



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, June 24, 2019

7:00 PM

Council Chambers

REGULAR MEETING

1. **7:00 P.M. - CALL MEETING TO ORDER**

2. **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**

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

C. **Personnel Matters Pursuant to Section 551.074**

D. **Deliberation Regarding Commercial or Financial Information Received From or
the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking
to Locate, Stay or Expand in or Near the Territory of the City and with which the
City is Conducting Economic Development Negotiations Pursuant to Section
551.087**

3. **IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO
REGULAR BUSINESS SESSION**

4. **INVOCATION**

5. **PLEDGE OF ALLEGIANCE**

6. **TEXAS PLEDGE**

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

7. PROCLAMATION

[19-3185](#) National Park and Recreation Month

Attachments: [National Park and Recreation Month 2019](#)

[19-3186](#) Watch Your Car Month

Attachments: [Watch Your Car Month 2019](#)

8. PRESENTATIONS

Jasmine Moore - Student Athlete - Lake Ridge High School

Texas Association of Municipal Information Officers - TAMI Awards to City of Mansfield

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. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow "Appearance Card" located at the entry to the City Council Chamber and present it to the Assistant City Secretary prior to the start of the meeting.

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

[19-3176](#) Consideration and Possible Action Regarding Supplemental Disbursement of the City of Mansfield Hotel/Motel Tax Funds in the Amount of \$10,000 to the Mansfield Historical Museum and the Reallocation of \$5,800 Previously Awarded Funds to be Used for Museum Exhibits

Presenters: Hotel / Motel Subcommittee

Attachments: [Museum Supplemental HOT Funds Request Letter 2019](#)

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

Rockin' 4th of July Update - Ann Beck

Road Transportation Update - David Boski

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

[19-3160](#)

Ordinance - Third and Final Reading of an Ordinance Approving the Sale of Certain Real Property Described as Lot 18R1 Block 5, Hillcrest Addition, Also Known As 801 Stell Avenue, Lot 18R2 Block 5, Hillcrest Addition, Also Known As 315 McKown Drive, Lot 9 Block 7, Hillcrest Addition Also Known As 416 McKown Drive, Mansfield, Texas to Jennifer Belz for \$48,000 for Each Property Listed for a Total Sum of \$144,000

Presenters: Shelly Lanners

Attachments: [Ordinance](#)

[19-3187](#)

Resolution - A Resolution Authorizing the City of Mansfield, Texas, to Enter an Agreement with Neighborhood Management, Inc., to Maintain the City of Mansfield, Texas, South Pointe Public Improvement District

Presenters: Peter Phillis

Attachments: [Resolution](#)

[Neighborhood Management Agreement - South Pointe PID](#)

[Exhibit A](#)

[19-3190](#)

Resolution - A Resolution Approving and Authorizing the City Manager to Execute the 2nd Amendment to the 380 and Development Agreement and Assignment of a Development Agreement Between the City, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, and NRP Holdings LLC and Main Street Mansfield Lofts LLC and Providing an Effective Date

Presenters: Joe Smolinski and Lisa Sudbury

Attachments: [Resolution](#)

[Exhibits A & B](#)

[19-3175](#)

Request for Special Event Permit: Rockin' 4th of July

Presenters: Joe Smolinski and The Applicant

Attachments: [Rockin 4th SE and Tent Permit Applications](#)

[19-3181](#) Minutes - Approval of the June 10, 2019 Regular City Council Meeting Minutes

Presenters: Shelly Lanners and Susana Marin

Attachments: [6-10-19 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. NEW BUSINESS

[19-3169](#) Review and Consideration of a Request to Approve a Minor Modification of the Development Plan for Broad Street Medical Located at 350 Matlock Road; Brad Lehman of MJ Thomas Engineering, LLC on behalf of Sonal Desai of Matlock Crossing, LLC (ZC#10-005C)

Presenters: Joe Smolinski and Lisa Sudbury

Attachments: [Maps and Supporting Information](#)

[Exhibit A](#)

[Exhibits B - D](#)

[Previously Approved PD](#)

[19-3183](#) Discussion and Possible Action Regarding Improvements at Mill Valley Park

Presenters: Shelly Lanners and Matt Young

[19-3184](#) Resolution - A Resolution Awarding the Bid to Construct the Bud Ervin Water Treatment Plant Clearwell No.4 and Lower Pressure Plane High Service Pump Station Improvements to Felix Construction Company for a Total Amount not to Exceed \$9,132,300.00

Presenters: Joe Smolinski and Jeff Price

Attachments: [Resolution](#)

[Letter of Recommendation](#)

16. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 24, 2019 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, June 20, 2019 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

DATE OF POSTING: _____ TIME: _____ am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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 ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 19-3185

Agenda Date: 6/24/2019

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Title

National Park and Recreation Month

Requested Action

n/a

Recommendation

n/a

Description/History

n/a

Justification

n/a

Funding Source

n/a

Prepared By

Belinda Willis, Director Communications & Marketing

WHEREAS, each July the National Recreation and Park Association recognizes the importance of parks and recreation systems in enhancing the quality of life for residents; and

WHEREAS, this year NRPA is celebrating everything that makes parks and recreation fun and full of excitement with the “Game On!” theme; and

WHEREAS, the fun, games and excitement that parks and recreation agencies offer include everything from summer camps to sports leagues to special events, providing people of all ages and abilities the opportunity to join in the benefits these services offer; and

WHEREAS, the Mansfield Park Facilities Development Corporation board members, parks and recreation employees and volunteers play a vital role in our city as they support continued improvements to our parks and recreation system, keep these community treasures clean and safe for visitors and provide recreational activities and educational programming each year; and

WHEREAS, thanks to the efforts of these individuals, Mansfield Parks & Recreation is considered among the best in the state and is continually expanding and improving so our open spaces, trails and nature areas remain a vital part of this city and its heritage;

NOW, THEREFORE, I, David L. Cook, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim July 2019, as

NATIONAL PARK AND RECREATION MONTH

in Mansfield and join with the National Recreation and Park Association in celebrating the positive role our public parks and recreational programs have in our communities.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 24th day of June, 2019.



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STAFF REPORT

File Number: 19-3186

Agenda Date: 6/24/2019

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title

Watch Your Car Month

Requested Action

n/a

Recommendation

n/a

Description/History

n/a

Justification

n/a

Funding Source

n/a

Prepared By

Belinda Willis, Director Communications & Marketing

WHEREAS, more than 65,000 vehicles are stolen and more than 200,000 are burglarized in Texas each year; and

WHEREAS, July represents one of the months with the most prolific reports of motor vehicle burglary and theft; and

WHEREAS, unlocked vehicles, keys in vehicles and property left out in plain sight contribute to the majority of motor vehicle thefts and burglaries; and

WHEREAS, the Mansfield Police Department participates in the Tri-County Auto Burglary & Theft Prevention Task Force, a multi-agency effort to prevent auto theft and burglary and educate the public on the economic impact these crimes have on individuals and communities; and

WHEREAS, during the month of July the Task Force re-emphasizes this message during the national “Watch Your Car” campaign;

NOW, THEREFORE, I, David L. Cook, Mayor of the City of Mansfield, Texas, join with members of the City Council to proclaim July 2019 as

WATCH YOUR CAR MONTH

in Mansfield and encourage residents to take the necessary precautions and steps to reduce the number of auto vehicle thefts and burglaries in our city.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 24th day of June, 2019.



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STAFF REPORT

File Number: 19-3176

Agenda Date: 6/24/2019

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Consideration and Possible Action Regarding Supplemental Disbursement of the City of Mansfield Hotel/Motel Tax Funds in the Amount of \$10,000 to the Mansfield Historical Museum and the Reallocation of \$5,800 Previously Awarded Funds to be Used for Museum Exhibits

Requested Action

Consider disbursement and reallocation request.

Recommendation

Hotel/Motel Sub-Committee recommends approval of this request.

Description/History

The Mansfield Historical Museum has submitted an additional supplemental request letter for Hotel/Motel Tax Funds in the amount of \$10,000 for exhibits at the Man House Museum. They have also requested to reallocate \$5,800 originally budgeted for building insurance to be used for museum exhibits.

The Mansfield Historical Museum was awarded \$37,000 in the FY 2018/2019 Hotel/Motel Tax Fund allocations. The Sub-Committee recommends approval of this request.

Justification

The Sub-Committee discussed the supplemental allocation and the re-allocation of existing funds and is recommending to approve both requests.

Funding Source

Hotel/Motel Tax

Prepared By

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



June 5, 2019

Dear HOT Fund Committee,

The Mansfield Historical Museum is submitting a supplemental request of \$10,000 in Hotel Occupancy Tax Funds and to reallocate previously approved funds.

It was recently decided by city officials that the operation of the Man House will fall under the oversight of the Historical Museum. In order to ensure that it can open to the public when the renovations are complete, the Museum must make some purchases in FY 2019 which were not budgeted for when the Museum made its initial request last summer.

The Museum plans to submit a more thorough application for the Man House for FY 2020, but in the meantime, we need to begin purchasing period furniture and décor before the end of FY 2019. The Museum requires sufficient time to locate and purchase everything needed before the Man House is scheduled to open, which is estimated to be in December or January, in conjunction with the new dog park. While additional funds will be required to fully establish the exhibits in the Man House, we are requesting \$10,000 at this time because it is what we believe can be reasonably spent in the time remaining in this fiscal year.

The Man House consists of three main rooms in the downstairs area which will be accessible to the public. Each room will be decorated to portray the way the room was originally used by the Man family in the 1860s. The original home was a one-room log house, built in 1865. Then in 1867, two additional rooms were built to use as a parlor and bedroom. We will be creating exhibits for the museum by displaying furniture and other items, either antiques or reproductions, that are authentic to that time period. For example, in the original log house portion of the home, we need to acquire a bed, mattress, quilt, pillows, a kitchen table, chairs, cookware, dishes, utensils, rugs, furs, and other home goods that existed in an average 1865 log house. While we hope to be able to procure some of these items through loans and donations, many items will have to be purchased. Available 1860s beds costs around \$1000.

The Museum would also like to reallocate \$5,800 that was originally approved by the HOT Fund Committee for building insurance. Since the Museum is now insured through the City of Mansfield's policy, the money is no longer needed for this purpose. Instead, we would like to use the funds for the museum exhibits.

The Man House is an exciting project and an excellent example of the city's focus on the important work of historical preservation. The Museum would greatly appreciate your consideration of our request for supplemental funds and the reallocation of other existing funds.

Sincerely,

Jessica Baber
Museum Manager

Yolanda Botello
Director of Library Services



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STAFF REPORT

File Number: 19-3160

Agenda Date: 6/24/2019

Version: 2

Status: Consent

In Control: City Council

File Type: Ordinance

Title

Ordinance - Third and Final Reading of an Ordinance Approving the Sale of Certain Real Property Described as Lot 18R1 Block 5, Hillcrest Addition, Also Known As 801 Stell Avenue, Lot 18R2 Block 5, Hillcrest Addition, Also Known As 315 McKown Drive, Lot 9 Block 7, Hillcrest Addition Also Known As 416 McKown Drive, Mansfield, Texas to Jennifer Belz for \$48,000 for Each Property Listed for a Total Sum of \$144,000

Requested Action

Consider Approving Ordinance to sell the three listed properties to Jennifer Belz for \$48,000 each for a total sum of \$144,000

Recommendation

Approve Ordinance

Description/History

The City-owned property at 801 Stell Ave., 315 McKown Dr. and 416 McKown Dr. was listed with a multiple-listing service for more than 30 days as required by law. The city received several offers on one, two or all three lots. Ms. Belz was the highest cash offer for all three lots, and has agreed to the language proposed by Council in the sales contract.

Justification

The City desires to sell these city-owned properties for re-development in this area.

Funding Source

N/A

Prepared By

Shelly Lanners, Deputy City Manager
shelly.lanners@mansfieldtexas.gov
817-276-4265

ORDINANCE NO _____

AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOT 18R1 BLOCK 5, HILLCREST ADDITION, ALSO KNOWN AS 801 STELL AVENUE, LOT 18R2 BLOCK 5, HILLCREST ADDITION, ALSO KNOWN AS 315 MCKOWN DRIVE, LOT 9 BLOCK 7, HILLCREST ADDITION ALSO KNOWN AS 416 MCKOWN DRIVE, MANSFIELD, TEXAS.

WHEREAS, the City of Mansfield ("City") is the owner of real property described as Lot 18R1 Block 5, Hillcrest Addition, commonly known as 801 Stell Avenue, Lot 18R2 Block 5, Hillcrest Addition, commonly known as 315 McKown Drive, Lot 9 Block 7, Hillcrest Addition, commonly known as 416 McKown Drive, Mansfield, Texas, ("Property"); and

WHEREAS, the City was presented an offer made by Jennifer Belz, and or assigns, to purchase the Property for the sum of \$48,000 for each property listed for a total sum of \$144,000; and

WHEREAS, the Property has been listed for sale with a multiple-listing service for at least 30 days, as required by Local Government Code Section 253.014(d), by a broker contracting with the City; and

WHEREAS, the City Council desires to sell the Property for the highest cash offer of \$48,000 for each property listed for a total sum of \$144,000

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

SECTION 1.

The City pursuant to Section 3.13 of the City's Charter, authorizes the conveyance of the Property to Jennifer Belz, which has offered the highest cash offer for the Property.

SECTION 2.

The City Manager of the City of Mansfield, Texas, is hereby authorized and empowered to execute all documents necessary to complete the conveyance of the Property.

SECTION 3.

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

First reading approved on the _____ day of _____, 2019.

Second reading approved on the _____ day of _____, 2019.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2019.

David L. Cook, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney



CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 19-3187

Agenda Date: 6/24/2019

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City of Mansfield, Texas, to Enter an Agreement with Neighborhood Management, Inc., to Maintain the City of Mansfield, Texas, South Pointe Public Improvement District

Requested Action

Approval of the Resolution authorizing the City of Mansfield, Texas to enter an agreement with Neighborhood Management, Inc. for the purpose of maintaining the City's South Pointe Public Improvement District.

Recommendation

Staff recommends the approval of the Resolution.

Description/History

The City established the South Pointe Public Improvement District in calendar year 2016 for the purpose of maintaining the City's improved public area and improved rights of way. The area includes substantially enhanced open space, walk ways, greenbelts, lakes and enhanced bridges which require maintenance. Since the inception of the Public Improvement District, the City has contracted for the maintenance of this public space through a Property Management Company and has worked with the Developer of South Pointe to select a Property Management Company to maintain the property. The Developer has been financially obligated to pay for the maintenance costs of the Public Improvement District until the Public Improvement District is able to pay for the costs of maintaining the area. Neighborhood Management, Inc., the Property Management Company, fee is \$1,500 per month which will be shared equally with the Home Owners Association of South Pointe.

Justification

Contracting the management for the maintenance costs of the South Pointe Public Improvement District, allows for greater efficiencies in servicing the public space in the South Pointe Public Improvement District. These efficiencies include cost savings by eliminating the need for additional City staff and allows for the Property Management Company to maintain and improve the property through contracted services. Responsibilities of the Property Management Company generally include maintaining the landscaping, maintaining the lake areas, and servicing the property owner's concerns and requests regarding the public space.

Funding Source

South Pointe Public Improvement District Annual Assessment which occurs in October of the calendar year.

Prepared By

Peter Phillis, Deputy City Manager
817-276-4261

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE CITY OF MANSFIELD, TEXAS, TO ENTER AN AGREEMENT WITH NEIGHBORHOOD MANAGEMENT, INC TO MAINTAIN THE CITY OF MANSFIELD, TEXAS, SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT**

WHEREAS, Chapter 372 of the Texas Local Government Code allows for the creation of a public improvement district; and,

WHEREAS, owners of real property located at the juncture of US 287 and SH 360, delivered to the City of Mansfield, Texas, a petition to establish the South Pointe Public Improvement District; and,

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on January 11, 2016, conducted a public on the purpose of the South Pointe Public Improvement District and adjourned such public hearing; and,

WHEREAS, on February 22, 2016, the City Council adopted Resolution RE-3214-16 to authorize the District in accordance with its findings as to the purpose of the South Pointe Public Improvement District; and,

WHEREAS, on February 26, 2016, the City published notice of its authorization of the South Pointe Public Improvement District, a newspaper of general circulation in the City of Mansfield; and,

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after February 26, 2016; and,

WHEREAS, it is the City of Mansfield, Texas intent to enter an agreement with Neighborhood Management, Inc. for the purpose of maintaining the City of Mansfield, Texas, South Pointe Public Improvement District; and,

WHEREAS, the nature and scope of the services to be provided by Neighborhood Management, Inc. for the City of Mansfield, Texas in maintaining the City's South Pointe Public Improvement District is defined in the agreement attached to this resolution.

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

SECTION 1.

That the City of Mansfield, Texas established the South Pointe Public Improvement District in February of 2016; and,

SECTION 2.

That the City of Mansfield, Texas wishes to enter an agreement with Neighborhood Management Services for the purpose of maintaining the City of Mansfield, Texas, South Pointe Public Improvement District.

SECTION 3.

That Neighborhood Management, Inc. wishes to enter an agreement with the City of Mansfield, Texas for the purpose of maintaining the City of Mansfield, Texas, South Pointe Public Improvement District.

SECTION 4.

That the City Council of the City of Mansfield, Texas, hereby approves of the attached agreement between the City of Mansfield, Texas and Neighborhood Management Services for the purpose of maintaining the City of Mansfield, Texas South Pointe Public Improvement District.

PASSED AND APPROVED THIS THE 24TH DAY OF JUNE, 2019.

David L. Cook, Mayor

ATTEST:

Susana Marin, City Secretary

Maintenance Agreement South Pointe

Public Improvement District

This MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between the City of Mansfield, Texas (“the City”) and Neighborhood Management, Inc., a Texas corporation doing business as Residential (“Contractor”).

RECITALS

The following statements are true and correct and constitute the basis upon which the City and Contractor have entered into this Agreement:

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code on February 22, 2016, the City adopted Resolution RE-3214-16 creating South Pointe Public Improvement District (the “District”); and

WHEREAS, the City is authorized to utilize the District to undertake improvements and/or services that confer special benefits on the part of the Mansfield within the District; and

WHEREAS, the City is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and services, to pay the cost of such improvements and services; and

WHEREAS, the City desires to enter into a written agreement with Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and

WHEREAS, such improvements and services constitute a supplement to standard City services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District; and

WHEREAS, Contractor wishes to assist the City by providing, furnishing, or performing such improvements and services;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, the City and Contractor do hereby covenant and agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

The City hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, oversee or perform in accordance with this Agreement the improvements and services set forth in Section 2.

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

Contractor shall provide or cause to be provided those improvements and services (the “Improvements and Services”) set forth in this subsection and subject to the Service Plan and Budget for the District as approved by the City, or as may subsequently be amended. Contractor shall also comply with the following related duties and responsibilities:

- (a) Oversee the bidding and awarding of any subcontracts for the Improvements and Services;
- (b) Monitor work performed by any subcontractors for any of the Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;
- (c) Obtain, maintain and pay for insurance necessitated by the Improvements and Services, as may be directed or reviewed by the City Manager as herein defined or other designee;
- (d) In accordance with Section 372.013 of the Texas Local Government Code, prepare a Service Plan and Budget Plan for approval as set forth in Section 3;
- (e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and provide the City with a monthly accounting statement;
- (f) Participate in meetings of individual departments within the City, as required, to coordinate District activities;
- (g) Participate in all meetings required by the City for assistance in the preparation of the Service Plan and Budget for the District, and update the City as to authorized District projects and other pertinent matters;
- (h) Establish means of communication for citizen input to report problems and make suggestions to the District; coordinate responses to citizens, with input from the City, when appropriate;
- (i) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the City of trends and unusual or excessive expenses; and
- (j) Maintain a complete set of historical records of all District activity to include but not limited to minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the District to present.

2.2. Contractor Compensation

As full compensation for the provision of all Improvements and Services during the Term of this Agreement, the City shall pay Contractor a management fee as per the schedule below. The budgeted amount for each year shall be reflected in the Service Plan and Budget as "General and Administrative," which amount shall be paid in monthly installments in accordance with Section 7 hereof.

The annual monthly management fee is \$1,500. Half of the management fee will be charged to the South Pointe Homeowners Association. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor's corporate employees, general and administrative expenses, financial management, general administration and operations management.

Exhibit to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within thirty days of billing and shall be billed in accordance with Exhibit.

2.3. Standard of Care; Nature of Relationship

Contractor shall commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws. Contractor shall ensure that any work on the Improvements and Services is properly coordinated with possible related work being performed by the City. Unless otherwise specifically provided herein, all of the Improvements and Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

2.4. Security Services

Nothing in this Agreement shall preclude the Contractor from providing, as part of its Improvements and Services, additional security services to the District. Unless otherwise specifically provided herein, all of the Improvements and Services related to Security Services will be performed by the Contractor or under the Contractor's supervision.

3. ANNUAL SERVICE AND BUDGET PLAN REVIEW PROCESS

The Contractor will submit an annual plan of service and budget and an updated five-year plan of service and budget for review by the City on the date set by the City Manager or designee. Prior to presenting each annual plan of service and budget to the City, the Contractor will submit the annual plan to the Board of Directors of the South Pointe Property Homeowners Association for the Board's review and will conduct a public hearing within the District at which time the proposed annual plan of service and budget (including any comments from the Board review) will be presented and property owners within the District will be given an opportunity for public comment. The Contractor will give individual written notice to the City's City Manager or designee and to each property owner within the District not less than 15 days before the date of the hearing. This public hearing is in addition to the public hearing that will be held by the City Council as required by the Section 372.013 of the Texas Local Government Code before approving and adopting an annual plan of service and budget for the District.

4. THE CITY'S DUTIES AND RESPONSIBILITIES

The City shall provide the following services in connection with operation of the District and the Contractor's performance under this Agreement:

- (a) Levying and collecting, through the City's agreement with the County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;
- (b) Making payments to Contractor from special assessment revenues and other District revenues;
- (c) Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through the City departments, boards, or agencies;
- (d) Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;
- (e) Preparing an annual report of delinquent property assessments and liens thereon to be assigned to the City's delinquent tax collection attorney;
- (f) Making periodic reports to Contractor concerning delinquent assessments and making billings thereon as necessary; and,
- (g) Producing an annual assessment roll of property owners and property within the District.

The City shall have no financial obligation to the District other than levying and collecting through its agreement with the County Tax Assessor/Collector, the assessments levied by the District, and, pursuant to and in accordance with this Agreement, paying for Improvements and Services that Contractor performs in the District, according to the

terms of this Agreement.

5. **AMENDMENTS**

This Agreement may not be amended unless executed in writing by both parties.

6. **TERM**

This Agreement shall commence on July 1, 2019, (the “Effective Date”) and, unless terminated earlier in accordance with this Agreement, expire June 30, 2020 (the “Term”).

7. **RELEASE OF FUNDS TO CONTRACTOR**

7.1. Procedure

Periodically, but not more frequently than once per month, Contractor shall present to the individual designated by the City Manager a report of the Improvements and Services provided by Contractor since (i) for the first report under this Agreement, the Effective Date and (ii) for all subsequent reports, the date of the previous report. All such reports must include documentation sufficient demonstrating to the City Manager or designee that any sums paid or incurred by Contractor have been paid or are due. Provided all such necessary reports and supporting documentation have been provided to the City Manager or designee, the City shall pay the Contractor for all lawful expenses made or incurred by Contractor within thirty (30) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the City shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Service Plan and Budget for the then-current fiscal year.

7.2. Work Reports

Contractor shall also submit a periodic work report as requested by the City Manager or designee. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the City Manager or designee. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received. The City Manager or designee shall have the right to verify that the report is complete and accurate.

7.3. Insufficient District Funds

In the event that District revenues are not available or are insufficient for the City to make any payment to Contractor hereunder, the City will promptly notify Contractor. At Contractor's request, the City and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this

Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor does not elect to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

8. CONTRACTOR LIABILITY

Contractor hereby assumes full liability for any damages to any public or private property which is due to the gross negligence or willful misconduct of Contractor, its subcontractors, agents, or assignees.

9. LIABILITY OF THE CITY ; PERSONAL LIABILITY OF PUBLIC OFFICIALS

No employee of the City, nor any other agent of the City, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the City shall not be liable or responsible for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement, nor shall the City of City be liable or responsible to Contractor or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City of City has no control.

10. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY GROSSLY NEGLIGENT ACT OR GROSSLY NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY GROSSLY NEGLIGENT ACT OR GROSSLY NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHATSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WORK, SERVICES AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS

OF SUBCONTRACTORS.CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE CITY OF CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL GROSSLY NEGLIGENT ACTS OR GROSSLY NEGLIGENT OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, LICENSEES OR INVITEES.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this contract. Contractor shall procure and maintain, at its cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

11. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City ; that Contractor shall have exclusive control of the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City.

12. INSURANCE

Contractor shall not commence work under this Agreement until it has obtained and received approval from the City of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement. The minimum insurance required of Contractor is as follows:

WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each

occurrence with an aggregate limit of not less than \$2,000,000.

AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the City, or any other claimant, any claims that the City, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents shall be set forth on all certificates of insurance. All policies must provide that they may not be changed or canceled by the insurer in less than five (5) days after the City had received written notice of such change or cancellation. Such insurance amounts may be revised upward at the City's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request.

13. TAXES

Contractor shall pay all federal, state and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to Contractor's duties and obligations hereunder.

14. PERMITS

Contractor shall and shall cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or City, before undertaking any work hereunder that requires any such permits.

15. CHARACTER OF WORK AND OPERATIONS

Contractor and Contractor's employees, contractors and subcontractors shall be competent and careful workmen skilled in their respective trades. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his duties or has been convicted of any crime of moral turpitude. The City shall retain the right to require the Contractor to remove any employee who is guilty of misconduct toward the public or is in any way discourteous to the public. This work is being performed for the public benefit and it is necessary that it be performed in an acceptable manner and at a satisfactory rate of progress. Contractor shall at all times maintain its equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected and clearly marked with the Contractor's name and telephone number.

16. ASSIGNMENT AND SUBCONTRACTING

Contractor shall have the right to subcontract for the provision of any Improvements and Services authorized hereunder so long as the subcontract is in writing and the Administrator approves such subcontract in writing prior to provision of the subcontracted Improvements and Services, which such approval by the Administrator shall not be unreasonably delayed. The existence of a subcontract shall not relieve Contractor of any responsibility or liability to the City under this Agreement. Otherwise, Contractor may not assign, transfer or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the City and execution by such party of a written agreement with the City under which such party agrees to be bound by the duties and obligations of Contractor under this Agreement.

17. DEFAULT

All terms, conditions and provisions of this Agreement shall be considered material, and Contractor's failure to perform any part of this Agreement shall constitute an event of default hereunder. Should the Contractor fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the City of written notice of the default, the City may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, the City may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to Contractor. In the event of any termination, any work in progress will continue to completion unless specified otherwise in the City's termination notice. The City shall pay for any such work in progress that is completed by Contractor and accepted by the City.

18. COOPERATION WITH THE CITY

Contractor shall, at such time and in such form as the City may require, furnish periodic information concerning the status of the project and such other statements, certificates and approvals relative to the project as may be requested by the City. Contractor shall meet with the Administrator or other City officials as may be requested to discuss any aspect of this Agreement.

19. BOOKS AND RECORDS; AUDITING RIGHTS

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the City. Contractor shall provide representatives of the City or its appointee's free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor shall further allow the City and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

The City shall also have the right to conduct a performance audit and evaluation of Contractor at such times as the Mansfield deems necessary. Contractor shall fully cooperate with any such performance audit. The City may employ consultants at the City's expense to assist the City in such performance audit. Contractor agrees to give the City access to all reports, data, schedules and other relevant information which may be required to conduct such performance audit.

20. NOTICES

Any notices, bills, invoices or reports required by this Agreement shall be conclusively determined to have been delivered three (3) business days after it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, to the addresses listed below or such other addresses as may from time to time be provided to the other party:

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

Contractor:
Neighborhood Management, Inc.
Attn: Audrey Beard, Vice President
1024 S Greenville Avenue, Suite 230
Allen, Texas 75002

21. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

22. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of it governmental powers or immunities.

23. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

24. VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant, Johnson, Ellis County, Texas or the United States District Court for the Northern District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

25. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the City and Contractor and are not intended to create any rights, contractual or otherwise, to any other person or entity.

26. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

27. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

28. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

29. 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.

EXECUTED as of the last date indicated below:

CITY OF MANSFIELD:

By: City Manager

Date: _____

NEIGHBORHOOD MANAGEMENT, INC.
INC.
A Texas Corporation

By: Audrey Beard, Vice President

Date: _____

NOTE: All Exhibit A fees are subject to change with 30-day disclosure to Board.

NOTE: All Exhibit A fees are subject to change with 30-day disclosure to Board.



EXHIBIT

Management Fee	\$1,500.00	MONTHLY	increased as development evolves
ADMINISTRATIVE			
Scanning & Faxes	n/c		
Telephone NMI Office	n/c		No charge for any calls even long distance
Checks	n/c		
Copies	\$0.15	EACH	No charge for up to 20 copies for meetings-color .30
Copies Large	at cost + time		Large copy runs will be sent to an independent printer
			Standard rates as charged by US Postal Service
Postage	Rate		
Postage Meter Fee	\$5.00	MONTHLY	Charged for every \$50.00 in postage
Management Certificate	\$50.00	EACH	HOA pays filing fee - One time fee
Special Assessment	\$10.00	PER UNIT	Includes document creation - Does not include invoicing which will be done by a third party vendor
Emergency Calls	\$75.00	PER HOUR	Each call received - Additional hourly charge may apply
Storage Facility	Flat Rate		Based on the number of boxes
Board & Annual Meetings	\$150.00		Meetings 2 Hours or less. \$75.00 for each add hour
Admin Assistance	\$50.00	HOURLY	outside of contractual agreement
Manager Assistance	\$75.00	HOURLY	outside of contractual agreement
Portal Access	\$10.00	MONTHLY	Is charged each month for Resident and Board access
Assisting Legal Counsel	\$75.00	HOURLY	
			Preparing for trials, mediations, hearings, litigation...
Utility Tax Refund	30%		30% of total refund amount or \$50.00 per hour
Maintenance and Repair	10%		Fee applied to large extraordinary capital improvement projects.
Reserve, Special & Insurance Claims	10%		Fee applied to any claims over \$5,000.00



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3190

Agenda Date: 6/24/2019

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving and Authorizing the City Manager to Execute the 2nd Amendment to the 380 and Development Agreement and Assignment of a Development Agreement Between the City, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, and NRP Holdings LLC and Main Street Mansfield Lofts LLC and Providing an Effective Date

Requested Action

Consider Approving Resolution to Approve the 2nd amendment and Consent to Assignment to the Development Agreement with NRP Holdings, LLC and Main Street Mansfield Lofts, LLC

Recommendation

Approve and execute the 2nd Amendment and Consent to Assignment of the Development Agreement

Description/History

Currently, pursuant to that certain 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield, dated as of June 29, 2015 (as amended and partially assigned, the "**380 Agreement**"), NRP Holdings LLC ("**NRP Holdings**") is responsible for Phase II of the Project. However, Main Street Lofts, L.P. ("**MSL**"), has taken title to the land upon which Phase II of the Project is located. Accordingly, the purpose of the Partial Assignment and Assumption Agreement between NRP Holdings and MSL is to assign NRP Holdings' right, title and interest in the 380 Agreement with respect to Phase II of the Project to MSL.

Additionally, the current owner of Phase I of the Project and the party responsible for Phase I of the Project under the 380 Agreement is Main Street Mansfield Lofts LLC ("**MSML**"). MSML intends to sell Phase I of the Project to WMCi Dallas VIII, LLC ("**WMCi**"). Accordingly, the purpose of the Partial Assignment and Assumption Agreement between MSML and WMCi is to assign MSML's right, title and interest in the 380 Agreement with respect to Phase I of the Project to WMCi.

As noted above, NRP Holdings partially assigned all duties, risks and obligations under the 380 Agreement to the current owner of Phase 1 of the project (MSML). In light of that assignment, the parties to the 380 Agreement provided for certain modifications and acknowledgements related to the 380 Agreement through two separate amendments.

The First Amendment confirms that MSML has fulfilled all construction obligations under the 380 Agreement with respect to Phase I, and that the City has accepted all public improvements required to be constructed therein. The First Amendment also corrected the City's construction cost reimbursement figures to reflect actual amounts reimbursed to MSML for certain Phase I improvements.

The Second Amendment acknowledges that MSML has fulfilled all obligations under the 380 Agreement relating to Phase I, construction or otherwise, except those relating to the payment of Parkland Dedication Fees. The Second Amendment set a cap on Parkland Dedication Fees

in the amount of \$157,000 in order to make the payment obligation more ascertainable. In addition, the Second Amendment assigned all obligations under the 380 Agreement relating to Phase II of the project to Main Street Lofts, L.P, the current Phase II owner. The Second Amendment provides for the City's consent to this assignment as well.

Justification

NRP has sold Phase II to MSL to assume all terms of the developers agreement for that Phase. Additionally, MSML is selling Phase I of the property to WMCi and that Phase of the development agreement is complete.

Funding Source

N/A

Prepared By

Joe Smolinski,, Deputy City Manager
817-276-3601

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE 2nd AMENDMENT TO THE 380 AND DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS TO PROPERTY WITHIN REINVESTMENT ZONE NUMBER TWO AND PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN THE CITY, THE BOARD OF DIRECTORS OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, NRP HOLDINGS LLC, MAIN STREET MANSFIELD LOFTS LP AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield (the "City") is a home rule city located in Tarrant and Johnson County 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, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two (the "Board") and NRP Holdings LLC, L.P. ("NRP Holdings") entered into the Development Agreement for Public Improvements to Property within Tax Increment Financing Reinvestment Zone Number 2, City of Mansfield (the "Agreement") described in the attached and incorporated Assignment of Development Agreement, attached hereto as Exhibit "A;" and,

WHEREAS, City desires to approve the assignment of the Agreement to Main Street Mansfield Lofts, LP, subject to the terms and conditions set forth in the proposed Assignment of Development Agreement.

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

SECTION 1.

The City Manager or designee is authorized to execute the 2nd Amendment to the 380 Agreement and Assignment of Development Agreement attached hereto as Exhibit "A" and "B".

SECTION 2.

That this resolution shall take effect upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ON THIS THE 24TH DAY OF JUNE, 2019.

David L. Cook, Mayor

ATTEST:

Susan Marin, City Secretary

SECOND AMENDMENT TO
380 AND DEVELOPMENT AGREEMENT
FOR PUBLIC IMPROVEMENTS TO PROPERTY WITHIN
REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD

THIS SECOND AMENDMENT TO 380 AND DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS TO PROPERTY WITHIN REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD (this “**Amendment**”) is made and entered into as of the __ day of _____, 2019 (the “**Amendment Effective Date**”) by and among the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (the “**City**”), the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Mansfield, Texas (the “**Board**”), NRP Holdings LLC (“**NRP Holdings**”), Main Street Mansfield Lofts LLC, a Delaware limited liability company (the “**Phase I Owner**”); and Main Street Lofts, L.P., a Texas limited partnership (the “**Phase II Owner**” and hereinafter, the City, the Board, and Phase I Owner and the Phase II Owner are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

A. The City, the Board, and NRP Holdings have entered into that certain 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield, dated as of June 29, 2015 (as amended by that Amendment to 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield dated _____ between City, the Board, NRP Holdings and Phase I Owner, the “**Agreement**”).

B. NRP Holdings partially assigned all duties, risks and obligations as to Phase I to Owner pursuant to City of Mansfield Consent to Partial Assignment of Development Agreement.

C. The Parties desire to provide for certain acknowledgements with respect to the Agreement, as well as assign, amend and/or modify the Agreement further as more fully set forth herein.

AGREEMENT

In consideration of the mutual covenants, agreements and understandings contained herein and intending to be legally bound, the Parties hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The Recitals to this Amendment are hereby incorporated as if fully set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement of Satisfaction of Obligations as to Phase I. The Parties acknowledge and agree that Phase I Owner has fulfilled all outstanding obligations with respect to Phase I of the Agreement except for those set forth in Section 4(H) relating to the Parkland Dedication Fees in Lieu of Dedication as set forth in Section 3 hereof.

3. Parkland Dedication Fees. The Parties acknowledge and agree that the Parkland Dedication Fees shall not exceed the amount equal to the product of Five Hundred and No/100 Dollars (\$500.00) and the total amount of units contained in Phase I and Phase II, less the

product of Fifty Thousand and No/100 Dollars (\$50,000.00) and the acreage of parkland so dedicated under Phase II (not to exceed 2.89 acres), such that the Phase I Owner shall not be responsible, at any point in time, for paying more than One Hundred Fifty Seven Thousand and No/100 Dollars (\$157,000.00) in Parkland Dedication Fees for the Project, such amount representing the product of Five Hundred and No/100 Dollars (\$500.00) and three hundred fourteen (314), the total units contained in Phase I. Notwithstanding the foregoing, Owner shall be entitled to any and all Parkland Dedication Fees so reimbursed by the TIF District in an amount equal to One Hundred Thirty Thousand Five Hundred and No/100 Dollars (\$130,500.00); or the product of Fifty Thousand and No/Dollars (\$50,000.00) per total acreage of parkland so dedicated under Phase II, whichever is less. For avoidance of doubt, Phase II Owner shall not be entitled to any offset or reimbursement from the TIF District under the Agreement and shall be responsible for any and all Parkland Dedication Fees in excess of Phase I Owner's obligations hereunder, whether resulting from any increase in units over five hundred fifty (550) units between Phase I and Phase II or otherwise.

4. Partial Assignment of Development Agreement. The Phase I Owner agrees to assign, and the Phase II Owner agrees to accept, a partial assignment of the Agreement with respect to Phase II of the Project in accordance with the Partial Assignment of the Development attached hereto as Exhibit "A."

5. City of Mansfield Consent to Partial Assignment of Development Agreement. The City agrees to consent to the assignment of the Agreement with respect to the Phase II of the Project in accordance with the Owner the Consent to Partial Assignment of the Development Agreement attached hereto as Exhibit "B." Upon such assignment and the City's consent thereto, the Phase I Owner does not have, and shall not have, any further obligations to the City, the Board, or otherwise, under the Agreement, except as set forth in Section 3 above regarding Parkland Dedication Fee.

6. Ratification of the Agreement. Except as expressly and specifically set forth herein, all of the terms, covenants, agreements and provisions of the Agreement remain unaltered and unmodified and in full force and effect, and the Agreement, as amended by this Amendment, is hereby ratified and confirmed.

7. Conflict. In the event of a conflict between the terms of this Amendment and the other terms of the Agreement, the terms of this Amendment shall control.

8. Section Headings. The headings which have been used throughout this Amendment have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Amendment.

9. Counterparts. This Amendment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signed copies of this executed Amendment may be delivered electronically, and such copies shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

BOARD OF DIRECTORS OF THE TAX
INCREMENT FINANCING REINVESTMENT
ZONE NUMBER WO, CITY OF MANSFIELD,
TEXAS:

By: _____

Name: _____

Title: Board Chairman

CITY OF MANSFIELD, TEXAS:

By: _____

Name: _____

Title: City Manager

NRP HOLDINGS LLC:

By: _____

Name: J. David Heller

Title: Chief Executive Officer

MAIN STREET MANSFIELD LOFTS LLC:

By: Main Street Lofts Member LLC, its sole member

By: NRP Main Street Lofts Member LLC, its sole member

By: NRP Manager, its Manager

By: _____

Name:

Title:

MAIN STREET LOFTS, L.P.:

By: _____

Name: _____

Title: _____

EXHIBIT A

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is executed this ___ day of _____, 2019 (the “**Effective Date**”), by and between NRP Holdings LLC (“**Assignor**”) and Main Street Lofts, L.P., a Texas limited partnership (“**Assignee**”).

RECITALS

A. Assignor, the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (the “**City**”), and the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Mansfield, Texas (the “**Board**”) are parties to a 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield, dated as of June 29, 2015 (as amended by that Amendment to 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield dated _____ between City, the Board, NRP Holdings and Main Street Mansfield Lofts LLC, a Delaware limited liability company, the “**Agreement**”)

B. Assignee is the owner of the Phase II of the Project, as those terms are defined in the Agreement.

C. Assignor desires to assign to Assignee all of its right, title and interest in and to the Agreement pertaining to Phase II of the Project, and Assignee desires to assume Assignor’s right, title and interest in and to the Agreement pertaining to Phase II of the Project, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successor and assigns, as of the Effective Date, all of the right, title and interest of Assignor in the Agreement to the extent those rights, title and interests pertain to Phase II of the Project. .

2. Acceptance and Assumption of Assignment. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Agreement to the extent those obligations pertain to Phase II of the Project.

3. Indemnification by Assignor. Assignor shall indemnify, hold harmless, and defend Assignee and its officers, directors, employees, agents, affiliates, successors and permitted assigns (each a “**Assignee Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines,

costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by a Assignee Indemnified Party arising out of any duties, obligations and undertakings of Assignor under the Agreement except for those duties, obligations and undertakings expressly assumed by Assignee in this Assignment.

4. Indemnification by Assignee. Assignee shall indemnify, hold harmless, and defend Assignor and its partners (and their members and managers), employees, agents, affiliates, successors and permitted assigns (each an “**Assignor Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by a Assignor Indemnified Party arising out of any duties, obligations and undertakings of Assignor under the Agreement expressly assumed by Assignee in this Assignment.

5. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

6. Counterparts. This Assignment may be executed in counterparts, with each part, when taken together, constituting a complete agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

NRP HOLDINGS LLC:

By: _____

Name: J. David Heller

Title: Chief Executive Officer

MAIN STREET LOFTS, L.P.:

By: _____

Name: _____

Title: _____

EXHIBIT B

CITY OF MANSFIELD CONSENT TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Consent (the "Consent") is made by the City of Mansfield, a municipal corporation and political subdivision of the State of Texas ("City").

Whereas, the 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield was entered into by the City of Mansfield, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Mansfield, Texas and NRP Holdings LLC, as of June 29, 2015 (as amended, the "Development Agreement") which provides for the construction of certain public and private improvements described in the Development Agreement, in phases.

Whereas, in connection with the acquisition of Phase I of the public and private improvements described in the Development Agreement, NRP Holdings LLC partially assigned the Development Agreement to an affiliate, Main Street Mansfield Lofts LLC, a Delaware limited liability company with the consent of the City.

Whereas, NRP Holdings LLC desires to partially assign the Development Agreement with respect to Phase II of the public and private improvements described in the Development Agreement to Main Street Lofts, L.P., a Texas limited partnership as the owner of the Phase II parcel ("Partial Assignment").

As required by Section 13.B. of the Development Agreement, the City does hereby grant its consent to the Partial Assignment provided that to Main Street Lofts, L.P. accepts all duties, risks and obligations undertaken by NRP Holdings LLC as to Phase II of the public and private improvements. For the purposes of this Consent and the Partial Assignment, signatures transmitted by electronic mail or facsimile transmission shall be deemed to be original signatures.

CITY OF MANSFIELD, TEXAS:

By: _____

Name: _____

Title: City Manager

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is executed this ___ day of _____, 2019 (the “**Effective Date**”), by and between MAIN STREET MANSFIELD LOFTS LLC, a Delaware limited liability company (“**Assignor**”), and WMCi DALLAS VIII, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

- A. NRP Holdings LLC, an Ohio limited liability company (“**NRP Holdings**”), the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (the “**City**”), and the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Mansfield, Texas (the “**Board**”) are parties to a 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield, dated as of June 29, 2015 (as the same may have been amended, modified and/or assigned, the “**Agreement**”).
- B. NRP Holdings partially assigned all duties, risks and obligations as to Phase I to Assignor pursuant to a City of Mansfield Consent to Partial Assignment of Development Agreement.
- C. NRP Holdings partially assigned all duties, risks and obligations as to Phase II to Main Street Lofts, L.P., a Texas limited partnership, pursuant to a City of Mansfield Consent to Partial Assignment of Development Agreement.
- D. Assignor desires to assign to Assignee all of its right, title and interest in and to the Agreement pertaining to Phase I of the Project, and Assignee desires to assume Assignor’s right, title and interest in and to the Agreement pertaining to Phase I of the Project, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

- 1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successor and assigns, as of the Effective Date, all of the right, title and interest of Assignor in the Agreement.
- 2. Acceptance and Assumption of Assignment. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Agreement.

3. Indemnification by Assignor. Assignor shall indemnify, hold harmless, and defend Assignee and its officers, directors, employees, agents, affiliates, successors and permitted assigns (each a “**Assignee Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an Assignee Indemnified Party arising out of any duties, obligations and undertakings of Assignor under the Agreement except to the extent such duties, obligations and undertakings are attributable to the period after the Effective Date.
4. Indemnification by Assignee. Assignee shall indemnify, hold harmless, and defend Assignor and its partners (and their members and managers), employees, agents, affiliates, successors and permitted assigns (each an “**Assignor Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an Assignor Indemnified Party arising out of any duties, obligations and undertakings of Assignor under the Agreement assumed by Assignee in this Assignment except to the extent such duties, obligations and undertakings are attributable to the period prior to and including the Effective Date.
5. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
6. Counterparts. This Assignment may be executed in counterparts, with each part, when taken together, constituting a complete agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

MAIN STREET MANSFIELD LOFTS LLC,
a Delaware limited liability company

By: _____

Name: Noam Magence

Title: Secretary

ASSIGNEE:

WMCi DALLAS VIII, LLC,
a Delaware limited liability company

By: _____

Name: John T. Lancaster

Title: Co-President and Chief Financial Officer

CITY OF MANSFIELD CONSENT TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Consent (the “**Consent**”) is made by the City of Mansfield, a municipal corporation and political subdivision of the State of Texas (“**City**”).

Whereas, the 380 and Development Agreement for Public Improvements to Property within Reinvestment Zone Number Two, City of Mansfield was entered into by the City, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, City of Mansfield, Texas and NRP Holdings LLC, an Ohio limited liability company (“**NRP Holdings**”), as of June 29, 2015 (as amended, the “**Development Agreement**”) which provides for the construction of certain public and private improvements described in the Development Agreement, in phases.

Whereas, in connection with the acquisition of Phase I of the public and private improvements described in the Development Agreement, NRP Holdings partially assigned the Development Agreement to an affiliate, Main Street Mansfield Lofts LLC, a Delaware limited liability company (“**Main Street**”), with the consent of the City.

Whereas, Main Street desires to partially assign the Development Agreement with respect to Phase I of the public and private improvements described in the Development Agreement to WMCi DALLAS VIII, LLC, a Delaware limited liability company (“**WMCi**”), in connection with Main Street’s intended sale of the Phase I parcel to WMCi (“**Partial Assignment**”), it being understood that such Partial Assignment shall be conditioned on the consummation of the sale of the Phase I parcel to WMCi.

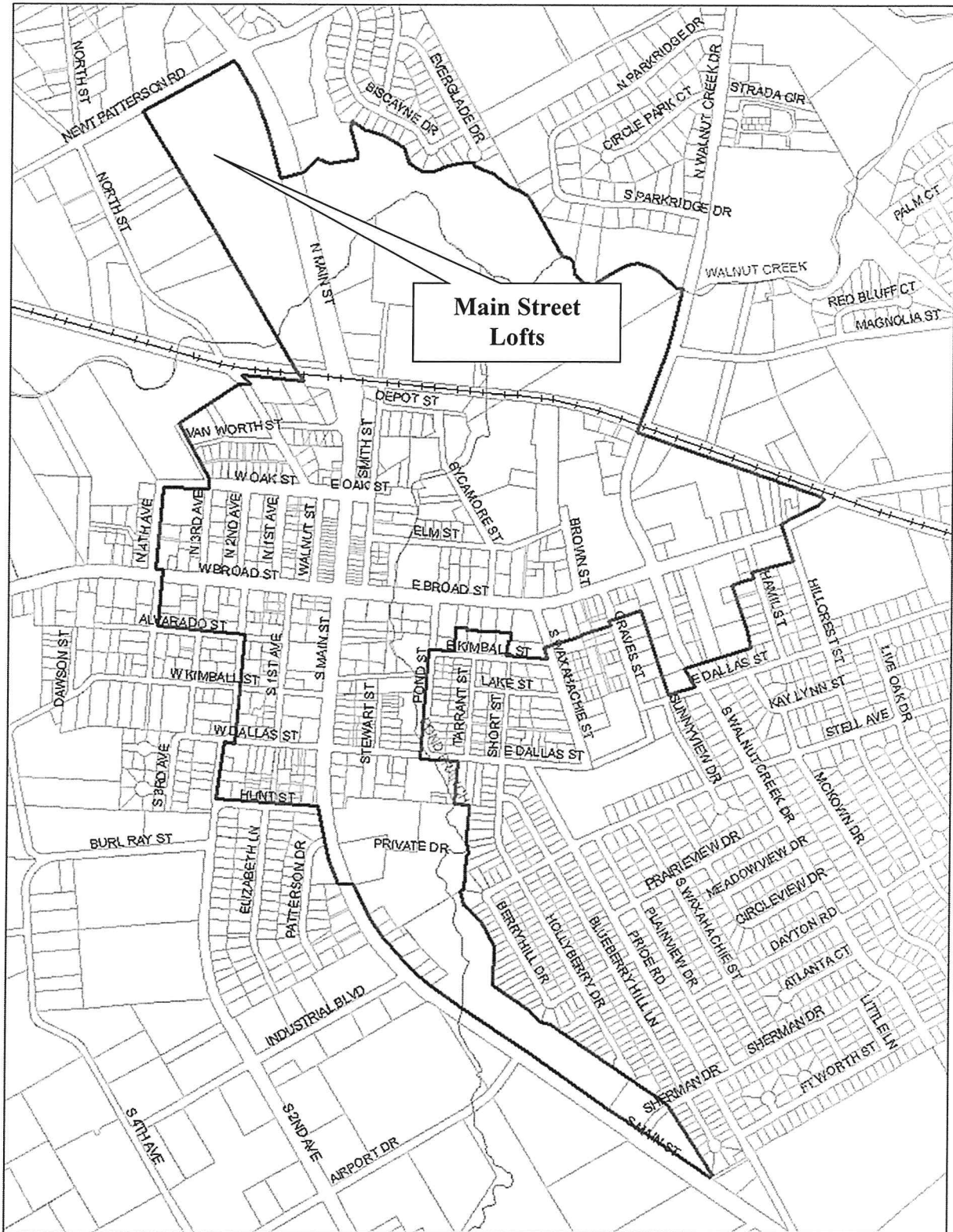
As required by Section 13.B. of the Development Agreement, the City does hereby grant its consent to the Partial Assignment provided that WMCi accepts all duties, risks and obligations undertaken by Main Street as to Phase I of the public and private improvements. For the purposes of this Consent and the Partial Assignment, signatures transmitted by electronic mail or facsimile transmission shall be deemed to be original signatures.

CITY OF MANSFIELD, TEXAS:

By: _____

Name: _____

Title: City Manager





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3175

Agenda Date: 6/24/2019

Version: 1

Status: Consent

In Control: City Council

File Type: Special Event

Agenda Number:

Title

Request for Special Event Permit: Rockin' 4th of July

Requested Action

Approval of the special event permit for the Rockin' 4th of July

Recommendation

Staff recommends approval.

Description/History

The City's annual Rockin' 4th of July event will be held on Wednesday, July 3, 2019 at Big League Dreams. Activities include live music, food and beverages for sale, bounce houses and other kids' activities, and fireworks.

Justification

n/a

Funding Source

n/a

Prepared By

Shirley Emerson, Planner, Planning and Zoning
817-276-4259

Applicant:

Angie Henley 817-804-5795



Special Event Application

Organization/Group: City of Mansfield	Date: May 15, 2019
Applicant: Angie Henley	
Applicant's Address: 1164 Matlock	Phone No.
*Will be called or emailed for more information needed and/or when the permit is ready for pick-up	Email: angie.henley@mansfieldtexas.gov
Address of Event: 500 Heritage Parkway	
Description & Activities: Live music, food and beverage for sale, bounce houses, kids activities, fireworks	
Date of Event: Wednesday, July 3, 2019	Hours of Event: 6:00-10:00pm
Public Invited or Private Party?	Estimated Number of Attendees 14,000
Is the event in a Mansfield Park? No	*If yes, Insurance is required
Do you plan to Temporarily Close a Public Street? Yes	*If yes, Insurance is required
Is the event on Private Property other than your own? Yes	*If yes, signed permission is required
Will there be any new or temporary electric lines installed? No	
*If yes, a registered Electrician must obtain a permit. Indicate the line locations on the site plan.	
Will you be using generators? Yes	*If yes, show location on the site plan
Do you plan to have any Tents? Yes	*If yes, a separate permit is required.
Do you plan to have any pop-up canopies?	
Do you plan to have any Promotional Signs? No (banners, streamers, balloons)	*If yes, a separate permit is required
City of Mansfield Assistance Requested:	
Barricades/ Street Closure? Yes	*If yes, show on site plan where you want to have barricades. A resident roster must be submitted for a block party.
Police/Traffic Control/Security? Daniel Sherwin	*If yes, attach an explanation and the name of the person you are working with
<p>Please Read and Include the Following Information With This Application</p> <p>For all outdoor activities, a site plan must be attached. One can be provided if requested. You need to show where all items will be located on the site plan.</p> <p>If Insurance is required, the City of Mansfield must be listed as "Additional Insured".</p> <p>All documents must be turned in at the same time. Please allow enough time for review and approval before the date of your event.</p>	
Applicant's Printed Name:	Applicant's Signature:
Angie Henley	Angie Henley

AGREEMENT TO ASSIST AT SPECIAL EVENT

Special Event Name and Date:

Rockum 4th

19-02014

Name of Group Assisting:

☒ Mansfield Police

☐ MISD Police

☐ Constable Office

☐ Other



Please check all that apply:

☒ We have an agreement to be Traffic Officers for this Special Event.

☐ We have an agreement to be Security Officers for this Special Event.

☐ Other:

Angie Henley

Signature

Angie Henley

Printed Name/ Job Title

Mailing Address

Contact Phone Number


E-mail



1200 East Broad Street, Mansfield, TX 76063
www.mansfieldtexas.gov Fax: 817-477-1416

Temporary Tent Application

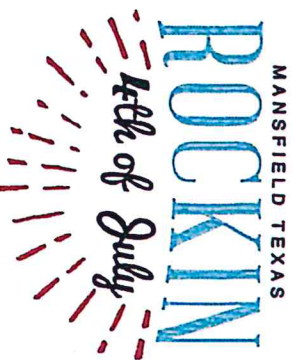
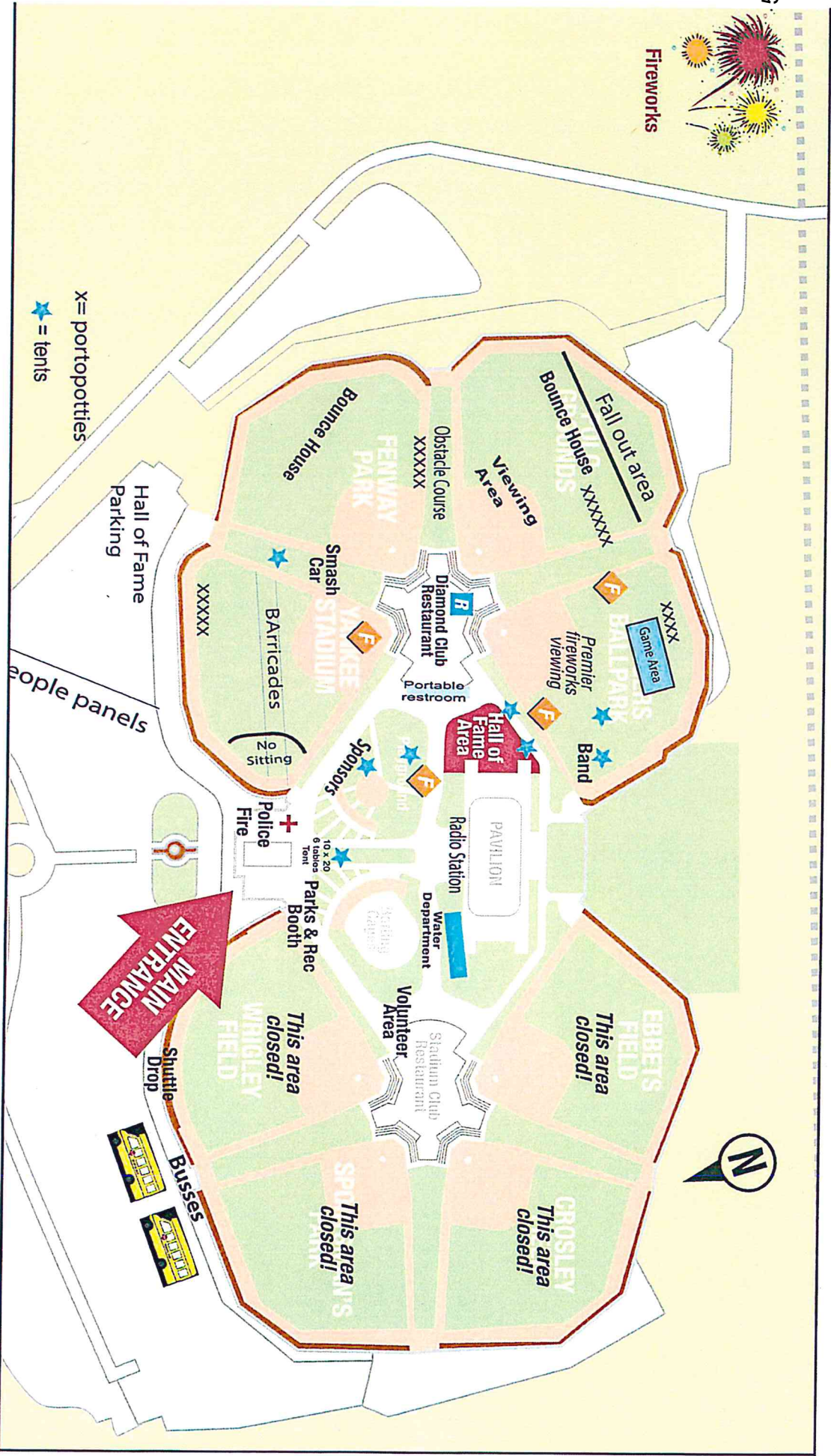
Tent location Address 500 Heritage Parkway		Suite No.	
Tenant/Business Big League Dreams			
Applicant*	City of Mansfield- Angie Henley	Phone	
Applicant Address 1164 Matlock		E-mail angie.henley@mansfieldtexas.gov	
*Will be called for questions and/or when the permit is ready for pick-up			
Tent Company Rental Stop			
Tent Company Name		Contact Number	
Company Address 5703 SW Green Oaks Blvd., Arlington, TX 76017			
Purpose of Tent:			
Special Event <input checked="" type="checkbox"/>	Sale or Promotion <input type="checkbox"/>	Assembly <input type="checkbox"/>	Other <input type="checkbox"/>
Dates Tent will be on the Property		Erected: 7/3/19	Removed: 7/3/19
Size and Height of Tent (in feet at tallest peak)			
#1 Tent Size	10 x 10	Height in feet	
#2 Tent Size	10 x 20	Height in feet	
#3 Tent Size	10 x 10	Height in feet	
Please read and Include the Following Information With This Application			Permit Fee \$60
<p>1. SITE PLAN: You must include a site plan showing where the Tent(s) will be located on the property. You need to indicate the distance from any structures and the property lines.</p>			
<p>2. FLOOR PLAN: Provide a simple floor plan for each tent showing the tables, chairs, stages, width of aisles, exits, etc. Note if the Tent sides will be Up or Down.</p>			
<p>3. FLAME RESISTANT CERTIFICATE: You must attach a Flame Resistant Certificate for the specific tent you are renting. The Tent Company can provide this.</p>			
<p>4. NOTE: Temporary tent sales by retail establishments or tent assemblies may be permitted for a period not to exceed thirty (30) days and <u>no more than once a year</u>. No tents or similar structures shall be erected in any required yard setbacks or designated easements.</p>			
Applicant's Printed Name & Date		Angie Henley	
Applicant's Signature		Angie Henley	
Property Owner/Manager Printed Name			
Property Owner/Manager Signature *REQUIRED			

<h2 style="margin: 0;">Certificate of Flame Resistance</h2>		
	<p>REGISTERED APPLICATION NUMBER CONSUMER No. R419.01</p>	<p>ISSUED BY California Combining Corp 5607 S. Santa Fe Ave Los Angeles, CA 90058 USA</p>
		<p>Date tested or manufactured July 30, 2010</p>
<p><i>This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).</i></p>		
<p>FOR <u>Tedel Company</u></p>	<p>ADDRESS <u>Unit 2 8500 River Rd</u></p>	
<p>CITY <u>Delta, B.C.</u></p>	<p>STATE <u>V40 1B5</u> Canada</p>	
<p><i>Certification is hereby made that (Check "a" or "b")</i></p>		
<p><input type="checkbox"/> (a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.</p> <p>Name of chemical used _____ Chem. Reg. No. _____</p> <p>Method of application _____</p>		
<p><input checked="" type="checkbox"/> (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.</p> <p>Trade name of flame-resistant fabric or material used <u>LAH TBX</u> Reg. No. <u>R419.01</u></p>		
<p>The Flame Retardant Process Used <u>WILL NOT</u> Be Removed By Washing <small>(will or will not)</small></p>		
<p><u>Vic Leato</u> <small>Name of Applicant or Production Superintendent</small></p>		<p>By <u>Cathy Dior</u> <small>Secretary Treasurer</small></p>

009
 PAGE 05/07

CALIFORNIA COMBINING

CONTROL NO. 073010
 CUSTOMER ORDER NO. Rej
 CUSTOMER INVOICE NO. 09375
 YARDS OR QUANTITY 3020
 COI OR
 STYLE 15x61 B/O Polish
 DATE PROCESSED July 30, 2010



2019



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3181

Agenda Date: 6/24/2019

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the June 10, 2019 Regular City Council Meeting Minutes

Requested Action

Action to be taken to approve the minutes.

Recommendation

Approval of the minute by the Council.

Description/History

The minutes of the June 10, 2019 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, June 10, 2019

5:00 PM

Council Chambers

REGULAR MEETING AMENDED AGENDA

5:00 P.M. - CALL MEETING TO ORDER

Mayor Cook called the meeting to order at 5:07 p.m.

Present 7 - David Cook; Larry Brose; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

WORK SESSION TO BE HELD IN THE MULTI-PURPOSE ROOM

Budget

City Manager Clayton Chandler made opening remarks regarding the upcoming 2019/2020 Budget. He explained the budget process as established by the City Charter. He spoke about the impact the legislative session was going to have on the city's budget. He identified eight topics of discussion: homestead exemption; strategic plan; capital requirements; facility issues; new programs; insurance (health and buildings); contingencies; and credit ratings. There was discussion regarding the current strategic plan and how staff has been committed to maintaining the plan Council put in place. Mr. Chandler touched on the capital requirements presented during the current budget cycle. He stated the Director of Development Services, Wade McLaurin did a complete review of all city facilities and identified various repairs needed to keep the integrity of the facilities. He made comments regarding building insurance and health insurance. There was detailed discussion regarding health insurance and how the city could reduce its cost. The state law requirements were discussed regarding a possible homestead exemption. Mr. Chandler mentioned if an exemption was to be adopted it would need to be in the State Comptroller's office by July 1st. There was discussion amongst staff and Council about a homestead exemption. Mr. Chandler spoke about the contingency fund and the need to secure city facilities. Deputy City Manager Peter Phillis answered questions regarding operational capital, homestead exemption, and keeping the AAA Bond Rating. Deputy City Manager Shelly Lanners explained the need for additional staffing in the Parks Department. Peter explained the state imposed revenue cap and the process of going over the rollback rate and answered questions regarding the election process. Staff explained the difference between General Obligation Bonds and Certificates of Obligation. The impact the legislative session will have on the city's budget was discussed in further detail. There was discussion regarding the items that could be put on a bond election before the voters. Council requested the next budget meeting be held on an off Council meeting night after July 25, 2019.

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 6:45 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 6:51 p.m. Mayor Pro Tem Short stepped out of executive session at 6:58 p.m. and returned at 7:07 p.m. Mayor Cook adjourned the executive session at 7:26 p.m.

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

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

Seek Advice of City Attorney Regarding Food Truck Regulations

Seek Advice of City Attorney Regarding Matters Relating to Structural Conditions of City Facilities (Addendum to Agenda)

Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**Personnel Matters Pursuant to Section 551.074**

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

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 Cook reconvened into regular business session at 7:31 p.m.

INVOCATION

Council Member Broseh gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Moore led the Pledge of Allegiance.

TEXAS PLEDGE

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

Council Member Lewis led the Texas Pledge.

CITIZEN COMMENTS

Lance Irwin - 1208 Killian Drive - Mr. Irwin spoke in opposition of alcohol variances. He stated variances should not be given to businesses beside schools.

Mayor Cook recognized the following non-speakers:

Bill Beard - 202 W. Oak Street - Opposed to agenda item 19-3132

Faye Rydell - 202 W. Oak Street - Opposed to agenda item 19-3132

Karen Marcucci - 829 Pecos Court - Opposed to alcohol sales near schools

Desiree Thomas - 5 Macan Court - Opposed to alcohol sales near schools

COUNCIL ANNOUNCEMENTS

Council Member Leyman had no announcements.

Mayor Pro Tem Short had no announcements.

Council Member Lewis stated he was thankful city park facilities are equiped with Automatic External Defibrillators (AED). He mentioned one was recently used at a city park.

Council Member Moore recognized the passing of former Mayor Mel Neuman who was also a Commissioner on the Planning and Zoning Commission.

Council Member Newsom had no announcements.

Council Member Broseh had no announcements.

Mayor Cook echoed Council Member Moore's comments.

SUB-COMMITTEE REPORTS

There were no sub-committee reports.

STAFF COMMENTS**City Manager Report or Authorized Representative**

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Lewis to appoint Anne Weydeck to the unexpired term of Mel Neuman on the Planning and Zoning Commission.

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

CONSENT AGENDA**[19-3128](#)**

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from SF-12/22 Single-Family Residential District and PR Pre-Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 7.7 Acres out of Lot 1R1, Change of Scenery; 1.2 Acres out of Lot 1R2, Change of Scenery; and 1.122 Acres out of the William Childress Survey, Abstract No. 1949, Tarrant County, TX, Totalling Approximately 10.022 Acres Located at the Southeast Corner of Seeton Road & National Parkway; Don Dykstra of Bloomfield Homes on behalf of Richard E. LeBlanc of Knox Street Partners No. 20, Ltd. c/o Hanover Property Co. (ZC#19-001)

City Secretary Susana Marin read the caption into the record.

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

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

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2127-19

[19-3129](#)

Ordinance -Third and Final Reading of an Ordinance Approving a Change of Zoning from C-2 Community Business District & PR Pre-Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 11.82 Acres out of the Treese Crawford Survey, Abstract No. 831, Johnson County, TX, Located on the East Side of S. Main Street, Approximately 112 Feet North of Vinewood Drive; Rich Darragh of Skorburg Company on behalf of Lyndell Lacey of Central Mansfield Church of Christ and William B. Mashburn (ZC#19-002)

Susana Marin read the caption into the record.

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

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

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

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

Aye: 7 - David Cook; Larry Brose; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2128-19

[19-3133](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Building Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES C, E, F AND I; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR THE RECORDING OF THE CODES AS PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Brose; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2129-19

[19-3134](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Residential Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES A, B, C, G, H, J, N, P, Q, AND T; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR THE RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Brose; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2130-19

[19-3135](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Existing Building Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES B AND C; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS

ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2131-19

[19-3136](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Fire Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES B, C, D, E, F, G, H, I, J, K, L AND N; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2132-19

[19-3137](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Fuel Gas Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES A, B, AND C; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2133-19

[19-3138](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2017 Edition of the National Electrical Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE (NFPA 70), AND LOCAL AMENDMENTS; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2134-19

[19-3139](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Mechanical Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDIX A; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2135-19

[19-3140](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Plumbing Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE, AND LOCAL AMENDMENTS; ADOPTING APPENDICES C AND E; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2136-19

[19-3141](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 Edition of the International Energy Conservation Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, AND LOCAL AMENDMENTS; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2137-19

[19-3142](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018 edition of the International Property Maintenance Code and its Local Amendments

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

AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND LOCAL AMENDMENTS; PROVIDING FOR THE MODIFICATION OF THE CODES TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING

**FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE;
PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR
PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE
DATE**

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike
Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2138-19

[19-3143](#)

Ordinance - Third and Final Reading of an Ordinance Adopting the 2018
Edition of the International Swimming Pool and Spa Code and its Local
Amendments

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

**AN ORDINANCE OF THE CITY OF MANSFIELD ADOPTING THE 2018 EDITION OF
THE INTERNATIONAL SWIMMING POOL AND SPA CODE, AND LOCAL
AMENDMENTS; PROVIDING FOR THE MODIFICATION OF THE CODES TO
INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE
CODES AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE
CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR THE REPEAL OF ALL
ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE;
PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR
PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE
DATE**

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

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

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike
Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2139-19

[19-3172](#)

Minutes - Approval of the May 28, 2019 Regular City Council Meeting Minutes

**A motion was made by Council Member Newsom to approve the minutes of the
May 28, 2019 Regular City Council Meeting as presented. Seconded by Council
Member Lewis. The motion CARRIED by the following vote:**

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

[19-3173](#)

Request for Special Event Permit: Eubanks Snow Cones

A motion was made by Council Member Newsom to approve the request for special event permit. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[19-3160](#)

Ordinance - Second Reading of an Ordinance Approving the Sale of Certain Real Property Described as Lot 18R1 Block 5, Hillcrest Addition, Also Known As 801 Stell Avenue, Lot 18R2 Block 5, Hillcrest Addition, Also Known As 315 McKown Drive, Lot 9 Block 7, Hillcrest Addition Also Known As 416 McKown Drive, Mansfield, Texas to Jennifer Belz for \$48,000 for Each Property Listed for a Total Sum of \$144,000

Mayor Pro Tem Short removed this item from the consent agenda.

A motion was made by Council Member Newsom to approve the second reading of "AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOT 18R1 BLOCK 5, HILLCREST ADDITION, ALSO KNOWN AS 801 STELL AVENUE, LOT 18R2 BLOCK 5, HILLCREST ADDITION, ALSO KNOWN AS 315 MCKOWN DRIVE, LOT 9 BLOCK 7, HILLCREST ADDITION ALSO KNOWN AS 416 MCKOWN DRIVE, MANSFIELD, TEXAS." Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 1 - Julie Short

END OF CONSENT AGENDA

OLD BUSINESS

[19-3132](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Mobile Food Unit Sales, Outdoor Dining, Outdoor Stage/live

Entertainment, Bar, Special Event, and Office Uses on Approximately 0.7495 Acres Located at 107 Walnut Street; Shane Farrar of Open Range Properties (ZC#18-007)

A MAIN motion was made by Council Member Lewis to approve the following ordinance with the hours of operation being from Sunday thru Thursday, 7:00 a.m. to 12:00 a.m. with no live music after 10:00 p.m.; Friday and Saturday 7:00 a.m. to 2:00 a.m. with no live music after 11:00 p.m.; food trucks must comply with all future food truck ordinances of the City of Mansfield; and that a food truck can only be used on the property for up to six weeks consecutively and must be off of the property for a minimum of two weeks before it can return:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR MOBILE FOOD UNIT SALES, OUTDOOR DINING, OUTDOOR STAGE/LIVE ENTERTAINMENT, BAR, SPECIAL EVENT, AND OFFICE USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

Seconded by Council Member Broseh

A motion to amend the main motion was made by Council Member Moore allowing for live music to start at 4:00 p.m. Sunday thru Thursday and 10:00 a.m. on Friday and Saturday. The motion FAILED for lack of a second.

A motion to amend the main motion was made by Council Member Lewis that the same food truck can not be on the property for more than one consecutive day and can not be at the location for more than three days in a week. Seconded by Council Member Broseh. The motion to amend CARRIED by the following vote:

Ayes: David Cook, Brent Newsom, Mike Leyman, Casey Lewis, Julie Short and Larry Broseh

Nays: Terry Moore

The amended MAIN motion CARRIED by the following vote:

Aye: 6 - David Cook; Larry Broseh; Brent Newsom; Terry Moore; Julie Short and Casey Lewis

Nay: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2140-19

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 8:24 p.m. Seconded by Council Member Lewis. The motion CARRIED by the

following vote:

Aye: 7 - David Cook; Larry Brose; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

ATTEST: David L. Cook, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3169

Agenda Date: 6/24/2019

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Review and Consideration of a Request to Approve a Minor Modification of the Development Plan for Broad Street Medical Located at 350 Matlock Road; Brad Lehman of MJ Thomas Engineering, LLC on behalf of Sonal Desai of Matlock Crossing, LLC (ZC#10-005C)

Requested Action

To review and consider the subject request for a minor modification to an approved planned development.

Recommendation

Staff recommends approval.

Description/History

The subject property consists of approximately 1.69 acres addressed as 350 Matlock Road. It comprises Lot 1BR2, Block 1, of the Broad Street Medical planned development (PD) and is located on the east side of Matlock Road, north of Rosa's Café, west of the Cedar Bluff assisted living facility, and south of an existing medical office building.

The original development plan for this property was approved in 2010. In 2014, the PD was amended to provide for the existing 16,510 sq. ft. medical office building immediately to the north and a planned single-story 16,638 sq. ft. medical office building for the subject lot. The applicant is requesting another minor modification in order to change the previously approved plan for this lot from one single-story 16,638 sq. ft. medical office building to one single-story 5,969 sq. ft. medical/office building (B1) and one two-story 14,401 sq. ft. medical/office building (B2). It should be noted that the original development as approved in 2010 called for a two-story 50,000 sq. ft. medical office building over both this lot and the lot to the north.

Since the new plan is for two buildings with a combined increased building area and increased height for one of the buildings, staff is requesting City Council to review and consider the minor modification to the PD.

Site Plan

This lot will include a single-story 5,969 sq. ft. medical/office building (B1) on the western part of the property (oriented towards Matlock Road) and a two-story 14,401 sq. ft. medical/office building (B2) on the eastern part of the property. B1 will have a max. height of 23.67 ft. and B2 will have a max. height of 44.5 ft. Primary office entrances will be located on the west side of B1 (facing Matlock) and the south side of B2; stair entrances will be located on the north side of B2. The buildings will be served by a 95-space parking lot. The PD requires a parking ratio of 1 space per 300 sq. ft. for medical offices. The 95 spaces provided equates to a ratio of 1 parking space for every 214 sq. ft. and exceeds the required number of spaces by 27. Sidewalks will wrap around both of the buildings for easy pedestrian access and there will also be a sidewalk connection out to the sidewalk along Matlock Road.

The trash enclosure will be located in the southeastern portion of the property in close relative proximity to the trash enclosures on the properties to the east and south.

The property will connect to all three of the surrounding lots, utilizing existing driveways and street stubs. The main access points on Matlock Road are a right-in/right-out access point just to the southwest via the existing driveway to the south, as well as a full access point via the medical office property to the north.

Elevations

In this PD, building facades oriented towards a public or private street shall be constructed of at least 75% masonry or masonry-like materials. Masonry or masonry-like materials are defined in this PD to include brick, stone, textured/painted precast or tilt-wall concrete, stucco or plaster, or integral color split-face block. In addition, no one material shall comprise more than 75% of a building façade for office uses and the percentage of glass is not to exceed 60%. The applicant has provided elevations showing buildings that include a mix of brick, stone, and stucco, accented by metal fascia and awnings. The buildings include varied wall heights and a series of wall plane recesses and projections. Soldier courses and cast stone moldings separate building materials vertically and the buildings include windows on all elevations; glass is limited to 17.23% on the one-story building and 22.09% on the two-story building. The elevations meet the architectural requirements of the PD. However, staff notes that the building labels do not align with the Site Plan and will need to be corrected.

Landscape Plan

The Landscape Plan includes a mixture of red oak and cedar elm trees in the landscape setback along Matlock Road, shrubs to screen the parking lot from Matlock, and a mix of live oak, red oak, cedar elm, and red cedar trees, as well as shrubs, in the parking lot islands. Shrubs are also planned around the trash enclosures and on the east side of the two-story building. To break up the sidewalks around the building, 11 planter boxes with junipers will be provided.

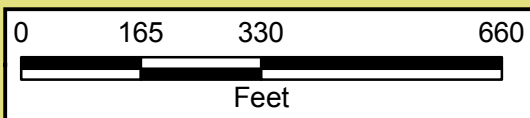
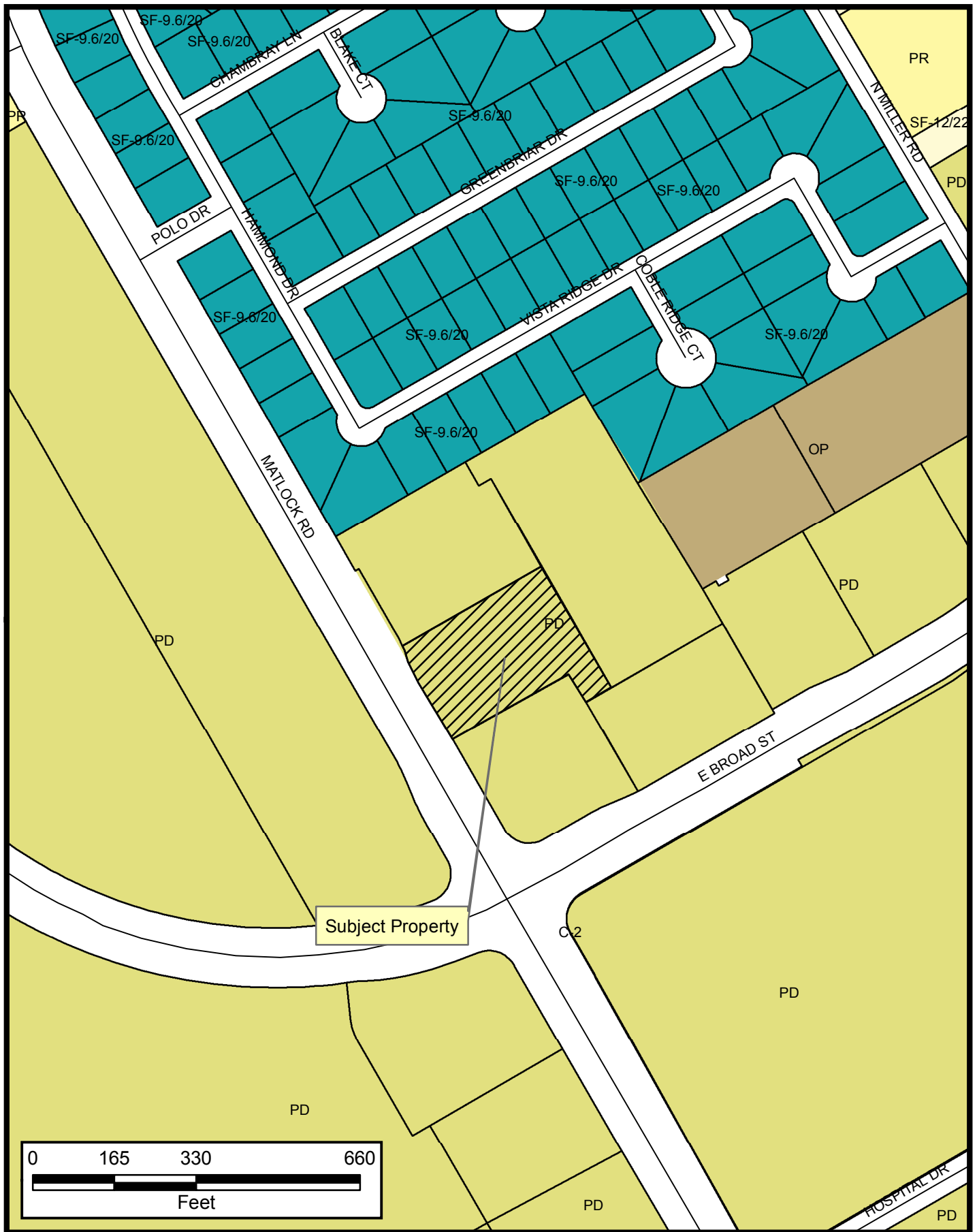
Summary and Recommendation

Overall, while the property breaks up the previously approved plan from one building into two buildings and increases the height of one of the buildings to two stories, the medical/office use remains the same and the design of the site and the planned use of the property is compatible with surrounding properties and the intent of the planned development. The two-story height is also consistent with the original plan approved in 2010. Staff recommends approval with the condition that the applicant corrects the building labels on the Elevations to match the Site Plan.

Prepared By

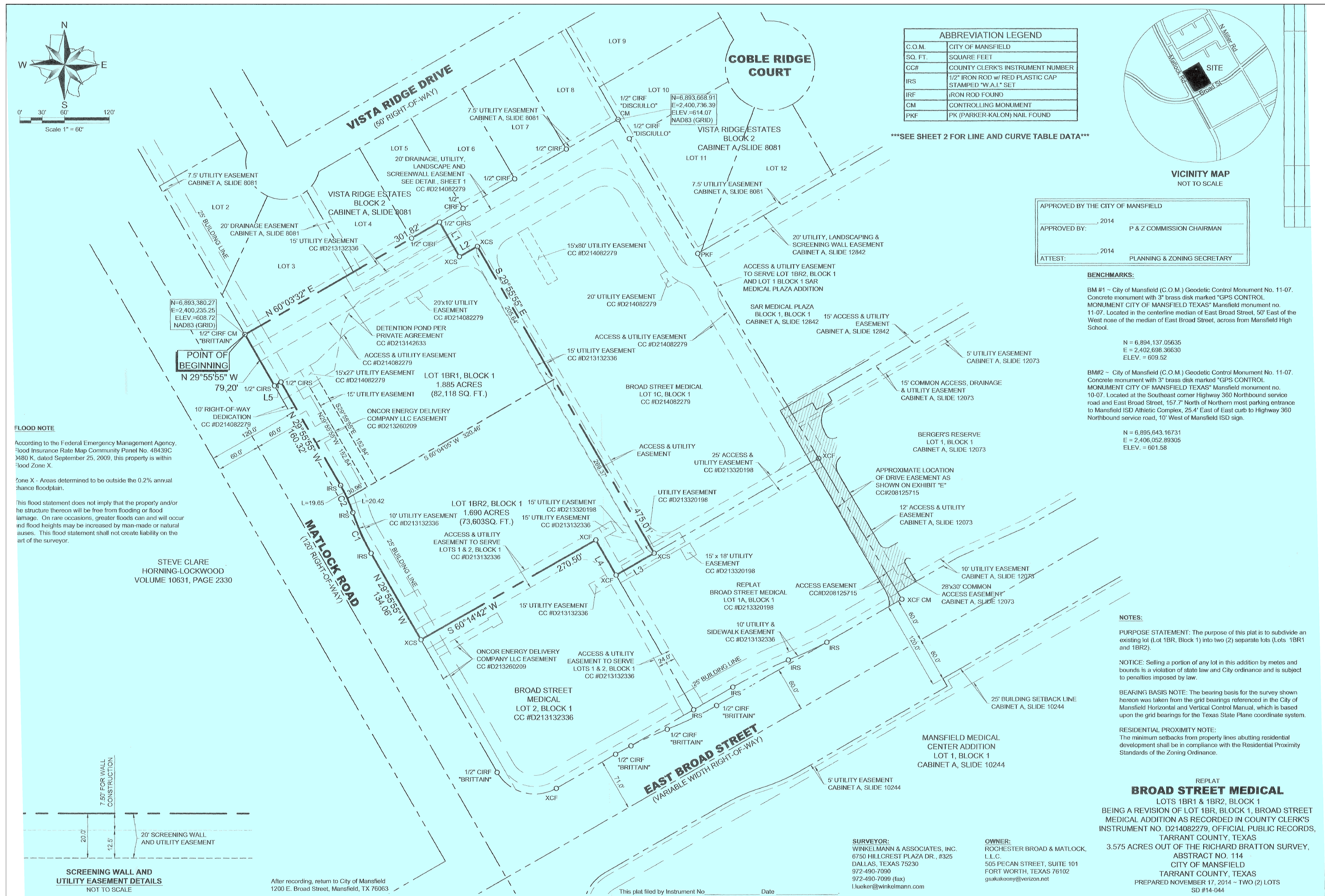
Lisa Sudbury, AICP
Interim Director of Planning
817-276-4227





ZC#10-005C

Exhibit A - ZC#10-005C

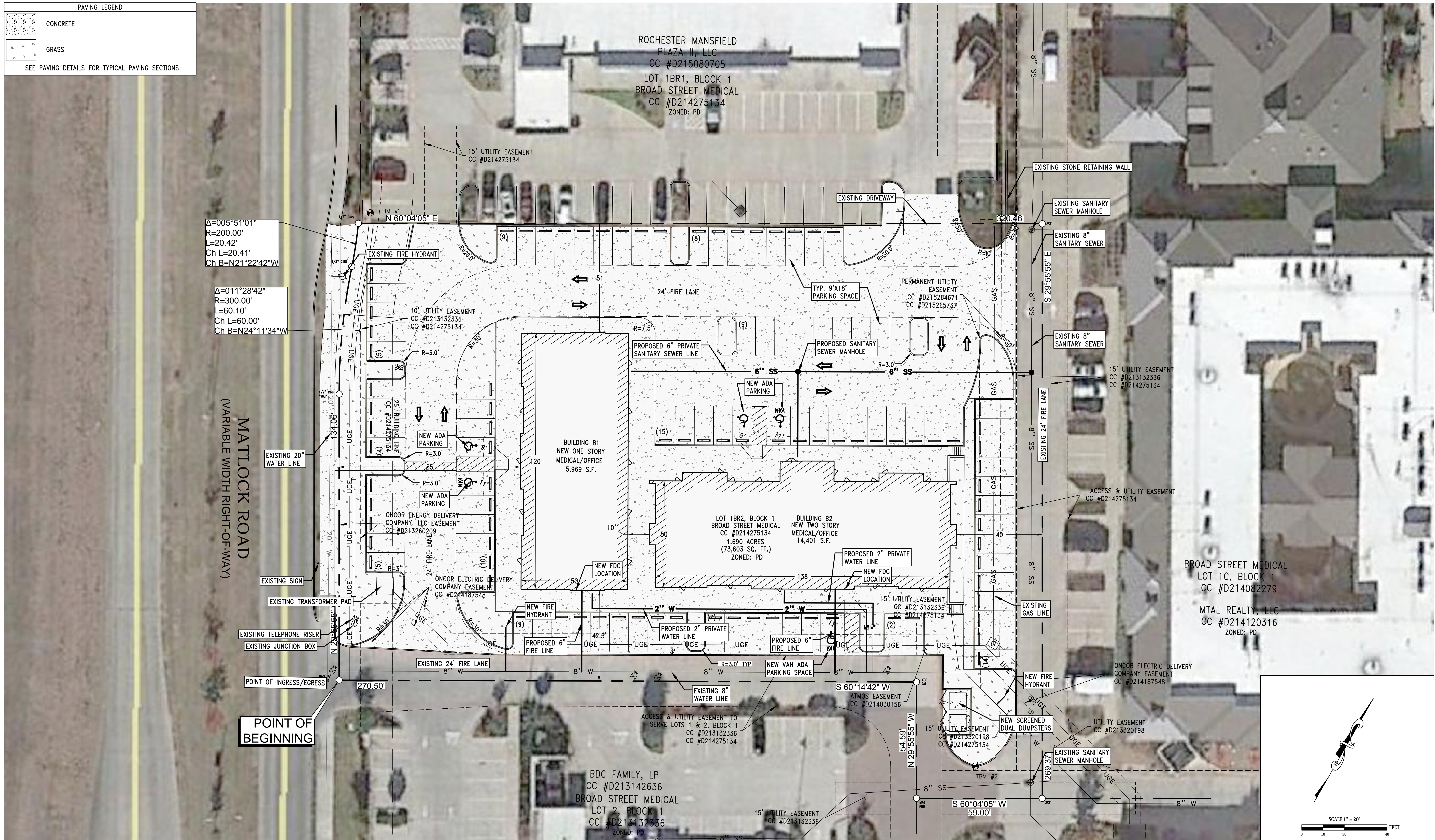


PAVING LEGEND

CONCRETE

GRASS

SEE PAVING DETAILS FOR TYPICAL PAVING SECTIONS



SITE DATA TABLE

ORIGINAL LOT AREA:	73,603 SF	ZONING:	PLANNED DEVELOPMENT (PD)
GROSS BUILDING AREA:	20,370 SF	CURRENT LAND USE:	OPEN LOT
PARKING AND BUILDING AREA:	68,801 SF	PROPOSED LAND USE:	MEDICAL/OFFICE
REQUIRED MEDICAL/OFFICE PARKING:	1 PER 300 SF	PERCENT LOT COVERAGE:	92
TOTAL PARKING REQUIRED:	68 SPACES	LANDSCAPE AREA REQUIRED:	N/A
TOTAL PARKING PROVIDED:	97 SPACES	LANDSCAPE AREA PROVIDED:	5,743 SF
STANDARD PARKING SPACES:	92 SPACES	1 STORY BUILDING HEIGHT:	23.67 FT MAX.
ADA PARKING SPACES:	5 SPACES	2 STORY BUILDING HEIGHT:	44.5 FT MAX.

PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW
AND NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. THEY WERE
PREPARED BY OR UNDER SUPERVISION OF:
BRAD A. LEHMAN 124715 06-12-2019
PE NO. DATE

MJTHOMAS
★ ENGINEERING, LLC ★

3973 W. VICKERY BLVD., SUITE 103
FORT WORTH, TX 76107
REGISTRATION NO. F-9435
PHONE - (817) 732-9839
FAX - (817) 732-9841
MJT NO. - 830-002

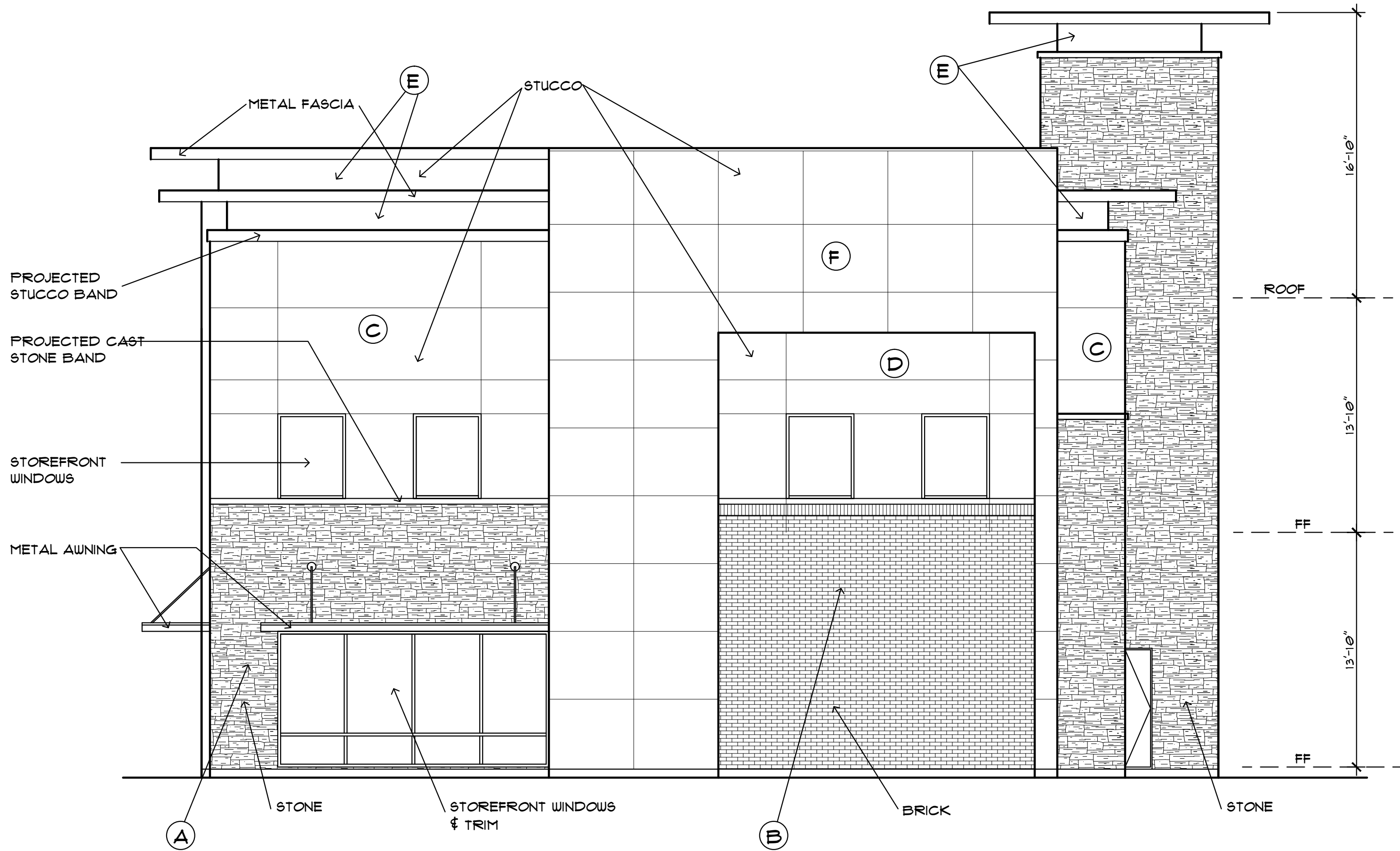
SITE PLAN

LOT 1B2, BLOCK 1
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
BROAD STREET MEDICAL
350 MATLOCK ROAD
MANSFIELD, TEXAS
JUNE 12, 2019
ZC#10-005C

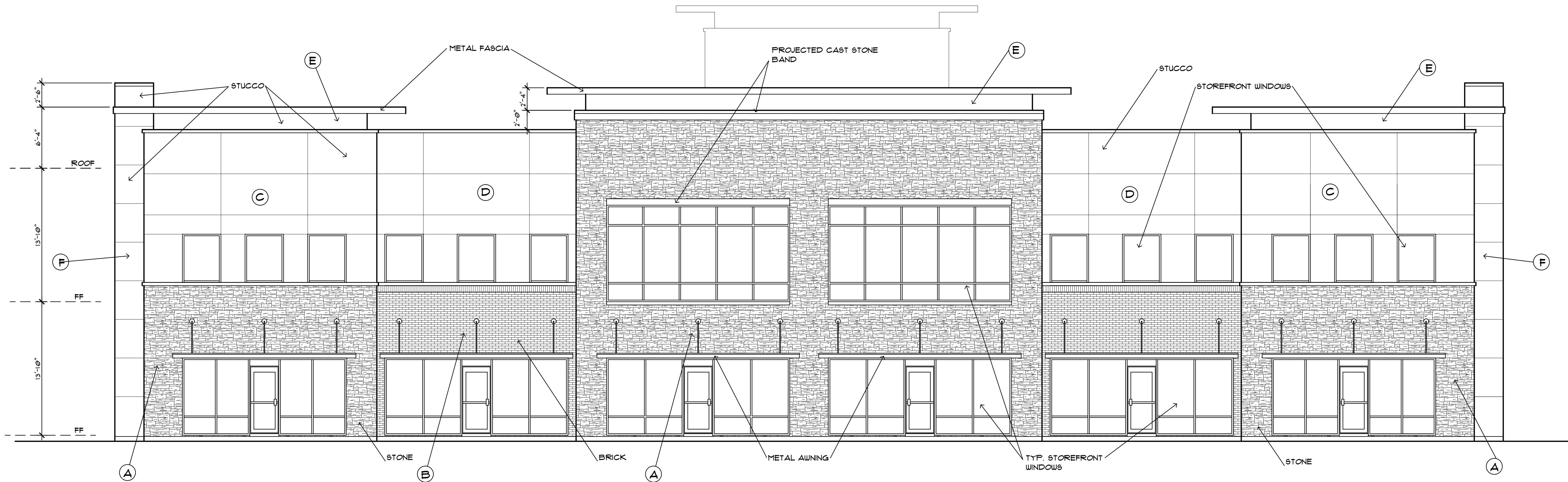
EXHIBIT B

BUILDING B1 MATERIAL BREAKDOWN		
NORTH ELEVATION		
STONE	40.34%	
BRICK	24.54%	
STUCCO	35.12%	
SOUTH ELEVATION		
STONE	43.53%	
BRICK	10.60%	
STUCCO	45.19%	
EAST ELEVATION		
STONE	26.45%	
BRICK	14.93%	
STUCCO	58.62%	
WEST ELEVATION		
STONE	18.55%	
BRICK	16.50%	
STUCCO	64.83%	
TOTAL BUILDING		
STONE	35.16%	
BRICK	17.20%	
STUCCO	47.64%	
TOTAL GLASS		
	22.09%	

LEGEND		
MATERIAL	MANUFACTURER & COLOR	
A STONE	CORONADO STONE/VIRGINIA LEDGE-HILLSIDE	
B BRICK	ACME/DOVE GRAY	
C STUCCO	SHERWIN WILLIAMS/SW 7010 SITE WHITE	
D STUCCO	SHERWIN WILLIAMS/SW 7050 GRAY CLOUDS	
E STUCCO	SHERWIN WILLIAMS/SW 7021 CEILING BRIGHT	
F STUCCO	SHERWIN WILLIAMS/SW 7044 AMAZING GRAY	
AWNINGS & STOREFRONT TO BE NATURAL ALUMINUM COLOR		



02-BUILDING B1 EAST ELEVATION - 2 STORY OFFICE
SCALE: 3/16" = 1'-0"



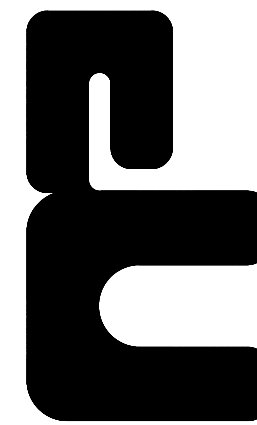
01-BUILDING B1 SOUTH ELEVATION - 2 STORY OFFICE
SCALE: 3/16" = 1'-0"

ZC#10-005C
EXHIBIT C.1

REVISIONS:

MANSFIELD OFFICE BUILDING
MATLOCK ROAD @ BROAD ST.
MANSFIELD, TEXAS

NORMAN PATTEN & ASSOC.



ARCHITECTURE & PLANNING

413 CEDAR ST. @ MAIN - CEDAR HILL, TX 75104 - 972/293 - 9929
npatten@flash.net

4-2-19
DATE:

1852
JOB NO.

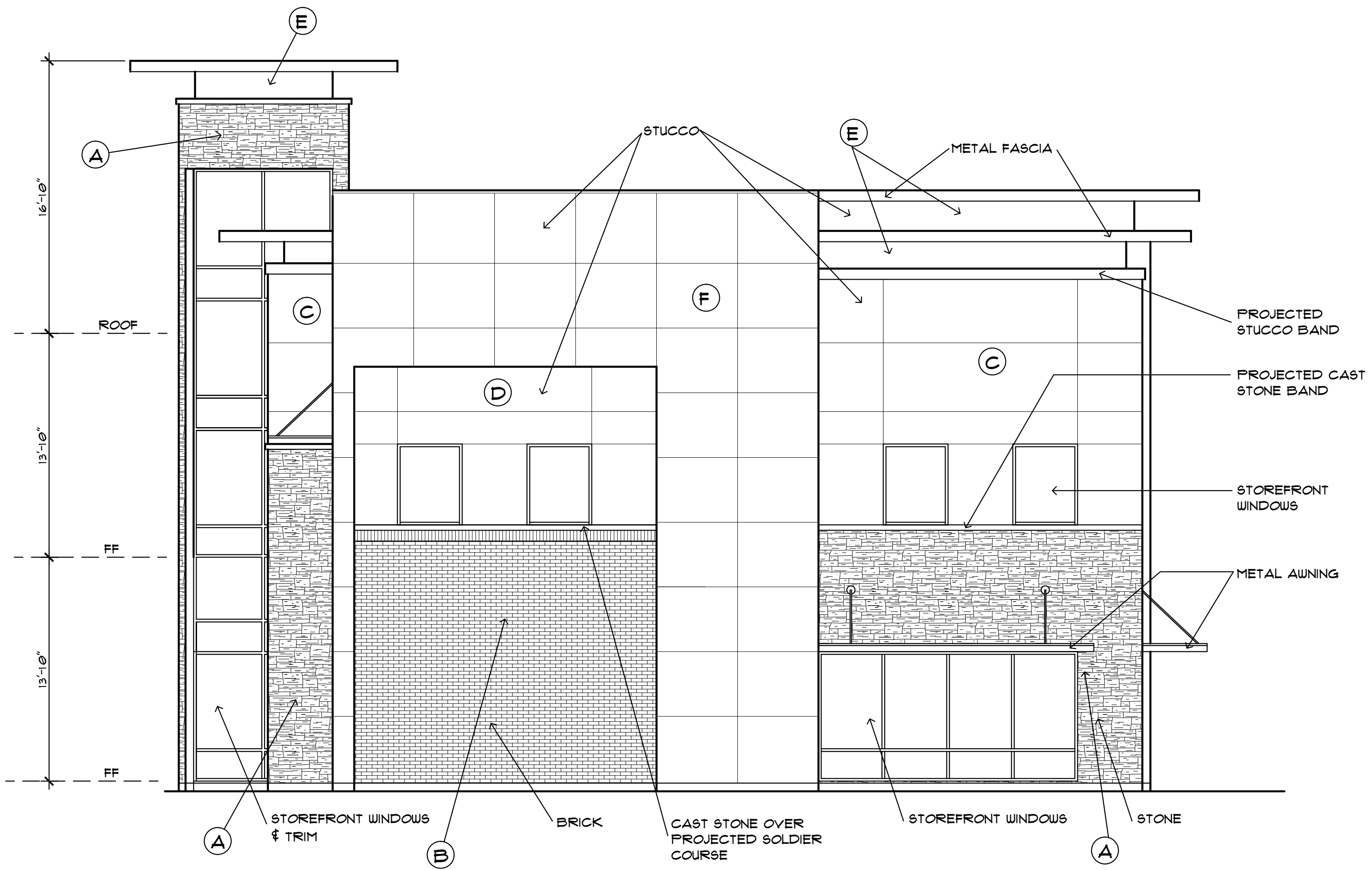
SHEET NO.

A2

BUILDING B1 MATERIAL BREAKDOWN	
NORTH ELEVATION	
STONE	40.34%
BRICK	24.54%
STUCCO	35.12%
SOUTH ELEVATION	
STONE	43.53%
BRICK	10.68%
STUCCO	45.79%
EAST ELEVATION	
STONE	26.45%
BRICK	14.33%
STUCCO	58.62%
WEST ELEVATION	
STONE	18.59%
BRICK	16.58%
STUCCO	64.83%
TOTAL BUILDING	
STONE	35.16%
BRICK	17.20%
STUCCO	47.64%
TOTAL GLASS	22.09%

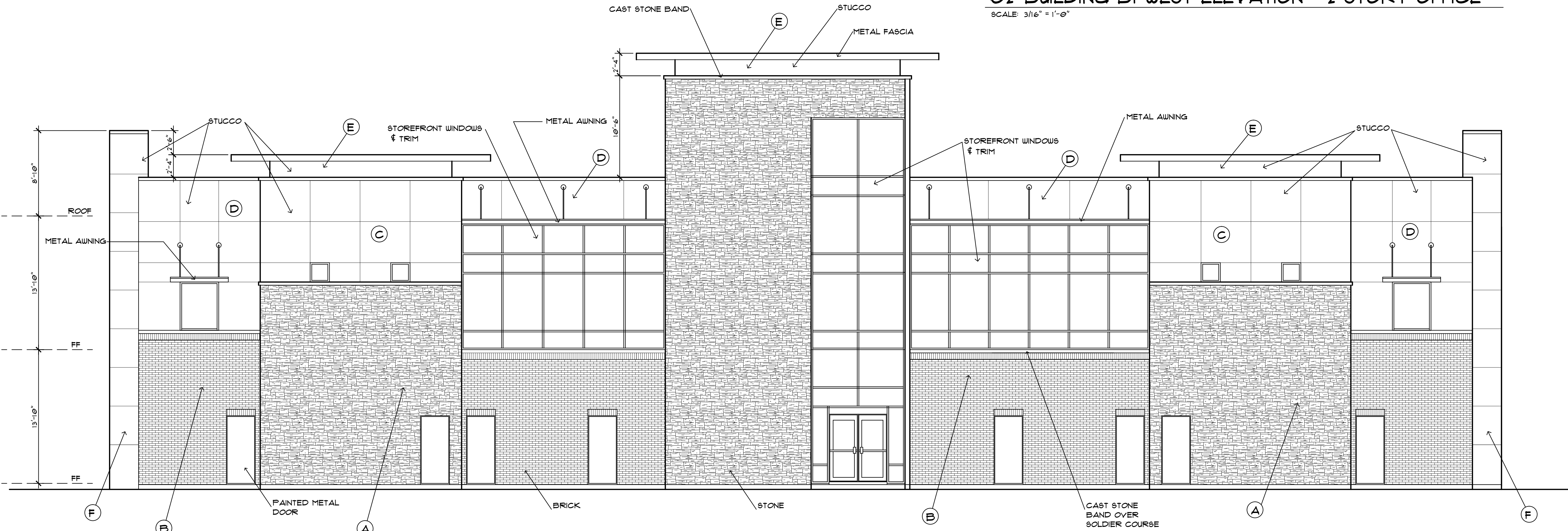
LEGEND	
MATERIAL	MANUFACTURER & COLOR
A STONE	CORONADO STONE/VIRGINIA LEDGE-HILLSIDE
B BRICK	ACHE/DOVE GRAY
C STUCCO	SHERWIN WILLIAMS/SW 1010 SITE WHITE
D STUCCO	SHERWIN WILLIAMS/SW 1658 GRAY CLOUDS
E STUCCO	SHERWIN WILLIAMS/SW 1001 CEILING BRIGHT
F STUCCO	SHERWIN WILLIAMS/SW 1044 AMAZING GRAY

AWNINGS & STOREFRONT TO BE NATURAL ALUMINUM COLOR



02-BUILDING B1 WEST ELEVATION - 2 STORY OFFICE

SCALE: 3/16" = 1'-0"



01-BUILDING B1 NORTH ELEVATION - 2 STORY OFFICE

SCALE: 3/16" = 1'-0"

ZC#10-005C
EXHIBIT C.2

REVISIONS:

MANSFIELD OFFICE BUILDING
MATLOCK ROAD @ BROAD ST.
MANSFIELD, TEXAS

NORMAN PATTEN & ASSOC.

ARCHITECTURE & PLANNING

4-2-19
DATE:

1852
JOB NO.

SHEET NO.

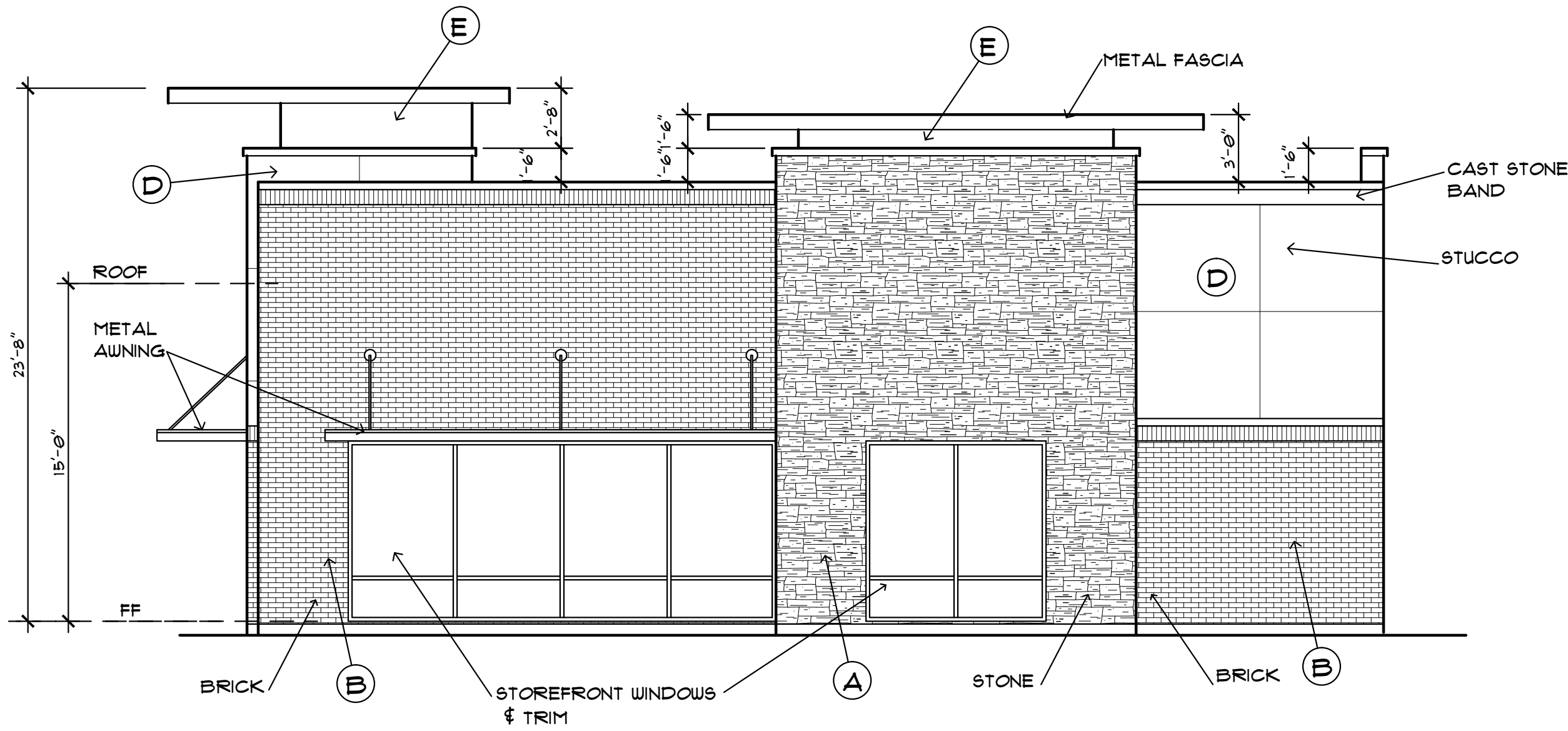
A3

413 CEDAR ST. @ MAIN - CEDAR HILL, TX 75104 - 972/293 - 2929
npatten@flash.net

BUILDING B2 MATERIAL BREAKDOWN		
NORTH ELEVATION	STONE	32.18%
	BRICK	48.14%
	STUCCO	18.48%
SOUTH ELEVATION	STONE	32.18%
	BRICK	48.14%
	STUCCO	18.48%
EAST ELEVATION	STONE	1.23%
	BRICK	61.20%
	STUCCO	31.51%
WEST ELEVATION	STONE	30.88%
	BRICK	46.30%
	STUCCO	22.82%
TOTAL BUILDING	STONE	19.08%
	BRICK	53.24%
	STUCCO	21.11%
TOTAL GLASS		17.23%

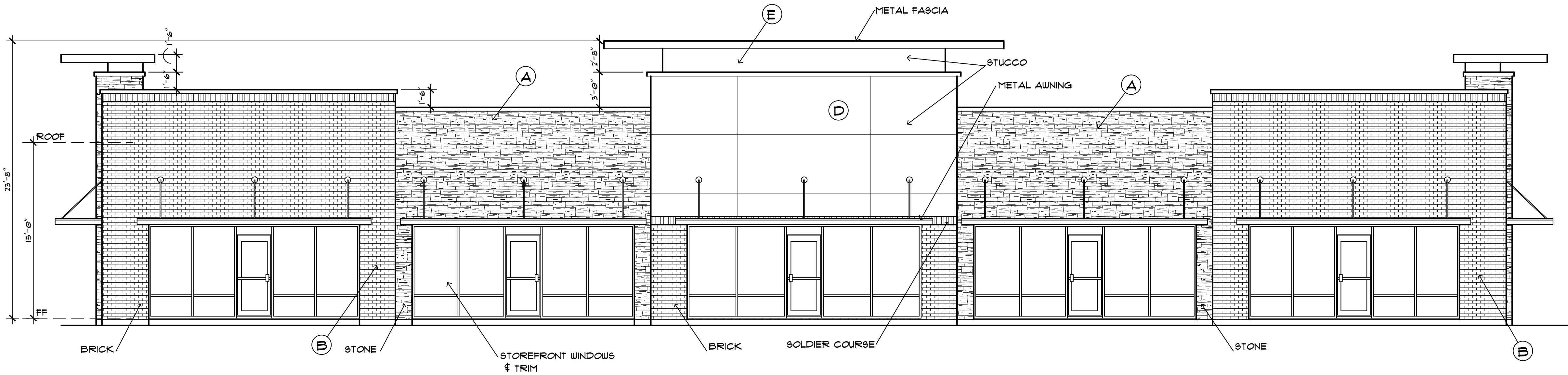
LEGEND		
MATERIAL	MANUFACTURER & COLOR	
A	STONE	CORONADO STONE/VIRGINIA LEDGE-HILLSIDE
B	BRICK	ACME/DOVE GRAY
C	STUCCO	SHERWIN WILLIAMS/SW 1010 SITE WHITE
D	STUCCO	SHERWIN WILLIAMS/SW 1658 GRAY CLOUDS
E	STUCCO	SHERWIN WILLIAMS/SW 1001 CEILING BRIGHT
F	STUCCO	SHERWIN WILLIAMS/SW 1044 AMAZING GRAY

AWNINGS & STOREFRONT TO BE NATURAL ALUMINUM COLOR



02-BUILDING B2 SOUTH ELEVATION - 1 STORY OFFICE

SCALE: 3/16" = 1'-0"



01-BUILDING B2 WEST ELEVATION - 1 STORY OFFICE

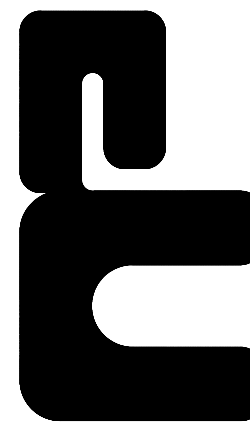
SCALE: 3/16" = 1'-0"

ZC#10-005C
EXHIBIT C.3

REVISIONS:

MANSFIELD OFFICE BUILDING
MATLOCK ROAD @ BROAD ST.
MANSFIELD, TEXAS

NORMAN PATTEN & ASSOC.



ARCHITECTURE & PLANNING

413 CEDAR ST. @ MAIN - CEDAR HILL, TX 75104 - 972/ 293 - 2929
npatten@flash.net

4-2-19
DATE:

1852
JOB NO.

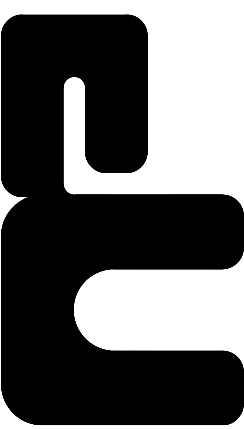
SHEET NO.

A4

REVISIONS:

MANSFIELD OFFICE BUILDING
MATLOCK ROAD @ BROAD ST.
MANSFIELD, TEXAS

NORMAN PATTEN & ASSOC.



ARCHITECTURE & PLANNING

413 CEDAR ST. @ MAIN - CEDAR HILL, TX 75104 - 972/ 993 - 9929
npatten@flash.net

4-2-19
DATE:

1852
JOB NO.

SHEET NO.

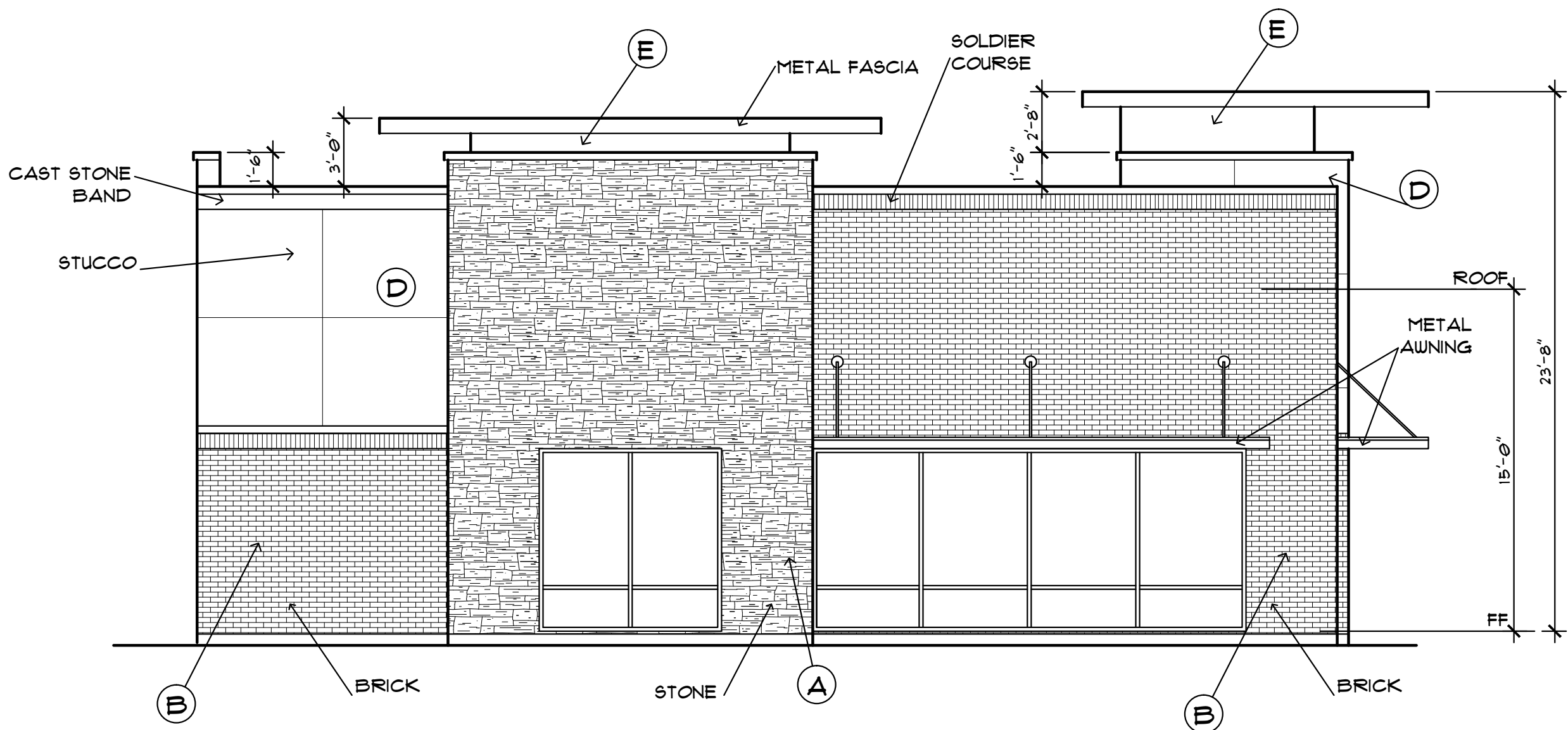
A5

BUILDING B2 MATERIAL BREAKDOWN	
NORTH ELEVATION	
STONE	32.18%
BRICK	48.14%
STUCCO	18.48%
SOUTH ELEVATION	
STONE	32.18%
BRICK	48.14%
STUCCO	18.48%
EAST ELEVATION	
STONE	1.23%
BRICK	61.20%
STUCCO	37.57%
WEST ELEVATION	
STONE	30.88%
BRICK	46.30%
STUCCO	22.82%
TOTAL BUILDING	
STONE	19.08%
BRICK	53.24%
STUCCO	27.71%
TOTAL GLASS	17.23%

LEGEND

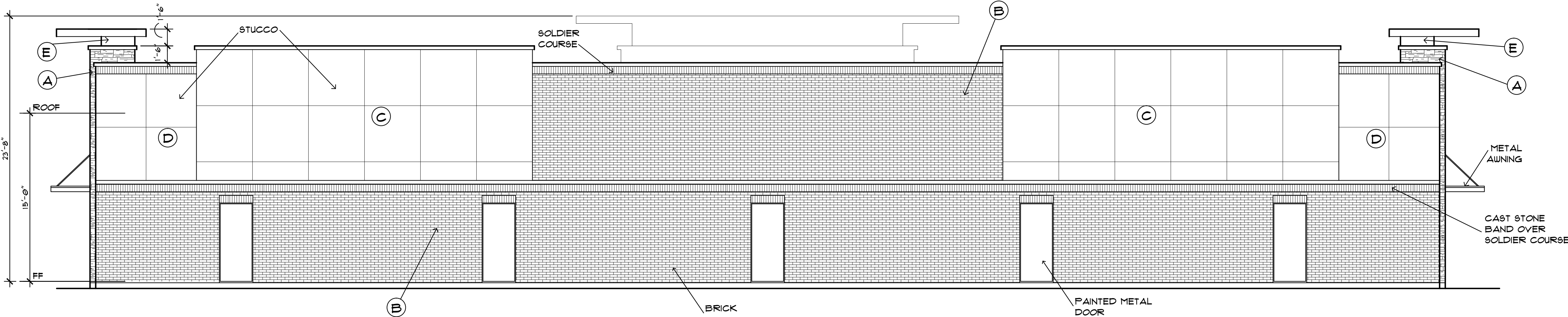
MATERIAL	MANUFACTURER & COLOR
A STONE	CORONADO STONE/VIRGINIA LEDGE-HILLSIDE
B BRICK	ACME/DOVE GRAY
C STUCCO	SHERWIN WILLIAMS/SW 1010 SITE WHITE
D STUCCO	SHERWIN WILLIAMS/SW 1658 GRAY CLOUDS
E STUCCO	SHERWIN WILLIAMS/SW 1001 CEILING BRIGHT
F STUCCO	SHERWIN WILLIAMS/SW 1044 AMAZING GRAY

AWNING & STOREFRONT TO BE NATURAL ALUMINUM COLOR



02-BUILDING B2 NORTH ELEVATION - 1 STORY OFFICE

SCALE: 3/16" = 1'-0"



01-BUILDING B2 EAST ELEVATION - 1 STORY OFFICE

SCALE: 3/16" = 1'-0"

ZC#10-005C
EXHIBIT C.4



99 PARKING SPACES

SCALE: 1" = 20'-0"

AREA TABULATIONS

LOT AREA	=	73,824 S.F. (1.695 ACRES)
IMPERVIOUS AREA	=	648,098 S.F.
LANDSCAPE AREA	=	5,743 S.F.
FRONT ZONE DOUBLE ROW TREES @ 36' O.C.	=	10 TREES
PARKING LOT TREES REQ. @ 11/0 SPACES	=	10 TREES
PARKING LOT TREES PROVIDED	=	12 TREES
PLANTER BOX TREES @ SIDEWALK	=	11 TREES
TOTAL SITE TREES PROVIDED	=	48 TREES

MANSFIELD OFFICE BUILDING
MATLOCK ROAD @ BROAD ST.
MANSFIELD, TEXAS

NORMAN PATTEN & ASSOC.
ARCHITECTURE & PLANNING

413 CEDAR ST. @ MAIN - CEDAR HILL, TX 75104 - 972/293 - 2929
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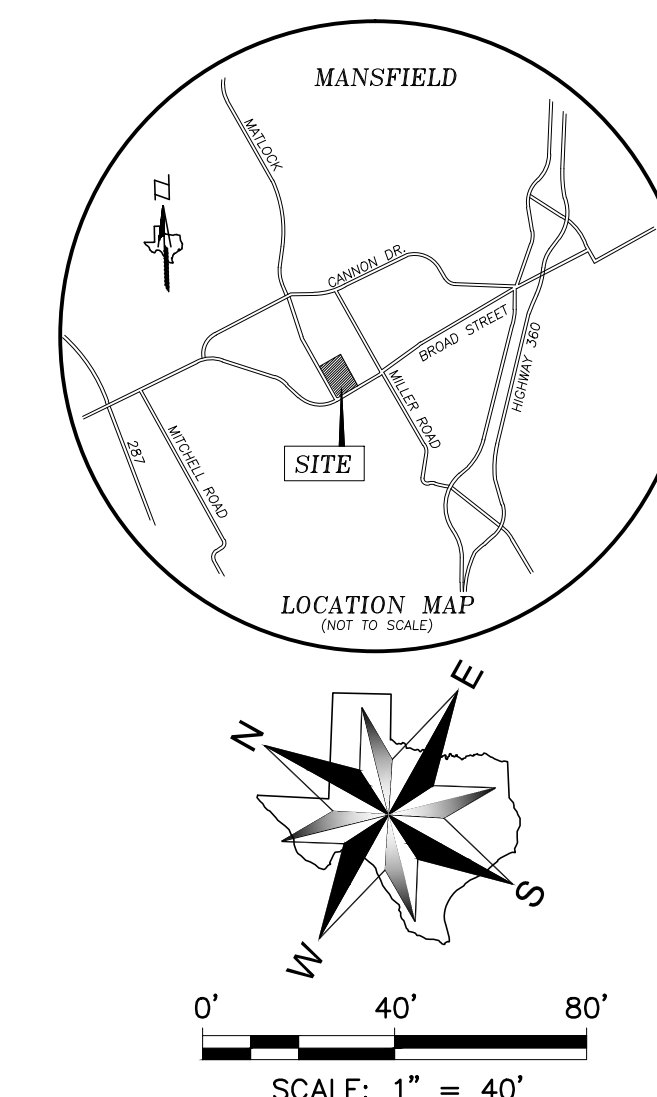
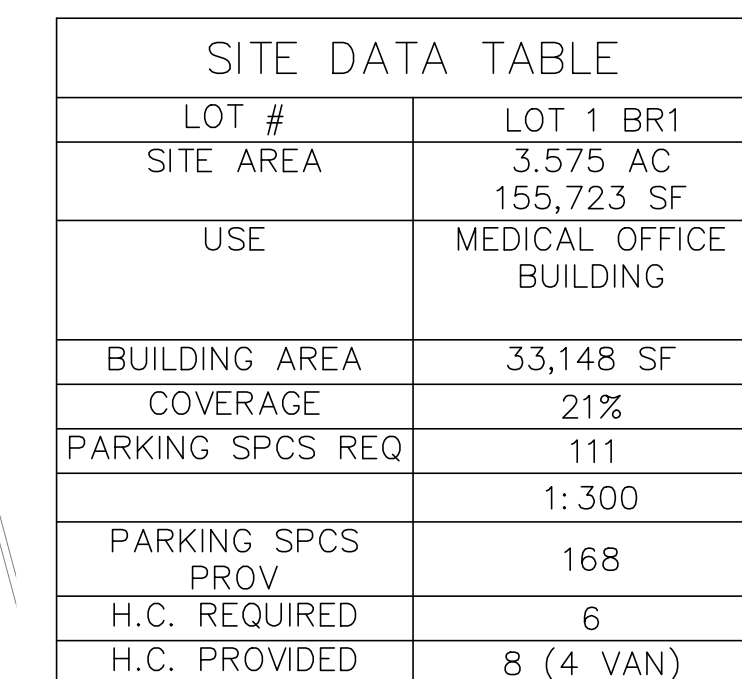
4-2-19
DATE:

1852
JOB NO.

SHEET NO.

Li

ZC#10-005C
EXHIBIT D



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS
750 HILLCREST PLAZA DRIVE, SUITE 325 (972) 490-7090
ALLAMAS, TEXAS 75230 (972) 490-7098 FAX
Exxon Engineers Registration No. 89
Exxon Surveyors Registration No. 100866-00
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1.	10-09-14	COUNCIL REQUEST REVISIONS	MDC
10.	DATE	REVISION	APPROVAL

			N ^o .	DATE	REVISION	APPROB



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3183

Agenda Date: 6/24/2019

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Discussion and Possible Action Regarding Improvements at Mill Valley Park

Requested Action

Discussion and Possible Action

Recommendation

Discussion and Possible Action

Description/History

In 2016, Matthew Goodwin with Goodwin and Marshall Inc. approached the Mansfield Parks and Recreation Department on behalf of the owner, Jabez Development, in regards to a proposed neighborhood park in the future Mill Valley residential development. Jabez Development proposed the dedication of the neighborhood park by a metes and bound survey of approximately 11.3 acres of land to satisfy the requirements of the Park Land Dedication Ordinance for a future park. On February 16, 2017, the MPFDC voted 6-0 to accept the land based on a clear Title Policy and Warranty Deed for the property.

The park construction has been completed and will be ready for final inspection and acceptance by the city in July 2019. The park includes a 1/4-mile looped concrete trail, fully accessible age-appropriate playgrounds with poured-in-place surfacing, picnic pavilion, benches, trash cans and dog waste stations. The developer is finishing the final turf grow-in and maintenance of the detention areas within the park.

Justification

This additional property will serve as a public neighborhood park and eventually tie into a future linear park trail in the South Pointe Development. The City and MPFDC own land in close proximity or adjacent to this property and the land donation will make a good connection point for a trail system as outlined in the 2010 adopted Parks, Recreation, Open Space and Trails Master Plan.

Funding Source

N/A

Prepared By

Matt Young, Director of Parks and Recreation
Matt.Young@mansfieldtexas.gov
817-728-3397



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 19-3184

Agenda Date: 6/24/2019

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Awarding the Bid to Construct the Bud Ervin Water Treatment Plant Clearwell No.4 and Lower Pressure Plane High Service Pump Station Improvements to Felix Construction Company for a Total Amount not to Exceed \$9,132,300.00

Requested Action

Consider approval of the attached resolution authorizing construction to begin immediately.

Recommendation

After careful review and consideration of all bids received, it is Staff's determination that the lowest and best bid is that of Felix Construction Company. Therefore, Staff recommends bid award by City Council Resolution to Felix Construction Company.

Description/History

The council awarded the design of this project in September of 2014. During the design and through the completion of that design, our staff has continued to evaluate timing the construction of this project. This project is driven by demands in the Bud Ervin Water Treatment Plants (BEWTP) capacity. Continued efforts in public education and communication about water conservation have helped to delay the need to construct this project. We now need to complete the construction of this project as demands on the BEWTP continue to increase with the growth in the City.

This project includes a 3.5 million gallon rectangular Clearwell that will encumber most of the remaining land at the BEWTP. Construction consists of the replacement of the smallest high service pump on the lower pressure plane pump station along with a surge tank to reduce distribution system impact from pump cycles. Included in this project is the replacement of the lower pressure plane motor and control equipment, including the main electrical switchgear.

Justification

As we sit currently at the BEWTP, we meet the minimum standards set by the state for onsite Clearwell storage at 5%. For the BEWTP to expand to 60 MGD, we must add this additional onsite storage and pumping capacity.

Alan Plummer and Associates along with City Staff, have reviewed bids and qualifications, determining Felix Construction Company to be qualified and capable of constructing this project.

Funding Source

Utility Construction Funds

Prepared By

Jeff Price, Director of Utilities

817-728-3602

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID TO CONSTRUCT THE BUD ERVIN WATER TREATMENT PLANT CLEARWELL NO.4 AND LOWER PRESSURE PLANE HIGH SERVICE PUMP STATION IMPROVEMENTS.

WHEREAS, the City Council of the City of Mansfield, Texas, has determined that it would be in the best interest of the citizens of the City of Mansfield to construct the Bud Ervin Water Treatment Plant Clearwell No. 4 and Lower Pressure Plane High Service Pump Station Improvements as specified in the bid documents and,

WHEREAS, the expenditure of the funds stated herein has been incorporated into the Water & Sewer System Construction Fund and Impact Fee Reserve and,

WHEREAS, all bids were received, opened and publicly read aloud on May 29, 2019 and,

WHEREAS, after review and consideration of all bids received it is the determination of City Council that the “lowest and best” bid is that of Felix Construction Company.

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

SECTION 1.

The City Manager is hereby authorized and directed to execute contractual documents with Felix Construction Company for the construction of the Bud Ervin Water Treatment Plant Clearwell No.4 and Lower Pressure Plane High Service Pump Station Improvements as defined in the bid documents for the City of Mansfield, Texas at a total cost not to exceed nine million one hundred thirty-two thousand three hundred and 0/100 cents (9,132,300.00).

SECTION 2.

Funding is hereby authorized in an amount not to exceed fifty thousand and 0/100 cents (\$50,000.00) for materials testing related to the construction of the Bud Ervin Water Treatment Plant Clearwell No.4 and Lower Pressure Plane High Service Pump Station Improvements.

PASSED AND APPROVED this the 24th day of June 2019.

David Cook, Mayor

ATTEST:

Susana Marin, City Secretary



ALAN PLUMMER ASSOCIATES, INC.

ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

0383-029-01

May 30, 2019

Mr. Jeff Price
Director of Water Utilities
City of Mansfield
1200 E. Broad Street
Mansfield, TX 76063

Re: City of Mansfield
Bud Ervin Water Treatment Plant
Clearwell No. 4 and Lower Pressure Plane High Service Pump Station Improvements
Recommendation of Award

Dear Mr. Price,

On Wednesday, May 29, 2019, five bids from general contractors were received, opened and publicly read aloud at the City of Mansfield City Hall for the above-referenced project. The bids were as follows:

Contractor	Total Base Bid
Felix Construction Company	\$9,132,300.00
Archer Western Construction, LLC	\$9,626,300.00
Bar Constructors, Inc.	\$9,746,850.00
Gracon Construction, Inc.	\$10,848,600.00
Thalle Construction Co., Inc.	\$12,071,300.00

Felix Construction Company was the apparent low bidder with a Total Base Bid of \$9,132,300.00. The Engineer's final opinion of probable construction cost for this project was \$9,500,000.00 - \$10,000,000.00 based on final equipment manufacturer Not-to-Exceed pricing.

A phone call with CBI Bonding, Inc. confirmed Felix Construction Company is in good standing on current projects and the Bid Bond has an "A+" rating of performance. Felix Construction Company has worked on multiple projects designed by Alan Plummer Associates, Inc., and has performed well on these previous projects. We also contacted several references and they all provided positive feedback. We have reviewed their bid and it appears to be in order. Therefore, we recommend award of the Total Base Bid to Felix Construction Company in the amount of \$9,132,300.00.

Please call me if you have any questions. We look forward to working with you during construction of this project.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

Marshall Plunk, P.E.

MHP/jtl

