



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, December 10, 2018

6:00 PM

Council Chambers

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#### REGULAR MEETING

1. **6:00 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 Property on SH 287

Seek Advice of City Attorney Regarding Approved Subleases with DSE Hockey Centers, L.P.

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

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

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

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

4. **INVOCATION**

5. **PLEDGE OF ALLEGIANCE**

**6. TEXAS PLEDGE**

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

**7. 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.*

**8. COUNCIL ANNOUNCEMENTS****9. 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

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

[18-2946](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District and I-1 Light Industrial District to PD Planned Development District for I-1 Light Industrial Uses on Approximately 155.223 Acres Out of the J. Wheeler Survey, Abstract No. 571, Johnson Co, TX, Generally Located at the Southeast Corner of Easy Dr. & 7th Ave. and 14.395 Acres Out of the W. Styles Survey, Abstract No. 791, Johnson Co, TX, Generally Located at the Northwest Corner of Hanks Drive & 7th Avenue, Altogether Totalling Approximately 169.618 Acres; Richard Nevins of the Mansfield Economic Development Corporation (ZC#17-010)

**Presenters:** Joe Smolinski and Lisa Sudbury

**Attachments:** [Ordinance](#)

[Maps and Supporting Information](#)

[Conceptual Site Plan](#)

[Exhibit A](#)

[Exhibit B](#)

[18-2948](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 1.3 Acres Being a Portion of Lot 5, Block 3 of the Original Town of Britton, Generally Located at 913 Cope St.; Jordan Riness of Riness Holdings LLC (ZC#18-022)

**Presenters:** Joe Smolinski and Lisa Sudbury

**Attachments:** [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A](#)

[Exhibit B](#)

[18-2949](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 0.28 Acres Known as Lot 18, Block 5 of the Hillcrest Addition, Generally Located at 801 Stell Avenue; City of Mansfield (ZC#18-023)

**Presenters:** Joe Smolinski and Lisa Sudbury

**Attachments:** [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A](#)

[Exhibit B](#)

[18-2990](#)

Resolution - Resolution Authorizing the City Manager or his Designee to Execute a Memorandum of Understanding with the Mansfield Area Tennis Association for Construction of Tennis Courts at Clayton W. Chandler Park

**Presenters:** Shelly Lanners and Matt Young

**Attachments:** [Resolution](#)

[MOU Mansfield Area Tennis Association](#)

[18-2997](#)

Resolution - A Resolution to Consider an Agreement between the Mansfield Historical Society and the City of Mansfield Regarding the Exchange of Property Located at 102 N. Main Street, Mansfield, TX 76063

**Presenters:** Shelly Lanners and Yolanda Botello

**Attachments:** [Resolution](#)

[Agreement](#)

[18-2989](#)

Minutes - Approval of the November 12, 2018 Regular City Council Meeting Minutes

**Presenters:** Shelly Lanners and Tracy Norr

**Attachments:** [11-26-18 DRAFT Meeting Minutes](#)

**END OF CONSENT AGENDA**

**12. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the December 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, December 6, 2018 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Tracy Norr, City Secretary

Approved as to form:

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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: 18-2946

**Agenda Date:** 12/10/2018

**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 PR Pre-Development District and I-1 Light Industrial District to PD Planned Development District for I-1 Light Industrial Uses on Approximately 155.223 Acres Out of the J. Wheeler Survey, Abstract No. 571, Johnson Co, TX, Generally Located at the Southeast Corner of Easy Dr. & 7th Ave. and 14.395 Acres Out of the W. Styles Survey, Abstract No. 791, Johnson Co, TX, Generally Located at the Northwest Corner of Hanks Drive & 7th Avenue, Altogether Totaling Approximately 169.618 Acres; Richard Nevins of the Mansfield Economic Development Corporation (ZC#17-010)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission held a public hearing on October 15, 2018, and voted 6-0 to approve with the condition that concrete be used for the open storage surfaces rather than gravel or asphalt. The applicant has not made changes to their plans.

**Description/History**

**First Reading**

The subject property consists of 169.618 acres located at the southeast corner of Easy Drive & 7th Avenue and the northwest corner of Hanks Drive & 7th Ave. There are two existing gas well sites on the property; the remainder of the property is vacant land. The applicant is requesting to re-zone the property from PR Pre-Development District and I-1 Light Industrial District to PD Planned Development District for I-1 Light Industrial uses.

**Planned Development Regulations**

The applicant notes that the general purpose of the development is to expand the existing industrial park in the area for the development of light industrial, high-tech manufacturing, research, processing, assembly, warehousing, distribution, logistics, and other light industrial uses, as well as supporting business service and office uses.

The Planned Development regulations will follow the standards for I-1 zoned properties as it relates to permitted uses, area and height regulations, signage, parking and loading, landscaping and screening, trash and recycling screening, and residential proximity, as noted in the Zoning Ordinance. The exterior building materials will be required to be 100% masonry, tilt-up concrete walls, pre-cast concrete walls, or cast-in-place concrete walls. This exceeds the typical requirements for I-1 zoned properties. The building

material requirements shall not apply to windows and doors, awnings and canopies, metal cap flashings, trim, accents, or similar architectural features. Open storage will be allowed in this development, however it shall be required to be placed on gravel, asphalt, or concrete surface kept in good condition, free from weeds and debris, and screened from the street by an eight-foot-high opaque fence maintained in good condition and designed to meet the minimum requirements of Section 7302.B of the Zoning Ordinance. The fence may be substituted with a hedge row of dense evergreen plantings designed to form a visual screen at least six feet in height at the time of installation. Outside storage shall not be stacked or raised to a level that is visible from the street over the screening device.

#### Conceptual Site Plan

The applicant has provided two versions of a conceptual site plan to illustrate the type of development and general layout that could be accommodated on the site. One version shows potential building and parking layouts and the other version just shows a general, more updated roadway layout. The plan is for illustrative purposes only and will not be attached to the Planned Development. The provided plan may require changes to accommodate Engineering and Fire Department requirements and the layout of the plan will also be driven by the individual end users that will occupy the development and how much building space, land area, and parking they will require. The plan will also be determined by whether the gas well sites will remain, and if they do, the building setback and screening requirements will need to be accommodated for. Staff will ensure the development will adhere to the I-1 zoning standards and the architectural and outside storage standards specified in the PD at the time building permits are sought.

#### Summary

The proposed development will allow for the addition of new, higher-quality light industrial development in the City's industrial area, which will increase the City's industrial base, create new jobs, allow for the expansion and retention of existing businesses, allow for the recruitment of new businesses, and create a high quality development with modern buildings that will exceed the architectural standards typically seen in industrial areas.

#### Second Reading

The City Council held a public hearing and first reading on November 12, 2018, and voted 7-0 to approve with the condition that all outside storage will be on concrete surfaces. The applicant has revised the outside storage and screening requirements section of the planned development regulations to specify that "open storage in this Planned Development shall be placed on a concrete surface and shall be screened from the street by an eight-foot-high opaque screening device that is consistent throughout the development." The opaque screening device may also still be substituted with a hedge row of dense evergreen plants to form a visual screen.

#### Third Reading

The City Council held a public hearing and second reading on November 26, 2018 and voted 7-0 to approve.

#### **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 I-1 LIGHT INDUSTRIAL 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 planned development standards shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

First reading approved on the \_\_\_\_\_ day of \_\_\_\_\_, 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.

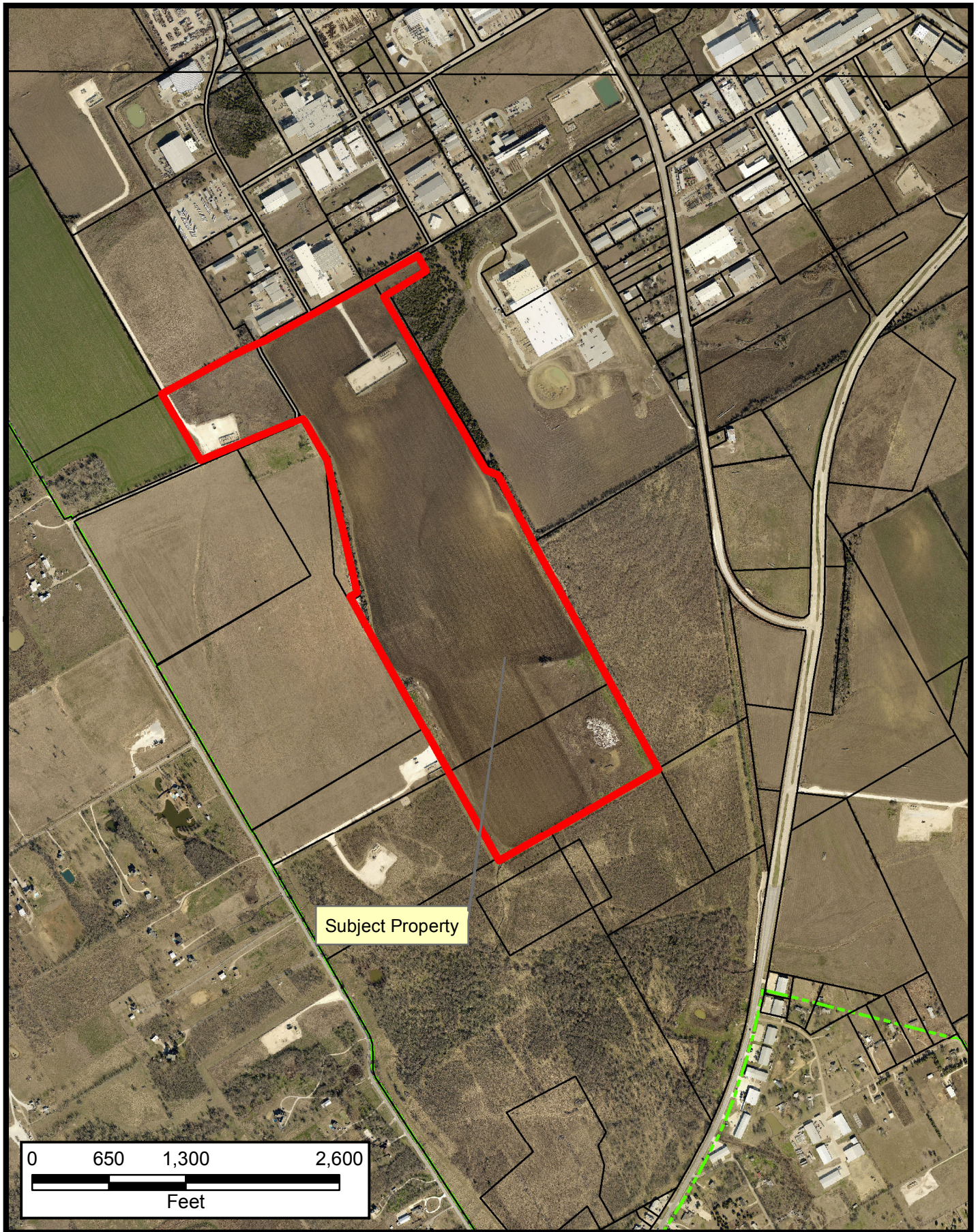
\_\_\_\_\_  
**David L. Cook, Mayor**

ATTEST: \_\_\_\_\_  
**Tracy Norr, City Secretary**

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
**Allen Taylor, City Attorney**





Subject Property

0 650 1,300 2,600  
Feet

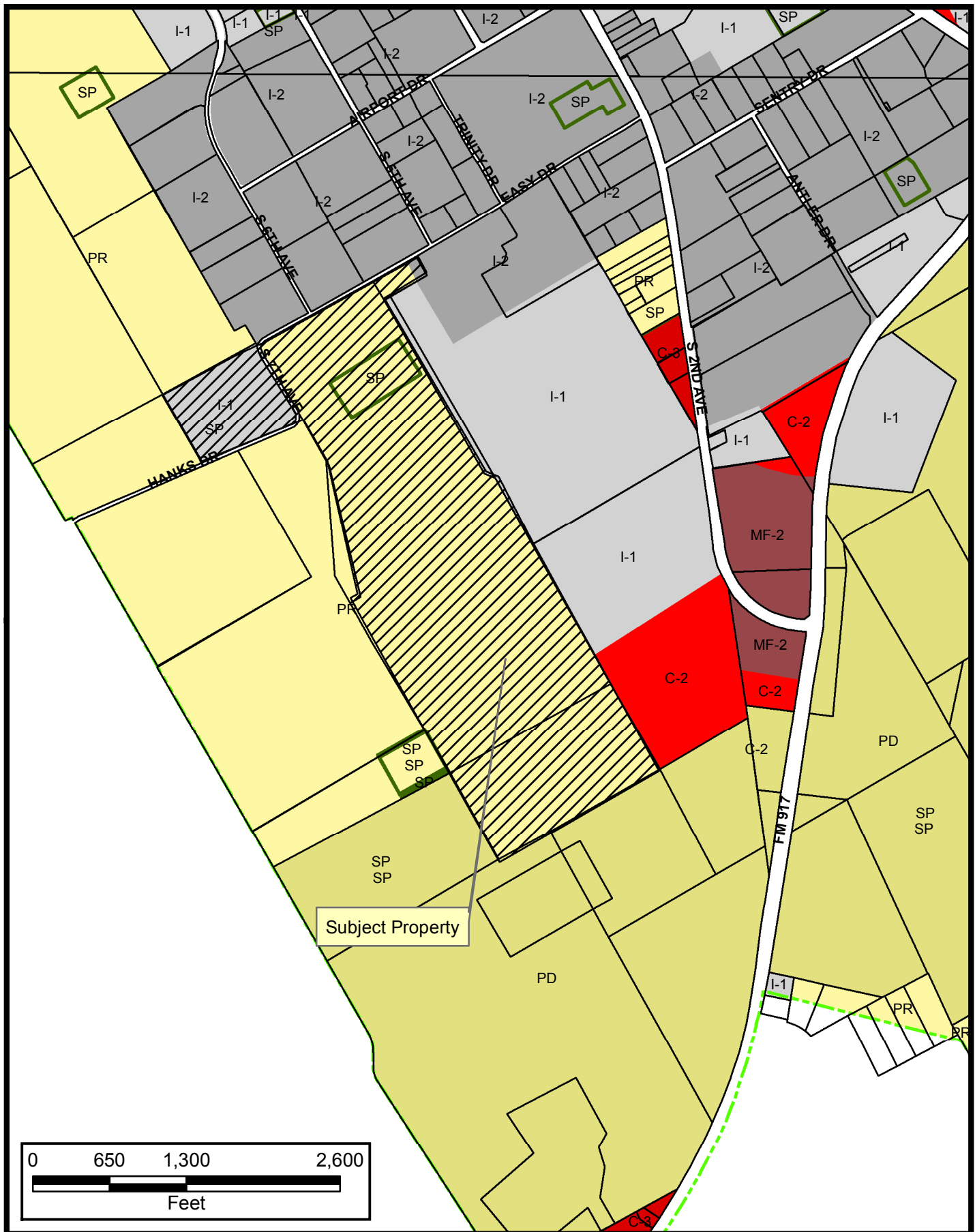


**ZC#17-010**

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.

10/3/2018



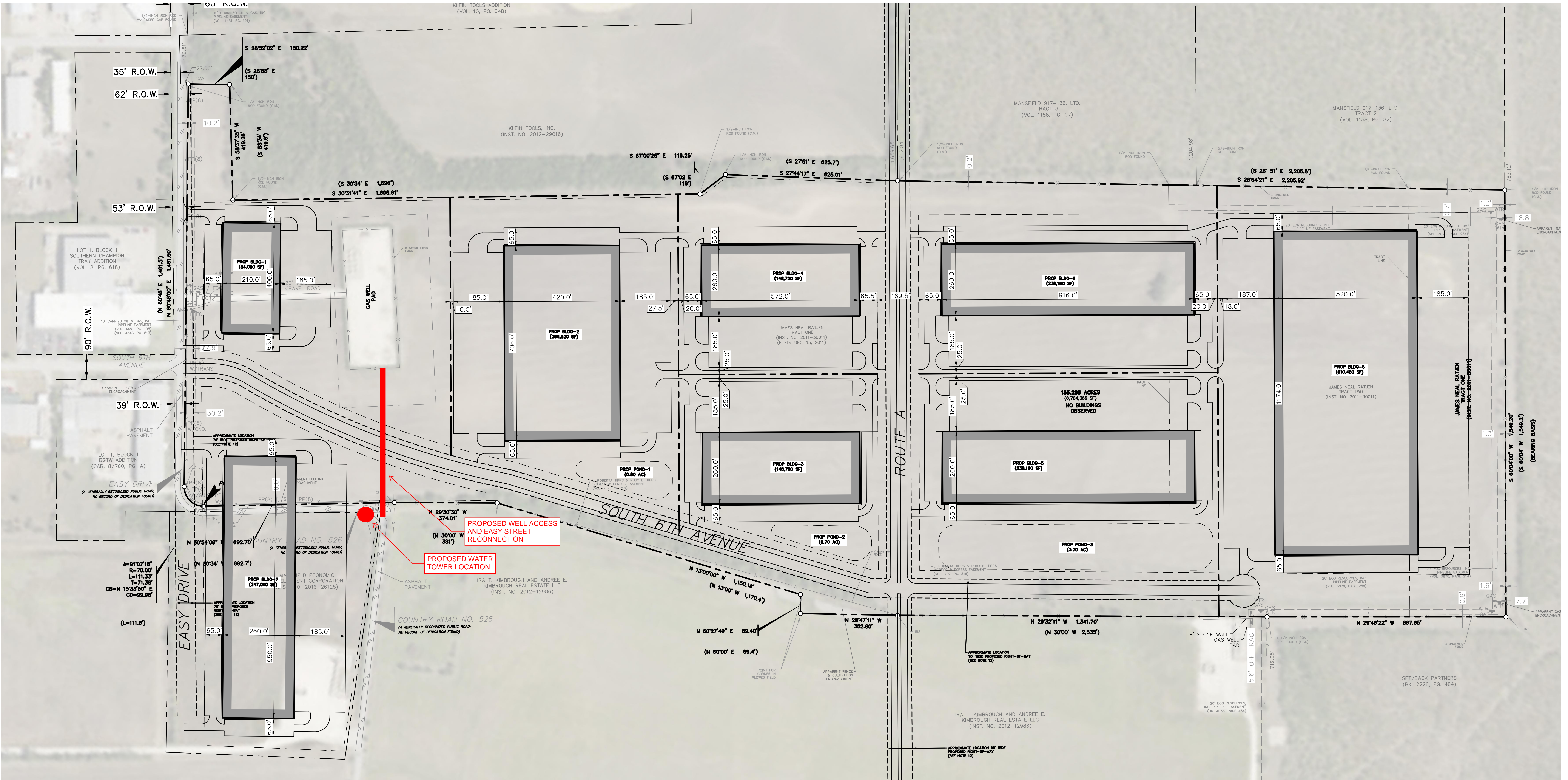
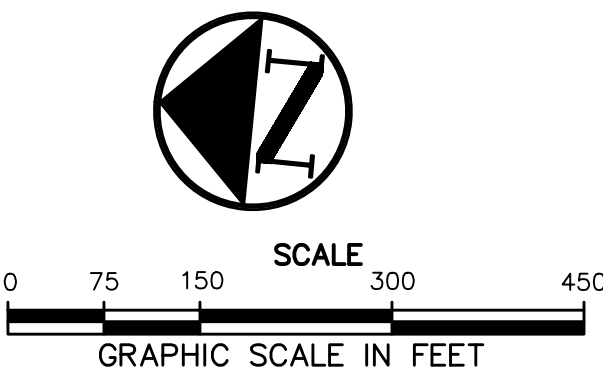


## Property Owner Notification for ZC#17-010

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BGTW ADDITION	BLK 1	BGTW GROUP LLC	950 S 6TH AVE	MANSFIELD, TX	76063
E MC ANIER	TR 1	RATJEN JAMES NEAL	4409 CR 613	ALVARADO, TX	76009
E MC ANIER	TR 2	KLEIN TOOLS INC	450 BOND ST	LINCOLNSHIRE, IL	60069
J C GUEST	TR 1,2	UNITED COOPERATIVE SERVICES INC	P O BOX 16	CLEBURNE, TX	76033-0016
J HENDERSON	TR 1,2,3 (66) 1,2 (1,2) 3 (2)	SET BACK PARTNERS	100 N MITCHELL RD	MANSFIELD, TX	76063
J HENDERSON	TR 1A,2A,3A	MANSFIELD ISD	605 E BROAD ST	MANSFIELD, TX	76063
J Q WHEELER	TR 1	KIMBROUGH IRA T & ANDREE E	PO BOX 1369	GLEN ROSE, TX	76043-1369
J Q WHEELER	TR 2, 4	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063
J Q WHEELER	TR 3	KLEIN TOOLS INC	450 BOND ST	LINCOLNSHIRE, IL	60069
R A DAVIS	TR 1A,2A	MANSFIELD ISD	605 E BROAD ST	MANSFIELD, TX	76063
S M KEMP	TR 1	KIMBROUGH IRA T & ANDREE E	PO BOX 1369	GLEN ROSE, TX	76043-1369
SOUTHERN CHAMPION TRAY	BLK 1	SOUTHLAND PARTNERS GP	220 COMPRESS ST	CHATTANOOGA, TN	37405
SOUTHERN CHAMPION TRAY	BLK 1	ZEISER FAMILY PARTNERS LP	220 COMPRESS ST	CHATTANOOGA, TN	37405
T J HANKS	TR 14	SKG HOLDINGS LTD	2910 OAK TRAIL CT	ARLINGTON, TX	76016
T J HANKS	TR 3	KNAPP JAMES H JR TR	P O BOX 2243	MANSFIELD, TX	76063
T J HANKS	TR 4A	MANSFIELD ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766
W M STILES	TR 1	KNAPP JAMES J JR	P O BOX 2243	MANSFIELD, TX	76063
W M STILES	TR 2	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063
W M STILES	TR 3	KIMBROUGH IRA T & ANDREE E	PO BOX 1369	GLEN ROSE, TX	76043-1369
W M STILES	TR 3A	MANSFIELD ISD	605 E BROAD ST	MANSFIELD, TX	76063

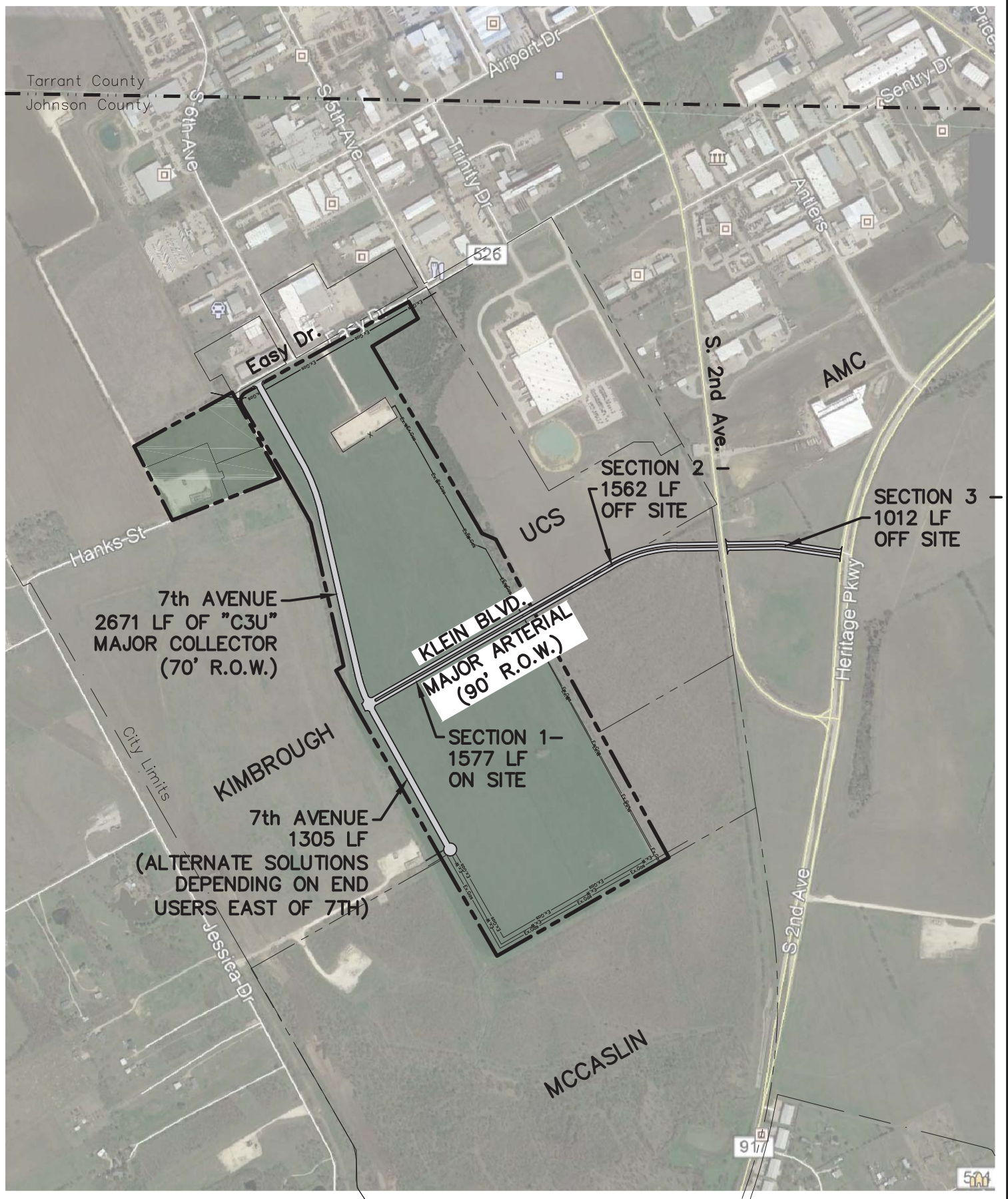


ZC#17-010 - CONCEPTUAL SITE PLAN





P:\2018\2018031 - Cameron Pope (Mansfield)\Contract\Reference Material\2018031~base-w-road-sd.dwg :: 2018-08-01, 4:58 PM :: tfortune



Mansfield International  
Business Park  
  
Mansfield, Texas

## Roadway Exhibit A-1

SCALE:  
1" = 1000'

DATE:  
8/1/18

SHEET:  
A-1

**EXHIBIT A - ZC#17-010**

**LEGAL DESCRIPTION – 155.223 ACRE TRACT**

DESCRIPTION of a 155.223 acre tract of land situated in the John Q. Wheeler Survey, Abstract No. 903, and the Elizabeth Mcanier Survey, Abstract No. 571, City of Mansfield, Johnson County, Texas; said tract being all of that tract of land described as Tract One and Tract Two described in Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in Instrument No. 2011-30011 of the Official Public Records of Johnson County, Texas; said 155.288 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod with "PACHECO KOCH" cap set at the intersection of the apparent east right-of-way line of Country Road No. 526 (a generally recognized public road; no record of dedication found) and the apparent south right-of-way line of Easy Drive (a generally recognized public road; no record of dedication found); said point being the northwest corner of said Tract One and the beginning of a curve to the right;

THENCE in a northerly direction along said curve, having a central angle of 91 degrees, 07 minutes, 21 seconds, a radius of 70.00 feet, a chord bearing and distance of North 15 degrees, 40 minutes, 05 seconds East, 99.96 feet, an arc distance of 111.33 feet to a ½" iron rod with "PACHECO KOCH" cap set at the end of said curve;

THENCE North 60 degrees, 54 minutes, 15 seconds East, along the said apparent south line of Easy Drive, a distance of 1,461.50 feet to a ½" iron rod found for corner in the west line of that tract of land described in Special Warranty Deed to Klein Tools, Inc. recorded in Instrument No. 2012-29016 of the said Official Public Records; said point being the most northerly northeast corner of said Tract One;

THENCE along the east line of said tract One and the said west line Klein Tools, Inc. Tract, the following five (5) calls:

South 28 degrees, 45 minutes, 47 seconds East, a distance of 150.22 feet to a ½" iron rod found for corner;

South 58 degrees, 43 minutes, 50 seconds West, a distance of 419.26 feet to a ½" iron rod found for corner;

South 30 degrees, 25 minutes, 26 seconds East, a distance of 1,696.61 feet to a ½" iron rod found for corner;

South 66 degrees, 54 minutes, 10 seconds East, a distance of 116.25 feet to a ½" iron rod found for corner;

South 27 degrees, 38 minutes, 02 seconds East, a distance of 625.01 feet to a ½" iron rod found for corner; said point being the southwest corner of said Klein Tools, Inc. tract and the northwest corner of that tract of land described as Tract 3 in Warranty Deed to Mansfield 917-136, Ltd. Recorded in Volume 1158, Page 97 of the Real Records of Johnson County, Texas;

THENCE South 28 degrees, 45 minutes, 24 seconds East, continuing along the said east line Tract One and the west line said Tract 3, a distance of 2,204.44 feet to a 3/8" iron rod found for corner in the north line of that tract of land described in Warranty Deed With Vendor's Lien for Set/Back Partners recorded in Book 2226, Page 464 of the said Official Public Records; said point being the southeast corner said Tract One and the southwest corner of that tract of land

**EXHIBIT A - ZC#17-010**

described as Tract 2 in Warranty Deed to Mansfield 917-136, Ltd. recorded in Volume 1158, Page 82 of the said Deed Records;

THENCE South 60 degrees, 07 minutes, 33 seconds West, along the south line said Tract One and the said north line Set/Back Partners Tract, a distance of 1,547.48 feet to a ½" iron rod with "PACHECO KOCH" cap set for corner; said point being the southwest corner of said Tract One and an interior corner of said Set/Back Partners Tract;

THENCE North 29 degrees, 40 minutes, 07 seconds West, along the west line said Tract One and an east line said Set/Back Partners Tract; a distance of 867.65 feet to a ½" iron pipe found for corner; said point being the most northerly northeast corner of said Set/Back Partners Tract and the southeast corner of that tract of land described in Special Warranty Deed to Ira T. Kimbrough and Andree E. Kimbrough Real Estate LLC recorded in Instrument No. 2012-12986 of said Official Public Records;

THENCE along the said west line of Tract One and the east line of said Kimbrough Tract, the following five (5) calls:

North 29 degrees, 25 minutes, 56 seconds West, a distance of 1,341.70 feet to a ½" iron rod with "PACHECO KOCH" cap set for corner;

North 28 degrees, 40 minutes, 56 seconds West, a distance of 352.80 feet to a point for corner;

North 60 degrees, 34 minutes, 04 seconds East, a distance of 69.40 feet to a point for corner;

North 12 degrees, 53 minutes, 45 seconds West, a distance of 1,150.16 feet to a 1 inch iron pipe found for corner;

North 29 degrees, 24 minutes, 15 seconds West, a distance of 374.01 feet to a ½" iron rod with "PACHECO KOCH" cap set for corner in the apparent south right-of-way line of said Country Road No. 526;

THENCE North 30 degrees, 47 minutes, 51 seconds West, continuing along the said west line Tract One and said apparent east line Country Road No. 526, a distance of 692.70 feet to the POINT OF BEGINNING;

CONTAINING: 6,761,505 square feet or 155.223 acres of land, more or less.

**EXHIBIT A - ZC#17-010**

**LEGAL DESCRIPTION – 14.395 ACRE TRACT**

BEING 14.395 acres of land located in the WILLIAM STYLES SURVEY, Abstract No. 791, City of Mansfield, Johnson County, Texas, and being the same tract of land conveyed to Don Moore, Joe Busby and Jimmie D. Thompson, by the deed recorded in Volume 889, Page 207, of the Deed Records of Johnson County, Texas. Said 14.395 acres of land being more particularly described as follows:

BEGINNING at a ½" iron rod marked "Brittain & Crawford" set, at the West corner of said Moore, Busby and Thompson Tract, and said POINT OF BEGINNING also lying in the Northwest boundary line of said WILLIAM STYLES SURVEY;

THENCE N 59° 09' 01" E 874.28 feet, along the Northwest boundary line of said Moore, Busby and Thompson Tract, generally following the center of an old tree line, possibly marking the original North boundary line of said STYLES SURVEY, to a ½" iron rod marked "Brittain & Crawford" set, at the Northeast corner of said Moore, Busby and Thompson Tract;

THENCE S 31° 18' 13" E 766.10 feet, along the East boundary line of said Moore, Busby and Thompson Tract, generally following a fence along the West right-of-way line of Hanks Street (County Road No. 526), to a ½" iron rod marked "Brittain & Crawford" set, within the right-of-way area of Hanks Street (County Road No. 526);

THENCE S 66° 32' 19" W 903.76 feet, along the Southeast boundary line of said Moore, Busby and Thompson Tract, and generally following a fence along the North right-of-way line of said Hanks Street, to a ½" iron rod found at the Southwest corner of said Moore, Busby and Thompson Tract;

THENCE N 29° 26' 51" W 650.05 feet, along the Southwest boundary line of said Moore, Busby and Thompson Tract, to the POINT OF BEGINNING containing 14.395 acres (627,025 square feet) of land.

## PLANNED DEVELOPMENT REGULATIONS

**General Purpose:** To expand the existing industrial park for development of light industrial, high tech manufacturing, research, processing, assembly, warehousing, distribution, logistics, and other light industrial uses, as well as supporting business service and office uses.

**Permitted Uses:** Uses permitted in this Planned Development shall be those set forth for the I-1, Light Industrial District in Section 4400B, Permitted Use Table of the Zoning Ordinance and shall be subject to the Special Conditions specified in Section 4400B for certain uses.

**Area and Height Requirements:** This Planned Development shall comply with the regulations in Sections 4500 and 4500B, Area and Height Regulations of the Zoning Ordinance that are applicable to the I-1, Light Industrial District.

**Exterior Construction Materials:** The exterior surface of all structures, including walls attached to the building, columns and supports, shall comprise of 100 percent Masonry Construction Materials, tilt-up concrete walls, pre-cast concrete walls or cast-in-place concrete walls. These requirements will not apply to windows and doors, awnings and canopies, metal cap flashings, trims, accents or similar architectural features. Additionally, the exterior facade that will be removed during a future building expansion will be exempt from these requirements.

**Signage:** This Planned Development shall comply with the regulations in Section 7100, Sign Standards of the Zoning Ordinance that are applicable to the I-1, Light Industrial District.

**Parking and Loading:** The permitted uses in this Planned Development shall comply with the regulations in Section 7200, Off-Street Parking and Loading Standards of the Zoning Ordinance.

**Landscaping and Screening:** This Planned Development shall comply with the regulations in Section 7300, Landscaping and Screening Standards of the Zoning Ordinance that are applicable to the I-1, Light Industrial District.

**Trash containers, Refuse or Recycling Storage Screening:** Trash containers, dumpsters and storage areas for refuse or material awaiting disposal or recycling shall be screened in accordance with Section 7301.B of the Zoning Ordinance.

**Residential Proximity Requirements:** This Planned Development shall comply with the regulations in Section 7400, Residential Proximity Standards of the Zoning Ordinance that are applicable to the I-1, Light Industrial District.

**Outside Storage and Screening Requirements:** Open storage in this Planned Development shall be placed on a concrete surface and shall be screened from the street by an eight-foot-high opaque screening device that is consistent throughout the development. The screening device shall be designed to meet the minimum requirements of Section 7302 of the Zoning Ordinance. Such surface and screening device shall be maintained in good condition and free of weeds or debris. The opaque screening device may be substituted with a hedge row of dense evergreen plants to form a visual screen at least six feet in height at installation. Outside storage must not be stacked or raised to a level that is visible from the street in spite of the opaque screening device or hedge row.

**Compliance with PD:** The proposed development will be in complete accordance with the provisions of the approved Planned Development District and all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 18-2948

**Agenda Date:** 12/10/2018

**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 SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 1.3 Acres Being a Portion of Lot 5, Block 3 of the Original Town of Britton, Generally Located at 913 Cope St.; Jordan Riness of Riness Holdings LLC (ZC#18-022)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission held a public hearing on October 15, 2018, and voted 6-0 to approve as presented.

**Description/History**

**First Reading**

The subject property consists of 1.3 acres of land located at the northeast corner of Cope Street and Dollar Street. The property is currently occupied by a single-family home, a four-car detached garage, and a shed, all located on the north half of the property. The applicant is requesting to re-zone the property from SF-7.5/12 Single-Family Residential District to PD Planned Development District for single-family residential uses.

**Development Plan**

The applicant plans to develop seven single-family homes oriented towards Cope St. All existing structures on the property will be demolished. The applicant plans to follow all the standards for SF-7.5/18 zoned property, except for minimum lot depth and minimum masonry construction due to the layout and age of the subdivision. The ordinary minimum lot depth is 110'; the applicant is proposing a lot depth of 100'. To compensate, the applicant is proposing a lot width that exceeds the minimum standards by at least 10'. The minimum proposed residence size of 1,800 sq. ft. that is applicable to SF-7.5/18 zoning standards will also exceed the standards for the current zoning district (1,200 sq. ft.). In addition, due to the property being located in an older subdivision, it is exempt from the minimum masonry construction requirements. 80% masonry construction would also be incompatible with the neighborhood. The development will still follow the architectural attributes required for residential development as noted in Section 4600D of the Zoning Ordinance. In addition, the applicant notes that craftsman-style details like exposed rafter tails and corbels will be encouraged. The landscape standards noted in Section 7300 of the Zoning Ordinance will apply to this development.

**Concept Elevations**

The provided conceptual elevations show that single-story or two-story homes are possible here and the materials could be a mix of wood siding and masonry materials with craftsman-style details.

**Summary**

While the proposed development will increase the current density of the site, the plan is largely



in conformance with existing zoning, will make more productive use of the property, and the proposed architectural standards will allow for a design that will blend in with the existing neighborhood. In addition, while the existing density of the overall neighborhood is less than what is allowed by SF-7.5/12 zoning, the existing density was previously out of necessity to provide for septic systems prior to sanitary sewer service being available in the area. Otherwise, the neighborhood was platted to be able to support the higher densities allowed by SF-7.5/12 and SF-7.5/18 zoning.

### **Second Reading**

The City Council held a public hearing and first reading on November 12, 2018, and voted 7-0 to approve. Some of the councilmembers requested that the minimum residence size be increased to 2,000 sq. ft. and that the applicant agree to make all homes craftsman-style. The applicant has revised the planned development regulations on the Development Plan to increase the minimum residential floor area to 2,000 sq. ft. and to specify that “the homes will feature craftsman style details such as exposed rafter tails and corbels.”

### **Third Reading**

The City Council held a public hearing and second reading on November 26, 2018 and voted 7-0 to approve.

### **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 SINGLE-FAMILY RESIDENTIAL USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**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 Exhibit "B" attached hereto and made a part hereof for all purposes.

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

First reading approved on the \_\_\_\_\_ day of \_\_\_\_\_, 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**

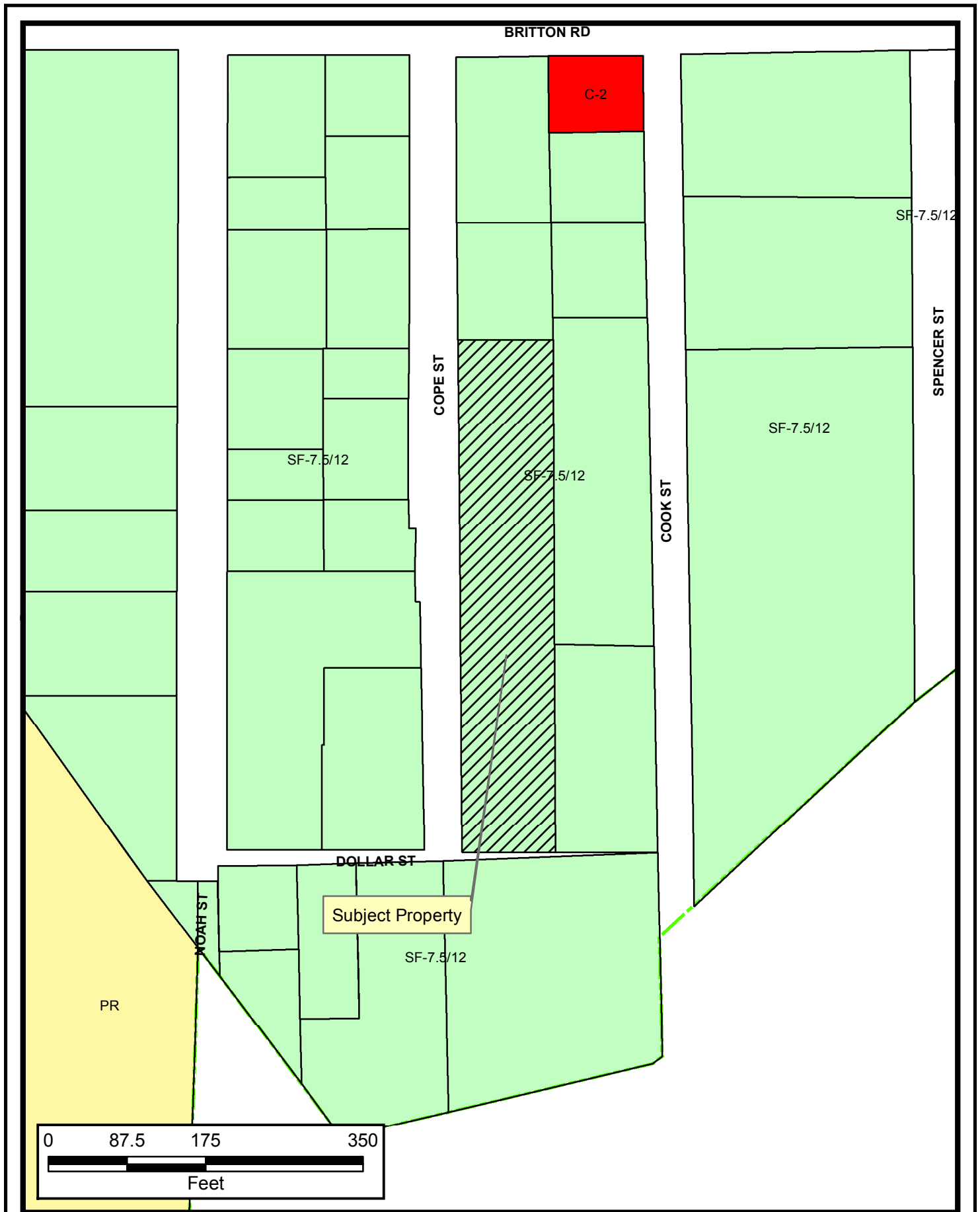
APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
**Allen Taylor, City Attorney**









## Property Owner Notification for ZC#18-022

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
1 & 2 3 O T BRITTON 0.459 ACRES		WOODLEY EARL WAYNE	PO BOX 35	MANSFIELD, TX	76063
4A 2 O T BRITTON-REV 0.321 ACRES		COPE D W & BETTY	5 PAMELA CT	MANSFIELD, TX	76063
4B 2 O T BRITTON-REV 0.281 ACRES		COPE D W & BETTY	5 PAMELA CT	MANSFIELD, TX	76063
5B 2 O T BRITTON-REV 0.248 ACRES		COPE D W & BETTY	5 PAMELA CT	MANSFIELD, TX	76063
5C 2 O T BRITTON-REV 0.132 ACRES		ZIPS KIMBERLY G	917 NOAH ST	MIDLOTHIAN, TX	76065
LOT 1-2 BLK 2 O T BRITTON-REV .459 AC		TRAN KATHY	1404 SAYLES AVE	ARLINGTON, TX	76018
LOT 5A BLK 2 O T BRITTON-REV .122 AC		REYES JAMES RICHARD	912 COPE ST	MIDLOTHIAN, TX	76065
LOT 5D BLK 2 O T BRITTON-REV 0.263 AC		RESIDENTIAL ASSET SECURITIES CORP	HOME EQUITY MORTGAGE ASSET BACKED SERIES 2005-K58	WEST PALM BEACH, FL	33407
LOT 7 BLK 2 O T BRITTON-REV 1.0506 AC		DAVES JO E	936 COPE ST	MIDLOTHIAN, TX	76065
LOT PT 4 BLK 6 O T BRITTON-REV 0.881 AC		MASSEY DAN J	4150 BRITTON RD	MANSFIELD, TX	76063
LOT PT 5 BLK 3 O T BRITTON-REV 0.289 AC		MURILLO LINDA M	850 TURNER WAY	MANSFIELD, TX	76063
LOT S PT 6 BLK 2 O T BRITTON-REV 0.594 AC		HARDING JULIE R & RUSSELL A	924 COPE ST	MIDLOTHIAN, TX	76065
LOT S1/2 3 & 4 BLK 3 O T BRITTON- REV 0.23 AC		REVERSE MORTGAGE SOLUTIONS INC	14405 WALTERS RD STE 200	HOUSTON, TX	77014
LOT SW PT 5 BLK 3 O T BRITTON- REV 1.554 AC		RINESS HOLDINGS LLC	913 COPE ST	MIDLOTHIAN, TX	76065
NEPT 5 3 O T BRITTON 0.23 ACRES		WELLS JOHN	910 COOK ST	MIDLOTHIAN, TX	76065
NEPT 6 2 O T BRITTON 0.1933 ACRES		COPE D W & BETTY	5 PAMELA CT	MANSFIELD, TX	76063
NPT 7& SPT 1- 6 4 O T BRITTON 1.002 ACRES		HUNTER RHONDA B & REGINALD J	911 COOK ST	MIDLOTHIAN, TX	76065
PT 3 6 O T BRITTON 0.254 ACRES		REED CHESTER & RUBY	1105 HUNTINGTON TRL	MANSFIELD, TX	76063
PT 5 3 O T BRITTON 0.835 ACRES		YARBROUGH KEITH	918 COOK ST	MIDLOTHIAN, TX	76065

## Property Owner Notification for ZC#18-022

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
PT 6 & 5 OT BRITTON .207 ACRES		JOHNSON JUSTIN	921 NOAH ST	MIDLOTHIAN, TX	76065
PT 6 O T BRITTON 74618391 1.68 ACRES		WARNER KENNETH R JR	4316 DOLLAR ST	MIDLOTHIAN, TX	76065
PT 6 O T BRITTON 0.17 ACRES		MUWAQUET MARWAN F	P O BOX 734	WAXAHACHIE, TX	75168
PT 7 4 O T BRITTON 3.19 ACRES		SHORT JASON	919 COOK ST	MIDLOTHIAN, TX	76065
S100 3 2 O T BRITTON 0.23 ACRES		LANDERS JESSIE & NINA	904 COPE ST	MIDLOTHIAN, TX	76065
SEPT 5 3 O T BRITTON 0.573 ACRES		MARTIN JAMES W & MARIA E	932 COOK ST	MIDLOTHIAN, TX	76065

EXHIBIT A FOR ZC#18-022

PROPERTY DESCRIPTION

Being a portion of Lot 5, Block 3, Britton, an addition to Ellis County, Texas, according to the plat thereof, recorded in Volume 158, Page 45, Deed Records of Ellis County, Texas, same being that tract of land conveyed to Brett Bethurum, an unmarried man, by deed recorded in Volume 1614, Page 1024, Deed Records of Ellis County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of that tract of land conveyed to Linda M. Murillo, by deed recorded in Volume 2827, Page 14, Deed Records of Ellis County, Texas and being along the East line of Cope Street (50 foot right-of-way);

THENCE South 89 degrees 28 minutes 51 seconds East, along the South line of said Murillo tract, a distance of 100.00 feet to a 3/8 inch iron rod found for corner, said corner being the Southeast corner of said Murillo tract and being along the West line of a tract of land conveyed to Keith Yarbrough, by deed recorded in Volume 2049, Page 1048, Deed Records of Ellis County, Texas;

THENCE South, along the West line of said Yarbrough tract, passing at a distance of 337.99 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Yarbrough tract and being the Northwest corner of a tract of land conveyed to James William Martin and Maria Estella Martin, husband and wife, by deed recorded in Volume 2102, Page 340, Deed Records of Ellis County, Texas, and continuing a total distance of 568.47 feet to a point for corner, said corner being the Southwest corner of said Martin tract and being along the North line of a tract of land conveyed to Kenneth Ray Warner Jr., by deed recorded in Volume 1885, Page 105, Deed Records of Ellis County, Texas, and being the centerline of Dollar Street (public right-of-way);

THENCE North 89 degrees 47 minutes 16 seconds West, along the North line of said Warner tract, a distance of 100.00 feet to a point for corner, said corner being in the intersection of said Dollar Street and being along the East line of said Cope Street;

THENCE North, along the East line of said Cope Street, a distance of 569.01 feet to the POINT OF BEGINNING and containing 56,874 square feet or 1.30 acres of land.

*Bryan Connally*

\_\_\_\_\_  
Bryan Connally  
Registered Professional Land Surveyor No. 5513





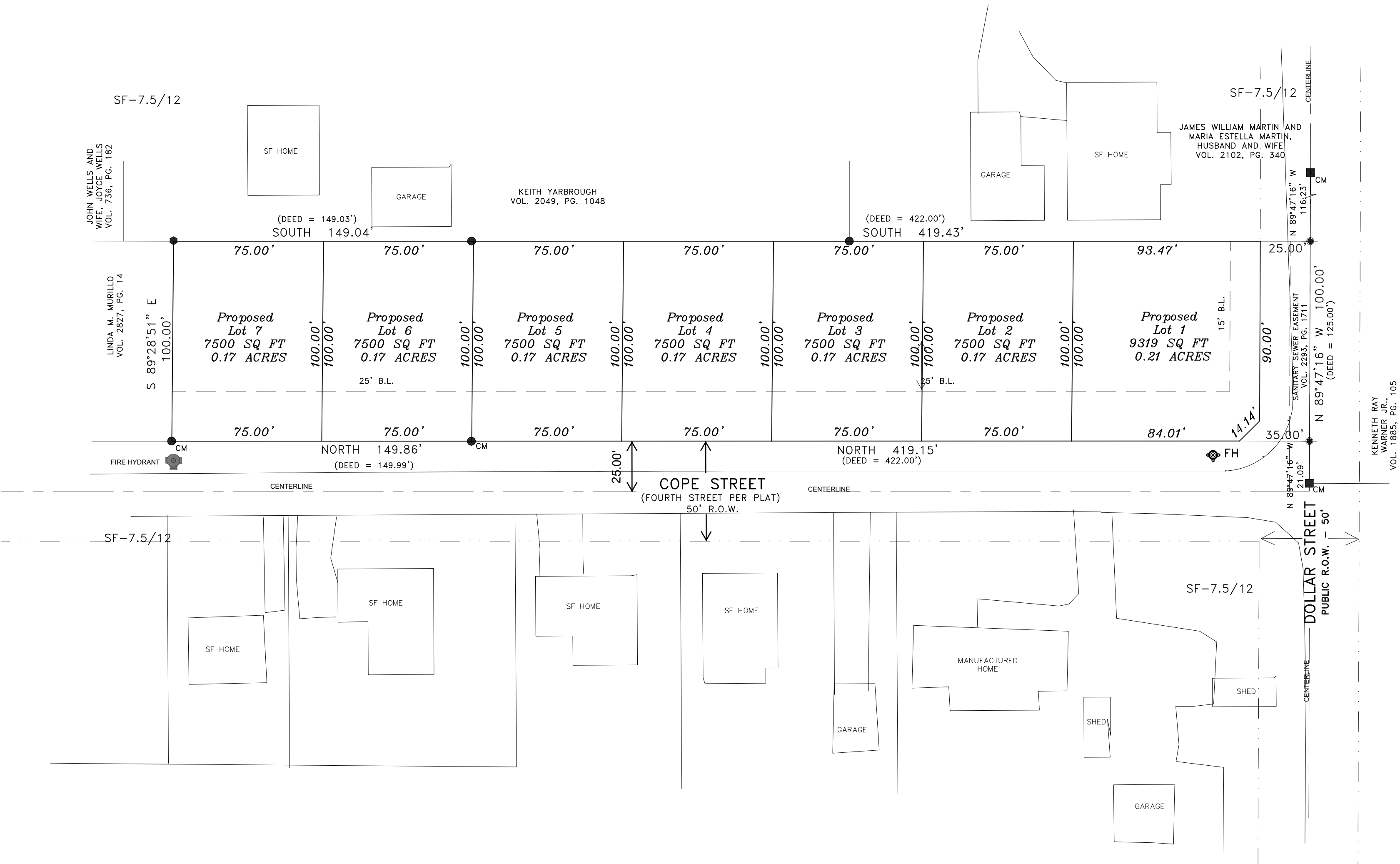
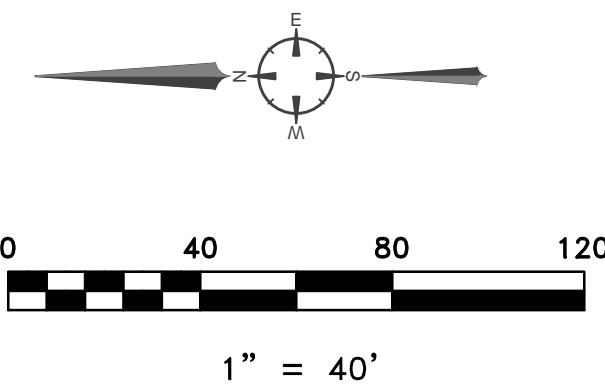
Proposed Use: Seven single family homes

- Planned Development Regulations:** The development will comply with the following:
1. All regulations applicable to the SF-7.5/18, Single Family Residential District except for minimum lot depth and minimum masonry construction, and that the minimum floor area will be 2,000 sq ft.
  2. Architectural attributes for residential development in Section 4600D of the Zoning Ordinance; plus the homes will feature craftsman style details such as exposed rafter tails and corbels.
  3. Landscape standards in Section 7300 of the Zoning Ordinance.

- NOTES**
1. All existing structures on the property will be removed.
  2. The proposed development will be in complete accordance with the provisions of the approved Planned Development District and that all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.
  3. Survey boundary dimensions shown based on C.B.G Surveying, Inc. survey dated 02/19/18 for Portion of Lot 5, Block 3, Britton, Tracts 1 and 2 located at 913 Cope Street.



Location Plan



Property Owner/Developer: Riness Holdings LLC  
Manager: Jordan Riness  
Address: 6606 Thistle Wood Dr., Midlothian, TX 76065  
Phone: 231-409-9492  
Email: JRiness@gmail.com

EXHIBIT B  
ZC#18-022  
PAGE 1 OF 2

NOTES:  
BEARINGS ARE BASED ON DEED RECORDED IN VOLUME 1614, PAGE 1024.  
EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.  
PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 949, PG. 413

REVISIONS		
DATE	BY	NOTES

LEGEND	
CM CONTROLLING MONUMENT	PE - POOL EQUIPMENT
1/2" IRON ROD FOUND	BRICK COLUMN
1/2" IRON ROD SET	AC - AIR CONDITIONING
3/8" IRON ROD FOUND	FIRE HYDRANT
60D NAIL FOUND	
MAG NAIL FOUND	
UNDERGROUND ELECTRIC	OES - OES
OVERHEAD ELECTRIC	OHP - OHP
POWER POLE	POINT FOR CORNER
	ASPHALT PAVING
	GRAVEL/ROCK ROAD OR DRIVE
	CONCRETE PAVING
	COVERED PORCH, DECK OR CARPORT
	OVERHEAD ELECTRIC SERVICE
	OVERHEAD POWER LINE
	CHAIN LINK FENCE
	WOOD FENCE
	0.5' WIDE TYPICAL BARBED WIRE
	IRON FENCE
	PIPE FENCE

Christopher J. Taylor, P.E.  
904 Mobley Road  
Cedar Hill, TX 75104  
P 646-276-7718  
TX P.E. #110602  
cjtaylor.engineer@yahoo.com

SCALE	DATE	JOB NO.	DESIGN BY	DRAWN BY
1" = 40'	08/29/18	JR-1001	CJT	CJT

## DEVELOPMENT PLAN

PORTION OF LOT 5, BLOCK 3, TRACT 2, BRITTON

ELLIS COUNTY, TEXAS

913 COPE STREET



EXHIBIT B - CONCEPT ELEVATIONS FOR ZC#18-022





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 18-2949

**Agenda Date:** 12/10/2018

**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 SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 0.28 Acres Known as Lot 18, Block 5 of the Hillcrest Addition, Generally Located at 801 Stell Avenue; City of Mansfield (ZC#18-023)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission held a public hearing on October 15, 2018, and voted 6-0 to approve with the condition that the minimum interior side yard setbacks be changed to 5' on one side and 10' on the other. The applicant has submitted a new plan that includes this change.

**Description/History**

**First Reading**

The subject property consists of 0.28 acres of vacant land located at the northwest corner of Stell Ave. and McKown Dr. The property was formerly occupied by a single-family residence. The applicant is requesting to re-zone the property from SF-7.5/12 Single-Family Residential District to PD Planned Development District for single-family residential uses.

**Development Plan**

The applicant plans to develop two single-family homes oriented towards McKown Dr. The applicant is proposing the following bulk area standards:

Min. Lot Area: 5,400 sq. ft. per lot

Min. Floor Area: 1,800 sq. ft. per unit

Max. Lot Coverage: 55%

Min. Lot Width: 60'

Min. Lot Depth: 90'

Min. Front Yard: 25'

Min. Rear Yard: 15'

Min. Interior Side Yard: 5' & 10' (a)

Min. Exterior Side Yard: 25'

Max. Height: 35'

Note: The corner lot shall be at least 10' wider than the min. lot width

a.) Requires two side yards to have a combined total of not less than 15' with a 5' minimum



on one side and a 10' minimum on the other side.

The applicant also notes that each residence will have at least two garage spaces and that the development will comply with the off-street parking standards noted in Section 7200 of the Zoning Ordinance. In addition, the development will comply with the residential landscaping requirements noted in Section 7300 of the Zoning Ordinance. Finally, the building materials specified in Section 4600.C.3 of the Zoning Ordinance shall be prohibited within this development (i.e. plastic or fiberglass panels, unfired or underfired masonry products, standing-seamed metal panels, aluminum-coated metal cladding, untextured concrete, and reflective glass). The Development Plan is conceptual in nature and may need to be modified at the time of platting in order to address the City's platting and development regulations.

#### Conceptual Elevations

The applicant has also provided conceptual building elevations of representative home products planned for the development. Two elevations have been provided, which indicate that either craftsman-style architecture or standard suburban-style architecture is possible here. Homes could include a mix of brick and/or siding and could be either one or two stories.

#### Summary

While the proposed development will increase the current density of the site, it will make more productive use of the property and could increase neighborhood property values, and the proposed architectural standards will allow for a design that will blend in with the existing neighborhood.

#### Second Reading

The City Council held a public hearing and first reading on November 12, 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 November 26, 2018 and voted 7-0 to approve.

#### **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 SINGLE-FAMILY RESIDENTIAL USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**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 Exhibit "B" attached hereto and made a part hereof for all purposes.

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

First reading approved on the \_\_\_\_\_ day of \_\_\_\_\_, 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**











## Property Owner Notification for ZC#18-023

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
HILLCREST ADDITION - MANSFIELD	BLK 4	BADGLEY, ERICA	1824 CANCUN DR	MANSFIELD, TX	76063-8509
HILLCREST ADDITION - MANSFIELD	BLK 4	HERNANDEZ, JULIA ESTHER & CAMACHO, JUAN CARLOS	805 KAY LYNN	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 4	ESQUIVEL, JOSE S & MARIA	803 KAY LYNN ST	MANSFIELD, TX	76063-2003
HILLCREST ADDITION - MANSFIELD	BLK 4	MARTINEZ, SALVADOR	310 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 5	TAYLOR, WINFRED M	6704 PECANWOOD RD	MANSFIELD, TX	76063-7042
HILLCREST ADDITION - MANSFIELD	BLK 5	HALL, JOSEPH B	19 RED BLUFF CT	MANSFIELD, TX	76063-7704
HILLCREST ADDITION - MANSFIELD	BLK 5	BARNFIELD, KATHLEEN	804 KAY LYNN ST	MANSFIELD, TX	76063-2004
HILLCREST ADDITION - MANSFIELD	BLK 5	ESQUIVEL, JOSE R & SILVIA	312 HILLCREST ST	MANSFIELD, TX	76063-2010
HILLCREST ADDITION - MANSFIELD	BLK 5	HALL, JOE	1050 MCCAMPBELL RD	MANSFIELD, TX	76063-5305
HILLCREST ADDITION - MANSFIELD	BLK 5	PRATER, TOMMY	2729 WARREN LN	FORT WORTH, TX	76112
HILLCREST ADDITION - MANSFIELD	BLK 5	MARTINEZ, S & JOSEFINA	310 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 5	ROBERTSON, MARGARET ANN	312 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 5	CLEAVER, VIRGIL & LESA	474 HCR 1250	WHITNEY, TX	76692
HILLCREST ADDITION - MANSFIELD	BLK 5	CAMACHO, JOSE & LILIA	805 STELL AVE	MANSFIELD, TX	76063-2025
HILLCREST ADDITION - MANSFIELD	BLK 5	RAFAH REAL ESTATE LLC SERIES	PO BOX 181811	ARLINGTON, TX	76096
HILLCREST ADDITION - MANSFIELD	BLK 5	MANSFIELD CITY	1200 E BROAD ST	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 5	ALTAR HOLDINGS LLC	709 E ABRAM ST	ARLINGTON, TX	76010
HILLCREST ADDITION - MANSFIELD	BLK 5	PAULSON, RYAN	751 STELL AVE	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 7	KEMP, ELLA MAE	400 MCKOWN DR	MANSFIELD, TX	76063-2122

## Property Owner Notification for ZC#18-023

<b>LEGAL DESC 1</b>	<b>LEGAL DESC 2</b>	<b>OWNER NAME</b>	<b>OWNER ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
HILLCREST ADDITION - MANSFIELD	BLK 7	RAMIREZ, ELIAS	402 MCKOWN DR	MANSFIELD, TX	76063-2122
HILLCREST ADDITION - MANSFIELD	BLK 7	TRAN, HUNG THANH	404 MCKOWN DR	MANSFIELD, TX	76063-2122
HILLCREST ADDITION - MANSFIELD	BLK 8	WEINERT, NICHOLAS	400 HILLCREST ST	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 8	ONVANI HOME LEASING LLC	2810 ST MARK DR	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 8	ONVANI HOMES LEASING LLC	2810 ST MARKS DR	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 8	CLAYTON, PEPPER	401 MCKOWN DR	MANSFIELD, TX	76063
HILLCREST ADDITION - MANSFIELD	BLK 8	LAWSON, RANDEL EARL	405 MCKOWN DR	MANSFIELD, TX	76063-2121
HILLCREST WEST ADDITION	BLK 1	CHELSIBELLA PROPERTIES INC	194 CR 4146	CRANFILLS GAP, TX	76637

**EXHIBIT A – ZC#18-023**

**PROPERTY DESCRIPTION**

Lot 18, Block 5, of the Hillcrest Addition, Section 3, an addition out of the W.C. Price Survey to the City of Mansfield, Tarrant County, Texas, according to the Map thereof recorded in Volume 388-6, Page 57, Map Records, Tarrant County, Texas

801 Stell Avenue

Planned Development Regulations:

- Land Use: Detached Single-Family Residential
- Minimum Lot Area: 5,400 sq. ft. per lot
- Minimum Residential Floor Area: 1,800 sq. ft. per unit
- Maximum Lot Coverage: 55%
- Minimum Lot Width: 60 ft.
- Minimum Lot Depth: 90 ft.
- Minimum Front Yard: 25 ft.
- Minimum Rear Yard: 15 ft.
- Minimum Interior Side Yard: 5 & 10 ft. (a)
- Minimum Exterior Side Yard: 25 ft.
- Maximum Height: 35 ft.
- Off-Street Parking: 2 garage spaces per residence; specifications shall adhere to Section 7200 of the Zoning Ordinance
- Architectural Standards: The building materials noted in Section 4600C3 of the Zoning Ordinance shall be prohibited in this development
- Landscaping Standards: Residential landscaping shall adhere to Section 7300 of the Zoning Ordinance

a.) Requires two side yards to have a combined total of not less than 15' with a 5' minimum on one side and a 10' minimum on the other side

Note: The corner lot shall be at least 10' wider than the min. lot width

Concept Elevations/ Representative Product:



This proposed development will be in complete accordance with the provisions of the approved Planned Development District and all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.



ZC#18-023  
Exhibit B

801 Stell Ave.  
Development  
Plan

0.28 acres

Property Owner:  
City of Mansfield  
1200 E. Broad St.  
Mansfield, TX 76063  
817-276-4200





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 18-2990

**Agenda Date:** 12/10/2018

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - Resolution Authorizing the City Manager or his Designee to Execute a Memorandum of Understanding with the Mansfield Area Tennis Association for Construction of Tennis Courts at Clayton W. Chandler Park

**Requested Action**

Approve a Resolution to Execute a Memorandum of Understanding

**Recommendation**

Approve Resolution

**Description/History**

Clayton W. Chandler Park is a 13-acre community park located in the northeast quadrant of the city. Phase I renovations funded by the Mansfield Park Facilities Development Corporation were completed in May 2004, including a new restroom/concession/announcer's area, two new football fields with lights, four new t-ball fields, entry/drop off area, accessible parking, pavilion, landscaping, irrigation and fencing. Phase II improvements were completed in August 2017, including construction of a new parking lot, restroom building, looped concrete trail, two playgrounds, splash pad, basketball court, sand volleyball court, skate spot, pond, pavilions, fitness equipment, landscaping, benches, picnic tables, park monument sign and irrigated open space.

During the second phase improvements, the existing three tennis courts were renovated to include new surfacing, fencing, lighting, hardware and a pavilion. The park's master plan also included the addition of two new tennis courts adjacent to the existing courts. During the design phase, City Council directed staff to not include the two additional courts in the base bid in lieu of providing more open space in the park.

In 2017, the Mansfield Area Tennis Association (MATA) approached the City with a request to build the two additional courts. MATA proposed that their organization could raise 50% of the funding necessary to complete the project. The project includes design services, site preparation, and construction of two lighted tennis courts following the City's bid specifications and construction documents. The current estimate for the construction project is \$300,000, including contingency.

The term of the MOU shall commence on January 1, 2019 and end on December 31, 2019 unless earlier terminated in accordance with the MOU. The parties may extend the MOU by a duly approved and signed written agreement. If full funding is achieved during the term of the MOU, the project will be publicly bid following all required City and State purchasing guidelines and be managed by the Parks and Recreation Department.



**Justification**

The proposed MOU outlines the terms and responsibilities necessary to provide funding for the construction of two additional tennis courts at Clayton W. Chandler Park.

**Funding Source**

Park Development Fees

**Prepared By**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MANSFIELD AREA TENNIS ASSOCIATION FOR CONSTRUCTION OF TENNIS COURTS AT CLAYTON W. CHANDLER PARK**

**WHEREAS**, the City owns and maintains the Clayton W. Chandler Park Tennis Courts for the purpose of providing a venue for recreational tennis use and desires to construct two additional tennis courts; and

**WHEREAS**, the Mansfield Area Tennis Association's mission is to promote tennis to the kids and adults in Mansfield and grow tennis throughout the community; and

**WHEREAS**, the Mansfield Area Tennis Association agrees to contribute \$150,000 towards the construction of two additional tennis courts; and

**WHEREAS**, the City is willing to match contributed funds through the term of this MOU; and

**WHEREAS**, both Parties desire to enter into this MOU on the terms and conditions set forth herein.

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

**Section 1.**

That the City Council approves executing a memorandum of understanding with the Mansfield Area Tennis Association for construction of tennis courts at Clayton W. Chandler Park.

**RESOLVED AND PASSED** this 10<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
**David L. Cook, Mayor**

ATTEST:

\_\_\_\_\_  
**Tracy Norr, City Secretary**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**MANSFIELD AREA TENNIS ASSOCIATION (MATA)**  
**AND THE**  
**CITY OF MANSFIELD, TEXAS (CITY)**

This Memorandum of Understanding (this “MOU” or this “Agreement”) is entered into this \_\_\_\_ day of December, 2018, by and between the City of Mansfield, Texas (“City”) and the Mansfield Area Tennis Association, a Texas non-profit organization (MATA”) (collectively, “Parties”).

**RECITALS**

**WHEREAS**, the City owns and maintains the Clayton W. Chandler Park Tennis Courts (“Facility”) for the purpose of providing a venue for recreational tennis use and desires to construct two additional tennis courts to Facility; and

**WHEREAS**, MATA’s mission is to promote tennis to the kids and adults in Mansfield and grow tennis throughout the community; and

**WHEREAS**, MATA agrees to contribute funds towards the construction of two additional tennis courts; and

**WHEREAS**, the City is willing to match contributed funds through the term of this MOU; and

**WHEREAS**, both Parties desire to enter into this MOU on the terms and conditions set forth herein.

**NOW, THEREFORE**, in furtherance of Resolution No. \_\_\_\_\_ and in order to advance their mutual objectives with respect to Facility, the Parties agree as follows:

**Scope of the Project**

The “Project” shall include design services, site preparation, and construction of two lighted tennis courts at Facility following the City’s bid specifications and construction documents. The Project will be publicly bid following all required City and State purchasing guidelines.

**Cost of the Project**

MATA and the City agree that the estimated cost of the Project is \$300,000, including project contingency.

**MATA Shall:**

1. Provide a donation in the amount of \$150,000 to the City for the construction of two lighted tennis courts and site improvements at Facility during the term of this MOU.
2. Provide quarterly financial updates to the City regarding fundraising efforts.

**The City Shall:**

1. In consideration of MATA's donation, provide a matching amount of \$150,000 for the construction of two lighted tennis courts and site improvements at Facility.
2. Maintain ownership of Facility and provide for all maintenance of Facility.
3. Provide project management services for construction of two tennis courts at Facility as per the completed construction documents for phase II improvements at Clayton W. Chandler Park.

**General Provisions:**

1. The term of this MOU shall commence on January 1, 2019 and end on December 31, 2019 unless earlier terminated in accordance with this MOU. The Parties may extend this MOU by a duly approved and signed written agreement.
2. Both parties may terminate the MOU hereto by 60 days written notice.

Should MATA terminate the MOU with or without cause for any reason outside a breach of this contract, any financial contributions made in furtherance of this MOU will be forfeited and shall not be reimbursed or refunded by the City.

Should the MOU be terminated by the City during the term, the City agrees to reimburse MATA that portion of the contribution not yet used or appropriated for an improvement project.

3. Modifications or amendments to this MOU must be duly approved by each Party in writing signed by an authorized agent of each Party.
4. Nothing in this MOU is intended to, nor shall this MOU transfer or grant any property interest, franchise, license, right, permission or approval except as expressly provided herein.
5. The Parties acknowledge that this MOU in its final form is the result of the combined efforts of the Parties. Should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.
6. Each Party agrees to use best efforts in pursuit of this MOU, and shall at all times comply with all applicable federal, state and local laws, regulations and requirements now in force and as they may be enacted, issued, or amended during the term of this MOU for any acts taken hereunder.
7. This MOU constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this MOU.
8. The Parties agree that the laws of the State of Texas govern this MOU. The Parties agree that the venue is proper within the courts of Tarrant County, Texas. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may use a third party mediator and equally share the costs of the mediator or file suit.

9. Any communications or notices required to implement this MOU shall be sent by electronic mail or mail to each party as set forth below. The party and address of the party for notification under this MOU may be changed by notification given in accordance with this section.

If to the City:

City of Mansfield  
Attn: Matt Young  
Director of Parks & Recreation  
1200 E. Broad Street  
Mansfield TX 76063  
Matt.Young@mansfieldtexas.gov  
817-804-5798

If to MATA:

Mansfield Area Tennis Association  
Attn: Roger Greenwood  
President  
2211 Richmond Circle  
Mansfield TX 76063  
rgreenwood@matatx.com  
817-390-8605



**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, but effective as provided for in item 1 under General Provisions hereinabove.

CITY OF MANSFIELD

By: \_\_\_\_\_  
Matt Young, Director of Parks and Recreation

ATTEST:

\_\_\_\_\_  
Lisandra Keller, Administrative Assistant

MANSFIELD AREA TENNIS ASSOCIATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who after being duly sworn stated that he/she is the \_\_\_\_\_ of Mansfield Area Tennis Association and that he/she signed the foregoing instrument on behalf of said entity for the purposes expressed therein.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

My commission expires: \_\_\_\_\_









# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 18-2997

**Agenda Date:** 12/10/2018

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution to Consider an Agreement between the Mansfield Historical Society and the City of Mansfield Regarding the Exchange of Property Located at 102 N. Main Street, Mansfield, TX 76063

**Requested Action**

Consider and accept the agreement request

**Recommendation**

Approve Resolution

**Description/History**

Approve the resolution

**Justification**

In June 2018, the Museum Specialist for the Mansfield Historical Museum retired. This is a city-funded position. During the search process to fill the vacancy, City Council discussed ways the City could best support the museum and the historical society.

The City approached the Mansfield Historical Society board with a proposition to take over the operations, maintenance, building repairs and staffing of the museum. With this change the city could provide a full time employee, make needed repairs to the building, and fund the maintenance and operations. The Mansfield Historical Society would still function as a 501(c)3 and continue to fundraise and support the Mansfield Historical Museum and Heritage Center as well as other potential historical facilities.

This agreement outlines the details of the proposed development for both parties.

**Funding Source**

General Fund

**Prepared By**

Yolanda Botello  
Director of Library Services  
yolanda.botello@mansfieldtexas.gov  
817-728-3691

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PURCHASE OF PROPERTY LOCATED AT 102 N. MAIN ST., MANSFIELD, TX 76063 FROM SELLER MANSFIELD HISTORICAL SOCIETY; DELEGATING AUTHORITY TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mansfield Historical Society currently owns the property located at 102 N. Main St, Mansfield, TX 76063 (“the Property”) and currently operates the Mansfield Historical Museum and Heritage Center (“the Museum”) therein; and

**WHEREAS**, the Mansfield Historical Society wishes to dispose of the Property in a manner in which the Museum can continue to operate; and

**WHEREAS**, the City Council of the City of Mansfield understands the importance of maintaining the Museum to preserve the history of Mansfield; and

**WHEREAS**, the purpose of this resolution is to approve the purchase in accordance with the Purchase Agreement.

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

**SECTION 1.**

The City Council of the City of Mansfield approves the purchase agreement by and between the City of Mansfield and the Mansfield Historical Society, attached hereto as Exhibit A and authorizes the City Manager or designee to sign all documents necessary to complete the transaction.

**SECTION 2.**

That this resolution shall take effect upon its adoption.

PASSED AND APPROVED this the \_\_\_\_ day of December, 2018

\_\_\_\_\_  
**David Cook, Mayor**

ATTEST:

\_\_\_\_\_  
**Tracy Norr, City Secretary**

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement ("**Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**"), by and between MANSFIELD HISTORICAL SOCIETY, a Texas non-profit corporation ("**Seller**"), and CITY OF MANSFIELD, TEXAS, a Texas municipality ("**Purchaser**").

**1. Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the terms and conditions set forth in this Agreement and for the Purchase Price set forth in Section 2: (i) that certain parcel of land situated in Mansfield, Tarrant County, Texas, containing approximately 0.1147 acres, located at 102 N. Main Street, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Real Property**") and (ii) all of Seller's right, title and interest in and to the real and personal property, fixtures, appurtenances, and facilities belonging to the Real Property (collectively, the "**Property**"); and all of the furnishings, displays and artifacts owned by Seller and used in connection with the operation of the Mansfield Historical Museum (collectively, the "**Personalty**"). This conveyance is further made subject to the leasehold interest of Seller as provided in the Will of James S. McKnight, deceased. Notwithstanding anything to the contrary, the sale and purchase contemplated hereby (and, accordingly, the term "Property") shall not include any items on loan to Seller and that are currently on display at the Property as historical artifacts, which shall remain the property of its respective owners; nor shall it include Seller's documentary archives or the merchandise owned by Seller for sale in the museum store; provided however, Seller agrees not to remove any property under its ownership without prior written permission of Purchaser for the remainder of its existing 99-year lease or for so long as Purchaser continues to operate a historical museum on the Property, whichever period is shorter. Seller understands and agrees that any insurance policy maintained by Purchaser may have terms and conditions that cap or limit the amount of coverage available for the replacement of historical artifacts maintained at the Property.

**2. Continued Use of Property.** Purchaser agrees to continue operating the Property primarily as a historical museum for a period of 20 years. Purchaser understands that Seller retains its existing 99-year lease in accordance with the Will of James S. McKnight, deceased. Purchaser shall have the exclusive use of one of the existing rooms within the Property's second floor mezzanine space as an office. Seller agrees its access to any part of the Property is limited to administrative purposes during business hours. Purchaser retains all rights to all other portions of the Property for its own use and shall have priority in the use of all space within the Property. All other uses of the Property by Seller or any third party must be approved by the Purchaser or its designee. The provisions of this Article 2 shall survive the Closing.

**3. Contract Price.** For and in consideration of the sale of the subject property described hereinabove, Buyer agrees to pay TEN DOLLARS (\$10.00). The sales price shall be payable in current funds at the date of execution of this Agreement.

**4. Condition of the Property.**

A. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS TRANSACTION, SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING

THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND STIPULATES THAT PURCHASER IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON PURCHASER'S EXAMINATION OF THE PROPERTY. PURCHASER TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS CONTRACT. THIS PROVISION SHALL SURVIVE CLOSING.

B. Purchaser further acknowledges that following Closing it is the Purchaser's responsibility to comply with all applicable governmental requirements and to take all steps necessary to protect its employees and others who may be exposed to the regulated components of the Property. Following Closing, it is Purchaser's responsibility to determine any and all regulatory requirements associated with the Property and to comply with any and all such requirements. If any of the regulated Property requires permits, registration or other notifications and/or actions by or to the government, then Purchaser agrees that it shall, within the time period allowed by law, but in any case not more than 30 days, file any and all documentation (and pay any fees) necessary to meet the applicable requirements and this shall include all actions necessary to assure that Purchaser, not Seller, is named as the owner of and person responsible for such Property.

C. The provisions and obligations of this Section 4 shall survive the Closing.

5. **Closing.** The Closing shall occur during normal business hours on or before the thirtieth (30th) day following the Effective Date. (the "**Closing Date**"). Closing shall take place at any such other place as the parties shall mutually agree.

6. **Prorations, Apportionments and Adjustments at Closing.**

A. The following shall be apportioned with respect to the Property as of 12:01 a.m. (local time at the location of the Real Property), on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which the Closing occurs:

(i) ad valorem, real estate, personal property and similar taxes ("**Property Taxes**") assessed against the Property. Prorations shall be based upon current year's taxes and assessments, if available, or upon figures for the last preceding year, in which event Purchaser and Seller shall readjust the prorations when the current year's taxes and assessments become available. Any then due, but unpaid special assessments, special improvement district or taxing district levies, shall be prorated in the same manner as ad valorem taxes. If Seller is taxed for Property Taxes on a statewide basis and is not obligated to pay the foregoing taxes, then the foregoing proration shall be based on the portion of such statewide taxes that are reasonably allocable to the Property; and



(ii) any other operating expenses and items of expense pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located.

B. The provisions and obligations of this Section 6 shall survive the Closing.

**7. Transaction Costs.** Purchaser shall be responsible for the cost of (i) preparing the Deed, (ii) any owners policy of title insurance, (iii) transfer and recordation taxes, sales taxes, recording fees, if any, and (iv) the cost of any survey for the Real Property. Each party shall pay its own attorneys' and consultants' fees. The provisions of this Section 7 shall survive closing.

**8. Closing Documents and Deliveries.**

A. At the Closing, Seller shall deliver the following:

(i) The executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit B (the “**Deed**”), sufficient for recording, conveying fee simple title to the Property which Purchaser shall cause to be recorded;

(ii) The executed and acknowledged Bill of Sale in the form attached hereto as Exhibit C (the “Bill of Sale”) transferring the Personalty to Purchaser.

B. At the Closing, Purchaser shall deliver the following:

(i) Any documents as may be reasonably required by Seller to effectuate the transaction contemplated hereby.

**9. Representations and Warranties.**

A. Seller represents and warrants to Purchaser as of the Effective Date that (i) the execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller and does not require the consent of any third party; (ii) the individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement; (iii) Seller is a non-profit corporation duly organized and in good standing under the laws of the State of Texas and has the power and authority to enter into and perform its obligations under this Agreement; and (iv) the assets transferred to Purchaser shall be free of all debts and encumbrances except as otherwise authorized herein.

B. If Purchaser is an entity or municipality, Purchaser represents and warrants to Seller as of the Effective Date and as of the date of Closing that (i) the execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary action on the part of Purchaser and do not require the consent of any third party, (ii) the individual executing this Agreement on behalf of Purchaser has the authority to bind Purchaser to the terms of this Agreement, and (iii) Purchaser is a duly organized under the laws of the State of Texas and in good standing under the laws of the State of Texas and has the power and authority to enter into and perform its obligations under this Agreement.

**10. Certificate of Occupancy and Zoning.** Purchaser shall be responsible for obtaining, at Purchaser's sole cost and expense, any certificate of occupancy, zoning permit, certificate or other similar municipal approval required in connection with the sale and transfer of the Property to the Purchaser. If any work is required in order to issue such certificate(s), such costs shall be borne by Purchaser. Seller neither makes nor has made any representation to the Purchaser about the provisions or requirements of the applicable zoning ordinances.

**11. Assignment.** Neither Seller nor Purchaser shall have the right to assign its interest in this Agreement without the prior written consent of the other, which consent may be granted or withheld in each party's sole and absolute discretion, and any such assignment without such consent shall be null and void and of no force and effect.

**12. Notices.** All notices and other communications hereunder shall be addressed to the parties as follows:

If to Seller:                   Mansfield Historical Society  
P.O. Box 304  
Mansfield, Texas 76063-0304  
Phone: (817) 473-4250  
Attn: Chris Ohan

If to Purchaser:           City of Mansfield  
1200 E. Broad Street  
Mansfield, Texas 76063  
Phone: (817) 276-4200  
Attn: Hon. David Cook, Mayor

Any notice, demand or other communication (each, a “**notice**”) that is given pursuant to this Agreement by either Seller or Purchaser to the other party, shall be (i) given in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth above, and (iii) delivered via either (a) hand delivery, (b) nationally recognized courier service (e.g., United Parcel Service, Federal Express, Express Mail) or (c) certified U.S. mail postage prepaid with return receipt requested. Any such notice shall be deemed given, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its attorneys. Each party may, from time to time, designate an additional or substitute required address(es) for notices delivered to it (provided, that such designation must be made by notice given in accordance with this Section 12).

**13. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, their respective successors and permitted assigns.

**14. Governing Law.** The validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Texas. Venue for any dispute shall be in Tarrant County, Texas.

**15. Indemnity.** Seller agrees that from and after the date hereof it will indemnify and save Purchaser harmless from and against and in respect of any and all liabilities, obligations, judgments, demands, claims, actions, causes of action, assessments, deficiencies, costs, losses or damages, together with all legal and other costs or expenses including reasonable attorneys' fees and disbursements based upon, resulting from, arising out of or attributable to any default under or breach of any representation or warranty, or any agreement, covenant, obligation or condition on the part of them under this Agreement, including the exhibits and schedules hereto, the Disclosure Statement, any certificate, or any Financial Statements or any of the documents of conveyance to be delivered to the Buyer hereunder.

**16. Brokers.** Seller and Purchaser represent and warrant that neither party has dealt with any real estate brokers regarding this transaction. If any broker should make a claim for a commission based upon the actions of Seller, Seller shall indemnify, defend and hold Purchaser harmless from such claim.

**17. Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Neither this Agreement nor any memorandum thereof shall be recorded.

**18. Time of the Essence.** The parties hereto expressly agree that time is of the essence with respect to this Agreement.

**19. Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the transaction herein contemplated, superseding all prior agreements and communications whether oral or written. Any amendments hereto shall be in writing and executed by the party against whom enforcement of the modification is sought.

**20. Severability.** If any provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

**21. Captions.** The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

**22. No Offer.** This Agreement shall be of no force or effect unless and until a fully-executed copy, signed by all parties hereto, is delivered to both Seller and Purchaser. The submission of this Agreement to Purchaser for review does not constitute an offer or option to purchase the Property.

**23. Construction.** The parties acknowledge that the parties and their attorneys have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**24. Terminology.** As used in this Agreement, (i) the phrase “**and/or**” when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question, (ii) the terms “**herein**”, “**hereof**”, and “**hereunder**”, and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular Section, unless expressly so stated, (iii) the term “**including**”, whenever used herein, shall mean “**including without limitation**”, except in those instances where it is expressly provided otherwise, (iv) the term “**person**” shall mean a natural person, a corporation, a limited liability company, and/or any other form of business or legal association or entity, and (v) the term “**business day**” shall mean any day other than a Saturday or Sunday or Federal holiday or legal holiday in the State in which the Property is located.

**25. Merger Provision.** All understandings and agreements heretofore had between the parties hereto with respect to the subject matter of this Agreement are merged into this Agreement (together with any and all documents executed and delivered contemporaneously herewith and therewith), which alone completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Agreement. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto.

**26. Non-Business Days.** If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State in which the Property is located, then the date for Closing shall be postponed until the next business day.

**27. Museum Board of Directors.** To ensure continuity, Purchaser agrees that upon forming a board of directors (the “**Board**”) to oversee the historical museum operated at the Property, it shall appoint to the initial Board at least two (2) voting members who are also members of the Board of Directors of the Mansfield Historical Society, each of which may be reappointed to serve additional terms at the sole discretion of the Mansfield City Council. The provisions of this Article 27 shall survive the Closing.

**28. Historical Society Board of Directors.** Seller agrees that the manager of the historical museum to be operated at the Property (the “**Museum Manager**”), whom shall be hired by Purchaser, shall serve as an ex-officio member of the Mansfield Historical Society Board of Directors. The provisions of this Article 28 shall survive the Closing.

**29. Transfer of Website.** Seller hereby agrees to sell and transfer to Purchaser any and all of Seller's rights, title and interest in and to the Website and Internet Domain Name, mansfieldhistory.org and all of its respective contents (the “**Website**”), and any other rights associated with the Website, including, without limitation, any intellectual property rights, all related domains, logos, customer lists and agreements, email lists, passwords, usernames and trade names; and all of the related social media accounts including but not limited to Instagram, Twitter, and Facebook at the Closing Date. The provisions of this Article 29 shall survive the Closing.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement as of the Effective Date.

**“SELLER”**

**Mansfield Historical Society**  
a Texas non-profit corporation

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**“PURCHASER”**

**CITY OF MANSFIELD, TEXAS,**  
a Texas municipality

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**

**The south ½ of Lot 9, Block 1, Original Town of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 53, Deed Records of Tarrant County, Texas; and being locally known as 102 N Main Street, Mansfield, Texas 76063.**



## FORM OF SPECIAL WARRANTY DEED

## **SPECIAL WARRANTY DEED**

9

**GRANTOR:**

MANSFIELD HISTORICAL SOCIETY,  
a Texas non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of and on behalf of MANSFIELD HISTORICAL SOCIETY, a Texas non-profit corporation.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY SEAL]

**EXHIBIT C**  
**BILL OF SALE**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 18-2989

**Agenda Date:** 12/10/2018

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

### Title

Minutes - Approval of the November 12, 2018 Regular City Council Meeting Minutes

### Requested Action

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

### Recommendation

Approval of the minutes by the Council.

### Description/History

The minutes of the November 12, 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, Asst. 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

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Monday, November 26, 2018

5:00 PM

Council Chambers

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#### REGULAR MEETING

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

*Mayor Cook called the meeting to order at 5:05 p.m.*

**Present** 7 - David Cook; Larry Brose; 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 5:07 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:15 p.m. Mayor Cook adjourned executive session at 6:47 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 Potential Partnership with Mansfield Area Tennis Association

Seek Advice of City Attorney Regarding Approved Subleases with DSE Hockey Centers, L.P.

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

Seek Advice of City Attorney Regarding Property Located at 102 N. Main Street

#### **Personnel Matters Pursuant to Section 551.074**

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



Discussion Regarding ZC #18-021

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

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

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

**INVOCATION**

*St. Jude Catholic Church Father Thu Nguyen 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.*

**PRESENTATION**

Texas Downtown Association - Best Public Improvement Award

*Interim Director of Economic Development Richard Nevins presented the Texas Downtown Association Best Public Improvement Award to Director of Parks and Recreation and members of the Discover Historic Mansfield Association. The award was received for the Pond Branch Linear Trail project.*

**CITIZEN COMMENTS**

*Adam Stanley - 4102 Nicklaus Avenue - Mr. Stanley spoke in opposition of agenda item 18-2934.*

*Tamera J. Bounds - 1009 Meriwether Street - Mrs. Bounds spoke in opposition of agenda item 18-2934.*

*Lynda Pressley - 1419 Cowtown - Ms. Pressley spoke about the roundabout on Matlock Road by the hospital. She stated she would like to see it gone.*

*Shelia Favor - 503 Titleist - Ms. Favor spoke in opposition of agenda item 18-2934.*

*Larry Davis - 1013 Walnut Falls Circle - Mr. Davis spoke in support of agenda item 18-2934.*

*Alec Coughlin - 4200 Carnation Lane - Mr. Coughlin spoke in opposition of agenda item 18-2934.*

*J.D. Serrano - 7 Monticello Court - Mr. Serrano spoke in opposition of agenda item 18-2934.*

*Casey Coon - 4904 Sunflower Drive - Mr. Coon spoke in opposition of agenda item 18-2934.*

*Keysha Chester - 9 Addison Court - Ms. Chester spoke in opposition of agenda item 18-2934.*

*Jeremy Mylett - 4206 Carnation Lane - Mr. Mylett spoke in opposition of agenda item 18-2934.*

*Thomas J. McCracken - 5 Addison Court - Mr. McCracken spoke in opposition of agenda item 18-2934.*

*Bonnie McClory-Finn - 4601 Periwinkle Drive - Ms. McClory-Finn spoke in opposition of agenda item 18-2934.*

*John Cox - 4307 Spring Lake Parkway - Mr. Cox spoke in opposition of agenda item 18-2934.*

*John Powell - 701 Tee Box Court - Mr. Powell spoke in opposition of agenda item 18-2934.*

*Jimmie M. Wagnon - 600 Six Flags Dr., Arlington - Mr. Wagnon spoke in opposition of agenda item 18-2934.*

*Dan Massey - 4000 Britton Road - Mr. Massey spoke in opposition of agenda item 18-2934.*

*Debbie Hardesty - 307 Adobe Lily Court - Ms. Hardesty spoke in opposition of agenda item 18-2934.*

*Shola Morohunfola - 4225 Palmer Drive - Mr. Morohunfola spoke in opposition of agenda item 18-2934.*

*Mayor Cook recognized the following non-speakers in opposition of agenda item 18-2934:*

*Alexandria Valles - 1 Mystic Court*

*Airam Guerra - 2 Addison Court*

*Joanna Bonet - 2 Addison Court*

*Joseph Ngai - 521 Titleist Drive*

*Montrell Hill - 4206 Stonebriar Trail*

*Allison and Daniel Lopez - 4202 Stonebriar Trail*

*Tiffany Hill - 4206 Stonebriar Trail*

*Cathy Bartle - 704 Tee Box Court*

*Dallas McClendon - 4207 Jasmine Lane*

*Mikayla Sjolín - 4611 Sailboat Drive*

*Ann Lopez - 3911 Calloway Drive*

*Robert Nguyen - 4307 Eagle Drive*

Brenda Ruth - 514 Carnation Lane  
Barry Ruth - 514 Carnation Lane  
Ryan C. Grace - 4312 Garden Path Lane  
Maria Cesario - 3809 Calloway Drive  
Shannon Landry - 4207 Jasmine Lane  
Art Dominguez - 500 Periwinkle Drive  
Tommy Favor - 503 Titleist Drive  
Dwayne Dean - 301 Adobe Lily Court  
Lawrence E. Hopkins - 10 Monticello Court  
Richard Stradinger - 5 Monticello Court  
Terry Chester - 9 Addison Court  
Andre Fortune - 203 Pinnacle Drive  
Norberto Pacheco - 4806 Winterview Drive  
Fernando Leal - 4215 Gleneagles Drive  
Zac Chaffin - 4613 Fox Meadows Lane  
Kyla T. Chaffin - 4613 Fox Meadows Lane  
Morgan McBride - 4432 Britton Road  
Alex Favor - 503 Titleist Drive  
Tammy Dean - 301 Adobe Lily Court  
Hassan Mohseni - 4313 Gleneagles Drive  
Chakavak Sheidaei - 4313 Gleneagles Drive  
Wymeko Williams - 305 Garden Path Lane  
Leatrice S. Williams - 305 Garden Path Lane  
Sharon Sullivan - 3820 Calloway Drive  
Tri Dang - 4309 Gleneagles Drive  
Thomas Tran - 4213 Gleneagles Drive  
Milly McKenzie - 3913 Calloway Drive  
Alad D. McKenzie - 3913 Calloway Drive  
Duncan Otieno - 4605 Sunflower Drive  
Michael Ogoyi - 4507 Sunflower Drive  
Ann Tucker - 1123 Brook Arbor Drive  
Dean Tucker - 1123 Brook Arbor Drive  
Maid Hajdarovic - 4700 Gladiola Court  
Meaz Hajdarovic - 4700 Gladiola Court  
Tiffany Mylett - 4206 Carnation Lane  
Alberto Valles - 1 Mystic Court  
Marsha Cox - 4307 Spring Lake Parkway  
Penny Howse - 900 Cutting Horse Drive  
James M. Hwuse - 4107 Ping Drive  
Raymond Lee - 704 Dickerson Lane  
Brittany Lee - 704 Dickerson Lane  
Gene Howse - 900 Cutting Horse Drive  
Eric Boyd - 4902 Sunflower Drive  
Kelly Overby - 2 Briarwood Court  
Eric Boyd, Jr. - 4902 Sunflower Drive  
Harriet Boyd - 4902 Sunflower Drive  
Lynda Richardson - 4200 Mystic Trail  
Jennifer Hensley - 4605 Periwinkle Drive  
Christopher Hensley - 4605 Periwinkle Drive  
Nathan Levenson - 4501 Periwinkle Drive  
Dorey Thompson - 4009 Birdie Drive  
Bradford Peters - 504 Periwinkle Drive  
Bryan Taylor - 12 Monticello Court  
Mary Ryan - 4314 Poppy Drive

*LaTasha Hampton - 4310 Cobblestone Circle  
Lauren Hill - 1213 Stonewall Drive  
Hal Morton - 4206 Nicklaus Avenue  
Jenny Alexander - 8 Briarwood Court  
Neil Alexander - 8 Briarwood Court  
Carolyn Stradinger - 5 Monticello Court  
Robert Hampton, Jr. - 4310 Cobblestone Circle  
Christy Coon - 4904 Sunflower Drive  
Tamel Parrish - 4603 Paladium Drive*

*Mayor Cook recognized the following non-speakers in support of agenda item 18-2934:*

*Kelly Priest - 2316 Castle Creek Drive  
Rob Miller - 15455 Dallas Pkwy, Addison  
Richard Bomer - 2004 Royalwood  
Robert Putman - 941 McCampbell Road  
Joe Rudd - 777 Main St.  
Jordan Fanning - 8124 Oak Mont Drive  
Angie Fanning - 8124 Oak Mont Drive  
LuAnn Ballard - 3892 Britton Road  
Joe Ballard - 3892 Britton Road  
Myrna and Lee Abrams - 2315 Meadow Drive  
Jim and Judy Phillips  
David Keal - 210 W. Main Street  
Ross Curtis - 790 Andrews Avenue  
Kevin Butler - 4101 Britton Road  
Reginal and Rhonda Hunter  
Jim Maibach - 1703 N. Peyco Drive*

## **COUNCIL ANNOUNCEMENTS**

*Council Member Leyman had no announcements.*

*Council Member Short had no announcements.*

*Council Member Lewis had no announcements.*

*Council Member Moore reminded everyone of the Hometown Holiday's Event taking place on Friday, November 30, 2018 at City Hall from 5:00 p.m. to 9:00 p.m. and the parade on Saturday, December 1, 2018 at 2:00 p.m.*

*Mayor Pro Tem Newsom gave an overview of the Mansfield Independent School District's upcoming football games.*

*Council Member Broseh had no announcements.*

*Mayor Cook had no announcements.*

## **STAFF COMMENTS**

### **City Manager Report or Authorized Representative**

## Current/Future Agenda Items

*City Manager Clayton Chandler echoed Council Member Moore's comments.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

No action taken by the Council.

**CONSENT AGENDA****[18-2976](#)**

Resolution - A Resolution Authorizing a Contract with Freese & Nichols INC. for Engineering Services Related to the Rehabilitation of the S. H. 360 Wastewater Lift Station for an amount not to exceed \$181,206 (Utility Operations Fund)

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

**A RESOLUTION AUTHORIZING A CONTRACT WITH FREESE & NICHOLS, INC. FOR ENGINEERING SERVICES RELATED TO THE REHABILITATION OF THE S.H. 360 WASTEWATER LIFT STATION FOR AN AMOUNT NOT TO EXCEED \$181,206.00 (UTILITY OPERATING FUND)**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3528-18

**[18-2983](#)**

Resolution - A Resolution to Consider Approving a BuyBoard Contract with Ponder Company, Inc. of Dallas, TX in the Amount of \$75,710 for Replacement of the Gymnasium Floor at the Mansfield Activities Center

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

**RESOLUTION TO CONSIDER APPROVING A BUYBOARD CONTRACT WITH PONDER COMPANY, INC. OF DALLAS, TEXAS IN THE AMOUNT OF \$75,710 FOR REPLACEMENT OF THE GYMNASIUM FLOOR AT THE MANSFIELD ACTIVITY CENTER**

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

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



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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3529-18

### **ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**

#### **18-2734**

Ordinance - Second Reading and Consideration of Final Passage of an Ordinance Renewing a Franchise to Construct, Maintain, and Operate Pipelines and Equipment in the City of Mansfield, Tarrant County Texas, granted to Atmos Energy Corporation, a Texas and Virginia Corporation, its Successors and Assigns, for the Transportation, Delivery, Sale and Distribution of Gas in, out of, and Through Said City; Providing for the Payment of a Fee or Charge for the Use of the Public Right-of-Way; and Providing that Such Fee Shall be in Lieu of Certain Other Fees and Charges

*Council Member Moore removed this item from the consent agenda. City Secretary Tracy Norr read the caption into the record. Director of Utilities Jeff Price answered Council questions.*

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

**AN ORDINANCE RENEWING A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF MANSFIELD, TARRANT COUNTY TEXAS, GRANTED TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES**

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

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

**Aye:** 6 - David Cook; Larry Broseh; Brent Newsom; Julie Short; Mike Leyman and Casey Lewis

**Nay:** 1 - Terry Moore

**Abstain:** 0

Enactment No: OR-2103-18

#### **18-2982**

Resolution - A Resolution to Consider Approving a BuyBoard Contract with iOffice of Decatur, TX in an Amount Not to Exceed \$89,500 for the Purchase and Installation of Furniture for the Parks Administration Building

*Council Member Leyman removed this item from the consent agenda. Director of Parks and Recreation Matt Young answered Council questions.*

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

**RESOLUTION TO CONSIDER APPROVING A BUYBOARD CONTRACT WITH IOFFICE OF DECATUR, TEXAS IN AN AMOUNT NOT TO EXCEED \$89,500 FOR THE PURCHASE AND INSTALLATION OF FURNITURE FOR THE PARKS ADMINISTRATION BUILDING**

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

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

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

**Nay:** 1 - Casey Lewis

**Abstain:** 0

Enactment No: RE-3530-18

#### [18-2973](#)

Minutes - Approval of the November 12, 2018 Regular City Council Meeting Minutes

*Council Member Leyman removed this item from the consent agenda. He stated revisions had been made by the City Secretary's Office.*

**A motion was made by Council Member Leyman to approve the minutes of the November 12, 2018 Regular City Council Meeting changing the wording under item 18-2951 to read "Council Member Leyman removed this item from the consent agenda and asked for clarification that this agenda item is not related to the dog park. Deputy City Manager Shelly Lanners stated the item before the Council for approval was for the restoration of the Man house and the barn on the property not the dog park." Seconded by Council Member Moore. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

### **END OF CONSENT AGENDA**

### **OLD BUSINESS**

#### [18-2861](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to PD Planned Development District for OP Office Park District uses 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)

*Tracy Norr read the caption into the record. Deputy City Manager Joe Smolinski made brief comments and answered Council questions. HCC Contracting, Inc. representative Bob Blackwelder answered Council questions.*

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

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

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

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

**Aye:** 4 - David Cook; Larry Broseh; Julie Short and Mike Leyman

**Nay:** 3 - Brent Newsom; Terry Moore and Casey Lewis

**Abstain:** 0

Enactment No: OR-2104-18

#### 18-2934

Ordinance - Third and Final Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to PD, Planned Development District for I-1, Light Industrial Uses on Approximately 241.69 Acres, Generally Located at the Northwest Corner of Lone Star Road and S. Miller Road; the Northeast Corner of Britton Road and S. Miller Road; and South of Lone Star Road and Britton Road Approximately 660 Feet East of SH 360 and Approximately 1500 Feet West of S. Holland Road; Logistics Property Company (ZC#18-021)

*Tracy Norr read the caption into the record. Joe Smolinski made brief comments. Logistics Property Company representative Kent Newsom made brief comments.*

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

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

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

**Nay:** 1 - Mike Leyman

**Abstain:** 0

#### PUBLIC HEARING

#### 18-2974

Ordinance - Public Hearing and Consideration of a Specific Use Permit for a

Gasoline Service Station on Approximately 1.209 Acres Known as Lot 1, Block 48, Somerset Addition, Generally Located at the Southeast Corner of US 287 & Barrington Way; Sherrelle Russell of The Dimension Group, on Behalf of Ben Leudtke of Hanover Properties, Inc. (ZC#18-024)

*Joe Smolinski made brief comments. The Dimension Group representative Sherrelle Russell; Hanover Property Company representative John Carter; and 7-Eleven representative Ben Camillo answered Council questions. Mayor Cook opened the public hearing at 8:46 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 8:46 p.m.*

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

## **PUBLIC HEARING AND FIRST READING**

### **18-2975**

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from PD Planned Development District to PD Planned Development District for a Church and Associated Uses on Approximately 7.59 Acres Known as Lot 6R, Block 4, Hillcrest West Addition and Approximately 4.74 Acres out of the W.C. Price Survey, Abstract No. 1240, Tarrant County, TX, Totaling Approximately 12.33 Acres Located at 500 & 600 E. Dallas St., 310 Graves St., and 303 & 305 S. Waxahachie St.; Justin S. Gilmore of Level 5 Design Group, on behalf of Pastor Thu Nguyen of St. Jude Catholic Church (ZC#18-026)

*Tracy Norr read the caption into the record. Joe Smolinski made brief comments. Level 5 Design Group representative Justin Gilmore made brief comments. Interim Director of Planning Lisa Sudbury answered Council questions. Mayor Cook opened the public hearing at 8:52 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 8:52 p.m.*

**A motion was made by Council Member Leyman to approve the first reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR A CHURCH AND ASSOCIATED 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 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

## **PUBLIC HEARING CONTINUATION AND SECOND READING**

### **18-2947**

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District and I-1 Light Industrial District to PD Planned Development District for Single-Family Residential and C-2 Uses on Approximately 185.644 Acres Out of the B.B.B. & C.R.R. Survey, Abstract No. 83, the A. Bedford Survey, Abstract No. 60, and the P. George Survey, Abstract No. 299, Johnson Co., TX, Generally Located at 1601 & 1651 Bedford St. and 1621 Lone Star Rd.; Clayton Snodgrass of BBCP Acquisitions, LLC on behalf of Brian Dalton of Dalton's Best Maid Products, Inc. (ZC#18-020)

*BBCP Acquisitions, LLC representative Clayton Snodgrass gave a brief presentation and answered Council questions. Lisa Sudbury answered Council questions. Mayor Cook continued the public hearing through second reading at 9:14 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 9:14 p.m.*

**A motion was made by Council Member Short 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 SINGLE-FAMILY RESIDENTIAL AND C-2 COMMUNITY BUSINESS 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," with the following modifications: that all perimeter fencing be maintained by the HOA; adding curve lineature in the streets on the west side of the development; and that the 20 foot front setback on the J swing garages be all 20 percent of the development not just on types two and three. Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

**Aye:** 5 - David Cook; Brent Newsom; Terry Moore; Julie Short and Casey Lewis

**Nay:** 2 - Larry Broseh and Mike Leyman

Abstain: 0

### **18-2948**

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 1.3 Acres Being a Portion of Lot 5, Block 3 of the Original Town of Britton, Generally Located at 913 Cope St.; Jordan Riness of Riness Holdings LLC (ZC#18-022)

*Riness Holdings, LLC representative Jordan Riness made brief comments. Mayor Cook continued the public hearing through second reading at 9:20 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 9:20 p.m.*

**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 SINGLE-FAMILY RESIDENTIAL USES, PROVIDING FOR THE  
REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY  
CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO  
THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN  
EFFECTIVE DATE." 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

*Mayor Cook recessed the meeting at 9:20 p.m. for a break. Mayor Cook reconvened  
the meeting into regular business session at 9:35 p.m.*

## **PUBLIC HEARING AND FIRST READING**

### **18-2977**

Ordinance - Public Hearing and First Reading of an Ordinance Amending  
Section 4500.B of the Zoning Ordinance to Increase the Minimum Floor Area  
for Houses in the SF-12/22, PR, SF-9.6/20 and SF-8.4/18 Zoning Districts  
(OA#18-002A)

*Tracy Norr read the caption into the record. Senior Planner Art Wright made brief  
comments and answered council questions. Mayor Cook opened the public hearing at  
9:42 p.m. With no one wishing to speak, Mayor Cook continued the public hearing  
through second reading at 9:42 p.m.*

**A motion was made by Council Member Moore to approve the first reading of  
"AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE  
COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, TEXAS  
AS HERETOFORE AMENDED BY AMENDING SECTION 4500.B, "AREA AND  
HEIGHT REGULATIONS," TABLE 1, "RESIDENTIAL DISTRICTS" OF SAID  
ORDINANCE TO INCREASE THE MINIMUM FLOOR AREA FOR HOUSES IN THE  
SF-12/22, SF-9.6/20, AND SF-8.4/18, SINGLE FAMILY RESIDENTIAL DISTRICTS;  
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 Broseh. 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

### **18-2978**

Ordinance - Public Hearing and First Reading of an Ordinance Amending  
Section 4600.D.15 of the Zoning Ordinance to Revise the Regulations on



## Reduced Size Lots (OA#18-002B)

*Tracy Norr read the caption into the record. Art Wright made brief comments and answered Council questions. Mayor Cook opened the public hearing at 9:56 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 9:56 p.m.*

**A motion was made by Council Member Lewis to approve the first reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AS HERETOFORE AMENDED BY AMENDING SECTION 4600.D.15 OF SAID ORDINANCE TO REVISE THE REGULATIONS RELATED TO REDUCED SIZE LOTS; 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 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

[18-2979](#)

Ordinance - Public Hearing and First Reading of an Ordinance Amending Section 6300.E.6 of the Zoning Ordinance to Revise the Criteria for a Special Exception to Allow an Increase in the Maximum Allowable Area or Height, or a Reduction of the Minimum Setback Requirements for Accessory Buildings or Structures on Lots of 12,000 Square Feet or Larger (OA#18-003)

*Tracy Norr read the caption into the record. Art Wright made brief comments. Mayor Cook opened the public hearing at 10:06 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 10:07 p.m.*

**A motion was made by Council Member Short to approve the first reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AS HERETOFORE AMENDED BY AMENDING SECTION 6300.E.6 OF SAID ORDINANCE TO REVISE THE CRITERIA FOR A SPECIAL EXCEPTION TO ALLOW AN INCREASE IN THE MAXIMUM ALLOWABLE AREA OR HEIGHT, OR A REDUCTION OF THE MINIMUM SETBACK REQUIREMENTS FOR ACCESSORY BUILDINGS OR STRUCTURES ON LOTS OF 12,000 SQUARE FEET OR LARGER; 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 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

**PUBLIC HEARING CONTINUATION AND SECOND READING**[18-2946](#)

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District and I-1 Light Industrial District to PD Planned Development District for I-1 Light Industrial Uses on Approximately 155.223 Acres Out of the J. Wheeler Survey, Abstract No. 571, Johnson Co, TX, Generally Located at the Southeast Corner of Easy Dr. & 7th Ave. and 14.395 Acres Out of the W. Styles Survey, Abstract No. 791, Johnson Co, TX, Generally Located at the Northwest Corner of Hanks Drive & 7th Avenue, Altogether Totaling Approximately 169.618 Acres; Richard Nevins of the Mansfield Economic Development Corporation (ZC#17-010)

*Richard Nevins made brief comments and answered Council questions. Mayor Cook continued the public hearing through second reading at 10:09 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 10:09 p.m.*

**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 I-1 LIGHT INDUSTRIAL 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 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 AND THIRD AND FINAL READING**[18-2928](#)

Ordinance - Public Hearing and Third and Final Reading of an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone for Commercial-Industrial Tax Abatement Within the City of Mansfield, Texas to be Known as Reinvestment Zone 43; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; Providing a Repealer Clause; and Providing for an Immediate Effective Date

*Tracy Norr read the caption into the record. Richard Nevins made brief comments and answered Council questions. Mayor Cook continued the public hearing through third and final reading at 10:10 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 10:10 p.m.*

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF MANSFIELD, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE**

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

**Seconded by Council Member Short. 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: OR-2105-18

[18-2929](#)

Ordinance - Public Hearing and Third and Final Reading of an Ordinance of the City Council of the City of Mansfield, Texas, Designating a Certain Area as a Tax Abatement Reinvestment Zone for Commercial-Industrial Tax Abatement Within the City of Mansfield, Texas, to be Known as Reinvestment Zone 44; Establishing the Boundaries Thereof and Other Matters Related Thereto; Providing a Severability Clause; Providing a Repealer Clause; and Providing for an Immediate Effective Date

*Tracy Norr read the caption into the record. Richard Nevins made brief comments and answered Council questions. Mayor Cook continued the public hearing through third and final reading at 10:15 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 10:15 p.m.*

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF MANSFIELD, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE**

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

**Seconded by Council Member Broseh. 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

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Enactment No: OR-2106-18**PUBLIC HEARING CONTINUATION AND SECOND READING**[18-2949](#)

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from SF-7.5/12 Single-Family Residential District to PD Planned Development District for Single-Family Residential Uses on Approximately 0.28 Acres Known as Lot 18, Block 5 of the Hillcrest Addition, Generally Located at 801 Stell Avenue; City of Mansfield (ZC#18-023)

*Lisa Sudbury made brief comments. Mayor Cook continued the public hearing through second reading at 10:17 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 10:17 p.m.*

**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 SINGLE-FAMILY RESIDENTIAL USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." 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

**CONSENT AGENDA**[18-2981](#)

Resolution - A Resolution to Consider Awarding a Construction Contract to Ratliff Hardscape of Lewisville, TX in the Amount of \$2,135,002.96 for Construction of Phase 2B of the Walnut Creek Linear Park Trail

*Council Member Lewis removed this item from the consent agenda. Matt Young answered Council questions.*

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

**RESOLUTION TO CONSIDER AWARDING A CONSTRUCTION CONTRACT TO RATLIFF HARDSCAPE OF LEWISVILLE, TEXAS IN THE AMOUNT OF \$2,135,002.96 FOR CONSTRUCTION OF PHASE 2B OF THE WALNUT CREEK LINEAR PARK TRAIL**

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

**Seconded by Council Member 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-3531-18

### **ADJOURN**

**A motion was made by Council Member Newsom to adjourn the meeting at 10:23 p.m. 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

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ATTEST: David L. Cook, Mayor

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Tracy Norr, City Secretary