



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, October 11, 2021

3:30 PM

Council Chambers

REGULAR MEETING

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

2. **RECESS INTO EXECUTIVE SESSION**

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

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

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. DC-20-16161

Seek Advice of City Attorney Regarding the American Rescue Plan

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

Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

City Manager Evaluation

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

Economic Development Project #21-09

Economic Development Project #21-25

Economic Development Project #21-28

Economic Development Project #21-29

Economic Development Project #21-31

Economic Development Project #21-35

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

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

5. **INVOCATION**

6. **PLEDGE OF ALLEGIANCE**

7. **TEXAS PLEDGE**

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

8. **PROCLAMATION**

[21-4339](#) Community Planning Month

Attachments: [Community Planning Month](#)

9. **RECOGNITION**

Scenic City Gold Certification

10. **CITIZEN COMMENTS**

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

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

11. COUNCIL ANNOUNCEMENTS**12. 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

[21-4342](#)

Ordinance - An Ordinance of The City Of Mansfield, Texas Replacing Chapter 111 "Peddlers and Solicitors" of The City Of Mansfield, Texas, Code Of Ordinances in its Entirety

Presenters: Tracy Aaron

Attachments: [Ordinance](#)

[21-4296](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Economic Development Agreement Between the Mansfield Economic Development Corporation, and Carlos Coll; Authorizing the MEDC President to Execute Said Agreement; and Providing an Effective Date

Presenters: Richard Nevins

Attachments: [Resolution](#)

[Coll ED Agreement](#)

[Coll Spec Letter](#)

[Coll Spec Property Aerial](#)

[Coll Spec Heritage Site Plan & Rendering](#)

[21-4297](#)

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

Attachments: [Resolution](#)

[Don Lee Farms ED Agreement](#)

[Request for Financial Assistance Letter](#)

- [21-4323](#) Resolution - A Resolution of the City of Mansfield, Texas, Nominating Candidates to Serve as Board Members for Tarrant County's Appraisal District for Calendar Years 2022 and 2023

Presenters: Troy Lestina

Attachments: [Resolution](#)

[TAD Letter - Nomination for Board of Directors](#)

- [21-4337](#) Resolution - A Resolution Authorizing a Contract with Garver, LLC for Engineering Services Related to the Rehabilitation of Turner Way Wastewater Lift Station for an Amount Not to Exceed \$251,600 (Utility Operations Fund)

Presenters: Alex Whiteway

Attachments: [Resolution](#)

- [21-4338](#) Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

Presenters: Jeff Smith

Attachments: [Resolution](#)

[Tarrant County Mutual Aid Agreement FY2022](#)

- [21-4340](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Execute a Contract with Lew Oliver, Inc. for Professional Architectural Services for an Architectural Pattern Book

Presenters: Jason Alexander

Attachments: [Resolution](#)

[Lew Oliver Biography](#)

- [21-4336](#) Minutes - Approval of the September 27, 2021 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [9-27-21 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. PUBLIC HEARING AND FIRST READING

- [21-4300](#) Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from SF-7.5/12, Single-Family Residential and C-1, Neighborhood Business Districts to PD, Planned Development District for a Church and Other Church-Related Facilities, a Pre-School, Day Care,

Education, Coffee Shop, Eating Place without Drive-Through Service and Other OP Uses as Allowed on Approximately 10.97 Acres, Being Lot 1R1, Block 1, Bethlehem Baptist Church Addition and a 0.1 Acre Tract Situated in the T.J. Hanks Survey, Abstract No. 644, City of Mansfield, Tarrant Co. TX, Addressed at 1188 W. Broad Street; Shank Architects, architect and Bethlehem Baptist Church, owner (ZC#21-013)

Presenters: Jason Alexander and Art Wright

Attachments: [Ordinance](#)

[Exhibit A](#)

[Exhibits B through E](#)

[Maps and Supporting Information](#)

16. PUBLIC HEARING AND FIRST AND FINAL READING

[21-4335](#)

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Consider the Annexation of City of Mansfield Property, Being Approximately 58.628 Acres Situated in the M.D. Dickey Survey, Abstract No. 195, Johnson County, Texas, Generally Located Approximately 270 Feet North of Jessica Drive and Approximately 1,210 Feet South of Retta Road; City of Mansfield, owner (ZC#21-016)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

17. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[21-4294](#)

Ordinance - Public Hearing and Second and Final Reading of an Ordinance to Consider a Zoning Change from Various Districts to D, Downtown District and Amending the Mansfield Code of Ordinances by Amending Special Purpose District Regulations and Creating a New Section 155.071 "Form-Based Code Districts" and Section 155.072 "D, Downtown District". The Amendments Necessary also Including Amending Certain Sections Necessary to Enable the D, Downtown District and Repealing C-4 Downtown District and All References Related Thereto

Presenters: Jason Alexander and Arty Wheaton-Rodriguez

Attachments: [Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Exhibit D](#)

[Exhibit E](#)

[Map, Existing Zoning](#)

[21-4309](#)

Ordinance - Public Hearing and Second and Final Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 55.899 Acres out of the A. Bedford Survey, Abstract No. 60, Johnson County, TX, located at 2695 Howell Dr.; Sam Satterwhite of Engineering Concepts & Design, L.P. (engineer) and Terrance Jobe of Alluvium Development (developer) on behalf of William Troy and Brenda Sells Revocable Trust (owner) (ZC#21-010)

Presenters: Jason Alexander and Andrew Bogda

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Property Description](#)

[Exhibit B - Development Standards](#)

[Exhibit C - Development Plan](#)

[Exhibit D - Open Space, Trail, and Screening Plan](#)

[Exhibit E - Enhanced Entryway Plan](#)

[Exhibit F - Building Elevations](#)

18. **NEW BUSINESS**

[21-4341](#)

Ordinance - Consideration and Approval of an Ordinance to Adopt a Proposed Modification to Title XV "Land Usage" of the Mansfield Code of Ordinances to Create a New Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes and Sections Therein

Presenters: Jason Alexander and Cliff Griffin

Attachments: [Ordinance](#)

19. **ADJOURN**

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the October 11, 2021 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, October 7, 2021 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

DATE OF POSTING: _____ TIME: _____ am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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



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STAFF REPORT

File Number: 21-4339

Agenda Date: 10/11/2021

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title
Community Planning Month

Prepared By
Andrew Clark, Communications Manager
Communications & Marketing
817-276-4292

A Proclamation

By the Mayor of the City of Mansfield

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas and other places; and

WHEREAS, community planning can help manage change in a way that provides better choices for how people live, work and play; and

WHEREAS, community planning provides an opportunity for residents to be meaningfully involved in the decisions that shape the future of their communities; and

WHEREAS, public officials and citizens who understand, support and demand excellence in planning and plan implementation are necessary to reap the full benefits of community planning; and

WHEREAS, October is designated as National Community Planning Month throughout the United States of America and its Territories;

NOW, THEREFORE, I Michael Evans, Mayor of the City of Mansfield, join with the Mansfield City Council in designating October as

COMMUNITY PLANNING MONTH

in the City of Mansfield. We believe planning is essential to creating a brighter future for our city and thank those in our Planning Department for their work to turn Mansfield into a world-class hometown. We would also like to publicly recognize the participation and dedication of the residents who serve on the Planning and Zoning Commission, the Historic Landmark Commission and the Zoning Board of Adjustment, as well as other citizen planners who have contributed their time and expertise to the City of Mansfield.

IN WITNESS THEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 11th day of October, 2021.

Mayor



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STAFF REPORT

File Number: 21-4342

Agenda Date: 10/11/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of The City Of Mansfield, Texas Replacing Chapter 111 "Peddlers and Solicitors" of The City Of Mansfield, Texas, Code Of Ordinances in its Entirety

Requested Action

Approval of an ordinance to replace Chapter 111 of the Code of Ordinances

Recommendation

Approval of Ordinance Replacement

Description/History

The current ordinance has become outdated, doesn't adequately address the issues citizens currently face relating to solicitors, and needs further clarification in several areas. In lieu of making many piecemeal amendments, it is more beneficial to adopt a new ordinance entirely.

The new proposed ordinance is divided into three articles. The first article provides a purpose; thorough definitions; exemptions to regulation; general regulations which provide permissible parameters for solicitation activities and impermissible acts; regulations addressing solicitation in the right-of-way; regulations addressing solicitation from a vehicle; and penalty provisions.

The second article addresses permit requirements and procedures, including revocation, suspension, and appeals.

The third article is limited to solicitation of funds. It prohibits aggressive and intimidating solicitation; prohibits solicitation in any outdoor area at prohibited times if certain defenses are not met; prohibits solicitation within a solicitation-free zone, which is an area or structure which provides any service, retail sales or entertainment for the general public and includes any parking lot used for customer parking associated with those areas or structures; prohibits solicitation within 50 feet of certain areas such as ATMs, entrances or banks, and fuel pumps; and prohibits certain solicitations within a right-of-way and those conducted by vehicle.

Justification

City staff recommends the City Council amend Chapter 111 of the Code of Ordinances to allow staff

the ability to properly address the issues currently faced by our citizens.

Funding Source

N/A

Prepared By

Kyle Lanier, Asst. Chief, Mansfield Police Department
(817)804-5713

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE OFFICIAL CITY CODE OF ORDINANCES BY AMENDING CHAPTER 111, "PEDDLERS AND SOLICITORS"; PROVIDING FOR REGULATIONS FOR SOLICITATION, CANVASSING, AND HANDBILL DISTRIBUTION IN THE CITY; DEFINING TERMS; ESTABLISHING BUSINESS/RETAIL SOLICITATION-FREE ZONES; BANNING OUTDOOR SOLICITATIONS IN SOLICITATION-FREE ZONES, WITH CERTAIN DEFENSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL CITY NEWSPAPER; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas, 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 has determined that in order to prevent and deter deceptive practices and fraud, it is necessary to require door-to-door solicitors to register and to regulate those activities; and,

WHEREAS, the City Council has determined that solicitation, canvassing and handbill distribution at residences and other private property at certain times and under certain circumstances greatly intrudes on the privacy and personal property rights of the citizens of Mansfield and can result in litter; and,

WHEREAS, the City Council finds that solicitations conducted in outdoor areas of high pedestrian traffic create a safety hazard and an increased potential for criminal activity against persons using businesses, stores, shopping centers, restaurants, clubs, performance halls, parking lots and other venues and facilities associated with retail or entertainment, since those persons often have their attention distracted from their surroundings, sometimes with cash conspicuously in their possessions, thereby making them more vulnerable to and intimidated by solicitors; and,

WHEREAS, the City Council finds that businesses, stores, shopping centers, restaurants, clubs, performance halls, parking lots and other venues and facilities associated with retail sales or entertainment in the City should be declared as solicitation-free zones to encourage tourism, pedestrian traffic, economic development, and residential development in those areas and to otherwise further public health, safety, and welfare; and,

WHEREAS, the City Council has determined that solicitations and sales by persons standing within the roadway or on medians and traffic islands of streets and highways within the City endangers such persons and the motoring public and greatly increases traffic congestion within the City; and,

WHEREAS, the City Council has determined that solicitations and sales by persons directed towards the occupant of any vehicle on any street or highway within the City endangers such persons and the motoring public and also greatly increases traffic congestion within the City and distracts drivers from their primary duty of observing their surroundings; and,

WHEREAS, the City Council has determined that it is necessary to prohibit solicitations and sales within the roadway, and on medians, and traffic islands of streets and highways and that it is also necessary to prohibit solicitations and sales directed at the occupants of any vehicle on any highway or street within the City; and,

WHEREAS, it is the intent of the City Council to not infringe on any rights protected by First and Fourteenth Amendments to the United States Constitution; and,

WHEREAS, in light of the foregoing, the City Council now deems it advisable and necessary to amend the current regulations concerning solicitation within the City in order to protect the public health, safety and general welfare of the citizens of the City of Mansfield, Texas.

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

SECTION 1.

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

Chapter 111, "Peddlers and Solicitors," of Title XI, "Business Regulations," of the Code of Mansfield, Texas is hereby amended in its entirety to read as follows:

"CHAPTER 111. PEDDLERS AND SOLICITORS

ARTICLE I. GENERALLY

Sec. 111.01. Purpose.

The purpose of this chapter is to provide for the general health, public safety and welfare, comfort, convenience and protection of the city and the residents of the city by:

- (1) Prohibiting door-to-door solicitation and canvassing activity at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;
- (2) Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

- (3) Regulating the manner in which any solicitation activity, canvassing activity or handbill distribution may occur to promote good order, prevent litter and protect citizens from aggressive and intimidating practices; and
- (4) Requiring solicitors to register with the city to aid crime detection and deter deceptive practices and fraud.

The provisions of this chapter shall be construed to accomplish these purposes.

Sec. 111.02. Definitions.

In this chapter:

Canvasser means a person who engages in canvassing activities.

Canvassing or *canvassing activity* means the act of:

- (1) Traveling either by foot or vehicle, going door-to-door, house-to-house, building-to-building; or
- (2) Occupying space in or traveling on or through any public place in the City,

personally contacting persons to communicate in any manner, whether orally, by written or printed materials including, but not limited to, handbills, leaflets, hand signing or by any other method, direct or implied, for any purpose other than selling or taking orders for goods, wares, merchandise or services.

Chief of police means the chief of police of the city.

City means the city of Mansfield, Texas.

City manager means the city manager of the city or the city manager's designated representative.

Curb means the line adjacent to the edge of the roadway which may be either a raised or lowered or a marked or unmarked surface.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

Handbill distribution means traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building without personally contacting persons to distribute or leave on or at each premises handbills for any purpose

Minor means a person under the age of 18.

Non-profit organization means an organization or entity that is exempt from the payment of tax pursuant to section 501(c)(3) of the Internal Revenue Code.

Permanent established business location means an established place of business operating in a permanent structure on a continuous basis.

Permanent structure means a structure for which a certificate of occupancy has been issued.

Public place means any area to which the public is invited or in which the public is permitted, and includes, but is not limited to, the parking lot of any commercial establishment, the right of way of any street or highway, but does not include the offices or work areas of work places not entered by the public in the normal course of business.

Roadway means that portion of a street or highway designed, improved or ordinarily used for vehicular travel, typically delineated by curbs, edge-lines, or the edge of the pavement.

Selling means to sell, dispense, peddle, hawk, display, offer to sell or solicit for sale by offering or exposing for sale any goods, wares, merchandise or services.

Sidewalk means the portion of a street or highway that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

Solicitation activities means traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building or occupying space in or traveling on or through any public place in the City while personally contacting persons to ask, barter or communicate in any manner, whether orally, by written or printed materials including but not limited to handbills or leaflets, hand signing or by any other method, direct or implied, for the purpose of selling or taking orders for goods, wares, merchandise or services.

Solicitor means a person who engages in solicitation activities.

Street or highway means the width between the boundary lines of a publicly maintained way, any part of which is open to the public for vehicular traffic.

Traffic safety vest means a high visibility vest made of fluorescent orange, pink, blue or yellow material that may be clearly seen at any time of the day.

Sec. 111.03. Exemptions.

- (a) This chapter does not apply to:
- (1) The activity of a person with an appointment calling upon or dealing with manufacturers, wholesalers, distributors, brokers or retailers at their place of business and in the usual course of business;
 - (2) The activity of a person acting at the request or invitation of the owner or occupant of a residence;
 - (3) Activity approved in conjunction with a city-sponsored event;
 - (4) Activity conducted in conjunction with a residential yard or garage sale;
 - (5) Activity of a business conducted at the permanent established location of that business;
 - (6) Activity conducted on property not owned or under control of the city with consent of the owner or person in control of the property not conducted while traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building;
 - (7) Sales made under the authority of and by judicial order;
 - (8) The activity of a government employee acting within the course and scope of their official duties serving, delivering or posting official notices including notices of code

violations, water restrictions, utility outages, burn bans, special event impacts or security issues; or

- (9) The distribution of newspapers to subscribers.
- (b) It shall be an affirmative defense to prosecution for any offense under this chapter that the activity of the defendant is listed in subsection (a).

Sec. 111.04. General regulations.

- (a) A person commits an offense if the person engages in solicitation or canvassing activity at a residence:
 - (1) Before 9:00 a.m., or
 - (2) After 7:00 p.m. Central Standard Time or 9:00 p.m. Daylight Savings Time; or,
 - (3) Sunday; or
 - (4) Any of the following holidays: Good Friday; Thanksgiving Day; the day after Thanksgiving Day; Christmas Eve; Christmas Day.
- (b) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that solicitation or canvassing activity is not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of the premises, a sign, not less than four inches by three inches in size, containing the words "NO SOLICITORS," "NO TRESPASSING," or words of similar meaning in letters not less than two-thirds of one inch in height.
- (c) A person who is not the owner or tenant of a premises commits an offense if the person removes, defaces or otherwise renders illegible a sign placed by the owner or tenant of the premises pursuant to subsection (b).
- (d) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution and remains or lingers on a premises after being informed by the owner or tenant that they are not welcome.
- (e) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution in an aggressive or intimidating manner. The term "aggressive or intimidating manner" means:
 - (1) Blocking the path of a person who is the object of the activity, or
 - (2) Following behind, ahead or alongside a person who walks away from the solicitor after being solicited, approached, accosted or offered a handbill, leaflet or any other item.
- (f) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution and distributes, deposits, places, throws, scatters, or casts a handbill at a residence except by:
 - (1) Handing or transmitting the handbill directly to the owner or occupant then present in or upon the premises, or

- (2) Without using adhesive or tape, placing or depositing the handbill in a manner that secures the handbill and prevents it from being blown away, except that mailboxes may not be used when the use is prohibited by federal postal laws or regulations.
- (g) A person commits an offense if the person secures a handbill at a residence in the manner described by subsection (f)(2):
 - (1) In a place that is more than five feet from the front door of the residence; or
 - (2) When another handbill has already been left or secured at the residence and has not been removed from the outside of the residence
- (h) A person commits an offense if the person engages in solicitation activities without wearing a traffic safety vest.

Sec. 111.05. Solicitation and canvassing in public right-of-way.

- (a) A person commits an offense if the person engages in solicitation or canvassing activity within the roadway, or on any median or traffic island within the right-of-way of any street or highway within the city.
- (b) A person commits an offense if the person engages in solicitation activity by a direct transaction or exchange with the occupant of any vehicle stopped or traveling on any street or highway in the city which is designated as an arterial or collector on the city's thoroughfare plan. An offense under this subsection occurs when the offer, solicitation or distribution is made regardless of whether a transaction is completed.
- (c) A person commits an offense if the person engages in solicitation or canvassing activity on a sidewalk within the city in a manner that impedes the flow of pedestrian traffic.
- (d) A person commits an offense if the person engages in solicitation or canvassing activity on a sidewalk in such a manner that the sidewalk is occupied by any tent, table, blanket, container, box, rack or any other physical structure. Solicitation or canvassing activity on a sidewalk is permitted if the handbills, leaflets, or other written or printed material, goods, wares or merchandise are carried and displayed by the person engaged in the solicitation or canvassing activity.
- (e) It is a defense to prosecution under subsections (a) or (b) above if the person engages in solicitation activity to operate a taxi cab, mail carrier, vehicle for hire such as commercial servicing or repair of any disabled motor vehicle.
- (f) It is a defense to prosecution under subsection (a) if the person engages in solicitation activity from a vehicle in a manner that does not violate section 111.06(a)(1).

Sec. 111.06. Solicitation from a vehicle.

- (a) A person commits an offense if the person conducts solicitation activities from a vehicle and:
 - (1) The solicitation is conducted at a location within the right of way of any street or highway in the city which is designated as a highway or freeway, major or minor arterial on the city's thoroughfare plan; or

- (2) The person stops the vehicle within a roadway to conduct business before the vehicle has been approached, called, or waived down by a prospective customer.
- (b) A person commits an offense if the person operates a vehicle from which solicitation activities are conducted upon any street or highway within the city in a manner that blocks or impedes access to or from any alley, street or driveway, or impedes the flow of traffic on any public street or highway.
- (c) A person commits an offense if the driver of a vehicle is distributing funds or material items to a solicitor and the activities are conducted upon any street or highway within the city in a manner that blocks or impedes access to or from any alley, street or driveway, or impedes the flow of traffic on any public street or highway.

Sec. 111.07. Penalty.

- (a) Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than \$500.00 for each offense as provided in section 10.99. Each attempted or completed act of handbill distribution or solicitation or canvassing activity shall constitute a separate and distinct offense.
- (b) In case of any willful violation of any of the terms and provisions of this chapter, the city, in addition to imposing the penalties provided in subsection (a), may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations, and the definition of any violation as a misdemeanor shall not preclude the city from invoking the civil remedies given it by the laws of the state.
- (c) The court trying a civil or criminal cause under subsections (a) or (b) shall have the right and power upon judgment or conviction of any person for violation of any of the provisions of this chapter to decree and to make as a part of the judgment or conviction in such cause the forfeiture of the permit required by this chapter. When a permit is forfeited in this manner, no further certificate shall be issued to that person for one year from the date of judgment or conviction.

Secs. 111.08—111.10. Reserved.

ARTICLE II. PERMIT

Sec. 111.11. Permit required for solicitation; fees.

- (a) A person commits an offense if the person engages in solicitation activities in the city without a valid permit issued by the chief of police or the designee of the chief of police.
- (b) A permit shall be valid for one year following the date of its issuance unless a shorter period is requested by the applicant.
- (c) An applicant for a permit shall pay a non-refundable application fee at the time the application is submitted.

- (d) The amount of the non-refundable application fee shall be \$100.00. If a person, firm, corporation or organization engages in solicitation activity through two or more agents, employees, or volunteers the non-refundable application fee for each additional agent, employee or volunteer shall be \$100.00 per each agent, employee, or volunteer. The non-refundable application fee shall be used for the purpose of defraying administrative expenses incident to the issuing of permit.
- (e) A non-profit organization or a person conducting solicitation activity on behalf of a non-profit organization is exempt from payment of the application fee.

Sec. 111.12. Application.

A person desiring to conduct solicitation activities within the city shall make a written application on a form provided by the chief of police for a permit. The application shall contain or be submitted with the following information:

- (a) The full name, date of birth, phone number and address of the applicant;
- (b) A valid state driver's license number or a state-approved identification card number (the chief of police or the designee of the chief of police will make a photocopy and attach to the application) of the applicant;
- (c) Except as provided by section 111.13(c), two photographs of the applicant, measuring one and one-half-inch by one and one-half-inch and showing the head and shoulders of the applicant in a clear and distinguishing manner, which shall have been taken within the preceding 60 days before filing the application;
- (d) If a vehicle or vehicles are used to conduct the solicitation activity, a description of each vehicle, its license plate number and vehicle identification number, the name and license number of the driver who will operate each vehicle, and adequate proof under state law that each driver maintains financial responsibility for the vehicle they will operate shall be attached to the application;
- (e) If the applicant is acting as an employee, agent or volunteer, the name and physical street address (not a post office box) and telephone number of the employer, principal or organization with credentials in written form establishing the relationship and authority of the employee, agent or volunteer to act for the employer, principal or organization;
- (f) If applicable, the merchandise to be sold or offered for sale, the nature of the services to be furnished;
- (g) the approximate time period within which the solicitation is to be made, stating the date of the beginning of the solicitation activity, its projected conclusion and the proposed dates and times of solicitation;
- (h) Whether the applicant, upon any order obtained, will demand, accept or receive payment or the deposit of money in advance of final delivery;
- (i) If the applicant, or the applicant's employer or principal has pled guilty, or nolo contendere to, or has been convicted of a felony or misdemeanor involving fraud,

- deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property within ten years preceding the date of application, a description of each such conviction or plea, the name of the court and jurisdiction in which the complaint or indictment was filed and the date of the offense;
- (j) If the applicant, or the applicant's employer or principal is a person against whom a civil judgment or administrative decision based upon fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered within ten years preceding the date of application, a description of judgment or action, the case or cause number, if any, and the court or administrative agency that rendered the judgment or decision;
 - (k) If the solicitation activity is to be conducted on behalf of a non-profit organization, proof of such status shall be attached to the application.

Sec. 111.13. Solicitation by minors; applications.

- (a) A minor who conducts solicitation activities shall be sponsored or employed by a person over the age of 18, a corporation, firm or organization. The person, corporation, firm or organization that is sponsoring or employing the minor(s) is responsible for controlling the conduct of the minors and the minors shall be under the constant supervision of a person 18 years of age or older.
- (b) A person, corporation, firm or organization that sponsors or employs one or more minors as solicitors may submit one application and pay one nonrefundable application fee, in the amount of \$100.00 for the permit of the minors regardless of the number of minors who conduct solicitation activities. The sponsor or employer shall provide the chief of police the name(s), date(s) of birth, address(es) and driver's license number(s) (if applicable), and a notarized parental consent for each minor that will be conducting solicitation activities. The parental consent form to employ a child to solicit, which shall be obtained from the Texas Workforce Commission, shall acknowledge the release of the information set forth above.
- (c) A minor that does not submit an application is exempt from section 111.16 and shall be required to carry while conducting solicitation activities only a copy of the approved solicitor's permit application.

Sec. 111.14. Reserved.

Sec. 111.15. Application review and Permit acceptance.

- (a) Upon receipt of an application, the chief of police or the designee of the chief of police shall review the application to ensure compliance with this chapter.
- (b) The chief of police shall authorize the permit within 30 days of receipt of the application unless:
 - (1) An investigation reveals that the applicant or the applicant's employer, principal or organization falsified information or omitted information on the application;

- (2) Within ten years preceding the date of application, the applicant or the applicant's employer, principal or organization has pled guilty or nolo contendere to, or has been convicted of, a felony or misdemeanor described in section 111.12(i);
 - (3) Within ten years preceding the date of application, a civil judgment or administrative decision described in section 111.12(j) has been entered or ordered against the applicant or the applicant's employer, principal or organization;
 - (4) The applicant provided no proof of authority to act on behalf of the employer, principal or organization;
 - (5) The application does not contain the information or documents required by section 111.12.
- (c) The denial and the reasons for the denial shall be noted on the application, and the applicant shall be notified of the denial in person or by notice mailed to the applicant and the applicant's employer, principal or organization at the address shown on the application or the last known address. The notice of denial shall be mailed within 30 days of the receipt of the application.

Sec. 111.16. Permit.

- (a) Upon authorization of the permit, the chief of police or the designee of the chief of police shall deliver a permit for each solicitor.
- (b) The permit shall be in the form of a photo identification tag and shall contain the following information:
 - (1) The name and address of the solicitor;
 - (2) The solicitor's employer, principal or organization, if applicable;
 - (3) The kind of goods or services to be sold or offered for sale, if applicable;
 - (4) A description and license plate number of any vehicle to be used in carrying out the solicitation activities, if applicable;
 - (5) A permit number; and
 - (6) The dates of issuance and expiration of the certificate.
- (c) When engaged in door to door solicitation, each solicitor shall wear a high visibility vest provided by the city displaying the current year. Each permit shall be affixed to the vest at all times while conducting door to door sales.
- (d) A permit shall be used only by the solicitor for whom it was issued and may not be transferred to another person. A person commits an offense if the person wears or displays a photo identification tag issued to another person.
- (e) A person who uses a vehicle in conducting solicitation activities shall post a sign located in a conspicuous place on or in the window of the vehicle, identifying the name of the person, company or organization that the person represents. If the name is an individual person, it

must be followed by the word "solicitor" The lettering on the sign must be at least two and one-half inches high. A person commits an offense if the person violates this subsection.

Sec. 111.17. Revocation or suspension of Permit.

A permit issued pursuant to this chapter may be revoked or suspended by the chief of police, after notice sent in written format by certified mail to the address listed on the application or hand delivered by a police officer, for any of the following reasons:

- (a) Fraud, misrepresentation, or false statement contained in the application for permit;
- (b) Fraud, misrepresentation, or false statement made by a solicitor in the course of conducting solicitation activities;
- (c) A plea or conviction of a crime described in section 111.12(i);
- (d) A judgment involving a matter described in section 111.12(j);
- (e) A violation of any of the regulations set forth in this chapter.

Sec. 111.18. Appeals.

- (a) A person who is denied a permit or whose permit is revoked or suspended by the police chief may appeal the decision to the city manager's office by filing notice of appeal with the city manager within 15 days after the notice of the decision is mailed to the address indicated on the application or the last known address.
- (b) Within ten days of the receipt of the notice of appeal, the city manager shall set a time and place for a hearing on the appeal which shall be not later than 40 days from the date of receipt of the notice of appeal.
- (c) Notice of the time and place of the hearing shall be delivered to the person by mail, sent to the address indicated on the application or the last known address of the appellant.
- (d) The decision of the city manager on the appeal is final. No other administrative procedures are provided by the city.

Secs. 111.19, 111.20. Reserved

ARTICLE III. SOLICITATION OF FUNDS

Sec. 111.21. Definitions.

In this article:

Aggressive or intimidating manner means:

- (1) To approach or speak to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with:
 - a. Imminent bodily injury; or
 - b. The commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;
- (2) To persist in a solicitation after the person solicited has given a negative response; or
- (3) To block, either individually or as part of a group of persons, the passage of a solicited person.

Automated teller machine means a machine, other than a telephone:

- (1) That is capable of being operated by a customer of a financial institution,
- (2) By which the customer may communicate to the financial institution a request to withdraw a benefit for the customer or for another person directly from the customer's account or from the customer's account under a line of credit previously authorized by the financial institution for the customer, and
- (3) The use of which may or may not involve personnel of a financial institution.

Exterior public pay telephone means any coin or credit card reader telephone that is.

- (1) Installed or located anywhere on a premise except exclusively in the interior of a building located on the premise; and
- (2) Accessible and available for use by member of the general public.

Public transportation stop means an area officially marked and designated as a place to wait for a bus, a light rail vehicle, or any other public transportation vehicle that is operated on a scheduled route with passengers paying fares on an individual basis

Self-service car wash means a structure:

- (1) At which a vehicle may be manually washed by its owner or operator with equipment that is activated by the deposit of money in a coin-operated machine or a station of vacuums used in the cleaning a vehicle whether coin-operated or not, and
- (2) That is accessible and available for use by the general public.

Self-service fuel pump means a fuel pump:

- (1) From which a vehicle may be manually filled with gasoline or other fuel directly by its owner or operator, without the aid of an employee or attendant of the premises at which the fuel pump is located, and

- (2) That is accessible and available for use by the general public.

Solicitation means to ask, beg or plead, whether orally or in written or printed manner or with an object for the purpose of receiving contributions, alms, charity, or gifts of items of value for oneself or another person.

Solicitation-free zone means any area or structure which provides any service, retail sales or entertainment for the general public and includes any parking lot used for customer parking associated with those areas or structures.

In this article, to the extent of any conflict between the definitions in this section and section 111.02, the definitions in this section shall control.

Sec. 111.22. Offenses.

- (a) A person commits an offense if he conducts a solicitation in an aggressive or intimidating manner.
- (b) A person commits an offense if he conducts a solicitation in any outdoor area in the city at any time after 7:00 p.m. Central Standard Time or 9:00 p.m. Daylight Savings Time; or Sunday; or any of the following holidays: Good Friday; Thanksgiving Day; the day after Thanksgiving Day; Christmas Eve; Christmas Day.

It is a defense to prosecution under this subsection if the solicitation:

- (1) Consists exclusively of passive, nonverbal acts, or
- (2) Was being conducted on the property with the advance written permission of the owner, manager or other person in control of the property.
- (c) A person commits an offense if he conducts solicitation at any time within a solicitation-free zone. It is an affirmative defense to prosecution under this subsection if the solicitation was being conducted on property with advanced written permission of the owner, manager, or other person in control of the property.
- (d) A person commits an offense if he conducts a solicitation of any person within 50 feet of:
- (1) An automated teller machine;
- (2) An entrance or exit of a bank, credit union, or other similar financial institution;
- (3) An exterior public pay phone;
- (4) A self-service car wash;
- (5) A self-service fuel pump;
- (6) A public transportation stop;
- (7) An outdoor dining area of a fixed food establishment
- (e) For the purpose of subsection (d) measurement will be made in a straight line, without regard to intervening objects or structures, from the nearest point at which a solicitation is being conducted to whichever is applicable of the following:

- (1) The nearest entrance or exit of a facility in which an automated teller machine is enclosed or, if the machine is not enclosed in a facility, to the nearest part of the automated teller machine,
 - (2) The nearest entrance or exit of a bank, credit union, or other similar financial institution,
 - (3) The nearest part of an exterior public pay phone,
 - (4) The nearest part of a structure of a self-service car wash,
 - (5) The nearest part of a self-service fuel pump,
 - (6) The nearest point of any sign or marking designating an area as a public transportation stop,
 - (7) The nearest part of any table in an outdoor dining area or, if the outdoor dining area is contained within an open-air enclosure, the nearest part of that enclosure.
- (f) It shall be unlawful for any person to conduct a solicitation within a roadway, or on any median or traffic island within the right-of-way of any street or highway within the city.
- (g) It shall be unlawful for the driver of any vehicle or any person to conduct a solicitation by a direct transaction or exchange with the occupant of any vehicle stopped or traveling on any street or highway in the city which is designated as an arterial or collector on the city's thoroughfare plan.
- (h) An offense under subsections (f) and (g) occurs when the solicitation is made regardless of whether a transaction is completed.”

SECTION 3.

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 4.

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

SECTION 5.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the code or any other ordinances, as amended, or any other

ordinances affecting solicitation, canvassing, or handbill distribution which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Mansfield is hereby directed to publish in the official newspaper of the City of Mansfield as provided by the Charter of the City of Mansfield.

SECTION 7.

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

**DULY PASSED AND ADOPTED ON THE FIRST AND FINAL READING,
THIS 11TH DAY OF OCTOBER, 2021.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

E. Allen Taylor, Jr., City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4296

Agenda Date: 10/11/2021

Version: 1

Status: Consent

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 Carlos Coll; Authorizing the MEDC President to Execute Said Agreement; and Providing an Effective Date

Requested Action

Approval of the Economic Development Agreement with Carlos Coll

Recommendation

Approval of the Economic Development Agreement with Carlos Coll

Description/History

Carlos Coll, owner of Universal Air Conditioner (UAC), is proposing to build a 123,500 sq. ft. speculative industrial warehouse building next to his existing facility on Heritage Parkway (see attached aerial photo and site plan). The anticipated minimum capital investment is \$7.9 mm which will generate approximately \$54,510 in annual ad valorem tax revenue for the City.

Mr. Coll has made a significant amount of capital investment in the community beginning with the relocation of his primary business to Mansfield, Universal Air Conditioner, in 2007. In 2014, Mr. Coll built two additional industrial buildings - one 35k sq. ft. and one 24k sq. ft. - both of which are currently leased. Mr. Coll expanded UAC by 160k sq. ft. in 2017.

Mr. Coll asked for assistance in the amount of \$664,976. After reviewing the request, the MEDC Board voted 6 to on September 7th to approve assistance for fire lane, fire hydrants, public water lines, public gas lines and storm drainage / water quality improvements in an amount not to exceed \$330,000.

Justification

This project will bring new capital investment and create new jobs resulting in a minimum of \$54,510 a year in additional tax revenue to the City of Mansfield. There is significant market demand for this type of facility in Mansfield.

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-6352

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND CARLOS COLL; 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; and,

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 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

EXHIBIT “A”

Economic Development Agreement

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND CARLOS COLL

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 CARLOS COLL, an individual (“**Coll**”). Coll and the Corporation may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Coll desires to construct a 123,500 square foot spec industrial building on property known as 1201 Heritage Parkway within the City of Mansfield; and

WHEREAS, as a component of the construction of the facility, Coll will be constructing or installing a fire lane, fire hydrant, public water lines, public gas lines, and storm drainage and water quality improvements; and

WHEREAS, Coll 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,” and “Coll,” have the meanings set forth above.

“Capital Investment” means the actual cost incurred related to the construction of the Facility, 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 the Facility 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 both the Corporation and Coll.

“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 when the parties have completely fulfilled their obligations, unless sooner terminated as provided herein.

“Facility” means the 123,500 square foot industrial building to be constructed by Coll on the Property.

“Grant” means the payments to be made by the Corporation to Coll 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 payments to a sum calculated as follows: the lesser of: (i) 100% of the actual costs of the Improvements, or (ii) \$330,000.

“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 Coll or any property or any business owned by Coll within the City.

“Improvements” means the fire lane, fire hydrant, public water lines, public gas lines, and storm drainage and water quality improvements constructed or installed by Coll to service the Facility and the Property, as shown or described on the attached Exhibit A.

“Payment Request” means a written request from Coll 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.

“Property” means the real property located at 1201 Heritage Parkway, Mansfield, Texas.

“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 COLL

3.01 Coll Obligations. In consideration of Corporation agreeing to pay Coll the Grant in accordance with the terms and conditions of this Agreement, Coll, agrees to:

- (a) Receive a Certificate of Occupancy for the Facility and complete the Improvements no later than December 31, 2022;
- (b) Make a Capital Investment of no less than \$7,900,000 for the Facility; and
- (c) Comply with all building codes and other ordinances of the City applicable to the design and construction of the Facility and Improvements.

3.02 Undocumented Workers. Coll 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 Coll is convicted of a violation under 8 U.S.C. Section 1324a (f), Coll 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 Coll receives a notice of violation from the Corporation.

ARTICLE 4 GRANTS BY CORPORATION

Provided that Coll is in compliance with the terms of this Agreement, and upon full satisfaction by Coll of the conditions set forth above in Article 3, Corporation shall pay the Grant to Coll within thirty (30) days of receiving a Payment Request from Coll.

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 either party, if the other 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 Coll suffers an Event of Bankruptcy or Insolvency;
- (d) upon written notice by Corporation, if any Impositions owed to City by Coll become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or
- (e) upon written notice by either 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 Coll 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 by Coll, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due 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)-(d), Coll shall immediately refund to Corporation an amount equal to the amount of the Grant that has been provided by Corporation to Coll 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, accruing from the Effective Date until paid.

ARTICLE 6 INDEMNIFICATION

COLL, 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. COLL 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 COLL OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COLL, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 7 ACCESS TO INFORMATION

Upon the Corporation's request, Coll agrees to provide the Corporation access to contract documents, invoices, receipts, records, and reports to verify Coll's compliance with this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.01 Mutual Assistance. Coll and the Corporation 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. Coll represents and warrants to the Corporation that he has the requisite authority to enter into this Agreement. Coll represents and warrants to the Corporation that he will not violate any federal, state or local laws in operating the business, and that the Facility and Improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

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 Coll and the Corporation.

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. Coll may assign all or part of his rights and obligations hereunder only upon prior written approval of the Corporation.
- (b) Collateral Assignment. Notwithstanding Section 8.06(a), Coll 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 Coll 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 Coll to perform under this Agreement. No collateral assignment may relieve Coll 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.

COLL: Carlos Coll
1441 Heritage Parkway
Mansfield, Texas 76063

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 either 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 either party under this Agreement.

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

8.15 Limitation of Liability. The parties further agree that neither party will be liable to the other 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 and Corporation 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 either party unless fully executed by both parties.

**MANSFIELD ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Larry Klos, Board President

Date: _____

ATTEST:

Board Secretary

CARLOS COLL

Date: _____

EXHIBIT “A”Improvements



1441 Heritage Parkway
Mansfield, Texas 76063
Phone: 817-740-3900
Fax: 817-740-3997

July 27, 2021

Richard Nevins, Director
Mansfield Economic Development Corporation
301 South Main Street
Mansfield, TX 76063

Dear Mr. Nevins,

I appreciate the MEDC's interest in contributing to UAC's development of a new 123,000sf building on the northwest side of what we refer to as The Heritage Business Park.

As a resident of Mansfield since 1988, I have seen the incredible boom of our community. At that time, Walnut Creek Drive was a dirt road and my neighbors were empty grass lots where my kids played football and ran around freely. Since those days, UAC has worked with the MEDC to grow and attract business and employment. Being designated on the MEDC website as one of the Top Employers of Mansfield has been my privilege and one of my proudest achievements. Together, we have built 3 buildings, expanded UAC's global headquarters, and provided many good jobs. We have created a new technology focused distribution company and brought in high quality tenants from out of state, like CK Power.

On various occasions, UAC has contributed and supported the city of Mansfield. When the city discovered that on the north side of 1441 Heritage all the neighbors had encroached on our property, I was asked to donate this land to the city so that they could address the issue. I immediately cooperated; however, I did not consider future construction requirements such as north buffer areas that would be needed and the additional cost that it would create for me. I did it because I felt it was the correct act to take, support our city. I also recently donated all the Heritage frontage land on the south side of my property for the construction of the improved sidewalk. I support local banks (Frost), local construction teams (Bink's Construction and sub-contractors) and many other local businesses.

We realize that Mansfield has become an attractive destination and that many people are showing up now asking "what can Mansfield do for us?" This is not our approach. We have been here. This new construction project will be done on our land on a lot that is presently vacant which provides just a small tax revenue for our city. Our objective is to work with the MEDC to bring another great tenant that will provide good jobs and that will increase the city's revenues.

Based on the estimate that Bink's Construction provided, I request support from the MEDC in the amount of \$664,976.00 in order to make feasible this opportunity. We have provided with this letter the following documents:

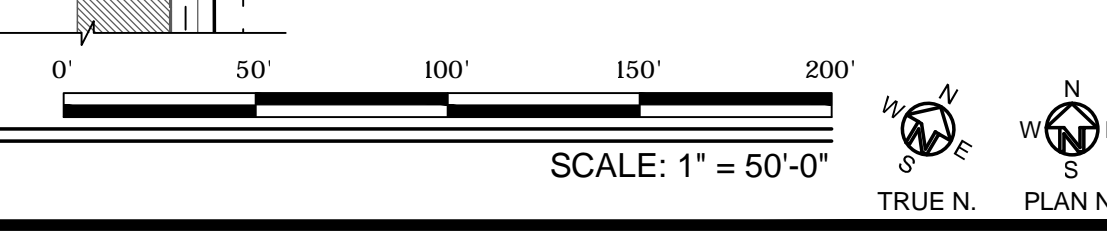
- The Construction-MEDC potential reimbursement items.
- Bink's Construction Preliminary Project Estimate Letter.

Respectfully Submitted,

Carlos Coll, Founder & CEO

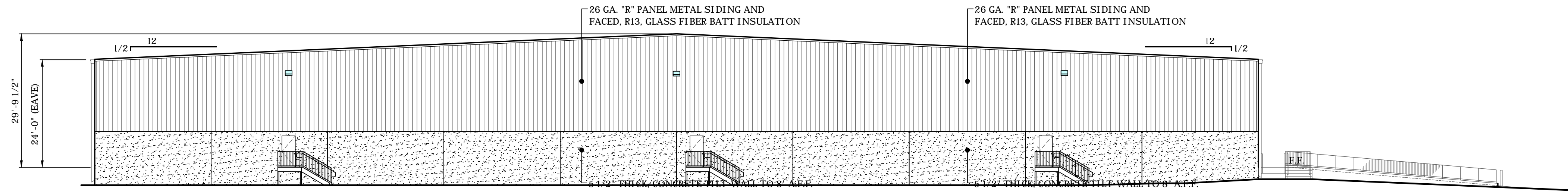


COLL SPEC BUILDING SITE



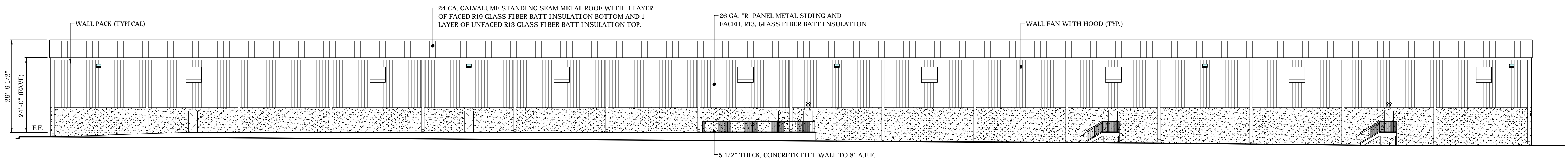
7/13/2021 11:06 AM 011-1201

DRAWN BY JEM
DATE JULY 13, 2021
PROJECT NO. 0519
SHEET NUMBER X1



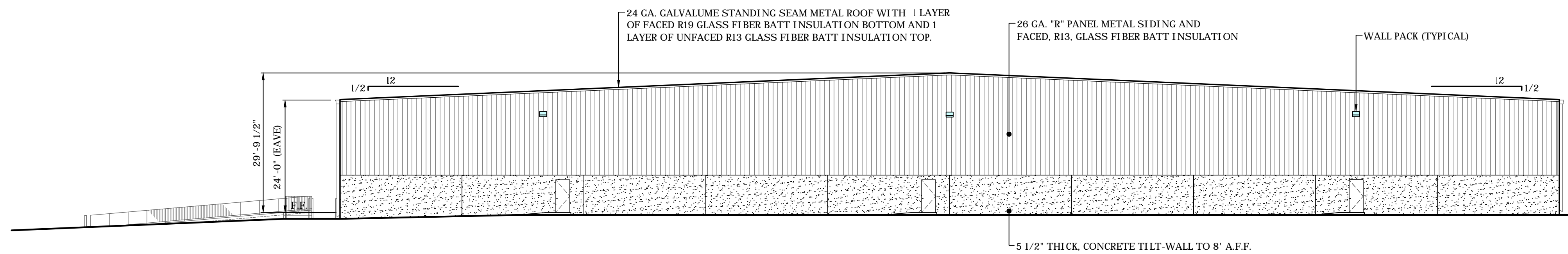
X201 PROPOSED SOUTH ELEVATION

SCALE: 1/16 = 1'-0"



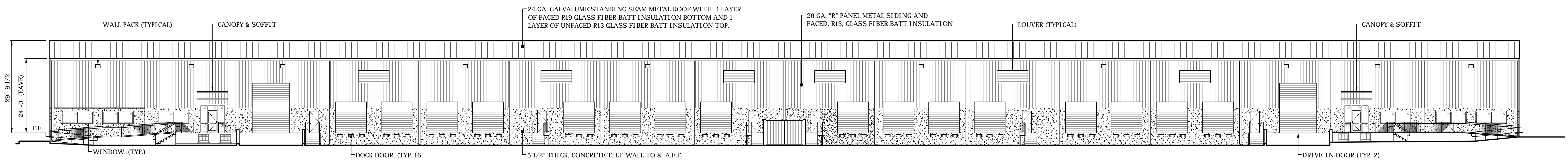
X201 PROPOSED WEST ELEVATION

SCALE: 1/16 = 1'-0"



X201 PROPOSED NORTH ELEVATION

SCALE: 1/16 = 1'-0"



X201 PROPOSED EAST ELEVATION

SCALE: 1/16 = 1'-0"

BINK'S CONSTRUCTION, INC.
3055 MEDLIN DR., ARLINGTON, TX
METRO (817) 467-7809, FAX (817) 468-3752
EMAIL: airmail@binkconstruction.com
TBPE Registration: F-676

1201 HERITAGE
1201 S. HERITAGE PKWY., MANSFIELD, TX 76063
LOT 1, BLOCK 1, McQUEEN ADDITION.
D207164518

PROPOSED EXTERIOR ELEVATIONS

DRAWN BY
JEM
DATE
JULY 13, 2021
PROJECT NO.
0519

SHEET NUMBER
X2

7/13/2021 11:06 AM D:\1201 HERITAGE PARKWAY.dwg



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4297

Agenda Date: 10/11/2021

Version: 1

Status: Consent

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

Approval of Economic Development agreement with Goodman Food Products Texas, Inc.

Recommendation

Approval of Economic Development agreement with Goodman Food Products Texas, Inc

Description/History

Don Lee Farms of Inglewood, California moved into the former Simeus Foods building at 812 S.5th Ave. in 2012. They are major suppliers of plant based protein food products to Costco, Sam's, Wal-Mart, HEB and Whole Foods. MEDC entered into an Economic Development Agreement with Goodman Food Products, the parent company of Don Lee Farms, to assist them with acquiring this facility in 2012. To date, they have met all of their obligations under f this agreement and they currently employ 220 at the Mansfield location.

In July 2020, MEDC entered into a second economic development agreement with Goodman Food Products for a 30,000 sq. ft. warehouse expansion to provide additional warehouse storage at the facility. The capital investment for this expansion is estimated to be \$3MM and it will create 25 new jobs. MEDC is assisting with actual infrastructure costs not to exceed \$250,000.

Don Lee is now ready to increase their production space by 31,300 sq. ft. The anticipated capital investment of this expansion is \$5,252,000 including taxable business personal property equipment and it is expected to create 20 new jobs. DLF is seeking assistance with actual cost of fire line, fire lane and fire suppression system improvements in an amount not to exceed \$350,000 (see attached spreadsheet). This expansion will result in DLF having 197,175 total square feet.

On September 7th the MEDC Board voted 6-0 to provide assistance with actual cost of fire line, fire lane, and fire suppression system improvements in an amount not to exceed \$350,000.

Justification

This assistance will help another Mansfield company expand locally creating additional tax revenue and 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; and,

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 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, 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, Company currently operates a food processing facility on a tract of land located at 812 S. 5th Avenue, in the City of Mansfield, Texas ("**Property**"); and

WHEREAS, Company intends to expand its existing facility on the Property by 31,500 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, and business personal property and equipment located on the Property after the date of this Agreement that are subject to ad valorem taxes. 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 31,500 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) \$350,000.

“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 fire lane, fire line, and fire suppression system improvements 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, 2022;
- (b) Company must make a Capital Investment of no less than \$5,252,000 for the Facility;
- (c) Company must make the Improvements on the Property no later than December 31, 2022;
- (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 (20) 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.
200 East Beach Ave.
Inglewood, CA 90302

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.

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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

DON LEE FARMS PRODUCTION ADDITION

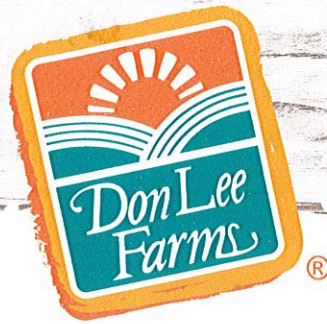
Site Utilities				
Item of Work	Qty	U/M	Sub	Total Budget
6" Fire Line	545	lf	115.00	62,675.00
8" Fire Line	200	lf	102.00	20,400.00
6" Tapping Sleeve	4	ea	4,200.00	16,800.00
6" Gate Valve	4	ea	1,440.00	5,760.00
8" Gate Valve		ea	2,160.00	0.00
Fire Hydrant	1	ea	6,000.00	6,000.00
Trench Safety	1	ls	3,500.00	3,500.00
Traffic Control	1	ea	2,500.00	2,500.00
Stainless Steel Riser into Bldg	1	ea	4,100.00	4,100.00
				121,735.00

Site Paving				
Item of Work	Qty	U/M	Sub	Total Budget
7" Paving (Fire Lanes)	12,500	sf	6.50	81,250.00
				81,250.00

Fire Suppression				
Item of Work	QTY	U/M	Sub	Total Budget
Fire Sprinkler System	35,500	sf	4.35	154,425.00
				154,425.00

TOTAL \$357,410

Family Since 1982



200 East Beach Avenue
Inglewood, CA 90302-3404
Tel: (310) 674-3180 Fax: (310) 673-7008
sales@donleefarms.com
donleefarms.com

September 1, 2021

Mansfield Economic Development Corporation
301 S. Main Street
Mansfield, Texas 76063

Attn: Richard Nevins
Director Economic Development

Re: Request financial assistance on operation facility expansion

Dear Richard:

We would like to request a three hundred fifty thousand dollars (\$350,000) financial assistance for our business expansion plan. Due to business growth, we have a need to increase our plant production / storage capacity. The economic evaluation comparing our Texas and California operations, with the MEDC assistance, concluded Texas plant is the better choice for our business expansion. The \$350K will be part of our funding used to increase our operation capacity to meet our current and future business demand.

This project will take approximately ten months to complete. After the completion, we estimated the increase in production capacity will create roughly 20 new manufacturing and warehousing related jobs. This is in addition to retain employees that are already working at our Mansfield plant.

The cost of the new manufacturing and storage space, including foundation, structure and fixtures, is five million two hundred twenty five thousand (\$5.25M) dollars. We will also add new equipment after the completion of this project. The cost of the equipment will be determined at a later time.

I have attached a detail list showing the costs on how the \$350k assistance will be spent. Please review the list and let me know if you have any questions.

Sincerely,

Donald S. Goodman
President
Goodman Food Products, Inc.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4323

Agenda Date: 10/11/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Nominating Candidates to Serve as Board Members for Tarrant County's Appraisal District for Calendar Years 2022 and 2023

Requested Action

Council to approve a resolution nominating a candidate to serve as a board member for Tarrant County Central Appraisal District for calendar years 2022 and 2023.

Recommendation

Staff is recommending the following nominations for candidacy to the Central Appraisal District Board as a board member for the next two calendar years, 2022 and 2023:

Mike Leyman

Gary Losada

Rich DeOtte

Description/History

Taxing jurisdictions within Tarrant Appraisal District of Tarrant County, Texas are permitted by statute to nominate candidates for consideration and appointment to the County's Appraisal Board. The process allows taxing authorities to oversee the administrative process of the County's appraisal districts. Once candidates are nominated, the Appraisal District will notice the taxing authorities of the nominations and the taxing jurisdictions will then vote for the five - member Board which will occur in the late November/early December time period. Statutory authority for this process is found in the Texas Property Tax Code - Section 6.03(g). Based on the amount of the 2018 adjusted tax levy imposed by each eligible taxing unit, Council has fifty-four (54) votes out of a total voting block of 5,000.

Justification

Texas law provides for the appointment of an Appraisal Board to oversee the administration and operation of an Appraisal District in Texas. The nomination and appointment of these Boards is derived from the taxing authorities within the Appraisal District.

Funding Source

NA

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY OF MANSFIELD, TEXAS TO NOMINATE CANDIDATES TO THE CHIEF APPRAISER OF THE CENTRAL APPRAISAL DISTRICT OF TARRANT COUNTY APPRAISAL DISTRICT'S BOARD**

WHEREAS, as defined in the Texas Property Tax Code that the Central Appraisal District of Tarrant County is governed by a Board of Directors that are nominated and appointed by taxing units within Tarrant County, Texas; and,

WHEREAS, the City of Mansfield, Texas is nominating the following candidates to the Chief Appraiser for appointment to the Board of Directors of the Central Appraisal District of Tarrant County, Texas:

- Mike Leyman
- Gary Losada
- Rich DeOtte

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

SECTION 1.

The Central Appraisal District of Tarrant County has a Board of Directors that governs the Tarrant County's Central Appraisal District.

SECTION 2.

That all candidates be nominated to the Chief Appraiser of the Central Appraisal District of Tarrant County for the nomination of the appointment to serve as Directors on the Board of the Central Appraisal District of Tarrant County.

PASSED AND APPROVED THIS THE 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Letter to Taxing Units
 Appointments to Board of Directors
 September 17, 2021



Jeff Law
 Executive Director
 Chief Appraiser

September 17, 2021

Mr. Michael Evans
 Mayor
 City of Mansfield
 1200 E. Broad Street
 Mansfield, Texas 76063

RE: Appointments to Board of Directors for 2022-2023
 Nomination of Candidates

Dear Mr. Evans:

The current two-year terms of the five voting members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2021. By law, the Tarrant County Tax Assessor-Collector will continue to serve as a non-voting member. The first step in appointing voting members for the 2022-2023 term is calculating the number of votes to which taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the attached list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. The governing body of each taxing unit on the attached list may nominate up to five candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the ***nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me before October 15, 2021.***

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2022. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' boards of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- an individual who has been an employee of Tarrant Appraisal District at any time during the preceding three years;
- an individual who has served as a voting member of the Board of Directors for all or part of five terms;

Letter to Taxing Units
 Appointments to Board of Directors
 September 17, 2021

- an individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;
- an individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- an individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- an individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- an individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1st or 2nd degrees on the following chart;

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
By Consanguinity <ul style="list-style-type: none"> • Parents • Children By Affinity <ul style="list-style-type: none"> • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren 	By Consanguinity <ul style="list-style-type: none"> • Grandparents • Grandchildren • Brothers & sisters By Affinity <ul style="list-style-type: none"> • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters 	By Consanguinity <ul style="list-style-type: none"> • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles By Affinity <ul style="list-style-type: none"> • No prohibitions

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations, please include not only the full name of each candidate, but also his or her complete address and a current resume.

Letter to Taxing Units
 Appointments to Board of Directors
 September 17, 2021

From timely submitted nominations, I will prepare and distribute before October 30th a ballot to each taxing unit entitled to participate in the appointment process.

The appointment process and schedule set out in Section 6.03 of the Property Tax Code may be summarized as follows:

before October 01, 2021	Chief Appraiser calculates numbers of votes and notifies taxing units
before October 15, 2021	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
before October 30, 2021	Chief Appraiser prepares ballot and sends it to taxing units
before December 15, 2021	Governing bodies of taxing units determine their votes by resolution and send submit votes to Chief Appraiser
before December 31, 2021	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 1, 2022	new two-year term begins

If you have questions, please do not hesitate to call.

Sincerely,



Jeff Law
 Executive Director
 Chief Appraiser

JL:jw
 Enclosures
 Mr. Joe Smolinski

TARRANT APPRAISAL DISTRICT
 Calculation of Taxing Entity Votes for Board of Directors
 Per Section 6.03(d) of Texas Property Tax Code

	Calculation of Votes For Appointment to Board of Directors
School Districts:	
Aledo ISD	5
Arlington ISD	465
Azle ISD	25
Birdville ISD	165
Burleson ISD	30
Carroll ISD	130
Castleberry ISD	10
Crowley ISD	125
Eagle Mountain/Saginaw ISD	175
Everman ISD	25
Fort Worth ISD	610
Godley ISD	0
Grapevine/Colleyville ISD	230
Hurst/Euless/Bedford ISD	200
Keller ISD	290
Kennedale ISD	25
Lake Worth ISD	20
Lewisville ISD	5
Mansfield ISD	225
Northwest ISD	160
White Settlement ISD	35
Total Schools	<hr/> 2,955
Cities:	
City of Arlington	190
City of Azle	5
City of Bedford	25
City of Benbrook	15
City of Blue Mound	0
City of Burleson	5
City of Colleyville	20
City of Crowley	10
City of Dalworthington Gardens	0
Edgecliff Village	0
City of Euless	25
City of Everman	5
City of Flower Mound	0

City of Forest Hill	5
City of Fort Worth	600
City of Grand Prairie	60
City of Grapevine	30
City of Haltom City	20
City of Haslet	5
City of Hurst	20
City of Keller	25
City of Kennedale	5
Town of Lakeside	0
City of Lake Worth	5
City of Mansfield	50
City of N. Richland Hills	35
Town of Pantego	0
City of Pelican Bay	0
City of Reno	0
City of Richland Hills	5
City of River Oaks	5
City of Roanoke	0
City of Saginaw	10
City of Sansom Park	0
City of Southlake	35
Town of Trophy Club	0
City of Watauga	10
Town of Westlake	5
City of Westover Hills	5
Westworth Village	0
City of White Settlement	10
Total Cities	<hr/> 1,245
Other:	
Tarrant County	515
Tarrant County College	290
Total Other	<hr/> 805
Total All	<div style="border: 1px solid black; padding: 2px;">5,005</div>



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4337

Agenda Date: 10/11/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing a Contract with Garver, LLC for Engineering Services Related to the Rehabilitation of Turner Way Wastewater Lift Station for an Amount Not to Exceed \$251,600 (Utility Operations Fund)

Requested Action

Consider the resolution authorizing funds in the amount of Two Hundred Fifty-One Thousand and Six Hundred Dollars \$251,600 and approval of a contract with Garver LLC. for the Engineering Services related to Rehabilitation of the Turner Way Wastewater Lift Station.

Recommendation

Staff recommends approval

Description/History

Garver, LLC was selected by the City of Mansfield (City) to provide professional services for Turner Way Wastewater Lift Station Rehabilitation project. The project includes design, bid and construction phase services for the rehabilitation of the existing Turner Way Lift Station, including pump replacements, yard piping, electrical upgrades, additional vault, and various other miscellaneous site improvements

Justification

Turner Way Lift Station receives all the wastewater from approximately 207 homes and commercial businesses. This includes the flow from Oakview Estates, Oak Run Estates, and Hunter Oak Estates. This lift station was down nearly the entire week of Winter Storm Uri, because it was built under old design standards with no provisions for back up power or pumping.

The Lift Station has check valves that are corroding and need to be replaced and installed in a separate vault. The electrical rack needs to be replaced and moved for employee safety. The addition of backup generation and bypass pumping capabilities is also part of this project to mitigate the risk of power outages With the Lift Station being close to a main drainage way, possible overflows pose an environmental risk.

Funding Source

Utility Operations Fund

Prepared By

Alex Whiteway., Assistant Director, Water Utilities
817-728-3615

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING A DESIGN CONTRACT WITH GARVER, LLC FOR THE REHABILITATION OF TURNER WAY LIFT STATION FOR AN AMOUNT NOT TO EXCEED \$251,600.00 (UTILITY FUND)**

WHEREAS, the City of Mansfield owns and operates the Tuner Way Sewer Lift Station (hereinafter called "Lift Station"), which receives wastewater from the Oak View Estates Housing Addition; and,

WHEREAS, Garver, LLC and the City of Mansfield have negotiated an agreement on scope of services and fee; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield to enter into an engineering design contract for the rehabilitation of the Lift Station with Garver, LLC.

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

SECTION 1.

The City Manager or his designee is hereby authorized to execute an agreement with Garver, LLC for the engineering design of the rehabilitation of the Turner Way Wastewater Lift Station for an amount not to exceed Two Hundred Fifty-One Thousand and Six Hundred Dollars 00/100 Cents (\$251,600.00).

SECTION 2.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED ON THIS THE 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4338

Agenda Date: 10/11/2021

Version: 2

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

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

Requested Action

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

Recommendation

Staff recommends Approval of the resolution

Description/History

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

Justification

Mansfield Fire Department provides aid to Tarrant County under the current agreement. This agreement has been updated to address liability and reimbursement for extended work times and must be reviewed and renewed every twelve (12) months. We are looking to move all of our mutual aid agreements to twelve (12) month agreements. This provides for review and updating on a regular and consistent basis.

Funding Source

N/A

Prepared By

Michael Ross, Fire Chief

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ALL MATTERS RELATING TO THE MUTUAL AID AGREEMENT WITH THE TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

WHEREAS, the City of Mansfield Fire Department desires to participate in a Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1; and,

WHEREAS, the City of Mansfield agrees to comply with the agreement.

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

SECTION 1.

The Fire Chief is authorized to enter into and participate in a Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1.

SECTION 2.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

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

City of Mansfield, Texas

Mutual Aid

Emergency Medical Services

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

Section 1: Authority and Services

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

Section 2: Fire Services Provided

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

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHT THOUSAND DOLLARS (\$8,000.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2022, May 2022, August 2022 and November 2022.

Section 5: EMS Reports

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

Section 6: Equipment

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

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2021 and ending September 30, 2022. Regarding response purposes, this Agreement will remain in force until the 2022-23 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2022 under the same terms and conditions.

Section 8: Payment of Funds

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

Section 9: Emergency Scene Control

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

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

Section 10: Inspection of Equipment

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

Section 11: Monthly Reporting Required

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

Section 12: Workers' Compensation Coverage

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

Section 13: Line of Duty

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

Section 14: Assignment of Liability

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

Section 15: Implied Rights; Employees

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

Section 16: Conferring of Rights

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

Section 17: Cancellation

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

Section 18: Form 1295 Acknowledgement

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

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

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

CITY OF MANSFIELD, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

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

City of Mansfield, Texas

Mutual Aid
 Emergency Medical Services

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

Section 1: Authority and Services

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

Section 2: Fire Services Provided

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

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHT THOUSAND DOLLARS (\$8,000.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2022, May 2022, August 2022 and November 2022.

Section 5: EMS Reports

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

Section 6: Equipment

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

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2021 and ending September 30, 2022. Regarding response purposes, this Agreement will remain in force until the 2022-23 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2022 under the same terms and conditions.

Section 8: Payment of Funds

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

Section 9: Emergency Scene Control

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

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

Section 10: Inspection of Equipment

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

Section 11: Monthly Reporting Required

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

Section 12: Workers' Compensation Coverage

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

Section 13: Line of Duty

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

Section 14: Assignment of Liability

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

Section 15: Implied Rights; Employees

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

Section 16: Conferring of Rights

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

Section 17: Cancellation

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

Section 18: Form 1295 Acknowledgement

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

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

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

CITY OF MANSFIELD, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2020–2021 RULES AND REGULATIONS

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

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

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

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

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

AMBULANCE TRANSPORT

Ambulance Transport:

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

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

(CAREFLITE transport qualifies for full points to responding departments)

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

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

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

Ambulance TRANSFERS will not receive any points.

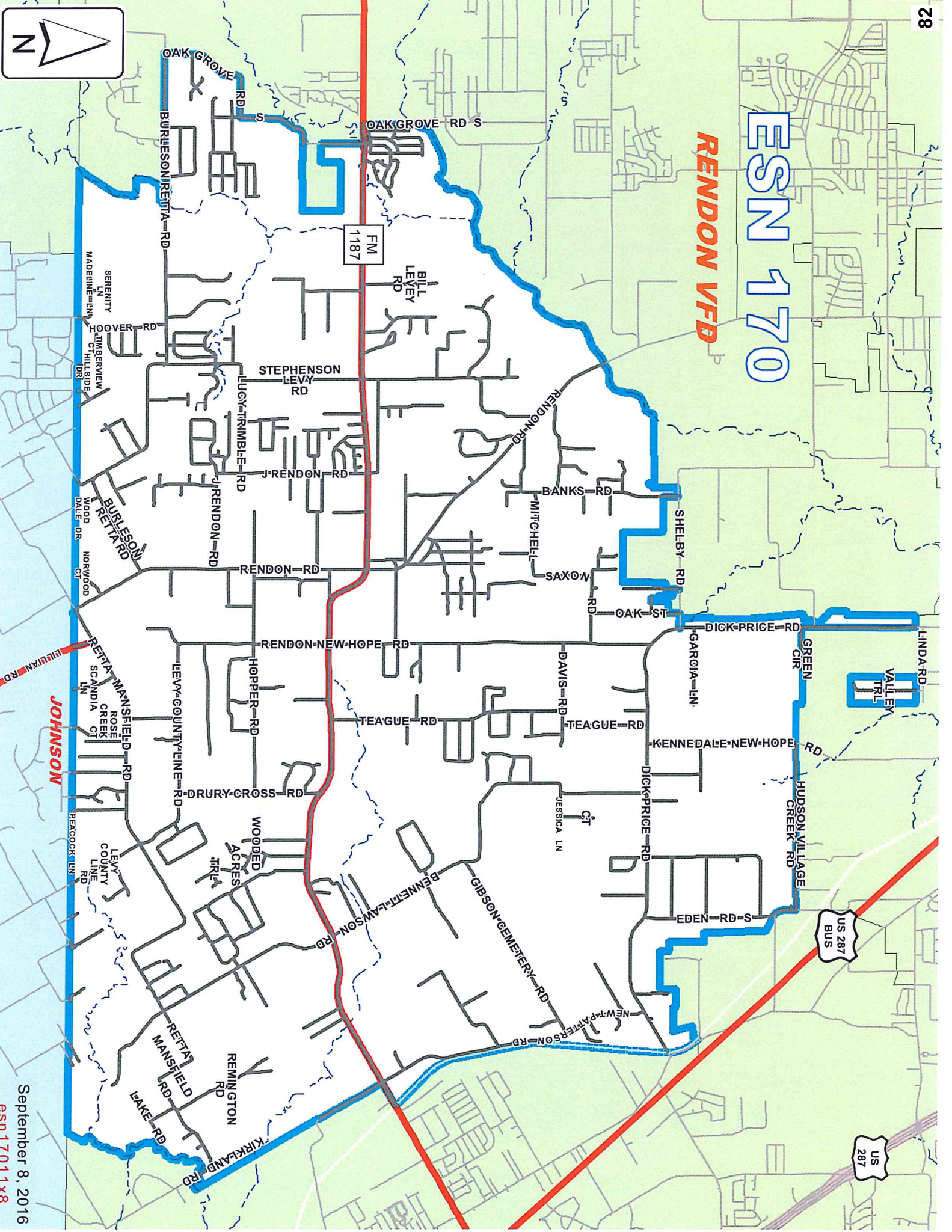
NOTE:

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

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

ESN 170

RENDON VFD





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4340

Agenda Date: 10/11/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Execute a Contract with Lew Oliver, Inc. for Professional Architectural Services for an Architectural Pattern Book

Requested Action

Approve the Resolution for professional architectural services contract with Lew Oliver, Inc.

Recommendation

Staff recommends City Council approve the Resolution as presented.

Description/History

Architectural pattern books have been adopted in many communities throughout North Texas and in other communities across the United States. Architectural pattern books are often accompanied by form-based or frontage-based codes to illustrate a community's desired physical outcomes for certain corridors, districts, and neighborhoods.

The potential use of an architectural pattern book in Mansfield emerged from community engagement related to the implementation of a new zoning district for Historic Downtown Mansfield --- the D, Downtown District --- and conversations with real estate developers and property owners in other areas of the City. The possible adoption and implementation of an architectural pattern book can yield a number of benefits, including:

- (1) A visual resource that draws its inspiration from traditional building practices in Mansfield.
- (2) A visual resource that can be purposefully paired with the future D, Downtown District, and other zoning districts to begin to reinforce Mansfield's distinct architectural heritage.
- (3) A tool for architects, real estate development firms, and others that will influence the vision for development or redevelopment, resulting in building typologies that can be integrated in diverse settings and a development review process that is expedient and predictable.
- (4) A document that can be easily integrated with other strategic plans and policies,

such as the Comprehensive Plan.

Towards that end, staff explored and discussed the need for an architectural pattern book for Mansfield with a number of firms within and outside of North Texas, particularly with the momentum and interest generated by the D, Downtown District and other high visibility properties along U.S. Highway 287, Toll Road 360, and other principal thoroughfares.

From those conversations, staff believed that Lew Oliver, Inc., based in Clarkesville, Georgia, offers the experience and expertise most appropriate for the City's vision for the future, particularly with regard to Historic Downtown Mansfield.

Justification

As the City moves forward with the implementation of its vision for Historic Downtown Mansfield and other areas, it is vital that the land use regulations be paired with a visually-driven document illustrating diverse building typologies and desired architectural features that will make the community attractive to investment and visually harmonious.

The professional architectural services offered by Lew Oliver, Inc. will enhance current and future land use planning efforts and decisions. Further, an architectural pattern book will expedite the development review process and create an environment that is more predictable for investment.

Funding Source

General Fund.

Prepared By

Jason Alexander, Director of Planning
817-276-4244

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LEW OLIVER, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES**

WHEREAS, the City Council of the City of Mansfield, Texas (the “City”), has determined the need for professional architectural services relating to the redevelopment and revitalization of Historic Downtown Mansfield and to the development of other properties within the City; and,

WHEREAS, such professional architectural services will elevate land use planning efforts by delivering a coherent set of architectural and civic design standards reflecting local construction technique and introducing building typologies that can be constructed throughout the City without disrupting the visual quality of the urban fabric, while improving predictability in the development review and approval process; and,

WHEREAS, such professional architectural services will also influence land use policies, plans, and efforts, including the forthcoming update to the Comprehensive Plan; and,

WHEREAS, the City desires to engage Lew Oliver, Inc. for architectural services relating to the redevelopment and revitalization of Historic Downtown Mansfield and to the development of other properties within the City.

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

SECTION 1.

The City Council hereby accepts the proposal from Lew Oliver, Inc. for professional architectural services, a copy of which is attached hereto as Exhibit “A”.

SECTION 2.

The City Manager or their designee is authorized to execute the contract for professional architectural services with Lew Oliver, Inc. in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

SECTION 3.

This Resolution shall take effect immediately from and after the date of passage and is so resolved.

PASSED AND APPROVED THIS THE 11TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Lew Oliver, principal of Lew Oliver Inc., is an Atlanta-based urbanist, master planner, and designer with more than a decade of experience in advancing New Urbanism and residential design. He envisions, designs, and implements *whole towns*. He is celebrated for extraordinary attention paid to form, detail and proportion, making for beautiful, innovative designs. He curates versatile building typologies and highly marketable plans with timeless exteriors.

Master plans by Oliver are designed with each community's values, local vernacular, and climate in mind. He focuses on the pedestrian experience in each of his site plans, ensuring that physiological and psychological wellness of residents is paramount. Each of his plans considers how to enrich the landscape.

Oliver is a preferred design consultant of renowned Duany Plater-Zyberk, having undertaken over 40 charrettes internationally. One of his favorite charrettes that his design hand and leadership was involved with includes the Scottish Sustainable Community Initiative, where he helped plan the first extension of Edinburgh since 1805. He designed with special emphasis on housing, building types, and facades that were highly responsive to Scotland's historic architecture.

He was instrumental in the design and development of Trilith (GA), Hartness (SC), Southlands (BC), Vickery (GA), Rosemary Beach (FL), Celebration (FL), Serenbe (GA), Lost Rabbit (MS), Village at Hendrix (AK), and more.

Arcos de la Frontera – Andalusia, Spain

Design lead for building typologies and historic facades for a new hilltown between two ancient villages, DPZ Team Member

Trilith

Town Planner

Tornagrain, Ladyfield, Grandview, Lochgelly, for the Scottish Sustainable Communities Initiative, Scotland

Designer, DPZ team member

Mineral de Posos, Mexico

Master plan, residential product development

Hartness

Town Planner

Las Catalinas, Liberia, Costa Rica

Charette Leader, residential designer

Architectural Agrihood concept, Vancouver, BC

Designer

Isla Jose Gonzalez, Panama

Designer, DPZ team member

Berlin, Germany

Designer, DPZ Team Member

Batan, Ecuador

Designer, DPZ team member

Patrick Square, Clemson, SC

Town Urbanist, residential blocks designer

Hendrix College, Conway, AK

Town Urbanist, Mixed-use Quadrangle Buildings

Seabrook, WA

Designer

Atlanta Regional Commission, Lifelong Communities Charette

Charrette leader, designer, DPZ team member

Schooner Bay, Great Abaco, Bahamas

Mixed-use town center and residential designer

St. Andrews, Buckhead, Atlanta, GA

Master plan, residential designer

Serenbe Atlanta, GA

Town Urbanist, residential plans

Business Oasis, United Arab Emirates

High rise concept design

Villa Olympia, San Paulo, Brazil

Residential product development

Manila, Phillippines

Residential product development



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4336

Agenda Date: 10/11/2021

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the September 27, 2021 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 September 27, 2021 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, September 27, 2021

3:30 PM

Council Chambers

REGULAR MEETING

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

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

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 552, Mayor Evans recessed the meeting into executive session at 3:32 p.m. Mayor Evans called the executive session to order in the Office of Strategic Initiatives and Performance Management Conference Room at 3:45 p.m. Mayor Evans adjourned the executive session at 6:56 p.m.

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

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. DC-20-16161

Seek Advice of City Attorney Regarding the Texas Term Sheet

Seek Advice of City Attorney Regarding the Holland Road Construction Contract

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

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

Economic Development Project #21-24

Economic Development Project #21-31

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

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

Mayor Evans reconvened the meeting into regular business session at 7:05 p.m.

INVOCATION

Pastor Greg Buckles of Mansfield Bible Church gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Short led the Pledge of Allegiance.

TEXAS PLEDGE

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

Mayor Pro Tem Tonore led the Texas Pledge.

PROCLAMATION

[21-4319](#)

Mansfield Reads!

Mayor Evans read and presented the Mansfield Reads! Proclamation to Library staff and the Friends of the Mansfield Library.

PRESENTATION

PVSA Presentation - City Council

Director of Communications and Outreach Bernadette McCranie and Volunteer Coordinator Priscilla Sanchez presented the City Council with the President's Volunteer Service Award.

CITIZEN COMMENTS

Beth Light, 1518 Inverness Road - Ms. Light thanked the Mayor and City Council for their hard work.

COUNCIL ANNOUNCEMENTS

Council Member Leyman had no announcements.

Council Member Short wished her husband Stoney Short a Happy Birthday.

Council Member Lewis wished Mr. Short a Happy Birthday.

Mayor Pro Tem Tonore had no announcements.

Council Member Bounds was absent.

Council Member Broseh had no announcements.

Mayor Evans had no announcements.

SUB-COMMITTEE REPORTS

21-4310

Minutes - Approval of the September 14, 2021 Public Memorials Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Leyman (Chair), Evans, and Broseh)

A motion was made by Council Member Leyman to approve the minutes of the September 14, 2021 Public Memorials Sub-Committee Meeting as presented. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 3 - Larry Broseh; Mike Leyman and Michael Evans

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Non-Voting: 3 - Julie Short; Casey Lewis and Todd Tonore

21-4320

Minutes - Approval of the September 20, 2021 TIF Reinvestment Zone Number Two Board of Directors Meeting Minutes (vote will be only by the members of the sub-committee: Short (Chair), Lewis, Bounds, Evans)

A motion was made by Council Member Short to approve the minutes of the September 20, 2021 TIF Reinvestment Zone Number Two Board Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 3 - Julie Short; Casey Lewis and Michael Evans

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Non-Voting: 3 - Larry Broseh; Mike Leyman and Todd Tonore

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Deputy City Manager Shelly Lanners provided a brief update on the Bond Election Steering Committee.

Audit Committee Discussion - Troy Lestina

Chief Financial Officer Troy Lestina recommended an Audit Committee be formed, consisting of the Mayor, Mayor Pro Tem, and a rotating Council Member.

Mansfield Rental Registration Ordinance Update - Jason Alexander

Director of Planning Jason Alexander provided an update regarding the rental registration ordinance, which is planned to be brought to Council on October 11th.

National Night Out - Tracy Aaron

Police Chief Tracy Aaron provided an update on National Night Out, which will take place on October 5th. He invited the public and Council to take part in the event and attend the parties being held.

Business Services Department Report[21-4313](#)

Presentation of the Monthly Financial Report for the Period Ending August 31, 2021

Troy Lestina was available for questions.

CONSENT AGENDA[21-4174](#)

Resolution - A Resolution to Consider Amendment Number Five to the Water Park Ground Lease and Operating Agreement Between STORE Master Funding VIII, LLC, and the City of Mansfield to Allow for the Sale of Certain Alcoholic Beverages on the Premises

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

A RESOLUTION APPROVING AMENDMENT NUMBER FIVE TO THE WATER PARK GROUND LEASE AND OPERATING AGREEMENT BETWEEN STORE MASTER FUNDING VIII, LLC AND THE CITY OF MANSFIELD TO ALLOW FOR THE SALE OF CERTAIN ALCOHOLIC BEVERAGES ON THE PREMISES OF THE HAWAIIAN FALLS WATER PARK

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3779-21

[21-4302](#)

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

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

A RESOLUTION AWARDED TWELVE-MONTH RENEWABLE CONTRACTS TO THE LOWEST AND BEST BID FOR THE INDIVIDUAL SUPPLY OF EIGHT DIFFERENT WATER TREATMENT CHEMICALS FOR THE BUD ERVIN WATER TREATMENT PLANT

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3780-21

[21-4303](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving A Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING

AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3781-21

[21-4314](#)

Resolution - A Resolution to Consider Awarding a Construction Contract to Cole Construction, Inc. in the Amount of \$269,467.16 for Landscaping and Irrigation of Medians on Turner Warnell Road between Cooper Street and Callender Road

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

A RESOLUTION TO CONSIDER AWARDING A CONSTRUCTION CONTRACT TO COLE CONSTRUCTION, INC. IN THE AMOUNT OF \$269,467.16 FOR LANDSCAPING AND IRRIGATION OF MEDIANS ON TURNER WARNELL ROAD BETWEEN COOPER STREET AND CALLENDER ROAD

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3782-21

[21-4315](#)

Resolution - A Resolution Approving an Amendment to the Contract for Design Services with Teague Nall and Perkins, Inc. for the FM 157 and South Parkridge Sanitary Sewer Improvements for an amount not to Exceed \$24,000.00 (Utility Fund)

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

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT FOR DESIGN SERVICES WITH TEAGUE NALL AND PERKINS, INC. FOR THE FM 157 AND SOUTH PARKRIDGE SANITARY SEWER IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$24,000.00

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3783-21

[21-4316](#)

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

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

A 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

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3784-21

[21-4318](#)

Resolution - A Resolution Awarding a Contract for Janitorial Services at Mansfield City Hall, Mansfield Library, and Chris W. Burkett Service Center and Authorizing Funding for an Amount Not to Exceed \$69,180.00 (General

Fund)

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

A RESOLUTION OF THE CITY OF MANSFIELD AWARDING AN ANNUAL CONTRACT FOR THE JANITORIAL SERVICES OF CITY OWNED BUILDINGS AND AUTHORIZATION OF FUNDING FOR AN AMOUNT NOT TO EXCEED \$69,180.00 (GENERAL FUND)

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3785-21

[21-4321](#)

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 Public Safety Burn Tower Foundation and Skills Pad Project; Delegating Authority to the City Manager, and Providing an Effective Date

A motion was made by Council Member Short 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 PUBLIC SAFETY BURN TOWER FOUNDATION AND SKILLS PAD 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: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore and Michael Evans

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3786-21

[21-4326](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the City Manager to Adopt an Amendment to the Charity Care Program, Providing Ambulance Services to Our Community Without Regards to a Patient's or Guarantor's Ability to Pay for the Service

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO ADOPT AN AMENDMENT TO THE CHARITY CARE PROGRAM, PROVIDING AMBULANCE SERVICES TO OUR COMMUNITY WITHOUT REGARDS TO A PATIENT'S OR GUARANTOR'S ABILITY TO PAY FOR THESE SERVICES

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3787-21

[21-4311](#)

Minutes - Approval of the September 13, 2021 Regular City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the September 13, 2021 Regular City Council Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

END OF CONSENT AGENDA

PUBLIC HEARING

[21-4307](#)

Public Hearing - Public Hearing on a Request for an Industrial Use Permit for a Rubber Compounding Facility on Approximately 7.8605 Acres on Lot 2, Block 1, Broseh Industrial Park, City of Mansfield, Tarrant and Johnson Counties, Texas, Located at 800 S. 6th Avenue; Next Gen Compounding, applicant and Broseh Industrial Properties, LLC, owner (IUP#21-001)

Jason Alexander presented the item.

Mayor Evans opened the public hearing at 7:34 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:34 p.m.

A motion was made by Council Member Short to approve the request for an Industrial Use Permit. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 5 - Julie Short; Mike Leyman; Casey Lewis; Todd Tonore and Michael Evans

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 1 - Larry Broseh

[21-4308](#)

Public Hearing - Public Hearing and Consideration of a Request for a Specific Use Permit for a Gasoline Service Station on Approximately 1.168 Acres Known as Lot 1, Block 1 of Bridges Addition and Lot 1, Block 1 of English Park Addition, Located at 1901 & 1911 FM 157; Cody Moore of CEI Engineering, Inc. (engineer) and Devan Pharis of Estacado Interests, LLC (Developer) on Behalf of Khawaja Haque of Hawk's Pantry Inc. and Anis G. & Nadia Khalil (Owners) (SUP#21-005)

Jason Alexander presented the item and answered Council questions. The consultant for Murphy USA answered Council questions.

Mayor Evans opened the public hearing at 7:46 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:46 p.m.

A motion was made by Council Member Lewis to approve the request for a Specific Use Permit with the conditions that a central feature or community space in the form of patio seating area or plaza with benches be provided on the north side of the convenience store, to be approved by the Director of Planning as required by Chapter 155.092 (M) of the Code of Ordinances. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

[21-4306](#)

Public Hearing - Public Hearing on an Annexation of City of Mansfield Property, Being Approximately 58.628 Acres Situated in the M.D. Dickey Survey, Abstract No. 195, Johnson County, Texas, generally located approximately 270 feet north of Jessica Drive and approximately 1,210 feet south of Retta Road; City of Mansfield, owner (ZC#21-016)

Jason Alexander presented the item.

Mayor Evans opened the public hearing at 7:49 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:49 p.m.

PUBLIC HEARING AND FIRST READING

21-4294

Ordinance - Public Hearing and First Reading of an Ordinance to Consider a Zoning Change from Various Districts to D, Downtown District and Amending the Mansfield Code of Ordinances by Amending Special Purpose District Regulations and Creating a New Section 155.071 "Form-Based Code Districts" and Section 155.072 "D, Downtown District". The Amendments Necessary also Including Amending Certain Sections Necessary to Enable the D, Downtown District and Repealing C-4 Downtown District and All References Related Thereto

Assistant City Manager Matt Jones presented the background of this item. Jason Alexander presented the item and answered Council questions.

Mayor Evans opened the public hearing at 8:09 p.m. With no one wishing to speak, Mayor Evans continued the public hearing through second reading at 8:09 p.m.

A motion was made by Council Member Lewis to approve the first reading of the following ordinance with the condition of adding in the language that driveways for single family residences only shall be limited to 12 feet in width for the first 30 feet of lot depth:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, "ZONING", AS HERETOFORE AMENDED, BY AMENDING SPECIAL PURPOSE DISTRICT REGULATIONS AND CREATING A NEW SECTION 155.071 "FORM-BASED CODE DISTRICTS" AND SECTION 155.072 "D, DOWNTOWN DISTRICT" REGULATIONS AND THUS ADOPT BY REFERENCE A FORM-BASED CODE, CONTAINING ITS OWN USE CHART, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO "D", DOWNTOWN DISTRICT AND TO ADD SEPARATE ZONES WITHIN THE DISTRICT; AMENDING CERTAIN SECTIONS NECESSARY TO ENABLE THE D DOWNTOWN DISTRICT; REPEALING C-4 DOWNTOWN DISTRICT AND ALL REFERENCES RELATED THERETO; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

[21-4309](#)

Ordinance - Public Hearing and First Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 55.899 Acres out of the A. Bedford Survey, Abstract No. 60, Johnson County, TX, located at 2695 Howell Dr.; Sam Satterwhite of Engineering Concepts & Design, L.P. (engineer) and Terrance Jobe of Alluvium Development (developer) on behalf of William Troy and Brenda Sells Revocable Trust (owner) (ZC#21-010)

Jason Alexander presented the item and answered Council questions. Applicant Terrance Jobe answered questions.

Mayor Evans opened the public hearing at 8:42 p.m. With no one wishing to speak, Mayor Evans continued the public hearing through second reading at 8:42 p.m.

A motion was made by Council Member Lewis to approve the first reading of the following ordinance as discussed:

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[21-4233](#)

Ordinance - Public Hearing Continuation and Second and Final Reading of an Ordinance Approving a Change of Zoning From PD Planned Development District to PD Planned Development District for Eating Place with Drive-through Service Uses on Approximately 0.71 Acres Known as Lot 2, Block 1 of Broad Street Marketplace, Located at 3121 E Broad St.; Hailey Vaughn of Plaza Street Partners, LLC (Developer), on Behalf of Fernando De Leon of LG Broad Cannon, LLC (owner)

Jason Alexander presented the item and answered Council questions.

Mayor Evans continued the public hearing at 8:46 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:46 p.m.

A motion was made by Council Member Broseh to approve the second and final reading of the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 OF THE CODE OF ORDINANCES, "ZONING," 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 EATING PLACE WITH DRIVE-THROUGH SERVICE USES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: OR-2220-21

NEW BUSINESS

[21-4317](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting and Approving the Texas Term Sheet

Troy Lestina presented the item.

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 ADOPTING AND APPROVING THE TEXAS TERM SHEET

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

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

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3788-21

[21-4322](#)

Resolution - A Resolution Authorizing a Development Agreement with Meehan Properties for Public Improvements to Property Within Reinvestment Zone Number Two

Matt Jones presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE BOARD OF DIRECTORS OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, AND MEEHAN PROPERTIES 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: 5 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore and Michael Evans

Nay: 1 - Mike Leyman

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3789-21

[21-4330](#)

Resolution - A Resolution Authorizing a Development Agreement with JLB Partners, LLC for Public Improvements to Property Within Reinvestment Zone Number One

Matt Jones presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE BOARD OF DIRECTORS OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, AND JLB PARTNERS, LLC. AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 5 - Larry Broseh; Julie Short; Mike Leyman; Todd Tonore and Michael Evans

Nay: 1 - Casey Lewis

Absent: 1 - Tamera Bounds

Abstain: 0

Enactment No: RE-3790-21

[21-4327](#)

Discussion and Possible Action Regarding the Nomination of Candidates to Serve on the Board of Directors for the Tarrant County Appraisal District, Johnson County Appraisal District and Ellis County Appraisal District for Calendar Years 2022 and 2023

Troy presented the item. No action was taken.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:02 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

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

Nay: 0

Absent: 1 - Tamera Bounds

Abstain: 0

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4300

Agenda Date: 10/11/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from SF-7.5/12, Single-Family Residential and C-1, Neighborhood Business Districts to PD, Planned Development District for a Church and Other Church-Related Facilities, a Pre-School, Day Care, Education, Coffee Shop, Eating Place without Drive-Through Service and Other OP Uses as Allowed on Approximately 10.97 Acres, Being Lot 1R1, Block 1, Bethlehem Baptist Church Addition and a 0.1 Acre Tract Situated in the T.J. Hanks Survey, Abstract No. 644, City of Mansfield, Tarrant Co. TX, Addressed at 1188 W. Broad Street; Shank Architects, architect and Bethlehem Baptist Church, owner (ZC#21-013)

Requested Action:

To consider the subject zoning change request.

Recommendation:

The Planning and Zoning Commission held a public hearing on September 20, 2021 and voted 4 to 0 to approve, Commissioner Mainer abstaining.

Staff recommends approval.

Description/History

Existing Use: Church and church-related facilities

Existing Zoning: SF-7.5/12 and C-1

Surrounding Land Use & Zoning:

North - Vacant and single-family residential, SF-7.5/12

South - Vacant, single-family residential and Pioneer Place (multi-family residential), PR and PD

East - Vacant, SF-7.5/12

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

Thoroughfare Plan Specification:

W. Broad Street - 4-lane divided major arterial

Comments and Considerations

The subject property consists of 10.97 acres at the northwest corner of W. Broad Street and Morgan Road. The property is currently occupied by Bethlehem Baptist Church, including the existing worship center, gymnasium, education buildings, mission house and

other related structures.

The property is currently zoned SF-7.5/12 and C-1. The applicant is requesting to re-zone the property to PD, Planned Development District to accommodate a new church worship center and other church related facilities, a pre-school, day care, education, coffee shop, eating place without drive-through service and other OP uses as allowed.

Development Plan (Exhibit B)

In Phase 1, the applicant proposes a new worship and education building of 54,985 square feet. This building will replace the present worship center and community education center building. The new building will accommodate future expansions for a one-story fellowship hall in Phase 2 and a two-story youth building in Phase 3. A Detailed Site Plan approved by staff will be required for all future buildings on the property.

The applicant is using OP as the base zoning. As presented, the PD will require deviations from the OP regulations for architecture, landscaping and signage as described in the following sections.

Elevations have been provided for the Phase 1 worship and education building. The PD proposes that a Detailed Site Plan for each future building be approved by staff prior to the issuance of a building permit.

The existing trash dumpster will be relocated further to the rear of the property and screened with masonry materials that match the building.

Access and Parking (Exhibit B)

At present, the church has three existing driveways on W. Broad Street. Under the proposed development plan, the center and eastern driveway will be reconfigured to provide better circulation around the worship center. A new driveway will be installed on the north side of the property on Morgan Road.

Church parking must be provided at a ratio of 1 space for every 4 seats in the sanctuary. The new worship center will have 1,074 seats, requiring 269 parking spaces. Parking will be provided as follows:

Existing parking spaces: 117
Propose parking spaces: 228
Total parking: 345

Building Standards (Exhibit C)

Elevations for the Phase 1 worship and education building are shown on Exhibit C. The development plan indicates that the building will be 2-stories with a maximum height of 40 feet and a steeple with a height of 105 feet. The maximum height for an OP building is 35 feet, but the proposed elevations have a varied roofline to provide articulation. The steeple is exempt from a height limit, but an extra setback from the property line is required based on the steeple's height. The PD includes a deviation for the setback from W. Broad Street for the steeple to maintain the standard 25' setback.

The primary cladding is brick and cement plaster (stucco) siding as shown on Sheets C-1 and C-2. Stone veneer and cast stone panels are accent materials to break up the facades. The standard masonry requirement in Section 155.056(A) for structures in the OP District is a minimum of 70% masonry materials. The PD proposes allowing a minimum of 30% masonry materials and a maximum of 40% of masonry-like materials as the construction material standard.

The main entryway has a canopy with plaster fascia supported by brick columns with stone veneer on the bases. The steeple structure is supported by four gables with plaster, a brick base and metal steeple.

Section 155.056(E) requires certain architectural attributes for buildings in the OP District to address the visual impact of long uninterrupted walls or rooflines by providing a minimum amount of variations according to the size of the structure. Non-residential buildings must be architecturally finished on all four sides with the same materials, detailing and features.

All four facades use the same construction materials, though not in the same quantities. However, there is sufficient masonry on each façade to meet the intent of the architectural standards. The west elevation has the least amount of masonry (approximately 30.8%), but it faces the existing education building and gymnasium and will be modified with the Phase 3 expansion. To help break up the 2-story brick wall on the north elevation, the applicant has added cast stone lintels and sills to the windows, stone wainscoting, and cast stone quoins on the corner of the wall.

Landscaping and Screening (Exhibit D)

Landscaping and screening will be provided as shown on Sheets D-1 and D-2. The landscaping for the parking lots and buffer yards generally complies with the requirements of the Zoning Ordinance. Foundation plantings are proposed along the front façade.

Along the west property line is an existing line of trees. The applicant proposes to preserve these trees as shown on Sheet D-2. Some of the existing trees in the parking lot and buffer yards will also be retained.

Ground-mounted and roof-mounted equipment serving the property will be screened according to the Zoning Ordinance.

Signage (Exhibit E)

The applicant proposes one monument sign in front of the worship and education building with a maximum height of 12 feet, maximum width of 17.5 feet, and a maximum sign area of 128 square feet. The sign includes a 4-foot stone base, 4-foot brick sign panel and a 3-foot, 8-inch electronic message board as shown on Exhibit E. The applicant is also requesting wall plaque signs similar to those on the existing buildings to identify the buildings on the property. The church's existing freestanding signs along W. Broad Street will be removed.

Under the sign regulations, the church would be allowed to have two monument signs with a maximum height of 10 feet, maximum width of 10 feet and a maximum sign area of 50 square feet. The dimensions of the proposed sign are approximately the same as two standard monument signs combined together. The proposed sign is in scale with the size and in keeping with the appearance of the development.

Summary

The church is an established land use for this property. The expansion of church facilities is compatible with the neighborhood. With OP as the base zoning, the PD allows for future OP uses that may serve the church congregation or the neighborhood, such as a day care.

While the proposed elevations of the new building do not meet all of the OP requirements, they employ architectural features and materials on all four facades to mitigate for the articulation and masonry requirements.

The proposed sign plan eliminates multiple signs on the property and consolidates them into one larger sign. The sign is compatible and in scale with the church.

Prepared By

Art Wright, Planner II
817-276-4226

Attachments

Maps and Supporting Information
Ordinance
Exhibit A
Exhibits B - E

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR A CHURCH AND OTHER CHURCH-RELATED FACILITIES, A PRE-SCHOOL, DAY CARE, EDUCATION, COFFEE SHOP, EATING PLACE WITHOUT DRIVE-THROUGH SERVICE AND OTHER OP USES AS ALLOWED; 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 District for a Church and Other Church-Related Facilities, a Pre-School, Day Care, Education, Coffee Shop, Eating Place without Drive-Through Service and Other OP Uses as allowed; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

FIRST READING APPROVED ON THE 11TH DAY OF OCTOBER, 2021.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 25TH DAY OF OCTOBER, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney

EXHIBIT A

Being a 10.97 acre tract of land situated in the T.J. Hanks Survey, Abstract No. 644, Tarrant County, Texas and being all of Lot 1R1, Block A, Bethlehem Baptist Church Addition, as recorded in Document Number D213242716, Plat Records, Tarrant County, Texas, and a tract of land described to Bethlehem Baptist Church of Mansfield Inc., as recorded in Document Number D214003320, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod with yellow cap stamped "DUNAWAY", being in the westernmost corner of said Lot 1R1, the north corner of a tract of land described to Toney Turner and wife, Kristina Turner, as recorded in Document Number D219217840, Deed Records, Tarrant County, Texas, also being in the south line of a tract of land described to Clifton Douglas, as recorded in Volume 15140, Page 476, Deed Records, Tarrant County, Texas;

THENCE North 59°55'10" East, along said south line and the north line of said Lot 1R1, a distance of 487.66 feet to a point, being in the south line of a tract of land described to O. C. Smith, Jr. and wife, Barbara Jean Smith, as recorded in Volume 5249, Page 875, Deed Records, Tarrant County, Texas and said north line, being a common line;

THENCE North 60°07'14" East, continuing along said common line, a distance of 210.67 feet to a point, being the southeast corner of said Smith tract;

THENCE North 30°05'26" West, continuing with said common line, a distance of 101.50 feet to a point, being in the southwest corner of a tract of land described to Glover Charles Brown and wife, Linda Marie Brown, as recorded in Volume 8118, Page 1203, Deed Records, Tarrant County, Texas;

THENCE North 60°07'49" East, along the southeast line of said Brown Tract and said North line, a distance of 538.30 feet to point, being in the northeast corner of said Brown Tract and the west public right-of-way line of Morgan Road (having a 60 foot right-of-way);

THENCE South 34°02'49" East, along the east line of said Lot 1R1 and said west public right-of-way line, being a common line, a distance of 101.90 feet to a point;

THENCE South 34°02'14" East, continuing along said common line, a distance of 49.95 feet to a point;

THENCE South 34°02'49" East, a distance of 189.55 feet to a point, being in the intersection of said west public right-of-way line and the north public right-of-way line of W Broad Street (having a variable width right-of-way), for the beginning of a non-tangent curve to the right having a radius of 1,327.27 feet, a central angle of 15°45'12" and a long chord which bears South 44°16'12" West, 363.78 feet;

THENCE leaving said common line, along said north public right-of-way line and the south line of said Lot 1R1, being a common line, along said non-tangent curve to the right, a distance of 364.93 feet to a point;

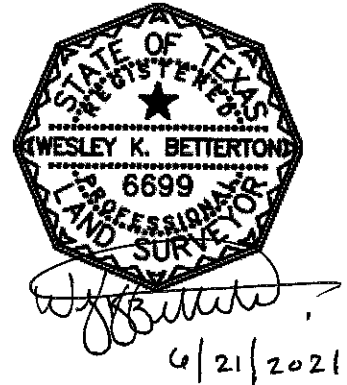
THENCE South 50°53'18" West, continuing along said common line, a distance of 3.56 feet to a point;

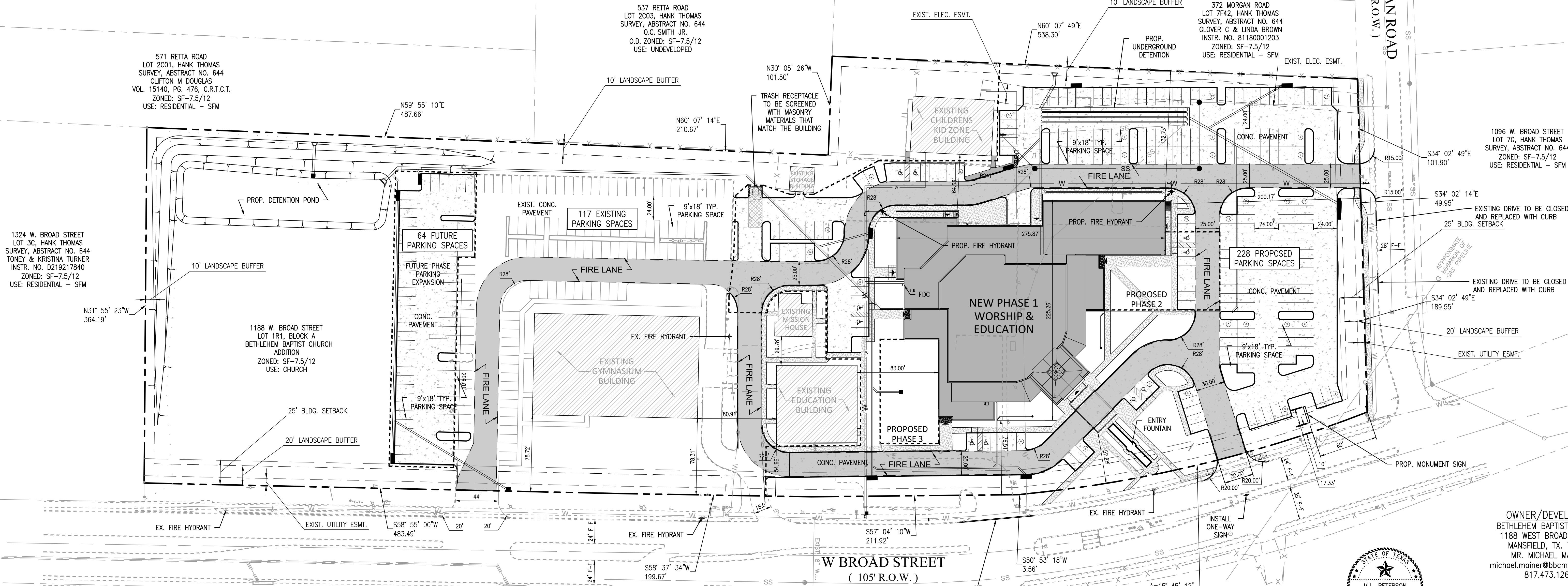
THENCE South 57°04'10" West, a distance of 211.92 feet to a point;

THENCE South 58°37'34" West, a distance of 199.67 feet to a point;

THENCE South 58°55'00" West, a distance of 483.49 feet to a point, being in the east line of said Turner tract, from which a found 5/8 inch iron rod with yellow cap stamped "DUNAWAY" bears North 31°55'23 West, a distance of 0.97;

THENCE North 31°55'23 West, leaving said common line, along said east line and the west line of said Lot 1R1, a distance of 364.19 feet to the **POINT OF BEGINNING** and **CONTAINING** 477,821 square feet, 10.97 acres of land, more or less.





1324 W. BROAD STREET
LOT 3C, HANK THOMAS
SURVEY, ABSTRACT NO. 644
TONEY & KRISTINA TURNER
INSTR. NO. D219217840
ZONED: SF-7.5/12
USE: RESIDENTIAL - SFM

1188 W. BROAD STREET
LOT 1R1, BLOCK A
BETHLEHEM BAPTIST CHURCH
ADDITION
ZONED: SF-7.5/12
USE: CHURCH

1340 W BROAD STREET
TRACT 4, HANK THOMAS SURVEY,
ABSTRACT NO. 644
NELLYE WALKER
VOL. 7211, PG. 0338, C.R.T.C.T.
ZONED: PR
USE: UNDEVELOPED

1301 W BROAD STREET
LOT 1, BLOCK 1,
SANDOVAL ADDITION
SANDOVAL NERIA L
SANDOVAL MELISSA
INSTR. NO. D211087126
ZONED: PR
USE: RESIDENTIAL - SFM

1157 & 1259 W BROAD STREET
TRACT 4 & 4B02, HANK THOMAS
SURVEY, ABSTRACT NO. 644
SANDOVAL-GARCIA NERIA LIZETH
PEREZ JOSE MANUEL GARCIA
INSTR. NO. D220157640
ZONED: PR
USE: RESIDENTIAL - SFM

1243 W BROAD STREET
TRACT 4A, HANK THOMAS
SURVEY, ABSTRACT NO. 644
TOAD & EVELYN LAWSON, ETAL
INSTR. NO. D209101388
ZONED: PR
USE: RESIDENTIAL - SFM

1197 W. BROAD STREET
LOT 1R, BLOCK 1,
PIONEER PLACE ADDITION
BETHLEHEM PIONEER PLACE LP
INSTR. NO. D219101556
ZONED: PD 2038-17
USE: RESIDENTIAL - RTR

1101 W BROAD STREET
TRACT 7, HANK THOMAS SURVEY,
ABSTRACT NO. 644
MARY ANN BROWN JOHNSTON
VOL. 8999, PG. 2110, C.R.T.C.T.
ZONED: PR
USE: UNDEVELOPED

EXISTING WORSHIP SEATING COUNT: 560 SEATS
NEW WORSHIP SEATING COUNT: 1,074 SEATS (1,064 + 10 ACCESSIBLE)

SITE PARKING SUMMARY			
REQUIRED PARKING	EXISTING (RETAINED)	PHASE 1 (NEW)	TOTAL
CHURCH = (1 PER 4 SEATS)	117 SPACES	228 SPACES	345 SPACES
TOTAL REQUIRED	N/A	269 SPACES	269 SPACES
TOTAL PROVIDED	117 SPACES	228 SPACES	345 SPACES
ACCESSIBLE / VAN ACCESSIBLE REQUIRED	5 SPACES	7 SPACES (2 OF THE 7 - VAN ACCESS.)	8 SPACES - 2 VAN ACCESS.
ACCESSIBLE / VAN ACCESSIBLE PROVIDED	6 SPACES (1 OF THE 6 - VAN ACCESS.)	8 SPACES (2 OF THE 8 - VAN ACCESS.)	14 SPACES (3 OF THE 14 - VAN ACCESS.)

PARKING SHALL BE ADJUSTED FOR FUTURE MODIFICATIONS TO THE SEATING CAPACITY OF THE WORSHIP CENTER TO MAINTAIN COMPLIANCE WITH THE REQUIRED 1:4 PARKING RATIO.

- PD DEVELOPMENT ZONING NOTES:
- THE BASE ZONING OF THE PLANNED DEVELOPMENT IS PD, OFFICE PARK DISTRICT. PERMITTED USES IN THE BETHLEHEM BAPTIST CHURCH PLANNED DEVELOPMENT SHALL BE A CHURCH, AND OTHER CHURCH RELATED FACILITIES, A PRE-SCHOOL, DAY CARE, EDUCATION, COFFEE SHOP EATING PLACE WITHOUT DRIVE-THROUGH SERVICE AND OTHER OF USES AS ALLOWED. THE FOLLOWING MATERIALS AND FEATURES SHALL ALSO BE PERMITTED AS PART OF THE PLANNED DEVELOPMENT.
- SIGNAGE SHALL CONFORM TO EXHIBIT E, SIGN EXHIBIT. MONUMENT SIGN SHALL BE LOCATED ALONG THE W. BROAD STREET THOROUGHFARE AND AS APPROVED BY THE CITY ZONING ORDINANCE AND SIGN STANDARDS.
 - A REFLECTION POOL AND FOUNTAIN SHALL BE ALLOWED ALONG THE ENTRY AXIS OF THE MAIN WORSHIP CENTER BUILDING ENTRANCE FRONTING ON W. BROAD STREET.
 - BUILDING MATERIALS AND FEATURES SHALL BE ALLOWED AS SHOWN ON ARCHITECTURAL EXHIBIT "C", BUILDING ELEVATIONS.
 - CHURCH WORSHIP CENTER BUILDING SHALL HAVE 1 DUMPSTER WITH MASONRY SCREENING TO MATCH THE BUILDING.
 - NO BUILDING PERMIT MAY BE ISSUED, NOR CONSTRUCTION COMMENCED, WITHOUT FIRST OBTAINING APPROVAL OF A DETAILED SITE PLAN FOR THE FUTURE BUILDINGS. THE DIRECTOR OF PLANNING MAY APPROVE A DETAILED SITE PLAN ADMINISTRATIVELY OR MAY ELECT TO PRESENT THE DETAILED SITE PLAN TO THE CITY COUNCIL FOR APPROVAL. THE COUNCIL MAY APPROVE THE DETAILED SITE PLAN BY A MAJORITY VOTE AT ONE (1) MEETING.
 - THIS DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND ALL DEVELOPMENT PLANS RECORDED HEREUNDER SHALL BE BINDING UPON THE APPLICANT THEREOF, HIS SUCCESSORS AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.

- SITE DEVIATIONS - ZONING VARIANCES
- MAXIMUM HEIGHT: ALLOW A MAXIMUM BUILDING HEIGHT FOR THE CHURCH - CURRENT AND FUTURE - OF 60'-0" TO THE TOP OF BUILDING PARAPETS, EXCLUDING THE STEEPLE WITH CROSS.
 - MINIMUM SETBACK ABUTTING STREET: MINIMUM SETBACK FROM STREET IS 25 FEET.

PD DEVELOPMENT LANDSCAPE NOTES:

THE LANDSCAPE REQUIREMENTS FOR THE 10.97 ACRES SITE WILL BE IN SUBSTANTIAL CONFORMANCE WITH LANDSCAPE REQUIREMENTS SECTION 155.092 OF THE CITY OF MANSFIELD ZONING ORDINANCE.

SITE SUMMARY TABLE			
GENERAL SITE DATA	CURRENT (EXISTING)	PHASE 1 (PROPOSED)	TOTAL (COMBINED)
ZONING	SF-7.5/12	PD - PLANNED DEVELOPMENT	PD
LAND USE	CHURCH	CHURCH	CHURCH
LOT AREA	477,821 S.F. / 10.97 ACRES	477,821 S.F. / 10.97 ACRES	477,821 S.F. / 10.97 ACRES
TOTAL BLDG AREAS (EXISTING)	GYMNASIUM 17,571 S.F. EDUCATION 6,565 S.F. MISSION HSE 1,468 S.F. CHILDREN'S 4,751 S.F. STORAGE 635 S.F. TOTAL 30,990 S.F.	WORSHIP & EDUCATION TOTAL 54,985 S.F. FOOTPRINT 41,511 S.F.	85,975 S.F.
TOTAL BLDG AREAS (PHASE 1)	-----	WORSHIP & EDUCATION TOTAL 54,985 S.F. FOOTPRINT 41,511 S.F.	-----
BUILDING HTS.	AVG. HTS. VARY FROM 12 FT. TO 16 FT. (ALL 1-STORY)	PHASE 1: 40' (2-STORY)	-----
STEEPLE HT. (PHASE 1)	-----	105'	-----
FLOOR AREA RATIO	6.48%	8.68%	15.17%
LOT COVERAGE	0.06:1	0.11:1	0.18:1
SETBACKS	25' STREET FRONTAGE (FROM PROPERTY LINE)	SAME	-----

OWNER/DEVELOPER
BETHLEHEM BAPTIST CHURCH
1188 WEST BROAD STREET
MANSFIELD, TX. 76063
MR. MICHAEL MAINER
michael.mainer@bbcmansfield.org
817.473.1263

ARCHITECT
SHANKS ARCHITECTS
901 MAIN STREET, SUITE 6250
DALLAS, TX. 75202
MR. J. DAVID SHANKS
david@shanksarchitects.com
972.788.9300

ENGINEER
GRAHAM ASSOCIATES, INC
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TX. 76011
MR. MICHAEL PETERSON, PE
mpeterson@grahamcivil.com
817.640.8535

STATE OF TEXAS
M.L. PETERSON
92728
LICENSED PROFESSIONAL ENGINEER
09/01/2021

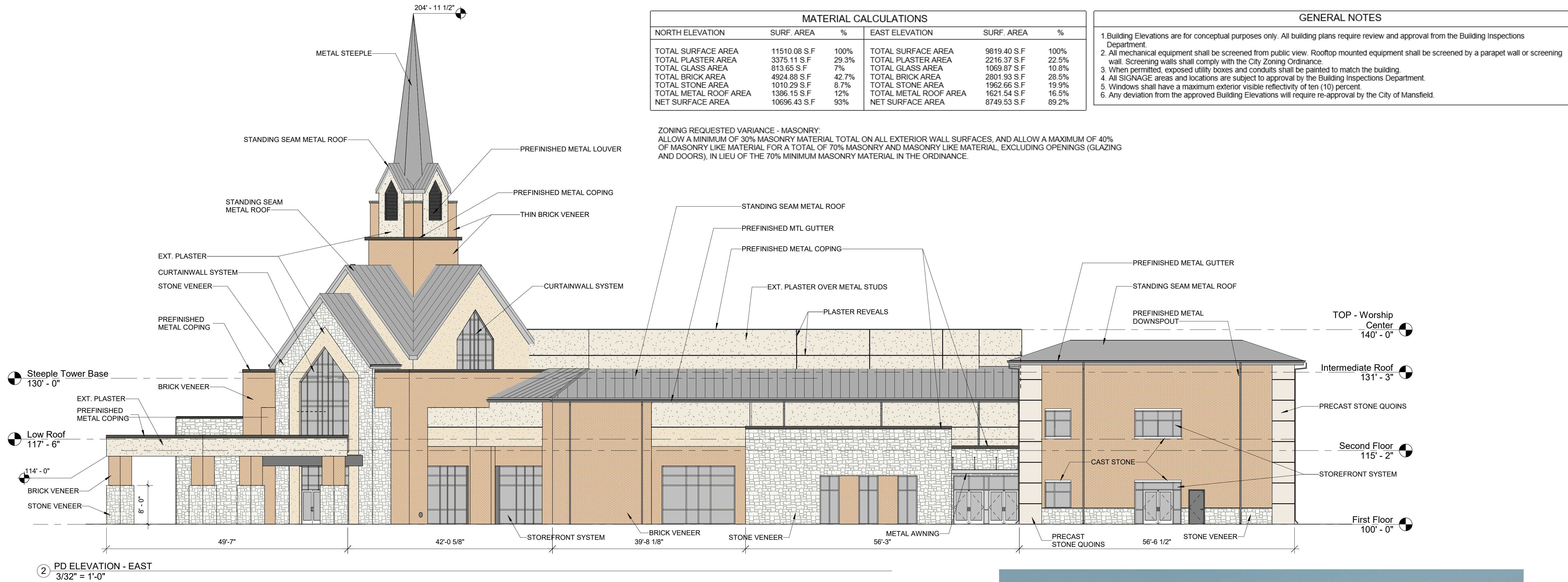
GRAPHIC SCALE 1"=50'
50 0 50 100

EXHIBIT B
ZONING CASE NO. #ZC 21-013
DEVELOPMENT PLAN
BETHLEHEM BAPTIST CHURCH
LOT 1R1, BLOCK A
BETHLEHEM BAPTIST CHURCH ADDITION
AND A 0.1 TRACT OF LAND SITUATED IN THE
T.J. HANKS SURVEY, ABSTRACT NO. 644
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS
JULY 1ST, 2021
10.97 ACRES

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

BETHLEHEM BAPTIST CHURCH

C:\Users\DWaite\Documents\201902 Bethlehem Baptist CD Model 2021-08-12_dwateCNVVU.rvt 8/17/2021 6:00:58 PM



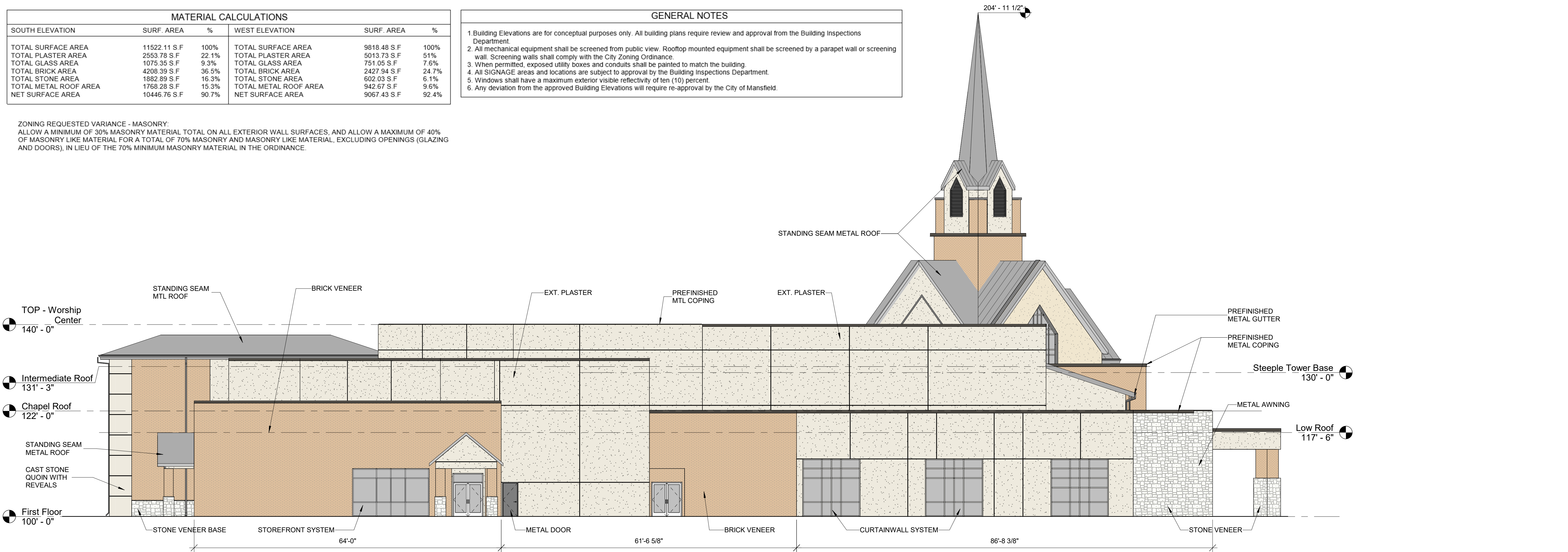
SA JOB #: 201902		
No.	Date	Revision

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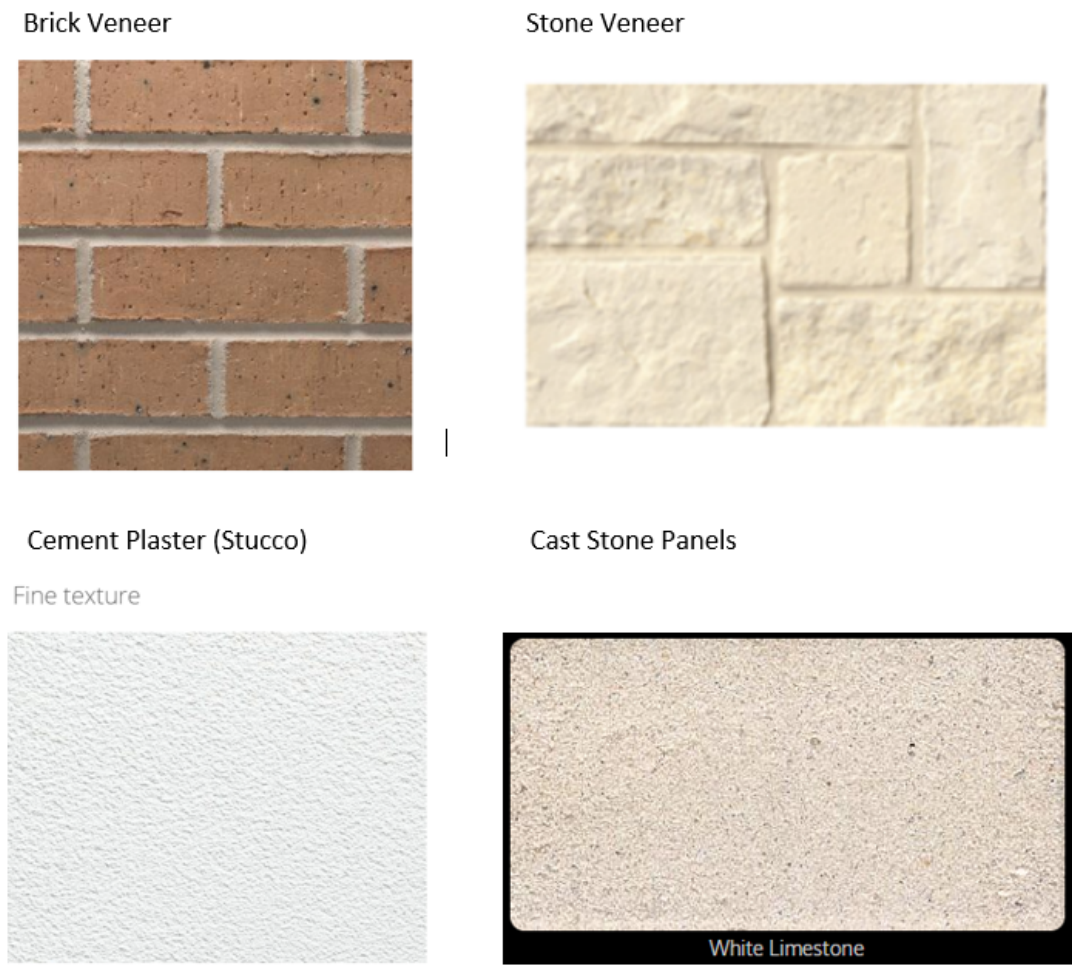
MATERIAL CALCULATIONS					
SOUTH ELEVATION	SURF. AREA	%	WEST ELEVATION	SURF. AREA	%
TOTAL SURFACE AREA	11522.11 S.F	100%	TOTAL SURFACE AREA	9818.48 S.F	100%
TOTAL PLASTER AREA	2553.78 S.F	22.1%	TOTAL PLASTER AREA	5013.73 S.F	51%
TOTAL GLASS AREA	1075.35 S.F	9.3%	TOTAL GLASS AREA	751.05 S.F	7.6%
TOTAL BRICK AREA	4208.39 S.F	36.5%	TOTAL BRICK AREA	2427.94 S.F	24.7%
TOTAL STONE AREA	1882.89 S.F	16.3%	TOTAL STONE AREA	502.03 S.F	6.1%
TOTAL METAL ROOF AREA	1768.28 S.F	15.3%	TOTAL METAL ROOF AREA	942.67 S.F	9.6%
NET SURFACE AREA	10446.76 S.F	90.7%	NET SURFACE AREA	9067.43 S.F	92.4%

ZONING REQUESTED VARIANCE - MASONRY:
ALLOW A MINIMUM OF 30% MASONRY MATERIAL TOTAL ON ALL EXTERIOR WALL SURFACES, AND ALLOW A MAXIMUM OF 40% OF MASONRY LIKE MATERIAL FOR A TOTAL OF 70% MASONRY AND MASONRY LIKE MATERIAL, EXCLUDING OPENINGS (GLAZING AND DOORS), IN LIEU OF THE 70% MINIMUM MASONRY MATERIAL IN THE ORDINANCE.

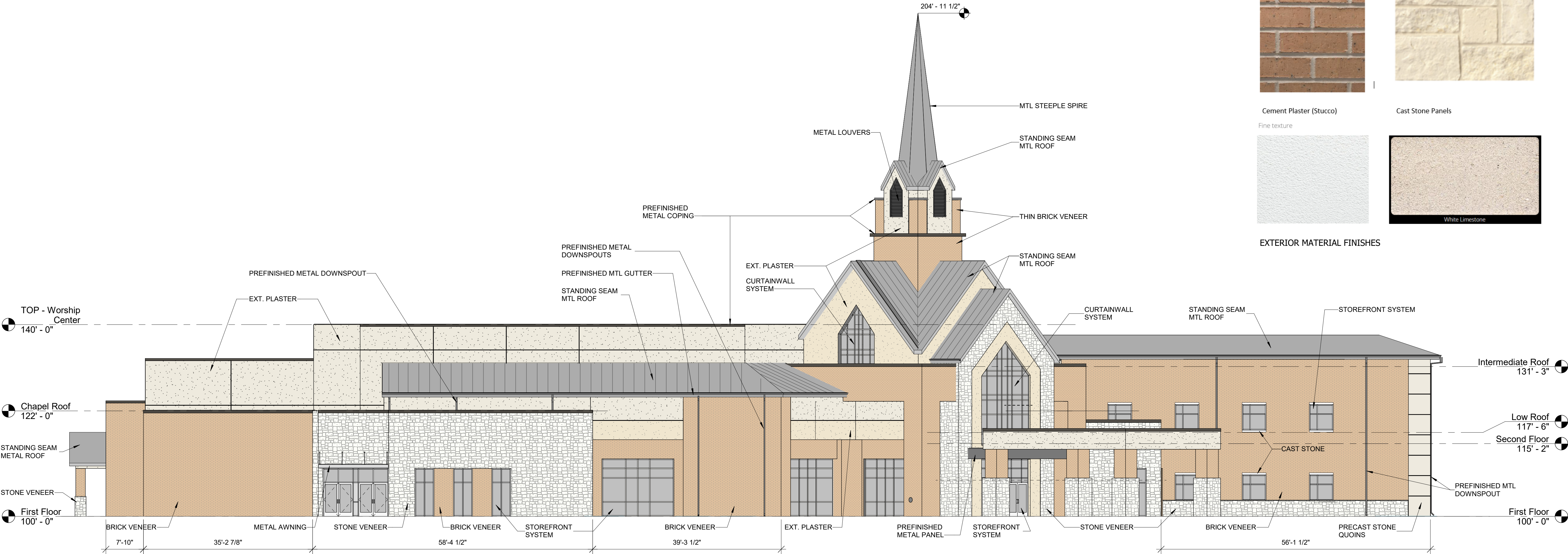
GENERAL NOTES	
1. Building Elevations are for conceptual purposes only. All building plans require review and approval from the Building Inspections Department.	
2. All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall comply with the City Zoning Ordinance.	
3. When permitted, exposed utility boxes and conduits shall be painted to match the building.	
4. All SIGNAGE areas and locations are subject to approval by the Building Inspections Department.	
5. Windows shall have a maximum exterior visible reflectivity of ten (10) percent.	
6. Any deviation from the approved Building Elevations will require re-approval by the City of Mansfield.	



2 PD ELEVATION - WEST
3/32" = 1'-0"



EXTERIOR MATERIAL FINISHES



1 PD ELEVATION - SOUTH
3/32" = 1'-0"

CASE: ZC#21-013

SHANKS

ARCHITECTS

901 Main Street Suite 6250
Dallas, Texas 75202

972.788.9300
(f) 214.594.5498

© 2021 Shank Architects, Inc.

This Drawing is released under the authority of:
J. David Shanks
Texas Registration: #7058
This Drawing is incomplete and may not be used for Regulatory Approval, Permit or Construction.



BETHLEHEM BAPTIST CHURCH

New Worship Center / Chapel / Educational Wing

1188 West Broad Street
Mansfield, TX 76063

ZONING SUBMISSION

SA JOB #: 201902		
No.	Date	Revision

DATE OF ISSUE:
08.19.2021

PLANNED
DEVELOPMENT
ELEVATIONS

C-2

C MANSFIELD LANDSCAPE NOTES

Landscaping Maintenance: The property owner, tenant or agent, shall be responsible for the maintenance of all required landscaping in a healthy, neat, orderly and live-growing condition at all times. This shall include mowing, edging, pruning, fertilizing, irrigation, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such materials not a part of the landscaping. Plant materials that die shall be replaced with plant materials of similar variety and size.

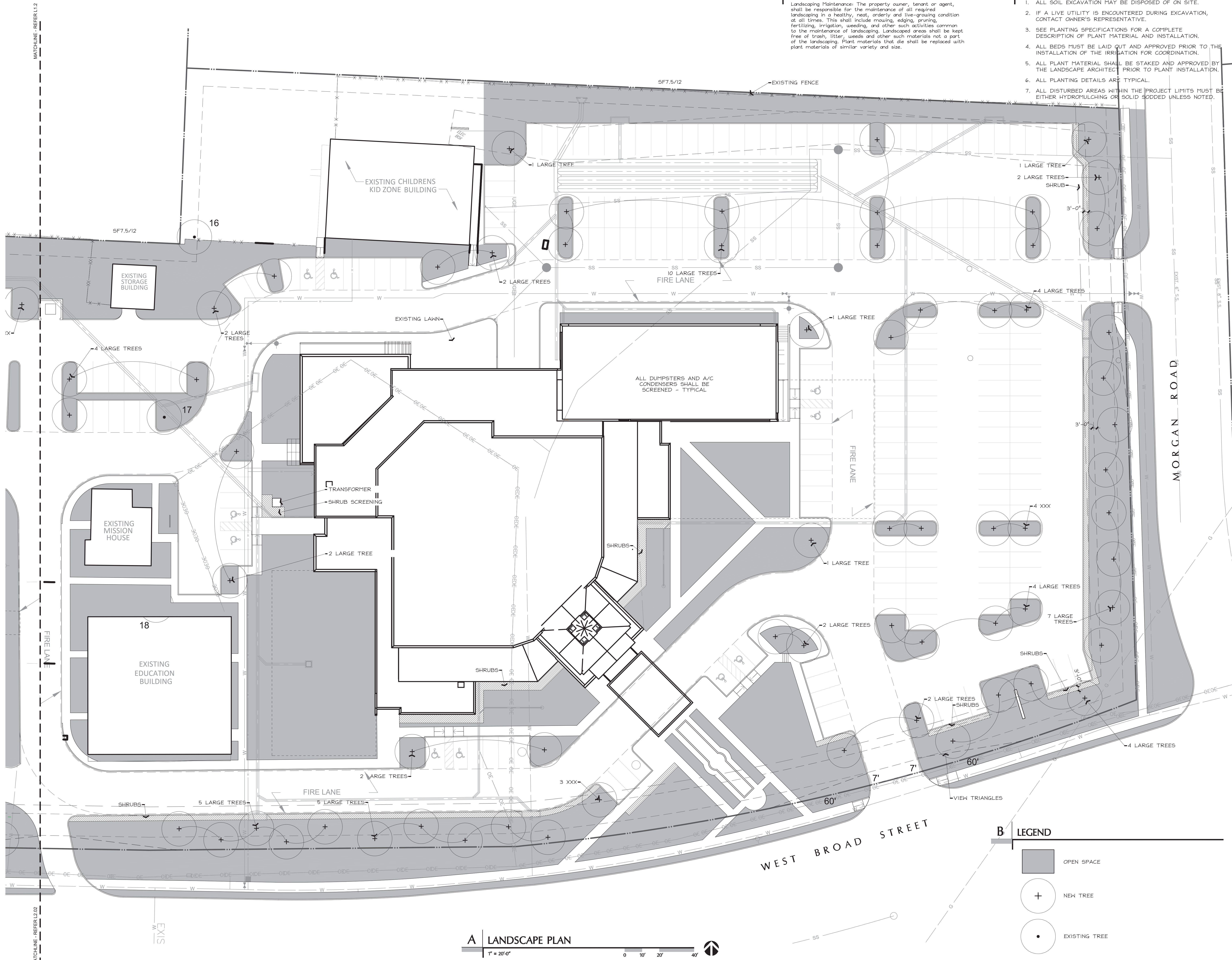
D PLANTING GENERAL NOTES

1. ALL SOIL EXCAVATION MAY BE DISPOSED OF ON SITE.
2. IF A LIVE UTILITY IS ENCOUNTERED DURING EXCAVATION, CONTACT OWNER'S REPRESENTATIVE.
3. SEE PLANTING SPECIFICATIONS FOR A COMPLETE DESCRIPTION OF PLANT MATERIAL AND INSTALLATION.
4. ALL BEDS MUST BE LAID OUT AND APPROVED PRIOR TO THE INSTALLATION OF THE IRRIGATION FOR COORDINATION.
5. ALL PLANT MATERIAL SHALL BE STAKED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION.
6. ALL PLANTING DETAILS ARE TYPICAL.
7. ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS MUST BE EITHER HYDROMULCHING OR SOLID SODED UNLESS NOTED.



6976 Santa Barbara
Dallas, Texas 75124
214-739-3226
mike@kendall7.com

BETHLEHEM BAPTIST CHURCH
1188 WEST BROAD STREET
MANSFIELD, TEXAS



A LANDSCAPE PLAN

1" = 20'-0"

0 10' 20' 40'



B LEGEND

- OPEN SPACE
- NEW TREE
- EXISTING TREE

Seal

Revisions

Issue Date

19 August 2021

Sheet Name

LANDSCAPE PLAN - EAST

Sheet Number

D1

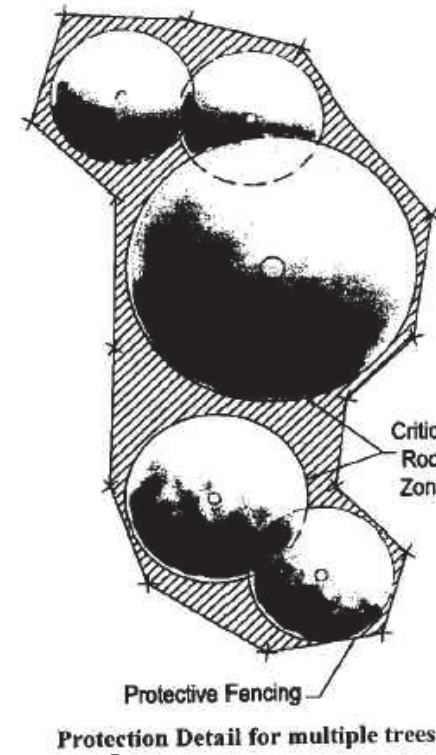
BETHLEHEM BAPTIST CHURCH
MANSFIELD, TEXAS

B LEGEND

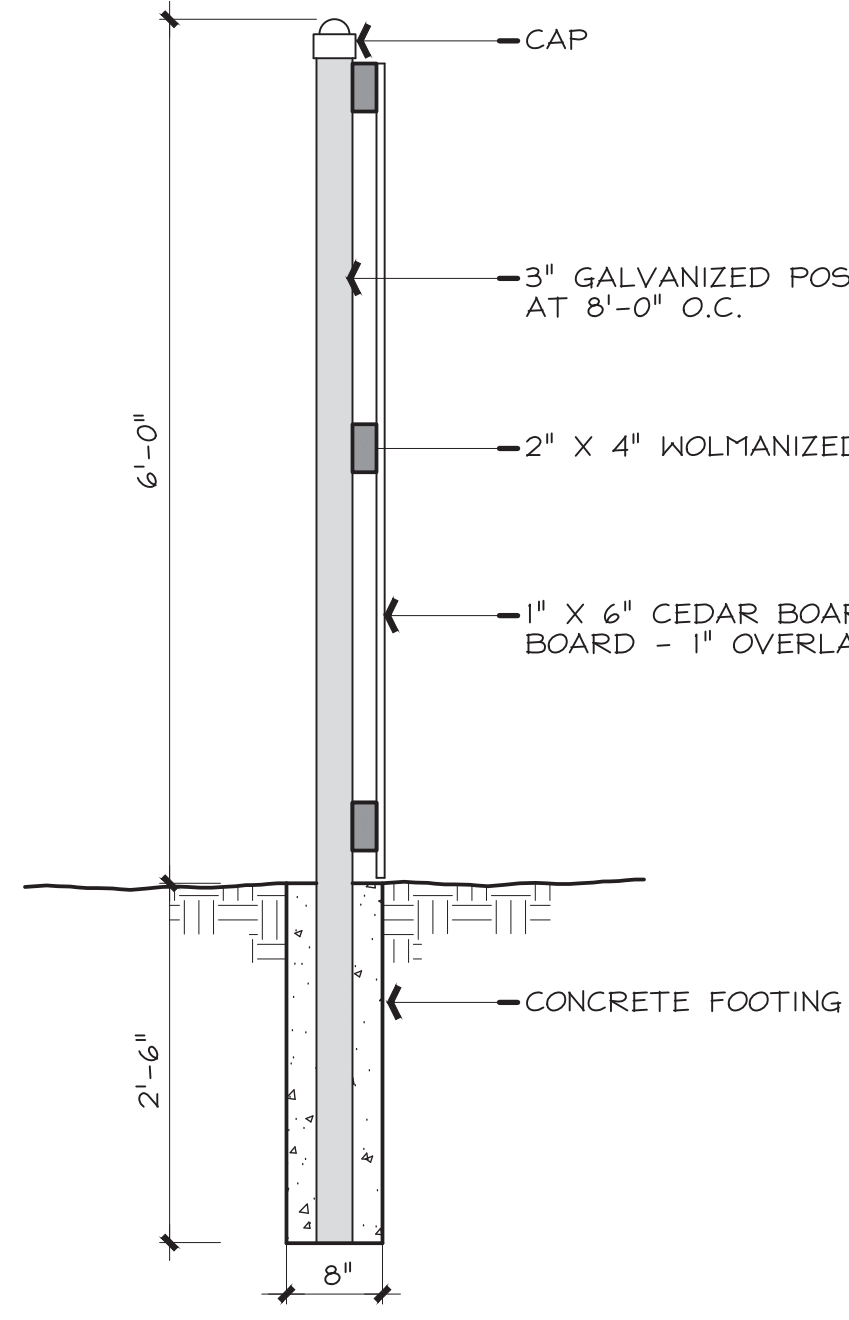
- OPEN SPACE
- NEW TREE
- EXISTING TREE



Protection Detail for a single tree

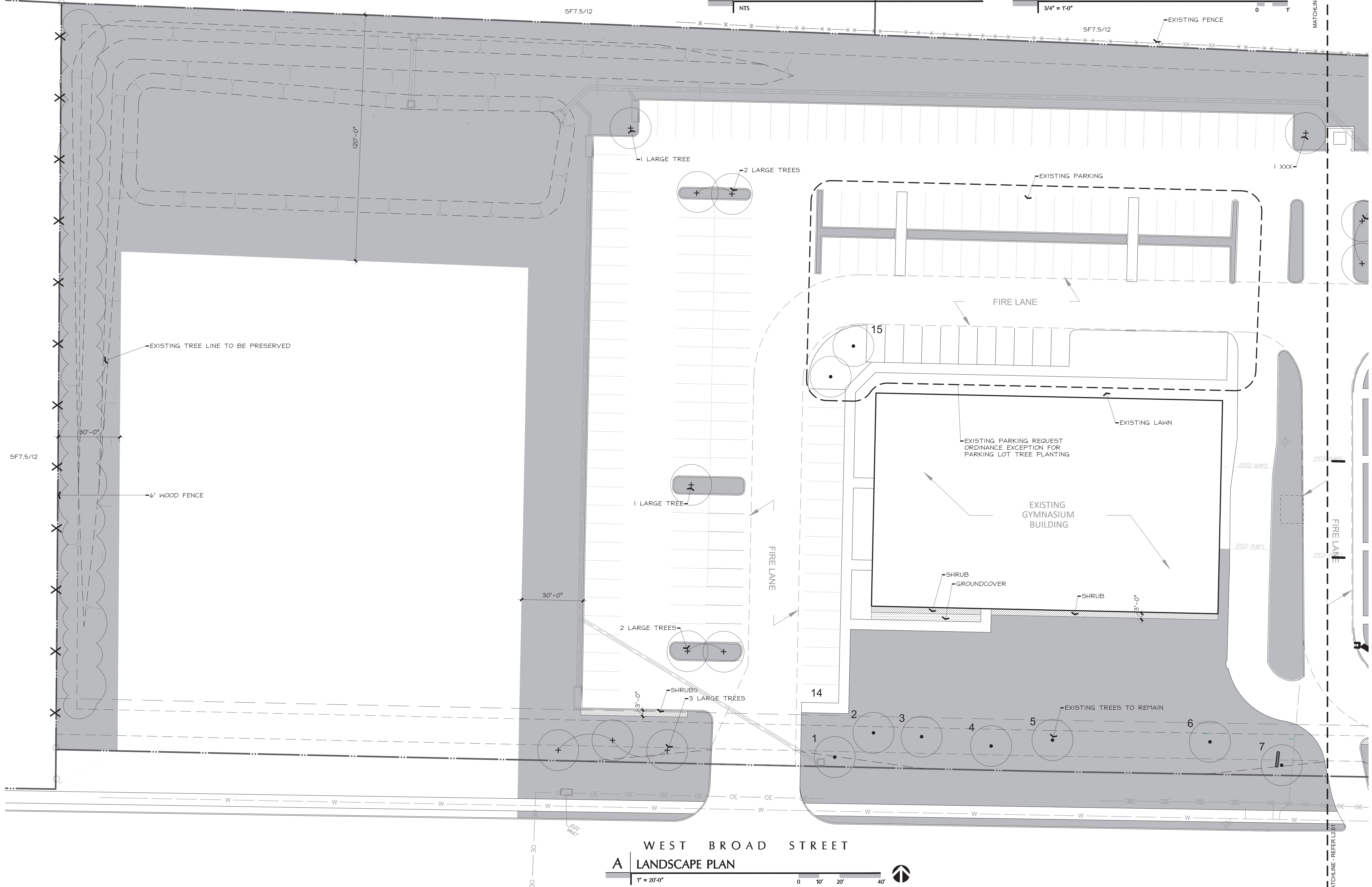


Protection Detail for multiple trees



D WOOD FENCING - SECTION

C TREE PROTECTION FENCING



A WEST BROAD STREET
LANDSCAPE PLAN

Seal

Revisions

Issue Date
19 August 2021

Sheet Name
LANDSCAPE PLAN - WEST

Sheet Number
D2



Monument sign is to have two faces back to back in accordance with 155.090 (C (2) 15 of the Sign Standards.

SIGN DEVIATIONS:

1. SIGN SIZE: Maximum Sign Area: 128 square feet
Maximum Height: 12 feet
Maximum Width: 17.5 feet

DIRECTORY WALL SIGNS MAY BE USED TO IDENTIFY EACH BUILDING / BLDG ENTRANCE SIMILAR TO WALL SIGNS CURRENTLY PRESENT ON EXISTING BUILDINGS.

**WORSHIP &
HOSPITALITY
ENTRY**
SOUTH ENTRANCE

APPROX. WIDTH 1'-8"

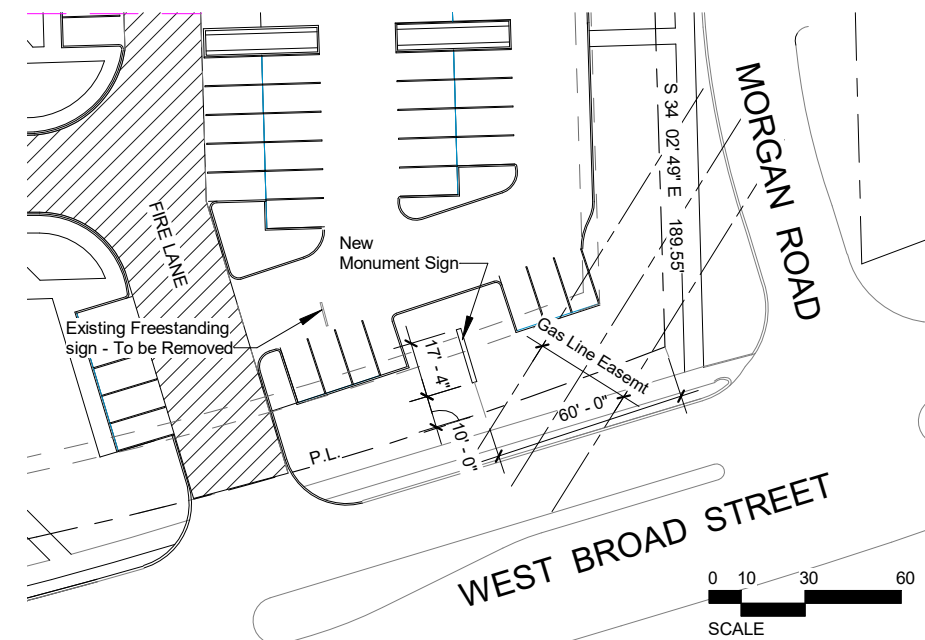
**CHURCH
OFFICES**
EAST ENTRANCE

APPROX. WID 1'-2"

WALL PLAQUE SIGN EXAMPLES



CURRENT BLDG WALL SIGN



SITE - SIGN LOCATION

CASE: ZC#21-013

This Drawing Is Released
Under The Authority of:
J. David Shanks
Texas Registration: #7058

S H A N K S
A R C H I T E C T S

901 MAIN STREET #6250
DALLAS, TEXAS 75202
972.788.9300



BETHLEHEM BAPTIST CHURCH

New Worship Center / Chapel / Offices / Education Wing

Phone: 817-473-1236
Fax: 817-477-4810

1188 West Broad Street
Mansfield, TX 76063

**ZONING
SUBMISSION**
Monument Sign -
Exhibit E

E-1

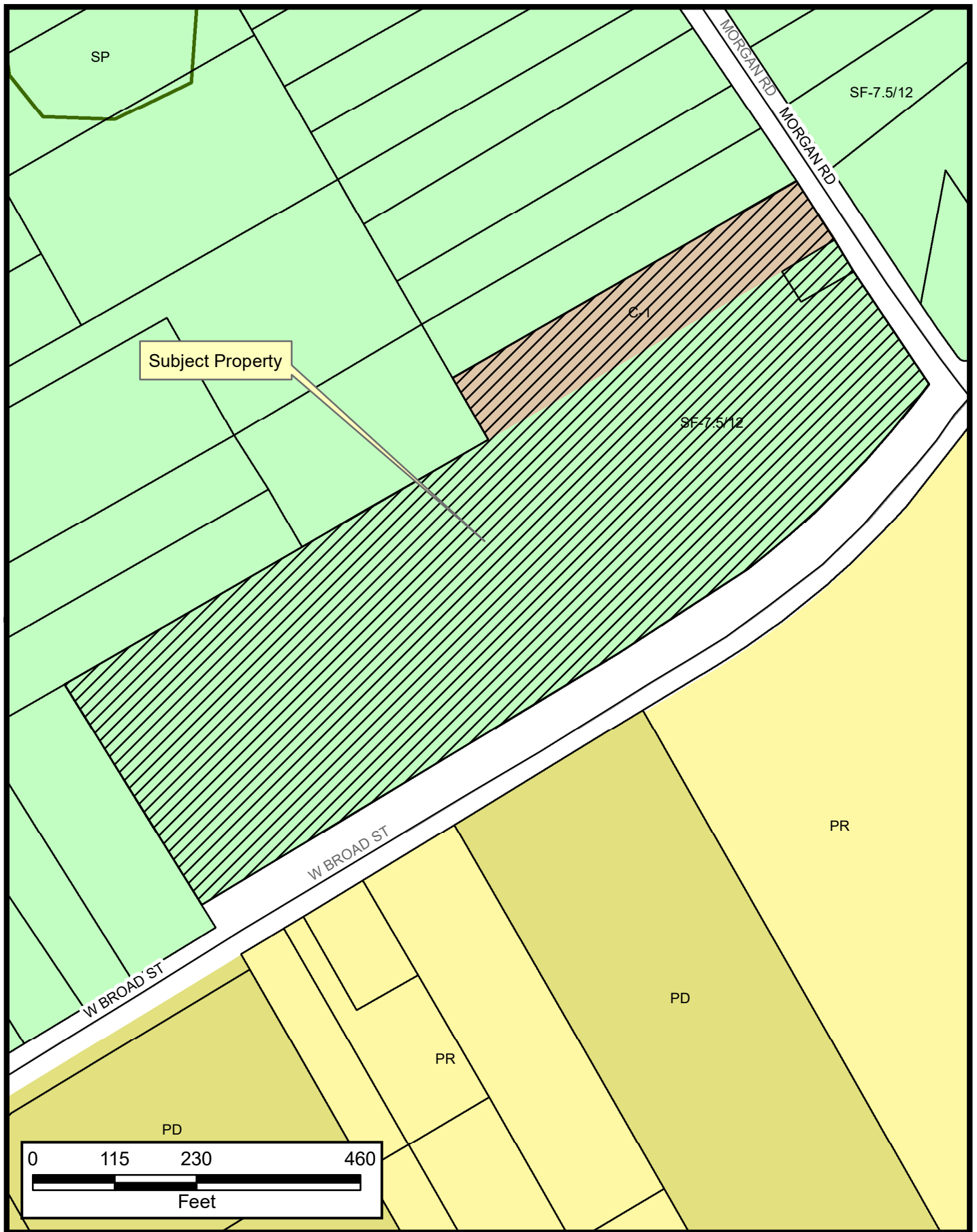
08/19/2021



ZC#21-013

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.

8/24/2021



Property Owner Notification for ZC#21-013

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
BETHLEHEM BAPTIST CHURCH ADDN	BLK A	BETHLEHEM BAPT CH MANSFIELD	1188 W BROAD ST	MANSFIELD, TX	76063-4508
HANKS, THOMAS J SURVEY	A 644	HAMILTON, LIONEL	7801 CHANTILLY LN	FORT WORTH, TX	76134-4601
HANKS, THOMAS J SURVEY	A 644	BETHLEHEM BAPTIST CHURCH	1188 W BROAD ST	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	PACHECO, JOSE H	350 MORGAN RD	MANSFIELD, TX	76063-4413
HANKS, THOMAS J SURVEY	A 644	ROSS, DELLA	364 MORGAN RD	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	JOHNSTON, MARY ANN BROWN	1108 PEBBLE BEACH CT	MANSFIELD, TX	76063-2647
HANKS, THOMAS J SURVEY	A 644	BROWN, GLOVER C	372 MORGAN RD	MANSFIELD, TX	76063-4413
HANKS, THOMAS J SURVEY	A 644	BETHLEHEM BAPTIST CHURCH OF MA	1188 W BROAD ST	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	BETHLEHEM BAPT CH MANSFIELD	1188 W BROAD ST	MANSFIELD, TX	76063-4508
HANKS, THOMAS J SURVEY	A 644	SMITH, O C	1405 OAK GROVE RD	FORT WORTH, TX	76134-2321
HANKS, THOMAS J SURVEY	A 644	SMITH, O C	1405 OAK GROVE RD	FORT WORTH, TX	76134-2321
HANKS, THOMAS J SURVEY	A 644	DOUGLAS, CLIFTON M	1606 CANCUN DR	MANSFIELD, TX	76063-5993
HANKS, THOMAS J SURVEY	A 644	TURNER, TONEY	600 ARBOR GLEN CT	MANSFIELD, TX	76063-8699
HANKS, THOMAS J SURVEY	A 644	LAWSON, TODD	6250 MOUNTAIN PEAK CT	MIDLOTHIAN, TX	76065-8898
HANKS, THOMAS J SURVEY	A 644	SANDOVAL-GARCIA, NIRIA	1301 W BROAD ST	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	SANDOVAL-GARCIA, NIRIA	1301 W BROAD ST	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	BETHLEHEM BAPTIST CHURCH	1188 W BROAD ST	MANSFIELD, TX	76063
HANKS, THOMAS J SURVEY	A 644	HAMILTON, LIONEL	7801 CHANTILLY LN	FORT WORTH, TX	76134-4601

Tuesday, August 24, 2021

Page 1 of 2

Property Owner Notification for ZC#21-013

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
HANKS, THOMAS J SURVEY	A 644	HAMILTON, LIONEL	7801 CHANTILLY LN	FORT WORTH, TX	76134-4601
HANKS, THOMAS J SURVEY	A 644	WALKER, NELLIE	PO BOX 291	MANSFIELD, TX	76063
MURIN - RETTA ADDITION	BLK 1	DURAN, ALBERTO	517 RETTA RD	MANSFIELD, TX	76063
PIONEER PLACE ADDN	BLK 1	BETHLEHEM'S PIONEER PLACE LP	1188 W BROAD ST	MANSFIELD, TX	76063
SANDOVAL ADDITION	BLK 1	SANDOVAL, NIRIA L	1301 W BROAD ST	MANSFIELD, TX	76063-4400



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4335

Agenda Date: 10/11/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Consider the Annexation of City of Mansfield Property, Being Approximately 58.628 Acres Situated in the M.D. Dickey Survey, Abstract No. 195, Johnson County, Texas, Generally Located Approximately 270 Feet North of Jessica Drive and Approximately 1,210 Feet South of Retta Road; City of Mansfield, owner (ZC#21-016)

Requested Action

Approve the attached ordinance.

Recommendation

Staff recommends approval.

Description/History

The City acquired approximately 58.628 acres of land from the Knapp family in 2019 for a new city park. To allow for the better development of the property, the City petitioned for a voluntary annexation to incorporate the acreage into the city limit. Under Section 155.023(E) of the Code of Ordinances, the property will be assigned a PR, Pre-Development zoning classification.

The City Council conducted the first required public hearing on September 27, 2021. The second public hearing coincides with the first and final reading of this annexation ordinance.

In keeping with state law, a copy of the service plan for the property is attached as Exhibit B.

Prepared By

Art Wright, Planner II
817-276-4226

Attachments

Ordinance
Exhibit A
Exhibit B

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF MANSFIELD OF APPROXIMATELY 58.628 ACRES SITUATED IN JOHNSON COUNTY DESCRIBED BELOW AND DEPICTED ON EXHIBIT “A”, LOCATED WITHIN THE CURRENT EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MANSFIELD, TEXAS, FOR ALL MUNICIPAL PURPOSES; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN DEED RECORDS OF JOHNSON COUNTY AND WITH THE JOHNSON COUNTY APPRAISAL DISTRICT; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AREAS EXCEPTED FROM ANNEXATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas 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 property owner has submitted a proper petition requesting the annexation of the hereinafter described territory; and,

WHEREAS, this is a voluntary annexation; and,

WHEREAS, after proper notice was provided in accordance with Chapters 43 of the Texas Local Government Code, public hearings on the proposed annexation was held before the Mansfield City Council on September 27, 2021 and October 11, 2021; and,

WHEREAS, all of the property described herein is adjacent to and within the exclusive extra-territorial jurisdiction of the City of Mansfield; and,

WHEREAS, a Service Plan has been prepared and is attached to and adopted with this Ordinance.

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

SECTION 1.

That all portions of the following parcel (the “Territory”) located in Johnson County, Texas, are hereby annexed to the City of Mansfield as a part of the city for all municipal purposes, and the city limits are extended to include such Territory: Approximately 58.628 acres situated in Johnson County, Texas, and being a tract of land situated in the M.D. Dickey Survey, Abstract No. 195, Johnson County, Texas, generally located approximately 270 feet north of Jessica Drive and approximately 1,210 feet south of Retta Road, more fully described and depicted on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2.

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Mansfield, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3.

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Mansfield, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the city to add the territory annexed as required by law. A copy of the revised map shall be filed with the Johnson County Appraisal District.

SECTION 4.

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas and with the Johnson County Appraisal District.

SECTION 5.

The Service Plan for the Territory, attached as Exhibit "B" and incorporated in this Ordinance, is approved in all things and made a part of this ordinance for all purposes.

SECTION 6.

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 7.

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8.

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Mansfield, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Mansfield every part of the area described in Section 1 of this ordinance, regardless of whether any part of such

described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Mansfield any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for Mansfield to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

SECTION 9.

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

**DULY PASSED AND ADOPTED ON THE FIRST AND FINAL READING, THIS
11TH DAY OF OCTOBER, 2021.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Allen Taylor, City Attorney

EXHIBIT "A"

BEING 58.628 acres of land located in the M.D. DICKEY SURVEY, Abstract No. 195, Johnson County, Texas, and being a portion of the 137.840 acre tract of land conveyed to City of Mansfield, by the deed recorded in County Clerk's File Document No. 2019-10606, of the Deed Records of Johnson County, Texas. Said 58.628 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at the most Westerly corner of said City of Mansfield 137.840 acre Tract;

THENCE N 59° 39' 53" E 1056.05 feet, along the Northwest boundary line of said City of Mansfield Tract, to a point in the Northeast boundary line of the aforesaid M.D. Dickey Survey;

THENCE S 29° 47' 45" E 2531.52 feet, along the Northeast boundary line of said Dickey Survey, to a point in the Southeast boundary line of said City of Mansfield 137.840 acre Tract;

THENCE S 59° 37' 01" W 1056.06 feet, along the Southeast boundary line of said City of Mansfield Tract, to a ☐, iron rod found at the most Westerly South corner of said City of Mansfield Tract;

THENCE N 29° 47' 45" W 1910.85 feet, along the Southwest boundary line of said City of Mansfield Tract, to a point;

THENCE N 60° 00' 00" E 600.00 feet, to a point;

THENCE N 30° 00' 00" W 200.00 feet, to a point;

THENCE s 60° 00' 00" w 599.29 feet, to a point in the Southwest boundary line of said City of Mansfield Tract;

THENCE N 29° 47' 45" W 421.55 feet, along the Southwest boundary line of said City of Mansfield Tract, to the POINT OF BEGINNING containing 58.628 acres of land.

Exhibit “B”

CITY OF MANSFIELD ANNEXATION SERVICE PLAN

AREA TO BE ANNEXED: See Property Boundary Description, attached as Exhibit “A.”

DECLARATION OF MUNICIPAL OWNERSHIP: The City of Mansfield, Texas, a Texas municipal corporation, is the sole owner of the newly annexed property described in Exhibit “A”. It is intended that the property will be used as a public park.

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

The City of Mansfield, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Mansfield, Texas, with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Mansfield, Texas will provide fire protection and ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Mansfield, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

At the present time, the City of Mansfield, Texas, is using a designated, specified contractor for collection of solid waste and refuse within the city limits. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the City’s contractor has access to the area to be serviced. At the discretion of the property owner, the property may continue to be served by a private contractor for up to two (2) years from the date of annexation.

4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

Any and all water or wastewater facilities owned or maintained by the City of Mansfield, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Mansfield, Texas. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Mansfield, Texas, to the extent of its ownership.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of Mansfield, Texas, or which are owned by the City of Mansfield, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Mansfield, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Mansfield, Texas, is not aware of the existence of any public parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Mansfield, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Mansfield, Texas.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Mansfield, Texas, is not aware of the existence of any municipally owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of Mansfield, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Mansfield, Texas.

CAPITAL IMPROVEMENTS

1. GENERAL

The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision, development ordinances and utility connection policies.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council of the City of Mansfield, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical services. The City

Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Mansfield, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of fire, police and emergency services provided within the corporate limits of the City.

3. WATER FACILITIES

The City will extend water facilities to the property for connection according to the City's utility policies.

4. WASTEWATER FACILITIES

The City will extend wastewater facilities to the Project for connection according to the City's utility policies.

5. ROADS AND STREETS

The City Council of the City of Mansfield, Texas, finds and determines it to be unnecessary to acquire or construct road or street lighting in the area to be annexed to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and subdevelopment of the annexed property.

SPECIFIC FINDINGS

The City Council of the City of Mansfield, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided other areas of the City of Mansfield, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Mansfield, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Mansfield, Texas who reside in areas of similar topography, land utilization and population.

APPROVED ON THIS ____ DAY OF _____, 2021.

City of Mansfield, Texas

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

EXHIBIT "A"

BEING 58.628 acres of land located in the M.D. DICKEY SURVEY, Abstract No. 195, Johnson County, Texas, and being a portion of the 137.840 acre tract of land conveyed to City of Mansfield, by the deed recorded in County Clerk's File Document No. 2019-10606, of the Deed Records of Johnson County, Texas. Said 58.628 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at the most Westerly corner of said City of Mansfield 137.840 acre Tract;

THENCE N 59° 39' 53" E 1056.05 feet, along the Northwest boundary line of said City of Mansfield Tract, to a point in the Northeast boundary line of the aforesaid M.D. Dickey Survey;

THENCE S 29° 47' 45" E 2531.52 feet, along the Northeast boundary line of said Dickey Survey, to a point in the Southeast boundary line of said City of Mansfield 137.840 acre Tract;

THENCE S 59° 37' 01" W 1056.06 feet, along the Southeast boundary line of said City of Mansfield Tract, to a \square ., iron rod found at the most Westerly South corner of said City of Mansfield Tract;

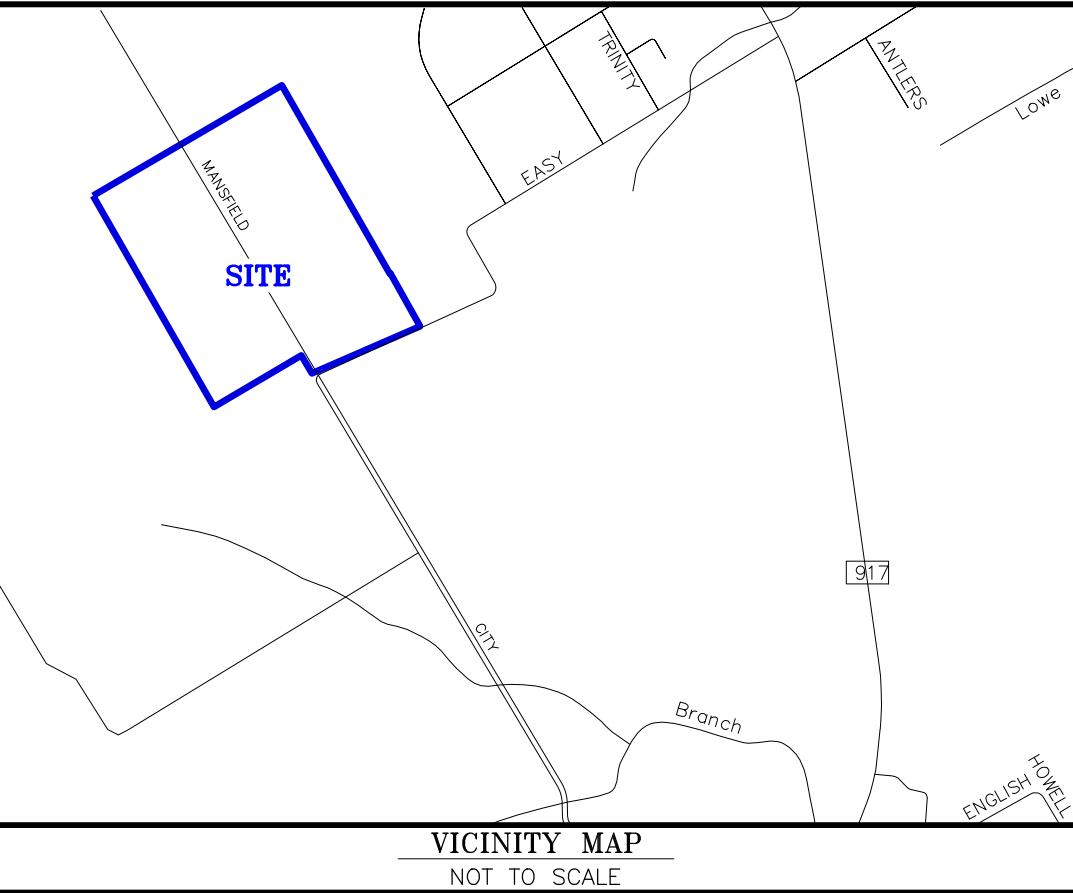
THENCE N 29° 47' 45" W 1910.85 feet, along the Southwest boundary line of said City of Mansfield Tract, to a point;

THENCE N 60° 00' 00" E 600.00 feet, to a point;

THENCE N 30° 00' 00" W 200.00 feet, to a point;

THENCE s 60° 00' 00" w 599.29 feet, to a point in the Southwest boundary line of said City of Mansfield Tract;

THENCE N 29° 47' 45" W 421.55 feet, along the Southwest boundary line of said City of Mansfield Tract, to the POINT OF BEGINNING containing 58.628 acres of land.



BEARING BASE:

THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

FLOOD NOTE:

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48251C0100J, MAP REVISED DECEMBER 4, 2012.

NOTE:

ALL "IRS" ARE 1/2" IRON RODS MARKED "BRITTAIN & CRAWFORD" SET

MAP LEGEND:	
AC - AIR CONDITIONER	SCV - SPRINKLER VALVE CONTROL
AS - FIRE SYSTEM AUTO SPRINKLER	SSCO - SANITARY SEWER CLEANOUT
BC - BRICK COLUMN	SLT - LIGHT STANDARD
CC - CONCRETE COLUMN	SP - STEEL POST "BOLLARD"
CMP - CORRUGATED METAL PIPE	SV - SPRINKLER VALVE
EBOX - ELECTRIC BOX	TSP - TRAFFIC SIGNAL POLE
GI - GRATE INLET	TSB - TRAFFIC SIGNAL BOX
G - GAS METER	PP - POWER POLE
GR - GUARD RAIL	RCP - REINFORCED CONCRETE PIPE
HR - HAND RAIL	WM - WATER METER
MHSS - SAN. SEWER MANHOLE	WW - WINGWALL
MHTEL - TELEPHONE MANHOLE	W-VA - WATER VAULT
	WV - WATER VALVE

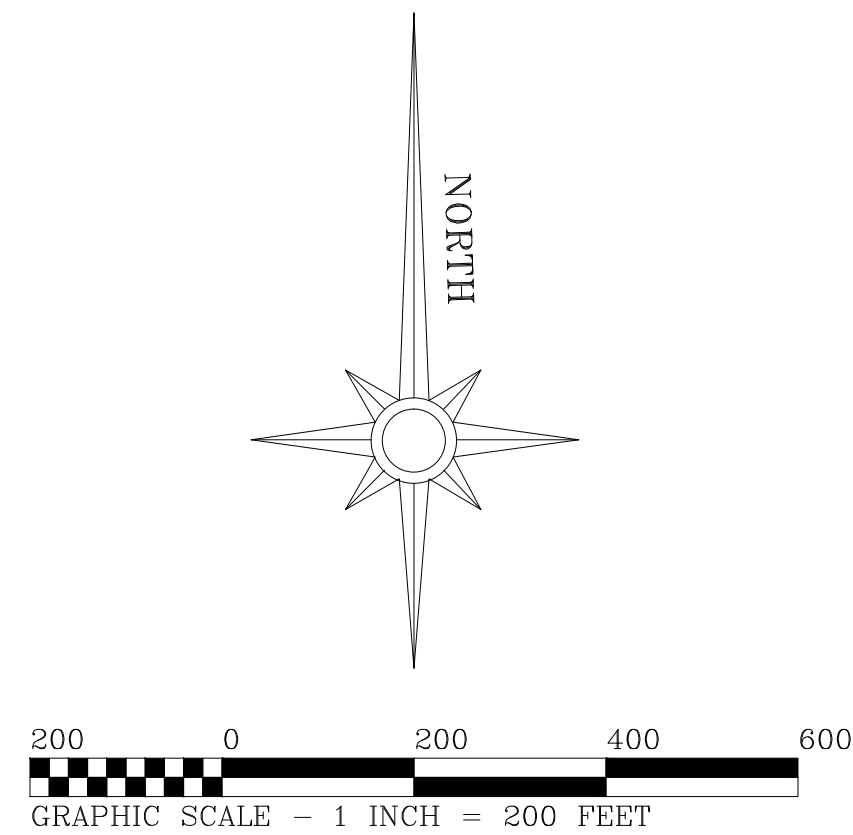
CERTIFICATION

TO: CITY OF MANSFIELD; REUNION TITLE AND THEIR UNDERWRITER FIRST AMERICAN TITLE GUARANTY COMPANY

The undersigned does hereby certify that a survey was this day made on the ground on the property legally described hereon or in attached field notes prepared by the undersigned, and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the plat hereon; that said property has access to and from a public roadway; and, that the plat hereof is a true, correct and accurate representation of the property described hereinabove. Further, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon or in said attached field notes, and certifies that the quantity of land shown hereon is correct. No portion of the Tract of land shown hereon lies within a 100-year flood hazard area.

SURVEYED ON THE GROUND
MARCH 6, 2019

James L. Brittain
JAMES L. BRITTAIN
REGISTERED PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS No. 1674



ASHTON HOLDINGS, INC.
2014-24386
D.R.J.C.T.

MANSFIELD INDEPENDENT SCHOOL DISTRICT
BOOK 4206, PG. 915
D.R.J.C.T.

MANSFIELD INDEPENDENT
SCHOOL DISTRICT
28.831 ACRES
CC# 212272633
D.R.T.C.T.

137.840 ACRES
(6,004,310 SQ. FT.)
JAMES H. KNAPP JR.
VOL. 557, PG. 445
D.R.J.C.T.

**SUBJECT
PROPERTY**
58.628 Ac.

ASHTON HOLDINGS, INC.
2014-24386
D.R.J.C.T.

GARY M. HOLLAND
BOOK 2351, PG. 504
D.R.J.C.T.

EASEMENT NOTES

REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO. 2017-270384-RU, EFFECTIVE DATE: FEBRUARY 5, 2019, ISSUED DATE: FEBRUARY 14, 2019.

FIRST AMERICAN TITLE GUARANTY COMPANY
ITEM NO. 10

e. EASEMENT GRANTED BY C.C. MORROW AND NANNIE LU MORROW TO SINCLAIR REFINING COMPANY, RECORDED IN VOLUME 360, PAGE 199, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON.

f. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE EASEMENT GRANTED BY JAMES KNAOO, JR., TRUSTEES TO JOHNSON COUNTY RURAL WATER SUPPLY CORP., RECORDED IN VOLUME 674, PAGE 287, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

g. EASEMENT GRANTED BY SANDRA G. KNAPP SPONSLE, ET AL TO ENERGY TRANSFER FUEL, L.P., RECORDED IN VOLUME 3927, PAGE 864, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON AND IS SHOWN ON THE SURVEY.

h. EASEMENT GRANTED BY SANDRA G. KNAPP SPONSLE, ET AL TO EOG RESEOURCES, INC., RECORDED IN VOLUME 4103, PAGE 571, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON AND IS SHOWN ON THE SURVEY.

i. EASEMENT GRANTED BY SANDRA G. KNAPP SPONSLE, ET AL TO EOG RESOURCES, INC., RECORDED IN VOLUME 4224, PAGE 715, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON AND IS SHOWN ON THE SURVEY.

j. EASEMENT GRANTED BY SANDRA G. KNAPP SPONSLE, ET AL TO ENERGY TRANSFER FUEL, L.P., RECORDED IN VOLUME 4446, PAGE 120, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON AND IS SHOWN ON THE SURVEY.

k. EASEMENT RIGHTS AS AWARDED TO TARRANT COUNTY REGIONAL WATER DISTRICT IN AGREED FINAL JUDGMENT, CAUSE #CC-E2016002, JOHNSON COUNTY, CERTIFIED COPY RECORDED IN CC#2018-25505, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON AND IS SHOWN ON THE SURVEY.

l. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE MINERAL LEASE TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES INCIDENT THERETO, TO EOG RESOURCES, INC. FROM JAMES CHRISTOPHER KNAPP DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 3413, PAGE 849, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

m. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE MINERAL LEASE TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES INCIDENT THERETO, TO EOG RESOURCES, INC. FROM SANDRA KNAPP, INDIVIDUALLY AND AS IND. EXECUTRIX OF THE ESTATE OF JAMES H. KNAPP, DECEASED DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 3413, PAGE 852, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

n. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE MINERAL LEASE TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES INCIDENT THERETO, TO EOG RESOURCES, INC. FROM SHELLEY LYNN KNAPP AND DARCY LEE KNAPP FRICKS DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 3413, PAGE 855, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS.

LEGAL DESCRIPTION

BEING 137.840 acres of land located in the W.M. STYLES SURVEY, Abstract No. 791, the T.J. HANKS SURVEY, Abstract No. 1109, and the M.D. DICKEY SURVEY, Abstract No. 195, City of Mansfield, Johnson County, Texas, and being the same tract of land conveyed to James H. Knapp, Jr., by the deed recorded in Volume 557, Page 445, of the Deed Records of Johnson County, Texas. Said 137.840 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the Southeast boundary line of said Knapp Tract and the Northeast boundary line of the aforesaid M.D. Dickey Survey, and said POINT OF BEGINNING also lying at the North corner of the tract of land conveyed to Gary M. Holland, by the deed recorded in Book 2351, Page 504, of the Deed Records of Johnson County, Texas;

THENCE S 59° 37' 01" W 1056.06 feet, generally following a fence along the Southeast boundary line of said Knapp Tract and the Northwest boundary line of said Holland Tract, to a 1/2" iron rod found at the most Westerly South corner of said Knapp Tract and the most Southerly East corner of the tract of land conveyed to Ashton Holdings, Inc., by the deed recorded in County Clerk's File No. 2014-24386, of the Deed Records of Johnson County, Texas;

THENCE N 29° 47' 45" W 1910.85 feet, along the most Westerly Southwest boundary line of said Knapp Tract and the most Westerly Northeast boundary line of said Ashton Holdings, Inc. Tract, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE N 60° 00' 00" E 600.00 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE N 30° 00' 00" W 200.00 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 60° 00' 00" W 599.29 feet, to a 1/2" iron rod marked "Brittain & Crawford" set in the most Westerly Southwest boundary line of said Knapp Tract and the most Westerly Northeast boundary line of said Ashton Holding, Inc. Tract;

THENCE N 29° 47' 45" W 421.55 feet, along the most Westerly Southwest boundary line of said Knapp Tract, to a 1/2" iron rod found at the West corner of said Knapp Tract;

THENCE N 59° 39' 53" E 2278.12 feet, along the Northwest boundary line of said Knapp Tract and the most Northerly Southeast boundary line of said Ashton Holding, Inc. Tract, and the Southeast boundary line of the tract of land conveyed to Mansfield Independent School District, by the deed recorded in Book 4206, Page 915, of the Deed Records of Johnson County, Texas, to a 1/2" iron rod found at the East corner of said Mansfield Independent School District Tract and the North corner of said Knapp Tract;

THENCE S 29° 50' 50" E 2258.10 feet, along the Northeast boundary line of said Knapp Tract and the Southwest boundary line of the tract of land conveyed to Mansfield Independent School District, by the deed recorded in County Clerk's File No. 212272633, of the Deed Records of Johnson County, Texas, to a 1/2" iron rod marked "BEASLEY" found at the South corner of said Mansfield Independent School District Tract;

THENCE N 58° 12' 26" E 4.20 feet, along the Southeast boundary line of said Mansfield Independent School District Tract, to a 1/2" iron rod marked "Brittain & Crawford" set at the West corner of the tract of land conveyed to Mansfield Economic Development Corporation, by the deed recorded in Instrument No. 2016-26125, of the Deed Records of Johnson County, Texas;

THENCE S 29° 28' 58" E 635.55 feet, along the Southwest boundary line of said Mansfield Economic Development Corporation Tract and the Northeast boundary line of said Knapp Tract, to a 1/2" iron rod marked "Brittain & Crawford" set at the East corner of said Knapp Tract and the South corner of said Mansfield Economic Development Tract;

THENCE S 66° 32' 33" W 1230.52 feet, along the Southeast boundary line of said Knapp Tract and along the Northwest right-of-way line of Hanks Road, and the Northwest boundary line of the tract of land conveyed to Mansfield Independent School District, by the deed recorded in Book 3935, Page 293, of the Deed Records of Johnson County, Texas, to a 1/2" iron rod marked "Brittain & Crawford" set in the Northeast boundary line of aforesaid M.D. Dickey Survey and the Northeast boundary line of the aforesaid tract of land conveyed to Gary M. Holland;

THENCE N 30° 10' 11" W 214.62 feet, along the most Easterly Southwest boundary line of said Knapp Tract and the Northeast boundary line of said Holland Tract, and the Northeast boundary line of said M.D. Dickey Survey, to the POINT OF BEGINNING containing 137.840 acres (6,004,310 square feet) of land.

BOUNDARY SURVEY MAP
OF
137.840 ACRES OF LAND
LOCATED IN THE
W.M. STYLES SURVEY
ABSTRACT No. 791
THE
T.J. HANKS SURVEY
ABSTRACT No. 1109
AND THE
M.D. DICKEY SURVEY
ABSTRACT No. 195
CITY OF MANSFIELD, JOHNSON COUNTY,
TEXAS



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4294

Agenda Date: 10/11/2021

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and Second and Final Reading of an Ordinance to Consider a Zoning Change from Various Districts to D, Downtown District and Amending the Mansfield Code of Ordinances by Amending Special Purpose District Regulations and Creating a New Section 155.071 "Form-Based Code Districts" and Section 155.072 "D, Downtown District". The Amendments Necessary also Including Amending Certain Sections Necessary to Enable the D, Downtown District and Repealing C-4 Downtown District and All References Related Thereto

Requested Action:

To consider the subject City Zoning Ordinance Creation and Zoning Change.

Recommendation:

The Planning and Zoning Commission held a public hearing on September 21, 2021, and voted to recommend approval. A revision was presented by staff to Section L. Parking Standards pertaining to Parking Access. The revision is shown in the redlined version of the D, Downtown District Standards (Code) attached to this report on page 27.

Description/History

The D, Downtown District is a coherent and coordinated response to multiple economic development and urban planning efforts to make Historic Downtown Mansfield more attractive to investment and to restore the district and its immediate environs to its traditional role as the community center for business, commerce, and neighborhood life. The City of Mansfield efforts are captured in: the Design Guidelines for Downtown Mansfield (1991); the Downtown Design Plan (1995); the Historic Resource Survey (1998); the Mansfield Historic Preservation Plan (1999); the Discover Historic Mansfield Action Plan (2008); the Historic Mansfield Implementation Plan (2013); and the Mansfield Downtown Development Strategies (2020). In particular, the Mansfield Downtown Development Strategies recommended the adoption of a new zoning district as a key objective to fulfill the community's vision for a walkable, multi-generational, mixed-use, and prosperous downtown. Further, the City prioritized this common vision and collective effort of public and private actors by including it within the Fiscal Year 2020-2021 Goals and Objectives.

Towards that end, the creation of a new zoning district, the D, Downtown District, is intended to preserve the traditional development patterns on approximately 228.78 acres inclusive of and immediately surrounding Historic Downtown Mansfield. The D, Downtown District is a form-based code; and it is keyed to a regulating plan that

encourages diversity in land use and disciplined by a set of flexible development standards.

The new district is form-based and establishes four distinct zones to guide infill and redevelopment proposals at a variety of scales: D-1, sub-urban zone which is intended to be primarily residential with limited commercial activity adjacent to higher intensity zones; D-2, urban transition zone which supports a mixed-use, but primarily residential urban fabric; D-3, urban center zone which is high-intensity mixed-use zone; and SD-1, Broad Street Corridor which is primarily commercial and encourages the adaptive reuse of historic homes from residential to commercial use.

The four districts constituting the D, Downtown District, follow the principles of transect-based urbanism; an urban planning model that increases development intensity from the least urban to the most urban. As employed in the proposed text of the D, Downtown District, the intensity of development increases from the sub-urban edges (i.e., D-1 zones) towards the defined urban center along Main Street (i.e., D-3 zones). Special consideration has been provided to deliver an adaptive and innovative code that places higher importance on the form and function of the built environment (e.g., the aesthetic design and quality of buildings and public spaces), as opposed to use only. This allows for a district-wide block-by-block review of development, rather than a lot-by-lot focus found in Euclidean or conventional zoning that significantly increase the challenges for creating or preserving remarkable places like Historic Downtown Mansfield. Like conventional zoning ordinances, the code regulates building use, building setback, building height and parking requirements, but with an increased emphasis on the aesthetic design and quality of streetscapes, civic spaces, and buildings.

This D, Downtown District is created with the explicit intention of retaining and attracting residents and businesses to create a distinct environment that is mixed-use, visually harmonious, and walkable. Some of the key provisions of this district include the following:

- The elimination of minimum lot sizes and lot widths to promote variety in development.
- An increase in building height to encourage variety in architecture.
- A reduction in building setbacks to ensure buildings define streets and civic spaces.
- An improved flexibility in building use.
- The introduction of building frontages to determine building typology and building use.
- The introduction of passive space to increase pedestrian activity in areas encouraging commercial and mixed-use.
- The provision of architectural standards that are derived from traditional construction technique.
- The provision of warrants to expedite development review by allowing administrative approval of deviations from the code that are justified by their purpose and consistency with the vision for Historic Downtown Mansfield.

In sum, the primary purpose of this district is to enable and encourage increased private investment in the historic downtown and in its immediate environs. It is further the purpose

of this district to build on the work protecting the historic and cultural heritage of the historic downtown for the inheritance of future generations. The following policies provide further clarification on the purpose of this district:

1. That mixed-use development should be enabled and encouraged as a pattern of development to increase the residential density and the intensity of activity within the historic downtown in support of viable and diverse locally-oriented businesses and cultural institutions.
2. That development within the historic downtown should be attractive to the past, the present, and the future generations, and allow them to participate in its economic growth.
3. That small-scale, incremental development should be promoted and encouraged alongside larger development.
4. That building regulations should equitably balance the rights of the individual and the interests of the community as a whole.
5. That building form individually and collectively defines and supports the public realm.
6. That building configuration should support walkability, safe streets, and safe public spaces, creating pedestrian friendly neighborhoods.
7. That building configuration should define streets and public spaces as rooms, and should vary by context and intensity in coordination with neighboring properties.
8. That the harmonious and orderly evolution of the historic downtown and its surrounding areas should be secured through regulating the form of buildings.

Schedule of Community Outreach and Meetings:

- **August 9, 2021:** Presented the first draft of the D, Downtown District to the City Council during Work Session and received their direction and guidance.
- **August 19, 2021:** The first two community stakeholder meetings were held at the Farr Best Theater --- one in the morning and the other in the evening (invitations were mailed to all property owners about the dates and times for all community stakeholder meetings and announcements were made publicly and on various social media platforms).
- **August 26, 2021:** The third and final community stakeholder held at Farr Best Theater in the evening.
- **September 13, 2021:** A Joint City Council and Planning and Zoning Commission Work Session held regarding community feedback on the proposed district and subsequent rezoning.
- **September 20, 2021:** The Planning and Zoning Commission conducted a public hearing regarding the text of the proposed D, Downtown District and the subsequent rezoning of Historic Downtown Mansfield and portions of its immediate environs to the D, Downtown District.
- **September 27, 2021:** The City Council will conduct a First Reading and Public Hearing on the text of the proposed D, Downtown District and subsequent rezoning of Historic Downtown Mansfield and portions of its immediate environs to the D, Downtown District.
- **October 11, 2021:** The City Council will conduct a Second (Final) Reading and Second (Final) Public Hearing.

Justification

See information above.

Funding Source

Not applicable.

Prepared by

Arty Wheaton-Rodriguez

Assistant Director

817-276-4245

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, “ZONING”, AS HERETOFORE AMENDED, BY AMENDING SPECIAL PURPOSE DISTRICT REGULATIONS AND CREATING A NEW SECTION 155.071 “FORM-BASED CODE DISTRICTS” AND SECTION 155.072 “D, DOWNTOWN DISTRICT” REGULATIONS AND THUS ADOPT BY REFERENCE A FORM-BASED CODE, CONTAINING ITS OWN USE CHART, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO “D”, DOWNTOWN DISTRICT AND TO ADD SEPARATE ZONES WITHIN THE DISTRICT; AMENDING CERTAIN SECTIONS NECESSARY TO ENABLE THE D DOWNTOWN DISTRICT; REPEALING C-4 DOWNTOWN DISTRICT AND ALL REFERENCES RELATED THERETO; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Downtown Mansfield has been a part of various planning efforts including the Design Guidelines for Downtown Mansfield (1991), Downtown Design Plan (1995), Historic Resource Survey (1998), Mansfield Historic Preservation Plan (1999), Discover Historic Mansfield Action Plan (2008), Historic Mansfield Implementation Plan (2013), and the Mansfield Downtown Development Strategies (2020), and;

WHEREAS, the vision of Historic Downtown Mansfield has been identified as a vibrant destination and livable center that supports a range of businesses, housing options, and activities for all ages, within the Mansfield Downtown Development Strategies, and;

WHEREAS, the City of Mansfield Downtown Development Strategies provides for regulatory strategies including the creation of a Downtown Zoning District, and;

WHEREAS, the purpose of the D, Downtown District, is to “enable and encourage increased private investment” and to “build on the work protecting the historic and cultural heritage of the historic downtown for the inheritance of future generations, and;

WHEREAS, the Downtown District is intended to a create pedestrian oriented mixed-use district and further promote desirable development that is consistent with the urban design and economic development goals for the City of Mansfield, and;

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 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 classification of D, Downtown District, inclusive of separate zones, for form-based development, said property being depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the D, Downtown Districts be established as shown in Exhibit "B", establishing separate zones, and retaining existing Historic Landmark Overlay designations and establishing a TOD District Overlay.

SECTION 3.

That Section 155.065 of the Code of Ordinances, "Special Purpose District Regulations", is hereby amended by adding section 155.071 "Form-Based Code Districts" and section 155.072 "D, Downtown District".

SECTION 4.

That Section 155.071 establish the use and development of the hereinabove described property shall be in accordance with the D, Downtown District Standards shown in Exhibit "C" attached hereto and made a part hereof for all purposes by reference.

SECTION 5.

That Section 155.021 of the Code of Ordinances, "Zoning," is hereby amended by deleting "C-4 Downtown Business District" and adding "D, Downtown District".

§ 155.021 ZONING DISTRICTS ENUMERATION.

For the purpose of this chapter, all land and water areas in Mansfield are hereby divided into zoning districts which shall be designated as follows:

PR	Pre-Development District
A	Agricultural District
SF-5AC/24	Single-Family Residential District - five acre lots minimum
SF-12/22	Single-Family Residential District - 12,000 sq. ft. lots minimum
SF-9.6/20	Single-Family Residential District - 9,600 sq. ft. lots minimum
SF-8.4/18	Single-Family Residential District - 8,400 sq. ft. lots minimum
SF-8.4/16	Single-Family Residential District - 8,400 sq. ft. lots minimum
SF-7.5/18	Single-Family Residential District - 7,500 sq. ft. lots minimum
SF-7.5/16	Single-Family Residential District - 7,500 sq. ft. lots minimum
SF-7.5/12	Single-Family Residential District - 7,500 sq. ft. lots minimum
SF-6/12	Garden Home District - 6,000 sq. ft. lots minimum
2F	Two Family Residential District - 3,750 sq. ft. per unit minimum

MF-1	Multi-family Residential District - 12 units per acre maximum
MF-2	Multi-family Residential District - 18 units per acre maximum
OP	Office Park District
C-1	Neighborhood Business District
C-2	Community Business District
C-3	Commercial-Manufacturing District
C-4	Downtown Business District
<u>D</u>	<u>Downtown District</u>
I-1	Light Industrial District
I-2	Heavy Industrial District
FR	Freeway Overlay District
MH	Manufactured Home District
PD	Planned Development District

SECTION 6.

That Section 155.051 of the Code of Ordinances, “Zoning,” is hereby amended by replacing C-4, Downtown Business District Regulations with D, Downtown District Regulations to read as follows:

§ 155.051 D, DOWNTOWN DISTRICT REGULATIONS.

(A) *General purpose and description.* To enable and encourage increased private investment in the historic downtown and in its immediate environs. It is further the purpose of this district to build on the work protecting the historic and cultural heritage of the historic downtown for the inheritance of future generations.

(B) *Permitted uses.* Any uses permitted in the D District.

(C) *Area and height regulations.* Area and height regulations in the D, Downtown District are set forth in §155.____.

SECTION 7.

That Section 155.055(B)(2) of the Code of Ordinances, “Zoning,” is hereby amended by deleting the row for the C-4 District from the “Non-Residential Districts” table as shown on Exhibit “D”, attached hereto and made a part hereof for all purposes.

SECTION 8.

That Section 155.055(C)(9) of the Code of Ordinances, “Zoning,” is hereby amended by deleting Sub-paragraph (9) in its entirety and renumbering the remaining sub-paragraphs accordingly.

SECTION 9.

That Section 155.056(A) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(A) *Exterior construction materials for development in the OP, C-1 through C-3 Zoning Districts and the I-1 and I-2 Freeway Overlay Zoning Districts.*

SECTION 10.

That Section 155.056(A)(2) of the Code of Ordinances, “Zoning,” is hereby amended by deleting Sub-paragraph 2 in its entirety and renumbering the remaining sub-paragraphs accordingly.

SECTION 11.

That Section 155.067(A) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(A) General purpose and description. This district shall function as an overlay zoning district the regulations of which are superimposed and shall supersede the regulations of an approved standard zoning district; such standard zoning districts identified as the PR, A, SF-5AC/24, SF-12/22, SF-9.6/20, SF-8.4/18, SF-8.4/16, SF-7.5/18, SF-7.5/16, SF-7.5/12, SF-6/12, 2F, MF-1, MF-2, OP, C-1, C-2, C-3, I-1, I-2, MH and PD District. Where provisions of the "FR", Freeway Overlay Districts shall be applicable to any property which is adjacent to and within 300 feet of the right-of-way lines of a highway abutting a FR District in the City of Mansfield, the "FR" District is created as an overlay district whereby it is recognized that certain specific standards relative to land use, set backs, signage, etc. are appropriate and necessary that such standards shall be superimposed and shall supersede the regulation of an approved standard zoning district. Where such district regulations are in conflict with the provisions of these sections, all regulations of the approved standard zoning districts shall be in effect except as identified in this section.

SECTION 12.

That Section 155.067(C)(1) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(1) Any use identified in the MH or I-2 district unless otherwise permitted.

SECTION 13.

That Section 155.070(A)(1) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(1) This district shall function as an overlay zoning district the regulations of which are superimposed and shall supersede the regulations of an approved standard zoning district; such standard zoning districts identified as PR, A, SF-5AC/24, SF-12/22, SF- 9.6/20, SF-8.4/18, SF-8.4/16, SF-7.5/18, SF-7.5/16, SF-7.5/12, SF-6/12, 2F, MF-1, MF-2, OP, C-1, C-2, C-3, I-1, I-2, MH and PD District.

SECTION 14.

That Section 155.090(D)(1) of the Code of Ordinances, “Zoning,” is hereby amended by revising the “Permanent Signs” table as shown on Exhibit “E”, attached hereto and made a part hereof for all purposes.

SECTION 15.

That Section 155.091(B)(3) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(3) Required off-street parking for residential uses in any PR, Single-Family Residential, 2F, MF-1 and MF-2 Districts shall be provided on the lot or tract occupied by the use being served. For non-residential uses in the aforementioned districts and for permitted uses in all other zoning districts, off-street parking shall be provided on the lot or tract occupied by the use being served or upon a tract dedicated to parking use by an instrument filed for record and consolidated under a single certificate of occupancy with the main use. Such off-premise parking facility shall be located in the same or less restrictive zoning district as the use being served, and all or part of such facility shall be located within a distance not to exceed 300 feet to an entrance to the building or use being served, measured along the shortest available pedestrian route with public access.

SECTION 16.

That Section 155.091(B)(6)(b) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(b) The construction of head-in parking as described in division (a) above shall be prohibited hereafter. All such head-in parking facilities in existence at the time of the enactment of this section are hereby declared to be a nonconforming use of land subject to the provisions of § 155.098.

SECTION 17.

That Section 155.091(B)(13) of the Code of Ordinances, “Zoning,” is hereby amended to read as follows:

(13) All facilities used for parking, loading, unloading, driveways and all other vehicular access shall have a pavement constructed of concrete and comply with all applicable Fire Code and City Engineering Standards; except those for a single-family residential property that is required to provide a fire apparatus access driveway may be constructed of alternative equivalent strength material approved by the Director of Planning, provided that the drive approach from the street be constructed of concrete. The pavement shall always be maintained in good condition and repair.

SECTION 18.

That Section 155.091(B)(34) of the Code of Ordinances, “Zoning,” is hereby amended by deleting Sub-paragraph (34) in its entirety and renumbering the remaining sub-paragraphs accordingly.

SECTION 19.

That Section 155.091(F)(6) of the Code of Ordinances, “Zoning,” is hereby amended by deleting Sub-paragraph (6) in its entirety.

SECTION 20.

That Section 155.092(O) of the Code of Ordinances, "Zoning," is hereby amended to read as follows:

(O) *Buffer yard and screening.* All developments are required to provide buffer yards and screening in accordance with the provisions of this section.

SECTION 21.

That Section 155.092(R)(5) of the Code of Ordinances, "Zoning," is hereby amended to read as follows:

(5) Notwithstanding the above, parking lots for a church, school or government facility shall provide internal landscaping only when such parking lots contain 20 or more parking spaces and only at a ratio of one canopy tree for every 20 parking spaces.

SECTION 22.

That Sections 155.093(A)(2) and 155.093(A)(2)(b) of the Code of Ordinances, "Zoning," are hereby amended to read as follows:

- (1) *Non-residential development.* The provisions in this section shall apply to new buildings or new developments in the OP, C-1 through C-3 Zoning Districts, Planned Developments and in the I-1 or I-2 Zoning Districts that are within the Freeway Overlay District or within 300 feet from the boundary of any property in a residential zoning classification or a PR zoning classification.

...
(b) For new buildings and developments with building permit applications submitted on or after September 14, 2004, parapet walls or other similar architectural elements shall be constructed to a height of not less than one foot above the horizontal plane of the highest (after-installation height) roof-mounted mechanical unit, HVAC and/or other equipment (e.g. satellite dishes, solar panels, etc.). If free clearance or otherwise unobstructed flow of space is required by the Fire or Building Code, equipment should be positioned within the parapet wall so as not to be visible from the street or abutting properties.

SECTION 23.

That Sections 155.101(G)(3) and 155.101(G)(5) of the Code of Ordinances, "Zoning," are hereby amended to read as follows:

- (1) *Full Commercial "FC".* Property within the OP, C-1, C-2 or C-3 zoning districts, which is located more than 600 feet from an A, SF-5AC/24, SF-12/22, SF-9.6/20, SF-8.4/18, SF-8.4/16, SF-7.5/18, SF-7.5/16, SF-7.5/12, SF-6/12, 2F, MF-1, MF-2, MH or PR zoning district.

...
(5) *Edge Commercial "EC".* Property within the OP, C-1, C-2 or C-3 zoning districts, which is located within 600 feet of an A, SF-5AC/24, SF-12/22, SF-9.6/20, SF-8.4/18, SF-8.4/16, SF-7.5/18, SF-7.5/16, SF-7.5/12, SF-6/12, 2F, MF-1, MF-2, MH or PR zoning district.

SECTION 24.

This ordinance shall be cumulative of all other ordinance of the Code of Mansfield, Texas, as amended, affecting zoning and shall not repeal any of the provisions of such ordinance, except

those instances where provisions of such ordinance are in direct conflict with the provisions of this ordinance.

SECTION 25.

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 26.

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 27.

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 28.

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

FIRST READING APPROVED ON THE 27TH DAY OF SEPTEMBER, 2021.

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL
OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF OCTOBER, 2021.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney

EXHIBIT "A"

Approximately 228.78 acres, being properties in the Properties in the Original Town of Mansfield filed in Volume 63, Page 53 and subsequent replats of certain lots in the Original Town of Mansfield PRTCT; Lot A, J.R. Kelly Addition PRTCT; a portion of Lot 3, Block 1, Nowell Addition filed in Cabinet B, Slide 838 PRTCT; Lot 6R, Block 45, Perez Addition filed in Instrument No. D219085669 PRTCT; Lot 1, Velma Smith Estates filed in Cabinet A, Slide 255 PRTCT; Lot 1, Block 1, Rountree Addition filed in Cabinet A, Slide 771 PRTCT; Lot 2 Block 1, Rountree Addition filed in Cabinet A, Slide 1060 PRTCT; Lot 3, Block 1, Rountree Addition filed in Cabinet A, Slide 1635 PRTCT; Lot 1-R-1, Block 2, Rountree Addition filed in Cabinet A, Slide 6164, PRTCT; Lot 1, Block 1, Hardin's Station Addition filed in Instrument No. D220192615; and tracts situated in the F.B. Waddnell Survey, Abstract No. 1658 and the T.J. Hanks Survey, Abstract No. 644; City of Mansfield, Tarrant County, Texas, including the properties listed below as identified on the Tarrant County Appraisal District tax roll and further indicated by the attached map.

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
22388--A1	718 NORTH ST	KELLY, J R ADDITION	LOT A1	HOMESTEAD	
A 644-16C	715 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16C	
A 644-17A01	606 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 17A01	ABST 644 TR 17A1
36629-1-2B	320 N MAIN ST	ROUNTREE ADDITION	BLK 1	LOT 2B	
A 644-17B01	604 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 17B01	ABST 644 TR 17B1
A 644-17B	600 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 17B	
A1658-8	320 SMITH ST	WADDELL, F B SURVEY	A 1658	TR 8	ABST 1658 TR 8 HS
A 644-16A	605 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16A,	16G & 17D
A 644-17	408 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 17	HS PORTION
24750-44-11	205 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 11	& 12
24750-44-10	205 NORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 10	
24750-45-A	206 NORTH ST	MANSFIELD, CITY OF	BLK 45	LOT A	
24750-45-E4A	209 N MAIN ST	MANSFIELD, CITY OF	BLK 45	LOT E4A	
24750-45-B	204 NORTH ST	MANSFIELD, CITY OF	BLK 45	LOT B	
24750-14-2C	307 E BROAD ST	MANSFIELD, CITY OF	BLK 14	LOT 2C	
24750-14-2A	309 E BROAD ST	MANSFIELD, CITY OF	BLK 14	LOT 2A	
24750-16-3-10	507 E BROAD ST	MANSFIELD, CITY OF	BLK 16	LOT 3	S 172' LOT 3
24750-13-5B	301 E BROAD ST	MANSFIELD, CITY OF	BLK 13	LOT 5B	
24750-1-8A	108 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 8A	
24750-2-8B	107 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 8B	
24750-12-5	102 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 5	& 7A
24750-1-8B	104 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 8B	& 9A
24750-2-9A	103 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 9A	
24750-15-2	403 E BROAD ST	MANSFIELD, CITY OF	BLK 15	LOT 2	
24750-5-16A	106 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 16A	
13840--2	307 GRAVES ST	FIRST BAPT CHURCH-MANSFIELD	LOT 2		
24750-5-1A	100 W KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 1A	1B & 2A
24750-22-16B	301 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16B,17B,18B,	& 19B S 95' OF LOTS 16-19
A 644-16D	611 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16D	& 16E
A 644-17C	412 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 17C	ABST 644 TR 17C
A 644-16A	605 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16A,	16G & 17D

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
36629-1-2A	309 SMITH ST	ROUNTREE ADDITION	BLK 1	LOT 2A	
A 644-16A	605 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16A,	16G & 17D
36629-2-1R1	302 SMITH ST	ROUNTREE ADDITION	BLK 2	LOT 1R1	
36629-1-1B	305 SMITH ST	ROUNTREE ADDITION	BLK 1	LOT 1B	
36629-1-3	301 SMITH ST	ROUNTREE ADDITION	BLK 1	LOT 3	
24750-45-11B	110 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 11B	12 13 & 17
24750-62-2A	219 SMITH ST	MANSFIELD, CITY OF	BLK 62	LOT 2A,	3 & ABANDON ST ORD # 315
A1658-22	115 DEPOT ST	WADDELL, F B SURVEY	A 1658	TR 22	
24750-62-1A	100 VAN WORTH ST	MANSFIELD, CITY OF	BLK 62	LOT 1A	& 4A
24750-45-11A	106 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 11A	
24750-44-25	303 NORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 25	
24750-45-15	112 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 15	& 16
24750-63-3	200 SYCAMORE ST	MANSFIELD, CITY OF	BLK 63	LOT 3	THRU 5
24750-63-6	223 DEPOT ST	MANSFIELD, CITY OF	BLK 63	LOT 6	7 & 8
24750-61-4A	213 SMITH ST	MANSFIELD, CITY OF	BLK 61	LOT 4A	
24750-45-3A	103 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 3A	4A & 5B & BLK 61 LTS PART OF LTS
24750-45-4B	107 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 4B	5A 6A & 7B
24750-63-1	210 SMITH ST	MANSFIELD, CITY OF	BLK 63	LOT 1	& 2A
24750-63-2B	217 SYCAMORE ST	MANSFIELD, CITY OF	BLK 63	LOT 2B	& BLK 64 LOT 4A1
24750-61-3A	209 SMITH ST	MANSFIELD, CITY OF	BLK 61	LOT 3A	
24750-44-16	309 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 16	& 15B
24750-44-14A	305 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 14A	& 15A
24750-44-17	W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 17	
24750-44-13	301 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 13	& 14B
24750-64-4B	206 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 4B	& 4C
24750-61-2A	207 SMITH ST	MANSFIELD, CITY OF	BLK 61	LOT 2A	& 3B (N 8' LT2 & S 42' LT 3)
24750-45-C	202 NORTH ST	MANSFIELD, CITY OF	BLK 45	LOT C	
24750-44-8	306 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 8	& 9
24750-44-7	304 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 7	& 6B
24750-44-6A	302 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 6A	
24750-45-E1	205 N MAIN ST	MANSFIELD, CITY OF	BLK 45	LOT E1	
24750-44-5	300 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 5	
24750-44-4	210 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 4	
24750-44-3	208 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 3	
24750-44-2	206 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 2	
24750-44-00	204 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 00	
24750-44-1B	202 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 1B	
24750-44-1A	200 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 1A	
24750-61-2B	202 N MAIN ST	MANSFIELD, CITY OF	BLK 61	LOT 2B	& BLK 45 LT 2A (S 70' N 80' LT
24750-45-E2	102 W OAK ST	MANSFIELD, CITY OF	BLK 45	LOT E2	& E4B
24750-45-E3	201 N MAIN ST	MANSFIELD, CITY OF	BLK 45	LOT E3	
24750-45-D	104 W OAK ST	MANSFIELD, CITY OF	BLK 45	LOT D	

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-45-2B	105 E OAK ST	MANSFIELD, CITY OF	BLK 45	LOT 2B	& BLK 61 LT 2C (BLK 45 S 70' LO
24750-39-1A	115 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 1A	& PT CLOSED ST
24750-38-1A	108 N 4TH AVE	MANSFIELD, CITY OF	BLK 38	LOT 1A	& LOT 2A & 2B & PT CLOSED ST
24750-64-4E	109 ELM ST	MANSFIELD, CITY OF	BLK 64	LOT 4E	
24750-64-3A	118 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 3A	& 4D (N 57' OF LOT 3)
24750-4-16	305 W OAK ST # A	MANSFIELD, CITY OF	BLK 4	LOT 16	
24750-4-15	113 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 15	
24750-4-4	107 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 4	THRU 7
24750-3-15A	107 W OAK ST # A	MANSFIELD, CITY OF	BLK 3	LOT 15A	& 14A1
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-2-1A	139 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 1A	
24750-1-1	138 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 1	
24750-4-14B	109 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 14B	
24750-39-2B	111 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 2B	
24750-4-17	108 N 3RD AVE	MANSFIELD, CITY OF	BLK 4	LOT 17	
24750-3-13B	110 N 1ST AVE # A	MANSFIELD, CITY OF	BLK 3	LOT 13B	& 14A2
24750-3-12	108 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 12	& 13A
24750-4-14A	107 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 14A	
24750-39-3	109 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 3	& 7
24750-2-1B	137 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 1B	
24750-64-1	109 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 1	
24750-2-2A	131 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 2A	
24750-4-13	105 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 13	& 18
24750-38-1A	108 N 4TH AVE	MANSFIELD, CITY OF	BLK 38	LOT 1A	2A & 2B & PT CLOSED ST
24750-2-2B	127 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 2B	& 3A
24750-3-7A	106 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 7A	
24750-2-3B	123 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 3B	
24750-1-3B	128 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 3B	
24750-2-4A	119 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 4A	
24750-38-2C	406 W BROAD ST	MANSFIELD, CITY OF	BLK 38	LOT 2C	& 3A
24750-1-4A	126 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 4A	
24750-2-4B	117 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 4B	& 5A
24750-38-3C	103 N 3RD AVE	MANSFIELD, CITY OF	BLK 38	LOT 3C	
24750-39-8A	105 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 8A	
24750-3-6A1	104 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 6A1	& 7B
24750-1-4B	124 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 4B	
24750-12-4R	110 ELM ST	MANSFIELD, CITY OF	BLK 12	LOT 4R	
24750-13R-1	201 E BROAD ST	MANSFIELD, CITY OF	BLK 13R	LOT 1	
24750-3-7A1	105 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7A1	6B & 7A2
24750-1-5A	118 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 5A	& 5B
24750-2-5B	115 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 5B	& 6A

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-4-2	103 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 2	
24750-38-3C1	400 W BROAD ST	MANSFIELD, CITY OF	BLK 38	LOT 3C1	
24750-39-5B	103 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 5B	
24750-15-3	400 ELM ST	MANSFIELD, CITY OF	BLK 15	LOT 3	
24750-1-5C	116 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 5C	
24750-3-5B	102 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 5B	& 6A
24750-12-9A	106 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 9A	& 10
24750-12-9B	106 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 9B	& 12B
24750-39-5A	101 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 5A	
24750-1-6	114 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 6	7A & 5D
24750-2-6B	113 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 6B	
24750-38-3B	404 W BROAD ST	MANSFIELD, CITY OF	BLK 38	LOT 3B	
24750-38-3C2	304 W BROAD ST	MANSFIELD, CITY OF	BLK 38	LOT 3C2	
24750-16-3-30	107 BROWN ST	MANSFIELD, CITY OF	BLK 16	LOT 3	N 31' LOT 3 & S 47' LT 4
24750-3-4	108 W BROAD ST	MANSFIELD, CITY OF	BLK 3	LOT 4	
24750-2-7A	111 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 7A	
24750-16-2A	503 E BROAD ST	MANSFIELD, CITY OF	BLK 16	LOT 2A	
24750-4-1	204 W BROAD ST	MANSFIELD, CITY OF	BLK 4	LOT 1	
24750-12-7B	104 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 7B	& 8
24750-14-3B	303 E BROAD ST	MANSFIELD, CITY OF	BLK 14	LOT 3B	& 4
24750-1-7B	110 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 7B	
24750-2-7B	109 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 7B	& 8A
24750-3-5A	108 W BROAD ST	MANSFIELD, CITY OF	BLK 3	LOT 5A	
24750-2-9B	101 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 9B	
39095--1	608 E BROAD ST	SMITH, VELMA EST	LOT 1		
24750-1-9B	102 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 9B	
24750-35-B	501 W BROAD ST	MANSFIELD, CITY OF	BLK 35	LOT B	(N 150' E 100')
24750-34-4	405 W BROAD ST	MANSFIELD, CITY OF	BLK 34	LOT 4	& 6A (N 55' OF LOT 6)
24750-21-3R	604 E BROAD ST	MANSFIELD, CITY OF	BLK 21	LOT 3R	
24750-34-1	401 W BROAD ST	MANSFIELD, CITY OF	BLK 34	LOT 1	
24750-29-2A	305 W BROAD ST	MANSFIELD, CITY OF	BLK 29	LOT 2A	(N 175' W 100')
24750-21-1R1	600 E BROAD ST	MANSFIELD, CITY OF	BLK 21	LOT 1R1	& 2R
24750-29-3A1	303 W BROAD ST	MANSFIELD, CITY OF	BLK 29	LOT 3A1	
24750-29-3B	301 W BROAD ST	MANSFIELD, CITY OF	BLK 29	LOT 3B	
24750-28-3D	205 W BROAD ST	MANSFIELD, CITY OF	BLK 28	LOT 3D	
24750-28-1A	201 W BROAD ST	MANSFIELD, CITY OF	BLK 28	LOT 1A,	2A & 3A
24750-23-7	109 W BROAD ST	MANSFIELD, CITY OF	BLK 23	LOT 7	
24750-23-5B	103 W BROAD ST	MANSFIELD, CITY OF	BLK 23	LOT 5B	& 6B (W 1/2 OF LOTS 5 & 6)
24750-23-5A	100 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 5A	& 6A (E 1/2 OF LOTS 5 & 6)
24750-22-1A	508 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 1A,2A	& 3A N 130' OF LOTS 1 & 2 N 130'
24750-34-1A	102 S 3RD AVE	MANSFIELD, CITY OF	BLK 34	LOT 1A	& 5

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-5-2R	101 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2R	
24750-21-4R1	105 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT 4R1	& 5R1
24750-5-1R	150 E BROAD ST	MANSFIELD, CITY OF	BLK 5	LOT 1R	
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-5-37B	200 E BROAD ST	MANSFIELD, CITY OF	BLK 5	LOT 37B	
24750-5-37C	208 E BROAD ST	MANSFIELD, CITY OF	BLK 5	LOT 37C	38 & 39B
24750-22-27	502 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 27	
24750-28-1B	102 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1B,	2B & 3B
24750-11-1A	302 E BROAD ST	MANSFIELD, CITY OF	BLK 11	LOT 1A	N 220' OF LOT 1
24750-11-2A	304 E BROAD ST	MANSFIELD, CITY OF	BLK 11	LOT 2A	N 1/2 OF LOT 2
24750-29-3A	102 S 2ND AVE	MANSFIELD, CITY OF	BLK 29	LOT 3A	
24750-22-26A	500 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 26A	NW 134' W 125' LOT 26
24750-10-A	306 E BROAD ST	MANSFIELD, CITY OF	BLK 10	LOT A	N 160' W 90' OF BLK 10
24750-35-D	500 ALVARADO ST	MANSFIELD, CITY OF	BLK 35	LOT D	(S 150' E 100')
24750-9-9D	400 E BROAD ST	MANSFIELD, CITY OF	BLK 9	LOT 9D	
24750-23-1	202 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 1	2 & 4B BLK 24 LT A & CLOSED ST
24750-9-9E	404 E BROAD ST	MANSFIELD, CITY OF	BLK 9	LOT 9E	
24750-23-3	104 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 3	& 4A (E 25' OF LOT 4)
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-22-1B	102 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 1B,2B,3B,5A	& 1/2 OF ALLEY ON SOUTH S20' LTS
24750-29-2B	103 S 3RD AVE	MANSFIELD, CITY OF	BLK 29	LOT 2B	(S 50' N 225')
24750-28-4A	103 S 2ND AVE	MANSFIELD, CITY OF	BLK 28	LOT 4A	& 5B
24750-34-6B	406 ALVARADO ST	MANSFIELD, CITY OF	BLK 34	LOT 6B	(S 95' OF LOT 6)
24750-34-2	106 S 3RD AVE	MANSFIELD, CITY OF	BLK 34	LOT 2	
24750-29-2C	306 ALVARADO ST	MANSFIELD, CITY OF	BLK 29	LOT 2C	(S 75' E 100')
24750-29-4	106 S 2ND AVE	MANSFIELD, CITY OF	BLK 29	LOT 4	
24750-5-39A	106 POND ST	MANSFIELD, CITY OF	BLK 5	LOT 39A	
24750-5-36R2	103 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 36R2	
24750-21-A1	107 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT A1	
24750-22-5B	104 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 5B,6A	& 7A S 7' E 120' LT 5,E 120' LT
24750-11-2B	307 E KIMBALL ST	MANSFIELD, CITY OF	BLK 11	LOT 2B	S 1/2 OF LOT 2
24750-10-C	309 E KIMBALL ST	MANSFIELD, CITY OF	BLK 10	LOT C	S 140' W 90 OF BLK 10
24750-10-D	403 E KIMBALL ST	MANSFIELD, CITY OF	BLK 10	LOT D	S 150' E 100' BLK 10
24750-9-9A	407 E KIMBALL ST	MANSFIELD, CITY OF	BLK 9	LOT 9A	50% UNDIVIDED INTEREST
24750-5-39	108 POND ST	MANSFIELD, CITY OF	BLK 5	LOT 39	

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24750-33-F	407 ALVARADO ST	MANSFIELD, CITY OF	BLK 33	LOT F	(W 75' N 175')
24750-22-24	111 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 24,12A,13A,14A	& LTS 15A & PT OF ALLEY N 16' OF
24750-21-B1	203 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT B1	
24750-33-E	403 ALVARADO ST	MANSFIELD, CITY OF	BLK 33	LOT E	
24750-33-C1	200 S 3RD AVE	MANSFIELD, CITY OF	BLK 33	LOT C1	& D
24750-11-1B	107 POND ST	MANSFIELD, CITY OF	BLK 11	LOT 1B	S80' OF LOT 1
24750-30-D	201 S 3RD AVE	MANSFIELD, CITY OF	BLK 30	LOT D	(N 75' W 125')
24750-22-7B	106 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 7B,8A,9A,10A	& E PT OF ALLEY SE PT 7,N PT 8-9
24750-30-A	200 S 2ND AVE	MANSFIELD, CITY OF	BLK 30	LOT A	(N 75' E 125')
24750-9-9B	501 E KIMBALL ST	MANSFIELD, CITY OF	BLK 9	LOT 9B	
24750-5-34	113 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 34	37D & 37E
24750-9-9C	108 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 9	LOT 9C	
24750-27-A	201 ALVARADO ST	MANSFIELD, CITY OF	BLK 27	LOT A	(E 125' N 71')
24750-5-35	203 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 35	
24750-33-C	204 S 3RD AVE	MANSFIELD, CITY OF	BLK 33	LOT C	
24750-22-12B	201 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12B,13B,14B	& 15B MID 70' OF LTS 12-15
24750-21-C1	301 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT C1	
24750-22-8B	202 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 8B,9B	& 10B MID PT LTS 8 & 9 E MID PT
24750-30-E	203 S 3RD AVE	MANSFIELD, CITY OF	BLK 30	LOT E	(S 75' W 75' N 150')
24750-30-B	202 S 2ND AVE	MANSFIELD, CITY OF	BLK 30	LOT B	(S 75' W 175' N 75' E 175')
24750-27-B	204 S 1ST AVE	MANSFIELD, CITY OF	BLK 27	LOT B	(E 125' S 54' N125')
24750-6-1A	300 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1A,	2A & 3A W 60' LTS 1, 2 & 3
24750-6-1B	304 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1B,	2B & 3B E 50' LTS 1, 2 & 3
24750-6-24	200 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 24	& 23A N 30' OF LOT 23
24750-33-G	404 W KIMBALL ST	MANSFIELD, CITY OF	BLK 33	LOT G	(W 75' S 125')
24750-33-H	402 W KIMBALL ST	MANSFIELD, CITY OF	BLK 33	LOT H	(E 75' W 150' S 1/2)
24750-5-33A	209 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 33A	
24750-33-B	206 S 3RD AVE	MANSFIELD, CITY OF	BLK 33	LOT B	
24750-7-14B	400 E KIMBALL ST	MANSFIELD, CITY OF	BLK 7	LOT 14B	& 15B N 92' LTS 14 & 15
24750-22-8C	300 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 8C,9C,10C,21A,	LTS 22A,23A & PT OF CLSD ST S PT
24750-5-33B	107 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 33B	
24750-21-D1	303 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT D1	
24750-30-3	205 S 3RD AVE	MANSFIELD, CITY OF	BLK 30	LOT 3	
24750-7-13B	408 E KIMBALL ST	MANSFIELD, CITY OF	BLK 7	LOT 13B	N 112' LOT 13

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24750-27-F	205 S 2ND AVE	MANSFIELD, CITY OF	BLK 27	LOT F	(N 93' S 175' W 120')
24750-8-20A	200 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 20A	& 22
24750-27-D	206 S 1ST AVE	MANSFIELD, CITY OF	BLK 27	LOT D	& C
24750-36-D	206 S 4TH AVE	MANSFIELD, CITY OF	BLK 36	LOT D	(S 75' E 100')
24750-33-A	210 S 3RD AVE	MANSFIELD, CITY OF	BLK 33	LOT A	
24750-6-21	204 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 21,	22 & 23B LESS N 30' OF LOT 23
24750-22-16A	205 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16A,17A,18A,19A	& PT OF CLSD ST N36.8' 16-19,S 2
24750-24-B	210 S MAIN ST	MANSFIELD, CITY OF	BLK 24	LOT B	(N57' S128' W125' E125' S128')
24750-22-22B	302 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 22B,21B	& 23B S 100' LTS 22-23 S 100' E
24750-7-14A	205 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 14A	& 15A S 90' LTS 14 & 15
24750-27-E	200 W KIMBALL ST	MANSFIELD, CITY OF	BLK 27	LOT E	(S 82' E 130')
24750-8-20B	205 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 20B	
A1240-3D	603 E DALLAS ST	PRICE, WILLIAM C SURVEY	A 1240	TR 3D	
24750-5-17A	200 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 17A	& 32A1
24750-30-C1A	208 S 2ND AVE	MANSFIELD, CITY OF	BLK 30	LOT C01A	
24750-8-20C	503 LAKE ST	MANSFIELD, CITY OF	BLK 8	LOT 20C	& 21B
24750-8-21A	505 LAKE ST	MANSFIELD, CITY OF	BLK 8	LOT 21A	
24750-7-13A	204 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 13A	S 70' LOT 13
24750-8-21	202 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 21	
24750-6-4	301 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 4	
24750-24-C	209 S 1ST AVE	MANSFIELD, CITY OF	BLK 24	LOT C	(S 71' W 125') 50% UNDIVIDED I
24750-8-17	307 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 17	& 17A
24750-26-1E	305 S 2ND AVE	MANSFIELD, CITY OF	BLK 26	LOT 1E	(S 65' W 125')
24750-55-1A	308 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 1A	
24750-46-3A	402 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 3A	
24750-55-1B	406 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 1B	& 1C
24750-55-1C	406 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 1C	& 1B
24750-48-1C	405 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 1C	& PT CL ST
24750-32-A	405 W KIMBALL ST	MANSFIELD, CITY OF	BLK 32	LOT A	(W 78')
24750-32-B	403 W KIMBALL ST	MANSFIELD, CITY OF	BLK 32	LOT B	(E 172')
24750-6-5	303 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 5	
24750-6-19	300 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 19	& 20
24750-31-C	300 S 2ND AVE	MANSFIELD, CITY OF	BLK 31	LOT C	(E 140' N 100')
24750-5-R1	310 POND ST	MANSFIELD, CITY OF	BLK 5	LOT R1	
24750-26-1D	205 W KIMBALL ST	MANSFIELD, CITY OF	BLK 26	LOT 1D	(W 70' N 155')
24750-7-12	301 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 12	
24750-5-17B	301 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 17B	& 18A1
24750-7-11A	300 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 11A	N 1/2 OF LOT 11

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24750-26-3B	201 W KIMBALL ST	MANSFIELD, CITY OF	BLK 26	LOT 3B	(N 88' OF LOT 3)
24750-6-6	305 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 6	
24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15
24750-8-18A	301 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 18A	E 70' OF LOT 18
24750-25-1	306 S MAIN ST	MANSFIELD, CITY OF	BLK 25	LOT 1	
24750-8-18B	502 LAKE ST	MANSFIELD, CITY OF	BLK 8	LOT 18B	E 70' OF LOT 18
24750-8-19	300 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 19	
24750-5-18A	305 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 18A	19A1 & R2
24750-5-18A	305 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 18A	19A1 & R2
24750-6-7R	307 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 7R	
24750-6-17	306 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 17	& 18
24750-7-11B	302 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 11B	S 1/2 OF LOT 11
24750-5-19A	307 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 19A	
24750-8-2R1	302 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 2R1	
24750-8-17A1	305 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 17A1	& 17B
24750-7-10B	305 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 10B	& 10C
24750-7-10A	304 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 10A	
24750-26-1B	302 S 1ST AVE	MANSFIELD, CITY OF	BLK 26	LOT 1B	2A & 3A
24750-5-5	315 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 5	6 11B & 12B
24750-5-20A	309 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 20A	
24750-5-12A	310 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 12A	
24750-31-E	304 W DALLAS ST	MANSFIELD, CITY OF	BLK 31	LOT E	(S 100' W 118')
24750-26-1C	304 S 1ST AVE	MANSFIELD, CITY OF	BLK 26	LOT 1C	& 2B (S PTS OF LTS 1 & 2)
24750-8-2B	304 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 2B	S 1/2 OF LOT 2
24750-5-21	311 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 21	
24750-6-9	313 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 9	10 & E 1/2 ALLEY E
24750-5-11A	306 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 11A	
24750-7-2	311 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 2	
24750-26-4	210 W DALLAS ST	MANSFIELD, CITY OF	BLK 26	LOT 4	
24750-7-8	308 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 8,	9 & 7A N 4' OF LOT 7
24750-5-22	313 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 22	
24750-26-5	200 W DALLAS ST	MANSFIELD, CITY OF	BLK 26	LOT 5	
24750-8-3-30	309 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 3	& 20'STR E&W 50'N&S BLK 8
24750-5-7A	317 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 7A	& 8A
24750-8-12A	308 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 12A	13 14B & 15A
24750-5-7B	103 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 7B	8B 9B & 10B
24750-5-9A	105 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 9A	& 10A
24750-7-3	313 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 3	& 4A
24750-5-23	201 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 23	THRU 26
24750-6-12-30	221 E DALLAS ST	MANSFIELD, CITY OF	BLK 6	LOT 11	& 12 PLUS ALLEY E
24750-8-5-30	501 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 5	6 & S 35' 4

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24750-6-13	314 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 13	14 & ALLEY
24750-46-1	400 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 1	& 2
24750-7-6R	407 E DALLAS ST	MANSFIELD, CITY OF	BLK 7	LOT 6R	
24750-8-9	507 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 9	10B 11B 12B1 & 14A
24750-8-10A	312 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 10A	11A & 12B
24750-7-4B	315 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 4B	& 5
24750-6-12-30	221 E DALLAS ST	MANSFIELD, CITY OF	BLK 6	LOT 11	& 12 PLUS ALLEY E
24750-47-3	201 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 3	9 10A & 11A
24750-48-6A	105 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 6A	& 7A
24750-48-3D	101 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 3D	4B 4C & 5B
24750-48-1D	401 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 1D	& PT CL ST
24750-55-2B	104 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 2B	
24750-55-2A	108 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 2A	3 & PT CL ST
24750-55-8A	204 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 8A	& 4B
24750-47-14B1	401 S 2ND AVE	MANSFIELD, CITY OF	BLK 47	LOT 14B1	1985 28 X 50 ID#
24750-55-7	206 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 7	7A 7A1 & 9
24750-48-3C	400 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 3C	4A 5A 8C & 9H
24750-46-3B	404 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 3B	
24750-47-15A1	403 S 2ND AVE	MANSFIELD, CITY OF	BLK 47	LOT 15A1	
24750-48-8A	404 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 8A	9F 3B & 2B & PT OF CLOSED ALLEY
24750-48-1B	407 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 1B	1A1 & PT CL ST
24750-46-4A	406 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 4A	
24750-47-15B1	208 HUNT ST	MANSFIELD, CITY OF	BLK 47	LOT 15B1	
24750-47-15C	206 HUNT ST	MANSFIELD, CITY OF	BLK 47	LOT 15C	
24750-47-11C	204 HUNT ST	MANSFIELD, CITY OF	BLK 47	LOT 11C	12A & 13A
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9B	102 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9B	10B & 11B
24750-48-9C	100 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9C	10C 11C 9D 10D & 11D
A 644-18B05	202 E DALLAS ST	HANKS, THOMAS J SURVEY	A 644	TR 18B05	
24750-48-9E	408 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 9E	10E 11E 3A 2A1 & PT OF CLOSED AL
24750-46-4B	408 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 4B	& 5A
24750-48-1A	409 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 1A	& PT CL ST
24750-46-5B	412 S 2ND AVE	MANSFIELD, CITY OF	BLK 46	LOT 5B	
24750-23-1	202 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 1	2 & 4B BLK 24 LT A & CLOSED ST
24750-23-1	202 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 1	2 & 4B BLK 24 LT A & CLOSED ST
24750-23-1	202 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 1	2 & 4B BLK 24 LT A & CLOSED ST
24750-4-9	104 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 9	

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-4-10	206 W BROAD ST	MANSFIELD, CITY OF	BLK 4	LOT 10	
A 644-16E01	613 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16E01	
A 644-16D	611 NORTH ST	HANKS, THOMAS J SURVEY	A 644	TR 16D	& 16E
24750-44-23	312 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 23	& 24
24750-44-23	312 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 23	& 24
24750-25-2R	106 W DALLAS ST	MANSFIELD, CITY OF	BLK 25	LOT 2R	
24750-25-1R	316 S MAIN ST	MANSFIELD, CITY OF	BLK 25	LOT 1R	
24750-21-4R1	105 GRAVES ST	MANSFIELD, CITY OF	BLK 21	LOT 4R1	& 5R1
A 644-12A	107 W DALLAS ST	HANKS, THOMAS J SURVEY	A 644	TR 12A	& MANSFIELD BLK 47 LT 16 & 10B
24750-64-2R	116 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 2R	
24750-5-18A	305 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 18A	19A1 & R2
24750-5-17B	301 STEWART ST	MANSFIELD, CITY OF	BLK 5	LOT 17B	& 18A1
24750-5-23	201 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 23	THRU 26
24750-5-23	201 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 23	THRU 26
24750-5-23	201 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 23	THRU 26
24750-64-3R	114 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 3R	
22388--A1	718 NORTH ST	KELLY, J R ADDITION	LOT A1	HOMESTEAD	
24750-61-3A	209 SMITH ST	MANSFIELD, CITY OF	BLK 61	LOT 3A	
24750-6-9	313 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 9	10 & E 1/2 ALLEY E
36629-1-1A	305 SMITH ST	ROUNTREE ADDITION	BLK 1	LOT 1A	
A1658-8	320 SMITH ST	WADDELL, F B SURVEY	A 1658	TR 8	ABST 1658 TR 8 HS
24750-36-2R	202 S 4TH AVE	MANSFIELD, CITY OF	BLK 36	LOT 2R	
24750-36-1R	200 S 4TH AVE	MANSFIELD, CITY OF	BLK 36	LOT 1R	
24750-27-1R1A	219 ALVARADO ST	MANSFIELD, CITY OF	BLK 27	LOT 1R1A	
24750-55-4A	200 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 4A	& 8B
24750-23-3	104 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 3	& 4A (E 25' OF LOT 4)
24750-23-5A	100 S MAIN ST	MANSFIELD, CITY OF	BLK 23	LOT 5A	& 6A (E 1/2 OF LOTS 5 & 6)
24750-23-5B	103 W BROAD ST	MANSFIELD, CITY OF	BLK 23	LOT 5B	& 6B (W 1/2 OF LOTS 5 & 6)
24750-22-12C	203 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12C,13C,14C,15C	& PT OF CLSD ST S 43' 12-15,N20.
24750-62-1A	100 VAN WORTH ST	MANSFIELD, CITY OF	BLK 62	LOT 1A	& 4A
24750-45-11B	110 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 11B	12 13 & 17
24750-45-15	112 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 15	& 16
24750-45-11B	110 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 11B	12 13 & 17
24750-45-11B	110 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 11B	12 13 & 17
24750-1-4A	126 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 4A	
24750-22-26B	109 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 26B	S 91' W 125' OF LOT 26
24750-21-1R1	600 E BROAD ST	MANSFIELD, CITY OF	BLK 21	LOT 1R1	& 2R
24750-44-19	W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 19	

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-44-18	W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 18	
24750-44-8	306 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 8	& 9
24750-44-7	304 W OAK ST	MANSFIELD, CITY OF	BLK 44	LOT 7	& 6B
24750-44-16	309 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 16	& 15B
24750-44-14A	305 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 14A	& 15A
24750-44-13	301 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 13	& 14B
24750-44-11	205 VAN WORTH ST	MANSFIELD, CITY OF	BLK 44	LOT 11	& 12
24750-45-6B	111 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 6B	Lot 4B 5A 6A & 7B
24750-45-4B	107 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 4B	5A 6A & 7B
24750-45-4B	107 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 4B	5A 6A & 7B
24750-45-4B	107 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 4B	5A 6A & 7B
24750-45-3A	103 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 3A	4A & 5B & BLK 61 LTS PART OF LTS
24750-45-3A	103 VAN WORTH ST	MANSFIELD, CITY OF	BLK 45	LOT 3A	4A & 5B & BLK 61 LTS PART OF LTS
24750-45-E2	102 W OAK ST	MANSFIELD, CITY OF	BLK 45	LOT E2	& E4B
24750-61-2B	202 N MAIN ST	MANSFIELD, CITY OF	BLK 61	LOT 2B	& BLK 45 LT 2A (S 70' N 80' LT
24750-45-2B	105 E OAK ST	MANSFIELD, CITY OF	BLK 45	LOT 2B	& BLK 61 LT 2C (BLK 45 S 70' LO
24750-61-2A	207 SMITH ST	MANSFIELD, CITY OF	BLK 61	LOT 2A	& 3B (N 8' LT2 & S 42' LT 3)
24750-62-2A	219 SMITH ST	MANSFIELD, CITY OF	BLK 62	LOT 2A,	3 & ABANDON ST ORD # 315
A1658-22C	217 SMITH ST	WADDELL, F B SURVEY	A 1658	TR 22C	
24750-63-3	200 SYCAMORE ST	MANSFIELD, CITY OF	BLK 63	LOT 3	THRU 5
24750-63-3	200 SYCAMORE ST	MANSFIELD, CITY OF	BLK 63	LOT 3	THRU 5
24750-63-6	223 DEPOT ST	MANSFIELD, CITY OF	BLK 63	LOT 6	7 & 8
24750-63-6	223 DEPOT ST	MANSFIELD, CITY OF	BLK 63	LOT 6	7 & 8
24750-63-1	210 SMITH ST	MANSFIELD, CITY OF	BLK 63	LOT 1	& 2A
24750-64-4B	206 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 4B	& 4C
24750-64-3A	118 SMITH ST	MANSFIELD, CITY OF	BLK 64	LOT 3A	& 4D (N 57' OF LOT 3)
24750-12-7B	104 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 7B	& 8
24750-12-6	100 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 6	
24750-12-5	102 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 5	& 7A
24750-12-9A	106 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 9A	& 10
24750-12-9B	106 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 9B	& 12B
24750-12-11	108 SMITH ST	MANSFIELD, CITY OF	BLK 12	LOT 11	& 12A
24750-2-2B	127 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 2B	& 3A
24750-2-4B	117 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 4B	& 5A
24750-2-5B	115 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 5B	& 6A
24750-2-7A	111 N MAIN ST	MANSFIELD, CITY OF	BLK 2	LOT 7A	
24750-1-5A	118 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 5A	& 5B
24750-1-6	114 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 6	7A & 5D
24750-1-8B	104 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 8B	& 9A

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24750-3-5B	102 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 5B	& 6A
24750-3-6A1	104 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 6A1	& 7B
24750-3-12	108 N 1ST AVE	MANSFIELD, CITY OF	BLK 3	LOT 12	& 13A
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-15A	107 W OAK ST # A	MANSFIELD, CITY OF	BLK 3	LOT 15A	& 14A1
24750-3-13B	110 N 1ST AVE # A	MANSFIELD, CITY OF	BLK 3	LOT 13B	& 14A2
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-3-7C	111 WALNUT ST	MANSFIELD, CITY OF	BLK 3	LOT 7C	8 9 10 11 & LOTS 13B1 14B & 15B
24750-4-4	107 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 4	THRU 7
24750-4-4	107 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 4	THRU 7
24750-4-4	107 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 4	THRU 7
24750-4-13	105 N 2ND AVE	MANSFIELD, CITY OF	BLK 4	LOT 13	& 18
24750-38-2C	406 W BROAD ST	MANSFIELD, CITY OF	BLK 38	LOT 2C	& 3A
24750-38-1	108 N 4TH AVE	MANSFIELD, CITY OF	BLK 38	LOT 2A	Lot 1A & 2B & PT CLOSED ST
24750-39-3	109 N 4TH AVE	MANSFIELD, CITY OF	BLK 39	LOT 3	& 7
24750-47-3	201 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 3	9 10A & 11A
24750-47-3	201 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 3	9 10A & 11A
24750-47-3	201 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 3	9 10A & 11A
24750-48-9B	102 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9B	10B & 11B
24750-48-9B	102 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9B	10B & 11B
24750-48-9C	100 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9C	10C 11C 9D 10D & 11D
24750-48-9C	100 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9C	10C 11C 9D 10D & 11D
24750-48-9E	408 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 9E	10E 11E 3A 2A1 & PT OF CLOSED AL
24750-48-9E	408 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 9E	10E 11E 3A 2A1 & PT OF CLOSED AL
24750-48-9E	408 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 9E	10E 11E 3A 2A1 & PT OF CLOSED AL
24750-48-9E	408 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 9E	10E 11E 3A 2A1 & PT OF CLOSED AL
24750-47-11C	204 HUNT ST	MANSFIELD, CITY OF	BLK 47	LOT 11C	12A & 13A
24750-47-11C	204 HUNT ST	MANSFIELD, CITY OF	BLK 47	LOT 11C	12A & 13A
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &

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24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-9A	200 HUNT ST	MANSFIELD, CITY OF	BLK 48	LOT 9A	10A 11A BLK 47 LTS 10C 11B 12B &
24750-48-6B	103 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 6B	7B 8B & 9G
24750-48-3D	101 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 3D	4B 4C & 5B
24750-48-3C	400 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 3C	4A 5A 8C & 9H
24750-48-3D	101 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 3D	4B 4C & 5B
24750-48-3D	101 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 3D	4B 4C & 5B
24750-48-3C	400 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 3C	4A 5A 8C & 9H
24750-48-3C	400 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 3C	4A 5A 8C & 9H
24750-48-8A	404 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 8A	9F 3B & 2B & PT OF CLOSED ALLEY
24750-48-8A	404 S MAIN ST	MANSFIELD, CITY OF	BLK 48	LOT 8A	9F 3B & 2B & PT OF CLOSED ALLEY
24750-48-6A	105 W DALLAS ST	MANSFIELD, CITY OF	BLK 48	LOT 6A	& 7A
A 644-12A	107 W DALLAS ST	HANKS, THOMAS J SURVEY	A 644	TR 12A	& MANSFIELD BLK 47 LT 16 & 10B
A 644-12A	107 W DALLAS ST	HANKS, THOMAS J SURVEY	A 644	TR 12A	& MANSFIELD BLK 47 LT 16 & 10B
24750-5-9A	105 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 9A	& 10A
24750-5-7A	317 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 7A	& 8A
24750-5-7B	103 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 7B	8B 9B & 10B
24750-5-7B	103 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 7B	8B 9B & 10B
24750-5-7B	103 E DALLAS ST	MANSFIELD, CITY OF	BLK 5	LOT 7B	8B 9B & 10B
24750-5-5	315 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 5	6 11B & 12B
24750-5-5	315 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 5	6 11B & 12B
24750-5-5	315 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 5	6 11B & 12B
24750-5-1A	100 W KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 1A	1B & 2A
24750-5-1A	100 W KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 1A	1B & 2A
24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15
24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15
24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15

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24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15
24750-5-2B	301 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 2B	3 4 13 14 & 15
24750-6-9	313 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 9	10 & E 1/2 ALLEY E
24750-6-13	314 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 13	14 & ALLEY
24750-6-9	313 POND ST	MANSFIELD, CITY OF	BLK 6	LOT 9	10 & E 1/2 ALLEY E
24750-6-17	306 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 17	& 18
24750-6-19	300 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 19	& 20
24750-6-21	204 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 21,	22 & 23B LESS N 30' OF LOT 23
24750-6-21	204 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 21,	22 & 23B LESS N 30' OF LOT 23
24750-6-1A	300 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1A,	2A & 3A W 60' LTS 1, 2 & 3
24750-6-1B	304 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1B,	2B & 3B E 50' LTS 1, 2 & 3
24750-6-1B	304 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1B,	2B & 3B E 50' LTS 1, 2 & 3
24750-6-1A	300 E KIMBALL ST	MANSFIELD, CITY OF	BLK 6	LOT 1A,	2A & 3A W 60' LTS 1, 2 & 3
24750-6-24	200 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 24	& 23A N 30' OF LOT 23
24750-7-14B	400 E KIMBALL ST	MANSFIELD, CITY OF	BLK 7	LOT 14B	& 15B N 92' LTS 14 & 15
24750-7-14A	205 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 14A	& 15A S 90' LTS 14 & 15
24750-8-20A	200 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 8	LOT 20A	& 22
24750-8-20C	503 LAKE ST	MANSFIELD, CITY OF	BLK 8	LOT 20C	& 21B
24750-7-8	308 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 8,	9 & 7A N 4' OF LOT 7
24750-7-8	308 SHORT ST	MANSFIELD, CITY OF	BLK 7	LOT 8,	9 & 7A N 4' OF LOT 7
24750-7-4B	315 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 4B	& 5
24750-7-3	313 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 3	& 4A
24750-7-10B	305 TARRANT ST	MANSFIELD, CITY OF	BLK 7	LOT 10B	& 10C
24750-8-17	307 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 17	& 17A
24750-8-17A1	305 SHORT ST	MANSFIELD, CITY OF	BLK 8	LOT 17A1	& 17B
24750-8-7	505 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 7	8 15B & 16 A1240 TR 9A & PT CL A
24750-8-5-30	501 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 5	6 & S 35' 4
24750-8-5-30	501 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 5	6 & S 35' 4
24750-8-7	505 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 7	8 15B & 16 A1240 TR 9A & PT CL A
24750-8-7	505 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 7	8 15B & 16 A1240 TR 9A & PT CL A
24750-8-7	505 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 7	8 15B & 16 A1240 TR 9A & PT CL A
24750-8-7	505 E DALLAS ST	MANSFIELD, CITY OF	BLK 8	LOT 7	8 15B & 16 A1240 TR 9A & PT CL A

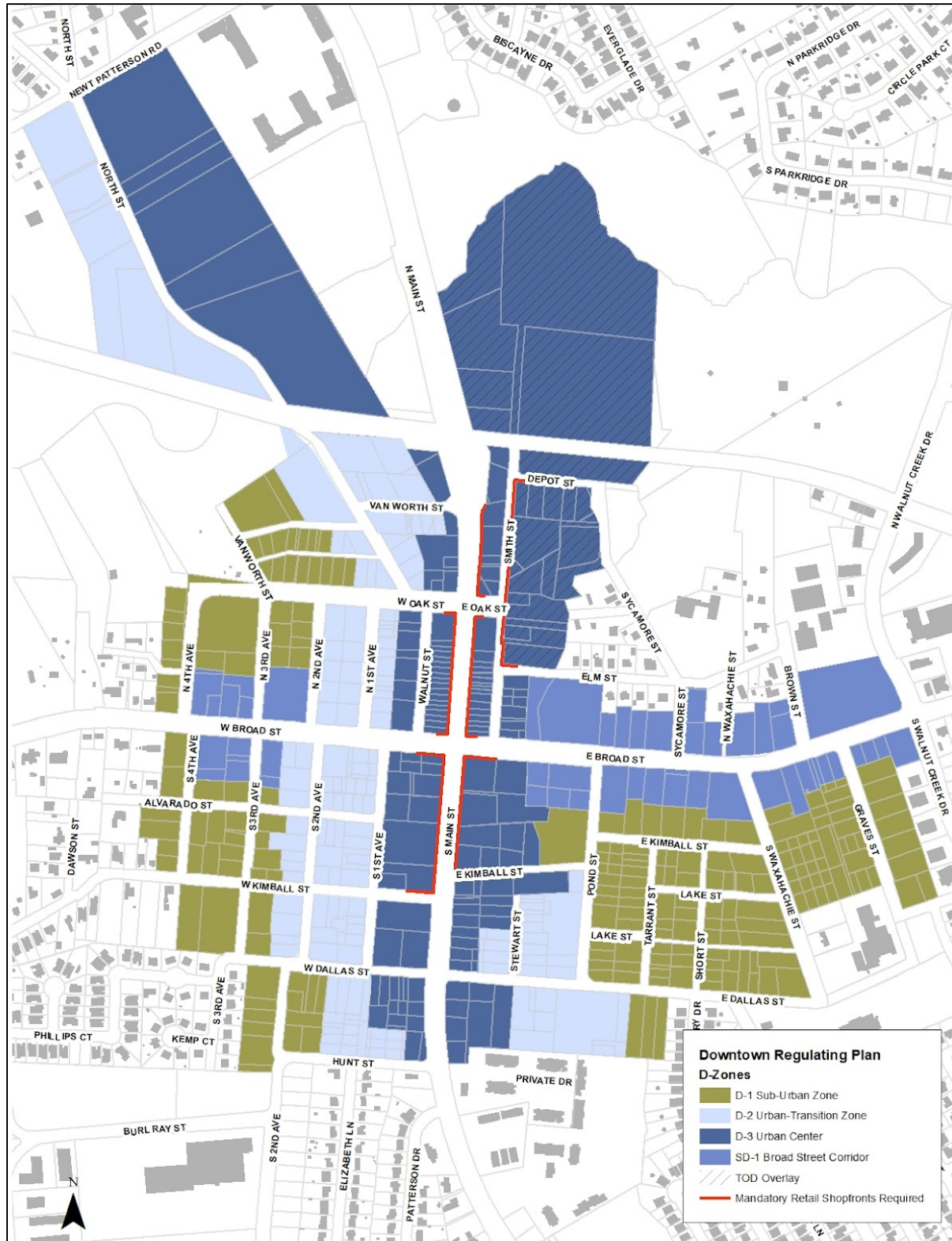
PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-22-16B	301 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16B,17B,18B,	& 19B S 95' OF LOTS 16-19
24750-22-16B	301 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16B,17B,18B,	& 19B S 95' OF LOTS 16-19
24750-22-16B	301 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16B,17B,18B,	& 19B S 95' OF LOTS 16-19
24750-22-16B	301 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16B,17B,18B,	& 19B S 95' OF LOTS 16-19
24750-22-12B	201 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12B,13B,14B	& 15B MID 70' OF LTS 12-15
24750-22-12C	203 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12C,13C,14C,15C	& PT OF CLSD ST S 43' 12-15,N20.
24750-22-16A	205 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16A,17A,18A,19A	& PT OF CLSD ST N36.8' 16-19,S 2
24750-22-12B	201 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12B,13B,14B	& 15B MID 70' OF LTS 12-15
24750-22-16A	205 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16A,17A,18A,19A	& PT OF CLSD ST N36.8' 16-19,S 2
24750-22-12B	201 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12B,13B,14B	& 15B MID 70' OF LTS 12-15
24750-22-16A	205 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 16A,17A,18A,19A	& PT OF CLSD ST N36.8' 16-19,S 2
24750-22-12C	203 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12C,13C,14C,15C	& PT OF CLSD ST S 43' 12-15,N20.
24750-22-12C	203 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 12C,13C,14C,15C	& PT OF CLSD ST S 43' 12-15,N20.
24750-22-24	111 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 24,12A,13A,14A	& LTS 15A & PT OF ALLEY N 16' OF
24750-22-24	111 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 24,12A,13A,14A	& LTS 15A & PT OF ALLEY N 16' OF
24750-22-24	111 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 24,12A,13A,14A	& LTS 15A & PT OF ALLEY N 16' OF
24750-22-24	111 S WAXAHACHIE ST	MANSFIELD, CITY OF	BLK 22	LOT 24,12A,13A,14A	& LTS 15A & PT OF ALLEY N 16' OF
24750-22-1A	508 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 1A,2A	& 3A N 130' OF LOTS 1 & 2 N 130'
24750-22-1A	508 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 1A,2A	& 3A N 130' OF LOTS 1 & 2 N 130'
24750-22-5B	104 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 5B,6A	& 7A S 7' E 120' LT 5,E 120' LT
24750-22-1B	102 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 1B,2B,3B,5A	& 1/2 OF ALLEY ON SOUTH S20' LTS
24750-22-1B	102 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 1B,2B,3B,5A	& 1/2 OF ALLEY ON SOUTH S20' LTS
24750-22-1B	102 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 1B,2B,3B,5A	& 1/2 OF ALLEY ON SOUTH S20' LTS
24750-5-34	113 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 34	37D & 37E

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-5-37C	208 E BROAD ST	MANSFIELD, CITY OF	BLK 5	LOT 37C	38 & 39B
24750-5-37C	208 E BROAD ST	MANSFIELD, CITY OF	BLK 5	LOT 37C	38 & 39B
24750-5-34	113 E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 34	37D & 37E
24750-28-4A	103 S 2ND AVE	MANSFIELD, CITY OF	BLK 28	LOT 4A	& 5B
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1C	104 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1C,	2C, 3C & LOTS 5A, 6A, 7A, & 8A
24750-28-1A	201 W BROAD ST	MANSFIELD, CITY OF	BLK 28	LOT 1A,	2A & 3A
24750-28-1A	201 W BROAD ST	MANSFIELD, CITY OF	BLK 28	LOT 1A,	2A & 3A
24750-28-1B	102 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1B,	2B & 3B
24750-28-1B	102 S 1ST AVE	MANSFIELD, CITY OF	BLK 28	LOT 1B,	2B & 3B
24750-34-4	405 W BROAD ST	MANSFIELD, CITY OF	BLK 34	LOT 4	& 6A (N 55' OF LOT 6)
24750-34-1A	102 S 3RD AVE	MANSFIELD, CITY OF	BLK 34	LOT 1A	& 5
24750-33-C1	200 S 3RD AVE	MANSFIELD, CITY OF	BLK 33	LOT C1	& D
24750-26-1B	302 S 1ST AVE	MANSFIELD, CITY OF	BLK 26	LOT 1B	2A & 3A
24750-26-1B	302 S 1ST AVE	MANSFIELD, CITY OF	BLK 26	LOT 1B	2A & 3A
24750-26-1C	304 S 1ST AVE	MANSFIELD, CITY OF	BLK 26	LOT 1C	& 2B (S PTS OF LTS 1 & 2)
24750-27-D	206 S 1ST AVE	MANSFIELD, CITY OF	BLK 27	LOT D	& C
24750-55-2A	108 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 2A	3 & PT CL ST
24750-55-8A	204 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 8A	& 4B
24750-55-4A	200 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 4A	& 8B
24750-55-7	206 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 7	7A 7A1 & 9
24750-55-7	206 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 7	7A 7A1 & 9
24750-55-7	206 E DALLAS ST	MANSFIELD, CITY OF	BLK 55	LOT 7	7A 7A1 & 9
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-4	506 E BROAD ST	MANSFIELD, CITY OF	BLK 22	LOT 4,3C,5C,6B,7C,10D,	LTS 11,20,21C, & PT OF ALLEY & P
24750-22-22B	302 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 22B,21B	& 23B S 100' LTS 22-23 S 100' E
24750-22-22B	302 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 22B,21B	& 23B S 100' LTS 22-23 S 100' E
24750-22-8B	202 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 8B,9B	& 10B MID PT LTS 8 & 9 E MID PT
24750-22-8B	202 GRAVES ST	MANSFIELD, CITY OF	BLK 22	LOT 8B,9B	& 10B MID PT LTS 8 & 9 E MID PT
24750-4-11R	302 W BROAD ST	MANSFIELD, CITY OF	BLK 4	LOT 11R	PER PLAT D214124067
24750-28-8R	200 ALVARADO ST	MANSFIELD, CITY OF	BLK 28	LOT 8R	
24750-28-4R	216 ALVARADO ST	MANSFIELD, CITY OF	BLK 28	LOT 4R	
24750-28-5R	212 ALVARADO ST	MANSFIELD, CITY OF	BLK 28	LOT 5R	
24750-28-6R	208 ALVARADO ST	MANSFIELD, CITY OF	BLK 28	LOT 6R	
24750-28-7R	204 ALVARADO ST	MANSFIELD, CITY OF	BLK 28	LOT 7R	
24750-27-1R2A	215 ALVARADO ST	MANSFIELD, CITY OF	BLK 27	LOT 1R2A	
24750-27-1R2B	211 ALVARADO ST	MANSFIELD, CITY OF	BLK 27	LOT 1R2B	
24750-30-2R	304 W KIMBALL ST	MANSFIELD, CITY OF	BLK 30	LOT 2R	
24750-30-1R	209 S 3RD AVE	MANSFIELD, CITY OF	BLK 30	LOT 1R	
24750-63-2B1	SYCAMORE ST	MANSFIELD, CITY OF	BLK 63	LOT 2B1	
24750-5-36R1	109 S MAIN ST	MANSFIELD, CITY OF	BLK 5	LOT 36R1	
24750-64-4A2	SYCAMORE ST	MANSFIELD, CITY OF	BLK 64	LOT 4A2	
24750-30-4R2	206 S 2ND AVE	MANSFIELD, CITY OF	BLK 30	LOT 4R2	
24750-30-4R1	204 S 2ND AVE	MANSFIELD, CITY OF	BLK 30	LOT 4R1	
24750-27-2R2	204 W KIMBALL ST	MANSFIELD, CITY OF	BLK 27	LOT 2R2	
24750-27-2R1	206 W KIMBALL ST	MANSFIELD, CITY OF	BLK 27	LOT 2R1	
24750-31-1R	307 W KIMBALL ST	MANSFIELD, CITY OF	BLK 31	LOT 1R	
24750-31-2R	304 S 2ND AVE	MANSFIELD, CITY OF	BLK 31	LOT 2R	
24750-6-15R	312 TARRANT ST	MANSFIELD, CITY OF	BLK 6	LOT 15R	
24750-47-14AR1	211 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 14AR1	
24750-47-14AR2	209 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 14AR2	
24750-47-14AR3	207 W DALLAS ST	MANSFIELD, CITY OF	BLK 47	LOT 14AR3	
32132-45-6R	111 VAN WORTH ST	PEREZ ADDITION	BLK 45	LOT 6R	
24750-36-3R	204 S 4TH AVE	MANSFIELD, CITY OF	BLK 36	LOT 3R	
24750-5-32A1A	E KIMBALL ST	MANSFIELD, CITY OF	BLK 5	LOT 32A1A	
24750-1-2R1	132 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 2R1	
24750-1-2R2	130 N MAIN ST	MANSFIELD, CITY OF	BLK 1	LOT 2R2	
24750-31-3R	308 S 2ND AVE	MANSFIELD, CITY OF	BLK 31	LOT 3R	
24750-31-4R	310 S 2ND AVE	MANSFIELD, CITY OF	BLK 31	LOT 4R	

PARCEL ID NUMBER	PROPERTY ADDRESS	SUBDIVISION OR SURVEY NAME	BLOCK OR ABSTRACT NUMBER	LOT OR TRACT NUMBER	ADDITIONAL INFORMATION
24750-26-1R1	203 W KIMBALL ST B	MANSFIELD, CITY OF	BLK 26	LOT 1R1	
24750-26-1R2	203 W KIMBALL ST A	MANSFIELD, CITY OF	BLK 26	LOT 1R2	
24750-16-1R	501 E BROAD ST	MANSFIELD, CITY OF	BLK 16	LOT 1R	
24750-10-1R	310 E BROAD ST	MANSFIELD, CITY OF	BLK 10	LOT 1R	
24750-4-3	105 N 1ST AVE	MANSFIELD, CITY OF	BLK 4	LOT 3	& 8
30353-1-3	451 NEWT PATTERSON RD	NOWELL ADD	BLK 1	LOT 3	19.94' by 270.52' PORTION OF LOT 3

TABLE 1: REGULATING PLAN. The allocation of D-zones.



Proposed D, Downtown Districts Exhibit "B"



Exhibit “C” D, Downtown District Standards

(Subject to Change, 9-13-21)

SECTION 155.072.

D, DOWNTOWN DISTRICT

CITY OF MANSFIELD, TEXAS

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A. PURPOSE.

The primary purpose of this district is to enable and encourage increased private investment in the historic downtown and in its immediate environs. It is further the purpose of this district to build on the work protecting the historic and cultural heritage of the historic downtown for the inheritance of future generations. The following policies provide further clarification on the purpose of this district:

1. That mixed-use development should be enabled and encouraged as a pattern of development to increase the residential density and the intensity of activity within the historic downtown in support of viable and diverse locally-oriented businesses and cultural institutions.
2. That development within the historic downtown should be attractive to the past, the present, and the future generations, and allow them to participate in its economic growth.
3. That small-scale, incremental development should be promoted and encouraged alongside larger development.
4. That building regulations should equitably balance the rights of the individual and the interests of the community as a whole.
5. That building form individually and collectively defines and supports the public realm.
6. That building configuration should support walkability, safe streets, and safe public spaces, creating pedestrian friendly neighborhoods.

7. That building configuration should define streets and public spaces as rooms, and should vary by context and intensity in coordination with neighboring properties.
8. That the harmonious and orderly evolution of the historic downtown and its surrounding areas should be secured through regulating the form of buildings.

B. DEFINITIONS.

This Section provides the specific definitions for terms in this Section that are either technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Section, then the Director of Planning shall determine the correct definition.

A-STREETS:

Those streets that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Section.

ACCESSORY UNIT:

A dwelling unit not greater than 800 square feet, and sharing ownership and utility connections with a principal building; and the dwelling may or may not be within an outbuilding and it may or may not be for rent.

ALLEY:

A way designated to be a second means of vehicular access to the rear or side of properties; an alley may connect to a vehicular driveway located to the rear of

lots providing access to outbuildings, service areas, or parking areas, and containing utility easements.

ATTIC:

The interior part of a building contained within a pitched roof structure.

AWNING:

A shading structure, cantilevered or otherwise entirely supported from a building, and used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to provide cover for outdoor seating for cafés and restaurants.

B-STREETS:

Those streets that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of A-Streets.

BED AND BREAKFAST:

Is an owner-occupied lodging type offering one to five bedrooms, permitted to serve breakfast in the mornings to guests.

BUILDING HEIGHT:

The vertical extent of a building measured in stories.

C-STREETS:

Those streets that may meet a standard lower than that of B-Streets.

CIVIC SPACE:

An outdoor area permanently dedicated for public use.

COMMERCIAL:

The term collectively defining lodging, office, and retail functions.

DOWNTOWN ZONES (D-ZONES):

One of several areas that are on a zoning map regulated by this Section. D-zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, density, height, and setback requirements, other elements of the intended human habitat are integrated, including those of the private lot and the building and its frontage.

DRIVEWAY:

A vehicular lane within a lot, often leading to a garage.

ENCROACH:

To break the plane of either a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public right-of-way, or above a height limit.

FAÇADE:

The exterior wall of a building that is set parallel or nearly parallel to a lot line bordering a street or civic space. Façades facing streets and civic space define the public realm and are therefore more regulated than the exterior walls facing the other property lines.

FOOD TRUCK SALES PARK:

A site approved through a specific use permit that allows for a permanent location for four or more food trucks. All such sites shall include required infrastructure and public seating for all food trucks serving guests in the park.

FRONT SETBACK:

Is the distance from the front lot line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of encroachments.

FRONTAGE:

The area between a building façade and vehicular lanes, and it is inclusive of its built and planted components.

FRONTAGE BUILDOUT:

The percentage of the lot width that is occupied by the building façade within the front setback.

FUNCTION:

The use or the uses accommodated by a building and its lot.

GALLERY:

Frontage wherein the façade is aligned close to the lot line abutting a street or civic space with an attached cantilevered shed or lightweight colonnade overlapping the sidewalk. *See DIAGRAM 7.*

GLAZING:

The transparent area of a building façade.

INN:

A type of lodging function, offering up to 10 bedrooms, permitted to serve breakfast in the mornings to guests.

INTERCOLUMNIATION:

The distance between two columns.

LINER BUILDING:

A building specifically designed to mask a parking lot or parking structure from a street or civic space.

LIVE-WORK:

A mixed-use unit consisting of a residential and a commercial function. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity.

LODGING:

A function available for daily and weekly renting of bedrooms.

LOT:

A parcel of land accommodating a building or buildings under single ownership.

LOT COVERAGE:

The percentage of a lot covered by buildings and other roofed structures.

LOT LINE:

The boundary that legally and geometrically demarcates a lot.

MANOR HOUSE:

A small two-story multi-family residential building of two to four dwelling units that reads visually like a detached single-family residence. The habitable area of the units shall not be greater than 1,200 square feet; and may be for rent, or for sale as a condominium. *See DIAGRAM 5.*

MIXED-USE:

Multiple functions permitted within the same building through superimposition or adjacency, or in multiple buildings by adjacency, or at a proximity determined by warrant.

MURAL:

Any piece of artwork painted, tiled, or otherwise applied directly on or affixed to an exterior wall.

OFFICE:

Characterizing premises available for the transaction of general business, but excluding retail use.

OTHER FUNCTION:

Any function other than residential.

OUTBUILDING:

An accessory building, and usually located toward the rear of the same lot as a principal building.

PARKING STRUCTURE:

A building containing one or more stories of vehicular parking above or below grade.

PASSIVE SPACE:

An outdoor area within a private lot dedicated for pedestrian-oriented uses and visibly accessible from a street or civic space; it is privately owned and maintained. *See DIAGRAM 6.*

PATIO:

A floor encroaching from a first story door that is enclosed by a fence or wall and may or may not be elevated from the sidewalk. *See DIAGRAM 8.*

PLANTER:

The element of the public right-of-way which accommodates trees and public lighting.

PORCH:

An open-air room appended to a building, with floor and roof, but no walls on the sides facing frontages. *See DIAGRAM 9.*

PRINCIPAL BUILDING:

The main building on a lot, usually located toward the front of the lot.

PRINCIPAL ENTRANCE:

The main point of access for pedestrians into a building.

RESIDENTIAL:

Premises available for long-term human dwelling.

RETAIL:

Premises available for the sale of merchandise and food service.

RETAIL FRONTAGE:

A frontage designated on the regulating plan that requires the provision of a shopfront, encouraging the first story to be made available for retail use.

ROW HOUSE:

A single-family dwelling that shares a party wall with another of the same type and occupies the full width of the front setback.

SHOPFRONT:

A frontage conventional for retail use with substantial glazing wherein the façade is aligned relatively close to the lot line bordering a street or civic space with the building entrance at sidewalk grade. *See DIAGRAM 10.*

STOOP:

A frontage wherein the façade is aligned close to the front lot line with the first story elevated from the sidewalk for privacy, with an exterior stair and landing at the entrance. *See DIAGRAM 11.*

STORY:

A habitable level within a building by which height is measured, excluding an attic or a raised basement.

STREETSCREEN:

A freestanding wall required to be built within a frontage, or co-planar with a façade.

VARIANCE:

A ruling that would permit a practice that is not consistent with either a specific provision or the purpose of this Section.

WARRANT:

A ruling that would permit a practice that is not consistent with a specific provision of this Section but is justified by its intent.

C. APPLICABILITY.

1. The provisions of this Section are activated by “shall” when required, and by “may” when optional.
2. The provisions of this Section, when in conflict, shall take precedence over those of other codes, ordinances, regulations, and standards except for:
 - a. Section 91 (Fire Protection and Prevention).
 - b. Section 150 (Building Regulations).
 - c. The Subdivision Control Ordinance.
3. The provisions of this Section or the numerical metrics of its tables, when in conflict with any of its diagrams and illustrations, shall take precedence.
4. The boundaries of this district shall be as shown in Table 1; and the boundaries of this district may be expanded to areas located outside of this district, provided that their boundaries are added to Table 1. Unless otherwise noted in this Section, boundaries of D-zones shall be mapped along street centerlines and along rear lot lines and side lot lines.
5. Planned unit development district regulations, as set forth in Section 155.066, shall not be applicable within this district.

D. NON-CONFORMITIES.

1. When a building or structure is proposed to be constructed or to be modified, the building or structure shall comply with the provisions of this Section. Any non-conforming building or structure may only be

expanded or modified, if the expansion or modification decreases the non-conformity and thereby results in greater conformance with the provisions of this Section.

2. The temporary or the illegal use of property shall not be sufficient to establish the existence of a non-conformity or to create rights in the continuation of a non-conformity.
3. Where buildings exist on adjacent lots, the Director of Planning may require that a proposed building match the setbacks and heights of adjacent buildings rather than the provisions of this Section.
4. Where sidewalks exist on adjacent lots, the Director of Planning may require that a proposed sidewalk match the width and materials of existing sidewalks rather than the provisions of this Section.
5. Any addition to or modification of a property located in this district, and also located in the H, Historic Landmark Overlay District, shall be subject to approval by the Historic Landmark Commission prior to review by the Director of Planning.

E. WARRANTS AND VARIANCES.

1. There shall be two types of deviations from the requirements of this Section: (i) warrants and (ii) variances.
2. A warrant shall allow a practice that is not consistent with a specific provision of this Section, but is justified by the purpose. The Director of Planning shall have the authority to administratively approve or disapprove any request for a warrant. Director of Planning decisions may

only be appealed to the City Manager or his/her designee within 15 days of the Director of Planning decision. Appeals shall be filed with the Department of Planning.

3. A variance is a ruling on a deviation other than a warrant. Variances may be granted by the Board of Adjustments with a recommendation provided by the Department of Planning.
4. Variance requests heard by the Board of Adjustments shall be heard as per the rules set forth in Section 155.113.

F. INSTRUCTIONS.

This Section sets forth the standards applicable to the development and to the modification of structures and other elements of the built environment within private lots.

1. The plans and the applications for proposed projects in this Section shall require a pre-development meeting. This meeting shall include the applicant and their design professionals and the associated City Departments.
2. The plans and applications required by this Section shall be subject to administrative approval.
3. This Section requires two types of plan submittals: (i) site plans and (ii) building plans. The building plans required for zoning review do not include any of the construction documents that are required for building permits. Both building plans and construction plans shall be submitted together for review.

4. Site and building plans submitted for approval shall demonstrate compliance with:
 - a. Streetscape standards.
 - b. Lot standards.
 - c. Building requirements.
 - d. Building function.
 - e. Parking standards.
 - f. Landscape standards.
 - g. Building frontage.
 - h. Building massing.
 - i. Building materials and configuration.
 - j. Signage standards.
 - k. Passive space.
 - l. Special building requirements, if any.
 - m. Special lot assemblage plans, if applicable.
 - n. TOD, transit overlay district, if applicable.
 - o. Warrants, if any.

G. DESCRIPTION OF DOWNTOWN ZONES.

The D, Downtown District, is further divided into three distinct downtown zones and one special district (D-zones) using the rural-to-urban transect to provide neighborhood structure for the historic downtown and environs. The rural-to-

urban transect is a means for considering and organizing the human environment according to intensities ranging from the most rural condition to the most urban condition. The D-zones are primarily classified by the: (i) physical intensity of the built form, (ii) complexity of uses within the zone, and (iii) relationship between the natural and built environment. The D-zones are calibrated to reflect existing and future contexts and their descriptions shall be as follows:

1. **D-1, SUB-URBAN ZONE:** this zone consists of residential areas with some commercial and mixed-use activity adjacent to higher intensity zones. The character of this zone consists of detached single-family residential surrounded by lawns and landscaped yards with limited office. Pedestrians may be occasionally present, and trees are within the public right-of-way.
2. **D-2, URBAN TRANSITION ZONE:** this zone consists of a mixed-use, but a primarily residential urban fabric. The character of D-2 zones consists predominately of attached buildings accommodating office, restaurant, and retail mixed with row houses and small multi-family residential buildings. There is substantial pedestrian activity in this zone and trees and public lighting are within the public right-of-way.
3. **D-3, URBAN CENTER ZONE:** this zone consists of mixed-use of the greatest variety and the highest intensity. The character of this zone consists of attached buildings that form a continuous street wall and accommodate diverse entertainment, multi-family residential, office, restaurant, and retail. The D-3 zone has the highest pedestrian and

transit activities; and trees and public lighting are within the public right-of-way.

4. **SD-1, BROAD STREET CORRIDOR:** this special district is intended to direct the re-use of historic buildings and their lots along portions of Broad Street from residential to office, restaurant, and retail uses. This special district is further intended to incubate and nurture new and distinct businesses for the historic downtown and its immediate environs.

H. STREETScape STANDARDS.

Streets in D-zones shall be assigned their designations according to Table 2. The following standards shall apply to the design and streetscape of new streets and to the modification of existing streets within D-zones.

1. A-Streets.
 - a. The streetscape standards for A-Streets shall be in accordance with the Historic Mansfield Downtown Design Plan and other plans and policies adopted by the City Council.
2. B-Streets.
 - a. The minimum public right-of-way width shall be 50 feet.
 - b. The minimum pavement width shall be 29 feet (i.e., measured from back of curb to back of curb).
 - c. The planter width shall be a minimum of four-and-a-half feet.
 - d. Trees shall be planted at 40 feet on center average within the planter.

- e. Public lighting shall be installed at 60 feet on center average within the planter.
 - f. Public lighting shall be a post type fixture.
 - I. Public lighting shall be a maximum of 16 feet in height.
 - II. Public lighting shall be 30 feet from the intersection of two streets.
 - g. The design of public lighting shall be approved by the Director of Planning.
3. C-Streets.
- a. The minimum public right-of-way width shall be 50 feet.
 - b. The minimum pavement width shall be 29 feet (i.e., measured from the back of curb to back of curb).
 - c. The planter width shall be a minimum of four feet.
 - d. Trees shall be planted at 40 feet on center average within the planter.
4. Smith Street.
- a. The future modification of Smith Street is envisioned to safely accommodate pedestrians, cyclists, and transit users, and to provide an attractive public realm able to support community events including festivals and outdoor food sales. Streetscape standards for Smith Street shall be in accordance with the plans and policies adopted by the City Council.

5. Alleys.
 - a. The minimum alley public easement right-of-way width shall be 20 feet.
 - b. The minimum pavement width shall be 14 feet.
 - c. Buildings and structures shall be set back a minimum of 10 feet from the centerline of the alley, except as provided below.
 - I. Garages accessed by an alley shall be set back from the centerline of the alley a minimum of 15 feet.
 - II. The design of alleys and the setbacks of structures from alleys shall accommodate utilities and refuse collection. Paved areas for utilities and refuse collection shall be a minimum of 10 feet from the centerline of the alley.
 - d. Alleys shall terminate at streets.
 - e. The minimum curb radius at the intersection of a street shall be determined by warrant.
6. Walkways. One walkway no wider than five feet and providing access from the principal entrance to the street shall be permitted.
 - a. Walkways shall be paved in brick, concrete, or stone.
7. Pedestrian connections to trail network. All multi-family residential, mixed-use, or commercial buildings to be developed or redeveloped on lots abutting Pond Branch Linear Park Trail, Walnut Creek Linear Park Trail, or any other future trail network funded by the City shall provide a paved pedestrian connection directly to the trail. The width of the

pedestrian connection and paving materials shall be subject to approval by the Director of Parks and Recreation.

8. Utilities. Utilities shall be placed underground, and within the public right-of-way, including alleys.
9. Except for streetscape standards adopted for A-Streets and Smith Street, the streetscape standards may be modified by a warrant.

I. LOT STANDARDS.

This Section regulates lots within D-zones, and standards shall be applied as follows:

1. Lots in D-zones shall front on a street or a civic space.
2. Lots in D-zones may be of any width and of any depth.
3. Lot coverage by buildings shall not exceed the maximum percentage by D-zone as provided in below:
 - a. D-1 zones: 50 percent maximum.
 - b. D-2 zones: 60 percent maximum.
 - c. D-3 zones: 70 percent maximum.
 - d. SD-1: none.

J. BUILDING REQUIREMENTS.

This section regulates the placement, height, and construction of buildings within D-zones, and standards shall be applied as follows:

1. Principal buildings. All principal buildings shall be setback from the boundaries of their lots by D-zone as provided in below:

- a. Front:
 - I. D-1 zones: a minimum of 15 feet and a maximum of 30 feet.
 - II. D-2 zones: no minimum and a maximum of 30 feet.
 - III. D-3 zones: no minimum and a maximum of 30 feet.
 - IV. SD-1: shall be determined by warrant.
 - b. Side: no minimum and no maximum in any D-zone.
 - c. Rear: a minimum of 15 feet (except as provided above for alley loaded configurations in Section 155.072(H)(5)).
 - d. The front setback requirements may be modified by warrant to accommodate slopes over 10 percent.
2. Outbuildings. All outbuildings shall be setback as follows:
- a. The side setback shall be a minimum of five feet as measured from the side lot line.
 - b. The rear setback shall be a minimum of five feet as measured from the rear lot line.
3. Setback considerations for utilities. The front, rear, and side setback requirements in this Section may be modified to accommodate utility easements and utility services (e.g., meters, pedestals, and other equipment).
4. Building height. Building height shall be as follows:

- a. Building height is measured in stories for each habitable level above-ground level according to the following:
 - I. Stories shall be measured from finished floor to finished ceiling.
 - II. Stories above the ground floor are limited to a maximum height of 14 feet.
 - III. Stories combined to exceed a maximum height of 14 feet shall be counted as multiple stories.
 - IV. Attics are not included in building height measurement and shall not exceed a maximum height of 14 feet.
- b. Principal buildings shall not exceed a maximum of four stories in height in all D-zones, except that principal buildings in the TOD shall not exceed a maximum of six stories in height.
- c. Outbuildings shall not exceed two stories in height and shall be no higher than the principal building on the same lot.
- d. For free-standing parking structures, building height shall be measured in feet. Free-standing parking structures shall not exceed 30 feet in height.
- e. For parking structures attached to a building or buildings for at least 50 percent of their perimeter, stories may exceed the limit for parking structure height provided they do not exceed the eave height of the attached building or buildings.

- f. Height limits for belfries, clock towers, chimney flues, elevator bulkheads, or masts shall be determined by warrant.
- 5. Habitable Area.
 - a. The habitable area for a single-family residence or a row house shall be a minimum of 1,800 square feet.
 - b. The habitable area for a multi-family residence shall be a minimum of 700 square feet.
 - c. The habitable area for an accessory unit within a principal building or an outbuilding shall not exceed 800 square feet.
- 6. Tenant flexibility.
 - a. The design of commercial spaces at the first and second story shall anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors shall be designed into the building.
 - b. Buildings shall provide maximum clear space between interior columns for first story retail and activity space.

K. BUILDING FUNCTION.

This Section delegates the use or the uses of buildings and their lots within D-zones, and standards shall be applied as follows:

- 1. Building use shall be limited to the allowable building functions by D-zone according to Table 3.
- 2. The following building uses are modified, and additional restrictions shall be applied as follows:

- a. Bed and Breakfast.
 - I. The maximum length of stay shall not exceed 10 days.
 - b. Live-work.
 - I. The commercial function is restricted to the first story.
 - II. The specific use shall be determined by warrant.
 - III. The business operator shall reside at the unit.
 - IV. The floor area assigned to the commercial function shall not exceed 1,000 square feet.
3. The following specific uses are not allowed within D-zones:
- a. Adult entertainment or adult-themed retail sales.
 - b. Automotive sales, automotive repair, or automotive service.
 - c. Body piercing parlors or tattoo parlors.
 - d. Car wash.
 - e. Check cashing.
 - f. Drive-through window or drive-through service.
 - g. Gas station.
 - h. Liquor store.
 - i. Pawn shop, secondhand shop, or thrift store.
 - j. Retail sales of tobacco products as a primary use.
 - k. Wholesale business.

L. PARKING STANDARDS.

1. Required parking. Parking requirements shall be determined by use as provided below:
 - a. A residential function with one bedroom (including accessory units) shall require 1.0 assigned parking spaces per unit.
 - b. A residential function with two or more bedrooms shall require 2.0 assigned parking spaces per unit.
 - c. A lodging function shall require 1.0 assigned parking spaces per bedroom.
 - d. An office function shall require 3.0 assigned parking spaces per 1,000 square feet.
 - e. A retail function shall require 4.0 assigned parking spaces per 1,000 square feet, except that retail spaces with 1,500 square feet of space or less shall be exempt from the required parking in this Section.
 - f. Other functions shall require parking in accordance with the provisions existing in Section 155.091.
 - g. In D-3 zones, the parking provided for multi-family residential buildings, mixed-use buildings, or commercial functions shall include the actual parking spaces provided within the lot and along the parking lane corresponding to the lot.

- h. In D-3 zones, 100 percent of the required parking for office or retail functions may be provided by a parking lot or parking structure within 800 feet of the lot.
- 2. Parking access.
 - a. Parking shall be accessed by alleys where available.
 - b. Parking may be accessed by driveways for lots at least 60 feet wide.
 - c. Driveways for single-family residences only, shall be limited to 12 feet in width. Portions of the driveways for the first 30 feet of depth shall not be used for parking.
 - d. Vehicular entrances to all parking lots and parking structures shall be no wider than 24 feet at the front lot line setback.
- 3. Garages.
 - a. Garages for single-family residences shall be detached, except as provided in below. All garages for single-family residences shall be located to the rear or side of the lot.
 - b. Front-facing attached garages shall only be permitted on lots for less than 60 feet in width.
 - c. Front-facing attached garages shall be set back at least 20 feet behind the façade and shall not exceed 40 percent of the width of that façade.
 - I. On all front-facing attached garages, a minimum of one opening for a window shall be provided.

- d. Garages for row houses may be attached to or detached from the dwelling, and shall be rear-facing.
- 4. Physical requirements for parking lots and parking structures.
 - a. All parking lots shall be masked from thoroughfares streets and civic spaces by a building or streetscreen.
 - b. All parking structures shall be masked by liner buildings at the first two stories.
- 5. A minimum of one bicycle rack place shall be provided in proximity to the principal entrance for every ten vehicular parking spaces.

M. LANDSCAPE STANDARDS.

The landscaping standards existing in the provisions of Section 155.092 shall apply to development and redevelopment within D-zones.

N. BUILDING FRONTAGE.

This Section prescribes standards that regulate the quality and the design of building frontages in support of pedestrian activity and a vibrant public realm. The standards of this Section are intended to ensure that buildings are designed with a clear sense of enclosure for all streets and civic spaces and enable streets and civic spaces to function as human-scaled outdoor rooms.

- 1. Lots fronting two or more streets or civic spaces shall have building frontages provided along each street or civic space.
- 2. All buildings shall have their principal entrance along streets or civic spaces.

3. All single-family residences at the first story shall provide a porch or stoop at the building frontage.
4. All row houses at the first story shall provide a stoop at the building frontage.
5. All multi-family residential buildings shall provide a patio or porch for each dwelling at the first story.
6. All office and retail functions at the first story shall have a shopfront at the building frontage at a minimum.
7. All loading docks and service areas shall be located towards the rear of the lot.
8. All building frontages shall occupy a minimum percentage of the lot line as provided below as frontage buildout:
 - a. D-1 zones: 60 percent.
 - b. D-2 zones: 70 percent.
 - c. D-3 zones: 80 percent.
 - d. SD-1: None.
9. Awnings shall be permitted to may encroach to within two feet of a curb with approval by the Director of Planning.
10. Balconies and bay windows shall be permitted to encroach to within five feet from the lot line.
 - a. All balconies and bay windows shall be no less than three feet deep.

11. Porches:

- a. Porches shall be no less than six feet deep.
- b. Porches shall be permitted to encroach to within five feet from the lot line.
 - I. Stairs to porches may encroach up to the lot line.
 - II. Stairs to porches shall not be permitted to encroach into the public right-of-way.

12. Stoops:

- a. Stoops shall be no less than five feet in depth.
- b. Stoops shall be between four feet and six feet in width.
- c. Stoops shall be covered by a pitched roof structure.
- d. Stoops may be recessed into the main volume of the building where setbacks are less than five feet.
- e. Stoops shall be permitted to encroach to within five feet from the lot line.
 - I. Stairs to stoops may encroach up to the lot line.
 - II. Stairs to stoops shall not be permitted to encroach into the public right-of-way.

13. Patios.

- a. Patios shall be no less than four feet in depth.
- b. Patios shall be covered by a pitched roof structure or a balcony above.

14. Shopfronts:

- a. Shopfronts shall be glazed with clear glass for no less than 70 percent of the total building wall area between two feet and 12 feet above the adjacent sidewalk, calculated independently for each building frontage.
- b. Shopfronts shall be designed with a bulkhead and display and transom windows.
- c. All bulkheads shall be between two feet and three-and-a-half feet in height.
- d. All display windows shall be placed above the bulkheads, and below the transom windows.
- e. All transom windows shall have dividing muntins and be free of signage.
 - I. Wall signs, if permitted, may be installed above transom windows.
- f. Shopfront doors, windows, awnings, details, and lighting shall be designed and constructed as a unified composition.

15. Galleries:

- a. Galleries shall be no less than 10 feet in depth.
- b. Galleries may encroach to within two feet of the curb with approval by the Director of Planning.
- c. Galleries shall clear a minimum of 10 feet above the sidewalk.

16. In the absence of a building façade along any part of a lot line within D-2 and D-3 zones, a free-standing wall shall be built co-planar with the façade. All streetscreens shall be between two and four feet in height, and shall have openings no larger than necessary to allow automobile and pedestrian access.
17. Commercial functions may utilize the public right-of-way for outdoor seating, serving, display of merchandise, and other business-related activities provided a contiguous clear path that is a minimum of six feet in width be maintained within the private lot, the public right-of-way, or a combination of both.

O. BUILDING MASSING.

1. Building façades along streets and civic spaces shall not exceed 200 feet in length.
2. Building façades along streets and civic spaces shall have openings for doors or windows or articulations such as projections or recesses every 20 feet.

P. BUILDING MATERIALS AND CONFIGURATION.

BUILDING WALLS.

1. Material.
 - a. Exterior finish shall be brick, stone, stucco, or wood within D-zones.

- I. Synthetic exterior finish shall be permitted provided the finish has the same appearance as the materials noted above and except as provided below.
 - II. Exterior insulated finishing systems (E.I.F.S.) shall not be permitted as an exterior finish.
- b. Bulkheads for shopfronts shall be brick, stone, or stucco.
 - c. Foundations shall be brick, poured concrete, or stone.
 - d. Arches and piers shall be constructed of brick or stone.
 - e. Columns shall be brick, concrete, stone, or stucco.
 - f. Posts shall be composite wood, metal, or wood.
 - g. Stoops shall be constructed of brick or stone and shall match the adjacent building façade.
 - h. Streetscreens shall be constructed of brick or stone and shall match the adjacent building façade.
 - i. Building color shall be selected according to building style and regional precedent.
2. Configuration.
- a. Where multiple exterior finishes are used on a single building, they shall only be combined on each façade horizontally, with the heavier material below the lighter (e.g., stone below brick and stucco, brick below stucco and wood, and stucco below wood).

- b. No more than two exterior finishes shall be used on a building, not including the foundation or trim.
- c. Building walls shall show the same exterior finish and designs on all sides.
- d. Brick or stone shall be integral color and unpainted.
- e. Stucco shall be cement with smooth-sand finish.
- f. Exposed exterior wood shall be painted or stained.
- g. Trim shall not exceed one inch in depth or six inches in width at corners and around openings. The front entrance trim may be any size or configuration.
- h. Arches and piers shall be no less than 12 inches by 12 inches.
- i. Columns and posts shall be no less than six inches by six inches at finished dimension.
- j. Upper story columns and posts shall align with the columns and posts below.
- k. Intercolumniation shall be vertically proportioned.

OPENINGS.

- 1. Material.
 - a. Windows shall be made of painted aluminum, wood, or vinyl, and shall have clear glass.
 - b. Garage doors shall be of metal, wood, or composite wood.
- 2. Configuration.

- a. Openings for doors and windows along streets or civic spaces shall be rectangular or square in proportion.
- b. Openings for doors and windows above the first story shall not exceed 50 percent of the total building wall area, each building façade shall be calculated independently.
- c. Openings above the first story shall be centered directly above the openings on the first story.
- d. Doors and windows that operate as sliders shall be prohibited along streets or civic space.
- e. Windows shall be single-, double-, or triple-hung or operable casements. Windows shall be rectangular with either vertical or square proportion. Transoms shall be oriented horizontally with vertically proportioned panes of glass. Multiple windows in the same rough opening shall be separated by a four-inch minimum post. The centerline of the window sash shall align within the centerline of the wall (no flush-mounted windows).
 - I. Windows in building façades of brick, stone, or stucco shall be recessed a minimum of three inches in depth.
- f. Muntins shall be true divided panes or be fixed on the interior and exterior surfaces. Panes shall be similar square or vertical proportions throughout the building.
- g. Garage doors, if visible, shall not exceed 10 feet in width.

ATTACHMENTS.

1. Material.
 - a. Balcony floors shall be of metal or wood plank.
 - b. Patio floors shall be of brick, concrete slab, or stone.
 - c. Porch floors shall be of concrete slab, stone, or wood plank.
 - d. Stoop floors shall be of brick or stone.
 - e. Awnings shall be of canvas or metal.
 - f. Galleries shall be constructed of metal or wood.
 - g. Chimneys, if visible, shall be brick, stone, or stucco.
2. Configuration.
 - a. The finished floor elevation for stoops shall be a minimum of two feet from the average sidewalk grade.
 - b. Chimneys, if visible, shall extend to the ground and shall have a projecting cap.
 - c. Bay windows shall extend to the floor inside and to the ground outside or be supported by visible brackets.
 - d. Balconies that face streets or civic space and cantilever shall be supported by visible brackets.
 - e. Awnings shall be sloping rectangles without bottom or side soffit panels.

ROOFS.

1. Material.

- a. Pitched roofs shall be asphalt shingles, metal, or slate.
 - b. Low-slope (flat) roofs shall be commercial quality roofing.
2. Configuration.
- a. Roofs shall be symmetrically pitched with a minimum angle 6 in 12, except that roofs provided for patios, porches, or stoops may be symmetrically pitched with a minimum angle 3 in 12. Low-slope (flat) roofs shall be permitted in D-2 and D-3 zones. Flat roofs shall be surrounded by a parapet wall no less than three-and-a-half feet high where the roof deck meets the parapet wall.
 - b. Skylights shall be flat to the roof plane.
 - c. Eaves shall be a minimum of 12 inches deep.
 - d. Rafter tails shall not exceed 6 inches in height at their ends.
 - e. Roof penetrations, including vent stacks, shall be placed on the roof slope that does not face a street or civic space.

FENCES AND WALLS.

- 1. Fences, walls, and other suitable visual screens in accordance with the provisions in Section 155.094 may be provided along the rear lot lines and the side lot lines except where both adjoining lot areas are used for surface parking or outdoor commercial uses.
- 2. All fences along streets and civic spaces shall not exceed four feet in height and shall be made of wood picket, iron, steel, or aluminum that appears to be iron.

- a. Fences along streets and civic spaces may have columns that are constructed of brick, stone, or stucco.
3. All streetscreens along streets and civic spaces shall be brick, stone, or stucco and match the adjacent building façade.
4. All fences, streetscreens, and walls along streets and civic spaces shall have designs different than the adjacent lots.

SCREENING.

1. Building mechanical equipment and refuse storage shall be visually screened and not located along streets or civic spaces.
2. Building mechanical equipment on all roof tops shall be screened in a manner consistent with the architectural design of the building on all sides. All screening shall be a minimum of 12 inches higher than the building mechanical equipment to be screened on all sides.

Q. SIGNAGE STANDARDS.

1. Unless otherwise noted below, all the provisions existing in Section 155.090, Sign Standards, shall apply to any property developed or redeveloped in accordance with the provisions of this Section.
2. The following permanent signs shall be prohibited within D-zones:
 - a. Advertising sign.
 - b. Electronic message sign and electronic reader board sign.
3. Except as provided below, the following signs shall be permitted for residential functions:

- a. One address sign, no more than six inches measured vertically, may be attached to the building in proximity to the principal entrance or at a mailbox.
- 4. Except as provided below, the following signs shall be permitted for other functions:
 - a. One wall sign may be applied above tenant shopfronts, below second story windows, and beneath the building cornice line. Wall signs shall not exceed three feet in height and shall not exceed 90 percent of the width of the building façade. Tenant shopfronts located at corner lots may have one wall sign per building façade.
 - b. One name plate sign, no more than two square feet, may be provided for each tenant.
 - c. One blade sign for each first story tenant, no more than six square feet, may be permanently installed perpendicular to the façade. Blade signs shall clear a minimum of eight feet above the sidewalk and project no more than two feet from the building façade. Tenants on corner lots may install one blade sign per building façade.
 - d. One window sign for each first story tenant, no more than nine square feet, may be installed within the store interior in neon tubing or applied directly to the glazing. Tenants on corner lots may install one window sign per building façade. Opaque signs are not permitted.

- e. Awnings may include signage in the form of text or graphics printed or applied directly to the top of the awning. Awnings may include signage in the form of text or graphics along the flap no more than eight inches measured vertically by the awning length.
 - f. One directory sign may be installed in accordance with the provisions existing in Section 155.090, Sign Standards.
 - g. One institutional sign may be installed in accordance with the provisions existing in Section 155.090, Sign Standards.
5. A-frame sidewalk signs may be permitted for retail functions in D-3 zones and shall be subject to the following standards:
- a. A-frame sidewalk signs shall not exceed three-and-a-half feet in height.
 - b. A-frame sidewalk signs shall not exceed two-and-a-half feet in width.
 - c. A-frame sidewalk signs shall not be located within three feet of a curb.
 - d. One A-frame sidewalk sign shall be permitted for each retail tenant at the first story.
6. Marquee signs may be permitted for live theaters in D-3 zones and shall be subject to the following standards:
- a. One marquee sign shall be permitted for each live theater.
 - b. Marquee signs shall clear 10 feet above the sidewalk.
 - c. Marquee signs may project to within three feet of curbs.

7. Ground-based, monument-type signs may be permitted for multi-family residential buildings in D-3 zones and commercial buildings in SD-1 zones and shall be subject to the following standards:
 - a. One ground-based, monument-type sign setback a minimum of five feet from the front lot line.
 - b. Ground-based, monument-type signs shall be constructed of brick, stone, or stucco.
 - c. Ground-based, monument-type signs shall be a maximum of six feet in height and a maximum of eight feet in width.
 - d. Each sign face of a ground-based, monument-type sign shall be a maximum of 25 square feet; and the total signage on all sign faces shall not exceed 50 square feet.
8. Murals may only be permitted for multi-family residential, mixed-use, and commercial buildings in D-3 zones.
9. Temporary signs shall comply with all the applicable regulations and restrictions found in Section 155.090.

R. PASSIVE SPACE.

This Section provides standards for locating and designing passive spaces in D-2 and D-3 zones, and standards shall be applied as follows:

1. Commercial and mixed-use development shall be required to provide passive space. Passive spaces shall be directly entered from a street or a civic space, except that such space may be directly entered from the side of the lot if visible from a street.

2. Passive space may be enclosed with a fence, hedge, or wall.
3. Passive space shall be paved in brick, concrete, gravel, or grass.
4. Passive space shall be privately owned and maintained.
5. Passive space shall be dedicated to one or more of the following:
 - a. Fountain.
 - b. Furniture games.
 - c. Multi-activity area.
 - d. Outdoor dining.
 - e. Public art.
 - f. Water feature.
 - g. Other similar activities to be determined by warrant.

S. SPECIAL BUILDING REQUIREMENTS.

To the extent that a Regulating Plan designates any of the following special requirements, standards shall be applied as follows:

1. A mandatory retail frontage designation requires a building provide a shopfront at the first story along the entire length of its frontage. The shopfront may be combined with an awning or gallery.

T. SPECIAL LOT ASSEMBLAGE PLANS.

Where multiple lots are assembled into single ownership, and will result in a land area of four or more contiguous acres, then it may be developed as a single project. Standards shall be applied as follows:

1. All streets shall terminate at other streets in intersections, forming a network.
2. All projects shall allocate at least 10 percent of its area to civic space. Civic space shall be designed as provided in below and as generally described in Table 5.
 - a. GREEN: shall be a minimum of 0.5 acres in size and provide the following improvements at a minimum:
 - I. One bike rack.
 - II. One bench per 1,500 square feet.
 - III. One canopy tree per 4,000 square feet.
 - IV. Lighting and trash receptacles shall be required.
 - b. PARK: shall be a minimum of 1.0 acres in size and provide the following improvements at a minimum:
 - I. One bike rack.
 - II. One bench per 2,000 square feet.
 - III. One canopy tree per 8,000 square feet.
 - IV. Lighting shall be required along all paths and trails and trash receptacles shall be required.
 - c. POCKET PARK: shall be a minimum of 1,000 square feet and a maximum of 0.25 acres in size and provide the following improvements at a minimum:
 - I. One bike rack.

- II. One bench per 1,000 square feet.
 - III. One canopy tree per 1,000 square feet.
 - IV. Lighting and trash receptacles shall be required.
- d. SQUARE: shall be a minimum of 0.2 acres in size and provide the following improvements at a minimum:
- I. One bike rack.
 - II. Two benches per 1,000 square feet.
 - III. One canopy tree per 1,000 square feet.
 - IV. Lighting and trash receptacles shall be required.
- 3. All civic spaces, with the exception of squares, shall front on at least one street.
 - 4. All furnishings in civic spaces shall meet applicable City standards.
 - 5. All principal buildings shall be within 800 feet of a civic space.

U. TOD, TRANSIT OVERLAY DISTRICT.

The TOD, Transit Overlay District, is assigned to land located in proximity to an existing or funded rail transit station. The provisions of this Section shall be modified as follows:

- 1. All multi-family residential and mixed-use buildings shall be at least four stories in height.
- 2. All office and retail functions within 660 feet of the future rail station may be exempted from required parking.

The allocation of D-zones.



Regulating plan street hierarchy.



TABLE 3: BUILDING FUNCTION AND SPECIFIC USE.

This table delegates the building functions and specific uses within D-zones.

BUILDING FUNCTION AND SPECIFIC USE				
	D-1	D-2	D-3	SD-1
A. RESIDENTIAL.				
ACCESSORY UNIT	■	■	■	■
MANOR HOUSE (UP TO FOUR UNITS)	■	■	■	■
MIXED-USE BUILDING		□	■	
MULTI-FAMILY RESIDENTIAL BUILDING		□	■	
ROW HOUSE	□	□	■	
SINGLE-FAMILY RESIDENTIAL (DETACHED)	■	■	■	■
B. LODGING.				
BED AND BREAKFAST (UP TO FIVE ROOMS)	□	■	■	■
INN (UP TO TEN ROOMS)		□	■	■
C. OFFICE.				
BUSINESS INCUBATOR			■	■
LIVE-WORK	■	■	■	■
OFFICE BUILDING		■	■	■
D. RETAIL.				
BREWERY OR BREWPUB			■	□
CAFÉ		■	■	■

BUILDING FUNCTION AND SPECIFIC USE				
	D-1	D-2	D-3	SD-1
ENTERTAINMENT VENUE			■	
FARMERS MARKET		□	■	■
FOOD TRUCK SALES PARK		□	□	
PERSONAL SERVICE		■	■	■
RESTAURANT		■	■	■
RETAIL BUILDING		□	■	■
E. OTHER.				
CHILDCARE CENTER	■	■	■	■
CONFERENCE CENTER			■	■
LIVE THEATER			■	
MUSEUM			■	■
PARKING LOT			■	
PARKING STRUCTURE			■	
RELIGIOUS ASSEMBLY	□	□	□	□

KEY:

- Permitted by right
- Permitted by specific use permit
- The use is not permitted

TABLE 4-A: WALL SIGN.

The wall sign type illustrated.



TABLE 4-B: AWNING SIGN.

The awning sign type illustrated.



TABLE 4-C: BLADE SIGN.

The blade sign type illustrated.



TABLE 4-D: A-FRAME SIGN.

The A-frame sign type illustrated.



TABLE 4-E: MARQUEE SIGN.

The marquee sign type illustrated.



TABLE 4-F: BLADE SIGN.

The blade sign type illustrated.



TABLE 5: CIVIC SPACE.

This table delegates the building functions and specific uses within D-zones.

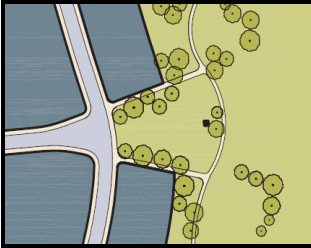
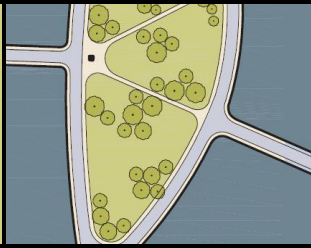
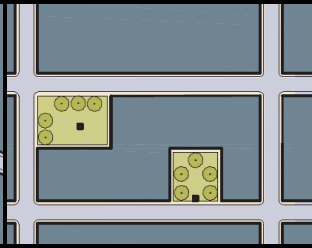
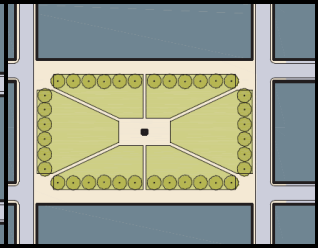
CIVIC SPACE			
PARK	GREEN	POCKET PARK	SQUARE
			

DIAGRAM 1.

Images are for illustrative purposes only and demonstrate physical intensities and complexities of land use in D-1 zones.



DIAGRAM 2.

Images are for illustrative purposes only and demonstrate physical intensities and complexities of land use in D-2 zones.



DIAGRAM 3.

Images are for illustrative purposes only and demonstrate physical intensities and complexities of land use in D-3 zones.



DIAGRAM 4.

Images are for illustrative purposes only and demonstrate physical intensities and complexities of land use in SD-1 zones.



DIAGRAM 5.

Image is for illustrative purposes only, showing a manor house.



DIAGRAM 6.

Image is for illustrative purposes only, showing a passive space in the form of public art.



DIAGRAM 7.

Image is for illustrative purposes only, showing a gallery frontage.



DIAGRAM 8.

Image is for illustrative purposes only, showing a patio frontage.



DIAGRAM 9.

Image is for illustrative purposes only, showing a porch frontage.



DIAGRAM 10.

Image is for illustrative purposes only, showing a shopfront frontage.



DIAGRAM 11.

Image is for illustrative purposes only, showing a stoop frontage.



Exhibit D

(2) Non-residential districts.

Zoning Districts (Numbers in brackets refer to exceptions in §155.055(C))	Lot Dimension (i.e. area, width, depth)	Maximum Floor Area Ratio	Minimum Building Setback (feet) (7) (10) (12)			Masonry Construction Requirement	Maximum Height (Feet) (2) (6)
			When abutting street right-of-way	When abutting other property lines (1) (3)			
				In a non-residential district	In a residential district		
OP	None	0.6	25	None	Refer to §155.095(C)	Refer to §155.056	35
C-1	None	0.6	25	None	Refer to §155.095(C)	Refer to §155.056	35
C-2	None	2.0	25	None	Refer to §155.095(C)	Refer to §155.056	50
C-3	None	2.0	25	None	Refer to §155.095(C)	Refer to §155.056	50
C-4	None	2.0	None	None	40	Refer to §155.056	40
I-1	None	2.0	30	None	40	Refer to §155.056	None
I-2	None	1.0	30	None	40	Refer to §155.056	None

EXHIBIT E

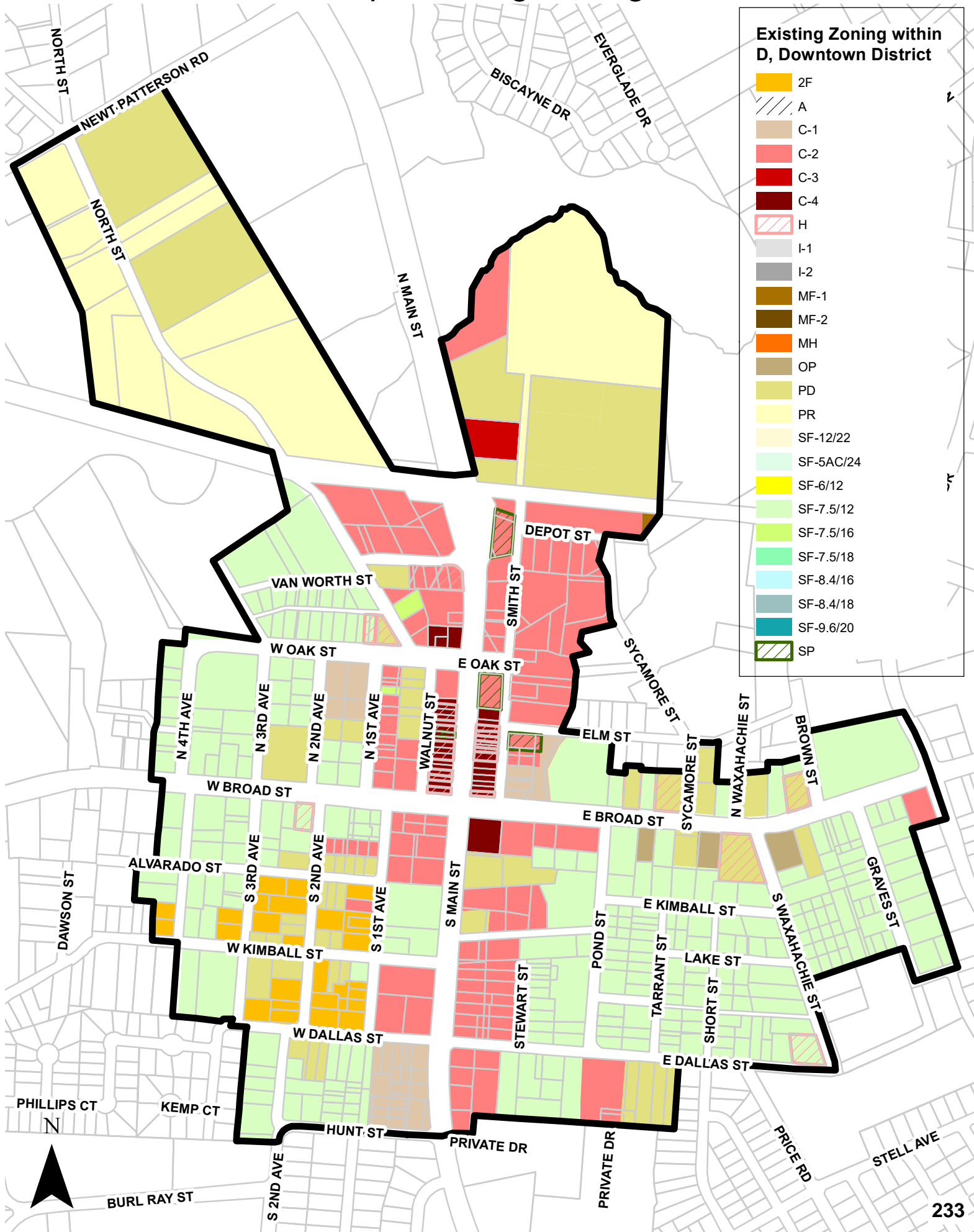
Table (D): Schedule of Sign Standards

(1) *Permanent signs.*

<i>Type of Sign</i>	<i>Zoning District Where Permitted*</i>	<i>Sign Classification Permitted</i>	<i>Max. Area in Square Feet</i>	<i>Max. Height in Feet</i>	<i>Max. Width in Feet</i>	<i>Min. Setback from Street Right-of-way Line in Feet**</i>	<i>Min. Setback from Side or Rear Property Line in Feet**</i>	<i>Max. Quantity / Min. Spacing</i>	<i>Lighting</i>	<i>Flashing</i>	<i>Motion</i>	<i>Additional Regulations</i>
Institutional	All Districts	M, W	50	10	10	10	15	One per street frontage plus one wall sign on the principal building	Yes	No	No	See notes (2) (6) (7) (10) & (11)
Apartment name	MF-1, MF-2	M, W	50	10	10	10	15	One per street entrance	Yes	No	No	See notes (2) (3) (4) (7) (10) & (11)
Name plate	All Districts	P, W	2	N/A	None	N/A	N/A	None	No	No	No	See note (6)
General business	C-1, C-2, C-3, C-4 , I-1, I-2	W	None	N/A	See note (1)	N/A	N/A	One per street frontage per individually owned lot or tract plus one wall sign per tenant who occupies such lot or tract	Yes	No	Yes	See § 155.090(E)
		M, PR	50	10	10	10	15		Yes	No	Yes	See notes (7) (10) & (11)
Advertising	C-3, I-1, I-2	P, G	600	40	None	10	15	See § 155.090(F)	Yes	No	Yes	See note (5)
Agricultural	A	M, W	32	10	10	10	15	One per street frontage	No	No	No	See note (10)
Subdivision	All Districts	M, W	32	6	10	N/A	N/A	One sign per street entrance to the subdivision	No	No	No	See notes (6) & (10)
Directory	OP	M, W	32	6	10	10	15	One per street frontage	Yes	No	No	See notes (10) & (11)
Window	All non-residential districts	N/A	See note (12)	N/A	N/A	N/A	N/A	N/A	Yes	No	No	Temporary

Electronic Message Center/Reader Board Sign	C-2, C-3, I-1, I-2	M	Limited to 50% of the sign area	See notes (8) (9) (10) & (11)
NOTES:				LEGEND: M - Monument sign P - Pole sign W - Wall sign G - Ground sign PR - Projection sign
1. Width not to exceed 75% of building or store front.				
2. Permitted on face of fence or wall in required front setback.				
3. For building identification only.				
4. Not applicable to rental single-family or two-family dwellings.				
5. Specific use permit required.				
6. Signs permitted in residential districts are also permitted in the PR district.				
7. On lots with direct frontage along U.S. 287 and S.H. 360 monument signs may have a maximum height of 15 feet and a maximum sign area of 75 square feet. The sign must be located along the highway frontage of the lot.				
8. Electronic message centers/reader boards may be used by institutional uses in any zoning district.				
9. Signs for theaters advertising current and coming attractions shall be exempt from the percentage restriction on electronic message center and reader board signs.				
10. See § 155.099(K)(13) for further regulations on monument signs.				
11. No freestanding sign may be located within 400 feet of another freestanding sign on the same lot or tract, measured along the street right-of-way lines.				
* Signs in any Historic Landmark District must comply with the provisions and approval procedures shown in § 155.069.				
12. The total sign area of window sign(s) shall not obscure more than 25% of the total window area on each facade. Doors shall not contain signage for any message other than business name, hours of operation and payment method, and such signage shall not exceed four square feet in total area.				
** Where the width of an easement is greater than the required setback, the sign must be located outside of the easement.				

Map, Existing Zoning





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4309

Agenda Date: 10/11/2021

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and Second and Final Reading of an Ordinance Approving a Change of Zoning from PR Pre-Development District to PD Planned Development District for Single-Family Residential Uses on Approximately 55.899 Acres out of the A. Bedford Survey, Abstract No. 60, Johnson County, TX, located at 2695 Howell Dr.; Sam Satterwhite of Engineering Concepts & Design, L.P. (engineer) and Terrance Jobe of Alluvium Development (developer) on behalf of William Troy and Brenda Sells Revocable Trust (owner) (ZC#21-010)

Requested Action

To consider the subject zoning change request.

Recommendation

Planning and Zoning Commission Recommendation

The Planning & Zoning Commission held a public hearing on September 7, 2021 and voted 5-1-1 that: (1) at the time of platting, the developer shall provide documentation from the gas pipeline operator indicating general acceptance of the street crossings and meandering trails as shown; (2) if the developer is seeking credit for any proposed park land dedication or park facilities or trail improvements associated with this development, they will need to be reviewed by the Director of Parks & Recreation and approved by the Mansfield Park Facilities Development Corporation and all proposed facilities receiving credit will need to be constructed to City Park standards; and (3) the developer collaborate with the Department of Planning on a concept plan with alley-loaded lots to create a unique development.

Following the recommendation of the Planning and Zoning Commission, the developer met with staff and made the following key revisions to their standards for development:

1. Ensured that Blocks 5, 6, and 9 provided only for alley-loaded lots.
2. Removed Type 3 lots (i.e., 70' wide lots), increasing the total number of proposed lots from 193 to 197.
3. Added a provision requiring the front yard setback on alley-served lots to be no less than 15' and no greater than 30'.
4. Added a provision requiring at least 30% of the homes on Type 2 lots (60' wide lots) to have a minimum dwelling area of at least 2,400 sq. ft.
5. Reduced the percentage of J-swing homes from 20% to 10%.
6. Enhanced the architectural considerations and community design standards as noted above.

Staff Recommendation

Staff recommends approval of the change in zoning, as presented, with the following conditions:

1. At the time of platting, the developer shall provide documentation from the gas pipeline operator indicating general acceptance of the street crossings and meandering trails as shown.
2. If the developer is seeking credit for any proposed park land dedication or park facilities or trail improvements associated with this development, they will need to be reviewed by the Director of Parks and Recreation and Senior Park Planner and approved by the Mansfield Park Facilities Development Corporation. All proposed facilities receiving credit will need to be constructed to City Park standards.

Description/History

Future Land Use designation: Sub-Area 4

Existing Use: Vacant land

Existing Zoning: PR, Pre-Development District

Surrounding Land Use & Zoning:

North - Vacant land (PR) and single-family residential (under construction) (PD)

South - Bedford Rd.; vacant land (Mansfield ETJ) across the street

East - Single-family residential (under construction), PD

West - Howell Dr.; vacant land and single-family residential (Mansfield ETJ) across the street

Thoroughfare Plan Specification:

Future realigned FM 157/Lone Star Pkwy. - principal arterial (six-lane divided)

Bedford Rd. - minor collector (three-lane undivided)

Howell Dr. - minor collector (three-lane undivided)

Comments and Considerations

The subject property consists of 55.899 acres of vacant land. The developer is requesting to rezone the property from PR Pre-Development District to PD Planned Development District for single-family residential uses.

Development Plan and Regulations

The developer plans to develop a single-family residential development called Birdsong West with 197 residential lots and 9 open space lots. The development will serve as an extension of the larger Birdsong development to the east and will largely include the same lot types and development standards, with the notable exception being that the lots in Birdsong West will have a 10' greater minimum lot depth. Birdsong West will be divided into two phases. Phase 1 (the eastern portion of the development) will include 103 residential lots, the enhanced entryway, a large open space lot with recreational amenities, and open space features along future FM 157. Phase 2 (the western portion of the development) will include 94 residential lots, the secondary entryway, a detention area, and open space features along Bedford Road and Howell Drive. The development

will include two lot types, which will be intermingled and distributed throughout the site as shown on the Development Plan. The composition of lot types will be 52% Type 1 and 48% Type 2. Blocks 5, 6, and 9 will be entirely served by alleys, which represents 61 rear-entry lots, or 31% of the lots. Details showing typical lot dimensions and setbacks for each lot type have been provided. The development will have a gross density of 3.52 dwelling units per acre and will have the following minimum standards:

	Type 1	Type 2
Minimum Lot Area:	6,000 sq. ft.	7,200 sq. ft.
Minimum Lot Width:	50'	60'
Minimum Lot Depth:	120'	120'
Minimum Front Yard:	25'	25'
Minimum Rear Yard:	15'	15'
Min. Interior Side Yard:	5'	5'
Min. Exterior Side Yard:	15'	15'
Minimum Floor Area:	1,800 sq. ft.	2,200 sq. ft.
Maximum Lot Coverage:	55%	55%
Maximum Height:	35'	35'

Notes:

- Location of Lot Type shall be in accordance with the Development Plan.
- Lots on a cul-de-sac, bulb, or elbow may be up to 10' narrower as long as the lot area exceeds the minimum lot area.
- Lots on a cul-de-sac, bulb, or elbow may be up to 10' shallower as long as the lot area exceeds the minimum lot area.
- Corner lots shall be at least 10' wider than the specified minimum lot width for each Lot Type specified above.
- Outdoor living areas shall have a minimum rear setback of 10' whether or not the area is covered by a roof which is integrated into the house.
- The minimum front yard setback may be reduced to 20' for homes with J-swing garages.
- The minimum front yard setback on lots with alley-loaded garages shall be no less than 15' and no greater than 30'.
- The minimum dwelling area on at least 30% of homes on Type 1 lots shall be 2,000 sq. ft.
- The minimum dwelling area on at least 30% of the homes on Type 2 lots shall be 2,400 sq. ft.

Architectural and Community Design Standards:

The architecture and community design standards will adhere to the City's Code of Ordinances, except as noted in the architectural and community design standards for this proposed development. These provisions include the following:

- A minimum of 10% of the total number of front-entry lots shall contain a J-swing, side-entry (door faces a side street), or non-front-entry (access to garage is from a drive interior to the lot) garage. J-swing garages shall not be required on Type 1 lots.
- If a garage door faces the street, the garage may not be closer to the street than the

primary façade of the home.

- Garage doors shall be constructed of wood or metal or a composite material made to have the appearance of wood.
- The exterior finish material on all building elevations, except for openings for doors and windows, shall be limited to any combination of brick, stone, wood, cementitious fiber board, and stucco. Stone and stucco shall meet the stated requirements.
- At least 50 percent of the lots served by an alley and at least 25 percent of the lots not served by an alley shall have front porches, meeting the stated requirements.
- Front stoops, posts, and windows shall meet the stated requirements.
- Minimum roof pitch shall be 6:12, with a minimum roof pitch of 3:12 for porches and other similar accents.
- All roofs shall include three-dimensional architectural shingles.
- Accessory structures shall adhere to the Zoning Ordinance requirements.

Each single-family lot will include two 3"-caliper canopy trees, one of which may be located in the back yard.

Access and Circulation

The development will be served by two main access points. The primary enhanced entryway will be off Bedford Road/future Lone Star Road (i.e., F.M. 157) and installed during Phase 1. A secondary entryway from Howell Drive will be installed during Phase 2. Two access points to the north and west will provide cross-access to the original Birdsong development; these access points will be constructed with Phase 1. In addition, right-of-way will be dedicated along future F.M. 157, Bedford Road, and Howell Drive to accommodate future expansion and improvements. When F.M. 157 is realigned, it is anticipated that the remaining portion of Bedford Road between the main entrance to the development and Howell Drive will be abandoned, with Howell Drive extending south to the newly-aligned F.M. 157.

Enhanced Entryway Plan

An Enhanced Entryway Plan has been provided, showing the enhanced entryway features planned for the entrances into the development. The primary entrance will be provided off Bedford Road/F.M. 157 and will include a divided boulevard section, enhanced pavers, decorative lights, entry signage, and enhanced landscaping. The secondary entrance off Howell Drive will include a smaller entry sign with stone columns, flush with the masonry screening wall, as well as some enhanced landscaping in front of the sign.

Open Space, Screening, and Amenities

An Open Space, Trail, and Screening Plan has been provided for the development and minimum standards for each element have also been outlined in the Development Standards. Along Bedford Road, Howell Drive, and the Future F.M. 157, the developer will provide a 6'-tall masonry screening wall to screen the residential lots from the roads. Where open space lots are adjacent to the road, ornamental metal or split-rail fencing shall be provided. In addition, at the main entry points, the lots siding the entryways will be screened by a 6'-tall wood fence with masonry columns. In front of the masonry screening walls along Future F.M. 157, Bedford Road, and Howell Drive, a 20' landscape buffer and a minimum 6'-wide meandering trail will be provided. The developer has indicated that

the gas pipeline operator has provided verbal consent for the trail configuration across their easement. However, the pipeline operator does not consent to landscaping in their easement. As such, only the portions of the landscape buffer north of the secondary entryway on Howell and the portion of the buffer east of the primary entryway on Bedford Road/Future F.M. 157 will include landscaping. Landscaping will consist of a mix of canopy trees and ornamental trees, with canopy trees comprising at least 33% of the plantings. In addition, in lieu of landscaping not being provided in the portion of the buffers located in the pipeline easements, the detention area at the southwest corner of the development will be enhanced with landscaping along the perimeter, particularly facing Bedford and Howell. Existing trees along the north boundary of the development and along a portion of Howell Drive are planned to be preserved. To provide amenities for neighborhood residents, the 4.38-acre open space lot at the northeast corner of the development will include a playground and pavilion area. Representative images showing the intended quality of the playground and pavilion have been provided.

Building Elevations

The developer has provided conceptual elevations for the proposed homes, which show a traditional masonry construction (with a mix of brick and stone), abundant articulation, and pitched roofs. Some of the homes include porches and J-swing garages to illustrate how those requirements will be accommodated. A note has been provided indicating that the images are representative products to illustrate general architectural design intent.

Summary

The proposed development will provide for the expansion of the Birdsong single-family residential development, generally following the same standards for the original development, with some improvements, including greater lot depth, requiring 31% of the lots to be served by alleys, requiring a minimum percentage of homes with front porches, and relaxing some of the exterior material and minimum roof pitch requirements to allow for a greater variety of architecture. The different lot types will be distributed throughout the community and intermingled within blocks to create a true community with a diversity of products. In addition, the enhanced entryway features, screening, preservation of trees, landscape buffers, trails, playground, and pavilion area will add value to the development and provide for the necessary landscaping, screening, and amenities for neighborhood residents.

2nd Reading:

The City Council held a public hearing and first reading on September 27, 2021 and voted 6-0 (Councilmember Bounds absent) to approve as discussed. There was discussion regarding providing additional plans that better illustrate the intended array of product types and architectural designs, establishing standards for first-floor ceiling height, increasing the minimum home sizes (with reduced exceptions for smaller minimum home sizes), increasing the percentage of homes with front porches, limiting the percentage of homes with reduced roof pitches, limiting the use of wood as an accent material only, requiring street trees, and providing surveillance cameras. The applicant collaborated with staff to make the following revisions based on the discussion with the City Council:

1. Increased the minimum residential floor area for the Type 1 lots from 1,800 sq. ft.

- to 2,000 sq. ft. (with an exception allowing a reduced minimum floor area of 1,800 sq. ft. for a maximum of 30% of the Type 1 lots)
2. Increased the minimum residential floor area for the Type 2 lots from 2,200 sq. ft. to 2,400 sq. ft. (with an exception allowing a reduced minimum floor area of 2,000 sq. ft. for a maximum of 30% of the Type 2 lots)
3. Provided standards to require street trees, including a landscaping strip to accommodate the street trees that is wider than typical, requiring the street trees to be planted every 50 linear feet (with adjustments allowed for front-loaded homes based on the location of driveways and utilities), and allowing the number of trees on the residential lot (not including the street tree) to be reduced from two to one if the front building line is less than 30'.
4. Revised the exterior finish material standards to limit the use of wood as an accent material only (not to exceed 10 percent of the total building wall area, with each elevation being calculated independently).
5. Increased the percentage of front porches on alley-served lots from 50% to 60%.
6. Revised the design standards for porch floors to be made of concrete slab or stone, with allowances for concrete slab to be covered with brick or wood plank and also allowing synthetic materials designed to look like the aforementioned materials and which match the materials on the adjacent building elevation.
7. Increased the minimum roof pitch from 6:12 to 8:12, with an allowance for up to 30% of the homes to have a reduced roof pitch of 6:12. Porches and other similar features may have a minimum roof pitch of 3:12.
8. Established a minimum first-floor ceiling height of nine (9) feet.
9. Corrected the number and percentage of lot types in each phase and overall.
10. Revised the Building Elevations exhibit to provide additional representative images illustrating the intended variety of product types and architectural designs and how the architectural requirements will be addressed.

Staff has reviewed the revisions and recommends approval, as presented, with the following conditions:

1. At the time of platting, the developer shall provide documentation from the gas pipeline operator indicating general acceptance of the street crossings and meandering trails as shown.
2. If the developer is seeking credit for any proposed park land dedication or park facilities or trail improvements associated with this development, they will need to be reviewed by the Director of Parks and Recreation and Senior Park Planner and approved by the Mansfield Park Facilities Development Corporation. All proposed facilities receiving credit will need to be constructed to City Park standards

Prepared By

Andrew Bogda, Planner
817-276-4287

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR 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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

FIRST READING APPROVED ON THE 27TH DAY OF SEPTEMBER, 2021.

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL
OF THE CITY OF MANSFIELD, TEXAS, THIS 11TH DAY OF OCTOBER, 2021.**

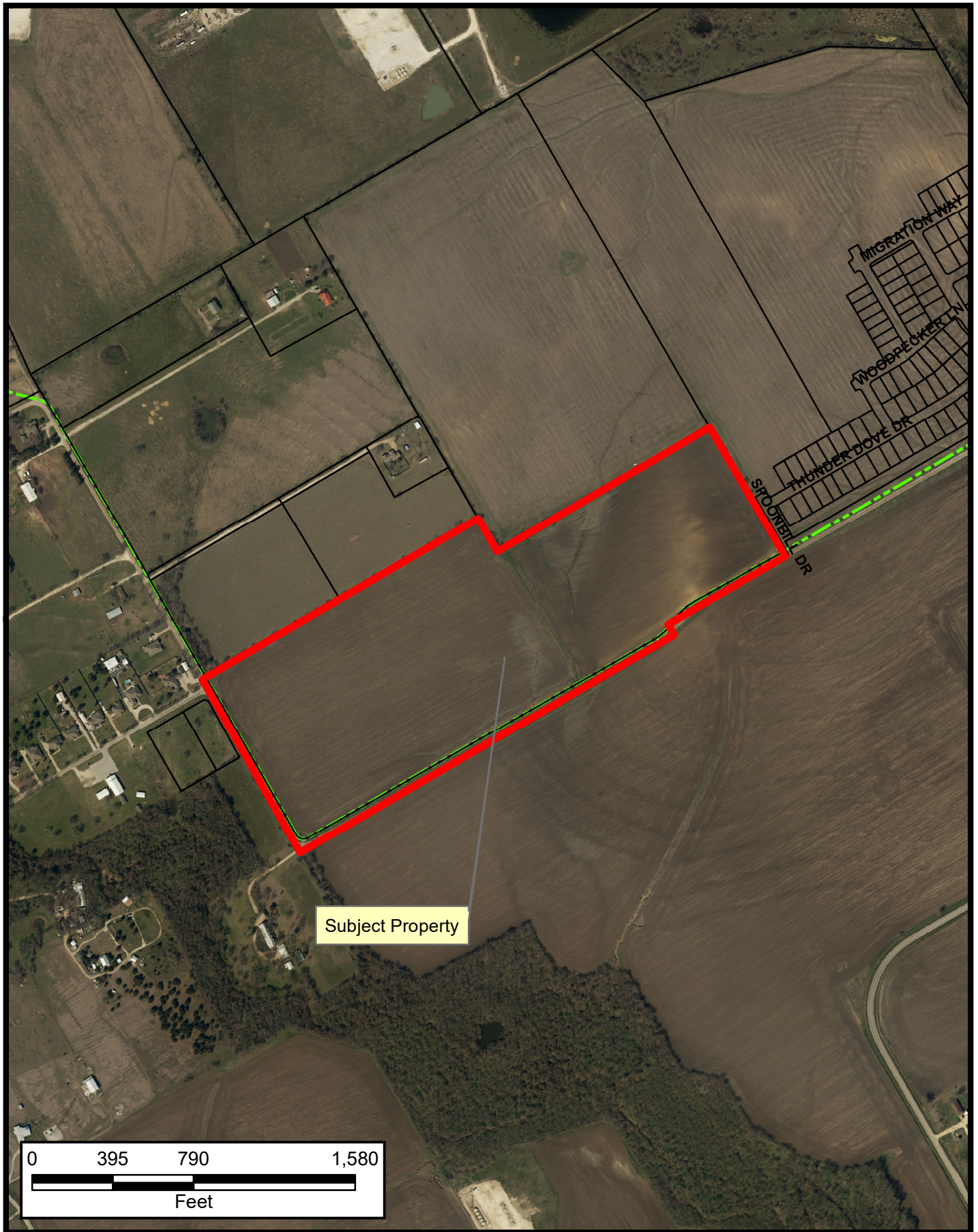
Michael Evans, Mayor

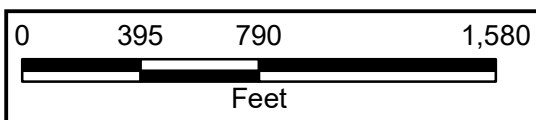
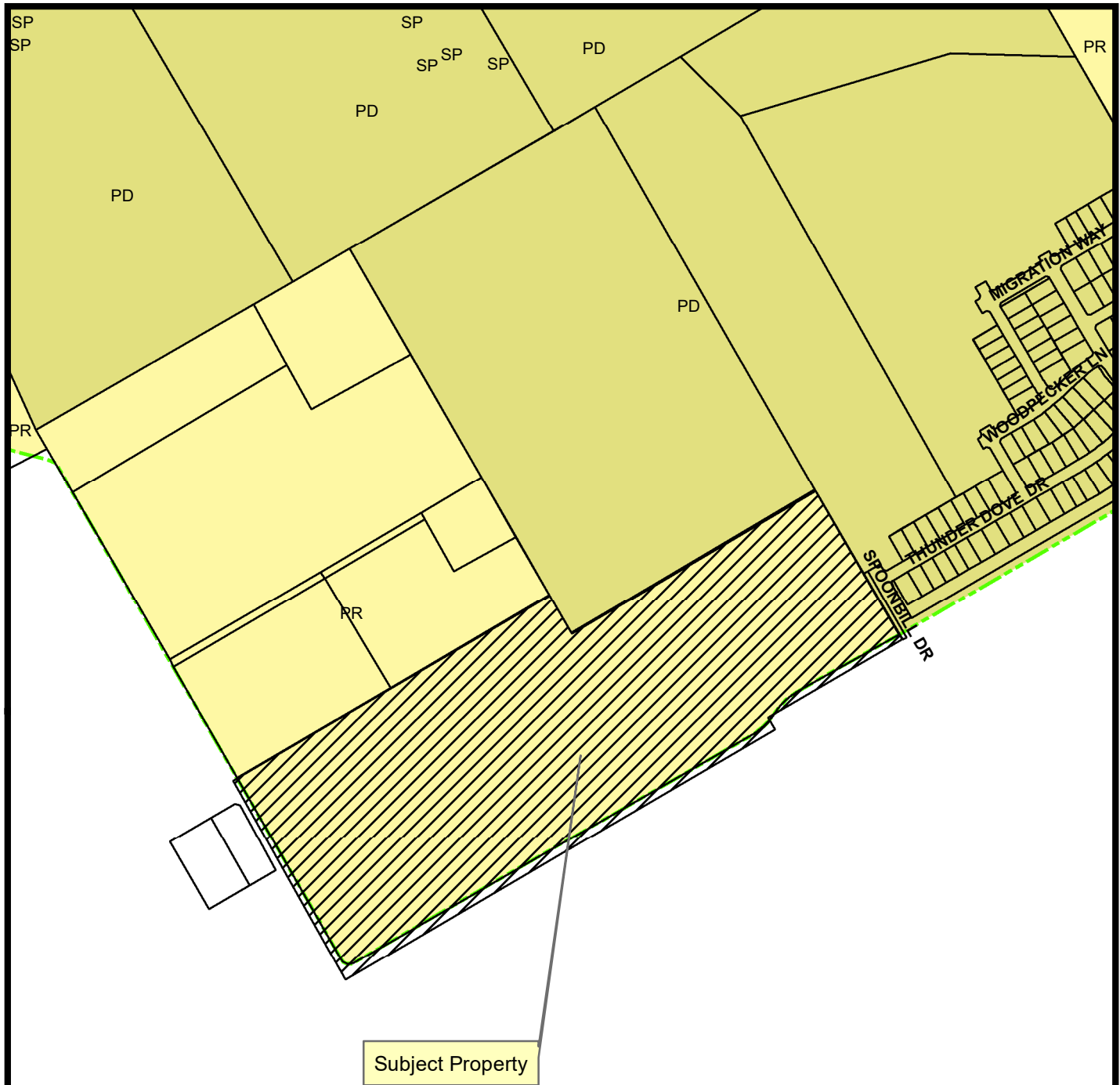
ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney





ZC#21-010

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.

8/26/2021

Property Owner Notification for ZC#21-010

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
A BEDFORD	TR 2	PHAM ANTHONY A ETUX THUVAN T TRAN	6915 FIELD LARK DR	ARLINGTON, TX	76002
A BEDFORD	TR 3	PHAM ANTHONY A	6915 FIELD LARK DR	ARLINGTON, TX	76002
A BEDFORD	TR 6	SELLS WILLIAM TROY ETUX BRENDA REVOCABLE TRUST	1048 NEWT PATTERSON RD	MANSFIELD, TX	76063
A BENFORD	TR 5	FIRST TEXAS HOMES INC	500 CRESCENT CT STE 350	DALLAS, TX	75201
BBB & C RR CO	TR 9,PT 87	FIRST TEXAS HOMES INC	500 CRESCENT CT STE 350	DALLAS, TX	75201

BEING 55.899 ACRES OF LAND LOCATED IN THE A. BEDFORD SURVEY, ABSTRACT NUMBER 60, JOHNSON COUNTY, TEXAS, BEING ALL OF THE WILLIAMS TROY SELLS AND BRENDA J. SELLS CALLED 55.61 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2014-25753, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 55.61 ACRE TRACT, SAME BEING IN THE NORTHEAST LINE OF THE DEBRA C. MEEKS AND HUSBAND, RAYMOND M. MEEKS CALLED 12.10 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2012-9516, (O.P.R.J.C.T.), FROM WHICH A P.K. NAIL FOUND BEARS NORTH 12 DEGREES 09 MINUTES 52 SECONDS WEST, A DISTANCE OF 25.67 FEET AND ALSO FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "MILLER RPLS 5665" FOUND BEARS SOUTH 71 DEGREES 42 MINUTES 54 SECONDS EAST, A DISTANCE OF 26.04 FEET;

THENCE NORTH 29 DEGREES 56 MINUTES 54 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 55.61 ACRE TRACT, A DISTANCE OF 42.37 FEET TO A RAILROAD SPIKE FOUND AT THE EAST CORNER OF A CALLED 0.337 ACRE RIGHT-OF-WAY DEDICATION AS SHOWN BY BLUEBONNET PARK ESTATES, AN ADDITION RECORDED IN CABINET 101, SLIDE K, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), SAME BEING THE NORTH CORNER OF THE ABOVE-MENTIONED 12.10 ACRE TRACT AND BEING IN COUNTY ROAD 520;

THENCE NORTH 29 DEGREES 56 MINUTES 51 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 55.61 ACRE TRACT AND ALONG COUNTY ROAD 520, A DISTANCE OF 509.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "R.W. COOMBS RPLS 5294" FOUND AT THE NORTH CORNER OF THE ABOVE-MENTIONED 0.337 ACRE RIGHT-OF-WAY DEDICATION, SAME BEING AT THE EAST CORNER OF THE ERICK SAENZ AND MAYRA SAENZ TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2019-14522, (O.P.R.J.C.T.);

THENCE NORTH 28 DEGREES 52 MINUTES 10 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 55.61 ACRE TRACT AND COUNTY ROAD 520, A DISTANCE OF 366.91 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF THE ABOVE-MENTIONED SAENZ TRACT SAME BEING THE EAST CORNER OF A 25' RIGHT-OF-WAY DEDICATION AS SHOWN BY CORDES ESTATES, AN ADDITION RECORDED IN SLIDE C-89, (P.R.J.C.T.) AND BEING AT THE APPROXIMATE INTERSECTION OF COUNTY ROAD 520 AND CORDES ROAD;

THENCE NORTH 29 DEGREES 50 MINUTES 04 SECONDS WEST, CONTINUING ALONG THE SOUTHWEST LINE OF SAID 55.61 ACRE TRACT AND COUNTY ROAD 520 AND THE COMMON NORTHEAST LINE OF THE ABOVE-MENTIONED 25' RIGHT-OF-WAY DEDICATION, A DISTANCE OF 54.72 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET AT THE WEST CORNER OF SAID 55.61 ACRE TRACT, SAME BEING THE SOUTH CORNER OF THE ANTHONY A. PHAM AND THUVAN T. TRAN TRACT AS DESCRIBED IN VOLUME 4042, PAGE 805, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.);

THENCE NORTH 59 DEGREES 38 MINUTES 59 SECONDS EAST, ALONG THE SOUTHEAST LINE OF THE ABOVE-MENTIONED PHAM TRACT AND THE SOUTHEAST LINE OF THE ANTHONY A. PHAM TRACT AS DESCRIBED IN VOLUME 4266, PAGE 289, (D.R.J.C.T.), SAME BEING A COMMON NORTHWEST LINE OF

SAID 55.61 ACRE TRACT, AT A DISTANCE OF 24.47 FEET PASS A 1/2" IRON ROD FOUND AT A FENCE CORNER, AND CONTINUING FOR A TOTAL DISTANCE OF 1561.13 FEET TO A 1/2" IRON ROD FOUND AT FENCE CORNER IN A SOUTHWEST LINE OF THE DALTON'S BEST MAID PRODUCTS, INC. CALLED 164.55 ACRE TRACT AS DESCRIBED IN VOLUME 2073, PAGE 260, (D.R.J.C.T.), SAME BEING AT AN EXTERIOR CORNER OF SAID 55.61 ACRE AND THE EAST CORNER OF THE ABOVE-MENTIONED PHAM TRACT (VOL. 4266, PG. 289);

THENCE SOUTH 30 DEGREES 07 MINUTES 40 SECONDS EAST, A DISTANCE OF 189.31 FEET TO A 5/8" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 55.61 ACRE TRACT AND A COMMON EXTERIOR CORNER OF THE ABOVE-MENTIONED 164.55 ACRE TRACT;

THENCE NORTH 59 DEGREES 42 MINUTES 21 SECONDS EAST, A DISTANCE OF 1201.07 FEET TO A 3/4" IRON ROD FOUND AT THE NORTH CORNER OF SAID 55.61 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 164.55 ACRE TRACT;

THENCE SOUTH 30 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 728.02 FEET TO A MAG NAIL WITH WASHER STAMPED "ONEAL 6570" SET IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 520 AT THE EAST CORNER OF SAID 55.61 ACRE TRACT, SAME BEING A SOUTH CORNER OF SAID 164.55 ACRE TRACT, AND FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "MILLER RPLS 5665" FOUND BEARS SOUTH 30 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 3.41 FEET;

THENCE ALONG THE SOUTHEAST LINE OF SAID 55.61 ACRE TRACT, AND GENERALLY ALONG COUNTY ROAD 520, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 59 DEGREES 45 MINUTES 59 SECONDS WEST, A DISTANCE OF 660.63 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" SET;
- 2) SOUTH 30 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" SET;
- 3) SOUTH 59 DEGREES 45 MINUTES 59 SECONDS WEST, A DISTANCE OF 2113.99 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 55.899 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS DESCRIBED HEREIN BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983(2011), NORTH CENTRAL ZONE (4202)

SEE EXHIBIT PREPARED EVEN DATE

PROJECT NO: 21017.00

BY: DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570



COMMUNITY FRAMEWORK

Birdsong West will be a continuation of the Birdsong neighborhood which is a multi-generational community where an emphasis on being able to experience a small-town environment where you know your neighbors, is balanced with the conveniences of a suburban lifestyle.

A similar variety of housing types and lot sizes will be provided to meet the needs of a complete life cycle. This mix of homes styles and sizes will be fully integrated throughout Birdsong West instead of establishing a pod-type development pattern. This will encourage a diverse community both in terms of the people and the families living in it, as well as the homes being built within it. This community design preference will also allow residents to move within the community and not have to distance themselves from family and friends as changes occur in their lives.

In keeping with the vision of Birdsong, public and private spaces are given equal importance and brought to the forefront with open spaces, a public park, and common areas interspersed throughout the neighborhood and connected with a compatible trail system. This design encourages personal interaction by families and residents in all stages of life.

SINGLE FAMILY STANDARDS

GENERAL STANDARDS

1. The design and development of the Birdsong West shall take place in general accordance with the attached Development Plan (Exhibit C), Open Space, Amenities, Trail, and Screening Plan (Exhibit D), and Building Elevations (Exhibit E).
2. Unless otherwise specified in this planned development, development within Birdsong West is governed by the Mansfield Zoning Ordinance as currently enacted at the time of approval of this ordinance by the City Council. In the event of any conflict or inconsistency between

these standards and the applicable City regulations, the terms and provisions of this planned development shall apply.

3. The design and construction of the public infrastructure and utilities shall be in accordance with the City of Mansfield design standards in effect at the time of permitting.
4. In the event of conflict between the written text and the illustrations provided in this planned development, the written text contained herein shall control.
5. The maximum number of homes in Birdsong West shall be 197.
6. A minimum of 13.5% of land (7.51 AC +/-) located within Birdsong West shall be used as open space.
 - A. In order for the open space to be counted towards meeting the minimum requirement, it must be at least 0.5 acre in size or contain recreational elements (i.e. hike & bike trail, exercise equipment, etc.) as well as be readily accessible to the residents of the Birdsong community. The open space may be public or private.
 - B. If the open space is private, it shall be owned and maintained by a mandatory Homeowner Association.
 - C. Within the Common Area identified as Block 10, Lot 1-X on the Development Plan (Exhibit C) and further depicted as Detail 'C' on the Open Space, Amenities, Trail, and Screening Plan (Exhibit D), a covered pavilion and accompanying play area equipment shall be provided for the use of Homeowners Association members.
7. Homeowners Association (HOA):
 - A. A mandatory homeowners association will be responsible for the maintenance of lots owned by the (HOA), alleys, detention ponds, pavilion, play area equipment not located within a public park, trails, entryway features, screening walls and fences, master developer provided canopy trees, landscaping at the entryway and on HOA lots, all as shown on Exhibits D & E.
 - B. The HOA documents shall be filed in accordance with the City of Mansfield policies. These documents shall be reviewed by the City Attorney prior to filing the final plat. The documents shall be filed with the final plat at Johnson County and deemed necessary by the attorney. The documents shall be submitted in a timely manner to allow for a

minimum of 60 days review. Failure to submit the documents or incomplete documents may result in delay of construction, acceptance of the subdivision or delay in approval of a building permit. The city does not accept the responsibility for any delays in construction, approval or acceptance of the subdivision caused by the failure to submit the association documents or the inaccuracy of the documents.

8. The proposed development will be in complete accordance with the provisions of the approved Planned Development District and all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.

DEVELOPMENT STANDARDS

1. Uses:

- A. Permitted uses allowed in Birdsong West shall be all principal and accessory uses which are allowed by right in the SF-7.5/18 Single Family Residential District, in accordance with the Permitted Use Table of the Mansfield Zoning Ordinance.
- B. A Specific Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the SF-7.5/18 Single Family Residential District, in accordance with the Permitted Use table of the Mansfield Zoning Ordinance.

2. The allowable lotting mix shall be as follows:

<u>LOT TYPE</u>	<u>LOTS</u>	
TYPE 1	82	42%
TYPE 2	<u>115</u>	58%
TOTAL	197	100%

3. Single-Family Detached Lot Development Standards (on the following page):

<u>DEVELOPMENT STANDARD</u>		
Lot Type	TYPE 1	TYPE 2
Minimum Lot Width	50'	60'
Minimum Lot Area (SQ FT)	6,000	7,200
Minimum Lot Depth	120'	120'
Minimum Front Yard Setback	25'	25'
Minimum Rear Yard Setback	15'	15'
Minimum Side Yard Setback	5'	5'
Exterior at Corner	15'	15'
Minimum Floor Area (SQ FT)	2,000	2,400
Maximum Lot Coverage	55%	55%
Maximum Height	35'	35'

NOTES:

- A. Location of Lot Type shall be in accordance with the Development Plan.
- B. Lots on a cul-de-sac bulb or elbow may be up to 10' narrower as long as the lot area exceeds the minimum area square footage.
- C. Lots on a cul-de-sac bulb or elbow may be up to 10' shallower as long as the lot area exceeds the minimum square footage.
- D. Corner lots shall be at least 10' wider than the specified minimum lot width for each Lot Type identified above.
- E. Outdoor living areas shall have a minimum rear setback of 10' whether or not the area is covered by a roof which is integrated into the dwelling unit.
- F. The minimum front yard setback may be reduced to 20' for dwelling units with J-swing garages.
- G. The minimum front yard setback on lots with alley-loaded garages shall be no less than 15' and no greater than 30'.

- H. A maximum of 30% of the dwelling units on Type 1 lots may have a minimum floor area of 1,800 square feet.
- I. A maximum of 30% of the dwelling units on Type 2 lots may have a minimum floor area of 2,000 square feet

4. Architecture and civic design standards: All structures constructed within the Birdsong West community shall comply with the architectural and civic design standards existing in Section 155.056 unless otherwise indicated below:

A. Streetscape standards:

- 1. A landscaping strip a minimum of six (6) feet in width shall be required along all streets in the development. Such landscaping strip shall be located between the back of curb of the street and the sidewalk edge of pavement. The landscaping strip shall be planted with grass and canopy street trees as provided below.
- 2. A sidewalk a minimum of five (5) feet in width shall be provided along all streets in the development. The sidewalk shall be constructed to City standards.

B. Garages:

- 1. A minimum of 10 percent of the total number of front-entry dwelling units within the Birdsong community shall contain a J-Swing, side-entry oriented (door facing a side street), or non-front entry (access to garage is from a drive interior to the lot) garage. J-Swing garages shall not be required on TYPE 1 lots.
- 2. Where garage doors face a street, the garage face may not be closer to the street than the front façade of the dwelling unit.
- 3. Garage doors shall be constructed of wood, metal, or a composite material made to have the appearance of wood.

C. Canopy Trees:

- 1. On all single-family lots, a minimum of 2, 3" caliper canopy trees shall be provided for each dwelling unit, one of which may be located in the backyard. This minimum requirement may be reduced to 1 canopy tree if the front building line is less than 30'.

2. At least one canopy street tree, installed at the time of home construction, shall be planted every 50 feet, on center, in the landscaping strip. Spacing may be adjusted for front entry lots based upon location of driveways and utilities.
 3. A maximum of 50 percent of the canopy street trees planted shall be of a single species.
- D. Exterior finish materials: The exterior finish material on all building elevations, except for openings for doors and windows, shall be limited to any combination of brick, stone, cementitious fiber board, and stucco. Wood may only be used as an accent exterior finish material and shall not exceed 10 percent of the total building wall area, with each elevation being calculated independently. Configurations for stone, stucco, and wood shall be as provided below:
1. All stone shall be detailed and laid to resemble structural stone walls (i.e., stone shall be chopped or saw cut).
 2. All stucco shall be cement plaster made of cement sand and lime and shall be applied to elevations using a three-step process with a smooth or sand-finish. Exterior insulated finishing systems (E.I.F.S.) or other synthetic stucco as defined by the International Building Code shall be prohibited on all elevations.
 3. All wood shall be painted or stained.
- E. Front Porches: Except as provided in below, a front porch shall be provided for 60% of all dwelling units constructed on alley-served lots and a front porch shall be provided for at least 25 percent of the dwelling units constructed on lots not served by an alley. Front porches shall meet the following requirements:
1. Front porches shall be located at the front door of the dwelling unit and have a minimum size of 60 square feet, excluding the recessed entryway.
 2. Front porches shall have a minimum depth of six (6) feet and provide ample room for outdoor furniture.
 3. Front porches shall be covered and open on a minimum of two (2) sides.
 4. Front porches may encroach up to 50 percent of the depth of the front setback.

5. Porch floors shall be made of concrete slab or stone; and concrete slab may be covered with brick or wood plank. Synthetic materials are permitted provided they have the appearance of the materials noted above and match the materials on the adjacent building elevation.
 6. The Director of Planning may administratively approve a porch that deviates from these specific requirements if it meets the overall intent of the standards for porch design.
- F. Stoops, where provided:
1. Stoops shall be no less than five feet in depth.
 2. Stoops shall be between four feet and six feet in width.
 3. Stoops shall be covered by a pitched roof structure.
 4. Stoops may be recessed into the main volume of the building where setbacks are less than five feet.
 5. Stoops shall be constructed of brick or stone.
 6. Stoops may encroach up to 50 percent of the depth of the front setback.
- G. Roofs:
1. All dwelling units shall have pitched roofs.
 2. All pitched roofs shall be symmetrically sloped no less than 8:12, except that no more than 30 percent of the dwelling units may have pitched roofs symmetrically sloped no less 6:12. Pitched roofs for porches, stoops, and other similar architectural features may be sloped no less than 3:12.
 3. All roofs shall be clad in three-dimensional architectural shingles.
- H. Ceiling Height: The minimum ceiling height at the first story of all dwelling units shall be nine (9) feet.
- I. Posts: Where provided, posts shall be a minimum of six (6) inches by six (6) inches in dimension; and, where provided, columns shall be a minimum of 12 inches by 12 inches in dimension. The materials and configurations for posts and columns shall be as provided below:

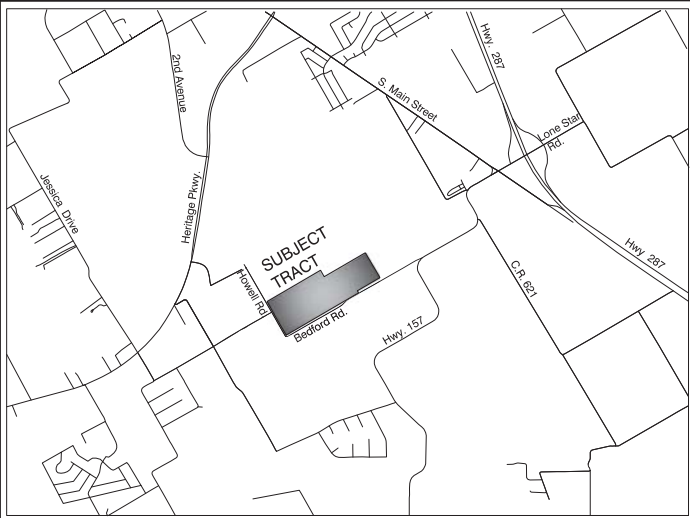
1. All posts shall be made of wood or synthetic materials provided they have the appearance of wood; and posts may have piers constructed of brick or stone. Piers shall be a minimum of 12 inches by 12 inches in dimension.
 2. All columns shall be made of brick, concrete, or stone.
 3. All spaces between posts and columns shall be vertically proportioned.
- J. Windows:
1. All elevations facing a street or open space shall be no less than 15 percent and no more than 30 percent glazed in glass.
 2. Flush-mounted windows shall be prohibited. All windows in elevations of brick, stone, or stucco shall be recessed a minimum of three (3) inches in depth from the exterior wall.
- K. Accessory buildings and structures: All accessory buildings and structures shall comply with the architectural and other design considerations in the Zoning Ordinance.

COMMUNITY DESIGN STANDARDS

1. Community Buffers:
 - A. Lone Star/Bedford Road and Howell Drive:
 1. A minimum 20' wide landscape buffer shall be provided adjacent to the right-of-way. Berms and retaining walls may be constructed within the buffer.
 2. A mix of canopy and ornamental trees shall be planted within the required landscape buffer. Canopy trees shall comprise at least 33% of all tree plantings within the buffer.
 - i. Canopy Trees or Ornamental Shrubs will not be required within the Landscape Buffer beginning at the Primary Entrance on Bedford Road and continuing to the Secondary Entrance on Howell Drive.
 3. Ground cover may also be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, turf, mulched planter beds and hardscape.

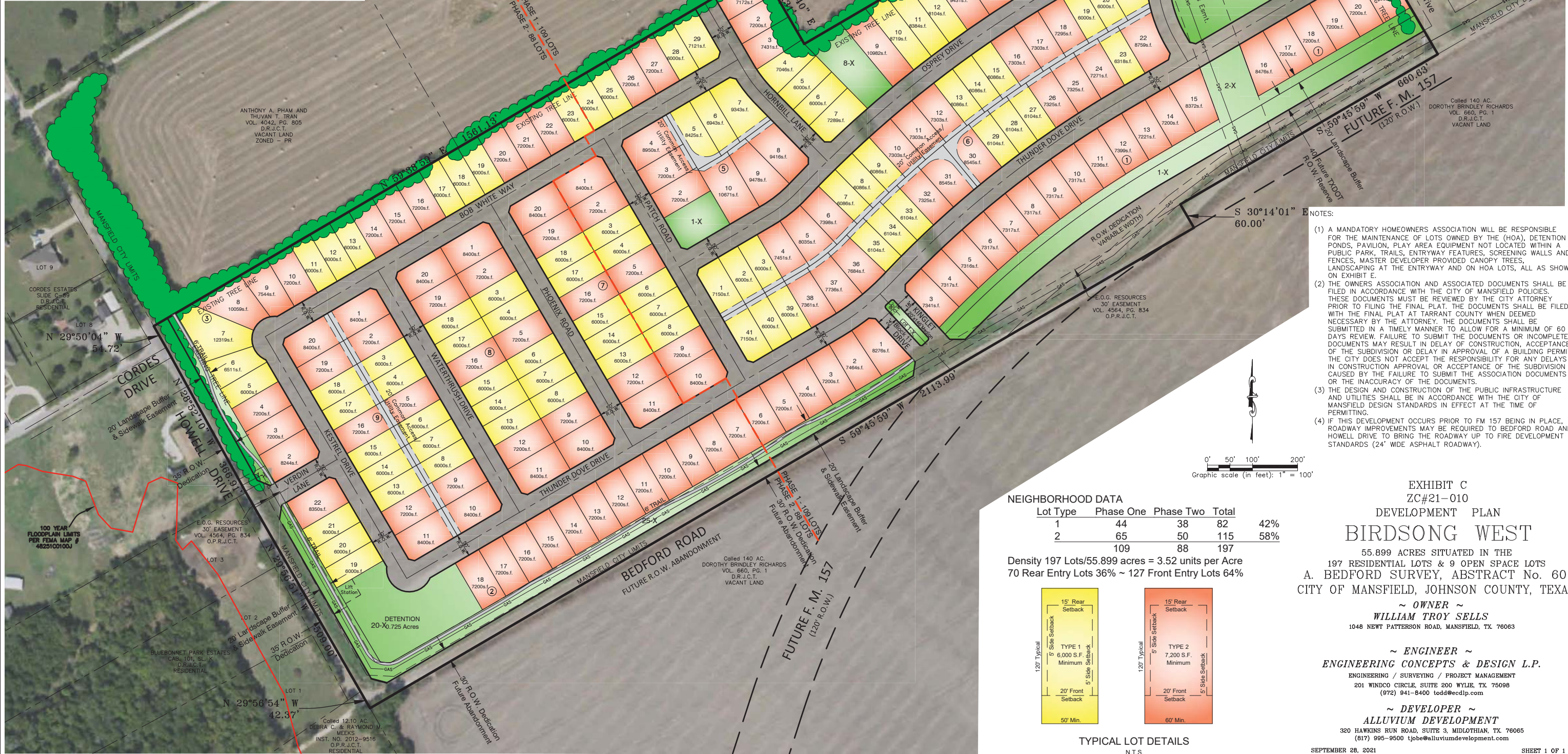
4. A minimum 6' – 8' wide, concrete trail shall be provided within the buffers along Lone Star/Bedford Road and Howell Drive. The location of the trail shall be coordinated with the gas pipeline operators, other public utilities, and any trail located within adjacent developments.
2. Buffer Vegetation:
 - A. Canopy Trees: Canopy trees shall be a minimum 3 caliper inches in size, measured 6" above the planting surface, and 7' in height at the time of planting.
 1. Canopy trees shall have a minimum crown spread of 25' at maturity.
 - B. Ornamental Trees: Ornamental trees shall be a minimum 1 caliper inch in size, measured 6" above planting surface at the time of planting.
 1. Ornamental trees shall have a minimum spread of 15' at maturity.
 2. Ornamental trees having a mature crown spread of less than 15' may be substituted by grouping the trees to create the equivalent crown spread of 15'.
 - C. Shrubs shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.
 - D. As per Exhibit D, the existing tree line along the northern boundary of the development shall be preserved.
 - E. Within the Detention Area identified as Block 2, Lot 20-X on Exhibit C, a mix of Canopy Trees and Ornamental Shrubs will be required to provide additional live screening. Further, commercial grade benches (which shall be approved in writing by the Director of Parks & Recreation) will be placed within Lot 20-X so as to add further opportunities for gathering and personal interaction by residents.
 - F. All landscaping shall be provided in accordance with an approved landscape plan prior to acceptance of the subdivision by the City except as follows. During times of drought or water emergency response stages, or inappropriate season for the plant material, (i.e. Ornamental tree in August or Agave in January) the Planning Director or his/her designee may grant permission to delay the installation of the required landscaping for up to 6 months.

3. Irrigation: Landscape buffer shall be irrigated with irrigation systems. Tree and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.
4. Perimeter Screening:
 - A. Lone Star/Bedford Road and Howell Drive:
 1. Screening where lots back or side: Minimum 6' tall and maximum 8' tall articulated brick and stone screening wall with enhanced landscaping (shrubs, grasses, etc.) in the recessed areas.
 2. Where open spaces are adjacent to the road, ornamental metal or split rail fencing shall be provided.
 3. Lots siding to Primary and Secondary entrances into the development shall include wood fences with masonry columns.
5. Neighborhood Entry Features: Architectural features on masonry walls or masonry monuments shall be located at the primary and secondary entrance for Birdsong West. The general design of which shall correspond with Exhibit E. Entry features and/or community signage may be lighted.

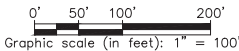


LOCATION MAP

N.T.S.



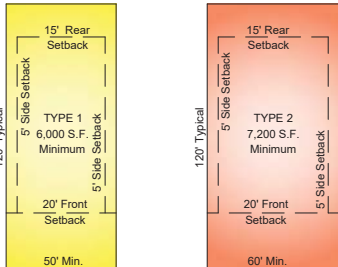
- NOTES:
- (1) A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF LOTS OWNED BY THE (HOA), DETENTION PONDS, PAVILION, PLAY AREA EQUIPMENT NOT LOCATED WITHIN A PUBLIC PARK, TRAIL, ENTRYWAY FEATURES, SCREENING WALLS AND FENCES, MASTER DEVELOPER PROVIDED CANOPY TREES, LANDSCAPING AT THE ENTRYWAY AND ON HOA LOTS, ALL AS SHOWN ON EXHIBIT E.
 - (2) THE OWNERS ASSOCIATION AND ASSOCIATED DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THESE DOCUMENTS MUST BE REVIEWED BY THE CITY ATTORNEY PRIOR TO FILING THE FINAL PLAT. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT AT TARRANT COUNTY WHEN DEEMED NECESSARY BY THE ATTORNEY. THE DOCUMENTS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A MINIMUM OF 60 DAYS REVIEW. FAILURE TO SUBMIT THE DOCUMENTS OR INCOMPLETE DOCUMENTS MAY RESULT IN DELAY OF CONSTRUCTION, ACCEPTANCE OF THE SUBDIVISION OR DELAY IN APPROVAL OF A BUILDING PERMIT. THE CITY DOES NOT ACCEPT THE RESPONSIBILITY FOR ANY DELAYS IN CONSTRUCTION APPROVAL OR ACCEPTANCE OF THE SUBDIVISION CAUSED BY THE FAILURE TO SUBMIT THE ASSOCIATION DOCUMENTS OR THE INACCURACY OF THE DOCUMENTS.
 - (3) THE DESIGN AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF MANSFIELD DESIGN STANDARDS IN EFFECT AT THE TIME OF PERMITTING.
 - (4) IF THIS DEVELOPMENT OCCURS PRIOR TO FM 157 BEING IN PLACE, ROADWAY IMPROVEMENTS MAY BE REQUIRED TO BEDFORD ROAD AND HOWELL DRIVE TO BRING THE ROADWAY UP TO FIRE DEVELOPMENT STANDARDS (24' WIDE ASPHALT ROADWAY).



NEIGHBORHOOD DATA

Lot Type	Phase One	Phase Two	Total	
1	44	38	82	42%
2	65	50	115	58%
	109	88	197	

Density 197 Lots/55.899 acres = 3.52 units per Acre
70 Rear Entry Lots 36% ~ 127 Front Entry Lots 64%



TYPICAL LOT DETAILS
N.T.S.

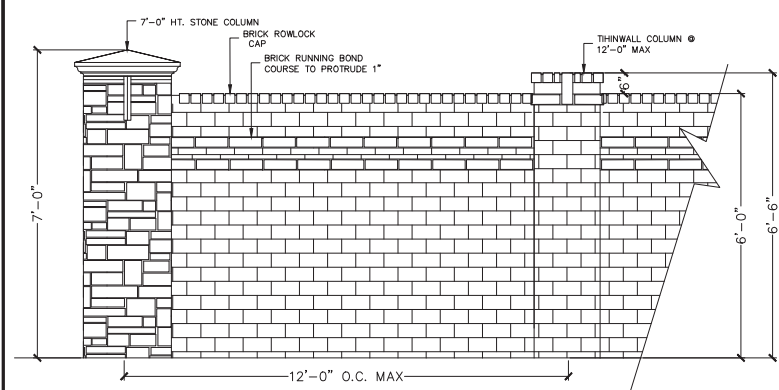
EXHIBIT C
ZC#21-010
DEVELOPMENT PLAN
BIRDSONG WEST
55.899 ACRES SITUATED IN THE
197 RESIDENTIAL LOTS & 9 OPEN SPACE LOTS
A. BEDFORD SURVEY, ABSTRACT No. 60
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS

~ OWNER ~
WILLIAM TROY SELLS
1046 NEWT PATTERSON ROAD, MANSFIELD, TX 76063

~ ENGINEER ~
ENGINEERING CONCEPTS & DESIGN L.P.
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WINDCO CIRCLE, SUITE 200 WYLLIE, TX 75098
(972) 941-8400 todd@ecdip.com

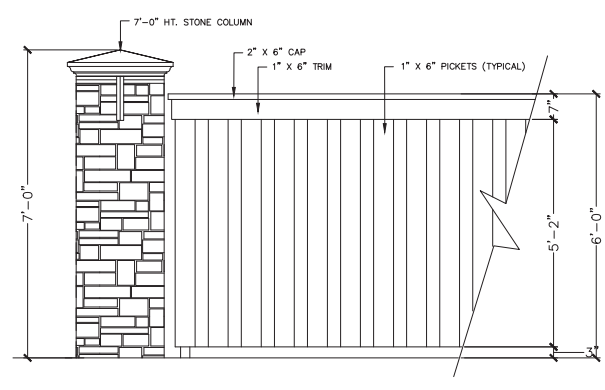
~ DEVELOPER ~
ALLUVIUM DEVELOPMENT
320 HAWKINS RUN ROAD, SUITE 3, MIDLOTHIAN, TX 76065
(817) 995-9500 tjobe@alluviumdevelopment.com

SEPTEMBER 28, 2021 SHEET 1 OF 1



DETAIL 'A'

6' Masonry Wall with Stone Column's



DETAIL 'B'

6' Wood Fence with Stone Column's



DETAIL 'C'
Playground & Pavillion



EXHIBIT D
ZC#21-010
OPEN SPACE TRAIL & SCREENING PLAN
BIRDSONG WEST
55.899 ACRES SITUATED IN THE
197 RESIDENTIAL LOTS & 9 OPEN SPACE LOTS
A. BEDFORD SURVEY, ABSTRACT No. 60
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS

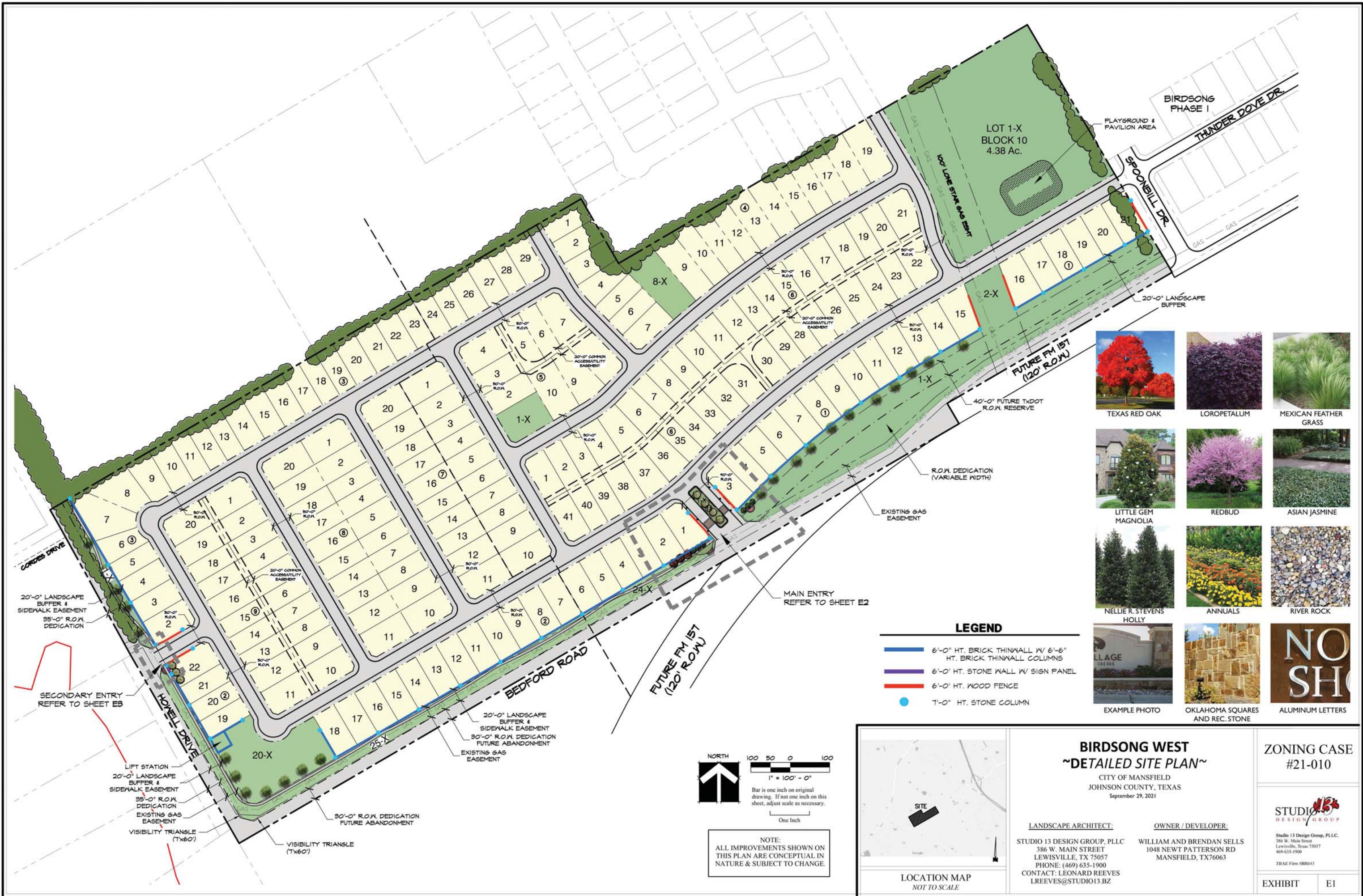
~ OWNER ~
WILLIAM TROY SELLS
1046 NEWT PATTERSON ROAD, MANSFIELD, TX 76063

~ ENGINEER ~
ENGINEERING CONCEPTS & DESIGN L.P.
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WINDCO CIRCLE, SUITE 200 WYLLIE, TX 75098
(972) 941-8400 todd@ecdip.com

~ DEVELOPER ~
ALLUVIUM DEVELOPMENT
320 HAWKINS RUN ROAD, SUITE 3, MIDLOTHIAN, TX 76065
(817) 995-9500 tj@alluviumdevelopment.com

SEPTEMBER 27, 2021

SHEET 1 OF 1





1 SECONDARY SIGN

SCALE: 1/2" = 1'-0"



2 SECONDARY ENTRY

SCALE: 1" = 10'-0"

NOTE:
ALL IMPROVEMENTS SHOWN ON
THIS PLAN ARE CONCEPTUAL IN
NATURE & SUBJECT TO CHANGE.



LOCATION MAP
NOT TO SCALE

BIRDSONG WEST ~DETAILED SITE PLAN~

CITY OF MANSFIELD
JOHNSON COUNTY, TEXAS
September 29, 2021

LANDSCAPE ARCHITECT:
STUDIO 13 DESIGN GROUP, PLLC
386 W. MAIN STREET
LEWISVILLE, TX 75057
PHONE: (469) 635-1900
CONTACT: LEONARD REEVES
LREEVES@STUDIO13.BZ

OWNER / DEVELOPER:
WILLIAM AND BRENDAN SELLS
1048 NEWT PATTERSON RD
MANSFIELD, TX 76063

ZONING CASE
#21-010

STUDIO
DESIGN GROUP

Studio 13 Design Group, PLLC
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #B8643

EXHIBIT

E3



Note: Images are representative products to illustrate general architectural design intent.



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CITY OF MANSFIELD

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

STAFF REPORT

File Number: 21-4341

Agenda Date: 10/11/2021

Version: 1

Status: New Business

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Consideration and Approval of an Ordinance to Adopt a Proposed Modification to Title XV "Land Usage" of the Mansfield Code of Ordinances to Create a New Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes and Sections Therein

Requested Action:

To consider the subject chapter creation in the Code of Ordinances.

Recommendation:

Code Compliance held inter-departmental meetings to review the proposed ordinance creation and recommends approval of the ordinance as written.

Description/History

As the City continues to experience growth and interest in multi-family development, it is important to create programs that ensure quality maintenance and upkeep is considered. The multi-family standards, registration and inspection requirements found within this ordinance protects the health and safety of residents of multi-family developments by creating an inspection and registration of multi-family complexes within the City of Mansfield.

Currently, multi-family complexes are only inspected from the exterior of the property and interior inspection are performed on a complaint basis only. This ordinance creates an inspection program that would allow Code Compliance Officers to inspect and issue compliance reports and note violations, while providing a course of action to come back into compliance. The rental registration program will assess a fee of \$35 per dwelling unit yearly to register and help fund the program. All existing and future multi-family properties will be required to register on a yearly basis.

The program will require two additional inspectors, already approved in the FY 2021-22 budget. Code Compliance is actively looking to hire these inspectors so that they are in place and trained prior to the start of the rental registration program, which begin on January 1, 2022.

Justification

See information above.

Funding Source

Not applicable.

Prepared by

Cliff Griffin

Code Compliance Manager

817-728-3636

Attachments:

Ordinance for Multi-Family Rental Registration

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS MODIFYING TITLE XV, “LAND USAGE” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD TO CREATE A NEW CHAPTER 158, “STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES,” AND THE SECTIONS THEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield (“City”) 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 Texas Local Government Code; and,

WHEREAS, the City, and the region, are growing very quickly, and must make provisions for the higher population densities necessary for the population growth; and,

WHEREAS, developers and landowners operate multi-family dwelling complexes, within the City, where many families and many persons may reside, sharing common areas and facilities, and affected by common deficiencies or hazards; and,

WHEREAS, violations of health and safety ordinances, rules, and regulations at such complexes may endanger multiple families, and so inspection and registration of such complexes is paramount to ensure safety of the residents therein; and,

WHEREAS, the City Council believes that it is in the best interests of the public and the City to facilitate the efforts to assure compliance with health and safety rules and regulations by the owners and operators of such complexes by passage of this Ordinance and creation of a new chapter of the Code of Ordinances.

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

SECTION 1.

All of the declarations and findings contained in the preambles of this Ordinance are made a part hereof and shall be fully-effective as a part of the ordained subject matter of this Ordinance.

SECTION 2.

Title XV, “LAND USAGE” of the Code of Ordinances of the City of Mansfield is hereby amended to create Chapter 158, “STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES” to read as follows:

GENERAL PROVISIONS

SECTION: 158.001 DEFINITIONS.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Chapter, shall have the meanings hereinafter designated. Where terms are not defined, they shall have their ordinary accepted meanings.

BUILDING, ACCESSORY. A building which:

- (1) Is subordinate to and serves a principal structure or a principal use;
- (2) Is subordinate in area, extent, and purpose to the principal structure or use served;
- (3) Is located on the same lot as the principal structure; and
- (4) Is customarily incidental to the principal structure or use. Any portion of a principal structure devoted or intended to be devoted to an accessory use is not an accessory structure.

BUILDING. Any structure either temporary or permanent, having a roof or other covering, and designed, built or intended for the shelter or enclosure or partial enclosure of persons, animals, chattels or movable property of any kind or for an accessory use. Where independent units with separate entrances are divided by absolute fire separations, each unit so separated shall be deemed a building. This definition shall include structures wholly or partly enclosed with an exterior wall.

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the building code, or the building official's duly authority.

CERTIFICATE OF OCCUPANCY. A certificate issued by the City in accordance with all applicable laws, ordinances, or codes authorizing occupancy of the building.

CITY shall mean the City of Mansfield. **CRITICAL VIOLATION.** A minimum property maintenance code violation or a health code violation that is capable of causing or contributing to injury or illness of occupants.

DIRECTOR. The Director of code compliance and the Director's authorized representatives, acting through the City Manager or their designated representatives.

DWELLING UNIT means a building or structure designed to be or occupied as a residence for humans.

EQUIPMENT means any items used in connection with the operation of a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment including but not limited to any washer, dryer, ice machine, fans, air-conditioning units, heaters, refrigerators, or cooking units.

EXISTING BUILDING. A building constructed in compliance with all codes at the time of construction, or one for which a legal building permit has been issued prior to the effective date of this ordinance.

FAMILY Any number of individuals living together as a single housekeeping unit, in which not more than four individuals are unrelated by blood, marriage or adoption.

HABITABLE means the space, floor area or room in a dwelling unit used for living, sleeping, cooking and eating but excludes bathrooms, laundry rooms, pantries, closets and other storage space, foyers, hallways and utility rooms.

HOSPITAL A facility in which there are complete facilities for diagnosis, treatment, surgery, laboratory, X-ray, nursing, and the prolonged care of bed patients.

HOT WATER means water heated to a temperature of at least 110 degrees Fahrenheit measured at the faucet outlet.

IMPROPER means not approved, inadequate, deteriorated, defective, insufficient or not in operating condition.

LANDLORD. The traditional meaning of owner or lessor, and additionally includes a management company, or managing agent, including an on-site manager or other property manager, of a multi-family dwelling complex.

LEASE A contract or rental agreement granting use or occupation of property at a multi-family dwelling complex during a specified period, subject to various terms and conditions, in exchange for a specified rent.

LIFE SAFETY VIOLATION A violation of the most recently adopted edition of the nuisance code, health code, fire code, or property maintenance code that represents an imminent threat of death or injury to persons on the premises of a multi-family dwelling.

LODGING ESTABLISHMENT means any building, complex of buildings, or any other facility in which the public may, for a consideration, obtain sleeping accommodations. The term includes hotels, motels, condominiums, bed and breakfast establishments, inns, extended stays, trailer motels, apartments not occupied by permanent residents, vacation rentals, and all other facilities where rooms or sleeping facilities or space are furnished for consideration. The term “hotel” does not include hospitals, sanitariums, nursing homes, jails, prisons or detention centers, college dormitories or housing facilities of the type described in section 156.001(2) of the Texas Tax Code or an oilfield portable unit, as defined by section 152.001 of the Texas Tax Code. For purposes of this Chapter, the term “lodging establishment” does not include a short-term rental. The term “lodging establishment” does not include a residence or portion of a residence rented to a member of the resident’s family.

MINIMUM BUILDING STANDARDS means applying the most recently adopted edition of the International Council of Codes, National Electrical Code, and other local amendments as adopted by the City.

MULTI-FAMILY DWELLING COMPLEX means a building or buildings containing three or more dwelling units owned by the same person or entity or person on a single platted lot, or if the land on which the building or buildings is not platted, then any building or buildings that provides three (3) or more dwelling units owned by the same entity or person on a contiguous tract of land.

NON-CRITICAL VIOLATION. A minimum property maintenance code violation or minor health code violation that is not considered a life safety or critical violation.:

NURSING or ASSISTED LIVING FACILITY A private home for the care of children or the aged or infirm, or a place of rest for those suffering bodily disorders, not containing equipment for surgical care or the medical treatment of disease or injury.

OPERATING CONDITION means equipment maintained and free of leaks, safe, sanitary and in good working order.

OWNER Any person holding title to a multi-family dwelling complex, according to the deed records in the county clerk’s office of the county in which the complex is situated.

PERSON Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or their legal representatives, agents or assigns. This definition includes all federal, state and local governmental entities.

PROPERTY MANAGER means a person who, for any form of consideration, has managing control of premises.

ROOMING/BOARDING HOUSE A building other than a hotel or multi-family dwelling where lodging is provided for compensation for three but not more than 12 persons, where meals may or may not be served, and where facilities for food preparation are not provided in the

individual rooms. Where meals are served, they shall be served only to the residents of the boarding house.

ZONING ORDINANCE The comprehensive zoning ordinance of the City of Mansfield as adopted and amended from time to time.

SECTION: 158.002 PURPOSE.

The purpose of this Chapter is to establish safeguards to protect the life, health, safety, and property of the occupants of multi-family dwelling complexes, nursing or assisted living facilities, and lodging establishments, and the general welfare of the public by developing procedures to enforce the minimum building standards, and to provide equitable and practical criminal, administrative, and civil remedies against property owners that do not maintain a rental registration license.

SECTION: 158.003 APPLICABILITY AND ADMINISTRATION.

(A) This Chapter shall apply to all multi-family dwelling complexes, nursing or assisted living facilities, or lodging establishments located in the City of Mansfield which are now in existence or which may hereafter be constructed or converted from other uses.

(B) The Director and the Director's authorized representatives are authorized to administer and enforce the provisions of this Chapter and the minimum building standards code.

REGISTRATION AND INSPECTIONS

SECTION 158.010: CERTIFICATE OF OCCUPANCY REQUIRED.

(A) No multi-family dwelling complex, nursing or assisted living facility, or lodging establishment shall be used or occupied, and no change in the existing occupancy classification as defined by the International Building Code or ownership of a multi-family dwelling complex, or any portion thereof, shall be made until the landlord has obtained a certificate of occupancy.

SECTION 158.012: REGISTRATION REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.

(A) A landlord that operates a multi-family dwelling complex or lodging establishment must register with the Code Compliance Department on an annually basis.

(B) Rental registration license must be current and valid in order to rent or lease a multi-family dwelling unit in accordance with the provisions of this section.

(C) The landlord of a multi-family dwelling complex or lodging establishment which is constructed after the effective date of this ordinance shall register the multi-family dwelling complex or lodging establishment within 30 days after the landlord receives its certificate of occupancy, and annually thereafter.

(D) A registration is valid for one (1) year starting January 1st until December 31st, and payment of the registration fee has been made, unless the ownership of the multi-family dwelling complex or lodging establishment changes.

(E) If a change of ownership of the multi-family dwelling complex or lodging establishment occurs during the period that a registration is otherwise valid, the landlord of the multi-family dwelling complex or lodging establishment shall have 30 days from the date the change of ownership occurred to file a new registration with the Director, and pay a new registration fee.

(F) The registration shall be on a form prescribed by the Director, and such form shall, at a minimum, contain the following information about the multi-family dwelling complex or lodging establishment:

(1) The trade name, physical address and business address.

(2) The names, addresses and telephone numbers of the owner, property manager, resident manager, registered agent, and all federal, state and local funding agencies; and the type of business entity which owns the multi-family dwelling complex or lodging establishment.

(3) The names and physical addresses of designated employees or authorized representatives who shall be assigned to respond to emergency conditions, and a telephone number where said employees can be contacted during any 24-hour period.

(a) For purposes of this paragraph, "emergency conditions" shall be defined as fires, natural disasters, floods, burst pipes, collapse hazard, violent crime and other similar conditions as determined by the Director.

(b) A post office box shall not suffice for the address requirements of this subsection (F).

(4) The names, addresses and telephone numbers of any mortgagees.

(5) A copy of a site plan depicting the total number of all buildings within the complex, including a description of the use of each building and the location of each building within the complex.

(6) The total number of dwelling units or guest rooms in a lodging establishments.

(7) The number and type of security systems and fire alarm systems maintained on the premises and the names and telephone numbers of the alarm companies which respond to alarms or relay alarms to emergency services.

(8) If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name and physical address of any of the following:

(a) For a corporation, a corporate officer;

(b) For a partnership, a general partner;

(c) For a limited liability company, the managing or administrative member;

(d) For a limited partnership, a general partner;

(e) For a limited liability partnership, a general partner;

(f) For a limited liability limited partnership, a general partner;

(g) For a trust, a trustee;

(h) For a real estate investment trust, a general partner or an officer; or

(i) For any other legal entity not named above, a duly authorized agent.

(9) If the property is owned by a person, other than an individual, who lives outside the State of Texas, the owner shall designate a registered agent, in the State of Texas, who will accept legal service on behalf of the owner. If the property is owned by a person who is an individual and who lives outside the State of Texas, the individual shall either designate a registered agent, in the State of Texas, who will accept legal service on behalf of the owner or provide a physical address where the owner may receive legal service. A designation of a registered agent under this section shall include the name and address of the agent; and

(10) If any change in the information required by this section occurs, the owner shall notify the code compliance Department within 30 days of the change, in a manner prescribed by the Director.

(11) A landlord commits an offense if the landlord knowingly operates a multi-family dwelling complex or lodging establishment which is not currently registered with the City of Mansfield under the provisions of this section.

SECTION 158.013: LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.

(A) The landlord of a multi-family dwelling complex or lodging establishment shall pay an annual registration fee for a rental license at a rate of \$35.00 per dwelling unit or guest room to offset the city's cost of administration, registration, and inspections.

(B) Fees shall be in accordance with a schedule approved by the City Council to include:

(1) A registration fee based upon the number of multi-family dwelling units or guest rooms which shall be:

(a) submitted annually with the registration form; and

(b) submitted with a new registration upon a change of ownership of the complex.

(C) A late fee of \$200.00 shall be charged and due at time of payment if the annual registration fee is not paid by the due date.

(a) January 1st is the due date for rental registration fee.

(D) An after-hours inspection fee of \$50 per hour with a two-hour minimum paid in advance shall be charged for inspections that occur Monday through Friday between the hours of 6:00 p.m. – 7:00 a.m., and anytime on Saturday or Sunday.

(E) A reinspection fee of \$100.00 shall be assessed for the third and each subsequent reinspection for each dwelling unit in which a previously noted but uncorrected violation exists.

(F) A reinstatement fee of \$200.00 for a multi-family dwelling complex shall be assessed when there is a suspension or revocation registration status.

(G) The fee requirements described above shall not include a dwelling unit on a college, university, or seminary occupied by a student or a student and the student's family and in which the dwelling unit is owned by the respective college, university or seminary, nor to a dwelling unit operated by a hospital, nursing home, assisted living facility, detention center, shelter, or any government owned facility.

SECTION 158.014: INSPECTION BY DIRECTOR.

(A) The Director may conduct:

(1) Inspections to verify a valid certificate of occupancy:

(2) Inspections based on indications of code violations, including complaints filed with the Director except where stated otherwise, that may result in:

(a) Periodic inspections; and

(b) Follow-up inspections.

(3) The following areas of a multi-family dwelling complex shall be subject to inspection by the Director:

(a) All building exteriors;

(b) All exterior and interior public areas;

(c) Vacant dwelling units; and

(d) Occupied dwelling units upon the consent of the tenant or the landlord when subject to a warrant issued by a court of competent jurisdiction.

(4) The Director may inspect portions of a multi-family dwelling complex, nursing

or assisted living facility, or lodging establishment as frequently as the Director deems necessary due to landlord's failure to comply with the provisions of this Chapter and with the minimum building standards. However, the Director shall schedule periodic inspections of multi-family dwelling complexes, nursing or assisted living facilities, or lodging establishments not less than once per calendar year.

(5) The landlord of a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment shall make all exterior areas, interior public areas, and all vacant dwelling units of the complex available to the Director for inspections at all reasonable times.

(6) A multi-family dwelling complex, nursing or assisted living facility, or lodging establishment fails inspection if it does not score at least 70 points, out of a possible 100 points, according to the periodic inspection report scale as promulgated by the Director.

(7) The Director is authorized to make follow-up inspections of a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment to inspect all areas included in the periodic inspection as well as occupied dwelling units, in such frequency and scope as the Director deems necessary to determine compliance with this Chapter and with the minimum building standards.

(8) The landlord of a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment shall timely correct all violations identified in an inspection report.

(9) Whenever a periodic inspection is made for an alleged violation at a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment, the findings shall be recorded on a form prepared by the City. The landlord, owner, or property manager of the property shall be provided a copy of the inspection report, either in person or by mail. Notice of the alleged violation(s) shall be deemed given to an owner when a copy of the inspection report ("Notice"):

(a) Is delivered in person to the landlord, owner, or property manager; or

(b) Two days after the copy of the inspection report is deposited with the US Postal Service and addressed to the landlord, owner, or property manager, with proper postage affixed. The inspection report may establish violation categories, which shall be corrected within a time specified in this section. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.

(B) A violation listed in a notice of violation issued under this section shall be corrected in accordance with the time specified in the notice of violation, subject to the following:

(1) A life-safety violation shall be corrected within 24 hours of the issuance of the notice of violation;

(2) A critical violation shall be corrected within 72 hours of the issuance of the notice of violation; and

(3) A maximum of 30 days shall be allowed for the correction of a non-critical violation.

(C) In addition to other authority granted by this section, the Director has all rights and authority granted by Tex. Code of Criminal Procedure Article 18.05. Inspections shall comply with all federal, state and local laws, regulations and ordinances.

(D) When considering a violation created by a tenant, the Director may consider the timeliness of the landlord's response to the violation, actions taken by the landlord to address a tenant's activities that may have caused the condition that was a violation, and actions taken by

the landlord, owner, or property manager to prevent or reduce similar violations in the future.

(E) The Director is authorized to publish the results of inspections.

(F) A landlord commits an offense if a multi-family dwelling complex, nursing or assisted living facility, or lodging establishment under this Chapter has one or more, in any combination, of the following conditions exists on the premises.

- (1) Inadequate sanitation.
- (2) Lack of a bathroom or the existence of an improper bathroom.
- (3) Lack of or an improper kitchen.
- (4) Lack of hot and cold running water to plumbing fixtures.
- (5) Lack of or improper required heating, mechanical ventilation or electric facilities.
- (6) Lack of required amounts of natural light and ventilation.
- (7) Lack of or improper space or floor area.
- (8) Lack of required electrical lighting.
- (9) Dampness of habitable space.
- (10) Infestation of insects, vermin or rodents.
- (11) The existence of dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.
- (12) Lack of or improper connection to required sewage disposal.
- (13) Lack of or improper garbage and rubbish storage and removal facilities.
- (14) Lack of or improper drainage so as to prevent standing or stagnant water on the premises.
- (15) Structural hazards.
- (16) Improper foundations.
- (17) Improper flooring or floor supports of insufficient size to carry imposed loads safely.
- (18) Members of walls, partitions or other vertical supports that split, lean, list, or buckle due to defective material, deterioration, improper construction, or insufficient size to carry imposed loads safely.
- (19) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material, deterioration, improper construction, or insufficient size to carry imposed loads with safety.
- (20) Fireplaces or chimneys which list, bulge or settle due to defective material, deterioration, improper construction, or insufficient size or strength to carry imposed loads safely.
- (21) Lack of or improper required railings, stairs, steps and balconies.
- (22) Faulty or insufficient smoke detectors and/or carbon monoxide detectors.
 - (a) Each dwelling unit within a multi-family dwelling shall be equipped with at least one smoke alarm and carbon monoxide detector on each floor of the dwelling unit and a smoke detector within each sleeping room. In addition, if multiple sleeping rooms are served by the same corridor, at least one smoke alarm and carbon monoxide detector shall be installed in the corridor in the immediate vicinity of the sleeping rooms in compliance with the International Building Code (IBC), International Fire Code (IFC) and the International Property Maintenance Code (IPMC) as adopted. A smoke alarm and/or carbon monoxide detector may be either battery operated or hard wired.
 - (b) All required smoke alarms and carbon monoxide detectors shall be maintained in proper working order. It shall be unlawful for any occupant of a dwelling, or any individual, to render a smoke alarm and/or carbon monoxide detector inoperable by removal of the batteries or other source of power for the smoke alarm and/or carbon

monoxide detector except during battery replacement or repairs to the smoke alarm.

(c) A lodging establishment shall be equipped with smoke detectors as required by Chapter 792 of the Texas Health and Safety Code.

(23) Hazardous wiring. Any wiring except that which conformed to all applicable laws in effect at the time of installation and which has been maintained in operating condition.

(24) Failure of mechanical equipment. All mechanical equipment, including heating facilities and cooling units shall be maintained in an operating condition.

(a) Every landlord of a multi-family dwelling complex shall provide heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms.

(25) Faulty weather protection.

(a) Improper, crumbling or loose plaster or wall coverings.

(b) Lack of or improper weather protection of exterior walls, roof, foundations or floors, including broken windows and doors.

(c) Lack of or improper protective treatment for exterior wall coverings including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences maintained in good condition.

(d) Lack of or improper exterior wall coverings or roof coverings.

(26) Inadequate exits. Exit facilities of buildings or portions thereof shall conform with all applicable codes, ordinances and laws at the time of construction. When an unsafe condition exists due to improper location of exits, additional exits may be required to be installed..

(27) Improper occupancy. Any building, or portion thereof, occupied for living, sleeping, cooking or dining purposes which was not designed or intended to be used for such occupancies.

(28) Unsecured buildings. Any building that is vacant and open. A building is open if any door, window or other opening is not securely closed to prevent unauthorized entry.

SECTION 158.015: PROBATIONARY STATUS, SUSPENSION AND REVOCATION OF REGISTRATION.

(A) Probationary status.

(1) In addition to any other authority granted by this section or any other provision of the code of the City of Mansfield, the Director may place the registration of a multi-family dwelling complex or lodging establishment on probationary status if:

(a) A landlord fails to correct a violation of the City Code of Ordinances or other applicable state statute within the time specified in a notice of violation; or

(b) Any inspection reveals a repeat violation of the same provision of the City Code or other applicable state statute which had been identified within the preceding 12-month period.

(2) The duration of the probationary status shall begin upon the mailing of a notice by the Director of the initiation of the probationary status and shall continue until both of the following conditions have been met:

(a) All previously identified code violations at the multi-family residential complex or lodging establishment have been corrected by the landlord and noted and approved by the Director; and

(b) No additional code or statutory violations are identified at the multi-family residential complex or lodging establishment for 90 days after correction of the last violations as approved by the Director.

(3) The Director shall impose a \$200.00 reinspection fee on the landlord for each dwelling unit or guest room as long as the multi-family dwelling complex or lodging establishment remains on probationary status.

(B) Suspension of registration.

(1) In addition to other authority granted by this section or any other provision of the code of the City of Mansfield, if a multi-family dwelling complex or lodging establishment remains on probationary status and fails to complete the requirements for removal from probationary status in subsection [A][2] above within 180 days, the Director may place the registration of such complex or lodging establishment on suspended status. While on suspended status, no unoccupied unit in the complex may be occupied and no occupied unit shall be occupied by new tenants until the complex has been in full compliance with the City Code and all applicable laws for a minimum of 30 days. The registration shall remain suspended until the complex or establishment has been in full compliance with the City Code and all applicable laws for a minimum of 180 days.

(2) If a complex or lodging establishment has been on a suspended status at a previous time within the previous 36 months, no unit in the complex or lodging establishment may be occupied by new tenants until it has been in full compliance for 90 days. The complex or lodging establishment shall remain on suspended status until it has been in full compliance with the city code and all applicable laws for 180 consecutive days.

(3) The Director shall impose a \$200.00 monthly administrative fee on the landlord for as long as the complex or lodging establishment remains on suspended status. In addition, a \$200.00 reinspection fee will be assessed to the landlord for each dwelling unit as long as the multi-family rental registration status remains suspended.

(C) Revocation of registration.

(1) In addition to other authority granted by this section or any other provision of the code of the City of Mansfield, the Director may revoke the registration of a multi-family dwelling complex if:

(a) The complex is found to have one or more violations that constitute a danger to the health or safety of its tenants or the public at large and the landlord fails to correct such violation(s) within the time specified in a notice of violation; or

(b) The complex has more than one fire, life and/or safety violation during any a 12-month period.

(2) A complex whose registration has been revoked may not do business until such registration has been reinstated. A complex whose registration has been revoked must be vacated within 30 days of such revocation. A landlord commits an offense each day or portion of a day the complex continues to offer a unit for rent while its registration is revoked and each day any unit remains occupied after the expiration of 30 days from the date of revocation.

(3) If the Director denies or revokes a rental registration license there shall be notification to the owner in writing by mailing the denial or revocation notice by certified mail to all owner and agent addresses identified in the registration application. The owner may appeal the decision to the Director by filing a written request for appeal no later than 5:00 p.m. on the tenth day following the date of notice. If a rental registration license was denied or revoked, the registration or renewal shall not be considered by the Director until all application or inspection deficiencies that were the basis for the denial or revocation are corrected.

MINIMUM STANDARDS FOR MULTI-FAMILY DWELLING COMPLEXES

SECTION 158.021: CRIME PREVENTION STANDARDS.

(A) The landlord of a multi-family dwelling complex shall provide the following crime prevention measures:

(1) Signs for emergencies and code violations. A landlord of a multi-family dwelling complex shall post and maintain signs on the premises of the complex. The sign required by this section shall be a minimum of 12 inches by 24 inches. Sign facings shall be fabricated out of weather-proof material. The signs shall have a white background, with letters and numbers in a contrasting color. At each multi-family dwelling complex there shall be at least one sign posted at each entrance and exit point. The signs shall be prominently displayed in exterior, publicly accessible areas of the complex. If the complex has an on-site management office, one sign shall be on the exterior door or wall of the office.

(2) Emergency numbers. The names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number where said employees can be contacted during any 24-hour period. Emergency conditions shall include fire, natural disaster, flood, collapse hazard, burst pipes or violent crime; and

(3) Lighting.

(a) Exterior illumination shall be provided at appropriate points adjacent to all building entrances, including individual dwelling units. Lighting shall be sufficient to illuminate areas where hazards may reasonably exist, and shall be operable between a half hour before sunset and a half hour after sunrise.

(b) Control mechanisms for such illumination shall be activated and deactivated by a photo cell or seasonally-adjusted timer switch, not operable by individual tenants of the complex except at individual dwelling units.

(c) A landlord shall repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working. In no instance shall a reasonable period of time be deemed to mean more than seven days.

(4) Vacant buildings secured.

(a) All openings in vacant buildings and dwellings shall be closed and secured from unlawful entry by the installation and maintenance of appropriate locking devices and intact doors and windows which are proportioned to securely and completely fit the openings.

(b) Alternatively, with the approval of the Director, openings may be temporarily secured by means of the installation of proportioned wood materials in good condition. The surfaces of such materials exposed to the weather shall be protected with the application of exterior grade paint, or a similar weather resistant finish, which blends with the background color of the building.

(5) Security gate access.

(a) A landlord of a multi-family dwelling complex which has unstaffed security gates which restrict vehicle access onto the premises shall provide master codes to the gates so that public safety vehicles and essential City personnel are allowed unrestricted entry onto the premises when responding to emergencies and calls for service and routine patrols.

(b) Prior to changing the master codes, the landlord shall notify the

Director.

(c) All electrical or mechanically operated gates must be equipped with a KNOX System gate access key switch as approved by the Mansfield Fire Department.

(d) The owner or person in control of any property which contains a security gate or barrier is responsible for any damage caused to emergency equipment by said security gates or barriers, which malfunctioned or operated improperly.

(e) Access through such security gates by fire trucks and fire personnel shall be provided as required by the fire code.

(i) Fire lanes shall be maintained in good condition with clearly visible markings.

(ii) Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(iii) Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(iv) Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles or used as loading zones. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(6) Graffiti abatement. A landlord shall remove graffiti from the landlord's multi-family dwelling complex as required by the City Code of Ordinances.

(7) Occupancy limits. Every dwelling unit shall have at least 150 square feet of habitable floor area for the first occupant and 100 square feet of habitable floor area for each additional occupant. Except for kitchens, habitable rooms shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes the required floor area of 70 square feet shall be increased at the rate of fifty square feet for each occupant in excess of two.

(8) Crime prevention. The landlord at a multi-family dwelling complex shall not allow a resident to engage in any activity on or near the dwelling unit premises that would subject the resident to a penalty of a Class C misdemeanor that involves possession of drug paraphernalia, assault or disorderly conduct; Texas Penal Code Class A or B misdemeanors; Texas Penal Code Felony or Texas Health and Safety Code violation; or engage in any hazardous conduct that otherwise jeopardizes the health, safety and welfare of the landlord, or or another tenant or which would involve imminent or actual serious property damage. Nothing in this provision shall be construed as requiring or encouraging the eviction or termination of a lease of a victim of domestic violence. Nothing in this provision is intended to relieve any tenant of an applicable responsibility

to learn security plans, check safety devices, or report criminal activity to the landlord or to an appropriate law enforcement agency.

(B) A landlord commits an offense if the landlord knowingly violates any provision of this section or fails to comply with any provision of this section.

ENFORCEMENT

SECTION: 158.031 CRIMINAL ENFORCEMENT.

(A) A violation of this Chapter is a misdemeanor punishable by a fine not to exceed \$2,000 in accordance with the city code. Each separate occurrence of a violation or each day that a violation continues shall constitute a separate offense. The failure to perform an act required by this Chapter is a violation of this Chapter.

SECTION: 158.032 CIVIL ENFORCEMENT.

(A) The City may invoke Tex. Local Government Code §§ 54.012 through 54.020, as amended, and petition the state district court or the applicable county court at law, through the city attorney, for either injunctive relief, civil penalties or both injunctive relief and civil penalties, whenever it appears that a person has violated, or continues to violate, any provision of this Chapter.

(B) Pursuant to Tex. Local Government Code § 54.016, as amended, the city may obtain against the owner or the operator of a facility, a temporary or permanent injunction, as appropriate, that:

- (1) Prohibits specific conduct that violates the ordinance; or
- (2) Requires specific conduct that is necessary for compliance with the ordinance.

(C) Pursuant to Tex. Local Government Code § 54.017, as amended, the city may recover a civil penalty of not more than \$1,000 per day for each violation of any provision of this chapter that relates to any matter specified in subsection (a) above, if the city proves that:

- (1) The defendant was actually notified of the provisions of the chapter; and
- (2) After the defendant received notice of the ordinance provisions, the defendant committed acts in violation of the ordinances or failed to take action necessary for compliance with the ordinance.

(D) The City may also institute suit to recover the cost of any actual damages incurred by the City, and any costs of response, remediation, abatement and restoration incurred by the City as allowed under state or federal laws, or at common law.

(E) In determining the amount of civil liability, the court should take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the violation, corrective actions by the violator, the compliance history of the violator, and any other factors as justice requires.

SECTION 3.

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

SECTION 4.

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.

SECTION 5.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

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

SECTION 7.

This Ordinance shall take effect immediately upon and after its passage and the publication of the caption and penalty clause, as the law and charter in such cases provide.

**DULY PASSED AND ADOPTED ON THE FIRST AND FINAL READING, THIS
11TH DAY OF OCTOBER, 2021.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Allen Taylor, City Attorney