



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 26, 2016

5:00 PM

Council Chambers

REGULAR MEETING

1. **5:00 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**

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

Seek Advice of City Attorney Regarding Public Improvement Districts

Seek Advice of City Attorney Regarding Development Agreement with Shops at Broad

Seek Advice of City Attorney Regarding TCEQ Notification #47053

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

4. **7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

5. **INVOCATION**

6. PLEDGE OF ALLEGIANCE**7. TEXAS PLEDGE**

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

8. PROCLAMATION

[16-2050](#) National Fire Prevention Week

Attachments: [Fire Prevention Week 2016](#)

[16-2051](#) Mayor's Monarch Pledge Day

Attachments: [Monarch Butterfly Pledge 2106](#)

9. PRESENTATION

Presentation of 3CMA Savvy Awards to Communications & Marketing Department

10. CITIZEN COMMENTS

Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. 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.

11. COUNCIL ANNOUNCEMENTS**12. STAFF COMMENTS**

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

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

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

[16-1978](#) Ordinance - Third and Final Reading on an Ordinance Approving a Zoning Change from OP, Office Park to SF-12/22, Single-Family Residential on Approximately 1.9 Acres Located at 828 S Holland Road; A Child's Growing Mind (ZC#16-009)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Maps & Supporting Info](#)

[Ordinance](#)

[Exhibit A](#)

[16-2024](#) Ordinance - Second Reading of an Ordinance Amending Chapter 95, "Library," in the Code of Ordinances of the City of Mansfield, Texas

Sponsors: Shelly Lanners and Steve Standefer

Attachments: [Ordinance](#)

[Proposed Changes to Library Code](#)

[16-2032](#) Resolution - A Resolution Establishing the Fiscal Year 2016-2017 State Asset Forfeiture Budget for the Mansfield Police Department for Funds Received from the Sale of Assets Seized and Cash Seized in Certain Law Enforcement Activities in which the Department has Participated Solely or Assisted State Law Enforcement Agencies and which a Budget is now Required by Chapter 59 of the Texas Code of Criminal Procedure to be Adopted by the Governing Body of the Police Department

Sponsors: Clayton Chandler and Tracy Aaron

Attachments: [Resolution](#)

[Budget](#)

[16-2033](#) Resolution - A Resolution Establishing the Fiscal Year 2016-2017 State Asset Forfeiture Budget for the Tri-County Auto Burglary and Theft Prevention Task Force, a Grant Funded Entity, for Funds Received from the Sale of Assets Seized and Cash Seized in Certain Law Enforcement Activities in which the Task Force has Participated Solely or Assisted State Law Enforcement Agencies and which a Budget is now Required by Chapter 59 of the Texas Code of Criminal Procedure to be Adopted by the Governing Body of the Grant Managing Agency (City of Mansfield) and the Board of Governors of the Tri-County Auto Burglary and Theft Prevention Task Force

Sponsors: Clayton Chandler and Tracy Aaron

Attachments: [Resolution](#)

[Budget](#)

- [16-2034](#) Resolution - A Resolution Authorizing an Amended and Restated Interlocal Cooperation Agreement for Detention Services between the City of Fort Worth, Texas and the City of Mansfield, Texas
Sponsors: Clayton Chandler and Tracy Aaron
Attachments: [Resolution](#)
[Interlocal Cooperation Agreement for Detention Services](#)
- [16-2044](#) Resolution - A Resolution Approving an Amendment to the Contract for Design Services with Jerry Parche Consulting Engineers for the Mouser Way Improvement Project for an Amount not to Exceed \$27,570.00 (Street Bond Fund)
Sponsors: Joe Smolinski and Bart VanAmburgh
Attachments: [Resolution](#)
- [16-2057](#) Resolution - A Resolution Amending the Construction Manager at Risk Agreement Between Pete Durant & Associates, Inc. and the City of Mansfield and Awarding a Contract Regarding the Rough Grading and Utilities for Mansfield StarCenter and Shops at Broad Project
Sponsors: Joe Smolinski and Richard Wright
Attachments: [Resolution](#)
- [16-2045](#) Minutes - Approval of the September 12, 2016 Regular City Council Meeting Minutes
Sponsors: Shelly Lanners and Jeanne Heard
Attachments: [9-12-16 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. PUBLIC HEARING AND FIRST READING

- [16-2046](#) Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to SF-7.5/18, SF-9.6/20 and SF-12/22, Single-Family Residential Districts on Approximately 187.85 Acres Generally Located West of Gertie Barrett Road and the End of Cancun Drive, North of Country Meadow Drive and Chimney Hill Circle; Alluvium Development (ZC#16-001)
Sponsors: Joe Smolinski and Felix Wong
Attachments: [Maps & Supporting Info.](#)
[Exhibit A](#)
[Exhibit B](#)
[Ordinance](#)
- [16-2048](#) Ordinance - Public Hearing and First Reading on an Ordinance Approving a Specific Use Permit for Eating Place with Drive-Through Service on Approximately 1.1 Acres, Generally Located at the Southwest Corner of E. Broad Street and N. Holland Road; Muy

Hamburger, LLC. (ZC#16-011)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Maps & Supporting Info.](#)

[Ordinance](#)

[SUP Exhibits A-F](#)

16. PUBLIC HEARING CONTINUATION AND SECOND READING

[16-1932](#)

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone for Commercial-Industrial Tax Abatement, to be Known as Reinvestment Zone No. 42; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; Providing a Cumulative Clause; and Providing for an Effective Date

Sponsors: Clayton Chandler and Scott Welmaker

Attachments: [Ordinance](#)

[16-2008](#)

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Request to Amend The Reserve Planned Development District by Extending the South Pointe Expansion Subdistrict of The Reserve PD to Include Approximately 61.7 Acres Generally Located Between S. Matlock Road and SH 360 and South of Harmon Road; Jabez Development LP (ZC#16-010)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Ordinance](#)

[Maps & Supporting Information](#)

[Exhibit A - Boundary and Subdistrict Map](#)

[Exhibit B - South Pointe Expansion Subdistrict Regulations](#)

[Letter Requesting Tabling](#)

17. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 26, 2016 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 Friday, September 23, 2016 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Jeanne Heard, 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: 16-2050

Agenda Date: 9/26/2016

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Title

National Fire Prevention Week

Requested Action

n/a

Recommendation

n/a

Description/History

n/a

Justification

n/a

Funding Source

n/a

Prepared By

Belinda Willis, Director of Communications & Marketing

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Fire Prevention Week is the longest running public safety and health observance on record and this year's theme is "Don't Wait – Check the Date," to encourage homeowners to replace smoke alarms every 10 years; and

WHEREAS, this year's theme is the final year of a three-year effort by the National Fire Prevention Association to educate the public on the essential elements of smoke alarm safety; and

WHEREAS, the association reports that one in five (60 percent) of the home fire deaths reported from 2007 to 2011 were in homes with no smoke alarms or smoke alarms that were not working indicating the need for continued smoke alarm public education; and

WHEREAS, residents are encouraged to be responsive to fire safety and public education and ensure there are working smoke alarms in their homes – and every bedroom - that can warn families of fire dangers; and,

WHEREAS, the Mansfield Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and public education,

NOW, THEREFORE, I, David L. Cook, Mayor of the City of Mansfield, Texas, do hereby proclaim October 9-15, 2016, as

FIRE PREVENTION WEEK

in the City of Mansfield and encourage residents of our community to show their appreciation and gratitude to the Mansfield Fire Department for their invaluable contribution to our city and encourage residents to help protect their families from fire.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 26th day of September, 2016.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 16-2051

Agenda Date: 9/26/2016

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title

Mayor's Monarch Pledge Day

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, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and,

WHEREAS, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and,

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Mansfield has played a leadership role by recently creating two monarch butterfly waystations – one at Oliver Nature Park and one at the Mansfield Activities Center courtyard; and,

WHEREAS, every citizen of Mansfield can make a difference for the monarch by planting native mildewed and nectar plants to provide habitat and pollinators for the monarch in locations where people live, work, learn, play and worship; and,

WHEREAS, on behalf of the people of Mansfield who have already joined me in creating a healthy habitat for these magnificent butterflies, I am honored to be one of many Mayors signing the National Wildlife Federation's "Mayor's Monarch Pledge," and I encourage other city officials across the country to take a stand with me so that the monarch butterfly will once again flourish across the continent;

NOW, THEREFORE, I, David L. Cook, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim Sept. 26, 2016, as

MAYOR'S MONARCH PLEDGE DAY

in Mansfield and encourage residents to join in the effort to help save the monarch butterfly for the generations to come.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 26th day of September, 2016.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 16-1978

Agenda Date: 9/26/2016

Version: 3

Status: Third and Final
Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Third and Final Reading on an Ordinance Approving a Zoning Change from OP, Office Park to SF-12/22, Single-Family Residential on Approximately 1.9 Acres Located at 828 S Holland Road; A Child's Growing Mind (ZC#16-009)

Requested Action

To consider the subject zoning change request

Recommendation

The Planning and Zoning Commission held a public hearing on August 1, 2016, and voted 6-0 to recommend approval. Commissioner Hudson was absent.

Description/History

In 2005, the property owner received a change in zoning from PR to OP to allow a day care center. The day care facility was never built and the single-family home remained. At this time, the same property owner is requesting the property be rezoned back to residential, SF-12/22.

Prepared By

Felix Wong, Director of Planning
817-276-4228



This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

ZC# 16-009

07/20/2016



ZC# 16-009

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

07/20/2016

Property Owner Notification for ZC# 16-009

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
GUZMAN ADDITION	BLK 1	GUZMAN HOLDINGS LLC	1275 PROFIT DR	DALLAS, TX	75247-3919
HOLLAND MEADOWS ADDITION	BLK 4	DOHERTY, TODD P	4404 ASHBURY LN	MANSFIELD, TX	76063-6702
HOLLAND MEADOWS ADDITION	BLK 4	WALSTON, BRIAN	4408 ASHBURY LN	MANSFIELD, TX	76063-6702
HOLLAND MEADOWS ADDITION	BLK 4	DANIELS, MARK	1110 PEBBLE BEACH CT	MANSFIELD, TX	76063-2647
MANSFIELD NATL SECTION A & B	BLK 1	KHAN, MOHAMMED	4208 NICKLAUS AVE	MANSFIELD, TX	76063-7366
MANSFIELD NATL SECTION A & B	BLK 1	AVERETT, MARGARET A	4210 NICKLAUS AVE	MANSFIELD, TX	76063-5872
MANSFIELD NATL SECTION A & B	BLK 1	HUDSON, EDWARD	705 PLAYER AVE	MANSFIELD, TX	76063-5881
MANSFIELD NATL SECTION A & B	BLK 1	COLEMAN, NICOLE M	707 PLAYER AVE	MANSFIELD, TX	76063-5881
MANSFIELD NATL SECTION A & B	BLK 1	O'NEAL, EDWARD C	709 PLAYER AVE	MANSFIELD, TX	76063-5881
MANSFIELD NATL SECTION A & B	BLK 1	BURRIS, RICKY	711 PLAYER AVE	MANSFIELD, TX	76063-5881
MANSFIELD NATL SECTION A & B	BLK 1	SERATT, JIMMY	702 EAGLE CT	MANSFIELD, TX	76063-5866
MANSFIELD NATL SECTION A & B	BLK 1	HARDEN, DONALD G	703 EAGLE CT	MANSFIELD, TX	76063-5866
MANSFIELD NATL SECTION A & B	BLK 1	BARRETT-TIPTON, TERESA	704 EAGLE CT	MANSFIELD, TX	76063-5866
MANSFIELD NATL SECTION A & B	BLK 1	REMILLARD, AMANDA	705 EAGLE CT	MANSFIELD, TX	76063-5866
MANSFIELD NATL SECTION A & B	BLK 1	BUTLER, RICARDO A	706 EAGLE CT	MANSFIELD, TX	76063
MANSFIELD NATL SECTION A & B	BLK 3	OKWARA, LILIAN	4209 NICKLAUS AVE	MANSFIELD, TX	76063-5873
NEILL, SAMUEL C SURVEY	A 1159	RODRIGUEZ, JAVIER	820 S HOLLAND RD	MANSFIELD, TX	76063-6704
NEILL, SAMUEL C SURVEY	A 1159	CHILD'S GROWING MIND INC	4606 SPRING LAKE PKWY	MANSFIELD, TX	76063-5590
NEILL, SAMUEL C SURVEY	A 1159	CHILD'S GROWING MIND INC	4606 SPRING LAKE PKWY	MANSFIELD, TX	76063-5590

Property Owner Notification for ZC# 16-009

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
NEILL, SAMUEL C SURVEY	A 1159	SOUTHERN PACIFIC RR CO	1400 DOUGLAS STOP 1640 ST	OMAHA, NE	68179-1001

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO SF-12/22 SINGLE-FAMILY DISTRICT CLASSIFICATION, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning classification of SF-12/22 Single Family Residential District Classification, said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

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

SECTION 3.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 4.

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

invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5.

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

SECTION 6.

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 _____, 2016.

Second reading approved on the _____ day of _____, 2016.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2016.

David L. Cook, Mayor

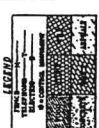
ATTEST:

Jeanne Heard, City Secretary


APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney

LENDER: BANK OF AMERICA
 TITLE CO: AMERICAN TITLE
 PURCHASER: KINSEY
 DATE: 1-11-06



Robert W. Beyer
—4800 MANHATTAN BLVD. SUITE 318
FORT WORTH, TEXAS 76109
(817) 442-1896



PROPERTY DESCRIPTION:

the southeast corner of Lot 22, in the aforementioned Block 1 and containing about 1/2-acre of land, said start tract and the easterly line of said Lot 22 and Lot 23 a total distance of 187.44 feet to the POINT OF BEGINNING and CONTAINING 1.936 acres of land, more or less.

SCALE: 1"=30'



CITY OF MANSFIELD

1200 East. Broad St.
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STAFF REPORT

File Number: 16-2024

Agenda Date: 9/26/2016

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Second Reading of an Ordinance Amending Chapter 95, "Library," in the Code of Ordinances of the City of Mansfield, Texas

Requested Action

Consider approving ordinance.

Recommendation

Approve ordinance.

Description/History

The Mansfield Public Library has been a City department since 1962. Periodically a review of the ordinances guiding governance of the Library need to be reviewed and updated to reflect current conditions in the community and the Library's ability to meet them. The last revision to the Library's Code of Ordinances was in 2011. The proposed changes are due to the introduction of new technology and the current operations of the Mansfield Public Library.

Justification

The changes in the Code of Ordinances will allow for the addition of two new positions on the Library Advisory Board, bringing the number of members up to nine (9). Other changes will allow Library staff to charge a fee for the public to send faxes and a fee for the late return of portable wifi hotspots.

Funding Source

N/A

Prepared By

Steven R. Standefer, City Librarian
steve.standefer@mansfieldtexas.gov
817-728-3689

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 95, "LIBRARY," OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS; PROVIDING AN EFFECTIVE DATE

WHEREAS, a review of the Code of Ordinances guiding governance of the Mansfield Public Library must be reviewed periodically and updated to reflect current conditions in the community; and

WHEREAS, the need to update the Code of Ordinances is due to the use of technology, the automated resource sharing program between Mansfield and Arlington, and the current state of operations of the Mansfield Public Library; and

WHEREAS, the ordinance was last reviewed and updated in 2011; and

WHEREAS, the changes to the Code of Ordinances will reflect the current state of Library operations and procedures and update the schedule of fees;

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

SECTION 1.

The Code of Ordinances, Chapter 95, of the City of Mansfield, Texas, be, and the same is hereby, amended as follows.

§ 95.01 CREATED.

Pursuant to the City Charter, § 6.08, there is hereby created a board known as the Mansfield Public Library Advisory Board.

§ 95.02 PURPOSE.

The purpose of the Library Advisory Board is to advise City Administration and the City Council on matters related to the development and maintenance of public library service in Mansfield, and the operation of the Mansfield Public Library.

§ 95.03 COMPOSITION; APPOINTMENT; TERM; FILLING OF VACANCIES.

- (A) The Library Advisory Board will be made up of **nine (9) residents** of the city of Mansfield appointed by the City Council.
- (B) Members of the Library Advisory Board will serve two (2) year terms, with appointments staggered so they do not expire at once.
- (C) Library Advisory Board may be removed at any time by the City Council, whether or not their terms have expired.
- (D) Vacancies on the Library Advisory Board will be filled by the City Council for the duration of the unexpired term, whether made vacant by removal, resignation or for any other reason.

§ 95.04 POWERS AND DUTIES.

The Library Advisory Board will:

- (A) Act as the liaison between the public and the library.
- (B) Advocate for the continuing development of public library service in Mansfield.
- (C) Recommend policies and programming regarding public library service to City Administration and the City Council.
- (D) Review the annual library budget prior to its submission to the City Council.
- (E) Assist in planning public library services and facilities.

USE OF LIBRARY MATERIALS; REGULATIONS; ENFORCEMENT

§ 95.15 FEES AND CHARGES.

Fees and charges as set forth in this section may be charged to a person who borrows library materials or uses library services. The types and amounts of fees and charges will be determined by the City Council.

- (A) *Overdue materials.* Late fees may be charged on library books, magazines, audio/visual media and other materials that are retained beyond their due dates, not to exceed the suggested retail prices of the materials in question. Such fees are as follows:
 - \$.25 a day each for late books, magazines, newspapers, and audiobooks
 - \$.50 a day each for late interlibrary loan items
 - \$1.00 a day each for late DVDs, videotapes, and music CDs, and portable WiFi hotspots.
- (B) *Lost or destroyed materials.* Charges for lost or destroyed materials will be their full suggested retail price, provided that the materials are commercially available, or the full suggested retail price of suitable substitutes.
- (C) *Damaged materials.* Damaged materials will be repaired and remain in use if practicable. If materials are judged to be damaged beyond repair and further use, they will be considered destroyed and the patron may be charged for them. Patrons must surrender such materials to the library, but may have them returned to them upon paying for them.
- (D) Other fees and charges are as follows:
 - \$.10 a page for black and white printing from a computer
 - \$.25 a page for color printing from a computer
 - \$.10 a page for B&W photocopies
 - \$.20 a page for B&W photocopies two sides
 - \$.25 a page for color photocopies
 - \$.50 a page for color photocopies two sides
 - \$1.00 per page to send a fax**
 - \$2.00 each to replace a library card
 - \$3.00 each to replace a video case, DVD case, or music CD case
 - \$6.00 each to replace an audio book case
 - \$3.00 each for interlibrary loan items not picked up
 - \$40.00 per year annual user fee for nonresident library card holders
 - \$40.00 refundable deposit for use of the library Community Room
- (E) Fees and charges may be adjusted by the City Librarian for cause, on an individual basis, as necessary.

§ 95.16 INTENTIONAL DAMAGE TO MATERIALS.

It will be unlawful to intentionally injure, deface, damage or destroy, whether by neglect or intent, any materials owned by, or subject to the control of the Mansfield Public Library. Anyone doing so will be held responsible for the cost of replacement or repair of said materials. Library card privileges may be suspended until payment is made.

§ 95.17 UNLAWFUL RETENTION OF MATERIALS.

It will be unlawful for any person who borrows library materials to fail to return any materials owned by, or subject to the control of the Mansfield Public Library, within 15 days after the library has given notice to return them, provided notice is given after expiration of the time for which the materials were lent under the rules of the library. Failure to return library materials will result in suspension of library card privileges.

§ 95.18 FAILURE TO PAY FEES AND CHARGES.

If fees and charges owed to the library have not been paid, or arrangements made with the City Librarian 15 days after the patron has been notified, the patron's library card privileges will be suspended. Such notice shall advise the patron that owing such fees and charges is unlawful and that his or her library card privileges have been suspended until payment or arrangements have been made.

§ 95.19 NOTICE.

All notices required to be sent under this chapter, whether by telephone, text or electronic mail, will be given to the patron at the telephone number or email address reflected in the most recent record held by the library. The notice will be deemed given to the patron when delivered by telephone or sent electronically via text message or email.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Ordinance shall take effect 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 THIS _____ DAY OF _____, 2016.

SECOND READING APPROVED ON THIS _____ DAY OF _____, 2016.

**DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF MANSFIELD, TEXAS THIS _____ DAY OF _____, 2016.**

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

§ 95.01 CREATED.

Pursuant to the City Charter, § 6.08, there is hereby created a board known as the Mansfield Public Library Advisory Board.

§ 95.02 PURPOSE.

The purpose of the Library Advisory Board is to advise City Administration and the City Council on matters related to the development and maintenance of public library service in Mansfield, and the operation of the Mansfield Public Library.

§ 95.03 COMPOSITION; APPOINTMENT; TERM; FILLING OF VACANCIES.

- (A) The Library Advisory Board will be made up of ~~seven (7)~~ **nine (9)** residents of the city of Mansfield appointed by the City Council.
- (B) Members of the Library Advisory Board will serve two (2) year terms, with appointments staggered so they do not expire at once.
- (C) Library Advisory Board may be removed at any time by the City Council, whether or not their terms have expired.
- (D) Vacancies on the Library Advisory Board will be filled by the City Council for the duration of the unexpired term, whether made vacant by removal, resignation or for any other reason.

§ 95.04 POWERS AND DUTIES.

The Library Advisory Board will:

- (A) Act as the liaison between the public and the library.
- (B) Advocate for the continuing development of public library service in Mansfield.
- (C) Recommend policies and programming regarding public library service to City Administration and the City Council.
- (D) Review the annual library budget prior to its submission to the City Council.
- (E) Assist in planning public library services and facilities.

USE OF LIBRARY MATERIALS; REGULATIONS; ENFORCEMENT

§ 95.15 FEES AND CHARGES.

Fees and charges as set forth in this section may be charged to a person who borrows library materials or uses library services. The types and amounts of ~~fees~~, fees and charges will be determined by the City Council.

- (A) *Overdue materials.* Late fees may be charged on library books, magazines, audio/visual media and other materials that are retained beyond their due dates, not to exceed the suggested retail prices of the materials in question. Such fees are as follows:
 - \$.25 a day each for late books, magazines, newspapers, and audiobooks
 - \$.50 a day each for late interlibrary loan items
 - \$1.00 a day each for late DVDs, videotapes, and music CDs, **and portable WiFi hotspots.**
- (B) *Lost or destroyed materials.* Charges for lost or destroyed materials will be their full suggested retail price, provided that the materials are commercially available, or the full suggested retail price of suitable substitutes.

- (C) *Damaged materials.* Damaged materials will be repaired and remain in use if practicable. If materials are judged to be damaged beyond repair and further use, they will be considered destroyed and the patron may be charged for them. Patrons must surrender such materials to the library, but may have them returned to them upon paying for them.
- (D) Other fees and charges are as follows:
- \$.10 a page for black and white printing from a computer
 - \$.25 a page for color printing from a computer
 - \$.10 a page for B&W photocopies
 - \$.20 a page for B&W photocopies two sides
 - \$.25 a page for color photocopies
 - \$.50 a page for color photocopies two sides
 - \$1.00 per page to send a fax**
 - \$2.00 each to replace a library card
 - \$3.00 each to replace a video case, DVD case, or music CD case
 - \$6.00 each to replace an audio book case
 - \$3.00 each for interlibrary loan items not picked up
 - \$40.00 per year annual user fee for nonresident library card holders
 - \$40.00 refundable deposit for use of the library Community Room
- (E) Fees and charges may be adjusted by the City Librarian for cause, on an individual basis, as necessary.

§ 95.16 INTENTIONAL DAMAGE TO MATERIALS.

It will be unlawful to intentionally injure, deface, damage or destroy, whether by neglect or intent, any materials owned by, or subject to the control of the Mansfield Public Library. Anyone doing so will be held responsible for the cost of replacement or repair of said materials. Library card privileges may be suspended until payment is made.

§ 95.17 UNLAWFUL RETENTION OF MATERIALS.

It will be unlawful for any person who borrows library materials to fail to return any materials owned by, or subject to the control of the Mansfield Public Library, within 15 days after the library has given notice to return them, provided notice is given after expiration of the time for which the materials were lent under the rules of the library. Failure to return library materials will result in suspension of library card privileges.

§ 95.18 FAILURE TO PAY FEES AND CHARGES.

If fees and charges owed to the library have not been paid, or arrangements made with the City Librarian 15 days after the patron has been notified, the patron's library card privileges will be suspended. Such notice shall advise the patron that owing such fees and charges is unlawful and that his or her library card privileges have been suspended until payment or arrangements have been made.

§ 95.19 NOTICE.

All notices required to be sent under this chapter, whether by telephone, text or electronic mail, will be given to the patron at the telephone number or email address reflected in the most recent record held by the library. The notice will be deemed given to the patron when delivered by telephone or sent electronically via text message or email.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2032

Agenda Date: 9/26/2016

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Establishing the Fiscal Year 2016-2017 State Asset Forfeiture Budget for the Mansfield Police Department for Funds Received from the Sale of Assets Seized and Cash Seized in Certain Law Enforcement Activities in which the Department has Participated Solely or Assisted State Law Enforcement Agencies and which a Budget is now Required by Chapter 59 of the Texas Code of Criminal Procedure to be Adopted by the Governing Body of the Police Department

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

The Mansfield Police Department receives funds from the sale of assets seized and cash seized in certain law enforcement activities in which the department has assisted state law enforcement agencies. The process for liquidating and distributing seized assets is commonly called "asset forfeiture", and each asset received by the department is considered an "awarded asset". The state asset forfeiture program is authorized by Chapter 59 of the Texas Code of Criminal Procedure. This chapter also now requires that the annual budget be submitted to the governing body (Mayor and Council) for adoption.

Justification

Required by Chapter 59 of the Texas Code of Criminal Procedure.

Funding Source

Funds received from the sale of assets seized and cash seized in certain law enforcement activities in which the police department has participated solely or assisted state law enforcement agencies. Awarded asset funds must be used solely for law enforcement purposes and may not supplant funds previously budgeted. Generally, any funds obtained are used to purchase equipment and supplies and travel/training not provide for in the general operating budget.

Prepared By

Tracy L. Aaron, Chief of Police, Mansfield Police Department
Office Contact Number: 817-804-5782

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE 2016-2017 FISCAL YEAR STATE ASSET FORFEITURE BUDGET FOR THE MANSFIELD POLICE DEPARTMENT FOR FUNDS RECEIVED FROM THE SALE OF ASSETS SEIZED AND CASH SEIZED IN CERTAIN LAW ENFORCEMENT ACTIVITIES IN WHICH THE DEPARTMENT HAS ASSISTED STATE LAW ENFORCEMENT AGENCIES AND WHICH A BUDGET IS NOW REQUIRED BY CHAPTER 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE TO BE ADOPTED BY THE GOVERNING BODY OF THE POLICE DEPARTMENT.

WHEREAS, the City of Mansfield Police Department receives funds from the sale of assets seized in certain law enforcement activities in which the department has assisted state law enforcement agencies; and

WHEREAS, the process of liquidating and distributing seized assets is commonly called “asset forfeiture”, and each asset received by the department is considered an “awarded asset”; and

WHEREAS, these funds must be used solely for law enforcement purposes and may not supplant funds previously budgeted; and

WHEREAS, the state asset forfeiture program is authorized by Chapter 59 of the Texas Code of Criminal Procedure, which now requires that the annual budget be submitted to the governing body for adoption.

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

SECTION 1.

That the 2016-2017 Fiscal Year State Asset Forfeiture Budget for the Mansfield Police Department is hereby established per Chapter 59 of the Texas Code of Criminal Procedure.

SECTION II.

A substantial copy of the 2016-2017 Fiscal Year State Asset Forfeiture Budget for the Mansfield Police Department is attached hereto and incorporated herein for all intents and purposes.

RESOLVED and PASSED this the 26th day of September, 2016.

David Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary



Mansfield Police Department
1305 East Broad Street, Mansfield Texas 76063

Tracy L. Aaron, Chief of Police

TO: Mayor and City Council

**FROM: Tracy L. Aaron
Chief of Police**

**RE: Fiscal Year 2016-2017
State Chapter 59 Asset Forfeiture Budget**

DATE: September 26, 2016

Estimated Awarded Assets:	\$10,000
Awarded Assets to be utilized as follows:	Equipment and Supplies: \$5,000
	Travel and Training: \$5,000



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2033

Agenda Date: 9/26/2016

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Title

Resolution - A Resolution Establishing the Fiscal Year 2016-2017 State Asset Forfeiture Budget for the Tri-County Auto Burglary and Theft Prevention Task Force, a Grant Funded Entity, for Funds Received from the Sale of Assets Seized and Cash Seized in Certain Law Enforcement Activities in which the Task Force has Participated Solely or Assisted State Law Enforcement Agencies and which a Budget is now Required by Chapter 59 of the Texas Code of Criminal Procedure to be Adopted by the Governing Body of the Grant Managing Agency (City of Mansfield) and the Board of Governors of the Tri-County Auto Burglary and Theft Prevention Task Force

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

The City of Mansfield Police Department is the grant managing department for the Tri-County Auto Burglary and Theft Prevention Task Force and accepts grant funding from the State of Texas Auto Burglary and Theft Prevention Authority of the Texas Department of Motor Vehicles. Tri-County Auto Burglary and Theft Prevention Task Force will receive income through court awards of seized cash as well as from the sale of assets previously seized and later awarded by a court and that these funds will be commonly referred to as the Tri-County Auto Burglary and Theft Prevention Task Force Asset Forfeiture Account.

The state asset forfeiture program is authorized by Chapter 59 of the Texas Code of Criminal Procedure. This chapter also now requires that the annual budget be submitted to the governing body for adoption.

Justification

Required by Chapter 59 of the Texas Code of Criminal Procedure.

Funding Source

Funds received from the sale of assets seized and cash seized in certain law enforcement activities in which the task force has participated solely or assisted state law enforcement agencies. Awarded asset funds must be used solely for law enforcement purposes and may not supplant funds previously budgeted. Generally, any funds obtained are used to purchase equipment and supplies and travel/training not funded under the grant.

Prepared By

Tracy L. Aaron, Chief of Police, Mansfield Police Department/Board Member-Tri-County Auto Burglary and Theft Prevention Task Force
Office Contact Number: 817-804-5782

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE FISCAL YEAR 2016-2017 STATE ASSET FORFEITURE BUDGET FOR THE TRI-COUNTY AUTO BURGLARY AND THEFT PREVENTION TASK FORCE, A GRANT FUNDED ENTITY, FOR FUNDS RECEIVED FROM THE SALE OF ASSETS SEIZED AND CASH SEIZED IN CERTAIN LAW ENFORCEMENT ACTIVITIES IN WHICH THE TASK FORCE HAS PARTICIPATED SOLELY OR ASSISTED STATE LAW ENFORCEMENT AGENCIES AND WHICH A BUDGET IS NOW REQUIRED BY CHAPTER 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE TO BE ADOPTED BY THE GOVERNING BODY OF THE GRANT MANAGING AGENCY (CITY OF MANSFIELD) AND THE BOARD OF GOVERNORS OF THE TRI-COUNTY AUTO BURGLARY AND THEFT PREVENTION TASK FORCE.

WHEREAS, the City of Mansfield Police Department is the grant managing department for the Tri-County Auto Burglary and Theft Prevention Task Force and accepts grant funding from the State of Texas Auto Burglary and Theft Prevention Authority of the Texas Department of Motor Vehicles; and

WHEREAS, the Tri-County Auto Burglary and Theft Prevention Task Force will receive income through court awards of seized cash as well as from the sale of assets previously seized and later awarded by a court and that these funds will be commonly referred to as the Tri-County Auto Burglary and Theft Prevention Task Force Asset Forfeiture Account; and

WHEREAS, State law requires that these funds be used solely for law enforcement purposes and may not supplant funds previously budgeted; and

WHEREAS, the disposition of forfeited property is governed and authorized by Chapter 59 of the Texas Code of Criminal Procedure, which requires that an annual budget be submitted to the governing body for adoption.

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

SECTION 1.

That the budget for the Fiscal Year 2016-2017 Tri-County Auto Burglary and Theft Prevention Task Force Asset Forfeiture Account is hereby established per Chapter 59 of the Texas Code of Criminal Procedure.

SECTION II.

A copy of the budget for Fiscal Year 2016-2017 Tri-County Auto Burglary and Theft Prevention Task Force Asset Forfeiture Account is attached hereto and incorporated herein for all intents and purposes.

RESOLVED and PASSED this the 26th day of September, 2016.

David Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary



Mansfield Police Department
1305 East Broad Street, Mansfield Texas 76063

Tracy L. Aaron, Chief of Police

TO: Mayor and City Council

FROM: Tracy L. Aaron
Chief of Police
Tri-County Auto Burglary and Theft Prevention Task Force Board Member

RE: Fiscal Year 2016-2017
State Chapter 59 Asset Forfeiture Budget

DATE: September 26, 2016



Estimated Awarded Assets: \$30,000

Awarded Assets to be utilized as follows: Equipment and Supplies: \$30,000



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2034

Agenda Date: 9/26/2016

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing an Amended and Restated Interlocal Cooperation Agreement for Detention Services between the City of Fort Worth, Texas and the City of Mansfield, Texas

Requested Action

Approve the Amended and Restated Interlocal Cooperation Agreement for Detention Services between the City of Fort Worth, Texas and the City of Mansfield, Texas.

Recommendation

Staff recommends the approval of the agreement.

Description/History

City Fort Worth and the City of Mansfield are currently operating under an Interlocal Cooperation Agreement for Detention Services.

Justification

This is an Amended and Restated Interlocal Cooperation Agreement with effective date commencing October 1, 2016 and ending on September 30, 2017.

Funding Source

The City of Fort Worth agrees to pay City Mansfield a total sum of \$6,975,661.59 during the terms of this agreement. Payment shall be made to the City of Mansfield in monthly installments and shall be due by the first of each month beginning October 1, 2016.

Prepared By

Tracy L. Aaron, Chief of Police
817-804-5782

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR DETENTION SERVICES BETWEEN THE CITY OF FORT WORTH, TEXAS AND THE CITY OF MANSFIELD; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT FOR SUCH PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mansfield owns and operates the Mansfield Law Enforcement Center for the purpose of housing prisoners and performing detention services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments within the State of Texas to contract with one another for the purpose of providing various governmental functions and the delivery of various governmental services, including detention services; and

WHEREAS, the City of Fort Worth and the City of Mansfield are currently operating under an Interlocal Cooperation Agreement for Detention Services and wishes to extend the term of this agreement for a period of one year, commencing on October 1, 2016 and ending on September 30, 2017.

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

SECTION 1.

The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Mansfield and found to be acceptable and in the best interest of the City and its citizens are hereby approved.

SECTION 2.

The City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City substantially according to the terms and conditions set forth in the Agreement.

RESOLVED and PASSED this the 26th day of September, 2016.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
FOR DETENTION SERVICES**

This agreement ("Agreement") is made by and entered into by and between the City of Fort Worth, Texas ("Fort Worth"), a home rule Municipal Corporation operating pursuant to the laws of the State of Texas and the City of Mansfield, Texas ("Mansfield"), a home rule Municipal Corporation operating pursuant to the laws of the State of Texas.

Whereas, Mansfield owns and operates the Mansfield Law Enforcement Center ("LEC") located at 1601 Heritage Parkway, Mansfield, Texas for the purpose of housing prisoners and performing detention services; and

Whereas, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments within the State of Texas to contract with one another for the purpose of providing various governmental functions and the delivery of various governmental services, including detention services; and

Whereas, Fort Worth and Mansfield entered into an Interlocal Cooperation Agreement for Detention Services ("Contract"), an Agreement identified as City Secretary Contract No. 33979, for a period beginning October 1, 2006 and ending September 30, 2007, with subsequent automatic renewals for nine one-year periods;

Whereas, the Contract was amended by the parties in the First Amendment to City Secretary Contract No. 33979, said First Amendment identified as City Secretary Contract No. 33979-A1, to amend Section 2.3, "Payment of Guard Services"; Section 2.8, "Class C Committals"; Section 3.10, "Guard Services"; Section 4.6, "Stationary Guard"; and Section 7.3, "Quarterly Compliance Reports";

Whereas, the Contract was amended by the parties in the Second Amendment to City Secretary Contract No. 33979, said Second Amendment identified as City Secretary Contract No. 33979-A2, to amend Section 2.1, "Term" to change the time requirement for notification of non-renewal by Fort Worth from 90 days to 180 days;

Whereas, it is the mutual desire of the parties to again amend the Agreement to provide for an extended term; to increase the hourly rate for guard duty; to change staffing levels from seven jailers at all times to a fluctuating level based on jail population; to cap the number of prisoners covered by the Contract; to address cost for Class C committals over five days; and to increase the amount of time after arraignment until transport by Mansfield;

Whereas, this amended and restated agreement encompasses the current and previous amendments to the Agreement to capture the complete agreement of the parties.

Now therefore, for the mutual consideration herein stated, Mansfield and Fort Worth agree as follows:

Section 1. Definitions

- 1.1 **Arrested Person.** Arrested person means any person arrested by an agent of Fort Worth but not yet detained in the Transfer Facility or the LEC.
- 1.2 **Booking or Book-In.** Booking or Book-In means the intake process by which prisoners are received for confinement in the Transfer Facility or the LEC.
- 1.3 **Contract Year.** DELETED BY AGREEMENT OF THE PARTIES.
- 1.4 **Division Captain.** Division Captain means the Fort Worth Police Department Community Programs Division Commander.
- 1.5 **FWPD.** FWPD means the Fort Worth Police Department and their personnel.
- 1.6 **Jail Administrator.** Jail Administrator means the LEC Jail Administrator.

- 1.7 **LEC.** LEC means the Mansfield Law Enforcement Center located at 1601 Heritage Parkway in Mansfield, Texas.
- 1.8 **Magistration or Magistrate Services.** Magistration or Magistrate Services means the performance of that duty by a Texas magistrate to inform a prisoner of the charges they are accused of, their rights under the laws of Texas and the United States, determine probable cause for the arrest, review arrest affidavits and search warrants, set the amount of bail for each charge, issue protective orders and all other matters authorized by law.
- 1.9 **Prisoner or Inmate.** Prisoner or Inmate means any prisoner arrested by an agent of Fort Worth and detained at the Transfer Facility or the LEC, including any prisoner held only for the violation of a city ordinance that does not implement state law regardless of whether the prisoner has been magistrated, and any prisoner who was arrested by an agent of Fort Worth on any charge or charges other than a city ordinance violation who has not yet been accepted into the custody of the Sheriff by the lawful order of a magistrate.
- 1.10 **Prisoner Cap.** The Prisoner Cap shall be 40,000 Prisoner Book-Ins for the Term.
- 1.11 **Prisoner Day.** Prisoner Day means a calendar day or any partial calendar day.
- 1.12 **Transfer Facility.** Transfer Facility means the location in Fort Worth at which Mansfield will pick up Prisoners for Book-In and transportation to the LEC.
- 1.13 **Daily Housing Rate.** The daily housing rate will be \$68.09 per day beginning on October 1, 2016.

Section 2.
Term and Payment

2.1 Term. This Agreement shall be for a term of one year ("Term"), commencing on October 1, 2016 and ending on September 30, 2017.

2.2 Payment by Fort Worth.

For services rendered by Mansfield under this Agreement, Fort Worth shall pay Mansfield a total sum of \$6,975,661.59 ("Payment"). The Payment shall be made in monthly installments. Each monthly payment shall be paid by Fort Worth to Mansfield and shall be due by the first of each month beginning October 1, 2016.

2.3 Payment for Guard Services.

In accordance with Section 3.10, Mansfield will transport and provide guard services for Prisoners that require medical treatment after Mansfield has taken custody of them. The first hour of guard services will be performed at no cost to Fort Worth. The guard services will be performed at the cost to Fort Worth of \$43.90 per hour.

2.4 Adjustment Date. DELETED BY AGREEMENT OF THE PARTIES.

2.5 Exceeding the Prisoner Cap. The Payment covers the annual Book-Ins up to the Prisoner Cap. For each Prisoner Book-In that exceeded the Prisoner Cap by 20% ("Excess Prisoners"), Mansfield shall determine the number of Prisoner Days associated with the Excess Prisoners and shall invoice Fort Worth an amount equal to the Daily Housing Rate per Prisoner Day for each Excess Prisoner. Mansfield shall send such invoice to Fort Worth within thirty (30) days of the end of the term and Fort Worth shall pay the invoice within thirty (30) days of receipt. Should a dispute or question arise regarding the number of Prisoner Book-Ins, either party may require an audit. To perform an audit, each party shall designate one auditor. If the auditors cannot agree to a

number within three percent (3%) of the other's determination, the parties agree to the procedure established in Section 5 of this Agreement for dispute resolution.

2.6 Reduced Number of Prisoners. For each Prisoner Book-In that is below the Prisoner Cap by 25% for any reason other than Fort Worth opening and operating its own detention facility, Mansfield shall reimburse Fort Worth by an amount equal to half of the Daily Housing Rate per Prisoner Day for that number of inmates under the Prisoner Cap. Should a dispute or question arise regarding the number of Prisoner Book-Ins, either party may require an audit. To perform an audit, each party shall designate one auditor. If the auditors cannot agree to a number within three percent (3%) of the other's determination, the parties agree to the procedure established in Section 5 of this Agreement for dispute resolution.

2.7 Release or Transfer of Class B and Above. Fort Worth shall leave Prisoners charged with Class B misdemeanor offenses or above at the LEC for no longer than seventy-two (72) hours after Book-In or will provide a written explanation. Fort Worth shall pay Mansfield the Daily Housing Rate for each Prisoner who remains at the LEC after five (5) Prisoner Days.

2.8 Class C Committals. Fort Worth Prisoners charged with Class C misdemeanor offenses who have been ordered by a Fort Worth Municipal Judge to serve time shall remain in LEC custody for no longer than seventy-two (72) hours after booking, or Fort Worth will provide a written explanation regarding the longer duration. Fort Worth shall pay Mansfield the Daily Housing Rate for each Class C Prisoner who remains at the LEC after five (5) Prisoner Days. The number of days that Fort Worth Prisoners can remain in LEC custody before Fort Worth is charged the Daily Housing Rate will not decrease at

any time during the life of this Agreement unless both parties agree to such change in writing. A Class C Prisoner who has served less than the time required under the commitment order shall be allowed to pay in full the remaining dollar amount on the commitment order, upon approval of a magistrate, and Mansfield shall release the Class C Prisoner upon receipt of said payment.

Section 3. General Duties of Mansfield

- 3.1 Scope and Duties.** This Agreement shall apply to all Prisoners.
- 3.2 Housing and Care of Fort Worth Inmates.** In consideration and in accordance with the terms, conditions, covenants and mutual promises contained in this Agreement, Mansfield agrees to accept and provide for the secure custody, care and safekeeping of Prisoners, in accordance with Texas Police Chiefs Association (TPCA) best practices and state and local law, except Mansfield will not provide for magistration and intoxilyzer operation services. Mansfield staff will assist Fort Worth personnel at the Transfer Facility as needed. Mansfield shall be solely responsible for all control, techniques, sequences, procedures, means, and for the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all Prisoners accepted into custody by Mansfield at the Transfer Facility. The actual searching and detention of all Prisoners is the primary responsibility of Mansfield; however, this does not preclude Fort Worth from assisting with combative or resisting persons.
- 3.3 Book-In Services.** Mansfield shall provide all Book-In services, including photographs and fingerprints of all Prisoners at the Transfer Facility.

- 3.4 **Bonding Services.** Mansfield shall provide all bonding services, other than magistrate services related to bonding, at the LEC.
- 3.5 **Staffing of Transfer Facility.** Mansfield shall staff the Transfer Facility with detention officers.
- 3.6 **Prisoner Statistics.** Upon request, Mansfield shall provide Fort Worth Jail Operations a daily listing of all Prisoners in custody at the LEC including their names, the offenses with which they are charged, the number of hours each Prisoner has been confined at the LEC and a running total of Prisoner Days and Book-Ins for the current contract term.
- 3.7 **Medical Services.** Mansfield shall provide routine medical services to all Prisoners housed at the LEC. Routine medical services include (i) those services authorized by law to be provided by on-site staff and (ii) provision of non-prescription medicines and commonly available medical supplies. Non-routine medical services shall be paid for by the Prisoner. Non-routine medical services include but are not limited to (i) medical services provided outside the Transfer Facility or the LEC, or by other than Mansfield staff, (ii) prescription drugs, (iii) surgical or dental care, and (iv) any hospitalization or ambulance transport. Costs for ambulance transportation (including emergency flights) are not included in the Payment and shall be the financial responsibility of the Prisoner.
- 3.8 **Transportation.**
- (a) Mansfield shall be responsible for all transportation of Prisoners to and from the Transfer Facility.
 - (b) Mansfield agrees to transport Prisoners from the LEC to the Transfer Facility for interviews by the investigative units at 1030 hours and 1530 hours daily, if they

receive the request from the Fort Worth Jail Operations within two hours of the respective transfer time.

- (c) Mansfield agrees to return certain Prisoners to the Transfer Facility to allow detectives to interview serious felony offenders (e.g., homicide, rape, aggravated robbery, kidnapping) and sensational/notorious offenders, to execute search warrants, for interviews when a translator is required, or for live line-ups or exigent circumstances. Prisoners subject to this Subsection 3.8(c) may be requested to be transferred at times other than those specified in Subsection 3.8(b) above.
- (d) Fort Worth Police and City Marshal personnel may directly transport any Arrested Person to LEC.
- (e) Mansfield shall provide a secure location in each transportation vehicle to safely secure all property and arrest documents during transport.

3.9 Release Functions.

- (a) Mansfield will perform all release functions and will release all Prisoners when such release is requested in writing from a magistrate, the Fort Worth Chief of Police or designee, or otherwise authorized by law. The request for release shall be accomplished utilizing Form PJ-10 or its equivalent form.
- (b) Released Prisoners may request to be released at the Transfer Facility or may be released at the LEC. If the Prisoner elects to be released at the Transfer Facility, Mansfield shall return the Prisoner to the Transfer Facility on the next scheduled transport van.

- (c) Mansfield shall assist Fort Worth in releasing Arrested Persons, whom the FWPD Jail Lieutenant directs to be released from the Transfer Facility.
- (d) Mansfield shall provide all required documents and information, as required by statute or directive, to all Prisoners who are released or bonded. Mansfield shall make the notifications for release of family violence offenders required by Article 42.21 of the Texas Code of Criminal Procedure, and any other release notifications as required by law, and return the completed notification form to Fort Worth.

3.10 Guard Services. Mansfield agrees to transport Prisoners from the MLEC facility to nearby hospitals when necessary. This obligation on the part of Mansfield will not arise until the Prisoner has been taken into custody by Mansfield. As soon as possible after determining that a Prisoner will be transported, Mansfield shall notify Fort Worth so that a guard service can be dispatched to the hospital to relieve Mansfield. The first hour of guard services performed by Mansfield after contacting Fort Worth that it is transporting a Prisoner will be done at no cost to Fort Worth. Thereafter, Fort Worth will pay Mansfield in accordance with Section 2.3. Mansfield will transport any Prisoners needing medical attention who are in Mansfield custody both to and from local area hospitals.

3.11 Translation. Mansfield shall provide language translators at the LEC when necessary to communicate commands or instructions during incarceration. This does not preclude Fort Worth from using qualified personnel to assist with language translations.

- 3.12 DNA Collection.** Mansfield agrees to collect DNA samples from all applicable Prisoners in accordance with state law, and shall comply with statutes concerning record keeping associated with collection of the DNA samples.
- 3.13 Video Arraignment.** Mansfield shall provide adequate space for video arraignment to be conducted at LEC.
- 3.14 LEC Maintenance.** Mansfield shall be responsible for maintenance and repairs at LEC. Mansfield shall maintain all areas designated as “public access” at the LEC at a clean and safe condition. The LEC shall also comply with Mansfield's City Code, and all State and Federal regulations and standards.
- 3.15 Operations and Staffing.** Mansfield shall retain complete control of the operations at LEC. Mansfield accepts responsibility for the direct handling of Arrested Persons and their property at the Transfer Facility. Mansfield further accepts responsibility for staffing the security control console, however this does not preclude Fort Worth from providing relief staffing at the console.
- 3.16 Vehicle Maintenance.** Mansfield shall be responsible for maintenance and repairs to all transportation vehicles.
- 3.17 Prisoner's Personal Property.** Mansfield shall handle all Arrested Persons' and Prisoner's personal property presented by Fort Worth, except as provided in Section 4.9.
- 3.18 Prisoner Testing.** Mansfield agrees that if a FWPD officer experiences an exposure to a blood-borne pathogen and the source is under the control and custody of LEC, LEC medical staff may be requested to seek voluntary consent from the source and draw the necessary blood for testing. If LEC medical personnel are unavailable, Mansfield shall allow the Fort Worth Fire Department's EMS personnel to enter the LEC to seek the

necessary consent and draw the blood sample to deliver to a Fort Worth-designated lab for testing. The lab costs of testing a source that exposes a FWPD officer to an infectious disease shall be the responsibility of Fort Worth.

- 3.19 **Staff Training.** Mansfield agrees that it will train all staff members on the operations and procedures related to the handling of Arrested Persons and the Property at both the Transfer Facility and LEC. Mansfield agrees to provide notice to staff, and training when necessary, of new policies/practices related to this agreement within thirty (30) days of the effective date of the change.

Section 4. General Duties of Fort Worth

- 4.1 **Payment.** Fort Worth agrees to make each of the payments due under this Agreement in a timely manner.
- 4.2 **Magistrate Services.** Fort Worth agrees to provide magistrate services for all Prisoners housed in the LEC.
- 4.3 **Prisoner Information.** Each Prisoner delivered to the custody of Mansfield shall be accompanied by classification data and other warrant and arrest information in the possession of Fort Worth regarding each Prisoner. Fort Worth shall exercise due diligence in advising Mansfield of any known dangerous information regarding each Prisoner delivered to Mansfield. Fort Worth shall use the designated form to notify Mansfield of any changes in the Prisoner's status, including, but not limited to, adding of charges, dropping charges, and change of charges.
- 4.4 **Computation of Confinement.** Fort Worth shall be responsible for the computation and processing of a Prisoner's time of confinement, including but not limited to computation

of good time awards, credit and discharge dates. It shall be the responsibility of Fort Worth to notify Mansfield of any discharge date for Prisoners.

- 4.5 Interpreters.** Fort Worth shall provide interpretive services for the magistration of all Prisoners.
- 4.6 Stationary Guard.** If a Prisoner is taken to a medical facility before being transferred to the LEC, Fort Worth shall provide the stationary guard of the prisoner at the medical facility.
- 4.7 Transfer Facility Maintenance.** Fort Worth shall maintain responsibility for the maintenance and improvements at the Transfer Facility. All areas designated as "public access" at the Transfer Facility shall be maintained by Fort Worth in a clean and safe condition. The Transfer Facility shall also comply with Fort Worth's City Code and all State and Federal regulations and standards.
- 4.8 Translation.** Fort Worth shall provide language translators for Arrested Persons during intoxilyzer tests, Magistration and during any departmental or criminal investigation. When a translator is employed, information necessary to conduct the booking process shall be also obtained.
- 4.9 Prisoner's Personal Property.** The Fort Worth arresting officer shall place any Prisoner's personal property that measures larger than the property storage system utilized by Mansfield in the Fort Worth Police Property Room. These personal property requirements shall be clearly posted in the LEC's safety vestibule area.
- 4.10 Prisoner Testing.** If a FWPD officer is exposed to a blood borne pathogen, and the Prisoner has been transported to LEC, Fort Worth shall be responsible for the cost of necessary lab testing of the source. Mansfield shall assist as set forth in Section 3.18.

- 4.11 **Response and Investigation.** Fort Worth shall be responsible for responding to escapes and attempted escapes, large disturbances, and any major incident that occurs within the Transfer Facility. Fort Worth shall have the primary responsibility to investigate all In-Custody deaths and Critical Police Incidents (as defined by FWPD General Orders) which occur during detention by Fort Worth personnel or at the Transfer Facility.
- 4.12 **Transfer Facility Equipment.** Fort Worth shall provide all necessary bedding, prisoner restraint devices, prisoner temporary clothing, property control items, Livescan and other such related equipment required for the Transfer Facility. This does not preclude Mansfield from supplying equipment for use at the Transfer Facility.
- 4.13 **Arrest Documentation.** Fort Worth shall complete all arrest related documents, except those which are electronically generated at the time of booking (TRN). Fort Worth shall be responsible for routing all arrest documents to the appropriate destination.
- 4.14 **Mansfield Office Space.** Fort Worth is responsible for providing adequate office space for Mansfield personnel at the Transfer Facility, including an LEC Lieutenant's office, report writing counter space, and a break room.

Section 5. Dispute Resolution

- 5.1 **Dispute Resolution Team.** The parties agree to establish a dispute resolution team to resolve any conflicts regarding this Agreement, including but not limited to compliance with the terms of this Agreement, disputes regarding an audit performed according to Section 2 of this Agreement, or contract negotiations regarding any renewal of this Agreement. The team shall be composed of: The Mansfield Chief of Police or designee, the Fort Worth Chief of Police or designee, the LEC Jail Administrator, the Fort Worth

Jail Division Commander, and a County or District Judge agreed upon by the other members of the team.

- 5.2 Mediation.** Should the Dispute Resolution Team fail to resolve any dispute, the parties agree to participate in mediation within twenty (20) days. If the parties fail to resolve their dispute in mediation, either party may bring suit in District Court in Tarrant County and nothing occurring during mediation shall be considered competent evidence in such court.

Section 6. Responsibility for Losses

- 6.1 Non-Liability for Acts of Other Party.** Fort Worth, its officers and employees, shall not be liable for any claims, damages, and attorney fees arising from the negligent or illegal acts of Mansfield, its officers or employees in relation to the performance of this Agreement or the condition of real or personal property controlled by Mansfield. Mansfield, its officers and employees, shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Fort Worth, its officers or employees in relation to the performance of this agreement or the condition of real or personal property controlled by Fort Worth.
- 6.2 Comparative Responsibility.** If both Fort Worth and Mansfield are found to be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Mansfield and Fort Worth employees under this Agreement, Mansfield and Fort Worth shall be liable for the portion of the claims, damages and attorney's fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

- 6.3 **Workers Compensation.** If any Fort Worth officer or employee suffers any loss while performing duties contemplated by this Agreement, Fort Worth shall be at risk for the liability for the loss under its workers compensation insurance. If any Mansfield officer or employee suffers any loss while performing duties contemplated by this Agreement, Mansfield shall be at risk for the liability for the loss under its workers compensation insurance.

Section 7.
Performance Standards and Standard Operating Procedures

- 7.1 **Standard Operating Procedures.** The Standard Operating Procedures for jail operations is included in Addendum 1, attached hereto and made apart hereof for all purposes.
- 7.2 **Joint Development.** DELETED BY AGREEMENT OF THE PARTIES.
- 7.3 **Quarterly Compliance Report.** The Jail Administrator and the Fort Worth Police Department Division Captain (or their designees) shall jointly complete a quarterly physical inspection of the LEC and a quarterly report concerning compliance with all Performance Standards listed in Attachment 1 to this Agreement. These reports shall be jointly developed before the 15th day of the month following the end of each quarter, i.e. on the 15th of November, April, July, and October. If the Jail Administrator and the FWPD Division Captain are unable to resolve any identified issue(s), the issue(s) shall be forwarded to the Dispute Resolution Team for action.
- 7.4 **Mansfield Non-Compliance.** If Mansfield fails to comply with any assigned Performance Standard, they shall agree to credit Fort Worth the Daily Housing Rate x 2.5 for each incident exceeding the amount specified in the Performance Standards.

- 7.5 **Fort Worth Non-Compliance.** If Fort Worth fails to comply with any assigned Performance Standards, they shall agree to pay Mansfield the Daily Housing Rate x 2.5 for each incident exceeding the amount specified in the Performance Standards.
- 7.6 **Reconciliation.** A monthly accounting of the credits and payments made pursuant to this Section 7 shall be maintained and shall be reconciled in the September 2017 monthly payment.

Section 8. Notice

- 8.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail in case of mailing.
- 8.2 **To Fort Worth.** The address for Fort Worth for all purposes of this Agreement and for all notices hereunder shall be:

City Manager
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

With a copy to:

Chief of Police
Fort Worth Police Department
505 W. Felix Street
Fort Worth, Texas 76115

And a copy to:

City Attorney
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

8.3 To Mansfield. The address for Mansfield for all purposes under this Agreement and for all notices hereunder shall be:

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

With a copy to:

Chief of Police
Mansfield Police Department
1305 E. Broad Street
Mansfield, Texas 76063

Section 9. Termination

9.1 Termination. This Agreement shall terminate on the occurrence of any one of the following events, unless otherwise agreed to in writing by both parties:

- (a) September 30, 2017, unless extended by agreement of the parties;
- (b) The happening of any event that renders performance hereunder by Mansfield impracticable or impossible, such as severe damage to or destruction of the LEC, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Arrested Person or Prisoner; or
- (c) Material violation of a Performance Standard or Standard Operating Procedure that has been adopted in accordance with this Agreement; provided, however, that it shall be a condition precedent to Mansfield's right to terminate for "cause" pursuant to this Section 9.1(c) that (i) Mansfield shall first have given Fort Worth written notice stating with specificity the reason for the termination ("breach") and (ii) if such breach is susceptible of cure or remedy, a period of thirty (30) days from and

after the giving of such notice shall have elapsed without Fort Worth having effectively cured or remedied such breach during such 30-day period, unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days provided Fort Worth has made and continues to make a diligent effort to effect such a remedy or cure. If the breach under this Section 9.1(c) is not susceptible of cure or remedy, or if Fort Worth does not cure in accordance with this Section, Mansfield may terminate this Agreement by giving ninety (90) days' written notice to Fort Worth. The parties agree that this notice of termination is given in consideration of Fort Worth's need for time to find an alternative jail arrangement for its municipal jail in the event of a termination by Mansfield pursuant to this Section.

- 9.2 Prorated Compensation.** In the event of such termination by either party, Mansfield shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination should Mansfield be overcompensated for all services performed up to termination date, or be overcompensated for reimbursable expenses as authorized by this Agreement, then Fort Worth shall be reimbursed for all such overcompensation within 30 days after termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

Section 10.
Miscellaneous Provisions

10.1 Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by both City Councils.

10.2 Billing. For all amounts owed under this Agreement other than the regular monthly payments, Mansfield shall submit an itemized invoice for the services provided each month to Fort Worth. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery:

Fort Worth Chief of Police
Fort Worth Police Department
505 W. Felix Street
Fort Worth, Texas 76115

Fort Worth shall make payment to Mansfield within thirty (30) days after receipt of invoice. Payment shall be remitted to:

Director of Finance
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

Amounts that are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto, which shall be a contractual obligation of Fort Worth under this Agreement.

10.3 Party Communication. The Jail Administrator and Division Captain shall act as the departmental liaisons in matters concerning the Agreement. This does not preclude the

Fort Worth Jail Lieutenant and LEC personnel from communicating and addressing operational issues as they arise.

- 10.4 Prior Agreements.** This Agreement contains all of the Agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior Agreement or understanding pertaining to any such matter shall be effective.
- 10.5 Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Tarrant County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Tarrant County, Texas.
- 10.6 Approvals.** The City Council of Fort Worth and the City Council of Mansfield, in accordance with the Interlocal Cooperation Act, must approve this Agreement.
- 10.7 Funding Sources.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from the then-current revenues of Fort Worth, in the year that services are rendered.
- 10.8 Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 10.9 Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto.
- 10.10 Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

- 10.11 Independent Contractor.** Mansfield, its agents, officers, and employees are associated with Fort Worth only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services provided by Mansfield herein, Mansfield is and shall be an independent contractor and subject to the terms of this Agreement shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Agreement. Mansfield, its agent, officers, and employees shall not be considered agents or employees of Fort Worth, but shall at all times act as an independent contractor. Likewise, Fort Worth, its officers, employees, and agents are associated with Mansfield only for the purposes and to the extent set forth within this Agreement. With respect to any duties required of Fort Worth set out herewith, Fort Worth is, and shall be an independent contractor and subject to the terms of this Agreement shall have the sole right to manage, control, operate and direct the performance of the details of its duties under this Agreement. Fort Worth, its agents, and employees shall not be considered agents or employees of Mansfield, but at all times act as an independent contractor.
- 10.12 Defenses or Immunities.** By entering into this Agreement, neither Fort Worth nor Mansfield waives any defenses or immunities, which may be extended to it by operation of law, including sovereign immunity and any limitation on the amount of damages.
- 10.13 Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been passed and are now in full force and effect.

Executed in multiple originals on this the _____ day of _____, 2016

CITY OF MANSFIELD

CITY OF FORT WORTH

Clay Chandler
City Manager
City of Mansfield, Texas

Valerie Washington,
Assistant City Manager
City of Fort Worth, Texas

Attest:

Attest:

City Secretary
City of Mansfield, Texas

City Secretary
City of Fort Worth, Texas

APPROVED AS TO FORM AND LEGALITY:

_____, City Attorney
City of Mansfield

Leann D. Guzman, Sr. Asst. City Attorney
City of Fort Worth

Chief of Police
City of Mansfield, Texas

Chief of Police
City of Fort Worth, Texas

ATTACHMENT I

Section 1 Performance Standards – City of Mansfield

1.1 Accepting Prisoners.

There shall be no longer than a twenty-minute delay before Mansfield personnel take custody of Prisoners from Fort Worth personnel, except in circumstances involving medical emergencies or when ten (10) or more Prisoners are waiting. The twenty-minute time limit shall begin when Fort Worth presents an Arrested Person at the safety vestibule door. Three or more documented delays per month shall constitute a failure to comply with this Standard.

1.2 Transportation.

The transport of Prisoners to and from the LEC shall not exceed forty-five minutes, except when delayed by transporting Prisoners to any approved additional destinations, weather conditions, mechanical failure or uncontrolled traffic delays. Mansfield personnel shall respond within four (4) hours of being notified that there are prisoners to be transported from the Transfer Facility. Inmates released at Mansfield may request transportation back to the Holding Facility on the next available transport; no special trips will be authorized. Three or more unapproved delays per month shall constitute a failure to comply with this Standard. Fort Worth shall be responsible for transportation to the Transfer Facility of any inmates released from an area hospital.

1.3 Sustained Prisoner Complaints.

Mansfield shall investigate all prisoner complaints concerning abuse, mistreatment, or stolen property against their personnel at the Transfer Facility or in the LEC. The investigation of these complaints shall be completed within 120 days and the findings

immediately provided to FWPD, if requested. Mansfield personnel who witness, are advised of or determine any misconduct by FWPD personnel, shall immediately notify the FWPD Jail Lieutenant or Division Captain. Three or more sustained complaints per month shall constitute a failure to comply with this Standard.

1.4 Transfer Facility Staffing Levels.

Mansfield shall maintain adequate staffing levels that meet or exceed TPCA best practices at the Transfer Facility to perform the functions of booking to include the photographing and fingerprinting of all Arrested Persons.

**Section 2.
Performance Standards – City of Fort Worth**

2.1 Medical Care.

Before presenting Arrested Persons to Mansfield at the Transfer Facility or LEC, Fort Worth shall transport persons for medical care who are in obvious need of treatment or persons whom Fort Worth should reasonably determine, through circumstances of the arrest or known circumstances prior to the arrest, require medical treatment. If Fort Worth fails to provide medical treatment for ill or injured Arrested Persons three or more times per month, this shall constitute a failure to comply with this Standard.

2.2 Contraband/Weapons.

Fort Worth shall thoroughly search all Arrested Persons, any bag, purse or other container, removing all weapons and contraband that should have been reasonably located. Three or more incidents per month of leaving weapons or contraband in locations the officer should reasonably have searched shall constitute a failure to comply with this Standard. FWPD retains the right to assign personnel to conduct “Proper Search of Arrested Persons” training at the Transfer Facility prior to releasing the person

to Mansfield for processing. This Standard shall apply to FWPD personnel who enter the safety vestibule or Transfer Facility with a firearm, ASP or any unsecured or visible knife. This Standard shall not apply to any contraband located inside articles of underclothing, inside socks or in any location a routine search would not reasonably be expected to have resulted in the discovery of the contraband.

2.3 Arrest Documents.

At the time of transport from the Transfer Facility to LEC, FWPD shall present all necessary arrest documents to the Mansfield transportation personnel. Prisoners that are not presented with the necessary documents at the time of transport shall not be transported. In exigent circumstances (undercover Narcotics or Vice arrest, mass arrests or civil disturbances) or when approved by the FWPD Jail Lieutenant and MLEC Supervisor on duty at the Transfer Facility, receipt of the arrest documents may be delayed, not to exceed the time it is required to make one transportation trip (cycle) from the Transfer Facility to LEC. Three or more instances of arrest documents delayed beyond one transportation cycle per month, shall constitute a failure to comply with this Standard.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2044

Agenda Date: 9/26/2016

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving an Amendment to the Contract for Design Services with Jerry Parche Consulting Engineers for the Mouser Way Improvement Project for an Amount not to Exceed \$27,570.00 (Street Bond Fund)

Requested Action

Consider a Resolution approving an amendment to the contract for design services with Jerry Parche Consulting Engineers for the Mouser Way Improvement Project for an amount not to exceed \$27,570.00.

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

The original contract with Jerry Parche Consulting Engineers was approved on April 13, 2015 with Resolution 3087-15, to design paving, water and sewer for the Mouser Way Improvement project in the amount of \$168,100.00. A request was made by MEDC and Mouser Electronics to fast-track the first 350 feet of Mouser Way to provide for more immediate access to the Mouser expansion improvements. This necessitated creating two separate sets of bid documents and incorporating the field changes made by Mouser's expansion. The Phase 1 project is currently under construction. Phase 2 should be ready to bid this November.

In addition to the fast-track design, Jerry Parche was also asked to reevaluate and revise the flood study of Watson Branch due to new NCTCOG topographic data that had been provided since the initial report was submitted.

Justification

This additional design work was needed to accommodate Mouser's expansion and bidding the project in two phases and incorporate more accurate data in the flood study.

The Director of Public Works will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contracts.

Funding Source

Street Bond Fund

Prepared By

Gus Chavarria, CIP Project Manager, Engineering Department 817-276-4235

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT FOR DESIGN SERVICES WITH JERRY PARCHE CONSULTING ENGINEERS FOR THE MOUSER WAY IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$27,570.00

WHEREAS, the City Council recognizes the need to proceed forward approving an amendment to the contract for design services with Jerry Parche Consulting Engineers for the Mouser Way Improvement Project for the benefit of the citizens of the City of Mansfield; and,

WHEREAS, the City Staff has reviewed the proposed amendment to the contract for design services; and,

WHEREAS, the City Council has received the recommendation from Staff to authorize additional funding for the amendment to the contract with Jerry Parche Consulting Engineers for additional design services; and,

WHEREAS, it is necessary to authorize and secure funds from the Street Bond Fund.

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

SECTION 1.

Additional funding is hereby authorized in an amount not to exceed Twenty Seven Thousand Five Hundred Seventy and 00/100 Dollars (\$27,570.00) and the City Manager is hereby authorized and directed to execute a contract amendment with Jerry Parche Consulting Engineers, Inc. for the Mouser Way Improvement Project.

PASSED AND APPROVED THIS THE 26th DAY OF SEPTEMBER, 2016.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2057

Agenda Date: 9/26/2016

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Amending the Construction Manager at Risk Agreement Between Pete Durant & Associates, Inc. and the City of Mansfield and Awarding a Contract Regarding the Rough Grading and Utilities for Mansfield StarCenter and Shops at Broad Project

Requested Action

Approval of resolution.

Recommendation

Approval of resolution.

Description/History

On 7/11/16 City Council awarded the CMR Contract to Pete Durant & Associates.

Subcontractor and supplier bids for the rough grading and utilities for Mansfield StarCenter project were received and opened on September 8, 2016. Based on all the bids received, the Architect and the Construction Manager recommend a Guaranteed Maximum Price of \$772,500 for the rough grading and utilities for Mansfield StarCenter project. The Guaranteed Maximum Price is the amount guaranteed to be the maximum cost for this phase of the project. Any addition funds needed by the Construction Manager for this phase of the project, as outline in the scope of work indicated on the Contract Documents, will be funded by the Construction Manager.

This project is scheduled to be completed 9/01/2017.

Approximately \$650,000 of this bid will be subtracted from the Shops at Broad incentive.

Justification

Subcontractor and supplier bids for the rough grading and utilities for Mansfield StarCenter project were received and opened on September 8, 2016. Based on all the bids received, the architect and the construction manager recommend a Guaranteed Maximum Price of \$772,500.

Funding Source

Future Bond Proceeds

Prepared By

Richard Wright, Director of Development Services
817-276-4222

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN PETE DURANT & ASSOCIATES, INC. AND THE CITY OF MANSFIELD AND AWARING A CONTRACT REGARDING THE ROUGH GRADING AND UTILITIES FOR MANSFIELD STARCENTER AND SHOPS AT BROAD PROJECT.

WHEREAS, the City of Mansfield has contracted with Pete Durant & Associates, Inc. to be the Construction Manager for the for Mansfield StarCenter project; and

WHEREAS, it is necessary to amend the Scope of Work set forth in the Agreement; and

WHEREAS, the City of Mansfield has publicly advertised and requested competitive bids for rough grading and utilities for Mansfield StarCenter project; and

WHEREAS, all bids were received and opened on, September 8, 2016; and

WHEREAS, the expenditure of the funds stated herein will be secured from future Bond proceeds; and

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the rough grading and utilities for Mansfield StarCenter project provided for herein take place at the earliest possible date to insure necessary service and delivery ;and

WHEREAS, after review of all subcontractors and supplier bids received, it is the recommended and determination of Council that the “lowest and best” bid is that of Pete Durant & Associates, Inc. at a Guaranteed Maximum Price in the amount of Seven Hundred Seventy Two Thousand Five Hundred Dollars and 00/100 (\$772,500.00) be accepted.

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

SECTION 1.

The Construction Manager at Risk agreement between Pete Durant & Associates, Inc. and the City of Mansfield for the Mansfield StarCenter project approved by the Mansfield City Council on July 11, 2016, (the “Agreement”) is hereby amended to revise the Scope of Work (as that term is defined in the Agreement) to include the rough grading and utilities referenced in Section 2 of this Resolution.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute contractual documents with Pete Durant & Associates, Inc. for the rough grading and utilities for Mansfield StarCenter project for a Guaranteed Maximum Price in the amount of Seven Hundred Seventy Two Thousand Five Hundred Dollars and 00/100 (\$772,500.00).

PASSED AND APPROVED this the 26th day of September, 2016.

David Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2045

Agenda Date: 9/26/2016

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the September 12, 2016 Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the September 12, 2016 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, Assistant City Secretary, City Secretary's Office
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, September 12, 2016

5:00 PM

Council Chambers

REGULAR AGENDA

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

Mayor Cook called the meeting to order at 5:00 p.m.

Absent 1 - Larry Broseh

Present 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:02 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:06 p.m. Mayor Cook adjourned executive session at 5:42 p.m.

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

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

Seek Advice of City Attorney Regarding Public Improvement Districts

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

Personnel Matters Pursuant to Section 551.074

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

WORK SESSION TO BE HELD IN THE MULTI-PURPOSE ROOM IMMEDIATELY FOLLOWING EXECUTIVE SESSION

Mayor Cook called the work session to order in the multi-purpose room at 5:48 p.m.

Discussion Regarding M3 Ranch Public Improvement District

MR Development representative Bob McCaslin introduced his staff and made brief comments. DPFG representative Rick Rosenburg made a power point presentation and answered Council questions. City Manager Clayton Chandler made brief comments. First Southwest representative Boyd London made brief comments. Director of Planning Felix Wong and Fire Chief Barry Bondurant made brief comments. The work session concluded at 6:58 p.m.

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

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

Mayor Cook reconvened into regular business session at 7:07 p.m.

INVOCATION

Mansfield Bible Church Pastor Greg Buckles led the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Burgess 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 Hoffman led the Texas Pledge.

PROCLAMATION

[16-2016](#)

Pitt Hopkins Syndrome Awareness Day

Mayor Cook proclaimed September 18, 2016 as Pitt Hopkins Awareness Day and presented a proclamation to Ashton Green and family. Mrs. Green made brief comments.

PRESENTATIONS

AreWeRelated? Benefit Concert Presentation

Board of Directors of The LOT Downtown representative Kim McCaslin made brief comments about a benefit event held at The LOT. She presented a check for \$11,853.00 to Dallas Police Department Senior Corporal Ivan Saldana. Officer Saldana is a resident of Mansfield and was wounded in the shooting that took place in Dallas this past July. Mayor Cook presented a proclamation to honor Officer Saldana.

Recognition for Retiring Keep Mansfield Beautiful Commission Board Member Ann Monroe

Mayor Cook honored retiring Keep Mansfield Beautiful Commission Board Member Ann Monroe for 14 years of service. Education Specialist Arianne Shipley made brief comments.

2016 Certificate of Achievement for Planning Excellence

Mayor Cook presented the 2016 Certificate of Achievement for Planning Excellence to the Planning Department. Director of Planning Felix Wong introduced staff members and the Planning and Zoning Commission President present and made brief comments.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

Council Member Lindsey had no comments.

Council Member Hoffman had no comments.

Council Member Haynes had no comments.

Council Member Burgess asked everyone to continue to thank and appreciate our first responders.

Council Member Newsom had no comments.

Mayor Pro Tem Broseh was absent.

Mayor Cook encouraged everyone to see the car the Mansfield Police Department painted to pay tribute to 9/11. He thanked Willie Brown Elementary for holding their 14th Annual Patriot Day Celebration where they recognized the Police and Fire Departments. Mayor Cook encouraged everyone to give thanks to the individuals who give us our freedom.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken by the Council.

CONSENT AGENDA**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**[16-1989](#)

Resolution - A Resolution Approving a Resolution Adopted by the Board of Directors of the Mansfield Parks Facilities Development Corporation Authorizing the Issuance of Mansfield Parks Development Corporation Sales Tax Revenue Bonds, Taxable New Series 2016A; Approving the Issuance of the Bonds and the Plan of Financing Authorized Thereby and the Financing Documents

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE NEW SERIES 2016A; APPROVING THE ISSUANCE OF BONDS AND THE PLAN OF FINANCING AUTHORIZED THEREBY AND THE FINANCING DOCUMENTS

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

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3285-16

[16-2020](#)

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

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND APPROVING QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT TRANSACTIONS OF THE CITY

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

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

Aye: 6 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3286-16

[16-2021](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Contract Between the City of Mansfield, Texas and Tarrant County and the County's Assessor/Collector for the Collection of the South Pointe Public Improvement District Assessment/Collection Services

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

A RESOLUTION RATIFYING, AND CONFIRMING, THAT THE CITY MANAGER OR HIS DESIGNEE OF THE CITY OF MANSFIELD, TEXAS IS AUTHORIZED TO ENTER INTO A CONTRACT BY AND BETWEEN RON WRIGHT, TARRANT COUNTY TAX ASSESSOR-COLLECTOR, TARRANT COUNTY AND THE CITY OF MANSFIELD FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT COLLECTION SERVICES FOR THE CITY OF MANSFIELD

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

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

Aye: 6 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3287-16

[16-2023](#)

Resolution - A Resolution Approving a Resolution Adopted by the Board of Directors of the Mansfield Economic Development Corporation Authorizing the Issuance of Mansfield Economic Development Corporation Sales Tax Revenue Bonds, New Series 2016; Approving the Issuance of the Bonds, the Plan of Financing Authorized Thereby and the Financing Documents

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING

**THE ISSUANCE OF MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE BONDS, NEW SERIES 2016; APPROVING THE
ISSUANCE OF THE BONDS AND THE PLAN OF FINANCING AUTHORIZED
THEREBY AND THE FINANCING DOCUMENTS**

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

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3288-16

[16-2037](#)

Resolution - A Resolution Awarding a Contract for Construction of a Natural Gas Line for Mansfield Fieldhouse USA Project

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

**A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION OF A
NATURAL GAS LINE FOR MANSFIELD FIELDHOUSE USA PROJECT**

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

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3289-16

[16-2019](#)

Request for Special Event Permit: Mansfield Fire Rescue Safety Palooza

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2031](#)

Request for Special Event Permit: Mansfield Police Department Fall Festival

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2006](#)

Minutes - Approval of the August 22, 2016 Regular City Council Meeting Minutes

A motion was made by Council Member Lindsey to approve the August 22, 2016 Regular City Council Meeting minutes as presented. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2007](#)

Minutes - Approval of the August 29, 2016 Special City Council Meeting Minutes

A motion was made by Council Member Lindsey to approve the August 29, 2016 Special City Council Meeting minutes as presented. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2041](#)

Minutes - Approval of the September 6, 2016 Special City Council Meeting Minutes

A motion was made by Council Member Lindsey to approve the September 6, 2016 Special City Council Meeting minutes as presented. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2042](#)

Minutes - Approval of the September 7, 2016 Special City Council Meeting Minutes

A motion was made by Council Member Lindsey to approve the September 7, 2016 Special City Council Meeting minutes as presented. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

[16-2043](#)

Minutes - Approval of the September 8, 2016 Special City Council Meeting Minutes

A motion was made by Council Member Lindsey to approve the September 8, 2016 Special City Council Meeting minutes as presented. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

[16-1932](#)

Ordinance - Public Hearing and First Reading on an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone for Commercial-Industrial Tax Abatement, to be Known as Reinvestment Zone No. 42; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; Providing a Cumulative Clause; and Providing for an Effective Date

City Secretary Jeanne Heard read the caption into the record. Director of Economic Development Scott Welmaker made brief comments. Mayor Cook opened the public hearing at 7:39 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 7:39 p.m.

A motion was made by Council Member Haynes to approve the first reading of

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT, TO BE KNOWN AS REINVESTMENT ZONE NO. 42; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE." Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2008

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Request to Amend The Reserve Planned Development District by Extending the South Pointe Expansion Subdistrict of The Reserve PD to Include Approximately 61.7 Acres Generally Located Between S. Matlock Road and SH 360 and South of Harmon Road; Jabez Development LP (ZC#16-010)

Jeanne Heard read the caption into the record. Goodwin and Marshall Inc. representative Matt Goodwin made brief comment and answered Council questions. Director of Planning Felix Wong answered Council questions. Jabez Development LP representative Robert Gonzalez answered Council questions. The applicant was asked to bring back illustrations of what the development would look like by the second reading. Mayor Cook opened the public hearing at 7:42 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 7:42 p.m.

A motion was made by Council Member Lindsey to approve the first reading of "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 SOUTH POINTE SUBDISTRICT OF THE RESERVE PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Haynes. The motion CARRIED by the following vote:

Aye: 5 - David Cook; Stephen Lindsey; Wendy Burgess; Darryl Haynes and Brent Newsom

Nay: 1 - Cory Hoffman

Absent: 1 - Larry Broseh

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND READING

16-1978

Ordinance - Public Hearing Continuation and Second Reading on an

Ordinance Approving a Zoning Change from OP, Office Park to SF-12/22, Single-Family Residential on Approximately 1.9 Acres Located at 828 S Holland Road; A Child's Growing Mind (ZC#16-009)

A Child's Growing Mind representative Kim McKenzie made brief comments. Mayor Cook continued the public hearing through second reading at 8:05 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 8:05 p.m.

A motion was made by Council Member Newsom to approve the second reading of "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 SF-12/22 SINGLE-FAMILY DISTRICT CLASSIFICATION, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

NEW BUSINESS

16-1931

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Economic Development and Performance Agreement by and Between the Mansfield Economic Development Corporation ("MEDC") and RMA Holdings L.L.C. and Authorizing its Execution by the President of the MEDC; and Providing an Effective Date

Scott Welmaker made brief comments. AMC Warehouse representative Robert Phillips answered Council questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION ("MEDC") AND RMA HOLDINGS, L.L.C., AND AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE MEDC; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3290-16

[16-1933](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Economic Development and Performance Agreement By and Between the Mansfield Economic Development Corporation ("MEDC") and Heritage Parkway Partners LLC, and Authorizing Its Execution by the President of the MEDC; and Providing an Effective Date

Scott Welmaker made brief comments.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION ("MEDC") AND HERITAGE PARKWAY PARTNERS LLC., AND AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE MEDC; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

Enactment No: RE-3291-16

[16-2009](#)

Board Appointments; Planning & Zoning Commission

A motion was made by Council Member Hoffman to reappoint Kent Knight, Mell Neuman and Cory Smithee for two-year terms and appoint Gary Mills for a two-year term to the Planning and Zoning Commission. Seconded by Council Member Haynes. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2010

Board Appointments; Zoning Board of Adjustment

A motion was made by Council Member Burgess to reappoint Ann B. Smith for a two-year term and reappoint Michael Aguillard and Louis Stefanos as Alternate Members for two-year terms to the Zoning Board of Adjustment. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2011

Board Appointments; Mansfield Economic Development Corporation

A motion was made by Council Member Haynes to reappoint John Phillips and Selim Fiagnome for two-year terms and appoint David Godin for a two-year term to the Mansfield Economic Development Corporation. Seconded by Council Member Burgess. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2012

Board Appointments; Mansfield Park Facilities Development Corporation

A motion was made by Council Member Newsom to reappoint Harold Bell and Sandra Hightower for two-year terms and appoint Neal Shaw for a two-year term to the Mansfield Park Facilities Development Corporation. Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2013

Board Appointments; Library Advisory Board

A motion was made by Council Member Haynes to reappoint Suzonne Evans, Janice Knight and Kelvin Stroy for two-year terms and appoint Shelley Daunis, Deborah Hathaway, and Cindy Kuster for two-year terms to the Library Advisory Board. Seconded by Council Member Newsom. The motion

CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2014

Board Appointments; Keep Mansfield Beautiful Commission

A motion was made by Council Member Lindsey to reappoint Carla Green, Sharon Roberts, Charna Blumberg and Janet Hurlbut for two-year terms and appoint Gordon McMinn and Leon Williams to fill unexpired terms, expiring October 1, 2017, appoint Sim Chatha for a two-year term and appoint Jacqueline Conley as an Alternate Member for a two-year term to the Keep Mansfield Beautiful Commission. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2015

Board Appointments; Historic Landmark Commission

A motion was made by Council Member Lindsey to reappoint Justin Gilmore, David Littlefield, and Mark Walker for two-year terms; appoint Cynthia Gardner for a two-year term, and appoint Lynda Pressley and Brent Parker as Alternate Members for two-year terms to the Historic Landmark Commission. Seconded by Council Member Burgess. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2024

Ordinance - First Reading of an Ordinance Amending Chapter 95, "Library," in the Code of Ordinances of the City of Mansfield Texas

A motion was made by Council Member Haynes to approve the first reading of "AN ORDINANCE AMENDING CHAPTER 95, "LIBRARY," OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS; PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

16-2030

Consideration of a Request to Revise the Development Standards for the Ladera Mansfield Planned Development to Reduce the 25' Buffer Yards Along the West and South Property Lines of the 35.5 Acre Development Generally Located South of E. Debbie Lane and North of Sandstone Court and Primrose Trail; Integrity Group, LLC (ZC#15-005A)

Integrity Group, LLC representative John Delane made brief comments and answered Council questions.

A motion was made by Council Member Hoffman to approve this agenda item. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

ADJOURN

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

Aye: 6 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Darryl Haynes and Brent Newsom

Nay: 0

Absent: 1 - Larry Broseh

Abstain: 0

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2046

Agenda Date: 9/26/2016

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to SF-7.5/18, SF-9.6/20 and SF-12/22, Single-Family Residential Districts on Approximately 187.85 Acres Generally Located West of Gertie Barrett Road and the End of Cancun Drive, North of Country Meadow Drive and Chimney Hill Circle; Alluvium Development (ZC#16-001)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on September 6, 2016 and voted 3-2 to recommend denial. Vice-Chairman Smithee, Commissioners Knight and Polozola voted for the motion to deny and Chairman Wilshire and Commissioner Neuman voted against the motion. Commissioners Hudson and Horn were absent.

Description/History

The applicant, Terry Jobe, is seeking to rezone the 187.85 acre property from PR, Pre-Development to the following (see Exhibit B for location):

- SF-7.5/18 (74.15 acres);
- SF-9.6/20 (85.90 acres); and
- SF-12/22 (27.80 acres)

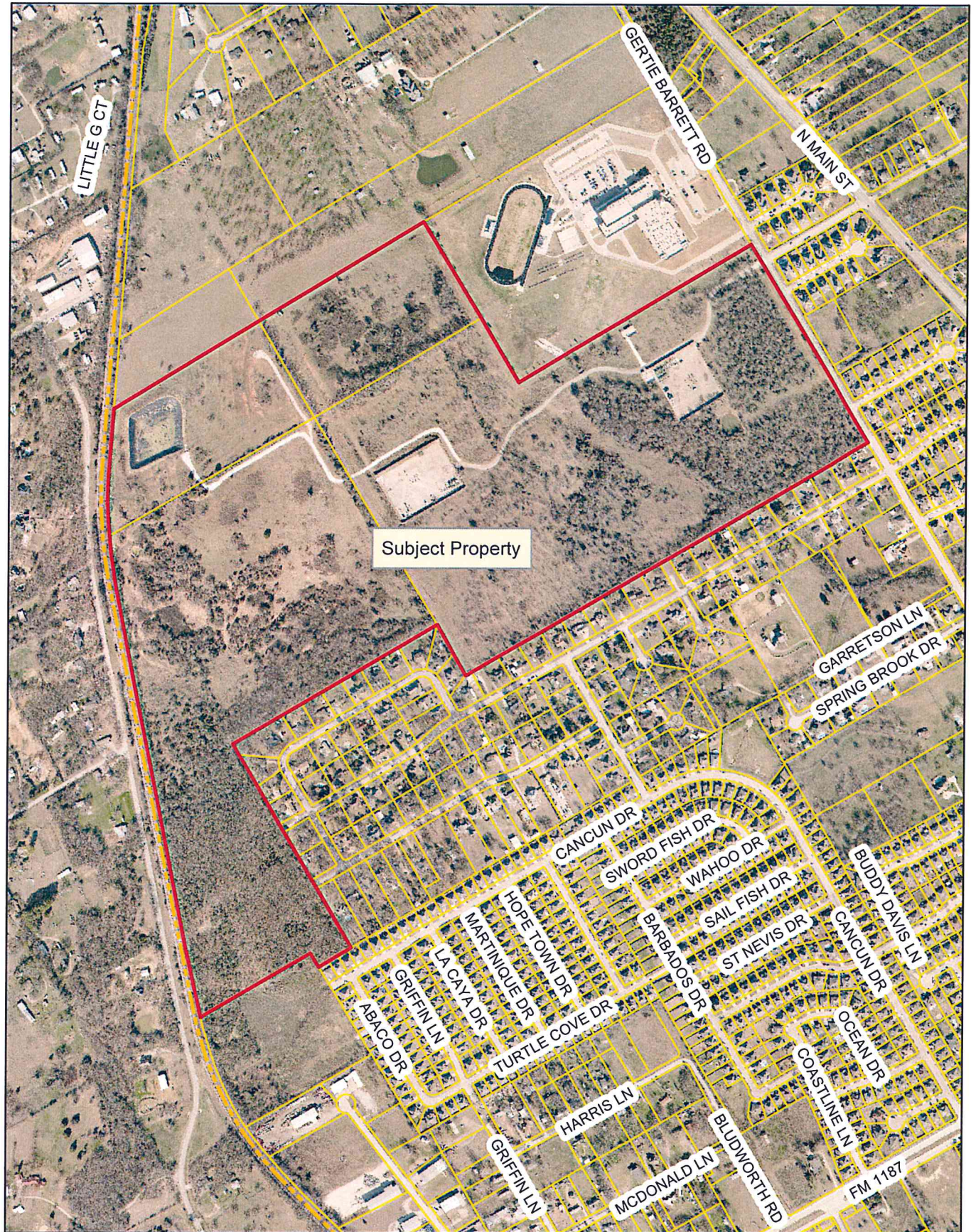
Mr Jobe plans to develop a single family residential subdivision and will comply with the residential development standards in the Zoning Ordinance, including but not limited to, enhanced entries, minimum 8:12 roof pitch, three dimensional architectural shingles, and non-monotonous exterior elevations.

The homes to the south in Mansfield Country Estates are zoned SF-7.5/15; however, the typical lot size is at least one-half acre. Mostly of the homes originally built in Mansfield Country Estates were on septic systems.

As shown in Exhibit B, the proposed zoning immediately abutting Mansfield Country Estates will be SF-12/22.

Prepared By

Felix Wong, Director of Planning
817-276-4228



Subject Property



This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

ZC# 16-001

08/15/2016



ZC# 16-001

08/15/2016

Property Owner Notification for ZC# 16-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
CEDAR OAKS ADDITION-MANSFIELD	BLK 1	MCNEIL, BRANDON	203 CEDAR ROCK CT	MANSFIELD, TX	76063
CEDAR OAKS ADDITION-MANSFIELD	BLK 1	LOVE, JOHN A	201 CEDAR ROCK CT	MANSFIELD, TX	76063
CEDAR OAKS ADDITION-MANSFIELD	BLK 1	YEARY, LEIGH	200 CEDAR ROCK CT	MANSFIELD, TX	76063
CEDAR OAKS ADDITION-MANSFIELD	BLK 1	BRACKETT-ANTHONY, CLAUDETTE	202 CEDAR ROCK CT	MANSFIELD, TX	76063-8556
CEDAR OAKS ADDITION-MANSFIELD	BLK 2	HALL, BRYAN	203 ROCK TREE CT	MANSFIELD, TX	76063
CEDAR OAKS ADDITION-MANSFIELD	BLK 2	HAYES, SCOTT L	201 ROCK TREE CT	MANSFIELD, TX	76063-8555
CEDAR OAKS ADDITION-MANSFIELD	BLK 2	CHAMBLESS, BRADLEY N	202 ROCK TREE CT	MANSFIELD, TX	76063-8554
CEDAR OAKS ADDITION-MANSFIELD	BLK 2	RICHBREE HOLDINGS LLC	8029 LEVY COUNTY LINE RD	MANSFIELD, TX	76063
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	CAMPBELL, JAMES	2224 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	ABDOU, YACoub	2226 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	BUSTAMANTE, RICARDO	2228 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	HAMILTON, JULNELLE B	2230 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	CARABALLO, SAUL	2232 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	BIBBS, ANGELA	2234 CANCUN DR	MANSFIELD, TX	76063-8548
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 12	GALLUP, DEBORAH	2236 CANCUN DR	MANSFIELD, TX	76063
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 18	ARP 2014-1 BORROWER LLC	PO BOX 95997	LAS VEGAS, NV	89193
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 18	BARTA, JOHN MICHAEL	2229 CANCUN DR	MANSFIELD, TX	76063-8549
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 18	KAKEMBO, WILSON K	2231 CANCUN DR	MANSFIELD, TX	76063-8549

Property Owner Notification for ZC# 16-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
COUNTRY MEADOWS ADDN SEC 3 - 7	BLK 20	HALL, IVY NICOLE MORRIS	1725 ABACO DR	MANSFIELD, TX	76063-8559
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	CUMMINGS, LEONARD	251 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	WICKHAM, EUEN N	253 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	KEY, LISA G	255 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	BOLDING, JERRY	257 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	CORRAL, JOSE	259 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	PUSTEJOVSKY, JOHN	261 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	HEASLEY, DOUGLAS E	PO BOX 2213	SOUTH PORTLAND, ME	04116-2213
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	BROTHERS, JAMES V	265 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	MCCULLOUGH, MICHAEL W	267 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 1	PINES, CLARENCE R	269 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5911
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	HERMANN, KENNETH	301 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	BUCK, WM HENRY	303 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	DIXON, DARRELL L	305 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	PICKARD, DOUGLAS B	307 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	WILLIAMS, TIMOTHY DWIGHT	309 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	CALVERT, C C	311 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	MORRIS, JAMES COPE	406 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	KEELEY, MICHAEL	404 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902

Property Owner Notification for ZC# 16-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	CHRISTAKIS, MICHELLE	313 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5910
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	KNAPPENBERGER, MALINDA K	400 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5907
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	CRISPIN, DARLENE	408 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	PIPINS, CATHY	402 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	JOHNSON, LINDA	402 COUNTRY MEADOW DR	MANSFIELD, TX	76063
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	MERETT, KENNETH	410 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	BATES, GLORIA CHARLOTTE	PO BOX 398	AVINGER, TX	75630-0398
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	STAYTON, DANNY	404 COUNTRY MEADOW DR	MANSFIELD, TX	76063-5907
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	MARSHALL, THOMAS J	414 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	BAXTER, RONALD L	416 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	BLACK, DOUGLAS	418 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	MERSHON, JAMES B	420 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	FALK, DUANE RAY	424 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	MAXWELL, DEBRA	426 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5902
MANSFIELD COUNTRY ESTATES ADDN	BLK 3	WHITEHEAD, DELORIS	428 CHIMNEY HILL CIR	MANSFIELD, TX	76063
MANSFIELD COUNTRY ESTATES ADDN	BLK 4	MENIKOS, THOMAS E	405 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5904
MANSFIELD COUNTRY ESTATES ADDN	BLK 4	NEWTON, RICKY D	403 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5904
MANSFIELD COUNTRY ESTATES ADDN	BLK 4	CHELSIBELLA PROPERTIES INC	948 THOMAS CROSSING DR	BURLESON, TX	76028-3286
MANSFIELD COUNTRY ESTATES ADDN	BLK 6	BROWN, STEPHEN	430 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5903

Property Owner Notification for ZC# 16-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD COUNTRY ESTATES ADDN	BLK 6	CAMPBELL, PETER P	432 CHIMNEY HILL CIR	MANSFIELD, TX	76063-5903
MANSFIELD COUNTRY ESTATES ADDN	BLK 7	RICHEY, MICHAEL A	425 MEADOW CREEK DR	MANSFIELD, TX	76063-5922
MANSFIELD COUNTRY ESTATES ADDN	BLK 7	FOWLER, AMANDA M	427 MEADOW CREEK DR	MANSFIELD, TX	76063
MCDONALD, JAMES SURVEY	A 997	R D S PROPERTIES LTD	PO BOX 333	MANSFIELD, TX	76063-0333
MCDONALD, JAMES SURVEY	A 997	KNAPP, JAMES C	PO BOX 2243	MANSFIELD, TX	76063-0047
MCDONALD, JAMES SURVEY	A 997	KNAPP, JAMES C ETAL	PO BOX 2243	MANSFIELD, TX	76063-0047
MCDONALD, JAMES SURVEY	A 997	NICHOLS, C D	2341 N MAIN ST	MANSFIELD, TX	76063-3945
MCDONALD, JAMES SURVEY	A 997	NICHOLS, C D	2341 N MAIN ST	MANSFIELD, TX	76063-3945
MCDONALD, JAMES SURVEY	A 997	KNAPP, JAMES CHRISTOPHER	PO BOX 2243	MANSFIELD, TX	76063-0047
MCDONALD, JAMES SURVEY	A 997	FRICKS, DARCY KNAPP ETAL	PO BOX 2243	MANSFIELD, TX	76063-0047
MCDONALD, JAMES SURVEY	A 997	TESTUDO LAND LLC	101 W GLADE RD STE 109	EULESS, TX	76039
MEADOWSIDE ADDITION	BLK 1	BIBI, SALIMA	203 COUNTRY MEADOW CT	MANSFIELD, TX	76063-8535
MEADOWSIDE ADDITION	BLK 1	KASSI, AMOUEYE R	201 COUNTRY MEADOW CT	MANSFIELD, TX	76063
MEADOWSIDE ADDITION	BLK 1	DODD, VIVIE	928 KING GEORGE LN	SAVANNAH, TX	76227-7878
MEADOWSIDE NORTH	BLK 1	CRUZ, ANGELICA	200 MEADOWSIDE DR	MANSFIELD, TX	76063-6296
MEADOWSIDE NORTH	BLK 1	SOMERS, DAVID	202 MEADOWSIDE DR	MANSFIELD, TX	76063-6296
MEADOWSIDE NORTH	BLK 1	MAGNUS, LARRY D	102 MERCEDES COVE	BASTROP, TX	78602-4157
MEADOWSIDE NORTH	BLK 1	ARTEAGA, CESAR G	201 MEADOWSIDE DR	MANSFIELD, TX	76063-6297
MEADOWSIDE NORTH	BLK 1	HIBLER, NATHAN	203 MEADOWSIDE DR	MANSFIELD, TX	76063-6297

Property Owner Notification for ZC# 16-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MISD, MCDONALD ADDITION	BLK 1	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766

EXHIBIT A

LEGAL LAND DESCRIPTION:

BEING 187.850 acres or (8,182,753 square feet) of land in the James McDonald Survey, Abstract No. 997, City of Mansfield, Tarrant County, Texas; said 187.850 acres or (8,182,753 square feet) of land **being** the remainder of that certain tract of land described in a Correction Special Warranty Deed to James Christopher Knapp, as recorded in Instrument Number D209003527, Deed Records, Tarrant County, Texas (D.R.T.C.T.); the remainder of that certain tract of land described in a Warranty Deed to Sandra G. Knapp, an undivided one-fourth interest, Darcy Lee Knapp Sanders, Shelley L. Knapp and James C. Knapp, an undivided one-fourth interest, being the heirs at law of James H. Knapp, Jr., Deceased and William A. Knapp, an undivided one-half interest, as his separate property and estate, as recorded in Volume 9690, Page 120, D.R.T.C.T.; all of that certain tract of land described in a Special Warranty Deed to Darcy Knapp Fricks, Shelley Lynn Knapp and James Christopher Knapp, as recorded in Instrument Number D206324853, D.R.T.C.T.; the remainder of that certain tract of land described in a Special Warranty Deed to Darcy Knapp Fricks, Shelly Lynn Knapp and James Christopher Knapp (hereinafter collectively referred to as Knapp Property), as recorded in Instrument Number D206356866, D.R.T.C.T.; said 187.850 acres or (8,182,753 square feet) being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod with plastic cap stamped "Beasley" found for the Westerly corner of that certain tract of land described as Lot 1, Block 1, MISD McDonald Addition (hereinafter referred to as Lot 1), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 12723, Plat Records, Tarrant County, Texas (P.R.T.C.T.), same being the Southeasterly line of that certain tract of land described in a Warranty Deed to R.D.S. Properties, Ltd. (hereinafter referred to as R.D.S. Properties tract), as recorded in Volume 15564, Page 238, D.R.T.C.T., same also being the Northerly corner of the Knapp Property;

THENCE South 31 degrees 00 minutes 28 seconds East with the common line between said Knapp Property and said Lot 1, a distance of 1050.01 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southerly corner of said Lot 1, same being an inner-ell corner of said Knapp Property;

THENCE North 58 degrees 59 minutes 32 seconds East continue with the common line between said Knapp Property and said Lot 1, a distance of 1510.56 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Easterly corner of said Lot 1, same being the Northeasterly corner of said Knapp Property, same also being in the existing Southwesterly right-of-way line of Gertie Barrett Road (variable width right-of-way), as recorded in Instrument Number D211313943, D.R.T.C.T.;

THENCE South 30 degrees 53 minutes 47 seconds East with the common line between said Knapp Property and the existing Southwesterly right-of-way line of said Gertie Barrett Road, a distance of 1297.25 feet to a one-half inch iron rod found for the Easterly corner of said Knapp Property;

THENCE South 59 degrees 53 minutes 30 seconds West with the Southeasterly line of said Knapp Property, a distance of 2598.49 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for an angle point in the Southeasterly line of said Knapp Property, same being an angle point in the Northwesterly line of that certain tract of land described as Mansfield Country Meadows, Section Two (hereinafter referred to as Mansfield Country Estates, Section Two), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-172, Page 87, P.R.T.C.T.;

THENCE North 31 degrees 38 minutes 41 seconds West with the common line between said Knapp Property and Mansfield Country Estates, Section Two, a distance of 330.30 feet to a one-half inch iron rod found an angle point in the Southeasterly line of said Knapp Property, same being an angle point in the Northwesterly line of said Mansfield Country Estates, Section Two;

THENCE South 59 degrees 02 minutes 58 seconds West continue with the common line between said Knapp Property and Mansfield Country Estates, Section Two, a distance of 1323.18 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for an angle point in the Southeasterly line of said Knapp Property, same being the Westerly corner of Mansfield Country Estates, Section Two;

THENCE South 30 degrees 33 minutes 53 seconds East continue with the common line between said Knapp Property and Mansfield Country Estates, Section Two, a distance of 1321.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southerly Southeasterly corner of said Knapp Property, same being the Southerly corner of said Mansfield Country Estates, Section Two, same also being in the Northwesterly line of that certain tract of land described as Country Meadows Addition, Section 8 (hereinafter referred to as Country Meadows Addition, Section 8), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 11020, P.R.T.C.T.;

THENCE South 59 degrees 45 minutes 22 seconds West with the common line between said Knapp Property and said Country Meadows Addition, Section 8, a distance of 207.20 feet to a one inch iron rod found for an angle point in the Southeasterly line of said Knapp Property, same being the Northeasterly line of that certain tract of land described in a deed to William Brewer (hereinafter referred to as Brewer tract), as recorded in Instrument Number D214066210, D.R.T.C.T., same also being the Northwesterly corner of said Country Meadows Addition, Section 8;

THENCE North 30 degrees 22 minutes 35 seconds West with the common line between said Knapp Property and said Brewer tract, a distance of 83.55 feet to a three-quarter inch iron rod found for an angle point in the Southeasterly line of said Knapp Property, same being the Northerly corner of said Brewer tract;

Continued on Page 2:

Project No. 144-15-03 Date: 2/16/2016 Page 1 of 2 Checked By: MD2

LEGAL DESCRIPTION
DIAMOND CREEK ESTATES
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

CASE NO. ZC#16-001

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

EXHIBIT A

LEGAL LAND DESCRIPTION:

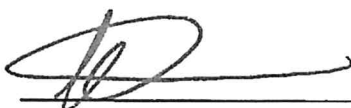
Continued from Page 1:

THENCE South 60 degrees 25 minutes 47 seconds West with the common line between said Knapp Property and said Brewer tract, a distance of 703.44 feet to a one-half inch iron rod found for the Southwesterly corner of said Knapp Property, same being the Northwesterly corner of said Brewer tract, same being the existing occupied Easterly right-of-way line of H. & T.C. Railroad;

THENCE with the common line between said Knapp Property and the existing occupied Easterly right-of-way line of said H. & T.C. Railroad for the following 6 courses:

1. North 11 degrees 46 minutes 58 seconds West, a distance of 182.85 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;
2. North 11 degrees 31 minutes 55 seconds West, a distance of 2365.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;
3. North 05 degrees 06 minutes 12 seconds West, a distance of 191.68 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;
4. North 02 degrees 49 minutes 35 seconds West, a distance of 163.05 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;
5. North 00 degrees 40 minutes 29 seconds East, a distance of 300.10 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;
6. North 04 degrees 54 minutes 52 seconds East, a distance of 270.56 feet to a fence post found for the Northwesterly of said Knapp Property, same being the Southwesterly corner of the aforesaid R.D.S. Properties tract;

THENCE North 59 degrees 01 minute 22 seconds East with the common line between said Knapp Property and said R.D.S. Properties tract, a distance of 2010.86 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 187.850 acres or (8,182,753 square feet) of land.

 08/01/16

Michael Dan Davis
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

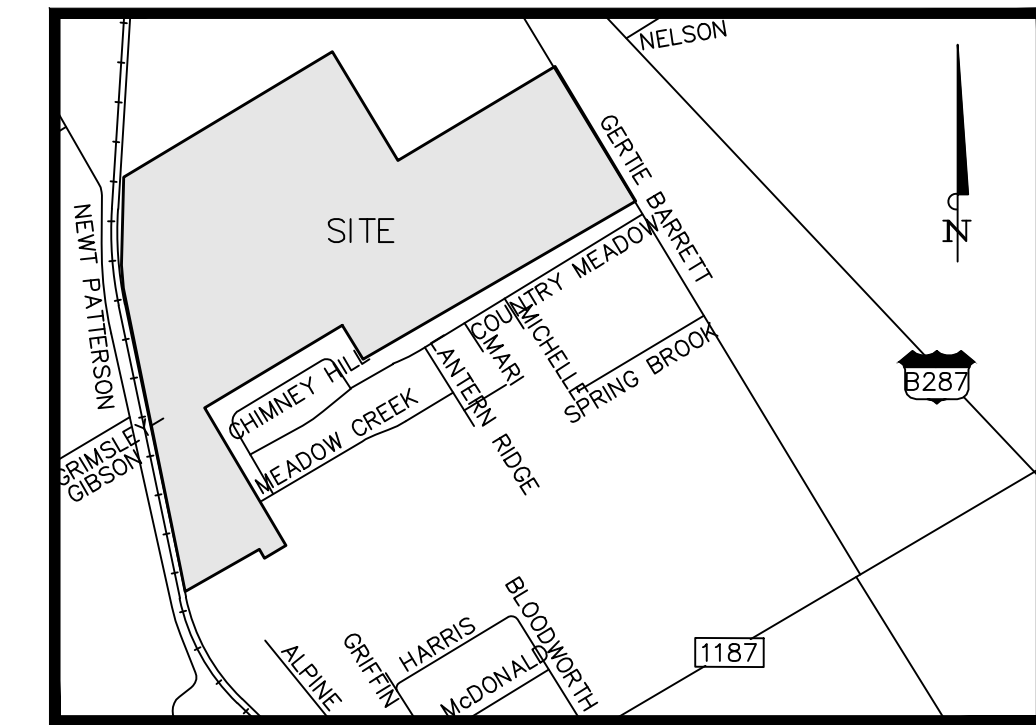


CASE NO. ZC#16-001

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

Project No. 144-15-03 Date: 2/16/2016 Page 2 of 2 Checked By: MD2

LEGAL DESCRIPTION
DIAMOND CREEK ESTATES
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE
MANSFIELD, TEXAS



NELSON WYATT ROAD
CEDAR OAKS ADDITION
CABINET A, SLIDE 11462 P.R.T.C.T.
ZONED: PD 725
ROCK TREE COURT
GERTIE BARRETT ROAD
PERMANENT RIGHT-OF-WAY
DEDICATION INSTRUMENT NO.
D211313943, D.R.T.C.T.
C.D.NICHOLS AND
ARLINE E. NICHOLS, AS
TRUSTEES FOR THE
C.D.NICHOLS AND
ARLINE E. NICHOLS
REVOCABLE LIVING
TRUST
INSTRUMENT
NUMBER D206393782
D.R.T.C.T.
ZONED: PR 274
MEADOWSIDE DRIVE
MEADOWSIDE NORTH P.R.T.C.T.
CABINET A, SLIDE 10302
ZONED: PD 666
MEADOWSIDE ADDITION
CABINET A, SLIDE
8080 P.R.T.C.T.
ZONED: PD 576

Exhibit 'B'
ZONING EXHIBIT
for
DIAMOND CREEK ESTATES
Being 187.85 acres situated in the
James McDonald Survey, Abstract No. 997
City of Mansfield, Tarrant County, Texas
Prepared: August 2016

ZONING TABLE			
	EXISTING ZONING	PROPOSED ZONING	ACREAGE
	PR	7.5/18	74.15 ACRES
	PR	9.6/20	85.90 ACRES
	PR	12/22	27.80 ACRES

CASE NO. ZC#16-001
PROJECT NO.: 144-15-03

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO [SF-7.5/18](#), [SF-9.6/20](#) & [SF-12/22 SINGLE FAMILY DISTRICT CLASSIFICATIONS](#), PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property new zoning classifications of [SF-7.5/18](#), [SF-9.6/20](#) & [SF-12/22 Single Family Residential District Classifications](#), said property and the location of the zoning district classifications being described in Exhibits “A” and “B” attached hereto and made a part hereof for all purposes.

SECTION 2.

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

SECTION 3.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of these zoning classifications.

SECTION 4.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity

of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5.

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

SECTION 6.

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 _____, 2016.

Second reading approved on the _____ day of _____, 2016.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2016.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2048

Agenda Date: 9/26/2016

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Specific Use Permit for Eating Place with Drive-Through Service on Approximately 1.1 Acres, Generally Located at the Southwest Corner of E. Broad Street and N. Holland Road; Muy Hamburger, LLC. (ZC#16-011)

Requested Action

To consider the subject zoning change request.

Recommendation

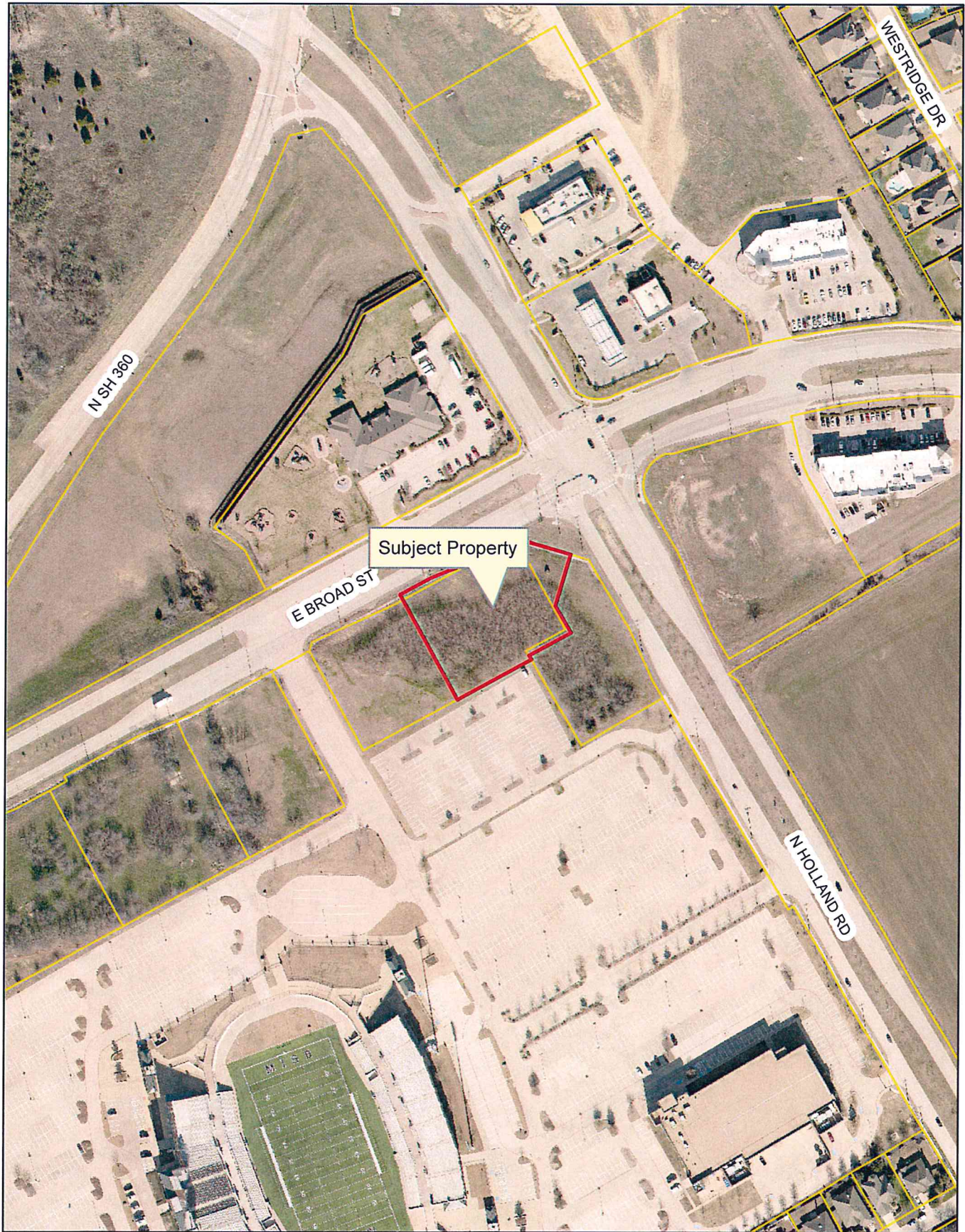
The Planning and Zoning Commission held a public hearing on September 6, 2016, and voted 5-0 to recommend approval. Commissioners Horn and Hudson were absent.

Description/History

The proposed SUP is for a Wendy's Restaurant with a drive-through window. The development will meet all the new requirements as well as existing architectural criteria. The building will be occupied by just a single tenant.

Prepared By

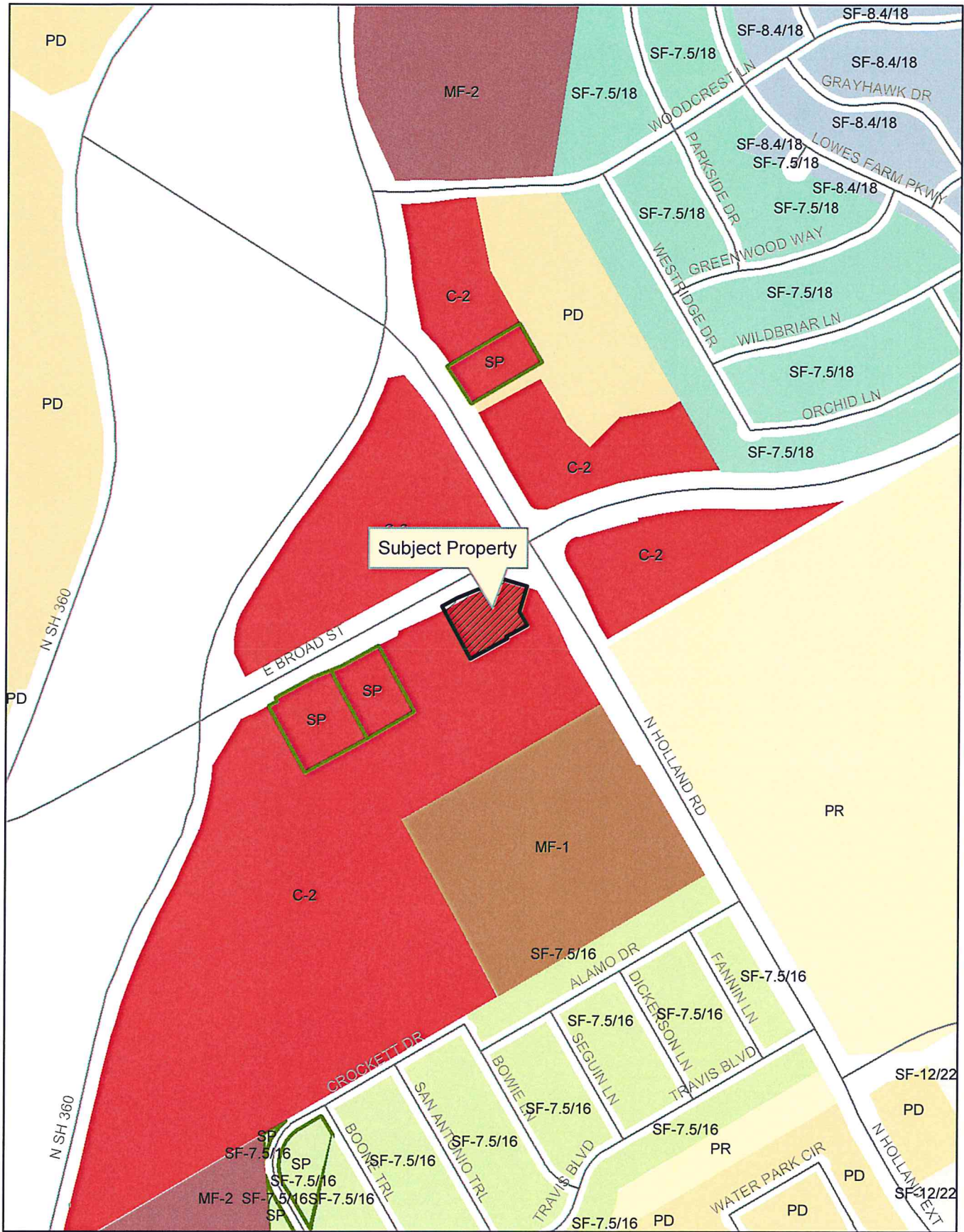
Felix Wong, Director of Planning
817-276-4228



ZC# 16-011

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

08/25/2016



This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

ZC# 16-011

08/25/2016

Property Owner Notification for ZC# 16-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
BACK, J SURVEY	A 126	HOLLAND CROSSING LP	8350 N CENTRAL EXPW # 1300	DALLAS, TX	75206
BACK, J SURVEY	A 126	KAIZEN REAL ESTATE INC	3405 SPECTRUM BLVD	RICHARDSON, TX	75082
CHILDREN'S COURTYARD	BLK 1	REALTEX VENTURES INC	4604 PARK SPRINGS BLVD STE 150	ARLINGTON, TX	76017
CVS MANSFIELD	BLK 1	3802 BROAD STREET LP	409 RIVER RD STE 1	CLIFTON, NJ	07014
MANSFIELD ISD ATHLETIC COMPLEX	BLK 1	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT FOR EATING PLACE WITH DRIVE-THROUGH SERVICE ON THE HEREINAFTER DESCRIBED PROPERTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new specific use permit for Eating Place with Drive-Through Service, said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance to the site plan shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this Specific Use Permit.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

This ordinance shall take effect immediately from and after its passage 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 _____, 2016.

Second reading approved on the _____ day of _____, 2016.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2016.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney

Property Description:

Being a tract of land situated in the Jacob Back Survey, Abstract No. 126, City of Mansfield, Tarrant County, Texas, and being a portion of that certain tract of land as described to Holland Crossing, L.P., as recorded in Instrument No. D215284351, Official Public Records of Tarrant County, Texas (OPRTCT), said tract of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found with cap stamped "Pieser" for the northwest corner of the herein described tract, said point also being the northeast corner of that certain tract of land as described to Kaizen Real Estate, as recorded in Instrument No. D215284537, OPRTCT, lying in the southerly right-of-way line of Broad Street (a variable width right-of-way) described as Tract One in deed to City of Mansfield recorded in Instrument No. D205216851, OPRTCT;

THENCE along said southerly right-of-way following three (3) courses:

- 1) N 61°18'01" E, a distance of 61.22 feet to a 5/8-inch iron rod set with plastic cap stamped "Shield Engineering";
- 2) **THENCE** N 67°34'40" E, a distance of 100.60 feet to a 1/2-inch iron rod found with cap stamped "Coombs";
- 3) **THENCE** N 61°18'01" E, a distance of 64.26 feet to a 1/2-inch iron rod found with cap stamped "coombs" for the northerly corner of a corner clip at the intersection of said southerly right-of-way line and the westerly right-of-way line of Holland Road (a variable width right-of-way);

THENCE S 73°52'38" E, along said corner clip, a distance of 132.53 feet to a 1/2-inch iron rod found with cap stamped "Coombs" and the southerly corner of said corner clip;

THENCE along said westerly right-of-way the following three (3) courses:

- 1) S 30°39'43" E, a distance of 104.80 feet to a 1/2-inch iron rod found with cap stamped "Coombs";
- 2) **THENCE** S 24°23'04" E, a distance of 100.60 feet to a 1/2-inch iron rod found with cap stamped "Coombs";
- 3) **THENCE** S 30°39'43" E, a distance of 34.15 feet (rec. 34.93 feet) to a 1/2-inch iron rod with cap stamped "Coombs" for the southeast corner of said tract and the most easterly northeast corner of Lot 1, Block 1, Mansfield ISD Athletic Complex, an addition to the City Mansfield, Tarrant County, Texas, as recorded in Cabinet A, Slide 10068 of the Plat Records of Tarrant County Texas (PRTCT);

THENCE S 59°26'59" W, departing said westerly right-of-way, along the northerly boundary line of said Lot 1 the following three (3) courses:

- 1) S 59°26'59" W, a distance of 164.00 feet to a 1/2-inch iron rod found with cap stamped "Coombs";
- 2) **THENCE** N 30°40'31" W, a distance of 174.75 feet (rec. 175.00 feet) to a 5/8-inch iron rod set with plastic cap stamped "Shield Engineering";
- 3) **THENCE** S 61°18'01" W, a distance of 148.00 feet to a 1/2-inch iron rod found with cap stamped "Pieser" at the easterly corner of the aforementioned Kaizen tract;

THENCE N 28°41'19" W, departing said northerly boundary line, along said easterly line, at a distance of 199.26 feet passing a 1/2-inch iron rod found with cap stamped "Pieser" on line and continuing in all a total distance of 210.23 feet to the **POINT OF BEGINNING** and **CONTAINING** 89,843 square feet or 2.063 acres of land area, more or less.

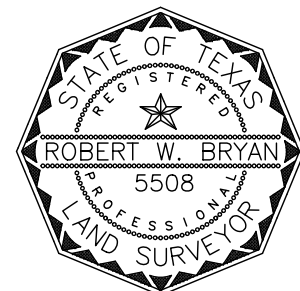
To: Muy Hamburger, Holland Crossing, L.P.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 4, 5, 8, 9, 13, 16 AND 18 of Table A thereof. The fieldwork was completed on JUNE 3, 2016.

Date of Plat or Map: June 21, 2016

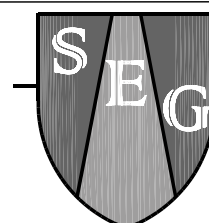


ROBERT W. BRYAN, RPLS
TEXAS REGISTRATION No. 5508



Case No. ZC#16011

ALTA/NSPS LAND TITLE SURVEY
OF
2.063 ACRES OF LAND
SITUATED IN, JACOB BACK SURVEY
ABSTRACT 126
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS



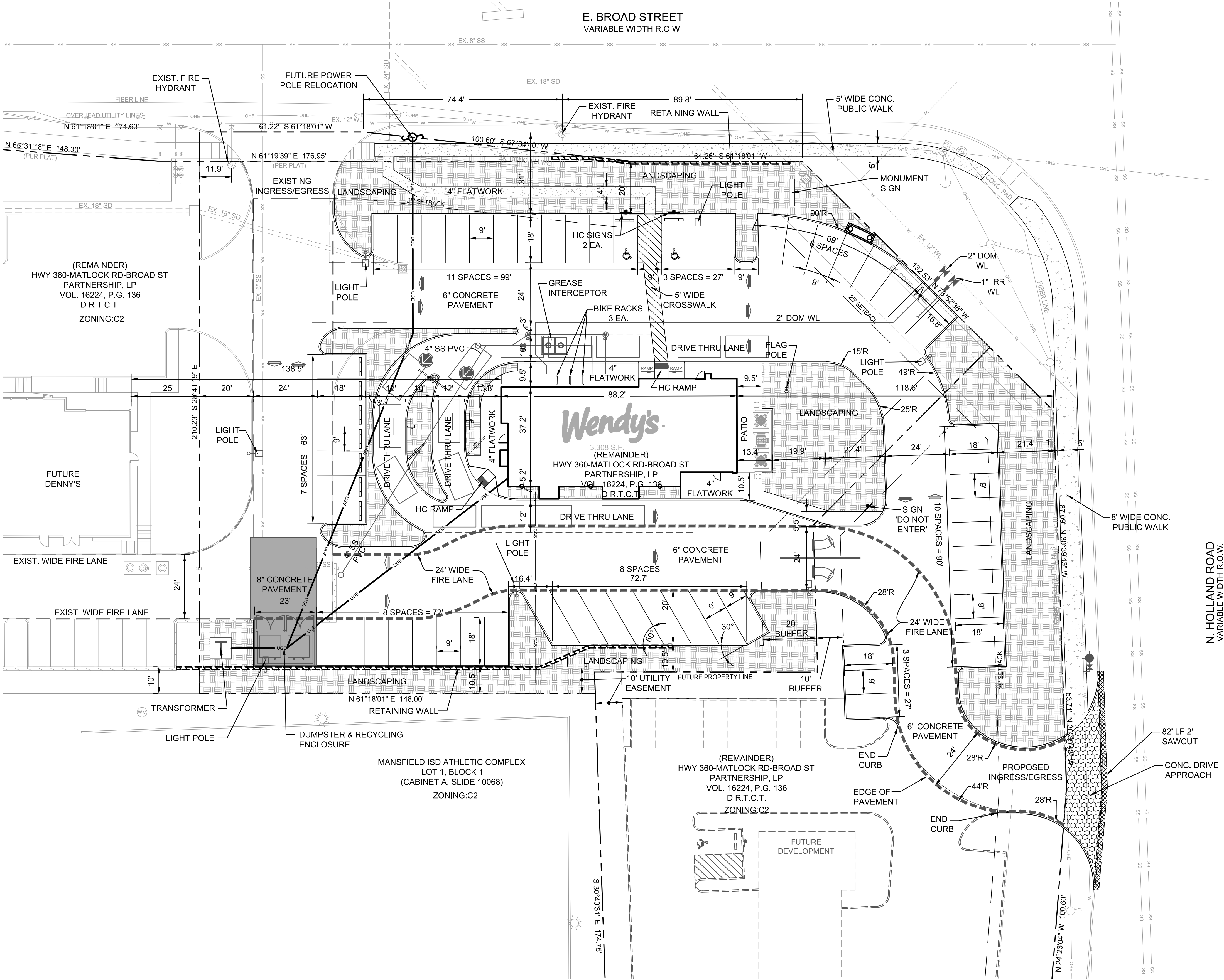
Shield Engineering
Group, PLLC
Civil Engineering & Land
Surveying
TBPE F-11039 TBPLS 10193890
1600 West 7th Street, Ste 200
Fort Worth, Texas 76102
817.810.0696

EXHIBIT A

DATE:
JUNE 2016

DRAWN: ARS
CHECKED: RWB

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L:\Jobs\2016080101 Mansfield Wendy's 2\OUT\GTY SUP SITE PLAN.dwg SUP SITE PLAN.dwg

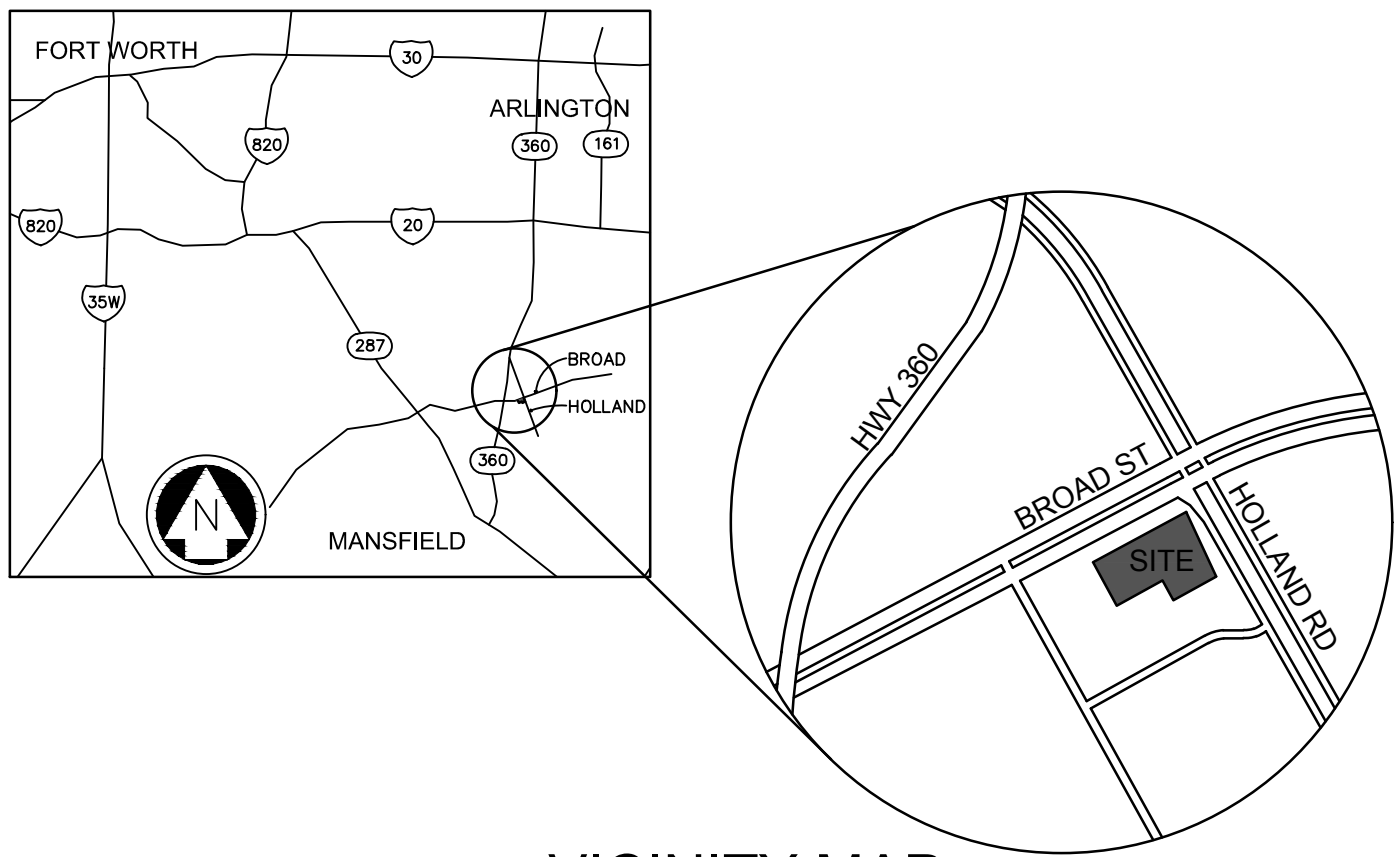
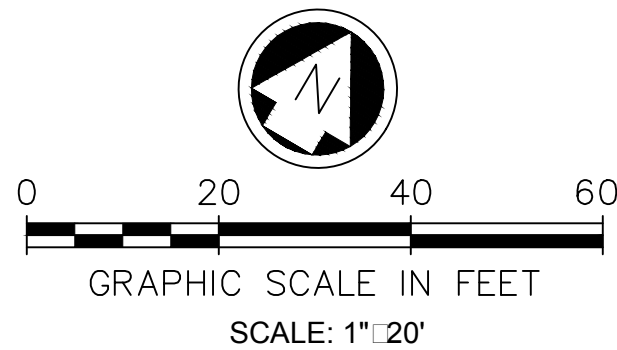


LEGEND

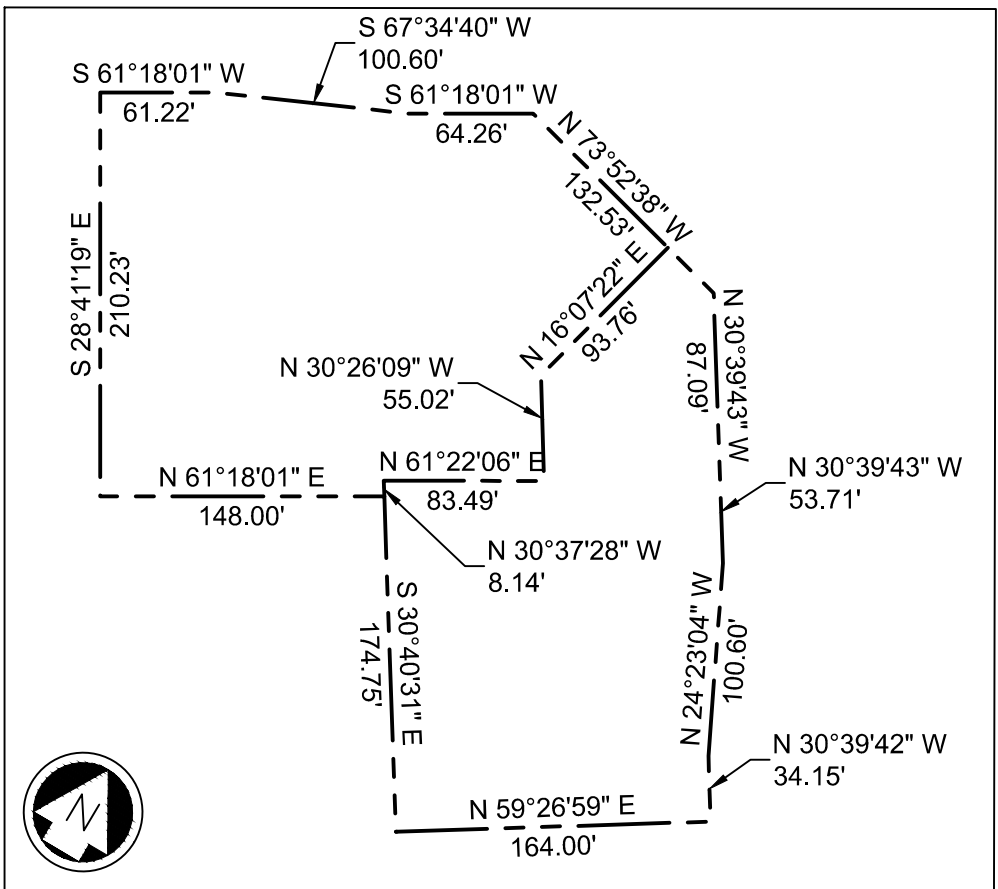
- BOUNDARY LINE / ROW EXIST
- BOUNDARY LINE / ROW PROP
- EASEMENT LINE
- 8" THICK PUBLIC CONCRETE
- COMMERCIAL DRIVE APPROACH
- CONCRETE PUBLIC WALK
- LANDSCAPED AREAS

- | | EXISTING | PROPOSED |
|---------------------|----------|-------------|
| DOMESTIC WATER LINE | W | DW 2" |
| WATER VALVE | | |
| FIRE HYDRANT | | |
| GAS LINE | GAS | GAS 2" |
| IRRIGATION CONDUITS | IRR | IRR |
| SANITARY SEWER LINE | SS | SS-1 4" PVC |

- | | EXISTING | PROPOSED |
|-------------------------|----------|--------------|
| SANITARY SEWER MANHOLE | SS | |
| SANITARY SEWER CLEANOUT | SS | |
| OVERHEAD ELECTRIC | OHE | UGE |
| UNDERGROUND ELECTRIC | UGE | F0 |
| UNDERGROUND FIBER OPTIC | FO | SD-1 12" PVC |
| STORM DRAIN LINE | 36" RCP | |



VICINITY MAP
N.T.S.



SCALE 1"=100'

SITE DATA	
LOT AREA	57,394 S.F.
BUILDING AREA	3,308 S.F.
BICYCLE RACKS	3
HANDICAP SPACES	2
1 SPACE PER 75 S.F. 3,308/75 = 44 RE.	
TOTAL PARKING SPACES	58

13 SPACES PROVIDED FOR THE FUTURE DEVELOPMENT TO THE SOUTH

OWNER:
JIM MOLL, DIRECTOR OF DEVELOPMENT
MUY HAMBERGER PARTNERS, LLC
17890 BLANCO RD, STE 401
SAN ANTONIO, TX 78232
PH: 214.673.8551
FAX: 210.853.0831

SITE PLAN

SPECIFIC USE PERMIT
LOT 2, BLOCK 2
JACOB BACK SURVEY
ABSTRACT N 126
CITY OF MANSFIELD
TARRANT COUNTY, TEXAS
1.101 ACRE LOT
A 000025, 2016

SITE NUMBER:	11883
BASE MODEL:	E2000
ASSET TYPE:	FRANCHISEE
CLASSIFICATION:	NEW BUILDING
OWNER:	MUY HAMBURGERS
BASE VERSION:	2016
UPGRADE CLASSIFICATION:	

PROJECT YEAR:	2016
FURNITURE PACKAGE:	2016
DESIGN BULLETINS:	

Shield Engineering Group, PLLC
Civil Engineering & Land Surveying
TYPE F-11039 TPLS 10193890
1600 West 7th Street
Suite 200
Fort Worth, Texas 76102
817.810.0696

MUY! HAMBURGERS
17890 BLANCO ROAD, #401
SAN ANTONIO, TEXAS 78232
PHONE: (210) 493-3505

Wendy's
#11883
3710 EAST BROAD STREET
MANSFIELD, TX

REV.	DATE	DESCRIPTION
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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:
JON M. KROCHLER 94247 8/25/16
Type or Print Name FE # Date

SHEET NAME
SITE PLAN
SHEET NUMBER

EXHIBIT B

CASE NO.: C#16011

PROJECT YEAR:	2016
FURNITURE PACKAGE:	2016
DESIGN BULLETINS:	

MUY! HAMBURGERS
17890 BLANCO ROAD, #401
SAN ANTONIO, TEXAS
78232
PHONE: (210) 493-3505

MATERIALS	ENTRY FAÇADE		FRONT FAÇADE		REAR FAÇADE		PJM FAÇADE	
TOTAL FAÇADE SF	1650 SF		912 SF		1007 SF		1673 SF	
DOORS & WINDOWS	257 SF		440 SF		271 SF		284 SF	
MATERIAL SUBTOTAL	1393 SF	100%	444 SF	100%	480 SF	100%	1384 SF	100%
MASONRY	181 SF	85%	126 SF	30%	681 SF	70%	1065 SF	77%
METAL	156 SF	11%	77 SF	16%	93 SF	10%	146 SF	10%
E.I.F.S.	56 SF	4%	231 SF	46%	191 SF	20%	187 SF	13%

MATERIALS	ENTRY	FRONT	REAR	PUW	SUM OF ELEVATIONS	
MATERIAL SUBTOTAL	1343 SF	444 SF	444 SF	1304 SF	1881 SF	100%
MASONRY	1181 SF	186 SF	687 SF	1065 SF	3430 SF	74%



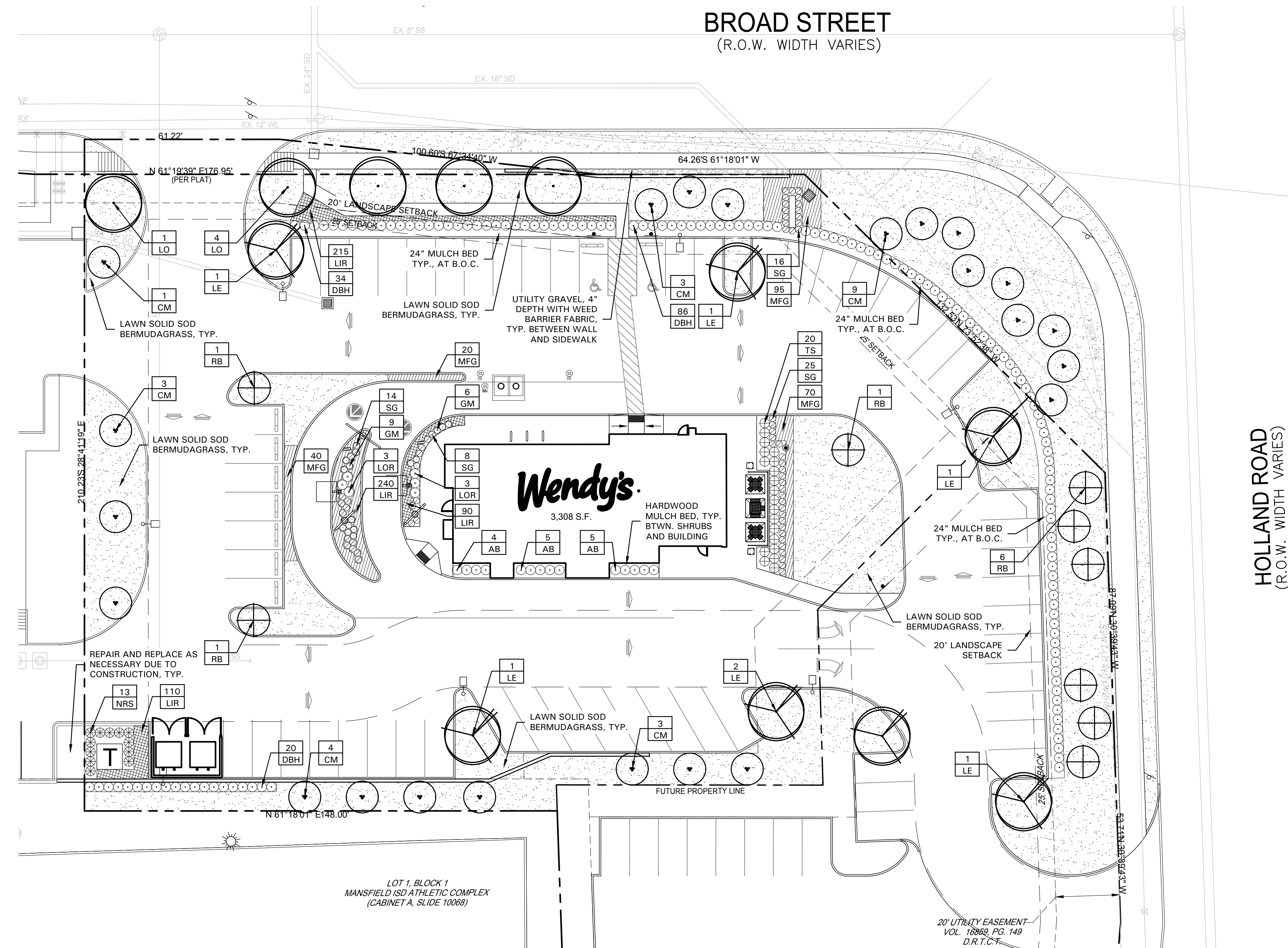
CASE NO. ZC #16.011

Wendy's
#11883
3710 EAST BROAD STREET
MANSFIELD, TX

REV.	DATE	DESCRIPTION
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ISSUE DATE		08/31/16
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EXHIBIT

C



PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CM	<i>Lagerstroemia indica</i> 'Tuscarora'	Crape Myrtle 'Tuscarora'	23	3" cal.	container grown, 3-5 trunk, min. 1" cal. Canes, no cross canes, 8' ht., 4' spread, matching
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	7	3.5" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	5	3.5" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	9	3" cal.	container grown, 8' ht. min, 4' spread min., matching
SHRUBS/GROUND COVER					
AB	<i>Abelia grandiflora</i> 'Edward Goucher'	Dwarf Abelia 'Edward Goucher'	14	5 gal.	container full, 20" ht., 36" o.c.
DBH	<i>Ilex cornuta</i> 'Burfordii Nana'	Dwarf Burford Holly	140	36" ht.	container full, 24" spread, 36" o.c.
GM	<i>Muhlenbergia capillaris</i>	Gulf Muhly	15	5 gal.	container full, 24" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	655	4" pots	container full top of container, 12" o.c.
LOR	<i>Loropetalum chinense</i> 'Purple Diamond'	Loropetalum 'Purple Diamond'	6	5 gal.	container full, 20" spread, 36" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	225	3 gal.	container full, 18" o.c.
NRS	<i>Ilex spp.</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	13	15 gal.	container full to base, 5' ht.
SG	<i>Salvia greggii</i> 'Red'	Salvia Greggii 'Red'	63	5 gal.	container full, 20" spread 24" o.c.
TS	<i>Leucophyllum frutescens</i> 'Green Cloud'	Texas Sage 'Green Cloud'	20	5 gal.	container full, 20" spread, 36" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

SUMMARY CHART - BUFFERYARDS/SETBACKS					
LOCATION OF BUFFERYARD OR SETBACK	REQUIRED / PROVIDED	LENGTH	BUFFERYARD OR SETBACK WIDTH/TYPE	TREES	SCREENING WALL/DEVICE HEIGHT & MATERIAL
North	Required	133'	20' SETBACK	3	N/A
	Provided		20' SETBACK	9**	
Northeast	Required	87'	20' SETBACK	2	N/A
	Provided		20' SETBACK	6***	
South	Required	341	BY10	7*	N/A
	Provided		BY10	7	
Southwest	Required	210	BY10	4*	N/A
	Provided		BY10	4	
Northwest	Required	226	20' SETBACK	6	N/A
	Provided		20' SETBACK	8****	
*TREE PLANTINGS REDUCED BY 50% FOR C-2 ADJACENCY					
**NINE UNDERSTORY IN PLACE OF 3 CANOPY FOR OVERHEAD UTILITIES					
***SIX UNDERSTORY IN PLACE OF 2 CANOPY FOR OVERHEAD UTILITIES					
****THREE UNDERSTORY IN PLACE OF 1 CANOPY					

SUMMARY CHART - INTERIOR LANDSCAPE			
	LOT SIZE	LANDSCAPE AREA (in sq. ft.)	% OF LANDSCAPE
Required	57,533	5,753	10%
Provided		19,650	34%
Other comments:			

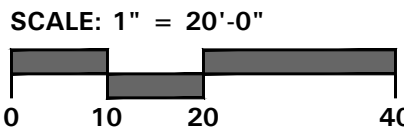
SUMMARY CHART - PARKING LOT PERIMETER/ INTERNAL LANDSCAPE	
Total Parking Spaces	58
58/10 = 6 Required Trees	9 Trees Provided
# of Tree Islands Provided	9 Islands Provided
No more than 15 continuous spaces without tree island	
All parking lot areas shall be screened from view of public streets	
End caps include tree	

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office

SITE NUMBER:	11883
BASE MODEL:	E2000
ASSET TYPE:	FRANCHISEE
CLASSIFICATION:	NEW BUILDING
OWNER:	MUYI HAMBURGER
BASE VERSION:	2016
UPGRADE CLASSIFICATION:	

PROJECT YEAR:	2016
FURNITURE PACKAGE:	2016
DESIGN BULLETINS:	

linear!
Marc Brundige,
Architect
8951 Cypress Waters Blvd., Suite 130
Dallas, TX 75019
Phone: 972.929.9226
Fax: 972.929.9061

MUYI HAMBURGERS
17890 BLANCO ROAD, #401
SAN ANTONIO, TEXAS 78232
PHONE: (210) 493-3505

Wendy's
#11883
3710 EAST BROAD STREET
MANSFIELD, TX

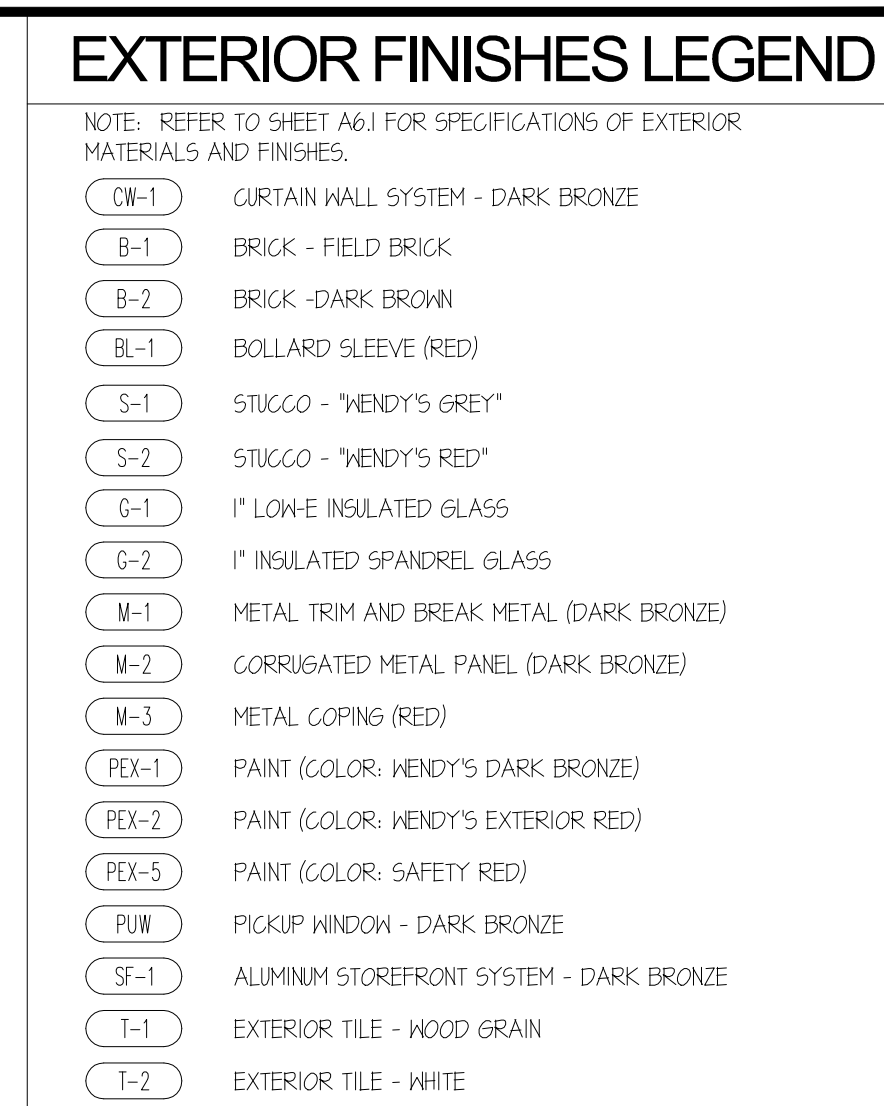
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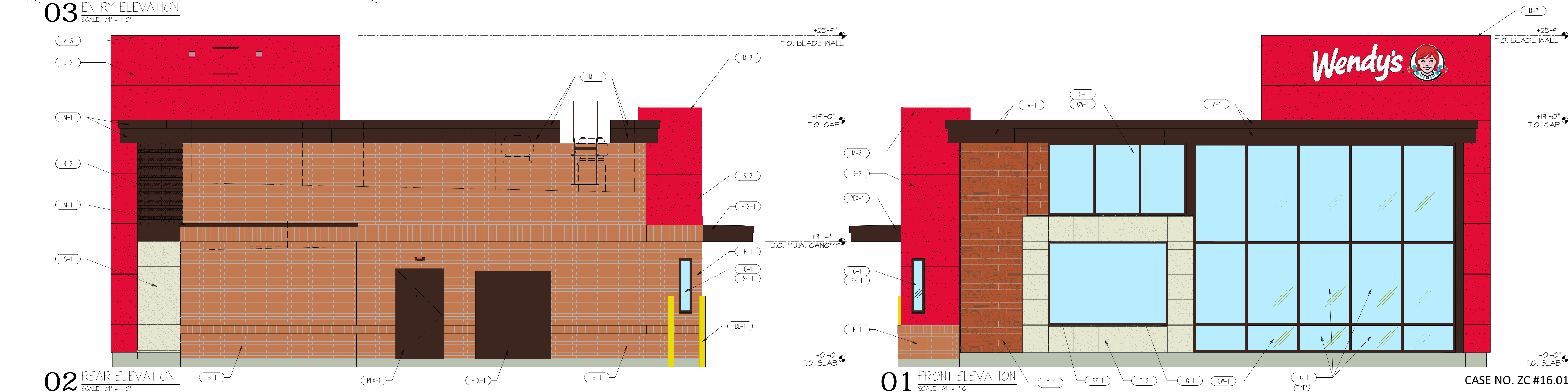
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SITE NUMBER:	11883
BASE MODEL:	E2000
ASSET TYPE:	FRANCHISEE
CLASSIFICATION:	NEW BUILDING
OWNER:	MUY HAMBURGER
BASE VERSION:	2016
UPGRADE CLASSIFICATION:	
PROJECT YEAR:	2016
FURNITURE PACKAGE:	2016
DESIGN BULLETINS:	

linear!
Marc Brundige,
Architect
8951 Cypress Waters Blvd., Suite 130
Dallas, TX 75019
Phone: 972.929.9226
Fax: 972.929.9061

MUY! HAMBURGERS
17890 BLANCO ROAD, #401
SAN ANTONIO, TEXAS
78232
PHONE: (210) 493-3505



Wendy's®
#11883
3710 EAST BROAD STREET
MANSFIELD, TX

REV.	DATE	DESCRIPTION
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ISSUE DATE 08/31/16		
PROJECT NUMBER		
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SHEET NAME

EXTERIOR
ELEVATIONS

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PROJECT YEAR:	2016
FURNITURE PACKAGE:	2016
DESIGN BULLETINS:	

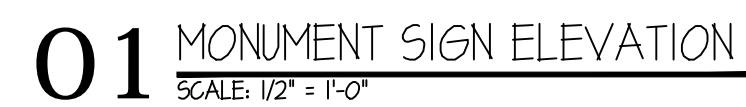
MUY! HAMBURGERS
17890 BLANCO ROAD, #401
SAN ANTONIO, TEXAS
78232
PHONE: (210) 493-3505

REV.	DATE	DESCRIPTION
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ISSUE DATE		08/31/16
PROJECT NUMBER		
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02 MONUMENT SIGN SECTION



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CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-1932

Agenda Date: 9/26/2016

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone for Commercial-Industrial Tax Abatement, to be Known as Reinvestment Zone No. 42; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; Providing a Cumulative Clause; and Providing for an Effective Date

Requested Action

Consider Ordinance to create a Reinvestment Zone in order to grant a Tax Abatement for AMC Warehouse

Recommendation

Approve First Reading of an ordinance to create the reinvestment zone

Description/History

Staff has been working with AMC Warehouse to construct 450,000 square feet of refrigerated and frozen warehouse space in phases. One of the commitments from the City of Mansfield is to grant a 50% 10 year tax abatement. Johnson County has also agreed to provide a 50% 10-year tax abatement. In order to grant a n abatement, a reinvestment zone must be created by ordinance.

Justification

N/A

Funding Source

N/A

Prepared By

Scott Welmaker, MEDC

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT, TO BE KNOWN AS REINVESTMENT ZONE NO. 42; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mansfield, Texas (hereinafter referred to as the "City") desires to promote the development or redevelopment of a certain contiguous geographic area within the City of Mansfield, Texas, by the creation of a reinvestment zone for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, a public hearing before the City Council of the City of Mansfield, Texas, was scheduled and held at _____ p.m. on _____, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and

WHEREAS, the City Council of the City of Mansfield, Texas, held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed Reinvestment Zone No. 42; and

WHEREAS, the City at such public hearing invited any interested person to appear and speak for or against the creation of Reinvestment Zone No. 42, the boundaries of the zone, whether all or part of the territory should be included in such proposed zone, and the concept of tax abatement.

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

SECTION 1.

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

SECTION 2.

The City, after conducting the public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of Reinvestment Zone No. 42 has been properly called, held and conducted, and that notice of such hearing has been published as required by law and mailed to all property taxing units overlapping the territory inside the proposed Reinvestment Zone No. 42; and
- (b) That the boundaries of Reinvestment Zone No. 42 should be the area as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That creation of Reinvestment Zone No. 42 will result in benefits to the City and to the land included within the zone, and the improvements sought are feasible and practical; and
- (d) That Reinvestment Zone No. 42 meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and
- (e) That Reinvestment Zone No. 42 as described an/or depicted in Exhibit A meets the criteria for the creation of a reinvestment zone as set forth in the City of Mansfield Policy Statement for Tax Abatement (2016); and
- (f) That the improvements proposed for the Reinvestment Zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of any tax abatement agreement.

SECTION 3.

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the City hereby creates a tax abatement reinvestment zone for commercial-industrial tax abatement encompassing only the area described and/or depicted in Exhibit A, and such zone is hereby designated, and for identification shall be known as “Reinvestment Zone No. 42”.

SECTION 4.

Reinvestment Zone No. 42 shall take effect immediately upon passage of this ordinance. Reinvestment Zone No. 42 is effective for five (5) years and may be renewed for periods not to exceed five (5) years.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

This Ordinance shall take effect immediately from and after its passage and approval, and it is so ordained.

PASSED AND APPROVED ON FIRST READING this ____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

PASSED AND APPROVED ON SECOND READING this ____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

DULY PASSED ON THE THIRD AND FINAL READING this ____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

EFFECTIVE:_____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit A

Legal Description
Reinvestment Zone No. _____
City of Mansfield, Texas



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2008

Agenda Date: 9/26/2016

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Request to Amend The Reserve Planned Development District by Extending the South Pointe Expansion Subdistrict of The Reserve PD to Include Approximately 61.7 Acres Generally Located Between S. Matlock Road and SH 360 and South of Harmon Road; Jabez Development LP (ZC#16-010)

Requested Action

To consider the subject request.

Recommendation

The Planning and Zoning Commission held a public hearing on August 15, 2016 and voted 6-0 to recommend approval. Commissioner Polozola was absent.

Description/History

First Reading

The Reserve Planned Development contains seven Subdistricts. One of them is named "South Pointe Expansion Subdistrict" assigned to an area immediate north of South Pointe. The development regulations in the South Pointe Expansion Subdistrict follow the same regulations for single-family homes in South Pointe. A subdivision named "The View at The Reserve" has been approved in this area under such regulations and the approval process of The Reserve. The only distinction is that the South Point Expansion Subdistrict is created by the City not by the developer of South Pointe and a new subdivision will not fall within the private deed restrictions of South Pointe.

The subject property is currently zoned PR, Pre-Development and C-2, Community Business District. It is contiguous to the eastern boundary of South Pointe along S. Matlock Road (see attached map).

The applicant has proposed to develop the subject property for single-family homes under the same regulations of South Pointe. Consequently, he is requesting that the property become part of the South Pointe Expansion Subdistrict of The Reserve PD.

Second Reading

The applicant has requested tabling (see attached letter) his zoning request to October 10, 2016, in order to get answers to Council's questions.

Prepared By

Felix Wong, Director of Planning
817-276-4228

ORDINANCE NO. _____

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

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of South Pointe Expansion Subdistrict of The Reserve Planned Development District; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the requirements of the aforementioned South Pointe Expansion Subdistrict as shown in Exhibit "B" attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

This ordinance shall take effect immediately from and after its passage 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 _____, 2016.

Second reading approved on the _____ day of _____, 2016.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2016.

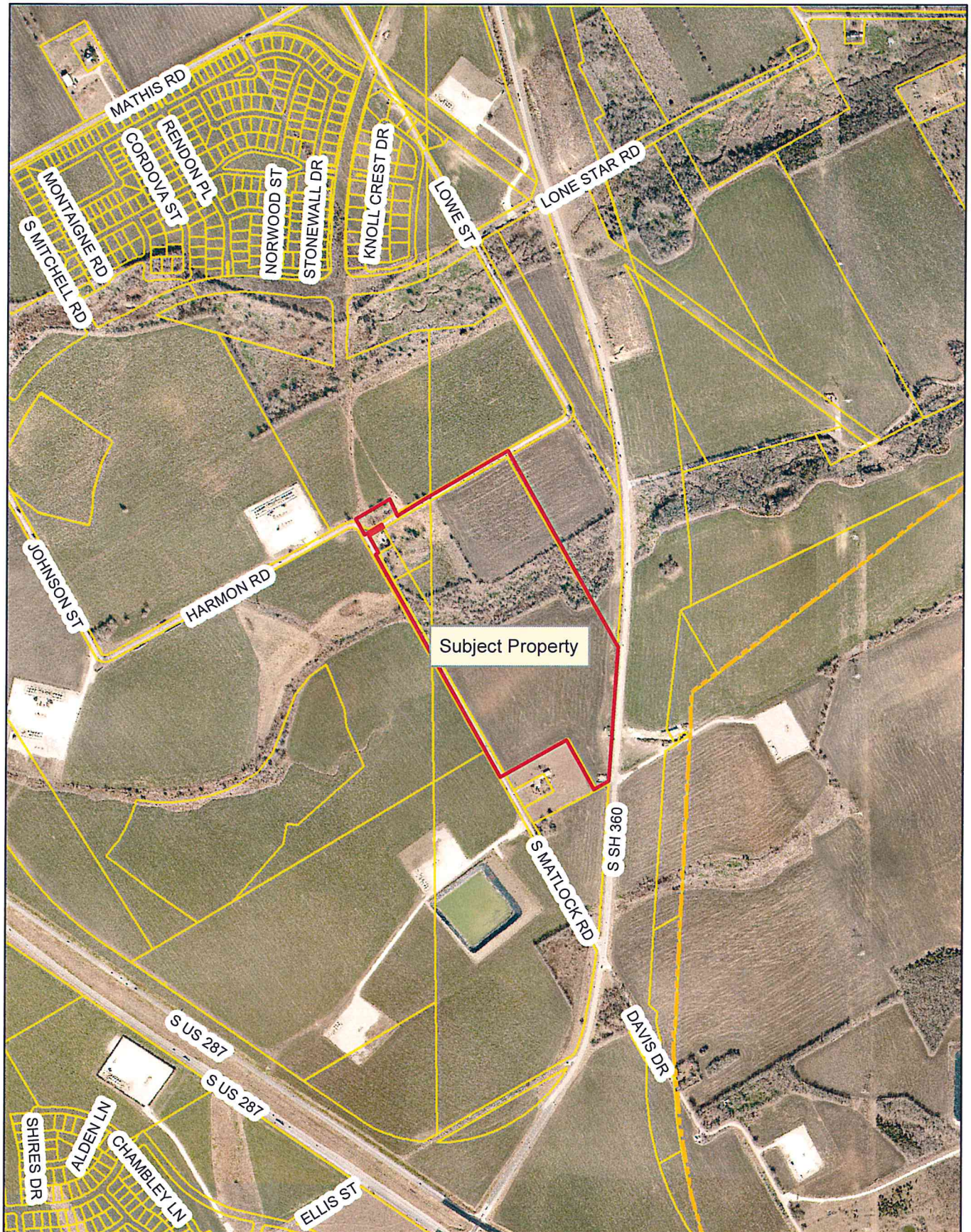
David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

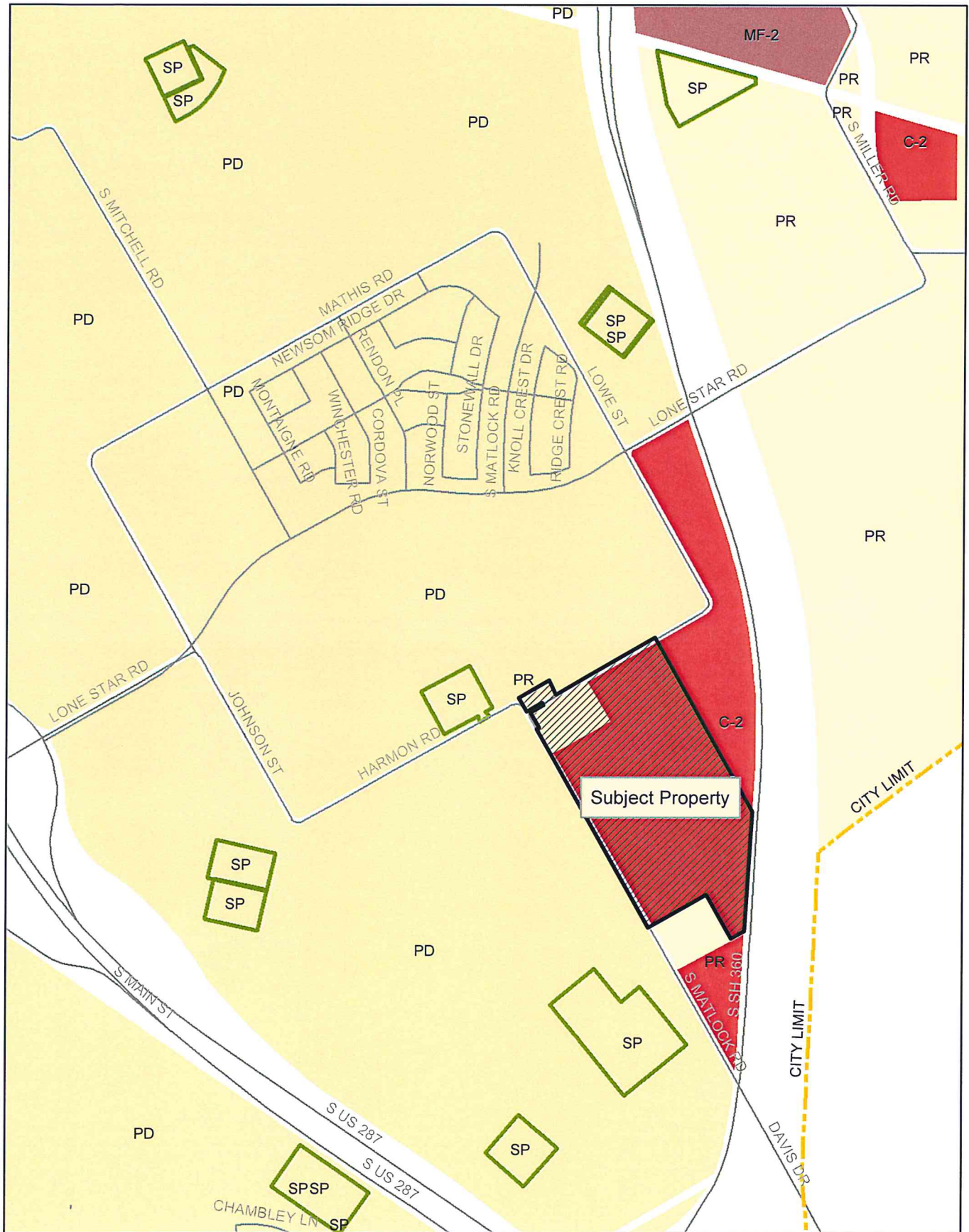
Allen Taylor, City Attorney



This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

ZC# 16-010

07/20/2016



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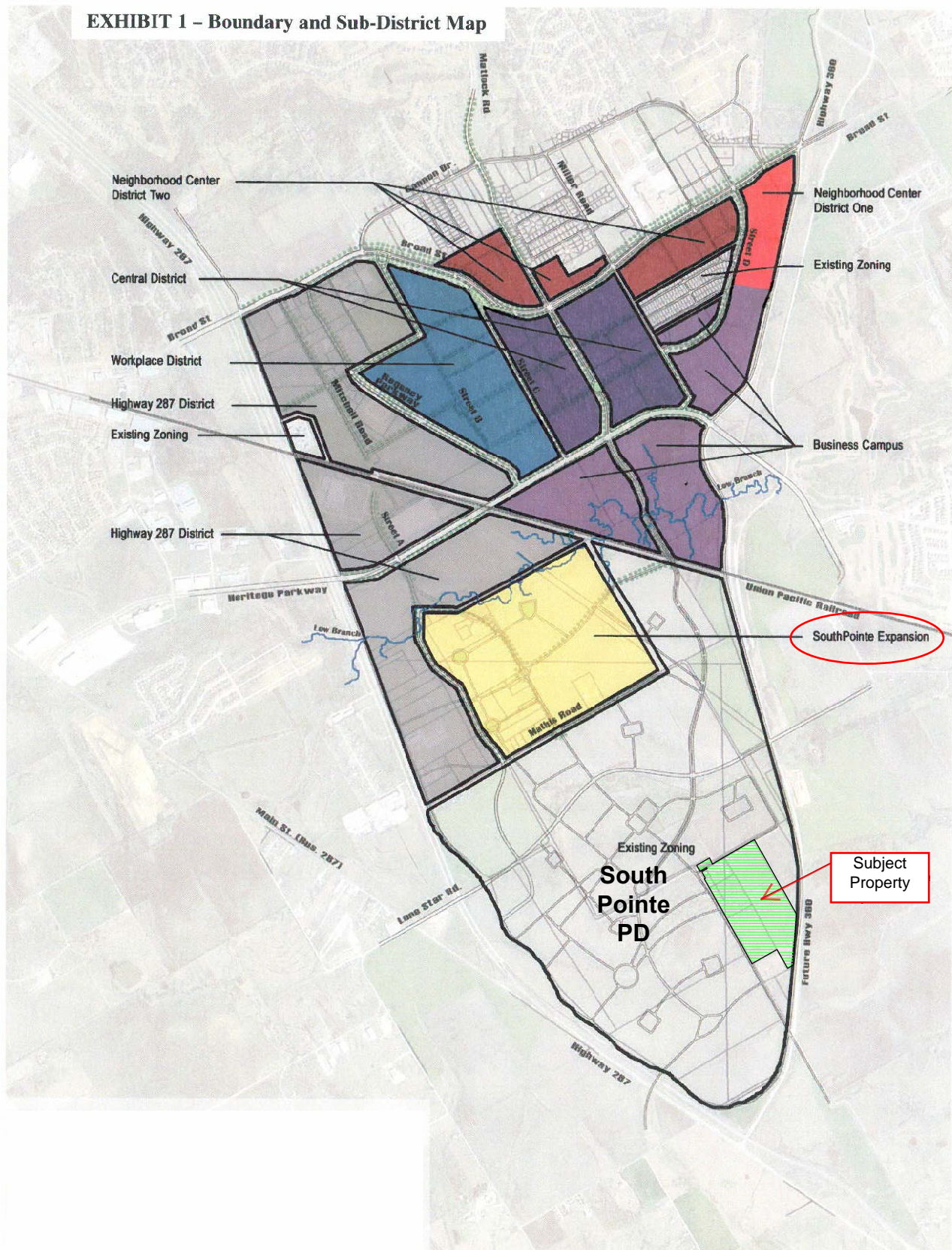
ZC# 16-010

07/20/2016

Property Owner Notification for ZC# 16-010

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
1102 C VERA 8.5 ACRES		RUBY 07 SPMTGE LLC	6723 WEAVER RD	ROCKFORD, IL	61108
1102 C VERA,616 J LAWRENCE,135 S M BLAIR		TEXAS MIDSTREAM GAS SERVICES L	PO BOX 18162	OKLAHOMA CITY, OK	73118
135 616 S M BLAIR J LAWRENCE6.54 ACRES		AULD ROBERT M ETAL	5708 GEORGIAN CT	HALTOM CITY, TX	76117
135 S M BLAIR 67.028 ACRES		RUBY 07 SPMTGE LLC	6723 WEAVER RD	ROCKFORD, IL	61108
135 S M BLAIR;616 J LAWRENCE 1.0 ACRES		SWOFFORD ROGER D & LINDA D	2055 DAVIS DR	MIDLOTHIAN, TX	76065
135 S M BLAIR;616 J LAWRENCE 4.26 ACRES		SWOFFORD ROGER D & LINDA D	2055 DAVIS DR	MIDLOTHIAN, TX	76065
616 J LAWRENCE 14.4 ACRES		SUNBELT LAND INVESTMENTS LTD	2904 HIGHWAY 121	BEDFORD, TX	76021
935 L RUSSELL 38.5 ACRES		RUBY 07 SPMTGE LLC	6723 WEAVER RD	ROCKFORD, IL	61108
C VELA	TR 10	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
C VELA	TR 10B	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
C VELA	TR 10PT	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
C VELA	TR 10PT	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
C VELA	TR 10PT	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
C VELA	TR 9	RUBY 07 SPMTGE LLC	6723 WEAVER RD STE 108	ROCKFORD, IL	61114-8021
HARMON ADDITION	BLK 1	TEXAS MIDSTREAM GAS SERVICES L	P O BOX 18355	OKLAHOMA CITY, OK	73154-0355
L RUSSELL	TR 1	RUBY 07 SPMTGE LLC	6723 WEAVER RD STE 108	ROCKFORD, IL	61114-8021

An addition to South Pointe Expansion



**EXHIBIT A
LEGAL DESCRIPTION OF 61.703 ACRES**

All that certain lot, tract, or parcel of land, situated in a portion of the Joseph Lawrence Survey, Abstract No. 616, the Cresanto Vela Survey, Abstract No. 1102, and the Seth M. Blair Survey, Abstract No. 135, Ellis County, Texas, and the Cresanto Vela Survey, Abstract No. 851, Johnson County, Texas, being all of those certain called 33.83 acre Tract 1, Lot 1, Block 1 of Harmon Addition recorded in Volume 8, Page 868 of the Plat Records of Johnson County, Texas (PRJCT) as Tract 2, called 12.33 acre Tract 3, called 0.705 acre Tract 4, called 13.48 acre Tract 5, called 0.89 acre Tract 6 described in a deed from Mockingbird Midstream Gas Services, LLC to Texas Midstream Gas Services, LLC recorded in Volume 2679, Page 1026 of the Deed Records of Ellis County, Texas (DIRECT) and a deed from Trike Investors, LP to Texas Midstream Gas Services, LLC recorded in Volume 4310, Page 1 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to-wit:

BEGINNING at a spike found for the most southerly corner of said Tract 3, the most westerly corner of a called 5.258 acre tract described in a deed to Roger D. Swofford, et al recorded in Volume 2612, Page 1329 (DIRECT), and being in the East line of a called 873.29 acre tract described in a deed to RUBY-07-SPMTGE, LLC recorded in Volume 2659, Page 1193 (DIRECT), said point being in Davis Drive (County Road No. 516)

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest lines of said Tracts 3, 4, and 5 and an East line of said 873.29 acre tract, a distance of 1915.82 feet to a 1/2" iron rod found for the most westerly corner of said Tract 4;

THENCE North 59 deg. 32 min. 30 sec. East departing the East line of said 873.29 acre tract and continue along the Northwest line of said Tract 4, a distance of 25.00 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most southerly corner of said Lot 1, Block 1 of Harmon Addition, from which a 1/2" iron rod found for reference bears North 59 deg. 32 min. 30 sec. East - 4.97 feet ;

THENCE North 29 deg. 27 min. 30 sec. West departing the Northwest line of said Tract 4 and continue along the Southwest line of said Lot 1, Block 1, a distance of 145.47 feet to a 1/2" capped iron rod found stamped "GEODATA" for the most westerly corner of said Lot 1, Block 1;

THENCE North 59 deg. 32 min. 30 sec. East along the Northwest line of said Lot 1, Block 1, a distance of 123.71 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most northerly corner of same and being in the Southwest line of said Tract 5, from which a 1/2" iron rod found for reference bears South 28 deg. 44 min. 08 sec. West - 4.97 feet;

THENCE North 28 deg. 44 min. 08 sec. West along the Southwest line of said Tract 5, a distance of 25.01 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the most northerly Northwest corner of same, being in the Southeast line of said Tract 6, and being in the centerline of Harmon Road;

THENCE South 59 deg. 32 min. 30 sec. West along the Southeast line of said Tract 6 and the centerline of Harmon Road, a distance of 149.03 feet to a Railroad spike found for the most southerly corner of said Tract 6, in the East line of said 873.29 acre tract, and being at the intersection of Harmon Road and Davis Drive;

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said Tract 6 and the East line of said 873.29 acre tract, a distance of 133.48 feet to a 1/2" iron rod found for the most westerly corner of said Tract 6 and an ell corner of said 873.29 acre tract;

THENCE North 59 deg. 32 min. 30 sec. East along the Northwest line of said Tract 6 and a Southeast line of said 873.29 acre tract, a distance of 294.09 feet to a 1/2" iron rod found for the most northerly corner of said Tract 6 and an ell corner of said 873.29 acre tract;

THENCE South 25 deg. 03 min. 37 sec. East along the Northeast line of said Tract 6 and a Southeast line of said 873.29 acre tract, a distance of 136.81 feet to a 5/8" iron rod found for the most easterly corner of said Tract 6, an ell corner of said 873.29 acre tract, and being in the Northwest line of said Tract 5, said point being in the centerline of Harmon Road;

THENCE North 58 deg. 58 min. 53 sec. East along the Northwest line of said Tract 5, the Southeast line of said 873.29 acre tract, and with the centerline of Harmon Road, a distance of 281.15 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the most northerly corner of said Tract 5 and the most westerly corner of said Tract 1, from which a 1-3/4" iron pipe found for reference bears South 29 deg. 27 min. 30 sec. East - 17.01 feet;

THENCE North 59 deg. 52 min. 10 sec. East along the Northwest line of said Tract 1, the Southeast line of said 873.29 acre tract, and with the centerline of Harmon Road, a distance of 677.46 feet to P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the most northerly corner of said Tract 1 and the most westerly corner of a called 15.21 acre tract described in a deed to Sunbelt Land Investments/360, Ltd. recorded in Volume 2746, Page 1136 (DRECT);

THENCE South 29 deg. 26 min. 42 sec. East departing the Southeast line of said 873.29 acre tract and continue along the Northeast line of said Tract 1 and the Southwest line of said 15.21 acre tract, at 16.50 feet pass a 1-3/4" iron pipe found for reference, and continue a total distance of 1682.90 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most easterly corner of said Tract 1, the most southerly corner of said 15.21 acre tract, and being in the West right-of-way line of State Highway No. 360, from which a TXDOT brass monument bears North 03 deg. 39 min. 08 sec. East - 348.28 feet and a 1/2" iron rod found "bent" bears North 60 deg. 50 min. 53 sec. East - 0.78 feet;

THENCE South 03 deg. 39 min. 08 sec. West along the East line of said Tract 1 and said West right-of-way line, a distance of 1007.86 feet to a 1/2" iron rod found "bent" for the Southeast corner of said Tract 1;

THENCE South 59 deg. 42 min. 39 sec. West departing said West right-of-way line and continue along the South line of said Tract 1, a distance of 126.49 feet to a 1/2" iron rod found for the most southerly corner of said Tract 1 and the most easterly corner of said 5.258 acre tract;
THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said Tract 1 and the Northeast line of said 5.258 acre tract, a distance of 424.83 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most northerly corner of said 5.258 acre tract, the most easterly corner of said Tract 3, from which a 1/2" iron rod found "bent" bears North 04 deg. 10 min. 40 sec. East - 0.69 feet;

THENCE South 60 deg. 32 min. 31 sec. West departing the Southwest line of said Tract 1 and continue along the Southeast line of said Tract 3, and the Northwest line of said 5.258 acre tract, a distance of 564.60 feet to the POINT OF BEGINNING, containing 2,687,789 square feet or 61.703 acres of land, more or less.



G. SOUTH POINTE EXPANSION SUB-DISTRICT

1.1 Regulation of Sub-District – South Pointe is a master planned community in the southern portion of The Reserve. As there has been a Planned Development District approved by City Ordinance No. 1518, all applicable regulations contained within the South Pointe Planned Development District Standards for Residential Villages shall apply to properties in the South Pointe Expansion Sub-District, including but not limited to, the following:

- Residential Product Types
- Permitted Uses
- Bulk Standards
- General Urban Design Standards
- Distribution of Open Space (at a rate of 1.33 acres for each one hundred (100) dwelling units)
- Street Types
- Landscaping and Screening
- Fences
- Buffering

1.2 Approval of Development – Properties in the South Pointe Expansion Sub-District shall not be part of or included in the South Pointe Covenants, Conditions and Restrictions and shall not be subject to the review of the South Pointe Architectural Review Committee. Approval of development in the South Pointe Expansion Sub-District shall comply with the same development approval process established for The Reserve Planned Development Sub-Districts.

1.3 Required Documents for Development – Prior to development in the South Pointe Expansion Sub-District, the developer shall provide the following documents as part of the development approval process:

- Village Plan
- Circulation Plan
- Open Space Plan
- Phasing Plan

1.4 Maximum Gross Density – The maximum gross density in the South Pointe Expansion Sub-District shall be four (4) dwelling units per acre.

1.5 Public Utilities – All public utilities in South Pointe Expansion must be installed in accordance with the City of Mansfield Zoning and Subdivision Ordinances, and any future amendment thereof.

September 20, 2016

Mr. Felix Wong
Director of Planning
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

RE: Mill Valley Zoning Case (SouthPointe Expansion Expansion)

Dear Mr. Wong:

As a representative of Jabez Development I would like to request our zoning case for 61.7 acres be tabled until the October 10 hearing to allow us to provide the information that City Council members requested in our initial hearing. Please acknowledge receipt of this request and the fact that we have been tabled in our request. We sincerely appreciate staff assistance on this project.

Best wishes:



D. Matthew Goodwin, P.E.

DMG/jc