



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, January 9, 2017

5:00 PM

Council Chambers

REVISED AGENDA 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 the Sales Contract for the Farr Best Theatre

Seek Advice of City Attorney Regarding Zoning Case #16-001

Seek Advice of City Attorney Regarding Special Event Applications

Seek Advice of City Attorney Regarding Development on Corner of Broad Street and Cannon Drive

Seek Advice of City Attorney Regarding a Marquee Sign for the Shops at Broad at the Intersection of US HWY 287 and E. Broad Street

Seek Advice of City Attorney Regarding Proposed Development on W. Broad Street

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

Deliberate the Purchase, Exchange, Lease or Value of Easements and Real Property for the Pond Branch Linear Trail Project

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

Project #16-18 - Business Prospect Briefing

Project #17-01 - Briefing

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. 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.

9. COUNCIL ANNOUNCEMENTS

10. 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

Winter Walk Update - Ann Beck

Quarterly Reports - Mansfield Economic Development Corporation, Mansfield Park Facilities Development Corporation, Planning and Zoning Commission, Public Works, Code Enforcement, Development Services, Communications and Marketing, Library

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

12. **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

[16-2121](#)

Ordinance - Third and Final Reading of an Ordinance Granting an Ingress-Egress and Access Easement In, Upon, and Across City Owned Property at 1004 Magnolia Street in the City of Mansfield, Tarrant County, Texas; Authorizing the City Manager to Execute the Easement Document; Providing a Severability Clause; and Providing an Effective Date

Sponsors: Shelly Lanners and Matt Young

Attachments: [Ordinance - Easement MISD Magnolia](#)

[Exhibit - Ingress-Egress and Access Easement](#)

[16-2128](#)

Resolution - A Resolution for Authorization of Funding in an Amount not to Exceed \$140,000.00 and Approval of a Contract with Dunaway Associates, L.P. for Design Services for the Magnolia Street Project (Street Bond Fund).

Sponsors: Joe Smolinski and Bart VanAmburgh

Attachments: [Resolution - Award Dunaway](#)

[16-2148](#)

Resolution - A Resolution Authorizing the City of Mansfield to Enter an Interlocal Agreement with Tarrant County for the Reconstruction of E. Kimball Street From Main Street to the Dead End and Construct a Temporary Roadway that will Connect the Public Parking Lot to E. Kimball Street for a Cost Not to Exceed \$60,000.00 (Downtown TIRZ and Street Maintenance Fund)

Sponsors: Joe Smolinski and Bart VanAmburgh

Attachments: [Resolution](#)

[Tarrant County Interlocal Agreement](#)

[16-2150](#)

Resolution - A Resolution Authorizing the City of Mansfield, Texas to Enter into a Chapter 380 Agreement with Bloomfield Homes, L.P. for the Purpose of Promoting Economic Development within the City of Mansfield, Texas; and Approving Other Matters Related Thereto

Sponsors: Peter Phillis

Attachments: [Resolution](#)
[Chapter 380 Agreement](#)

[16-2151](#) Minutes - Approval of the December 12, 2016 - 6:00 p.m. Regular City Council Meeting Minutes

Sponsors: Shelly Lanners and Jeanne Heard

Attachments: [12-12-16 6pm DRAFT Meeting Minutes](#)

[16-2152](#) Minutes - Approval of the December 12, 2016 - 7:00 p.m. Regular City Council Meeting Minutes

Sponsors: Shelly Lanners and Jeanne Heard

Attachments: [12-12-16 7pm DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

13. OLD BUSINESS

[16-2115](#) Ordinance - Third and Final Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to Planned Development for Office/Retail Uses on Approximately 3.95 Acres Located at 1209 N Day Miar Road; HCC Contracting, Inc (ZC#16-013)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Ordinance](#)

[Maps & Supporting Info.](#)

[Exhibit A](#)

[Exhibits B - D](#)

14. PUBLIC HEARING

[16-2142](#) Public Hearing and Consideration of a Request for an Alternate Location for a Roof-Mounted Solar Panel System Under Section 7800.B.37.H of the Zoning Ordinance to Allow Solar Panels on the Front Roof Slope of the House Facing a Public Street at 405 Forestridge Drive; Steve Owusu-Ansah (SP#17-001)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Maps and Supporting Information](#)

[Letter from Applicant](#)

15. PUBLIC HEARING AND FIRST READING

[16-2146](#) Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre Development to PD, Planned Development for Office, Retail and Service Uses on Approximately 3.296 Acres Generally Located South of Mansfield-Webb Road and approximately 470 feet West of the City Limits; Mansfield-Webb, LLC (ZC#16-016)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Ordinance](#)

[Maps & Supporting Information](#)

[Exhibit A](#)

[Exhibits B-D](#)

[16-2149](#)

Ordinance - Public Hearing and First Reading of an Ordinance Changing the Speed Limit on US Highway 287 between Lone Star Road and South City Limits to a Regulatory Construction Speed of 55 MPH

Sponsors: Joe Smolinski and Bart VanAmburgh

Attachments: [Ordinance](#)

[TxDOT Request](#)

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

[16-2125](#)

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to I-1, Light Industrial District on Approximately 14.5 Acres Generally Located West of S. 7th Avenue and North of Hanks Drive; Mansfield Economic Development Corporation (ZC#16-021)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Ordinance](#)

[Maps & Supporting Info.](#)

[Exhibit A](#)

[16-2138](#)

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to PD, Planned Development for Single Family Residential Use on Approximately 15.46 Acres Generally Located About 1,300' South of the Southeast Corner of N. Matlock Road and E. Debbie Lane; Skorburg Company (ZC#16-017)

Sponsors: Joe Smolinski and Felix Wong

Attachments: [Ordinance](#)

[Exhibit A](#)

[Maps & Supporting Info.](#)

[Letters of Support](#)

[Development Plan Exhibits B- D](#)

[Email from Tommy Reilly](#)

17. **NEW BUSINESS**

[16-2131](#)

Ordinance - First Reading of an Ordinance Amending the PCS Site Lease Agreement and First Amendment to PCS Site Lease Agreement for the City-Owned Property at James McKnight Park East in the City of Mansfield, Tarrant County, Texas; Authorizing the City Manager to

Execute the Easement Document; Providing a Severability Clause; and Providing an Effective Date

Sponsors: Shelly Lanners and Matt Young

Attachments: [Ordinance](#)

[Exhibit A](#)

[16-2145](#)

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 Midwest Property, LLC and Authorizing Its Execution by the President of the MEDC;and Providing an Effective Date

Attachments: [Resolution - Midwest Property, LLC](#)

[Midwest Property Eco Dev](#)

18. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 9, 2017 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, January 6, 2017 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

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

STAFF REPORT

File Number: 16-2121

Agenda Date: 1/9/2017

Version: 3

Status: Third and Final Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Third and Final Reading of an Ordinance Granting an Ingress-Egress and Access Easement In, Upon, and Across City Owned Property at 1004 Magnolia Street in the City of Mansfield, Tarrant County, Texas; Authorizing the City Manager to Execute the Easement Document; Providing a Severability Clause; and Providing an Effective Date

Requested Action

Consider approving ordinance

Recommendation

Approve ordinance

Description/History

The property located at 1004 Magnolia Street was originally built to serve as a field operations service center for the Water Utilities Department. Upon their move to the Chris Burkett Service Center, the Parks and Recreation Department converted the facility into a service center for the park operations division. In 2015, the Mansfield Independent School District (MISD) approached the City about the possibility of acquiring a portion of the property for expanded parking at R.L. Anderson Stadium. After research and evaluation, it was determined that the property could be sub-divided with the service center remaining intact and active if a portion of the property were to be sold.

On August 22, 2016, the City Council approved an ordinance approving a contract of sale with MISD. While the portion of real property sold to MISD is adjacent to existing MISD property, the City has determined that the transaction further requires an ingress-egress and access easement be granted in order to provide access from Magnolia Street to the MISD property located at 1004 Magnolia Street. A copy of the easement instrument is attached as Exhibit A.

Justification

There is no grant of access from the Mansfield Independent School District's property to a public road, and the City has determined that there is a need for the ingress-egress and access easement in, upon, and across City owned property at 1004 Magnolia Street.

Funding Source

N/A

Prepared By

Matt Young, Director of Parks and Recreation

Matt.Young@mansfieldtexas.gov

817-804-5798

ORDINANCE NO. _____

AN ORDINANCE GRANTING AN INGRESS – EGRESS AND ACCESS EASEMENT IN, UPON, AND ACROSS CITY OWNED PROPERTY AT 1004 MAGNOLIA STREET IN THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT DOCUMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Mansfield has determined that the previous sale of real property by the City to the Mansfield Independent School District further required an ingress – egress and access easement be granted in order to provide access from Magnolia Street to the Mansfield Independent School District’s property located at 1004 Magnolia Street; and

WHEREAS, currently there is no grant of access from the Mansfield Independent School District’s property to a public road; and

WHEREAS, the City Council of the City of Mansfield has determined that there is a need for the ingress – egress and access easement in, upon, and across City owned properties at 1004 Magnolia Street; and

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

SECTION 1

The City of Mansfield grants an ingress – egress and access easement to Mansfield Independent School District, in, upon, and across that property specifically shown in the easement instrument, attached hereto as Exhibit A, and incorporated herein for the sole and limited purpose of providing access from Magnolia Street to the Mansfield Independent School District’s property located at 1004 Magnolia Street.

SECTION 2

The City Manager of the City of Mansfield, Texas, is hereby authorized and empowered to execute the easement instrument, attached hereto as Exhibit A.

SECTION 3

A copy of the easement instrument is attached hereto as Exhibit A, and shall be presented for filing with the County Clerk of Tarrant County, Texas by the office of the City Secretary.

SECTION 4

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

SECTION 5

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 _____, 201__.

Second reading approved on the _____ day of _____, 201__.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 201__.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney
CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

INGRESS – EGRESS AND ACCESS EASEMENT

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS

THAT, **CITY OF MANSFIELD (Grantor)**, acting by and through the undersigned, their duly authorized representative, of the County of Tarrant, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by Mansfield Independent School District (Grantee), of Tarrant County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said Mansfield Independent School District, its successors and assigns, an **INGRESS – EGRESS AND ACCESS EASEMENT** and the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein, in, upon and across that certain tract or parcel of land in Tarrant County, Texas, being described as follows:

EXHIBITS "A" and "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Mansfield Independent School District, its successors and assigns.

WITNESS MY HAND, this the ____ day of _____, 2016.

CITY OF MANSFIELD

By:

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2016.

Notary Public in and for The State of Texas
Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION
INGRESS – EGRESS AND ACCESS EASEMENT

BEING a 20 foot wide strip of land located in the WILLIAM C. PRICE SURVEY, Abstract No. 1240, Mansfield, Tarrant County, Texas, and being a portion of the tract of land conveyed to the City of Mansfield, by the deed recorded in Volume 5352, Page 100, of the Deed Records of Tarrant County, Texas. Said 20 foot wide strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East boundary line of said City of Mansfield Tract at its intersection with the South right-of-way line of Magnolia Street, and said POINT OF BEGINNING being the Northwest corner of Lot 1, Block 1, Parking Lot Addition, to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D213126039, of the Plat Records of Tarrant County, Texas;

THENCE S 09° 20' 01" E 71.55 feet, along the West boundary line of said Lot 1 and the East boundary line of said City of Mansfield Tract, to a point;

THENCE S 03° 24' 16" E 165.58 feet, to a point;

THENCE S 65° 39' 59" W 32.36 feet, to a ½" iron rod marked "Brittain & Crawford" set, at the North corner of the 3.2 acre tract of land conveyed to Mansfield Independent School District, by the deed recorded in Volume 3412, Page 447, of the Deed Records of Tarrant County, Texas, and the Southeast corner of Proposed Lot 2R, Block 1, Mansfield Utility Operations;

THENCE along the East boundary line of said Proposed Lot 2R, as follows:

1. N 27° 16' 01" W 5.33 feet, to a ½" iron rod marked "Brittain & Crawford" set;

2. N 09° 20' 01" W 15.20 feet, to a point;

THENCE N 65° 39' 59" E 14.93 feet, to a point;

THENCE N 03° 24' 16" W 150.78 feet, to a point;

THENCE N 09° 20' 01" W 68.98 feet, to a point in the South right-of-way line of aforesaid Magnolia Street;

THENCE EASTERLY 20.06 feet, along the South right-of-way line of said Magnolia Street, with a curve to the left, having a radius of 746.20 feet, a central angle of 01° 32' 25", and a chord bearing N 76° 16' 07" E 20.06 feet, to the POINT OF BEGINNING containing 0.116 acre (5,053 square feet) of land.

EXHIBIT "B"

MAGNOLIA STREET
60' WIDE RIGHT-OF-WAY

WILLIAM C. PRICE SURVEY, A-1240

$\Delta=1^{\circ}32'25''$
 $L=20.06'$, $R=746.20'$
 $CH=N 76^{\circ}16'07'' E$
20.06'

POINT OF BEGINNING

NORTHWEST CORNER OF PARKING LOT ADDITION

LOT 1, BLOCK 1
PARKING LOT ADDITION
CC# D213126039
P.R.T.C.T.

PROPOSED LOT 1R

LOT 1, BLOCK 1
MANSFIELD UTILITY OPERATIONS
CAB. A, SLIDE 3647
P.R.T.C.T.
CITY OF MANSFIELD
VOL. 12752, PG. 352
D.R.T.C.T.

INGRESS-EGRESS & ACCESS EASEMENT
0.116 ACRE (5,053 SQ.F.)

MAGNETIC NAIL WITH SHINER SET



NOVEMBER 9, 2016

PROPOSED LOT 2R

MANSFIELD INDEPENDENT SCHOOL DISTRICT
CC# D216228569
D.R.T.C.T.

NORTHWEST CORNER OF 5.53 ACRE M.I.S.D. TRACT

M.I.S.D.
5.53 ACRES
VOL. 2532, PG. 600
D.R.T.C.T.

N 65°39'59" E 14.93'

N 09°20'01" W 15.20'

N 27°16'01" W 5.33'

N 09°20'01" W 68.98'

N 03°24'16" W 150.78'

S 09°20'01" E 71.55'

S 03°24'16" E 165.58'

S 65°39'59" W 32.36'

NORTHWEST CORNER OF 3.2 ACRE M.I.S.D. TRACT

M.I.S.D.
3.2 ACRES
VOL. 3412, PG. 447
D.R.T.C.T.

1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET

BRITTAIN & CRAWFORD

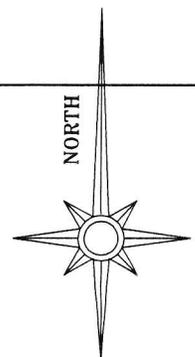
LAND SURVEYING & TOPOGRAPHIC MAPPING

(817) 926-0211 - METRO (817) 429-5112
FAX No. (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com

INGRESS-EGRESS & ACCESS EASEMENT

0.116 ACRE OF LAND
LOCATED IN THE

WILLIAM C. PRICE SURVEY, A-1240
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS



SCALE 1"=40'



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2128

Agenda Date: 1/9/2017

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution for Authorization of Funding in an Amount not to Exceed \$140,000.00 and Approval of a Contract with Dunaway Associates, L.P. for Design Services for the Magnolia Street Project (Street Bond Fund).

Requested Action

The authorization of funds in an amount not to exceed \$140,000.00 and approval of a contract with Dunaway Associates, L.P. for engineering design services.

Recommendation

The Engineering Staff recommends the authorization of funding and approval of a contract with Dunaway Associates, L.P., for the design of the Magnolia Street Project.

Description/History

This project is for the design of a 39ft back to back concrete street, drainage and utilities. (East Broad Street to Wisteria Ln.)

The requested funds are for a design contract with Dunaway Associates, L.P. in the amount of \$99,965.00 and other miscellaneous services all to be accomplished within a budget of \$140,000.00.

Justification

This project is part of our bond program and Master Thoroughfare Plan.

The Public Works Director 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, Public Works Department, 817-276-4835

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$140,000.00 AND APPROVAL OF A CONTRACT WITH DUNAWAY ASSOCIATES, L.P. FOR DESIGN SERVICES FOR THE MAGNOLIA STREET PROJECT

WHEREAS, the City Council recognizes the need to proceed forward with the design of the Magnolia Street Project; and,

WHEREAS, the City Staff has reviewed the proposal for the Magnolia Street Project; and,

WHEREAS, the City Council has received the recommendation of Staff to contract with Dunaway Associates, L.P. for design services; and,

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

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

SECTION 1.

Funding is hereby authorized in the amount of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) to prepare this project for construction.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute a contract for design services with Dunaway Associates, L.P. in the amount of \$140,000.00 to prepare this project for construction.

PASSED AND APPROVED THIS 9th DAY OF JANUARY, 2017.

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: 16-2148

Agenda Date: 1/9/2017

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City of Mansfield to Enter an Interlocal Agreement with Tarrant County for the Reconstruction of E. Kimball Street From Main Street to the Dead End and Construct a Temporary Roadway that will Connect the Public Parking Lot to E. Kimball Street for a Cost Not to Exceed \$60,000.00 (Downtown TIRZ and Street Maintenance Fund)

Requested Action

Approval of the Resolution.

Recommendation

Approval of the resolution authorizing the City to enter an Interlocal agreement with Tarrant County for street construction.

Description/History

Chapter 791 of the Texas Government Code, also known as the Inter-local Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing necessary equipment, supplies and services. As part of the developer agreement with the Backyard, the City will provide a public temporary 24 foot wide roadway connecting E. Kimball Street to the public parking lot being constructed at 109 S. Main Street. In addition, construction equipment has been using E. Kimball Street as a construction entrance. It is anticipated the heavy construction equipment will leave E. Kimball Street in poor condition. This Interlocal agreement will allow Tarrant County to furnish the labor and equipment, while the City provides supplies and incidentals necessary to reconstruct East Kimball Street and construct a temporary public roadway to serve the public parking lot. Both roadways will be constructed in 6 inches of asphalt and have a width of 24 feet. This agreement will allow the improvements to be constructed within a budget of \$60,000.00. After the construction on the Backyard is complete, the City will evaluate E. Kimball Street for damage caused by the construction traffic and will require the developer to pay their share for the damage to the roadway.

Justification

For several years, the City of Mansfield has entered inter-local agreements with Tarrant County for street reconstruction. Some of these projects include Newt Patterson Road and Gertie Barrett Road. These inter-local agreements have allowed the City to save money by not having to pay for the equipment or labor necessary with the street construction.

Funding Source

Downtown TIRZ and Street Maintenance Fund

Prepared By

David Boski, P.E., Asst. Director Public Works/Transportation, Public Works Department,
817-276-4208

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$60,000.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE RECONSTRUCTION OF E. KIMBALL STREET FROM MAIN STREET TO THE EAST DEAD END AND CONSTRUCTION OF A TEMPORARY ROADWAY TO SERVE THE PUBLIC PARKING LOT AT 109 S. MAIN STREET

Whereas, it is recognized that it is in the best interest of the citizens of the City of Mansfield to enter into an Agreement with Tarrant County to reconstruct E. Kimball Street and construct a temporary roadway to serve the public parking lot at 109 S. Main Street, and

Whereas, Tarrant County and the City of Mansfield are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

Whereas, the Interlocal Act contained in Chapter 791 of the Texas Government Code provides legal authority for parties to enter into this agreement, and

Whereas, Tarrant County and the City of Mansfield have agreed to said terms of the Agreement, and

Whereas, the City of Mansfield and Tarrant County have agreed to contract with each other to reconstruct E. Kimball Street and construct a temporary roadway to serve the public parking lot at serve 109 S. Main Street.

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

SECTION 1.

Funding is hereby authorized in the amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) to construct the roadway improvements.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute an Interlocal Agreement with Tarrant County to reconstruct E. Kimball Street and construct a temporary roadway to serve the public parking lot at 109 S. Main Street.

PASSED AND APPROVED this the 9th day of January, 2017.

David L.Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Mansfield ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance with the reconstruction of E. Kimball Street and the new construction of a temporary roadway that will connect E. Kimball Street to the public parking lot located at 109 S. Main Street (the "**Project**").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project. The construction will consist of the following:

- 1.1 Stabilize and compact sub-grade at a depth of eight (8) inches;
- 1.2 Apply asphalt emulsion prime coat;
- 1.3 Place and compact four (4) inches of Type B Hot Mix Asphalt Concrete; and
- 1.4 Place and compact two (2) inches of Type D Hot Mix Asphalt Concrete.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during this Project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.

- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project; and
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 CITY will ensure that the Project is cleared of obstructions which could damage COUNTY equipment during construction.
- 2.7 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the Project.
- 2.8 CITY will provide any soil lab testing needed for the Project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs of E. Kimball Street and the temporary roadway.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice of intent to terminate to the other party. This Agreement will automatically terminate upon completion of the Project or September 30, 2017, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

TARRANT COUNTY, TEXAS

CITY OF MANSFIELD

COUNTY JUDGE

Authorized City Official

Date: _____

Date: _____

COMMISSIONER, PRECINCT 2
Andy Nguyen

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

Assistant City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2150

Agenda Date: 1/9/2017

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City of Mansfield, Texas to Enter into a Chapter 380 Agreement with Bloomfield Homes, L.P. for the Purpose of Promoting Economic Development within the City of Mansfield, Texas; and Approving Other Matters Related Thereto

Requested Action

The City Council approve a resolution authorizing the City to enter into a Chapter 380 Agreement with Bloomfield Homes, L.P. for the purpose of reallocating sales tax revenue to the City of Mansfield, Texas which is currently being paid outside the City of Mansfield, Texas.

Recommendation

Staff recommends the approval of the Resolution.

Description/History

Bloomfield Homes, L.P. approached the City with an offer to partner with the City in the reallocation of the sales tax it pays on building materials purchased. The terms of this Chapter 380 Agreement are identical to the terms in the agreement City Council approved on October 26, 2015 with First Texas Homes, Inc. Currently, Bloomfield Homes pays sales tax at the location it purchases building materials. Texas Rule 3.288 of the Texas Administrative Code would allow Bloomfield Homes to elect how they pay sales tax if they assume full responsibility for reporting and paying sales tax to the Texas Comptroller's Office. Bloomfield Homes has proposed that it will assume full responsibility of paying and reporting the sales tax that they are required to pay under Rule 3.288, and in so doing, the City will receive sales tax on building materials that are being used in the City of Mansfield, Texas. The City is currently not receiving sales tax revenue on these purchased materials; it is being paid in other cities where the materials are purchased.

Justification

In return for the partnership, the City will receive 60% of all sales tax revenue on the materials used in the City of Mansfield, Texas and Bloomfield Homes will receive the remaining 40% in the form of a grant. There is no cost to the City of Mansfield, Texas with the exception of the administrative expense in disbursing the grant funds to Bloomfield Homes, L.P. The revenue to the City over the term of the agreement is expected to be \$117,138.74 at a minimum, with the potential to reach \$175,649.54. Bloomfield Homes would receive a minimum of \$78,092.49 and potentially \$117,099.69 over the term of the agreement.

Funding Source

N/A

Prepared By

Peter Phillis, Deputy City Manager

817-276-4261

A RESOLUTION AUTHORIZING THE CITY OF MANSFIELD, TEXAS TO ENTER INTO A CHAPTER 380 AGREEMENT WITH BLOOMFIELD HOMES, L.P. FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY OF MANSFIELD, TEXAS; AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Mansfield, Texas (the “City”), pursuant to Chapter 380 of the Texas Local Government Code, as amended, is authorized to enter into an agreement with Bloomfield Homes to promote the collection of sales tax within the City of Mansfield, Texas that would otherwise not be collected within the City of Mansfield, Texas; and

WHEREAS, the City Council of the City has found and determined that it is in the best interest of the City of Mansfield, Texas in accordance with the requirements of applicable law to enter into a 380 Agreement with Bloomfield Homes for the purpose of collecting and granting sales tax from purchasing building materials for the construction homes within the City of Mansfield, Texas; and

WHEREAS, it is hereby found and determined that the Company meets the criteria for receiving grants pursuant to Chapter 380, based on among other things, (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City and (iii) creating employment opportunities for the citizens of Mansfield, Texas.

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated in the agreement attached hereto.

Section 2. The City Manager is hereby authorized to enter into the agreement attached hereto.

PASSED AND APPROVED THIS THE 9th DAY OF JANUARY, 2017.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF MANSFIELD, TEXAS
AND BLOOMFIELD HOMES, L.P.**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Mansfield, Texas ("City", also referred to as "Grantor") and Bloomfield Homes, L.P. (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Mansfield, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Mansfield ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Mansfield, Texas.

"Company" shall mean Bloomfield Homes, L.P.

"Commencement Date" shall mean January 1, 2017.

"Effective Date" shall mean January 1, 2017.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of June 2017 following the Effective Date. For illustration purposes, assume the Effective Date is January 1, 2017 then the first Grant Period would begin on January 1, 2017 and continue through and include June 30, 2017. The next Grant Period would begin on July 1, 2017 and continue through and include December 31, 2017. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2026 and end on December 31, 2026.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's net receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing January 1, 2017. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on January 1, 2017 and continues through and includes June 30, 2017. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by July 30, 2017 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate and after receiving all of the net Use Tax Receipts within the Grant Period. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Clayton Chandler
Mansfield City Manager
1200 E. Broad St.
Mansfield, TX 76063

With a copy to:

Attn: Betsy Elum
Taylor, Olson, Adkins, Sralla & Elum, LLP
6000 Western Place, Suite 200
Fort Worth, TX 76107

If intended for the Company:

Attn: Accounting Department
Don Dykstra
President
Bloomfield Homes, L.P.
1050 East Hwy 114, Ste. 210
Southlake, TX 76092

With a copy to:

Attn:

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Mansfield, Ellis County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Ellis County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Mansfield, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2016.

THE CITY OF MANSFIELD, TEXAS

By: _____
Clayton Chandler, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2016.

Bloomfield Homes, L.P.
a Texas Limited Partnership

By: Bloomfield Properties, Inc.
a Texas Corporation,
its General Partner

By: _____
Name: Don Dykstra
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
CITY OF MANSFIELD §

This instrument was acknowledged before me on the _____ day of _____, 2016 by Clayton Chandler, City Manager of The City of Mansfield, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
CITY OF SOUTHLAKE §

This instrument was acknowledged before me on the _____ day of _____, 2016 by Don Dykstra, President of Bloomfield Properties, Inc., General Partner of Bloomfield Homes, L.P., a limited partnership, on behalf of said limited partnership.

Name: _____

Notary Public - State of Texas



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2151

Agenda Date: 1/9/2017

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 12, 2016 - 6:00 p.m. 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 December 12, 2016 6:00 p.m. 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, Asst. City Secretary, City Secretary's Office



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, December 12, 2016

6:00 PM

Council Chambers

REGULAR MEETING

6:00 P.M. - CALL MEETING TO ORDER

Mayor Cook called the meeting to order at 6:00 p.m.

Present 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

INVOCATION

Mayor Pro Tem Broseh 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 Haynes led the Texas Pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

City Manager Clayton Chandler wished everyone a Merry Christmas.

CONSENT AGENDA

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[16-2093](#)

Ordinance - Third and Final Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to C-2, Community Business District on Approximately 30 Acres Generally Located at the Southeast Corner of East Debbie Lane and North Matlock Road; Reilly Brothers (ZC#16-015)

City Secretary Jeanne Heard read the caption into the record.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO C-2 COMMUNITY BUSINESS 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

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

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2025-16

[16-2096](#)

Ordinance - Third and Final Reading on an Ordinance Approving a Specific Use Permit for Retail and Service Establishments Not Elsewhere Listed (Brewery) in the Existing Building at 117 N. Main Street; Dirty Job Brewing (ZC#16-019)

Jeanne Heard read the caption into the record.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT FOR A RETAIL AND SERVICE ESTABLISHMENTS NOT ELSEWHERE LISTED (BREWERY) 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

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

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2026-16

[16-2121](#)

Ordinance - Second Reading of an Ordinance Granting an Ingress-Egress and Access Easement In, Upon, and Across City Owned Property at 1004 Magnolia Street in the City of Mansfield, Tarrant County, Texas; Authorizing the City Manager to Execute the Easement Document; Providing a Severability Clause; and Providing an Effective Date

A motion was made by Council Member Hoffman to approve the second reading of "AN ORDINANCE GRANTING AN INGRESS – EGRESS AND ACCESS EASEMENT IN, UPON, AND ACROSS CITY OWNED PROPERTY AT 1004 MAGNOLIA STREET IN THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT DOCUMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

[16-2129](#)

Resolution - A Resolution Authorizing the City Manager and the City of Mansfield Fire Department to Make Application for and Receive Funds from the Department of Homeland Security, Under Assistance to Firefighter Grant Program 2016 for Cardiac Compression Devices not to Exceed \$117,990 with a Required City Match of 10% Equal to \$11,799

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER AND THE FIRE DEPARTMENT TO MAKE APPLICATION FOR AND RECEIVE FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY, UNDER ASSISTANCE TO FIREFIGHTER GRANT PROGRAM 2016 FOR CARDIAC COMPRESSION DEVICES NOT TO EXCEED \$117,990 WITH REQUIRED CITY CASH MATCH OF 10% EQUAL TO \$11,799

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

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3314-16

[16-2132](#)

Resolution - A Resolution Authorizing the Fire Chief and the Mansfield Fire Department to Enter into an Automatic Aid Agreement with the Grand Prairie Fire Department

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ALL MATTERS RELATING TO THE AUTOMATIC AID AGREEMENT WITH THE GRAND PRAIRIE FIRE DEPARTMENT

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

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3315-16

[16-2133](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the City Manager and the Public Works Department to Enter into an Interlocal Agreement with the City of Grand Prairie, Texas for the Cooperative Purchasing of Goods, Products and/or Services.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER AND THE PUBLIC WORKS DEPARTMENT TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF GRAND PRAIRIE FOR THE PURPOSE OF COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES

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

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3316-16

[16-2135](#)

Resolution - A Resolution of the City of Mansfield, Texas Approving the Project Utility Adjustment Agreement (PUAA), and all Related Utility Adjustment Agreement Amendments (UAAAs) for Necessary Utility Relocations for the SH 360 Project.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PROJECT UTILITY ADJUSTMENT AGREEMENT (PUAA), AND ALL RELATED UTILITY ADJUSTMENT AGREEMENT AMENDMENTS (UAAAs) FOR NECESSARY UTILITY RELOCATIONS FOR THE SH 360 PROJECT; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY TO ACCOMPLISH THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3317-16

[16-2124](#)

Request for Special Event Permit: Lifetime Fitness 5K

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

[16-2130](#)

Minutes - Approval of the November 28, 2016 Regular City Council Meeting Minutes

A motion was made by Council Member Hoffman to approve the minutes of the November 28, 2016 Regular City Council Meeting as presented. Seconded by

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 6:10 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 6:12 p.m. Mayor Cook adjourned executive session at 6:23 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 the Sales Contract for the Farr Best Theater

Seek Advice of City Attorney Regarding Zoning Case #16-001

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

Deliberate the Purchase, Exchange, Lease or Value of Easements and Real Property for the Mountain Creek Sanitary Sewer Interceptor Project

Deliberate the Purchase, Exchange, Lease or Value of Easements and Real Property for the Pond Branch Linear Trail Project

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

RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Cook reconvened into regular business session at 7:00 p.m.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Hoffman to authorize staff to proceed with obtaining a drainage easement and a utility easement along Pond Branch as discussed in executive session. Seconded by Council Member Newsom. The motion CARRIED with 7 ayes and 0 nays.

A motion was made by Council Member Hoffman to authorize staff to move forward with additional money for easements as discussed related to the water/sewer project along Mountain Creek. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

ADJOURN

A motion was made by Council Member Hoffman to adjourn the meeting at 7:01 p.m. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

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: 16-2152

Agenda Date:

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the December 12, 2016 - 7:00 p.m. 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 December 12, 2016 7:00 p.m. 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, Asst. City Secretary, City Secretary's Office



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, December 12, 2016

7:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Cook called the meeting to order at 7:05 p.m.

Present 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

INVOCATION

First Methodist Mansfield Reverend Jim Connor 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.

PRESENTATION

Salvation Army/Mayor Red Kettle Challenge Kick-off Presentation - December 17, 2016

Salvation Army Lieutenant Timothy Israel made brief comments regarding the 7th Annual Mayoral Challenge. Mayor Cook announced the following locations and encouraged everyone to come out and support the Salvation Army on Saturday, December 17, 2016 from 8:00 a.m. to 6:00 p.m.:

*Walmart on Walnut Creek
Sam's Club
Both Chick-fil-A locations*

Heart Healthy City

Fire Chief Barry Bondurant made brief comments and introduced representatives from the Mansfield Independent School District, Mansfield Methodist Hospital and various city departments. Fire Department Captain Kevin Sandifer made brief

comments regarding the process to obtain a Heart Healthy City recognition.

CITIZEN COMMENTS

John Pressley - 1306 Brittany Lane - Mr. Pressley spoke as the President of the Pickled Mansfield Society. He stated his support for agenda item 16-2134 requesting additional funding from the Hotel/Motel Tax Fund.

Alma Pressley - 1388 Fairhaven - Mrs. Pressley spoke in support of agenda item 16-2134.

Mayor Cook recognized the following non-speakers in support of agenda item 16-2134:

*Cindy Pressley - 1306 Brittany Lane
Paulette Ciesynski - 6916 Shady Hills Lane
Alex Kowalski - 4 River Crest Court
Joe Kowalski - 4 River Crest Court
Bob Kowalski - 4 River Crest Court
Amanda Kowalski - 4 River Crest Court
Ed Haidusek - 14520 CR 511
Lorie Tomlin - 2923 Ladoga Drive, Grand Prairie
Charles Jowell - 1812 Woodridge Drive
Annette Geisel - 5 Brook Arbor Court*

COUNCIL ANNOUNCEMENTS

Council Member Lindsey had no announcements.

Council Member Hoffman wished everyone a Merry Christmas.

Council Member Haynes wished everyone a Merry Christmas.

Council Member Burgess wished everyone a Merry Christmas.

Council Member Newsom wished everyone a Happy New Year.

Mayor Pro Tem Broseh wished everyone a Merry Christmas and Happy New Year.

Mayor Cook had no announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Stormwater Management Program Annual Report - Stormwater Manager Howard Redfearn and Stephanie Zavala

Stormwater Manager Howard Redfearn made a powerpoint presentation and answered Council questions regarding the Stormwater Management Program.

PUBLIC HEARING AND FIRST READING**16-2125**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to I-1, Light Industrial District on Approximately 14.5 Acres Generally Located West of S. 7th Avenue and North of Hanks Drive; Mansfield Economic Development Corporation (ZC#16-021)

City Secretary Jeanne Heard read the caption into the record. Director of Planning Felix Wong made brief comments. Mayor Cook opened the public hearing at 7:35 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 7:35 p.m.

A motion was made by Mayor Pro Tem Broseh 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 I-1 LIGHT INDUSTRIAL 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 Haynes. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

16-2127

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to PD, Planned Development for Single-Family Residential Use on Approximately 15.5 Acres Generally Located East of Newt Patterson Road and South of Sabine Trail, Peycos Court and Columbia Court; Bloomfield Homes (ZC#16-022)

Bloomfield Homes, LP representative Charles Jowell requested this item be tabled.

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

16-2138

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to PD, Planned Development for Single Family Residential Use on Approximately 15.46 Acres Generally Located About 1,300' South of the Southeast Corner of N. Matlock Road and E. Debbie Lane; Skorburg Company (ZC#16-017)

Jeanne Heard read the caption into the record. Skorburg Company representative Noah Flabiano made a powerpoint presentation and answered Council questions. Skorburg Company representative Adam Bucek answered Council questions. Mayor Cook opened the public hearing at 7:55 p.m. Mayor Cook recognized the following non-speakers in support:

Mary Holland - 2804 Matlock Rd.

Jeanette Holland - 2804 Matlock Rd.

Jeremy Holland - 2804 Matlock Rd.

With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 7:56 p.m.

A motion was made by Council Member Hoffman 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 A PD, PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY RESIDENTIAL USE, 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," with a maximum of 20% of the homes being 1,800-2,000 sq ft. Seconded by Council Member Haynes. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND READING

16-2113

Ordinance - Public Hearing Continuation and Second 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)

A motion was made by Mayor Cook to table this agenda item until two neighborhood meetings have occurred and the applicant has met with city staff regarding possible park connections with regard to the subject property nearby owned by the city. Seconded by Council Member Newsom. The motion CARRIED by the following vote.

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

16-2115

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to

Planned Development for Office/Retail Uses on Approximately 3.95 Acres
Located at 1209 N Day Miar Road; HCC Contracting, Inc (ZC#16-013)

Property owner Darren McDougald made a powerpoint presentation and answered Council questions. Felix Wong answered Council questions. Mayor Cook continued the public hearing at 8:20 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 8:20 p.m. Council requested the applicant bring back the gauge of the metal roof by the next reading.

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 A PD, PLANNED DEVELOPMENT DISTRICT FOR OFFICE/RETAIL USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Hoffman. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

PUBLIC HEARING CONTINUATION AND THIRD AND FINAL READING

[16-2094](#)

Ordinance - Public Hearing Continuation and Third and Final Reading on an Ordinance Approving a Historic Landmark Overlay District for the Property Located at 114 N. Main Street; City Staff (ZC#16-020)

Jeanne Heard read the caption into the record. Felix Wong made brief comments. Mansfield Area Chamber of Commerce President Lori Williams answered Council questions. Historical Landmark Commission Chairman Robert A. Smith made brief comments. Mayor Cook continued the public hearing at 8:31 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 8:32 p.m.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO GRANT A HISTORIC LANDMARK OVERLAY DISTRICT CLASSIFICATION FOR 114 NORTH MAIN STREET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2027-16

NEW BUSINESS

16-2126

Consideration of a Detailed Site Plan for an Apartment Development Named The Julian at Southpointe on Approximately 18.8 Acres Generally Located at the Northwest Corner of Lowe Road and Harmon Road; Mansfield Multifamily Land, LLC (DS#16-005)

MR Development representative Kim McCaslin made a brief powerpoint presentation and answered Council questions.

A motion was made by Council Member Haynes to approve this agenda item with a total of 20% covered parking. Seconded by Mayor Pro Tem Broseh. The motion CARRIED by the following vote:

Aye: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

16-2123

Resolution - A Resolution Approving a Development Agreement for Proposed Improvements Related to a Residential Development Known as The View at The Reserve Within the Tax Increment Reinvestment Zone No. 1, Generally Located East of S. Mitchell Road, North of South Pointe and Mathis Road

Sowell Reserve Associates, LP representative James Cornelius made a power point presentation and answered Council questions.

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 A DEVELOPMENT AGREEMENT WITH SOWELL RESERVE ASSOCIATES, L.P. FOR PUBLIC IMPROVEMENTS WITHIN THE TAX INCREMENT FINANCING REINVESTMENT ZONED NUMBER ONE; 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: 7 - David Cook;Stephen Lindsey;Wendy Burgess;Cory Hoffman;Larry Broseh;Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3318-16

[16-2134](#)

Resolution - A Resolution Approving a Supplemental Disbursement of the City of Mansfield Hotel/Motel Tax Funds in the Amount of \$20,000 to The Pickled Mansfield Society

Hotel/Motel Chairperson Wendy Burgess made a report to the Council regarding the supplemental request by the Pickled Mansfield Society.

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

A RESOLUTION APPROVING A SUPPLEMENTAL DISBURSEMENT OF THE CITY OF MANSFIELD HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$20,000 TO THE PICKLED MANSFIELD SOCIETY

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

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3319-16

[16-2136](#)

Resolution - A Resolution of the City of Mansfield, Texas Authorizing the Filing of Eminent Domain Proceedings for the Purpose of Obtaining Real Property and Easements for Use by the City for the Construction of Sanitary Sewer Line Improvements and Facilities to Serve Existing and New Development and for Other Public Purposes Permitted by Law

Director of Public Works Bart VanAmburgh made brief comments.

Council Member Hoffman made the following statement:

Resolution No. RE-3313-16 addresses two separate properties. The first record vote applies to all units of property to be condemned under the resolution. And the minutes shall reflect that the first record vote we take will apply to all units of property to be condemned under the resolution.

I move that the City of Mansfield authorize the use of the power of eminent domain to acquire the following property: A Permanent Sanitary Sewer Easement and Temporary Construction Easement from Soap Creek Ranch, LP, out of the property generally located on the northwest corner of US 287 and Prairie Ridge Boulevard, Grand Prairie, Ellis County, Texas, and said property interests being more particularly described in Exhibits A-B to Resolution No. RE-3313-16; and Permanent Sanitary Sewer Easement and two Temporary Construction Easements from Owen Hendrick and Toni Hendrick, out of the property generally located on the south corner of US 287 and Lakeview Drive, Grand Prairie, Ellis County, Texas, and said property interests being more particularly described in Exhibits C-D to Resolution No. 3313-16; for the construction and maintenance of sanitary sewer line improvements and

facilities for the Mountain Creek Sanitary Sewer Interceptor project, and further move to approve Resolution No. 3313-16 as presented.

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

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-3313-16

16-2137

Ordinance - An Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Awarding the Sale of the Certificates; Approving the Official Statement; Approving an Engagement Letter; and Enacting Other Provisions Relating Thereto

Jeanne Heard read the caption into the record. Deputy City Manager Peter Phillis made brief comments. FirstSouthwest representative Boyd London made brief comments and answered Council questions.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$18,975,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; AWARDED THE SALE OF THE CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; APPROVING AN ENGAGEMENT LETTER; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2028-16

RECESS INTO EXECUTIVE SESSION

The Council did not recess into executive session.

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

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

ADJOURN

A motion was made by Council Member Hoffman to adjourn the meeting at 9:23 p.m. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - David Cook; Stephen Lindsey; Wendy Burgess; Cory Hoffman; Larry Broseh; Darryl Haynes and Brent Newsom

Nay: 0

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: 16-2115

Agenda Date: 1/9/2017

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 PR, Pre-Development to Planned Development for Office/Retail Uses on Approximately 3.95 Acres Located at 1209 N Day Miar Road; HCC Contracting, Inc (ZC#16-013)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on 11/7/16 and voted 6-0 to recommend approval subject to the applicant providing an 8-ft masonry screening wall along the west property line and a dumpster in Phase 1. Commissioner Hudson was absent.

Description/History

First Reading

The applicant is proposing an office/retail center with limited C-2 uses as shown in the development plan. The four proposed buildings will range from 3,700 to 9,394 square feet and will be developed in four phases. The buildings will be predominantly brick and feature standing seam metal pitched roofs.

Second Reading

The developer has revised the development plans to show:

- 8/12 roof pitch
- Two dumpster locations for the four buildings
- New design for building streetfronts that are more suited to retail or non-office type uses

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 A PD, PLANNED DEVELOPMENT DISTRICT FOR OFFICE/RETAIL USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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 PD, Planned Development for office/retailed uses; 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 development 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 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

Ordinance No. _____

Page 3



MANSFIELD
TEXAS

ZC# 16-013

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

Property Owner Notification for ZC# 16-013

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BRANDENBURG, H ADDITION	BLK 1	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766
CURRY, A N SURVEY	A 332	MCDOUGALD, MALCOM	327 CARLIN RD	MANSFIELD, TX	76063
CURRY, A N SURVEY	A 332	COLLINS, JOHNSON	4831 SUNSET DR	MANSFIELD, TX	76063-6708
CURRY, A N SURVEY	A 332	MCDOUGALD, MALCOM	327 CARLIN RD	MANSFIELD, TX	76063
CURRY, A N SURVEY	A 332	ALBRIGHT, ROBERT JOHN	1201 N DAY MIAR RD	MANSFIELD, TX	76063-6721

TRIANGLE surveying company

P.O. Box 548
 Hurleson, Texas 76097
 817-295-1148

REGISTERED FIRM NO. 10094100

Being a 3.95 acre tract of land out of the A. N. CURRY SURVEY, ABSTRACT NO. 332, in Tarrant County, Texas, and being a portion of the tract of land conveyed to David R. Harmon by deed recorded in Volume 6532, Page 510, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron pin found in the easterly line of said Harmon tract and in the westerly line of North Day Mlar Road, said pin being the south corner of a 0.042 acre tract conveyed to the City of Mansfield by Document No. D2120022169, Deed Records, Tarrant County, Texas;

THENCE South 21 degrees, 12 minutes, 27 seconds East, along the common line of said Harmon tract and said North Day Mlar Road, at 582.47 feet a 5/8 inch iron pin found, continuing, in all, 592.93 feet to a point for corner at the southeast corner of said Harmon tract;

THENCE South 58 degrees, 49 minutes, 30 seconds West, along the southerly line of said Harmon tract, 217.04 feet to a point for corner at the southwest corner of said Harmon tract;

THENCE North 31 degrees, 29 minutes, 43 seconds West, along the westerly line of said Harmon tract, at 30.00 feet a 5/8 inch iron pin found, continuing, in all, 836.01 feet to a 1/2 inch iron pin found for corner at the southwest corner of a 0.262 acre tract of land conveyed to the City of Mansfield by Document No. D21316197, Deed Records, Tarrant County, Texas and in the southerly line of Grand Meadows Boulevard;

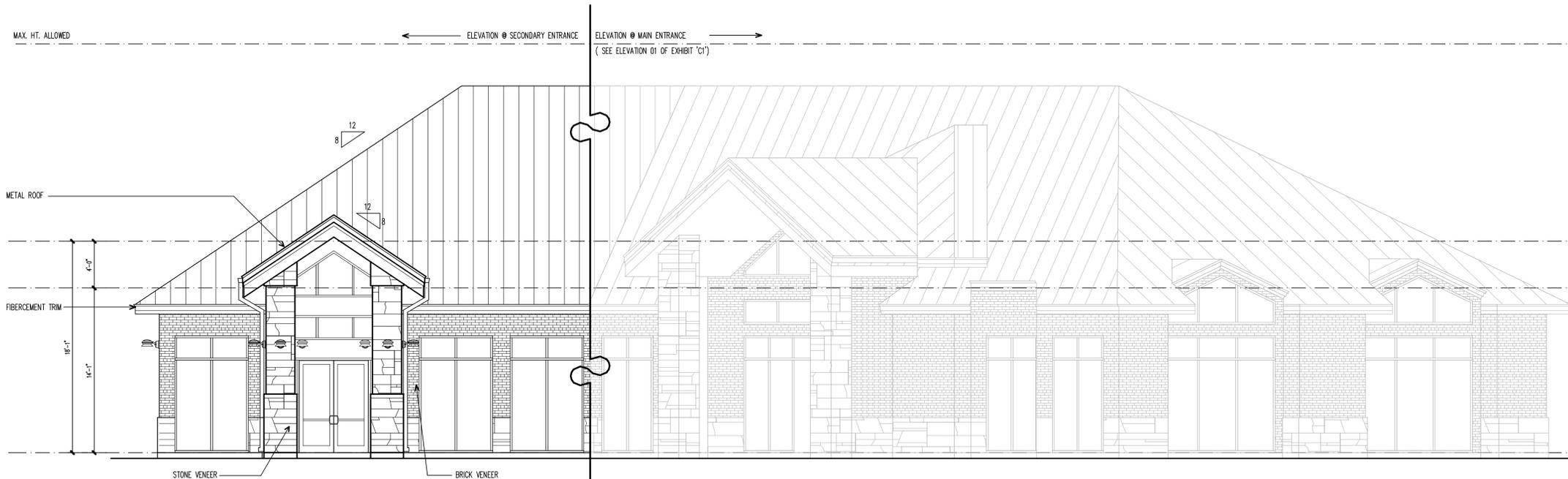
THENCE North 58 degrees, 54 minutes, 00 seconds East, along the southerly line of said 0.262 acre tract and said Grand Meadows Boulevard, 258.52 feet to a 1/2 inch iron pin found for corner at the northwest corner of said 0.042 acre tract;

THENCE South 85 degrees, 06 minutes, 00 seconds East, along the south line of said 0.042 tract, 80.14 feet to the POINT OF BEGINNING and containing 3.95 acres of land, more or less.

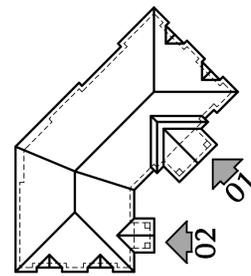


5/4/16

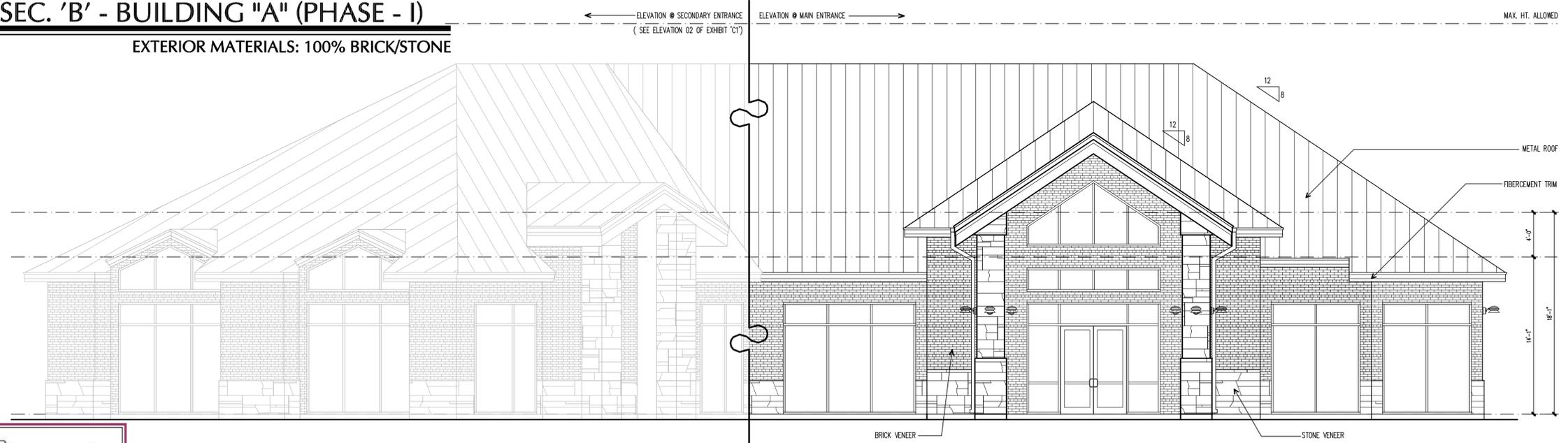
EXHIBIT "A"



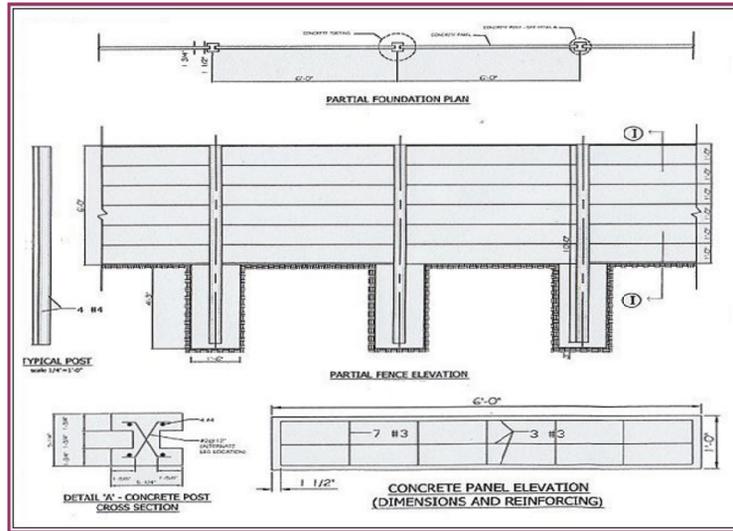
02 PROPOSED FRONT ELEVATION / SEC. 'B' - BUILDING "A" (PHASE - I)
 SCALE: 3/16" = 1'-0"
 EXTERIOR MATERIALS: 100% BRICK/STONE



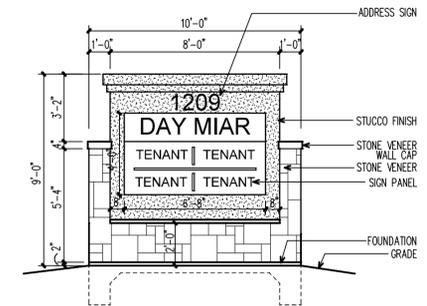
KEY PLAN
 NOT A SCALE



01 PROPOSED FRONT ELEVATION / SEC. 'A' - BUILDING "A" (PHASE - I)
 SCALE: 3/16" = 1'-0"
 EXTERIOR MATERIALS: 100% BRICK/STONE



04 SCREEN WALL DETAILS
 NOT A SCALE



03 MONUMENT SIGNS
 SCALE: 1/4" = 1'-0"

NOTE: ALL SIGNAGE WILL COMPLY WITH C-2 REGULATIONS
 NOTE: INTERIOR MULTIPLE TENANT SIGNS WILL BE WALL PLAQUE TYPE & IN ACCORDANCE TO REGULATIONS

HCC
HCC Contracting, Inc.
 General Contractor
 Design Build
 3161 SABINE ST. Suite - A
 Forest Hill, TX 76119 214-803-0538

© 2016 by HCC CONTRACTING, INC. All rights reserved. The arrangements depicted herein are the sole property of HCC CONTRACTING, INC. and may not be reproduced in any form without its written permission.

THIS DRAWINGS REFLECT ARCHITECTURAL DESIGN ONLY AND ARE NOT FOR CONSTRUCTION. ALL WORK SHALL BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES APPLICABLE. IT IS RESPONSIBILITY OF THE OWNER AND CONTRACTOR TO VERIFY AND COMPLY WITH ALL THE RULES AND REGULATIONS APPLICABLE.

A NEW DEVELOPMENT PLAN FOR
1209 N. DAY MIAR RD.
 MANSFIELD, TEXAS

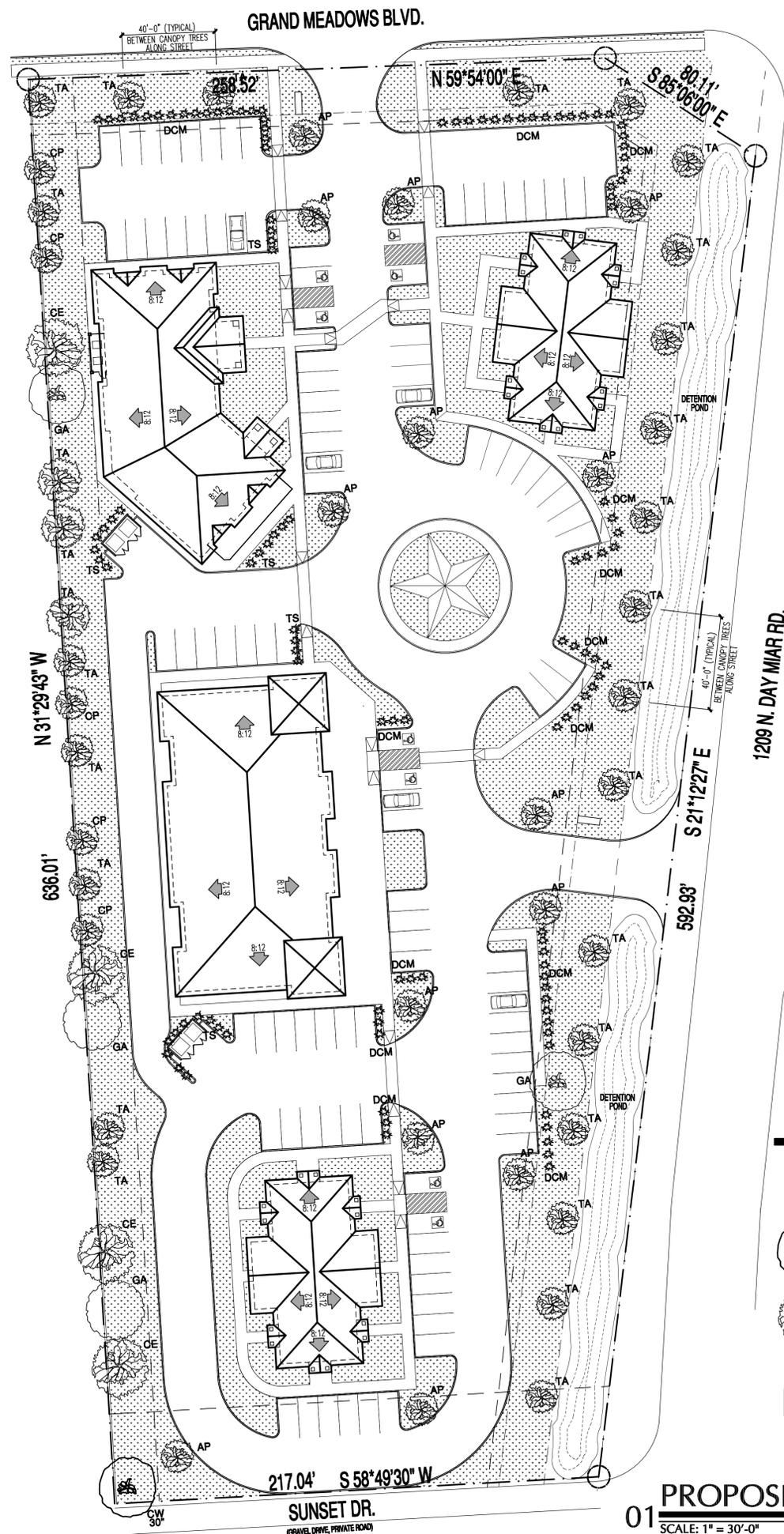
3.95 ACRES
 TRACT 2B & 2B-1
 A.N. CURRY SURVEY, ABSTRACT NO. 332
 TARRANT COUNTY, TEXAS

CASE NUMBER:	ZC#16-013
EXHIBIT:	EXHIBIT "C-1"
SHEET DESCRIPTION:	BUILDING 'A' FACADES
DRAWN BY: E.S.G.	REVISIONS: REV.1 12.02.2016
CHECKED BY: B.B.	
DATE: 08.01.2016	



01 PROPOSED FRONT ELEVATION - BUILDING "B" (PHASE - II)
 SCALE: 3/16" = 1'-0"
 EXTERIOR MATERIALS: 100% BRICK/STONE VENEER

 HCC <small>© 2016 by HCC CONTRACTING, INC. All rights reserved. The arrangements depicted herein are the sole property of HCC CONTRACTING, INC. and may not be reproduced in any form without its written permission.</small>	HCC Contracting, Inc. General Contractor Design Build 3161 SABINE ST. Suite - A Forest Hill, TX 76119 214-803-0538	A NEW DEVELOPMENT PLAN FOR 1209 N. DAY MIAR RD. MANSFIELD, TEXAS 3.95 ACRES TRACT 2B & 2B-1 A.N. CURRY SURVEY, ABSTRACT NO. 332 TARRANT COUNTY, TEXAS	CASE NUMBER: ZC#16-013 EXHIBIT: EXHIBIT "C-2" SHEET DESCRIPTION: BUILDING 'B' FACADE
	<small>THIS DRAWINGS REFLECT ARCHITECTURAL DESIGN ONLY AND ARE NOT FOR CONSTRUCTION. ALL WORK SHALL BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES APPLICABLE. IT IS RESPONSIBILITY OF THE OWNER AND CONTRACTOR TO VERIFY AND COMPLY WITH ALL THE RULES AND REGULATIONS APPLICABLE.</small>	DRAWN BY: <u>E.S.G.</u> REVISIONS: <u>REV.1 12.12.2016</u> CHECKED BY: <u>B.B.</u> DATE: <u>08.01.2016</u>	



PROPOSED PLANT/TREES SUMMARY CHART				
QTY.	SYM.	COMMON NAME	BOTANNICAL NAME	HT. NOTES
CANOPY TREES				
4	CE	CEDAR ELM	ULMUS CRASSIFOLIA	LARGE SIZE
28	TA	TEXAS ASH	FRAXINUS TEXSENSI	MEDIUM SIZE
4	GA	GREEN ASH	FRAXINUS PENNSYLVANICA	LARGE SIZE
6	CP	CHINESE PISTACHE	PISTACIA CHINENSIS	MEDIUM SIZE
ORNAMENTAL TREES				
14	AP	AUSTRIAN PINE	PINUS NIGRA	6'-8'
SHRUBS				
N/A	DCM	DWARF GRAPE MYRTLE	LAGERSTROEMIA INDICA	4'
N/A	TS	TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS	5'
GROUND COVERS				
60,988 SF +/-	BG	BERMUDA GRASS	CYNODON DACTYLON	-

NOTE:
FOUNDATION PLANTINGS IN ACCORDANCE TO SECTION 7300 IS REQUIRED

NOTE:
PLANTINGS SHALL BE SITUATED AROUND, ALONG OR ADJACENT TO THE LOW WING WALLS OR SCREENING WALLS REQUIRED IN SECTIONS 7301.A.2 AND 7301.B OF ZONING ORDINANCE

NOTE:
THE REQUIRED LANDSCAPING/BUFFERYARD LOCATED ALONG THE NORTH, EAST AND WEST SIDES, WILL BE INSTALLED DURING PHASE-1

NOTE:
ALL MINIMUM REQUIREMENTS REGARDING TREE SIZE (CALIPER OR NUMBER OF TRUNK/CANES) WILL BE MET AT THE TIME OF PLANTING.



LEGEND

- EXISTING TREE TO REMAIN
- PROPOSED NEW TREE (REF. PROPOSED TREE SUMMARY CHART)
- PROPOSED NEW DENSE EVERGREEN SHRUBBERY
- GRASS/TURF COVERED AREA

01 PROPOSED LANDSCAPE PLAN

SCALE: 1" = 30'-0"



HCC Contracting, Inc.
General Contractor
Design Build
3161 SABINE ST. Suite - A
Forest Hill, TX 76119 214-803-0538

© 2016 by HCC CONTRACTING, INC. All rights reserved. The arrangements depicted herein are the sole property of HCC CONTRACTING, INC. and may not be reproduced in any form without its written permission.

THIS DRAWINGS REFLECT ARCHITECTURAL DESIGN ONLY AND ARE NOT FOR CONSTRUCTION. ALL WORK SHALL BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES APPLICABLE. IT IS RESPONSIBILITY OF THE OWNER AND CONTRACTOR TO VERIFY AND COMPLY WITH ALL THE RULES AND REGULATIONS APPLICABLE.

A NEW DEVELOPMENT FOR
1209 N. DAY MIAR RD.
MANSFIELD, TEXAS

3.95 ACRES
TRACT 2B & 2B-1
A.N. CURRY SURVEY, ABSTRACT NO. 332
TARRANT COUNTY, TEXAS

CASE NUMBER:	ZC#16-013
EXHIBIT:	EXHIBIT "D"
SHEET DESCRIPTION:	LANDSCAPE PLAN
DRAWN BY: E.S.G.	REVISIONS: REV. 1 12.12.2016
CHECKED BY: B.B.	
DATE: 08.01.2016	



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2142

Agenda Date: 1/9/2017

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Public Hearing and Consideration of a Request for an Alternate Location for a Roof-Mounted Solar Panel System Under Section 7800.B.37.H of the Zoning Ordinance to Allow Solar Panels on the Front Roof Slope of the House Facing a Public Street at 405 Forestridge Drive; Steve Owusu-Ansah (SP#17-001)

Requested Action

To consider the subject request

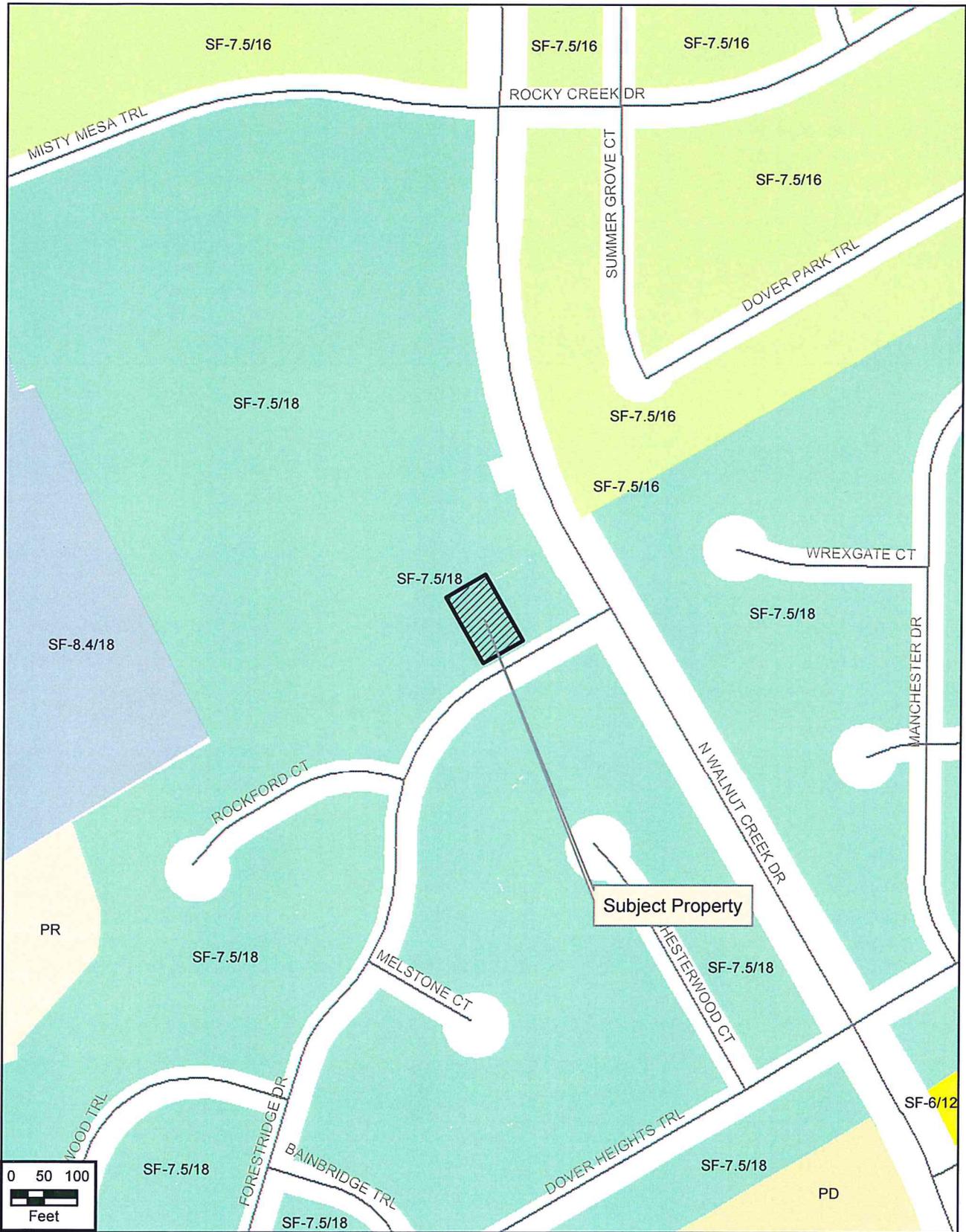
Description/History

The Zoning Ordinance allows roof-mounted solar panel systems on a residence provided that the panels are not located on a front or side roof slope facing a public street. The City Council may approve an alternate location at one (1) meeting after holding a public hearing and written notice sent to owners of real property within 200 feet of the request.

The homeowner at 405 Forestridge Drive is requesting that solar panels be allowed on the front slope of his roof facing the street. The applicant's letter states that a vaulted ceiling at the rear of the house will not support the weight of a solar panel array. If solar panels are allowed on the front roof slope instead, the energy produced would be approximately 78% of the home's electricity usage, as opposed to approximately 55% energy production if the panels were limited to the side roof slopes. The applicant has provided more details in his letter of request.

Prepared By

Felix Wong, Director of Planning
817-276-4228



SP# 17-001

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.

12/14/2016



Property Owner Notification for SP# 17-001

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
DOVER HEIGHTS ADDITION	BLK 1	CRAIG, KEVIN L	6 WREXGATE CT	MANSFIELD, TX	76063-2890
DOVER HEIGHTS ADDITION	BLK 1	SMITH, DENNIS J	7 WREXGATE CT	MANSFIELD, TX	76063-2890
DOVER HEIGHTS ADDITION	BLK 10	OKEREKE, JOSEPHAT A	310 FORESTRIDGE DR	MANSFIELD, TX	76063-7588
DOVER HEIGHTS ADDITION	BLK 10	GARZA, DANIEL	400 FORESTRIDGE DR	MANSFIELD, TX	76063-8806
DOVER HEIGHTS ADDITION	BLK 10	SEIBERT, RANDY W	402 FORESTRIDGE DR	MANSFIELD, TX	76063
DOVER HEIGHTS ADDITION	BLK 10	DABNEY, JAROD	404 FORESTRIDGE DR	MANSFIELD, TX	76063-8806
DOVER HEIGHTS ADDITION	BLK 10	PLAYER, APRIL P	406 FORESTRIDGE DR	MANSFIELD, TX	76063-8806
DOVER HEIGHTS ADDITION	BLK 10	THIBERT, MICHAEL E	2812 CHESTERWOOD CT	MANSFIELD, TX	76063-8809
DOVER HEIGHTS ADDITION	BLK 10	REED, RON	2814 CHESTERWOOD CT	MANSFIELD, TX	76063
DOVER HEIGHTS ADDITION	BLK 10	LOPEZ, MICHAEL	2811 CHESTERWOOD CT	MANSFIELD, TX	76063-8809
DOVER HEIGHTS ADDITION	BLK 11	BAUER, JOSEPH M	2902 ROCKFORD CT	MANSFIELD, TX	76063-7590
DOVER HEIGHTS ADDITION	BLK 11	ADLER, KIMBERLY	2900 ROCKFORD CT	MANSFIELD, TX	76063
DOVER HEIGHTS ADDITION	BLK 11	GARDNER, CLARENCE LIONEL	403 FORESTRIDGE DR	MANSFIELD, TX	76063-8843
DOVER HEIGHTS ADDITION	BLK 11	OWUSU-ANSAH, STEVE	405 FORESTRIDGE DR	MANSFIELD, TX	76063-8843
DOVER HEIGHTS ADDITION	BLK 11	CHILDRESS, JAMES E	407 FORESTRIDGE DR	MANSFIELD, TX	76063-8843
WILLOWSTONE ESTATES- MANSFIELD	BLK 12	HUMPHRIES, EUGENE	400 DOVER PARK TR	MANSFIELD, TX	76063-8803
WILLOWSTONE ESTATES- MANSFIELD	BLK 12	IYALHO, SYLVIE	3097 SUMMER GROVE CT	MANSFIELD, TX	76063-8802
WILLOWSTONE ESTATES- MANSFIELD	BLK 4	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766

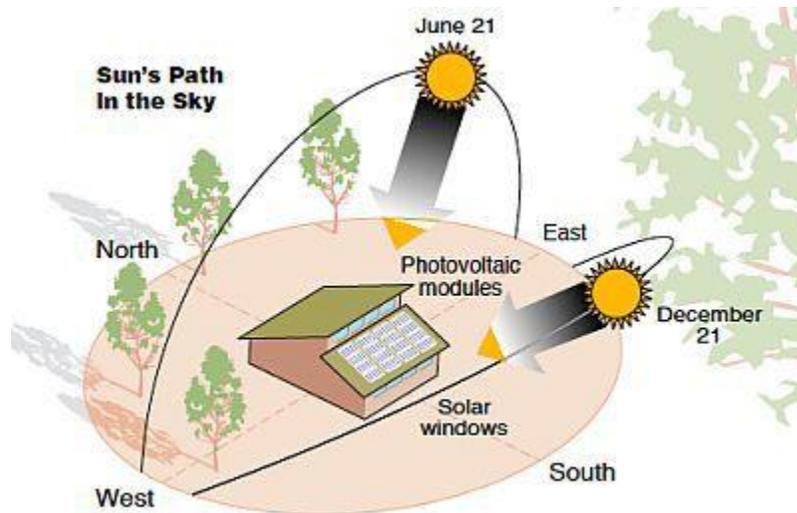
Steve Owusu-Ansah
405 Forestridge Dr
Mansfield TX 76063
(817) 714-8965
sowusu@sbcglobal.net

December 14, 2016

City Council: Mansfield Texas
122 East Broad St
Mansfield, TX 76063

To the City Council,

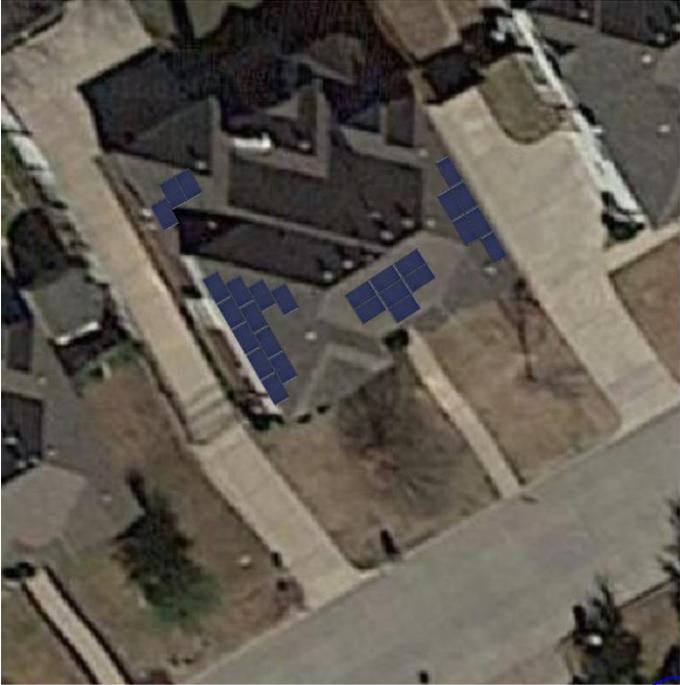
I am writing to request permission for solar panels be installed on the south, east, and west sides of my home. Of particular request, is installation on the front of the house facing the street, which is the south part of our home. The south part of our home receives the most sunlight during the day and as such is optimal for solar electricity production.



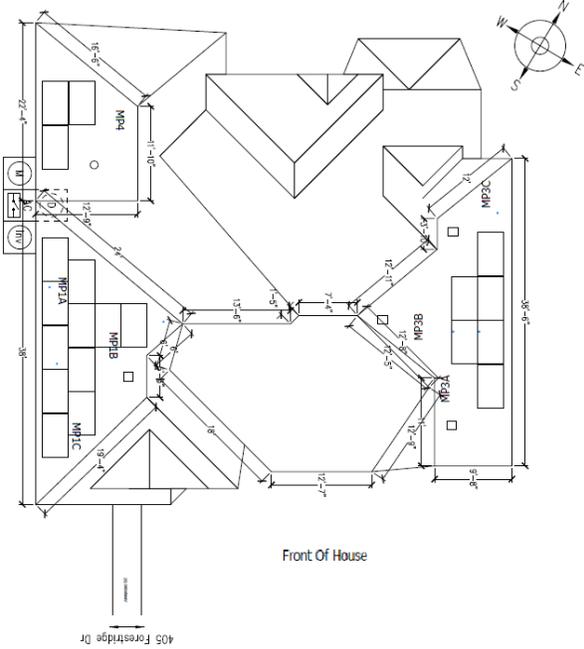
(Image: <https://livingsolarpower.wordpress.com/2013/03/08/how-the-sun-moves-through-the-sky/>)

The back of our home, which is facing north, unfortunately is a vaulted ceiling and cannot support the weight of solar panels. Vaulted ceilings are ones which do not have attic space between the ceiling and roof, and as such are not sturdy enough to support solar panels.

Our home currently uses **11,990 kWh** of electricity per year. We would like to place as many solar panels as possible on our home to achieve the maximum solar panel electricity production. Per the image below, our home would be able to support an estimated 27 solar panels utilizing the front and sides of our home. 27 panels would produce **9366 kWh** of electricity per year.



If we are not allowed to utilize the front of our home for solar panels, we will be able to install 20 solar panels on the sides of the home. With 20 panels we will only be able to produce **6588 kWh** of electricity per year. (Image below).



We respectfully request permission to place solar panels on both the front and sides of the home to achieve maximum solar energy production (**9,366 kWh**). We submit this request for the purpose of increasing our long term energy savings and in the hopes of positively impacting our environment by effectively utilizing modern renewable energy technologies.

Respectfully,
Steve Owusu-Ansah

Summary:

Current Yearly Home Electricity Needs:	11,990 kWh
Energy Produced with 27 Solar Panels Utilizing Front and Sides of Home:	9,366 kWh
Energy Produced with 20 Solar Panels Utilizing Only Sides of Home:	6,588 kWh





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2146

Agenda Date: 1/9/2017

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 PD, Planned Development for Office, Retail and Service Uses on Approximately 3.296 Acres Generally Located South of Mansfield-Webb Road and approximately 470 feet West of the City Limits; Mansfield-Webb, LLC (ZC#16-016)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on December 19, 2016, and voted 4 - 2 (Wilshire and Knight) to recommend approval. Commissioner Horn was absent.

Description/History

The property is located between Villaggio Apartments and the Northside Church of Christ. The applicant is proposing a four-building office/retail center. The buildings are approximately 4,000 square feet each and are predominantly brick and stone with an 8/12 pitch roof. There is a drainage swale along the west and south side of the development. The applicant plans to leave the floodplain fringe in a natural state and use the existing vegetation and some new landscaping for screening in lieu of the required 8-foot masonry wall. Other deviations include a reduction of the street landscape setback from 20 feet to 15 feet.

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 A PD, PLANNED DEVELOPMENT DISTRICT FOR OFFICE, RETAIL AND SERVICE USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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 PD, Planned Development for office, retail and service uses; 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 development plan shown on Exhibits "B" through "D" 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 _____, 2017.

Second reading approved on the _____ day of _____, 2017.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2017.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

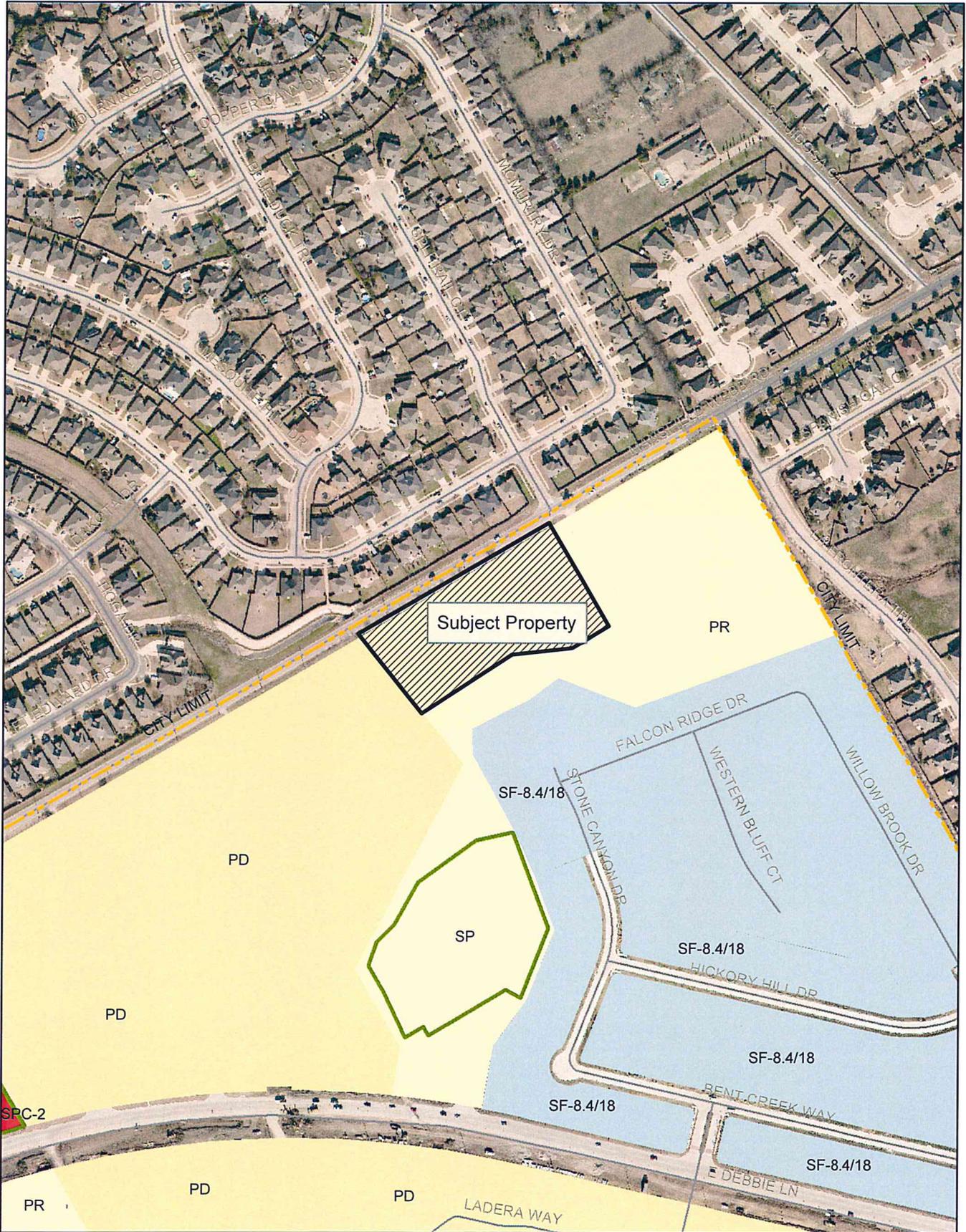
Allen Taylor, City Attorney



ZC# 16-016

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.

11/10/2016



Property Owner Notification for ZC# 16-016

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
GRIMSLEY, JAMES SURVEY	A 578	ARB/OP GLOBAL CAPITAL LLC	21 TRANQUIL POND	FRISCO, TX	75034
NORTHSIDE CHURCH OF CHRIST	BLK 1	NORTHSIDE CH OF CHRIST MANSF	1820 MANSFIELD WEBB RD	ARLINGTON, TX	76002-3724
VILLAS DI LUCCA ADDN	BLK 1	VILLAGGIO LP	5485 BELTLINE RD STE 300	DALLAS, TX	75254

EXHIBIT "A"

ZC#16-016

MANSFIELD-WEBB OFFICE CENTER

3.296 ACRES ~ MANFIELD-WEBB ROAD @ LA FRONTERA TRAIL

MANSFIELD, TEXAS

LEGAL LAND DESCRIPTION:

BEING 3.296 acres or (143,588 square feet) of land in the James Grimsley Survey, Abstract No. 578, City of Mansfield, Tarrant County, Texas, said 3.296 acres or (143,588 square feet) being a portion of that certain tract or parcel of land described in a General Warranty Deed to Five Oaks Creek, LLC (hereinafter referred to as Five Oaks Creek tract), as recorded in Document Number D213150846, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 3.296 acres or (143,588 square feet) being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the most Westerly corner of said Five Oaks Creek tract, same being the Northeastly line of that certain tract of land described as Villas Di Lucca Addition (hereinafter referred to as Villas Di Lucca Addition), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Document Number D215101068, Plat Records, Tarrant County, Texas (P.R.T.C.T.), same also being in the Southeastly margin of Mansfield-Webb Road (variable width right-of-way);

THENCE North 59 degrees 36 minutes 37 seconds East, departing the Northeastly line of said Villas Di Lucca Addition and with the Northwestly line of said Five Oaks Creek tract and also with the Southeastly margin of said Mansfield-Webb Road, a distance of 557.93 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for a Northwestly corner of said Five Oaks Creek tract, same being the Southwestly line of that certain tract of land described as Northside Church of Christ (hereinafter referred to as Northside Church of Christ), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 2557, P.R.T.C.T.;

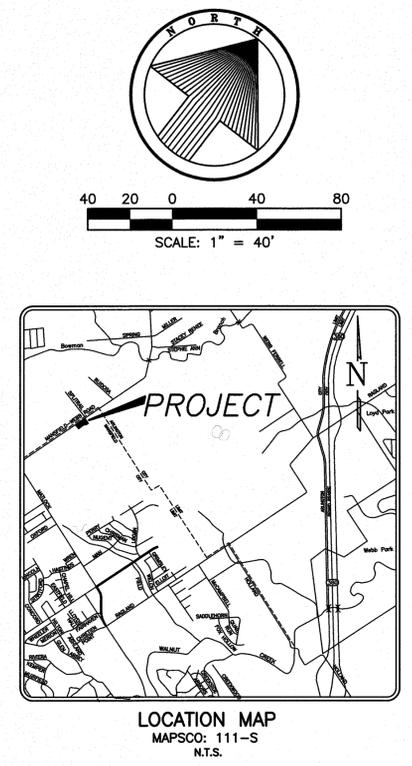
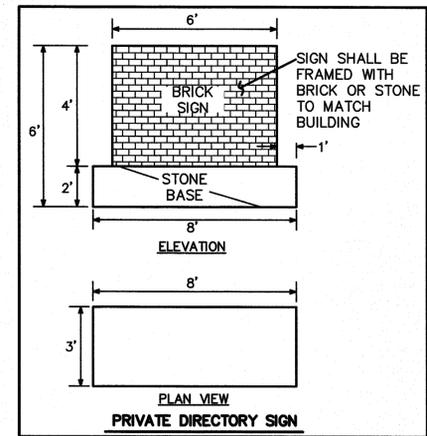
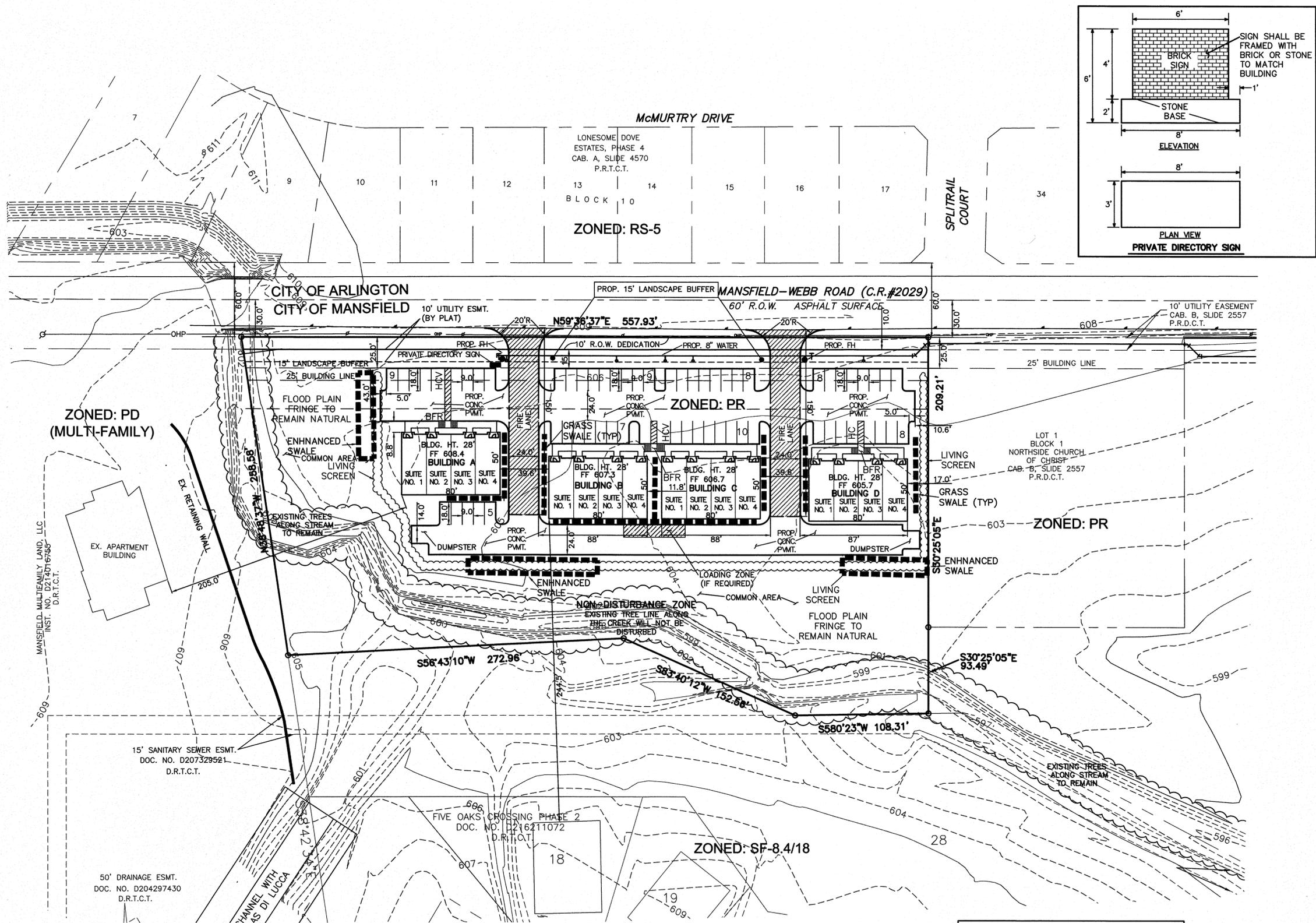
THENCE South 30 degrees 25 minutes 05 seconds East, departing the Southeastly margin of said Mansfield-Webb Road and with the common line between said Five Oaks Creek tract and said Northside Church of Christ, passing at a distance of 1.09 feet, the Westerly corner of that certain tract of land described as Lot 1, Block 1 of said Northside Church of Christ and continue with said course and the common line between said Five Oaks Creek tract and said Northside Church of Christ for a total distance of 209.21 feet to a one-half inch iron rod found for an angle point in the Northwestly line of said Five Oaks Creek tract, same being the Southerly corner of said Northside Church of Christ;

THENCE South 30 degrees 25 minutes 05 seconds East, crossing said Five Oaks Creek tract, a distance of 93.49 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Southeastly line of said Five Oaks Creek tract, same being the Northwestly line of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to CTMGT Five Oaks Creek, LLC (hereinafter referred to as CTMGT Five Oaks Creek tract), as recorded in Document Number D213146241, O.P.R.T.C.T.;

THENCE with the common line between said Five Oaks Creek tract and said CTMGT Five Oaks Creek tract for the following 3 courses:

1. South 58 degrees 48 minutes 23 seconds West, a distance of 108.31 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
2. South 83 degrees 40 minutes 12 seconds West, a distance of 152.56 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
3. South 56 degrees 43 minutes 10 seconds West, a distance of 272.96 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the most Southerly corner of said Five Oaks Creek tract, same being the most Westerly corner of said CTMGT Five Oaks Creek tract, same also being the Northeastly line of the aforesaid Villas Di Lucca Addition;

THENCE North 38 degrees 48 minutes 37 seconds West with the common line between said Five Oaks Creek tract and said Villas Di Lucca Addition, a distance of 258.58 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 3.296 acres or (143,588 square feet) of land.



PROJECT SITE DATA:

GENERAL:

Name of Project:	Mansfield-Webb Office Center
Proposed Use:	C-2 Commercial Business District
Existing Zoning District:	PR (Pre-Development District)
Proposed Zoning District:	PD
County:	Tarrant

OVERALL SITE:

FAR (Floor Area Ratio)	11%
Gross Site Area:	3.296 Acres
Open Space (Greenbelt, Flood Plain Fringe)	1.55 Acres
Landscape Buffer	0.206 Acres

PARKING

4 Buildings @ 4,000 S.F.	TOTAL	16,000 S.F.
Parking ratio:		1:250
Parking req'd:		Varies by use per section
		7200B plus modification herein
Parking provided:		64 Spaces

ZONING (CITY OF MANSFIELD)

PR	Pre-Development District
PD	Planned Development
SF-8.4/18	Single Family Residential District - (Min. 8,400sf lots)

ZONING (CITY OF ARLINGTON)

RS-5	Single-Family Detached Residential (Min. 5,000sf Lots)
------	--

MODIFICATIONS TO ZONING:

Perimeter Screening:

- 1) A living screen will be used in lieu of a masonry screening wall.

Parking:

- 1) Required parking for medical office shall be 1 space per 250 sq. ft. of building area.

Street Landscape Setback:

- 1) Street Landscape setback shall be 15 feet.

WATER QUALITY NOTES:

1. POST-CONSTRUCTION WATER QUALITY SYSTEMS WILL BE PROVIDED AS A TREATMENT TRAIN:
 - A. GRASS SWALES FOR PRIMARY TREATMENT
 - B. ENHANCED SWALES FOR WQv TREATMENT
2. THE IMPROVEMENTS SHOWN ARE CONCEPTUAL. ACTUAL SIZES AND LOCATION OF WATER QUALITY SYSTEMS WILL BE ESTABLISHED IN FINAL DESIGN.

NOTES:

1. There will be no Outside Storage as part of this development.
2. A mandatory owners association will be responsible for the maintenance of the landscaping and common areas shown hereon.
3. The owners association and associated documents shall be filed in accordance with the City of Mansfield policies. These documents must be reviewed by the City Attorney prior to filing the final plat. The documents shall be filed with the final plat at Tarrant County when deemed necessary by the attorney. The documents shall be submitted in a timely manner to allow for a minimum of 60 days review. Failure to submit the documents or incomplete documents may result in delay of construction, acceptance of the subdivision or delay in approval of a building permit. The City does not accept the responsibility for any delays in construction, approval or acceptance of the subdivision caused by the failure to submit the association documents or the inaccuracy of the documents.
4. The proposed development will be in accordance with the provisions of the approved Planned Development District and all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.

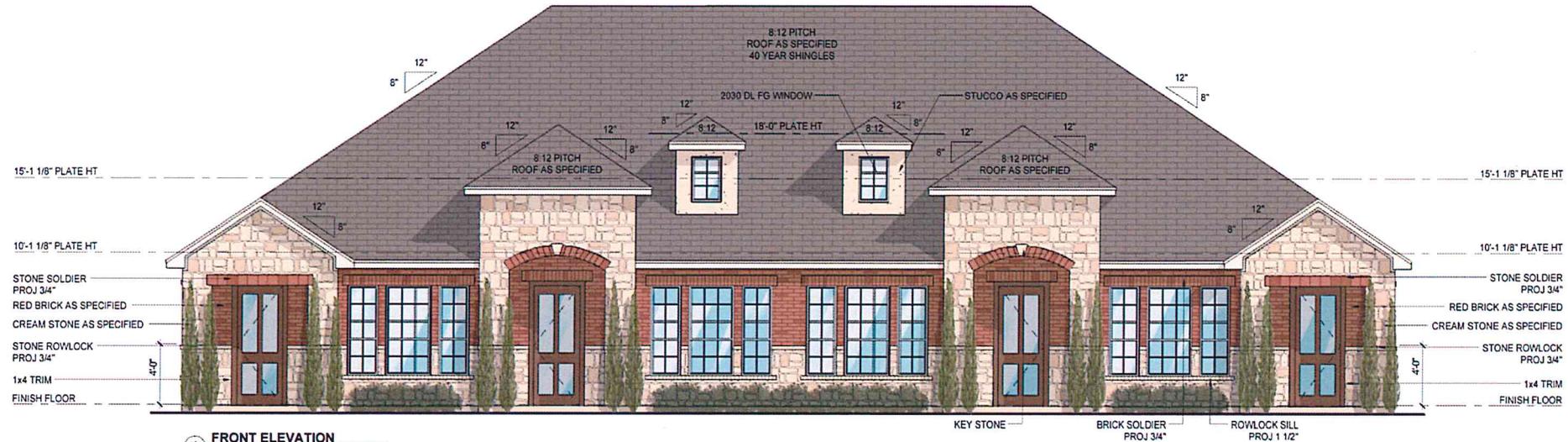
LEGEND

HCV	Handicap Van Accessible
HC	Handicap
BFR	Barrier Free Ramp
1	Parking Spaces

OWNER/APPLICANT:
 JAMES JOHNSTON
 21 TRANQUIL POND
 FRISCO, TEXAS 75034
 972-668-7710

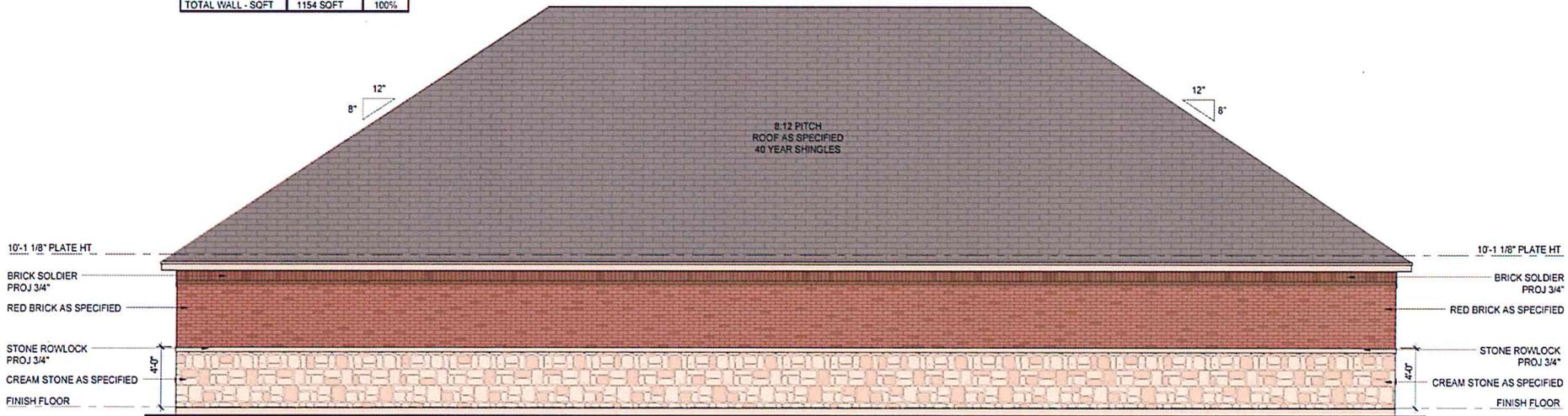
ENGINEER:
 MACATEE ENGINEERING, LLC
 3519 MILES ST.
 DALLAS, TEXAS 75209
 (214) 373-1180

EXHIBIT "B"
 CASE NO. ZC#16-016
DEVELOPMENT PLAN
SITE PLAN
MANSFIELD-WEBB OFFICE CENTER
 JAMES GRIMSLEY SURVEY, ABSRTACT NO. 578
 CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
 3.296 AC. OR 143,488 SQ. FT.
 1 LOT
 JANUARY 2017



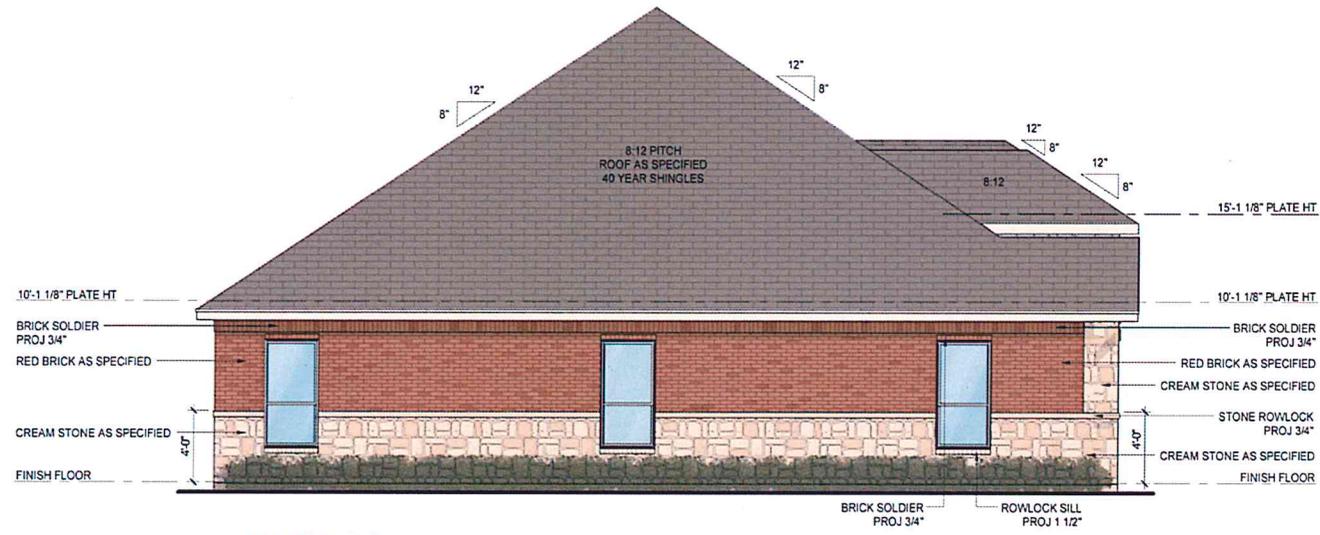
1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

MASONRY SQUARE FOOTAGE CHART		
STUCCO - SQFT	23 SQFT	2%
RED BRICK - SQFT	404 SQFT	35%
CREAM STONE - SQFT	727 SQFT	63%
TOTAL WALL - SQFT	1154 SQFT	100%



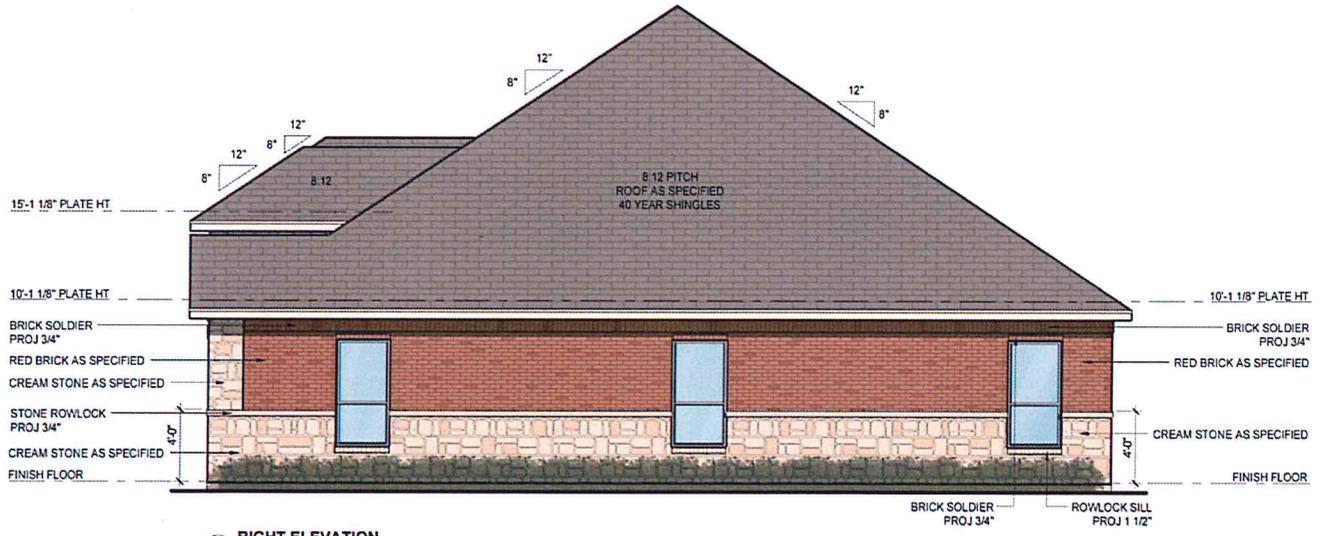
2 REAR ELEVATION
SCALE: 1/8" = 1'-0"

MASONRY SQUARE FOOTAGE CHART		
RED BRICK - SQFT	408 SQFT	56%
CREAM STONE - SQFT	320 SQFT	44%
TOTAL WALL - SQFT	728 SQFT	100%



1 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

MASONRY SQUARE FOOTAGE CHART		
STUCCO - SQFT	27 SQFT	5%
RED BRICK - SQFT	209 SQFT	38%
CREAM STONE - SQFT	313 SQFT	57%
TOTAL WALL - SQFT	549 SQFT	100%



2 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

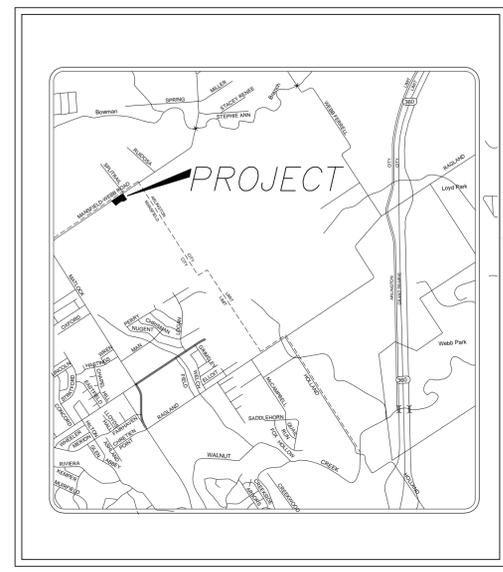
MASONRY SQUARE FOOTAGE CHART		
STUCCO - SQFT	27 SQFT	5%
RED BRICK - SQFT	209 SQFT	38%
CREAM STONE - SQFT	313 SQFT	57%
TOTAL WALL - SQFT	549 SQFT	100%

DATE PREPARED: 10/19/2016
 DATE REVISED: 01/02/2017

E. BROOKE ASSOCIATES
 8624 Ferguson Rd #570527
 Dallas, Texas 75228
 817-219-2665
 erin@ebrooke.com

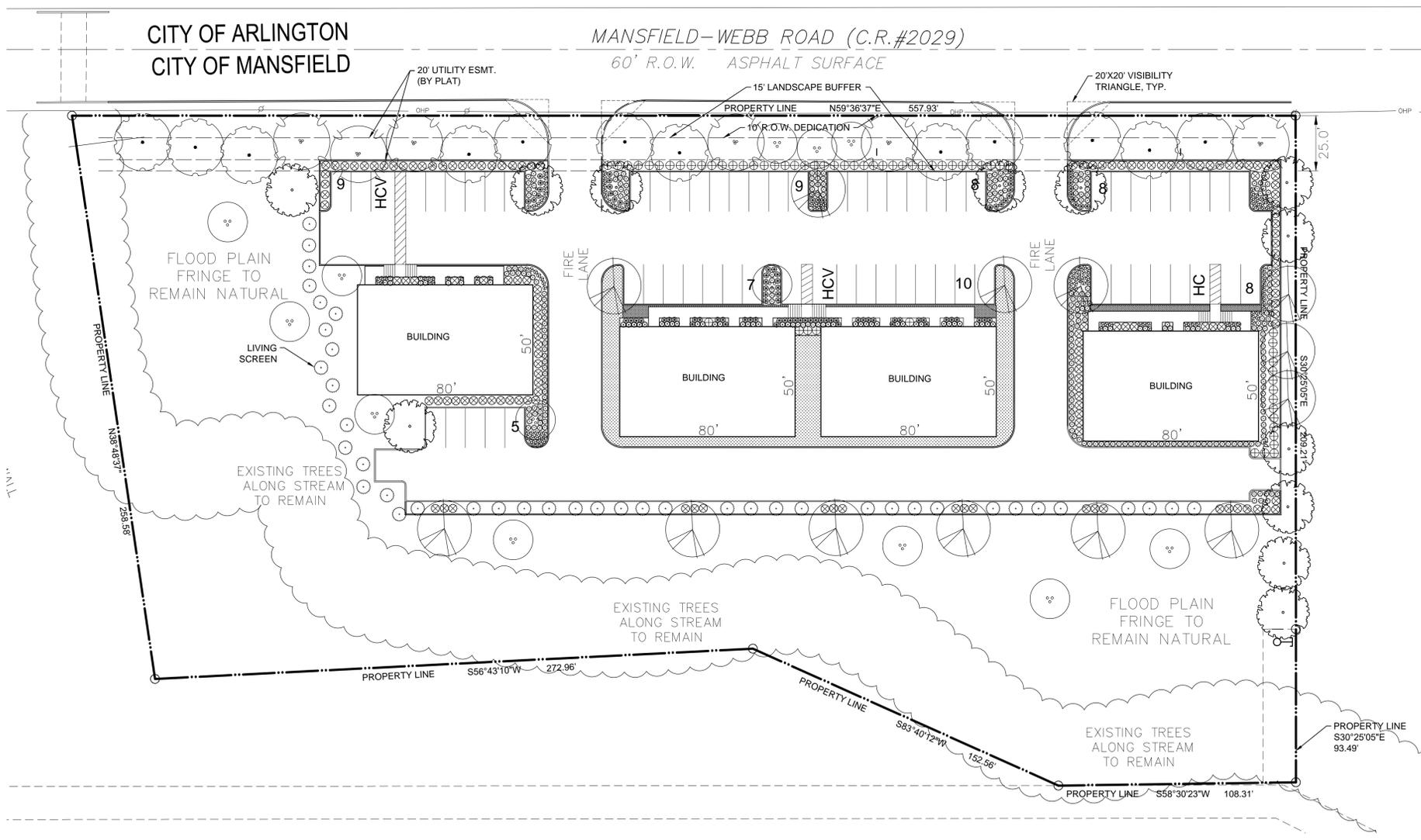
E. BROOKE ASSOCIATES

MANSFIELD - WEBB OFFICE CENTER
 CITY OF MANSFIELD, TEXAS



VICINITY MAP

NTS



SITE INFORMATION

ZONING DISTRICT:	PD
PROPERTY AREA:	143,584 SF 3.296 ACRES
PROPOSED USE:	COMMUNITY BUSINESS
LANDSCAPE REQUIREMENTS	
BUFFER YARDS:	SEE CHART
SCREENING WALLS:	SEE CHART
PARKING LOT INTERNAL LANDSCAPING	
REQUIRED TREES:	
• 1 PER 10 P/S=	6 TREES
• 1 PER LANDSCAPE ISLAND=	9 TREES
• 1 PER PARKING END CAP=	3 TREES
TOTAL REQUIRED :	18 TREES
TOTAL PROVIDED :	18 TREES
FOUNDATION AREA LANDSCAPING	
4' MINIMUM LANDSCAPE STRIP ADJACENT TO ALL BUILDING FACADES FACING A PUBLIC STREET OR PUBLIC ENTRANCE.	
OTHER LANDSCAPE AREAS	
REQUIRED AREA:	14,358 SF 10% OF SITE
PLANTING AREA:	13,436 SF
TURF AREA:	2,583 SF
TOTAL PLANTING AREA PROVIDED:	16,019 SF 11% OF SITE
OPEN SPACE GREENBELT; FLOODPLAIN FRINGE:	1.55 ACRES

CASE NO. ZC#16-016

PLANT MATERIAL LIST SUMMARY CHART

QNTY	SYM	COMMON NAME	BOTANICAL NAME	SIZE	HT NOTES
CANOPY TREES					
12	AP	AFGHAN PINE	<i>Pinus elderica</i>	3.5" CAL.	SINGLE TRUNK
6	AE	AMERICAN ELM	<i>Ulmus americana</i>	3.5" CAL.	SINGLE TRUNK
13	LE	LACEBARK ELM	<i>Ulmus parvifolia</i>	3.5" CAL.	SINGLE TRUNK
12	BO	BUR OAK	<i>Quercus macrocarpa</i>	3.5" CAL.	SINGLE TRUNK
ORNAMENTAL TREES					
10	VA	VITEX	<i>Vitex agnus-castus</i>	30 GAL.	8'-10'
SHRUBS					
43	WM	WAX MYRTLE	<i>Myrica cerifera</i>	5 GAL.	AS SHOWN
143	SY	SOFT LEAF YUCCA	<i>Yucca recurvifolia</i>	5 GAL.	AS SHOWN
63	TS	TEXAS SAGE	<i>Leucophyllum frutescens 'green cloud'</i>	5 GAL.	AS SHOWN
93	PA	PARRY AGAVE	<i>Agave parryi</i>	3 GAL.	AS SHOWN
273	LB	LITTLE BLUESTEM	<i>Schizachyrium scoparium</i>	3 GAL.	AS SHOWN
38	CF	PURPLE CONE FLOWER	<i>Echinacea purpurea</i>	1 GAL.	AS SHOWN
111	AP	BLACKFOOT DAISY	<i>Melampodium leucanthum</i>	1 GAL.	AS SHOWN
GROUNDCOVERS					
287	CB	COMMON BERMUDA	<i>Cynodon dactylon</i>		SOD - SY
MULCH MATERIAL					
1012	DC	DECOMPOSED GRANITE*			SY

*DECOMPOSED GRANITE TO BE USED AS MULCH THROUGHOUT ALL PLANT BED AREAS

SUMMARY CHART - BUFFERYARDS/SETBACKS							
Location of Buffer Yard or Setback	Required / Provided	Length	Width/Type	Canopy Trees	Ornamental Trees	Shrubs	Screening Wall / Device Height & Material
North	Required	558'	BY 15'	18			3' MIN LIVING SCREEN
	Provided		15'	18	3	87	3' MIN LIVING SCREEN
East	Required	302'	BY 10'	12			6' MASONRY WALL*
	Provided		10'	9		33	LIVING SCREEN PROVIDED BY EXISTING VEGETATION
South	Required	533'	BY 20'	21			6' MASONRY WALL*
	Provided		20'				LIVING SCREEN PROVIDED BY EXISTING VEGETATION
West	Required	258'	BY 10'	10			6' MASONRY WALL*
	Provided		10'				PROVIDED BY EXISTING VEGETATION

* THE REQUIRED 6' MASONRY WALL IS TO BE REPLACED BY A LIVING SCREEN WALL AS AN ALTERNATE ALONG THE EASTERN, SOUTHERN AND WESTERN BORDERS OF THE PROPERTY



1

LANDSCAPE PLAN - EXHIBIT "D"

SCALE: 1" = 30'-0"



OWNER/APPLICANT:
 JAMES JOHNSTON
 21 TRANQUIL POND
 FRISCO, TEXAS 75034
 972-668-7710

ENGINEER:
 MACATEE ENGINEERING, LLC
 3519 MILES ST.
 DALLAS, TEXAS 75209
 (214) 373-1180

LANDSCAPE ARCHITECT:
 E. BROOKE ASSOCIATES, LLC
 8624 FERGUSON RD. #570527
 DALLAS, TEXAS 75228
 (817) 219-2665

JAMES GRIMSLEY SURVEY, ABSRTACT NO. 578
 CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
 3.296 AC. OR 143,488 SQ. FT.

SEPTEMBER 2016



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2149

Agenda Date: 1/9/2017

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading of an Ordinance Changing the Speed Limit on US Highway 287 between Lone Star Road and South City Limits to a Regulatory Construction Speed of 55 MPH

Requested Action

Adoption of the Ordinance

Recommendation

Approval of the speed limit change on US Hwy 287 between Lone Star Road and South City Limits.

Description/History

During the SH 360 Design Build Project construction crews will be working on and in the vicinity of the US Hwy 287 main lanes. The existing speed limit on US Hwy 287 between Lone Star Road and the South City Limits is posted at 65 MPH. To increase safety for the workers and the traveling public, TxDOT has requested the posted regulatory construction speed limit be reduced to 55 MPH.

The State will be responsible for the items of work (signs, etc.) to accomplish this request. The existing regulatory signs will be covered or removed during construction and work zone regulatory signs will be installed. All the items of work will be carried out and completed by the State with no cost to the City.

At the completion of the project, the posted 65 MPH speed limit will be reinstated. At such time staff will request Council to support the posted 65 MPH speed limit.

Justification

TxDOT is requesting this speed limit reduction to increase safety for the construction workers and traveling public while SH 360/US Hwy 287 is under construction.

The Public Works Director will be in attendance at the meeting to answer Council's questions.

Funding Source

N/A

Prepared By

David Boski, P.E., Asst. Director of Public Works - Transportation
817-276-4208

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 73, OF THE TRAFFIC CODE OF ORDINANCES, CITY OF MANSFIELD, TEXAS, PURSUANT TO SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE CONCERNING THE AUTHORITY TO ALTER SPEED LIMITS ON SPECIFIC STREETS AND HIGHWAYS BEING AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, REGULATING SPEED LIMITS ON HIGHWAYS AND ROADWAYS, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MANSFIELD AS SET OUT IN THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF AN EFFECTIVE DATE; AND PROVIDING A PENALTY.

WHEREAS, Section 545.356, Texas Transportation Code, provide that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway, with the City taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway.

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

SECTION 1.

THAT, upon the basis of an engineering and traffic investigation having been made for the highway(s) referenced in Section 2 below as authorized by the provisions of section 545.356 of the Texas Transportation Code, the prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe.

SECTION 2.

THAT, Chapter 73 of the Code of Ordinances (Exhibit "A"), City of Mansfield shall be amended as follows:

Replace

- US Hwy 287 from North City Limit to South City Limits zoned at 70 MPH

With

- US Hwy 287 from North City Limits to Lone Star Road zoned at 70 MPH
- US Hwy 287 from Lone Star Road to South City Limits zoned at 55 MPH

SECTION 3.

This ordinance shall and does amend and/or repeal every prior Ordinance or rule or regulation or policy in conflict herewith, but as to all other Ordinances or rules or regulations or policies or sections of Ordinances or rules or regulations or policies not in conflict herewith, this Ordinance shall be and is hereby made cumulative.

SECTION 4.

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

SECTION 5.

Any person, firm, or corporation violating any of the provisions of this ordinance or the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon the conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) 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 be effective from and after its adoption and publication as required by law.

First reading approved on the ____ day of _____, 2017.

Second reading approved on the ____ day of _____, 2017.

DULY PASSED on the third and final reading by the City Council of the City of

Mansfield, Texas, this ____ day of _____, 2017.

ATTEST:

APPROVED:

Jeanne Heard, City Secretary

David L. Cook, Mayor



200 NORTH STATE HIGHWAY 360, BUILDING 2, MANSFIELD, TEXAS 76063 | 817.225.4659 |

December 9, 2016

David Boski, P.E.
Transportation Engineer
City of Mansfield
1200 East Broad Street
Mansfield, TX 76063

RE: SH 360 Design Build Project, CSJ 2266-02-136
Regulatory Construction Speed Zone Reduction Request

Dear Mr. Boski:

This letter is a request for regulatory construction speed zone reduction for the existing US 287 travel lanes throughout the limits of the SH 360 Design Build Project in the City of Mansfield. Reference the enclosed Exhibit 1 for specific locations. The requested regulatory construction speed is 55 mph. The existing US 287 travel lanes are currently posted at 65 mph.

The State will be responsible for the items of work to accomplish this request, and these items of work will be carried out and completed by the State, at no cost to the City of Mansfield. The existing regulatory speed limit signs will be covered or removed during construction, and work zone regulatory signs will be installed. At the completion of project construction, the existing regulatory speed limit signs will be uncovered or re-installed. TxDOT will inform City of Mansfield prior to the Project Substantial Completion date, at which time the construction speed zone reduction will expire.

TxDOT respectfully requests your immediate attention to this request. TxDOT believes that the construction speed zone reduction to 55 mph will increase the safety of the traveling public and construction crews and, therefore, is in the best interest of the citizens.

If you should have any questions concerning this matter, please feel free to contact me at (817) 225-4662 or via email at tony.payberah@txdot.gov.

Sincerely,

Tony Payberah, P.E.
SH 360 PPP Project Manager
Texas Department of Transportation

Attachments

cc: Renee Lamb, P.E., Strategic Projects Division
Loyl Bussell, P.E., Fort Worth Deputy District Engineer
John Hudspeth, P.E., Dallas Director of Operations

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2125

Agenda Date: 1/9/2017

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 Approving a Zoning Change from PR, Pre-Development to I-1, Light Industrial District on Approximately 14.5 Acres Generally Located West of S. 7th Avenue and North of Hanks Drive; Mansfield Economic Development Corporation (ZC#16-021)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on November 21, 2016, and voted 7-0 to recommend approval.

Description/History

The MEDC anticipates a user for the northern half of the 14.5 acre tract and wishes to rezone the whole tract to I-1 for that user and future users.

A water tower could be located in the southeast corner of the tract once the road alignment is determined.

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 I-1 LIGHT INDUSTRIAL 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 district classification of I-1, Light Industrial 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

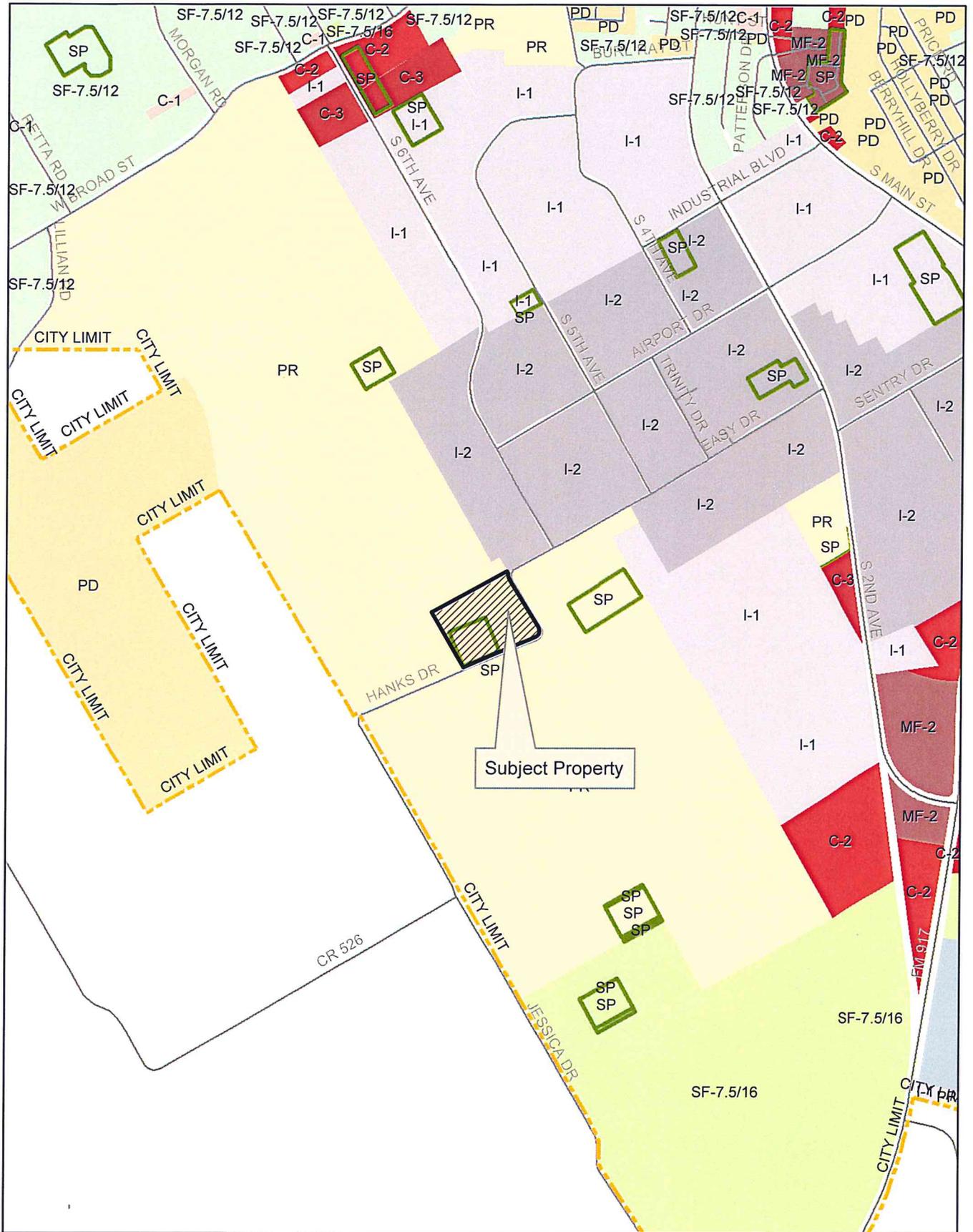
ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney





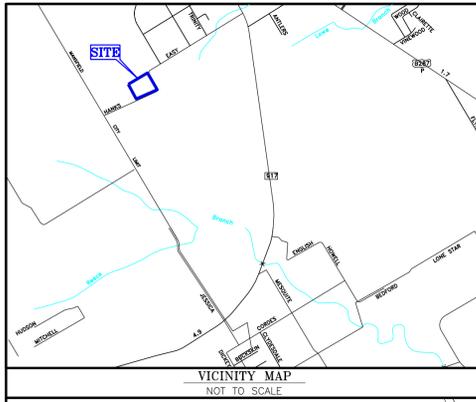
ZC# 16-021

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

Property Owner Notification for ZC# 16-021

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BGTW ADDITION	BLK 1	BGTW GROUP LLC	950 S 6TH AVE	MANSFIELD, TX	76063
J Q WHEELER	TR 2, 4	RATJEN JAMES NEAL	4409 CR 613	ALVARADO, TX	76009
T J HANKS	TR 3	KNAPP JAMES H JR TR	P O BOX 637	RIO VISTA, TX	76093-0637
T J HANKS	TR 4	JOHNSTON MARY ANN BROWN	915 RIVIERA DR	MANSFIELD, TX	76063-3714
W M STILES	TR 1	KNAPP JAMES J JR	P O BOX 637	RIO VISTA, TX	76093-0637
W M STILES	TR 2	BUSBEE JOE & DON MOORE ETAL	8200 E FM 917	ALVARADO, TX	76009
W M STILES	TR 3	KIMBROUGH IRA T & ANDREE E	7197 W HWY 67	WALNUT SPRINGS, TX	76690
W M STILES	TR 3A	MANSFIELD ISD	605 E BROAD ST	MANSFIELD, TX	76063



**ZC#16-021
EXHIBIT A**

BRITAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
TEL (817) 926-0211
FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@britain-crawford.com
WEBSITE: www.britain-crawford.com
FIRM CERTIFICATION# 1019000
© 2013 Britain & Crawford, LLC
All Rights Reserved

EASEMENT NOTES

REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO. 2017-195101-RU, EFFECTIVE DATE: JUNE 29, 2016, ISSUED DATE: JULY 29, 2016.

FIRST AMERICAN TITLE GUARANTY COMPANY
ITEM NO. 10

- a. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE EASEMENT GRANTED BY JOE BUSBY, ET AL TO JOHNSON COUNTY ELECTRIC COOPERATIVE ASSOCIATION, RECORDED IN VOLUME 1695, PAGE 323, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.
- b. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF STIPULATION OF INTEREST, RECORDED IN COUNTY CLERK'S FILE NO. 2009-37464, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.
- c. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE MINERAL LEASE TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES INCIDENT THERETO, TO DEVON ENERGY PRODUCTION, LP FROM DON MOORE, JOE BUSBY AND JIMMIE D. THOMPSON DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 3624, PAGE 586, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

LEGAL DESCRIPTION

BEING 14.530 acres of land located in the WILLIAM STYLES SURVEY, Abstract No. 791, City of Mansfield, Johnson County, Texas, and being the same tract of land conveyed to Don Moore, Joe Busby and Jimmie D. Thompson, by the deed recorded in Volume 889, Page 207, of the Deed Records of Johnson County, Texas. Said 14.530 acres of land being more particularly described as follows:

- BEGINNING at a 1/2" iron rod marked "Brittain & Crawford" set, at the West corner of said Moore, Busby and Thompson Tract, and said POINT OF BEGINNING also lying in the Northwest boundary line of said WILLIAM STYLES SURVEY;
- THENCE N 59° 45' 17" E 892.64 feet, along the Northwest boundary line of said Moore, Busby and Thompson Tract, generally following the center of an old tree line, possibly marking the original North boundary line of said STYLES SURVEY, to a 1/2" iron rod found at the Northeast corner of said Moore, Busby and Thompson Tract;
- THENCE S 29° 53' 17" E 756.22 feet, along the East boundary line of said Moore, Busby and Thompson Tract, to a 1/2" iron rod marked "Brittain & Crawford" set, replacing a PK Nail found within the right-of-way area of Hanks Street (County Road No. 526);
- THENCE S 66° 27' 08" W 912.44 feet, along the Southeast boundary line of said Moore, Busby and Thompson Tract, to a 1/2" iron rod found at the Southwest corner of said Moore, Busby and Thompson Tract;
- THENCE N 28° 38' 02" W 650.05 feet, along the Southwest boundary line of said Moore, Busby and Thompson Tract, to the POINT OF BEGINNING containing 14.530 acres (632,909 square feet) of land.

CERTIFICATION

TO: RAYMOND MEEKS, REUNION TITLE AND THEIR UNDERWRITERS FIRST AMERICAN TITLE GUARANTY COMPANY

The undersigned does hereby certify that a survey was this day made on the ground on the property legally described hereon or in attached field notes prepared by the undersigned, and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the plat hereon; that said property has access to and from a public roadway; and, that the plat hereof is a true, correct and accurate representation of the property described hereinabove. Further, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon or in said attached field notes, and certifies that the quantity of land shown hereon is correct. No portion of the Tract of land shown hereon lies within a 100-year flood hazard area.

SURVEYED ON THE GROUND
AUGUST 16, 2016

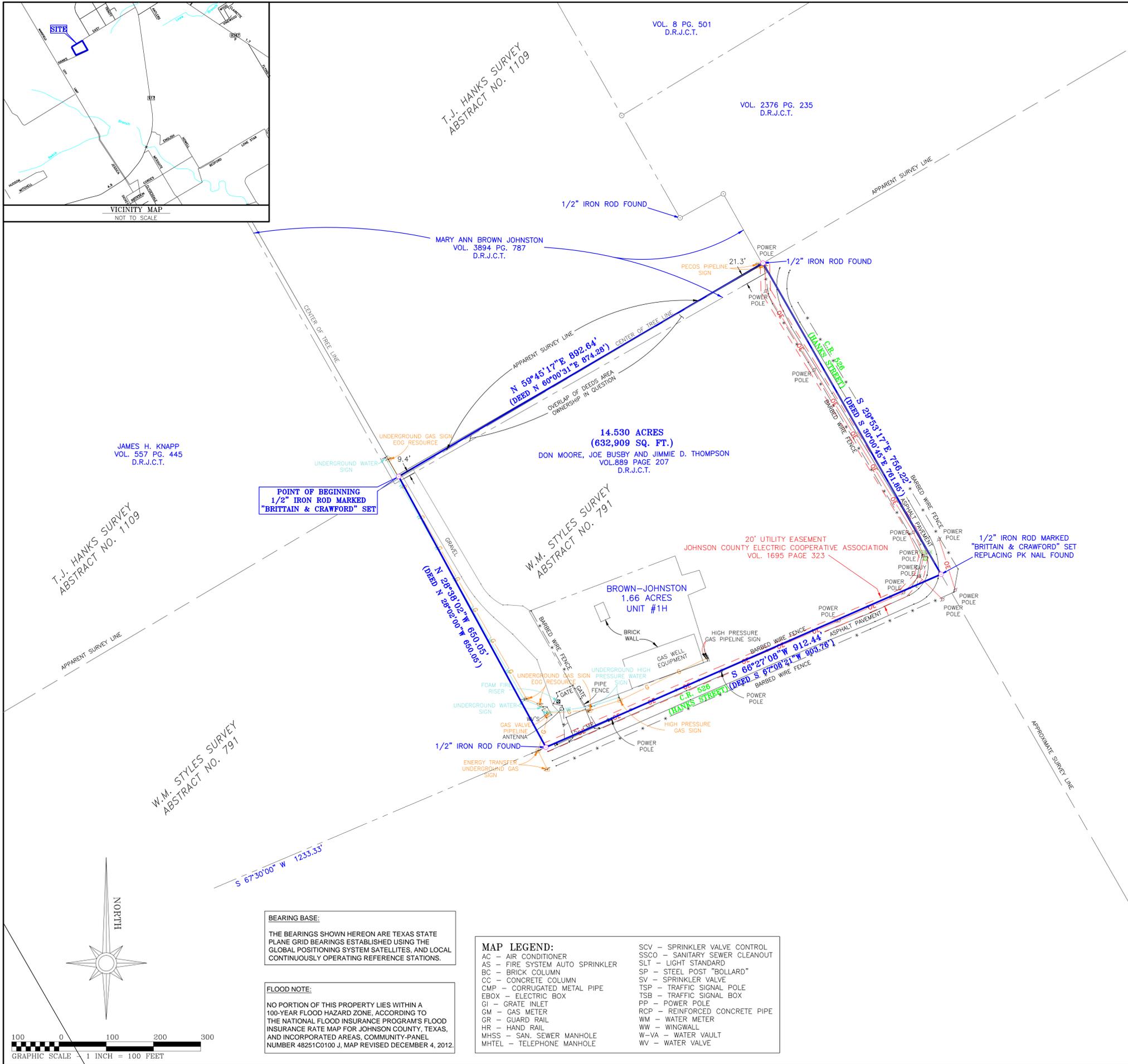
James L. Brittain
JAMES L. BRITTAIN
REGISTERED PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS No. 5792



BOUNDARY SURVEY MAP
OF
14.530 ACRES OF LAND
LOCATED IN THE
WILLIAM STYLES SURVEY
ABSTRACT No. 791
CITY OF MANSFIELD, JOHNSON COUNTY,
TEXAS

(DANNY) ...Projects\WM_STYLES SURVEY\14.360 AC\WM-STYLES-14.360 AC.dwg

MISC. CO. #534

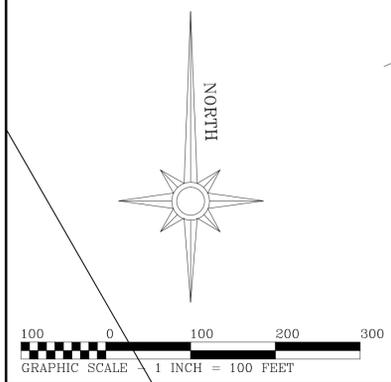


BEARING BASE:
THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

FLOOD NOTE:
NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR JOHNSON COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48251C0100 J, MAP REVISED DECEMBER 4, 2012.

MAP LEGEND:

AC - AIR CONDITIONER	SCV - SPRINKLER VALVE CONTROL
AS - FIRE SYSTEM AUTO SPRINKLER	SSCO - SANITARY SEWER CLEANOUT
BC - BRICK COLUMN	SLT - LIGHT STANDARD
CC - CONCRETE COLUMN	SP - STEEL POST "BOLLARD"
CMP - CORRUGATED METAL PIPE	SV - SPRINKLER VALVE
EBOX - ELECTRIC BOX	TSP - TRAFFIC SIGNAL POLE
GI - GRATE INLET	TSB - TRAFFIC SIGNAL BOX
GM - GAS METER	PP - POWER POLE
GR - GUARD RAIL	RCP - REINFORCED CONCRETE PIPE
HR - HAND RAIL	WM - WATER METER
MHSS - SAN. SEWER MANHOLE	WW - WINGWALL
MHTL - TELEPHONE MANHOLE	W-VA - WATER VAULT
	WV - WATER VALVE





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2138

Agenda Date: 1/9/2017

Version: 2

Status: Second Reading

In Control: Zoning Board of Adjustments

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and Second Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development to PD, Planned Development for Single Family Residential Use on Approximately 15.46 Acres Generally Located About 1,300' South of the Southeast Corner of N. Matlock Road and E. Debbie Lane; Skorburg Company (ZC#16-017)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on December 5, 2016, and voted 6-0 to recommend approval. Commissioner Knight was absent.

Description/History

First Reading

The applicant is proposing 59 residential lots - 45 lots at 65' wide and 14 lots at 60' wide. The minimum lot size will be 7,200 square feet and minimum floor area will be 1,800 square feet with a maximum lot coverage of 55%.

The development will follow the residential development standards in Section 4600 of the Zoning Ordinance except for a reduction in the quantity of J-swing garages from 12 to 10 lots.

Second Reading

The applicant has revised the development plans to:

- correct the Vicinity Map on Exhibits D-1, D-4 and D-5
- change "Enhanced Paving" to "Brick Pavers" in Exhibit D-1
- change the minimum floor area per unit to 2,000 sq ft, except 20% of the homes may be reduced to not less than 1,800 sq ft

The applicant has not been able to resolve the comments related to the future use of the vacant PR tract at the SW corner of the proposed development. See attached email from Tommy Reilly regarding the future use of this tract.

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 A PD, PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY RESIDENTIAL USE, 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 PD, Planned Development for single family residential use; 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 development plan shown on Exhibits "B" through "D" 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 _____, 2017.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2017.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney

Ordinance No. _____

Page 3

ZC#16-017
EXHIBIT A

LEGAL LAND DESCRIPTION:

BEING 15.458 acres (673,334 square feet) of land in the James Grimsley Survey, Abstract No. 578, City of Mansfield, Tarrant County, Texas; said 15.458 acres (673,334 square feet) of land being a portion of that certain tract of land described in a Surface Deed (Without Warranty), as recorded in Instrument Number D215060717, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.); said 15.458 acres (673,334 square feet) of land also being a portion of that certain tract of land described in a Warranty Deed with Vendor's Lien to James Franklin Holland (hereinafter referred to collectively as Holland tract), as recorded in Volume 7315, Page 2390, Deed Records, Tarrant County, Texas (D.R.T.C.T.); said 15.458 acres (673,334 square feet) being more particularly described, by metes and bounds, as follows:

BEGINNING at a three-quarters inch iron pipe found for the Northeasterly corner of said Holland tract, same being a Southerly corner of the remainder of that certain tract of land described in a Warranty Deed to Weatherford Holland Family Partnership, L.P., as recorded in the following Instrument No.s D204209784, D204209785, and D204209786, O.P.R.T.C.T., now known as DEBLOCK, LTD. (hereinafter referred to as Deblock tract) as recorded in Instrument No. D214077438, O.P.R.T.C.T., same also being in the Southwesterly line of that certain tract of land described as Lot 1, Block 1, Community of Hope Addition (hereinafter referred to as Lot 1), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 10362, Plat Records, Tarrant County, Texas (P.R.T.C.T.);

THENCE South 29 degrees 46 minutes 35 seconds East with the common line between said Holland tract and said Lot 1, passing at a distance of 120.61 feet, a one-half inch iron pipe found for the Southerly corner of said Lot 1, same being the Westerly corner of that certain tract of land described in a deed to R. H. Ervin and Faye Doris Ervin (hereinafter referred to as Ervin tract), as recorded in Volume 8781, Page 782, D.R.T.C.T., and continue with said course and with the common line between said Holland tract and said Ervin tract for a total distance of 540.57 feet to the Northerly corner of the Walnut Hills, Section Two, an addition to the City of Mansfield, Tarrant County, Texas, as recorded in Cabinet A, Slide 5739, P.R.T.C.T., from which a one-half inch iron pipe found bears North 84 degrees 54 minutes 34 seconds West, a distance of 0.74 feet and a one-half inch iron rod found bears North 59 degrees 29 minutes 25 seconds East, a distance of 2.26 feet;

THENCE South 59 degrees 25 minutes 24 seconds West with the common line between said Holland tract and said Walnut Hills, a distance of 1096.39 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE North 29 degrees 54 minutes 10 seconds West, departing the common line between said Holland tract and said Walnut Hills and crossing said Holland tract, a

distance of 250.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 59 degrees 25 minutes 25 seconds West, continue crossing said Holland tract, a distance of 250.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set in the existing Northeasterly right-of-way line of Matlock Road (variable width right-of-way), as recorded in Instrument Number D198163662, D.R.T.C.T.;

THENCE North 29 degrees 54 minutes 10 seconds West with the common line between said Holland tract and the existing Northeasterly right-of-way line of said Matlock Road, a distance of 302.07 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set in the North line of said Holland tract, same being the South line of that certain tract of land described in a deed to James F. Holland and wife Mary J. Holland (hereinafter referred to as Holland Estate), as recorded in Volume 12500, Page 1831, D.R.T.C.T.;

THENCE North 59 degrees 54 minutes 46 seconds East with the common line between said Holland Estate and said Holland tract, passing at a distance of 207.50, the Southeast corner of said Holland Estate, same being a Southerly corner of the aforesaid Deblock tract, and continue with the same course and the common line between said Holland tract and said Deblock tract, a distance of 1347.50 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 15.458 acres (673,334 square feet) of land.



MANSFIELD
T E X A S

ZC# 16-017

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.

11/02/2016

Property Owner Notification for ZC# 16-017

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
COMMUNITY OF HOPE	BLK 1	SP COMMERCIAL REAL ESTATE LLC	5744 DUNRAVEN TRL	FORT WORTH, TX	76244
COMMUNITY OF HOPE	BLK 1	SP COMMERCIAL REAL ESTATE LLC	5744 DUNRAVEN TRL	FORT WORTH, TX	76244
FARMINGTON ESTATES	BLK 2	FIELDS, MICAH	1720 FARMINGTON DR	MANSFIELD, TX	76063-7912
FARMINGTON ESTATES	BLK 2	LOBAUGH, JERMAINE	1718 FARMINGTON DR	MANSFIELD, TX	76063-7912
GRIMSLEY, JAMES SURVEY	A 578	DEBLOCK LTD	4704 BARKRIDGE TR	FORT WORTH, TX	76109-3210
GRIMSLEY, JAMES SURVEY	A 578	ERVIN, FAYE D	1600 E DEBBIE LN	MANSFIELD, TX	76063
GRIMSLEY, JAMES SURVEY	A 578	HOLLAND, JAS FRANKLIN	2804 MATLOCK RD	MANSFIELD, TX	76063-5003
GRIMSLEY, JAMES SURVEY	A 578	HOLLAND, JAMES F	2804 MATLOCK RD	MANSFIELD, TX	76063-5003
WALNUT CREEK VALLEY ADDITION	BLK 46	CASTILLO, PAUL M	1645 CHURCHILL LN	MANSFIELD, TX	76063-7907
WALNUT CREEK VALLEY ADDITION	BLK 46	HP TEXAS I LLC	180 N STETSON AVE SUITE #3650	CHICAGO, IL	60601
WALNUT CREEK VALLEY ADDITION	BLK 46	TARBERT LLC	8665 E HARTFORD DR SUITE 200	SCOTTSDALE, AZ	85255
WALNUT CREEK VALLEY ADDITION	BLK 46	HELMICK, JOHNNY L	1651 CHURCHILL LN	MANSFIELD, TX	76063-7907
WALNUT CREEK VALLEY ADDITION	BLK 46	SCOTT, CLARENCE L	1653 CHURCHILL LN	MANSFIELD, TX	76063-7907
WALNUT CREEK VALLEY ADDITION	BLK 46	AMERICAN HOMES 4 RENT PROPERTI	30601 AGOURA RD SUITE 200	AGOURA HILLS, CA	91301
WALNUT CREEK VALLEY ADDITION	BLK 46	ADELEKE, KOLA	1657 CHURCHILL LN	MANSFIELD, TX	76063-7907
WALNUT HILLS ADDITION	BLK 1	TARBERT LLC	8665 E HARTFORD DR STE 200	SCOTTSDALE, AZ	85255
WALNUT HILLS ADDITION	BLK 1	YATES, HUBERT	1807 WALNUT HILLS LN	MANSFIELD, TX	76063-5029
WALNUT HILLS ADDITION	BLK 1	POST, LADONNA K	1805 WALNUT HILLS LN	MANSFIELD, TX	76063-5029
WALNUT HILLS ADDITION	BLK 1	REDFIELD, GARY L	1803 WALNUT HILLS LN	MANSFIELD, TX	76063-5029

Property Owner Notification for ZC# 16-017

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
WALNUT HILLS ADDITION	BLK 1	LINO, SOANE F	1801 WALNUT HILLS LN	MANSFIELD, TX	76063-5029
WALNUT HILLS ADDITION	BLK 2	ALIGWEKWE, MATTHEW	2619 RIDGEOAK TR	MANSFIELD, TX	76063-5035
WALNUT HILLS ADDITION	BLK 2	MAKINDE, FUMMILAYO	1917 SANTA ANNA DR	ARLINGTON, TX	76001-5612
WALNUT HILLS ADDITION	BLK 2	RAMIREZ, JOSE O	1804 WALNUT HILLS LN	MANSFIELD, TX	76063-5028
WALNUT HILLS ADDITION	BLK 2	BROWN, JOY E	1802 WALNUT HILLS LN	MANSFIELD, TX	76063-5028
WALNUT HILLS ADDITION	BLK 3	GOLLIDAY, CORY	1908 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 3	GARZA, JULIO C	1910 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 3	TAYLOR, KIMBERLY LYNNETTE	1906 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 3	GARCIA, DAVID	1904 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 3	HAYES, BOBBY J	1902 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 3	SIMS, RALPH	1900 WALNUT HILLS LN	MANSFIELD, TX	76063-5030
WALNUT HILLS ADDITION	BLK 4	LEHMACHER, WILLIAM C	6 CHATHAM CT	MANSFIELD, TX	76063
WALNUT HILLS ADDITION	BLK 4	SWEELY, TIFFANY	2703 COUNTRY GROVE	MANSFIELD, TX	76063
WALNUT HILLS ADDITION	BLK 4	LI, XUAN	7 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	HASTON, ZACHARY C	2701 COUNTRY GROVE TR	MANSFIELD, TX	76063-5005
WALNUT HILLS ADDITION	BLK 4	HARRIS, CHAD B	8 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	JACKSON, ADAM B	5 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	CARDOZA, PRISELLIA M	9 CHATHAM CT	MANSFIELD, TX	76063
WALNUT HILLS ADDITION	BLK 4	CAMACHO, VERONICA A	10 CHATHAM CT	MANSFIELD, TX	76063

Property Owner Notification for ZC# 16-017

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
WALNUT HILLS ADDITION	BLK 4	PAPP, REBECCA	11 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	KIMBER, RENEE	4 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	ZAMULINSKI, BOZENA	1913 WALNUT HILLS LN	MANSFIELD, TX	76063
WALNUT HILLS ADDITION	BLK 4	BANKS, KELLEY D	3 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	ALLEN, DALE R	2 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	SPANN, ANDRE	1911 WALNUT HILLS LN	MANSFIELD, TX	76063-5031
WALNUT HILLS ADDITION	BLK 4	GRACIA, JOSE	1909 WALNUT HILLS	MANSFIELD, TX	76063
WALNUT HILLS ADDITION	BLK 4	RODGERS, STEPHON C	1 CHATHAM CT	MANSFIELD, TX	76063-5021
WALNUT HILLS ADDITION	BLK 4	DARFOOR, DOUGLAS	1907 WALNUT HILLS LN	MANSFIELD, TX	76063-5031
WALNUT HILLS ADDITION	BLK 4	GO, MANUEL	628 MANCHESTER DR	MANSFIELD, TX	76063-2891
WALNUT HILLS ADDITION	BLK 4	NWAEFULU, BENEDICTA N	1903 WALNUT HILLS LN	MANSFIELD, TX	76063-5031
WALNUT HILLS ADDITION	BLK 4	SMITH, DENNIS	1901 WALNUT HILLS	ARLINGTON, TX	76063



Kerin Maguire <kerin.maguire@mansfield-tx.gov>

Skorburg - Holland Tract

Tommy Reilly III <treilly@reillybrothers.com>

Mon, Nov 21, 2016 at 10:15 AM

To: "kerin.maguire@mansfield-tx.gov" <kerin.maguire@mansfield-tx.gov>, Felix Wong <felix.wong@mansfield-tx.gov>

Kerin,

We represent the Mary Holland family in regards to her family land located on Matlock south of Debbie. And were given the task to find the highest and best use and user for the final end use of this well located development parcel.

Once it was determined that a rental residential development would not be viewed favorably we focused on single family as the highest and best use for this parcel. Then given the fact that this parcel is only 15 to 17 acres I then narrowed my focus on this site as a classic in-fill development site.

After coming to these conclusions I quickly determined that there was only one end user / developer currently active in Mansfield that was a good match for this opportunity and, most importantly, who would bring the high quality that was our end goal. And that end user / developer is the Skorburg Company of Dallas.

Skorburg's recently developed Colby Crossing is also +/- 15 acres as is the Holland parcel. And clearly has been well received by the neighborhood and is a great add to this market. Just a fine end use of the highest quality of that specific in-fill parcel.

My expectations quite simply are for Skorburg to replicate their successful Colby Crossing on the Holland parcel. That is exactly what we have been promised by Skorburg. And I have every reason to believe that if given this opportunity by Mansfield that is exactly what they will deliver to this market.

The Hollands and I are quite pleased to be able to assist such a high quality end development being brought to this neighborhood and Mansfield. It will be a wonderful add to this market.

Thank you.

Tommy Reilly



Kerin Maguire <kerin.maguire@mansfield-tx.gov>

Planning & Zoning meeting

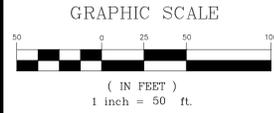
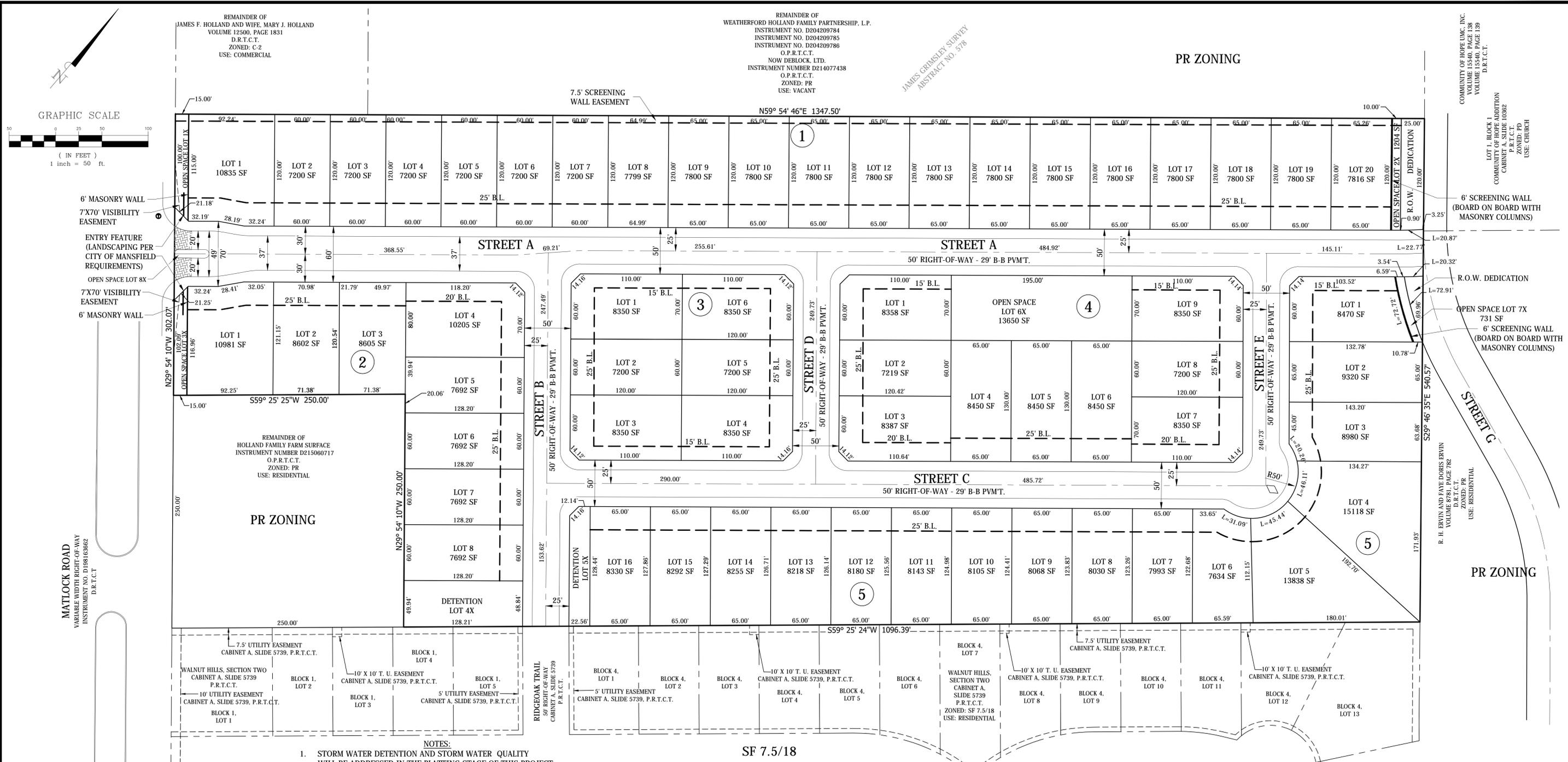
Jeanette Holland <j_holland_socialwork@yahoo.com>
To: kerin.maguire@mansfieldtexas.gov

Mon, Nov 21, 2016 at 4:58 PM

To the planning & zoning meeting,

I am in support of the residential development zoning change request for 15 acres on Matlock Road. This housing is high end and would be a great planned development for this area as well as the smaller C2 to compliment this upcoming area of the community.

Jeanette Holland, resident and small business owner.



LOT SUMMARY TABLE	
GROSS ACREAGE	15.46 ACRES
RESIDENTIAL LOTS	59 LOTS
OPEN SPACE LOTS	8 LOTS
60' LOTS	14 LOTS
65' LOTS	45 LOTS

- NOTES:**
- STORM WATER DETENTION AND STORM WATER QUALITY WILL BE ADDRESSED IN THE PLATTING STAGE OF THIS PROJECT.
 - IF PROPERTY TO THE NORTH DOES NOT DEVELOP WITH C2 ZONING, A STREET STUB MUST BE PROVIDED TO THE NORTH.
 - DEVELOPMENT WILL COMPLY WITH THE LANDSCAPE REQUIREMENTS OF 7300.
 - DEVELOPMENT WILL COMPLY WITH 4600D.
 - HOA SHALL BE RESPONSIBLE FOR MAINTAINING OPEN SPACE, LANDSCAPING AND SCREENING WALL.
 - NO TREES, FENCES, WALLS OR ANYTHING OVER 2 FEET IN HEIGHT IS ALLOWED IN THE VISIBILITY EASEMENTS.
 - DRIVEWAYS ON LOTS 1, 2 AND 3, BLOCK 1 AND LOTS 1, 2 AND 3, BLOCK 2 WILL BE LOCATED ON THE EAST SIDE OF THE LOT.
 - DURING ENGINEERING DESIGN, IF IT IS FOUND THAT THE CURRENT AREAS MARKED FOR DETENTION ARE INADEQUATELY SIZED, THE DEVELOPER MAY HAVE TO GIVE UP A LOT IN ORDER TO ACCOMMODATE THE REQUIRED AREA.
 - STORM WATER QUALITY WILL BE ADDRESSED IN ACCORDANCE WITH ISWM DURING THE ENGINEERING DESIGN.
 - FENCES WILL BE SHOWN ON THE PLOT PLAN AT TIME OF BUILDING PERMIT.

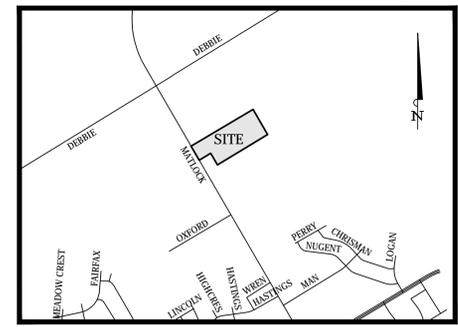
- REQUESTED DEVIATIONS FROM SF 7.5/18**
- AT LEAST 10 HOMES WILL HAVE J-SWING GARAGES.
 - MINIMUM LOT WIDTH OF 60'
 - MAXIMUM LOT COVERAGE OF 55%
 - MINIMUM SQUARE FOOTAGE ON A LOT WILL BE 7,200 SQ. FT.
 - CORNER LOTS SHALL HAVE A MINIMUM WIDTH OF 70'.
 - THE MINIMUM FLOOR AREA PER UNIT SHALL BE 1,800 SQ. FT.

ZONING STATEMENT:
 THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND THAT ALL DEVELOPMENT PLANS RECORDED HERE UNDER SHALL BE BINDING UPON THE APPLICANT THERE OF, HIS SUCCESSOR AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.

DEVELOPER:
 SKORBURG COMPANY
 8214 WESTCHESTER DRIVE,
 SUITE 710
 DALLAS, TEXAS 75225
 (214) 522-4945
 CONTACT: JOHN ARNOLD
 EMAIL:
 jarnold@skorburgcompany.com

PLAN PREPARED BY:
 BANNISTER ENGINEERING, LLC (F-10599)
 240 NORTH MITCHELL ROAD
 MANSFIELD, TEXAS 76063
 PHONE (817) 842-2094
 FAX (817) 842-2095
 CONTACT: CODY BROOKS, P.E.

PREPARED BY:
BANNISTER ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)
 PROJECT NO. 090-16-12 CONTACT: CODY BROOKS, P.E.



Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

EXHIBIT "B"
DEVELOPMENT PLAN
 for
 "Cypress Crossing Addition"
 situated in the James Grimsley Survey
 Abstract No. 578,
 City of Mansfield, Tarrant County, Texas.
 ±15.46 Acres

DECEMBER 7, 2016

ZC#16-017

REPRESENTATIVE PRODUCT



REPRESENTATIVE PRODUCT



ZC #16-017

REPRESENTATIVE PRODUCT



ZC #16-017

REPRESENTATIVE PRODUCT



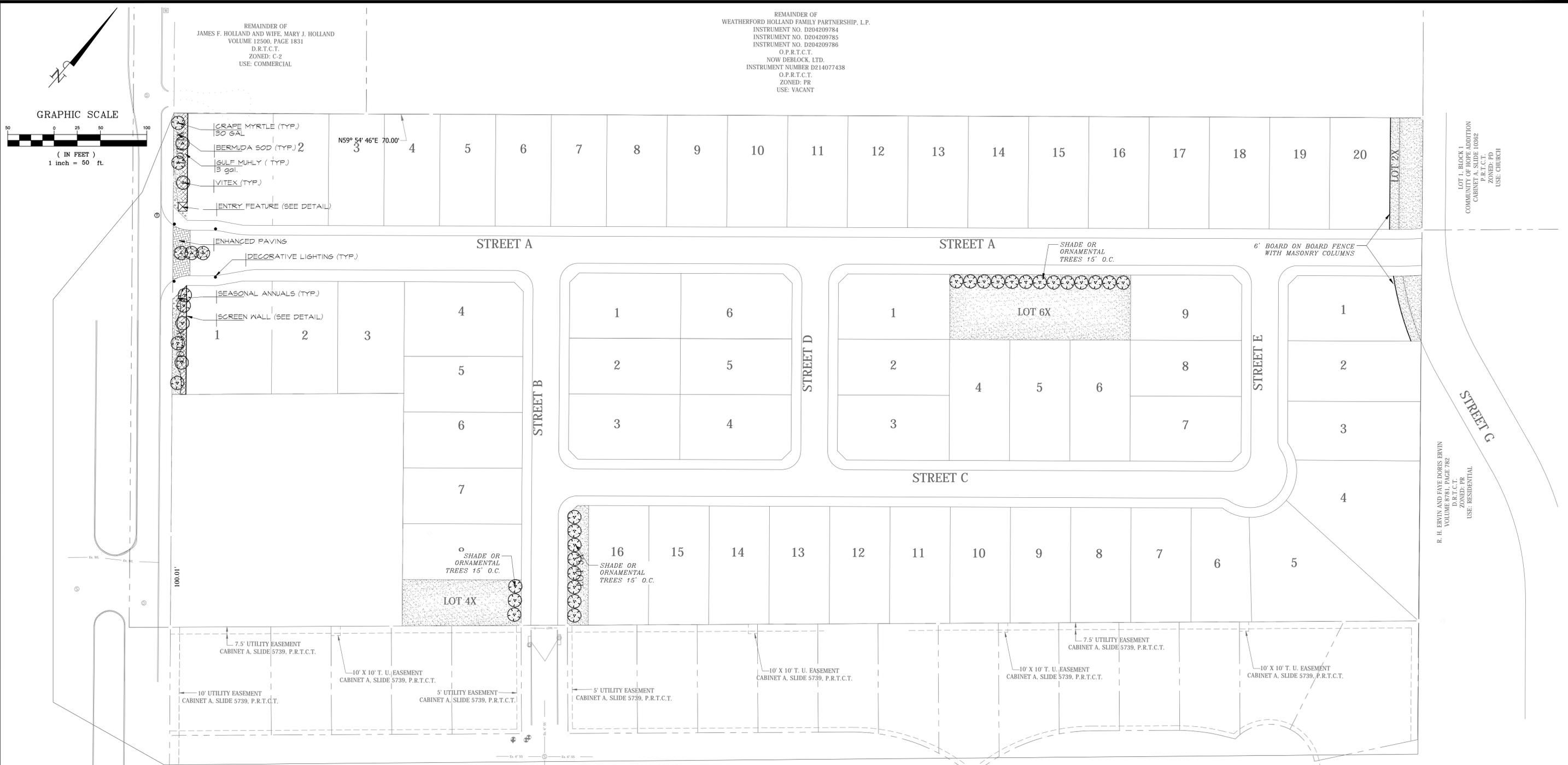
ZC #16-017

REPRESENTATIVE BOULEVARD



REPRESENTATIVE ENTRY FEATURE AND LANDSCAPING

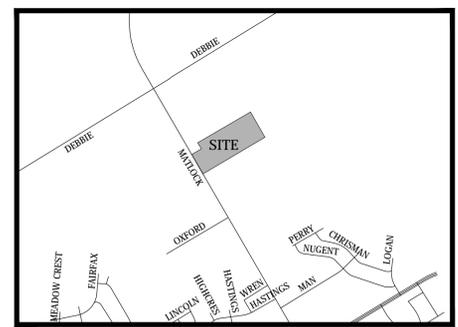




59 Residential Lots, 8 Common Area Lots

- NOTE:**
- DECORATIVE STREET LIGHTING AT THE ENHANCED ENTRYWAY WILL BE PROVIDED THAT CONFORMS TO THE CITY'S STANDARDS WITH ONCOR ELECTRIC SERVICES OR OTHER UTILITY PROVIDERS.
 - FINAL LANDSCAPE PLANS WILL COMPLY WITH THE LANDSCAPING SECTION 7300 IN THE ZONING ORDINANCE. HOA WILL MAINTAIN ALL PLATTED OPEN SPACE LOTS. THIS WILL INCLUDE LANDSCAPE MAINTENANCE, SCREEN WALL MAINTENANCE. ALSO NO TREES, FENCES, WALLS OR ANYTHING OVER 2 FEET IN HEIGHT WILL BE PERMITTED IN THE VISIBILITY TRIANGLE.

ZONING STATEMENT:
THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND THAT ALL DEVELOPMENT PLANS RECORDED HERE UNDER SHALL BE BINDING UPON THE APPLICANT THERE OF, HIS SUCCESSOR AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.



LOT SUMMARY TABLE	
GROSS ACREAGE	15.46 ACRES
RESIDENTIAL LOTS	59 LOTS
OPEN SPACE LOTS	8 LOTS
60' LOTS	14 LOTS
65' LOTS	45 LOTS



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

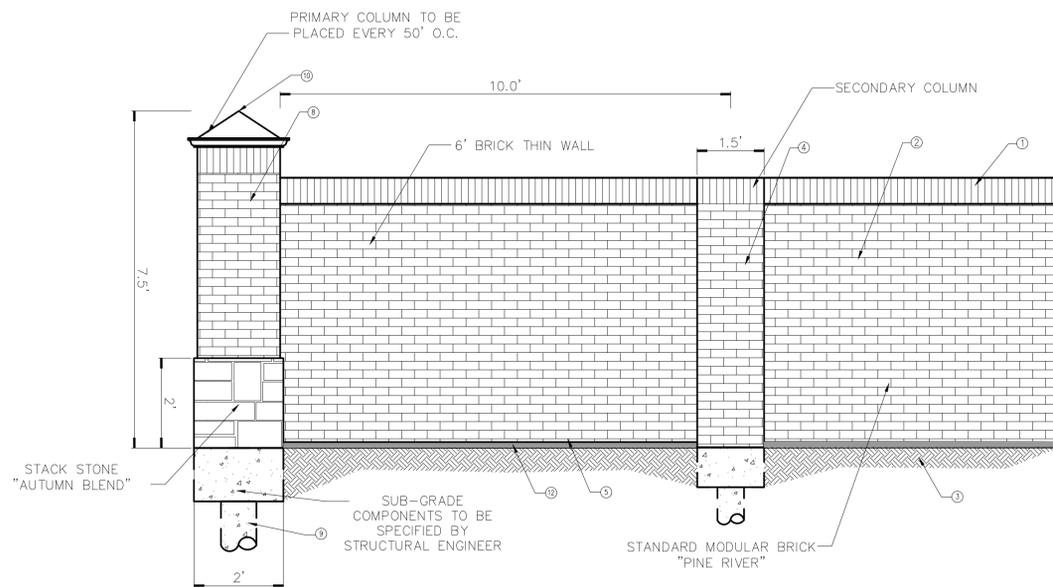
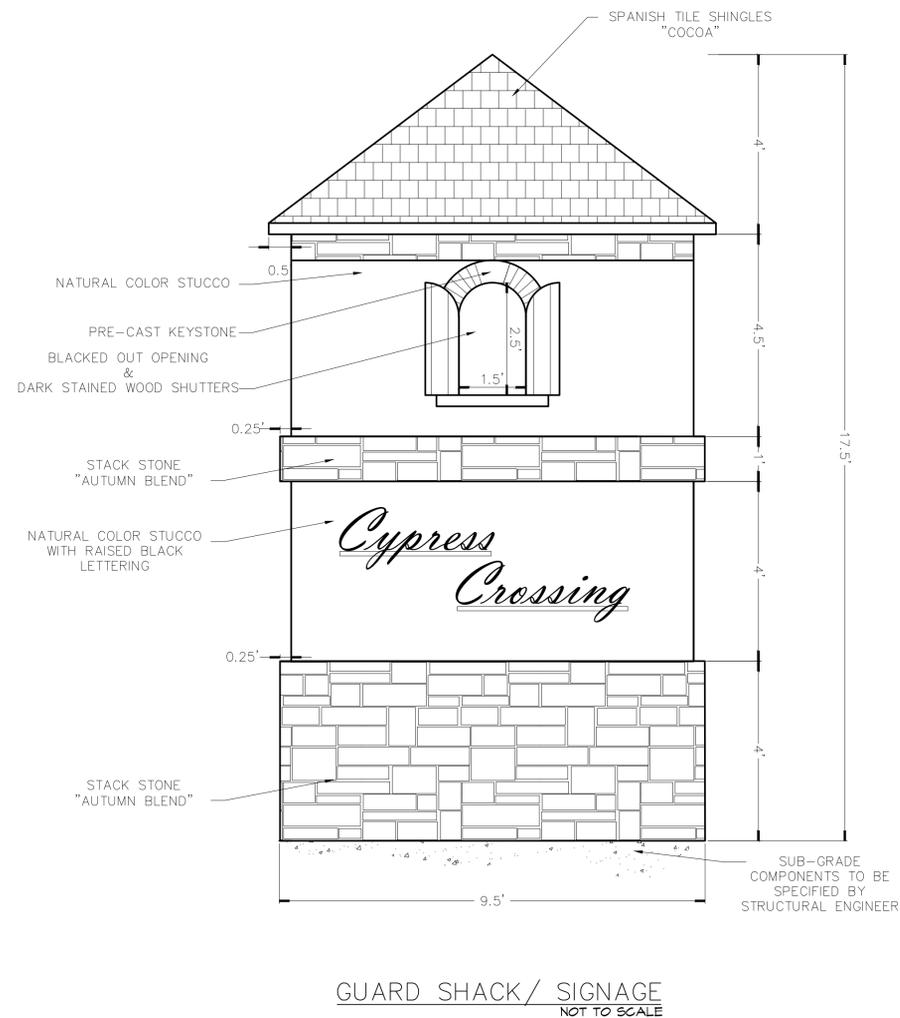
EXHIBIT D-1
for
"Cypress Crossing Addition"
situated in the James Grimsley Survey
Abstract No. 578,
City of Mansfield, Tarrant County, Texas.
±15.46 Acres

December 7, 2016

PREPARED BY:
BANNISTER ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)
PROJECT NO. 090-16-12 CONTACT: CODY BROOKS, P.E.

DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
(214) 522-4945
CONTACT: JOHN ARNOLD
EMAIL:
jarnold@skorburgcompany.com

PLANNED BY:
BANNISTER ENGINEERING, LLC (F-10599)
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
PHONE (817) 842-2094
FAX (817) 842-2095
CONTACT: CODY BROOKS, P.E.



- 1 SOLDIER COURSE @ TOP OF WALL (SEE ELEVATION).
- 2 STANDARD RUNNING BOND BRICK FACING W/STANDARD MASONRY H-REINFORCING. BRICK SELECTION BY OWNER. REINFORCING W/ 1-NO. 9 GAUGE WIRE HORIZONTAL AT EACH COURSE. PROVIDE SLIGHT SLOPE @ TOP AS SHOWN TO FACILITATE DRAINAGE.
- 3 COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY.
- 4 STANDARD 16" WIDE BRICK SUPPORT @ 12' OR 10' O.C.
- 5 BOTTOM COURSE WITH WEEP OPENINGS
- 6 CONCRETE MOW-STRIP W/ (2) #4 BARS CONTINUOUS, 8" o.c. MIN.
- 7 1" SAND SETTING BED.
- 8 STANDARD 24"x24" COLUMN @ 60' OR 20' O.C.
- 9 12"~ PIER x DEPTH TO 8' MIN. BELOW EXISTING GRADE @ 12' O.C. MAX. (O.C. TO MATCH COLUMNS & BRICK SUPPORTS)
- 10 CAST STONE COLUMN CAP
- 11 3"x3"x1" GALVANIZED ANGLE IRON
- 12 4" OPENING

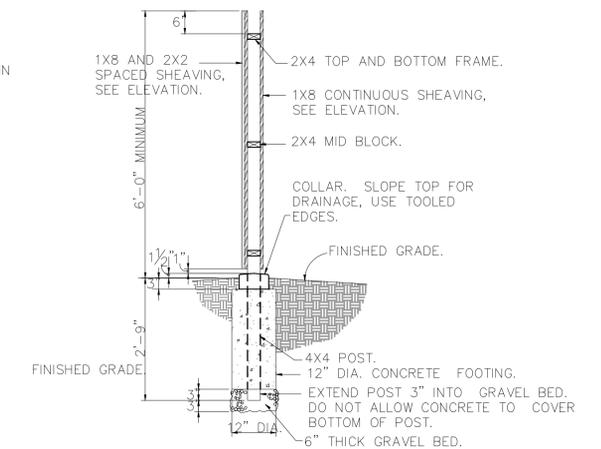
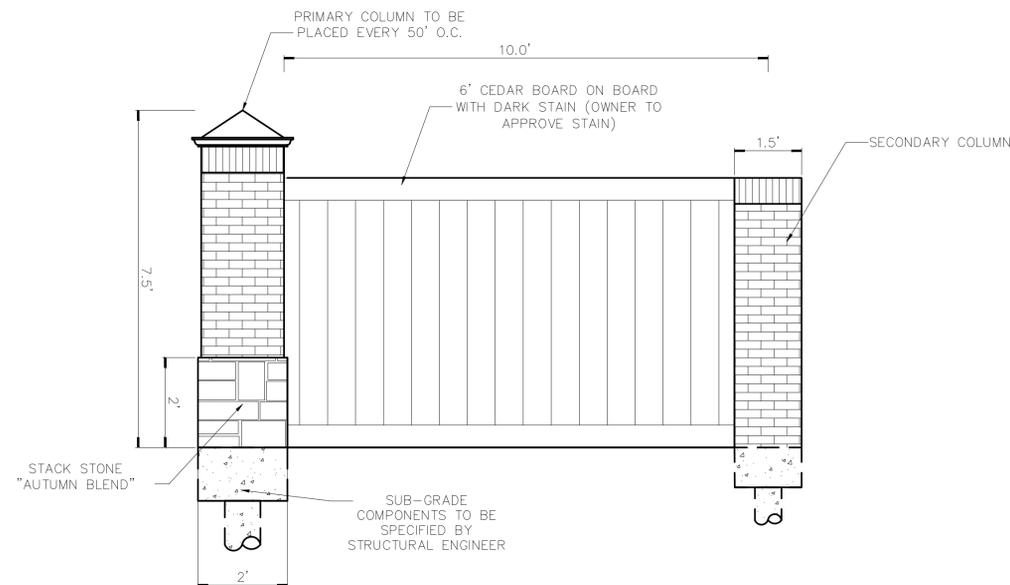
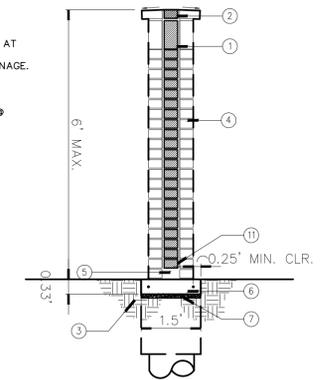


EXHIBIT D-2
for
"Cypress Crossing Addition"

situated in the James Grimsley Survey
Abstract No. 578,
City of Mansfield, Tarrant County, Texas.
±15.46 Acres

December 7, 2016

PREPARED BY:
BANNISTER
ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

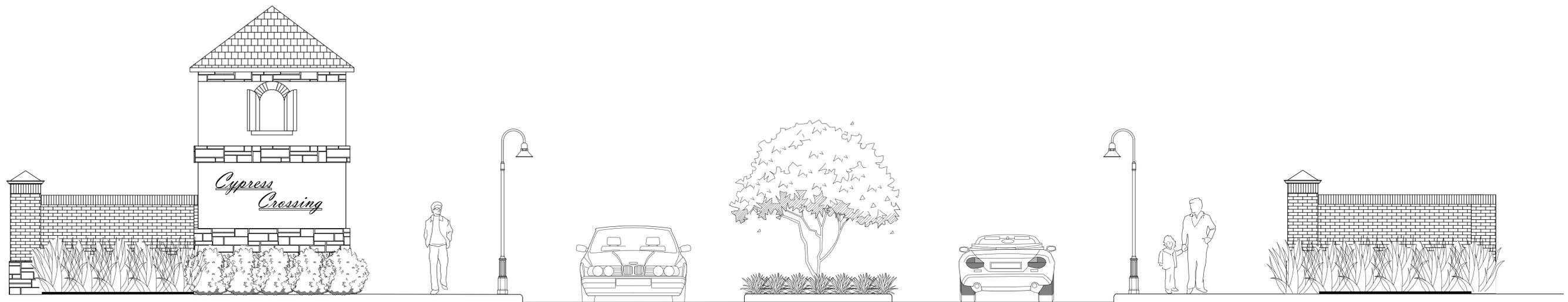
PLAN PREPARED BY:
BANNISTER ENGINEERING, LLC (F-10599)
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
PHONE (817) 842-2094
FAX (817) 842-2095
CONTACT: CODY BROOKS, P.E.

DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
(214) 522-4945
CONTACT: JOHN ARNOLD
EMAIL:
jarnold@skorburgcompany.com



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

ZC#16-017



ENTRY CROSS SECTION
NOT TO SCALE

EXHIBIT D-3
for
"Cypress Crossing Addition"

situated in the James Grimsley Survey
Abstract No. 578,
City of Mansfield, Tarrant County, Texas.
±15.46 Acres

December 7, 2016



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

ZC#16-017

PREPARED BY:

BANNISTER
ENGINEERING
240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

PROJECT NO. 090-16-12

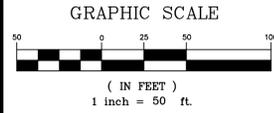
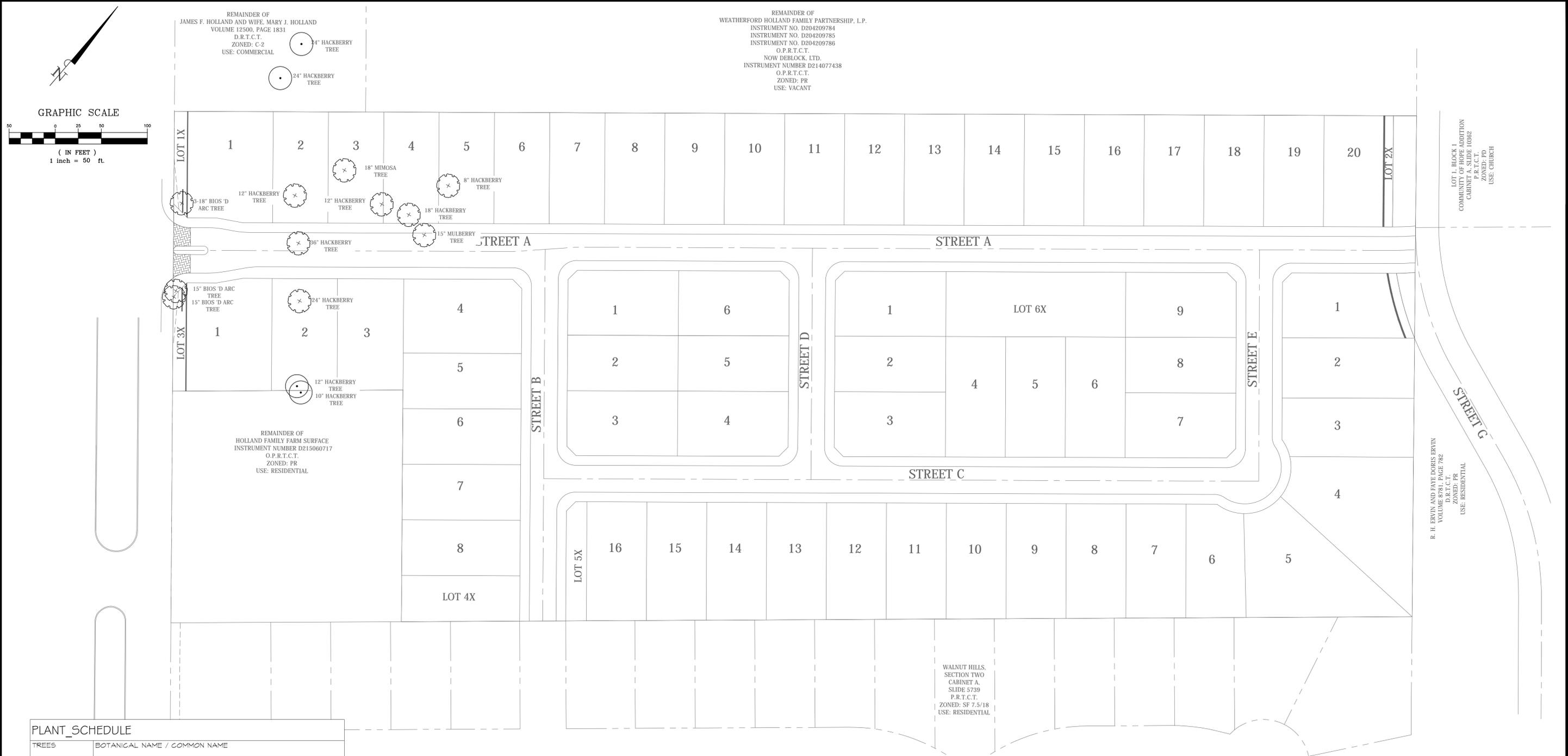
CONTACT: CODY BROOKS, P.E.

PLAN PREPARED BY:

BANNISTER ENGINEERING, LLC (F-10599)
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
PHONE (817) 842-2094
FAX (817) 842-2095
CONTACT: CODY BROOKS, P.E.

DEVELOPER:

SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
(214) 522-4945
CONTACT: JOHN ARNOLD
EMAIL:
jarnold@skorburgcompany.com



PLANT_SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME
	EXISTING TREE TO BE REMOVED
	EXISTING TREE TO REMAIN

LOT SUMMARY TABLE

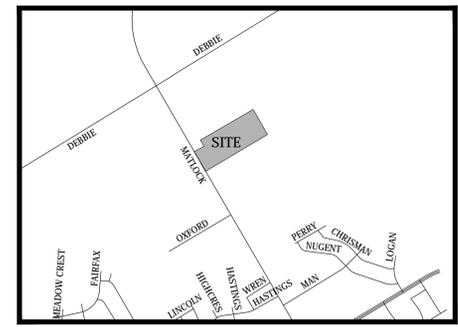
GROSS ACREAGE	15.46 ACRES
RESIDENTIAL LOTS	59 LOTS
OPEN SPACE LOTS	8 LOTS
60' LOTS	14 LOTS
65' LOTS	45 LOTS

PREPARED BY:
BANNISTER ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)
 PROJECT NO. 090-16-12 CONTACT: CODY BROOKS, P.E.

PLAN PREPARED BY:
 BANNISTER ENGINEERING, LLC (F-10599)
 240 NORTH MITCHELL ROAD
 MANSFIELD, TEXAS 76063
 PHONE (817) 842-2094
 FAX (817) 842-2095
 CONTACT: CODY BROOKS, P.E.

DEVELOPER:
 SKORBURG COMPANY
 8214 WESTCHESTER DRIVE,
 SUITE 710
 DALLAS, TEXAS 75225
 (214) 522-4945
 CONTACT: JOHN ARNOLD
 EMAIL: jarnold@skorburgcompany.com

ZONING STATEMENT:
 THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND THAT ALL DEVELOPMENT PLANS RECORDED HERE UNDER SHALL BE BINDING UPON THE APPLICANT THERE OF, HIS SUCCESSOR AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.



811
 Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

59 Residential Lots, 8 Common Area Lots

EXHIBIT D-4
 for
 "Cypress Crossing Addition"
 situated in the James Grimsley Survey
 Abstract No. 578,
 City of Mansfield, Tarrant County, Texas.
 ±15.46 Acres

NOVEMBER 29, 2016

ZC#16-017

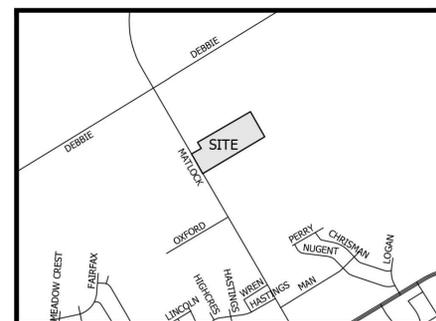


PREPARED BY:
BANNISTER
 ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)
 PROJECT NO. 090-16-12 CONTACT: CODY BROOKS, P.E.

PLAN PREPARED BY:
 BANNISTER ENGINEERING, LLC (F-10599)
 240 NORTH MITCHELL ROAD
 MANSFIELD, TEXAS 76063
 PHONE (817) 842-2094
 FAX (817) 842-2095
 CONTACT: CODY BROOKS, P.E.

DEVELOPER:
 SKORBURG COMPANY
 8214 WESTCHESTER DRIVE,
 SUITE 710
 DALLAS, TEXAS 75225
 (214) 522-4945
 CONTACT: JOHN ARNOLD
 EMAIL:
 jarnold@skorburgcompany.com

ZONING STATEMENT:
 THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND THAT ALL DEVELOPMENT PLANS RECORDED HERE UNDER SHALL BE BINDING UPON THE APPLICANT THERE OF, HIS SUCCESSOR AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.



811
 Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

EXHIBIT D-5
 for
 "Cypress Crossing Addition"
 situated in the James Grimsley Survey
 Abstract No. 578,
 City of Mansfield, Tarrant County, Texas.
 ±15.46 Acres

November 29, 2016

ZC#16-017

From: Tommy Reilly III <treilly@reillybrothers.com>
Date: Tuesday, December 13, 2016 12:34 PM
To: Scott Welmaker <scott.welmaker@mansfield-texas.com>, Richard Nevins <richard.nevins@mansfield-texas.com>
Subject: Holland/Skorburg

Scott/Richard,

Thanks for the heads up from last night's council meeting. As always, much appreciated.

That is a concern of the mayor and council that I am confident can be easily explained, understood and resolved. To the complete satisfaction of staff and council. And the neighbors and neighborhood.

On a regular basis we get inquiries from office and/or medical/dental users who are looking for a standalone commercial lot for their business or practice. And that proposed 250' by 250' lot located at the Matlock median break and adjacent to new quality SF homes will be a perfect fit for their needs. And that is my target.

We will be willing to reasonably restrict that commercial lot from uses that staff and the council may find objectionable. Felix earlier had mentioned gas sales, auto parts, lube center, fast food restaurants and the such. Personally I do not see any of these type of uses that would even want this lot as currently proposed and located.

There is a similar commercial tract, albeit a bit larger, that is presently being developed with uses and uses like I envision on this Matlock lot. And it is also bounded on 3 sides by quality single family homes. It is on the north side of Debbie east of North Walnut Creek Drive. There is an active market for such commercial lots fronting on both Matlock and Debbie in this neighborhood and market, that is a given.

Although I personally did not agree with Mansfield staff's concerns regarding the location of the two (2) egress/ingress points as originally drawn by Skorburg, it was and is their final call. ***And to satisfy city staff in this objection of theirs was and is the only reason that we shifted the location of this 250' by 250' lot from the north to the south.***

In our 300 acre River Park mixed use development in SW Fort Worth we built four (4) quality SF subdivisions, each ranging in acreage from 16 to 23 acres and thus similar to the 15+ acres of the Holland/Skorburg proposed SF development. ***And each of those four SF neighborhoods have only one (1) egress/ingress point.*** Price point when developed (15 to 8 years ago) of the homes in River Park ranged from the high \$200's to the high \$800's and are certainly higher today. That successful and highly regarded mixed use development is in Fort Worth. Holland/Skorburg is of course in Mansfield.

I accept the fact that Mansfield has the final call in such matters. But I did what was necessary and prudent to satisfy staff and the city solely to enable a quality SF development on this infill location to be developed. And remain convinced that it will be a great add to this neighborhood and Mansfield.

Thanks again for all you guys do.

TR



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2131

Agenda Date: 1/9/2017

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - First Reading of an Ordinance Amending the PCS Site Lease Agreement and First Amendment to PCS Site Lease Agreement for the City-Owned Property at James McKnight Park East in the City of Mansfield, Tarrant County, Texas; Authorizing the City Manager to Execute the Easement Document; Providing a Severability Clause; and Providing an Effective Date

Requested Action

Consider approving ordinance

Recommendation

Approve ordinance

Description/History

In 2001, the City of Mansfield and Sprint Spectrum L.P. entered into a PCS Site Lease Agreement for a portion of land consisting of approximately 1,800 square feet at James McKnight Park East for the purpose of installing cell tower antennas on a ballfield lighting pole and associated telecommunications equipment on a pad site behind the maintenance building in the park. In 2013, a first amendment was executed to amend certain provisions of the original agreement. Since the execution of the original agreement, STC Five LLC has become the successor in interest to Sprint Spectrum L.P.

STC Five LLC is now seeking to further amend the PCS Site Lease Agreement to increase the leased spaced by an additional 336 square feet, increase the rent paid to the City of Mansfield and amend other terms of the agreement in order to accommodate Verizon Wireless. The proposed amendment would allow for additional antennas to be installed on the existing light pole, and equipment to be installed on the ground adjacent to the existing site equipment. Staff worked with STC Five LLC to ensure that the expansion would match the existing site equipment and comply with the City's current screening ordinance by providing masonry walls with vegetation surrounding the site (see Exhibit A).

Justification

The proposed expansion will not adversely affect the park, will provide additional monthly revenue, and provide an opportunity to improve aesthetic screening for the site.

Funding Source

N/A

Prepared By

Matt Young, Director of Parks and Recreation

Matt.Young@mansfieldtexas.gov

817-804-5798

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PCS SITE LEASE AGREEMENT AND FIRST AMENDMENT TO PCS SITE AGREEMENT FOR THE CITY-OWNED PROPERTY AT JAMES MCKNIGHT PARK EAST, IN THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT DOCUMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Mansfield and Sprint Spectrum L.P. entered into a certain PCS Site Lease Agreement, dated July 23, 2001, whereby the City leased to Sprint Spectrum L.P. a portion of land consisting of approximately 1,800 square feet at James McKnight Park East, in the City of Mansfield, Tarrant County, Texas together with access and utility easements thereto; and

WHEREAS, the City of Mansfield and Sprint Spectrum L.P. amended the PCS Site Lease Agreement by executing that certain First Amendment to PCS Site Agreement dated January 7, 2013, whereby the City of Mansfield and Sprint Spectrum L.P. agreed to amend certain provisions of the PCS Site Lease Agreement; and

WHEREAS, STC Five LLC is the successor in interest to Sprint Spectrum L.P., and Global Signal Acquisitions III LLC, is its attorney-in-fact; and

WHEREAS, the City of Mansfield and STC Five LLC are seeking to further amend the PCS Site Lease Agreement and First Amendment to PCS Site Agreement to increase the leased spaced by an additional 336 square feet, increase the rent paid to the City of Mansfield and amend other terms; and

WHEREAS, the City Council of the City of Mansfield and STC Five LLC find that further amending the PCS Site Lease Agreement is in the best interests of the City of Mansfield and STC Five LLC; and

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

SECTION 1

The City of Mansfield hereby agrees to amend the PCS Site Lease Agreement and First Amendment to PCS Site Agreement by executing the easement instrument, attached hereto as Exhibit A.

SECTION 2

The City Manager of the City of Mansfield, Texas, is hereby authorized and empowered to execute the lease instrument, attached hereto as Exhibit A.

SECTION 4

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

SECTION 5

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 _____, 2017.

Second reading approved on the _____ day of _____, 2017.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 201__.

David L. Cook, Mayor

ATTEST:

Jeanne Heard, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney
CITY ATTORNEY

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are hereby made a part of this Second Amendment.
2. **Status of Parties/Estoppel.** Owner acknowledges that the Agreement is in full force and effect and Owner does not have any presently known existing claims against Tenant or any offsets against rent due under the Agreement. There are no known (i) defaults of Tenant under the Agreement, or (ii) existing circumstances which with the passage of time, or notice, or both, would give rise to a default under the Agreement. Nothing contained herein shall be deemed a waiver of any unknown breach or violation(s) of any provision of this agreement.
3. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
4. **Section 1.1 Amendment: Leased Premises.** Owner hereby leases to Tenant an additional 336 square feet of the Owned Premises (the "Additional Space") and Section 1.1 of the Agreement is hereby amended to reference the Additional Space as described in Exhibit "C" attached hereto. The Leased Premises is hereby expanded to include both the Existing Leased Premises and the Additional Space granted to Tenant hereunder as described in Exhibit "D" attached hereto (the "New Leased Premises").
5. **Section 3.1 Amendment: Rent.** The Rent payable by Tenant as defined under Section 3 of the Agreement is hereby amended to be an annual payment of Thirty Four Thousand Nine Hundred Nine and 56/100 dollars (\$34,909.56) commencing on the later of the first day of the month following the full execution of this Second Amendment or the commencement of construction in the Additional Space; payable in equal installments of Two Thousand Nine Hundred Nine and 13/100 dollars (\$2,909.13) monthly. The Rent shall otherwise escalate as described in Section 3.5 of the Agreement.
6. **Sublease Fee.** The parties hereby acknowledge that Tenant is negotiating a Future Wireless Telephone Provider Sublease with Verizon Wireless ("Verizon") for the installation of equipment in the Additional Space. Pursuant to paragraph 6 of the First Amendment, Tenant agrees to pay Owner a Future Wireless Telephone Provided Sublease Fee in the amount of Three Hundred Fifty dollars (\$350) per month for Verizon's sublease. The first payment of the Future Wireless Telephone Provided Sublease Fee shall be due on the first day of the month following the commencement date of Verizon's Future Wireless Telephone Provided Sublease, and each subsequent payment shall be due on the first day of each month thereafter. If the Verizon Future Wireless Telephone Provided Sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay the Future Wireless Telephone Provided Sublease Fee for Verizon.

7. **Authority.** Owner represents and warrants that, as of the date of this Second Amendment, Owner is duly authorized and has the full power, right and authority to enter into the Second Amendment and to perform all of the Owner's obligations under this Second Amendment and to execute and deliver this Second Amendment to Tenant.
8. **Construction of Documents.** Each party hereto acknowledged that this Second Amendment shall not be construed in favor of or against the drafter hereof.
9. **Entire Agreement.** The Agreement, (as amended by the First Amendment and this Second Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Second Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence or prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Second Amendment.
10. **Counterparts.** This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.
11. **Remainder of Agreement Unaffected.** All other provisions of the Agreement and First Amendment shall remain in full force and effect and shall not be altered by this Second Amendment. Any conflict between the terms of the Agreement, the First Amendment and the Second Amendment, shall be controlled by the terms of this Second Amendment.
12. **Headings.** The headings contained in this Second Amendment are for reference purposes only and shall not modify or affect this Second Amendment in any manner whatsoever.
13. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the conveyance records of Tarrant County, Texas, at any time following the execution of this Second Amendment by all parties hereto.

**[Remainder of Page Left Blank Intentionally:
Signature Pages Begin on the Following Page]**

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

OWNER:

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this the ____ day of _____, 2017, by _____, City Manager of City of Mansfield Texas, for and on behalf of said entity and for the purposes, intents and consideration stated in the foregoing instrument. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgement with said appeared on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public
[Seal]

My Commission Expires: _____

Exhibit B

Existing Leased Premises Description

BEING a 0.041 acre (1,800.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 60.00 feet to a found 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 30.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 60.00 feet to the POINT OF BEGINNING, and containing 0.041 acre (1,800.00 square feet) of land, more or less.

Exhibit C

Additional Space Description

BEING a 0.008 acre (336.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod;

THENCE North 59° 10' 22" East for a distance of 36.00 feet to a set 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 14.00 feet to a set 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 24.00 feet to a set 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 14.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 24.00 feet to the POINT OF BEGINNING, and containing 0.008 acre (336.00 square feet) of land, more or less.

Exhibit D

New Leased Premises Description

BEING a 0.049 acre (2,136.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod for corner;

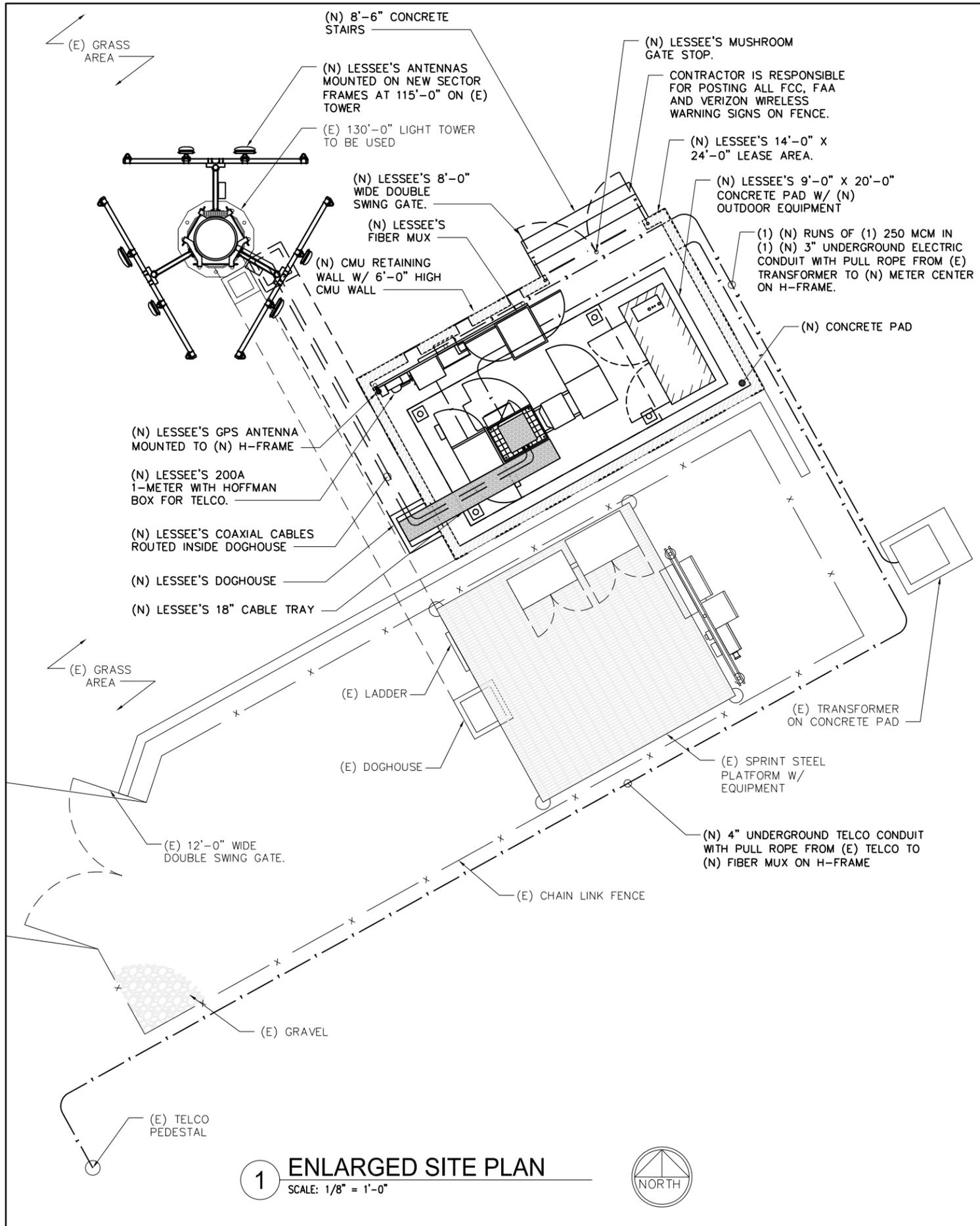
THENCE North 59° 10' 22" East for a distance of 36.00 feet to a set 1/2" iron rod for corner;

THENCE North 30° 49' 38" West for a distance of 14.00 feet to a set 1/2" iron rod for corner;

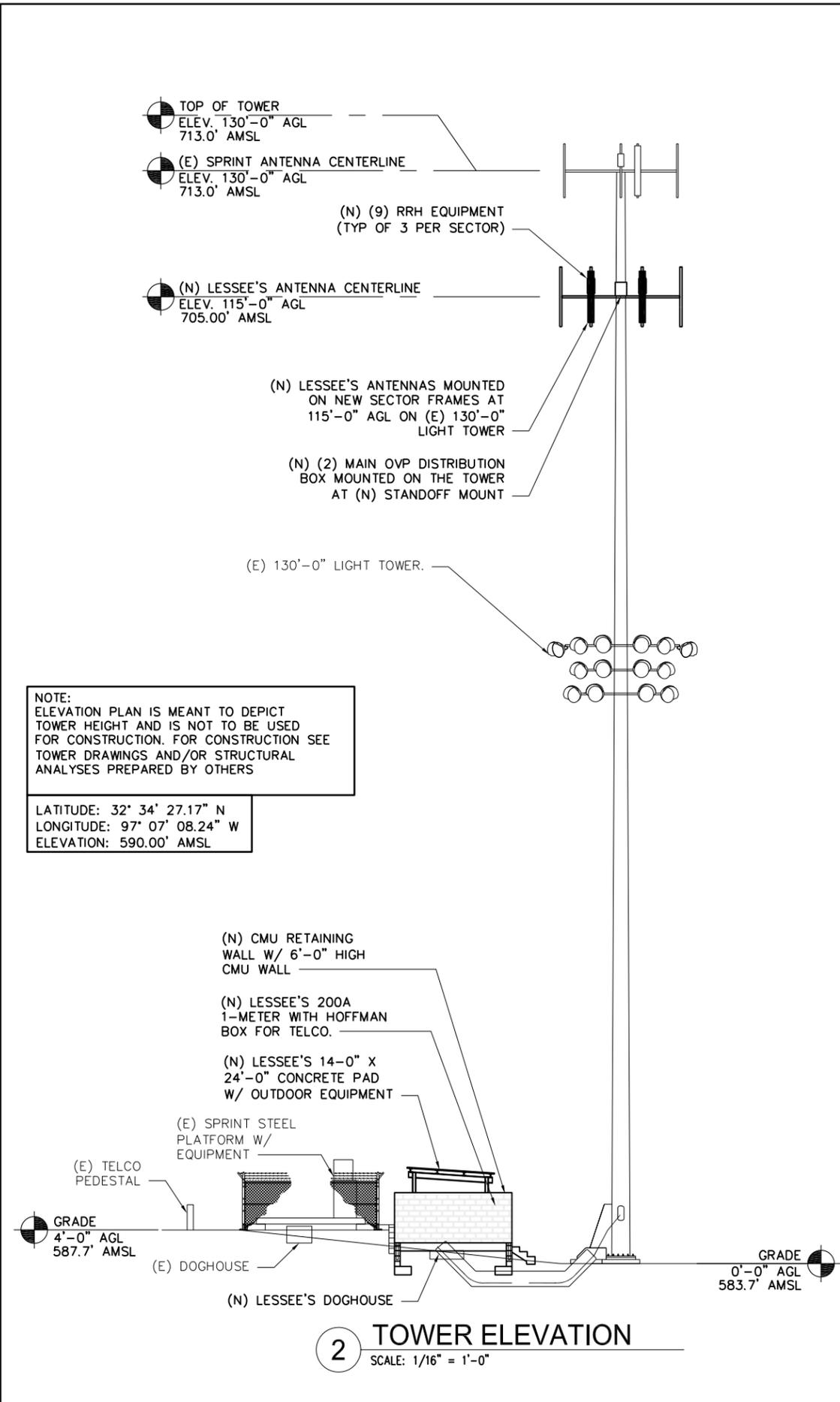
THENCE North 59° 10' 22" East for a distance of 24.00 feet to a set 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 44.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 60.00 feet to the POINT OF BEGINNING, and containing 0.049 acre (2,136.00 square feet) of land, more or less.



1 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"



NOTE:
ELEVATION PLAN IS MEANT TO DEPICT
TOWER HEIGHT AND IS NOT TO BE USED
FOR CONSTRUCTION. FOR CONSTRUCTION SEE
TOWER DRAWINGS AND/OR STRUCTURAL
ANALYSES PREPARED BY OTHERS

LATITUDE: 32° 34' 27.17" N
LONGITUDE: 97° 07' 08.24" W
ELEVATION: 590.00' AMSL

2 TOWER ELEVATION
SCALE: 1/16" = 1'-0"

NO.	DATE	ISSUED FOR REVIEW	REVISION
B	09/09/14		
A	08/20/14		

verizon wireless
7 VILLAGE CIRCLE SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 08/20/14	DRAWN BY: R. IRIZARRY	APPROVED BY: J. GEORGE
-------------------------	--------------------------	---------------------------

**LEASE EXHIBIT
DANBURY DR**

SITE # ID 301636
757 US HWY 287
MANSFIELD, TX 76063
TARRANT COUNTY

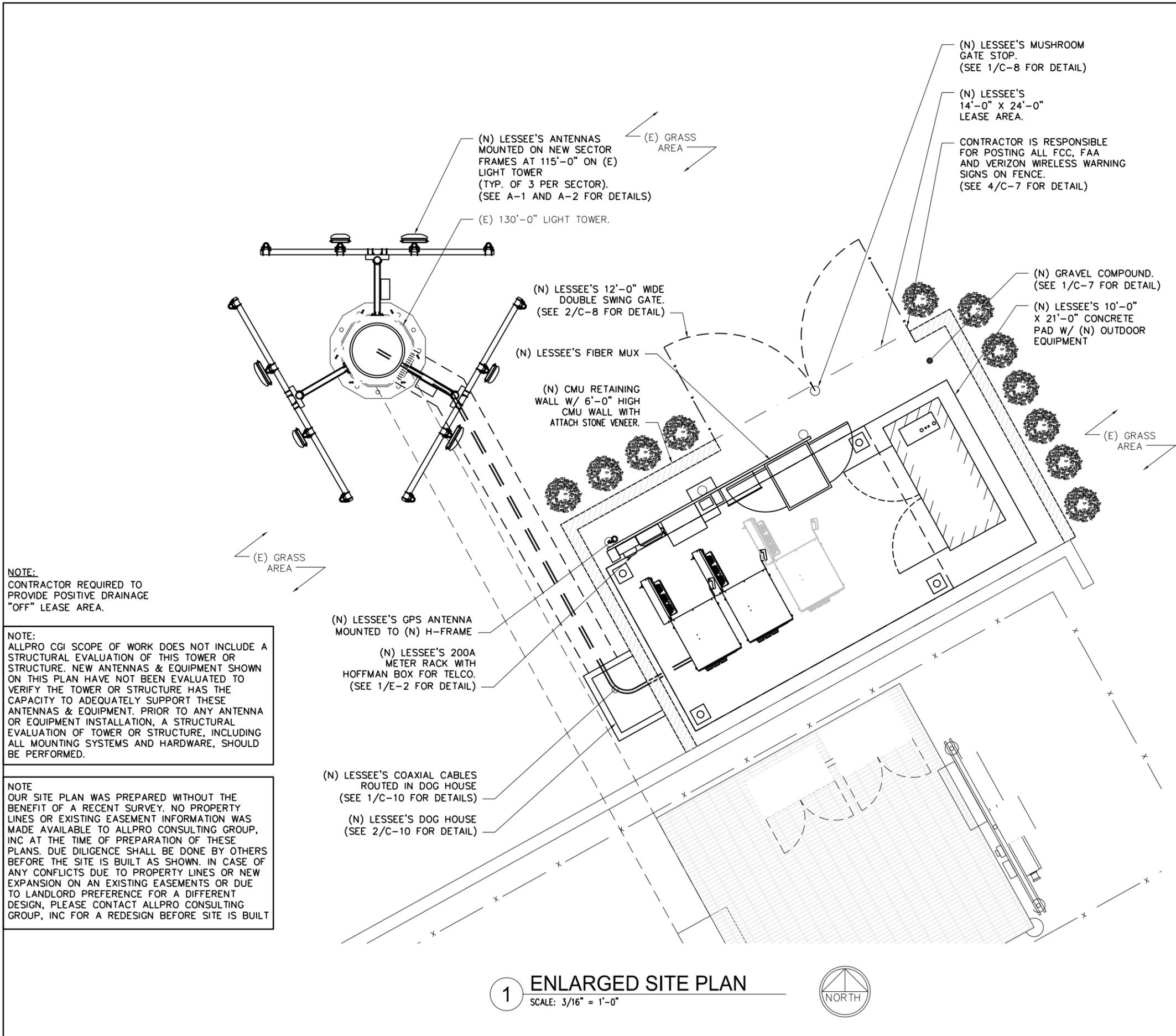
ALLPRO
CONSULTING GROUP, INC.

9221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM

FIRM REGISTRATION # 8242
ACGI# 14-5462

SHEET NAME
**ENLARGED SITE PLAN/
TOWER ELEVATION**

SHEET NUMBER
LE-1



NOTE:
CONTRACTOR REQUIRED TO PROVIDE POSITIVE DRAINAGE "OFF" LEASE AREA.

NOTE:
ALLPRO CGI SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS & EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, INCLUDING ALL MOUNTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.

NOTE:
OUR SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A RECENT SURVEY. NO PROPERTY LINES OR EXISTING EASEMENT INFORMATION WAS MADE AVAILABLE TO ALLPRO CONSULTING GROUP, INC AT THE TIME OF PREPARATION OF THESE PLANS. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT

1 ENLARGED SITE PLAN
SCALE: 3/16" = 1'-0"



NOTE 1:

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY TO PERMIT VERIFICATION OF THE DIFFERING CONDITIONS, AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

NOTE 2:

ANY AREA ALTERED FROM CONSTRUCTION TO BE RETURNED TO ITS ORIGINAL STATE. GRASS AREA SHALL BE SEEDED AND MAINTAINED UNTIL SEEDS HAVE GERMINATED

NOTE 3:

CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

NOTE 4:

CONTRACTOR TO INSTALL EROSION CONTROL MEASURES ALONG PERIMETER OF ALL CONSTRUCTION SUFFICIENT TO PREVENT STORM WATER RUNOFF CONTAMINATION. (SEE 1/C-6 FOR DETAIL).

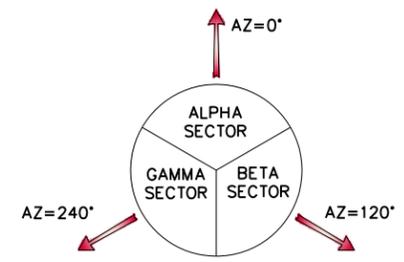
NOTE 5:

THE CONTRACTOR SHALL CLEAN-UP AND REMOVE FROM THE WORK SITE ON A DAILY BASIS (OR SOONER IF DIRECTED BY THE VERIZON WIRELESS PROJECT MANAGER) ALL RUBBISH AND CONSTRUCTION DEBRIS, RESULTING FROM HIS OWN WORK. THE CONTRACTOR SHALL SUPPLY A DUMPSTER OR SIMILAR TRASH STORAGE/REMOVAL DEVICE AT JOBSITES WHERE CONSTRUCTION DEBRIS OR GARBAGE IS GENERATED.

NOTE 6:

THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL SURFACE GROWTH, INCLUDING TREES, VEGETATION, RUBBISH, UNDERGROWTH, STUMP AND ROOT STRUCTURES, SURFACE BOULDERS, AND ANY OTHER OBJECTIONABLE MATERIAL FROM THE TOWER BASE, GUYS PATHS, GUY ANCHOR AREA, BUILDING AREA, AND ROADS.

0° = TRUE NORTH



ANTENNA ORIENTATION

NO.	DATE	ISSUED FOR REVIEW	REVISION
A	08/28/14		

7 VILLAGE CIRCLE SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 08/20/14	DRAWN BY: S. NONGNUJ	APPROVED BY: J. GEORGE
-------------------------	-------------------------	---------------------------

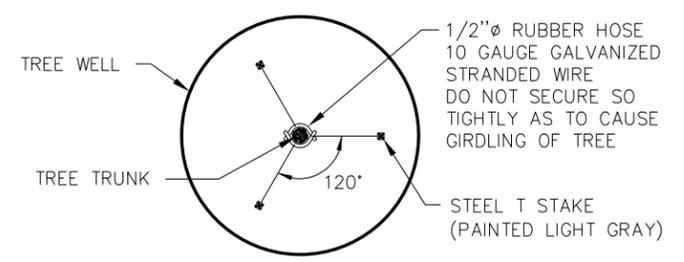
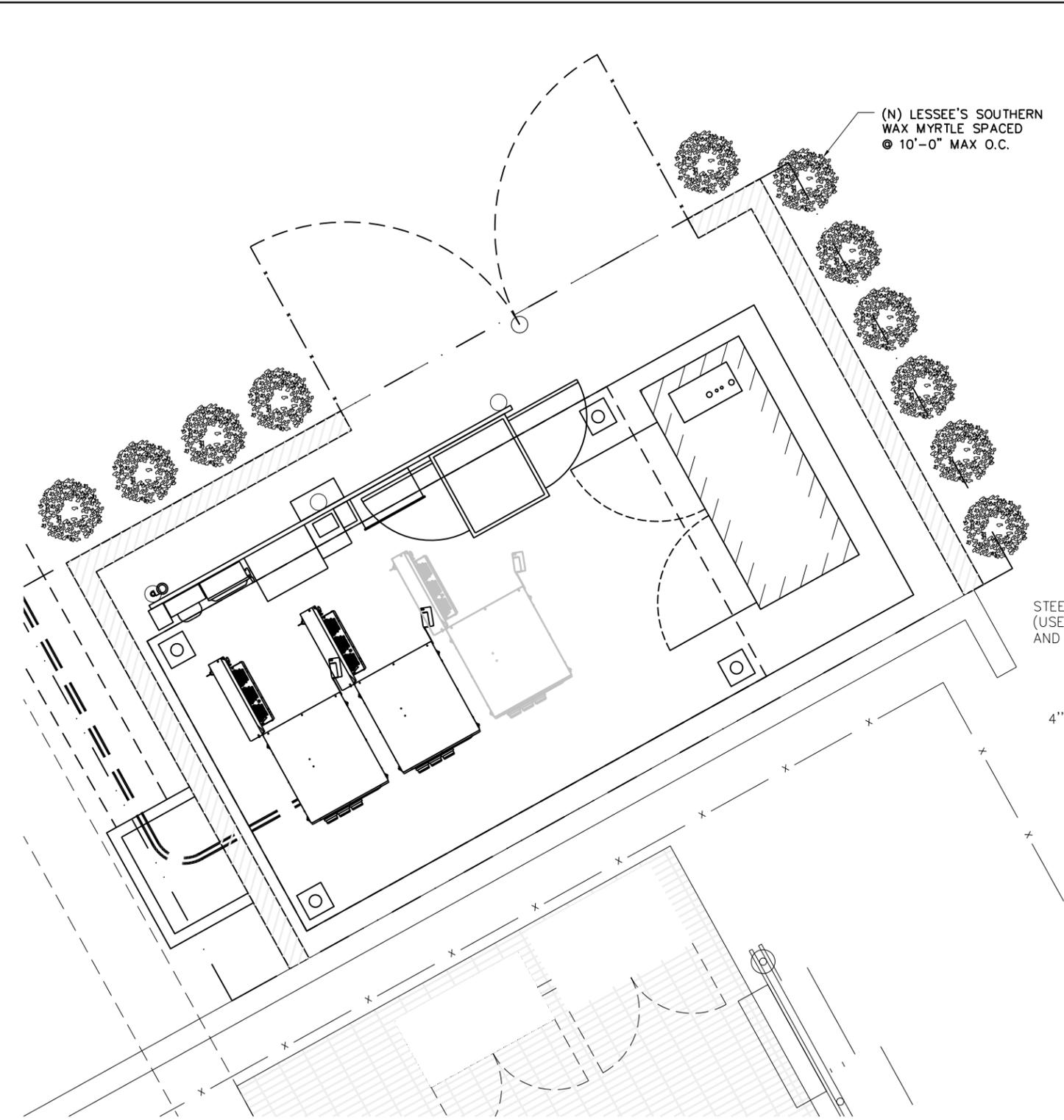
**NEW SITE BUILD
DANBURY DR**

SITE # ID 301636
757 US HWY 287
MANSFIELD, TX 76063
TARRANT COUNTY

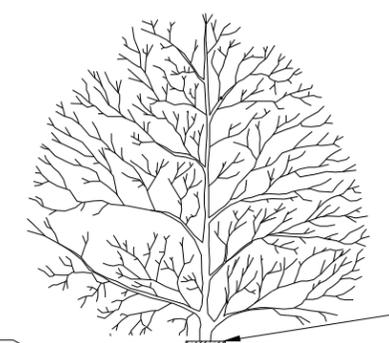
8221 LYNDON B JOHNSON FREEWAY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
FIRM REGISTRATION # 8242
ACGI# 14-5579

SHEET NAME
**ENLARGED
SITE PLAN**

SHEET NUMBER
C-2



PLAN AT HOSE TIE



NOTES:
 TOP OF ROOTBALL TO BE FLUSH WITH FINISHED GRADE
 TEMPORARY TREE WELL, STAKES AND WIRE TO BE REMOVED AFTER ONE FULL GROWING SEASON

MINIMUM 1/2" I.D. HOSE TO PROTECT TREE TRUNK.(SEE PLAN)
 10 GAUGE GALVANIZED STRANDED WIRE
 TREE CALIPER MEASURED ABOVE TOP OF ROOTBALL. (6" FOR TREES LESS THAN 4" CALIPER AND 12" FOR TREES 4" CALIPER AND GREATER)
 BACKFILL PLANTING PIT WITH 2/3 NATIVE SOIL AND 1/3 PREPARED SOIL, MIX THOROUGHLY PRIOR TO BACKFILLING. SATURATE WITH WATER TO ELIMINATE VOIDS.
 NOTE:
 FOR UNDERDRAINS IN PLANTERS, SEE DETAIL 10, SHEET 11

1 TREE PLANTING AND STAKING
 SCALE: N.T.S.

2 LANDSCAPING PLAN
 SCALE: N.T.S.

NO.	DATE	ISSUED FOR REVIEW	REVISION
A	08/28/14		

verizon
 7 VILLAGE CIRCLE SUITE #400
 WESTLAKE, TEXAS 76262

DATE DRAWN: 08/20/14	DRAWN BY: S. NONGNUJ	APPROVED BY: J. GEORGE
-------------------------	-------------------------	---------------------------

NEW SITE BUILD
DANBURY DR
SITE # ID 301636
 757 US HWY 287
 MANSFIELD, TX 76063
 TARRANT COUNTY

ALLPRO
 CONSULTING GROUP, INC.
 9221 LYNDON B JOHNSON FREEWAY
 SUITE 204, DALLAS, TX 75243
 PHONE: 972-231-8893
 FAX: 866-364-8375
 WWW.ALLPROCGI.COM
 FIRM REGISTRATION # 8242
 ACGI# 14-5579

SHEET NAME
 LANDSCAPING PLAN

SHEET NUMBER
C-8



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 16-2145

Agenda Date: 1/9/2017

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

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

Requested Action

Approval of Economic Development and Performance Agreement for Midwest Property, LLC

Recommendation

Staff recommends approval of Economic Development and Performance Agreement for Midwest Property, LLC

Description/History

Midwest Fastener Corporation is considering the possible construction a new distribution facility in Mansfield. Midwest is a Michigan based distributor of packaged fasteners serving the hardware store, home center and industrial markets.

They have outgrown their existing facility in Dallas and have proposed building a new facility in Mansfield. They are considering a 7± acre site at 601 S. 5th Avenue.

Midwest will make a minimum capital investment of \$2,500,000 and will create a minimum of 15 jobs over the next five years.

Midwest requested assistance from MEDC in the amount of \$250,000 for fire lane improvements and at the December 6th meeting the MEDC Board voted 5 to 0 to provide economic development assistance for actual costs of the fire lane improvements not to exceed \$250,000.

Justification

By providing assistance to Midwest Fastener, Mansfield will gain a minimum of 15 new jobs over the next 5 years and additional ad valorem tax revenue generated by the new facility

Funding Source

4A

Prepared By

Scott Welmaker, Director Economic Development, 817-728-3651

RESOLUTION NO. _____

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

WHEREAS, the City Council has been presented a proposed Economic Development and Performance Agreement by and between Midwest Property, LLC, a copy of which is attached hereto as Exhibit “A”: and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Economic Development and Performance Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and the MEDC President shall be authorized to execute on behalf of the MEDC.

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

SECTION 1.

The terms and conditions of the Economic Development and Performance Agreement attached hereto as exhibit “A” have been reviewed by the City Council of the City of Mansfield, and found to be acceptable and in the best interest of the City of Mansfield and its citizens, and is hereby in all things approved.

SECTION 2.

The President of the MEDC is hereby authorized to execute the Economic Development and Performance Agreement, and all other documents in connection therewith, on behalf of the MEDC, substantially according to the terms and conditions set forth in the Agreement.

SECTION 3.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE _____ DAY OF _____, 2017

Mayor David L Cook

ATTEST:

City Secretary

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
MIDWEST PROPERTY, LLC**

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“**Corporation**”), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (“**Act**”), and MIDWEST PROPERTY, LLC (“**Midwest**”), a Michigan limited liability company. Midwest and the Corporation may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Midwest intends to construct a 40,000 square foot warehouse/distribution facility on property located at 601 S. 5th Avenue, Mansfield, Texas (“**Facility**”);

WHEREAS, as a component of the construction of the Facility, Midwest will be constructing fire lane improvements at the Facility;

WHEREAS, Midwest has requested financial assistance from the Corporation for the construction of the improvements, and the Corporation has determined and found that the requested grant will be used to fund a “project” as defined in Section 501.101 of the Act; specifically, that the expenditure of the Corporation is required or suitable for manufacturing, industrial or warehouse use, or other qualifying use under Section 501.101 of the Act;

WHEREAS, the Corporation also finds that the requested grant will be used to fund a “project” as defined in Section 501.103 of the Act and that such grant is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

“**Act**,” “**Agreement**,” “**Corporation**,” “**Midwest**,” “**Facility**” have the meanings set forth above in the preamble and recitals of this Agreement.

“**Capital Investment**” means the actual cost incurred by Midwest attributable to the construction and installation of the Facility.

“**Certificate of Occupancy**” means the document issued by the City of Mansfield certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupying.

“Director” means the Corporation’s Economic Development Director.

“Effective Date” means the date this Agreement is fully executed by both the Corporation and Midwest.

“Grant” means the payment to be made by the Corporation to Midwest pursuant to this Agreement as a partial reimbursement for the cost of the Improvements and upon the terms, conditions and provisions set forth herein, such payment to a sum calculated as follows: the lesser of: (i) 100% of the actual costs of the Improvements, or (ii) \$250,000.

“Impositions” mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Midwest or any property or any business owned by Midwest within the City of Mansfield, including, regardless of ownership, the Facility.

“Improvements” mean the fire lane improvements constructed at the Facility.

“Primary Jobs” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours and falling under the definition of primary jobs in Section 501.002(12) of the Act.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter for a period of six (6) years, unless terminated earlier under the terms of this Agreement.

ARTICLE 3 COVENANTS OF MIDWEST

3.01 **Midwest Obligations.** In consideration of Corporation agreeing to pay Midwest the Grant in accordance with the terms and conditions of this Agreement, Midwest, agrees to:

- (a) Make a total Capital Investment in an amount of no less than \$2,500,000 on or before December 31, 2017;
- (b) Make the Improvements;
- (c) Obtain a Certificate of Occupancy for the Facility no later than December 31, 2017;

- (d) Create a minimum of fifteen (15) Primary Jobs at the Facility within five (5) years of the Effective Date of this Agreement.
- (e) Provide documentation to the Corporation evidencing the achievement of the Capital Investment (including separate detailed evidence of the actual cost of the Improvements) in a manner acceptable to the Corporation.

3.02 Undocumented Workers. Midwest covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Midwest is convicted of a violation under 8 U.S.C. Section 1324a (f), Midwest shall repay to the Corporation the full amount of all payments made under Section 5 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Midwest receives a notice of violation from the Corporation.

ARTICLE 4 GRANT BY CORPORATION

Provided that Midwest is in compliance with the terms of this Agreement, and upon full satisfaction by Midwest of the conditions set forth above in Section 3.01 (a), (b), (c), and (e), Midwest may send a written request to the Corporation for the Grant, whereupon the Corporation shall pay the Grant to Midwest within thirty (30) days.

ARTICLE 5 IMPROVEMENTS

Midwest shall be solely responsible for the design of the Improvements and shall comply with all building codes and other ordinances of the City of Mansfield applicable to the construction of the Improvements.

ARTICLE 6 TERMINATION AND REPAYMENT

- 6.01 Termination. This Agreement may be terminated upon any one or more of the following:
- (a) by mutual written agreement of the parties;
 - (b) upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
 - (c) upon written notice by Corporation, if Midwest suffers an event of bankruptcy or insolvency;

- (d) upon written notice by Corporation, if any Impositions owed to the City of Mansfield by Midwest become delinquent; or
- (e) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

6.02 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 6.01(b), (c), or (d), Midwest shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Midwest prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, from the Effective Date until paid.

6.03 Offset. Corporation may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City of Mansfield by Midwest, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court.

ARTICLE 7 INDEMNIFICATION

MIDWEST, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR THE FACILITY. MIDWEST AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY MIDWEST OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF MIDWEST, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

**ARTICLE 8
ACCESS TO INFORMATION**

Upon the corporation's request, Midwest agrees to provide the Corporation access to information, documents, invoices, receipts or other records to verify Midwest's compliance with this Agreement.

**ARTICLE 9
GENERAL PROVISIONS**

9.01 Mutual Assistance. Midwest and the Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

9.02 Representations and Warranties. Midwest represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Midwest represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

9.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.04 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

9.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Midwest and the Corporation.

9.06 Successors and Assigns.

(a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Midwest may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation; provided, however, that the parties agree that Midwest may assign, without further Corporation approval, all or part of its rights and obligations under this Agreement to Midwest Fastener Corporation or Devere Corporation. Any assignment must be made by written agreement, and the assignee must agree to comply with the obligation(s) of Midwest to be assigned. Nothing in this section shall release Midwest from Midwest's obligations under this Agreement unless the Corporation gives its express written consent.

(b) Collateral Assignment. Notwithstanding Section 9.06(a), Midwest shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Improvements, all rights,

title, and interests of Midwest to receive the Grant under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the Corporation, which shall not be unreasonably delayed or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent, (ii) shall require notice to the Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Midwest to perform under this Agreement. No collateral assignment may relieve Midwest from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with the Corporation's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the Corporation's board of directors for approval.

9.07 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

MIDWEST: Midwest Property, LLC
9031 Shaver Road,
Portage, Michigan 49024
ATTN: Bob DeVries, Member

With a copy to: Midwest Property, LLC
9031 Shaver Road,
Portage, Michigan 49024
ATTN: Henry DeVries, Member

CORPORATION: Mansfield Economic Development Corporation
301 South Main Street
Mansfield, Texas 76063
Attn: Director

With a copy to: Mansfield Economic Development Corporation Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

9.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

9.09 Applicable Law/Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas; exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas.

9.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

9.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

9.13 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of either party under this Agreement.

9.14 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

9.15 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

MIDWEST PROPERTY, LLC,
a Michigan limited liability Corporation

By: _____
Bob DeVries, Member

Date: _____