



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, March 2, 2020

5:00 PM

Council Chambers

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#### REGULAR MEETING

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

2. **RECESS INTO EXECUTIVE SESSION**

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

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

A1. Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-270155-14

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

B1. Disposition of Property

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**

D1. Economic Development Project #19-02

D2. Economic Development Project #20-02

3. **6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**

4. **7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

**5. INVOCATION****6. PLEDGE OF ALLEGIANCE****7. TEXAS PLEDGE**

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

**8. PROCLAMATION**

[20-3473](#) Mansfield Reads! 2020

**Attachments:** [Mansfield Reads 2020](#)

**9. PRESENTATION**

Presentation to Library Advisory Board

Presentation to Friends of the Library

**10. CITIZEN COMMENTS**

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

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

**11. COUNCIL ANNOUNCEMENTS****12. SUB-COMMITTEE REPORTS**

[20-3468](#) Minutes - Approval of the February 18, 2020 Public Memorials Sub-Committee Meeting Minutes (vote will be only by the members of the sub-committee)

**Presenters:** Shelly Lanners and Susana Marin

**Attachments:** [02-18-20 Public Memorials Sub-Committee Minutes](#)

**13. STAFF COMMENTS**

*In addition to matters specifically listed below, Staff comments may include updates on ongoing or proposed projects and address of posted agenda items.*

**A. City Manager Report or Authorized Representative**

Current/Future Agenda Items

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

*All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff's recommendation.*

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

[19-3395](#)

Ordinance - Third and Final Reading of an Ordinance of the City of Mansfield, Texas, Revising Chapter 111 "Peddlers and Solicitors", of the Code of Ordinances of the City of Mansfield, Texas Providing that this Ordinance Shall be Cumulative of all Ordinances; Providing a Severability Clause; Providing for a Penalty; and Providing for an Effective Date

**Presenters:** Clayton Chandler and Tracy Aaron

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

[Chapter 111 Peddlers and Solicitors \(Current\)](#)

[20-3442](#)

Ordinance - Third and Final Reading of an Ordinance Changing the Speed Limits on the US Hwy 287 Northbound and Southbound Frontage Roads from 40 MPH to 45

**Presenters:** Joe Smolinski and Bart VanAmburgh

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

[Exhibit A](#)

[MAP](#)

[20-3471](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving a Joint Election Agreement Between the City of Mansfield and the Mansfield Independent School District for a Joint Election to be Held on May 2, 2020; Providing for Early Voting and Election Day Procedures

**Presenters:** Shelly Lanners and Susana Marin

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

[Joint Election Agreement](#)

[20-3476](#)

Resolution - A Resolution Approving an Amendment to the Chapter 380

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Economic Development Agreement with M-3 Ranch Development Inc.

**Presenters:** Joe Smolinski

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

[Original M3 Ranch 380 Econ. Dev. Agreement](#)

[20-3470](#)

## Request for Special Event Permit: Volunteer Program Cookout

**Presenters:** Joe Smolinski and Bernadette McCranie

**Attachments:** [Cookout for Volunteers](#)

[20-3474](#)

Minutes - Approval of the February 24, 2020 Regular City Council Meeting  
Minutes

**Presenters:** Shelly Lanners and Susana Marin

**Attachments:** [2-24-20 DRAFT Meeting Minutes](#)

**END OF CONSENT AGENDA**

**16. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the MARCH, 2, 2020 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, FEBRUARY, 27, 2020 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

DATE OF POSTING: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 473-0211 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 20-3473

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:**

**Title**

Mansfield Reads! 2020

**Requested Action**

n/a

**Recommendation**

n/a

**Description/History**

n/a

**Justification**

n/a

**Funding Source**

n/a

**Prepared By**

Belinda Willis, Director Communications & Marketing

**WHEREAS**, the Friends of the Mansfield Public Library is joining with the library to celebrate books with the 17<sup>th</sup> annual “Mansfield Reads!” our own version of the “One City, One Book” program that has been embraced nationwide; and

**WHEREAS**, citizens are being asked to come together and read the same book in hopes of initiating discussions and reconnecting with reading and the books offered at the Mansfield Public Library; and

**WHEREAS**, this year’s selection is the Edgar Allen Poe Award-winning “The Last Child” by New York Times best-selling author John Hart, recipient of the North Carolina Award for Literature and the only author in history to receive the Edgar Award for Best Novel consecutively; and

**WHEREAS**, Mansfield residents are encouraged to read the book and attend the many special events planned during April, including a lecture with the author April 24 at the Legacy High School Performing Arts Center; and

**WHEREAS**, the nationally award-winning Mansfield Reads! program offers the community an opportunity to continue an annual tradition that not only promotes literacy but inspires communication, creativity and cultural exchange among our citizens,

**NOW, THEREFORE**, I, David L. Cook, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim April 2020

### **MANSFIELD READS! MONTH**

in the City of Mansfield and urge all citizens to participate in this event as a celebration of reading and the positive impact literacy has on people’s lives and on our community.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 2<sup>nd</sup> day of March, 2020.



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 20-3468

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council - Public Memorials Sub-Committee

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the February 18, 2020 Public Memorials Sub-Committee Meeting Minutes  
(vote will be only by the members of the sub-committee)

**Requested Action**

Action to be taken by Sub-Committee to approve the minutes.

**Recommendation**

Approval of minutes by the Sub-Committee.

**Description/History**

The minutes of the February 18, 2020 Public Memorials Sub-Committee Meeting are in DRAFT form and will not become effective until approval by the Sub-Committee at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

Holly Owens, Asst. City Secretary  
817-276-4204  
holly.owens@mansfieldtexas.gov



# CITY OF MANSFIELD

1200 E. Broad St.  
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## Meeting Minutes

### City Council - Public Memorials Sub-Committee

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Tuesday, February 18, 2020

4:00 PM

CITY HALL - MULTI-PURPOSE ROOM

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#### CALL TO ORDER

*Chairman Terry Moore called the meeting to order at 4:03 p.m.*

*Staff Present: Deputy City Manager, Shelly Lanners; Assistant City Secretary, Holly Owens*

**Present** 3 - Terry Moore; Larry Broseh and Mike Leyman

#### TOUR VETERAN'S MEMORIAL SITE - Julian Feild Park - 1531 E Broad St.

*The tour of Julian Feild Park was canceled due to weather. The meeting was called to order at City Hall in the Multi-Purpose Room.*

#### CITIZEN COMMENTS

*No Citizen Comments.*

#### DISCUSSION ITEMS

Upcoming efforts regarding Veteran's Memorial

*Sub-Committee Member Weydeck introduced Maritta Sumner. Ms. Sumner agreed to work with the Foundation. Chairman Moore discussed the list of names originally given at the July 29, 2019 meeting and asked for additional names of people to reach out to regarding the Foundation. Sub-Committee Member Leyman suggested reaching out to the Chamber and Rotary. Sub-Committee Member Weydeck asked about placing something on the City website regarding volunteering. Deputy City Manager, Shelly Lanners stated she would look into it since this is not a Council appointed board. Chairman Moore requested Sub-Committee Members to contact the suggested people and see if they are available to attend the next meeting scheduled March 24, 2020 at 4:00 p.m. in the Multi-Purpose Room.*

#### ADJOURNMENT

*Chairman Moore adjourned the meeting at 4:52 p.m.*

\_\_\_\_\_  
ATTEST: Terry Moore, Chairman

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 19-3395

**Agenda Date:** 3/2/2020

**Version:** 3

**Status:** Third and Final Reading

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Third and Final Reading of an Ordinance of the City of Mansfield, Texas, Revising Chapter 111 "Peddlers and Solicitors", of the Code of Ordinances of the City of Mansfield, Texas Providing that this Ordinance Shall be Cumulative of all Ordinances; Providing a Severability Clause; Providing for a Penalty; and Providing for an Effective Date

**Requested Action**

Approval of Ordinance

**Recommendation**

Approval of Ordinance

**Description/History**

The proposed revisions and additions to Chapter 111 "Peddlers and Solicitors" reflects needed changes allowing the City of Mansfield Police Department to better address peddler and solicitation related issues associated with the continued growth of the City of Mansfield.

**Justification**

Continued growth of the City has made the revision of the current Ordinance necessary. If the Ordinance revision is adopted, the Police Department will be better able to address issues related to the overwhelming number of peddlers and solicitors attempting to conduct business within the City of Mansfield.

**Funding Source**

None

**Prepared By**

Tracy L. Aaron, Chief of Police, Mansfield Police Department  
817-804-5782

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 111 “PEDDLERS AND SOLICITORS” OF THE CITY OF MANSFIELD, TEXAS CODE OF ORDINANCES BY; AMMENDING FEES; AMMENDING ISSUANCE OF PERMITS; AMENDING DISPLAY OF PERMIT REQUIREMENTS; ADDING PERMIT EXPIRATION DATES; ADDING PERMIT TIME RESTRICTIONS; AND PROVIDING EXEMPTIONS TO PERMITTING; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS 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 to Article IX, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Mansfield has previously adopted regulations governing Peddlers and Solicitors; and

**WHEREAS**, the City Council has determined that the amendments and additions to the Code of Ordinances as set out herein are in the best interest of the health, safety and general welfare of the citizens of Mansfield and the public.

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

**SECTION 1.**

Section 111.17 “Fee” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be amended by amending the fee the applicant pays to the city to read as follows:

“\$100”

“\$100 shall be charged for each individual agent.”

**SECTION 2.**

Section 111.18 “Issuance of Permit” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be amended by amending subsection (A) to read as follows:

“(A) Within ten days after the applicant has fully complied with the provisions of this chapter, the Police Chief shall issue to the applicant a permit to engage in the activities named in § 111.01. Provided, however, no permit shall be issued to an applicant whose application contains one or more statements or answers which are false in whole or in part, nor shall a permit be issued to any applicant who has been convicted of a felony or a crime involving moral turpitude.”

### **SECTION 3.**

Section 111.20 “Display of Permit” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be amended by amending subsections (A) and (B) to read as follows:

“(A) When engaged in door to door solicitation, each solicitor shall wear a high visibility vest provided by the City displaying the current year.”

“(B) Each permit shall be affixed to the vest at all times while conducting door to door sales.”

### **SECTION 4.**

Section 111.21 “Permit Expiration” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be added to read as follows:

“Permits issued under the provisions of this chapter shall expire on December 31<sup>st</sup> of the year of its issuance regardless of the date it is issued.”

### **SECTION 5.**

Section 111.22 “Time Restrictions” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be added to read as follows:

- “(A) No person may conduct commercial home solicitations or handbill distributions before 9:00 A.M.;
- (B) or after 7:00 P.M. or
- (C) Sunday; or
- (D) Any of the following holidays: New Year’s Day; Martin Luther King’s Birthday; President’s Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Day after Thanksgiving Day; Christmas Eve; Christmas Day”

### **SECTION 6.**

Section 111.23 “Exemptions” of Chapter 111 “Peddlers and Solicitors” of the City of Mansfield, Texas Code of Ordinances shall be added to read as follows:

“(A) Solicitations related to children's activities involving a charitable purpose, including, but not limited to: Mansfield Independent School District, Girl Scouts, Boy Scouts, and Big Brothers

and Sisters. Children under the age of 17 may participate in such activities to the extent they are actively supervised by a parent, guardian or other adult person, at least 18 years of age, who is responsible for the well-being of the child.”

“(B) Religious, political or nonprofit organizations and their representatives distributing handbills or pamphlets only for the purpose of communicating issues of general interest to the public. A donation received from the distribution of handbills does not affect this exemption.”

## **SECTION 7. CUMULATIVE**

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 provision of this Ordinance shall remain in full force and effect.

## **SECTION 8. SEVERABILITY**

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 of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Mansfield Code of Ordinances as a whole.

## **SECTION 9. PENALTY**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined no more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety or public health and sanitation, and shall be fined not more than Five Hundred Dollars (\$500.00) for all other violations of this Ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

## **SECTION 10. SAVINGS**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code of Ordinance of the City of Mansfield, as amended, or any other ordinances affecting animals or animal control which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.



**SECTION 11.  
PUBLICATION**

The City Secretary of the City of Mansfield is hereby directed to publish this ordinance as required by law.

**SECTION 12.  
EFFECTIVE DATE**

This Ordinance shall take effect as specified in the above sections after its passage on third and final reading and publication as required by law.

**FIRST READING APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**SECOND READING APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
E. Allen Taylor, Jr., City Attorney

## Mansfield, TX Code of Ordinances

**CHAPTER 111: PEDDLERS AND SOLICITORS**

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## Section

***General Provisions***

111.01 Entry of solicitor without invitation or without permit

111.02 Refusal to leave premises after notice

***Permits***

111.15 Permit application

111.16 Bond

111.17 Fee

111.18 Issuance of permit

111.19 Suspension and revocation of permit

111.20 Display of permit

**GENERAL PROVISIONS****§ 111.01 ENTRY OF SOLICITOR WITHOUT INVITATION OR WITHOUT PERMIT.**

It shall be unlawful for any solicitor, salesman, peddler, vendor, merchant, of orders for or sale of goods, wares, books, magazines, materials, supplies, services or merchandise of any sort to go in or upon the premises of a private residence in the city for the purpose of soliciting, peddling, selling, merchandising goods, wares, books, magazines, materials, supplies, services or merchandise unless the person shall have permission of the owner to enter the premises or first obtain a permit as directed in §§ 111.15 through 111.18 of this chapter.

('78 Code, § 10-20) (Ord. 178, passed 3-9-65; Ord. 449, passed 9-28-81) Penalty, see § 10.99

**§ 111.02 REFUSAL TO LEAVE PREMISES AFTER NOTICE.**

It shall be unlawful for any solicitor, peddler, hawker, itinerant merchant or transient vendor who enters upon premises owned or leased by another to refuse willfully to leave the premises after having been notified by the owner or possessor of the premises, or by his/her agent, to leave the premises.

('78 Code, § 10-23) (Ord. 179, passed 3-9-65) Penalty, see § 10.99

***Statutory reference:***

*Trespass, see Tex. Penal Code, § 30.05*

## PERMITS

### § 111.15 PERMIT APPLICATION.

Any person desiring to engage in any of the activities named in § 111.01 of this chapter shall file a written application with the Chief of Police, verified by affidavit as to the truthfulness of its contents and containing the following information.

(A) The name, residence and post office address and telephone number of the applicant, and if the applicant is not a permanent resident of the city, the applicant's permanent residence and post office address and telephone number.

(B) A specific description of the occupation in which the applicant desires to engage and for which the permit is desired.

(C) A full and complete description of the merchandise or services which the applicant desires to sell.

(D) Whether the applicant, upon any sale or order shall demand, accept or receive payment or deposit of money in advance of final delivery or rendition of the merchandise or services sold.

(E) The source of supply, location and proposed method of delivery of the merchandise or services to be sold.

(F) The names, residences and post office addresses and telephone numbers of three individuals who will act as character and business references for the applicant and will provide such information concerning the applicant as may be requested by the city.

(G) Whether or not the applicant has engaged in any of the activities named in the preceding section in other cities, and if so, the names of the last three cities and the dates of the applicant's activities in the cities.

(H) If the applicant is an individual, the applicant's age, sex, height, weight, complexion, color of hair, color of eyes and fingerprints.

(I) If the applicant is an individual, a full and complete statement of the applicant's criminal record, if any, including a detailed account of all arrests, charges filed, offenses committed, convictions, sentences received, time served, paroles or pardons received and the date, place and jurisdiction relating to each item.

(J) If the applicant is an individual, there shall be attached to the application a recent photographic likeness of the applicant.

(K) If the applicant is the agent of another, the name, address and telephone number of the applicant's principal and the attachment of credentials issued by the principal to the applicant which set forth the extent of the applicant's authority to act for and bind the principal.

(L) If the applicant is a partnership, association or joint venture, the full names, addresses and telephone numbers of all partners, associates or joint venturers.

(M) If the applicant is a corporation, the state of incorporation, the principal place of business, the name and addresses and telephone numbers of its officers and, if the applicant is a foreign corporation, whether it has a permit to do business in the state.

('78 Code, § 10-24) (Ord. 404, passed 2-11-80)

### § 111.16 BOND.

(A) At the time the application is filed, the applicant shall also file with the Police Chief a bond in the penal sum of \$1,000, signed by the applicant as principal and by a corporate surety company authorized to do business in the state as surety, conditioned upon the final delivery of the merchandise or performance of the services in accordance with the terms of any contract or order obtained prior to delivery or performance, and also conditioned to indemnify any and all purchasers for any and all defects in material or workmanship that may exist in the merchandise sold or the services performed by the principal at the time of delivery or performance, or that may be discovered within 30 days after delivery or performance. The bond shall be for the use and benefit of all persons who may make any purchase, give any order or enter into any contract with the principal on the bond or the principal's agents. The surety may terminate its liability the such bond by giving ten days written notice to the Police Chief, after which time the surety will not be liable for any subsequent act of the principal. There shall be attached to the bond a certified copy of the surety company's resolution authorizing the person signing for the surety company to act as its attorney in fact.

(B) In the event the applicant is acknowledged to be an agent of a person holding a permit hereunder who has on file with the Police Chief a blanket bond conditioned as provided in the preceding section and covering the activities of all the person's agents. No individual bond shall be required so long as the applicant acts solely as the agent of the permittee. Acknowledgment of the agent shall be made in writing by the permittee and mailed directly to the Police Chief.

('78 Code, § 10-25) (Ord. 404, passed 2-11-80)

#### **§ 111.17 FEE.**

At the time the application is filed with the Police Chief, the applicant shall pay to the city a fee in the sum of \$10, which sum shall be compensation to the city for the services herein required of it and to enable the city to partially defray the expenses of investigation, surveillance and enforcement of the provisions of this chapter. If the applicant is a corporation, partnership, association, joint venturer or individual having more than one agent engaging in any of the activities named in § 111.01 of this chapter on behalf of the applicant, a fee of \$10 shall be charged for the first ten of such agents and a fee of \$5 per agent shall be required for each agent of the applicant in excess of ten.

('78 Code, § 10-26) (Ord. 404, passed 2-11-80)

#### **§ 111.18 ISSUANCE OF PERMIT.**

(A) Within ten days after the applicant has fully complied with the provisions of this chapter, the Police Chief shall issue to the applicant a permit to engage in the activities named in § 111.01 for a period of one year from the date of issuance. Provided, however, no permit shall be issued to an applicant whose application contains one or more statements or answers which are false in whole or in part, nor shall a permit be issued to any applicant who has been convicted of a felony or a crime involving moral turpitude.

(B) The permit provided for in this chapter shall not be transferrable, nor shall it give authority to anyone other than the permittee named thereon to engage in the activities named in § 111.01 hereof.

('78 Code, § 10-27) (Ord. 404, passed 2-11-80)

#### **§ 111.19 SUSPENSION AND REVOCATION OF PERMIT.**

(A) Any permit issued under the provisions of this chapter shall be automatically suspended when the surety terminates its liability on the permittee's bond, or the principal's bond if the permittee is the agent of another or upon expiration of the permittee's bond or the principal's bond if the permittee is the agent of another, and the permittee shall be reinstated only upon filing with the Police Chief a new bond meeting the requirements of § 111.16.

(B) Any permit issued under the provisions of this chapter shall be automatically revoked and canceled upon the holder's conviction of a felony or a crime involving moral turpitude, and the City Council may revoke and cancel the permit of any holder who is convicted in the Municipal Court of this city of a violation of a provision of this chapter or whose agents are convicted in the Municipal Court of this city of a violation of the provisions of this chapter, and they may provide that no permit shall thereafter be issued to the holder for a period of 12 months. Revocation of any permit, for whatever cause, shall automatically revoke the permit of all agents of the permittee.

('78 Code, § 10-28) (Ord. 404, passed 2-11-80)

### **§ 111.20 DISPLAY OF PERMIT.**

When engaged in door-to-door selling, the permit required by this chapter shall be carried by the salesperson and shall upon request be given to any law enforcement personnel or customer for examination. Otherwise, the permit shall be prominently displayed upon the premises or place where the business authorized thereunder is being carried on or conducted.

('78 Code, § 10-29) (Ord. 404, passed 2-11-80) Penalty, see § 10.99



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3442

**Agenda Date:** 3/2/2020

**Version:** 3

**Status:** Third and Final Reading

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Third and Final Reading of an Ordinance Changing the Speed Limits on the US Hwy 287 Northbound and Southbound Frontage Roads from 40 MPH to 45

**Requested Action**

Consider adoption of the Ordinance changing the speed limits on the US Hwy 287 Frontage Roads.

**Recommendation**

The Public Works Staff recommends approval of the Ordinance

**Description/History**

The Texas Department of Transportation has performed a speed study along the northbound and southbound US 287 Frontage Roads in Mansfield and Arlington to determine if the current posted speed limits safely meet the speed that 85% of the motorists are driving. The results of the speed studies indicated an 85% percentile speed of 39 MPH to 59 MPH upon the various segments of the frontage roads. The more developed areas had the lower speeds while the less developed areas had the higher speeds. Considering the number of existing and future access points along with the future growth along these roadways TxDOT is proposing a speed limit through Mansfield of 45 MPH. Arlington did not support raising the speed limit in their jurisdiction, which is currently posted at 40 MPH.

The requested changes to Chapter 73 of the Traffic Code of Mansfield are as follows:

- Increase the speed limit on the northbound and southbound US 287 Frontage Roads from 40 MPH to 45 MPH from Turner Warnell Road to the Union Pacific Railroad (south of East Broad Street).

At the February 10, 2020 City Council Meeting the Council approved the 1st Reading of the Ordinance by a vote of 5 to 0.

**Justification**

The proposed speed limits are more appropriate for the speed the drivers on the US 287 frontage roads are currently driving. The increase in the speed limits is not anticipated to impact safety. These speed limit changes have been approved by the Texas Transportation Commission. The Mansfield Police Department does not anticipate any issues with this change.

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

**Funding Source**

N/A

**Prepared By**

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

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

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

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

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

**SECTION 1.**

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

**SECTION 2.**

**THAT**, Chapter 73 of the Code of Ordinances, City of Mansfield shall be amended as per the attached Exhibit "A" which is hereby included as part of this ordinance.

**SECTION 3.**

This ordinance shall and does amend and/or repeal every prior Ordinance or rule or



regulation or policy in conflict herewith, but as to all other Ordinances or rules or regulations or policies or sections of Ordinances or rules or regulations or policies not in conflict herewith, this Ordinance shall be and is hereby made cumulative.

#### **SECTION 4.**

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

#### **SECTION 5.**

Any person, firm, or corporation violating any of the provisions of this ordinance or the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon the conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

#### **SECTION 6.**

This Ordinance shall be effective from and after its adoption and publication as required by law.

First reading approved on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Second reading approved on the \_\_\_\_ day of \_\_\_\_\_, 2020.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

APPROVED:

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**Susana Marin**, City Secretary

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**David Cook**, Mayor

## Exhibit "A"

## Speed Limits

Street Prefix	Street	Location -Limits	Speed Limit (MPH)
	Airport Drive	South 2nd Avenue to South 6th Avenue	40
East	Broad Street	U.S. Hwy 287 to Main Street	40
East	Broad Street	U.S. Hwy 287 to East City Limits	45
West	Broad Street	Main Street to 400 feet west of N. 4th Ave.	35
West	Broad Street	400 feet west of N. 4th Ave to West City Limits	40
	Business U.S. 287 (Main Street)	MP 14.962 (North City Limits) south 2.638 miles to MP 17.600 (approx. 200' south of Turtle Hill Trail)	50
	Business U.S. 287 (Main Street)	MP 17.600 (approx. 200' south of Turtle Hill Trail) south to Main Street	45
	Business U.S. 287 (Main Street)	MP 0.000 (Johnson County Line) south 1.900 miles to MP 1.900 (US 287)	50
	Cannon Drive	In its entirety	40
	Cardinal Road	In its entirety	35
	Commerce Drive	In its entirety	35
	Country Club Drive	In its entirety	40
North	Day Miar Road	East Broad Street to Seeton Road	40
	Debbie Lane	In its entirety	45
	F.M. 1187	Mile post 28.292 (Mansfield West City Limits) east 0.181 miles to Mile post 28.473 (eastbound lane only in City Limits)	45
	F.M. 1187	Mile post 28.473 east 1.169 miles to Mile post 29.642 (Business 287)	45
	F.M. 157	MP 23.811 (North City Limits) south 0.812 miles to MP 24.623 (Approx. 550' south of Hogpen Branch)	50
	F.M. 157	MP 24.623 (Approx. 550' south of Hogpen Branch) south 1.718 miles to MP 26.341(Business Hwy 287 intersection)	45

	F.M. 917	Business U.S. Hwy 287 (Main Street) south to Southern City Limits	55
	Heritage Parkway	Business U.S. Hwy 287 (Main Street) to SH 360	45
	Heritage Parkway South	SH 360 to National Parkway	45
	Gertie Barrett Road	F.M 1187 to Turner Warnell	35
	Grand Meadow Boulevard	N. Holland Road to N. Day Miar Road	35
North	Holland Road	SH 360 to Yellow Rose Trail	45
South	Holland Road	Yellow Rose Trail to National Parkway	45
South	Holland Road	National Parkway to Britton Road	40
	Hummingbird Lane	In its entirety	20
	Justice Lane	In its entirety	35
	Live Oak Drive	In its entirety	20
North	Main Street	Mouser Way (Business U.S. Hwy 287) to 500 feet north of its intersection with Pleasant Ridge Drive	45
North	Main Street	From a point 500 feet north of its intersection with Pleasant Ridge Drive to a point 100 feet north of Van Worth Street	35
North & South	Main Street	From a point 100 feet north of Van Worth Street to Hunt Street	30
South	Main Street	Hunt Street to Heritage Parkway (FM 917)	45
	Mansfield Webb Road	Matlock Road to East City Limits	40
	Matlock Road	In its entirety	45
	Meadowlark Drive	In its entirety	20
	Mockingbird Court	In its entirety	20
	Mockingbird Drive	In its entirety	20

	Mouser Way	House Road to U.S. Hwy 287 SB Frontage Road	40
	National Parkway	In its entirety	40
	Oriole Drive	In its entirety	20
	Ragland Road	Matlock Road to East City Limits	40
	Regency Parkway	East Broad Street to Heritage Parkway	40
East	Seeton Road	Seeton Road (Grand Prairie) to National Parkway	40
	Seeton Road	National Parkway to Ashbury Lane	45
	Seeton Road	Ashbury Lane to S. Holland Road	40
	SH 360 Frontage Roads	Mile Post 23.284 (North City Limit) south 2.894 miles to Mile Post 26.178 (County Line)	50
	SH 360 Frontage Roads	Mile Post 0.000 (County Line) south 1.819 miles to Mile Post 1.819 (US 287)	50
	Skylark Drive	In its entirety	20
	US Hwy 287	North City Limits to Johnson County Line	70
	US Hwy 287	Johnson County Line to South City Limits	65
	US Hwy 287 NB and SB Frontage Roads	North City Limits (Turner Warnell Road - M.P. 25.50) to UP Railroad (M.P. 29.90 0 - NB, M.P. 29.876 - SB)	45
North	Walnut Creek Drive	East Broad Street to North City Limits	40
South	Walnut Creek Drive	East Broad Street to East Dallas Street	35
South	Wisteria Street	E. Dallas Street to Heritage Parkway	40
South	6th Avenue	W. Broad Street to Easy Drive	40

For all other streets within the corporate limits of the city, the lawful maximum prima facie reasonable and prudent speed limit on the streets shall be 30 mph

## Exhibit "A"

## School Zones

Street Prefix	Street	Location -Limits	Times	Speed Limit (MPH)
East	Broad Street	A point 152 feet west of its intersection with Hillcrest Street to a point 362 feet west of its intersection with Willow Street	When flashing	20
East	Broad Street	A point 904 feet east of its intersection with Miller Road to a point 2180 feet east of its intersection with Miller Road	When flashing	20
East	Broad Street	A point 90 feet east of its intersection with Miller Road to a point 850 feet east of its intersection with Miller Road	When flashing	20
East	Broad Street	A point 420 feet east of Volk Lane to a point 200 feet west of Day Miar Road	When flashing	20
	Business U.S. 287 (Main Street)	Mile Post 16.727 south 0.190 miles to mile post 16.917	When flashing	35
	Business U.S. 287 (Main Street)	Mile Post 0.437 south 0.400 miles to Mile Post 0.837	When flashing	35
	Cannon Drive	A point 55 feet west of its intersection with Walnut Bend Drive to a point 440 feet east of its intersection with Carlin Road	When flashing	20
	Cardinal Road	A point 150 feet south of Hidden Oaks Drive to a point 200 feet north of Hidden Oaks Drive	When flashing	20
	Cardinal Road	A point 300 feet south of Legacy Way to a point 175 feet north of Legacy Way	When flashing	20
	Clover Hill Road	A point 200 feet north of its intersection with Almond Drive to a point 740 feet north of its intersection with Almond Drive	8:00 a.m. - 9:00 a.m. and 3:45 p.m. - 4:30 p.m.	20
	Concord Drive	Intersection with County Club Drive to a point 750 feet north	7:15 a.m. - 8:15 a.m. and 3:00 p.m. - 4:00 p.m.	20
	Country Club Drive	A point 585 feet west of its intersection with Highland Drive to a point 165 feet east of its intersection with Hilton Drive	When flashing	20
	Cutting Horse Drive	A point 110 feet south of its intersection with Remington Ranch Road to point 130 north of Star Grass Drive	7:15 a.m. - 8:15 a.m. and 3:00 p.m. - 4:00 p.m.	20
North	Day Miar Road	A point 200 feet south of its intersection with E. Broad Street to a point 250 feet south of its intersection of Meseta Drive	When flashing	20
North	Day Miar Road (E. Seeton Road)	A point 460 feet north of the northern Lake Ridge High School driveway to a point 245 feet south of the southern Lake Ridge High School driveway	When flashing	20
East	Debbie Lane	A point 350 feet east of Walnut Creek Drive to a point 310 feet west of Walnut Creek Drive	When flashing	20
West	Debbie Lane	A point 250 feet west of the west Ben Barber drive approach to a point 540 feet east of the east Ben Barber drive approach	When flashing	35
	F.M. 1187	Mile Post 28.922 east 0.320 miles to MP 29.242	When flashing	35
	F.M. 1187	Mile Post 29.349 east 0.234 miles to MP 29.583	When flashing	35

	Gertie Barrett Road	A point 50 feet south of its intersection with Nelson Wyatt Road to a point 1,150 north of its intersection with Nelson Wyatt Road	When flashing	20
	Highland Drive	Intersection with County Club Drive to a point 800 feet north	7:15 a.m. - 8:15 a.m. and 3:00 p.m. - 4:00 p.m.	20
	Hillcrest Street	A point 145 feet north of its intersection with East Dallas Street to its intersection with East Broad Street	6:45 a.m. - 7:15 a.m. and 2:30 p.m. - 3:00 p.m.	20
North	Holland Road	A point 100 feet north of Waterford Glen Drive to a point 800 feet south of Waterford Glen Drive	When flashing	20
South	Holland Road	A point 376 feet south of National Parkway to a point 258 feet south of Fox Meadows	When flashing	20
	Killian Drive	A point 150 feet east of Wood River Parkway to a point 150 feet north of Nelson Wyatt Road	When flashing	20
	Legacy Way	A point 68 feet east of Cardinal Road to a point 65 feet west of North Main Street (Business 287)	When flashing	20
	Magnolia Street	A point 123 feet east of its intersection with Laurel Street to a point 929 feet east of its intersection with Walnut Creek Drive	When flashing	20
North	Miller Road	A point 460 feet north of its intersection with East Broad Street to a point 1,015 feet north of its intersection with East Broad Street	When flashing	20
North	Miller Road	A point 86 feet south of its intersection with East Broad Street to a point 100 feet north of 100 north of Scenic Glen Drive	When flashing	20
	Pleasant Ridge Drive	A point 95 feet east of its intersection with US Business 287 (Main Street) to a point 200 feet east of its intersection with Nightingale Circle	When flashing	20
North	Walnut Creek Drive	A point 190 feet north of Rocky Creek Drive to a point 920 feet south of Rocky Creek Drive and from a point 190 feet north of Misty Mesa Trail to a point 920 feet south of Misty Mesa Trail	When flashing	20
North	Walnut Creek Drive	A point 105 feet south of its intersection with Aspen Lane to a point 660 feet south of its intersection with Debbie Lane	When flashing	20
	Waterford Glen Drive	Intersection with N. Holland Road to a point 200 feet east of its intersection with High Point Lane	7:15 a.m. - 8:15 a.m. and 3:00 p.m. - 4:00 p.m.	20
	Wood River Parkway	A point 350 feet south of Meriwether Street to a point 100 feet south of Killian Drive	When flashing	20



# US 287 NB & SB SERVICE ROAD SPEED LIMIT CHANGE

N



40 MPH  
TO  
45 MPH

40 MPH  
TO  
45 MPH

## Legend

 US 287 Service Roads

0 0.25 0.5 1 Miles



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3471

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City of Mansfield, Texas, Approving a Joint Election Agreement Between the City of Mansfield and the Mansfield Independent School District for a Joint Election to be Held on May 2, 2020; Providing for Early Voting and Election Day Procedures

**Requested Action**

Approval of the Resolution and Joint Election Agreement for Election Services with Mansfield Independent School District (MISD).

**Recommendation**

City staff recommends approval of the Resolution and Joint Election Agreement between the City of Mansfield and MISD.

**Description/History**

The Election Code authorizes cities to hold an election jointly with one or more other political subdivisions if the elections are to be on the same day in all or part of the same territory, and the governing bodies enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places. Although optional for cities, joint elections are required for school districts. Pursuant to Section 11.0581 of the Education Code, an election for trustees of an independent school district must be held jointly with and on the same date as the election for members of the governing body of a city located in the school district.

The City of Mansfield and MISD have participated in the joint election conducted by Tarrant County Election Administration (TCEA) for a number of years. In recent years, however, TCEA has limited the joint election to Tarrant County voters. Therefore, the City of Mansfield and MISD typically enter into an additional joint election agreement to accommodate voters residing in Johnson and Ellis counties. The proposed Joint Election Agreement between the City of Mansfield and MISD provides that the City Secretary will serve as administrator for the joint election and that costs will be shared equally between the two entities.

**Justification**

Joint elections streamline the election process for both voters and staff while reducing election costs for the participating entities.

**Funding Source**

Funds are allocated in the City Council budget (001-8806-11-01) for this expenditure.

**Prepared By**

Susana Marin, City Secretary, City Secretary's Office



817-276-4203

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS AND MANSFIELD INDEPENDENT SCHOOL DISTRICT FOR A JOINT ELECTION TO BE HELD MAY 2, 2020; PROVIDING FOR EARLY VOTING AND ELECTION DAY PROCEDURES; AND, PROVIDING FOR CANCELLATION DUE TO UNOPPOSED CANDIDATES**

**WHEREAS**, on January 27, 2020 the City of Mansfield ordered a general and special election to be held on May 2, 2020; and,

**WHEREAS**, on January 21, 2020 the Mansfield Independent School District (MISD) ordered a general election to be held on the same date; and,

**WHEREAS**, the City of Mansfield and the Mansfield Independent School District have an interest in further accommodating the voter; and,

**WHEREAS**, the City of Mansfield and the Mansfield Independent School District wish to conduct their general elections jointly for registered voters residing in Johnson and Ellis counties; and,

**WHEREAS**, the laws of the State of Texas authorize governmental entities to mutually agree to combine certain aspects of the election.

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

**SECTION 1.**

**JOINT ELECTION AGREEMENT APPROVED.** The City of Mansfield hereby approves the Joint Election Agreement with Mansfield Independent School District attached hereto as Exhibit "A", and incorporated herein for all purposes.

**SECTION 2.****EARLY VOTING.**

- (a) The City Secretary, City of Mansfield, 1200 E. Broad Street, Mansfield, Texas, 76063, is hereby designated as the Early Voting Clerk for the joint election and she may appoint the necessary deputy clerks as required for early voting.
- (b) Early Voting by personal appearance shall be conducted beginning on April 20, 2020 and continuing through April 28, 2020 at Mansfield City Hall, 1200 E. Broad Street, Mansfield, Texas 76063 at the following times:

April 20 – 24	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 25	Saturday	7:00 a.m. – 7:00 p.m.
April 26	Sunday	11:00 a.m. – 4:00 p.m.
April 27 – April 28	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

- (c) Early voting shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge appointed herein shall serve as the presiding officer and the alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board for the election.

### **SECTION 3.**

#### **ELECTION DAY.**

Voting on Saturday, May 2, 2020 shall be held at Mansfield City Hall, 1200 E. Broad Street, Mansfield, Texas 76063 between the hours of 7 a.m. and 7 p.m.

### **SECTION 4.**

#### **ELECTION CANCELLATION.**

- (a) Any participating authority that certifies their election in accordance with Section 2.051, 2.052, and 2.053 of the Texas Election Code, may withdraw from the joint election contract.
- (b) In the event of election cancellation by the City of Mansfield, MISD agrees to conduct their election at their own expense. In the event of election cancellation by the MISD, City of Mansfield agrees to conduct their election at their own expense.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF MARCH, 2020.**

---

**David L. Cook**, Mayor on behalf of City Council

**ATTEST:**

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**Susana Marin**, City Secretary

**JOINT ELECTION AGREEMENT**  
**(Authorized by the Texas Election Code Chapter 271)**

**I. JURISDICTION**

The City of Mansfield plans to hold a City Council General Election on May 2, 2020, in Johnson and Ellis County voting precincts for the purpose of electing the City of Mansfield Council Member, Place 6 and Council Member, Place 7; and , a Special Election for the purpose of election the City of Mansfield Mayor, Place 1 and Council Member, Place 2.

The Mansfield Independent School District Board of Trustees plans to hold a Board of Trustees Election on May 2, 2020, in the portion of Johnson County defined by MISD boundaries for the purpose of electing school trustees to Places 6 and 7.

**II. ADMINISTRATION**

The City of Mansfield's City Secretary agrees to coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. The Mansfield Independent School District agrees to pay the City of Mansfield for equipment, supplies, services and administrative costs as outlined in this agreement. The City of Mansfield's City Secretary will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

**III. LEGAL DOCUMENTS**

Each participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

If needed, the City of Mansfield will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the joint election and the use of HAVA mandated voting equipment. A copy of the submission will be furnished to the Mansfield ISD. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating authority. Each entity will be responsible for the publication of any required legal notices.

**IV. VOTING SYSTEM**

Each participating authority agrees that voting at the joint election will be by paper ballot and an ES&S ExpressVote Marking Device accessibility unit voting equipment approved by the Secretary of State in accordance with the Texas Election Code for HAVA compliance.

The City of Mansfield agrees to provide voting booths for the election.

## V. VOTING LOCATIONS

Early voting by personal appearance shall be conducted at the following times:

April 20 – 24	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 25	Saturday	7:00 a.m. – 7:00 p.m.
April 26	Sunday	11:00 a.m. – 4:00 p.m.
April 27 – 28	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

Early Voting by personal appearance shall be at Mansfield City Hall, 1200 East Broad Street, Mansfield, Texas 76063. Applications for early voting by mail may be delivered to the City Secretary at Mansfield City Hall, 1200 East Broad Street, Mansfield, Texas, 76063, not later than the close of business on April 17, 2020, if delivered in person, and April 20, 2020, if delivered by mail. Early Voting ballots shall be mailed to Early Voting Clerk, 1200 East Broad Street, Mansfield, Texas 76063 or emailed to [susana.marin@mansfieldtexas.gov](mailto:susana.marin@mansfieldtexas.gov).

It is further agreed by the participating authorities that the following polling place will be used on Election Day:

Location: Mansfield City Hall  
Address: 1200 East Broad Street, Mansfield, Texas 76063  
Precincts: 7, 8, 35 and 101

## VI. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The City of Mansfield will be responsible for the appointment of the presiding judge and alternate for the polling location, and also for the appointment of the Early Voting Ballot Board. It is agreed by the participating authorities to employ the number of election clerks as the need determines, and that all election workers shall be paid \$11.00 per hour and the alternate judge shall be paid \$12.00 an hour. The election judge will be paid \$13.00 per hour and will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated drop off site.

It is further agreed by the participating authorities to employ early voting clerks, during the early voting period (April 20, 2020 through April 28, 2020) with a minimum of three election workers at the polling place during the voting hours.

The City of Mansfield's City Secretary is responsible for notifying all election judges of the eligibility requirements under Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the joint election are eligible to serve. The presiding judges, with the City Secretary's assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

The participating authorities agree to hold one (1) public school of instruction on elections laws and on the use of the ES&S ExpressVote Marking Device accessibility unit voting equipment.

The election judges are responsible for picking up of election supplies at the time and place determined by the City Secretary (which will be set forth in the election judge letter requesting service for this election).

## VII. SUPPLIES AND PRINTING

The City of Mansfield will arrange for all election supplies and election printing, including, but not limited to, ballots (electronic and paper), all forms, signs and other materials used by the election judges at the voting locations. The City of Mansfield will prepare all necessary bilingual materials for the official ballot. Preparation of necessary bilingual materials for notices will be the responsibility of each participating authority.

The Mansfield Independent School District will furnish the City of Mansfield's City Secretary a list of candidates showing the order and the exact manner in which their names are to appear on the official ballot. This will be done as soon as possible after ballot position has been determined by the MISD candidates.

## VIII. BALLOT TABULATION AND RETURNS OF ELECTION

The City of Mansfield will be responsible for the tabulation of ballots at the Election Day polling location, and for the tabulation of early votes at the Mansfield City Hall, 1200 East Broad Street, Mansfield, Texas 76063. Following the tabulation of ballots on Saturday, May 2, 2020 the City of Mansfield shall notify MISD of the unofficial results in person at the election day polling location, or by telephone, or by E-mail, and will prepare the following election records to be returned to MISD no later than 12:00 p.m., Monday, May 4, 2020: (1) a Return Sheet from each polling location, and for early voting, showing the number of votes received by each candidate and the total number of voters; (2) copy of the Combination Form (Poll List/Signature Roster) from each polling location, and for early voting.

Mansfield ISD will be responsible for securing these records from the City of Mansfield by the date and time specified above.

## IX. RECORDS OF ELECTION

Susana Marin, City Secretary, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the City of Mansfield, City Secretary's Office, 1200 East Broad Street, at any time during normal business hours. The City Secretary shall ensure that the records are maintained in an

orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the City Secretary shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the City Secretary any notice of any pending election contest, investigation litigation, or Texas Public Information Act request which may be filed with a participating authority.

On the first business day which follows the date that the records of the election are eligible for destruction, the City Secretary will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the City Secretary's notice of intent to destroy the records, each participating authority will provide the City Secretary with written authorization to proceed with destruction or written instruction to withhold destruction.

#### **X. ELECTION EXPENSES**

The participating authorities agree to equally sharing the costs of administering the May 2, 2020, election. The City of Mansfield agrees to provide the MISD with an estimate of election expenses as soon as possible but no later than April 6, 2020. MISD agrees to remit to the City of Mansfield, two weeks after receipt of estimate a sum equal to 50% of the total estimated cost of election expenses for only the costs associated with the Johnson County voters. Final election expenses will be determined within 30 days after the election, and the City will provide MISD with a final accounting. It is agreed that the remaining balance owed by MISD will be remitted to the City no later than thirty (3) days after receipt of the final accounting.

#### **XI. EARLY VOTING APPOINTMENT (ADMINISTRATION)**

Susana Marin, City Secretary, will be appointed as early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location.

Early voting by personal appearance will be conducted in accordance with the election order of the participating authorities.

#### **MAIN EARLY VOTING POLLING PLACE**

CITY OF MANSFIELD CITY HALL  
1200 East Broad Street  
Mansfield, Texas 76063

All requests for early voting ballots by mail that are received by participating authorities will be delivered by the most efficient means on the day of receipt to the City of Mansfield, City Secretary's Office, City Hall, 1200 East Broad Street, Mansfield, for processing. Persons voting by mail will send their voted ballots to the City of Mansfield, City Secretary's Office.

All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code.

## XII. CONTRACT WITHDRAWAL

Any participating authority that certifies their election in accordance with Section 2.051, 2.052, and 20.53 of the Texas Election Code, may withdraw from the joint election contract. Any expenditures incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. In the event of election cancellation by the City of Mansfield, MISD agrees to conduct their election at their own expense. In the event of election cancellation by the MISD, the City of Mansfield agrees to conduct their election at their own expense.

APPROVED BY THE MANSFIELD CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
David L. Cook, Mayor, City of Mansfield

ATTEST:

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

ACCEPTED AND AGREED TO BY THE MANSFIELD INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Karen Marcucci  
Board President  
Mansfield Independent School District

\_\_\_\_\_  
Michelle Newsom  
Board Secretary  
Mansfield Independent School District





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3476

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

### Title

Resolution - A Resolution Approving an Amendment to the Chapter 380 Economic Development Agreement with M-3 Ranch Development Inc.

### Requested Action

Approval of amendment to agreement.

### Recommendation

Approval of amendment to agreement.

### Description/History

On July 9, 2018 the City Council passed Resolution No. RE-3480-18 approving a Chapter 380 Economic Development Agreement with M-3 Ranch Development, Inc. The developer approached the city requesting an ninety (90) day extension to the completion date of Phase I Public Improvements due to weather related delays. The original contract states that Phase I improvements were to commence on June 30, 2019 and construction completed within twenty-four (24) months after commencement. If approved, this will extend the completion of construction on Phase I improvements to September 30, 2021.

### Justification

N/A

### Funding Source

N/A

### Prepared By

Joe Smolinski, Deputy City Manager  
817-728-3601

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING AN AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPEMNT AGREEMENT WITH M-3 RANCH DEVELOPMENT, INC. FOR INFRASTRUCTURES AND IMPROVEMENTS WITHIN AND RELATED TO A M-3 RANCH DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has been presented a proposed amendment to the Chapter 380 Economic Development Agreement between the City of Mansfield and M3 Ranch Development, Inc.; and,

**WHEREAS**, the Developer wishes to extend the construction the completion date of Phase I Public Improvements by ninety (90) days; and,

**WHEREAS**, upon review and consideration of the amendment, the City Council is of the opinion that the extension should be approved and authorizes execution of amendment documents by the City Manager.

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

**SECTION 1.**

That the Amended Chapter 380 Economic Development Agreement attached hereto as incorporated herein.

**SECTION 2.**

That Section 3.B.2 of the current agreement be amended as follows: Time Frame for Phase I Infrastructure. Construction of the Phase I Public Improvements shall be commenced no later than September 30, 2019 and such construction shall be completed no later than September 30, 2021. Commencement of the Phase I Public Improvements shall be deemed to have occurred upon the Issuance to Developer of a grading permit for any portion of the Property.

**SECTION 3.**

That the City Manager of the City of Mansfield, Texas, is authorized to execute the Amended Chapter 380 Economic Development Agreement.

**PASSED AND APPROVED THIS THE 2<sup>ND</sup> DAY OF MARCH, 2020.**

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**David L. Cook, Mayor**

**ATTEST:**

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

**A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF MANSFIELD  
AND  
M3 RANCH DEVELOPMENT, INC.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (hereinafter called "City") and M3 Ranch Development, Inc., a Texas corporation (hereinafter called "Developer").

**WITNESSETH:**

**WHEREAS**, Developer, together with one or more Affiliates of Developer, own an approximate 720-acre tract of land within the corporate city limits of the City being more particularly described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, Developer is engaged in the business of developing single family residential subdivisions; and

**WHEREAS**, Developer intends to develop a single family residential subdivision on the Property to include streets, public utilities and other public infrastructure, home sites for approximately 1,571 single family residences, 375 Townhomes and the Private Amenities all in accordance with the Design Standards (collectively, the "Subdivision"); and

**WHEREAS**, the Property is zoned to permit the development of townhomes, retail and other commercial improvements in addition to the Subdivision; and

**WHEREAS**, Developer intends to sell (i) home sites in the Subdivision to commercial homebuilders for the construction of single family residences in accordance with the Design Standards (the "Residences") and (ii) other portions of the Property to developers of Commercial Improvements; and

**WHEREAS**, the Development will be a great asset to the City with an estimated value of \$660,000,000.00, to include approximately 1,571 homes, 375 Townhomes, and additional value added with a commercial component; within the City; and

**WHEREAS**, this Agreement and the incentives provided to the Developer exemplify the City's stated policy of "Growth Pays for Growth;" and

**WHEREAS**, over the term of this Agreement the Developer anticipates that the ad valorem taxes generated by the Development will exceed One Hundred Million Dollars (\$100,000,000.00); and

**WHEREAS**, the development fees (to include impact fees, permit fees, park dedication fees, etc.) paid to the City by the Developer prior to construction of the Development will exceed Sixteen Million Dollars (\$16,000,000.00); and

**WHEREAS**, the Developer must meet stated benchmarks to receive the incentives provided in this Agreement; and

**WHEREAS**, the Developer has a gap of \$18,000,000 in its financing plan and cannot complete the Development to the standards the City and Developer desire without financial incentives; and

**WHEREAS**, the City desires that the incentives be tied to benchmarks that will ensure that the Property is developed as represented by the Developer; and

**WHEREAS**, completion of Public Infrastructure is a reasonable measure and benchmark for the Property to meet the City's expectations; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes the grant of public funds to promote economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, numerous economic development studies have shown that business and retail development follows residential development; and

**WHEREAS**, the City Council finds and determines that it is necessary to increase the number and quality of the housing stock in the City to stimulate business and commercial activity in the City; and

**WHEREAS**, the Development includes a commercial and retail component; and

**WHEREAS**, the infrastructure to be built under this Agreement will serve retail and commercial development within the Property; and

**WHEREAS**, the City desires to provide the incentive herein to assist Developer with costs related to construction of the infrastructure for the Development; and

**WHEREAS**, Developer desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program by encouraging Developer to develop the Subdivision, which will, in turn, encourage the construction of quality homebuilding in Mansfield, Texas, and will aid in the development of the residential housing market and encourage retail businesses to locate in the City.

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

## **SECTION 1. DEFINITIONS**

In this Agreement, the following words shall have the meanings ascribed to them:

**AD VALOREM TAX** means all ad valorem taxes paid to the City attributable to the Property and any Residences, Private Amenities and Commercial Improvements to the Property which are actually received by the City, excluding taxes attributable to the value of the mineral estate.

**AFFILIATE** means, as to any Person, any other Person controlling, controlled by or under common control with any such Person.

**APPROVED PLANS** means construction plans for the Public Improvements and Private Amenities that conform to the Design Standards and all City regulations, as certified by Developer's engineer of record and approved by the City Engineer.

**AVAILABLE AD VALOREM TAX REVENUE** means that portion of the Ad Valorem Tax generated by and attributable to any Developed Phase (including any Residences and Townhomes, Private Amenities and Commercial Improvements constructed within a particular Phase), not including the ad valorem taxes generated from the Base Year Value.

**BASE YEAR VALUE** means the real estate value of the Property as established by the Johnson County Appraisal District, as applicable, as of January 1, 2018, excluding any value from any mineral estate.

**COMMERCIAL IMPROVEMENTS** mean the retail and other commercial improvements to be constructed on the Property in accordance with the Design Standards.

**DESIGN STANDARDS** means the design standards set forth in the M3 Ranch Planned Development District Standards adopted pursuant to City of Mansfield Ordinance No. OR- 2088-18, such design standards and ordinance being attached hereto as Exhibit B, including any requirements set forth in Exhibit B related to upscale single family residential housing product and enhancements to single family residential subdivision amenities, and the Commercial Improvements.

**DEVELOPED PHASE** means a Phase for which the City has provided a letter of acceptance for all of the required Public Infrastructure for that Phase.

**DEVELOPMENT** means the Subdivision and the Commercial Improvements.

EFFECTIVE DATE means the date set forth in Section 16 of this Agreement.

EVENT OF BANKRUPTCY OR INSOLVENCY means the dissolution or termination of Developer's existence as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 60 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 60 days after the filing thereof.

MAXIMUM AMOUNT means Eighteen Million Dollars (\$18,000,000), which is the maximum amount of Program Payments potentially available to Developer under this Agreement.

PERSON means any natural person, governmental agency or instrumentality, estate, nominee, custodian, or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, unincorporated organization, cooperative or association, or any foreign trust or foreign business organization.

PHASE means Phase I and any additional phase of the Development.

PHASE I means the initial phase of the Development.

PHASE I PRIVATE AMENITIES means the Private Amenities to be constructed as part of Phase I of the Development.

PHASE I PUBLIC IMPROVEMENTS means the Public Improvements to be constructed as part of Phase I of the Development.

PRIVATE AMENITIES mean the amenity centers, entry and landscape features, walking trails, amenity lakes and other amenity features to be developed by Developer for the benefit of residents of the Subdivision in substantial conformance with the Approved Plans and the Design Standards and as represented by the site plan approved by the City and depicted on Exhibit C attached hereto and incorporated herein (the "Site Plan"). The Private Amenities do not include the Public Improvements.

PRIVATE IMPROVEMENTS mean the Residences, the Townhomes, the Private Amenities and the Commercial Improvements.

PROGRAM PAYMENT(S) means the payments made to Developer pursuant to Section 4 of this Agreement.

PROPERTY means the approximately 720 acre tract upon which the Private Improvements and onsite Public Improvements will be constructed, as described in Exhibit A, attached hereto and incorporated herein, owned by Developer.

PUBLIC IMPROVEMENTS means all of the public streets, water, sewer, storm drainage (including all grading associated with storm drainage improvements such as retention/detention ponds) and other public infrastructures related to public developments necessary to serve the Development.

RESIDENCES mean the single family residences to be constructed on the Property in conformance with the Design Standards.

SUBDIVISION means a single family residential subdivision on the Property to include streets, public utilities, and other public infrastructure, home sites for approximately 1,571 Residences, 375 Townhomes and the Private Amenities all constructed in accordance with the Design Standards.

SUBSTANTIAL COMPLETION or SUBSTANTIALLY COMPLETE means, with regard to any Public Improvements, the date the City issues a Letter of Acceptance (herein so called) and accepts the maintenance obligation for such Public Improvements, and, with regard to any Private Amenities, means either the date the City issues a certificate of occupancy for any building or when other Private Amenities have been constructed in conformance with the Design Standards.

TOWNHOMES means the townhomes to be constructed in conformance with the Design Standards and in accordance with the terms of this Agreement.

## **SECTION 2. PROGRAM ESTABLISHED**

Pursuant to Section 380.001 of the Texas Local Government Code, a program (herein called the "Program") is hereby established to bring a quality residential and commercial development to the City for the reasons set forth in the recitals. This Agreement implements the Program.

## **SECTION 3. DEVELOPER'S OBLIGATIONS**

### **A. In General.**

1. Developer agrees to design and construct the Subdivision, including the Public Improvements and the Private Amenities. The Property is currently contemplated to be developed in five Phases. Actual development of any Phase of the Development may occur in one or more sub-phases, depending on market conditions and other factors. The Public Improvements are to be located entirely within the limits of the City and all Public Improvements shall be constructed within public property, public rights-of-way or easements.



2. Developer shall develop the Subdivision in conformance with the Approved Plans and the Design Standards.
3. Developer shall be solely responsible for the payment of all fees and for securing all permits necessary for development and construction of the Subdivision including, but not limited to, the requirements of the Parkland Dedication Ordinance required by the City and other entities having jurisdiction over the Subdivision.
4. Contracts for sale of land within the Property between Developer and homebuilders or developers of Commercial Improvements shall provide that construction of Private Improvements on such land is subject to compliance with the Design Standards. Further, any declaration of covenants, conditions and restrictions covering and affecting the Property shall subject the Property to compliance with the Design Standards and will provide for review and approval of plans and specifications for the Private Improvements by an architectural control committee or other similar body to confirm compliance with the Design Standards.

B. Public Improvements.

1. Infrastructure. Developer shall design and construct all offsite and onsite infrastructure necessary to serve the Subdivision.
2. Time Frame for Phase I Infrastructure. Construction of the Phase I Public Improvements shall be commenced no later than June 30, 2019 and such construction shall be completed within twenty-four (24) months after commencement. Commencement of the Phase I Public Improvements shall be deemed to have occurred upon the issuance to Developer of a grading permit for any portion of the Property.
3. Required Bonds.
  - (a) Contractor Performance and Payment Bonds. A good and sufficient Performance Bond and a good and sufficient Payment Bond shall be required for each Phase, each in an amount equal to 100 percent of the total contract price (between the Developer and any prime contractor) related to any Public Improvements constructed within such Phase, guaranteeing performance and payment for all labor, materials and equipment used in the construction of such Public Improvements.

- (b) **Contract Maintenance Bond.** A good and sufficient Maintenance Bond in an amount equal to 100 percent of the total cost of the Public Improvements constructed in each Phase (including all change orders), such Maintenance Bond to guarantee the maintenance in good condition of the Public Improvements for a period of two years from and after the date that a Letter of Acceptance is issued by the City indicating that the Public Improvements have been completed by the Developer and accepted by the City.
4. **Construction Plans; Surveying.** Developer shall submit to the City for approval complete construction plans for the Public Improvements. The construction plans shall be prepared by a professional engineer licensed to practice in the State of Texas, at Developer's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. Developer shall pay all costs of engineering design and surveying for the Public Improvements directly to the provider.
5. **Public Improvement Conveyance.** Any Public Improvements constructed onsite or offsite shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. Public Improvements shall be conveyed to the City upon Substantial Completion. At the time of conveyance Developer shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials.
6. **Easement Acquisition.** Developer agrees to dedicate to the City all land within the Property necessary for the construction of the Public Improvements. Subject to the City's prior approval, Developer will negotiate with adjacent landowners and seek to consummate the acquisition and dedication of all land outside the Property necessary for the construction of off-site Public Improvements. The cost of easement acquisition will be borne by Developer. In the event that eminent domain is necessary to acquire the necessary off-site easements, the City will proceed as provided in Section 4.C below, and Developer will assist in the eminent domain proceedings as required by the City.

C. **Private Amenities and Residential Development Standards.**

1. **In General.** The Private Amenities shall be designed and constructed in conformance with the ordinances of the City of

Mansfield, the Design Standards, the Site Plan and the Approved Plans.

2. Residential Development Standards. Residences and Townhomes in the Development shall be subject to the Design Standards and the ordinances of the City.
3. Time Frame for Private Amenities. The Private Amenities associated with a Phase shall be constructed and completed within one hundred eighty (180) days after Substantial Completion of the Public Improvements constructed in such Phase, failure of which shall result in the City suspending all Program Payments until such time as the Private Amenities to be constructed in such Phase are completed in conformance with the Design Standards.

D. Compliance with Law. All aspects of the construction and development of the Subdivision shall be in conformance with applicable state, federal and local laws.

E. Ad Valorem Taxes. For all portions of the Property owned by Developer, all ad valorem taxes for the Property are to remain current on all ad valorem taxes owed to the City or other jurisdiction for the Property.

F. Inspection. The City shall have access at all times to inspect construction of the Public Improvements and Private Amenities.

G. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

H. Donation of Land. In recognition of the increased demands for services created by the Development, Set Back Partners, Ltd., a Texas limited liability company ("Setback"), an affiliate of Developer, agrees to donate, at no cost to the City, the real property legally described on Exhibit D attached hereto (the "Donated Land"). In connection with Setback donating the Donated Land to the City, the City agrees that Setback will receive a tax deduction in the amount of the full fair market value of the Donated Land, such fair market value to be established by an independent appraisal performed by a qualified appraiser selected by Setback. The City agrees to act in good faith to reasonably cooperate with Setback in executing and/or providing any certificates, approvals or evidence to show that the City is a tax exempt organization and to evidence the donation by Setback pursuant to the terms herein.

#### SECTION 4. CITY PARTICIPATION

A. In General. In consideration of Developer's agreement to construct the Subdivision in conformance with the requirements of this Agreement and as payment to assist Developer in financing costs for the Development and subject to Developer's

compliance with its duties and obligations in this Agreement, the City agrees to make Program Payments.

B. Program Payments.

1. As set forth in this subsection, the City shall make Program Payments to Developer in an amount not to exceed Eighteen Million Dollars (\$18,000,000) (Maximum Amount) in accordance with this subsection 4.B.
2. Program Payments. Program Payments shall be paid in an amount equal to Available Ad Valorem Tax Revenue attributable to Developed Phases, on or before April 1<sup>st</sup> and September 15<sup>th</sup> of each year after the Public Improvements and Private Amenities for any Phase are respectively Substantially Complete, in an amount equal to thirty-five percent (35%) of the Available Ad Valorem Tax Revenue. In no event shall the City be obligated to make Program Payments under this section from any funds unless it has received an equal amount of Available Ad Valorem Tax Revenue. Together with each such Program Payment, the City will provide a reasonably detailed accounting setting forth the calculation of Available Ad Valorem Tax Revenue for the applicable Phase and the calculation of each payment.
3. Termination of Program Payments. The City's obligation to make Program Payments shall terminate when Developer is paid the Maximum Amount or when this Agreement terminates or is terminated, whichever occurs first. Whether or not Developer is fully paid the Maximum Amount, Program Payments shall terminate in accordance with Section 5 of this Agreement, and thereafter the City shall have no further Program Payment obligations to Developer.

C. Eminent Domain. The parties shall utilize eminent domain as a last resort. In the event Developer is not able to obtain the necessary easements described in Section 3.B.7 above in a timely manner and after good faith, commercially reasonable effort attempts to do so, and considering alternative routes for the Public Improvements, the City will institute eminent domain proceedings to obtain the easements, with the total cost of the proceedings paid for by the Developer.

## SECTION 5. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (b) the date twenty-five (25) years after the

Substantial Completion of the Phase I Public Improvements, whether or not Program Payments have equaled the Maximum Amount; or (c) upon the City's termination of this Agreement pursuant to Section 7 hereof.

## **SECTION 6. AUTHORITY; COMPLIANCE WITH LAW**

A. Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

B. Developer represents and warrants that to the best of its knowledge during Developer's ownership of the Property (1) no landfill was deposited on or taken from the Property, (2) no construction debris or other debris (including, without limitation, rocks, stumps, and concrete) was buried upon the Property, and (3) no toxic waste or "hazardous substances" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1988, or petroleum products and derivatives thereof, were deposited on the Property. Developer shall submit to the City environmental reports commissioned by Developer.

C. Notwithstanding any other provision of this Agreement, Developer shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Subdivision.

D. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Payment set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), he shall repay the amount of the Payment (or portion that he has received) plus 10% interest not later than the 120<sup>th</sup> day after the date the City notifies Developer of the violation.

E. The City hereby represents and warrants to Developer during the term of this Agreement that:

1. The City is a home rule Texas municipal corporation and has the power to enter into this Agreement and take all actions required to authorize this Agreement and to carry out its obligations hereunder.
2. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.
3. The City knows of no law, order, rule or regulation applicable to the City that would be contravened by, or conflict with, the execution

and delivery of this Agreement and performance of the City's obligations hereunder.

## **SECTION 7. DEFAULT AND REMEDIES**

A. In the event: (i) Developer fails to comply with the terms of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes); (iii) upon the occurrence of any Event of Bankruptcy or Insolvency by Developer prior to Substantial Completion of the Public Improvements; or (iv) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within 30 days after receipt of such notice, the City may terminate this Agreement by written notice to Developer, and the City shall have no further obligation to Developer. Notwithstanding the immediately preceding sentence, if the nature of the default is such that it cannot reasonably be cured within such 30-day period and Developer has commenced the cure and is diligently pursuing action to cure the default, the cure period shall be extended for an additional thirty (30) days with the consent of the City Manager.

B. If a default shall occur and continue, after 30 days written notice to cure the default (as such cure period may be extended pursuant to the immediately preceding paragraph), the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Mansfield.

## **SECTION 8. RIGHT OF OFFSET**

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

## **SECTION 9. DETERMINATION OF ROUGH PROPORTIONALITY**

As additional consideration for the Program Payments received by Developer under this Agreement, Developer hereby agrees to donate to the City the land within the Property necessary to construct the Public Improvements; and Developer further agrees

that such land is roughly proportional to the need for such land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Public Improvements. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Public Improvements.

#### **SECTION 10. VENUE AND GOVERNING LAW**

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Mansfield, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Mansfield, Tarrant County, Texas.

#### **SECTION 11. FORCE MAJEURE**

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

#### **SECTION 12. GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE**

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

### **SECTION 13. BINDING AGREEMENT; ASSIGNMENT**

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

B. Except as hereinafter expressly provided, any assignment of Developer's obligations or its rights to receive the benefits provided under this Agreement must be in writing executed by the assignor and assignee and shall not be permitted without the express written consent of the City. Notwithstanding the immediately preceding sentence, without the City's consent, (i) Developer may assign this Agreement as may be necessary to lender(s), including the seller of the Property, providing financing to acquire the Property and/or develop the Subdivision; and (ii) without City approval Developer may assign only the rights to receive the benefits set forth in Section 4, so long as Developer remains fully obligated to perform under this Agreement. Any consent of the City required by this Section 13.B shall be evidenced by the consent of the City Manager.

### **SECTION 14. INDEMNIFICATION**

A. DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors,





employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Public Improvements.

## SECTION 15. MISCELLANEOUS MATTERS

A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Agreement Subject to Law. This Agreement is made subject to the provisions of the Mansfield Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.

C. Interpretation. This Agreement shall not be construed against the drafting party.

D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

F. Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for City, to:

City of Mansfield  
1200 E. Broad Street  
Mansfield, Texas 76063  
Attn: City Manager  
Facsimile: (817) 473-1342

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Attn: Betsy Elam  
Facsimile: (817) 332-4740

If intended for Developer, to:

c/o Hanover Property Company, LLC  
3001 Knox Street, Ste. 207  
Dallas, Texas 75205  
Attn: Richard E. LeBlanc & Ben Luedtke  
Facsimile: (214) 368-7985

With a copy to:

Andrews & Barth, PC  
8235 Douglas Avenue, Suite 1120  
Dallas, Texas 75225  
Attn: Justin K. Tonick  
Facsimile: (214) 691-3070

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

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

#### SECTION 16. EFFECTIVE DATE.

This Agreement shall become effective upon the execution of this Agreement by all parties.

EXECUTED to be effective as of the 5<sup>th</sup> day of October, 2018 by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. RE 3480-18 approved July 9, 2018.

CITY OF MANSFIELD, TEXAS

By:

  
Clayton Chandler, City Manager


ATTEST:

By:

  
Tracy B. Norr, City Secretary

APPROVED AS TO FORM AND  
LEGALITY:

By:

  
Allen Taylor, City Attorney

M3 RANCH DEVELOPMENT, INC., a  
Texas corporation

By:

  
Richard E. LeBlanc, President

tr



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3470

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Special Event

**Agenda Number:**

**Title**

Request for Special Event Permit: Volunteer Program Cookout

**Requested Action**

Approval of the Special Event Permit for the Volunteer Program Cookout.

**Recommendation**

City staff has reviewed the application and recommends the same.

**Description/History**

This event is hosted by the City of Mansfield. We will be having a cookout for MISD student volunteers following a city-wide service project. The event will be held at Katherine Rose Park, 303 N. Walnut Creek Drive.

**Justification**

n/a

**Funding Source**

n/a

**Prepared By**

Shirley Emerson, Planner  
Planning and Zoning  
817-276-4259

**Applicant:**

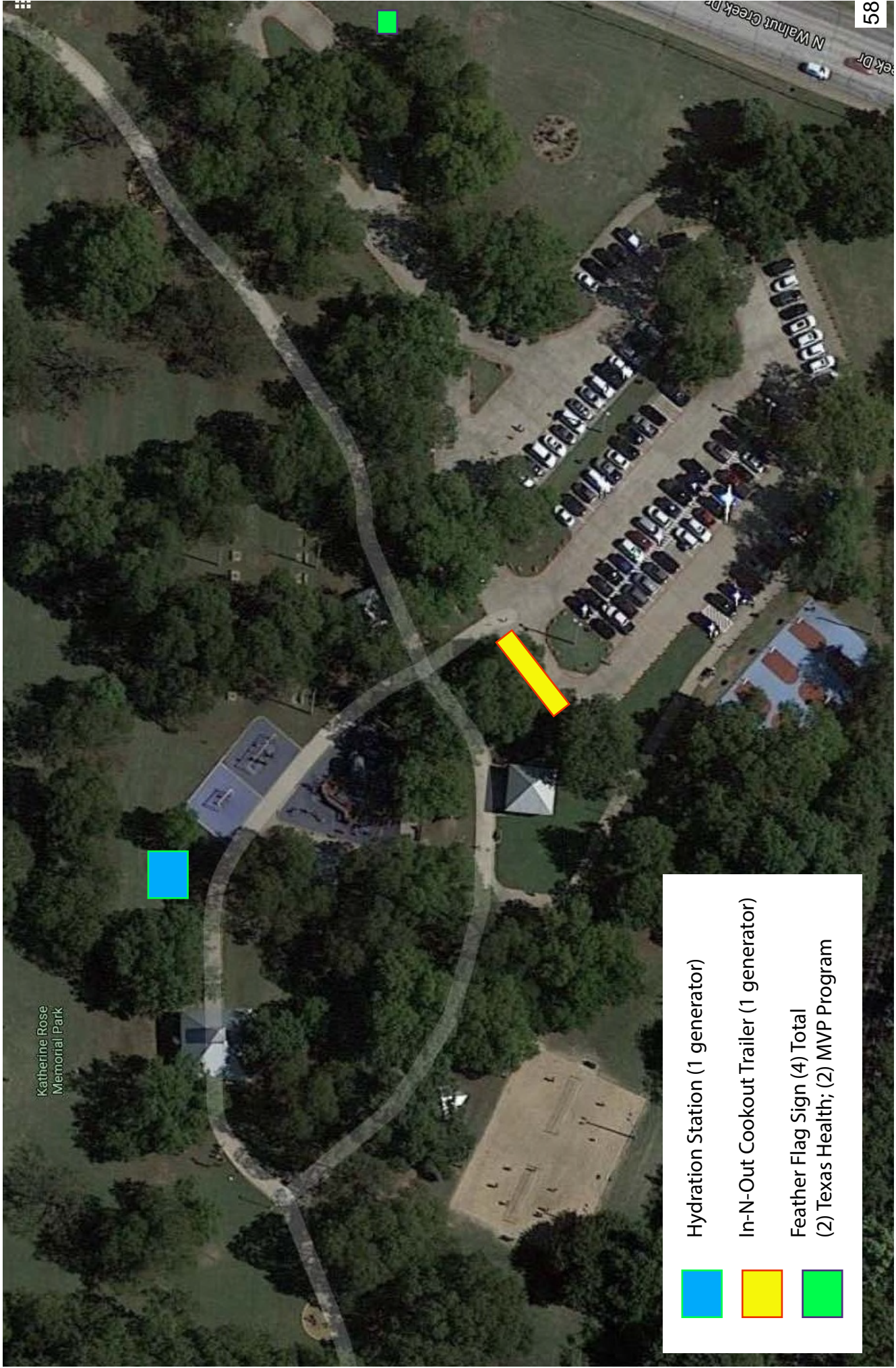
Bernadette McCranie  
817-276-4266



### Special Event Application

Organization/Group: City of Mansfield -Volunteer Program	Date: 02/18/2020
Applicant: Bernadette McCranie	
Applicant's Address: 1200 E. Broad St.	Phone No. 817-276-4266
*Will be called or emailed for more information needed and/or when the permit is ready for pick-up	Email: bernie.mccranie@mansfieldtexas.gov
Address of Event: 303 N. Walnut Creek Dr. (Katherine Rose Memorial Park)_	
Description & Activities: MISD Student Volunteer cookout following city-wide service project	
Date of Event: Thursday, March 5	Hours of Event: 9 a.m. - 3 p.m.
Public Invited or Private Party? Private Party	Estimated Number of Attendees 650
Is the event in a Mansfield Park? yes	*If yes, Insurance is required
Do you plan to Temporarily Close a Public Street? no	*If yes, Insurance is required
Is the event on Private Property other than your own? no	*If yes, signed permission is required
Will there be any new or temporary electric lines installed? no	
*If yes, a registered Electrician must obtain a permit. Indicate the line locations on the site plan.	
Will you be using generators? Yes, 2. Noted on site plan.	*If yes, show location on the site plan
Do you plan to have any Tents? No	*If yes, a separate permit is required.
Do you plan to have any pop-up canopies? 1, if necessary	
Do you plan to have any Promotional Signs? (banners, streamers, balloons) Yes	*If yes, a separate permit is required
City of Mansfield Assistance Requested:	
Barricades/ Street Closure? N/A	*If yes, show on site plan where you want to have barricades. A resident roster must be submitted for a block party.
Police/Traffic Control/Security? N/A	*If yes, attach an explanation and the name of the person you are working with
<p><b>Please Read and Include the Following Information With This Application</b></p> <ul style="list-style-type: none"> <li>For all outdoor activities, a site plan must be attached. One can be provided if requested. You need to show where all items will be located on the site plan.</li> <li>If Insurance is required, the City of Mansfield must be listed as "Additional Insured".</li> <li>All documents must be turned in at the same time. Please allow enough time for review and approval before the date of your event.</li> </ul>	
<b>Applicant's Printed Name:</b>	<b>Applicant's Signature:</b>
Bernadette McCranie	<i>Bernadette McCranie</i>





Hydration Station (1 generator)

In-N-Out Cookout Trailer (1 generator)

Feather Flag Sign (4) Total  
(2) Texas Health; (2) MVP Program





1200 East Broad Street, Mansfield, TX 76063  
[www.mansfieldtexas.gov](http://www.mansfieldtexas.gov) Fax: 817-477-1416

### Promotional Signage Display Application

<b>Installation Address:</b> Katherine Rose Memorial Park; 303 N. Walnut Creek	Suite No.:
<b>Tenant/Business:</b> Sponsorship signs for Texas Health Hospital Mansfield	
<b>Applicant*:</b> Bernadette McCranie	Phone No.: 817-276-4266
Email: <a href="mailto:bernie.mccranie@mansfieldtexas.gov">bernie.mccranie@mansfieldtexas.gov</a>	
*Will be contacted for any questions and/or when the permit is ready for pick-up	

#### Sign Company

Name: N/A to be installed by city staff	Contact Name:
Address:	City: State: Zip:
Phone No.:	Email:

#### Purpose of Sign

Special Event <input checked="" type="checkbox"/>	Sale or Promotion <input type="checkbox"/>	Grand Opening <input type="checkbox"/>	Other <input type="checkbox"/>
Date <b>Requesting*</b> Display to Begin: Thursday, March 5		*signs are not allowed to be installed until permit is issued and paid for	

#### Type of Sign (limited to a max. of one (1) inflatable sign **OR** three (3) of any other type of temporary sign per display)

Banner <input type="checkbox"/>	Quantity:	Size of Sign in Sq Ft:	Height and Width in Ft:
Inflatable* <input type="checkbox"/>	Max. 1	Height and Width in Ft:	
Wind Signs <input type="checkbox"/>	Quantity:	Height and Width in Ft.	
Other <input checked="" type="checkbox"/>	Quantity: 4	Type: Feather Flags	Size/Height: 10' x 2.5'

\*Inflatable signs shall be ground-mounted and are subject to setback regulations as outlined in Sect. 7100, K, 2, h of the Zoning Ordinance

#### Please read and Include the Following Information With This Application

**THIS PERMIT APPLICATION WILL BE AUTOMATICALLY DENIED IF ALL INFORMATION IS NOT COMPLETED/PROVIDED.**

1. **SIGN CONTENT:** For all signs, include a simple drawing, rendering, or attach a picture of the sign, showing sign content and dimensions. **List everything that you plan to put up for the promotion.**

#### 2. SITE PLAN SHOWING LOCATION OF SIGN(S):

- |  |
|--|
| A. For promotional signage affixed to the building, include a drawing of the face of the building with the sign(s). Label dimensions of building(s) and sign(s).               |
| B. For all other signs, show the sign and its relation to the building on the property and to the lot boundaries. Label distances of sign(s) from building and lot boundaries. |

3. **NOTE:** One promotional signage display, (temporary signs such as banners, search lights, pennants, spinners, balloons, streamers or any kind of wind sign) is permitted three (3) times in a calendar year, for a maximum of fourteen (14) consecutive days. A minimum of ninety (90) days is required between each display. One (1) Grand Opening display is allowed for a period of twenty-one (21) consecutive days within the first three (3) months of the date of issuance of a certificate of occupancy or business license.

**Permit Fee  
\$40**

Applicant Signature	<i>Bernadette McCranie</i>	Date: 2/14/20
Property Owner/Mgr Signature <b>*REQUIRED</b>	<i>[Signature]</i>	Date: 2-19-20

#### FOR OFFICE USE

Comments	

## Promotional Sign Content



(2) 10'x2.5' Feather Flags for Sponsor (THHM)

(2) 10'x2.5' Feather Flags for Program (MVP)

\*Signs to be installed at the entrance to Rose Park off Walnut Creek Dr.

\*Signs will only be up during the duration of the event (approx. 9 a.m. - 3 p.m.)



MVP signs will be the same size & format to that of the Texas Health. We are currently working on a horizontal version of the logo.





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3474

**Agenda Date:** 3/2/2020

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the February 24, 2020 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 February 24, 2020 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, February 24, 2020

5:00 PM

Council Chambers

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#### REGULAR MEETING AMENDED AGENDA

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

*Mayor Cook called the meeting to order at 5:03 p.m.*

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

#### RECESS INTO EXECUTIVE SESSION

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:04 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:07 p.m. Mayor Cook adjourned executive session at 7:31 p.m.*

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

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

Seek Advice of City Attorney Regarding a City's Authority to Regulate Short-Term Rentals

Seek Advice of City Attorney Regarding Project #19-06

Seek Advice of City Attorney Regarding Procedures Related to Sub-Committee Meetings  
(Addendum to Agenda)

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

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

Board Appointments: Planning and Zoning Commission

**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 #19-02

**Consider Placement or Deployment of Security Devices and/or Security Plans on Municipal Property or Facilities Pursuant to Section 551.076**

Discussion on Public Safety Security Planning

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

*Mayor Cook reconvened into regular business session at 7:40 p.m.*

**INVOCATION**

*Council Member Broseh gave the Invocation.*

**PLEDGE OF ALLEGIANCE**

*Council Member Moore led the Pledge of Allegiance.*

**TEXAS PLEDGE**

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

*Council Member Short led the Texas Pledge.*

**PRESENTATION**

Presentation to Mansfield Commission for the Arts

*Mayor Cook presented a proclamation to the Mansfield Commission for the Arts members honoring them for their commitment and service to the Mansfield community and expressed his appreciation for their service.*

Presentation of Governmental Financial Awards

*City Manager Clayton Chandler made brief comments regarding the Government Financial Awards. Deputy City Manager Peter Phillis introduced Chief Accountant Bryan Rebel, Director of Budget and Purchasing Gary Cardinale, and Assistant Director of Budget and Purchasing Jennifer Goldthwaite. Mayor Cook expressed his appreciation to the group and thanked them for their dedication to the city.*

### Presentation to Mansfield Census 2020 Complete Count Committee

*Mayor Cook presented a proclamation to the Mansfield Census 2020 Complete Count Committee members honoring them for their commitment and service to the Mansfield community and expressed his appreciation for their service.*

### Update on 2020 Census

*US Census Bureau representative Cynthia Cruz made a brief presentation on the importance for everyone in Mansfield to be counted in the 2020 Census. She provided key dates to remember and touched on the four ways available to respond. She advised there would be toll free phone assistance in 13 different languages. Ms. Cruz provided online resources already available for Mansfield residents. She provided details on what the Census will not ask for in an effort to help avoid scams and fraud. She thanked the city and the Complete Count Committee for their involvement in the 2020 Census. Ms. Cruz recognized the efforts of Director of Communications and Marketing Belinda Willis for her continued expertise on this matter.*

### **CITIZEN COMMENTS**

*Mike Minter - 809 Riviera Drive - Mr. Minter spoke in opposition of short-term rentals.*

*Carmelynn Bragiel - 1417 Danbury Drive - Ms. Bragiel spoke in opposition of short-term rentals.*

*Larry C. Bennington - 1408 Danbury Drive - Mr. Bennington spoke in opposition of short-term rentals.*

*Roger Tudor - 2705 Ursula Court - Mr. Tudor spoke in opposition of agenda item 20-3421.*

*Rose Ann Avery - 2709 Ursula Court - Ms. Avery spoke in opposition of agenda item 20-3421.*

*Mayor Cook recognized the following non-speakers:*

*David Goodwin - 904 Dayton Road - Support of agenda item 20-3465*

*Amy Brothers - 8417 FM 2738, Burleson - Support of agenda item 20-3465*

*Ann Smith - 106 N. Wisteria Street - Support of agenda item 20-3465*

*Sheri Bumgardner - 9745 CR 528, Burleson - Support of agenda item 20-3465*

*Judy Jones - 811 Riviera Drive - Opposed to short-term rentals*

*Larry Jones - 811 Riviera Drive - Opposed to short-term rentals*

*Tom Avery - 2709 Ursula Court - Opposed to agenda item 20-3421*

*Pamela Gothard - 2704 Ursula Court - Opposed to agenda item 20-3421*

*Lori Tudor - 2705 Ursula Court - Opposed to agenda item 20-3421*

*Chris Puempel - 850 N. Miller Road - Support of agenda item 20-3421*

*Stephanie Petters - 1200 Swiney Hieff Road - Support of agenda item 20-3421*

*Paula Sutton - Miller Road - Support of agenda item 20-3421*

*Paul Sutton - Miller Road - Support of agenda item 20-3421*

*Gayla Kimbrough - 850 N. Miller Road - Support of agenda item 20-3421*

## **COUNCIL ANNOUNCEMENTS**

*Council Member Leyman stated he, Mayor Pro Tem Short and Council Member Moore attended the Southeast Tarrant Regional Committee Meeting at the Arlington Board of Realtors.*

*Mayor Pro Tem Short gave a brief summary of the topics of discussion at the SETT meeting to include: autonomous vehicles, an autonomous pod transport currently being worked on by Bell Helicopter, an induction loop to allow for charging of electronic vehicles as they are driving down the road, the high speed train from Houston to Dallas, and an update of different TxDOT projects. She spoke in detail about the the southeast connector where 287 and 820 connect stating funding has been set aside for the project and construction should be starting in the summer of 2022 with a construction time frame of five to six years.*

*Council Member Lewis had no announcements.*

*Council Member Moore stated he attended the Mansfield Cares Annual Ball. He stated the Mansfield Cares Organization provides services at the Caring Place Clinic and the HIM Food Bank as well as donating millions of dollars to charitable organizations within the city. He congratulated them for another great job done this year and extended his appreciation for everything they do for the community.*

*Council Member Newsom echoed Council Member Moore's comments regarding the Mansfield Cares Annual Ball mentioning it is a great event.*

*Council Member Broseh had no announcements.*

*Mayor Cook had no announcements.*

## **SUB-COMMITTEE REPORTS**

### Public Memorials Sub-Committee Meeting Update

*Council Member Moore, as chairman of the sub-committee, gave a brief update on the sub-committee held on February 18, 2020.*

### Revitalization of Historic Downtown Mansfield Sub-Committee Meeting Update

*Council Member Newsom, as chairman of the sub-committee, gave a brief update on the sub-committee held on February 20, 2020.*

### [20-3438](#)

Minutes - Approval of the January 28, 2020 Public Memorials Sub-Committee Meeting Minutes (vote will be only by the members of the sub-committee)

**A motion was made by Council Member Moore to approve the minutes of the Public Memorials Sub-Committee meeting as presented. Seconded by Council Member Broseh. The motion CARRIED by the following vote:**

**Aye:** 3 - Larry Broseh; Terry Moore and Mike Leyman

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - David Cook; Brent Newsom; Julie Short and Casey Lewis

[20-3462](#)

Minutes - Approval of the February 10, 2020 TIF Reinvestment Zone Number Two Board of Directors Meeting Minutes (vote will be only by the members of the sub-committee)

**A motion was made by Council Member Newsom to approve the minutes of the February 10, 2020 TIF Reinvestment Zone Number Two Board of Directors meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

**Aye:** 4 - David Cook; Brent Newsom; Julie Short and Casey Lewis

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 3 - Larry Broseh; Terry Moore and Mike Leyman

## **STAFF COMMENTS**

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

Current/Future Agenda Items

*There were no staff comments.*

### **Business Services Department Report**

[20-3467](#)

Presentation of Monthly Financial Report for the Period Ending December 31, 2019

*There were no questions regarding the monthly financial.*

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

No action taken by the Council.

## **CONSENT AGENDA**

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

[19-3395](#)

Ordinance - Second Reading of an Ordinance of the City of Mansfield, Texas, Revising Chapter 111 "Peddlers and Solicitors", of the Code of Ordinances of the City of Mansfield, Texas Providing that this Ordinance Shall be Cumulative of all Ordinances; Providing a Severability Clause; Providing for a Penalty; and Providing for an Effective Date

A motion was made by Council Member Moore to approve the second reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 111 "PEDDLERS AND SOLICITORS" OF THE CITY OF MANSFIELD, TEXAS CODE OF ORDINANCES BY; AMENDING FEES; AMENDING ISSUANCE OF PERMITS; AMENDING DISPLAY OF PERMIT REQUIREMENTS; ADDING PERMIT EXPIRATION DATES; ADDING PERMIT TIME RESTRICTIONS; AND PROVIDING EXEMPTIONS TO PERMITTING; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE."

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

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

**Nay:** 0

**Abstain:** 0

20-3423

Ordinance - Third and Final Reading of an Ordinance Setting Forth the Standards of Care for the Recreation Department's Kids Zone Program for the City of Mansfield; Providing for the Operational Standards of the Administration for the Program; Providing for the Inspecting, Monitoring, and Enforcement of the Standards of Care; Providing for the Staffing Levels, Training and Responsibilities for Those Working in the Program; Providing for Facility Standards; Providing for a Cumulative Clause; Providing for a Severability Clause; Providing for an Effective Date

*City Secretary Susana Marin read the caption into the record.*

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, SETTING FORTH THE STANDARDS OF CARE FOR THE RECREATION DEPARTMENT'S KIDS ZONE PROGRAM FOR THE CITY OF MANSFIELD; PROVIDING FOR THE OPERATIONAL STANDARDS OF THE ADMINISTRATION FOR THE PROGRAM; PROVIDING FOR THE INSPECTING, MONITORING, AND ENFORCEMENT OF THE STANDARDS OF CARE; PROVIDING FOR THE STAFFING LEVELS, TRAINING AND RESPONSIBILITIES FOR THOSE WORKING IN THE PROGRAM; PROVIDING FOR FACILITY STANDARDS; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2166-20

[20-3430](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Lease of the North Main Street Water Tower to BelWave Communications; Authorizing the City Manager to Execute the Same and all Other Documents Necessary to Complete the Transaction; and Providing an Effective Date

*Susana Marin read the caption into the record.*

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

**AN ORDINANCE APPROVING A LEASE OF THE NORTH MAIN STREET WATER TOWER TO BELWAVE COMMUNICATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2167-20

[20-3431](#)

Ordinance - Third and Final Reading of an Ordinance Approving the Lease of the East Broad Water Tower to Belwave Communications; Authorizing the City Manager to Execute the Same and all Other Documents Necessary to Complete the Transaction; and Providing an Effective Date

*Susana Marin read the caption into the record.*

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

**AN ORDINANCE APPROVING THE LEASE OF THE EAST BROAD WATER TOWER TO BELWAVE COMMUNICATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0



Enactment No: OR-2168-20

[20-3466](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing an Addendum to the Service Agreement with Emergicon, LLC to Assist the Fire Department with the Collection of Ambulance Transport Fees, and Authorizing and Directing the City Manager to Execute Contract Documents

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

**A RESOLUTION TO THE CITY OF MANSFIELD, TEXAS, AUTHORIZING AN ADDENDUM TO THE SERVICE AGREEMENT WITH EMERGICON, LLC TO ASSIST THE FIRE DEPARTMENT WITH THE COLLECTION OF AMBULANCE TRANSPORT FEES, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ADDENDUM DOCUMENTS**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3633-20

[20-3454](#)

Request for Special Event Permit: Lake Ridge Band Boosters Carnival

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

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

**Nay:** 0

**Abstain:** 0

[20-3463](#)

Minutes - Approval of the February 10, 2020 Regular City Council Meeting Minutes

**A motion was made by Council Member Moore to approve the minutes of the February 10, 2020 Regular City Council Meeting as presented. Seconded by Council Member Leyman. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**END OF CONSENT AGENDA****OLD BUSINESS****20-3421**

Ordinance - Third and Final Reading of an Ordinance Approving a Change of Zoning from PD Planned Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 9.612 Acres out of the William Howard Survey, Abstract No. 690, Tarrant County, TX, Located on the East Side of Miller Road, Approximately 480 feet South of Cannon Drive; John Arnold of Skorburg Company on behalf of Paul A. & Paula Sutton, Marilyn G. Richardson, and Christopher Puempel (ZC#19-020)

*Susana Marin read the caption into the record. Director of Planning Matt Jones made a brief presentation and answered Council questions. Skorburg Company representative Adam Buczek made a brief presentation and answered Council questions. Windsor Homes representative Rochelle Lalas answered Council questions.*

**A motion was made by Council Member Lewis to approve the following ordinance moving forward with option B with the following modifications: adding the extra lot requested by the developer with a 20 ft. garage setback; brick front porches; the HOA will maintain the front yard of all the 40 ft. product; the HOA to install security cameras for the alley way; all homes on the 50 and 60 sq. ft. lots will be 2,400 sq. ft. minimum; eight (8) of the 40 ft. product which can be as small as 1,800 sq. ft. with the remainder of the 40 sq. ft. lots being a minimum of 2,200 sq. ft.; the eight ft. (8) board on board fence along the southern edge of the property be replaced by the developer with the rail side facing the developer side and the pretty side of the fence facing the Ursula Court side:**

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

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

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

**Aye:** 4 - David Cook; Brent Newsom; Julie Short and Casey Lewis

**Nay:** 3 - Larry Broseh; Terry Moore and Mike Leyman

**Abstain:** 0

Enactment No: OR-2169-20

[20-3448](#)

Resolution - A Resolution of the City of Mansfield, Texas Awarding a Contract for Architectural Services for the Police Headquarters

**A motion was made by Council Member Lewis to table this agenda item until such time staff places this item back on the agenda. Seconded by Council Member Newsom. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

### **PUBLIC HEARING AND RESOLUTION**

[20-3464](#)

Resolution - Public Hearing and Resolution Approving and Endorsing the 2020 (46th year) Community Development Block Grant Project for Lake St. (Pond St. to Tarrant St.)

*Director of Public Work Bart VanAmburgh made brief comments. Mayor Cook opened the public hearing at 9:50 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 9:50 p.m.*

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

**A RESOLUTION APPROVING AND ENDORSING THE 2020 (46TH YEAR) COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE CITY OF MANSFIELD, TEXAS**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3634-20

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

[20-3442](#)

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Changing the Speed Limits on the US Hwy 287 Northbound and Southbound Frontage Roads from 40 MPH to 45

*Bart VanAmburgh made brief comments. Mayor Cook continued the public hearing at 9:51 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 9:51 p.m.*

**A motion was made by Council Member Broseh to approve the second reading of "AN ORDINANCE AMENDING CHAPTER 73, OF THE TRAFFIC CODE OF**

ORDINANCES, CITY OF MANSFIELD, TEXAS, PURSUANT TO SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE CONCERNING THE AUTHORITY TO ALTER SPEED LIMITS ON SPECIFIC STREETS AND HIGHWAYS BEING AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, REGULATING SPEED LIMITS ON HIGHWAYS AND ROADWAYS, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MANSFIELD AS SET OUT IN THE ORDINANCE: REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SERVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF AN EFFECTIVE DATE; AND PROVIDING A PENALTY." Seconded by Council Member Moore. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

## **NEW BUSINESS**

### **20-3434**

#### Discussion and Possible Action Regarding Short Term Rentals

*Council Member Moore made brief comments regarding his intent to have this item placed on the agenda. Mayor Pro Tem Short gave her support for this item to be placed on the agenda and asked for City Attorney Allen Taylor to touch on what a city can do to regulate short-term rentals. Allen gave a brief overview of the city's limitation and how the courts have ruled on cases related to short-term rentals. Allen advised that any resident can report an issue to the Police Department and Code Compliance personnel so they may follow up and ensure codes are enforced and nuisance is abated.*

### **20-3465**

#### Discussion and Possible Action Regarding Downtown Mansfield Re-Lighting Project

*Council Member Newsom made brief comments regarding his intent to have this item placed on the agenda.*

**A motion was made by Mayor Cook to approve the Downtown Mansfield Re-Lighting project; for funding to contain the \$20,000 previously allocated from Hotel/Motel Funds and the remainder from the general fund; and for staff to work out the details as far as insurance and liability, etc. Seconded by Mayor Pro Tem Short. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

## **ADJOURN**

**A motion was made by Council Member Newsom to adjourn the meeting at**

**10:15 p.m. Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

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ATTEST: David L. Cook, Mayor

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Susana Marin, City Secretary