



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, December 12, 2022

1:30 PM

Council Chambers

REGULAR MEETING

1. **1:30 P.M. - CALL MEETING TO ORDER**

2. **WORK SESSION**

Discussion Regarding Legislative Issues

Discussion Regarding Public Art Funding and Policy

Discussion Regarding On-Demand Micro Transit

3. **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 Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects
Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

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

Discussion Regarding City Manager

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

Economic Development Project #21-01

Economic Development Project #22-01

Economic Development Project #22-04

Economic Development Project #22-14

Economic Development Project #22-18

Economic Development Project #22-19

Economic Development Project #22-27

4. 6:30 P.M. – RETIREMENT RECEPTION FOR DEPUTY CITY MANAGER SHELLY LANNERS

5. 7:00 PM OR IMMEDIATELY FOLLOWING RECEPTION - RECONVENE INTO REGULAR BUSINESS SESSION

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. TEXAS PLEDGE

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

9. RECOGNITION

Recognition of Municipal Court Staff

Recognition of Jesse Fernandez Front Line Leadership Award Winner

Recognition of Deputy City Manager Shelly Lanners

10. CITIZEN COMMENTS

Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK UNLESS YOU ARE SPEAKING ON A SCHEDULED PUBLIC HEARING ITEM. After the close of the citizen comments portion of the meeting only comments related to public hearings will be heard. All comments are limited to five (5) minutes.

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to the start of the meeting.

11. COUNCIL ANNOUNCEMENTS**12. SUB-COMMITTEE REPORTS**[22-5099](#)

Minutes - Approval of the November 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Presenters: Keera Seiger

Attachments: [11-22-22 DRAFT Meeting Minutes](#)

13. 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

Mansfield Youth Council Education Opportunities - Kristen Petree and Ellie Rodriguez

TML Region 8 Meeting Update - Joe Smolinski

Hometown Holidays Recap - Theresa Cohagen

Dash into Downtown Recap - Rachel Bagley

Santa's Scout the Route Update - Fire Chief Mike Ross

14. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**15. 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

[22-5079](#) Ordinance - Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, in an Aggregate Principal Amount not to exceed \$5,150,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Bond Purchase Agreement, Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Presenters: Troy Lestina

Attachments: [Ordinance](#)

[22-5076](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting a Policy For the Establishment of a Relocation Assistance Program Related to Implementation of the City's Minimum Housing Standards, Substandard Building Ordinance and Other Programs, and Related to Amoritization; and Providing an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Resolution](#)

[Exhibit A](#)

[22-5078](#) Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

Presenters: Mike Ross

Attachments: [Resolution](#)

[2022-2023 Tarrant County Mutual Aid Agreement](#)

[Exhibit B](#)

[22-5080](#) Resolution – A Resolution Awarding a Contract for the Construction of the Shadow Oaks Neighborhood Drainage Improvements to Tex-Pro Construction LLC and Authorizing Funding for an Amount Not to Exceed \$208,080.40 (Drainage Utility Fund)

Presenters: Howard Redfearn

Attachments: [Resolution](#)

[Map](#)

[Bid Tab](#)

[Bid Recommendation Letter](#)

[22-5081](#) Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$58,500 and Approval of Contract with Westra Consultants, LLC, to Conduct the Miscellaneous Drainage Analysis of Three Areas (Drainage Utility Fund)

Presenters: Howard Redfearn

Attachments: [Resolution](#)

[Five Oaks Drainage Area](#)

[The Oaks Drainage Area](#)

[Westra Drainage Analysis Services](#)

[Willowstone Pond](#)

[22-5089](#) Resolution - Authorization of Additional Funding in the Amount of \$51,965.79 Related to the Developer Participation Contract Between the City of Mansfield and Realty Capital Management, LLC for Roadway Improvements Related to the Watson Branch Development (Street Bond Fund)

Presenters: David Boski

Attachments: [Resolution](#)

[22-5092](#) Resolution - A Resolution to Consider Awarding a Construction Contract to JNA Painting & Contracting Company, Inc. of Dickinson, Texas in the Amount of \$51,700 for Athletic Field Fence Painting at the Michael L. Skinner Sports Complex

Presenters: Matt Young

Attachments: [Resolution](#)

[Bid Tabulation](#)

[22-5093](#) Resolution - A Resolution to Consider Awarding a Construction Contract to Triple-C Fence of Haslet, Texas in the Amount of \$110,000 for Fencing Realignment and Improvements at the Michael L. Skinner Sports Complex

Presenters: Matt Young

Attachments: [Resolution](#)

[Bid Tabulation](#)

[22-5096](#) Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$325,000.00 and Approval of Contracts, Including Design Services with Parkhill, to Prepare Cannon Dr. South for Public Bidding and Construction (TIRZ #1)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[Map](#)

[22-5104](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager or His Designee to Execute a Professional Services Agreement with Freese and Nichols, Inc. for the

Preparation of a Future Land Use Plan for the City of Mansfield for an Amount not to Exceed Two Hundred Seventy-Four Thousand Eight Hundred and 00/100 (\$274,800.00)

Presenters: Jason Alexander

Attachments: [Resolution](#)

[Mansfield FLUP Contract](#)

[22-5097](#)

Minutes - Approval of the November 14, 2022 3:00 p.m. Regular City Council Meeting Minutes

Presenters: Keera Seiger

Attachments: [11-14-22 DRAFT Meeting Minutes](#)

[22-5098](#)

Minutes - Approval of the November 14, 2022 7:00 p.m. Regular City Council Meeting Minutes

Presenters: Keera Seiger

Attachments: [11-14-22 DRAFT Meeting Minutes.pdf](#)

END OF CONSENT AGENDA

16. PUBLIC HEARING

[22-4885](#)

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to revise the definition of an accessory dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to revise regulations related to accessory dwellings in Section 155.099(B)(35); (OA#22-007)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[22-4729](#)

Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the Habitable Area of an Accessory Unit (OA 22-005)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[22-5105](#)

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

Presenters: Jason Moore

Attachments: [Ordinance](#)

[Exhibit A](#)

17. PUBLIC HEARING AND FIRST READING[22-5042](#)

Ordinance - Public Hearing and Continued First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Exhibit A](#)

[Exhibit B - PD, Planned Development District Regulations](#)

[Maps and Supporting Information](#)

18. ADJOURN**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the December 12, 2022 1:30 p.m. 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 8, 2022 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Keera Seiger, Assistant City Secretary

Approved as to form:

City Attorney

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 CELL PHONES WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5099

Agenda Date: 12/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the November 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council - Housing Market Growth Strategy Sub-Committee

Tuesday, November 22, 2022

5:30 PM

City Hall

CALL TO ORDER

Chair Lewis called the meeting to order at 5:31 p.m.

Staff present: City Manager Joe Smolinski, Assistant City Manager Matt Jones, Director of Public Works Bart VanAmburgh, Director of Planning Jason Alexander, Assistant City Secretary Keera Seiger

Present 3 - Casey Lewis; Julie Short and Tamera Bounds

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEMS

Discussion Regarding Stillwater Capital, LLC's Residential Developments

Director of Planning Jason Alexander presented a high level overview of the site plan, landscaping plan, and elevation of the project for the Stillwater Capital, LLC's multi-family development. Cole Henley, Stillwater Capital, LLC, spoke on Sub-Committee Member Lewis' comments at a recent City Council meeting regarding the development. There was discussion on aspects of the development between the Sub-Committee members, staff, and Mr. Henley that included walk-up units, streetscapes, landscaping, the similarity of the development to the rest of The Reserve, paths through the development, parking lots, sidewalks along the future street, architectural details of buildings, and the retaining wall. Finally, Sub-Committee Member Lewis spoke on a lack of communication on this project by Stillwater Capital, LLC to the Sub-Committee and City Council.

Consideration of Future Sub-Committee Discussion Topics

Sub-Committee Member Short spoke on an interest of discussing the interaction of developments with other developments. Sub-Committee Member Bounds commented that she would like to discuss building walkability into new communities, master planning, and looking at the city as a whole. Sub-Committee Member Lewis spoke on an interest of amending the city's tree ordinance. Director of Public Works Bart VanAmburgh spoke on application for a grant for an action plan that is in the works, as well as the importance of walkability, and asked for direction from the sub-committee on the construction of sidewalks on certain streets.

ADJOURNMENT

Chair Lewis adjourned the meeting at 6:54 p.m.

ATTEST: Casey Lewis, Chair

Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
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STAFF REPORT

File Number: 22-5079

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, in an Aggregate Principal Amount not to exceed \$5,150,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Bond Purchase Agreement, Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Requested Action

The City Council approve an ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation. The notice is to announce to the public that the City will be issuing bonds on December 12, 2022 for purpose of: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) designing, engineering, developing, constructing, improving, repairing and extending water and wastewater facilities; (iii) professional services incurred in connection with items (i) and (ii) and to pay the costs incurred in connection with the issuance of the Certificates.

Recommendation

Staff recommends the approval of the Ordinance.

Description/History

During the capital planning process in fiscal year 2023, the City established a capital program for fiscal year 2023. Discussion occurred regarding prioritization of projects and funding of the projects.

Justification

The funds will be used to fund a development agreement. The developer has completed the required infrastructure.

Funding Source

Ad Valorem taxes: the cost of this issuance is not expected to raise the tax rate.

Prepared By

Troy Lestina, Director of Finance; 817-276-4258

ORDINANCE NO. OR-_____-__

AUTHORIZING THE ISSUANCE OF

\$_____

CITY OF MANSFIELD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2023

Adopted: December 12, 2022

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AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS,
AUTHORIZING THE ISSUANCE AND SALE OF CITY OF
MANSFIELD, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2023, IN THE
AGGREGATE PRINCIPAL AMOUNT OF \$_____;
AWARDING THE SALE THEREOF; LEVYING A TAX IN
PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID
CERTIFICATES; APPROVING EXECUTION AND DELIVERY
OF A PAYING AGENT/REGISTRAR AGREEMENT AND A
BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE
OFFICIAL STATEMENT; AND ENACTING OTHER
PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Chapter 271, Subchapter C, Texas Local Government Code, as amended, the City of Mansfield, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with a part of certain revenues of the City’s waterworks and sewer system (the “System”) remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein; and

WHEREAS, the City Council of the City (the “City Council”) has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue Certificates of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the requirements of law (the “Notice of Intention”); and

WHEREAS, the Notice of Intention stated that the City Council intended to pass an ordinance authorizing the issuance of the certificates of obligation at the regularly scheduled December 12, 2022 City Council meeting; and

WHEREAS, the Notice of Intention was also published continuously on the City’s website for at least 45 days before December 12, 2022 in accordance the requirements of law; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said Certificates and to sell the same for cash; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Applicable Law” means the duly adopted home rule charter of the City, and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which the City and its powers, securities, credit agreement, operations and procedures are, or may be, governed or from which its powers may be derived.

“Certificate” means any of the Certificates.

“Certificates” means any of the City’s certificates of obligation entitled “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023” authorized to be issued by Section 3.01.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall be prescribed by the Charter and which under the existing Charter commences October 1 and ends September 30 of the following year.

“Initial Certificate” means the Certificate described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 15 and August 15 of each year commencing February 15, 2024.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially U.S. Bank Trust Company, National Association, Dallas Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Certificates.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project Fund” means the project fund established by Section 8.01(a).

“Purchaser” means _____.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Surplus Revenues” means the revenues of the System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds; provided, however, that the amount of such surplus revenues pledged to the payment of the Certificates shall be limited to \$1,000.

“System” as used in this Ordinance means the City’s waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Certificates as the same become due and payable and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions.

The terms “City Council” and “City” shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

- (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.
- (b) Article and Section references shall mean references to articles and sections of this Ordinance unless designated otherwise.
- (c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE CERTIFICATES

Section 2.01. Payment of the Certificates.

- (a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars' valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.
- (b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.
- (c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 271, Subchapter C, Texas Local Government Code, as amended and Section 9.13 of the City's Home-Rule Charter. The Certificates shall be issued in

the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) designing, engineering, developing, constructing, improving, repairing and extending water and wastewater infrastructure; (iii) professional services incurred in connection with items (i) and (ii); and (iv) paying the costs incurred in connection with the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated December 1, 2022, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal installments set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2039			2039		
2030			2040		
2031			2041		
2032			2042		
2033					

(c) Interest shall accrue and be paid on each Certificate, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each February 15 and August 15 of each year, commencing on February 15, 2024, until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of

nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates.

Section 3.04. Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before

the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the initial purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser registered definitive Certificates as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in

which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation and Authentication.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Certificates in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination,

substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such

original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice

to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City’s obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after February 15, 2033, in whole or any part, in principal amounts equal to \$5,000 or any integral multiple thereof,

before their respective scheduled maturity dates, on February 15, 2032 or on any date thereafter, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Reserved.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be optionally redeemed pursuant to Section 4.02, the City shall determine the maturity or maturities and the amounts thereof to be redeemed. If less than all of the Certificates of a maturity or maturities are to be redeemed, the City will direct the Paying Agent/Registrar to call such Certificates within such maturity or maturities by lot, or by such other method that results in a random selection.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing of such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.08. Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Section 4.09. Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

U.S. Bank Trust Company, National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented to and hereby approved by the City Council. The signature of the Mayor shall be attested to by the City Secretary. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates, including the Initial Certificate submitted to the Attorney General of Texas and any temporary Certificates, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) [Form of Certificate]

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF MANSFIELD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2023

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>	<u>CUSIP NO.</u>
_____%	February 15, ____	January 12, 2023	_____

The City of Mansfield (the “City”) in the Counties of Tarrant, Johnson and Ellis, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2024.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of U.S. Bank Trust Company, National Association as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest

payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is dated December 1, 2022 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") pursuant to a certain ordinance of the City Council of the City (the "Ordinance") for purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) designing, engineering, developing, constructing, improving, repairing and extending water and wastewater infrastructure; (iii) professional services incurred in connection with items (i) and (ii); and (iv) paying the costs incurred in connection with the issuance of the Certificates

The Certificates and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City and from a pledge of certain surplus revenues (not to exceed \$1,000) of the City's Waterworks and Sewer System, all as described and provided in the Ordinance.

The City has reserved the option to redeem the Certificates maturing on or after February 15, 2033, in whole or part, in principal amount equal to \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2032, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption

date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law;

that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose, a limited amount of the Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the waterworks and sewer system; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Certificate has been duly executed on behalf of the City, under its official seal, in accordance with law.

Assistant City Secretary,
City of Mansfield, Texas

Mayor
City of Mansfield, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such Certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that said Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

(ii) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. ____" deleted;

(iii) in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from Section 3.02(b) hereof).

(iv) the Initial Certificate shall be numbered T-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services Bureau managed by S & P Global Market Intelligence on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Certificates, the Certificates, including the Initial Certificate, may bear an appropriate legend, as provided by the insurer. To the extent permitted by applicable law, the City will comply with all notice and other applicable requirements of the insurer in connection with the issuance of the Certificates, as such requirements may be in effect and transmitted to the City with the insurer's commitment to issue such insurance.

ARTICLE VII

SALE OF THE CERTIFICATES; CONTROL AND DELIVERY OF THE CERTIFICATES

Section 7.01. Sale of Certificates; Official Statement; Engagement Letter.

(a) The Certificates, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to _____ (the "Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$_____, being the bid which produced the lowest true interest cost to the City. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby authorized. The City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and

distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) All officers of the City are authorized to execute such documents, Certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500).

(d) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date. The Mayor, City Manager or any Deputy City Manager is hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

- (a) The City hereby establishes the following special funds or accounts:
 - (i) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, Interest and Sinking Fund; and
 - (ii) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, Project Fund.
- (b) Each of said funds or accounts shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

- (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.
- (b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Certificates plus the aggregate amount of interest due and that will become due and payable on such Certificates, no further deposits to that fund need be made.
- (c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

Section 8.03. Project Fund.

- (a) Money on deposit in the Project Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.
- (b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) \$_____ of the proceeds of the Certificates received on the Closing Date shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) \$_____ of premium generated on the Certificates shall be used to pay the cost of issuance of the Certificates. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively

taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Tax Matters.

(a) *General.* The City covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Certificates to be includable in gross income, for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) *No Private Activity Bonds.* The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee.* The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds.* The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds.* The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) *Required Rebate.* The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) *Information Reporting.* The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) *Record Retention.* The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) *Registration.* If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) *Favorable Opinion of Bond Counsel.* Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) *Continuing Compliance.* Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) *Official Intent.* For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the Authority is not in effect for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates issued in the maximum amount authorized by this Ordinance to reimburse itself for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to-wit:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(c) An order of relief shall be issued by the Bankruptcy Court of the United States District Court having jurisdiction, granting the City any relief under any Applicable Law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

Section 10.02. Remedies for Default.

- (a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.
- (b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

- (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.
- (b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The City reserves the right to defease, refund or discharge the Certificates (i) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust a sum of money equal to the principal of, premium, if any, and all interest to accrue on such Certificates to maturity or redemption or (ii) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust amounts sufficient, together with the investment earnings thereon, to provide for the payment and/or redemption of such Certificates; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) any combination of (i) and (ii) above. The foregoing obligations may be in book-entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Certificates, as the case may be.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in the Appendix A as Tables numbered 1 through 6 and 8 through 15, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City within 12 months after the end of each fiscal year, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.02. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;

- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of the holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

- (b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information

and notices of material events in accordance with Section 12.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information, as prescribed by the MSRB, and will be available via EMMA at www.emma.msrb.org.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any

greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Ordinance.

The Mayor, City Manager, any Deputy City Manager and the Chief Financial Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 14.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.01. Effectiveness.

Notwithstanding the provisions of Article III, Section 3.13(c) of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 12th day of December, 2022.

Mayor, City of Mansfield, Texas

ATTEST:

City Secretary,
City of Mansfield, Texas

APPROVED AS TO FORM:

City Attorney, City of Mansfield, Texas

APPENDIX A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The audited financial statements of the City for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1-6 and 8-15 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements set forth in Appendix B to the Official Statement.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5076

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting a Policy For the Establishment of a Relocation Assistance Program Related to Implementation of the City's Minimum Housing Standards, Substandard Building Ordinance and Other Programs, and Related to Amoritization; and Providing an Effective Date

Requested Action

Consider the Resolution to create a Relocation Assistance Program.

Recommendation

Approve the Resolution creating the Relocation Assistance Program as outlined in Exhibit A.

Description/History

The proposed Relocation Assistance Program is compatible with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required by Section 21.046 of the Texas Property Code.

Justification

The goal of the City's code compliance program is to provide property owners with every practical and reasonable opportunity to meet minimum code standards in the City of Mansfield. However, in some circumstances, an owner may not have chosen to bring their property into code compliance, and it might be necessary for an individual, family, or business to be displaced in conjunction with the enforcement of the City's Substandard Building Ordinance. The Relocation Assistance Program would provide a policy to assist persons with finding a suitable replacement dwelling or property.

Funding Source

General Fund

Prepared By

Nicolette Ricciuti
Director of Regulatory Compliance

Exhibit A

City of Mansfield

Relocation Assistance Program

Purpose:

- (a) To provide rules for a relocation advisory service for an individual, a family, a business concern, a farming or ranching operating, or a nonprofit organization that is compatible with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in accordance with Section 21.046 of the Texas Property Code.
- (b) To provide rules for additional relocation assistance to be made available in appropriate circumstances. The types and amounts of such assistance will be determined by the City Manager or his designee on a case-by-case basis based upon the specific circumstances of relocation.

Relocation Advisory Service:

The City shall provide a relocation advisory service which shall include such measures, facilities, or services as may be necessary or appropriate in order to:

- (a) determine and make timely recommendations on the needs and preferences, if any, of displaced persons for relocation assistance;
- (b) provide current and continuing information on the availability, sales prices, and rental charges of comparable replacement dwellings for displaced homeowners and tenants and suitable locations for businesses, farm operations, and nonprofit organizations;
- (c) assure that a person shall not be required to move from a dwelling unless the person has had a reasonable opportunity to relocate to a comparable replacement dwelling, except in the case of:
 - (1) a major disaster as defined in 42 U.S.C. 5122(2);
 - (2) a national emergency declared by the President; or
 - (3) any other emergency which requires the person to move immediately from the dwelling because continued occupancy of such dwelling by such person constitutes a substantial danger to the health or safety of such person;
- (d) assist a person displaced from a business, farm operation, or nonprofit organization in locating a suitable replacement location;

- (e) supply (A) information concerning other Federal and State programs which may be of assistance to displaced persons; and (B) technical assistance to such persons in applying for assistance under such programs; and
- (f) provide other advisory services to displaced persons in order to minimize hardships to such persons in adjusting to relocation.

Additional Relocation Assistance:

- (a) On an annual or a project basis, the City Council may adopt a budget which allocates funding for additional relocation assistance based upon the anticipated number of upcoming projects that may require such assistance.
- (b) Types of Additional Relocation Assistance
 - (1) To the extent that funding is available, and in those circumstances in which the City Manager or his designee determine such assistance is appropriate, the City shall pay moving expenses and rental supplements, make relocation payments, provide financial assistance to acquire replacement housing, and compensate for expenses incidental to the transfer of the property or provide other assistance that would reasonably assist in finding other suitable housing.
 - (2) For each project that results in the mandatory displacement from property, the City may hold one (1) or more public informational meetings regarding relocation assistance if the number of persons potentially eligible is sufficient to necessitate such service.
 - (3) The City may also provide a "tenant info line" available for the public to call to receive information regarding relocation assistance if the number of persons potentially eligible is sufficient to necessitate such service.
- (c) Eligibility
 - (1) The City Manager or his designee shall determine eligibility for additional relocation assistance. A person may be eligible for such assistance if he/she meets the following requirements:
 - (A) Code Enforcement
 - (i) the person is "displaced," which means that the person moves from real property as a direct result of the City's enforcement of its Substandard Building Ordinance, provided that displacement is permanent; and

- (ii) the person is legally and actually occupying the property on the date the City provides notice that the property must be vacated by a future date certain, and
- (iii) the person is legally and actually occupying the property on the date the City orders that the property be vacated; and
- (iv) after receiving notice from the City regarding how to apply for assistance, the person files the required application with the City requesting such assistance.

(B) Amortization

- (i) the person is "displaced," which means that the person moves from real property as a direct result of amortization; and
- (ii) the person is legally and actually occupying the property on the date the City issues an order setting a date by which the nonconforming use must cease operating; and
- (iii) the person is legally and actually occupy the property on the date that the City orders that the property be vacated; and
- (iv) after receiving notice from the City regarding how to apply for assistance, the person files the required application with the City requesting such assistance.

- (2) Once eligibility is determined, the City Manager or his designee will determine the types and amount of assistance that will be provided based on the circumstances. Payments may be made on a lump sum basis, by services rendered, or by any other reasonable method as determined by the City Manager or his designee.

Approved by the City Council on the ____ day of ____, 2022.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5078

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

Requested Action

Approval of City Council for the Fire Chief to renew the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1.

Recommendation

Staff recommends Approval of the Resolution

Description/History

Mansfield Fire Department is currently providing mutual aid to Tarrant County ESD No. 1. The current agreement was put in place October 25, 2010, and renews every 12 months with City Council approval. The new agreement will be effective on the date of signature and continue for twelve (12) months.

Justification

The new contract includes an increase in Fire Service Compensation to \$8,500.00 from \$8,000.00 for the current contract year. And the available amount of funds for EMS reimbursement have also increased.

Funding Source

N/A

Prepared By

Michael Ross, Fire Chief



TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. ONE
2750 PREMIER STREET
FORT WORTH, TEXAS 76111-3011
(817) 838-4660
(817) 831-2007 FAX

September 29, 2022

City of Mansfield
1200 E Broad St
Mansfield, TX 76063

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for fire mutual aid and EMS service provided by your City to the District beginning October 1, 2022 through September 30, 2023.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact Fire Marshal Randy Renois.

Regards,

Elizabeth Siddiq
Office Manager

Encl: ESD #1 Agreement (x2)

THE STATE OF TEXAS §
 §
 §
 §
 COUNTY OF TARRANT §

City of Mansfield, Texas
 Mutual Aid
 Emergency Medical Services

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF MANSFIELD, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibits "A" and being the same service areas as the City of Kennedale and Rendon Volunteer Fire Department who have primary responsibility to provide service unless diverted to CITY. The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHTY-FIVE HUNDRED DOLLARS (\$8,500.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is

under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF MANSFIELD, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

ESN 170

RENDON VFD

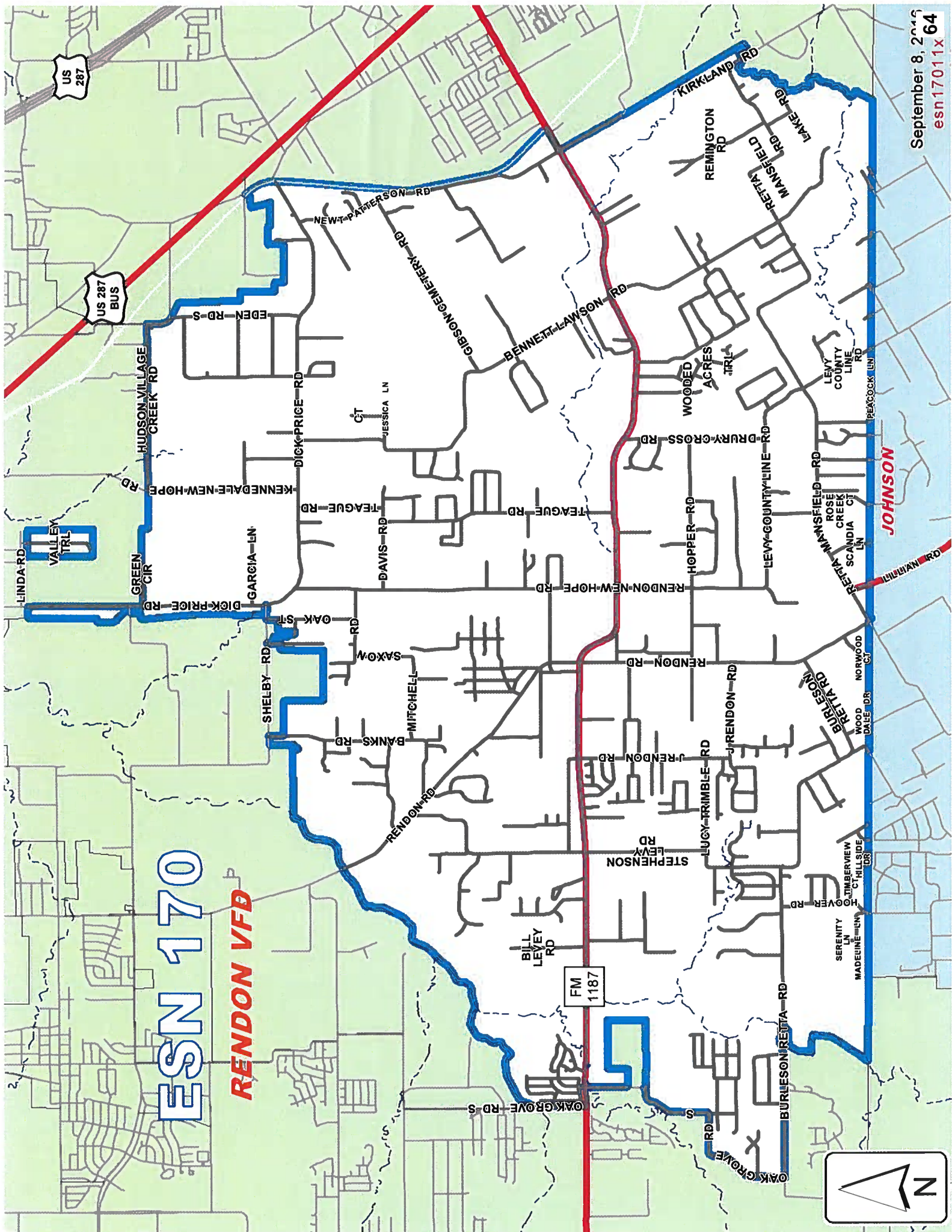


EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
*** AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.’s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5080

Agenda Date: 12/12/2022

Version: 2

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Awarding a Contract for the Construction of the Shadow Oaks Neighborhood Drainage Improvements to Tex-Pro Construction LLC and Authorizing Funding for an Amount Not to Exceed \$208,080.40 (Drainage Utility Fund)

Requested Action

Approve the Resolution awarding the contract to construct Shadow Oaks Neighborhood Drainage Improvements to Tex-Pro LLC and authorize funding for the same project.

Description/History

Complaints of flooding through several properties and homes in this area have been received for many years. Homeowners have spent several thousands of dollars attempting to control the issue. Adjacent City projects have constructed solutions as well, but none of the work to date has resolved the flooding.

The source of flooding is several acres of undeveloped property north of the subdivision that was not accounted for in the initial drainage design. No appropriate overflows were constructed with the subdivision, and none currently exists. This project will resolve the offsite flooding issues, and provide a means for future development of the currently vacant land to enter the underground drainage system.

This project was designed to control runoff from the undeveloped land generally located south of Turner Warnell Rd, east of Callendar Rd, and north of Majestic Oaks Ct.

The project was bid on November 17, 2022 and there were seven bidders for the project. Bids ranged from a low bid of \$174,768.00 to a high bid of \$506,869.00. The bid tabulation is attached. The low bidder was Tex-Pro Construction, LLC. The contract time for this project is Sixty (60) working days or approximately 3 months.

The requested funds are for a construction contract in the amount of \$174,768.00, a 5% construction contingency, material testing, survey, and other miscellaneous services needed to complete the construction of the project within a budget not to exceed \$208,080.40.

Justification

Tex-Pro Construction LLC has completed smaller projects on behalf of the City in the past. Tex-Pro Construction LLC has also completed projects of similar scale as a subcontractor within the City. The Environmental Department is confident Tex-Pro Construction LLC is

capable of successful completion of this project.

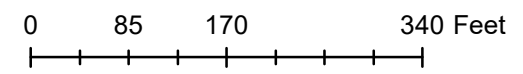
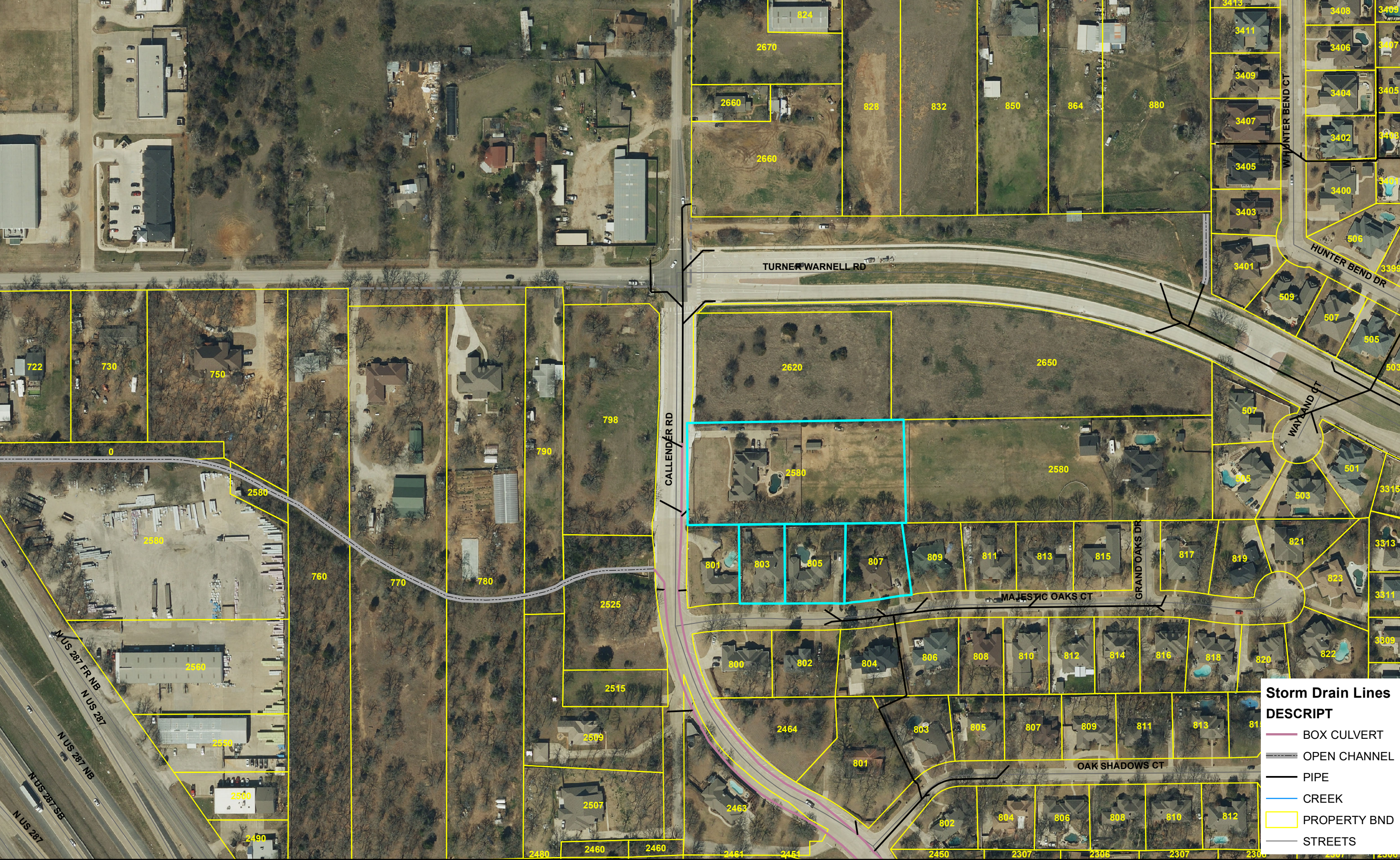
The Environmental Manager will be in attendance at the meeting to answer Council's questions regarding the proposed contract. A resolution is attached for Council's consideration.

Funding Source

Drainage Utility Fund.

Prepared By

Howard Redfearn, Environmental Manager 817-276-4247



Storm Drain Lines
DESCRIPT

- BOX CULVERT
- OPEN CHANNEL
- PIPE
- CREEK
- PROPERTY BND
- STREETS



BID TABULATION

CITY OF MANSFIELD
Drainage Improvements to Serve the Shadow Oaks Neighborhood
Bid Opening: 11/17/2022 @ 2pm

				Tex-Pro Construction		RNO Construction		Thomas II Development		FM Utilities	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION A - GENERAL ITEMS											
1	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,614.28	\$ 6,614.28
2	Site Preparation	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00
3	Furnish, Install, Maintain & Remove Erosion Control Devices	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00
4	Prepare, Furnish, Install, Maintain Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SECTION B - DRAINAGE IMPROVEMENT ITEMS											
1	2' x 2' Drop Inlet	3	EA	\$ 7,500.00	\$ 22,500.00	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 5,500.00	\$ 16,500.00
2	2'-6" x 2'-6" Catch Basin	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	\$ 5,500.00	\$ 11,000.00
3	21-in Reinforced Concrete Storm Drain Pipe	144	LF	\$ 140.00	\$ 20,160.00	\$ 110.00	\$ 15,840.00	\$ 150.00	\$ 21,600.00	\$ 150.00	\$ 21,600.00
4	24-in Reinforced Concrete Storm Drain Pipe	210	LF	\$ 160.00	\$ 33,600.00	\$ 135.00	\$ 28,350.00	\$ 160.00	\$ 33,600.00	\$ 160.00	\$ 33,600.00
5	Core and Connect to Existing Storm Drain Inlet	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
6	Remove Existing 12" Grate Catch Basin	4	EA	\$ 200.00	\$ 800.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 2,500.00	\$ 10,000.00
7	Remove Existing Sump Tank	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00
8	Construct & Paint 4-ft Tall Steel Turbular Fence and Gate	78	LF	\$ 85.00	\$ 6,630.00	\$ 100.00	\$ 7,800.00	\$ 70.00	\$ 5,460.00	\$ 60.00	\$ 4,680.00
9	Furnish & Install Filter Fabric w/ Grouted Rock Riprap	15	SY	\$ 100.00	\$ 1,500.00	\$ 300.00	\$ 4,500.00	\$ 100.00	\$ 1,500.00	\$ 297.00	\$ 4,455.00
10	Connect Existing Private Drains to Proposed System	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
11	Construct 4-ft Wide Concrete Flume	94.0	SY	\$ 135.00	\$ 12,690.00	\$ 120.00	\$ 11,280.00	\$ 150.00	\$ 14,100.00	\$ 190.00	\$ 17,860.00
12	Grade Drainage Swale and Construct Berm	71	LF	\$ 50.00	\$ 3,550.00	\$ 55.00	\$ 3,905.00	\$ 75.00	\$ 5,325.00	\$ 21.00	\$ 1,491.00
13	Trench Safety for Storm Drain Lines	354	LF	\$ 2.00	\$ 708.00	\$ 1.00	\$ 354.00	\$ 4.00	\$ 1,416.00	\$ 5.00	\$ 1,770.00
SECTION C - RESTORATION ITEMS											
1	Restore Disturbed Area (Topsoil and Sodding)	559	SY	\$ 20.00	\$ 11,180.00	\$ 17.00	\$ 9,503.00	\$ 25.00	\$ 13,975.00	\$ 22.00	\$ 12,298.00
2	Remove and Replace Existing Rock Wall	10	LF	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
3	Remove and Replace Existing Block Wall	10	LF	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 80.00	\$ 800.00
4	Remove and Replace Railroad Tie Wall	26	LF	\$ 50.00	\$ 1,300.00	\$ 50.00	\$ 1,300.00	\$ 100.00	\$ 2,600.00	\$ 134.00	\$ 3,484.00
5	Reconstruct Concrete Residential Driveway	224	SY	\$ 100.00	\$ 22,400.00	\$ 150.00	\$ 33,600.00	\$ 120.00	\$ 26,880.00	\$ 162.00	\$ 36,288.00
6	Remove and Replace 6-ft Wooden Fence	60	LF	\$ 50.00	\$ 3,000.00	\$ 30.00	\$ 1,800.00	\$ 50.00	\$ 3,000.00	\$ 40.00	\$ 2,400.00
7	Tree Protection	25	EA	\$ 150.00	\$ 3,750.00	\$ 350.00	\$ 8,750.00	\$ 250.00	\$ 6,250.00	\$ 250.00	\$ 6,250.00
8	Remove 0"-12" Trees	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	\$ 10,000.00	\$ 800.00	\$ 3,200.00
Total Bid:					\$ 174,768.00		\$ 179,732.00		\$ 224,206.00		\$ 227,090.28
Total Work Days:				60		60		60		60	

BID TABULATION

CITY OF MANSFIELD
Drainage Improvements to Serve the Shadow Oaks Neighborhood
Bid Opening: 11/17/2022 @ 2pm

Blackrock Construction

Hutchinson Construction

Atkins Bros. Equip. Co.

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SECTION A - GENERAL ITEMS									
1	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 21,785.00	\$ 21,785.00	\$ 10,000.00	\$ 10,000.00
2	Site Preparation	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 21,794.00	\$ 21,794.00	\$ 10,000.00	\$ 10,000.00
3	Furnish, Install, Maintain & Remove Erosion Control Devices	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 23,803.00	\$ 23,803.00	\$ 10,000.00	\$ 10,000.00
4	Prepare, Furnish, Install, Maintain Temporary Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,242.00	\$ 3,242.00	\$ 5,000.00	\$ 5,000.00
SECTION B - DRAINAGE IMPROVEMENT ITEMS									
1	2' x 2' Drop Inlet	3	EA	\$ 5,300.00	\$ 15,900.00	\$ 14,262.20	\$ 42,786.60	\$ 8,000.00	\$ 24,000.00
2	2'-6" x 2'-6" Catch Basin	2	EA	\$ 3,960.00	\$ 7,920.00	\$ 8,301.81	\$ 16,603.62	\$ 5,000.00	\$ 10,000.00
3	21-in Reinforced Concrete Storm Drain Pipe	144	LF	\$ 300.00	\$ 43,200.00	\$ 193.58	\$ 27,875.52	\$ 600.00	\$ 86,400.00
4	24-in Reinforced Concrete Storm Drain Pipe	210	LF	\$ 300.00	\$ 63,000.00	\$ 223.89	\$ 47,016.90	\$ 630.00	\$ 132,300.00
5	Core and Connect to Existing Storm Drain Inlet	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,101.21	\$ 4,101.21	\$ 10,000.00	\$ 10,000.00
6	Remove Existing 12" Grate Catch Basin	4	EA	\$ 575.00	\$ 2,300.00	\$ 1,441.38	\$ 5,765.52	\$ 5,000.00	\$ 20,000.00
7	Remove Existing Sump Tank	1	EA	\$ 575.00	\$ 575.00	\$ 10,290.71	\$ 10,290.71	\$ 5,000.00	\$ 5,000.00
8	Construct & Paint 4-ft Tall Steel Turbular Fence and Gate	78	LF	\$ 100.00	\$ 7,800.00	\$ 200.16	\$ 15,612.48	\$ 100.00	\$ 7,800.00
9	Furnish & Install Filter Fabric w/ Grouted Rock Riprap	15	SY	\$ 130.00	\$ 1,950.00	\$ 506.92	\$ 7,603.80	\$ 30.00	\$ 450.00
10	Connect Existing Private Drains to Proposed System	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 15,241.00	\$ 15,241.00	\$ 5,000.00	\$ 5,000.00
11	Construct 4-ft Wide Concrete Flume	94.0	SY	\$ 125.00	\$ 11,750.00	\$ 211.03	\$ 19,836.82	\$ 300.00	\$ 28,200.00
12	Grade Drainage Swale and Construct Berm	71	LF	\$ 35.00	\$ 2,485.00	\$ 128.91	\$ 9,152.61	\$ 100.00	\$ 7,100.00
13	Trench Safety for Storm Drain Lines	354	LF	\$ 0.50	\$ 177.00	\$ 18.32	\$ 6,485.28	\$ 1.00	\$ 354.00
SECTION C - RESTORATION ITEMS									
1	Restore Disturbed Area (Topsoil and Sodding)	559	SY	\$ 12.00	\$ 6,708.00	\$ 15.09	\$ 8,435.31	\$ 35.00	\$ 19,565.00
2	Remove and Replace Existing Rock Wall	10	LF	\$ 300.00	\$ 3,000.00	\$ 137.86	\$ 1,378.60	\$ 200.00	\$ 2,000.00
3	Remove and Replace Existing Block Wall	10	LF	\$ 250.00	\$ 2,500.00	\$ 214.17	\$ 2,141.70	\$ 210.00	\$ 2,100.00
4	Remove and Replace Railroad Tie Wall	26	LF	\$ 50.00	\$ 1,300.00	\$ 235.21	\$ 6,115.46	\$ 100.00	\$ 2,600.00
5	Reconstruct Concrete Residential Driveway	224	SY	\$ 90.00	\$ 20,160.00	\$ 101.96	\$ 22,839.04	\$ 300.00	\$ 67,200.00
6	Remove and Replace 6-ft Wooden Fence	60	LF	\$ 45.00	\$ 2,700.00	\$ 104.84	\$ 6,290.40	\$ 80.00	\$ 4,800.00
7	Tree Protection	25	EA	\$ 300.00	\$ 7,500.00	\$ 392.90	\$ 9,822.50	\$ 1,000.00	\$ 25,000.00
8	Remove 0"-12" Trees	4	EA	\$ 700.00	\$ 2,800.00	\$ 713.19	\$ 2,852.76	\$ 3,000.00	\$ 12,000.00
Total Bid:					\$ 228,725.00		\$ 358,871.84		\$ 506,869.00
Total Work Days:				60		60	correction	60	

November 18, 2022

Via e-mail: howard.redfearn@mansfieldtexas.gov

Howard Redfearn
Environmental Manager
City of Mansfield
1200 East Broad Street
Mansfield, Texas 76063

**RE: Recommendation of Award for Drainage Improvements to Serve the Shadow Oaks
Neighborhood
Westra Project #: MAN20038**

Dear Mr. Redfearn:

Bids for the referenced project were received and opened publicly on Thursday, November 17, 2022 at 2 pm at the City of Mansfield. Of the 7 bids received the only error discovered was an incorrect total price on a bid item from Hutchinson Construction, which did not affect the low bidder. The results of the total bid are provided below. The low bidder is Tex-Pro Construction with a bid of \$174,768.00.

<u>No.</u>	<u>Contractor</u>	<u>Total Bid</u>
1	Tex-Pro Construction	\$ 174,768.00
2	RNO Construction	\$ 179,732.00
3	Thomas II Development	\$ 224,206.00
4	FM Utilities	\$ 227,090.28
5	Blackrock Construction	\$ 228,725.00
6	Hutchinson Construction	\$ 358,871.84
7	Atkins Bros. Equip. Co.	\$ 506,869.00

The City of Mansfield staff has worked with Tex-Pro Construction on previous similar drainage projects and had positive experience with no issues to warrant disqualification. Therefore, we recommend award of the project to Tex-Pro Construction.

Sincerely,

Westra Consultants



Scarlett Dinh, EIT, CFM
Graduate Engineer



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5081

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$58,500 and Approval of Contract with Westra Consultants, LLC, to Conduct the Miscellaneous Drainage Analysis of Three Areas (Drainage Utility Fund)

Recommendation

The authorization of funding in an amount not to exceed \$58,500 and approval of contracts, including design, and survey with Westra Consultants, LLC, to conduct the Miscellaneous Drainage Analysis of three areas.

Description/History

The June 3 storm caused flooding issues throughout the City. The area most impacted was the northeast quadrant. Staff met with multiple residents to assess their properties and create an action plan to help prevent flood issues.

Three areas were identified for additional investigation that have not been addressed yet. Staff has inspected the underground systems and no obstructions, blockages, or other problems were present. Initial desktop investigations have not revealed potential solutions.

Several homes in The Oaks subdivision across from Brooks Wester on N Walnut Creek Dr. were flooded. Most of the affected homes are located on Red Oak Dr., with another home on Willow Creek Dr. These properties have a large diameter storm drain main the runs through several backyards. The consultant for this project will evaluate the capacity of that underground system to determine if additional flows may be accommodated, and at what point the system begins to fail.

In the Five Oaks subdivision north of E Debbie Ln, across from the Ladera development, flooding through Willowbrook Dr was so severe a car was flooded. No structures received water, and no injuries were suffered. The consultant for this project will evaluate the original plan design for the subdivision, and surrounding developments, to verify compliance with City standards were followed.

The final location is the Willowstone Estates detention pond located at Raintree Ct. This development has several ponds on its perimeter to address developed flows and prevent flooding to offsite properties. This is the largest of those ponds and has a regular pool of water present at all times. Flooding occurred on several properties at Moore Rd. and Spirit Walk Dr. due to the pond overflowing its embankment. The consultant for this project will evaluate the

pond capacity and expected drainage flows.

A technical memo will be prepared at the close of each project location summarizing findings and proposing potential solutions for each. No concept analysis, design, or proposed improvements are included as part of this project.

Justification

This project is needed to understand the flooding situation in 3 locations and determine if potential projects may be needed to address the issue.

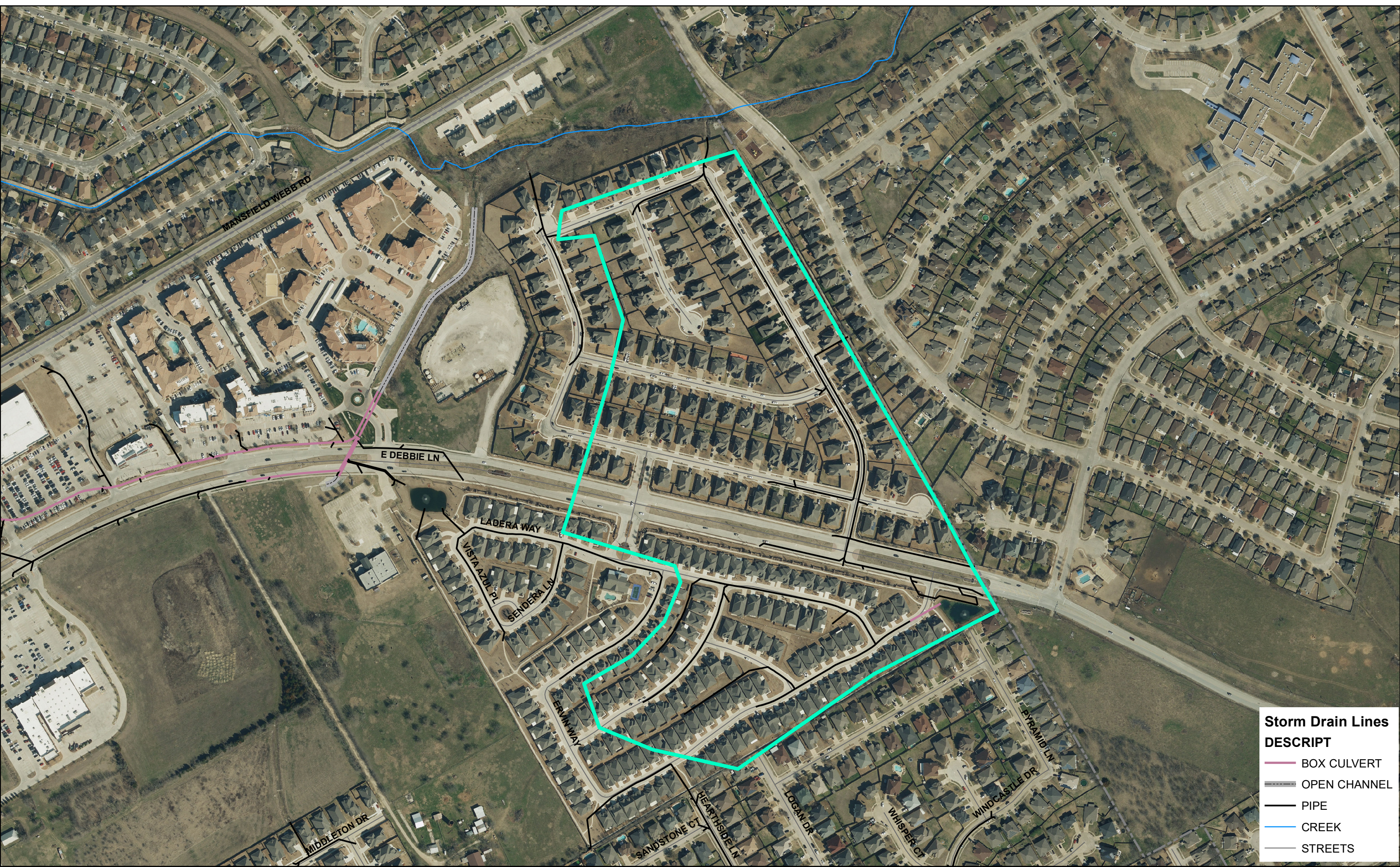
The Environmental Manager and Executive Director of Development Infrastructure will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contracts.

Funding Source

Drainage Utility Fund

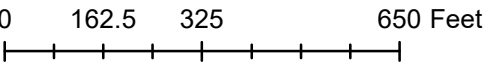
Prepared By

Howard Redfearn, Environmental Manager, Environmental Services Department,
817-276-4240



Storm Drain Lines
DESCRIPT

- BOX CULVERT
- OPEN CHANNEL
- PIPE
- CREEK
- STREETS



Five Oaks Drainage Area



0 155 310 620 Feet

The Oaks/Red Oak Dr Drainage Area

November 11, 2022

Via Email: howard.redfearn@mansfieldtexas.gov

Mr. Howard Redfearn
Environmental Manager
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

**Re: Miscellaneous Drainage Analysis Services
Westra No. MAN22032**

Dear Mr. Redfearn:

Westra Consultants is pleased to submit this Letter Agreement to provide professional services for the above referenced project. This letter, when countersigned below, shall serve as our agreement and Notice to Proceed. Our project understanding, scope of services, schedule, and fee are listed below.

Project Understanding

The Project includes three (3) drainage concern locations to be analyzed within the City of Mansfield. The drainage analysis locations are described below and shown on **Attachment "B"**.

1. Red Oak Drainage System Analysis: flooding within The Oaks and Shannon Creek subdivisions along the backyards of 907-911 Red Oak Dr and the basement of 910 Willow Creek Rd.
2. Five Oaks Drainage System Analysis: street flooding exceeding the right-of-way of Willow Brook Dr and flowing across an HOA open space lot at the intersection of Willow Brook Dr and Falcon Ridge Dr, located in the Five Oaks Crossing Phase 2 subdivision.
3. Willowstone Estates Detention Analysis: flows overtopping the embankment of Detention Pond #2 located in the Willowstone Estates Section I subdivision, causing flooding in the downstream subdivision.

Scope of Services

Westra shall provide professional engineering services to analyze the existing stormwater conveyance systems and detention ponds summarized in the following tasks:

Task 1 - Red Oak Drainage System Analysis

1. Perform one site visit with the City of Mansfield to review the existing conditions and locations of the flooding. Meet with residents, as available, during the site visit to obtain observed extents of flooding. It is assumed the site visit will be setup and scheduled by the City with the residents.
2. Obtain and review record drawings, GIS data and any drainage studies provided by the City. The record drawing information for the storm drain systems will be utilized for a traditional 1D drainage analysis (no 2D modeling is included) in accordance with the City's current ISWM Drainage Criteria Manual.
3. Delineate an overall drainage area (no sub-areas) for the analysis point utilizing the City's existing LiDAR topographic contours and the record drawings.
4. Calculate the 25-yr and 100-year peak flows for the drainage area.

5. Obtain the FEMA Flood Insurance Study (FIS) for Hogpen Branch and determine the starting HGL for the storm drain utilizing the FIS and the iSWM Manual and Frequencies for Coincidental Occurrences.
6. Develop a StormCAD model to include approximately 800 feet of 54-inch storm drain main through The Oaks subdivision behind the homes on Red Oak Dr.
7. Analyze the capacity of the existing 54-inch main for the 25-year and 100-year peak flows.
8. Provide a Technical Memo with exhibits and the findings of the analysis to include the capacity of the 54-inch main, and the amount of overland flow behind the lots along Red Oak Dr. The Technical Memo will also include a paragraph describing recommended improvements.

Task 2 - Five Oaks Drainage System Analysis

1. Perform one site visit with the City of Mansfield to review the existing conditions and location of the flooding. Meet with residents, as available, during the site visit to obtain observed extents of flooding. It is assumed the site visit will be setup and scheduled by the City with the residents.
2. Obtain and review record drawings, GIS data and any drainage studies provided by the City. The record drawing information for the storm drain systems and Ladera Mansfield Phase II detention pond will be utilized for a traditional 1D drainage analysis (no 2D modeling is included) in accordance with the City's current iSWM Drainage Criteria Manual.
3. Delineate an overall drainage area to the HOA lot located at the intersection of Willow Brook Dr and Falcon Ridge Dr utilizing the City's existing LiDAR topographic contours and the record drawings. No detention analysis will be performed for the detention pond in the upstream Ladera Mansfield Phase II subdivision, and the design discharges from the pond design plans are assumed to be correct.
4. Calculate the 25-yr and 100-year peak flows for the drainage area.
5. Develop a StormCAD model to include approximately 930 feet of 42-inch, 36-inch and 33-inch storm drain main along Willow Brook Drive, to the outfall behind the HOA lot.
6. Analyze the capacity of the existing system for the 25-year and 100-year peak flows.
7. Provide a Technical Memo with exhibits and the findings of the analysis to include the capacity of the Willow Brook Dr storm system, and the amount of overland flow across the HOA lot. The Technical Memo will also include a paragraph describing recommended improvements.

Task 3 - Willowstone Estates Detention Analysis

1. Perform one site visit with the City of Mansfield to review the existing conditions and location of the pond overtopping. Meet with residents, as available, during the site visit to obtain observed extents of flooding. It is assumed the site visit will be setup and scheduled by the City with the residents.
2. Obtain and review record drawings, GIS data and any drainage studies provided by the City. The record drawing information for the pond inflows will be utilized for a traditional 1D drainage analysis (no 2D modeling is included) in accordance with the City's current iSWM Drainage Criteria Manual.
3. Delineate an overall drainage area (no sub-areas) for the pond utilizing the City's existing LiDAR topographic contours and the record drawings.
4. Evaluate the 100-year peak flows to the pond, detention capacity, discharge flow, and capacity of the emergency overflow spillway. The model will include a detention analysis of the pond and will be based on the surveyed elevations provided by the City and the record drawings for the detention pond.

5. Provide a Technical Memo that summarizes the findings of the detention analysis. The Technical Memo will also include a paragraph describing recommended improvements.

For each Task, Consultant shall prepare a Technical Memo submittal to the City for review and meet with the City to discuss the analysis results and potential improvement options. No concept designs, analysis, or proposed improvement designs are included with this Scope of Services.

Deliverables: - Three technical memos with exhibits, findings, and improvement recommendations.

Meetings: - One (1) kickoff meeting
 - Three (3) site visits
 - Three (3) submittal review meetings

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following items.

1. Detention analysis of the Ladera Mansfield Phase II pond.
2. Surveying services.
3. Proposed improvement options, analysis, or designs.
4. Additional analysis locations.
5. Design of construction plans.

Information Provided by Client

1. Right of entry and site visit coordination.
2. Record Drawings
3. GIS data for the Project locations

Fee, Billing and Schedule

The Consultant will perform the work described in the Scope of Services on a reimbursable basis in accordance with the Standard Rate Schedule located on **Attachment "A"**. The total recommended budget for services and expenses is estimated to be **\$58,500**. Consultant shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon hours completed as of the invoice date. Payment is due within 30 days of the receipt of the invoice.

A breakdown of the tasks, fees and expected timeframes for completion are provided in the table below. Each task will be authorized by the Client prior to beginning these services.

Task	Fee	Expected Timeframe to Complete
1. Red Oak Drainage System Analysis	\$14,500	30 calendar days
2. Five Oaks Drainage System Analysis	\$19,800	30 calendar days
3. Willowstone Estates Detention Analysis	\$24,200	45 calendar days
TOTAL	\$58,500	

Closure

In addition to the matters set forth herein, this Agreement shall include and be exclusively subject to the terms and conditions in the attached Standard Provisions. The terms “Client” and “Consultant” as used in the Standard Provisions are defined in the signature block below.

Please sign both copies of this letter, retain one original for your files, and return the second copy to us. The fee and schedule stated in this Agreement are valid for 30 days from the date of this letter. We appreciate the opportunity to work with you on this project and look forward to a long relationship. Please do not hesitate to contact us if you have any questions.

Sincerely,

Sol Stigall, PE, CFM

ACKNOWLEDGED AND AGREED:

Westra Consultants, LLC
(Consultant)

 11.11.22
Signature Date

<u>Sol Stigall</u>	<u>Principal</u>
Printed	Title

City of Mansfield
(Client)

Signature
Date

Printed	Title
---------	-------

Westra Consultants, LLC Standard Provisions

- (1) **Basic Agreement.** Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth in this Agreement as "Additional Services". Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates schedule.
- (2) **Period of Service.** Consultant shall complete its Services in a timely manner after receipt of a fully executed Agreement, any required retainer, and within the specific time period stipulated in the agreement. If no specific time period is stipulated, Consultant shall complete its Services within a reasonable period of time. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- (3) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (c) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (d) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (e) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (f) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (4) **Payment Procedures.** Consultant shall be compensated in accordance with the following provisions:
- (a) Consultant shall prepare and submit invoices periodically and in accordance with Consultant's standard invoicing practices. Payment of each invoice shall be due and payable within 30 days of receipt. Any retainer held by the Consultant shall be held for the duration of the project and applied to the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 1.0% per month beginning on the 31st day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days, the Consultant may, after giving seven days written notice to Client, suspend Services and withhold deliverables under this Agreement until Consultant has been paid in full all amounts due for Services. Consultant may also initiate legal proceedings, including filing liens, to secure its rights under this Agreement.
 - (b) If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
 - (c) If the Consultant initiates legal proceedings, including filing a lien, to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (5) **Termination.** The obligation to continue performance under this Agreement may be terminated in accordance with the following provisions:
- (a) For cause by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for services is a substantial failure to perform and a basis for termination.
 - (b) For cause by Consultant upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.
 - (c) For convenience by Client effective upon Consultant's receipt of written notice.
 - (d) In the event of any termination, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services.
- (6) **Successors, Assigns, and Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- (7) **Use of Documents.** All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
- (a) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - (b) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
 - (c) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 - (d) such limited license to Client shall not create any rights in third parties.
- (8) **Opinions of Cost.** Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids,

or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, it shall employ an independent cost estimate. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(9) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. No warranties, express or implied, are made or intended by the Consultant under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

(11) **LIMITATION OF LIABILITY.**

(a) In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants, shall not exceed the greater of \$250,000 or three times the total compensation received by the Consultant under this Agreement.

(b) Higher limits of liability may be negotiated for additional fee.

(c) Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(d) This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

(12) **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

(13) **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

(14) **Dispute Resolution.** Client and Consultant agree to negotiate all claims and disputes arising out of this agreement in good faith during the 30 days after notice of such claim or dispute. If negotiations are

unsuccessful, then said claim or dispute shall be mediated in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) **Hazardous Substances and Conditions.** The parties acknowledge that Consultant's Services with respect to hazardous substances and/or conditions shall be strictly limited to providing professional analysis, recommendations, and reporting only when specifically agreed to in the Consultant's scope of services. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. If the Consultant or any other party encounters, uncovers, reveals, or otherwise becomes aware of a hazardous substance or condition not contemplated in the scope of services the client shall be notified. Upon notification, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

(16) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant is retained to provide construction phase services Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Furthermore, Consultant shall not be responsible for the acts or omissions of any Constructor and Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. Except as provided in Section 1, this Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision in this Agreement that is unenforceable shall not affect the enforceability of the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attachment "A"

WESTRA CONSULTANTS, LLC

Standard Fixed Rate Schedule

Effective January 1, 2022, to December 31, 2022*

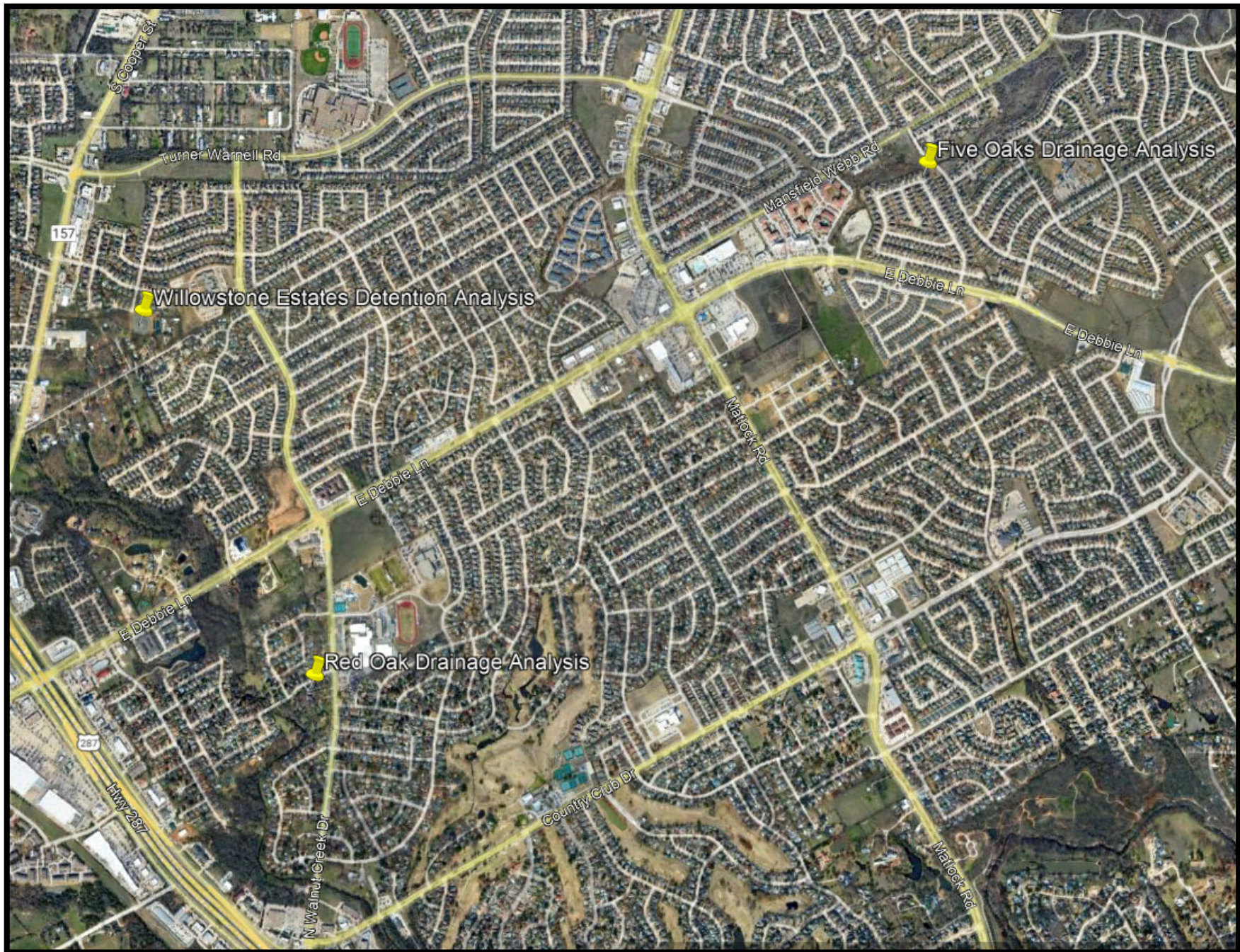
Engineering / Technical	Hourly Rate
Principal	\$200
Project Manager	\$170
Professional Engineer	\$150
EIT/Designer	\$130
CAD Technician	\$110
Clerical/Intern	\$90

Direct Cost Reimbursables

1. Reimbursable expenses include general office related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
2. Subcontracted expenses, travel related expenses, and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.
3. Mileage will be billed at the standard mileage rate established by the Internal Revenue Service as of the effective date of this contract and subject to annual adjustment.

** Rates shown are for calendar year indicated and are subject to change in subsequent years.*

ATTACHMENT "B"
Mansfield Miscellaneous Drainage Analysis Services - Location Map







CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5089

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - Authorization of Additional Funding in the Amount of \$51,965.79 Related to the Developer Participation Contract Between the City of Mansfield and Realty Capital Management, LLC for Roadway Improvements Related to the Watson Branch Development (Street Bond Fund)

Requested Action

Consideration of the Resolution.

Recommendation

Approval of the resolution authorizing additional funding in the amount of \$51,965.79 related to the Developer Participation Contract between the City of Mansfield and Realty Capital Management, LLC for roadway improvements related to the Watson Branch Development

Description/History

On July 13, 2020 the City Council approved Resolution #3361-20 which authorized the City and Realty Capital Management, LLC to enter into a developer agreement for improvements related to the Watson Branch development. The developer agreement included City participation for intersection improvements at FM 157/Watson Branch Lane. These improvements included north and southbound left-turn lanes, a northbound right-turn lane and a traffic signal. These improvements have been completed and accepted by the City.

The developer agreement outlines the percentage of the cost share for the specific elements of the project. The City's share is 75% of the traffic signal cost and 50% of the paving costs but capped at \$481,667.35. However, the developer agreement does provide a provision that "All parties agree in the event construction costs greatly exceed the capped amount that a good faith effort by the Owner and the City will be considered to equitably share said costs". The City's percentage share, based upon verified construction costs exceeded the agreement's cap by \$51,965.79.

Justification

The City has verified that the costs of constructing the FM 157/Watson Branch Lane improvements have exceeded the capped amount stated in the developer agreement. The developer agreement costs were based on an engineer's estimate. The actual construction costs were higher due to inflation of construction materials and labor costs. The Public Works Department believes the developer has fulfilled their commitment with the construction of the improvements and the request for the addition funding is warranted.

The Assistant Director of Public Works - Transportation, will be in attendance to answer

Council's questions regarding the additional funding request

Funding Source

Street Bond Fund

Prepared By

David Boski, P.E.

Asst. Director Public Works/Transportation

Public Works Department



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5092

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Consider Awarding a Construction Contract to JNA Painting & Contracting Company, Inc. of Dickinson, Texas in the Amount of \$51,700 for Athletic Field Fence Painting at the Michael L. Skinner Sports Complex

Requested Action

Consider and Approve a Resolution to Award Construction Contract

Recommendation

Approve Resolution

Description/History

The Michael L. Skinner Sports Complex opened in October 1996 as the Mansfield Sports Complex and was renamed in Mr. Skinner's honor in 2016. The 88-acre facility includes nine baseball fields and eight soccer fields, and is the primary playing facility for the Mansfield Youth Baseball Association and the Mansfield Soccer Association.

In the FY23 MPFDC operating budget, \$1,000,000 was approved for improvements to existing athletic facilities, with the primary focus being the Skinner baseball complex. The improvement plan includes new restrooms, expansion of the concession stand area, enhanced entry walkway with trees, landscaping and lighting, expanded player warmup areas, and improvements to the fencing on all nine baseball fields.

Parks and recreation staff created project specifications for painting of the baseball field fencing and advertised the project for bid in November. The bid opening was held on December 1, 2022, with five firms submitting bids. JNA Painting & Contracting Company, Inc. is the recommended low bidder in the amount of \$51,700. The bid tab is attached.

Justification

The project will provide much needed improvements to the aging youth sports complex and extend the life of the infrastructure for decades.

Funding Source

MPFDC ½ Cent Sales Tax

Prepared By

Matt Young, Executive Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397



BID OPENING FORM

Owner: City of Mansfield
 Project: Athletic Field Fence Painting

Bid No.: 2022-23-01-06
 Date: 12/1/2022 @ 2:00pm

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Triple- C Fence		<input checked="" type="checkbox"/> Yes	\$92,130.00	Received by KB on 11/30 @ 2:46pm
1803 Avondale Haslet Rd.		<input type="checkbox"/> No		
Haslet, TX 76052				
Electro-Static Refinishers Inc		<input type="checkbox"/> Yes	Non- Qualifying	Received by LD on 11/30 @ 4:13pm
119 Carder St.		<input checked="" type="checkbox"/> No	No Responsive Documents	
Duncanville, TX 75118				
Rivetx LLC		<input type="checkbox"/> Yes	\$84,553.61	Received by KB on 12/1 @ 1:50pm
18911 Hardy Oak Blvd. Ste 127		<input checked="" type="checkbox"/> No	Non-compliant	
San Antonio, TX				
J&A Painting & Contractor		<input checked="" type="checkbox"/> Yes	\$51,700.00	Received by KB on 12/1 @ 2:11pm
5029 FM 646 E		<input type="checkbox"/> No		Webpage was set at pm
Dickinson, TX 77539				
Prestige Building Maintenance & Construction		<input checked="" type="checkbox"/> Yes	\$182,000.00	Received by KB on 11/30 @ 10:29am
7171 N. Hwy 6 Suite 200		<input type="checkbox"/> No		
Houston, TX 77095				
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5093

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Title

Resolution - A Resolution to Consider Awarding a Construction Contract to Triple-C Fence of Haslet, Texas in the Amount of \$110,000 for Fencing Realignment and Improvements at the Michael L. Skinner Sports Complex

Requested Action

Consider and Approve a Resolution to Award Construction Contract

Recommendation

Approve Resolution

Description/History

The Michael L. Skinner Sports Complex opened in October 1996 as the Mansfield Sports Complex and was renamed in Mr. Skinner's honor in 2016. The 88-acre facility includes nine baseball fields and eight soccer fields, and is the primary playing facility for the Mansfield Youth Baseball Association and the Mansfield Soccer Association.

In the FY23 MPFDC operating budget, \$1,000,000 was approved for improvements to existing athletic facilities, with the primary focus being the Skinner baseball complex. The improvement plan includes new restrooms, expansion of the concession stand area, enhanced entry walkway with trees, landscaping and lighting, expanded player warmup areas, and improvements to the fencing on all nine baseball fields.

Parks and recreation staff created project specifications for the fencing realignment plan and advertised the project for bid in November. The bid opening was held on December 1, 2022, with one firm submitting a bid. Triple-C Fence is the recommended low bidder in the amount of \$110,000. The bid tab is attached.

Justification

The project will provide much needed improvements to the aging youth sports complex and extend the life of the infrastructure for decades.

Funding Source

MPFDC ½ Cent Sales Tax

Prepared By

Matt Young, Executive Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2022-23-01-05

Project: Skinner Baseball Fencing Realignment and Improvements

Date: 12/1/2022 @ 2:00pm

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Triple- C Fence		<input checked="" type="checkbox"/> Yes	\$110,000.00	Received by KB on 11/30 @ 2:46pm
1803 Avondale Haslet Rd.		<input type="checkbox"/> No		
Haslet, TX 76052				
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
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		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5096

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$325,000.00 and Approval of Contracts, Including Design Services with Parkhill, to Prepare Cannon Dr. South for Public Bidding and Construction (TIRZ #1)

Requested Action

Consider the authorization of funding and approval of contracts.

Recommendation

The authorization of funding in an amount not to exceed \$325,000.00 and approval of contracts, including design services with Parkhill, to prepare Cannon Dr. South for public bidding and construction.

Description/History

This project is the continuation of Cannon Dr. South from its existing terminus at Conifer St. south to Miller Rd. as part of the 2022 Roadway Capital Improvement Plan. It will also include approximately 500 feet of an 8" water line just east of Miller Rd. Cannon Drive South is shown on the throughfare plan as a minor collector roadway with a 70' ROW. The roadway is anticipated to be a 37' section with bike lanes and sidewalks. The parkway will also be configured to accommodate street trees. The existing pavement adjacent to the Rustic Meadow subdivision will be removed. This roadway will provide a critical route for access and circulation given the new and anticipated developments between Cannon Dr. South and SH 360.

The Engineer's opinion of probable construction cost is \$3,165,350.76.

The requested funds are for design services with Parkhill in the amount of \$236,811.30 which includes an additional 10% design fee contingency for potential design scope changes, survey services with Brittain & Crawford in the amount of \$37,675.00 which includes a 10% contingency, and \$50,000 for subsurface investigation, and other miscellaneous services needed to prepare the project for public bidding and construction, for a total budget not to exceed \$325,000.00.

Justification

This project is included in the 2022 Roadway Capital Improvement Plan.

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

Funding Source

TIRZ #1

Prepared By

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





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5104

Agenda Date: 12/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager or His Designee to Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Preparation of a Future Land Use Plan for the City of Mansfield for an Amount not to Exceed Two Hundred Seventy-Four Thousand Eight Hundred and 00/100 (\$274,800.00)

Requested Action

Approve the subject resolution.

Recommendation

Staff recommends approval.

Description/History

The existing Future Land Use Plan was adopted in 2012. Since the adoption of the existing plan, the City has undergone substantial economic, physical and social change. The City has also experienced significant growth and a change in direction for how development and redevelopment should occur. On November 14, 2022, the City Council selected Freese and Nichols, Inc. to prepare the new Future Land Use Plan that will guide development patterns well into the future.

The proposed resolution authorizes the City Manager or his Designee to execute a professional services agreement with Freese and Nichols, Inc. to prepare the new Future Land Use Plan for an amount not to exceed \$274,800.00.

The costs for preparing a future land use plan can vary widely; as an example, the City of Highland Village, Texas entered into an agreement for a future land use plan in an amount of \$465,017.00 in 2021. Other cities of comparable size --- as examples --- that prepared future land use plans within the last decade include Pflugerville, Texas (\$357,470.00 in 2020), Georgetown, Texas (\$256,000.00 in 2018), and Lewisville, Texas (\$228,000.00 in 2013).

A copy of the proposed agreement is attached.

Funding Source

The cost for Freese and Nichols, Inc. consulting services will be an amount up to \$274,800.00. The source of funding is the General Fund.

Prepared By

Jason Alexander, AICP, CEcD
Director of Planning

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Mansfield, Texas (City) and Freese and Nichols, Inc. (FNI). The parties may be referred to individually herein as Party or collectively as the Parties. In consideration of FNI providing professional services for City and City utilizing these services, the Parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as the design and implementation of a City of Mansfield Future Land Use Plan (Project).
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services under this Agreement for Basic Services a lump sum fee of \$249,800.00 and Special Services a not to exceed fee of \$25,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is December 5, 2022.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other Party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF MANSFIELD, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

FREESE AND NICHOLS, INC.

By: 

Name: Wendy Bonneau, FAICP

Title: Vice President

Date: December 8, 2022

Attest: Stephanie Stephenson

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 1: Project Management

Approximate Cost: \$14,200

Perform general project management, including scheduling, budgeting/accounting, team coordination, monthly reporting, and similar efforts. This task also includes high-level quality assurance reviews.

Task 2: Engagement and Meetings

Approximate Cost: \$123,000

It is envisioned that the consultant team will work with a Comprehensive Plan Advisory Committee (CPAC) during the plan's development. The CPAC will be a cross-section of the community, anticipated to include residents, business owners, elected/appointed officials, and other community leaders.

FNI will lead the following engagements:

- Biweekly calls with City Staff (up to 24)
- Project kick-off call with City Staff (1)
- Stakeholder meetings (1 day virtual)
- City Staff charrette (up to 4 hours)
- City Council and/or P&Z meetings (up to 3)
- Comprehensive Plan Advisory Committee (CPAC) meetings (up to 7)
- Community Open House engagements (up to 2 in-person events plus 2 simultaneous virtual engagements)

The following engagements assume the arrangements noted below:

- Engagements #1 (CPAC Kick-off), #2 (Joint Workshop), and #3 (Open House) occur during the same calendar week
- Engagement #4 (Special Area Plan Stakeholders) is conducted virtually
- Engagements #7 and #8 occur during the same calendar week

FNI will also support with the following additional engagement efforts:

- Develop advertising materials (e.g., flyers) for the Open House engagements that the City can share via social media or other communication methods
- Develop and maintain a project website
- Develop project branding (including title, logo, and color scheme)

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

PROJECT SCHEDULE

Major Engagements	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Interactive Website												
Biweekly Coordination												
Engagement #1: CPAC Kick-Off, Snapshot Review, SOAR												
Engagement #2: Joint Workshop* on Guiding Principles												
Engagement #3: Open House Listening Session												
Engagement #4: Stakeholder Discussions on each Special Area												
Engagement #5: CPAC Goal Refinement												
Engagement #6: CPAC Concepts Feedback												
Engagement #7: CPAC Land Use Strategies Refinement												
Engagement #8: CPAC Land Use Mapping Refinement												
Engagement #9: CPAC Special Area Plan Refinement												
Engagement #10: CPAC Plan Final Review and Recommendation												
Engagement #11: Open House Feedback on Draft Plan												
Engagement #12: Joint Workshop* on Draft Plan												
Engagement #13: Joint Public Hearing												

*Joint workshops may include the Planning & Zoning Commission, City Council, CPAC, Economic Development Corporation, Parks and Recreation Advisory Board, and/or other entities as determined by City Staff.

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 3: Community Snapshot

Approximate Cost: \$15,000

1. Existing Demographics and Population Trends

- Data will include population, age, sex, race, ethnicity, education, median household income, and median home value
- Demographic data will be based on the most recent U.S. Census American Community Survey data available at the time of Notice to Proceed

2. Planning Context Analysis

- Past and ongoing planning efforts conducted by the City
- Regional initiatives affecting the City's planning

3. Existing Land Use

- Map-based analysis of types of land use (color-coded by category) and quantified by acres
- Discussion of existing development patterns and land use relationships, both opportunities and constraints

4. Physical Features

- Map-based analysis of existing natural and constructed constraints including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development

Task 4: Guiding Principles

Approximate Cost: \$5,000

Guiding principles are broad, overarching themes and a lens to view the plan's development. The plan is anticipated to include approximately three to five principles. These principles will be established at the Joint Workshop (Engagement #1). This process will reference the City's True NORTH principles and focus on how the True NORTH principles can be reflected in the plan. This activity will also include discussion regarding quantifiable outcomes for each principle, which will be used in the Performance Measures.

- Examples: Ensure fiscal responsibility; Protect the natural environment; Be an inclusive community

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 5: Future Land Use Plan

Approximate Cost: \$33,100

1. Emerging Trends Discussion

This section will include a summary of emerging planning trends applicable to Mansfield's land use planning efforts, such as mixed-use development and New Urbanism concepts, urban design, fiscal impacts of various development types, life-long neighborhoods and alternative housing types, 15-Minute Cities, Biophilic Cities, incremental redevelopment, transfer of development rights, and low-impact development.

2. Future Land Use Map and Categories

The Future Land Use Map will follow the following rounds of revisions:

- Conceptual City Staff review draft
- Conceptual CPAC review draft
- City Staff review draft
- CPAC review draft
- Open House review draft
- Public hearing consideration drafts
- Final adopted map

The Future Land Use Plan will depict color-coded land uses within the City's planning area. This section will include the definition and discussion of future land use types, including any new land use types that may be applicable within the planning area. Discussions will include associated character guidelines and preferred locations. Land use projections by acreage will be calculated. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map.

3. Future Land Use Goals and Strategies

Each Future Land Use category grouping will include a set of goals and strategies specific to those categories. Strategies are implementable actions or policies, and all strategies will fall under identified goals.

4. Population Projections and Ultimate Capacity Estimates

FNI will develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations, derived from FNI expertise and other professional sources, such as the Texas Water Development Board and NCTCOG. Ultimate capacity will be estimated based on existing population characteristics (i.e., person per household, occupancy rates), vacant land within each land use category, and recommended densities for each residential land use category.

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 6: Special Area Plans

Approximate Cost: \$45,700

The following five (5) Special Areas Plans (SAP) will be developed in conjunction with the Future Land Use Plan. Each SAP will include a high-level analysis of opportunities for future investment and a set of goals and strategies that supports the land use plan.

- **Downtown District:** The Downtown District is an already established area with an existing plan (Mansfield Downtown Development Strategies) and zoning district (D, Downtown District). This SAP is anticipated to focus on potential infill and redevelopment strategies that supplement the previous efforts, including an analysis of existing building stock and opportunities presented based on that analysis. This SAP will also include discussion on TOD development and strategies within the Downtown District.
- **Entertainment District:** The Entertainment District is located east of Texas 360 and north of the future extension of Lone Star Road, and is anticipated to incorporate entertainment-oriented land uses. This SAP will include conceptual-level planning (i.e., not block-specific) that could help inform the development of a future regulating plan. This SAP will also focus on recommendations related to edges/transitions providing appropriate and compatible transitions between the district and adjacent development and key intersections. Recommendations will be formulated to tie back to and integrate with the City's other planning efforts, including the Form-based Development District (SOMA) and Design Guidelines, as applicable. FNI will provide recommendations regarding design guidelines and feedback on the City's existing architectural pattern book for this area.
- **Innovation District:** The Innovation District is located generally along Heritage Parkway east of US 287, and is anticipated to incorporate a mix of technology and bio-medical research and manufacturing land uses. This SAP will include conceptual-level planning (i.e., not block-specific) that could help inform the development of a future regulating plan. This SAP will also focus on recommendations related to edges/transitions providing appropriate and compatible transitions between the district and adjacent development and key intersections. Recommendations will be formulated to tie back to and integrate with the City's other planning efforts, including the Form-based Development District (SOMA) and Design Guidelines, as applicable. FNI will provide recommendations regarding design guidelines and feedback on the City's existing architectural pattern book for this area.
- **Western Promise:** The Western Promise District is generally located west of the Downtown District between the north and south city limits to the western edge of Mansfield. This area is envisioned to incorporate Traditional Neighborhood Development (TND) and housing variety while protecting and featuring the natural environment; an example of appropriate development for this area includes the upcoming Starlin Ranch development. Recommendations will focus on appropriate development types and investment strategies.
- **Extraterritorial Jurisdiction (ETJ):** The ETJ is generally located to the west and south of the City limits. The ETJ is anticipated to incorporate a blend of Traditional Neighborhood Development

SCOPE OF SERVICES

CITY OF MANSFIELD FUTURE LAND USE PLAN

(TND) and large lot residential development; an example of appropriate development for this area includes the Serenbe development outside of Atlanta, GA, which is an innovative conservation/cluster development that focuses on preserving the natural environment. This SAP is intended to establish policies and appropriate development types that would be appropriate in this area.

Task 7: Implementation Plan

Approximate Cost: \$9,600

1. Implementation Matrix

The Implementation Plan will be structured into a coordinated action program so that City leaders, staff, and other decision-makers can easily identify the steps necessary to achieve the vision for the City that is described within the plan. The Implementation Matrix will outline the plan's recommended strategies along with the anticipated timeline for initiation, approximate cost range, and mechanism for implementation. This Matrix will serve as City Staff's "checklist" for implementing the plan.

2. Performance Measures

The plan will also include performance measures that are tied to Mansfield's True NORTH principles and the Guiding Principles established at the beginning of this process. These performance measures focus on the long-term outcomes and answering the question, "are we achieving the results that we wanted to see?".

- Examples: Percentage of households paying more than 30% of their household income toward housing; Percentage of homes within a 10-minute walk to a park; Walkscore ratings

Task 8: Deliverables

Approximate Cost: \$4,200

FNI will provide the final deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final plan document will be provided to the City. The plan will be prepared in Microsoft Word. All mapping created will use ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping. Please note that any hard copy deliverables are included in the Additional Services task.

**SCOPE OF SERVICES
CITY OF MANSFIELD FUTURE LAND USE PLAN**

Task 9: Additional Services

Maximum Authorized Cost: Up to \$25,000

This scope includes the following Additional Services, which will only be provided and invoiced as directed by the City. If the following services are not requested, no cost will be charged to the City. Additional services must be authorized in writing by the City.

- **Graphic Renderings**: FNI can provide high quality 3D illustrations as requested by the City. The cost varies depending on the perspective and size of the site. For estimation purposes, the cost ranges from approximately \$12,500 for three illustrations to \$22,500 for six illustrations.
- **Additional In-Person Meetings**: FNI will conduct project meetings as directed by City Staff in addition to the herein scoped meetings that will be billed hourly, including meeting time, preparation, travel, and any associated expenses.
- **Hard Copy Deliverables**: FNI will provide hard copy deliverables as requested by City Staff. Exact cost will vary based on page count and formatting (but typically ranges between \$125-\$175 per copy).
- **Display Boards**: These freestanding display boards can be posted at City events or key locations to collect community input at locations convenient to the general public. Cost varies based on complexity, style, and number of boards.

City Staff Responsibilities

FNI requests that City Staff fulfill the following responsibilities through the development of this plan:

1. Provide the materials included in FNI's data request, as available
2. Provide one set of consolidated, consistent comments on submitted review drafts
3. Secure all meeting facilities
4. Send printed or electronic communications to the public
5. Maintain all communications with the CPAC and other elected/appointed officials

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the Party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof. The City shall have no obligation to indemnify FNI in the event FNI discovers and fails to notify the City of such defects or omissions.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

FNI shall provide City with evidence of such coverages in a form which is acceptable to City. Such policies shall name City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against City.

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly. FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services

to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

7. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
8. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either Party upon ten (10) days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The Parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI

accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

11. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
12. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY TEX. LOC. GOV'T CODE SEC 271.904, FNI AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, REASONABLE ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE FNI'S NEGLIGENT PERFORMANCE UNDER THIS AGREEMENT.
13. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one Party to this Agreement may include the other Party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **INDEPENDENT CONTRACTOR.** In performing the services under this Agreement, FNI is acting as an independent contractor. No term or provision hereof shall be construed as making FNI the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between FNI and CITY.
17. **ANTI-BOYCOTT VERIFICATIONS.** FNI hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas

Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. For purposes of this paragraph, FNI understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with FNI and exists to make a profit.

18. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** FNI represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes FNI and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, FNI understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with FNI and exists to make a profit.
19. **FOSSIL FUELS BOYCOTT VERIFICATION.** As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, FNI hereby verifies that FNI, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.
20. **FIREARMS DISCRIMINATION VERIFICATION.** As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, FNI hereby verifies that FNI, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Forty Nine Thousand Eight Hundred Dollars (\$249,800).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twenty Five Thousand Dollars (\$25,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	74	130
Professional 2	97	152
Professional 3	93	212
Professional 4	146	220
Professional 5	174	310
Professional 6	188	367
Construction Manager 1	92	119
Construction Manager 2	80	153
Construction Manager 3	117	144
Construction Manager 4	137	188
Construction Manager 5	170	237
Construction Manager 6	209	266
Construction Representative 1	75	77
Construction Representative 2	77	84
Construction Representative 3	88	141
Construction Representative 4	101	161
CAD Technician/Designer 1	61	128
CAD Technician/Designer 2	99	148
CAD Technician/Designer 3	130	188
Corporate Project Support 1	50	104
Corporate Project Support 2	66	165
Corporate Project Support 3	105	246
Intern / Coop	44	75

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5097

Agenda Date: 12/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the November 14, 2022 3:00 p.m. Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 14, 2022 3:00 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, November 14, 2022

3:00 PM

Council Chambers

REGULAR MEETING

3:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:00 p.m.

Absent 1 - Mike Leyman

Present 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

WORK SESSION

Discussion Regarding New Authentic Youth Civic Engagement Initiative

Management Analyst Kristen Petree and City Manager's Office Intern Ellie Rodriguez presented their proposal for a Mansfield Youth Council and answered Council questions.

Consultant Interviews for the Future Land Use Plan

Director of Planning Jason Alexander introduced The Olsson Studio and Freese and Nichols as the companies interested in creating the city's future land use plan. Both The Olsson Studio and Freese and Nichols gave a presentation and answered Council questions.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:38 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:55 p.m. Mayor Evans recessed the executive session at 6:31 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 Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Future Land Use Plan, RFP Process, and Consultant Contract

Seek Advice of City Attorney Regarding Economic Development Agreement Between the City, Brain Storm Shelter, LLC, Backyard Come As You Are, LP, and TIRZ No. Two

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

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

Economic Development Project #21-10

Economic Development Project #21-33

6:30 P.M. – MY MANSFIELD MUNI-VERSITY CLASS 3 RECEPTION WITH CITY COUNCIL

City Council and staff met with the graduates of the My Mansfield Muni-Versity Class 3.

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

Mayor Evans reconvened the meeting into regular business session at 6:46 p.m.

CITIZEN COMMENTS

Tim Milligan, 1035 Cypress Point - Mr. Milligan spoke on the Mansfield Veterans Day Parade.

COUNCIL ANNOUNCEMENTS

Council Member Leyman was absent.

Council Member Short spoke on the Veteran's Day Parade.

Council Member Lewis had no comments.

Mayor Pro Tem Tonore had no comments.

Council Member Bounds spoke on the Field of Flags display and the Veterans Day Parade.

Council Member Broseh gave an apology for missing the Veterans Day Parade.

Mayor Evans spoke on how outstanding the Veterans Day Parade was and the accomplishments of women.

SUB-COMMITTEE REPORTS

22-5052

Minutes - Approval of the October 24, 2022 TIF Reinvestment Zone #1 Board Meeting Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Leyman, Tonore, and Evans)

A motion was made by Council Member Broseh to approve the minutes of the October 24, 2022 TIF Reinvestment Zone #1 Board Meeting as presented. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

22-5053

Minutes - Approval of the October 26, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

A motion was made by Council Member Bounds to approve the minutes of the October 26, 2022 Housing Market Growth Strategy Sub-Committee Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

City Manager Joe Smolinski spoke on the Remembering Our Fallen Display.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Lewis to authorize the City Manager to file a lawsuit against Brain Storm Shelter, LLC, and Jason Boso for their contract default as discussed in executive session. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

A motion was made by Council Member Bounds to authorize the City Manager to negotiate and finalize documents with the City Attorney to execute all necessary documents to purchase and close on property for Project #21-33 as presented and discussed in executive session as it relates to the assignment, assumptions, and development agreement with the developer. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

CONSENT AGENDA**[22-5027](#)**

Resolution - A Resolution Authorizing Funding for the Replacement of Two Pressure Reducing Valves at The Bud Ervin Water Treatment Plant to Municipal Valve & Equipment Company through the Interlocal Purchasing System (TIPS) for an Amount of One Hundred Seventy-One Thousand Five Hundred Five Dollars and Zero Cents \$171,505.00 (Utility Fund)

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION AUTHORIZING FUNDING FOR THE REPLACEMENT OF TWO PRESSURE REDUCING VALVES AT THE BUD ERVIN WATER TREATMENT PLANT TO MUNICIPAL VALVE & EQUIPMENT COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR AN AMOUNT NOT TO EXCEED \$171,505.40 (UTILITY 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: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3937-22

[22-5036](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Consenting to the Assignment of that Certain Gas Lease Between the City of Mansfield and Sage Natural Resources for the City-Owned Property Described as a 4.849 Acre Tract of Land Situated in the T.J. Hanks Survey, Abstract No. 644, Tarrant County, Texas, and a 14.737 Acre Tract of Land in the T.J. Hanks Survey, Abstract No. 644, Tarrant County, Texas, to SNR Financing LLC; and Providing an Effective Date

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD TEXAS, CONSENTING TO THE ASSIGNMENT OF THAT CERTAIN GAS LEASE BETWEEN THE CITY OF MANSFIELD AND SAGE NATURAL RESOURCES FOR THE CITY-OWNED PROPERTY DESCRIBED AS A 4.849 ACRE TRACT OF LAND SITUATED IN THE T.J. HANKS SURVEY, ABSTRACT NO. 644, TARRANT COUNTY, TEXAS, AND A 14.737 ACRE TRACT OF LAND IN THE T.J. HANKS SURVEY, ABSTRACT NO. 644, TARRANT COUNTY, TEXAS, TO SNR FINANCING LLC; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3938-22

[22-5037](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing the City Manager to Enter into an Interlocal Agreement with Tarrant County, Texas for the Purpose of Providing Funding Through the Tarrant County 2021 Bond Transportation Program for Heritage Parkway Widening

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL
AGREEMENT WITH TARRANT COUNTY, TEXAS, FOR THE PURPOSE OF
PROVIDING FUNDING THROUGH THE TARRANT COUNTY 2021 BOND
TRANSPORTATION PROGRAM**

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and
Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3939-22

[22-5038](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas
Authorizing the City Manager to Enter into an Interlocal Agreement with
Tarrant County, Texas for the Purpose of Providing Funding Through the
Tarrant County 2021 Bond Transportation Program for Dick Price Road
Extension

**A motion was made by Mayor Pro Tem Tonore to approve the following
resolution:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL
AGREEMENT WITH TARRANT COUNTY, TEXAS, FOR THE PURPOSE OF
PROVIDING FUNDING THROUGH THE TARRANT COUNTY 2021 BOND
TRANSPORTATION PROGRAM**

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and
Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3940-22

[22-5039](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas
Consenting to the Assignment of that Certain Gas Lease between the City of
Mansfield and Sage Natural Resources, Inc for the City-Owned Property

Covering 3.52 Acres of Land, More or Less, in Tarrant County, Texas, to SNR Financing LLC; and Providing an Effective Date

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD TEXAS, CONSENTING TO THE ASSIGNMENT OF THAT CERTAIN GAS LEASE BETWEEN THE CITY OF MANSFIELD AND SAGE NATURAL RESOURCES FOR THE CITY-OWNED PROPERTY COVERING 3.52 ACRES OF LAND, MORE OR LESS, IN TARRANT COUNTY, TEXAS, TO SNR FINANCING LLC; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamara Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3941-22

[22-5041](#)

Resolution - A Resolution Awarding of a Contract for the Disposal of Household Hazardous Wastes for FY23 to Clean Earth Environmental Solutions, Inc., Directing the City Manager to Execute Contract Documents; and Authorizing Funding for an Amount no to Exceed \$50,396.34 (Drainage Utility Fund)

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION AWARDDING OF A CONTRACT OR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES FOR FY23 TO CLEAN EARTH ENVIRONMENTAL SOLUTIONS INC.; DIRECTING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS; AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$50, 396.34 (DRAINAGE UTILITY 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: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamara Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3942-22

[22-5046](#)

Resolution - A Resolution Authorizing the City Manager to Execute Documents Regarding the Sale or Purchase of Real Property

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS REGARDING THE SALE OR PURCHASE OF REAL PROPERTY

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3943-22

[22-5047](#)

Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$908,741.50 and Awarding a Contract for the Construction of the FY 2021 & FY 2022 Community Development Block Grant Project for Pond Street Paving, Drainage and Utility Improvements (Broad Street to Lake Street) to McClendon Construction Company, Inc. (Street Bond Fund, Utility Fund, and the 2021 & 2022 Community Development Block Grant)

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION AWARDED A CONTRACT FOR THE FY 2021 AND FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE POND STREET PAVING, DRAINAGE AND UTILITY IMPROVEMENTS (BROAD STREET TO LAKE STREET) TO MCCLENDON CONSTRUCTION COMPANY AND APPROPRIATING FUNDS

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3944-22

[22-5049](#)

Resolution - A Resolution Authorizing the Execution of a Property Access, Improvement and Maintenance Agreement for the Private Drive at 264 Garretson Lane for Public Use of Gertie Barrett Park

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROPERTY ACCESS, IMPROVEMENT AND MAINTENANCE AGREEMENT FOR THE PRIVATE DRIVE AT 264 GARRETSON LANE FOR PUBLIC USE OF GERTIE BARRETT PARK

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3945-22

[22-5055](#)

Resolution - A Resolution Authorizing the City Manager to Enter Into an Interlocal Agreement Among the Trinity River Authority of Texas, City of Cedar Hill, Texas, City of Grand Prairie, Texas, City of Mansfield, Texas, and City of Midlothian, Texas Regarding the Implementation of Best Management Practices Identified in the Joe Pool Lake Watershed Protection Plan

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION AUTHORIZATION OF THE CITY MANAGER OF THE CITY OF MANSFIELD TO ENTER AN INTERLOCAL AGREEMENT AMONG THE TRINITY RIVER AUTHORITY OF TEXAS, CITY OF CEDAR HILL, TEXAS, CITY OF GRAND PRAIRIE, TEXAS, CITY OF MANSFIELD, TEXAS, AND CITY OF MIDLOTHIAN, TEXAS REGARDING THE IMPLEMENTATION OF BEST MANAGEMENT PRACTICES IDENTIFIED IN THE JOE POOL LAKE WATERSHED PROTECTION PLAN (DRAINAGE UTILITY 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: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3946-22

[22-5065](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Setting a Public Hearing Under Section 311.003 of the Texas Tax Code for the Creation of a Tax Increment Reinvestment Zone Containing Approximately 359.40 Acres of Land Generally Located North of Double Oak Avenue, East of Highway 360, South of National Parkway, and West of Lakeview Drive, and Being Wholly Located within the Corporate Limits and Extraterritorial Jurisdiction of the City of Mansfield, Texas; Authorizing the Issuance of Notice by the City Secretary of the City Secretary of the City of Mansfield, Texas, Regarding the Public Hearing; and Directing the City of Mansfield, Texas to prepare a Preliminary Reinvestment Zone Financing Plan

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 359.40 ACRES OF LAND GENERALLY LOCATED NORTH OF DOUBLE OAK A VENUE, EAST OF HIGHWAY 360, SOUTH OF NATIONAL PARKWAY, AND WEST OF LAKEVIEW DRIVE, AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANSFIELD, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF MANSFIELD, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF MANSFIELD, TEXAS TO PREP ARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3947-22

[22-5048](#)

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meeting of March 27, 2023 to March 20, 2023

A motion was made by Mayor Pro Tem Tonore to approve the item. Seconded

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

[22-5051](#)

Minutes - Approval of the October 24, 2022 Regular City Council Meeting Minutes

A motion was made by Mayor Pro Tem Tonore to approve the minutes of the October 24, 2022 Regular City Council Meeting. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[22-5050](#)

Ordinance - An Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022A, in the Aggregate Principal Amount of Not to exceed \$52,000,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Approving Execution and Delivery of a Bond Purchase Agreement, a Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Council Member Lewis removed this item from the consent agenda. Chief Financial Officer Troy Lestina spoke on the item, answered questions, and introduced Nick Bulaich with Hilltop Securities. Mr. Bulaich gave a brief presentation.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$49,200,000.00; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; APPROVING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

(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 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2278-22

[22-5054](#)

Ordinance - An Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas General Obligation Refunding and Improvement Bonds, Series 2022, in the Aggregate Principal Amount of Approximately \$13,440,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement, A Paying Agent/Registrar Agreement, an Escrow Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Council Member Lewis removed this item from the consent agenda. Nick Bulaich spoke on the item.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2022 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,365,000.00; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2279-22

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING[22-5030](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from I-1, Light Industrial District to S, South Mansfield Form-based Development District on Approximately 27.091 Acres in the William C. Price Survey, Abstract No. 1240, Tarrant County, TX, Being Lot 2R2 and Lot 3, Block 47, Hillcrest Addition, Located at 203 S. Wisteria St. and 1304 E. Broad St.; Foedus Triad LLC, Owner and BV LANDCO LLC, Developer (ZC#22-016)

Jason Alexander presented the item and answered questions.

Mayor Evans opened the public hearing at 7:36 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 7:36 p.m.

A motion was made by Council Member Lewis to approve the first reading of 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 S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamara Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

[22-5042](#)

Ordinance - Public Hearing and Continued First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

Jason Alexander presented the item and answered questions. City Attorney Drew Larkin advised the Council.

Mayor Evans opened the public hearing at 7:55 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 7:55 p.m.

A motion was made by Council Member Lewis to table the following ordinance

to the December 12, 2022 City Council meeting:

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 LIMITED 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 Bounds. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

[22-5045](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to PD, Planned Development District for single-family residential uses on approximately 4.997 acres out of the Ray Grievous Survey, Abstract No. 1307, Tarrant County, TX, located at 2005 N Holland, Chandler Development, Developer (ZC#21-022)

Jason Alexander presented the item and answered questions.

Mayor Evans opened the public hearing at 8:02 p.m.

William Livings, 2017 N Holland Road - Mr. Livings spoke in opposition to the item.

Jeremy Dressler, 3103 Ridge Trace Circle - Mr. Dressler spoke in opposition to the item.

With no one else wishing to speak, Mayor Evans continued the public hearing at 8:11 p.m.

A motion was made by Council Member Short to approve the first reading of 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 FOR SINGLE-FAMILY RESIDENTIAL; 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: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 8:18 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

ATTEST: Michael Evans, Mayor

Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5098

Agenda Date: 12/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the November 14, 2022 7:00 p.m. Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 14, 2022 7:00 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, November 14, 2022

7:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Evans called the meeting to order at 8:28 p.m.

Absent 1 - Mike Leyman

Present 6 - Larry Brose; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

RECESS INTO EXECUTIVE SESSION

The City Council did not recess into executive session.

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

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

Personnel Matters Pursuant to Section 551.074

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

INVOCATION

Council Member Short gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Tonore 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 Broseh led the Texas Pledge.

PROCLAMATION

[22-5035](#)

Small Business Saturday Proclamation

Mayor Evans read and presented the proclamation to Erin Powell.

[22-5063](#)

Get United Day Proclamation

Mayor Evans read and presented the proclamation to Dr. Faye Beaulieu with United Way.

RECOGNITION

Recognition of the My Mansfield Muni-Versity - Class 3

Mayor Evans and the City Council recognized the My Mansfield Muni-Versity Class 3 students.

Recognition of Veterans Day Parade Award Winners

Mayor Evans and City Council recognized the Veterans Day Parade award winners.

CITIZEN COMMENTS

Michelle Cosby, 2411 Bent Trail - Ms. Cosby spoke on the Mansfield Philharmonic Orchestra and their upcoming concert.

COUNCIL ANNOUNCEMENTS

Council Member Lewis spoke on the My Mansfield Muni-Versity program, thanked staff for putting the program together, and thanked the students for participating.

There were no other Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

WFAA 2022 North Texas Holiday Guide - Bernadette McCranie

Director of Communications and Outreach Bernadette McCranie commented on the

City's holiday events being featured in the WFAA North Texas Holiday Guide.

Hometown Holidays Update

Bernadette McCranie gave an update on the Hometown Holidays event happening next month.

Historic Downtown Mansfield Update - Rachel Bagley

MEDC Director of Innovation & Marketing Rachel Bagley provided an update on Historic Downtown Mansfield.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

PUBLIC HEARING

[22-5056](#)

Ordinance - Public Hearing and First and Final Reading of an Ordinance Adopting Updated Land Use Assumptions, Roadway Capital Improvement Plans, and Revised Roadway Impact Fees

Assistant Director of Public Works - Transportation David Boski presented the item and introduced Jeff Whitaker with Kimley-Horn, who also gave a presentation on the item. Executive Director of Economic Development Jason Moore, Assistant City Manager Matt Jones, Director of Public Works Bart VanAmburgh, and City Manager Joe Smolinski spoke and answered Council questions.

Mayor Evans opened the public hearing at 9:38 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:38 p.m.

A motion was made by Council Member Lewis to approve the following ordinance with the current fee structure and revisit in March 2023:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 153 OF THE MANSFIELD CODE OF ORDINANCES BY ADOPTING AMENDMENTS TO ROADWAY IMPACT FEES; ADOPTING UPDATED LAND USE ASSUMPTIONS AND UPDATED ROADWAY CAPITAL IMPROVEMENTS PLAN; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN 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 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2280-22

[22-5057](#)

Ordinance - Public Hearing and First and Final Reading of an Ordinance for Proposed City-Wide Amendments to the Master Thoroughfare Plan

David Boski and Jeff Whitaker presented on the item.

Mayor Evans opened the public hearing at 9:38 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:38 p.m.

A motion was made by Council Member Lewis to approve the following ordinance with the existing thoroughfare plan and revisit the item in March 2023:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE MASTER THOROUGHFARE PLAN OF THE CITY OF MANSFIELD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2281-22

[22-5044](#)

Public Hearing and Consideration of a Request for a Specific Use Permit for Apartments in the Reserve PD Workplace Sub-District on approx. 10.034 ac being a tract of land in the Elizabeth McAnier Survey, abstract no. 1005, City of Mansfield in Tarrant County Texas, located at 240 N Mitchell (Generally located to the southwest of the East Broad Street and Reserve Way intersection) (SUP#22-004)

Jason Alexander presented the item and answered Council questions.

Mayor Evans opened the public hearing at 9:52 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:53 p.m.

A motion was made by Council Member Lewis to table the item until the issues brought up regarding design have been addressed with staff. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

22-5031

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Zoning Change from I-1, Light Industrial District to S, South Mansfield Form-based Development District on Approximately 27.091 Acres in the William C. Price Survey, Abstract No. 1240, Tarrant County, TX, Being Lot 2R2 and Lot 3, Block 47, Hillcrest Addition, Located at 203 S. Wisteria St. and 1304 E. Broad St.; Foedus Triad LLC, Owner and BV LANDCO LLC, Developer (ZC#22-016)

Jason Alexander presented the item.

Mayor Evans continued the public hearing at 9:54 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:55 p.m.

A motion was made by Council Member Short 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 S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

Enactment No: OR-2282-22

22-5043

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

No action was taken as this item was tabled to the December 12, 2022 City Council meeting.

NEW BUSINESS

[22-5064](#)

Discussion and Possible Action Regarding the Selection of a Consultant for the Future Land Use Plan and Authorizing the City Manager to Negotiate an Agreement for Professional Services with the Selected Consultant

Jason Alexander presented the item.

A motion was made by Council Member Short to select Freese and Nichols and authorize the City Manager to negotiate a contract that will come back to Council for final approval. If the City Manager is unable to reach an acceptable agreement with Freese and Nichols, Council authorizes him to negotiate a contract with Olsson Studio. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:57 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Absent: 1 - Mike Leyman

Abstain: 0

ATTEST: Michael Evans, Mayor

Keera Seiger, Assistant City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4885

Agenda Date: 12/12/2022

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to revise the definition of an accessory dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to revise regulations related to accessory dwellings in Section 155.099(B)(35); (OA#22-007)

Requested Action

To consider the proposed ordinance amendment

Recommendation

On December 5, 2022, the Planning and Zoning Commission continued the public hearing and discussed the proposed amendments for accessory dwelling units. During the discussion, the Commissioners requested that City Council consider providing additional opportunities to inform Mansfield's residents on the proposed changes to accessory dwelling units. The Commission made a motion to recommend approval of the amendments by the following vote:

Ayes: 3 - Goodwin, Gilmore, and Thompson

Nays: 2 - Axen and Mainer

Absent: 2 - Groll and Shaw

Staff recommends approval.

Description/History

The applicable regulations as found in Section 155.012 (Definitions), in Section 155.082 (Special Exception), and Section 155.099 (Special Conditions) of the Zoning Ordinance for accessory dwellings limits opportunities for their construction and use throughout the community. As designed, the proposed amendments intend to enable and to encourage the construction of accessory dwellings in order to vastly increase land use efficiency; to nurture and sustain complete and lifelong neighborhoods; and to expand the supply and the options for housing without diminishing aesthetics and quality of life considerations.

The Planning and Zoning Commission held a public hearing on September 6, 2022, and recommended denial of the amendments as originally designed.

Those voting in favor of recommending denial were:

Ayes: 7 - Knight, Mainer, Gilmore, Goodwin, Weydeck, Groll, and Axen

Nays: 0

After receiving the recommendation from the Planning and Zoning Commission, the City Council remanded the proposed amendments to the regulations for accessory dwellings back to the Planning and Zoning Commission on September 12, 2022.

On October 3, 2022, the Planning and Zoning Commission received a presentation from the Director of Planning on accessory dwellings. The Planning and Zoning Commission, at the request of the Director of Planning, provided guidance and direction on proposed amendments to the regulations for accessory dwellings.

The proposed amendments to the regulations for accessory dwellings intend to capture, and articulate the community's vision for increasing the supply and the options available for attainable housing. The proposed amendments reflect the guidance and direction as requested on October 3, 2022 from the Planning and Zoning Commission.

Proposed Amendments

As proposed, the following amendments to the provisions found in Chapter 155, Zoning, will provide heightened clarity and improved flexibility with respect to the construction of accessory dwelling units throughout the community's various zoning districts.

Section 155.012, Definitions.

Currently, *Dwelling, Accessory* is defined as "a dwelling unit accessory to and located on the same lot with the main residential building and used as living quarters by domestic servants or caretakers employed on the premises, temporary guests, or family members of the owner of the premises." This definition limits accessory dwellings from functioning as intended and increasing the supply and the options for attainable housing.

As proposed, the existing definition for *dwelling, accessory* would be deleted; and, in its place, a new definition for *Accessory Dwelling Unit (ADU)* would be provided.

The new definition for *Accessory Dwelling Unit (ADU)* would read as follows:

- **"ACCESSORY DWELLING UNIT (ADU).** *A dwelling unit that is subservient to a principal dwelling unit in size, location, and design, often located above garages or in independent buildings towards the rear of a lot. ADU's may be rented provided the property owner lives in the principal dwelling unit or, alternatively, the property owner may live in the ADU and rent the principal dwelling unit."*

The new definition reinforces that (i) the property owner must reside on the lot and that (ii) the property owner may reside in either the principal dwelling unit or in the accessory dwelling unit.

Section 155.082(E)(7), Special Exception.

The provisions of Section 155.082(E)(7) allow the Zoning Board of Adjustment to review and to consider special exceptions for accessory dwellings. However, the provisions set forth in Section 155.082(E)(7) appear to limit the authority of the Board to only reviewing and considering special exceptions for accessory dwellings in the A, Agricultural District, the PR, Pre-Development District, and the SF, Single-Family Residential Zoning District that does not comply with the provisions in Section 155.099, Special Conditions. Given the frequency of new zoning districts --- and planned developments --- it is important for the community to have adjustments and other exceptions that can be applied equitably across the numerous zoning districts concerning accessory dwelling units. Towards that end, the proposed amendments include deleting the provisions in Section 155.082(E)(7) in their entirety will ensure this and a more predictable environment for interpreting and administering all accessory dwelling unit regulations.

Section 155.099(B)(35), Special Conditions.

The special conditions proposed for accessory dwelling units --- are intended to replace those currently existing in Section 155.099(B)(35). The proposed special conditions are also intended to provide heightened, but more flexible standards for both the design and construction of accessory dwelling units in diverse environments and settings.

A summary of some of the principal revisions to Section 155.099(B)(35) --- as proposed, are as follows:

- Accessory dwelling units are permitted by-right as an accessory residential use in all zoning districts as specified in Section 155.054, Permitted Uses (e.g., the A, Agricultural District, PR, Pre-Development District, SF, Single-Family Residential Zoning District, and PD, Planned Development District) and in the D, Downtown District, and the S, South Mansfield Form-based Development District.
- Accessory dwelling units may only be constructed in the following locations: (i) within the principal dwelling unit; (ii) above a free-standing garage; OR (iii) as an independent, free-standing accessory building or outbuilding.
- The habitable area of accessory dwelling units are limited to a maximum of 1,000 square feet or a maximum of 75 percent of the habitable area of the principal dwelling unit (the habitable area of an accessory dwelling unit is only calculated in terms of enclosed space, excluding garages and other roofed structures such as patios and porches).
- The total habitable area for an accessory dwelling unit is not permitted to exceed the habitable area of the principal dwelling unit on the same lot.
- Accessory dwelling units may not permitted be platted or sold separately from the principal dwelling unit.
- For any property permitted to have two (2) accessory dwelling units, the property owner is required to register the dwelling units with the Department of Regulatory

Compliance within 30 days of occupation.

- Accessory dwelling units are limited to a maximum of two (2) units per lot in the A, Agricultural District, PR, Pre-Development District, and SF-12 / 22 Single-Family Residential District.
- Accessory dwelling units and limited to a maximum of one (1) unit per lot in all other zoning districts, including in the PD, Planned Development District, except that a lot a minimum of 12,000 square feet in area may have two (2) units per lot.
- The maximum height of an accessory dwelling unit is two (2) stories.
- The aggregate habitable area of a principal dwelling unit and accessory dwelling unit(s) may not exceed the maximum lot coverage of the zoning district in which the property is located.
- The Director of Planning is authorized to make minor adjustments so that minor deviations may be resolved administratively. Minor adjustments are solely limited to dimensional adjustments that do not constitute a decrease of more than 20 percent for setbacks and architectural design of the accessory dwelling unit.
- Any property owner denied a permit for constructing an accessory dwelling unit under the provisions for accessory dwelling units may appeal to the City Council.

Prepared By

Jason Alexander, AICP, CEcD
Director of Planning



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4729

Agenda Date: 12/12/2022

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the Habitable Area of an Accessory Unit (OA 22-005)

Requested Action

To consider the proposed ordinance amendment

Recommendation

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on June 21, 2022 and voted 5 to 0 to recommend approval.

Ayes: 5 - Knight, Goodwin, Mainer, Gilmore, and Axen

Nays: 0

Absent: 2 - Groll and Weydeck

Staff Recommendation

Staff recommends approval.

Description/History

The City Council tabled this item at their Regular Meeting held on July 11, 2022 to allow for the Housing Market Growth Strategy Sub-Committee to meet and to discuss further.

The purpose for the Housing Market Growth Strategy Sub-Committee discussing further was to propose and present a unique set of regulations for accessory dwelling units that can be implemented across multiple zoning districts, including the D, Downtown District, to increase housing supply and expand housing options.

As presently defined under Section 155.072(B), Definitions, of the D, Downtown District, an accessory unit is "a dwelling unit not greater than 800 square feet, and sharing ownership and utility connections with a principal building; and the dwelling may or may not be within an principal building and it may or may not be for rent."

This definition is not compatible with the definition for accessory dwelling units as found in Section 155.012, Definitions, and it also creates incompatibility with the interpretation

and the administration of applicable regulations for accessory dwelling units as found in Section 155.099, Special Conditions. Accordingly, amending the definition for accessory units will ensure ease of interpretation and compatibility across the community's various zoning districts where such dwellings are permitted.

The definition of an accessory unit --- as proposed to be amended --- will read as thusly:

“Accessory Unit. *A dwelling unit that is subservient to a principal building in size, location, and design, often located above garages or in outbuildings located towards the rear of a lot. Accessory units may only be rented provided the property owner lives in the principal building. Alternatively, the property owner may live in the accessory unit and rent the principal building. Applicable regulations and restrictions as found in Section 155.099 shall apply (SYNONYM: ACCESSORY DWELLING UNIT).”*

Moreover, the proposed amendment to delete the provisions in Section 155.072(J)(5)(c) regarding habitable area is intended to remove potential conflicts with the provisions as found in Section 155.099(B)(35) concerning the same.

The amendments as proposed to Section 155.072(B) and Section 155.072(J)(5)(c) are consistent with the regulations existing in Section 155.099(B)(35) for accessory dwelling units as contemplated under Agenda Item 22-4885; they are also very much consistent with the community's vision for expanding housing options and housing supply, but not at the expense of disrupting the existing urban fabric and diminishing other quality of life metrics.

Prepared By

Art Wright, Senior Planner
817-276-4226



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5105

Agenda Date: 12/12/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

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

Requested Action

Consider an Ordinance to create a Reinvestment Zone to grant a tax abatement for Crystal Window and Door Systems, LLC, an international door and window manufacturing company considering building a new manufacturing facility and regional headquarters in Mansfield.

Recommendation

Approve the ordinance to create the reinvestment zone.

Description/History

Staff has been working with Crystal Window and Door Systems, a large international manufacturer of window and door products, considering building a new manufacturing and regional headquarter facility in Mansfield. A tax abatement is one of the incentives the City has offered in order to bring this company to Mansfield. A tax abatement requires the establishment of a reinvestment zone by ordinance. This is the only required reading of the ordinance establishing the boundaries of the reinvestment zone, a 44 acre tract of land generally located west of U.S. 287, south of and adjacent to the railroad tracks, east of and adjacent to Justice Lane, and north of and adjacent to the Tarrant County Corrections facility located at 651 Justice Lane.

Justification

Crystal Windows will invest \$136 million in facilities and equipment and create over 650 jobs.

Funding Source

N/A

Prepared By

Jason Moore, Executive Director of Economic Development, 817-728-3650

EXHIBIT A, Page 1

LEGAL DESCRIPTION

BEING 46.071 acres of land located in the WILLIAM C. PRICE SURVEY, Abstract No. 1240, and the D. McQUEEN SURVEY, Abstract No. 1025, Mansfield, Tarrant County, Texas, and incorporating a portion of Lot 1, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT, an addition to the City of Mansfield, Tarrant County, Texas. Said 46.071 acres of land also being a portion of the tracts of land designated as Tract VI, Tract VII, and Tract VIII, in the deed from Stonybrooke, Inc. to Herman Smith & Co. Ltd, recorded in Volume 14693, Page 364, (County Clerk's File No. D201013434) of the Deed Records of Tarrant County, Texas. Said 46.071 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe lying in the Southeast boundary line of said WILLIAM C. PRICE SURVEY, and being located at the North corner of the aforesaid D. McQUEEN SURVEY and the most Westerly corner of the JOHN ROBERTSON SURVEY, Abstract No. 1217. Said POINT OF BEGINNING also being the North corner of the aforesaid tract of land designated as Tract VI in the aforesaid deed to Herman Smith & Co. Ltd., recorded in Volume 14693, Page 364, of the Deed Records of Tarrant County, Texas, and said POINT OF BEGINNING also being the North corner of the original 263.0452 acre tract of land conveyed to Stonybrooke, Inc., by the deed recorded in Volume 9021, Page 132, of the Deed Records of Tarrant County, Texas;

THENCE S 29° 58' 23" E 1247.55 feet, along the Northeast boundary line of said Tracts VI and VII, and the Northeast boundary line of said McQUEEN SURVEY, and the Northeast boundary of the original 263.0452 acres, Stonybrooke, Inc. Tract, and the Southwest boundary line of 42.890 acre tract of land conveyed to The Premier Funding Group, Inc. Employees Profit Sharing Plan by the deed recorded in Volume 15355, Page 321, of the Deed Records of Tarrant County, Texas, to a ½" iron rod with a cap stamped "HALFF" found at the Northeast corner of Lot 3, Block A, HILLCREST BUSINESS PARK, SECTION ONE, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 919, of the Plat Records of Tarrant County, Texas;

THENCE S 83° 37' 24" W running along the North boundary line of said Lot 3, at 804.00 feet, passing a ½" iron rod marked "Brittain & Crawford" found at the Northwest corner of Lot 3, and in all 864.00 feet, to a ½" iron rod marked "Brittain & Crawford" found in the East boundary line of Lot 1, Block B, HILLCREST BUSINESS PARK, SECTION ONE, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1088, of the Plat Records of Tarrant County, Texas;

THENCE along the Northeast boundary line of said Lot 1, Block B, HILLCREST BUSINESS PARK, as follows:

1. NORTHEASTERLY 353.21 feet, along a curve to the right having a radius of 680.00 feet, a central angle of 29° 45' 39", and a chord bearing N 08° 27' 55" E 349.25 feet, to a ½" iron rod marked "WIER" found;
2. N 29° 57' 22" W 664.37 feet, to a ½" iron rod marked "WIER" found;
3. S 74° 34' 23" W 429.60 feet, to a ½" iron rod marked "Brittain & Crawford" set;
4. N 30° 27' 23" W 258.11 feet, to a ½" iron rod marked "Brittain & Crawford" set at the beginning of a curve to the right;
5. NORTHWESTERLY 461.73 feet, along said curve to the right having a radius of 852.77 feet, a central angle of 31° 01' 21", and a chord bearing N 14° 56' 42" W 456.11 feet, to a ½" iron rod found;

EXHIBIT A, Page 2

6. N 74° 45' 21" W 103.29 feet, to a "Mag" nail set in a railroad tie in the center of a spur track, also lying in the East boundary line of Lot 3, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded Volume 388-49, Page 11, of the Plat Records of Tarrant County, Texas, also lying in the West boundary line of aforesaid Lot 1, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT;

THENCE along the East boundary line of said Lot 3 and the West boundary line of said Lot 1 as follows:

1. NORTHEASTERLY 220.26 feet, along a curve to the right having a radius of 952.76 feet, a central angle 13° 14' 44", and a chord bearing N 08° 37' 41" E 219.77 feet, to a ½" iron rod marked "Brittain & Crawford" set at the end of said curve;
2. N 15° 18' 45" E 122.00 feet to and "X" cut in concrete set in the Southwest boundary line of Lot 2-R, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT, an addition to the City of Mansfield, Tarrant County, Texas, according to the corrected plat recorded Volume 388-176, Page 55, of the Plat Records of Tarrant County, Texas;

THENCE S 74° 45' 42" E 4.82 feet, along the Southwest boundary line of said Lot 2-R, to a ½" iron rod marked "COOMBS" found at the Southeast corner of said Lot 2-R;

THENCE NORTHEASTERLY 402.71 feet, along the East boundary line of said 2-R, with a curve to the right having a radius of 515.00 feet, a central angle of 44° 48' 11", and a chord bearing N 55° 41' 54" E, 392.53 feet, to a ½" iron rod marked "COOMBS" found at the Northeast corner of said Lot 2-R, lying in the Southwest right-of-way line of the Union Pacific Railroad (a 100 foot wide right-of-way);

THENCE S 74° 46' 02" E 1081.88 feet, along the Southwest right-of-way line of said Union Pacific Railroad, and the original Northeast boundary line of aforesaid Lot 1, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT, to a ½" iron rod found at the most Easterly Northeast corner of said Lot 1;

THENCE S 30° 51' 14" E 422.96 feet, along the Northeast boundary line of said Lot 1, being the Northeast boundary line of the aforesaid WILLIAM C. PRICE SURVEY, to a 5/8" iron rod found at the East corner of said Lot 1, and the East corner of said WILLIAM C. PRICE SURVEY;

THENCE along the Southeast boundary line of said Lot 1, Block 50, HILLCREST ADDITION, NINTH INSTALLMENT, the Southeast boundary line of said WILLIAM C. PRICE SURVEY, and the most Southerly Northwest boundary line of aforesaid the Premier Funding Group, Inc. Employees Profit Sharing Plan Tract as follows:

1. S 58° 47' 11" W 162.76 feet, to a 5/8" iron rod found;
2. S 58° 51' 33" W 277.76 feet, to the POINT OF BEGINNING containing 46.071 acres (2,006,864 square feet) of land.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-5042

Agenda Date: 12/12/2022

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and Continued First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to PD, Planned Development District with Limited I-1, Light Industrial Uses on Approximately 9.94 Acres out of the William Lynn Survey, Abstract Number 984, Tarrant County, Texas, located at 2351, 2361, 2371, 2381 and 2391 N. US 287; City of Mansfield, Applicant

Requested Action

To consider the subject zoning change request

Recommendation

The Planning and Zoning Commission held a public hearing on November 7, 2022 and voted by 6-0 to recommend approval.

Ayes: 6 - Axen, Mainer, Goodwin, Gilmore, Shaw, and Thompson

Nays: 0

Absent: 1 - Groll

Staff recommends approval.

First Reading

City Council held a public hearing on November 14, 2022, and voted 6-0 to table the case until the December 12, 2022, City Council meeting.

Description/History

Existing Use: Vacant

Existing Zoning: C-2, Community Business District

Land Use Plan: Sub-Area 1

Surrounding Land Use & Zoning:

- North - Mansfield Soccer Association, C-2 Community Business District, within the FR, Freeway Overlay District
- South - Vacant, PR, Pre-Development District
- East - Public Right-of-way for U.S. Highway 287
- West - Single-family Residential, SF-5AC/24 Single-family Residential District

Thoroughfare Plan Specification:

U.S. Highway 287 - Freeway

Synopsis

This is a City-initiated rezoning. The rezoning is intended to accommodate office and light industrial uses that are designed in an elevated manner consistent with the provisions of the FR, Freeway Overlay District, and that will make Mansfield more attractive to private investment. The proposed PD, Planned Development District standards have been revised to include a list of additional prohibited uses for review and consideration by the Council.

Staff Analysis

The subject property consists of approximately 9.94 acres of vacant land that is generally located near the northern municipal limits of Mansfield. The site's location may generally be considered as a gateway into the community, and its future development must respect and leverage this to achieve the community's vision for sustainable growth and prosperity.

Severely hindering the development of the property for the conventional retail uses --- as permitted under the C-2, Community Business District --- is the unusually limited vehicular access onto and off of U.S. Highway 287. Further, as the site is not located at the corner of two thoroughfares (i.e., U.S. Highway 287 and Calendar Road), the ability for vehicles to easily enter and exit the site is hampered as well.

Limited access paired with unique site geometry, makes it extremely challenging to attract and to retain users, which may discourage most commercial businesses permitted under the C-2, Community Business from locating to the site.

However, the limited opportunities to access U.S. Highway 287 does not necessarily limit development opportunities for businesses that do not require that type of access and can operate from a facility that is designed and constructed to meet an elevated standard for urban design.

As such, rezoning the property from the C-2, Community Business District to PD, Planned Development District, with limited I-1, Light Industrial District uses, will allow the property to develop for higher intensity commercial and low intensity industrial uses without being disruptive to surrounding properties and securing elevated urban design considerations for development.

Furthermore, the regulations for this PD, Planned Development District, are intentionally based on the regulations for the FR, Freeway Overlay District, and include a list of additional prohibited uses.

This will result in elevated standards for construction while promoting greater compatibility with existing and future development patterns.

Summary

Although the recommendations provided for in the Official Land Use Plan for Sub-Area 1 generally support development patterns of low intensities, there is a noticeable presence

of medium intensity (i.e., commercial) development in proximity to this property.

Prepared By

Jason Alexander, AICP, CEcD

Director of Planning

EXHIBIT "A"

Being a 9.94 acre tract or parcel of land situated in the William Lynn Survey, Abstract Number 984 in the City of Mansfield, Tarrant County, Texas and being all Lots 17-AR2, 17-AR3, 17-AR4, 17-AR5 and 17-AR6 of The Woodlands an addition to the City of Mansfield, recorded in Cabinet A, Page 303 of the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 17-AR2 and being in the West right-of-way line of U. S. Highway 287;

THENCE with the East line of said The Woodlands and the common West right-of-way line of said U. S. Highway 287 the following courses and distances:

South 35°09'00" East, a distance of 547.11 feet;

South 33°33'58" East, a distance of 544.33 feet the Southeast corner of said Lot 17-AR6;

THENCE North 89°50'49" West, with the South line of said The Woodlands, a distance of 471.70 feet to the Southwest corner of said Lot 17-AR6;

THENCE North 35°09'00" West, with the West line of said The Woodlands, a distance of 1084.72 feet to Northwest corner of said Lot 17-AR2;

THENCE North 88°28'55" East, with the North line of said The Woodlands, a distance of 480.42 feet to the **POINT OF BEGINNING** and containing 9.94 acres of land more or less.

EXHIBIT B FOR ZC#-22-017

PD, PLANNED DEVELOPMENT DISTRICT REGULATIONS

GENERAL STANDARDS:

Except as otherwise provided herein, development within this PD, Planned Development District shall be in accordance with the regulations in Section 155.066, PD, Planned Development District Regulations, in accordance with the regulations in Section 155.067, FR, Freeway Overlay District Regulations, and in accordance with other codes, ordinances, regulations, and standards as adopted by the City of Mansfield, Texas. Where a conflict exists between this PD, Planned Development District and other land development regulations, this PD, Planned Development District standards shall prevail. For the purposes of this PD, Planned Development District, the regulations of the FR, Freeway Overlay District shall apply to all portions of the property.

PERMITTED USES:

Except where modified by regulations set forth in the FR, Freeway Overlay District, uses permitted in this PD, Planned Development District shall be restricted to those in Section 155.054, Permitted Uses, applicable to the I-1, Light Industrial District. All uses requiring a specific use permit shall be reviewed and approved in accordance with the provisions set forth in Section 155.080, Specific Use Permit, except where prohibited by regulations for the FR, Freeway Overlay District.

PROHIBITED USES:

In addition to those uses that are expressly prohibited by the FR, Freeway Overlay District, all the following uses shall also be expressly prohibited within this PD, Planned Development District:

- A. Adult Entertainment Establishment.
- B. Building Material or Lumber Yard.
- C. Bus Station or Terminal.
- D. Cleaning, Laundry Plant.
- E. Clothing Manufacturing or Light Fabrication and Assembly
- F. Dyeing Plant.
- G. Mini-Warehouses.
- H. Motor Freight Terminal.
- I. Open Storage or Outdoor Storage.
- J. Parking Lot, Truck.
- K. Pawn Shop.
- L. Recreational Vehicle Sales, Including RV Trailers.
- M. Storage or Sales Warehouse.
- N. Temporary Storage of Impounded Vehicle.
- O. Trailer or Manufactured Housing Sales or Rental.
- P. All Manufacturing and Industrial Uses listed on the Permitted Use Table under Heading J
(i.e., Section 155.054, Permitted Uses).

AREA, SETBACK, AND HEIGHT REGULATIONS:

Except where modified by regulations set forth in the FR, Freeway Overlay District, development within this PD, Planned Development District shall comply with all regulations in Section 155.055, Area, Setback, and Height Regulations applicable to the I-1, Light Industrial District.

ARCHITECTURE:

- A. The architecture for all buildings and their appurtenances shall be inspired by other similar projects located within the municipal limits of Mansfield (See EXHIBIT “B-1”).
- B. The architecture for all buildings and their appurtenances shall otherwise be in accordance with the provisions in Section 155.056, Community Design Standards for the I-1 Freeway Overlay District.
- C. The exterior finish material on all buildings and their appurtenances, with the exception of openings for doors and windows, shall be restricted to masonry construction materials and to masonry-like construction materials as both are defined in Section 155.012, Definitions.

SIGN STANDARDS:

Except where modified by regulations set forth in the FR, Freeway Overlay District, development within this PD, Planned Development District, shall comply with all regulations existing in Section 155.090, Sign Standards, applicable to the I-1, Light Industrial District.

OFF-STREET PARKING AND LOADING STANDARDS:

Except where modified by regulations set forth in the FR, Freeway Overlay District, development within this PD, Planned Development District, shall comply with all regulations existing in Section 155.091, Off-Street Parking and Loading Standards.

LANDSCAPING AND SCREENING STANDARDS:

Except where modified by regulations set forth in the FR, Freeway Overlay District, development within this PD, Planned Development District, shall comply with all regulations existing in Section 155.092, Landscaping and Screening Standards, applicable to the I-1, Light Industrial District.

RESIDENTIAL PROXIMITY STANDARDS:

Development within this PD, Planned Development District, shall comply with all regulations existing in Section 155.095, Residential Proximity Standards, applicable to the I-1, Light Industrial District.

MISCELLANEOUS STANDARDS:

- A. Building walls set along a thoroughfare shall provide architectural relief, including recesses and projections. Architectural relief shall be required at intervals of 25 feet in length.
- B. Building walls constructed along a thoroughfare shall incorporate a minimum of 25 percent glazing. Glazing in building walls along a thoroughfare shall not extend to finished grade, and shall be designed as shopfronts with knee walls of a masonry material between two (2) and three-and-a-half (3.5) feet in height.
- C. Building mechanical equipment including, but not limited to, electric meters, gas meters, water meters, and transformers and refuse storage shall be visually screened and not located along thoroughfares.
- D. All rooftop mechanical equipment shall be visually screened from all sides by parapet walls or opaque screening enclosures both of which shall be at least 12 inches greater in height than the equipment.

- E. All collection receptacles shall be visually screened on all sides by a solid wall a minimum of six feet in height, and constructed of a material matching the nearest building wall. All access doors into the collection receptacle shall be made of opaque metal matching the height of the solid walls. Lids shall be required on collection receptacles that are not in a roofed enclosure.
- F. All loading docks and service areas shall be located away from thoroughfares, and shall be visually screened from adjoining properties to the satisfaction of the Director of Planning.

BINDING ON APPLICANT; SUCCESSORS AND ASSIGNS; AND APPLICATIONS FOR PLATTING AND BUILDING PERMITS:

Development shall be in accordance with the provisions of this PD, Planned Development District, and all development plans prepared for design review and recorded hereunder shall be binding upon the applicant thereof, his and all successors and assigns, and shall limit and control all applications for building permits. Development plans shall be prepared and submitted in accordance with the provisions set forth in Section 155.066, PD, Planned Development District Regulations, prior to the submittal of any applications for platting or permitting.

EXHIBIT B-1 FOR ZC#-22-017

PD, PLANNED DEVELOPMENT DISTRICT REGULATIONS



EXHIBIT B-1 FOR ZC#-22-017

PD, PLANNED DEVELOPMENT DISTRICT REGULATIONS

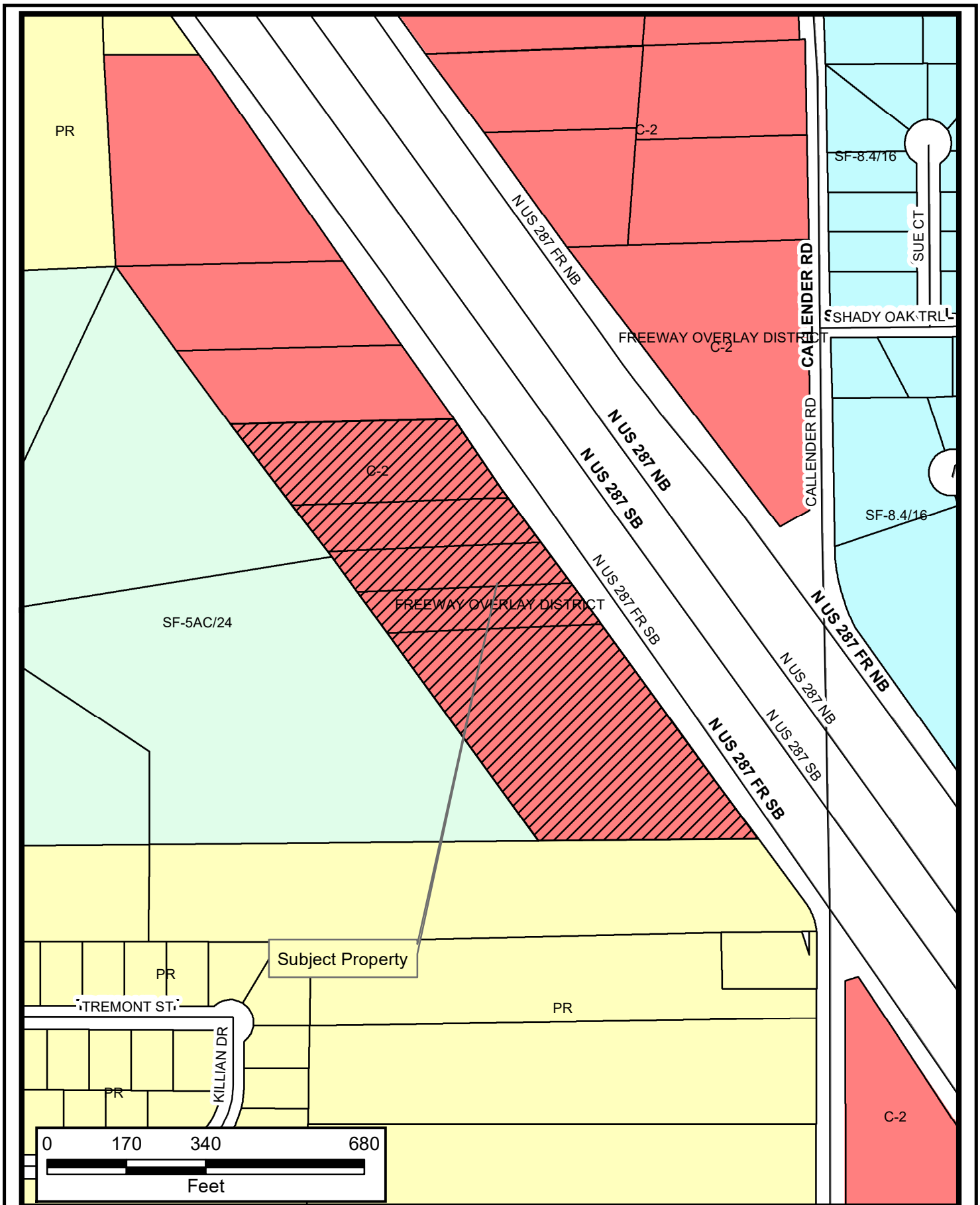




ZC#22-017

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

10/26/2022



Property Owner Notification for ZC#22-017

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
HARRELL, WILLIAM H SURVEY	A 724	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
HARRELL, WILLIAM H SURVEY	A 724	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
LYNN, WILLIAM SURVEY	A 984	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
WOODLANDS ADDN, THE (MANSFIELD	LOT 17A	OASIS RENTAL LLC	344 SW WILSHIRE BLVD	BURLESON, TX	76028
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR1	OASIS RENTAL LLC	344 SW WILSHIRE BLVD	BURLESON, TX	76028
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR2	INDUSTRIAL RESERVE LLC	12404 PARK CENTRAL DR SUITE 25	DALLAS, TX	75251
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR3	INDUSTRIAL RESERVE LLC	12404 PARK CENTRAL DR SUITE 25	DALLAS, TX	75251
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR4	INDUSTRIAL RESERVE LLC	12404 PARK CENTRAL DR SUITE 25	DALLAS, TX	75251
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR5	INDUSTRIAL RESERVE LLC	12404 PARK CENTRAL DR SUITE 25	DALLAS, TX	75251
WOODLANDS ADDN, THE (MANSFIELD	LOT 17AR6	INDUSTRIAL RESERVE LLC	12404 PARK CENTRAL DR SUITE 25	DALLAS, TX	75251
WOODLANDS ADDN, THE (MANSFIELD	LOT 8A	WHEELLESS, MICHAEL	8 WOODLAND DR UNIT A	MANSFIELD, TX	76063
WOODLANDS ADDN, THE (MANSFIELD	LOT 9	SMITH, DONALD R	9 WOODLAND DR	MANSFIELD, TX	76063