



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, August 8, 2022

3:00 PM

Council Chambers

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#### REGULAR MEETING AMENDED AGENDA

1. **3:00 P.M. - CALL MEETING TO ORDER**

2. **WORK SESSION**

FY '23 Budget Work Session

3. **RECESS INTO EXECUTIVE SESSION**

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

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

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding STORE Master Funding Agreement

Seek Advice of City Attorney Regarding Grand Prairie Boundary Adjustment

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

**C. Personnel Matters Pursuant to Section 551.074**

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

Economic Development Project #21-09

Economic Development Project #21-27

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #22-12

Economic Development Project #22-14

Economic Development Project #22-19

Economic Development Project #22-23

Economic Development Project #22-24

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

**5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

**6. INVOCATION**

**7. PLEDGE OF ALLEGIANCE**

**8. TEXAS PLEDGE**

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

**9. PROCLAMATION**

[22-4804](#)

Purple Heart Recognition Day Proclamation

**Attachments:** [Purple Heart Recognition Day Proclamation](#)



**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. SUB-COMMITTEE REPORTS**[22-4820](#)

Minutes - Approval of the July 25, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Evans, and Lewis)

**Presenters:** Susana Marin

**Attachments:** [7-25-22 DRAFT Meeting Minutes](#)

[22-4821](#)

Minutes - Approval of the July 25, 2022 TIF Reinvestment Zone #1 Board Meeting Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Leyman, Tonore, and Evans)

**Presenters:** Susana Marin

**Attachments:** [7-25-22 DRAFT Meeting Minutes](#)

[22-4827](#)

Minutes - Approval of the July 26, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

**Presenters:** Susana Marin

**Attachments:** [7-26-22 DRAFT Meeting Minutes](#)

**13. STAFF COMMENTS**

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

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

Current/Future Agenda Items

Water Contingency Update - Alex Whiteway

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

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

**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**[22-4815](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas authorizing a contract between the City of Mansfield, Texas and Tarrant County and the County's Assessor/Collector for the Collection of the South Pointe Public Improvement District Assessment/Collection Services

**Presenters:** Troy Lestina

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

[22-4816](#)

Resolution - A Resolution Awarding Street Maintenance Contracts for Miscellaneous City-Wide Concrete Repairs to Ken-Do Contracting, LP and GROD Construction, LLC (Street Department Maintenance Budget - General Fund)

**Presenters:** Bart VanAmburgh

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

[22-4817](#)

Resolution - A Resolution Awarding a Construction Contract for Asphalt Overlays of East Broad Street (Matlock Road to Fire Station #3) and Mansfield Webb Road to Texas Bit, Authorizing and Directing the City Manager to Execute Contract Documents; and Authorizing Funding for an Amount Not to Exceed \$450,000.00 (Street Operations Department Maintenance Budget - General Fund)

**Presenters:** Bart VanAmburgh

**Attachments:** [Resolution](#)  
[Texas Bit Exclusive Process Letter](#)  
[Asphalt Overlay](#)

[22-4823](#)

Resolution - A Resolution by the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter into an Interlocal Agreement with the City of Waxahachie for the Purpose of Cooperative Purchase of Goods, Products, and/or Services

**Presenters:** Troy Lestina

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

[22-4818](#) Minutes - Approval of the August 2, 2022 Special Joint City Council and MISD Board Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [8-2-22 DRAFT Meeting Minutes](#)

[22-4819](#) Minutes - Approval of the July 25, 2022 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [7-25-22 DRAFT Meeting Minutes](#)

**END OF CONSENT AGENDA**

**16. OLD BUSINESS**

[22-4825](#) Discussion - Continued Discussion and Possible Action Regarding Policy Direction from Council to Address Political Activities at City Events

**Presenters:** Joe Smolinski

**17. NEW BUSINESS**

[22-4813](#) Review and Consideration of a Detailed Site Plan at the Shops at Broad for a Restaurant (Eating Place without Drive-Through) Use on Approximately 2.12 Acres of Lot 12, Blk 1, The Shops at Broad Street at 645 N US 287; Development Engineering Consultants, LLC (engineer), and BoomerJack's, Proposed Tenant (DS#22-009)

**Presenters:** Jason Alexander

**Attachments:** [Location Map](#)

[Exhibit A - Property Description](#)

[Exhibit B - Site Plan](#)

[Exhibit C - Building Elevations](#)

[Exhibit D - Landscape Plan](#)

[Exhibit E - Sign Plan](#)

[22-4814](#) Ordinance - Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, in an Aggregate Principal Amount not to exceed \$9,915,000; Awarding the Sale Thereof; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

**Presenters:** Troy Lestina

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

[Purchase Agreement](#)

[22-4822](#)

Consideration of a Community Activation Grant Application Made by the Historic Mansfield Performance Park and Historic Mansfield Business Association

**Presenters:** Nicolette Ricciuti

**Attachments:** [Grant Application](#)

[Supplemental Questions](#)

[Marketing Plan](#)

[Event Budget](#)

[22-4824](#)

Resolution - A Resolution Approving a Development Agreement Between the City of Mansfield, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, and SW Mansfield Development, LLC; Directing and Authorizing the City Manager or His Designee to Finalize and Execute the Development Agreement and Providing an Effective Date (Addendum to Agenda)

**Presenters:** Matt Jones

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

## 18. ADJOURN

### CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 8, 2022 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Friday, August 5, 2022 prior to 3:00 p.m., in compliance with Chapter 551, Texas Government Code.

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

Approved as to form:

\_\_\_\_\_  
City Attorney

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

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

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4804

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**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:**

Title

Purple Heart Recognition Day Proclamation

WHEREAS, our nation and its principles have been defended throughout history by brave and patriotic men and women who willingly sacrificed their own well-being for the cause of freedom and democracy; and

WHEREAS, the Purple Heart is the oldest military decoration currently in use and was initially created by George Washington in 1782 as the Badge of Military Merit; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier, and is specifically awarded to members of the Armed Forces who have been wounded or paid the ultimate sacrifice in combat; and

WHEREAS, our veterans have earned profound and eternal gratitude from Texans for their willingness to risk life and limb for the sake of this nation, its people, and our cherished freedoms;

WHEREAS, the City of Mansfield has a deep admiration and utmost gratitude for the men and women who have selflessly served in the United States of America and has been proclaimed a Purple Heart City; and

WHEREAS, the 1991 Washington State Legislature passed Senate Bill 5718 recognizing the seventh day of August as a day to pay tribute to those who hold the distinction of having been awarded the Purple Heart; and

NOW, THEREFORE, I, Michael Evans Mayor of the City of Mansfield, join with the members of the City Council to hereby proclaim August 7, 2022, to be

#### PURPLE HEART RECIPIENT RECOGNITION DAY

The City of Mansfield is proud to be home to thousands of veterans, and we are eternally grateful for the sacrifices each of them made to serve our nation. The City of Mansfield staunchly supports those who have served in our nation's military.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this Monday August 8, 2022



# CITY OF MANSFIELD

1200 E. Broad St.  
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mansfieldtexas.gov

## STAFF REPORT

File Number: 22-4820

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the July 25, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Evans, and Lewis)

**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 July 25, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council - Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee

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Monday, July 25, 2022

2:00 PM

City Hall

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#### CALL TO ORDER

*Chair Short called the meeting to order at 2:01 p.m.*

*Staff present: City Manager Joe Smolinski; Deputy City Manager Shelly Lanners; Chief Financial Officer Troy Lestina; Director of Community Engagement Theresa Cohagen; Director of Community Services Matt Young; City Secretary Susana Marin; Assistant City Secretary Keera Seiger*

**Present** 3 - Julie Short; Casey Lewis and Michael Evans

#### CITIZEN COMMENTS

*Daryle Perez, 111 Van Worth Street - Mr. Perez spoke regarding The LOT Downtown and asked the sub-committee to consider approving their request so as to fulfill the wants of the community.*

*Chair Short recognized Melisa Perez, 111 Van Worth Street, who submitted a card in support of The LOT Downtown.*

#### DISCUSSION ITEMS

Review, Discussion and Possible Action Regarding Hotel/Motel Occupancy Tax Fund Applications Received

*Chief Financial Officer Troy Lestina provided an update on the financial status of the Hotel/Motel Occupancy Tax Funds including budgeted revenue collections, and answered questions.*

*The sub-committee reviewed and discussed allocation recommendations for the five applications received:*

*Championship Basketball 2021 - 65th Annual Whataburger Basketball Tournament  
Pickled Mansfield Society - The World's Only St. Paddy's Pickle Parade & Palooza  
Mansfield Commission for the Arts - Music Alley; Hometown Holidays' Arts Week  
Historic Mansfield Performance Park - The LOT - 2022-2023 Programming at The Lot Downtown  
Historic Mansfield Performance Park - The LOT - Permanent Restrooms for Public Use Downtown*

*Director of Community Engagement Theresa Cohagen and City Manager Joe Smolinski answered questions.*



Review, Discussion and Possible Action Regarding the Proposed Modifications to the  
Guidelines for Requesting Hotel/Motel Occupancy Funds

*Staff is waiting on the City Attorney to provide language regarding the First Amendment  
aspect of the modifications to the guidelines.*

**ADJOURNMENT**

*Chair Short adjourned the meeting at 2:55 p.m.*

\_\_\_\_\_  
ATTEST: Julie Short, Chair

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



# CITY OF MANSFIELD

1200 E. Broad St.  
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## STAFF REPORT

File Number: 22-4821

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**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the July 25, 2022 TIF Reinvestment Zone #1 Board Meeting Minutes (vote will be only by members of the sub-committee: Broseh (Chair), Leyman, Tonore, and Evans)

**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 July 25, 2022 TIF Reinvestment Zone #1 Board 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  
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## Meeting Minutes - Draft

### TIF Reinvestment Zone Number One Board of Directors

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Monday, July 25, 2022

10:00 AM

City Hall

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#### CALL TO ORDER

*Chair Broseh called the meeting to order at 10:00 a.m.*

*Staff present: Deputy City Manager Shelly Lanners; Assistant City Manager Matt Jones; Chief Financial Officer Troy Lestina; Assistant City Secretary Keera Seiger*

**Absent** 1 - Devan Allen

**Present** 5 - Alberto Mares; Larry Broseh; Mike Leyman; Michael Evans and Todd Tonore

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### DISCUSSION ITEMS

Discussion and Possible Action Regarding TIRZ Participation for Stillwater Capital, Located at the Corner of East Broad Street and Matlock Road

*Assistant City Manager Matt Jones presented the request from Stillwater Capital regarding a townhome development. Matt spoke on the site plan, landscape plan, architectural plan, infrastructure plan, and the total monetary request. Matt and Clay Roby, the Managing Director of Stillwater Capital, answered questions. There was discussion regarding the proposed development and the monetary request.*

**A motion was made by Sub-Committee Member Evans to fund the requested amount on a performance basis. Seconded by Sub-Committee Member Tonore. The motion CARRIED by the following vote:**

**Aye:** 5 - Alberto Mares; Larry Broseh; Mike Leyman; Michael Evans and Todd Tonore

**Nay:** 0

**Absent:** 1 - Devan Allen

**Abstain:** 0

#### ADJOURNMENT

*Chair Broseh adjourned the meeting at 10:56 a.m.*

\_\_\_\_\_  
ATTEST: Larry Broseh, Chair

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4827

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the July 26, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

**Requested Action**

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

**Recommendation**

Approval of the minutes by the Council.

**Description/History**

The minutes of the July 26, 2022 Housing Market Growth Strategy Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

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

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Tuesday, July 26, 2022

1:30 PM

City Hall

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#### CALL TO ORDER

*Chair Lewis called the meeting to order at 1:30 p.m.*

*Staff present: Assistant City Manager Matt Jones, Director of Planning Jason Alexander, Assistant Director of Planning Arty Wheaton-Rodriguez, Director of Regulatory Compliance Nicolette Ricciuti, Assistant City Secretary Keera Seiger*

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

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### DISCUSSION ITEMS

##### Discussion Regarding Accessory Dwelling Units

*The sub-committee discussed accessory dwelling units including whether they should be permitted, their benefits, and the exclusionary language currently in place. Assistant City Manager Matt Jones made brief comments. Chair Lewis reviewed and discussed with the sub-committee and staff the redlined version of Section 155.099 B.35 of the Mansfield Code of Ordinances regarding Accessory Dwelling Units that he created with suggested modifications. Director of Planning Jason Alexander and Assistant Director of Planning Arty Wheaton-Rodriguez advised the sub-committee and answered questions.*

##### Discussion Regarding Land Use Plan Update

*The sub-committee discussed the need to connect with and involve the community when updating the Land Use Plan, Mansfield's challenges, strategies for creating a new plan, and goals. There was also discussion of staff working with consultants to update the plan.*

##### Discussion Regarding Short Term Rentals

*The sub-committee discussed short-term rentals and there not being a current need to restrict them. Arty Wheaton-Rodriguez advised the sub-committee regarding regulations and safety concerns. Matt Jones made brief comments.*

##### Discussion Regarding South Mansfield Form-Based Development District

*The sub-committee briefly discussed the types of developments they would like to see*

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*in this district moving forward. Jason Alexander answered sub-committee questions.*

**ADJOURNMENT**

*Chair Lewis adjourned the meeting at 3:11 p.m.*

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

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4815

**Agenda Date:** 8/8/2022

**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 a contract between the City of Mansfield, Texas and Tarrant County and the County's Assessor/Collector for the Collection of the South Pointe Public Improvement District Assessment/Collection Services

**Requested Action**

Approve the Contract between the City of Mansfield, Texas and Tarrant County and the County's Tax Assessor/Collector, to collect public improvement assessments on behalf of the City of Mansfield, Texas.

**Recommendation**

Staff recommends that the City Council of the City of Mansfield, Texas approve the Contract by authorizing the City Manager or his designee to enter into a contract with Tarrant County and the County's Tax Assessor/Collector for the City's tax collection services.

**Description/History**

In January 2016, the City Council of the City of Mansfield, Texas received a petition requesting creation of a public improvement district under Chapter 372 of the Texas Local Government Code from the owners of real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment in the proposed District. The resolution authorizing and creating the South Pointe Public Improvement District was approved on February 22, 2016.

The South Pointe Public Improvement District is approximately 873 acres. The public improvement district is to provide services that enhance the lifestyle, personal pride, enjoyment, and property values within the district. An annual assessment of \$1,000 for a single family home within the District and \$120 for each multifamily unit within the District shall be levied. These assessments will be collected through the same systems used to collect ad valorem property tax.

**Justification**

The cost per account is \$0.98 cents per account within Tarrant County and the cost per account outside Tarrant County, Johnson and Ellis County, is \$2.00 per account. As these tracts of land are developed, the single family and multi-family residences will be assessed the Public Improvement District assessment fee.



**Funding Source**

N/A

**Prepared By**

Troy Lestina, Chief Financial Officer; 817-276-4258

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

**A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING, THAT THE CITY MANAGER OR HIS DESIGNEE OF THE CITY OF MANSFIELD, TEXAS IS AUTHORIZED TO ENTER INTO A CONTRACT BY AND BETWEEN WENDY BURGESS, TARRANT COUNTY TAX ASSESSOR-COLLECTOR, TARRANT COUNTY AND THE CITY OF MANSFIELD FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT COLLECTION SERVICES OF THE CITY OF MANSFIELD**

**WHEREAS**, the City of Mansfield is a home rule municipal corporation existing pursuant to the laws of the State of Texas, and located within Tarrant County, Texas; and,

**WHEREAS**, Tarrant County is a general purpose unit of government existing pursuant to the constitution and laws of the State of Texas; and,

**WHEREAS**, Wendy Burgess is the duly elected Tax Assessor/Collector of Tarrant County, Texas; and,

**WHEREAS**, the City of Mansfield determined that it was cost beneficial for the City to outsource the public improvement district assessment and collection operation of the City through the office of the Tax Assessor/Collector of Tarrant County; and,

**WHEREAS**, the State of Texas general purpose governmental entities to enter into interlocal agreements for the provision of services; and,

**WHEREAS**, Wendy Burgess as Tax Assessor/Collector for Tarrant County has offered to provide the collection services for the City of Mansfield pursuant to the terms on the agreement set forth in the document identified as Exhibit "A" a fair and reasonable agreement for the provision of public improvement district collection services; and,

**WHEREAS**, the City Council of the City of Mansfield has determined that the renewal of the contract for public improvement district collection services set forth in Exhibit "A" is a fair and reasonable agreement for public improvement collection services for the City.

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

**SECTION 1.**

This resolution ratifies, confirms and approves that the City Manager, or his designee, of the City of Mansfield, Texas is authorized to enter into the contract for South Pointe public improvement district assessment and collection services with Wendy Burgess as Tax Assessor/Collector for Tarrant County in the form as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 2.**

This resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF AUGUST, 2022.**

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

**ATTEST:**

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

COUNTY OF TARRANT

§  
§

*Agreement for the Collection of Special Assessments*

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 East Weatherford Street, Fort Worth, Texas 76196-0301, and the **Mansfield Southpointe PID #1**, hereinafter referred to as **Mansfield Southpointe PID #1** whose address is 1200 E. Broad St., Mansfield, TX 76063.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of special assessments levied by the Mansfield Southpointe PID #1, in accordance with Chapter 372 of the Texas Local Government Code (the "Assessments").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.**

**SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the assessments due and owing on property upon which the Mansfield Southpointe PID #1 has imposed said assessments. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives assessment roll and payment data; providing all necessary Assessments and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All Mansfield Southpointe PID #1 disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the Mansfield Southpointe PID #1 on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the Mansfield Southpointe PID #1 equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.**

**REPORTS**

The ASSESSOR/COLLECTOR will provide the Mansfield Southpointe PID #1 the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year
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**III.**

#### ***COMPENSATION***

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars (\$2.00) per account located outside Tarrant County. The number of accounts will be based on the ending number of accounts on the certified roll as of September 30<sup>th</sup> for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for all these accounts by **January 31 of each contract year** with payment to be received from the Mansfield Southpointe PID #1 by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

#### ***IV.***

##### ***AUDITS***

The ASSESSOR/COLLECTOR will provide to the Mansfield Southpointe PID #1 auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the Mansfield Southpointe PID #1 auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the Mansfield Southpointe PID #1.

#### ***V.***

##### ***ASSESSMENT RATE REQUIREMENT***

**The Mansfield Southpointe PID #1 will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the Mansfield Southpointe PID #1's current assessment rates and exemption schedules to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each contract year.** Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the assessment rates or the exemption schedules will be charged to and must be paid by the Mansfield Southpointe PID #1. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Mansfield Southpointe PID #1 will be paid by Mansfield Southpointe PID #1.

The assessment rates and the exemption schedules, if any, for each of the last five (5) years in which an assessment was levied, or all prior years where there remains delinquent assessments, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

#### ***VI.***

##### ***COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS***

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the Mansfield Southpointe PID #1 of that fact and the reasons therefore.

#### ***VII.***

##### ***DEPOSIT OF FUNDS***

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the Mansfield Southpointe PID #1 shall be promptly transferred to the account of the Mansfield Southpointe PID #1 at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the Mansfield Southpointe PID #1's funds from the COUNTY Depository to the Mansfield Southpointe PID #1's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Mansfield Southpointe PID #1 due to unforeseen or unanticipated circumstances.

**VIII.**  
**INVESTMENT OF FUNDS**

The Mansfield Southpointe PID #1 hereby agrees that the COUNTY, acting through the County Auditor, may invest collected assessment funds of the Mansfield Southpointe PID #1 during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the Mansfield Southpointe PID #1 all interest or other earnings attributable to taxes owed to the Mansfield Southpointe PID #1. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the Mansfield Southpointe PID #1.

**IX.**  
**REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the Mansfield Southpointe PID #1 of changes in the assessment rolls which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Mansfield Southpointe PID #1 exceeds collections for Mansfield Southpointe PID #1, Mansfield Southpointe PID #1 will be placed in a negative status and no distributions will be made to Mansfield Southpointe PID #1 until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the Mansfield Southpointe PID #1's jurisdiction. The proportional share is based upon the Mansfield Southpointe PID #1's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of assessments provided for in this agreement to which the Mansfield Southpointe PID #1 is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the Mansfield Southpointe PID #1 to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by the ASSESSOR/COLLECTOR on behalf of the Mansfield Southpointe PID #1 and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X.**  
**DELINQUENT COLLECTIONS**

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the Mansfield Southpointe PID #1 through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Mansfield Southpointe PID #1 for compensation to a firm under contract to the City.

If the delinquent collection Attorney contracted by the Mansfield Southpointe PID #1 requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the Mansfield Southpointe PID #1 and will be added to the collection expenses and charged to the Mansfield Southpointe PID #1.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI.**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out and shall continue in effect through the 2024 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

***XII.***  
***NOTICES***

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

***XIII.***  
***MISCELLANEOUS PROVISIONS***

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

***BY:*** \_\_\_\_\_ ***DATE*** \_\_\_\_\_  
***WENDY BURGESS,***  
***TAX ASSESSOR/COLLECTOR***  
***TARRANT COUNTY***  
***WGBurgess@tarrantcounty.com***

***FOR MANSFIELD SOUTHPOINTE PID#1:***

***BY:*** \_\_\_\_\_ ***DATE*** \_\_\_\_\_  
***TITLE:*** \_\_\_\_\_  
***EMAIL:*** \_\_\_\_\_

***FOR TARRANT COUNTY:***

***BY:*** \_\_\_\_\_ ***DATE*** \_\_\_\_\_  
***B. GLEN WHITLEY***  
***TARRANT COUNTY JUDGE***

***APPROVED AS TO FORM:***

***BY:*** \_\_\_\_\_ ***CRIMINAL DISTRICT ATTORNEY'S OFFICE\*DATE***

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4816

Agenda Date: 8/8/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

### Agenda Number:

#### Title

Resolution - A Resolution Awarding Street Maintenance Contracts for Miscellaneous City-Wide Concrete Repairs to Ken-Do Contracting, LP and GROD Construction, LLC (Street Department Maintenance Budget - General Fund)

#### Requested Action

Consider the Resolution awarding maintenance contracts to Ken-Do Contracting, LP and GROD Construction, LLC. for miscellaneous city-wide concrete repairs.

#### Recommendation

The Public Works Staff recommends approval of the Resolution.

#### Description/History

To supplement the work performed by city street maintenance crews; outside contractors are hired to perform concrete street and sidewalk repairs and maintenance. These contractors typically handle repairs on thoroughfare streets while the city crews repair residential areas and lesser traveled roadways. The previous bid for city concrete repairs was in 2017. Two contractors were selected with the bid in case the low bidder could not perform, or the work was unsatisfactory. The contract was for one year with an option for 4 additional one-year periods. This contract has recently expired.

To establish a wider range of individual unit prices and to foster competition among contractors for the best prices and services, the miscellaneous city-wide concrete repair contract was advertised in the Fort Worth Star Telegram on June 9 and June 16, 2022, along with the City's website. The bids were received and publicly opened on June 30, 2022. There were 4 bidders for this work. The bids were advertised as "best value." The lowest price and best value bid was that of Ken-Do Contracting, LP. Ken-Do Contracting, LP has not performed work in Mansfield, however they have been doing similar work in the City of Arlington for the past 6 years with positive references. A check of their other references was also positive.

As with the previous bid, the Public Works Department recommends approval of two contractors in case the low bidder cannot fulfill their obligations. The second lowest price bidder was unresponsive to numerous requests for references. The Public Works Department recommends GROD Construction, LLC as a secondary contractor. GROD



Construction, LLC, the third lowest priced bid, has completed a project in Mansfield with satisfactory results and within budget. This second contractor will only be utilized if the Ken-Do Contracting can not perform or if the workload does not meet their schedule.

The estimated expenditure by the Streets Department for this work is \$1,000,000 to \$1,250,000 per year. The award of the bid is for one year with the option to renew for 4 additional one-year periods. An inflationary adjustment will be included in the contract that may adjust the unit prices each year to account for inflation or the Consumer Price Index (CPI) whichever is less.

### **Justification**

Outside contractors are essential to accomplish the workload for repairing and maintaining the streets and sidewalks within the city. The Public Works Department feels that Ken-Do Contracting, L.P. and GROD Construction, LLC have the necessary staff and equipment to successfully complete this work.

The Assistant Director of Public Works-Transportation will be in attendance at the meeting to answer Council's questions regarding the proposed contracts. A resolution and bid tab are attached for Council's consideration.

### **Funding Source**

(Street Department Maintenance Budget - General Fund)

### **Prepared By**

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

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF MANSFIELD AWARDING STREET MAINTENANCE CONTRACTS FOR MISCELLANEOUS CITY-WIDE CONCRETE REPAIRS TO KEN-DO CONTRACTING, L.P. AND GROD CONSTRUCTION, LLC**

**WHEREAS**, the City of Mansfield has publicly advertised and requested competitive bids for miscellaneous city-wide concrete repairs; and,

**WHEREAS**, all bids were received, opened and publicly read aloud on June 30, 2022; and,

**WHEREAS**, the expenditure of the funds stated herein will be secured from the City of Mansfield General Fund – Street Operations Maintenance Budget; and,

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

**WHEREAS**, after review of all bids received, it is the recommendation and determination of Council that the “best value” bids are that of Ken-Do Contracting, L.P. and GROD Construction, LLC; and

**WHEREAS**, the bids are to provide miscellaneous city-wide concrete repairs for a one for a one (1) year period with the City of Mansfield and the Contractor having the option to renew this agreement for four (4) additional one (1) year periods subject to appropriations. Unit prices for each year may be adjusted to account for inflation or the Consumer Price Index whichever is less.

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

**SECTION 1.**

The City Manager is hereby authorized and directed to execute contractual documents with Ken-Do Contracting, L.P..

**SECTION 2.**

The City Manager is hereby authorized and directed to execute contractual documents with GROD Construction, LLC.

**SECTION 3.**

This resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF AUGUST, 2022.**

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

**ATTEST:**

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

Bid Tab

Bid # 2022-41-04-03			KenDo Contracting , LP		Urban Infraconstructing, LLC		GROD Construction, Inc.		Ed Bell Construction Company	
Bid Items	Quantity*	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Roadway repair 11” concrete depth 6 sack mix – Class P2, - 4,500 psi	500 square yards	\$ Per SY	\$145.00	\$72,500.00	\$155.00	\$77,500.00	\$200.00	\$100,000.00	\$393.00	\$196,500.00
Roadway repair 10” concrete depth 6 sack mix – Class P2, - 4,500 psi	1,500 square yards	\$ Per SY	\$140.00	\$210,000.00	\$145.00	\$217,500.00	\$180.00	\$270,000.00	\$355.00	\$532,500.00
Roadway repair 9” concrete depth 6 sack mix – Class P2, - 4,500 psi	2,500 square yards	\$ Per SY	\$132.00	\$330,000.00	\$134.00	\$335,000.00	\$175.00	\$437,500.00	\$323.00	\$807,500.00
Roadway repair 8” concrete depth 6 sack mix – Class P2, - 4,500 psi	750 square yards	\$ Per SY	\$115.00	\$86,250.00	\$121.00	\$90,750.00	\$172.00	\$129,000.00	\$297.00	\$222,750.00
Curb and Gutter 18” wide, 6” curb, 8” depth	500 linear feet	\$ Per SY	\$52.00	\$26,000.00	\$69.00	\$34,500.00	\$95.00	\$47,500.00	\$69.00	\$34,500.00
Curb and Gutter 24” wide, 6” curb, 8” depth	1,000 linear feet	\$ Per SY	\$55.00	\$55,000.00	\$72.00	\$72,000.00	\$98.00	\$98,000.00	\$82.00	\$82,000.00
Curb and Gutter 18” wide, 6” curb, 10” depth	500 linear feet	\$ Per SY	\$58.00	\$29,000.00	\$70.00	\$35,000.00	\$100.00	\$50,000.00	\$74.00	\$37,000.00
Curb and Gutter 24” wide, 6” curb, 10” depth	500 linear feet	\$ Per SY	\$62.00	\$31,000.00	\$75.00	\$37,500.00	\$120.00	\$60,000.00	\$95.00	\$47,500.00

<b>Sidewalk</b> 4” concrete depth	100 square yards	\$ Per SY	\$68.00	\$6,800.00	\$117.00	\$11,700.00	\$150.00	\$15,000.00	\$167.00	\$16,700.00
<b>Handicap ramps</b> 4” concrete depth	100 square yards	\$ Per SY	\$225.00	\$22,500.00	\$174.00	\$17,400.00	\$200.00	\$20,000.00	\$255.00	\$25,500.00
<b>Driveway – Residential</b> 6” concrete depth	50 square yards	\$ Per SY	\$105.00	\$5,250.00	\$218.00	\$10,900.00	\$200.00	\$10,000.00	\$243.00	\$12,150.00
<b>Driveway – Commercial</b> 8” concrete depth	50 square yards	\$ Per SY	\$135.00	\$6,750.00	\$239.00	\$11,950.00	\$250.00	\$12,500.00	\$262.00	\$13,100.00
<b>Total - Sum of all items</b>				<b>\$881,050.00</b>		<b>\$951,700.00</b>		<b>\$1,249,500.00</b>		<b>\$2,027,700.00</b>
<b>Minimum charge for small repairs</b> (i.e., inlet throats, small items not listed)				\$5,000.00		\$10,000.00		\$4,500.00		\$5,000.00
* Quantity for bidding purposes only										



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4817

Agenda Date: 8/8/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

### Agenda Number:

#### Title

Resolution - A Resolution Awarding a Construction Contract for Asphalt Overlays of East Broad Street (Matlock Road to Fire Station #3) and Mansfield Webb Road to Texas Bit, Authorizing and Directing the City Manager to Execute Contract Documents; and Authorizing Funding for an Amount Not to Exceed \$450,000.00 (Street Operations Department Maintenance Budget - General Fund)

#### Requested Action

Consider the Resolution awarding a construction contract for asphalt overlays of East Broad Street (Matlock Road to Fire Station #3) and Mansfield Webb Road to Texas Bit, authorizing and directing the City Manager to execute contract documents; and authorizing funding for an amount not to exceed \$450,000.00.

#### Recommendation

The Public Works Staff recommends approval of the Resolution.

#### Description/History

East Broad Street from Matlock Road to SH 360 has experienced pavement degradation and poor ride quality over the past several years. To remedy this degradation and to expand traffic capacity, various sections of E. Broad are included on the 5-year Roadway Capital Improvement Program for reconstruction. The section from Fire Station #3 to SH 360 is scheduled for full reconstruction in 2024 but the section from Matlock Road to Fire Station #3 is not scheduled for construction until 2027.

To improve ride quality and to preserve the pavement integrity for the next 5 years an asphalt overlay of the existing concrete pavement is proposed for the section of E. Broad Street from Matlock Road to Fire Station #3. Because the section of E. Broad Street from Fire Station #3 to SH 360 is scheduled for construction in next 2 years, an overlay of this section would not be cost effective.

The concrete portion of Mansfield Webb Road at Matlock Road has also significantly degraded. This narrow width of the roadway (37 feet) does not allow for concrete panel replacement without significantly increasing congestion and delay for an extended period of time on both Mansfield Webb Road and Matlock Road. The asphalt overlay is able to be applied quickly, with relatively low cost and will limit traffic disruption.

The proposed asphalt overlays are the same material that has been placed on westbound Broad Street between Matlock Road and Cannon Drive and has also been used to overlay the concrete pavement on Heritage Parkway and National Parkway. This material is more flexible than standard asphalt and has held up very well in these locations. From the previous performance of the product the anticipated life space is 5 years.

The material that will be used has a patent and the supplier has an exclusive manufacturing and supply agreement with Texas Bit. The requested approval of funds are for a construction contract with Texas Bit in the amount of \$429,945.80 which includes \$183,337.80 for E. Broad Street between Matlock and Miller, \$191,291.85 for E. Broad Street between Miller to Fire Station #3 and \$55,316.15 for Mansfield Webb Road. A contingency of \$20,054.20 (4.7%) is also requested to cover any additional unforeseen repairs to complete the project. This project will be accomplished within a budget not to exceed \$450,000.00. The cost of the restriping and any additional traffic control will come from the Street Operations Department Maintenance Budget. It is estimated the work will be completed by mid-September 2022.

### **Justification**

Council expressed an interest in prioritizing this section of East Broad Street for immediate attention. There are funds available in the 2022 Street Operations maintenance budget due to the limited concrete repair efforts this summer. The asphalt overlays of existing concrete on the proposed roadways will extend the pavement life while improving the ride quality.

Texas Bit has successfully completed many projects within the City of Mansfield in the past. The Public Works Department believes that Texas Bit has the necessary staff and equipment to successfully complete the project.

The Assistant Director of Public Works - Transportation, will be in attendance to answer Council's questions regarding the proposed project.

### **Funding Source**

(Street Operations Department Maintenance Budget - General Fund)

### **Prepared By**

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

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

**A RESOLUTION AWARDDING A CONTRACT FOR ASPHALT OVERLAYS OF EAST BROAD STREET (MATLOCK ROAD TO FIRE STATION #3) AND MANSFIELD WEBB ROAD TO TEXAS BIT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS; AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$450,000.00**

**WHEREAS**, the City of Mansfield has decided to contract for the proprietary Multi-Purpose Asphalt Cement hot mix road paving product (MAC Mix) through an exclusive manufacturing and supply agreement with Texas Bit for the asphalt overlay of East Broad Street (Matlock Road to Fire Station #3) and Mansfield Webb Road; and,

**WHEREAS**, the expenditure of the funds stated herein will be secured from the City of Mansfield General Fund (Street Operations Maintenance Budget); and,

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

**WHEREAS**, it is the recommendation and determination of Council that Texas Bit is able to supply and install MAC Mix through its exclusive manufacturing and supply agreement.

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

**SECTION 1.**

The City Manager is hereby authorized and directed to execute contractual documents for the asphalt overlay of East Broad Street (Matlock Road to Fire Station #3) and Mansfield Webb Road for an amount of Four Hundred Twenty-Nine Thousand Nine Hundred Forty-Five and 80/100 Dollars, (\$429,945.80).

**SECTION 2.**

Funding is hereby authorized in an amount not to exceed Four Hundred Fifty Thousand and 00/100 Dollars, (\$450,000.00).

**SECTION 3.**

This resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF AUGUST, 2022.**



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

**ATTEST:**

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

10 May 2021

**TO:** City of Mansfield, Texas  
Attn: Steven Cooke

and

DAVE MORTON  
Texas Bit Inc.

**FROM:** U.S. Polyco, Inc.

**RE:** U.S. Polyco, Inc.'s agreement with Texas Materials Group, Inc., to exclusively supply Rapid Dissolution Processed rubberized asphalt concentrate

Greetings:

This letter is to confirm that U.S. Polyco, Inc. (USP) are / have negotiated a limited exclusive manufacturing and supply agreement for the purposes of providing Texas Materials Group, d/b/a, Texas Bit, Inc. with a patented rubberized asphalt binder used in road paving. USP's patented Rapid Dissolution Process (RDP) Asphalt paving binder recycles used tire rubber into a homogeneous liquid Asphalt binder that will not separate. USP's RDP is a necessary and integral ingredient in TMG's proprietary Multi-purpose Asphalt Cement hot mix road paving product (MAC Mix).

Kindest Regards,



---

John Barrington  
Vice President, Sales and Marketing

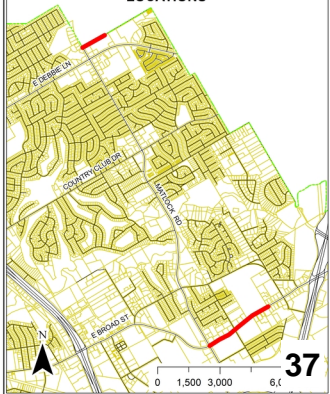
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**Corporate Office**  
9110 Double Diamond Pkwy  
Reno, Nevada 89521  
P: 775.626.8818

**Manufacturing Plant**  
3901 S. Interstate 45  
Ennis, TX 75119  
P: 972-875-9300

**Texas Terminal**  
4105 County Rd. 1018  
Joshua, TX 76058  
P: 800.848.0228

## ASPHALT OVERLAY LOCATIONS





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4823

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution by the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter into an Interlocal Agreement with the City of Waxahachie for the Purpose of Cooperative Purchase of Goods, Products, and/or Services

**Requested Action**

City Council to approve an Interlocal Agreement with the City of Waxahachie for the purpose of cooperative purchase of goods, products, and/or services.

**Recommendation**

Staff recommends approval of the Interlocal Agreement.

**Description/History**

The City of Mansfield and the City of Waxahachie wish to enter into this agreement pursuant to Chapter 791 of the Texas Government Code, which is referred to as the Interlocal Cooperation Act. The standard agreement sets forth the terms and conditions upon which the City of Mansfield and the City of Waxahachie may purchase various goods and services commonly utilized by each party.

**Justification**

Participation in an interlocal agreement will be highly beneficial to the taxpayers of the City of Mansfield through the anticipated savings to be realized, and is of mutual concern to the contracting parties.

**Funding Source**

N/A

**Prepared By**

Troy Lestina, 817-276-4258

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF WAXAHACHIE, TEXAS, FOR THE PURPOSE OF COOPERATIVE PURCHASE OF GOODS, PRODUCTS AND/OR SERVICES**

**WHEREAS**, the City of Mansfield and the City of Waxahachie are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

**WHEREAS**, the governing officials of member cities, political subdivisions of the State of Texas, desire for each member the benefits of cooperative purchasing of goods, products and/or services; and,

**WHEREAS**, the City of Waxahachie and the City of Mansfield wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth terms and conditions upon which the City of Waxahachie and the City of Mansfield may purchase various goods and services commonly utilized by each party; and,

**WHEREAS**, participation in an interlocal agreement will be highly beneficial to the taxpayers of the City of Mansfield through the anticipated savings to be realized and is of mutual concern to the contracting parties.

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

**SECTION 1.**

The City of Mansfield does hereby agree to participate in an interlocal agreement for the purpose of cooperative purchasing of goods, products and/or services with the City of Waxahachie.

**SECTION 2.**

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

**SECTION 3.**

The City Council authorizes the City Manager to enter into an Interlocal Agreement for the purpose of cooperative purchasing of goods, products and/or services as provided in this agreement.

**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF AUGUST, 2022.**

**ATTEST:**

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

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

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") is made and entered into this 18<sup>th</sup> day of July, 2022, by and between the CITY OF MANSFIELD, Texas (hereinafter called "CITY OF MANSFIELD"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF MANSFIELD and WAXAHACHIE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF MANSFIELD and WAXAHACHIE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF MANSFIELD and WAXAHACHIE agree as follows:

1. CITY OF MANSFIELD and WAXAHACHIE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF MANSFIELD and WAXAHACHIE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF MANSFIELD and WAXAHACHIE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 18, 2022, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.



EXECUTED hereto on the day and year the agreement is approved and signed by the final party.

CITY OF MANSFIELD

By: Joe Smolinski,  
City Manager

CITY OF WAXAHACHIE

By: Michael Scott,  
City Manager



STATE OF TEXAS §

COUNTY OF TARRANT §

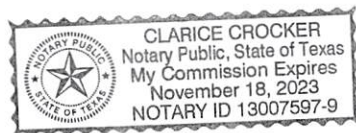
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Joe Smolinski of the **CITY OF MANSFIELD, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the  
State of Texas

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of July, 2022, by Michael Scott, City Manager of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Clarice Crocker  
Notary Public in and for the  
State of Texas



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4818

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the August 2, 2022 Special Joint City Council and MISD Board Meeting  
Minutes

**Requested Action**

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

**Recommendation**

Approval of the minutes by the Council.

**Description/History**

The minutes of the August 2, 2022 Special Joint City Council and MISD Board Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

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Tuesday, August 2, 2022

6:00 PM

Darrell Sneed Room  
R.L. Anderson Stadium  
1016 Magnolia Street  
Mansfield, TX 76063

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#### **JOINT MEETING WITH MANSFIELD INDEPENDENT SCHOOL DISTRICT BOARD**

#### **6:00 P.M. - CALL MEETING TO ORDER**

*Mayor Evans called the meeting to order at 6:02 p.m.*

**Present** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

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

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 6:04 p.m. Mayor Evans called the executive session to order in the Darrell Sneed Room at 6:11 p.m. Mayor Evans recessed the executive session at 6:32 p.m.*

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

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

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**

#### **RECONVENE INTO REGULAR BUSINESS SESSION**

*Mayor Evans reconvened into regular business session at 6:35 p.m.*

#### **INVOCATION**

*Council Member Short gave the Invocation.*

### **PLEDGE OF ALLEGIANCE**

*School Board Member Warren Davis led the Pledge of Allegiance.*

### **TEXAS PLEDGE**

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

*School Board Member Warren Davis led the Texas Pledge.*

### **CITIZEN COMMENTS**

*There were no citizen comments.*

### **WORK SESSION**

#### MISD and the City of Mansfield Working Together on Mutually Beneficial Projects

*Associate Superintendent of Communications and Marketing Donald Williams and Director of Communications and Outreach Bernadette McCranie discussed the current partnerships that exist with regards to communications between the school district and the city. They touched on the events the two entities participate in jointly. Feedback was sought regarding how the city and school district can improve their partnerships and/or what else they should be partnering on. Bernadette touched on the city's internship program. Deputy Superintendent Sean Scott spoke on how the internship program works within the school district. There was discussion regarding the ISD's Vision 2030.*

#### Property Annexation on the Southern Sector ETJ

*Assistant City Manager Matt Jones gave a brief overview of a proposed development in the southern ETJ portion of the city.*

#### Joint Marketing Opportunities between MISD and the City of Mansfield

*Discussion was held during a previous agenda item.*

#### Comparison of Demographics between MISD and the City of Mansfield

*Executive Director of Student Operations Paul Cash provided an overview of the demographics of the school district. He touched on a study conducted on the housing market and how that affects the school district. Mr. Cash spoke on how COVID-19 affected school attendance in lower grades. Associate Superintendent of Facilities and Bond Programs Jeff Brogden spoke about the great communication between the city and school district when bringing new projects into the city. Paul and Jeff answered questions.*

**ADJOURN**

A motion was made by Council Member Bounds to adjourn the meeting at 7:14 p.m. Seconded by Mayor Pro Tem Tonore. The motion **CARRIED** by the following vote:

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**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: 22-4819

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the July 25, 2022 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 July 25, 2022 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

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Monday, July 25, 2022

3:00 PM

Council Chambers

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#### REGULAR MEETING

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

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

**Present** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

#### **WORK SESSION**

Discussion Regarding District Signage

*Darrell Mitchell with Sellmark Corporation spoke on the purpose and vision for district signage and banners and answered Council questions. Council gave direction to move forward with putting together exhibits, finding locations, and determining costs for the project.*

FY '23 Budget Work Session

*City Manager Joe Smolinski spoke on property tax values, new construction, and proposed fee schedules. Fire Chief Mike Ross presented proposed ambulance rates and fees. Director of Planning Jason Alexander spoke on planning and zoning fees. Director of Public Works and Transportation Bart VanAmburgh spoke on inspection fees. Director of Building Services Wade McLaurin spoke on permit fees. Director of Utilities Jeff Price spoke on utility fees. Chief Financial Officer Troy Lestina spoke on debt capacity.*

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

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:42 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:52 p.m. Mayor Evans recessed the executive session at 7:06 p.m.*

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

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

Seek Advice of City Attorney Regarding Donation Containers

Seek Advice of City Attorney Regarding Grand Prairie Boundary Adjustment

Seek Advice of City Attorney Regarding an Update on Legal Duties and Responsibilities in Responding to Public Information Requests

Seek Advice of City Attorney Regarding Budgetary Process and Expenditures

Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

Land Acquisition for Future Development

**Personnel Matters Pursuant to Section 551.074**

Board Appointments

**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 #21-33

Economic Development Project #22-21

Economic Development Project #22-24

**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 7:16 p.m.*

**INVOCATION**

*Sam Russo of Life Church gave the Invocation.*



**PLEDGE OF ALLEGIANCE**

*Mayor Pro Tem Tonore led the Pledge of Allegiance.*

**TEXAS PLEDGE**

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

*Council Member Bounds led the Texas Pledge.*

**CITIZEN COMMENTS**

*Gene Winfield, 3203 Sgt. Pepper Court - Mr. Winfield spoke on events that take place in Historic Downtown Mansfield.*

**COUNCIL ANNOUNCEMENTS**

*Council Member Leyman commended the water utilities department.*

*There were no other Council announcements.*

**SUB-COMMITTEE REPORTS****[22-4796](#)**

Minutes - Approval of the July 11, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Evans, and Lewis)

**A motion was made by Council Member Lewis to approve the minutes of the July 11, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh; Mike Leyman; Todd Tonore and Tamera Bounds

**[22-4797](#)**

Minutes - Approval of the July 14, 2022 Revitalization of Historic Downtown Mansfield Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Lewis, and Bounds)

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the July 14, 2022 Revitalization of Historic Downtown Mansfield Sub-Committee Meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:**

**Aye:** 3 - Casey Lewis; Todd Tonore and Tamera Bounds

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh; Julie Short; Mike Leyman and Michael Evans

## **STAFF COMMENTS**

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

Current/Future Agenda Items

*Joe Smolinski addressed Mr. Winfield's comments regarding Historic Downtown Mansfield.*

### **Business Services Department Report**

[22-4799](#)

Presentation of the Monthly Financial Report for the Period Ending June 30, 2022

*Troy Lestina was available for questions.*

### **Community Engagement Department Report**

[22-4800](#)

Departmental Quarterly Reports

*Director of Communications and Outreach Bernadette McCranie was available for questions.*

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

**A motion was made by Council Member Lewis to approve a Memorandum of Understanding for Economic Development Project #22-24 as discussed in executive session. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

## **CONSENT AGENDA**

[22-4760](#)

Resolution - A Resolution Authorizing a Change Order to the Contract with Tegrity Contractors, Inc. for the Construction of the Public Safety Burn Tower Foundation and Skills Pad Project

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

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH**

---

**TEGRITY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE PUBLIC  
SAFETY BURN TOWER FOUNDATION AND SKILLS PAD PROJECT**

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael  
Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3882-22

[22-4782](#)

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

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

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

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael  
Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3883-22

[22-4798](#)

Resolution - A Resolution Authorizing the City Manager and the Police  
Department to Make Application, Receive, and Expend Grant Funding  
from the Firehouse Subs Public Safety Foundation to be Used for Police  
Training Aids Utilized in Enhancing Police Emergency Vehicle  
Operations Safety

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE  
DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT**

**FUNDING FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR THE PURCHASE OF POLICE TRAINING EQUIPMENT. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$3,600.00 AND DOES NOT REQUIRE A MATCH**

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3884-22

[22-4810](#)

Resolution - A Resolution Ratifying the Expenditure of Funds in the Amount of Fifty-Four Thousand Six Hundred Dollars and 20 Cents (\$54,619.20), for Plumbing Repairs at Fire Station No. 4

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

**A RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$54,619.20, FOR PLUMBING REPAIRS AT FIRE STATION NO. 4**

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3885-22

[22-4791](#)

Minutes - Approval of the July 11, 2022 Regular City Council Meeting Minutes

**A motion was made by Council Member Short to approve the minutes of the July 11, 2022 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

[22-4793](#)

Minutes - Approval of the July 13, 2022 Special City Council Meeting Minutes

**A motion was made by Council Member Short to approve the minutes of the July 13, 2022 Special City Council Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

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

[22-4789](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Economic Development and Performance Agreement by and Between the Mansfield Economic Development Corporation ("MEDC") and BCB Transport Holdings Company, LLC, and Authorizing its Execution by the President of the MEDC; and Providing an Effective Date

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

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

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND BCB TRANSPORT HOLDINGS COMPANY, LLC; AUTHORIZING THE MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 1 - Casey Lewis

Enactment No: RE-3886-22

### **END OF CONSENT AGENDA**

### **OLD BUSINESS**

[22-4740](#)

Ordinance - Consideration and Approval of an Ordinance to Amend Section 158.001 "Definitions" and Section 158.013 "Inspection by Regulatory Compliance Department," of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage" of the Mansfield Code of Ordinances

---

*Director of Regulatory Compliance Nicolette Ricciuti presented the item.*

**A motion was made by Mayor Pro Tem Tonore to approve the following ordinance:**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING SECTION 158.001 "DEFINITIONS" AND SECTION 158.013, "INSPECTION BY REGULATORY COMPLIANCE DEPARTMENT," OF CHAPTER 158, "STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES," OF TITLE XV, "LAND USAGE," OF THE CODE OF MANSFIELD, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE**

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

Enactment No: OR-2267-22

## **PUBLIC HEARING AND RESOLUTION**

### **[22-4792](#)**

Resolution - Public Hearing and Resolution to Consider Support for a Grant Application to the Texas Parks and Wildlife Department for Matching Fund Assistance for Development of James McKnight Park West

*Director of Community Services Matt Young presented the item.*

*Mayor Evans opened the public hearing at 7:38 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:38 p.m.*

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

**A RESOLUTION TO CONSIDER SUPPORT FOR A GRANT APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT FOR MATCHING FUND ASSISTANCE FOR DEVELOPMENT OF JAMES MCKNIGHT PARK WEST**

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

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

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3887-22

## **NEW BUSINESS**

### **22-4794**

Discussion and Possible Action on a Project Proposal from the Better Block Foundation for Historic Downtown Mansfield

*Nicolette Ricciuti presented the item and answered Council questions. There was no action taken.*

### **22-4795**

Discussion and Possible Action on the Development of a Facade Improvement Grant Program for Historic Downtown Mansfield

*Nicolette Ricciuti presented the item and answered Council questions. City Attorney Allen Taylor advised the Council. Joe Smolinski made brief comments. The item will be sent back to the Revitalization of Historic Downtown Mansfield Sub-Committee.*

### **22-4803**

Discussion and Possible Action Regarding Appointments to the Mansfield Economic Development Corporation

*Executive Director of Economic Development Jason Moore presented the item. Allen Taylor advised the Council.*

**A motion was made by Mayor Pro Tem Tonore to appoint Juan Fresquez to the Board of the Mansfield Economic Development Corporation. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

## **ADJOURN**

**A motion was made by Council Member Lewis to adjourn the meeting at 8:26 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**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: 22-4825

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**Agenda Date:**

**Version:** 1

**Status:** Old Business

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

Discussion - Continued Discussion and Possible Action Regarding Policy Direction from Council to Address Political Activities at City Events

**Requested Action**

Defer to Council.

**Recommendation**

Defer to Council.

**Description/History**

Council discussed this item at the June 27, 2022 Regular City Council meeting. The matter was deferred to City Attorney Drew Larkin to review and bring back to the City Council.

**Funding Source**

N/A

**Prepared By**

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





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4813

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

Review and Consideration of a Detailed Site Plan at the Shops at Broad for a Restaurant (Eating Place without Drive-Through) Use on Approximately 2.12 Acres of Lot 12, Blk 1, The Shops at Broad Street at 645 N US 287; Development Engineering Consultants, LLC (engineer), and BoomerJack's, Proposed Tenant (DS#22-009)

**Requested Action**

To review and consider the subject Detailed Site Plan.

**Recommendation**

Staff recommends approval.

**Description/History**

The property is identified as "Tract 3" in the Shops at Broad Planned Development (PD), which requires detailed site plan approval by City Council prior to development. The proposed plans provide for a restaurant development with a covered patio that conforms to the Shops at Broad PD.

**Staff Analysis**

The subject property consists of 2.12 acres located north of the intersection of East Broad and N US 287. The restaurant is proposed to be situated in between the Field House and N US 287. Per the PD regulations, development of this property is limited to C-2 (Community Business District) uses and standards for a commercial/retail development. The applicant is requesting to develop a BoomerJack's Restaurant on the property.

Site Plan

The proposed site plan includes details of the one-story 7,580 sq. ft. restaurant building with 1,497 sq. ft. covered patio, trash enclosure, landscaping areas and 130-space parking lot. The trash enclosure will be located in the rear of the development and constructed of masonry materials (split-face CMU) and all equipment will be screened in accordance with the City's Code of Ordinances. The landscaping material used within the site plan meets the requirements of the PD by utilizing tree plantings, shrubs and plants, ornamental grass and groundcover and turf and hardscape. Most of the plantings are spaced along the edge of the property and building, providing a natural buffer around the parking areas and the building's foundation.

Elevations and Perspectives

Elevations are provided for the proposed building and patio, as well as details for the

trash enclosure. The building will include mostly brick materials with stucco, faux wood and metal used as accents and rear facing walls. The west elevation, which faces N US 287, contains a combination of brick, large windows with transom details with a covered entry, and a covered patio. The entry feature is a faux wood product that also includes an attached BoomerJack's logo sign. The development contains other attached signage that meets all PD requirements as well as branded art and accent pieces.

**Prepared By**

Arty Wheaton-Rodriguez, Assistant Director of Planning  
817-276-4245





**DS#22-009**

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

7/27/2022



## EXHIBIT "A"

DS#22-009

BEING a 2.12 acre tract of land out of the H. ODELE SURVEY, ABSTRACT NUMBER 1196, situated in the City of Mansfield, Tarrant County, Texas and being a portion of Lot 12, Block 1 of The Shops at Broad Street, a subdivision of record in Document Number D218189472 of the Plat Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a 5/8 inch iron rod with red plastic cap stamped "KHA" found in the curving Northeast right-of-way line of State Highway Number 287 (variable width right-of-way), being the Northwest corner of Lot 6R1A, Block 1 of The Shops at Broad Street, a subdivision of record in Document Number D219213098 of said Plat Records, also being the Southwest corner of said Lot 12;

**THENCE**, along the curving Northeast right-of-way line of State Highway Number 287, being the common Southwest line of said Lot 12, along a curve to the left, having a radius of 7669.44 feet, a chord bearing of N41°16'47"W, a chord length of 204.13 feet, a delta angle of 01°31'30", an arc length of 204.13 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which an "X" cut in concrete found at the Northwest corner of said Lot 12 bears, along a chord, N42°35'25"W, a distance of 146.72 feet;

**THENCE**, N58°04'28"E, leaving the Northeast right-of-way line of State Highway Number 287, over and across said Lot 12, a distance of 474.78 feet to an "X" cut in concrete set in the Southwest line of that certain tract of land conveyed to the City of Mansfield by deed of record in Document Number D204157325 of the Official Public Records of Tarrant County, Texas;

**THENCE**, S31°55'32"E, along the Southwest line of said City of Mansfield tract, being the common Northeast line of said Lot 12, a distance of 201.41 feet to an "X" cut in concrete found in the Northwest line of Lot 6R1A, Block 1 of said The Shops at Broad Street - Document Number D219213098, being the Southwest corner of said City of Mansfield tract, also being the Southeast corner of said Lot 12;

**THENCE**, S58°04'28"W, along the Northwest line of said Lot 6R1A, being the common Southeast line of said Lot 12, a distance of 441.60 feet to the **POINT OF BEGINNING** and containing an area of 2.12 acres (92,192 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).

PAGE 1 OF 1

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



**EAGLE SURVEYING, LLC**  
222 S. ELM STREET  
SUITE: 200  
DENTON, TX 76201  
(940) 222-3009  
TX FIRM # 10194177



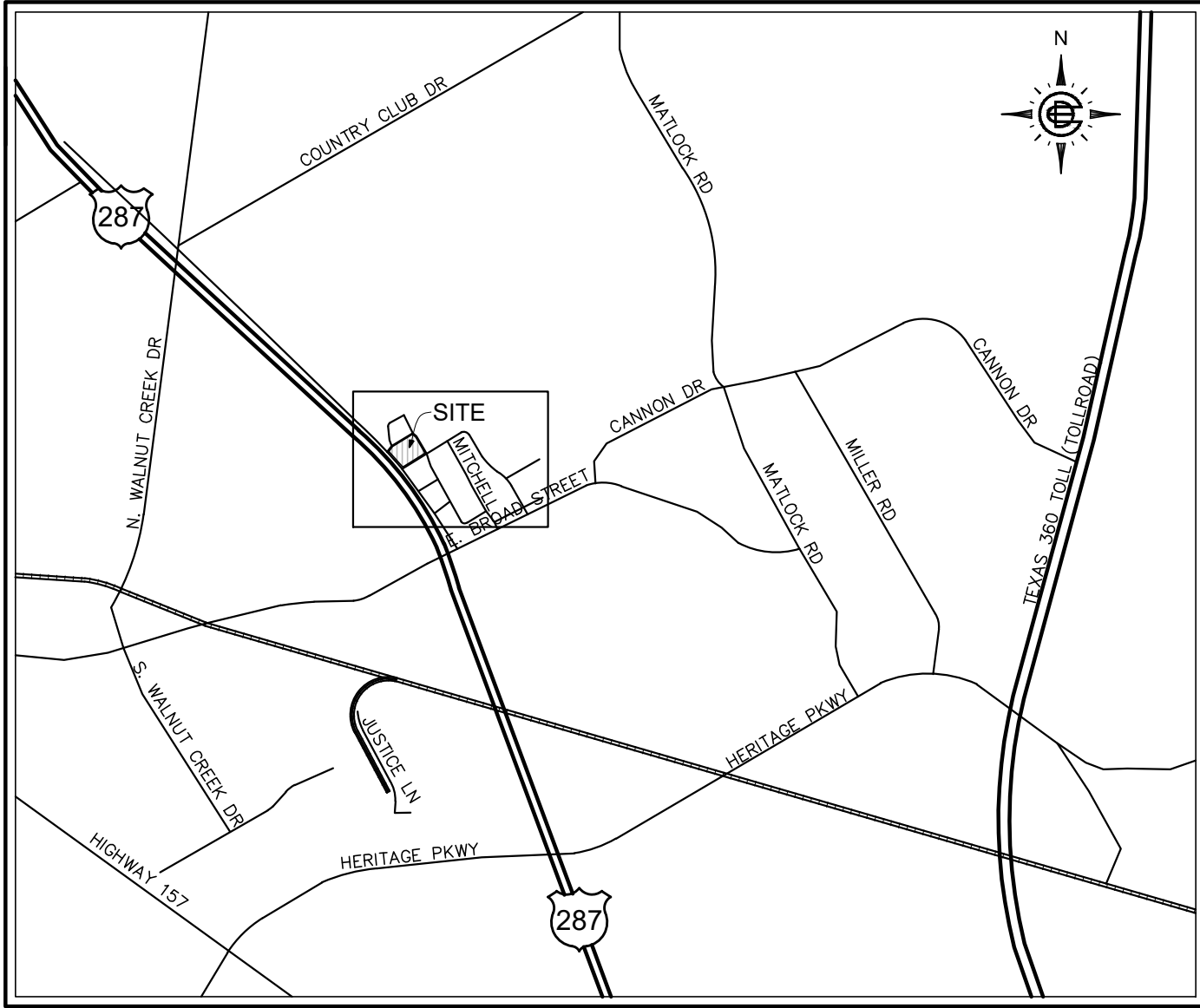
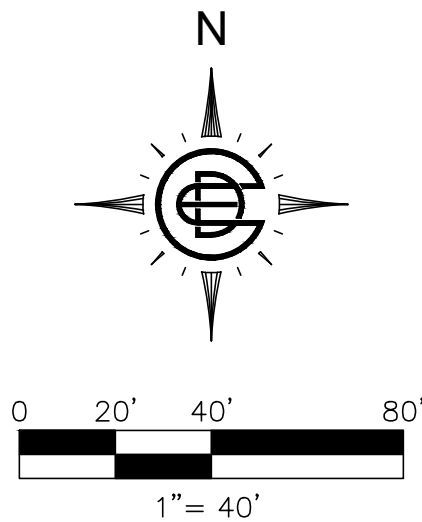
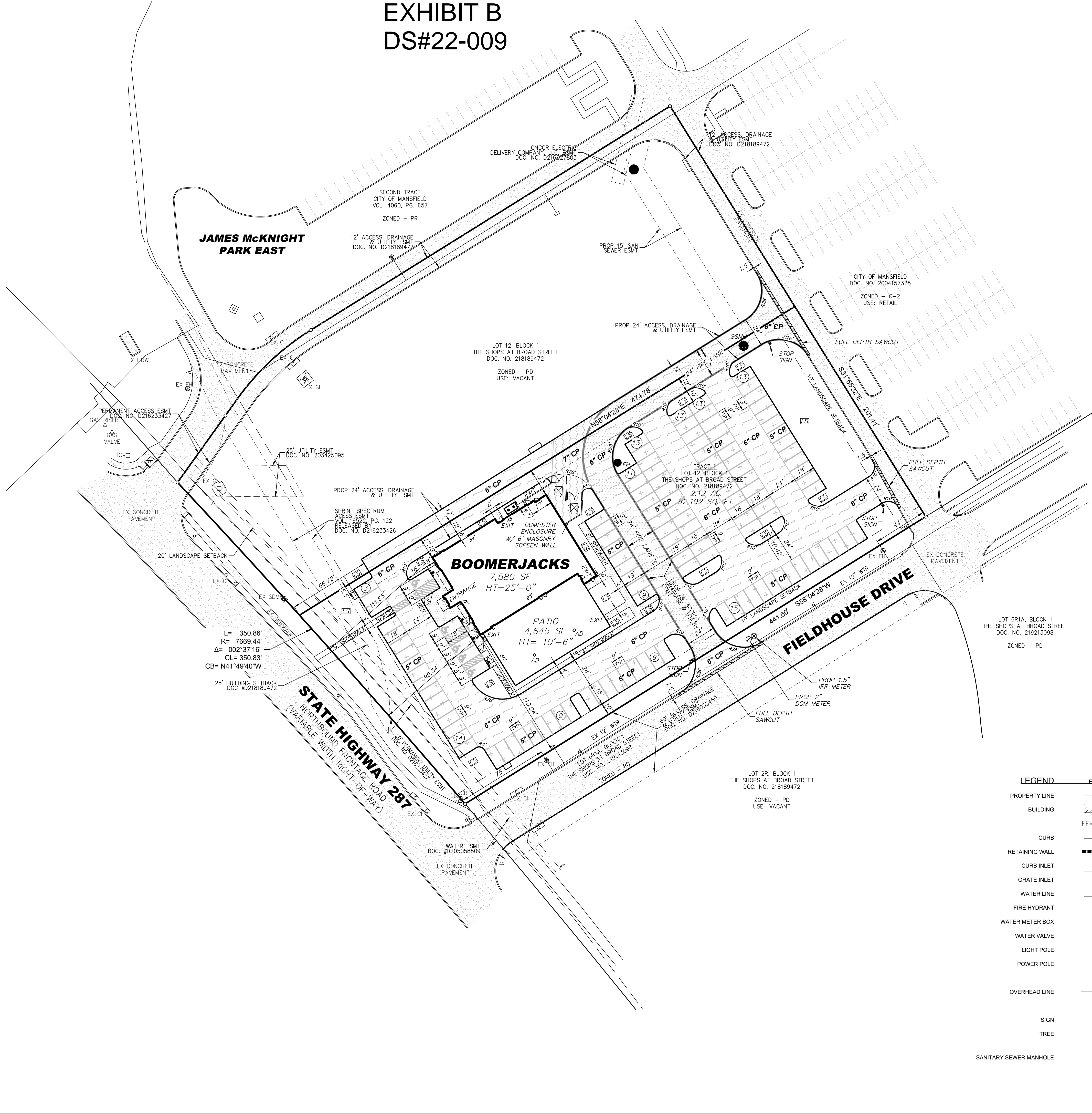
*Matthew Raabe*  
Matthew Raabe  
R.P.L.S. # 6402

*07-05-22*  
Date

JOB NUMBER	DRAWN BY	DATE
2203.051-02	CHM	07-05-2022



EXHIBIT B  
DS#22-009



VICINITY MAP  
N.T.S.

PAVEMENT LEGEND	
	EXISTING CONCRETE PAVEMENT
	REMOVE EXISTING PAVEMENT
	4"-3,000 PSI REINFORCED CONCRETE SIDEWALK PER DETAIL
	5"-3,000 PSI REINFORCED CONCRETE ON 6" COMPACTED SUBGRADE PER DETAIL. (5" CP)
	6"-3,500 PSI REINFORCED CONCRETE ON 6" STABILIZED SUBGRADE PER DETAIL. (6" CP)
	7"-3,500 PSI REINFORCED CONCRETE ON 6" STABILIZED SUBGRADE PER DETAIL. (7" CP)

SITE PLAN GENERAL NOTES

- BOUNDARY SURVEY: BOUNDARY SURVEY INFORMATION IS BASED ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY EAGLE SURVEYING, DATED MAY 25, 2022.
- PROPERTY LINES & EASEMENTS: REFER TO THE ALTA/NSPS LAND TITLE SURVEY TO VERIFY PROPERTY LINES AND EASEMENT LOCATIONS.
- DIMENSION CONTROL: ALL PAVING DIMENSIONS AND COORDINATES ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
- CURB RADII: ALL CURB RADII SHALL BE TWO FEET (2') AT THE FACE OF CURB, UNLESS NOTED OTHERWISE.
- BUILDING DIMENSIONS: REFER TO THE BUILDING PLANS FOR EXACT BUILDING DIMENSIONS.
- BUILDING ORIENTATION: THE BUILDING SHALL BE PARALLEL AND PERPENDICULAR TO THE NORTHWEST PROPERTY LINE: N 58°04'28" E - 474.78'.
- THERE ARE NO EXISTING TREES ON THIS SITE.

SITE DATA	
LOT AREA:	2.12 ACRES
ZONING:	PD
CURRENT USE:	UNDEVELOPED
PROPOSED USE:	RESTAURANT
BUILDING AREA:	7,580 SQ. FT.
PATIO:	4,645 SQ. FT.
FLOOR/AREA RATIO:	0.13
LOT COVERAGE:	
PARKING REQUIRED:	
9'x18' SPACES	118 SPACES
ACCESSIBLE SPACES	5
TOTAL SPACES	123 (1/100)
PARKING PROVIDED:	
9'x18' SPACES	125 SPACES
ACCESSIBLE SPACES	5
TOTAL SPACES	130 (1/94)

- ALL SIGNAGE WILL COMPLY WITH REGULATIONS FOR C-2 ZONED PROPERTY AS SPECIFIED IN CHAPTER 115.090 OF CODE OF ORDINANCES AND PD ASSOCIATED WITH ZC-16-008.
- THE TRASH ENCLOSURE AND ALL EQUIPMENT WILL BE SCREENED IN ACCORDANCE WITH THE REGULATIONS SPECIFIED IN CHAPTER 115.093 OF THE CODE OF ORDINANCES.
- LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS SPECIFIED IN CHAPTER 155.092 OF THE CODE OF ORDINANCES.
- ALL ROOFTOP EQUIPMENT WILL BE SCREENED FROM ADJACENT PARKING LOTS AND STREETS.
- THERE WILL NOT BE ANY OUTSIDE STORAGE OF MATERIALS OR MERCHANDISE ON THE PROPERTY.
- ALL UTILITY LINES SHALL BE PLACED UNDERGROUND EXCEPT FOR TRANSMISSION LINES AND FEEDER LINES.
- DEVELOPMENT WILL BE COMPLETED IN ONE PHASE.

LEGEND	EXISTING	PROPOSED
PROPERTY LINE		
BUILDING		
CURB		
RETAINING WALL		
CURB INLET		
GRATE INLET		
WATER LINE		
FIRE HYDRANT		
WATER METER BOX		
WATER VALVE		
LIGHT POLE		
POWER POLE		
OVERHEAD LINE		
SIGN		
TREE		
SANITARY SEWER MANHOLE		

ABBREVIATIONS

BFR	BARRIER FREE RAMP
CI	CURB INLET
CONC	CONCRETE
CONST	CONSTRUCTION EASEMENT
DE	DRAINAGE
ESMT	EASEMENT
EX	EXISTING
EXIST	EXISTING
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FT	FEET/FOOT
GI	GRATE INLET
LF	LINEAL FEET
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
R	RADIUS
SF	SQUARE FEET
SSMH	SANITARY SEWER MANHOLE
TYP	TYPICAL
WM	WATER METER
WV	WATER VALVE

**OWNER**

**ON DECK RESTAURANT GROUP, L.P.**  
2300 AIRPORT FREEWAY  
BEDFORD, TEXAS 76022  
CONTACT NAME: BRUCE HVIDSTEN  
PHONE: (972) 352-0066  
email: bruce@ondeckconcepts.com

**SITE PLAN**

**BOOMERJACK'S**

**NEQ US HIGHWAY 287 & E. BROAD STREET**

**CITY OF MANSFIELD, TEXAS**

**PRELIMINARY FOR REVIEW ONLY**  
THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF SHAWN ROCKENBAUGH, P.E.

P.E. NO.: 85566  
DATE: 06/20/22

**DESIGN**

**DEC**  
DESIGN ENGINEERING CONSULTANTS  
5300 TOWN & COUNTRY BOULEVARD, SUITE 150  
FRISCO, TEXAS 75034  
469-850-0060  
TBPE FIRM NO. F-20255

ISSUE DATE  
**06/20/22**

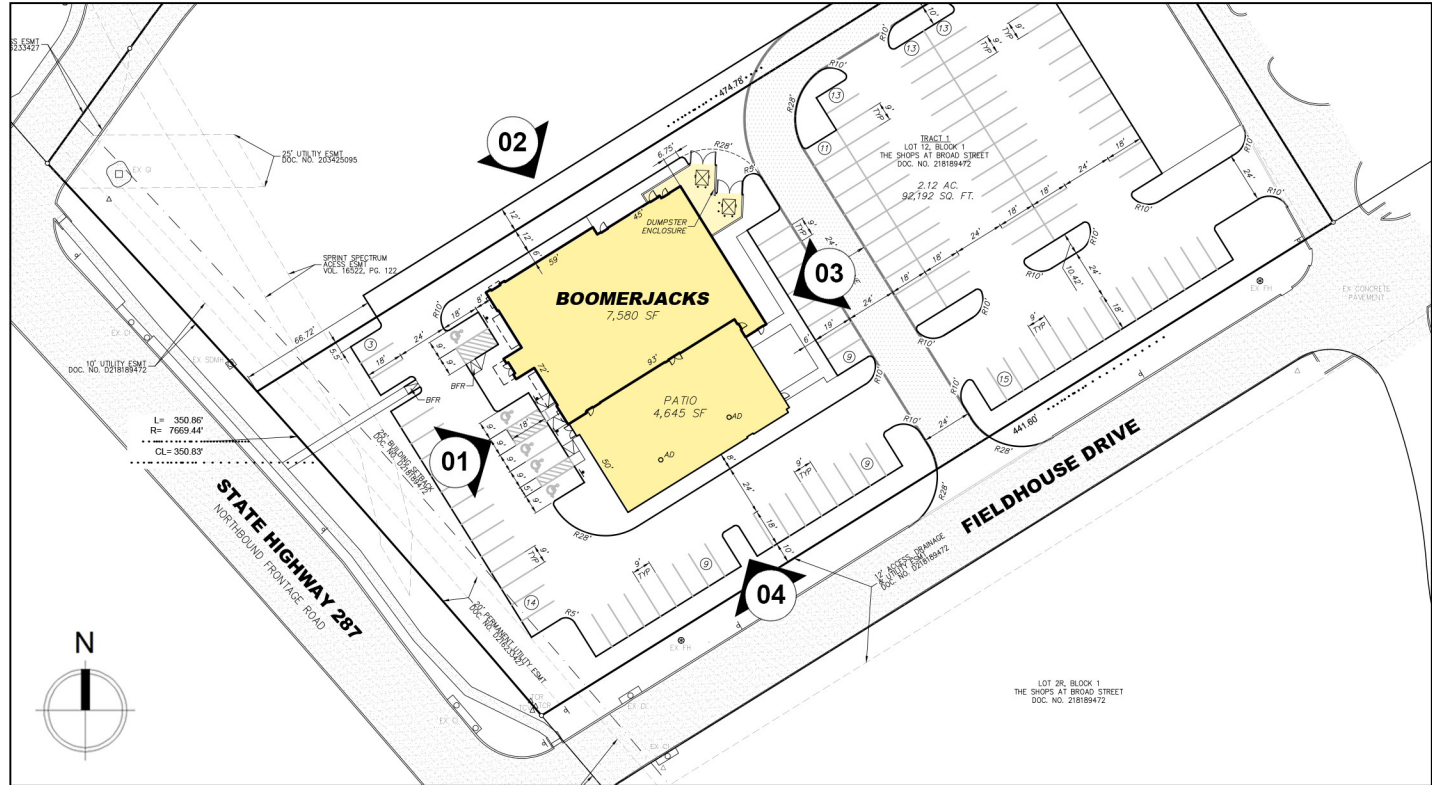
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**10098**

CITY FILE NO.  
**-**

SHEET NO.  
**C1.1**



EXHIBIT C



SITE PLAN

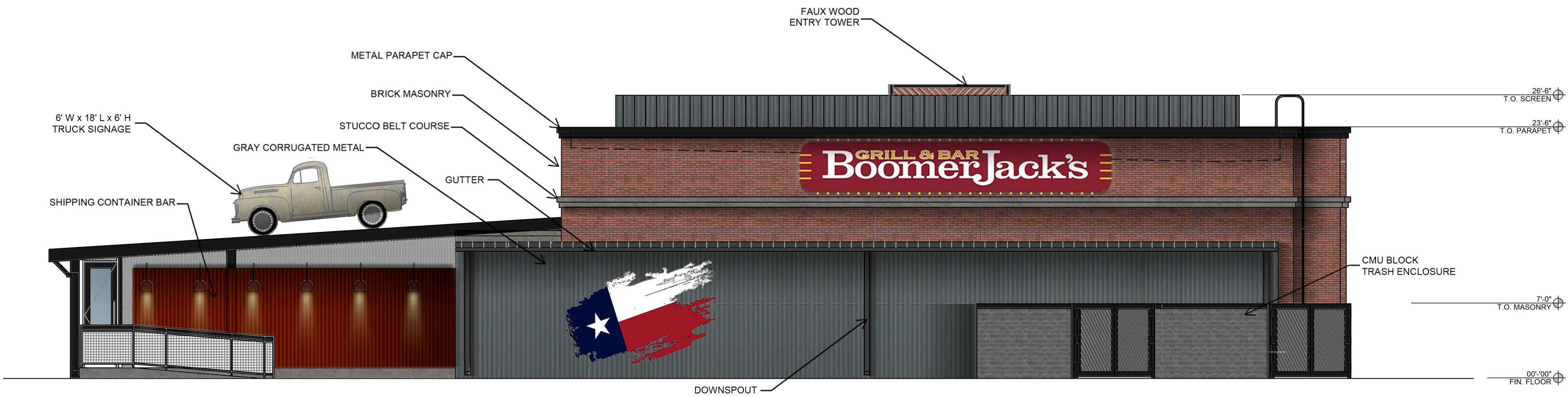
MATERIAL CALCULATIONS		FACADE PERCENTAGE				
		TOTAL	SOUTHWEST	NORTHWEST	NORTHEAST	SOUTHEAST
MATERIAL 1	BRICK	4869 SF 57.1%	754 SF 54.5%	1935.25 SF 69.8%	674 SF 32.9%	1505.75 SF 64.9%
MATERIAL 2	GRAY STUCCO	327.25 SF 3.8%	63.5 SF 4.6%	95 SF 3.4%	74 SF 3.6%	94.75 SF 4.1%
MATERIAL 3	CORRUGATED METAL	2269.25 SF 26.6%	342 FS 24.7%	306 SF 11.0%	1164 SF 56.8%	457.25 SF 19.7%
MATERIAL 4	CMU BLOCK	306 SF 3.6%	-	179.5 SF 6.5%	126.5 SF 6.2%	-
MATERIAL 5	FAUX WOOD	755 SF 8.9%	224.75 SF 16.2%	255.75 SF 9.3%	11.5 SF 0.5%	263 11.3%



01 EXTERIOR WEST ELEVATION  
SCALE: 3/16" = 1'-0"



02 EXTERIOR NORTH ELEVATION  
SCALE: 3/16" = 1'-0"



03 EXTERIOR EAST ELEVATION  
SCALE: 3/16" = 1'-0"



04 EXTERIOR SOUTH OVERALL ELEVATION  
SCALE: 3/16" = 1'-0"



ARCHITECT:  
CROSS ARCHITECTS, PLLC  
879 JUNCTION DRIVE  
ALLEN, TEXAS 75013  
P: 972.398.6644  
WWW.CROSSARCHITECTS.COM

BOOMERJACKS  
MANSFIELD, TEXAS

DATE:  
07.07.2022

PROJECT NUMBER:  
22066

CASE NO:  
DS#22-009

REVISIONS

NO.	DATE

ISSUED FOR:  
SUBMITTAL  
SHEET NUMBER

EXHIBIT C  
FACADE PLAN



EXHIBIT C

GENERAL FLOOR NOTES

1. REFERENCE GENERAL NOTES ON SHEET A5.2.
2. REFERENCE A4.0 SERIES SHEETS FOR INTERIOR ELEVATIONS HEIGHTS, AND WALL FINISHES.
3. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE, UNLESS NOTED OTHERWISE.
4. GC TO VERIFY FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO START OF WORK, INCLUDING ALL EXISTING DIMENSIONS, COLI GRID LINES, ETC.
5. REFERENCE SHEET A1.2 FOR NEW FURNITURE INFORMATION, SCHEDULES, AND ELEVATIONS OF KITCHEN EQUIPMENT.
6. REFERENCE KITCHEN DRAWINGS FOR EQUIPMENT DESIGNATIONS, SCHEDULES, AND ELEVATIONS OF KITCHEN EQUIPMENT.
7. GC TO USE PRESSURE TREATED WOOD AT ALL LOCATIONS WHERE WOOD IS IN CONTACT WITH CONCRETE OR MASONRY.
8. GC TO PROVIDE NON-COMBUSTIBLE IN-WALL BLOCKING AS NEEDED FOR ALL NEW EQUIPMENT.
9. REFERENCE MEP PLANS FOR MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN AND DOCUMENTATION.
10. PATCH AND REPAIR ALL EXISTING SURFACES AS NECESSARY PRIOR TO APPLYING NEW FINISHES.
11. VERIFY THAT FIRE SEPARATION WALLS EXTEND TO STRUCTURE ABOVE AND ALL PENETRATIONS ARE SEALED TIGHT AS REQUIRED BY LOCAL JURISDICTION.
12. ALL GYPSUM BOARD TO BE 5/8" TYPE "X" UNLESS NOTED OTHERWISE.
13. ALL FRAMING NOT BRACED TO DEMISING WALLS SHALL BE SECURED OR DIAGONALLY BRACED AT 4'-0" O.C.
14. PROVIDE DRYWALL TRIM AT ALL EXPOSED EDGES AND CORNERS.
15. PROVIDE CAULK JOINTS WHERE GYPSUM BOARD MEETS THE FLOOR OR ROOF DECK, PACK FLUTES AT DECK AS REQUIRED.
16. MINIMUM DISTANCE FROM ANY CORNER OR WALL TO FRAMING STUD AT DOOR JAMB OPENING SHALL BE 4" U.N.O.
17. CEILING AND FLOOR METAL FRAMING TRACKS TO BE ATTACHED TO STRUCTURE USING RAMSET METAL FASTENERS @ 24" O.C.
18. METAL STUDS TO BE @ 16" O.C.
19. ALL MATERIALS TO MEET FLAME SPREAD RATING AND SMOKE DEVELOPMENT REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION.
20. ALL WORK SHALL BE SCHEDULED THROUGH THE OWNER'S/BUILDING'S REPRESENTATIVE TO NOT INTERFERE WITH BUILDING OPERATIONS.
21. GC AND SUBCONTRACTORS ARE NOT PERMITTED TO CUT ANY MECHANICAL, ELECTRICAL, PLUMBING, OR STRUCTURAL OPENINGS WITHOUT PRIOR APPROVAL BY THE OWNER IN WRITING.



ARCHITECT:  
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BOOMERJACKS  
MANSFIELD, TEXAS

DATE:  
7/21/2022

PROJECT NUMBER:  
22066

CASE NO:  
DS#22-009

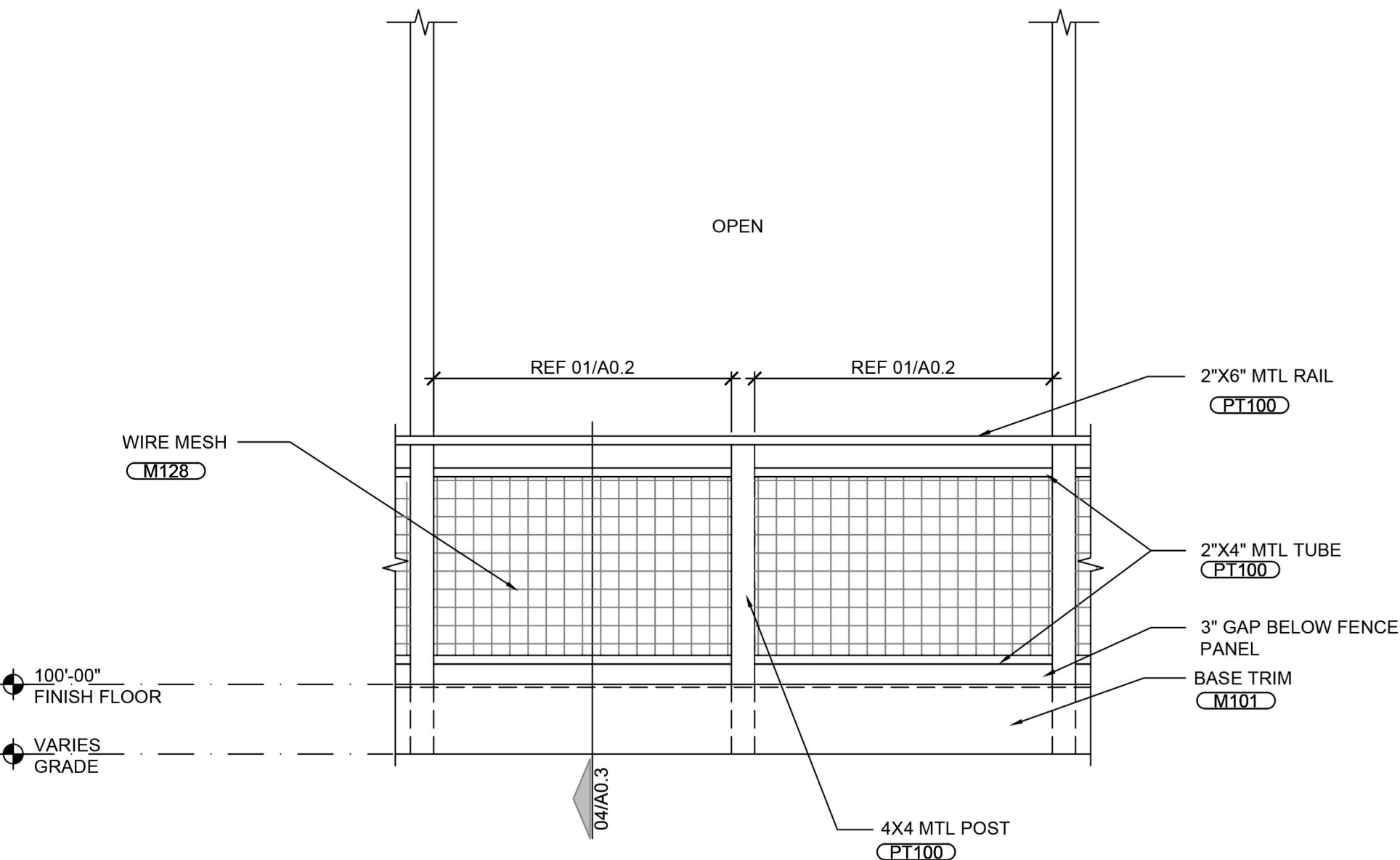
REVISIONS

NO.	DATE

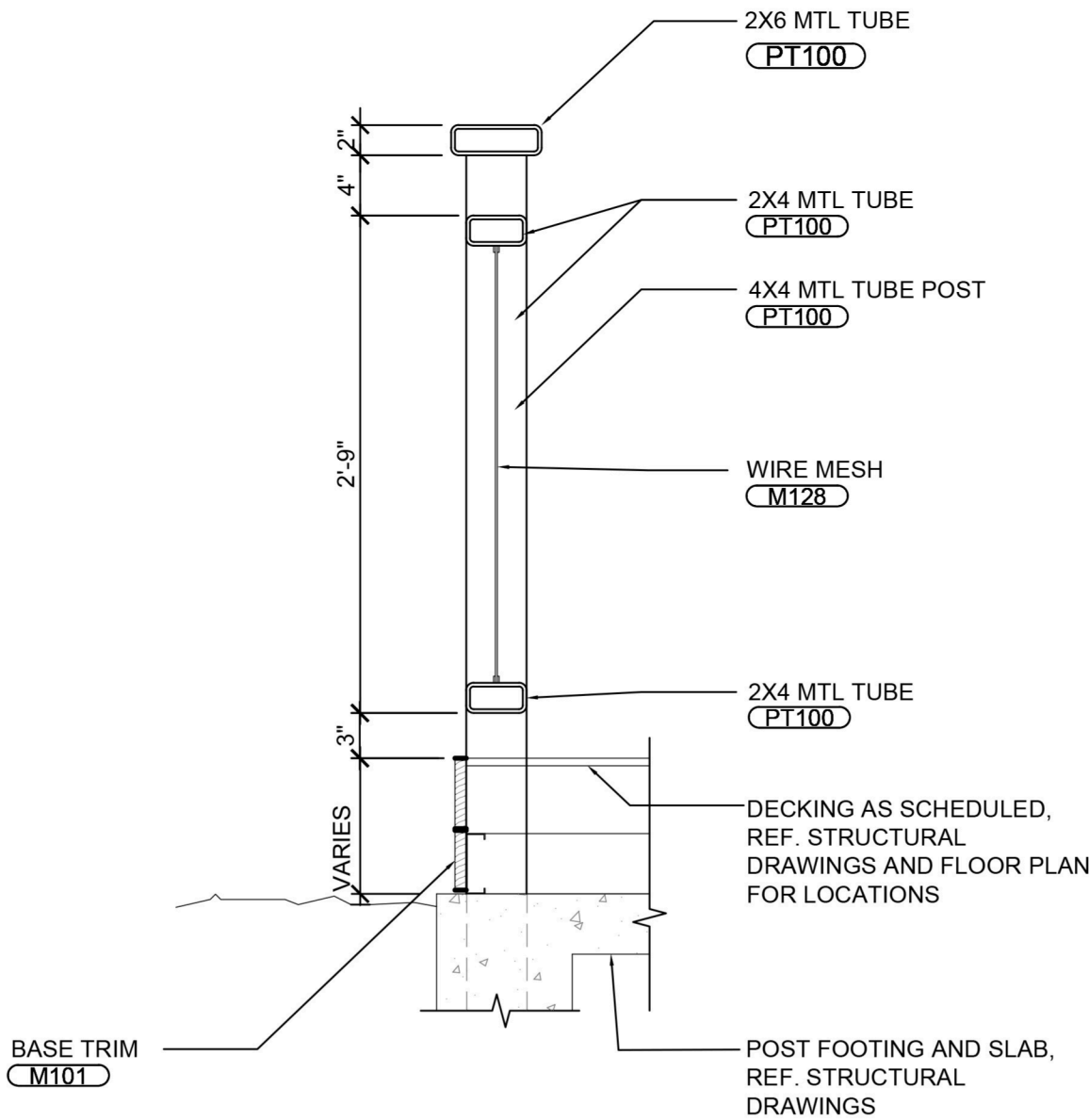
ISSUED FOR:  
SUBMITTAL  
SHEET NUMBER

EXHIBIT C  
DUMPSTER &  
RAILING DETAILS

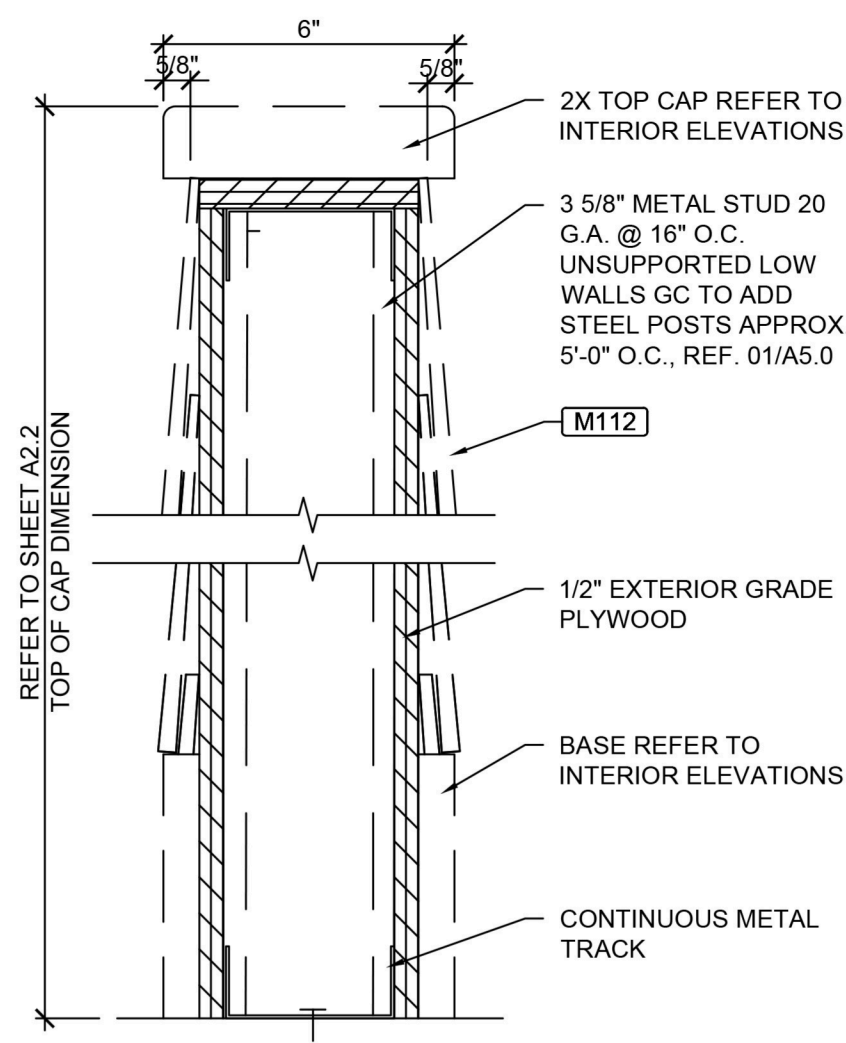
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07 PARTIAL PATIO GUARDRAIL ELEVATION  
SCALE: 1/2" = 1'-0"



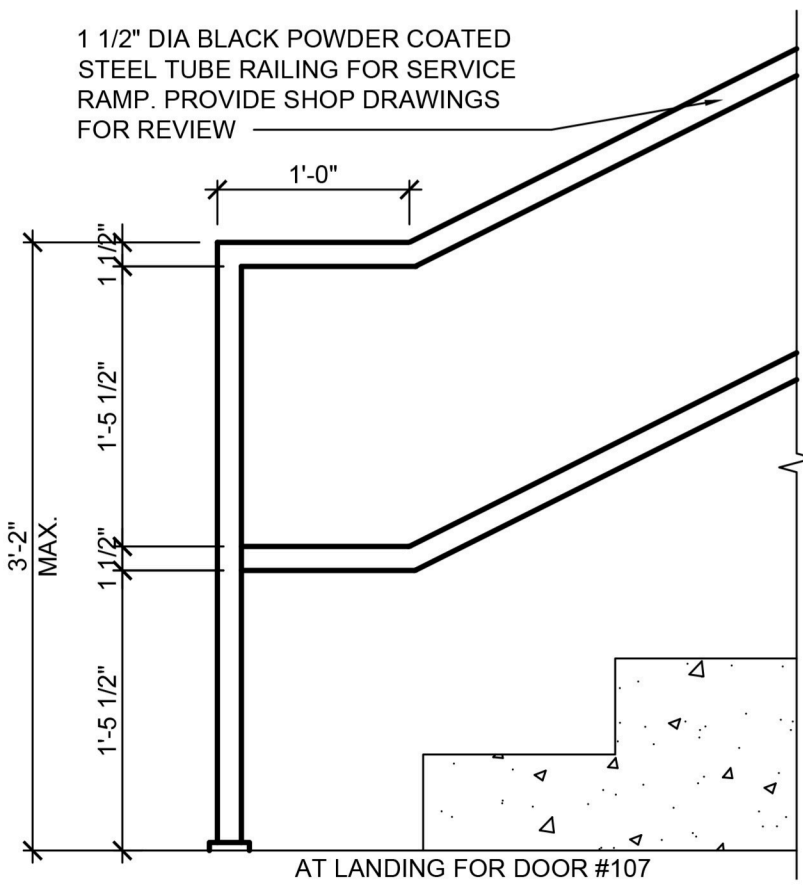
06 PATIO GUARDRAIL SECTION  
SCALE: 1" = 1'-0"



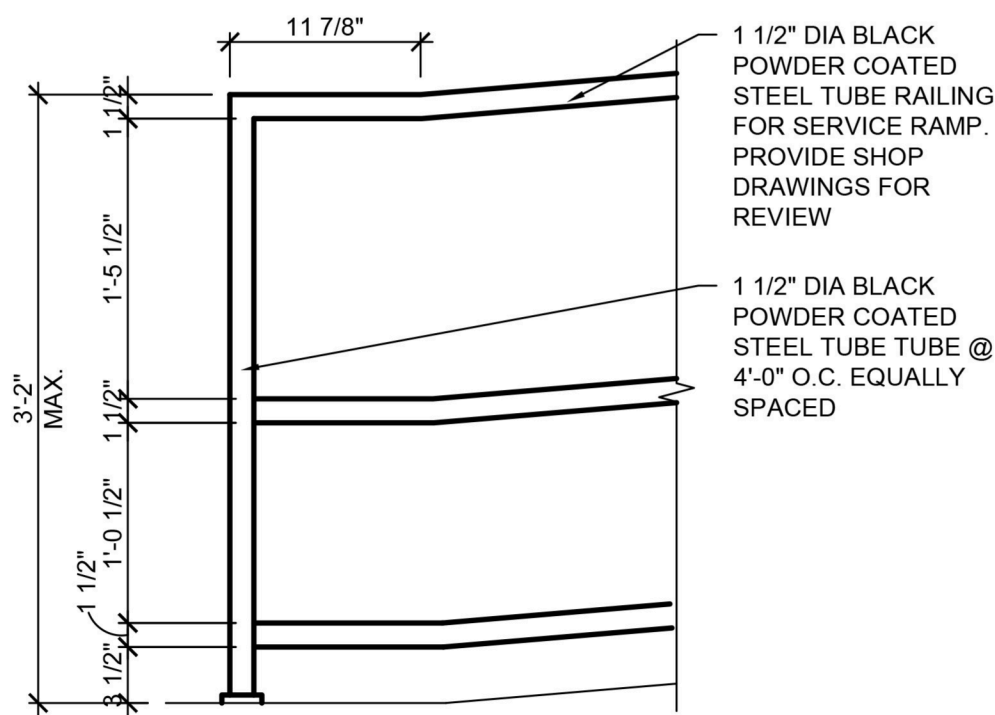
05 EXTERIOR LOW WALL  
SCALE: 3" = 1'-0"

WALL LEGEND

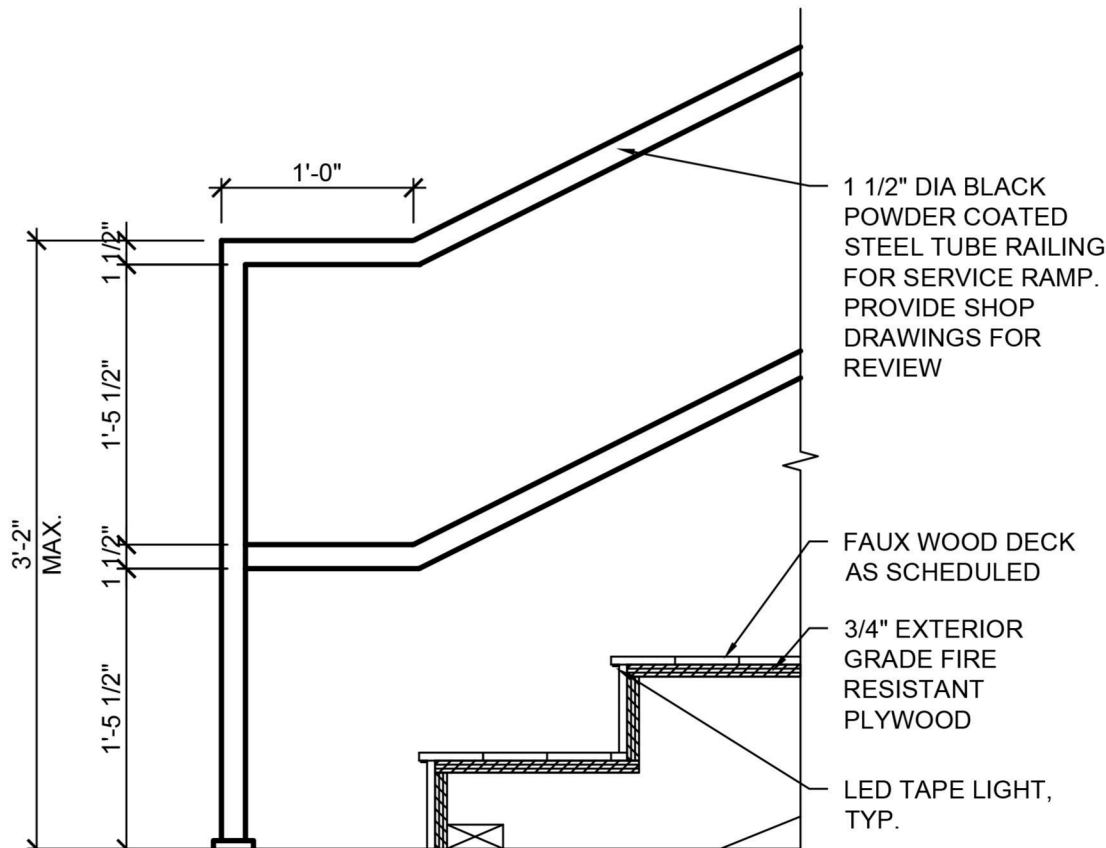
- NEW FULL HEIGHT WALL, REF: WALL TYPE
- NEW LOW WALL, REF: WALL TYPE



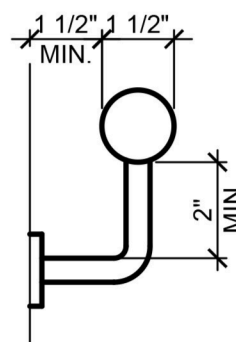
04 HANDRAIL ELEVATION TYP.  
SCALE: 1" = 1'-0"



03 HANDRAIL ELEVATION TYP.  
SCALE: 1" = 1'-0"



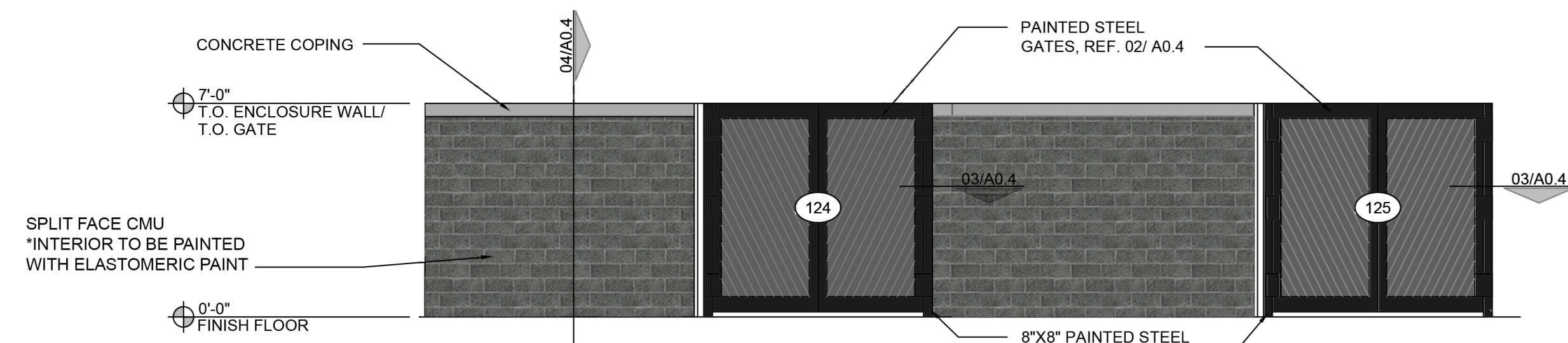
02 HANDRAIL ELEVATION TYP.  
SCALE: 1" = 1'-0"



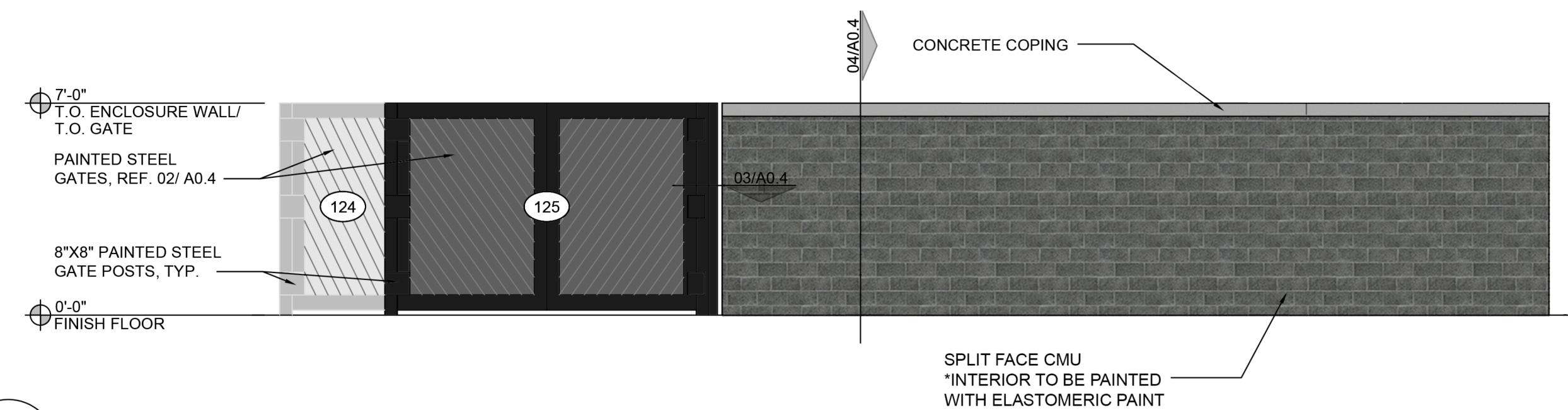
01 WALL MNT. HANDRAIL SECT.  
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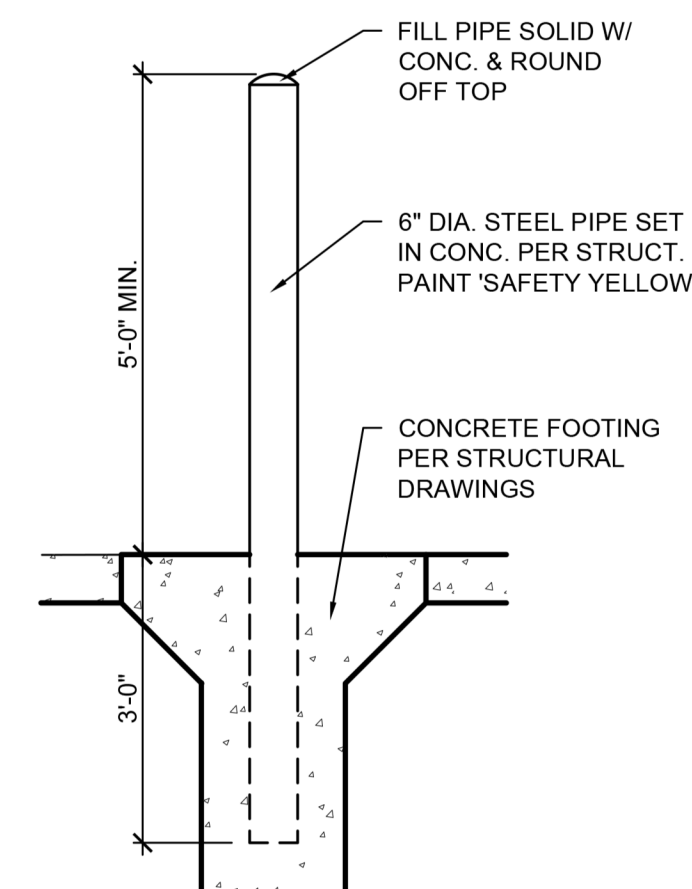
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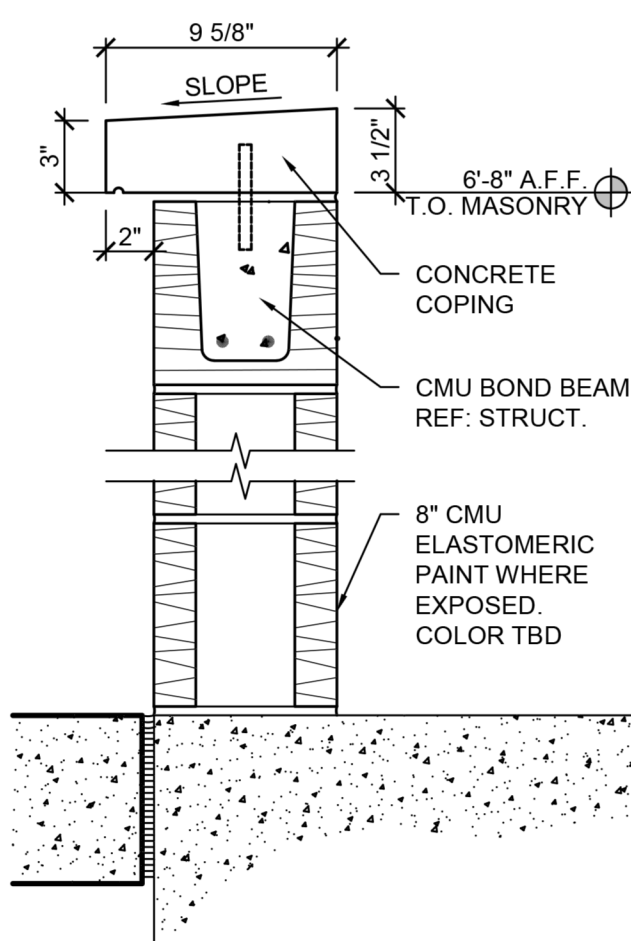
08 **ENLARGED DUMPSTER ELEVATION**  
SCALE: 1/4" = 1'-0"



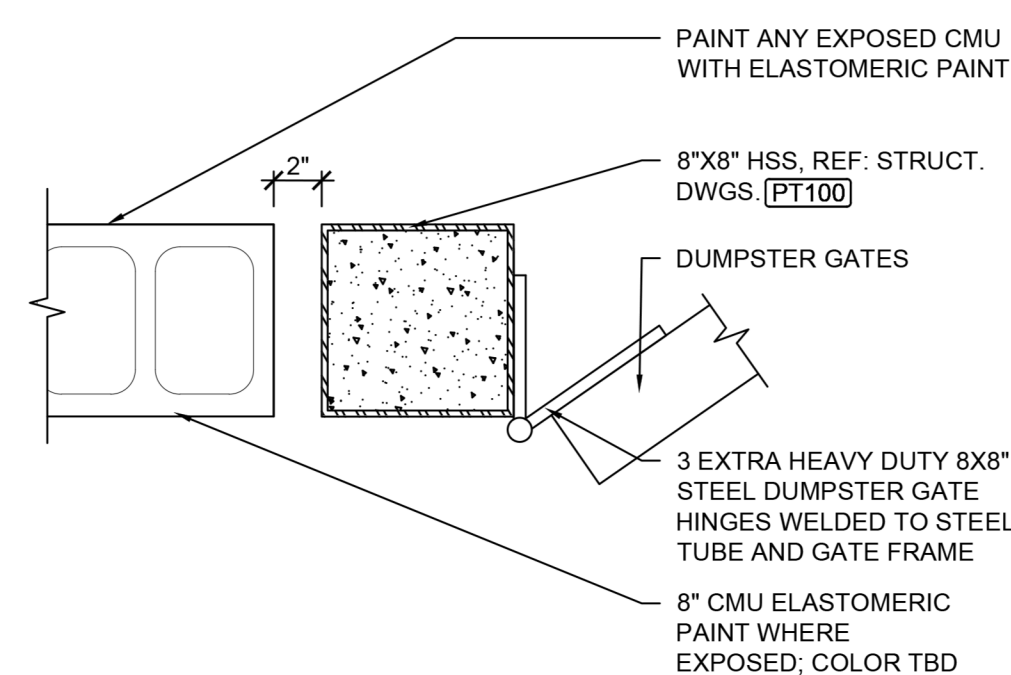
**07 ENLARGED DUMPSTER ELEVATION**  
SCALE: 1/4" = 1'-0"



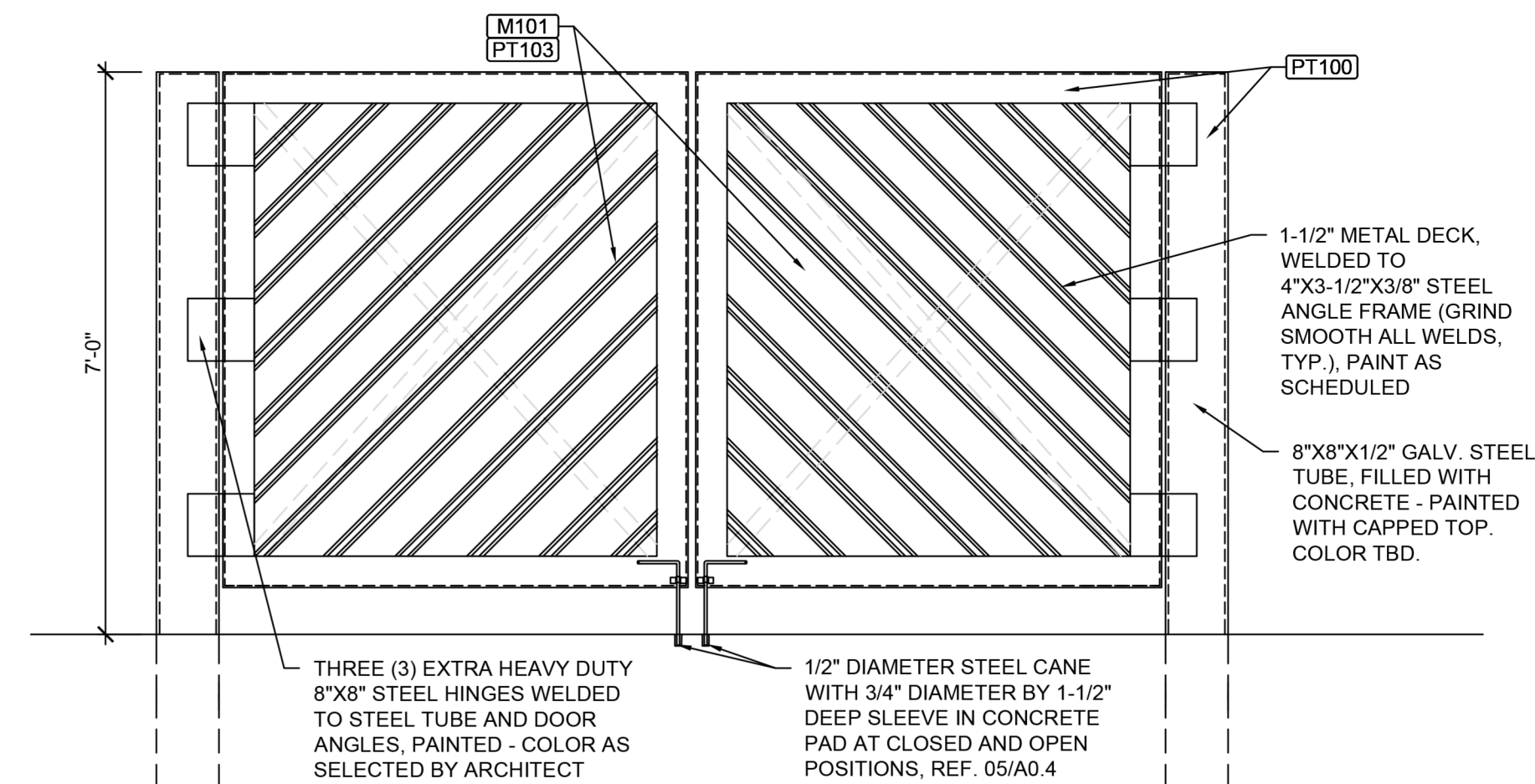
**06 BOLLARD DETAIL TYP.**  
SCALE: 1/2" = 1'-0"



**04 DUMPSTER SECTION TYP.**  
SCALE: 1 1/2" = 1'-0"



**03** **GATE JAMB DETAIL TYP.**  
SCALE: 1 1/2" = 1'-0"




## 02 DUMPSTER GATE ELEVATION

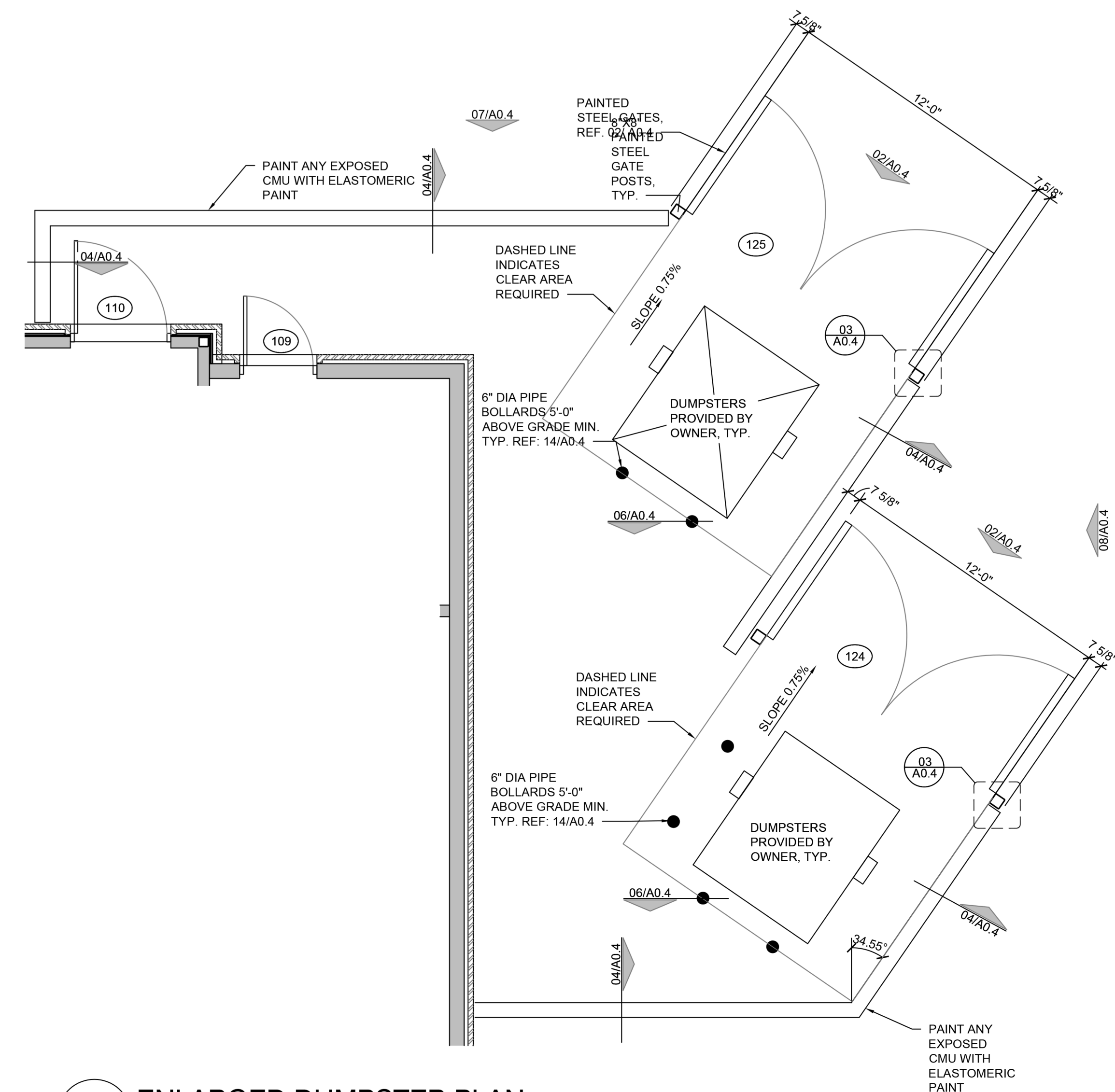
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- GENERAL FLOOR NOTES

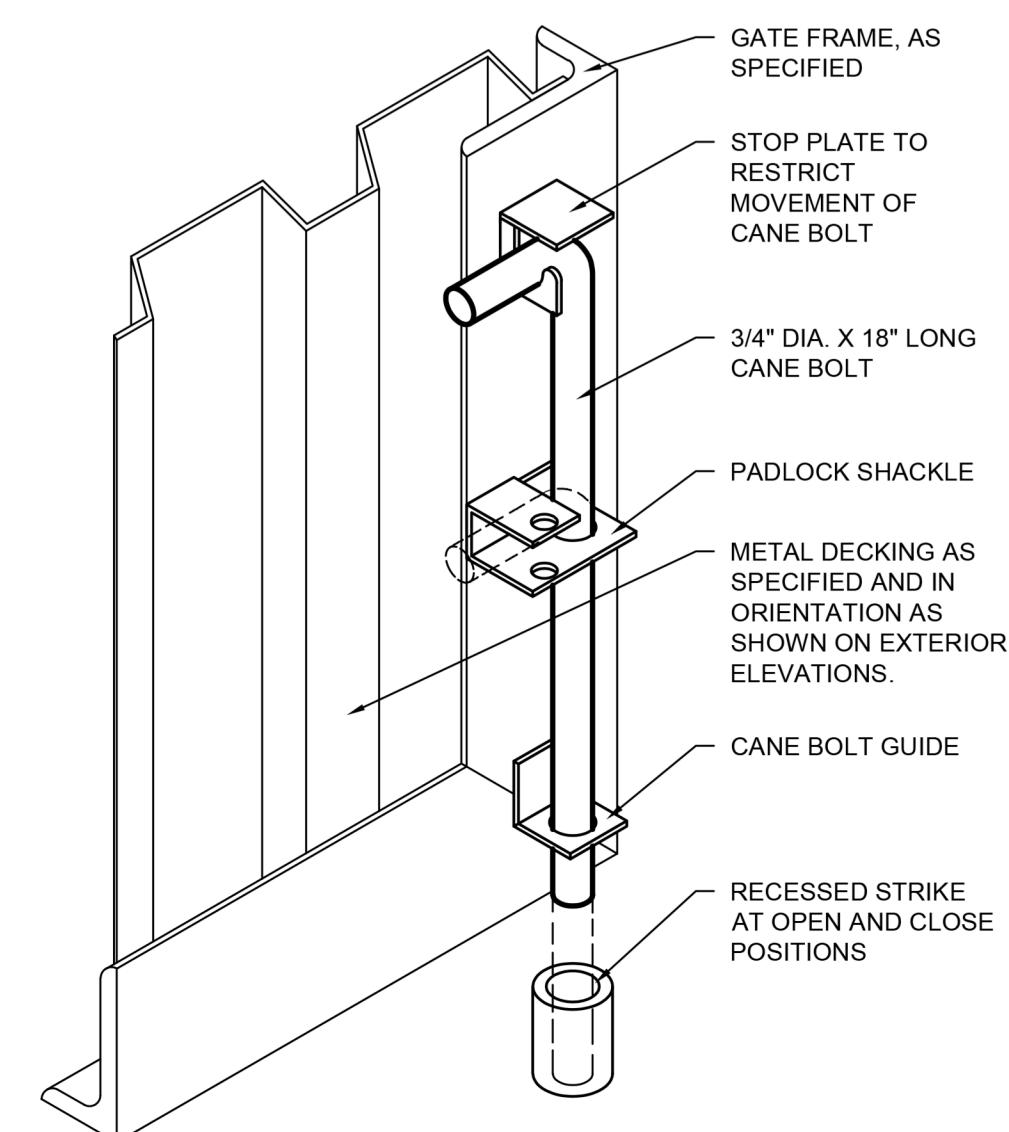
1. REFERENCE GENERAL NOTES ON SHEET A5.2
2. REFERENCE A4.0 SERIES SHEETS FOR INTERIOR ELEVATIONS, HEIGHTS, AND WALL FINISHES.
3. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE, UNLESS NOTED OTHERWISE
4. GC TO VERIFY FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO START OF WORK, INCLUDING ALL EXISTING DIMENSIONS, COLUMN GRID LINES, ETC.
5. REFERENCE SHEET A1.2 FOR NEW FURNITURE INFORMATION.
6. REFERENCE KITCHEN DRAWINGS FOR EQUIPMENT DESIGNATIONS, SCHEDULES, AND ELEVATIONS OF KITCHEN EQUIPMENT.
7. GC TO USE PRESSURE TREATED WOOD AT ALL LOCATIONS WHERE WOOD IS IN CONTACT WITH CONCRETE OR MASONRY.
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12. ALL GYPSUM BOARD TO BE 5/8" TYPE "X" UNLESS NOTED OTHERWISE.
13. ALL FRAMING NOT TRIMMED TO DEMISING WALLS SHALL BE SECURED OR DIAGONALLY BRACED AT 4'-0" O.C.
14. PROVIDE DRYWALL TRIM AT ALL EXPOSED EDGES AND CORNERS.
15. PROVIDE CAULK JOINTS WHERE GYPSUM BOARD MEETS THE FLOOR OR ROOF DECK, PACK FLUTES AT DECK AS REQUIRED.
16. MINIMUM DISTANCE FROM ANY CORNER OR WALL TO FRAMING AT ALL DOOR AND WINDOW OPENINGS SHALL BE 1'-0" O.C.
17. CEILING AND FLOOR METAL FRAMING TRACKS TO BE ATTACHED TO STRUCTURE USING RAMSET METAL FASTENERS @ 24" O.C.
18. METAL STUDS TO BE @ 16" O.C.
19. ALL MATERIALS TO MEET FLAME SPREAD RATING AND SMOKE DEVELOPMENT REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION.
20. ALL WORK SHALL BE SCHEDULED THROUGH THE OWNER'S/BUILDING'S REPRESENTATIVE TO NOT INTERFERE WITH BUILDING OPERATIONS.
21. GC AND SUBCONTRACTORS ARE NOT PERMITTED TO CUT ANY MECHANICAL, ELECTRICAL, OR PLUMBING OR STRUCTURAL OPENINGS WITHOUT PRIOR APPROVAL BY THE OWNER IN WRITING.

### WALL LEGEND

-  NEW FULL HEIGHT WALL, REF: WALL TYPE  
 NEW LOW WALL, REF: WALL TYPE



**01 ENLARGED DUMPSTER PLAN**  
SCALE: 1/4" = 1'-0"



**05** **PAD LOCKABLE CANE BOLT DETAIL**  
SCALE: 3" = 1'-0"



ARCHITECT:  
CROSS ARCHITECTS, PLLC  
879 JUNCTION DRIVE  
ALLEN, TEXAS 75013  
P: 972.398.6644  
WWW.CROSSARCHITECTS.COM

**BOOMERJACKS  
MANSFIELD, TEXAS**

DATE: 07.21.2022

PROJECT NUMBER:  
22066

CASE NO:

**DS#22-009**

## REVISIONS

[illegible]

ISSUED FOR:

**SUBMITTAL**

SHEET NUMBER

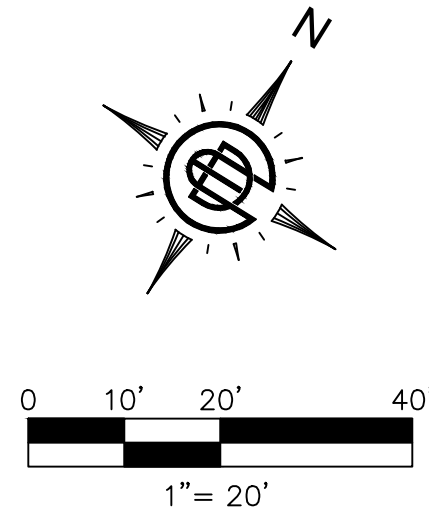
**EXHIBIT C**  
**DUMPSTER &**  
**RAILING DETAILS**

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EXHIBIT D

SITE DATA	
LOT AREA:	2.12 ACRES
ZONING:	PD
CURRENT USE:	UNDEVELOPED
PROPOSED USE:	RESTAURANT
BUILDING AREA:	
BUILDING:	7,580 SQ. FT.
PATIO:	4,645 SQ. FT.
FLOOR/AREA RATIO:	0.13
PARKING REQUIRED:	123 SPACES (1/100)
PARKING PROVIDED:	127 SPACES (1/96)



SITE REQUIREMENTS

REQUIRED SITE (Freeway Overlay District):

SH 287 = 20' LANDSCAPE SETBACK = 201 LF  
1 TREE REQUIRED FOR EACH 40 LF OF SETBACK = 5 TREES

SOUTH ACCESS DRIVE = 396 LF  
1 TREE REQUIRED FOR EACH 40LF OF SETBACK = 10 TREES

PROVIDED SITE:

SH 287 = 20' LANDSCAPE SETBACK WITH 5 TREES

SOUTH ACCESS DRIVE = 10 TREES

INTERIOR PARKING LOT LANDSCAPE

REQUIRED PARKING SPACES = 123 PARKING SPACES

PROVIDED PARKING SPACES = 130 PARKING SPACES

1 TREE TO BE PROVIDED FOR EVERY 10 PARKING SPACES = 13 TREES

TREE ISLANDS PROVIDED = 7 ISLANDS

NO EXISTING TREES ON SITE

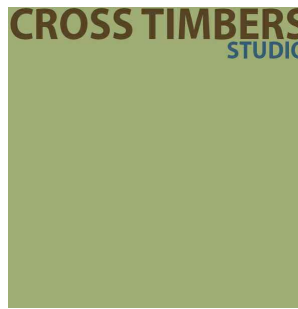
NO SITE CREDITS USED IN CALCULATIONS

GENERAL NOTES

- REFERENCE SHEET L2 FOR PLANTING DETAILS.
- AN AUTOMATIC, PERMANENT IRRIGATION WILL BE PROVIDED TO THE PROPOSED LANDSCAPE IMPROVEMENTS. AN EXISTING SYSTEM MAY IN PLACE ON ADJACENT PROPERTIES THAT WILL REQUIRE TO BE RETROFITTED TO THE PROPOSED IMPROVEMENTS.
- REFERENCE CIVIL PLANS FOR EXTENTS OF DEMOLITION OF EXISTING LANDSCAPE AND EXISTING IRRIGATION FOR WHERE SYSTEM SHALL BE CUT AND CAPPED BACK FOR RETROFIT UPON COMPLETION CONSTRUCTION
- COORDINATION WITH ADJACENT SITE CONTRACTORS WILL BE NECESSARY DURING INSTALLATION OF LANDSCAPE AND IRRIGATION ON SITE.
- CONTRACTOR SHALL USE CAUTION DURING INSTALLATION OF LANDSCAPE AND IRRIGATION WHERE UTILITIES EXIST.
- QUANTITIES MAY VARY BASED ON FIELD CONDITIONS. CONTRACTOR SHALL VERIFY QUANTITIES.
- CONTRACTOR SHALL PROVIDE A SUBMITTAL TO THE LANDSCAPE ARCHITECT THAT INCLUDES ALL PLANT AND LANDSCAPE MATERIAL FOR APPROVAL PRIOR TO INSTALLATION.
- ALL PLANTINGS SHALL BE MAINTAINED IN A HEALTHY STATE BY LANDSCAPE CONTRACTOR AND WARRANTED (FOR REPLACEMENT) FOR ONE (1) CALENDAR YEAR AFTER ACCEPTANCE OF THE LANDSCAPE INSTALLATION.

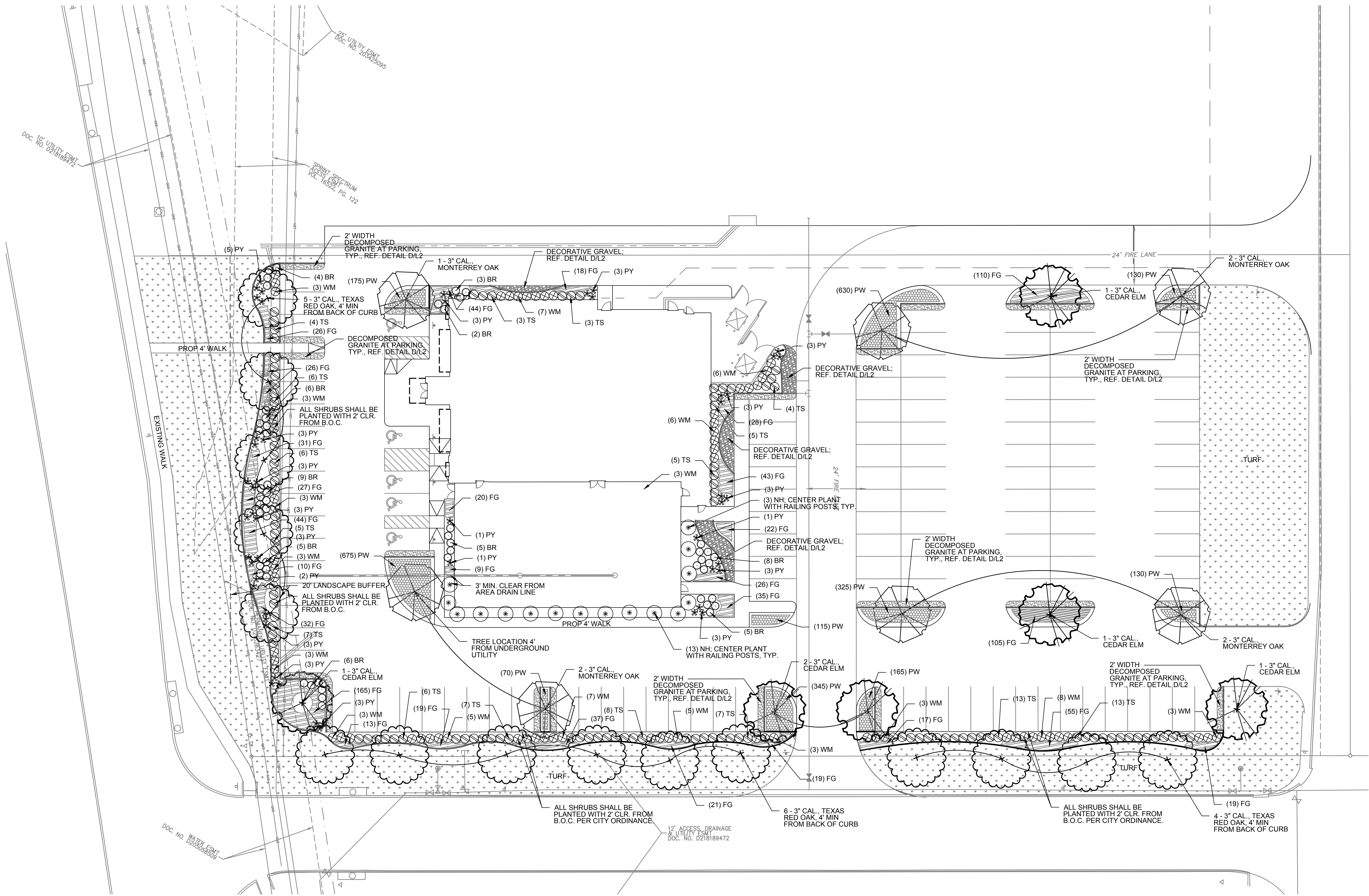
LANDSCAPE MAINTENANCE NOTE

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 ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE 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.




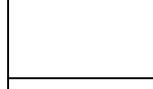
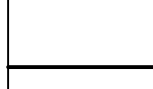
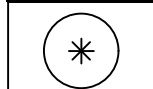
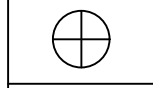
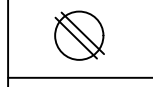


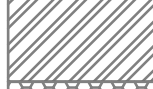


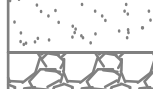

CROSS TIMBERS STUDIO  
CLIFTON HALL, ASLA  
FORT WORTH, TX 76133  
PH: 972-896-1900  
TBAE REG. NUMBER: BR 3558

#	MM/DD/YY	TEXT
REV	DATE	REMARKS
<b>LANDSCAPE PLAN</b>		
BOOMERJACKS - MANSFIELD		
NEQ US HIGHWAY 287 & E. BROAD STREET		
CITY OF MANSFIELD, TEXAS		
PRELIMINARY FOR REVIEW ONLY These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of: Clifton D. Hall L.A.#2806		DESIGN
ISSUE DATE	DEC FILE NO.	
07/22/22	10098	
CITY FILE NO.	SHEET NO.	
-	L1	

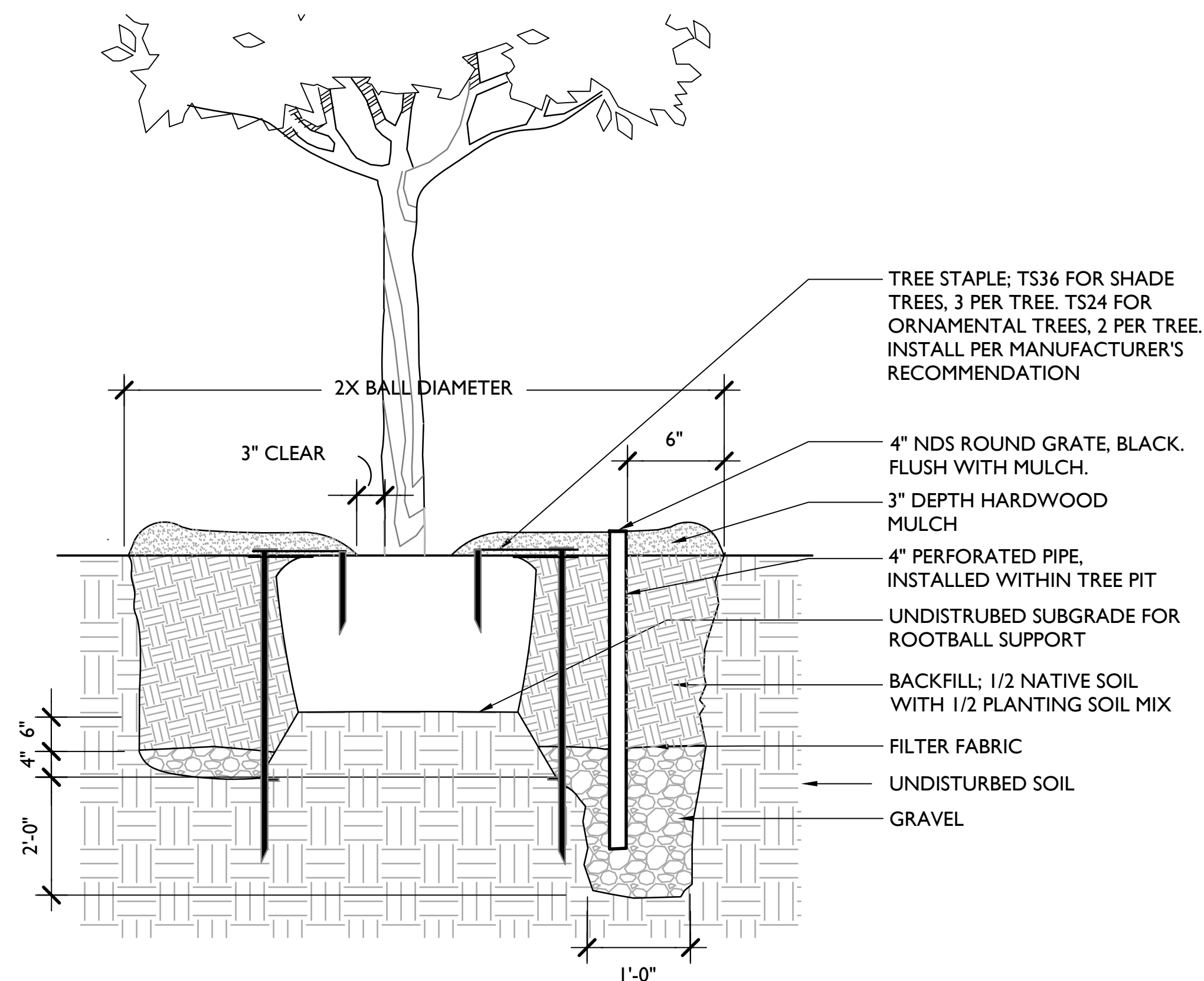




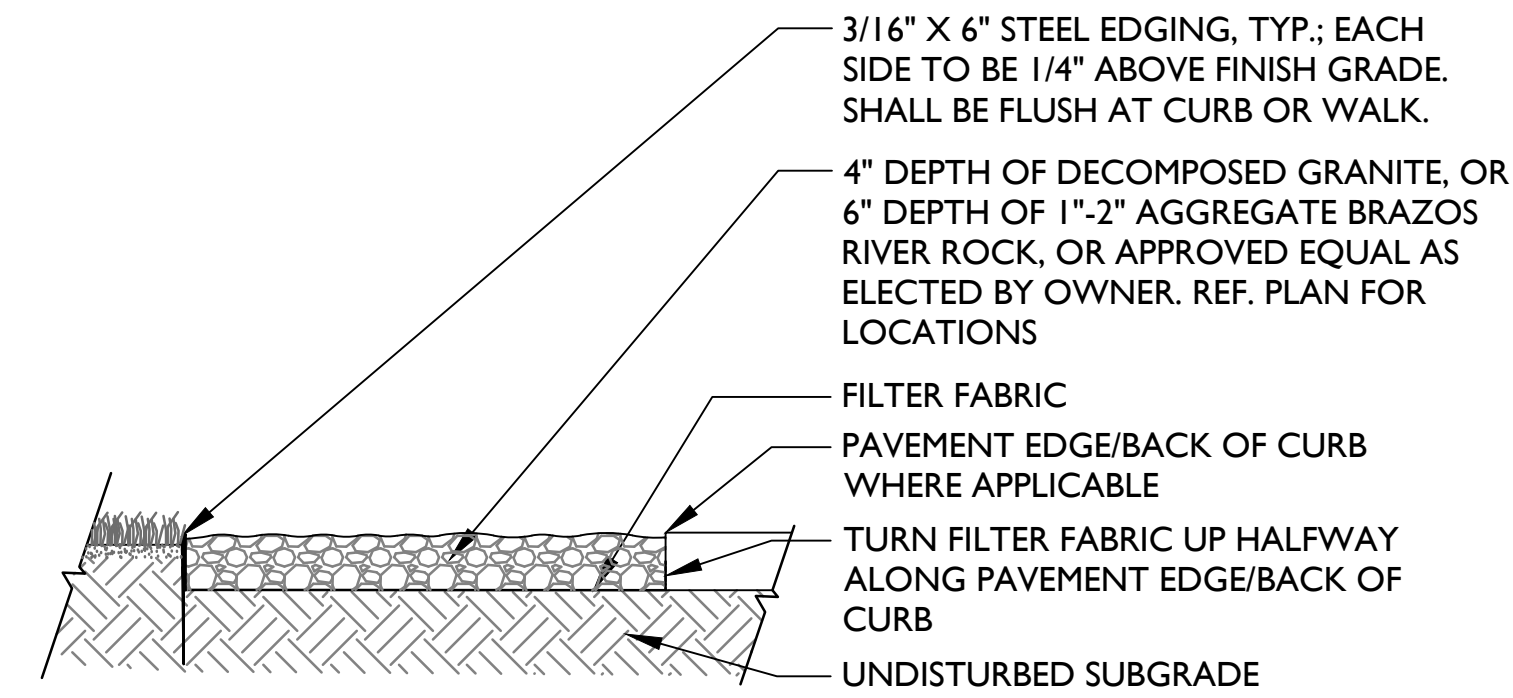
## LANDSCAPE SCHEDULE

SYM.	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE / COMMENTS
SHADE AND ORNAMENTAL TREE				
	6 EA	CEDAR ELM	<i>Ulmus crassifolia</i>	100 gal.; 8'-10' ht. x 6' sp., 3" caliper min.
	15 EA	TEXAS RED OAK	<i>Quercus buckleyi</i>	100 gal.; 8'-10' ht. x 6' sp., 3" caliper min.
	7 EA	MONTERREY OAK	<i>Quercus polymorpha</i>	100 gal.; 8'-10' ht. x 6' sp., 3" caliper min.
SHRUBS/ORNAMENTAL PLANTS				
	16 EA	NELLIE R. STEVENS HOLLY (NH)	<i>Ilex x 'Nellie R. Stevens'</i>	15 gal., 4' ht. min. x 2' - 3' base sp., full to ground
	71 EA	DWARF WAX MYRTLE (WM)	<i>Myrica cerifera 'pusilla'</i>	7 gal., 12"-15" ht. x 8"-10" sp., full
	102 EA	TEXAS SAGE "THUNDER CLOUD" (TS)	<i>Leucophyllum candidum 'Thunder Cloud'</i>	5 gal., 12"-15" ht. x 8"-10" sp., full
	53 EA	BARBERRY (BR)	<i>Berberis thunbergii 'Crimson Pygmy'</i>	5 gal., 10"-12" ht. x 10"-12" sp.,
	52 EA	PALE LEAF YUCCA (PY)	<i>Yucca pallida</i>	3 or 5 gal., 8"-10" ht. x 6"-8" sp.,
ORNAMENTAL GRASS AND GROUNDCOVER				
	628 EA	MEXICAN FEATHERGRASS (FG)	<i>Nassella tenuissima</i>	1 gal., heavily rooted, full, 15" o.c. spacing
	2,760 EA	PURPLE WINTERCREEPER (PW)	<i>Euonymus fortunei 'coloratus'</i>	4" pots, 1"-2" ht. x 6"-8" sp, 8" o.c. spacing
TURF AND AGGREGATE				
	+/-20,969 SF	BERMUDAGRASS	<i>Cynodon dactylon</i>	sod, full
	+/- 1,050 SF	DECOMPOSED GRANITE		4" depth, installed in 2-2" lifts, or other Owner selection
	+/- 422 SF	DECORATIVE GRAVEL		6" depth, 1"-2" aggregate Brazos River Rock or other Owner selection

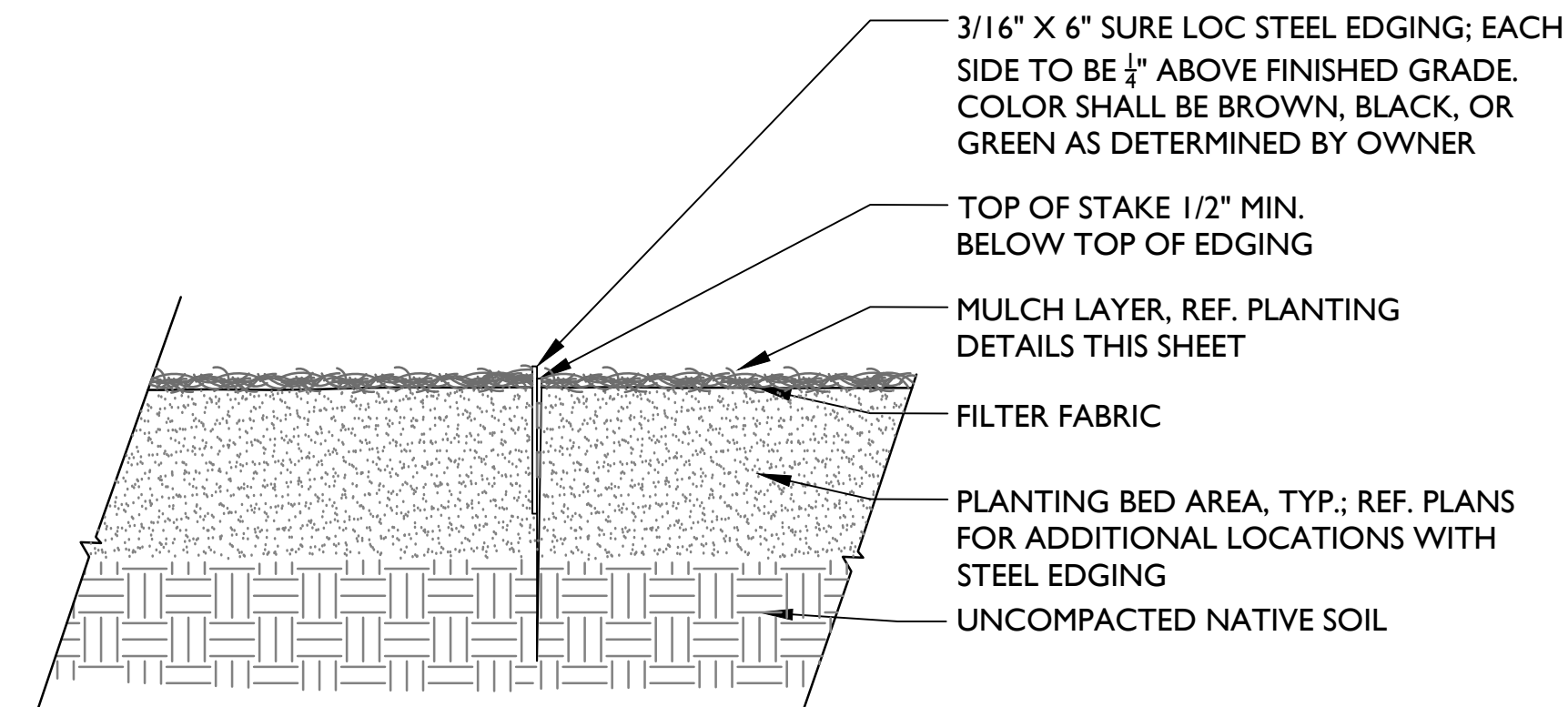
\*ALL QUANTITIES ARE ESTIMATED AND SHOULD BE VERIFIED BY CONTRACTOR. QUANTITIES ARE BASED ON DESIGNED PLAN. FIELD ADJUSTMENTS MAY CAUSE FINAL QUANTITIES TO VARY FROM PLAN.



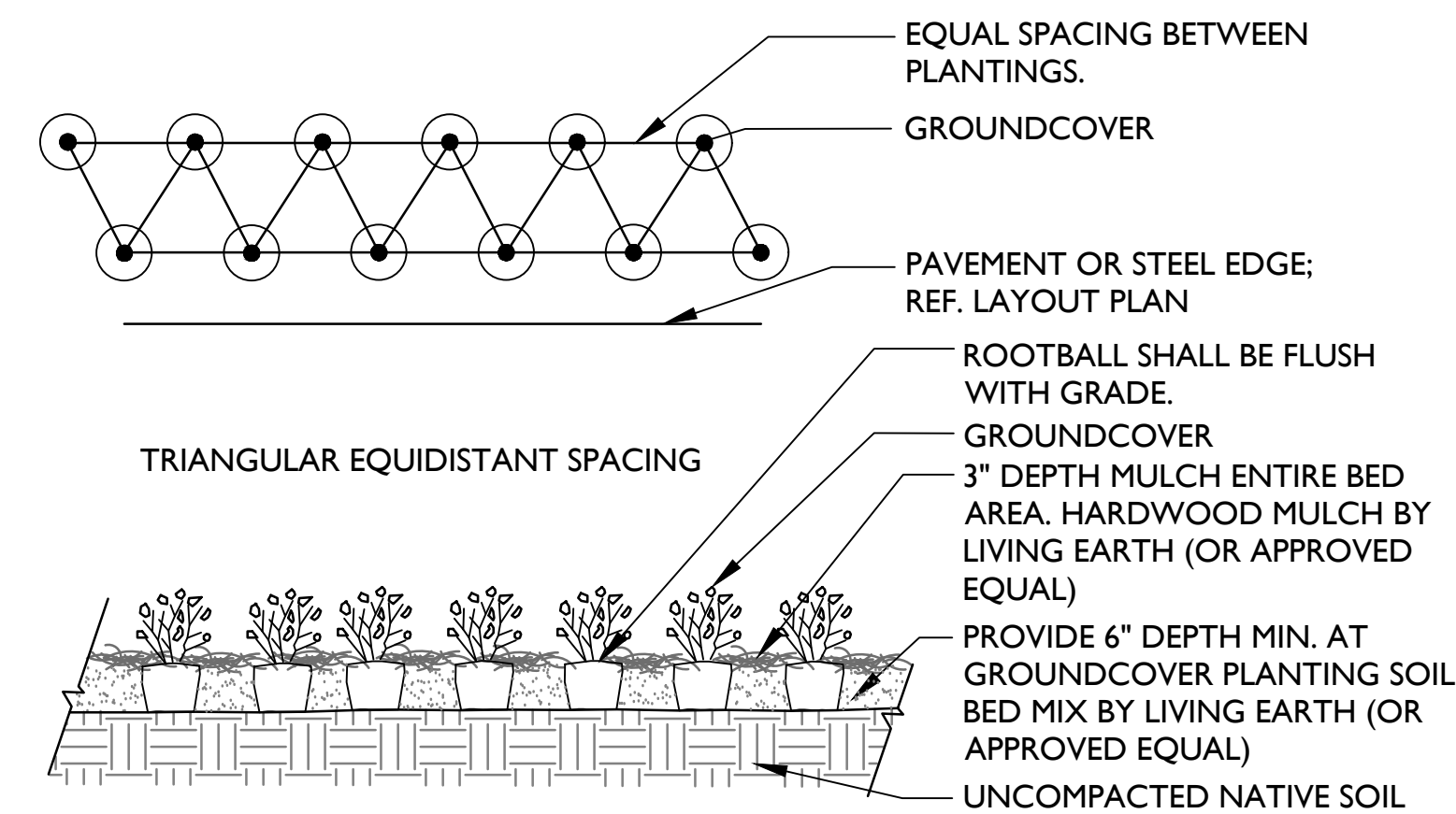
**E** ORNAMENTAL AND SHADE TREE STAKING  
SECTION NOT TO SCALE



**D** DECORATIVE GRAVEL OR DECOMPOSED GRANITE  
SECTION NOT TO SCALE

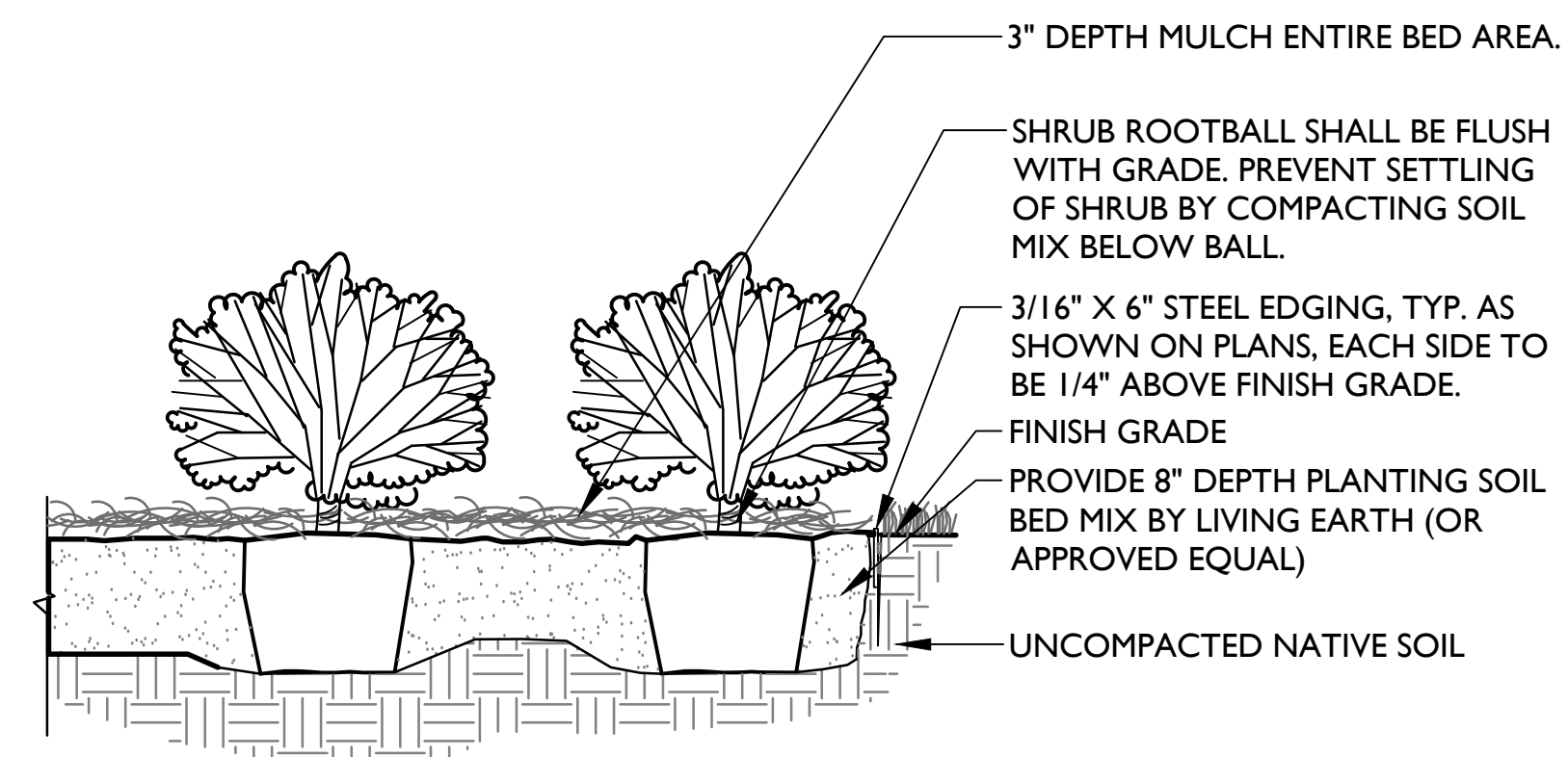


**C STEEL EDGING**  
SECTION NOT TO SCALE



**B** GROUNDCOVER PLANTING

SECTION NOT TO SCALE



**A SHRUB PLANTING AT STEEL EDGING**  
SECTION NOT TO SCALE

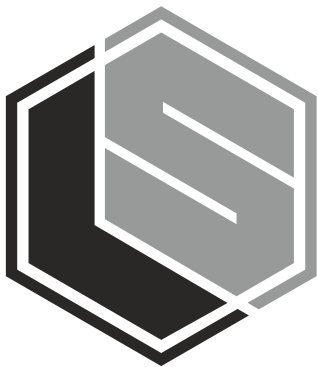
**CROSS TIMBERS**  
STUDIO

CROSS TIMBERS STUDIO  
CLIFTON HALL, ASLA  
FORT WORTH, TX 76133  
PH: 972-896-1900  
TBAE REG. NUMBER: BR 3558

#	MM/DD/YY	TEXT				
REV	DATE	REMARKS				
<div>LANDSCAPE SCHEDULE AND DETAILS</div>						
<div>BOOMERJACKS - MANSFIELD</div>						
<div>NEQ US HIGHWAY 287 &amp; E. BROAD STREET</div>						
<div>CITY OF MANSFIELD, TEXAS</div>						
<div>PRELIMINARY FOR REVIEW ONLY  These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:  Clifton D. Hall L.A.#2806</div>	<div>DESIGN</div> <table><tr><td>ISSUE DATE 07/22/22</td><td>DEC FILE NO. 10098</td></tr><tr><td>CITY FILE NO. -</td><td>SHEET NO. L2</td></tr></table>		ISSUE DATE 07/22/22	DEC FILE NO. 10098	CITY FILE NO. -	SHEET NO. L2
ISSUE DATE 07/22/22	DEC FILE NO. 10098					
CITY FILE NO. -	SHEET NO. L2					

CONFIRM ALL INFORMATION WITH SITE SURVEY PRIOR TO PRODUCTION

EXHIBIT E  
DS#22-009



LEGACY SIGNS  
OF TEXAS



CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

7923 E. McKinney St., Denton, TX 76208  
O 817.431.5700 F 817.431.5799

UL E226292 TDLR - 18933



7923 E. McKinney St., Denton, TX 76208  
O 817.431.5700 F 817.431.5799  
UL E226292 BBB TDLR 18933

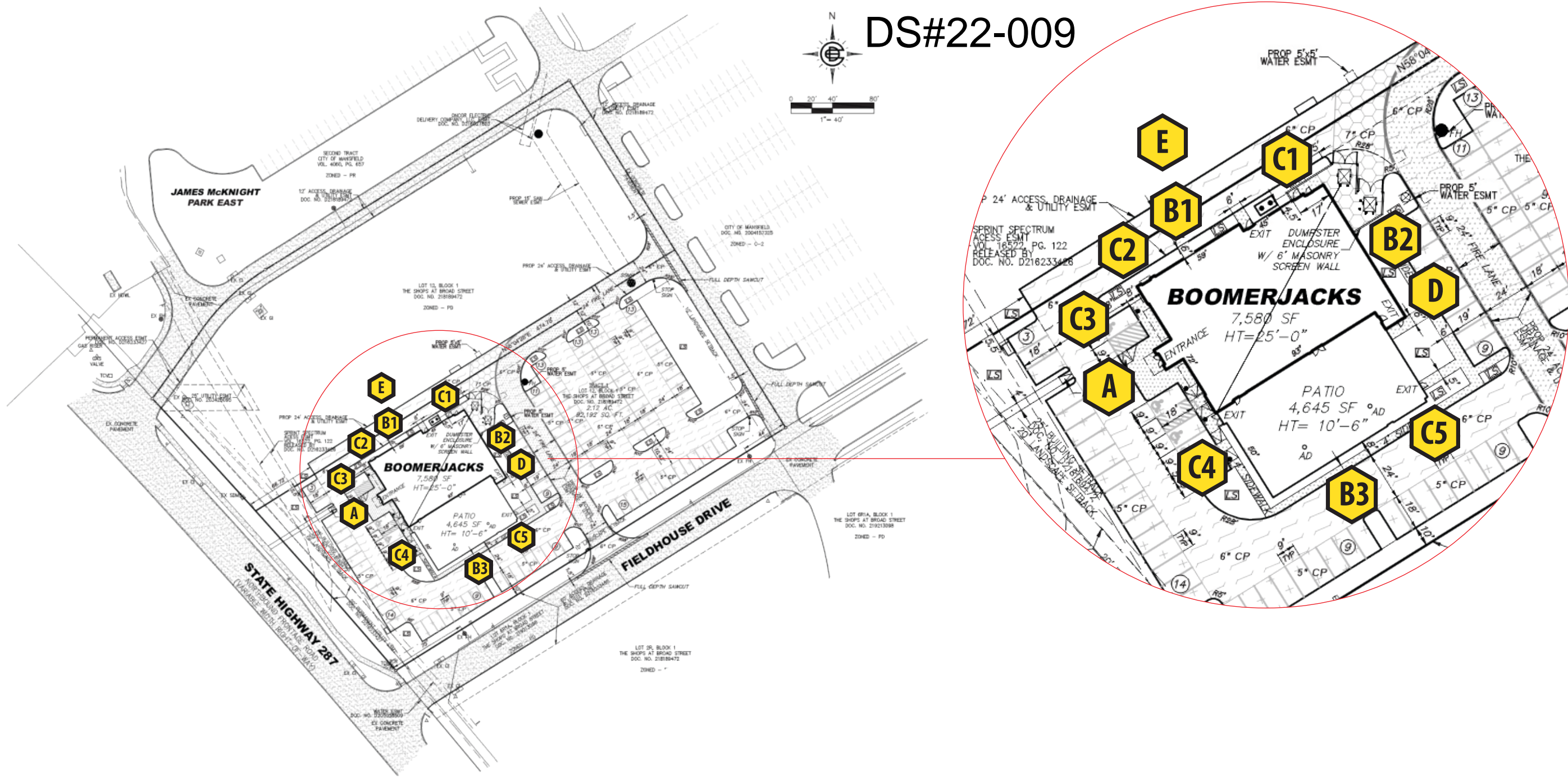
JOB DESCRIPTION	SIGN PACKAGE	DATE	BY	REV
COMPANY OR JOB NAME	BOOMER JACKS	7.4.22	LN	
CUSTOMER CONTACT				
ADDRESS	NEQ US Highway 287 & E Broad St. Mansfield, TX			
PHONE				
EMAIL				
FILE NAME				
SALESMAN	ROGER CHUNG			

**CUSTOMER APPROVAL:** Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.  
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**FINAL PROOF APPROVAL:** By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local municipal codes. This includes proper grounding and bonding of the sign.



EXHIBIT E  
DS#22-009



SITE MAP-NTS



7923 E. McKinney St., Denton, TX 76208  
O 817.431.5700 F 817.431.5799  
UL E226292 BBB TDLR 18933

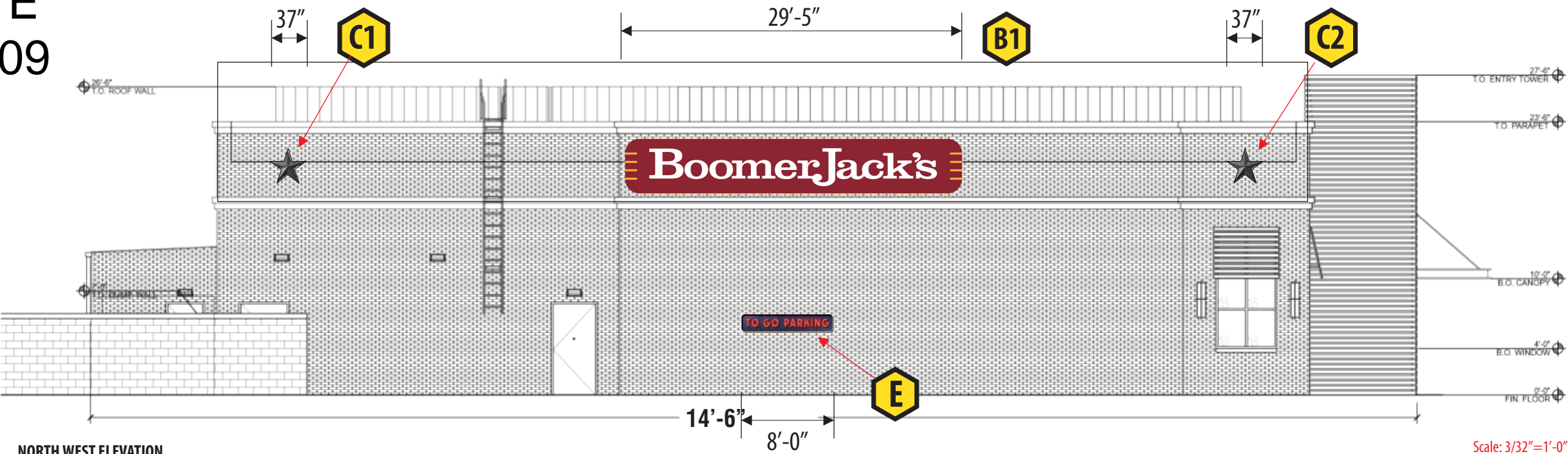
JOB DESCRIPTION	DATE	BY	REV
COMPANY OR JOB NAME			
CUSTOMER CONTACT			
ADDRESS			
PHONE			
EMAIL			
FILE NAME			
SALESMAN			

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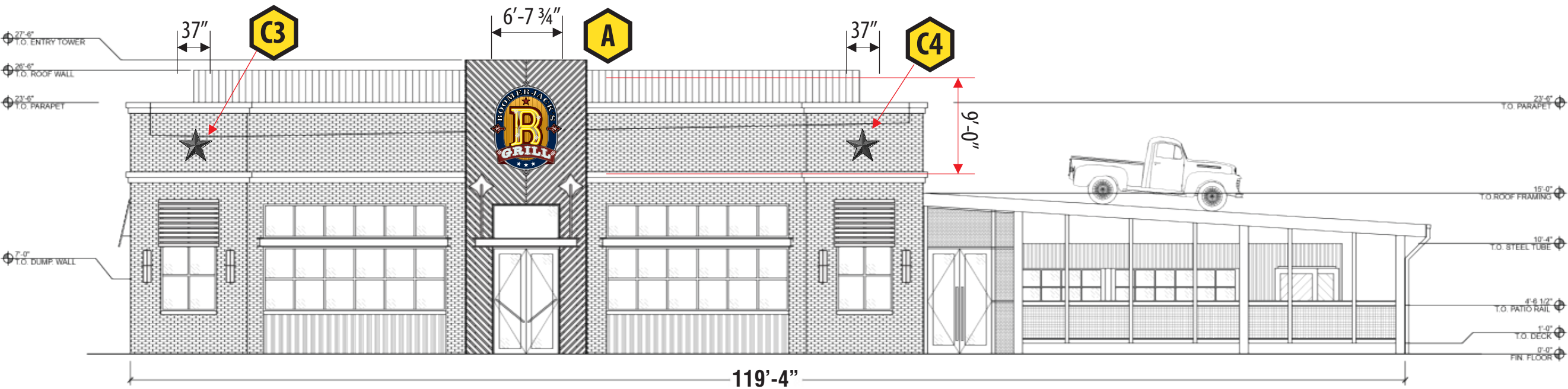


EXHIBIT E  
DS#22-009



NORTH WEST ELEVATION  
(1) ONE SET REQUIRED-MANUFACTURE AND INSTALL

Scale: 3/32"=1'-0"  
47.2 SQ FT



SOUTH WEST ELEVATION  
(1) ONE SET REQUIRED-MANUFACTURE AND INSTALL

Scale: 3/32"=1'-0"  
59.8 SQ FT



7923 E. McKinney St., Denton, TX 76208  
O 817.431.5700 F 817.431.5799  
UL E226292 BBB TDLR 18933

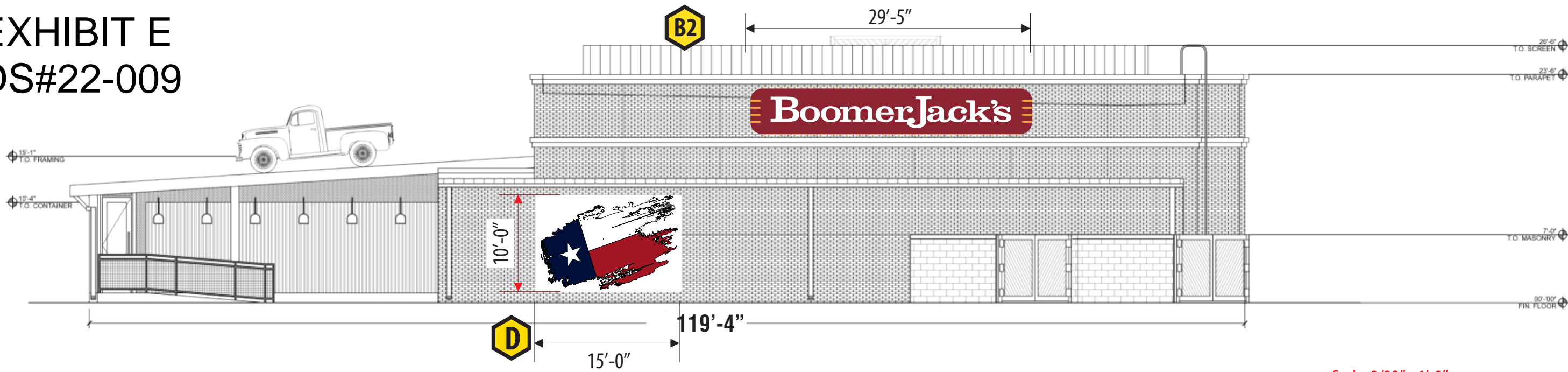
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COMPANY OR JOB NAME	BOOMER JACKS						
CUSTOMER CONTACT							
ADDRESS	NEQ US Highway 287 & E Broad St. Mansfield, TX						
PHONE							
EMAIL							
FILE NAME							
SALESMAN	ROGER CHUNG						

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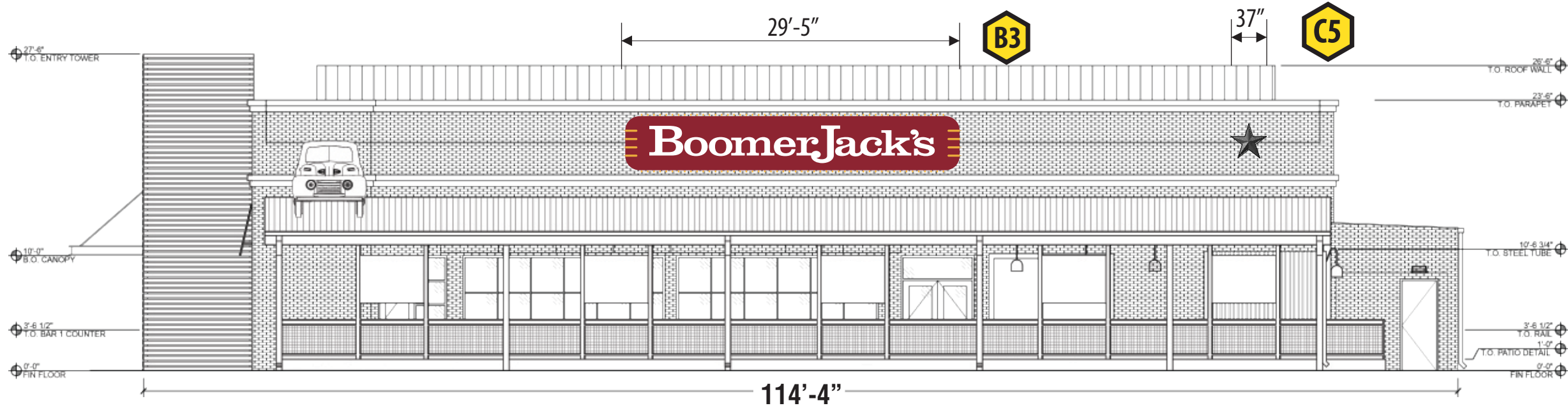
EXHIBIT E  
DS#22-009



NORTH EAST ELEVATION

Scale: 3/32"=1'-0"

139.7 SQ FT



SOUTH EAST ELEVATION w/ PATIO

Scale: 3/32"=1'-0"

139.7 SQ FT

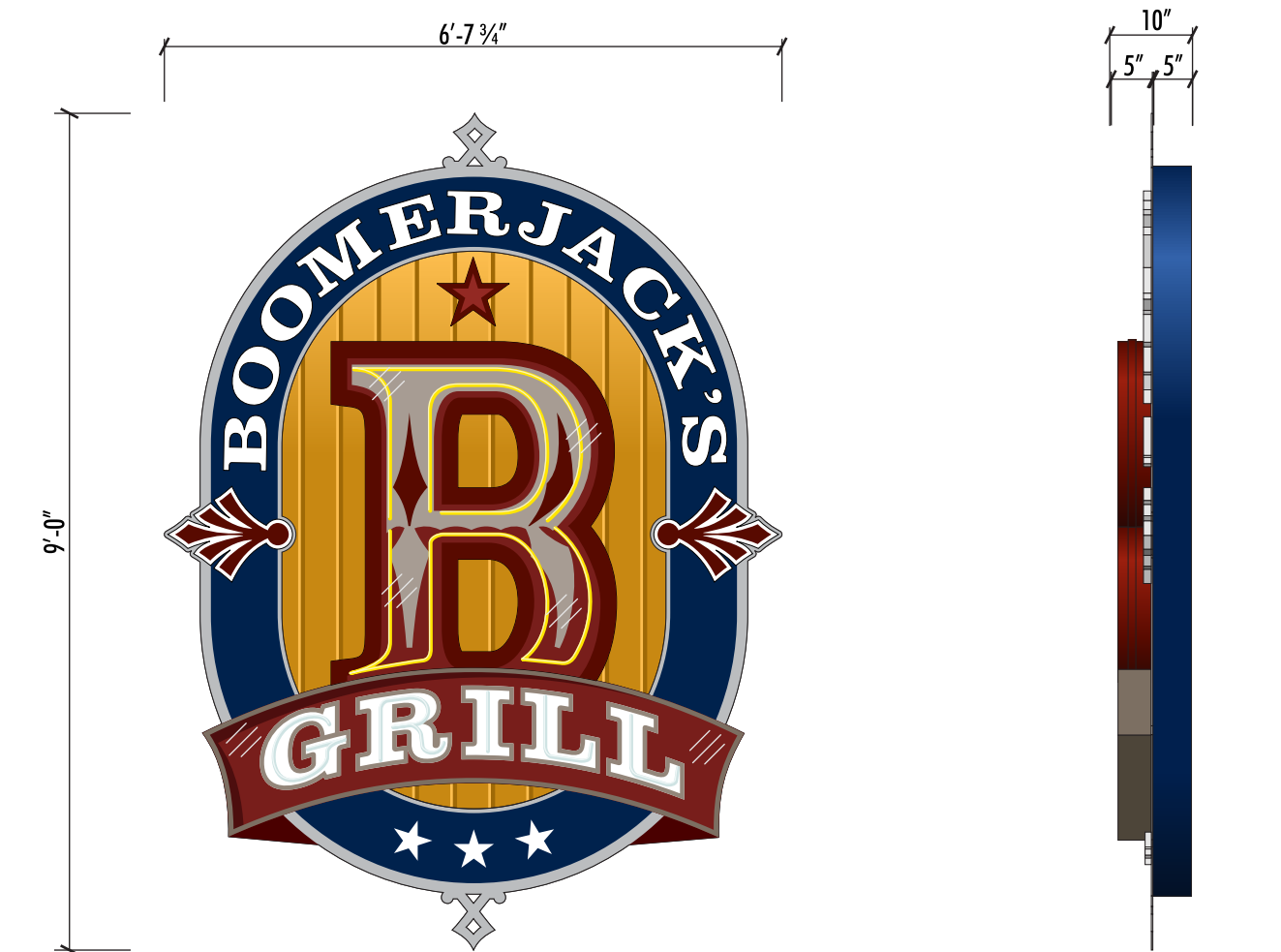


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UL E226292 BBB TDLR 18933

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CUSTOMER CONTACT							
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**A** SINGLE-FACE WALL SIGN (1 REQUIRED)  
SCALE: 1/2" = 1'-0" 9'-0" x 6'-7 3/4" = 59.8 SQ. FT.

END VIEW  
SCALE: 1/2" = 1'-0"

EXHIBIT E  
DS#22-009

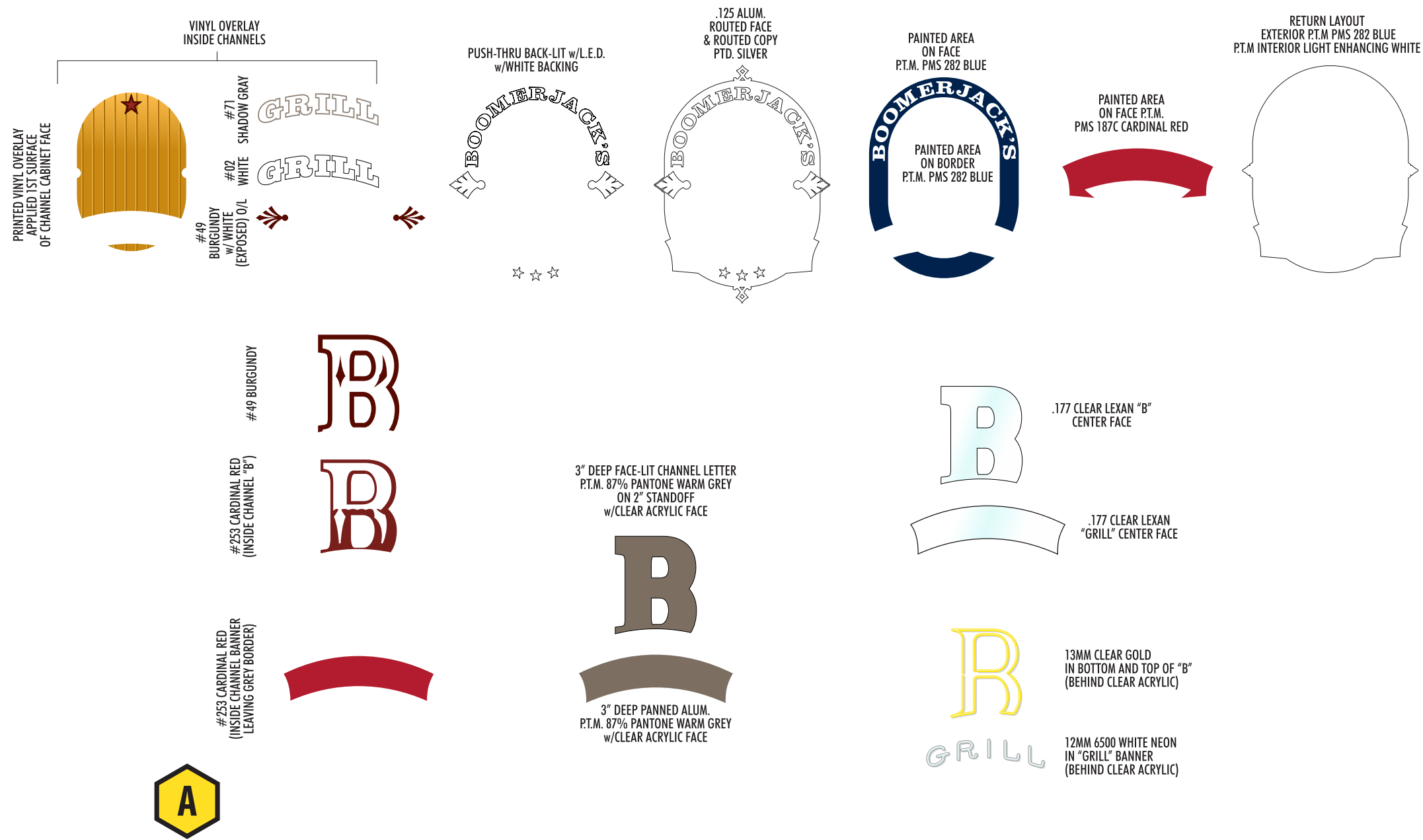




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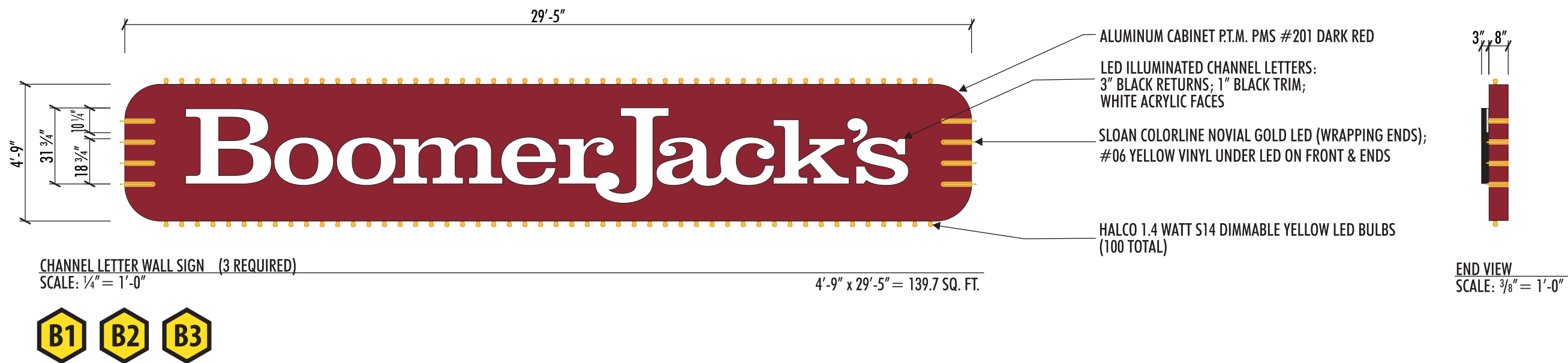
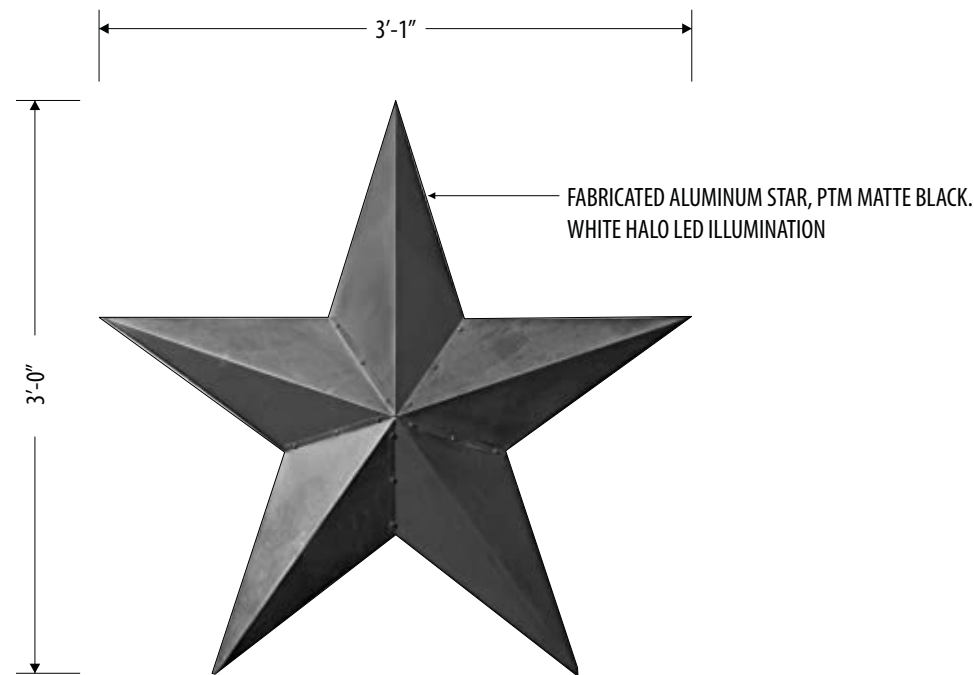


EXHIBIT E  
DS#22-009



C

ILLUMINATED PRISMATIC STAR

(5) REQUIRED-MANUFACTURE AND INSTALL

Scale: 1"=1'-0"

9.2 SQ FT

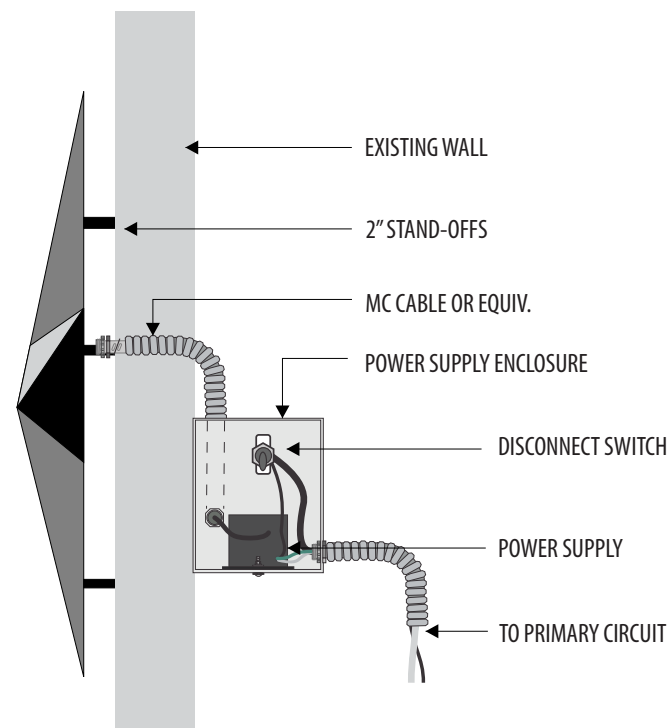
C1

C2

C3

C4

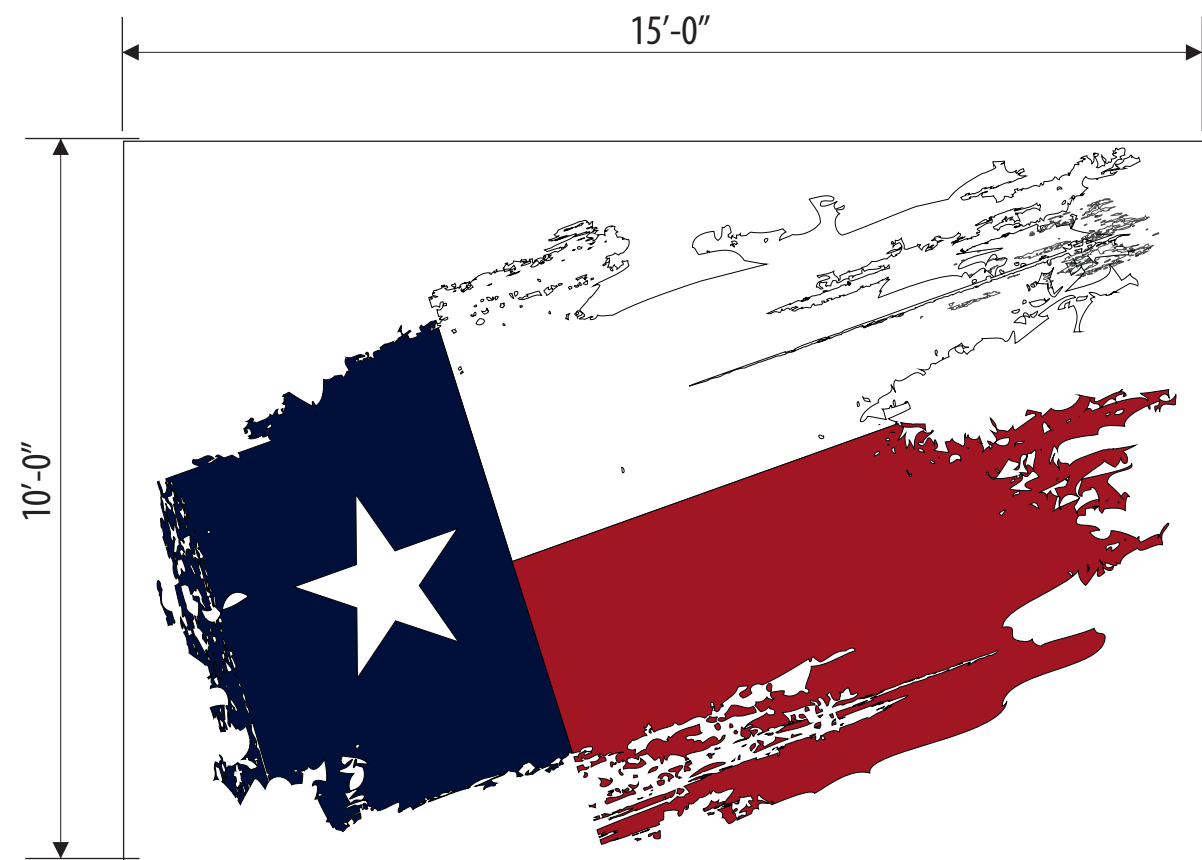
C5



SECTION VIEW

Scale: 1"=1'-0"

(5) FIVE REQUIRED-MANUFACTURE AND INSTALL



PRINTED MURAL

(1) ONE SET REQUIRED-MANUFACTURE AND INSTALL

Scale: 3/8"=1'

66.7 SQ FT



PTM PMS 286C

MANUFACTURE AND INSTALL WHITE ACM WITH PRINTED VINYL GRAPHICS



PTM PMS 201C



WHITE



7923 E. McKinney St., Denton, TX 76208  
O 817.431.5700 F 817.431.5799

UL E226292 BBB TDLR 18933

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COMPANY OR JOB NAME	BOOMER JACKS						
CUSTOMER CONTACT							
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FILE NAME							
SALESMAN	ROGER CHUNG						

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ACM SIGN

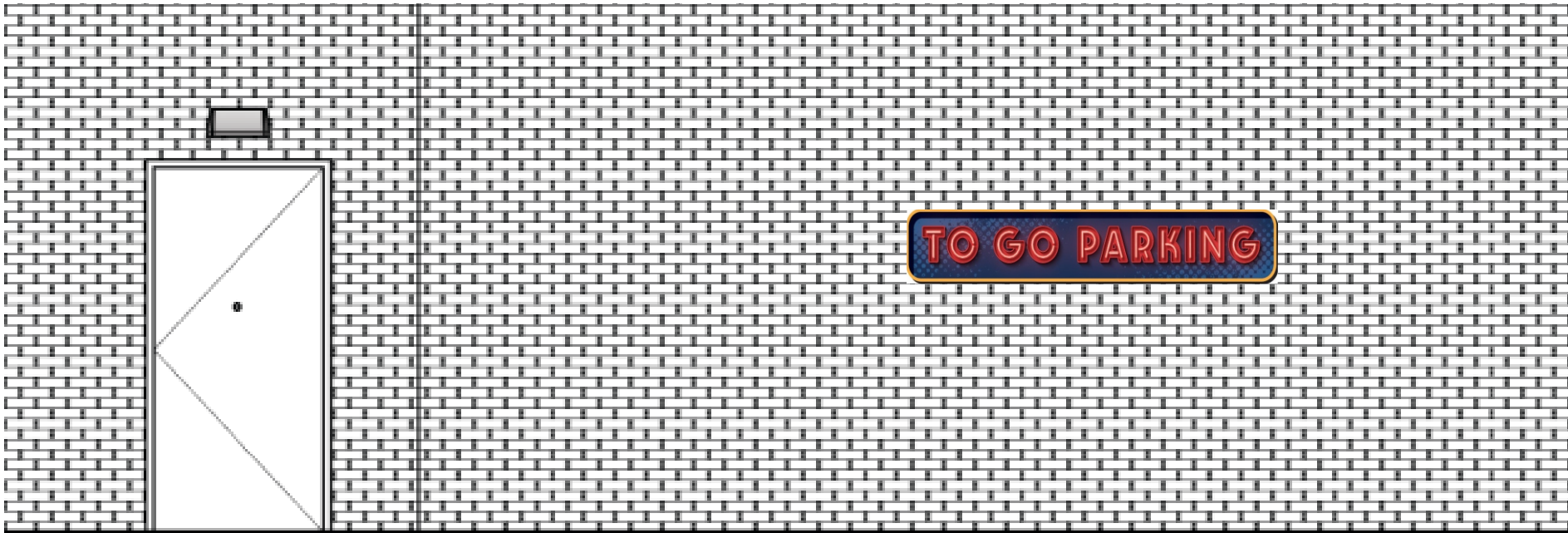
(1) ONE SET REQUIRED-MANUFACTURE AND INSTALL

OPTION 1

Scale: 1 1/2"=1'

5. SQ FT

MANUFACTURE AND INSTALL WHITE ACM WITH PRINTED VINYL GRAPHICS



NORTH WEST ELEVATION

JOB DESCRIPTION	SIGN PACKAGE	DATE	7.4.22	BY	LN	REV	
COMPANY OR JOB NAME	BOOMER JACKS						
CUSTOMER CONTACT							
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# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4814

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Ordinance Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, in an Aggregate Principal Amount not to exceed \$9,915,000; Awarding the Sale Thereof; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement and a Bond Counsel Engagement Letter; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

**Requested Action**

The City Council approve an ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation. The notice is to announce to the public that the City will be issuing bonds on August 8, 2022 for purpose of acquiring software and technology equipment for City purposes, including for the Finance and Human Resources departments and for City meeting spaces; designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares, and bridges including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights, and the acquisition of any right of way therefore; and professional services incurred in connection with the previously mentioned projects and paying the costs incurred in connection with the issuance of the Certificates.

**Recommendation**

Staff recommends the approval of the Ordinance.

**Description/History**

During the capital planning process in fiscal year 2022, the City established a capital program for fiscal year 2022. Discussion occurred regarding prioritization of projects and funding of the projects.

**Justification**

The funds will be used to upgrade City software in the Finance and Human Resources departments along with funding street improvements throughout the City.

**Funding Source**

Ad Valorem taxes; the cost of this issuance is not expected to raise the tax rate.

**Prepared By**

Troy Lestina, Chief Financial Officer  
817-276-4258



---

---

ORDINANCE NO. OR-\_\_\_\_\_-22

AUTHORIZING THE ISSUANCE OF

\$\_\_\_\_\_

CITY OF MANSFIELD, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
SERIES 2022

Adopted: August 8, 2022

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AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; APPROVING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Chapter 271, Subchapter C, Texas Local Government Code, as amended, the City of Mansfield, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with a part of certain revenues of the City’s waterworks and sewer system (the “System”) remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein; and

WHEREAS, the City Council of the City (the “City Council”) has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue Certificates of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the requirements of law (the “Notice of Intention”); and

WHEREAS, the Notice of Intention stated that the City Council intended to pass an ordinance authorizing the issuance of the certificates of obligation at the regularly scheduled August 8, 2022 City Council meeting; and

WHEREAS, the Notice of Intention was also published continuously on the City’s website for at least 45 days before August 8, 2022 in accordance the requirements of law; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said Certificates and to sell the same for cash; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Applicable Law” means the duly adopted home rule charter of the City, and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which the City and its powers, securities, credit agreement, operations and procedures are, or may be, governed or from which its powers may be derived.

“Certificate” means any of the Certificates.

“Certificates” means any of the City’s certificates of obligation entitled “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022” authorized to be issued by Section 3.01.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Initial Certificate” means the Certificate described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 15 and August 15 of each year commencing February 15, 2023.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially U.S. Bank National Association, Dallas Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Certificates.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project Fund” means the project fund established by Section 8.01(a).

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Surplus Revenues” means the revenues of the System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds; provided, however, that the amount of such surplus revenues pledged to the payment of the Certificates shall be limited to \$1,000.

“System” as used in this Ordinance means the City’s waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Certificates as the same become due and payable and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

“Underwriters” mean Frost Bank and BOK Financial Securities, Inc.

#### Section 1.02. Other Definitions.

The terms “City Council” and “City” shall have the meaning assigned in the preamble to this Ordinance.

#### Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

#### Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof

and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and Section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

## ARTICLE II

### SECURITY FOR THE CERTIFICATES

Section 2.01. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars' valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the



remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

##### Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 271, Subchapter C, Texas Local Government Code, as amended and Section 9.13 of the City's Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) acquiring software and technology equipment for City purposes, including for the Finance and Human Resources departments and for City meeting spaces; (ii) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping,

related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (iii) professional services incurred in connection with items (i) through (ii) and to pay the costs incurred in connection with the issuance of the Certificates. Date, Denomination, Maturities, Numbers and Interest.

(a) The Certificates shall be dated August 1, 2022, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal installments set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the date of their delivery to the Purchaser (the “Delivery Date”) or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each February 15 and August 15 of each year, commencing on February 15, 2023, until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

### Section 3.02. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past

due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates.

### Section 3.03. Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears

thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the initial purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser registered definitive Certificates as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

#### Section 3.04. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

#### Section 3.05. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying

Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

#### Section 3.06. Cancellation and Authentication.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Certificates in accordance with the Securities Exchange Act of 1934.

#### Section 3.07. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.09. Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

## ARTICLE IV

### REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after February 15, 2033, in whole or any part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2032 or on any date thereafter, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.



(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Reserved.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be optionally redeemed pursuant to Section 4.02, the City shall determine the maturity or maturities and the amounts thereof to be redeemed. If less than all of the Certificates of a maturity or maturities are to be redeemed, the City will direct the Paying Agent/Registrar to call such Certificates within such maturity or maturities by lot, or by such other method that results in a random selection.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing of such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

#### Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

#### Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

#### Section 4.08. Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the

failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Section 4.09. Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

U.S. Bank National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented to and hereby approved by the City Council. The signature of the Mayor shall be attested to by the City Secretary. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates, including the Initial Certificate submitted to the Attorney General of Texas and any temporary Certificates, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) [Form of Certificate]

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF MANSFIELD, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2022

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>	<u>CUSIP NO.</u>
_____%	February 15, ____	September 7, 2022	_____

The City of Mansfield (the “City”) in the Counties of Tarrant, Johnson and Ellis, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2023.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer

Office”), of U.S. Bank National Association as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is dated August 1, 2022 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the “Certificates”) pursuant to a certain ordinance of the City Council of the City (the “Ordinance”) for purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) acquiring software and technology equipment for City purposes, including for the Finance and Human Resources departments and for City meeting spaces; (ii) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (iii) professional services incurred in connection with items (i) through (ii) and to pay the costs incurred in connection with the issuance of the Certificates.

The Certificates and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City and from a pledge of certain surplus revenues (not to exceed \$1,000) of the City’s Waterworks and Sewer System, all as described and provided in the Ordinance.

The City has reserved the option to redeem the Certificates maturing on or after February 15, 2033, in whole or part, in principal amount equal to \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2032, or on any date

thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is

registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose, a limited amount of the Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the waterworks and sewer system; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Certificate has been duly executed on behalf of the City, under its official seal, in accordance with law.

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City Secretary,  
City of Mansfield, Texas

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Mayor  
City of Mansfield, Texas

[SEAL]



(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such Certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that said Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK NATIONAL ASSOCIATION  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

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

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

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

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

(ii) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. \_\_\_\_" deleted;

(iii) in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from Section 3.02(b) hereof).

(iv) the Initial Certificate shall be numbered T-1.

### Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services Bureau managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

### Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

### Section 6.05. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Certificates, the Certificates, including the Initial Certificate, may bear an appropriate legend, as provided by the insurer. To the extent permitted by applicable law, the City will comply with all notice and other applicable requirements of the insurer in connection with the issuance of the Certificates, as such requirements may be in effect and transmitted to the City with the insurer's commitment to issue such insurance.

## ARTICLE VII

### SALE OF THE CERTIFICATES; CONTROL AND DELIVERY OF THE CERTIFICATES

#### Section 7.01. Sale of Certificates; Official Statement; Engagement Letter.

(a) The Bonds are hereby officially sold and awarded and shall be delivered to the Underwriters, in accordance with the terms and provisions of that certain Bond Purchase Agreement relating to the Bonds between the City and the Underwriters and dated the date of the passage of this Ordinance. The form and content of such Bond Purchase Agreement are hereby approved, and the Mayor is hereby authorized and directed to execute and deliver such Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of Frost Bank, or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the

Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby authorized. The City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) All officers of the City are authorized to execute such documents, Certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500).

(d) The obligation of the Underwriters to accept delivery of the Certificates is subject to the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date. The Mayor, City Manager or any Deputy City Manager is hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

#### Section 7.02. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and

the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

## ARTICLE VIII

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

#### Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, Interest and Sinking Fund; and

(ii) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, Project Fund.

(b) Each of said funds or accounts shall be maintained at an official depository of the City.

#### Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Certificates plus the aggregate amount of interest due and that will become due and payable on such Certificates, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

#### Section 8.03. Project Fund.

(a) Money on deposit in the Project Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) \$\_\_\_\_\_ of the proceeds of the Certificates received on the Closing Date shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) \$\_\_\_\_\_ of premium generated on the Certificates shall be used to pay the cost of issuance of the Certificates. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect

to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

### Section 9.03. Federal Tax Matters.

(a) *General.* The City covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Certificates to be includable in gross income, for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) *No Private Activity Bonds.* The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee.* The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds.* The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds.* The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) *Required Rebate.* The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) *Information Reporting.* The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) *Record Retention.* The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) *Registration.* If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) *Favorable Opinion of Bond Counsel.* Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) *Continuing Compliance.* Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

## ARTICLE X

### DEFAULT AND REMEDIES

#### Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to-wit:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(c) An order of relief shall be issued by the Bankruptcy Court of the United States District Court having jurisdiction, granting the City any relief under any Applicable Law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.



#### Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

#### Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

### ARTICLE XI

### DISCHARGE

#### Section 11.01. Discharge.

The City reserves the right to defease, refund or discharge the Certificates (i) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust a sum of money equal to the principal of, premium, if any, and all interest to accrue on such Certificates to maturity or redemption or (ii) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust amounts sufficient, together with the investment earnings thereon, to provide for the payment and/or redemption of such Certificates; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) any combination of (i) and (ii) above. The foregoing obligations may be in book-entry form, and shall mature and/or bear interest payable at such times and in

such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Certificates, as the case may be.

## ARTICLE XII

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in the Appendix A as Tables numbered 1 through 6 and 8 through 15, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City within 12 months after the end of each fiscal year, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

#### Section 12.02. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;

- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of the holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing

governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Section 12.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information, as prescribed by the MSRB, and will be available via EMMA at [www.emma.msrb.org](http://www.emma.msrb.org).

#### Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XIII

### AMENDMENTS

#### Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

## ARTICLE XIV

### MISCELLANEOUS

#### Section 14.01. Changes to Ordinance.

The Mayor, City Manager, any Deputy City Manager and the Chief Financial Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

#### Section 14.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

#### Section 14.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

## ARTICLE XV

### EFFECTIVE IMMEDIATELY

#### Section 15.01. Effectiveness.

Notwithstanding the provisions of Article III, Section 3.13(c) of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 8th day of August, 2022.

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Mayor, City of Mansfield, Texas

ATTEST:

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City Secretary,  
City of Mansfield, Texas

APPROVED AS TO FORM:

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City Attorney, City of Mansfield, Texas

## APPENDIX A

### DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The audited financial statements of the City for the most recently concluded fiscal year.
2. Statistical and financial data set forth in Tables 1-6 and 8-15 in the Official Statement.

#### **Accounting Principles**

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements set forth in Appendix B to the Official Statement.



## **PURCHASE AGREEMENT**

Relating to

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CITY OF MANSFIELD, TEXAS

Combination Tax and Revenue Certificates of Obligation, Series 2022

August 8, 2022

The Honorable Mayor and  
Members of the City Council of  
the City of Mansfield, Texas  
1200 E. Broad Street  
Mansfield, Texas 76063

Ladies and Gentlemen:

The undersigned, Frost Bank (the “*Representative*”), acting on behalf of itself and as the representative of BOK Financial Securities, Inc. (collectively, the “*Underwriters*”), offers to enter into this Purchase Agreement (the “*Purchase Agreement*”) with the City of Mansfield, Texas (the “*Issuer*” or the “*City*”) which, upon your acceptance of this offer and the approval of certain terms by the City Council of the Issuer (the “*City Council*”), will be binding upon you and the Underwriters. Terms not otherwise defined herein shall have the same meanings as set forth in the ordinance adopted by the Issuer on August 8, 2022 (the “*Ordinance*”) authorizing the issuance of the City of Mansfield, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022 (the “*Certificates*”).

The Issuer acknowledges and agrees that: (i) the purchase and sale of the Certificates pursuant to this Purchase Agreement is an arm’s-length, commercial transaction between the Issuer and the Underwriters in which each Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), financial advisor, or fiduciary to the Issuer; (ii) the Underwriters have not assumed (independently or collectively) any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby are set forth expressly in this Purchase Agreement; (iv) the Underwriters have financial and other interests that differ from those of the Issuer; (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate; and (vi) the Underwriters have provided the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “*MSRB*”), which have been received by the Issuer.

The Representative represents and warrants to the Issuer that it has been duly authorized to act on behalf of itself and the other Underwriters to enter into this Purchase Agreement and to take all actions, on behalf of the Underwriters, required or contemplated to be performed by the Underwriters under this Purchase Agreement.

1. **Purchase and Sale of the Certificates.** Upon the terms and conditions, and in reliance upon the representations, warranties, and covenants herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all, but not less than all, of the Certificates. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_. The purchase price for the Certificates is \$\_\_\_\_\_ representing the principal amount of the Certificates, plus an original issue net premium of \$\_\_\_\_\_ and less an Underwriters' discount of \$\_\_\_\_\_.

The date of initial delivery of the Certificates to the Underwriters is September 7, 2022. The Certificates shall be dated August 1, 2022.

The Certificates shall be as described in and shall be issued and secured under and pursuant to the provisions of the Ordinance.

As further described in the Ordinance, the Certificates may be issued for the following purposes: (i) acquiring software and technology equipment for City purposes, including for the Finance and Human Resources departments and for City meeting spaces; (ii) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (iii) paying professional services incurred in connection with items (i) through (ii), and paying the costs incurred in connection with the issuance of the Certificates. The principal amount, the dated date, the maturities, the redemption provisions, and the interest rates per annum for the Certificates are set forth in the Ordinance.

2. **Public Offering.** The Underwriters agree to make a *bona fide* public offering of all of the Certificates at prices not to exceed the public offering prices (or yields not less than the reoffering yields) set forth on page ii of the final Official Statement (described below) and may, subject to the provisions of Section 3 hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 3 hereof, the Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Certificates at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice; provided, however that no such actions shall affect the certification of the original issue price of the Certificates as provided below. Subject to the provisions of Section 3 hereof, after the initial public offering, the Underwriters may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on page ii of the Official Statement.

3. **Establishment of the Issue Price of the Certificates.** Notwithstanding any provision of this Purchase Agreement to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(a) *Definitions.* For purposes of this Section 3, the following definitions apply:

(1) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Tax Law Underwriter or a Related Party to a Tax Law Underwriter.

(2) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(3) “*Sale Date*” means the date of execution of this Purchase Agreement by all parties.

(4) “*Tax Law Underwriter*” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Representative to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

(b) *Issue Price Certificate.* The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and to execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Exhibit B*, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel (hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the Public of the Certificates (the “*Issue Price Certificate*”). All actions to be taken by the Issuer under this Section 3 to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(c) *Public Offering.* The Representative confirms that, on the Sale Date, the Underwriters offered the Certificates to the Public at the offering price or prices (each, an “*Initial Offering Price*”), or at the corresponding yield or yields, set forth in *Schedule I* attached hereto.

(d) *10% Test.* Except as otherwise set forth in the Issue Price Certificate, the Issuer will determine the issue price of the Certificates based on the first price at which 10% of each maturity of the Certificates is sold to the Public (the “*10% Test*”). The Issue Price Certificate will set forth the maturities, if any, of the Certificates for which the issue price will be the applicable Initial Offering Price because the 10% Test was satisfied as of the Sale Date. For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(e) *Hold-The-Offering-Price Rule.* The Issue Price Certificate will set forth the maturities, if any, of the Certificates for which the 10% Test was not satisfied as of the Sale Date and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions in the next sentence will apply (each such maturity of the Certificates being referred to as a “*Held Maturity*”), which will allow the Issuer[, if it determines to do so on or before the Closing Date,] to treat the Initial Offering Price to the Public of each such Held Maturity as the issue price of that Held Maturity (the “*Hold-the-Offering-Price Rule*”). For any maturity identified as a Held Maturity, the Underwriters will neither offer nor sell unsold Certificates of such Held Maturity to any person at a price that is higher than the applicable Initial Offering Price of such Held Maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the Tax Law Underwriters have sold at least 10% of such Held Maturity to the Public at a price that is no higher than the Initial Offering Price of such Held Maturity.

The Representative will advise the Issuer promptly after the close of the fifth business day after the Sale Date whether Tax Law Underwriters have sold 10% of each such Held Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Held Maturity.

The Issuer acknowledges that, in making the representations set forth in this Section, the Representative will rely on (A) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Certificates, including, but not limited to its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Certificates, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the initial sale of the Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the

Certificates, including, but not limited to its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Tax Law Underwriter will be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Certificates, including, but not limited to its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Certificates, and that no Tax Law Underwriter will be liable for the failure of any other Tax Law Underwriter to comply with its corresponding agreement.

(f) *Matters Relating to Certain Agreements.* The Representative confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Representative is a party relating to the initial sale of the Certificates to the Public, together with related pricing wires, contains or will contain language obligating each Tax Law Underwriter under such agreement:

(A) (i) to report the prices at which it sells to the Public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request by the Representative and (ii) to comply with the Hold-the-Offering Price Rule, if applicable, for so long as directed by the Representative and as set forth in the related pricing wires;

(B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a Related Party to a Tax Law Underwriter participating in the initial sale of the Certificates to the Public; and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative will assume that each order submitted by the dealer or broker-dealer is a sale to the Public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Certificates to the Public, together with related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Certificates of each maturity allotted to it until it is notified by the Representative or the applicable Underwriter or dealer that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates if that maturity

have been sold to the Public , provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the Hold-the-Offering Price Rule, if applicable, in each case if and for so long as directed by the Representative or the applicable Underwriter or dealer and as set forth in the related pricing wires.

(g) *Sale to Related Party not a Sale to the Public.* The Underwriters acknowledge that sales of any Certificates to any person that is a Related Party to a Tax Law Underwriter do not constitute sales to the Public.]

4. **Official Statement.**

(a) The Issuer previously has delivered copies of the Preliminary Official Statement dated July 27, 2022 (the “*Preliminary Official Statement*”), to the Underwriters in a “*designated electronic format*,” as defined in MSRB Rule G-32 (“*Rule G-32*”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Certificates, which will be (1) dated the date of this Purchase Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “*Rule*”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof and (4) in both a “*designated electronic format*” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all schedules, appendices, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is referred to herein as the “Official Statement.” Until the final Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that (i) the Preliminary Official Statement was “*deemed final*” by the Issuer as of its date for purposes of the Rule, except for the omission of such information that is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule; and (ii) that the Issuer will not supplement or amend the Preliminary Official Statement without the prior written consent of the Representative on behalf of the Underwriters.

(c) The Issuer represents and warrants that it has reviewed and approved the information in the Official Statement and the Issuer hereby authorizes the distribution and use of the Official Statement, and the information therein contained, by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Certificates. The Issuer shall

provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Purchase Agreement (but, in any event, not later than seven business days after the Issuer's acceptance of this Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement that is complete as of the date of its delivery to the Underwriters (i) in a "*designated electronic format*" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Purchase Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "*end of the underwriting period*" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "*end of the underwriting period*" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Purchase Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "*designated electronic format*" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 4(d) above) with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or (ii) other repositories approved from time to time by the

United States Securities and Exchange Commission (the “SEC”) (either in addition to or in lieu of the filing referred to in clause (i) above). Unless otherwise notified in writing by the Representative, the Issuer can assume that the “*end of the underwriting period*” for purposes of the Rule is the date of the Closing.

(f) The Issuer has agreed in the Ordinance to provide certain periodic information and notices of material events in accordance with the Rule as described in the Official Statement under “CONTINUING DISCLOSURE.” The Underwriters’ obligation to accept and pay for the Certificates is conditioned upon the Representative’s review and approval of a certified copy of the Ordinance containing the agreements described under such heading.

(g) To the knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates.

5. **Good Faith Check.** In connection with the execution of this Purchase Agreement, the Representative, on behalf of the Underwriters, has delivered to the Issuer a corporate check of the Representative payable to the Issuer, in the amount of **\$99,150.00** as security for the performance by the Underwriters of their obligations to accept and pay for the Certificates at the Closing (described below) in accordance with the provisions of this Purchase Agreement. Such check shall be held by the Issuer until the Closing. At the Closing, such check shall be returned to the Representative upon receipt by or on behalf of the Issuer of the purchase price for the Certificates. In the event the Issuer fails to deliver the Certificates at the Closing, or if the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Agreement, or if such obligations shall be terminated for any reason permitted by this Purchase Agreement, such check shall be returned to the Representative within two (2) business days of such event. If the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 13 and 17 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer’s actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer’s actual damages are less than such amount, and the Issuer’s acceptance of this Purchase Agreement shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

6. **Representations and Warranties of the Issuer.** The Issuer represents and warrants to the Underwriters that:

(a) The Issuer is a political subdivision operating as such under the Constitution and laws of the State of Texas (the “State”), and the Issuer is authorized by the Constitution and the laws of the State, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended and Section 0.13 of the City’s Home Rule Charter (together, the “Act”), (i) to issue the Certificates for the purposes described in the Ordinance and (ii) to secure the Certificates in the manner described in the Ordinance and as described in the Official Statement.



(b) The Issuer has the full legal right, power, and authority (i) to adopt the Ordinance authorizing the issuance of and awarding the sale of the Certificates; (ii) to enter into this Purchase Agreement; (iii) to issue, sell, and deliver the Certificates to the Underwriters as provided herein; and (iv) to carry out and consummate all other transactions described in each of the aforesaid documents, and the Issuer has complied in all material respects with all provisions of the Act in all matters relating to such transactions.

(c) The Issuer has duly authorized (i) the execution and delivery of the Certificates and the execution, delivery, and due performance of this Purchase Agreement; (ii) the distribution and use of the final Official Statement; and (iii) the taking of any and all such actions as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions described in such instruments. All consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received or will be received prior to, or in connection with, the Closing, and the consents or approvals so received are still in full force and effect.

(d) (i) The Ordinance has been duly adopted by the Issuer, is in full force and effect, and constitute the valid, legal and binding act of the Issuer;

(ii) This Purchase Agreement when executed and delivered, will constitute legal, valid, and binding obligations of the Issuer; and

(iii) The Ordinance, including but not limited to the continuing disclosure undertaking included therein, and this Purchase Agreement are enforceable against the Issuer in accordance with their respective terms, subject to principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(e) When delivered to the Representative, the Certificates will have been duly authorized, executed, authenticated, issued, and delivered and will constitute legal, valid, and binding special limited obligations of the Issuer in conformity with the laws of the State and will be entitled to the benefit and security of the Ordinance, subject to principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(f) As of the date thereof and as of the date of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The adoption of the Ordinance (and the Issuer's continuing disclosure undertaking included therein), the execution and delivery of this Purchase Agreement or the Certificates, the consummation of the transactions described herein or therein or the compliance with the provisions hereof or thereof will not conflict with or constitute on the part of the Issuer a material violation of, or a material breach of or material default under, (i) any statute, indenture, mortgage, commitment, note, or other agreement or instrument to which the Issuer is a party or by which it is bound; (ii) any provision of the State Constitution; or (iii) any existing law, rule, regulation, charter provision, order, judgment or decree to which the Issuer (or the members of the City Council thereof), or any of its officers in their respective capacities as such) is subject.

(j) Except as may be disclosed in the Official Statement, the Issuer is not, in any material respect that would adversely affect the validity or marketability of the Certificates, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency, or instrumentality thereof, or of the United States or any agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement, or other instrument to which the Issuer is a party or is otherwise subject; and except as described in the Official Statement, the Issuer has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the ad valorem taxes pledged to the payment of the Certificates superior to or on a parity with the pledge securing the payment of the Certificates.

(k) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin (i) the sale, issuance or delivery of the Certificates, (ii) the collection of the ad valorem taxes pledged to the payment of the principal of and interest on the Certificates pursuant to the Ordinance, or (iii) the application of the ad valorem taxes collected pursuant to the Ordinance, nor is there any such action, suit, proceeding, inquiry or investigation that in any way questions the powers of the Issuer referred to in paragraph (b) above, or the validity of any proceeding taken by the Issuer in connection with the issuance of the Certificates, or wherein an unfavorable decision, ruling, or finding could materially adversely affect the transactions described in this Purchase Agreement, or in any other document or instrument required or described in this Purchase Agreement, or which, in any way, could adversely affect the validity or enforceability of the Ordinance (and the Issuer's continuing disclosure undertaking included therein), the Certificates, or this Purchase Agreement, or, to the knowledge of the Issuer, which in any way questions the exclusion from gross income of the

recipients thereof of the interest on the Certificates for federal income tax purposes, or, to the knowledge of the Issuer, which in any way questions the status of the Certificates under federal or State tax laws or regulations.

(l) Any certificate signed by an official of the Issuer and delivered to the Underwriters shall be deemed a representation and warranty by the Issuer, as appropriate, to the Underwriters as to the truth of the statements therein contained.

(m) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(n) The Issuer will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Certificates to be applied in a manner other than as provided in the Ordinance.

(o) Except as specifically described in the Official Statement, during the previous five years, the Issuer has complied in all material aspects with all previous continuing disclosure undertakings in written contracts or agreements entered into by the Issuer as specified in paragraph (b)(5)(i) of the Rule.

(p) To the best of the knowledge of the Issuer, the financial statements of the Issuer included in APPENDIX D to the Official Statement present fairly the financial position and the results of operations of the Issuer at the respective dates and for the respective periods indicated therein, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since September 30, 2021, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(q) As of the date of the Closing, there will not be any material adverse change in the financial position, results of operations, or condition, financial or otherwise, of the Issuer from that described in the Official Statement other than in the ordinary course of business or as may be otherwise disclosed to the Underwriters in accordance with this Purchase Agreement.

(s) The Issuer, to the extent heretofore requested in writing by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates and true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

7. **Covenants of the Issuer.** The Issuer covenants with the Underwriters as follows:

(a) The Issuer will cooperate, at no expense to the Issuer, with the Underwriters in qualifying the Certificates for offer and sale under the securities laws of such jurisdictions of the

United States as the Representative may request; provided, however, that the Issuer shall not be required to consent to suit or to service of process in any jurisdiction. The Issuer consents to the use by the Underwriters in the course of their compliance with the securities laws of the various jurisdictions of the documents relating to the Certificates, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Representative.

(b) To advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(c) Prior to the earlier of (i) receipt of notice from the Representative pursuant to subsection 4(c) hereof that final Official Statements are no longer required under the Rule or (ii) 25 days after the end of the underwriting period, the Issuer shall provide the Underwriters with such information regarding its current financial condition and ongoing operations as the Issuer shall deem material and such other information concerning the Issuer as the Underwriters may reasonably request.

(d) The Issuer covenants that between the date hereof and the Closing it will take no actions that will cause the representations and warranties made in this Section to be untrue as of the date of Closing.

8. **Closing.** At or before 12:00 p.m. Dallas, Texas time, on September 7, 2022, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the “*Closing*”), the Issuer will, subject to the terms and conditions hereof, deliver the initial Certificate to U.S. Bank Trust Company, National Association, Dallas, Texas (the “*Paying Agent/Registrar*”), as delivery agent for the Underwriters, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as delivery agent for the Certificates, will, subject to the terms and conditions hereof, accept such delivery and the Underwriters will pay the purchase price of the Certificates as set forth in Section 1 of this Purchase Agreement in immediately available funds to the order of the Issuer. Payment for the Certificates as aforesaid shall be made at the offices of the Paying Agent/Registrar, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

Delivery of the Certificates in definitive form shall be made through DTC, utilizing the book-entry-only form of issuance. The definitive Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one definitive Certificate for each maturity of the Certificates, registered in the name of Cede & Co., all as provided in the Ordinance, and shall be made available to the Underwriters at least one business day before the Closing for purposes of inspection at the offices of DTC or, if the Certificates are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC’s FAST system, at the designated payment office of the Paying Agent/Registrar. In addition, the Issuer and the Underwriters agree that there shall be a preliminary Closing held at the offices of Bracewell LLP in Dallas, Texas, or such place as the Issuer and the Representative shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, that such preliminary Closing shall not be required if Bond Counsel (defined below) provides a complete Transcript of Proceedings acceptable to Underwriters’ Counsel (defined below) at least 24 hours prior to the Closing.

9. **Closing Conditions.** The obligations of the Underwriters to purchase the Certificates shall be subject (a) to the performance by the Issuer of its obligations to be performed hereunder at and prior to the Closing, (b) to the accuracy, in all material respects, of the representations and warranties of the Issuer herein as of the date hereof and as of the time of the Closing, and (c) to the following conditions, including the delivery by the Issuer of such documents as are enumerated herein in form and substance reasonably satisfactory to Bracewell LLP, Dallas, Texas, as bond counsel (the “*Bond Counsel*”), and West & Associates, L.L.P., Dallas, Texas, as counsel to the Underwriters (the “*Underwriters’ Counsel*”):

(a) At the time of the Closing, (i) the final Official Statement, this Purchase Agreement, and the Ordinance shall be in full force and effect and shall not have been amended, modified, repealed, or supplemented from the date hereof except as may have been required by the Attorney General of the State or except as may have been agreed to in writing by the Representative; (ii) the proceeds of the sale of the Certificates shall be deposited and applied as described in the Ordinance; and (iii) the Issuer shall have duly adopted and there shall be in full force and effect such orders or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions described herein.

(b) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(c) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Purchase Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel and Underwriters’ Counsel.

(d) At or prior to the Closing, the Representative shall receive the following executed or certified documents in such number or counterparts as shall be mutually agreeable to the Issuer, Underwriters’ Counsel, and Bond Counsel:

(1) The Certificates and the Ordinance (including the agreement to provide continuing disclosure of information as described in the Official Statement);

(2) A final opinion of Bond Counsel, dated the date of Closing, in substantially the form set forth as APPENDIX C to the Official Statement;

(3) A letter of Bond Counsel addressed to the Underwriters and dated the date of Closing, to the effect that the final opinion referred to in Section 9(d)(2) hereof and being delivered on such date may be relied upon by the Underwriters to the same extent as if such opinion was addressed to the Underwriters;

(4) A supplemental opinion of Bond Counsel addressed to the Underwriters and dated the date of Closing, in substantially the form set forth in **Exhibit B** hereto;

(5) A certificate signed by an authorized officer of the Issuer as prepared by Bond Counsel setting forth facts, estimates, and circumstances in existence on the date of

Closing, which facts, estimates, and circumstances shall be sufficiently set forth therein to support the conclusion that it is not expected that the proceeds of the Certificates will be used in a manner or that the Issuer will take any action, or omit to take any action that would cause the Certificates to be “*arbitrage bonds*” within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), and the regulations, temporary regulations, and proposed regulations promulgated under the Code, and stating that to the best knowledge and belief of such officer there are no other facts, estimates, or circumstances that would materially affect such expectations;

(6) An opinion of Underwriters’ Counsel in substantially the form set forth in **Exhibit C** hereto;

(7) The approving opinion of the Attorney General of Texas with respect to the Certificates and a copy of the registration certificate of the Comptroller of Public Accounts of the State;

(8) The final Official Statement;

(9) Letters from S&P Global Ratings, Moody’s Investors Service, Inc., and Fitch Ratings, Inc. to the effect that the Certificates have been assigned a rating of “\_\_\_\_”, “\_\_\_\_”, and “\_\_\_\_” respectively;

(10) A certificate, in form and substance reasonably satisfactory to the Representative and Underwriters’ Counsel, of an appropriate official of the Issuer, dated as of the Closing, to the effect that: (i) each of the Issuer’s representations, warranties, and covenants contained herein are true and correct in all material respects as of the Closing; (ii) the Issuer has authorized, by all action necessary under the Act and the laws and Constitution of the State, the adoption of the Ordinance, and the execution, delivery, and due performance of the Certificates, and this Purchase Agreement; (iii) except to the extent disclosed in the Official Statement, no litigation, action, suit or proceeding or tax challenge against it is pending or, to his or her knowledge, threatened in any court or administrative body, nor is there a basis for litigation, which would (a) contest the right of the officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest or affect the validity, due authorization and execution of the Certificates, (d) restrain or to enjoin or otherwise restrict or prevent the issuance, sale or delivery of the Certificates, (e) contest the completeness or accuracy of the Official Statement, or (f) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting taxes pledged or to be pledged to pay the principal of and interest on the Certificates, or the pledge thereof, or that would otherwise adversely affect in a material manner the Issuer’s financial condition, its ability to pay the principal of and interest on the Certificates, or its ability to consummate the transactions described herein; (iv) the Certificates, and this Purchase Agreement are in the form or in substantially the form approved for such execution by appropriate proceedings of the Issuer; (v) since September 30, 2021, there has not been any material adverse change in the financial position, or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, other than as set forth in the final Official Statement or as

otherwise disclosed to the Underwriters pursuant to this Purchase Agreement, and since such date the Issuer has not entered into any transaction or incurred any material debt or other material liability payable from taxes, except as disclosed in the final Official Statement or as otherwise disclosed to the Representative; and (vi) to his or her knowledge, the information contained in the final Official Statement relating to the Issuer, its organization, activities, properties, and financial condition, is true and correct in all material respects and does not contain any untrue or incorrect statement of a material fact and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(11) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Representative, Underwriters' Counsel or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, and the truth and accuracy of the representations and warranties of the Issuer herein contained, as of the date hereof and as of the time of Closing, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

10. **Cancellation Rights.** The Representative shall have the right to cancel the Underwriters' obligation to purchase the Certificates, as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates, if, between the date of this Purchase Agreement and the Closing, the market price or marketability of the Certificates or the ability of the Underwrites to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Certificates shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any of the following:

(a) The House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or been recommended favorably, legislation introduced after the date hereof, which legislation, if enacted in its form introduced or as amended, would have the purpose or effect of imposing federal income taxation upon interest received on obligations of the general character of the Certificates; or

(b) A decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted, or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service, or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Certificates, or of any of the transactions contemplated in connection herewith, including causing interest on the Certificates to be included in gross income for purposes of federal income taxation.

(c) Legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Certificates, including any underlying obligations, or the Ordinance, as the case may be, are not exempt from the registration, qualification, or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) A stop order, ruling, regulation, or official statement by the SEC, or any other governmental agency having jurisdiction of the subject matter, shall have been issued or made, or any other event occurs, the effect of which is that the issuance, offering, or sale of the Certificates, including any underlying obligations, or the execution and delivery of the Ordinance, as contemplated hereby or by the Official Statement is, or would be, in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) (i) The Constitution of the State shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of State law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, affecting the tax status of the Issuer, its property or income, its notes or bonds (including the Certificates) or the interest thereon; or

(f) There shall exist any event or circumstance that either makes untrue or incorrect any statement of a material fact in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be amended or supplemented to supply such statement or information, or the effect of the Official Statement as so amended or supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the market price of, or market for, the Certificates, or the ability of the Underwriters to enforce contracts for the sale of the Certificates; or

(g) There shall have occurred any (i) new material outbreak of hostilities (including, without limitation, an act of terrorism), or (ii) new material other national or international calamity or crisis (including, but not limited to a pandemic) or any material adverse change in the financial or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof; or

(h) There shall be in force a general suspension of trading on the New York Stock Exchange (“NYSE”) or any other major exchange, the effect of which on the financial markets of the United States is such, in the reasonable judgment of the Representative, that would materially adversely affect the market price of, or market for, the Certificates, or the ability of the Underwriters to enforce contracts for the sale of the Certificates; or



(i) There shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the final Official Statement discloses are expected to occur; or

(j) A general banking moratorium shall have been declared by federal, New York, or State authorities; or

(k) Any proceeding shall be pending by the SEC against the Issuer; or

(l) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(m) A material disruption in securities settlement, payment, or clearance services affecting any municipal securities shall have occurred; or

(n) The purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition is not the result of the Underwriters' acts or failure to act; provided, however, that such prohibition occurs after the date of this Purchase Agreement; or

(o) Any rating on the Certificates, or on securities of the Issuer which are secured by a pledge on a parity with the Certificates, is reduced or withdrawn for credit related reasons or placed on credit watch with negative outlook by any major credit rating agency; or

(p) Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the NYSE, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order.

With respect to the conditions described in subparagraphs (n) and (p) above, the Representative is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Purchase Agreement that would permit the Representative to invoke the Underwriters' termination rights.

11. **Issuer Obligations Subject to Performance by Underwriters.** The obligations of the Issuer hereunder are subject to the performance by the Underwriters of their obligations hereunder.

12. **Survival of Representations, Warranties.** Unless otherwise set forth herein, all representations of warranties of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters or the Issuer and shall survive the Closing.

13. **Expenses.** (a) The Issuer will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Purchase Agreement, including, but not limited to, (1) mailing or delivery of the Certificates; (2) costs of preparing, printing, and mailing the Preliminary Official Statement and the Official Statement and any amendment or supplement to the Official Statement; (3) fees and disbursements of Bond Counsel; (4) any fees charged by investment rating agencies for the rating of the Certificates; (5) any paying agent/registrar fees; and the (6) fees and expenses of Hilltop Securities, Inc. (the “*Financial Advisor*”) to the Issuer. The Underwriters shall pay (1) all advertising expenses in connection with the public offering of the Certificates; and (2) all other expenses incurred by it in connection with its public offering and distribution of the Certificates, including the fees and disbursements of Underwriters’ Counsel and all other expenses incident to the performance of the obligations of the Underwriters under this Purchase Agreement.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Certificates.

14. **Other Transactions by Underwriters and Issuer.** The Underwriters or their affiliates may from time to time, in their individual capacity and separate and apart from the transactions contemplated hereby and the compensation provided for herein, sell securities to, provide derivative products to, engage in swaps with, and enter into other transactions with the Issuer, or its agents acting in its behalf, and shall be entitled to retain any compensation or profits inuring to the Underwriters or their affiliates in connection therewith as approved by the Issuer.

15. **Notices.** Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, Attention: City Manager; and any notice or other communication to be given to the Representative under this Purchase Agreement may be given by delivering the same in writing to Frost Bank, 2950 North Harwood Street, 12<sup>th</sup> Floor, Dallas, Texas 75201, Attention: Duncan Morrow.

16. **No Personal Liability.** None of the members of the City Council, nor any officer, agent or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Purchase Agreement or any other document relating to the Certificates, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Purchase Agreement or any other document relating to the Certificates.

17. **Parties in Interest.** This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the Underwriters) and no other person, including any purchaser of the Certificates, shall acquire or have any right hereunder or by virtue hereof.

18. **Effectiveness.** This Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

19. **Entire Agreement.** This Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings between the parties. This Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

20. **Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State and the United States of America.

21. **No Boycott of Israel.** Each of the Underwriters hereby verifies that it and its respective affiliates do not boycott Israel and, to the extent this Purchase Agreement is a contract for goods or services, will not boycott Israel during the term of this Purchase Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and "affiliate" of an Underwriter means any for-profit sole proprietorship, organization, association, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company that owns all or a majority in interest of each Underwriter as well as any wholly- or majority-owned subsidiary of or other entity that controls, is controlled by, or is under common control with an Underwriter and exists to make a profit.

22. **Iran, Sudan and Foreign Terrorist Organizations.** Each of the Underwriters hereby verifies that neither it, nor any parent company, wholly- or majority-owned subsidiary, or other affiliate of such Underwriter is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal law and excludes each Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each of the Underwriters understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

23. **Verification Regarding Energy Company Boycotts.** To the extent this Purchase Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each of the Underwriters hereby verifies that it

and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Purchase Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and State law; or (B) does business with a company described by (A) above. As used in this Section each of the Underwriters understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the respective Underwriter and exists to make a profit.

Each Underwriter for whom a verification is required of the verifications described by Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, shall provide such verifications in a form acceptable to the Attorney General of the State of Texas.

**24. Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Purchase Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Purchase Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in this Section each of the Underwriters understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the respective Underwriter and exists to make a profit.

As used in the foregoing verification and the following definitions,

(a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm

accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Each Underwriter for whom a verification is required of the verifications described by Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, shall provide such verifications in a form acceptable to the Attorney General of the State of Texas.

25. **Attorney General Standing Letter.** Each of the Underwriters represents that it has, or will have prior to the Closing Date, on file with the Texas Attorney General a standing letter addressing the representations and verifications in Sections 21 through 24 of this Purchase Agreement, in a form acceptable to the Texas Attorney General. In addition, if any Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter (a “***Comptroller Request Letter***”) from the Texas Comptroller of Public Accounts in connection with a review of their standing letter, such Underwriter shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to the Closing Date and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the “***Bringdown Verification***”). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

26. **Extraordinary Assignment.** The Representative hereby represents that neither it nor its parent company, a wholly- or majority-owned subsidiary or any other affiliate of the Representative has received a Comptroller Request Letter. If any Underwriter (other than the Representative) or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter has heretofore received a Comptroller Request Letter, and the Issuer gives written notice (which may be by e-mail) to such Underwriter and the Representative that such Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter (A) appears on a list published by the Texas Comptroller of Public Accounts pursuant to Section 809.051, Texas Government Code, prior to the Closing, or (B) has not provided a Bringdown Verification in a form accepted by the Texas Attorney General for the delivery of their approving opinion at Closing, then all right, title, and interest of such Underwriter in, to, and under this Purchase Agreement (and any agreement among the Underwriters related to the Certificates) shall be assigned to and assumed by the other Underwriters, in proportion to the percentage participations of the remaining Underwriters established by the agreement among the Underwriters, without any further action on the part of the Underwriters or the Issuer. The Representative shall give prompt notice of any such assignment and assumption to the Underwriters.

27. **Form 1295.** Each of the Underwriters not exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof has delivered to the Issuer a Certificate of Interested Parties Form 1295 (“***Form 1295***”) and certification of filing generated by the Texas Ethics Commission’s (the “***TEC***”) electronic portal, signed by an authorized agent of each respective entity and notarized, prior to the execution of this Purchase Agreement by the Issuer and the Representative. The Underwriters and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number in the Form 1295, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295 and neither the Issuer nor its consultants have verified such information.

Each Underwriter that has not delivered a Form 1295 to the Issuer represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, such Underwriters are not required to file a Form 1295 otherwise prescribed thereunder.

The Underwriters and the Issuer agree that the transactions contemplated by this Purchase Agreement and the respective obligations of the Underwriters and the Issuer hereunder, including the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Certificates and the obligation of the Issuer to sell and deliver the Certificates to the Underwriters, shall not be modified, released or excused by the failure of any Underwriter to properly complete a Form 1295.

28. **Severability.** If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

29. **Section Headings.** Section headings have been inserted in this Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Agreement and will not be used in the interpretation of any provisions of this Purchase Agreement.

30. **Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the officially authorized and designated officers of the Issuer shown below and shall be valid and enforceable as of the time of such acceptance.

*[Execution pages to follow]*

Very truly yours,

FROST BANK  
BOK FINANCIAL SECURITIES, INC.

BY: FROST BANK

By: \_\_\_\_\_  
Authorized Signatory



Accepted and agreed to at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2022.

CITY OF MANSFIELD, TEXAS

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

By: \_\_\_\_\_  
City Secretary

## SCHEDULE I

\$ \_\_\_\_\_  
**CITY OF MANSFIELD, TEXAS**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**  
**SERIES 2022**

Dated Date: August 1, 2022

Delivery Date: September 7, 2022 (interest will accrue from this date)

\$ \_\_\_\_\_ **Serial Certificates**

<b>Maturity 2/15</b>	<b>Amount</b>	<b>Interest Rate (%)</b>	<b>Initial Yield (%)</b>	<b>Maturity 2/15</b>	<b>Amount</b>	<b>Interest Rate (%)</b>	<b>Initial Yield (%)</b>
2023				2033			
2024				2034			
2025				2035			
2026				2036			
2027				2037			
2028				2038			
2029				2039			
2030				2040			
2031				2041			
2032				2042			

\$ \_\_\_\_\_ **Term Certificate(s)**  
(Interest to accrue from the Delivery Date)

\$ \_\_\_\_\_ % Term Certificates due February 15, 20\_\_\_\_, Priced to Yield \_\_\_\_\_%

\* Yield shown is yield to first call date, February 15, 20\_\_\_\_.

**Optional Redemption.** The Issuer reserves the right, at its option, to redeem the Certificates, having stated maturities on and after February 15, 20\_\_\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20\_\_\_\_, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

**Mandatory Redemption.** The Certificate maturing February 15, 20\_\_\_\_ (the “Term Certificate”) is subject to mandatory sinking fund redemption prior to its stated maturity and shall be redeemed in part at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

**Term Certificates Stated to  
Mature on February 15**

<b>Year</b>	<b>Principal Amount</b>

\*\* Stated Maturity

**HELD MATURITIES**

**[None.]**

**EXHIBIT A**  
**FORM ISSUE PRICE CERTIFICATE**

**ISSUE PRICE CERTIFICATE**

**\$ \_\_\_\_\_**

**CITY OF MANSFIELD, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2022**

**[TO BE PROVIDED BY BOND COUNSEL]**

**[EXECUTION PAGE FOLLOWS]**

FROST BANK

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

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

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

Dated: \_\_\_\_\_, 2022

Signature page to the Issue Price Certificate pertaining to the  
“City of Mansfield, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2022”

## **SCHEDULE A**

### **General Rule Maturities and Hold-the-Offering-Price Maturities**

#### **General Rule Maturities**

City of Mansfield, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022:

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#### **Hold-the-Offering-Price Maturities**

[None.]

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*



**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

**[LETTERHEAD]**

\_\_\_\_\_, 2022

City of Mansfield Texas  
Mayor and City Council  
1200 E. Broad Street  
Mansfield, Texas 76063

Frost Bank  
BOK Financial Securities, Inc.  
c/o Frost Bank  
2950 North Harwood Street, 12<sup>th</sup> Floor,  
Dallas, Texas 75201

Re:     \$\_\_\_\_\_ City of Mansfield, Texas Combination Tax and Revenue Certificates of  
Obligation, Series 2022 (the “Certificates”)

Ladies and Gentlemen:

In reference to the issuance and sale of the above described Certificates and our serving as Bond Counsel for the City of Mansfield, Texas (the “Issuer”), we prepared the ordinance authorizing the issuance of the Certificates, finally passed and adopted by the Issuer on August 8, 2022 (the “Ordinance”), The Ordinance also approved and authorized the distribution of the final Official Statement, dated August 8, 2022 (the “Official Statement”) relating to the Certificates, and approved and authorized the execution of the Purchase Agreement (the “Purchase Agreement”), dated August 8, 2022, with Frost Bank and BOK Securities, Inc. (collectively, the “Underwriters”). Additionally, we have examined certified copies or executed counterparts of the Ordinance, the Purchase Agreement, and certain other proceedings relating to the issuance and sale of the Certificates.

Based upon the foregoing, and our examination of such other information and documents as we believe necessary to enable us to render this opinion, we are of the opinion that:

- A.     The Ordinance has been duly adopted by the Issuer and is in full force and effect.
- B.     The Certificates are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary in connection with the offering and sale of the Certificates to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act.
- C.     Except to the extent noted herein, we did not take part in the preparation of the Official Statement, have not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein except that, in our capacity as Bond Counsel for the Issuer, we have reviewed the statements and information contained in the Official Statement appearing under the captions “THE CERTIFICATES” (except under the subcaptions “Book-Entry-Only System,” “Certificateholders’ Remedies,” “Use of Proceeds” and the last sentence under “Tax Rate Limitation”), “TAX MATTERS,” “CONTINUING DISCLOSURE OF INFORMATION” (except under the subcaption

“Compliance With Prior Undertakings”) and the subcaptions “Legal Matters” (except for the last two sentences of the first paragraph thereof), “Registration and Qualification of Certificates for Sale”, and “Legal Investments and Eligibility to Secure Public Funds in Texas” under the caption “OTHER INFORMATION,” and we are of the opinion that the information relating to the Certificates and legal matters contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance.

The opinions expressed herein are for the sole benefit of, and may be relied upon only by you, and are not otherwise to be used, circulated, quoted, or referred to, in whole or in part, without the prior written consent of both firms in each and every instance.

By this letter you are authorized to rely upon our Bond Counsel opinion of even date herewith only in connection with the transaction to which reference is made in the first paragraph of this opinion, and such opinion may not be relied upon by any other person for any purposes whatsoever without our prior written consent.

Respectfully submitted,

## EXHIBIT C

### **FORM OF OPINION OF UNDERWRITERS' COUNSEL**

#### ***[LETTERHEAD OF UNDERWRITERS' COUNSEL]***

Frost Bank  
BOK Financial Securities, Inc.  
c/o Frost Bank  
2950 North Harwood Street, 12<sup>th</sup> Floor,  
Dallas, Texas 75201

Re: \$\_\_\_\_\_ City of Mansfield, Texas Combination Tax and Revenue Certificates of  
Obligation, Series 2022

Ladies and Gentlemen:

We have acted as your counsel as the underwriters of the securities described above (the “*Securities*”), issued under and pursuant to an ordinance adopted by City of Mansfield, Texas (the “*Issuer*”) on August 8, 2022 (the “*Ordinance*”) which Securities you are purchasing pursuant to a Purchase Agreement dated August 8, 2022 (the “*Purchase Agreement*”). All capitalized undefined terms used herein shall have the meaning set forth in the Purchase Agreement.

In connection with this opinion letter, we have considered such matters of law and of fact and have relied upon such certificates and other information furnished to us, as we have deemed appropriate as a basis for our opinion set forth below. We are not expressing any opinion or views herein on the authorization, issuance, delivery or validity of the Securities, and we have assumed, but not independently verified, that the signatures on all documents and Securities that we have examined are genuine.

Based on and subject to the foregoing, we are of the opinion that, under existing laws, the Securities are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters, and because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Preliminary Official Statement dated July 27, 2022 (the “*Preliminary Official Statement*”) and the Official Statement dated August 8, 2022 (the “*Official Statement*”) and because the information in the Official Statement under the heading “TAX MATTERS” and the Appendices thereto were prepared by others who have been engaged to review or provide such information, we are not passing on and do not assume any responsibility for, except as set forth in the last sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (including any appendices, schedules and exhibits thereto, and any information incorporated by

reference) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our review of the Preliminary Official Statement and the Official Statement, we had discussions with representatives of the Issuer regarding the contents of the Preliminary Official Statement and the Official Statement. In the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as your counsel, we had discussions with representatives of the Issuer, including its City Attorney, Bond Counsel, and the Financial Advisors, regarding the contents of the Preliminary Official Statement and the Official Statement. In the course of such activities, no facts came to our attention that would lead us to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the date hereof (except for the financial statements and other financial, technical, engineering or statistical statements and data contained therein, any estimates, assumptions, projections or expressions of opinion, the information set forth under the headings "TAX MATTERS" and the Appendices thereto, as to which we express no opinion), contained or contain any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, assuming that the Ordinance has been duly adopted by the Issuer, and constitute valid and legally binding obligations of the Issuer, enforceable in accordance with their terms, the Ordinance provides a suitable basis for the Underwriters reasonably to determine that the Issuer has undertaken to provide, directly or indirectly, the information required to be provided in connection with the Securities pursuant to paragraph (b)(5)(i) of United States Securities and Exchange Commission Rule 15c2-12 (17 C.F.R., Part 240, Section 240.15c2-12) under the Securities and Exchange Act of 1934, as amended.

The opinions expressed herein are expressed only insofar as the laws of the United States of America may be applicable. This opinion letter may be relied upon by only you and in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent.

Respectfully submitted,



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4822

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Discussion Item

**Agenda Number:**

**Title**

Consideration of a Community Activation Grant Application Made by the Historic Mansfield Performance Park and Historic Mansfield Business Association

**Requested Action**

To consider the approval or denial of a Community Activation Grant Application and if approved, determine the amount of funding to be awarded.

**Recommendation**

Defer to City Council.

**Description/History**

On May 24, 2021 the City of Mansfield passed a resolution creating the Community Activation Grant Program designed to subsidize the fees associated with producing special events, live entertainment production, promotion of local artists, and other community activation efforts.

**Justification**

N/A

**Funding Source**

Historic Downtown Grant Fund

**Prepared By**

Nicolette Ricciuti

Historic Downtown Mansfield Coordinator

817-276-4264



# HISTORIC DOWNTOWN MANSFIELD COMMUNITY ACTIVATION GRANT

Approved May 24, 2021

## Program Purpose

To subsidize the fees associated with producing special events, live entertainment production through AV/sound equipment upgrades, programs that promote local artists, and other community activation efforts within the Historic Downtown Mansfield area.

Assistance from the City of Mansfield on any event, fundraiser, or community function is intended and expected to help create more walkability and to encourage unique visitors to the downtown area. Funded events are expected to provide unique opportunities for business promotion and experiences for visitors and residents to support the community as a whole.

This program provides grant assistance for organizations, individuals, and/or businesses to incentivize successful events within the Historic Downtown Mansfield area by (1) establishing mutually beneficial partnerships between the City and the community; (2) equitably controlling how the City provides event contributions to eligible organizations; (3) creating visibility for downtown through event publicity and promotion during event activities; and (4) supporting the Downtown Development Strategies adopted by the Mansfield City Council on July 27, 2020.

Grant awards are available to a wide variety of community activation events including sporting, tourism, arts and cultural, general, health and human services, and major community events. Only events/activities hosted within the Historic Downtown Mansfield area may participate in this program.

## How will projects be chosen?

Applications can also be accepted on a rolling basis throughout the year within the identified timeframe that is appropriate to the date of the event.

City Staff will determine eligibility based on information provided in the application package, comments from other City departments, and in accordance with the Community Activation Grant Program expectations.

Each applicant may apply for grant funding for the same project no more than three (3) years total. A project is 1) a single event, performance, and/or activity; or 2) a series of events, performances, or activities that are related. All grant monies must go directly to the activities associated with the project.

## Community Activation Grant Requirements

In the case of the Community Activation Grant, recipients must meet the following requirements:

- ❑ Agree to create visibility for the Historic Downtown Mansfield area through prominent acknowledgement of its support and assistance, using event publicity at the event itself (will utilize City-provided logos in all marketing materials). Promotional opportunities will be provided as detailed in the application and require approval from City Staff.
- ❑ Applications must be submitted at least **thirty (30) days prior** to the event, but **no more than one hundred and eighty (180) days prior**.
- ❑ Applicants are required to submit an event summary (proposed event activities, needs, and expected outcomes such as financial goals and estimated attendance), a budget from the prior year's event (if applicable), and a proposed event budget for the current event.
- ❑ All recipients receiving grant awards are required to complete an Event Recap Report within 30 days of the event's end. Any organization which does not comply with this will be ineligible for future requests.
  - ❑ The Event Recap Report is a full written Financial Accounting and Evaluation Report. The Report will describe the project and will include copies of programs, brochures, flyers, original press releases, news clippings, photos of events, and related documents. The report will also include a final itemized budget of costs incurred and description of foot traffic/customers served. If after 30 days recipients fail to submit the Event Recap Report, any remaining funds will be automatically forfeited.
  - ❑ If extenuating circumstances occur, it is the responsibility of the organization to contact the City of Mansfield to request a 30-day grace extension.
- ❑ Recipients for community events/activities are required to offer in-kind event participation and other contributions of goods, services, or programs that will benefit Historic Downtown Mansfield and support its mission to provide for unique opportunities for businesses and experiences for visitors and residents.
  - ❑ Examples of such contributions may include: vendor booth/table space at the event, VIP seating, event tickets, etc.
- ❑ Must be open to the public.
- ❑ Provide an economic benefit to the Historic Downtown Mansfield area.
- ❑ May recur annually.
- ❑ For businesses/property owners in the Historic Downtown area, recipients are eligible to use grant funding to reimburse the purchase of site-specific, installed equipment which provides them the opportunity to provide live entertainment (ex: professional quality audio-entertainment systems).
- ❑ For art grants, artists may apply to receive project-based funding, and will be required to include City-provided logos on their website sponsor page, onsite (sponsor signage), and any collateral associated with the grant award.



## Eligible Community Activation Grant Projects List

The following is a list of eligible expenditures for reimbursement, including but not limited to:

- Equipment rental (AV, stage, traffic control, etc)
- Expendable supplies/materials (for example: paint supplies for an art exhibition)
- Marketing, Printing, Publications (which promote the event to the City and surrounding areas)
- Public Safety/Policing

The Community Activation Grant program supports community events, such as, \*but not limited to:

<ul style="list-style-type: none"> <li>• Music festivals</li> <li>• Concerts</li> <li>• Parades</li> <li>• Expos</li> <li>• Art shows or events</li> </ul>	<ul style="list-style-type: none"> <li>• Food festivals and events</li> <li>• Holiday events</li> <li>• Community education events</li> <li>• Rodeos</li> <li>• Car Shows</li> </ul>
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\*An applicant may apply for grant funding for an event other than those listed above. The eligibility of the event for program funds will be determined by City Council. Additionally, an applicant will not be eligible to receive funding for a project that is receiving Hotel Occupancy Tax Fund Incentives.

## Ineligible Community Activation Projects

- ☐ Private functions that are not open to the public
- ☐ Lobbying, legislative efforts, political action committees, causes, campaigns or candidates or projects/programs promoting a political agenda
- ☐ Programs, projects, or events promoting a religious doctrine
- ☐ Organizations that discriminate based on race, ethnicity, color, sex, religion, age, national origin, ancestry, citizenship, sexual orientation, gender identity and/or expression, disability, marital status, genetic information, veteran status, or other legally protected factors
- ☐ Multi-year commitments
- ☐ Events that are completed or conducted before the date of the application
- ☐ Projects or organizations that have not satisfactorily fulfilled their obligations to the City
- ☐ Permit fees, media services (for private purposes), and liquor license fees do not qualify for grant reimbursement

## **Helpful questions to consider when applying for the Community Activation Grant:**

1. Is the event located in Historic Downtown Mansfield?
2. Does the event meet or support the Downtown Development Strategies?
3. Will the event provide a unique experience and be a benefit to the visitors and residents of the City?
4. Is the event open to the public?
5. Will the event proceeds, if any, benefit the community as a whole?
6. If successful, will the event have a meaningful economic impact?
7. Is this the best possible use of the program's limited resources?
8. Has the applicant been awarded an incentive payment in the previous twelve (12) months?

## **GRANT FUNDS**

Determination on the funding amount and matching requirement (if any) will be determined upon approval of the application by the Mansfield City Council. Awards will be reimbursed upon receipt of proof of expenditures. Awards are intended for the eligible costs/activities outlined in the Eligible Community Activation Grant Projects list.

Organizations are allowed to request the award in advance of the event when funds are to be used for marketing and promotional purposes. In this instance, an invoice for payment must be submitted to the City of Mansfield, who may make the payment to the payee/vendor on behalf of the organization.



## HISTORIC DOWNTOWN MANSFIELD COMMUNITY ACTIVATION GRANT APPLICATION

The Historic Downtown Mansfield Community Activation Grant Program is designed to help subsidize the fees associated with producing special events, live entertainment production through AV/sound equipment upgrades, programs that promote local artists, and other community activation efforts within the Historic Downtown Mansfield area. The applications are submitted to the Historic Downtown Coordinator, and upon qualification of eligibility requirements applications will go to City Council for approval. Please contact staff if you have any questions about eligibility or documentation.

Submit Applications to:

Mansfield City Hall  
Attn: Nicolette Allen  
1200 East Broad St.  
Mansfield, Texas 76063

Office: 817-276-4264

Email: [historicdowntown@mansfieldtexas.gov](mailto:historicdowntown@mansfieldtexas.gov)

Date of Application	July 29, 2022
Business/Organization Name	Historic Mansfield Performance Park/ Historic Mansfield Business Assoc.
Applicant's Name	Justin Gilmore, Daryle and Melisa Perez
Address	110 S. Main St., Mansfield, Texas 76063
Phone Number	817-915-6932 (Melisa)
Email	melisa.perez73@gmail.com
Website	<a href="http://www.thelotdowntown.com">www.thelotdowntown.com</a> and <a href="http://www.FreedomFestMansfield.com">www.FreedomFestMansfield.com</a>
Tell us about your event (use a separate page if additional space is needed.)	
What specific event or activity is being promoted or marketed?	<p>Celebrate unity with the community of Mansfield. Commemorate September 11th and honor the example of the bravery our first responders, police, fire and military face everyday. We want to honor those who serve our community and nation.</p> <p>We have confirmed artist, September Moon, Kate Watson and Josh Weathers to provide music. The fire and police honor guard will present colors.</p> <p>KidZone for the kiddos, Cornhole tournament, Vendors with products for sale, Food Trucks (we are limiting them so that we can encompass the restaurants from the Backyard and Downtown.</p>

How will your event help promote community activation in Historic Downtown Mansfield?	The event will bring a crowd from our local and surrounding communities to the historic downtown area of Mansfield. This will give the local businesses, restaurants, The Lot venue exposure..... capturing the audience for future business in our historic downtown, as well as, other parts of our amazing city.
Total amount of funds requested to promote this event or activity	\$10,000 - \$15,000
Date(s), Time, Location of Event	Sunday, September 11, 2022 4:00 - 9:00 pm The LOT Downtown 110 S. Main St. Mansfield, Texas 76063
Total Number of Days of the Event	<div>1 _____ day(s)</div> <div>Consecutive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>
Has the Organization/Applicant applied for fund for this event before?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a one time only event or a recurring event?	<input type="checkbox"/> Singular <input checked="" type="checkbox"/> Recurring
Is one of the goals of this event to raise funds for charity/scholarship?	<div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div>If so, what percentage of funds raised will be donated or given away? 10% to locally selected organizations</div>
Choose the category(ies) that applies to your event or activity:	<input checked="" type="checkbox"/> Music festivals <input type="checkbox"/> Concerts <input type="checkbox"/> Parades <input type="checkbox"/> Expos <input type="checkbox"/> Art shows or events <input checked="" type="checkbox"/> Food festivals and events

	<input type="checkbox"/> Holiday events <input type="checkbox"/> Community education events <input type="checkbox"/> Rodeos <input type="checkbox"/> Car Shows <input checked="" type="checkbox"/> Other: <u>Honoring our 1st responders</u>												
Projected Attendance	4,000 - 5,000 This is the first event and hopefully it will continue to grow. We will be marketing the event with billboard, social media outlets and printed marketing collateral.												
Previous Year's Attendance (put N/A if not applicable)	N/A												
Describe your attendance goals for this event and identify steps used to achieve these goals.	(use a separate page if additional space is needed)												
Registration/Entrance fee per visitor (if any)	FREE												
<b>FUNDING AND MARKETING</b> The organization applying for the grant is expected to make every effort to develop a viable budget and an effective marketing plan that is designed to promote your event to residents and visitors.													
Describe your <b>budget</b> . Please provide a budget list that includes any current expenditures as well as all projected event costs (rentals, entertainment, traffic control, safety, marketing, etc.).													
<table border="1"> <thead> <tr> <th>Item/Description</th><th>\$ Amount</th></tr> </thead> <tbody> <tr> <td><i>I.e. Promotions (brochures, social media ad boosting, posters)</i></td><td>\$3,000</td></tr> <tr> <td>SEE ATTACHED EST. BUDGET</td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>		Item/Description	\$ Amount	<i>I.e. Promotions (brochures, social media ad boosting, posters)</i>	\$3,000	SEE ATTACHED EST. BUDGET							
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<i>I.e. Promotions (brochures, social media ad boosting, posters)</i>	\$3,000												
SEE ATTACHED EST. BUDGET													
(use a separate page if additional space is needed) Do you have the prior year's event budget attached to the application? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable													
Applicants are expected to obtain at least 50% of the expected costs.													

Total costs for period of use	\$ 63,395			
Funding requested from Council	\$ 63,395			
Confirmed funds from other sources	\$			

Describe your **marketing plan**. Please provide a detailed list of the media used, amount spent, type of product used (brochure, website, print ads, etc). Be prepared to identify the promotional opportunities which will create publicity for the Historic Downtown Mansfield area.

Media/Product Type	Site/Location	Target Audience	\$ Amount	Will the Downtown Program be included in this promo?
<i>I.e. 3,000 brochures</i>	<i>Bicycle shops in DFW</i>	<i>Cycling pros</i>	<i>\$2,000</i>	<input type="checkbox"/>
Billboard	Hwy 287	Families	5000	<input type="checkbox"/>
Social Media Outlets	Facebook/Instagram	Families	2500	<input type="checkbox"/>
Website	The Lot and FreedomFestMansfield.com	Families	2500	<input type="checkbox"/>
Printed Mat./Magazine Ad	Arlington Today/Living	Families	2500	<input type="checkbox"/>

*(use a separate page if additional space is needed)*

Total advertising/promotion budget for the specific activity/event for which you are applying:  
12, 500 - 15,000 Marketing to Mansfield, Midlothian, Arlington, Grand Prairie, Rendon, Venus and Alvarado.

What is your organization's direct contribution to the activity/event budget?

What other sources of funding are being used for this activity/event?  
Sponsors, Vendors, T-Shirt Sells, and Beer sells.

Describe your **financial goals** for this event and identify steps used to achieve these goals:  
We are soliciting sponsors, selling shirts at the event, making a % from the sell of beverages and from the Cornhole tourn.

What impact will funds from the Community Activation Grant Program have on the viability of this event:

The Community Activation Grant will give us the needed funding to get this event started and be successful for future events.

Recipients for community events/activities are required to offer in-kind event participation and other contributions of goods, services, or programs that will benefit the Historic Downtown Program and support its mission to provide for unique opportunities for business promotion and experiences for visitors and residents to support the community as a whole. Examples of such contributions may include: free vendor booth/table space at the event, VIP seating, event tickets, etc.

Describe the **in-kind event participation opportunity** you will provide.

Item	Quantity	Cost Equivalent
<i>I.e. 10x10 booth space at event</i>	<i>1</i>	<i>\$50</i>
Booth Space	1	\$100
VIP Area with Food for Dignitaries	15	\$1000

SPECIAL NOTE: Grants from the Historic Downtown Mansfield Community Activation Grant Program must be used only for applicable reimbursements related to community activities. Expenditure of funds for unauthorized reimbursements will impact funding decisions and an applicant's future funding eligibility.

Applicants agree that they are responsible for ensuring that they comply with all licenses, health and safety considerations, planning regulations, insurance, rents, rates, and other operational requirements. If the applicant will be hosting vendors or selling merchandise on-site, they agree to utilize a Sales Tax I.D. Certificate within the City of Mansfield Zip Code 76063 sales boundary.

Applicants agree to indemnify and hold harmless the City of Mansfield/Historic Downtown Mansfield staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Mansfield pursuant to this contract.

If approved, an offer will be made to the applicant in writing. Funding will be subject to a formal agreement to be signed by both parties. This will include the requirement for robust account-keeping

and monitoring of the impact on the business. Applicants should retain evidence of costs/expenses incurred in the form of receipts.

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications. If you have any questions regarding any aspect of the Historic Downtown Mansfield Community Activation Grant Program, call 817-276-4264.

**APPLICANT**

## Historic Mansfield Performance Park

Organization Name

7/29/2022

Date \_\_\_\_\_

Signature of Authorized Representative

Daryle Perez and Justin Gilmore

Printed Name of Authorized Representative



### Application Attachments

In addition to this completed and signed application, include the following attachments when you submit your grant request:

- ☐ Itemized budget for proposed project
- ☐ Letter from the property owner providing approval for the proposed project
- ☐ Any other information deemed necessary by City of Mansfield staff in order to fully understand the project

Please note, any modifications or alterations to the proposed project(s) must be submitted in writing to the City of Mansfield, and is subject to approval by the Mansfield City Council.

### Helpful Guidance

Regarding the **marketing plan**, if your project is selected, Historic Downtown Mansfield may require to be listed as an EVENT SPONSOR of your event or activity. Organizations shall comply with the following request for acknowledgement of sponsorship:

1. Include the line "This project was made possible, in part, by a grant from Historic Downtown Mansfield" in press releases and other literature.
2. All use of official logos shall be submitted in writing to Historic Downtown Mansfield.
3. Promotional pieces submitted to media outlets should be submitted simultaneously to Historic Downtown Mansfield. Historic Downtown Mansfield may be reached at 817-276-4264.
4. Each promotional piece must have a telephone number that can be called for more information.
5. Provide a website address for those seeking information.
6. Follow other/additional requirements as put forth in the award notification letter.

### Supplemental Information

<https://earth.google.com/earth/d/1u2jXVY580jF0oIQ-Kvz-y6Fb4VZ6wx40?usp=sharing>

#### Performing Artists:

1. September Moon
2. Kate Watson
3. Josh Weathers

Funds Requested for Event Promotion: \$10,000-\$15,000

Projected Attendance: 4,000 - 5,000

- Music Alley 2022 reported ~4,000 attendees

In-kind donation to Historic Downtown Revitalization Program listed as:

- Booth space (cost: \$100)
- 15 tickets to VIP area with food for dignitaries (cost: \$1,000)

Applicant requesting grant award amount of \$63,395

What % matching funds does Council want to approve?

### Questions to Applicant

1. How many food/retail vendors will there be, and what is the booth fee?

Booth fees: Vendor \$100 and Food Vendors \$200. Due to the limited space for this year, we are soliciting 4 food trucks - projected revenue is \$800. Art/Product Vendors Qty 24. Projected revenue is \$2400. Total food/retail booth projected revenue is \$3200.

2. What is the projected revenues regarding beer/wine sales?

This being our first year, we have provided an estimate. We are working with the Veterans Memorial Foundation committee to help with this estimate. We want to increase the budget from \$2500 to \$5000 for the cost of the alcohol. Beer is around \$35/case, and will be sold for \$7/can. \$2500 would bring in \$11,928, with a profit margin of \$9428. We will then share a portion of the profits with the Veterans Memorial Foundation. With an increased beverage line item to \$5000, this would equate to a profit margin of \$18,856.

3. Is one of the goals of this event to raise funds for charity/scholarship?
  - Applicant states 10% of funds raised pledged to locally selected organizations

See response above designating the Veterans Memorial Foundation as a fundraising partner. They will receive 100% of the wristband sales, and we will share profits from the alcohol sale. We are still finalizing the details.

4. What is projected regarding t-shirt sales and cornhole tournament registrations? Is the included \$2500 cost associated with t-shirt printing?

Yes, the \$2500 is the cost for printing 200-250 shirts. We plan to sell a limited number of commemorative t-shirts for the event, and give away 50 shirts as prizes. Sales of 150-250 shirts at \$30/shirt have estimated revenue of \$4500-\$6000. A nonprofit, cornhole4community, is running the cornhole tournament for us, so there will be no expenses associated with hosting the tournament. If all 32 team slots are filled, we will have a revenue of \$250.

5. Will you sell tickets for the VIP area, if so, what is the cost?

No, this is for the sponsors/dignitaries/city council/community leaders.

6. Regarding the VIP area, it appears that food and drink will be provided. What is the estimated expense for food/drink?

The food and beverages are grouped together in the expense budget. Our estimate for food for 50 persons from Hector Valdez is \$1000-\$1300. This is for full service catering for the VIP area, including servers. Estimated beverage cost for beer/wine/water/soda is \$200-300.

7. Event Promotion - can you provide more detail on the magazine advertisement as far as cost to print and which outlets you will utilize?

We have spoken with Arlington Today, and the deadline to submit materials is 8/17 for printing in the September issue. Full page ad cost is \$1800. We are hoping to negotiate an in-kind donation for sponsorship recognition. We are waiting for a response from Living Magazine as well. We have contacted the Mansfield NOW Magazine for Mansfield/Arlington/Grand Prairie and the deadline to submit materials is 8/23 for printing in the September issue.  $\frac{2}{3}$  page ad cost is \$874. The estimated budget provided includes \$2500 for graphic work for these ads, so some of the cost for the ads are in the graphic work line item. Even if we cannot negotiate discounted rates, we can still afford to print ads in both magazines and have funds to print posters and/or postcards for the businesses to hand out.

8. Klein Tools is listed as the title sponsor on your documents. What sponsorship revenue have you received?

Klein Tools has pledged \$10,000 as the event Presenting Sponsor.

9. Can you provide your sponsorship campaign?

**Presenting Sponsor - \$10,000**

20 VIP Passes include reserved seating, food and beverages.  
20 Commemorative Shirts  
Premium signage on stage LED Screen as Presenting Sponsor  
Logo/name on website, social media, emails, and printed promotional collateral  
Live acknowledgment as Presenting Sponsor throughout the event  
Opportunity to address audience from the stage prior to headlining artist  
Shoot shirts out of T-Shirt Launcher to audience  
Booth Space at the event

**Red Level Sponsor - \$5000**

10 VIP Passes include seating, food and beverages.  
10 Commemorative Shirts  
Premium signage on stage LED Screen as Red Level Sponsor  
Logo/name on website, social media, emails, and printed promotional collateral  
Live acknowledgment as Red Level Sponsor  
Booth Space at the event

**White Level Sponsor - \$2500**

4 VIP Passes include seating, food and beverages.  
4 Commemorative Shirts  
Signage on stage LED Screen as White Level Sponsor  
Logo/name on website, social media, emails, and printed promotional collateral  
Booth Space at the event

**Blue Level Sponsor - \$1500**

4 Commemorative Shirts  
Name on stage LED Screen as Blue Level Sponsor  
Small logo/name on website, social media, emails, and printed promotional collateral  
Booth Space at the event.

10. Please confirm if a TABC boundary is required for a Temporary Event Permit for alcohol sales. Also, there is no estimated cost included for ice.

We are waiting for clarification to this question from TABC. In the past we submitted a site map of the area and the outlined barricaded area was sufficient. We are adding \$150 in the budget for ice.

11. Can you please provide more detail and breakdown on what is included in the production/LED screen/staff cost for the performance?

The Lot is providing the stage and the main speaker system. The stage speakers, monitors, all the band sound equipment, stage lighting, LED Screen, labor to run all the sound/lighting/tear down/setup etc. is contracted from an outside company, Emerald City Production.

12. In the same Program bucket, there is \$1,500 listed for "other". Can you provide more detail - is this for the performers, etc? What is included?

This is for items such as a dumpster from Republic Service and any other unforeseen cost. If needed, we could purchase additional ice from this line item as well.

## Marketing Plan for Freedom Fest Mansfield by Klein Tools

The LOT Downtown will be promoting the Downtown Historic Mansfield Area heavily.

This will include but not limited to: Magazine Ads, Billboard Ads along Hwy 287 headed towards Arlington, Posters will be placed in businesses within a 20 mile radius (Burleson, Midlothian, Grand Prairie, Arlington, Venus, Rendon, Fort Worth, etc., We will be reaching out to our local newspapers, podcast etc. We will be working with our local downtown businesses and associations and helping to promote them alongside the event.

### Marketing timeline:

1. Pre-event- Pre-event Page, Social Media Advertisements, Blog Post and Partner outreach.
2. Event Launch - Launch email Campaign, Press releases, blog and social media, Partnerships.
3. Day-to-day- Regular emails, social media and blogging, leadership and guest post, Paid Promotions
4. Last Call- Final Email Blast, Social Media and Blogging.  
Attendee referrals, Text blast, and INFLUENCER OUTREACH.

See Attached Budget for Cost.

# Freedom Fest Mansfield by Klein Tools

## Event Budget for Freedom Fest 2022

Site	Estimated	Updated
Barricades	\$1,000.00	
Site staff	\$1,500.00	
Equipment	\$0.00	
Porta Potties	\$1,200.00	
Tent Rental	\$1,000.00	
Tables and chairs	\$2,925.00	
<b>Total</b>	<b>\$7,625.00</b>	<b>\$0.00</b>

Miscellaneous	Estimated	Updated
Insurance	\$2,500.00	
Beverage Garden tent/table	\$700.00	
Trough rental for Beverages	\$70.00	
Beverages	\$2,500.00	\$5,000.00
Ready Ice	\$0.00	\$150.00
T-Shirts	\$2,500.00	
<b>Total</b>	<b>\$8,270.00</b>	<b>\$5,150.00</b>

Kid Zone	Estimated	Updated
Bounce House	\$1,000.00	
Supplies	\$800.00	
Art Bus	\$700.00	
Face Painting	\$300.00	
<b>Total</b>	<b>\$2,800.00</b>	<b>\$0.00</b>

VIP Event	Estimated	Updated
Tables/Chairs	\$500.00	
Drinks/Food Hector Valdez	\$1,500.00	
<b>Total</b>	<b>\$2,000.00</b>	<b>\$0.00</b>

Publicity	Estimated	Updated
Graphics work	\$2,500.00	
Billboards	\$5,000.00	
Posters/Magazine Ads	\$2,500.00	
Social Media	\$2,500.00	
<b>Total</b>	<b>\$12,500.00</b>	<b>\$0.00</b>

Program	Estimated	Updated
Performers	\$15,000.00	
Production/LED Screen/Staff	\$12,500.00	
Photography	\$1,200.00	
Other	\$1,500.00	
<b>Total</b>	<b>\$30,200.00</b>	<b>\$0.00</b>

Total Expenses	Estimated	Updated
	<b>\$63,395.00</b>	<b>\$68,545.00</b>

Revenues	Estimated
Beverage Sales (85%)	\$20,277.60
Cornhole Teams	\$250.00
Tshirt Sales	\$4,500.00
Food Vendors	\$800.00
Art/Retail Booths	\$2,400.00
Presenting Sponsor	\$10,000.00
Red Level Sponsor	\$5,000.00
White Level Sponsor	\$2,500.00
Blue Level Sponsor	\$1,500.00
<b>Total</b>	<b>\$47,227.60</b>

Profit/Loss	Estimated
Total revenue	\$47,227.60
Total expenses	\$68,545.00
<b>Total</b>	<b>(\$21,317.40)</b>



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4824

**Agenda Date:** 8/8/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Approving a Development Agreement Between the City of Mansfield, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, and SW Mansfield Development, LLC; Directing and Authorizing the City Manager or His Designee to Finalize and Execute the Development Agreement and Providing an Effective Date (Addendum to Agenda)

**Requested Action**

Consideration of the recommended participation and maximum funding amount provided by the Board of the Directors of TIRZ #1.

**Recommendation**

To approve the execution of the development agreement, not to exceed \$7,377,215.00, and providing only reimbursement based on actual ad valorem increment improvement value.

**Description/History**

On November 28, 2007, the Mansfield City Council approved Ordinance No. OR-1655-07 approving the Tax Increment Reinvestment Zone Project Plan and the Financing Plan. SW Mansfield Development, LLC made a presentation to the Board of Directors of the Tax Increment Reinvestment Zone Number One to request participation in funding public improvements related to their proposed 36 acre townhome development located near the intersection of Broad Street and Matlock Road. The Board of Directors provided a recommendation for approval of participation of funding amount not to exceed \$7,377,215.00.

**Justification**

The Agreement is in accordance with the purpose of the ordinance creating Tax Increment Reinvestment Zone Number One; and the Board of Directors of TIRZ #1 has recommended approval of and the expenditure of tax increment funds for the Agreement.

**Funding Source**

Tax Increment Reinvestment Zone Number One

**Prepared By**

Matt Jones

Assistant City Manager





**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, AND SW MANSFIELD DEVELOPMENT, LLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on December 10, 2012, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”), the Mansfield City Council approved Ordinance No. OR-1608, creating and designating Tax Increment Reinvestment Zone Number One (hereinafter called the “TIRZ #1”); and,

**WHEREAS**, on November 28, 2007, the Mansfield City Council approved Ordinance No. OR-1655-07 approving the Tax Increment Reinvestment Zone Project Plan and the Financing Plan; and,

**WHEREAS**, the Act authorizes the expenditure of tax increment funds derived within TIRZ #1 for the payment of expenditures and monetary obligations by a municipality consistent with the Tax Increment Financing Reinvestment Zone Project Plan; and,

**WHEREAS**, the City desires to approve an agreement with SW Mansfield Development, LLC, subject to the terms and conditions set forth in the proposed Development Agreement attached hereto as Exhibit “A” (the “Agreement”); and,

**WHEREAS**, the Agreement is in accordance with the purpose of the ordinance creating TIRZ #1; and,

**WHEREAS**, the Board of Directors of TIRZ #1 has recommended approval of and the expenditure of tax increment funds for the Agreement; and,

**WHEREAS**, upon full review and consideration of the recommendation of the Board of Directors of TIRZ #1, the City Council is of the opinion that the Agreement should be approved and the Agreement should be paid by the tax increment funds.

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

**SECTION 1.**

The Agreement attached hereto as Exhibit “A” is approved and the city manager, or his designee, is authorized to execute the Agreement.

**SECTION 2.**

This resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED THIS THE 8<sup>TH</sup> DAY OF AUGUST, 2022.**

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

**ATTEST:**

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

## **EXHIBIT A**

### **The Agreement**