



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, May 22, 2023

3:30 PM

Council Chambers

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#### REGULAR MEETING

1. **3:30 P.M. - CALL MEETING TO ORDER**

2. **WORK SESSION**

Discussion Regarding 2023 City Council Priorities

Discussion Regarding Public Safety for Capital Needs

Discussion Regarding Tarrant Area Food Bank

Discussion Regarding the May 22, 2023 Consent Agenda Items

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 Code Compliance Case

Seek Advice of City Attorney Regarding Contract Negotiations

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**

**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 #21-11

Economic Development Project #22-23

Economic Development Project #23-04

**4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**

**5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - 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. OATH OF OFFICE**

Brent Newsom

Todd Tonore

Larry Broseh

**10. ELECTION OF MAYOR PRO-TEM**

**11. 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.*

**12. COUNCIL ANNOUNCEMENTS**

**13. SUB-COMMITTEE REPORTS**

[23-5379](#)

Minutes - Approval of the May 12, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

**Presenters:** Susana Marin

**Attachments:** [DRAFT Meeting Minutes](#)

**14. 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

Citizen Planning Steering Committee Update

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

**16. 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**

[23-5367](#)

Ordinance - Ordinance Amending Chapter 37, "Municipal Court" of Title III, "Administration" of the Code of Ordinances of Mansfield, Texas; Providing for the Repeal of all Ordinances in Conflict, Providing a Severability Clause; Providing for Publication, and Providing an Effective Date

**Presenters:** Vanessa Ramirez

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

[23-5366](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Agreement Between the City of Mansfield, TX and Airbnb, Inc. for Collection of Hotel Occupancy Taxes

**Presenters:** Vanessa Ramirez

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

[Voluntary Collection Agreement](#)

[23-5370](#)

Resolution – A Resolution to Consider Executing a Professional Services Agreement with Studio 13, PLLC, in the Amount of \$214,455 for Design, Engineering, and Construction Documents Related to James McKnight Park West Improvements

**Presenters:** Matt Young

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

[Consultant Proposal](#)

[23-5371](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing and Approving Membership in the Cities Served by Sienergy (Cities) for The Purpose of Protecting the Interest of the City and its Citizens with Respect to Sienergy Matters; Further Suspending the June 9, 2023 Effective Date of the Statement of Intent of Sienergy, Lp To Increase Rates

**Presenters:** Jeff Price

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

[23-5373](#)

Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$440,870 and Awarding a Contract for Construction of the Rustic Meadow Lift Station Decommission to Wilco Underground, LLC (Utility Fund)

**Presenters:** Raymond Coffman

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

[Location Map](#)

[23-5374](#)

Resolution - A Resolution Authorizing Funding for Amount Not to Exceed \$77,060 and Approval of a Contract for Design Services with Spiars Engineering and Surveying for the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis (TIRZ #4)

**Presenters:** Raymond Coffman

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

[Location Map](#)

[23-5368](#)

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meeting of June 26, 2023 to June 5, 2023

**Presenters:** Susana Marin

**Attachments:** [Suspension of Rules - Procedural Rules of Council](#)

[23-5375](#)

Minutes - Approval of the May 8, 2023 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [DRAFT Meeting Minutes](#)

[23-5382](#)

Minutes - Approval of the May 16, 2023 Special City Council Meeting  
Minutes

**Presenters:** Susana Marin

**Attachments:** [DRAFT Meeting Minutes](#)

**END OF CONSENT AGENDA**

**17. PUBLIC HEARING AND FIRST READING**

[23-5380](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 18.59 Acres in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas Located at 2441 Heritage Parkway; City of Mansfield, Applicant (ZC#23-011)

**Presenters:** Jason Alexander

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

[Maps and Supporting Information](#)

[Exhibit A - Legal Description](#)

**18. NEW BUSINESS**

[23-5369](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Amendment to the Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems TX; Authorizing the City Manager, or his designee, and MEDC President to Execute Said Amendment; and Providing an Effective Date

**Presenters:** Jason Moore

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

[Amendment to Economic Development Agreement](#)

**19. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the May 22, 2023 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, May 18, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Susana Marin, City Secretary

Approved as to form:

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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: 23-5379

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the May 12, 2023 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 May 12, 2023 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.  
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## Meeting Minutes - Draft

### City Council - Housing Market Growth Strategy Sub-Committee

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Friday, May 12, 2023

10:30 AM

City Hall

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#### 1. CALL TO ORDER

*Chair Lewis called the meeting to order at 10:35 a.m.*

*Staff present: City Manager Joe Smolinski, Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Executive Director of Planning and Development Services Jason Alexander, Assistant Director of Planning Arty Wheaton-Rodriguez, Assistant City Secretary Keera Seiger*

**Present** 3 - Casey Lewis; Julie Short and Tamera Bounds

#### 2. CITIZEN COMMENTS

*There were no citizen comments.*

#### 3. NEW BUSINESS

##### Discussion and Possible Action Regarding Legislative Priorities and Pending Legislation

*Assistant City Manager Matt Jones spoke on the Texas legislation process and specifically on the currently proposed Senate Bill 1412 relating to the regulation of accessory dwelling units by political subdivisions. Executive Director of Planning and Development Services Jason Alexander commented on the text of the bill and presented various concerns staff identified which do not align with the city's vision. The concerns presented included parking requirements, drainage, impervious coverage, setbacks, property values, neighborhood character, the building of an accessory dwelling unit before the primary structure, and that the term "primary structure" is not properly defined in the bill. There was also discussion regarding the possibility of requiring property owners with an accessory dwelling unit to register with the city's Regulatory Compliance department, and contextual regulatory ability on the design of the accessory dwelling units.*

*The sub-committee believes that local governments should be allowed reasonable regulatory authority to meet the needs of local communities, which is the regulation of accessory dwelling units in this case. City staff is and will continue to monitor the progress of Senate Bill 1412, and members of the sub-committee will travel to the Texas Capitol to testify when the bill is placed on the calendar for public comments.*

*Other bills presented to the sub-committee for review were House Bill 3135 relating to the review, adoption, and modification of land development regulations, House Bill 2970 relating to the municipal regulation of HUD-code manufactured homes, and House Bill 3921 relating to residential lot size and density requirements for residential lots in certain municipalities.*



4. **ADJOURNMENT**

*Chair Lewis adjourned the meeting at 11:42 a.m.*

\_\_\_\_\_  
ATTEST: Casey Lewis, Chair

\_\_\_\_\_  
Susana Marin, City Secretary



# CITY OF MANSFIELD

1200 E. Broad St.  
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## STAFF REPORT

File Number: 23-5367

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Ordinance - Ordinance Amending Chapter 37, "Municipal Court" of Title III, "Administration" of the Code of Ordinances of Mansfield, Texas; Providing for the Repeal of all Ordinances in Conflict, Providing a Severability Clause; Providing for Publication, and Providing an Effective Date

**Requested Action**

Approval of the proposed ordinance.

**Recommendation**

Staff recommends the approval of the proposed changes to Chapter 37, "Municipal Court" of the Code of Mansfield, Texas.

**Description/History**

This is a housekeeping matter to bring Chapter 37, "Municipal Court" up to date with state law and current practices.

**Justification**

The last amendments to Chapter 37, "Municipal Court" were made in August 2011. During the 86th Regular Legislative Session, Senate Bill 346 passed which consolidated the previous 4 separate local court costs authorized into one Local Consolidated Fee which is then allocated among the Municipal Court Building Security Fund, Local Truancy Prevention and Diversion Fund, Municipal Court Technology Fund, and Municipal Jury Fund accordingly. Although Municipal Court has been doing this in practice since the bill became effective January 1, 2020, these Ordinance revisions will bring our current Chapter 37, "Municipal Court" up to date with state law and our current practices.

**Funding Source**

N/A

**Prepared By**

Vanessa Ramirez, Assistant City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE III “ADMINISTRATION” OF THE CODE OF MANSFIELD, TEXAS BY AMENDING SECTION 37.01, “ESTABLISHMENT”; AMENDING 37.02, “TERMS OF GOVERNMENT CODE ADOPTED”; AMENDING SUBPARTS “TECHNOLOGY FUND” AND “MUNICIPAL COURT BUILDING SECURITY FUND” CONTAINING SECTIONS 37.15 THROUGH 37.32; ADDING AND RESERVING SECTIONS 37.33 AND 37.34; ADDING A NEW SUBPART “MUNICIPAL JURY FUND” CONTAINING SECTIONS 37.35 THROUGH 37.39 OF CHAPTER 37, “MUNICIPAL COURT”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the City Council previously established the Municipal Court of Record for the City of Mansfield, Texas, by Ordinance No. 1086 on July 24, 1995; and,

**WHEREAS**, the City Council previously established certain fees to be collected upon a conviction for a nonjailable misdemeanor offense in the Municipal Court of Record; and,

**WHEREAS**, the State of Texas has since authorized the Municipal Court of Record to collect a local consolidated fee upon the conviction for a nonjailable misdemeanor; and,

**WHEREAS**, this consolidated fee replaces the individual fees separately authorized and adopted by the City; and,

**WHEREAS**, the City Council now desires to update its ordinances to adopt the consolidated fee and to designate a Municipal Court Building Security Fund, a Local Truancy Prevention and Diversion Fund, a Municipal Court Technology Fund, and a Municipal Jury Fund to be funded by the collection of the fee.

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

**SECTION 1.**

Section 37.01, “Establishment”, of Chapter 37 “Municipal Court” of the Code of Mansfield, Texas is hereby amended to read as follows:

**“§37.01 ESTABLISHMENT.**

The City Council hereby establishes the Mansfield Municipal Court as a Municipal Court

of Record in order to provide a more efficient disposition of cases arising in the city, and in order to more effectively enforce the ordinances of the city. The Mansfield Municipal Court shall become a Court of Record from and after the first day of October, 1995, and shall be designated the Mansfield Municipal Court of Record No. 1.”

## **SECTION 2.**

Section 37.02, “Terms of Government Code Adopted”, of Chapter 37 “Municipal Court” of the Code of Mansfield, Texas is hereby amended to read as follows:

### **“§37.02 TERMS OF GOVERNMENT.**

(A) The Mansfield Municipal Court of Record No. 1 is established pursuant to the authority granted in Chapter 30 of the Texas Government Code, and the terms set forth therein are hereby adopted governing the operation of the court.

(B) The Mansfield Municipal Court of Record No. 1 shall have the jurisdiction and authority provided by Section 30.00005 of the Texas Government Code, as amended, including, but not limited to:

- (1) Jurisdiction over criminal cases arising under ordinances authorized by Sections 215.072, 217.042, 341.903, and 551.002 of the Texas Local Government Code, as amended;
- (2) Concurrent jurisdiction with a justice court in any precinct in which the city is located in criminal cases that arise within the territorial limits of the city and are punishable only by fine;
- (3) Concurrent jurisdiction with a district court or a county court at law under Subchapter B, Chapter 54, Texas Local Government Code, within the city's territorial limits and property owned by the city located in the city's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances;
- (4) Civil jurisdiction for the purpose of enforcing municipal ordinances enacted under Subchapter A, Chapter 214 of the Texas Local Government Code, or Subchapter E, Chapter 683 of the Texas Transportation Code; and
- (5) Authority to issue:
  - (a) Search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation; and
  - (b) Seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises.”

## **SECTION 3.**

Subparts “Technology Fund” and “Municipal Court Building Security Fund” containing Sections 37.15 - 37.32 of Chapter 37 “Municipal Court” of the Code of Mansfield, Texas are

hereby repealed in their entirety and replaced as follows, and adding and reserving Sections 37.33 and 37.34:

**“CONSOLIDATED FEE ON CONVICTION OF A NONJAILABLE  
MISDEMEANOR**

**§37.15 AMOUNT OF FEE, ASSESSMENT, COLLECTION.**

(A) A person convicted of a nonjailable misdemeanor offense, including a criminal violation of a city ordinance, shall pay \$14 as a court cost, in addition to all other costs, on conviction.

(B) A person is considered to be convicted in a case if:

- (1) a judgment, a sentence, or both a judgment and a sentence are imposed on the person;
- (2) the person receives community supervision, deferred adjudication, or deferred disposition; or
- (3) the court defers final disposition of the case or imposition of the judgment and sentence.

(C) The Clerk of the Mansfield Municipal Court of Record No. 1 shall collect the fee and pay the fee to the municipal treasurer of the City to deposit into the municipal treasury.

(D) Money collected for the fee on offenses committed on or after January 1, 2020, shall be allocated as follows:

- (1) 35% into the municipal court building security fund;
- (2) 35.7143 % into the local truancy prevention and diversion fund;
- (3) 28.5714 % into the municipal court technology fund; and
- (4) 0.7143% into the municipal jury fund.

(E) Money collected for the fee on offenses committed before January 1, 2020, shall be distributed using historical data so that each account or fund receives the same amount of money the account or fund would have received if the court costs for the accounts and funds had been collected and reported separately. The historical amounts for each previously existing fund, applicable for offenses committed on or after September 1, 1999, are:

- (1) Municipal Court Technology Fee - \$4.00; and
- (2) Municipal Court Building Security Fund - \$3.

**§§37.16-37.19 RESERVED.**

**MUNICIPAL COURT BUILDING SECURITY FUND**

**§37.20 ESTABLISHMENT OF MUNICIPAL COURT BUILDING SECURITY FUND.**

(A) There is hereby created and established a Municipal Court Building Security Fund in the treasury of the City pursuant to Art. 102.017 of the Texas Code of Criminal Procedure.

(B) The Municipal Court Building Security Fund shall be administered by or under the direction of the City Council.

#### **§37.21 DESIGNATED USE OF FUND.**

(A) Money deposited into the Municipal Court Building Security Fund may be used only for security personnel, services, and items related to buildings that house the operations of municipal courts.

(B) For purposes of this article, the term "security personnel, services, and items" includes:

- (1) the purchase or repair of X-ray machines and conveying systems;
- (2) handheld metal detectors;
- (3) walkthrough metal detectors;
- (4) identification cards and systems;
- (5) electronic locking and surveillance equipment;
- (6) video conferencing systems;
- (7) bailiffs, deputy sheriffs, deputy constables, or contract security personnel during times when they are providing appropriate security services;
- (8) signage;
- (9) confiscated weapon inventory and tracking systems;
- (10) locks, chains, alarms, or similar security devices;
- (11) the purchase or repair of bullet-proof glass;
- (12) continuing education on security issues for court personnel and security personnel; and
- (13) warrant officers and related equipment.

#### **§§37.22-37.24 RESERVED.**

### **LOCAL TRUANCY PREVENTION AND DIVERSION FUND**

#### **§37.25 ESTABLISHMENT OF LOCAL TRUANCY PREVENTION AND DIVERSION FUND.**

(A) There is hereby created and established a Local Truancy Prevention and Diversion Fund in the treasury of the city pursuant to Section 134.151 of the Texas Local Government Code.

(B) The Local Truancy Prevention and Diversion Fund shall be administered by or under the direction of the City Council.

#### **§37.26 DESIGNATED USE OF FUND.**

(A) Money in the Local Truancy Prevention and Diversion Fund may be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056 of the Texas Code of Criminal Procedure.

(B) If there is money in the Local Truancy Prevention and Diversion Fund after the costs under

subsection (A) are paid, subject to the direction of the City Council and with approval of the Mansfield Municipal Court of Record No. 1, a juvenile case manager may direct the remaining money to be used to implement programs directly related to the duties of the juvenile case manager, including juvenile alcohol and substance abuser programs, educational and leadership programs, and any other projects designed to prevent or reduce the number of juvenile referrals to the Mansfield Municipal Court of Record No. 1.

(C) Money in the Local Truancy Prevention and Diversion Fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.

**§§37.27-37.29. RESERVED.**

**MUNICIPAL COURT TECHNOLOGY FUND**

**§37.30 ESTABLISHMENT OF MUNICIPAL COURT TECHNOLOGY FUND**

(A) There is hereby created and established a Municipal Court Technology Fund in the treasury of the city pursuant to Art. 102.0172 of the Texas Code of Criminal Procedure.

(B) The Municipal Court Technology Fund shall be administered by or under the direction of the City Council.

**§37.31 DESIGNATED USE OF FUND**

Money in the Municipal Court Technology Fund may be used only to finance the purchase of or to maintain technological enhancements for the Mansfield Municipal Court of Record No. 1, including:

- (1) computer systems;
- (2) computer networks;
- (3) computer hardware;
- (4) computer software;
- (5) imaging systems;
- (6) electronic kiosks;
- (7) electronic ticket writers; and
- (8) docket management systems.

**§§37.32-37.34 RESERVED.**

**SECTION 4.**

Chapter 37 “Municipal Court” of the Code of Mansfield, Texas, is hereby amended by adding a new Subpart “Municipal Jury Fund” containing Sections 37.35 - 37.39 to read as follows:

**MUNICIPAL JURY FUND**

**§37.35 ESTABLISHMENT OF MUNICIPAL JURY FUND**

(A) There is hereby created and established a Municipal Jury Fund in the treasury of the city pursuant to Section 134.151 of the Texas Local Government Code.

(B) The Municipal Jury Fund shall be administered by or under the direction of the City Council.

**§37.36 DESIGNATED USE OF FUND**

Money in the Municipal Jury Fund may only be used to fund juror reimbursements and otherwise finance jury services.”

**§§37.37-37.39 RESERVED.**

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

That the caption of this ordinance shall be published in compliance with Section 3.13 of the City Charter.

**SECTION 8.**

This ordinance shall take effect immediately from and after its passage on the first and final reading.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 22<sup>ND</sup> DAY OF MAY, 2023.**



\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Bradley Anderle, City Attorney**



# CITY OF MANSFIELD

1200 E. Broad St.  
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mansfieldtexas.gov

## STAFF REPORT

File Number: 23-5366

**Agenda Date:** 5/22/2023

**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, Approving an Agreement Between the City of Mansfield, TX and Airbnb, Inc. for Collection of Hotel Occupancy Taxes

**Requested Action**

Approve the Resolution approving the voluntary collection agreement between the City of Mansfield and Airbnb, Inc. for the collection of Hotel Occupancy Taxes.

**Recommendation**

Staff recommends the approval of this Resolution.

**Description/History**

There is an estimated 94 dwelling units that are available in the City of Mansfield ("City") for rent to guests. The owners of these dwelling units (commonly referred to as "hosts") usually list the rental on web sharing platforms such as Airbnb and other similar platforms. Although hosts are required to pay occupancy taxes under Chapter 38 of the Code of Mansfield, Texas when they rent a dwelling unit or portion of dwelling unit to guests the City does not require hosts to register with the City and therefore it makes it difficult for the City to ascertain whether occupancy taxes are being properly remitted to the City as required. Under current state law, web platforms such as Airbnb are not directly liable for collecting local occupancy taxes, however, under this agreement, starting July 1, 2023, Airbnb agrees to collect the occupancy tax from each Airbnb host for bookings made through the Airbnb platform and remit to the City on a monthly basis. There is no cost associated to the City for this service.

**Justification**

Approving this agreement will provide the City with assurances that it is collecting the local occupancy taxes due from dwelling units listed and booked through the Airbnb platform.

**Funding Source**

N/A

**Prepared By**

Vanessa Ramirez, Assistant City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF MANSFIELD, TX AND AIRBNB, INC. FOR COLLECTION OF HOTEL OCCUPANCY TAXES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, an estimated 94 dwelling units are available in the City of Mansfield (“City”) for rent to guests; and,

**WHEREAS**, the owners of these dwelling units (commonly referred to as “hosts”) usually list the rental on web sharing platforms such as Airbnb and other similar platforms; and,

**WHEREAS**, hosts are required to pay occupancy taxes under Chapter 38 of the Code of Mansfield, Texas when they rent a dwelling unit or portion of dwelling unit to guests. Under current state law, web platforms such as Airbnb are not directly liable for collecting local occupancy taxes; and,

**WHEREAS**, hosts are not required to register with the City, therefore it is difficult for the City to locate and identify host locations to ensure the occupancy taxes are properly collected and remitted to the City as required; and,

**WHEREAS**, the City and Airbnb wish to enter into a voluntary agreement whereby Airbnb will collect the occupancy tax from each Airbnb host for bookings made through the Airbnb platform and remit to the City on a monthly basis; and,

**WHEREAS**, this will assist the City in receiving occupancy tax from every Airbnb booking in the City.

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

**SECTION 1.**

That the findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**SECTION 2.**

That the proposed voluntary collection agreement between the City and Airbnb, Inc. is hereby approved.

**SECTION 3.**

That the City Manager or his designee is authorized to execute any documents necessary to implement this Resolution.

**SECTION 4.**

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 5.**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 22<sup>ND</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**VOLUNTARY COLLECTION AGREEMENT  
FOR  
CITY OF MANSFIELD, TEXAS, HOTEL OCCUPANCY TAX**

**THIS VOLUNTARY COLLECTION AGREEMENT** (the “**Agreement**”) is dated \_\_\_\_\_, 2023 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”), and the **CITY OF MANSFIELD, TEXAS** (the “**Taxing Jurisdiction**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations and/or activities (“**Hosts**”) and third parties booking such accommodations and/or activities (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations and/or activities to which Airbnb is not a party (“**Booking Transactions**”); and

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable transient occupancy taxes and applicable sales taxes (“**Taxes**”) imposed under applicable City of Mansfield law (the applicable “**Code**”), on behalf of certain Hosts for Booking Transactions completed by such Hosts and Guests on the Platform for accommodations transactions located in the City of Mansfield, Texas (the “**Taxable Booking Transactions**”).

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform by Hosts other than those defined in Paragraphs (E) and (E-1) below, Airbnb agrees contractually to assume the duties of a Taxes collector as described in the Code solely for the collection and remittance of Taxes on behalf of such Hosts (hereinafter referred to as a “**Collector**”).

(B) Starting on July 1, 2023 (the “**Effective Date**”), Airbnb agrees to commence collecting and remitting Taxes on behalf of certain Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (L) below,

Airbnb shall not assume any obligation or liability to collect Taxes for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

(C) Except as set forth in Paragraph (E) below, Airbnb agrees to register as a Collector on behalf of Hosts for the sole purpose of reporting, collection and remittance of Taxes under this Agreement, and will be the registered Collector on behalf of any affiliate or subsidiary collecting Taxes. The assumption of such duties described in Paragraph (A) above and this Paragraph (C) shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

### **REMITTANCE OF TAXES**

(D) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Taxes that are subject to the provisions of this Agreement. Airbnb shall remit all Taxes collected from Guests in accordance with this Agreement and Airbnb's Terms of Service ([www.airbnb.com](http://www.airbnb.com)) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

### **REGISTERED HOSTS**

(E) Airbnb reserves the right to implement a software feature on the Platform whereby Airbnb collects Taxes based on tax information supplied by the Host, and remits such Taxes to Hosts for ultimate reporting and remittance by the Host to the Taxing Jurisdiction. In such cases, a Host must provide to Airbnb its (i) applicable Tax identification or registration number; (ii) applicable business identification number; and (iii) acknowledgement of its obligation to collect all Taxes owed on a Host's Taxable Booking Transactions and to remit and report any Taxes collected directly to the Taxing Jurisdiction (a "**Registered Host**"). Upon request from the Taxing Jurisdiction, and not more than once per consecutive twelve-month period, Airbnb may provide the Taxing Jurisdiction with copies of documentation related to Registered Hosts.

(E-1) Airbnb satisfies its obligations under this Agreement by remitting the full amount of Taxes collected on behalf of Hosts to the Taxing Jurisdiction, and in the case of Registered Hosts only, by remitting the Taxes collected on a Registered Host's Taxable Booking Transactions directly to the Registered Host.

### **AIRBNB LIABILITY**

(F) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Taxes, including, but not limited

to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Taxes and/or penalties, interest, fines or other amounts assessed against it were not due or are the subject of a claim for refund under applicable law, or otherwise bar it from enforcing any rights accorded by law. Notwithstanding the above and solely with respect to Registered Hosts, Airbnb does not assume any liability for the failure of a Registered Host to comply with any applicable collection, reporting or remittance obligations related to Taxable Booking Transactions. Further, Airbnb does not assume any liability for collection based on information supplied by the Registered Host.

### **AUDIT**

(G) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Tax returns filed and supporting documentation. The Taxing Jurisdiction reserves the right to audit any individual Host for activity that has been brought to the attention of the Taxing Jurisdiction in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(H) The Taxing Jurisdiction agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Taxable Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The parties agree to utilize appropriate sampling audit methodologies based on a standard sample period which may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb elects, at its sole discretion, to undergo further audit of such open periods by the Taxing Jurisdiction.

### **GUEST AND HOST LIABILITY**

(I) During any period in which this Agreement is effective, and provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit Taxes on Taxable Booking Transactions, and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Taxes. Notwithstanding the above, Registered Hosts will be solely responsible for directly remitting Taxes collected on



Taxable Booking Transactions to the Taxing Jurisdiction. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Taxes for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions.

#### **WAIVER OF LOOK-BACK**

(J) The Taxing Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders, investors, employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Taxes or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Taxes on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Taxing Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

#### **NOTIFICATION TO GUESTS AND HOSTS**

(K) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that, except with respect to Registered Hosts, it will notify (i) Hosts that Taxes will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Taxes collected and remitted on each Taxable Booking Transaction.

#### **LIMITATION OF APPLICATION**

(L) This Agreement is solely for the purpose of facilitating the administration and collection of the Taxes with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America or of any State or subdivision or municipality thereof. Neither Party waives, and each Party expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

(L-1) If Airbnb expands the types of transactions that may be completed by Hosts and Guests on the Platform to include additional taxable services or products located in the City of

Mansfield, Texas, and Airbnb decides in its sole discretion to collect and remit any applicable taxes with respect to such transactions on behalf of Hosts and/or Guests, Airbnb agrees to provide reasonable notice to the Taxing Jurisdiction regarding the collection and remittance of such taxes.

### **DURATION/TERMINATION**

(M) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30-day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30-day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Taxes collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the effective date of termination.

### **MISCELLANEOUS**

(N) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles.

(O) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(P) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(Q) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(R) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not

create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(S) **WAIVER AND CUMULATIVE REMEDIES.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(T) **FORCE MAJEURE.** Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(U) **ASSIGNMENT.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(V) **MISCELLANEOUS.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

### **NOTICES**

(W) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.  
Attn: General Counsel  
888 Brannan Street, 4<sup>th</sup> Fl.  
SF, CA 94103  
[legal@airbnb.com](mailto:legal@airbnb.com)

Airbnb, Inc.  
Attn: Global Head of Tax  
888 Brannan Street, 4<sup>th</sup> Fl.  
SF, CA 94103  
[tax@airbnb.com](mailto:tax@airbnb.com)

To the Taxing Jurisdiction:

City of Mansfield  
Attn: Financial Services Department  
1200 E. Broad Street  
Mansfield, Texas 76063

City of Mansfield  
Attn: City Manager's Office  
1200 E. Broad Street  
Mansfield, Texas 76063

**IN WITNESS WHEREOF**, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

**AIRBNB, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Signature of Authorized Representative

Mirei Yasumatsu, Global Tax Director  
Name and Title of Authorized

Representative

**CITY OF MANSFIELD, TEXAS**

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

Vanessa Ramirez, Assistant City Manager  
Name and Title

ATTEST

By \_\_\_\_\_  
Susana Marin, City Secretary



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5370

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

### Agenda Number:

#### Title

Resolution - A Resolution to Consider Executing a Professional Services Agreement with Studio 13, PLLC, in the Amount of \$214,455 for Design, Engineering, and Construction Documents Related to James McKnight Park West Improvements

#### Requested Action

Consider and Approve Resolution

#### Recommendation

Approve Resolution

#### Description/History

James McKnight Park West (JMPW), located at 302 North Wisteria Street, was opened in 1988 as an expansion of its sister park, James McKnight Park East (JMPE). The two parks are bisected by U.S. Hwy 287, with the Walnut Creek Linear Trail (WCLT) providing a connection between them via an underpass of the highway (where the highway bridges Walnut Creek).

JMPW currently serves as a trailhead along the WCLT, providing a location to connect to JMPE, Hardy Allmon Soccer Complex, Katherine Rose Memorial Park, Town Park and Historic Downtown Mansfield. The WCLT is the spine for Mansfield's entire trail network and one of the city's most popular amenities. Other than as a trailhead along the WCLT, JWMP has remained a largely undeveloped park since its opening. Aside from a small pavilion and a parking lot at the trail connection, the 42.54-acre park provides no other access to, or opportunity for, recreational use to the surrounding neighborhood residents or citizens of Mansfield.

Due to population growth, location along the WCLT, and proximity to Historic Downtown Mansfield, this park provides an excellent opportunity to provide recreational uses and amenities for the citizens of Mansfield. In the 2020 10-Year Master Plan, JMPW was listed as the fourth highest priority project in the southwest quadrant, and is currently the highest unfunded project. In an effort to support this development, the city submitted a Local Parks Non-Urban Outdoor Recreation grant application to the Texas Parks and Wildlife Department in July 2022. The city was notified in January 2023 that we were awarded a \$750,000 matching grant for the project. Park improvements planned for in the grant include trails and pedestrian bridges, a shaded accessible playground, pavilion, disc golf course, improved parking area(s), site utilities, native landscaping, irrigation, and park signage.

Studio 13, PLLC submitted the attached proposal of services to perform site evaluation, facilitate community input, prepare park development plans, and provide additional services as

needed to plan for the implementation of park improvements. The total cost of the proposed professional services agreement is \$214,455, including \$163,035 for basic services and \$51,420 for additional services related to an updated flood study. Funding for this phase of the project is included in the FY2022-2023 MPFDC budget. The MPFDC Board of Directors approved the agreement at their regular meeting on May 18, 2023.

### **Justification**

Existing park amenities require renovation, relocation, and renewal due to increased use, flooding events and for added safety. A Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant was awarded, and the approval of a professional services agreement is the next step in the redevelopment/renovation of this grant agreement. The results of this agreement will provide direction and forward progression towards the design, engineering, and construction of proposed grant planned and approved amenities.

### **Funding Source**

MPFDC 1/2 cent sales tax  
TPWD Local Parks Non-Urban Outdoor Grant

### **Prepared By**

Matt Young, Executive Director of Community Services  
[Matt.Young@mansfieldtexas.gov](mailto:Matt.Young@mansfieldtexas.gov)  
817-728-3397

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION TO CONSIDER EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH STUDIO 13, PLLC, IN THE AMOUNT OF \$214,455 FOR DESIGN, ENGINEERING, AND CONSTRUCTION DOCUMENTS RELATED TO JAMES MCKNIGHT PARK WEST IMPROVEMENTS**

**WHEREAS**, the City Council and Mansfield Park Facilities Development Corporation (MPFDC) approved the Parks, Recreation, Open Space & Trails Master Plan in October 2020; and,

**WHEREAS**, the City Council and MPFDC determined that constructing these improvements at James McKnight Park West will fulfill the need as indicated in the Master Plan; and,

**WHEREAS**, funding for this project is available through the MPFDC's FY2022-2023 budget; and,

**WHEREAS**, the MPFDC voted to approve the professional services agreement at their May 18, 2023 board meeting.

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

**SECTION 1.**

That the City Council approves executing a professional services agreement with Studio 13, PLLC for design, engineering, and construction documents for James McKnight Park West in the amount of Two Hundred Fourteen Thousand Four Hundred Fifty-Five Dollars (\$214,455).

**SECTION 2.**

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

**PASSED AND APPROVED ON THIS THE 22<sup>ND</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

May 8, 2023



Bryan Lyness, PLA, ASLA  
Park Project Manager II  
Parks and Recreation Department  
City of Mansfield, Texas

LANDSCAPE ARCHITECTURE  
SITE PLANNING  
TREE MITIGATION

**RE: Proposal for Landscape Architectural Services  
McKnight Park West  
City of Mansfield, TX**

Dear Mr. Lyness,

Thank you for allowing us the opportunity to submit this proposal to provide Landscape Architectural services for the above referenced project. Based on conversations with you, as a representative of the City of Mansfield, ("Client") and the aerial / conceptual park schematic plan, we understand the project requirements are as follows:

- This proposal is based on the City of Mansfield requirements for Parks and Recreation facilities and scope and programming of the site.
- Project includes the approximate +/- 42.5 acres of park land facilities (refer to exhibit page A).

The Conceptual Layout and Design of the site park facilities within the +/- 42.5 Acre Site is to include:

1. A large, shaded playground area (approximately 4500 SF)
  - support a 2-5 play structure.
  - support a 5-12 play structure.
  - accessible swing set with 4 swings (2 ADA)
2. Two (2) pavilions with concrete pads that support 2 ADA accessible picnic tables at each location.
3. Disc Golf Course (9-18 Stations) Work with Disc Golf Consultant to provide technical concept & details for review & final design.
4. Parking drive and area renovations
  - expand to +/- 60 parking stalls w/ 4 ADA compliant spaces.
  - Accessible ADA pedestrian access link from parking to facility.
  - Width to support two-way traffic.
  - Improvements to meet city drive standards.
5. 12' wide concrete trail through the park area (length TBD)
  - may require pedestrian bridges.
6. 12' wide decomposed granite trail through the park area (length TBD)
7. Park signage (design to be provided by COM PARD)
  - Interpretive signs that highlight natural areas, wildlife, and park history.
  - Wayfinding signs
  - Park Sign (at entry)

Studio 13 Design Group  
386 W. Main Street  
Lewisville, Texas 75057  
469-635-1900  
www.studio13.bz



8. Any and all necessary utility and drainage improvements to support the overall improvements.
9. Provide assessment for flood study.

This proposal includes the following task groups:

**Task I – CONCEPTUAL SITE PLAN & PROGRAM**

Park and trail programming and design through stakeholder and community input process (3 meetings / presentations are anticipated).

- Section I A. – Community Engagement Presentation
- Section I B. – Deliverables

**Task II – SCHEMATIC DESIGN**

Park facilities and trail connection design (per client/city recommendations based on community input/online survey).

- Section II A. – Preparation of Site Plan Exhibits.

**Task III – DESIGN DEVELOPMENT**

Park facilities and trail connection plans for the above-mentioned site (per client/city approval of Section II).

**Task IV – CONSTRUCTION DOCUMENTS SPECIFICATIONS**

Park facilities and trail connection plans for the above-mentioned blocks (per client/city approval of Section III)

- IV A. – Grading & Draining Plans
- IV B. – Hardscape & Layout Plans
- IV C. – Landscape Planting Plans
- IV D. – Irrigation Plans
- IV E. – Structural Plans

**Task V – MEETING & COORDINATION / CONSTRUCTION ADMINISTRATION**

**Task VI – TDLR**

**Task VII - NON-LABOR REIMBURSABLES**

**Task VIII – STRUCTURAL PLANS**

**Task IX – MEP / SITE LIGHTING (PAVILION & SITE)**

**Task X - ADDITIONAL SERVICES**

Based on the above items, we propose the following scope of work for each task group:

**I. CONCEPTUAL SITE PLAN & PROGRAM**

Based on the aerial / conceptual park plan (Exhibit “A”). Studio 13 Design Group, PLLC will prepare design exhibits, discuss design strategies, and open dialogue with the public

to learn more about the community and its concerns, while educating residents on the City's intentions and goals for the park spaces.

**A. Community Engagement Presentation:**

- Preparation of presentation exhibits that will help facilitate the program and design discussions with the public/stakeholders.
- The city anticipates this process consisting of 3 (three) presentations, requiring 2 (two) separate deliverables given in person with picture boards, renderings, and plans with 2D view presentation exhibits.
- Based on the feedback received from community engagement in response to the design presentations, we will review and incorporate the information (at the direction of the client) into the schematic design phase.

**B. Deliverables:**

- Studio 13 will prepare and provide a site opportunities evaluation, facilitate community input, and prepare a conceptual development plan with preliminary budget projections.
- This will also include project goals and objectives to illicit community input and feedback.

**II. SCHEMATIC DESIGN**

Based on the owner's approval of the conceptual design, Studio 13 Design Group, PLLC will prepare Schematic Design documents for the owner's approval. This will consist of drawings and other documents including a schematic site plan and preliminary sections and elevations; and may include some combination of study models, perspectives sketches, or digital representations. Preliminary selections of major landscape systems and construction materials shall be noted on the drawings or described in writing.

**III. DESIGN DEVELOPMENT**

Based on the owner's approval of the Schematic Design documents, and on the owner's authorization of any adjustments in the project requirements and the budget for the cost of the work, Studio 13 Design Group, PLLC will prepare Design Development documents for the owner's approval. The Design Development documents will illustrate and describe the development of the approved Schematic Design documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of the site systems, and other appropriate elements. The Design Development documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**IV. CONSTRUCTION DOCUMENTS & SPECIFICATIONS**

Based on the approved Design Development documents, Studio 13 Design Group, PLLC will prepare drawings, specifications and related documents setting forth in detail the

requirements for constructing the park and trail facilities. The construction documents will be prepared in accordance with the City of Mansfield Parks & Recreation standards and will include the following:

**A. Grading & Drainage Plans**

Preparation of construction plans to include contours, spot grades, paving, swales, and the height of any retaining walls, as well as the design of the underground drainage system, including connection to the provided drainage storm stub outs.

**B. Hardscape & Layout Plans**

Preparation of construction plans for the hardscape improvements which will include dimensional layout plans & construction details (sealed by a structural engineer register to the state of Texas) and manufacturer spec. for hardscape materials selected as well as for native stone material necessary to construct the improvements and complete materials descriptions. Technical specifications as necessary, which will describe the materials, systems, equipment workmanship quality, methods, and performance criteria for the construction of the improvements.

**C. Landscape Planting Plans**

Preparation of landscape plans will be designed in accordance with the City of Mansfield standards and will include dimensional planting layout plans, planting notes, planting details, and plant material descriptions. Technical specifications as necessary, which will describe the materials, systems, equipment workmanship quality, methods, and performance criteria for the construction of the improvements.

**D. Irrigation Plans**

The automatic irrigation system will be a cost-efficient system designed with reliable, top-quality irrigation equipment utilizing the latest in water-efficient features for optimum water management and distribution. Technical specifications as necessary, which will describe the materials, systems, equipment workmanship quality, methods, and performance criteria for the construction of the improvements.

**E. Structural Plans**

Based on the final Geotechnical Report, the hardscape elements will be designed and sealed by a structural engineer licensed to practice in the State of Texas.

**V. MEETINGS AND COORDINATION / CONSTRUCTION ADMINISTRATION**

Studio 13 Design Group, PLLC will provide/perform the following services:

1. We will attend bi-monthly meetings (as requested / required).
2. We will assist the City Staff of Mansfield in the public engagement process to gain feedback and establish program design elements (3 meetings anticipated).
3. We will attend meetings, including Planning and Zoning Commission meetings, City Council meetings, and meetings with City staff. (as requested / required).

4. We will meet with City Staff and other consultants to coordinate, present, and answer questions regarding the parks and trail plans. (as requested / required).
5. Work with the City Staff for final plan approval.
6. Attend design meetings and work with City Staff for design coordination.
7. Coordinate the location of franchise utilities and services with owner (if applicable).

Studio 13 Design Group, PLLC shall advise and consult with the owner/city during the construction phase services. We will have the authority to act on behalf of the owner only to the extent provided in this agreement. We will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequence, or procedure, or for safety precautions and programs in connection with the work, nor shall we be held responsible for the contractor's failure to perform the work in accordance with the requirements of the Contract Documents. In addition to this, we will provide/perform the following services: as requested / required, but not exceeding.

1. Review materials and contractor mock-ups.
2. Attend pre-construction meeting, if necessary.
3. Respond to requests for information (RFI) from you or the contractors.
4. Provide observation of the work in progress for the improvements. This will consist of site visits to the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the contract documents (three (3) site visits are anticipated). Studio 13 Design Group, PLLC., does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor supplier or any entity furnishing materials or performing any work on this project.
5. Attend a final walk-through and prepare a punch list of items to be completed if required.
6. Meet with owner/contractor to discuss progress of the project and other issues which may arise during construction.

**VI. TDLR - Texas Department of Licensing and Regulations:**

**Architectural Barriers Review** – Studio 13 Design Group, PLLC will submit the hardscape and/or grading plans to a registered accessibility specialist for review in accordance with (TDLR) Texas Department of Licensing & Regulations to ensure the site meets all Texas Accessibility Standards (TAS).

**VII. NON-LABOR REIMBURSABLES**

Studio 13 Design Group, PLLC will invoice for all non-labor expenses which will include all necessary project related non-labor expenses incurred by Studio 13 Design Group, PLLC which are directly chargeable to the project. These generally include expenses for printing, reproduction, couriers and deliveries, tolls, and mileage. These expenses are listed as a lump sum not to exceed. Studio 13 Design Group, PLLC will not invoice more than the not to exceed dollar amount without written approval from owner.

## **VIII. STRUCTURAL PLANS**

Since this is a pre-constructed facility design provided by the City, Studio 13 will be responsible for the foundation plan and MEP connections to the facility.

## **IX. MEP / SITE LIGHTING (PAVILION & SITE)**

The final construction plans will include MEP, site lighting and Comchek for the pavilions, and site, necessary for permitting, bidding, and construction.

## **X. ADDITIONAL SERVICES**

### Flood Study

Consultant will obtain and review current effective FEMA Hydrologic and Hydraulic models for the area, as available, to create an updated set of base models for this project.

### Delineation Cross Sections

Consultant will conduct a delineation of potential water of the TS (WOTUS)

### Additional Cross Sections

As required to provide the Flood Study, in addition to the site survey (if required) provided by the City of Mansfield, the Consultant will perform additional creek cross sections to obtain pertinent information to complete the Flood Study.

**\*Assessment will utilize the City of Mansfield survey data.**

## **PROJECT DELIVERABLES**

The following is a list of required project deliverables:

- pdf copy of a 50% Design Plan set and (Opinion of Probable Construction Cost for Park Construction and Park Improvements).
- pdf copy of a 75% Design Plan set.
- pdf copy of a 100% Bid/Construction Plan Document Package (Opinion of Probable Construction Cost for Park Construction and Park Improvements).

## **PROJECT SCHEDULE**

The detailed Project Schedule addresses the time, in calendar days, required to prepare the deliverables/documents necessary to complete the Scope of Services/Work. The city anticipates an overall schedule of 9 months, beginning in Spring 2023 and ending Winter 2024. (Contingent upon an issued contract and provided Topo / Base file in AutoCAD) format.

### Conceptual Site Plan:

- 4 weeks after contract is issued & upon receipt of topographic (tree survey).

**Schematic Design:**

- 3 weeks after approval of conceptual / site plan.  
Design Development Plan (50%)
- 4 weeks after approval of schematic design.  
Design Development Plan (75%)
- 6 weeks receipt of City's comments 50% development plan set.  
Design Development Plan (100%)
- 8 weeks after receipt of City's comments on 75% development plan set.  
Construction Document Plans and Specifications.
- 11 weeks after approval of design development plans.  
Additional Services:  
Flood Study
- 6 weeks from the receipt of survey data  
Delineation and Site Visit and Exhibit
- 6 weeks from receipt of survey data.  
Additional Cross Section
- 4 weeks after notice to proceed.

The following items are excluded from our proposed scope of services, but these items may be required for us to complete our responsibilities:

**Site Development Exclusions:**

1. Field Surveying
2. Platting/Re-Platting
3. Geotechnical study
4. Permitting and Fees
5. Construction Staking
6. On the ground topographic Survey
7. Tree Survey
8. Tree Mitigation
9. Final Plat
10. Storm Water Pollution Prevention Plan (SWPP)

**Flood Study / Assessment:**

1. FEMA CLOMR or other submittals not listed.
2. Submittal and application review fees.
3. Detailed design of culverts, bridges, offsite drainage improvements, or any improvements not listed.
4. Site Survey / Stream or tributary cross sections.
5. Scour analysis, erosion studies, or geomorphologic studies.
6. Section 404 permitting with the U.S. Army Corps of Engineers.
7. Coordination and / or permitting with USACE, TCEQ, NRCS, TxDot, or other agencies not listed.

We will submit all above mentioned plans directly to the City and work with City staff for plan approval. Please note that Owner and/or Engineering site changes that require us to revise our plans within two weeks prior to the target submittal date, or thereafter, will be considered additional services. Additional services are defined as services which are not defined in the scope of the services provided herein. STUDIO 13 DESIGN GROUP, PLLC, will not perform additional services without prior written authorization.

Task I.	Conceptual Site Plan & Program	\$18,760.00	Lump Sum Fee
Task II.	Schematic Design	\$16,990.00	Lump Sum Fee
Task III.	Design Development	\$12,725.00	Lump Sum Fee
Task IV.	Construction Documents	\$66,810.00	Lump Sum Fee
Task V.	Meeting & Coordination / Construction Administration	\$20,490.00	Lump Sum Fee
Task VI.	TDLR	\$ 6,500.00	Lump Sum Fee
Task VII.	Non-Labor Reimbursables	\$ 5,125.00	Lump Sum Fee
Task VIII.	Structural Plans	\$ 6,890.00	Lump Sum Fee
Task IX.	MEP / Site Lighting (Pavilion & Site)	\$ 8,745.00	Lump Sum Fee
	<b>Total Basic Services</b>	<b>\$163,035.00</b>	
Task X	Additional Services		
	Flood Study	\$31,300.00	Lump Sum Fee
	Delineation and Site Visit and Exhibit	\$ 7,000.00	Lump Sum Fee
	Additional Cross Sections	\$ 13,120.00	Lump Sum Fee
	<b>Total Additional Services</b>	<b>\$ 51,420.00</b>	

## ACCEPTANCE

This proposal is valid for sixty (60) days from the date of submittal; if not accepted by the end of the sixty-day period, it is subject to change or withdrawal at the option of STUDIO 13 DESIGN GROUP, PLLC. Upon acceptance of the proposed services, please sign each of the duplicate originals of this document and return one signed original for our files.

Studio 13 Design Group, PLLC will invoice for services provided on, or near, the twenty-fifth (25<sup>th</sup>) day of the month in which the work was accomplished. The invoices are due upon receipt, and it is agreed that payment will be made for said work within thirty (30) days from the date the invoice is transmitted. It is understood that unpaid invoices shall accrue interest at 18 percent (18%) per annum after they have been outstanding for over thirty (30) days. It is agreed that you will be liable for all collection costs and attorney fees incurred by Studio 13 Design Group, PLLC due to your failure to timely pay invoices, regardless of whether suit is filed. Further, it is agreed that Texas law applies to this proposal and that exclusive venue for any dispute is Denton County, Texas



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5371

Agenda Date: 5/22/2023

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 and Approving Membership in the Cities Served by Sienergy (Cities) for The Purpose of Protecting the Interest of the City and its Citizens with Respect to Sienergy Matters; Further Suspending the June 9, 2023 Effective Date of the Statement of Intent of Sienergy, Lp To Increase Rates

#### Requested Action

Staff requests that the Council consider adopting this resolution, thus suspending the June 9th effective date.

#### Recommendation

Staff recommends that the Council adopt the resolution.

#### Description/History

On May 5, 2023, SiEnergy, LP (SiEnergy or Company), filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas served by SiEnergy in North, Central, and South Texas. The affected municipalities include the cities of Austin, Celina, Conroe, Fate, Forney, Fort Worth, Fulshear, Grand Prairie, Houston, Manor, Mansfield, Missouri City, Princeton, Sugar Land, and Waxahachie, Texas. In the filing, the Company asserts it is entitled to a \$2,667,058 revenue increase in the incorporated areas or a 47.3% increase over current adjusted revenues, excluding gas costs.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. SiEnergy has proposed an effective date of June 9, 2023. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, SiEnergy's rate request is deemed administratively approved.**

#### Justification

The purpose of the Resolution is to authorize membership of the City into the Cities Served by SiEnergy coalition, to extend the effective date of the Company's proposed rate increase, and to give the City time to review the rate-filing package. The resolution suspends the June 9, 2023 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. The Resolution must be passed before June 9, 2023.



**Funding Source**

N/A

**Prepared By**

Jeff Price, Director of Utilities

817-728-3602

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING AND APPROVING MEMBERSHIP IN THE CITIES SERVED BY SIENERGY (CITIES) FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO SIENERGY MATTERS; FURTHER SUSPENDING THE JUNE 9, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF SIENERGY, LP TO INCREASE RATES WITHIN INCORPORATED AREAS OF NORTH, CENTRAL, AND SOUTH TEXAS; TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY SIENERGY; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, on or about May 5, 2023, SiEnergy, LP (SiEnergy or Company) filed with the City of Mansfield (City) and the other affected North, Central, and South Texas municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the North, Central, and South Texas to be effective June 9, 2023; and,

**WHEREAS**, the City is a regulatory authority with an interest in the rates and charges of SiEnergy; and,

**WHEREAS**, the Cities Served by SiEnergy (Cities) is a coalition of similarly situated cities served by SiEnergy, LP (SiEnergy) that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in SiEnergy's service area; and,

**WHEREAS**, the City is a member of the Cities Served by SiEnergy (Cities), a coalition of similarly situated cities served by SiEnergy that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in SiEnergy's service area; and,

**WHEREAS**, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and,

**WHEREAS**, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and,

**WHEREAS**, the City's consultants and attorneys recommend that City suspend the application for further review; and,

**WHEREAS**, SiEnergy has filed an application with the Railroad Commission that could become the docket into which appeals of City action on the SiEnergy filing are consolidated; and,

**WHEREAS**, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

**SECTION 1.**

That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**SECTION 2.**

That the June 9, 2023, effective date of the request to increase rates submitted by SiEnergy on or about May 5, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

**SECTION 3.**

That the City is a member of the Cities Served by SiEnergy (Cities) municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie L. Mauldin of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., and Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C., as well as any additional consultants deemed necessary, to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

**SECTION 4.**

That the City shall work with Cities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and intervene as a necessary party in the Railroad Commission of Texas' consideration of the SiEnergy rate filing as it affects the customers in the unincorporated areas of North, Central and South Texas.

**SECTION 5.**

That the City's reasonable rate case expenses shall be reimbursed in full by SiEnergy.

**SECTION 6.**

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 7.**

That a copy of this Resolution shall be sent to June M. Dively, SiEnergy, LP at 3 Lakeway Centre CT, Suite 110, Lakeway, Texas 78734 and to Jamie L. Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**SECTION 8.**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 22<sup>ND</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5373

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$440,870 and Awarding a Contract for Construction of the Rustic Meadow Lift Station Decommission to Wilco Underground, LLC (Utility Fund)

**Requested Action**

Consider the Resolution awarding contracts for construction of the Rustic Meadow Lift Station Decommission to Wilco Underground, LLC, and authorizing funding for an amount not to exceed \$440,870.00.

**Recommendation**

The Engineering Staff recommends approval of the Resolution.

**Description/History**

The Rustic Meadow Lift Station Abandonment is a project on the Wastewater Master Plan with a high priority. The existing lift station is 25 years old and needs rehabilitation if not soon eliminated. The Sydney Apartment Complex previously extended a sanitary sewer line from TX 360 to Cannon Drive South as part of their development. This project will connect the existing sewer line in Dove Valley Ln. to the sewer line at Cannon Dr. South.

The project was bid on April 26, 2023 and there were three bidders for the project. Bids ranged from a low bid of \$398,650.00 to a high bid of \$407,053.00. The lowest and best bidder is Wilco Underground, LLC. See attached bid tabulation.

The contract time for this project is seventy (70) working days. The attached vicinity map shows the limits for this project.

The requested funds are for a construction contract in the amount of \$418,582.50, which includes a 5% construction contingency, \$7,287.50 for material testing which includes a 10% contingency, and a \$15,000 contingency for other miscellaneous services needed to complete the construction of the project, for a total budget not to exceed \$440,870.00.

**Justification**

The Engineering Staff has checked the references provided by Wilco Underground LLC and received several positive responses concerning their capabilities. Staff feels that Wilco Underground has the necessary staff and equipment to complete a project of this size and scope within the allowed contract time.

The Director of Engineering Services will be in attendance at the meeting to answer Council's questions regarding the proposed contract and funding. A resolution is attached for Council's consideration.

**Funding Source**

Utility Fund

**Prepared By**

Marah Aqqad  
Project Engineer  
Engineering Services  
817-276-4236

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION FOR THE RUSTIC MEADOW LIFT STATION DECOMMISSION TO WILCO UNDERGROUND, LLC; AND APPROPRIATING FUNDS; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS**

**WHEREAS**, the City of Mansfield has publicly advertised and requested competitive bids for the Rustic Meadow Lift Station Decommission; and,

**WHEREAS**, all bids were received, opened and publicly read aloud on April 26, 2023; and,

**WHEREAS**, the expenditure of the funds stated herein will be secured from the Utility Fund; and,

**WHEREAS**, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

**WHEREAS**, after review of all bids received, it is the recommendation and determination of Council that the "lowest and best" bid is that of Wilco Underground, LLC.

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

**SECTION 1.**

The City Manager or his Designee is hereby authorized and directed to execute contractual documents with Wilco Underground, LLC for construction for an amount not to exceed Four Hundred Eighteen Thousand Five Hundred Eighty Two and 50/100 Dollars (\$418,582.50).

**SECTION 2.**

The City Manager or his Designee is hereby authorized and directed to execute contractual documents for material testing and other miscellaneous services to complete construction of the project.

**SECTION 3.**

Funding is hereby authorized in the amount of Four Hundred Forty Thousand Eight Hundred Seventy and 00/100 Dollars (\$440,870.00) to complete the construction of this project.

**SECTION 4.**

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

**PASSED AND APPROVED THIS THE 22<sup>ND</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**





RUSTIC MEADOW TRAIL

CANNON DR

DOVE VALLEY LN

Rustic Meadow Lift  
Station



RUSTIC MEADOW LIFT STATION DECOMMISSION



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5374

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Authorizing Funding for Amount Not to Exceed \$77,060 and Approval of a Contract for Design Services with Spiars Engineering and Surveying for the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis (TIRZ #4)

**Requested Action**

Consider the authorization of funding and approval of the contract.

**Recommendation**

The authorization of funding in an amount not to exceed \$77,060 and approval of a contract for design services with Spiars Engineering and Surveying for the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis.

**Description/History**

The Harvest Point development at Lone Star Rd. and TX 360 will require several significant public infrastructure improvement projects in the immediate area. These projects will include the reconstruction of Lone Star Rd. from TX 360 to Miller Rd. and Miller Rd. from Lone Star Rd. to the railroad as well as several significant water and sewer improvements.

This contract provides for the development an opinion of probable construction cost for all anticipated infrastructure improvement projects. These upfront cost opinions are necessary to appropriately plan, phase and fund these projects. This scope will also provide for a sanitary sewer analysis to determine the best option to serve this area with sanitary sewer. Serving the area with sewer will involve the construction of large-diameter sewer lines and the siting of a lift station which will involve significant effort.

**Justification**

The above scope is necessary to provide the information needed to facilitate the planning and funding of the public infrastructure improvement projects associated with the proposed Harvest Point development.

The Director of Engineering Services will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contract.

**Funding Source**

TIRZ #4

**Prepared By**

Raymond Coffman

Director of Engineering Services

817-276-4238



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$77,060 AND APPROVAL OF A CONTRACT FOR DESIGN SERVICES WITH SPIARS ENGINEERING AND SURVEYING FOR THE HARVEST POINT PUBLIC INFRASTRUCTURE OPINION OF PROBABLE CONSTRUCTION COST AND SANITARY SEWER ANALYSIS (TIRZ #4)**

**WHEREAS**, the City Council recognizes the need to proceed forward with the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis for the benefit of the citizens of the City of Mansfield; and,

**WHEREAS**, the City Staff has reviewed the proposal for the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis; and,

**WHEREAS**, the City Council has received the recommendation of Staff to contract with Spiars Engineering and Surveying for design services; and,

**WHEREAS**, it is necessary to authorize and secure funds from the TIRZ #4.

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

**SECTION 1.**

Funding is hereby authorized in the amount of Seventy-Seven Thousand Sixty and No/100 Dollars (\$77,060) to complete the opinion of probable construction cost and sanitary sewer analysis.

**SECTION 2.**

The City Manager or his designee is hereby authorized and directed to execute necessary contracts to complete the opinion of probable construction cost and sanitary sewer analysis with Spiars Engineering and Surveying for design services for an amount not to exceed Seventy-Seven Thousand Sixty and No/100 Dollars (\$77,060).

**SECTION 3.**

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

**PASSED AND APPROVED ON THIS THE 22<sup>ND</sup> DAY OF MAY 2023.**

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**Michael Evans, Mayor**

Resolution No. \_\_\_\_\_

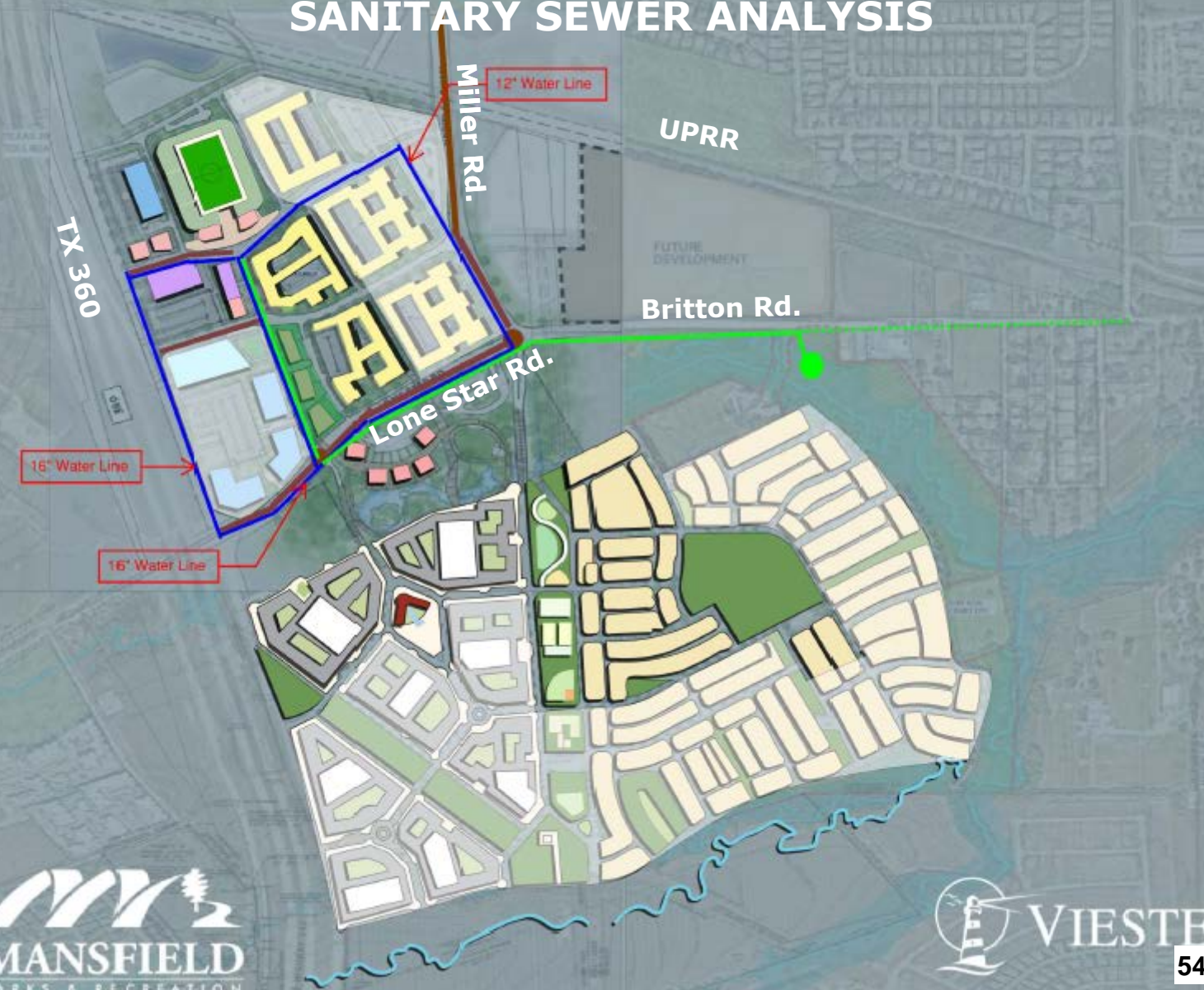
23-5374

Page 2 of 2

**ATTEST:**

\_\_\_\_\_  
**Susana Marin**, City Secretary

# HARVEST POINT PUBLIC INFRASTRUCTURE OPCC AND SANITARY SEWER ANALYSIS





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5368

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

### Title

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meeting of June 26, 2023 to June 5, 2023

### Requested Action

Consider the suspension of the Procedural Rules of Council as set out in Section 1.02 "General Rules", J "Suspension of Rules" and reschedule the regular scheduled Council meeting of June 26, 2023 to June 5, 2023 .

### Recommendation

Suspend the Procedural Rules of Council and reschedule the June 26, 2023 regular scheduled meeting to June 5, 2023.

### Description/History

Suspending the rules to reschedule the meeting will allow for members of Council to attend previously scheduled commitments.

### Justification

N/A

### Funding Source

N/A

### Prepared By

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

performance of the City Manager and to ensure effective communication and goal orientation. The evaluation will occur under the process set forth in Attachment A to these rules which is entitled "City Manager Evaluation". The attachment may be periodically modified, amended or updated by City Council action. In order to further foster the relationship between the City Council and the City Manager at each quarterly meeting an update on city owned public/private partnerships will be provided by the City Manager. (Added 8/10/20)

- G. City Attorney: The City Attorney shall attend all meetings of the City Council unless excused, by the City Manager and shall advise the City Council on questions of law and procedures. The City Manager is required to ensure an attorney is present at all City Council meetings.
- H. City Secretary: The City Secretary (or in City Secretary's absence the Assistant City Secretary) shall attend all meetings of the City Council unless excused, by the City Manager who will ensure a person is appointed to take minutes and administer the role of the City Secretary) and shall keep the official minutes.
- I. Rules of Order: Unless in conflict with these rules, the latest version, Robert's Rules of Order Revised shall govern the proceedings of the City Council in all cases.
- J. Suspension of Rules: Any provision of these rules not governed by the City Charter or State law may be temporarily suspended by a majority vote (four) of all members of the City Council. The vote on any such suspension shall be taken and entered upon the records. If there is an objection to suspending the rules, a vote is required to proceed.
- K. Amendments to Rules: These rules may be permanently amended, or new rules may be adopted by a majority vote (four) of all members of the City Council. Any such amendments shall be adopted and recorded by resolution.

### **Section 1.03 Meetings**

- A. Regular Meetings: The City Council shall meet regularly on the second and fourth Monday of each month. The regular meetings of the City Council shall be held in the Council Chambers of the City Hall unless otherwise established by City Council. (Amended 06-09-08)
- B. Special Meetings: Special meetings may be held on the call of the Mayor or four (4) City Council Members with no less than seventy-two (72) hours notice to each City Council Member. Emergency meetings may be called by the Mayor or Mayor Pro Tem in the Mayor's absence, or four (4) members, after notice has been posted two (2) hours. All meetings shall be open to the public and public notice shall be given in compliance with Chapter 551, Texas Government Code.
- C. Recessed Meetings: Any meeting of the City Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular scheduled meeting.
- D. Work Sessions: Work sessions may be held on the call of the Mayor or four (4) City Council Members with no less than seventy-two (72) hours notice to each City Council Member. The purpose is to research, analyze, and review any matter which requires special information





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5375

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

Title

Minutes - Approval of the May 8, 2023 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 May 8, 2023 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

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Monday, May 8, 2023

3:00 PM

Council Chambers

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#### REGULAR MEETING

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

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

*Council Member Leyman was absent due to his resignation.*

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

**N/A's** 1 - Mike Leyman

#### PROCLAMATIONS

[23-5328](#)

National Police Week

*Mayor Evans read and presented the proclamation to the Mansfield Police Department.*

[23-5329](#)

National Correctional Officers and Employees Week

*Mayor Evans read and presented the proclamation to the Mansfield Police Department.*

#### RECOGNITION

High School Interns

*Mayor Evans and Assistant to the City Manager Faith Morse recognized the various high school students who completed their internships with the City.*

#### WORK SESSION

Discussion Regarding Financial Reports

*Deputy City Manager Troy Lestina and Director of Finance Latifia Coleman spoke on City Charter and Public Funds Investment Act requirements regarding financial reports and the revised format of the financial reports submitted on a monthly basis to the City Council. The City Council provided feedback and directed staff to post the Monthly Financial Reports to the website.*

#### Discussion Regarding Changes to the Provisions for Accessory Dwelling Units

*Executive Director of Planning and Development Services Jason Alexander spoke on the proposed revisions to the accessory dwelling unit language focusing on the three key areas of definitions, special exceptions, and special conditions within the city's zoning ordinance. Jason also spoke on current proposed legislation being considered by the Texas House and Senate regarding accessory dwelling units. Jason, City Manager Joe Smolinski, and City Attorney Bradley Anderle answered Council questions. The City Council expressed their concerns regarding accessory dwelling units.*

#### Discussion Regarding a Comprehensive Economic Development Policy

*Executive Director of Economic Development Jason Moore presented the structure and framework of an Economic Development Incentive Policy and solicited feedback from Council on the presented material. Jason spoke on who to incentivize, targeted locations, the incentives to be considered, and ways to incentivize.*

#### Discussion Regarding June 2023 Council Meetings

*The City Council gave direction to staff to place an item on the next meeting agenda to suspend the procedural rules of Council to change the June City Council meeting date of June 26, 2023 to June 5, 2023.*

#### Discussion Regarding the May 8, 2023 Consent Agenda Items

*Director of Engineering Services Raymond Coffman spoke and answered questions on agenda item 23-5338. Assistant Director of Public Works - Transportation David Boski spoke and answered questions on agenda item 23-5336.*

#### **RECESS INTO EXECUTIVE SESSION**

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:18 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:39 p.m. Mayor Evans recessed executive session at 6:12 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. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-325719-21

Seek Advice of City Attorney Regarding Commemorative Lighting Request

Seek Advice of City Attorney Regarding Vexatious Requestors Ordinance Implications

Seek Advice of City Attorney Regarding Certain Zoning Standards

Seek Advice of City Attorney Regarding Franchise Agreements

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 #22-23

Economic Development Project #23-02

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

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

*Mayor Evans reconvened the meeting into regular business session at 6:21 p.m.*

**NEW BUSINESS**

**[23-5346](#)**

Ordinance - First and Final Reading on an Ordinance Approving, Abandoning and Vacating Certain Portions of a 30 foot Easement for Railroad Spur on Property Owned by the City of Mansfield and Identified as Lot 1, Blk 50, Hillcrest Addition, Ninth Installment, in the City of Mansfield, Tarrant County, Texas; Declaring that such Easement Is Unnecessary for use by the Public; Authorizing this Ordinance to be Filed in the Official Public Deed Records of Tarrant County, Texas; Providing a Severability Clause; and Providing for an Effective Date

*Jason Moore presented the item.*

**A motion was made by Council Member Lewis to approve the first and final reading of the following ordinance:**

**AN ORDINANCE ABANDONING AND VACATING CERTAIN PORTIONS OF A 30 FOOT EASEMENT FOR RAILROAD SPUR ON PROPERTY OWNED BY THE CITY**

OF MANSFIELD AND IDENTIFIED AS LOT 1, BLK 50, HILLCREST ADDITION, NINTH INSTALLMENT, IN THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS; DECLARING THAT SUCH EASEMENT IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THIS ORDINANCE TO BE FILED IN THE OFFICIAL PUBLIC DEED RECORDS OF TARRANT COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR 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

**Abstain:** 0

Enactment No: OR-2302-23

[23-5342](#)

Review and Consideration of a Request to Approve Modifications to the Trike Investors Planned Development (PD) District and Development Plan; Winstead PC, Applicant, Lonestar Striker, LLC, Owner (ZC#17-009A)

*Jason Alexander presented the item and answered Council questions. Applicant Tommy Mann gave a presentation and answered Council questions.*

**A motion was made by Council Member Short to remand this item to the Planning and Zoning Commission for further review. 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

**Abstain:** 0

[23-5345](#)

Resolution - A Resolution by the City Council of the City of Mansfield, Texas Affirming the Casting of Votes for Candidates to Serve on the Board of Directors for the Tarrant Appraisal District for the Calendar Years 2022 and 2023

**A motion was made by Council Member Lewis to approve the following resolution and give all votes to Vince Puente, Sr.:**

**A RESOLUTION BY THE CITY OF MANSFIELD, TEXAS, AFFIRMING THE CASTING OF VOTES IN THE 2022-2023 ELECTION OF THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF TARRANT COUNTY, TEXAS**

(Resolution 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

**Abstain:** 0

Enactment No: RE-4017-23

## **OLD BUSINESS**

### **[22-4885](#)**

Ordinance - Consideration 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)

*Jason Alexander presented the item and answered Council questions. Bradley Anderle answered Council questions.*

**A motion was made by Council Member Lewis to authorize the Housing Market Growth Strategy Sub-Committee on behalf of the City Council to prepare recommendations to take to the Texas Legislature regarding legislative priorities. 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

**Abstain:** 0

## **TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

*There was no action taken.*

## **CONSENT AGENDA**

### **[23-5319](#)**

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive and Expend Grant Funding From the Texas Department of Motor Vehicle Crime Prevention Authority to Continue a Multi-Agency Task Force

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

**A RESOLUTION AUTHORIZING THE CHIEF OF POLICE AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE TEXAS DEPARTMENT OF MOTOR VEHICLES MOTOR VEHICLE CRIME PREVENTION AUTHORITY TO CONTINUE A MULTI-AGENCY TASK FORCE**

**(Resolution 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

**Abstain:** 0

Enactment No: RE-4013-23

[23-5334](#)

Resolution - A Resolution Authorizing the Purchase of Property Located at 620 W. Broad Street for the Walnut Creek Linear Park Trail System

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 620 W. BROAD STREET FOR THE WALNUT CREEK LINEAR PARK TRAIL SYSTEM**

**(Resolution 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

**Abstain:** 0

Enactment No: RE-4014-23

[23-5336](#)

Resolution - A Resolution Supporting the City of Mansfield's Application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Asides (TA) Call for Projects

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

**A RESOLUTION SUPPORTING "THE CITY OF MANSFIELD'S" APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS**

**(Resolution 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

**Abstain:** 0

Enactment No: RE-4015-23

[23-5338](#)

Resolution - A Resolution to Establish a Date for the Public Hearing to Consider the Proposed Amendment and Imposition of Updated Roadway Impact Fees

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ESTABLISHING A DATE FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED AMENDMENT AND IMPOSITION OF UPDATED ROADWAY IMPACT FEES; AND PROVIDING FOR AN EFFECTIVE DATE**

**(Resolution 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

**Abstain:** 0

Enactment No: RE-4016-23

[23-5339](#)

Minutes - Approval of the April 24, 2023 Regular City Council Meeting Minutes

**A motion was made by Council Member Broseh to approve the minutes of the April 24, 2023 Regular City Council 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

**Abstain:** 0

**END OF CONSENT AGENDA**

**SUB-COMMITTEE REPORTS**

[23-5310](#)

Minutes - Approval of the April 10, 2023 TIF Reinvestment Zone #1 Board Meeting Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Bounds, Tonore, and Evans)

*Council Member Broseh gave a report of the meeting.*

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the April 10, 2023 TIF Reinvestment Zone #1 Board Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:**



**Aye:** 4 - Larry Broseh; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 2 - Julie Short and Casey Lewis

Mayor Evans recessed the meeting at 6:57 p.m. and reconvened the meeting at 7:01 p.m.

### **INVOCATION**

*Pastor Jim Hampton with Creekwood Church gave the Invocation.*

### **PLEDGE OF ALLEGIANCE**

*Council Member Short 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 Bounds led the Texas Pledge.*

### **RECOGNITION**

Ben Barber Innovation Academy Students: Drew Lindsey and Johnny Wells

*Mayor Evans recognized students Drew Lindsey and Johnny Wells, along with their teacher Ryan Tuomey, for their second place win in C-SPAN's annual student documentary competition.*

### **CITIZEN COMMENTS**

*Tim Milligan, 1035 Cypress Point - Mr. Milligan spoke on the recently held veterans benefits seminar and the voting process.*

*Don Lautner, 18004 Fox Hollow - Mr. Lautner spoke on agenda item 22-4885 regarding accessory dwelling units.*

### **COUNCIL ANNOUNCEMENTS**

*Council Member Short spoke on the veterans benefits seminar.*

*Mayor Pro Tem Tonore spoke on the May 6, 2023 election turnout and thanked citizens for allowing him to serve on the City Council for another three years.*

*Council Member Broseh thanked citizens for allowing him to serve on the City Council for another three years.*

*Mayor Evans spoke on the veterans benefits seminar, Heritage Preservation Month events, the National Day of Prayer, the Allen, Texas community, and thanked voters for approving the ballot propositions.*

## **STAFF COMMENTS**

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

Current/Future Agenda Items

### **Financial Services Department Report**

[23-5340](#)

Presentation of the Monthly Financial Report for the Period Ending March 31, 2023

*Staff was available for questions.*

## **PUBLIC HEARING**

[23-5335](#)

Ordinance - Public Hearing and First and Final Reading on an Ordinance of the City Council of the City of Mansfield, Texas, Amending the Boundaries of Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas; Approving an Amended and Restated Final Project and Finance Plan for Tax Increment Financing Reinvestment Zone Number One, City of Mansfield, Texas; Making Certain Findings; Providing a Severability Clause; and Providing for an Immediate Effective Date

*Assistant City Manager Matt Jones presented the item and answered Council questions.*

*Mayor Evans opened the public hearing at 7:27 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:28 p.m.*

**A motion was made by Council Member Lewis to approve the first and final reading of the following ordinance:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE BOUNDARIES OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF MANSFIELD, TEXAS; APPROVING AN AMENDED AND RESTATED FINAL PROJECT AND FINANCE PLAN FOR TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF MANSFIELD, TEXAS; MAKING CERTAIN FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE 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

**Abstain:** 0

Enactment No: OR-2300-23

[23-5344](#)

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

*Jason Moore presented the item and answered Council questions.*

*Mayor Evans opened the public hearing at 7:30 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:30 p.m.*

**A motion was made by Council Member Short to approve the first and final reading of the following ordinance:**

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

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2301-23

[23-5341](#)

Public Hearing and Consideration of a Specific Use Permit for the Storage of Recreational Vehicles on Approximately 6.009 Acres Being Lot 1, Block 1, Guzman Addition, According to the Plat Recorded in Instrument No. D212042307 Located at 845 S. Holland Road; Eagle Storage Holland Rd LLC, Owner; HCE, Inc., Applicant (SUP#23-001)

*Jason Alexander presented the item and answered Council questions. Applicant David Miank answered Council questions.*

*Mayor Evans opened the public hearing at 7:41 p.m. With no one wishing to speak,*

*Mayor Evans closed the public hearing at 7:41 p.m.*

*Mayor Pro Tem Tonore stated he is abstaining from the vote on this item as he owns a business similar to the one which submitted this item for consideration.*

**A motion was made by Council Member Lewis to approve the specific use permit subject to no exterior storage of vehicles of any type. Seconded by Council Member Broseh. The motion CARRIED by the following vote:**

**Aye:** 5 - Larry Broseh; Julie Short; Casey Lewis; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 1 - Todd Tonore

**ADJOURN**

\_\_\_\_\_  
ATTEST: Michael Evans, Mayor

\_\_\_\_\_  
Susana Marin, City Secretary



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5382

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

Title

Minutes - Approval of the May 16, 2023 Special 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 May 16, 2023 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

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Tuesday, May 16, 2023

8:00 AM

Council Chambers

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#### SPECIAL MEETING

#### 8:00 A.M. - CALL MEETING TO ORDER

*Mayor Evans called the meeting to order at 8:00 p.m.*

*Council Member Leyman was absent due to his resignation.*

**Absent** 3 - Larry Broseh; Casey Lewis and Todd Tonore

**Present** 3 - Julie Short; Michael Evans and Tamera Bounds

**N/A's** 1 - Mike Leyman

#### INVOCATION

*Council Member Short gave the Invocation.*

#### PLEDGE OF ALLEGIANCE

#### TEXAS PLEDGE

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

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### COUNCIL ANNOUNCEMENTS

*Council Member Bounds commented on Mother's Day.*

*There were no other Council announcements.*

#### STAFF COMMENTS

#### City Manager Report or Authorized Representative

Current/Future Agenda Items

*There were no staff comments.*

## **NEW BUSINESS**

### **23-5365**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Canvassing Returns and Declaring the Results of the General and Special Elections Held in the City of Mansfield, Texas May 6, 2023

*City Secretary Susana Marin presented the official results of the May 6, 2023 General and Special Elections.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, CANVASSING THE RETURNS OF THE GENERAL ELECTION HELD IN THE CITY OF MANSFIELD, TEXAS ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER, PLACE 6; AND A COUNCIL MEMBER, PLACE 7; AND CANVASSING THE RETURNS OF THE SPECIAL ELECTIONS HELD FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER, PLACE 3 AND DECLARING THAT THE SALES AND USE TAX PROPOSITIONS ARE APPROVED; AND PROVIDING AN EFFECTIVE DATE**

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

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

**Aye:** 3 - Julie Short;Michael Evans and Tamera Bounds

**Nay:** 0

**Absent:** 3 - Larry Broseh;Casey Lewis and Todd Tonore

**Abstain:** 0

Enactment No: RE-4018-23

## **ADJOURN**

**A motion was made by Council Member Short to adjourn the meeting at 8:06 a.m. Seconded by Council Member Bounds. The motion CARRIED by the following vote:**

**Aye:** 3 - Julie Short;Michael Evans and Tamera Bounds

**Nay:** 0

**Absent:** 3 - Larry Broseh;Casey Lewis and Todd Tonore

**Abstain:** 0

\_\_\_\_\_  
ATTEST: Michael Evans, Mayor

\_\_\_\_\_  
Susana Marin, City Secretary





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5380

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 18.59 Acres in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas Located at 2441 Heritage Parkway; City of Mansfield, Applicant (ZC#23-011)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission met on May 1, 2023, and voted 7 to 0 to recommend approval.

**Aye:** 7 - Blake Axen, Jennifer Thompson, Brandon Shaw, David Goodwin, Michael Mainer, Michael Bennett, and Patrick Moses

**Nay:** 0

**Abstain:** 0

The Department of Planning and Development Services recommends approval.

**Description/History**

*Existing Use:* Vacant

*Existing Zoning:* PD, Planned Development District

*Land Use Plan:* Sub-Area 7

*Surrounding Land Use & Zoning:*

North - Warehouse, PD, Planned Development District

South - Vacant, PD, Planned Development District

East - Vacant, PD, Planned Development District

West - Warehouse, PD, Planned Development District

*Thoroughfare Plan Specification:*

Regency Parkway - 4-lane undivided major collector

Heritage Parkway - 6-lane divided principal arterial

**Synopsis**

The City of Mansfield is initiating a zoning change on an 18.59-acre property owned by the Mansfield Economic Development Corporation (MEDC) and the City of Mansfield from the PD, Planned Development District to the S, South Mansfield Form-based Development District to accommodate mixed-use development.

### **Staff Analysis**

The primary intent of the recently adopted S, South Mansfield Form-based Development District, is to enable and to encourage a development pattern that is compact, mixed-use, walkable, and sustainable. To that end, the S, South Mansfield Form-based Development District is structured using the principles and practices of the rural-to-urban transect that, as used in this zoning district, create predictable urbanism by regulating building form and design.

The subject property consists of approximately 18.59 acres. As proposed, the property will be developed for multi-family residential and office, retail, and other related commercial uses. It is expected that the design of the site and the arrangement of buildings will create a mixed-use destination that is focused on distinct architecture and complementary amenities.

Because the property is greater than two (2) acres in area, a special land assemblage plan and a development agreement will be required. The special land assemblage plan ensures that the property is appropriately master-planned to produce a development that is pedestrian-oriented, mixed-use, and attractive and is approved administratively by the Department of Planning and Development Services. The development agreement must be approved by the City Council, and it will reinforce a pattern of development that is mixed-use and will achieve the community's vision for sustainable growth.

The S, South Mansfield Form-based Development District relies extensively on transect zones and special districts to establish the allowable uses and building design standards. The transect zone that directs this proposed development must be shown on the required special land assemblage plan.

New development on the property (and any future renovation or redevelopment) must comply with the urban design and landscaping standards of the S, South Mansfield Form-based Development District. These urban design and landscaping standards will inform the required submittal of a special land assemblage plan as well as site plans and building plans.

A site plan and building plan is required prior to plat approval or the issuance of a building permit, as provided for in Section 155.111 of the Mansfield Code of Ordinances.

### **Summary**

The S, South Mansfield Form-based Development District provides a specific set of form-based development standards that enables and encourages a creative development that is mixed-use, connected, walkable and visually harmonious. The possible introduction of residential options and employment opportunities has the potential to create a dynamic locus of activity in the Innovation District along Heritage Parkway. As such, the presence

of civic and passive spaces with public art and other amenities are highly encouraged.

**Prepared By**

Art Wright, AICP  
Principal Planner  
817-276-4226

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 “ZONING” OF THE CODE OF ORDINANCES, CITY OF MANSFIELD, TEXAS, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY 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**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Chapter 155 “Zoning” of the Code of Ordinances and Map should be amended.

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

**SECTION 1.**

That Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of S, South Mansfield Form-Based Development District; said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.**

That the locations of all Transect zones on the property shall be established on the special land assemblage plan required under Section 155.073 of the Code of Ordinances, City of Mansfield, Texas.

**SECTION 3.**

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

**SECTION 4.**

That the above-described property shall be used only in the manner and for the purposes provided for in the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas of the City, as amended herein by the granting of this zoning classification.

**SECTION 5.**

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas as a whole.

**SECTION 6.**

Any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.**

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

**FIRST READING APPROVED ON THE 22<sup>ND</sup> DAY OF MAY, 2023.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 5<sup>TH</sup> DAY OF JUNE, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**Bradley Anderle**, City Attorney





Subject Property

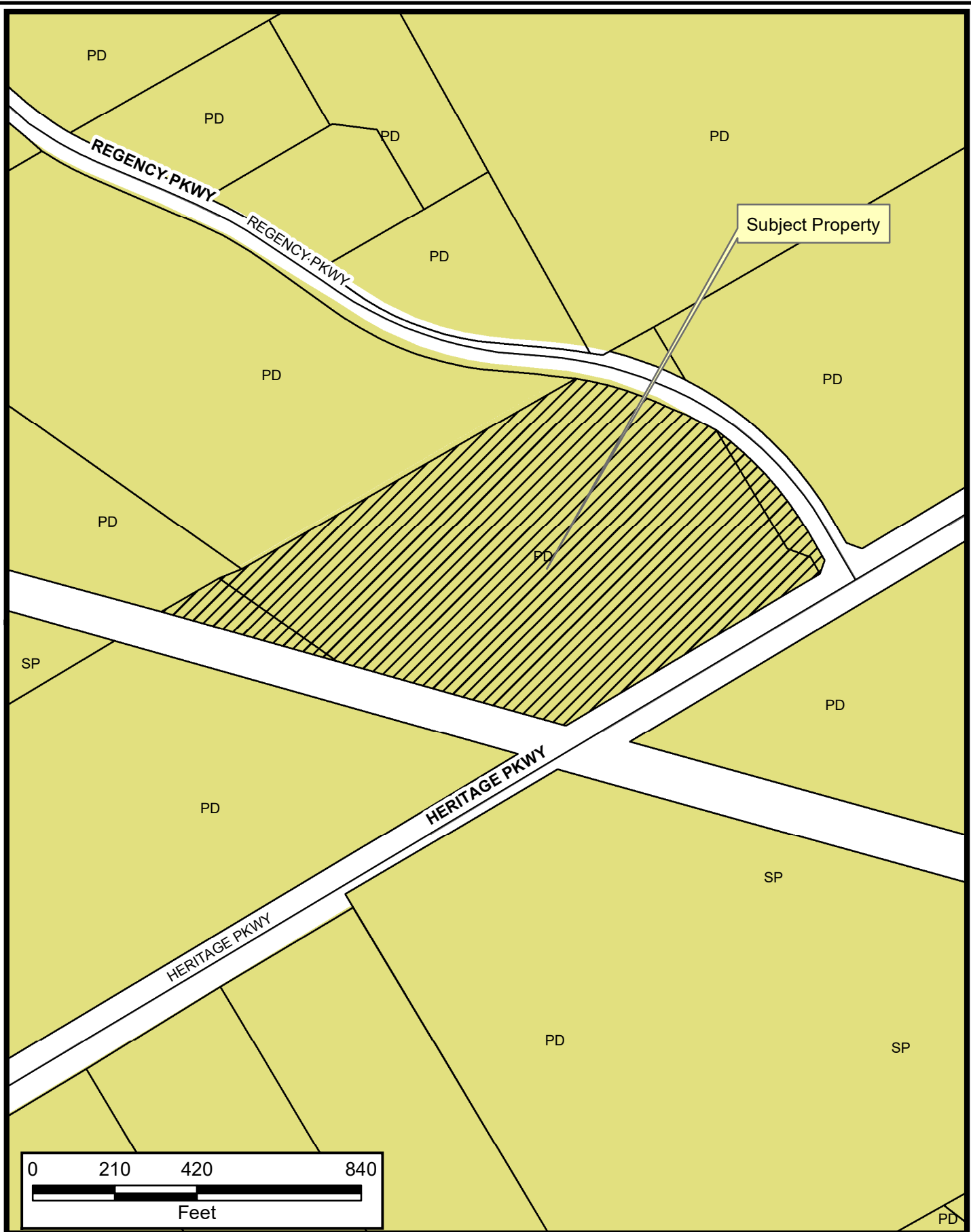


**ZC#23-011**

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

4/20/2023





**ZC#23-011**

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4/20/2023



## Property Owner Notification for ZC#23-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
75 REGENCY ADDITION	BLK 1	SUB-Q LLC	2842 SONTERRA	CEDAR HILL, TX	75104
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN	20 WOODLAND CT	MANSFIELD, TX	76063-9711
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEV CORP	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN C	20 WOODLAND CT	MANSFIELD, TX	76063-6033
GREGG, MILTON SURVEY	A 555	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN	20 WOODLAND CT	MANSFIELD, TX	76063-9711
HERITAGE BUSINESS PARK-MANSFLD	BLK 1	RMS HOLDINGS V LLC	1275 QUARRY ST	CORONA, CA	92879
MCANEAR, ELIZABETH SURVEY	A 1005	HORNING-LOCKWOOD, STEPHEN C	20 WOODLAND CT	MANSFIELD, TX	76063-6033
MCANEAR, ELIZABETH SURVEY	A 1005	TOTAL E&P USA REAL ESTATE LLC	PO BOX 17180	FORT WORTH, TX	76102
MCANEAR, ELIZABETH SURVEY	A 1005	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
MCANEAR, ELIZABETH SURVEY	A 1005	CRP/AI MANSFIELD OWNER LP	820 GESSNER RD STE 1000	HOUSTON, TX	77024

**EXHIBIT A**  
**Legal Description**

Tract 1

BEGINNING at an iron rod marked & set in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South boundary line of a tract of land conveyed to Mansfield Trinity Development, L.P., by the deed recorded in County Clerk's File No. D206053443, of the Deed Records of Tarrant County, Texas, and said POINT OF BEGINNING lying in the West right-of-way line of Regency Parkway;

THENCE along the West right-of-way line of Regency Parkway, as follows:

1. SOUTHEASTERLY 735.67 feet, along a curve to the right, having a radius of 844.00 feet, a central angle of 49°56'29", and a chord bearing S 55°21'31" E 712.60 feet, to an iron rod marked & set at the end of said curve;
2. S 30°23'16"E 86.82 feet, to a ½" iron rod marked "Brittain & Crawford" set;
3. S 28°15'18"W 29.20 feet, to an "X" cut in concrete set at the intersection of the West right-of-way line of Regency Parkway and the North right-of-way line of Heritage Parkway;

THENCE S59°06'31"W 750.54 feet, to an iron rod marked "Brittain & Crawford" set at the intersection of the South right-of-way line of aforesaid Heritage Parkway and the Northeast line of Union Pacific Railroad;

THENCE N74°47'36" 616.67 feet, along the Northeast right-of-way line of the Union Pacific Railroad and the Southwest boundary line of aforesaid Stephen Clare Horning-Lockwood Tract, to a ½" iron rod marked "Brittain & Crawford" set at the South corner of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D213176340, of the Deed Records of Tarrant County, Texas;

THENCE N54°52'08"W 356.90 feet, along the East boundary line of said City of Mansfield Tract, to a ½" iron rod marked "Brittain & Crawford" set at the Northeast corner of said Mansfield Tract, lying in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South line of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D207146896, of the Deed Records of Tarrant County, Texas;

THENCE N59°46'42"E 71.74 feet, along the South boundary line of said City of Mansfield Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to a ½" iron rod found at the Southeast corner of said City of Mansfield Tract and the Southwest corner of the aforesaid tract of land conveyed to Mansfield Trinity Development, L.P.;

THENCE N60°13'42"E 982.34 feet, along the South boundary line of said Mansfield Trinity Development, L.P. Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to the POINT OF BEGINNING containing 17.951 acres (781,945 square feet) of land.

Tract 2

BEING 0.636 acre of land located in the MIL TON GREGG SURVEY, ABSTRACT NO. 555, Mansfield, Tarrant County, Texas, and being a portion of the tract of land conveyed to Stephen Clare Horning-Lockwood by the deed recorded in Volume 12278, Page 1222 of the Deed Records of Tarrant County, Texas. Said 0.636 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod marked "Brittain & Crawford", found at the Northwest corner of said Stephen Clare Horning-Lockwood Tract lying in the Northwest line of aforesaid MILTON GREGG SURVEY and the Southeast line of the E. MCANEAR SURVEY, ABSTRACT NO. 1005, Mansfield, Tarrant County, Texas. Said POINT OF BEGINNING also lying in the Northeast right-of-way line of Union Pacific Railroad (a 100-foot wide right-of-way).

THENCE N 59°46' 42" E 170.73 feet, along the Northwest boundary line of said Stephen Clare Horning-Lockwood Tract and the Northwest boundary line of the MILTON GREGG SURVEY to a ½" iron rod marked "Brittain & Crawford", set lying in the Southwest line of 130-foot right-of-way easement to Tarrant County Water Control and Improvement District No. 1 by the deed recorded in Volume 3796, Page 47 of the Deed Records of Tarrant County, Texas;

THENCE S 54°52' 08" E 356.90 feet, along the Southwest line of said Tarrant County Water Control and Improvement District No. 1 Easement severing said Stephen Clare Horning-Lockwood Tract to a ½" iron rod marked "Brittain & Crawford", set in the Southwest boundary line of said Stephen Clare Horning-Lockwood Tract and the Northeast right-of-way of Union Pacific Railroad;

THENCE N 74°47' 36" W 455.36 feet, along the South west boundary line of said Stephen Clare Horning-Lockwood Tract and the Northeast right-of-way line of said Union Pacific Railroad to the POINT OF BEGINNING containing 0.636 acre (27,691 square feet) of land.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 23-5369

**Agenda Date:** 5/22/2023

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Amendment to the Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems TX; Authorizing the City Manager, or his designee, and MEDC President to Execute Said Amendment; and Providing an Effective Date

**Requested Action**

Consider Approval of the Amendment to the Economic Development Agreement with Crystal Window and Door Systems TX

**Recommendation**

Approval of the Amendment to the Economic Development Agreement with Crystal Window and Door Systems TX

**Description/History**

City Council approved an Economic Development Agreement with Crystal Window and Door Systems TX on March 6, 2023 during their regular City Council meeting. Since that approval, the Company has been working on due diligence items with staff. One of those items relates to their potential acquisition of adjacent property with private property owners. As such, the building can be shifted and enlarged to accommodate the larger site, and thus Reinvestment Zone #46, that Council created in December 2022, is not sufficient to cover all of their proposed development. At their May 8, 2023 City Council meeting, Reinvestment Zone #47 was created to ensure the entire proposed development would be located within a reinvestment zone for tax abatement purposes.

**Justification**

The purpose of this amendment is to account for the additional reinvestment zone as it relates to the tax abatement portion of the agreement.

**Funding Source**

General Fund and Type A

**Prepared By**

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

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

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, AND MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has been presented a proposed Amendment to the Economic Development Agreement between the City of Mansfield, the Mansfield Economic Development Corporation (“MEDC”), and Crystal Window and Door Systems TX, LTD., a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and,

**WHEREAS**, upon full review and consideration of the Amendment to the Economic Development Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the agreement should be approved, and the City Manager, or his designee and the MEDC President shall be authorized to execute on behalf of the City and MEDC.

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

**SECTION 1.**

The Amendment to the Economic Development Agreement attached hereto as Exhibit “A” is found to be in the best interest of the City of Mansfield and its citizens and is approved.

**SECTION 2.**

The City Manager, or his designee, of the City of Mansfield and the President of the MEDC are hereby authorized to execute the Amendment to the Economic Development Agreement.

**SECTION 3.**

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

**PASSED AND APPROVED ON THIS THE 22<sup>ND</sup> DAY OF MAY, 2023.**

\_\_\_\_\_  
**Michael Evans, Mayor**

Resolution No. \_\_\_\_\_

23-5369

Page 2 of 2

**ATTEST:**

\_\_\_\_\_  
**Susana Marin**, City Secretary

**AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT  
CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD.**

This Amendment to Economic Development Agreement (“Amendment”) is entered into by and between the **CITY OF MANSFIELD, TEXAS** (“City”), the **MANSFIELD ECONOMIC DEVELOPMENT CORPORATION** (“MEDC”), a nonprofit corporation organized under Title 12, Subtitle C(1) of the Texas Local Government Code, and **CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD.**, a Texas corporation (“Company”). The City, MEDC, and Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, on March 20<sup>th</sup>, 2023, the Parties entered into that Economic Development Agreement (“Agreement”) pursuant to Texas Local Gov’t Code Ch. 380, which included provisions, terms, and conditions for a tax abatement agreement among the Parties with respect to Tax Abatement Reinvestment Zone 46 (“Zone 46”) pursuant to Texas Tax Code Ch. 312; and

**WHEREAS**, City has previously elected to become eligible to participate in tax abatement agreements and adopted and reaffirmed tax abatement guidelines and criteria, in accordance with Texas Tax Code Sec. 312.002 (the “City’s Tax Abatement Guidelines and Criteria”); and

**WHEREAS**, the City’s Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City, as contemplated by Texas Tax Code Ch. 312, as amended; and

**WHEREAS**, on May 8, 2023, the City Council of the City of Mansfield, Texas, adopted Ordinance No. 2301-23 establishing Tax Abatement Reinvestment Zone 47 (“Zone 47”) in the City of Mansfield, Texas, for commercial-industrial tax abatement, as authorized by Texas Tax Code Ch. 312; and

**WHEREAS**, in addition to the purchase and improvement of real property in Zone 46, which is identified in the Agreement, Company intends to purchase from a third party and improve approximately seven (7) acres of land located in Zone 47, as more particularly described on the attached **Exhibit “A-1”**, and seeks to receive the same economic development incentives from the City and MEDC for Zone 47 as those for Zone 46, including tax abatement and other benefits set forth in the Agreement for Zone 46; and

**WHEREAS**, the abatement of real and tangible personal property taxes within Zone 47 will maintain and enhance the economic and employment base of the City, thereby benefiting the City, in accordance with the Tax Abatement Guidelines and Criteria and Texas Tax Code Ch. 312; and

**WHEREAS**, the City Council of the City of Mansfield, Texas, finds that the contemplated use of the real property in Zone 47 and the improvements to the real property in Zone 47 as set forth in this Amendment and the Agreement are consistent with encouraging continued



reinvestment within Zone 47 in the City of Mansfield, Texas, in accordance with the purposes for their creation, and are in compliance with the City's Tax Abatement Guidelines and Criteria, and Texas Tax Code Ch. 312; and

**WHEREAS**, Company acknowledges and agrees that the tax abatements granted by the Agreement and this Amendment are contingent upon Company's compliance with the terms and conditions of the Agreement and this Amendment.

**NOW, THEREFORE**, in consideration of the recitals, mutual promises, and covenants herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby certify, acknowledge and agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meaning given to those terms in the Agreement.

2. Amendments to the Agreement. The parties agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:

a. The recitals and findings in this Amendment relating to Zone 47 shall be incorporated into and made a part of the Agreement as if fully set forth in the Agreement.

b. References to the word "Zone" include both Zone 46 and Zone 47, except as otherwise expressly provided or unless the context otherwise requires.

c. The Parties hereby agree and acknowledge that the Company currently desires, but is not obligated under the Agreement or this Amendment, to acquire the real property in Zone 47. In Article 1 "Definitions," the definition of "Real Property" shall be deleted in its entirety and replaced with the following:

"Real Property" shall collectively mean: (i) the approximate forty-four (44) acres of land as more particularly described on the attached **Exhibit "A"** (the "Zone 46 Property"), and (ii) to the extent Company acquires the real property in Zone 47, the approximate seven (7) acres of land as more particularly described on the attached **Exhibit "A-1"** (the "Zone 47 Property").

d. In Article 1 "Definitions," the definition of "Closing" or "Closing Date" shall be deleted in its entirety and replaced with the following:

"Closing" or "Closing Date" means the closing of the real estate transaction between the City and Company by which City will convey the Zone 46 Property (as defined below) to Company.

e. The term "Real Property" in the definition of "Contract of Sale" and Sections 7.1(a)(ii) and 7.2(b)(ii) of the Agreement shall be replaced with "the Zone 46 Property."

- f. Section 3.1 shall be deleted in its entirety and replaced with the following:

3.1 Contract of Sale. The Company shall use commercially reasonable efforts to negotiate, finalize, and execute the Contract of Sale within one hundred twenty (120) days of the Effective Date. The City Manager is authorized, after review by the City's attorney, to negotiate, finalize, and execute the Contract of Sale and any exhibits of the Contract of Sale, and is further authorized to execute any documents reasonably requested by the title company to effectuate closing of the transaction. In addition, the City Manager is hereby authorized to approve a reduction in the amount of \$54,285 in the purchase price of the Zone 46 Property in the Contract of Sale due to the encroachment of real property improvements by an abutting property owner and carve out the encroaching portion of the property from the City's conveyance of the Zone 46 Property to the Company.

3. The Parties acknowledge and agree that this Amendment and the Agreement contain all necessary provisions required by Texas Tax Code Ch. 312, for tax abatement agreements relating to Zone 46 and Zone 47, respectively, and the tax abatement agreement provisions in Article 4 and elsewhere in the Agreement contain identical terms, but shall be treated as separate tax abatement agreements meeting the requirements of Texas Tax Code Sec. 312.204 and 312.205, in each respective Zone, as may be required by Texas Tax Code Ch. 312.

4. The Parties acknowledge and agree that notice and consent of the Parties was properly given as required by Texas Tax Code Sec. 312.207 to approve the tax abatement agreement relating to Zone 47.

5. The Parties acknowledge and agree that, to the extent this Amendment modifies the tax abatement agreement relating to Zone 46, notice and consent of the Parties was properly given as required by Texas Tax Code Sec. 312.208.

6. Binding Nature of Amendment. This Amendment constitutes a legal and binding obligation of the Parties, subject to and in accordance with its terms and conditions.

7. Counterpart Execution. This Amendment may be executed in any multiple counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

8. Conflicts. To the extent there are any conflicts between this Amendment and the Agreement, the terms of this Amendment shall govern and control. In all other respects, the terms and conditions of the Agreement remain unchanged and are in full force and effect.

**[Signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date this Amendment is fully executed by the Parties.

**CITY:**

**CITY OF MANSFIELD, TEXAS**

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

Mansfield City Manager, or designee

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

ATTEST:

\_\_\_\_\_  
City Secretary

**MEDC:**

**MANSFIELD ECONOMIC DEVELOPMENT  
CORPORATION**

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

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

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

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

**COMPANY:**

**CRYSTAL WINDOW AND DOOR SYSTEMS TX,  
LTD., a Texas corporation**

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

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

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

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

## **Exhibit "A-1"**

### **Zone 47 Property**

BEING 6.694 acres of land located in the JOHN ROBERTSON SURVEY, Abstract No. 1317, City of Mansfield, Tarrant County, Texas, and being a portion of the tract of land conveyed to 34.5 Acres HWY 287, LLC, by the deed recorded in County Clerk's File No. D217107856, of the Official Public Records of Tarrant County, Texas. Said 6.694 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{5}{8}$ " iron rod found in the Southwest boundary line of said 34.5 Acres HWY 287, LLC Tract, and said POINT OF BEGINNING being the East corner of the WILLIAM C. PRICE SURVEY, Abstract No. 1240, Tarrant County, Texas.

THENCE N 30° 51' 14" W 422.96 feet, along the Northeast boundary line of said Price Survey and the Southwest boundary line of said Robertson Survey, and the most Northerly Southwest boundary line of said 34.5 Acres HWY 287, LLC Tract, to a  $\frac{1}{2}$ " iron rod found in the South right-of-way line of the Union Pacific Railroad right-of-way and the North boundary line of said 34.5 Acres HWY 287, LLC Tract;

THENCE S 74° 36' 41" E 311.29 feet, along the South right-of-way line of said Union Pacific Railroad, to a  $\frac{1}{2}$ " iron rod marked "Brittain & Crawford" set at the centerline of the existing 40 foot wide Old Ocean Fuel Company Easement, recorded in Volume 3408, Page 422 and 423, of the Deed Records of Tarrant County, Texas;

THENCE along the centerline of said Old Ocean Fuel Company Easement, as follows:

1. S 08° 54' 49" W 83.31 feet, to a  $\frac{1}{2}$ " iron rod marked "Brittain & Crawford" set;
2. S 15° 00' 11" E 388.46 feet, to a  $\frac{1}{2}$ " iron rod marked "Brittain & Crawford" set;
3. S 16° 11' 13" E 337.06 feet, to a  $\frac{1}{2}$ " iron rod marked "Brittain & Crawford" set;

THENCE severing said 34.5 Acres HWY 287, LLC Tract, as follows:

1. WESTERLY 93.12 feet, along said curve to the right, having a radius of 430.19 feet, a central angle of 12° 24' 09", and a chord bearing S 89° 02' 57" W 92.94 feet, to a  $\frac{1}{2}$ " iron rod marked "Brittain & Crawford" set at the end of said curve and the beginning of another curve to the left;
2. WESTERLY 122.94 feet, along said curve to the left, having a radius of 350.17 feet, a central angle of 20° 05' 13", and a chord bearing N 89° 24' 46" W 122.31 feet, to a point at the beginning of another curve to the left;
3. SOUTHWESTERLY 131.32 feet, along said curve to the left, having a radius of 368.32 feet, a central angle of 20° 25' 44", and a chord bearing S 70° 20' 38" W 130.63 feet, to a point at the end of said curve;
4. S 58° 18' 08" W 104.62 feet, to a point in the most Westerly Southwest boundary line of said 34.5 Acres HWY 287, LLC Tract;

THENCE N 29° 58' 23" W 429.36 feet, along the most Westerly Southwest boundary line of said 34.5 Acres HWY 287, LLC Tract and the most Westerly Southwest boundary line of the aforesaid John Robertson Survey, to a 2" iron pipe found at the most Westerly corner of said 34.5 Acres HWY 287, LLC Tract, lying in the Southeast boundary line of aforesaid William Price Survey;

THENCE along the most Southerly Northwest boundary line of said 34.5 Acres HWY 287, LLC Tract and the Southeast boundary line of said Price Survey, as follows:

1. N 58° 51' 33" E 277.76 feet, to a  $\frac{5}{8}$ " iron rod found;
2. N 58° 47' 11" E 162.76 feet, to the POINT OF BEGINNING containing 6.694 acres (approximately 291,592 square feet) of land.