



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

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Monday, September 26, 2022

3:00 PM

Council Chambers

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#### REGULAR MEETING

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

2. **WORSESSION**

Discussion Regarding Republic Services

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 Water Provider Agreement

Seek Advice of City Attorney Regarding HR Manual

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 #21-01

Economic Development Project #21-09

Economic Development Project #21-28

Economic Development Project #21-33

Economic Development Project #22-01

Economic Development Project #22-04

**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**

[22-4859](#) National Night Out Proclamation

**Attachments:** [National Night Out 2022](#)

[22-4946](#) Hunger Action Month Proclamation

**Attachments:** [Hunger Action Month](#)

**10. RECOGNITION**

Recognition of Common Ground



## Recognition of Local Toys For Tots

**11. 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.*

**12. COUNCIL ANNOUNCEMENTS****13. SUB-COMMITTEE REPORTS**[22-4933](#)

Minutes - Approval of the September 12, 2022 TIRZ #2 Board Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Lewis, Evans and Bounds)

**Presenters:** Susana Marin

**Attachments:** [9-12-22 DRAFT Meeting Minutes](#)

[22-4943](#)

Minutes - Approval of the September 19, 2022 Revitalization of Historic Downtown Mansfield Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Lewis, and Bounds)

**Presenters:** Susana Marin

**Attachments:** [9-19-22 DRAFT Meeting Minutes](#)

**14. 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

**15. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION****16. 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**

[22-4930](#) Ordinance - An Ordinance Amending Chapter 91, "Fire Protection and Prevention," and Section 150.014, "International Fire Code Adopted" of the Code of Mansfield, Texas to Provide for References to the 2018 Edition of the International Fire Code; Providing a Cumulative Clause; Providing a Severability Clause; Providing a Penalty Clause; Providing a Savings Clause; Providing for Publication; and Providing an Effective Date

**Presenters:** Mike Ross

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

[Redline Ordinance](#)

[22-4907](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving A Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing

**Presenters:** Jeff Price

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

[Exhibit A](#)

[Rate Schedules](#)

[Medical Benefits](#)

[22-4931](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Contract Between the City of Mansfield, Texas and Neighborhood Management Inc. for the Management and Improvement Services Agreement of the South Pointe Public Improvement District

**Presenters:** Troy Lestina

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

[Contract](#)

[22-4936](#) Resolution - A Resolution Authorizing a Change Order to the Contract with Klutz Construction for the 2019 Aerial Sewer Repairs Project and Authorizing Additional Funding for an Amount Not to Exceed \$66,369.01 (Utility Fund)

**Presenters:** Bart VanAmburgh

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

[Exhibit](#)

[Change Order Breakdown](#)

[22-4937](#) Resolution - A Resolution Ratifying the Expenditure of Funds in the Amount of Fifty Thousand and Two-Hundred Ninety-Two Dollars and Thirty-Three Cents (\$50,292.33), for Hazardous Waste Disposal Services (Drainage Utility Fund)

**Presenters:** Howard Redfearn

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

[22-4938](#) Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$77,250 and Approval of Contract with Teague, Nall, and Perkins Engineering, to Complete the Chapel Hill Drainage Analysis (Drainage Utility Fund)

**Presenters:** Howard Redfearn

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

[22-4941](#) Resolution - A Resolution Approving 2022/2023 Hotel/Motel Occupancy Tax Fund Agreements

**Presenters:** Drew Larkin

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

[Exhibit A](#)

[22-4942](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting the City of Mansfield Employee Handbook

**Presenters:** Joe Smolinski

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

[22-4945](#) Resolution - A Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligations; Approving the Preparation of a Preliminary Official Statement and a Notice of Sale; and Providing for the Effective Date Thereof

**Presenters:** Troy Lestina

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

[22-4935](#) Minutes - Approval of the September 12, 2022 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [9-12-22 DRAFT Meeting Minutes](#)

### **END OF CONSENT AGENDA**

## **17. PUBLIC HEARING**

[22-4932](#) Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2022/2023 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and Providing an Effective Date

**Presenters:** Troy Lestina

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

[PID Budget 2023-2027](#)

**18. PUBLIC HEARING AND FIRST READING**[22-4908](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Historic Landmark Overlay District Classification for the Mansfield Cemetery, c. 1868, and the Mansfield Community Cemetery, (c. 1874), Located at 750 W. Kimball Street; Mansfield Cemetery Association, Owner and Mansfield Community Cemetery Association, Owner (HLC#22-007 and HLC#22-010)

**Presenters:** Jason Alexander and Art Wright

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

[Photographs of the Mansfield Cemetery](#)

[Photographs of the Mansfield Community Cemetery](#)

[22-4939](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to PD, Planned Development District for a mixed lot single-family residential development on 32.352 acres out of the James McDonald Survey, Abstract No. 997, Tarrant County, TX, located at 1970 N Main. Kinney Family Living Trust, owner, Pulte Group, Developer (ZC#22-007)

**Presenters:** Jason Alexander and Arty Wheaton-Rodriguez

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

[Maps and Supporting](#)

[Kinney Tract Exhibit A - Legal Description](#)

[Kinney Tract Exhibit B-D - Development Plan](#)

[Kinney Tract Exhibit E - Elevations](#)

[Mews Exhibit](#)

[22-4940](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to D, Downtown District, D-3, Urban Center Zone on Approximately 1.690 Acres out of the W.C. Price Survey, Abstract No. 1240, Tarrant County, TX, Located at 700 E. Broad St.; City of Mansfield, Owner/Applicant (ZC#22-013)

**Presenters:** Jason Alexander

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

[Exhibit A](#)

[Maps and Supporting Information](#)

**19. NEW BUSINESS**[22-4948](#)

Ordinance - An Ordinance of the City of Mansfield, Texas, Authorizing the Conveyance of Approximately 46 Acres of City Owned Real Property; Authorizing the City Manager to Execute all Documents Necessary to Complete the Transaction; and Providing an Effective Date

**Presenters:** Matt Jones

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

[22-4947](#) Resolution - A Resolution of the City of Mansfield, Texas, Approving a Chapter 380 Agreement Between the City of Mansfield and Historic Mansfield Performance Park, Authorizing the Mayor to Execute Said Agreement; and Providing an Effective Date

**Presenters:** Jason Moore

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

[22-4914](#) Consider Approval of a Historic Facade Preservation Funding Request to be Funded Through the Downtown Revitalization Grant Program

**Presenters:** Nicolette Ricciuti

**Attachments:** [Facade Grant Application](#)  
[HLC Signed Approval Letter](#)  
[Rendering](#)  
[Dennis Mahoney Building History](#)

[22-4949](#) Discussion Regarding the Appointment of a Member of the City Council as a Voting Delegate During the 2022 TML Annual Conference Business Meeting

**Presenters:** Michael Evans, Todd Tonore, Casey Lewis, Tamera Bounds and Larry Broseh

[22-4915](#) Board Appointments: Mansfield Park Facilities Development Corporation

**Presenters:** City Council

[22-4916](#) Board Appointments: Mansfield Economic Development Corporation

**Presenters:** City Council

[22-4917](#) Board Appointments: Planning and Zoning Commission

**Presenters:** City Council

[22-4918](#) Board Appointments: Zoning Board of Adjustment

**Presenters:** City Council

[22-4919](#) Board Appointments: Historic Landmark Commission

**Presenters:** City Council

[22-4920](#) Board Appointments: Historic Preservation Advisory Board

**Presenters:** City Council

[22-4921](#) Board Appointments: Library Advisory Board

**Presenters:** City Council

[22-4922](#) Board Appointments: Keep Mansfield Beautiful Commission

**Presenters:** City Council

[22-4923](#)

Board Appointments: Mansfield Commission for the Arts

**Presenters:** City Council

[22-4924](#)

Board Appointments: Construction Code Board of Adjustment and Appeals

**Presenters:** City Council

**20. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 26, 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 Thursday, September 22, 2022 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Susana Marin, City Secretary

Approved as to form:

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City Attorney

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 CELL PHONES WHILE THE CITY COUNCIL MEETING IS IN SESSION.



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4859

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**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:**

Title

National Night Out Proclamation

**WHEREAS**, the National Night Out campaign provides an opportunity for neighbors in the City of Mansfield to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories, and military bases worldwide; and

**WHEREAS**, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

**WHEREAS**, neighbors in the City of Mansfield assist the Mansfield Police Department through joint community-building efforts and support National Night Out 2022; and

**WHEREAS**, it is essential that all neighbors of Mansfield come together with police and work together to build a safer, more caring community; and

**NOW, THEREFORE I**, Mayor of the City of Mansfield, Texas, do hereby call upon all neighbors of the City of Mansfield to join the Mansfield Police Department and National Association of Town Watch in support for

**NATIONAL NIGHT OUT ON TUESDAY OCTOBER 4, 2022**

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 12<sup>th</sup> day of September, 2022.





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4946

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**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:**

Title  
Hunger Action Month Proclamation

**WHEREAS**, hunger and poverty are issues of vital concern in North Texas where one in six people face hunger and one in every four children do not know where their next meal will come from; and

**WHEREAS**, the City of Mansfield, Texas is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in our city need; and

**WHEREAS**, approximately half a million individuals living across the Tarrant Area face food insecurity and rely on food resources and services provided by the Tarrant Area Food Bank annually; and

**WHEREAS**, the month of September has been designated “Hunger Action Month” to bring attention to food insecurity in our communities and to enlist the public in the work of ending hunger; and

**WHEREAS**, food banks across the country, including the Tarrant Area Food Bank – will host numerous events throughout the month of September to bring awareness to hunger-issues and increase public action to end hunger in our local community;

**NOW, THEREFORE**, I, Michael Evans, Mayor of the City of Mansfield, Texas, **hereby recognize September 2022, as**

### **HUNGER ACTION MONTH**

in our city and call this observance to the attention of our residents.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 26<sup>TH</sup> day of September, 2022.



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4933

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**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the September 12, 2022 TIRZ #2 Board Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Lewis, Evans 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 September 12, 2022 TIRZ #2 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.  
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## Meeting Minutes - Draft

### TIF Reinvestment Zone Number Two Board of Directors

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Monday, September 12, 2022

2:00 PM

City Hall

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#### CALL TO ORDER

*Chair Short called the meeting to order at 2:02 p.m.*

*Staff present: City Manager Joe Smolinski, Deputy City Manager Shelly Lanners, Assistant City Manager Matt Jones, Chief Financial Officer Troy Lestina, Executive Director of Economic Development Jason Moore, Assistant City Secretary Keera Seiger*

**Absent** 1 - Devan Allen

**Present** 4 - Casey Lewis; Julie Short; Michael Evans and Tamera Bounds

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### NEW BUSINESS

Discussion and Possible Action Regarding a TIRZ Development Agreement with HGRC Mansfield, LP

*Executive Director of Economic Development Jason Moore presented the TIRZ #2 Economic Development Agreement and purchase contract with HGRC Mansfield, LP and answered questions. Steven Shelley with HGRC spoke and answered questions regarding the maintenance of the property, regulations for porches and balconies, and the timeline for groundbreaking and construction.*

*A motion was made by Vice-Chair Lewis to make a recommendation to the Council to approve the TIRZ #2 agreement with HGRC Mansfield, LP. Seconded by Board Member Bounds. The motion carried unanimously.*

#### ADJOURNMENT

*Chair Short adjourned the meeting at 2:18 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: 22-4943

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the September 19, 2022 Revitalization of Historic Downtown Mansfield Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Lewis, 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 September 19, 2022 Revitalization of Historic Downtown Mansfield 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  
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## Meeting Minutes - Draft

### City Council - Revitalization of Historic Downtown Mansfield Sub-Committee

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Monday, September 19, 2022

9:00 AM

City Hall

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#### CALL TO ORDER

*Chair Tonore called the meeting to order at 9:00 a.m.*

*Staff present: City Manager Joe Smolinski, Assistant City Manager Matt Jones, Director of Planning Jason Alexander, Historic Downtown Coordinator Nicolette Ricciuti, Assistant City Secretary Keera Seiger*

**Present** 3 - Casey Lewis; Tamera Bounds and Todd Tonore

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### DISCUSSION ITEMS

##### Discussion Regarding the Downtown Master Plan

*Dave Goodwin presented a proposed concept/mass model of Historic Downtown Mansfield which included Smith Street, Main Street, and Walnut Street. He presented various suggestions such as a two lane road on Main Street, an archway, raised crosswalks, widened sidewalks, outside seating, and bike lanes. The sub-committee discussed re-branding the downtown area, downtown strategic goals, a site plan and master plan creation for the southwest quadrant, and possible locations for Founder's Row. There was also discussion regarding the boundaries for the downtown master plan, Smith Street redevelopment, and the need for roadway connectivity.*

##### Discussion Regarding the Tax Increment Reinvestment Zone #2

*City Manager Joe Smolinski discussed the possible extension of the expiration date of the Tax Increment Reinvestment Zone #2 (TIRZ #2) and the need to reevaluate the TIRZ #2 project plan and determine what Council would like to include on the plan. Joe spoke on the possibility of decreasing the contribution to the TIRZ #2 from 100% to 50-75% and extending the life of the TIRZ #2 by 15 years.*

##### Discussion Regarding Preservation of Historic Facade at 115 N Main St.

*Historic Downtown Coordinator Nicolette Ricciuti presented the history of the building located at 115 N Main Street and discussed that the integrity of the historic brick is currently being evaluated. Nicolette spoke on options regarding the direction of the building facade such as replacing stucco over the existing brick or repairing and*

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*reusing the historic brick and restoring the original facade from 1890. She also discussed grant funding options to present to the building owners to assist with the cost of the preservation of the historic facade, to which the sub-committee stated they will recommend to Council an award of \$25,000 to the owners for the restoration of the original facade from 1890.*

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

*The sub-committee did not recess into executive session.*

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

Land Acquisition for Future Development

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

#### **ADJOURNMENT**

*Chair Tonore adjourned the meeting at 11:01 a.m.*

\_\_\_\_\_  
ATTEST: \_\_\_\_\_ Todd Tonore, Chair

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



# CITY OF MANSFIELD

1200 E. Broad St.  
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## STAFF REPORT

File Number: 22-4930

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance Amending Chapter 91, "Fire Protection and Prevention," and Section 150.014, "International Fire Code Adopted" of the Code of Mansfield, Texas to Provide for References to the 2018 Edition of the International Fire Code; Providing a Cumulative Clause; Providing a Severability Clause; Providing a Penalty Clause; Providing a Savings Clause; Providing for Publication; and Providing an Effective Date

**Requested Action**

Approval of Ordinance

**Recommendation**

Approval of Ordinance

**Description/History**

The City of Mansfield Fire Department desires to amend the Code of Ordinances to reference the previously adopted 2018 Edition of the International Fire Code.

**Justification**

The adoption of the amendments to the Code are in the best interest of the health, safety and general welfare of the citizen of the City and the public.

**Funding Source**

N/A

**Prepared By**

Michael Ross, Fire Chief



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

**AN ORDINANCE AMENDING CHAPTER 91, “FIRE PROTECTION AND PREVENTION,” AND SECTION 150.014, “INTERNATIONAL FIRE CODE ADOPTED” OF THE CODE OF MANSFIELD, TEXAS, TO PROVIDE FOR REFERENCES TO THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, by Ordinance No. OR-2132-19 the City previously adopted the 2018 Edition of the International Fire Code; and,

**WHEREAS**, the City desires to amend the Code of Ordinances to reference the adoption of the 2018 Edition of the International Fire Code in other sections of the Code of Mansfield, Texas (the “Code”); and,

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

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

**SECTION 1.**

Section 91.15 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.15 ADOPTION OF THE *INTERNATIONAL FIRE CODE*.**

The City of Mansfield hereby adopts the International Fire Code, published by the International Code Council, the 2018 Edition, save and except such portions as are hereafter amended. The same are hereby adopted and incorporated as fully as if set out at length herein and from and after the passage of the ordinance adopting this section, the provisions thereof shall be controlling within the limits of the City of Mansfield. The adoption of the International Fire Code does not extend to the appendices thereto unless specifically adopted elsewhere in this subchapter. Not less than three copies of the International Fire Code, 2018 edition will be kept on file or available in the office of the City Secretary.”

**SECTION 2.**

Section 91.16 of the Code of Ordinances, City of Mansfield, Texas is hereby amended by amending subsection (A), and only subsection (A), to read as follows:

**“§ 91.16 ESTABLISHMENT AND DUTIES OF THE FIRE PREVENTION DIVISION.**

(A) The City of Mansfield hereby establishes a fire prevention division as described in Section 103 of the International Fire Code, 2018 Edition. The fire prevention division is charged with enforcement of the International Fire Code, as amended, as well as other ordinances and laws over which the fire prevention division has responsibility. The fire prevention division has the authority to enforce any provision of the current adopted Building Code, Plumbing Code, Fuel Gas Code, Mechanical Code or Electrical Code related to fire or life safety features of the referenced codes. Any interpretation of the Building, Plumbing, Mechanical or Electrical Codes are the sole responsibility of the authority having jurisdiction over the code in question. Corrective notices, citations or other corrective actions as allowed by law may be issued for violations of the referenced codes. The fire prevention division shall be operated under the supervision of the Fire Chief.”

**SECTION 3.**

The following definitions of Section 91.17 of the Code of Ordinances, City of Mansfield, Texas are hereby amended to read as follows (only the subsections listed are intended to be amended):

**“§ 91.17 DEFINITIONS.**

It is the specific intent that these definitions be considered as a part of Section 202 of the International Fire Code, 2018 Edition, without being duplicated as an amendment to that specific section elsewhere in this subchapter...

(C) Whenever the term ***INTERNATIONAL FIRE CODE*** is used, it shall mean the 2018 International Fire Code and all supplements, attachments and amendments as adopted herein...

(E) ***FIREWORKS.*** A combustible or explosive composition, substance, or combination of substances, or a device prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation. FIREWORKS include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used; firecrackers, torpedoes, sky rockets, roman candles, sparklers or other devices of like construction; any device containing an explosive or flammable compound; and any tablet or other device containing an explosive substance. FIREWORKS do not include auto flares, paper caps containing an average of twenty-five hundredths of a grain of explosive content per cap or less; and toy pistols, toy canes, toy guns or other devices for use of such caps. This definition supplements the definition found in Section 5602.1 of the International Fire Code...”

**SECTION 4.**

Section 91.18 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.18 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE, ABOVEGROUND TANKS IS PROHIBITED.**

(A) The limits referred to in Section 5704.2.9.6.1 of the International Fire Code, 2018 Edition, in which storage of flammable or combustible liquids in outside, aboveground tanks is prohibited, are hereby established as follows:

(1) *Flammable liquids.*

(a) *Motor fuels.* The entire City of Mansfield, except agriculture or farm properties in excess of ten acres where the fuel is incidental to the operation of farm equipment, or installations complying with the provisions of the International Fire Code Section 2306 as amended and that are in an area zoned as a C-2, C-3, I-1, I-2 zoning district, within a planned development district which specifically authorizes such use, when the requirements of the International Fire Code as amended are met.

(b) *Other flammable liquids.* The entire City of Mansfield, except that flammable liquids incidental to a commercial or manufacturing process may be allowed in outside, aboveground tanks provided the construction, installation, and placement of the tank and the handling and use of the liquid conforms to the requirements of the International Fire Code as amended, and other applicable standards, and further provided that such tanks are located in an area zoned as a C-2, C-3, I-1, I-2 zoning district, or are within a planned development district which specifically authorizes such use.

(2) *Combustible liquids.*

(a) *Motor fuels.* The entire City of Mansfield, with the following exceptions:

1. Subdivision development and construction sites when the fuel storage is in compliance with the requirements of the International Fire Code Section 2306 as amended...

[subsection (A)(2)(a)(2) is not amended]

3. Installations within the limits allowed under the provisions of Section 2306 as amended and complying with the provisions of Section 2306 as amended provided the installation is in an area classified as a C-2, C-3, I-1, I-2 or has approval for such installation as part of a PD zoning district....

[the remainder of the section is not amended]”

## **SECTION 5.**

Section 91.20 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

### **“§ 91.20 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH THE STORAGE OF EXPLOSIVES AND BLASTING AGENTS IS TO BE PROHIBITED.**

The limits referred to in Section 5601.2.3 of the International Fire Code, in which the storage of explosives and blasting agents is prohibited are established as the entire city except land located in the C-3, I-1, I-2 zoning districts or within a planned development district which specifically authorizes such use. and the Fire Department has issued the applicable permit.”

## **SECTION 6.**

Section 91.24 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

### **“§ 91.24 AMENDMENTS TO THE INTERNATIONAL FIRE CODE.**

The International Fire Code, 2018 Edition, is amended as listed in Exhibit "A" amendments to the 2018 International Fire Code. Exhibit A is attached to Ordinance OR-2132-19 which will be kept on file or available in the office of the City Secretary.”

## **SECTION 7.**

Section 91.25 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

### **“§ 91.25 APPEALS.**

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing from the decision of the Fire Marshal to the Fire Chief within ten days from the date of the decision appealed. The Fire Chief will review the circumstances and either render an opinion or establish a Board of Appeals in compliance with Appendix A, attached to Ordinance OR-2132-19, of the International Fire Code, which after hearing all facts in the case, shall render a written judgment.”

## **SECTION 8.**

Section 150.014 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

### **“§ 150.014 INTERNATIONAL FIRE CODE ADOPTED.**

The 2018 Edition of the International Fire Code and Appendices B, C, D E, F, G, H, I, J, K, L and N, and as further described in Sections 91.15 through 91.99 of Chapter 91 of the Code of Mansfield, Texas, are adopted as the official fire code of the City of Mansfield. This fire code is fully incorporated by reference as though copied into this ordinance in its entirety. The material contained in the International Fire Code shall not be included in the formal municipal codification of ordinances but shall be maintained as a public record in the office of the City Secretary and will be available for public inspection and copying during regular business hours.”

#### **SECTION 9.**

This Ordinance shall and does amend and/or repeal every prior ordinance or rule or regulation or policy in conflict herewith, but as to all other ordinances or rules or regulations or policies or sections of ordinances or rules or regulations or policies not in conflict herewith, this Ordinance shall be and is hereby made cumulative.

#### **SECTION 10.**

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

#### **SECTION 11.**

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

#### **SECTION 12.**

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

**SECTION 13.**

The City Secretary is hereby directed to publish this Ordinance as required by law.

**SECTION 14.**

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

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Drew Larkin**, City Attorney

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

**AN ORDINANCE AMENDING CHAPTER 91, “FIRE PROTECTION AND PREVENTION” AND SECTION 150.014, “INTERNATIONAL FIRE CODE ADOPTED” OF THE CODE OF MANSFIELD, TEXAS, TO PROVIDE FOR REFERENCES TO THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, by Ordinance No. OR-2132-19 the City previously adopted the 2018 Edition of the International Fire Code; and

**WHEREAS**, the City desires to amend the Code of Ordinances to reference the adoption of the 2018 Edition of the International Fire Code in other sections of the Code of Mansfield, Texas (the “Code”); and

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

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

**SECTION 1.**

Section 91.15 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.15 ADOPTION OF THE *INTERNATIONAL FIRE CODE*.**

The City of Mansfield hereby adopts the International Fire Code, published by the International Code Council, the 2018 Edition, save and except such portions as are hereafter amended. The same are hereby adopted and incorporated as fully as if set out at length herein and from and after the passage of the ordinance adopting this section, the provisions thereof shall be controlling within the limits of the City of Mansfield. The adoption of the International Fire Code does not extend to the appendices thereto unless specifically adopted elsewhere in this subchapter. Not less than three copies of the International Fire Code, 2018 edition will be kept on file or available in the office of the City Secretary.”

**SECTION 2.**

Section 91.16 of the Code of Ordinances, City of Mansfield, Texas is hereby amended by amending subsection (A), and only subsection (A), to read as follows:

**“§ 91.16 ESTABLISHMENT AND DUTIES OF THE FIRE PREVENTION DIVISION.**

(A) The City of Mansfield hereby establishes a fire prevention division as described in Section 103 of the International Fire Code, 2018 Edition. The fire prevention division is charged with enforcement of the International Fire Code, as amended, as well as other ordinances and laws over which the fire prevention division has responsibility. The fire prevention division has the authority to enforce any provision of the current adopted Building Code, Plumbing Code, Fuel Gas Code, Mechanical Code or Electrical Code related to fire or life safety features of the referenced codes. Any interpretation of the Building, Plumbing, Mechanical or Electrical Codes are the sole responsibility of the authority having jurisdiction over the code in question. Corrective notices, citations or other corrective actions as allowed by law may be issued for violations of the referenced codes. The fire prevention division shall be operated under the supervision of the Fire Chief.”

**SECTION 3.**

The following definitions of Section 91.17 of the Code of Ordinances, City of Mansfield, Texas are hereby amended to read as follows (only the subsections listed are intended to be amended):

**“§ 91.17 DEFINITIONS.**

It is the specific intent that these definitions be considered as a part of Section 202 of the International Fire Code, 2018 Edition, without being duplicated as an amendment to that specific section elsewhere in this subchapter...

(C) Whenever the term ***INTERNATIONAL FIRE CODE*** is used, it shall mean the 2018 International Fire Code and all supplements, attachments and amendments as adopted herein...

(E) ***FIREWORKS.*** A combustible or explosive composition, substance, or combination of substances, or a device prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation. FIREWORKS include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used; firecrackers, torpedoes, sky rockets, roman candles, sparklers or other devices of like construction; any device containing an explosive or flammable compound; and any tablet or other device containing an explosive substance. FIREWORKS do not include auto flares, paper caps containing an average of twenty-five hundredths of a grain of explosive content per cap or less: and toy pistols, toy canes, toy guns or other devices for use of such caps. This definition supplements the definition found in Section 5602.1 of the International Fire Code...”

**SECTION 4.**



Section 91.18 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.18 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE, ABOVEGROUND TANKS IS PROHIBITED.**

(A) The limits referred to in Section 5704.2.9.6.1 of the International Fire Code, 2018 Edition, in which storage of flammable or combustible liquids in outside, aboveground tanks is prohibited, are hereby established as follows:

(1) *Flammable liquids.*

(a) *Motor fuels.* The entire City of Mansfield, except agriculture or farm properties in excess of ten acres where the fuel is incidental to the operation of farm equipment, or installations complying with the provisions of the International Fire Code Section 2306 as amended and that are in an area zoned as a C-2, C-3, I-1, I-2 zoning district, within a planned development district which specifically authorizes such use, when the requirements of the International Fire Code as amended are met.

(b) *Other flammable liquids.* The entire City of Mansfield, except that flammable liquids incidental to a commercial or manufacturing process may be allowed in outside, aboveground tanks provided the construction, installation, and placement of the tank and the handling and use of the liquid conforms to the requirements of the International Fire Code as amended, and other applicable standards, and further provided that such tanks are located in an area zoned as a C-2, C-3, I-1, I-2 zoning district, or are within a planned development district which specifically authorizes such use.

(2) *Combustible liquids.*

(a) *Motor fuels.* The entire City of Mansfield, with the following exceptions:

1. Subdivision development and construction sites when the fuel storage is in compliance with the requirements of the International Fire Code Section 2306 as amended...[subsection (A)(2)(a)(2) is not amended]3. Installations within the limits allowed under the provisions of Section 2306 as amended and complying with the provisions of Section 2306 as amended provided the installation is in an area classified as a C-2, C-3, I-1, I-2 or has approval for such installation as part of a PD zoning district.... [the remainder of the section is not amended]”

**SECTION 5.**

Section 91.20 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.20 ESTABLISHMENT OF LIMITS OF DISTRICTS IN WHICH THE STORAGE OF EXPLOSIVES AND BLASTING AGENTS IS TO BE PROHIBITED.**

The limits referred to in Section 5601.2.3 of the International Fire Code, in which the storage of explosives and blasting agents is prohibited are established as the entire city except land located in the C-3, I-1, I-2 zoning districts or within a planned development district which specifically authorizes such use. and the Fire Department has issued the applicable permit.”

**SECTION 6.**

Section 91.24 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.24 AMENDMENTS TO THE INTERNATIONAL FIRE CODE.**

The International Fire Code, 2018 Edition, is amended as listed in Exhibit "A" amendments to the 2018 International Fire Code. Exhibit A is attached to Ordinance OR-2132-19 which will be kept on file or available in the office of the City Secretary.”

**SECTION 7.**

Section 91.25 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

**“§ 91.25 APPEALS.**

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing from the decision of the Fire Marshal to the Fire Chief within ten days from the date of the decision appealed. The Fire Chief will review the circumstances and either render an opinion or establish a Board of Appeals in compliance with Appendix A, attached to Ordinance OR-2132-19, of the International Fire Code, which after hearing all facts in the case, shall render a written judgment.”

## **SECTION 8.**

Section 150.014 of the Code of Ordinances, City of Mansfield, Texas is hereby amended to read as follows:

### **“§ 150.014 INTERNATIONAL FIRE CODE ADOPTED.**

The 2018 Edition of the International Fire Code and Appendices B, C, D E, F, G, H, I, J, K, L and N, and as further described in Sections 91.15 through 91.99 of Chapter 91 of the Code of Mansfield, Texas, are adopted as the official fire code of the City of Mansfield. This fire code is fully incorporated by reference as though copied into this ordinance in its entirety. The material contained in the International Fire Code shall not be included in the formal municipal codification of ordinances but shall be maintained as a public record in the office of the City Secretary and will be available for public inspection and copying during regular business hours.”

## **SECTION 9.**

This Ordinance shall and does amend and/or repeal every prior ordinance or rule or regulation or policy in conflict herewith, but as to all other ordinances or rules or regulations or policies or sections of ordinances or rules or regulations or policies not in conflict herewith, this Ordinance shall be and is hereby made cumulative.

## **SECTION 10.**

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

## **SECTION 11.**

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

## **SECTION 12.**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code, as amended, or any other ordinances affecting parks which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations

and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

### **SECTION 13.**

The City Secretary is hereby directed to publish this Ordinance as required by law.

### **SECTION 14.**

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

DULY PASSED on the first and final reading by the City Council of the City of Mansfield, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4907

**Agenda Date:** 9/26/2022

**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, Approving A Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing

**Requested Action**

Consider approval of the attached resolution, thus ratifying the settlement established by the executive committee of the Atmos Cities Steering Committee to apply to the City of Mansfield.

**Recommendation**

Staff recommends that the council approve the attached resolution.

**Description/History**

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Applying the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115

million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing these figures attached as Exhibit A.

### **Justification**

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

### **Funding Source**

N/A

### **Prepared By**

Jeff Price, Director of Utilities  
817-728-3602

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL**

**WHEREAS**, the City of Mansfield, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and,

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

**WHEREAS**, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and,

**WHEREAS**, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and,

**WHEREAS**, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and,

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and,

**WHEREAS**, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and,

**WHEREAS**, ACSC agrees that Atmos' plant-in-service is reasonable; and,

**WHEREAS**, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and,

**WHEREAS**, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and,

**WHEREAS**, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and,

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and,

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

**SECTION 1.**

That the findings set forth in this Resolution are hereby in all things approved.

**SECTION 2.**

That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**SECTION 3.**

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**SECTION 4.**

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115



on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

#### **SECTION 5.**

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

#### **SECTION 6.**

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

#### **SECTION 7.**

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

#### **SECTION 8.**

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

#### **SECTION 9.**

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

#### **SECTION 10.**

That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

#### **SECTION 11.**

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**SECTION 12.**

This resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**AVERAGE BILL COMPARISON - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2021**

Line No.						Current	Proposed	Change
1	<b>Rate R @ 43.8 Ccf</b>							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	<b>Rate C @ 345.7 Ccf</b>							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.							Current	Proposed	Change
36	<b>Rate I @ 4278 MMBTU</b>								
37	Customer charge					\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
43	Subtotal					\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X	0.06408 =	1,272.82			
45	Total					<u>\$ 21,136.06</u>			
46									
47	Customer charge						\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$	0.4939 =		740.85		
49	Consumption charge	2,778	MMBTU	X \$	0.3617 =		1,004.69		
50	Consumption charge	0	MMBTU	X \$	0.0776 =		-		
51	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =		14,931.86		
52	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =		2,346.33		
53	Subtotal						\$ 20,228.23		
54	Rider FF & Rider TAX		\$ 20,228.23	X	0.06408 =		1,296.21		
55	Total						<u>\$ 21,524.44</u>	\$ 388.38	
56									1.84%
57	<b>Rate T @ 4278 MMBTU</b>								
58	Customer charge					\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
63	Subtotal					\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X	0.06408 =	316.00			
65	Total					<u>\$ 5,247.38</u>			
66									
67	Customer charge						\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$	0.4939 =		740.85		
69	Consumption charge	2,778	MMBTU	X \$	0.3617 =		1,004.69		
70	Consumption charge	0	MMBTU	X \$	0.0776 =		-		
71	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =		2,346.33		
72	Subtotal						\$ 5,296.37		
73	Rider FF & Rider TAX		\$ 5,296.37	X	0.06408 =		339.39		
74	Total						<u>\$ 5,635.76</u>	\$ 388.38	
75									7.40%

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 21.60 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 63.49 per month</b>
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.



**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 10/01/2022</b>	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2021**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

17 Notes:

18 1. Studies not applicable to Mid-Tex or Shared Services are omitted.

19 2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP\_F-2.3 and WP\_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

20 The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.

21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4931

**Agenda Date:** 9/26/2022

**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 Neighborhood Management Inc. for the Management and Improvement Services Agreement of the South Pointe Public Improvement District

**Requested Action**

Approve the Contract between the City of Mansfield, Texas and Neighborhood Management Inc. for the management and improvement services of the South Pointe Public Improvement District 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 Neighborhood Management Inc.

**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 scope of duties of Neighborhood Management Inc. includes, but is not limited to the following:

- Oversee bidding and awarding of any subcontracts for the Improvements and Services;

- Monitor the work performed by any subcontractors for any Improvements or Services to ascertain that it is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve those objectives;
- Obtain, maintain and pay for insurance necessitated by the Improvements and Services;
- Prepare an updated annual Service Plan and Budget Plan for approval by City Council;
- Maintain a full and accurate accounting of the disbursements for reimbursement from the Public Improvement District revenues and provide the City with a monthly accounting statement;
- Participate in meetings of individual departments within the City, as required, to coordinate Public Improvement District activities;
- Participate in all meetings required by the City for assistance in the preparation of the Service Plan and Budget for the Public Improvement District and update the City as to authorized projects and other pertinent matters;
- Establish means of communication for citizen input to report problems and make suggestions to the Public Improvement District; coordinate responses to citizens, with input from the City, when appropriate;
- Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the City of trends and unusual or excessive expenses;
- Maintain a complete set of historical records of all Public Improvement District activity to include but not limited to minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the Public Improvement District to the present.

### **Funding Source**

The cost of the contract management fee is a cost of the Public Improvement District which is funded from assessment fees and any shortfalls are covered by the developer of South Pointe.

### **Prepared By**

Troy Lestina, CFO; 817-276-4258

Bryan Rebel, Assistant Director of Finance; 817-276-4296

**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 NEIGHBORHOOD MANAGEMENT INC. AND THE CITY OF MANSFIELD FOR A MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code on February 22, 2016 the City adopted Resolution RE-3214-16 creating South Pointe Public Improvement District (the "District"); and,

**WHEREAS**, the City is authorized to utilize the District to undertake improvements and/or services that confer special benefits on parts of Mansfield within the District; and,

**WHEREAS**, the City is authorized to levy and collect special assessments on the property in the District, based on the special services conferred by the improvements and services, to pay the cost of such improvements and services; and,

**WHEREAS**, the City desires to enter into written agreement with the Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and,

**WHEREAS**, such improvements and services constitute a supplement to standard City services and an added increment of service to provide other special benefits and services which enhance the vitality and quality of the District; and,

**WHEREAS**, contractor wishes to assist the City by providing, furnishing, or performing such improvements and services.

**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 management and improvement services with Neighborhood Management Inc. in the form as set forth attached hereto and incorporated herein for all purposes.



**SECTION 2.**

The City Council hereby finds that the statements set forth in the recitals of the Resolution are true and correct, and the Council hereby incorporates such recitals as part of this Resolution.

**SECTION 3.**

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

**SECTION 4.**

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 5.**

This Resolution shall take effect immediately upon its approval.

**PASSED AND APPROVED THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

## **Management and Improvement Services Agreement**

### **South Pointe Public Improvement District**

This MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT (“Agreement”) is **made and entered into by and between the City of Mansfield, Texas (“the City”) and Neighborhood Management, Inc., a Texas corporation (“Contractor”).**

#### **RECITALS**

The following statements are true and correct and constitute the basis upon which the City and Contractor have entered into this Agreement:

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code on February 22, 2016, the City adopted Resolution RE-3214-16 creating South Pointe Public Improvement District (the “District”); and

**WHEREAS**, the City is authorized to utilize the District to undertake improvements and/or services that confer special benefits on the part of the Mansfield within the District; and

**WHEREAS**, the City is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and services, to pay the cost of such improvements and services; and

**WHEREAS**, the City desires to enter into a written agreement with Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and

**WHEREAS**, such improvements and services constitute a supplement to standard City services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District; and

**WHEREAS**, Contractor wishes to assist the City by providing, furnishing, or performing such improvements and services;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements contained herein, the City and Contractor do hereby covenant and agree as follows:

#### **AGREEMENT**

##### **1. ENGAGEMENT OF CONTRACTOR**

The City hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, oversee or perform in accordance with this Agreement the improvements and services set forth in Section 2.

## **2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT**

### **2.1. Scope of Contractor's Duties**

Contractor shall provide or cause to be provided those improvements and services (the “Improvements and Services”) set forth in this subsection and subject to the Service Plan and Budget for the District as approved by the City, or as may subsequently be amended. Contractor shall also comply with the following related duties and responsibilities:

- (a) Oversee the bidding and awarding of any subcontracts for the Improvements and Services;
- (b) Monitor work performed by any subcontractors for any of the Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;
- (c) Obtain, maintain and pay for insurance necessitated by the Improvements and Services, as may be directed or reviewed by the City Manager as herein defined or other designee;
- (d) In accordance with Section 372.013 of the Texas Local Government Code, prepare a Service Plan and Budget Plan for approval as set forth in Section 3;
- (e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and provide the City with a monthly accounting statement;
- (f) Participate in meetings of individual departments within the City, as required, to coordinate District activities;
- (g) Participate in all meetings required by the City for assistance in the preparation of the Service Plan and Budget for the District, and update the City as to authorized District projects and other pertinent matters;
- (h) Establish means of communication for citizen input to report problems and make suggestions to the District; coordinate responses to citizens, with input from the City, when appropriate;
- (i) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the City of trends and unusual or excessive expenses; and
- (j) Maintain a complete set of historical records of all District activity to include but not limited to minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the District to present.

2.2. Contractor Compensation

As full compensation for the provision of all Improvements and Services during the Term of this Agreement, the City shall pay Contractor a management fee as per the schedule below. The budgeted amount for each year shall be reflected in the Service Plan and Budget as "General and Administrative," which amount shall be paid in monthly installments in accordance with Section 7 hereof.

The annual monthly management fee is \$1,500. Half of the management fee will be charged to the South Pointe Homeowners Association. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor's corporate employees, general and administrative expenses, financial management, general administration and operations management.

Exhibit to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within thirty days of billing and shall be billed in accordance with Exhibit.

2.3. Standard of Care; Nature of Relationship

Contractor shall commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws. Contractor shall ensure that any work on the Improvements and Services is properly coordinated with possible related work being performed by the City. Unless otherwise specifically provided herein, all of the Improvements and Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

2.4. Security Services

Nothing in this Agreement shall preclude the Contractor from providing, as part of its Improvements and Services, additional security services to the District. Unless otherwise specifically provided herein, all of the Improvements and Services related to Security Services will be performed by the Contractor or under the Contractor's supervision.

3. **ANNUAL SERVICE AND BUDGET PLAN REVIEW PROCESS**

The Contractor will submit an annual plan of service and budget and an updated five-year plan of service and budget for review by the City on the date set by the City Manager or designee. Prior to presenting each annual plan of service and budget to the City, the Contractor will submit the annual plan to the Board of Directors of the South Pointe Property Homeowners Association for the Board's review and will conduct a public hearing within the District at which time the proposed annual plan of service and budget (including any comments from the Board review) will be presented and property owners within the District will be given an opportunity for public comment. The Contractor will give individual written notice to the City's City Manager or designee and to each property owner within the District not less than 15 days before the date of the hearing. This public hearing is in addition to the public hearing that will be held by the City Council as required by the Section 372.013 of the Texas Local Government Code before approving and adopting an annual plan of service and budget for the District.

4. **THE CITY'S DUTIES AND RESPONSIBILITIES**

The City shall provide the following services in connection with operation of the District and the Contractor's performance under this Agreement:

- (a) Levying and collecting, through the City's agreement with the County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;
- (b) Making payments to Contractor from special assessment revenues and other District revenues;
- (c) Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through the City departments, boards, or agencies;
- (d) Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;
- (e) Preparing an annual report of delinquent property assessments and liens thereon to be assigned to the City's delinquent tax collection attorney;
- (f) Making periodic reports to Contractor concerning delinquent assessments and making billings thereon as necessary; and,
- (g) Producing an annual assessment roll of property owners and property within the District.

The City shall have no financial obligation to the District other than levying and collecting through its agreement with the County Tax Assessor/Collector, the assessments levied by the District, and, pursuant to and in accordance with this Agreement, paying for Improvements and Services that Contractor performs in the District, according to the

terms of this Agreement.

5. **AMENDMENTS**

This Agreement may not be amended unless executed in writing by both parties.

6. **TERM**

This Agreement shall commence on October 1, 2022, (the “Effective Date”) and, unless terminated earlier in accordance with this Agreement, expire September 30, 2023 (the “Term”).

7. **RELEASE OF FUNDS TO CONTRACTOR**

7.1. **Procedure**

Periodically, but not more frequently than once per month, Contractor shall present to the individual designated by the City Manager a report of the Improvements and Services provided by Contractor since (i) for the first report under this Agreement, the Effective Date and (ii) for all subsequent reports, the date of the previous report. All such reports must include documentation sufficient demonstrating to the City Manager or designee that any sums paid or incurred by Contractor have been paid or are due. Provided all such necessary reports and supporting documentation have been provided to the City Manager or designee, the City shall pay the Contractor for all lawful expenses made or incurred by Contractor within thirty (30) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the City shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Service Plan and Budget for the then-current fiscal year.

7.2. **Work Reports**

Contractor shall also submit a periodic work report as requested by the City Manager or designee. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the City Manager or designee. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received. The City Manager or designee shall have the right to verify that the report is complete and accurate.

7.3. **Insufficient District Funds**

In the event that District revenues are not available or are insufficient for the City to make any payment to Contractor hereunder, the City will promptly notify Contractor. At Contractor's request, the City and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this

Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor does not elect to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

**8. CONTRACTOR LIABILITY**

Contractor hereby assumes full liability for any damages to any public or private property which is due to the gross negligence or willful misconduct of Contractor, its subcontractors, agents, or assignees.

**9. LIABILITY OF THE CITY ; PERSONAL LIABILITY OF PUBLIC OFFICIALS**

No employee of the City, nor any other agent of the City, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the City shall not be liable or responsible for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement, nor shall the City of City be liable or responsible to Contractor or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City of City has no control.

**10. INDEMNIFICATION**

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY GROSSLY NEGLIGENT ACT OR GROSSLY NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY GROSSLY NEGLIGENT ACT OR GROSSLY NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHATSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WORK, SERVICES AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS

OF SUBCONTRACTORS.CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE CITY OF CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL GROSSLY NEGLIGENT ACTS OR GROSSLY NEGLIGENT OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, LICENSEES OR INVITEES.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this contract. Contractor shall procure and maintain, at its cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

#### **11. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City ; that Contractor shall have exclusive control of the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City.

#### **12. INSURANCE**

Contractor shall not commence work under this Agreement until it has obtained and received approval from the City of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement. The minimum insurance required of Contractor is as follows:

WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each



occurrence with an aggregate limit of not less than \$2,000,000.

AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the City, or any other claimant, any claims that the City, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents shall be set forth on all certificates of insurance. All policies must provide that they may not be changed or canceled by the insurer in less than five (5) days after the City had received written notice of such change or cancellation. Such insurance amounts may be revised upward at the City's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request.

**13. TAXES**

Contractor shall pay all federal, state and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to Contractor's duties and obligations hereunder.

**14. PERMITS**

Contractor shall and shall cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or City, before undertaking any work hereunder that requires any such permits.

**15. CHARACTER OF WORK AND OPERATIONS**

Contractor and Contractor's employees, contractors and subcontractors shall be competent and careful workmen skilled in their respective trades. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his duties or has been convicted of any crime of moral turpitude. The City shall retain the right to require the Contractor to remove any employee who is guilty of misconduct toward the public or is in any way discourteous to the public. This work is being performed for the public benefit and it is necessary that it be performed in an acceptable manner and at a satisfactory rate of progress. Contractor shall at all times maintain its equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected and clearly marked with the Contractor's name and telephone number.

**16. ASSIGNMENT AND SUBCONTRACTING**

Contractor shall have the right to subcontract for the provision of any Improvements and Services authorized hereunder so long as the subcontract is in writing and the Administrator approves such subcontract in writing prior to provision of the subcontracted Improvements and Services, which such approval by the Administrator shall not be unreasonably delayed. The existence of a subcontract shall not relieve Contractor of any responsibility or liability to the City under this Agreement. Otherwise, Contractor may not assign, transfer or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the City and execution by such party of a written agreement with the City under which such party agrees to be bound by the duties and obligations of Contractor under this Agreement.

**17. DEFAULT**

All terms, conditions and provisions of this Agreement shall be considered material, and Contractor's failure to perform any part of this Agreement shall constitute an event of default hereunder. Should the Contractor fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the City of written notice of the default, the City may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, the City may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to Contractor. In the event of any termination, any work in progress will continue to completion unless specified otherwise in the City's termination notice. The City shall pay for any such work in progress that is completed by Contractor and accepted by the City.

**18. COOPERATION WITH THE CITY**

Contractor shall, at such time and in such form as the City may require, furnish periodic information concerning the status of the project and such other statements, certificates and approvals relative to the project as may be requested by the City. Contractor shall meet with the Administrator or other City officials as may be requested to discuss any aspect of this Agreement.

**19. BOOKS AND RECORDS: AUDITING RIGHTS**

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the City. Contractor shall provide representatives of the City or its appointees free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor shall further allow the City and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

The City shall also have the right to conduct a performance audit and evaluation of Contractor at such times as the Mansfield deems necessary. Contractor shall fully cooperate with any such performance audit. The City may employ consultants at the City's expense to assist the City in such performance audit. Contractor agrees to give the City access to all reports, data, schedules and other relevant information which may be required to conduct such performance audit.

**20. NOTICES**

Any notices, bills, invoices or reports required by this Agreement shall be conclusively determined to have been delivered three (3) business days after it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, to the addresses listed below or such other addresses as may from time to time be provided to the other party:

City:  
City of Mansfield  
Attn: City Manager

1200 E Broad Street  
Mansfield, Texas 76063

Contractor:  
Neighborhood Management, Inc.  
Attn: Audrey Beard, Executive Vice  
President  
1024 S Greenville Avenue, Suite 230  
Allen, Texas 75002

**21. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

**22. GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**23. NO WAIVER**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**24. VENUE AND JURISDICTION**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant, Johnson, Ellis County, Texas or the United States District Court for the Northern District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

**25. NO THIRD PARTY RIGHTS**

The provisions and conditions of this Agreement are solely for the benefit of the City and Contractor and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**26. INTERPRETATION**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**27. CAPTIONS**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**28. ENTIRETY OF AGREEMENT**

This Agreement, including exhibit attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

**29. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

CITY OF MANSFIELD:

By: City Manager

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

NEIGHBORHOOD MANAGEMENT, INC.,  
A Texas Corporation:

By: Audrey Beard, Executive Vice  
President

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



## ADDENDUM A

	<b>ADMINISTRATIVE &amp; ASSOCIATION SUPPLIES</b>	
Copies	\$0.15 (B/W) \$0.30 (Color Copies)	Each Copy
Special Assessment Billing	\$5.00- Single Family \$10.00- Condominiums & Townhomes	Per Billing of Lot/ Unit/ Home. Includes Document Creation. Extended Special Assessment Review, Billing & Collections, Beyond the Initial Set-Up; Monthly Accountant Fees will Apply.
Check Distribution for Payment	\$0.50	Each
Banking Reconciliation Outside NMI Banking Networker account	\$50.00 \$90.00	Month Hour- Additional Follow-Up Documentation
Postage Meter Fee	\$5.00	Monthly + Current Postage Rate per Mailing
Management Certificate	\$350.00	Required by Texas Property Code- Title Search included. Filing Fees not included.
1099	\$35.00	Each
Storage Facility / Software Electronic Data Storage	\$10.00 Per Box Annual Fee and/or \$25.00 a Month E-Cloud Storage	Per Year, Per Box in Storage Monthly Software E-Storage in Electronic Cloud
Resale or Refinance Documents	Based on Market Rate	Each Depending upon the Information requested. All Fees are Charged Directly to the Homeowner
Transfer of Ownership Records	Based on Market Rate	Each Fees Charge Directly to Homeowner
Access Card/ Toll Tag Programing	\$5.00	Per Card
Access Card/Toll Tag System - Repairs or Installation	\$75.00	Hourly Work with Vendor to Repair or Install Access System
Pool & Amenity Center Reservations	\$25.00 to \$50.00	Per Reservation \$25.00 without Deposit \$50.00 with Deposit- Unless HOA sanctioned activity/club
Utility Sales Tax Refund	30%	30% of Total Refund Amount or \$50.00 per hour
DocuSign Envelope/ Electronic Sign	\$10.00	Per Envelope- Sent out for E-Signature
Transfer Out of Current Association	1 Month Current Mgmt. Fee	Courtesy Transfer Out of All Records with 60 days Termination of Management Contract
	<b>DELINQUENCY PROCESSING</b>	<b>Reimbursable to the Association by the Owner</b>
1 <sup>st</sup> Late Notice/ Reminder statement	\$5.00	Included in the HOA Late Fee
First & Second Default Collection Letter Certified Account Facilitation & NSF Checks	\$25.00	Charge Applied to Homeowner Account
Collection Facilitation Fee	\$15.00	Charge Applied to Homeowner Account
Send to Collection Attorney	\$50.00	Charge Applied to Homeowner Account
Payment Plan Facilitation Fee	\$50.00	Charge Applied to Homeowner Account
	<b>OPTIONAL WEBSITE</b>	
Web-Portal – All Communities	Included	Included as Part of the Management Contract, that the Board and Homeowners have 24/7 web access to using.
Nabr Network Web Site Full Scale- Optional Web Page Setup- Full Scale	\$60.00 + Pricing by Size of Community \$410.00- One Time Set-Up	Exclusive Social Network within the Community Monthly Full Scale Web Site with Online Directory w/ Owner Approval-Third Party Set-Up

\*Contract Addendum A is Subject to Updated Pricing Changes or COL Index.  
A 60-Day Notice of an Updated Addendum A Change, will be given to the Board of Directors,  
via Financial Package.



## ADDENDUM A

	<b>MAINTENANCE &amp; SUPPLIES</b> Customized Optional Services	
Facility Maintenance & Additional Maintenance Inspections and Broiler Emergencies	\$80.00 Hr. (+) Mileage and Supplies	Hourly Rate Based on Board Approval.
Maintenance Repair Projects over \$5,000.00 & All Insurance Claims	Up to 10%	Confirmed With Board Before Project Begins.
Management Credit Card Usage	\$25.00	Accounting Processing Per Transaction.
Additional Compliance-Violation Inspections	*Bid Upon Request	Additional Pricing on Specific Additional Compliance Requests i.e., Homes/Units/ Lots Walking of Community, Alleys, & Backyard Inspections.
	<b>Request Additional Staff Services</b> Customized Optional Services	
Additional Customized Services by Staff	<b>Executive (President, VP) \$150.00 Hr.</b> <b>Accountant (Financial Mgr.) \$150.00 Hr.</b> <b>Director \$120.00 Hr.</b> <b>Manager \$ 80.00 Hr.</b> <b>Accountant Staff \$ 80.00 Hr.</b> <b>Administrative Staff \$ 60.00 Hr.</b>	<b>Lifestyle/ Social Coordinator \$ 60.00 Hr.</b> <b>Concierge Service- On-Site Services \$ 70.00 Hr.</b> <b>Newsletter Preparation \$ 60.00 Hr.</b>
Rental Tracking	\$100.00 a Month \$50.00 Annual Rental Charge Per Lease	HOA Charge for Leasing & Rental Cap Tracking Annual Charge to Homeowner for New Paperwork.
Parking Report Tracking	\$100.00 a Month	Report Tracking of the Street Parking Permits & Violations.
Utility Report Tracking	\$150.00 a Month	Water or Electric Monthly Report Tracking.
NMI E-Vote	*Pricing by Size of Community	Electronic Voting for Annual Meeting, Amendments, Resolutions, and Surveys
Conference/Meeting Rooms	\$75.00 Minimum	2-Hr. Minimum Rental for Work Session or Board Meetings Needing a Room, attended by NMI Management.
Accounting Audit Assistance to CPA	\$300.00	Annual Flat Rate
Full 1:1 Board Orientation- Training/ Teaching	*Add Services- Hourly	Free On-Board Training
Assisting Legal Counsel	*Add. Service- Hourly	Hourly Cost Prep Trial, Mediations, Hearings & Litigation.

\*Contract Addendum A is Subject to Updated Pricing Changes or COL Index.  
A 60-Day Notice of an Updated Addendum A Change, will be given to the Board of Directors,  
via Financial Package.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4936

**Agenda Date:** 9/26/2022

**Version:** 2

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Authorizing a Change Order to the Contract with Klutz Construction for the 2019 Aerial Sewer Repairs Project and Authorizing Additional Funding for an Amount Not to Exceed \$66,369.01 (Utility Fund)

**Requested Action**

Consider the Resolution authorizing a Change Order to the contract with Klutz Construction for the 2019 Aerial Sewer Repairs project and authorizing additional funding for an amount not to exceed \$66,369.01 (Utility Fund).

**Recommendation**

The Engineering Staff recommends approval of the Resolution.

**Description/History**

The 2019 Aerial Sewer Repairs project was awarded to Klutz Construction on August 9, 2021 for an amount not to exceed \$2,738,895.81. The project is a compilation of six individual sewer line repairs at various creek crossing locations. Five of the six locations are now substantially complete. The remaining work is located at Area 3 in Walnut Creek at Fox Hollow Drive which includes stabilizing the streambank adjacent to the existing 42" RCCP aerial sewer crossing which is markedly critical infrastructure. The project is expected to be complete by the end of 2022.

**Justification**

The contract award amount was exceeded due to items added to the contract and additional quantities needed to complete the project. On-site excavation at Area 3 revealed damage to the existing pier support and extensive erosion under the existing 42" concrete cylinder sewer pipe which had not been anticipated. Freese and Nichols recommended additional piers to support the pipe in the east bank of Walnut Creek. Other changes include additional channel bottom stabilization to Area 3, the extension of 12" PVC sewer pipe replacement necessary to complete the repair in Hogpen Branch at Brookfield Lane (Area 5). See attached Change Order Tabulation for a complete breakdown of all items and their associated costs. These additional improvements and quantities represent a sum of \$66,369.01, which is an additional 2.5% of the original contract.

The Assistant Director of Public Works/City Engineer will be in attendance at the meeting to answer Council's questions regarding the proposed contract modification and funding. A

resolution is attached for Council's consideration.

**Funding Source**

The funding source will be from the Utility Fund.

**Prepared By**

Trace Hilton, Project Engineer  
817-276-4247



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

**A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KLUTZ CONSTRUCTION FOR THE 2019 AERIAL SEWER REPAIRS PROJECT AND AUTHORIZING ADDITIONAL FUNDING FOR AN AMOUNT NOT TO EXCEED \$66,369.01**

**WHEREAS**, the City of Mansfield has awarded a contract for 2019 Aerial Sewer Repairs to Klutz Construction per Resolution No. 3770-21; and,

**WHEREAS**, it is necessary to add other needed improvements; and,

**WHEREAS**, the funding for the additional improvements stated herein will be secured from Utility Fund; and,

**WHEREAS**, after careful study of all facts, the City Council of Mansfield recognizes that it is in the best interest of the citizens of the City of Mansfield that the construction of the additional improvements and additional quantities provided herein is justified and be started at the earliest possible date to insure necessary service and delivery.

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

**SECTION 1.**

Additional funding is hereby authorized in an amount not to exceed Sixty-Six Thousand Three Hundred Sixty-Nine and 01/100 Dollars (\$66,369.01) and the City Manager or his designee is hereby authorized and directed to execute a Change Order with Klutz Construction for the 2019 Aerial Sewer Repairs project.

**SECTION 2.**

This resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED THIS THE 26<sup>th</sup> DAY OF SEPTEMBER 2022.**

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

**ATTEST:**

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







**2019 AERIAL SEWER REPAIRS  
CHANGE ORDER TABULATION**

ITEM	COST	TOTAL	DESCRIPTION
			<b>2,608,472.20 Original Contract Amount</b>
Area 3 - new piers to support the 42" concrete cylinder sewer pipe	138,450.00		On-site excavation at Area 3 revealed damage to the existing pier support and extensive erosion under the existing 42" concrete cylinder sewer pipe which had not been anticipated. Freese and Nichols recommended installation of 4 additional piers to support the pipe. Cost includes additional excavation necessary to expose existing encasement around the pipe.
Area 3 - channel bottom stabilization	32,300.00		Improvements are being incorporated to the bottom of the channel of Walnut Creek under the pipe to support equipment necessary to clean debris off of the pipe and columns after heavy rainfall.
Various traffic/pedestrian controls & entrance modification	46,530.00		Areas 1 and 4 required construction entrances along TxDOT-controlled highways which needed flashing arrow boards. Entrance at Area 4 was modified to remove and replace a guard rail. Additional project signage and temporary fencing was added to Area 3.
Area 5 - Extension of 12" sewer pipe replacement	34,500.00		A portion of existing 12" PVC sewer line was in direct conflict with the new location of the 27" sewer interceptor. 150 linear feet of 12" sewer line needed to be replaced due to constructibility issues.
Area 2 modifications	-71,767.20		In response to anticipated development of the area, a temporary solution was deemed appropriate in-lieu of the engineer's permanent solution including pier supports. The temporary solution involves slip-lining the existing sanitary sewer line to achieve an additional 5-10 years of life.
Overruns of contract quantities	16,779.82		To-date net accounting of cost overruns and underruns of contract items.
			<b>196,792.62 Total</b>
			<b>2,805,264.82 Revised Contract Amount</b>
			<b>130,423.61 5% Contingency Previously Approved at Council Award</b>
			<b>66,369.01 Change Order Amount</b>
			<b>2.54% Percentage of Contract</b>

**Descriptions of Areas**

**Area 1:** Walnut Creek at US287: Replace existing 8" PVC line that spans Walnut

**Area 2:** Tributary to Walnut Creek near Hobby Lobby: Convert an existing exposed 12" PVC sewer line crossing to an aerial crossing with piers.

**Area 3:** Walnut Creek at Fox Hollow Dr.: Stabilize the streambank adjacent to the existing 42" RCP aerial sewer crossing to resist future potential damage to the sewer.

**Area 4:** Hogpen Branch at Cains Ln.: Realign existing 12" PVC sewer main and 8" PVC sewer lateral in this vicinity further away from the creek. An existing parallel sewer configuration will be combined into a single sewer configuration within the project boundary.

**Area 5:** Hogpen Branch at Brookfield Lane: Combination of sewer relocation and bank stabilization to protect the existing 27" PVC sewer line that is currently exposed in the bank of Hogpen Branch behind Brookfield Lane.

**Area 6:** Walnut Creek at Fox Hollow Dr.: stabilize the current erosion on the bank of the creek to protect the 42" PVC sewer line that is exposed.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4937

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Ratifying the Expenditure of Funds in the Amount of Fifty Thousand and Two-Hundred Ninety-Two Dollars and Thirty-Three Cents (\$50,292.33), for Hazardous Waste Disposal Services (Drainage Utility Fund)

**Requested Action**

Approve the resolution authorizing funds in the amount of \$50,292.33 for hazardous waste disposal services.

**Description/History**

The Environmental Collection Center collects materials from our residents that cannot be disposed in any of the curbside collection methods and would be harmful to the environment if released, or could damage public infrastructure if poured into the sink. The collection program has been popular with residents and steady growth has continued to be observed. As much as possible, materials collected are recycled. However, some materials require disposal treatment as hazardous wastes.

The estimated cost of disposal for FY22 for this service was \$36,000, based on the price agreement and prior usage. As with many other industries, the disposal services experienced extraordinary cost increases earlier in 2022. Notice was provided to the City in accordance with the agreement, and the additional costs lead to an exceedance of the original purchase order by \$14,292.33, as well as going over the public bid threshold. The exceedance of the public bid threshold was not made clear until the invoice for services was provided in June.

The purpose of this resolution is to ratify all expenditures to this vendor for the entirety of FY22 for a total amount of \$50,292.33. No other services have been requested, or will be requested, prior to the end of the fiscal year and a public bidding process will be followed for FY23.

**Justification**

It was not anticipated the costs for this service would exceed the threshold for public bidding for FY22. Prices from multiple providers were collected and evaluated, and the vendor used was considered the best value for the City. A public bid for future services will be followed to reduce the chance of a similar occurrence. All services from this vendor for FY22 have been received, and this will allow the account to be settled.

**Funding Source**

Drainage Utility Fund

**Prepared By**

Howard Redfearn Environmental Manager, Environmental Services Department  
817-276-4240

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$50,292.33, FOR HAZARDOUS WASTE DISPOSAL SERVICES (Drainage Utility Fund)**

**WHEREAS**, the City of Mansfield received the cost estimates for hazardous waste disposal from vendors; and,

**WHEREAS**, the funding source for the hazardous waste disposal service will be from the Drainage Utility Fund; and,

**WHEREAS**, it is recognized that it was in the best interest of the citizens of the City of Mansfield to provide hazardous waste disposal services to protect human health and the environment.

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

**SECTION 1.**

The City Manager or his designee is hereby authorized to enter into an agreement with Veolia Environmental Services for hazardous waste disposal for an amount of Fifty Thousand Two Hundred Ninety-Two and 33/100 Dollars (\$50,292.33).

**SECTION 2.**

This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4938

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$77,250 and Approval of Contract with Teague, Nall, and Perkins Engineering, to Complete the Chapel Hill Drainage Analysis (Drainage Utility Fund)

**Requested Action**

The authorization of funding in an amount not to exceed \$77,250 and approval of contracts, including design, and survey with Teague, Nall and Perkins Engineering, to complete the Chapel Hill Drainage Analysis.

**Recommendation**

The authorization of funding in an amount not to exceed \$77,250 and approval of contracts, including design, and survey with Teague, Nall and Perkins Engineering, to complete the Chapel Hill Drainage Analysis.

**Description/History**

Homes in the 1200 block of Chapel Hill Dr. received floodwaters during the June 3 storm event that caused flooding issues throughout the City. This was not the first report of flooding in this vicinity. Previously, maintenance work had been completed in 2010 to restore an overflow swale between the lots of 1206 and 1208 Chapel Hill Dr. to address reports of flooding.

Additional reports of flooding had not been received by the City since that work was completed. Speaking with the owners after the June 3 event, additional flooding in the street had occurred multiple times, but it may not have entered homes.

This project will evaluate the existing system for capacity and compare alternatives in an attempt to alleviate future flooding concerns for the residents impacted.

Video inspection of the underground system to inspect for blockages, failures, or other issues is being completed separately.

**Justification**

This project is needed to protect several homes in the area from future flood events. The Environmental Manager and Director of Public Works will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contracts.

**Funding Source**

Drainage Utility Fund

**Prepared By**

Howard Redfearn, Environmental Manager, Environmental Services Department,  
817-276-4240



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$77,250 AND APPROVAL OF CONTRACTS WITH TEAGUE, NALL, AND PERKINS ENGINEERING TO COMPLETE THE CHAPEL HILL DRAINAGE ANALYSIS (DRAINAGE UTILITY FUND)**

**WHEREAS**, the City Council recognizes the need to proceed forward with the Chapel Hill Drainage Analysis for the benefit of the citizens of the City of Mansfield; and,

**WHEREAS**, the City Staff has reviewed the proposal for the design of the Chapel Hill Drainage Analysis; and,

**WHEREAS**, the City Council has received the recommendation of Staff to contract with Teague, Nall, and Perkins for analysis services; and,

**WHEREAS**, it is necessary to authorize and secure funds from the Drainage Utility Fund.

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

**SECTION 1.**

Funding is hereby authorized in the amount of Seventy-Seven Thousand, Two Hundred Fifty and No/100 Dollars (\$77,250.00) to complete this project.

**SECTION 2.**

The City Manager or his designee is hereby authorized and directed to execute necessary contracts with Teague, Nall and Perkins Engineering for analysis services for an amount not to exceed Seventy-Seven Thousand, Two Hundred Fifty and No/100 Dollars (\$77,250.00).

**SECTION 3.**

The City Manager or his Designee is hereby authorized and directed to execute contractual documents for other miscellaneous services to complete the project

**SECTION 4.**

This Resolution shall take effect immediately upon its passage as provided by law.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

---

**Michael Evans, Mayor**

**ATTEST:**

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**Susana Marin**, City Secretary



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4941

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

### Title

Resolution - A Resolution Approving 2022/2023 Hotel/Motel Occupancy Tax Fund Agreements

### Requested Action

Defer to Council.

### Recommendation

Defer to Council.

### Description/History

The Hotel/Motel Occupancy Tax Fund and Allocation Subcommittee met and reviewed applications received from various organizations seeking Hotel/Motel Occupancy Tax Funds. During the August 22, 2022 City Council Meeting the Subcommittee made recommendations to the Council with regards to allocations for applications received. The Council unanimously approved the following allocations:

Championship Basketball 2022 for the 65th Annual Whataburger Basketball Tournament: \$10,000.00 (Stipulation that the scholarship must be awarded to a Mansfield resident and the organization is encouraged to purchase items utilized for the event from Mansfield businesses.)

Pickled Mansfield Society for the St. Paddy's Pickle Parade and Palooza: \$73,200.00 (Up to \$73,200.00 with the stipulation that the Pickled Mansfield Society Board of Directors work with city staff on the details of the event and have all of the details worked out by the end of 2022, which must be in writing and agreed to.)

Mansfield Commission for the Arts for Music Alley, Hometown Holidays, and Arts Week: \$47,100.00

Historic Mansfield Performance Park - The LOT for 2022-2023 Programming: \$150,000.00

Mansfield Historical Museum for Foundation and Building Repair: \$250,000.00

The agreements will be provided to each organization for final execution based upon the outcome of this agenda item.

### Justification

N/A

### Funding Source

Hotel/Motel Occupancy Tax Funds

### Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS  
APPROVING THE 2022/2023 HOTEL/MOTEL OCCUPANCY TAX FUND AGREEMENTS**

**WHEREAS**, the City of Mansfield collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code; and,

**WHEREAS**, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 – Hotel Occupancy Tax, Section 38.15 of the Mansfield Code of Ordinances; and,

**WHEREAS**, the City receives applications yearly for the possible allocation of Hotel/Motel Occupancy Tax Funds from various organizations throughout the city; and,

**WHEREAS**, the Hotel/Motel Occupancy Tax Fund and Allocation Subcommittee met to review all the applications received and discuss potential allocations; and,

**WHEREAS**, on August 22, 2022, the Hotel/Motel Occupancy Tax Fund and Allocations Subcommittee made a recommendation to the City Council with regards to the allocations for the applications received which the City Council unanimously accepted the recommendations.

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

**SECTION 1.**

The City Council of the City of Mansfield, Texas authorizes the approval of the 2022/2023 Hotel/Motel Occupancy Tax Fund Agreements as shown in “Exhibit A”

**SECTION 2.**

This resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED THIS 26<sup>TH</sup> DAY OF SEPTEMBER 2022.**

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

**ATTEST:**

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



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE  
CHAMPIONSHIP BASKETBALL, INC. CONCERNING THE USE OF FUNDS  
FROM THE HOTEL OCCUPANCY TAX**

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

This Agreement is made this 1<sup>st</sup> day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Championship Basketball, Inc.**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

**SECTION 1.           LEGAL AUTHORITY**

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

**SECTION 2.           TERM OF AGREEMENT**

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Championship Basketball, Inc. has been allocated **\$10,000.00 (“Reimbursement Amount”)** to be used for the following:

**65<sup>th</sup> Annual Whataburger Basketball Tournament (the “Event”)**

- C. City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Scholarship recipient needs to be a Mansfield resident; purchased items utilized for the Event should be from Mansfield businesses; (ii) Organization must work with the Convention and Visitors Bureau (CVB) on Event; (iii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iv) all media produced from the Event must be provided to the City; and (v) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as

**a method to promote a political campaign, political affiliation, or political position.**

### **SECTION 3. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

### **SECTION 4. PAYMENT OF FUNDS**

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

### **SECTION 5. INDEMNIFICATION**

**The Organization agrees to indemnify the City, its officers, agents, employees and City Council from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, courts costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.**

### **SECTION 6. INSURANCE**

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

### **SECTION 7. TERMINATION**

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

### **SECTION 8. NOTICE**

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

### **SECTION 9. COMPLIANCE WITH LAWS**

In performing its duties under this Agreement, the Organization shall, at all times,

comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

**SECTION 10. PROHIBITION AGAINST DISCRIMINATION**

In the performance of this Agreement, the Organization shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

**SECTION 11. SEVERABILITY**

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

**SECTION 12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

**SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.**

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MANSFIELD**

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

\_\_\_\_\_  
**Troy Lestina, Chief Financial Officer**



**ATTEST:**

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

**GRANTEE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**ATTEST:**

\_\_\_\_\_  
**Signature**

**APPROVED AS TO FORM:**

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

**FOR CITY SECRETARY OFFICE USE ONLY**

Original Sent to City Secretary's Office \_\_\_\_\_  
Copy Sent to Business Services Department \_\_\_\_\_  
Copy Sent to Applicant \_\_\_\_\_  
Copy Sent to Legal Department \_\_\_\_\_  
Copy to Tourism Department \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE MANSFIELD  
COMMISSION FOR THE ARTS CONCERNING THE USE OF FUNDS FROM  
THE HOTEL OCCUPANCY TAX**

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

This Agreement is made this 1<sup>st</sup> day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Mansfield Commission for the Arts**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

**SECTION 1.           LEGAL AUTHORITY**

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

**SECTION 2.           TERM OF AGREEMENT**

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Mansfield Commission for the Arts has been allocated **\$47,100.00 (“Reimbursement Amount”)** to be used for the following:

**Fundraising Events: Cultural Arts Festival in Downtown Mansfield (the “Event”)**

- C. City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event; (ii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iii) all media produced from the Event must be provided to the City; and (iv) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as a method to promote a political campaign, political affiliation, or political position.

### **SECTION 3. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

### **SECTION 4. PAYMENT OF FUNDS**

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

### **SECTION 5. INDEMNIFICATION**

**The Organization agrees to indemnify the City, its officers, agents, employees and City Council from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, courts costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.**

### **SECTION 6. INSURANCE**

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

### **SECTION 7. TERMINATION**

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

### **SECTION 8. NOTICE**

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

## **SECTION 9. COMPLIANCE WITH LAWS**

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

## **SECTION 10. PROHIBITION AGAINST DISCRIMINATION**

In the performance of this Agreement, the Organization shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

## **SECTION 11. SEVERABILITY**

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

## **SECTION 12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

## **SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.**

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MANSFIELD**

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

\_\_\_\_\_  
**Troy Lestina, Chief Financial Officer**

**ATTEST:**

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

**GRANTEE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**ATTEST:**

\_\_\_\_\_  
**Signature**

**APPROVED AS TO FORM:**

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

**FOR CITY SECRETARY OFFICE USE ONLY**

Original Sent to City Secretary's Office \_\_\_\_\_  
Copy Sent to Business Services Department \_\_\_\_\_  
Copy Sent to Applicant \_\_\_\_\_  
Copy Sent to Legal Department \_\_\_\_\_  
Copy to Tourism Department \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE PICKLED  
MANSFIELD SOCIETY CONCERNING THE USE OF FUNDS FROM THE  
HOTEL OCCUPANCY TAX**

**STATE OF TEXAS           §**

**COUNTY OF TARRANT   §**

This Agreement is made this 1<sup>st</sup> day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Pickled Mansfield Society**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

**SECTION 1.           LEGAL AUTHORITY**

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

**SECTION 2.           TERM OF AGREEMENT**

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Pickled Mansfield Society has been allocated **\$73,200.00 (“Reimbursement Amount”)** to be used for the following:

**The World’s Only St. Paddy’s Pickle Parade & Palooza (the “Event”)**

- C. City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) **Pickled Mansfield Society Board of Directors must work in good faith with city staff on the details of the Event and have all of the details finalized by the end of 2022, which must be in writing and agreed to;** (ii) **Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event;** (iii) **Organization must state that the City is a sponsor of the Event and promote the City as such;** (iv) **all media produced from the Event must be provided to the City;** and (v) **political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event**

**as a method to promote a political campaign, political affiliation, or political position.**

### **SECTION 3. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

### **SECTION 4. PAYMENT OF FUNDS**

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

### **SECTION 5. INDEMNIFICATION**

**The Organization agrees to indemnify the City, its officers, agents, employees and City Council from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, courts costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.**

### **SECTION 6. INSURANCE**

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

### **SECTION 7. TERMINATION**

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

### **SECTION 8. NOTICE**

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

**SECTION 9. COMPLIANCE WITH LAWS**

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

**SECTION 10. PROHIBITION AGAINST DISCRIMINATION**

In the performance of this Agreement, the Organization shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

**SECTION 11. SEVERABILITY**

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

**SECTION 12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

**SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.**

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MANSFIELD**

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

\_\_\_\_\_  
**Troy Lestina, Chief Financial Officer**



**ATTEST:**

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

**GRANTEE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**ATTEST:**

\_\_\_\_\_  
**Signature**

**APPROVED AS TO FORM:**

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

**FOR CITY SECRETARY OFFICE USE ONLY**

Original Sent to City Secretary's Office \_\_\_\_\_  
Copy Sent to Business Services Department \_\_\_\_\_  
Copy Sent to Applicant \_\_\_\_\_  
Copy Sent to Legal Department \_\_\_\_\_  
Copy Sent to Tourism Department \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE LOT  
DOWNTOWN CONCERNING THE USE OF FUNDS FROM THE HOTEL  
OCCUPANCY TAX**

**STATE OF TEXAS           §**

**COUNTY OF TARRANT §**

This Agreement is made this 1<sup>st</sup> day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and **The LOT Downtown**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

**SECTION 1.           LEGAL AUTHORITY**

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

**SECTION 2.           TERM OF AGREEMENT**

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The LOT Downtown has been allocated **\$150,000.00 (“Reimbursement Amount”)** to be used for the following:

**2022-2023 Programming at The LOT Downtown (the “Event”)**

- C. City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event; (ii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iii) all media produced from the Event must be provided to the City; and (iv) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as a method to promote a political campaign, political affiliation, or political position.

### **SECTION 3. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

### **SECTION 4. PAYMENT OF FUNDS**

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

### **SECTION 5. INDEMNIFICATION**

**The Organization agrees to indemnify the City, its officers, agents, employees and City Council from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, courts costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.**

### **SECTION 6. INSURANCE**

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

### **SECTION 7. TERMINATION**

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

### **SECTION 8. NOTICE**

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

**SECTION 9. COMPLIANCE WITH LAWS**

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

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**SECTION 12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

**SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.**

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**IN WITNESS WHEREOF**, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MANSFIELD**

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

\_\_\_\_\_  
**Troy Lestina, Chief Financial Officer**

**ATTEST:**

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

**GRANTEE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Signature**

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

**FOR CITY SECRETARY OFFICE USE ONLY**

Original Sent to City Secretary's Office \_\_\_\_\_  
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Copy Sent to Legal Department \_\_\_\_\_  
Copy Sent to Tourism Department \_\_\_\_\_



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4942

**Agenda Date:** 9/26/2022

**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, Adopting the City of Mansfield Employee Handbook

### Requested Action

Approve the resolution adopting the City of Mansfield Employee Handbook.

### Recommendation

City staff recommends approval.

### Description/History

The current City of Mansfield Policy Manual is in need of a refresh. City staff and legal counsel have worked together over the past year on the creation of a new Employee Handbook to replace the current Policy Manual. This draft was shared with City Council for their review. The new handbook will have an effective date of September 28, 2022.

### Justification

The Employee Handbook ensures compliance with state and federal law, and sets policies to serve as a compass for the organization.

### Funding Source

N/A

### Prepared By

Olivia Romo, Director of Human Resources  
817-276-4280

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS  
ADOPTING THE CITY OF MANSFIELD EMPLOYEE HANDBOOK**

**WHEREAS**, the current City of Mansfield Policy Manual is in need of a refresh; and,

**WHEREAS** city staff and legal counsel have worked together over the past year on the creation of a new Employee Handbook to replace the current Policy Manual; and,

**WHEREAS** city staff and legal counsel have ensured compliance and accuracy in the Employee Handbook and set policies to serve as a compass for the organization; and,

**WHEREAS**, city staff has shared this handbook with City Council for their review and approval.

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

**SECTION 1.**

That the City Council of the City of Mansfield, Texas authorizes the adoption of the Employee Handbook with an effective date of September 28, 2022.

**SECTION 2.**

This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED AND APPROVED THIS 26<sup>TH</sup> DAY OF SEPTEMBER 2022.**

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

**ATTEST:**

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4945

Agenda Date: 9/26/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

### Agenda Number:

#### Title

Resolution - A Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligations; Approving the Preparation of a Preliminary Official Statement and a Notice of Sale; and Providing for the Effective Date Thereof

#### Requested Action

The City Council ratifies a resolution giving notice of intent to issue Combination Tax and Revenue Certificates of Obligation. The notice is to announce to the public that the City will be issuing bonds on November 14, 2022 for purpose of (i) designing, engineering, developing, constructing, improving and repairing, extending, and expanding streets, thoroughfares, sidewalks and bridges of the City, including streetscaping, streetlighting, signalization and other traffic controls, right-of-way protection, utility relocation, and related storm drainage improvements and the acquisition of any right of way therefor; (ii) designing, improving, constructing, renovating and equipping police facilities; (iii) designing, improving, renovating and equipping the animal care and control facility; (iv) designing, renovating, improving, and equipping the Chris Burkett Service Center; and (v) professional services incurred in connection with the previously mentioned projects and to pay the costs incurred in connection with 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 and beyond. Discussion occurred regarding prioritization of projects and funding of the projects.

#### Justification

The funds will be used to improve streets and roadways within the City and provide the necessary funding for the construction of a new police headquarters along with design of an animal control facility and design for expansion of the service center.

#### Funding Source

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



**Prepared By**

Troy Lestina, Director of Finance; 817-276-4258

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND A NOTICE OF SALE; PROVIDING FOR THE EFFECTIVE DATE THEREOF; AND EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED**

**WHEREAS**, the City Council (the “City Council”) of the City of Mansfield, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and,

**WHEREAS**, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) and the preparation of a notice of sale (“Notice of Sale”), in anticipation of its issuance of the Certificates; and,

**WHEREAS**, the City Council has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law; and,

**WHEREAS**, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; and,

**WHEREAS**, the City will make, or has made not more than 60 days prior to the date hereof, payments with respect to the design, acquisition, construction, reconstruction or renovation of the projects listed on **Exhibit A** attached hereto (collectively, the “Financed Project”); and,

**WHEREAS**, the City has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and,

**WHEREAS**, the City desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and,

**WHEREAS**, the City reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed Project and, pursuant to section 1.150-2 of the Treasury Regulations, hereby declares its intent to do so.

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

**SECTION 1.**

The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

## **SECTION 2.**

The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as **Exhibit A**, a notice of the City's intention to issue the Certificates (the "Notice").

## **SECTION 3.**

The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

## **SECTION 4.**

For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from Certificates issued in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in **Exhibit A** hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

## **SECTION 5.**

The Mayor, City Manager, Chief Financial Officer, City Secretary and other appropriate officials of the City, the City's financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of the Preliminary Official Statement and the Notice of Sale, if any, and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

## **SECTION 6.**

The City hereby authorizes the preparation and distribution of a Notice of Sale and Preliminary Official Statement relating to the Certificates and authorizes the Chief Financial Officer or City Manager to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

**SECTION 7.**

The City reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the design, acquisition, construction, reconstruction or renovation of the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

**SECTION 8.**

The City reasonably expects that the maximum principal amount of obligations issued to reimburse the City for the costs associated with the Financed Project will be \$3,000,000.

**SECTION 9.**

The Mayor, City Manager, the Chief Financial Officer, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

**SECTION 10.**

This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

## **EXHIBIT A**

### **NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Mansfield, Texas (the “City”), will meet in the Council Chambers at the City Hall, 1200 East Broad Street, Mansfield, Texas, the regular meeting place of the City Council, at 7:00 p.m. on the 14th day of November, 2022, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed \$52,000,000, payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Chapter 271, Subchapter C, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City’s waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed twenty-five (25) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) 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; (ii) designing, improving, constructing, renovating and equipping police facilities; (iii) designing, improving, constructing, renovating and equipping the animal care and control facility; (iv) designing, renovating, improving and equipping the Chris Burkett Service Center; (v) professional services incurred in connection with items (i) through (iv) and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$80,165,843. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.30%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$147,185,000, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$189,485,208.

**WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

/s/**Susana Marin**, City Secretary

City of Mansfield, Texas



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4935

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

### Title

Minutes - Approval of the September 12, 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 September 12, 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, September 12, 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

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

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:02 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 3:04 p.m. Mayor Evans recessed the executive session at 7:08 p.m.*

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

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

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

Seek Advice of City Attorney Regarding Hotel/Motel Funded Events and Agreements

Seek Advice of City Attorney Regarding Agreement with DSE Hockey Center L.P.

Seek Advice of City Attorney Regarding HR Manual

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

Discussion Regarding Part-Time Municipal Judges

**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 #21-01

Economic Development Project #21-09

Economic Development Project #21-10

Economic Development Project #21-28

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #22-14

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 7:17 p.m.*

**INVOCATION**

*Pastor Scott Oldenburg with Rush Creek Church gave the Invocation.*

**PLEDGE OF ALLEGIANCE**

*Council Member Bounds led the Pledge of Allegiance.*

**TEXAS PLEDGE**



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

*Council Member Lewis led the Texas Pledge.*

## **PROCLAMATION**

### **22-4857**

#### **Quanah Parker Day Proclamation**

*Mayor Evans read and presented the Quanah Parker Day proclamation to the Quanah Parker Chapter of the Daughters of the American Revolution.*

### **22-4858**

#### **Constitution Week Proclamation**

*Mayor Evans read and presented the Constitution Week proclamation to the Quanah Parker Chapter of the Daughters of the American Revolution.*

## **STAFF COMMENTS**

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

#### **Current/Future Agenda Items**

*City Manager Joe Smolinski and Assistant City Manager Matt Jones spoke on a letter distributed to residents by Stillwater Capital which contained inaccurate statements regarding the removal of trees.*

## **PUBLIC HEARING**

### **22-4885**

**Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to Revise the Definition of an Accessory Dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to Revise Regulations Related to Accessory Dwellings in Section 155.099(B)(35); (OA#22-007)**

*Council Member Lewis spoke on the history of this item and stated his wish to send this item back to the Planning and Zoning Commission for further review and discussion.*

*Mayor Evans opened the public hearing at 7:39 p.m.*

*Wayne Wilshire, 1101 Pinehurst - Mr. Wilshire spoke in opposition to the item.*

*Don Lautner, 18004 Fox Hollow - Mr. Lautner spoke in opposition to the item.*

*With no one else wishing to speak, Mayor Evans closed the public hearing at 7:45 p.m.*

**A motion was made by Council Member Lewis to table and refer the item back to the Planning and Zoning Commission. 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

**22-4729**

Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the habitable area of an Accessory Unit (OA 22-005)

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

**A motion was made by Council Member Lewis to table and refer the item back to the Planning and Zoning Commission. 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

**CITIZEN COMMENTS**

*Patty Smith, 2222 Walnut Manor Drive - Ms. Smith spoke on Stillwater Capital's letter regarding tree removal.*

*Kristen Fleming-Wood, 2220 Walnut Manor Drive - Ms. Fleming-Wood spoke on Stillwater Capital's letter regarding tree removal.*

*Tom Debinski, 500 Walnut Hollow Drive - Mr. Debinski spoke on Stillwater Capital's letter regarding tree removal.*

*Jennifer Mowrer, 601 Montclair Drive - Ms. Mowrer spoke on Stillwater Capital's letter regarding tree removal.*

*Jaimie Burchfield, 2224 Walnut Manor Drive - Ms. Burchfield spoke on Stillwater Capital's letter regarding tree removal.*

*Mayor Evans recognized the following non-speakers:*

*Yolanda Hilburn, 507 Montclair Drive - Opposed to Stillwater Capital Tree Removal*

*Michael Smith, 2222 Walnut Manor Drive - Opposed to Stillwater Capital Tree Removal*

**COUNCIL ANNOUNCEMENTS**

*Council Member Leyman spoke on the Freedom Fest event and thanked everyone involved.*

*Council Member Short echoed Council Member Leyman's comments and thanked the citizens for getting involved.*

*Council Member Lewis echoed the previous comments.*

*Mayor Pro Tem Tonore echoed the previous comments.*

*Council Member Bounds echoed the previous comments.*

*Council Member Broseh echoed the previous comments.*

*Mayor Evans stated we are blessed as a community to have people serving at the cemetery clean up and echoed the previous comments.*

### **SUB-COMMITTEE REPORTS**

#### **22-4888**

Minutes - Approval of the August 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

*Council Member Lewis gave a report of the meeting.*

**A motion was made by Council Member Lewis to approve the minutes of the August 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 3 - Julie Short; Casey Lewis and Tamera Bounds

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh; Mike Leyman; Todd Tonore and Michael Evans

#### **22-4890**

Minutes - Approval of the August 30, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

*Council Member Lewis gave a report of the meeting.*

**A motion was made by Council Member Lewis to approve the minutes of the August 30, 2022 Housing Market Growth Strategy Sub-Committee Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 3 - Julie Short; Casey Lewis and Tamera Bounds

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh; Mike Leyman; Todd Tonore and Michael Evans

### **STAFF COMMENTS**

**City Manager Report or Authorized Representative**

*Joe Smolinski spoke on the Mansfield cemetery clean up and other recent events.*

Mansfield Innovation Symposium Announcement - Jason Moore

*Executive Director of Economic Development Jason Moore invited the City Council to the Mansfield Innovation Symposium event on October 7, 2022.*

**Business Services Department Report**

[22-4892](#)

Presentation of the Monthly Financial Report for the Period Ending July 31, 2022

*Chief Financial Officer Troy Lestina was available for questions.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

**A motion was made by Council Member Bounds to direct the City Manager to negotiate the agreement associated with project #21-09. Seconded by Council Member Lewis. 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**

[22-4863](#)

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meetings of November 28, 2022 to November 14, 2022; December 26, 2022 to December 12, 2022; and the March 13, 2023 to March 6, 2023

**A motion was made by Mayor Pro Tem Tonore to approve the suspension of the Procedural Rules of Council. 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

[22-4867](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

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

resolution:

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION AND DEFEASANCE; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO**

**(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-3898-22

[22-4884](#)

Resolution - A Resolution Authorizing Funding for the Installation of Carpet at City Hall to Texas Custom Commercial Floors Through the Interlocal Purchasing System (BuyBoard) for an Amount of Ninety-Eight Thousand Nine Hundred Sixty-Six Dollars and Sixty-One Cents \$98,966.61 (General Fund)

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

**A RESOLUTION AUTHORIZING FUNDING FOR THE INSTALLATION OF CARPET AT CITY HALL TO TEXAS CUSTOM COMMERCIAL FLOORS THROUGH THE INTERLOCAL PURCHASING SYSTEM (BUYBOARD) FOR AN AMOUNT OF NINETY-EIGHT THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-ONE CENTS \$98,966.61 (GENERAL FUND)**

**(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-3899-22

[22-4887](#)

Resolution - A Resolution Awarding a Contract for the Purchase and Installation of Council Room Upgrades, Audio and Camera Equipment to Digital Resources and Authorizing Funding for an Amount Not to Exceed \$100,000 (Bond Funds)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS  
AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF  
CONFERENCE ROOM UPGRADES, AUDIO & CAMERA EQUIPMENT TO DIGITAL  
RESOURCES AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED  
\$100,000**

**(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-3900-22

[22-4891](#)

Resolution - A Resolution Approving an Amendment to the Contract for  
Design Services with Garver for the US 287 Frontage Road Utility Relocations  
and 30-Inch Water Line Project for an Amount Not to Exceed \$120,000 (Utility  
Fund)

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

**A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT FOR DESIGN  
SERVICES WITH GARVER FOR THE US 287 FRONTAGE ROAD UTILITY  
RELOCATIONS AND 30-INCH WATER LINE PROJECT FOR AN AMOUNT NOT TO  
EXCEED \$120,000.00**

**(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-3901-22

[22-4899](#)

Resolution - A Resolution of the City of Mansfield, Texas Consenting to a  
Sublease Allowing Bar Down Café, LLC to Operate Within the StarCenter  
Mansfield

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

**A RESOLUTION OF THE CITY OF MANSFIELD CONSENTING TO A SUBLEASE  
ALLOWING BAR DOWN CAFÉ, LLC TO OPERATE WITHIN THE MANSFIELD  
STARCENTER**

(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-3902-22

[22-4898](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in Entering into a Lease Agreement with Flex Financial, a Division of Stryker Sales LLC to Lease Durable Medical Equipment in the Amount of \$3,237,591 Payable in Ten Annual Payments

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

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ENTERING INTO A LEASE AGREEMENT WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES LLC TO LEASE DURABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$3,237,591 PAYABLE IN TEN ANNUAL PAYMENTS**

(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-3903-22

[22-4889](#)

Minutes - Approval of the August 22, 2022 Regular City Council Meeting Minutes

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the August 22, 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

**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**[22-4874](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving Updates Regarding Republic Services Request for Extraordinary Recycling Processing Rate Increase for the Ensuing Contract Year

*Council Member Broseh removed this item from the consent agenda. Troy Lestina spoke on the item and answered Council questions. Robyn Mota, Republic Services, answered Council questions.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING UPDATES REGARDING REPUBLIC SERVICES REQUEST FOR EXTRAORDINARY RECYCLING PROCESSING RATE INCREASE FOR THE ENSUING CONTRACT YEAR**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3904-22

[22-4878](#)

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas through Public Safety Office Criminal Justice Division in an Amount Not to Exceed \$34,165.60

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

**A motion was made by Council Member Lewis to approve the following resolution in an amount not to exceed \$59,665.00 for level III protection from pistol and rifle ammunition:**

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR OF TEXAS, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION TO PURCHASE BULLET-RESISTANT SHIELDS. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$59,665.60 AND DOES NOT REQUIRE A MATCH**

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

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



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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3905-22

### **END OF CONSENT AGENDA**

### **OLD BUSINESS**

#### **22-4845**

Review and Consideration of a Request to Approve Minor Modifications to the South Pointe Planned Development (PD) District Standards, Office Residential (OR) District; RUBY 07 SPMTGE LLC, developer (ZC#04-012C)

*Director of Planning Jason Alexander stated that the developer requested this item be tabled.*

**A motion was made by Council Member Lewis to table this item indefinitely, until the developer is ready to come back. 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

### **PUBLIC HEARING**

#### **22-4836**

Public Hearing - Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

*Troy Lestina presented the highlights of the proposed FY '23 budget.*

*Mayor Evans opened the public hearing at 8:47 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:47 p.m.*

**There was no action taken.**

#### **22-4837**

Public Hearing - Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.6800 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

*Troy Lestina presented the item.*

*Mayor Evans opened the public hearing at 8:48 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:48 p.m.*

**There was no action taken.**

## **17. NEW BUSINESS**

### **22-4872**

Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield and Making Appropriations for Each Fund and Department

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

**AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE**

**(Ordinance 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: OR-2269-22

### **22-4873**

Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.68000 Per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City; Providing for Due and Delinquent Dates Together with Penalties and Interest; and Declaring an Effective Date

**A motion was made by Council Member Short to approve the following ordinance and that the property tax rate be increased by the adoption of the tax rate of \$0.68000, which is effectively an 8.46% increase in the tax rate:**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2023 AT A RATE OF \$0.68000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2022, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT**

**EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE**

(Ordinance 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: OR-2270-22

[22-4860](#)

Resolution - Approval of a Resolution of the City Council of the City of Mansfield, Texas, Approving a TIRZ Development Agreement for Reinvestment Zone Number Two, City of Mansfield, By and Between the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and HGRC Mansfield, LP; and Providing an Effective Date

*Jason Moore presented the item and answered questions.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, BY AND BETWEEN THE CITY OF MANSFIELD, TEXAS, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, AND HOQUE GLOBAL; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-3906-22

[22-4894](#)

Resolution - A Resolution Awarding a Contract to Hunden Strategic Partners for the Harvest Pointe Market Demand, Financial Feasibility, and Economic Impact Study in an Amount not to Exceed \$236,000

*Jason Moore presented the item and answered questions.*

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

**A RESOLUTION AWARDING A CONTRACT TO HUNDEN STRATEGIC PARTNERS FOR THE HARVEST POINTE MARKET DEMAND, FINANCIAL FEASIBILITY, AND ECONOMIC IMPACT STUDY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-SIX THOUSAND DOLLARS AND NO CENTS (\$236,000.00)**

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

**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

Enactment No: RE-3907-22

### **RECESS INTO EXECUTIVE SESSION**

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 9:01 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 9:07 p.m. Mayor Evans recessed the executive session at 10:06 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 Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Hotel/Motel Funded Events and Agreements

Seek Advice of City Attorney Regarding Agreement with DSE Hockey Center L.P.

Seek Advice of City Attorney Regarding HR Manual

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

Discussion Regarding Part-Time Municipal Judges

**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 #21-01

Economic Development Project #21-09

Economic Development Project #21-10

Economic Development Project #21-28

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #22-14

Economic Development Project #22-24

**RECONVENE INTO REGULAR BUSINESS SESSION**

*Mayor Evans reconvened into regular business session at 10:07 p.m.*

**ADJOURN**

**A motion was made by Council Member Lewis to adjourn the meeting at 10:07 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: 22-4932

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Resolution

### Title

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2022/2023 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and Providing an Effective Date

### Requested Action

Approve the Annual Plan of Service and Budget of the South Pointe Public Improvement District.

### Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Annual Plan of Service and Budget along with the updated five-year plan of Service and Budget for the South Pointe Public Improvement District.

### 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. There is no change from the original assessment. These assessments will be collected through the same systems used to collect ad valorem property tax.

### Justification

The annual plan of Service and Budget for the South Pointe Public Improvement District addresses the on-going maintenance needs within the boundaries of the public improvement district. The budget for fiscal year 2023 is \$681,959. The Developer and the Management Company are working in concert to maintain the district. Their efforts are focused on creating an exceptional community within the City of Mansfield through the maintenance and development of this public improvement district.

**Funding Source**

The cost of the annual plan of Service and Budget is funded from assessment fees of \$1,000 per single family home and \$120 per multifamily unit within the District. Any remaining costs are funded by the developer of South Pointe.

**Prepared By**

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

Bryan Rebel, Assistant Director of Finance; 817-276-4296



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS APPROVING THE FISCAL YEAR 2022/2023 SERVICES AND ASSESSMENT PLAN FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and,

**WHEREAS**, owners of real property located at the juncture of US 287 and SH 360, delivered to the City of Mansfield a Petition to establish the South Pointe Public Improvement District (the "PID"); and,

**WHEREAS**, after providing notices required by Section 372.009 of the Act, the City Council on January 11, 2016, conducted a public hearing on the advisability of the improvements, and adjourned such public hearing; and,

**WHEREAS**, the City Council passed and adopted Resolution No. RE-3214-16 on February 22, 2016 establishing the South Pointe PID; and,

**WHEREAS**, as required by Section 372.013 of the Act, staff and council reviewed the service and assessment plan for the purpose of determining the annual budget for the PID; and,

**WHEREAS**, it is now necessary for the City Council to approve the FY 2022/2023 budget for the PID.

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

**SECTION 1.**

The City Council of the City of Mansfield, in accordance with Chapter 372, Texas Local Government Code, hereby approves the FY 2022/2023 budget attached hereto as **Exhibit A**.

**SECTION 2.**

The City Council hereby finds that the statements set forth in the recitals of the Resolution are true and correct, and the Council hereby incorporates such recitals as part of this Resolution.

**SECTION 3.**

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

**SECTION 4.**

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 5.**

This resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

## 2023 - 2027 Budget

South Pointe PID

Year: 2023-2027

Notes: Budget based on a 10% increase on most items annually

	2023	2024	2025	2026	2027
4110 - PID Assessment	\$ 681,959.48	\$ 830,959.00	\$ 979,959.00	\$ 1,128,959.00	\$ 1,356,598.00
5104 - Administrative	\$ 2,015.00	\$ 2,216.50	\$ 2,438.15	\$ 2,681.97	\$ 2,950.16
5105 - Postage	\$ 2,015.00	\$ 2,216.50	\$ 2,438.15	\$ 2,681.97	\$ 2,950.16
5113 - Professional Management	\$ 30,000.00	\$ 36,000.00	\$ 42,000.00	\$ 48,000.00	\$ 48,000.00
5114 - Storage	\$ 400.00	\$ 450.00	\$ 525.00	\$ 550.00	\$ 600.00
5116 - Association Meetings	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5181 - Audit and Accounting	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
5250 - Commercial Package Insurance	\$ 6,242.00	\$ 6,866.20	\$ 7,552.82	\$ 8,308.10	\$ 9,138.91
5251 - Directors' & Officers' Ins.	\$ 4,275.00	\$ 4,702.50	\$ 5,172.75	\$ 5,690.03	\$ 6,259.03
5255 - Fidelity (Crime) Insurance	\$ 505.00	\$ 555.50	\$ 611.05	\$ 672.16	\$ 739.37
5303 - Electricity	\$ 27,000.00	\$ 29,700.00	\$ 32,670.00	\$ 35,937.00	\$ 39,530.70
5305 - Water/Sewer - Irrigation	\$ 56,000.00	\$ 61,600.00	\$ 67,760.00	\$ 74,536.00	\$ 81,989.60
5401 - Pet Stations	\$ 14,000.00	\$ 15,400.00	\$ 16,940.00	\$ 18,634.00	\$ 20,497.40
5470 - Common Area Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5477 - Fence/Wall Repair & Maintenance	\$ 3,300.00	\$ 3,630.00	\$ 3,993.00	\$ 4,392.30	\$ 4,831.53
5480 - Electrical Repairs & Maintenance	\$ 1,650.00	\$ 1,815.00	\$ 1,996.50	\$ 2,196.15	\$ 2,415.77
5505 - Porter Service	\$ 11,440.00	\$ 12,584.00	\$ 13,842.40	\$ 15,226.64	\$ 16,749.30
5601 - Contract Landscape Maintenance	\$ 233,472.00	\$ 256,819.20	\$ 256,819.20	\$ 256,819.20	\$ 282,501.12
5602 - Additional Landscape Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5603 - Landscape Improvements	\$ 90,000.00	\$ 99,000.00	\$ 108,900.00	\$ 119,790.00	\$ 131,769.00
5604 - Annual Color	\$ 8,800.00	\$ 9,680.00	\$ 10,648.00	\$ 11,712.80	\$ 12,884.08
5630 - Holiday Lights & Decorations	\$ 605.00	\$ 665.50	\$ 732.05	\$ 805.26	\$ 885.78
5650 - Irrigation Maintenance	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00	\$ 80,525.50
5700 - Pond Maintenance	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50	\$ 8,052.55
5710 - Pond Chemicals	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50	\$ 8,052.55
5750 - Fountain	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
6000 - Contingency Fund	\$ 68,195.95	\$ 83,095.90	\$ 97,995.90	\$ 112,895.90	\$ 135,659.80
Income Accounts Total:	\$ 681,959.48	\$ 830,959.00	\$ 979,959.00	\$ 1,128,959.00	\$ 1,356,598.00
Expense Accounts Total:	\$ 676,564.95	\$ 755,196.80	\$ 813,939.97	\$ 876,409.96	\$ 970,605.26
Difference:	\$ 5,394.53	\$ 75,762.20	\$ 166,019.03	\$ 252,549.04	\$ 385,992.74



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4908

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Historic Landmark Overlay District Classification for the Mansfield Cemetery, c. 1868, and the Mansfield Community Cemetery, (c. 1874), Located at 750 W. Kimball Street; Mansfield Cemetery Association, Owner and Mansfield Community Cemetery Association, Owner (HLC#22-007 and HLC#22-010)

**Requested Action**

To consider the proposed Historic Landmark Overlay District classification.

**Recommendation**

The Planning and Zoning Commission held a public hearing on September 19, 2022, and voted 6 to 0 to recommend approval. (Commissioner Mainer abstained from the vote.)

The Historic Landmark Commission held a public hearing on September 8, 2022, and voted 6 to 0 to recommend approval.

Staff recommends approval.

**Description/History**

Existing Use: Cemetery

Existing Zoning: SF-7.5/12 and PR

*Surrounding Land Use & Zoning:*

North - Single-family residences, Mansfield Community Cemetery and McClendon Park East, PR, SF-7.5/12 and PD

South - Vacant and industrial, I-1

East - Mausoleum/cemetery, PD

West - Vacant and McClendon Park East, PR and I-1

**Comments and Considerations**

The Mansfield Cemetery Association and Mansfield Community Cemetery Association have requested a Historic Landmark Overlay District classification for the historic cemeteries at 750 W. Kimball Street. This designation will honor both cemeteries' historic significance. The property is zoned PR.

Approval of this designation will create the City's first Historic District containing more than one historic property. The district will not merge the cemeteries together; they will

continue to be separate cemeteries with their individual historic identities and cemetery associations.

By city ordinance, landmark designation requests may only be made by the owner of the property. A landmark designation does not change the underlying zoning on the property.

### **Mansfield Cemetery**

Ralph Man deeded the land for the 2.75-acre Cumberland section in 1874 to the Mansfield congregation of the Cumberland Presbyterian Church, but the land was first used for internment in 1868, when Julia Alice Boisseau Man, wife of Ralph S. Man and sister-in-law of Julian Feild, Mansfield's co-founders, was buried.

Inventories in 1950 and 1980 record 819 grave markers, but there also are large numbers of unmarked graves. Markers are typically granite, limestone and marble. Several Civil War, World War I and World War II veterans are buried in the Mansfield Cemetery and the influenza outbreak at the end of World War I added many Mansfield residents to the cemetery. Many of Mansfield's early settlers and community leaders are buried in the Cumberland section, including Ralph Man.

The Cemetery is an officially recognized historic resource of the City of Mansfield.

### **Mansfield Community Cemetery**

Adjacent to the Cumberland section is the 1.32-acre Mansfield Community Cemetery, formerly known as the "Colored" Cemetery. Fifteen of the 83 marked graves could be descendants of Nathan Moody, a slave of Captain Thomas O. Moody, a Confederate officer, buried in the Cumberland section. Veterans of both World Wars are also buried in the Mansfield Community Cemetery.

Markers in the Mansfield Community Cemetery are often less elaborate and included stones, shells and other folk art arrangements. A fence dividing the white and black cemeteries was removed in 2018.

It is believed that Ralph Man donated the land, since this portion of the city was part of his 246-acre farm, which remained occupied by the Man family until 1942. Maintenance of the cemetery is a community effort led by Bethlehem Baptist Church.

The Cemetery is an officially recognized historic resource of the City of Mansfield.

### **Designation Criteria**

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

1. *Exemplification of the cultural, economic, social, ethnic, or historical heritage of the City.*

The Mansfield Cemetery and Mansfield Community Cemetery are two of the most important historic resources in Mansfield. They serve as a directory of early residents

and reflect the ethnic diversity and unique population of the area and contributes to the narrative of Mansfield's history.

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

Both cemeteries contain the grave sites of many of Mansfield's early families and community leaders.

3. *A place that because of its location has become of historic or cultural value to a neighborhood or community.*

The cemeteries are located at the western edge of the Original Town of Mansfield. Unlike smaller family cemeteries, their proximity to the historic downtown and the adjacent farming districts provided burial space for the community and are still in use today.

**Prepared By**

Art Wright, Senior Planner/HPO  
817-276-4226

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 (“ZONING”) OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, TO GRANT A HISTORIC LANDMARK OVERLAY DISTRICT CLASSIFICATION FOR THE MANSFIELD CEMETERY AND MANSFIELD COMMUNITY CEMETERY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of the Chapter 155 (“Zoning”) of the Code of Ordinances of the City of Mansfield, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Code of Ordinances and Zoning Map should be amended.

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

**SECTION 1.**

That Chapter 155 (“Zoning”) of the Code of Ordinances of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a Historic Landmark Overlay District Classification, said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.**

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

**SECTION 3.**

That the above-described properties shall be used only in the manner and for the purposes provided for in Chapter 155 (“Zoning”) of the Code of Ordinances of the City of Mansfield, Texas, as amended herein by the granting of this zoning classification.

**SECTION 4.**

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity

of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 155 ("Zoning") of the Code of Ordinances of the City of Mansfield, Texas, as a whole.

**SECTION 5.**

Any person, firm or corporation violating any of the provisions of this ordinance or Chapter 155 ("Zoning") of the Code of Ordinances of the City of Mansfield, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 6.**

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

**FIRST READING APPROVED ON THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 10<sup>TH</sup> DAY OF OCTOBER 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Drew Larkin, City Attorney**



## **EXHIBIT "A"**

### **MANSFIELD CEMETERY**

#### **Property Description**

Being all of those certain lots, tracts or parcels of land situated in Tarrant County, Texas, lying in the Thomas J. Hanks One-Third League Survey, and being the same property which is more particularly described in a certain deed from Hattie Ellis Blessing, a widow, and Independent Executrix of the Estate of T. E. Blessing, to Oscar E. McInnis, said deed recorded in Volume 3559, Page 138, Deed Records of Tarrant County, Texas.

### **MANSFIELD COMMUNITY CEMETERY**

#### **Property Description**

BEING a tract of land situated in the Thomas J. Hanks Survey, Abstract No. 644, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for corner for the southwest corner of said tract;

THENCE North 01 degree 54 minutes 57 seconds East a distance of 222.60 feet to a cedar post found;

THENCE South 84 degrees 22 minutes 14 seconds East a distance of 247.52 feet;

THENCE South 88 degrees 45 minutes 36 seconds East a distance of 301.62 feet to a 1/2-inch iron rod found on the west line of Kimball Street;

THENCE South 11 degrees 23 minutes 27 seconds East along said line, a distance of 190.73 feet;

THENCE South 89 degrees 32 minutes 47 seconds West a distance of 593.01 feet to the POINT OF BEGINNING and containing 2.61 acres of land.







REMAN  
BORN IN CHARLESTON S.C.  
Nov. 21 1825  
DIED IN MARSHFIELD TEX.  
Nov. 18 1905  
ONE OF THE FOUNDERS OF  
MARSHFIELD

WILLIAM LICE  
BORN 1815  
DIED 1885  
MAY 18 1885  
AGE 69  
WAS A MEMBER OF THE  
METHODIST CHURCH  
AND A GOOD MAN





*I know that*



















FATHER  
WILLIE  
1880 — 1948  
AT REST



MOTHER  
MAGGIE  
1884 — 1937  
AT REST

JONES







GEORGE SIMPSON  
BORN SEP 30, 1852  
DIED JUNE 9, 1910  
WIFE OF GEORGE SIMPSON  
DAUGHTER OF GEORGE SIMPSON













# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4939

Agenda Date: 9/26/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

### Agenda Number:

#### Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from PR, Pre-Development District to PD, Planned Development District for a mixed lot single-family residential development on 32.352 acres out of the James McDonald Survey, Abstract No. 997, Tarrant County, TX, located at 1970 N Main. Kinney Family Living Trust, owner, Pulte Group, Developer (ZC#22-007)

#### Requested Action:

To consider the subject zoning change request.

#### Recommendation:

The Planning and Zoning Commission held a public hearing on September 6, 2022, and voted 7 to 0 to approve with the condition that the developer add an 8-foot screening fence along the southern boundary of the development.

Staff recommends approval.

#### Description/History

*Existing Use:* Vacant

*Existing Zoning:* PR, Pre-Development District

#### Surrounding Land Use & Zoning:

North: Woodland Estates, 2F, Two Family Residential District Zoning

South: Mansfield Fire Station 4, MISD Operations Facility

East: Vacant, PD Planned Development District for Single Family, Dolce Vita

West: North Main Street Right-of-Way

#### Synopsis

The requested zoning (PD, Planned Development District) is consistent with the vision and recommendations found in the Official Land Use Plan for Sub-Area 3, and the proposed development is compatible with surrounding land uses. Staff recommends approval.

#### Staff Analysis

The subject property consists of two (2) tracts of land located in Tarrant County totaling approximately 32.352 acres. The developer is proposing to build a maximum of 144 detached units (resulting in a density 4.451 units/acre). The lots will vary in width from 40 feet wide to 60 feet wide, yielding typical lot sizes of 4,400 (47%), 5,500 (24%), and

7,000 (28%) square feet. The development team has oriented the project so that 71% of the lots are alley served. The remaining homes along the outside of the development are front-loaded units with J-swing garages.

Overall, the neighborhood has provided various common open space areas including mews that create view corridors through the neighborhood and appropriately sized programmed civic spaces for use by the neighborhood residents. These areas will account for a minimum of 13.5% of the overall developed area. The larger areas include covered areas, seating, a playground, open lawns, et cetera.

#### Development Plan and Standards

The applicant has provided a separate exhibit --- Exhibit B --- containing the standards for development associated with the Kinney Tract Planned Development.

There are standards for lot types, orientation of garages, architecture and anti-monotony standards, and landscaping.

As proposed, all single-family residential units shall require a minimum of two (2) off-street parking spaces to be provided within a garage. Also, as proposed, non-alley accessed lots shall require their garages be constructed as J-swing garages, thereby minimizing the impact of garages on front facades.

#### Anti-Monotony

The proposed standards for the Kinney Tract Planned Development include provisions concerning anti-monotony; to ensure a variety of architectural designs with appropriate detailing, materials, color, et cetera, to create a compelling streetscape structure that is unique and attractive. The proposed standards limit building façades / floorplans that are identical or similar on a block face when they not separated by a minimum of three lots.

Administrative standards have been provided to mandate that homebuilders submit the above diagram to illustrate compliance along a block face.

Elevations have been provided in Exhibit E. They illustrate significant changes in roof slope and style, building materials, porch design, et cetera.

#### Roof Pitches

For all lots, pitched roofs will be provided with a minimum angle of 6:12.

#### Building Materials

The exterior finish on building elevations shall be limited to any combination of brick, stone, cementitious fiber board and stucco. Stucco may only be used as an accent (no more than 10 percent) exterior finish on type A lots. Also, wood may only be used as an accent exterior finish material on type B, C, D, E, F, and G Lots.

#### Design Standards

All residential units on alley-served lots shall have a porch or a stoop attached on the principal building façade. Porch dimensions are identified in the PD, Planned

Development District standards and require a minimum depth of six feet and contain a minimum of 60 square feet (exclusive of space dedicated to an entryway).

Architectural prescriptions for corner lots have been provided as part of Exhibit C-2. The exhibit identifies key corner lots and requires those identified to have a front and side porch and/or a porch that wraps from the front to the side. These lots have been identified as they are at main street intersections or along a roadway or greenspace.

### **..Recommendation**

The Official Land Use Plan identifies opportunities for medium and higher density projects, where appropriate, as infill projects. This creates an opportunity within Sub-Area 3 for a development proposal such as the Kenney Tract Planned Development as the area has direct and major connections to Downtown core and other major destinations. Specifically, the plan states that the target should be over 5 units per acre. This development is at 4.451 units per acres but when removing the common green spaces (approximately 6 acres) from residential density calculations, the net site density is approximately to 5.5 units per acre.

Consistent with that vision, this development provides design characteristics which substantially align with aesthetic priorities and initiatives seen in traditional neighborhood developments (i.e., Starlin Ranch). It also follows the recommendations and direction provided for residential projects pursuant to the Official Land Use Plan. The developer has collaborated with staff on numerous edits and enhancements to their original plan for this site in order to provide a product that creates both a strong sense of place and provides unique housing options for Mansfield.

Staff recommends approval.

### **Prepared By**

Arty Wheaton-Rodriguez  
Assistant Director of Planning  
(817) 276-4245

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

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

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

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

**SECTION 1.**

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

**SECTION 2.**

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

**SECTION 3.**

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



**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

**SECTION 7.**

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

**FIRST READING APPROVED ON THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 10<sup>TH</sup> DAY OF OCTOBER 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Drew Larkin, City Attorney**





**ZC#22-007**

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

8/23/2022





# Property Owner Notification for ZC#22-007

LEGAL DESC 1 ADDRESS	LEGAL DESC 2 CITY	LEGAL DESC 3 ZIP	LEGAL DESC 4	ACREAGE	OWNER NAME	OWNER
90231					CITY OF ARLINGTON ARLINGTON T,X	P.O. BOX 76004--323
RAGLAND ROAD					GRAND PRAIRIE LAKE PARKS GRAND PRAIRIE, TX	3401 75052
HILLCREST ST					MANSFIELD ISD MANSFIELD, TX	203 76063
WALTER STEPHENSON					MIDLOTHIAN ISD MIDLOTHIAN, TX	100 76065 ROAD
LOOP 820					TXDOT FORT WORTH, TX	2501 SW 76113
COLTON ADDITION CHURCHILL DR	LOT 1 BERWYN, PA			4.95066368 19312 769	WELLS, DAN M	465
HARRELL, WILLIAM H SURVEY BROAD ST	A 724 MANSFIELD, TX	TR 1F 76063-1805	& A659 TRS 7C5 1A3	10.9891168	MANSFIELD PARK FACILITIES	1200 E
				542	DEV	
HENDRICKS, ESQUIRE SURVEY 34001	A 659 FORT WORTH, TX	TR 7 76162-4001		10.5465890	BALLOUN, MICHAEL	PO BOX
				957		
MANSFIELD ISD CTR PERFORM BROAD ST ARTS	BLK 1 MANSFIELD, TX	LOT 1 76063-1766		27.0420205	MANSFIELD, ISD	605 E
				115		
MANSFIELD ISD OPER COMPLEX BROAD ST	LOT 1R1 MANSFIELD, TX			43.8386450 76063-1766 564	MANSFIELD, ISD	605 E
MANSFIELD ISD OPER COMPLEX BROAD ST	LOT 3 MANSFIELD, TX			1.38553537 76063-1805 132	MANSFIELD, CITY OF	1200 E
MANSFIELD SEVENTH DAY ADVANTI	BLK 1	LOT 1		6.44401323 031	TEXAS CONFERENCE ASSN OF SDA	PO BOX 800
MANSFIELD SEVENTH DAY ADVANTI	BLK 1	LOT 1		6.44401323 031	TEXAS CONFERENCE ASSN OF SDA	PO BOX 800
MCDONALD, JAMES SURVEY AVENUE G NW	A 997 CHILDRESS, TX	TR 2A02 79201		17.2958770	LEONARD, KAREN	504
				284		
MCDONALD, JAMES SURVEY MAIN ST	A 997 MANSFIELD, TX	TR 3E01 76063		1.56963280	HANNA, MELAD	2140 N
				058		
MCDONALD, JAMES SURVEY COUNTRYSIDE DR	A 997 BEDFORD, TX	TR 2A 76021-7521	HOMESITE	15.3835448	KINNEY FAMILY LIVING TRUST	2212
				277		
MCDONALD, JAMES SURVEY	A 997	TR 3D01		0.90902018	REYES, CARLOS C	6407

MARTHA CT	ARLINGTON, TX	76001-5690			
MCDONALD, JAMES SURVEY 1454	A 997 MANSFIELD, TX	TR 3D2 76063-1454	0002 3.29890393	COOPER, JANE ANN	PO BOX
MCDONALD, JAMES SURVEY MARTHA CT	A 997 ARLINGTON, TX	TR 3C 76001-5690	774 0.11492692	REYES, CARLOS C	6407
MCDONALD, JAMES SURVEY MAIN ST	A 997 MANSFIELD, TX	TR 3B01 76063-3949	7878 6.35917589	JACKSON, CHARLES EUGENE	1981 N
			865		

Tuesday, August 23, 2022

## Property Owner Notification for ZC#22-007

LEGAL DESC 1 ADDRESS	LEGAL DESC 2 CITY	LEGAL DESC 3 ZIP	LEGAL DESC 4	ACREAGE	OWNER NAME	OWNER
MCDONALD, JAMES SURVEY COUNTRYSIDE DR	A 997 BEDFORD, TX	TR 2A 76021-7521	HOMESITE	15.3835341	KINNEY FAMILY LIVING TRUST	2212
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 10B 76063-6053		247 0.08608817	SCHERER, BRYAN S	2413
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 13B 76063		66832 0.11497734	CURRY, AUDRA YVETTE	2401
WOODLAND ESTATES WILSHIRE BLVD STE	BLK 2 LOS ANGELES, CA	LOT 7A 90024		9662 0.09240249	VASSOLY, GIL	10877
WOODLAND ESTATES LAMAR BLVD # 170	BLK 2 ARLINGTON, TX	LOT 6B 76011-3504		92907 0.10043617	LINDSEY, DIANE M	1800 835 E
WOODLAND ESTATES LAMAR BLVD # 170	BLK 2 ARLINGTON, TX	LOT 6A 76011-3504		761 0.08608812	LINDSEY, DIANE M	835 E
WOODLAND ESTATES BRANFORD RD	BLK 2 SAN DIEGO, CA	LOT 5B 92129		18545 0.08608817	CATHERS, BRIAN	10040
WOODLAND ESTATES BRANFORD RD	BLK 2 SAN DIEGO, CA	LOT 5A 92129		66842 0.10043617	CATHERS, BRIAN	10040
WOODLAND ESTATES AVE	BLK 2 SAN MATEO, CA	LOT 4B 94402		7611 0.10043620	CATHERS, BRIAN E	133 14TH
WOODLAND ESTATES AVE	BLK 2 SAN MATEO, CA	LOT 4A 94402		0696 0.08608812	CATHERS, BRIAN E	133 14TH
WOODLAND ESTATES BRADBURY DR	BLK 2 CARROLLTON, TX	LOT 3B 75007		18551 0.10043617	SHEFA GROUP LLC	1309
WOODLAND ESTATES BRADBURY DR	BLK 2 CARROLLTON, TX	LOT 3A 75007		761 0.08608817	SHEFA GROUP LLC	1309
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 8B 76063-6053		66843 0.08608812	COLLINS, DEBRA Y	2421
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 9A 76063-6053		18551 0.08608817	STRIBLING, GEORGIE C	2419
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 9B 76063		66839 0.10043614	HASBROUCK, SANDRA	2417
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 10A 76063		5883 0.10043614	WRIGHT, KRISTOPHER	2415
WOODLAND ESTATES	BLK 2	LOT 11A		5881 0.10043620	CRUMP, CASEY	2411

RAVENWOOD CT	MANSFIELD, TX	76063	0696		
WOODLAND ESTATES CUMBERLAND TR	BLK 2 MANSFIELD, TX	LOT 11B 76063-6350	0.08608812	MURRAY, JOHN E	910
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 12A 76063	18548 0.08608817	DANSO, FREDDY	2407
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 12B 76063	66843 0.10043617	LEOS, HALEY	2405
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 13A 76063-6053	761 0.08608812	ELLIOTT, PATRICIA A	2403
			18555		

Tuesday, August 23, 2022

## Property Owner Notification for ZC#22-007

LEGAL DESC 1 ADDRESS	LEGAL DESC 2 CITY	LEGAL DESC 3 ZIP	LEGAL DESC 4	ACREAGE	OWNER NAME	OWNER
WOODLAND ESTATES WILSHIRE BLVD STE	BLK 2 LOS ANGELES, CA	LOT 7B 90024		0.08305176 24266	VASSOLY, GIL	10877 1800
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 2B 76063		0.08608812 18555	DAVIS, DOROTHY	2406
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 2A 76063		0.10043620 0696	SMITH, RAVEENA G	2404
WOODLAND ESTATES ZURICH TERR	BLK 2 SUNNYVALE, CA	LOT 1B 94087-3265		0.08608817 66832	GOTESDYNER, RONY	1347
WOODLAND ESTATES ZURICH TERR	BLK 2 SUNNYVALE, CA	LOT 1A 94087-3265		0.11478419 389	GOTESDYNER, RONY	1347
WOODLAND ESTATES BROAD ST	BLK 2 MANSFIELD, TX	LOT 50X 76063-1805	PUBLIC AREA PARK	8.13266555 077	MANSFIELD, CITY OF	1200 E
WOODLAND ESTATES RAVENWOOD CT	BLK 2 MANSFIELD, TX	LOT 8A 76063-6053		0.09703824 05476	BROWN, CYNTHIA D EST	2423
WOODLAND ESTATES SECRETARIAT WAY	BLK 5 NAMPA, ID	LOT 5B 83686		0.11216212 8864	PALMER, ROLLY	2027 S
WOODLAND ESTATES SECRETARIAT WAY	BLK 5 NAMPA, ID	LOT 5A 83686		0.08780989 63046	PALMER, ROLLY	2027 S
WOODLAND ESTATES 151804	BLK 5 ARLINGTON, TX	LOT 4B 76015		0.10244488 0759	NGUYEN, TRANG M	PO BOX
WOODLAND ESTATES BROAD ST	BLK 5 MANSFIELD, TX	LOT 6X 76063-1805	PUBLIC AREA PARK	1.63056261 052	MANSFIELD, CITY OF	1200 E
WOODLAND ESTATES 151804	BLK 5 ARLINGTON, TX	LOT 4A 76015		0.08780995 20061	NGUYEN, TRANG M	PO BOX



Tuesday, August 23, 2022

EXHIBIT A

PROPERTY DESCRIPTION  
TRACT 1

BEING A TRACT OF LAND SITUATED IN THE JAMES MCDONALD SURVEY, ABSTRACT NUMBER 997, CITY OF MANSFIELD, TARRANT COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 16.000 ACRE TRACT OF LAND DESCRIBED BY DEED TO KAREN LYNN LEONARD AND JULIA ANN LEONARD OLSON, AS RECORDED IN INSTRUMENT NUMBER D219083452, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH YELLOW CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID CALLED 16.000 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHEASTERLY CORNER OF LOT BOX, BLOCK 2, WOODLAND ESTATES, PHASE 1—B, AS RECORDED IN CABINET A, SLIDE 10943, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND SAID IRON ALSO BEING IN THE WESTERLY LINE OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND (TRACT 2) DESCRIBED BY DEED TO ACCP, L.P., AS RECORDED IN INSTRUMENT NUMBER D209078673, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

THENCE S 30°48'46" E, A DISTANCE OF 519.66 FEET (PREVIOUSLY RECORDED AS S 30°10'38"E) ALONG THE COMMON LINE OF THE EASTERLY LINE OF SAID CALLED 16.000 ACRE TRACT AND THE WESTERLY LINE OF SAID CALLED ACCP, L.P., TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET, SAID IRON BEING THE SOUTHEASTERLY CORNER OF SAID CALLED 16.000 ACRE TRACT AND THE NORTHEASTERLY CORNER OF THAT CERTAIN CALLED 15.894 ACRE TRACT OF LAND DESCRIBED BY DEED TO KINNEY FAMILY LIVING TRUST AGREEMENT, AS RECORDED IN VOLUME 11838, PAGE 1891, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE COMMON LINE OF THE SOUTHERLY LINE OF SAID CALLED 16.000 ACRE TRACT AND THE NORTHERLY LINE OF SAID CALLED 15.894 ACRE TRACT:

S 60°39'09"W, A DISTANCE OF 1239.42 FEET (PREVIOUSLY RECORDED AS S 61°20'38"W) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

S 30°35'46"E, A DISTANCE OF 89.57 FEET (PREVIOUSLY RECORDED AS S 30°26'52"E, 89.22 FEET) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

S 42°36'14"E, A DISTANCE OF 50.00 FEET (PREVIOUSLY RECORDED AS S 41°52'00"E) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

S 47°23'46"W, A DISTANCE OF 80.00 FEET (PREVIOUSLY RECORDED AS S 48°08'00"W) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE SOUTHWESTERLY CORNER OF SAID CALLED 16.000 ACRE TRACT AND NORTHWESTERLY CORNER OF SAID CALLED 15.894 ACRE TRACT AND BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 287 BUSINESS ALSO KNOWN AS N. MAIN STREET, (A 100 FOOT RIGHT-OF-WAY);

THENCE N 42°36'14"W, A DISTANCE OF 50.01 FEET (PREVIOUSLY RECORDED AS N 41°52'00"W) ALONG THE COMMON LINE OF THE WESTERLY LINE OF SAID CALLED 16.000 ACRE TRACT AND SAID EASTERLY RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD FOUND, SAID IRON ROD BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN CALLED 1.104 ACRE TRACT OF LAND DESCRIBED BY DEED TO CARLOS C. REYES. SR. AND NELLIE REYES, AS RECORDED IN INSTRUMENT NUMBER D216031272, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

THENCE N 31°08'47"W, A DISTANCE OF 627.68 FEET (PREVIOUSLY RECORDED AS N 30°26'52"W, 627.24 FEET) ALONG THE COMMON LINE OF THE WESTERLY LINE OF SAID CALLED WOODLAND D16.000 ACRE TRACT AND THE EASTERLY LINE OF SAID CALLED 1.104 ACRE TRACT TO A CROSS TIE FENCE POST FOUND, SAID POST BEING THE NORTHWESTERLY CORNER OF SAID CALLED 16.000 ACRE TRACT AND THE SOUTHWESTERLY CORNER OF LOT 6X, BLOCK 5, OF THE AFOREMENTIONED WOODLAND ESTATES, PHASE 1—B, RECORDED IN CABINET A, SLIDE 10943, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND FROM WHICH A 3/8 INCH IRON ROD FOUND FOR THE MOST NORTHEASTERLY CORNER OF SAID CALLED 1.104 ACRE TRACT BEARS N 31°27'00"W, 64.22 FEET;

THENCE N 60°39'09"E, A DISTANCE OF 1321.76 FEET (PREVIOUSLY RECORDED AS N 61°20'38"E, 1320.40 FEET) ALONG THE COMMON LINE OF THE NORTHERLY LINE OF SAID CALLED 16.000 ACRE TRACT AND THE SOUTHERLY LINE OF SAID WOODLAND ESTATES TO THE POINT OF BEGINNING AND CONTAINING 697,634 SQUARE FEET OR 16.015 ACRES OF LAND, MORE OR LESS.

## ZC#22-007

### PROPERTY DESCRIPTION TRACT 2

BEING A TRACT OF LAND SITUATED IN THE JAMES MCDONALD SURVEY, ABSTRACT NUMBER 997, CITY OF MANSFIELD, TARRANT COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 15.894 ACRE TRACT OF LAND DESCRIBED BY DEED TO KINNEY FAMILY LIVING TRUST AGREEMENT, AS RECORDED IN VOLUME 11838, PAGE 1891, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

COMMENCING AT A 1/2 INCH IRON ROD WITH YELLOW CAP FOUND AT THE NORTHEASTERLY CORNER OF THAT CERTAIN CALLED 16.000 ACRE TRACT OF LAND DESCRIBED BY DEED TO KAREN LYNN LEONARD AND JULIA ANN LEONARD OLSON, AS RECORDED IN INSTRUMENT NUMBER D219083452, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, SAID IRON ROD ALSO BEING THE SOUTHEASTERLY CORNER OF LOT BOX, BLOCK 2, WOODLAND ESTATES, PHASE 1-B, AS RECORDED IN CABINET A, SLIDE 10943, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND SAID IRON ALSO BEING IN THE WESTERLY LINE OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND (TRACT 2) DESCRIBED BY DEED TO ACCP, L.P., AS RECORDED IN INSTRUMENT NUMBER D209078673, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

THENCE S 30°48'46"E, A DISTANCE OF 519.66 FEET (PREVIOUSLY RECORDED AS S 30°10'38"E) ALONG THE COMMON LINE OF THE EASTERLY LINE OF SAID CALLED 16.000 ACRE TRACT AND THE WESTERLY LINE OF SAID CALLED ACCP, L.P., TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE POINT OF BEGINNING;

THENCE S 30°48'46"E, A DISTANCE OF 566.26 FEET (PREVIOUSLY RECORDED AS S 30°10'12"E, 535.48 FEET) ALONG THE COMMON LINE OF THE EASTERLY LINE OF SAID CALLED 15.894 ACRE TRACT AND THE WESTERLY LINE OF SAID CALLED ACCP, L.P. TRACT AND THE WESTERLY LINE OF THAT CERTAIN CALLED 26.903 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE MANSFIELD INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN INSTRUMENT NUMBER D209078674, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, TO A CROSS TIE FENCE POST FOUND FOR THE SOUTHEASTERLY CORNER OF SAID CALLED 15.894 ACRE TRACT AND THE NORTHEASTERLY CORNER OF LOT 1-R1. MANSFIELD ISD OPERATIONS COMPLEX, AS RECORDED IN CABINET A, SLIDE 8508, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS;

THENCE S 60°42'29"W, A DISTANCE OF 1222.15 FEET (PREVIOUSLY RECORDED AS S 59°58'36"W, A DISTANCE OF 1221.73 FEET) ALONG THE COMMON LINE OF THE SOUTH LINE OF SAID CALLED 15.894 ACRE TRACT AND THE NORTH LINE OF SAID LOT 1-R1 AND THEN ALONG THE NORTH LINE OF LOT 3, MANSFIELD ISD OPERATIONS COMPLEX, AS RECORDED IN CABINET A, SLIDE 3403, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE SOUTHWESTERLY CORNER OF SAID CALLED 15.894 ACRE TRACT AND THE NORTHWESTERLY CORNER OF SAID CALLED LOT 3 AND BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 287 BUSINESS ALSO KNOWN AS N. MAIN STREET, (A 100 FOOT RIGHT-OF-WAY);

THENCE N 42°36'14"W, A DISTANCE OF 419.51 FEET (PREVIOUSLY RECORDED AS N 41°52'00"W) ALONG THE COMMON LINE OF THE WESTERLY LINE OF SAID CALLED 15.894 ACRE TRACT AND SAID EASTERLY RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE NORTHWESTERLY CORNER OF SAID CALLED 15.894 ACRE TRACT AND BEING THE SOUTHWESTERLY CORNER OF THE AFOREMENTIONED CALLED 16.000 ACRE LEONARD TRACT;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE COMMON LINE OF THE NORTHERLY LINE OF SAID CALLED 15.894 ACRE TRACT AND THE SOUTHERLY LINE OF SAID CALLED 16.000 ACRE TRACT:

N 47°23'46"E, A DISTANCE OF 80.00 FEET (PREVIOUSLY RECORDED AS N 48°08'00"E) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

N 42°36'14"W, A DISTANCE OF 50.00 FEET (PREVIOUSLY RECORDED AS N 41°52'00"W) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

N 30°35'46"W, A DISTANCE OF 89.57 FEET (PREVIOUSLY RECORDED AS N 30°26'52"W, A DISTANCE OF 89.22 FEET) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 60°39'09"E, A DISTANCE OF 1239.42 FEET (PREVIOUSLY RECORDED AS N 61°20'38"E) TO THE POINT OF BEGINNING, AND CONTAINING 711,624 SQUARE FEET OR 16.337 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B****KINNEY TRACT PLANNED DEVELOPMENT STANDARDS****SECTION 1 - GENERAL STANDARDS**

The Kinney Tract Planned Development (KTPD) shall apply to the 32.352 acres described in the legal description of Exhibit A and shall be in accordance with the attached Development Plans (Exhibits C-1 to C-3), Landscape Plans (Exhibits D-1 to D-5), and Elevations (Exhibit E).

1. Unless otherwise specified in this planned development, development within the Kinney Tract is governed by the Mansfield Zoning Ordinance as currently enacted at the time of approval of this ordinance by the City Council. In the event of any conflict or inconsistency between these standards and the applicable City regulations, the terms and provisions of this planned development shall apply.
2. The design and construction of the public infrastructure and utilities shall be in accordance with the City of Mansfield design standards in effect at the time of permitting.
3. In the event of conflict between the written text and the illustrations provided in this planned development, the written text contained herein shall control.
4. The maximum number of homes in Kinney Tract shall be 144.
5. A minimum of 13.5% of land located within Kinney Tract shall be used as open space.
  - A. In order for the open space to be counted towards meeting the minimum requirement, it must be at least 0.35 acre in size or contain recreational elements (i.e., hike & bike trail, exercise equipment, etc.) as well as be readily accessible to the residents of the Kinney Tract community. The open space may be public or private.
  - B. If the open space is private, it shall be owned and maintained by a mandatory Homeowner Association.
  - C. Within the Common Areas identified as Block B, Lot 24X and Block L, Lot 1X on the Development Plan (Exhibit C-1) and further depicted on the Landscape Plans (Exhibits D-1 to D-5), a covered pavilion and accompanying play area equipment shall be provided for the use of Homeowners Association members.
6. Homeowners Association (HOA):
  - A. A mandatory homeowners association will be responsible for the maintenance of lots owned by the (HOA), pavilion, play area equipment not located within a public park, trails, entryway features, screening walls and fences, master developer provided canopy trees, landscaping at the entryway and on HOA lots.

- B. The HOA documents shall be filed in accordance with the City of Mansfield policies. The documents shall be filed with the final plat at Tarrant County.
7. The proposed development will be in complete accordance with the provisions of the approved Planned Development District and all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.

The following provides definitions for terms used in these KTPD standards that are technical in nature or that otherwise may not reflect a common usage of the term:

**ALLEY:** A private thoroughfare designated to be a secondary means of vehicular access to the rear or the side of properties; an alley may connect to a vehicular driveway located to the rear of lots, providing access to accessory buildings, to service areas, to parking, and may contain utility easements.

**BLOCK:** The aggregate of lots, civic spaces, and alleys circumscribed by streets.

**BLOCK FACE:** The aggregate of all the building facades on one (1) side of a block.

**BUILDING ELEVATION:** An exterior wall of a building not facing a street or a civic space.

**BUILDING FAÇADE:** The exterior wall of a building facing a street or a civic space.

**BUILDING FACADE, PRINCIPAL:** The exterior wall of a building that is designated to have the principal entrance to the building.

**ENCROACH:** To break the plane of a vertical or a horizontal regulatory limit with a structural element so that it encroaches into a setback or above a height limit.

**PORCH:** An open-air room appended to a building, with floor and roof, but no walls on at least two (2) sides facing a street or a civic space. A porch shall be at least six (6) feet deep and consist of 60 square feet a minimum. A porch is exclusive of the space dedicated to an entryway. The Director of Planning may review and administratively approve porch designs that are not consistent with a specific provision of these KTPD Standards but is justified by its intent.

**PRINCIPAL BUILDING:** The main building on a lot.

**PRINCIPAL ENTRANCE:** The main point of access for pedestrians into a building.

**STOOP:** A frontage wherein the building façade is aligned close to the front lot line, with the first story elevated from the sidewalk for privacy, with an exterior stair and a landing at the principal entrance.

**STORY:** A habitable level within a building by which height is measured, excluding an attic or a raised basement. For purposes of these KTPD standards, stories shall not exceed 14 feet

in height, except that ground floor commercial spaces shall have a minimum story height of 14 feet and a maximum of 25 feet.

## **SECTION 2 - SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS**

The single-family dwellings to be developed in the KTPD shall be on three (3) lot types – Type A through Type C – each to be located and developed as shown on the Development Plans.

**A. TYPE A LOTS:** All Type A Lots shall be accessed by an alley and developed in accordance with the following:

- (1) Minimum Lot Area - 4,400 square feet.
- (2) Minimum Lot Width (other than corner lots) - 40 feet.
- (3) Minimum Lot Width (corner lots) - 45 feet.
- (4) Minimum Lot Depth - 110 feet.
- (5) Minimum Floor Area - 1,600 square feet.
- (6) Minimum Front Setback - 5 feet, provided, however, that porches, stairs, stoops, balconies or bay windows may encroach into the minimum setback.
- (7) Minimum Rear Setback (applicable to house and garage) - 13 feet.
- (8) Minimum Side Setback:
  - (a) Interior Side Setback - 5 feet.
  - (b) Side Setback Adjacent to a street - 10 feet.
- (9) Maximum Lot Coverage - 75%.
- (10) Maximum Height - 3 stories.
- (11) Minimum Off-street Parking - 2 spaces.

**B. TYPE B LOTS:** All Type B Lots shall be accessed by an alley and developed in accordance with the following:

- (1) Minimum Lot Area - 5,500 square feet.
- (2) Minimum Lot Width (other than corner lots) - 50 feet.
- (3) Minimum Lot Width (corner lots) - 55 feet.
- (4) Minimum Lot Depth - 110 feet.
- (5) Minimum Floor Area - 1,800 square feet.
- (6) Minimum Front Setback - 5 feet, provided, however, that porches, stairs, stoops, balconies, or bay windows may encroach into the minimum setback.

- (7) Minimum Rear Setback (applicable to house and garage) - 13 feet.
- (8) Minimum Side Setback:
  - (a) Interior Side Setback - 5 feet.
  - (b) Side Setback Adjacent to a Street - 10 feet
- (9) Maximum Lot Coverage - 70%.
- (10) Maximum Height - 3 stories.
- (11) Minimum Off-street Parking - 2 spaces.

**C. TYPE C LOTS:** Type C Lots shall be accessed from a street and developed in accordance with the following:

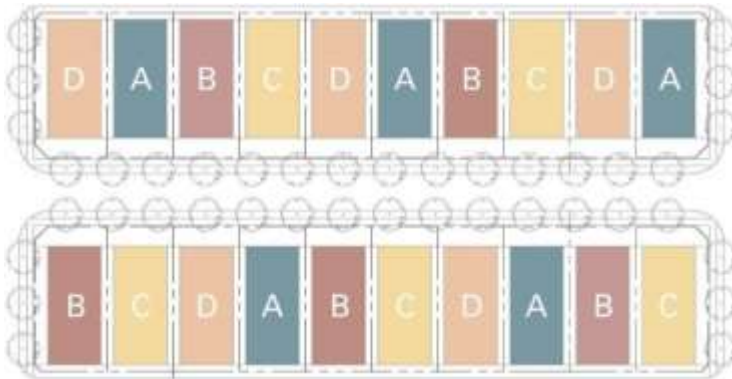
- (1) Minimum Lot Area - 7,000 square feet.
- (2) Minimum Lot Width (other than corner lots) - 60 feet.
- (3) Minimum Lot Width (corner lots) - 65 feet.
- (4) Minimum Lot Depth - 117 feet.
- (5) Minimum Floor Area - 1,800 square feet.
- (6) Minimum Front Setback - 20 feet, provided, however, that porches, stairs, stoops, balconies, or bay windows may encroach into the minimum setback and build-to line.
- (7) Minimum Rear Setback (applicable to house and garage) - 15 feet.
- (8) Minimum Side Setback:
  - (a) Interior Side Setback - 5 feet.
  - (b) Side Setback Adjacent to a Street -10 feet.
- (9) Maximum Lot Coverage - 70%.
- (10) Maximum Height - 3 stories.
- (11) Minimum Off-street Parking - 2 spaces.

**D. Garage Orientation:** The single-family dwelling units constructed on lots not accessed by alleys as shown on the KTPD Development Plan shall be constructed with J-Swing orientation.

**E. Anti-Monotony:**

**For Single-Family Detached Dwelling Units:**

- Guiding Principle: A variety of individual architectural designs with their respective appropriate details, materials and colors are encouraged to create a unique, overall compelling streetscape character.
- The principal building facade of single-family detached dwelling units on a continuous block<sup>1</sup> with the same or similar facade<sup>2</sup>, materials, or colors (including similar shades) should be separated by a minimum of three lots on the same side of the street and should not be located directly across the street from each other.



- Homes shall have significant variations in principal building façade designs, including rooflines with apparent design variations (e.g., hipped, gabled, and shed). Homes shall have changes in the locations and openings for doors and windows that change the overall external elevation.
- Administration: Home builders will be responsible for submitting the above exhibit outlining compliance with anti-monotony at time of permit for the continuous block. In an instance where multiple home builders are working in the same block, the lot diagram will indicate separate ownership/responsibility by providing the lot and block number as well as home builder information.

notes: <sup>1</sup> A continuous block consists of the lots not separated by right-of-way or alley and inclusive of the homes across the street on the same block. <sup>2</sup> Similar facades can be identified by similar floor plans as well as similarly proportioned exterior finishes in that placing a new exterior façade on a similar floor plan does not by itself constitute compliance with the above anti-monotony standards. In a situation where facades are deemed similar, the home builder will need to provide an exhibit outlining significant variations in principal façade designs, as outlined above. In most instances a significant variation is one that spans more than 50% of the principal building facade.

The Director of Planning or their designee may approve elevations that are different styles but



may not demonstrate significant changes. The intent of the Kinney Tract Planned Development District is to promote architectural diversity and create a neighborhood that is cohesive and promotes creativity. The elevations provided in Exhibit E are intended to provide an example of the types of homes to be constructed.

#### **F. Roof Pitches:**

- (1) For lots identified on the Development Plan (Exhibit C-1) as Types A, B and C, principal roofs shall be symmetrically pitched with a minimum angle of 6:12. The Director of Planning can approve elevations with roof pitches less than 6:12 on a case-by-case basis.
- (2) For all lots, ancillary roofs for stoops, porches, detached garages, and other similar architectural features may be pitched with a minimum angle of 3:12.

#### **G. Building Materials and Design:** Every single-family dwelling shall comply with the following:

- (1) For all lots identified on the Development Plan (Exhibits C-1) as Types A, B, and C, the exterior finish material on all building elevations, except for window or door openings, shall be limited to any combination of brick, stone, cementitious fiber board, and stucco. Wood may only be used as an accent exterior finish material for construction on Type A, B, and C Lots and shall not exceed 10 percent of the total building wall area, with each elevation being calculated independently.
- (2) Where multiple exterior materials are used on a single dwelling unit, they shall only be combined on each building wall horizontally, with the heavier material below the lighter (e.g., stone below brick; brick below stucco; and stucco below wood or cementitious fiber board).
- (3) All building walls shall show the same level and quality of materials on all sides, including trim, to create an architectural composition that is visually harmonious.
- (4) Exterior finish wood materials shall be painted or stained.
- (5) Stucco shall be cement plaster made of cement sand and lime and shall be applied using a three-step process. The use of stucco-based products on front facing façades shall be limited to accents and architectural features only.
- (6) All dwelling units on alley-served lots shall have a porch or a stoop attached on the principal building façade and located at the principal entrance into the dwelling unit.
- (7) Front porch floors shall be of concrete slab, stone, or wood plank.
- (8) Front porches shall be no less than six feet deep.
- (9) Stoop floors shall be of concrete slab, brick, or stone. If brick or stone, the material used for the stoop floor must match the material or materials on the principal building façade.
- (10) Posts, where provided, shall be a minimum dimension of six (6) inches by six (6) inches.



- (11) Posts shall be made of wood or synthetic materials provided they have the appearance of wood; and may have brick or stone piers with a minimum of 12 inches by 12 inches in dimension.
- (12) Columns, where provided, shall be a minimum dimension of 12 inches by 12 inches.
- (13) Columns shall be made of brick, stone, concrete, or cementitious fiber board.
- (14) Principal building facades shall be no less than 15% and no more than 30% glazed in clear glass.
- (15) Windows shall be made of painted aluminum, wood, or vinyl, and shall have clear glass.
- (16) Windows shall be single-, double-, or triple-hung or operable casements. Windows in building walls made of brick, stone, or stucco shall be recessed a minimum of three inches in depth from the exterior wall. Flush-mounted windows and doors shall be prohibited on all building walls.
- (17) Doors and windows that operate as sliders shall be prohibited along all streets and civic space.
- (18) Openings for doors and windows in building facades shall be rectangular or square in proportion; however, decorative arch windows shall also be allowed.
- (19) Garage doors shall be of metal, wood, or composite wood.
- (20) Chimneys, when constructed on the exterior facade, shall extend to finished grade and shall be made of brick, stone, or stucco with a projecting cap on top, provided that this requirement does not apply to a direct vent fireplace that does not have a traditional chimney.
- (21) Balconies and bay windows, when provided, shall be no less than three (3) feet deep.
- (22) Pitched roofs shall be asphalt shingles, metal, or slate.
- (23) Skylights shall be flat to the roof plane.
- (24) Roof penetrations, including vent stacks, shall be out of view from the street.
- (25) Doors along principal building façades shall be a minimum of eight (8) feet high.
- (26) The first story shall be a minimum of nine (9) feet in height.
- (27) The use of Exterior Insulation Finishing System (EIFS) shall be prohibited.

**H. Additional Building Design:** For street corner lots identified on the Development Plans (Exhibit C- Architectural Requirements Plan), the establishment of primary and secondary facades are strongly encouraged on both frontages with the façade with the front door being



established as the primary facade. No privacy fences are allowed to be placed between the primary or secondary facade and the sidewalk or roadway. Low lying (36 to 42 inches) open-style picket or wrought iron fences, hedge walls and masonry half walls (36 to 42 inches) are the only exceptions.

- (1) At least 15% of the exterior side building facade shall be occupied by windows with similar characteristics as the windows on the principal building facade; and
- (2) Articulation elements found on the primary facade extended to are strongly encouraged on the secondary facade.
- (3) Landscaping along the exterior primary facade must extend along the secondary facade.
- (4) Corner lots will feature a front and side porch and/or a porch that wraps from the front to the side elevation.

#### **I. Landscaping:**

- (1) At least one (1) tree must be planted on every Type A and Type B lots.
- (2) No fewer than two (2) trees must be planted on every Type C and, one (1) of which may be allowed in the rear yard.
- (3) Required trees shall be not less than three (3) caliper inches.
- (4) Shrubs shall be planted along at least 50% of the length of the foundation facing a street.
- (5) Required shrubs shall be not less than two (2) feet in height.
- (6) Front and rear yards shall be covered with sod except for areas with planting beds and flatwork.
- (7) An automatic irrigation system shall be provided for all landscaped areas.

**J. Accessory Buildings:** Residential accessory buildings shall be permitted on any Type A, Type B, and Type C lots and shall be developed in accordance with the following:

- (1) Minimum Front Setback - Behind the rear building elevation of the principal building.
- (2) Minimum Rear Setback - 5 feet.
- (3) Minimum Side Setback - 5 feet.
- (4) Maximum Height - Two stories and not higher than the principal building on the same lot.
- (5) An accessory building used for storage or allowable non-residential uses shall not exceed 200 square feet.
- (6) The habitable space for an accessory dwelling shall not exceed 800 square feet.
- (7) An accessory dwelling shall be constructed with the same exterior finish and roofing materials as the principal building on the same lot.



- (8) All accessory buildings and accessory dwellings shall share the same ownership and utility connection with the principal building on the same lot.
- (9) The combined area of the accessory building, accessory dwelling and principal building shall not exceed the maximum allowable lot coverage.

#### SECTION 4 - RECREATION FACILITIES

The proposed parks, trails, open space, and other recreational facilities within the Kinney Tract shall be readily accessible to the residents of the development and developed as shown in the Development Plans and Landscape Plans. The minimum programming in the open space area is specifically depicted on the Landscape Plans and these items are listed in the following tables:

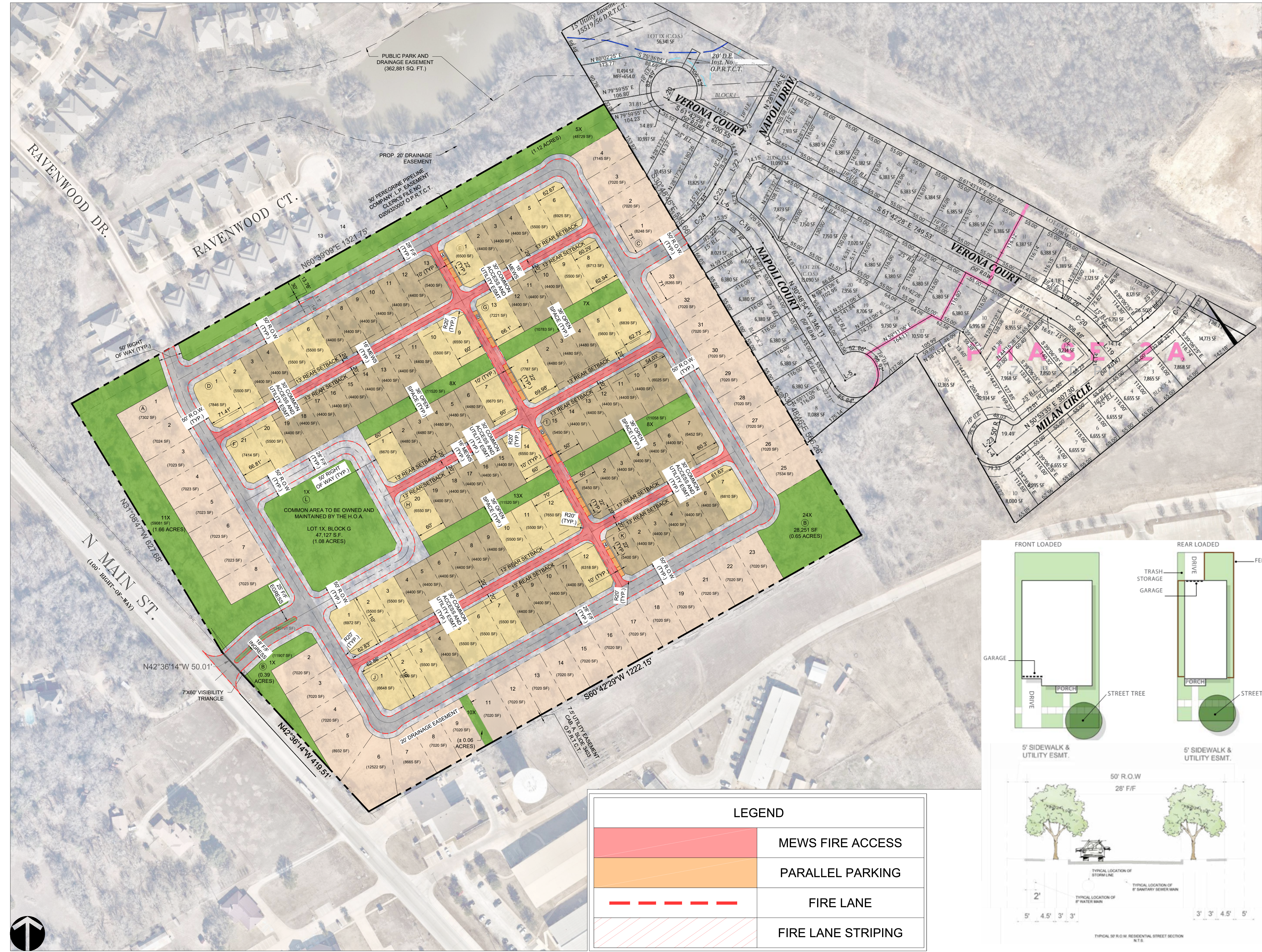
Exhibit D-3	
Amenity	Minimum Square Footage (ft <sup>2</sup> )
Pavilion	50
Plaza	80
Playground	100
Lawn	1000
Mound	200
Enhanced planting	80
Sidewalk	160

Exhibit D-4	
Amenity	Minimum Square Footage (ft <sup>2</sup> )
Shade sails	60
Plaza	85
Lawn	280
Mound	195
Community garden	60
Enhanced planting	40
Decomposed granite trail	75

#### SECTION 5 - SCREENING, LANDSCAPING AND BUFFER

- A. Adjacent to SH 287: A landscape buffer shall be provided between the street ROW and the residential lots as depicted on the Landscape Plans (Exhibits D-1 to D-5). A mix of canopy and ornamental shall be planted within the landscape buffer. Ground cover may also be planted within the landscape buffer and may include, but is not limited to, shrubs, grasses, turf, mulched beds, berms, and hardscape. A 6 ft Masonry Wall with Stone Columns at approximately 100 ft spacing will be installed at the rear of the residential lots that are visible from N Main Street. In areas that are not visible to N Main Street, a 6ft board on board fence with masonry columns will be installed. Refer to the Landscape Plans (Exhibit D-5 Screening Plan).
- B. Adjacent to the south property line: A 6 ft Wood fence with Stone Columns at approximately 100 ft spacing will be installed at the rear of the residential lots per the Landscape Plans (Exhibit D-5 Screening Plan).
- C. Adjacent to the east property line: A standard 6 ft builder fence will be installed at the rear of the residential lots.
- D. Adjacent to the north property line: No screening devices will be installed

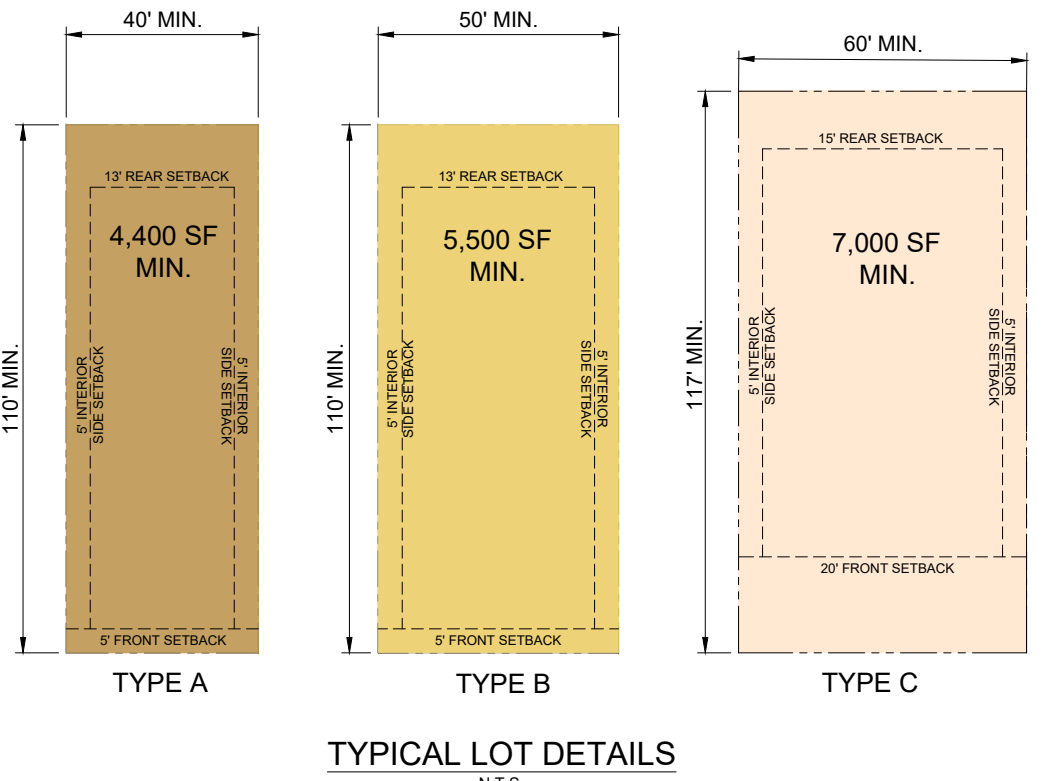
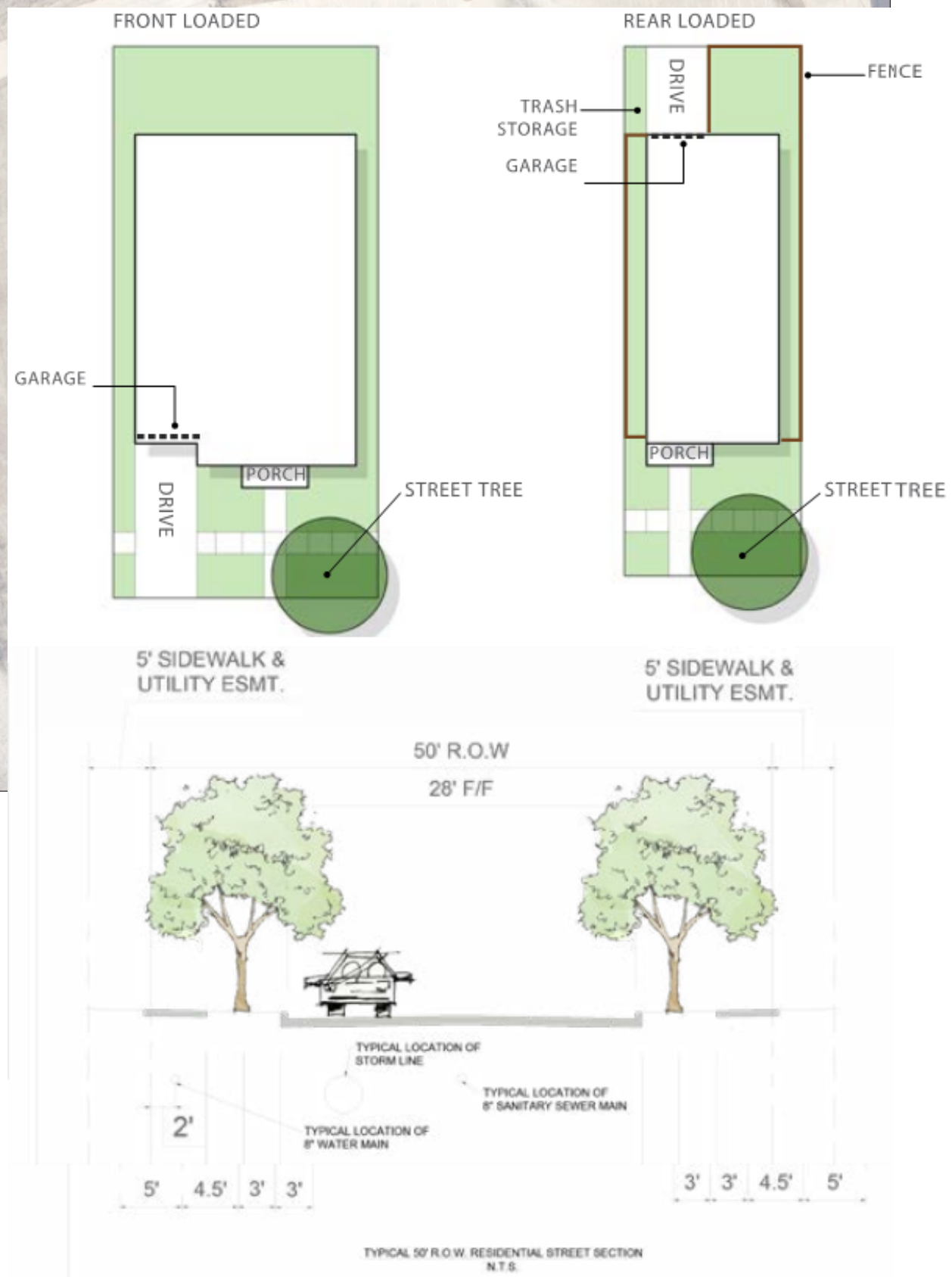




VICINITY MAP  
N.T.S.

NOTES:  
(1) A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF LOTS OWNED BY THE (HOA). PAVILION, PLAY AREA EQUIPMENT NOT LOCATED WITHIN A PUBLIC PARK, TRIALS, ENTRYWAY FEATURES, SCREENING WALLS AND FENCES, MASTER DEVELOPER PROVIDED CANOPY TREES, LANDSCAPING AT THE ENTRYWAY AND ON HOA LOTS.  
(2) THE HOME OWNERS ASSOCIATION DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT IN TARRANT COUNTY.  
(3) THE DESIGN AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF MANSFIELD DESIGN STANDARDS IN EFFECT AT THE TIME OF PERMITTING.  
(4) ALL 60' LOTS ARE J-SWING ORIENTATION.

NEIGHBORHOOD DATA		
LOT TYPE	TOTAL	PERCENTAGE
A	68	47%
B	35	24%
C	41	28%
TOTAL	144	



## DEVELOPMENT PLAN KINNEY TRACT

TWO TRACTS OF LAND SITUATED IN THE JAMES  
MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
08/05/2022  
32.352 ACRES  
144 SINGLE FAMILY LOTS  
4.451 LOTS/ACRE

CASE NUMBER ZC#22-007



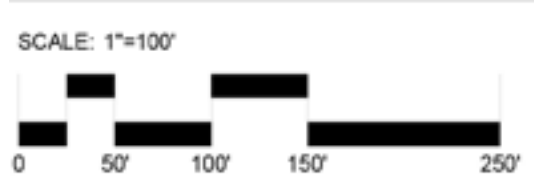


VICINITY MAP  
N.T.S.

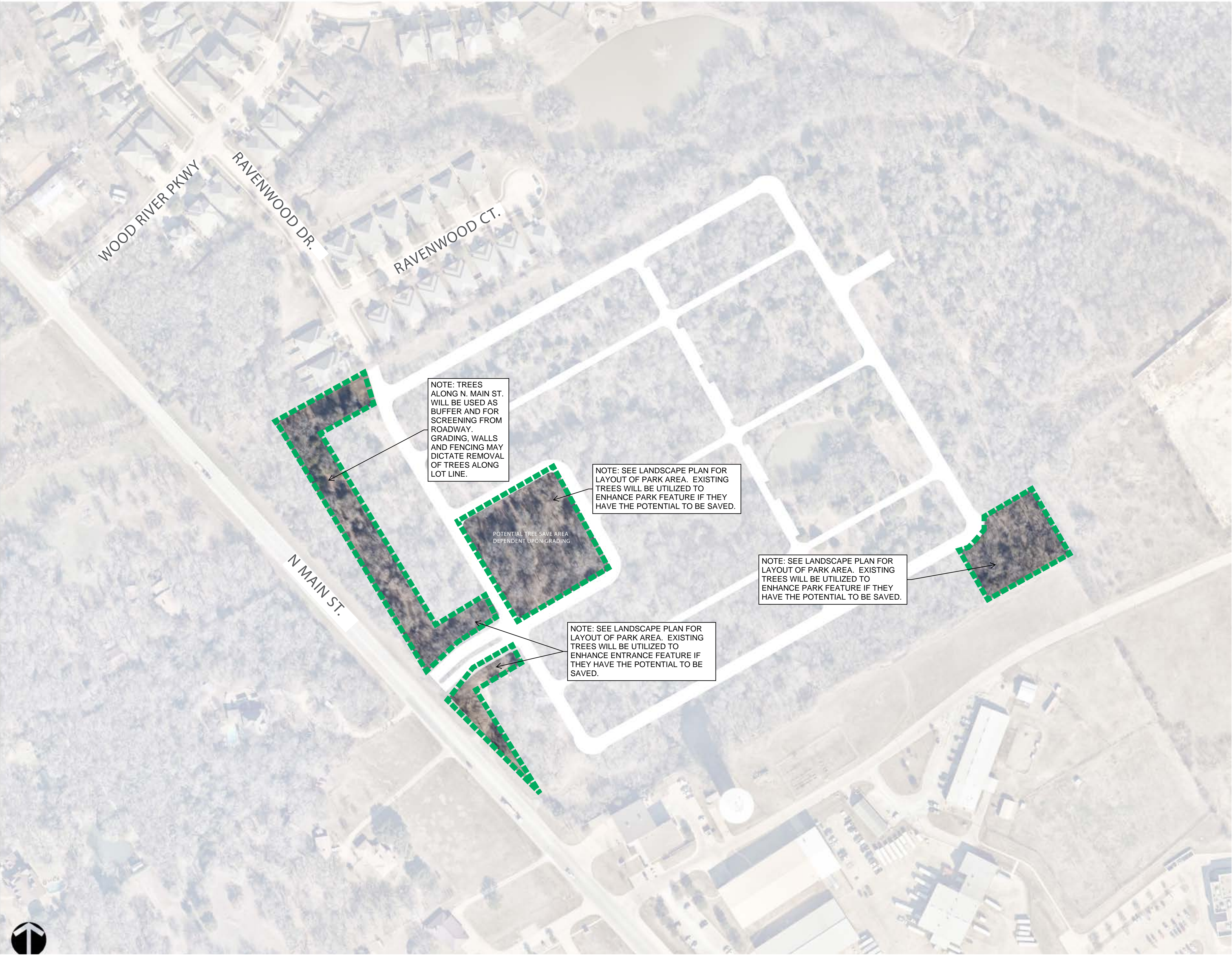
LOT DESCRIPTION	ARCHITECTURAL TREATMENT	SYMBOL
CORNER	FRONT AND SIDE PORCH AND/OR A PORCH THAT WRAPS FROM THE FRONT TO THE SIDE	

LANDSCAPE PLAN  
**KINNEY TRACT**  
TWO TRACTS OF LAND SITUATED IN THE JAMES  
MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
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VICINITY MAP

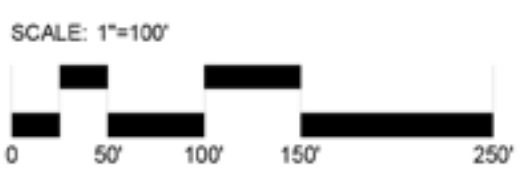
N.T.S.

NOTE: FINAL DESIGN OF THE PROJECT SHALL INCLUDE A TREE SURVEY OF THE AREAS DEFINED FOR PRESERVATION. THE TREE SURVEY WILL BE UTILIZED TO HELP INCORPORATE THE TREES INTO THE FINAL LANDSCAPE PLANS. DEPENDING UPON TYPE AND LOCATION, TREES MAY NOT BE ABLE TO BE SAVED. APPLICANT MAKES NO GUARANTEE THAT THE TREES WILL BE SAVED.

LANDSCAPE PLAN  
**KINNEY TRACT**

TWO TRACTS OF LAND SITUATED IN THE JAMES  
MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
08/05/2022  
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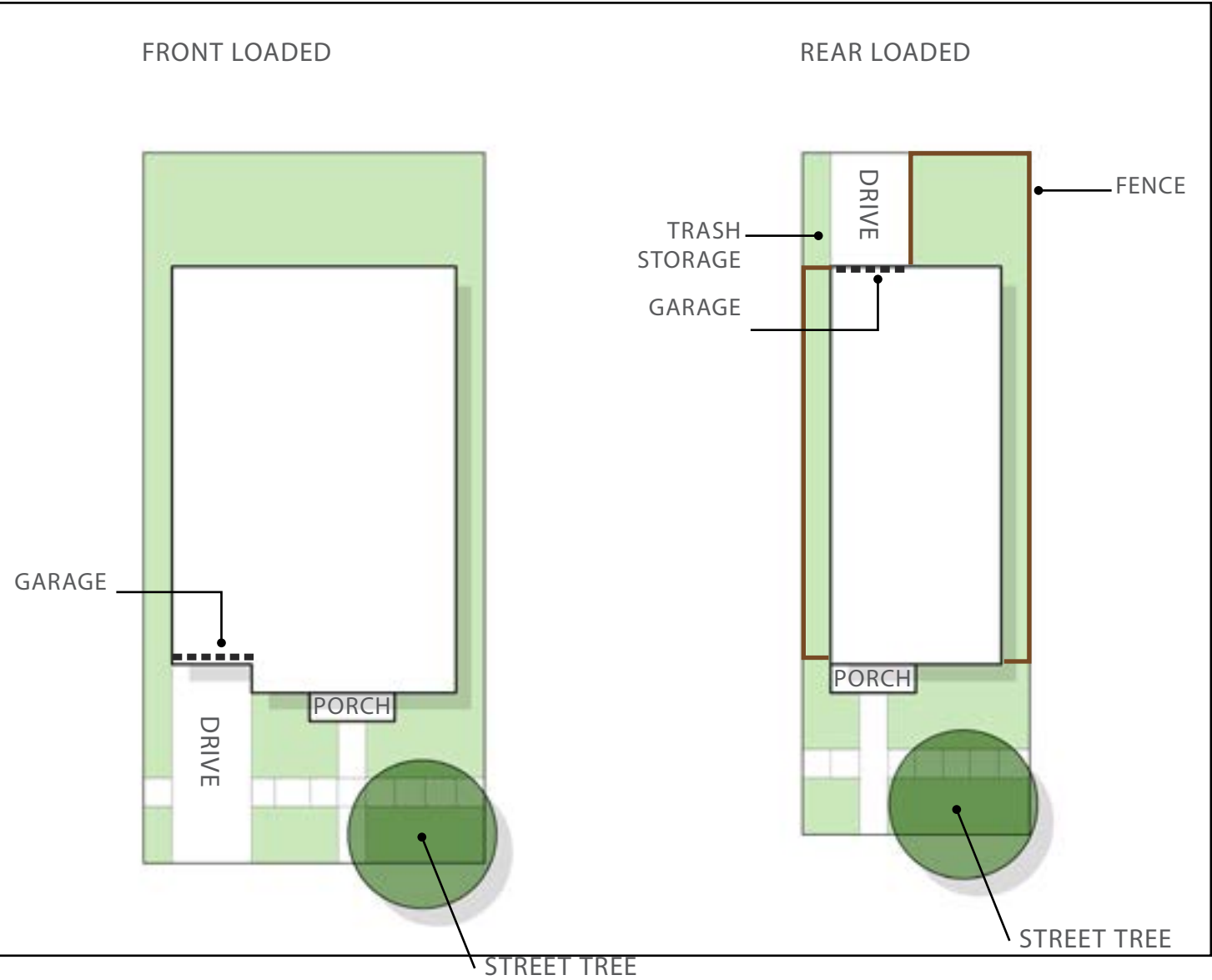






VICINITY MAP  
N.T.S.

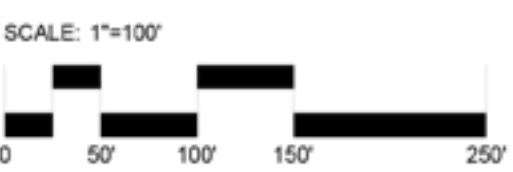
- NOTES:
- (1) A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF LOTS OWNED BY THE (HOA). PAVILION, PLAY AREA EQUIPMENT NOT LOCATED WITHIN A PUBLIC PARK, TRIALS, ENTRYWAY FEATURES, SCREENING WALLS AND FENCES, MASTER DEVELOPER PROVIDED CANOPY TREES, LANDSCAPING AT THE ENTRYWAY AND ON HOA LOTS.
  - (2) THE HOME OWNERS ASSOCIATION DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT IN TARRANT COUNTY.
  - (3) THE DESIGN AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF MANSFIELD DESIGN STANDARDS IN EFFECT AT THE TIME OF PERMITTING.



LANDSCAPE PLAN  
**KINNEY TRACT**

TWO TRACTS OF LAND SITUATED IN THE JAMES MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
08/05/2022  
32.352 ACRES  
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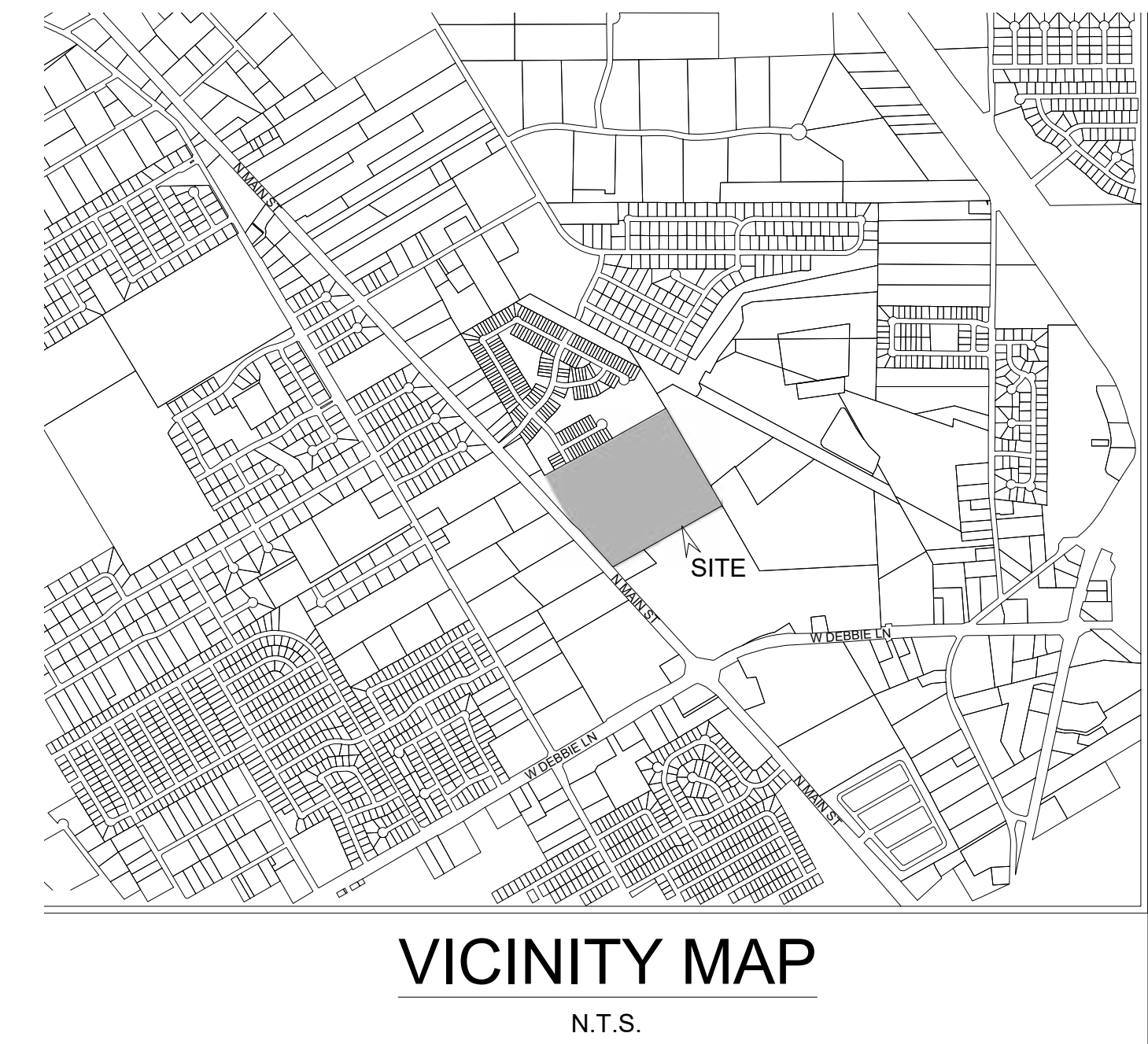
CASE NUMBER ZC#22-007







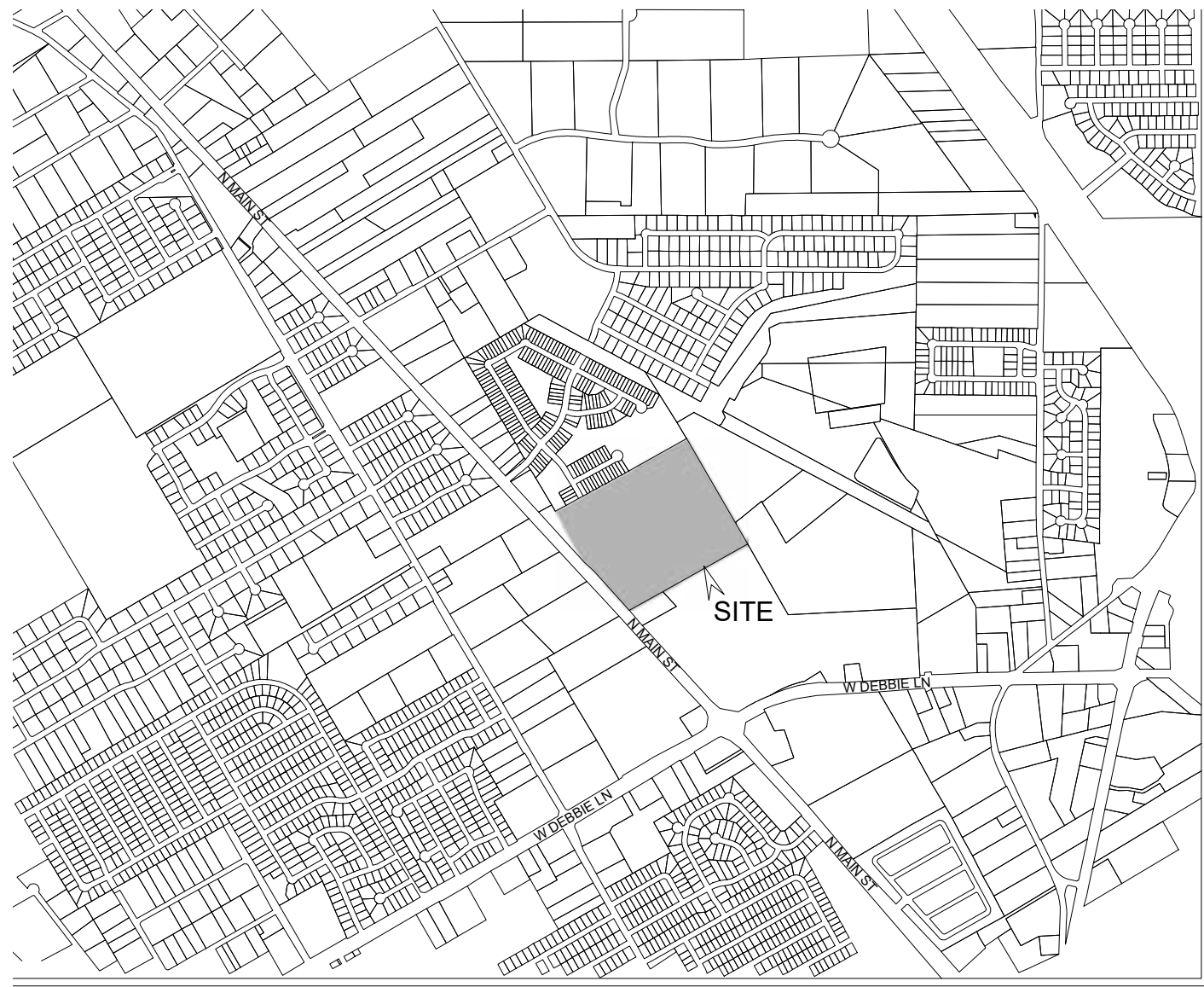




OPEN SPACE AREA PROGRAMMING (D-3)	
AMENITY	MINIMUM SQUARE FOOTAGE (SQ. FT.)
PAVILION	50
PLAZA	80
PLAYGROUND	100
LAWN	1000
MOUND	200
ENHANCED PLANTING	80
SIDEWALK	160

LANDSCAPE PLAN  
**KINNEY TRACT**  
 TWO TRACTS OF LAND SITUATED IN THE JAMES  
 MCDONALD SURVEY, ABSTRACT NUMBER 997  
 CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
 08/05/2022  
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 CASE NUMBER ZC#22-007





VICINITY MAP

N.T.S.

OPEN SPACE AREA PROGRAMMING (D-4)

AMENITY	MINIMUM SQUARE FOOTAGE (SQ. FT.)
SHADE SHAIRS	60
PLAZA	85
LAWN	280
MOUND	195
COMMUNITY GARDEN	60
ENHANCED PLANTING	40
DECOMPOSED GRANITE TRAIL	75

LANDSCAPE PLAN  
KINNEY TRACT

TWO TRACTS OF LAND SITUATED IN THE JAMES  
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CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
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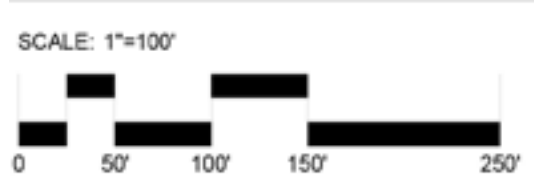


VICINITY MAP  
N.T.S.

LOT DESCRIPTION	ARCHITECTURAL TREATMENT
DETAIL 'A' - 6' MASONRY WALL WITH STONE COLUMN OR 6' BOARD ON BOARD FENCING WITH MASONRY COLUMNS IN AREAS NOT VISIBLE FROM N MAIN STREET	
DETAIL 'B' - 6' WOOD FENCE WITH STONE COLUMN	

LANDSCAPE PLAN  
**KINNEY TRACT**  
TWO TRACTS OF LAND SITUATED IN THE JAMES  
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LAP OR  
B&B SIDING

SHINGLES



FARMHOUSE

B&B

SHINGLES  
ILO METAL



STONE

HILL COUNTRY

SHINGLES

SIDING

BRICK



LONESTAR

REAR STYLES W/ WRAP-AROUND PORCH

GALLERY OF EXAMPLES







SHINGLES

BRICK



TRANSITIONAL

SHINGLES

B&amp;B



STONE

HILL COUNTRY



LONESTAR





EURO COUNTRY

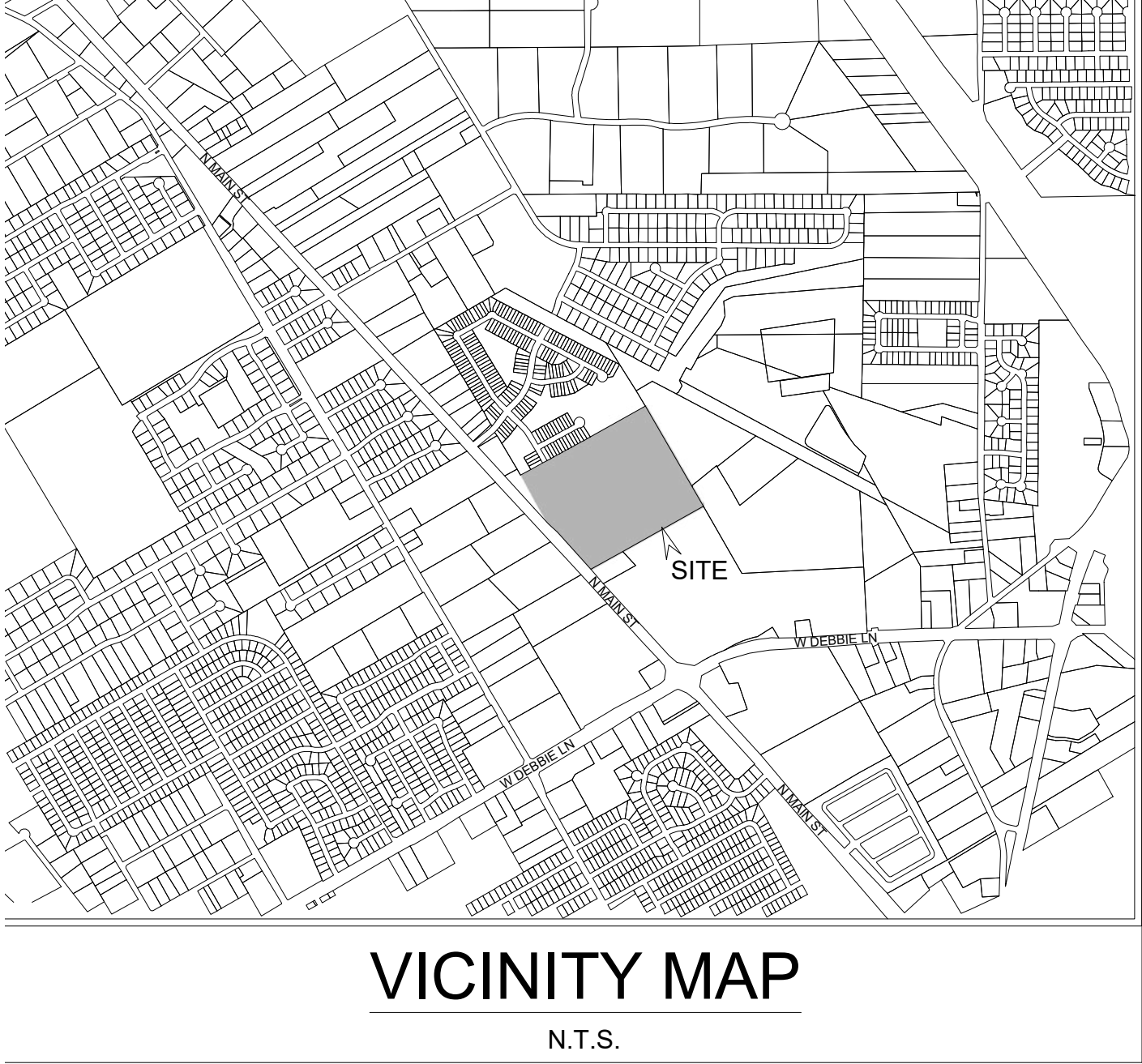


HILL COUNTRY



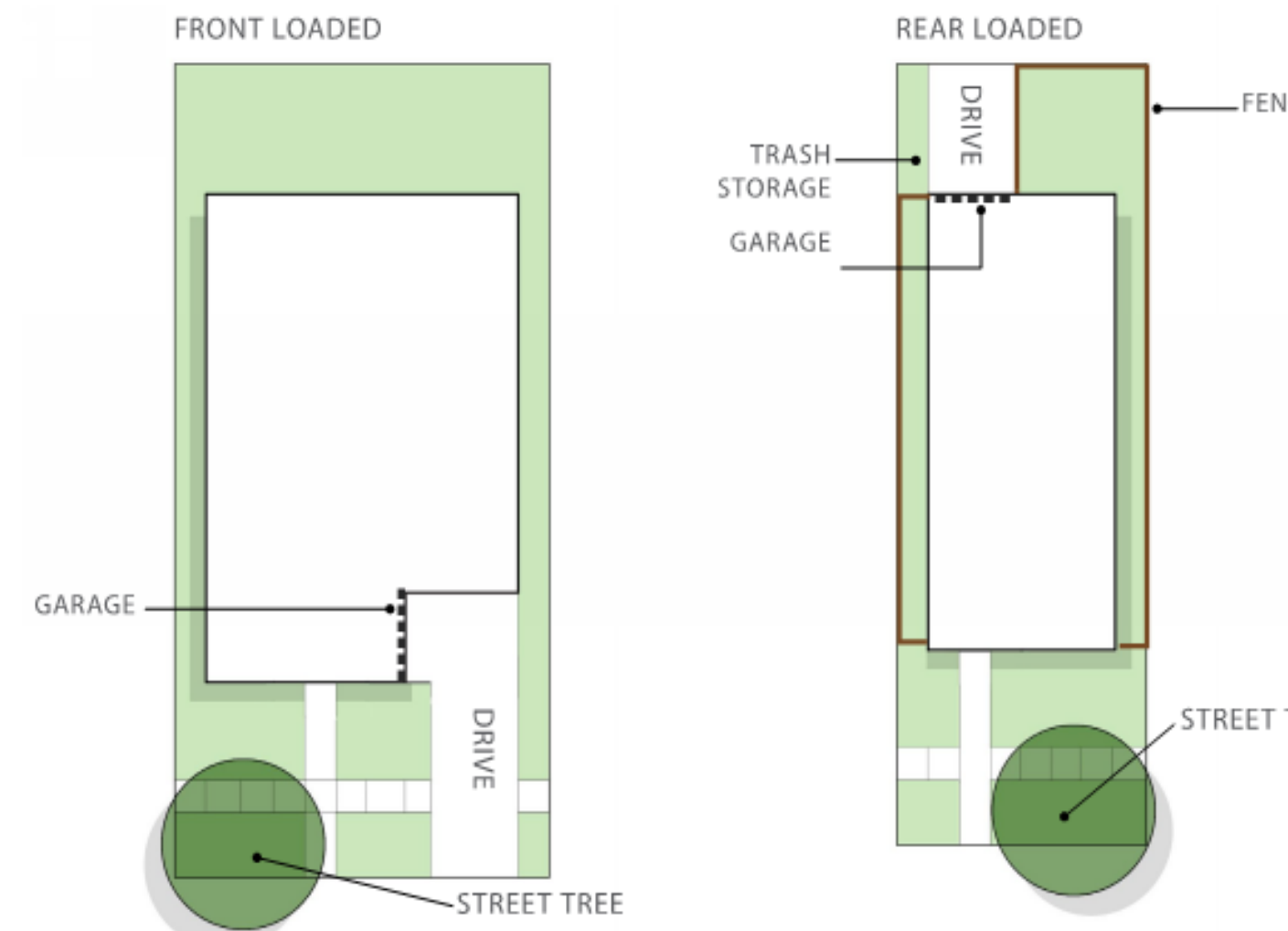
CRAFTSMAN





NOTES:

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LANDSCAPE PLAN

# KINNEY TRACT

TWO TRACTS OF LAND SITUATED IN THE JAMES MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
08/05/2022  
32.352 ACRES  
144 SINGLE FAMILY LOTS  
4.451 LOTS/ACRE

CASE NUMBER ZC#22-007



PEREGRINE PIPELINE  
COMPANY, L.P. EASEMENT  
CLERK'S FILE NO.  
D209320007 O.P.R.T.C.T.

STREET

STREET

13' REAR SETBACK

13' REAR SETBACK

36' MEWS (TYP.)

ALLEY

ALLEY

ALLEY

A

A'

B'

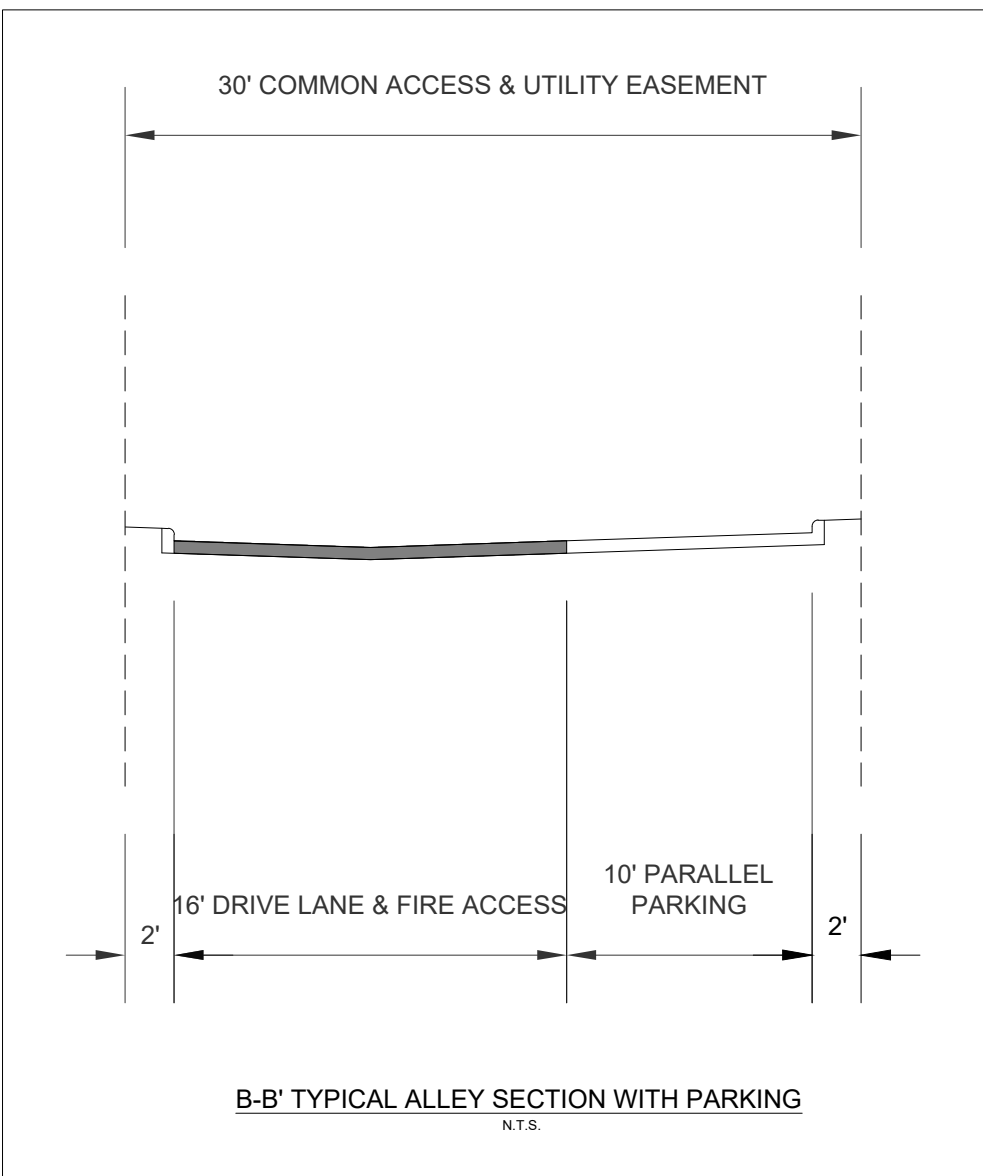
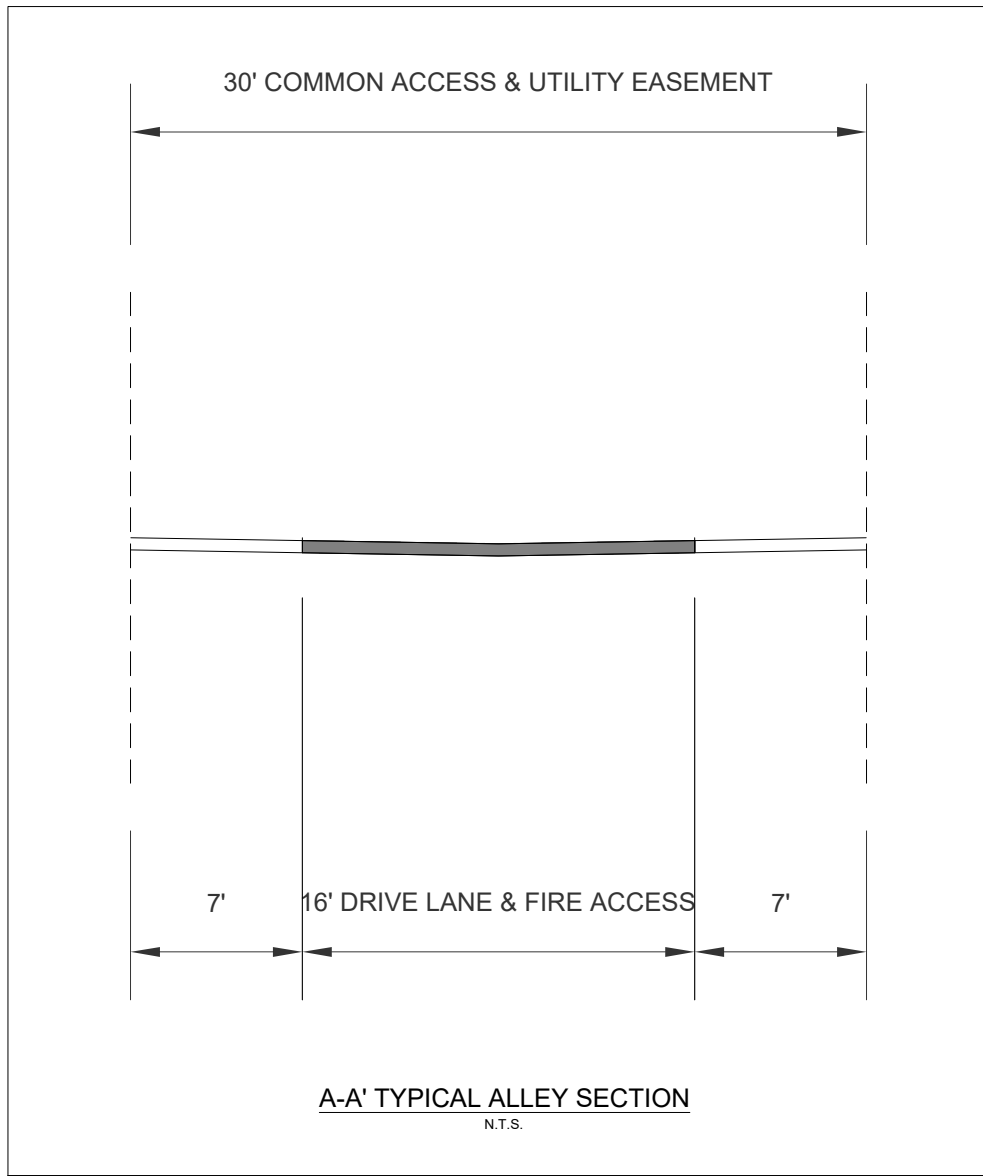
B

10' (TYP.)

22' (TYP.)

16' (TYP.)

20'



MEWS AND ALLEY EXHIBIT

## KINNEY TRACT

TWO TRACTS OF LAND SITUATED IN THE JAMES  
MCDONALD SURVEY, ABSTRACT NUMBER 997  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

09/16/2022

32.352 ACRES

144 SINGLE FAMILY LOTS

4.451 LOTS/ACRE

CASE NUMBER ZC#22-007





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4940

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Zoning Change from C-2, Community Business District to D, Downtown District, D-3, Urban Center Zone on Approximately 1.690 Acres out of the W.C. Price Survey, Abstract No. 1240, Tarrant County, TX, Located at 700 E. Broad St.; City of Mansfield, Owner/Applicant (ZC#22-013)

**Requested Action**

To consider the subject zoning change request

**Recommendation**

The Planning and Zoning Commission held a public hearing on September 19, 2022 and voted by 7-0 to recommend approval.

Staff recommends approval.

**Description/History**

Existing Use: Commercial and Vacant

Existing Zoning: C-2, Community Business District

Land Use Plan: Sub-Area 3

**Surrounding Land Use & Zoning:**

North - Retail, office, restaurant, Church, C-2

South - Single-family residential, SF 7.5/12, Single Family Residential District

East - Commercial building, C-2 and Single-family residential, SF 7.5/12

West - Residential, D (SD-1 zone) and Storage buildings, C-2

**Thoroughfare Plan Specification:**

E. Broad Street - A 4-lane divided arterial street

**Synopsis**

The proposed rezoning is consistent with the Official Land Use Plan and compatible with surrounding land uses.

**Staff Analysis**

The subject property consists of nine parcels of land totaling 1.690 acres. The applicant (City of Mansfield) is proposing to rezone the entire property to the D-3 zone to stimulate future development within the area.



The D-3 zone is compatible with the existing commercial and residential uses along E. Broad Street in the Historic Downtown. The D-3 zone will provide new opportunities that will complement the surrounding residential uses to the east and south of this property. New construction on this property must comply with the development standards of the D, Downtown District and a site and building plan approved by Staff will be required prior to plat approval or issuance of a building permit.

The property falls within the Sub-Area 3 of the Official Land Use Plan. In this Sub-area, more opportunities exist for mixed uses in the downtown core/heart of the City. It also encourages continued and intentional efforts to preserve the Historic Downtown and associated residential properties in close proximity.

This property is located next to single-family uses to the south and some parts of the east and C-2 zoning to the north and west. This section of E. Broad Street is under exploration for inclusion into the D, Downtown District to encourage diverse uses leading into the Historic Downtown.

### **Summary**

The property is currently zoned C-2, Community Business District, and rezoning it to the D, Downtown District (D-3 zone), will not be a deviation from the land use plan especially with the E. Broad Street under exploration for inclusion into the D District and its proximity to the Historic downtown district.

### **..Recommendation**

Staff recommends approval.

### **Prepared By**

Helina Sarkodie-Minkah, Planner  
817-276-4287



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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTIES TO A D, DOWNTOWN DISTRICT, D-3, URBAN CENTER ZONE, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

**SECTION 1.**

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of D, Downtown District, D-3, Urban Center Zone; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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



**SECTION 5.**

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

**SECTION 6.**

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

**FIRST READING APPROVED ON THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 10<sup>TH</sup> DAY OF OCTOBER 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Drew Larkin, City Attorney**



## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

Being all that certain tract or parcel of land situated in the W. Price Survey, Abstract No. 1240, Tarrant County, Texas, being 1.345 acres of land comprised of Lots 1-2, 15-19, 32-33, a portion of a 17.5 feet alley, a portion of a 15 feet alley and that portion of Lake Street (Reserved) out of Block 20 of the Town of Mansfield, according to the plat thereof recorded in Volume 63, page 53, Plat Records, Tarrant County, Texas and being more particularly described by mete and bounds and follows:

**BEGINNING** at the Northeast corner of the tract being described herein at a 1/2-inch iron rod found in the South right-of-way line of E. Broad Street for the Northwest corner of Lot 3R, Block 20, Town of Mansfield, according to the plat thereof recorded in Volume 388-213, Page 27, Plat Records, Tarrant County, Texas and the Northeast corner of said Lot 2, from which a 1-inch iron pipe found for the Northeast corner of said Lot 3R bears N72°10'22"E, a distance of 100.00 feet;

**THENCE** S17°49'38"E, with the West line of said Lot 3R and the East line of Lots 2, 15, 16, 17, 19 & 32, a distance of 650.86 feet to a 5/8" iron rod with plastic cap stamped "Landpoint" set (herein referred to capped iron rod set) in the North line of Lot 1, Block 1, Cary Addition, according to the plat thereof recorded in Cabinet B, Slide 2771, Plat Records, Tarrant County, Texas for the Southwest corner of said Lot 3R, the Southeast corner of said Lot 32 and the Southeast corner of said tract herein described;

**THENCE** S72°10'22"W, with the North line of said Lot 1, Block 1 and the South line of said Lots 32 & 33, passing at 83.25 feet a 1/2-inch iron rod found for the Northwest corner of said Lot 1, Block 1 and continuing on said course for a total distance of 90.00 feet to a capped iron rod set for the Southwest corner of said Lot 33 and the Southwest corner of said tract herein described, from which an "X" cut found for reference bears S30°59'38"E, a distance of 138.07 feet and an "X" cut found for reference bears S71°25'57"W, a distance of 70.79 feet;

**THENCE** N17°49'38"W, with the West line of said Lots 33, 18, 17, 16, 15 & 1, a distance of 650.86 feet to an "X" cut set in a concrete driveway, in the South right-of-way line of said E. Broad Street for the Northwest corner of said Lot 1 and the Northwest corner of said tract herein described;

**THENCE** N72°10'22"E, with the South right-of-way line of said E. Broad Street and the North line of said Lots 1 & 2, a distance of 90.00 feet to the POINT OF BEGINNING and containing 1.345 acres of land.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone 4202.



# EXHIBIT "A"

## LEGAL DESCRIPTION

BEING 0.345 acres of land located in the area formerly known as Church Street, indicated on the plat of The Original Towne of Mansfield, recorded in Volume 63, Page 53 and 54 of the Plat Records of Tarrant County, Texas. Said 0.345 acres of land being more particularly described by metes and bounds, as follows.

BEGINNING at a 1/2" iron rod at the intersection of the Northeast right-of-way line of said Church Street and the Southeast right-of-way line of East Broad Street. Said Point of Beginning also being the West corner of Lot 1, Block 20 of The Original Towne of Mansfield, as recorded in Volume 63, Page 53 and 54 of the Plat Records of Tarrant County, Texas;

THENCE S 17° 42' 43" E 633.58 feet along the Northeast right-of-way line of said Church Street to a 1/2" iron rod at the intersection of the new right-of-way line of Walnut Creek Drive (a 70-foot wide right-of-way, increasing to an 82-foot wide right-of-way at East Broad Street);

THENCE along said new Northeast right-of-way line of Walnut Creek Drive, as follows:

1. N 29° 52' 09" W 60.99 feet to a 1/2" iron rod at the beginning of a curve to the Right;
2. NORTHWESTERLY 162.32 feet along said curve to the Right, having a radius of 765.00 feet, a central angle of 12° 09' 26" and a chord bearing N 23° 47' 26" W 162.02 feet to a 1/2" iron rod at the end of said curve;
3. N 17° 42' 43" W 62.60 feet to a 1/2" iron rod at the beginning of a curve to the Right;
4. NORTHWESTERLY 75.12 feet along said curve to the Right, having a radius of 940.00 feet, a central angle of 04° 34' 44" and a chord bearing N 15° 25' 21" W 75.10 feet to a 1/2" iron rod at the beginning of a curve to the Left;
5. NORTHWESTERLY 75.12 feet along said curve to the Left, having a radius of 940.00 feet, a central angle of 04° 34' 44" and a chord bearing N 15° 25' 21" W 75.10 feet to a 1/2" iron rod at the end of said curve;
6. N 17° 42' 43" W 200.11 feet to a 1/2" iron rod in the Southeast right-of-way line of aforesaid East Broad Street;

THENCE N 72° 07' 44" E 24.00 feet along the Southeast right-of-way line of said Broad Street to THE PLACE OF BEGINNING, containing 0.345 acres (15,033 square feet) of land.

SURVEYED ON THE GROUND  
NOVEMBER 1, 1989

*James L. Brittain*  
JAMES L. BRITTAIN, R.P.L.S.  
STATE OF TEXAS NO. 1674





OVERHEAD LINES  
ELECTRIC  
TELEPHONE  
SIGNAL LIGHT

EAST BROAD STREET

N

N 72° 07' 44" E  
24.00' E  
POINT OF BEGINNING

820'

WALNUT

LOT 1

LOT 2

LOT 3

BLOCK 20

FRAME GARAGE

10' ALLEY ABANDONED

LOT 15

LOT 14

LOT 16

JAMES T. ORR  
LOT 13 VOL. 633 PG 315  
D.R.T.C.T.

LOT 17

LOT 12

BLOCK 20

17'

LOT 18

LOT 19

LOT 20

OLD BARBED WIRE FENCE

LAKE STREET  
ABANDONED BY CITY ORDINANCE  
NO. 407, VOL. 6719 PG 38  
D.R.T.C.T.

JAMES T. ORR  
VOL. 848 PG 156  
D.R.T.C.T.

LOT 33

LOT 32

LOT 31

BLOCK 20

N 29° 32' 09" W  
60.97'

DRIVE

700'

D: 04° 34' 44"  
R: 940.00'  
L: 75.12'  
L.C.: N 15° 25' 21" W  
75.10'

D: 04° 34' 44"  
R: 940.00'  
L: 75.12'  
L.C.: N 15° 25' 21" W  
75.10'

D: 12° 09' 26"  
R: 765.00'  
L: 162.32'  
L.C.: N 73° 47' 16" W  
162.02'

0.345 ACRES  
15,083 SQ. FT.  
FORMER CHURCH STREET NIGHT-TO-WAY AS  
RECORDED IN THE CITY OF MANFIELD IN  
1912

CONCRETE  
CURB &  
GUTTER

CONCRETE  
WALK

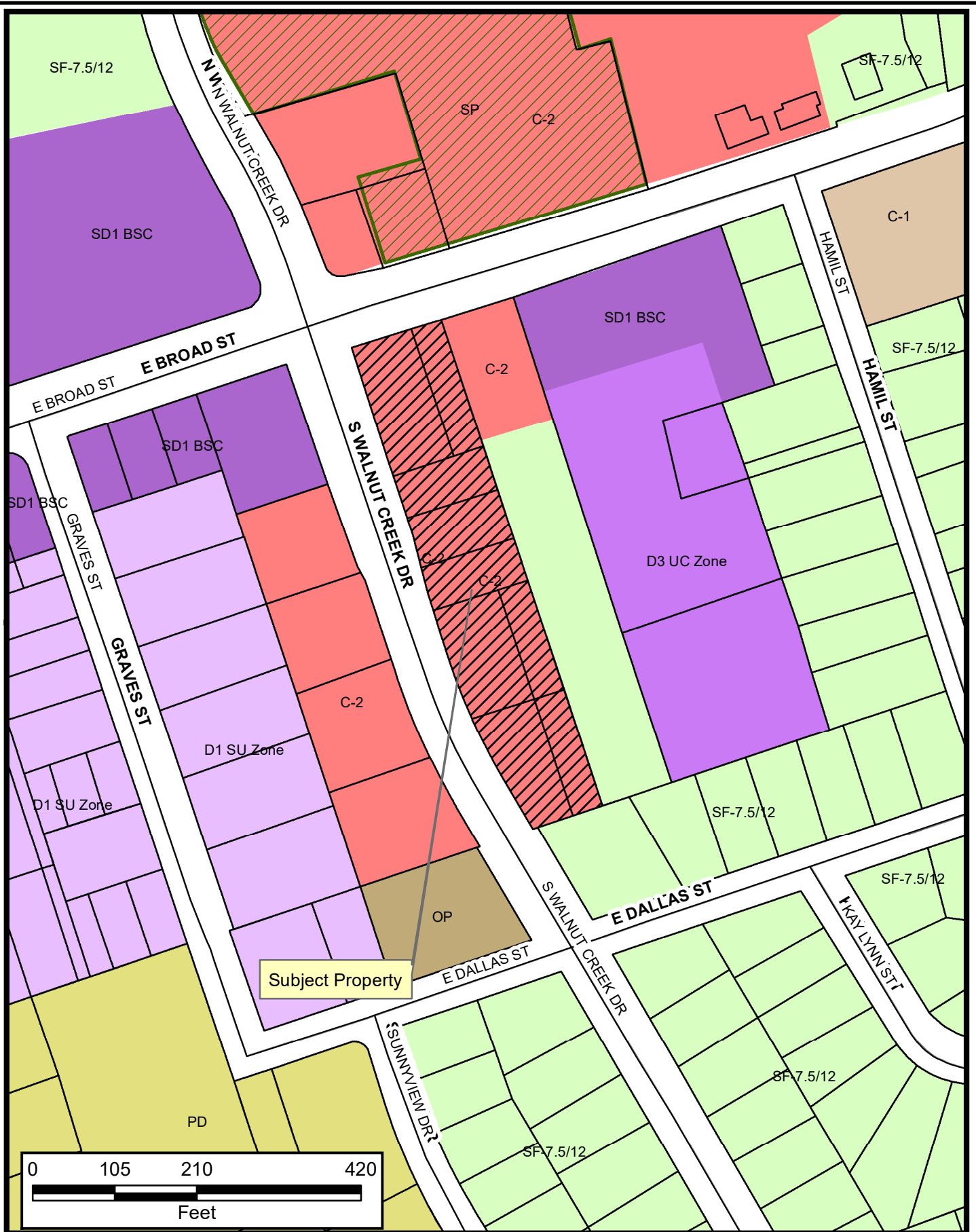
112' 100' SET

010174390001516











## Property Owner Notification for ZC#22-013

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
CARY ADDITION	BLK 1	MORENO, JOANN	117 S BURNET ST	BREMOND, TX	76629
HILLCREST ADDITION - MANSFIELD	BLK 5	VAN CURINE, STACY	300 KAY LYNN ST	MANSFIELD, TX	76063-2002
HILLCREST ADDITION - MANSFIELD	BLK 6	ASHLER PROPERTIES LLC	PO BOX 4738	DALLAS, TX	75208
HILLCREST ADDITION - MANSFIELD	BLK 6	BIG TIME PROPERTY INVESTMENTS	3101 E ABRAM ST	ARLINGTON, TX	76010
HILLCREST ADDITION - MANSFIELD	BLK 6	HALL, JOE	1050 MCCAMPBELL RD	MANSFIELD, TX	76063-5305
HILLCREST WEST ADDITION	BLK 1	HERNANDEZ, ELEAZAR L	1700 MARTINIQUE DR	MANSFIELD, TX	76063-8546
HILLCREST WEST ADDITION	BLK 2	GUERRERO-GALVAN, JOSE G	300 S WALNUT CREEK DR	MANSFIELD, TX	76063
LEE'S BROAD ADDITION	BLK 1	HART SYSTEMS INC	PO BOX 40888	FORT WORTH, TX	76140-0888
LEE'S BROAD ADDITION	BLK 1	MILL HAVEN WEST LLC	8760 COUNTY ROAD 612	MANSFIELD, TX	76063
LEE'S BROAD ADDITION	BLK 1	MANSFIELD ISD	203 HILLCREST ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 17	MANSFIELD, ISD	605 E BROAD ST	MANSFIELD, TX	76063-1766
MANSFIELD, CITY OF	BLK 18	JML INVESTMENTS LTD	225 MAN O WAR CT	BURLESON, TX	76028-7934
MANSFIELD, CITY OF	BLK 20	JBK REALTY LLC	7240 RETTA MANSFIELD RD	MANSFIELD, TX	76063-4702
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056



## Property Owner Notification for ZC#22-013

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 20	BRENNAND LAZY H RANCH LTD	4900 WOODWAY DR STE 1125	HOUSTON, TX	77056
MANSFIELD, CITY OF	BLK 21	HERNANDEZ, JACINTA	107 GRAVES ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 21	VOISARD, KEN	203 GRAVES ST	MANSFIELD, TX	76063
MANSFIELD, CITY OF	BLK 21	MANCHA, PABLO	301 GRAVES ST	MANSFIELD, TX	76063-2058
NOLES, R S REVISION	LOT A	D D BENSON DEVELOPMENT LLC	4215 RUANO CT	ARLINGTON, TX	76001
NOLES, R S REVISION	LOT R4F	D D BENSON DEVELOPMENT LLC	4215 RUANO CT	ARLINGTON, TX	76001
SMITH, VELMA EST	LOT 1	HOCK, BRENT L	608 E BROAD ST	MANSFIELD, TX	76063-1767
SMITH, VELMA EST	LOT 2	NEXGEN ENTERPRISES LLC	580 VILLAGE BLVD SUITE 240	WEST PALM BEACH, FL	33409
SMITH, VELMA EST	LOT 3	WOOLDRIDGE FAMILY LIMITED PART	2509 VISTA RIDGE DR	MANSFIELD, TX	76063
SMITH, VELMA EST	LOT 4	WOOLDRIDGE FAMILY LIMITED PART	2509 VISTA RIDGE DR	MANSFIELD, TX	76063
SMITH, VELMA EST	LOT 5	RUTLEDGE HOMES INC	658 E CANYON CREEK LN	WEATHERFORD, TX	76087-4055
SMITH, W ADDITION	BLK 1	INTERCON PARTNERS LTD	210 S WALNUT CRK DR STE 100	MANSFIELD, TX	76063-2016





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4948

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - An Ordinance of the City of Mansfield, Texas, Authorizing the Conveyance of Approximately 46 Acres of City Owned Real Property; Authorizing the City Manager to Execute all Documents Necessary to Complete the Transaction; and Providing an Effective Date

**Requested Action**

Defer to Council

**Recommendation**

Defer to Council

**Description/History**

The City of Mansfield solicited bids for the sale of city owned property near Heritage Parkway and Justice Lane. The bids were opened on September 15, 2022.

**Justification**

The sale of this property will facilitate future growth and development.

**Funding Source**

General Fund

**Prepared By**

Matt Jones, Assistant City Manager



**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE AUTHORIZING THE CONVEYANCE OF APROXIMATELY 46 ACRES OF CITY OWNED REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the City owns approximately 46 acres of real property, as described and shown on the attached Exhibit A (the “City Property”); and,

**WHEREAS**, pursuant to Section 272.001 of the Texas Local Government Code, the City published notice of bids for the purchase of the City Property; and,

**WHEREAS**, \_\_\_\_\_ submitted a bid (the “Bid”) responsive to the City’s notice of bids and the bid specifications for Project No. 2022-0804-02, offering to purchase the City Property; and,

**WHEREAS**, the City Council, after due and careful consideration, has determined the conveyance and sale of the City Property to \_\_\_\_\_ is in the best interest of the City.

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

**SECTION 1**

The City Council, pursuant to Section 3.13 of the City’s Charter, authorizes the conveyance and sale to \_\_\_\_\_ or its affiliates, and finds that the Bid submitted by \_\_\_\_\_ provides the best value to the City based upon an evaluation of the factors set forth in the bid specifications for Project No. 2022-0804-02.

**SECTION 2**

The City Manager, or his authorized designee, is hereby authorized and empowered to negotiate, finalize, and execute (i) a contract of sale with \_\_\_\_\_ or its affiliates; (ii) a special warranty deed conveying the City Property to \_\_\_\_\_ or its affiliates; (iii) any documents requested by the title company; and (iv) all other documents necessary to complete the conveyance of the City Property to \_\_\_\_\_. The City Council reserves the right to repeal this ordinance and bid award until a contract of sale has been executed.

**SECTION 3**

This ordinance shall take effect immediately from and after its passage.



**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD,  
TEXAS, THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Drew Larkin, City Attorney**





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4947

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City of Mansfield, Texas, Approving a Chapter 380 Agreement Between the City of Mansfield and Historic Mansfield Performance Park, Authorizing the Mayor to Execute Said Agreement; and Providing an Effective Date

**Requested Action**

That the City Council approve the agreement and authorize the Mayor to execute the agreement.

**Recommendation**

It is city staff's recommendation that the City Council approve the agreement.

**Description/History**

This agreement provides an \$800,000 grant to Historic Mansfield Performance Park for improvements made to The Lot Downtown, and a new lease agreement with them that continues their requirement to maintain the property and use as a public venue for musical, theatrical or other entertainment performances, arts and crafts events, and for ancillary park purposes, including the sale of food, drinks, and alcoholic beverages limited to beer and wine.

**Justification**

This agreement is necessary to assemble adjacent properties and provide for the continued operations through a new lease agreement.

**Prepared By**

Jason Moore, MEDC



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF MANSFIELD AND HISTORIC MANSFIELD PERFORMANCE PARK; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has been presented a proposed Chapter 380 Agreement between the City of Mansfield and Historic Mansfield Performance Park, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and,

**WHEREAS**, upon full review and consideration of the Chapter 380 Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the agreement should be approved, and the Mayor shall be authorized to execute on behalf of the City.

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

**SECTION 1.**

The Chapter 380 Agreement attached hereto as Exhibit “A” is approved.

**SECTION 2.**

The Mayor of the City of Mansfield is hereby authorized to execute the Chapter 380 Agreement.

**SECTION 3.**

This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED AND APPROVED THIS THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

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

**ATTEST:**

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



**EXHIBIT “A”**

Chapter 380 Agreement



**CHAPTER 380 AGREEMENT**  
**CITY OF MANSFIELD, TEXAS**  
**AND**  
**HISTORIC MANSFIELD PERFORMANCE PARK**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the City of Mansfield, Texas (“**City**”) and Historic Mansfield Performance Park, a Texas non-profit corporation (“**Company**”). Company and the City may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS:**

**WHEREAS**, the City owns an approximate one-acre tract of real property as more particularly described and shown on the attached Exhibit A (“**Property**”); and

**WHEREAS**, on April 23, 2015, the parties entered into a Lease and Joint-Use Operating Agreement and on March 2, 2016 entered into a First Amendment to Lease and Joint-Use Operating Agreement (collectively the “**Lease**”); and

**WHEREAS**, pursuant to the Lease, Company made a significant capital investment to make improvements to the Property and has been operating a public entertainment venue on the Property more commonly known as The LOT Downtown; and

**WHEREAS**, the parties desire to terminate the Lease; and

**WHEREAS**, City desires to make a payment to Company in the amount of \$800,000 (“**Grant**”) as a reimbursement for a portion of the cost of the improvements made to the Property, and in consideration for Company’s termination of the Lease; and

**WHEREAS**, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the City; and

**WHEREAS**, the City has determined that payment of the Grant will allow the City to pursue potential development opportunities for the Property and is in the best interest of the City and will serve the public purpose of promoting local economic development, will diversify the economy of the state and the City, will assist in eliminating unemployment and underemployment in the state and the City, and will enhance business and commercial activity within the City;

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



## **ARTICLE 1 GRANT**

**1.01 Grant.** City will pay the Grant to Company no later than October 15, 2022. Upon Company's receipt of the Grant, the Lease is terminated.

## **ARTICLE 2 GENERAL PROVISIONS**

**2.01 Entire Agreement.** This Agreement and its exhibits contain the entire agreement between the parties with respect to the transaction contemplated herein.

**2.02 Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the City.

**2.03 Assignment.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may not assign any portion of this Agreement without the prior written approval of the city council of the City.

**2.04 Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

**2.05 Choice of Law/Venue/Attorney Fees.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

**2.06 [Reserved].**

**2.07 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**2.08 No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a company or joint venture between the parties.

**2.09 Limitation of Liability.** The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.



**2.10 Program.** A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to enhance development opportunities along S. Main Street in the City. The terms of this Agreement implement the program.

**2.11 Full Execution Required.** This Agreement will not be binding on either party unless fully executed by both parties.

**CITY OF MANSFIELD, TEXAS**

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

Name: \_\_\_\_\_

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

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

**HISTORIC MANSFIELD PERFORMANCE PARK**  
a Texas non-profit corporation

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

Name: \_\_\_\_\_

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

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



**EXHIBIT “A”**  
The Property





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4914

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Discussion Item

**Agenda Number:**

**Title**

New Business - Consider Approval of a Historic Facade Preservation Funding Request to be Funded Through the Downtown Revitalization Grant Program

**Requested Action**

To consider the approval or denial of a Historic Facade Grant Program Application to be funded by the Downtown Revitalization Program Grant Fund and if approved, determine the amount of funding to be awarded.

**Recommendation**

To approve the Historic Downtown Revitalization Subcommittee's recommendation to approve a grant request for \$25,000 for the restoration of the historic facade using existing and similar bricks as described in the Frontier Waterproofing estimate.

**Description/History**

In 2021 the City Council and Historic Landmark Commission passed a resolution creating the Historic Mansfield Facade Grant Program designed to preserve the City's cultural heritage through the restoration, rehabilitation, and/or reconstruction of historic buildings and subsidize the costs associated with historic preservation and building improvements.

In the summer of 2022, BCB Transport began the improvement project of removing the stucco from the exterior facade of 115 N. Main Street. There are records that reference this building, which was the original town hardware store and Maple Drug Store, that date back to 1890. This building was one of the first establishments constructed in Mansfield, and may be the oldest standing building in Mansfield. In later years, the historic brick facade was covered with an exterior stucco. BCB Transport has received construction quotes for the removal and rehabilitation of the 100+ year old bricks to restore the original brick facade of 115 N. Main Street. They are seeking cost participation from the Downtown Revitalization Program Grant Fund in the amount of \$25,000.

**Justification**

The facade program's funding source is Hotel Occupancy Tax Funds. However, HOT funds were not awarded to the grant program for FY2022. The program supports the Downtown Development Strategies, which includes goals associated with historical and cultural heritage preservation and facade improvement. The FY2022 Downtown Revitalization Grant Fund has funds available to participate in cost-sharing for the project. The application is being brought for consideration by the City Council to determine if an exception may be approved for the funding source of this application.

The Historic Downtown Revitalization Subcommittee met on September 19, 2022 to consider the facade restoration grant request made by BCB Transport and recommended consideration by the City Council for the amount of \$25,000 for the restoration of the historic facade using existing and similar bricks as described in the Frontier Waterproofing estimate.



Funding Source  
Downtown Revitalization Grant Fund

Prepared By  
Nicolette Ricciuti  
Historic Downtown Mansfield Coordinator  
817-276-4264





# HISTORIC MANSFIELD FAÇADE GRANT APPLICATION

## PART 1: BUILDING INFORMATION

115 N. Main Street		Mansfield	TX	76063
Physical Address		City	State	ZIP Code
5B & 6A	2	Original Town of Mansfield	24750-2-5B	
Lot/ Tract	Block	Subdivision/Survey	Property ID	
1890	1			
Year of Construction	Number of Stories			

BUILDING TYPE (check one): ☐ Commercial/Retail/Restaurant ☒ Office ☒ Other Podcast Studio

Building Insurance Information	9a. Insurance Agent Name: <u>Swingle, Collins &amp; Associates / Katie Hunt</u>	9b. Agent Telephone Number: <u>972-387-3000</u>
	9c. Policy Number: <u>IHD-H543976-10</u>	9d. Policy Effective Date: <u>4-8-2022 / 4-8-2023</u>

## PART 2: APPLICANT INFORMATION

BCB Transport, LLC. ☐ Individual ☐ Partnership ☐ Corporation ☐ Other

Property Owner Name

<u>221 Airport Freeway</u>	<u>Mansfield</u>	<u>Texas</u>	<u>76063</u>
Mailing Address	City	State	ZIP Code
<u>Rick Larkin</u>		<u>682-518-1162</u>	
Contact Name	Contact Phone Number		
<u>rick.larkin@bcbtransport.com</u>			
Contact Email			

## PART 3: PROJECT DETAILS

Details of Planned Improvements: (attach additional paper if necessary)

See Attached

## ATTACH THE FOLLOWING REQUIRED DOCUMENTS

- ☒ Scaled drawings/plans of proposed work/color samples/description of materials to be used.
- ☒ Contractor Quotes/Bids (attach original proposal unless the work is self-contracted).

(1) Contractor's Name	<u>Nationwide Construction</u>	Cost Estimate	<u>\$ 36,031.00</u>
(2) Contractor's Name	<u>Frontier Waterproofing</u>	Cost Estimate	<u>\$ 74,215.00</u>
(3) Contractor's Name	<u>Nationwide Construction / Scaffolding</u>	Cost Estimate	<u>\$ 6,800.00</u>

Quotes/bids submitted by an applicant must be current. Quotes/bids shall contain the contractors name, address, and telephone number.

Total Cost of Proposed Façade Project: \$ 117,046.00

Total Grant Amount Requested: \$ \_\_\_\_\_



#### PART 4: GRANT PROGRAM AGREEMENT FORM

I intend to use this grant program for the aforementioned renovation projects to forward the efforts of the downtown revitalization and heritage preservation program.

**I affirm and understand that:**

- a) The information submitted herein is true and accurate to the best of my knowledge.
- b) I have read and understand the Design Guidelines for Downtown Mansfield and agree to be bound by and abide by these conditions.
- c) I understand that receipt of a façade grant from the City does not constitute application or approval for a building permit.
- d) I understand that any changes made to the approved façade improvements without the approval of the City will be cause for the City to withdraw its funding commitment.
- e) I understand that the owner/applicant will be obligated to maintain the building improvements, assisted through this program for a period of five (5) years from the date of project completion.
- f) The Owner hereby agrees, as the grant program applicant and property owner ("Owner"), that if a façade grant is awarded, a demand for repayment shall be made and a lien securing the interest of the City funds will be placed on the real property requiring repayment of the City funds invested unless: 1) an active and legal commercial business is occupying and operating from the project site address within six (6) months of the date of the reimbursement payment from the City to the Owner; and 2) an active legal commercial business is operating on the project site for a period of five (5) years. In the event of lapses in active commercial activity at the project site due to business failure, lease termination or similar or unforeseen causes during this period, the time period shall be tolled and the owner shall take all measures reasonably necessary including, without limitation, advertising and actively seeking new tenants, to ensure that a replacement legal commercial business commences operation on the project site as soon as possible following cessation of the same. Upon business recommencement, the time period will again begin to lapse.

BCB Live

**Business/Organization Name**

NWC KOPya

**Applicant's Signature (Building Owner's representative)**

*[Signature]*  
Building Owner's Signature

9-14-2022

**Date**

9-14-2022  
**Date**



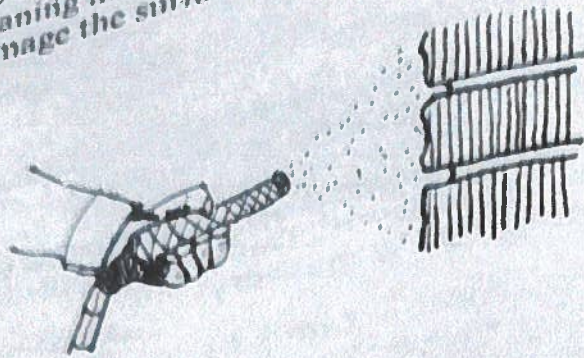


BCB Live and Nationwide Construction plan for the brick on the top section of 115 N. Main Street is as follows:

1. Erect scaffolding to perform renovation of bricked area.
2. Remove old plaster / paint from existing brick (completed).
3. Remove clean and store old brick to be reinstalled.
4. Replace any supports needed to rebuild façade.
5. Rebuild façade using similar brick on back of (3) layers of brick to replicate the construction of façade. Use as many of the original brick to give the same appearance as original façade to maintain historical significance.
6. Reference Mansfield Historical Rebuild Manual Page 52, Sections 35 and 36.



29. Do not use sandblasting or other abrasive cleaning methods which could permanently damage the surface of the masonry.



30. Remove damaged or deteriorated paint only to the next sound layer using the gentlest method possible prior to repainting.
31. Repoint mortar joints where deterioration is evident.
32. Remove deteriorated mortar by hand-raking the joints to avoid damaging the masonry.
33. Duplicate old mortar in strength, composition, color, and texture.
34. Duplicate old mortar joints in width and joint profile.
35. Replace extensively deteriorated or missing historic brick with new brick which duplicates the historic brick in strength, composition, color, and texture.
36. Never remove damaged or deteriorated masonry which could reasonably be repaired and preserved.





# PROPOSAL

**Project:**

BCB Live  
Historic Renovation

**Bidder:**

Frontier Waterproofing, Inc  
Tucker Hicks, Estimator

**Bid Information:**

115 N. Main Street  
Mansfield, Texas  
76063

**Bid to:**

Nationwide Construction  
K. David Ryan- Project Manager  
[dryan@nationwideconstruction.com](mailto:dryan@nationwideconstruction.com)

**Date:**

August 29th, 2022

**Frontier Proposal No.:**

2208100

**# SCOPE OF WORK- SOUTH INTERIOR WALL**

- |   |   |
|---|---|
| 1 | Remove loose dust, dirt, debris from interior brick masonry wall  |
| 2 | Install masonry dustproofer to prevent further dusting of exposed interior masonry and provide water resistance |

*All labor, material, equipment, taxes, and insurance are included in quote.*

**TOTAL: \$ 7,325.00**

**# SCOPE OF WORK- NORTH INTERIOR WALL**

- |   |   |
|---|---|
| 1 | Remove loose dust, dirt, debris from interior brick masonry wall  |
| 2 | Install masonry dustproofer to prevent further dusting of exposed interior masonry and provide water resistance |
| 3 | Install new brick at (2) infill locations near base of wall   |

*All labor, material, equipment, taxes, and insurance are included in quote.*

**TOTAL: \$ 11,010.00**

**# SCOPE OF WORK- EAST EXTERIOR WALL**

- |   |   |
|---|---|
| 1 | Remove all brick from top portion of east wall (includes all wythes of brick) |
| 2 | Salvage fully intact bricks, cleaning bricks of mortar and debris             |
| 3 | Replacing damaged/deteriorated bricks with matching brick                     |
| 4 | Reinstall all brick to match historic design, coursing, and pattern           |

*All labor, material, equipment, taxes, and insurance are included in quote.*

**TOTAL: \$ 74,215.00**





# PROPOSAL

#	EXCLUSIONS/NOTES
1	Only above listed scope of work items are included in associated pricing
2	Work to be done during normal business hours (Monday-Friday 7AM-5PM)
3	Built up scaffolding for East Wall Exterior to be provided by others
4	Must have clear access to scaffolding and areas of work while on site
5	Must have accessible material and equipment laydown area within reason of work area
6	Temporary facilities to be provided by others
7	Temporary utilities to be provided by others
8	Dumpsters and trash haul off to be provided by others
9	Interior masonry repairs other than noted repairs on North wall are NOT included
10	Any shoring necessary to safely complete East Wall rebuilding is NOT included
11	Any repair or installation of beams or support at East Wall is NOT included
12	Removal or reinstallation of metal parapet cap is NOT included
13	All pricing may be considered stand alone
14	City permits of any kind are NOT included
15	Sidewalk, parking, or street closure permits or fees are NOT included
16	Correspondence or scheduling with neighboring buildings or businesses is NOT included





June 9, 2022

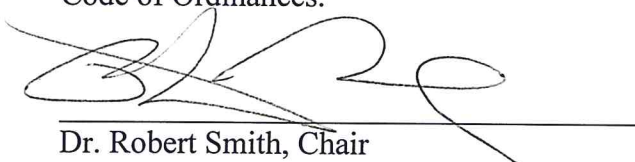
David Campbell  
Nationwide Construction  
721 S. 5<sup>th</sup> Avenue  
Mansfield, TX 76063

**CERTIFICATE OF APPROVAL**

RE: HLC# 22-005

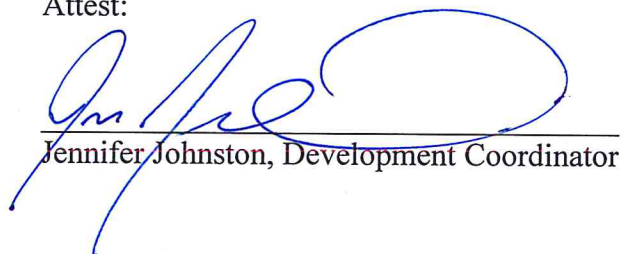
SUBJECT: Request for exterior changes to the Dennis Mahoney Building at 115 N. Main Street

The above-referenced request was approved by the Mansfield Historic Landmark Commission on June 9, 2022, by a 5 to 0 vote. On this date, the Commission found that the proposed exterior changes listed above met the conditions set forth in Section 155.069(F) of the Mansfield Code of Ordinances.



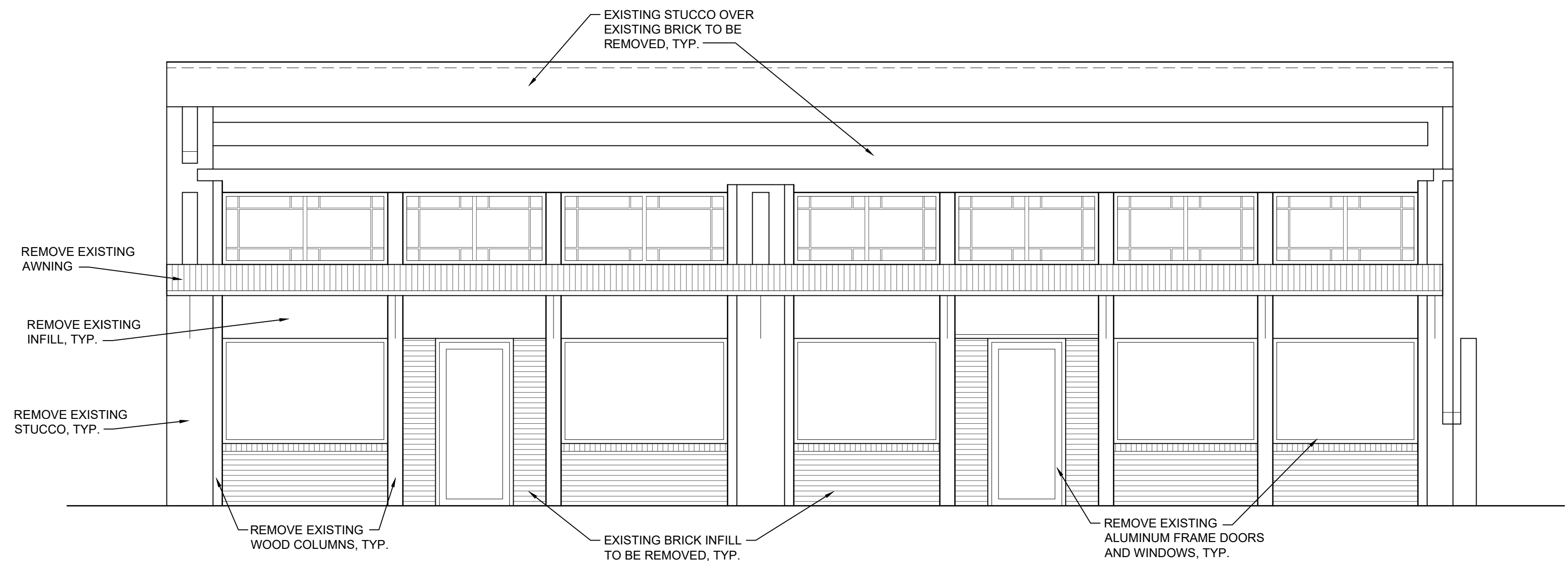
Dr. Robert Smith, Chair

Attest:

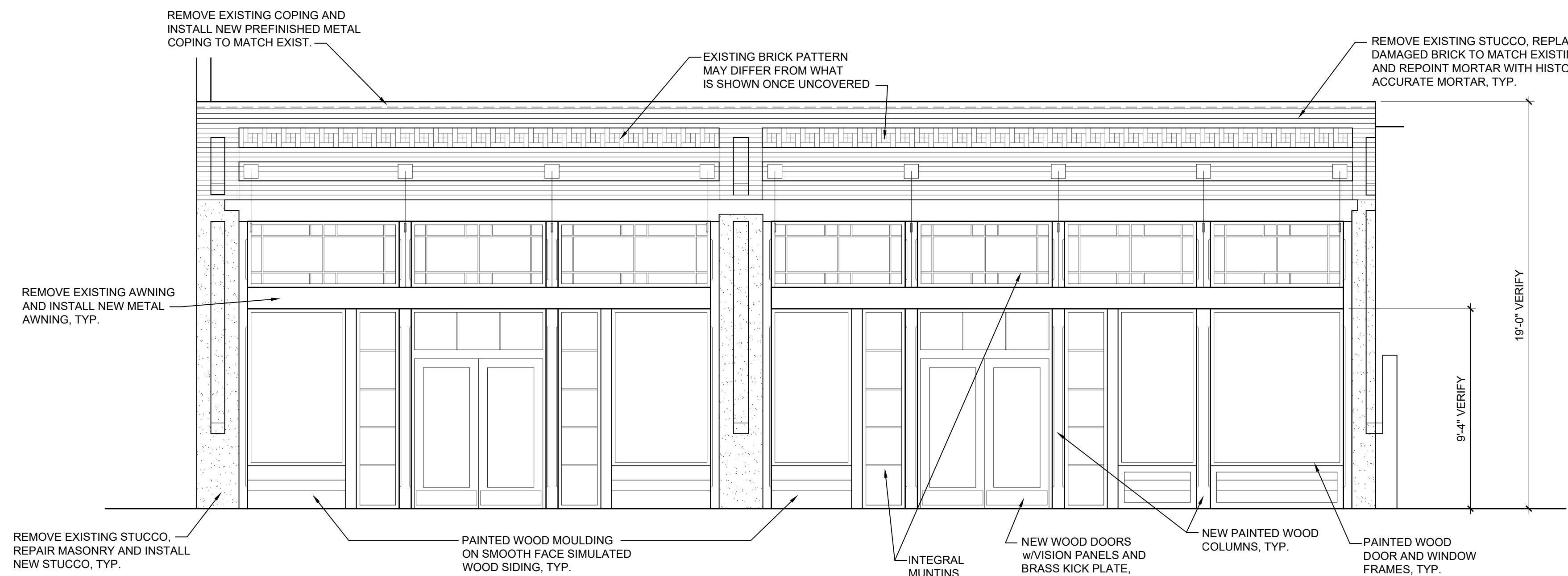


Jennifer Johnston, Development Coordinator

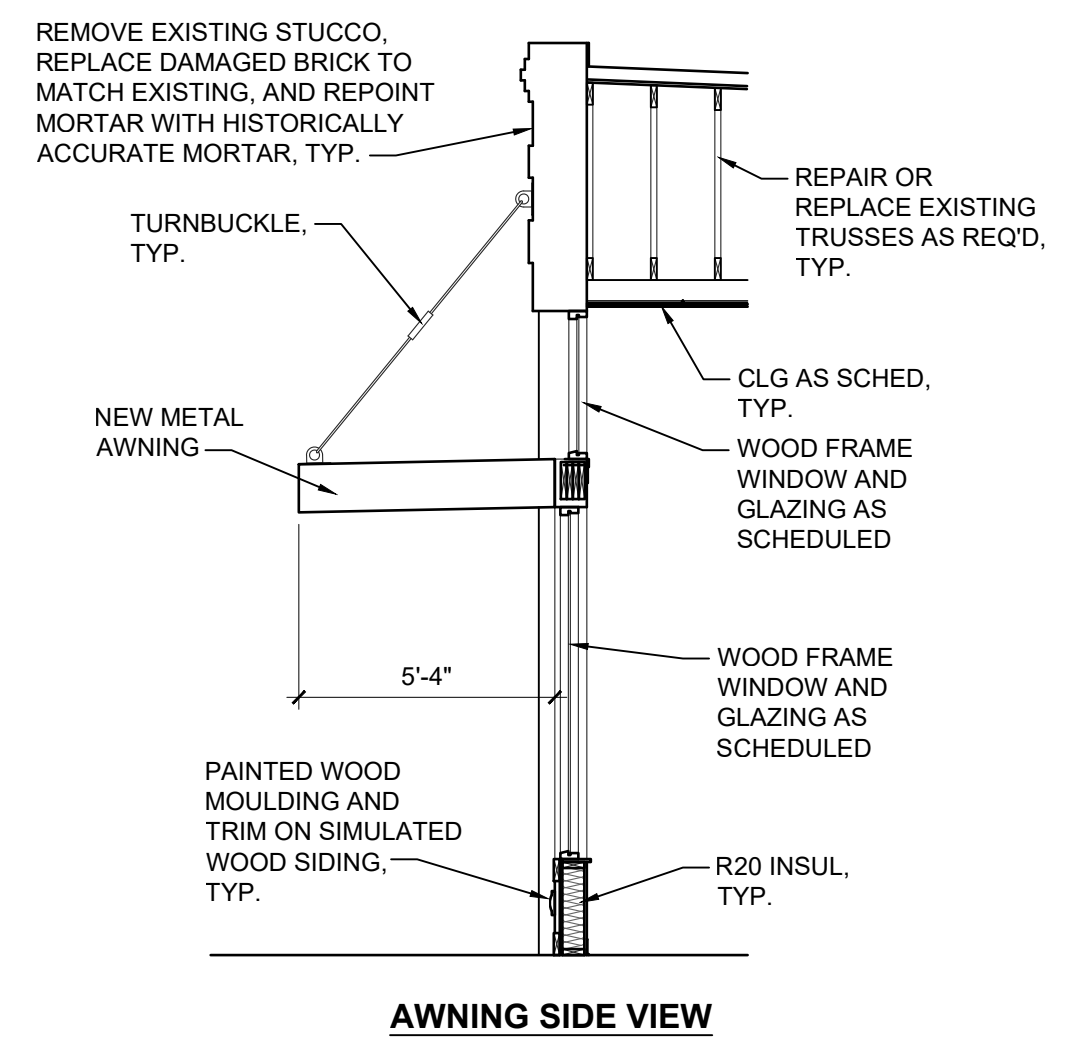




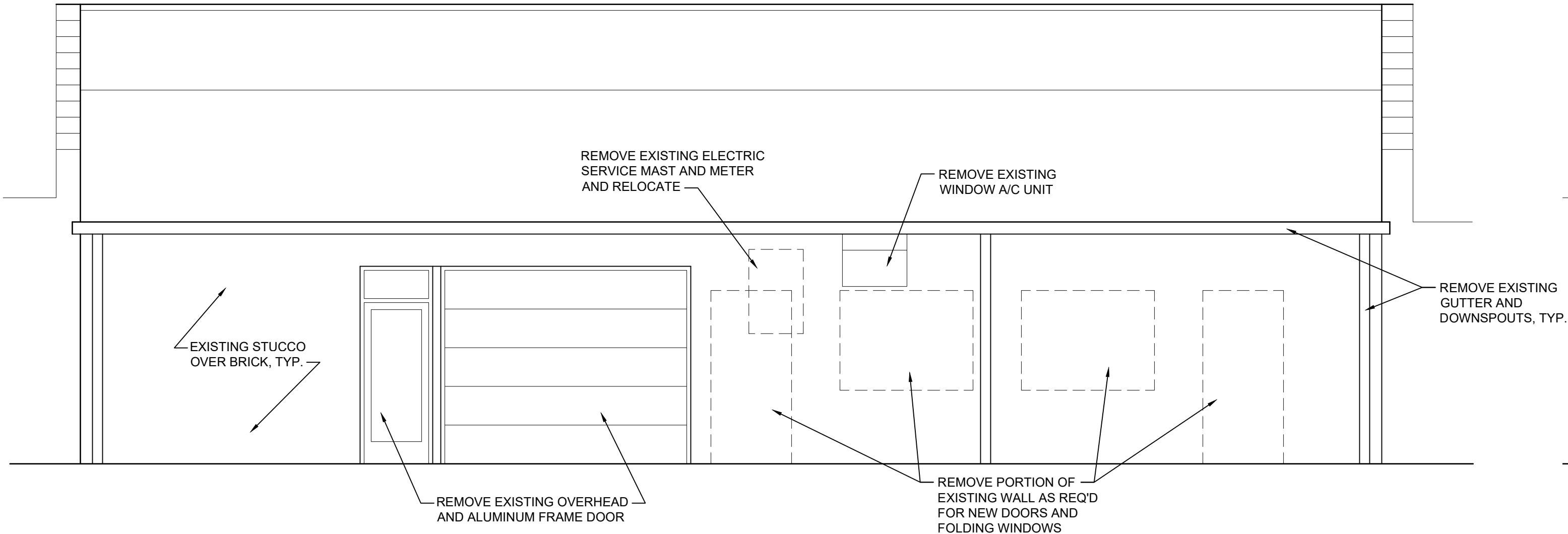
1 **EXISTING EAST ELEVATION**  
SCALE: 1/4" = 1'-0"



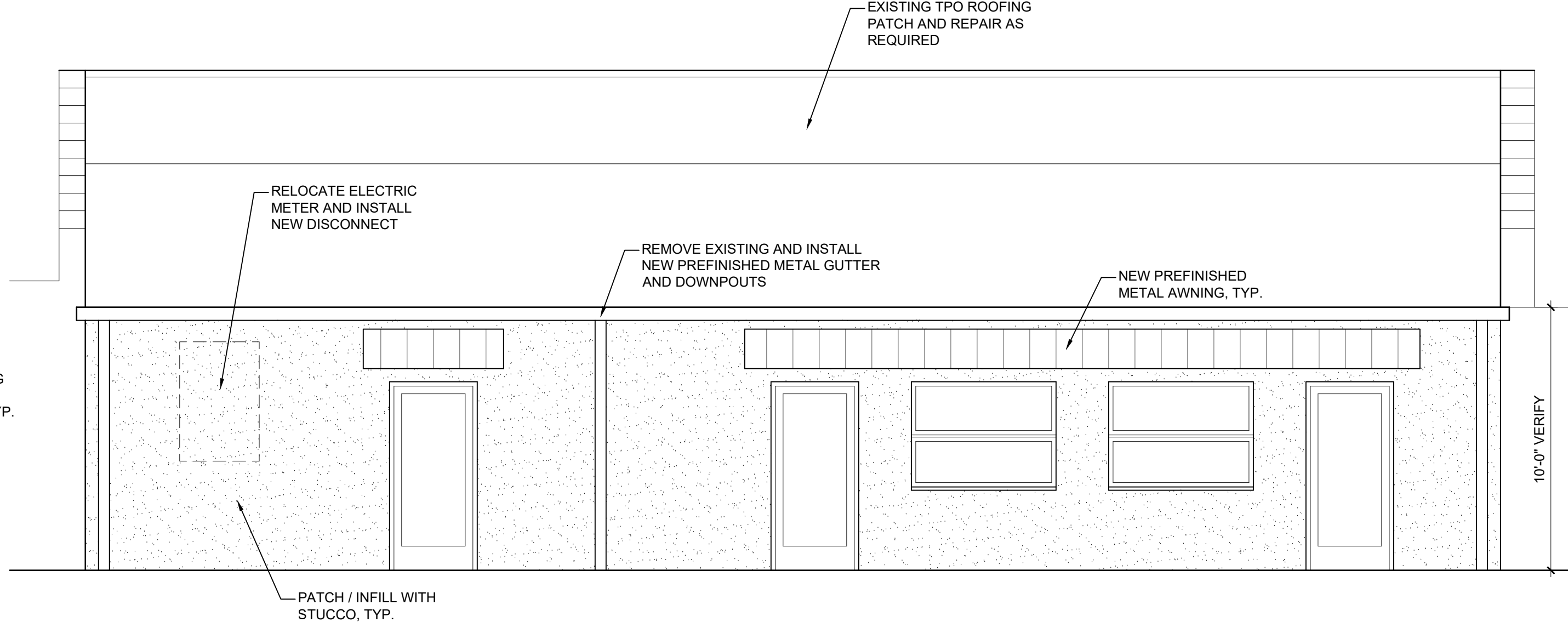
2 **REVISED EAST ELEVATION - OPTION 1**  
SCALE: 1/4" = 1'-0"



**AWNING SIDE VIEW**



3 **EXISTING WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



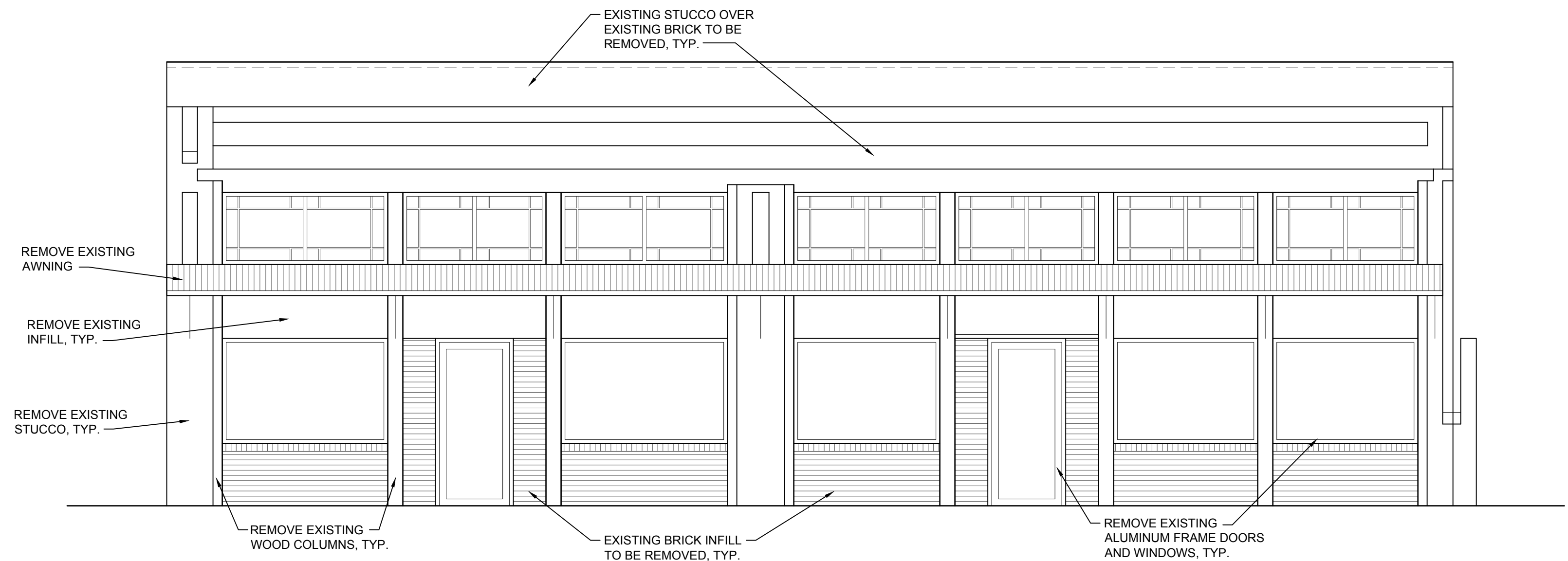
4 **REVISED WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



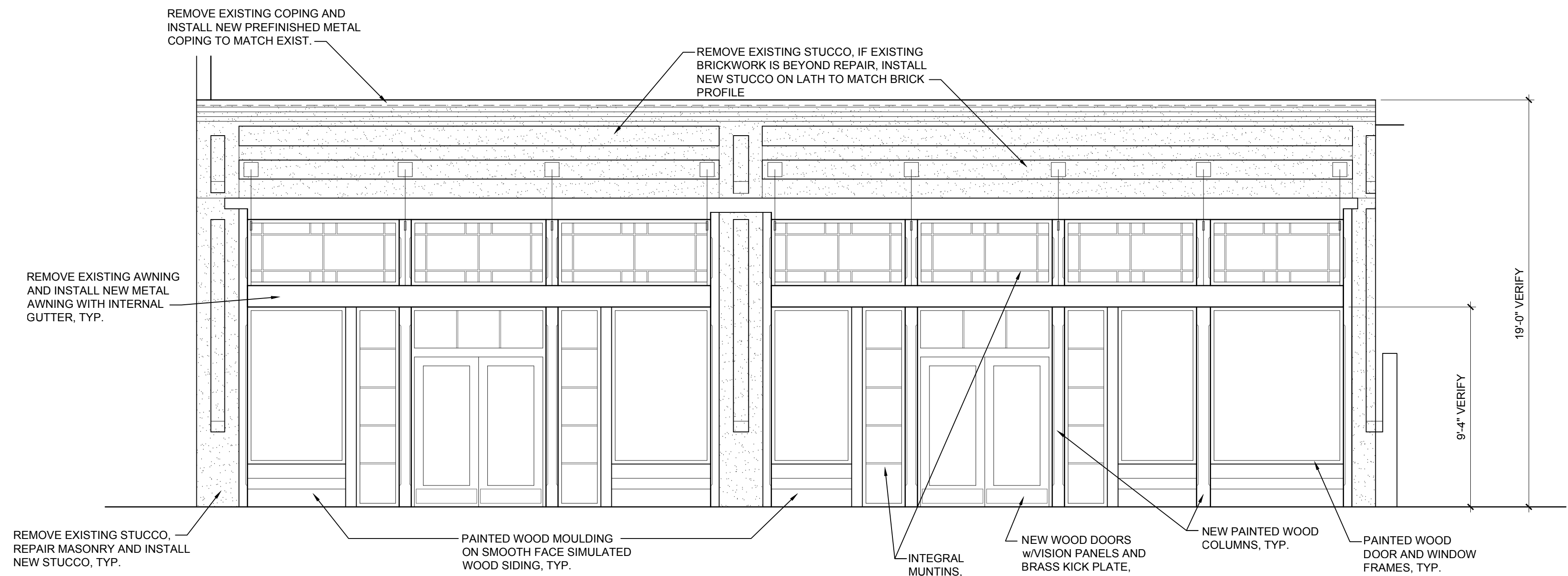


This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc., may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.

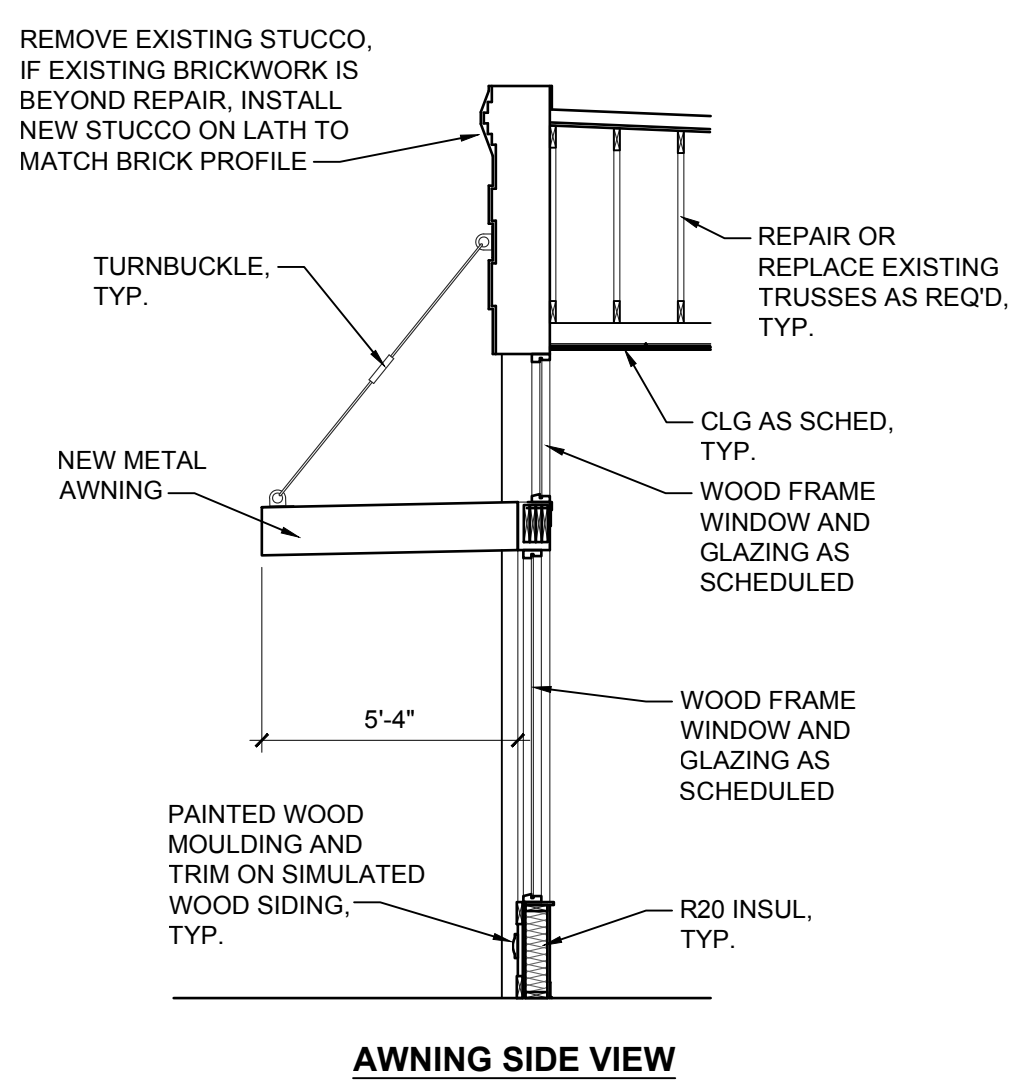




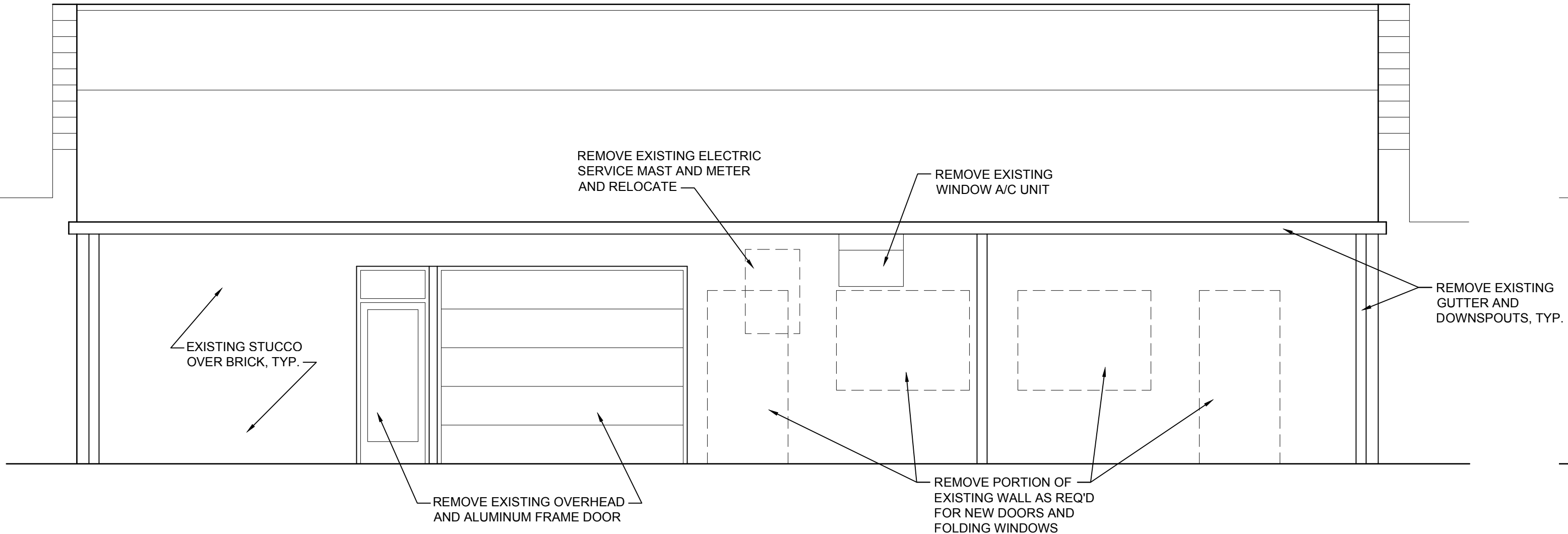
1 **EXISTING EAST ELEVATION**  
SCALE: 1/4" = 1'-0"



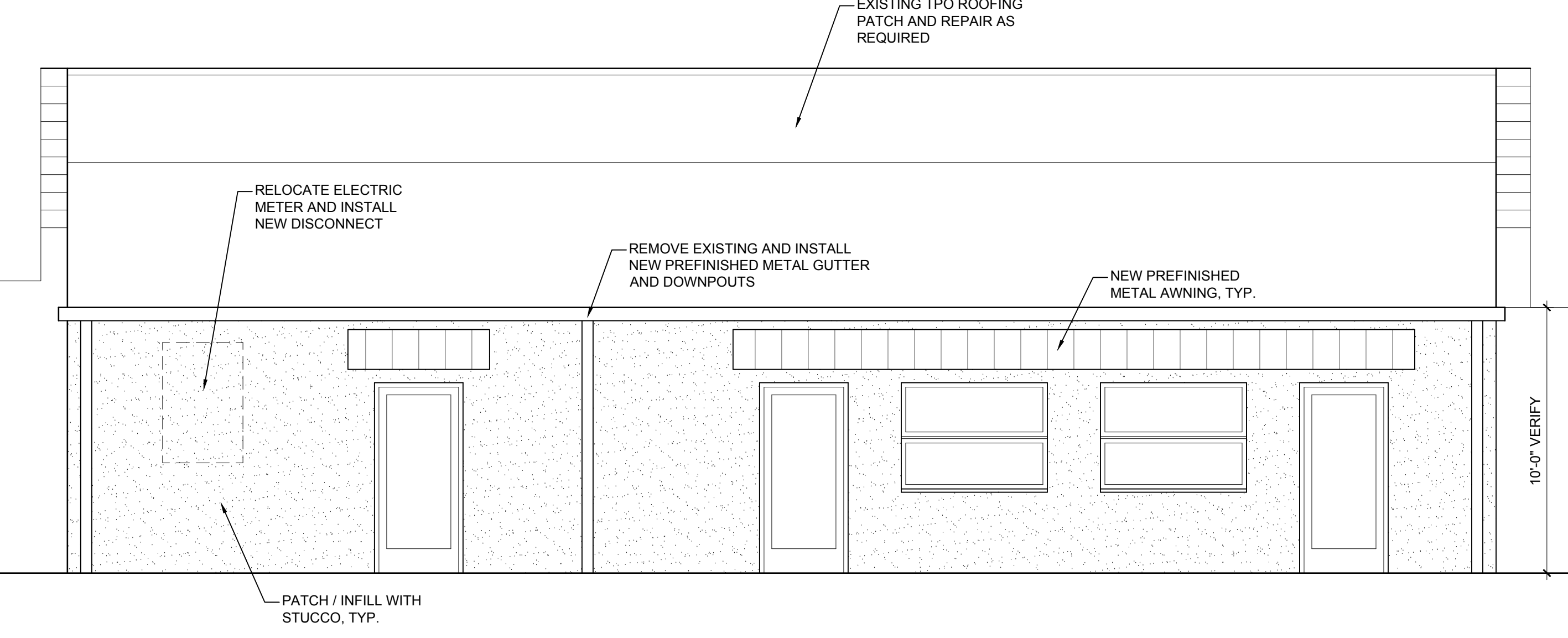
2 **REVISED EAST ELEVATION - OPTION 2**  
SCALE: 1/4" = 1'-0"



**AWNING SIDE VIEW**



3 **EXISTING WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



4 **REVISED WEST ELEVATION**  
SCALE: 1/4" = 1'-0"





This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc.. may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.





This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc., may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



# Dennis Mahoney Building, c. 1890

## 115 N. Main Street

The building was built by Dennis Mahoney in 1890. There are no records indicating it being occupied by Mr. Mahoney or the commercial use until 1895. In 1895, the building was occupied by A. J. Dukes and Henderson Poe as a hardware store on one side of the building. Marple Drug Store leased the other half.

A. J. Dukes was a private in the Twelfth Missouri cavalry of the Confederate Army. He was wounded and taken prisoner by Union Forces. Upon his release, he moved to Mansfield. Henderson Poe served in the First Texas Mounted Rifles and later the first regiment Texas Cavalry. After the war, he returned to the family farm north of Mansfield.

In 1919, the building was sold to John Henry Harrison, the home of Harrison Hardware. Promissory notes found later indicate that the building may have been used as a lending institute as well as a hardware store.

In the 1920's, leading young citizens gathered at the Blue Goose Confectionary to decide the fate of the community over a bottle of "Sody-Water" and later at Pop's Café. G. L. Walker opened the Pic and Pac Grocery in the 1930's. Carrie Mills had a restaurant in the 1940's. G. C. "Cleo" Wilson Hardware was in the building from about 1946 to 1951. A Mr. Payne operated another hardware store until 1965. From about 1965 to 1999, Western Auto occupied the building.

In 1999, Troy and Leslie Dorsey opened Troy Dorsey's World Champion Karate. Mr. Dorsey is the only person to hold world titles in boxing and karate at the same time. Mr. Dorsey holds a 10th degree black belt and has been inducted into the World Martial Arts Hall of Fame, World Karate Hall of Fame, Texas Martial Arts Hall of Fame and the Martial Arts Digest Hall of Fame. He is a native of Mansfield. The building is still occupied by Troy Dorsey's World Champion Karate.

The building is a registered Mansfield Historic Landmark.



VIEW OF MAIN STREET AFTER THE 1901 FIRE. THE MAHONEY BUILDING IS THE FIRST UNDAMAGED BUILDING.

SOURCE: THE HISTORY OF MANSFIELD, 1996

PHOTOGRAPH COURTESY OF THE MANSFIELD HISTORICAL SOCIETY





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 22-4949

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**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

Discussion Regarding the Appointment of a Member of the City Council as a Voting Delegate  
During the 2022 TML Annual Conference Business Meeting

**Requested Action**

Defer to Council.

**Recommendation**

Defer to Council.

**Description/History**

Mayor Evans requested this item be placed on the agenda for discussion. Support was  
received from Mayor Pro Tem Tonore and Council Members Lewis, Bounds and Broseh.

**Funding Source**

N/A

**Prepared By**

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





# CITY OF MANSFIELD

1200 E. Broad St.  
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## STAFF REPORT

File Number: 22-4915

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Mansfield Park Facilities Development Corporation

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Mansfield Park Facilities Development Corporation.

Staff recommends the following appointments:

- Reappoint Chris Osburn to serve a two-year term
- Appoint Raul Najera as a full time Director for a two-year term
- Appoint Jessica Ng-Hinojosa to a two-year term
- Appoint James Tiller as an Alternate to fill an unexpired one-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4916

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Mansfield Economic Development Corporation

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Mansfield Economic Development Corporation.

Staff recommends the following appointments:

- Reappoint William Vivoni and David Godin to serve a two-year term
- Appoint Richard Knight to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4917

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Planning and Zoning Commission

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Planning and Zoning Commission.

Staff recommends the following appointments:

- Reappoint Michael Mainer and David Goodwin to a two-year term
- Appoint Jennifer Thompson and Brandon Shaw to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4918

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Zoning Board of Adjustment

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Zoning Board of Adjustment.

Staff recommends the following appointments:

- Reappoint Tammy Miller to serve a two-year term
- Appoint Eric Peterson to serve a two-year term
- Appoint James Menefee as an Alternate to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4919

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Historic Landmark Commission

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Historic Landmark Commission.

Staff recommends the following appointments:

- Reappoint David Littlefield, Bob Klenzendorf, Thomas Leach and Mark Walker to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4920

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

**Agenda Number:**

### Title

Board Appointments: Historic Preservation Advisory Board

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Historic Preservation Advisory Board.

Staff recommends the following appointments:

- Reappoint Cynthia Gardner and Annette Hamill to serve a two-year term
- Appoint Linda Leddy to a two-year term
- Appoint Jandel Crutchfield to a one-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4921

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Library Advisory Board

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Library Advisory Board.

Staff recommends the following appointments:

- Reappoint Emily Duran and Maggie Martin to serve a two-year term
- Appoint Jandel Crutchfield to a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4922

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Keep Mansfield Beautiful Commission

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Keep Mansfield Beautiful Commission.

Staff recommends the following appointments:

- Reappoint Dee Chambliss and Kristine DeWolf to serve a two-year term
- Appoint Jeffrey Wilborn to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4923

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Mansfield Commission for the Arts

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Mansfield Commission for the Arts.

Staff recommends the following appointments:

- Reappoint Eric Peterson and Debbie Godfrey to serve a two-year term
- Appoint Jessica Sanchez, Marron Gebremeskel, and Crystal Brown-Tatum to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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





# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 22-4924

**Agenda Date:** 9/26/2022

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Appointment

### Title

Board Appointments: Construction Code Board of Adjustment and Appeals

### Requested Action

Appoint/Reappoint Board Members

### Recommendation

Defer to Council.

### Description/History

On September 12, 2022 the City Council reviewed staff recommendations brought forward for the Construction Code Board of Adjustment and Appeals.

Staff recommends the following appointments:

- Reappoint Robert Morris, Eric Peterson, and Rick Rhodse to serve a two-year term

### Justification

N/A

### Funding Source

N/A

### Prepared By

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