



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, April 13, 2020

7:00 PM

Council Chambers

REGULAR MEETING

Citizen comments and public hearing comments for this meeting may be submitted through the city's website www.mansfieldtexas.gov or by sending an email to susana.marin@mansfieldtexas.gov. All comments must be submitted by 7:00 p.m., Monday, April 13, 2020. Comments received will be read into the record by the Mayor or the City Secretary. Should you desire to speak, a member of staff will call you from 817-728-3300. You will be placed on speaker phone and asked to state your name, address and you may proceed with your comments. Comments are limited to five minutes. The protocol will be the same should you wish to speak on a public hearing agenda item.

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

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

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

CITIZEN COMMENTS

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.

COUNCIL ANNOUNCEMENTS

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.

City Manager Report or Authorized Representative

Current/Future Agenda Items

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

[20-3472](#)

Ordinance - Third and Final Reading of an Ordinance Approving an Agricultural Lease with Mathis Farm, LLC; Authorizing the City Manager to Execute the Same and All Other Documents Necessary to Complete the Transaction; and Providing an Effective Date

Presenters: Shelly Lanners

Attachments: [Ordinance](#)

[20-3500](#)

Ordinance - Third and Final Reading of an Ordinance Approving the Conveyance of an Easement and Right of Way to Oncor Electric Delivery Company Llc for the Construction Maintenance and Operation of Electric Supply and Communications Facilities

Presenters: Joe Smolinski

Attachments: [Ordinance](#)

[Exhibit A](#)

[20-3509](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the First Amendment to Tax Abatement Agreement Between the City of Mansfield, Texas and RMA HOLDINGS, LLC; Authorizing the Mayor to Execute Said Agreement; and Providing an Effective Date

Presenters: Peter Phillis and Richard Nevins

Attachments: [Resolution](#)

[First Amended Tax Abatement](#)

[20-3532](#)

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from Firehouse Subs Safety Foundation Program to Purchase Mass Casualty/Active Shooter Response Kits for the Police Department

Presenters: Clayton Chandler and Tracy Aaron

Attachments: [Resolution](#)

[20-3534](#)

Resolution - A Resolution Awarding Eighteen Month Renewable Contracts to the Lowest and Best Bids for the Individual Supply of Nine Different Water Treatment Chemicals for the Bud Ervin Water Treatment Plant

Presenters: Joe Smolinski and Jeff Price

Attachments: [Resolution](#)

[2020 Chemical Bid Tab](#)

[20-3518](#)

Minutes - Approval of the March 23, 2020 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [3-23-20 DRAFT Meeting Minutes](#)

[20-3519](#)

Minutes - Approval of the March 31, 2020 Special City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [3-31-20 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

[20-3513](#)

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning From SF-8.4/16, Single-Family Residential District to PD, Planned Development District for Professional and Medical Office Uses, Botique Retail Shops and Artist Studio Uses on Approximately 0.376 Acres Known as a Portion of Block 10, Original Town of Mansfield, Located at 310 East Broad Street; Ernst Realty Investment (ZC#20-003)

Presenters: Joe Smolinski, Matt Jones and Andrew Bogda

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A](#)

[Exhibit B](#)

[Applicant Presentation to City Council 4-13-20](#)

[Staff Presentation to City Council 4-13-20](#)

PUBLIC HEARING CONTINUATION AND SECOND READING

[20-3483](#)

Ordinance - Third and Final Reading of an Ordinance Approving a Historic Landmark Overlay District Classification for the Ralph S. Man Homestead Located at 604 W. Broad Street; Art Wright, City Historic Preservation Officer, on Behalf of the City of Mansfield, Property Owner (ZC#20-002)

Presenters: Joe Smolinski, Matt Jones and Art Wright

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A](#)

[Master Plan Map](#)

[Photographs of Man Homestead](#)

PUBLIC HEARING AND THIRD AND FINAL READING

[20-3412](#)

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

Presenters: Clayton Chandler and Richard Nevins

Attachments: [Ordinance](#)

NEW BUSINESS

[20-3508](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Straumann Manufacturing, Inc.; Authorizing the Mayor and MEDC President to Execute Said Agreement; and Providing an Effective Date

Presenters: Peter Phillis and Richard Nevins

Attachments: [Resolution](#)

[Economic Development Agreement with Exhibits](#)

[20-3536](#)

Discuss, Consider, and Approve a Resolution Continuing Mayor Cook's Declaration of Public Health Emergency

Presenters: City Council

ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the April 13, 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, April 9, 2020 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

DATE OF POSTING: _____ TIME: _____ am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 20-3472

Agenda Date: 4/27/2020

Version: 3

Status: Third and Final Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - Third and Final Reading of an Ordinance Approving an Agricultural Lease with Mathis Farm, LLC; Authorizing the City Manager to Execute the Same and All Other Documents Necessary to Complete the Transaction; and Providing an Effective Date

Requested Action

Consider Approving Ordinance

Recommendation

Approve Ordinance

Description/History

In January of 2019, the City of Mansfield, Texas City Council approved the purchase of approximately 137.84 acres of undeveloped land for future park development. The City closed on the sale of the property on April 23, 2019.

Justification

The acquisition of this land will allow for future community park development in the southwest quadrant of Mansfield. However, the development of the park will be in the future, and Mathis Farm, LLC has farmed this land for the previous owners for several years. Mr. Mathis would like to continue leasing and farming the land until the City is ready to develop it into a park. By allowing Mr. Mathis to continue to the farm the land, it will help the City maintain the property without the City spending the money to man and maintain it.

Funding Source

N/A

Prepared By

Bernadette McCranie, Special Projects Manager
bernadette.mccranie@mansfieldtexas.gov
817-276-4266

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGRICULTURAL LEASE WITH MATHIS FARM, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has agreed to lease the Premises (as defined in the attached Agricultural Lease, hereafter the "Lease Agreement") to Mathis Farm, LLC on the terms and conditions set forth in the attached Lease Agreement; and

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

SECTION 1

The City approves the Lease Agreement, attached hereto as Exhibit A.

SECTION 2

Pursuant to Section 3.13 of the City's Charter, the City authorizes the lease of the Premises in accordance with the Lease Agreement.

SECTION 3

The City Manager or designee of the City of Mansfield, Texas, is hereby authorized and empowered to execute the Lease Agreement and all other documents necessary to complete the transaction.

SECTION 4

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

First reading approved on the _____ day of _____, 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



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 20-3500

Agenda Date: 4/27/2020

Version: 3

Status: Third and Final Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - Third and Final Reading of an Ordinance Approving the Conveyance of an Easement and Right of Way to Oncor Electric Delivery Company Llc for the Construction Maintenance and Operation of Electric Supply and Communications Facilities

Requested Action

Consider the ordinance authorizing the conveyance of an easement and right of way to Oncor Electric Delivery Company for operation and maintenance.

Recommendation

Utility Staff recommends approval of the ordinance.

Description/History

The City is in the process of constructing the Clearwell #4 and Lower Pressure Plane Improvements project at the Bud Ervin Water Treatment Plant. This project includes the rehabilitation of the lower pressure plane mechanical and controls equipment along with the addition of a 500 horsepower water pump. This project necessitates an upgrade from a 750 - 2000 KVA transformer.

Justification

This ordinance dedicates the necessary easement as described in Exhibit A to Oncor Electric Company for the new transformer and transmission line required for the project.

Funding Source

Funds are incorporated in the Clearwell #4 project as bid item #8 awarded to Felix Construction Company in June of 2019.

Prepared By

Jeff Price, Director of Utilities
817-728-3602

ORDINANCE NO _____

**AN ORDINANCE APPROVING THE CONVEYANCE AN EASEMENT
AND RIGHT OF WAY TO ONCOR ELECTRICT DELIVERY COMPANY
LLC FOR THE CONSTRUCTION MAINTENANCE AND OPERATION
OF ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES.**

WHEREAS, the City of Mansfield (“City”) is the owner of certain real property interests, including fee simple title to that certain 0.063 acre tract of property described in Exhibit A (collectively, the “Property”); and

WHEREAS, the Property is a portion of the property where the City operates the Bud Irving Water Treatment Plant; and

WHEREAS, the City needs to increase the electric capacity to the Lower Pressure Plane Pump System at the water treatment plant; and

WHEREAS, the City Council desires to convey an easement and right of way to Oncor Electric Delivery Company LLC for the use of the Property for the construction, maintenance and operation of electric supply and communications facilities to serve the water treatment plant.

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

SECTION 1.

The City, pursuant to Section 3.13 of the City’s Charter, authorizes the conveyance of an easement and right of way as described in Exhibit A to Oncor Electric Delivery Company LLC.

SECTION 2.

The City Manager of the City of Mansfield, Texas, is hereby authorized and empowered to execute all documents necessary to complete the conveyance of the Property.

SECTION 3.

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

First reading approved on the _____ day of _____, 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

Allen Taylor, City Attorney

**LEGAL DESCRIPTION
ONCOR ELECTRIC DELIVERY COMPANY EASEMENT**

BEING 0.063 acre of land located in the F.B. WADDELL SURVEY, Abstract No. 1658, Mansfield, Tarrant County, Texas, and being a portion of the tracts of land conveyed to the City of Mansfield, by the deeds recorded in Volume 4091, Page 16, and Volume 12992, Page 62, of the Deed Records of Tarrant County, Texas. Said 0.063 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Southeast boundary line of said City of Mansfield Tract, recorded in Volume 12992, Page 62, of the Deed Records of Tarrant County, Texas, at a point N 60° 12' 36" E 3.12 feet, from the South corner of said City of Mansfield Tract;

THENCE N 29° 47' 24" W 10.00 feet, to a point;

THENCE N 60° 12' 36" E 84.73 feet, to a point;

THENCE N 53° 28' 43" E 65.50 feet, to a point;

THENCE N 59° 19' 38" E 60.69 feet, to a point;

THENCE N 30° 40' 22" W 22.50 feet, to a point;

THENCE N 59° 19' 38" E 20.00 feet, to a point;

THENCE S 30° 40' 22" E 32.50 feet, to a point;

THENCE S 59° 19' 38" W 80.18 feet, to a point;

THENCE S 53° 28' 43" W 65.58 feet, to a point in the Southeast boundary line of said City of Mansfield Tract, recorded in Volume 4091, Page 16, of the Deed Records of Tarrant County, Texas;

THENCE S 60° 12' 36" W 85.32 feet, along the Southeast boundary line of said City of Mansfield Tracts, to the POINT OF BEGINNING containing 0.063 acre (2,760 square feet) of land.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 20-3509

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the First Amendment to Tax Abatement Agreement Between the City of Mansfield, Texas and RMA HOLDINGS, LLC; Authorizing the Mayor to Execute Said Agreement; and Providing an Effective Date

Requested Action

Consider approval of the Amended Tax Abatement Agreement with RMA Holdings, Inc

Recommendation

Approval of the Amended Tax Abatement Agreement with RMA Holdings, Inc

Description/History

On October 10, 2016, RMA Holdings, LLC, also known as AM-C Warehouse, entered into a 10 year, 50% tax abatement agreement with the City of Mansfield. The abatement period was to begin January 1st of the year following completion of Phase One. Phase One was completed in 2018, so the abatement period should have commenced on January 1, 2019.

In order to receive the abatement, RMA was required to submit an exemption application to the Johnson County Appraisal District no later than April 30th of the year for which the company is seeking the abatement. RMA was unaware of this process and did not submit the application. Therefore, they are asking for an amendment to the tax abatement agreement allowing the first year to commence beginning January 1, 2020 rather than 2019.

Justification

RMA has already completed the first two phases of a total \$67 million capital investment that will create at least 110 new jobs.

Funding Source

N/A

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS AND RMA HOLDINGS, LLC; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed First Amendment to Tax Abatement Agreement between the City of Mansfield and RMA Holdings, LLC (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and the Mayor shall be authorized to execute on behalf of the City.

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

SECTION 1.

The Agreement attached hereto as Exhibit "A" is found to be in the best interest of the City of Mansfield and is approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement, and all other documents in connection therewith, on behalf of the City.

SECTION 3.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2020

Mayor David L Cook

ATTEST:

City Secretary

EXHIBIT “A”
First Amendment to Tax Abatement Agreement

FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF MANSFIELD, TEXAS, AND
RMA HOLDINGS, LLC

This First Amendment to Tax Abatement Agreement (“Amendment”) is entered into by and between the City of Mansfield, Texas, a Texas home rule municipality (“City”), and RMA Holdings, LLC a limited Texas liability company (“RMA”). City and RMA are sometimes hereafter referred to individually as a “party” and collectively as the “parties”.

W I T N E S S E T H:

WHEREAS, on October 10, 2016, the parties entered into that Tax Abatement Agreement Between the City of Mansfield, Texas and RMA Holdings, LLC (attached hereto as Exhibit “A” and hereafter referred to as the “Agreement”); and

WHEREAS, the Tax Abatement Period within the Agreement commences on January 1 of the year following the issuance of a Certificate of Occupancy for Phase I of the Facility and expires on the tenth year thereafter; and

WHEREAS, the parties now desire to amend the Tax Abatement Period so that it commences on January 1, 2020; and

WHEREAS, RMA has not yet received an abatement of taxes under the Agreement and amending the Agreement to change the Tax Abatement Period will not result in tax abatement for a period exceeding 10 years; and

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:

1. Amendments to the Agreement. City and RMA agree that, effective from and after the execution of this Amendment, the Agreement is modified and amended as follows:

A. The Definition of “Tax Abatement Period” in Section 3 of the Agreement is hereby amended to read as follows:

Tax Abatement Period. “Tax Abatement Period” means the period, in years, during which the Property is entitled to tax abatement pursuant to the Agreement. The Tax Abatement Period shall commence on January 1, 2020 and said period shall expire on the last day of the tenth (10th) calendar year thereafter.

B. Section 5(A)(1) of the Agreement is hereby amended to read as follows:

(1) Term. The Tax Abatement Period shall be ten (10) years beginning on January 1, 2020.

2. Effect of Amendment. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

CITY OF MANSFIELD, TEXAS

David Cook, Mayor

Date: _____

ATTEST:

Susana Marin, City Secretary

RMA HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by David Cook, Mayor of the City of Mansfield, Texas, a Texas home rule municipality, on behalf
of said City.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, the _____, of
RMA Holdings, LLC, a Texas limited liability company.

Notary Public, State of Texas

Exhibit A

**TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF MANSFIELD, TEXAS, AND
RMA HOLDINGS, LLC**



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3532

Agenda Date: 4/13/2020

Version: 2

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from Firehouse Subs Safety Foundation Program to Purchase Mass Casualty/Active Shooter Response Kits for the Police Department

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

The mission of the Firehouse Subs Public Safety Foundation program is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations.

Justification

N/A

Funding Source

Reimbursement by the Firehouse Subs Public Safety Foundation Program.

Prepared By

Adam Cellars, Lieutenant
for
Tracy Aaron, Chief of Police

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM FIREHOUSE SUBS TO PURCHASE MASS CASUALTY/ACTIVE SHOOTER RESPONSE KITS FOR THE POLICE DEPARTMENT. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$6,500 AND DOES NOT REQUIRE A MATCH.

WHEREAS, the City of Mansfield and the police department is a unit of local government that meets the criteria established by Firehouse Subs to apply for and receive grant funds under this program; and,

WHEREAS, the City of Mansfield and the police department is seeking an amount not to exceed \$6,500 in grant program funding with no match required; and,

WHEREAS, the City of Mansfield and the police department agrees to comply with all program rules as set out in the grant program guidelines; and,

WHEREAS, the City of Mansfield agrees that in the event of loss or misuse of the Firehouse Subs grant program funds, the City of Mansfield assures that the funds will be returned to Firehouse Subs in full; and,

WHEREAS, the City of Mansfield designates Clayton W. Chandler (City Manager) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and,

WHEREAS, the City Council desires to ratify and authorize the City Manager and the police department to make application, receive and expend the above mentioned grant allocation, if awarded.

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

SECTION 1.

1. The City Manager or designee is authorized to execute all documents and make application for obtaining state funds from Firehouse Subs in FY20 to be used to purchase mass casualty/active shooter response kits.
2. The City Manager or designee is authorized to receive and expend the grant funding, if awarded, by the State of Texas for this grant program.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2020.

ATTEST:

David L. Cook, Mayor

City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3534

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Awarding Eighteen Month Renewable Contracts to the Lowest and Best Bids for the Individual Supply of Nine Different Water Treatment Chemicals for the Bud Ervin Water Treatment Plant

Requested Action

Consider the attached resolution authorizing a one-year renewable option contract for nine individual water treatment chemicals.

Recommendation

Staff recommends approval.

Description/History

The invitation to bid was advertised in the Fort Worth Star Telegram, posted on the City of Mansfield website, and bid packets were e-mailed to known suppliers and companies that requested them. Chemicals advertised and recommended for award with this resolution are citric acid, hydrochloric acid, hydrofluorosilicic acid, hydrogen peroxide, liquid ammonium sulfate, liquid chlorine, liquid poly aluminum chloride, sodium chloride, and sodium hydroxide.

Justification

The TCEQ requires that public water systems meet stringent water quality standards to protect public health. All nine chemicals bid will be utilized at the Bud Ervin Water Treatment Plant in various processes to meet or exceed all water quality standards.

Funding Source

Utility Fund FY-2020, FY-2021 Operating Budget

Prepared By

Jeff Price Director, Water Utilities
817-728-3602

RESOLUTION NO. _____

A RESOLUTION AWARDING EIGHTEEN MONTH
RENEWABLE CONTRACTS TO THE LOWEST AND BEST
BID FOR THE INDIVIDUAL SUPPLY OF NINE DIFFERENT
WATER TREATMENT CHEMICALS, FOR THE BUD ERVIN
WATER TREATMENT PLANT.

WHEREAS, the City of Mansfield, Texas, has publicly advertised for and requested competitive bids for the supply of citric acid, hydrochloric acid, hydrofluorosilicic acid, hydrogen peroxide, liquid ammonium sulfate, liquid chlorine, liquid poly aluminum chloride, sodium chloride, and sodium hydroxide to be used for drinking water treatment; and,

WHEREAS, the expenditure of the funds stated herein has been incorporated into the FY-2020, Utility Fund Operating Budget of the City of Mansfield; and,

WHEREAS, the funds stated herein shall be incorporated into the FY-2021, Utility Fund Operating Budget of the City of Mansfield; and,

WHEREAS, after review and consideration of all bids received, it is the recommendation of staff and determination of City Council that the "best bid" is as listed in sections 1 through 9; and,

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

SECTION 1.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of totes of citric acid from Shannon Chemical for a bid price not to exceed \$1,582.00 (one thousand five hundred eighty-two dollars and no cents) per wet ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrochloric acid from Brenntag Southwest, Inc. for a bid price not to exceed \$184.00 (one hundred eighty-four dollars and no cents) per ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 3.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrofluosilicic acid (fluoride) from Pencco, Inc. for a bid price not to exceed \$399.00 (three hundred ninety-nine dollars and no cents) per wet ton delivered for the first eighteen-month period of the contract. Thereafter, the

contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 4.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrogen peroxide from Brenntag Southwest, Inc. for a bid price not to exceed \$505.00 (five hundred five dollars and no cents) per ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 5.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of LAS from Chameleon Industrials, Inc. for a bid price not to exceed \$188.00 (one hundred eighty-eight dollars and no cents) per ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 6.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of one-ton containers of chlorine from DPC Industries, Inc. for a bid price not to exceed \$760.00 (seven hundred sixty dollars and no cents) per ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 7.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of liquid poly-aluminum chloride (PAC) from Chemtrade for a bid price not to exceed \$384.00 (three hundred eighty-four dollars and no cents) per wet ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 8.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truck loads of sodium chloride (salt) from Brenntag Southwest Inc. for a bid price not to exceed \$230.22 (two hundred thirty dollars and twenty-two cents) per dry ton delivered for the first eighteen month period of the contract. Thereafter, the contract may be renewed for up to four twelve month periods under the same terms and conditions.

SECTION 9.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of caustic soda from Brenntag Southwest, Inc. for a bid price not to exceed \$218.50 (two hundred eighteen dollars and fifty cents) per ton delivered for the first eighteen-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

PASSED AND APPROVED this the 13th day of April 2020.

David Cook, Mayor

ATTEST:

Susana Marin, City Secretary

BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2020-25-01

Project: Water Treatment Chemical Bids

Date: 2/27/2020 @ 2:00 p.m.

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Shrieve Chemical	Conflict of Interest	<input type="checkbox"/> Yes	50% caustic soda \$278 wet ton	
1755 Woodstead Ct	No Addendum			Received 2/25/20 @ 11:34 a.m.
The Woodlands, TX 77380	No Exceptions NSF 60	<input type="checkbox"/> No		
Muni Team Univar USA	Conflict of Interest	<input type="checkbox"/> Yes	50% caustic soda \$570 wet ton	
8201 S 212th Street	No Addendum		hydrofluosilicic acid \$400 wet ton	Received 2/26/20 @ 8:51 a.m.
Kent, WA 98032	No Exceptions NSF 60	<input type="checkbox"/> No		
Sterling Water Technologies LL	Conflict of Interest	<input type="checkbox"/> Yes	liquid ammonium sulfate \$349.9494 wet ton	
3015 State Rd	No Addendum	<input type="checkbox"/> No		Received 2/26/20 @ 8:51 a.m.
Croydon, PA 19021	No Exceptions NSF 60			
Geo Specialty Chemicals	Conflict of Interest	<input type="checkbox"/> Yes	PACI UltraFloc 1012 \$440 wet ton	
9213 Arch Street Pike	Addendum			Received 2/26/20 @ 10:12 a.m.
Little Rock, AR 72206	No Exceptions NSF 60	<input type="checkbox"/> No		
Pencoco, Inc.	Conflict of Interest	<input type="checkbox"/> Yes	hydrofluosilicic acid \$399 wet ton	
831 Bartlett Rd	Addendum	<input type="checkbox"/> No		Received 2/26/20 @ 10:13 a.m.
Sealy, TX 77474	No Exceptions NSF 60			
Moneke Gibbs m- USP Technologies	Conflict of Interest	<input type="checkbox"/> Yes	hydrogen peroxide \$991 wet ton	
1375 Peachtree St NE, STE 300N	Addendum	<input type="checkbox"/> No		Received 2/26/20 @ 10:14 a.m.
Atlanta, GA 30309	Exceptions (USP's standard terms and conditions) NSF 60			
Chemtrade	Conflict of Interest	<input type="checkbox"/> Yes	PACI Hyperion 1030 \$349 wet ton	
90 East Halsey Rd	Addendum		PACI Hyperion 1090 \$384 wet ton	Received 2/26/20 @ 10:14 a.m.
Parsippany, NJ 07054	No Exceptions NSF 60	<input type="checkbox"/> No	liquid ammonium sulfate \$207 wet ton	
Shannon Chemical	Conflict of Interest	<input type="checkbox"/> Yes	50 % citric acid \$1,582 wet ton	
602 Jeffers Circle 116	Addendum	<input type="checkbox"/> No	hydrofluosilicic acid \$595.39 wet ton	Received 2/26/20 @ 10:14 a.m.
Exton, PA 19341	No Exceptions NSF 60			

DPC Industries Inc.	Conflict of Interest Exception (Cl ₂) NSF 60	<input type="checkbox"/> Yes	50% sodium hydroxide \$275.40 wet ton	
PO Box 59			liquid chlorine \$760 ton	Received 2/26/20 @ 2:59 p.m.
Cleburne, TX 76033		<input type="checkbox"/> No	• Rental: \$50/ton/month onsite	
Nick Hughes - Gulbrandsen Manufacturing	Conflict of Interest Addendum No Exceptions NSF 60	<input type="checkbox"/> Yes	PACI (ACH) GC 850 \$449 wet ton	
183 Gulbrandsen Rd				Received 2/27/20 @ 8:11 a.m.
Orangeburg, SC 29118		<input type="checkbox"/> No		
Brenntag Southwest, Inc.	Conflict of Interest Addendum No Exceptions NSF 60	<input type="checkbox"/> Yes	PACI \$424.57 wet ton	
4205 Hwy 75			50% sodium hydroxide \$218.50 wet ton	Received 2/27/20 @ 8:42 a.m.
St Gabriel, LA 70776		<input type="checkbox"/> No	liquid ammonium sulfate \$220.35 wet ton	
			15% hydrochloric acid \$184 wet ton	
			50% hydrogen peroxide \$505 wet ton	
			liquid chlorine \$800 ton	
			50% citric acid \$1,660 wet ton	
			sodium chloride \$230.22 dry ton	
Olin Chlor - Alkali P & V LT	Conflict of Interest Addendum No Exceptions NSF 60	<input type="checkbox"/> Yes	50% sodium hydroxide \$308.55 wet ton	
1001 31st St				Received 2/27/20 @ 11:19 a.m.
Downers Grove, IL 60515		<input type="checkbox"/> No		
Chameleon Industrials Inc.	Conflict of Interest Addendum No Exceptions NSF 60	<input type="checkbox"/> Yes	liquid ammonium sulfate \$188 wet ton	
PO Box 853027				Received 2/25/20 @ 1:33 p.m.
Mesquite, TX 75185		<input type="checkbox"/> No		



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3518

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the March 23, 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 March 23, 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

Monday, March 23, 2020

5:00 PM

Council Chambers

REGULAR MEETING

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

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

Mayor Cook advised the public that they could address the Council by submitting an online speaker card through the city's website or by direct email to City Secretary Susana Marin.

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

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:08 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:08 p.m. Mayor Cook recessed executive session at 5:28 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 Relating to Emergency Policy, Procedures, and Protocols for City Personnel and Facilities During the Coronavirus Emergency

Seek Advice of City Attorney Regarding Governor's Proclamation Allowing New Election Schedule

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

Personnel Matters Pursuant to Section 551.074

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

Economic Development Project #19-02

Economic Development Project #20-02

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

Mayor Cook reconvened into regular business session at 7:13 p.m.

INVOCATION

Mayor Pro Tem Short 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 Lewis led the Texas Pledge.

Mayor Cook advised the public that they could address the Council by submitting an online speaker card through the city's website or by direct email to City Secretary Susana Marin. He asked that comments be submitted as quickly as possible. He noted the setup of the Council Chambers due to social distancing. He encouraged the community to stay home and to only go out for essential business. He commended the community as a whole for helping others and asked them to follow the guidelines/orders in place. He stated the Council and city staff will do everything they can keep residents safe.

PRESENTATION

Presentation of the Comprehensive Annual Financial Report

City Manager Clayton Chandler made brief comments. Deputy City Manager Peter Phillis presented the Council with the Comprehensive Annual Financial Report and answered Council questions.

CITIZEN COMMENTS

Mayor Cook advised

The following citizen comments were received through the Public Meeting Online Speaker Card:

Brandon Loreda - 140 Thousand Oaks - Mr. Loreda asked the Council to consider shutting down the town due to COVID-19.

Catherine LaBrenz - 4201 Lone Oak Drive - Ms. LaBrenz stated she supported a shelter in place order due to the number of increasing cases and lack of compliance with previously issued guidelines.

Michael Orr - 200 Juniper Street - Mr. Orr expressed his thanks to all first responders, health care workers and government officials of the city during this health crisis.

COUNCIL ANNOUNCEMENTS

Council Member Leyman had no announcements.

Mayor Pro Tem Short had no announcements.

Council Member Lewis encouraged everyone to stay home if they could.

Council Member Moore encouraged everyone to be safe.

Council Member Broseh had no announcements.

Mayor Cook had no announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

Business Services Department Report

[20-3501](#)

Presentation of Monthly Financial Report for the Period Ending January 31, 2020

There were no questions regarding the monthly financial.

SUB-COMMITTEE REPORTS

[20-3475](#)

Minutes - Approval of the February 20, 2020 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting Minutes (vote will be only by the members of the sub-committee)

Council Member Newsom as Chairman of the Sub-Committee gave a brief update on the discussion held during the sub-committee meeting.

A motion was made by Council Member Newsom to approve the minutes of the February 20, 2020 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting as presented. Seconded by Council Member Lewis.

The motion **CARRIED** by the following vote:

Aye: 3 - David Cook; Brent Newsom and Casey Lewis

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Terry Moore; Julie Short and Mike Leyman

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action taken by the Council.

CONSENT AGENDA

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

20-3498

Resolution - A Resolution Authorizing a Change Order for the Miscellaneous Concrete Rebuilds Project with Reliable Paving, Inc. to Add Reconstruction of 400 Feet of Yarmouth Lane and Authorizing Additional Funding for an Amount Not to Exceed \$122,500.00 (Street Bond Fund)

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

A RESOLUTION AUTHORIZING A CHANGE ORDER TO RECONSTRUCT 400 FEET OF YARMOUTH LANE AND PROVIDING ADDITIONAL FUNDS FOR THE MISCELLANEOUS CONCRETE REBUILDS PROJECT WITH RELIABLE PAVING, INC.

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3637-20

20-3499

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Criminal Justice Division (CJD) of the Governor's office of the State of Texas to Upgrade the In-Car Video Equipment of the Following Police Divisions: Patrol, Traffic, Support Services, Commercial Vehicle Enforcement, and Community Resource

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

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE CRIMINAL JUSTICE DIVISION (CJD) OF THE GOVERNOR'S OFFICE OF TEXAS TO UPGRADE THE IN-CAR VIDEO EQUIPMENT OF POLICE DEPARTMENT UNITS. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$100,000 AND DOES NOT REQUIRE A MATCH

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3638-20

[20-3505](#)

Resolution - A Resolution Approving and Authorizing the City Manager to Execute the Third Amendment to the 380 and Development Agreement Between the City, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number Two, and Main Street Mansfield Lofts LLC and Providing an Effective Date

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE 3RD AMENDMENT TO THE 380 AND DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS TO PROPERTY WITHIN REINVESTMENT ZONE NUMBER TWO BETWEEN THE CITY, THE BOARD OF DIRECTORS OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO AND MAIN STREET LOFTS LP AND PROVIDING AN EFFECTIVE DATE

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3639-20

[20-3484](#)

Minutes - Approval of the March 2, 2020 Regular City Council Meeting Minutes

A motion was made by Council Member Newsom to approve the minutes of the March 2, 2020 Regular City Council Meeting as presented. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[20-3496](#)

Request for Special Event Permit: Fabulous Faith 5K and Fun Run

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

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

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

[20-3483](#)

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Historic Landmark Overlay District Classification for the Ralph S. Man Homestead Located at 604 W. Broad Street; Art Wright, City Historic Preservation Officer, on Behalf of the City of Mansfield, Property Owner (ZC#20-002)

Susana Marin read the caption into the record. Deputy City Manager Joe Smolinski made brief comments. Mayor Cook opened the public hearing at 7:34 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 7:34 p.m.

A motion was made by Council Member Lewis to approve the first reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO GRANT A HISTORIC LANDMARK OVERLAY DISTRICT CLASSIFICATION FOR THE RALPH S. MAN HOMESTEAD LOCATED AT 604 W. BROAD STREET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member 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

NEW BUSINESS**20-3472**

Ordinance - First Reading of an Ordinance Approving an Agricultural Lease with Mathis Farm, LLC; 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. Deputy City Manager Shelly Lanners answered Council questions.

A motion was made by Council Member Newsom to approve the first reading of "AN ORDINANCE APPROVING AN AGRICULTURAL LEASE WITH MATHIS FARM, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Leyman.

The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

20-3500

Ordinance - Ordinance Approving the Conveyance of an Easement and Right of Way to Oncor Electric Delivery Company Llc for the Construction Maintenance and Operation of Electric Supply and Communications Facilities

Susana Marin read the caption into the record.

A motion was made by Mayor Pro Tem Short to approve the first reading of "AN ORDINANCE APPROVING THE CONVEYANCE AN EASEMENT AND RIGHT OF WAY TO ONCOR ELECTRIC DELIVERY COMPANY LLC FOR THE CONSTRUCTION MAINTENANCE AND OPERATION OF ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES." 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

20-3502

Discuss and Consider Emergency Policy, Procedures and Protocol for City Personnel and Facilities During the Coronavirus Emergency

Mayor Cook gave a brief update on the calender of events up until the present time. He mentioned there is already an order in place by Governor Greg Abbott and by Tarrant County Judge Glenn Whitley. Mayor Cook stated the city's order can be more restrictive but could not be less restrictive. He advised there are constant meetings with Tarrant County regarding the issue at hand.

Mr. Chandler gave a brief update and explained what city staff has been doing to

analyze what essential services are. He praised Tarrant County Judge for organizing teleconferences to keep all Tarrant County cities up to date. Mayor Cook advised that the city not issue another declaration until such time as the Tarrant County Judge issues his amended order which is expected to be within the next 24 hours. He stated an amended declaration would be issued to be consistent with Tarrant County's declaration.

Police Chief Tracy Aaron made brief comments and answered Council questions regarding playground equipment. He asked that in the declaration the Police Department be given the ability to issue citations versus arresting people. He stated the city is looking for voluntary citizen compliance.

[20-3504](#)

Resolution - Discussion and Possible Action to Adopt a Resolution of the City of Mansfield, Texas Postponing the General and Special Elections Called for May 2, 2020 Until November 3, 2020

Mr. Chandler made brief comments and gave an update on Governor Abbott's proclamation allowing municipalities to postpone their May 2020 elections to November 3, 2020. He stated there are currently other cities joining together to ask Governor Abbott to amend the proclamation and allow for said elections to be held on July 14, 2020. Mr. Chandler and Susana Marin answered Council questions.

A motion was made by Council Member Lewis to approve the following resolution and postpone the May General and Special Elections until the first available date as allowed by Governor Abbott or no later than November 3, 2020:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS POSTPONING THE GENERAL AND SPECIAL ELECTIONS CALLED FOR MAY 2, 2020, UNTIL NOVEMBER 3, 2020, ESTABLISHING PROCEDURES FOR THE POSTPONED ELECTION; AND PROVIDING AN EFFECTIVE DATE

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

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

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

Nay: 1 - Mike Leyman

Abstain: 0

Enactment No: RE-3640-20

[20-3506](#)

Resolution - A Resolution Ratifying the Mayor's Declaration of Public Health Emergency and Amended Declaration of Public Health Emergency

Mayor Cook recommended that the Council take no action on this agenda item and allow time for Tarrant County to act upon an amendment to their current Public Health Emergency Declaration.

No action taken by the Council.

ADJOURN

Mayor Cook advised the public portion of the meeting was completed and the Council would be recessing back into executive session. Mayor Cook adjourned the public portion of the meeting at 8:20 p.m.

In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 8:28 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 8:21 p.m. Mayor Cook adjourned executive session at 9:17 p.m.

A motion was made by Council Member Broseh to adjourn the meeting at 8:20 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

ATTEST: David L. Cook, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3519

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the March 31, 2020 Special City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the March 31, 2020 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Tuesday, March 31, 2020

8:00 AM

Council Chambers

SPECIAL MEETING

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

Mayor Cook called the meeting to order at 8:00 a.m.

Mayor Cook advised the public that they could address the Council by submitting an online speaker card through the city's website or by direct email to City Secretary Susana Marin.

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

INVOCATION

Council Member Leyman gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Newsom led the Pledge of Allegiance.

TEXAS PLEDGE

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

Council Member Lewis led the Texas Pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

Council Member Leyman had no announcements.

Mayor Pro Tem Short had no announcements.

Council Member Lewis had no announcements.

Council Member Moore recognized Mansfield Independent School District staff for providing meals to students.

Council Member Newsom had no announcements.

Council Member Broseh advised the Council he responded to an email he received from citizen regarding Mansfield's water system.

Mayor Cook had no announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

City Manager Clayton Chandler gave a brief update on the city's participation in calls with the Tarrant County Judge and Tarrant County Public Health Department with regards to COVID-19. He updated the Council on the number of current cases in Tarrant County. He discussed the financial impact the current situation is having on Mansfield businesses including our public/private partnerships. Police Chief Tracy Aaron answered Council questions regarding complaints and enforcement. There was a discussion regarding city parks and the efforts being taken to reduce park usage. Director of Information Technology Todd Williams answered Council questions regarding virtual meetings. Mr. Chandler made brief comments regarding the possibility of having virtual Council meetings.

Mayor Cook asked for Council feedback on who would be interested in participating remotely. There was discussion regarding public hearing participation during a virtual meeting.

NEW BUSINESS

[20-3515](#)

Discuss, Consider, and Approve a Resolution Continuing Mayor Cook's Declaration of Public Health Emergency

Mayor Cook discussed the Third Amended Declaration of Public Health Emergency. He stated his intent was to sign the third declaration and should Tarrant County issue another order he would issue an additional amendment to be consistent with Tarrant County's order. Mayor Cook answered Council questions regarding parks and essential businesses. Mr. Chandler made brief comments and answered Council questions regarding essential businesses.

Mayor Cook asked if there was Council consensus for him to sign the Third Amended Declaration of Public Health Emergency. Mayor Cook received full consensus from the Council. He stated the declaration would remain in effect until April 7, 2020 unless terminated or modified by a subsequent declaration.

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

CONTINUATION OF THIRD AMENDED DECLARATION OF PUBLIC HEALTH EMERGENCY

(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-3641-20

RECESS INTO EXECUTIVE SESSION

The Council did not recess into executive session.

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

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

Personnel Matters Pursuant to Section 551.074

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

RECONVENE INTO REGULAR BUSINESS SESSION

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:06 a.m. 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

ATTEST: David L. Cook, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3513

Agenda Date: 4/27/2020

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning From SF-8.4/16, Single-Family Residential District to PD, Planned Development District for Professional and Medical Office Uses, Botique Retail Shops and Artist Studio Uses on Approximately 0.376 Acres Known as a Portion of Block 10, Original Town of Mansfield, Located at 310 East Broad Street; Ernst Realty Investment (ZC#20-003)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning & Zoning Commission held a public hearing on March 16, 2020, and voted 6-0 to recommend approval. One of the commissioners questioned how many tenants would be located in the new building and if the parking could accommodate it, to which the applicant responded that there would be no more than three in order to not exhaust the available on-site parking. Another commissioner expressed concern about vehicles backing up into the landscape beds adjacent to the existing building, to which the applicant responded that the spaces will be made wider to allow for easier vehicle maneuverability. Another commissioner questioned why the paint colors on the buildings were different. Staff notes that the paint colors should be complementary but not matching so that the existing historic structure maintains its distinction.

Description/History

GENERAL INFORMATION

Existing Use: Single-family residence

Existing Zoning: SF-8.4/16, Single-Family Residential District

Surrounding Land Use & Zoning:

North - E. Broad St.; professional office and church uses (PD) across the street

South - Single-family residential, SF-7.5/12

East - Professional office, OP

West - Single-family residential, SF-7.5/12

Thoroughfare Plan Specification:

E. Broad St. - major arterial (four-lane divided)

Comments and Considerations

The subject property consists of 0.379 acres currently improved with a 1,200 sq. ft. single-story residential house, garage, and shed. The applicant is requesting to re-zone the property from SF-8.4/16 Single-Family Residential District to PD Planned Development District for professional & medical office uses, boutique retail shops, and artist studio uses.

Development Plan and Regulations

The existing 1,200 sq. ft. single-story house will remain, but the garage and shed in the rear of the property will be removed. The house, known as the Andrew “Cap” and Emma Doughty Bratton House is listed on the National Register of Historic Places, but has not yet been designated as a local historic landmark. The house includes yellow siding, green trim, a prominent bay window, a covered front porch, a pitched roof, and is 28’ in height.

Behind the house, a new 2,400 sq. ft. single-story building will be constructed. To match the house, the new building will include yellow siding as the primary building material, with covered porches, bay windows, and a pitched roof design. In addition, the new building will be accentuated by red brick along the base, shake siding in the gables, white trim, and 3-D architectural shingles. The new building will also include abundant windows on the front elevation. While larger in size than the house, at 20’-6”, the new building will be shorter in height than the house and will also be mostly concealed by the house or landscaping in order to not detract from or overshadow the historic house. During the staff review process, the applicant agreed to trim 10’ off the western side of the new structure to assist in this regard, while still maintaining the bay window feature and providing a vista at the end of the driveway.

It is noted in the development regulations that no expansion shall be made to the exiting building, any exterior construction and remodeling of the existing building must be compatible with the historic character of the building, and that the maximum height of the proposed building shall not exceed the height of the existing building.

It is also noted that the development deviates from the Zoning Ordinance as it relates to residential proximity. A reduced building setback from the adjacent residential zoning shall be allowed as shown in the Development Plan. Lighting shall be shielded or pointed away from adjacent residential properties as prescribed in Section 7400 of the Zoning Ordinance

Access and Parking

The existing driveway will also be expanded and re-worked to provide for a 12-space parking lot to serve the development. Most of the parking spaces are in a single-row along the western side of the property, with two of the spaces located on the opposite side behind the home, one of which will be an ADA-accessible space. The parking ratio for general office uses (1 space per 300 sq. ft.) was applied and the development meets the requirements when calculated using this ratio. Due to space constraints, only a 22’ two-way drive aisle will be provided for the parking lot, two feet below the typical 24’ standard. In order to allow vehicles to safely maneuver out of spaces into the

reduced-width drive aisle, several of the parking spaces are 1' wider than the typical 9' wide space. In order to further enhance the appearance of the historic structure, the existing pavement directly in front of the structure will be removed. A new sidewalk will connect the main entrance of the existing home to the sidewalk along E. Broad St. A new concrete walk and ramp will also connect the two structures to each other and provide an accessible route to the parking lot.

Landscaping and Screening

Landscaping and screening will be provided as shown in the Development Plan. This includes the preservation of the existing landscape beds in front of the existing home, the preservation of nine trees and one shrub, and the planting of ten new shrubs and one crape myrtle tree, most of which accentuate the new building or provide shade in the parking lot. The existing wood fence along the rear property line will remain, while a new 3.5' tall picket fence will be installed along the east property line adjacent to the parking lot. The picket fence provides for screening and separation of land uses in a manner that is consistent with the historic residential character of the neighborhood and will not extend into the front yard forward of the existing building. The development regulations note that all equipment will be ground-mounted, located in the side yard or rear yard, and will be screened from the street or adjacent property by dense shrubs or low fencing that fully conceal the equipment. In addition, all trash containers will be screened in accordance with Section 7301.B of the Zoning Ordinance. In addition, no outside storage of materials or merchandise will be allowed on the property.

Signage

A new directory sign will be installed in front of the property along E. Broad St. The directory sign will be 6' tall, 10' wide, and will include a 2' tall brick base to match the building. The sign area will be limited to 32 sq. ft. The directory sign will be setback 5' from the front property line, which deviates from the typical 10' setback, but is consistent with the location of many other signs along this section of E. Broad St. and prevents the encroachment of the sign into the existing landscape beds in front of the building. Name plate signs will also be allowed on the buildings as prescribed in Section 7100 of the Zoning Ordinance.

Summary

The proposed development will allow for the preservation of the existing historic structure, while also removing nonconforming accessory structures that do not match or complement the historic structure, and allowing for a new building that better matches and complements the existing structure while not detracting from or overshadowing it. In addition, the proposed changed in use from single-family residential to office, studio, and boutique retail uses allows for a more productive use of the property that is consistent with the transition from residential to business uses that we are seeing along this part of E. Broad St. while also being sensitive to the historic residential character of the surrounding area. The development also preserves the existing trees and landscape beds, provides for additional landscaping, and provides for parking and screening in a manner that is limited to only what is truly necessary to support the development and which is also sensitive to surrounding properties and the historic character of the area.

Prepared By

Andrew Bogda, Planner

817-276-4287

ORDINANCE NO. _____

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

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of PD, Planned Development; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the development plan shown on Exhibit "B" attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

First reading approved on the _____ day of _____, 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.

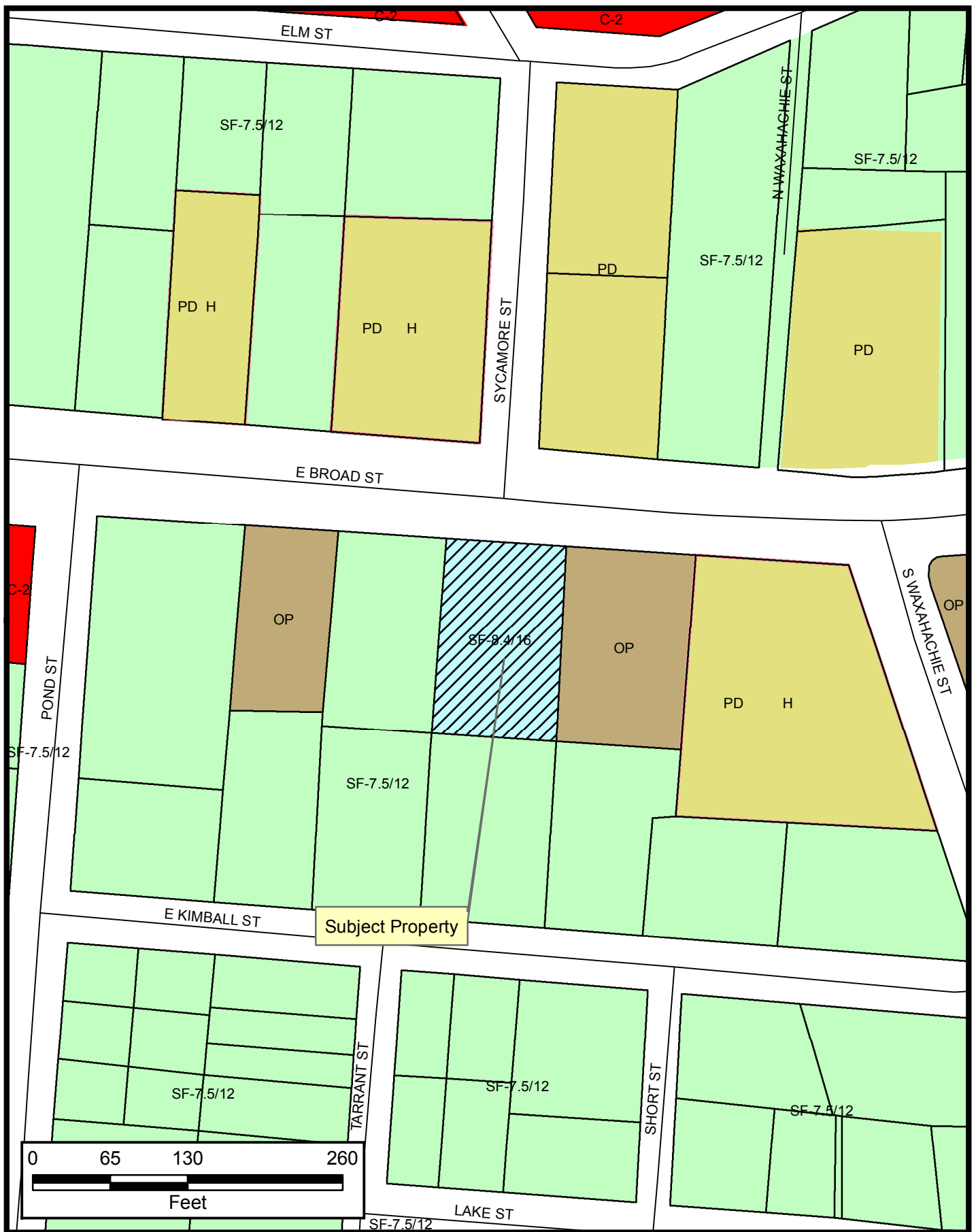
David L. Cook, Mayor

ATTEST: _____
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney





Property Owner Notification for ZC#20-003

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
		MANSFIELD TX MOB LP	5910 N CENTRAL EXPWY STE 1000	DALLAS, TX	75206
MANSFIELD, CITY OF	BLK 10	EUBANK, MARY ANN	306 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 10	ERNST REALTY INVESTMENTS LLC	101 N MAIN ST STE A	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 10	CASTILLO, LORENZO	403 E KIMBALL ST	MANSFIELD, TX	76063-3145
MANSFIELD, CITY OF	BLK 10	CASTILLO, LORENZO	403 E KIMBALL ST	MANSFIELD, TX	76063-3145
MANSFIELD, CITY OF	BLK 11	BARNETT, CELIA S EST	PO BOX 85	MANSFIELD, TX	76063-0085
MANSFIELD, CITY OF	BLK 11	TOUCAN PROPERTIES INC	1110 PEBBLE BEACH CT	MANSFIELD, TX	76063-2647
MANSFIELD, CITY OF	BLK 11	PERRY, BILLY M EST	307 E KIMBALL ST	MANSFIELD, TX	76063-3143
MANSFIELD, CITY OF	BLK 11	MONTEMAYOR, E	107 POND ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 14	ANCHORA PROPERTIES LLC	309 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 14	MANN, ANN WATSON	307 E BROAD ST	MANSFIELD, TX	76063-1705
MANSFIELD, CITY OF	BLK 14	ANCHORA PROPERTIES LLC	309 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 15	KALUPA, DALE R & LESLIE D	405 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 15	CENTRAL BAPT CH MANSFIELD	PO BOX 59	MANSFIELD, TX	76063-0059
MANSFIELD, CITY OF	BLK 7	RODRIGUEZ, ALEJANDRO	400 E KIMBALL ST	MANSFIELD, TX	76063-3144
MANSFIELD, CITY OF	BLK 9	PATTERSON INS AGENCY INC C/O FORD & DEBNEY FARRIS	321 LANDVIEW DR	BURLESON, TX	76028
MANSFIELD, CITY OF	BLK 9	MORALES, CHARLES	5880 NEWT PATTERSON RD	MANSFIELD, TX	76063-6152
MANSFIELD, CITY OF	BLK 9	HERNANDEZ, BALDEMAR & OFELI	407 E KIMBALL ST	MANSFIELD, TX	76063-3145
MANSFIELD, CITY OF	BLK 9	MORALES, CHARLES E	5880 NEWT PATTERSON RD	MANSFIELD, TX	76063-6152

EXHIBIT A
PROPERTY DESCRIPTION FOR ZC#20-003
310 E Broad St, being a portion of Block 10 of the Original Town of Mansfield

BEING a portion of Block 10, Original Town of Mansfield, an addition to the City of Mansfield, Texas according to the plat recorded in Volume 63, Page 53 of the Plat Records of Tarrant County, Texas and being all that certain tract of land described in deed to Ernst Realty Investments, LLC, recorded in Clerk's File No. D217114035 of the Official Public Records of Tarrant County, Texas and more particularly described by metes and bounds as follows:

BEGINNING at a 3/8-inch iron rod found at the Northeast corner of said Block 10 and said Ernst Realty Tract, being the Northwest corner of Block 9, said Original Town of Mansfield, and that certain tract of land described in deed to Patterson Insurance Agency, Inc., recorded in Volume 15299, Page 217 of the Deed Records of Tarrant County, Texas and lying in the South right-of-way line of East Broad Street (a called 100-foot wide right-of-way);

THENCE S 05° 15' 17" W, 149.55 feet along the common boundary line between said Ernst Realty Tract and said Patterson Tract with the common line between said Blocks 9 and 10 to a point at the Southeast corner of said Ernst Tract, being the Northeast corner of that certain tract of land described in deed to Lorenzo Castillo and wife, Maria Castillo, recorded in Volume 12739, Page 585 of the Deed Records of Tarrant County, Texas;

THENCE N 85° 12' 33" W, 109.96 feet along the common boundary line between said Ernst Realty Tract and said Castillo Tract to a 5/8-inch iron rod found at the Southwest corner of said Ernst Realty Tract, lying in the East boundary line of that certain tract of land described in deed to Mary Ann Eubank, recorded in Volume 12605, Page 1309 of the Deed Records of Tarrant County, Texas;

THENCE N 04° 58' 37" E, 149.81 feet along the common boundary line between said Ernst Realty Tract and said Eubank Tract to an "X" cut in concrete found at the Northwest corner of said Ernst Realty Tract, lying in the aforesaid South right-of-way line of East Broad Street and lying S 85° 04' 26" E, 290.16 feet along said right-of-way line from an "X" cut on top of a concrete retaining wall at its intersection with the East right-of-way line of Pond Street;

THENCE S 85° 04' 26" E, 110.68 feet along the North boundary line of said Ernst Realty Tract with the said South right-of-way line of East Broad Street to the PLACE OF BEGINNING, containing 0.379 acre (16,511 square feet) of land.



SURVEYED ON THE GROUND
JANUARY 23, 2020

A handwritten signature in black ink, appearing to read "Ronald W. Coombs", written over a horizontal line.

RONALD W. COOMBS, R.P.L.S.
STATE OF TEXAS No. 5294



DESIGNER:
SHERI BUMGARDNER
900 N. WALNUT CREEK DR.
SUITE 100 - PMB 366
MANSFIELD, TX. 76063
817-300-7052
sherl@ssbdesigns.com

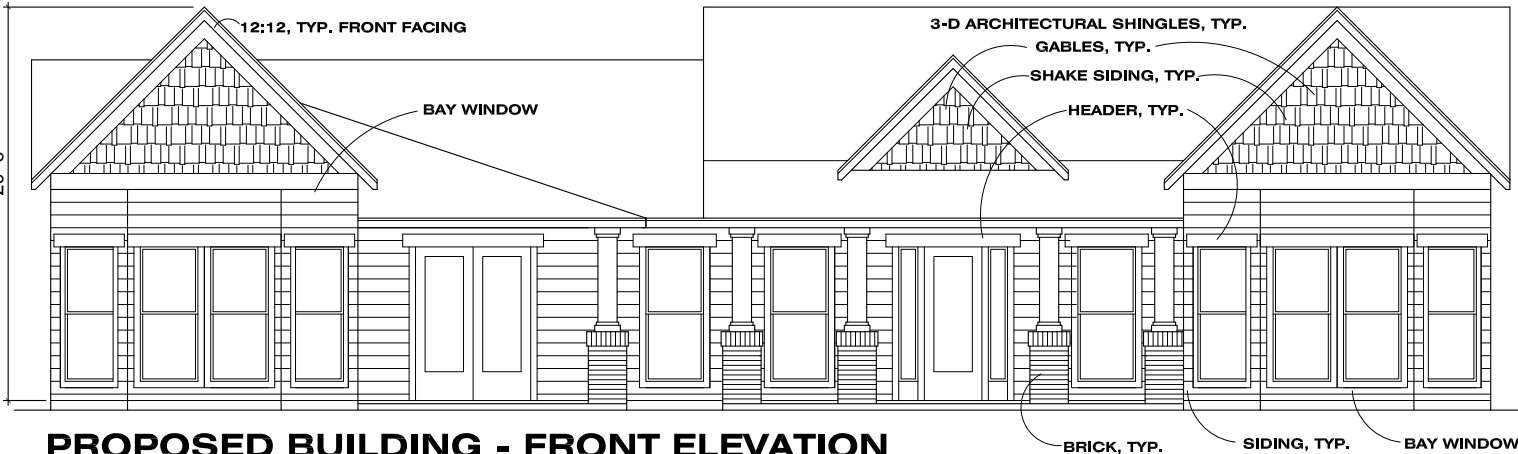
PROPERTY OWNER:
STEVE ERNST
ERNST REALTY INVESTMENT
101 N. MAIN ST. - SUITE A
MANSFIELD, TX. 76063
817-473-6000
steve.ernst.cunv@statefarm.com

- EXISTING TREE TO REMAIN**
- GRAPE MYRTLE
3-1/2" CALIPER
1 TOTAL
 - DWARF BAYBERRY
5 TOTAL
 - DWARF WAX MYRTLE
5 TOTAL
- LANDSCAPE BED**



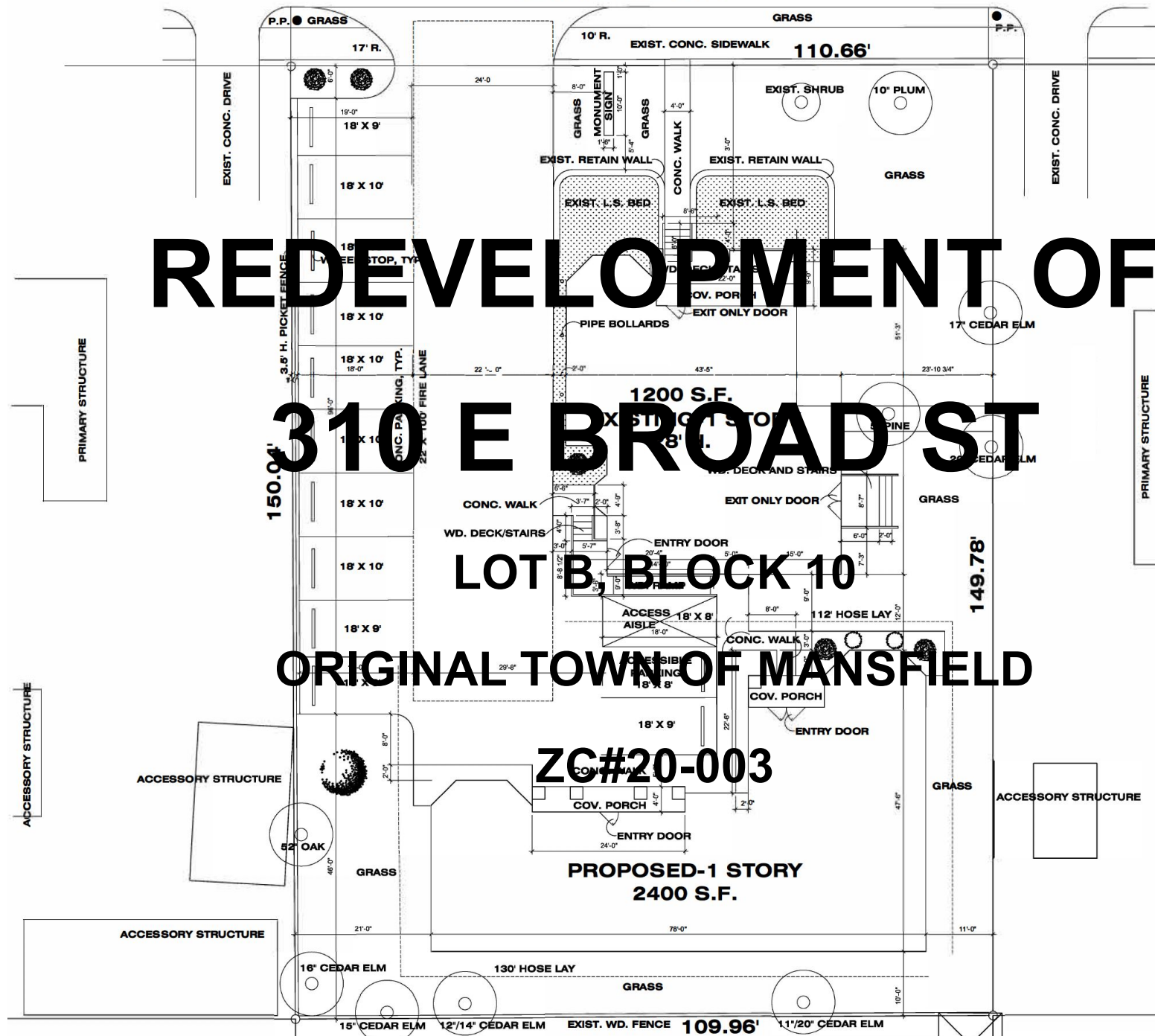
PARKING TABLE:
310 E. BROAD ST. :
EXISTING (OFFICE USE)- 1200 S.F. @ 1:300 = 4 SPACES
PROPOSED (OFFICE USE) - 2400 S.F. @ 1:300 = 8 SPACES
TOTAL PARKING REQUIRED- 12 SPACE
TOTAL SPACES PROVIDED- 12 SPACES

VICINITY MAP
NOT TO SCALE



PROPOSED BUILDING - FRONT ELEVATION

COLORS:
BODY- YELLOW (SW-PEACE YELLOW)
TRIM WHITE (SW-SNOWBOUND)
BRICK- RED



Preserving Existing Historic Home

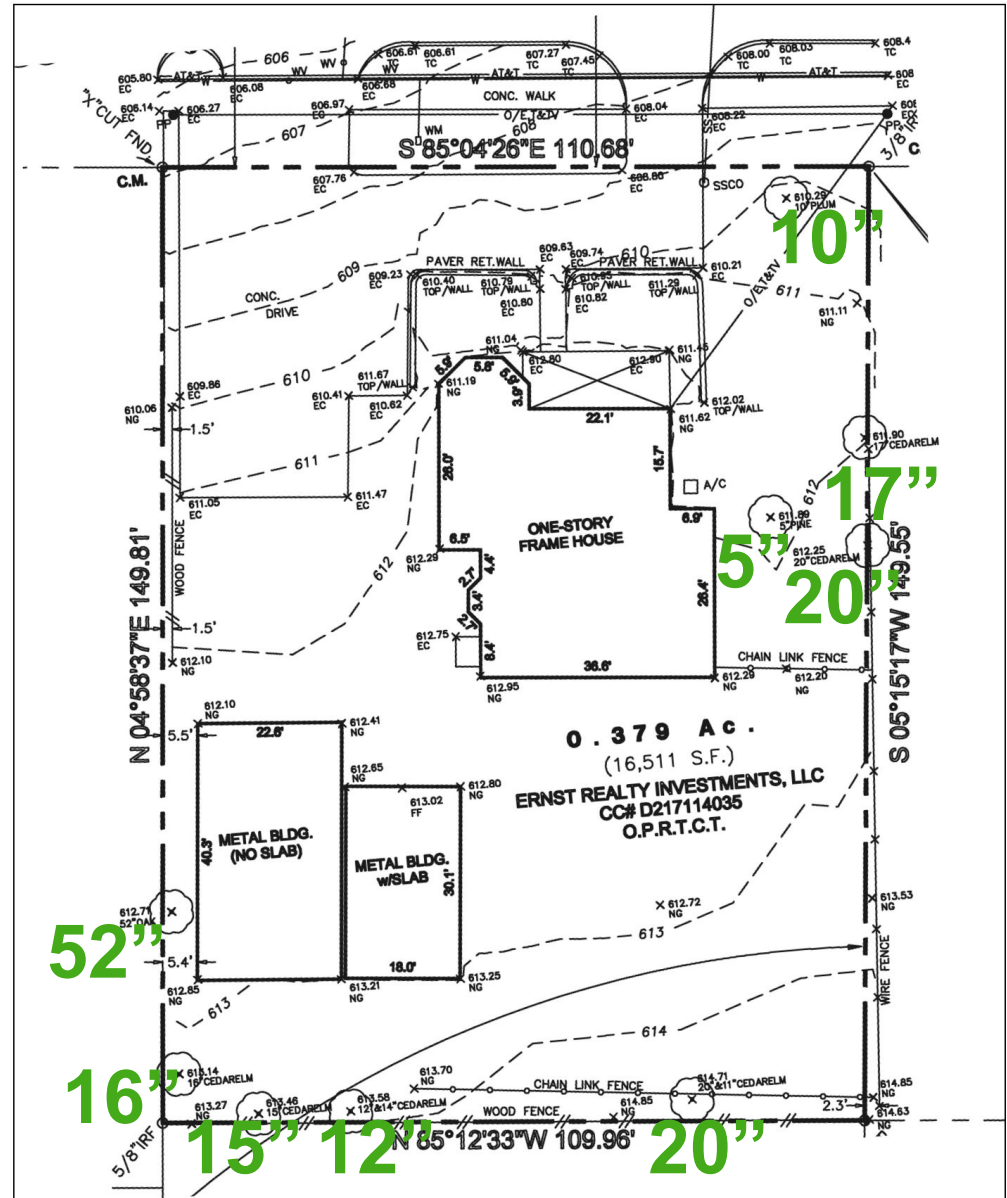


Preserving Existing Matured Trees

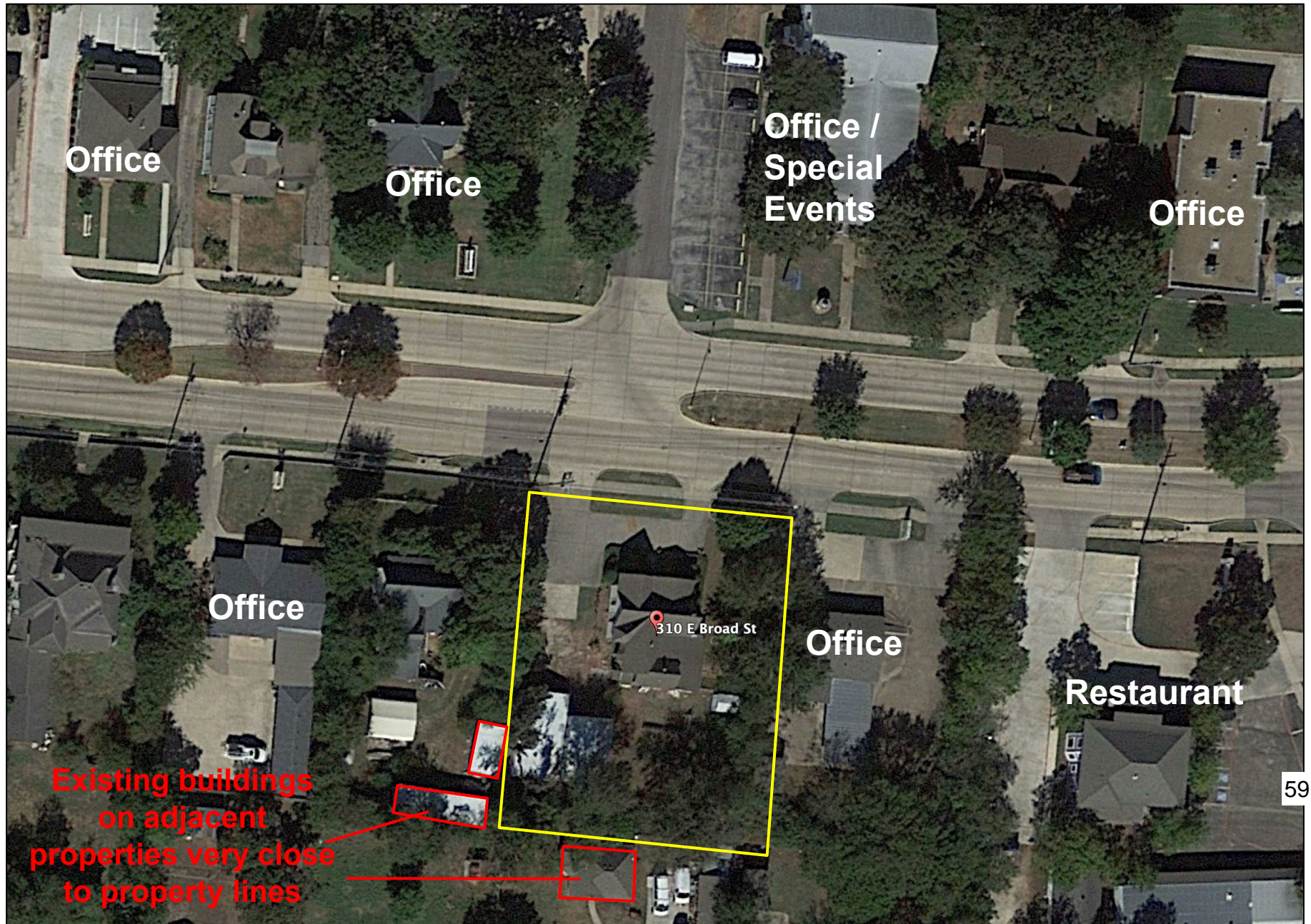
52 caliber inches
in front and side yard

115 caliper inches
along rear lot line and
SW corner

Green numbers represent the size of existing trees



Existing Non-Residential Land Uses

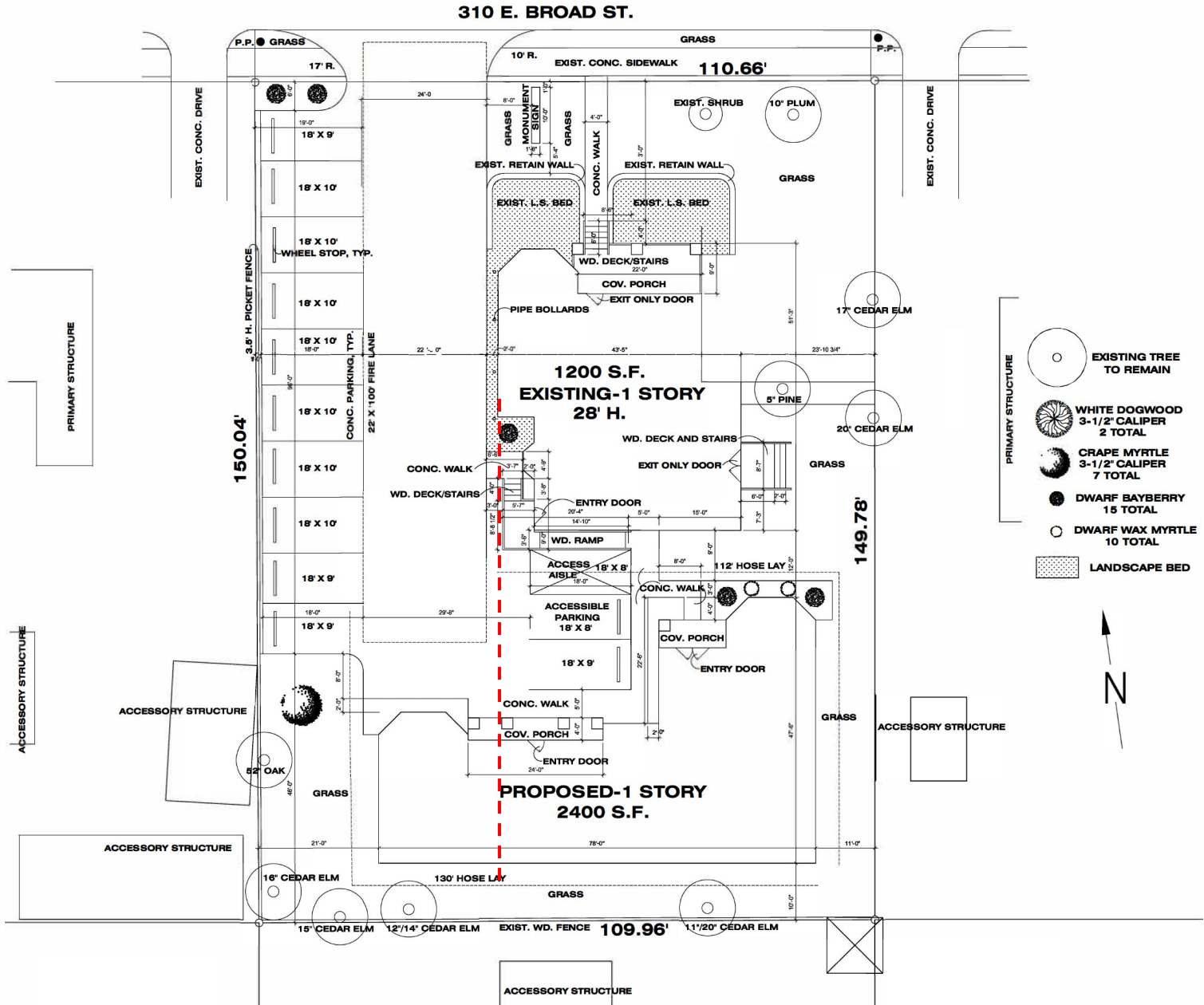


Proposed Building Elevation

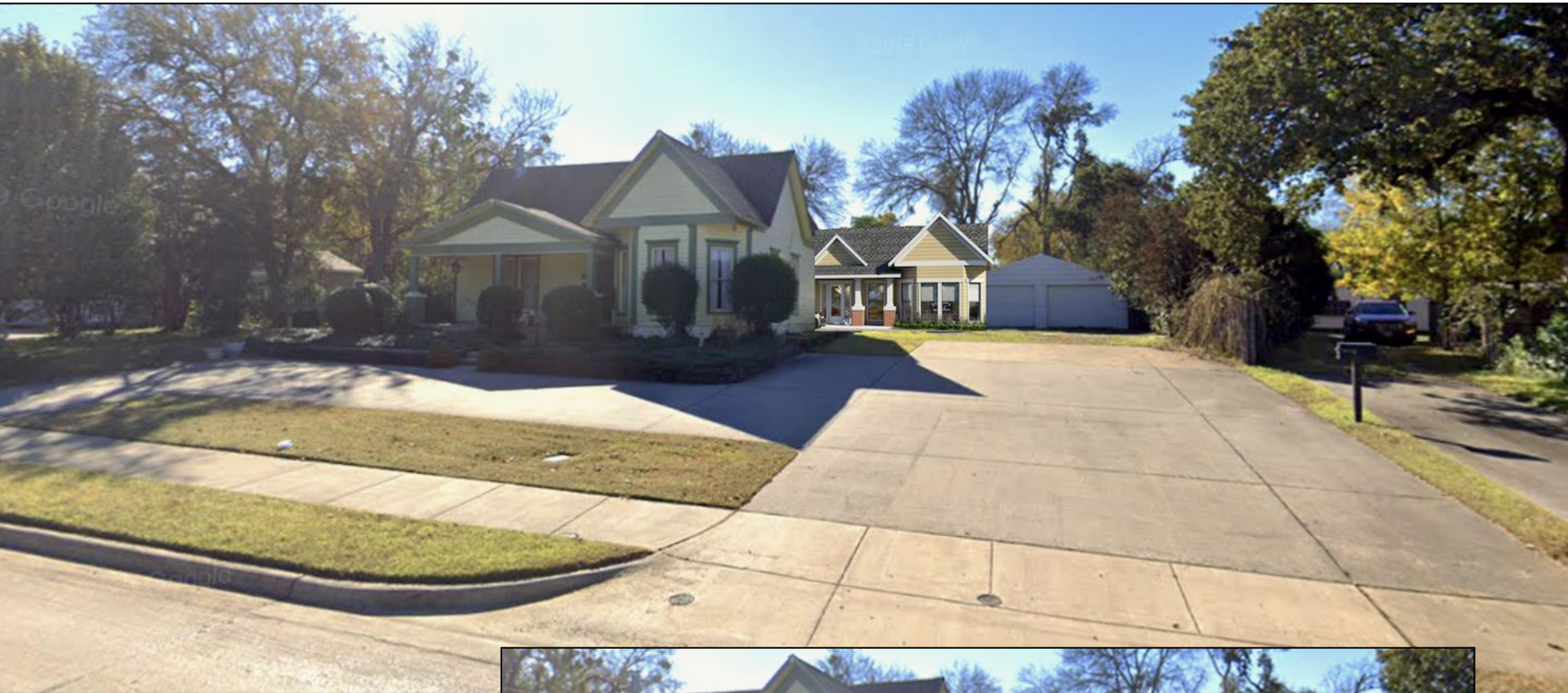
Compatible with Historic Building



New Building Mostly Hidden Behind Existing House



New Building Mostly Hidden Behind Existing House



Better than
Existing
Condition



Proposed Picket Fence

Along the West Property Line
Compatible with Historic Building



Restoring the Front Yard by removing concrete driveway

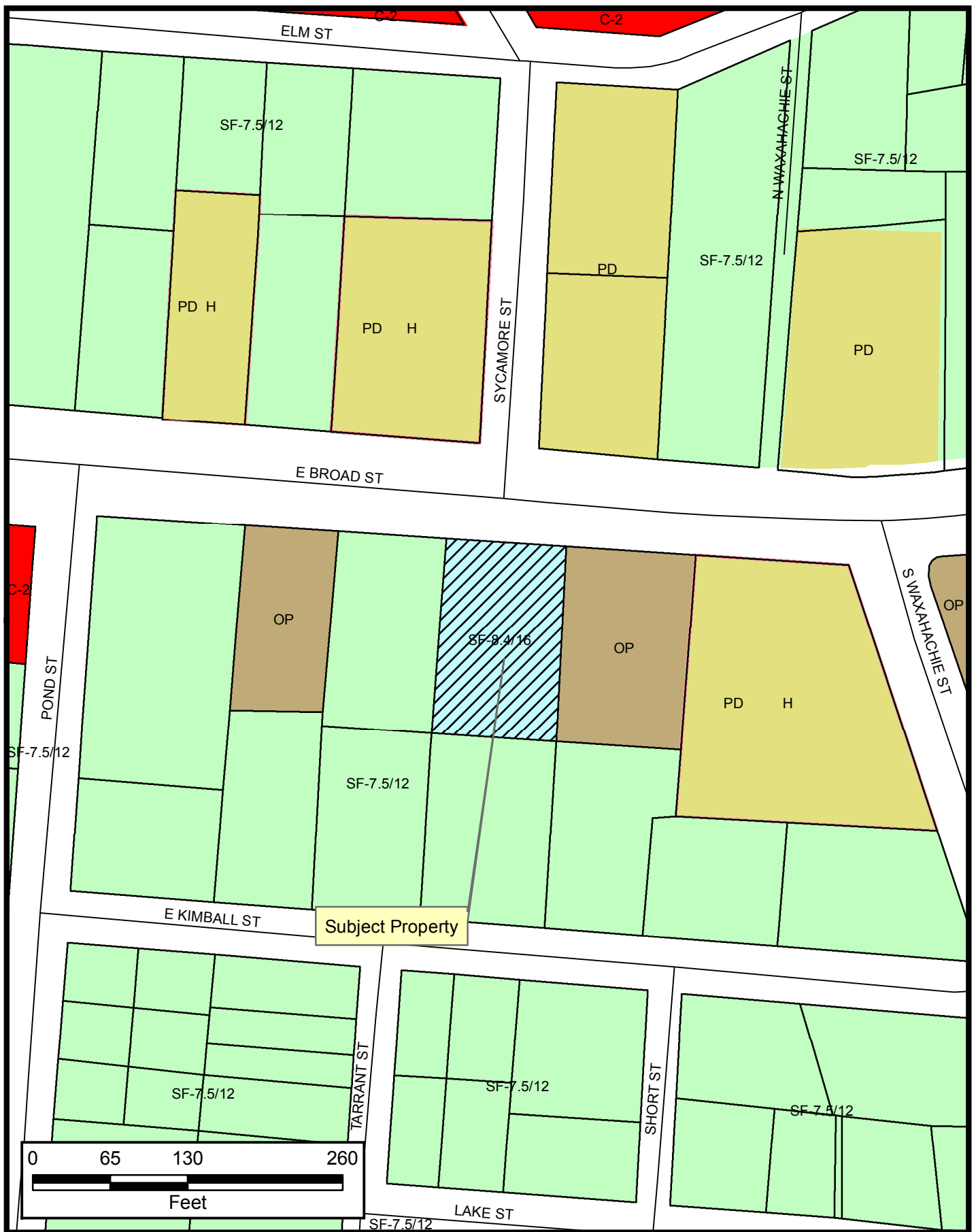


310 E BROAD ST

Zoning Case #20-003

Zoning Change from SF-8.4/16
Single-Family Residential District
to PD for professional & medical
office uses, boutique retail shops,
and artist studio uses on 0.379 acres







310 W KIMBALL ST – EXISTING HOUSE

- Existing 1,200 sq. ft. single-story house will remain, but garage & shed will be removed
- House is on Nat'l Register of Historic Places, but has not yet been designated as a local historic landmark
- Includes yellow siding, green trim, prominent bay window, covered porch, pitched roof, and is 28' in height



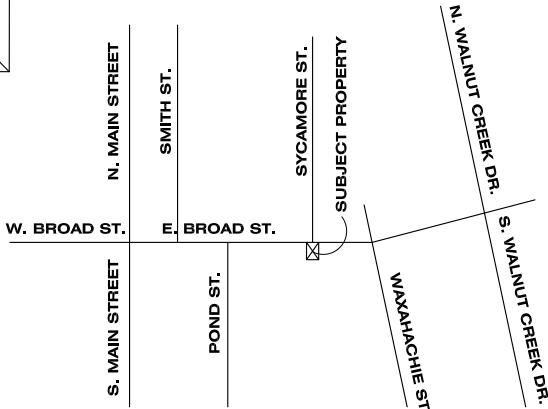
DESIGNER:
SHERI BUMGARDNER
900 N. WALNUT CREEK DR.
SUITE 100 - PMB 366
MANSFIELD, TX. 76063
817-300-7052
sherl@ssbdesigns.com

PROPERTY OWNER:
STEVE ERNST
ERNST REALTY INVESTMENT
101 N. MAIN ST. - SUITE A
MANSFIELD, TX. 76063
817-473-6000
steve.ernst.cunv@statefarm.com

- EXISTING TREE TO REMAIN**
- GRAPE MYRTLE
3-1/2" CALIPER
1 TOTAL
 - DWARF BAYBERRY
5 TOTAL
 - DWARF WAX MYRTLE
5 TOTAL
- LANDSCAPE BED**



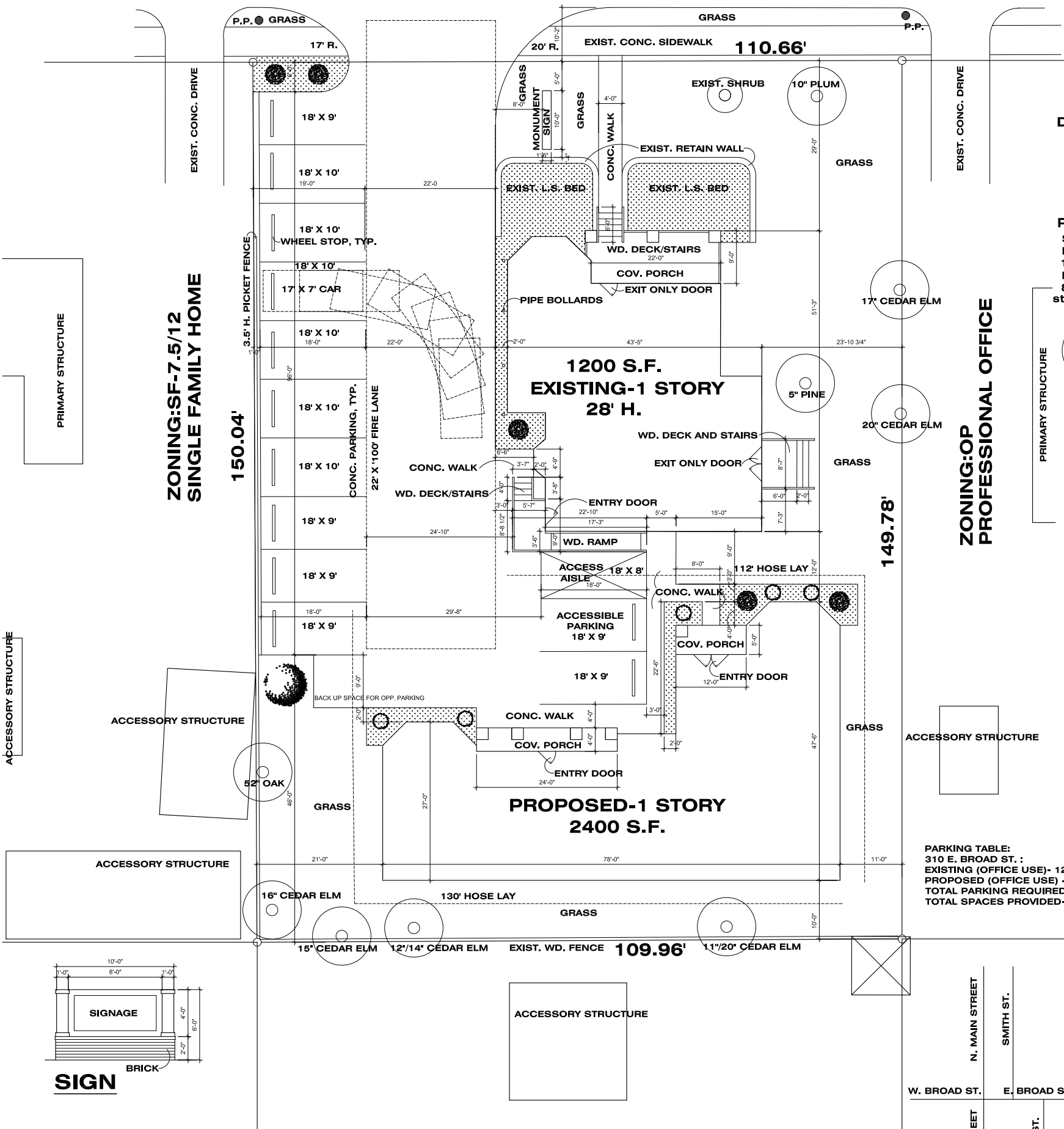
PARKING TABLE:
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PROPOSED (OFFICE USE) - 2400 S.F. @ 1:300 = 8 SPACES
TOTAL PARKING REQUIRED- 12 SPACE
TOTAL SPACES PROVIDED- 12 SPACES



VICINITY MAP
NOT TO SCALE



310 E. BROAD ST.

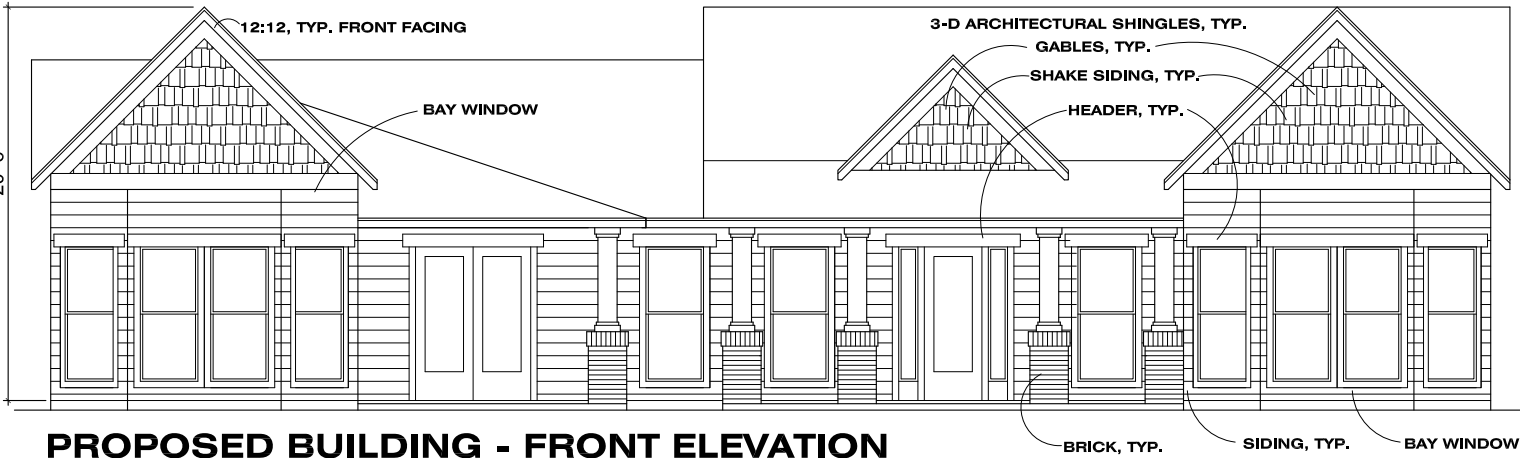


ZONING:SF-7.5/12
SINGLE FAMILY HOME

ZONING:SF-7.5/12
SINGLE FAMILY HOME



EXISTING BUILDING



PROPOSED BUILDING - FRONT ELEVATION

COLORS:
BODY- YELLOW (SW-PEACE YELLOW)
TRIM WHITE (SW-SNOWBOUND)
BRICK- RED

310 W KIMBALL ST – NEW BUILDING

- New building in back will be 2,400 sq. ft., single-story, 20'-6" height
- Includes yellow siding, covered porches, bay windows, pitched roof design to match existing home
- Also will include red brick along base, shake siding in gables, white trim, 3-D shingles, and abundant front windows
- Mostly concealed by existing house and landscaping to not detract from historic house

310 W KIMBALL ST – PD REGULATIONS

- No expansion shall be made to existing building and any remodeling or exterior construction shall be compatible w/ historic character of the building
- Max. height of new building shall not exceed max. height of existing building
- Reduction in typical residential proximity requirements from 20' (for a 20'-tall OP-zoned building) to 10'; lighting regulations still apply

310 W KIMBALL ST – ACCESS/PARKING

- Existing driveway on west side will be expanded to provide for 12-space lot
- 22'-wide two-way drive aisle due to space constraints
- Some wider parking spaces to allow for vehicle maneuvering
- Existing pavement and second driveway in front of building to be removed to enhance visibility of historic building
- New sidewalk connections

310 W KIMBALL ST – LANDSCAPING/SCREENING

- Preservation of landscape beds in front of house, as well as nine trees and one shrub
- Ten new shrubs and one crepe myrtle tree to accent new building and parking lot
- Existing rear wood fence to remain
- New 3.5' picket fence on west prop. line
- Ground-mounted equipment, screened
- Trash containers will be screened
- No outside storage of materials/merchandise

310 W KIMBALL ST – SIGNAGE

- New directory sign – 6' x 10' w/ brick base; 32 sq. ft. sign area
- Meets Zoning Ordinance requirements except setback only 5' from front property line (instead of 10') to not encroach landscape beds; consistent w/ several other signs along E. Broad in downtown
- Name plate signs will be allowed per requirements in Section 7100 of Zoning Ordinance

310 W KIMBALL ST – P&Z RECOMMENDATION

- Planning & Zoning Commission considered the request on 3/16/20 and voted 6-0 to recommend approval
- There was discussion about vehicle maneuverability, number of expected tenants in the new building (and whether parking was adequate), and colors on the existing and new buildings

310 W KIMBALL ST – SUMMARY

- Will preserve existing historic structure, trees, landscape beds
- New structure will match existing structure while not detracting from it
- More productive use of property, consistent w/ transition to commercial uses seen along E. Broad in downtown
- Provides for parking, screening, signage, and additional landscaping to support the development



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3483

Agenda Date: 4/13/2020

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 Approving a Historic Landmark Overlay District Classification for the Ralph S. Man Homestead Located at 604 W. Broad Street; Art Wright, City Historic Preservation Officer, on Behalf of the City of Mansfield, Property Owner (ZC#20-002)

Requested Action

To consider the proposed Historic Landmark Overlay District classification.

Recommendation

The Historic Landmark Commission held a public hearing on February 13, 2020, and voted 7-0 to recommend approval of the request.

The Planning and Zoning Commission held a public hearing on March 16, 2020 and voted 6 to 0 to recommend approval.

Staff recommends approval.

Description/History

The City is requesting a Historic Landmark Overlay District classification for the Ralph S. Man Homestead at 604 W. Broad Street. This designation will allow the Commission to review future exterior alterations to the structure and protect the property's historic significance.

Approximately 1.433 acres has been set aside for the Homestead. The remaining property belongs to the adjacent City dog park and will be outside of the Historic Overlay District boundary. The property is currently zoned PR and will be used as a museum and education center.

The City purchased the property in 2013, including the Man House, the historic barn and other structures, for a public park. The house was initially constructed by Ralph Sandiford Man, one of the City's founders. As the oldest documented house in Mansfield, and the residence of a person of great importance in the City's history, the R.S. Man House has been listed on the National Register of Historic Places. Additionally, the Man House is listed as a high priority on the City's Historic Resources Survey.

Due to its importance, the City Council directed that the house be preserved and that restoration efforts be made with a view of converting the house and the original log barn into a museum and education center. Man Homestead will offer visitors an opportunity to

learn about early life in Mansfield, from Ralph Man's original log cabin inside the house to the original barn, which was constructed in the fashion of the time.

TMA-CHA Architects and Phoenix 1 Restoration and Construction have developed plans to restore the house to its 1930s appearance. The severely damaged 1946 shed and the 1970s garage and carport, which are non-contributing additions, will be removed. The 1865 wood barn will also be restored. The plan also includes the relocation of two log cabins, one owned by the City and one by the Mansfield Historical Society, to the property.

Historic Details:

The Mansfield Resources Survey Update, 1998, lists the Ralph S. Man Homestead as a High priority. The property is described in the National Register nomination as follows:

Built between ca. 1865 and ca. 1868, the Ralph Man House incorporates a one-room log house into its present 1½-story wood and brick form. The house is a good local example of an early dwelling enlarged and remodeled from a frontier cabin into a comfortable upper middle-class residence. Located at the west end of the original town of Mansfield, just outside the original town plat, the house is Mansfield's oldest known surviving building and was constructed by Ralph Sandiford Man, one Mansfield's founders, for himself, his wife Julia and their two children; subsequent interior remodeling and expansions were made between 1870 and the 1930s. The 1½-story wood and brick dwelling faces south onto West Broad Street and is about six blocks west of the historic commercial district of Mansfield. The house incorporates a symmetrical facade with a cross gabled roof pierced by dormer windows on the front facade. A centrally placed entry sheltered by a flat roof porch features a glass and wood door, set within a Greek Revival influenced surround with fixed pane side lights and transom. At the northwest corner (rear) is a ca. 1930 one-story shed roof section containing the service porch and a bathroom. A four space garage/carport added in 1974 is at the northeast (rear) of the house; neither of the rear additions is visible from the street.

Designation Considerations:

The Historic Landmark Overlay District designation should be considered in light of the following:

1. *Recognition as a Recorded Texas Historic Landmark, a National Historic Landmark, or entered into the National Register of Historic Places.*

The house was listed on the National Register of Historic Places in May, 2003.

2. *Embodiment of distinguishing characteristics of an architectural type or specimen.*

The Ralph and Julia Man House is an unusual example of a vernacular central hall plan house type in Mansfield. The house also conveys understanding of how Mansfield changed from a frontier settlement to a prosperous farm service community and how the needs of a growing family fostered conversion of a one-room cabin into a substantial middle-class residence. The house also relates the lifestyle and relative wealth and social standing of Ralph Man, and is the only surviving resource associated with Man. The house is worthy of preservation as a local landmark that through its residential function and long association with the Man family documents development patterns in Mansfield and provides interpretation of local social and architectural trends between ca. 1865 and 1906.

3. Identification with a person or persons who significantly contributed to the culture or development of the City.

Ralph Sandiford Man (1825-1906), a South Carolina native who came to Texas in the 1850s, was one of the founders of Mansfield. The town was named for Man and his brother-in-law and business partner Julian Feild. The two men operated a steam-powered grist mill that supplied grain to the Confederacy during the Civil War (1861-1865) and later to U.S. troops at Fort Belknap and Fort Griffin.

Man Homestead Master Plan:

The property is subject to the Man House Master Plan approved by the City Council. The master plan includes the following elements:

Restoration of the Man House and the 1865 barn with crushed granite walkways meeting ADA standards (Nos. 1 and 2 on the map);

Relocation of historic log cabins to the Homestead, with space for other historic structures as approved by the Museum (No. 6 on the map);

An information center and restrooms to be located in the public park adjacent to the Homestead boundary. These structures will not be part of the Historic Landmark Overlay District (Nos. 3 and 4 on the map);

An amphitheater for educational demonstrations and programs, designed to blend with the terrain between the house and the barn (No. 5 on the map);

Removal of the 1946 shed; and

Removal of the 1970s garage and carport.

General Information:

Existing Use: Single-family residence

Proposed Use: Museum

Existing Zoning: SF-7.5/12, Single-Family Residential District

Surrounding Land Use & Zoning:

North - City dog park, PR and SF-12/22

South - Single-family residential, SF-7.5/12

East - Single-family residential, SF-12/22

West - City dog park, PR

Prepared By

Art Wright

Planner II/HPO/Gas Well Coordinator

817-276-4226

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO GRANT A HISTORIC LANDMARK OVERLAY DISTRICT CLASSIFICATION FOR THE RALPH S. MAN HOMESTEAD LOCATED AT 604 W. BROAD STREET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a Historic Landmark Overlay District Classification, said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

First reading approved on the _____ day of _____, 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.

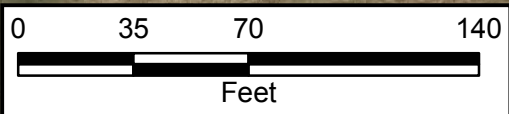
David L. Cook, Mayor

ATTEST:

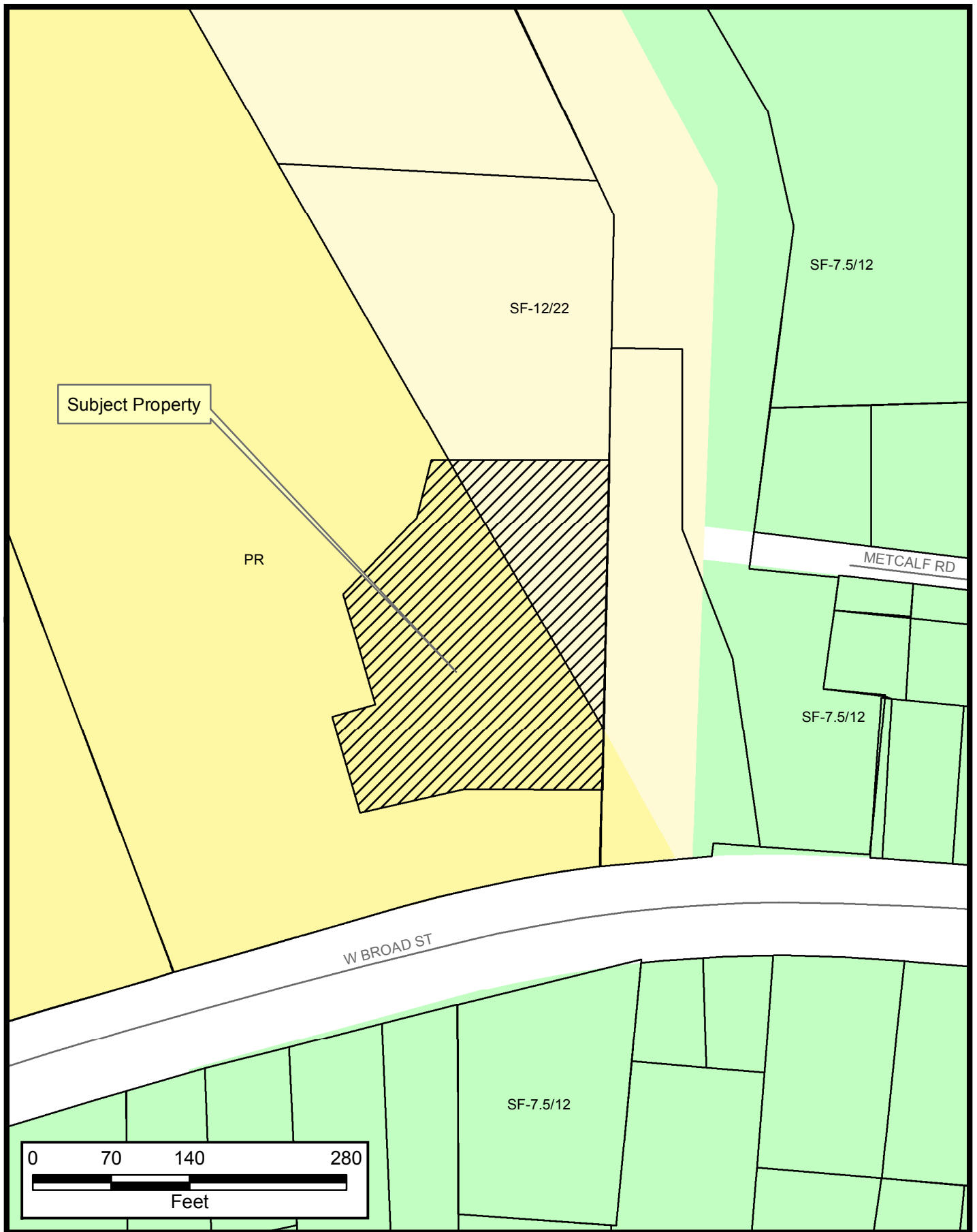
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney



ZC#20-002



Property Owner Notification for ZC#20-002

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
HANKS, THOMAS J SURVEY	A 644	ZETINA, DELORES	603 W BROAD ST	MANSFIELD, TX	76063-1616
HANKS, THOMAS J SURVEY	A 644	PORTILLO, FRANCISCA GARCIA	705 LATHEM BLVD	VENUS, TX	76084
MANSFIELD, CITY OF	BLK 39	ORONA, JESUS	109 N 4TH AVE	MANSFIELD, TX	76063-1679
MANSFIELD, CITY OF	BLK 39	FORSON, JOSH	113 CARLSBAD DR	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 39	MARTIN, MICHAEL	1510 INVERNESS RD	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 40	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
MANSFIELD, CITY OF	BLK 40	PATTON, NELDA	PO BOX 186	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 40	PATTON, BILLY	313 ARNOLD AVE	BURLESON, TX	76028
PORTILLO-BROAD ADDITION	BLK 1	RENDON, NOEL	1812 EMPIRE CIR	ARLINGTON, TX	76002-6602
ZUCKERBROW ADDITION	BLK 1	LAKELAND CUSTOM HOMES LLC	752 N MAIN ST # 1513	MANSFIELD, TX	76063
ZUCKERBROW ADDITION	BLK 1	LAKELAND CUSTOM HOMES LLC	752 N MAIN ST # 1513	MANSFIELD, TX	76063

LEGAL DESCRIPTION

BEING 1.433 acres of land located in the THOMAS J. HANKS SURVEY, Abstract No. 644, City of Mansfield, Tarrant County, Texas, and being a portion of the tract of land conveyed to City of Mansfield, by the deed recorded in County Clerk's File No. D213242795, of the Deed Records of Tarrant County, Texas. Said 1.433 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East boundary line of said City of Mansfield Tract, and said POINT OF BEGINNING being located N 01° 12' 12" E 68.76 feet, from a "60D" nail found at the Southeast corner of said City of Mansfield Tract;

THENCE N 89° 35' 47" W 122.98 feet, to a point;

THENCE S 77° 16' 12" W 95.63 feet, to a point in the proposed East edge (back) of a curb for a parking lot;

THENCE N 16° 13' 17" W 89.00 feet, along the East edge (back) of the proposed curb, to a point;

THENCE N 73° 46' 43" E 40.00 feet, to a point;

THENCE N 16° 13' 17" W 102.07 feet, to a point;

THENCE along a line 15.0 feet Southeast of and parallel to the centerline of a proposed 18" storm sewer pipe, as follows:

1. N 43° 49' 03" E 94.91 feet, to a point;

2. N 13° 49' 03" E 52.74 feet, to a point;

THENCE N 89° 56' 01" E 159.10 feet, to a point in the East boundary line of said City of Mansfield Tract;

THENCE S 01° 12' 12" W 294.38 feet, along the East boundary line of said City of Mansfield Tract, to the POINT OF BEGINNING containing 1.433 acres (62,429 square feet) of land.

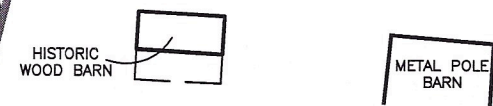
EXHIBIT "A"

CITY OF MANSFIELD
CALLED 15.48 ACRES
CC# D213242795
D.R.T.C.T.

BILL PATTON &
NELDA PATTON
3.846 ACRES
VOL. 5212, PG. 365
D.R.T.C.T.

THOMAS J. HANKS SURVEY A-644

1.433 ACRES,
62,429 SQUARE FEET



POINT OF
BEGINNING

WEST BROAD STREET
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

COPYRIGHTS:

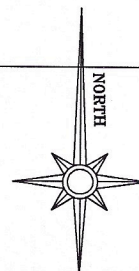


BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
FIRM CERTIFICATION# 1019000

TEL (817) 926-0211 - FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com

EXHIBIT MAP
OF

**1.433 ACRES OF LAND
LOCATED IN THE
THOMAS J. HANKS SURVEY
ABSTRACT No. 644
THE CITY OF MANSFIELD
TARRANT COUNTY, TEXAS
EXHIBIT PREPARED: JANUARY 17, 2020**



SCALE 1" = 60'















CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3412

Agenda Date: 4/13/2020

Version: 3

Status: Passed

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

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

Requested Action

Consider an Ordinance to create a Reinvestment Zone to grant a tax abatement for Straumann Manufacturing, Inc. an international dental manufacturing company considering building a new manufacturing facility in Mansfield.

Recommendation

Approve the third reading of an ordinance to create the reinvestment zone.

Description/History

Staff has been working with Straumann Manufacturing, a large international manufacturer of dental products, considering building a new manufacturing facility in Mansfield. A tax abatement is one of the incentives the City has offered in order to bring this company to Mansfield. A tax abatement requires the establishment of a reinvestment zone by ordinance. This is the third and final reading of the ordinance establishing the boundaries of the reinvestment zone, a 36.363 acre tract of land at the southeast corner of US Highway 287 and Heritage Parkway.

Justification

Straumann will invest \$171 million in facilities and equipment and create over 700 jobs.

Funding Source

N/A

Prepared By

Richard Nevins, Director Economic Development, 817-522-2774

ORDINANCE NO. _____

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

WHEREAS, the City Council of the City of Mansfield, Texas (sometimes hereinafter referred to as the "City") desires to promote the development or redevelopment of a certain contiguous geographic area within the City by the creation of a reinvestment zone for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, a public hearing before the City Council of the City was scheduled and held at _____, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and

WHEREAS, the City Council held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed tax abatement reinvestment zone; and

WHEREAS, the City at such public hearing invited any interested person to appear and speak for or against the creation of the tax abatement reinvestment zone, the boundaries of the proposed tax abatement reinvestment zone, whether all or part of the territory should be included in such proposed tax abatement reinvestment zone, and the concept of tax abatement.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

The City, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of Tax Abatement Reinvestment Zone No. 45 has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the City, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and
- (b) That the boundaries of Tax Abatement Reinvestment Zone No. 45 should be the area as described in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That Tax Abatement Reinvestment Zone No. 45 as described in the attached Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and
- (d) That Tax Abatement Reinvestment Zone No. 45 as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the City’s tax abatement guidelines and criteria; and
- (e) That the improvements proposed for Tax Abatement Reinvestment Zone No. 45 are feasible and practical and would be a benefit to the land and to the City after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the City of Mansfield, Texas, hereby creates Tax Abatement Reinvestment Zone No. 45 for commercial-industrial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone No. 45 is hereby designated.

SECTION 4

Tax Abatement Reinvestment Zone No. 45 shall take effect immediately upon passage of this Ordinance. Tax Abatement Reinvestment Zone No. 45 is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation of Tax Abatement Reinvestment Zone No. 45 does not affect an existing tax abatement agreement.

SECTION 5

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by

the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon its passage.

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 COOK, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

EXHIBIT "A"**Legal Description
Tax Abatement Reinvestment Zone No. 45
City of Mansfield, Texas**

EXHIBIT "A"

LEGAL DESCRIPTION

BEING, BEING, all of that 36.363 acre (1,583,986 square foot) tract of land situated in the John Robertson Survey, Abstract Number 1317, in the City of Mansfield, Tarrant County, Texas; being all of that tract of land described as Tract 2 in General Warranty Deed to Conway Madison, LLC as recorded in Instrument Number D209279400 of the Official Public Records of Tarrant County, Texas; said 36.363 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at the northeast corner of said Tract 2; said point being in the southeast line of Heritage Parkway (a variable width right-of-way) and being in the center of S. Mitchell Road (a variable width right-of-way, 60-foot wide at this point); from said point a "X" cut in concrete found bears South 15° 38' East, a distance of 0.3 feet;

THENCE, South 31° 22' 34" East, with the northeast line of said Tract 2, a distance of 814.94 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 13° 03' East, a distance of 0.5 feet; said point being the most northerly northwest corner of that tract of land described as Tract 3 in Special Warranty Deed to Living Church as recorded in Instrument Number D218159009 of the Official Public Records of Tarrant County, Texas;

THENCE, South 29° 56' 29" East, continuing with the northeast line of said Tract 2, a distance of 535.65 feet to a point at the southeast corner of said Tract 2; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears North 61° 20' West, a distance of 0.3 feet; said point being an inner ell corner in the north line of said Tract 3;

THENCE, with the south line of said Tract 2, the following four (4) courses and distances:

South 60° 57' 21" West, a distance of 183.28 feet to a point for corner; said point being the northeast corner of that tract of land described as Tract 2, a called 5.427 acre tract, to said Living Church;

South 59° 38' 58" West, a distance of 802.72 feet to a 1/2-inch iron rod found for corner; said point being an inner ell corner on the north line of said 5.427 acre tract;

North 30° 26' 55" West, a distance of 142.73 feet to a 3/8-inch iron rod found for corner; said point being the most westerly northeast corner of said 5.427 acre tract;

South 59° 39' 48" West, a distance of 377.04 feet to a 5/8-inch iron rod with "SEMPCO INC" cap found at the southwest corner of said Tract 2 and the northwest corner of said 5.427 acre tract; said point being in the northeast line of U.S. Highway No. 287 (a variable width right-of-way);

THENCE, North 21° 33' 30" West, with the southwest line of said Tract 2 and the northeast line of said U.S. Highway No. 287, a distance of 1,094.78 feet to a point at the northwest corner of said Tract 2; said point being in the southeast line of said Heritage Parkway;

THENCE, with the northwest line of said Tract 2 and the southeast line of said Heritage Parkway, the following five (5) courses and distances:

North 28° 52' 18" East, a distance of 160.25 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 68° 54' West, a distance of 0.3 feet;

North 78° 57' 48" East, a distance of 476.48 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 24° 10' West, a distance of 0.4 feet;

North 18° 09' 46" East, a distance of 318.07 feet to a point for corner; said point being the beginning of a non-tangent curve to the left; from said point a 1/2-inch iron rod found bears South 20° 51' West, a distance of 0.3 feet;

In a northeasterly direction, along said curve to the left, an arc length of 282.58 feet, having a radius of 2,362.86 feet, a central angle of 06° 51' 08", and a chord which bears North 62° 33' 01" East, 282.41 feet to a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found for corner;

North 59° 07' 28" East, a distance of 77.48 feet to the POINT OF BEGINNING and containing an area of 36.363 acres or 1,583,986 square feet of land, more or less.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3508

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Straumann Manufacturing, Inc.; Authorizing the Mayor and MEDC President to Execute Said Agreement; and Providing an Effective Date

Requested Action

Consider Approval of the Economic Development Agreement with Straumann Manufacturing, Inc

Recommendation

Approval of the Economic Development Agreement with Straumann Manufacturing, Inc

Description/History

Since April 2019, Staff has been working with the Straumann Group, an international, publicly traded company, headquartered in Basel, Switzerland, that researches, develops, and manufactures dental implants and related equipment. Their US headquarters is in Andover, Massachusetts. They have approximately 6,000 employees globally and about 800 in the US. Their annual global revenue is over \$1.3 billion.

They have chosen a 36 acre site at the SE corner of US Highway 287 N and Heritage Parkway in Mansfield as the location for their new manufacturing facility. This facility will be built in three phases over the next 10 years. During this time Straumann will construct approximately 300k sq. ft. and make a capital investment of at least \$171 million. They will also create over 700 jobs.

The Mansfield Economic Development Corporation and the City of Mansfield have negotiated economic development incentives, the terms of which are contained in the attached agreement. The MEDC approved this agreement by a vote of 6 to 0 at the April 7th MEDC Board meeting.

Justification

Straumann will make a capital investment of at least \$171 million in facilities and equipment and create over 700 jobs in the City of Mansfield.

Funding Source

4A and General Fund

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND STRAUMANN MANUFACTURING, INC.; AUTHORIZING THE MAYOR AND MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Agreement between the City of Mansfield, the Mansfield Economic Development Corporation (“MEDC”), and Straumann Manufacturing, Inc., a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference;

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

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

SECTION 1.

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

SECTION 2.

The Mayor of the City of Mansfield and the President of the MEDC are hereby authorized to execute the Economic Development Agreement.

SECTION 3.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2020.

Mayor

ATTEST:

City Secretary

EXHIBIT “A”

Economic Development Agreement

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF MANSFIELD, TEXAS,
THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION,
AND
STRAUMANN MANUFACTURING, INC.**

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Mansfield, Texas ("**City**"), the Mansfield Economic Development Corporation ("**MEDC**"), a nonprofit corporation organized under Title 12, Subtitle C(1) of the Texas Local Government Code (the "**Act**"), and Straumann Manufacturing, Inc., a Delaware corporation ("**Company**"). For convenience, City, MEDC, and Company may sometimes hereafter be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about _____, the City adopted Resolution No. _____ electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code, and subsequently has timely reaffirmed said tax abatement agreement policies; and

WHEREAS, the City also adopted and reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the "**City's Tax Abatement Guidelines and Criteria**"); and

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

WHEREAS, on or about _____, the City Council of the City of Mansfield, Texas, adopted Ordinance No. ____ establishing a Tax Abatement Reinvestment Zone ("**Zone**") in the City of Mansfield, Texas, for commercial-warehouse tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, Company owns the real property located within the Zone and seeks to receive incentives from the City, including tax abatement; and

WHEREAS, the abatement of real and tangible personal property taxes within the Zone will maintain and enhance the economic and employment base of the City, thereby benefiting the City, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the City Council of the City of Mansfield, Texas, finds that the contemplated use of the Real Property, and the improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment within the Zone in the City of Mansfield, Texas, in accordance with the purposes for its creation, and are in compliance with the City's Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

WHEREAS, Company acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the City also desires to provide incentives to the Company pursuant to Chapter 380 of the Texas Local Government Code in consideration of the Company locating its business to City; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City of Mansfield, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of Texas and City, and will enhance business and commercial activity within the State of Texas and City; and

WHEREAS, the City finds that it is in the public interest to provide the tax abatement, the Chapter 380 grants, and other incentives contemplated by this Agreement; and

WHEREAS, the Board of Directors of the MEDC desires to provide incentives to Company in accordance with this Agreement and finds that such incentives are (i) expenditures for the creation or retention of primary jobs; (ii) required or suitable for the development of manufacturing and industrial facilities and regional corporate headquarters facilities; and (iii) constitute a "project", as that term is defined in Section 501.101 of the Act; and

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms "Agreement", "Act", "City", "City's Tax Abatement Guidelines and Criteria", "Company", "MEDC", "Parties", "Party", and "Zone" shall have the meanings provided above.

"Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

"Base Year Tax Value" means the assessed value of the Real Property according to the Tarrant Appraisal District for Tax Year 2020.

“Capital Investment” means the actual costs attributable to the construction of the Facility and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on and offsite improvements, including labor and materials, architectural and engineering costs, surveying costs, legal costs, commissions, taxes, financing costs, title fees, fees of consultants, construction management fees, permit and inspection fees. It does not include any cost reimbursed by the City or MEDC, acquisition costs of land, insurance costs, marketing costs, or any interest paid to finance the purchase of the Capital Investment.

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

“City Grant” means the payment to be made by the City to Company pursuant to Section 4.2(a) in consideration of and as an incentive for Company locating to the City, such payment to be an amount equal to the lesser of (i) 100% of the actual Construction Costs, or (ii) Three Hundred Forty-Five Thousand and No Dollars (\$345,000.00). Funding for installation of a traffic signal pursuant to Section 4.2(b) is separate and apart from the City Grant.

“Company Records” has the meaning as described in Section 3.5 of this Agreement.

“Construction Costs” means the cost of site improvements, landscaping, site grading, labor and materials, and such other reasonable industry-standard costs attributable to the construction of the Mitchell Road Improvements, including without limitation all engineering fees and expenses required in connection therewith. The term does not include soft costs such as architectural, financing, legal fees, and other similar pre- and post-construction expenses, including the cost of land, interest on construction financing, or marketing costs.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

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

“Expiration Date” shall mean June 30 of the calendar year following the 10th anniversary date of the First Year of Abatement, unless sooner terminated as provided herein.

“Final Inspection” means the last inspection performed by City in order for a Certificate of Occupancy to be issued.

“Facility” means Company’s manufacturing facility to be constructed in three phases on the Real Property, as more particularly shown on the attached Exhibit “B,” and other ancillary

facilities, such as reasonably required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, in order to obtain a building permit(s).

“First Year of Abatement” shall mean Tax Year 2021.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“FTE” means any employee on a thirty-five (35) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least thirty-five (35) hours per week.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“MEDC Grants” means the grants paid by MEDC to Company in accordance with Article 5 of this Agreement.

“Mitchell Road Improvements” means the pavement improvements to Mitchell Road to the southernmost property line of the Real Property as shown on the attached Exhibit “C.”

“Payment Request” means a written request from Company to City or MEDC for payment of the City Grant or MEDC Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to the City to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” shall collectively mean the approximate 36.363 acres of land as more particularly described on the attached Exhibit “A”.

“Related Agreement” means any agreement (other than this Agreement) by and between the City and Company.

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company, including but not limited to furniture, fixtures, leasehold improvements, vehicles and equipment located at the Real Property (or within the Facility) which, at the time of execution of this Agreement is not on the tax rolls of the City. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” means the appraised value as certified by the Tarrant Appraisal District as of January 1 of a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Company to the City. The terms of this Agreement implement the program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 COMPANY OBLIGATIONS

As consideration for the City’s and MEDC’s performance of their obligations in Article 4 of this Agreement, the Company agrees and covenants as follows:

3.1 Construction of Facility and Capital Investment Condition. Company agrees to construct the Facility and make a total Capital Investment of \$171,000,000 as follows:

(a) On or before March 31, 2022, Company must receive a Final Inspection for Phase 1 of the Facility and make a Capital Investment for Phase 1 of the Facility in an amount equal to at least Fifty Million Dollars (\$50,000,000.00).

(b) On or before March 31, 2026, Company must receive a Final Inspection for Phase 2 of the Facility and make a Capital Investment for Phase 2 of the Facility in an amount equal to at least Fifty-Five Million Dollars (\$55,000,000.00).

(c) On or before March 31, 2030, Company must receive a Final Inspection for Phase 3 of the Facility and make a Capital Investment for Phase 3 of the Facility in an amount equal to at least Sixty-Six Million Dollars (\$66,000,000.00).

3.2 Continuous Operation. Subject to Force Majeure, Company agrees to occupy and operate its manufacturing business in the Facility beginning on the date Company receives a Certificate of Occupancy for the Facility and continuing thereafter for the Term of this Agreement.

3.3 FTEs/Employment Condition. Company covenants and agrees that it must employ and maintain a total of 729 FTEs at the Facility as follows:

(a) Company must employ no fewer than 150 FTEs at the Facility by December 31, 2022.

(b) Company must employ no fewer than an additional 100 FTEs at the Facility no later than December March 31, 2023, and thereafter employ and maintain 250 FTEs at the Facility until December 31, 2025.

(c) Company must employ no fewer than an additional 143 FTEs at the Facility by December 31, 2026, and thereafter employ and maintain 393 FTEs until December 31, 2029.

(d) Company must employ no fewer than an additional 336 FTEs at the Facility by December 31, 2030 and thereafter employ and maintain 729 FTEs for the remainder of the Term of this Agreement.

(e) Notwithstanding the foregoing, for each \$500,000 that Company exceeds the Capital Investment requirements in Sections 3.1(b) and 3.1(c), the FTE requirements in Sections 3.3(c) and 3.3(d) shall be reduced and offset by the equivalent of 10 FTEs and Company will not be subject to the pro-rata deduction in Sections 6.1 or 6.2. For clarity and for example only, assume that on December 31, 2026 Company employed an additional 123 FTEs, invested \$56,000,000 for Phase 2 of the Facility and received a Final Inspection. Company would be 20 FTEs short of the total 143 FTE benchmark, and would be \$1,000,000 over the \$55,000,000 Capital Investment benchmark. The \$1,000,000 additional Capital Investment would offset the 20 FTE shortfall, and Company would receive the full \$250,000 payment as described in Section 5.3(e). Regardless if Company receives an offset for one benchmark, it will still be obligated to meet its subsequent FTE benchmarks, subject to an offset described in this section. So, in the foregoing example, Company would still need to reach its additional 336 FTE benchmark on December 31, 2030, and any future offset would be based on the 336 FTE benchmark.

3.4 Good Standing. Company must not have an uncured breach or default of this Agreement or a Related Agreement.

3.5 Audit. Company shall grant access to the City, or such other persons or entities designated by the City for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records associated with capital investment and job creation and retention related to Company's performance of this Agreement ("Company Records"), provided that the City has provided five (5) business days prior notice, and the City or its representatives shall not unduly disrupt Company's operations.

The foregoing notwithstanding, paper and electronic records related to the performance of this Agreement shall be subject to examination or audit by the City, or such other persons or entities designated by the City in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. The City agrees, to the extent allowed by law, to maintain the confidentiality of Company Records.

3.6 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company, or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of ten percent (10%), not later than the 120th day after the date the City notifies Company of the violation.

3.7 Mitchell Road Improvements. Company may elect at its discretion, and as a component of bringing its business to the City, to make the Mitchell Road Improvements. The Parties acknowledge that Company intends to privately bid the work and contract directly with its contractors. Regardless whether it makes the Mitchell Road Improvements, Company will not have to pay for improvements to Mitchell Road which are necessitated by and attributable to any proposed development adjacent to or near the Real Property.

ARTICLE 4 CITY OBLIGATIONS

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, the City agrees to the following:

4.1 Tax Abatement.

- (a) The City grants Company an abatement of one hundred percent (100%) of the Taxable Value of the Real Property and grants Company an abatement of one hundred percent (100%) of the Taxable Value of the Tangible Personal Property, for a period of ten (10) consecutive years, beginning with the First Year of Abatement. Notwithstanding the foregoing, the actual percentage of Taxable Value of the Real Property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Real Property that exceeds the Base Year Tax Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to Company's Tangible Personal Property that is added to the Real Property subsequent to the execution of this Agreement.
- (b) The Real Property and Facility are not in an improvement project financed by tax increment bonds.
- (c) The Real Property is not owned or leased by any member of the City's City Council or any member of the City's Planning and Zoning Commission.
- (d) Company shall, once a Certificate of Occupancy has been obtained, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the City that it is in compliance with each term of this Agreement.
- (e) The Real Property and the Facility constructed thereon at all times shall be used in

the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance and all other City development and building regulations, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

(f) It shall be the responsibility of the Company to file an annual exemption application form for the Real Property and Tangible Personal Property with the Tarrant Appraisal District. A copy of the respective exemption application shall be submitted to the City upon request.

(g) Company shall annually render the value of the Tangible Personal Property to the Tarrant Appraisal District and provide a copy of the same to the City upon written request.

(h) Company will provide access to and authorize inspection of the Real Property and Facility by City employees to ensure that the Facility is constructed according to the specifications and conditions of the Agreement.

4.2 Chapter 380 Grants.

(a) In the event the Mitchell Road Improvements are made by Company within 24 months of the Effective Date and accepted by City's Engineer or authorized representative, and provided Company has met its obligations in 3.1(a) of this Agreement, the City will pay the City Grant to Company within thirty (30) days of receiving a Payment Request.

(b) The City, at its sole discretion, may choose to install one traffic signal, if warranted by a traffic study, on Heritage Parkway at Mitchell Road or the connection to US Highway 287 at no cost to Company.

4.3 Access Points. The City agrees to use its best efforts to facilitate approval from the Texas Department of Transportation for an additional access point on Highway 287 service road to support fire department access to the Real Property, as may be required, and an additional employee access point to the Real Property as required for development of Phases 2 and 3 of the Facility. All proposed street improvements and access points along Highway 287 shall be approved by the Company.

4.4 Equipment Inspections. Equipment inspections for all phases of the Facility, including any building permit applications and future renovations after all 3 phases of the Facility are complete, will be conducted and approved pursuant to the letter from the City's Chief Building Official attached hereto as Exhibit "D".

4.5 Expediated Review. The City agrees to review and process the building permits for the Facility on an expedited basis to meet Company's development schedule and Company's operational objectives, in accordance with the City's standard procedures for expedited review.

4.6 City Support. The City agrees to cooperate with Company to take all actions such as adopting resolutions of support, writing letters of support or nomination, and taking such other

actions reasonably requested by Company, in an effort to assist Company in obtaining such grants and tax incentives as the Texas Enterprise Zone Program, Skills Development Fund and Tarrant County Economic Development Property Tax Abatement Program.

4.7 Project Representative. The City agrees to provide a single point of contact throughout the Term of this Agreement to support all phases of the project relative to assistance with permitting, employee relocation, job training programs, incentives implementation, payments and compliance, and all other project requirements deemed critical by Company for development and operation of the project. Richard Nevins, City's Economic Development Director, or other City approved representative subject to Company's reasonable approval, will be the City's project representative.

ARTICLE 5 MEDC OBLIGATIONS

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, MEDC agrees to the following:

5.1 Relocation Reimbursement. MEDC agrees to reimburse to the buyer one and one half percent (1 ½ %) of the sales price of any home purchased or built within the City of Mansfield by an employee of Company (on a one time only basis per employee), not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per home purchased, and not to exceed a cumulative total of One Hundred Eighty-Seven Thousand and Five Hundred Dollars (\$187,500.00) for a period not to exceed ten (10) years from the Effective Date of this Agreement. Payment shall be made no later than forty-five (45) days after MEDC's receipt of a Payment Request.

5.2 Permit and Impact Fees. MEDC agrees to timely pay the cost of all building permit and impact fees associated with the initial construction and subsequent phases or expansion of the Facility including on and off-site infrastructure as required by the City on Company's behalf. MEDC is not obligated to pay any building permit fees or impact fees attributable to the repair to any phase of the Facility once already initially constructed, unless the need for such repairs or adjustments are the result of a change in state or local building codes.

5.3 Incentives Payments. Subject to the terms of this Agreement, MEDC agrees to provide additional grants to Company as follows:

(a) Provided Company has met its requirements in Section 3.1(a) and is otherwise in compliance with this Agreement, MEDC will make a payment of One Million Dollars (\$1,000,000.00) no later than thirty (30) days after receipt of a Payment Request.

(b) Provided Company has met its requirements in Section 3.3(a), and is otherwise in compliance with this Agreement, MEDC will make a payment of Five Hundred Thousand Dollars (\$500,000.00) no later than thirty (30) days after receipt of a Payment Request.

(c) Provided Company has met its requirements in Section 3.3(b), and is otherwise in compliance with this Agreement, MEDC will make a payment of Five Hundred

Thousand Dollars (\$500,000.00) no later than thirty (30) days after receipt of a Payment Request.

(d) Provided Company has met its requirements in Section 3.1(b), and is otherwise in compliance with this Agreement, MEDC will make a payment of One Million Dollars (\$1,000,000.00) no later than thirty (30) days after receipt of a Payment Request.

(e) Provided Company has met its requirements in Section 3.3(c), and is otherwise in compliance with this Agreement, MEDC will make a payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) no later than thirty (30) days after receipt of a Payment Request.

(f) Provided Company has met its requirements in Section 3.1(c), and is otherwise in compliance with this Agreement, MEDC will make a payment of One Million Dollars (\$1,000,000.00) no later than thirty (30) days after receipt of a Payment Request.

(g) Provided Company has met its requirements in Section, 3.3(d), and is otherwise in compliance with this Agreement, MEDC will make a payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) no later than thirty (30) days after receipt of a Payment Request.

ARTICLE 6 REDUCTION OF INCENTIVES

6.1 MEDC Grants. MEDC Grants provided by this Agreement are performance based and Company's failure to meet the Capital Investment and FTE benchmarks required in Sections 3.1 and 3.3 will not result in a default of this Agreement, but will result in a pro rata non-performance deduction of payment, the remainder of which can be earned back if the missed benchmark is met within the following twenty-four (24) months; provided, however, if the Company fails to meet the missed benchmark within twenty-four (24) months, the remainder of the payment will not be earned back. If Company earns back the remainder of a payment, MEDC will make the payment within 30 days of receiving a Payment Request. Benchmarks met early will be carried over and counted towards benchmark compliance in subsequent years. The pro-rata percentage deduction will be calculated by taking the percentage of the non-performance of the number of FTEs after adding in early benchmark surpluses and taking the percentage of the non-performance of the Capital Investment amount after adding in any early benchmark surpluses. For clarity and for example only, assume that on December 31, 2026 Company employed an additional 109 FTEs (359 total FTEs), invested \$50,000,000 for Phase 2 of the Facility and received a Final Inspection. Company would be 34 FTEs short of the total 143 FTE benchmark, and would be \$5,000,000 short of the \$55,000,000 Capital Investment benchmark. Company would have reached only 76% of its FTE benchmark and it would have only reached 90% of its Capital Investment benchmark. The \$250,000 payment attributable to FTEs would be reduced by 24% and the \$1,000,000 payment attributable to the Capital Investment will be reduced by 10%, so Company would receive \$190,000 in consideration of the FTEs employed and \$900,000 in consideration of the Capital Investment made, provided it was otherwise in compliance with this Agreement. To receive the remaining 24% of the FTE payment and 10% of the missed Capital Investment payment, Company

must employ an additional 34 FTEs and make an additional \$5,000,000 Capital Investment within the next 24 months, and otherwise be in compliance with this Agreement. Receiving a Final Inspection is a condition precedent to the \$1,000,000 payments attributable to the Capital Investment described by Sections 5.3(a), (d), and (f). So, in the foregoing example, if Company had not received a Final Inspection for Phase 2, it would not yet be entitled to any portion of the \$1,000,000, notwithstanding the \$50,000,000 Capital Investment that had been made.

6.2 Tax Abatement. The tax abatement provided by this Agreement is also performance based. If Company fails to meet the Capital Investment benchmarks in Sections 3.1, failure to do so will not be an event of default subject to termination and repayment of the abated taxes pursuant to Article 6 of this Agreement, but will result in either the reduction or forfeiture of the tax abatement for the Real Property and Tangible Personal Property for the Tax Year in which the benchmark was missed and those subsequent Tax Years in which the benchmark has not been fully satisfied, as described below. The pro-rata deduction will be calculated by and taking the percentage of the non-performance of the Capital Investment amount after adding in any early benchmark surpluses. For clarity and for example only, assume that on December 31, 2026 Company invested \$50,000,000 for Phase 2 of the Facility and received a Final Inspection. Company would be \$5,000,000 short of the \$55,000,000 Capital Investment benchmark. Company would have only reached approximately 90% of its Capital Investment benchmark and the 100% abatement for Tax Year 2025 will be reduced by approximately 10%, so Company would be entitled to approximately 90% abatement on Real Property and Tangible Personal Property for Tax Year 2025, provided it is otherwise in compliance with this Agreement. To receive the full 100% abatement for any subsequent Tax Year, Company must make an additional \$5,000,000 Capital Investment and otherwise be in compliance with this Agreement. Receiving a Final Inspection as required in Section 3.1 is a condition precedent to receiving any tax abatement under this Agreement. So, in the foregoing example, if Company had not received a Final Inspection for Phase 2, it would forfeit its right to any abatement of taxes for that Tax Year and any subsequent Tax Year in the event the Final Inspection had not occurred.

ARTICLE 7

TERMINATION; REPAYMENT; OFFSET

7.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by City, if Company defaults by failing to continuously operate the Facility as required by Section 3.2, or fails to comply with its obligations under Sections 3.4 or 3.5 and such default is not cured within ninety (90) days after written notice thereof;
- (c) upon written notice by the City, if any Impositions owed to the City by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions) and such delinquency is not cured within ninety (90) days of notice or the date which Company has exhausted its rights to protest or contest the taxes or Impositions, whichever is later;

(d) upon written notice by the City, if Company suffers an Event of Bankruptcy or Insolvency; or

(e) upon written notice by Company or the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

7.2 Repayment.

(a) Company Repayment. In the event this Agreement is terminated by the City pursuant to Section 7.1 (b), (c), or (d), Company shall immediately refund to the City and MEDC: (i) an amount equal to the amount of the employee relocation reimbursements described in Section 5.1 that have been provided by the MEDC prior to the date of such termination, plus interest at the rate of London Interbank Offer Rate (LIBOR) or if the LIBOR shall ever cease to exist or cease to announce a lending rate, then at the annual Applicable Federal Rate as published by the Internal Revenue Service accruing from the Effective Date until paid; and (ii) the amount of all Tangible Personal Property and Real Property taxes abated under this Agreement for the three (3) years prior to the year in which this Agreement is terminated.

(b) Additional Remedies. Upon termination of this Agreement by the City, all taxes abated as a result of this Agreement for the three years prior to the year in which this Agreement is terminated shall become a debt to the City as liquidated damages, and shall become due and payable not later than ninety (90) days after a notice of termination is provided. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. The City shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Real Property and the Tangible Personal Property, without tax abatement for the years in which tax abatement hereunder was received by Company at the rate applicable for each such year to be repaid, as determined by the Tarrant Appraisal District. The liquidated damages shall constitute a tax lien against the Real Property and Company's Tangible Personal Property. Further, the liquidated damages shall incur penalties and interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

(c) Survival of Repayment Obligations. The repayment obligations of Company set forth in this Section 7.2 shall survive termination of this Agreement except in the event of a termination pursuant to Section 7.1(a).

7.3 Offsets. The City and MEDC may, at their option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court.

ARTICLE 8 MISCELLANEOUS

8.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

8.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in performing its obligations under this Agreement, is deemed to have acted independently, and the City and MEDC assume no responsibilities or liabilities to third parties in connection with these actions.

8.3 No Joint Venture. 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.

8.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City or MEDC, to: Economic Development Director
City of Mansfield
301 S. Main Street
Mansfield, Texas 76063

With a copy to: City Manager
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

Drew Larkin
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Company, to: Straumann Manufacturing, Inc.
916 113th Street
Arlington, TX 76011
Attn: Sr. Director, Operations

With a copy to:

Straumann Manufacturing, Inc.
60 Minuteman Rd
Andover, MA 01810
Attn: Regional General Counsel

8.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

8.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas

8.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

8.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

8.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

8.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.12 Successors and Assigns. Except for an assignment to an Affiliate, this Agreement may not be assigned without the prior written consent of the City and MEDC.

8.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

8.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the City's or MEDC's ability to pay the City Grant, MEDC Grants, the abatement of taxes, or otherwise extracts or imposes any penalty or other restriction upon the

payment of the City Grant, MEDC Grants, or abatement of taxes, such payments and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event the City and MEDC shall be under no further obligation to Company as of the effective date of such limitation or restriction.

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

[Signatures on following page]

CITY:

CITY OF MANSFIELD, TEXAS

David Cook, Mayor

Date : _____

MEDC:

**MANSFIELD ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas non-profit corporation

Larry Klos, President

Date: _____

COMPANY:

STRAUMANN MANUFACTURING, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

COMPANY:

**STRAUMANN MANUFACTURING, INC.,
a Delaware corporation**

By: _____

Name: _____

Title: _____

Date: _____

COMPANY:

**STRAUMANN MANUFACTURING, INC.,
a Delaware corporation**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
Real Property

EXHIBIT "A"

LEGAL DESCRIPTION

BEING, BEING, all of that 36.363 acre (1,583,986 square foot) tract of land situated in the John Robertson Survey, Abstract Number 1317, in the City of Mansfield, Tarrant County, Texas; being all of that tract of land described as Tract 2 in General Warranty Deed to Conway Madison, LLC as recorded in Instrument Number D209279400 of the Official Public Records of Tarrant County, Texas; said 36.363 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at the northeast corner of said Tract 2; said point being in the southeast line of Heritage Parkway (a variable width right-of-way) and being in the center of S. Mitchell Road (a variable width right-of-way, 60-foot wide at this point); from said point a "X" cut in concrete found bears South 15° 38' East, a distance of 0.3 feet;

THENCE, South 31° 22' 34" East, with the northeast line of said Tract 2, a distance of 814.94 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 13° 03' East, a distance of 0.5 feet; said point being the most northerly northwest corner of that tract of land described as Tract 3 in Special Warranty Deed to Living Church as recorded in Instrument Number D218159009 of the Official Public Records of Tarrant County, Texas;

THENCE, South 29° 56' 29" East, continuing with the northeast line of said Tract 2, a distance of 535.65 feet to a point at the southeast corner of said Tract 2; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears North 61° 20' West, a distance of 0.3 feet; said point being an inner ell corner in the north line of said Tract 3;

THENCE, with the south line of said Tract 2, the following four (4) courses and distances:

South 60° 57' 21" West, a distance of 183.28 feet to a point for corner; said point being the northeast corner of that tract of land described as Tract 2, a called 5.427 acre tract, to said Living Church;

South 59° 38' 58" West, a distance of 802.72 feet to a 1/2-inch iron rod found for corner; said point being an inner ell corner on the north line of said 5.427 acre tract;

North 30° 26' 55" West, a distance of 142.73 feet to a 3/8-inch iron rod found for corner; said point being the most westerly northeast corner of said 5.427 acre tract;

South 59° 39' 48" West, a distance of 377.04 feet to a 5/8-inch iron rod with "SEMPCO INC" cap found at the southwest corner of said Tract 2 and the northwest corner of said 5.427 acre tract; said point being in the northeast line of U.S. Highway No. 287 (a variable width right-of-way);

THENCE, North 21° 33' 30" West, with the southwest line of said Tract 2 and the northeast line of said U.S. Highway No. 287, a distance of 1,094.78 feet to a point at the northwest corner of said Tract 2; said point being in the southeast line of said Heritage Parkway;

THENCE, with the northwest line of said Tract 2 and the southeast line of said Heritage Parkway, the following five (5) courses and distances:

North 28° 52' 18" East, a distance of 160.25 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 68° 54' West, a distance of 0.3 feet;

North 78° 57' 48" East, a distance of 476.48 feet to a point for corner; from said point a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found bears South 24° 10' West, a distance of 0.4 feet;

North 18° 09' 46" East, a distance of 318.07 feet to a point for corner; said point being the beginning of a non-tangent curve to the left; from said point a 1/2-inch iron rod found bears South 20° 51' West, a distance of 0.3 feet;

In a northeasterly direction, along said curve to the left, an arc length of 282.58 feet, having a radius of 2,362.86 feet, a central angle of 06° 51' 08", and a chord which bears North 62° 33' 01" East, 282.41 feet to a 1/2-inch iron rod with "WEIR & ASSOC INC" cap found for corner;

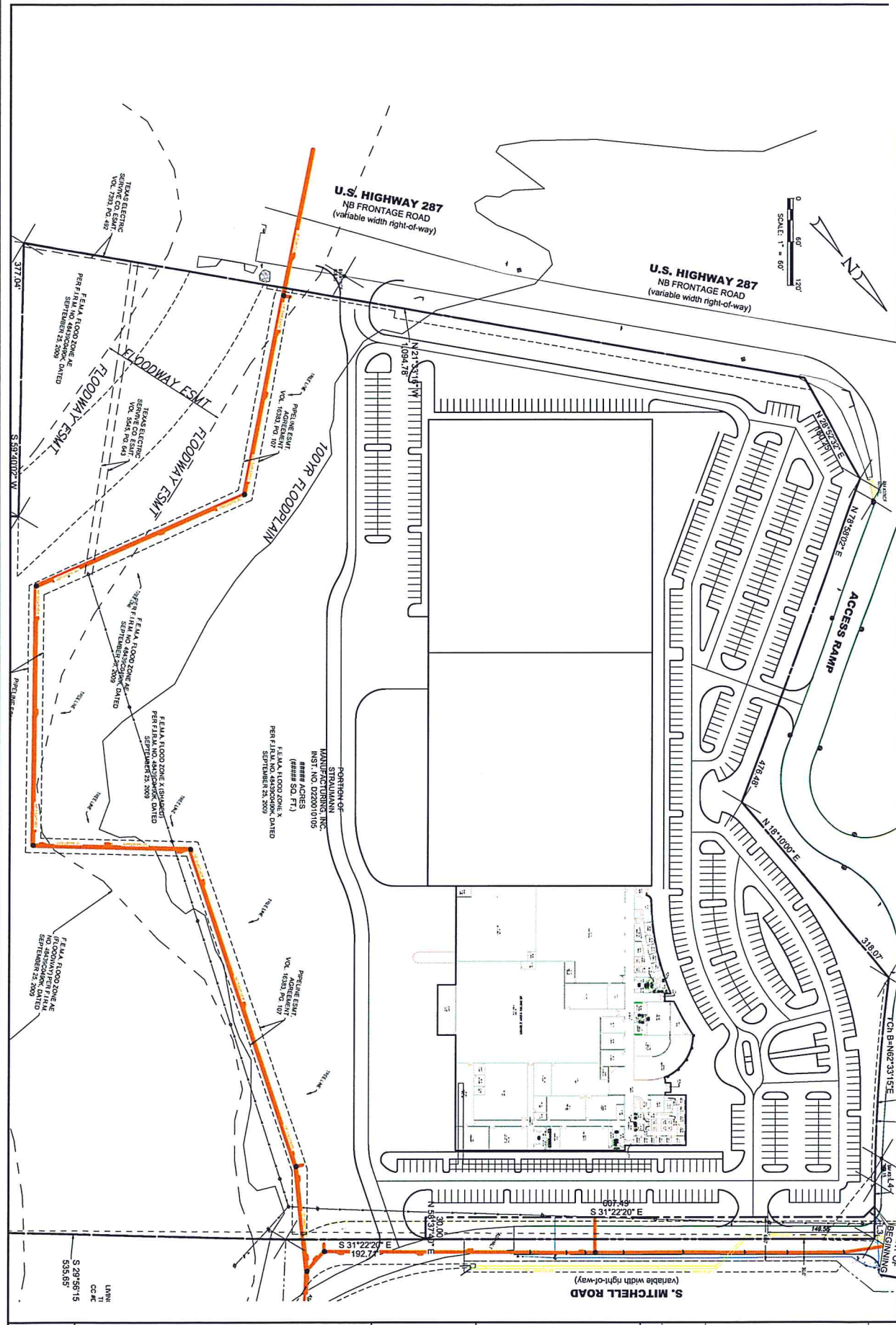
North 59° 07' 28" East, a distance of 77.48 feet to the POINT OF BEGINNING and containing an area of 36.363 acres or 1,583,986 square feet of land, more or less.

Straumann Site

124



EXHIBIT “B”
Facility



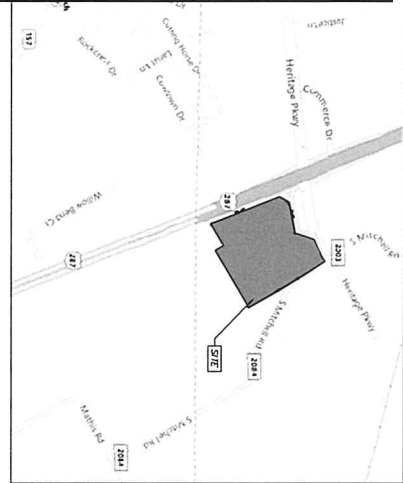
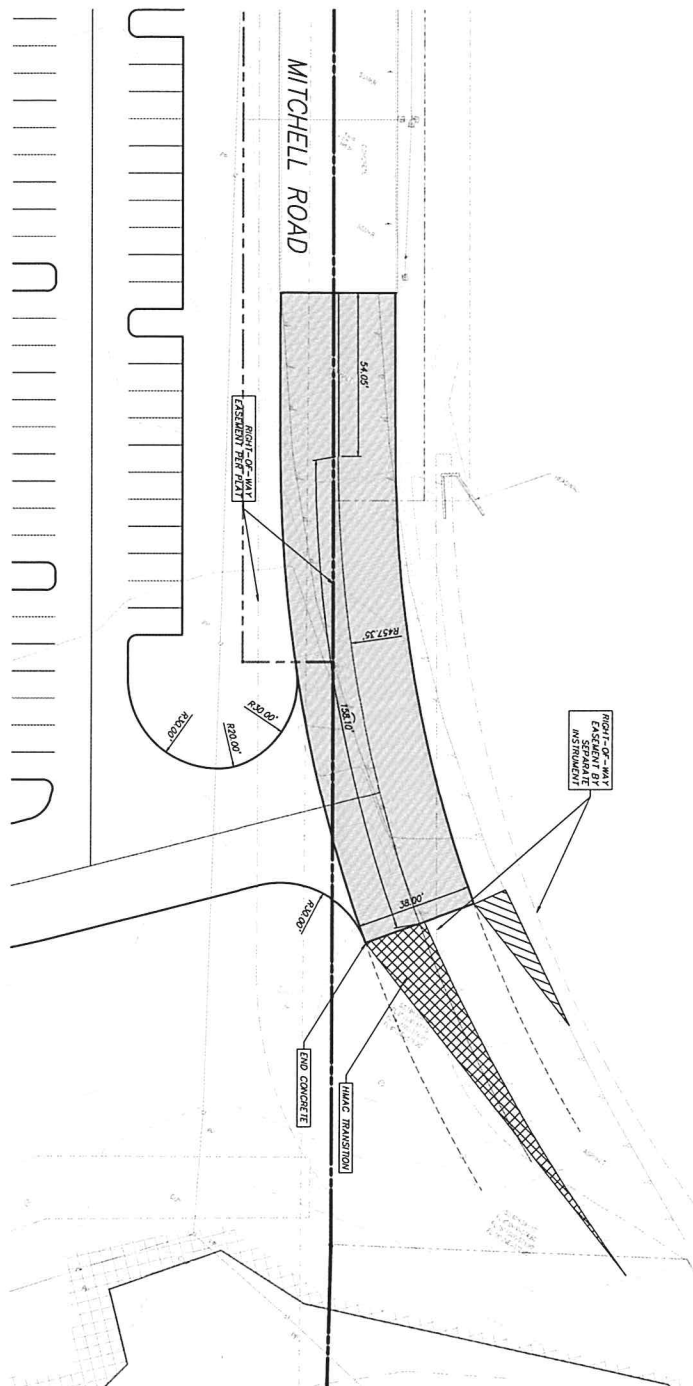
ALKAZAR, 11220 DALLAS PKWY
MANSFIELD, TX 75033

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
4700 WILLOW PLAZA, SUITE 210
DALLAS, TEXAS 75243
Phone: (972) 496-1111
Fax: (972) 496-1111
E-mail: info@winkelmann.com
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No.	DATE	REVISION	APPROV.
1.			
2.			
3.			
4.			
5.			
6.			

LAST SAVED BY: DREW March 6, 2020

EXHIBIT “C”
Mitchell Road Improvements



MITCHELL ROAD EXHIBIT
SMBP

MANSFIELD, TX 75033



Winkelmann
& Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6790 HILLCREST PLAZA DRIVE, SUITE 215 (971) 480-7090
DALLAS, TEXAS 75238 (971) 480-7099 FAX
Texas Engineers Registration No. 29
Texas Surveyors Registration No. 100888-00
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6.			
5.			
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1.			
No.	DATE	REVISION	APPROV.

EXHIBIT “D”
Equipment Inspections



October 9, 2019

Michael A. Cutri, Managing Director
Ernst & Young LLP
725 South Figueroa Street Suite 500
Los Angeles, California 90017-5418

RE: Equipment Listing

Dear Mr. Cutri:

Following our on-site visit to the Arlington Straumann facility on 10/9/19 and the subsequent discussions regarding the permitting procedure for such a facility in Mansfield, I want to provide a summary of the policy that will be used in order to provide consistency for future projects.

Prior to commencement of the project, a building permit application and construction drawings for the building and its systems (M/E/P, life safety, civil, etc.) must be submitted for review. We would ask for a general "lay out" plan for the larger equipment areas in order for exit egress to be calculated, however no specifications or specific details will be necessary, as this equipment will not be included in the building permit.

Inspections associated with this permit would be simply for the building, building systems and site, prior to the issuance of a Certificate of Occupancy (C.O.). Once the C.O. is issued, any equipment would then be brought into the building and properly "installed" at the owner's own risk, without the need for additional permits or inspections, unless some modification of the building's electrical system is necessary.

As was discussed during our site visit, we believe that the specific listing exception allowance within OSHA regulations for such custom made equipment designed for, and intended for use by a particular customer, in addition to the documentation requirements for Installation and Operational Procedures of such equipment, provides further confirmation that safety needs and the intent of our adopted codes will be met.

This permitting and inspection procedure will be in effect for the initial building project, as well as future phases that may take place.

If you have any questions, please feel free to contact me at (817) 276-4223.

Sincerely,

J. Paul Coker, CBO, RAS
Chief Building Official

cc: file



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3536

Agenda Date: 4/13/2020

Version: 1

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Discuss, Consider, and Approve a Resolution Continuing Mayor Cook's Declaration of Public Health Emergency

Requested Action

Defer to Council.

Recommendation

Defer to Council.

Description/History

Consider extending the Declaration of Public Health Emergency to April 30, 2020.

Justification

N/A

Funding Source

N/A

Prepared By

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