



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 10, 2018

5:00 PM

Council Chambers

REGULAR MEETING

1. 5:00 P.M. - CALL MEETING TO ORDER

2. RECESS INTO EXECUTIVE SESSION

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

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

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

Seek Advice of City Attorney Regarding the Disposition of City Owned Property

Seek Advice of City Attorney Regarding Matters Related to Human Resource Management

Seek Advice of City Attorney Regarding Proportionality, Credits, Offsite Infrastructure for Proposed Developments

Seek Advice of City Attorney Regarding Legality of Fee Abatements

Seek Advice of City Attorney Regarding Code Enforcement Matters Related to Residential Light Pollution

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

C. Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Discussion Regarding Project #18-04 - New Industrial Development Project

- 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. PRESENTATION**

Outstanding Municipal Utility Award - Texas Municipal League

- 9. CITIZEN COMMENTS**

Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."

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

- 10. COUNCIL ANNOUNCEMENTS**

- 11. 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

Can I Recycle It Public Education Campaign Launch - Howard Redfearn

12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

13. 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

[18-2823](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Auto Parts or Accessory Sales (Indoor) Uses on Approximately 0.982 Acres Located at 1597 FM157; David Tipton of CEI Engineering Associates Inc. on Behalf of Carolyn Thaemert of AutoZone, Inc. (ZC#18-017)

Presenters: Joe Smolinski and Lisa Sudbury

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A](#)

[Exhibits B - D](#)

[18-2862](#)

Resolution - A Resolution to Consider Executing a Distribution Pole License Agreement with Oncor Electric Delivery Company LLC Allowing the City of Mansfield and Its Contractors to Attach Fiber Optic Cable to Oncor-Owned Poles for Service to the Elmer W. Oliver Nature Park and the Parks and Recreation Administration Building

Presenters: Shelly Lanners and Matt Young

Attachments: [Resolution](#)

[Oncor Distribution Pole License Agreement](#)

[18-2864](#)

Resolution - A Resolution Amending the Bylaws of the Keep Mansfield Beautiful Commission

Presenters: Joe Smolinski and Howard Redfearn

Attachments: [Resolution](#)

[KMB Bylaws Redlined](#)

[18-2877](#)

Resolution - A Resolution Amending the Bylaws of the Mansfield Commission for the Arts

Presenters: Shelly Lanners and Theresa Cohagen

Attachments: [Resolution](#)

[Amended Bylaws MCA](#)

[18-2846](#) Request for Special Event Permit: Mansfield Fire Rescue Safety Palooza

Presenters: Barry Bondurant and The Applicant

Attachments: [Mansfield Fire Rescue Safety Palooza App](#)

[Approval & Comments](#)

[18-2853](#) Minutes - Approval of the August 20, 2018 Special City Council Meeting Minutes

Presenters: Shelly Lanners and Tracy Norr

Attachments: [8-20-2018 DRAFT Meeting Minutes](#)

[18-2854](#) Minutes - Approval of the August 27, 2018 Regular City Council Meeting Minutes

Presenters: Shelly Lanners and Tracy Norr

Attachments: [8-27-18 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

14. PUBLIC HEARING AND FIRST READING

[18-2837](#) Ordinance - Public Hearing and First Reading of an Ordinance of the City Council of the City of Mansfield, Texas Approving the Annual Plan of Service and Budget of the South Pointe Public Improvement District

Presenters: Peter Phillis

Attachments: [Ordinance](#)

[18-2861](#) Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to OP Office Park District on Approximately 0.647 Acres out of the Joab Watson Survey, Abstract No. 1632, Located at 4451 E. Broad Street; Bob Blackwelder of HCC Contracting, Inc. on Behalf of Smart & Stella Ajayi of Harplet Marketing, LLC (ZC#18-019)

Presenters: Joe Smolinski and Lisa Sudbury

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Property Description](#)

15. NEW BUSINESS

[18-2850](#) Board Appointments: Planning & Zoning Commission

Presenters: Shelly Lanners and Tracy Norr

[18-2851](#) Board Appointments: Zoning Board of Adjustment

Presenters: Shelly Lanners and Tracy Norr

[18-2852](#) Board Appointments: MEDC

Presenters: Shelly Lanners and Tracy Norr

[18-2855](#) Board Appointments: Mansfield Park Facilities Development Corporation (MPFDC)

Presenters: Shelly Lanners and Tracy Norr

[18-2856](#) Board Appointments: Library Advisory Board

Presenters: Shelly Lanners and Tracy Norr

[18-2857](#) Board Appointments: Historic Landmark Commission

Presenters: Shelly Lanners and Tracy Norr

[18-2858](#) Board Appointments: Keep Mansfield Beautiful

Presenters: Shelly Lanners and Tracy Norr

[18-2859](#) Board Appointments: Mansfield Commission for the Arts

Presenters: Shelly Lanners and Tracy Norr

[18-2860](#) Board Appointments: Construction Codes Board of Adjustment & Appeals

Presenters: Shelly Lanners and Tracy Norr

[18-2849](#) 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 TJM Research, LLC and MCREHCO Holdings, LLC and Authorizing Its Execution by The President of The MEDC; and Providing an Effective Date

Presenters: Clayton Chandler and Richard Nevins

Attachments: [Resolution](#)

[TJM ED Performance Agreement](#)

[18-2863](#) 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 Mouser Electronics, Inc. and Authorizing its Execution by the President of the MEDC; and Providing an Effective Date

Presenters: Clayton Chandler and Richard Nevins

Attachments: [Resolution](#)

[Mouser Office Performance Agreement](#)

[18-2865](#) Ordinance - First Reading of an Ordinance Amending Section 150.020 of the Code of Ordinance - Appointment of Member to the Construction Codes Board of Adjustments and Appeals

Presenters: Joe Smolinski

Attachments: [Ordinance](#)

[18-2866](#) Ordinance - First Reading of an Ordinance Considering Approval of an

Ordinance Adopting the Budget for the Fiscal Year Beginning on October 1, 2018, and Ending on September 30, 2019, and Making Appropriations for Each Fund and Department

Presenters: Peter Phillis

Attachments: [Ordinance](#)

[18-2869](#)

Ordinance - First Reading of an Ordinance Levying the Ad Valorem Taxes for Fiscal Year 2019 at a Rate of \$0.71000 per One Hundred Dollars (\$100) Assessed Valuation on all Taxable Property

Presenters: Peter Phillis

Attachments: [Ordinance](#)

[18-2872](#)

Ordinance - First Reading of an Ordinance Approving an Agreement for Waste Disposal Services Between the City of Mansfield and Republic Waste Services of Texas, Ltd.; Authorizing the City Manager to Execute all Documents Necessary to Complete the Transaction; and Providing an Effective Date

Presenters: Peter Phillis

Attachments: [Ordinance](#)

[Contract Final](#)

[Presentation - Survey](#)

16. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 10, 2018 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, September 6, 2018 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Tracy Norr, 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 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 18-2823

Agenda Date: 9/10/2018

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 Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Auto Parts or Accessory Sales (Indoor) Uses on Approximately 0.982 Acres Located at 1597 FM157; David Tipton of CEI Engineering Associates Inc. on Behalf of Carolyn Thaemert of AutoZone, Inc. (ZC#18-017)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on July 16, 2018, and voted 6-0 to approve as presented. Vice-Chairman Smithee was absent.

Description/History

First Reading

The subject property consists of 0.982 acres, developed with a 5,331 sq. ft. retail building used for auto parts or accessory sales and a 35-space parking lot for customers and employees. The property is situated on the west side of FM 157, less than 200 feet south of Debbie Lane. The property is surrounded by a restaurant/bar and retail/service uses to the north (zoned C-2), vacant land to the west (zoned C-2), mini-warehouses to the south (zoned C-2), and auto body repair (zoned C-3) and vacant land (zoned C-2) to the east (across FM 157).

Zoning Request

The applicant is requesting to re-zone the property from C-2 Community Business District to PD Planned Development District for auto parts or accessory sales (indoor). The primary purpose of the PD zoning request is to allow a building expansion that matches the architecture of the existing building; the existing building's architecture predated the current architectural requirements of the Zoning Ordinance. In addition, auto parts or accessory sales are no longer allowed in the C-2 zoning district, so either a specific use permit (SUP) or PD zoning is now required to allow this use. Since the applicant is not following all the Zoning Ordinance requirements as it relates to building architecture, PD zoning is required.

Development Plan

The applicant is proposing a 1,800 sq. ft. addition to the rear (west) of the existing building. With the addition, the building will now be approximately 7,131 sq. ft. in size. The addition is the same width as the existing building (90') and will increase the depth of the building from 60' to 80'. The addition will be the same height as the existing building - 18'-10". The existing parking layout and access will not change. This use requires a parking ratio of 1 parking space per 200 sq. ft., or 35 spaces based on the total size of the building (including the addition). 35 spaces are provided. The existing trash enclosure will not change, however the applicant notes that it will be screened in accordance with the regulations of Section 7301.B of the Zoning Ordinance and also notes that all equipment will be screened in accordance with the regulations of Section 7301.A of the Zoning Ordinance. The existing sign will not change, but the applicant

notes that any new signage or modification to existing signage will comply with the regulations for C-2 zoned property as outlined in Section 7100 of the Zoning Ordinance. The applicant also notes that there will be no outside storage on the property.

Elevations

The provided Elevations show that for the building addition, the applicant plans a continuation of the smooth face concrete masonry unit (CMU) architecture and the same color scheme (white, light grey, dark grey, red, orange, and black) of the existing building. On the development plan, the applicant notes the following deviations from the Zoning Ordinance as it relates to architectural requirements: 70% masonry (brick, stone, or split-face CMU) requirement, prohibited materials (smooth face CMU), and at least four architectural elements.

Landscape Plan

As indicated in the Landscape Plan, the applicant will preserve the three existing trees in the front of the property (between the parking lot and FM 157) and will also be adding 5 trees and a 20' front buffer yard as required by the Zoning Ordinance. In addition, the applicant will provide a 10' buffer yard on the north, west, and south sides of the property and a total of 28 trees, as required by the Zoning Ordinance, except along the south side of the building where the width is too narrow to accommodate plantings. Parking lot trees will also be provided as required, as well as shrubs to screen the parking lot from the street and shrubs to screen the trash enclosure.

Summary

The proposed building addition, while small in scale, will allow an existing business the ability to expand. While it does not meet the architectural requirements, it matches the architecture of the existing building. In addition, the applicant will be making significant enhancements to the site landscaping to enhance the appearance of the site and the surrounding area, as well as meet the landscaping requirements.

Second Reading

The City Council held a public hearing and first reading on August 13, 2018, and voted 7 - 0 to approve as presented. No changes have been made to the plans.

Third Reading

The City Council held a public hearing and second reading on August 27, 2018 and voted 7 - 0 to approve. No changes have been made to the plans.

Prepared By

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

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 AUTO PARTS OR ACCESSORY SALES (INDOOR) 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; 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 – 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 _____, 2018.

Second reading approved on the _____ day of _____, 2018.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2018.

David L. Cook, Mayor

ATTEST: _____
Tracy Norr, City Secretary

APPROVED AS TO FORM AND LEGALITY

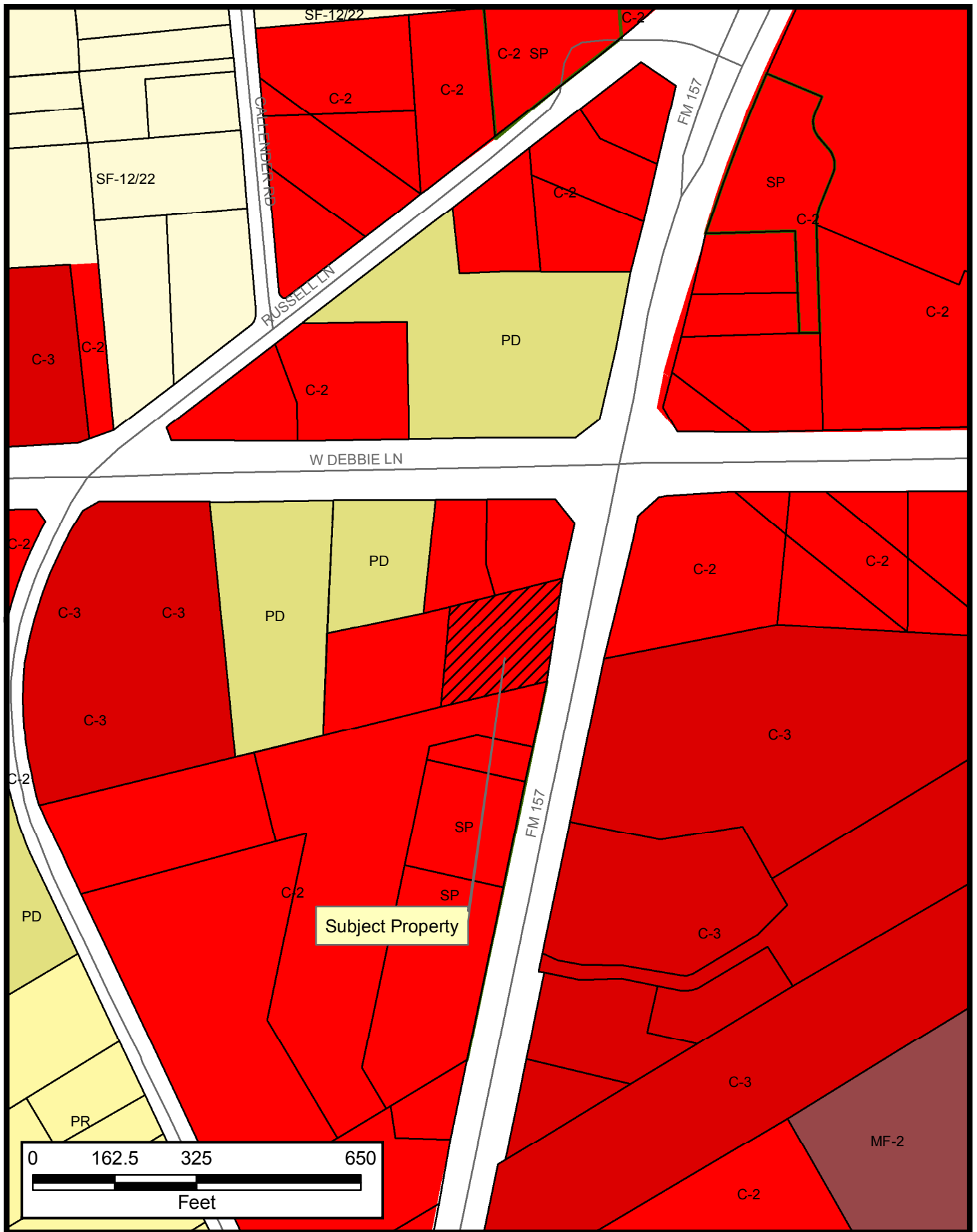
Allen Taylor, City Attorney



ZC#18-017

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.

6/22/2018



ZC#18-017

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6/22/2018

Property Owner Notification for ZC#18-017

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
GENTRY, NORMAN L ADDITION	BLK 1	CUBESMART LP	PO BOX 320099	ALEXANDRIA, VA	22320
GENTRY, NORMAN L ADDITION	BLK 1	PATTERSON, JOHN E & CANDY L	790 NEWT PATTERSON RD	MANSFIELD, TX	76063-6326
GENTRY, NORMAN L ADDITION	BLK 1	OLA ALEXANDER LP	4910 DUBLIN CREEK LN	ALLEN, TX	75002
GOLDEN ACRES ADDITION	BLK 1	WEST DEB-157 LLC	514 OAK FOREST CT	KENNEDALE, TX	76060
OAKDALE ADDITION-MANSFIELD	BLK 5	O'REILLY AUTO ENTERPRISES LLC	233 S PATTERSON AVE	SPRINGFIELD, MO	65802-2298
OAKDALE ADDITION-MANSFIELD	BLK 5	AUTOZONE TEXAS L P	PO BOX 2198	MEMPHIS, TN	38101-2198
OAKDALE ADDITION-MANSFIELD	BLK 5	TAN, RICHARD	1204 CHESAPEAKE DR	MANSFIELD, TX	76063
OAKDALE ADDITION-MANSFIELD	BLK 5	HART SYSTEMS INC	PO BOX 40888	FORT WORTH, TX	76140-0888
OAKDALE ADDITION-MANSFIELD	BLK 5	JALALI, MOHAMMAD	PO BOX 14552	ARLINGTON, TX	76094-1552
PAYLESS ADDITION (MANSFIELD)	BLK 1	NORRIS TEXAS PROPERTIES LLC	1580 HWY 157 N	MANSFIELD, TX	76063-3918

EXHIBIT A - ZC#18-017

Lot 2R2, Block 5, Oakdale Addition

Description of a 0.982 acre tract out of the S.S. Callender Survey, Abstract No. 359, Tarrant County, Texas; said tract being all of Lot 2R2, Block 5, Oakdale Addition, an addition to the City of Mansfield, Tarrant County, Texas, according to the Re-Plat recorded in Cabinet A, Slide 7345, Plat Records, Tarrant County, Texas; said tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with plastic cap stamped "JDZ 2490" found for the northeast corner of said Lot 2R2; said point being the southeast corner of Lot 6-R-2, Block 5, Oakdale Addition, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 12075, Plat Records, Tarrant County, Texas; said point being also on the west right-of-way line of F.M. Highway No. 157 (a 120-foot public right-of-way);

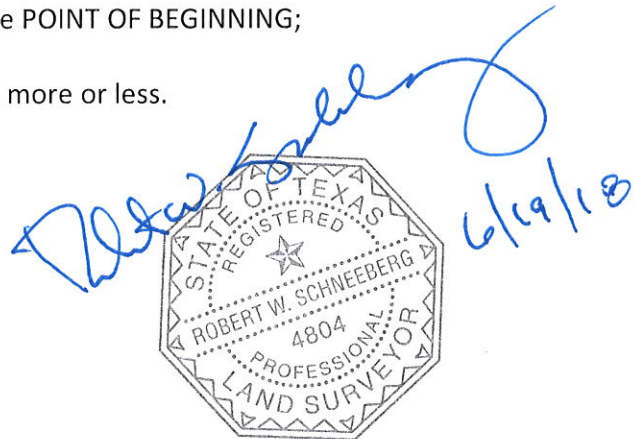
THENCE, South 11 degrees 49 minutes 24 seconds West, with said west right-of-way line, a distance of 218.52 feet to a point for the southeast corner of said Lot 2R2 (a found 1/2-inch iron rod with plastic cap stamped "RPLS 4888" bears North 84 degrees 54 minutes 08 seconds East, 0.53 feet); said point being also the northeast corner of Lot 1R2, Block 1, Norman L. Gentry Addition, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6932, Plat Records, Tarrant County, Texas;

THENCE, South 76 degrees 08 minutes 58 seconds West, with the common line between said Lots 2R2 and 1R2, a distance of 206.37 feet to a 1/2-inch iron rod with plastic cap stamped "Brittain Crawford" found for the southwest corner of said Lot 2R2; said point being also the southeast corner of Lot 2R1, Block 5 of said Oakdale Addition recorded in Cabinet A, Slide 7345;

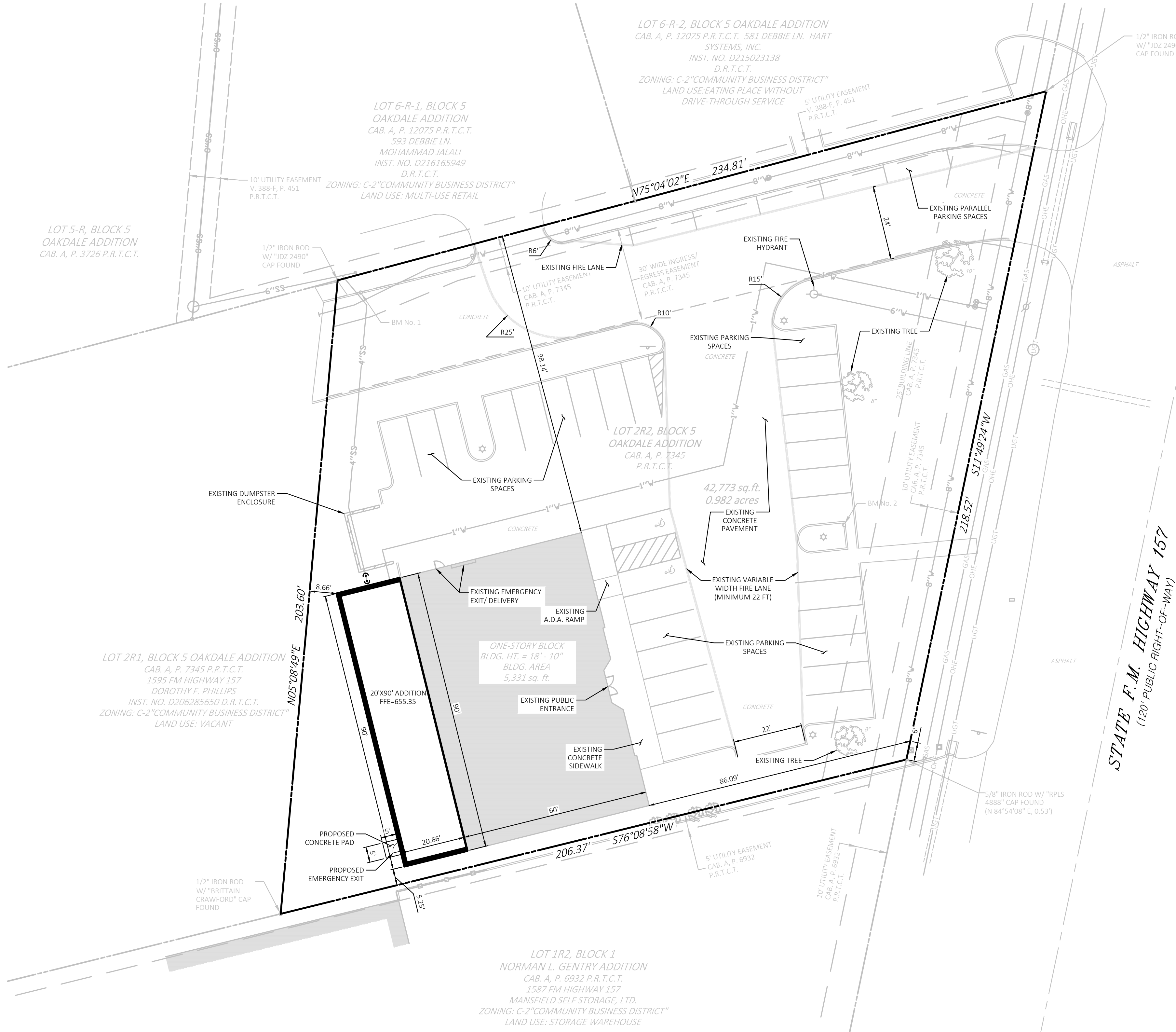
THENCE, North 05 degrees 08 minutes 49 seconds East, with the common line between said Lots 2R1 and 2R2, a distance of 203.60 feet to a 1/2-inch iron rod with plastic cap stamped "JDZ 2490" found for the northwest corner of said Lot 2R2 and the northeast corner of said Lot 2R1; said point being also on the south line of Lot, 6-R-1, Block 5 of said Oakdale Addition recorded in Cabinet A, Slide 12075;

THENCE, North 75 degrees 04 minutes 02 seconds East, with the common line between said Lots 2R2 and 6-R-1, at a distance of 98.53 feet passing the southeast corner of said Lot 6-R-1 and the southwest corner of said Lot 6-R-2; continuing, with the common line between said Lots 2R2 and 6-R-2, in all, a distance of 234.81 feet to the POINT OF BEGINNING;

CONTAINING, 42,773 square feet or 0.982 acres of land, more or less.



JOB # 30774 DRAWING: 30774 SP.dwg LAST SAVED BY: GRINAM LOCATION: P: 30000 30774 0 Drawings Design Rev: 2 30774 SP.dwg

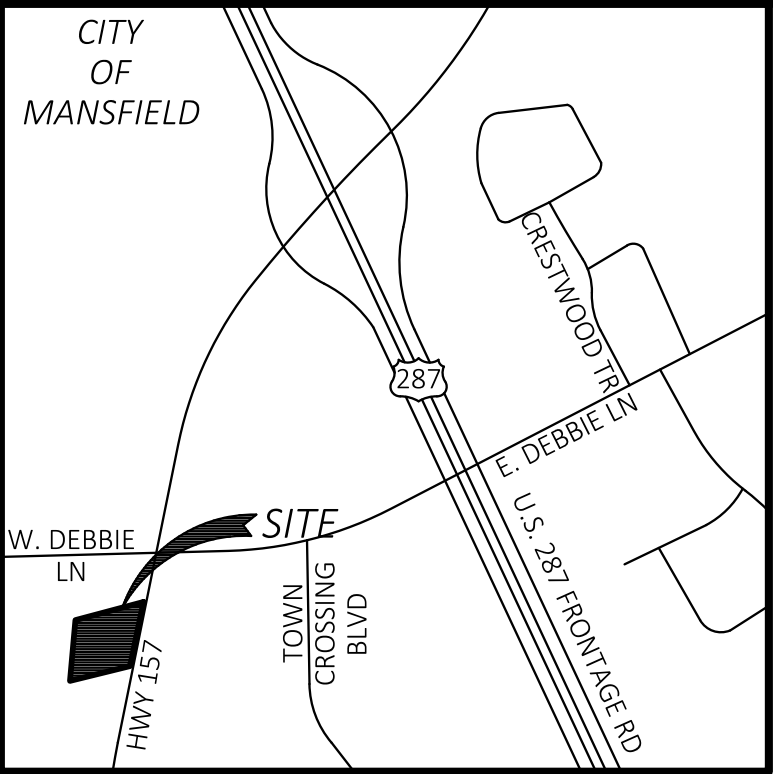
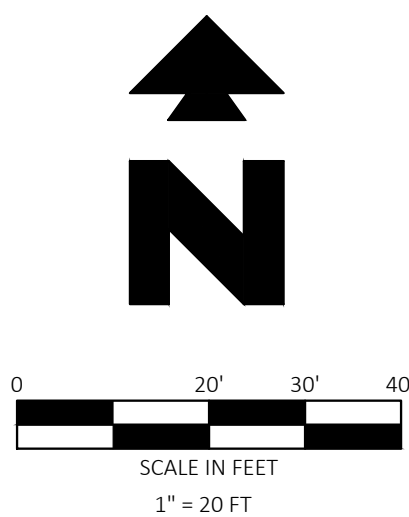


SITE BENCHMARK

BM NO. 1 - SQUARE CUT WITH "X" SET ON BACK OF CURB APPROXIMATELY 8.35 FEET SOUTHEAST OF THE NORTHWEST PROPERTY CORNER. ELEV. = 654.25

BM NO. 2 - SQUARE CUT WITH "X" SET ON BACK OF CURB AT THE NORTHWEST CORNER OF CURB ISLAND ALONG THE STATE F.M. HIGHWAY 157. ELEV. = 654.25

VERTICAL DATUM WAS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) TEXAS RTK COOPERATIVE NETWORK NAD83-2011



Vicinity Map

Not to Scale

LEGEND

EXISTING		
e	EAST OR ELECTRIC	STORM DRAIN
n	NORTH	GAS
oh	OVERHEAD	OVERHEAD ELECTRIC
s	SOUTH OR SEWER	
t	TELEPHONE	X"SS SANITARY SEWER
ug	UNDERGROUND	UGE UNDERGROUND ELECTRIC
w	WEST OR WATER	UGT UNDERGROUND TELEPHONE
---	PROPERTY LINE	X"W WATER
---	RIGHT OF WAY LINE	

SITE DATA

ZONING:	C-2 "COMMUNITY BUSINESS DISTRICT"
LAND USE:	MOTOR VEHICLE PARTS & ACCESSORY SALES (INDOORS)
SITE AREA:	0.982 ACRES (42,773 S.F.)
EXISTING BUILDING AREA:	5,331 S.F.
PROPOSED BUILDING AREA:	1,800 S.F.
TOTAL BUILDING AREA:	7,131 S.F.
PARKING REQUIRED:	35 SPACES (1 PER - 200 SF)
PARKING PROVIDED:	35 SPACES (2 H.C.)
BLDG HEIGHT	18 FT. (MATCH EXISTING)
FLOOR AREA RATIO	0.17 (2.0 MAX.)

NOTES

- ANY NEW SIGNAGE OR MODIFICATION TO EXISTING SIGNAGE WILL COMPLY WITH THE REGULATIONS FOR C-2 ZONED PROPERTY AS OUTLINED IN SECTION 7100 OF THE ZONING ORDINANCE.
- ALL EQUIPMENT SHALL BE DESIGNED AND SCREENED IN ACCORDANCE WITH THE REGULATIONS OUTLINED IN SECTION 7301 A OF THE ZONING ORDINANCE.
- THE TRASH ENCLOSURE WILL BE SCREENED IN ACCORDANCE WITH THE REGULATIONS OUTLINED IN SECTION 7301.B OF THE ZONING ORDINANCE.
- THERE WILL BE NO OUTSIDE STORAGE ON THE PROPERTY.
- 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 THEREOF, HIS SUCCESSORS, AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.
- ALL EXISTING AND PROPOSED PARKING AREAS AND SIDEWALKS WILL BE CONSTRUCTED OF CONCRETE

PROPERTY OWNER

CAROLYN THAEMERT, PRE-CONSTRUCTION PROJECT MANAGER
AUTOZONE STORE DEVELOPMENT
DEPT. 8320, 3RD FLOOR
123 SOUTH FRONT STREET
MEMPHIS, TENNESSEE 38103
PHONE: (901)495-8994
FAX: (901)495-8991

DEVIATIONS FROM THE ZONING ORDINANCE

- SECTION 4600.A.1 (70% MASONRY REQUIREMENT)
- SECTION 4600.A.5 (PROHIBITED MATERIALS)
- SECTION 4600.E.7 (FOUR ARCHITECTURAL ELEMENTS)

EXISTING BUILDING: SMOOTH FACE CMU
PROPOSED ADDITION: SMOOTH FACE CMU TO MATCH EXISTING BUILDING.

LEGAL DESCRIPTION
LOT 2R2, BLOCK 5 OAKDALE ADDITION
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
0.982 AC./42,773 SQ. FT.

ZC#18-017

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

CEI Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

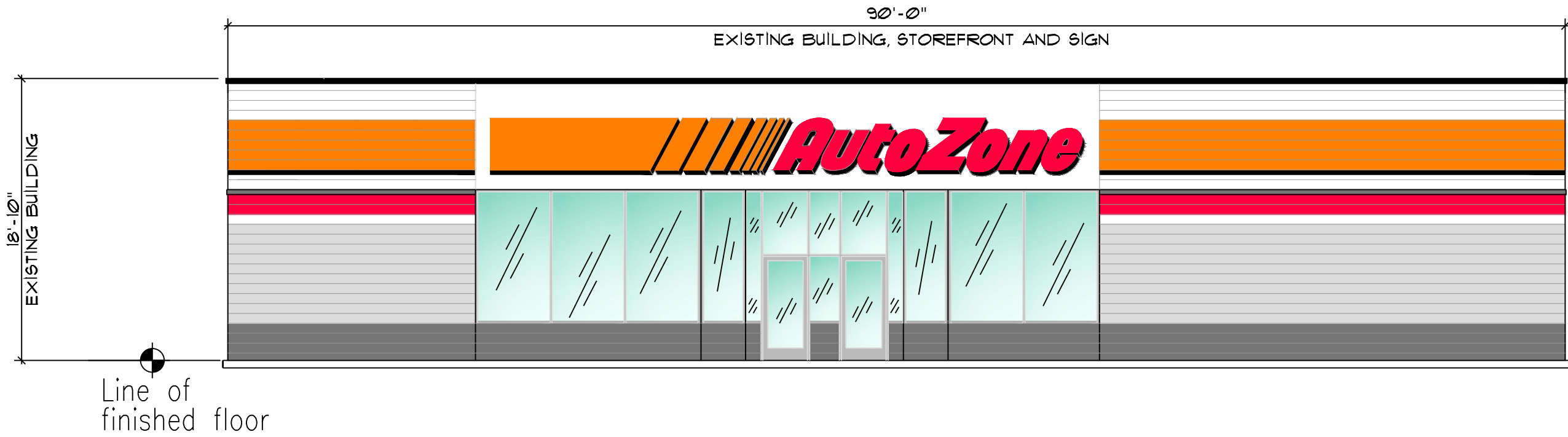
3030 LBJ Freeway, Suite 100 Dallas, TX 75234 (972)488-3737 FAX (972)488-6732

AUTOZONE NO. 3133

1597 N. 157 HWY. MANSFIELD, TX

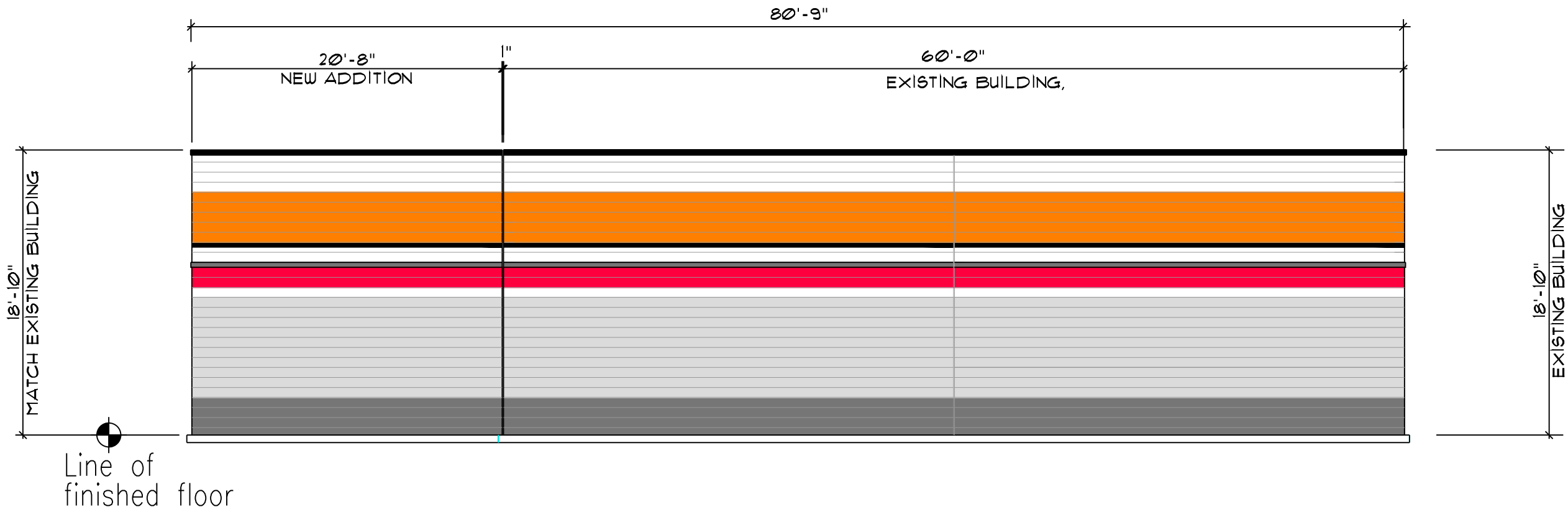
REV DATE	7/2/18	SHEET NO.
REV-2		C10F 6

EXHIBIT B - DEVELOPMENT PLAN



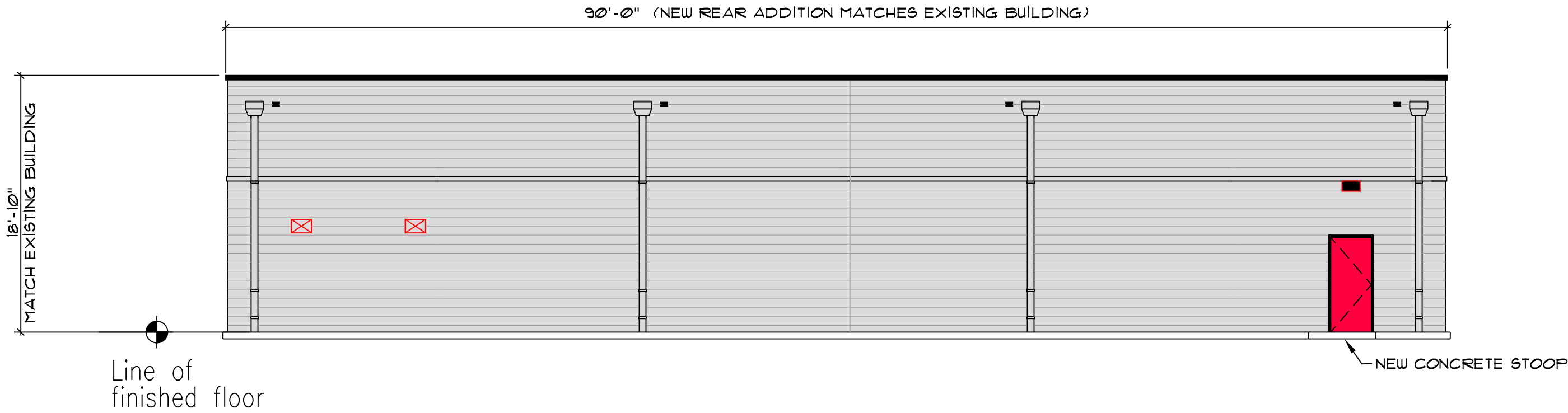
EXTERIOR ELEVATION - FACES EAST

1



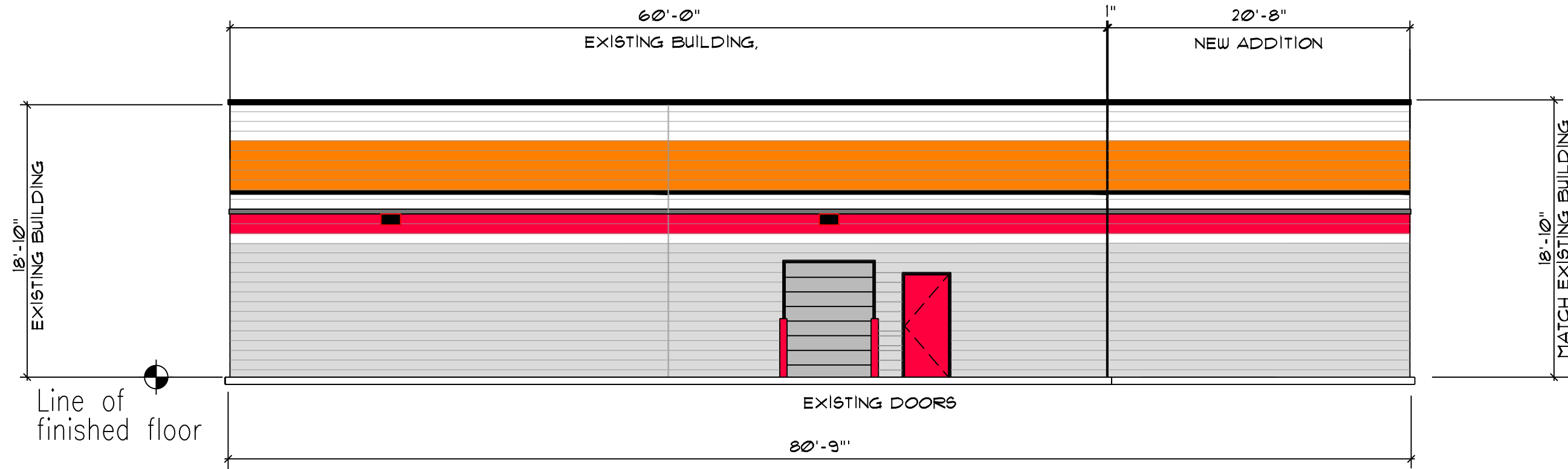
EXTERIOR ELEVATION - FACES SOUTH

2



EXTERIOR ELEVATION - FACES WEST

3



EXTERIOR ELEVATION - FACES NORTH

4

FACADE MATERIAL AREAS

FRONT (EAST ELEVATION)
EXISTING SMOOTH FACE CMU= 1479 SQ FT
PAINTED EIFS =300 SQ FT

LEFT SIDE (SOUTH ELEVATION)
EXISTING SMOOTH FACE CMU 1118 SQ FT EXISTING +
NEW ADDITION SMOOTH FACE CMU 381 SQ FT=1505 TOTAL SQ FT

REAR (WEST ELEVATION)
NEW SMOOTH FACE CMU 1671 SQ FT EXISTING

RIGHT SIDE (NORTH ELEVATION)
EXISTING SMOOTH FACE CMU 1118 SQ FT EXISTING +
NEW ADDITION SMOOTH FACE CMU 381 SQ FT=1505 TOTAL SQ FT

BUILDING OWNER
AUTOZONE INC.
123 SOUTH FRONT STREET
MEMPHIS TN 38103

CONTACT: CAROLYN THAEMERT
901-495-8994

ARCHITECT:
GEORGE CALLOW
LIC# 11824
901-495-8105

ZONING CASE NUMBER: ZC#18-017

REVISIONS

		4	5	6
1	06-18-18	CHT		
2	07-03-18	CHT		
3	07-18-18	CHT		

AutoZone Store No. 3133
1597 N HWY 157

MANSFIELD TX 76063
COLOR ELEVATIONS

Architect: GEORGE CALLOW
123 South Front Street
Memphis, Tennessee 38103
TEL: 901-495-8994 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
McGraw - Hill Construction Tel. 615-884-1017
www.construction.com

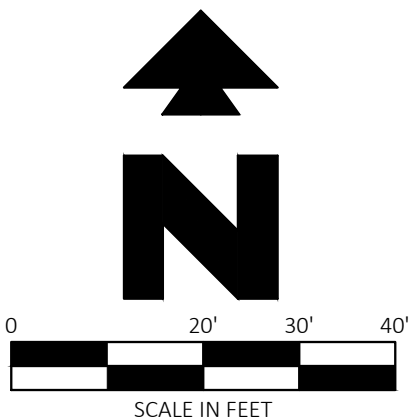
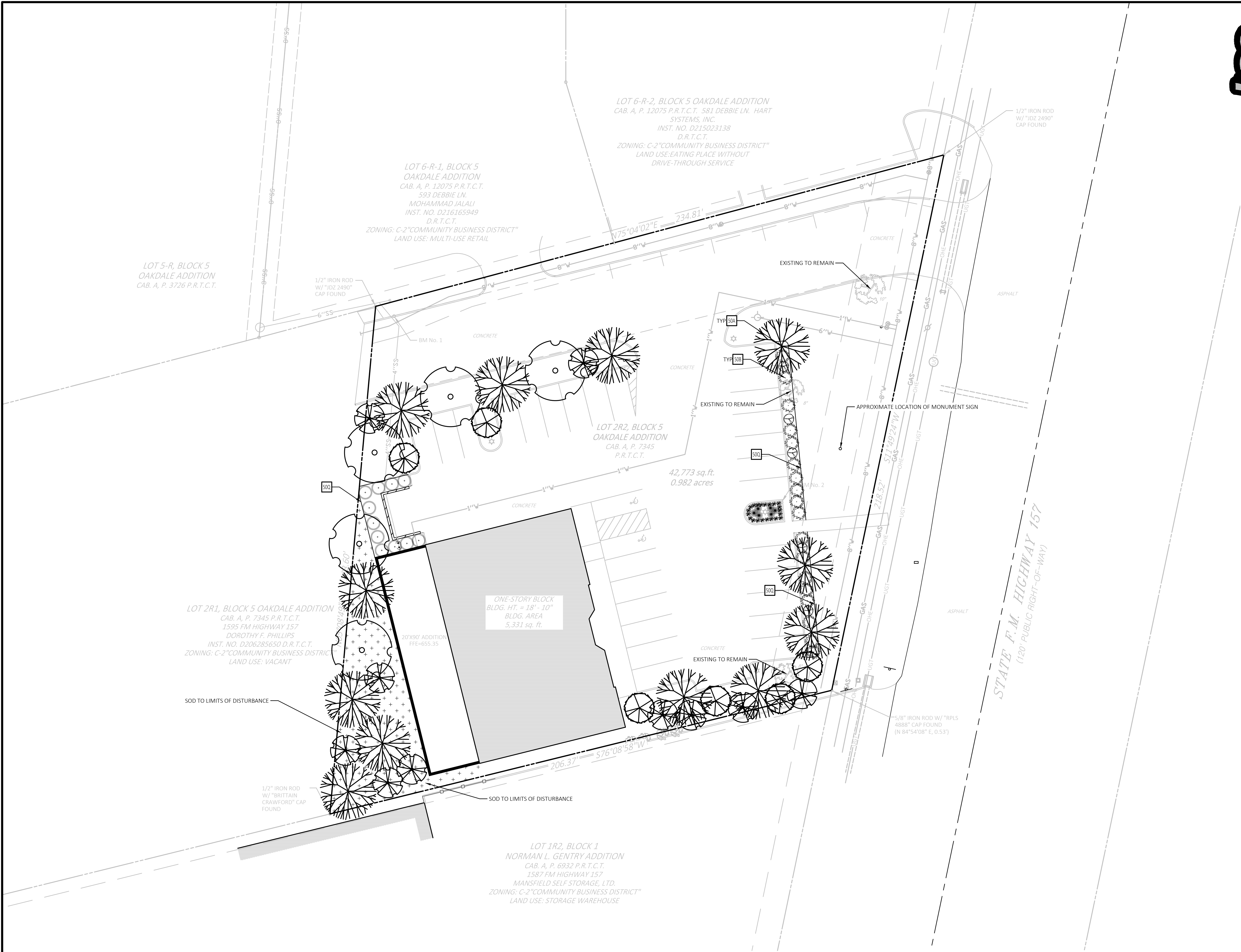
04-03-18

65W-REMODEL

CE-1

EXHIBIT C - ZC#18-017

JOB # 30774 DRAWING: 30774 LP.dwg LAST SAVED BY: MPARKS LOCATION: P:\30000\30774\0 Drawings Design (Rev-1) 30774 LP.dwg



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF
PORCHES, PATIOS, VESTIBULES, SLOPED PAVING, TRUCK DOCKS, BUILDINGS,
UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

PROPOSED

- PROPERTY LINE/RIGHT OF WAY LINE
- STORM DRAIN
- TYPICAL PLANTING WITH QUANTITY AND KEY
(SEE PLANT LIST)

GENERAL NOTES

- REFER TO SHEET L3 FOR NOTES AND DETAILS.
- LANDSCAPING MAINTENANCE: THE PROPERTY OWNER, TENANT OR AGENT, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING IN A HEALTHY, NEAT, ORDERLY AND LIVE-GROWING CONDITION AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, IRRIGATION, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIALS NOT A PART OF THE LANDSCAPING. PLANT MATERIALS THAT DIE SHALL BE REPLACED WITH PLANT MATERIALS OF SIMILAR VARIETY AND SIZE.

DETAIL

- 50A TREE PLANTING
- 50B SHRUB PLANTING
- 50Q STEEL EDGING

LANDSCAPE REQUIREMENTS TABLE

AREA	REQUIREMENT	REQUIRED	PROVIDED
BUFFER YARD AND SCREENING	A MINIMUM 10 FOOT WIDE BUFFER YARD WITH ONE TREE PER 25 LF SHALL BE PROVIDED AROUND THE PERIMETER OF THE PROPERTY A 20' LANDSCAPE SET BACK SHALL BE PROVIDED ALONG ANY PUBLIC RIGHT-OF-WAY WITH 1 CANOPY TREE PER 40 LF	NORTH, WEST AND SOUTH SIDES: 688 LF / 25 = 28 TREES REQUIRED HIGHWAY 157: 207 / 40 = 5 TREES	28 TREES PROVIDED (25 NEW TREES/ 3 EXISTING TREES) 5 TREES PROVIDED
PARKING LOT PERIMETER	ALL VEHICLE USE AREAS SHALL BE SCREENED FROM VIEW OF PUBLIC STREETS BY A 3' HIGH ROW OF SHRUBS		PROVIDED
PARKING LOT INTERIOR	THERE SHALL BE 1 CANOPY TREE PER 10 PARKING SPACES A LANDSCAPE ISLAND SHALL BE LOCATED AT THE END OF EACH ROW OF PARKING AND SHALL CONTAIN 1 TREE	30 PARKING SPACES / 10 = 3 TREES REQUIRED	3 TREES PROVIDED PROVIDED

LANDSCAPE SCHEDULE

TREES

QTY.	COMMON NAME BOTANICAL NAME	ROOT	SIZE/HT. AT PLANTING	SPACING	NOTES
12	SHUMARD OAK QUERCUS SHUMARDII	B&B	3.5" CALIPER	SEE PLAN	
5	CHINESE PISTACHE Pistacia chinensis	B&B	3.5" CALIPER	SEE PLAN	
10	OKLAHOMA REDBUD Cercis canadensis var. texensis 'Oklahoma'	B&B	2" CALIPER	SEE PLAN	
6	AUTUMN BRILLIANCE SERVICEBERRY Amelanchier x grandiflora 'Autumn Brilliance'	B&B	2" CALIPER	SEE PLAN	

SHRUBS

QTY.	COMMON NAME BOTANICAL NAME	ROOT	SIZE/HT. AT PLANTING	SPACING	NOTES
11	NELLIE R STEVENS HOLLY ILEX x 'NELLIE R. STEVENS'	CONT.	5 GAL.	5' O.C.	
18	LYNN'S LEGACY CENIZO LEUCOPHYLLUM LANGMANIAE	CONT.	5 GAL.	48" O.C.	
5	PURPLE PIXIE DWARF LOROPETALUM LOROPETALUM CHINENSE 'PEACK'	CONT.	5 GAL.	36" O.C.	
21	MEXICAN FEATHER GRASS NASSELLA TENISSIMA	CONT.	1 GAL.	24" O.C.	
6	REGAL MIST PINK MUHLY GRASS MULBERGERIA CAPILLARIS 'LENCA'	CONT.	5 GAL.	36" O.C.	
	BERMUDA GRASS				SOLID SOD

PRELIMINARY
NOT FOR CONSTRUCTION

THESE PLANS ARE ISSUED FOR THE PURPOSE OF
REVIEW ONLY AND ARE NOT INTENDED FOR
CONSTRUCTION PURPOSES.

ZC#18-017



6/19/18

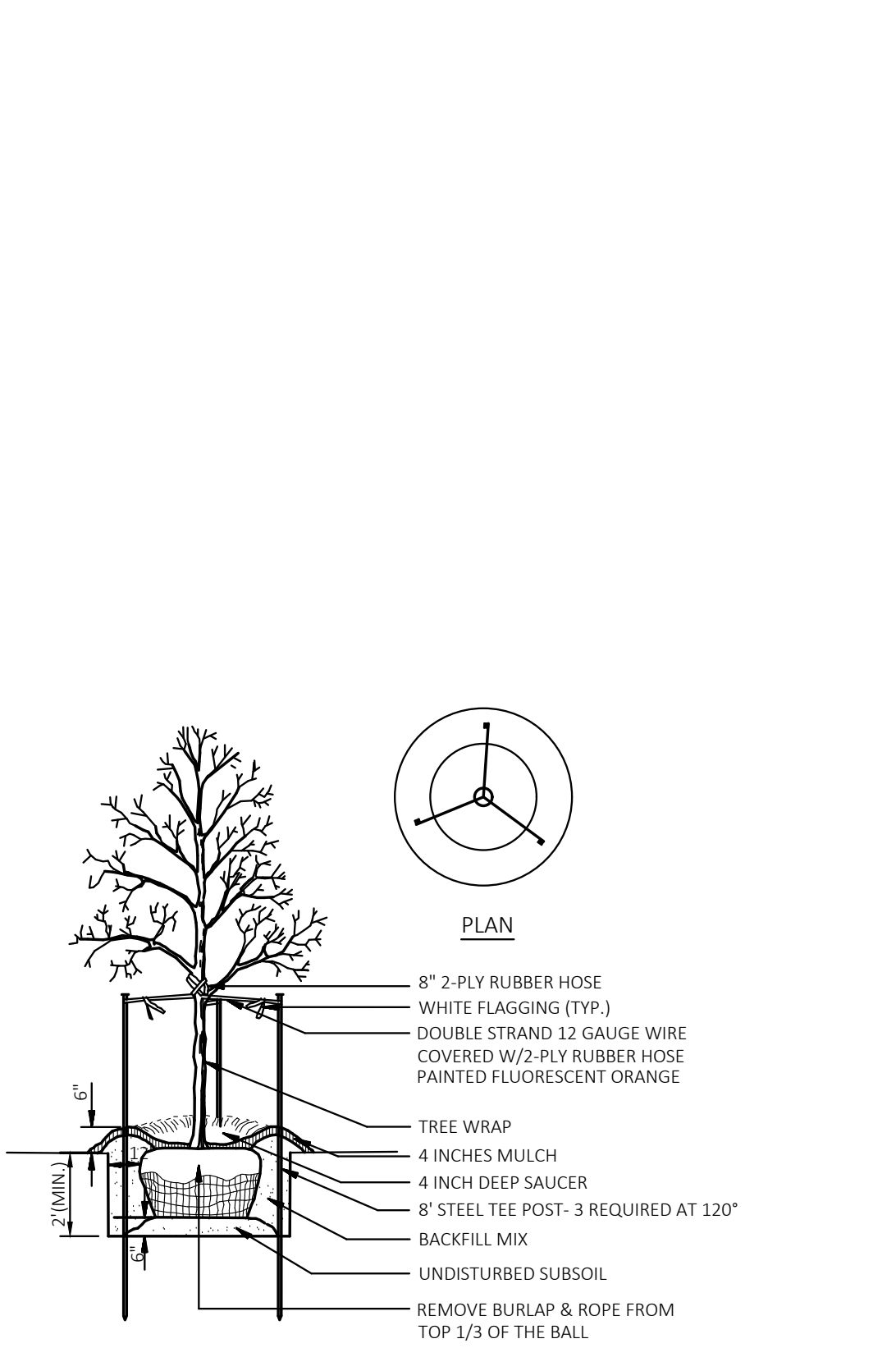
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30774	6/18/18	RHY	DMT	MMP	MMP
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 I-81 Freeway, Suite 100 Dallas, TX 75234					
(972) 488-3737 FAX (972) 488-6732					
AUTOZONE NO. 3133					
1597 N. 157 HWY. MANSFIELD TX					
EXHIBIT D				REV DATE 6/18/18 REV-1	SHEET NO. 1 OF 2

JOB # 30774 DRAWING: 30774 LP.dwg LAST SAVED BY: MPARKS LOCATION: P:\30000\30774\0 Drawings Design (Rev-1) 30774 LP.dwg

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR THE INSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
- CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR WORK IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS AND APPLICABLE CODES AND REQUIREMENTS.
- QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
- CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER.
- ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
- THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
- COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
- IF REQUIRED, CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PALMS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
- WEED MAT IS REQUIRED IN LANDSCAPED ISLANDS AS SPECIFIED.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- IF A SWPPP PLAN IS PROVIDED THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
- ALL DISTURBED AREAS AS DESIGNATED ON THE GRADING PLAN SHALL BE SOWN WITH GRASS SEED MIX OF 45% "YUKON", 45% "MAJESTIC", 10% CENTIPEDE (COATED) BY WEIGHT @ 3 LBS / 1000 SF.
- SEEDING ON SLOPES: HYDROSEED WITH GRASS SEED AS INDICATED ON PLANS. SEE LEGEND FOR SPECIFIC GRASS SEED TYPE. SEEDING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER BED PREPARATION. HYDROSEED MIXTURE SHALL CONTAIN CELLULOSE MULCH APPLIED AT A RATE OF 2,000 LBS./ACRE, WITH A MAXIMUM OF 50 LBS./100 GAL. OF WATER. IF SEEDING IS DELAYED AFTER MIXING 1/2 - 2 HOURS ADD AN ADDITIONAL 50% OF SEED MIX. IF DELAY IS LONGER THAN 2 HOURS, BEGIN WITH NEW MIXTURE. ALL SLOPES 2:1 OR GREATER SHALL BE COVERED WITH EROSION CONTROL BLANKET AS SHOWN IN THE EROSION CONTROL BLANKET DETAIL. SEE SPECIFICATIONS FOR SEED ESTABLISHMENT REQUIREMENTS.
- ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.

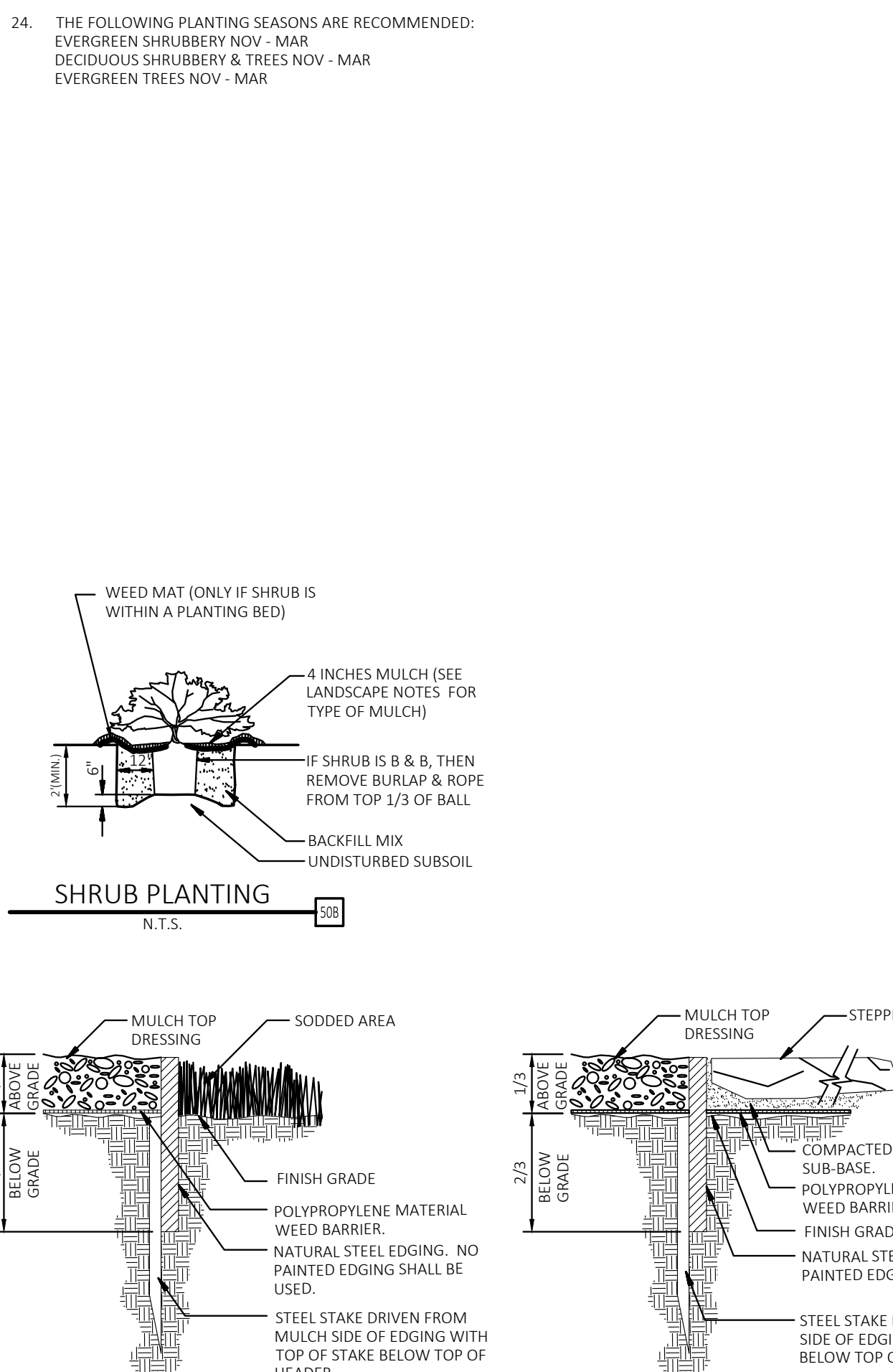


NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

TREE PLANTING 504

PLANTING NOTES

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIALS SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC. SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
- FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF AND MULCH) MUST BE GRADED TO 1 1/2" BELOW ADJACENT PAVEMENT SURFACES.
- LOCATE SHRUBS A DISTANCE OF HALF OF THEIR AVERAGE MATURE SPREAD AWAY FROM WALKS, STRUCTURES, CONCRETE PADS, ETC. LOCATE GROUND COVER PLANTINGS A MINIMUM OF 2" FROM WALKS, STRUCTURES, CONCRETE PADS, ETC.
- ALL LAWN AREAS NOT OTHERWISE BORDERED BY WALKS, OR OTHER STRUCTURES, SHALL HAVE MANUFACTURED EDGING AS REQUIRED.
- TREES PLANTED ADJACENT TO PUBLIC ROADS AND PEDESTRIAN SIDEWALKS SHALL BE PRUNED SUFFICIENTLY TO AVOID VISUAL BLOCKS TO INTERSECTING VEHICULAR ACCESS OR INTERFERENCE WITH PEDESTRIAN WALKWAYS. TREES WITH A 4" OR LARGER CALIPER SHALL BE PRUNED UP TO 6'-0" ABOVE PAVEMENTS.
- ALL TREES WITHIN 4' OF PAVED SURFACES (SUCH AS CURBS, WALLS, BUILDINGS AND SIDEWALKS) SHALL BE PROVIDED WITH A DEEP ROOT BARRIER CONTROL DEVICE OR EQUAL. INSTALL PER MFR'S SPECIFICATIONS.
- TOPSOIL DEPTH SHALL BE AS FOLLOWS:
PLANTER BEDS - 12" MINIMUM
GRASS/SOD AREAS - 4" MINIMUM (AFTER COMPACTION)
- BACKFILL ALL TREES, SHRUBS, GROUND COVER WITH A MIXTURE OF 2 PARTS NATIVE SOIL AND 1 PART SOIL CONDITIONING WITH WOOD MULCH.
- THE LANDSCAPE CONTRACTOR SHALL WATER TEST ALL PLANTING HOLE PRIOR TO PLANTING. IF HOLES DO NOT DRAIN PROPERLY, EXCAVATE FURTHER UNTIL IMPERMEABLE LAYER IS BREACHED. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS (WHEN FULLY FLOODED WITH WATER) SHALL DRAIN WITHIN 1 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- ALL PLANTING BED SOILS SHALL BE AMENDED WITH 2" OF ORGANIC COMPOST
- ALL TREES AND SHRUBS SHALL BE PLANTED IN SUCH A MANNER AS TO ENSURE THEIR SURVIVAL.
- ANY ROPE OR WIRE BINDING THE BALL SHALL BE CUT PRIOR TO PREVENT GIRDLING OF THE TREE. REMOVE WIRE, TWINE, AND BURLAP FROM THE TOP HALF OF ALL B&B PLANT MATERIAL.
- IF A NON-BIODEGRADABLE MATERIAL IS USED AROUND THE BALL, IT SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
- PRIOR TO INSTALLATION, THE ROOTS OF CONTAINER GROWN STOCK SHALL BE SEPARATED OR SPLIT TO ENSURE PROPER ROOT DEVELOPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
- ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. TREES & SHRUBS SHALL BE PLANTED AS SOON AS POSSIBLE AFTER DELIVERY.
- ALL TREES MUST BE STRAIGHT-TRUNKED, FULL-HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
- NO SUBSTITUTIONS OR ALTERNATIVES WILL BE ALLOWED FOR GROUND SURFACE MATERIALS UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT OR OWNER.
- MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
- A FOUR INCH (4") TOP DRESSING/MULCHING OF SHREDDED HARDWOOD MULCH SHALL BE PLACED IN ALL PLANT BEDS AND AROUND ALL TREES. SINCE TREES OR SHRUBS SHALL HAVE TOP DRESSING TO THE OUTSIDE EDGE OF THE MANUFACTURED EDGING OR LANDSCAPE ISLAND, (SEE PLANTING DETAILS) TOP DRESSING CAN BE WOOD MULCH, ROCK, OR ANY OTHER DECORATIVE MATERIAL SPECIFIED ON PLANS. SEE LANDSCAPE PLAN FOR TYPE.
- THE FOLLOWING PLANTING SEASONS ARE RECOMMENDED:
EVERGREEN SHRUBBERY NOV - MAR
DECIDUOUS SHRUBBERY & TREES NOV - MAR
EVERGREEN TREES NOV - MAR



SODDED AREA W/MULCH 505

SOLID SOD NOTES

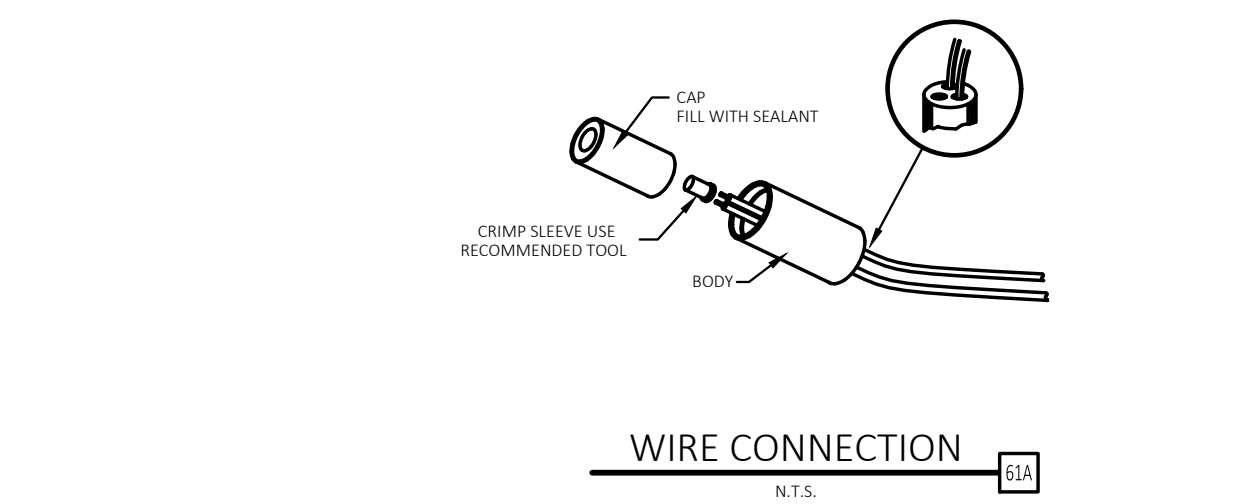
- ADJUST FINE GRADE TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1 1/2" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION KNOWN AS BOTTOM LAND SOIL, FREE FROM LUMPS, CLAY TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BE BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO SOD INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, CONSTRUCTION WASTE, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDUATIONS.
- FERTILIZE ALL SOD AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- IF SOD IS INSTALLED ON SLOPES OF 3:1 OR GREATER, SOD SHALL BE STAKED TO AVOID SLIPPING OR SLIDING APART. STAKING OR STAPLES SHALL BE INSTALLED FLUSH AS TO NOT CREATE A MAINTENANCE ISSUE WITH CARE EQUIPMENT.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN VIGOROUS, HEALTHY CONDITIONS.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN NOVEMBER AND MARCH ALL SOD AREAS TO BE OVER-SEEDED WITH ANNUAL RYEGRASS.

PLANT GUARANTEE, REPLACEMENT AND MAINTENANCE

- GUARANTEE:
ACCEPTANCE OF GRADING AND SEEDING SHALL BE BY LANDSCAPE ARCHITECT AND/OR OWNER. THE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITIES UNTIL FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE: WATERING, WEEDING, RESEEDING AND OTHER OPERATIONS NECESSARY TO KEEP ALL LAWN AREAS IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAWN AREAS HAVE GERMINATED, AREAS WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER SHALL BE RE-SEEDED REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAWN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAWN AREA.
- REPLACEMENT:
ANY PLANT UNDER THIS SPEC WHICH IS DEAD, MISSING, UNHEALTHY, OR OTHERWISE NOT ACCEPTABLE AND NOT IN SATISFACTORY GROWING CONDITION DURING CONSTRUCTION MAINTENANCE PERIOD, OR AT THE END OF THE GUARANTEE PERIOD, SHALL BE REMOVED FROM SITE AND REPLACED WITH SUITABLE, ACCEPTABLE PLANT AS SPECIFIED, WITHIN FIVE (5) DAYS.
- MAINTENANCE:
GENERAL CONTRACTOR SHALL PROVIDE ONE YEAR OF LANDSCAPE MAINTENANCE, FROM THE TIME THE PROJECT RECEIVES THE CERTIFICATE OF OCCUPANCY AND THERE AFTER, FOR ALL NEW LANDSCAPE. IF EXISTING LANDSCAPE EXISTS ON-SITE, GENERAL CONTRACTOR IS TO PROVIDE THE OPTION OF MAINTENANCE FOR THE OWNER'S REVIEW.

HERBICIDES NOTES

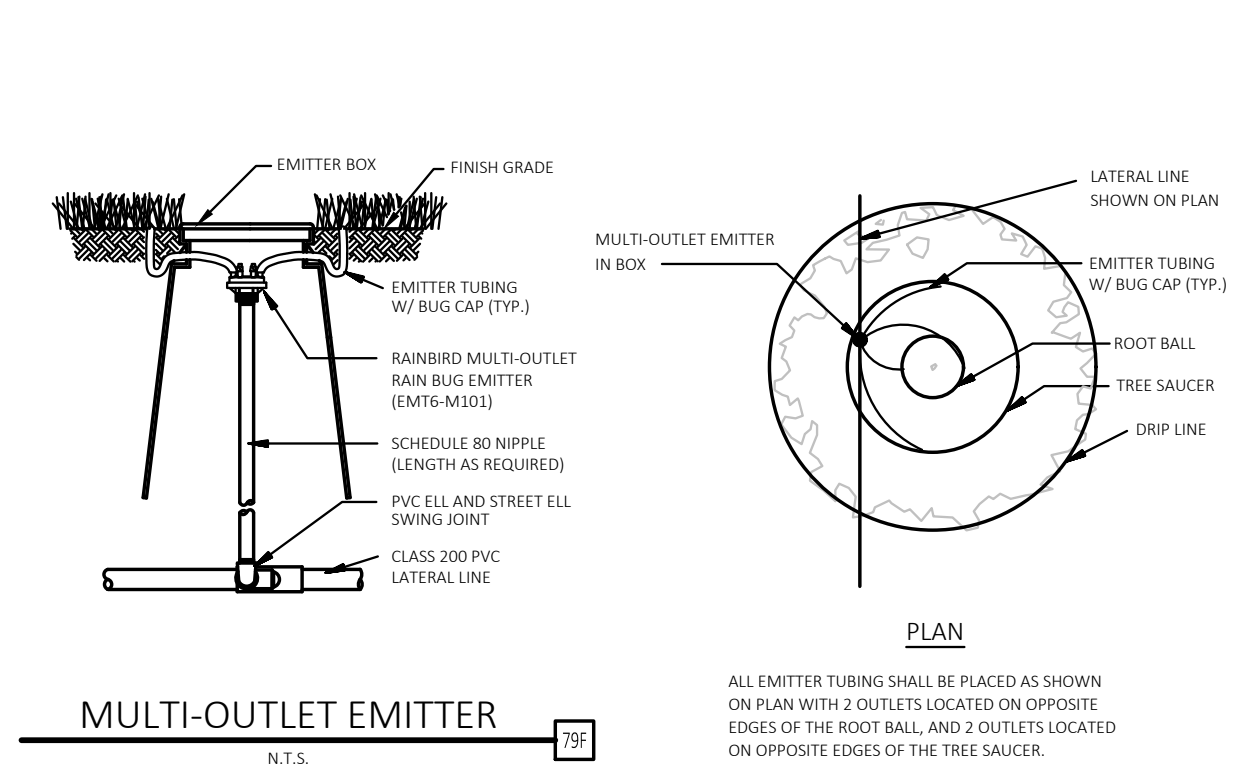
- APPLICATION OF HERBICIDES SHALL BE IN COMPLIANCE WITH STATE PESTICIDES REGULATIONS. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO CONSULT WITH THE REGULATORY AGENCIES FOR HERBICIDES APPLICATION REQUIREMENTS.
- IF THERE IS A DISCREPANCY BETWEEN STATE REGULATIONS AND ADDITIONAL REQUIREMENTS BELOW, MOST STRINGENT SHALL RULE.
- NO AERIAL APPLICATION OF HERBICIDES IS PERMITTED ON SITE.
- CARCINOGENS AND EPA TOXIC CATEGORY I AND II ARE PROHIBITED TO USE ON SITE.



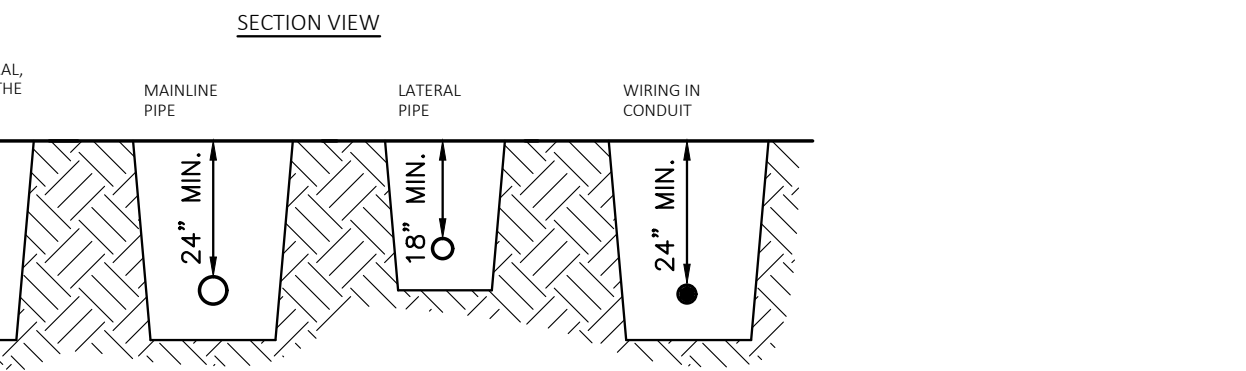
WIRE CONNECTION 504

GENERAL IRRIGATION NOTES

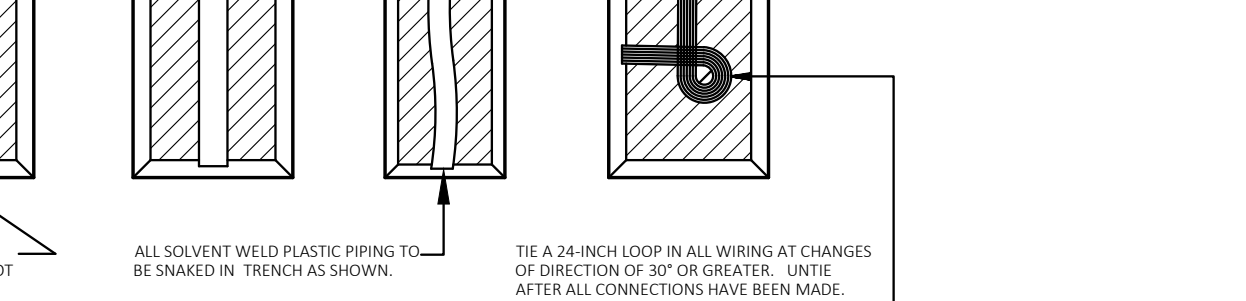
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING. THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
- THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR.
- ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
- CONTRACTOR IS TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN THE DESIGN WATER PRESSURE OF 60 PSI.
- IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED PER LOCAL REQUIREMENTS.
- ANY EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
- SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.
- IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.
- IRRIGATION CONTRACTOR IS RESPONSIBLE FOR INSTALLING MANUAL DRAIN VALVES AT LOWEST POSSIBLE ELEVATION ON IRRIGATION MAIN SO AS TO PROVIDE POSITIVE DRAINAGE OF IRRIGATION MAIN DURING WINTER MONTHS, OR PROVIDE BLOWOUT ASSEMBLY.
- ALL LATERAL LINES SHALL BE EQUIPPED WITH AUTOMATIC DRAIN VALVES AT LOW POINTS.
- IRRIGATION CONTRACTOR SHALL COORDINATE CONTROLLER LOCATION WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR SHALL PROVIDE (2) 1" ELECTRICAL CONDUITS FOR IRRIGATION CONTRACTOR'S POWER/DATA CONNECTION TO CONTROLLER. SEE ARCHITECTURAL ELECTRICAL PLAN FOR ELECTRICAL CONNECTION TO THE CONTROLLER. IRRIGATION CONTRACTOR SHALL COORDINATE CONSTRUCTION OF IRRIGATION SYSTEM WITH GENERAL CONTRACTOR AND LANDSCAPE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ALL BELOW GRADE LOW VOLTAGE WIRING CONNECTIONS SHALL BE INSTALLED PER WIRE CONNECTION DETAIL.
- DO NOT INSTALL IRRIGATION AT PYLON / MONUMENT SIGN LOCATION UNTIL SIGN HAS BEEN INSTALLED.



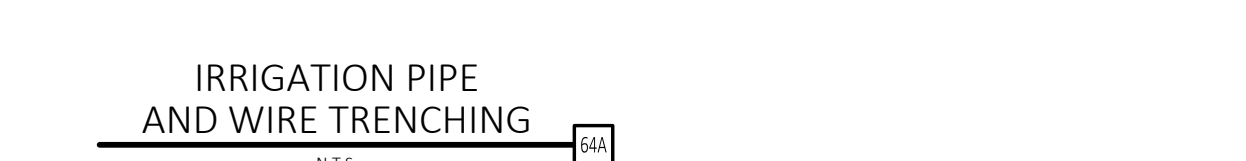
MULTI-OUTLET EMITTER 505



SECTION VIEW 506



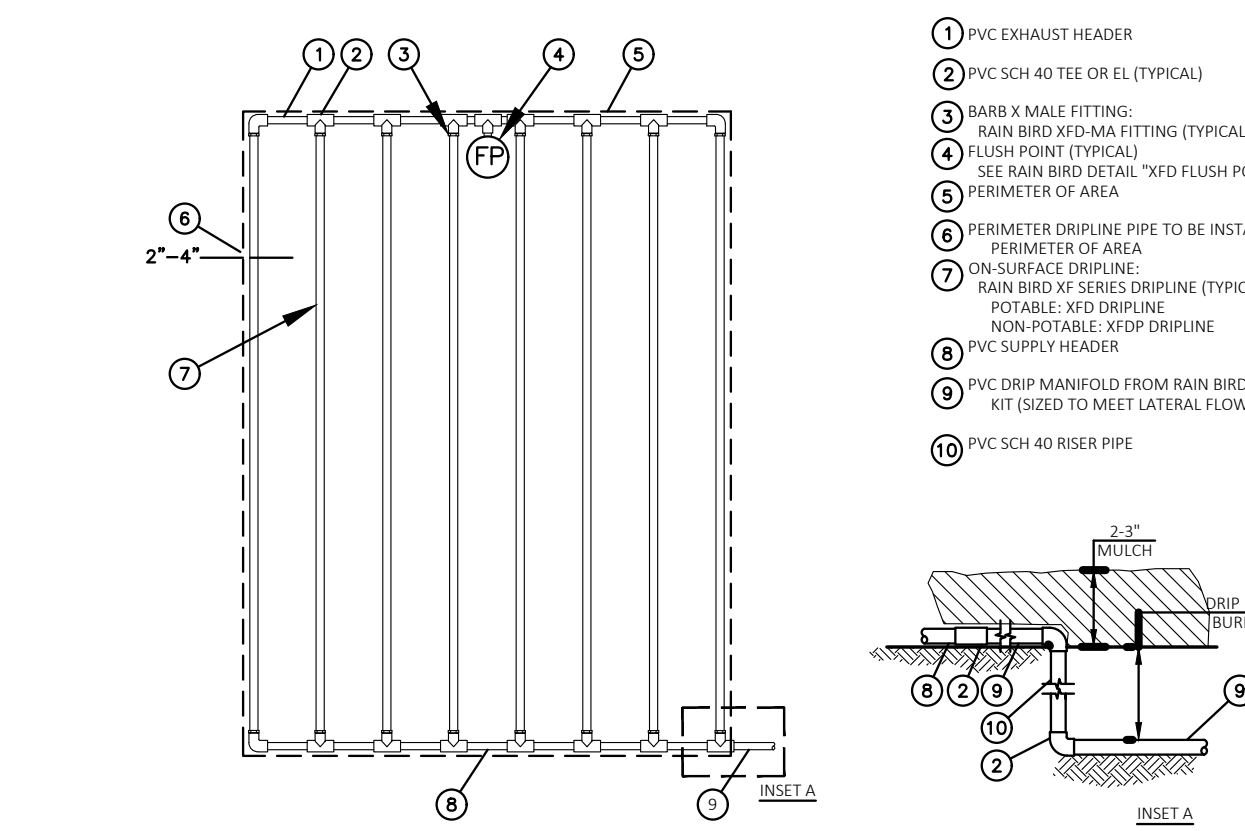
PLAN VIEW 507



IRRIGATION PIPE AND WIRE TRENCHING 508

GENERAL IRRIGATION NOTES

- LOCATION FOR IRRIGATION SYSTEM AS SHOWN IS FOR DRAWING PURPOSES ONLY. UNSLEEVED PIPES MAY BE SHOWN IN PAVEMENT AREAS FOR CLARITY ONLY. INSTALL THESE PIPES IN ADJACENT LANDSCAPE AREAS WHERE NECESSARY. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF PROPOSED IRRIGATION SYSTEM. ALL PROPOSED IRRIGATION LINES AND EQUIPMENT SHALL BE INSTALLED WITHIN THE BOUNDARIES OF THE PROJECT SITE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OR LICENSED IRRIGATOR IF THE DESIGN AS SHOWN IS NOT ACHIEVABLE.
- MINIMUM COVER FROM TOP OF PIPING TO FINISHED GRADE SHALL BE AS PER DETAIL 64A.
- IRRIGATION CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
- VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS IF NEEDED, WITH 3" OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE.
- ALL MAIN LINE PIPING, NON-PRESSURE PIPING AND CONTROL WIRE SLEEVING SHALL BE INSTALLED IN SEPARATE SLEEVES. ALL LATERAL LINE PIPING UNDER PAVING SHALL BE PVC SCHEDULE 40 AND SHALL BE INSTALLED PRIOR TO ANY HARDSCAPE MATERIAL. IRRIGATION CONTRACTOR TO PROVIDE SLEEVES BETWEEN 12" AND 15" BELOW GRADE AT ALL DRIVE ENTRANCES AND SIDEWALKS. MAINLINE SLEEVE SIZE SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF FENCES, RETAINING WALLS, AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING AND TIMING, ETC. REFER TO CIVIL ENGINEERING PLANS FOR GRADINGS, METHODS OF DRAINAGE, IRRIGATION METERS, AND BACKFLOW PREVENTION DEVICE LOCATION.
- ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED, SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, DETAILS AND SPECIFICATIONS. ACCEPTABLE MANUFACTURERS INCLUDE RAINBIRD, HUNTER, TORO, OR NETAFIM
- ANY DRIP SYSTEM PIPING IN PLANTING BEDS IS DIAGRAMMATIC. CONTRACTOR CAN ROUTE PIPING IN A FREEFORM MANNER (AVOIDING OBJECTS SUCH AS LIGHT POLES, TRANSFORMERS PADS, EQUIPMENT VAULTS, SUBSURFACE ROCK TOO LARGE TO REMOVE, ETC...) AS LONG AS ALL PLANT MATERIAL RECEIVES THE PROPER NUMBER OF EMITTERS PER SCHEDULE AND THE VINYL DISTRIBUTION TUBING DOES NOT EXCEED THE MAXIMUM DESIGN LENGTHS PER MANUFACTURER'S RECOMMENDATIONS.
- UNLESS OTHERWISE REQUIRED, BACKFLOW PREVENTION DEVICES LESS THAN 2" SHALL BE PLACED IN A WIRE MESH BASKET ENCLOSURE AND PAINTED TO MATCH THE PRIMARY BUILDING COLORS. SEE CIVIL PLANS FOR LOCATION.
- ALL JOINTS AND BENDS 2" OR LARGER SHALL HAVE CONCRETE THRUST BLOCKING. THRUST BLOCKING SHALL BE A MINIMUM OF 1 CUBIC FOOT OF CONCRETE. PIPE SHALL NOT BE ENCASED IN CONCRETE. SEE DETAIL 31C FOR THRUST BLOCKING.
- CONTRACTOR WILL PROVIDE OWNER WITH A COMPLETE AND REPRODUCIBLE DRAWING OR IRRIGATION SYSTEM LAYOUT AS IT WAS INSTALLED. DRAWING SHOULD INCLUDE, BUT NOT BE LIMITED TO, LOCATIONS OF ZONES VALVES, MAIN, LATERAL AND DISTRIBUTION LINES, SLEEVES, WATER METER, BACKFLOW PREVENTION DEVICE, SENSORS AND CONTROLLER.
- ALL LATERAL LINE SIZING SHALL REFER TO PIPE SCHEDULE ON THIS PLAN.



NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE IRRIGATION PLAN FOR SPACING REQUIREMENTS.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE TABLE BELOW.

Inlet Pressure psi	XPD Dripline Maximum Lateral Lengths (Feet)					
	12" Spacing		18" Spacing		24" Spacing	
	Nominal Flow (GPH)	Nominal Flow (GPH)	Nominal Flow (GPH)	Nominal Flow (GPH)	Nominal Flow (GPH)	Nominal Flow (GPH)
15	0.6	0.9	0.6	0.9	0.6	0.9
20	255	194	357	273	448	343
30	291	220	408	313	514	394
40	350	266	494	378	622	478
50	396	302	560	428	705	541
	434	333	614	470	775	594

ON-SURFACE DRIP IRRIGATION

ON-SURFACE DRIP IRRIGATION 509

30774

CEI PROJECT NO.

6/18/18

INITIAL DATE

PHY

DPOR

DMT

PM

MMP

DES

MMP

DRW

Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 I-81 Freeway, Suite 100
Dallas, TX 75234

(972) 488-3737
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AUTOZONE NO. 3133

1597 N. 157 HWY.

MANSFIELD TX

EXHIBIT D

REV DATE
6/18/18
REV-1

SHEET NO.
2 OF 2

BR347

6/19/18



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2862

Agenda Date: 9/10/2018

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Title

Resolution - A Resolution to Consider Executing a Distribution Pole License Agreement with Oncor Electric Delivery Company LLC Allowing the City of Mansfield and Its Contractors to Attach Fiber Optic Cable to Oncor-Owned Poles for Service to the Elmer W. Oliver Nature Park and the Parks and Recreation Administration Building

Requested Action

Approve a Resolution to Execute a Distribution Pole License Agreement

Recommendation

Approve Resolution

Description/History

In April 2018, site development and construction of a new administration building that will house the Parks and Recreation and CVB/Tourism administrative staff began at the property owned by the Mansfield Park Facilities Development Corporation (MPFDC) on Matlock Road. The single story building is scheduled for completion in early 2019.

In order to connect the facility to the City's network, City-owned fiber optic cable must be extended from Fire Station #2 on Country Club Drive, down Ragland extension and Matlock Road to the south. The project will include a City contractor installing cable on forty nine (49) existing overhead utility poles owned by Oncor Electric Delivery Company LLC. Along the route, the contractor will include a service drop at 1650 Matlock Road for future fiber service to the Elmer W. Oliver Nature Park. Consideration was given to an underground route, but was deemed unfeasible due to the number of utilities in the existing ROW.

The proposed Distribution Pole License Agreement has been reviewed by TOASE and includes utilization of forty nine (49) existing utility poles along Matlock Road and Ragland extension for the installation of the City-owned fiber optic cable. As part of the terms of the agreement, the City will make annual rental payments to Oncor for use of their poles. The current rental rate is \$28.92 per pole, equating to approximately \$1,417.08 per year. Construction is scheduled to begin once the agreement has been executed and the Oncor permit has been received. The project is expected to be completed by the end of 2018.

Justification

The new administration building is presently under construction. The proposed agreement is

necessary to proceed with installation of fiber optic cabling to connect the facility to the City's network.

Funding Source

MPFDC ½ cent sales tax

Prepared By

Matt Young, Director of Parks and Recreation
817-804-5798

RESOLUTION NO. _____

A RESOLUTION TO CONSIDER EXECUTING A DISTRIBUTION POLE LICENSE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC ALLOWING THE CITY OF MANSFIELD AND ITS CONTRACTORS TO ATTACH FIBER OPTIC CABLE TO ONCOR-OWNED POLES FOR SERVICE TO THE ELMER W. OLIVER NATURE PARK AND THE PARKS AND RECREATION ADMINISTRATION BUILDING

WHEREAS, this Distribution Pole License Agreement (the "Agreement") is made by and between Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and the City of Mansfield, Texas, a municipality organized under the laws of and existing within the State of Texas ("Licensee"); and

WHEREAS, Company is a public utility company transmitting and distributing electric power to its customers, and owns or has acquired the right to use certain rights of way and easements for the construction and operation of its business, and has installed distribution poles on portions of such rights of way and easements in connection with the construction and operation of its business; and

WHEREAS, Licensee desires to attach to and thereafter maintain its Equipment (as hereinafter defined) that is attached pursuant to this Agreement on Poles (as hereinafter defined) solely for the purpose of engaging in the Permitted Use; and

WHEREAS, Company is willing to allow Licensee, pursuant to the terms and conditions of this Agreement, to attach to and thereafter maintain its Equipment on Poles solely for the purpose of allowing Licensee to engage in the Permitted Use;

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

Section 1.

That the City Council approves executing a Distribution Pole License Agreement with Oncor Electric Delivery Company LLC allowing the City of Mansfield and its contractors to attach fiber optic cable to Oncor-owned poles for service to the Elmer W. Oliver Nature Park and the parks and recreation administration building.

RESOLVED AND PASSED this 10th day of September, 2018.

David L. Cook, Mayor

ATTEST:

Tracy B. Norr, City Secretary

DISTRIBUTION POLE LICENSE AGREEMENT

BY AND BETWEEN

CITY OF MANSFIELD, TEXAS

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATED

JULY 31, 2018

NO. CW 2138007

DISTRIBUTION POLE LICENSE AGREEMENT
--

July 31, 2018

WHEREAS, This DISTRIBUTION POLE LICENSE AGREEMENT (the "Agreement") is made by and between **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company ("Company"), and the **CITY OF MANSFIELD, TEXAS**, a municipality organized under the laws of and existing within the State of Texas ("Licensee"); and

WHEREAS, Company is a public utility company transmitting and distributing electric power to its customers, and owns or has acquired the right to use certain rights of way and easements for the construction and operation of its business, and has installed distribution poles on portions of such rights of way and easements in connection with the construction and operation of its business; and

WHEREAS, Licensee desires to attach to and thereafter maintain its Equipment (as hereinafter defined) that is attached pursuant to this Agreement on Poles (as hereinafter defined) solely for the purpose of engaging in the Permitted Use; and

WHEREAS, Company is willing to allow Licensee, pursuant to the terms and conditions of this Agreement, to attach to and thereafter maintain its Equipment on Poles solely for the purpose of allowing Licensee to engage in the Permitted Use;

NOW, THEREFORE, in consideration of the covenants, agreements and undertakings set forth below, the Parties agree as follows:

The words and phrases listed in this Section, "Definitions" shall have the meaning set forth in this Section wherever such words and phrases appear in this Agreement (or the Attachments to it) with an initial capital letter on each word.

The meanings stated in this Section shall control the meanings of all such words and phrases when so capitalized, notwithstanding the context or associations in which such words or phrases may appear in this Agreement (or the Attachments to it). Words and phrases not listed in this Section and words and phrases listed in this Section without an initial capital letter shall have the meanings necessary to achieve the intentions of the Parties as expressed in this Agreement.

This shall mean any other person or entity directly or indirectly controlling or controlled by, or under the direct or indirect common control with, a specified person or entity.

This word shall mean this Distribution Pole License Agreement.

This phrase shall mean the individuals identified on Attachment A to this Agreement and any replacements for them made pursuant to the procedures prescribed in the Section entitled "Replacement of Authorized Representatives".

This shall mean any and all claims, losses, expenses, damages, demands, judgments, attorneys' fees, causes of action, suits and liability, in tort, warranty, contract, or any other basis, and of every

EFFECTIVE DATE

RECITALS

SECTION 1. DEFINITIONS

- | | | |
|-----|--|----------------------------|
| 1.1 | | Affiliate |
| 1.2 | | Agreement |
| 1.3 | | Authorized Representatives |
| 1.4 | | Claims |

DISTRIBUTION POLE LICENSE AGREEMENT
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kind and character, including, without limitation, claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability on account of personal injuries or death, damage to property or economic loss.

This shall mean equipment, including appurtenances, attached by or on behalf of Licensee to any Pole. Such Equipment shall include, without limitation, the fiber optic or other cables (whether original or overlashed), power supplies, amplifiers and drop wires, wires and appliances, including Service Drops and bonding wires, together with associated cable messengers, anchors, pedestals, guy wires, and other appurtenances as well as cameras, radios, antennas and other wireless equipment used by Licensee and approved by Company.

This shall mean a public utility company, municipality or other person or entity which has attachment privileges on any Pole.

This word shall mean the **City of Mansfield, Texas**.

This shall mean Licensee, any Affiliate of Licensee, any director, officer, agent, servant, employee, independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it, or any director, officer, agent, servant, or employee of the independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it.

This term shall have the meaning specified in section 4.1.3.

This word shall mean the practice of tying or connecting fiber optic cable, conductors, or other telecommunications equipment, to Equipment attached to Poles.

This word shall mean Company or Licensee; collectively Company and Licensee shall be referred to as "Parties."

This shall mean a written application in the form of the Permit Application available for use at the website shown below:

<http://www.oncor.com/EN/Pages/Joint-Use-Management.aspx>

This phrase shall mean the transmission and exchange of information (including image and video signals) by means of the Equipment, among and between Licensee's facilities, solely in furtherance of Licensee's governmental services or purposes, and at no time for commercial or profit-making activities or purposes.

This shall mean distribution poles located within the boundaries of the areas in which Company provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by Company; such term does not mean or include, without limitation, poles or other structures owned by Company which are used for the transmission, rather than distribution, of electric energy.

This phrase shall have the meaning specified in Section 4.1.2.

This phrase shall mean a service line or wire connection between a Pole and a building or other structure, being served by other

1.5 Equipment

1.6 Joint User

1.7 Licensee

1.8 Licensee Party

1.9 NJUNS

1.10 Overlashing

1.11 Party

1.12 Permit Application

1.13 Permitted Use

1.14 Poles

1.15 Preparation Costs

1.16 Service Drops

DISTRIBUTION POLE LICENSE AGREEMENT
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Equipment.

This word shall have the meaning specified in Section 4.2.

This phrase shall mean Oncor Electric Delivery Company LLC.

This shall mean Company, its majority investor, Energy Future Holdings Corp., and all subsidiaries and affiliates of Energy Future Holdings Corp., and all officers, directors, shareholders, associates, related firms and entities, employees, servants and agents of Company and each such subsidiary or affiliate.

This shall mean any space on the Poles normally and primarily utilized by Company for the distribution of electric power, including the space from the tops of the Poles down to and including the neutral space.

This shall mean any party retained by Licensee and acting for or on behalf of Licensee, or in furtherance of Licensee's obligations, pursuant to or in connection with this Agreement that is approved to perform certain installation, repair and maintenance functions on the Equipment attached to the Poles in the Power Space.

The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.

This shall mean Company Group, its present and future affiliates, and its representatives, agents, officers and employees. For purposes of this Agreement, the term shall also include any contractor, electric utility or other entity authorized by Company to perform work on its Poles on its behalf.

- 1.17 Standards
- 1.18 Company
- 1.19 Company Group
- 1.20 Power Space
- 1.21 Approved Contractor
- 1.22 Singular and Plural Words
- 1.23 Indemnified Party (Parties)

**SECTION 2. COMPANY'S
GRANT OF PRIVILEGE TO
LICENSEE TO ATTACH,
MAINTAIN, REPLACE,
RELOCATE, REPAIR AND
MODIFY EQUIPMENT ON
POLES**

Subject to the provisions of this Agreement, Licensee shall be permitted to attach Equipment to, and thereafter maintain, replace, relocate, repair, or modify its Equipment on, Poles, solely for the purpose of engaging in the Permitted Use.

Licensee shall not attach Equipment on any Company equipment or facilities other than Poles, including, without limitation, any portion of Company's underground duct system.

Licensee shall exercise its license under this Agreement solely to engage in the Permitted Use, in accordance with the terms of this Agreement and any applicable franchises and/or permits needed to operate its Equipment and engage in the Permitted Use. Licensee shall not lease or sublet the Equipment, including, without limitation, dark fiber, to a third party, or otherwise allow a third party to attach its equipment to Licensee's Equipment; provided, however, that Licensee may allow third parties to use the Equipment on Licensee's behalf, but

- 2.1 Facilities to Which License Applies
- 2.2 Use of Equipment

DISTRIBUTION POLE LICENSE AGREEMENT
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only in furtherance of Licensee engaging in the Permitted Use.

Further, in the event that Licensee's Equipment requires the supply or provision of electric power, Licensee shall be solely responsible for separately arranging for such power with its retail electric provider.

Nothing in this Agreement shall be construed as requiring Company to give Licensee permission to use any particular Pole or to allow Licensee to continue to use any particular Pole after Licensee has received Company's permission to do so.

Company may refuse Licensee permission to use any Pole, or may, as provided for in this Agreement, require Licensee to replace, relocate, modify, remove or perform other work with respect to Licensee's Equipment on any Pole.

No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in them, but Licensee's rights in such Poles shall be and remain a mere license terminable at any time as provided herein.

Nothing in this Agreement shall be construed to compel Company to maintain any Pole for any period of time.

2.3 Rights of Pole Use

2.4 No Ownership of Poles

SECTION 3. FRANCHISES, LICENSES AND RIGHTS OF WAY

Licensee represents and warrants that:

(a) it has obtained, or prior to undertaking any construction or other work by which it contacts Company's property it will obtain, all legally required franchises, licenses, waivers, consents, approvals, easements, rights of way and permits needed to construct and operate its Equipment and engage in the Permitted Use;

(b) it shall use its best efforts to maintain such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits in full force and effect throughout the term of this Agreement;

(c) it shall comply with such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits in connection with engaging in the Permitted Use; and

(d) it shall promptly notify Company in writing of any change in the status of such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits.

Upon Company's request, Licensee shall promptly deliver to Company documentation satisfactory to Company, evidencing that all such franchises, licenses, waivers, consents, approvals, easements, rights of way and permits have been obtained.

3.1 Licensee's Required Approvals and Rights of Way

Company shall not be required to obtain any additional license, waiver, consent, easement, right of way or permit in connection with this Agreement; provided, however, upon Licensee's request, Company may provide such assistance as Company deems appropriate to Licensee, in furtherance of obtaining any such license, waiver, consent, easement, right of way or permit, that Licensee may

3.2 Additional Approvals and Rights of Way

DISTRIBUTION POLE LICENSE AGREEMENT
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need in order to engage in the Permitted Use.

Licensee shall reimburse Company for any expenses reasonably incurred by Company in providing such assistance. All costs of obtaining such additional licenses, waivers, consents, easements, rights of way or permits needed by Licensee will be borne by Licensee.

COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PRIVATE OR PUBLIC, WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF EQUIPMENT ON OR BETWEEN ANY POLES. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WITH RESPECT TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY POLE OR POLES OR ANY OF ITS OTHER REAL OR PERSONAL PROPERTY WHICH LICENSEE MAY USE. LICENSEE CONFIRMS THAT IT HAS NOT IN THE PAST RELIED, IT IS NOT PRESENTLY RELYING, AND IT WILL NOT IN THE FUTURE RELY, ON ANY REPRESENTATION OR WARRANTY OF COMPANY CONCERNING: (A) COMPANY'S EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PUBLIC OR PRIVATE, OR (B) THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY POLE OR POLES OR ANY OTHER REAL OR PERSONAL PROPERTY OR PROPERTY RIGHT OF COMPANY.

3.3 NO WARRANTIES AS TO COMPANY'S RIGHTS OF WAY

SECTION 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT

Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to attach, replace, relocate or modify any Equipment. For purposes of this requirement, modification of Equipment shall include, without limitation, any Overlashing, on or undertaken with respect to that Equipment or the equipment of any third party.

4.1 Permit Applications for the Attachment, Replacement, Relocation or Modification of Equipment

Each such designation shall be made by Licensee, by submitting to Company or, as appropriate, a Company Representative, at least thirty (30) days before the date when Licensee desires to begin such work, a Permit Application, in such number, manner, and format as prescribed by Company from time to time, signed by any Authorized Representative of Licensee and specifying, in the appropriate spaces thereon, the type of work Licensee desires to perform and the Pole or Poles on which such work is to be performed, and providing drawings, data and specifications necessary to review and evaluate such Permit Application.

Notwithstanding the requirements of Section 4.1, Licensee may attach a Service Drop to any Pole without first submitting a Permit Application requesting such attachment; provided, however, that Licensee shall notify Company within fifteen (15) days after Licensee makes such attachment. Licensee shall thereafter notify Company within fifteen (15) days after Licensee makes any change to a Service

4.1.1 Service Drops

DISTRIBUTION POLE LICENSE AGREEMENT
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Drop previously attached to any Pole, as more fully described in the Permit Application.

Within thirty (30) days of receiving any such notice, Company may, at Licensee's sole cost, inspect the Service Drop, for the purpose of confirming that such attachment is in compliance with the Standards. In the event that Company (or, as appropriate, a Company Representative) determines that such attachment is not in compliance with the Standards, Licensee shall, at its sole cost, promptly correct any condition of such attachment, as necessary to ensure that such attachment is in compliance with the Standards.

Licensee acknowledges that Company or, as appropriate, a Company Representative, shall incur various costs and expenses in reviewing and responding to each Permit Application; such costs may include, without limitation, costs incurred in connection with inspection, design, construction, attachment or removal activities, and related processes, pertaining to the Poles or Equipment identified or described in the Permit Application (the "Preparation Costs").

Company may, in its sole discretion, invoice Licensee for any Preparation Costs, at any time after Company, or a Company Representative, has either incurred such Preparation Costs, or has provided to Licensee an estimate of such Preparation Costs to be reasonably incurred. Section 10.8 notwithstanding, Licensee shall pay the full amount of such Preparation Costs to Company within thirty (30) days following its receipt of such invoice. Licensee shall pay Preparation Costs, to the extent actually incurred by Company or a Company Representative, notwithstanding Licensee's withdrawal, cancellation, or suspension of the related Permit Applications, or Company's disapproval of such Permit Applications.

In the event that Licensee fails to pay the full amount of such Preparation Costs to Company within that thirty (30) day period, Company may suspend further efforts, pertaining to its review of and response to that Permit Application, until Licensee has paid the full amount of such Preparation Costs.

Company may, upon advance written notice of at least thirty (30) days, direct Licensee to submit each Permit Application by means of such formats and electronic procedures as Company may reasonably specify, consistent with customary or accepted practices within the utility industry. Such formats and electronic procedures may include, without limitation, those prescribed by the National Joint Utilities Notification System ("NJUNS"). Licensee will thereafter submit each Permit Application by means of such formats and electronic procedures. In addition, Licensee will, to the extent directed by Company, make any other notifications or submittals, as required or contemplated by this Section 4, or by other provisions of this Agreement, by means of such formats and electronic procedures.

Licensee shall be responsible, at its sole cost and expense, for obtaining the necessary resources and capabilities to enable it to use such designated formats and electronic procedures in the manner contemplated by this Agreement.

Company shall deny, approve or conditionally approve each Permit Application for the attachment, replacement, relocation or modification of Equipment by returning one copy of it to Licensee, reflecting

4.1.2 Preparation Costs Incurred in Reviewing and Responding to Permit Application

4.1.3 Applicable Formats and Electronic Procedures

4.2 Company's Response to Permit

DISTRIBUTION POLE LICENSE AGREEMENT	
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<p>Company's denial, approval or conditional approval in the appropriate spaces thereon.</p>	<p>Applications</p>
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All work undertaken by or on behalf of Licensee on any Poles shall be performed in accordance with the following safety and engineering standards:

(a) the National Electrical Safety Code;

(b) the rules and regulations of the Occupational Safety & Health Administration ("OSHA");

(c) other applicable laws or regulations of any governing authority or regulatory body, having jurisdiction over the subject matter of this Agreement; and

(d) Company's standards and procedures applicable to the Poles, as referred to or included in the website referenced in Section 1.12, which are reasonably in furtherance of and not expressly inconsistent with the other engineering and safety standards referenced above.

Such engineering and safety laws, regulations, and standards, as described in subsections (a) through (d) above, both as effective on the Effective Date of this Agreement and as may be hereafter amended from time to time, are hereinafter collectively referred to as the "Standards". No approval or other response to a Permit Application shall constitute a guarantee or representation that adequate space exists on the subject Poles for the attachment of Equipment.

Company may approve a Permit Application for the attachment, replacement, relocation or modification of Equipment attached to Poles, on the condition that Licensee modifies the Permit Application in certain respects. In such event, Company or, as appropriate, a Company Representative shall return one copy of the Permit Application to Licensee, reflecting such conditional approval and detailing the required modifications to the Permit Application and the estimated costs of making any resulting or related modification or rearrangement, whether of Equipment or existing attachments.

If Licensee is willing to assume all costs associated with such modification or rearrangement, Licensee shall return that copy of the Permit Application to Company within thirty (30) days of its receipt, signed by an Authorized Representative of Licensee and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon. The copy of the Permit Application shall be accompanied by payment (payable to Company) of the amount of the estimated cost of making such modifications.

Upon receipt by Company, or by a Company Representative, of the modified Permit Application and the accompanying payment, the Permit Application, as modified, shall be deemed approved. Sections 4.2.2 and 4.2.3 are specific examples of situations in which Company may conditionally approve a Permit Application for the attachment, replacement, relocation, or modification of Equipment. Those sections shall not be construed as limiting Company's right to conditionally approve Permit Applications in other situations, or to impose other or additional conditions in the future.

4.2.1 Approval
Conditioned
Upon
Modifications to
Permit
Application

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If approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment will require a modification or rearrangement of the attachments of Licensee, Company, Company Group, or a Joint User on any Pole, Company may approve the Permit Application on the condition that Licensee agrees to assume all costs associated with such modification or rearrangement. In such event, Company or, as appropriate, a Company Representative shall return one copy of the Permit Application to Licensee, reflecting such conditional approval and detailing the attachments that must be modified or rearranged, and the estimated cost of making the modification or rearrangement in the appropriate spaces thereon.

If Licensee is willing to assume all costs associated with such modification or rearrangement, Licensee shall return that copy of the Permit Application to Company, within thirty (30) days of its receipt, signed by an Authorized Representative and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon.

The copy of the Permit Application shall be accompanied by payment (payable to Company) of the amount of the estimated cost of making such modification or rearrangement. Upon receipt by Company, or by a Company Representative, of the modified Permit Application, the Permit Application, as modified, shall be deemed approved.

If approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment will require the replacement of one or more Poles to accommodate the attachments of Licensee, Company Group, and any Joint Users, Company may approve the Permit Application on the condition that Licensee agrees to assume all costs associated with the replacement of the existing Poles with new poles sufficient to accommodate the attachments of Licensee, Company Group, and any Joint Users. In such event, Company shall return a copy of the Permit Application to Licensee, reflecting such conditional approval and specifying the conditions for approval in the appropriate spaces thereon.

If Licensee is willing to assume all costs associated with such replacement, Licensee shall return that copy of the Permit Application to Company, within thirty (30) days of its receipt, signed by an Authorized Representative and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon.

The copy of the Permit Application shall be accompanied by payment (payable to Company) of the amount of the estimated cost of making such replacement. Upon receipt by Company, or by a Company Representative, of the modified Permit Application, and said payment, the Permit Application, as modified, shall be deemed approved.

If Company conditionally approves a Permit Application applicable to a Pole pursuant to the provisions of Sections 4.2.2 or 4.2.3, and at or about the same time Company approves a request of a third party for use of such Pole, requiring that such Pole be replaced, or that attachments thereon be modified or rearranged to provide additional space, to provide room for the attachments of Company, Company Group, Licensee and the third party, Company shall pro rate between Licensee and the third party the costs of such modification, rearrangement or replacement.

4.2.2 Approval
Conditioned
Upon
Modification or
Rearrangement
of Existing
Attachments

4.2.3 Approval
Conditioned
Upon
Replacement of
Poles

4.2.4 Proration of
Costs of
Replacing
Poles, or
Modifying or
Rearranging
Attachments

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Such costs, as prorated to Licensee, shall be deemed to be and considered part of the Preparation Costs pertaining to that Permit Application. Company shall notify Licensee of such pro ration, and such modification, rearrangement or replacement shall take place as provided for in Sections 4.2.2 or 4.2.3.

Any work undertaken on or in furtherance of Licensee's use of the Equipment, on or within any Power Space of a Pole, shall be performed exclusively by an Approved Contractor. Work performed on other portions of a Pole need not be performed by an Approved Contractor.

Licensee shall pay all costs and expenses incurred by such Approved Contractor in performing such work, and, in addition, shall reimburse Company for its costs reasonably incurred in furtherance of: (a) providing any material or equipment to the Approved Contractor, for use or inclusion on a Pole as part of the work; and (b) any required engineering assessment or other technical support provided by Company.

Licensee shall provide fifteen (15) days prior written notice to Company of each occasion on which Licensee shall perform any activity within the Power Space.

Licensee shall limit its submission of Permit Applications for the attachment, replacement, relocation or modification of Equipment to Company so as to allow Company to respond to them in an orderly and timely fashion. In particular, and except as may be otherwise expressly agreed to by Company, Licensee shall, within any thirty (30) day period, submit no more than ten (10) Permit Applications, collectively requesting a total of no more than one hundred twenty (120) attachments to the Poles. Company shall use reasonable efforts to respond to each Permit Application within thirty (30) days of its submission.

If Licensee submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Licensee shall designate, in writing, an order of priority for their review by Company. In the absence of such a designation, Company shall review them in the order of their submission.

Licensee may, with Company's prior express, written consent, submit Permit Applications that exceed the quantity limitations specified above, for either Permit Applications or attachments.

Company shall not unreasonably withhold its consent to such submittals, provided that the Parties shall first agree to a reasonable period of time, in excess of thirty (30) days, during which Company may review and respond to such submittals.

If Licensee desires to locate Equipment on any right of way, easement or other property right of Company on which no Poles or an insufficient number of Poles are located, Licensee shall so notify Company. Within a reasonable time after Company's receipt of such notice, the Parties shall commence good faith negotiations to determine the locations of Poles that will meet the present or anticipated future service requirements of both Company and

4.2.5 Work Within the Power Space

4.3 Number and Priority of Permit Applications; Time to Respond

4.4 Location of Equipment on Company Right of Way That Has Insufficient Poles

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Licensee.

At its option, Company may install the necessary Poles, and Licensee shall pay all of the costs associated with their installation. Notwithstanding such payment, such Poles shall be owned by Company and Licensee shall not acquire any ownership or property interest in them.

Except as permitted by Sections 4.7 and 7.1, in the event Licensee attaches, replaces, relocates or modifies Equipment on one or more Poles without first obtaining Company's approval of a Permit Application for such work, Licensee shall pay Company as a processing charge, upon receipt of an invoice therefore and in addition to any unpaid rental due for such Equipment (together with interest applied to such unpaid rental, calculated in accordance with Section 10.8) and any other expenses or costs incurred by Company on account of such work, fifty dollars (\$50.00) for each such attachment, replacement, relocation or modification.

In the event that the time of any such unauthorized work cannot be determined, such work shall be deemed to have occurred on the date succeeding the day on which the last physical inspection was made in accordance with Section 10.6; provided, however, that, with respect to any such unauthorized work, Licensee shall not be obligated to pay any unpaid rental, or any such fifty dollars (\$50.00) processing charge, for or attributable to any period more than five (5) years prior to the date on which Company notifies Licensee of such unauthorized work.

At the option of and upon notice from Company, Licensee, at its sole risk and expense, shall either: (a) remove, replace, relocate or modify all or any portion of such Equipment within the time period specified in the notice; or (b) prepare and submit one or more Permit Applications for such Equipment. Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work within the period specified in the notice, Company may, without notice or demand to Licensee, and at the sole expense of Licensee, either perform all or any portion of such work or remove all or any portion of the Equipment from such Poles.

After the approval of a Permit Application for the attachment, replacement, relocation or modification of Equipment and the completion of all work required in connection with that Permit Application (including work for which any Preparation Costs were paid and other required engineering or make-ready construction work), Licensee may, at its sole expense, consistent with that approval, attach, replace, relocate or modify the Equipment identified in the Permit Application on the Poles specified in that Permit Application, during a period of ninety (90) days from the date of its approval, but not thereafter unless a new Permit Application is submitted to, and approved by, Company, pursuant to the procedures described in this Section 4.

Notwithstanding Licensee's rights as provided for in the preceding sentence, in the event that Licensee determines that the locations, configuration, or other physical characteristics of equipment attached to such Poles (including, without limitation, equipment attached to such Poles by any third parties) are materially different from those

4.5 Unauthorized
Work

4.6 Time to
Complete Work
After Approval
of a Permit
Application

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identified or depicted in that approved Permit Application, or if Licensee otherwise determines that it cannot complete its work, as contemplated by or approved in that Permit Application, in accordance with the Standards, then Licensee shall promptly notify Company, and shall not undertake any such work until such time as Company has authorized such work.

While performing any work identified in and approved pursuant to a Permit Application, the Licensee Party performing such work shall maintain a copy of that Permit Application at the location where such work is being performed. That copy of the Permit Application shall be made available for inspection by Company, or by Company Representatives, upon request.

Upon written notice from Company, Licensee shall, at its sole expense and within the period specified in the notice, replace, relocate or modify all or any portion of the Equipment on a Pole that Company requests in such notice. Licensee, in the exercise of its sole discretion and in accordance with the provisions of Sections 6.1, 6.5 and 8, may, instead of performing such work, remove all of the Equipment on the Pole, within the time period specified in the notice, and provided that such removal does not create a safety hazard or otherwise result in a condition of non-compliance with the Standards. Licensee may perform such work without prior notice to Company and without first submitting a Permit Application to Company; provided, however, Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work within the period specified in the notice, Company may, without notice or demand to Licensee and at the sole expense of Licensee, either perform all or any portion of such work, or remove all or any portion of the Equipment from that Pole.

Company, in the exercise of its sole discretion and in accordance with the provisions of the Agreement, may transfer Licensee's simple, tangent attachments to a new Company Pole or relocate simple, tangent attachments as needed on an existing Pole, provided that such work does not create a safety hazard. The parties agree that Company may perform such work without prior notice to Licensee, and shall notify Licensee of the performance of such work within fifteen (15) days of its completion, and request inspection by Licensee of said work for Standards compliance. Company shall invoice Licensee seventy-five Dollars (\$75.00) per transfer for all transfers performed on a monthly basis, with payment due within thirty (30) days of receipt.

At Company's discretion, Company may increase or decrease said transfer price from time to time upon sixty (60) days' notice to Licensee. For and with respect to Equipment located within the Power Space, such work shall continue to be performed exclusively by an Approved Contractor.

Licensee may communicate in writing to Company that it does not wish to participate in the transfer program described in the preceding paragraph, or that it does not wish for Company to make a specific category or type of transfer or relocation upon Licensee's behalf.

Licensee shall notify Company before it begins any work authorized by a Permit Application, approved by Company pursuant to the

4.7 Relocation,
Replacement or
Modification of
Equipment at
Company's
Request

4.8 Notice to
Company

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procedures prescribed by this Section 4; such notice shall include, without limitation, the date on which Licensee anticipates beginning that work. Company may have a representative present during all or any portion of such work.

Licensee shall notify Company of the attachment, replacement, relocation or modification of Equipment on any Pole within fifteen (15) days of the completion of such work. The notice shall identify the nature of the work and the Equipment and Poles involved. Company may inspect all or any portion of such work at any time after its completion, for the purpose of:

- (a) initially evaluating the work, to determine if it was performed in accordance with the Permit Application; and
- (b) subsequently evaluating any follow-up or "punch list" work performed by Licensee, reasonably determined to be necessary during the initial evaluation.

Licensee shall reimburse Company or, as appropriate, Company Representatives, for all expenses incurred by Company or, as appropriate, Company Representatives, in connection with such entities' presence at or inspection of such work, or for all expenses otherwise incurred by Company or Company Representatives in completing the post-work evaluations described above.

Except as otherwise expressly authorized in writing by Company's designated representative, Licensee shall not attach any Equipment to any portions of a Pole consisting of:

- (a) guy wires or anchor rods; or
- (b) cross-arms or brackets.

In addition, when making attachments to any non-wood Poles, Licensee shall comply with any applicable specialized attachment methods, as prescribed in the Standards or otherwise specified by Company.

At such time as any Equipment is attached to a Pole, Licensee shall attach or otherwise securely affix to that Equipment an identification tag, readable from ground level beneath the Pole that identifies such Equipment as belonging to Licensee and contains an emergency phone number at which Licensee's Authorized Representative may be contacted.

The identification tag and required attachment hardware shall be provided by the Licensee. Licensee shall not attach any other identification tag to its Equipment, attached to any Pole, without the prior written consent of Company's designated representative. Licensee shall attach or otherwise affix the identification tag to its Equipment, attached to any Pole, as close to that Pole as is practicable, consistent with the Standards.

As part of its routine and periodic maintenance of its Equipment, and throughout the term of this Agreement, Licensee will ensure that the identification tags remain securely attached or otherwise affixed to that Equipment, including any Equipment which may have been previously attached to a Pole without an identification tag. In the event that Licensee determines that any of its Equipment, attached to any Pole, is no longer tagged, Licensee shall thereafter promptly attach to

4.9 Guy Wires,
Anchor Rods,
Cross-arms And
Brackets/Non-
Wood Poles

4.10. Identification of
Licensee's
Equipment

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that Equipment a replacement identification tag.

In addition to and apart from the requirements provided for above in this Section 4.10, Licensee shall, with respect to its Equipment, comply with any other tagging, labeling, or other identification requirements, as may be imposed by any governmental entities.

Licensee shall, at its sole expense, maintain all Equipment on Poles in a safe condition and in thorough repair (including, without limitation, in compliance with the Standards). Licensee may perform maintenance and repair work on such Equipment without giving prior notice to, or obtaining the prior approval of, Company.

If Licensee fails to maintain any such Equipment in a safe condition and in thorough repair, Company may, in its sole discretion, without notice or demand to Licensee and at the sole expense of Licensee, perform such repairs or maintenance as it deems necessary to restore that Equipment to a safe condition and in thorough repair.

As part of its maintenance work, Licensee shall promptly remove, from the vicinity of any Pole, any debris (including, without limitation, wood chips or cut limbs) resulting from Licensee's maintenance or repair of its Equipment. Licensee's right to maintain and repair its Equipment, as provided for in this Section 5.1, shall not extend to or include the attachment or other positioning of new Equipment, or the placement of new facilities to upgrade or increase the capacity of Licensee's existing Equipment, or any Overlashing, of or pertaining to existing Equipment.

At an interval no more frequent than once every twelve (12) months, Company may inspect all or any portion of the Equipment on any Pole, for the purpose of determining whether such Equipment is in a safe condition and in thorough repair (including, without limitation, in compliance with the Standards).

Upon notice from Company, Licensee shall, at its sole expense and within such reasonable period as may be specified in the notice, perform any repair or maintenance work, relating to the Equipment on any Pole specified in such notice, as necessary to ensure that such Equipment is in a safe condition and in thorough repair. Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work, Company may, without notice or demand to Licensee, and at the sole expense of Licensee, either perform all or any portion of such necessary work, or remove all or any portion of the Equipment from that Pole.

Company's actions and decisions in either performing or choosing not to perform such inspections shall not operate to relieve Licensee of any responsibility, obligation, or liability Licensee may have pursuant to this Agreement.

In addition to the inspection rights provided for in Section 5.2, in the event that Company should otherwise determine or discover that one

**SECTION 5.
MAINTENANCE AND
REPAIR OF EQUIPMENT**

**5.1 Maintenance of
Equipment**

**5.2 Routine
Inspection of
Equipment by
Company**

**5.3 Special
Inspection of**

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or more of Licensee's attachments of Equipment to Poles is not in compliance with the Standards or, in Company's reasonable judgment, otherwise presents a safety hazard, Company may, at Licensee's expense, inspect all or any portion of Licensee's other Equipment on any Pole, for the purpose of determining whether such Equipment is in a safe condition and in thorough repair (including, without limitation, in compliance with the Standards).

Equipment by
Company

Upon notice from Company, Licensee shall, at its sole expense and within such reasonable period as may be specified in the notice, perform any repair or maintenance work, relating to the Equipment on any Pole specified in such notice, as necessary to ensure that such Equipment is in a safe condition and in thorough repair. Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work, Company may, without notice or demand to Licensee, and at the sole expense of Licensee, either perform all or any portion of such necessary work or remove all or any portion of the Equipment from that Pole.

Company's actions and decisions in either performing or choosing not to perform such inspections shall not operate to relieve Licensee of any responsibility, obligation, or liability Licensee may have pursuant to this Agreement.

SECTION 6. REMOVAL OF EQUIPMENT

Licensee, in the exercise of its sole discretion, may remove any Equipment on any Pole, without prior notice to or the prior approval of Company; provided, however, that Licensee shall submit a Permit Application pertaining to such completed work, pursuant to Section 6.5.

6.1 Removal of
Equipment by
Licensee

If Company determines that such removal or related work performed by Licensee resulted in a safety hazard (including, without limitation, a condition of non-compliance with the Standards) then Licensee shall, at its sole expense and within such reasonable period as may be specified in the notice, replace such Equipment or perform any other corrective action, as necessary to correct that safety hazard or other condition of non-compliance. Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work within the period specified in the notice, Company may, without notice or demand to Licensee and at the sole expense of Licensee, perform all or any portion of such work.

In the event that Licensee either:

(a) discontinues its use of any Equipment for purposes of the Permitted Use; or

(b) does not use any Equipment, for purposes of the Permitted Use, for any consecutive period of one-hundred eighty (180) days,

then Licensee shall, at its sole expense and within thirty (30) days of either such occurrence, remove that Equipment from any Pole.

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The Overlapping of any Equipment shall not constitute use of that Equipment, for purposes of this paragraph.

Upon notice from Company, Licensee shall, at its sole expense, remove all of the Equipment on any Pole, which Company is abandoning, or otherwise discontinuing its use of for purposes of providing electric utility service (including, without limitation, discontinuance due to Company being required to relocate its facilities to underground locations).

Licensee shall remove all such Equipment within thirty (30) days of receiving such notice.

In the event that Company contracts to sell or sells a Pole on which Equipment is attached, Company shall notify Licensee of such fact. Unless Licensee obtains the permission of the new owner of the Pole to maintain its Equipment on the Pole, Licensee shall, at its sole expense, remove the Equipment from that Pole within the time period specified in such notice.

Licensee shall, at its sole expense, remove all of the Equipment on all Poles prior to the end of the term of this Agreement (as provided for in Section 9) or within thirty (30) days of receiving notice of Company's intent to terminate this Agreement for other reasons, as expressly provided for in this Agreement (including, without limitation, pursuant to Section 11).

Whenever Licensee removes any Equipment from a Pole, it shall submit to Company, within fifteen (15) days thereafter, a Permit Application, signed by an appropriate Authorized Representative and identifying, in the appropriate spaces thereon, the Equipment removed and the Pole from which it was removed.

In the event that Licensee fails to remove all or any portion of the Equipment on any Pole within the time period required by the provisions of this Section 6 or by other applicable provisions of this Agreement, Company may, without notice or demand to Licensee, remove such Equipment.

Such removal shall be at the sole expense of Licensee and Licensee shall pay Company, upon receipt of an invoice therefore and in addition to any expenses incurred by Company in connection with such removal, as a processing charge, fifty dollars (\$50) for each Pole from which Equipment is removed.

6.2 Removal of Equipment Upon Abandonment of Pole, or Discontinuance of Utility Service

6.3 Removal when Company Sells a Pole

6.4 Removal Upon Termination of this Agreement

6.5 Submission of a Permit Application Following the Removal of Equipment on a Pole

6.6 Licensee's Failure to Timely Remove Equipment

**SECTION 7.
EMERGENCIES**

In the event of an emergency pertaining to a Pole, Licensee shall, at its sole risk and expense, have the right to attach, replace, relocate or modify Equipment on any Pole without first obtaining Company's approval of a Permit Application for such work; provided, however,

7.1 Licensee's Rights in an Emergency

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that before performing such work, an Authorized Representative shall obtain the oral approval of Company's designated representative, and provided further that such work is performed within the time period and under such conditions as may be reasonably specified by such representative of Company.

Any such oral approval shall be confirmed, within five (5) days of the performance of the work, by Licensee to Company in writing, identifying both the work performed and the Poles affected.

If Company determines that such emergency attachment, replacement, relocation or modification resulted in a safety hazard (including, without limitation, a condition of non-compliance with the Standards), and Company provides Licensee with a written notice of such determination, then Licensee shall, at its sole expense and within such reasonable period as may be specified in the notice, remove, replace, relocate or modify all or any portion of such Equipment, as necessary to correct that safety hazard or other condition of non-compliance. Licensee shall notify Company of the performance of such work within fifteen (15) days of its completion.

If Licensee fails to perform such work, Company may, without notice or demand to Licensee and at the sole expense of Licensee, either perform all or any portion of such work or remove the Equipment from the Pole.

In the event of an emergency, Company may, without prior notice to Licensee and at Licensee's sole expense, permanently or temporarily replace, relocate, modify, remove or perform any other work in connection with the Equipment on any Pole.

In such event, Company shall notify Licensee of both the work performed and the Pole affected by such work within a reasonable time after its performance.

Licensee agrees that it will not, directly or indirectly, create, incur, assume or suffer to exist any lien (whether mechanics, materialman or other) or other encumbrances on the Equipment attached to any Pole, or to any property, real or personal, owned or controlled by a Company Group, resulting from or arising out of any work performed by or on behalf of Licensee (including, without limitation, by any Licensee Party) pursuant to this Agreement.

Licensee will, at its sole expense, promptly take any action as may be necessary to discharge any such lien or encumbrance.

All work performed by any Licensee Party, pursuant to or within the scope of this Agreement, shall be undertaken and completed in a safe, good and workmanlike manner (including, without limitation, in compliance with the Standards) and shall not interfere with the use of any equipment of any Company Group or any Joint User.

Licensee shall ensure that any Licensee Party, performing any such work, is properly trained with respect to, and otherwise familiar with, all applicable safety procedures and requirements (including, without

7.2 Company's
Rights in an
Emergency

**SECTION 8. DISCHARGE
OF LIENS; PERFORMANCE
OF WORK**

8.1 Discharge of
Liens or other
Encumbrances

8.2 Licensee's
Performance of
Work

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limitation, those pertaining to the risks associated with making contact with electrical conductors, and prohibitions against coming into closer proximity to the electrical conductors of Company than is permitted by the Standards).

This Agreement, if not terminated earlier in accordance with the provisions of Section 11, shall continue in effect for a term of one (1) year and thereafter until terminated as provided herein.

This Agreement may be terminated in its entirety or with respect to any one or more of the Poles, or with respect to one or more designated areas in which Company provides utility service, at the end of the initial one year term, or at any time thereafter, by either Party giving to the other Party at least sixty (60) days' written notice.

Upon termination of this Agreement for any reason, all obligations of the Parties pursuant to this Agreement shall terminate, except for those which, by their sense and context, are intended to survive such termination, including, without limitation, obligations pertaining to indemnification.

SECTION 9. TERM

SECTION 10. RENTAL AND OTHER PAYMENTS

In each calendar year during the term of this Agreement, Licensee shall make an advance rental payment to Company. During the first calendar quarter of each year, Company shall submit to Licensee an invoice designating the advance rental payment due for that calendar year; further, Company shall make a reasonable effort to submit that invoice to Licensee during the month of January of each year. That invoice shall be paid in accordance with the provisions of Sections 10.8 and 10.9.

10.1 Advance Rental Payment

The advance rental payment shall be equal to the rental payment specified in Section 10.3 times the sum of the individual Poles on which Equipment is attached, on January 1 of the calendar year for which the advance rental payment is being paid, as determined from the perpetual inventories maintained by the Parties pursuant to Section 10.6

10.2 Computation of the Advance Rental Payment

The rental rate for attachments of Equipment to each Pole shall be in the amount specified in Attachment B.

10.3 Rental Rate

The rental rate will be adjusted each calendar year by the amount of any increase in the Consumer Price Index (published by the Bureau of Labor Statistics of the U.S. Department of Labor), for the twelve month period ending September 30 of the year immediately preceding the year with respect to which the rate adjustment is being made.

10.4 Adjustments to Rental Rate

The advance rental payment may be adjusted, at Company's discretion, for all additional Poles on which Equipment is attached during any calendar year. If invoiced by Company, Licensee shall make payments to Company reflective of additional Poles on which Equipment is attached at any time during such calendar year.

10.5 Adjustment to the Advance Rental Payment

Company shall maintain a perpetual compilation of the Permit Applications and notices submitted to it by Licensee pursuant to this Agreement. Licensee and Company shall maintain perpetual inventories of the Equipment attachments on Poles and the Poles on

10.6 Compilation of Permit Applications and Notices;

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which Equipment is attached. Such inventories shall be based on the physical inspections specified in this Section 10.6, together with the Permit Applications and notices pertaining to attachments of Equipment required by this Agreement.

Perpetual
Inventories;
Physical
Inspection

The Parties will conduct, or will cause to have conducted, a physical inspection of the Equipment attached to Poles every five (5) years, at a time designated by Company. Such inspection will be conducted either:

(a) by joint physical inspection, utilizing both Licensee and Company employees; or

(b) when Company and Licensee employees are not available to perform the inspection, by a contractor selected by Company, in its reasonable judgment.

In the event that the inspection is performed by a contractor, Company will, from time to time during the course of that inspection, review the contractor's work to assess whether the inspection is being performed accurately.

Company shall use reasonable efforts to have the physical inspection conducted in cooperation with Joint Users (including, as appropriate, having the inspection performed with respect to all attachments on Poles, rather than with respect to just the Licensee's attachments), and the costs of any joint physical inspection, undertaken in cooperation with Joint Users, shall be borne pro rata by the Licensee and Joint Users.

Nevertheless, Licensee will otherwise be charged for and shall pay all costs for, or incurred in connection with, the inspection, regardless of the method utilized. Such costs will include, but are not limited to, costs of materials employees, and contractors, transportation costs, and any miscellaneous charges necessary for conducting the inspection.

Licensee acknowledges that Company may, in its discretion, contract with or otherwise arrange for one or more agents or contractors to act for or on behalf of Company, or in furtherance of Company's rights, pursuant to or in connection with this Agreement (collectively, "Company Representatives"). Licensee agrees that Company Representatives may invoice Licensee for all costs and expenses incurred by them in furtherance of such actions.

10.7 Licensee's
Payment of
Costs and
Expenses
Incurred by
Company or
Company
Representatives

Further, Licensee agrees that Company Representatives shall be third party beneficiaries to the extent necessary for them to enforce Licensee's payment obligations hereunder. Company Representatives shall invoice Licensee for all costs and expenses incurred by them pursuant, but not limited to, Section 3, 4, 5, 6, 7 and 10, from time to time.

Subject to Section 4.1.2 pertaining to Preparation Costs, Licensee shall pay each invoice submitted to it by Company or, as appropriate, by a Company Representative, within thirty (30) days of its receipt of that invoice and will remit payment to the address indicated on each invoice, as Company or Company Representatives may designate from time to time.

10.8 Payment of
Invoices

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Any portion of an invoice not paid when due shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, unless such amount is disputed and is paid into escrow pursuant to Section 10.9.

Unless otherwise agreed to by the Parties, whenever Licensee in good faith disputes a payment, it shall deposit the amount in dispute in an interest bearing escrow account acceptable to Company within the time period provided by Section 10.8. Any amount so deposited shall remain in such escrow account until the dispute is resolved.

Upon resolution of the dispute, the amount so deposited, plus interest earned on that amount, shall be paid to the Party determined to be entitled to the amount in the escrow account.

10.9 Disputed
Invoices or
Adjustments

**SECTION 11. DEFAULT
AND TERMINATION**

If Licensee:

11.1 Default by
Licensee

(a) fails to pay fully or deposit in escrow all monies due Company or Company Representatives on the date that the payment is due, pursuant to the provisions of Section 10, and such failure shall continue, in whole or in part, for a period of more than thirty (30) days; or

(b) fails to comply with any term, condition or covenant of this Agreement, other than any provision providing for the payment of monies due Company or Company Representatives, and such failure remains uncured for a period of thirty (30) days following Licensee's receipt of written notice of the kind, character and nature of the failure by Licensee (or if such non-compliance cannot reasonably be cured within thirty (30) days of such notice, Licensee has not commenced to cure and satisfy the failure within thirty (30) days and shall not thereafter proceed to cure such failure with reasonable diligence and good faith); then, in any such event, Licensee shall pay all monies owed to Company or Company Representatives under this Agreement in accordance with the provisions of Section 10, and Company may pursue any one or more of the following remedies, and Company Representatives may pursue the remedies contained in subsection (iii) below, without any notice or demand whatsoever to Licensee:

(i) cancel and terminate this Agreement in its entirety, or with respect to one or more designated areas in which Company provides utility service, or with respect to any one or more of the Poles; or

(ii) revoke Licensee's permission to use any Poles involved in such default or non-compliance; or

(iii) institute suit or other adjudicatory proceedings.

Licensee shall pay all of the costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Company or, as appropriate, Company Representatives, by reason of the foregoing events of default, and in seeking any remedy for, or relief from, such events of default.

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Company's, or Company Representatives', pursuit of any of the respective remedies available to them pursuant to this Section 11.1, shall not preclude Company or Company Representatives from pursuing any other remedies provided for in this Agreement or otherwise provided by law, nor shall Company's, or Company Representatives', pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any payment of monies due to Company or Company Representatives under this Agreement, or of any damages accruing to Company or Company Representatives by reason of Licensee's failure to comply with any of the terms, conditions or covenants of this Agreement.

In the event any lawfully required franchise, license, permit, waiver, consent or easement held by Licensee, and required for or in furtherance of Licensee's use of any Equipment attached to Poles, is revoked or denied to Licensee for any reason, in whole or in part, Licensee's rights under this Agreement shall immediately terminate to such extent, and Licensee shall, within thirty (30) days, remove such Equipment from Poles as may be required to comply with such revocation or denial of authority.

11.2 Termination
Upon
Licensee's Loss
of its Franchise

In Progress

**SECTION 12.
INDEMNIFICATION,
CONSEQUENTIAL
DAMAGES AND TEXAS
DECEPTIVE TRADE
PRACTICES-CONSUMER
PROTECTION ACT**

- (a) **To the fullest extent allowed by Texas law**, Licensee agrees to defend, protect, indemnify and hold harmless the Indemnified Parties from and against all Claims asserted by any person or entity, including, without limitation, any Licensee Party, in any way arising out of, related to, caused by or incident to this Agreement, including, but not limited to:
- (i) Claims arising out of, related to, caused by or incident to Licensee's breach of this Agreement or any representation, warranty, covenant or obligation of Licensee set forth herein;
 - (ii) Claims arising out of, related to, caused by or incident to the attachment, maintenance, replacement, relocation, repair, modification, removal, use or operation of, or in any other way arising out of, related to, caused by or incident to, any Equipment;
 - (iii) Claims arising out of, relating to, caused by or incident to the Permitted Use; or
 - (iv) Claims arising out of, related to, caused by or incident to any interruption, disruption, interference or termination of the Permitted Use.
- (b) The obligations provided for in this Section 12.1 apply to any of Licensee's contracts with contractors, whether now or hereafter in effect, under the terms of which any such contractors attach, maintain, replace, relocate, or modify any Equipment on a Pole (the "Attachment Contracts"). Licensee shall use its best efforts to ensure that each of the Attachment Contracts includes provisions whereby the subject contractor acknowledges and agrees that Company (whether identified by name or description) shall have the full benefit of any indemnity obligation, insurance coverage

12.1 Licensee's Obligation to
Indemnify

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(with Company being designated as an insured or additional insured party under the terms of the applicable policies), and limitations of liability, applicable to or protecting Licensee under the terms of that contractor's Attachment Contract.

- (c) To the extent necessary to permit the Indemnified Parties to enforce the indemnity obligations provided for in Section 12.1(a), Licensee agrees that, with respect to any Claims, it shall and does, to the fullest extent legally permissible, hereby waive, and shall require each of its insurers to waive, as to the Indemnified Parties, any and all defenses, limitations of liability, or other protections Licensee may have or claim pursuant to the laws of the State of Texas, including, without limitation, those provided for in the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practice and Remedies Code), and the Texas Workers' Compensation Act (Chapter 401 of the Texas Labor Code).

- (d) The Parties acknowledge and agree that, within their lawful and reasonable contemplation, all payments which may be made by Licensee, pursuant to its indemnity obligations or other potential liabilities under this Agreement, can and will reasonably be paid and satisfied from some fund in the immediate control of Licensee, readily available for the purpose of satisfying and paying such indemnity obligations and other potential liabilities. Nevertheless, in the event any such indemnity obligation or potential liability accrues and becomes ascertainable in amount and, further, if the amount of such indemnity obligation or liability exceeds the funds then available to Licensee to satisfy such indemnity obligation or liability, Licensee agrees that, in each year during which such indemnity obligation or liability ascertainable in amount exists, arising from or relating to a Claim, it will, promptly and as soon as permissible under applicable law, levy a tax, with full allowances being made for tax delinquencies and costs of tax collection, which will be sufficient to raise and produce the money required (including, without limitation, any applicable sinking fund) to ensure that all indemnity obligations or liabilities ascertainable in amount, arising from or relating to a Claim, are satisfied and discharged.

- (e) If, for whatever reason, any provision of this Agreement is held by a court to be in conflict with or contradictory to Licensee's duty to indemnify the Indemnified Parties, as provided for in this Agreement, such conflicting or contradictory provision shall be subjugated to, and shall not impair, affect, or invalidate, Licensee's duty to indemnify the Indemnified Parties, and such duty shall remain in full force and effect.

- (f) With regard to Licensee's obligations of indemnification and other potential liabilities provided for in this Agreement, the Parties acknowledge and agree that Licensee has entered into this Agreement in furtherance of public purposes, and that no payment made or obligation incurred by Licensee hereunder shall constitute or be construed as an application or lending of Licensee's credit, or an application of public funds for private use.

Under no circumstances whatsoever shall any Company Group be liable to any Licensee Party in contract, in tort (INCLUDING SOLE OR CONCURRENT, ACTUAL OR IMPUTED, NEGLIGENCE, OR

12.2 Licensee's Waiver of Consequential Damages

DISTRIBUTION POLE LICENSE AGREEMENT
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STRICT LIABILITY), under any warranty, or otherwise for any special, indirect, incidental, or consequential loss or damage of any nature, including, without limitation, for the cost of capital, loss of profits or revenues or the loss of use thereof, attorneys' fees (except as otherwise expressly provided for in this Agreement) or the cost of purchased or replacement services, or claims of Licensee's users, licensees, concessionaires, or any other person, firm or entity in such regard, and to the extent allowed by law, Licensee agrees to indemnify and hold each Company Group harmless from and against such losses or damages.

No Company Group shall have any liability to any Licensee Party for any expense, damage or loss caused, in whole or in part, by the action of any Company Group that damages or injures any Equipment except to the extent directly attributable to the gross negligence or willful misconduct of any Company Group.

To the extent that the Texas Deceptive Trade Practices - Consumer Protection Act, Texas Bus. & Comm. Code Section 17.41, et. seq., may be applicable to any Claim that Licensee may have against any Company Group in any way arising out of, related to, caused by or incident to this Agreement, Licensee waives the applicability of such Act to the maximum extent that it can now or in the future be waived.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as an admission by any Party that Licensee is a "consumer" as defined in such Act or that such Act is otherwise applicable to any Company Group, any Licensee Party or this Agreement.

Within a reasonable period after receiving or becoming aware of the assertion of any Claim within the scope of Section 12.1, Company shall notify Licensee of the assertion of such Claim.

Company's failure to provide such notice shall not, however, alter or, in any manner, impair Licensee's obligations of indemnity, as provided for in Section 12.1, except to the limited extent that such failure directly and adversely affects Licensee's efforts or ability to fulfill such obligations of indemnity.

Licensee shall, at its sole expense and during the term of this Agreement, purchase and maintain insurance in accordance with the requirements of Attachment C, Licensee's Insurance Requirements.

However, notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.

Licensee will notify the Company manager of claims per the requirements in Attachment C as soon as practical of any accidents or occurrences resulting in injuries to any person, including death, or any

12.3 No Liability for Damage to Equipment

12.4 Licensee's Waiver of Rights and Remedies Under the Texas Deceptive Trade Practices-Consumer Protection Act

12.5 Notice Of Claim To Licensee

SECTION 13. INSURANCE

13.1 Proof of Coverage

13.2 Notification of Accident, Injury, or Damage

DISTRIBUTION POLE LICENSE AGREEMENT
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property damage (including, without limitation, damage to any Equipment or Pole), arising out of or relating to this Agreement.

Nothing in this Section 13, or the provision of any insurance required by this Section 13, shall affect, limit or otherwise reduce the indemnity obligations provided for in Section 12.

The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive, in that Company reserves the right to use any or all of such Pole for any lawful purpose or business, or to lease or otherwise permit any other person or entity the right to lease or use any or all of such Pole for any lawful purpose.

Licensee has and retains whatever rights it may have to install and construct its Equipment, separate and apart from this Agreement; provided, however, that in no event shall Licensee make any use of Poles, or any other facilities or equipment of Company, except in accordance with, and subject to, the terms and conditions of this Agreement; and provided further, however, that Licensee shall not locate poles, guys, or other facilities where they will;

(a) interfere with access to Poles or the operation of Company's electric system; or

(b) result in or cause a condition of non-compliance with any provision of the Standards.

In addition to the limitations provided for in, and without limiting Licensee's responsibilities under, Section 2.2, Licensee shall not, without the prior written consent of Company, transfer, assign, delegate or sublet any of its rights or obligations under this Agreement.

Except to the extent expressly consented to by Company (such consent not to be unreasonably withheld), no permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee, or Licensee's successor-in-interest, of any of its obligations under this Agreement, and Licensee, or Licensee's successor-in-interest, shall remain fully obligated and liable to Company under this Agreement, notwithstanding any such permitted transfer, assignment, delegation or subletting.

Company may transfer, assign or delegate any of its rights or obligations under this Agreement at any time, without the consent of or prior notice to Licensee. Company shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, where assignment is permitted by this Agreement.

Licensee shall pay, in the normal course of its business and before

13.3 Enhancement of Indemnification

SECTION 14. NON-EXCLUSIVITY OF THIS AGREEMENT

14.1 Company

14.2 Licensee

SECTION 15. ASSIGNMENTS

15.1 Assignment by Licensee

15.2 Non-Release

15.3 Assignment by Company

15.4 Successors and Assigns

SECTION 16. LICENSEE'S

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they become delinquent, all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it, or against the Equipment or otherwise pertaining to the Permitted Use, including, without limitation, all franchise, license, permit, and other fees due to any cities or other governmental bodies in connection with Licensee engaging in the Permitted Use.

THIS AGREEMENT IS GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS IN TARRANT COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT AND THE NEGOTIATION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN A STATE COURT IN TARRANT COUNTY, TEXAS AND THE PARTIES AGREE THAT THEY WILL NOT RAISE ANY DEFENSE OR OBJECTION OR FILE ANY MOTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF THE FORUM OR THE LIKE IN ANY CASE FILED IN A STATE COURT IN TARRANT COUNTY, TEXAS. THE PARTIES MUTUALLY AGREE THAT THIS AGREEMENT IS A "MAJOR TRANSACTION" WITHIN THE MEANING OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE § 15.020 AND AS SUCH AGREE THAT ANY ACTION OR SUIT ARISING FROM THIS AGREEMENT WILL BE BROUGHT IN TARRANT COUNTY, TEXAS, AND VENUE WILL BE IN TARRANT COUNTY, FORT WORTH, TEXAS.

This Agreement and all Attachments attached hereto shall constitute the entire, complete and final agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, undertakings, understandings, representations, statements and agreements between the Parties with respect to the subject matter hereof are merged into this Agreement.

Any notice, other than Permit Applications, required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made if:

- (a) delivered in person with receipt acknowledged in writing by the person specified below;
- (b) sent by registered or certified mail, return receipt requested, to the person and address specified below;
- (c) sent by confirmed telephonic document transfer to the person and fax number specified below;
- (d) sent electronically to the recipient's designated e-mail address; provided that the recipient acknowledges receipt of that notice; or
- (f) sent or delivered by such other method as will ensure evidence of its receipt by the person specified below:

PAYMENT OF TAXES, ASSESSMENTS, FEES AND OTHER GOVERNMENTAL CHARGES

SECTION 17. CHOICE OF LAW

SECTION 18. COMPLETE AGREEMENT

SECTION 19. NOTICES

- 19.1 Method of Notice

DISTRIBUTION POLE LICENSE AGREEMENT
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(a) If to Licensee(Contracts Administrator):

City of Mansfield, Texas
210 Smith Street
Mansfield, Texas 76063

Attn: James Fish
Telephone Number: 817.804.5794
Mobile: 817.229.3508
Fax Number: 817.473.8135
Email: james.fish@mansfield-tx.gov

(b) If to Company:

Oncor Electric Delivery Company LLC
Attention: Contracts Administrator
115 W. 7th Street, Suite 211
Fort Worth, TX 76102

Attn: Karen Flewharty
Telephone Number: 817-215-5037
Fax Number: 817-215-6243
Email: Karen.flewharty@oncor.com

Notices given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed; provided, however, that no notice shall be effective unless it is given or made in compliance with this Section 19.1.

The person, address, fax number, or Email address of any Party, to which notice shall be given pursuant to Section 19.1, may be changed at any time, upon written notice given pursuant to Section 19.1 to the other Party.

Licensee shall, at its own cost, operate, attach, replace, relocate, repair, modify and remove its Equipment on or from Poles in compliance with the Standards, and all other applicable constitutions, statutes, ordinances, rules, regulations, codes, orders, decisions, ordinances and decrees of all governmental bodies with jurisdiction over the Licensee or subject matter of this Agreement.

Where a difference in any of the foregoing specifications may exist, the more stringent shall apply.

If any portion of this Agreement becomes or is determined by a governmental body with jurisdiction to be void, unenforceable, invalid or illegal, Licensee and Company shall modify, to the extent they are able to do so, such portion in a manner which preserves the intent and effect both of such portion and the remainder of this Agreement, to the maximum extent which is effective, enforceable, valid and legal.

19.2 Change in
Person's
Address and
Fax Number

SECTION 20. COMPLIANCE WITH LAWS

20.1 Licensee's
Compliance

20.2 Severability

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<p>A void, unenforceable, invalid or illegal portion of this Agreement shall not affect the effectiveness, enforceability, validity or legality of the remainder of this Agreement.</p> <p>Licensee may replace any or all of its Authorized Representatives, at any time or from time to time, by delivering to Company a written notice specifying:</p> <p>(a) the name of the new Authorized Representative;</p> <p>(b) if not an employee of Licensee, the employer and relationship to Licensee;</p> <p>(c) title;</p> <p>(d) business address;</p> <p>(e) business telephone number;</p> <p>(f) fax number;</p> <p>(g) Email address;</p> <p>(h) the name of the Authorized Representative being replaced; and</p> <p>(i) the date when the change becomes effective.</p> <p>Unless otherwise specified in the notice, the new Authorized Representative shall have the same authority as the Authorized Representative being replaced.</p> <p>Upon good cause shown by Company:</p> <p>(a) Licensee shall increase or decrease the number of Authorized Representatives or replace any or all of them; and</p> <p>(b) Company may reject any replacement for an Authorized Representative</p>	<p>SECTION 21. REPLACEMENT OF AUTHORIZED REPRESENTATIVES</p>
<p>Only written amendments of this Agreement duly authorized and signed by the Parties shall be effective, and no writing shall constitute an amendment of this Agreement unless such writing is expressly identified as an amendment, with specific reference to the provisions of this Agreement to be amended. No amendment shall be effective prior to the date such amendment is signed by the Parties, unless such amendment expressly so provides.</p> <p>Notwithstanding the requirements of this Section 22.1, Licensee may replace any or all of its Authorized Representatives by delivering written notice to Company in accordance with Section 21, without any requirement that such notice be identified as, or be deemed to be, an amendment to this Agreement.</p> <p>No rights or duties under this Agreement shall be waived except as</p>	<p>SECTION 22. AMENDMENTS AND WAIVERS</p> <p>22.1 Amendments</p> <p>22.2 Waiver</p>

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expressly provided in this Agreement, or unless the Party having the right expressly waives such rights or duties in a written instrument identified as a waiver.

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Except as specifically provided herein (and in particular, but without limitation, for or with respect to Company Representatives), this Agreement is entered into for the sole benefit of Company and Licensee and, where permitted, their respective successors and assigns.

Nothing in this Agreement or in any approved Permit Application shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, Licensee's or Company's customers, concessionaires and licensees.

Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners or joint ventures between the Parties, it being understood and agreed that no such provision, or any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

Except for and as provided in any applicable franchise granted by Licensee to Company or its predecessor-in-interest, any existing agreements between the Parties or their predecessors, regarding the attachment of Equipment to Poles, are by mutual consent of the Parties hereby abrogated and superseded by this Agreement.

Notwithstanding anything to the contrary in this Agreement, the Parties from time to time may prepare and implement such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

Section and subsection headings are inserted in this Agreement for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

This Agreement may be simultaneously executed in several counterparts. All such counterparts, when executed and delivered, each as an original, shall constitute but one and the same instrument.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any court or other governmental or judicial authority, by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

As used in this Agreement, the term "Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, acts of public

**SECTION 23. AGREEMENT
FOR THE SOLE BENEFIT
OF LICENSEE AND
COMPANY**

**SECTION 24.
RELATIONSHIPS OF THE
PARTIES**

**SECTION 25. EXISTING
CONTRACTS
SUPERSEDED**

25.1 Existing
Contracts
and/or Letter
Agreements

25.2 Operating
Routines and
Working
Practices

SECTION 26. HEADINGS

**SECTION 27. EXECUTION
IN COUNTERPARTS**

**SECTION 28.
INTERPRETATION**

**SECTION 29. FORCE
MAJEURE**

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enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or of any State, any arrests and restraints, civil disturbances, explosions, adverse weather conditions (including, without limitation, rain, snow, or ice), and inability despite reasonable diligence to obtain materials essential to the obligations to be performed under the Agreement.

Should either Party be rendered unable, either wholly or in part, by an event of Force Majeure, the occurrence of which is beyond the affected Party's reasonable control, to fulfill its obligations under the Agreement, the obligation(s) affected by such event of Force Majeure shall be suspended only during the continuance of such inability.

The Party so affected shall give notice of the existence, extent and nature of such event of Force Majeure, in writing, to the other Party within forty-eight (48) hours after the occurrence.

The Party so affected shall remedy such inability with all reasonable dispatch and shall use due diligence in this regard.

The following are attached to and hereby made a part of this Agreement:

Attachment A, Authorized Representatives
Attachment B, Rental Rate Schedule
Attachment C, Licensee's Insurance Requirements

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the **EFFECTIVE DATE** first written above.

CITY OF MANSFIELD, TEXAS

ONCOR ELECTRIC DELIVERY COMPANY LLC

Signature: _____

Signature: _____

Name: R. Todd Williams

Name: Karen Flewharty

Title: Director – Information Technology

Title: Manager, Joint Use Management Group

Date: _____

Date: _____

ATTACHMENT A**AUTHORIZED REPRESENTATIVES*****Contracts Administrator***Name James FishTitle Senior Park PlannerCompany City of Mansfield, TexasMailing Address 210 Smith St.City/State/Zip Mansfield, Texas 76063Phone 817.804.5794Mobile 817.229.3508Fax 817.473.8135Email james.fish@mansfieldtexas.gov***Accounts Receivable Contact***Name Louann OwensTitle Accounts Payable TechCompany City of Mansfield, TexasMailing Address 1200 E. Broad St.City/State/Zip Mansfield, TX 76063Phone 817.276.4255Mobile N/AFax 817.477.3407Email louann.owens@mansfieldtexas.gov***Accounts Payable Contact***Name Louann Owens***Construction Contact***Name Bruce E. CurrinTitle CEOCompany Sunrise IT Solutions GroupMailing Address 1701 W. Northwest HighwayCity/State/Zip Grapevine, Texas 76051

Phone 817.796.0658

Mobile 817.262.2151

Fax N/A

Email bcurren@sunriseitsg.com

Engineering Contact

Name Raymond Coffman

Title City Engineer

Company City of Mansfield, Texas

Mailing Address 1200 E. Broad St.

City/State/Zip Mansfield, TX 76063

Phone 817.276.4238

Mobile N/A

Fax 817.453.8176

Email raymond.coffman@mansfieldtexas.gov

In Process

Operations Contact

Name R. Todd Williams

Title Director – Information Technology

Company City of Mansfield, Texas

Mailing Address 1200 E. Broad St.

City/State/Zip Mansfield, TX 76063

Phone 817.276.4281

Mobile 214.707.8339

Fax N/A

Email todd.williams@mansfieldtexas.gov

Emergency Contact

Name R. Todd Williams

Claims Representative

Name **Alma Roden**

Title **Paralegal**

Company **City of Mansfield, Texas**

Mailing Address **1200 E. Broad St.**

City/State/Zip **Mansfield, TX 76063**

Phone **817.276.4710**

Mobile **817.879.5911**

Fax **817.276.4728**

Email **alma.roden@mansfieldtexas.gov**

In Process

ATTACHMENT B

RENTAL RATE SCHEDULE

During calendar year **2018**, the rental rate for each Pole to which one or more attachments of Equipment is made shall be:

\$28.92

The rental rate specified herein is subject to, and shall be determined in accordance with, **Section 10.4** of the Agreement.

In Process

ATTACHMENT C

LICENSEE'S INSURANCE REQUIREMENTS

A. Coverage Requirements

Licensee will, at its own expense, maintain in force throughout the period of the Agreement or as otherwise specified and until released by Company, at least the following minimum insurance coverages with insurers acceptable to Company.

- 1) Commercial General Liability Insurance including bodily injury and property damage, personal and advertising injury, contractual liability, and including products and completed operations, with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage.
- 2) Automobile Liability Insurance for coverage of owned, non-owned and hired autos, trailers or semi-trailers with a minimum combined single limit of one million dollars (\$1,000,000) per accident for bodily injury, including death, and property damage.
- 3) Excess Liability Insurance over and above the employers' liability, commercial general liability and automobile liability insurance coverage, with a minimum limit of two million dollars (\$2,000,000) per occurrence. Coverage must replace exhausted aggregate limits under Commercial General Liability and Workers' Compensation (Employers Liability) insurance coverages referenced herein.
- 4) Workers' Compensation and Employers' Liability Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for the employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

Note: The required limits of insurance can be satisfied by any combination of primary and excess coverage.

B. Additional Requirements

- 1) Each of the policies in section A., above, except workers' compensation and employers' liability insurance, will contain provisions that specify that the policies are primary and will apply without consideration for other policies separately carried and will state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance, and that only one deductible will apply per occurrence regardless of the number of insureds involved in the occurrence. Licensee will be responsible for any deductibles or retentions.
- 2) Each of the policies in section A., above, except workers' compensation and employers' liability insurance, if written on a claims-made basis, will be maintained in full force and effect for two (2) years after final acceptance or completion of the Work, whichever is later.
- 3) All policies must be issued by carriers having an *A.M. Best's* rating of "A-" or better, and an *A.M. Best's* financial size category of "VIII", or better. If requested in writing by Company, Licensee will make available to Company a certified copy of any or all insurance policies or endorsements required of Licensee.
- 4) Company will receive advance written notice prior to non-renewal or cancellation.
- 5) Certificates of insurance (COI) must show "Oncor Electric Delivery Company LLC and its affiliates" as the certificate holder, and as an additional insured (including completed operations) to the extent Licensee has agreed to indemnify any Indemnified Party or Parties pursuant to the provision of indemnity therein. The additional insured requirement shall apply to all of the required coverages except workers' compensation. All of the required coverages must provide a waiver of subrogation in favor of the certificate holder.

C. Limitation of Liability

The requirements contained herein as to the types and limits of all insurance to be maintained by Licensee are not intended to and will not, in any manner, limit or qualify the liabilities and obligations assumed by Licensee under the Agreement.

D. Carrier/Agent to Provide Proof of Insurance

Prior to execution of the Agreement, and when requested by Company, Licensee will instruct its insurance carrier/agent to submit directly to Company valid certificate(s) of insurance, evidencing the coverage required herein. Valid certificates of insurance utilize ACORD 25 form dated 2010/05 or later and other Texas Department of Insurance (TDI) approved forms which properly addresses each requirement referenced in this document (as depicted in Company's Sample COI, available on request). If Licensee's insurance carrier/agent provides to Company a certificate of insurance that is not an ACORD 25 form dated 2010/05 or later, insurance carrier/agent must also submit sufficient documentation directly to Company indicating that certificate is approved by TDI. Company's review of certificates or policies will not be construed as accepting any deficiencies in Licensee's insurance or relieve Licensee of any obligations set forth herein. In addition, Licensee will require each of its subcontractors to provide adequate insurance. Any deficiencies in the insurance provided by subcontractors will be the responsibility of Licensee.

E. Description of Operations Language

The following language or language substantially in the form of such language must be included in the Description of Operations section of the COI or otherwise indicated on the form:

Certificate holder is included as an additional insured (including completed operations) as respects all of the required coverages except workers' compensation. All of the required coverages provide a waiver of subrogation in favor of the certificate holder.

F. Certificate Holder Detail

The certificate holder must be shown on the COI as follows:

**Oncor Electric Delivery Company LLC and its affiliates
Attention: Joint Use Management
115 W. 7th Street, Suite 211
Fort Worth, TX 76102**

G. Reporting of Damage and Accidents

Licensee agrees to report to the manager of the claims department (address shown below) of the Company in writing as soon as practical all instances of property damage (including, without limitation, damage to any Equipment or Pole), and all accidents or occurrences which may result in injuries to any person, including death, arising out of or relating to this Agreement.

**Oncor Electric Delivery Company LLC
Attention: Claims
1616 Woodall Rodgers Freeway
Dallas, TX 75202**

H. Maximum Limits of Insurance

If the insurance obligations required in the Agreement exceed the maximum limits permitted by law or do not otherwise conform with any applicable law, then this Agreement will be deemed amended so as to only require Licensee to provide insurance to the maximum extent allowed by law.

I. Notice for Legislatively Created Entities

Notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2864

Agenda Date: 9/10/2018

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Amending the Bylaws of the Keep Mansfield Beautiful Commission

Requested Action

Approval of the amended bylaws.

Description/History

The KMB Bylaws were amended to increase the size of the permanent Board members by one member, convert the current Alternate member to a permanent Board member (resulting in a Board of 11 permanent members), and to address other associated issues resulting from the change.

Justification

Staff was directed by Management to make the changes.

Funding Source

No funding source is needed.

Prepared By

Howard Redfearn

howard.redfearn@mansfieldtexas.gov

817-276-4240

RESOLUTION NO. _____

A RESOLUTION AMENDING THE BYLAWS FOR THE KEEP MANSFIELD BEAUTIFUL COMMISSION.

WHEREAS, Keep Mansfield Beautiful is a commission of the City of Mansfield and;

WHEREAS, the City staff have reviewed the amendments and;

WHEREAS, it is in the interest of the public that Keep Mansfield Beautiful be able to maintain its mission of creating a cleaner and more beautiful City

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

Section 1.

The Keep Mansfield Beautiful Bylaw amendments are effective and shall remain as the operating guidelines for Keep Mansfield Beautiful until such time as it is necessary that they be altered.

RESOLVED AND PASSED this 10th day of September, 2018.

David L. Cook, Mayor

ATTEST:

Tracy Knorr, City Secretary



KEEP MANSFIELD BEAUTIFUL COMMISSION BY-LAWS

ARTICLE I.

Section 1. Name. The name of the organization is “Keep Mansfield Beautiful”: hereinafter referred to as the “Commission.” For the purposes of communication to the general public, Keep Mansfield Beautiful is understood to be a Commission of the City.

Section 2. Creation. The Commission was duly organized as a result of Resolution No. 230 adopted by the City Council on March 10, 1986, which resolution adopted the “Keep America Beautiful System.”

Section 3. Duties. The duties of said Commission shall be to promote public interest in the general improvement of the physical environment of the City of Mansfield and to initiate, plan, direct, and coordinate programs for litter control and beautification in conjunction and in cooperation with citizens, government, businesses, and industries within the city limits of Mansfield.

ARTICLE II.

Section 1. Structure. The Commission shall consist of eleven members. Members of the Commission shall serve without compensation. A Coordinator of the Commission, appointed by the City Manager or his/her authorized representative, shall be the non-voting liaison for the Commission.

Section 2. How Appointed. Commission members shall be appointed by the City Council. The Commission shall meet annually in October to select a Chairperson and Vice Chairperson.

Section 3. Committees. The Commission shall organize sub-committees as needed to achieve the objectives of the organization.

Section 4. Voting Rights. All members of the Commission except the City representative shall have one vote equal in weight. All voting shall be by voice vote however, the Chairperson of the Commission may, at his/her discretion, call for a call vote or secret ballot.

ARTICLE III.

Section 1. Regular Meetings. Meetings shall be held at least once a quarter on the date and time designated by the Commission members at the previous meeting. Notice of a meeting must be posted in a place readily accessible to the general public at all times at least 72 hours preceding the scheduled time of the meeting.

Section 2. Special Meetings. Special meetings of the Commission will be held when called by the Chairperson of the Commission or by any three (3) Commission members.

Procedures for notice of meeting shall be handled in the same manner prescribed in Article III, Section 1.

Section 3. Open Meetings. All meetings shall be open to the public; however, the Commission may elect to meet in Executive Session by a majority vote of those present.

Section 4. Quorum. Six Commission members shall constitute a quorum for the transaction of business.

Section 5. Transaction of Business. Every act or decision made by a majority of the Commission members present at a duly held meeting at which a quorum is present shall be regarded as the act of the entire Commission.

Section 6. Time Duration. Meetings shall commence promptly at the time designated by the Commission members. A meeting shall not last longer than two hours from the time it commences, unless a majority of the Commission members present at a duly held meeting vote to allow such meeting to continue for longer than the two hour time duration.

Section 7. Rules of Procedure. All meetings shall be conducted according to Roberts Rules of Order, Current Edition. It shall be the responsibility of each Commission member and the Parliamentarian, if appointed, to observe that these rules are followed and the meeting is conducted in accordance therewith.

ARTICLE IV.

Section 1. Tenure. Members of the Commission shall be appointed by the City Council for two-year terms. Continuity on the board is to be maintained by ensuring that some members' terms overlap those of other members. To implement this structure, four members' terms shall expire in an odd year and the five members' terms shall expire in an even year. In addition one alternate shall also be appointed by the City Council. The alternate's term shall expire in odd years.

Section 2. Resignation and Removal. Any member may be removed from office after having missed three consecutive meetings by a majority vote of the City Council. Additionally, any member may be removed from office if participation in beautification activities within the City is determined to be inadequate as indicated in the Section 4. Duties for Board members.

Any member may resign at any given time by giving written notice to the City Council. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Vacancies. A vacancy on the Commission shall be filled in the manner prescribed in Article II, Section 2. The member appointed to such vacancy shall serve for the remainder of the term of the member replaced.

Section 4. Duties. The duties are as follows:

Chairperson. The Chairperson shall serve as the Chief Executive Officer of the Commission; shall act as public spokesperson for the Commission at public functions; shall serve as ex-officio member of all committees; shall appoint the Chairperson of all sub-committees upon the advice and consent of the Commission; shall appoint additional committees upon the direction of the Commission; may appoint a Parliamentarian; and shall perform all other duties as the Commission elects.

Vice Chairperson. The Vice Chairperson shall act in the place and instead of the Chairperson in the event of his/her absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Commission.

Treasurer. The Treasurer shall be selected by the Commission members and shall keep accurate record of funds, debits, expenses, and donations of the Commission. The Treasurer shall have check signing privileges.

Secretary. The Secretary shall be selected by the Commission members and shall keep accurate record of meeting minutes and develop meeting agendas for the Commission. The Secretary shall work with the Coordinator to have minutes and agendas input to the City's electronic records system.

Board Member. All board members shall attend a minimum of three sponsored events per year, or provide volunteer hours to the sponsored events in an equivalent to attendance of the sponsored event.

Coordinator. The Coordinator shall be the non-voting liaison for the Commission and selected by the City Manager or his/her authorized representative. He/she shall input all minutes and records into the City's electronic records system, place meeting notices and perform such other duties as the Commission may deem necessary and consistent with both the responsibilities of the Commission and his/her responsibilities to the City of Mansfield through the City Manager or his/her authorized representative. The Coordinator shall work under the supervision and control of the City Manager or his/her authorized representative for the purpose of implementing the provisions as stated in the resolution.

ARTICLE V.

Section 1. Management of Funds. The Commission will have the power to receive and disburse funds within the limitations of appropriations, gifts and grants, and in connection with projects of undertakings consistent with Article I, Section 3. Within the same limitation, the Commission shall be empowered to contract with any private or public agency to the extent required for its proper operation. The Commission shall present its proposed budget in accordance with the schedule determined by the City's Finance Department to become effective by October 1 in its current year, indicating its anticipated revenues and expenditures and the source of its anticipated revenues. The Commission shall keep such records as will enable it to make such reports and accounts and the same will be subject to verification and examination by the City Treasurer and/or auditors of the City.

ARTICLE VI.

Section 1. Amendments. These by-laws may be amended by a majority vote of the Commission members present at any regular meeting provided: 1) a quorum is present; 2) notice of the meeting was posted as prescribed in Article III, Section 1. Amendments to the by-laws shall become effective upon approval of the City Council.

ARTICLE VII.

Section 1. Conflicts. In the case of any conflict between any ordinance and/or resolution and these by-laws, the ordinance and/or resolution shall prevail.

Section 2. Majority. As used in the by-laws, the term “majority” shall mean those votes totaling more than 50% of the total vote of members present or the group designated. Unless otherwise stated, all decisions will be by a majority vote.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2877

Agenda Date: 9/10/2018

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Amending the Bylaws of the Mansfield Commission for the Arts

Requested Action

The approval of amended bylaws for the Mansfield Commission for the Arts.

Recommendation

The approval of the amended bylaws for the Mansfield Commission for the Arts.

Description/History

The Mansfield Commission Bylaws were amended to increase the size of the permanent Board members by two members with alternating years.

Justification

Staff was directed by Management to make the changes.

Funding Source

No funding source is needed.

Prepared By

Theresa Cohagen, Director, Mansfield Convention and Visitors Bureau
817-804-5785

RESOLUTION NO. _____

A Resolution AMENDING THE BYLAWS FOR MANSFIELD COMMISSION FOR THE ARTS.

WHEREAS, Mansfield Commission for the Arts of the City of Mansfield and;

WHEREAS, the City staff have reviewed the amendments and;

WHEREAS, it is in the interest of the public that The Mansfield Commission be able to maintain its mission of creating a culturally diverse city

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

Section 1.

The Mansfield Commission of the Arts Bylaw amendments are effective and shall remain as the operating guidelines for until such time as it is necessary that they be altered.

RESOLVED AND PASSED this 10th day of September, 2018.

David L. Cook, Mayor

ATTEST:

Tracy Knorr, City Secretary

BYLAWS OF MANSFIELD COMMISSION FOR THE ARTS

ARTICLE I Purpose and Powers

1.1 Purpose. The Corporation is incorporated for the purposes set forth in the Certificate of Formation, the same to be accomplished on behalf of the City of Mansfield, Texas (the "City"). Further the Mansfield Commission for the Arts shall support and nourish the Arts. The Mansfield Commission for the Arts shall equitably allocate funds and resource for the arts; provide needed services to artists and the community; advocate for culturally diverse arts programs; and be active in the community with regard to cultural planning and development.

1.2 Powers. The Mansfield Commission for the Arts shall have the authority to perform the following:

1.2.1 Budget. The Board of Directors shall adopt a budget each July and present it to the City Council prior to August 15 each year. The fiscal year for the Mansfield Commission for the Arts is October through September. The Board of Directors shall have final approval of the budget of the Mansfield Commission for the Arts.

1.2.2 Assets. The Board of Directors shall have the power to acquire, on behalf of, and in the name of, the Mansfield Commission for the Arts, by purchase, bequest, or otherwise, real and personal property of every kind, and to hold, use or dispose of the same in the name of the Mansfield Commission for the Arts for the purpose of achieving any of the purposes stated herein. The Board of Directors shall have the responsibility of review and oversight of all endowments.

1.2.3 Loans and Gifts. The Board of Directors shall have the authority to accept loans and gifts of artwork subject to the established guidelines.

ARTICLE II DIRECTORS

2.1. BOARD OF DIRECTORS. The property and business and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Certificate of Formation, and by these Bylaws, the Board shall exercise all of the power of the Corporation.

2.2. NUMBER OF DIRECTORS. The Board shall consist of seven ⁹~~7~~ directors, each of whom shall be appointed by the City Council (the "City Council") of the City.

2.3. TERM OF OFFICE. The Directors shall serve at the pleasure of the City Council for a term of two (2) years, until they resign, are removed, or are no longer able to perform their duties as Directors due to death or disability. For the initial board, four (4) members shall be appointed to two (2) year terms and three (3) members will be a year term with two (2) year terms after the expiration of the first term. Directors shall serve until their successors are duly appointed.

2.4. VACANCIES. Any vacancy occurring in the Board shall be filled by the City Council.

2.5. REMOVAL. Any Director may be removed, with or without cause, by the City Council.

2.6. RESIGNATION. A Director may resign by providing notice in writing to the City Council. The resignation shall be effective upon the later of the date of receipt of the notice of resignation or the effective date specified in the notice. Acceptance of the resignation shall not be required to make the resignation effective.

2.7. REGULAR MEETINGS OF DIRECTORS. A regular meeting of the Board shall be held at least annually at which the Board shall elect officers and transact any other business as shall come before the meeting. The Board may designate a time and place for additional regular meetings, by resolution, without notice other than the resolution.

2.8. SPECIAL MEETINGS OF DIRECTORS. The President of the Board may call a special meeting of the Board at a time or place determined by the President. The President shall call a special meeting at the written request of two or more Directors.

2.9. NOTICE OF MEETINGS. All special meetings of the Board shall be held upon not less than three day's written notice stating the date, time, place, and purpose of meeting given to each Director either personally or by mail. Notice of a regular or special meeting of the Board may be provided to a Director by electronic transmission to the e-mail address of the Director on file with the Corporation. A written waiver of the required notice signed by a Director entitled to the notice, before or after the meeting, is the equivalent of giving notice to the Director who signs the waiver. Attendance of a Director at any meeting shall constitute a waiver of notice of the meeting, except where the Directors attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

2.10. QUORUM OF DIRECTORS. A majority of the Directors shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present at the time of the act shall be the act of the Board, unless the act of a greater number is required by law or the Certificate of Formation or these Bylaws. The Directors at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the Directors present at that meeting.

2.11. COMPENSATION. Directors shall not receive any salary or other compensation for their services, but may, with Board approval, receive reimbursement for any expenses incurred in the performance of their duties as a Director. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

2.12. ACTION WITHOUT MEETING. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board.

2.14. DISCHARGE OF DUTIES; RELIANCE ON INFORMATION. In the discharge of any duty imposed or power conferred upon a Director may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by the Corporation's legal counsel, certified public accountant, or other expert or professional who is retained by the Corporation for a matter within the scope of the services of the expert or professional.

2.15. RULES OF PROCEDURES. The Board may adopt rules of procedure for the conduct of its meetings. The failure of the Board to comply with a procedural rule shall not be a basis to invalidate any action taken by the Board.

ARTICLE III OFFICERS

3.1. POSITIONS AND ELECTION. The officers of the corporation shall be a President, Vice President, Secretary, Treasurer and any other officers, including assistant officers and agents, as may be deemed necessary by the Board. Any two or more offices may be held by the same person, except for the offices of President and Secretary, and President and Vice President. Officers shall be elected annually at a regular meeting of the Board. Each officer shall serve until a successor is elected and qualified or until the death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board.

3.2 REMOVAL. Any officer elected by the Board may be removed with or without cause at any regular or special meeting of the Board by an affirmative vote of a majority of the Board whenever in the judgment of the Board, the removal of the officer is in the best interests of the Corporation.

3.3. PRESIDENT. The President shall be the chief executive officer of the Corporation, and, subject to the direction of the Board, shall have general supervision over the business and affairs of the Corporation. The President shall preside at all meetings of the Directors; shall see that all orders and resolutions of the Board are carried out, and shall perform any other duties as the Board may assign within the scope of purpose of the Corporation.

3.4. VICE PRESIDENTS. Each Vice President, in order of their rank as designated by the Board shall perform the duties and exercise the powers of the President in the absence or disability of the President, and shall perform other duties as the Board or President shall assign.

3.5. SECRETARY. The Secretary shall attend all meetings of the Board, shall record all votes and the minutes of all meetings of the Board. The Secretary shall give or cause to be given notice of all meetings of the Board and shall perform other duties as may be prescribed by the Board or the President. The Secretary shall be the custodian of the records and of the seal of the Corporation, and shall affix the seal to all documents and attest to it, when duly authorized by the Board. The Secretary shall be responsible to respond to requests for information in accordance with the records policy of the Corporation and applicable law. In the absence of the Secretary, the duties of the Secretary shall be assumed by the person designated by the Board.

3.6. TREASURER. The Treasurer shall have the custody of the corporate funds and securities and

shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the Board. The Treasurer may be the Director of Finance of the City of Mansfield, who does not have to be a member of the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for the disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and Directors an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or Directors at any time. In the absence of the Treasurer, the duties of the Treasurer shall be assumed by the person designated by the Board.

ARTICLE IV MISCELLANEOUS

4.1. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Board of Directors ("Board"), upon making the appropriate filing with the Secretary of State.

4.2. PRINCIPAL OFFICE. The principal office of the Corporation shall be at the Mansfield City Hall, 1200 E. Broad St., Mansfield, TX 76063, provided that the Board shall have the power to change the location of the principal office.

4.3. OTHER OFFICES. The Corporation may also have other offices at any places, within or without the State of Texas, as the Board may designate, or as the business of the Corporation may require or as may be desirable.

4.5. SEAL. The Corporation may adopt a corporate seal in a form approved by the Board. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

4.6. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by Resolution of the Board.

4.7. BOOKS AND RECORDS. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

4.8. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

4.9. DIVIDENDS. No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its Directors or officers or any individual, firm, corporation or association.

4.10. AMENDMENT OF BYLAW. These Bylaws may at any time be amended by the City Council. The Board shall not amend these Bylaws. These Bylaws shall be amended to conform to any changes in or requirements of applicable law.

ADOPTED AND APPROVED this the ____ day of _____, ²⁰¹⁸~~2016~~.

President, Board of Directors

Secretary, Board of Directors



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2846

Agenda Date: 9/10/2018

Version: 1

Status: Consent

In Control: City Council

File Type: Special Event

Title

Request for Special Event Permit: Mansfield Fire Rescue Safety Palooza

Requested Action

Approval of the Special Event Permit for the Mansfield Fire Rescue Safety Palooza.

Recommendation

City staff has reviewed the application and recommends the same.

Description/History

This is an annual event.

Justification

n/a

Funding Source

n/a

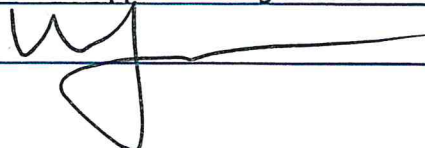
Prepared By

Lynn Brown, Code Compliance Coordinator
817-728-3620

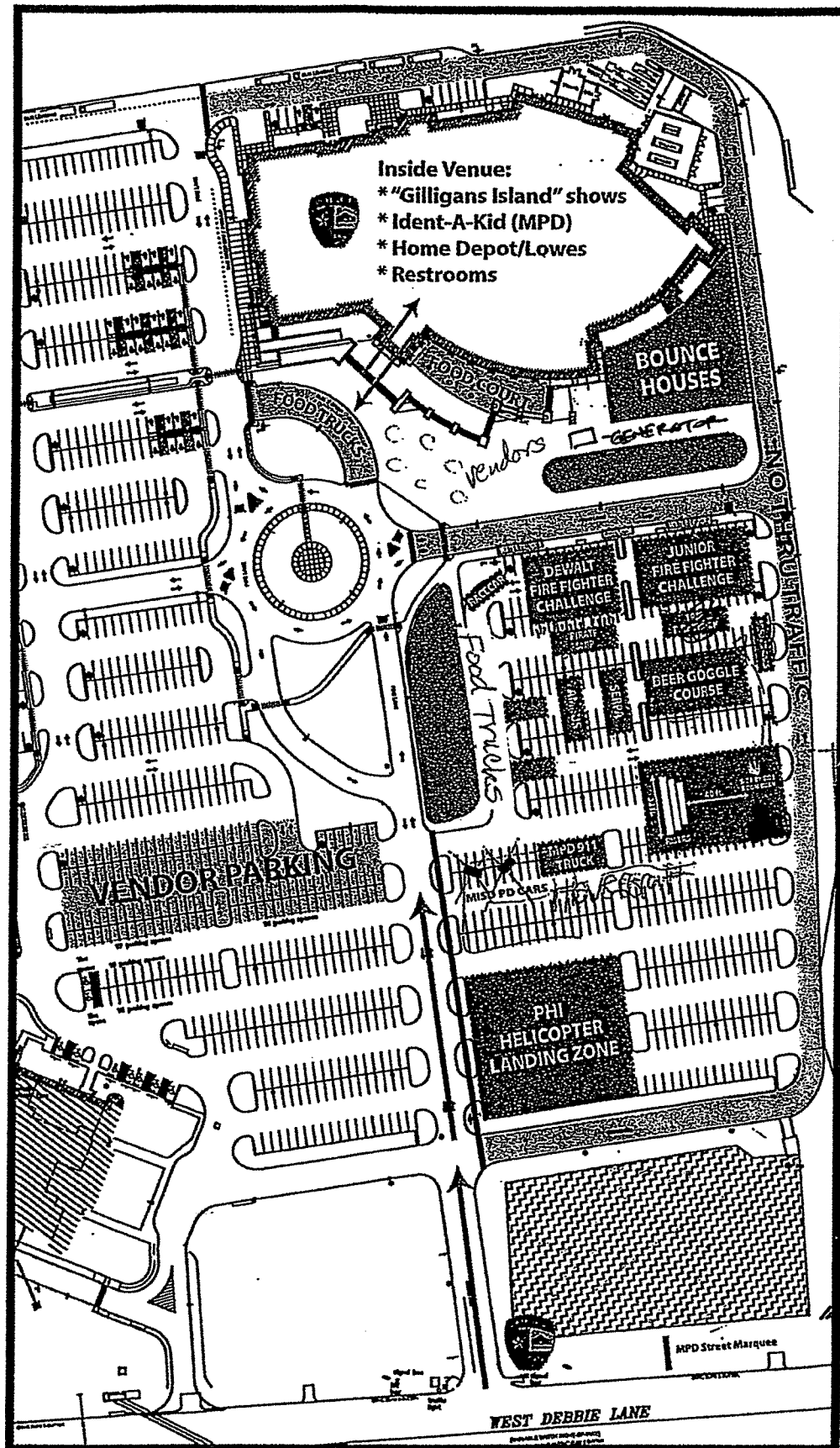
Applicant:

Wesley Jones 817-276-4790

Special Event Application

Organization/Group: MANSFIELD FIRE RESCUE		Date: 8/21/18
Applicant: WESLEY JONES		
Applicant's Address: 1305 E. BROAD ST.		Phone No. 817-216-4790
*Will be called or emailed for more information needed and/or when the permit is ready for pick-up		Email: WES. JONES@MANSFIELD-TX.GOV
Address of Event: 1110 W. DEBBIE LN.		
Description & Activities: MANSFIELD FIRE RESCUE PALOOZA		
Date of Event: SEPT. 6TH 2018		Hours of Event: 10 - 2 PM
Public Invited or Private Party? Public		Estimated Number of Attendees 2-4000
Is the event in a Mansfield Park? NO		*If yes, Insurance is required
Do you plan to Temporarily Close a Public Street? NO		*If yes, Insurance is required
Is the event on Private Property other than your own? YES		*If yes, signed permission is required
Will there be any new or temporary electric lines installed? NO		
*If yes, a registered Electrician must obtain a permit. Indicate the line locations on the site plan.		
Will you be using generators? YES		*If yes, show location on the site plan
Do you plan to have any Tents? NO		*If yes, a separate permit is required.
Do you plan to have any pop-up canopies? YES		
Do you plan to have any Promotional Signs? (banners, streamers, balloons) NO		*If yes, a separate permit is required
City of Mansfield Assistance Requested: NO		
Barricades/ Street Closure? NO		*If yes, show on site plan where you want to have barricades. A resident roster must be submitted for a block party.
Police/Traffic Control/Security? NO		*If yes, attach an explanation and the name of the person you are working with
<p style="text-align: center;">Please Read and Include the Following Information With This Application</p> <ul style="list-style-type: none"> For all outdoor activities, a site plan must be attached. One can be provided if requested. You need to show where all items will be located on the site plan. If Insurance is required, the City of Mansfield must be listed as "Additional Insured". All documents must be turned in at the same time. Please allow enough time for review and approval before the date of your event. 		
Applicant's Printed Name:		Applicant's Signature:
WESLEY JONES		

Mansfield Fire Safety Palooza



Parking/Exterior Site Plan



Certificate of Coverage

COPY

TMLIRP Contract Number: 3967	Member: Mansfield Ms. Alma Roden Legal 1200 E Broad St Mansfield, Texas 76063-1702	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
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Certificate Holder: Mansfield Independent School District 605 E. Broad St. Mansfield, TX 76063
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This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2017 Anniversary Date: 10/1/2018 Limits of Liability (Each Occurrence): \$2,000,000 Sudden Events Involving Pollution (Each Occurrence): \$2,000,000 Annual Aggregate: \$4,000,000 Deductible per Occurrence: \$10,000	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																								
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____																								
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____																								
Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Deductible per Occurrence: _____	<table border="1"><thead><tr><th></th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>Mortgagee</td><td></td><td></td></tr><tr><td>Loss Payee</td><td></td><td></td></tr><tr><td>Loan Number:</td><td></td><td></td></tr></tbody></table>		Yes	No	Mortgagee			Loss Payee			Loan Number:														
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Loss Payee																									
Loan Number:																									
Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____	<table border="1"><thead><tr><th>Year/Make/Model</th><th>VIN</th><th>Value</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	Year/Make/Model	VIN	Value																					
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	Yes	No																							
Loss Payee:																									
	Loan Number:																								

DESCRIPTION: Evidence of coverage for use of Mansfield ISD property by the City of Mansfield for special events.
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Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.	Authorized Representative: Jonathan Summey	Date Issued: 8/3/2017
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INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ **GENERAL LIABILITY**
- ☐ **AUTOMOBILE LIABILITY**
- ☐ **LAW ENFORCEMENT LIABILITY**
- ☐ **AIRPORT (GENERAL LIABILITY
HAZARDS) PREMISES LIABILITY**

Entity Name : Mansfield
Entity ID : 3967
Effective Date : 10/1/17

It is agreed that coverage is provided for the liability assumed by the **Fund Member** to indemnify the person or organization named below under a contract between such person or organization and the **Fund Member**, but such coverage shall not exceed the limits of coverage set forth in the **Declarations**.

Person or Organization : Mansfield Independent School District
Address : 605 East Broad Street
City, State & Zip Code : Mansfield, TX 76063

Description

Evidence of Coverage for use of Mansfield ISD property by the City of Mansfield for special events.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

PERMISSION TO USE PRIVATE PROPERTY FOR SPECIAL EVENT

(Required if this is not your property or business location)

I, the undersigned, being the property owner or property management representative of the owner for the property described herein below, do grant

MANSFIELD FIRE RESCUE

(Person, group or business name)

permission to have their special event on said property.

Property address: 1110 W. DEBBIE LN.

Please check all that apply:

- ☒ Entire Special Event, including all activities listed, are approved be held at this location.
- ☐ Approved for overflow parking and/or shuttle area to be held at this location.
- ☐ Approved to place promotional signage at this location, if the required permit is obtained. (I am aware this will use up one of the three (3) times a calendar year maximum for this location)
- ☐ Approved to place a Tent(s) and/or canopy for the event. (Note: a Tent requires a permit)
- ☒ Approved to place Bounce Houses, Petting Zoo, Children's Games and/or Kid's activities
- ☐ Misc. Approved: _____


Signature

Christopher Bryant / coordinator
Printed Name/ Job Title

1110 Wat Debbie Lane, Mansfield 76063
Mailing Address

817-299-1250
Contact Phone Number



SPECIAL EVENT REVIEW APPROVALS & COMMENTS

EVENT:	Mansfield Fire Rescue Safety Palooza
DATE OF EVENTS:	October 6th from 10am-2pm
*ANDY BINZ (RECREATION)	Approved
Comments:	none
*LISA SUDBURY (PLANNING)	Approved
Promotional Signs?	no
Comments:	none
*DAVID BOSKI (STREETS)	Approved
Comments:	none
Street Closures?	no
*PAUL COKER (DEVELOPMENT SERVICES)	Approved
HOWARD REDFEARN (ENVIRONMENTAL)	Approved
Comments:	No surface discharges from the food trucks, including hot bath water, will be permitted.
*LEVI CLEMENTS (FIRE)	Approved
Comments:	none
KYLE LANIER (PD)	Approved
Comments:	none
City Council Approval Required?	Yes
Agenda Date:	9/10/2018



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2853

Agenda Date: 9/10/2018

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 20, 2018 Special City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of minutes by the Council.

Description/History

The minutes of the August 20, 2018 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, Assistant City Secretary, City Secretary's Office
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes

City Council

Monday, August 20, 2018

5:00 PM

Council Conference Room

SPECIAL MEETING

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

Mayor Cook called the meeting to order at 5:10 p.m.

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:10 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:10 p.m. Mayor Cook recessed the executive session at 9:58 p.m.

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

Board Interviews

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

IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO SPECIAL BUSINESS SESSION

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken by the City Council.

ADJOURN

The meeting adjourned at 9:58 p.m.

ATTEST: David L. Cook, Mayor

Tracy Norr, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2854

Agenda Date: 9/10/2018

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 27, 2018 Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of minutes by the Council.

Description/History

The minutes of the August 27, 2018 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, Assistant City Secretary, City Secretary's Office
817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, August 27, 2018

5:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Cook called the meeting to order at 5:06 p.m.

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

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:08 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:12 p.m. Mayor Cook recessed the executive session at 7:17 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 Disposition of City Owned Property

Seek Advice of City Attorney Regarding Development at Hwy 287 and Broad Street

Seek Advice of City Attorney Regarding Assignment of Development Agreement for The View at the Reserve

Seek Advise of City Attorney Regarding Matters Related to Human Resource Management

Seek Advice of City Attorney Regarding Contract Issues with Service Provider

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

Personnel Matters Pursuant to Section 551.074

Board Interviews

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

Discussion Regarding Project #18-06 - New Office/Warehouse

Discussion Regarding Project #18-14 - Existing Industrial Expansion

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

Mayor Cook reconvened into regular business session at 7:23 p.m.

INVOCATION

Mansfield Methodist Pastor Caesar Rentie gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Newsom led the Pledge of Allegiance.

TEXAS PLEDGE

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

Council Member Short led the Texas Pledge.

CITIZEN COMMENTS

Mark Russell - 1505 Fair Haven Drive - Mr. Russell spoke on behalf of the Mansfield High School Hockey Team. He thanked everyone who made the Star Center possible.

COUNCIL ANNOUNCEMENTS

Council Member Leyman commended the Mansfield Police Department for a job well done solving a homicide case from over 30 years ago.

Council Member Short had no announcements.

Council Member Lewis had no announcements.

Council Member Moore acknowledged that the flags were at half staff due to the passing of Senator John McCain. He thanked Mr. Russell for his comments during citizen comments. He thanked the Mansfield Historical Society for a fundraiser held at Dirty Job Brewery to raise funds for the Man House.

Mayor Pro Tem Newsom had no announcements.

Council Member Broseh had no announcements.

Mayor Cook announced the birth of his first grandchild.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

City Manager Clayton Chandler congratulated Mayor Cook and his family for the new addition to the family.

Business Services Department Report

[18-2842](#)

Presentation of the Monthly Financial Report for the Period Ending July 31, 2018

There were no questions regarding the monthly financial.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken by the Council.

CONSENT AGENDA

[18-2834](#)

Minutes - Approval of the August 6, 2018 Special City Council Meeting Minutes

A motion was made by Council Member Broseh to approve the minutes of the August 6, 2018 Special City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[18-2835](#)

Minutes - Approval of the August 8, 2018 Special City Council Meeting Minutes

A motion was made by Council Member Broseh to approve the minutes of the August 8, 2018 Special City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[18-2836](#)

Minutes - Approval of the August 13, 2018 Regular City Council Meeting Minutes

A motion was made by Council Member Broseh to approve the minutes of the August 13, 2018 Regular City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[18-2833](#)

Request for Special Event Permit: Bike Out Hunger

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

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

Nay: 0

Abstain: 0

[18-2844](#)

Request for Special Event Permit: Star Center Grand Opening

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

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

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[18-2788](#)

Ordinance - Third and Final Reading of an Ordinance Amending the Code of Ordinances for Designated Truck/Commercial Delivery Routes by Removing a Section of Main Street from the Truck Route, Adding W. Debbie Lane and FM 157 as Truck Routes and Adding Mouser Way, a Portion of S. Main Street, Industrial Boulevard and S. 2nd Avenue as Commercial Delivery Routes

Council Member Leyman removed this item from the consent agenda. City Secretary Tracy Norr read the caption into the record. Director of Public Works Bart VanAmburgh made brief comments and answered Council questions. City Attorney Allen Taylor made brief comments.

A motion was made by Council Member Leyman to approve the following

ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD BY AMENDING CHAPTER 71, SECTION 71-23, CITY OF MANSFIELD, TEXAS; DESIGNATED CERTAIN STREETS AS TRUCK ROUTES OR COMMERCIAL DELIVERY ROUTES, PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) 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; Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman and Casey Lewis

Nay: 0

Abstain: 0

Enactment No: OR-2092-18

[18-2845](#)

Resolution - A Resolution Approving and Authorizing the City Manager to Execute the Assignment of a Development Agreement Between the City, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, and Sowell Reserve Associates, L.P. to Wilbow-Reserve, LLC; and Providing an Effective Date

Council Member Moore removed this item from the consent agenda and made brief comments. Council Member Broseh and Lewis made brief comments.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE ASSIGNMENT OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE BOARD OF DIRECTORS OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE AND SOWELL RESERVE ASSOCIATES, L.P. TO WILBOW-RESERVE, LLC; AND PROVIDING AN EFFECTIVE DATE

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3494-18

[18-2841](#)

Resolution - A Resolution Authorizing the Purchase of Property Located at 210 E. Kimball Street in the Amount of \$10,000

Council Member Lewis removed this item from the consent agenda. He made brief comments regarding the land transaction.

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

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 210 E. KIMBALL STREET IN THE AMOUNT OF \$10,000

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3495-18

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

18-2838

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Single-Family Attached Townhomes on Approximately 0.885 Acres out of Lot 4, Block 1, Cooper Square and Approximately 7.155 Acres out of the T.O. Harris Survey, Abstract No. 645, Totaling Approximately 8.05 Acres Located at 1400-1420 Turner Warnell Road; Felix Wong on Behalf of Hector Escamilla Jr. of Escamilla Capital Corp., General Partner of Mansfield Commercial Partners, and John R. Hardee of First Momentum Enterprises, LLC (Owners) and Mark J. Fueling of Turnkey Construction and Development Group (Developer) (ZC#18-011)

A motion was made by Council Member Lewis to table this agenda item until the September 24, 2018 Regular City Council meeting. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND READING

18-2823

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Auto Parts or Accessory

Sales (Indoor) Uses on Approximately 0.982 Acres Located at 1597 FM157; David Tipton of CEI Engineering Associates Inc. on Behalf of Carolyn Thaemert of AutoZone, Inc. (ZC#18-017)

Interim Director of Planning Lisa Sudbury made a brief presentation and answered Council questions. CEI Engineering representative Brandon Waldrum made brief comments.

A motion was made by Council Member Moore 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 AUTO PARTS OR ACCESSORY SALES (INDOOR) 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 Leyman. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

NEW BUSINESS

18-2807

Resolution - A Resolution of the City of Mansfield, Texas, Approving the Terms and Conditions of an Agreement With Texas Brew Works , LLC. Pursuant to a Program to Promote Economic Development and Stimulate Business and Commercial Activity In The City; Authorizing the City Manager to Execute Said Agreement For Such Purposes; and Providing an Effective Date

Interim Director of Economic Development Richard Nevins made a brief presentation and answered Council questions. Dirty Job Brewery owner Derek Hubenak made brief comments.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH TEXAS BREW WORKS, LLC, PURSUANT TO A PROGRAM TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT FOR SUCH PURPOSES; AND PROVIDING AN EFFECTIVE DATE

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

Seconded by Mayor Pro Tem Newsom. The motion CARRIED by the following vote:

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

Nay: 1 - Casey Lewis

Abstain: 0

Enactment No: RE-3496-18

[18-2826](#)

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$609,000 and Approval of Contracts for Design and Surveying Services with Evolving Texas, LP and Brittain and Crawford, LLC to Prepare Construction Documents for Infrastructure to Serve the MEDC Owned 170 Acre Parcel on Easy Drive

Richard Nevins made a brief presentation and answered Council questions.

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

A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$609,000 AND APPROVAL OF CONTRACTS FOR DESIGN AND SURVEYING SERVICES WITH EVOLVING TEXAS, LP AND BRITTAIN AND CRAWFORD, LLC TO PREPARE CONSTRUCTION DOCUMENTS FOR INFRASTRUCTURE TO SERVE THE MEDC OWNED 170 ACRE PARCEL ON EASY DRIVE

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3497-18

[18-2839](#)

Public Hearing - Public Hearing and Consideration of a Specific Use Permit for Eating Place with Drive-Through Service, and to Provide a Variance to the Alcoholic Beverage Sale Regulations Enacted Under Section 109.33 of the Texas Alcoholic Beverage Code, on Approximately 1.28 Acres Out of the Jacob Back Survey, Abstract No. 126, Generally Located on the North Side of E. Broad Street, the East Side of Cannon Drive, and the West Side of SH 360; Scott Brown of Hat Creek Burger Co. on Behalf of Charles W. Anderson of CWA Vistas, LP (ZC#18-018)

Lisa Sudbury made a brief presentation and answered Council questions. Allen Taylor answered Council questions. Hat Creek Burger Co. representative Scott Brown made a brief presentation and answered Council questions. Mayor Cook opened 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.

A motion was made by Council Member Lewis to approve this agenda item.

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

Aye: 5 - David Cook; Larry Brose; Brent Newsom; Julie Short and Casey Lewis

Nay: 2 - Terry Moore and Mike Leyman

Abstain: 0

PUBLIC HEARING

18-2813

Public Hearing - Second Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2019 at a Rate of \$0.7100 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2018, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

Mr. Chandler made a power point presentation. Deputy City Manager Peter Phillis made brief comments and answered Council questions.

Mayor Cook recessed the meeting at 9:34 p.m. for a break. Mayor Cook reconvened into regular business session at 9:46 p.m.

Mayor Cook opened the public hearing at 9:46 p.m. The following people spoke:

Austin J. Crehan, Jr. - 2001 Cains Lane - Opposed

Tamera J. Bounds - 1009 Meriwether Street - Opposed

Mayor Cook acknowledged the following non-speakers in opposition:

Phillip Worobey - 13 Willowstone Court

Joshua Cook - 213 Forestridge Drive

Amber Roten - 1 Woodbridge Court

Lance Irwin - 1208 Killian Drive

Erin Arrivillaga - 3065 Willowstone Trail

Louis Arrivillaga - 3065 Willowstone Trail

Deena and Gary Walker - 1117 Saint Andrews Drive

Angela Martin - 1 Willowstone Court

Jerry Creamer - 4 Raintree Court

With no one else wishing to speak, Mayor Cook closed the public hearing at 10:03 p.m.

Mayor Cook advised there would be three readings on the budget and the tax rate to be held on September 10, 2018 at 7:00 p.m., September 11, and 12, 2018 at 8:00 a.m.

18-2814

Public Hearing - Second Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

This item was discussed during the previous agenda item. Mayor Cook opened the public hearing at 10:04 p.m. Mayor Cook recognized the following non-speakers opposed to this item:

*Phillip Worobey - 13 Willowstone Court
Lance Irwin - 1208 Killian Drive
Erin Arrivillaga - 3065 Willowstone Trail
Shauna Friend - 13 Willowstone Court
Louis Arrivillaga - 3065 Willowstone Trail
Deena and Gary Walker - 1117 Saint Andrews Drive
Angela Martin - 1 Willowstone Court
Jerry Creamer - 4 Raintree Court*

With no one wishing to speak, Mayor Cook closed the public hearing at 10:04 p.m.

Mayor Cook advised there would be three readings on the budget and the tax rate to be held on September 10, 2018 at 7:00 p.m., September 11, and 12, 2018 at 8:00 a.m.

18-2815

Public Hearing - Second Public Hearing on the Use of Hotel/Motel Tax for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019

Mayor Cook opened the public hearing at 10:06 p.m. The following people spoke:

*Kat Orsak - 605 Arbor Glen Court - The LOT Downtown
Phillip O'Neal - 3700 E. Broad Street - Mansfield Independent School District*

Mayor Cook recognized the following non-speaker:

Justin Gilmore - 2016 Royal Crest Drive - The LOT Downtown

With no others wishing to speak, Mayor Cook closed the public hearing at 10:17 p.m.

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 10:18 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 10:22 p.m. Mayor Cook adjourned the executive session at 11:43 p.m.

ADJOURN

ATTEST: David L. Cook, Mayor

Tracy Norr, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2837

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading of an Ordinance of the City Council of the City of Mansfield, Texas Approving the Annual Plan of Service and Budget of the South Pointe Public Improvement District

Requested Action

Approve the Annual Plan of Service and Budget of the South Pointe Public Improvement District.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Annual Plan of Service and Budget along with the updated five-year plan of Service and Budget for the South Pointe Public Improvement District.

Description/History

In January 2016, the city Council of the City of Mansfield, Texas received a petition requesting creation of a public improvement district under Chapter 372 of the Texas Local Government Code from the owners of real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment in the proposed district. The resolution authorizing and creating the South Pointe Public Improvement District was approved on February 22, 2016.

The South Pointe Public Improvement District is approximately 873 acres. The public improvement district is to provide services to enhance the lifestyle, personal pride, enjoyment and property values within the district. An annual assessment of \$1,000 for a single family home within the district and \$120 for each multifamily unit within the district shall be levied.

There is no change from the original assessment. These assessments will be collected through the same systems used to collect ad valorem property tax.

Justification

The annual plan of Service and Budget for the South Pointe Public Improvement District addresses the on-going maintenance needs within the boundaries of the public improvement district. The budget for fiscal year 2019 is \$336,996. The Developer and the Management Company are working in concert to maintain the district. Their efforts are focused on creating an exceptional community within the City of Mansfield through the maintenance and development of this public improvement district.

Funding Source

The cost of the annual plan of Service and Budget is funded from assessment fees, eighty-three property owners will be assessed a \$1,000 PID assessment fee for fiscal year 2019 fees, and any remaining costs are funded by the developer of South Pointe.

Prepared By

Peter Phillis, CPA, Deputy City Manager; 817-276-4261

Troy Lestina, Assistant Director of Business Services; 817-276-4257

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS APPROVING THE FISCAL YEAR 2018/2019 SERVICES AND ASSESSMENT PLAN FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT (“PID”); 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, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

WHEREAS, owners of real property located at the juncture of US 287 and SH 360, delivered to the City of Mansfield a Petition to establish the South Pointe Public Improvement District (the “PID”); and

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on January 11, 2016, conducted a public hearing on the advisability of the improvements, and adjourned such public hearing; and

WHEREAS, the City Council passed and adopted Resolution No. RE-3214-16 on February 22, 2016 establishing the South Pointe PID; and

WHEREAS, after proper notice and public hearing as required by the Act, on April 26, 2016, the City Council approved Ordinance No. OR-2003-16 accepting a service and assessment plan, assessment roll, budget and manner of assessment for the PID; and

WHEREAS, as required by Section 372.013 of the Act, staff and council reviewed the service and assessment plan for the purpose of determining the annual budget for the PID; and

WHEREAS, the Council has determined that it is not necessary to revise the service and assessment plan; and

WHEREAS, it is now necessary for the City Council to approve the FY 2018/2019 budget for the PID; and

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

SECTION 1.

The City Council of the City of Mansfield, in accordance with Chapter 372, Texas Local Government Code, hereby approves the FY 2018/2019 budget attached hereto as **Exhibit A**.

SECTION 2.

The City Council hereby finds that the statements set forth in the recitals of the Ordinance are true and correct, and the Council hereby incorporates such recitals as part of this Ordinance.

SECTION 3.

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

SECTION 4.

This Ordinance shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2018.

SECOND READING APPROVED ON THE _____ DAY OF _____, 2018.

DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS _____ DAY OF _____, 2018.

David L. Cook, Mayor

ATTEST:

Tracy Norr, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2861

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to OP Office Park District on Approximately 0.647 Acres out of the Joab Watson Survey, Abstract No. 1632, Located at 4451 E. Broad Street; Bob Blackwelder of HCC Contracting, Inc. on Behalf of Smart & Stella Ajayi of Harplet Marketing, LLC (ZC#18-019)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission held a public hearing on August 20, 2018, and voted 7-0 to recommend approval. At the public hearing, two people, including the HOA President for Bankston Meadows, spoke in opposition to the request, citing concerns primarily relating to traffic and the safety of children in the area, particularly near the neighborhood pool located in close proximity. In addition, there was one non-speaker card submitted in opposition to the request.

Description/History

The subject property consists of 0.647 acres of vacant land located at the northwest corner of E. Broad St. and Genesis Dr., addressed as 4451 E. Broad St. The property is located at the entrance to the Bankston Meadows subdivision. A single-family residence is located to the north, a neighborhood amenity center is located across Genesis Drive to the east, a church is located to the west, and Danny Jones Middle School is located across Broad Street to the south. Broad Street is a principal arterial.

Zoning Request

The applicant is requesting to re-zone the property from PR Pre-Development District to OP Office Park District. OP zoning allows office, medical, and limited neighborhood retail & service uses. In meetings with staff, the applicant has stated their intent to develop a small single-story office building that meets all of the Zoning Ordinance requirements, particularly as it relates to residential proximity, parking, landscaping, architecture, etc.

Summary

The adopted Official Land Use Plan encourages mixed use and commercial uses along Broad Street, as well as the development of limited retail and service uses on a neighborhood level. Due to the property's location on a principal arterial at a neighborhood entrance, staff believes that commercial is the highest and best use of this property. Furthermore, OP is a zoning category that allows very limited uses (in

comparison to C-1 or C-2). Due to the small size of the property, the residential proximity requirements, the landscaping requirements, the parking requirements, and the limited uses allowed by OP zoning, only development of a small scale and low intensity is feasible at this location. In meetings with staff, the applicant has stated their intent to build a small office building. A small office building typically has very limited traffic, limited hours of operation, does not generate much in the form of nuisance (i.e. lighting, noise, etc.), and is often seen as a good buffer between residential uses and high-traffic arterial roadways.

Prepared By

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

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

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of OP, Office Park District; 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 _____, 2018.

Second reading approved on the _____ day of _____, 2018.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2018.

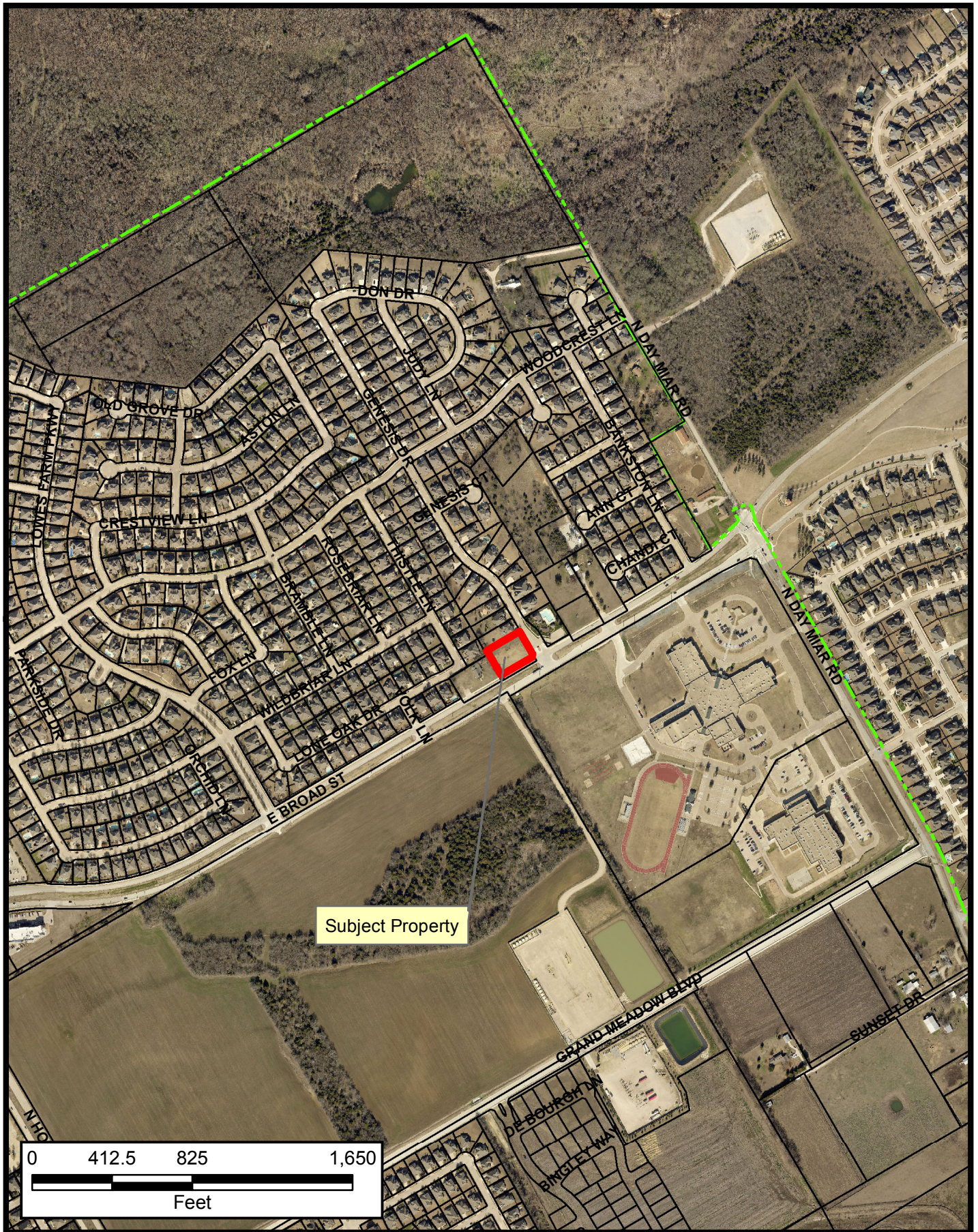
David L. Cook, Mayor

ATTEST:

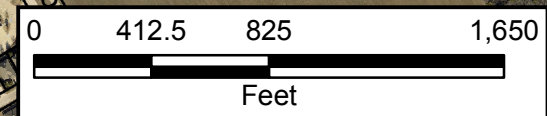
Tracy Norr, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney



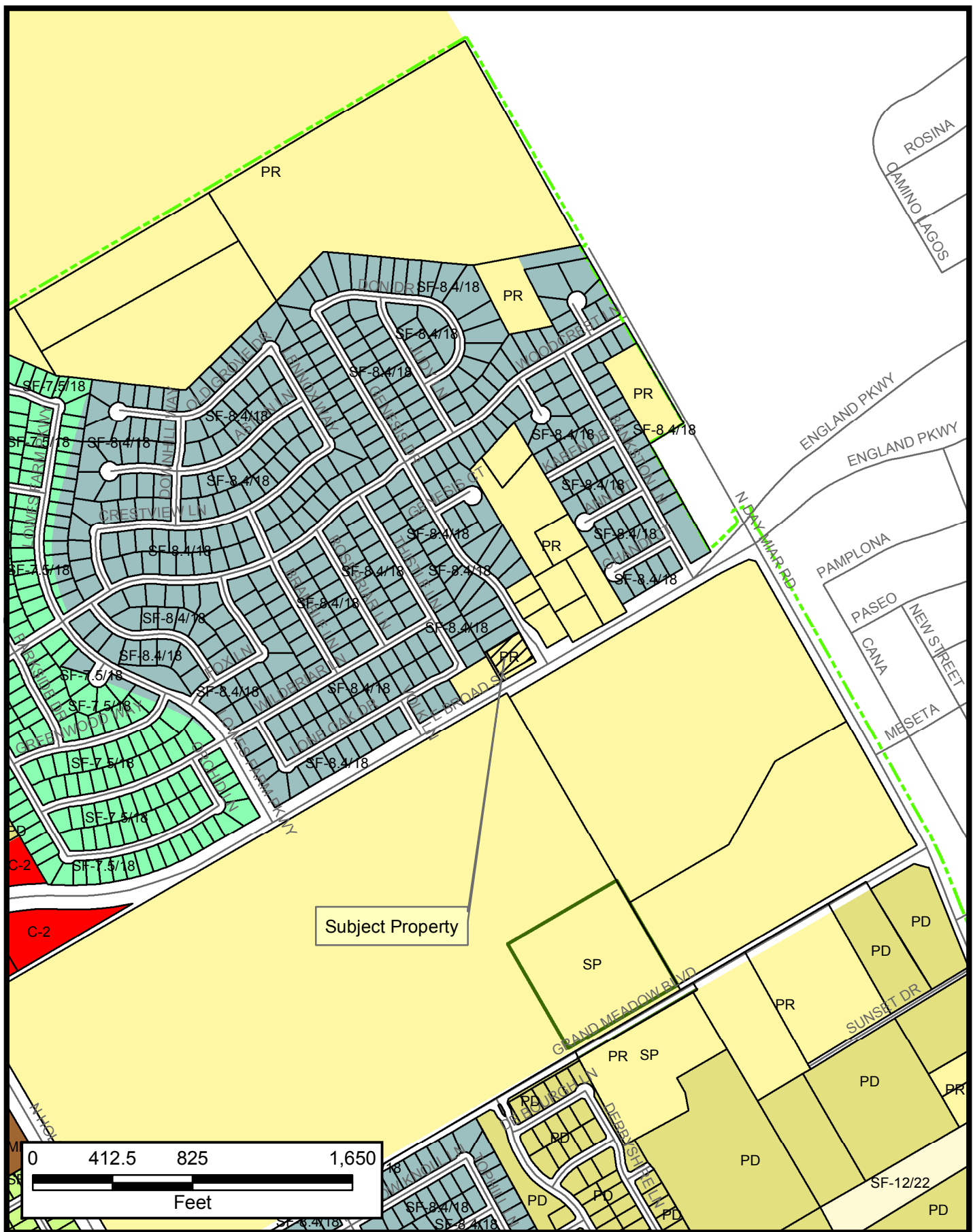
Subject Property



ZC#18-019

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.

8/7/2018



ZC#18-019

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.

8/7/2018

Property Owner Notification for ZC#18-019

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BANKSTON MEADOWS	BLK 1	REED, LARY & MICHELLE	1201 GENESIS DR	MANSFIELD, TX	76063-8651
BANKSTON MEADOWS	BLK 1	HARRIS, RICO	3203 GENESIS DR	MANSFIELD, TX	76063
BANKSTON MEADOWS	BLK 1	CURRENT OWNER	1203 GENESIS DR	MANSFIELD, TX	76063
BANKSTON MEADOWS	BLK 1	MARTINEZ, MARIA & M GUTIERREZ	1205 GENESIS DR	MANSFIELD, TX	76063-8651
BANKSTON MEADOWS	BLK 2	RIOS, JOSE MANUEL	1206 GENESIS DR	MANSFIELD, TX	76063-8650
BANKSTON MEADOWS	BLK 2	ANDERSON, MARSHALL & REBECCA	1204 GENESIS DR	MANSFIELD, TX	76063
BANKSTON MEADOWS	BLK 2	BANKSTON MEADOWS HOA	PO BOX 1304	MANSFIELD, TX	76063-1304
BRANDENBURG, H ADDITION	BLK 1	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766
BRANDENBURG, HENRY SURVEY	A 129	BARKSDALE, BARBARA BOBO	937 MEADOW OAKS DR	ARLINGTON, TX	76010-1929
LOWE'S FARM ADDITION	BLK 11	HP TEXAS I LLC	180 N STETSON AVE SUITE #3650	CHICAGO, IL	60601
LOWE'S FARM ADDITION	BLK 11	ANNAN, ALEXANDER & PEACE	1202 THISTLE LN	MANSFIELD, TX	76063-5594
LOWE'S FARM ADDITION	BLK 11	TAYLOR, LARRY	1204 THISTLE LN	MANSFIELD, TX	76063-5594
LOWE'S FARM ADDITION	BLK 9	WILLIAMS, JOSEPH & SHANTA J	4313 LONE OAK DR	MANSFIELD, TX	76063-5568
WATSON, JOAB SURVEY	A 1632	FUENTE DE MISERICORDIA	2880 GRANDVIEW DR	GRAND PRAIRIE, TX	75052-8519
WATSON, JOAB SURVEY	A 1632	LOWE, THOMAS ETAL	PO BOX 472025	FORT WORTH, TX	76147-1414
WATSON, JOAB SURVEY	A 1632	HARPLET MARKETING LLC	692 W PIONEER PKWY STE 120	GRAND PRAIRIE, TX	75051
WATSON, JOAB SURVEY	A 1632	FUENTE DE MISERICORDIA	2880 GRANDVIEW DR	GRAND PRAIRIE, TX	75052-8519

10206-Harplet-4451 E Broad

August 1, 2018

Mansfield ZC#18-019

EXHIBIT A
FIELD NOTES
Mansfield ZC-18-019

REZONE TRACT

Being all those certain lots, tracts, or parcels of land situated in the Joab Watson Survey, Abstract No.1632, City of Mansfield, Tarrant County, Texas, and being all that certain tract conveyed to Harplet Marketing, LLC, in Document D218046302, Deed Records, Tarrant County, Texas (D.R.,T.Co.,Tx.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a ½ inch iron pin found for the Northwest corner of said Harplet Tract lying in the Southeast line of Lot 1, Block 1, Bankston Meadows, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat filed in Cabinet A, Slide 10203, Plat Records, Tarrant County, Texas;

THENCE with said line, North 59 degrees 44 minutes 39 seconds East a distance of 194.47 feet to a point in the Southwesterly Right of Way (ROW) of Genesis Drive (variable width ROW);

THENCE with said Southwesterly ROW, South 30 degrees 13 minutes 00 seconds East a distance of 134.95 feet to a point for corner in the Northwesterly ROW of E. Broad Street (variable width ROW);

THENCE with said Northwesterly ROW, South 15 degrees 06 minutes 13 seconds West a distance of 14.28 feet to a point for corner;

THENCE continuing with said Northwesterly ROW, South 59 degrees 32 minutes 02 seconds East a distance of 121.86 feet to point for corner:

THENCE continuing with said Northwesterly ROW, South 59 degrees 57 minutes 46 seconds East a distance of 62.33 feet to point for corner:

THENCE North 30 degrees 16 minutes 03 seconds West a distance of 145.19 to the Point of Beginning, containing some 0.647 acres or 28,182 square feet of land.

PREPARED FROM DEED RECORDS FURNISHED

AND A SURVEY MADE ON THE GROUND JULY 25, 2018.

George R. Hill



GEORGE R. HILL R.P.L.S. 6022

NOTE: Bearings, distances, acreages and coordinates are based on NAD 83, Grid, North Central Zone, Texas State Plane Coordinate System.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2850

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Planning & Zoning Commission

Requested Action

Appoint/Reappoint Commission Members

Recommendation

Description/History

Appointees to the Planning & Zoning Commission serve two year terms. The following individuals have terms expiring September 30, 2018:

Kent Knight
Cory Smithee
Mel Neuman
Gary Mills

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2851

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Zoning Board of Adjustment

Requested Action

Appoint/Reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the Zoning Board of Adjustment serve two year terms. The following individuals have terms expiring September 30, 2018:

Ann B. Smith
Louis Stefanos (Alternate)
Sim Chatha (Alternate)

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2852

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: MEDC

Requested Action

Appoint/Reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the MEDC serve two year terms. The following individuals have terms expiring September 30, 2018:

John Phillips
Selim Fiagnome
David Godin

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2855

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Mansfield Park Facilities Development Corporation (MPFDC)

Requested Action

Apoin/Reappoint Commission Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the MPFDC serve two-year terms. The following individuals have terms expiring September 30, 2018:

Harold Bell
Sandra Hightower
Neal Shaw

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2856

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Library Advisory Board

Requested Action

Appoint/reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the Library Board serve two-year terms. The following individuals have terms expiring September 30, 2018:

Suzonne Evans
Ronnie Garcia (resigned)
Kelvin Stroy, Sr.
Shelley Daunis
Cindy Kuster
Deborah Hathaway (resigned)

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2857

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Historic Landmark Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the Historic Landmark Commission serve two-year terms. The following individuals have terms expiring September 30, 2018:

Julie Short (resignation - one year remaining on term)

Justin Gilmore

David Littlefield

Mark Walker

Cynthia Gardner (resigned)

Brent Parker (Alternate)

Lynda Pressley (Alternate)

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary

817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2858

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Keep Mansfield Beautiful

Requested Action

Appoint/Reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to Keep Mansfield Beautiful serve two-year terms. The following individuals have terms expiring September 30, 2018:

Carla Green
Sharon Roberts
Jennifer Evans
Janet Hurlbut
Karen Williams
Jacqueline Conley(Alternate)

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2859

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Mansfield Commission for the Arts

Requested Action

Apoin/Reappoint Commission Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the Mansfield Commission for the Arts serve two-year terms. The following individuals have terms expiring September 30, 2018:

Mary Elizabeth Phillips
Robert Putman
Danielle Phillips
Randall Canedy

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy B. Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2860

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Title

Board Appointments: Construction Codes Board of Adjustment & Appeals

Requested Action

Appoint/Reappoint Board Members

Recommendation

[Enter Recommendation Here]

Description/History

Appointees to the Construction Codes Board of Adjustment & Appeals serve two-year terms. The following individuals have terms expiring September 30, 2018:

Robert Morris
Tamera Bounds
Rick Rhodes
Marvin Kahlden
John Ross
John Patterson

Justification

[Enter Staff Justification Here]

Funding Source

[Enter Funding Source Statement Here]

Prepared By

Tracy Norr, City Secretary
817-276-4204



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2849

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

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 TJM Research, LLC and MCREHCO Holdings, LLC and Authorizing Its Execution by The President of The MEDC; and Providing an Effective Date

Requested Action

Consider approval of Economic Development Agreement with TJM Research, LLC and MCREHCO Holdings, LLC

Recommendation

Staff recommends approval of Economic Development Agreement with TJM Research, LLC and MCREHCO Holdings, LLC

Description/History

Thomas J. Martin, PhD, owner of TJM Research, LLC and former employee of Chemguard in Mansfield has acquired an approximate one acre parcel of land located at 605 S. 6th Avenue. He is considering constructing a 2,500 sq.ft. office / warehouse at this location for his chemical research and development company known as TJM Research. The anticipated capital investment for the facility is \$320,000. He expects to create 4 R&D jobs with salaries ranging from \$50K to \$80K in the next 5 years. He is seeking reimbursement of \$8,000 for the cost of a retention pond and fire hydrant.

The MEDC Board elected to reimburse actual cost of the retention pond and fire hydrant not to exceed \$8,000 at the August 7th MEDC Board meeting.

TJM said they may build an additional 7,500 sq. ft and hire more employees at some point in the future depending on how the business grows.

Justification

This project would assist a local Mansfield resident in growing a new business and generate additional tax revenue.

Funding Source

4A

Prepared By

Richard Nevins, Assistant Director, 817-728-3652

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") TJM RESEARCH, LLC AND MCREHCO HOLDINGS, 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 TJM Research, LLC and MCREHCO Holdings ,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 _____, 2018

Mayor David L Cook

ATTEST:

City Secretary

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION,
TJM RESEARCH, LLC,
AND
MCREHCO HOLDINGS, 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**”), TJM RESEARCH, LLC (“**TJM, LLC**”) a Texas limited liability company, and MCREHCO HOLDINGS, LLC, a Texas limited liability company (“**Company**”). Company, TJM, LLC, and the Corporation may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Company is the owner of a tract of land located at 605 S. 6th Avenue in the City of Mansfield, Texas; and

WHEREAS, Company intends to construct and TJM, LLC intends to operate a 2,500 square foot office/warehouse facility; and

WHEREAS, as a component of the construction of the facility, Company will also be constructing infrastructure improvements; and

WHEREAS, Company has requested financial assistance from the Corporation for the construction of the improvements, and the Board of Directors of the Corporation find 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,” “Company,” and “TJM, LLC” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, as the case may be, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of

consultants, and permit and inspection fees. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“City” means the City of Mansfield, Texas.

“Director” means the City’s Economic Development Director or acting Economic Development Director.

“Effective Date” means the date this Agreement is fully executed by the parties.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean five years from the Effective Date, unless sooner terminated as provided herein.

“Facility” means the 2,500 square office/warehouse to be constructed by Company and operated by TJM, LLC on the Property.

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours without regard to whether individuals in those positions are the same as those in previous counts.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements 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) \$8,000.

“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 Company or TJM, LLC, or any property or any business owned by Company or TJM, LLC within the City.

“Improvements” means the drainage improvements and fire hydrant which are required by the City to be constructed or installed by Company on the Property, as shown and described on the attached Exhibit A. The parties acknowledge that the Improvements may consist of either the drainage improvements or fire hydrant, or both.

“Payment Request” means a written request from Company to Corporation for payment of the Grant. The written request must be accompanied by (i) proof of a Certificate of Occupancy for the Facility; (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Director; and (iii) documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Director.

“Property” means the real property located at 605 S. 6th Avenue, Mansfield, Texas.

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

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

ARTICLE 3 COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to pay Company the Grant in accordance with the terms and conditions of this Agreement, all of the following must occur:

- (a) The Facility must receive a Certificate of Occupancy no later than August 31, 2019;
- (b) Company must make a Capital Investment of no less than \$320,000 for the Facility;
- (c) Company must make the Improvements on the Property;
- (d) Company must comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility and Improvements; and
- (e) TJM, LLC must create a minimum of four FTEs within five years of the Effective Date.

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

ARTICLE 4 GRANT BY CORPORATION

Provided that Company is in compliance with the terms of this Agreement, and upon full satisfaction by Company of the conditions set forth above in Article 3, Company may send a Payment Request to the Corporation for the Grant, whereupon the Corporation shall pay the Grant to Company within thirty (30) days.

ARTICLE 5 TERMINATION, OFFSET, AND REPAYMENT

5.01 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by any party, if another 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 Company or TJM, LLC suffer an Event of Bankruptcy or Insolvency;
- (d) upon written notice by Corporation, if any Impositions owed to City by Company or TJM, LLC become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court. Such offset right shall not apply to any sum timely and properly protested and contested in accordance with applicable law.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(d), Company shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by

Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

COMPANY AND TJM, LLC, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, ARE ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR FACILITY. COMPANY AND TJM, LLC AGREE 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 COMPANY OR TJM, LLC OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY OR TJM, LLC, OR THEIR OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 7 ACCESS TO INFORMATION

Upon the Corporation's request, Company and TJM, LLC agree to provide the Corporation access to contract documents, invoices, receipts, records, and reports to verify Company's and TJM, LLC's compliance with this Agreement.

ARTICLE 8 GENERAL PROVISIONS

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

8.02 Representations and Warranties. Company and TJM, LLC represent and warrant to the Corporation that they have the requisite authority to enter into this Agreement. Company and TJM, LLC represent and warrant to the Corporation that they will not violate any federal, state or local laws in constructing or operating the Facility, and that the Facility and Improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

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

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

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company or TJM, LLC may assign all or part of their rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Facility and Improvements, all rights, title, and interests of Company 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 Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with 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.

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

COMPANY:	MCREHCO Holdings, LLC
	P.O. Box 1769
	Mansfield, Texas 76063
	ATTN: Thomas J. Martin, PhD

TJM, LLC

TJM Research, LLC
P.O. Box 1769
Mansfield, Texas 76063
ATTN: Thomas J. Martin, PhD

CORPORATION:

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

With a copy to:

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

8.08 Interpretation. 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.

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

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

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

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

8.13 Force Majeure. If any 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 any party under this Agreement.

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

8.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

8.16 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Mansfield, by law, and given to it by the State of Texas as part of the State's sovereignty.

8.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

8.18 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

{Signatures on following page}

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

MCREHCO HOLDINGS, LLC,
a Texas limited liability company

By: _____
Thomas J. Martin, PhD, Member

Date: _____

TJM RESEARCH, LLC,
a Texas limited liability company

By: _____
Thomas J. Martin, PhD, Member

Date: _____

EXHIBIT “A”

Improvements



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2863

Agenda Date: 9/10/2018

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

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 Mouser Electronics, Inc. and Authorizing its Execution by the President of the MEDC; and Providing an Effective Date

Requested Action

Consider request for assistance from Mouser Electronics, Inc.

Recommendation

At the August 7 MEDC Board meeting, the board recommended reimbursement of actual cost, not to exceed \$172,000, for water, sewer, storm drain and street improvements.

Description/History

Mouser recently received the appropriate zoning to construct a 50,000 SF office building north of Mouser Way and south of House Rd. They intend to relocate their customer service team to the new building. This will allow them to continue to increase their IT, internet and marketing teams in the corporate HQ building.

MEDC Board recommends approval for an economic development incentive request in the amount of \$172,000 for water, sewer, storm drain and street improvements. The anticipated capital investment is over \$10 million with a minimum of 100 new employees.

Justification

This project would create a significant amount of office jobs for Mansfield.

Funding Source

4A

Prepared By

Richard Nevins, MEDC, 817-728-3652

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 MOUSER ELECTRONICS, INC. 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 Mouser Electronics, Inc., 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 _____, 2018

Mayor David L Cook

ATTEST:

City Secretary

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND
MOUSER ELECTRONICS, INC.**

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 MOUSER ELECTRONICS, INC., a Delaware corporation (“**Company**”). Company and the Corporation may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Company is the owner of an existing distribution facility located at 1000 N. Main Street in the City of Mansfield, Texas; and

WHEREAS, Company intends to construct a new 50,000 square foot facility in close proximity to its existing facility; and

WHEREAS, as a component of the construction of the facility, Company will be constructing water, sewer, storm drainage, street paving and sidewalk improvements; and

WHEREAS, Company has requested financial assistance from the Corporation for the construction of the improvements, and the Board of Directors of the Corporation find 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,” and “Company,” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, as the case may be, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, and permit and inspection fees. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“City” means the City of Mansfield, Texas.

“Director” means the City’s Economic Development Director or acting Economic Development Director.

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

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean five years from the Effective Date, unless sooner terminated as provided herein.

“Facility” means the 50,000 square foot new facility to be made by Company on the Property, as shown on the attached Exhibit B.

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours without regard to whether individuals in those positions are the same as those in previous counts.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements 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) \$172,000.

“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 Company or any property or any business owned by Company within the City.

“Improvements” means the water, sewer, storm drainage, street paving, and sidewalk improvements constructed by Company on the Property, as shown and described on the attached Exhibit A.

“Payment Request” means a written request from Company to Corporation for payment of the Grant. The written request must be accompanied by (i) proof of a Certificate of Occupancy

for the Facility; (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Director; and (iii) documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Director.

“Property” means Block 1 Lot 1R, New Life Addition, an addition to the City of Mansfield, Texas and more commonly known as 1200 FM RD 157, Mansfield, Texas, as shown on the attached Exhibit B.

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

ARTICLE 2 TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

ARTICLE 3 COVENANTS OF COMPANY

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

- (a) Receive a Certificate of Occupancy for the Facility no later than March 31, 2020;
- (b) Make a Capital Investment of no less than \$10,000,000 for the Facility;
- (c) Make the Improvements on the Property;
- (d) Comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility and Improvements; and
- (e) Create and maintain a minimum of 100 FTEs at the Facility within five years of the Effective Date.

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

ARTICLE 4 GRANT BY CORPORATION

Provided that Company is in compliance with the terms of this Agreement, and upon full satisfaction by Company of the conditions set forth above in Article 3, Company may send a Payment Request to the Corporation for the Grant, whereupon the Corporation shall pay the Grant to Company within thirty (30) days.

ARTICLE 5 TERMINATION, OFFSET, AND REPAYMENT

5.01 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by either party, if the other party defaults or breaches any 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 Company suffers an Event of Bankruptcy or Insolvency;
- (d) upon written notice by Corporation, if any Impositions owed to City by Company become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (e) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court. Such offset right shall not apply to any sum timely and properly protested and contested in accordance with applicable law.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(d), Company shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by

Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR FACILITY. COMPANY 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 COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 7 ACCESS TO INFORMATION

Upon the Corporation's request, Company agrees to provide the Corporation access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.01 Mutual Assistance. Company 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.

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

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

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

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

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Facility and Improvements, all rights, title, and interests of Company 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 Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with 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.

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

COMPANY:	Mouser Electronics, Inc. 1000 North Main Street Mansfield, Texas 76063 ATTN: Peter F. Shopp, Sr., Senior Vice President, Business Operations
----------	--

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

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

8.08 Interpretation. 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.

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

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

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

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

8.13 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of 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.

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8.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

8.18 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

MOUSER ELECTRONICS, INC.,
a Delaware corporation

By: _____
Peter F. Shopp, Sr.
Senior Vice President, Business Operations

Date: _____

EXHIBIT “A”

Improvements

Mouser Customer Service Center**Public Improvements**

DATE:	7/3/2018	JOB NO.:	2018.131.001		
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST

Water

1	12" Water Pipe (C-900)	550	LF	\$ 45.00	\$ 24,750.00
2	12" Water Plug	1	EA	\$ 300.00	\$ 300.00
3	12" Gate Valve	1	EA	\$ 3,000.00	\$ 3,000.00
4	6"X6" Tapping Sleeve & Valve	1	EA	\$ 3,500.00	\$ 3,500.00
5	Chlorinate and Pressure Test	550	LF	\$ 2.50	\$ 1,375.00
6	Connect to Existing 16" Water Pipe	1	EA	\$ 2,000.00	\$ 2,000.00
7	C.I./D.I. Fittings and Blocking	0.5	Ton	\$ 4,500.00	\$ 2,250.00

Water Subtotal**\$37,175.00****Sewer**

8	8" Sewer Pipe (SDR-35)	218	LF	\$ 40.00	\$ 8,720.00
9	8" Sewer Plug	1	EA	\$ 500.00	\$ 500.00
10	Connect to Existing MH	1	EA	\$ 1,000.00	\$ 1,000.00
11	Standard 4' Sewer Manhole	1	EA	\$ 3,750.00	\$ 3,750.00
12	Trench Safety	218	LF	\$ 1.50	\$ 327.00
13	Water Tight Manhole Insert	1	EA	\$ 100.00	\$ 100.00
14	Post-Construction TV Inspection	218	LF	\$ 2.50	\$ 545.00
15	Vacuum Test MH	1	EA	\$ 250.00	\$ 250.00

Sewer Subtotal**\$ 15,192.00****BB****CHECKED BY:****BHB****SHEET NO.:****1****Baird, Hampton & Brown, Inc.**

6300 Ridglea Place, Suite 700, Fort Worth, Texas 76116*Phone: 817-338-1277*Fax: 817-338-9245

[illegible]

6300 Ridglea Place, Suite 700, Fort Worth, Texas 76116*Phone: 817-338-1277*Fax: 817-338-9245

Mouser Customer Service Center

Public Improvements

DATE:

7/3/2018

JOB NO.:

2018.131.001

	ConstructionSubtotals Description		COST
	Water Subtotal	\$	37,175.00
	Sanitary Sewer Subtotal	\$	15,192.00
	Storm Drain Subtotal	\$	17,396.00
	Pavement & Walks Subtotal	\$	79,766.60
	Sub-total	\$	149,529.60
	Contingency	15%	\$ 22,429.44
	Total	\$	171,959.04

PREPARED:

BB

CHECKED

BHB

SHEET NO

3

Baird, Hampton & Brown, Inc.

6300 Ridglea Place, Suite 700, Fort Worth, Texas 76116*Phone: 817-338-1277*Fax: 817-338-9245

EXHIBIT “B”

Facility/Property



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2865

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - First Reading of an Ordinance Amending Section 150.020 of the Code of Ordinance - Appointment of Member to the Construction Codes Board of Adjustments and Appeals

Recommendation

Staff recommends approval

Description/History

City Council directed staff to make amendments to the ordinance that governs the number of members it may appoint to the CCBA. Additionally, city council directed staff to amend the number of licensed contractors and at large positions on the board.

After having discussions with the city attorney, it was determined that the changes being contemplated by city council were both legal and appropriate. Staff has made those changes and attached an amended ordinance to this legislative file for city council's consideration.

Justification

Due to the number of outstanding applicants for city boards and commissions this year, amendments are being recommended to the attached ordinance in order to allow for more residents to serve on this board.

Funding Source

N/A

Prepared By

Joe Smolinski, Deputy City Manager
817-718-0528
joe.smolinski@mansfieldtexas.gov

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 150 "BUILDING REGULATIONS" OF THE CODE OF MANSFIELD, TEXAS; REVISING THE MEMBERSHIP REQUIREMENTS FOR THE CONSTRUCTION CODES BOARD OF ADJUSTMENTS AND APPEALS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mansfield, Texas 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, Texas has previously authorized the creation of the Construction Codes Board of Adjustments and Appeals (the "Board"), and Chapter 150 of the Code of Mansfield, Texas sets forth the Board's membership requirements; and

WHEREAS, in order to ensure that all 14 places on the Board remain filled, the City Council has determined that it is necessary to modify the required composition of the Board to include more members selected at large and fewer licensed contractors.

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

SECTION 1.

That Section 150.020, "Appointment," of Chapter 150, "Building Regulations," of the Code of Mansfield, Texas is hereby amended to read as follows:

"Sec. 150.020 APPOINTMENT.

There is established a board to be called the Construction Codes Board of Adjustments and Appeals (hereinafter called "the Board"), which shall consist of 14 members who are residents of the city. The Board shall be composed of one registered professional architect, one registered professional engineer, two licensed master plumbers, two licensed master electricians, two licensed air-conditioning and refrigeration contractors and six members selected at large from the building industry. Board members shall be appointed by the City Council."

SECTION 2.

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

such ordinances and Code are hereby repealed.

SECTION 3.

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 4.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2018.

SECOND READING APPROVED ON THE _____ DAY OF _____, 2018.

DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS _____ DAY OF _____, 2018.

David Cook, Mayor

ATTEST:

Tracy Norr, City Secretary

APPROVED AS TO FORM AND LEGALITY:

E. Allen Taylor, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2866

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - First Reading of an Ordinance Considering Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning on October 1, 2018, and Ending on September 30, 2019, and Making Appropriations for Each Fund and Department

Requested Action

Adopt the FY2019 Budget Ordinance.

Recommendation

Approve the attached ordinance that directs the expenditure of funds for general services, park development, economic development and capital development with the City of Mansfield, Texas.

Description/History

Staff presents the FY2019 Budget for the City of Mansfield, Texas.

Justification

To provide services for the citizens of Mansfield, Texas.

Funding Source

Citizens of Mansfield, Texas

Prepared By

Peter K. Phillis, CPA, Deputy City Manager
817-276-4261

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Mansfield, of Tarrant, Ellis and Johnson Counties, has submitted to the City Council a proposed budget of the revenues of said City and the expenditures of conducting the affairs thereof and providing a complete financial plan for 2018-2019, and which said proposed budget has been compiled from detailed information obtained from the divisions, departments, and offices of the City; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by all state and local statutes and complied with the Texas Open Meetings Act.

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

SECTION 1. That the proposed budget of the revenues of the City of Mansfield and the expenditures of conducting the affairs thereof, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2018 and ending September 30, 2019, as submitted to the City Council by the City Manager of said City, be, and the same is in all things adopted and approved as the budget of all current expenditures as well as fixed charges against said City for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

SECTION 2. That the sum of \$62,320,874 is hereby appropriated out of the General Fund for the payment of operating expenses and capital outlay of the City Government as established in the budget document.

SECTION 3. That the sum of \$14,899,424 is hereby appropriated out of the General Obligation Debt Service Fund paying principal and interest due on general obligation debt as it matures and creating a sinking fund thereof.

SECTION 4. That the sum of \$12,621,699 is hereby appropriated out of the Street Construction Fund for the purpose of constructing permanent street improvements and other related costs thereto.

SECTION 5. That the sum of \$2,662,000 is hereby appropriated out of the Building Construction Fund for the purpose of constructing building improvements and other related costs thereto.

SECTION 6. That a sum to be determined is hereby appropriated out of the Equipment Replacement Fund for the purpose of purchasing new equipment and replacement equipment.

SECTION 7. That the sum of \$27,762,688 is hereby appropriated out of the Water and Sewer revenues for the purpose of paying operating expenses, transfers, and capital outlay for the Water and Sewer system thereof.

SECTION 8. That the sum of \$5,586,534 is hereby appropriated out of the Water and Sewer Revenue Debt Fund for the purpose of paying interest and principal requirements on water and sewer revenue bonds.

SECTION 9. That the sum of \$13,787,112 is hereby appropriated out of the Utility Construction Fund for the purpose of making permanent improvements to the utility system and other related costs.

SECTION 10. That the sum of \$1,979,116 is hereby appropriated out of the Drainage Utility Fund for the purpose paying operating expenses and improving the City's drainage system.

SECTION 11. That the sum of \$527,770 is hereby appropriated out of the Drainage Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 12. That the sum of \$620,000 is hereby appropriated out of the Drainage Construction Fund for the purpose of constructing drainage improvements for the City's drainage system.

SECTION 13. That the sum of \$5,486,065 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of constructing and operating recreational and cultural facilities with related costs thereto, and amending, approving, and adjusting various park fees as approved by the Mansfield Parks Facilities Development Corporation.

SECTION 14. That the sum of \$3,154,395 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 15. That the sum of \$5,090,000 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation Construction Fund for the purpose of paying for developing and constructing recreational facilities and related costs thereto

SECTION 16. That the sum of \$1,573,488 is hereby appropriated out of the Economic Development Fund for the purpose of Economic Development and other related costs thereto.

SECTION 17. That the sum of \$2,657,375 is hereby appropriated out of the MEDC Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 18. That the sum of \$1,833,027 is hereby appropriated out of the MEDC Development Fund for the purpose of paying for approved economic development projects.

SECTION 19. That the sum of \$3,000,000 is hereby appropriated out of the MEDC Construction Fund for the purpose of paying for infrastructure improvements and related costs thereto.

SECTION 20. That the sum of \$8,929,697 is hereby appropriated out of the Jail Operations Fund for the purpose of paying operating expenses and capital outlay of the Law Enforcement Center.

SECTION 21. That the sum of \$739,040 is hereby appropriated out of the Hotel/Motel Funds for the purpose of promoting the arts, history and tourism.

SECTION 22. That the State of Texas did authorize a vote of the people on an amendment to the Texas Constitution permitting an exemption of the assessed valuation of resident homesteads of persons sixty-five years of age or older, and such amendment was voted on by the electorate of the State of Texas and was duly adopted by the residents of the State of Texas. That resident homesteads of persons Sixty-Five (65) years of age or older shall be entitled to receive a Fifty Thousand and 00/100 Dollars (\$50,000) exemption of the assessed valuation of said resident homestead. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Mansfield and it is accordingly so ordained.

SECTION 23. At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Transfers between departments or funds require council approval.

SECTION 24. That Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 25. That this Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

SECTION 26. That the City Manager shall file or cause to be filed a true and correct copy of said approved budget, along with this Ordinance, with the City Secretary, of the City of Mansfield, Texas.

PASSED AND ADOPTED on the first reading this 10th day of September 2018.

PASSED AND ADOPTED on the second reading this 11th day of September 2018.

PASSED AND ADOPTED on the third and final reading this 12th day of September 2018.

David Cook, Mayor

ATTEST:

Tracy Norr, City Secretary

APPROVED AS TO FORM AND LEGALITY:

E. Allen Taylor, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2869

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - First Reading of an Ordinance Levying the Ad Valorem Taxes for Fiscal Year 2019 at a Rate of \$0.71000 per One Hundred Dollars (\$100) Assessed Valuation on all Taxable Property

Requested Action

Attached is the 2018-2019 Ordinance setting the tax rate at \$0.71000. The City of Mansfield has conducted two public hearings and published a proposed tax rate of \$0.71000.

Recommendation

Adopt the Ordinance setting the tax rate at \$0.71 for fiscal year 2019.

Description/History

Historically, the tax rate has been adopted to provide general city services as follows:

FY2018	\$0.71
FY2017	\$0.71
FY2016	\$0.71
FY2015	\$0.71
FY2014	\$0.71
FY2013	\$0.71
FY2012	\$0.71
FY2011	\$0.71
FY2010	\$0.71
FY2009	\$0.71
FY2008	\$0.69
FY2007	\$0.69

Justification

Provide for the annual service program for the City of Mansfield, Texas.

Funding Source

Citizens of Mansfield

Prepared By

Peter K. Phillis, CPA, Deputy City Manager
817-276-4261

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2019 AT A RATE OF \$0.71000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2018, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mansfield hereby finds that the tax rate for the fiscal year beginning October 1, 2018, and ending September 30, 2019, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019; and

WHEREAS, all statutory, constitutional, and charter requirements concerning the levying and assessing of ad valorem taxes have been complied with.

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

SECTION 1. That there be and is hereby levied for the fiscal year 2019 on all taxable property, real, personal, and mixed, situated within the limits of the City of Mansfield, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.71000 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City, a tax of \$0.484464 on each One Hundred Dollars (\$100.00) assessed value on all taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of \$0.225536 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2. That all ad valorem taxes shall become due and payable on October 1, 2018, and all ad valorem tax for the year shall become delinquent after January 31, 2019. There shall be no discount for payment of taxes prior to January 31, 2019. A delinquent tax shall incur all penalty and interest authorized by law (33.01 Texas Tax Code), to wit: a penalty of six percent of the amount of the tax for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2019, incur an additional penalty of twenty percent of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the City's Tax Collection Attorney pursuant to Section 33.07 of the Texas Tax Code.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2018 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 3. Taxes are payable at 100 E. Weatherford, Room 102C, Fort Worth, Texas 76196-0301 at the office of the Tarrant County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 4. That the tax rolls, as presented to the City Council, together with any supplement thereto, be, and the same are hereby approved.

SECTION 5. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2018, this ordinance shall take effect from and after its passage as the law in such cases provides.

PASSED AND ADOPTED on the first reading this 10th day of September, 2018.

PASSED AND ADOPTED on the second reading this 11th day of September, 2018.

PASSED AND ADOPTED on the third and final reading this 12th day of September, 2018.

David Cook, Mayor

ATTEST:

Tracy Norr, City Secretary

APPROVED AS TO FORM AND LEGALITY

E. Allen Taylor, Jr., City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 18-2872

Agenda Date: 9/10/2018

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - First Reading of an Ordinance Approving an Agreement for Waste Disposal Services Between the City of Mansfield and Republic Waste Services of Texas, Ltd.; Authorizing the City Manager to Execute all Documents Necessary to Complete the Transaction; and Providing an Effective Date

Requested Action

The City Council of the City of Mansfield, Texas, read and vote on the matter of the Ordinance authorizing the City of Mansfield, Texas to enter a contract with Republic Waste Services to provide solid waste and recycling service on behalf of and for the City of Mansfield, Texas.

Recommendation

Approve the Ordinance authorizing the City of Mansfield, Texas to enter a contract for services with Republic Waste Services for the purpose of collecting, hauling and disposing solid waste and recyclable materials from the City of Mansfield, Texas.

Description/History

The Contract with Republic expires on September 30, 2018. Republic and the City have been negotiating new rates and types of services for the last 6 months. Republic petitioned the City to move the City's collection of solid waste and recyclable material from its current form of service which is twice a week take all, to once a week automated service with once a week bulky waste pick up. This generated considerable discussion from the public. A survey was packaged and made available to the public. There was a tremendous response by the public. Almost 3,000 people responded to the survey. The public is overwhelmingly in favor of staying with the existing service and willing to pay more for the existing service.

Justification

The contract for hauling solid waste and recycling services expires at the end of September 2018. Consideration and negotiation of the type and cost of service were evaluated by the City of Mansfield, Texas and the public's input was received. The City Council of the City of Mansfield, Texas instructed the City to finalize the agreement with Republic including the existing services. The contract allows for rates to increase up to 3% a year; however, the increase is subject to an inflation index defined in the agreement. In other words, the rate will not automatically increase each year but is tied to an inflation index - CPI All Urban Consumers.

Funding Source

N/A

Prepared By

Peter Phillis, Deputy City Manager
817-276-4261

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR WASTE DISPOSAL SERVICES BETWEEN THE CITY OF MANSFIELD AND REPUBLIC WASTE SERVICES OF TEXAS, LTD.; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; 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 has previously authorized a contract with Republic Waste Services of Texas d.b.a. Duncan Disposal for the collection and disposal of residential and commercial refuse, solid wastes and recyclable materials by approval of ordinance number 1443 on September 8, 2003 which ordinance was thereafter amended by ordinances numbered 1582, OR-1705-08, OR-1833-12 in 2006, 2008, and 2012 respectively; and

WHEREAS, the collection and disposal of residential and commercial refuse, solid wastes and recyclable materials is important for the well-being, quality of life, and best interested of the citizens of the City; and

WHEREAS, the City Council of the City of Mansfield, Texas after due and careful consideration, has determined that the Agreement between the City of Mansfield and Republic Waste Services of Texas, Ltd. attached as Exhibit "A" to this Ordinance will provide the best service for the best price to the citizens of the City for the collection and disposal of wastes and as a result is in the best interest of the health, safety, and well-being of the citizens of the City of Mansfield; and

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

SECTION 1

The Agreement between the City of Mansfield and Republic Waste Services of Texas, Ltd. for waste disposal and related services attached hereto as Exhibit "A" is hereby approved.

SECTION 2

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

SECTION 3

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

First reading approved on the _____ day of _____, 2018.

Second reading approved on the _____ day of _____, 2018.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2018.

David L. Cook, Mayor

ATTEST:

Vicki Collins, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney

EXHIBIT "A"

STATE OF TEXAS

COUNTY OF TARRANT KNOWN ALL MEN BY THESE PRESENTS

The CITY OF MANSFIELD, a municipal corporation, of Tarrant County, Texas hereinafter called "CITY," acting by and through its duly authorized City Manager and REPUBLIC WASTE SERVICES OF TEXAS, LTD., a Texas limited partnership d/b/a REPUBLIC SERVICES OF ARLINGTON, hereinafter called "CONTRACTOR", acting by and through its duly authorized officer, do hereby covenant and agree as follows:

SECTION 1. GRANT

CITY hereby grants to CONTRACTOR a non-exclusive contract and franchise to engage in the business of collecting and disposing of residential, commercial and industrial garbage, trash, brush, rubbish, debris, hazardous wastes and other refuse and residential recyclable materials within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR permission to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for the purpose of collection and disposal of garbage, trash, brush, debris, hazardous wastes and other refuse and residential recyclable materials beginning OCTOBER 1, 2018 and terminating SEPTEMBER 30, 2023, subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. The parties have the option to renew this Agreement by an instrument in writing executed by the parties hereto for a period of five years, such renewal to be upon the terms and conditions agreed to by the parties at that time.

SECTION 2. DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings (even if such terms are not capitalized):

- A. Brush: Parts or all of Trees and shrubs.
- B. Bulky Waste: Bundled Brush, Fencing, Stoves, refrigerators, water tanks, washing machines, dryers, furniture, appliances, grass clippings contained in Disposable or Permanent Containers and other waste materials, but specifically excludes -Debris and Unacceptable Waste.
- C. Bundled Brush: Brush securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.
- D. Commercial Construction Waste: Waste produced by a commercial customer resulting from the construction, renovation or remodeling project located in the City including; concrete, rocks, bricks, lumber, plaster, sand, gravel, or other waste construction materials, and where the contractor employs the use of a roll-off style waste dumpster. This term does not include construction sites that are engaged in legitimate recycling efforts where materials are source separated on site and transported to a recycling processing facility, or single family residential construction sites.
- E. Commercial Containers: Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.

- F. Commercial Waste: Waste produced by a commercial customer that is contained within a Commercial Container including Garbage or Trash resulting from a commercial customer. Commercial Waste does not include Unacceptable Waste.
- G. Curbside Service: Garbage, trash and recyclable materials to be picked up by CONTRACTOR which will be located at the curbside of the street bearing the customer's address.
- H. Dead Animals: Animals or portions thereof equal to or less than ten (10) pounds in weight.
- I. Debris: Automobile frames, Loose Brush, and dirt, concrete, rocks, bricks, lumber, plaster, sand, gravel, or other waste construction materials, unless the amount of these materials is insignificant.
- J. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing garbage or trash without leaking remitting odors, and which weighs when loaded, less than fifty (50) pounds.
- K. Fencing: Wooden fence panels cut into four (4') feet by six (4') feet sections. Loose pickets must be tied and in bundles weighing no more than 50 pounds in weight per bundle.
- L. Garbage: Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines), and any other household waste which is damp or emitting noxious odors, excluding Unacceptable Waste.
- M. Handicapped Customers: A residential household in which all members of the household are physically handicapped to the extent that they are unable to place Residential Waste at curbside. The fact of such handicap must be certified to CONTRACTOR by the City Manager of CITY.
- N. Hazardous Wastes: All fecal material, oil, sludge, and any radioactive, pathological, toxic, explosive, flammable, combustible, acidic or volatile materials, or other hazardous or improper wastes, including solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 1002, *et. seq.*, or regulated as toxic under the Toxic Substance Control Act, 15 U.S.C.A. Section 2601, *et. seq.*, and regulations promulgated thereunder or other applicable Federal or State law concerning the regulation of hazardous or toxic wastes.
- O. Landfill Prohibited Waste Materials: Non-hazardous materials prohibited from disposal at Type I landfills pursuant to TCEQ regulations, 30 TAC, Section 330.5. Prohibited waste materials include but are not limited to tires, used oil filters, PCBs.
- P. Liquid Waste: Any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).
- Q. Loose Brush: Brush not easily placed in disposable containers.
- R. Permanent Containers: Any closed, waterproof, plastic, or metal container or can which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

- S. Recycling Containers: Ninety-five (95) or sixty-five (65) gallon wheeled carts for use by residential customers or small commercial customers for curbside recyclable materials collection by CONTRACTOR.
- T. Recyclable Materials:
1. Metal Cans
 2. Aluminum
 3. Clear, green and brown glass bottles and jars. No mirrors, window glass or light bulbs. Colored glass is accepted.
 4. Plastic bottles with recycling symbols of #1, #2, and #5.
 5. Newspapers, Magazines, Catalogs
 6. Junk Mail, Cardboard and Mixed Household Paper are considered recyclable if the following requirements are met: All junk mail, envelopes, cereal boxes, cardboard, chipboard and any other household paper product is placed in a brown paper grocery bag. Loose paper products need to be separate from other materials in the containers. No tissues, wet paper or paper contaminated with food products are accepted. All cardboard must be broken down to a size that will fit inside the bin.
 7. Other items that are identified as recyclable by the CITY and CONTRACTOR, or as a result of changes in any local, state or federal laws, ordinances or regulation.
- U. Residential Premise: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residential premise shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction; consisting of four (4) or fewer units shall be treated as a residential premise.
- V. Residential Recycling Services: The provisions of providing services for the collection of Recyclable Materials to Residential Premises.
- W. Residential Waste: Garbage and Trash generated by a resident and placed in Permanent Containers or Disposable Containers and set curbside for the regular collection at a Residential Premise, but does not include Unacceptable Waste, Debris, construction materials or Bulky Waste.
- X. Senior Citizen: Residents that are age 65 and older, and shall only receive such designation at the direction of the City Manager.
- Y. Stable Matter: All manure and other waste matter normally accumulated in or about a stable; or any animal, livestock, or poultry enclosure; and resulting from the keeping of animals, poultry, or livestock.
- Z. Special Waste: Any waste defined as Special Waste by 30 TAC § 330.3 (148).
- AA. Trash: All household refuse other than Garbage, Debris, Loose Brush, and Bulky Waste; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, recyclable materials, old clothes, and other household trash of like kind, but shall not include Unacceptable Waste.

BB. Unacceptable Waste: Any and all waste that is either:

1. waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated there under; or
2. Hazardous Waste; or
3. Special Waste; or
4. waste, including Landfill Prohibited Waste Materials, which is prohibited from disposal at the Landfill by CONTRACTOR including tires, and bulk petroleum or chemical products or by-products; or
5. liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes; or
6. sludge waste, including water supply treatment plant sludge and stabilized and/or un-stabilized sludge from municipal or industrial wastewater treatment plants; or
7. dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of CONTRACTOR; or
8. any waste, including Special Waste, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion; or
9. Appliances containing CFC's that do not bear a certification tag that shows the CFC's have been properly recovered in accordance with federal law; or
10. Stable Matter.

SECTION 3.

CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of CONTRACTOR to perform the following services:

I. RESIDENTIAL:

- A. CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor, landfill site, and recyclable materials processing site at its own expense, to adequately, efficiently and properly collect and dispose of Residential Waste, Bulky Waste and Recyclable Materials from a Residential Premise within the corporate limits of the CITY in a systematic, clean, healthful and sanitary manner. For each residential customer, CONTRACTOR shall provide residential collection services of Residential Waste and Bulky Waste twice per week, and Residential Recycling Services once per week. (unless modified as set forth herein).
- B. Residential Waste Collection: Residential Waste shall be collected twice per week by CONTRACTOR with service days being on one of the designated collections schedule, Monday and Thursday, or Tuesday and Friday. Services suspended by a holiday shall be collected according to the holiday collection schedule set forth in Section III(D). All Residential Waste shall be contained in Permanent Containers or Disposable Containers provided by the residents.
- C. Residential Bulky Waste Collection: CONTRACTOR shall provide collection of Bulky Waste from Residential Premises twice per week on the same days as Residential Waste Collection. Bulky Waste shall be limited to two cubic yards of such waste each collection day.

- D. Residential Recycle Collection: CONTRACTOR shall provide collection of Recyclable Materials from Residential Premises once per week on one of the Residential Waste collection days. CONTRACTOR further agrees to supply and deliver to each new occupant of a Residential Premises in the City, with a Recycling Container upon notification from the City's water department that the resident has established new utility service, provided there is not an existing Recycling Container located at the premise. This provision shall not apply to any multi-family complex that has consolidated pick-up services. CITY agrees to supply CONTRACTOR notice of such new Residential Premises establishing new utility service. CONTRACTOR shall deliver such Recycling Containers within three business days after such notice from the CITY. Such Recycling Containers will be dedicated solely to the collection of Recyclable Materials. Recycling Containers to be utilized and provided by CONTRACTOR shall meet the minimum specifications as outlined in Attachment II of this Agreement.

CONTRACTOR shall be responsible for the ongoing maintenance of the Recycling Containers. Residential Premises shall contact CONTRACTOR to request a repair or replacement of damaged, lost or stolen Recycling Containers. CONTRACTOR shall repair or replace damaged, lost or stolen Recycling Containers within three business days after receiving such notification from the resident. CONTRACTOR shall be allowed to assess a charge to the resident for lost or stolen Recycling Containers, or Recycling Container damage resulting from resident negligence. Residents shall not be responsible for damages resulting from CONTRACTOR'S negligence or manufacturer related defects. If a dispute arises regarding the source of damage to a resident's Recycling Container, the City manager of the CITY shall have the final decision as to whether such assessment is warranted. The decision by the City Manager shall be final, and CONTRACTOR agrees to abide by such decision. Charges for the repair or replacement of Recycling Containers as described above shall be as defined in ATTACHMENT IV of this Agreement.

CONTRACTOR shall, without cost to the CITY, be responsible for processing and marketing of all residential Recyclable Materials collected pursuant to this Agreement and in accordance with ATTACHMENT II. Recyclable Materials shall comply with any and all specifications provided by CONTRACTOR in order to meet quality thresholds for commodity markets and contamination levels. To the extent any type of Recyclable Material received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, CONTRACTOR will notify the City and shall deliver the contaminated load to CONTRACTOR's landfill, and may seek to negotiate with the CITY for any associated expenses. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclable Materials, CONTRACTOR shall notify the CITY, and agrees to negotiate in good faith with the CITY changes to this Agreement that may include: (i) disposal of Recyclable Materials at the CONTRACTOR's landfill. (ii) temporary suspension of Recycling Services, or (iii) discontinue collection of Recyclable Materials. Changes to Recycling Services or collection schedules shall occur only after CITY and CONTRACTOR have negotiated new terms to this Agreement, and sufficient time has been provided for the CITY to properly communicate the changes to its residents.

- E. CONTRACTOR agrees to establish daily routes and special schedules for the collection of Residential Waste, Bulky Waste and Recyclable Materials as necessary to fulfill the requirements of this Agreement.
- F. CONTRACTOR agrees that for any loose Brush that cannot be bundled, the residential customer may request a special brush collection from CONTRACTOR at the rate set forth in Attachment

I, the Rate Sheet.

II. COMMERCIAL AND INDUSTRIAL:

- A. CONTRACTOR agrees to make commercial and industrial containers for garbage and trash storage available upon request of the owner or occupant of any premises within the corporate limits of CITY, excluding single family and two family residences. The commercial containers provided by CONTRACTOR shall be (i) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height.
- B. CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor and landfill site, at its own expense, to adequately, efficiently and properly collect and dispose of Commercial Waste and Commercial Construction Waste, but not Unacceptable Waste, from commercial premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall maintain its trucks and equipment in a safe and clean manner.
- C. CONTRACTOR agrees to make one (1) collection for Recyclable Materials each week for each commercial hand collect customers on one of the days scheduled for refuse and garbage collection.
- D. CONTRACTOR shall provide recycling services to small commercial customers in the City requesting recycling containers provided that such customer's location(s) are acceptable, serviceable and agreeable between CONTRACTOR and CITY. The rate for such recycling services is set forth on ATTACHMENT I, as adjusted pursuant to ATTACHMENT II.

III. GENERAL DUTIES AND OBLIGATIONS

- A. CONTRACTOR agrees that the garbage, trash and brush collected will be disposed of outside the corporate limits of the CITY. All vehicles used by CONTRACTOR for the collection and transportation of garbage, trash and brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of CITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with CONTRACTOR'S telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.
- B. CONTRACTOR shall provide a statement binding itself to providing a landfill site for the purpose of this Agreement for the entire period of the franchise, five (5) years from date of execution of this Agreement, and any agreed extension thereto. As between the CITY and CONTRACTOR, once waste is picked up by CONTRACTOR, all refuse and garbage shall be the sole responsibility of CONTRACTOR. Unacceptable Waste shall not be knowingly or intentionally placed in a landfill by CONTRACTOR. If such Unacceptable Waste is inadvertently placed in a landfill by CONTRACTOR, CONTRACTOR shall not be precluded from seeking remedies, including but not limited to damages, due the Company from the industrial and commercial customers that generated the Unacceptable Waste and placed it with CONTRACTOR for collection and disposal.
- C. CONTRACTOR agrees to establish daily routes and special schedules for the collection of garbage, trash and brush as necessary to fulfill the requirements of this Agreement. Further,

CONTRACTOR will utilize computerized route sheets for use in the collection of refuse from all residential and commercial customers. CITY shall have the right to require alteration of service to any premises whereon unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

- D. CONTRACTOR agrees to make two (2) garbage collections each week for each residential customer and each commercial customer not utilizing or requiring commercial containers. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential customers and commercial customers not utilizing or requiring commercial containers, and from 3:00 a.m. to 7:30 p.m. for other commercial collection service. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks.

Service to Residential Premises suspended by a holiday shall resume on the next regularly scheduled collection day. For residential service suspended on Christmas Day, Contractor will provide a make-up collection of Residential Recycling only, on the Saturday immediately following Christmas Day.

Commercial collections suspended by a holiday shall resume on the next business day following the holiday.

- E. CONTRACTOR agrees, at its own expense, to provide a telephone answering service from 8:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding refuse collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.
- F. CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR LICENSEES DURING THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF ITEMS PURSUANT TO THIS AGREEMENT. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR

OTHERWISE, TO ANY PERSON.

- G. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement and provided certificates evidencing such coverage to the CITY. CONTRACTOR shall be responsible for delivering to the CITY CONTRACTOR'S certificate of insurance for approval. The failure by the CONTRACTOR to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry, at a minimum, the following types of insurance:

1. Worker's Compensation insurance, or similar employer provided plan that meets current state statutes, covering all employees engaged in any operations covered by this Agreement as required by the State of Texas.
2. Automobile Liability - \$5,000,000 Single Limit, bodily injury and property damage combined.
3. General Liability - \$5,000,000 Single Limit, bodily and property damage combined.
4. Umbrella - \$1,000,000 (follow-form).

General liability and automobile liability policies of insurance shall be issued by companies authorized to do business in the State of Texas, shall name CITY, its officers, agents, elected officials and employees as additional insured, and shall provide that such policies shall not be canceled until 30 days' notice of cancellation is given to the CITY. Certificates evidencing such insurance contracts shall be deposited with City.

- H. CONTRACTOR agrees to assist the City in its semi-annual city cleanup events using 30 or 40 yard roll-off containers at CITY manned sites with up to 40 hauls annually at no charge. CONTRACTOR shall provide, at no cost to CITY, a minimum of five 30 or 40 cubic yard containers, and more, if requested, at the annual or semi-annual city clean-ups. CONTRACTOR shall also provide, if available, up to four rear load collection style vehicles at the semi-annual cleanup events.
- I. CONTRACTOR agrees to provide weekly garbage, trash and commingled recycle service to all CITY facilities without charge. Additionally, CONTRACTOR will provide up to five (5) roll-offs annually for a creek clean-up event, or similar public works events.
- J. CONTRACTOR agrees that Residential Premises with any material that is not Unacceptable Waste may contact CONTRACTOR to schedule an appointment for CONTRACTOR to inspect the materials and provide the customer with an estimate to collect the materials. The residential customer shall pay CONTRACTOR directly for this service.
- K. CONTRACTOR will provide Mansfield resident's access to the Arlington Landfill or Fort Worth Southeast Landfill twice per year at no cost. Residents shall first obtain a voucher from the City, which then must be presented to the gate attendant prior to entry into the Arlington Landfill or Fort Worth Southeast Landfill. This twice per year no cost access does not include commercial vehicles or commercial contractors. Residential use shall be defined as a normal pick-up bed load, or a small trailer (8' or less) load. In addition, Mansfield residential customers may bring waste to the Arlington Landfill or the Fort Worth Southeast Landfill during its operating hours at rates as defined in Attachment III, the Landfill Rate Sheet.

- L. CONTRACTOR shall make available to the City, the use of a litter clean-up crew. Contractor will provide the City a work crew two (2) days each week. The crew will consist of two workers equipped with a pick-up and trailer. The crew will work at the direction of a designated employee of the City and collect roadside litter and debris from the City's rights of way.
- M. CONTRACTOR will make available, upon request, weight tickets of all collections made within the CITY limits.
- N. CONTRACTOR shall provide an annual education contribution in an amount equal to \$15,000 payable to the City of Mansfield, Texas, with the initial payment due within 60 days of the effective date of this Agreement.

SECTION 4 **CHARGES**

- A. Residential Rates: CITY and CONTRACTOR agree that the initial rates for residential services beginning October 1, 2018 shall be as follows (the "Residential Rates"):

Residential Trash Rate	\$8.80 per residential unit
Residential Recycling Rate	\$4.30 per residential unit
Total Residential Rate	\$13.10 per residential unit

Handicapped Customer's and Senior Citizens

Residential Trash Rate	\$7.75 per residential unit
Residential Recycle Rate	\$4.30 per residential unit
Total Handicapped and Senior Citizens Rate	\$12.05 per residential unit

- B. Commercial Rates: CITY and CONTRACTOR agree that the initial rates for commercial services shall be as depicted in Attachment I to this Agreement, which is attached hereto and incorporated herein (the "Commercial Rates")
- C. Annual Adjustment of Rates: CONTRACTOR shall be allowed to adjust the Residential Rates (excluding the Residential Recycling Rate), and the Commercial Rates beginning October 1, 2019, and annually thereafter by the annual average percentage increase or decrease in the most recent twelve months of data in the CPI All Urban Consumers (Series ID- CUUR0000SEHG – water and sewer and garbage collection services for U.S. City), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, "The Index", and shall be calculated as depicted in the example below:

<u>Index Value</u>	<u>Previous</u>	<u>Current</u>	<u>Change</u>	<u>% Change</u>
June (2017/2018)	229.559	236.493	7.894	3.45%
May (2017/2018)	228.396	235.878	7.482	3.28%
April (2017/2018)	228.133	235.141	7.008	3.07%
March (2017/2018)	227.553	234.215	6.662	2.93%
February (2017/2018)	227.277	233.858	6.581	2.90%
January (2017/2018)	226.411	232.997	6.566	2.90%
December (2016/2017)	224.745	231.842	7.097	3.16%
November (2016/2017)	224.399	231.522	7.123	3.17%

October (2016/2017)	223.420	230.614	7.194	3.22%
September (2016/2017)	223.111	230.142	7.031	3.15%
August (2016/2017)	222.554	229.772	7.218	3.24%
July (2016/2018)	221.358	229.008	7.650	3.46%

Annual average increase – 3.16% the “Percentage Increase” or “Percentage Decrease”

The Residential Recycle Rate shall be adjusted in accordance with Attachment II of this Agreement.

The Percentage Increase in any year of the Agreement shall not exceed 3.0%.

Contractor shall submit to City by August 1st each year the adjusted Rates based on the Percentage Increase or Percentage Decrease. The annual adjustment to the Processing Component of the Residential Recycling Rate shall be determined as set forth in Attachment II.

- D. Government Fees and Regulations: CONTRACTOR shall be entitled to petition the City Council for an immediate pass through of any fees or taxes, or increases to cost of operations due solely to the imposition of laws, regulations, legislation or ordinances hereafter imposed by federal, state, or local government agencies. The City Council shall consider the request for such an increase on a case-by-case basis, and shall be the sole determining body as to whether to grant such increase, however, approval of such increase shall not be unreasonably withheld.
- E. Extraordinary Increase: In addition to the Items C & D above, CONTRACTOR may petition the CITY for an additional extraordinary increase (“Extraordinary Increase”). An Extraordinary Increase must be for fees or expenses not already accounted for in the annual increase or substantially underrepresented in either, and may only be requested when a future extraordinary fee, expense makes the provision of the services by Contractor called for by this Contract not economically feasible for Contractor. Contractor may also request an Extraordinary Increase to adjust the Processing Component of the Residential Recycling Rate as detailed in Attachment II, “Residential Recycling.” In support of any Extraordinary Increase, Contractor shall furnish evidence as to the need for the Extraordinary Increase to the City. The City Council shall consider CONTRACTOR’s request for an Extraordinary Increase and provide its approval, disapproval, or modification. The parties agree to negotiate in good faith regarding any Extraordinary Increase.
- F. Customer Billing: CITY agrees to bill all residential customers served by CONTRACTOR. CONTRACTOR agrees to bill all commercial, industrial and institutional customers served by CONTRACTOR.
- G. Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 15th day of each month the NET SERVICE CHARGE for residential services rendered during the preceding month. Such NET SERVICE CHARGE shall be less the franchise fee (8%) and the billing fee (2%) billed by the CITY to all residential customers served by CONTRACTOR.
- H. Payment to CITY: CONTRACTOR agrees to pay to CITY on or before the 15th day of each month the COMMERCIAL FRANCHISE FEE for services rendered to commercial, industrial and institutional customers during the preceding month. This amount shall also include 8% of revenues collected from residential special collections described in Section 3.J. hereof. The COMMERCIAL FRANCHISE FEE is an amount equal to eight percent (8%) of the gross

revenues received by CONTRACTOR from the sale of commercial, industrial and institutional services within the corporate limits of the CITY.

SECTION 5

SPILLAGE

CONTRACTOR will not be required to clean up or collect loose residential refuse not created by its operation, but may report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's refuse, or require the customer to utilize a commercial container with a larger capacity, and CONTRACTOR shall be compensated for such additional services by customer.

SECTION 6.

NON-COLLECTION

Should a dispute arise between the CITY, CONTRACTOR, and/or a customer as to whether CONTRACTOR actually failed to make a collection (whether CONTRACTOR missed a pickup) the decision of the City Manager of CITY on such matter shall be final and CITY and CONTRACTOR agree to abide by said decision. However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely place brush, permanent containers or disposable containers out, maintains improper or inadequate containers for the nature, volume or weight of garbage and trash to be removed from the premises, or places improper bundles or volumes of brush or trash for collection, CONTRACTOR may refrain from collecting all or a portion of such brush, garbage and trash and shall notify CITY of the reason for such non-collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection). CONTRACTOR'S notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business and shall indicate the nature of the violation and the correction required in order that such garbage may be collected at the next regular collection date. When CITY is notified by a customer that garbage, trash or brush have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect garbage, trash or brush from the subject premises without cause, CONTRACTOR shall collect same with twenty-four (24) hours after a collection order is issued by CITY.

SECTION 7.

TERMINATION

- A. Breach by Contractor: In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, the CITY shall notify CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the CITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the CITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination

shall not be held until notice of such hearing has been given to the CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the CITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the City's governing body shall determine that a breach of the terms, covenants or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement and the same shall be null and void. This Agreement may, at the option of the CITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by the CONTRACTOR.

- B. Breach by Municipality: In the event of an alleged breach by the CITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify the CITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement.

SECTION 8

ALTERNATIVE SERVICE OPTION

The City, at any time, may consider switching from CONTRACTOR providing two (2) garbage collections each week for each residential customer and each commercial customer not utilizing or requiring commercial containers to one (1) garbage collection each week for these customers ("Alternative Service Option). In such case, the CITY will notify CONTRACTOR of its intent to consider an Alternative Service Option. Upon receipt of such a notice, the CITY and CONTRACTOR will enter into good faith negotiations to attempt to modify this Agreement to incorporate the Alternative Service Option. If the parties hereto agree to the modifications necessary to incorporate the Alternative Service Option, then this Agreement will be amended or superseded by the new contract terms as agreed by the parties. Otherwise, this Agreement will remain in full force and effect.

SECTION 9.

MISCELLANEOUS

- A. All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no consent shall be required if CONTRACTOR assigns this Agreement to an entity directly or indirectly controlled by, controlling or under common control of CONTRACTOR.
- B. CONTRACTOR and CITY agree that the City Manager of the CITY of MANSFIELD will be the authority for the authorization and approval of charges for any service not contemplated by this Agreement and for the disposition of any dispute arising between a customer and CONTRACTOR. The City Manager of the CITY of MANSFIELD may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between CITY and CONTRACTOR. Any provisions contained herein to the contrary notwithstanding, CONTRACTOR shall not be required under this Agreement to collect and remove debris or other trash resulting from construction, major remodeling, general cleanup of property, or

resulting from a sizable amount of trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial customer, CONTRACTOR shall collect and remove such trash and debris and shall receive for such services a fee or charge mutually acceptable to CONTRACTOR and the requesting customer.

- C. CONTRACTOR shall comply with all applicable federal, state, and local laws including the Fair Labor Standards Act; rules, regulations orders and decrees of the Texas Department of Health; rules and regulations of the Texas Commission on Environmental Quality (TCEQ); and rules and regulations of the Environmental Protection Agency (EPA). In this regard, CONTRACTOR shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous or improper waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND EMPLOYEES AGAINST ANY CLAIM OR LIABILITY ARISING FROM OR BASED ON THE VIOLATION OF ANY SUCH LAWS, REGULATIONS, ORDINANCES, ORDER OR DECREE, WHETHER SUCH VIOLATION WAS BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR OR ASSIGNEE.

- D. CONTRACTOR agrees to furnish the CITY upon request a performance bond in the amount of \$250,000.00 to secure its performance of the services enumerated herein.
- E. CITY agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement including all duties and obligations required of residential and commercial customers.
- F. The CITY may inspect CONTRACTOR'S operations, equipment, and performance related to this Agreement at any reasonable time during normal business and CONTRACTOR shall furnish the CITY with reasonable opportunity to inspect CONTRACTOR'S operations, equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.
- G. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- H. Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

If to CITY:

City Manager
City of Mansfield
1305 E. Broad Street
Mansfield, Texas 76063

If to Republic Waste Services of Texas, Ltd.

Area President
Republic Waste Services of Texas, Ltd.
1212 East Harrison

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.

- I. It is understood and agreed that by execution of this Agreement, the CITY does not waive or surrender any of its governmental powers, or sovereign immunity.
- J. CONTRACTOR shall pay all federal, state, and local taxes including sales tax received from monies it collects from Commercial Customers, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR'S performance of this Agreement.
- K. CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR'S own expense, all disposal fees associated with the collection, removal and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as set forth in this Agreement.
- L. In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.
- M. Either CONTRACTOR or the CITY may request an audit of all account records by the CITY'S or CONTRACTOR'S outside, independent audit firm then engaged by the CITY or, as applicable, the CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the CITY or CONTRACTOR upon request by the other party.
- N. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- O. The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.
- P. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. This Agreement is performable in Tarrant County, Texas and mandatory venue shall lie in Tarrant County, Texas.

- Q. It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of the CITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR'S exclusive right of control. The doctrine of *respondeat superior* shall not apply between the CITY and CONTRACTOR, or any of CONTRACTOR'S agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between the CITY and CONTRACTOR.
- R. The CITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.
- S. CONTRACTOR stipulates that the CITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the CITY does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.
- T. This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

Republic Waste Services of Texas, Ltd.

By: Republic Waste Services of Texas GP, Inc., its General Partner

BY: _____
JAMES MACALUSO
VICE PRESIDENT

CITY OF MANSFIELD

BY: _____
CLAYTON W. CHANDLER
CITY MANAGER

ATTEST:

TRACY NORR
CITY SECRETARY

**ATTACHMENT I
(Page 1)**

**CITY OF MANSFIELD
REPUBLIC SERVICES
FRANCHISED CITY RATES**

EFFECTIVE OCTOBER 1, 2018

Residential

	<u>Trash Rate</u>	<u>Recycle</u>	<u>Rate</u>	<u>Total Rate</u>
Regular Residential	\$ 8.80	\$4.30		\$13.10
Senior Citizen/Handicapped	\$ 7.75	\$4.30		\$12.05

Add'l Residential Recycle Container	\$ 3.85 (each additional Recycling Container)
Replacement Recycling Container	\$64.31
Recycling Container Repair new lid, wheel, or axle)	\$12.85 (Resident caused damage only)

Commercial Cart Container Service	\$41.79
Additional Commercial Cart	\$10.00 (each additional trash cart)
Commercial Recycle Recycling Container	\$10.50
Add'l Commercial Recycle Recycling Container	\$4.92

Bulk Brush Collection per hour with a one-hour minimum charge \$125.00

COMMERCIAL FRONT-LOAD RATES

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	\$67.33	\$99.81	\$131.58	\$163.72	\$195.83	\$237.02	\$27.21
3 YD	\$78.97	\$142.31	\$199.61	\$260.99	\$322.39	\$393.11	\$37.71
4 YD	\$99.44	\$172.49	\$247.81	\$323.11	\$398.33	\$501.80	\$48.18
6 YD	\$125.03	\$221.44	\$317.86	\$414.27	\$510.71	\$669.04	\$62.84
8 YD	\$165.90	\$279.10	\$376.89	\$474.71	\$572.48	\$746.19	\$83.78
SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD COMP	\$235.66	\$349.35	\$460.54	\$573.03	\$685.42	\$829.56	\$95.25
3 YD COMP	\$276.39	\$498.07	\$698.62	\$913.45	\$1,128.36	\$1,375.87	\$131.98
4 YD COMP	\$348.04	\$603.72	\$867.33	\$1,130.90	\$1,394.16	\$1,756.29	\$168.63
6 YD COMP	\$437.59	\$775.04	\$1,112.50	\$1,449.95	\$1,787.48	\$2,341.65	\$219.95

Misc Charges – Commercial Front Load

	<u>Base Rate</u>
Delivery/Relocate Fee	\$86.85
Casters	\$19.64 per month
Obstruction, Return trip fee	\$20.08
Containers with enclosures or gates -	\$2.16 per lift
Lockbars	\$9.39 per month

Lockbar Installation Fee
Additional Yardage Fee

\$88.63 One-time installation fee
\$14.60 per cubic yard

COMMERCIAL ROLL-OFF RATES

Commercial Roll Off Rates					
SIZE	TYPE	DELIVERY	RENTAL MONTHLY	HAUL & DISPOSAL PER LOAD	DEPOSIT PER CONT
20 YD	OPEN	\$106.88	\$163.35	\$374.09	\$608.05
30 YD	OPEN	\$106.88	\$163.35	\$400.81	\$638.96
40 YD	OPEN	\$106.88	\$163.35	\$467.61	\$703.13
30 YD	COMP	NEGO	NEGO	\$480.96	NEGO
35 YD	COMP	NEGO	NEGO	\$514.38	NEGO
40 YD	COMP	NEGO	NEGO	\$534.41	NEGO
Obstruction/Return/Relocate Fee-Same as Delivery				\$106.88	N/A
Tonnage overage fee-loads exceeding 8 tons (per ton)				\$31.72	N/A
Compactor Around Turn Charge				\$60.00	N/A

Administrative fee for late payment - \$35 or 1.75% of past due amount, whichever is greater.

FRANCHISE FEE PERCENTAGE 8.00%

EFFECTIVE 10/01/18

ATTACHMENT II RESIDENTIAL RECYCLING

CITY and CONTRACTOR agree to an annual adjustment to the Residential Recycle Rate based on the provisions set forth in this Exhibit.

- I. Definitions:
- a. Annual Recycle Audit – means a process by which, CONTRACTOR will annually conduct an audit of loads received from the CITY at CONTRACTOR’s Materials Recovery Facility (MRF) over a period of one week. CONTRACTOR will take a portion of a load from each route on each collection day of the week, separate and weigh each Material Type to produce the percentage of each Material Type contained in the delivered materials. CONTRACTOR will produce a weighted average of each Material Type from all samples collected, to include in its annual reporting requirements as later described in this Exhibit.
 - b. Commodity Value- means the average amount CONTRACTOR receives per 12-month period on the sale of CONTRACTOR Materials processed at the facility receiving the CITY’s Recyclable Material.
 - c. Material Type - means the various types of materials contained in the residential recycle stream collected from the Residential Premises located in CITY, including, but not limited to; Old Corrugated Cartons (“OCC”), Mixed paper products, plastic containers, glass bottles and jars, steel and tin cans, aluminum cans, aseptic packaging (wax coated milk and juice cartons), non-recyclables, non-marketable materials and residual materials that are unable to be sorted and captured for resale.
 - d. Net Processing Rate – means the Commodity Value minus the Processing Rate.
 - e. Initial Net Processing Rate – means the Commodity Value minus the Processing Rate as of the effective date of this agreement, or the effective date of any renewal terms.
 - f. Processing Rate – means the current rate CONTRACTOR’s MRF charges to process Recyclable Materials.
 - g. Residential Recycle Rate – The total rate to be charged to CITY by CONTRACTOR for residential recycling collection and processing, which includes the Collection Component and the Processing Component.
- II. Calculation of the Net Processing Rate – For the purposes of this Agreement, the base value of the Processing Rate is \$80 per ton, and the Commodity Value is \$46.98 per ton, resulting in a base Net Processing Rate of (\$33.02) per ton.
- III. Residential Recycle Rate – The rate established herein for residential recycling shall be based on two separate components that collectively comprise the Residential Recycle Rate; a) the collection and hauling rate (“Collection Component”) and, b) the recycling processing and commodity sales component (“Processing Component”). The calculation for determining the base amount for the Collection Component and the Processing Component shall be as follows:
- | | |
|--|------------------------------------|
| Residential Recycle Rate effective October 1, 2018 - | \$4.30 |
| Annual tons of residential recycle materials collected - | 4,475 (Aug-2017 through July-2018) |
| Net Processing Rate | (\$33.02) |
| Net annual processing cost | (\$147,765) |
| Monthly Cost | (\$12,313) |
| Number of Homes | 19,136 |
| Monthly Processing Component per home | \$.64 |
| Monthly Collection Component per home | \$3.66 |
| Total Residential Recycle Rate | \$4.30 |

- IV. Annual Residential Recycle Rate Adjustment. On each anniversary of the Effective Date of this Agreement, CONTRACTOR will be allowed to adjust the Collection Component of the Residential Recycle Rate by the Percentage Increase or Percentage Decrease.

Contractor shall also evaluate the Processing Component of the Residential Recycle Rate based on any changes in Commodity Value and Processing Rates. The Contractor shall submit the adjusted Processing Component and the calculation used to determine the Net Processing Rate and Processing Component, to the CITY in conjunction with the Annual Adjustment of the Rates. The Net Processing Rate over the most recent twelve month period shall be compared to the last identified Net Processing Rate to determine the change in the Processing Component portion of the Residential Recycle Rate. CONTRACTOR shall provide CITY a report on a monthly basis detailing the commodity value by material type and processing rate of the CONTRACTOR's processing facility for CITY's recyclable materials. This report should capture the CONTRACTOR's cost and be in an acceptable form to CITY. The calculation of the twelve month period Net Processing Charge should be based on the data reported to CITY in this report.

- V. Initial Recycle Audit – CONTRACTOR and CITY agree to conduct an initial audit of the materials collected from the CITY's residential curbside recycling program sometime in October of 2018, which will establish the base percentage of Material Type's contained in the recovered materials.

- VI. Annual Recycle Audit – CONTRACTOR shall conduct an audit of the Material Type's each April or May beginning in 2019 and annually thereafter throughout the initial term of the Agreement, and any renewal terms.

The calculation used to determine the Residential Recycle Rate shall be as follows:

Example 1

Collection Component

Current Monthly Collection Component per home	\$3.66
Percentage Increase or Percentage Decrease	3.0%
Increase to Monthly Collection Component	\$.11
New Monthly Collection Component	\$3.75

Processing Component

Current Monthly Processing Component	\$.64
Current Commodity Value	\$45.00 per ton
Current Processing Rate	\$82.00 per ton
Net Processing Rate -	(\$37.00) per ton
Annual tons collected	4,475 tons
Annual Processing Cost	\$165,575
Monthly Processing Cost	\$13,978
Number Homes	19,136
New Monthly Processing Component	\$.73
New Monthly Collection Component	\$3.75
New Monthly Processing Component	\$.73
New Residential Recycle Rate	\$4.48
Total Increase %	4.18% (4.48-4.30)/4.30

Example 2

Collection Component

Current Monthly Collection Component per home	\$3.66
Percentage Increase or Percentage Decrease	3.0%
Increase to Monthly Collection Component	\$.11
New Monthly Collection Component	\$3.75

Processing Component

Current Monthly Processing Component	\$.64
Current Commodity Value	\$50.00 per ton
Current Processing Rate	\$80.00 per ton
Net Processing Rate -	(\$30.00) per ton
Annual tons collected	4,475 tons
Annual Processing Cost	\$134,250
Monthly Processing Cost	\$11,188
Number Homes	19,136
New Monthly Processing Component	\$.58
New Monthly Collection Component	\$3.75
New Monthly Processing Component	\$.58
New Residential Recycle Rate	\$4.33
Total Increase %	.0064% (4.33-4.30)/4.30

CITY and CONTRACTOR agree that any portion of the rate adjustment related to the Residential Recycling Rate exceeding the maximum annual increase of 3% are subject to the terms and conditions of Section 4, subsection E, the "Extraordinary Increase."

In the event the Net Processing Rate for any current year is greater than zero, CONTRACTOR agrees to share 50% of the savings with the CITY through either; a monthly reduction in the Monthly Residential Recycle Rate, or a lump sum payment to the CITY. The justification for the share percentage is to provide an equal partnership with the City that incentivizes CONTRACTOR to invest in, and engage in aggressive marketing efforts for the recovered commodities, and incentivizes the CITY and CONTRACTOR to engage in community educational outreach efforts to reduce the contaminants in material stream, which could lead to lower processing costs and higher commodity sales.

ATTACHMENT III
Mansfield, Texas - Miscellaneous Rate Sheet

ARLINGTON LANDFILL, 800 Mosier Valley Road, Arlington, TX
FORT WORTH SOUTHEAST LANDFILL, 6288 Salt Road, Fort Worth, TX
(Leased and Operated by Republic Waste Services of Texas, Ltd.)

GATE RATE SCHEDULE

(Effective October 1, 2018)

Trash Disposal

Vehicle Size

Mansfield Residents

Must have valid driver license and copy of a current utility bill.

Automobiles, Station Wagons, Pickups (with no sideboards)

\$15/each

Pickups or Automobiles with Trailers attached, Less Than 8 Feet in Length (with no sideboards on pick-up or trailer)

\$15 for p/u load and \$15 for trailer load

Pickup and Trailers, Less Than 8 Feet in Length with After Market Sideboards Attached to Truck or Trailer

\$45/ton \$70 Minimum

Pickups or Automobiles with Trailers Attached, Greater Than 8 Feet in Length

\$45/ton \$70 Minimum

Semi-trailers, Dump Trucks and Trucks Larger Than Pickups

\$45/ton \$70 Minimum

Special Item Disposal

Tarp Charge for Improperly Tarped Vehicles - State Regulation

\$15/Vehicle

Automobile / Pickup Tires (NO Rims)

\$11/each Limit of 4

Large Truck Tires (NO Rims)

\$20 - Limit of 4

Large Tires with Rims

Not Accepted

Agricultural Tires (NO Rims)

\$175/each - Limit of 2

Livestock

\$15/each

Clean Dirt

No Charge

Special Handling Charge (rootballs, etc.)

\$65 per load

Brush Processing

Grass & Leaves only (Customer to de-bag on site)

No Charge

Mansfield Residents

\$4/cy \$20 Minimum

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL AT ARLINGTON LANDFILL:

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste

BRUSH RATES

Pick-up truck	\$25.00
10' Trailer	\$45.00
12' Trailer	\$55.00
14' Trailer	\$65.00
16' Trailer	\$75.00
18' Trailer	\$85.00
20' Trailer	\$95.00

Note: Disposal rates set forth above apply to Mansfield residential customers only, schedule is not applicable for commercial contractors.

Attachment IV
CART SPECIFICATIONS
Universal Container for Recycling Collection

The container shall be designed for the collection of recycling materials. The container shall meet ANSI Z245.30-2006 specifications. The container must be manufactured under strict ISO 9001 Certification guidelines.

The Container shall be designed to dump into standard rear load garbage truck, manual side loader, front load garbage truck, fully automated refuse vehicle, or a recycling vehicle meeting ANSI approved lifters.

The body and the lid of the container shall be formed from the same molding process using first quality high-density polyethylene, HDPE.

Material must be **UV stabilized** for maximum protection. No less than .5% (one half of one percent) Tinuvin\Chimassorb 783 or the approved equivalent.

Capacity: volume shall be a minimum 64 or 95 US liquid level, body only, +/- 1%.

Load rating: 95 gallon -335 lbs. 65 gallon - 220 lbs.

Wall of the body shall have a thickness with a minimum of nominal 0.161 inch.

Bottom - molded reinforced bottom for protection from excessive wear.

Lid shall not be flat and shall overlap the body; shall open to a minimum 270 degrees. Lid shall be integrally attached to body by a rustproof fastener system. It shall be designed to prevent rainwater and rodents from entering the container. Lid shall have minimum nominal 0.125 inch thickness. Lid shall include mold in graphics detailing materials to be collected and proper utilization of the cart. The lid shall be designed to enable the free and complete flow of refuse from the container during the dumping cycle.

Each container shall be fitted with a minimum 3/4" diameter, cold-rolled, galvanized steel axle which shall be mounted in the cart body through yokes molded into the cart body and providing permanently lubricated bearing surfaces.

Each container shall be equipped with two (2) plastic molded/snap-on wheels, rated for 200 lbs. load per wheel. Wheel diameter shall be a minimum of ten (10") inches.

The containers, when empty, shall be stable and not blown over in winds from any direction up to forty (40) mph

The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

The container body and lids shall be manufactured from materials that may be recycled at the end of the useful life.

Carts shall have a minimum ten (10) year warranty. The container shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for ten (10) years.

SOLID WASTE CONTRACT PROPOSALS



OPTION 1 CURRENT SERVICE

- Maintain all current services



OPTION 2 GARBAGE CART SERVICE

- The industry standard for garbage carts is a weekly service
- Since Option 2 is a completely new service, questions in survey were selected to determine impact to residents



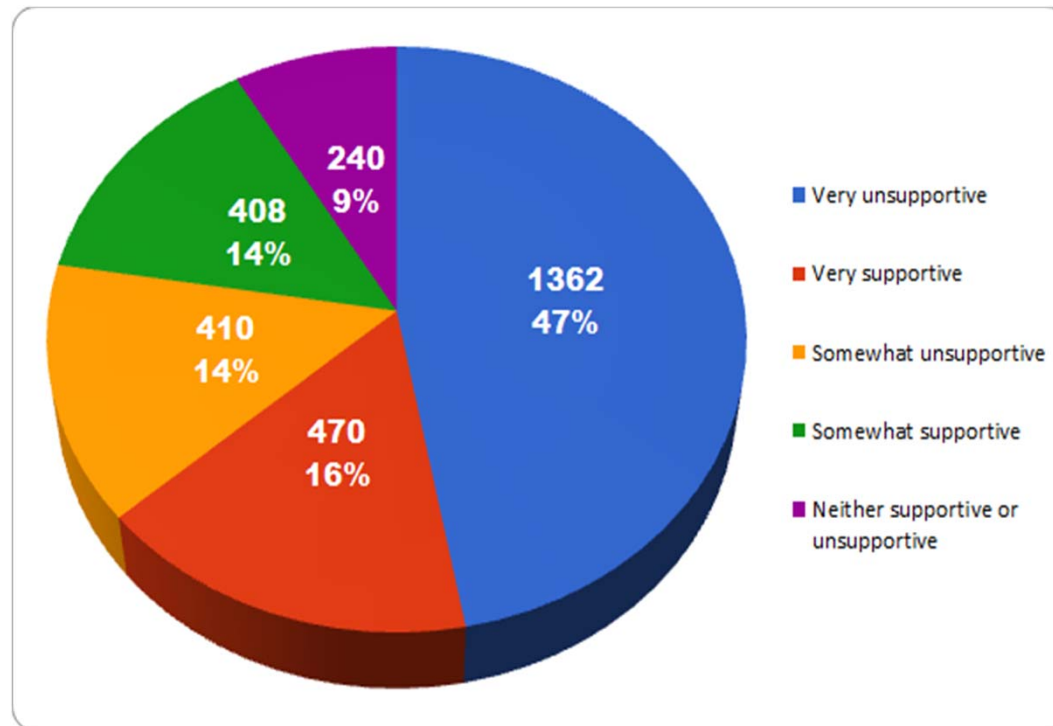
SUMMARY OF RESPONSES:

- Day 1 - 1,961 Responses
- Day 2 - 324 Responses
- Day 3- 76 Responses
- Day 4 - 346 Responses
- Day 5 - 69 Responses
- Day 6 & 7 - 63 Responses

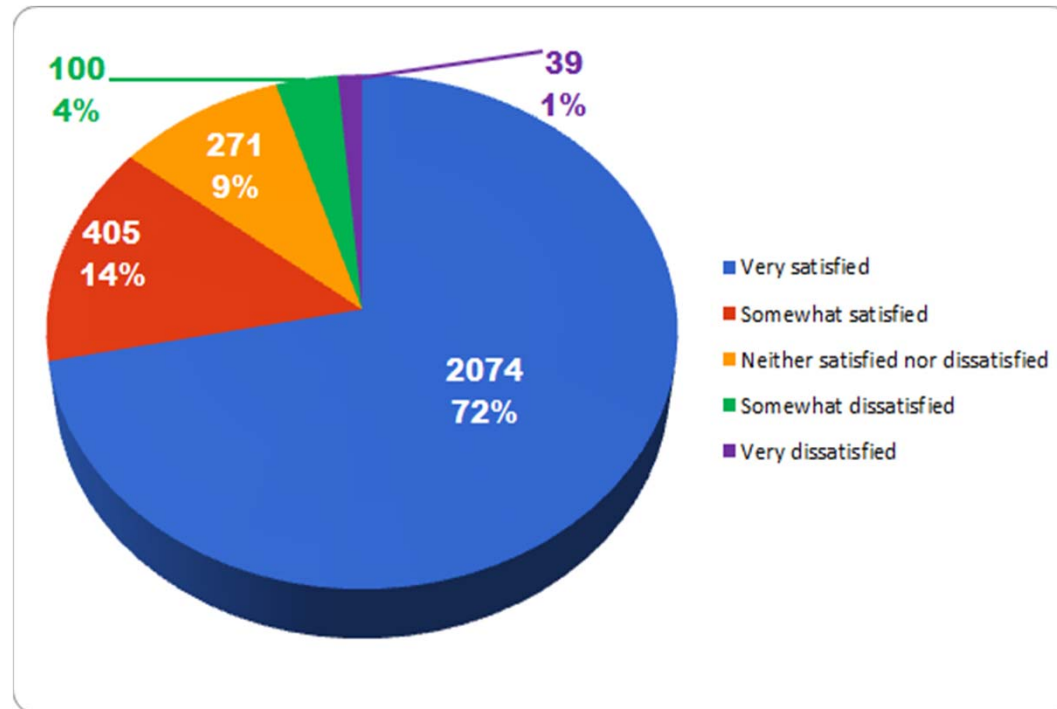
* All others below 20 Responses/Day



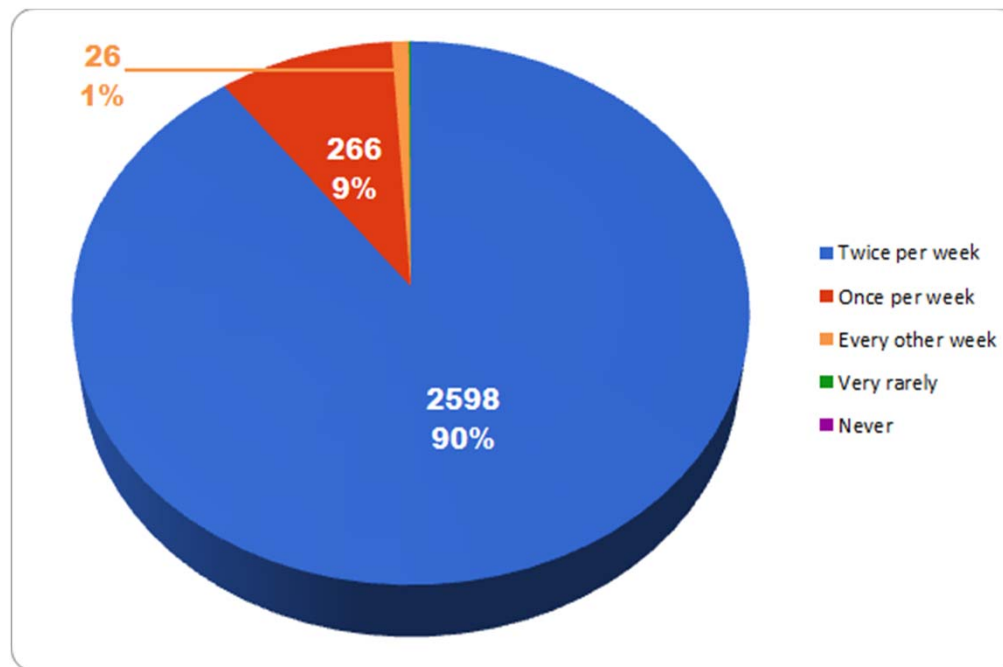
HOW SUPPORTIVE ARE YOU OF A TRANSITION TO ONCE PER WEEK CART BASED GARBAGE COLLECTION?



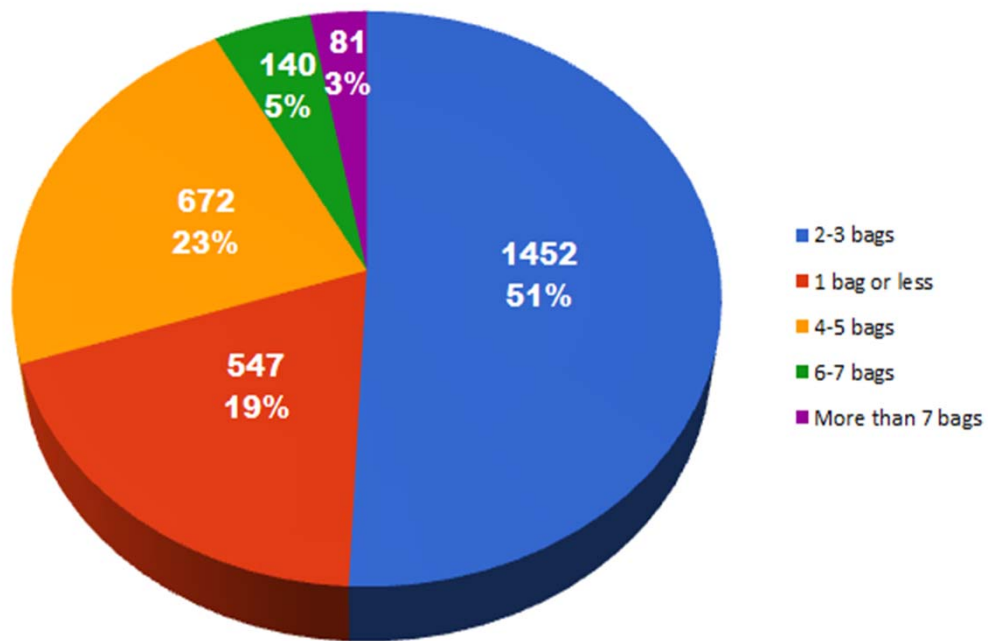
HOW SATISFIED / DISSATISFIED ARE YOU WITH THE CURRENT BAG-BASED GARBAGE SET-OUT COLLECTION?



ON AVERAGE HOW OFTEN DO YOU SET GARBAGE OUT FOR COLLECTION?

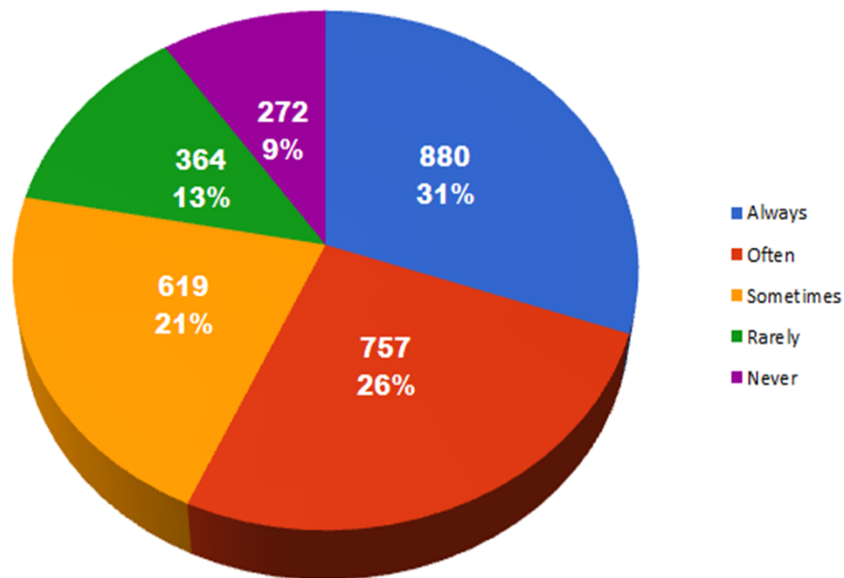


ON AVERAGE / EACH COLLECTION DAY HOW MANY 13-GALLON BAGS DOES YOUR HOUSEHOLD GENERATE?



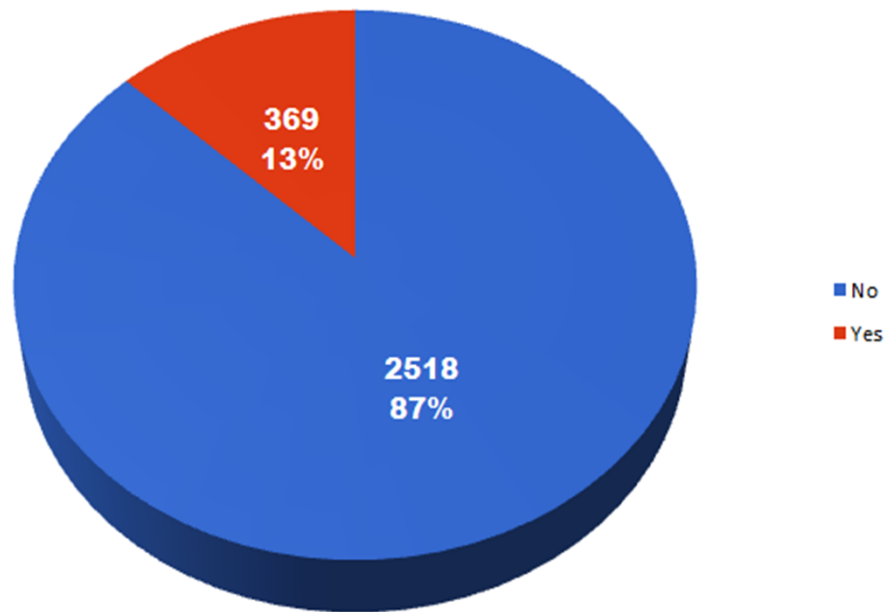
- Nearly 70% of households can be serviced with one cart
- 7.65% will definitely need extra cart

IF YOU HAD A 95-GALLON CART EMPTIED ONCE PER WEEK HOW OFTEN WOULD THIS SERVICE PROVIDE SUFFICIENT DISPOSAL?



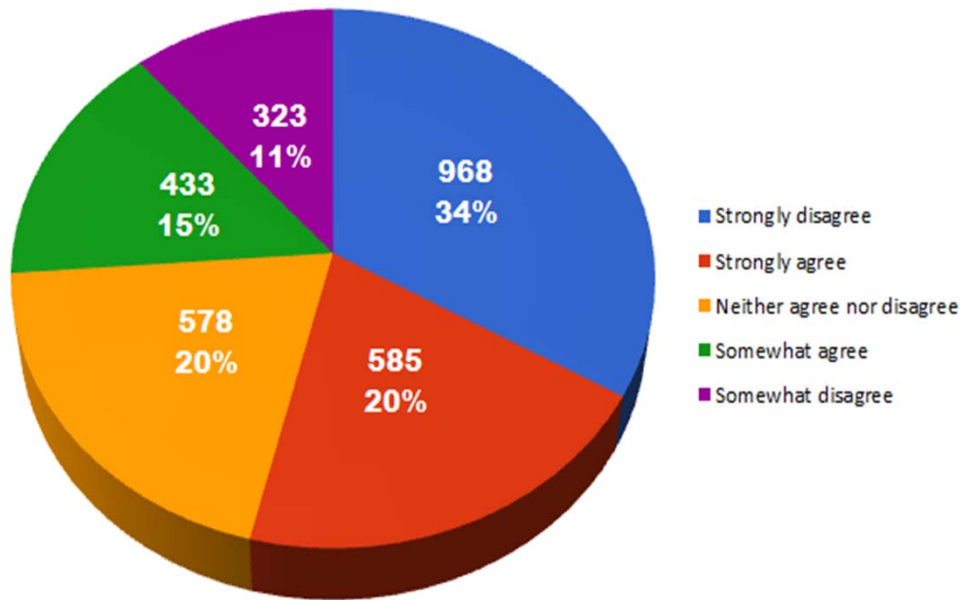
- While 70% can be serviced only 30% believe it will be the case
- Concerns about adequate service one of most frequent expressed

**IF A SECOND 95-GALLON GARBAGE CART WERE AVAILABLE FOR COST
WOULD YOU REQUEST A SECOND CART FOR A 1X/WEEK COLLECTION?**



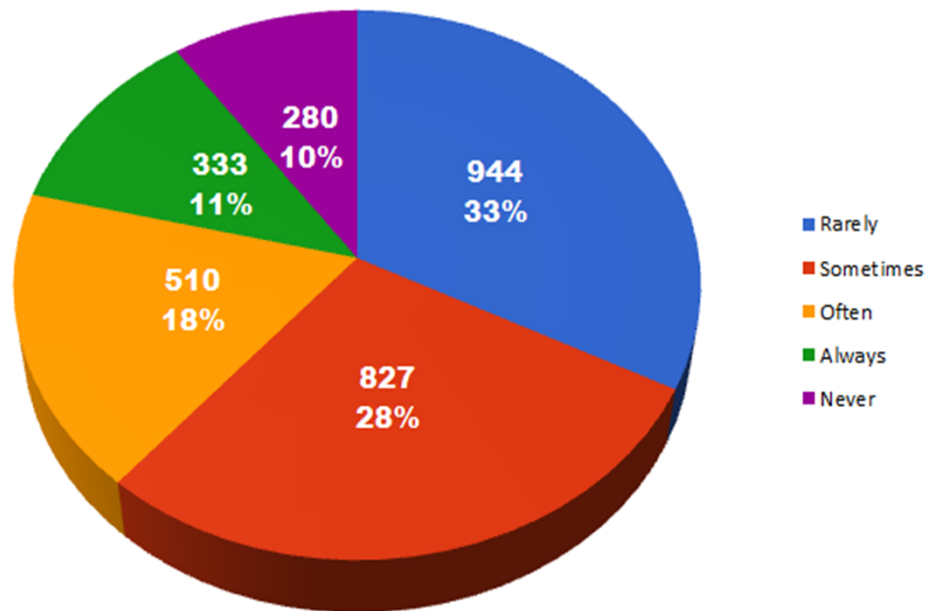
- Exceeds the 7.65% that would certainly need the additional cart

TO WHAT EXTENT WOULD YOU AGREE IT WOULD BE A BENEFIT TO HAVE A CITY ISSUED GARBAGE CART?



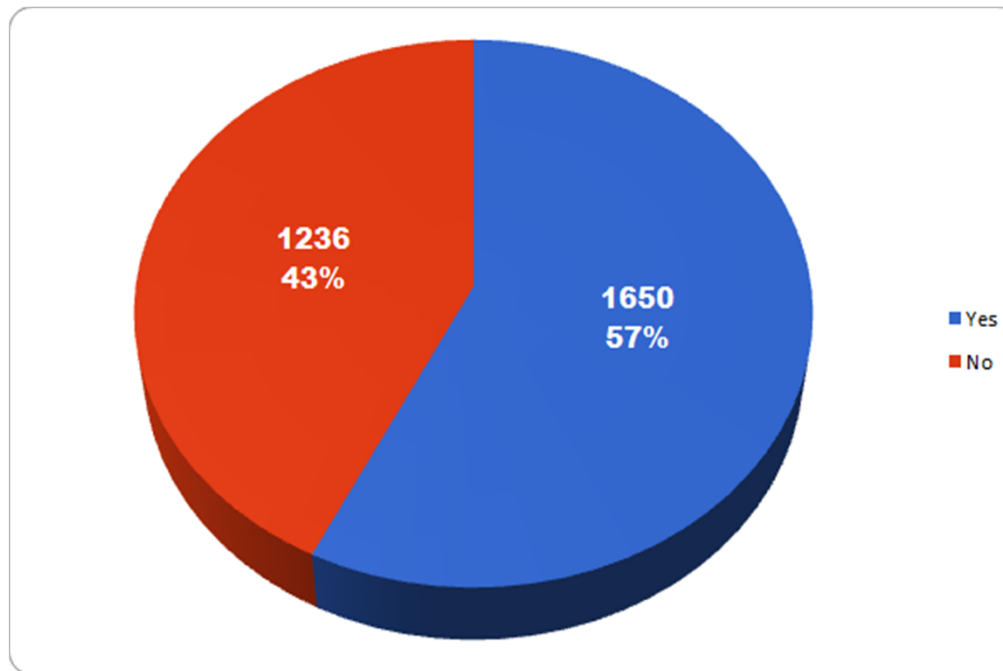
- Staff does receive requests from new residents about where to get a garbage cart
- Vendor provided carts have a uniform aesthetic
- Reduces potential for scatter

HOW OFTEN DO YOU NOTICE GARBAGE, CANS AND/OR LIDS ARE SCATTERED?

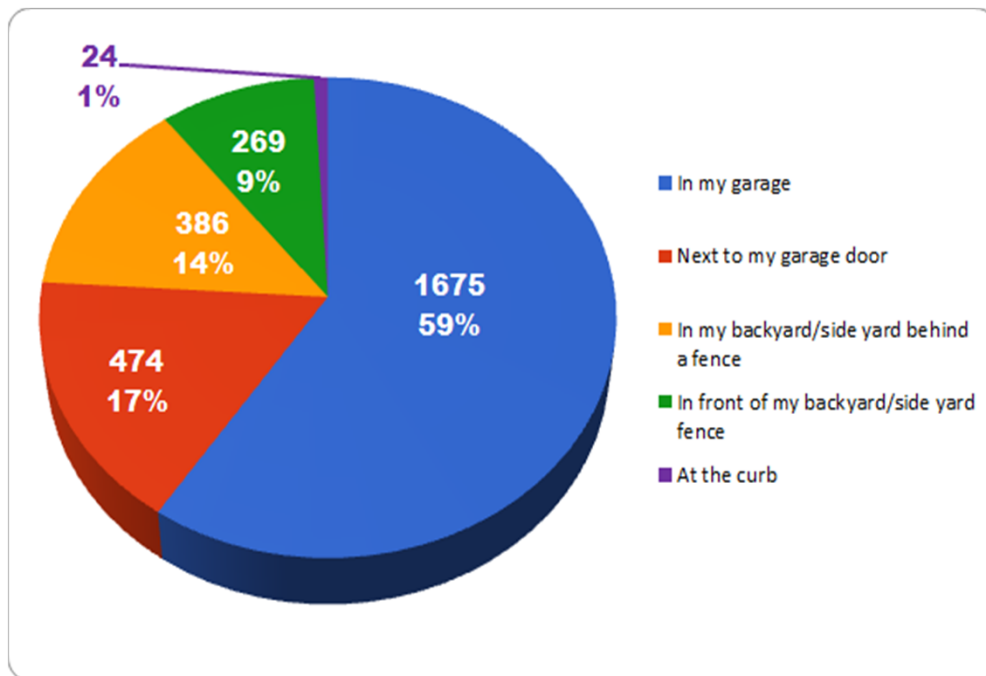


- Similar question asked in recycling survey
- Smaller % responded a concern now showing an improvement in responses after recycling carts implemented

**IF PROVIDED A 95-GALLON GARBAGE CART
WOULD YOU BE ABLE TO STORE IT NEXT TO YOUR RECYCLING CART?**

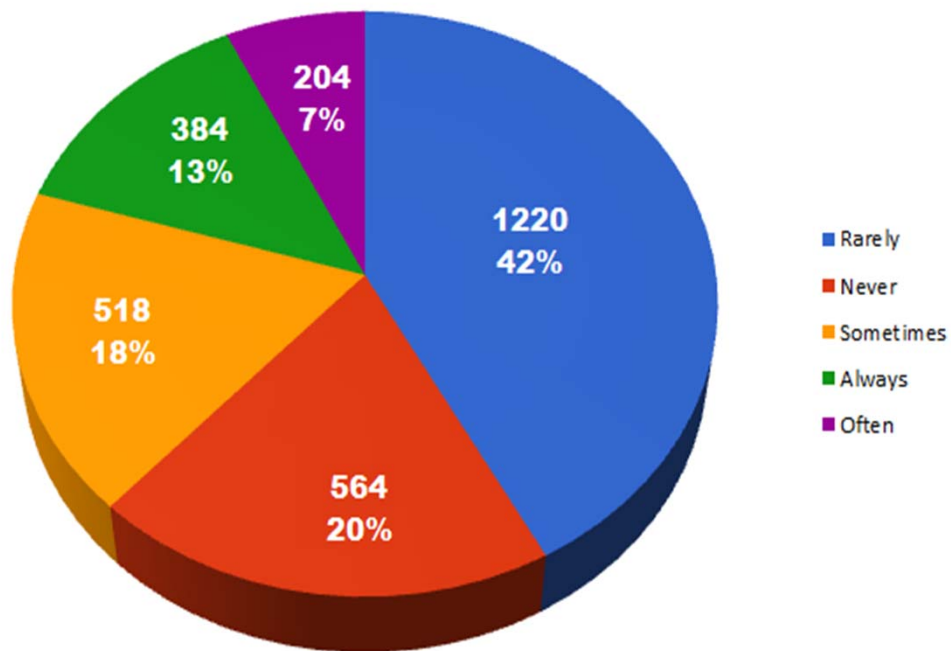


WHERE DO YOU CURRENTLY STORE YOUR RECYCLING CART ON NON-COLLECTION DAYS?



- Carts potentially visible at about 25% of homes
- Rarely receive complaints about visible carts
- Concerns could be addressed through ordinance language

HOW OFTEN ARE RECYCLABLES PLACED IN YOUR GARBAGE?



- Indicates many households could place recyclables in recycling cart reducing volume of garbage