



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, September 14, 2020

4:00 PM

Council Chambers

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#### REGULAR MEETING AMENDED AGENDA

**THIS MEETING WILL BE HELD BY VIDEO CONFERENCING. To participate, please register at [https://mansfieldtexas.zoom.us/webinar/register/WN\\_mn1cYBUgSwm-FOSQiTKMaw](https://mansfieldtexas.zoom.us/webinar/register/WN_mn1cYBUgSwm-FOSQiTKMaw) by 7:00 p.m. on Monday, September 14, 2020 or join by telephone at 1-888-788-0099 (Toll Free). If joining by phone, please provide the Webinar ID number and password below:**

**Webinar ID: 966-0661-9969**

**Passcode: 1234567**

**Citizen comments and public hearing comments may also be submitted through the city's website [www.mansfieldtexas.gov](http://www.mansfieldtexas.gov) or by sending an email to [susana.marin@mansfieldtexas.gov](mailto:susana.marin@mansfieldtexas.gov). All comments must be submitted by 5:00 p.m. Monday, September 14, 2020. Comments received will be read into the record by the Mayor or the City Secretary.**

**1. 4:00 P.M. - CALL MEETING TO ORDER**

**2. WORK SESSION**

Discussion Regarding the Mosquito Control Policy

**3. 5:00 P.M. RECESS INTO EXECUTIVE SESSION**

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

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

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

Seek Advice of City Attorney Regarding Legal Issues Related to Insurance Programs and Claims

Seek Advice of City Attorney Regarding Claim Notices

Seek Advice of City Attorney Regarding Mansfield Economic Development Corporation and City of Mansfield Agreements with RMA Holdings, Inc.

- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- C. Personnel Matters Pursuant to Section 551.074**
- D. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087**
- 4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**
- 5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**
- 6. INVOCATION**
- 7. PLEDGE OF ALLEGIANCE**
- 8. TEXAS PLEDGE**

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

**9. 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.*

**10. COUNCIL ANNOUNCEMENTS**

**11. SUB-COMMITTEE REPORTS**

- [20-3746](#) Discussion and Possible Action Regarding the Allocation  
Recommendations for FY 20/21 Hotel/Motel Tax Funds by the Hotel/Motel  
Tax Policy and Use Sub-Committee

**Presenters:** Julie Short, Brent Newsom and Casey Lewis

**12. STAFF COMMENTS**

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

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

Current/Future Agenda Items

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

- [20-3725](#) Resolution - A Resolution Authorizing an Engineering Services Agreement  
with Plummer Associates Inc to Conduct a Plant Capacity, Membrane  
Filter Capacity, and Membrane Filter Pilot Study

**Presenters:** Joe Smolinski and Jeff Price

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

- [20-3735](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas  
Adopting the City of Mansfield, Texas Investment Policy; Approving  
Training of the City's Investment Officer; Approving Investment Pools; and  
Providing Qualified Broker Dealers and Investment Advisors for Engaging  
in Investment Transactions for the City

**Presenters:** Peter Phillis and Bryan Rebel

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

[Investment Policy](#)

[Certificate of Investor](#)

[List of Investment Advisors](#)

- [20-3740](#) Resolution - A Resolution Authorizing the Professional Financial Audit  
Services Contract

**Presenters:** Peter Phillis and Bryan Rebel

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

[Audit Decision Matrix](#)

[20-3736](#) Minutes - Approval of the August 17, 2020 Special City Council Meeting Minutes

**Presenters:** Shelly Lanners and Susana Marin

**Attachments:** [8-17-20 DRAFT Meeting Minutes](#)

[20-3737](#) Minutes - Approval of the August 24, 2020 Regular City Council Meeting Minutes

**Presenters:** Shelly Lanners and Susana Marin

**Attachments:** [8-24-20 DRAFT Meeting Minutes](#)

[20-3738](#) Minutes - Approval of the August 31, 2020 Special City Council Meeting Minutes

**Presenters:** Shelly Lanners and Susana Marin

**Attachments:** [8-31-20 DRAFT Meeting Minutes](#)

### **END OF CONSENT AGENDA**

## **15. OLD BUSINESS**

[20-3680](#) Ordinance - Third and Final Reading of an Ordinance Amending Ordinance Chapter 30, "Personnel" of the Code of Mansfield, Texas by Amending the Code of Ethics and Conduct for City Elected Officials and Board and Committee Members

**Presenters:** Allen Taylor

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

[Current Ordinance](#)

[Ethics Ordinance Revisions](#)

[20-3674](#) Resolution - A Resolution Adopting a New Mansfield Mosquito Surveillance & Control Policy

**Presenters:** Joe Smolinski and Bart VanAmburgh

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

[Mosquito Policy 2013](#)

[Mosquito Policy 2020 - Final Draft](#)

[Mosquito Surveillance Comparison](#)

[Mosquito Policy 2013-2020 Redlined](#)

[20-3729](#) Ordinance - Second Reading of an Ordinance Considering Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning on October 1, 2020, and Ending on September 30, 2021, and Making Appropriations for Each Fund and Department



**Presenters:** Joe Smolinski, Peter Phillis and Gary Cardinale

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

- [20-3732](#) Ordinance - Second Reading of an Ordinance Levying the Ad Valorem Taxes for Fiscal Year 2021 at a Rate of \$0.69000 per One Hundred Dollars (\$100) Assessed Valuation on all Taxable Property

**Presenters:** Joe Smolinski, Peter Phillis and Gary Cardinale

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

- [20-3751](#) Discussion and Possible Action Regarding Options Related to Tattoo Parlor Zoning, Specific Use Permits, and Commercial Leases (Addendum to Agenda)

**Presenters:** Joe Smolinski and Matt Jones

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

- [20-3704](#) Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Approving a Change of Zoning from C-1, Neighborhood Business District to SF-7.5/18, Single-Family Residential District on Approximately 1.46 Acres Located at 1557 Speers Drive; Cristina Salinas, owner/developer (ZC#20-010)

**Presenters:** Joe Smolinski, Matt Jones and Shirley Emerson

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

[Maps and Supporting Information](#)

[Exhibit A](#)

- [20-3692](#) Ordinance - Public Hearing Continuation and Second Reading of an Ordinance Extending the School Zone on East Debbie Lane that Serves Asa Low Intermediate School and Brooks Wester Middle School

**Presenters:** Joe Smolinski and Bart VanAmburgh

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

[Debbie Lane School Zone Change](#)

- [20-3696](#) Ordinance - Public Hearing Continuation and Second Reading to Consider a Historic Landmark Overlay District Classification for the 1924 High School and the 1940 Rock Gym at 605 E. Broad Street; Art Wright, City Historic Preservation Officer, on behalf of the Mansfield Independent School District, owner (ZC#20-011)

**Presenters:** Joe Smolinski, Matt Jones and Art Wright

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

[Maps and Supporting Information](#)

[Photographs of Buildings](#)

## 17. **NEW BUSINESS**

- [20-3693](#) Resolution - A Resolution of the City of Mansfield, Texas Approving an

Economic Development Agreement Between the Mansfield Economic Development Corporation, and Goodman Food Products Texas, Inc.; Authorizing the MEDC President to Execute Said Agreement; and Providing an Effective Date

**Presenters:** Richard Nevins and Peter Phillis

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

[DLF Expansion Agreement](#)

[20-3714](#)

Resolution - A Resolution Approving a Purchase and Sale Contract Between the Mansfield Economic Development Corporation, and Seefried Industrial Properties, Inc. for the Sale of Approximately 53.045 Acres of MEDC Land Located South of Easy Drive

**Presenters:** Richard Nevins and Peter Phillis

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

[Purchase and Sale Agreement](#)

[Exhibit](#)

[20-3741](#)

Board Appointments: Historic Landmark Commission

**Presenters:** City Council

[20-3742](#)

Board Appointments: Library Advisory Board

**Presenters:** City Council

[20-3745](#)

Board Appointments: Construction Codes Board of Adjustment & Appeals

**Presenters:** City Council

[20-3748](#)

Discussion and Possible Action Regarding the Approval of a Parklet Application Located at 117 North Main Street

**Presenters:** Joe Smolinski and Matt Jones

**Attachments:** [Parklet 117 Binder](#)

[20-3749](#)

Ordinance - An Ordinance of the City of Mansfield, Texas Approving and Authorizing a First Amendment to Ordinance No. 2162-20 Authorizing the City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 and Resolving Other Matters Relating Thereto

**Presenters:** Joe Smolinski and Peter Phillis

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

**18. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 14, 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 Friday, September 11, 2020 prior to 4:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Susana Marin, City Secretary

Approved as to form:

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City Attorney

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

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

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 20-3746

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

Discussion and Possible Action Regarding the Allocation Recommendations for FY 20/21  
Hotel/Motel Tax Funds by the Hotel/Motel Tax Policy and Use Sub-Committee

**Requested Action**

Approval of Sub-Committee allocation recommendations.

**Recommendation**

Approval of Sub-Committee allocation recommendations.

**Description/History**

The Sub-Committee met on July 23, 2020 and July 29, 2020 to review and discuss the Hotel/Motel Occupancy Tax Fund applications received for FY20/21. The Sub-Committee will provide their recommendations during the discussion of this agenda item.

**Justification**

N/A

**Funding Source**

Hotel/Motel Tax Funds

**Prepared By**

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 20-3725

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

### Title

Resolution - A Resolution Authorizing an Engineering Services Agreement with Plummer Associates Inc to Conduct a Plant Capacity, Membrane Filter Capacity, and Membrane Filter Pilot Study

### Requested Action

Consider the Resolution authorizing an engineering services agreement with Plummer Associates Inc. for an amount not to exceed \$478,100.00.

### Recommendation

Utility Staff recommends approval of the Resolution.

### Description/History

In 2006 the City conducted a filter pilot study that looked at membrane filtration technology for the Phase IV Expansion at the Bud Ervin Water Treatment Plant (BEWTP). Upon the conclusion of this pilot study, Pall Membranes were selected and then later constructed into the expansion. These filters went online in early 2011 with an anticipated ten-year life expectancy. Now that we are approaching the end of the Pall Filters life, we need to identify a replacement strategy.

In the Utility Strategic Plan, we have identified and planned for the remaining 15 MGD of capacity to construct in 2024 and to include the replacement of the current Pall filters.

Technology in the membrane treatment industry has evolved since the 2006 pilot study. We believe there may be other manufacturers who have membrane filters that offer increased flow rates. Higher flow rates through the membrane filter process could lead to larger treatment capacity at the BEWTP.

This project consists of nine individual tasks. The first five tasks are established to evaluate manufacturers' technology and flow capabilities while determining the capabilities of the existing infrastructure at the BEWTP. Completing these steps first will evaluate the value and direction of pilot testing the membrane filters.

### Justification

Plummer Associates completed the 2006 filter pilot study and bring the expertise of conducting several other pilot studies on water plants receiving water from the same sources as the City. Membrane filter pilot testing is required by the TCEQ to determine the filters are capable of meeting all organic removal requirements before placing them into production.

Staff feels there is sufficient evidence showing new membrane technology avails to higher flow rates. If this technology proves out, we could see as much as a 15MGD increase in the BEWTP buildout capacity, thus significantly benefitting the timeline for needing the second water treatment plant.

**Funding Source**

Utility Fund

**Prepared By**

Jeff Price, Director of Utilities  
817-728-3602

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

A RESOLUTION AUTHORIZING AN ENGINEERING  
SERVICE AGREEMENT WITH PLUMMER  
ASSOCIATES INC FOR A PLANT CAPACITY,  
MEMBRANE FILTER CAPACITY AND MEMBRANE  
FILTER PILOT STUDY.

WHEREAS, the City Council of the City of Mansfield, Texas, has determined that it would be in the best interest of the citizens of the City of Mansfield to contract for the engineering services related to a plant capacity, membrane filter capacity, and membrane filter pilot study, and,

WHEREAS, the expenditure of the funds stated herein has been incorporated into the Utility Fund, and,

WHEREAS, after review and consideration of the services being offered it is the determination of City Council that an engineering services agreement be executed, and,

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

SECTION 1.

The City Manager is hereby authorized and directed to execute contractual documents with Plummer Associates, Inc., for engineering services necessary to complete a water system PLANT CAPACITY, MEMBRANE FILTER CAPACITY AND MEMBRANE FILTER PILOT STUDY for the City of Mansfield, Texas at a total cost not to exceed \$478,100.00 (four hundred seventy-eight thousand one hundred dollars).

PASSED AND APPROVED this the 14th day of September, 2020.

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David Cook, Mayor

ATTEST:

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Susana Marin, City Secretary



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 20-3735

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting the City of Mansfield, Texas Investment Policy; Approving Training of the City's Investment Officer; Approving Investment Pools; and Providing Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transactions for the City

**Requested Action**

Review the Investment Policy and investment strategies of the City of Mansfield, Texas.

**Recommendation**

Approve a policy guiding the investment strategies of the City's public funds.

**Description/History**

The State of Texas Legislature adopted the Public Funds Investment Act, which defines the strategy and management of the investment of public money. The Act outlines guidelines to protect and preserve the public's funds and has become widely accepted within the policies and practices of the investment community within the State of Texas. Moreover, it requires that Public entities have an investment policy that conforms to the principles established by the Act. The City of Mansfield, Texas Investment Policy complies with the State's Public Funds Investment Act.

**Justification**

The City's Investment Policy is a guideline to the investment officer and investment community of the City of Mansfield. It also serves as a guide for investment advisors as to the types of investments in which the City of Mansfield may invest its cash. This policy ensures the City's compliance with the State's investment laws about public money. (Public Funds Investment Act, Government Code, Chapter 2256).

**Funding Source**

N/A

**Prepared By**

Peter K. Phillis, CPA, Deputy City Manager; 817-276-4261  
Bryan Rebel, Chief Accountant; 817-276-4296



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS  
ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE  
CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND  
APPROVING QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT  
TRANSACTIONS OF THE CITY**

**WHEREAS**, Section 2256.005(e) of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to review its investment policy and investment strategies annually; and

**WHEREAS**, Section 2256.008 of the Public Funds Investment Act (the "Act") directs the Deputy City Manager or designee, treasurer, to attend at least one training session from an independent source approved by the governing body; and

**WHEREAS**, Section 2256.016 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to authorize the investment pools the entity invests or engages in the investment of funds of the entity; and

**WHEREAS**, Section 2256.025 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to annually review, revise, and adopt a list of qualified brokers to engage in investment transactions with the entity.

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

**SECTION 1.**

That the City Council of the City of Mansfield, Texas has reviewed the Investment Policy and Investment Strategy and hereby adopts the Investment Policy as attached to this resolution.

**SECTION 2.**

That the City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, and confirms the investment training provided to the City's Investment Officer from an independent source.

**SECTION 3.**

That the City Council of the City of Mansfield, Texas acknowledges, approves, ratifies and confirms the investment pools for investing the funds of the City.

**SECTION 4.**

That the City Council of the City of Mansfield, Texas acknowledges, approves, ratifies and confirms the list of qualified brokers/dealers/investment advisors for engaging in investment transactions of the City.

**SECTION 5.**

This resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF AUGUST, 2020.**

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**David L. Cook, Mayor**

**ATTEST:**

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**Susana Marin, City Secretary**

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# INVESTMENT POLICY

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## I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Mansfield in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Mansfield shall review its policy and investment strategies annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the “Act”) to define, adopt and review a formal investment strategy and policy.

## II. SCOPE

This investment policy applies to all financial assets of the City of Mansfield. These funds are accounted for in the City’s Comprehensive Annual Financial Report (CAFR) and include:

- Governmental Funds
- Proprietary Funds
- Fiduciary Funds

## III. INVESTMENT OBJECTIVES & STRATEGIES

The City of Mansfield shall manage and invest the assets of all of its funds with the following objectives. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

### A. Suitability of Investments

The City of Mansfield, Texas maintains a commingled pool of operating and non-operating funds for the purpose of obtaining economies of scale in investments and reduced transaction costs while providing separate investment accounting for its operating and non-operating funds. The City utilizes the specific investment strategy considerations designed to address the characteristics of its portfolio:

1. The City’s first investment strategy is to assure that anticipated cash flows are matched with adequate investment liquidity.
2. The second investment strategy is to create a portfolio structure that will experience minimal volatility during economic cycles (high quality paper, short-to-mid-term maturities, laddered or barbell maturity structures).
3. The third investment strategy is to maintain maximum dollar weighted average maturity of 365 days or less and will be calculated using the stated final maturity date of each security.

## B. Safety

The primary objective of the City's investment activity in all funds is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities default or erosion of market value.

## C. Liquidity

The City's investment portfolio for all funds shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

## D. Yield

The City's cash management portfolio of all funds shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, State Statutes, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

## A. Risk and Diversification

The City of Mansfield recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

1. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
2. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury securities and insured or collateralized certificates of deposit.
3. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described in Section VII.

#### F. Marketability

The Deputy City Manager or designee shall strive to ensure that the market value of each investment exceeds the book value. The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The Deputy City Manager or designee will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

#### G. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of public trust. Investment officials shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

### IV. RESPONSIBILITY AND CONTROL

#### A. Delegation of Authority and Training

Authority to manage the City's investment program is derived from resolution of the City Council. The Deputy City Manager or designee is designated as investment officer of the City and is responsible for investment decisions and activities. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the City. The Deputy City Manager or designee shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Deputy City Manager or designee shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, the Deputy City Manager or designee shall attend an investment training session not less than once every two years and receive not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by the City Council.

#### B. Internal Controls

The Deputy City Manager or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation costs and benefits require estimates and judgments by management.

Accordingly, the Deputy City Manager or designee shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Avoidance of physical delivery securities.
5. Clear delegation of authority to subordinate staff members.
6. Written confirmation for telephone (voice) transactions for investments and wire transfers.
7. Wire transfer arrangement with the depository bank or third party custodian.

#### C. Monitoring

The Deputy City Manager or designee shall monitor the market price of investments by checking the Wall Street Journal on a daily basis and monitoring statements from financial institutions. The investment officer may seek a third party independent pricing source to determine the value of the portfolio.

#### D. Prudence

The standard of prudence to be applied by the Deputy City Manager or designee shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether the Deputy City Manager or designee has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
2. Whether the investment decision was consistent with the written investment policy of the City.

The Deputy City Manager or designee, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, providing that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

#### E. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

### V. REPORTING

#### A. Monthly Reporting

The Deputy City Manager or designee shall submit a signed monthly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent month, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the month in compliance with state law.

#### B. Annual Report

Within 180 days of the end of the fiscal year, the Deputy City Manager or designee shall present an audited annual report on the investment program and investment activity. This report may be presented along with the Comprehensive Annual Financial Report to the City Manager and City Council.

#### C. Methods

The monthly investment report shall include management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be provided to the City Manager and City Council. The report will meet the requirements of Texas Government Code §2256.023(b) (4) and shall include the following:

1. A listing of individual securities held at the end of the reporting period.
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
3. Additions and changes to the market value during the period.
4. Average weighted yield to maturity of portfolio on entity of investments as compared to applicable benchmark.
5. Listing of investments by maturity date.
6. The percentage of the total portfolio which each type of investment represents.
7. Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.
8. For a pooled fund group, the report must contain a statement prepared in accordance with generally accepted accounting principles which includes the fully accrued interest for the reporting period.

## VI. AUTHORIZED INVESTMENTS

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

### Investments

Assets of the City of Mansfield may be invested in the following instruments: provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

#### A. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Direct obligations of the State of Texas and agencies thereof.
3. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or the United States of America.



4. Obligations of the State, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
5. Certificates of Deposit of state and national banks with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured in compliance with the Public Funds Collateral Act and this investment policy.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Deputy City Manager, other than agency for the pledged obligation. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution with a main office or branch in Texas. A Master Repurchase Agreement, or similar agreement, must be signed by the institution/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery versus payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 105 percent at the time funds are disbursed.
7. Investment pools which meet the requirements of TEX.GOV.CODE §2256.016, provided the City Council has approved the specific pool.
8. No-load money-market mutual funds that are registered and regulated by the Securities and Exchange Commission complies with Federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). The fund must conform to the requirements relating to the eligibility of investment pools.
9. No-Load mutual funds that are registered with the Securities and Exchange Commission, having an average weighted maturity of less than two years and is invested or secured in obligations described in 1 through 4 above. The fund must conform to the requirements relating to the eligibility of investment pools.

#### B. Not Authorized

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investments in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
5. Commercial Paper, except that the City can invest in local government investment pools, and money market mutual funds that have commercial paper as authorized investments. These investment pools must meet the requirements of Article VI. Paragraph 7, 8, and 9.

### C. Holding Period

The City of Mansfield intends to match the holding periods of investment funds with the liquidity needs of the City. In no case will the average maturity of investments of the City's funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve month period.

## VII. SELECTION OF BANKS AND DEALERS

### A. Depository

At least every five years, a depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Deputy City Manager or designee shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

### B. Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificates of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Deputy City Manager or designee.

### C. Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York also known as the "Primary Government Security Dealers", unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities which they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements;
- proof of Financial Industry Regulation Authority (FINRA) certification;
- proof of state registration;
- completed broker/dealer questionnaire;
- certification of having read the City's investment policy signed by a qualified representative of the organization as defined by the State Statute;
- acknowledgement that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

The investment officers are precluded from purchasing an investment from a representative who has not delivered the written information.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Deputy City Manager or designee.

## VIII. SAFEKEEPING AND CUSTODY

### A. Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 105% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the Deputy City Manager or designee or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledge securities is adequate.

### B. Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps in gaining access to the collateral should the City of Mansfield determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Mansfield, the firm pledging the collateral, and the Trustee.

### C. Collateral Defined

The City of Mansfield shall accept on the following as collateral:

1. FDIC.
2. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
3. Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas.
4. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.
5. An irrevocable Federal Home Loan Bank Letter of Credit.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the Deputy City Manager or designee or the City’s independent auditors.

E. Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies’ securities and all investments except investment pool funds and mutual funds shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee’s records shall assure the notation of the City’s ownership of or explicit claim on the securities. The original copy of all safekeeping receipt shall be delivered to the City.

## IX. INVESTMENT POLICY ADOPTION AND REVIEW

The City of Mansfield investment policy shall be adopted by resolution of the City Council. The Policy shall be reviewed for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council.

CERTIFICATE OF INVESTOR OR  
INVESTMENT POOL

1. The City of Mansfield has presented a copy of its Investment Policy to the undersigned.
2. The undersigned has received and reviewed the Investment Policy.
3. The undersigned has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the undersigned that are not authorized by the City's investment policy, except to the extent the authorization is dependent upon one analysis of the entire portfolio or requires an interpretation of subjective investment standards.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Organization

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

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

## 2020 List of Investment Advisors/Brokers/Dealers/Contacts

Ms. Julie Erickson  
Vice President, Corporate Treasury  
Bank of America Merrill Lynch  
IL4-540-28-01  
540 W Madison Avenue, 28<sup>th</sup> Floor  
Chicago, IL 60661

Mr. Jordan Mayer  
JP Morgan Chase  
277 Park Avenue, Floor 03  
New York, NY 10172

Ms. Linda Callaway  
Hilltop Securities  
300 W. Sixth Street, Suite 1940  
Austin, TX 78701

Mr. Colin Lamborn  
INVESCO AIM Investment Services  
11 Greenway Plaza, Suite 1000  
Houston, TX 77046

Mr. Glenn Forbes  
JP Morgan Chase  
420 Throckmorton Street, Suite 400  
Fort Worth, TX 76102

Ms. Brenda Roznowski  
TexSTAR  
1201 Elm Street, Suite 3500  
Dallas, TX 75270

Mr. Greg Jebsen  
American National Bank of Texas  
102 West Moore Avenue  
Terrell, TX 75160

Ms. Susan Anderson  
Valley View Consulting, LLC  
130 Pecan Creek Drive  
Horseshoe Bay, Texas 78657

Mr. Greg Beckel  
Mr. Cody Hundley  
Frost Capital Markets  
100 W. Houston Street, Suite 110  
San Antonio, Texas 78205



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3740

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

### Title

Resolution - A Resolution Authorizing the Professional Financial Audit Services Contract

### Requested Action

Approve the resolution accepting the bid for the City's professional financial audit services between the City of Mansfield, Texas and BKD CPAs & Advisors.

### Recommendation

Approve a Resolution allowing BKD CPAs & Advisors to provide professional financial audit services for the City of Mansfield, Texas.

### Description/History

Chapter 103 of the Texas Local Government Code requires municipalities to have its records and accounts audited annually and to have an annual financial statement prepared based on the audit. The audit must be conducted by a certified public accountant licensed in the State of Texas.

The City of Mansfield, Texas has requested proposals for Professional Financial Audit Services from audit firms licensed to perform financial audits in the State of Texas. The City received proposals from eight different firms located in Texas and New Mexico. The sealed proposals were received on September 1, 2020.

### Justification

As a part of the Government Finance Officers Association's Recommended Practices and compliance with Chapter 103 of the Texas Local Government Code, the City of Mansfield, Texas has decided to initiate a request for proposals and for professional financial audit services. The purpose is to create a competitive market environment for controlling costs while ensuring the City receives a high quality annual audit from a nationally recognized firm. The purpose has been served.

Staff reviewed, evaluated, and analyzed the proposals in detail. All proposals were compared based on a combination of national presence and reputation, price, and local government experience with an emphasis on Texas and similar-sized governments to Mansfield. BKD CPAs & Advisors meets all of the City's criteria including a very strong, national presence and reputation while costing the City less money compared to other similar sized firms. They boast a very impressive local government client list nationwide and particularly in North Texas and

have the significant resources required to perform the City's annual audit and to provide guidance and training throughout the year.

For these reasons, staff has determined that BKD CPAs & Advisors is the best overall solution for professional financial audit services for the City of Mansfield, Texas.

**Funding Source**

General Fund  
Water & Sewer Fund  
Drainage Fund  
MEDC  
MPFDC

**Prepared By**

Peter Phillis, CPA, Deputy City Manager  
817-276-4261

Bryan Rebel, Assistant Director of Business Services  
817-276-4296

Maria Belloti, CPA, Chief Accountant  
817-276-4257



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

**A RESOLUTION ACCEPTING THE PROPOSAL FOR PROFESSIONAL FINANCIAL AUDIT SERVICES OF BKD CPAs & ADVISORS; ADOPTING THE PROPOSAL AS THE CONTRACT FOR PROFESSIONAL FINANCIAL AUDIT SERVICES; PROVIDING A TERM OF FIVE (5) YEARS; REQUIRING SIGNATURE OF AN OFFICER OF BKD CPAs & ADVISORS TO ACCEPT THE TERMS HEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has given notice and requested applications from audit firms licensed and doing business in the State of Texas for provision of the City's professional financial audit services; and

**WHEREAS**, applications were received, opened, and publicly accepted on September 1, 2020; and

**WHEREAS**, after review and consideration of the applications received, it is the recommendation of the administration and determination of the City Council that the agreement be awarded to BKD CPAs & Advisors.

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

**Section 1.**

That the proposal for City professional financial audit services submitted by BKD CPAs & Advisors be, and the same is hereby accepted and adopted, the agreement for City professional financial audit services, subject to the provisions of this Resolution.

**Section 2.**

That it is the determination of the City Council that BKD CPAs & Advisors offered the most favorable proposal for the City's professional financial audit services. That no conflict of interest appears to exist which would preclude the award of this agreement to BKD CPAs & Advisors.

**Section 3.**

That the City Manager be and he is hereby authorized and directed to deliver a copy of this resolution to BKD CPAs & Advisors. The firm shall, if it accepts there terms hereof, execute and return a true copy of the resolution.

**Section 4.**

This agreement shall be in effect and BKD CPAs & Advisors shall be the City's professional financial audit services firm for a five (5) year period beginning with the fiscal year 2020 audit and ending with the fiscal year 2024 audit.

**RESOLVED AND PASSED** this 14<sup>th</sup> day of September, 2020.

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**David L. Cook**, Mayor

ATTEST:

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**Susana Marin**, City Secretary

## Professional Audit Services Decision Matrix

	BKD CPAs & Advisors	Carr, Riggs & Ingram
National Ranking (Revenue and Employees)	13	20
Number of Offices	40	30
Price	\$ 93,600	\$ 131,300
<b>Scorecard:</b>		
National Presence	2	3
Price	2	4
Local Governmental Experience, Texas	1	4
<b>Scorecard Total</b>	<b>5</b>	<b>11</b>

Scorecard ratings: Firms were rated 1-4 with one being the top score and four being the lowest. These four

Recommendation: BKD CPAs & Advisors is determined to have the best value. They have an extensive local presence, are the second largest firm submitting a proposal and the least expensive of the largest firms submitting proposals, and are well respected around the world for their skill and competency as CPAs. They have the resources to provide an opinion on the condition of the City's financial statements.

Clifton, Larson, Allen	Weaver & Tidwell	Brooks Watson & Co.	McConnell & Jones
8	37	N/A	N/A
120	12	1	4
\$ 128,400	\$ 74,250	\$ 87,500	\$ 77,600
Clifton, Larson, Allen	Weaver & Tidwell		
1	4		
3	1		
3	2		
7	7		

firms were selected due to their national presence.

government practice in Texas and nationwide. They are als. They ranked as the 13th largest firm in the world audit the City's financial records and provide an

**Pattillo, Brown & Hill**

**Vail & Park, P.C.**

N/A

N/A

5

1

\$ 108,400

\$ 44,825

\_\_\_\_\_

\_\_\_\_\_



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3736

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

### Title

Minutes - Approval of the August 17, 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 August 17, 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

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Monday, August 17, 2020

5:00 PM

Council Chambers

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#### SPECIAL MEETING

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

*Mayor Cook called the meeting to order at 5:02 p.m.*

*Mayor Cook advised the public they could participate during the meeting by registering through the link provided on the posted agenda or by phone. He also advised the public 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 - Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman; Casey Lewis and David Cook

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

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 5:04 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 5:11 p.m. Mayor Cook recessed executive session at 7:06 p.m.*

##### **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**

Discussion Regarding Boards and Commissions Appointments

City Manager Contract Discussion

##### **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**

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

*Mayor Cook reconvened into regular business session at 7:15 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 Moore led the Texas Pledge.*

**CITIZEN COMMENTS**

*There were no citizen comments.*

**COUNCIL ANNOUNCEMENTS**

*There were no Council announcements.*

**SUB-COMMITTEE REPORTS**

Public Memorials Sub-Committee Meeting Update - August 11, 2020 (Terry Moore, Chair; Larry Broseh; Mike Leyman)

*Council Member Moore provided an update of the Public Memorials Sub-Committee meeting held on August 11, 2020. He stated the Sub-Committee is continuing to name members of the Foundation and will soon start meeting every two weeks.*

**[20-3699](#)**

Minutes - Approval of the August 11, 2020 Public Memorials Sub-Committee Meeting Minutes (vote will be only by the members of the sub-committee)

**A motion was made by Council Member Moore, seconded by Council Member Leyman, that this matter be Approval of Minutes . The motion CARRIED by the following vote:**

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

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

**Abstain:** 0

**STAFF COMMENTS**



**City Manager Report or Authorized Representative**

## Current/Agenda Items

*There were no staff comments.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

**A motion was made by Council Member Cook to approve the City Manager's contract as discussed in executive session and have the City Attorney prepare the same and present it at the next meeting. Seconded by Council Member Moore. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**WORK SESSION DISCUSSION ITEM**

## Continue Preliminary Budget Discussion

*Deputy City Manager Peter Phillis provided an update on the FY21 preliminary budget. He reconfirmed that the budget was balanced with a 10 percent homestead exemption, a two-cent tax rate reduction to 69 cents per \$100 valuation, new positions, capital expenditures including equipment for the new Fire Station No. 5 and a five percent merit increase for employees. Director of Budget/Purchasing Gary Cardinale answered questions and discussed the fund balance. Peter advised the public hearing is scheduled for 7 p.m. Monday, August 31, 2020, with the vote by Council being on September 11, 14 and 15, 2020.*

## Internet Service at City Facilities

*City Manager Joe Smolinski made brief comments regarding a pilot program that could provide public WiFi in several of the City's parks, athletic complexes and historic downtown. He stated the growing number of residents utilizing WiFi for distance learning and remote work options drove the development of the pilot program and use of some Cares Act funds for the initial infrastructure. Assistant to the City Manager Bernadette McCranie detailed the two options on infrastructure and cost for the service that would be provided by BelWav. Council expressed a desire to pursue option B.*

**OLD BUSINESS**[20-3651](#)

Ordinance - Third and Final Reading of an Ordinance of the City of Mansfield, Texas Amending Chapter 111 "Peddlers and Solicitors" of the City of Mansfield, Texas, Code of Ordinances by; Amending Permit Time Restrictions; and Removing Bond Requirements

*Police Chief Tracy Aaron made brief comments and answered Council questions.*

A motion was made by Council Member Newsom to approve the following ordinance adjusting the times to 9:00 a.m. to 7:00 p.m. Central Standard Time and ending at 8:30 p.m. during Daylight Savings Time:

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 111 "PEDDLERS AND SOLICITORS" OF THE CITY OF MANSFIELD, TEXAS, CODE OF ORDINANCES BY; AMENDING PERMIT TIME RESTRICTIONS; AND REMOVING BOND REQUIREMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2180-20

### **RECESS INTO EXECUTIVE SESSION**

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 8:26 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 8:32 p.m. Mayor Cook adjourned executive session at 9:49 p.m.*

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

Discussion Regarding Boards and Commissions Appointments

City Manager Contract Discussion

### **ADJOURN**

**Mayor Cook adjourned the meeting at 9:49 p.m.**

\_\_\_\_\_  
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: 20-3737

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

### Title

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

### Requested Action

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

### Recommendation

Approval of the minutes by the Council.

### Description/History

The minutes of the August 24, 2020 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

### Justification

Permanent Record

### Funding Source

N/A

### Prepared By

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

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Monday, August 24, 2020

3:30 PM

Council Chambers

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#### REGULAR MEETING

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

*Mayor Cook called the meeting to order at 3:30 p.m.*

*Mayor Cook advised the public they could participate during the meeting by registering through the link provided on the posted agenda or by phone. He also advised the public 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 - Larry Broseh; Brent Newsom; Terry Moore; Julie Short; Mike Leyman; Casey Lewis and David Cook

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

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 3:33 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 3:35 p.m. Mayor Cook recessed executive session at 7:08 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 the City Attorney Regarding Regulatory Requirements for Subdivision Plat Approval

Seek Advice of City Attorney Regarding City Owned Public/Private Partnership Agreements

Seek Advice of City Attorney Regarding Claim Notice Letter

Seek Advice of City Attorney Regarding Disposition of Property

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

Disposition of City Property

**Personnel Matters Pursuant to Section 551.074**

Board Interviews

**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 #20-05

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

*Mayor Cook reconvened into regular business session at 7:16 p.m.*

**INVOCATION**

*Walnut Ridge Baptist Church Missions Director Jerry Ritchie 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 Newsom led the Texas Pledge.*

**CITIZEN COMMENTS**

*Tamera Bounds - 1009 Meriwether Street - Ms. Bounds provided an update on the city's first parklet in Downtown Mansfield. She invited the Council to participate in the grand opening on August 29, 2020 from 10:00 a.m. to 12:00 p.m.*

*George Fassett - 912 Andalusia Trail - Mr. Fassett thanked the Council and city staff for their service to the city. He spoke about the need for property tax relief and thanked the Mayor and Council for the homestead exemption and the reduction in the tax rate.*

*Karen McFarland - 1106 Almond Drive - Mrs. McFarland spoke in support of agenda item 20-3711. She asked the Council to support a temporary moratorium on mosquito spraying.*

*Larry McFarland - 1106 Almond Drive - Mr. McFarland spoke in support of agenda item*

20-3711. He discussed the risk of ground spraying for mosquito's.

Karen Self - 1600 Piccadilly Court - Mrs. Self thanked the Council, city staff, and volunteers for their service to the city. She made comments related to a social media post regarding the homestead exemption.

Deena Walker - 1117 Saint Andrews Drive - Ms. Walker spoke in support of agenda item 20-3711. She stated she was in favor of a short-term moratorium on mosquito spraying.

Mayor Cook recognized the following non-speakers:

Tammie Pavese - 113 Millington Trail - Support of agenda item 20-3711

Mitch Henry - 1571 Meadow Way Court - Support of agenda item 20-3711

Mayor Cook read the following comments received by email:

Carolyn Trimmer - 3402 Egerton Lane - Support of agenda item 20-3711

Katie Bideler - 907 Red Oak Drive - Support of agenda item 20-3711

Julie Whitis - Support of agenda item 20-3711

## **COUNCIL ANNOUNCEMENTS**

Council Member Leyman - commended city staff for their hard work in the preparation of the budget. He expressed staff's efforts in providing a homestead exemption, a tax rate decrease, employee merit raises, additional capital, and continuation of the employee health care benefits.

Mayor Pro Tem Short had no announcements.

Council Member Newsom wished Council Member Moore a Happy Birthday.

Council Member Moore had no announcements.

Council Member Broseh commented on the cumulative effort in decreasing the tax rate. He expressed his appreciation to all involved in making it possible.

Council Member Lewis recognized employee Brad Collins for assisting a Mansfield family in need. He made comments regarding the work put into providing a homestead exemption and a decrease in the tax rate.

Mayor Cook echoed previous Council announcements. He commended City Manager Joe Smolinski and Deputy City Manager Peter Phillis for their work on the budget and tax rate. He made comments regarding the employee merit raises.

## **SUB-COMMITTEE REPORTS**

There were no Sub-Committee Reports.

## **STAFF COMMENTS**

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

## Current/Future Agenda Items

*Joe Smolinski recognized employee Brad Collins and echoed Council Member Lewis' comments.*

## Park Master Plan Update - Matt Young

*Parks and Recreation Matt Young provided a brief update of the timeline of events to adopt a new Parks and Recreation Master Plan. Parks and Recreation Communications and Marketing Manager Ann Beck provided information on the marketing and communications strategy for the master plan process.*

## Man House Update - Jessica Baber

*Museum Manager Jessica Baber provided an update on the Man House Museum restoration and invited the Council to tour the site and the house. She gave a brief overview of the history of the Man House. There was Council consensus to schedule the tour for Tuesday, September 15, 2020, immediately after the scheduled City Council meeting.*

## Downtown Parklet Update

*Assistant to the City Manager Nicolette Allen gave a brief overview on the city's first parklet located at 126 Main Street and answered Council questions.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

**A motion was made by Council Member Moore to direct staff to repurchase the land discussed in executive session. Seconded by Mayor Pro Tem Short. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**CONSENT AGENDA****[20-3642](#)**

Ordinance - Third and Final Reading of an Ordinance Approving a Zoning Change from SF-7.5/12 Single-Family Residential District to PD, Planned Development District for Single-family Residential Uses on Approximately 0.547 Acres Located at 911 Noah Street and 906 Cope Street; Ben Hartman, owner/developer (ZC#20-007)

*Susana Marin read the caption into the record.*

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD AS**

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

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2181-20

[20-3691](#)

Resolution - A Resolution Authorizing an Engineering Contract with Kimley  
Horn and Associates, Inc. for an Update to the Master Thoroughfare Plan and  
Roadway Impact Fee Study; Authorizing and Directing the City Manager to  
Execute Contract Documents; and Authorizing Funding for an Amount Not to  
Exceed \$146,000.00 (Street Bond Fund)

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

**A RESOLUTION AUTHORIZING A CONTRACT WITH KIMLEY HORN AND  
ASSOCIATES, INC FOR A MASTER THOROUGHFARE PLAN AND ROADWAY  
IMPACT FEE UPDATE STUDY (STREET BOND FUND)**

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3673-20

[20-3697](#)

Resolution - A Resolution Rejecting all Bids for Granular Activated Carbon  
Filter Media (GAC) and Authorizing the Issuance of a Best Value Bid for Such  
Services

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

**A RESOLUTION REJECTING ALL BIDS FOR GRANULAR ACTIVATED CARBON**



**FILTER MEDIA AND AUTHORIZING THE ISSUANCE OF A BEST VALUE BID FOR SUCH SERVICES**

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3674-20

[20-3698](#)

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

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3675-20

[20-3700](#)

Resolution - A Resolution Authorizing the City Manager to Enter into an Agreement with The Texas Department of Transportation - Fort Worth District for a Local On-System Improvement Project (LOSA) for Roadway Improvements on FM 157

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

**A RESOLUTION AUTHORIZING THE CITY OF MANSFIELD TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION - FORT WORTH DISTRICT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT (LOSA) FOR ROADWAY IMPROVEMENTS ON FM 157**

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3676-20

[20-3702](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting and Authorizing the use of the Competitive Sealed Proposed Delivery Method for Construction of the Man House Museum Information Center and Restroom Building; Delegating Authority to the City Manager, and Providing an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING AND AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL DELIVERY METHOD FOR THE MAN HOUSE MUSEUM INFORMATION CENTER & RESTROOM BUILDING; DELEGATING AUTHORITY TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE**

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3677-20

[20-3701](#)

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

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

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

**Nay:** 0

**Abstain:** 0

[20-3708](#)

Minutes - Approval of the August 15, 2020 Special City Council Meeting

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Minutes

**A motion was made by Council Member Moore to approve the minutes of the August 15, 2020 Special City Council Meeting as presented. Seconded by Council Member Leyman. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**[20-3680](#)

Ordinance - Second Reading of an Ordinance Amending Ordinance Chapter 30, "Personnel" of the Code of Mansfield, Texas by Amending the Code of Ethics and Conduct for City Elected Officials and Board and Committee Members

*Council Member Leyman removed this item from the consent agenda.*

**A motion was made by Mayor Pro Tem Short to approve the second reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 30, "PERSONNEL" OF THE CODE OF MANSFIELD, TEXAS BY AMENDING THE CODE OF ETHICS AND CONDUCT FOR CITY ELECTED OFFICIALS AND BOARD AND COMMITTEE MEMBERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

**Aye:** 5 - Larry Broseh; Brent Newsom; Julie Short; Casey Lewis and David Cook

**Nay:** 2 - Terry Moore and Mike Leyman

**Abstain:** 0

[20-3690](#)

Resolution - A Resolution Awarding a Construction Contract for the City Wide Wayfinding and Signage Program to Facility Solutions Group (FSG); Authorizing and Directing the City Manager to Execute Contract Documents; and Authorizing Funding for an Amount Not to Exceed \$754,032.00 (General Fund Bonds)

*Council Member Leyman removed this item from the consent agenda. Assistant Director of Public Works David Boski answered Council questions.*

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

**A RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE CITY WIDE WAYFINDING AND SIGNAGE PROGRAM TO FACILITY SOLUTIONS GROUP (FSG); AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS; AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$754,032.00**

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

**Nay:** 1 - Mike Leyman

**Abstain:** 0

Enactment No: RE-3678-20

[20-3703](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting and Authorizing the Use of the Competitive Sealed Proposal Delivery Method for the Expansion and Remodel of the Mansfield Library; Delegating Authoring to the City Manager, and Providing an Effective Date

*Council Member Lewis removed this item from the consent agenda. Joe Smolinski made brief comments and answered Council questions. Director of Building Services Wade McLaurin and Director of Library Services Yolanda Botello answered Council questions.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING AND AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL DELIVERY METHOD FOR THE MANSFIELD LIBRARY EXPANSION AND REMODEL PROJECT; DELEGATING AUTHORITY TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3679-20

[20-3707](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving the Selection of Komatsu Architects, of Fort Worth, TX, to Provide Architectural Services for the Expansion & Remodel of the Mansfield Library, and Authorizing the City Manager to Execute an Agreement on Behalf of the City

*Council Member Lewis removed this item from the consent agenda.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE SELECTION OF KOMATSU ARCHITECTS, OF FORT WORTH,**

TX, TO PROVIDE ARCHITECTURAL SERVICES FOR THE EXPANSION AND REMODEL OF THE LIBRARY, AND; AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY IN THE AMOUNT OF \$169,915.00 SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3680-20

#### 20-3710

Request for Special Event Permit: Music Alley Festival 2020

*Council Member Leyman removed this item from the consent agenda. Director of CVB Theresa Cohagen answered Council questions.*

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

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

**Nay:** 0

**Abstain:** 0

### END OF CONSENT AGENDA

### NEW BUSINESS

#### 20-3711

Discussion and Possible Action Regarding a Short Term Moratorium to Mosquito Spraying in the City of Mansfield

*Director of Public Works Bart VanAmburgh made brief comments and answered Council questions.*

**A motion was made by Council Member Moore to have a short term moratorium on mosquito spraying until such time as city staff brings back the revised proposal. Seconded by Council Member Cook. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**PUBLIC HEARING AND FIRST READING****20-3692**

Ordinance - Public Hearing and First Reading of an Ordinance Extending the School Zone on East Debbie Lane that Serves Asa Low Intermediate School and Brooks Wester Middle School

*Susana Marin read the caption into the record. David Boski made brief comments and answered Council questions. Mayor Cook opened the public hearing at 8:58 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 8:58 p.m.*

**A motion was made by Council Member Moore to approve the first reading of "AN ORDINANCE AMENDING CHAPTER 73, OF THE TRAFFIC CODE OF ORDINANCES, CITY OF MANSFIELD, TEXAS, PURSUANT TO SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE CONCERNING THE AUTHORITY TO ALTER SPEED LIMITS ON SPECIFIC STREETS AND HIGHWAYS BEING AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, REGULATING SPEED LIMITS ON HIGHWAYS AND ROADWAYS, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MANSFIELD AS SET OUT IN THE ORDINANCE: REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF AN EFFECTIVE DATE; AND PROVIDING A PENALTY." Seconded by Council Member Newsom. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**20-3696**

Ordinance - Public Hearing and First Reading to Consider a Historic Landmark Overlay District Classification for the 1924 High School and the 1940 Rock Gym at 605 E. Broad Street; Art Wright, City Historic Preservation Officer, on behalf of the Mansfield Independent School District, owner (ZC#20-011)

*Susana Marin read the caption into the record. Director of Planning Matt Jones made brief comments. Mayor Cook opened the public hearing at 9:01 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 9:01 p.m.*

**A motion was made by Council Member Broseh 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 1924 HIGH SCHOOL AND 1940 ROCK GYM BUILDINGS LOCATED AT 605 E. 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 Moore. The motion**

**CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

[20-3704](#)

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from C-1, Neighborhood Business District to SF-7.5/18, Single-Family Residential District on Approximately 1.46 Acres Located at 1557 Speers Drive; Cristina Salinas, owner/developer (ZC#20-010)

*Susana Marin read the caption into the record. Matt Jones made a brief presentation and answered Council questions. Property owner Venesa Acosta answered Council questions. Mayor Cook opened the public hearing at 9:18 p.m. With no one wishing to speak, Mayor Cook continued the public hearing through second reading at 9:18 p.m.*

**A motion was made by Mayor Pro Tem Short to approve the first reading of "AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO SF-7.5/18 SINGLE-FAMILY RESIDENTIAL DISTRICT, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE." Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

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

**Nay:** 1 - Terry Moore

**Abstain:** 0

*Mayor Cook recessed the meeting for a break at 9:20 p.m. Mayor Cook reconvened the meeting at 9:27 p.m.*

[20-3705](#)

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from C-2 Community Business District to PD Planned Development District for Apartment and Townhome Uses on Approximately 19.527 Acres out of the J. Grimsley Survey, Abstract No. 578, Generally Located at 2880 Matlock Rd.; Miller Sylvan of JPI on Behalf of Morreta A. & James A. Weatherford of Deblock, Ltd. (ZC#20-008)

*Susana Marin read the caption into the record. Matt Jones made a brief presentation and answered Council questions. Winstead PC representative Tommy Mann, Ashton Woods representative Daniel Satsky, and Kimley-Horn Associates representative Brian*

*Shamburger made a presentation and answered Council questions. Mayor Cook opened the public hearing at 10:04 p.m. The following people spoke:*

*Wayne Wilshire - 1101 Pinehurst Court - Opposed  
Larry Wilshire - 2304 Field Lane - Opposed  
Amy Weger - 2351 Matlock Road - Opposed  
Ben F. Bruce - 2907 Avondale Drive - Opposed  
Trinity Bruce - 2709 Avondale Drive - Opposed  
Dr. Michael Evans - 3306 Hunter Oaks Court - Opposed  
Tai Tran - 1915 Middleton Drive - Opposed  
James LeFevers - 1921 Middleton Drive - Opposed  
Houston Mitchell - 605 St. Eric Drive - Opposed*

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

*David McDonald - 1308 New Have Drive  
Udedeep Singh - 2805 St. Maria Drive  
Michael Weger - 3251 Matlock Road  
Asheesh Shamma - 1007 Manchester Drive  
Angela Martin - 1 Willowstone Court  
Mark Wagner - 2710 Ridge Oak Trail  
Carolina Garrett - 2710 Ridge Oak Trail  
Erin Arrivillaga - 3065 Willowstone Trail  
Cynthia Favila-Terry - 2709 Ridge Oak Trail  
Waheed Khan - 2706 Avondale Drive  
Shehla Waheed - 2706 Avondale Drive  
Sandra LaFevers - 1921 Middleton Drive  
Tammie Pavese - 113 Millington Trail  
Courtney Fox - 1917 Middleton Drive  
Ann Cooper - 7 Wrexgate  
Tammy Wilshire-Miller - 1348 Breckenridge Road  
Arthur Hicks - 1906 Lassetter Drive  
Nory Vela - 2707 Avondale Drive  
Pedro Portocarrero - 2707 Avondale Drive  
Brandon Martin - 1901 Middleton Drive  
Danna Alturk - 1913 Middleton Drive  
Tala Alturk - 1913 Middleton Drive  
Phil Worobey - 13 Willowstone Court  
Shana Friend - 13 Willowstone Court  
Robin Martin - 2709 Grainger Drive  
Everett Martin - 2709 Grainger Drive  
Donald Clemmons - 2706 Grainer Road  
Ursala Isan - 2706 Grainger Road  
Thanhuyen Nguyen - 1911 Middleton Drive  
Michael & Qamar Alturk - 1913 Middleton Drive*

*Mayor Cook recognized the following online speaker cards and emails submitted to the Planning Department in opposition of this agenda item:*

*Peter Losi - 1916 Lassetter Drive  
Esther Santana - 1901 Middleton Drive  
Kristen Fleming-Wood - 2220 Walnut Manor Drive  
Lance Irwin - 1208 Killian Drive  
Melissa Evinger - 2311 Charleston Drive*



*Lilly Omorogbe - 5128 Crestwater Drive  
Ryan Bench - 2705 Avondale Drive  
Raveen Singh - 2805 St. Maria Drive  
Kim Gray - 2005 Walnut Hills Lane  
Chelsie Bruce - 2709 Avondale Drive  
Julie Cramer - 2004 Stonebridge Court  
Jolene Marchant - 2633 Morgan Ann Avenue  
Ben Cramer - 2004 Stonebridge Court  
Travis Kralicke - 2608 Brookwood Drive  
Monica Martin - 1800 Estates Drive  
Jason Brown - 609 Joy Lane  
Cory Hoffman - 1016 Aspen Lane  
Mostaeen Jouya - 716 Coal Creek Drive  
Jenny Kralicke - 2608 Brookwood Drive  
Robert Summers - 1919 Middleton Drive  
Amber Hanner - 208 Rock Meadow Court  
Debi Reed - 901 Kingston Drive  
Beth Stokman - 2612 Edgefield Trail  
Casandra Harmon - 8 Watergrove Court  
Chris York - 2607 Edgefield Trail  
Christine Sullivan - 101 Deer Court  
Debbie Landes - 1707 Oxford Drive  
Kathy Pilson - 405 Lantern Ridge  
Kim Gray - 2005 Walnut Hills Lane  
Meggan and Trent Fletcher - 3209 High Ridge Court  
Michael Lawson - 823 Muirfield Drive  
Stacey Gooding - 2315 Richmond Court  
Stacy Law - 4 Miterton Court  
Tayler Strickland  
Jeffrey Ghi  
Andre Gonzalez  
Ron White  
Kim Roos  
Leann Campbell*

**A motion was made by Council Member Lewis to deny this agenda item.  
Seconded by Council Member Newsom. The motion CARRIED by the following  
vote:**

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

**Nay:** 0

**Abstain:** 0

### **RECESS INTO EXECUTIVE SESSION**

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed  
the meeting into executive session at 11:21 p.m. Mayor Cook called the executive  
session to order in the Council Conference Room at 11:23 p.m. Mayor Cook adjourned  
executive session at 12:14 a.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 Claim Notice Letter

Seek Advice of City Attorney Regarding Disposition of Property

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

Disposition of City Property

**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 #20-05

**ADJOURN**

Mayor Cook adjourned the meeting at 12:14 a.m.

\_\_\_\_\_  
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: 20-3738

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

### Title

Minutes - Approval of the August 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 August 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

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Monday, August 31, 2020

3:30 PM

Council Chambers

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#### SPECIAL MEETING

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

*Mayor Cook called the meeting to order at 3:34 p.m.*

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

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 3:38 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 3:41 p.m. Mayor Cook recessed executive session at 7:15 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 Legal Issues Related to Insurance Programs and Claims

Seek Advice of City Attorney Regarding Claim Notices

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 4:20-cv-00941-P

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

Disposition of City Property

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

Board Interviews

**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**

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

*Mayor Cook reconvened into regular business session at 7:23 p.m.*

**INVOCATION**

*Mayor Pro Tem Short gave the Invocation.*

**PLEDGE OF ALLEGIANCE**

*Council Member Broseh 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 Moore 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 had no announcements.*

*Council Member Newsom wished City Secretary Susana Marin a Happy Birthday.*

*Council Member Broseh had no announcements.*

*Mayor Cook had no announcements.*

**STAFF COMMENTS****City Manager Report or Authorized Representative**

Current/Future Agenda Items

*City Manager Joe Smolinski recognized Director of Public Works Bart VanAmburgh for his 26th year of service with the city, and Assistant Director of Planning Lisa Sudbury for her 20th year of service with the city.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

A motion was made by Mayor Pro Tem Short to appoint Althea Chaderton and Emily Bauer to serve a two-year term on the Library Advisory Board.

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

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

**Nay:** 0

**Abstain:** 0

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

A motion was made by Mayor Pro Tem Short to appoint Thomas Leach and Bob Klenzendorf to serve a two-year term on the Historic Landmark Commission. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

A motion was made by Council Member Leyman to appoint Debbie Godfrey to serve a two-year term, Demetria Bivens to serve a one-year term, and Tondalah Stroud to serve a two-year term on the Mansfield Commission for the Arts; and reappoint Anita Moore, Eric Peterson, and Russ Schultz to two-year terms on the Mansfield Commission for the Arts; and to increase the board members from seven members to nine members. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

A motion was made by Council Member Leyman to appoint the position of President of the Historical Society, currently Johnny Bratton, to a two-year term; appoint Thomas Leach to a two-year term; and reappoint Cindy Gardner and Connie McGough to serve two-year terms on the Historic Preservation Advisory Board. Seconded by Council Member Moore. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

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

A motion was made by Council Member Newsom to reappoint Selim Fiagome, David Godin, and William Vivoni to a two-year term; and appoint Nicole Zaitoon to serve a one-year term on the Mansfield Economic Development Corporation. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

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

A motion was made by Council Member Moore to reappoint Chris Osburn and Neal Shaw to a two-year term; and appoint Dr. Jordan Adams to a two-year term to the Mansfield Park Facilities Development Corporation. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

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

A motion was made by Council Member Moore to reappoint Jacqueline Connely, Carla Green, Sharon Roberts, Janet Hurlbut, Karen Williams, and Jennifer Evans to a two-year term; and appoint Kristine Wolfe, Dee Chambliss, and Andre Kelsick to a two-year term on the Keep Mansfield Beautiful Commission. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

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

A motion was made by Council Member Broseh to reappoint Ann Smith to a two-year term and appoint Noel Rendon and Dr. Eddilisa Martin as Alternates to a two-year term to the Zoning Board of Adjustment. Seconded by Mayor Pro Tem Short. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

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

A motion was made by Council Member Lewis to reappoint Kent Knight and Anne Weydeck to a two-year term and appoint David Goodwin and Michael Mainer to a two-year term to serve on the Planning and Zoning Commission. Seconded by Council Member Moore. The motion CARRIED by the following vote:

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

**Nay:** 0

**Abstain:** 0

### **WORK SESSION**

Presentation of the FY 20/21 Budget

*City Manager Joe Smolinski gave a presentation on the FY 20/21 budget. He provided the Council with budget details and spoke on the new programs the city will be offering.*

### **PUBLIC HEARING AND FIRST READING**

#### **[20-3715](#)**

Public Hearing - Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2021 at a Rate of \$0.6900 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2020, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

*Mayor Cook opened the public hearing at 7:56 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 7:56 p.m.*

#### **[20-3716](#)**

Public Hearing - Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

*Mayor Cook opened the public hearing at 7:56 p.m. With no one wishing to speak, Mayor Cook closed the public hearing at 7:57 p.m.*

#### **[20-3717](#)**

Public Hearing - Public Hearing on Hotel/Motel Tax for the Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021



*Mayor Cook opened the public hearing at 7:57 p.m. The following people spoke:*

*Amanda Kowalski - 4 Rivercrest Court - Pickled Mansfield Society  
John Pressley - 1306 Brittany Lane - Pickled Mansfield Society*

*Mayor Cook recognized the following non-speakers:*

*Jaydyn Crawford - 4 Rivercrest Court - Pickled Mansfield Society  
Joe Kowalski - 4 Rivercrest Court - Pickled Mansfield Society  
Aaron Wadley - 1304 Brittany Lane - Pickled Mansfield Society  
Gigi Wadley - 1304 Brittany Lane - Pickled Mansfield Society  
Bob Kowalski - 4 Rivercrest Court - Pickled Mansfield Society  
Alex Kowalski - 4 Rivercrest Court - Pickled Mansfield Society  
RT Hall - 4407 New Meadow Drive - Pickled Mansfield Society  
Chris Hall - 4407 New Meadow Drive - Pickled Mansfield Society  
Xzavier Herrador - 4804 Canyon Trail S., Euless - Pickled Mansfield Society  
Karen Schrock - 5736 Sea Breeze Lane, Fort Worth - Pickled Mansfield Society  
Sheri Curb - 706 Fort Worth Street - Pickled Mansfield Society  
Cindy Pressley - 1306 Brittany Lane - Pickled Mansfield Society*

*Mayor Cook read comments submitted from the following people:*

*Scott Brinkman - Pickled Mansfield Society  
Christopher Bryant - Mansfield Commission for the Arts  
Misty Lemons - Mansfield Commission for the Arts  
Heidi Tournoux-Hanshaw - Mansfield Commission for the Arts  
Wendy Caldwell - Mansfield Commission for the Arts  
Russ Schultz - Mansfield Commission for the Arts  
Ratu Adil - 8 Dobree Court - Mansfield Commission for the Arts*

### **RECESS INTO EXECUTIVE SESSION**

*In accordance with the Texas Government Code, Chapter 551, Mayor Cook recessed the meeting into executive session at 8:15 p.m. Mayor Cook called the executive session to order in the Council Conference Room at 8:22 p.m. Mayor Cook adjourned executive session at 9:59 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 Legal Issues Related to Insurance Programs and Claims

Seek Advice of City Attorney Regarding Claim Notices

### **ADJOURN**

**Mayor Cook adjourned the meeting at 9:59 p.m.**

\_\_\_\_\_  
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: 20-3680

**Agenda Date:** 9/14/2020

**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 Amending Ordinance Chapter 30, "Personnel" of the Code of Mansfield, Texas by Amending the Code of Ethics and Conduct for City Elected Officials and Board and Committee Members

**Requested Action**

Consider approval of ordinance.

**Recommendation**

Consider approval of ordinance.

**Description/History**

The City Attorney's office has reviewed the city's current Ethics Ordinance and has proposed the following changes:

30.41 DEFINITIONS.

Family Member

Proposing deleting the definition for "Family Member" as that term is not used anywhere in the ordinance and also creates confusion by including those relate in the second degree of consanguinity. The provisions of the ordinance only deal with first degree of consanguinity.

Sustantial Interest

Proposing changing the amount on Subsection A-1 from \$2,500 to \$15,000 in conformance with state law.

Proposing deleting Subsections A-3 as it is addressed in Subsection 3, and A-4 as it addressed in Subsection 4. The current Subsection A-4 is inconsistent with Subsection 4 and other provisions of the ordinance.

Proposing removing the words "any person, group or" from Subsections A-8 and A-9 as this limits the relationship to the business entity.

30.45 DISCLOSURE OF INTEREST.

(A) Reduce this paragraph to one sentence "Every officer or advisory member must file a conflicts disclosure statement as required by Chapter 176 of the Texas Local Government Code." Chapter 176 of the Local Government Code was enacted after the city's ethics ordinance was adopted. It requires local government officials to file a conflicts disclosure to disclose the receipt of gifts from and employment, business, and familial relationships with vendors who conduct business, or consider conducting business with the city. The purpose of this amendment is to update the ordinance to match with state law and to reduce the amount of forms that should be filed.

**Justification**

To bring the ordinance into compliance with state law.

**Funding Source**

N/A

**Prepared By**

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

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

**AN ORDINANCE AMENDING THE PORTION OF CHAPTER 30 OF THE MANSFIELD CODE RELATING TO A CODE OF ETHICS AND CONDUCT FOR CITY ELECTED OFFICIALS AND BOARD AND COMMITTEE MEMBERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the City Council of the City of Mansfield recognizes that the proper operation of democratic government requires that city elected officials and board and committee members be independent, impartial and responsible only to the people of the city; and,

**WHEREAS**, the City Council deems it advisable to revise the Code of Ethics to provide a more specific code of ethics and conduct for the conduct of city elected officials and board and committee members, and procedures for the enforcement of such provisions.

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

**SECTION 1.**

Chapter 30 of the Mansfield City Code is hereby amended by changing the part of such Chapter entitled "Ethics" to read as follows:

**CHAPTER 30**

**CODE OF ETHICS AND CONDUCT FOR CITY ELECTED OFFICIALS  
AND BOARD AND COMMITTEE MEMBERS**

**Sec.30-40 STATEMENT OF PURPOSE.**

It is hereby declared to be the policy of the City of Mansfield that the proper operation of democratic government requires that city elected officials and members of boards and committees be independent, impartial and responsible only to the people of the city, that governmental decisions and policy should be made in the proper channels of the governmental structure; that no city elected official or member of any board, commission or committee should have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest; that public offices are positions of public trust imposing the duty of a fiduciary upon all office holders who are not to use their public position for personal gain, and that the public should have confidence in the integrity of its government to

implement such a policy, the City Council deems it advisable to enact this code of ethics and conduct for all elected city officers and board and committee members, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms. This code of ethics and conduct is cumulative of other ordinances, city charter provisions and state statutes defining and prohibiting conflict of interest.

This code of ethics and conduct is not intended to be nor shall it be used as a political weapon to intimidate or embarrass persons affected.

#### Sec.30.41 DEFINITIONS.

As used in this code of ethics and conduct, the following words and terms shall have the meaning ascribed thereto:

*Advisory Board* means a board, commission or committee of the city that functions only in an advisory or study capacity.

*Benefit* means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest. A pecuniary gain or advantage shall not include insignificant amounts or items of de minimis value. This policy does not establish dollar limits. "Insignificant" and "de minimis" shall have their usual meanings and be subject to interpretation on a case by case basis.

*Business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized in law.

*Candidate* means every person who declares for or files for any office of the City of Mansfield to be filled by election.

*Code* means this code of ethics and conduct.

*Compensation* means any economic benefit received in return for labor, services, property, or investment.

*Confidential Information* means information to which the following apply:

- (1) At the time of the use or disclosure of the information, the information is not a public record subject to public disclosure under the Texas Public Information Act; and
- (2) The use or disclosure of the information will have, or could reasonably be expected to have, a material financial effect on any investment or interest in real property that a city officer, board or committee member, or any person to whom the city officer, board or committee member provides the information, has at the time of the use or disclosure of the information or acquires after the use or disclosure of the information.

*Conflict of interest* means action upon any matter which would constitute a violation of this code of ethics, Texas Penal Code or Texas Local Government Code, Chapter 171.

*Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board or commission which can or may lead to a vote or formal action by that body.

*Economic benefit* means any money, real or personal property, purchase, sale, lease, contract, option, credit, loan discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

*Entity* means a sole proprietorship, partnership, limited liability partnership, firm, corporation, professional corporation, holding company, joint stock company, joint venture, receivership, trust or any other entity recognized by law through which business may be conducted.

*False* means a knowing or willful misrepresentation or concealment of any item required to be disclosed by this chapter.

*Gift* means a favor, hospitality, or economic benefit, other than compensation, but does not include campaign contributions reported as required by state law.

*Intentionally* means a person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.

*Knowingly* means a person acts knowingly, or with knowledge, with respect to the nature of his conduct or to circumstances surrounding his conduct when he is aware of the nature of his conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his conduct when he is aware that his conduct is reasonably certain to cause the result.

*Ministerial act* means an act performed in a prescribed manner and not requiring the exercise of any judgment or discretion.

*Officer* means any member of the City Council and any member of a board, commission or committee established by ordinance, charter or state law; provided no member of an advisory board or committee shall be deemed an officer of the city.

*Person* means an individual, proprietorship, partnership, corporation, association or other legal entity.

*Substantial interest.*

“SUBSTANTIAL INTEREST.”

- (1) A person has a substantial interest in a business entity if:
- (a) The interest is ownership of 10% or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity;
  - (b) Funds received by the person from the business entity exceed 10% of the person's gross income for the previous year;
  - (c) The person holds a position of member of the board of directors or other governing body of the business entity;
  - (d) The person serves as an elected officer of the business entity;
  - (e) The person is an employee of the business entity;
  - (f) The person is a creditor, debtor or guarantor of the business entity in the amount of \$5,000 or more; or
  - (g) Property of the person has been pledged to a business entity or is subject to a lien in favor of the business entity in the amount of \$5,000 or more."

Sec.30.42 AFFECTED PARTIES.

The persons subject to the provisions hereof shall be:

- (a) The members of the City Council, including the mayor; and
- (b) The members of any board, commission or committee established pursuant to the charter or the ordinances of this city, or the laws of this state, including, but not limited to:

Mansfield Housing Finance Corporation  
Mansfield Library Board  
Keep Mansfield Beautiful Commission  
Mansfield Industrial Development Commission  
Historic Landmark Commission  
Economic Development Board  
Mansfield Park Facilities Development Corporation  
Capital Improvement Advisory Board  
Board of Adjustments  
City Council  
Construction Codes Board of Adjustments and Appeals  
Senior Citizens' Advisory Board  
Planning and Zoning Commission  
Animal Shelter Advisory Committee



- (c) Candidates for any City of Mansfield elected office; and
- (4) Any person listed within "Affected Parties" shall include all relevant information concerning the spouse of said person.

Sec. 30.43 STANDARDS OF CONDUCT.

- (a) City officers and advisory board members shall not use their position to secure special privileges and shall avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council, any board, or decision maker. When an item to be considered by the council or any board presents a conflict of interest to a city officer or advisory board member, it will be the responsibility of the city official to make such conflict known to the city attorney and to remove himself/herself from discussion and voting on the matter. Members of the council will not condone, overlook or forgive any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.
- (b) City officers and advisory board members shall strive to recognize their responsibility to future generations by addressing the interrelationship of the social, cultural, and physical characteristics of the community when making policies.
- (c) City officers and advisory board members shall make a commitment to improve the quality of life for the individual and the community, and be dedicated to the faithful stewardship of the public trust.
- (d) City officers and advisory board members shall continue to be dedicated to friendly and courteous relationships with staff, other city officials and the public, and shall seek to improve the quality and image of public service.

Sec. 30.44 PROHIBITED CONDUCT.

- (a) No city officer or advisory board member, or their spouses shall knowingly:
  - (1) Accept or solicit any gift, favor, service or thing of value from any person, group or business entity that might reasonably tend to influence him or herein the discharge of his or her official duties. This prohibition shall not apply to:
    - (A) An occasional non-pecuniary gift, insignificant in value; or
    - (B) An award publicly presented in recognition of public service; or
    - (C) Any gift which would have been offered or given to him or her if he or she were not a city officer or advisory board member, or their spouses.
  - (2) Grant in the discharge of his or her official duties any improper favor, service or thing of value to any person, group or business entity.

- (3) Solicit or accept, from any source, any compensation, gift, favor, service, economic benefit, or thing of value, including a promise of future employment, that might reasonably tend to influence him or her, in the discharge of his or her official duties, in consideration of any person subject hereto of exercising or having exercised any official power or performing or having performed any official duty on behalf of the city, from any person group or business entity:
  - (A) Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the city officer or advisory board member serves; or
  - (B) Who has a financial interest in any proposed ordinance or decision upon which the city officer-or advisory board member may or must act or make a recommendation; provided, however, that any city office or advisory board member and their spouses, may accept travel and related expenses to attend ceremonial functions, provided that such acceptance and attendance have been approved by the City Council prior to the occurrence of the ceremonial function.
- (4) Disclose any confidential information gained by reason of the position of the officer, advisory board member or spouse concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer or advisory board member, spouse or others. This subparagraph (4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this ordinance.
- (5) Use one's position or office to secure special privileges or exemption for himself or another or for the private gain of the city officer, advisory board member or his or her spouse.
- (6) Hold himself out as representing the city in any capacity other than that for which he was appointed, or elected.
- (7) Engage in or accept private employment or render a service when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment in the performance of his or her official duties.
- (8) Make unauthorized use, or permit unauthorized use, of city-owned vehicles, equipment, materials or property.
- (9) Grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- (10) After termination of service with the city, appear before any board or commission of the city in relation to any case, proceeding or application in

which he or she personally participated or which was under his or her active consideration during the period of his or her service.

- (11) Transact any business in his or her official capacity with the city with a business entity in which he or she has a substantial interest.
  - (12) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.
  - (13) Perform or refuse to perform any act in order to deliberately thwart the execution of city ordinances, rules or regulations or the achievement of official city programs.
  - (14) Be an interested party to any exchange, purchase, or sale of property, goods, or services with the city, or enter into any contract with the city, except in full and impartial compliance with statutes, City Charter, ordinances and regulations applicable thereto and subject to any restrictions of the Charter of the City of Mansfield; provided further, that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further, that any discretion by officers of the city, in connection with any such transaction shall be exercised impartially and upon the same standards applied to all Mansfield citizens.
- (b) No member of the City Council or city officer shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the City Council or any department, agency, board or commission of the city; or
  - (2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission is a party; or
  - (3) In any action or proceeding in the municipal court(s) of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (c) No member of a city board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:
- (1) Before the City Council or the board or commission of which he or she is a member; or
  - (2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member; or
  - (3) In any action or proceeding against the interests of the city or in any litigation

in which the city or any department, agency, board or commission thereof is a party; or

- (4) In any action or proceeding in the municipal court(s) of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

(d) The restrictions contained in paragraphs (b) and (c) do not prohibit the following:

- (1) A member of a city board or commission (other the City Council), or his or her spouse, appearing before the City Council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member;
- (2) An officer of an employee organization appearing before the City Council or a city department, agency, board or commission to address employment matters.

(e) The City Council shall not approve or award any bid or contract for the city's purchase of goods or services from any person, group, or entity which at any time-prior to such award or approval, has hired a person who, at any time within such six-month period, was either a member of the Mansfield City Council or the chief or assistant administrator of any city department or agency that had direct, or indirect, review or consideration, or recommending or approval authority for the project or decision which is the subject of the award of such bid or contract.

(f) A person subject hereto who serves as a corporate officer or member of the board of directors of a nonprofit entity may not participate in a vote or decision regarding funding by or through the city for the entity, if said official receives any fee, compensation or other monetary payment from the entity, unless the City Council appointed such city official to the board of directors or such corporate office.

(g) Nothing in this article shall prohibit the City Council from participating in a vote or decision relating to salaries or travel budgets of City Council members.

(h) No person subject hereto shall use his official position to secure confidential information for any purpose other than official responsibilities.

(i) No person subject hereto shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are customary, incidental or lawfully available to the public.

(j) No member of the City Council shall interfere with the city manager's administrative duties of appointment to and removal of persons from employment with the city. Except for the purpose of inquiry, the City Council and its members shall deal with the city departments and city employees for which the city manager is responsible solely through the city

manager, and neither the council nor any member thereof shall give orders to any of the subordinates of the city manager, either publicly or privately.

- (k) The restrictions in Section 30.44 do not prohibit the following:
  - (1) Rendering service to the city as an officer, employee or advisory board member;  
or
  - (2) The paying of taxes, fines, utility service or filing fees; or
  - (3) Subject to restrictions contained in the charter of the city, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers of the city in the interpretation or enforcement of such ordinance, rule or regulation, such officers shall exercise any such discretion in favor of the city in connection with any such community facilities contract or plat; or
  - (4) Purchasing goods or services from the city in full compliance with all applicable state and local laws; or
  - (5) Members and spouses of members of the advisory boards set up by ordinance, charter or state law who are not otherwise officers of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage; or
  - (6) A city contract for the purchase of services or personal property with a business entity in which a member of the governing body has a substantial interest if the business entity is the only business entity that provides the needed service or product within the jurisdiction of the city and is the only business entity that bids on the contract

Sec. 30.45 DISCLOSURE OF INTEREST.

(a) Every officer or advisory board member must file a conflicts disclosure statement as required by Chapter 176 of the Texas Local Government Code.

(b) If any officer or advisory board member has a substantial interest in any person, group or business entity, or real property involved in any decision pending before such officer or advisory board member, or the body of which he or she is a member, such officer or advisory board member shall disclose such interest as provided in paragraph (d) below and shall not, except as provided in paragraph (d) below, discuss the substance of the matter at any time with any other member of the board of which he or she is a member or any other body which will vote on the matter or otherwise participate in the consideration of the matter.

(c) If any of the following interests are involved in any decision pending before any city or advisory board member, or the body of which he is a member, such officer or advisory board member must disclose such interest as provided in paragraph (d) below, but he shall be permitted to vote on and participate in the consideration of such matter:

- (1) A decision concerning a bank or other financial institution from which the officer or advisory board member has a home mortgage, automobile loan, or other installment loan, if the loan is not currently in default, was originally for a term of more than two (2) years and cannot be accelerated except for failure to make payments according to the terms thereof;
- (2) A decision concerning a bank or other financial institution in which the officer or advisory board member holds a savings account, checking account or certificate of deposit and which is fully insured by the U.S. government or an agency thereof;
- (3) A decision concerning a business entity with which the officer or advisory board member has a retail or credit card account;
- (4) A decision concerning the approval of substitution of collateral by a city depository bank;
- (5) A decision concerning real property in which the officer or advisory board member has a substantial interest if it is not reasonably foreseeable that such decision would have a special economic effect on the value of the property, distinguishable from the effect on the public (See Section 171.004, Texas Local Government Code).

(d) A city officer or advisory board member shall disclose the existence of any substantial interest in any person, business entity or real property involved in any decision pending before such officer or advisory board member, or the body of which he is a member. To comply with this paragraph, a city officer or advisory board member shall, prior to any discussion or determination of the matter, either file an affidavit of disclosure as required by Section 171.004 of the Texas Local Government Code or, if not so required, shall publicly disclose in the official records of the city to the city secretary the nature of the interest. In disclosing a substantial interest in a business entity, a city officer or advisory board member shall not be required to disclose the dollar amount of any income that he or she receives from the business entity.

(e) Where the interest of a city officer or advisory board member in the subject matter of a vote or decision is remote or incidental, the city officer or advisory board member may participate in the vote or decision and need not disclose the interest.

- (1) "Remote interest" means an interest of a person or entity, including a city officer or advisory board member, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.



- (2) "Incidental interest" means an interest in a person, entity or property which is not a substantial interest and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This article does not establish dollar limits on the terms "insignificant value" and "de minimis" which shall have their usual meanings and be subject to interpretation on a case by case basis.

**Sec.30.46. VOTING FOR APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES AND APPLICANT RESPONSIBILITY TO REPORT CAMPAIGN CONTRIBUTIONS**

Any person being considered, or with an application pending, for appointment to any city board, commission, or committee established pursuant to the charter or ordinances of the city, or the laws of the State of Texas, if that person has made a financial contribution of \$250.00 or more to the election campaign of a member of the City Council during the two years preceding the date of the proposed appointment, the council member or members who received such contribution(s) must abstain from voting on such appointment. All persons shall enter upon the Application for City Boards, Commissions, information regarding any financial contribution as noted above, or if an application is on file for an appointment, shall notify the City Secretary of such contributions for notation on the application within 30 days of the passage of this Ordinance. The City Secretary shall send a copy of this Section to all persons who have an application on file requesting appointment. The provisions of this section shall apply only to contributions made on or after January 1, 2004.

**Sec.30.47 ENFORCEMENT**

- (a) The City Council shall have the primary responsibility for the enforcement of this code.
- (b) In matters where it is alleged that a city officer or board member, other than a member of the City Council, violated this code, the City Council may direct the city attorney to investigate or prosecute any apparent violation of this code by one or more such persons. At the direction of the City Council, the city attorney shall have the power to investigate any such complaint, to initiate any suit, to file any complaint in municipal court, and to prosecute any such complaint or action on behalf of the city where such complaint or action is appropriate against a city officer or board member, other than a member of the City Council.
- (c) In matters where it is alleged that a member of the City Council violated this code, the City Council may direct the city attorney to investigate as in (b) above, or if the council feels the alleged conduct is an extreme violation of this code, the council may select an outside, independent attorney to investigate or prosecute any apparent violation of the code by a member of the City Council. The City Council shall select such attorney from a list of five experienced, qualified attorneys to be nominated by the city attorney. At the direction of the City Council, such independent attorney shall have the power to investigate any such complaint, to initiate any suit, to file any complaint in municipal court, and to prosecute any such complaint or action on behalf of the city where such complaint or action is appropriate against a member of the City Council.

(d) Any person who believes that a violation of any portion of this code has occurred may file a complaint with the City Council which may then proceed as provided in paragraph (b) or paragraph (c) above. However, nothing in this code shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority.

#### Sec.30.48 ADVISORY OPINIONS

(a) Where any officer or advisory board member has a doubt as to the applicability of any provision of this code to a particular situation, or as to the definition of terms used herein, he may apply to the city attorney for an advisory opinion. The officer or advisory board member shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the code before such advisory opinion is made.

(b) The city attorney shall only issue advisory opinions concerning how this code applies prospectively to a particular situation, or how the definition of terms used herein applies prospectively to such a situation. The city attorney shall not issue advisory opinions to city officer or advisory board members in matters when a complaint is already pending with the City Council or the situation in question has already occurred. These matters shall be handled as provided in Section 34.46 hereof.

(c) Until amended or revoked, any advisory opinion shall be binding on the city, the City Council, and the city attorney in any subsequent actions concerning the public officer or advisory board member who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any judicial proceedings initiated by any private citizen.

#### Sec.30.49 PENALTIES; FORFEITED POSITION; EXEMPTIONS; INJUNCTIONS

(a) Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this code shall be guilty of a misdemeanor and fined not more than Five Hundred Dollars (\$500) for each violation. Each day that a violation continues or is permitted to exist shall constitute a separate offense.

(b) Whenever the City Council has determined that any officer or advisory board member has violated any provision of this code, such officer or advisory board member shall be subject to discipline, including forfeiture of his or her office or position. Any removal of an official from elected office shall be done in accordance with applicable state laws. This ordinance shall be construed to prohibit any such officer or advisory board member from being re-elected, or reappointed to any position with the City of Mansfield for a period of three years from the date of termination.

(c) The City Council may exempt from the provisions of this code any conduct found to constitute a violation by an officer or advisory board member if it finds that the enforcement of this code with respect to such conduct is not in the public interest.

(d) Any contract or transaction which was the subject of an official act or action of the



city in which there is an interest prohibited by this code, or which involved the violation of a provision of this code, shall be voidable at the option of the City Council.

(e) At the discretion of the City Council, the city attorney or the city's outside independent attorney shall have the power, where a violation of the provisions of this code is threatened or has occurred, to bring a civil action or proceeding, at law or in equity, for a judgment enjoining any violation of the provisions of this code or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the city and any third persons who may be injured thereby. Where the City Council determines that the public interest may best be served by not voiding a contractor transaction entered into in violation of this code, such contract or transaction may be enforced and an action or proceeding may be brought against any officer or advisory board member found in violation of provisions of this code for damages, not to exceed twice the damages suffered by the city or twice the profit or gain realized by the officer or advisory board member, whichever is greater.

#### Sec.30.50 DISTRIBUTION OF CODE OF ETHICS AND CONDUCT.

The city secretary shall cause a copy of this code in booklet form to be distributed to and signed for by every officer and advisory board member of the city within thirty (30) days after enactment of this code. Each officer and advisory board member thereafter elected or appointed shall be furnished and sign for a copy before entering upon the duties of his or her office.

### **SECTION 2.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Mansfield, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

### **SECTION 3.**

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 unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such 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 in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

### **SECTION 4.**

The City Secretary of the City of Mansfield shall publish this ordinance in booklet or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

**SECTION 5.**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**FIRST READING APPROVED ON THE 10<sup>th</sup> DAY OF AUGUST, 2020.**

**SECOND READING APPROVED ON THE 24<sup>th</sup> DAY OF AUGUST, 2020.**

**DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL  
OF THE CITY OF MANSFIELD, TEXAS, THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2020.**

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

**ATTEST:**

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

APPROVED AS TO FORM AND LEGALITY:

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

**ORDINANCE NO. 1466**

**AN ORDINANCE AMENDING THE PORTION OF CHAPTER 30 OF THE MANSFIELD CODE RELATING TO A CODE OF ETHICS AND CONDUCT FOR CITY ELECTED OFFICIALS AND BOARD AND COMMITTEE MEMBERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS, the City Council of the City of Mansfield recognizes that the proper operation of democratic government requires that city elected officials and board and committee members be independent, impartial and responsible only to the people of the city; and**

**WHEREAS, the City Council deems it advisable to revise the Code of Ethics to provide a more specific code of ethics and conduct for the conduct of city elected officials and board and committee members, and procedures for the enforcement of such provisions.**

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

**SECTION 1.**

**Chapter 30 of the Mansfield City Code is hereby amended by changing the part of such Chapter entitled "Ethics" to read as follows:**

**CHAPTER 30**

**CODE OF ETHICS AND CONDUCT FOR CITY ELECTED OFFICIALS  
AND BOARD AND COMMITTEE MEMBERS**

**Sec. 30-40 STATEMENT OF PURPOSE.**

**It is hereby declared to be the policy of the City of Mansfield that the proper operation of democratic government requires that city elected officials and members of boards and committees be independent, impartial and responsible only to the people of the city, that governmental decisions and policy should be made in the proper channels of the governmental structure; that no city elected official or member of any board, commission or committee should have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest; that public offices are positions of public trust imposing the duty of a fiduciary upon all office holders, who are not to use their public position for personal gain, and that the public should have confidence in the integrity of its government. To implement such a policy, the City Council deems it advisable to enact this code of ethics and conduct for all elected city officers and board and committee members, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to**

abide by its terms. This code of ethics and conduct is cumulative of other ordinances, city charter provisions and state statutes defining and prohibiting conflict of interest.

This code of ethics and conduct is not intended to be nor shall it be used as a political weapon to intimidate or embarrass persons affected.

#### Sec. 30.41 DEFINITIONS.

As used in this code of ethics and conduct, the following words and terms shall have the meaning ascribed thereto:

*Advisory Board* means a board, commission or committee of the city that functions only in an advisory or study capacity.

*Benefit* means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest. A pecuniary gain or advantage shall not include insignificant amounts or items of de minimis value. This policy does not establish dollar limits. "Insignificant" and "de minimis" shall have their usual meanings and be subject to interpretation on a case by case basis.

*Business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized in law.

*Candidate* means every person who declares for or files for any office of the City of Mansfield to be filled by election.

*Code* means this code of ethics and conduct.

***Compensation*** means any economic benefit received in return for labor, services, property, or investment.

***Confidential Information*** means information to which the following apply:

- (1) At the time of the use or disclosure of the information, the information is not a public record subject to public disclosure under the Texas Public Information Act; and
- (2) The use or disclosure of the information will have, or could reasonably be expected to have, a material financial effect on any investment or interest in real property that a city officer, board or committee member, or any person to whom the city officer, board or committee member provides the information, has at the time of the use or disclosure of the information or acquires after the use or disclosure of the information.

***Conflict of interest*** means action upon any matter which would constitute a violation of this code of ethics, Texas Penal Code or Texas Local Government Code, Chapter 171.

***Decision*** means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board or commission which can or may lead to a vote or formal action by that body.

***Economic benefit*** means any money, real or personal property, purchase, sale, lease, contract, option, credit, loan discount, service, or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

***Entity*** means a sole proprietorship, partnership, limited liability partnership, firm, corporation, professional corporation, holding company, joint stock company, joint venture,

receivership, trust or any other entity recognized by law through which business may be conducted.

*False* means a knowing or willful misrepresentation or concealment of any item required to be disclosed by this chapter.

*Family member* means a person related in the first or second degree of consanguinity to any person subject hereto.

*Gift* means a favor, hospitality, or economic benefit, other than compensation, but does not include campaign contributions reported as required by state law.

*Intentionally* means a person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.

*Knowingly* means a person acts knowingly, or with knowledge, with respect to the nature of his conduct or to circumstances surrounding his conduct when he is aware of the nature of his conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his conduct when he is aware that his conduct is reasonably certain to cause the result.

*Ministerial act* means an act performed in a prescribed manner and not requiring the exercise of any judgment or discretion.

*Officer* means any member of the city council and any member of a board, commission or committee established by ordinance, charter or state law; provided no member of an advisory board or committee shall be deemed an officer of the city.

*Person* means an individual, proprietorship, partnership, corporation, association or other legal entity.

*Substantial interest.*

- (a) A person has a substantial interest in a business entity if:
- (1) The interest is ownership of ten (10) percent or more of the voting stock or shares of the business entity or ownership of two thousand five hundred dollars (\$2,500.00) or more of the fair market value of the business entity; or
  - (2) Funds received by the person from the business entity exceed ten (10) percent of the person's gross income for the previous year; or
  - (3) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500.00) or more; or
  - (4) An interest of a person related in the first or second degree by either affinity or consanguinity to the local public official is a "substantial interest"; or
  - (5) The person holds a position of member of the board of directors or other governing body of the business entity; or
  - (6) The person serves as an elected officer of the business entity; or
  - (7) The person is an employee of the business entity; or



- (8) The person is a creditor, debtor or guarantor of any person, group or business entity in the amount of five thousand dollars (\$5,000.00) or more; or**
- (9) Property of the person has been pledged to a person, group or business entity or is subject to a lien in favor of the person, group or business entity in the amount of five thousand dollars (\$5,000.00) or more.**

**(b) A person does not have a substantial interest in a business entity if:**

- (1) The person holds a position as a member of the board of directors or other governing board of a business entity; and**
- (2) The person has been designated by the city council to serve on such board; and**
- (3) The person receives no remuneration, either directly or indirectly, for his service on such board; and**
- (4) The primary nature of the business entity is either charitable, nonprofit or governmental.**

**(c) A person has a substantial interest in real property if the interest is an equitable or legal interest with a fair market value of two thousand five hundred dollars (\$2,500.00) or more (see Section 171.002, Texas Local Government Code).**

**(d) A person has a substantial interest under this code if the person's spouse or a person related to the person in the first degree by consanguinity or affinity has a substantial**

interest under this code of ethics and conduct (see Section 171.002, Texas Local Government Code). A person is related in the first degree by consanguinity to his or her father, mother, brother, sister, son or daughter. A person is related in the first degree by affinity to his or her father-in-law, mother-in-law, brother's spouse, sister's spouse, step-son, step-daughter, son-in-law or daughter-in-law.

**Sec. 30.42 AFFECTED PARTIES.**

**The persons subject to the provisions hereof shall be:**

- (a) The members of the city council, including the mayor; and**
- (b) The members of any board, commission or committee established pursuant to the charter or the ordinances of this city, or the laws of this state, including, but not limited to:**

**Mansfield Housing Finance Corporation**

**Mansfield Library Board**

**Keep Mansfield Beautiful Commission**

**Mansfield Industrial Development Commission**

**Historic Landmark Commission**

**Economic Development Board**

**Mansfield Park Facilities Development Corporation**

**Capital Improvement Advisory Board**

**Board of Adjustments**

**City Council**

**Construction Codes Board of Adjustments and Appeals**

**Senior Citizens' Advisory Board**

**Planning and Zoning Commission**

**Animal Shelter Advisory Committee**

- (c) Candidates for any City of Mansfield elected office; and
- (4) Any person listed within “Affected Parties” shall include all relevant information concerning the spouse of said person.

#### **Sec. 30.43 STANDARDS OF CONDUCT.**

- (a) City officers and advisory board members shall not use their position to secure special privileges and shall avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council, any board, or decision maker. When an item to be considered by the council or any board presents a conflict of interest to a city officer or advisory board member, it will be the responsibility of the city official to make such conflict known to the city attorney and to remove himself/herself from discussion and voting on the matter. Members of the council will not condone, overlook or forgive any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.
- (b) City officers and advisory board members shall strive to recognize their responsibility to future generations by addressing the interrelationship of the social, cultural, and physical characteristics of the community when making policies.
- (c) City officers and advisory board members shall make a commitment to improve the quality of life for the individual and the community, and be dedicated to the faithful stewardship of the public trust.

- (d) City officers and advisory board members shall continue to be dedicated to friendly and courteous relationships with staff, other city officials and the public, and shall seek to improve the quality and image of public service.

**Sec. 30.44 PROHIBITED CONDUCT.**

- (a) No city officer or advisory board member, or their spouses shall knowingly:
  - (1) Accept or solicit any gift, favor, service or thing of value from any person, group or business entity that might reasonably tend to influence him or herein the discharge of his or her official duties. This prohibition shall not apply to:
    - (A) An occasional non-pecuniary gift, insignificant in value; or
    - (B) An award publicly presented in recognition of public service; or
    - (C) Any gift which would have been offered or given to him or her if he or she were not a city officer or advisory board member, or their spouses.
  - (2) Grant in the discharge of his or her official duties any improper favor, service or thing of value to any person, group or business entity.
  - (3) Solicit or accept, from any source, any compensation, gift, favor, service, economic benefit, or thing of value, including a promise of future employment, that might reasonably tend to influence him or her, in the discharge of his or her official duties, in consideration of any person subject hereto of exercising or having exercised any official power or performing or having performed any official duty on behalf of the city, from any person group or business entity:

- (A) Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or board on which the city officer or advisory board member serves; or
  - (B) Who has a financial interest in any proposed ordinance or decision upon which the city officer-or advisory board member may or must act or make a recommendation; provided, however, that any city office or advisory board member and their spouses, may accept travel and related expenses to attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.
- (4) Disclose any confidential information gained by reason of the position of the officer, advisory board member or spouse concerning the property, operations, policies or affairs of the city, or use such confidential information to advance any personal interest, financial or otherwise, of such officer or advisory board member, spouse or others. This subparagraph (4) shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this ordinance.
- (5) Use one's position or office to secure special privileges or exemption for himself or another or for the private gain of the city officer, advisory board member or his or her spouse.
- (6) Hold himself out as representing the city in any capacity other than that for which he was appointed, or elected.

- (7) Engage in or accept private employment or render a service when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment in the performance of his or her official duties.
- (8) Make unauthorized use, or permit unauthorized use, of city owned vehicles, equipment, materials or property.
- (9) Grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- (10) After termination of service with the city, appear before any board or commission of the city in relation to any case, proceeding or application in which he or she personally participated or which was under his or her active consideration during the period of his or her service.
- (11) Transact any business in his or her official capacity with the city with a business entity in which he or she has a substantial interest.
- (12) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.
- (13) Perform or refuse to perform any act in order to deliberately thwart the execution of city ordinances, rules or regulations or the achievement of official city programs.
- (14) Be an interested party to any exchange, purchase, or sale of property, goods, or services with the city, or enter into any contract with the city, except in full and impartial compliance with statutes, City Charter, ordinances and regulations

applicable thereto and subject to any restrictions of the Charter of the City of Mansfield; provided further, that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further, that any discretion by officers of the city, in connection with any such transaction shall be exercised impartially and upon the same standards applied to all Mansfield citizens.

- (b) No member of the city council or city officer shall knowingly represent, directly or indirectly, any person, group or business entity:

  - (1) Before the city council or any department, agency, board or commission of the city; or
  - (2) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission is a party; or
  - (3) In any action or proceeding in the municipal court(s) of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (c) No member of a city board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:

  - (1) Before the city council or the board or commission of which he or she is a member; or
  - (2) Before a board or commission which has appellate jurisdiction over the board or commission of which he or she is a member; or

- (3) In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, board or commission thereof is a party; or
- (4) In any action or proceeding in the municipal court(s) of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.
- (d) The restrictions contained in paragraphs (b) and ©) do not prohibit the following:

  - (1) A member of a city board or commission (other the city council), or his or her spouse, appearing before the city council or a city department, agency, board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such person, or his or her spouse, shall appear before the board or commission of which he or she is a member;
  - (2) An officer of an employee organization appearing before the city council or a city department, agency, board or commission to address employment matters.
- (e) The city council shall not approve or award any bid or contract for the city's purchase of goods or services from any person, group, or entity which at any time prior to such award or approval, has hired a person who, at any time within such six-month period, was either a member of the Mansfield City Council or the chief or assistant administrator of any city department or agency that had direct, or indirect, review or consideration, or recommending or approval authority for the project or decision which is the subject of the award of such bid or contract.



(f) A person subject hereto who serves as a corporate officer or member of the board of directors of a nonprofit entity may not participate in a vote or decision regarding funding by or through the city for the entity, if said official receives any fee, compensation or other monetary payment from the entity, unless the city council appointed such city official to the board of directors or such corporate office.

(g) Nothing in this article shall prohibit the city council from participating in a vote or decision relating to salaries or travel budgets of city council members.

(h) No person subject hereto shall use his official position to secure confidential information for any purpose other than official responsibilities.

(I) No person subject hereto shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are customary, incidental or lawfully available to the public.

(j) No member of the city council shall interfere with the city manager's administrative duties of appointment to and removal of persons from employment with the city. Except for the purpose of inquiry, the city council and its members shall deal with the city departments and city employees for which the city manager is responsible solely through the city manager, and neither the council nor any member thereof shall give orders to any of the subordinates of the city manager, either publicly or privately.

(k) The restrictions in Section 30.44 do not prohibit the following:

(1) Rendering service to the city as an officer, employee or advisory board member;  
or

- (2) The paying of taxes, fines, utility service or filing fees; or
- (3) Subject to restrictions contained in the charter of the city, executing and performing any community facilities contract or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers of the city in the interpretation or enforcement of such ordinance, rule or regulation, such officers shall exercise ~~any~~ such discretion in favor of the city in connection with any such community facilities contract or plat; or
- (4) Purchasing goods or services from the city in full compliance with all applicable state and local laws; or
- (5) Members and spouses of members of the advisory boards set up by ordinance, charter or state law who are not otherwise officers of the city, may engage in any exchange, purchase or sale of property, goods or services with the city, or enter into a contract with the city, provided, however, that the board of which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage; or
- (6) A city contract for the purchase of services or personal property with a business entity in which a member of the governing body has a substantial interest if the business entity is the only business entity that provides the needed service or product within the jurisdiction of the city and is the only business entity that bids on the contract.

**Sec. 30.45     DISCLOSURE OF INTEREST.**

(a)     The City Council hereby directs all members of the City Council, or members of appointed Boards and Commissions to present a statement annually to the City Secretary by October 15<sup>th</sup> of each fiscal year in a form as set forth on the attached Exhibit "A" which is incorporated herein for all purposes; such statement providing a complete disclosure of business and professional relationships with entities that do business with the City of Mansfield or plan to do business with the City of Mansfield in the future. Any individual required to complete this statement has a duty to amend the statement if a change in its disclosures should occur during each fiscal year. Amendments must occur within thirty (30) days of the individual acquiring knowledge of the business relationship. Any individual who fails to file a required disclosure pursuant to this section within sixty (60) days of its due date may be removed from office by majority vote of the council for failure to conform to the requirements of the Ethics Ordinance.

(b)     If any officer or advisory board member has a substantial interest in any person, group or business entity, or real property involved in any decision pending before such officer or advisory board member, or the body of which he or she is a member, such officer or advisory board member shall disclose such interest as provided in paragraph (d) below and shall not, except as provided in paragraph (d) below, discuss the substance of the matter at any time with any other member of the board of which he or she is a member or any other body which will vote on the matter or otherwise participate in the consideration of the matter.

(c)     If any of the following interests are involved in any decision pending before any city or advisory board member, or the body of which he is a member, such officer or advisory board member must disclose such interest as provided in paragraph (d) below, but he shall be permitted to vote on and participate in the consideration of such matter:

- (1) A decision concerning a bank or other financial institution from which the officer or advisory board member has a home mortgage, automobile loan, or other installment loan, if the loan is not currently in default, was originally for a term of more than two (2) years and cannot be accelerated except for failure to make payments according to the terms thereof;
- (2) A decision concerning a bank or other financial institution in which the officer or advisory board member holds a savings account, checking account or certificate of deposit and which is fully insured by the U.S. government or an agency thereof;
- (3) A decision concerning a business entity with which the officer or advisory board member has a retail or credit card account;
- (4) A decision concerning the approval of substitution of collateral by a city depository bank;
- (5) A decision concerning real property in which the officer or advisory board member has a substantial interest if it is not reasonably foreseeable that such decision would have a special economic effect on the value of the property, distinguishable from the effect on the public (See Section 171.004, Texas Local Government Code).

(d) A city officer or advisory board member shall disclose the existence of any substantial interest in any person, business entity or real property involved in any decision pending before such officer or advisory board member, or the body of which he is a member. To comply with this paragraph, a city officer or advisory board member shall, prior to any discussion or determination of the matter, either file an affidavit of disclosure as required by Section 171.004 of the Texas Local Government Code or, if not so required, shall publicly

disclose in the official records of the city to the city secretary the nature of the interest. In disclosing a substantial interest in a business entity, a city officer or advisory board member shall not be required to disclose the dollar amount of any income that he or she receives from the business entity.

(e) Where the interest of a city officer or advisory board member in the subject matter of a vote or decision is remote or incidental, the city officer or advisory board member may participate in the vote or decision and need not disclose the interest.

(1) "Remote interest" means an interest of a person or entity, including a city officer or advisory board member, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.

(2) "Incidental interest" means an interest in a person, entity or property which is not a substantial interest and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This article does not establish dollar limits on the terms "insignificant value" and "de minimis" which shall have their usual meanings and be subject to interpretation on a case by case basis.

#### **Sec. 30. 46. VOTING FOR APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES AND APPLICANT RESPONSIBILITY TO REPORT CAMPAIGN CONTRIBUTIONS**

Any person being considered, or with an application pending, for appointment to any city board, commission, or committee established pursuant to the charter or ordinances of the

city, or the laws of the State of Texas, if that person has made a financial contribution of \$250.00 or more to the election campaign of a member of the city council during the two years preceding the date of the proposed appointment, the council member or members who received such contribution(s) must abstain from voting on such appointment. All persons shall enter upon the Application for City Boards, Commissions, information regarding any financial contribution as noted above, or if an application is on file for an appointment, shall notify the City Secretary of such contributions for notation on the application within 30 days of the passage of this Ordinance. The City Secretary shall send a copy of this Section to all persons who have an application on file requesting appointment. The provisions of this section shall apply only to contributions made on or after January 1, 2004.

#### **Sec. 30.47      ENFORCEMENT**

(a)      The city council shall have the primary responsibility for the enforcement of this code.

(b)      In matters where it is alleged that a city officer or board member, other than a member of the city council, violated this code, the city council may direct the city attorney to investigate or prosecute any apparent violation of this code by one or more such persons. At the direction of the city council, the city attorney shall have the power to investigate any such complaint, to initiate any suit, to file any complaint in municipal court, and to prosecute any such complaint or action on behalf of the city where such complaint or action is appropriate against a city officer or board member, other than a member of the city council.

(c)      In matters where it is alleged that a member of the city council violated this code, the city council may direct the city attorney to investigate as in (b) above, or if the council feels the alleged conduct is an extreme violation of this code, the council may select an outside, independent attorney to investigate or prosecute any apparent violation of the code by a member of the city council. The city council shall select such attorney from a list of five

experienced, qualified attorneys to be nominated by the city attorney. At the direction of the city council, such independent attorney shall have the power to investigate any such complaint, to initiate any suit, to file any complaint in municipal court, and to prosecute any such complaint or action on behalf of the city where such complaint or action is appropriate against a member of the city council.

(d) Any person who believes that a violation of any portion of this code has occurred may file a complaint with the city council which may then proceed as provided in paragraph (b) or paragraph ©) above. However, nothing in this code shall be construed to prevent complainants from instituting direct legal action through the appropriate judicial authority.

#### **Sec. 30.48 ADVISORY OPINIONS**

(a) Where any officer or advisory board member has a doubt as to the applicability of any provision of this code to a particular situation, or as to the definition of terms used herein, he may apply to the city attorney for an advisory opinion. The officer or advisory board member shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the code before such advisory opinion is made.

(b) The city attorney shall only issue advisory opinions concerning how this code applies prospectively to a particular situation, or how the definition of terms used herein applies prospectively to such a situation. The city attorney shall not issue advisory opinions to city officer or advisory board members in matters when a complaint is already pending with the city council or the situation in question has already occurred. These matters shall be handled as provided in Section 34.46 hereof.

(c) Until amended or revoked, any advisory opinion shall be binding on the city, the city council, and the city attorney in any subsequent actions concerning the public officer or advisory board member who sought the opinion and acted on it in good faith, unless material

facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any judicial proceedings initiated by any private citizen.

**Sec. 30. 49     PENALTIES; FORFEITED POSITION; EXEMPTIONS; INJUNCTIONS**

(a)     Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this code shall be guilty of a misdemeanor and fined not more than Five Hundred Dollars (\$500) for each violation. Each day that a violation continues or is permitted to exist shall constitute a separate offense.

(b)     Whenever the city council has determined that any officer or advisory board member has violated any provision of this code, such officer or advisory board member shall be subject to discipline, including forfeiture of his or her office or position. Any removal of an official from elected office shall be done in accordance with applicable state laws. This ordinance shall be construed to prohibit any such officer or advisory board member from being re-elected, or reappointed to any position with the City of Mansfield for a period of three years from the date of termination.

(c)     The city council may exempt from the provisions of this code any conduct found to constitute a violation by an officer or advisory board member if it finds that the enforcement of this code with respect to such conduct is not in the public interest.

(d)     Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this code, or which involved the violation of a provision of this code, shall be voidable at the option of the city council.

(e)     At the discretion of the city council, the city attorney or the city's outside independent attorney shall have the power, where a violation of the provisions of this code is



threatened or has occurred, to bring a civil action or proceeding, at law or in equity, for a judgment enjoining any violation of the provisions of this code or requiring the relinquishment of any prohibited interest or the voiding of any such contract or transaction, taking into account the interests of the city and any third persons who may be injured thereby. Where the city council determines that the public interest may best be served by not voiding a contract or transaction entered into in violation of this code, such contract or transaction may be enforced and an action or proceeding may be brought against any officer or advisory board member found in violation of provisions of this code for damages, not to exceed twice the damages suffered by the city or twice the profit or gain realized by the officer or advisory board member, whichever is greater.

#### **Sec. 30.50     DISTRIBUTION OF CODE OF ETHICS AN CONDUCT.**

The city secretary shall cause a copy of this code in booklet form to be distributed to and signed for by every officer and advisory board member of the city within thirty (30) days after enactment of this code. Each officer and advisory board member thereafter elected or appointed shall be furnished and sign for a copy before entering upon the duties of his or her office.

### **SECTION 2.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Mansfield, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

### **SECTION 3.**

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 unconstitutional by the valid

judgment or decree of any court of competent jurisdiction, such 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 in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

#### SECTION 4.

The City Secretary of the City of Mansfield shall publish this ordinance in booklet or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

#### SECTION 5.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.


PASSED AND APPROVED this 10<sup>th</sup> day of November, 2003.

PASSED AND APPROVED this 24<sup>th</sup> day of November, 2003.


PASSED AND APPROVED this 8<sup>th</sup> day of December, 2003.

  
David Harry, Mayor

ATTEST:

  
Vicki Collins, City Secretary

APPROVED AS TO FORM AND LEGALITY:

  
Allen Taylor, City Attorney

## CONFLICT OF INTEREST STATEMENT

I have read and understand the attached conflict of interest policy, which was approved by the City Council at its regularly scheduled meeting on June 26, 2000.

In compliance with this policy, the following is a list of all businesses or other for profit organizations of which I, my spouse, or my minor children, am(are) officer(s), more than 10% stockholder(s) (have a business interest of \$2,500 or more excluding ownership of publicly traded stocks and mutual funds), director(s), trustee(s), owner(s), partner(s), or employee(s) or for which I act as an agent, with which the City of Mansfield is doing business or plans to do business in the future. **(If none, write none.)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

I agree that if any matter comes before the City Council concerning an existing or contemplated business transaction between the City of Mansfield and any entity in which I, my spouse, or my minor children has/have an interest (as defined above), I will disclose such potential conflict and will withdraw from the meeting while such matter is in the item of business for which a meeting of the City of Mansfield has been called, I will not be counted to establish a quorum, nor will I participate in any deliberations or vote on the matter.

This statement does not preclude the requirement for signing a conflict of interest affidavit at each meeting where a conflict of interest exists.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## **§ 30.41 DEFINITIONS.**

**Proposing to delete the definition of “Family Member” as that term is not used anywhere in the ordinance and also creates confusion by including those related in the second degree by consanguinity. The provisions of the ordinance only deal with first degree by consanguinity**

### **SUBSTANTIAL INTEREST.**

- (1) A person has a substantial interest in a business entity if:
  - (a) The interest is ownership of 10% or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity;
  - (b) Funds received by the person from the business entity exceed 10% of the person's gross income for the previous year;
  - (c) The person holds a position of member of the board of directors or other governing body of the business entity;
  - (d) The person serves as an elected officer of the business entity;
  - (e) The person is an employee of the business entity;
  - (f) The person is a creditor, debtor or guarantor of the business entity in the amount of \$5,000 or more; or
  - (g) Property of the person has been pledged to a business entity or is subject to a lien in favor of the business entity in the amount of \$5,000 or more.
- (2) A person does not have a substantial interest in a business entity if:
  - (a) The person holds a position as a member of the board of directors or other governing board of a business entity;
  - (b) The person has been designated by the City Council to serve on such board;

(c) The person receives no remuneration, either directly or indirectly, for his service on such board; and

(d) The primary nature of the business entity is either charitable, nonprofit or governmental.

(3) A person has a substantial interest in real property if the interest is an equitable or legal interest with a fair market value of \$2,500 or more (see Tex. Loc. Gov't Code, § 171.002).

(4) A person has a substantial interest under this subchapter if the person's spouse or a person related to the person in the first degree by consanguinity or affinity has a substantial interest under the Code of Ethics and Conduct (see Tex. Loc. Gov't Code, § 171.002). A person is related in the first degree by consanguinity to his or her father, mother, brother, sister, son or daughter. A person is related in the first degree by affinity to his or her father-in-law, mother-in-law, brother's spouse, sister's spouse, step-son, step-daughter, son-in-law or daughter-in-law.

#### **§ 30.45 DISCLOSURE OF INTEREST.**

(A) Every officer or advisory member must file a conflicts disclosure statement as required by Chapter 176 of the Texas Local Government Code.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3674

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Old Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

### Title

Resolution - A Resolution Adopting a New Mansfield Mosquito Surveillance & Control Policy

### Recommendation

The Environmental Staff recommends the approval of the new Mansfield Mosquito Surveillance & Control Policy as the most effective means of reducing the risk of an outbreak of mosquito borne pathogens, protecting the public from a potential outbreak and using public funds in the most cost effective manner.

### Description/History

The main goals for considering the update of the Mosquito Policy are: 1) update the introductory sections to be the same as Tarrant County; 2) better describe the City's existing implementation of its surveillance program; 3) inclusion of a table describing when adult treatments in response to West Nile Virus should be implemented; 4) eliminate the 48-hour notice prior to adult mosquito treatments; and 5) to include information and steps related to non-West Nile Virus diseases (Chikungunya, Zika, Dengue). The proposed document is intended to be used by staff to guide activities related to mosquito surveillance and control, and for those members of the public with greater interest in what activities the City is engaged in. General public educational materials will continue to be hosted on webpages and provided through handouts and brochures.

The first Mosquito Surveillance and Control Policy for the City of Mansfield was adopted in 2008 and based largely on a policy for the City of Denton. The first update to that policy was in 2013, as a result of the West Nile Virus outbreak of 2012, but still largely based on language from the City of Denton.

This proposed policy is based largely on the Tarrant County Public Health policy. Sections 1 & 2, 3.1, and 3.2 are almost verbatim from Tarrant County. Section 3.3 describes responses to complaints about mosquitoes. Section 4 begins with language from Tarrant County and is followed by specific education activities performed by the City. Section 5 describes the Risk Categories for *Culex*-borne diseases, and Section 6 contains the same information for *Aedes*-borne diseases. The references section is taken from Tarrant County. Appendix A and B were developed by staff. The red-lined copy reflects the changes made between the two policies. Much of the language removed and added is informative and supportive, but does not significantly impact the implementation of the program. The change in language better conforms to the local regional mosquito program and effort than the previous language, and is representative of the partnership between the City and Tarrant County as allies in protecting

public health in the area. The differences between the 2013 policy and Tarrant County policy were significant. A new format was initially created and once the final draft language was complete used to create a red-lined copy to demonstrate changes between the two policies.

The 2013 policy does not provide any information or responses related to potential disease transmission from *Aedes* mosquitoes.

Response actions for the different risk categories are inline with those included in the Tarrant County Public Health mosquito policy. Public education remains a vital component. It should be noted that the Risk Categories in the policy are a public education tool, as well as guide for action. In consideration and response to public concerns about adult mosquito treatments, the City has committed to more objective and clearly defined triggers that would result in adult treatments. The Adult Culex Mosquito Intervention Table was created as a decision making tool for when, where, and how much adult treatments should be implemented.

CDC guidance related to adult mosquito treatment was updated in 2017 and removed precautions such as covering fish ponds, water bowls, furniture, etc...This eliminates some of the need to delay treatment related to positive mosquito samples. There have been many advances in communication technology since the 2013 policy was adopted. Communication between the City and public has become much more flexible and responsive. Additionally, staff sets traps Monday, collects them Tuesday, turns over to Tarrant County Wednesday and gets results back Friday. The lag from when a mosquito was collected to when notice is provided to the City of a potential risk to take action places public health at risk. It is important to respond as quickly as possible once the risk threshold is crossed. A table was developed to describe the risk thresholds when adult mosquito treatments should be deemed necessary and effective. This table includes greater thresholds and responses with reduced adult treatments than has been practiced in the recent past. The thresholds and responses are consistent with Tarrant County guidance.

Public education and habitat removal actions remain a critical component of the program. The City's current and future program will continue to rely on property owners and occupants to take proactive steps to reduce breeding sites, and take protective steps if the virus does begin to spread through the population.

It is the position of staff, Tarrant County Public Health, the Texas State Department of Health Services, the Centers for Disease Control that adult mosquito treatments are safe for the environment and public, and an effective tool when used properly to help reduce the potential spread of disease in the community.

### **Justification**

Staff believes this policy provides an effective framework for controlling potential mosquito related disease risks. Howard Redfearn will be present to answer questions. A resolution is attached for Council's consideration.

### **Prepared By**

Howard Redfearn, Environmental Manager





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

**A RESOLUTION ADOPTING A NEW MANSFIELD MOSQUITO  
SURVEILLANCE AND CONTROL POLICY**

**WHEREAS**, the West Nile Virus is an endemic disease in the area with varying levels of activity from year to year, and other mosquito borne diseases have the potential to become endemic; and

**WHEREAS**, the Tarrant County Public Health Department encourages communities to participate in a mosquito surveillance and control program for mosquito borne diseases; and

**WHEREAS**, an Integrated Pest Management Program is recommended as the best means to protect public health from mosquito borne diseases; and

**WHEREAS**, it is in the best interest of the citizens of Mansfield and City staff to have more clearly defined procedures regarding mosquito surveillance and control.

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

**SECTION 1.**

1. That the proposed City of Mansfield Mosquito Surveillance and Control Policy is hereby adopted.

RESOLVED AND PASSED this 14<sup>th</sup> day of September, 2020.

---

**David Cook, Mayor**

**ATTEST:**

---

**Susana Marin, City Secretary**

# Mansfield Mosquito Surveillance & Control Policy



As adopted by Resolution 2894-13  
April 8, 2013

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## 1.0 INTRODUCTION

Mosquitoes are insects that belong to the order Diptera, or True Flies. Female mosquitoes have modified mouthparts that form a long piercing-sucking proboscis, while male mosquitoes have mouthparts that are incapable of piercing skin. There are over 2500 different species of mosquitoes that have been identified throughout the world, with approximately 150 species occurring in the United States. The Texas Department of Health estimates that there are approximately 82-84 mosquito species in the State of Texas, although only about 12 of these mosquito species have been implicated in the transmission of serious diseases.

Mosquitoes typically need still, stagnant water that is isolated from fish or other small predators to complete their metamorphosis from egg to adult. Larval habitats can range from marshes, freshwater wetlands, and tree holes to human-made structures like catchments, gutters, and discarded tires. Not all species feed on humans and other mammals, and many species feed mostly on birds, amphibians, or reptiles. Only a small percentage of the known mosquito species are considered to be diseases vectors.

Although only a small percentage of mosquito species are capable of transmitting diseases, mosquitoes are still considered to be a very important vector for disease transmission. Within the United States, the occurrences of mosquito-borne illnesses have been relatively rare in recent years. However, epidemics of mosquito-borne diseases were once common in the United States. Outbreaks of Yellow Fever have been recorded as far north as Philadelphia during the Colonial Period, and Dengue fever was prevalent along the Gulf Coast until the mid-1940s. At one time, malaria was well established in the continental United States, especially in the south. Other mosquito-borne illnesses like LaCrosse, St. Louis, and Eastern Equine Encephalitis are still threats in certain areas of the country. Although many of these historical mosquito-borne diseases have been eliminated or at least controlled, the introduction and subsequent rapid spread of West Nile Virus within the United States is a topic of current concern.

Mosquitoes may be controlled through a variety of different physical, chemical, and biological methods. Physical methods usually involve source reduction, which is simply the physical removal of mosquito breeding habitats. Biological measures mainly center on the use of bacteria that kill mosquito larvae or the use of natural mosquito predators.

Chemical treatment typically involves the application of pesticides to attempt to control adult mosquito populations. Mosquito control pesticides are applied by various means, depending on the type and size of the area being treated. No matter how pesticides are applied, however, pesticides have the potential to impact non-target species, including

humans. Potential impacts may be in the form of acute or chronic toxicity, reproductive and / or developmental effects, and indirect effects through the food chain and pollination. The tests required for the registration of pesticides also do not address many forms of non-target impacts that may be of concern. Information is particularly weak with regard to the effects of inert ingredients in pesticide formulations, food chain effects, multi-generational effects, and the interaction of specific pesticides with other chemicals in the environment. It is therefore important to realize that there are risks associated with the use of pesticides just as there are risks associated with the potential for human or animal infection by a mosquito-borne illness. The purpose of this response plan is to provide a systematic way to consider and balance the risks associated with mosquito control measures.

## **2.0 West Nile Virus (WNV) and Other Mosquito Borne Pathogens**

West Nile Virus was first recorded in North American during August 1999 shortly following the Center for Disease Control and Prevention (CDC) and the New York City Department of Health responses to an unusual outbreak of encephalitis in northern Queens, New York. The cause of the observed illnesses was determined to be West Nile virus. During 1999, approximately sixty people were diagnosed with West Nile virus and seven elderly residents died from the infection. During the summer of 2000, WNV activity was detected again in New York City and appeared to be spreading. Fourteen people in the City of New York were diagnosed with acute WNV infection, six were identified in New Jersey, and 1 was reported from Connecticut. Outside of New York, WNV was detected in 12 states and in the District of Columbia. During 2001, the virus appeared again in New York City, causing seven cases that required hospitalization. In 2001, a total of 66 human cases with nine fatalities were reported throughout the nation, mostly spread throughout the eastern United States. During 2002, there were 4156 laboratory-positive human cases and 284 deaths. The number of cases increased dramatically in 2003 as the disease spread westward, with 9862 cases and 264 deaths.

During 2004 there were 2539 cases with 100 deaths, and in 2005 there were 3000 case with 119 deaths. The 2006 season had 4269 human cases of the disease and 177 deaths.

The relatively rapid spread of West Nile virus and the increase in disease incidence indicates that WNV is permanently established in the United States. It is likely that the virus survives the winter either within birds that remain in the area or possibly within mosquitoes that survive the winter in the adult stage. When spring returns, the virus recrudesces within the birds and is readily passed to early season mosquitoes. As mosquito populations increase, mosquitoes begin to feed more frequently on birds, causing an increasing number of birds and mosquitoes to become infected. If environmental conditions are favorable for transmission, the virus will amplify to a theoretical point of

spillover. At spillover, the virus can bridge out of the enzootic, bird-mosquito cycle through mosquitoes that feed on birds, humans, and other animals. At the point of spillover, transmission to humans becomes more likely unless a mosquito control program is implemented.

Mosquitoes are capable of transmitting other pathogens from one host species to another. Diseases such as Dengue fever, Malaria, Yellow fever, and several varieties of encephalitis that infect humans, horses and cattle can be carried by mosquitoes and infect individuals.

The past experience of numerous mosquito control districts suggests that a mosquito control program should be based on the principals of Integrated Pest Management (IPM).

The principals of IPM are:

- Knowledge of mosquito biology and the epidemiology of the mosquito-borne diseases;
- Surveillance and monitoring efforts for the detection and status assessment of mosquito populations and / or mosquito-borne diseases;
- A multifaceted prevention and control program comprised of a system of control tactics which are compatible with each other and which are proven effective;
- Continued program evaluations and updates to ensure that the best methods are being used to meet the prevention and control objectives of the program; and
- Continued education of the public to create awareness, understanding, and support.

These general guidelines have been used to develop the threshold-level responses of this surveillance and response plan.

### **3.0 Mansfield Surveillance Program**

The risk of mosquito-borne diseases depends on the size of mosquito populations and the incidence rate of the disease. Collecting information on adult mosquito populations is thus important for both targeting control measures and gauging the potential for disease outbreak. An adult mosquito surveillance program for Mansfield has been developed and implemented since 2005.

This surveillance program collects adult mosquitoes from public properties, easements, or rights of way through the use of gravid traps, or other methods as they become available. Captured mosquitoes will be sent to a laboratory capable of performing the West Nile Virus presence test. Each sample or pool will consist of female mosquitoes that are collected at a

single collection site using a single type of trap. The information obtained from these surveillance efforts will be used to map mosquito populations, provide public information, and to determine the incidence of WNV or other mosquito borne pathogen.

The mosquito surveillance efforts that have been designed for the City of Mansfield will allow analysts to map potential mosquito breeding grounds. Using this information, more targeted efforts towards habitat disruption, source reduction, larviciding operations, and other control mechanisms are possible. An effective surveillance and control program should therefore allow analysts to detect the presence of WNV or other mosquito-borne pathogens during the amplification phase. If targeted mosquito controls are implemented at the amplification stage, the likelihood of bridging can be minimized, thus reducing the risk of human transmission. Depending on results, trapping may be expanded or contracted and the trapping season may be lengthened or shortened. If control measures are applied, trapping may be used more frequently to evaluate the effectiveness of the control measures.

The overall goal of the mosquito surveillance program is the use data on mosquito populations and mosquito virus infections rates to:

- Assess the threat of human disease;
- Determine the geographical areas of highest risk;
- Assess the need for and timing of intervention events;
- Identify larval habitats that are in need of targeted control;
- Monitor the effectiveness of control measures; and
- Develop a better understanding of transmission cycles and potential vector species.

Adult surveillance methods should:

- Use both fixed and flexible trap positions if possible
  - o Fixed positions allow for the development of a database so year to year comparisons are possible
  - o Flexible sites allow for responses to epidemiological and natural events.
- Use a variety of trapping methods (CDC light traps, gravid traps, etc...)
- Account for different influencing factors, including:
  - o Habitat size and diversity
  - o Resource availability
  - o Proximity to human population centers and / or recreational areas
  - o Flight ranges of vector species

Advantages of using adult mosquito surveys can include:

- May provide the earliest evidence of viral activity in an area
- Helpful for determining if viral activity is local and / or restricted to a few areas
- Provides information on potential mosquito vector species
- Provides an estimate of vector species abundance
- Provides information on virus infection rates for different mosquito species;
- Provides information on the potential risks to humans and animals;
- Provides baseline data that can be used to guide emergency controls.

Disadvantages of using adult mosquito surveys:

- Labor intensive and can be expensive
- Substantial expertise is required for collecting and handling mosquitoes
- Collectors may be at risk from mosquito bites, although using personal protection methods can minimize risks.

### **3.1 Adult Mosquito Collections**

The adult mosquito surveys implemented by the City of Mansfield are designed to determine the relative abundance of various species present during the sampling period as well as the incidence of arthropod-borne virus/diseases within the captured specimens. Using this information, City of Mansfield personnel can determine the need for various control measures, conduct more effective searches for larval breeding places, assess the extent of the problem, and potentially gauge the effectiveness of control measures. Reports concerning the incidence rates of arthropod-borne virus/diseases and the relative risks to citizens may also be produced. Currently, the majority of collections are likely going to be made using gravid traps, as they are the most effective collection method for the *Culex sp.* mosquitoes most likely to cause human health risks.

### **4.0 Mosquito Control Strategies**

Human activities can greatly affect the ecology of mosquito populations. Large concentrations of people or animals, for example, can increase exposure rates and the probability of disease outbreak. The use of irrigation, development of drainage networks, elimination of mosquito predators, prevalence of improperly maintained birdbaths and other water holding containers can increase the numbers of certain types of mosquitoes.



Expanding international trade and travel has increased the chance of introducing new mosquito species into our areas, as has recently happened with the Asian Tiger Mosquito (*Aedes albopictus*).

Mosquito control strategies have changed dramatically over the last few decades. Diesel oil, inorganic poisons, and source reduction using ditching operations were the basic tools of early mosquito control programs. Chlorinated hydrocarbons, organophosphates, pyrethrins, monomolecular oils, bacteria, and natural predators are more recent additions to mosquito control efforts. With the growth of ecological consciousness and environmental science, people began to realize the environmental damage that accompanied the use of broad-spectrum chemical control agents, particularly those that did not readily break down in nature. Concerns were also raised because many mosquito populations also appeared to develop resistance to the more commonly utilized chemical control agents.

Over the past few years, major advances have been made in the areas of biological mosquito control. Biological control strategies may include using natural predators like *Gambusia affinis* (Mosquito fish), fungi, protozoans, round worms, flat worms, and bacterial agents such as *Bacillus thuringiensis israelensis* (Bti). Each biological control agent has certain benefits and restrictions. In order to use a biological control agent successfully, the applicator must have a basic knowledge of biology associated with the control agent. Some biological control mechanisms, for example, are limited by salinity, temperature, or organic pollution and some mosquito species are much more susceptible to specific types of biological control agents. All of these factors must be considered when choosing and applying biological control agents.

The perfect pesticide is one that is easily applied, reasonably inexpensive, non-toxic to non-target organisms, and eliminates the pest quickly before it becomes a threat. Although no single pesticide can combine all of these factors, certain types of *Bacillus* bacteria have been developed into pesticides that are very close to the perfect pesticide model. *Bacillus thuringiensis israelensis* (Bti), for example, is a naturally occurring soil bacteria that produces a poison capable of killing mosquito larvae. Bti is considered ideal for mosquito management because of its specificity for mosquito larvae and because of the lack of toxicity to non-target organisms. These bacteria form asexual reproductive cells, called spores, which enable them to survive in adverse conditions. The endospores of *Bacillus thuringiensis israelensis* also contain crystals of an insecticidal protein toxin called delta endotoxin. Once ingested by a mosquito, the alkaline conditions of the stomach dissolve the crystal and release the delta-endotoxin. The toxin has an affinity for the stomach wall lining causing the cells to first swell then rupture. When enough stomach cells burst, the alkaline fluid of the midgut can enter the blood. This movement of stomach fluid increases

the alkalinity of the blood and results in a general paralysis. Death typically occurs a few hours after digestion. Currently, Bti is commercially available in powder, liquid, granular, capsule, and briquette formulations.

#### **4.1 Larviciding vs. Adulticiding:**

In the past, many mosquito control programs have relied heavily upon adult mosquito controls using chemical agents. In certain areas, routine mosquito spraying has been an integral component of mosquito control strategies. However, even near-continuous exposures to pesticides may not kill all mosquitoes. Mosquitoes that are genetically able to resist higher pesticide concentrations may survive and pass on this resistance to future generations. Eventually, the pesticide becomes less effective as resistance increases in the mosquito populations.

The onset of resistance, however, can be minimized through the "Management by Moderation" approach. Management by moderation is an attempt to prevent the onset of resistance by:

- using doses that are no lower than the lowest level rate to avoid genetic selection.
- using less frequent applications
- using chemicals of short environmental persistence
- avoiding the use of slow release formulations
- applying pesticides to only hot spots. Area-wide treatments should only be considered during imminent public health threats.
- leaving certain generations, populations, or population segments untreated
- establishing action thresholds that accentuate control mechanisms other than chemical control of adult mosquitoes..

Although management by moderation is a viable means of minimizing resistance, there are other environmental and human health concerns associated with the application of pesticides for adult mosquito control. Routine mosquito spraying, for example, has the potential to continuously expose the public to pesticides. In some cases, effects on humans are possible, particularly for people who already suffer from asthma or other respiratory problems. If proper safety precautions are not followed, applicator personnel may also be in danger of overexposure. Managers must therefore decide whether mosquitoes or the chemicals used to control mosquitoes represent the biggest threat to humans.

All mosquitoes begin their lives in water. Prime breeding sites include discarded tires left outdoors, poorly maintained bird baths, clogged rain gutters, unused swimming pools and plastic wading pools, pet dishes, or any other container capable of holding water for more

than 1 week. Mosquito breeding can therefore be prevented by either eliminating the source of water (source reduction) or by killing larvae (larviciding). Larviciding programs use a combination of source reduction, biological, and possibly chemical measures to control mosquito larvae before they develop into biting adults. If properly implemented, this strategy can be the most effective, economical and safest method for mosquito control because mosquito larvae are minimized, thus reducing the need for adult mosquito control and subsequently reducing the impacts of control measures on non-target organisms. Larviciding programs also offer the opportunity to use biological controls, which minimizes the impacts of the control program on non-target organisms and lessens the risk of chemical exposures to the public. Using biological controls also minimizes the chance of pesticide resistance in the mosquito populations. Experience suggests that the most effective and economical way to reduce mosquito populations is by larval source reduction through aggressive public education about the need to remove standing water sources around homes and a locally funded abatement program. The goal of this program should be to monitor mosquito populations and initiate controls before diseases are transmitted to humans or domestic animals (CDC, 2001).

#### **4.2 Rationale for different treatment methods**

Chemical usage should not be viewed as a long-term control strategy, and should be only implemented when there are occasional episodes of heavy uncontrolled breeding concurrent with a high degree of public health risk. This strategy is most appropriate because prolonged use will lead to the development of resistance in mosquito populations, thereby limiting overall management options (Tabashnik, 1990). However, some chemical treatment methods do have lower risks for human health or the environment than others. The insect growth regulator methoprene, for example, is a juvenile hormone mimic that is environmentally benign because of its relative specificity for mosquitoes (Main and Mulla, 1982). The organophosphate, temephos, is a pesticide that is relatively target specific for mosquitoes and is generally suitable for use in environmentally sensitive freshwater wetlands (Moreau, 1988). However, because of effectiveness issues, weekly use may be required during summer months (Tennessen, 1993), and persistence can be reduced to just a few days in polluted or colloidal waters.

The most efficient and effective program is one in which mosquito larvae are prevented from becoming biting adults through the use of biological control agents. The bacterium *Bacillus thuringiensis israelensis* (B.t.i) or the bacterium *Bacillus sphaericus* (B.s.) are considered to be among the most environmentally acceptable commercially available biological control agents because of their relative specificity for mosquitoes and negligible toxicity for vertebrates (Rishikesh et al., 1983). Larvivorous fish can also be a valuable

component of an integrated control program, either alone or together with chemical control agents (Walton et al., 1990; Walton and Mulla, 1991; Reed et al., 1995)

### **4.3 Integrated Pest Management (IPM)**

Integrated pest management dictates that control efforts should be dependent on threshold levels. This means simply that a certain defined risk needs to exist before particular control measures are recommended. Levels of risk are based on knowledge of mosquito biology, the epidemiology of the mosquito-borne diseases, and monitoring efforts for the status assessment of mosquitoes and/or mosquito-borne diseases. Risks levels are then used to design multi-tactic prevention and control programs that are comprised of a system of control tactics which are compatible with each other and which are proven for their effectiveness. Continual program evaluations and updates are used to ensure that the best methods are being used to meet the prevention and control objectives of the program and continued public education is used to create awareness, understanding, and support. Frequent sampling will allow analysts to map potential mosquito breeding grounds. Using this information, more targeted efforts towards habitat disruption, source reduction, larviciding operations, and other control mechanisms are possible.

### **5.0 Mansfield Mosquito Control Plan:**

The primary objective of mosquito control is to decrease the risk of mosquito-borne human diseases. This objective should be accomplished by:

- Continuing to stress source reduction as a viable means of control
- Larviciding where such activities are feasible, practical, and likely to be effective.
- Using personal mosquito protection measures, especially for the elderly and those individuals with compromised immune systems.

### **5.1 Adult Mosquito Control Procedures**

Adult mosquito control procedures, particularly spraying of adulticides, should and will be considered a supplemental control measure of last resort. The decision to spray should be based on the considerations listed (in no particular order) below.

#### **5.1.1 Triggers For adult mosquito control procedures**

Adult control procedures should be considered only when there is evidence of WNV activity at a level suggesting a potential for a high rate of human infection (high dead bird densities, high mosquito infection rates, multiple positive mosquito species, horse or

mammal cases indicating escalating transmission, or human cases with evidence of epizootic activity). Finding a single WNV-positive bird or mosquito pool does not by itself constitute evidence of an imminent threat to human health and does not warrant escalating to adult control procedures. However, information about the mosquito populations of area cities should also be used in the determination of the need to conduct adult mosquito control activities, as well as locations where those activities should take place.

#### **5.1.2 When to use adult mosquito control procedures:**

The goal of spraying is to reduce the risk of human diseases by decreasing the number of vector adult mosquitoes as much as possible. However, the pesticide is only effective if it physically contacts the mosquito, which is most likely to happen when mosquitoes are actively flying. This typically will mean that spraying be conducted between dusk and dawn. It is also important to realize that weather conditions, including air temperature, have a large influence on the effectiveness of adulticides. In general, adulticides should only be applied when it is likely their use will maximize a reduction in risk to human health.

#### **5.1.3 Where to use adult mosquito control procedures:**

The terrain of the proposed spraying area has a major impact on the pesticide effectiveness. If there is substantial vegetation, dense shrubbery, trees, or hedges, pesticide applications can be rendered ineffective. The density of houses and other physical obstructions can also influence the effectiveness of pesticides. Surveillance information about locations of large mosquito populations, positive pool locations, proximity to dense human populations/recreation areas and similar information should also be considered in determining where to apply adulticides, as well as which method to use. In general, adulticides should only be applied in locations where the application will maximize a reduction in risk to human health.

#### **5.1.4 Human population density considerations:**

The human population density in an area where there is evidence of intense epizootic activity should also be considered. If the area in question is rural and does not contain many people, the cost and potential risk associated with spraying may not justify its use. If the area in question is more densely populated, adult mosquito control is more justified as there is a much higher likelihood of reducing risk of human infection, long as adequate protection measures are taken.

### **5.1.5 Mosquito population considerations:**

Information from mosquito surveillance can be helpful in determining when to conduct adult mosquito control and in determining the effectiveness of control measures, as well as which method(s) to use. It is also important to know the numbers and species of the vector populations in specific localities. The best way to obtain this information is through mosquito trapping efforts. The City of Mansfield has trained personnel on staff who perform the mosquito trapping, and may augment trapping activities with private contractors if deemed necessary.

#### **5.1.5.1 Lag Time:**

It is important to realize that determining the presence of diseases within surveillance specimens requires some processing time after collection. In the time between collection and the date of test results, circumstances may have occurred which would alter a decision to implement adult mosquito control procedures. For example, weather conditions may have adversely affected mosquito populations, local mosquito habitats may have been altered, or larviciding efforts may have reduced the number of newly emerged adults. All of these occurrences may result in a reduced need to implement adult mosquito control procedures.

#### **5.1.5.2 Surveillance results over time:**

Surveillance information can be considered through time to determine the progress of diseases. Information collected using a routine surveillance program can also be used to determine the relative risk of disease and to gauge the effectiveness of control measures. The available survey information should therefore always be considered before enacting adulticidal activities. It may be necessary to use mobile trap locations, or relocate existing trap locations to assist in the determination of adulticiding activity effectiveness.

### **5.1.6 Local perspectives on spraying:**

Different communities have different perspectives on the benefits and risks associated with adult mosquito control activities. While these perspectives are valid and should be considered, individuals are likely to have strong opinions on either side of the issue. The City of Mansfield has tried to incorporate a rational framework within the mosquito control program that is designed to be protective of both human health and the environment. The decision to spray, however, is a complex issue that will likely be faced without complete information. Thus, there will be citizens that do not believe that the City of Mansfield has done a good job with regards to reducing public health and

environmental risks. The mosquito control program should therefore remain flexible and should attempt to address citizen complaints through public education and dialogue.

#### **5.1.7 Mansfield adult mosquito control operations**

Once arbovirus activity is detected and the decision is made to implement mosquito control using adulticides, the size of the area to treat must be determined. Unfortunately, there is no simple formula for determining how large of an area to treat around a positive surveillance indicator, nor is there adequate information to guide decisions about the degree of vector population suppression that must be attained, or for how long this suppression must be maintained to reduce the risk of disease. The CDC (2001) suggests considering the following factors when deciding the scope of the adulticiding effort:

- the general ecology of the area
- the flight range of vectors that are known or are believed to be of importance in the area
- the population density of the vectors
- the length of time since virus-positive mosquito pools were collected
- the potential risk to the human population (including the age demographics of the area) as well as the community perception of the relative risk of pesticides versus the risk of arbovirus infection.
- the season of the year - how much time the transmission risk can be expected to persist until the vector(s) enter diapause.

It is very likely that some of these factors will be unknown or only poorly known, and practical experience in conducting a mosquito control program is needed to refine control recommendations. If adulticiding operations are conducted, the following parameters should be monitored (CDC, 2001):

- Pre and post spray mosquito densities inside and outside the control area using light traps and/or gravid traps
- Mosquito infection rates pre and post spray, both inside and outside the application area.
- Weather conditions during the application (temperature, wind speed, wind direction, etc...).
- Droplet size and flow rate of Ultra-Low Volume applications
- Population age structure of key mosquito species (if practical).

If the application of adulticides is deemed necessary, the public must be informed. The following actions/activities will take place before adulticides are applied:

- Information will be released 48 hours in advance through the media and through the city of Mansfield's web site. Under certain conditions in park areas,

applications may take place in less than 48 hours notice. For these cases, the facility will be closed to the public during and a few hours after application.

- If needed, police department escorts will accompany applicator's trucks to announce that adulticiding is about to take place. The police escorts will encourage people to go indoors to reduce pesticide exposures.

## **5.2 Public Education Concerning Mosquito Control**

Public education is a key component of a successful mosquito control program. Since the appearance of the West Nile Virus in the United States, the City of Mansfield has provided information on the city web page concerning this disease. In the event of a Risk Level 3 or higher (see Section 5.3 for rating criteria), the following key information will be conveyed to the public:

- The public will be informed about the comprehensive prevention strategies and activities used by the City of Mansfield to address the threat of West Nile Virus and to minimize the necessity of pesticide applications for adult mosquitoes.
- The public will be advised to eliminate standing water sites by removing all materials that can hold water for longer than 1 week. The public will also be urged to change the water and clean bird baths at least once a week, to clean and chlorinate swimming pools or drain and / or cover if not in use, and to unclog gutters and downspouts.
- The public will be informed about the symptoms of West Nile Virus (headache, high fever, muscle pain, weakness, and disorientation) and that persons over 50 years of age are more likely to experience significant clinical disease from West Nile infection.
- If appropriate, the public will be informed about the importance of reporting dead birds for surveillance purposes and that not all birds that are reported will be picked up. Information about the species of birds being prioritized for testing, how to properly dispose of birds not being retrieved, and the potential association between the high density of dead birds (especially crows) and the potential risk of West Nile virus will be disseminated.

Techniques used to disseminate information may include any of the following:

- City produced public information tools such as the Citizen Newsletter/e-Newsletter, City website, and MCTV Channel 27
- News media (television, radio, newspaper)
- Posters, brochures, and/or door hangers to be distributed in affected communities
- Brochures and/or fact sheets to be distributed to community-based organizations, community boards, elected officials, schools, nursing homes, libraries, outdoor activity sites, etc...



- Presentations to elected officials and/or community groups concerning mosquito breeding reduction and related activities
- News releases describing West Nile, or other pathogen, virus response activities.

## **6.0 City of Mansfield Response Plan**

The purpose of this response plan is to:

1. Minimize human illness through public education and vector control;
2. Map the density of mosquitoes and the incidence of the virus within the City of Mansfield and examine the relationship between mosquito density and land uses.
3. Identify areas where the incidence of disease is high and post the appropriate warnings to the citizens of Mansfield.
4. Identify the key vector species that carry diseases within Mansfield.

The prevention of West Nile virus, as with many diseases, is most efficiently accomplished by ensuring that prompt, accurate information reaches the public. If the appropriate information reaches the public in a timely manner, personal protective measures may be implemented without panic and confusion.

The City of Mansfield will provide continuous information on the city web page concerning West Nile virus frequently asked questions (FAQs), disease symptoms, personal preventative measures, and points of contact for additional information. If a sampled mosquito pool tests positive for arthropod-borne virus/diseases, information describing the location of the sampling event, the date, and other pertinent information will be provided.

This response plan is partially based on Department of State Health Services recommendations. This response plan is also in line with the Tarrant County Public Health guidelines for a phased response to mosquito surveillance. It should be noted that the City of Mansfield retains the right to implement measures as it sees best fit for the residents based on health risks within the city limits.

The plan is divided into 5 levels based on the risk of human disease. Each risk level is described below, along with specific recommended responses. In accordance with the principals of Integrated Pest Management Control measures are recommended for each level.

## 6.1 Risk Level 0 – No Risk

Condition: No evidence of mosquito or viral activity

Trigger: No or lower than normal mosquito activity and no evidence of arthropod-borne virus/disease detected during the past 6 weeks in vectors, humans, or other hosts.

Recommended Response:

Surveillance:

If possible, conduct routine surveillance of adult mosquito populations using light traps baited with CO<sub>2</sub> and/or gravid traps (at minimum). Collected mosquito species should be identified to species level and mosquito pools should be screened for the presence of arboviruses.

Public Information / Education:

Publicize methods for mosquito reduction and personal protection prior to the main season for mosquito activity and outdoor human activities.

Control Measures

Use public information to promote source reduction and personal protection. Conduct standard larviciding approaches using effective measures for the location and *Gambusia affinis* (mosquito fish), when they may be used. No adulticide spraying will occur at this response level.

Rationale:

Larviciding and source reduction/elimination are considered to be the most effective long-term solution for mosquito control. The control measures are designed to accomplish mosquito control by preventing larval mosquitoes from becoming biting adults.

## 6.2 Risk Level 1 – Normal Response

Condition: Probability of human outbreak is remote

Trigger: Normal mosquito activity with no evidence of arthropod-borne virus/disease detected during the past 6 weeks in vectors, humans, or other hosts.

Recommended Response:

Surveillance:

If possible, conduct routine surveillance of adult mosquito populations using light traps baited with CO<sub>2</sub> and/or gravid traps (at minimum). Collected mosquito species should be

identified to species level and mosquito pools should be screened for the presence of arboviruses.

#### Public Information / Education:

Publicize methods for mosquito reduction and personal protection prior to the main season for mosquito activity and outdoor human activities.

#### Control Measures

Use public information to promote source reduction and personal protection. Conduct standard larviciding approaches using effective measures for the location and *Gambusia affinis* (mosquito fish), when they may be used. No adulticide spraying will occur at this response level.

#### Rationale:

Larviciding and source reduction/elimination are considered to be the most effective long-term solution for mosquito control. The control measures are designed to accomplish mosquito control by preventing larval mosquitoes from becoming biting adults.

### **6.3 Risk Level 2 - Enhanced Response**

Condition: Probability of human outbreak is low to moderate

Trigger: Normal mosquito activity with little or no evidence of arthropod-borne virus/disease. Arthropod-borne virus/disease isolated from mosquitoes collected during trapping activities. Seropositive equine with a history that indicates that exposure likely occurred locally. Enhanced response level is due to recent historical presence of arthropod-borne virus/disease in vectors, humans, or other hosts within the vicinity of Mansfield (approximately 10 miles).

#### Recommended Response:

##### Surveillance:

If possible, conduct routine surveillance of adult mosquito populations using light traps baited with CO<sub>2</sub> and/or gravid traps (at minimum). Collected mosquito species should be identified to species level and mosquito pools should be screened for the presence of arboviruses. Use geographic information systems to plot the location of positive samples and confirmed cases.

#### Public Information / Education:

Publicize methods for mosquito reduction and personal protection prior to the main season for mosquito activity and outdoor human activities. Deliver reminders periodically throughout mosquito season.

#### Control Measures:

Use public information to promote source reduction and personal protection. Conduct standard larviciding approaches using effective measures for the location and *Gambusia affinis* (mosquito fish). Increase efforts in areas where positive mosquito pools are detected. Control measures will be implemented based on the following IPM criteria: time of year, the extent of previous mosquito control activities, the current level of mosquito activity, weather conditions, and surveillance results. Consider adult mosquito control procedures in and around area of positive sample locations. Adult control procedures should only be implemented if it is determined there is a highly dense adult mosquito population, as determined by surveillance activities, around area to be treated. Response emphasis should remain on larvicide and habitat removal activities, but may include some isolated adult mosquito control procedures to maximize risk reduction for human health.

#### Rationale:

Larviciding and source reduction/elimination are considered to be the most effective long-term solution for mosquito control. The control measures are designed to accomplish mosquito control by preventing larval mosquitoes from becoming biting adults. Isolated adult mosquito control procedures may prevent amplification of West Nile Virus.

### 6.4 Risk Level 3 - Public Health Warning

Condition: Probability of human outbreak is moderate to high

Trigger: Multiple mosquito pools collected at different times and locations test positive for arthropod-borne virus/diseases. Probable human or equine cases supported by laboratory testing (see definition, Page ii).

#### Recommended Response:

##### Surveillance:

Continue to conduct routine surveillance of mosquito populations. If resources allow, increase surveillance in areas where arthropod-borne virus/disease positive samples were collected. Use geographic information systems to plot the location of positive samples and confirmed cases.

#### Public Information / Education:

Alert medical professionals, veterinarians, and public health officials.

Increase public education, emphasizing source reduction, personal protection, and disease symptoms. Targeted public education concerning vector control methods and personal protection.

#### Control Measures

Use public information to promote source reduction and personal protection. Intensify larviciding efforts using effective measures for the location and *Gambusia affinis* (mosquito fish), when they may be used. Consider using insect growth regulators (example methoprene) or monomolecular oils in targeted areas. Increase efforts in areas where positive mosquito pools were detected, if applicable. Control measures will be implemented based on the following IPM criteria: time of year, the extent of previous mosquito control activities, the current level of mosquito activity, weather conditions, and surveillance results.

Once surveillance results determine the presence of West Nile Virus or other mosquito borne pathogens in multiple pools and/or multiple birds tested in the same vicinity the threat to human health is considered imminent and if larvicides are not reducing the threat to an acceptable level, the Public Works Director, or a designated representative, shall determine the need to consider targeted adult mosquito controls, such as ground-based Ultra-Low Volume (ULV) applications of pyrethroids such as permethrins (preferred), or other suitable pesticides and methods. The decision to spray should be based on the effectiveness of spraying adulticides and risks to the health of residents. The decision shall not be made based upon complaints from residents. Spraying efforts should be implemented only in the vicinity (approximately 1/4 mile or more) of areas where mosquito traps and bird tests indicate a dense pathogen bearing mosquito population or where positive tests are located near dense human populations. The Mansfield City Council shall be notified at the next regularly scheduled Council meeting if a decision to spray was made. The notification shall include the surveillance results that led to the decision, the area that was sprayed, and any additional steps that have been taken to reduce risks to public health.

Control measures will be implemented based on the following IPM criteria: time of year, the extent of previous mosquito control activities, the current level of mosquito activity, weather conditions, the species of mosquitoes that test positive for disease, the number of local mosquito pools which test positively for disease, the likely time until a killing frost, the density of roads or other access to mosquito breeding grounds, and the density of human populations. **If public health emergencies are declared at the county or state level,**

**the recommended responses associated with the declaration may be considered as part of the control plan of the City of Mansfield.**

Rationale:

Larviciding and source reduction/elimination are considered to be the most effective long-term solution for mosquito control. Increasing these measures in areas where positive mosquito pools are detected offers an additional degree of risk reduction. Targeted adult mosquito controls can reduce the number of adults on the wing while waiting for larvicide and source reduction/elimination methods to reduce future biting adults.

#### **6.5 Risk Level 4 - Public Health Alert**

Condition: Multiple human cases confirmed.

Trigger: Multiple human cases confirmed by laboratory testing and continued viral mosquito activity.

Recommended Response:

Surveillance:

Continue to conduct routine surveillance of mosquito populations. If resources allow, increase surveillance in areas where arthropod-borne virus/disease positive samples were collected. If possible, increase dead bird and/or equine surveillance in areas where viruses were isolated. Use geographic information systems to plot the location of positive samples and confirmed cases.

Public Information / Education:

Alert medical professionals, veterinarians, and public health officials.

Increase public education, emphasizing source reduction, personal protection, and disease symptoms. Public education should emphasize vector control methods and personal protection.

Control Measures

Use public information to promote source reduction and personal protection. Intensify larviciding efforts using effective measures for the location and *Gambusia affinis* (mosquito fish), when they may be used. Use insect growth regulators (example methoprene) or monomolecular oils in targeted areas to reduce larvae.

Once a confirmed positive, human case of West Nile Virus or other mosquito borne pathogens has been discovered and if larvicides are not reducing the reducing the threat to an acceptable level, the Public Works Director, or a designated representative, shall

determine the need to consider targeted adult mosquito controls, such as ground-based Ultra-Low Volume (ULV) applications of pyrethroids such as permethrins (preferred), or other suitable pesticides and methods. The decision to spray should be based on the effectiveness of spraying adulticides and risks to the health of residents. The decision shall not be made based upon complaints from residents. Spraying efforts should be implemented only in the vicinity (approximately 1/4 mile or more) of areas where mosquito traps and bird tests indicate a dense pathogen bearing mosquito population or where positive tests are located near dense human populations. The Mansfield City Council shall be notified at the next regularly scheduled Council meeting if a decision to spray was made. The notification shall include the surveillance results that led to the decision, the area that was sprayed, and any additional steps that have been taken to reduce risks to public health.

Control measures will be implemented based on the following IPM criteria: time of year, the extent of previous mosquito control activities, the current level of mosquito activity, weather conditions, the species of mosquitoes that test positive for disease, the number of local mosquito pools which test positively for disease, the likely time until a killing frost, the density of roads or other access to mosquito breeding grounds, and the density of human populations. **If conditions exist to warrant a local public health emergency, the City Council will be notified of the potential and a request be made for the Mayor to declare a public health emergency. If public health emergencies are declared at the county or state level, the recommended responses associated with the declaration may be considered as part of the control plan of the City of Mansfield.**

#### Rationale:

Larviciding and source reduction/elimination is considered to be the most effective long-term solution for mosquito control. Increasing these measures in areas where positive mosquito pools are detected offers an additional degree of risk reduction. If adulticides are deemed necessary, the pyrethroids are likely to be the most effective and least environmentally damaging compounds available. Targeted adult mosquito controls can reduce the number of adults on the wing while waiting for larvicide and source reduction/elimination methods to reduce future biting adults.

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## Definitions:

**Consideration:** Consideration involves the following factors: habitat; time of year; weather conditions; the level of documented viral activity/presence; the distribution, density, and infection rate of the vector population; and the proximity of human populations. In neighborhoods with increased positive surveillance results, green areas (parks, cemeteries, golf courses) will have higher priority for adulticide activity since these areas represent likely habitat for viral amplification via transmission among hosts (birds).

**Confirmed case:** A confirmed case of West Nile encephalitis is defined as a febrile illness associated with neurological manifestations ranging from headache to aseptic meningitis or encephalitis, plus at least one of the following:

- Isolation of WNV from, or demonstration of WNV antigen or genomic sequences in tissue, blood, CSF, or other body fluid;
- Demonstration of IgM antibody to WNV in CSF by IgM-capture EIA;
- A P4-fold serial change in plaque-reduction neutralizing (PRNT) antibody titer to WNV in paired, appropriately timed serum or CSF samples;
- Demonstration of both WNV-specific IgM (by EIA) and IgG (screened by EIA or HI and confirmed by PRNT) antibody in a single serum specimen.

**Probable Case:** A probable case is defined as a compatible illness (as above) that does not meet any of the above laboratory criteria, plus at least one of the following:

- ☐ Demonstration of serum IgM antibody against WNV (by EIA);
- ☐ Demonstration of an elevated titer of WNV-specific IgG antibody in convalescent phase serum (screened by EIA or HI and confirmed by PRNT).

**Non-Case:** A non-case is defined as an illness that does not meet any of the above laboratory criteria, plus:

A negative test for IgM antibody to WNV (by EIA, HI, or PRNT);

**and/or**

A negative test for IgG antibody to WN virus (by EIA, HI or PRNT) in serum collected P22 days after onset of illness.

## Glossary:

**Adulticide:** A type of pesticide designed to kill adult mosquitoes

**arbovirus:** shortened form of **arthropod-borne virus**. A virus that is transmitted by arthropods.

**Arthropods:** A group of animals that do not have a backbone and have jointed walking appendages, such as insects.

***Bacillus thuringiensis israelensis (BTi)*:** a type of biological pesticide used to control mosquito larvae in water (mosquito larvae die after ingesting this material).

**bridge vector:** For West Nile Virus, an organism (mosquitoes) which serve as a major viral transmission mechanism between the reservoir (birds) and humans.

**DEET:** The active ingredient in many insect repellent products (N,N-diethyl-metatoluamide).

**Eastern Equine Encephalitis (EEE):** A mosquito-borne viral disease that causes inflammation of the brain similar to West Nile Virus.

**EIA - Enzyme immunoassay**

**encephalitis:** inflammation of the brain, which can be caused by numerous different bacteria and viruses, including West Nile Virus

**gravid traps:** mosquito traps designed to attract pregnant female mosquitoes.

**HI:** Haemagglutination inhibition

**IgG:** Immunoglobulin G

**IgM:** Immunoglobulin M

**landing rate counts:** a measure of the number of adult mosquitoes landing on an individual's body during a predetermined time interval. Used to assess the abundance of host-seeking mosquitoes.

**larvae:** Immature mosquitoes that live in water; the stage after the egg hatches but before pupation.

**larvicide:** A type of pesticide used to control immature or larval mosquitoes

**light traps:** mosquito trap outfitted with a light to attract mosquitoes

**malathion:** A commonly used organophosphate pesticide used to control adult mosquitoes.

**meningitis:** Inflammation of the lining of the brain and spinal cord that can be caused by a virus or bacteria

**methoprene:** a type of insect growth regulator used to control larval mosquitoes; growth regulators prevent mosquito larvae from developing into mature adults.

**mosquito breeding site:** a location where mosquitoes lay eggs; usually stagnant water with high organic content.

**mosquito pools:** A group of mosquitoes of the same species, collected in the same area, that are combined in the laboratory to test for West Nile and related diseases.

**outbreak:** A rapid increase in the frequency or distribution of a disease.

**permethrin:** a synthetic pyrethroid pesticide used to control adult mosquito populations

**pesticide:** A substance used to kill pests such as insects, mice, and rats; an insecticide is a form of pesticide.

**PRNT:** Plaque reduction and neutralization testing

**source reduction:** the removal or reduction of larval mosquito habitats.

**St. Louis encephalitis:** mosquito-borne viral disease that causes inflammation of the brain. Very similar to West Nile Virus.

**vector:** An organism (usually an insect) that is capable of carrying and transmitting a disease-causing agent from one host to another.

**viral:** Of, or relating to, a virus

**viral encephalitis:** Inflammation of the brain caused by a virus.

## **Contact Information**

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# Mansfield Mosquito Surveillance & Control Policy



As adopted by City Council  
September 14, 2020

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## 1 Introduction

Arboviral and other arthropod-borne diseases are those in which the disease-causing agent is spread by the bite of an infected arthropod. As there are many arboviral diseases that have the potential to show up in any area, at any time, we will be focusing this document on five viruses of concern in north Texas. The agents of concern currently include West Nile virus (WNV), St. Louis encephalitis virus (SLEV), Chikungunya virus (CHIKV), Dengue virus (DENV) and Zika virus (ZIKV). Due to the nature of these diseases WNV and SLEV can be discussed together as zoonotic diseases, shared between animals and humans, whereas CHIKV, DENV and ZIKV can be discussed together as epidemic diseases, shared among humans. The contents of this document are subject to change dependent on the most current information and future, unforeseen situations. In participation with Tarrant County Public Health, and surrounding communities, the City of Mansfield conducts surveillance for the presence of WNV and SLEV by studying, surveying, sampling and testing local *Culex* populations in the city. The presence of CHIKV, DENV and ZIKV on the other hand will be dominantly determined by the presence of these viruses in the human population; however, the presence and abundance of *Aedes aegypti* and *Aedes albopictus* may be surveyed to help determine high risk areas.

### 1.1 West Nile Virus (WNV) and other *Culex*-borne pathogens

West Nile virus and St. Louis encephalitis virus are endemic mosquito-borne viruses that have the potential to cause febrile disease, myelitis, encephalitis and/or meningitis in humans and other animals. Approximately 80 percent of people who acquire these viruses will not experience symptoms. Of the 20 percent who do, roughly one percent will develop serious symptoms, up to and including death. WNV was first isolated in a febrile patient in the African country of Uganda circa 1937. After first appearing in the U.S. in New York City in the summer of 1999, it spread west eventually reaching north Texas in 2002. (AAM, 2013). Both West Nile virus and St. Louis encephalitis virus are predominantly carried by the genus of mosquito, *Culex*. The primary vector of these diseases in north Texas is known to be *Culex quinquefasciatus* (Ward, 2002). *Culex restuans* and *Culex nigripalpus* have also tested positive for WNV and will be considered secondary vectors. Therefore, much of this program will target surveillance and control of these disease carrying mosquitoes. Other species of *Culex* that may be vectors for these diseases will also be tested when sampled in abundance.

*Culex* surveillance may be conducted year-round. Regular season testing will begin the first full week of April and end in mid-November when cooler temperatures are most likely. Off-season surveillance will be conducted to monitor the mosquito populations in cooler winter months. Female *Culex* mosquitoes overwinter as adults which are virtually inactive at times of cold temperatures (Strickman, 1988). Minimal surveillance will be conducted when temperatures remain consistently low (below 8°C). Being nocturnal, these mosquitoes are most active between dusk and dawn.

WNV and SLEV have a bird-mosquito-bird transmission cycle that includes humans, horses and other animals as dead-end hosts (incapable of spreading virus to uninfected mosquitoes). This means that a mosquito can only acquire the virus from a bird and cannot acquire the virus from a human or horse (that is infected with WNV or SLEV) because of the low number of viral particles in our bloodstream. After a period of time the infected mosquito can pass these viruses on to other animals. Data pertaining to information about WNV/SLEV in human, horse and bird populations will also be considered as important information in decision-making and recommendations for the City as a whole. As available, Tarrant County Public Health (TCPH) may provide thresholds to the City to further determine mosquito control activities. These may include mosquito infection rates, vector indices, abundance of mosquitoes, weather patterns, and timing/rate of increase of mosquito positivity.

## **1.2 CHIKV, ZIKV, DENV and other *Aedes*-borne pathogens**

Chikungunya virus (CHIKV), Zika virus (ZIKV), and Dengue virus (DENV) are three arboviruses that are a potential threat to people living in North America. All three viruses share the primary vector *Aedes aegypti* and a potential secondary vector *Aedes albopictus*, which are present and abundant in many areas of Tarrant County. These mosquitoes behave differently than *Culex* mosquitoes, so surveillance for these viruses will be different than that of WNV/SLEV.

Chikungunya virus is an alphavirus in the family *Togaviridae*. Disease manifested by this virus, known as Chikungunya fever (CHIK), can result in high fever, headaches, intense joint pain and sometimes a rash. It was first isolated in 1952 on the Makonde plateau in Tanzania, Eastern Africa. The word “Chikungunya” roughly translates to “that which bends up” in the Makonde dialect which describes the actions of those experiencing symptoms of the disease. Since 2004, the distribution of the virus has been spreading from the African islands, to Asia and Europe, and has most recently made a stronghold in the Caribbean and other popular North American island destinations (PAHO, 2011). Chikungunya may be severely debilitating, but is rarely fatal. Symptoms

typically last less than two weeks, but may persist for months and in rare cases, even years.

Dengue virus (*Flaviviridae: flavivirus*) continues to spread around tropical and subtropical regions. Disease resulting from DENV can range from febrile to hemorrhagic and it exists in four different serotypes, 1, 2, 3 and 4. The symptoms of Dengue fever can be similar to CHIK, however the onset of fever is more gradual, there is more commonly a rash, and it is more likely to be fatal (PAHO, 2011). Once an infected person overcomes illness from one serotype of DENV, they become susceptible to develop more severe Dengue fever symptoms upon reinfection with another serotype (WHO, 2009). Recently, local transmission has been documented in the Florida Keys (Richards et al. 2012) and happens periodically on the Texas-Mexico border (Rodrigues-Tan and Weir, 1998).

Like Dengue virus, Zika virus is in the family *Flaviviridae*. Symptoms from acquisition of this virus are also similar to CHIKV and DENV. Most cases result in a maculopapular rash (flattened raised red patches) on the torso, joint pain and conjunctivitis. Symptoms are believed to be less severe than that of CHIKV and speculated to be manifested by roughly 20 percent of people who acquire the virus. Guillain-Barre Syndrome and encephalitis-like diseases have been associated with Zika in a very small percentage of the people who have developed Zika-related illness. Deaths associated with Zika virus are rare. The cause of major concern with the spread of Zika is the effects it has on fetuses if women are infected during pregnancy. In April of 2016, CDC scientists announced that Zika can cause microcephaly and other severe fetal brain defects (Rasmussen *et al* 2016). Microcephaly can be defined as a condition where a baby is born with an abnormally small head, likely due to the under-development of the brain. Pregnant women should avoid travel to places where Zika is being transmitted. Most cases of Zika illness in the United States are related to international travel. In 2016, two outbreaks of Zika occurred in the intercontinental U.S. in Miami, Florida and Brownsville, Texas. There were an additional four cases of Zika in Hidalgo and Cameron Counties in 2017. Though most cases of Zika are transmitted through the bite of an infected mosquito, it may also be transmitted sexually.

All three of these viruses are transmitted by mosquitoes in the genus *Aedes*, subgenus *Stegomyia*. These mosquitoes are unlike *Culex* mosquitoes in the fact that they are diurnal (active during the day), overwinter as eggs, and feed predominantly on humans. Surveillance for these mosquitoes will take place during our in-season WNV/SLEV surveillance utilizing BG Sentinel traps. Surveillance for these mosquitoes will only be utilized to find potential problem areas and not for surveillance of these



viruses since there is no domestic transmission and humans are the current preferred sentinel.

## **2 Mansfield Surveillance Program**

The risk of mosquito-borne diseases depends on the size of mosquito populations and the incidence rate of the disease. Collecting information on adult mosquito populations is thus important for both targeting control measures and gauging the potential for disease outbreak. An adult mosquito surveillance program for Mansfield has been developed and implemented since 2005.

### **2.1 West Nile virus and St. Louis encephalitis virus surveillance in mosquitoes**

The City has prepared a total of 12 trap sites located throughout the city limits so that a one-mile buffer from all trap sites combined covers the majority of existing and future populated areas. However, the North Texas Regional Laboratory (NTRL) only has capacity to allow up to six sites from Mansfield to be tested per week. Therefore, the City's Environmental Services Department will perform, or coordinate, trapping of adult *Culex* mosquitoes at the 12 trap sites rotated so six sites are collected every week. Changes can be made to this trap rotation at any time related to previous trap data, adjacent community information, or other related indicators. Lab dates and times are controlled through the NTRL and are subject to change at any time with little to no notice to the City.

Seasonal surveillance:

- Brew gravid water with grass clippings, set traps overnight to be collected the following morning (once/week), and deliver mosquitoes in appropriate containers to TCPH.
- TCPH will identify, enumerate, and place up to 50 mosquitoes of the appropriate vector species into each tube.
- TCPH NTRL will store frozen samples until ready for processing, run a real-time reverse-transcriptase polymerase chain reaction (RT-PCR) assay for detection of WNV and SLEV, determine positive/negative results, and report results to TCPH vector control the morning of the day following laboratory submission.
- Notification of any mosquito pools that test positive for WNV or SLEV will generally occur Friday afternoon via telephone and email. All lab results will be received via email. Locations and results of WNV/SLEV trap sites will be added to the Tarrant County website by vector control personnel or designee.

- TCPH will report positive mosquito pool results to the Texas Department of State Health Services (DSHS) once/week on Fridays.

#### Off-season surveillance:

- Brew gravid water with grass clippings, set traps overnight to be collected the following morning (once every other week, weather and conditions permitting), and deliver mosquitoes in appropriate containers to TCPH. An electronic calendar will be used with trapping periods and testing dates.
- Off-season trapping should follow the same procedures as the in-season trapping.

## **2.2 Dengue virus, Zika virus, and Chikungunya virus surveillance in mosquitoes and surveillance for *Aedes* mosquitoes**

Surveillance for CHIKV, ZIKV and DENV in mosquitoes will only happen on a case-by-case basis where one of these viruses would be most likely to occur. This would be strictly for data collection purposes and would not determine a response for mosquito treatment. Due to the nature of the way these viruses cycle in the environment, strictly between humans and mosquitoes, it is highly unlikely that these viruses will be found in mosquito populations before human cases appear. Therefore, the dominant form of surveillance for the virus itself will be through recording confirmed human cases. The City may deploy any of the current three BG Sentinel traps to monitor the populations of *Aedes aegypti* and *Aedes albopictus*, or contract with a private provider to conduct surveillance. Static trap locations should be chosen based on human population density and breeding habitat availability. BG Sentinel traps with the addition of dry ice should also be placed at suspect case addresses during warmer seasons (during the WNV in-season period). Results of BG Sentinel traps will be turned in with gravid trap samples and results will be returned with gravid trap results. It is important to keep these traps in static locations to monitor these mosquito populations over time.

### **2.2.1 Mosquito surveillance and control near imported cases**

Suspected imported cases of CHIK, Zika or Dengue fever will be determined by the Division of Epidemiology at TCPH. Suspect imported cases must have a travel history that includes a country in which CHIKV, ZIKV and/or DENV are endemic, epidemic, or currently circulating. Upon notification of a suspected human case from the Division of Epidemiology, a member of the vector control team will work collaboratively with the appropriate City Environmental Services Department personnel to inspect the property of the patient for sources of *Aedes* breeding and to determine subsequent mosquito

control activities. Permission forms should be utilized to enter private residences. Personnel conducting the inspection will record observations on the backyard mosquito checklist. It should be noted here that risk is determined by, but not limited to, a number of factors including: the viremia of the patient while they were present in the county, the number of vector mosquitoes found on or near the property, the use of and type of repellents utilized during the viremic period and/or reports of patient outdoor activity/reports of being bitten by vector mosquitoes. BG Sentinel traps should be deployed with the addition of dry ice for a 24-hour period during times where *Ae aegypti* and *Ae albopictus* are known to be active (typically from May to November) to monitor risk from adult mosquitoes. BG Sentinel trap samples should be brought to Tarrant County vector control staff the day following trap placement where vector control staff may be able to make risk assessments on a case-by-case basis. Adulticiding the patient residence and all adjoining properties may be recommended where high risk is determined to be present along with larviciding and educating all residences within a 150-meter radius. Handing out repellents including N, N, N diethyl-meta-toluamide (DEET) and properly labeled larvicides within the neighborhood may also be encouraged. All larval source containers should be overturned or treated with the appropriate larvicide. Upon observation of adult mosquitoes, adulticiding should be considered. Adulticiding may include thermal fogging or residual spray to surrounding resting areas (low-lying non-flowering plant life and eaves). Treatment of flowering plants should be avoided to minimize exposure to non-target insects. Ultra-low Volume (ULV) targeted backpack application is not recommended in the daytime due to a lack of an inversion layer causing the chemical to evaporate and be ineffective. The placement of a post-treatment BG Sentinel trap is recommended to monitor effectiveness of treatment. This data should be reported to TCPH for data collection purposes. If the patient is no longer viremic and therefore cannot spread the virus to a local mosquito population, the patient will be educated about the use of repellent and encouraged to treat larval sources found on their property.

Surveillance of locally acquired cases of CHIK/DENV/ZIKV will follow guidelines and be coordinated with TCPH, Texas Department of State Health Services, and/or the Centers for Disease Control.

### **2.2.2 Human surveillance**

Arboviral diseases and exotic diseases are nationally-notifiable conditions and reportable in Texas. Most disease cases, including suspected cases, are reported to the Division of Epidemiology at TCPH. They are responsible for ensuring that reported human disease cases meet the Council of State & Territorial Epidemiologists (CSTE) case definitions and are investigated promptly. Upon confirmation of a human WNV or

SLEV case, the Division of Epidemiology will notify a designee in TCPH Vector Control. In compliance with the Health Insurance Portability and Accountability Act (HIPAA), information regarding human cases will not be released on the interactive mapping website. TCPH Vector Control staff will report an intersection near the human case to the City and additional gravid traps may be placed near this area to test additional pools of mosquitoes for WNV/SLEV. This is recommended due to the nature of acquisition not being isolated to the patient's home and also to help protect HIPAA information in reasons to treat.

### **3 Prevention and Control**

The functional goal of the mosquito surveillance program is the use of data on mosquito populations and mosquito virus infection rates to:

- Assess the threat of human disease.
- Determine the geographical areas of highest risk.
- Assess the need for and timing of intervention efforts.
- Identify, eliminate or treat larval habitats.
- Monitor effectiveness of control measures.
- Communicate risk to the public.

The primary objective of mosquito control is to decrease the risk of mosquito-borne human diseases. This objective should be accomplished by:

- Continuing to stress source reduction as the primary means of control.
- Larviciding where such activities are feasible, practical and likely to be effective.
- Using personal mosquito protection measures, especially for the elderly, and those individuals with compromised immune systems.
- Use of adulticide campaigns as a means of last resort to respond to public health concerns.

The principles of Integrated Pest Management for mosquito control are:

- Knowledge of mosquito biology and the epidemiology of the mosquito-borne diseases.
- Surveillance and monitoring efforts for the detection and status assessment of mosquito populations and/or mosquito-borne diseases.
- A multifaceted prevention and control program comprised of a system of control tactics which are compatible with each other and which are proven effective.
- Continued program evaluations and updates to ensure that the best methods are being used to meet the prevention and control objectives of the program.

- Continued education of the public to create awareness, understanding and support.

### 3.1 Larviciding

Larviciding practices are a pivotal part of mosquito control. Larvicide is best implemented when eliminating known mosquito breeding spots. This is the main focus of localized community mosquito surveys, which are carried out when mosquito pools test positive for WNV or SLEV. The concept behind this involves removing mosquito populations when they are vulnerable to effective control methods and cannot actively serve as a disease vector. Larvicide activities may be performed by staff, a contractor, or property owner. A list of larvicide methods the City of Mansfield may use includes:

- *Bacillus thurengiensis israelensis* or Bti.
- *Saccharopolypora spinosa* or Spinosad
- Insect growth regulators (Methoprene)
- Cocobear Mosquito Larvicidal oil
- Elimination of standing water and breeding habitat
- *Gambusia affinis*

Reducing, eliminating, and treating mosquito breeding sites are some of the most important aspects of a mosquito control program. It controls mosquitoes before they emerge as host-seeking adults (only adult female mosquitoes are vectors for arboviral diseases). Additionally, pin-pointing sources that need to be treated are more efficient, effective, and safer than treating large areas with adulticide. Humans and terrestrial wildlife are less likely to be exposed to treated aquatic habitat of larval mosquitoes than that of terrestrial airborne adults.

Physical elimination and/or larviciding of mosquito breeding sites will be conducted by Environmental Services staff upon observation when possible. If sources are known to exist on private property, Environmental Services staff will notify the property owner of mosquito breeding activity and request elimination and/or treatment of the breeding sources where possible. If the property owner does not eliminate/treat sources, the City may use applicable laws to seek legal remedy (Texas Health and Safety Code Chapters 341 and 343).

*Gambusia affinis*, also known as mosquito fish, are natural endemic predators of aquatic stages of mosquitoes. They have the ability to continuously control mosquito larvae in a single source, are fairly easy to maintain, and are typically environmentally friendly. TCPH personnel will keep a stock tank of *Gambusia* at Tarrant County Public Health.

The City may request *Gambusia* at any time during business hours to be able to use for purposes of larval mosquito control within their municipalities. A record of the quantity of fish used to treat a given area, date, and time of treatment will be recorded.

### **3.2 Adulthooding**

Though larval elimination will be the main focus of mosquito control, it is impossible to know and eliminate every source of mosquito breeding. Mosquito-borne illness can only be transmitted in the adult life stage of the mosquito vectors. The City may use contractors to apply adulticide via a ground-based truck mounted with Ultra Low Volume (ULV) sprayers in response to a mosquito sample that tests positive for WNV and/or SLEV, and in areas where a confirmed human case notification has been provided.

Once a confirmed positive trap for West Nile Virus or other mosquito-borne pathogens has been discovered, or a confirmed human case has been reported, the Public Works Director, or a designated representative, shall determine the need to consider targeted adult mosquito controls, such as ground-based Ultra-Low Volume (ULV) applications of pyrethroids, such as permethrins (preferred), or other suitable pesticides and methods based on the conditions present at the time and the Adult Mosquito Intervention Table in Appendix A. The decision to spray should be based on the effectiveness of spraying adulticides and risks to the health of residents. The decision shall not be made based upon complaints from residents. Spraying efforts should be implemented only in the vicinity (approximately 1/2 mile or more) of areas where mosquito traps indicate a dense pathogen-bearing mosquito population or where positive tests are located near dense human populations. If an area continues to test positive for WNV and/or SLEV after it has been treated, the City will consider elevating this response to adulticiding by increasing the concentration of product used, or expanding the area to be treated by up to a nominal one mile buffer to the trap location, or increasing the number of consecutive treatment days. Environmental Services staff will develop buffer maps for spray areas every mosquito season.

When a positive trap result is reported to the City, Environmental Services staff shall consult the *Culex* Adult Mosquito Intervention Table to determine if a spraying event is warranted, where it be conducted, and for how many nights. Public notification shall be posted through the City's social media and other public notice channels and include the area proposed to be sprayed, and a summary of additional steps that residents may take to reduce risks to public health. For treatments to be effective as a means to reduce

disease transmission, it is important to implement as quickly as possible. Weather permitting, treatments should commence the evening of a positive result notification.

When human cases of WNV infection have been reported to the City, a trap may be placed near the location to test for presence of WNV in the local mosquito population. A decision to treat the area utilizing adulticide treatment options may be based on the results of the collected mosquitoes, or other relevant information. Typically, the area treated will be within a nominal buffer of 1/2 mile.

In extreme cases of public health emergency, TCPH maintains an aerial spray contract the City may participate with.

The CDC and EPA have determined that ultra-low volume, ULV, based spraying of pesticides, whether applied by ground or aerial methods, is not harmful to the environment or people, and can be an effective means of control for adult mosquito populations capable of transmitting disease to humans.

As mentioned in the CHIKV/SLEV surveillance portion of this document, when large populations of adult *Aedes* are determined to be present on a suspected CHIKV/DENV patient's property, ULV or thermal fogging via backpack mounted/all-terrain vehicle (ATV) mounted sprayer will commence when appropriate.

### **3.3 Complaints**

Reports of potential breeding habitat, increased adult activity, or significant adult population on any property within the City of Mansfield shall be investigated by Environmental Services personnel through a thorough investigation of the suspect property, as well as surrounding properties. If mosquito breeding sources are found, notification, treatment and corrective action of the problem will be communicated to the responsible party. Complaints are filed and tracked to ensure follow-up visits and continuous mosquito control over time. Time permitting, complainants will be contacted with follow-up information.

## **4 Public Education Concerning Mosquito Control**

Educating the public is an essential aspect of the City's arboviral control program. This includes giving the public tips on how to control mosquitoes in their homes and backyards, stating the risks and symptoms of these arboviral diseases, and informing people on how to protect themselves from host-seeking female mosquitoes. To help

educate the public, Environmental Services personnel attend local events with displays of larvae and adult mosquitoes, pamphlets and fliers that include information about mosquitoes, and WNV/SLEV/CHIKV/DENV protection from mosquitoes, and answer general questions about these subjects. Environmental Services personnel are also available for classes upon request to educate homeowners associations (HOAs), school classes, and community outreach programs throughout the city. Appropriate staff also attend an Arboviral Surveillance Program kick-off meeting before the start of the WNV/SLEV season where TCPH vector control personnel review the past year, review cumulative progress of the program, and assess the program.

Environmental Services personnel attend Texas Mosquito Control Association (TMCA) and American Mosquito Control Association (AMCA) meetings to be educated and to network with other vector control professionals. Environmental Services personnel work with public education and information staff to create pamphlets, fliers, and other educational materials, and/or use those developed by TCPH. The Environmental Services Department handles official press releases, ground spray notifications, social media posts, online articles, and other communication vehicles. Notifications of spraying activity will be posted on the City's social media accounts (geo-fenced to the spray location when possible), the City's website, and other online venues the day when spraying activities are scheduled to begin. This will generally be done the afternoon when results are received from the TCPH NTRL of positive mosquito trap results, or notification from TCPH Epidemiology of confirmed human cases. Other general program information will be available through brochures, the City's website, and other appropriate communication channels.

## **5 WNV/SLEV and Other Culex-borne disease response summary table**

This response plan is in line with the Tarrant County Public Health guidelines for a phased response to mosquito surveillance. It should be noted the City of Mansfield retains the right to implement measures as it sees best for the residents based on health risks within the city limits, or other related information.

The plan is divided into six categories based on the risk of human disease transmission. Each risk category is described below, along with specific recommended responses in accordance with the principles of Integrated Pest Management Control measures recommended for each category.



<b>Risk Category</b>	<b>Condition</b>	<b>Action</b>
0 – No Risk	No evidence of mosquito populations or viral presence in past 6 weeks	<ul style="list-style-type: none"> <li>• In/off season surveillance</li> <li>• Continue education program</li> <li>• Review/update communication plan</li> <li>• Standard larvicide, source reduction and education</li> </ul>
1 – Normal Response	Normal seasonal mosquito populations with little or no evidence of viral presence	<ul style="list-style-type: none"> <li>• Response as in Risk Level 0, plus:</li> <li>• Routine surveillance</li> <li>• Property site assessments</li> </ul>
2 – Enhanced Response	Normal seasonal mosquito populations without evidence of viral activity but typical historical viral presence	<ul style="list-style-type: none"> <li>• Response as in Risk Level 1, plus:</li> <li>• Enhanced larvicide, source reduction and education</li> </ul>
3 – Public Health Concern	Elevated mosquito populations or viral presence in adjacent communities and/or probable human case	<ul style="list-style-type: none"> <li>• Response as in Risk Level 2, plus:</li> <li>• Enhanced site assessments near traps with increased activity</li> <li>• Consult Adult Mosquito Intervention Table in Appendix A for adulticide response</li> <li>• Re-emphasize need to remove standing water</li> <li>• Emphasize urgency of personal protection, including use of repellents</li> </ul>
4 – Public Health Advisory	Virus detected in mosquito sample(s) and/or probable human case	<ul style="list-style-type: none"> <li>• Response as in Risk Level 3, plus:</li> <li>• Alert medical professionals, veterinarians, and others</li> <li>• Public health warning considered</li> </ul>
5 – Public Health Alert	Multiple trap locations and/or human cases confirmed by laboratory testing and continued viral mosquito activity	<ul style="list-style-type: none"> <li>• Response as in Risk Level 4, plus:</li> <li>• Public health emergency considered*</li> <li>• Possible aerial adulticide treatment consideration</li> </ul>

**\*If conditions exist to warrant a local public health emergency, the City Council will be notified of the potential and a request be made for the Mayor to declare a public health emergency. If public health emergencies are declared at the county or state level, the recommended responses associated with the declaration may be considered as part of the control plan of the City of Mansfield.**

## **6 CHIKV, DENV, ZIKV and other *Aedes*-borne disease response summary table**

<b>Risk Category</b>	<b>Condition</b>	<b>Action</b>
Preparation	Vector possible in area	<ul style="list-style-type: none"> <li>• Plan surveillance of <i>Aedes</i> by preparing the BG Sentinel traps and securing source of dry ice to fuel the traps</li> </ul>
Category 1	Mosquito season	<ul style="list-style-type: none"> <li>• Consider expanding adulticide activity</li> <li>• Intensify public education to prevent biting</li> </ul>
Category 2	Local transmission	<ul style="list-style-type: none"> <li>• Expand adulticiding efforts to affected locality</li> <li>• Monitor <i>Aedes</i> with BG Sentinel traps</li> </ul>
Category 3	Widespread local transmission	<ul style="list-style-type: none"> <li>• Continue with Category 2 procedures</li> <li>• Work with regional and statewide entities to reduce human risk</li> </ul>
Category 4	Local transmission in larger area (multiple counties)	<ul style="list-style-type: none"> <li>• Expand response activity and capability regionally and statewide</li> </ul>

## 7 References

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## **8    Contacts and Resources**

### **City of Mansfield Environmental Services**

Howard Redfearn 817-276-4240

Cameron Cowden 817-728-3340

<https://www.mansfieldtexas.gov/248/Mosquito-Control>

### **Tarrant County Health Department**

Environmental Health 817-321-4960

<https://www.tarrantcounty.com/en/public-health/disease-control---prevention/west-nile-virus.html>

### **Texas Department of State Health Services**

<https://dshs.texas.gov/idcu/disease/arboviral/westnile/>

### **Centers for Disease Control and Prevention (CDC)**

<https://www.cdc.gov/westnile/index.html>

## 9 Appendix A – Adult *Culex* Mosquito Intervention Table

Truck-based *Culex* mosquito adulticide action matrix for control of WNV\*

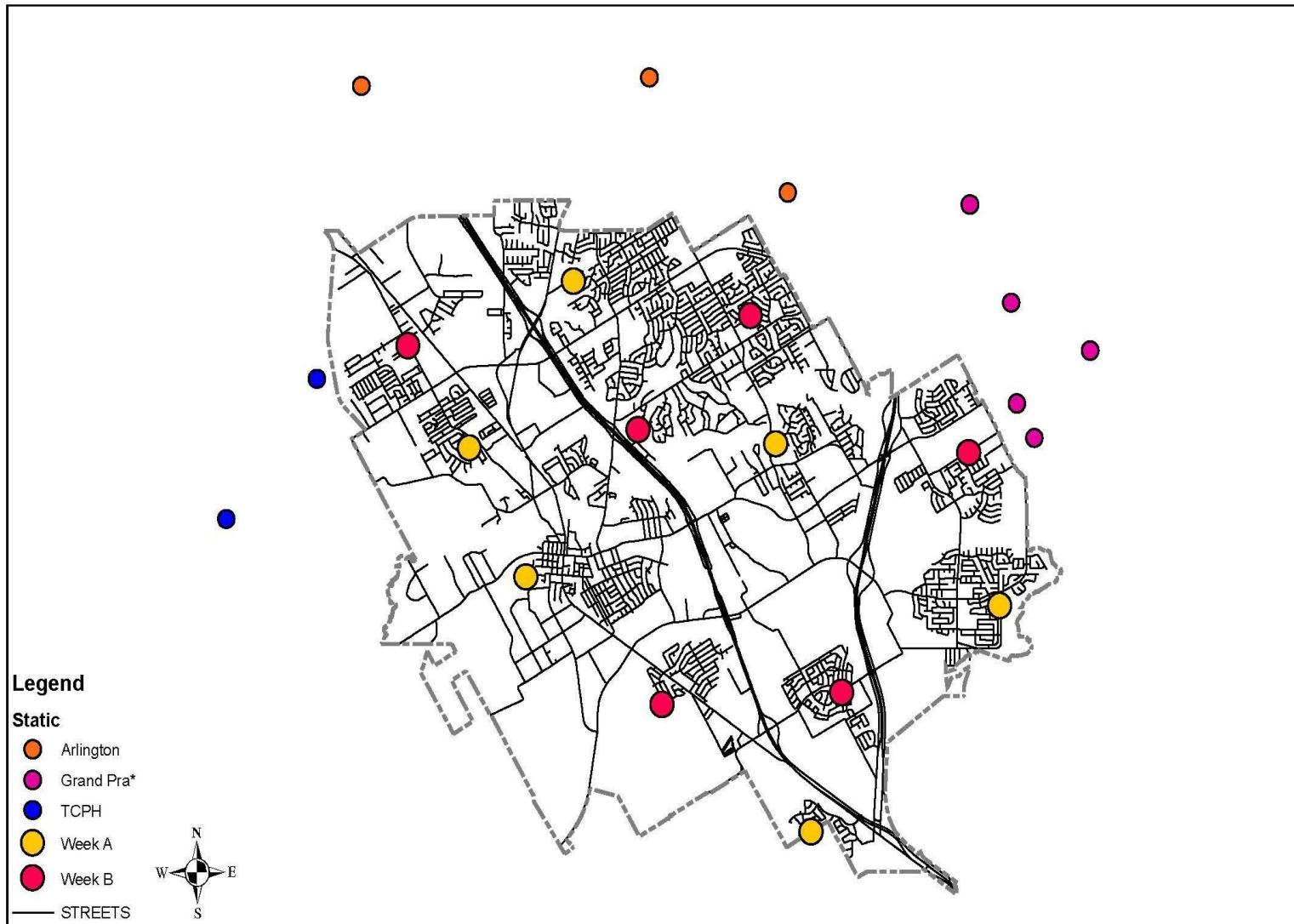
	Isolated Trap Conditions				Adjacent Positive Trap Conditions			
	First Positive	Previously Positive	Second Consecutive	Third Consecutive	First Positive	Previously Positive	Second Consecutive	Third Consecutive
<b>Early Season</b>	No spraying	Spraying, 2 nights/0.5 mile	Spraying, 3 nights/0.5 mile	Spraying, 3 nights/1.0 mile	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/1.0 mile	Spraying, 3 nights/1.0 mile
<b>Peak Season</b>	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/0.5 mile	Spraying, 3 nights/0.5 mile	Spraying, 3 nights/1.0 mile	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/1.0 mile	Spraying, 3 nights/1.0 mile	Spraying, 3 nights/1.0 mile

**\*Changes to these adulticide decisions are contingent upon recommendation from Tarrant County Public Health due to changes in disease risk.**

Variables listed and defined:

- Early: Late February through Late May.
- Peak Season: June through Early November.
- First Positive, Isolated Trap: When a trap tests positive for WNV for the first time in the season, and the trap is not located near other positive trap sites.
- Previously Positive: When a trap tests positive for WNV after testing negative, but was positive within three previous weeks.
- First Positive With Adjacent Positive: When traps adjacent to one another test positive for WNV for the first time in the season. This refers to traps within the City and directly outside.
- Previously or Consecutive Adjacent Positive Traps: Either trap consecutively or previously testing positive for WNV will result in the response for adjacent conditions. This refers to traps within the City and directly outside.
- Spraying: Truck-based, ultra-low volume treatment from streets with adulticide of the areas indicated in published maps. Adulticide treatments shall not take place without an indication of disease risk present.
- No spraying: The choice not to spray. Other actions such as habitat removal, larvicide, and public education will be conducted.

## 10 Appendix B – 2020 Mansfield Mosquito Surveillance Trap Map



Trap locations and map subject to change as needed.

# Mansfield Mosquito Surveillance Comparison

6 responses

[Publish analytics](#)

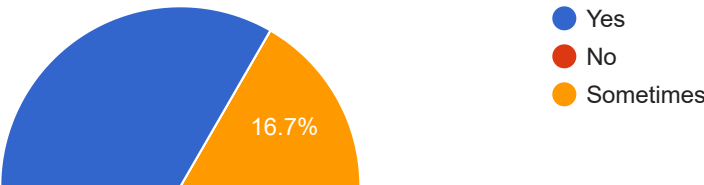
## Name of organization

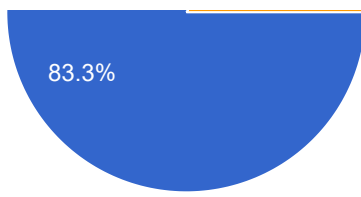
6 responses

- City of Burleson
- City of Grand Prairie
- City of Southlake
- city of arlington
- City of Keller
- City of Cedar Hill

## Does your city spray as part of a vector control program?

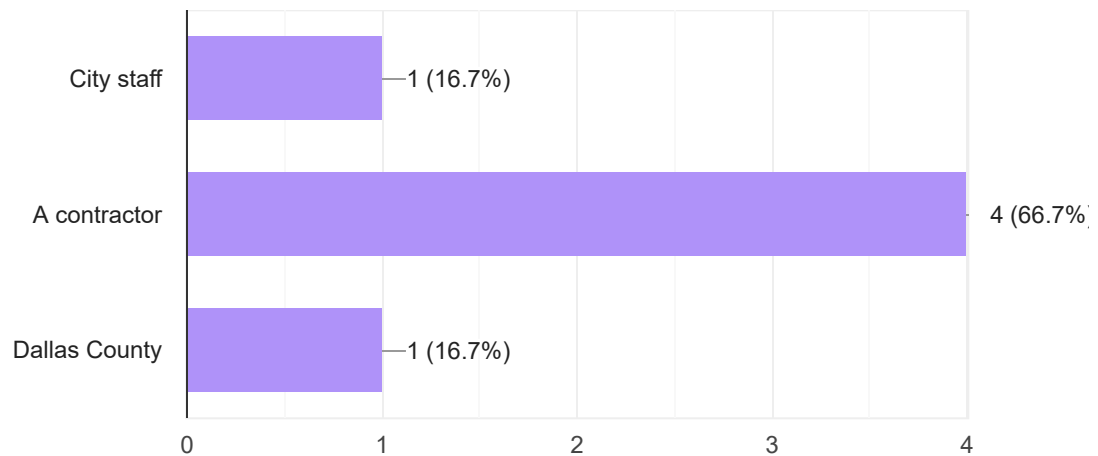
6 responses





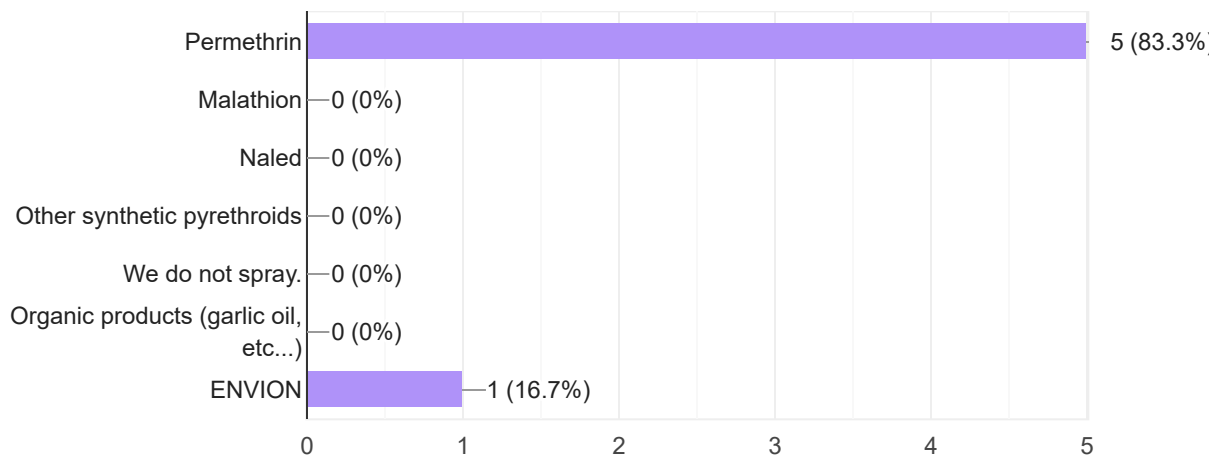
### If 'yes,' who performs the spraying?

6 responses



### Which product is used when spraying? (Choose all that apply)

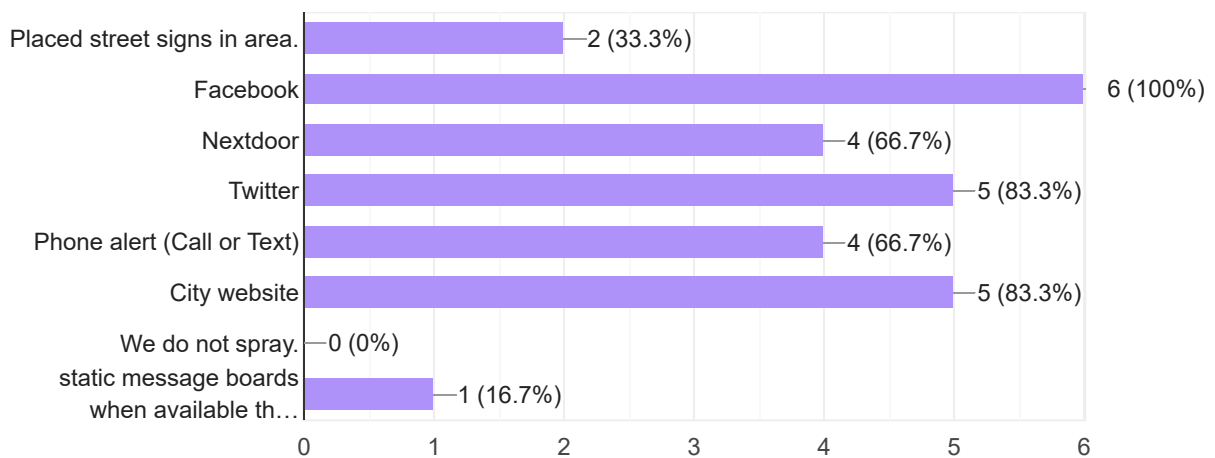
6 responses





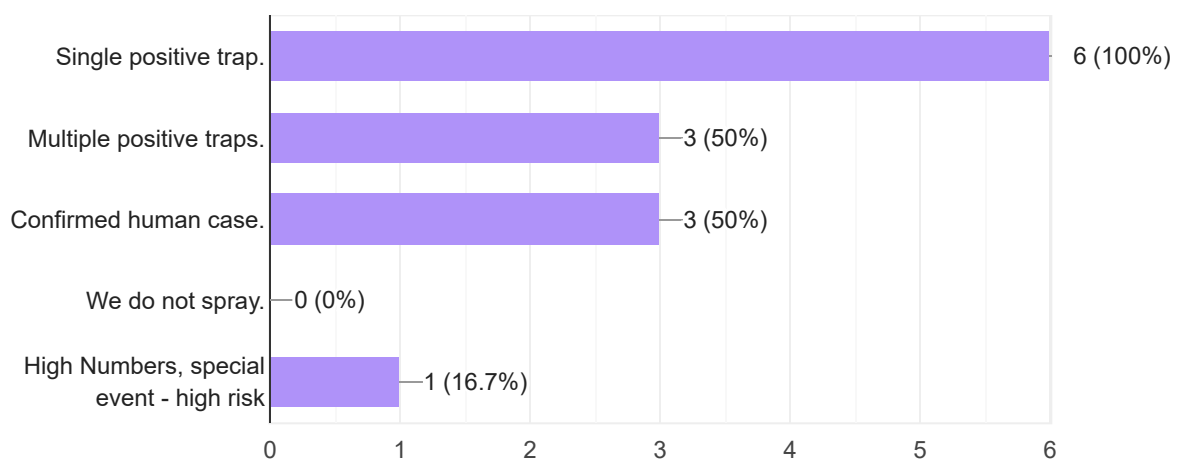
### How is the community notified of the spraying area and times? (Choose all that apply)

6 responses



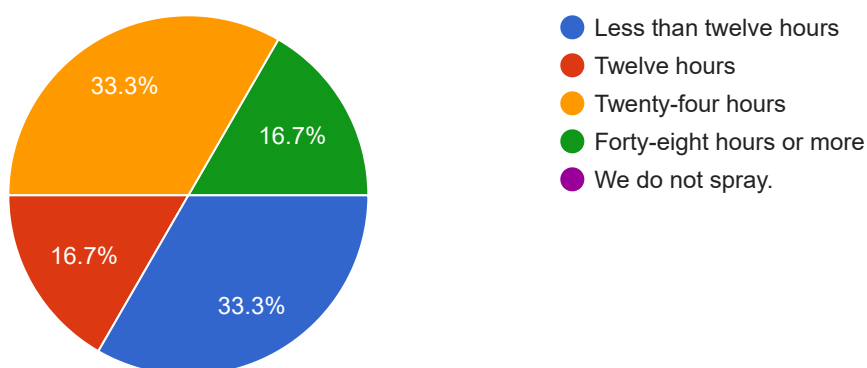
### What triggers a decision to spray?

6 responses



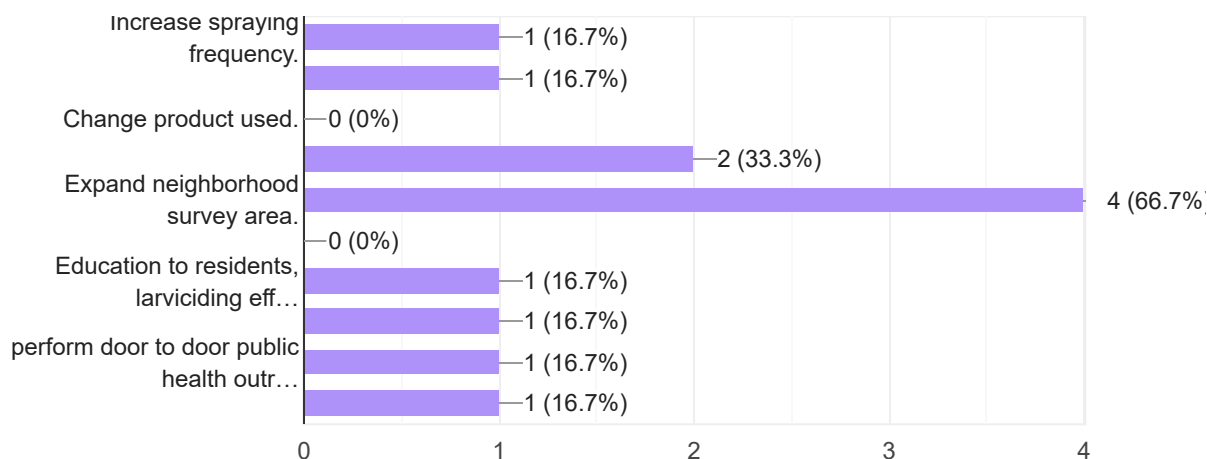
When a positive test result comes back, how long until spraying is executed?

6 responses



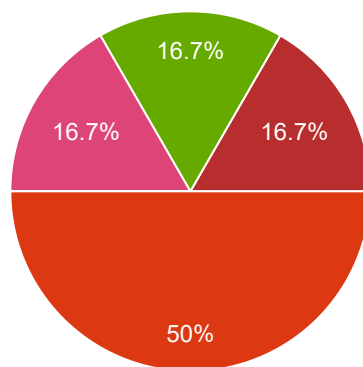
If a specific trap site comes back positive multiple weeks in a row. Which describes your spraying escalation policy? (Choose all that apply)

6 responses



Is there ever a case where an area would not be sprayed when a positive result comes back?

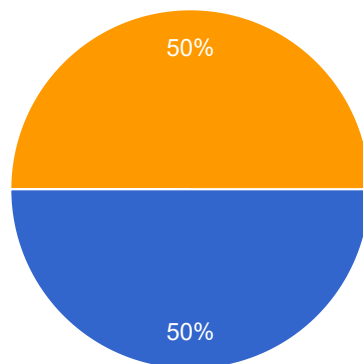
6 responses



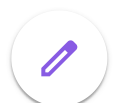
- We do not spray.
- No, we spray when there is a positive.
- When there is not a significant...
- Two weeks of positive results...
- Three weeks of positive result...
- A month or more of positive te...
- Possibly, weather dependent,...
- Weather reaches below 50 de...
- if weather is not conducive to...

Does your city's policy allow "opting out" of spraying procedures?

6 responses

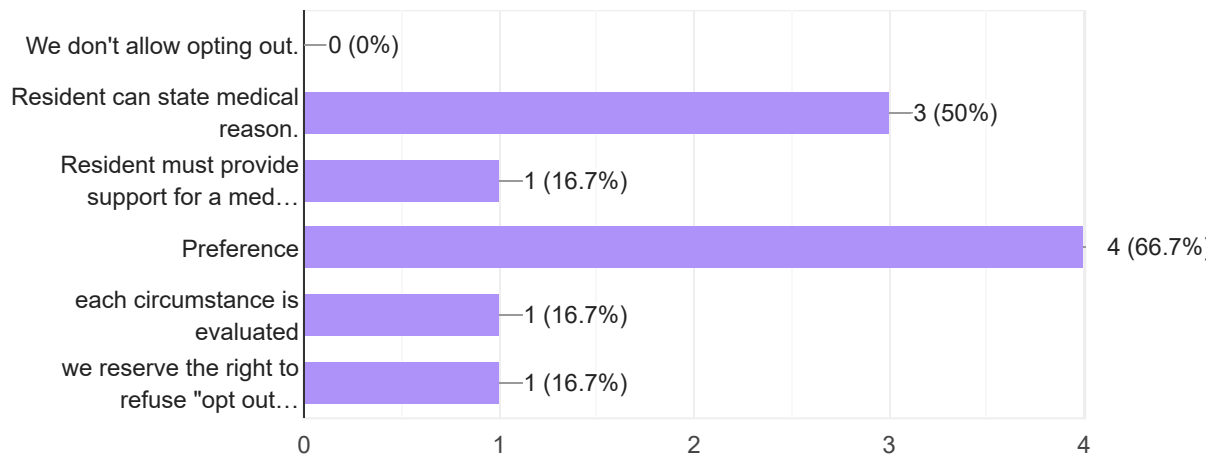


- Yes
- No
- Sometimes



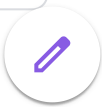
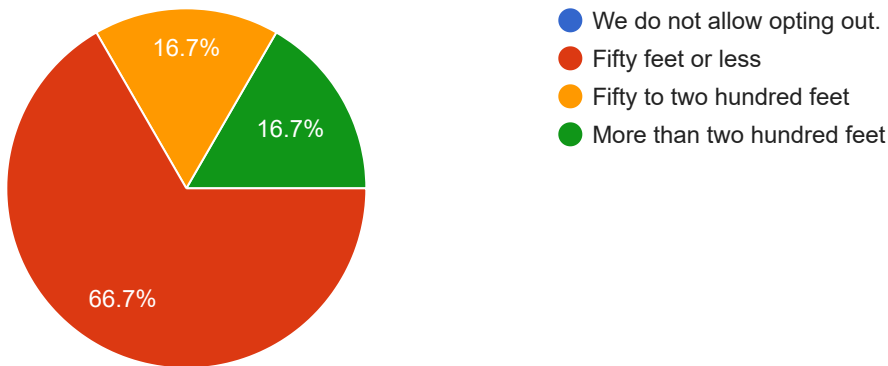
If 'yes' or 'sometimes,' on what grounds can someone "opt-out?" (Choose all that apply)

6 responses



If "opting out" is allowed, which distance buffer is usually used by the sprayer?

6 responses



A scenario: a resident wishes to opt out due to medical reasons, but the resident next door wishes to have spraying occur. How does the policy accommodate?

6 responses

An attempt would be made to minimize any drift to property, advise resident with medical reason to stay indoors until product has broken down the following day. Ultimately it is our job to protect public health from outbreak of virus and incidentally drift may occur, this is within legal reasoning.

Medical reasons are above someone wishes.

only stop spraying route in front of resident request to opt out

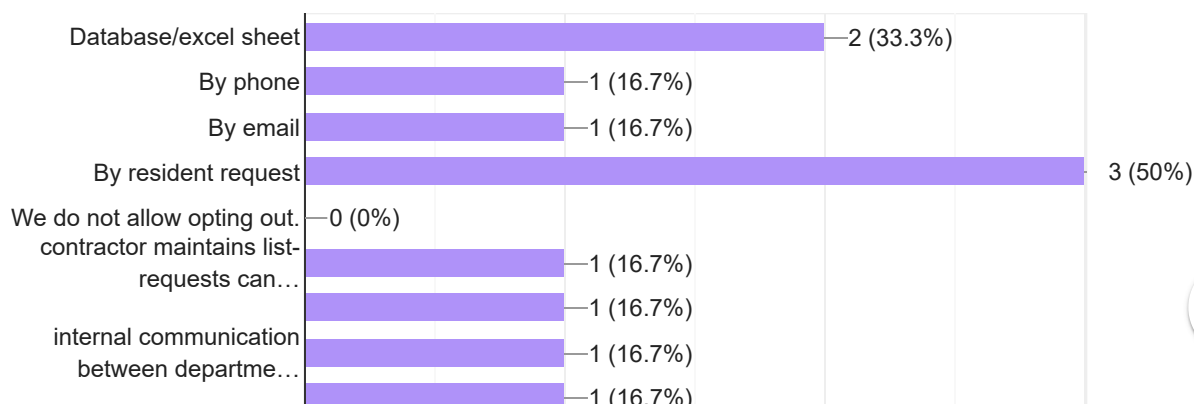
sprayer is shut off at the property line of the opt out person and back on at the property line of the opt in person

Did not have this situation occur. Will determine when this occurs.

The sprayer will shut off until that house has passed. In the case of Aedes mosquito ground spraying we will not spray the house.

How is a list of "opt-out" participants maintained? (Can choose multiple)

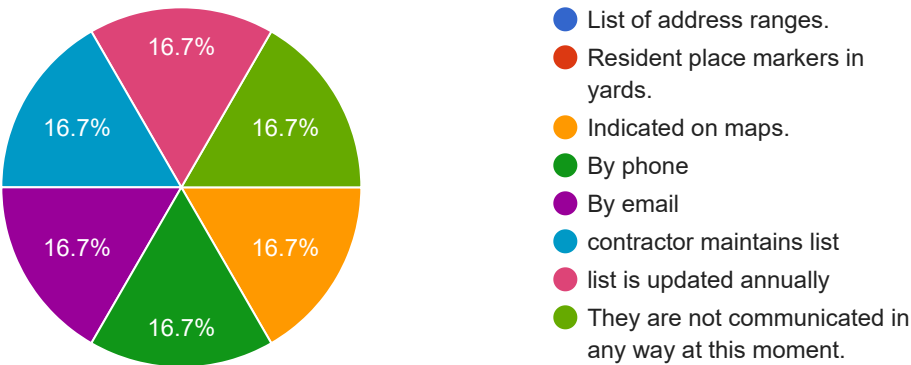
6 responses





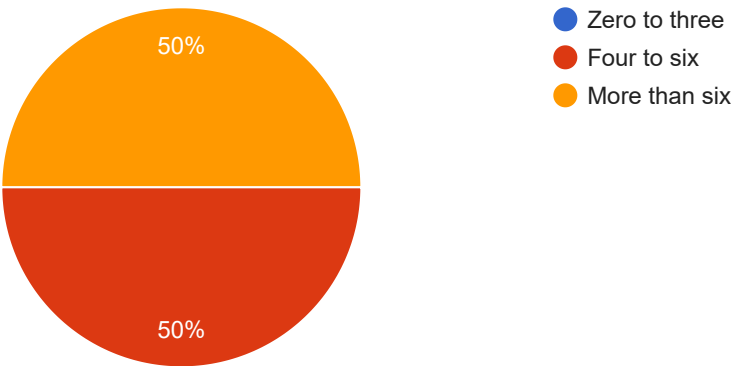
How are opt out addresses communicated to the people conducting spraying?

6 responses



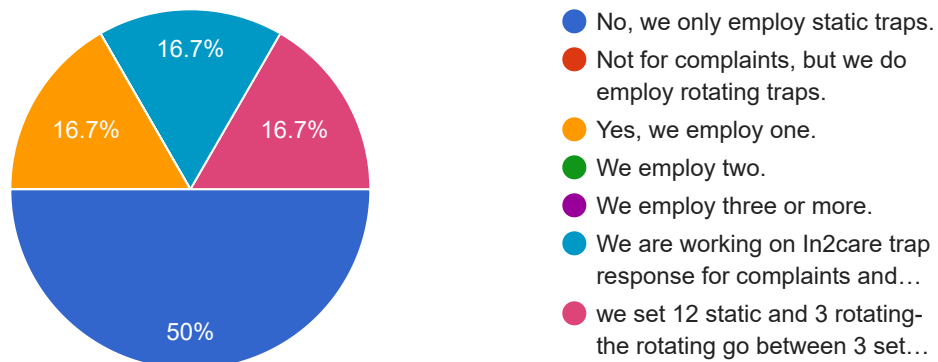
How many static traps does your city employ?

6 responses



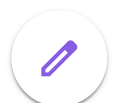
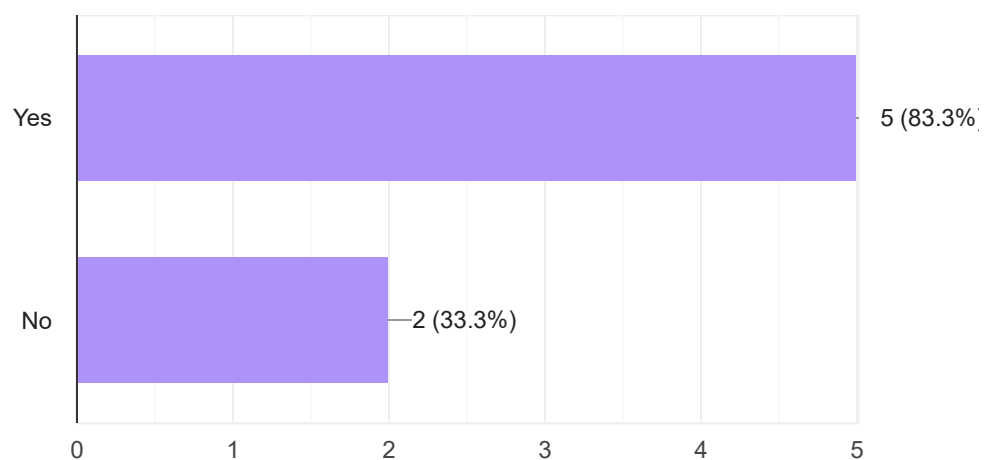
### Does your city employ rotating traps to respond to complaints?

6 responses



### Was your policy adopted/approved by the elected board for your organization?

6 responses



If any additional explanation or response to any of the questions or other relevant information, please share.

3 responses

To the final question: contracts are approved by city council but the standard operating procedures do not have to be voted on.

Unlike many cities we spray 3 consecutive nights after a positive trap.

I would be very interested in collaborating with the City of Mansfield staff to improve our vector activities along shared borders.

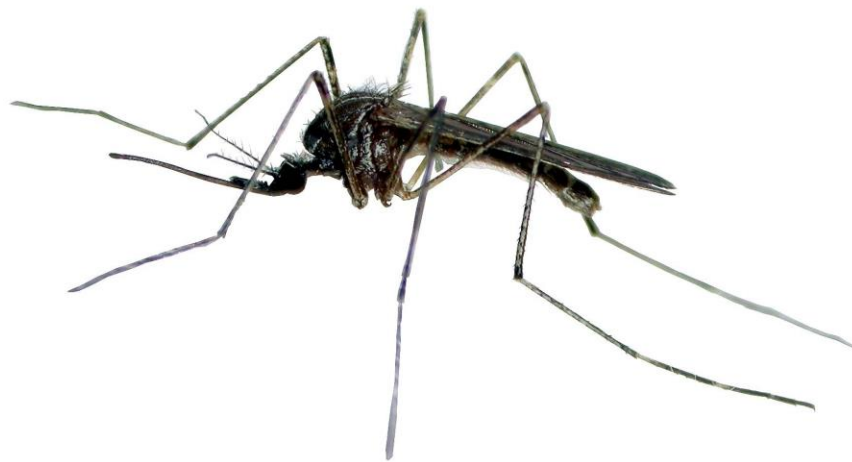
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Google Forms





# Mansfield Mosquito Surveillance & Control Policy



As adopted by City Council  
September 14, 2020

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## 1.0 INTRODUCTION

Arboviral and other arthropod-borne diseases are those in which the disease-causing agent is spread by the bite of an infected arthropod. As there are many arboviral diseases that have the potential to show up in any area, at any time, we will be focusing this document on five viruses of concern in north Texas. The agents of concern currently include West Nile virus (WNV), St. Louis encephalitis virus (SLEV), Chikungunya virus (CHIKV), Dengue virus (DENV) and Zika virus (ZIKV). Due to the nature of these diseases WNV and SLEV can be discussed together as zoonotic diseases, shared between animals and humans, whereas CHIKV, DENV and ZIKV can be discussed together as epidemic diseases, shared among humans. The contents of this document are subject to change dependent on the most current information and future, unforeseen situations. In participation with Tarrant County Public Health, and surrounding communities, the City of Mansfield conducts surveillance for the presence of WNV and SLEV by studying, surveying, sampling and testing local *Culex* populations in the city. The presence of CHIKV, DENV and ZIKV on the other hand will be dominantly determined by the presence of these viruses in the human population; however, the presence and abundance of *Aedes aegypti* and *Aedes albopictus* may be surveyed to help determine high risk areas.

### 1.1 West Nile Virus (WNV) and other *Culex*-borne pathogens

West Nile virus and St. Louis encephalitis virus are endemic mosquito-borne viruses that have the potential to cause febrile disease, myelitis, encephalitis and/or meningitis in humans and other animals. Approximately 80 percent of people who acquire these viruses will not experience symptoms. Of the 20 percent who do, roughly one percent will develop serious symptoms, up to and including death. WNV was first isolated in a febrile patient in the African country of Uganda circa 1937. After first appearing in the U.S. in New York City in the summer of 1999, it spread west eventually reaching north Texas in 2002. (AAM, 2013). Both West Nile virus and St. Louis encephalitis virus are predominantly carried by the genus of mosquito, *Culex*. The primary vector of these diseases in north Texas is known to be *Culex quinquefasciatus* (Ward, 2002). *Culex restuans* and *Culex nigripalpus* have also tested positive for WNV and will be considered secondary vectors. Therefore, much of this program will target surveillance and control of these disease carrying mosquitoes. Other species of *Culex* that may be vectors for these diseases will also be tested when sampled in abundance.

*Culex* surveillance may be conducted year-round. Regular season testing will begin the first full week of April and end in mid-November when cooler temperatures are most likely.

Off-season surveillance will be conducted to monitor the mosquito populations in cooler winter months. Female *Culex* mosquitoes overwinter as adults which are virtually inactive at times of cold temperatures (Strickman, 1988). Minimal surveillance will be conducted when temperatures remain consistently low (below 8°C). Being nocturnal, these mosquitoes are most active between dusk and dawn.

WNV and SLEV have a bird-mosquito-bird transmission cycle that includes humans, horses and other animals as dead-end hosts (incapable of spreading virus to uninfected mosquitoes). This means that a mosquito can only acquire the virus from a bird and cannot acquire the virus from a human or horse (that is infected with WNV or SLEV) because of the low number of viral particles in our bloodstream. After a period of time the infected mosquito can pass these viruses on to other animals. Data pertaining to information about WNV/SLEV in human, horse and bird populations will also be considered as important information in decision-making and recommendations for the City as a whole. As available, Tarrant County Public Health (TCPH) may provide thresholds to the City to further determine mosquito control activities. These may include mosquito infection rates, vector indices, abundance of mosquitoes, weather patterns, and timing/rate of increase of mosquito positivity.

## **1.2 CHIKV, ZIKV, DENV and other *Aedes*-borne pathogens**

Chikungunya virus (CHIKV), Zika virus (ZIKV), and Dengue virus (DENV) are three arboviruses that are a potential threat to people living in North America. All three viruses share the primary vector *Aedes aegypti* and a potential secondary vector *Aedes albopictus*, which are present and abundant in many areas of Tarrant County. These mosquitoes behave differently than *Culex* mosquitoes, so surveillance for these viruses will be different than that of WNV/SLEV.

Chikungunya virus is an alphavirus in the family *Togaviridae*. Disease manifested by this virus, known as Chikungunya fever (CHIK), can result in high fever, headaches, intense joint pain and sometimes a rash. It was first isolated in 1952 on the Makonde plateau in Tanzania, Eastern Africa. The word “Chikungunya” roughly translates to “that which bends up” in the Makonde dialect which describes the actions of those experiencing symptoms of the disease. Since 2004, the distribution of the virus has been spreading from the African islands, to Asia and Europe, and has most recently made a stronghold in the Caribbean and other popular North American island destinations (PAHO, 2011). Chikungunya may be severely debilitating, but is rarely fatal. Symptoms typically last less than two weeks, but may persist for months and in rare cases, even years.

Dengue virus (*Flaviviridae: flavivirus*) continues to spread around tropical and subtropical regions. Disease resulting from DENV can range from febrile to hemorrhagic and it exists in four different serotypes, 1, 2, 3 and 4. The symptoms of Dengue fever can be similar to CHIK, however the onset of fever is more gradual, there is more commonly a rash, and it is more likely to be fatal (PAHO, 2011). Once an infected person overcomes illness from one serotype of DENV, they become susceptible to develop more severe Dengue fever symptoms upon reinfection with another serotype (WHO, 2009). Recently, local transmission has been documented in the Florida Keys (Richards et al. 2012) and happens periodically on the Texas-Mexico border (Rodrigues-Tan and Weir, 1998).

Like Dengue virus, Zika virus is in the family *Flaviviridae*. Symptoms from acquisition of this virus are also similar to CHIKV and DENV. Most cases result in a maculopapular rash (flattened raised red patches) on the torso, joint pain and conjunctivitis. Symptoms are believed to be less severe than that of CHIKV and speculated to be manifested by roughly 20 percent of people who acquire the virus. Guillain-Barre Syndrome and encephalitis-like diseases have been associated with Zika in a very small percentage of the people who have developed Zika-related illness. Deaths associated with Zika virus are rare. The cause of major concern with the spread of Zika is the effects it has on fetuses if women are infected during pregnancy. In April of 2016, CDC scientists announced that Zika can cause microcephaly and other severe fetal brain defects (Rasmussen *et al* 2016). Microcephaly can be defined as a condition where a baby is born with an abnormally small head, likely due to the under-development of the brain. Pregnant women should avoid travel to places where Zika is being transmitted. Most cases of Zika illness in the United States are related to international travel. In 2016, two outbreaks of Zika occurred in the intercontinental U.S. in Miami, Florida and Brownsville, Texas. There were an additional four cases of Zika in Hidalgo and Cameron Counties in 2017. Though most cases of Zika are transmitted through the bite of an infected mosquito, it may also be transmitted sexually.

All three of these viruses are transmitted by mosquitoes in the genus *Aedes*, subgenus *Stegomyia*. These mosquitoes are unlike *Culex* mosquitoes in the fact that they are diurnal (active during the day), overwinter as eggs, and feed predominantly on humans. Surveillance for these mosquitoes will take place during our in-season WNV/SLEV surveillance utilizing BG Sentinel traps. Surveillance for these mosquitoes will only be utilized to find potential problem areas and not for surveillance of these viruses since there is no domestic transmission and humans are the current preferred sentinel.

## **2.0 Mansfield Surveillance Program**

The risk of mosquito-borne diseases depends on the size of mosquito populations and the incidence rate of the disease. Collecting information on adult mosquito populations is thus important for both targeting control measures and gauging the potential for disease outbreak. An adult mosquito surveillance program for Mansfield has been developed and implemented since 2005.

## **2.1 West Nile virus and St. Louis encephalitis virus surveillance in mosquitoes**

The City has prepared a total of 12 trap sites located throughout the city limits so that a one-mile buffer from all trap sites combined covers the majority of existing and future populated areas. However, the North Texas Regional Laboratory (NTRL) only has capacity to allow up to six sites from Mansfield to be tested per week. Therefore, the City's Environmental Services Department will perform, or coordinate, trapping of adult *Culex* mosquitoes at the 12 trap sites rotated so six sites are collected every week. Changes can be made to this trap rotation at any time related to previous trap data, adjacent community information, or other related indicators. Lab dates and times are controlled through the NTRL and are subject to change at any time with little to no notice to the City.

### Seasonal surveillance:

- Brew gravid water with grass clippings, set traps overnight to be collected the following morning (once/week), and deliver mosquitoes in appropriate containers to TCPH.
- TCPH will identify, enumerate, and place up to 50 mosquitoes of the appropriate vector species into each tube.
- TCPH NTRL will store frozen samples until ready for processing, run a real-time reverse-transcriptase polymerase chain reaction (RT-PCR) assay for detection of WNV and SLEV, determine positive/negative results, and report results to TCPH vector control the morning of the day following laboratory submission.
- Notification of any mosquito pools that test positive for WNV or SLEV will generally occur Friday afternoon via telephone and email. All lab results will be received via email. Locations and results of WNV/SLEV trap sites will be added to the Tarrant County website by vector control personnel or designee.
- TCPH will report positive mosquito pool results to the Texas Department of State Health Services (DSHS) once/week on Fridays.

### Off-season surveillance:

- Brew gravid water with grass clippings, set traps overnight to be collected the following morning (once every other week, weather and conditions permitting), and

deliver mosquitoes in appropriate containers to TCPH. An electronic calendar will be used with trapping periods and testing dates.

- Off-season trapping should follow the same procedures as the in-season trapping.

## **2.2 Dengue virus, Zika virus, and Chikungunya virus surveillance in mosquitoes and surveillance for *Aedes* mosquitoes**

Surveillance for CHIKV, ZIKV and DENV in mosquitoes will only happen on a case-by-case basis where one of these viruses would be most likely to occur. This would be strictly for data collection purposes and would not determine a response for mosquito treatment. Due to the nature of the way these viruses cycle in the environment, strictly between humans and mosquitoes, it is highly unlikely that these viruses will be found in mosquito populations before human cases appear. Therefore, the dominant form of surveillance for the virus itself will be through recording confirmed human cases. The City may deploy any of the current three BG Sentinel traps to monitor the populations of *Aedes aegypti* and *Aedes albopictus*, or contract with a private provider to conduct surveillance. Static trap locations should be chosen based on human population density and breeding habitat availability. BG Sentinel traps with the addition of dry ice should also be placed at suspect case addresses during warmer seasons (during the WNV in-season period). Results of BG Sentinel traps will be turned in with gravid trap samples and results will be returned with gravid trap results. It is important to keep these traps in static locations to monitor these mosquito populations over time.

### **2.2.1 Mosquito surveillance and control near imported cases**

Suspected imported cases of CHIK, Zika or Dengue fever will be determined by the Division of Epidemiology at TCPH. Suspect imported cases must have a travel history that includes a country in which CHIKV, ZIKV and/or DENV are endemic, epidemic, or currently circulating. Upon notification of a suspected human case from the Division of Epidemiology, a member of the vector control team will work collaboratively with the appropriate City Environmental Services Department personnel to inspect the property of the patient for sources of *Aedes* breeding and to determine subsequent mosquito control activities. Permission forms should be utilized to enter private residences. Personnel conducting the inspection will record observations on the backyard mosquito checklist. It should be noted here that risk is determined by, but not limited to, a number of factors including: the viremia of the patient while they were present in the county, the number of vector mosquitoes found on or near the property, the use of and type of repellents utilized during the viremic period and/or reports of patient outdoor activity/reports of being bitten by vector mosquitoes. BG Sentinel traps should be deployed with the addition of dry ice for

a 24-hour period during times where *Ae aegypti* and *Ae albopictus* are known to be active (typically from May to November) to monitor risk from adult mosquitoes. BG Sentinel trap samples should be brought to Tarrant County vector control staff the day following trap placement where vector control staff may be able to make risk assessments on a case-by-case basis. Adulticiding the patient residence and all adjoining properties may be recommended where high risk is determined to be present along with larviciding and educating all residences within a 150-meter radius. Handing out repellents including N, N, N diethyl-meta-toluamide (DEET) and properly labeled larvicides within the neighborhood may also be encouraged. All larval source containers should be overturned or treated with the appropriate larvicide. Upon observation of adult mosquitoes, adulticiding should be considered. Adulticiding may include thermal fogging or residual spray to surrounding resting areas (low-lying non-flowering plant life and eaves). Treatment of flowering plants should be avoided to minimize exposure to non-target insects. Ultra-low Volume (ULV) targeted backpack application is not recommended in the daytime due to a lack of an inversion layer causing the chemical to evaporate and be ineffective. The placement of a post-treatment BG Sentinel trap is recommended to monitor effectiveness of treatment. This data should be reported to TCPH for data collection purposes. If the patient is no longer viremic and therefore cannot spread the virus to a local mosquito population, the patient will be educated about the use of repellent and encouraged to treat larval sources found on their property.

Surveillance of locally acquired cases of CHIK/DENV/ZIKV will follow guidelines and be coordinated with TCPH, Texas Department of State Health Services, and/or the Centers for Disease Control.

### **2.2.2 Human surveillance**

Arboviral diseases and exotic diseases are nationally-notifiable conditions and reportable in Texas. Most disease cases, including suspected cases, are reported to the Division of Epidemiology at TCPH. They are responsible for ensuring that reported human disease cases meet the Council of State & Territorial Epidemiologists (CSTE) case definitions and are investigated promptly. Upon confirmation of a human WNV or SLEV case, the Division of Epidemiology will notify a designee in TCPH Vector Control. In compliance with the Health Insurance Portability and Accountability Act (HIPAA), information regarding human cases will not be released on the interactive mapping website. TCPH Vector Control staff will report an intersection near the human case to the City and additional gravid traps may be placed near this area to test additional pools of mosquitoes for WNV/SLEV. This is recommended due to the nature of acquisition not being isolated to the patient's home and also to help protect HIPAA information in reasons to treat.



### 3 Prevention and Control

The functional goal of the mosquito surveillance program is the use data on mosquito populations and mosquito virus infections rates to:

- Assess the threat of human disease.
- Determine the geographical areas of highest risk.
- Assess the need for and timing of intervention events.
- Identify larval habitats that are in need of targeted control.
- Monitor the effectiveness of control measures. •
- Communicate risk to the public.

The primary objective of mosquito control is to decrease the risk of mosquito-borne human diseases. This objective should be accomplished by:

- Continuing to stress source reduction the primary means of control.
- Larviciding where such activities are feasible, practical, and likely to be effective.
- Using personal mosquito protection measures, especially for the elderly and those individuals with compromised immune systems.
- Use of adulticide campaigns as a means of last resort to respond to public health concerns.

The principles of Integrated Pest Management for mosquito control are:

- Knowledge of mosquito biology and the epidemiology of the mosquito-borne diseases.
- Surveillance and monitoring efforts for the detection and status assessment of mosquito populations and/or mosquito-borne diseases.
- A multifaceted prevention and control program comprised of a system of control tactics which are compatible with each other and which are proven effective.
- Continued program evaluations and updates to ensure that the best methods are being used to meet the prevention and control objectives of the program.
- Continued education of the public to create awareness, understanding, and support.

#### 3.1 Larviciding

Larviciding practices are a pivotal part of mosquito control. Larvicide is best implemented when eliminating known mosquito breeding spots. This is the main focus of localized

community mosquito surveys, which are carried out when mosquito pools test positive for WNV or SLEV. The concept behind this involves removing mosquito populations when they are vulnerable to effective control methods and cannot actively serve as a disease vector. Larvicide activities may be performed by staff, a contractor, or property owner. A list of larvicide methods the City of Mansfield may use includes:

- *Bacillus thurengiensis israelensis* or Bti.
- *Saccharopolypora spinosa* or Spinosad
- Insect growth regulators (Methoprene)
- Cocobear Mosquito Larvicidal oil
- Elimination of standing water and breeding habitat
- *Gambusia affinis*

Reducing, eliminating, and treating mosquito breeding sites are some of the most important aspects of a mosquito control program. It controls mosquitoes before they emerge as host-seeking adults (only adult female mosquitoes are vectors for arboviral diseases). Additionally, pin-pointing sources that need to be treated are more efficient, effective, and safer than treating large areas with adulticide. Humans and terrestrial wildlife are less likely to be exposed to treated aquatic habitat of larval mosquitoes than that of terrestrial airborne adults.

Physical elimination and/or larviciding of mosquito breeding sites will be conducted by Environmental Services staff upon observation when possible. If sources are known to exist on private property, Environmental Services staff will notify the property owner of mosquito breeding activity and request elimination and/or treatment of the breeding sources where possible. If the property owner does not eliminate/treat sources, the City may use applicable laws to seek legal remedy (Texas Health and Safety Code Chapters 341 and 343).

*Gambusia affinis*, also known as mosquito fish, are natural endemic predators of aquatic stages of mosquitoes. They have the ability to continuously control mosquito larvae in a single source, are fairly easy to maintain, and are typically environmentally friendly. TCPH personnel will keep a stock tank of *Gambusia* at Tarrant County Public Health. The City may request *Gambusia* at any time during business hours to be able to use for purposes of larval mosquito control within their municipalities. A record of the quantity of fish used to treat a given area, date, and time of treatment will be recorded.

### **3.2 Adulticiding**

Though larval elimination will be the main focus of mosquito control, it is impossible to know and eliminate every source of mosquito breeding. Mosquito-borne illness can only be transmitted in the adult life stage of the mosquito vectors. The City may use contractors to apply adulticide via a ground-based truck mounted with Ultra Low Volume (ULV) sprayers in response to a mosquito sample that tests positive for WNV and/or SLEV, and in areas where a confirmed human case notification has been provided.

Once a confirmed positive trap for West Nile Virus or other mosquito-borne pathogens has been discovered, or a confirmed human case has been reported, the Public Works Director, or a designated representative, shall determine the need to consider targeted adult mosquito controls, such as ground-based Ultra-Low Volume (ULV) applications of pyrethroids, such as permethrins (preferred), or other suitable pesticides and methods based on the conditions present at the time and the Adult Mosquito Intervention Table in Appendix A. The decision to spray should be based on the effectiveness of spraying adulticides and risks to the health of residents. The decision shall not be made based upon complaints from residents. Spraying efforts should be implemented only in the vicinity (approximately 1/2 mile or more) of areas where mosquito traps indicate a dense pathogen-bearing mosquito population or where positive tests are located near dense human populations. If an area continues to test positive for WNV and/or SLEV after it has been treated, the City will consider elevating this response to adulticiding by increasing the concentration of product used, or expanding the area to be treated by up to a nominal one mile buffer to the trap location, or increasing the number of consecutive treatment days. Environmental Services staff will develop buffer maps for spray areas every mosquito season.

When a positive trap result is reported to the City, Environmental Services staff shall consult the *Culex* Adult Mosquito Intervention Table to determine if a spraying event is warranted, where it be conducted, and for how many nights. Public notification shall be posted through the City's social media and other public notice channels and include the area proposed to be sprayed, and a summary of additional steps that residents may take to reduce risks to public health. For treatments to be effective as a means to reduce disease transmission, it is important to implement as quickly as possible. Weather permitting, treatments should commence the evening of a positive result notification.

When human cases of WNV infection have been reported to the City, a trap may be placed near the location to test for presence of WNV in the local mosquito population. A decision to treat the area utilizing adulticide treatment options may be based on the results of the collected mosquitoes, or other relevant information. Typically, the area treated will be within a nominal buffer of 1/2 mile.

In extreme cases of public health emergency, TCPH maintains an aerial spray contract the City may participate with.

The CDC and EPA have determined that ultra-low volume, ULV, based spraying of pesticides, whether applied by ground or aerial methods, is not harmful to the environment or people, and can be an effective means of control for adult mosquito populations capable of transmitting disease to humans.

As mentioned in the CHIKV/SLEV surveillance portion of this document, when large populations of adult *Aedes* are determined to be present on a suspected CHIKV/DENV patient's property, ULV or thermal fogging via backpack mounted/all-terrain vehicle (ATV) mounted sprayer will commence when appropriate.

### **3.3 Complaints**

Reports of potential breeding habitat, increased adult activity, or significant adult population on any property within the City of Mansfield shall be investigated by Environmental Services personnel through a thorough investigation of the suspect property, as well as surrounding properties. If mosquito breeding sources are found, notification, treatment and corrective action of the problem will be communicated to the responsible party. Complaints are filed and tracked to ensure follow-up visits and continuous mosquito control over time. Time permitting, complainants will be contacted with follow-up information.

### **4.0 Public Education Concerning Mosquito Control**

Educating the public is an essential aspect of the City's arboviral control program. This includes giving the public tips on how to control mosquitoes in their homes and backyards, stating the risks and symptoms of these arboviral diseases, and informing people on how to protect themselves from host-seeking female mosquitoes. To help educate the public, Environmental Services personnel attend local events with displays of larvae and adult mosquitoes, pamphlets and fliers that include information about mosquitoes, and WNV/SLEV/CHIKV/DENV protection from mosquitoes, and answer general questions about these subjects. Environmental Services personnel are also available for classes upon request to educate homeowners associations (HOAs), school classes, and community outreach programs throughout the city. Appropriate staff also attend an Arboviral Surveillance Program kick-off meeting before the start of the WNV/SLEV season where TCPH vector control personnel review the past year, review cumulative progress of the program, and assess the program.

Environmental Services personnel attend Texas Mosquito Control Association (TMCA) and American Mosquito Control Association (AMCA) meetings to be educated and to network with other vector control professionals. Environmental Services personnel work with public education and information staff to create pamphlets, fliers, and other educational materials, and/or use those developed by TCPH. The Environmental Services Department handles official press releases, ground spray notifications, social media posts, online articles, and other communication vehicles. Notifications of spraying activity will be posted on the City's social media accounts (geo-fenced to the spray location when possible), the City's website, and other online venues the day when spraying activities are scheduled to begin. This will generally be done the afternoon when results are received from the TCPH NTRL of positive mosquito trap results, or notification from TCPH Epidemiology of confirmed human cases. Other general program information will be available through brochures, the City's website, and other appropriate communication channels.

## 5 WNV/SLEV and Other Culex-borne disease response summary table

This response plan is in line with the Tarrant County Public Health guidelines for a phased response to mosquito surveillance. It should be noted the City of Mansfield retains the right to implement measures as it sees best for the residents based on health risks within the city limits, or other related information.

The plan is divided into six categories based on the risk of human disease transmission. Each risk category is described below, along with specific recommended responses in accordance with the principles of Integrated Pest Management Control measures recommended for each category.

Risk Category	Condition	Action
0 – No Risk	No evidence of mosquito	<ul style="list-style-type: none"> <li>• In/off season surveillance</li> </ul>

	populations or viral presence in past 6 weeks	<ul style="list-style-type: none"> <li>• Continue education program</li> <li>• Review/update communication plan</li> <li>• Standard larvicide, source reduction and education</li> </ul>
1 – Normal Response	Normal seasonal mosquito populations with little or no evidence of viral presence	<ul style="list-style-type: none"> <li>• Response as in Risk Level 0, plus:</li> <li>• Routine surveillance</li> <li>• Property site assessments</li> </ul>
2 – Enhanced Response	Normal seasonal mosquito populations without evidence of viral activity but typical historical viral presence	<ul style="list-style-type: none"> <li>• Response as in Risk Level 1, plus:</li> <li>• Enhanced larvicide, source reduction and education</li> </ul>
3 – Public Health Concern	Elevated mosquito populations or viral presence in adjacent communities and/or probable human case	<ul style="list-style-type: none"> <li>• Response as in Risk Level 2, plus:</li> <li>• Enhanced site assessments near traps with increased activity</li> <li>• Consult Adult Mosquito Intervention Table in Appendix A for adulticide response</li> <li>• Re-emphasize need to remove standing water</li> <li>• Emphasize urgency of personal protection, including use of repellents</li> </ul>
4 – Public Health Advisory	Virus detected in mosquito sample(s) and/or probable human case	<ul style="list-style-type: none"> <li>• Response as in Risk Level 3, plus:</li> <li>• Alert medical professionals, veterinarians, and others</li> <li>• Public health warning considered</li> </ul>
5 – Public Health Alert	Multiple trap locations and/or human cases confirmed by laboratory testing and continued viral mosquito activity	<ul style="list-style-type: none"> <li>• Response as in Risk Level 4, plus:</li> <li>• Public health emergency considered*</li> <li>• Possible aerial adulticide treatment consideration</li> </ul>

**\*If conditions exist to warrant a local public health emergency, the City Council will be notified of the potential and a request be made for the Mayor to declare a public health emergency. If public health emergencies are declared at the county or state level, the recommended responses associated with the declaration may be considered as part of the control plan of the City of Mansfield.**

## **6 CHIKV, DENV, ZIKV and other *Aedes*-borne disease response summary table**

<b>Risk Category</b>	<b>Condition</b>	<b>Action</b>
Preparation	Vector possible in area	<ul style="list-style-type: none"> <li>• Plan surveillance of <i>Aedes</i> by preparing the BG Sentinel traps and securing source of dry ice to fuel the traps</li> </ul>
Category 1	Mosquito season	<ul style="list-style-type: none"> <li>• Consider expanding adulticide activity</li> <li>• Intensify public education to prevent biting</li> </ul>
Category 2	Local transmission	<ul style="list-style-type: none"> <li>• Expand adulticiding efforts to affected locality</li> <li>• Monitor <i>Aedes</i> with BG Sentinel traps</li> </ul>
Category 3	Widespread local transmission	<ul style="list-style-type: none"> <li>• Continue with Category 2 procedures</li> <li>• Work with regional and statewide entities to reduce human risk</li> </ul>
Category 4	Local transmission in larger area (multiple counties)	<ul style="list-style-type: none"> <li>• Expand response activity and capability regionally and statewide</li> </ul>

## 7 References

- Center for Disease Control (CDC). 2001. Epidemic / Epizootic West Nile Virus in the United States: Revised Guidelines for Surveillance, Prevention, and Control. Proceedings from a Workshop Held in Charlotte, North Carolina. January 31-February 4, 2001.
- Mian, L.S. and M.S. Mulla. 1982. Biological and environmental dynamics of insect growth regulators (IGRs) as used against Diptera of public health importance. *Residue Rev.* 84, 27-112.
- Moreau, C.M. 1988. Data sheets on the impact of pesticides on non-target organisms. No. 1 temephos. WHO/VBC/88.955, World Health Organization, Geneva.
- Reed, S.C., Cites, R.W. and E.J. Middlebrooks. 1995. Natural systems for waste management and treatment. McGraw-Hill, New York, USA.
- Rishikesh, N., Burgess, H.D., and Valdekar, M. 1983. Operational use of *Bacillus thuringiensis* serotype H-14 and environmental safety. WHO/VBC/83.871, World Health Organization, Geneva.
- Tabashnik, B.E. 1990. Modeling and evaluation of resistance management tactics. In Roush, R.T., Tabashnik, B.E. (Eds.), Pesticide Resistance in Arthropods. Chapman and Hall, New York, USA.
- Tennessen, K.J. 1993. Production and suppression of mosquitoes in constructed wetlands. In: Moshiri, G.A. (Ed.) Constructed Wetlands for Water Quality Improvement. Lewis Publishers, Michigan, USA.
- Walton, W.E., Mulla, M.S., Wargo, M.J., and S.L. Durso. 1990. Efficacy of a microbial insecticide and larvivorous fish against *Culex tarsalis* in duck club ponds in southern California. *Proceedings of the California Mosquito Vector Control Association* 58:148-156.
- Walton, W.E. and M.S. Mulla, 1991. Integrated control of *Culex tarsalis* larvae using *Bacillus sphaericus* and *Gambusia affinis*: effects on mosquitoes and non-target organisms in field mesocosms. *Bulletin of the Society for Vector Ecology* 16:203-22
- Strickman, D. 1988. Rate of oviposition by *Culex quinquefasciatus* in San Antonio, Texas, during three years. *J. Am. Mosq. Con. Ass.* 1988. 3(3), pp. 339-344



## **8 Contact and Resources**

### **City of Mansfield Stormwater Management Program**

Howard Redfearn 817-276-4240

Cameron Cowden 817-728-3340

<https://www.mansfieldtexas.gov/248/Mosquito-Control>

### **Tarrant County Health Department**

Environmental Health 817-321-4960

<https://www.tarrantcounty.com/en/public-health/disease-control---prevention/west-nile-virus.html>

### **Texas Department of State Health Services**

<https://dshs.texas.gov/idcu/disease/arboviral/westnile/>

### **Centers for Disease Control and Prevention (CDC)**

<https://www.cdc.gov/westnile/index.html>

## 9 Appendix A – Adult *Culex* Mosquito Intervention Table

Truck-based *Culex* mosquito adulticide action matrix for control of WNV\*

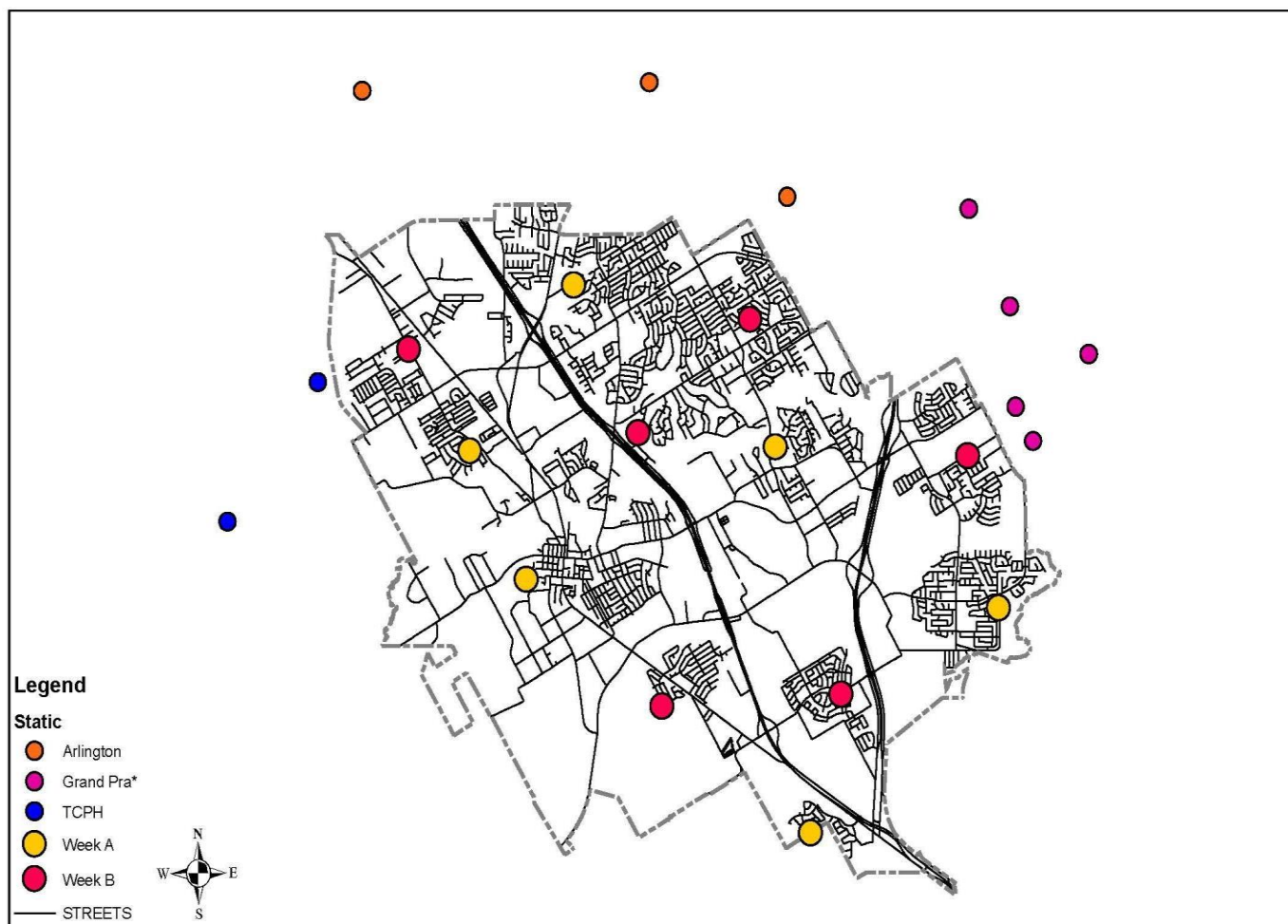
	Isolated Trap Conditions					Adjacent Positive Trap Conditions			
	First Positive	Previously Positive	Second Consecutive	Third Consecutive		First Positive	Previously Positive	Second Consecutive	Third Consecutive
<b>Early Season</b>	No spraying	Spraying, 2 nights/0.5 mile	Spraying, 3 nights/0.5 mile	Spraying, 3 nights/1.0 mile		Spraying, 2 nights/0.5 mile	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/1.0 mile	Spraying, 3 nights/1.0 mile
<b>Peak Season</b>	Spraying, 2 nights/0.5 mile	Spraying, 2 nights/0.5 mile	Spraying, 3 nights/0.5 mile	Spraying, 3 nights/1.0 mile		Spraying, 2 nights/0.5 mile	Spraying, 2 nights/1.0 mile	Spraying, 3 nights/1.0 mile	Spraying, 3 nights/1.0 mile

**\*Changes to these adulticide decisions are contingent upon recommendation from Tarrant County Public Health due to changes in disease risk.**

Variables listed and defined:

- Early: Late February through Late May.
- Peak Season: June through Early November.
- First Positive, Isolated Trap: When a trap tests positive for WNV for the first time in the season, and the trap is not located near other positive trap sites.
- Previously Positive: When a trap tests positive for WNV after testing negative, but was positive within three previous weeks.
- First Positive With Adjacent Positive: When traps adjacent to one another test positive for WNV for the first time in the season. This refers to traps within the City and directly outside.
- Previously or Consecutive Adjacent Positive Traps: Either trap consecutively or previously testing positive for WNV will result in the response for adjacent conditions. This refers to traps within the City and directly outside.
- Spraying: Truck-based, ultra-low volume treatment from streets with adulticide of the areas indicated in published maps. Adulticide treatments shall not take place without an indication of disease risk present.
- No spraying: The choice not to spray. Other actions such as habitat removal, larvicide, and public education will be conducted.

## 10 Appendix B – 2020 Mansfield Mosquito Surveillance Trap Map



Trap locations and map subject to change as needed.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3729

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Second Reading of an Ordinance Considering Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning on October 1, 2020, and Ending on September 30, 2021, and Making Appropriations for Each Fund and Department

**Requested Action**

Adopt the FY2021 Budget Ordinance.

**Recommendation**

Approve the attached ordinance that directs the expenditure of funds for general services, park development, economic development and capital development with the City of Mansfield, Texas.

**Description/History**

Staff presents the FY2021 Budget for the City of Mansfield, Texas.

**Justification**

To provide services for the citizens of Mansfield, Texas.

**Funding Source**

Citizens of Mansfield, Texas

**Prepared By**

Peter K. Phillis, CPA, Deputy City Manager  
817-276-4261

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

**AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Mansfield, of Tarrant, Ellis and Johnson Counties, has submitted to the City Council a proposed budget of the revenues of said City and the expenditures of conducting the affairs thereof and providing a complete financial plan for 2020-2021, and which said proposed budget has been compiled from detailed information obtained from the divisions, departments, and offices of the City; and,

**WHEREAS**, the City Council has conducted the necessary public hearings as required by all state and local statutes and complied with the Texas Open Meetings Act.

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

**SECTION 1.** That the proposed budget of the revenues of the City of Mansfield and the expenditures of conducting the affairs thereof, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021, as submitted to the City Council by the City Manager of said City, be, and the same is in all things adopted and approved as the budget of all current expenditures as well as fixed charges against said City for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

**SECTION 2.** That the sum of \$71,031,853 is hereby appropriated out of the General Fund for the payment of operating expenses and capital outlay of the City Government as established in the budget document.

**SECTION 3.** That the sum of \$16,482,315 is hereby appropriated out of the General Obligation Debt Service Fund paying principal and interest due on general obligation debt as it matures and creating a sinking fund thereof.

**SECTION 4.** That the sum of \$6,117,976 is hereby appropriated out of the Street Construction Fund for the purpose of constructing permanent street improvements and other related costs thereto.

**SECTION 5.** That the sum of \$7,208,875 is hereby appropriated out of the Building Construction Fund for the purpose of constructing building improvements and other related costs thereto.

**SECTION 6.** That a sum to be \$2,750,492 is hereby appropriated out of the Equipment Replacement Fund for the purpose of purchasing new equipment and replacement equipment.

**SECTION 7.** That the sum of \$29,788,326 is hereby appropriated out of the Water and Sewer revenues for the purpose of paying operating expenses, transfers, and capital outlay for the Water and Sewer system thereof.

**SECTION 8.** That the sum of \$4,735,871 is hereby appropriated out of the Water and Sewer Revenue Debt Fund for the purpose of paying interest and principal requirements on water and sewer revenue bonds.

**SECTION 9.** That the sum of \$16,928,588 is hereby appropriated out of the Utility Construction Fund for the purpose of making permanent improvements to the utility system and other related costs.

**SECTION 10.** That the sum of \$2,163,288 is hereby appropriated out of the Drainage Utility Fund for the purpose paying operating expenses and improving the City's drainage system.

**SECTION 11.** That the sum of \$519,750 is hereby appropriated out of the Drainage Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

**SECTION 12.** That the sum of \$955,000 is hereby appropriated out of the Drainage Construction Fund for the purpose of constructing drainage improvements for the City's drainage system.

**SECTION 13.** That the sum of \$6,218,142 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of constructing and operating recreational and cultural facilities with related costs thereto, and amending, approving, and adjusting various park fees as approved by the Mansfield Parks Facilities Development Corporation.

**SECTION 14.** That the sum of \$3,153,358 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of paying interest and principal requirements on its revenue bonds.

**SECTION 15.** That the sum of \$4,977,229 is hereby appropriated out of the Parks Facilities Construction Fund for the purpose of paying for developing and constructing recreational facilities and related costs thereto.

**SECTION 16.** That the sum of \$1,124,425 is hereby appropriated out of the Economic Development Fund for the purpose of Economic Development and other related costs thereto.

**SECTION 17.** That the sum of \$2,663,484 is hereby appropriated out of the MEDC Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

**SECTION 18.** That the sum of \$2,974,306 is hereby appropriated out of the MEDC Development Fund for the purpose of paying for approved economic development projects.

**SECTION 19.** That the sum of \$3,000,000 is hereby appropriated out of the MEDC Construction Fund for the purpose of paying for infrastructure improvements and related costs thereto.

**SECTION 20.** That the sum of \$593,563 is hereby appropriated out of the Hotel/Motel Funds for the purpose of promoting the arts, history and tourism.

**SECTION 21.** That the State of Texas did authorize a vote of the people on an amendment to the Texas Constitution permitting an exemption of the assessed valuation of resident homesteads of persons sixty-five years of age or older, and such amendment was voted on by the electorate of the State of Texas and was duly adopted by the residents of the State of Texas. That resident homesteads of persons Sixty-Five (65) years of age or older shall be entitled to receive a Fifty Thousand and 00/100 Dollars (\$50,000) exemption of the assessed valuation of said resident homestead. The City of Mansfield did authorize a 10% Homestead Exemption for all residential homesteads. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Mansfield and it is accordingly so ordained.

**SECTION 22.** At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Transfers between departments or funds require council approval.

**SECTION 23.** That Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 24.** That this Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

**SECTION 25.** That the City Manager shall file or cause to be filed a true and correct copy of said approved budget, along with this Ordinance, with the City Secretary, of the City of Mansfield, Texas.

***PASSED AND ADOPTED*** on the first reading this 11th day of September 2020.

***PASSED AND ADOPTED*** on the second reading this 14th day of September 2020.

***PASSED AND ADOPTED*** on the third and final reading this 15th day of September 2020.

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**David Cook, Mayor**

ATTEST:

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**Susana Marin**, City Secretary

APPROVED AS TO FORM AND LEGALITY:

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**E. Allen Taylor**, City Attorney





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3732

Agenda Date: 9/14/2020

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

### Title

Ordinance - Second Reading of an Ordinance Levying the Ad Valorem Taxes for Fiscal Year 2021 at a Rate of \$0.69000 per One Hundred Dollars (\$100) Assessed Valuation on all Taxable Property

### Requested Action

Attached is the 2020-2021 Ordinance setting the tax rate at \$0.69000. The City of Mansfield has conducted a public hearing and published a proposed tax rate of \$0.69000.

### Recommendation

Adopt the Ordinance setting the tax rate at \$0.69 for fiscal year 2021.

### Description/History

Historically, the tax rate has been adopted to provide general city services as follows:

FY2020	\$0.69
FY2019	\$0.71
FY2018	\$0.71
FY2017	\$0.71
FY2016	\$0.71
FY2015	\$0.71
FY2014	\$0.71
FY2013	\$0.71
FY2012	\$0.71
FY2011	\$0.71
FY2010	\$0.71

### Justification

Provide for the annual service program for the City of Mansfield, Texas.

### Funding Source

Citizens of Mansfield

### Prepared By

Peter K. Phillis, CPA, Deputy City Manager  
817-276-4261

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2021 AT A RATE OF \$0.69000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2020, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Mansfield hereby finds that the tax rate for the fiscal year beginning October 1, 2020, and ending September 30, 2021, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the City Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021; and

**WHEREAS**, all statutory, constitutional, and charter requirements concerning the levying and assessing of ad valorem taxes have been complied with

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

**SECTION 1.** That there be and is hereby levied for the fiscal year 2021 on all taxable property, real, personal, and mixed, situated within the limits of the City of Mansfield, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.69000 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City, a tax of \$0.461256 on each One Hundred Dollars (\$100.00) assessed value on all taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of \$0.228744 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonds.

**SECTION 2.** That all ad valorem taxes shall become due and payable on October 1, 2020, and all ad valorem tax for the year shall become delinquent after January 31, 2021. There shall be no discount for payment of taxes prior to January 31, 2021. A delinquent tax shall incur all penalty and interest authorized by law (33.01 Texas Tax Code), to wit: a penalty of six percent of the amount of the tax for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2021, incur an additional penalty of twenty percent of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the City's Tax Collection Attorney pursuant to Section 33.07 of the Texas Tax Code.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2020 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

**SECTION 3.** Taxes are payable at 100 E. Weatherford, Room 102C, Fort Worth, Texas 76196-0301 at the office of the Tarrant County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

**SECTION 4.** That the tax rolls, as presented to the City Council, together with any supplement thereto, be, and the same are hereby approved.

**SECTION 5.** The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2020, this ordinance shall take effect from and after its passage as the law in such cases provides.

***PASSED AND ADOPTED*** on the first reading this 11<sup>th</sup> day of September, 2020.

***PASSED AND ADOPTED*** on the second reading this 14th day of September, 2020.

***PASSED AND ADOPTED*** on the third and final reading this 15th day of September, 2020.

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**David Cook, Mayor**

**ATTEST:**

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**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY**

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**E. Allen Taylor, Jr., City Attorney**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3751

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

### Title

Discussion and Possible Action Regarding Options Related to Tattoo Parlor Zoning, Specific Use Permits, and Commercial Leases (Addendum to Agenda)

### Requested Action

Council discussion.

### Recommendation

Defer to Council.

### Description/History

Comments to be made by Matt Jones.

### Justification

N/A

### Funding Source

N/A

### Prepared By

Susana Marin, TRMC, City Secretary



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3704

**Agenda Date:** 9/14/2020

**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 C-1, Neighborhood Business District to SF-7.5/18, Single-Family Residential District on Approximately 1.46 Acres Located at 1557 Speers Drive; Cristina Salinas, owner/developer (ZC#20-010)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission held a public hearing on August 3, 2020 and voted by 6-0 to recommend approval.

**Description/History**

*Proposed Use:* Single-family Residential

*Existing Land Use:* Single-family Residential

*Surrounding Land Use & Zoning:*

North - Residential and vacant on the other side of Retta Road, SF-7.5/12

South - Vacant and Residential, C-1

East - Residential and vacant on the other side of Retta Road, SF-7.5/12

West - Residential, SF-7.5/12

*Land Use Plan Specification:*

The property is located in Sub-Area 2. The Land Use Plan recommends the following:

- Use the Residential Guidelines as a guide to any new residential development, where appropriate.
- Allow smaller, narrower lots to match the existing lots on the north side of W. Broad St.

*Thoroughfare Plan Specification:*

Retta Road is a proposed 6 lane divided principal arterial.

*Comments and Considerations:*

The subject property consists of 1.46 acres on the west side of Retta Road and the south side of Speers Drive. There is an existing single-family residence on the property that may be retained on one of the lots.

The applicant is requesting Single-family 7.5/18 zoning. For this District, the minimum lot width is 65 feet, minimum lot depth is 110 feet and minimum lot area is 7,500 square feet. The minimum home size in this district is 1,800 square feet. Any subdivision would be required to meet the minimum standards of the SF-7.5/18 zoning district.

Any homes built on the subject property must meet the current standards in Section 4600 of the Zoning Ordinance. This will include a minimum roof pitch of 8:12 on the prominent roof slope, no blank walls, 30 year laminated architectural shingles with a three dimensional appearance, and a well-defined front entry.

*Staff Recommendation:*

Staff recommends approval of the proposed zoning change.

**Prepared By**

Shirley Emerson, Planner I  
817-276-4259

**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 SF-7.5/18 SINGLE-FAMILY RESIDENTIAL DISTRICT, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of 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 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.

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**David L. Cook, Mayor**

ATTEST:

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**Susana Marin, City Secretary**

APPROVED AS TO FORM AND LEGALITY

---

**Allen Taylor, City Attorney**



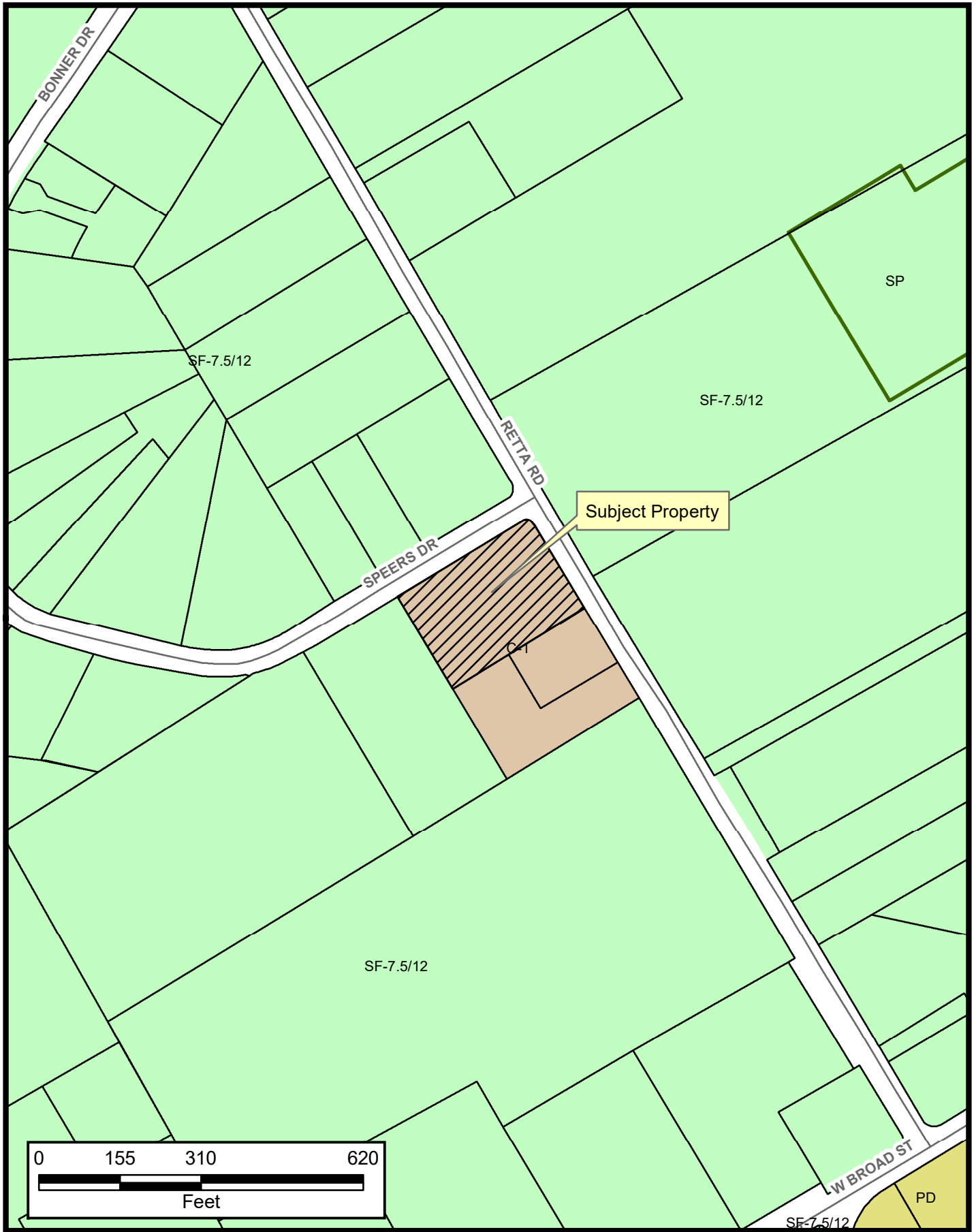


**ZC#20-010**

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

7/17/2020





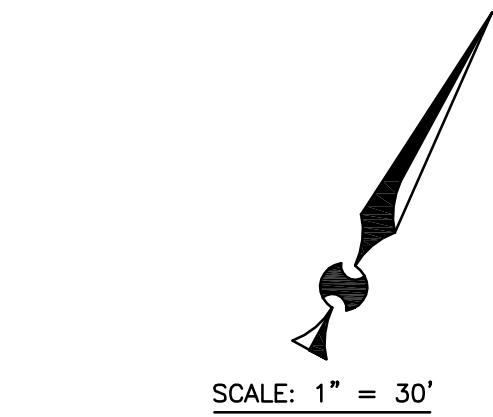
**ZC#20-010**

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

7/17/2020

## Property Owner Notification for ZC#20-010

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
BRIDGEMAN, JAMES SURVEY	A 186	ALEMAN, SANTIAGO	1640 SPEERS DR	MANSFIELD, TX	76063-4317
BRIDGEMAN, JAMES SURVEY	A 186	GARCIA, WILFREDO	1536 SPEERS DR	MANSFIELD, TX	76063-4316
BRIDGEMAN, JAMES SURVEY	A 186	GUSANOC INVESTMENTS LLC	7104 MONTERRY ST	FORT WORTH, TX	76112
BRIDGEMAN, JAMES SURVEY	A 186	CLATER, ROYCE A	5217 COMANCHE DR	GODLEY, TX	76044
BRIDGEMAN, JAMES SURVEY	A 186	NORWOOD, EDWIN	2800 CATTLE DR	CROWLEY, TX	76036-9742
FRANKLIN ESTATES ADDITION	BLK 1	GREEN TREE SERVICING LLC	1100 LANDMARK TOWERS	SAINT PAUL, MN	55102
HANKS, THOMAS J SURVEY	A 644	WASHINGTON, LELO	436 DRUMMOND ST	PORT ARTHUR, TX	77640
HANKS, THOMAS J SURVEY	A 644	WASHINGTON, LELO	436 DRUMMOND ST	PORT ARTHUR, TX	77640
HANKS, THOMAS J SURVEY	A 644	WASHINGTON, LELO	436 DRUMMOND ST	PORT ARTHUR, TX	77640
JANSCHA ADDITION	BLK 1	JANSCHA, ROBERT	1500 SPEERS DR	MANSFIELD, TX	76063



Tax tract numbers shown on this survey plat are based on the mapping system of Tarrant Appraisal District and are used only to aid in identifying land parcels.

*Wendy Pak*

**SURVEY ONLY VALID WITH ORIGINAL SIGNATURE**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3692

**Agenda Date:** 9/14/2020

**Version:** 2

**Status:** Second Reading

**In Control:** City Council

**File Type:** Ordinance

### Title

Ordinance - Public Hearing and Second Reading of an Ordinance Extending the School Zone on East Debbie Lane that Serves Asa Low Intermediate School and Brooks Wester Middle School.

### Requested Action

Adoption of the Ordinance

### Recommendation

Approval of the extended school zone on East Debbie Lane

### Description/History

The Mansfield Independent School District (MISD) will be installing a driveway on East Debbie Lane that will provide for an alternate connection to Asa Low Intermediate School. This new access point will be located at the median opening on Debbie Lane that is east of Walnut Creek Drive. The current limits of the school zone on East Debbie Lane do not extend to the median opening. To provide additional safety during school hours for the pedestrians and vehicles using the Asa Low driveway the school zone on East Debbie Lane is proposed to be extended by an additional 325 feet to the east. This extension will place the start of the school zone for westbound traffic approximately 125 feet before the driveway and the end of the school zone for eastbound traffic approximately 125 feet after the driveway.

The City Council approved the 1st Reading of the Ordinance by a vote of 7 - 0 at the August 24, 2020 Council meeting.

### Justification

The extension of the East Debbie Lane school zone to encompass the new driveway for Asa Low Intermediate School will slow traffic to 20 MPH prior to and after the driveway. The slower speeds in the vicinity of the driveway will enhance the safety of the school driveway operation.

The proposed changes are supported by the MISD and the Mansfield Police Department. The Public Works Director will be in attendance at the meeting to answer Council's questions.

### Funding Source

N/A

### Prepared By

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

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

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

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

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

**SECTION 1.**

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

**SECTION 2.**

**THAT**, Chapter 73 of the Code of Ordinances, City of Mansfield shall be amended in Exhibit "A" School Zones as follows:

Replace

- East Debbie Lane from a point 350 feet east of Walnut Creek Drive to a point 310 feet west of Walnut Creek Drive

With

- East Debbie Lane from a point 675 feet east of Walnut Creek Drive to a point 310 feet west of Walnut Creek Drive

### **SECTION 3.**

This ordinance shall and does amend and/or repeal every prior Ordinance or rule or regulation or policy in conflict herewith, but as to all other Ordinances or rules or regulations or policies or sections of Ordinances or rules or regulations or policies not in conflict herewith, this Ordinance shall be and is hereby made cumulative.

### **SECTION 4.**

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

### **SECTION 5.**

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

### **SECTION 6.**

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

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

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

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

ATTEST:

APPROVED:

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**Susana Marin**, City Secretary

---

**David Cook**, Mayor



# DEBBIE LANE SCHOOL ZONE MODIFICATION







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3696

Agenda Date: 9/14/2020

Version: 2

Status: Third and Final Reading

In Control: City Council

File Type: Ordinance

### Title

Ordinance - Public Hearing Continuation and Second Reading to Consider a Historic Landmark Overlay District Classification for the 1924 High School and the 1940 Rock Gym at 605 E. Broad Street; Art Wright, City Historic Preservation Officer, on behalf of the Mansfield Independent School District, owner (ZC#20-011)

### Requested Action

To consider the proposed Historic Landmark Overlay District classification.

### Recommendation

The Historic Landmark Commission held a public hearing on August 13, 2020, and voted 4 to 0 to recommend approval.

The Planning and Zoning Commission held a public hearing on August 17, 2020 and voted 6 to 0 to recommend approval.

Staff recommends approval.

### Description/History

Existing Use: MISD Administration Complex

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

Surrounding Land Use & Zoning:

North - Office/Retail, C-2

South - Single-family residential, SF-7.5/12 and commercial, C-2

East - Office/Retail and church, C-2

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

### Comments and Considerations

The Mansfield Independent School District (MISD) owns two public buildings that are important to the City's history at 605 E. Broad Street: the old Mansfield High School (1924) and the Old Rock Gym (1940). These educational facilities are now part of MISD's administration complex.

MISD consented to designate the 1924 High School and the Old Rock Gym as Mansfield historic landmarks. Normally, the Historic Landmark Overlay District would apply to the entire property. In this case, only the two buildings will be included in the Overlay District to avoid disrupting any future plans for the development of the administration complex.

These buildings are listed in the *Historic Resources Survey Update, 1998*, as Selected Medium priorities. Selected Medium priority resources have less architectural and physical integrity and possibly less historic significance than properties in the High classification, but they are unusual property types or architectural styles, use unusual construction methods, or for some other reason indicate a potentially significant history in relation to development patterns.

#### Designation Considerations

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

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

The Rock Gym utilized rare stone construction for historic Mansfield buildings. The sandstone gymnasium was built by the Works Progress Administration (WPA) in 1937-40 and used rock quarried in the nearby Bisbee community (now part of Mansfield).

The 1924 Mansfield High School is a two-story brick block with symmetrical massing and fenestration and a modest, classically inspired entry. The brick, Romanesque Revival influenced school was designed by W.G. Clarkson & Company of Fort Worth and built by James T. Taylor.

Together, the 1924 High School and 1940 Rock Gym represent examples of early to mid-20th century architecture that are unusual among the City's other historic buildings.

2. *Exemplification of the cultural, economic, social, ethnic, or historical heritage of the City, State, or United States.*

The 1940 Rock Gym reflects high quality craftsmanship associated with the Federal Depression-era WPA relief program.

3. *A building, structure, or place that because of its location has become of historic or cultural value to a neighborhood or community.*

The 1924 High School and 1940 Rock Gym were erected on land that has been the site of successive Mansfield schools, beginning with the Mansfield Male and Female College, c. 1870 - 1877. The Mansfield Academy was located on the site c. 1901 - 1909, and that building became MISD's first school when the newly created District purchased the building. The 1924 High School was the District's first major construction project.

The buildings are described in the *Tarrant County Historic Resources Survey, 1983*, as follows:

Old Mansfield High School, 1924

Schools have stood on this site continuously since 1867, when the Mansfield Male and Female College, one of the first co-educational institutions in Texas, was founded by Dr. John C. Collier. In 1873, the land was deeded by Julian Feild to Dr. Collier "...for school purposes [forever]...." The Mansfield Academy, which opened in 1901, was housed in a substantial two-story red-brick structure on this site. With the creation of the Mansfield Independent School District in 1909, the Academy building was purchased to house Mansfield's public school. In 1924, bonds were sold for construction of Mansfield High School. Designed by W.G. Clarkson & Co. of Fort Worth, and built by James T. Taylor, it housed Mansfield's high school until 1963.

Old Mansfield High School Gymnasium "Old Rock Gym", 1940

Built as the gym for the old Mansfield High School, this 1940 structure is the only known building constructed by the W.P.A. in the Mansfield area. The attractive ochre sandstone came from Bisbee. The workmanship - by Luke Lynn, Bethel "Slim" Murray, Owen Metcalf and Ed Nelson - is excellent.

**Prepared By**

Art Wright, Planner II/HPO  
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 1924 HIGH SCHOOL AND 1940 ROCK GYM BUILDINGS LOCATED AT 605 E. 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 buildings a Historic Landmark Overlay District Classification, said buildings 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.

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**David L. Cook, Mayor**

ATTEST:

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**Susana Marin, City Secretary**

APPROVED AS TO FORM AND LEGALITY

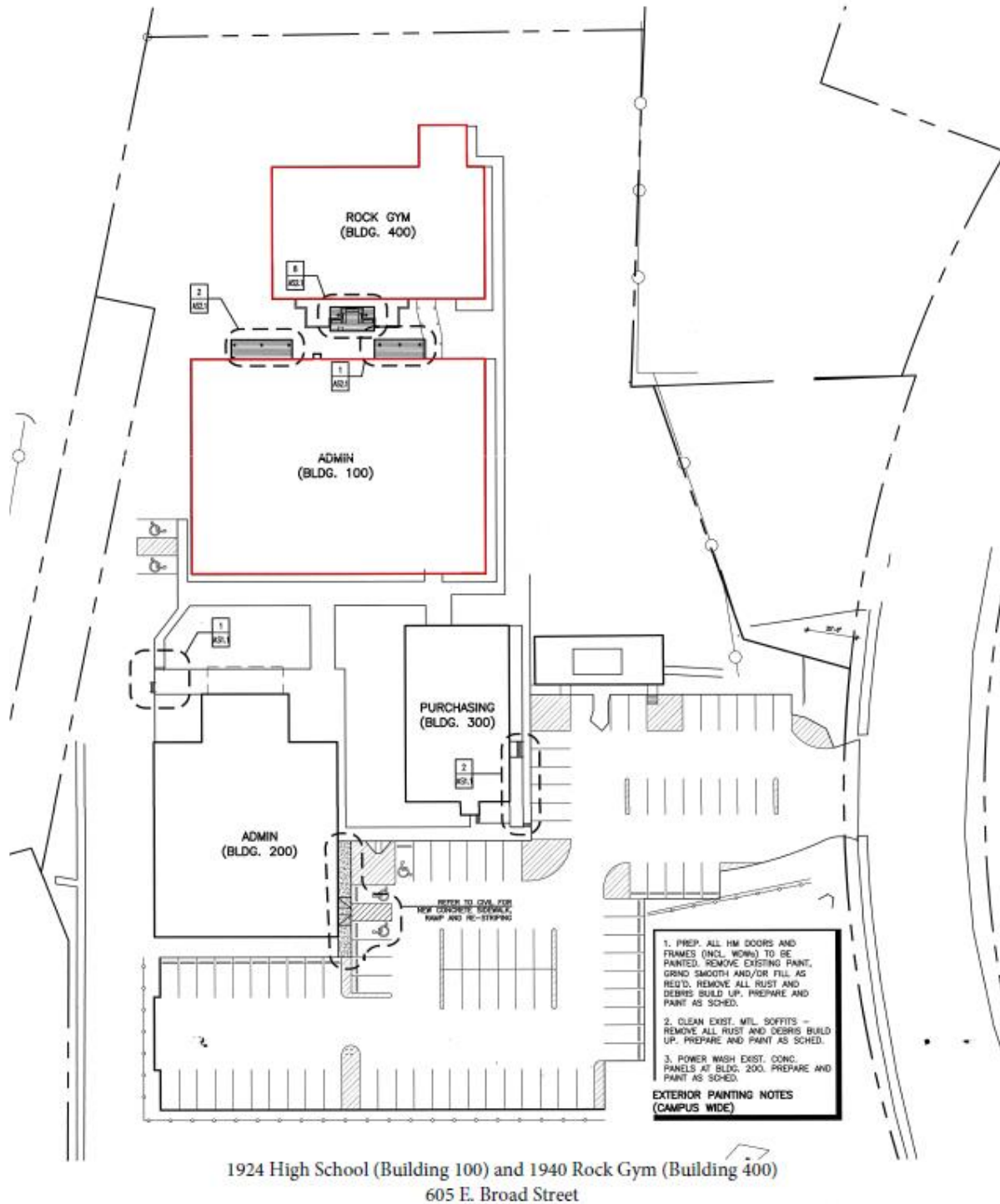
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**Allen Taylor, City Attorney**

## EXHIBIT "A"

Being a portion of Block 17, Original Town of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 53, County Records, Tarrant County, Texas, consisting of the 1924 High School and 1940 Rock Gym shown in the following site plan:

EXHIBIT "A"





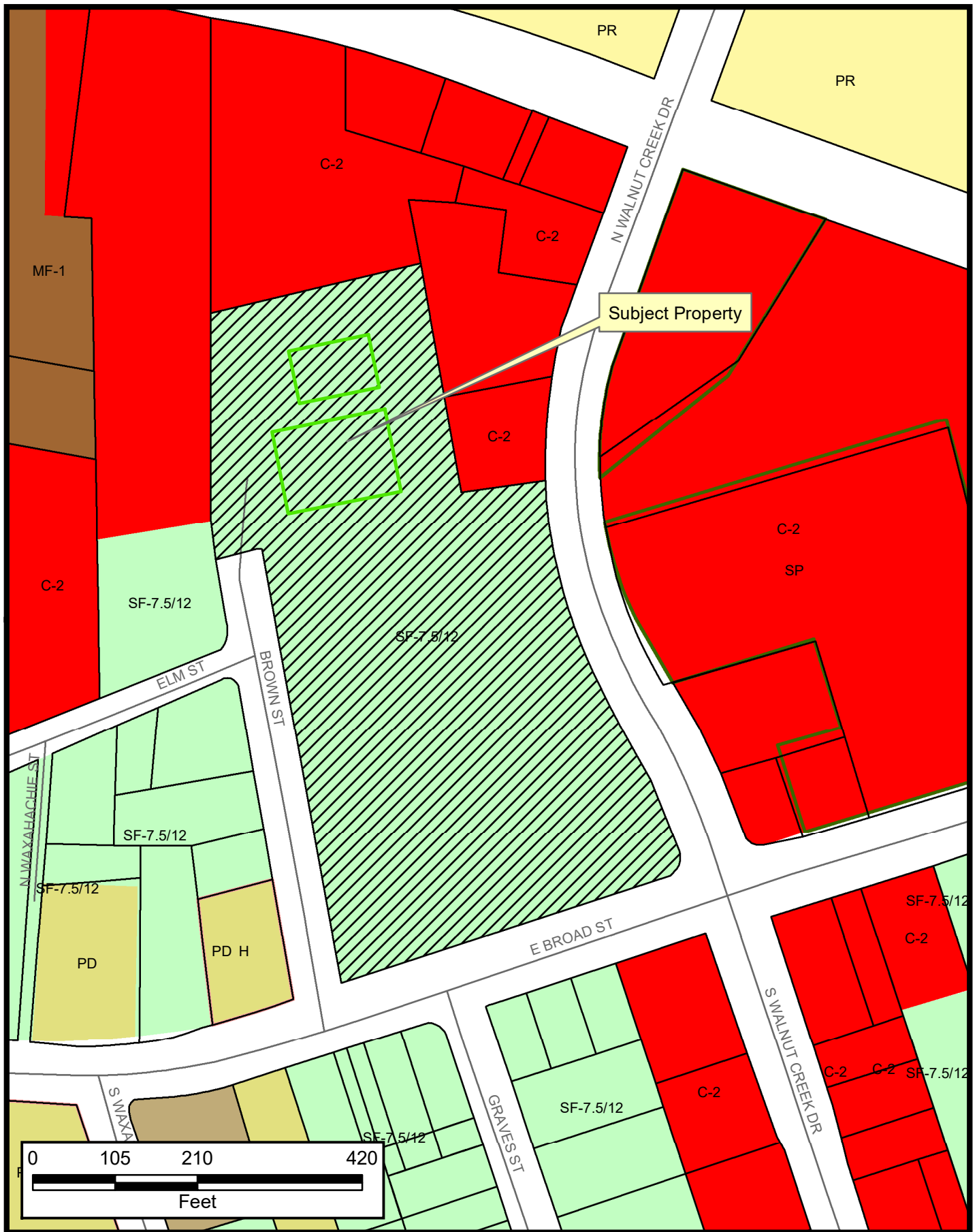


**ZC#20-011**

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

7/22/2020





**ZC#20-011**

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

7/22/2020



## Property Owner Notification for ZC#20-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BLESSING ADDITION	BLK 1	JNL TEXAS HOLDINGS LLC	PO BOX 1587	HURST, TX	76053-1587
BLESSING ADDITION	BLK 1	JNL TEXAS HOLDINGS LLC	PO BOX 1587	HURST, TX	76053-1587
DEPOT ADDITION, THE	BLK 1	HAWKINS, TERRY	219 N WALNUT CRK DR	MANSFIELD, TX	76063-1754
DEPOT ADDITION, THE	BLK 1	HAWKINS, TERRY	9209 COUNTY ROAD 105	GRANDVIEW, TX	76050-3515
DEPOT ADDITION, THE	BLK 1	LE, HOANG	217 N WALNUT CREEK DR STE A	MANSFIELD, TX	76063
DEPOT ADDITION, THE	LOT 1A	RITTER, THOMAS J	1703 FOUNTAINVIEW DR STE 103	MANSFIELD, TX	76063-5092
HARRIS HEIGHTS ADDN-MANSFIELD	LOT 1	MOONEY, ROBERT A	3504 ABES LANDING DR	GRANBURY, TX	76049
LEE'S BROAD ADDITION	BLK 1	HART SYSTEMS INC	PO BOX 40888	FORT WORTH, TX	76140-0888
LEE'S BROAD ADDITION	BLK 1	GARRETT, RANDALL	8760 COUNTY 612 RD	MANSFIELD, TX	76063
LEE'S BROAD ADDITION	BLK 1	MANSFIELD ISD	203 HILLCREST ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 16	CACCIOLA, ROBERT J	1903 TURF CLUB DR	ARLINGTON, TX	76017-4429
MANSFIELD, CITY OF	BLK 16	DANIELS, CAROL	500 ELM ST	MANSFIELD, TX	76063-1722
MANSFIELD, CITY OF	BLK 16	HENDON, MITCH	6713 RICKEY LN	ARLINGTON, TX	76001
MANSFIELD, CITY OF	BLK 16	CACCIOLA, ROBERT J	1903 TURF CLUB DR	ARLINGTON, TX	76017-4429
MANSFIELD, CITY OF	BLK 16	EVANS, SHIRLEY	503 E BROAD ST	MANSFIELD, TX	76063-1709
MANSFIELD, CITY OF	BLK 16	EVANS, SHIRLEY	503 E BROAD ST	MANSFIELD, TX	76063-1709
MANSFIELD, CITY OF	BLK 17	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766

Thursday, July 30, 2020

Page 1 of 2

## Property Owner Notification for ZC#20-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD, CITY OF	BLK 18	JML INVESTMENTS LTD	225 MAN O WAR CT	BURLESON, TX	76028-7934
MANSFIELD, CITY OF	BLK 18	FULLER, SHERRAN	201 N WALNUT CRK DR	MANSFIELD, TX	76063-1754
MANSFIELD, CITY OF	BLK 18	JML INVESTMENTS LTD	225 MAN O WAR CT	BURLESON, TX	76028-7934
MANSFIELD, CITY OF	BLK 20	ORR, MARY B EST	5933 SHADY RIVER DR	HOUSTON, TX	77057-1312
MANSFIELD, CITY OF	BLK 20	ORR, MARY B EST	5933 SHADY RIVER DR	HOUSTON, TX	77057-1312
MANSFIELD, CITY OF	BLK 21	HOCK, BRENT	604 E BROAD ST	MANSFIELD, TX	76063-1767
MANSFIELD, CITY OF	BLK 21	ROSIER-DURAND LTD	PO BOX 171	DEXTER, NM	88230-0171
MANSFIELD, CITY OF	BLK 21	BRISCOE, BRYNN	105 GRAVES ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 21	ROSIER-DURAND LTD	PO BOX 171	DEXTER, NM	88230-0171
MANSFIELD, CITY OF	BLK 22	NICHOLS, CHARLES	508 E BROAD ST	MANSFIELD, TX	76063-1710
MANSFIELD, CITY OF	BLK 22	ELLIOTT, BUFORD E	506 E BROAD ST	MANSFIELD, TX	76063-1710
MANSFIELD, CITY OF	BLK 22	CROWE, VALERIE	502 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 22	TAG LENDING INC	500 E BROAD ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 22	NICHOLS, CHARLES	508 E BROAD ST	MANSFIELD, TX	76063-1710
MANSFIELD, CITY OF	BLK 22	NICHOLS, CHARLES	508 E BROAD ST	MANSFIELD, TX	76063-1710
MANSFIELD, CITY OF	BLK 22	ELLIOTT, BUFORD E	506 E BROAD ST	MANSFIELD, TX	76063-1710
PRICE, WILLIAM C SURVEY	A 1240	JNL TEXAS HOLDINGS LLC	PO BOX 1587	HURST, TX	76053-1587
PRICE, WILLIAM C SURVEY	A 1240	AUSTIN, JOHN R	1503 TULIP DR	ARLINGTON, TX	76013-5036
REDEEMED CHRISTIAN CHURCH OF GOD ADDITION, THE	BLK 1	REDEEMED CHRISTIAN CHURCH OF G	2090 FM 157 STE 200	MANSFIELD, TX	76063
SMITH, VELMA EST	LOT 1	HOCK, BRENT L	608 E BROAD ST	MANSFIELD, TX	76063-1767







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3693

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

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

**Requested Action**

Approve the Economic Development Agreement with Goodman Food Products Texas, Inc.

**Recommendation**

Approve the Economic Development Agreement with Goodman Food Products Texas, Inc.

**Description/History**

In 2012, MEDC entered into an Economic Development Agreement with Goodman Food Products, the parent company of Don Lee Farms, to attract the company to Mansfield from Inglewood, California. Don Lee Farms moved into the former Simeus Foods building in 2012. Don Lee Farms is a major supplier of food products to Costco, Sam's, Wal-Mart, HEB and Whole Foods. Goodman is in full compliance with the terms of this agreement.

Due to current and projected business growth, the company needs to expand their plant located at 812 S. 5th Ave by 30,000 SF. The cost of the expansion is estimated to be \$3MM and take approximately 9 months to complete. The company was considering doing this expansion at their California location but chose Mansfield because of the success they have had in the community. They currently have 220 employees at the Mansfield location and expect to increase that by 25 additional employees with this expansion.

The MEDC Board met on July 7, 2020 and voted unanimously to offer assistance with actual cost of water and fire line utility improvements and fire lane paving not to exceed \$250k dollars.

**Justification**

This expansion will help the company expand its presence in Mansfield, provide increased ad valorem tax revenue and create new jobs.

**Funding Source**

4A

**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 MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND GOODMAN FOOD PRODUCTS TEXAS, INC.; AUTHORIZING THE 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 Mansfield Economic Development Corporation (“MEDC”), and Goodman Food Products Texas, 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 MEDC President shall be authorized to execute the agreement on behalf of 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 President of the MEDC is 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 AND PERFORMANCE AGREEMENT  
BETWEEN THE  
MANSFIELD ECONOMIC DEVELOPMENT CORPORATION  
AND  
GOODMAN FOOD PRODUCTS TEXAS, INC.**

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION (“**Corporation**”), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (“**Act**”), and GOODMAN FOOD PRODUCTS TEXAS, INC., a Texas corporation (“**Company**”). Corporation and Company may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS:**

**WHEREAS**, 812 S. 5<sup>th</sup> Avenue, LLC is the owner of a tract of land located at 812 S. 5<sup>th</sup> Avenue, in the City of Mansfield, Texas (“**Property**”); and

**WHEREAS**, Company currently operates a food processing facility on the Property; and

**WHEREAS**, Company intends to expand the existing facility by 30,375 square feet; and

**WHEREAS**, as a component of the construction of the expansion, Company will also be constructing infrastructure improvements; and

**WHEREAS**, Company has requested financial assistance from the Corporation for the construction of the improvements, and the Board of Directors of the Corporation find that the requested grant will be used to fund a “project” as defined in Section 501.103 of the Act and that such grant is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises.

**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 is hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

“Act,” “Agreement,” “Corporation,” “Company,” and “Property” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, as the case may be, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of



consultants, and permit and inspection fees. It does not include cost of land, insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

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

“City” means the City of Mansfield, Texas.

“Director” means the City’s Economic Development Director or acting Economic Development Director.

“Effective Date” means the date this Agreement is fully 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 six years from the Effective Date, unless sooner terminated as provided herein.

“Facility” means the 30,375 square foot expansion to the existing food processing facility to be constructed by Company on the Property.

“FTE” means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours per week.

“Grant” means the payment to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements upon the terms, conditions and provisions set forth herein, such payment to a sum calculated as follows: the lesser of: (i) 100% of the actual costs of the Improvements, or (ii) \$250,000.

“Impositions” mean 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 Company or the Property, or any property or any business owned by Company or within the City.

“Improvements” means the water and fire line utility improvements and fire lane paving which are required by the City to be constructed or installed by Company on the Property, as described on the attached Exhibit A.

“Payment Request” means a written request from Company to Corporation for payment of the Grant. The written request must be accompanied by (i) proof of a Certificate of Occupancy for the Facility; (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Director; and (iii) documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Director.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

## **ARTICLE 2 TERM**

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

## **ARTICLE 3 COVENANTS OF COMPANY**

3.01 Company Obligations. In consideration of Corporation agreeing to pay Company the Grant in accordance with the terms and conditions of this Agreement, all of the following must occur:

- (a) The Facility must receive a Certificate of Occupancy no later than December 31, 2021;
- (b) Company must make a Capital Investment of no less than \$3,000,000 for the Facility;
- (c) Company must make the Improvements on the Property no later than December 31, 2021;
- (d) Company must comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility and Improvements; and
- (e) Company must create a minimum of twenty-five FTEs within five years of the Effective Date.

3.02 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Corporation the full amount of all payments made under Section 4 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Corporation.

## **ARTICLE 4 GRANT BY CORPORATION**

Provided that Company is in compliance with the terms of this Agreement, and upon full satisfaction by Company of the conditions set forth above in Article 3, Company may send a Payment Request to the Corporation for the Grant, whereupon the Corporation shall pay the Grant to Company within thirty (30) days.

## **ARTICLE 5 TERMINATION, OFFSET, AND REPAYMENT**

5.01 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by any party, if another party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Corporation, if Company suffers an Event of Bankruptcy or Insolvency;
- (d) upon written notice by Corporation, if any Impositions owed to City become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.02 Offset. Corporation may at its option, and after delivering written notice to Company of its intent to do so, offset any amounts due and payable under this Agreement against any delinquent debt (including taxes) lawfully due to City of Mansfield, regardless of whether or not the debt due to the City of Mansfield has been reduced to judgment by a court.

5.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 5.01(b)-(e), Company shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

## **ARTICLE 6 INDEMNIFICATION**

**COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR FACILITY. COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.**

## **ARTICLE 7 ACCESS TO INFORMATION**

Upon the Corporation's request, Company agrees to provide the Corporation access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

## **ARTICLE 8 GENERAL PROVISIONS**

8.01 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

8.02 Representations and Warranties. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to the Corporation that it will not violate any federal, state or local laws in constructing or operating the Facility, and that the Facility and Improvements shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations of the City of Mansfield.

8.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.04 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

8.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

8.06 Successors and Assigns.

- (a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of their rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Facility and Improvements, all rights, title, and interests of Company to receive the Grant under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the Corporation, which shall not be unreasonably delayed or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent; (ii) shall require notice to the Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with the Corporation's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the Corporation's board of directors for approval.

8.07 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

COMPANY:

Goodman Food Products Texas, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION: Mansfield Economic Development Corporation  
301 South Main Street  
Mansfield, Texas 76063  
Attn: Director

With a copy to: Mansfield Economic Development Corporation Attorney  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

8.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

8.09 Applicable Law/Venue. 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 arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

8.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

8.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

8.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster, or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

8.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

8.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

8.16 Governmental Function. The parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of City and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on Corporation, by virtue of its relationship with its authorizing unit, the City of Mansfield, by law, and given to it by the State of Texas as part of the State's sovereignty.

8.17 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

8.18 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

{Signatures on following page}

**MANSFIELD ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Larry Klos, Board President

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

ATTEST:

\_\_\_\_\_  
Board Secretary

**GOODMAN FOOD PRODUCTS TEXAS, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Donald S. Goodman, President

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



**EXHIBIT “A”**  
Improvements

Goodman Food Products Texas, Inc.  
Listed Items for the \$250,000 assistance.

**Water & Fire Line Utility Cost**

Item of Work	Qty	U/M	Pricing			Total Budget	Estimate Pricing
			Labor	Mat'l	Sub		
6" Fire Line	95	lf			90.00	8,550.00	
8" Fire Line	1,400	lf			102.00	142,800.00	
8" Tapping Sleeve	2	ea			4,800.00	9,600.00	
6" Gate Valve	4	ea			1,440.00	5,760.00	
8" Gate Valve	2	ea			2,160.00	4,320.00	
Fire Hydrant	3	ea			6,000.00	18,000.00	
8" Bore Under Road	55	lf			65.00	3,575.00	
Trench Safety	1	ls			1,500.00	1,500.00	
Traffic Control Plan	1	ea			1,500.00	1,500.00	
Stainless Steel Riser into Bldg	1	ea			3,500.00	3,500.00	
						<b>199,105.00</b>	<b>199,105.00</b>

**Fire Lane Paving**

Item of Work	Qty	U/M	Pricing			Total Budget	Estimate Pricing
			Labor	Mat'l	Sub		
6" Paving (Drive Lanes)	10,095	sf			4.95	49,970.25	
Pump Truck	1	ea			2,200.00	2,200.00	
						<b>52,170.25</b>	<b>52,170.25</b>

**Total Cost of Fire Lines Waterlines and Fire Line Paving \$ 251,275.25**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3714

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Approving a Purchase and Sale Contract Between the Mansfield Economic Development Corporation, and Seefried Industrial Properties, Inc. for the Sale of Approximately 53.045 Acres of MEDC Land Located South of Easy Drive

**Requested Action**

Consider approving the Purchase and Sale Contract between MEDC and Seefried Industrial Properties, Inc.

**Recommendation**

Approve the Purchase and Sale Contract between MEDC and Seefried Industrial Properties, Inc.

**Description/History**

MEDC received an offer from Seefried Industrial Properties, Inc. to purchase 53.045 acres of the MEDC owned property located south of Easy Drive and future Klein Tools Blvd. Seefried's intended use for the property is to construct approximately 200k sq. ft. distribution center. The anticipated investment for this project is between \$35 - \$45 million and it will create approximately 150-200 new jobs. Seefried and their client will NOT be seeking incentives for this project.

The Purchase and Sale contract for this property was approved by MEDC's outside legal counsel and presented to the MEDC Board on September 1st, who approved the contract by a unanimous vote of 4 to 0. The property is being sold at \$2.75 per sq. ft. for a total sales price of \$6,291,610 (calculated on net useable acreage of 52.522 acres) with a 2% commission to the broker. This leaves approximately 24 acres of land remaining on the south side of the new Klein Tools Blvd. Approximately 19.5 acres of this land (shown in green on the attached exhibit) consists of drainage, utility access and detention easements. This portion of the property was designed to serve as the regional detention area for the entire 155 acre development. This land will be transferred to a Property Owner's Association (POA) which is in the process of being created. The POA will require all of the property owners to participate in a pro rata share of the cost of the maintenance for this common detention/drainage area. This POA agreement will be a recorded with the County so all future property owners will be aware of their responsibility. This is similar to a Homeowners Association in the residential market. This agreement is in the process of being prepared and will be presented to the MEDC Board and City Council for approval at a future meeting. The remaining approximately 4.5 acres (shown in blue on the

attached exhibit) will be donated to United Cooperative Services, the adjacent landowner, to enhance their opportunity for future development and absolve MEDC from any future maintenance responsibility of this small strip of land.

**Justification**

The project will generate over \$248,000 of new tax revenue annually to the City of Mansfield and create approximately 200 new jobs. The proceeds will provide additional funding for MEDC to pursue other desirable projects.

**Funding Source**

4A

**Prepared By**

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

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

**A RESOLUTION APPROVING A PURCHASE AND SALE CONTRACT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND SEEFRIED INDUSTRIAL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 53.045 ACRES OF MEDC LAND LOCATED SOUTH OF EASY DRIVE.**

**WHEREAS**, the Mansfield Economic Development Corporation (“MEDC”) is the owner of a certain tract of real property more particularly described in the Purchase and Sale Contract attached hereto as Exhibit “A” (collectively referred to as the “Property”); and

**WHEREAS**, the MEDC was presented an offer by Seefried Industrial Properties, Inc., a Georgia corporation, to purchase the Property; and

**WHEREAS**, the Board of Directors of the MEDC has determined that the project (as that term is defined in Title 12, Subtitle C1 of the Texas Local Government Code) for which the Property was acquired is no longer viable and desires to sell the Property for fair market value; and

**WHEREAS**, the City Council desires to approve the sale of the Property.

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

**SECTION 1**

The Purchase and Sale Contract attached hereto as Exhibit “A” is approved.

**SECTION 2**

The President of the MEDC is authorized to negotiate, finalize, and execute all documents in order to complete the conveyance of the Property, including, but not limited to: (i) the Purchase and Sale Contract; (ii) a deed conveying the Property; and (iii) any matters reasonably requested by the title company.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

## **EXHIBIT A**

## PURCHASE AND SALE CONTRACT

This **PURCHASE AND SALE CONTRACT** (the “**Contract**”) is entered into by **MANSFIELD ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal corporation (“**Seller**”), and **SEEFRIED INDUSTRIAL PROPERTIES, INC.**, a Georgia corporation, and/or its assigns (“**Purchaser**”).

### WITNESSETH:

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately 53.045 acres located in Mansfield, Johnson County, Texas (the “**Land**”), as more particularly described on Exhibit “A”, together with any and all improvements situated on the Land (the “**Improvements**”); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the “**Additional Interests**”); all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental entity in connection with the Land or the Improvements held by or granted to Seller, its predecessors in title, and/or the agents thereof with respect to the Land or the Improvements (collectively, the “**Permits**”); and all equipment and other personal property owned by Seller located on and exclusively used in connection with the operation of the land and improvements (collectively, the “**Personal Property**”);

The Land and other items described in the preceding paragraph together constitute the “**Property.**”

2. Purchase Price. The purchase price (“**Purchase Price**”) will be approximately \$6,291,610.38, calculated by multiplying \$2.75 by the net usable area of the Land as shown on Exhibit “A” (52.522 acres times 43,560 = 2,287,858.32 square feet). The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing, with the exact Purchase Price to equal the product of \$2.75 multiplied by the total number of square feet and fractional portion thereof contained within the Land as certified in the Survey (as defined in Section 4(b)), excluding only such portions thereof, if any, which are located within any of the following areas: (a) rights-of-way; (b) easement areas; and (c) flood plains or areas which constitute wetland areas.

3. Earnest Money and Independent Consideration.

(a) Earnest Money. Within three (3) business days after the Effective Date, Purchaser will deposit with First American Title Insurance Company, National Commercial Services, Six Concourse Parkway, Suite 2000, Atlanta, Georgia 30328, Attn: Karen Kirspel, Phone: 770-390-6519, Email: kkirspel@firstam.com (“**Title Company**”), the sum of \$100,000.00 as earnest money hereunder. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of \$100.00, the receipt and sufficiency of which are hereby

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acknowledged. The independent consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. Within ten (10) days after the Effective Date, Purchaser will, at Seller's expense, order a current commitment from the Title Company for a Texas Form T-1 owner's policy of title insurance to the Purchaser, together with legible copies of all listed title exceptions (the "**Title Commitment**").

(b) Survey. Within three (3) days after the Effective Date, Seller will deliver to Purchaser, Purchaser's legal counsel, and the Title Company a true and correct copy of Seller's most recent survey of the tract from which the Property is being subdivided. Purchaser shall have prepared a current survey of the Property that complies with the 2016 "Minimum Standard Detail Requirements of ALTA/NSPS Land Title Surveys", and including Table "A" items 1 (monuments), 2, 3, 4, 6(a) and (b)(zoning), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20, or in such other form acceptable to Purchaser (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land. The Survey will also contain a "Survey Notes" list on the face of the survey confirming the following:

"Note 1: The subject property has access to public utilities from the public streets adjacent to the subject property. Note 2: The subject property abuts, without gaps gores or strips, and has vehicular and pedestrian ingress to and egress from \_\_\_\_\_, which is/are completed, dedicated and accepted public right(s) of way. and/or The subject property abuts, without gaps, gores or strips, an access easement through which the subject property has both vehicular and pedestrian ingress and egress to and from \_\_\_\_\_, a dedicated and accepted public right-of-way and such access easement abuts said public right-of-way without gaps, gores or strips, [If not, so state]. Note 3: Except as shown and noted on this Survey, based on a careful physical inspection of the subject property and matters of record or provided by the title company or client, there are no visible: (i) height or bulk restrictions, setback lines, parking requirements, party walls, encroachments or overhangs of any improvements upon any easement, right-of-way or adjacent land or encroachment of the improvements located on adjacent land onto the subject property, other than as noted on the Encroachment Table; or (ii) easements, rights-of-way, party walls, or building structures or other improvements, conflicts, officially designated 100 year flood plans or flood prone areas, springs, streams, creeks, rivers, ponds, lakes cemeteries or burial grounds; Note 4: [Except as shown on the survey,] the subject property does not serve any adjoining property for utilities, drainage, structural support or ingress or egress; Note 5: The legal description on and depiction of the subject property contained in the survey describe and depict the same property described in the legal description contained in that certain Title Commitment/Preliminary Report issued by \_\_\_\_\_ on \_\_\_\_\_ under Order No. \_\_\_\_\_; Note 6: The record description of the subject property forms a mathematically closed figure; and Note 7: There is no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill."

For purposes of the property description to be included in the Deed, Title Policy and other documents to be delivered pursuant to Section 9, the field notes prepared by the surveyor will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.



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(c) Documents. Within three (3) days after the Effective Date, Seller will deliver to Purchaser copies of all documents, if any exist and are within the actual possession or reasonable control of Seller, pertaining to the development, ownership, or operation of the Property, including but not limited to, service contracts; any existing survey of the Property; existing title commitments and/or policies; drawings; complete plans and specifications; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; engineering studies; evidence of zoning for the Property; and ad valorem tax notices and receipts for the last three (3) years, together with the tax bill for the current year (collectively, the “**Documents**”).

(d) Review of Title, Survey and Documents. Purchaser will have until 11:59 p.m., Eastern Standard Time on that date which is sixty (60) days after Purchaser’s receipt of the Title Commitment, Survey, and Documents, whichever is received later (“**Approval Period**”), to review and approve the matters reflected in the Title Commitment, Survey and Documents. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property unacceptable to Purchaser in its sole discretion, then Purchaser will notify Seller of Purchaser’s objections prior to the expiration of the Approval Period (“**Objection Notice**”). If Seller fails to cure Purchaser’s objections within ten (10) days after Seller’s receipt of the Objection Notice (the “**Seller’s Cure Period**”), Purchaser may, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within ten (10) business days after the expiration of Seller’s Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser’s indemnity of Seller as provided in Section 5. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey and Documents. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an “**Amended Report**”), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a “**Supplemental Title Notice**”) to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser’s sole discretion, shown in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be “**Permitted Exceptions**.” Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on Schedule B – Section I thereto, all of which (except for the lien or liens for taxes not yet due and payable) will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency. The obligations of Purchaser under this Contract and consummation of Closing are, at Purchaser’s discretion, subject to Purchaser performing due diligence, completing an inspection of the Property and determining, in Purchaser’s sole discretion, that it is feasible for Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser. Purchaser will have until 11:59 p.m., Eastern Standard Time, on that date which is ninety (90) days after the Effective Date (the “**Inspection Period**”), to inspect the condition of the Property and to perform such other investigations as Purchaser may desire in its sole discretion, including, but not limited to invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities to plat or replat the Property for its planned development, and to obtain all development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the “**Approvals**”), and Seller agrees to cooperate with Purchaser and execute such documents

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reasonably required in connection with the Approvals. In addition, Seller will cooperate with Purchaser in executing any applications or other materials prepared by Purchaser for submission to government authorities in connection with Purchaser's development plans. Such Approvals, applications and materials will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant or other third party at Purchaser's direction (each a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's and such Purchaser Consultant's liability insurance coverage issued with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2,000,000), and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

Purchaser and its duly authorized agents or representatives may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental, and geotechnical studies, or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

Seller will terminate all leases, agreements and contracts for services at the Property, effective at or prior to Closing.

Purchaser may extend the Inspection Period for up to three (3) additional periods of thirty (30) days each by (i) delivering to Seller and the Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of \$25,000.00 ("**Extension Fee**"), within three (3) business days after the expiration of the Inspection Period then in effect. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason), then Title Company will promptly return the Earnest Money to Purchaser and will disburse any Extension Fee to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination.

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6. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further represents and warrants to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent. No leases affect the Property as of the Effective Date and none will affect the Property at Closing.

(e) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(f) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(g) Environmental.

(1) **"Environmental Requirements"** means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment

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or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. “**Hazardous Materials**” means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, mold, mycotoxin, fungus, and any material or substance listed or defined as “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic waste,” or “toxic substance” under any Environmental Requirements.

(2) To the best knowledge of Seller, during the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best knowledge of Seller, prior to Seller’s acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, clarifiers, or on-site wells.

(4) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(5) The Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. “**Remedial Action**” means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(6) Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any Environmental Requirement or is otherwise subject to liability under any Environmental Requirement.

(7) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations or other information related to health, safety or the environment with respect to the Property that have been performed during Seller’s ownership of the Property, or which relate to periods prior to Seller’s ownership of the Property and have been provided to Seller.

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(8) Seller will indemnify, defend and hold Purchaser harmless from any claims, damages, and liability of every kind, including all expenses of litigation and attorneys' fees, arising from (i) breach of any Seller representation or warranty; (ii) breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(h) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting the Property.

(i) OFAC Compliance. It has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(j) Condition of Property. There are no material physical, structural, or mechanical defects in any part of the Property.

(k) Utilities. The Property is currently undeveloped. By the Closing Date, the property will be served by water, storm and sanitary sewer, gas, electricity, and telephone supplied directly to the Property by facilities of public utilities.

(l) Personal Property. There is no material personal property owned by Seller and used or associated with the Land.

(m) Documents. To the best knowledge of Seller, the Documents are true, correct and complete in all material respects (and without limitation, Seller has delivered to Purchaser, true, correct and complete copies of each lease and agreement affecting the property and all other material information respecting the Property within its possession or control). Without limitation thereon, to the best knowledge of Seller, any operating statements to be delivered as part of the Documents are full, true, correct and complete in all material respects and have been prepared in accordance with standard accounting practices, consistently applied, and no material adverse change has occurred since the respective dates thereof.

(n) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

(o) Service Contracts. There are no service contracts relating to the Property, and there will be no contracts for services binding upon Purchaser or the Property following Closing.

All of the representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of 12 months thereafter.

7. Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

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(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by each hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and the Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property.

If Purchaser determines, in Purchaser's sole direction, that any of the above Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing (as defined in Section 8), then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

Seller will join with Purchaser in executing any applications, plats, or related documents necessary to satisfy the Closing Conditions set forth in this Section, including without limitation, requests for zoning changes or other matters related to Purchaser's use of the Property; provided, however, that Purchaser will pay all fees and expenses incurred by Purchaser in attempting to satisfy said Closing Conditions.

8. Closing. The closing ("**Closing**") will take place at the offices of the Title Company on a date ("**Closing Date**") selected by Purchaser which is on or before thirty (30) days after the expiration of the Inspection Period (as the same may be extended), unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least five (5) business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Inspection Period at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the thirtieth (30th) day following the expiration of the Inspection Period.

9. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver to Purchaser, at Seller's expense, the following:

(a) Deed. A special warranty deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will be in form acceptable to Purchaser, and will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. A Texas Form T-1 Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by the Title Company, insuring good and marketable fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

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(i) Seller will comply with all Schedule B General Requirements (and equivalents) and such requirements will be removed;

(ii) All general exceptions will be removed;

(iii) The exception relating to standby fees and ad valorem taxes will except only to taxes owing for the current year and subsequent assessments for prior years due to change in Property usage or ownership;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Evidence of Authority. Such documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Assignment of Additional Interests. An assignment of the Additional Interests in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions.

(f) Bill of Sale and Assignment and Assumption Agreement. Bill of Sale and Assignment and Assumption Agreement covering any of the Personal Property, Permits, and Plans in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions (the “**Bill of Sale Assignment and Assumption Agreement**”).

(g) Association Deed. The Association Deed (as hereinafter defined) conveying the easement property to the Association (as hereinafter defined), together with other documents required to be executed by Seller reasonably necessary to create the Association.

(h) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(i) Possession. Possession of the Property shall be delivered at Closing. It shall be Seller’s responsibility, at Seller’s cost, to remove any garbage, debris and waste from the Property prior to Closing.

10. Purchaser’s Obligations at Closing. At the Closing, Purchaser will deliver to Seller, at Purchaser’s expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons

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who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Bill of Sale and Assignment and Assumption Agreement. A counterpart of the Bill of Sale and] Assignment and Assumption Agreement;

(d) Declaration. The Declaration (as hereinafter defined), together with other documents required to be executed by Purchaser reasonably necessary to create the Association.

(e) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

### 11. Costs and Adjustments.

(a) Taxes and Closing Costs. Seller and Purchaser acknowledge and agree that the Property is exempt from ad valorem taxation under an absolute government exemption. Seller will warrant in the Deed and the title policy will insure against the risk of any ad valorem taxes assessed for periods prior to Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys, one-half of the escrow fees charged by Title Company and one-half of the Survey costs. Seller will pay for the costs of (i) the tax certificates, (ii) all documentary and other transfer taxes payable in connection with the recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in Tarrant County, Texas, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. If any adjustments pursuant to this Section 11 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

### 12. Indemnification.

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to (i) the period prior to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, and all expenses related thereto, and (ii) Seller's breach of the representations and warranties set forth in Section 6 of this Contract.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, including, but not limited to, court costs and attorneys' fees, arising or attributable to the period on or subsequent to the Closing Date and which are



## CONFIDENTIAL

in any way related to the ownership, maintenance or operation of the Property, including, but not limited to, court costs and attorneys' fees.

13. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows:

Seller: Mansfield Economic Development Corporation  
Attn: Richard Nevins  
301 S. Main Street  
Mansfield, Texas 76063  
Telephone: 817.728.3650  
Email: richard.nevins@mansfield-texas.com

Purchaser: Seefried Industrial Properties, Inc.  
3030 LBJ Freeway, Suite 1650  
Dallas, Texas 75234  
Attention: Jonathan Stites  
Email: jstites@seefriedproperties.com

Hartman Simons & Wood LLP  
6400 Powers Ferry Road, Suite 400  
Atlanta, Georgia 30339  
Attention: A. Summey Orr III, Esq.  
Email: summey.orr@hartmansimons.com

15. Remedies. If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by

## CONFIDENTIAL

providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, the Earnest Money will be refunded to Purchaser, and Seller will reimburse Purchaser for its out-of-pocket expenses incurred in connection with this Contract and its due diligence during the Inspection Period, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5 and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by the Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default.

If Purchaser fails to close the transaction contemplated hereunder, except due to a default by Seller, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within ten (10) days of receipt of notice from Seller of such default. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller will accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations will not apply to Purchaser's indemnities pursuant to Section 5.

### 16. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the property is located and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the state courts in the city or county in which the Property is located or the federal Northern District of Texas. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. If it becomes necessary for either party to file a suit to enforce this Contract or any terms contained herein, the prevailing party may recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No

## CONFIDENTIAL

representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Real Estate Commission. Except for KBC Advisors (the “**Broker**”) to whom Seller will pay a commission in the amount of two percent (2%) of the Purchase Price (the “**Commission**”) pursuant to a separate written agreement between Seller and Broker, each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker’s or finder’s fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Confidentiality. Seller will not, without the prior written consent of Purchaser, make any public announcement about the purchase and sale transaction contemplated hereby or of any of the terms or conditions hereof, including without limitation, the Purchase Price, or the results of any inspection, test, survey, or study conducted by Purchaser pursuant to this Contract (collectively, the “**Confidential Information**”). Seller will not transmit any of the information contained in this Contract or any document obtained by Seller or Purchaser in connection with this Contract to any third party except Seller’s counsel, consultants, lenders, and other advisors engaged to help Seller in connection with the sale of the Property pursuant to this Contract (collectively, the “**Permitted Parties**”), on a need-to-know basis, provided such Permitted Parties are advised of the confidentiality and nondisclosure obligations of Seller and agree to be bound thereby. Seller agrees to indemnify and hold Purchaser harmless from and against any loss, injury, damage, claim, lien, cost or expenses, including attorneys’ fees, arising from a breach of the foregoing confidentiality agreement. The covenants set forth in this Section will survive the termination of this Contract or Closing.

Notwithstanding the foregoing, Seller and Purchaser acknowledge and agree that the Texas Public Information Act, Texas Government Code, Section 552.001 et seq. (“**Act**”) requires that public records must be promptly disclosed by Seller upon request unless specifically exempted from disclosure. If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the Act or any City of Mansfield, Texas ordinance, resolution, or regulation implementing the Act), or similar processes, to disclose any of the Confidential Information, Seller, as appropriate, shall use its best efforts to immediately provide Purchaser with prompt notice. Seller shall also independently assert any applicable exemptions and objections to disclosure of the Confidential Information. Notwithstanding any term in this Contract to the contrary, Seller’s disclosure of Confidential Information in compliance with a court order or an opinion from the Attorney General of Texas will not be considered a default or breach of this Contract.

(i) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

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(j) Assignment. Purchaser may, at its option and at any time during this Contract, assign this Contract without the consent of Seller.

(k) Effective Date. All references in this Contract to the “**Effective Date**” will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(l) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

(m) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(n) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party’s business, except that this sentence will not apply to Seller’s breach of its confidentiality obligations under this Contract.

(o) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(p) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller’s books and records to verify such payments and for compliance with this Section.

(q) Escrow Provisions. Upon Purchaser’s delivery of the Earnest Money to Title Company, Title Company agrees to immediately deposit the Earnest Money, and to hold and disburse the Earnest Money, and any addition thereto, and any interest earned thereon, as hereinafter provided. Upon written notification from Purchaser and Seller that the contemplated sale is to be consummated, Title Company shall deliver the Earnest Money and any accrued interest to Seller to be applied to the purchase price. Upon written notification from Purchaser and Seller that the contemplated sale shall not take place, Title Company shall deliver the Earnest Money and accrued interest, if any, in accordance with this Contract. The parties hereto covenant and agree that in performing any of its duties under this Contract, Title Company shall not be liable for any loss, costs or damage which it may incur in the capacity of Title Company, except for any loss, costs or damage arising out of its gross negligence or willful misconduct. Accordingly, Title Company shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of counsel given with respect to any questions relating to duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any documents, including any written notice of instruction provided for in this Contract, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Title Company shall in good faith believe to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Contract. In an event of a dispute between any of the parties hereto, Title Company shall tender unto the registry or custody of any court of competent jurisdiction

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sitting in the State of Georgia, all money in its hands held under the terms of this Contract, together with such legal pleading as is appropriate and thereupon be discharged.

(r) Property Owner's Association. Seller and Purchaser acknowledge and agree that it is the intent of the parties to form a property owner's association (the "**Association**") for the purpose of owning, maintaining, preserving and administering certain drainage and detention easement areas located adjacent to the Property in the areas depicted on Exhibit "A" attached hereto. Seller and Purchaser shall use commercially reasonable efforts to negotiate and finalize a Declaration of Covenants, Conditions, Restrictions and Easements establishing the Association and creating the easements necessary for the operation and maintenance of the Association property (the "**Declaration**"), together with such other ancillary documents as may be reasonably necessary to establish the Association, including, without limitation, a deed transferring title of the easement areas to the Association (the "**Association Deed**"). The Declaration and Association Deed will be executed and recorded at Closing.

[Signature Page to Follow]

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**EXECUTED** to be effective as of the Effective Date.

**SELLER:**

MANSFIELD ECONOMIC DEVELOPMENT  
CORPORATION, a Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**PURCHASER:**

SEEFRIED INDUSTRIAL PROPERTIES, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

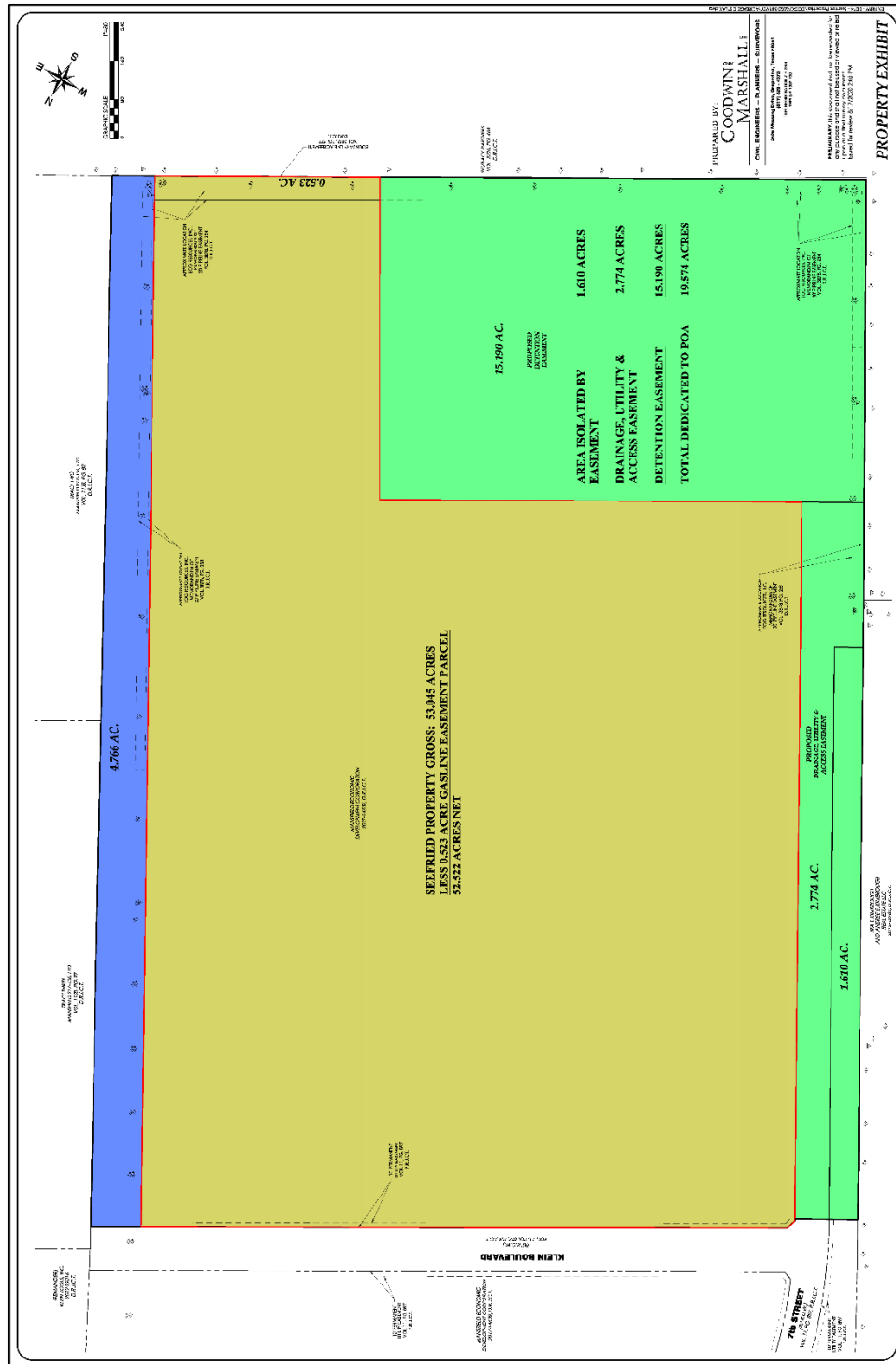
**RECEIPT OF ONE (1) EXECUTED COUNTERPART OF  
THIS CONTRACT IS HEREBY ACKNOWLEDGED:**

**TITLE COMPANY:**

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

# EXHIBIT "A" PROPERTY DESCRIPTION









# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3741

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**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

**Agenda Number:**

**Title**

Board Appointments: Historic Landmark Commission

**Requested Action**

Reappoint Board Members

**Recommendation**

Reappoint Board Members

**Description/History**

Appointees to the Historic Landmark Commission serve two-year terms. The following individuals have terms expiring September 30, 2020:

David Littlefield

Mark Walker

**Justification**

N/A

**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

## STAFF REPORT

File Number: 20-3742

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

**Agenda Number:**

**Title**

Board Appointments: Library Advisory Board

**Requested Action**

Reappoint Board Members

**Recommendation**

Reappoint Board Members

**Description/History**

Appointees to the Library Board serve two-year terms. The following individuals have terms expiring September 30, 2020:

Suzonne Evans  
Maglenda "Maggie" Martin  
Cynthia "Cindy" Kuster

**Justification**

N/A

**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

## STAFF REPORT

File Number: 20-3745

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

**Agenda Number:**

**Title**

Board Appointments: Construction Codes Board of Adjustment & Appeals

**Requested Action**

Appoint/Reappoint Board Members

**Recommendation**

Appoint/Reappoint Board Members

**Description/History**

Appointees to the Construction Codes Board of Adjustment & Appeals serve two-year terms. The following individuals have terms expiring September 30, 2020:

Marvin Kahlden  
John Patterson  
Robert Morris, Jr.  
Brett Poulos  
Rick Rhodes  
Eric Peterson  
Brandon Shaw

**Justification**

N/A

**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

## STAFF REPORT

File Number: 20-3748

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Special Event

**Agenda Number:**

**Title**

Discussion and Possible Action Regarding the Approval of a Parklet Application Located at 117 North Main Street

**Requested Action**

Approval of the Parklet Application for 117 North Main Street

**Recommendation**

Staff recommends approval of the Parklet Application for 117 North Main Street

**Description/History**

In an effort to increase activity in Mansfield's Historic Downtown, staff contracted with Halff & Associates to complete a downtown study. The results of these efforts was the creation of the Downtown Development Strategies. In response to one of the outlined strategies staff created the Pilot Parklet Program. The development of this program aligns with the identified need to make Streetscape Improvements, which increase the aesthetic of Historic Downtown, while also providing more open space to the public.

**Justification**

Staff has reviewed the proposed parklet for compliance with the guidelines of the Pilot Parklet Program. The parklet substantially conforms to all requirements of the guidelines. At the time of construction staff will complete a final inspection to ensure the parklet is designed and installed per the regulations set forth in the guidelines.

**Funding Source**

N/A

**Prepared By**

Nicolette Allen  
Assistant to the City Manager

# PILOT PARKLET PROGRAM



## PILOT PARKLET PROGRAM APPLICATION

Complete this form and submit it to the City's Planning Department at  
Mansfield City Hall, 1200 E. Broad St.  
Mansfield, Texas 76063  
(817) 276 - 4200

Permittee Information	
Name and address of business or organization requesting the permit (proposed Permittee): <b>Dirty Job Brewing 117 N. Main St.</b>	
Name of contact person for requesting organization: <b>Derek + Lauren Huber</b>	
Phone: <b>817-689-2617</b>	Email: <b>dirtyjobbrewing@gmail.com</b>
Location Information	
Proposed Address <b>117 N. Main St.</b>	
Business(es) of property immediately in front of proposed parklet (on same block face), as applicable: <b>Dirty Job Brewing</b>	
Number of Parking Space(s) to be Occupied: <b>2</b>	
Type of Parking Space(s) to be Occupied (Circle one): <b>Parallel</b>   Angled   Perpendicular   Motorcycle	
Property Owner(s)	
Name of owner of property immediately in front of proposed location (if different than proposed Permittee named above): Name: <b>Sheri Bumgardner</b>	
Phone: <b>817-300-7052</b>	Email: <b>sherib@ssbdesigns.com</b>
If different from above, name of property manager / business owner for property: Name:	
Phone:	Email:

# PILOT PARKLET PROGRAM



## Parklet Plan Elements

The Historic Downtown Pilot Parklet Program Guidelines that accompany this application is illustrative of necessary standards that parklet permittees must adhere to. Please review the informational packet before submitting maintenance plans, site plans, design drawings, etc.

**Maintenance Plan** | Please indicate your plan to provide scheduled maintenance as well as any anticipated special maintenance needs.

*We employ several people and will include maintenance of parklette as regular duties.*

### Applications must include the following:

1. A measured, to-scale drawing that shows the footprint of the proposed parklet. The site plan shall include:
  - ☐ Your building and adjacent properties (include addresses) and their building entrances
  - ☐ Existing sidewalk widths
  - ☐ Adjacent bicycle lane or auto traffic lane
  - ☐ Existing parking spaces with dimensions
  - ☐ Other existing sidewalk features near the proposed parklet area (e.g. fire hydrants, streetlights, planters, bicycle racks, etc.)
  - ☐ Existing utility valves and panels in the street and on the sidewalk
  - ☐ Existing street trees and tree pits
  - ☐ Proposed parklet footprint and dimensions
  - ☐ Parklet setback dimensions (3 feet from adjacent parking spaces and 2 feet from adjacent bicycle lane or auto traffic lane)
2. Design Drawing, similar to the site map, but also including (but not limited to):
  - ☐ Furnishings, plantings, bike racks, lighting or other included amenities
  - ☐ Elevations from all sides
  - ☐ Clearly articulated spans and supports to be used for the body of the parklet. They must show how the parklet will be assembled or constructed; a proposed material palette should be included.
  - ☐ "Cut-through" sections that articulate complex design elements such as how accessibility is provided, how drainage is achieved at the gutter, or how the parklet is assembled.

# PILOT PARKLET PROGRAM



## Signatures

Application is hereby made to the City of Mansfield for a temporary permit to install a parklet. Applicant acknowledges and agrees that applicant has read and understands the "Parklet Permit Special Conditions" (see below) and agrees to be bound by the terms thereof upon receipt of a permit to install and operate a parklet. Any violation of the Parklet Permit Agreement by the applicant may result in the revocation of the permit at the sole discretion of the City.

*Proposed Permittee, Chairperson/Owner*

Name:

Signature:

Date:

## Parklet Permit Special Conditions

The City has established the Historic Downtown Parklet Program to temporarily place a parklet in one or more parking spaces in accordance with the City's Parklet Guidelines. Any permittee desiring to establish, operate, and maintain a Parklet shall agree to be bound by the special conditions contained in this Exhibit.

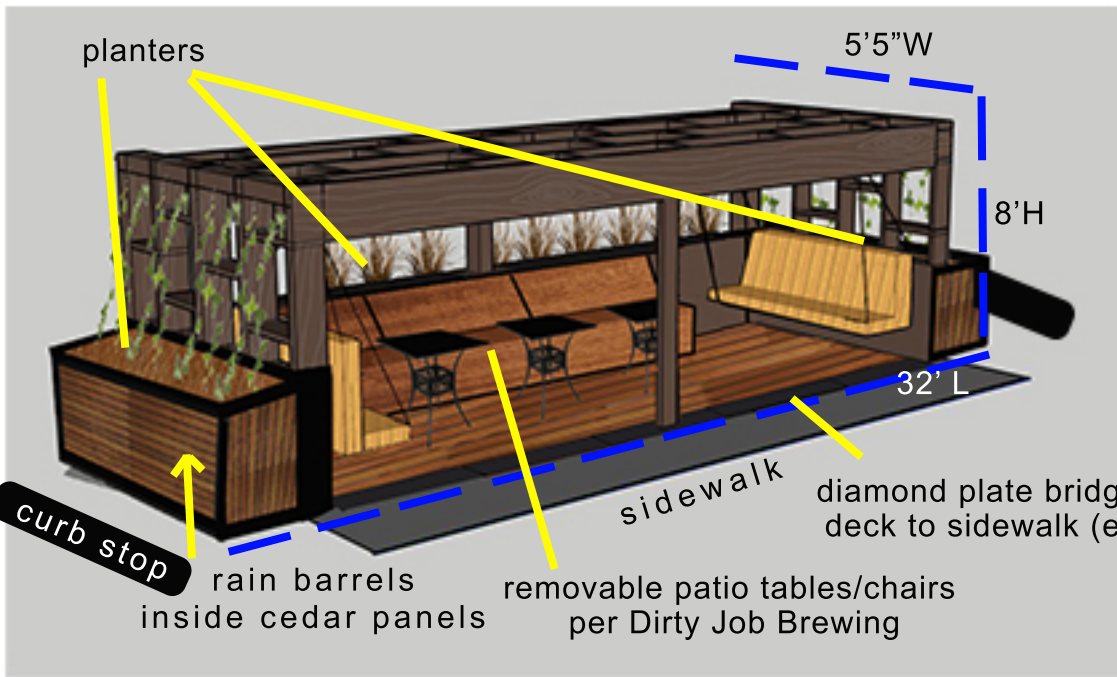
### **1. Title, As-Is Condition of Parklet Location**

- a. At all times, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement.
- b. Permittee acknowledges and agrees that they accept this Permit to enter the Parklet Location in its "AS IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representations or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law. Permittee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

### **2. Maintenance Obligations, Use Restrictions, Approvals.**

- a. Permittee's Maintenance Obligations. Permittee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of installing, operating and maintaining the Parklet as set forth in this Agreement. Permittee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall





117 N. Main St.  
Mansfield, TX 76063  
Applicant: Dirty Job Brewing  
Design: City of Mansfield  
Construction: City of Mansfield

#### Materials:

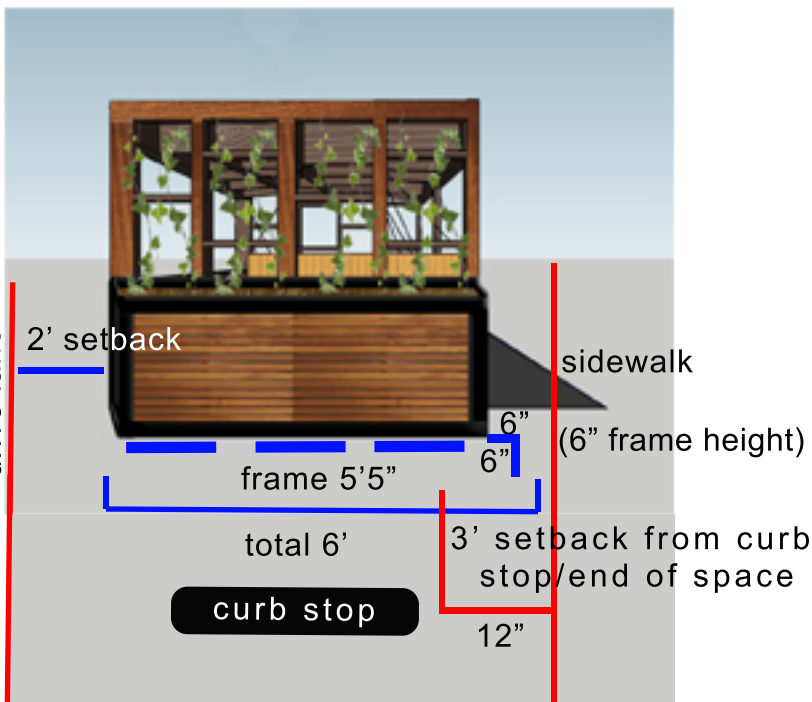
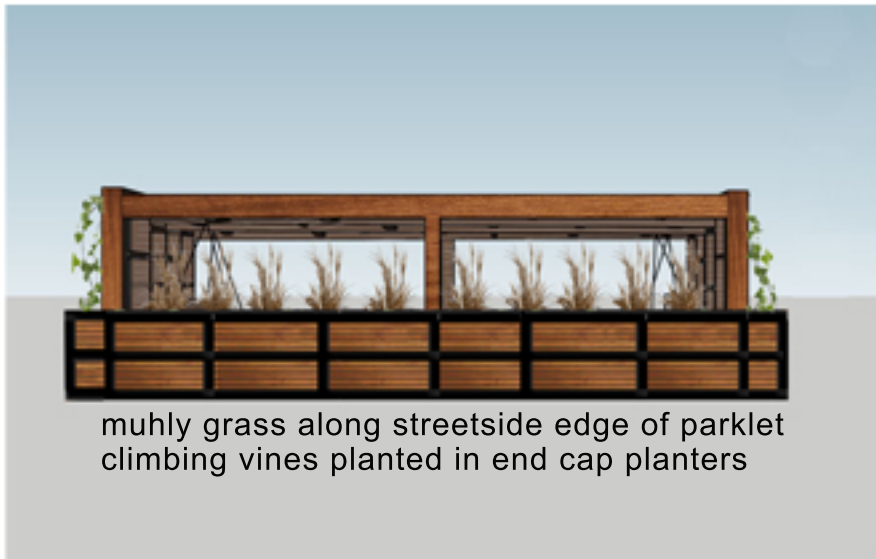
Composite wood deck and bench  
Deck frame made of 2" square metal tubing  
Cedar pergola  
Cedar slats set into metal tubing frame to create wall panels  
Rain barrels in end caps to improve crash safety

Will include reflective tape on streetside corners and curb stops

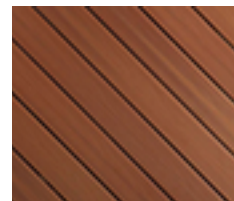
Parklet will be set 2' in from drive lane and 6" back from sidewalk curb (allow for drainage)

A prefab hanging porch swing will be hung on each end, additional metal framing will be added as needed for support

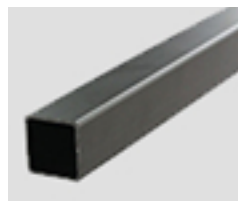
No utility obstruction or nearby fire hydrant



cedar



composite



steel

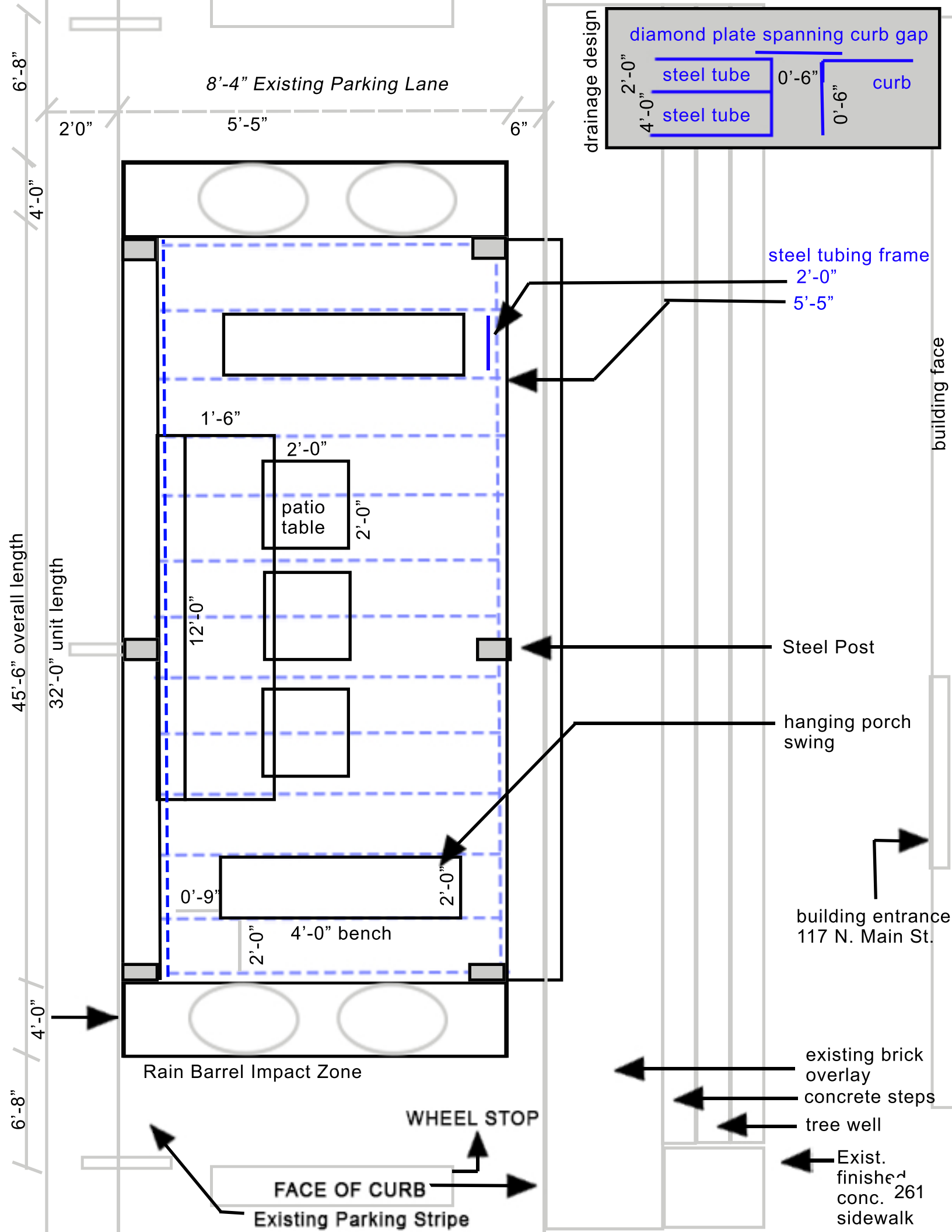


muhly grass



climbing ivy







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 20-3749

**Agenda Date:** 9/14/2020

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance of the City of Mansfield, Texas Approving and Authorizing a First Amendment to Ordinance No. 2162-20 Authorizing the City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 and Resolving Other Matters Relating Thereto

**Requested Action**

Approve the Ordinance

**Recommendation**

Approve the Ordinance

**Description/History**

On Monday, July 20, 2020, the City Council of Mansfield, Texas, met to discuss Capital Improvement Plan and the Preliminary Budget for fiscal year ending September 30, 2021. City Council along with City Staff discussed various methods for funding the upcoming Capital Improvement Plan for fiscal year 2021. Much discussion occurred about the Capital Improvement Program, how to fund the program and unused bond proceeds. It was concluded with final action by the City to repurpose unused bond proceeds for shovel ready projects. This ordinance allows the City to clarify and repurpose the use of these unused proceeds for the purpose of making improvements within the fiscal year 2021.

List of Capital Projects:

\$1,214,720 Capital Equipment - Fire Truck & Permit System  
\$100,000 Pond Street; CDBG  
\$482,200 Traffic Signal - FM157 @ Watson Branch  
\$150,000 Misc. Concord (Country Club to Stratford)  
\$250,000 Turner Warnell Median Imp. (FM157 to Callender)  
\$3,000,000 Joint Fire & PD Training Facility  
\$1,000,000 Walnut Creek Linear Trail Phase 3A - Sand Volleyball  
\$700,000 McClendon Park East - West Improvements - Splash Pad  
\$600,000 Skinner Sports Complex Parking - Road Widening

**Justification**

There has been considerable discussion and deliberation with regard to the use of existing bond proceeds that have not been spent from prior issuances. This action allows the City to repurpose the use of the unused bond proceeds. The effect of the repurposed unused bonds allows the City to postpone an expected debt issuance this fall which creates additional financial flexibility for the City in managing its financial resources.

This action officially repurposes the bonds for additional uses above listed.

**Funding Source**

N/A

**Prepared By**

Peter Phillis, Deputy City Manager  
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ORDINANCE OF THE CITY OF MANSFIELD, TEXAS  
APPROVING AND AUTHORIZING A FIRST AMENDMENT  
TO ORDINANCE NO. 2162-20 AUTHORIZING THE CITY OF  
MANSFIELD, TEXAS COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2020 AND  
RESOLVING OTHER MATTERS RELATING THERETO

WHEREAS, the City of Mansfield, Texas (the “City”), pursuant to Chapter 271, Subchapter C, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the City (the “City Council”) has issued its Combination Tax and Revenue Certificates of Obligation, Series 2020 pursuant to Ordinance No. 2162-20; and

WHEREAS, pursuant to Resolution No. 3666-20 heretofore adopted by the City Council, notice of intention (the “Notice of Intention”) to amend Ordinance No. 2162-20 as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the requirements of law; and

WHEREAS, the Notice of Intention stated that the City Council intended to pass an ordinance authorizing the amendment of the purposes for which the Certificates were issued at its City Council meeting held on the date of adoption of this Ordinance; and

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

WHEREAS, this City Council is now authorized and empowered to proceed with the amendment of Ordinance No. 2162-20; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Section 3.01 of Ordinance No. 2162-20 is hereby amended and replaced in its entirety with the following:

“The City’s certificates of obligation to be designated “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020” (the “Certificates”), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of

Texas, particularly Chapter 271, Subchapter C, Texas Local Government Code, as amended and Section 9.13 of the City's Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of \$24,245,000 for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a) designing, constructing, renovating, improving and equipping of existing police facilities, (b) designing, constructing and equipping of a joint public safety training facility; (c) designing, constructing, improving and equipping of park and recreation facilities, including the Mansfield Linear Park project; (d) designing, constructing, expanding, equipping and furnishing Fire Station #5; (e) engineering, constructing, reconstructing, improving, repairing, developing, extending and expanding streets, thoroughfares, bridges, interchanges, intersections, grade separations, sidewalks and other public ways of the City, including related streetscape improvements, public utility improvements, storm drainage facilities and improvements, signalization and other traffic controls, street lighting, and the acquisition of land therefor; (f) acquiring signage, wayfinding and integrated navigation technology and equipment; (g) designing, improving, constructing and renovating facilities and infrastructure at the City's historic Ralph Man House; (h) designing, improving, constructing, renovating, expanding and equipping facilities and infrastructure at the City Library; (i) acquiring equipment and vehicles for fire, police, public works and community services ((a) though (i) collectively, the "Project"); and (h) paying professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates."

Section 4. This First Amendment to Ordinance 2162-20 is hereby authorized, approved and ratified in all respects and takes effect immediately from and after its passage by the City Council of the City.

PASSED AND ADOPTED THIS 14th day of September 2020.

[Signature pages follows]

\_\_\_\_\_  
Mayor, City of Mansfield

ATTEST:

\_\_\_\_\_  
City Secretary, City of Mansfield

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney