

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CONSULTANT SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

This Consultant Services Contract, hereinafter referred to as “Contract” is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **Urban 3, LLC**, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT are each a “Party” and are collectively referred to herein as the “Parties”.

**ARTICLE I.
EMPLOYMENT OF CONSULTANT**

For and in consideration of the covenants herein contained, CONSULTANT hereby agrees to perform consulting services in connection with the project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national consulting standards. CONSULTANT shall provide consulting services as further described in Exhibit “A”, for the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the “Project.”

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by CONSULTANT under the terms of this Contract, CITY shall pay CONSULTANT for services actually performed, a fee, not to exceed Ninety Nine Thousand Four Hundred Fifty-One and no/100 Dollars (\$99,451.00) as stated in Exhibit “B”, unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as agreed upon by the Parties in advance. In the event of a conflict between Exhibit “B” and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**ARTICLE III.
CHARACTER AND EXTENT OF SERVICES**

CONSULTANT, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. CONSULTANT represents that all its employees who

perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract, and CITY may look solely to CONSULTANT for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONSULTANT will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete plans, specifications, inspections, tests, or other services not specified necessary for the successful completion of the Project.

ARTICLE IV. **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. CONSULTANT understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "C".

This contract shall terminate when CITY has accepted the services associated with Project as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS**

CITY reserves the right to direct substantial revisions of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay CONSULTANT equitable compensation for services rendered for the making of any such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the Contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of CONSULTANT's error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
CONSULTANT'S COORDINATION WITH OWNER

CONSULTANT shall be available for conferences with CITY so that Project can be completed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and standards. CITY shall make available to CONSULTANT all existing field notes and other data in its possession relative to the Project. CONSULTANT may show justification to CITY for changes from CITY standards due to the judgement of said CONSULTANT, of a cost savings to CITY and/or due to surrounding conditions and circumstances. CITY shall make the final decision as to any changes after appropriate request by CONSULTANT.

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, CONSULTANT shall immediately discontinue all services and CONSULTANT shall immediately cease all work and labor being performed in connection with this Contract and shall proceed to cancel promptly any existing contracts for labor, materials, assistance, or supplies insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay CONSULTANT promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by CONSULTANT, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. CONSULTANT shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to CITY which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. CONSULTANT shall be liable for any additional cost to complete the project as a result of CONSULTANT's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of CONSULTANT's services and receipt of payment in full, all Project documents or instruments of consulting services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all documents or instruments of CONSULTANT's services as well as all other pertinent information for the Project. CONSULTANT shall have no liability for changes made to the documents by other consultants subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the consultant making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX.
INSURANCE

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONSULTANT. The CITY's decision thereon shall be final.
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability;
4. No special payments shall be made for any insurance that CONSULTANT and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and

5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. CONSULTANT will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to CONSULTANT under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONSULTANT, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY's failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI.
NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of, or arising out of, any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII.
**PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

In performing this Contract, if applicable, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, if applicable, the CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such CONSULTANT or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all CONSULTANT or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the CONSULTANT or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
CONSULTANT'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings,

specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or subcontractors.

**ARTICLE XVII.
INDEMNIFICATION**

CONSULTANT agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of CONSULTANT, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both CONSULTANT and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE XVIII.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**ARTICLE XIX.
INDEPENDENT CONTRACTOR**

CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, and subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, CONSULTANT acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONSULTANT further agrees that

he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including all exhibits. In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT's further rights hereunder forfeited.

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

**ARTICLE XXX.
NOTICES**

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to: City of Mansfield
Attn: Matt Jones
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4228
matt.jones@mansfieldtexas.gov

If intended for CONSULTANT, to: Urban 3, LLC
Attn: Joseph Minicozzi, AICP
17 Cherry St. N.
Asheville, NC 28801
(828) 255-7951
joe@urbanthree.com

ARTICLE XXXI.
PRIVATE LAND ENTRY

If applicable, no entry onto any property of others by CONSULTANT on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until CONSULTANT has secured the landowners' permission to enter and perform such activities, and CONSULTANT shall hold CITY harmless from any and all damages arising from activities of CONSULTANT on land owned by others.

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

CONSULTANT agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law Form.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 20____, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by CONSULTANT, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Matt Jones, Assistant City Manager

ATTEST:

Susana Marin, City Secretary

“CONSULTANT”
Urban 3, LLC

By: _____
Heather Worthington, Principal

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Matt Jones, Assistant City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

CONSULTANT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Heather Worthington, Principal of Urban 3, LLC.

Notary Public in and for the State of _____

Exhibit "A" - Scope of Services

PHASE 1: REVENUE MODELING

START AT THE BEGINNING: WE USE YOUR EXISTING DATA

Prior to commencing our economic analysis for the City of Mansfield, the Urban3 team will work with your staff to gather all necessary property assessment and parcel data from various departments from the city and the Tarrant counties. In addition, Urban3 will work with the appropriate departments to receive any other data applying to geospatially related revenue streams. This process may include organizing, cleaning, and translating the data across many formats, to ensure we can analyze these various revenue streams on an apples-to-apples basis.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in the Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for the City as needed.

CREATING YOUR 3D MODEL

After the parcel and all tax data are processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create three-dimensional representations of land value, tax value, and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across Mansfield will be easily displayed in 3D using ArcScene. Also, tax millage rates from the City will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

RETAIL TAX ANALYSIS APPROACH

In Texas, sales tax is a vital revenue source for cities. We will work with City staff to contact the State Department of Revenue to gather the sales tax data. Urban3 has worked with dozens of communities across the country, to obtain and map sales tax data at a spatially meaningful level, while still maintaining business privacy. We have been able to map this data in 10 states and plan to do so in Mansfield. We have a proven approach with several state departments of revenue and representatives from these departments are willing to speak with and vouch for our approach.

BUILDING YOUR COMMUNITY'S ECONOMIC STORY

Following the data processing and analysis, our analysts work with Mr. Minicozzi to storyboard all the findings. Over a period of days, our staff conducts a deep dive into all the data outputs. From this, we will create a holistic economic story for the City that will illustrate the impacts of various development types on the City's long-term municipal finances.

PHASE 1 REVENUE ANALYSIS DELIVERABLES

- Visualization of the relative economic potency of land uses in the City of Mansfield using both 2D and 3D graphics, including property and retail tax revenue streams
- An isolated analysis of various land use patterns within your community
- Analysis of statewide and local tax systems and creation of graphics to share this information

- in an easy-to-understand format with citizens
- Value per acre and productivity comparisons within the City
- An analysis of the taxable vs. nontaxable land in the City of Mansfield
- Visualization of existing property tax exemptions and scenarios of impacts from exemption policy change
- The delivery of those models, including a full ESRI map, to all relevant City departments
- Comparison of the economic potency of the downtown within the City as a ratio
- Comparative analysis of economic potency of different housing typologies, both single-family and mixed-use
- Land use or zoning based expanded detail analysis of the contributing factors to development productivity (special emphasis on multifamily and mixed use)
- Comparing economic productivity of varying property types City-wide
- Virtual presentation of findings

PHASE 1 REVENUE MODELING BUDGET

Task	Position		Total
Data Collection & Existing Conditions	Analyst		\$1,360
	Principal		\$748
Virtual Site Visit	Analyst		\$680
Model Processing	Analyst		\$2,720
Model Analytics	Analyst		\$3,400
	Lead Analyst		\$816
Retail Tax Analysis	Analyst		\$3,400
	Lead Analyst		\$816
Economic Analysis & Graphic Creation	Analyst		\$4,080
	Lead Analyst		\$1,224
	Principal		\$748
Storyboarding	Analyst		\$510
	Lead Analyst		\$612
	Principal		\$748
Build Presentation	Analyst		\$2,720
	Graphics Specialist		\$3,600
	Principal		\$748

Project Management	Project Manager/Planner		\$1,290
Administration	Administrative		\$498
		TOTAL	\$30,718

OUTCOMES

HOW TO PLAN FOR YOUR COMMUNITY'S FUTURE FINANCIAL HEALTH

The results of our analysis of the City of Mansfield will clearly demonstrate the economic potency of the downtown within the City. Because of the scale of the analysis, you will be able to see the economic effects of varying types of development within the same market. Your community can utilize the findings from the study to inform potential adjustments to public policy to maximize both the downtown area and the City's fiscal productivity.

Through our analysis, the City of Mansfield will glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment. It is sometimes assumed that budget problems can be solved by creating more growth, yet more growth in unproductive patterns—more cost than revenues—will only increase economic problems. What is needed is an approach that provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for your community and the entire City.

HOW LONG WILL THIS TAKE?

To begin the analysis, our project analyst will conduct a virtual site visit. Their work will be to procure data, connect with key members of your team that have the data and can field our questions, as well as make virtual site visits to key properties in the study.

The first phase of the project is the process of gathering and cleaning all data, which takes approximately one month. Upon that process's completion, it will take approximately five months to conduct the remainder of the analysis. The final presentations and reports will occur in the seventh month, and the final report will be complete by the eighth month.

HOW WILL YOU SHARE THE ANALYSIS WITH OUR COMMUNITY?

The goal of our work is threefold. First, the analysis will assist the City staff with policy recommendations to the council and planning commission or land use-related commissions. Second, Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing them to understand the true costs of development in a visual way as they make policy decisions. Lastly, we will present our final models to the broader community to inform their understanding of the true costs of development and maintenance, and the relationship to taxation.

At the conclusion of the project, Joe Minicozzi will deliver the results of the analysis in-person or virtually. We will rely on your staff to help coordinate and market any public presentations. You know your community best, and you know the critical audiences that need to be engaged. This could be your Chamber, Neighborhood Associations, City and County Leadership, or general public presentation. Mr. Minicozzi can also conduct workshops with staff and/or Planning Commissioners.

WHAT WILL BE THE LASTING IMPACT OF THE ANALYSIS ON YOUR COMMUNITY?

The final deliverable will be an interactive report of the analysis findings. This document can be put on your City's website, and an executive summary with metrics and benchmarks can be referred to, year over year.

Additionally, Urban3 will provide the City of Mansfield with 2D and 3D economic models of the City. These will be delivered as an ESRI map in ArcGIS format, and usable by GIS staff. We will also provide a proposal evaluation tool that provides the estimation of the cost of the infrastructure lifecycle to show the differences in revenue and cost for development decisions. This tool will be helpful to the planning commission and council for development choices.

- Citizens will understand the financial impact of varying development types on their City's current and future budgets as they provide input in any planning process
- Elected officials will have a data-driven understanding of their City's economic development landscape, enabling them to make informed decisions about future development and policy
- A 3D model of your City's property tax revenues, that can be updated on an annual basis
- The City will understand its role in the economy of the broader county, enabling advocacy efforts in the county

OUTCOMES DELIVERABLES

- Public Education Sessions, including presentations of the models and PowerPoint to your community, audiences determined by City of Mansfield staff (two days, up to six presentations)

OUTCOMES BUDGET WITH IN-PERSON PRESENTATION

Task	Position		Total
Final Presentations (in-person)	Chief Analyst		\$7,936
Final Report	Analyst		\$4,760
	Graphics Specialist		\$3,240
		TASK TOTAL	\$15,936
* Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs.		Expenses*	\$3,200
		GRAND TOTAL	\$19,136

PHASE 2: FISCAL AUDIT ANALYSIS AND FISCAL MAPPING

PHASE 2.1: FISCAL AUDIT ANALYSIS

As a next step in determining the long-term financial sustainability of the City, Urban3 will explore a Fiscal Audit analysis, on a hybrid citywide and road and utility departmental level, in order to assist policymakers, city staff, and the community of Mansfield in understanding the role development patterns play in influencing road and utility costs. This project phase will present and compare the recently created Revenue Model (Property Taxes, Sales Taxes, and Fees) with a

cost model (All relevant infrastructure, including streets and pipes). When revenue streams are held up against the costs, it will help the City understand the net position of the community.

HOW IS INFRASTRUCTURE FUNDED?

STEP 1: FISCAL RESEARCH

Urban3 will examine the sources and uses for City finances and catalog the mechanisms that fund local services, infrastructure, and capital projects. Our particular focus will be on public goods with a significant cost and that are spatially relevant. This invariably leads us to the lifecycle cost of the infrastructure model.

In our experience, we have found that community productivity is usually the opposite of perception once the 'net' position is modeled. We have also found in past projects that perceived revenue sources and connections differ from reality. This research process provides a clear picture of the sources and magnitudes of the community's revenue sources and cost drivers. We will leave you with an understanding of where feedback exists between land use choices and revenue while highlighting how infrastructure is actually paid for by the City.

STEP 2: FISCAL AUDIT

Our audit process bundles various aspects of municipal accounting and cash flows, which are usually disaggregated, with fixed infrastructures. This is a more comprehensive investigation of revenue since capital revenue can be opaque. We accomplish this through a combination of researching published materials such as the annual budget, capital improvement plan, and annual financial report.

In order to calibrate our model to Mansfield's unique conditions, we will also interview City staff to understand how infrastructure is funded and the local cost of infrastructure.

STEP 3: INFRASTRUCTURE LIABILITY ANALYSIS

The fixed infrastructure in a community such as a road network, the stormwater system, and water/wastewater pipes and facilities are typically its largest financial obligation. The true scale of that obligation can be obscured by accounting practices and general biases ignoring their perpetual lifespan. For this procedure in the analysis, we will assemble, map, and measure all the available sources of cost. The analysis will focus heavily on the road network since it's likely the biggest direct liability the City is responsible for. We will also include utilities and spatially relevant operating systems. In order to map and properly account for these elements we will engage in some data correction with staff. Typical corrections include addressing anomalies, fixing road topology issues, and preparing street and pipe data for analysis.

With an understanding of the physical quantity of the community's infrastructure, we can then seek to quantify it in terms of the revenue needed. Our cost methodology differs from the status quo Government Finance Officers Association (GFOA) standards and incorporates the perpetual lifecycle costs of a City. Our process incorporates the relationship between development and the infrastructure that serves it in the present. We look at the long-term lifecycle cost of a unit of infrastructure broken down to a yearly sum over that period and incorporate similar asset management methodologies in practice in the private sector. We will start with our own cost coefficients for the mapped infrastructure and calibrate them with input from staff.

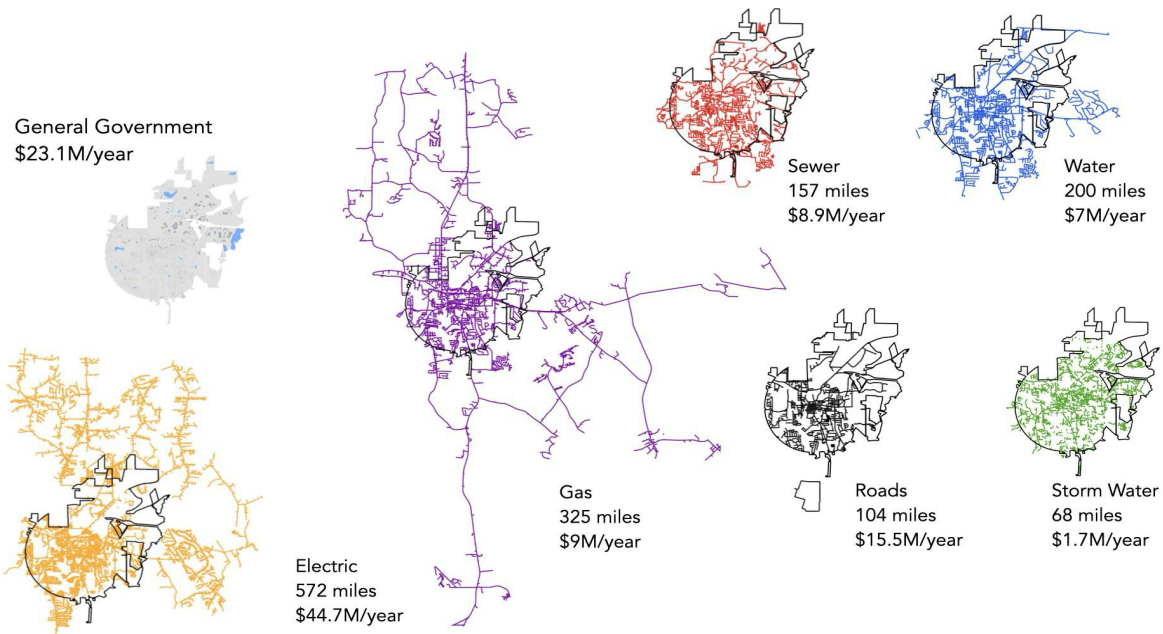


Figure 3: Length and cost associated with different services in Covington, GA

PHASE 2.1 FISCAL AUDIT ANALYSIS DELIVERABLES

- Demonstration of revenue and expenses of the existing budget and needed resources
- Visualization and analysis of the length of road and utility infrastructure
- Case Study of development decisions and infrastructure cost and revenue implications
- Analysis of infrastructure lifecycle liabilities

PHASE 2.1 FISCAL AUDIT ANALYSIS BUDGET

Task	Position		Total
Fiscal Research & Cost Data Collection	Analyst		\$2,550
	Lead Analyst		\$1,020
Staff Data Meetings	Analyst		\$850
Cost Data Correction & Model Processing	Analyst		\$3,400
	Lead Analyst		\$1,530
Model Analytics	Analyst		\$2,550
	Lead Analyst		\$2,040
Economic Analysis & Graphic Creation	Analyst		\$1,700
	Lead Analyst		\$2,040

	Principal		\$935
Storyboarding	Analyst		\$680
	Lead Analyst		\$816
	Principal		\$1,496
Build Presentation	Analyst		\$2,720
	Graphics Specialist		\$3,600
	Principal		\$1,496
Project Management	Project Manager/Planner		\$1,720
Administration	Administrative		\$498
		TASK TOTAL	\$31,641

PHASE 2.2: FISCAL MAPPING

Urban3 will evaluate the fiscal sustainability of the City's development and land uses footprint. The analysis will determine if its current footprint pays for itself and what the cash flow will be over time given long-term infrastructure liabilities. By visualizing which land use and development types contribute to revenue and required spending, we will leave the community with an understanding of the feedback between land use decisions and future cost and revenue ramifications.

The analysis will include how the City's revenue compares to the long-term maintenance, operations, and replacement needs. The results from this analysis will enable a data-driven discussion, allowing the City to use data when considering infill, potential annexation, or determining what types of development to incentivize. The land use conclusions that it provides will serve as decision-making tools for future growth.

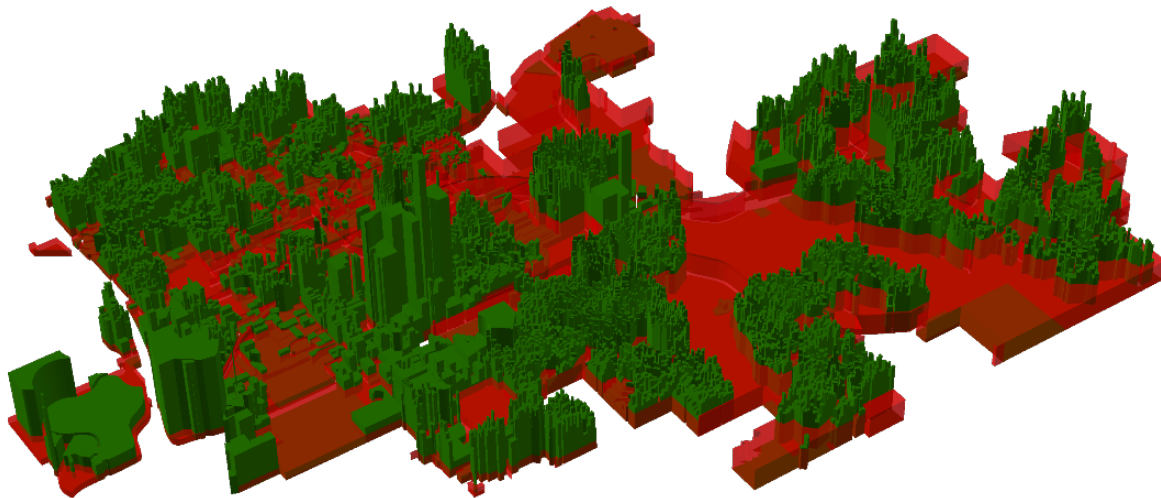


Figure above: Aggregated Cost and Revenue 3D Model for Oviedo, FL.

PHASE 2.2 FISCAL MAPPING DELIVERABLES

- Analyses and cataloging of existing City-wide model of infrastructure obligations and revenues from varying development patterns
- Long-term revenues and costs considerations for different development patterns

PHASE 2.2 FISCAL MAPPING BUDGET

Task	Position		Total
Model Analytics	Analyst		\$2,550
	Lead Analyst		\$2,040
Economic Analysis & Graphic Creation	Analyst		\$2,550
	Lead Analyst		\$1,020
	Principal		\$1,870
Storyboarding	Analyst		\$510
	Lead Analyst		\$612
	Principal		\$748
Build Presentation	Analyst		\$1,700
	Graphics Specialist		\$2,160
	Principal		\$748
Project Management	Project Manager/Planner		\$1,290
Administration	Administrative		\$498
		TASK TOTAL	\$18,296

Exhibit "B" - Description of Compensation

Consultant fees will not exceed \$99,451 for performing the services of this contract, with billing by percentage task complete on a monthly basis. See details below for tasks and associated costs. Any additional project-related expenses incurred that are anticipated to be over \$500 will be approved by the client before expenditure.

Analysis	Total
Phase 1: Revenue Analysis	\$30,378
Total with In-Person Presentation	\$49,514

Analysis	Total
Phase 2.1: Fiscal Audit Analysis	\$31,641
Phase 2.2: Fiscal Mapping Analysis	\$18,296
Fiscal Audit & Mapping Total	\$49,937

2024 STAFF HOURLY RATES

Staff	Hourly	Daily
Administrative	\$83	\$664
Analyst	\$170	\$1,360
Graphics Specialist	\$180	\$1,440
Lead Analyst	\$204	\$1,632
Principal	\$374	\$2,992
Project Manager/Planner	\$215	\$1,720

Exhibit "C" - Timeline

PHASE 1: REVENUE MODELING

The first phase of the project is the process of gathering and cleaning all data, which takes approximately one month. Upon that process completion, it will take approximately 8 months to conduct the remainder of the analysis. The final presentations and reports will occur in the tenth month, and the final report will be complete by the eleventh month.

PHASE 2: FISCAL AUDIT ANALYSIS AND FISCAL MAPPING

The first phase of the project is the process of gathering and cleaning all data, which takes approximately one month. Upon that process completion, it will take approximately 6 months to conduct the remainder of the analysis and present the findings.

The project isn't considered started until the data is delivered to analysts.