



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, December 9, 2024

2:00 PM

Council Chambers

REGULAR MEETING

1. **2:00 P.M. - CALL MEETING TO ORDER**

2. **RECOGNITION**

Fall 2024 Intern Class

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. Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

Seek Advice of City Attorney Regarding Pending Litigation Docket Number 582-24-07157.TCEQ

Seek Advice of City Attorney Regarding the Use of American Rescue Plan Act Funds

Seek Advice of City Attorney Regarding Appraisal District Board Nominations

Seek Advice of City Attorney Regarding the Assessment of Certain Fees

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

Board Appointments

- 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 #15-02

Economic Development Project #21-33

4. **IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

5. **INVOCATION**

6. **PLEDGE OF ALLEGIANCE**

7. **TEXAS PLEDGE**

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

8. **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.

9. **COUNCIL ANNOUNCEMENTS**

10. **SUB-COMMITTEE REPORTS**

[24-6328](#)

Minutes - Approval of the November 11, 2024 Local Transportation Issues Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

Presenters: Susana Marin

Attachments: [DRAFT 11-11-24 Minutes](#)

[24-6329](#)

Minutes - Approval of the November 11, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Presenters: Susana Marin

Attachments: [DRAFT 11-11-24 Minutes](#)

11. **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

12. **TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

13. **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

[24-6240](#)

Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Chapter 90 "Animal Control" of Title IX "General Regulations" of the Code of Ordinances of Mansfield, Texas to Amend Sections 90.01 through 90.03 and Sections 90.05 through 90.50 in Their Entirety, and Adding Sections 90.55 through 90.68 regarding Dangerous Dog Determinations, Appeals, Hearings, and Offenses; Providing that this Ordinance Shall be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty for Violations Hereof Up To \$500.00 and Each Day a Violation Exists Shall Be a Separate Offense; Providing for Publication in the Official Newspaper as Required by Law; and Providing an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Ordinance](#)

[Redline](#)

[24-6241](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting a Report Prepared by the City Health Officer in Accordance with the Texas Agriculture Code, Title 8, Chapter 251, Section 251.0055, "Limitations on City Governmental Requirements Applicable Within Corporate Boundaries"; Making Certain Findings as Required by

Chapter 251 of the Agriculture Code; Providing for the Incorporation of Premises; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Resolution](#)

[Exhibit A](#)

[24-6309](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to Cole Construction, Inc. in an Amount Not to Exceed \$2,923,801.86 for Construction of Phase 1B Improvements at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (ARPA, MPFDC Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[Bid Tabulation](#)

[24-6310](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to AUI Partners, LLC in an Amount Not to Exceed \$4,245,212.36 for Construction of Julian Feild Park Improvements; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (TIRZ #1)

Presenters: Matt Young

Attachments: [Resolution](#)

[Bid Tabulation](#)

[24-6323](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with Landtec Engineers, LLC, in an Amount Not to Exceed \$119,130.00 for Construction Materials Engineering, Testing Services, and Special Inspections for the Mansfield Fire Station 1 Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Kristen Petree

Attachments: [Resolution](#)

[Professional Services Contract](#)

[24-6327](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract Between the City of Mansfield, TX and Kimley-Horn and Associates, Inc. in an Amount Not to Exceed \$686,000, for the Development of the ADA Transition Plan and the Comprehensive Safety Action Plan; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund, Safe Streets and Roads for All Federal Grant)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[24-6333](#)

A Resolution of the City Council of the City of Mansfield, Texas Approving a Subrecipient Agreement with Fort Worth Area Habitat for Humanity, Inc. DBA Trinity Habitat for Humanity in the Amount of \$250,000.00; Appropriating Funds for this Agreement from the American Rescue Plan Act (ARPA) Fund; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Presenters: Matt Jones

Attachments: [Resolution](#)

[Exhibit A](#)

[24-6318](#)

Minutes - Approval of the November 11, 2024 2:30 p.m. Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [DRAFT 11-11-24 Minutes](#)

[24-6319](#)

Minutes - Approval of the November 11, 2024 6:00 p.m. Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [DRAFT 11-11-24 Minutes](#)

[24-6320](#)

Minutes - Approval of the November 12, 2024 Special Joint City Council and Mansfield Independent School District Board Meeting Minutes

Presenters: Susana Marin

Attachments: [DRAFT 11-12-24 Minutes](#)

[24-6321](#)

Minutes - Approval of the November 19, 2024 Special City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [DRAFT 11-19-24 Minutes](#)

END OF CONSENT AGENDA

14. PUBLIC HEARING AND FIRST READING

[24-6330](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form Based Development District on Approximately 57.95 Acres in the John Robertson Survey, Abstract No. 1317, City of Mansfield, Tarrant County, Texas, Generally Located east of U.S. Highway 287, East and West of N. Mitchell Road, and North of the Union Pacific Railroad Right-of-Way on Property Addressed at 101 S. U.S. Highway 287 and at 20 and 24 North Mitchell Road; BV Mitchell LLC and the City of Mansfield,

Applicants (ZC#24-008)

Presenters: Arty Wheaton-Rodriguez

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Legal Description](#)

15. **NEW BUSINESS**

[24-6336](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Appointing Messer Fort, PLLC to Provide Legal Services as City Attorney; Designating a City Attorney and Assistant City Attorneys; Authorizing the Execution of any Documents Necessary to Implement this Resolution; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Presenters: City Council

Attachments: [Resolution](#)

[24-6335](#)

Board Appointments: Animal Advisory Committee

Presenters: City Council

16. **ADJOURN**

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the December 9, 2024 2:00 p.m. 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, December 5, 2024 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 276-4207 at least three (3) business days in advance. Reasonable accommodation will be made to assist your needs.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 24-6328

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the November 11, 2024 Local Transportation Issues Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

Requested Action

Action to be taken by the Sub-Committee to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 11, 2024 Local Transportation Issues Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Sub-Committee 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

City Council - Local Transportation Issues Sub-Committee

Monday, November 11, 2024

1:30 PM

City Hall

CALL TO ORDER

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

Staff present: City Manager Joe Smolinski, Deputy City Manager/Chief Financial Officer Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager/Deputy City Attorney Vanessa Ramirez, Assistant City Secretary Keera Seiger

Present 3 - Todd Tonore; Tamera Bounds and Juan Fresquez

CITIZEN COMMENTS

There were no citizen comments.

RECESS INTO EXECUTIVE SESSION

The sub-committee did not recess into executive session.

OLD BUSINESS

Discussion and Possible Recommendation Regarding the Trinity Metro Rideshare Program

Assistant City Manager Matt Jones presented the history of the item and showed and explained the rideshare data from Trinity Metro of recent weeks. Matt answered questions on the unique riders, possible participation with the North Central Texas Council of Governments, costs with different number of vehicles, and federal funding. He spoke in detail on the options presented, the City's relationship with the NCTCOG, ridership trends, the time needed to secure funding, and possible next steps. City Manager Joe Smolinski also spoke and answered questions.

ADJOURNMENT

Chair Tonore adjourned the meeting at 2:04 p.m.

Todd Tonore, Chair

ATTEST:

Susana Marin, City Secretary



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STAFF REPORT

File Number: 24-6329

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the November 11, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Requested Action

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

Recommendation

Approval of the minutes by the Board.

Description/History

The minutes of the November 11, 2024 Tax Increment Reinvestment Zone Number One Board Meeting are in DRAFT form and will not become effective until approved by the Board 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

Tax Increment Reinvestment Zone Number One Board

Monday, November 11, 2024

2:00 PM

City Hall

CALL TO ORDER

Chair Broseh called the meeting to order at 2:07 p.m.

Staff present: City Manager Joe Smolinski, Deputy City Manager/Chief Financial Officer Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager/Deputy City Attorney Vanessa Ramirez, Executive Director of Economic Development Jason Moore, Assistant City Secretary Keera Seiger

Absent 1 - Alisa Simmons

Present 5 - Alberto Mares; Larry Broseh; Michael Evans; Todd Tonore and Tamera Bounds

CITIZEN COMMENTS

There were no citizen comments.

RECESS INTO EXECUTIVE SESSION

The Board did not recess into executive session.

NEW BUSINESS

Discussion and Recommendation Regarding Amendments to the Project and Finance Plan for an Administrative Facility for Governmental Functions of the City

Assistant City Manager Matt Jones presented the item and explained the amendments, the estimated bond indebtedness, and answered questions on project costs. City Manager Joe Smolinski and Deputy City Manager/Chief Financial Officer Troy Lestina both made brief comments.

A motion was made by Board Member Evans to approve the amendments to the Project and Finance Plan for an Administrative Facility for Governmental Functions of the City. Seconded by Board Member Bounds. The motion CARRIED by the following vote:

Aye: 5 - Alberto Mares; Broseh; Michael Evans; Todd Tonore and Tamera Bounds

Nay: 0

Absent: 1 - Alisa Simmons

Abstain: 0

ADJOURNMENT

Chair Broseh adjourned the meeting at 2:17 p.m.

ATTEST: Larry Broseh, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

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STAFF REPORT

File Number: 24-6240

Agenda Date: 12/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Chapter 90 "Animal Control" of Title IX "General Regulations" of the Code of Ordinances of Mansfield, Texas to Amend Sections 90.01 through 90.03 and Sections 90.05 through 90.50 in Their Entirety, and Adding Sections 90.55 through 90.68 regarding Dangerous Dog Determinations, Appeals, Hearings, and Offenses; Providing that this Ordinance Shall be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty for Violations Hereof Up To \$500.00 and Each Day a Violation Exists Shall Be a Separate Offense; Providing for Publication in the Official Newspaper as Required by Law; and Providing an Effective Date

Requested Action

Approval of Proposed Ordinance Amendments.

Recommendation

Approval of Proposed Ordinance Amendments.

Description/History

The Code of Ordinances Chapter 90, of the City of Mansfield, Texas, has not been revised since August 26, 2019. The proposed revision of Chapter 90 reflects needed changes to allow the Animal Care and Control Department to address animal related problems in the City of Mansfield and update parts of the Ordinance that are outdated due to State law changes and continued growth of the City of Mansfield. Additionally, in July 2021, the Animal Care and Control Department was moved from the Mansfield Police Department and re-housed under the Department of Regulatory Compliance.

Justification

The proposed ordinance revisions allow for improvements in definitions, minimum standards for operation, and providing for more detail in outlined processes. Revisions are also needed to update references from the Mansfield Police Department and Chief of Police to reflect the organization structure of the Department of Regulatory Compliance. The proposed ordinance revisions include updates to the ordinance fee language to reference the Master Fee Schedule adopted by City Council, as amended from time to time. Additionally, the revisions reflect updates to ensure compliance with regulatory requirements established during the Texas 88th Legislative Session. With these revisions, the Animal Care and Control Department will be better able to address animal related issues with ordinances that are in line with Texas State law, address other animal related problems in the City of Mansfield, and protect the health, safety, and welfare of residents, visitors, and animals within the City of Mansfield.

Funding Source

N/A

Prepared By

Nicolette Ricciuti, Director of Regulatory Compliance
Department of Regulatory Compliance
817-276-4264

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 90 “ANIMAL CONTROL” OF TITLE IX “GENERAL REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS TO AMEND SECTIONS 90.01 THROUGH 90.03 AND SECTIONS 90.05 THROUGH 90.50 IN THEIR ENTIRETY AND ADOPTING NEW SECTIONS 90.55 THROUGH 90.68 REGARDING DANGEROUS DOG DETERMINATIONS, APPEALS, HEARINGS AND OFFENSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF UP TO \$500.00 AND EACH DAY A VIOLATION EXISTS SHALL BE A SEPARATE OFFENSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council has previously adopted regulations governing animal control in Chapter 90 of the Code of Ordinances of the City of Mansfield in compliance with relevant Texas law, including but not limited to Title 10 of the Health and Safety Code and has adopted a Resolution as required by Chapter 251 of the Texas Agricultural Code making the required findings relative to city regulations for livestock as part of agricultural operations; and ,

WHEREAS, the City Council has reviewed the proposed amendments and finds it is in the best interest of the public to amend Chapter 90 relating to general animal control, livestock, determinations and appeals for dangerous dogs and related matters in order to protect the health, safety and general welfare of the residents of Mansfield and the public.

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

SECTION 1.

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

SECTION 2.

Sections 90.01 through 90.03, of Chapter 90, “Animal Control,” of Title IX, “General Regulations,” of the Code of Mansfield, Texas, are hereby amended to read as follows:

“GENERAL PROVISIONS

§ 90.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDON. Failure to adequately provide an animal with one (1) or more of the following necessities of life, including but not limited to, air, food, potable water, sanitary conditions, Shelter, protection from the heat, cold, or other environmental conditions, or other circumstances that may cause Bodily Injury, Serious Bodily Injury, or death of the animal, or to leave an animal in the care, custody, or control of another person or entity without his or her consent.

ANIMAL CARE AND CONTROL OFFICER. Any person designated by the city to perform animal control duties and who otherwise enforces the provisions of state and local laws as they pertain to animals within the city.

ANIMAL CARE AND CONTROL MANAGER. A person designated by the Director of Regulatory Compliance to supervise the daily operations of the Animal Care and Control Department, and his/her authorized designees.

ANIMAL. Includes dogs, cats, rabbits, rodents, birds, reptiles, and any other species of animal which is sold or retained as a household pet, but shall not include skunks, nonhuman primates and any other species of wild, exotic, or carnivorous animal that may be further restricted by law. Wild Animals that have been trapped will be treated the same as a Domestic Animal for all purposes including care and humane treatment.

ANIMAL ESTABLISHMENT. Any pet shop, Boarding Kennel or Cattery, grooming shop, auction, performing animal exhibition, or other facility engaged in the handling of Domestic Animals, excluding veterinary clinics, hospitals, animal shelters and individuals caring for animals in their private residence in compliance with the terms of this chapter.

ANIMAL FIGHTING PARAPHERNALIA. Any item or equipment that is designed, adapted, or used for animal fighting purposes, including, but not limited to, scales, fighting pits, instruments designed, adapted, or used in a manner that attaches to the leg of the bird, such as a knife, gaff, or other sharp instrument, or items used to train or condition animals to fight, such as hanging devices, spring poles, breaking sticks or “bite sticks”.

ANIMAL HOUSING. Any structure or enclosure contained within the Owner’s property limits and designed, adapted, or used to segregate an animal to a smaller area or restrict an animal to a limited space, including, but not limited to, pens, Kennels, dog runs, rooms, cages, compartments, hutches, Coops, and fenced portions of a yard or property. This term does not include the term Shelter as defined in the section.

ANIMAL RESCUE ORGANIZATION. Any not-for-profit organization that has tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code, which rescues and places animals into permanent homes. Animal Rescue Organization does not include an entity that breeds animals or an entity that in exchange for payment or compensation obtains any dog or cat from a person who either breeds dogs and cats or facilitates the sale of dogs and cats that were obtained from a person who breeds dogs or cats.

AT-LARGE. Not completely confined by a building, wall, or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a hand-held leash under the control of a capable person or held in the hands of the Owner. An animal confined within an automobile or other vehicle under the control of its Owner shall not be deemed At-Large so long as such confinement reasonably prevents access to the public. Animals that are unrestrained in the open bed of a truck, tractor, trailer, or similar type vehicle will be considered At-Large. Any dog confined within a city owned Dog Park is not considered At-Large.

BASIC GROOMING. Maintaining the eyes, ears, beaks, hooves, feet, nails, coat and skin of an animal in such a manner that is reasonably necessary for the health and safety of the animal.

BOARDING KENNEL OR CATTERY. Any establishment where dogs, cats, puppies, or kittens are kept for the primary purpose of boarding for any part of a 24-hour period. This does not include veterinary clinics where boarding is offered in addition to clinical services or grooming facilities where boarding is not offered overnight.

BODILY INJURY. Physical pain, illness, or any impairment of physical condition that would cause a reasonably prudent person to seek treatment from a medical professional or veterinarian without regard to whether the person actually sought treatment. This term includes, but is not limited to, a bite or scratch wound and any bodily injury resulting from the victim attempting to escape or prevent contact with the injuring animal.

COOP. A covered, predator-resistant house for Domestic Fowl that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a Shelter, Animal Housing enclosure, and any other applicable requirements of this chapter.

COMMERCIAL BREEDER. Any Owner who breeds animals and transfers ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other group of offspring (whichever occurs first) of any breeding animals during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, slaughter, or resale to a third person.

COLLAR. Any collar constructed of nylon, leather, or similar materials, specifically designed to be used for a dog, cat, or ferret.

CAT. Any live or dead cat (*felis catus*).

DANGEROUS DOG. A dog that:

- (1) Makes an Unprovoked attack on a person that causes Bodily Injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits Unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause Bodily Injury to a person; or
- (3) Makes an Unprovoked attack on a Domestic Animal or Livestock that causes bodily injury or death and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

DANGEROUS INCIDENT. An incident in which a dog:

- (1) Makes an Unprovoked attack on a person that causes Bodily Injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits Unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack or cause Bodily Injury to a person or to another animal.

DIRECT PHYSICAL CONTACT. Having precautions in place so the person may exercise physical control over the animal in the event it should become necessary to do so to protect the animal, a human, or another animal from harm. For purposes of this chapter, voice control, shock Collars, e-Collars, and Collar mounted electronic training devices, regardless of the animal's proximity or training status shall not be considered direct physical contact.

DOG. Any live or dead dog (*canis familiaris*).

DOMESTIC ANIMAL. Any animal that lawfully may be kept as a pet or as Livestock within the City of Mansfield so long as all the required provisions of this chapter are met, ownership or possession of said animal is not prohibited by any international, federal, local or state law, and is not a Wild Animal, as defined herein, including but not limited to, the following animals:

- (1) **REPTILES.** Any non-venomous reptile that does not typically reach total lengths greater than six (6) feet;
- (2) **BIRDS.** Any birds commonly kept as pets, or any bird kept for falconry purposes by a state and federally permitted falconer;
- (3) **AMPHIBIANS.** Any frog or toads commonly kept as pets;
- (4) **MAMMALS.** Any mammals commonly kept as pets or Livestock including, but not limited to, dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, sugar gliders, horses, cows, alpacas, and llamas.

DOMESTIC FOWL. Birds of a breed developed or kept for the purpose of meat production, egg laying, or purely ornament or show, including but not limited to ducks, guineas, geese, chickens, turkeys, quail, parakeets and pigeons.

ESTRAY. Any branded or unbranded Livestock, fowl, exotic livestock, or exotic fowl found running at large.

EUTHANIZE. To cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress; or
- (2) Utilizes anesthesia produced by an agent, which causes painless loss of consciousness and death following such loss of consciousness.

EXERCISE YARD. An enclosure attached to a Coop that provides exercise for Domestic Fowl and is constructed to prevent the Domestic Fowl from escaping such enclosure and offers protection from predators. Mobile/moveable housing such as chicken tractors may also be used.

EXIGENT CIRCUMSTANCES. Any circumstances in which the officer, in his or her best judgment, determines that a life threatening or serious injury may occur if immediate action is not taken (i.e., animal may die if not immediately transported to a veterinarian, or animal may bite and seriously injure a human or other animal if not immediately impounded, or animal may die if officer does not immediately enter property and rescue, etc.).

FERAL. Any untamed animal living in the wild that will not voluntarily accept handling by human beings despite usually being considered a Domestic Animal.

HARBORING. Any act of a person which provides care, shelter, protection, refuge or nourishment to an animal that is not in the person's ownership, which incentivizes or encourages the same animal to return to the same premises for care, shelter, protection, or nourishment for a period of ten (10) days or longer.

HUMANE TRAP. Any trap designed to capture an animal without injuring the animal.

IDENTIFICATION. Any acceptable method, such as Microchipping, registration tag, or tattoo, which can be used to readily trace the current ownership of an animal.

INCLEMENT WEATHER. Includes rain, hail sleet, snow, high winds, any high wind advisory warnings, extreme low temperatures, any cold or freeze advisory warnings, extreme high temperatures, and any heat advisory warnings.

KENNEL. Any lot, building, structure, enclosure or premises where five (5) or more adult animals are kept and wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats, or other animals.

LIVESTOCK. Any Domestic Animal typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, included, but not limited to, regardless of

age, sex or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised for food or fiber source; Domestic Fowl; and pigs or hogs, consisting of all swine species.

LOCAL RABIES CONTROL INCIDENT. Any bite or other injury to a person caused by a warm-blooded animal that breaks the victim's skin or causes him or her to bleed and potentially come in contact with the injuring animal's saliva and could allow the rabies virus to be transmitted from the animal to the person.

MICROCHIP IMPLANT. A passive electronic device that is injected into an animal, under the skin, by means of a hypodermic type syringe device.

NESTING BOX. A clean, dry enclosed area in a Coop designed to facilitate egg laying that is large enough to allow each hen being kept inside to sit, stand up, and turn around easily, with sufficient bedding material or nest pads to reduce egg breakage during laying.

NUISANCE. An act that threatens the health, morals, safety, comfort, convenience, or welfare of a community.

OWNER. Any person or persons, firm, partnership, corporation, association or entity that Harbors, shelters, keeps, controls, manages, possesses, has whole or part interest in an animal, or is a caretaker who has responsibility for feeding, watering, or otherwise providing care for any animal. The occupant, owner, or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be presumed to be the owner of the animal. The presumption may be rebutted with proof that the animal has been reported to the department as a Stray animal as required in this ordinance. A property owner, occupant, any adult resident, or head of household of any premises on which a dog, cat, or Feral animal remains or customarily returns to is an owner for the purposes of this chapter. If a person that Harbors, shelters, keeps, controls, manages, possesses, or has whole or part interest in an animal is under the age of seventeen (17) years, the parent, legal guardian, or head of the household shall be considered the owner for the purpose of this chapter. There may be more than one (1) person who is the owner or responsible for the animal, including, but not limited to, caretaker, pet sitters, groomers, boarders, walkers, and trainers.

POLICE ANIMAL. An animal owned by the City of Mansfield or other governmental law enforcement agency, specifically trained or equipped to assist personnel in a law enforcement capacity.

POTBELLIED PIG. A domesticated miniature Vietnamese, Chinese, or Asian potbellied or potbelly pig, not exceeding 250 pounds in weight and 30 inches in height measured at the shoulder, kept as a pet for personal enjoyment and not kept or raised for breeding, sale or human consumption.

POULTRY FARM. An agriculturally zoned tract of land devoted principally to the raising of poultry for commercial purposes.

PROPERLY FITTED. With respect to a Collar, a Collar that measures the circumference of the animal's neck plus at least one inch as to prevent escape from the Collar, that does not choke or impede normal breathing or swallowing, and that does not cause pain or injury.

QUARANTINE. To take into custody and place in confinement, isolated from human beings and other animals in such a way as to preclude the possibility of disease transmission.

SECURE ENCLOSURE. A fence or structure, being securely enclosed and locked, having four sides, a top, and a bottom, and clearly marked as containing a Dangerous Dog with nine-inch

letters, that capable to prevent the escape or release of a Dangerous Dog and to prevent any unauthorized entry.

SERIOUS BODILY INJURY. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought treatment.

SHELTER. A structure that is capable of adequately providing cover and protection from the heat, cold and other environmental conditions. At minimum, a Shelter must have three (3) sides, a top, and a bottom and must be adequately ventilated to satisfy the requirement of adequately providing cover and protection. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around and lie down, but be small enough to prevent the loss of body heat during cold weather.

STRAY. Any animal, for which there is no identifiable Owner or Harboring, which is found to be at large within the corporate limits of the city.

SWINE. Any of various omnivorous, even-toed ungulates of the family *Suidae*, including pigs, hogs, and boars, having a stout body with thick skin, a short neck, and a movable snout.

TETHER. Any leash, chain, cord, rope, or other means of restraining an animal or the act of chaining, tying, fastening or otherwise securing an animal to a fixed point so that it can move or range only within certain limits. For purposes of this chapter, tether does not include a trolley line.

UNPROVOKED. The animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner. While properly restrained, the animal was defending or protecting a person(s) or another animal trespassing or committing a crime on the premises or property occupied by the Owner. If the animal was protecting itself or its offspring.

VACCINATION. The inoculation of an animal with an anti-rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered in accordance with the label's directions and all state and federal laws for the purpose of immunizing the animal against rabies.

VACCINATED, CURRENTLY. Vaccinated and satisfying the following criteria:

- (1) The animal must have been at least twelve (12) weeks of age at the time of Vaccination;
- (2) At least thirty (30) days must have elapsed since the initial Vaccination; and
- (3) The time elapsed since the most recent Vaccination has not exceeded the recommended interval for booster Vaccination as established by the manufacturer.

This definition applies only to bite cases in determining cause of action in dealing with the animal.

VACCINATION CERTIFICATE. A document showing that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of the state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal's Owner, all other information required by state law and signed by a licensed veterinarian.

WILD ANIMAL. Any animal not normally considered domesticated, regardless of the state or duration of captivity, that can typically be found in a wild state which, because of its size, vicious nature, potential disease threat, or other natural characteristic(s), would constitute a danger to human life, property or Domestic Animals, or any animal that is restricted from ownership by any international, federal, or state law including, but not limited to, the following animals:

- (1) **REPTILES:** venomous reptiles, crocodiles, alligators, any reptile that typically reaches a total length of greater than six (6) feet and iguanas;

- (2) **BIRDS:** emus, ostriches, or rheas;
- (3) **MAMMALS:** ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, armadillos, kangaroos, wallabies, wallaroos, opossums, beavers, porcupines, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, squirrels, wild rabbits, or non-human primates;
- (4) Any species illegal to own under federal or state law, or any animal in which is, or maybe hereafter, listed as a “high risk “animal in the Texas Rabies Control Act;
- (5) Any hybrid of any animal classified as a wild animal.

WILDLIFE REHABILITATOR. A person holding all current state and federal permits needed to temporarily house allowed native Wild Animal species in his or her possession with the goal of rehabilitating the animal(s) and releasing it back to its natural habitat in accordance with all state and federal laws.

§ 90.02 ESTABLISHMENT OF THE ANIMAL CARE AND CONTROL DEPARTMENT.

(A) There shall be and is hereby created the Department of Animal Care and Control for the City of Mansfield.

(B) The Animal Care and Control Department shall act as the Local Rabies Control Authority for the purposes of Tex. Health and Safety Code Chapter 826, as amended.

(C) The Animal Care and Control Department shall employ Animal Care and Control Officers to assist in the carrying out of the duties under this chapter.

(D) The Animal Care and Control Department and Animal Care and Control Officers shall be assigned to the Regulatory Compliance Department under the authority of the City Manager.

(E) The responsibilities of the Animal Care and Control Department shall be as follows:

- (1) To enforce and see to the enforcement of the provisions of this chapter and other ordinances of the city and state law as they pertain to animals and their management and maintenance.
- (2) Supervise the operations of the Animal Care and Control Department of the city; and
- (3) Render interpretations of this chapter and adopt policies and procedures to clarify the application of its provisions.

§ 90.03 NUMBER OF DOGS AND CATS AT RESIDENCES; MULTIPLE PET PERMITS.

(A) For purposes of this section only, pet shall mean dogs or cats.

(B) Except as provided by this section, no residence in the city shall house more than four dogs or four cats or exceed the combined total of six such pets over the age of eight weeks.

(C) Any person desiring to keep more than four dogs or four cats or exceed the combined total of six such pets over the age of eight weeks at a residence may apply with the Animal Care and Control Department for a multiple pet permit.

(1) Multiple pet permits

- (a) A multiple pet permit is valid for one year starting January 1 until December 31 of the same year.
- (b) Mid-year application for a multiple pet permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a multiple pet permit shall be valid from January 1 until December 31 of the year of issuance.
- (c) The applicant shall pay an annual permit fee at the time of filing the pet permit. The annual permit fee shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time.
- (d) Notice for renewal may be provided by the Animal Care and Control Department by mail to the designated (last known) mailing or email address.

- (e) Failure to renew by January 1 shall forfeit the multiple pet permit.
- (f) A multiple pet permit that has lapsed for failure to renew shall not be reinstated until completion of a new permit application and payment of the permit fee has been received and approved by the Animal Care and Control Department.

(2) The Animal Care and Control Department is authorized to issue a multiple pet permit if the following conditions are met:

- (a) All animals have a current rabies Vaccination, a current city license, and are Microchipped and sterilized;
- (b) An applicant provides on a form prescribed by the Animal Care and Control Department information concerning the maximum number of animals to be kept at any one time at such premises;
- (c) A record search indicates that no enforcement action for violations of this chapter has been necessary within the preceding 12 months;
- (d) An Animal Care and Control Officer inspects the property and interviews the occupants of all immediately adjacent properties; and
- (e) Upon review of the following circumstances, the Animal Care and Control Officer, in their sole discretion, deems it appropriate for housing multiple pets based on criteria including, but not limited to:
 - i. Facilities shall be of sufficient size as to allow each animal to move about freely. Size of the facility shall be in proportion to the size of the individual animal's height and weight.
 - ii. Adequate food, water, and Shelter must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration and protected from the elements.
 - iii. The said premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or to the health of the general public.
 - iv. The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or adjacent animals.
 - v. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities on adjacent premises.
 - vi. All animals must be vaccinated, Microchipped, and sterilized and must wear current tags at all times in accordance with this chapter.

(3) Multiple pet permits are issued only for the current pets residing in the home at the time of permit issuance. Any interchanging of animals in the home shall require reapplication for a multiple pet permit to be issued based on the animals that are now within the home. If an Owner reduces the number of animals in the home to the number allowed to be kept in the City of Mansfield without a multiple pet permit, the current multiple pet permit will be forfeited as it is no longer required.

(4) Fees for the issuance of a multiple pet permit shall be established in the Master Fee Schedule as adopted by the City Council, as amended from time to time.

(5) The Animal Care and Control Department may revoke a multiple pet permit prior to its expiration if:

- (a) The conditions at the premises are no longer reasonably adequate to maintain the number of animals allowed by the permit;
- (b) The Owner fails to comply with conditions, limitations, and restrictions specified in the permit; or

(c) A persistent Nuisance occurs, determined as three or more state law or city ordinance violations, cumulatively, during the term of the permit.

(6) Multiple pet permits must be renewed annually by January 1 each year and each renewal will require the payment of a renewal fee, re-inspection of the premises as outlined in §90.03(C)(2), and approval by the Animal Care and Control Department. Failure to timely renew the permit shall result in forfeiture of the multiple pet permit.

(7) Any person either denied a multiple pet permit, or who has had their permit revoked, may file an appeal as outlined in §90.20(B).

(8) Multiple pet permits are issued for specific Owners of a specific property. Application for a new multiple pet permits will be required if:

(a) The original permit holder moves to a new residence within the city limits and wishes to keep more than four dogs or four cats or exceed a combined total of six such animals over the age of eight weeks on the new property; or

(b) Ownership of the property for which a permit was originally issued changes and the new Owners desire to keep more than four dogs or four cats or exceed a combined total of six such animals over the age of eight weeks.

(9) Multiple pet permits will not be issued for Commercial Breeders or Boarding Kennels or Cattery Facilities.

(D) This section shall not apply to Animal Rescue Organizations or any other tax-exempt non-profit organization founded for the purpose of providing temporary care or humane sanctuary or shelter for abandoned or unwanted animals.

(E) This section shall not apply to animals temporarily in the home for a period not to exceed twenty-one (21) days.”

SECTION 3.

Sections 90.05 through 90.50, of Chapter 90, “Animal Control,” of Title IX, “General Regulations,” of the Code of Mansfield, Texas, are hereby amended to read as follows:

“§ 90.05 ADOPTION OF CATS OR DOGS.

(A) The Animal Care and Control Department shall be authorized to place for adoption dogs or cats impounded by the city.

(B) In determining whether an impounded dog or cat will be placed for adoption, the Animal Care and Control Department shall consider whether a dog or cat is healthy enough for adoption and is of sufficient health and age to be vaccinated. However, such decision by the Animal Care and Control Department shall not constitute a warranty of the health or age of the animal.

(C) The Animal Care and Control Department shall be authorized to place any animal in the temporary custody of an authorized person or Animal Rescue Organization until the animal is deemed ready to be surgically altered, vaccinated, and adopted. The animal remains the property of the City until such time as the animal is returned to the shelter or adopted.

(D) In the event an adopted dog or cat does not have Microchip Identification, as determined by the Animal Care and Control Department, the adopting person shall be required to pay for a Microchip Implantation at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time.

(a) Upon payment of the Microchip fee, the dog or cat will be provided Microchip Implantation by the Animal Care and Control Department.

(b) Each Microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's Owner. The Microchip Implant shall be supplied with an exterior Collar type tag for purposes of an external means of recognition that the animal has been implanted with a Microchip.

(E) An adoption fee for all dogs and cats shall be set at an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time. Adoption fees may be reduced or waived as determined and at the sole discretion of the Animal Care and Control Department.

(F) Requirements for adoption of dog or cat age 16 weeks or older.

(1) *Vaccination fee.*

(a) In the event a dog or cat age 16 weeks or older is adopted and is not vaccinated, a fee shall be paid for the issuance of a rabies Vaccination voucher. The Vaccination fee shall be in an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time. Within ten (10) days of receipt of the Vaccination voucher, the adopting person shall present to any licensed veterinarian the Vaccination voucher and ensure successful Vaccination against rabies of the adopted dog or cat and provide proof of such Vaccination to the Animal Care and Control Department. The veterinarian shall present the voucher with a statement verifying the Vaccination to the Animal Care and Control Department for receipt of the prepaid fee or the veterinarian's fee for administering the Vaccination, whichever is less.

(b) An adopting person commits an offense if after adopting a dog or cat 16 weeks of age or older he fails to obtain a rabies Vaccination for such animal within ten (10) days of the adoption date.

(c) It shall be presumed that the adopting person failed to have the animal vaccinated if, within ten (10) days of the adoption date, he has not presented the Animal Care and Control Department with proof of the Vaccination. Such proof shall be in the form of a receipt from the veterinarian who administered the Vaccination.

(d) Any person adopting an animal understands that ownership of the adopted Animal is contingent on completing the requirements of this section and failure to do so shall revert ownership of said Animal back to the city. In the event the requirements of this section are not completed as described, the Animal Care and Control Department shall be authorized to seize and impound any dog or cat adopted under this subsection (F) if the Vaccination is not obtained within the required time, as described in subsection (a) above. In such case, there shall be no refund of the adoption fee, and ownership of the animal shall revert back to the city, and the city shall be deemed the Owner.

(2) *License fee.* In the event the adopted dog or cat age 16 weeks or older is not licensed, the adopting person shall present to the Animal Care and Control Department the license fee established in the Master Fee Schedule as adopted by the City Council, as amended from time to time.

(G) Requirements for adoption of a dog or cat under 16 weeks of age.

(1) *Vaccination fee.*

(a) In the event the dog or cat to be adopted is under 16 weeks of age, the Vaccination will not be required until the animal is 16 weeks of age. A fee in an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time shall be paid for the issuance of a rabies Vaccination voucher. Within ten (10) days of the animal turning 16 weeks of age, the adopting person shall present to any licensed veterinarian the Vaccination voucher and ensure successful Vaccination against rabies of the adopted dog or cat and provide proof of such

Vaccination to the Animal Care and Control Department. The veterinarian shall present the certificate with a statement verifying the Vaccination to the Animal Care and Control Department for receipt of the prepaid fee or the veterinarian's fee for administering the Vaccination, whichever is less.

(b) A person who adopts a dog or cat under this subsection (G) commits an offense if he fails to obtain a rabies Vaccination for such animal within the age limits required in this subsection (G).

(c) It shall be presumed that the person failed to have the animal vaccinated when it turned 16 weeks of age, if within ten (10) days of the animal turning 16 weeks of age, the Owner has not presented proof of Vaccination to the Animal Care and Control Department. Proof shall be in the form of a receipt from the licensed veterinarian who administered the vaccine.

(d) The Animal Care and Control Department shall be authorized to impound the adopted dog or cat under this subsection (G) if the Vaccination is not obtained within the time required by subsection (a) above. In such case there shall be no refund of the adoption fee, and ownership of the animal shall revert to the city.

(2) *License fee.*

(a) Within ten (10) days after a dog or cat, which was under 16 weeks old when adopted, is vaccinated against rabies, the adopting person shall furnish to the Animal Care and Control Department the original adoption receipt and proof of Vaccination to receive the city license.

(b) The adopting person shall pay the Animal Care and Control Department the license fee as established in the Master Fee Schedule adopted by the City Council, as amended from time to time, at the time the person receives the city license.

(H) *Sterilization.*

(1) *Written agreement.* A person adopting a dog or cat that has not been sterilized shall sign a written agreement that they will have the animal sterilized:

(a) Within thirty (30) days after adoption if the dog or cat is an adult; or

(b) Within thirty (30) days after a specified date determined by the Animal Care and Control Department. Said specified date is to be the date, as estimated by the Animal Care and Control Department, an adopted infant female dog or cat becomes six months old or an adopted infant male dog or cat becomes eight months old.

(2) *Fee.*

(a) A person adopting an unsterilized animal shall pay the Animal Care and Control Department a sterilization fee. The fee shall be in an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time, and shall receive a spaying or neutering voucher stating the date by which the animal must be sterilized.

(b) Before the sterilization date, the adopting person shall present the voucher to a licensed veterinarian who shall perform the sterilization of the adopted animal.

(c) The veterinarian shall present a spaying or neutering voucher to the Animal Care and Control Department along with a statement verifying that the animal was sterilized, for receipt of the prepaid fee or the veterinarian's fee, whichever is less.

(3) *Offense.*

(a) A person who signs a sterilization agreement commits an offense if he fails to have the animal sterilized on or before the sterilization completion date stated in the agreement, unless the adopting person provides information to the Animal Care and Control Department as set out by subsection (H)(4), below.

(b) If the sterilization date falls on a Saturday, Sunday or legal holiday, the deadline is extended to the first day that is not a Saturday, Sunday or legal holiday.

(c) The Animal Care and Control Department may extend the sterilization deadline for thirty (30) days upon presentation by the adopting person of a written report by a licensed veterinarian stating that the life or health of the adopted animal may be jeopardized by surgery. There is no limit to the number of extensions that may be granted under this subdivision (H).

(4) *Confirmation of sterilization.*

(a) A person who signs a sterilization agreement shall deliver to the Animal Care and Control Department a letter signed by the veterinarian who performed the surgery. The letter shall be delivered in person or by mail not later than the seventh (7th) day after the date on which the animal was sterilized. The letter shall state that the animal has been sterilized, briefly describe the animal and provide the date of sterilization.

(b) If an adopted animal dies on or before the sterilization completion date, the adopting person shall deliver to the Animal Care and Control Department a signed letter stating that the animal is dead. The letter shall be delivered not later than ten (10) days after the date of the animal's death, and shall describe the cause of death if known and provide the date of death. This letter shall be in lieu of the letter required in division (H)(4)(a) of this section.

(c) If an adopted animal is lost or stolen before the sterilization date, the adopting person shall deliver to the Animal Care and Control Department a signed letter stating that the animal is lost or stolen. The letter shall be delivered not later than ten (10) days after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the approximate date of disappearance. This letter shall be in lieu of the letter required in division (H)(4)(a) of this section.

(5) *Prosecution.*

(a) If the Animal Care and Control Department does not receive a letter under division (H)(4) of this section before the expiration of the seventh (7th) day after the sterilization completion date, the Animal Care and Control Department shall file a complaint against the adopting person in the Mansfield Municipal Court.

(b) In a prosecution of a person for failing to sterilize an adopted animal by the sterilization completion date, it shall be presumed that the failure of such person to deliver to the Animal Care and Control Department a letter required by division (G)(4) of this section is the result of the person's refusal to have the adopted animal sterilized. The person may rebut this presumption at trial with the proof required by division (G)(4) of this section.

(6) *Reclamation of animal.*

The Animal Care and Control Department may reclaim an adopted animal after the expiration of the seventh (7th) day after the sterilization completion date, if the Animal Care and Control Department has not received a letter as outlined in division (G)(4) of this section. In such case there shall be no refund of the adoption fee, and ownership of the animal shall revert to the city.

§ 90.06 LIVESTOCK AND LIVESTOCK PERMITS.

(A) Permits will only be issued by the Animal Care and Control Department for Livestock that are kept in conformance with the regulations in this chapter.

(B) It shall be unlawful and illegal for any person owning or having control over any Livestock to allow the same to be At-Large unattended on any public property, on any public right-of-way, or on the property of another without the consent of such other person.

(C) It shall be unlawful and illegal for any person owning or having control over any Livestock to keep said Livestock within the corporate limits of the City of Mansfield, regardless of whether Livestock are kept for personal use or for commercial purposes, unless a Livestock permit has been obtained from the Animal Care and Control Department as designated within this chapter. (D) In order to obtain a Livestock permit, an Owner of Livestock shall complete an application on a form prescribed by the Animal Care and Control Department, registering their property with the City and describing the type of Livestock and the number of Livestock which shall live thereon. In completing the Livestock application, the Owner of Livestock shall be required to pay a one-time permit application fee. The fee shall be set at an amount established in the Master Fee Schedule as adopted by the City Council, and as amended from time to time. A Livestock permit is valid for one year starting January 1 until December 31 of the same year. Mid-year application for a Livestock permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a Livestock permit shall be valid from January 1 to December 31 of the year of issuance.

(E) All Livestock permits shall be renewed on an annual basis. The permit renewal shall be on a form prescribed by the Animal Care and Control Department, and shall be filed with the Animal Care and Control Department by January 1 each year. Current Livestock permit holders shall not be required to pay a permit renewal fee provided they have complied with the filing requirements under this subsection. Notice for renewal may be provided to the permit holder by the Animal Care and Control Department by mail to the designated (last known) mailing or email address, as provided in the previous years' Livestock permit application. Failure to renew the Livestock permit by January 1 shall result in citation. A Livestock permit that has lapsed for failure to renew will be reinstated upon completion of a new permit application and payment of the permit application fee.

(F) Livestock permit holders may receive penalties as permitted within this Chapter for any of the following reasons:

- (1) Animal cruelty or neglect as defined in Tex. Penal Code § 42.09.
- (2) More than three violations of Livestock At-Large within a calendar year.
- (3) Failure to obtain a livestock permit within fifteen (15) calendar days of placing Livestock on property within the city.

§ 90.07 POTBELLIED PIGS.

(A) The keeping of Potbellied Pigs on any property within the City of Mansfield must comply with the regulations of the Zoning Ordinance.

(B) It shall be unlawful for any person to keep, Harbor or raise more than two Potbellied Pigs on any one tract or lot within the city.

(C) It shall be unlawful for any person to breed, sell, give away, or release a Potbellied Pig in any location within the city.

(D) It shall be unlawful for any person to keep a Potbellied Pig outdoors other than at those times necessary for the elimination of waste materials, eating, or exercise, and no Potbellied Pig may be outside more than two hours during a 24-hour period. All outdoor areas must be kept clean and free of excess waste material.

(E) Potbellied Pigs are subject to all applicable sections of this chapter including the requirements of this chapter which address animals At-Large, Nuisances, permitting, impoundment, enforcement, care and humane treatment, rabies and quarantine, and penalties.

(F) It shall be unlawful for any person to keep a Potbellied Pig at any location within the city unless such person has first paid an annual permit fee and filed a permit application with the Animal Care and Control Department. The annual permit fee shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time. A Potbellied Pig permit is valid for one year starting January 1 until December 31 of the same year. Mid-year application for a Potbellied Pig permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a Potbellied Pig permit shall be valid from January 1 to December 31 of the year of issuance. Each permit application must include the following:

- (1) Name, street address and phone number of the Owner;
- (2) Evidence that the animal has been spayed or neutered;
- (3) Name and description of the animal;
- (4) Approximate weight, height and age of the animal; and
- (5) Animal's general health.

(G) All Potbellied Pig permits shall be renewed on an annual basis. The permit renewal shall be on a form prescribed by the Animal Care and Control Division, and shall be filed by January 1 each year. Potbellied Pig Owners shall not be required to pay a permit renewal fee. Notice for renewal may be provided by the Animal Care and Control Department by mail to the designated (last known) mailing or email address. Failure to renew shall forfeit the Potbellied Pig permit. A Potbellied Pig permit that has lapsed for failure to renew will be reinstated upon completion of a new permit application and payment of the permit application fee.

§ 90.08 KEEPING OF FOWL.

(A) The keeping of Domestic Fowl on any residential properties shall meet the following conditions:

(1) For any lot size, if the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is less than fifty (50) feet, no fowl may be kept on the property.

(2) For any lot size, if the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is fifty (50) feet or greater but less than seventy (70) feet, no more than six (6) Domestic Fowl shall be kept.

(3) For properties in which the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is seventy (70) feet or greater:

- (a) If the property is less than one half (1/2) acre, no more than ten (10) Domestic Fowl shall be kept.
- (b) If the property is greater than one half (1/2) acre but less than three quarters (3/4) of an acre, no more than fifteen (15) Domestic Fowl shall be kept.
- (c) If the property is greater than three quarters (3/4) of an acre but less than one (1) acre, no more than eighteen (18) Domestic Fowl may be kept.
- (d) If the property is greater than one (1) acre, no more than twenty-five (25) Domestic Fowl may be kept.

(B) A person commits an offense if the person:

(1) Fails to keep any duck, goose, or swan from being At-Large; however, all ducks, geese, or swans found within the parks of the city are hereby exempted.

(2) Fails to keep any Domestic Fowl contained within a Coop or Exercise Yard at any time, except:

- (a) When being removed to be transported to, or returned from, a location off the property; or,
 - (b) During daylight hours when they are under the direct supervision of an adult, provided that they are enclosed within a perimeter fence at a height which would prevent them from becoming At-Large; or,
 - (c) When being temporarily confined in a garage or indoor space during periods of extreme weather or brooding.
- (3) Constructs or maintains a Coop or Exercise Yard that fails to comply with the requirements of this chapter and all zoning requirements for accessory buildings.
- (4) Keeps or maintains roosters except within a Poultry Farm; and
 - (5) Keeps or maintains fowl within 100 feet of any private water well.
- (C) In connection with all of the above, the premises and facilities used for the keeping of Domestic Fowl authorized to be kept under any of the provisions of this section must be kept in such a manner so as not to endanger the public health, safety or welfare of others, or become a public Nuisance. This shall include:
- (1) Hay, grain, feed, and all other food sources shall be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;
 - (2) Manure and soiled bedding material shall be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents or insects;
 - (3) Food scraps, kitchen scraps, or other perishable food items shall not be fed on the ground or in any container other than an impervious container or on an impervious platform; and,
 - (4) Domestic Fowl meat byproducts may not be sold or offered to be sold.
- (D) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of Domestic Fowl on such property.

§ 90.09 ANIMALS AT-LARGE.

- (A) A person commits an offense if the person fails to keep an animal the person owns from being At-Large or fails to keep an animal under restraint in a securely enclosed or confined area and in a manner that will isolate the animal from the public.
- (B) It is an exception to division (A) of this section that the animal was a Police Animal under the supervision of a peace officer in the performance of his official duties.
- (C) Each animal in violation of this section constitutes a separate offense.

§ 90.10 WILD ANIMALS.

- (A) It shall be unlawful to keep any Wild Animal inside the city.
- (B) It shall be an exception that a Wild Animal may be kept within the city only during the time a performing animal exhibition or circus is performing for a maximum of thirty (30) days, and the Wild Animal must be under the care and control of a bona fide performing animal exhibition or circus.

§ 90.11 SLAUGHTERING OF ANIMALS.

- (A) The slaughter or butcher of an animal or fowl must not be in public view.
- (B) To prevent odor and attraction of scavengers or pests, all waste material produced from the slaughter or butcher of animals, fish or fowl (blood, hide, pelt, skin, feathers, entrails, scales, bones,

feet, head, carcass, etc.) must be placed in sealable containers or double bagged in plastic bags of sufficient size and strength to contain the waste material.

(C) Waste material from the slaughter or butchering of animals, fish or fowl shall not be stored in public view and shall be disposed of per city ordinance.

(D) No animals shall be slaughtered for any purpose other than as food for personal consumption.

(E) It shall be unlawful to haul, carry, or transport any slaughtered or dead animals or meat on, along, or upon any street, alley, highway, park, or other public grounds within the corporate limits of the city without having the same covered and protected from public view and screened from insects, germs, and dust.

§ 90.13 NUISANCES.

(A) The following actions are considered to be a Nuisance and shall be unlawful:

(1) No female animal in heat shall be allowed upon any street, avenue, highway, alley, sidewalk, parkway, park or other public place within the city, unless such animal is under the control of the Owner or any other person, either by leash, cord, chain or otherwise, and only for the minimal amount of time necessary for female animal to defecate or urinate. Should female animal create or cause a Nuisance as described in any other division of this section, the person in control of the female animal shall be found to be in violation of division (B) of this section.

(2) Animal Noise Nuisances

(a) Barking dog means a dog that barks, bays, cries, howls or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking for 30 minutes or more in any 24-hour period, or intermittent barking for 60 minutes or more during any 24-hour period.

i. Exception: A dog shall not be deemed a “barking dog” for purposes of this article if, at any time the dog is barking, due to a person trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being provoked.

(b) Any animal, other than a dog or Livestock animal, creates a Nuisance when it makes a noise which emanates from the animal and such noise occurs for an extended period of time to the disturbance of any person at any time of day or night. Such extended period of time shall consist of incessant noise for 30 minutes or more in any 24-hour period, or intermittent noise that accumulates to a total of 60 minutes or more during any 24-hour period.

(c) Responsible person for a violation of this section includes:

i. A person who allows a barking dog or animal Nuisance violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog or Nuisance animal;

ii. A person whose agent, employee, or independent contractor allows a barking dog or animal Nuisance violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog or Nuisance animal; and

iii. A person who is the Owner of, and a person who is a lessee or sub-lessee with the current right of possession of, real property in or upon which a barking dog or Nuisance animal violation occurs.

(3) The keeping of any non-Livestock animal in such a manner so to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive

odors, or are considered to be a hazard to any other animal or human being; or by continued presence on the premises of another is prohibited.

(4) All non-Livestock animal enclosures in which any animal may be kept or confined which, from use, have become offensive to a person of ordinary sensibilities are prohibited.

(5) It shall be unlawful for any person in the city to cause to be placed or place on the premises of any other person, or in any of the streets or other public ways, a dead animal, either wild or domesticated, or any dead fowl, either wild or domesticated, or allow to remain on his or her premises a dead animal, either wild or domesticated.

(6) An animal Owner shall not allow or cause to be allowed their animal to walk along public property without a hand held leash restraint under the Direct Physical Control of a capable person, and shall not guide or take animals onto the yards or driveways of properties not owned, leased, or occupied by the animal Owner for the purpose of allowing the animal to defecate, but shall keep the animal in the public right-of-way, and shall carry a container and implement for the sanitary removal of the animal's fecal matter from the public sidewalk and public right-of-way adjacent to any property with a structure or other improvements thereon. If the animal(s) does defecate on someone else property that is not owned by the Owner, the Owner must pick up the feces immediately.

(B) It is unlawful to create or allow a Nuisance as defined herein. Any person who creates or allows a Nuisance is deemed guilty of a misdemeanor and, upon conviction, is subject to a fine, as authorized by other sections of this chapter and references to the Code of Ordinances of the city.

(C) A continuing public Nuisance in this section is defined as an irresponsible action of ownership or control of an animal(s) that endangers the public health, public safety or public welfare; an action that offends the public morals; or an action that endangers life or health, gives unreasonable offense to the senses, or obstructs the reasonable and comfortable use of another's property. If the Animal Care and Control Department determines that a continuing public Nuisance exists, one which is detrimental to the public health, safety, and welfare and one which continues unabated despite enforcement efforts, the Animal Care and Control Department may take action to abate such Nuisance.

(1) If the Animal Care and Control Department determines that such public Nuisance exists unabated, the Animal Care and Control Department may determine that a continuing public Nuisance exists. The Animal Care and Control Department may investigate any report of perceived Nuisance, and may interview witnesses as the manager may determine necessary. The Animal Care and Control Department shall make a disposition determination based on the necessity to preserve the public health, safety, and welfare of the community. This determination shall be one of the following:

- (a) Impoundment of the animal(s) that is the source of the continuing public Nuisance and the adoption of the animal(s), except that the Owner, his/her agents or representatives, or family members may not adopt the animals adjudged a continuing public Nuisance;
- (b) Impoundment and humane euthanasia of the animal(s) that is the source of the continuing public Nuisance; or
- (c) Removal of an animal(s) determined to be a continuing public Nuisance from the city.

(2) Upon determination, the Animal Care and Control Department shall notify the animal Owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal, as outlined in Section 90.20(B).

(3) Notice shall be mailed certified mail, return receipt requested, to last known mailing address of the Owner or person in control of the animal(s), or delivered in person.

(4) An Owner or person in control of the animal(s), not later than fifteen (15) calendar days after the date such person is notified that an animal(s) is a continuing public Nuisance, may appeal the determination of the Animal Care and Control Department to the Municipal Court.

(5) The Owner or person in control of the animal(s) determined to be a continuing public Nuisance shall remove such animal(s) from the city within fifteen (15) calendar days of such notification by the Animal Care and Control Department or within 48 hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense.

(6) If the Owner or person in control of such animal(s) fails to remove such animal(s) as provided for by the order of the Animal Care and Control Department or the court, such animals may be impounded and put up for adoption or humanely Euthanized.

(7) The Owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) that is outside the city limits of Mansfield to the Animal Care and Control Department in writing within fifteen (15) calendar days after the expiration date for removal of such animal(s) from the city. Each day thereafter that such information is not provided shall constitute a separate offense.

(8) The Animal Care and Control Department shall be authorized, after due process, to obtain an administrative search warrant for the purpose of enforcing this section.

§ 90.14 FEEDING OF WILD, STRAY, OR FERAL ANIMALS PROHIBITED

(A) It shall be unlawful for any person to feed Wild Animals, Stray animals or Feral animals, regardless of age, sex or temperament. It shall also be unlawful for any person to place food of any kind with the intent to feed Wild, Stray, or Feral animals or to leave, store or maintain food of any kind in a manner or area accessible to Wild, Stray, or Feral animals including:

- (1) On any vacant or undeveloped property or tract of land in any zoning district;
- (2) On property not owned or occupied by the person feeding or attempting to feed a Wild Animal, Stray animal, or Feral animal; and

(B) On any fenced or unfenced property, even if owned or occupied by the person feeding or attempting to feed said Wild Animals, Stray animal, or Feral animal. This section shall not apply to:

(1) Animal Care and Control Officers or police officers for the City of Mansfield during the course of their official duties or a person caring for an infant or injured Wild Animal that is not capable of surviving on its own and said person possesses a valid Texas State Parks and Wildlife Rehabilitation Permit and said Wild Animal is kept in a secure manner and in accordance with all other city ordinances and state laws;

(2) Birdfeeders used for the sole purpose of feeding wild birds within the boundaries of a person's owned or occupied property, or the feeding of water fowl within Mansfield city parks; and

(3) Any person who is using food as an attractant to live trap a Wild Animal, a Stray or Feral animal in a legally authorized or permitted manner.

(C) If upon investigation, an Animal Care and Control Officer or police officer for the City of Mansfield determines that a person is in violation of this section, the Animal Care and Control Officer or police officer at their discretion may issue a warning or citation and time frame for compliance to said person.

§ 90.15 HUMANE TRAPPING.

- (A) A person trapping Nuisance wildlife, including Feral cats, shall have a Humane Trap agreement in place with the Animal Care and Control Department, even if the Humane Trap is privately owned. The Humane Trapping agreement must be completed and returned to Animal Care and Control Department before trapping begins and may be delivered by email, online, or in person to the Animal Care and Control Department., Such agreement shall be considered executed after receipt and confirmation by the Animal Care and Control Department.
- (B) Humane Trapping is not permitted for wildlife that is behaving normally or which does not present a danger to public health. Seeing wildlife or smelling skunks shall not be considered a Nuisance. Wildlife that has burrowed into homes, foundations, crawl spaces, attics, under sheds, or other areas of a dwelling shall be considered a Nuisance.
- (C) Humane Traps shall only be allowed from Sunday through Thursday between the hours of 9:00 p.m. and 8:00 a.m. Humane Traps may be set between Monday through Friday between the hours of 8:00 a.m. to 4:00 p.m. provided the individual that is trapping is checking the trap every hour. Traps are only serviced by the Animal Care and Control Department Monday through Friday from 8:00 a.m. to 4:30 p.m.
- (D) Humane Traps shall not be set on Saturdays, holidays, or days immediately preceding holidays, during Inclement Weather, when ambient outside air temperature measures above 90 degrees Fahrenheit, or when ambient outside air temperature measures below 35 degrees Fahrenheit.
- (E) Humane care shall be provided for any trapped animals, including the provision of food, water and protection from Inclement Weather.
- (F) The Animal Care and Control Department may lend Humane Traps for a period of not more than seven (7) days. Humane Traps shall be lent out in person at the Animal Care and Control Department. The person who is trapping must come to the Office of the Animal Care and Control Department to complete a Humane Trapping agreement and be provided a Humane Trap. No deposit is required to borrow a Humane Trap, but said trap must be returned on the date specified or the recipient of the Humane Trap shall be subject to prosecution under the State of Texas Penal Code Section 31.03- Theft, which is classified as a Class "C" misdemeanor and punishable by a fine not to exceed five hundred (\$500) dollars.
- (G) Individuals are not allowed to release any animal from a Humane Trap unless approved by an Animal Care and Control Officer or any other staff under the Animal Care and Control Department.
- (H) A person is only allowed to humanely trap on their own private property. Individuals are not allowed to trap on public property or property they do not own. In the event any animal traps are discovered on public property, said traps shall be declared to be abandoned, and the Animal Care and Control Department are hereby authorized and directed to seize any such trap and process the same as abandoned property in accordance with the applicable provisions of state law and city procedures.
- (I) A person who is humanely trapping shall call Animal Care and Control Department promptly if an animal is in a Humane Trap. Notification may be in the form of a voicemail or by telephone call to the Animal Care and Control department. Notification shall include the person's full name, address, phone number, type of animal caught, and where the Humane Trap is located. Such information is provided to allow an Animal Care and Control Officer to retrieve the trapped animal.
- (J) The use of steel jaw, leg hold, snare traps or any other inhumane trap shall be prohibited.

(K) The use of any poisonous or toxic substance inside a Humane Trap as bait, lure, or attractant to entice an animal to enter such Humane Trap shall be prohibited.

(L) Any high-risk rabies animal, including any living species of fox, skunk, bat, coyote or raccoon, cannot be transported under any circumstances. Those exempt from this restriction, per Texas state law, shall be the following: peace officers; individuals hired or contracted by state or federal agencies or local government; employees of zoos or other institutions accredited by the American Association of Zoological Parks and Aquariums; educators permitted by the Texas Parks and Wildlife Department for educational display; rehabilitators permitted by the Texas Parks and Wildlife Department; or pest management professionals licensed by the Texas Department of Agriculture. If an exempt person transports such animals for release, the animals must be released within a ten-mile radius or within ten miles of the City limits of where they were originally captured, and the release must be within the county in which they were originally captured.

(M) Any person who utilizes any Humane Trap on any property within the City limits shall be deemed responsible for the health, safety, and welfare of the trapped animal concerning shade, Shelter, prevention of injury by insects, and access to adequate food and water. If an Animal Care and Control Officer observes any misuse of a live trap, including harm or death of a trapped animal, the Animal Care and Control Officer may: recover the trap (if loaned out from the City); issue a citation to the person for violation of this section or Section 90.25; or initiate an animal cruelty investigation against the person.

(N) This shall not apply to traps designed to kill common rodents, including but not limited to rats, mice and gophers. A person shall not place rodent traps on the person's property in such a manner that is likely to trap animals other than common rodents. A person must also provide proof that said trap was designed or used for common rodents only.

(O) Animal Care and Control staff and any sworn peace officer for the city is exempt from this section.

§ 90.20 APPEALING ACO DETERMINATIONS, ORDERS, AND PERMIT DENIALS AND REVOCATIONS.

(A) Upon the written appeal by an Owner whose animal has been seized, ordered to be removed from the city, been denied a permit required in this chapter, had a permit required by this chapter revoked, or had restrictions placed upon the keeping of an animal, the municipal court shall set a time for a hearing to determine the appropriateness of any decision. The hearing must be held not later than ten (10) business days after the date on which the decision was issued, unless agreed to by all parties.

(B) Appeal and Hearing Process

(1) The Owner may appeal a decision in writing not later than fifteen (15) calendar days after the decision made by the Animal Care and Control Department or an Animal Care and Control Officer.

(2) The hearing must be requested with the Animal Care and Control Manager.

(3) The municipal court shall give written notice of the time and place of the hearing to:

(a) All involved department staff, Police Officer, and any other city staff deemed appropriate to receive such notification;

(b) The Owner of the animal, or the person from whom the animal was seized or received the order to remove said animal from the city; and

(c) The person who made the complaint, if there is one.

(4) Any interested party, including the City Attorney, is entitled to present evidence at the hearing.

§ 90.21 PROMOTIONAL DISPLAYS; DYEING PROHIBITED

(A) It shall be unlawful for any person to sell, offer for sale, barter, or give away as toys, premiums or novelties, baby chickens, ducklings, or other fowl under three weeks old, or rabbits under eight weeks old, unless the manner or method of display is first approved by the Animal Care and Control Department.

(B) It shall be unlawful to color, dye, stain, or otherwise change the natural color of any chickens, ducklings, other fowl, or rabbits, or to possess for the purpose of sale or to be given away, any of the above-mentioned animals which have been so colored.

(C) (1) It shall be unlawful for any person to sell, exchange, trade, barter, lease, give away, or display for a commercial purpose, any live animal on any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, garage sale, flea market, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized, or any property to which the public has access that does not have a valid business license allowing the sale of animals on the property.

(2) It shall be unlawful for any person to receive any live animal through sale, exchange, trade, barter, lease, rent, or give away from any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, garage sale, flea market, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized, or any property to which the public has access that does not have a valid business license allowing the sale of animals on the property.

(3) This section shall not apply to Animal Rescue Organizations or any other tax-exempt non-profit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals.

(4) Officers in the city's Regulatory Compliance Department and Public Safety Departments are authorized to investigate alleged violations of this section and to issue citations for such violations.

§ 90.22 LICENSE, VACCINATION AND MICROCHIP REQUIREMENTS.

(A) A person commits an offense if the person owns any dog or cat over 16 weeks of age without having such dog or cat currently vaccinated against rabies. The same animal must receive a booster within the 12-month interval following the animal's initial Vaccination and must be revaccinated against rabies at the recommended interval for booster Vaccination as established by the vaccine manufacturer.

(B) A person commits an offense if the person owns any dog or cat over 16 weeks of age without having such dog or cat currently licensed with the city. The animal license will be valid from January 1 until December 31 of each given year. City licenses issued mid-year shall be valid from the time of issuance until December 31 of the same year. The color of the city license will change from year to year for easy visual recognition. This subsection does not apply to animals temporarily within the city for a period not to exceed fourteen (14) consecutive days. Dogs temporarily in the city will not be allowed access to the Man's Best Field Dog Park unless a city license is obtained.

(C) A person who owns a dog or cat commits an offense if the person fails to display on such dog or cat both a current rabies Vaccination tag furnished by a veterinarian and a current license tag furnished by the city.

(D) A person who owns a dog or cat commits an offense if the person displays on such dog or cat a rabies or license tag issued to another animal.

(E) A person who owns any dog or cat over 16 weeks of age shall have such dog or cat Microchipped, or any existing Microchip verified by the Animal Care and Control Department. A dog or cat with a Microchip registered with a national Microchip database shall receive a discount from the annual license fee.

(F) The Animal Care and Control Department may revoke or deny the license of a cat or dog issued to any person who has been convicted in any duly authorized court of jurisdiction in the state, or resides with any person so convicted of any of the following:

(1) Cruelty to animals as defined in the Tex. Penal Code § 42.09, inhumane treatment, or negligence to an animal; or

(2) Conviction of four or more separate and distinct violations of an animal control ordinance of a municipality in the state within any 12-month period.

(G) A person denied such a license may appeal the refusal as set out in §90.20(B).

(H) Each animal in violation of this section constitutes a separate offense.

§ 90.23 IMPOUNDMENT; FEES.

(A) The City Manager shall select and establish a place for impounding all animals impounded under any provision of this chapter.

(B) Animals that may be impounded are as follows:

(1) Cats and dogs not exhibiting evidence of being vaccinated as described in §90.22 or licensed as described in §90.22.

(2) Any animal kept under conditions that could endanger the public health or public safety.

(3) Any animal that creates a Nuisance, as defined in § 90.13.

(4) Any animal running At-Large, as provided in §90.09.

(5) A dog or cat that has rabies or symptoms thereof, or that a person could suspect as having rabies, or that bites or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being.

(6) A dog or cat that is suspected of having inflicted Bodily Injury on any human being or animal, or poses a threat to public safety.

(7) Any dog or cat whose license has been revoked, or Livestock that has had its permit revoked.

(8) Any animal in violation of any provisions of this chapter.

(C) Reasonable effort shall be made by the Animal Care and Control Officer to contact the Owner of any animal impounded that is wearing a current Vaccination tag or city license tag; however, final responsibility for location of an impounded animal is that of the Owner.

(D)(1) The Owner can resume possession of any impounded animal upon payment of impoundment fees, handling fees, and any veterinary bills incurred by animal control for the welfare of the animal, and upon compliance with the Vaccination and licensing provisions of this code except where prohibited in divisions (D)(2) and (D)(3) below and all other provisions of this chapter.

(2) Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by a court of competent jurisdiction.

(3) If any animal is being held under Quarantine or observation for rabies, the Owner shall not be entitled to possession until it has been released from Quarantine.

(E) (1) The city shall have the right, at the city's discretion, to provide necessary Vaccinations or other veterinary care, including humane euthanasia in the event of suffering during an animal's stray hold period, to an impounded animal immediately upon intake at the shelter. After the

expiration of any required holding period, the animal shall be considered abandoned, all ownership rights shall be transferred to the city, the city shall become the Owner of the animal in question, and the city may dispose of the animal as it deems appropriate, including humane euthanasia.

(2) Any animal shall remain impounded for 72 hours, except that any animal wearing a current rabies Vaccination tag and any animal that is Microchipped shall be impounded for not less than six (6) days and any animal wearing a city license tag shall be impounded for not less than fifteen (15) days. If an animal is not reclaimed by the Owner after the applicable waiting period, all ownership rights for the animal shall transfer to the city, and the city may dispose of the animal as it deems appropriate, including humane euthanasia.

(3) Any impounded Feral or unmanageable animal, unless there is reason to believe that it has an Owner, may be immediately disposed of as may be deemed appropriate by the Animal Care and Control Department for the safety of staff caring for the animal during the impoundment period.

(4) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately Euthanized to prevent further suffering.

(5) An Owner who no longer wishes responsibility of an animal, or believes the animal to be in an ill or injured condition, may sign an Owner Surrender Form. Upon the signing of the Owner Surrender Form, all ownership rights for the animal shall transfer to the city, and the city may immediately dispose of the animal as it deems appropriate. Animals that have bitten a human will have final disposition determined after the rabies quarantine period has passed or a rabies shipment has been completed.

(6) Any impounded animal with no form of Identification to contact the Owner that appears to be suffering from extreme injury or illness may be Euthanized or given to a non-profit Animal Rescue Organization for the purpose of immediate veterinary medical care, as determined by the Animal Care and Control Department. The ownership rights of such animal shall be transferred to the City and the City shall become the Owner.

(7) After the expiration of any required impoundment period or immediately after being voluntarily released by its Owner, the animal shall become the property of the city, all ownership rights for the animal shall transfer to the city, and the department may dispose of the animal by any of the following methods: adoption, transfer to another agency, reclamation, or humane euthanasia.

§ 90.24 ENFORCEMENT.

(A) Enforcement of this chapter shall be the responsibility of the Animal Care and Control Department, and Regulatory Compliance Department. In the absence of an Animal Care and Control Officer, any department or official designated by the City Manager shall have enforcement responsibilities and authority.

(B) Enforcement may be by the filing of a criminal complaint in the municipal court, by civil proceedings to enjoin Nuisances or violations, any other manner authorized by law, or any combination thereof.

(C) Animal Care and Control Officers shall have the authority to issue citations for any violations of this chapter.

(D) If the person being cited is not present, the Animal Care and Control Officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, and they may be summoned to court in accordance with applicable law.

(E) It shall be unlawful for any person being issued a citation to municipal court or any civil proceeding to intentionally or knowingly fail to give an Animal Care and Control Officer their true name and address to impact their ability to appear in accordance with the terms of issuance of a citation or civil process issued by the Animal Care and Control Department, its officers, or any authorized _____ designee _____ by _____ the _____ City.

(F) It shall be unlawful for any person to interfere with an Animal Care and Control Officer in the performance of duties. A person interferes with an Animal Care and Control Officer if the person:

(1) Releases or causes an animal to be released after an Animal Care and Control Officer has impounded the animal; or

(2) Physically constrains the movement of an Animal Care and Control Officer or the officer's vehicle or equipment by:

(a) Placing any part of the person or person's property in the way of the Animal Care and Control Officer's progress in the performance of the officer's duties; or

(b) Taking or moving an officer's equipment which causes a time delay in the officer's ability to use the equipment.

(3) No person shall remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the Animal Care and Control Department.

§ 90.25 CARE AND HUMANE TREATMENT OF ANIMALS.

(A) An Owner commits an offense if the Owner fails to provide the following for each animal under his or her care:

(1) Sufficient and necessary food to maintain the animal in a state of good health;

(2) Clean and wholesome water served to the animal in a clean container and available to the animal at all times. Breeding of flies, mosquitos, or other insects or the growth of plant matter in any water troughs, bowls, tanks or other containers is prohibited if it effects the health of the animal;

(3) Adequate shelter which shall allow the animal to remain dry and protected from the elements at all times and which shall provide either natural or artificial shade for the animal to avoid direct sunlight. If the Shelter is provided by enclosure, the enclosure shall allow for adequate ventilation. The floor must be constructed in a solid manner that protects the animal's feet and legs from injury;

(4) Treatment for an obvious or diagnosed illness, injury, or communicable illness transmittable to animal or human by a licensed veterinarian; or, failing to follow a proper treatment regime for the injury or illness;

(5) Basic Grooming for an animal so that it is not a detriment to the health of the animal;

(6) Treatment for infestation of tick, fleas, or other parasites by a licensed veterinarian or with proper commercially reasonable treatment available for the infestation; and

(7) Enclosures used as an area for a dog to regularly eat, sleep, drink, and eliminate must have at least one hundred square feet (100 sq. ft.) of space for each dog six (6) months of age or older that are housed there.

(B) A person commits an offense if the person beats, torments, overloads, overworks, maims, disfigures, burns or scalds, mutilates or needlessly kills an animal, or if the person carries or transports an animal in any vehicle or other conveyance in a cruel or inhumane manner, or if the person permits any animal to remain in its own filth or if the person causes any of these acts to be done.

(C) A person commits an offense if the person exposes any known poisonous substance, whether mixed with food or not, so that the same may be attractive to any warm-blooded animal or human; except that it shall not be unlawful for a person to expose, on his or her own property or with permission of the property owner, commercially available rat poison or other pesticides appropriately placed in accordance with the labeling directions.

(D) A person commits an offense if the person causes, allows, or trains an animal to fight another animal or possesses Animal Fighting Paraphernalia or training equipment.

(E) A person commits an offense if the person carries or transports an animal in any motor vehicle, conveyance, or trailer if said vehicle fails to effectively restrain the animal so as to prevent the animal from leaving or being accidentally thrown from the motor vehicle, conveyance, or trailer. Transporting an animal in the open bed of a truck or leaving an animal in the bed of a truck during Inclement Weather shall be considered an inhumane manner of transportation.

(F) A person commits an offense if the person places or confines an animal, or allows an animal to be placed or confined, in a motor vehicle, conveyance, or trailer without adequately providing for the necessities of life, including air, food, potable water, sanitary conditions, Shelter, or protection from the heat, cold, or other environmental condition or under other circumstances that may cause Bodily Injury, Serious Bodily Injury, or death of the animal. Transporting an animal in the open bed of a truck or leaving an animal in the bed of a truck during Inclement Weather shall be considered an inhumane manner of confinement.

(G) A person commits an offense if a person crops a dog's ears, docks a tail, removes dew claws or performs other surgical procedures on a dog or a cat except as provided by the veterinary licensing act.

(H) A person commits an offense if the person to uses steel jaw or leg-hold traps.

(I) A person commits an offense if the person Abandons any animal that the person has possession of at the Office of Animal Care and Control, at any other place of business, on public property, or with any person that has not consented or has revoked consent to be responsible for the care of the animal.

(J) A person commits an offense if he or she is the Owner of an animal and fails to reclaim the animal from the Animal Care and Control Department or any person who had temporary possession of the animal.

(K) A person commits an offense if a person confines an animal in a parked or standing vehicle in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above 85 degrees Fahrenheit or below 35 degrees Fahrenheit. It shall be *prima facie* proof that temperature at time of violation when such temperature is verified at the Animal Care and Control Office. An Animal Care and Control Officer is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this chapter, subject to all local, state and federal laws and court orders.

(L) *Tethering animals.*

(1) A person commits an offense if the person Tethers an unattended animal to a stationary object for any length of time except as allowed by divisions (3) and (4) of this section. Any animal that is Tethered must have access to adequate shelter, clean water, dry ground and shade from direct sunlight at all times.

(2) No person shall Tether a puppy, sick or injured animal, or a female dog while in estrus.

(3) Restraint on the Owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

- (a) The animal's Owner maintains continuous, Direct Physical Control of the animal throughout the period of restraint;
- (b) The Tether is attached to a properly fitting Collar or harness and is not wrapped around the animal's neck. Choke or prong-type Collars are prohibited;
- (c) An Owner may not Tether an unattended animal outside by use of a restraint that is composed primarily of chain, has weights attached or is not attached to a Properly Fitted Collar or harness. A person shall not Tether an animal with a tying device that weighs more than 1/10 of the animal's body weight;
- (d) The tying device (to include trolley systems) shall be attached to the animal's Collar or harness and shall be at least ten (10) feet in length and must have a swivel device on the anchor and Collar end to prevent tangling;
- (e) No person shall Tether their dog using a Collar exceeding one and a half (1.5") inches wide for any dog weighing less than sixty pounds. Dogs weighing sixty pounds or more shall not be Tethered using a Collar exceeding two (2") inches in width;
- (f) The Collar must be adjusted to provide at least the circumference of the animal's neck plus one inch;
- (g) The Tether is designed and placed in a manner to prevent entanglement or injury; and
- (h) The Tether does not allow the animal to move outside the person's property or come within ten feet of public property if Tethered outside a fenced area.

(4)A "skyline" type aerial trolley consisting of a line that is strung between two fixed points that are at least 20 feet apart with a down line that is at least five feet in length is allowed as long as the requirements of divisions (2)(b) and (d) of this section are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

(5) A person commits an offense if the person Tethers an animal to a stationary object or a "skyline" aerial trolley during times of extreme weather, including, but not limited to heat advisories, severe storm warnings and freeze warnings.

(6) Any animal observed by a police officer, Animal Care and Control Officer, or any individual otherwise designated by the City Manager to be in immediate harm may be removed from such situation by the quickest and most reasonable means available.

(7) During Inclement Weather, no animal is to remain on a stationary Tether or trolley system. This includes, but is not limited to, ambient outside temperatures below 32 degrees Fahrenheit or above 95 degrees Fahrenheit, severe storms, winter weather events, or any other weather that would cause undue stress on an outdoor Domestic Animal.

(8) If upon investigation, Exigent Circumstances exist and the Animal Care and Control Officer, police officer, or any individual otherwise designated by the City Manager, believe that there is imminent danger of Serious Bodily Injury or death to a human being, another animal, or the animal in question, and there is insufficient time to obtain a warrant, the officer can remove the animal(s) in question from the premises to receive care or for safe keeping.

(9) A person commits an offense if the person who has been subject to animal seizure for violations of humane care and treatment of animals, where a ruling was made in a court of law, if the person owns, Harbors, possesses, has custody and control over or provide a premises to which an animal returns for food, shelter, or care within the city limits of Mansfield.

RABIES CONTROL AND BITE PROCEDURES

§ 90.35 DEFINITIONS.

The following words and terms when used in Sections 90.36 – 90.39 shall have the following meanings unless the context clearly indicates otherwise:

ANIMAL. Any live or dead mammal, domesticated or wild, excluding *Homo sapiens*.

BITE. A bite from an animal that breaks the skin and is capable of transmitting rabies.

HIGH RISK ANIMAL. Any animal that has a high probability of transmitting rabies (including foxes, bats, skunks, coyotes, and raccoons).

LOW RISK ANIMAL. Any animal that has a low probability of transmitting rabies as determined by the Animal Care and Control Department.

§ 90.36 REPORT OF RABIES.

(A) A person commits an offense if he has knowledge of an animal bite of a human and fails to report said bite to the Animal Care and Control Department within 24 hours from the time of the incident.

(B) A person commits an offense if the person knows of an animal within the City limits that the person suspects is rabid and fails to report such animal to the Animal Care and Control Department.

(C) A report shall be written or oral and include if known, the name and address of the victim, the animal's Owner information, and any information which could lead to locating the victim, the animal, and the animal's Owner.

(D) The Animal Care and Control Department shall investigate all reports made under this section.

(E) The Owner of the biting animal must place that animal in Quarantine as prescribed in § 90.37 under the supervision of the Animal Care and Control Department.

(F) Humans bitten by rodents, birds and reptiles are excluded from the reporting requirements of this section.

(G) The provisions of Sections 90.36-90.39 shall not apply to dogs trained and used by police departments, corrections departments or other governmental service; however, bites that occur while the animal is not working shall be subject to placement in Quarantine as prescribed in § 90.37 under the supervision of the Animal Care and Control Department.

(H) A person commits an offense if the person conceals, sells, gives away or otherwise disposes of an animal that has bitten a human or to otherwise permit the animal to be taken beyond the limits of the city after having knowledge of the animal's having bitten a person as to cause an abrasion of the person's skin.

§ 90.37 QUARANTINE PROCEDURES FOR ANIMALS.

(A) The Owner of an animal that has bitten a human commits an offense if the Owner fails to submit the animal to the Animal Care and Control Department for Quarantine immediately upon notification by the Animal Care and Control Department of a biting incident.

(B) The Owner of an animal that is suspected of being rabid commits an offense if the Owner fails to submit the animal to the Animal Care and Control Department for Quarantine immediately when ordered by the Animal Care and Control Department to do so.

(C) The Animal Care and Control Department shall follow these procedures for quarantining and testing:

(1) When a dog or cat has bitten a human, the dog or cat shall be placed in Quarantine in a facility specified by the Animal Care and Control Department and approved by the Texas Department of State Health Services.

(2) When an animal, that has not bitten a human, is suspected of having rabies, it shall be placed in Quarantine for ten (10) days in a facility specified by the Animal Care and Control Department and approved by the Texas Department of State Health Services. The Quarantine period shall be ten (10) days from the date of the bite or other exposure, and said period may only be altered under recommendation by the regional veterinarian from the Texas Department of Health.

(3) Upon the request of the Owner of a dog or cat which has bitten a human, and at the sole discretion of the Animal Care and Control Department, the Animal Care and Control Department may permit home Quarantine for the animal if the following criteria can be met:

- (a) The animal was currently vaccinated against rabies at the time of the bite;
- (b) The animal was not At-Large at the time of the bite;
- (c) The animal's Owner has secure facilities at his home for the animal which have been approved by the Animal Care and Control Department;
- (d) An Animal Care and Control Officer or a licensed veterinarian must observe the animal on at least the first and eighth days of the Quarantine period;
- (e) If the animal becomes ill during the observation period, the person with possession of the animal must notify the Animal Care and Control Department;
- (f) The Owner must sign an agreement to abide by the Quarantine rules; and
- (g) At the end of the Quarantine period, the animal shall be observed by a licensed veterinarian and the veterinarian will complete the form provided by the Animal Care and Control Department and submit said form to the Animal Care and Control Department in order to authorize release from home Quarantine.

(4) If the Animal Care and Control Department is in possession of a dog or cat which has bitten a human, and such animal is designated as unowned, the Animal Care and Control Department may cause such animal to be Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(5) If the animal which has bitten a human is a high-risk animal, the Animal Care and Control Department shall cause such animal to be Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(6) If the animal which has bitten a human is a low-risk animal, the Animal Care and Control Department shall cause the animal to be Euthanized, and shall submit its brain for rabies diagnosis by a Texas Department of State Health Services certified laboratory if the Animal Care and Control Department has cause to believe the animal is rabid. If the Animal Care and Control Department has no cause to believe the animal is rabid, then neither quarantining nor testing will be required.

(7) If the animal, including a dog or cat, which has bitten a human, inflicted multiple bite wounds, lacerations or punctures to a person, the Animal Care and Control Department may cause the animal to be Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(8) If the animal which has bitten a human is not included in divisions (C)(1), (C)(2), (C)(3), (C)(4), (C)(5), (C)(6) or (C)(7) of this section, the Animal Care and Control Department shall cause the animal to be Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(9) The Animal Care and Control Department shall cause to be Euthanized any animal required to be quarantined under this division (C) which cannot be maintained in a secure Quarantine, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(10) The Animal Care and Control Department shall follow the rules promulgated by the Texas Department of State Health Services when submitting an animal brain for testing.

(11) The Animal Care and Control Department may Euthanize an unowned animal prior to the end of the Quarantine, and have the brain tested for rabies.

(12) All quarantined animals shall be separated from all other animals in such a manner that there is no possibility of physical contact between animals.

§ 90.38 DISPOSITION OR RELEASE OF QUARANTINED ANIMAL.

(A) At the conclusion of the Quarantine, the Animal Care and Control Department shall release the quarantined animal to its Owner if the quarantined animal shows no clinical signs of rabies, the Owner pays the Quarantine fee, and:

(1) If the Owner presents an unexpired rabies Vaccination Certificate for the animal to the Animal Care and Control Department; or

(2) If the animal is vaccinated against rabies by a licensed veterinarian at the Owner's expense and the Owner presents a rabies Vaccination Certificate for the animal to the Animal Care and Control Department.

(B) The Animal Care and Control Department shall Euthanize any animal which at the end of the Quarantine period is determined by a veterinarian to show clinical signs of rabies.

(C) If an animal dies, is killed, or Euthanized while in Quarantine, the Animal Care and Control Department shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(D) The Owner of a quarantined animal shall pay to the Animal Care and Control Department all costs of Quarantine and disposition of the animal by fee at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time. No quarantined animal shall be released until all fees have been paid, unless waived by the Animal Care and Control Department.

(E) If the Owner of an animal fails to take possession of the animal before the fourth day following the final day of the Quarantine period, the animal shall be deemed abandoned, the city shall be deemed the Owner of the animal, and the Animal Care and Control Department shall at their option place the animal for adoption or cause it to be Euthanized.

§ 90.39 ANIMAL EXPOSED TO RABIES.

(A) The Owner of an animal which has been bitten by a rabid animal or exposed by physical contact to its fresh tissues commits an offense if the Owner fails to report such bite or exposure to the Animal Care and Control Department within 24 hours of the incident.

(B) The Owner of an animal which has been bitten by a rabid animal or exposed by physical contact to its fresh tissues commits an offense if the Owner fails to submit the animal to the Animal Care and Control Department for Quarantine or to be Euthanized immediately when requested to do so by the Animal Care and Control Department.

(C) If the animal which has been bitten or exposed has not been vaccinated against rabies and is an animal for which an approved vaccine exists, the Animal Care and Control Department:

(1) May cause such animal to be Euthanized; or

(2) May, if sufficient justification for preserving the animal exists, cause the animal to be immediately vaccinated against rabies, placed in strict isolation for 90 days, and given booster Vaccinations during the third and eighth weeks of isolation. If the animal is under 16 weeks of age at the time of the second Vaccination, an additional booster shall be given when the animal reaches 16 weeks of age.

(D) If the animal which has been bitten or exposed was currently vaccinated against rabies at the time of the bite or exposure, and is an animal for which an approved vaccine exists, the Animal Care and Control Department:

(1) May cause such animal to be Euthanized; or

(2) May, if sufficient justification for preserving the animal exists, cause the animal to be given an immediate booster rabies Vaccination and be placed in strict isolation for 45 days.

(E) If the animal which has been bitten or exposed is an animal for which no approved rabies vaccine exists, the Animal Care and Control Department shall cause such animal to be Euthanized.

(F) The procedures for disposition or release of the animal following isolation shall be the same as those for disposition of an animal following Quarantine set forth in § 90.38.

ANIMAL ADVISORY COMMITTEE

§ 90.50 ANIMAL ADVISORY COMMITTEE.

- (A) The City of Mansfield Animal Advisory Committee is established to assist the city with complying with the requirements of Tex. Health & Safety Code Chapter 823.
- (B) Membership must be composed of at least one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
- (C) Members are appointed by the City Council, serve for a three year term, and may be reappointed. Members may be removed by the City Council.
- (D) The City of Mansfield Animal Advisory Committee shall meet at least three times a year.

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SECTION 4.

Sections 90.55 through 90.68, of Chapter 90, “Animal Control,” of Title IX, “General Regulations,” of the Code of Mansfield, Texas, are hereby added to read as follows:

“DANGEROUS DOGS

§90.55. DANGEROUS INCIDENT REPORT.

- (A) A person may report a Dangerous Incident involving an animal to the Animal Care and Control Department of the city. The report must be in writing and made under oath, and the report must include the following:
 - (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal Owner, if known;
 - (5) A statement of facts upon which such report or application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.

- (B) The Animal Care and Control Department, upon receipt of a report filed under this section or upon learning of a Dangerous Incident, shall investigate the Dangerous Incident and may issue sworn reports based on the Animal Care and Control Department's investigation or observation.

§90.56. FILING OF REPORT OF A DANGEROUS INCIDENT WITH COURT.

- (A) The City of Mansfield hereby elects to be governed by Section 822.0422, Texas Health and Safety Code.
- (B) A person, including the Animal Care and Control Department, may file a Dangerous Incident report involving an animal to the municipal court of the city. A report filed with the municipal court under this section must comply with the requirements of §90.55(A).
- (C) Upon the filing of a Dangerous Incident report under subsection (B), the Owner of the dog that is the subject of the report shall deliver the dog to the Animal Care and Control Department not later than the fifth (5th) day after the date on which the Owner receives notice that the report has been filed with the municipal court. The Animal Care and Control Authority shall provide for the impoundment of the dog in secure and humane conditions until the court enters an order concerning the dog.
- (D) If the Owner fails to deliver the dog as required by subsection (C), the municipal court shall order the Animal Care and Control Department to seize the dog and shall issue a warrant authorizing the seizure. The Animal Care and Control Department shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The Owner shall pay any costs incurred in seizing the dog.
- (E) The municipal court shall determine, after notice and hearing as provided in §90.61, whether the dog is a Dangerous Dog.
- (F) The court, after determining that the dog is a Dangerous Dog, may order the Animal Care and Control Department to continue to impound the Dangerous Dog in secure and humane conditions until the dog is released to the Owner upon compliance with §90.65 or the court orders the humane destruction of the dog under §90.60.
- (G) The Owner of the dog shall pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dog. The amount of the fees shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time.

§90.57. ANIMAL CARE AND CONTROL OFFICER DETERMINATION.

- (A) If, after performing an investigation of a Dangerous Incident and receiving the sworn statements of any witnesses, the Animal Care and Control Officer determines the animal is a Dangerous Dog, the Animal Care and Control Officer may notify the Owner in writing of the determination and require the Owner of the Dangerous Dog comply with the requirements in Section 90.59.
- (B) An Owner, not later than the fifteenth (15th) day after the date the Owner is notified that an animal owned by the Owner is a Dangerous Dog, may appeal the determination of the Animal Care and Control Officer to the municipal court.
- (C) Upon the filing of an appeal under subsection (B), the municipal court of the city shall schedule a hearing on the appeal in accordance with §90.62.
- (D) To file an appeal under subsection (B), the Owner must:
 - (1) File a notice of appeal of the Animal Care and Control Department's Dangerous Dog determination with the clerk of the municipal court of the city, which must include the name, address, and phone number of the Owner;
 - (2) Attach a copy of the determination from the Animal Care and Control Department; and

- (3) Serve a copy of the notice of appeal on the Animal Care and Control Department by mailing the notice through the United States Postal Service.
- (E) An appeal filed under subsection (B) shall be considered effective on the date it is postmarked by the United States Post Office or hand-delivered to the clerk of the municipal court of the city.
- (F) Upon filing an appeal under subsection (B), the Owner shall immediately deliver the animal to the Animal Care and Control Officer, and the city shall provide for the impoundment of the animal in secure and humane conditions pending an order of disposition from the municipal court of the city.
- (G) If the Owner fails to deliver the animal as required by subsection (F), the municipal court shall issue a warrant authorizing the seizure of the animal. The Animal Care and Control Department shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the animal. The amount of the fees shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time. The animal shall remain impounded pending an order of disposition from the municipal court of the city.

§90.58. KNOWLEDGE OF A DANGEROUS DOG.

The Owner of a Dangerous Dog is subject to the requirements of this chapter upon the occurrence of any of the following:

- (1) The Owner knows of a Dangerous Incident involving the animal;
- (2) The Owner is notified by the Animal Care and Control Officer that the animal is a Dangerous Dog;
or
- (3) The Owner is notified by the municipal court that the court has upheld the Animal Care and Control Officer's determination that the animal is a Dangerous Dog.

§90.59 REQUIREMENTS FOR OWNER OF DANGEROUS DOG.

Not later than thirty (30) days after learning that he or she is the Owner of Dangerous Dog, the Owner shall comply with the following requirements

- (A) Register the Dangerous Dog with the Animal Care and Control Department;
- (B) Restrain the Dangerous Dog at all times on a leash in the immediate control of a person;
- (C) Confine the dog in a Secure Enclosure that does not interfere with the public's legal access to the Owner's premises and post clearly visible signs on the Secure Enclosure identifying the presence of a Dangerous Dog, which signs shall be readable from any public sidewalk or street adjacent to the property where the dog is being kept;
- (D) Not permit the dog to be outside the Secure Enclosure unless the dog is muzzled, in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal, and restrained by a substantial chain or leash, no longer than six (6) feet in length, with a capable person over the age of 18 in immediate Direct Physical Control of the chain or leash;
- (E) Have the dog micro-chipped and fitted with a tag or Collar designated by the Animal Care and Control Department;
- (F) Have the dog sterilized and provide proof of sterilization to the Animal Care and Control Department;
- (G) Allow the Animal Care and Control Department to photograph the dog;
- (H) Obtain, maintain and provide the Animal Care and Control Department proof of personal liability insurance in the amount of \$100,000.00 to cover an attack by the animal; and

- (I) Complete a responsible pet ownership or animal training program as prescribed by Animal Care and Control Department.

§90.60. DANGEROUS DOG ORDER OF DESTRUCTION.

- (A) If the municipal court orders the humane destruction of a Dangerous Dog, the Animal Care and Control Department shall maintain custody of the Dangerous Dog, and the municipal court shall:
- (1) Find that the criteria for an order of destruction are met and order that Ownership be relinquished to the Animal Care and Control Department.
 - (2) Order that the animal be humanely destroyed after a period of ten (10) calendar days from the date the order is issued.
 - (3) In an order for the humane destruction of a Dangerous Dog, the municipal court shall order that the Owner pay for any applicable costs or fees related to the seizure, acceptance, impoundment, or destruction of the animal. The City Council may prescribe the amount of the fees at an amount established in the Master Fee Schedule, as amended from time to time.

§90.61. FAILURE TO COMPLY.

- (A) Any person may make a sworn application to the municipal court of the city that the Owner of a Dangerous Dog has failed to comply with §90.66 or that a Dangerous Dog has attacked a person. Upon the filing of a sworn application under this section, the municipal court of the city shall schedule a hearing on the application in accordance with §90.62.
- (B) A sworn application under this section must include:
- (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal Owner, if known;
 - (5) A statement of facts upon which the application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.
- (C) Upon the filing of a sworn application under this section, the municipal court of the city shall order the Animal Care and Control Department to seize the Dangerous Dog and shall issue a warrant authorizing the seizure. The Animal Care and Control Department shall seize the Dangerous Dog or order its seizure and shall provide for the impoundment of the Dangerous Dog in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the Dangerous Dog. The City Council may prescribe the amount of the fees at an amount established in the Master Fee Schedule, as amended from time to time. The Dangerous Dog shall remain impounded pending an order of disposition from the municipal court of the city.
- (D) If, after a hearing on an application filed under this section, the municipal court of the city finds that the Owner of the Dangerous Dog has failed to comply with §90.66 or that the Dangerous Dog has attacked a person, the municipal court of the city shall order the Animal Care and Control Department to humanely destroy the Dangerous Dog, or that the Dangerous Dog be permanently removed from the city. No Dangerous Dog shall be ordered returned to its Owner more than one time. The municipal court may also order the Owner of the Dangerous Dog to pay all costs or fees

assessed by the city related to the seizure, acceptance, impoundment, and destruction of the Dangerous Dog due to the sworn complaint filed under this section.

- (E) If, after a hearing on an application filed under this section, the municipal court finds that the Owner of the Dangerous Dog has not failed to comply with §90.66 and that the Dangerous Dog has not attacked a person, the municipal court shall order that the Animal Care and Control Department immediately release the Dangerous Dog to the Owner, and the Owner shall not be responsible for the costs of seizure or impoundment of the Dangerous Dog due to the sworn complaint filed under this section.
- (F) A Dangerous Dog ordered to be humanely destroyed or permanently removed from the city shall remain impounded until the Dangerous Dog is humanely destroyed or until the Owner reclaims the Dangerous Dog under §90.66(A).
- (G) Notwithstanding any other law or local regulation, a Dangerous Dog shall not be destroyed during the pendency of an appeal under §90.63.
- (H) If the Owner of a Dangerous Dog seized due to a sworn application filed under this section cannot be located within fifteen (15) days after the seizure and impoundment of the Dangerous Dog, the Dangerous Dog shall be considered abandoned and the city shall be deemed the Owner of the Dangerous Dog. The municipal court shall order the humane destruction of a Dangerous Dog abandoned under this section upon application of the Animal Care and Control Department, without a hearing.

§90.62. HEARING.

- (A) The municipal court of the city, on receiving notice of appeal under §90.56(B) or a sworn application under §90.61(A), shall set a time for a hearing to determine whether the animal is a Dangerous Dog or whether the Owner of the animal has complied with §90.66 or the Dangerous Dog has attacked a person. A hearing under this section must be held not later than the tenth (10th) day after the date on which the animal is seized or delivered.
- (B) The municipal court shall give written notice of the time and place of the hearing to:
 - (1) The Owner of the animal or the person from whom the animal was seized or who delivered the animal;
 - (2) The person who made the report or filed the application; and
 - (3) The Animal Care and Control Department.
- (C) Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- (D) At a hearing under this section, the municipal court shall determine the estimated costs to house and care for the impounded animal during any appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.
- (E) An Owner or the person who made the report or filed the application may appeal the decision of the municipal court of the city at a hearing under this section in the manner described by §90.63.
- (F) An animal that is the subject of a proceeding under this division shall remain impounded throughout the pendency of any appeal of a determination or order under this division.
- (G) Any order to destroy a dog is stayed for a period of ten (10) calendar days from the date the order is issued, during which period the dog's Owner may file a notice of appeal. The municipal court may not order the destruction of a dog during the pendency of an appeal under §90.63.

§90.63. APPEAL OF DANGEROUS DOG ORDER.

- (A) A party to an appeal under §90.56(B) or a hearing under §90.62 may appeal a decision that a dog is a Dangerous Dog or other order concerning a Dangerous Dog to a county court or county court at law in the county in which the municipal court is located and is entitled to a jury trial on request.
- (B) As a condition of perfecting an appeal, not later than the tenth (10th) calendar day after the date the decision is issued by the municipal court, the appellant must file a notice of appeal and, if applicable, an appeal bond in the amount determined by the municipal court from which the appeal is taken.
- (C) Notwithstanding V.T.C.A., Government Code § 30.00014, or any other law, a person filing an appeal from a municipal court under subsection (A) is not required to file a motion for a new trial to perfect an appeal.
- (D) Notwithstanding any other law, a county court or a county court at law has jurisdiction to hear an appeal filed under this section.
- (E) A decision of a county court or county court at law under this section may be appealed in the same manner as an appeal for any other case in a county court or county court at law.

§90.64. NOTICES.

All required notices shall be personally delivered or deposited with the United States Postal Service, sent certified mail, return receipt requested. When the city mails a notice in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

§90.65. DANGEROUS DOG ORDERED REMOVED FROM THE CITY.

- (A) The Owner of a Dangerous Dog that is ordered to be permanently removed from the city by order of the municipal court must provide to the Animal Care and Control Department the plan for removal of the Dangerous Dog from the city and the name, address, and phone number for the place where the Dangerous Dog will be relocated outside of the city before the Dangerous Dog will be released to the Owner. Upon receipt of the required information, the Animal Care and Control Department shall release the Dangerous Dog to the Owner to be removed from the city. A Dangerous Dog ordered to be permanently removed from the city must be removed from the city within ten (10) days of the date of the order.
- (B) If the Owner does not provide the information required by subsection (A) to the Animal Care and Control Department and reclaim the Dangerous Dog within ten (10) days of the order of the municipal court of the city, the Dangerous Dog shall be deemed abandoned by the Owner and the city shall be deemed the Owner of the Dangerous Dog. A Dangerous Dog ordered to be removed from the city under this section must be removed from the city within ten (10) days of the date of the order. Upon application by the Animal Care and Control Department, without a hearing, the municipal court shall order that a Dangerous Dog deemed to be abandoned under this section be humanely destroyed.
- (C) It shall be unlawful for a person to Harbor, keep, or have possession of a Dangerous Dog previously ordered to be removed from the city under this section within the corporate limits of the city.
- (D) The Animal Care and Control Department or any Animal Care and Control Officer enforcing this section shall seize any Dangerous Dog that has been previously ordered to be removed from the city and is found to be at any location within the corporate limits of the city. Upon seizure, the city shall provide for the impoundment of the Dangerous Dog in humane and sanitary conditions.

- (E) Upon application by the Animal Care and Control Department, without a hearing, the court shall order that a Dangerous Dog that was previously ordered to be removed from the city and later found to be in the city be humanely destroyed.

§90.66. NUISANCE DECLARED.

It is hereby declared to be a Nuisance that an Owner or other person Harbors, keeps, or maintains a Dangerous Dog in the city unless the Owner complies with the requirements of this division and, with respect to dogs, all state statutes regulating Dangerous Dogs.

§90.67. OFFENSES.

- (A) A person commits an offense if the person is the Owner of a Dangerous Dog and the Dangerous Dog makes an Unprovoked attack on another person outside the animal's enclosure and causes Bodily Injury to the other person.
- (B) A person commits an offense if the person is the Owner of a Dangerous Dog and performs an act prohibited or fails to perform an act required by this division.
- (C) A person commits an offense if the person is the Owner of a dog that attacks another Domestic Animal or Livestock and that attack causes Bodily Injury or death to the other Domestic Animal or Livestock.
- (D) A person commits an offense if the person is the Owner and the animal attacks a person or another animal and the Owner fails to notify the Animal Care and Control Department within five (5) days of the attack.
- (E) An offense under subsection (A), (B), (C), or (D) is a class C misdemeanor punishable as provided in Section 10.99 of the Code of Ordinances of the City. Each day that a violation is committed or continues is a separate offense.
- (F) If a person is found guilty of an offense under this section, the municipal court may order that the animal be humanely destroyed immediately, or that the animal be permanently removed from the city. If a person is found guilty of an offense under this section for a second time, the municipal court may order that the animal be humanely destroyed immediately or that the animal be permanently removed from the city.

§90.68. DEFENSES.

- (A) It is an affirmative defense to prosecution under §90.67 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with Stray animals and has temporary ownership, custody, or control of the animal in connection with that position.
- (B) It is an affirmative defense to prosecution under §90.67 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses the dog for law enforcement or corrections purposes.
- (C) It is an affirmative defense to prosecution under §90.67 that the person is a dog trainer or an employee of a guard dog company under V.T.C.A., Occupations Code Ch. 1702.
- (D) It is an affirmative defense to prosecution under §90.67 that the person injured was teasing, tormenting, abusing, or assaulting the animal.
- (E) It is an affirmative defense to prosecution under §90.67 that the person injured was committing or attempting to commit a crime.
- (F) It is an affirmative defense to prosecution under §90.67 that the animal was protecting or defending a person, while in the person's control, from an unjustified attack or assault.

**SECTION 5.
CUMULATIVE REPEALER**

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

**SECTION 6.
SEVERABILITY**

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 sections, paragraphs, sentences, clauses or phrases 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 sections, paragraphs, sentences, clauses and phrases 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 7.
PENALTY**

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 deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 and no more than \$500.00. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

**SECTION 8.
SAVINGS**

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code of Mansfield, Texas, as amended, or any other ordinances relating to animal control 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 9.
PUBLICATION**

The City Secretary of the City of Mansfield is hereby directed to publish this Ordinance to the extent required by law.

**SECTION 10.
EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 9TH DAY OF DECEMBER, 2024.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andy Messer, City Attorney

CHAPTER 90: ANIMAL CONTROL

General Provisions

90.01 Definitions

90.02 Establishment of ~~Office of the~~ Animal Care and Control ~~Manager~~Department

Animal Control

90.03 Number of dogs and cats at residences; multiple pet ~~permit~~permits

90.04 Animal establishments

90.05 Adoption of cats or dogs

90.06 Livestock and livestock permits

90.07 Potbellied pigs

90.08 Keeping of fowl

90.09 Animals at-large

90.10 Dangerous wild animals

~~90.11 Dangerous animals~~

~~90.12 Nuisances~~

~~90.20~~ 90.11 Slaughtering of animals

90.13 Nuisances

90.14 Feeding of Wild, Stray, or Feral Animals Prohibited

90.15 Humane Trapping

90.20 Appealing ACO determinations, orders, and permit denials and revocations

90.21 Promotional displays; dyeing prohibited

90.22 License, vaccination and microchip requirements

90.23 Impoundment; fees

~~90.23.1 Fee schedule~~

~~90.24 Enforcement~~

~~90.25~~ 90.24 Enforcement

90.25 Care and humane treatment of animals

Rabies Control and Bite Procedures

90.35 Definitions

90.36 Report of rabies

90.37 Quarantine procedures for animals

90.38 Disposition or release of quarantined animal

90.39 Animal exposed to rabies

Animal Advisory Committee

90.50 Animal Advisory Committee

Dangerous Dogs

90.9955 Dangerous incident report

90.56 Filing of report of dangerous incident with court

90.57 Animal Care and Control Officer determination

90.58 Knowledge of dangerous dog

90.59 Requirements for Owner of a Dangerous Dog.

90.60 Dangerous dog order of destruction

90.6090.61 Failure to comply

90.6190.62 Hearing

90.6290.63 Appeal of dangerous dog order

90.6390.64 Notices

90.65 Dangerous dog ordered removed from city

90.66 Nuisances declared

90.67 Offenses

90.68 Defenses

Dangerous Animals

90.70 Dangerous animal classifications

[90.71 Dangerous animal incident report](#)

[90.72 Animal Care and Control Officer determination](#)

[90.73 Appeal of determination](#)

[90.74 Requirements of a dangerous animal](#)

[90.75 Declassification of dangerous animal](#)

[90.76 Order of destruction](#)

[90.77 Failure to comply](#)

[90.78 Hearing](#)

[90.79 Orders of municipal court non-appealable](#)

[90.80 Notices](#)

[90.81 Registration](#)

[90.82 Nuisance declared](#)

[90.83 Offenses — Failure to comply](#)

[90.84 General offenses](#)

[90.85 Defenses](#)

[90.99](#) Penalty

GENERAL PROVISIONS

§ 90.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDON. Failure to adequately provide an animal with one (1) or more of the following necessities of life, including but not limited to, air, food, potable water, sanitary conditions, Shelter, protection from the heat, cold, or other environmental conditions, or other circumstances that may cause Bodily Injury, Serious Bodily Injury, or death of the animal, or to leave an animal in the care, custody, or control of another person or entity without his or her consent.

ANIMAL CARE AND CONTROL OFFICER. Any person designated by the city to perform animal control duties and who otherwise enforces the provisions of state and local laws as they pertain to animals within the city.

ANIMAL CARE AND CONTROL MANAGER. A person designated by the Chief Director of Police Regulatory Compliance to supervise the daily operations of the Animal Care and Control Division Department, and his/her authorized designees.

ANIMAL. Includes dogs, cats, rabbits, rodents, birds, reptiles, and any other species of animal which is sold or retained as a household pet, but shall not include skunks, nonhuman primates and any other species of wild, exotic, or carnivorous animal that may be further restricted by law. Wild Animals that have been trapped will be treated the same as a Domestic Animal for all purposes including care and humane treatment.

~~**AT-LARGE.** Not completely confined by a building, wall, or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner. An animal within an automobile or other vehicle under the control of its owner shall not be deemed at-large, unless such confinement fails to reasonably prevent access to the public.~~

~~**ANIMAL ESTABLISHMENT.** Any pet shop, Boarding Kennel or Cattery, grooming shop, auction, performing animal exhibition, or other facility engaged in the handling of domestic animals Domestic Animals, excluding veterinary clinics, hospitals, animal shelters and individuals caring for animals in their private residence in compliance with the terms of this chapter.~~

ANIMAL FIGHTING PARAPHERNALIA. Any item or equipment that is designed, adapted, or used for animal fighting purposes, including, but no limited to, scales, fighting pits, instruments designed, adapted, or used in a manner that attaches to the leg of the bird, such as a knife, gaff, or other sharp instrument, or items used to train or condition animals to fight, such as hanging devices, spring poles, breaking sticks or “bite sticks”.

ANIMAL HOUSING. Any structure or enclosure contained within the Owner’s property limits and designed, adapted, or used to segregate an animal to a smaller area or restrict an animal to a limited space, including, but not limited to, pens, Kennels, dog runs, rooms, cages, compartments, hutches, Coops, and fenced portions of a yard or property. This term does not include the term Shelter as defined in the section.

ANIMAL RESCUE ORGANIZATION. Any not for profit organization that has tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code, which rescues and places animals into permanent homes. Animal Rescue Organization does not include an entity that breeds animals or an entity that in exchange for payment or compensation obtains any dog or cat from a person who either breeds dogs and cats or facilitates the sale of dogs and cats that were obtained from a person who breeds dogs or cats.

~~**AT-LARGE.**—**CARETAKER.** Any individual who has responsibility for feeding, watering, or otherwise providing for any animal whether they are the actual owner of the animal or not.~~

~~– Not completely confined by a building, wall, or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a hand-held leash under the control of a capable person or held in the hands of the Owner. An animal confined within an automobile or~~

other vehicle under the control of its Owner shall not be deemed At-Large so long as such confinement reasonably prevents access to the public. Animals that are unrestrained in the open bed of a truck, tractor, trailer, or similar type vehicle will be considered At-Large. Any dog confined within a city owned Dog Park is not considered At-Large.

BASIC GROOMING. Maintaining the eyes, ears, beaks, hooves, feet, nails, coat and skin of an animal in such a manner that is reasonably necessary for the health and safety of the animal.

BOARDING KENNEL OR CATTERY. Any establishment where dogs, cats, puppies, or kittens are kept for the primary purpose of boarding for any part of a 24-hour period. This does not include veterinary clinics where boarding is offered in addition to clinical services or grooming facilities where boarding is not offered overnight.

BODILY INJURY. Physical pain, illness, or any impairment of physical condition that would cause a reasonably prudent person to seek treatment from a medical professional or veterinarian without regard to whether the person actually sought treatment. This term includes, but is not limited to, a bite or scratch wound and any bodily injury resulting from the victim attempting to escape or prevent contact with the injuring animal.

COOP. A covered, predator-resistant house for Domestic Fowl that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a Shelter, Animal Housing enclosure, and any other applicable requirements of this chapter.

COMMERCIAL BREEDER. Any Owner who breeds animals and transfers ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other group of offspring (whichever occurs first) of any breeding animals during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, slaughter, or resale to a third person.

COLLAR. Any collar constructed of nylon, leather, or similar materials, specifically designed to be used for a dog, cat, or ferret.

CAT. Any live or dead cat (*felis catus*).

~~**DANGEROUS ANIMAL.** An animal that is found to have exhibited the specific behaviors that qualify the animal for one of the Dangerous Animal classifications established in Section 90.70.~~

~~**DANGEROUS ANIMAL INCIDENT.** An incident in which an animal:~~

- ~~(1) — While at large, is found to menace, to chase, or to display threatening or aggressive behavior toward any Domestic Animal or Livestock.~~
- ~~(2) — While at large, is found to have caused a severe Bodily Injury to any Domestic Animal or Livestock.~~
- ~~(3) — While at large, is found to have killed or cause the death of any Domestic Animal or Livestock.~~

DANGEROUS DOG. A dog that ~~makes;~~

~~(1) Makes an unprovoked~~Unprovoked attack on a ~~human, which person that~~ causes ~~bodily injury~~Bodily Injury and occurs in a place other than an enclosure in which the ~~animal~~dog was ~~being~~ kept and that was reasonably certain to prevent the ~~animal from~~dog ~~form~~ leaving the enclosure on its own; ~~or~~

~~—(2) An animal, including a dog, that commits unprovoked~~(2) Commits Unprovoked acts in a place other than an enclosure in which the ~~animal~~dog was being kept and that was reasonably certain to prevent the ~~animal~~dog from leaving the enclosure on its own, and those acts cause a person ~~to~~ reasonably ~~to~~ believe that the ~~animal~~dog will attack and cause ~~bodily injury~~Bodily Injury to ~~that~~ a person; or

~~(3) Makes an Unprovoked attack on a Domestic Animal or Livestock that causes Bodily Injury or death and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.~~

~~—(3) **DANGEROUS INCIDENT.** An animal, including~~incident in which a dog, ~~that makes;~~

~~(1) Makes an unprovoked~~Unprovoked attack on a ~~domestic person that~~ causes ~~Bodily Injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or~~

~~(2) Commits Unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack or cause Bodily Injury to a person or to another animal.~~

DIRECT PHYSICAL CONTACT. ~~Having precautions in place so the person may exercise physical control over the animal or domestic fowl which occurs when the attacking dog is at large in the event it should become necessary to do so to protect the animal, a human, or another animal from harm. For purposes of this subsection only, the Animal Control Manager or court may take under consideration any or all chapter, voice control, shock Collars, e-Collars, and Collar mounted electronic training devices, regardless of the following circumstances to determine whether or animal's proximity or training status shall not the attacking animal is dangerous; be considered direct physical contact.~~

~~—(a) The seriousness and/or extent of the injury to the attacked animal or fowl;~~

~~—(b) Territorial issues associated with the location of the attack; and~~

~~—(c) Restraints of the attacking dog which were in place at the time of, or immediately prior to, the attack.~~

~~—**DANGEROUS WILD ANIMAL.** Any lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, poisonous reptiles, giant reptiles (any non-indigenous reptile that commonly reaches six~~

feet or more in total length), bobcat, lynx, serval, caracal, hyena, bear, coyote, wolf, jackal, baboon, chimpanzee, orangutan, gorilla, or any hybrid of any animal listed in this definition.

—**DOG.**—Any live or dead dog (*canis familiaris*).

—**DOMESTIC ANIMAL.** Any animal that lawfully may be kept as a pet or as Livestock within the City of Mansfield so long as all the required provisions of this chapter are met, ownership or possession of said animal is not prohibited by any international, federal, local or state law, and is not a Wild Animal, as defined herein, including but not limited to, the following animals:

(1) **REPTILES.** Any non-venomous reptile that does not typically reach total lengths greater than six (6) feet;

(2) **BIRDS.** Any birds commonly kept as pets, or any bird kept for falconry purposes by a state and federally permitted falconer;

(3) **AMPHIBIANS.** Any frog or toads commonly kept as pets;

(4) **MAMMALS.** Any mammals commonly kept as pets or Livestock including, but not limited to, dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, sugar gliders, horses, cows, alpacas, and llamas.

DOMESTIC FOWL. Birds of a breed developed or kept for the purpose of meat production, egg laying, or purely ornament or show, including but not limited to ducks, guineas, geese, chickens, turkeys, quail, parakeets and pigeons.

ESTRAY. Any branded or unbranded Livestock, fowl, exotic livestock, or exotic fowl found running at large.

EUTHANIZE.—To cause the death of an animal by a method which:

— (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress; or

— (2) Utilizes anesthesia produced by an agent, which causes painless loss of consciousness, and death following such loss of consciousness.

EXERCISE YARD. An enclosure attached to a Coop that provides exercise for Domestic Fowl and is constructed to prevent the Domestic Fowl from escaping such enclosure and offers protection from predators. Mobile/moveable housing such as chicken tractors may also be used.

EXIGENT CIRCUMSTANCES. Any circumstances in which the officer, in his or her best judgment, determines that a life threatening or serious injury may occur if immediate action is not taken (i.e., animal may die if not immediately transported to a veterinarian, or animal may bite and seriously injure a human or other animal if not immediately impounded, or animal may die if officer does not immediately enter property and rescue, etc.).

FERAL. Any untamed animal living in the wild that will not voluntarily accept handling by human beings despite usually being considered a Domestic Animal.

HARBORING. The act of keeping and caring for an animal or of providing a premise to which the animal returns for food, shelter or care.

~~—LIVESTOCK –LARGE. Any animal, such as horses, mules, cattle, ponies and animals of the same approximate size and weight.~~

~~—LIVESTOCK –SMALL. Any animal Any act of a person which provides care, shelter, protection, refuge or nourishment to an animal that is not in the person’s ownership, which incentivizes or encourages the same animal to return to the same premises for care, shelter, protection, or nourishment for a period of ten (10) days or longer.~~

HUMANE TRAP. Any trap designed to capture an animal without injuring the animal.

~~**IDENTIFICATION.** Any acceptable method, such as goats, sheep, lambs Microchipping, registration tag, or tattoo, which can be used to readily trace the current ownership of an animal.~~

INCLEMENT WEATHER. Includes rain, hail sleet, snow, high winds, any high wind advisory warnings, extreme low temperatures, any cold or freeze advisory warnings, extreme high temperatures, and any heat advisory warnings.

KENNEL. Any lot, building, structure, enclosure or premises where five (5) or more adult animals are kept and wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats, or other animals of the same approximate size.

LIVESTOCK. Any Domestic Animal typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, included, but not limited to, regardless of age, sex or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and weight burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised for food or fiber source; Domestic Fowl; and pigs or hogs, consisting of all swine species.

~~—LOCAL RABIES CONTROL AUTHORITY. The officer designated by the municipal or county governing body under the Tex. Health & Safety Code § 826.017.~~

~~—LOCAL RABIES CONTROL INCIDENT. Any bite or other injury to a person caused by a warm-blooded animal that breaks the victim’s skin or causes him or her to bleed and potentially come in contact with the injuring animal’s saliva and could allow the rabies virus to be transmitted from the animal to the person.~~

MICROCHIP IMPLANT. A passive electronic device that is injected into an animal, under the skin, by means of a hypodermic type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owner. The microchip implant shall be supplied with an exterior collar type tag for purposes of an external means of recognition that the animal has been implanted with a microchip.

–**NESTING BOX.** A clean, dry enclosed area in a Coop designed to facilitate egg laying that is large enough to allow each hen being kept inside to sit, stand up, and turn around easily, with sufficient bedding material or nest pads to reduce egg breakage during laying.

NUISANCE. An act that threatens the health, morals, safety, comfort, convenience, or welfare of a community.

~~–**OWNER.** Any person, firm, or corporation who has the right of property in an animal or who harbors an animal or allows an animal to remain about his or her premises.~~

–**OWNER.** Any person or persons, firm, partnership, corporation, association or entity that Harbors, shelters, keeps, controls, manages, possesses, has whole or part interest in an animal, or is a caretaker who has responsibility for feeding, watering, or otherwise providing care for any animal. The occupant, owner, or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be presumed to be the owner of the animal. The presumption may be rebutted with proof that the animal has been reported to the department as a Stray animal as required in this ordinance. A property owner, occupant, any adult resident, or head of household of any premises on which a dog, cat, or Feral animal remains or customarily returns to is an owner for the purposes of this chapter. If a person that Harbors, shelters, keeps, controls, manages, possesses, or has whole or part interest in an animal is under the age of seventeen (17) years, the parent, legal guardian, or head of the household shall be considered the owner for the purpose of this chapter. There may be more than one (1) person who is the owner or responsible for the animal, including, but not limited to, caretaker, pet sitters, groomers, boarders, walkers, and trainers.

POLICE ANIMAL. An animal owned by the City of Mansfield or other governmental law enforcement agency, specifically trained or equipped to assist personnel in a law enforcement capacity.

POTBELLIED PIG. A domesticated miniature Vietnamese, Chinese, or Asian potbellied or potbelly pig, not exceeding 250 pounds in weight and 30 inches in height measured at the shoulder, kept as a pet for personal enjoyment and not kept or raised for breeding, sale or human consumption.

–**POULTRY FARM.** An agriculturally zoned tract of land devoted principally to the raising of poultry for commercial purposes.

PROPERLY FITTED. With respect to a Collar, a Collar that measures the circumference of the animal's neck plus at least one inch as to prevent escape from the Collar, that does not choke or impede normal breathing or swallowing, and that does not cause pain or injury.

QUARANTINE. To take into custody and place in confinement, isolated from human beings and other animals in such a way as to preclude the possibility of disease transmission. ~~The quarantine period for a dog, cat, or a domestic ferret in rabies quarantine is ten days from the date of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of Health.~~

–SECURE ENCLOSURE. A fence or structure, being securely enclosed and locked, having four sides, a top, and a bottom, and having signs posted on all sides warning of the presence of clearly marked as containing a Dangerous Dog or Dangerous Animal with nine-inch letters, that is suitable to confine and capable to prevent the escape or release of a Dangerous Dog or Dangerous Animal and to prevent any unauthorized entry.

SERIOUS BODILY INJURY. An injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought treatment.

SHELTER. A structure that is capable of adequately providing cover and protection from the heat, cold and other environmental conditions. At minimum, a Shelter must have three (3) sides, a top, and a bottom and must be adequately ventilated to satisfy the requirement of adequately providing cover and protection. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around and lie down, but be small enough to prevent the loss of body heat during cold weather.

STRAY. Any animal, for which there is no identifiable Owner or Harboring, which is found to be at large within the corporate limits of the city.

SWINE. Any of various omnivorous, even-toed ungulates of the family *Suidae*, including pigs, hogs, and boars, having a stout body with thick skin, a short neck, and a movable snout.

–TETHER. Any leash, chain, cord, rope, or other means of restraining an animal or the act of chaining, tying, fastening or otherwise securing an animal to a fixed point so that it can move or range only within certain limits. For purposes of this chapter, tether does not include a trolley line.

UNPROVOKED. The animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with a-an object or part of the person's body, or otherwise teased or tormented in any manner. While properly restrained, the animal was defending or protecting a person(s) or another animal trespassing or committing a crime on the premises or property occupied by the Owner. If the animal was protecting itself or its offspring.

VACCINATION. The inoculation of an animal with an anti-rabies vaccine that is licensed for use in that species by the United States Department of Agriculture for use in that species and which is administered by a veterinarian licensed to practice in accordance with the label's directions and all state and federal laws for the purpose of immunizing the animal against rabies.

VACCINATED, CURRENTLY. Vaccinated and satisfying the following criteria:

- (1)—_____ The animal must have been at least 16twelve (12) weeks of age at the time of vaccinationVaccination;
- (2)—_____ At least thirty (30) days must have elapsed since the initial vaccinationVaccination; and

—(3)—_____ The time elapsed since the most recent ~~vaccination~~Vaccination has not exceeded the recommended interval for booster ~~vaccination~~Vaccination as established by the manufacturer.

This definition applies only to bite cases in determining cause of action in dealing with the animal.

VACCINATION CERTIFICATE. A document showing that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of the state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal's Owner, all other information required by state law and signed by a licensed veterinarian.

WILD ANIMAL.

Any animal not normally considered domesticated, regardless of the state or duration of captivity, that can typically be found in a wild state which, because of its size, vicious nature, potential disease threat, or other natural characteristic(s), would constitute a danger to human life, property or Domestic Animals, or any animal that is restricted from ownership by any international, federal, or state law including, but not limited to, the following animals:

- (1) **REPTILES:** venomous reptiles, crocodiles, alligators, any reptile that typically reaches a total length of greater than six (6) feet and iguanas;
- (2) **BIRDS:** emus, ostriches, or rheas;
- (3) **MAMMALS:** ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, armadillos, kangaroos, wallabies, wallaroos, opossums, beavers, porcupines, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, squirrels, wild rabbits, or non-human primates;
- (4) Any species illegal to own under federal or state law, or any animal in which is, or maybe hereafter, listed as a "high risk" animal in the Texas Rabies Control Act;
- (5) Any hybrid of any animal classified as a wild animal.

WILDLIFE REHABILITATOR. A person holding all current state and federal permits needed to temporarily house allowed native Wild Animal species in his or her possession with the goal of rehabilitating the animal(s) and releasing it back to its natural habitat in accordance with all state and federal laws.

**§ 90.02 ESTABLISHMENT OF ~~OFFICE OF~~THE ANIMAL CARE AND CONTROL
~~MANAGER~~DEPARTMENT.**

(A) There shall be and is hereby created the ~~office~~Department of Animal Care and Control
~~Manager~~ for the City of Mansfield.

(B) The Animal Care and Control ~~Manager~~Department shall act as the Local Rabies Control Authority for the purposes of Tex. Health ~~&and~~ Safety Code Chapter 826, as amended.

(C) The Animal Care and Control ~~Manager~~Department shall employ Animal Care and Control Officers to assist in the carrying out of ~~his~~the duties under this chapter.

(D) The Animal Care and Control ~~Manager~~Department and Animal Care and Control Officers shall be assigned to the ~~Mansfield Police~~Regulatory Compliance Department under the authority of the ~~Chief of Police~~City Manager.

(E) The responsibilities of the Animal Care and Control ~~Manager~~Department shall be as follows:

—(1)— _____ To enforce and see to the enforcement of the provisions of this chapter and other ordinances of the city and state law as they pertain to animals, and their management and maintenance; ~~and~~.

—(2)— _____ Supervise the ~~animal control operation~~operations of the Animal Care and Control Department of the city; and

(3) _____ Render interpretations of this chapter and adopt policies and procedures to clarify the application of its provisions.

§ 90.03 NUMBER OF DOGS AND CATS AT RESIDENCES; MULTIPLE PET ~~PERMIT~~PERMITS.

(A) For purposes of this section only, pet shall mean dogs or cats.

~~—(A)(B)~~ Except as provided by this section, no residence in the city shall house more than four dogs or four cats or exceed the combined total of six such ~~animals~~pets over the age of eight weeks.

~~—(B)(C)~~ Any person desiring to keep more than four dogs or four cats or exceed the combined total of six such ~~animals~~pets over the age of eight weeks at a residence may apply with the Animal Care and Control ~~Manager~~Department for a ~~multi~~multiple pet permit. ~~The applicant shall pay an annual permit fee of \$25, as set by City Council, at the time of filing.~~

(1) ~~—(Multiple pet permits~~

(a) A multiple pet permit is valid for one year starting January 1 ~~— until December 31 of the same year.~~

(b) Mid-year application for a multiple pet permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a multiple pet permit shall be valid from January 1 until December 31 of the year of issuance.

(c) The applicant shall pay an annual permit fee at the time of filing the pet permit. The annual permit fee shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time.

(d) Notice for renewal may be provided by the Animal Care and Control ~~Manager~~Department by mail to the designated (last known) mailing or email address.

(e) Failure to renew by January 1 shall forfeit the multiple pet permit.

(f) A multiple pet permit that has lapsed for failure to renew shall not be reinstated until completion of a new permit application and payment of the permit fee has been received and approved by the Animal Care and Control Department.

(2) The Animal Care and Control Department is authorized to issue such a multiple pet permit if the following conditions are met:

(a) — (a) All animals have a current rabies Vaccination, a current city license, and are Microchipped and sterilized;

(b) An applicant provides on a form prescribed by the Animal Care and Control Manager with Department information concerning the maximum number of animals to be kept at any one time at such premises and a;

(c) A record search indicates that no enforcement action for violations of this chapter has been necessary within the preceding 12 months; and

(d) — (b) The An Animal Care and Control Manager Officer inspects the property; inspection to include and interviews with the occupants of all immediately adjacent properties; and

(e) Upon review of the following circumstances, the Animal Care and Control Officer, in their sole discretion, deems it appropriate for housing multiple pets based on criteria including, but not limited to:

i. — 1. Facilities shall be of sufficient size as to allow each animal to move about freely. Size of the facility shall be in proportion to the size of the individual animal's height and weight.

ii. — 2. Adequate food, water, and shelter Shelter must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration and protected from the elements.

iii. — 3. The said premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or to the health of the general public.

iv. — 4. The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves or adjacent animals.

v. — 5. The animals must not cause noise which is offensive or disturbing to a person of ordinary sensibilities on adjacent premises.

vi. — 6. All animals must be vaccinated, Microchipped, and sterilized and must wear current tags at all times in accordance with this chapter.

—(2)(3) Multiple pet permits are issued only for the current pets residing in the home at the time of permit issuance. Any interchanging of animals in the home shall require reapplication for a multiple pet permit to be issued based on the animals that are now within the home. If an Owner reduces the number of animals in the home to the number allowed to be kept in the City of Mansfield without a multiple pet permit, the current multiple pet permit will be forfeited as it is no longer required.

(4) Fees for the issuance of a multi-multiple pet permit shall be set established in the Master Fee Schedule as adopted by the City Council, as amended from time to time.

~~—(3)(5)~~ The Animal Care and Control Manager~~Department~~ may revoke ~~the a multiple pet~~ permit prior to its expiration if:

(a) The conditions at the premises are no longer reasonably adequate to maintain the number of animals allowed by the permit;

(b) The ~~owner~~Owner fails to comply with conditions, limitations, and restrictions specified in the permit; or

(c) A persistent ~~nuisance occurs~~Nuisance occurs, determined as three or more state law or city ordinance violations, cumulatively, during the term of the permit.

~~—(4) Multi-~~ (6) Multiple pet permits must be renewed annually by January 1 each year and each renewal will require the payment of a renewal fee, re-inspection of the premises as outlined in § 90.03(C)(2), and approval by the Animal Care and Control Manager~~Department. Failure to timely renew the permit shall result in forfeiture of the multiple pet permit.~~

~~—(5)(7)~~ Any person either denied a ~~multi-multiple~~ pet permit, or who has had their permit revoked, may file an appeal as outlined in § 90.20-(B).

~~(6) Multi-~~ (8) Multiple pet permits are issued for specific ~~owners~~Owners of a specific property. Application for a new ~~multi-multiple pet permit~~permits will be required if:

~~—(a)—~~ The original permit holder moves to a new residence within the city limits and wishes to keep more than four dogs or four cats or exceed a combined total of six such animals over the age of eight weeks on the new property; or ~~if~~

~~—(b)—~~ Ownership of the property for which a permit was originally issued changes and the new ~~owners~~Owners desire to keep more than four dogs or four cats or exceed a combined total of six such animals over the age of eight weeks.

(9) Multiple pet permits will not be issued for Commercial Breeders or Boarding Kennels or Cattery Facilities.

(D) This section shall not apply to Animal Rescue Organizations or any other tax-exempt non-profit organization founded for the purpose of providing temporary care or humane sanctuary or shelter for abandoned or unwanted animals.

(E) This section shall not apply to animals temporarily in the home for a period not to exceed twenty-one (21) days.

§ 90.04 ANIMAL ESTABLISHMENTS.

(A) It shall be unlawful for an animal establishment to sell, trade, or give away any dog or cat, over 16 weeks of age, unless the dog or cat has been vaccinated as required by this chapter.

(B) The Animal Control Manager shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

(C) In addition to the other requirements of this chapter, animal establishments shall comply with the following minimum standards:

(1) Remove manure and droppings from pens, yards, cages, and other enclosures daily and handle or dispose of the excretions in such manner as to keep the premises free of any nuisance.

(2) Place food in impervious containers on impervious surfaces.

(3) Remove all refuse on the premises and dispose of same by a means approved by the City Health Officer.

(4) Such standards of sanitation shall be administered by the Animal Control Manager.

(5) Such establishments will comply with all laws and city ordinances.

§ 90.05 ADOPTION OF CATS OR DOGS.

(A) The Animal Care and Control Manager Department shall be authorized to place for adoption dogs or cats impounded by the city under.

(B) In determining whether an impounded dog or cat will be placed for adoption, the following conditions:

—(A) The Animal Care and Control Manager Department shall determine consider whether a dog or cat is healthy enough for adoption and its is of sufficient health and age adequate for vaccination to be vaccinated. However, such decision by the Animal Care and Control Manager Department shall not constitute a warranty of the health or age of the animal.

—(B) There (C) The Animal Care and Control Department shall be authorized to place any animal in the temporary custody of an authorized person or Animal Rescue Organization until the animal is deemed ready to be surgically altered, vaccinated, and adopted. The animal remains the property of the City until such time as the animal is returned to the shelter or adopted.

(D) In the event an adopted dog or cat does not have Microchip Identification, as determined by the Animal Care and Control Department, the adopting person shall be required to pay for a Microchip Implantation at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time.

_____ (a) Upon payment of the Microchip fee, the dog or cat will be an provided Microchip Implantation by the Animal Care and Control Department.

(b) Each Microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's Owner. The Microchip Implant shall be supplied with an exterior Collar type tag for purposes of an external means of recognition that the animal has been implanted with a Microchip.

(E) An adoption fee for all dogs and cats at an amount shall be set by the City Council at an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time. Adoption fees may be reduced or waived as determined and at the sole discretion of the Animal Care and Control Department.

~~(E)~~ Requirements for adoption of dog or cat age 16 weeks or older.

(1) *Vaccination fee.*

(a) In the event ~~said adopted~~ a dog or cat age 16 weeks or older is adopted and is not vaccinated, a fee ~~in an amount set by the City Council~~ shall be paid for the issuance of a rabies ~~vaccination~~ Vaccination voucher ~~which. The Vaccination fee shall be in an amount established in the Master Fee Schedule as adopted by the City Council, as amended from time to time. Within ten (10) days of receipt of the Vaccination voucher, the adopting person is to~~ shall present to any licensed veterinarian ~~within one week for vaccination~~ the Vaccination voucher and ensure successful Vaccination against rabies of the adopted dog or cat; and provide proof of such Vaccination to the Animal Care and Control Department. The veterinarian shall present the voucher with a statement verifying the ~~vaccination~~ Vaccination to the Animal Care and Control Manager ~~Department~~ for receipt of the prepaid fee or the veterinarian's fee for administering the ~~vaccination~~ Vaccination, whichever is less.

(b) ~~A~~ An adopting person commits an offense if after adopting a dog or cat 16 weeks of age or older he ~~knowingly~~ fails to obtain a rabies ~~vaccination~~ Vaccination for such animal within ~~one week~~ ten (10) days of the adoption date.

(c) It shall be presumed that the adopting person failed to have the animal vaccinated if, within ten (10) days of the adoption date, he has not presented the Animal Care and Control Manager ~~Department~~ with proof of the ~~vaccination~~ Vaccination. Such proof shall be in the form of a receipt from the veterinarian ~~administering~~ who administered the ~~vaccination~~ Vaccination.

(d) ~~The Animal Control Manager~~ Any person adopting an animal understands that ownership of the adopted Animal is contingent on completing the requirements of this section and failure to do so shall revert ownership of said Animal back to the city. In the event the requirements of this section are not completed as described, the Animal Care and Control Department shall be authorized to ~~reimburse~~ seize and impound any dog or cat adopted under this ~~division~~ ~~(E)~~ subsection (F) if the vaccination Vaccination is not obtained within the required time, as described in subsection (a) above. In such case, there shall be no refund of the adoption fee, and ownership of the animal shall revert back to the city, and the city shall be deemed the Owner.

(2) *License fee.* In the event the adopted dog or cat age 16 weeks or older is not licensed, the adopting person shall present to the Animal Care and Control Manager ~~Department~~ the license fee

~~as set forth~~established in § 90.23.1 ~~the Master Fee Schedule as adopted by the City Council, as amended from time to time.~~

~~(D)~~ Requirements for adoption of a dog or cat under 16 weeks of age.

(1) *Vaccination fee.*

(a) In the event the dog or cat to be adopted is under 16 weeks of age, the ~~vaccination~~Vaccination will not be required until the animal is 16 weeks of age. A fee in an amount ~~set~~established in the Master Fee Schedule as adopted by the City Council, ~~as amended from time to time~~ shall be paid for the issuance of a rabies ~~vaccination~~Vaccination voucher ~~which. Within ten (10) days of the animal turning 16 weeks of age,~~ the adopting person ~~is to~~shall present to any ~~licenses~~ veterinarian: the Vaccination voucher and ensure successful Vaccination against rabies of the adopted dog or cat and provide proof of such Vaccination to the Animal Care and Control Department. The veterinarian shall present the certificate with a statement verifying the ~~vaccination~~Vaccination to the Animal Care and Control ~~Manager~~Department for receipt of the prepaid fee or the veterinarian's fee for administering the ~~vaccination~~Vaccination, whichever is less.

(b) A person who adopts a dog or cat under this ~~division (D)~~subsection (G) commits an offense if he ~~knowingly~~ fails to obtain a rabies ~~vaccination~~Vaccination for such animal within the age limits required in this ~~division (D)~~subsection (G).

(c) It shall be presumed that the person failed to have the animal vaccinated when it turned 16 weeks of age, if within ~~seven business~~ten (10) days of the animal turning 16 weeks of age, the ~~owner~~Owner has not presented proof of ~~vaccination~~Vaccination to the Animal Care and Control ~~Manager~~Department. Proof shall be in the form of a receipt from the licensed veterinarian ~~administering~~who administered the vaccine.

(d) The Animal Care and Control ~~Manager~~Department shall be authorized to ~~reimpond~~impound the adopted dog or cat under this ~~division (D)~~subsection (G) if the ~~vaccination~~Vaccination is not obtained within the time required ~~age limits~~by subsection (a) above. In such case there shall be no refund of the adoption fee, and ownership of the animal shall revert to the city.

(2) *License fee.*

(a) Within ~~one week~~ten (10) days after a dog or cat, which was under 16 weeks old when adopted, is vaccinated against rabies, the adopting person shall furnish to the Animal Care and Control ~~Manager~~Department the original adoption receipt and proof of ~~vaccination~~Vaccination to receive the city license.

(b) The adopting person shall pay the Animal Care and Control ~~Manager~~Department the license fee as ~~set out~~established in § 90.23.1 ~~if the~~ Master Fee Schedule adopted by the City Council, as amended from time to time, at the time the person receives the city license. ~~animal is to remain within the corporate city limits of Mansfield.~~

~~(3) Core vaccine fee.~~

~~— (a) In the event an adopted dog or cat age six weeks or older is not vaccinated against Canine Distemper (CDV), Infectious Canine Hepatitis (ICH), Canine Parvovirus (CPV), Canine Parainfluenza Virus, Feline Viral Rhinotracheitis (FVR), Feline Calicivirus (FCV), or Feline Panleukopenia (FPL) there will be a core vaccination fee at an amount set by the City Council.~~

~~— (b) Upon payment of the core vaccination fee, the dog or cat will be provided such service by the Animal Control Manager.~~

~~— (c) In the event the adopted dog or cat is under six weeks of age, a voucher will be presented to the adopting person which the person may present to Animal Control, for rendering such service, upon the adopted dog or cat reaching six weeks of age.~~

~~(4) Microchip fee.~~

~~— (a) In the event an adopted dog or cat does not have microchip identification there will be a microchip implantation at a fee at an amount set by the City Council.~~

~~— (b) Upon payment of the microchip fee, the dog or cat will be provided microchip implantation by the Animal Control Manager.~~

~~(E. (H) Sterilization.~~

(1) *Written agreement.* A person adopting a dog or cat that has not been sterilized shall sign a written agreement that they will have the animal sterilized:

(a) Within ~~thirty (30)~~ days after adoption if the dog or cat is an adult; or

(b) Within ~~thirty (30)~~ days after a specified date ~~determined by the Animal Care and Control Department. Said specified date is to be the date, as~~ estimated by the Animal ~~Care and Control Manager to be the date~~Department, an adopted infant female dog or cat becomes six months old or an adopted infant male dog or cat becomes eight months old.

(2) *Fee.*

(a) A person adopting an unsterilized animal shall pay the Animal ~~Care and Control Manager~~Department a sterilization fee. ~~The fee shall be~~ in an amount ~~set established in the Master Fee Schedule as adopted~~ by the City Council, ~~as amended from time to time~~, and shall receive a spaying or neutering voucher ~~stating the date by which the animal must be sterilized.~~

(b) ~~Within~~~~Before~~ the sterilization date, the adopting person shall present the voucher to ~~the~~ licensed veterinarian who ~~performed~~~~shall perform~~ the sterilization of the adopted animal.

(c) The veterinarian shall present ~~the certificate~~ a spaying or neutering voucher to the Animal ~~Care and Control Manager, Department~~ along with a statement verifying that the animal was sterilized, for receipt of the prepaid fee or the veterinarian's fee, whichever is less.

(3) *Offense.*

(a) A person who signs a sterilization agreement commits an offense if he fails to have the animal sterilized on or before the sterilization completion date stated in the agreement, unless the adoptive parent/adopting person provides information to the Animal Care and Control Department as set out by subsection (H)(4), below.

(b) If the sterilization date falls on a Saturday, Sunday or legal holiday, the deadline is extended to the first day that is not a Saturday, Sunday or legal holiday.

(c) The Animal Care and Control Manager Department may extend the sterilization deadline for thirty (30) days upon presentation by the adopting person of a written report by a licensed veterinarian stating that the life or health of the adopted animal may be jeopardized by surgery. There is no limit to the number of extensions that may be granted under this division (E)subdivision (H).

(4) *Confirmation of sterilization.*

(a) A person who signs a sterilization agreement shall deliver to the Animal Care and Control Manager Department a letter signed by the veterinarian who performed the surgery. The letter shall be delivered in person or by mail not later than the seventh (7th) day after the date on which the animal was sterilized. The letter shall state that the animal has been sterilized, briefly describe the animal and provide the date of sterilization.

(b) If an adopted animal dies on or before the sterilization completion date, the adopting person shall deliver to the Animal Care and Control Manager Department a signed letter stating that the animal is dead. The letter shall be delivered not later than seventeen (10) days after the date of the animal's death, and shall describe the cause of death if known and provide the date of death. This letter shall be in lieu of the letter required in division (E)H(4)(a) of this section.

(c) If an adopted animal is lost or stolen before the sterilization date, the adopting person shall deliver to the Animal Care and Control Manager Department a signed letter stating that the animal is lost or stolen. The letter shall be delivered not later than seventeen (10) days after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the approximate date of disappearance. This letter shall be in lieu of the letter required in division (E)H(4)(a) of this section.

(5) *Prosecution.*

(a) If the Animal Care and Control Manager Department does not receive a letter under division (E)H(4) of this section before the expiration of the seventh (7th) day after the sterilization completion date, hethe Animal Care and Control Department shall file a complaint against the adopting person in the Mansfield Municipal Court.

(b) In a prosecution of a person for failing to sterilize an adopted animal by the sterilization completion date, it shall be presumed that the failure of such person to deliver to the Animal Care and Control Manager Department a letter required by division (E)G(4) of this section is the result of

the person's refusal to have the adopted animal sterilized. The person may rebut this presumption at trial with the proof required by division (E)(4) of this section.

(6) *Reclamation of animal.*

The Animal Care and Control ~~Manager~~Department may reclaim an adopted animal after the expiration of the seventh (7th) day after the sterilization completion date, if the Animal Care and Control ~~Manager~~Department has not received a letter as outlined in division (E)(4) of this section. In such case there shall be no refund of the adoption fee, and ownership of the animal shall revert to the city.

§ 90.06 LIVESTOCK AND LIVESTOCK PERMITS.

~~—(A) The keeping of livestock on any property within the City of Mansfield must comply with the regulations of the Zoning Ordinance.—~~

(1) (A) Permits will only be issued by the Animal Care and Control Department for Livestock that are kept in conformance with the regulations in this chapter.

~~—(2) The provisions of the Zoning Ordinance related to livestock shall be enforced by the Code Compliance Department.~~

—(B) It shall be unlawful and illegal for any person owning or having control over any Livestock to allow the same to be At-Large unattended on any public property, on any public right-of-way, or on the property of another without the consent of such other person.

—(C) It shall be unlawful and illegal for any person owning or having control over any Livestock to keep said Livestock within the corporate limits of the City of Mansfield, regardless of whether Livestock are kept for personal use or for commercial purposes, unless a Livestock permit has been obtained from the Animal Care and Control Department as designated within this chapter.

~~—(D) In order to obtain a livestock permit, an owner of livestock shall complete an application and be required to pay a one-time permit fee established by City Council to register his/her property and to describe the type and number of livestock thereon.~~

~~—(E) Any person obtaining a livestock permit will be issued a permit sign and will be required to post and maintain prominently said sign at the main entrance to the property where the livestock is kept.~~

(D) In order to obtain a Livestock permit, an Owner of Livestock shall complete an application on a form prescribed by the Animal Care and Control Department, registering their property with the City and describing the type of Livestock and the number of Livestock which shall live thereon. In completing the Livestock application, the Owner of Livestock shall be required to pay a one-time permit application fee. The fee shall be set at an amount established in the Master Fee Schedule as adopted by the City Council, and as amended from time to time. A Livestock permit is valid for one year starting January 1 until December 31 of the same year. Mid-year application for a Livestock permit shall be valid from the time of permit fee payment and the application has been

approved, through December 31 of the same year. Thereafter, a Livestock permit shall be valid from January 1 to December 31 of the year of issuance.

~~—(F) All livestock permits will be required to be renewed on an annual basis (12 months from date of issuance). Livestock owners will not be required to pay a permit renewal fee. The Animal Control Manager shall send a form annually to each registered owner, at the designated (last known) mailing or email address, seeking updated registration information for permit renewal.~~

(E) All Livestock permits shall be renewed on an annual basis. The permit renewal shall be on a form prescribed by the Animal Care and Control Department, and shall be filed with the Animal Care and Control Department by January 1 each year. Current Livestock permit holders shall not be required to pay a permit renewal fee provided they have complied with the filing requirements under this subsection. Notice for renewal may be provided to the permit holder by the Animal Care and Control Department by mail to the designated (last known) mailing or email address, as provided in the previous years' Livestock permit application. Failure to renew the Livestock permit by January 1 shall result in citation. A Livestock permit that has lapsed for failure to renew will be reinstated upon completion of a new permit application and payment of the permit application fee.

(F) Livestock permits may be denied or revoked holders may receive penalties as permitted within this Chapter for any of the following reasons:

~~(1) Health or safety issues.~~

~~(2)(1) Animal cruelty or neglect as defined in Tex. Penal Code § 42.09.~~

~~(3)(2) More than three violations of Livestock At-Large within a calendar year.~~

~~(4)(3) Failure to obtain a livestock permit within ten business days fifteen (15) calendar days of placing Livestock on property within the city.~~

~~(5) Failure to maintain or post the issued permit sign.~~

~~—(H) If a livestock permit is denied or revoked, the applicant or permit holder will have 30 calendar days from the date of denial or revocation to remove any and all livestock from the city limits or said livestock may be impounded by the Animal Control Manager. Failure to renew a permit, in accordance with this chapter, shall presumptively be considered a revocation.~~

~~—(I) A person denied or having a permit revoked may appeal the denial or revocation as set out in § 90.20.~~

§ 90.07 ~~SWINE AND POTBELLIED PIGS.~~

(A) The keeping of livestockPotbellied Pigs on any property within the City of Mansfield must comply with the regulations of the Zoning Ordinance.

(B) It shall be unlawful for any person to keep, Harbor or raise more than two ~~potbellied pigs~~Potbellied Pigs on any one tract or lot within the city.

(C) It shall be unlawful for any person to breed, sell, give away, or release a ~~potbellied pig~~Potbellied Pig in any ~~one~~ location within the city.

(D) It shall be unlawful for any person to keep a ~~potbellied pig~~Potbellied Pig outdoors other than at those times necessary for the elimination of waste materials, eating, or exercise, and no ~~potbellied pig~~Potbellied Pig may be outside more than two hours during a 24-hour period. All outdoor areas must be kept clean and free of excess waste material.

(E) Potbellied ~~pigs~~Pigs are subject to all applicable sections of this chapter including the requirements of this chapter which ~~prohibit animals at large~~address animals At-Large, Nuisances, permitting, impoundment, enforcement, care and humane treatment, rabies and quarantine, and penalties.

(F) It shall be unlawful for any person to keep a ~~potbellied pig~~Potbellied Pig at any location within the city unless such person has first paid an annual ~~registration~~permit fee and filed a ~~registration~~permit application with the Animal ~~Control Division~~Care and Control Department. The annual permit fee shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time. A Potbellied Pig permit is valid for one year starting January 1 until December 31 of the same year. Mid-year application for a Potbellied Pig permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a Potbellied Pig permit shall be valid from January 1 to December 31 of the year of issuance. Each permit application must include the following:

- (1) Name, street address and phone number of the ~~owner~~Owner;
- (2) Evidence that the animal has been spayed/or neutered;
- (3) Name and description of the animal;
- (4) Approximate weight, height and age of the animal; and
- (5) Animal's general health.

(G) All Potbellied Pig permits shall be renewed on an annual basis. The permit renewal shall be on a form prescribed by the Animal Care and Control Division, and shall be filed by January 1 each year. Potbellied Pig Owners shall not be required to pay a permit renewal fee. Notice for renewal may be provided by the Animal Care and Control Department by mail to the designated (last known) mailing or email address. Failure to renew shall forfeit the Potbellied Pig permit. A Potbellied Pig permit that has lapsed for failure to renew will be reinstated upon completion of a new permit application and payment of the permit application fee.

§ 90.08 KEEPING OF FOWL. __

—(A) ~~The keeping of fowl~~ Domestic Fowl on any residential properties shall meet the following conditions:

(1) For any lot size, if the distance between the exterior side of the Coop on the property within the City of Mansfield must comply with the regulations of the Zoning Ordinance and the exterior side of the primary residential structures on all adjacent properties is less than fifty (50) feet, no fowl may be kept on the property.

(2) For any lot size, if the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is fifty (50) feet or greater but less than seventy (70) feet, no more than six (6) Domestic Fowl shall be kept.

(3) For properties in which the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is seventy (70) feet or greater:

a. If the property is less than one half (1/2) acre, no more than ten (10) Domestic Fowl shall be kept.

b. If the property is greater than one half (1/2) acre but less than three quarters (3/4) of an acre, no more than fifteen (15) Domestic Fowl shall be kept.

c. If the property is greater than three quarters (3/4) of an acre but less than one (1) acre, no more than eighteen (18) Domestic Fowl may be kept.

d. If the property is greater than one (1) acre, no more than twenty-five (25) Domestic Fowl may be kept.

~~(B) The provisions of the Zoning Ordinance related to fowl shall be enforced by the Code Compliance Department.~~

~~(C) A person commits an offense if he/she the person:~~

~~(1) Keeps or maintains more than four fowl on one half acre or less or at a distance closer than 50 feet from any habitation located on another's property;~~

~~(2) Keeps or maintains more than ten fowl on more than one half acre but less than one acre at a distance closer than 50 feet from any habitation located on another's property;~~

~~(3) Keeps or maintains 25 fowl or more on one acre or more at a distance closer than 50 feet from any habitation located on another's property;~~

~~(4) (1) Fails to keep any duck, goose, or swan from being at-large; however, all ducks, geese, or swans found within the parks of the city are hereby exempted;~~

~~(5) Fails to keep any chicken, pea fowl, turkey, or guinea fowl contained within a co-op or pen; Coop or Exercise Yard at any time, except:~~

~~a. (6) When being removed to be transported to, or returned from, a location off the property; or,~~

b. During daylight hours when they are under the direct supervision of an adult, provided that they are enclosed within a perimeter fence at a height which would prevent them from becoming At-Large; or,

c. When being temporarily confined in a garage or indoor space during periods of extreme weather or brooding.

(3) Constructs or maintains a Coop or Exercise Yard that fails to comply with the requirements of this chapter and all zoning requirements for accessory buildings.

(4) Keeps or maintains roosters except with written permission of the Animal Control Manager within a Poultry Farm; and

—(7)(5) Keeps or maintains fowl within 100 feet of any private water well.

—(D)(C) In connection with all of the above, the premises and facilities used for the keeping of ~~fowl~~ Domestic Fowl authorized to be kept under any of the provisions of this section must be kept in such a manner as to prevent the emission of odor or noise offensive to persons of ordinary sensibilities in the neighborhood or the existence of any nuisance dangerous to so as not to endanger the public health, safety or welfare of others, or become a public Nuisance. This shall include:

(1) Hay, grain, feed, and all other food sources shall be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;

(2) Manure and soiled bedding material shall be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents or insects;

(3) Food scraps, kitchen scraps, or other perishable food items shall not be fed on the ground or in any container other than an impervious container or on an impervious platform; and,

(4) Domestic Fowl meat byproducts may not be sold or offered to be sold.

(D) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of Domestic Fowl on such property.

§ 90.09 ANIMALS AT-LARGE.

(A) A person commits an offense if ~~he~~the person fails to keep an animal ~~he~~the person owns from being ~~at-large~~At-Large or fails to keep an animal under restraint in a securely enclosed or confined area and in a manner that will isolate the animal from the public.

(B) It is an exception to division (A) of this section that the animal was a ~~police service animal~~Police Animal under the supervision of a peace officer in the performance of his official duties.

(C) Each animal in violation of this section constitutes a separate offense.

§ 90.10 DANGEROUS WILD ANIMALS.

- ~~—(A)—~~ It shall be unlawful to keep any ~~dangerous wild animal~~ Wild Animal inside the city.
- ~~—(B)—~~ It shall be an exception that a ~~dangerous wild animal~~ Wild Animal may be kept within the city only during the time a performing animal exhibition or circus is performing ~~or for~~ a maximum of thirty (30) days, and the ~~dangerous wild animal~~ Wild Animal must be under the care and control of a bona fide performing animal exhibition or circus.

~~§ 90.11 DANGEROUS ANIMALS.~~

- ~~—(A)—~~ A person learns that the person is the owner of a dangerous animal when:
 - ~~—(1)—~~ The owner knows of an attack as described in § 90.01, definition of DANGEROUS ANIMAL; or
 - ~~—(2)—~~ The owner is informed by the Animal Control Manager that the animal is a dangerous animal.
- ~~—(B)—~~ If a person reports an incident described in § 90.01, definition of DANGEROUS ANIMAL, the Animal Control Manager shall investigate the incident. If, after receiving the sworn statements of any witnesses, the Animal Control Manager determines that the animal is a dangerous animal, he shall notify the owner of that fact.
- ~~—(C)—~~ An owner, not later than the fifteenth business day after the date the owner is notified that an animal owned by the owner is a dangerous animal, may appeal the determination of the Animal Control Manager to Municipal Court.
- ~~—(D)—~~ The owner of the animal shall be required to remand custody of the dangerous animal to Animal Control pending the outcome of any appeal. The owner shall be required to pay fees associated with the care and boarding of the animal while the appeal is pending. If such animal is not surrendered to the city, the Animal Control Manager and/or staff may obtain a warrant to seize such animal.
- ~~—(E)—~~ If the court upholds the dangerous animal determination on appeal, the Animal Control Manager shall maintain custody of the dangerous animal until the owner arranges for the dangerous animal to be removed from the city or until the owner relinquishes ownership of the dangerous animal to the city for humane euthanasia. If the dangerous animal is removed from the city, the owner will be required to provide an exact address that the dangerous animal will be relocated to, and the proper authorities for the jurisdiction will be notified by the Animal Control Manager.
- ~~—(F)—~~ If any dangerous animal found in violation of any provision of this section cannot be taken up and impounded with reasonable safety for the person attempting the same, such animal may be slain by any peace officer or animal control officer.
- ~~—(G)—~~ The animal control officer or any peace officer shall be authorized to obtain a search and seizure warrant if there is reason to believe that a dangerous animal ordered removed from the city has not been so removed or has been returned to the city. Any person within

~~the city limits of Mansfield found to be in possession of any animal that has been determined "dangerous" by the Animal Control Manager shall be in violation of the dangerous animal order.~~

§ 90.11 SLAUGHTERING OF ANIMALS.

(A) The slaughter or butcher of an animal or fowl must not be in public view.

(B) To prevent odor and attraction of scavengers or pests, all waste material produced from the slaughter or butcher of animals, fish or fowl (blood, hide, pelt, skin, feathers, entrails, scales, bones, feet, head, carcass, etc.) must be placed in sealable containers or double bagged in plastic bags of sufficient size and strength to contain the waste material.

(C) Waste material from the slaughter or butchering of animals, fish or fowl shall not be stored in public view and shall be disposed of per city ordinance.

(D) No animals shall be slaughtered for any purpose other than as food for personal consumption.

(E) It shall be unlawful to haul, carry, or transport any slaughtered or dead animals or meat on, along, or upon any street, alley, highway, park, or other public grounds within the corporate limits of the city without having the same covered and protected from public view and screened from insects, germs, and dust.

§ 90.1213 NUISANCES.

(A) The following actions are considered to be a ~~nuisance~~Nuisance and shall be unlawful:

(1) No female animal in heat shall be allowed upon any street, avenue, highway, alley, sidewalk, parkway, park or other public place within the city, unless such animal is under the control of the ~~owner~~Owner or any other person, either by leash, cord, chain or otherwise, and only for the minimal amount of time necessary for female animal to defecate or urinate. Should female animal create or cause a ~~nuisance~~Nuisance as described in any other division of this section, the person in control of the female animal shall be found to be in violation of division (B) of this section.

~~(2) The keeping of any animal, which, by causing frequent or long continued barking, crying or~~
Animal Noise Nuisances

(a) Barking dog means a dog that barks, bays, cries, howls or makes any noise that shall disturb for an extended period of time to the disturbance of any person of ordinary sensibilities at any time of day or night, regardless of whether the dog is physically situated in the vicinity is prohibited or upon private property. Such extended period of time shall consist of incessant barking for 30 minutes or more in any 24-hour period, or intermittent barking for 60 minutes or more during any 24-hour period.

(i) Exception: A dog shall not be deemed a "barking dog" for purposes of this article if, at any time the dog is barking, due to a person trespassing or threatening to

trespass upon private property in or upon which the dog is situated, or when the dog is being provoked.

(b) Any animal, other than a dog or Livestock animal, creates a Nuisance when it makes a noise which emanates from the animal and such noise occurs for an extended period of time to the disturbance of any person at any time of day or night. Such extended period of time shall consist of incessant noise for 30 minutes or more in any 24-hour period, or intermittent noise that accumulates to a total of 60 minutes or more during any 24-hour period.

(c) Responsible person for a violation of this section includes:

_____ (i) A person who allows a barking dog or animal Nuisance violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog or Nuisance animal;

_____ (ii) A person whose agent, employee, or independent contractor allows a barking dog or animal Nuisance violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog or Nuisance animal; and

_____ (iii) A person who is the Owner of, and a person who is a lessee or sub-lessee with the current right of possession of, real property in or upon which a barking dog or Nuisance animal violation occurs.

(3) The keeping of any non-Livestock animal ~~or insect~~ in such a manner so to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or are considered to be a hazard to any other animal or human being; or by continued presence on the premises of another is prohibited.

(4) All non-Livestock animal ~~pens, stables or~~ enclosures in which any animal may be kept or confined which, from use, have become offensive to a person of ordinary sensibilities are prohibited.

(5) It shall be unlawful for any person in the city to cause to be placed or place on the premises of any other person, or in any of the streets or other public ways, a dead animal, either wild or domesticated, or any dead fowl, either wild or domesticated, or allow to remain on his or her premises a dead animal, either wild or domesticated.

~~— (6) The owner of any animal who permits, takes, or causes such animal to be on any sidewalk, park, or other public place shall clean up any waste created by such animal and remove it to an appropriate trash disposal location.~~

~~— (6) An animal Owner shall not allow or cause to be allowed their animal to walk along public property without a hand held leash restraint under the Direct Physical Control of a capable person, and shall not guide or take animals onto the yards or driveways of properties not owned, leased, or occupied by the animal Owner for the purpose of allowing the animal to defecate, but shall keep the animal in the public right-of-way, and shall carry a container and implement for the sanitary~~

removal of the animal's fecal matter from the public sidewalk and public right-of-way adjacent to any property with a structure or other improvements thereon. If the animal(s) does defecate on someone else property that is not owned by the Owner, the Owner must pick up the feces immediately.

(B) It is unlawful to create or allow a ~~nuisance~~Nuisance as defined herein. Any person who creates or allows a ~~nuisance~~Nuisance is deemed guilty of a misdemeanor and, upon conviction, is subject to a fine, as authorized by other sections of this chapter and references to the Code of Ordinances of the city.

(C) A continuing public ~~nuisance~~Nuisance in this section is defined as an irresponsible action of ownership or control of an animal(s) that endangers the public health, public safety or public welfare; an action that offends the public morals; or an action that endangers life or health, gives unreasonable offense to the senses, or obstructs the reasonable and comfortable use of another's property. If the Animal Care and Control Manager~~Department~~ determines that a continuing public ~~nuisance~~Nuisance exists, one which is detrimental to the public health, safety, and welfare and one which continues unabated despite enforcement efforts, ~~he~~the Animal Care and Control Department may take action to abate such ~~nuisance~~Nuisance.

(1) If the Animal Care and Control Manager~~Department~~ determines that such public ~~nuisance~~Nuisance exists unabated, the Animal Care and Control Manager~~Department~~ may determine that a continuing public ~~nuisance~~Nuisance exists. ~~He~~The Animal Care and Control Department may investigate any report of perceived ~~nuisance~~Nuisance, and may interview witnesses as ~~he~~the manager may determine necessary. ~~He~~The Animal Care and Control Department shall make a disposition determination based on the necessity to preserve the public health, safety, and welfare of the community. This determination shall be one of the following:

- (a)— Impoundment of the animal(s) that is the source of the continuing public ~~nuisance~~Nuisance and the adoption of the animal(s), except that the ~~owner~~Owner, his/her agents or representatives, or family members may not adopt the animals adjudged a continuing public ~~nuisance~~Nuisance;
- (b)— Impoundment and humane ~~destruction~~euthanasia of the animal(s) that is the source of the continuing public ~~nuisance~~Nuisance; or
- (c)— Removal of an animal(s) determined to be a continuing public ~~nuisance~~Nuisance from the city.

(2) Upon determination, the Animal Care and Control Manager~~Department~~ shall notify the animal ~~owner~~Owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal, as outlined in Section 90.20(B).

(3) Notice shall be mailed certified mail, return receipt requested, to last known mailing address of the ~~owner~~Owner or person in control of the animal(s), or delivered in person.

(4) An ~~owner~~Owner or person in control of the animal(s), not later than ~~ten business~~fifteen (15) calendar days after the date such person is notified that an animal(s) is a continuing public ~~nuisance~~Nuisance, may appeal the determination of the Animal Care and Control ~~Manager~~Department to the Municipal Court.

(5) The ~~owner~~Owner or person in control of the animal(s) determined to be a continuing public ~~nuisance~~Nuisance shall remove such animal(s) from the city within ~~ten business~~fifteen (15) calendar days of such notification by the Animal Care and Control ~~Manager~~Department or within 48 hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense.

(6) If the ~~owner~~Owner or person in control of such animal(s) fails to remove such animal(s) as provided for by the order of the Animal Care and Control ~~Manager~~Department or the court, such animals may be impounded and put up for adoption or humanely ~~destroyed~~Euthanized.

(7) The ~~owner~~Owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) that is outside the city limits of Mansfield to the Animal Care and Control ~~Manager~~Department in writing within ~~ten business~~fifteen (15) calendar days after the expiration date for removal of such animal(s) from the city. Each day thereafter that such information is not provided shall constitute a separate offense.

(8) The Animal Care and Control ~~Manager~~Department shall be authorized, after due process, to obtain ~~an administrative~~search and seizure-warrant for the purpose of enforcing this section.

§ 90.14 FEEDING OF WILD, STRAY, OR FERAL ANIMALS PROHIBITED

(A) It shall be unlawful for any person to feed Wild Animals, Stray animals or Feral animals, regardless of age, sex or temperament. It shall also be unlawful for any person to place food of any kind with the intent to feed Wild, Stray, or Feral animals or to leave, store or maintain food of any kind in a manner or area accessible to Wild, Stray, or Feral animals including:

(1) On any vacant or undeveloped property or tract of land in any zoning ~~area~~district;

(2) On property not owned or occupied by the person feeding or attempting to feed ~~said~~ Wild Animals, or Stray animal, or Feral animals; and

(B) On any fenced or unfenced property, even if owned or occupied by the person feeding or attempting to feed said Wild Animals, or Stray animal, or Feral animals. This section shall not apply to:

(1) Animal Care and Control Officers or police officers for the City of Mansfield during the course of their official duties or a person caring for an infant or injured Wild Animal that is not capable of surviving on its own and said person possesses a valid Texas State Parks and Wildlife Rehabilitation Permit and said Wild Animal is kept in a secure manner and in accordance with all other city ordinances and state laws;

(2) Birdfeeders used for the sole purpose of feeding wild birds within the boundaries of a person's owned or occupied property, or the feeding of water fowl within Mansfield city parks; and

(3) Any person who is using food as an attractant to live trap a Wild Animal, a Stray or Feral animal in a legally authorized or permitted manner.

(C) If upon investigation, an Animal Care and Control Officer or police officer for the City of Mansfield determines that a person is in violation of this section, the Animal Care and Control Officer or police officer at their discretion may issue a warning or citation and time frame for compliance to said person.

§ 90.15 HUMANE TRAPPING.

(A) All citizens person trapping Nuisance wildlife, including Feral cats, shall have a Humane Trap agreement in place with the Animal Care and Control Department, even if the Humane Trap is citizenprivately owned. The Humane Trapping agreement must be completed and returned to Animal Care and Control Department before trapping begins and may be delivered by email, online, or in person to the Animal Care and Control Department., Such agreement shall be considered executed after receipt and confirmation by the Animal Care and Control Department.

(B) Humane Trapping is not permitted for wildlife that is behaving normally or which does not present a danger to public health. Seeing wildlife or smelling skunks shall not be considered a Nuisance. Wildlife that has burrowed into homes, foundations, crawl spaces, attics, under sheds, or other areas of a dwelling shall be considered a Nuisance.

(C) Humane Traps shall only be allowed from Sunday through Thursday between the hours of 9:00 p.m. and 8:00 a.m. Humane Traps may be set between Monday through Friday between the hours of 8:00 a.m. to 4:00 p.m. provided the individual that is trapping is checking the trap every hour. Traps are only serviced by the Animal Care and Control Department Monday through Friday from 8:00 a.m. to 4:30 p.m.

(D) Humane Traps shall not be set on Saturdays, holidays, or days immediately preceding holidays, during Inclement Weather, when ambient outside air temperature measures above 90 degrees Fahrenheit, or when ambient outside air temperature measures below 35 degrees Fahrenheit.

(E) Humane care shall be provided for any trapped animals, including the provision of food, water and protection from Inclement Weather.

(F) Humane Traps may be lent out from the The Animal Care and Control Department may lend Humane Traps for a period of not more than seven (7) days. Humane Traps shall be lent out in person at the Animal Care and Control Department. The individual person who is trapping must come to the Office of the Animal Care and Control Department to complete a Humane Trapping agreement and be provided a Humane Trap. No deposit is required to borrow a Humane Trap, but said trap must be returned on the date specified or the recipient of the Humane Trap shall be

subject to prosecution under the State of Texas Penal Code Section 31.03- Theft, which is classified as a Class "C" misdemeanor and punishable by a fine not to exceed five hundred (\$500) dollars.

(G) Individuals are not allowed to release any animal from a Humane Trap unless approved by an Animal Care and Control Officer or any other staff under the Animal Care and Control Department.

(H) ~~Individuals are~~ A person is only allowed to humanely trap on their own private property. Individuals are not allowed to trap on public property or property they do not own. In the event any animal traps are discovered on public property, said traps shall be declared to be abandoned, and the Animal Care and Control Department are hereby authorized and directed to seize any such trap and process the same as abandoned property in accordance with the applicable provisions of state law and city procedures.

(I) ~~Individuals that are~~ A person who is humanely trapping shall call Animal Care and Control Department promptly if an animal is in a Humane Trap. Notification may be in the form of a voicemail or by telephone call to the Animal Care and Control department. Notification shall include the ~~individual's~~ person's full name, address, phone number, type of animal caught, and where the Humane Trap is located. Such information is provided to allow an Animal Care and Control Officer to retrieve the trapped animal.

(J) The use of steel jaw, leg hold, snare traps or any other inhumane trap shall be prohibited.

(K) The use of any poisonous or toxic substance inside a Humane Trap as bait, lure, or attractant to entice an animal to enter such Humane Trap shall be prohibited.

(L) Any high-risk rabies animal, including any living species of fox, skunk, bat, coyote or raccoon, cannot be transported under any circumstances. Those exempt from this restriction, per Texas state law, shall be the following: peace officers; individuals hired or contracted by state or federal agencies or local government; employees of zoos or other institutions accredited by the American Association of Zoological Parks and Aquariums; educators permitted by the Texas Parks and Wildlife Department for educational display; rehabilitators permitted by the Texas Parks and Wildlife Department; or pest management professionals licensed by the Texas Department of Agriculture. If an exempt ~~individual~~ person transports such animals for release, the animals must be released within a ten-mile radius or within ten miles of the City limits of where they were originally captured, and the release must be within the county in which they were originally captured.

(M) Any person who utilizes any Humane Trap on any property within the City limits shall be deemed responsible for the health, safety, and welfare of the trapped animal concerning shade, Shelter, prevention of injury by insects, and access to adequate food and water. If an Animal Care and Control Officer observes any misuse of a live trap, including harm or death of a trapped animal, the Animal Care and Control Officer may: recover the trap (if loaned out from the City); issue a citation to the person for violation of this section or Section 90.25; or initiate an animal cruelty investigation against the person.

(N) This shall not apply to traps designed to kill common rodents, including but not limited to rats, mice and gophers. A person shall not place rodent traps on the person's property in such a manner that is likely to trap animals other than common rodents. A person must also provide proof that said trap was designed or used for common rodents only.

(O) Animal Care and Control staff and any sworn peace officer for the city is exempt from this section.

§ 90.20 APPEALING ACO DETERMINATIONS, ORDERS, AND PERMIT DENIALS AND REVOCATIONS.

(A) Upon the written request for appeal by an owner or caretaker Owner whose animal has been seized, ordered to be removed from the city, been denied a permit required in this chapter, had a permit revoked, or had restrictions placed upon the keeping of an animal, the municipal court shall set a time for an appeal hearing to determine the appropriateness of any decision. The hearing must be held not later than ten (10) business days after the date on which the appeal of the seizure or the order to remove the animal from the city decision was issued, unless agreed to by all parties.

~~(A) All appeals *Dangerous Animal Determination Appeal Hearing*~~

~~— Appeal. The hearing must be filed requested in writing not later than ten business fifteen (15) calendar days, unless otherwise stated per Texas State Law, after the animal Owner was seized or ordered removed from the city served in writing with the Dangerous Animal determination.~~

~~— (B) The appeal hearing must be filed requested with the Animal Control Manager Mansfield Municipal Court.~~

~~— (C) The Municipal Court shall give written notice of the time and place of the hearing to:~~

~~— (1) All involved department staff, Police Officers, and any other city staff deemed appropriate to receive such notification;~~

~~— The owner Owner of the animal; and~~

~~— The person who made the complaint.~~

~~— Any interested party, including the City Attorney, is entitled to present evidence at the hearing.~~

(B) *All Other Requested Hearings Appeal and Hearing Process*

(1) Hearings must be requested in writing not later than fifteen (15) calendar days after any other determination the decision made by the Animal Care and Control Department or an Animal Care and Control Officer.

(2) The hearing must be requested with the Animal Care and Control Manager.

(3) The municipal court shall give written notice of the time and place of the hearing to:

(a) All involved department staff, Police Officer, and any other city staff deemed appropriate to receive such notification;

(b) The Owner of the animal, or the person from whom the animal was seized or received the order to remove said animal from the city; and

~~—(2)-(c)~~ The person who made the complaint, if there is one.

~~—(D)-(4)~~ Any interested party, including the City Attorney, is entitled to present evidence at the hearing.

§ 90.21 PROMOTIONAL DISPLAYS; DYEING PROHIBITED.

(A) It shall be unlawful for any person to sell, offer for sale, barter, or give away as toys, premiums or novelties, baby chickens, ducklings, or other fowl under three weeks old, or rabbits under eight weeks old, unless the manner or method of display is first approved by the Animal Care and Control Manager Department.

(B) It shall be unlawful to color, dye, stain, or otherwise change the natural color of any chickens, ducklings, other fowl, or rabbits, or to possess for the purpose of sale or to be given away, any of the above-mentioned animals which have been so colored.

(C) (1) It shall be unlawful for any person to sell, exchange, trade, barter, lease, give away, or display for a commercial purpose, any live animal on any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, flea market, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized, or any property to which the public has access that does not have a valid business license allowing the sale of animals on the property.

~~—(2) It shall be unlawful for any person to receive any live animal through sale, exchange, trade, barter, lease, rent, or give away from any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, garage sale, flea market, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized, or any property to which the public has access that does not have a valid business license allowing the sale of animals on the property.~~

—(2) It shall be unlawful for any person to receive any live animal through sale, exchange, trade, barter, lease, rent, or give away from any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, garage sale, flea market, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized, or any property to which the public has access that does not have a valid business license allowing the sale of animals on the property.

(3) This section shall not apply to Animal Rescue Organizations or any other tax-exempt non-profit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals.

(4) Officers in the city's Public Health, Code City's Regulatory Compliance, Department and Public Safety Departments are authorized to investigate alleged violations of this section and to issue citations for such violations.

§ 90.22 LICENSE, VACCINATION AND MICROCHIP REQUIREMENTS.

(A) A person commits an offense if ~~he~~the person owns any dog or cat over 16 weeks of age without having such dog or cat currently vaccinated against rabies. The same animal must receive a booster within the 12-month interval following the animal's initial Vaccination and must be revaccinated against rabies at the recommended interval for booster Vaccination as established by the vaccine manufacturer.

~~—(1) The same animal must receive a booster within the 12 month interval following the animal's initial vaccination.~~

~~—(2) The same animal must be revaccinated against rabies at the recommended interval for booster vaccination as established by the vaccine manufacturer.~~

(B) A person commits an offense if ~~he~~the person owns any dog or cat over 16 weeks of age without having such dog or cat currently licensed with the city ~~and issued by the Animal Care and Control Division. City.~~ The animal license will be valid for 12 months from October to September-January 1 until December 31 of each given year. City licenses issued mid-year shall be valid from the time of issuance until December 31 of the same year. The color of the city license will change from year to year for easy visual recognition. This subsection does not apply to animals temporarily within the city for a period not to exceed fourteen (14) consecutive days. Dogs temporarily in the city will not be allowed access to the Man's Best Field Dog Park unless a city license is obtained.

(C) A person who owns a dog or cat commits an offense if ~~he~~the person fails to display on such dog or cat both a current rabies ~~vaccination~~Vaccination tag furnished by a veterinarian and a current license tag furnished by the city.

(D) A person who owns a dog or cat commits an offense if ~~he~~the person displays on such dog or cat a rabies or license tag issued to another animal.

(E) A person who owns any dog or cat over 16 weeks of age ~~having~~shall have such dog or cat ~~micro-chipped~~Microchipped, or any existing ~~micro-chip~~Microchip verified by the Animal ~~Care and Control Manager, and micro-chip~~Department. A dog or cat with a Microchip registered with a national ~~micro-chip~~Microchip data base shall receive a ~~\$5~~ discount from the annual license fee.

(F) The Animal ~~Care and Control~~ Manager~~Department~~ may revoke or deny the license of a cat or dog issued to any person who has been convicted in any duly authorized court of jurisdiction in the state, or resides with any person so convicted of any of the following:

(1) Cruelty to animals as defined in the Tex. Penal Code § 42.09, inhumane treatment, or negligence to an animal; or

(2) Conviction of four or more separate and distinct violations of an animal control ordinance of a municipality in the state within any 12-month period.

(G) A person denied such a ~~registration~~license may appeal the refusal as set out in § 90.20:~~(B)~~.

(H) Each animal in violation of this section constitutes a separate offense.

§ 90.23 IMPOUNDMENT; FEES.

(A) The City Manager shall select and establish a place for impounding all animals impounded under any provision of this chapter.

(B) Animals that may be impounded are as follows:

(1) Cats and dogs not exhibiting evidence of being vaccinated as described in §90.22 or licensed as described in §90.22.

(2) Any animal kept under conditions that could endanger the public health or public safety.

(3) Any animal that creates a ~~nuisance~~Nuisance, as defined in §-90.1213.

(4) Any animal running ~~at-large~~At-Large, as ~~stipulated~~provided in §90.09.

(5) A dog or cat that has rabies or symptoms thereof, or that a person could suspect as having rabies, or that bites, ~~scratches~~ or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being.

(6) A dog or cat that is suspected of having inflicted ~~bodily injury~~Bodily Injury on any human being or animal, or poses a threat to public safety.

(7) Any dog or cat whose license has been revoked, or ~~livestock~~Livestock that has had its permit revoked.

(8) Any animal in violation of any provisions of this chapter.

(C) Reasonable effort shall be made by the ~~animal control officer~~Animal Care and Control Officer to contact the ~~owner~~Owner of any animal impounded ~~which~~that is wearing a current ~~vaccination~~Vaccination tag or city license tag; however, final responsibility for location of an impounded animal is that of the ~~owner~~Owner.

(D) –(1) The ~~owner~~Owner can resume possession of any impounded animal upon payment of impoundment fees, handling fees, and any veterinary bills incurred by animal control for the welfare of the animal, and upon compliance with the ~~vaccination~~Vaccination and licensing provisions of this code except where prohibited in divisions (D)(2) and (D)(3) below and all other provisions of this chapter.

(2) Disposition of animals impounded on the grounds of cruel or inhumane treatment shall be determined by ~~the~~a court of competent jurisdiction.

(3) If any animal is being held under ~~quarantine~~Quarantine or observation for rabies, the ~~owner~~Owner shall not be entitled to possession until it has been released from ~~quarantine~~Quarantine.

(E) (1) The ~~animal shelter~~city shall ~~be considered~~have the ~~designated caretaker~~right, at the city's discretion, to provide necessary Vaccinations or other veterinary care, including humane euthanasia in the event of suffering during an animal's stray hold period, to an impounded animal immediately upon intake at the shelter. After the expiration of any required holding period, the ~~animal shall be considered abandoned, all ownership rights shall be transferred to the city, the~~ city shall become the ~~owner~~Owner of the animal in question, and ~~the city may dispose of the animal as it in accordance with this chapter~~deems appropriate, including humane euthanasia.

(2) Any animal ~~not reclaimed by the owner may be humanely euthanized after being~~shall remain impounded for 72 hours, except that any animal wearing a current rabies ~~vaccination~~Vaccination tag and any animal that is ~~microchipped~~Microchipped shall be impounded for not less than six ~~(6)~~ days and any animal wearing a city license tag shall be impounded for not less than ~~fifteen (15)~~ days. ~~If an animal is not reclaimed by the Owner after the applicable waiting period, all ownership rights for the animal shall transfer to the city, and the city may dispose of the animal as it deems appropriate, including humane euthanasia.~~

(3) Any impounded ~~feral~~Feral or unmanageable ~~animals~~animal, unless there is reason to believe that it has an ~~owner~~Owner, may be immediately disposed of as may be deemed appropriate by the Animal ~~Care and Control~~Manager~~Department~~ for the safety of staff caring for the animal during the impoundment period.

(4) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately ~~euthanized~~Euthanized to prevent further suffering.

(5) An ~~owner~~Owner who no longer wishes responsibility of an animal, or believes the animal to be in an ill or injured condition, may sign an Owner Surrender Form ~~allowing. Upon the signing of the Owner Surrender Form, all ownership rights for the animal shall transfer to~~ ~~be~~ the city, and the city may immediately ~~euthanized in a humane manner, provided~~dispose of the animal as it deems appropriate. Animals that no dog or cat that has have bitten a human ~~being shall be euthanized before expiration of the ten day will have final disposition determined after the rabies quarantine period. has passed or a rabies shipment has been completed.~~

(6) Any impounded animal with no form of Identification to contact the Owner that appears to be suffering from extreme injury or illness may be ~~euthanized~~Euthanized or given to a non-profit ~~humane organization~~Animal Rescue Organization for the purpose of immediate veterinary medical care, as determined by the Animal Care and Control ~~Manager~~Department. ~~This can be done prior to the expiration of the holding period if there is no form of Identification and the animal is in need of immediate medical care.~~The ownership rights of such animal shall be transferred to the City and the City shall become the Owner.

(7) After the expiration of any required impoundment period or immediately after being voluntarily released by its ~~owner~~Owner, the animal shall become the property of the city, all ownership rights for the animal shall transfer to the city, and the department may dispose of the animal by any of the following methods: adoption, transfer to another agency, reclamation, or humane euthanasia.

§ 90.23.1 FEE SCHEDULE.

~~—(A) A fee schedule for animal control related matters shall be established by the City Council to be incorporated in the policies and procedures associated with this chapter.~~

Adoptions	Spay/Neuter	\$25 (voucher)/animal
	Rabies	\$10 (voucher)/animal
	Microchip	\$20/animal
	Core Vaccine	\$5/animal
City License	Spay/Neuter	\$10/\$5 with a microchip
	Non-Spay/Neuter	\$15/\$10 with a microchip
Registration	Potbellied pig	\$25/animal
Multiple pet permit		\$25 per year
Impoundment Fees	Dogs/Cats 1st	\$20
	Dogs/Cats 2nd	\$30
	Dogs/Cats 3rd	\$45
	Boarding	\$5/day/animal
	Small	\$50/animal
Owner Relinquish		
—Pickup Fee	Licensed	\$30/animal
	Non-Licensed	\$40/animal

—Owner Drop Off	Licensed	\$20/animal
	Non-Licensed	\$30/animal
—Quarantine	Boarding	\$10/day/animal
	Testing	\$60/animal
—Microchip	Implant	\$20/animal

§ 90.24 ENFORCEMENT.

—(A) Enforcement of this ~~subchapter~~chapter shall be the responsibility of the Animal Care and Control Department, ~~Planning and Zoning~~Regulatory Compliance Department, ~~and Code Enforcement Division.~~ In the absence of an ~~animal control officer~~Animal Care and Control Officer, any department or official designated by the City Manager shall have enforcement responsibilities and authority.

—(B) Enforcement may be by the filing of a criminal complaint in the municipal court, by civil proceedings to enjoin Nuisances or violations, any other manner authorized by law, or any combination thereof.

(C) ~~Animal control officers~~Care and Control Officers shall have the authority to issue citations for any violations of this ~~subchapter~~chapter.

—(C)(D) If the person being cited is not present, the Animal Care and Control Officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, and they may be summoned to court in accordance with applicable law.

—(D)(E) It shall be unlawful for any person being issued a citation to municipal court or any civil proceeding to intentionally or knowingly fail to give an Animal Care and Control Officer their true name and address to impact their ability to appear in accordance with the terms of issuance of a citation or civil process issued by the Animal Care and Control Department, its officers, or any authorized designee by the City.

(E) It shall be unlawful for any person to interfere with ~~the animal control officer~~an Animal Care and Control Officer in the performance of duties. A person interferes with an ~~animal control officer~~Animal Care and Control Officer if ~~he/she~~the person:

(1) Releases or causes an animal to be released after an ~~animal control officer~~Animal Care and Control Officer has impounded the animal; or

(2) Physically constrains the movement of an ~~animal control officer or his/her~~Animal Care and Control Officer or the officer's vehicle or equipment by:

(a) Placing any part of the person or person's property in the way of the ~~animal control officer's~~Animal Care and Control Officer's progress in the performance of the officer's duties; or

(b) Taking or moving an officer's equipment which causes a time delay in the officer's ability to use the equipment.

(3) No person shall remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the Animal Care and Control Department.

§ 90.25 CARE AND HUMANE TREATMENT OF ANIMALS.

(A) ~~Every owner or person having care and control of any animal~~An Owner shall commits an offense if the Owner fails to provide the following for each animal under his or her care:

—(1) Sufficient ~~nutritious and wholesome~~necessary food, ~~served in clean containers,~~ to maintain the animal in a state of good health;

—(2) Clean and wholesome water, served to the animal in a clean container, ~~such water to be and~~ available to the animal at all times. Breeding of flies, mosquitos, or other insects or the growth of plant matter in any water troughs, bowls, tanks or other containers is prohibited if it effects the health of the animal;

—(3) Adequate shelter which shall allow the animal to remain dry and protected from the elements at all times and which shall provide either natural or artificial shade for the animal to avoid direct sunlight. If the ~~shelter~~Shelter is provided by enclosure, the enclosure shall allow for adequate ventilation. The floor must be constructed in a solid manner that protects the animal's feet and legs from injury;

—(4) ~~Veterinary care shall be provided as needed to prevent suffering and maintain the animal in a healthy state.~~

(4) It shall be a violation for any individual who owns or has care, custody, or control of an animal having ~~Treatment for~~ an obvious or diagnosed illness, injury, or communicable illness transmittable to animal or human, ~~to not provide the animal with treatment by a licensed veterinarian; or, failing to follow a proper treatment regime for the injury or illness;~~

(5) Basic Grooming for an animal so that it is not a detriment to the health of the animal;

(6) It shall be a violation for any individual who owns or has care, custody, or control of an animal having an ~~Treatment for~~ infestation of tick, fleas, or other parasites, ~~to not provide the animal with treatment~~ by a licensed veterinarian or with proper commercially reasonable treatment available for the infestation; and

(7) Enclosures used as an area for a dog to regularly eat, sleep, drink, and eliminate must have at least one hundred square feet (100 sq. ft.) of space for each dog six (6) months of age or older that are housed there.

(B) A person commits an offense if ~~he~~the person beats, torments, overloads, overworks, maims, disfigures, burns or scalds, mutilates or needlessly kills an animal, or if ~~he~~the person carries or transports an animal in any vehicle or other conveyance in a cruel or inhumane manner, or if ~~he~~the person permits any animal to remain in its own filth or if ~~he~~the person causes any of these acts to be done.

~~(C)~~ (C) A person commits an offense if the person exposes any known poisonous substance, whether mixed with food or not, so that the same may be attractive to any warm-blooded animal or human; except that it shall not be unlawful for a person to expose, on his or her own property or with permission of the property owner, commercially available rat poison or other pesticides appropriately placed in accordance with the labeling directions.

(D) A person commits an offense if the person causes, allows, or trains an animal to fight another animal or possesses Animal Fighting Paraphernalia or training equipment.

(E) A person commits an offense if the person carries or transports an animal in any motor vehicle, conveyance, or trailer if said vehicle fails to effectively restrain the animal so as to prevent the animal from leaving or being accidentally thrown from the motor vehicle, conveyance, or trailer. Transporting an animal in the open bed of a truck or leaving an animal in the bed of a truck during Inclement Weather shall be considered an inhumane manner of transportation.

(F) A person commits an offense if the person places or confines an animal, or allows an animal to be placed or confined, in a motor vehicle, conveyance, or trailer without adequately providing for the necessities of life, including air, food, potable water, sanitary conditions, Shelter, or protection from the heat, cold, or other environmental condition or under other circumstances that may cause Bodily Injury, Serious Bodily Injury, or death of the animal. Transporting an animal in the open bed of a truck or leaving an animal in the bed of a truck during Inclement Weather shall be considered an inhumane manner of confinement.

~~(G) It shall be unlawful for a~~ A person commits an offense ~~to~~if a person crops a dog's ears, docks a tail, removes dew claws or performs other surgical procedures on a dog or a cat except as provided by the veterinary licensing act.

~~(D)~~ (H) It shall be unlawful for a person to A person commits an offense if the person uses steel jaw or leg-hold traps.

~~(E) It shall be unlawful for an owner or other person having care and control of any animal to abandon said animal.~~

~~(F)~~ (I) A person commits an offense if the person Abandons any animal that the person has possession of at the Office of Animal Care and Control, at any other place of business, on public property, or with any person that has not consented or has revoked consent to be responsible for the care of the animal.

~~(I) It shall be unlawful for an~~ A person commits an offense if he or she is the Owner of an animal ~~to~~and fails to reclaim the animal from the Animal Care and Control Department or any person who had temporary possession of the animal.

~~(K) It shall be unlawful for a person to~~ A person commits an offense if a person confines an animal in a parked or standing vehicle in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above 85 degrees Fahrenheit or below 35 degrees Fahrenheit. It shall be *prima facie*-proof that temperature at time of violation when such temperature is verified at the Animal Care and Control Office at 407 Industrial, Mansfield, Texas. An Animal Care and Control Officer is authorized to use necessary force, including but not limited to breaking a vehicle's window, to make lawful seizures of animals pursuant to this chapter, subject to all local, state and federal laws and court orders.

~~(G)~~ (L) *Tethering animals.*

(1) A person commits an offense if ~~he tethers an~~ the person Tethers an unattended animal to a stationary object for any length of time except as allowed by divisions ~~(23)~~ (23) and ~~(34)~~ (34) of this section. Any animal that is Tethered must have access to adequate shelter, clean water, dry ground and shade from direct sunlight at all times.

~~—(2)(2) No person shall Tether a puppy, sick or injured animal, or a female dog while in estrus.~~

~~—(3)~~ (3) Restraint on the ~~owner's~~ Owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

(a) The animal's ~~owner~~ Owner maintains continuous, ~~direct physical control~~ Direct Physical Control of the animal throughout the period of restraint;

(b) The ~~tether~~ Tether is attached to a properly fitting ~~collar~~ Collar or harness and is not wrapped around the animal's neck. Choke or prong-type ~~collars~~ Collars are prohibited;

~~(c) —(c) An Owner may not Tether an unattended animal outside by use of a restraint that is composed primarily of chain, has weights attached or is not attached to a Properly Fitted Collar or harness. A person shall not Tether an animal with a tying device that weighs more than 1/10 of the animal's body weight;~~

~~(d) The tether~~ tying device (to include trolley systems) shall be attached to the animal's Collar or harness and shall be at least ten (10) feet in length and must have a swivel device on the anchor and Collar end to prevent tangling;

~~(e) No person shall Tether their dog using a Collar exceeding one and a half (1.5") inches wide for any dog weighing less than sixty pounds. Dogs weighing sixty pounds or more shall not be Tethered using a Collar exceeding two (2") inches in width;~~

~~(f) The Collar must be adjusted to provide at least the circumference of the animal's neck plus one inch;~~

~~—(g) The Tether~~ (g) The Tether is designed and placed in a manner to prevent entanglement or injury; and

(eh) The ~~tether~~Tether does not allow the animal to move outside the person's property or come within ten feet of public property if ~~tethered~~Tethered outside a fenced area.

~~(3)~~(4) A “skyline” type aerial trolley consisting of a line that is strung between two fixed points that ~~are~~are at least 20 feet apart with a down line that is at least five feet in length is allowed as long as the requirements of divisions (2)(b) and (d) of this section are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

(5) A person commits an offense if the person Tethers an animal to a stationary object or a “skyline” aerial trolley during times of extreme weather, including, but not limited to heat advisories, severe storm warnings and freeze warnings.

(6) Any animal observed by a police officer, Animal Care and Control Officer, or any individual otherwise designated by the City Manager to be in immediate harm may be removed from such situation by the quickest and most reasonable means available.

(7) During Inclement Weather, no animal is to remain on a stationary Tether or trolley system. This includes, but is not limited to, ambient outside temperatures below 32 degrees Fahrenheit or above 95 degrees Fahrenheit, severe storms, winter weather events, or any other weather that would cause undue stress on an outdoor Domestic Animal.

(8) If upon investigation, Exigent Circumstances exist and the Animal Care and Control Officer, police officer, or any individual otherwise designated by the City Manager, believe that there is imminent danger of Serious Bodily Injury or death to a human being, another animal, or the animal in question, and there is insufficient time to obtain a warrant, the officer can remove the animal(s) in question from the premises to receive care or for safe keeping.

(9) ~~It shall be unlawful for any~~ A person commits an offense if the person who has been subject to animal seizure for violations of humane care and treatment of animals, where a ruling was made in a court of law, ~~to if the person owns, Harbors, possesses, has~~ custody and control over or provide a premises to which an animal returns for food, shelter, or care within the city limits of Mansfield.

RABIES CONTROL AND BITE PROCEDURES

§ 90.35 DEFINITIONS.

The following words and terms when used in ~~this section~~Sections 90.36 – 90.39 shall have the following meanings unless the context clearly indicates otherwise:

ANIMAL.- Any live or dead mammal, domesticated or wild, excluding Homo sapiens.

~~BITE OR SCRATCH.~~ A bite or scratch from an animal that breaks the skin and is capable of transmitting rabies.

HIGH RISK ANIMAL.-Any animal that has a high probability of transmitting rabies (including foxes, bats, skunks, coyotes, and raccoons).

LOW RISK ANIMAL.-Any animal that has a low probability of transmitting rabies as determined by the Animal Care and Control ~~Manager~~Department.

§ 90.36 REPORT OF RABIES.

(A) A person commits an offense if he has knowledge of an animal bite ~~or scratch~~ of a human and fails to report said bite ~~or scratch~~ to the Animal Care and Control ~~Manager~~Department within 24 hours from the time of the incident.

(B) A person commits an offense if ~~he~~the person knows of an animal within the City limits that ~~he~~the person suspects is rabid and fails to report such animal to the Animal Care and Control ~~Manager~~Department.

(C) A report shall be written or oral and include if known, the name and address of the victim ~~and of~~, the animal's ~~owner~~Owner information, and any information which could lead to locating the victim, the animal, and the animal's ~~owner~~Owner.

(D) The Animal Care and Control ~~Manager~~Department shall investigate all reports made under this section.

(E) The ~~owner~~Owner of the biting animal ~~will~~must place that animal in ~~quarantine~~Quarantine as prescribed in ~~§ 90.37~~ 90.37 under the supervision of the Animal Care and Control ~~Manager~~Department.

(F) Humans bitten by rodents, birds and reptiles are excluded from the reporting requirements of this section.

(G) The provisions of ~~this chapter~~Sections 90.36-90.39 shall not apply to dogs trained and used by police departments, corrections departments or other ~~government service~~governmental service; however, bites that occur while the animal is not working shall be subject to placement in Quarantine as prescribed in § 90.37 under the supervision of the Animal Care and Control Department.

(H) It shall be unlawful for any Owner within the city to ~~A person commits an offense if the person conceals, sells, gives away or otherwise disposes of an animal that has bitten a human or to otherwise permit the animal to be taken beyond the limits of the city after having knowledge of the animal's having bitten a person as to cause an abrasion of the person's skin.~~

§ 90.37 QUARANTINE PROCEDURES FOR ANIMALS.

(A) The ~~owner~~Owner of an animal that has bitten a human commits an offense if ~~he~~the Owner fails to submit the animal to the Animal Care and Control ~~Manager~~Department for ~~quarantine~~Quarantine immediately upon notification by the Animal Care and Control ~~Manager~~Department of a biting incident.

(B) The ~~owner~~Owner of an animal that is suspected of being rabid commits an offense if ~~he~~the Owner fails to submit the animal to the Animal Care and Control ~~Manager~~Department for ~~quarantine~~Quarantine immediately when ordered by the Animal Care and Control ~~Manager~~Department to do so.

(C) The Animal Care and Control ~~Manager~~Department shall follow these procedures for quarantining and testing:

(1) When a dog or cat has bitten a human, the dog or cat shall be placed in ~~quarantine~~Quarantine in a facility specified by the Animal Care and Control ~~Manager~~ and approved by the Texas Department ~~and approved by the Texas Department~~ of State Health Services.

(2) When an animal, that has not bitten a human, is suspected of having rabies, it shall be placed in ~~quarantine~~Quarantine for ten (10) days in a facility specified by the Animal Care and Control ~~Manager~~Department and approved by the Texas Department of State Health Services. The Quarantine period shall be ten (10) days from the date of the bite or other exposure, and said period may only be altered under recommendation by the regional veterinarian from the Texas Department of Health.

(3) Upon the request of the ~~owner~~Owner of a dog or cat which has bitten a human, and at the sole discretion of the Animal Care and Control ~~Manager~~Department, the Animal Care and Control ~~Manager~~Department may permit home ~~quarantine~~Quarantine for the animal if the following criteria can be met:

(a) The animal was currently vaccinated against rabies at the time of the bite ~~or scratch~~;

(b) The animal was not ~~at large~~At-Large at the time of the bite;

(c) The animal's ~~owner~~Owner has secure facilities at his home for the animal which have been approved by the Animal Care and Control ~~Manager~~Department;

(d) ~~The~~An Animal Care and Control ~~Manager~~Officer or a licensed veterinarian must observe the animal on at least the first and eighth days of the ~~quarantine~~Quarantine period;

(e) If the animal becomes ill during the observation period, the person with possession of the animal must notify the Animal Care and Control ~~Manager~~Department;

(f) The ~~owner~~Owner must sign an agreement to abide by the ~~quarantine~~Quarantine rules; and

(g) At the end of the ~~quarantine~~Quarantine period, the animal shall be observed by a licensed veterinarian and the veterinarian will ~~generate a letter authorizing~~complete the form provided by

the Animal Care and Control Department and submit said form to the Animal Care and Control Department in order to authorize release ~~of the animal~~ from ~~quarantine~~home Quarantine.

(4) If the Animal Care and Control ~~Manager~~Department is in possession of a dog or cat which has bitten a human, and such animal is designated as unowned, the Animal Care and Control ~~Manager~~Department may cause such animal to be ~~ethanized~~Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(5) If the animal which has bitten a human is a high-risk animal, the Animal Care and Control ~~Manager~~Department shall cause such animal to be ~~ethanized~~Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(6) If the animal which has bitten a human is a low-risk animal, the Animal Care and Control ~~Manager~~Department shall cause the animal to be ~~ethanized~~Euthanized, and shall submit its brain for rabies diagnosis by a Texas Department of State Health Services certified laboratory if the Animal Care and Control ~~Manager~~Department has cause to believe the animal is rabid. If the Animal Care and Control ~~Manager~~Department has no cause to believe the animal is rabid, then neither quarantining nor testing will be required.

(7) If the animal, including a dog or cat, which has bitten a human, inflicted multiple bite wounds, lacerations or punctures to a person, the Animal Care and Control ~~Manager~~Department may cause the animal to be ~~ethanized~~Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(8) If the animal which has bitten a human is not included in divisions (C)(1), (C)(2), (C)(3), (C)(4), (C)(5), (C)(6) or (C)(7) of this section, the Animal Care and Control ~~Manager~~Department shall cause the animal to be ~~ethanized~~Euthanized, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(9) The Animal Care and Control ~~Manager~~Department shall cause to be ~~ethanized~~Euthanized any animal required to be quarantined under this division (C) which cannot be maintained in a secure ~~quarantine~~Quarantine, and shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(10) The Animal Care and Control ~~Manager~~Department shall follow the rules promulgated by the Texas Department of State Health Services when submitting an animal brain for testing.

(11) The Animal Care and Control ~~Manager~~Department may ~~ethanize~~Euthanize an unowned animal prior to the end of the ~~quarantine~~Quarantine, and have the brain tested for rabies.

(12) All quarantined animals shall be separated from all other animals in such a manner that there is no possibility of physical contact between animals.

§ 90.38 DISPOSITION OR RELEASE OF QUARANTINED ANIMAL.

(A) At the conclusion of the ~~quarantine~~Quarantine, the Animal ~~Services~~Care and Control ~~Department~~ shall release the quarantined animal to its ~~owner~~Owner if the quarantined animal shows no clinical signs of rabies, ~~and the Owner pays the Quarantine fee, and:~~

(1) If the ~~owner~~Owner presents an unexpired rabies ~~vaccination certificate~~Vaccination Certificate for the animal to the Animal Care and Control ~~Manager~~Department; or

(2) If the animal is vaccinated against rabies by a licensed veterinarian at the ~~owner's~~Owner's expense, and the ~~owner~~Owner presents a rabies ~~vaccination certificate~~Vaccination Certificate for the animal to the Animal Care and Control ~~Manager~~Department.

(B) The Animal Care and Control ~~Manager~~Department shall ~~euthanize~~Euthanize any animal which at the end of the ~~quarantine~~Quarantine period is determined by a veterinarian to show clinical signs of rabies.

(C) If an animal dies, is killed, or ~~euthanized~~Euthanized while in ~~quarantine~~Quarantine, the Animal Care and Control ~~Manager~~Department shall submit the animal's brain to a Texas Department of State Health Services certified laboratory for rabies diagnosis.

(D) The ~~owner~~Owner of a quarantined animal shall pay to the Animal Care and Control ~~Manager~~Department all costs of ~~quarantine~~Quarantine and disposition of the animal by fee ~~set at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time.~~ No quarantined animal shall be released until all fees have been paid, unless waived by the Animal Care and Control ~~Manager~~Department.

(E) If the ~~owner~~Owner of an animal fails to take possession of the animal before the fourth day following the final day of the ~~quarantine~~Quarantine period, the ~~animal shall be deemed abandoned, the city shall be deemed the Owner of the animal, and the~~ Animal Care and Control ~~Manager~~Department shall at ~~his~~their option place the animal for adoption or cause it to be ~~euthanized~~Euthanized.

§ 90.39 ANIMAL EXPOSED TO RABIES.

(A) The ~~owner~~Owner of an animal which has been bitten by a rabid animal or exposed by physical contact to its fresh tissues commits an offense if ~~he~~the Owner fails to report such bite or exposure to the Animal Care and Control ~~Manager~~Department within 24 hours of the incident.

(B) The ~~owner~~Owner of an animal which has been bitten by a rabid animal or exposed by physical contact to its fresh tissues commits an offense if ~~he~~the Owner fails to submit ~~his~~the animal to the Animal Care and Control ~~Manager~~Department for ~~quarantine~~Quarantine or to be ~~euthanized~~Euthanized immediately when requested to do so by the Animal Care and Control ~~Manager~~Department.

(C) If the animal which has been bitten or exposed has not been vaccinated against rabies and is an animal for which an approved vaccine exists, the Animal ~~Care and Control~~ ManagerDepartment:

(1) May cause such animal to be ~~euthanized~~ Euthanized; or

(2) May, if sufficient justification for preserving the animal exists, cause the animal to be immediately vaccinated against rabies, placed in strict isolation for 90 days, and given booster ~~vaccinations~~ Vaccinations during the third and eighth weeks of isolation. If the animal is under 16 weeks of age at the time of the second ~~vaccination~~ Vaccination, an additional booster shall be given when the animal reaches 16 weeks of age.

(D) If the animal which has been bitten or exposed was currently vaccinated against rabies at the time of the bite or exposure, and is an animal for which an approved vaccine exists, the Animal ~~Care and Control~~ ManagerDepartment:

(1) May cause such animal to be ~~euthanized~~ Euthanized; or

(2) May, if sufficient justification for preserving the animal exists, cause the animal to be given an immediate booster rabies ~~vaccination~~ Vaccination and be placed in strict isolation for 45 days.

(E) If the animal which has been bitten or exposed is an animal for which no approved rabies vaccine exists, the Animal ~~Care and Control~~ ManagerDepartment shall cause such animal to be ~~euthanized~~ Euthanized.

(F) The procedures for disposition or release of the animal following isolation shall be the same as those for disposition of an animal following ~~quarantine set forth in § 90.38.~~ Quarantine set forth in § 90.38.

ANIMAL ADVISORY COMMITTEE

§ 90.50 ANIMAL ADVISORY COMMITTEE.

~~—(A) The governing body of a county or municipality in which an animal shelter is located shall appoint an~~ (A) ~~There is hereby established~~ The City of Mansfield Animal Advisory Committee is established to assist ~~the city with~~ complying with the requirements of Tex. Health & Safety Code Chapter 823.

(B) ~~The City of Mansfield Animal Advisory Committee~~ Membership must be composed of at least one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

(C) Members ~~shall~~ are appointed by the City Council, serve for a three years term, and may be reappointed. Members may be removed by the City Council.

(D) The City of Mansfield Animal Advisory Committee shall meet at least three times a year.

DANGEROUS DOGS

§90.55. DANGEROUS INCIDENT REPORT.

- (A) A person may report a Dangerous Incident involving an animal to the Animal Care and Control Department of the city. The report must be in writing and made under oath, and the report must include the following:
- (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal Owner, if known;
 - (5) A statement of facts upon which such report or application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.
- (B) The Animal Care and Control Department, upon receipt of a report filed under this section or upon learning of a Dangerous Incident, shall investigate the Dangerous Incident and may issue sworn reports based on the Animal Care and Control Department's investigation or observation.

§90.56. FILING OF REPORT OF A DANGEROUS INCIDENT WITH COURT.

- (A) The City of Mansfield hereby elects to be governed by Section 822.0422, Texas Health and Safety Code.
- (B) A person, including the Animal Care and Control Department, may file a Dangerous Incident report involving an animal to the municipal court of the city. A report filed with the municipal court under this section must comply with the requirements of §90.55(A).
- (C) Upon the filing of a Dangerous Incident report under subsection (B), the Owner of the dog that is the subject of the report shall deliver the dog to the Animal Care and Control Department not later than the fifth (5th) day after the date on which the Owner receives notice that the report has been filed with the municipal court. The Animal Care and Control Authority shall provide for the impoundment of the dog in secure and humane conditions until the court enters an order concerning the dog.
- (D) If the Owner fails to deliver the dog as required by subsection (C), the municipal court shall order the Animal Care and Control Department to seize the dog and shall issue a warrant authorizing the seizure. The Animal Care and Control Department shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The Owner shall pay any costs incurred in seizing the dog.
- (E) The municipal court shall determine, after notice and hearing as provided in §90.61, whether the dog is a Dangerous Dog.

- (F) The court, after determining that the dog is a Dangerous Dog, may order the Animal Care and Control Department to continue to impound the Dangerous Dog in secure and humane conditions until the dog is released to the Owner upon compliance with §90.65 or the court orders the humane destruction of the dog under §90.5960.
- (G) The Owner of the dog shall pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the dog. The amount of the fees shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time.

§90.57. ANIMAL CARE AND CONTROL OFFICER DETERMINATION.

- (A) If, after performing an investigation of a Dangerous Incident and receiving the sworn statements of any witnesses, the Animal Care and Control Officer determines the animal is a Dangerous Dog, the Animal Care and Control Officer may notify the Owner in writing of the determination and require the Owner of the Dangerous Dog comply with the requirements in Section 90.59.
- (B) An Owner, not later than the fifteenth (15th) day after the date the Owner is notified that an animal owned by the Owner is a Dangerous Dog, may appeal the determination of the Animal Care and Control Officer to ~~a justice, county or the~~ municipal court ~~of competent jurisdiction.~~
- C) Upon the filing of an appeal under subsection (B), the municipal court of the city shall schedule a hearing on the appeal in accordance with §90.6162.
- (D) To file an appeal under subsection (B), the Owner must:
- (1) File a notice of appeal of the Animal Care and Control Department's Dangerous Dog determination with the clerk of the municipal court of the city, which must include the name, address, and phone number of the Owner;
 - (2) Attach a copy of the determination from the Animal Care and Control Department; and
 - (3) Serve a copy of the notice of appeal on the Animal Care and Control Department by mailing the notice through the United States Postal Service.
- (E) An appeal filed under subsection (B) shall be considered effective on the date it is postmarked by the United States Post Office or hand-delivered to the clerk of the municipal court of the city.
- (F) Upon filing an appeal under subsection (B), the Owner shall immediately deliver the animal to the Animal Care and Control Officer, and the city shall provide for the impoundment of the animal in secure and humane conditions pending an order of disposition from the municipal court of the city.
- (G) If the Owner fails to deliver the animal as required by subsection (F), the ~~municipal~~ court shall issue a warrant authorizing the seizure of the animal. The Animal Care and Control Department shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the animal. The amount of the fees shall be established in the Master Fee Schedule which shall be adopted by City Council, as amended from time to time. The animal shall remain impounded pending an order of disposition from the municipal court of the city.

~~(f) An appeal filed under subsection (f) in a justice or county court must comply with the requirements of Chapter 822, Texas Health and Safety Code.~~

§90.58. KNOWLEDGE OF A DANGEROUS DOG.

~~For purposes of this division, a person learns he or she is t~~**The Owner of a Dangerous Dog and is subject to the requirements of this chapter upon the occurrence of any of the following:**

- (1) The Owner knows of a Dangerous Incident involving the animal;**
- (2) The Owner is notified by the Animal Care and Control Officer that the animal is a Dangerous Dog; or**
- (3) The Owner is notified by the municipal court that the court has upheld the Animal Care and Control Officer's determination that the animal is a Dangerous Dog.**

§90.59 REQUIREMENTS FOR OWNER OF DANGEROUS DOG.

Not later than thirty (30) days after learning that he or she is the Owner of Dangerous Dog, the Owner shall comply with the following requirements

- (A) Register the Dangerous Dog with the Animal Care and Control Department;
- (B) Restrain the Dangerous Dog at all times on a leash in the immediate control of a person;
- (C) Confine the dog in a Secure Enclosure that does not interfere with the public's legal access to the Owner's premises and post clearly visible signs on the Secure Enclosure identifying the presence of a Dangerous Dog, which signs shall be readable from any public sidewalk or street adjacent to the property where the dog is being kept;
- (D) Not permit the dog to be outside the Secure Enclosure unless the dog is muzzled, in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal, and restrained by a substantial chain or leash, no longer than six (6) feet in length, with a capable person over the age of 18 in immediate Direct Physical Control of the chain or leash;
- (E) Have the dog micro-chipped and fitted with a tag or Collar designated by the Animal Care and Control Department;
- (F) Have the dog sterilized and provide proof of sterilization to the Animal Care and Control Department;
- (G) Allow the Animal Care and Control Department to photograph the dog;
- (H) Obtain, maintain and provide the Animal Care and Control Department proof of personal liability insurance in the amount of \$100,000.00 to cover an attack by the animal; and
- (I) Complete a responsible pet ownership or animal training program as prescribed by Animal Care and Control Department.

§90.5960. DANGEROUS DOG ORDER OF DESTRUCTION.

(A) If the municipal court orders for the humane destruction of a Dangerous Dog, the Animal Care and Control Department shall maintain custody of the Dangerous Dog, and the municipal court shall:

- (1) Find that the criteria for an order of destruction are met and order that Ownership be relinquished to the Animal Care and Control Department.
- (2) Order that the animal be humanely destroyed after a period of ten (10) calendar days from the date the order is issued.
- (3) In an order for the humane destruction of a Dangerous Dog, the municipal court shall order that the Owner pay for any applicable costs or fees related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body City Council of the city may prescribe the amount of the fees at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time.

§90.6061. FAILURE TO COMPLY.

- (A) Any person may make a sworn application to the municipal court of the city that the Owner of a Dangerous Dog has failed to comply with §90.6566 or that a Dangerous Dog has attacked a person. Upon the filing of a sworn application under this section, the municipal court of the city shall schedule a hearing on the application in accordance with §90.6162.
- (B) A sworn application under this section must include:
- (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal Owner, if known;
 - (5) A statement of facts upon which the application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.
- (C) Upon the filing of a sworn application under this section, the municipal court of the city shall order the Animal Care and Control Department to seize the Dangerous Dog and shall issue a warrant authorizing the seizure. The Animal Care and Control Department shall seize the Dangerous Dog or order its seizure and shall provide for the impoundment of the Dangerous Dog in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the Dangerous Dog. The ~~governing body of the city~~ City Council may prescribe the amount of the fees at an amount established in the Master Fee Schedule ~~adopted by the City Council~~, as amended from time to time. The Dangerous Dog shall remain impounded pending an order of disposition from the municipal court of the city.
- (D) If, after a hearing on an application filed under this section, the municipal court of the city finds that the Owner of the Dangerous Dog has failed to comply with §90.6566 or that the Dangerous Dog has attacked a person, the municipal court of the city shall order the Animal Care and Control Department to humanely destroy the Dangerous Dog, or that the Dangerous Dog be permanently removed from the city. No Dangerous Dog shall be ordered returned to its Owner more than one time. The municipal court may also order the Owner of the Dangerous Dog to pay all costs or fees assessed by the city related to the seizure, acceptance, impoundment, and destruction of the Dangerous Dog due to the sworn complaint filed under this section.
- (E) If, after a hearing on an application filed under this section, the municipal court finds that the Owner of the Dangerous Dog has not failed to comply with §90.6566 and that the Dangerous Dog has not attacked a person, the municipal court shall order that the Animal Care and Control Department immediately release the Dangerous Dog to the Owner, and the Owner shall not be responsible for the costs of seizure or impoundment of the Dangerous Dog due to the sworn complaint filed under this section.

- (F) A Dangerous Dog ordered to be humanely destroyed or permanently removed from the city shall remain impounded until the Dangerous Dog is humanely destroyed or until the Owner reclaims the Dangerous Dog under §90.6566(A).
- (G) Notwithstanding any other law or local regulation, a Dangerous Dog shall not be destroyed during the pendency of an appeal under §90.6263.
- (H) If the Owner of a Dangerous Dog seized due to a sworn application filed under this section cannot be located within fifteen (15) days after the seizure and impoundment of the Dangerous Dog, the Dangerous Dog shall be considered abandoned and the city shall be deemed the Owner of the Dangerous Dog. The municipal court shall order the humane destruction of a Dangerous Dog abandoned under this section upon application of the Animal Care and Control Department, without a hearing.

§90.6162. HEARING.

- (A) The municipal court of the city, on receiving notice of appeal under §90.56(b) or a sworn application under §90.6061(A), shall set a time for a hearing to determine whether the animal is a Dangerous Dog or whether the Owner of the animal has complied with §90.6566 or the Dangerous Dog has attacked a person. A hearing under this section must be held not later than the tenth (10th) day after the date on which the animal is seized or delivered.
- (B) The municipal court shall give written notice of the time and place of the hearing to:
 - (1) The Owner of the animal or the person from whom the animal was seized or who delivered the animal;
 - (2) The person who made the report or filed the application; and
 - (3) The Animal Care and Control Department.
- (C) Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- (D) At a hearing under this section, the municipal court shall determine the estimated costs to house and care for the impounded animal during any appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.
- (E) An Owner or the person who made the report or filed the application may appeal the decision of the municipal court of the city at a hearing under this section in the manner described by §90.6263.
- (F) An animal that is the subject of a proceeding under this division shall remain impounded throughout the pendency of any appeal of a determination or order under this division.
- (G) Any order to destroy a dog is stayed for a period of ten (10) calendar days from the date the order is issued, during which period the dog's Owner may file a notice of appeal. The municipal court may not order the destruction of a dog during the pendency of an appeal under §90.6263.

§90.6263. APPEAL OF DANGEROUS DOG ORDER.

- (A) A party to an appeal under §90.56(B) or a hearing under §90.6162 may appeal a decision that a dog is a Dangerous Dog or other order concerning a Dangerous Dog to a county court or county court at law in the county in which the municipal court is located and is entitled to a jury trial on request.
- (B) As a condition of perfecting an appeal, not later than the tenth (10th) calendar day after the date the decision is issued by the municipal court, the appellant must file a notice of appeal

and, if applicable, an appeal bond in the amount determined by the municipal court from which the appeal is taken.

- (C) Notwithstanding V.T.C.A., Government Code § 30.00014, or any other law, a person filing an appeal from a municipal court under subsection (A) is not required to file a motion for a new trial to perfect an appeal.
- (D) Notwithstanding any other law, a county court or a county court at law has jurisdiction to hear an appeal filed under this section.
- (E) A decision of a county court or county court at law under this section may be appealed in the same manner as an appeal for any other case in a county court or county court at law.

§90.6364. NOTICES.

All required notices ~~under this division~~ shall be personally delivered or deposited with the United States Postal Service, sent certified mail, return receipt requested. When the city mails a notice in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

§90.65. DANGEROUS DOG ORDERED REMOVED FROM THE CITY.

- (A) The Owner of a Dangerous Dog that is ordered to be permanently removed from the city by order of the municipal court must provide to the Animal Care and Control Department the plan for removal of the Dangerous Dog from the city and the name, address, and phone number for the place where the Dangerous Dog will be relocated outside of the city before the Dangerous Dog will be released to the Owner. Upon receipt of the required information, the Animal Care and Control Department shall release the Dangerous Dog to the Owner to be removed from the city. A Dangerous Dog ordered to be permanently removed from the city must be removed from the city within ten (10) days of the date of the order.
- (B) If the Owner does not provide the information required by subsection (a) to the Animal Care and Control Department and reclaim the Dangerous Dog within ten (10) days of the order of the municipal court of the city, the Dangerous Dog shall be deemed abandoned by the Owner and the city shall be deemed the Owner of the Dangerous Dog. A Dangerous Dog ordered to be removed from the city under this ~~division~~ section must be removed from the city within ten (10) days of the date of the order. Upon application by the Animal Care and Control Department, without a hearing, the municipal court shall order that a Dangerous Dog deemed to be abandoned under this ~~sub~~ section be humanely destroyed.
- (C) It shall be unlawful for a person to Harbor, keep, or have possession of a Dangerous Dog previously ordered to be removed from the city under this ~~division~~ section within the corporate limits of the city.
- (D) The Animal Care and Control Department or any Animal Care and Control Officer enforcing this ~~division~~ section shall seize any Dangerous Dog that has been previously ordered to be removed from the city and is found to be at any location within the corporate limits of the city. Upon seizure, the city shall provide for the impoundment of the Dangerous Dog in humane and sanitary conditions.
- (E) Upon application by the Animal Care and Control Department, without a hearing, the court shall order that a Dangerous Dog that was previously ordered to be removed from the city and later found to be in the city be humanely destroyed.

§90.66. NUISANCE DECLARED.

It is hereby declared to be a Nuisance that an Owner or other person Harbors, keeps, or maintains a Dangerous Dog in the city unless the Owner complies with the requirements of this division and, with respect to dogs, all state statutes regulating Dangerous Dogs.

§90.67. OFFENSES.

- (A) A person commits an offense if the person is the Owner of a Dangerous Dog and the Dangerous Dog makes an Unprovoked attack on another person outside the animal's enclosure and causes Bodily Injury to the other person.
- (B) A person commits an offense if the person is the Owner of a Dangerous Dog and performs an act prohibited or fails to perform an act required by this division.
- (C) A person commits an offense if the person is the Owner of a dog that attacks another Domestic Animal or Livestock and that attack causes Bodily Injury or death to the other Domestic Animal or Livestock.
- (D) A person commits an offense if the person is the Owner and the animal attacks a person or another animal and the Owner fails to notify the Animal Care and Control Department within five (5) days of the attack.
- (E) An offense under subsection (A), (B), (C), or (D) is a class C misdemeanor punishable ~~by a fine up to but not more than \$2,000.00~~ as provided in Section 10.99 of the Code of Ordinances of the City. Each day that a violation is committed or continues is a separate offense.
- (F) If a person is found guilty of an offense under this section, the municipal court may order that the animal be humanely destroyed immediately, or that the animal be permanently removed from the city. If a person is found guilty of an offense under this section for a second time, the municipal court may order that the animal be humanely destroyed immediately or that the animal be permanently removed from the city.

§90.68. DEFENSES.

- (A) It is an affirmative defense to prosecution under §90.67 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with Stray animals and has temporary ownership, custody, or control of the animal in connection with that position.
- (B) It is an affirmative defense to prosecution under §90.67 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses the dog for law enforcement or corrections purposes.
- (C) It is an affirmative defense to prosecution under §90.67 that the person is a dog trainer or an employee of a guard dog company under V.T.C.A., Occupations Code Ch. 1702.
- (D) It is an affirmative defense to prosecution under §90.67 that the person injured was teasing, tormenting, abusing, or assaulting the animal.
- (E) It is an affirmative defense to prosecution under §90.67 that the person injured was committing or attempting to commit a crime.
- (F) It is an affirmative defense to prosecution under §90.67 that the animal was protecting or defending a person, while in the person's control, from an unjustified attack or assault.

DANGEROUS ANIMALS

§90.70. DANGEROUS ANIMAL CLASSIFICATIONS.

- ~~()~~ An animal shall be designated a Dangerous Animal if it is found to have exhibited the specific behaviors that qualify the animal for one of the Dangerous Animal classifications established by this section.
- ~~()~~ The following classifications shall be established for Dangerous Animals:
- ~~(1)~~ Level 1. The animal, while at large, is found to menace, to chase, or to display threatening or aggressive behavior toward any Domestic Animal or Livestock.
 - ~~(2)~~ Level 2. The animal, while at large, is found to have caused a severe Bodily Injury to any Domestic Animal or Livestock.
 - ~~(3)~~ Level 3. The animal, while at large, is:
 - ~~a~~ found to have killed or cause the death of any Domestic Animal or Livestock; or
 - ~~b~~ a Dangerous Animal classified as a Level 2 and is found to have repeated the behavior in subsection (b)(2) after the Owner has received notice of the determination under §90.72.
- ~~()~~ In addition to the behavior identified above, an animal may be classified as a Dangerous Animal if the Owner of the animal is found to be criminally responsible for an animal under the Owners control causing injury or damage to another animal. The level of classification will be the level that would have been assigned if the injury or damage had been caused while the animal was at large.
- ~~()~~ In determining whether an animal is a Dangerous Animal under this division, the Animal Care and Control Department shall consider all relevant facts and circumstances and shall have the discretion to assign a higher or lower classification or to not find an animal to be a Dangerous Animal upon mitigating or extenuating circumstances.

§90.71. DANGEROUS ANIMAL INCIDENT REPORT.

- ~~()~~ A person may report a Dangerous Animal Incident involving an animal to the Animal Care and Control Department of the city. The report must be in writing and made under oath, and the report must include the following:
- ~~(1)~~ Name, address, and telephone number of complainant and other witnesses;
 - ~~(2)~~ Date, time, and location of the incident forming the basis of the report;
 - ~~(3)~~ Description of the animal(s) involved in the incident;
 - ~~(4)~~ Name, address, and telephone number of the animal Owner, if known;
 - ~~(5)~~ A statement of facts upon which such report or application is based;
 - ~~(6)~~ A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - ~~(7)~~ Any other relevant facts or circumstances; and
 - ~~(8)~~ A Texas state notary stamp and signature.

~~() The Animal Care and Control Department, upon receipt of a report filed under this section or upon learning of a Dangerous Animal Incident, shall investigate the Dangerous Animal Incident and may issue sworn reports based on the Animal Care and Control Department's investigation or observation.~~

~~() The Animal Care and Control Department may seize and impound an animal that is the subject of a report under subsection (a) in secure and humane conditions at the Owner's expense pending the determination of whether the animal is a Dangerous Animal if:~~

~~(1) The animal is found at large and observed exhibiting specific behavior that lead to a report under subsection (a);~~

~~(2) The animal is alleged to have exhibited Level 3 behavior; or~~

~~(3) With due diligence, Animal Care and Control Department cannot locate the Owner of the animal.~~

~~§90.72. ANIMAL CARE AND CONTROL OFFICER DETERMINATION.~~

~~() If, after performing an investigation of a report of a Dangerous Animal, the Animal Care and Control Department determines that the animal is a Dangerous Animal, the Animal Care and Control Department shall notify the Owner in writing of the determination. The notice shall include the following:~~

~~(1) That the animal was determined to be a Dangerous Animal and the animal's classification pursuant to §90.70;~~

~~(2) The requirements applicable to the animal pursuant to §90.74; and~~

~~(3) That the Owner has the right to appeal the classification pursuant to §90.73.~~

~~() An impounded animal that is classified by the Animal Care and Control Department as a Dangerous Animal must remain impounded and will not be released to the Owner until the Owner pays all fees incurred for impoundment of the animal and complies with all requirements applicable to the animal pursuant to §90.74.~~

~~() If the Owner of an impounded animal has not complied with §90.74 within thirty (30) days after a final determination is made that an impounded animal is a Dangerous Animal, then the animal becomes the property of the City and may be humanely destroyed.~~

~~() If the Owner of an impounded animal has not been located before the fifteenth (15th) day after seizure and impoundment, the Dangerous Animal shall be considered abandoned and the city shall be deemed the Owner of the Dangerous Animal and the Animal Care and Control Department may order the animal to be humanely destroyed.~~

§90.73. APPEAL OF DETERMINATION.

~~() An Owner, not later than the fifteenth (15th) day after the date the Owner is notified that an animal owned by the Owner is a Dangerous Animal, may appeal the determination of the Animal Care and Control Officer to the municipal court of the city.~~

~~() Upon the filing of an appeal under subsection (), the municipal court of the city shall schedule a hearing on the appeal in accordance with §90.78.~~

~~() To file an appeal under subsection (), the Owner must:~~

~~(1) File a notice of appeal of the Animal Care and Control Department's Dangerous Animal determination with the clerk of the municipal court of the city, which must include the name, address, and phone number of the Owner;~~

~~(2) Attach a copy of the determination from the Animal Care and Control Department; and~~

~~(3) Serve a copy of the notice of appeal on the Animal Care and Control Department by mailing the notice through the United States Postal Service.~~

~~() An appeal filed under subsection () shall be considered effective on the date it is postmarked by the United States Post Office or hand-delivered to the clerk of the municipal court of the city.~~

~~() Upon filing an appeal under subsection (), the Owner shall immediately deliver the animal to the Animal Care and Control Department, and the city shall provide for the impoundment of the animal in secure and humane conditions pending an order of disposition from the municipal court of the city.~~

~~() If the Owner fails to deliver the animal as required by subsection (), the court shall issue a warrant authorizing the seizure of the animal. The Animal Care and Control Department shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the city may prescribe the amount of the fees at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time. The animal shall remain impounded pending an order of disposition from the municipal court of the city.~~

§90.74. REQUIREMENTS OF DANGEROUS ANIMAL.

~~() Not later than thirty (30) days after learning that he or she is the Owner of Dangerous Animal, the Owner shall comply with the following requirements applicable based on the animal's classification:~~

~~(1) — Level 1 Classification. For a Dangerous Animal classified as Level 1, the Owner shall:~~

- ~~a — Confine the animal in a Secure Enclosure that does not interfere with the public's legal access to the Owner's premises;~~
- ~~b — Not permit the animal to be outside the Secure Enclosure unless the animal is restrained by a substantial chain or leash, no longer than six (6) feet in length, with a capable person in immediate Direct Physical Control of the chain or leash;~~
- ~~c — Have the animal micro-chipped and fitted with a tag or Collar designated by the Animal Care and Control Department; and~~
- ~~d — Allow the Animal Care and Control Department to photograph the animal.~~

~~(2) — Level 2 Classification. For a Dangerous Animal classified as Level 2, the Owner shall:~~

- ~~a — Confine the animal in a Secure Enclosure that does not interfere with the public's legal access to the Owner's premises;~~
- ~~b — Not permit the animal to be outside the Secure Enclosure unless the animal is restrained by a substantial chain or leash, no longer than six (6) feet in length, with a capable person in immediate Direct Physical Control of the chain or leash;~~
- ~~c — Have the animal micro-chipped and fitted with a tag or Collar designated by the Animal Care and Control Department;~~
- ~~d — Have the animal sterilized and provide proof of sterilization to the Animal Care and Control Department;~~
- ~~e — Allow the Animal Care and Control Department to photograph the animal;~~
- ~~f — Obtain, maintain and provide the Animal Care and Control Department proof of personal liability insurance in the amount of \$50,000.00 to cover an attack by the animal; and~~
- ~~g — Complete a responsible pet ownership or animal training program as prescribed by the Animal Care and Control Department.~~

~~(3) — Level 3 Classification. For a Dangerous Animal classified as Level 3, the Owner shall:~~

- ~~a — Confine the animal in a Secure Enclosure that does not interfere with the public's legal access to the Owner's premises and post clearly visible signs on the Secure Enclosure identifying the presence of a Dangerous Animal, which signs shall be readable from any public sidewalk or street adjacent to the property where the animal is being kept;~~

- ~~b— Not permit the animal to be outside the Secure Enclosure unless the animal is muzzled, in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal, and restrained by a substantial chain or leash, no longer than six (6) feet in length, with a capable person over the age of 18 in immediate Direct Physical Control of the chain or leash;~~
- ~~c— Have the animal micro-chipped and fitted with a tag or Collar designated by the Animal Care and Control Department;~~
- ~~d— Have the animal sterilized and provide proof of sterilization to the Animal Care and Control Department;~~
- ~~e— Allow the Animal Care and Control Department to photograph the animal;~~
- ~~f— Obtain, maintain and provide the Animal Care and Control Department proof of personal liability insurance in the amount of \$250,000.00 to cover an attack by the animal; and~~
- ~~g— Complete a responsible pet ownership or animal training program as prescribed by Animal Care and Control Department.~~

~~() — Once in compliance with subsection (), the Owner of a Dangerous Animal shall continue and maintain compliance with subsection () at all times, unless subject to declassification in §90.75.~~

§90.75. DECLASSIFICATION OF DANGEROUS ANIMAL.

~~() — Declassification of Level 1 or Level 2 Dangerous Animals will occur, and the restrictions required by §90.74 may be removed when the following conditions have been met:~~

- ~~(1) — Level 1 or Level 2 Dangerous Animal has been classified for one year without further incident;~~
- ~~(2) — There have been no violations of the specified regulations by the Owner; and~~
- ~~(3) — If ordered by the Animal Care and Control Department or the municipal court at the time of classification:~~
 - ~~a— The Owner provides the Animal Care and Control Department with written certification of satisfactory completion of obedience training for the Dangerous Animal with the Owner; and~~

~~b—The Owner provides the Animal Care and Control Department with written verification from a licensed veterinarian that the Dangerous Animal has been sterilized.~~

~~()—Declassification will not occur, and the restrictions required by §90.74 will not be fully removed. If a Level 3 Dangerous Animal meets the conditions set out below, the restrictions required by §90.74 shall be reduced so that the Owner no longer has to: (1) maintain and provide the Animal Care and Control Department proof of personal liability insurance in the amount of \$250,000.00 to cover an attack by the animal; and (2) post clearly visible signs on the Secure Enclosure identifying the presence of a Dangerous Animal, which signs shall be readable from any public sidewalk or street adjacent to the property where the animal is being kept. The Owner of a Level 3 Dangerous Animal shall continue to comply with all other restrictions required by §90.74. After the reduction of restrictions on a Level 3 Dangerous Animal under this section, if a violation of any of the conditions set out below should occur, the reduction will be removed, and the Owner of the Level 3 Dangerous Animal shall be required to comply with all requirements for a Level 3 Dangerous Animal under §90.74 as if the animal were newly designated. The following are the conditions for reduction of restrictions for a Level 3 Dangerous Animal:~~

~~(1) —Level 3 Dangerous Animal has been classified for two years without further incident;~~

~~(2) —There have been no violations of the specified regulations by the Owner; and~~

~~(3) —If ordered by the Animal Care and Control Department or the municipal court at the time of classification;~~

~~a—The Owner provides the Animal Care and Control Department with written certification of satisfactory completion of obedience training for the Dangerous Animal with the Owner; and~~

~~b—The Owner provides the Animal Care and Control Department with written verification from a licensed veterinarian that the classified animal has been sterilized.~~

§90.76. ORDER OF DESTRUCTION.

~~()—The Animal Care and Control Department may order that a Dangerous Animal be humanely destroyed if the animal is classified as a Level 3 Dangerous Animal and commits another specific behavior that qualifies for a Level 2 or Level 3 classification. The Animal Care and Control Department shall notify the Owner in writing of the order. The notice shall include the following:~~

- ~~(1) — A statement of the criteria that support an order that a Dangerous Animal be humanely destroyed;~~
- ~~(2) — That the animal be humanely destroyed and proof of such destruction be provided to the Animal Care and Control Department within ten (10) days; and~~
- ~~(3) — That the Owner has the right to appeal the order in accordance with §90.73.~~
- ~~(f) — An order for the humane destruction of a Dangerous Animal under this section may be appealed in the same manner as a Dangerous Animal determination under §90.73.~~
- ~~(g) — At the conclusion of the appeal hearing for an order for humane destruction of a Dangerous Animal under this section, the municipal court shall:~~
- ~~(1) Find that the animal was designated as a Level 3 Dangerous Animal and committed another specific behavior that qualifies for a Level 2 or Level 3 designation and order that the animal be humanely destroyed within ten (10) days of the order.~~
- ~~(2) Find that the criteria for an order of destruction are not met and order the return of the animal to the Owner.~~
- ~~(h) — In an order for the humane destruction of a Dangerous Animal, the municipal court shall order that the Owner pay for any applicable costs or fees related to the seizure or impoundment of the animal during the appeal.~~
- ~~(i) — Upon filing an appeal under subsection (f), the Owner shall immediately deliver the animal to the Animal Care and Control Officer, and the city shall provide for the impoundment of the animal in secure and humane conditions pending an order of disposition from the municipal court of the city.~~
- ~~(j) — If the Owner fails to deliver the animal as required by subsection (f), the court shall issue a warrant authorizing the seizure of the animal. The Animal Care and Control Department shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the city may prescribe the amount of the fees at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time. The animal shall remain impounded pending an order of disposition from the municipal court of the city.~~

§90.77. FAILURE TO COMPLY.

- ~~(f) — If the Owner of a Dangerous Animal fails to comply with §90.74, the Animal Care and Control Department may file a sworn application to the municipal court of the city that the Owner of a~~

Dangerous Animal has failed to comply with §90.74. Upon the filing of a sworn application under this section, the municipal court of the city shall schedule a hearing on the application in accordance with §90.78.

~~☐ Upon the filing of a sworn application under this section, the municipal court of the city shall order the Animal Care and Control Department to seize the Dangerous Animal and shall issue a warrant authorizing the seizure. The Animal Care and Control Department shall seize the Dangerous Animal or order its seizure and shall provide for the impoundment of the Dangerous Animal in secure and humane conditions. The Owner may be ordered to pay any cost or fee assessed by the city related to the seizure, acceptance, impoundment, or destruction of the Dangerous Animal. The governing body of the city may prescribe the amount of the fees at an amount established in the Master Fee Schedule adopted by the City Council, as amended from time to time. The Dangerous Animal shall remain impounded pending an order of disposition from the municipal court of the city.~~

~~☐ If, after a hearing on an application filed under this section, the municipal court of the city finds that the Owner of the Dangerous Animal has failed to comply with §90.74, the municipal court of the city shall order that the Owner has forfeited ownership of the animal, and that ownership of the animal is vested in the city. The Animal Care and Control Department may dispose of the animal in whatever manner it deems necessary, including humanely destroying the animal. The court may also order the Owner of the Dangerous Animal to pay all costs or fees assessed by the city related to the seizure, acceptance, impoundment, and destruction of the Dangerous Animal due to the sworn complaint filed under this section.~~

~~☐ If, after a hearing on an application filed under this section, the municipal court finds that the Owner of the Dangerous Animal has not failed to comply with §90.74, the municipal court shall order that the Animal Care and Control Department immediately release the Dangerous Animal to the Owner, and the Owner shall not be responsible for the costs of seizure or impoundment of the Dangerous Animal due to the sworn complaint filed under this section.~~

~~☐ A Dangerous Animal ordered to be humanely destroyed shall remain impounded until the Dangerous Animal is humanely destroyed.~~

~~☐ If the Owner of a Dangerous Animal seized due to a sworn application filed under this section cannot be located within fifteen (15) days after the seizure and impoundment of the Dangerous Animal, the Dangerous Animal shall be considered abandoned, and the city shall be deemed the Owner of the Dangerous Animal. The court shall order the humane destruction of a Dangerous Animal abandoned under this subsection upon application of the Animal Care and Control Department, without a hearing.~~

§90.78. HEARING.

~~☐ The municipal court of the city, on receiving notice of appeal under §90.73() or a sworn application under §90.77(), shall set a time for a hearing to determine whether the animal is a Dangerous Animal or whether the Owner of the animal has complied with §90.74. A hearing~~

~~under this section must be held not later than the tenth (10th) day after the date on which the animal is seized or delivered.~~

~~() The court shall give written notice of the time and place of the hearing to:~~

~~(1) The Owner of the animal or the person from whom the animal was seized or who delivered the animal;~~

~~(2) The person who made the report or filed the application; and~~

~~(3) The Animal Care and Control Department.~~

~~() Any interested party, including the city attorney, is entitled to present evidence at the hearing.~~

~~() At a hearing under this section, the court shall determine the estimated costs to house and care for the impounded animal during any appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.~~

~~() An animal that is the subject of a proceeding under this division shall remain impounded throughout the pendency of any appeal or order.~~

~~**§90.79. ORDERS OF MUNICIPAL COURT NON-APPEALABLE.**~~

~~_____ The order of the municipal court concerning a Dangerous Animal are final and are not appealable.~~

~~**§90.80. NOTICES.**~~

~~All required notices under this division shall be personally delivered or deposited with the United States Postal Service, sent certified mail, return receipt requested. When the city mails a notice in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.~~

~~**§90.81. REGISTRATION.**~~

~~() The Animal Care and Control Department shall annually register a Dangerous Animal if the Owner:~~

~~(1) Presents proof satisfactory to Animal Care and Control Department showing compliance with all the applicable requirements contained in §90.74;~~

~~(2) Presents proof of current rabies Vaccination of the Dangerous Animal, if required by this chapter; and~~

~~(3) Pays the annual registration fee as established in the Master Fee Schedule, which shall be adopted by City Council, as amended from time to time.~~

~~(f) The Animal Care and Control Department shall provide to the Owner registering an animal a registration tag. The Owner of the Dangerous Animal shall attach the current registration tag to the Collar that is worn by the Dangerous Animal. The current registration tag shall be displayed on the Dangerous Animal in this manner at all times. The registration of a Dangerous Animal shall be valid for one year from the date of issuance.~~

~~(g) If an Owner of a Dangerous Animal sells or moves the Dangerous Animal to a new address, whether in the city or not, the Owner, not later than the tenth (10th) day after the date of the sale or move, shall notify the Animal Care and Control Authority of the new address.~~

~~(h) If the Owner of a Dangerous Animal sells or gives a Dangerous Animal to another person, the Owner shall notify the other person at the time of the sale or gift that the animal has been determined to be a Dangerous Animal.~~

~~(i) A person who buys or receives a Dangerous Animal and continues to keep the animal in the city must register the animal within ten (10) days after receiving the animal. The new Owner shall be issued a registration tag upon compliance with the requirements of subsection (f).~~

~~(j) An Owner of a Dangerous Animal shall notify the Animal Care and Control Department of any attack the Dangerous Animal makes on a person or another animal within five (5) days of the attack.~~

~~(k) In the event a Dangerous Animal dies, the Owner of the animal shall provide proof to the Animal Care and Control Department or present written verification by a licensed veterinarian sufficient to verify the identity of the deceased animal as a Dangerous Animal.~~

§90.82. NUISANCE DECLARED.

~~It is hereby declared to be a Nuisance that an Owner or other person Harbors, keeps, or maintains a Dangerous Animal in the city unless the Owner complies with the requirements of this division.~~

§90.83. OFFENSES – FAILURE TO COMPLY.

~~(f) A person who owns or keeps custody or control of a Dangerous Animal commits an offense if the person fails to comply with the requirements of §90.74 applicable to the Dangerous Animal's classification.~~

~~(g) An offense under this section is a Class C misdemeanor.~~

~~§ 90.83. — If a person is found guilty of an offense under this section for a Level 3 Dangerous Animal, the municipal court may order the Dangerous Animal humanely destroyed by one of the following persons:~~

~~(1) A licensed veterinarian;~~

~~(2) Personnel of a recognized animal shelter or humane society who are trained in the destruction of animals; or~~

~~(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.~~

§90.84. GENERAL OFFENSES.

~~§ 90.84. — A person commits an offense if the person fails to comply with any the requirement of this article when said requirement applies to the person as an Owner or keeper of a Dangerous Animal designated under this division.~~

~~§ 90.84. — An offense under this section is a Class C misdemeanor.~~

§90.85. DEFENSES.

~~§ 90.85. — It is a defense to prosecution under §90.83 or §90.84 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the State or a political subdivision of the State to deal with Stray animals and has temporary ownership, custody or control of the animal; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the Dangerous Animal.~~

~~§ 90.85. — It is a defense to prosecution under §90.83 or §90.84 that the person is an employee of the Institutional Division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses animal for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the Dangerous Animal.~~

~~§ 90.85. — It is a defense to prosecution under §90.83 or §90.84 that the animal at issue is a trained guard animal in the performance of official duties while confined or under the control of its handler.~~

§ 90.99 PENALTY.

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 chapter shall be fined no more than

\$2,000 for all violations involving public health and sanitation, and shall be fined not more than \$500 for all other violations of this chapter. Each day that a violation is permitted to exist shall constitute a separate offense.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6241

Agenda Date: 12/9/2024

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 a Report Prepared by the City Health Officer in Accordance with the Texas Agriculture Code, Title 8, Chapter 251, Section 251.0055, "Limitations on City Governmental Requirements Applicable Within Corporate Boundaries"; Making Certain Findings as Required by Chapter 251 of the Agriculture Code; Providing for the Incorporation of Premises; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Requested Action

Adoption of the City Health Officer Report in accordance with the Texas Agriculture Code, Title 8, Chapter 251.005.

Recommendation

Adoption of the City Health Officer Report in accordance with the Texas Agriculture Code, Title 8, Chapter 251.005.

Description/History

The State of Texas Legislature adopted House Bill (H.B.) No. 1750 during the 88th Legislative Session (Regular), accomplishing the following:

1. Made small amendments to the expand the definition of "agricultural operation";
2. Made the limitations on city regulations apply to all "agricultural operations" located within the City, rather than those annexed in the future; and
3. Expanded the requirements for a City to adopt any "governmental requirement" that applies to an "agricultural operation".

Most notable of this new legislation is that a City "may not impose a 'governmental requirement' that applies to 'agricultural operations' located within the city unless" the City meets the expanded requirements of the Act. These expanded requirements were introduced by adding Section 251.0055, requiring city governmental requirements within corporate boundaries to support all requirements with a report by a City Health Officer.

The expanded definition of "agricultural operation" includes the raising or keeping of livestock and poultry, of which the City of Mansfield Code of Ordinances addressed in its regulations at the time of the adoption of this Act.

Section 251.0055(a) of the Act allows a City to impose a "governmental requirement" on an "agricultural operation" provided that:

- i) there is clear and convincing evidence that:
 - (a) the purposes of the requirement cannot be addressed through less restrictive means; and
 - (b) the requirement is necessary to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from the imminent danger of: explosion, flooding, an infestation of vermin or insects, physical injury, the spread of an identified contagious disease that is directly attributable to the agricultural operation, the removal of lateral or subjacent support, an identified source of contamination of water supplies, radiation, improper storage of toxic materials, crops planted or vegetation grown in a manner that will cause traffic hazards, or discharge of firearms or other weapons;
- ii) the governing body of the city makes a finding by resolution, based on a report, that the requirement is necessary to protect public health; and
- iii) the requirement is not otherwise prohibited by this section of the Act.

Of final significance, the Act prescribes that prior to making a finding by resolution, as required, the City must obtain and review a report prepared by the city health officer or consultant that:

- 1) identifies the evidence of the health hazards related to agricultural operations;
- 2) determines the necessity of regulations and the manner in which agricultural operation should be regulated;
- 3) states whether the manner of regulation will restrict or prohibit a generally accepted agricultural practice listed in the manual prepared by Texas A&M AgriLife Extension; and
- 4) if the regulation prohibits a generally accepted agricultural practice listed in the manual prepared by Texas A&M AgriLife Extension, the report must include an explanation of why the report recommends a manner of regulation that will restrict such a generally accepted practice allowed.

Justification

In order to address the updated state law requirements, the Department of Regulatory Compliance began its review of the current ordinance language. The current regulations for livestock and domestic fowl (poultry) keeping were largely based on zoning, which would no longer be permitted under state law. Additionally, the regulations required livestock owners to apply for a livestock permit, to be renewed annually.

To meet the scope of the Act, the Department of Regulatory Compliance, upon adoption of this report by resolution, will amend its current ordinance regulations to remove the zoning designation restrictions for the keeping of livestock and domestic fowl. The annual registration requirements instituted via livestock permits will remain in effect, however the authority for Animal Care and Control to deny or revoke said permit is removed.

Regarding amendments to the keeping of fowl provisions, the permitted quantity of fowl allowed on residential properties will no longer be calculated based solely on lot size, but on the minimum distance between domestic fowl housing and primary residential structures. Additional language is added regarding domestic fowl containment, requiring that the animals not be at-large at any time. The regulation prohibiting the keeping of roosters is amended to allow them on poultry farms. The regulations prohibiting the keeping or maintaining of fowl within 100 feet of a private water well remained unchanged. Lastly, the amendments provide new and clarified requirements specific to how food, manure, and other animal wastes are

treated, prepared, stored, and disposed of.

Each manner of regulation was identified in the report for individual consideration of the necessity of the requirement, the evidence of the health hazards associated with the requirement, and an analysis of whether it would restrict or prohibit a generally accepted agricultural practice; and if so, why the City still supports its implementation. The Department of Regulatory Compliance identified Rebecca St. John, M.P.H., R.S., the Consumer Health Supervisor, as the City Health Officer to advise on the report.

Major concerns identified throughout the report are the increased risk of the spread of zoonotic diseases, which can spread from infected livestock and poultry to persons and even other animals. While there is evidence that at-large poultry and livestock can cause accidents, damage to property, and other potential physical injuries, the risks of contagion were considered one of the highest priorities in mitigating risks. Livestock and poultry are known carriers of zoonotic bacterium like *Campylobacter*, *Salmonellosis*, *Avian Influenza*, and *E. Coli*. All these pathogens are known to cause illness, with children and the elderly presenting an at-risk population in which more severe illness or even fatality can occur.

The annual registration of livestock via permit mitigates the risk of the spread of contagious disease, as well as the prohibition of livestock at-large, by providing a mechanism through which the City can reduce its potential liability for the health and safety of its residents during an incident. These permits provide Animal Care and Control Officers with the necessary information to identify the owner and property to which the livestock should be returned efficiently and quickly when responding to an incident.

It should also be noted that the mitigation of physical harm and spread of zoonotic diseases due to animals being at-large also protects other, separate agricultural operations from the risk of becoming contaminated and suffering potential losses in products and animals. The Department of Regulatory Compliance considered this, although separate from the specific language of the Act, as an important factor in consideration. This is due to the "Policy" of Chapter 251 of the Texas Agriculture Code, which outlines the intent of all its regulations: "Food security being essential, it is the policy of this state to conserve, protect, and encourage development and improvement of agricultural land for the production of food and other agricultural products...". The City's proposed regulations support equitable protection of agricultural operations from the health hazards posed by neighboring agricultural operations.

The potential risks of the spread of identified contagious diseases directly attributable to the agricultural operation also inform many of the regulations posed in the keeping of fowl section. As noted earlier, the permitted quantity of fowl allowed on residential properties will no longer be calculated based solely on lot size, but on the minimum distance between fowl housing and primary residential structures. The minimum distance requirements prevent the overuse and overcrowding of residential poultry operations, where evidence shows that infected animals shed pathogens within their environment, including their housing, feeding containers, equipment and tools, in water troughs, and through their waste. These pathogens can be washed over into neighboring residences during rain events, especially in conditions in which there is insufficient separation between the agricultural operation and adjacent residential structures. (It should be noted that these concerns are also addressed regarding the contamination of water sources and stormwater systems; mitigating risks through the prohibition of keeping domestic fowl within 100 feet of a private water well.) The report also provided evidence that setbacks of enclosures (coops) is further supported by the Texas AgriLife Extension manual as a generally accepted agricultural practice, as improper lighting and ventilation can reduce fresh air circulation. This can directly impact the humidity and

temperature levels inside enclosures, where poor environmental conditions create circumstances which are favorable to increased pathogen production.

Other regulations whose purpose is to protect the public health from the spread of contagious diseases are those regarding the proper storage and disposal of food and animal waste, although from different carriers. The Department of Regulatory Compliance also considered the impacts of agricultural operations on its urban wildlife population, which may be attracted to uncontained domestic fowl, unsecured animal feed, and improperly stored or disposed animal wastes. Without these regulations, the City could see an increase in its nuisance wildlife population, such as coyotes, raccoons, and foxes, which can endanger local small pets and spread additional zoonotic diseases to other animals and residents. These unmitigated conditions can also attract vermin and insects, of which many like mice, rats, and flies are known carriers of pathogens which can endanger public health. The same concerns are also considered in the findings of the report which show that agricultural operations can lead to more stormwater runoff that has the potential to increase mosquito breeding sites, which could become linked to increased West Nile Virus in the local mosquito populations.

One of the final mechanisms through which contagious diseases can spread is through the consumption of infected animal products. To mitigate these risks, the Department of Regulatory Compliance maintains its regulation prohibiting the sale of domestic fowl meat byproducts. As the report finds, the activity of selling contaminated products only increases the speed and distance the pathogen spreads, increasing the risk of illness and outbreaks. The department is also confident deferring to the findings and warnings of the Texas Meat and Poultry Act, which states, "It is essential in the public interest that the health and welfare of consumers be protected by assuring that meat and meat food products distributed to them are wholesome [and] unadulterated." The city's regulation does not prohibit the consumption of fowl meat by-products for personal use, but instead intends to reduce the risks of exposure of the public as a whole to potentially contaminated products which can cause illness, injury, and in some cases, death.

One of the final health hazards addressed in the regulations is threats of physical injury due to keeping roosters in residential agricultural operations. As mentioned previously, this provision is actually expanded, eliminating the complete prohibition of roosters without restriction. This regulation is expanded to allow roosters on poultry farms, which are agriculturally zoned and principally devoted to the raising of poultry for commercial purposes. The intent of this amendment is to balance both the needs of agricultural operations, such as large-scale commercial poultry production, with the imperative of the City to mitigate risks to the public of physical injury caused by attacks from roosters. Balancing these interests must be considered when, as is evident in the report, there are documented cases of roosters causing various injuries, sometimes with serious consequences, and even instances which led to fatality.

In review of the report and advice from the City Health Officer, all the evidentiary sources and justification provided were found to meet the requirements imposed by the Act. The report cites research, studies, and findings from over 20 data sources that the Department of Regulatory Compliance believes to be credible, including the Centers for Disease Control, U.S. Department of Agriculture, Cornell University College of Veterinary Medicine, local and regional public health departments, and various academic journals.

Further reviews of the report were sought by third-party contributors which are separate from the City. Feedback, critiques, and suggestions were solicited from four independent reviewers and incorporated through ongoing iterations of the report. These reviewers included: Shaye Atwood, M.Ed., Jerry Knight STEM Academy Principal and Agricultural Leadership Coordinator

for the Mansfield Independent School District; Carine Moura, M.B.A., Vice President and Chief Operating Officer of Texas Health Hospital Mansfield; Dr. Laura Phipps, Dr.P.H., M.P.H., C.P.H., R.S., Clinical Associate Professor for the Department of Kinesiology Public Health Program and Faculty Affiliate of the Multi-Interprofessional Center for Health Informatics of the University of Texas at Arlington; and Lysianne P. Dube, MSN, FNP-C, Family Nurse Practitioner. The department finds that these reviewers represent various disciplines that relate directly to agriculture, public health, and the medical practice industry.

Funding Source

N/A

Prepared By

Nicolette Ricciuti, Director of Regulatory Compliance
Department of Regulatory Compliance
817-276-4264

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ADOPTING A REPORT PREPARED BY THE CITY HEALTH OFFICER IN ACCORDANCE WITH THE TEXAS AGRICULTURE CODE, TITLE 8, CHAPTER 251, SECTION 251.0055, “LIMITATIONS ON CITY GOVERNMENTAL REQUIREMENTS APPLICABLE WITHIN CORPORATE BOUNDARIES”; MAKING CERTAIN FINDINGS AS REQUIRED BY CHAPTER 251 OF THE AGRICULTURE CODE; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

WHEREAS, the State of Texas Legislature adopted House Bill (H.B.) No. 1750 during the 88th Regular Legislative Session, adding Section 251.0055 limiting a City’s ability to impose a Governmental Regulation applicable to agricultural operations within the City’s corporate limits unless (1) there is clear and convincing evidence that the requirement cannot be addressed through less restrictive means; (2) the requirement is necessary to protect persons residing in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from imminent danger such as flooding, infestation, spread of disease, discharge of firearms and other hazards identified in Section 251.0055; (3) the City first obtains a report prepared by the City Health Officer or consultant that the requirement is necessary to protect public health and is not otherwise prohibited by Section 251; and (4) the City Council makes a finding by Resolution based upon such report that the requirement is necessary to protect public health; and,

WHEREAS, a Governmental Requirement includes “any rule, regulation, ordinance, zoning, license or permit requirement or other requirement or restriction” enacted by the City or County; and,

WHEREAS, H.B. 1750 made amendments to expand the definition of agricultural operation, made any limitations on city requirements apply to agricultural operations located within the City, rather than only those annexed in the future, and expanded the requirements for a city to adopt any governmental requirement that applies to an agricultural operation; and,

WHEREAS, the City Health Officer of the City has finalized the City of Mansfield Health Official Report on Agricultural Operations (hereinafter “Report”) in accordance with Section 251.0055 of the Texas Agriculture Code, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the City Council has previously adopted regulations governing animal control, including regulation and permitting requirements for livestock; and,

WHEREAS, the City's ordinances impose governmental requirements on agricultural operations regarding the keeping and raising of livestock and poultry; and,

WHEREAS, the Report evaluates whether each of the governmental requirements will prohibit or restrict a generally accepted agriculture practice; and,

WHEREAS, the Report provides evidence regarding health hazards associated with agricultural operations within the corporate boundaries of the City; and,

WHEREAS, the Report identifies necessary requirements to protect public health while considering the limitations imposed by the City's governmental requirements; and,

WHEREAS, the Report finds that the health hazards directly attributable to livestock and poultry-related agricultural operations are physical injury, the spread of contagious diseases, infestation of vermin or insects, and contamination of water supplies and stormwater systems; and,

WHEREAS, the Report finds that at-large livestock and poultry pose dangers such as traffic accidents, damage to public property, and potential physical harm to residents; and,

WHEREAS, the Report provides evidence that livestock animals and poultry are transmitters of pathogens such as Campylobacter, Salmonellosis, Avian Influenza, and E. coli, and at-large livestock and poultry increase the risk of the spread of these zoonotic diseases, posing a significant health risk, especially for at-risk populations such as children and the elderly, in densely populated urban areas where contact between livestock, poultry, and people is more likely to occur; and,

WHEREAS, the Report provides evidence that the spread of these pathogens can occur in infected livestock and poultry, which contaminate their surroundings, including feed, water troughs, barnyards, feeding equipment, and persons who come in contact with them; and,

WHEREAS, the Report finds that at-large livestock and poultry may also come into contact with livestock or poultry from another property, and risk the spread of zoonotic diseases to other animals, negatively impacting the conservation, protection, or production of food and other agricultural products; and,

WHEREAS, the Report provides evidence that livestock- and poultry-keeping practices attract urban wildlife, which are shown to carry zoonotic diseases, and containing livestock and poultry in a manner which makes them less accessible to predatory wildlife is important to mitigate threats to public health; and,

WHEREAS, the City has adopted governmental requirements prohibiting livestock and poultry from being at-large by requiring proper containment of livestock and poultry, and by requiring the annual registration of livestock; and,

WHEREAS, the Report finds that these governmental requirements that add additional protection for consumers, persons in the immediate and adjacent facility of poultry, and water

supplies and stormwater systems, are necessary to mitigate the risks associated with poultry-related transmissions of Campylobacter, Salmonellosis, Avian Influenza, and E. coli; and,

WHEREAS, the Report finds that in the event that animal meat byproducts are contaminated by an infectious pathogen, the activity of selling such products increases the speed and distance the pathogen spreads, thereby increasing the risk of illness and outbreak, and the sale of unwholesome, unadulterated, or misbranded meat or meat food products can injure the public welfare; and,

WHEREAS, the Report finds that poultry food sources should be stored in secure containers, that manure and soiled bedding be immediately disposed of, properly composted, or stored in secure containers, and perishable food scraps should not be fed except within or upon an impervious container; and,

WHEREAS, the Report finds that prohibiting the keeping or raising of poultry within 100 feet of a private well can reduce the potential contamination of groundwater sources caused by improper disposal or treatment of animal waste; and,

WHEREAS, the Report provides evidence that agricultural operations can lead to increased stormwater runoff that may affect local groundwater and have the potential to increase mosquito breeding sites, which become more prevalent in standing water that is enriched by animal wastes; and,

WHEREAS, the Report finds that vermin and insects, such as rodents and flies, may be attracted to poultry-related agricultural operations due to the ready availability of feed, water, and shelter; and,

WHEREAS, the Report provides evidence that rodents are known carriers of Hantavirus and Leptospirosis, among other diseases, and flies are known to carry over 60 diseases that can infect humans; and,

WHEREAS, the Report finds that the governmental requirement of setback rules for secure enclosures, which specify minimum distances between the enclosure(s) and adjacent structures, are integral to protection from an infestation of vermin or insects, physical injury, and the spread of zoonotic diseases; and,

WHEREAS, the Report provides evidence of roosters having an increased risk of aggressive behavior, which can lead to conflicts with other animals and humans, and provides evidence of documented cases of roosters causing various injuries, sometimes leading to severe consequences, including fatalities; and,

WHEREAS, the Report documents cases of rooster-related attacks, including incidents where children were attacked by roosters, leading to serious injuries such as retained spurs, and another incident of a fatal brain abscess in a child caused by rooster pecking; and,

WHEREAS, the Report finds that keeping or maintaining a rooster on any property other than a poultry farm increases the risk of public injury; and,

WHEREAS, to mitigate the risks associated with poultry-related agricultural operations the city has adopted governmental requirements for the proper containment of poultry, established conditions based on property size, proximity to neighboring structures, and hygiene standards; and,

WHEREAS, the Report finds that the governmental requirements protect public health and safety, prevent environmental contamination, enhance community welfare, and ensure efficient administrative operations; and,

WHEREAS, the Report cites research, studies, and findings from over 20 data sources, including the Centers for Disease Control, U.S. Department of Agriculture, Cornell University College of Veterinary Medicine, local and regional public health departments, and various academic journals; and,

WHEREAS, the findings in the report were reviewed by third-party agents, including the Agricultural Leadership Coordinator from the Mansfield Independent School District, the Vice President and Chief Operating Officer of Texas Health Hospital Mansfield, the Clinical Assistant Professor of the Public Health Program and Faculty Affiliate of the Multi-Interprofessional Center for Health Informatics from the University of Texas at Arlington, and a Family Nurse Practitioner; and,

WHEREAS, the City Council has reviewed the Report and finds that the Report identifies evidence of the health hazards related to agricultural operations; determines the necessity of regulation and the manner in which agricultural operation should be regulated; and states whether each manner of regulation will restrict or prohibit generally accepted agricultural practice listed in the manual prepared under Section 251.007 of the Agriculture Code; and,

WHEREAS, despite imposing the restrictions on agricultural operations, the City Council has determined and finds that these requirements are essential to address the imminent health hazards associated with keeping livestock or poultry in residential areas; and,

WHEREAS, the City Council finds that the governmental requirements are the least restrictive means available to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from imminent danger; and,

WHEREAS, the City Council finds there is sufficient evidence that the governmental requirements are not intended to prohibit the raising or keeping of livestock or poultry, but instead to provide for compliance standards and consistent enforcement of restrictions that mitigate adverse effects of agricultural operations; and,

WHEREAS, the City Council finds that the governmental requirements promote fairness and transparency in enforcement, and balance the needs of agricultural operations with the imperative to protect the well-being of the City's residents and environment; and,

WHEREAS, the City Council finds that based on the Report, it is in the best interest of the public to adopt the City Health Official Report and that the requirements adopted in the City of Mansfield Code of Ordinances regulating livestock and agricultural operations are necessary to protect the health, safety, and general welfare of the residents of Mansfield and the public, and are not prohibited by Chapter 251 of the Texas Agriculture Code.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
REPORT ADOPTED**

The City of Mansfield Health Official Report on Agricultural Operations, attached hereto and incorporated herein as **Exhibit A** is hereby adopted.

**SECTION 3.
OPEN MEETING**

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 4.
EFFECTIVE DATE**

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD ON THIS 9TH DAY OF DECEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Exhibit A



City of Mansfield Health Official Report on Agricultural Operations

Date: October 14, 2024

Prepared by:

Rebecca St. John, *City Health Officer*, Consumer Health Supervisor, City of Mansfield
Nicolette Ricciuti, Director of Regulatory Compliance, City of Mansfield

Executive Summary

This report has been prepared in compliance with Section 251.0055 of the Texas Agriculture Code, as amended by H.B. No. 1750, to assess and provide evidence regarding health hazards associated with agricultural operations within the corporate boundaries of Mansfield, Texas. The report identifies necessary requirements to protect public health while considering the limitations imposed by city governmental requirements. The report finds that the revision of Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances is necessary to protect public health and safety, prevent environmental contamination, enhance community welfare, and ensure efficient administrative operations. Despite imposing restrictions on agricultural operations, these requirements are essential to address the imminent dangers associated with keeping livestock or poultry in residential areas, such as the threat of physical injury, spread of contagious disease, infestation of vermin or insects, and contamination of water supplies and stormwater systems. The ordinance balances the needs of agricultural operations with the imperative to protect the well-being of the city's residents and environment. Furthermore, by setting specific conditions, the ordinance ensures that requirements are applied consistently across the city, promoting fairness and transparency in enforcement in the protection from imminent dangers related to agricultural operations.

Introduction

HB 1750 was adopted by the Texas Legislature in the 88th Legislative Session (Regular). It accomplishes the following:

1. Made small amendments to expand the definition of “agricultural operation;”
2. Made the limitations on city requirements apply to “agricultural operations” located within the City, rather than only those annexed in the future; and

3. Expanded the requirements for a City to adopt any “governmental requirement” that applies to an “agricultural operation.”

Purpose of the Report

The purpose of this report is to:

1. To identify evidence of health hazards related to agricultural operations within Mansfield, Texas.
2. To determine the necessity and manner of requirement for these operations in accordance with HB 1750 and the adopted Title IX: General Regulations, Chapter 90: Animal Control, of the Mansfield, Texas Code of Ordinances.
3. To evaluate whether the proposed requirements restrict or prohibit generally accepted agricultural practices.

Requirement #1

§ 90.06 LIVESTOCK AND LIVESTOCK PERMITS.

The city proposes to revise Title IX: General Regulations, Chapter 90: Animal Control, § 90.06 Livestock and Livestock Permits, which imposes requirements on the ownership and control of livestock within the city limits (Appendix A). Livestock is defined as, “Any domestic animal typically kept to provide these functions, included, but not limited to, regardless of age, sex or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits, kept primarily outdoors or raised for food or fiber source; domestic fowl; and pigs or hogs, consisting of all swine species.”¹ This definition meets and expands on the definition provided in the Texas Agriculture Code which states livestock “means cattle, horses, mules, asses, sheep, goats, llamas, alpacas, exotic livestock, including elk and elk hybrids, and hogs, unless otherwise defined.”² These proposed requirements include requirements for obtaining permits, keeping livestock contained, and penalties for noncompliance. Regulating livestock within city limits is crucial to prevent health and safety issues.

Identification of Health Hazards

Based on observations, data collection, and analysis, the following health hazards have been identified as being directly attributable to livestock-related agricultural operations within the city, and governmental requirements being necessary for:

- Protection from physical injury; and
- Protection from the spread of an identified contagious disease that is directly attributable to the agricultural operation.

¹ §90.01 Definitions. Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances

² Texas Agriculture Code, Title 1. General Provisions, Chapter 1. General Provisions, Sec. 1.003. Definitions

Manner of Requirement

For each identified health hazard, the following requirements are proposed to mitigate the risks:

Prohibition on Allowing any Livestock to be At-Large

Allowing livestock to roam freely (“at-large”) poses various dangers, including traffic accidents, damage to public property, and potential physical harm to residents. If a larger livestock animal were to be at large, there is a higher potential for personal harm to occur, especially with small children who are unaccustomed to the presence of livestock. Consideration should also be taken that individuals that live in urban residential areas may be less accustomed to interacting with livestock. There have been cases of livestock animals attacking their owners and death occurring from these attacks, despite these individuals having experience working with these animals. According to a journal article in *Paediatrics & Child Health*, “Injury is a leading cause of death and disability among farm children.” (Pickett et al. 2018) By requiring proper containment, the city can mitigate these risks and ensure protection from physical injury.

At-large livestock can also lead to the spread of zoonotic diseases, which are diseases that can be spread from animals to humans. This poses a significant public health risk, especially in densely populated urban areas where close contact between livestock and people is more likely. Additionally, at-large livestock may come into contact with livestock from another herd or property and risk the spread of zoonotic diseases to other animals, negatively impacting the conservation, protection, or production of food and other agricultural products in separate agricultural operations.

Campylobacter is a zoonotic disease of concern. According to the Centers for Disease Control and Prevention, Campylobacter is a bacterium that can make people ill with diarrhea, and the bacteria can live “in the intestines, liver, and other organs of animals. Many chickens, cows, and other animals carry Campylobacter without becoming sick [and] Campylobacter can spread from these animals to people.” (CDC May 2024) According to a journal article in *Pathogens*, “Although poultry and poultry products are considered a major source of Campylobacter infection, swine and cattle are also involved in Campylobacteriosis in humans.” (Wysok et al. 2022) These findings are confirmed in a journal article from the National Library of Medicine, the National Center for Biotechnology Information, which studied Campylobacter in fecal samples excreted by animal sources including cattle, sheep, pigs, and a range of wild and domestic avian species. Their study found, “The prevalence found in the majority of animal sources ranges from 22% to 28% with poultry being the highest at 41% and cats and dogs lowest (<5%).” (Oden et al. 2009) In addition to Campylobacter, evidence shows that livestock in agricultural operations also presents a higher risk of outbreaks of Salmonellosis, Avian Influenza, and E. coli.

According to the Centers for Disease Control and Prevention, Salmonella is estimated to cause around “1.35 million infections, 26,500 hospitalizations, and 420 deaths in the United States every year.” (CDC August 2024) According to the Cornell University College of Veterinary Medicine,

“Salmonella is widespread and can be found on a large number of dairy farms and in many species of animals” and recent survey data “suggest that the incidence of Salmonella infection is on the rise.” The article further addresses how the disease spreads, stating, “Large numbers of Salmonella are shed by clinically infected animals. Infected animals readily contaminate their surroundings, including feed, water troughs, barnyards, feeding equipment, and people who work around them.” (Cornell University College of Veterinary Medicine 2024) As of August 2, 2024, the Centers for Disease Control and Prevention has also published regarding the public health challenge posed by a multistate outbreak of avian influenza, more commonly referred to as ‘bird flu’. According to their article, “Since April 2024, 13 human cases of avian influenza A(H5) infection have been reported in the United States. Four of these cases were associated with exposure to sick dairy cows...”. (CDC August 2024) The U.S. Department of Agriculture, Food and Drug Administration, Centers for Disease Control and Prevention, and State veterinary and public health officials are currently investigating cases of highly pathogenic avian influenza (HPAI) in dairy cows. They state “the best way to keep the virus off your farm and reduce any potential impacts is to follow biosecurity best practices on your farm” which include limiting human contact both in and out of the agricultural operation. (USDA 2024)

By requiring proper containment, the city can mitigate these risks and ensure protection from the spread of identified contagious diseases that are directly attributed to the livestock-related agricultural operation.

Requirement to Obtain Livestock Permits

§90.06(C) states, “It shall be unlawful and illegal for any person owning or having control over any livestock to keep said livestock, regardless of whether livestock are kept for personal use or for commercial purposes, unless a livestock permit has been obtained from the Animal Care and Control Manager, or designee.” This permit system facilitates effective monitoring and control of livestock within the city. It ensures that livestock owners are aware of and comply with the requirements, and the system provides a mechanism for the city to track livestock operations and address any issues promptly. The annual renewal process and penalty provisions ensure ongoing compliance with the requirement. This requirement provides a structured approach for addressing violations which may create a public health hazard. For example, if livestock is found to be at-large, the permit provides the necessary information to allow the city to identify the owner and proper location to which the livestock should be returned in order to efficiently and expeditiously reduce risks on the above-mentioned hazards, such as prevention of physical injury or spread of contagious diseases.

Impact on Generally Accepted Agricultural Practices

Analysis of Impact:

- The prohibition on allowing any livestock to be at-large will not restrict or prohibit a generally accepted agricultural practice as listed in the manual prepared under Section

251.007.³ It is a stated generally accepted agricultural practice in Texas to install or maintain fencing, and “perimeter fencing is normally adequate to prevent the livestock, guardian dogs, and working dogs from exiting the property.” (Texas A&M Agrilife Extension p.31)

- The requirement to obtain livestock permits will not restrict or prohibit the generally accepted agricultural practice listed above, as the manner of requirement provides the mechanism through which the at-large livestock can be identified and returned to the owner and proper location. Furthermore, this reduces risks identified in the generally accepted agricultural practices of the dangers posed to livestock being killed or harassed by predators. (Texas A&M Agrilife Extension p. 30-32)

Determination of Necessity

There is clear and convincing evidence that the purposes of the above-mentioned requirements cannot be addressed through less restrictive means and that the requirements are necessary to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from imminent danger.

Requirement #2

§ 90.08 KEEPING OF FOWL.

The city proposes to revise Title IX: General Regulations, Chapter 90: Animal Control, § 90.08 Keeping of Fowl, which imposes requirements on the keeping of domestic fowl within the city limits, including conditions based on property size, proximity to neighboring structures, containment requirements, and hygiene standards (Appendix B). HB 1750 expanded the definition of an “agricultural operation” to include the raising or keeping of poultry, including veterinary services.” The city defines domestic fowl as, “Birds of a breed developed or kept for the purpose of meat production, egg laying, or purely ornament or show, including but not limited to ducks, guineas, geese, chickens, turkeys, quail, parakeets and pigeons.”⁴ This definition meets the definition provided in the Texas Administrative Code which defines poultry as “chickens, turkeys, game birds of all ages, and other domestic fowl, except baby poultry as defined in this section.”⁵ Regulating the raising or keeping of poultry within city limits is crucial to prevent health and safety issues.

³ Texas Agriculture Code, Title 8. Protection and Preservation of Agricultural Operations, Chapter 251. Effect of Nuisance Actions and Governmental Requirements on Certain Agricultural Operations

⁴ §90.01 Definitions. Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances

⁵ Texas Administrative Code, Title 4. Agriculture, Part 2. Texas Animal Health Commission, Chapter 57. Poultry, Section 57.10 Definitions

Identification of Health Hazards

Based on observations, data collection, and analysis, the following health hazards have been identified as being directly attributable to poultry-related agricultural operations within the city, and governmental requirements being necessary for:

- Protection from an infestation of vermin or insects;
- Protection from physical injury;
- Protection from the spread of an identified contagious disease that is directly attributable to the agricultural operation; and
- Protection from an identified source of contamination of water supplies; and stormwater systems.

Manner of Requirement

For each identified health hazard, the following requirements are proposed to mitigate the risks:

Prohibition on Allowing any Poultry to be At-Large

Allowing poultry to roam freely (“at-large”) poses various dangers, including accidents or injuries to residents and animals. By requiring proper containment, such as within a coop, exercise yard, or similarly secured enclosure, the city can mitigate these risks and ensure protection from physical injury. This restriction shall also include, if poultry are not within an enclosure and free roaming, that they shall be contained within a perimeter fence at a height which would prevent them from becoming at-large.⁶ Properly contained poultry can also reduce the attraction of wildlife predators, such as raccoons, foxes, and coyotes. The greater activation of these predators in an urban environment poses additional dangers to residents and their pets, livestock, and poultry. According to the National Library of Medicine: The National Center for Biotechnology Information, “communities are linked by the movement of people, livestock and their products, and wildlife, and the environment... As a result, key drivers that could promote interaction between humans and animals are: (i) livestock keeping practices, production systems, and the movements of livestock and animal products to urban areas.” The study further highlights the risk of zoonotic diseases, which spread from animals to humans, finding that, “[u]rban-adapted (referred to here[in] as synanthropic) wildlife is abundant in cities, and is composed of species that respond to behavioral and resource-based selection pressures imposed by urban environments. Many synanthropic species have been shown to carry zoonotic pathogens and, in some cases, act as reservoir hosts for these pathogens... As such, human activities that increase exposure to populations of urban-dwelling wildlife species will undoubtedly increase the risk of pathogens spilling over to humans or livestock.” (Hassell, J. et al. 2017) Preventing poultry from being at-large, and furthermore, contained in a manner which makes them less accessible to predatory wildlife, is important to regulate for the mitigation of multiple threats to public health.

⁶ §90.08(D)(2)(a), Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances

At-large poultry can lead to the spread of zoonotic diseases (e.g. Avian Influenza, Salmonellosis, and Campylobacteriosis) themselves as well. This poses a significant public health risk, especially for at-risk populations, such as children and the elderly, in densely populated urban areas where close contact between poultry and people is more likely. While the Centers for Disease Control and Prevention reported that in the recent multistate outbreak of Avian Influenza that four cases were associated with sick dairy cows, the remaining 9 cases were directly attributed to exposure to sick poultry. (CDC August 2024) At-large poultry may also come into contact with poultry from another property and risk the spread of zoonotic diseases to other animals, negatively impacting the conservation, protection, or production of food and other agricultural products in separate agricultural operations.

Salmonellosis is often transmitted through direct contact with poultry or their environments, leading to gastrointestinal illness. It is believed that 11 percent of all non-typhoidal Salmonellosis is caused by contact with animals. (Marus et al. 2019) Many farm animals are infected with Salmonella and never show signs and symptoms of the disease. According to the National Library of Medicine: The National Center for Biotechnology Information, “Backyard poultry has become increasingly popular in industrialized countries. In addition to keeping chickens for eggs and meat, owners often treat birds as pets.” (Pohjola et al. 2016) This finding is re-emphasized in a study by Ontario Public Health which states, “Today, backyard chicken owners may also develop emotional attachments to their flocks, viewing them as pets and practicing closer contact in some cases.” Their report goes on to highlight that, “In general, studies have found limited awareness of the association between infectious disease risk and live poultry contact, as well as a lack of biosecurity measures among flock owners.” (Public Health Ontario 2023) Individuals risk contracting a zoonotic disease “by touching animals or an animal’s saliva, blood, urine, feces, or other bodily fluids; animal bites and scratches, or contact with contaminated objects in areas where animals live and roam, such as habitats, supplies, and animal food. People and their pets can also get zoonotic diseases by drinking water or eating food contaminated by animals, such as raw fruits and vegetables that have come into contact with animal feces.” (CDC May 2024) By requiring proper containment, the city can mitigate these risks and ensure protection from the spread of identified contagious diseases that are directly attributed to the poultry-related agricultural operation.

Conditions for Proximity to Residential Structures

§90.08(B) provides conditions for the keeping of domestic fowl on single-family residential properties, outlining minimum distance requirements between the exterior side of a coop or housing enclosure and the exterior side of the primary residential structures on all adjacent properties. The minimum distance requirements also indicate the maximum density allowed on single-family residential property, preventing overcrowding and overuse of small residential lots for agricultural purposes.

§90.08(D)(3) further provides the condition that coops or exercise yards shall be constructed in compliance with all zoning requirements for accessory buildings. Setback rules, which specify minimum distances between a structure and property lines, are integral to protection from an infestation of vermin or insects, physical injury, and the spread of zoonotic diseases. For example, animal cages, equipment and water troughs can be contaminated with Salmonella, which could be washed over into neighboring residences during rain events. This increases the risk of Salmonella infections in high-risk individuals, such as children under the age of 5, elderly individuals, people with weakened immune systems, and pregnant women. (CDC February 2024)

Furthermore, the setback of accessory structures allows for improved natural light and ventilation, allowing fresh air to circulate around the structure more effectively. Proper ventilation is reported to help manage humidity levels and reduce the concentration of harmful pollutants like ammonia, as well as improving internal temperatures of coops, minimizing the risk of heat stress and disease outbreaks among poultry. (Oloyo and Ojerinde 2019) Additionally, minimum setback requirements help reduce the risk of spread and ultimate damage caused in the event of a fire emergency. Greater separation distances can reduce the likelihood of radiant heat, embers, or direct flame contact igniting nearby structures. (Gonzalez-Mathiesen and March 2014)

These restrictions ensure that poultry are kept at a safe quantity and distance in relation to adjacent residential structures, minimizing the risks associated with the spread of zoonotic diseases, and reducing the likelihood of disease transmission to humans.

Keeping or Maintaining Fowl within 100 feet of Private Water Well

The prohibition of keeping or maintaining poultry within 100 feet of private water wells protects against the contamination of drinking water sources, which could otherwise lead to serious health issues. According to the Centers for Disease Control and Prevention, common ways people can get infected with germs that can cause zoonotic disease include waterborne contact, meaning “Drinking or coming into contact with water that has been contaminated with feces from an infected animal.” (CDC February 2024) A journal article from the National Library of Medicine, the National Center for Biotechnology Information, found that Campylobacter excreted from all reservoirs can be found throughout the environment including soil, beach sand, sewage, and groundwater.” (Oden et al. 2014) Regarding Salmonella, the University of Cornell College of Veterinary Medicine states, “Outbreaks of [*Salmonella*] are often seen after episodes of flooding or runoff.” (2024) With poultry identified as a high carrier of infectious pathogens such as Campylobacter and Salmonella, these restrictions can reduce the contamination of groundwater sources caused by improper disposal or treatment of animal waste.

Keeping or Maintaining a Rooster Outside a Poultry Farm

The prohibition of keeping or maintaining a rooster on any property other than a poultry farm protects from public injury due the increased risk of aggressive behavior, which can lead to

conflicts with other animals or humans. Further, the necessity of managing male chickens for egg fertilization and the subsequent care required can be challenging in an urban setting, where space and resources are limited. There have been documented cases of roosters causing various injuries, sometimes leading to severe consequences, including fatalities. (Fronczek et al. 2020) For example, a case reported in *Pediatrics* described incidents where children were attacked by roosters, leading to serious injuries such as retained spurs that required medical intervention. Another study detailed a fatal brain abscess in a child caused by rooster pecking, emphasizing the risks that these animals can pose, particularly to vulnerable individuals. (Kovach, Maguluri, and Recchia 2006)

Storage and Disposal of Food and Animal Wastes

To protect from the imminent danger of an infestation of vermin or insects, the manner of requirement includes the requirement that food sources be stored in secure containers, that manure and soiled bedding be “immediately disposed of, properly composted, or stored in secure containers”, and perishable food scraps not be fed except within or upon an impervious container or platform.⁷ According to an article in *Animals*, “Due to good living conditions related to the availability of feed, water, and shelter, rodents are widespread on livestock farms. Rodents cause direct feeding loss, contamination of feeding stocks by urine and feces, and damage to infrastructure.” Furthermore, rodents “are also vectors for the transmission of various zoonotic infectious agents and parasites to other livestock” and are known carriers of Hantavirus and Leptospirosis. (Schulze et al. 2023 and Hassell, J. et al. 2017) The improper disposal of animal waste can attract a high number of flies, which are known to carry over 60 diseases that can infect humans. Contamination from improper animal waste management can increase the risk of disease transmission in multiple ways, including the failure to practice small mitigation techniques, such as wearing dedicated clothing and shoes that are removed after working with animals in order to prevent cross-contamination to other areas of the property. (Public Health Ontario 2023)

Agricultural operations can lead to more stormwater runoff that may affect local groundwater and have the potential to increase mosquito breeding sites, which become more prevalent in standing water that is enriched by animal wastes. According to the Texas Department of Health and Human Services, mosquitoes can transmit several diseases, while “West Nile Virus is the leading cause of mosquito-borne disease in the U.S. The virus can infect humans, birds, mosquitos, horses, and some other animals.” They further state that, “Most medically significant arboviruses [i.e. viruses transmitted by ticks and mosquitoes] are transmitted by mosquito vectors” in Texas. (Texas DSHS 2024) In 2023, Tarrant County reported a total of 244 positive findings of West Nile Virus in mosquito trap pools used for testing the prevalence of the virus in a geographic area. This was in addition to 256 positive findings in Non-Tarrant North Texas counties, with the overall annual

⁷ §90.08(E)(1)-(E)(3), Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances

total being 910 positive findings. (Tarrant County Public Health, 2023) These restrictions reduce the risk of vermin and insect infestations and their associated health hazards.

Additionally, the use of secure containers prevents access by pests, further protecting public health and maintaining environmental hygiene in the agricultural operation. Requiring proper food and waste management prevents the accumulation of increased waste, reducing the attraction of vermin or insects, and thereby reducing the risk of infestation. Lastly, feeding practices that prevent perishable food items from being left on the ground reduce the risk of contamination of soil and water through runoff, maintaining hygiene and preventing environmental pollution in the surrounding areas.

Sale of Domestic Fowl Meat Byproducts

To protect from the imminent danger of physical injury to other persons, the city provides that “Domestic fowl meat byproducts may not be sold or offered to be sold.”⁸ These restrictions reduce the risk of spread of infectious diseases, such as zoonotic Salmonellosis. In the event that the animal meat byproduct is contaminated by an infectious pathogen, the activity of selling such products increases the speed and distance the pathogen spreads, increasing the risk of illness and outbreaks. A study by *Zoonosis Public Health* documents a study of traceback investigation of Salmonellosis cases identified in 25 product/pet stores, “of which 18 were linked to a single poultry breeder farm.” (Laidlow et al. 2022) Both Salmonella and Campylobacter present a high risk of infection or illness from sources such as consuming raw or undercooked poultry and coming into contact with infected surfaces, such as animals or their food, water, feces, and habitats. The risks associated with consuming adulterated or misbranded meat food products is addressed as policy in the Texas Meat and Poultry Act Section 433.002, which states, “It is essential in the public interest that the health and welfare of consumers be protected by assuring that meat and meat food products distributed to them are wholesome, unadulterated, and properly marked, labeled, and packaged. Unwholesome, unadulterated, or misbranded meat or meat food products [can] injure the public welfare.” The Texas Meat and Poultry Act further provides for exemptions for personal consumption in Section 433.006, stating that the inspection, packaging, and transportation requirements of the Act shall not apply to meat or meat food products that are “exclusively for personal use by the owner of the livestock, a member of the owner’s family, or a nonpaying guest of the owner.”⁹ The prohibition of offering domestic fowl byproducts for sale would align with the state’s current provisions and reduce the risk of exposure of the public to potentially contaminated products which can cause illness, injury, and in some cases, death.

Impact on Generally Accepted Agricultural Practices

Analysis of Impact:

⁸ §90.08(F), Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances

⁹ Texas Health and Safety Code, Title 6. Food, Drugs, and Hazardous Substances, Chapter 433.

- The prohibition on allowing any poultry or domestic fowl to be at-large will not restrict or prohibit a generally accepted agricultural practice as listed in the manual prepared under Section 251.007.¹⁰ It is a stated generally accepted agricultural practice in Texas for buildings to be provided for poultry, and for housing designs to “be generally aligned with the bird needs... [including] prevention against environmental conditions and predators.” (Texas A&M Agrilife Extension p. 33)
- The conditions for proximity to residential structures, including minimum distance and accessory structure setbacks, will not restrict or prohibit a generally accepted agricultural practice. These manners of requirements align with the generally accepted agricultural practices for minimum land requirements per bird, and the improvement of ventilation, which assists with the “removal of moisture, excess heat, waste gasses such as carbon dioxide and ammonia, and to provide oxygen.” (Texas A&M Agrilife Extension p. 33)
- The prohibition on the keeping or maintenance of poultry or domestic fowl within 100 feet of a private water well will restrict or prohibit a generally accepted agricultural practice. While having water available for the consumption of the poultry or domestic fowl is addressed by the Texas A&M AgriLife Extension, consideration for the protection of water sources is absent.
- The keeping or maintenance of a rooster outside of a poultry farm will restrict or prohibit a generally accepted agricultural practice as roosters are used to produce fertile eggs per the Texas A&M AgriLife Extension. (Texas A&M Agrilife Extension p. 33) While this requirement would cause a restriction on a generally accepted agricultural practice, roosters are not necessary for egg production, as eggs do not need to be fertilized for consumption.
- The manners of requirement for the storage and disposal of food and animal wastes will not restrict or prohibit a generally accepted agricultural practice. It is generally stated that to protect birds “from biosecurity hazards such as diseases and food safety contaminants” that a “viable pest control program for the mitigation of predators, insects, and rodents” is recommended. It is further stated that, “manure is typically aged, composted, or disposed of properly.” (Texas A&M Agrilife Extension p. 33)
- The prohibition on the sale of animal meat by-products will not restrict or prohibit a generally accepted agricultural practice as listed in the manual prepared under Section 251.007.¹¹ Consideration for the sale of animal by-products such as meat or eggs is wholly absent. The only animal byproduct addressed is poultry manure, of which the manual states, “Nutrients may be removed from the property by selling to farmers for placement on hay, grass sod, crops, and other residue fields.” (Texas A&M Agrilife Extension p. 33)

Determination of Necessity

¹⁰ Texas Agriculture Code, Title 8. Protection and Preservation of Agricultural Operations, Chapter 251. Effect of Nuisance Actions and Governmental Requirements on Certain Agricultural Operations

¹¹ Texas Agriculture Code, Title 8. Protection and Preservation of Agricultural Operations, Chapter 251. Effect of Nuisance Actions and Governmental Requirements on Certain Agricultural Operations

There is clear and convincing evidence that the purposes of the above-mentioned requirements cannot be addressed through less restrictive means and that the requirements are necessary to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the poultry-related agricultural operation from imminent danger.

Conclusion and Recommendations

In summary, keeping livestock and poultry in highly dense residential areas poses significant health risks due to disease transmission, sanitation challenges, safety concerns, and space constraints. These issues can negatively impact both human health and animal welfare, highlighting the need for appropriate governmental requirements to manage livestock and poultry in urban environments effectively.

The proposed governmental requirements provided herein are not intended to prohibit the raising or keeping of livestock or poultry, but instead to provide for compliance standards and consistent enforcement of restrictions that mitigate adverse effects on neighboring properties. The City Council should consider recommendations which balance and serve the needs of agricultural operations and the obligation of the city to protect the health of livestock and poultry owners, surrounding residents, and other animals. This can be accomplished by setbacks of placement of animal feeding and housing areas. Governmental requirements regarding where waste products can be stored and treated are also a priority to reduce potential negative impacts on health or impacts on stormwater systems contaminated by runoff from animal waste. It should also be taken into consideration methods to prevent dangerous animals, such as roosters or large livestock animals, from becoming at-large, as this may prevent injury and loss of life in densely populated areas.

The revision of Title IX: General Regulations, Chapter 90: Animal Control, Mansfield Code of Ordinances is necessary to protect public health and safety, prevent environmental contamination, enhance community welfare, and ensure efficient administrative operations. Despite imposing restrictions on agricultural operations, these requirements are essential to address the imminent dangers associated with keeping livestock or poultry in residential areas. The ordinance balances the needs of agricultural practices with the imperative to protect the well-being of the city's residents and environment. Furthermore, by setting specific conditions, the ordinance ensures that requirements are applied consistently across the city, promoting fairness and transparency in enforcement in the protection from imminent dangers related to agricultural operations.

Appendices

- Appendix A: **§ 90.06 LIVESTOCK AND LIVESTOCK PERMITS.**
- Appendix B: **§ 90.08 KEEPING OF FOWL.**
- Appendix C: **§ 90.01 DEFINITIONS.**
- Appendix D: **LIST OF EVIDENCE AND DATA SOURCES**

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APPENDIX A

§ 90.06 LIVESTOCK AND LIVESTOCK PERMITS.

(A) Permits will only be issued by the Animal Care and Control Department for Livestock that are kept in conformance with the regulations in this chapter.

(B) It shall be unlawful and illegal for any person owning or having control over any Livestock to allow the same to be At-Large unattended on any public property, on any public right-of-way, or on the property of another without the consent of such other person.

(C) It shall be unlawful and illegal for any person owning or having control over any Livestock to keep said Livestock within the corporate limits of the City of Mansfield, regardless of whether Livestock are kept for personal use or for commercial purposes, unless a Livestock permit has been obtained from the Animal Care and Control Department as designated within this chapter.

(D) In order to obtain a Livestock permit, an Owner of Livestock shall complete an application on a form prescribed by the Animal Care and Control Department, registering their property with the City and describing the type of Livestock and the number of Livestock which shall live thereon. In completing the Livestock application, the Owner of Livestock shall be required to pay a one-time permit application fee. The fee shall be set at an amount established in the Master Fee Schedule as adopted by the City Council, and as amended from time to time. A Livestock permit is valid for one year starting January 1 until December 31 of the same year. Mid-year application for a Livestock permit shall be valid from the time of permit fee payment and the application has been approved, through December 31 of the same year. Thereafter, a Livestock permit shall be valid from January 1 to December 31 of the year of issuance.

(E) All Livestock permits shall be renewed on an annual basis. The permit renewal shall be on a form prescribed by the Animal Care and Control Department, and shall be filed with the Animal Care and Control Department by January 1 each year. Current Livestock permit holders shall not be required to pay a permit renewal fee provided they have complied with the filing requirements under this subsection. Notice for renewal may be provided to the permit holder by the Animal Care and Control Department by mail to the designated (last known) mailing or email address, as provided in the previous years' Livestock permit application. Failure to renew the Livestock permit by January 1 shall result in citation. A Livestock permit that has lapsed for failure to renew will be reinstated upon completion of a new permit application and payment of the permit application fee.

(F) Livestock permit holders may receive penalties as permitted within this Chapter for any of the following reasons:

- (1) Animal cruelty or neglect as defined in Tex. Penal Code § 42.09.
- (2) More than three violations of livestock at-large within a calendar year.
- (3) Failure to obtain a livestock permit within fifteen (15) calendar days of placing livestock on property within the city.

APPENDIX B

§ 90.08 KEEPING OF FOWL.

(A) The keeping of Domestic Fowl on any residential properties shall meet the following conditions:

(1) For any lot size, if the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is less than fifty (50) feet, no fowl may be kept on the property.

(2) For any lot size, if the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is fifty (50) feet or greater but less than seventy (70) feet, no more than six (6) Domestic Fowl shall be kept.

(3) For properties in which the distance between the exterior side of the Coop on the property and the exterior side of the primary residential structures on all adjacent properties is seventy (70) feet or greater:

(a) If the property is less than one half (1/2) acre, no more than ten (10) Domestic Fowl shall be kept.

(b) If the property is greater than one half (1/2) acre but less than three quarters (3/4) of an acre, no more than fifteen (15) Domestic Fowl shall be kept.

(c) If the property is greater than three quarters (3/4) of an acre but less than one (1) acre, no more than eighteen (18) Domestic Fowl may be kept.

(d) If the property is greater than one (1) acre, no more than twenty-five (25) Domestic Fowl may be kept.

(B) A person commits an offense if the person:

(1) Fails to keep any duck, goose, or swan from being At-Large; however, all ducks, geese, or swans found within the parks of the city are hereby exempted.

(2) Fails to keep any Domestic Fowl contained within a Coop or Exercise Yard at any time, except:

(a) When being removed to be transported to, or returned from, a location off the property; or,

(b) During daylight hours when they are under the direct supervision of an adult, provided that they are enclosed within a perimeter fence at a height which would prevent them from becoming At-Large; or,

(c) When being temporarily confined in a garage or indoor space during periods of extreme weather or brooding.

(3) Constructs or maintains a Coop or Exercise Yard that fails to comply with the requirements of this chapter and all zoning requirements for accessory buildings.

(4) Keeps or maintains roosters except within a Poultry Farm; and

(5) Keeps or maintains fowl within 100 feet of any private water well.

(C) In connection with all of the above, the premises and facilities used for the keeping of Domestic Fowl authorized to be kept under any of the provisions of this section must be kept in such a manner so as not to endanger the public health, safety or welfare of others, or become a public Nuisance. This shall include:

(1) Hay, grain, feed, and all other food sources shall be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;

(2) Manure and soiled bedding material shall be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents or insects;

(3) Food scraps, kitchen scraps, or other perishable food items shall not be fed on the ground or in any container other than an impervious container or on an impervious platform; and,

(4) Domestic Fowl meat byproducts may not be sold or offered to be sold.

(D) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of Domestic Fowl on such property.

APPENDIX C

§ 90.01 DEFINITIONS. *(as relevant)*

AT-LARGE. Not completely confined by a building, wall, or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a hand-held leash under the control of a capable person or held in the hands of the Owner. An animal confined within an automobile or other vehicle under the control of its Owner shall not be deemed At-Large so long as such confinement reasonably prevents access to the public. Animals that are unrestrained in the open bed of a truck, tractor, trailer, or similar type vehicle will be considered At-Large. Any dog confined within a city owned Dog Park is not considered At-Large.

COOP. A covered, predator-resistant house for Domestic Fowl that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a Shelter, Animal Housing enclosure, and any other applicable requirements of this chapter.

DOMESTIC FOWL. Birds of a breed developed or kept for the purpose of meat production, egg laying, or purely ornament or show, including but not limited to ducks, guineas, geese, chickens, turkeys, quail, parakeets and pigeons.

EXERCISE YARD. An enclosure attached to a Coop that provides exercise for Domestic Fowl and is constructed to prevent the Domestic Fowl from escaping such enclosure and offers protection from predators. Mobile/moveable housing such as chicken tractors may also be used.

LIVESTOCK. Any Domestic Animal typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, included, but not limited to, regardless of age, sex or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised for food or fiber source; Domestic Fowl; and pigs or hogs, consisting of all swine species.

NESTING BOX. A clean, dry enclosed area in a Coop designed to facilitate egg laying that is large enough to allow each hen being kept inside to sit, stand up, and turn around easily, with sufficient bedding material or nest pads to reduce egg breakage during laying.

POULTRY FARM. An agriculturally zoned tract of land devoted principally to the raising of poultry for commercial purposes.

SHELTER. A structure that is capable of adequately providing cover and protection from the heat, cold and other environmental conditions. At minimum, a Shelter must have three (3) sides, a top, and a bottom and must be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around and lie down, but be small enough to prevent the loss of body heat during cold weather.

SWINE. Any of various omnivorous, even-toed ungulates of the family *Suidae*, including pigs, hogs, and boars, having a stout body with thick skin, a short neck, and a movable snout.

APPENDIX D

LIST OF EVIDENCE AND DATA SOURCES:

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CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6309

Agenda Date: 12/9/2024

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, Awarding a Construction Contract to Cole Construction, Inc. in an Amount Not to Exceed \$2,923,801.86 for Construction of Phase 1B Improvements at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (ARPA, MPFDC Fund)

Requested Action

Consider and Approve a Resolution to Award Construction Contract

Recommendation

Approve Resolution

Description/History

Katherine Rose Memorial Park, a former pecan orchard named after the wife of the previous land owner, is a 31.29-acre park located at the intersection of Walnut Creek Drive and Smith Street. The park land was purchased in 1992 by the Mansfield Park Facilities Development Corporation (MPFDC) with proceeds from the half cent sales tax. The park was then developed and opened in 1996, in part with grant funding from the Texas Parks and Wildlife Department. Amenities installed over the course of the park's history have consisted of a children's playground, picnic pavilions with tables and grills, one large event pavilion with tables and grills, uncovered picnic tables with grills, lighted basketball courts, lighted volleyball courts, horseshoe pits, restroom facilities, circulating trail with exercise stations, a fishing/drainage pond, vehicular access and parking areas, and park equipment such as benches and trash cans.

The master plan for these parks was created and produced by Parkhill, Inc. in 2022-23. It has laid out the future development of these parks, addressing needed infrastructure and recreational amenities within the combined 40.72-acre area of parkland. From this plan, the direction and location of Phase 1B has been determined. This phase includes the construction of a new restroom building, pavilions, sitework and installation of a new playground, while maintaining the essence of the original park setting.

The project was advertised for bid on October 9th and 16th. The bid opening was held on November 21st, with nine firms submitting bids. Following review of project experience and reference checks, staff is recommending an award to Cole Construction, Inc. in the amount of \$2,923,801.86. The total base bid price for Cole Construction was adjusted slightly from the bid tab form following the instructions to bidders in the contract documents for calculating bids. The bid from ICGM Group LLC was deemed non-responsive due to numerous omitted items

and errors throughout their bid form. The bid tab is attached.

Justification

Existing park amenities require updating, relocation, and renovation due to increased use, flooding events, and for added safety. A master plan of Katherine Rose Memorial Park and Hardy Allmon Soccer Complex was finalized in February 2023. The approval of this construction contract is the next step in the redevelopment/renovation of the park.

Funding Source

ARPA, MPFDC 1/2 cent sales tax

Prepared By

Matt Young, Executive Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AWARDED A CONSTRUCTION CONTRACT TO COLE CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED \$2,923,801.86 FOR CONSTRUCTION OF PHASE 1B IMPROVEMENTS AT KATHERINE ROSE MEMORIAL PARK; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (ARPA, MPFDC FUND)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City Council and Mansfield Park Facilities Development Corporation (MPFDC) approved the Parks, Recreation, Open Space & Trails Master Plan in 2020; and,

WHEREAS, the Master Plan determined the need for improvements at the Katherine Rose Memorial Park; and,

WHEREAS, the City Council and MPFDC determined that constructing these improvements at Katherine Rose Memorial Park will fulfill the need as indicated in the Master Plan; and,

WHEREAS, City staff has reviewed and considered a bid proposal from Cole Construction, Inc. for construction of Phase 1B Improvements at Katherine Rose Memorial Park and recommends approval of a construction contract for said services; and,

WHEREAS, funding for this contract is available from the American Rescue Plan Act and the MPFDC Fund; and,

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and,

WHEREAS, the City Council deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

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

SECTION 1.

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

SECTION 2.

A construction contract with Cole Construction, Inc. in an amount not to exceed Two Million Nine Hundred Twenty-Three Thousand Eight Hundred One and 86/100 dollars (\$2,923,801.86) for construction of a Phase 1B Improvements at Katherine Rose Memorial Park is hereby approved.

SECTION 3.

The City Manager, or his designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

SECTION 4.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 9TH DAY OF DECEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2024-23-01-10

Project: 2024-23-01-10 Katherine Rose Park Phase 1B Restroom & Playground Improvements

Date: 11/21/24 @ 2:00 p.m.

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
ICGM Group LLC		<input checked="" type="checkbox"/> Yes	\$2,350,775.00	Received on 11/21 @ 11:46 a.m. by RG.
2550 Pacific Ave. Ste 700		<input type="checkbox"/> No		
Dallas, TX 75226				
Tegrity Contractors		<input checked="" type="checkbox"/> Yes	\$3,862,777.00	Received on 11/21 @ 1:33 p.m. by KB.
202 N. Allen Dr.		<input type="checkbox"/> No		
Allen, TX 75013				
Home Run Construction LLC		<input checked="" type="checkbox"/> Yes	\$4,125,165.85	Received on 11/21 @ 1:35 p.m. by KB.
PO Box 1479		<input type="checkbox"/> No		
Midlothian, TX 76065				
Ratliff Hardscape		<input checked="" type="checkbox"/> Yes	\$3,421,699.00	Received on 11/21 @ 1:38 p.m. by KB.
1740 Midway Rd.		<input type="checkbox"/> No		
Lewisville, TX 75056				
Millis Development & Construction		<input checked="" type="checkbox"/> Yes	\$3,145,649.00	Received on 11/21 @ 1:39 p.m. by KB.
931 Pheasant Valley Dr. Ste. 200		<input type="checkbox"/> No		
Missouri City, TX 77489				
C. Green Scaping, LP		<input checked="" type="checkbox"/> Yes	\$2,981,438.56	Received on 11/21 @ 1:41 p.m. by KB.
2401 Handley Ederville Rd.		<input type="checkbox"/> No		
Fort Worth, TX 76118				
SCI Construction		<input checked="" type="checkbox"/> Yes	\$3,078,069.00	Received on 11/21 @ 1:52 p.m. by KB.
14170 FM 2964		<input type="checkbox"/> No		
Whitehouse, TX 75791				
Cole Construction Inc.		<input checked="" type="checkbox"/> Yes	\$2,923,837.90	Received on 11/21 @ 1:54 p.m. by KB.
13015 Alta Vista Rd.		<input checked="" type="checkbox"/> No		
Keller, TX 76244				
JC Commercial Incorporated		<input checked="" type="checkbox"/> Yes	\$2,937,777.00	Received on 11/21 @ 1:55 p.m. by KB
1801 Lakepointe Dr. Ste. 129		<input type="checkbox"/> No		
Lewisville, TX 75057				



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6310

Agenda Date: 12/9/2024

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, Awarding a Construction Contract to AUI Partners, LLC in an Amount Not to Exceed \$4,245,212.36 for Construction of Julian Feild Park Improvements; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (TIRZ #1)

Requested Action

Consider and Approve a Resolution to Award Construction Contract

Recommendation

Approve Resolution

Description/History

Julian Feild Park is an 8-acre park located at 1531 E. Broad Street. It is currently home to a small playground, two small parking lots and the Serenity Gardens. The Mansfield Park Facilities Development Corporation purchased three of the acres in 2018 to allow for the expansion of the park to include other amenities such as a looped walking trail and picnic stations. The acquisition also allowed for a potential future connection to the Walnut Creek Linear Park system through James McKnight Park West.

Later in 2018, the City Council’s Public Memorials Sub-Committee began meeting to discuss a possible veterans memorial in our city. After evaluating 12 different locations, the City Council accepted the sub-committee’s recommendation and formally selected Julian Feild Park as the site for a future veterans memorial at their February 25, 2019 meeting.

In 2021, the City contracted with Kimley-Horn and Associates, Inc. to complete a conceptual master plan and develop cost estimates for the proposed veterans memorial. The improvements at Julian Feild Park will occur in phases. Phase one will include components that will serve the veterans memorial, including restrooms, pavilion, pond, trail, bridges, monument signage, an event plaza, memorial plaza, and improvements to the Serenity Gardens. Future phases will provide a looped trail throughout the park, scenic overlooks, wildflower areas and additional parking.

The project was advertised for bid on October 30th and November 6th. The bid opening was held on November 26th, with nine firms submitting bids. Following review of project experience and reference checks, staff is recommending an award to AUI Partners, LLC in the amount of \$4,245,212.36. The total base bid price for Cole Construction was adjusted slightly from the bid

tab form to \$3,995,212.36 following the instructions to bidders in the contract documents for calculating bids. In addition to the base bid, this contract includes a project contingency of \$250,000, for a total award of \$4,245,212.36. The bid tab is attached.

Justification

Existing park amenities require updating, relocation, and renovation due to increased usage, flooding events, and for added safety. A master plan of Julian Feild Park was finalized in 2021. The approval of this construction contract is the next step in the redevelopment/renovation of the park.

Funding Source

Tax Increment Reinvestment Zone #1

Prepared By

Matt Young, Executive Director of Community Services
Matt.Young@mansfieldtexas.gov
817-728-3397

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AWARDED A CONSTRUCTION CONTRACT TO AUI PARTNERS, LLC, IN AN AMOUNT NOT TO EXCEED \$4,245,212.36 FOR CONSTRUCTION OF JULIAN FEILD PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (TIRZ #1)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, in 2018, the City Council’s Public Memorials Sub-Committee determined the need for a Veterans Memorial and recommended it be constructed in Julian Feild Park; and,

WHEREAS, the City is currently working towards implementing the master plan for a Veterans Memorial at Julian Feild Park; and,

WHEREAS, City staff has reviewed and considered a bid proposal from AUI Partners, LLC for construction of Julian Feild Park Improvements and recommends approval of a construction contract for said services; and,

WHEREAS, funding for this contract is available from Tax Increment Reinvestment Zone #1; and,

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and,

WHEREAS, the City Council deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

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

SECTION 1.

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

SECTION 2.

A construction contract with AUI Partners, LLC in an amount not to exceed Four Million Two Hundred Forty-Five Thousand Two Hundred Twelve and 36/100 dollars (\$4,245,212.36) for construction of Julian Feild Park Improvements is hereby approved.

SECTION 3.

The City Manager, or his designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

SECTION 4.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 9TH DAY OF DECEMBER 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2024-23-01-11

Project: 2024-23-01-11 Julian Feild Park Improvements

Date: 11/26/24 @ 2:00 p.m.

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
A&C Construction, Inc. 1400 Irving Blvd. Ste. 201 Irving, TX 75061		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$4,358,000.00	Received on 11/26 @ 1:39 p.m. by KB
D.L. Meacham Construction 1702 Washington Ave. Houston, TX 77007		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$4,142,289.28	Received on 11/26 @ 1:45 p.m. by KB
Tegrity Contractors Inc. 202 N. Allen Dr. Ste. E Allen, TX 75013		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,077,777.00	Received on 11/26 @ 1:46 p.m. by KB
Millis Development & Construction llc 931 Pheasant Valley Dr. Suite 200 Missouri City, TX 77489		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$4,106,398.00	Received on 11/26 @ 1:48 p.m. by KB
AUI Partners LLC 9800 Hillwood Pkwy. #160 Fort Worth, TX 76177		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$3,995,057.00	Received on 11/26 @ 1:48 p.m. by KB
C. Green Scaping, LP 2401 Handley Ederville Rd. Fort Worth, TX 76118		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$4,283,865.50	Received on 11/26 @ 1:50 p.m. by KB
Harper Smith & Associates 4402 Rowlett Road Rowlett, TX 75088		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$6,504,723.80	Received on 11/26 @ 1:51 p.m. by KB
Homerun Construction LLC P.O. Box 1479 Midlothian, TX 76065		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,601,242.00	Received on 11/26 @ 1:52 p.m. by KB
SCI Construction 14170 FM 2964 Whitehouse, TX 75791		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$4,362,111.00	Received on 11/26 @ 1:53 p.m. by KB



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6323

Agenda Date: 12/9/2024

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 Professional Services Contract with Landtec Engineers, LLC, in an Amount Not to Exceed \$119,130.00 for Construction Materials Engineering, Testing Services, and Special Inspections for the Mansfield Fire Station 1 Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date

Requested Action

Staff is requesting approval of the professional service agreement with LandTec Engineers, LLC, for the materials testing and special inspection services related to the Mansfield Fire Station 1 Project.

Recommendation

Staff recommends approval of this contract.

Description/History

Fire Station No. 1 is currently situated in Historic Downtown Mansfield, just south of Broad Street and off Main Street. This upcoming construction project will create a modern, state-of-the-art facility for the city’s firefighters, while relocating the station to a new location within Historic Downtown. The move will ensure no interruption to emergency services by enabling a seamless transition, and it will free up valuable Main Street property for more suitable uses, such as retail, dining, and entertainment. Council authorized the use of the Construction Manager at Risk (CMAR) Delivery Method on January 8th, 2024, approved a CMAR contract with Crossland Construction on July 22nd, 2024, and the Guaranteed Maximum Price amendment on November 11th, 2024. This resulted in a Notice to Proceed being issued by city staff to begin construction.

Materials testing and the other services provided by professionals such as LandTec are extremely important for facility projects. They provide quality assurance, compliance with codes, additional safety, and performance verification for materials used in the project including (but not limited to) soil work, steel, and concrete. Industry standard and best practice is to appoint an independent 3rd-party to conduct these tests.

Justification

LandTec has previously provided the same services on other facility projects for the City and are highly qualified. Both staff and the City's owner representative have reviewed and

recommend approval of the proposed contract.

Funding Source

Building Construction Fund

Prepared By

Kristen Petree, Capital Project Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH LANDTEC ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$119,130.00 FOR CONSTRUCTION MATERIALS ENGINEERING, TESTING SERVICES, AND SPECIAL INSPECTIONS FOR THE MANSFIELD FIRE STATION 1 PROJECT; FINDING THAT THE MEETING AT WHICH THIS IS APPROVED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (BUILDING CONSTRUCTION FUND)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the Mansfield Fire Station 1 Project is utilizing the Construction Manager at Risk (CMAR) delivery method, which City Council authorized on January 8th, 2024; and,

WHEREAS, the City approved the Guaranteed Maximum Price Amendment with Crossland Construction Company, the CMAR, on November 11th, 2024, transitioning the Mansfield Fire Station 1 Project into construction; and,

WHEREAS, Materials Engineering, Testing Services, and Special Inspections are required by Chapter 17 of the International Building Code; and,

WHEREAS, LandTec is an independent and experienced materials and geotech testing company; and,

WHEREAS, funding for the contract is available from the Building Construction Fund.

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

SECTION 1.

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

SECTION 2.

The Professional Services Contract with LandTec Engineers, LLC, in an amount not to exceed \$119,130.00 for the Materials Engineering, Testing Services, and Special Inspections for the Mansfield Fire Station 1 Project, is approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose

of said meeting was given as required.

SECTION 4.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 9TH DAY OF DECEMBER, 2024.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

This Professional 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 **Landtec Engineers**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a “Party” and are collectively referred to herein as the “Parties”.

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. PROFESSIONAL shall provide professional services, as further described in Exhibit “A”, within 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 PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed **one hundred, nineteen thousand, one hundred and thirty Dollars and 00/100 (\$119,130.00)** as stated in Exhibit “A”, unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit “A”, if applicable. In the event of a conflict between Exhibit “A” 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 PROFESSIONAL when PROFESSIONAL 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 PROFESSIONAL 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**

PROFESSIONAL, 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. PROFESSIONAL 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. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL 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. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL 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. PROFESSIONAL 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 PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits 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. PROFESSIONAL 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 "B".

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

**ARTICLE V.
PROFESSIONAL'S COORDINATION WITH OWNER**

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

**ARTICLE VI.
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, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As

soon as practicable after receipt of notice of termination, PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL, 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. PROFESSIONAL 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. PROFESSIONAL shall be liable for any additional cost to complete the project as a result of PROFESSIONAL's termination of this Contract without cause.

ARTICLE VII. OWNERSHIP OF DOCUMENTS

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

ARTICLE VIII. INSURANCE

A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL 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 PROFESSIONAL'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: PROFESSIONAL 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 claim.

B. Each insurance policy to be furnished by PROFESSIONAL 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 PROFESSIONAL, 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 PROFESSIONAL. 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. PROFESSIONAL agrees to the following:

1. PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL;
3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL 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 PROFESSIONAL from liability;
4. No special payments shall be made for any insurance that PROFESSIONAL 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 IX.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL 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 PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL 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 PROFESSIONAL, 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, PROFESSIONAL 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 XI.
PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this Contract, PROFESSIONAL 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, the PROFESSIONAL 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 XII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL's 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 PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL's 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 PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIII.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) 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 PROFESSIONAL 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 PROFESSIONAL.

ARTICLE XIV.
SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL 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 PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XV.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, or agents 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 or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code

ARTICLE XVI.
INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, 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, to the extent caused by PROFESSIONAL's negligent act or omission of PROFESSIONAL, its officers, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL 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 XVII.
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 XVIII.
INDEPENDENT CONTRACTOR**

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL 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, subcontractors and professionals; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and professionals and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

**ARTICLE XIX.
DISCLOSURE**

By signature of this Contract, PROFESSIONAL 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. PROFESSIONAL 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 XXI.
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 Exhibit "A". 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 XXII.
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 XXIII.
DEFAULT**

If at any time during the term of this Contract, PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXIV.
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 XXV.
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 XXVI.
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 XXVII.
EQUAL EMPLOYMENT OPPORTUNITY

PROFESSIONAL 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. PROFESSIONAL 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 PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

ARTICLE XXVIII.
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 XXIX.
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.: Kristen Petree 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4260
If intended for Professional, to:	LandTec Engineers Attn: Thomas D. Baker, Principal Engineer 3906 Interstate 20 West Arlington, TX 76017 817-572-2818

ARTICLE XXX.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities,

and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

ARTICLE XXXI.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

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

[Signature Page Follows]

EXECUTED this the **9th** day of **December, 2024**, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Name: **Matt Jones**
Title: **Assistant City manager**

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
LandTec Engineers

By: Thomas D Baker
Name: **Thomas D. Baker**
Title: **Principal Engineer**

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

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

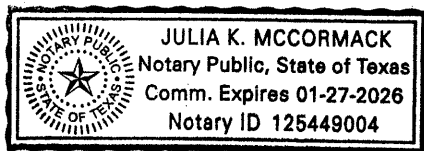
Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 3rd day of December,
2024, by Thomas D. Baker, Principal of
LandTec Engineers, LLC.



Julia K McCormack

Notary Public in and for the State of Texas



Geotechnical & Environmental Engineering
Construction Materials Testing
Laboratory Testing

November 12, 2024
Proposal No. 4711

Kristen Petree
City of Mansfield
Management Analyst
kristen.petree@mansfieldtx.gov

**RE: Proposal for Construction Materials Engineering & Testing Services and
Special Inspections
Fire Station #1, Mansfield, Texas**

Dear Kristen:

In accordance with your request, we are pleased to submit the following proposal and cost estimate to provide Construction Materials Engineering, Testing Services and Special Inspections for the Fire Station #1 project in Mansfield, Texas.

We are providing this proposal based on the understanding that LandTec Engineers has been selected to perform the CMT services listed herein based on qualifications, therefore complying with the Texas Board of Professional Engineers, Engineering Practice Act. LandTec Engineers Professional Engineering Firm No is F-00329. If this proposal is considered based on a competitive bid process, LandTec will consider this proposal void and withdraw it from consideration.

Information provided to prepare this proposal included the Project Manual and 100% CD Plan set dated September 24, 2024, prepared by Martinez Architects as well as Addendums 1, 2 and 3. It is our understanding that the project includes an approximately 18,000 square-foot 2-story masonry and steel structure. The building is to be supported by deep foundations piers and slab-on-grade foundations on a moisture conditioned building pad.

Plans were provided via email by Scott Brown of Peak Program Value on November 10, 2024. A construction schedule prepared by Crossland Construction Company dated June 13, 2024, was also provided.

LandTec's Basic Scope of Services for Construction Materials Engineering and Testing services are described in "Basic Scope of Services" attached herein.

The basis for our Cost Estimate for Construction Materials Engineering and Testing is based reviews of the provided construction schedule as well as LandTec's estimate of durations for each work item using previous experience with projects of similar size and type of construction as noted on the cost estimate sheet (attached).

Client and LANDTEC may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. The services provided by LANDTEC will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

COMPENSATION

LANDTEC proposes to perform the "Basic Scope of Services" outlined herein on a **Time and Materials Basis at an estimated cost of \$119,130.00**. The attached Cost Estimate sheet presents the estimated number of hours, tests, transportation, report preparation and review time for the construction project. The spreadsheet also presents the unit rates for the various activities.

These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated workforce requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us with a greater degree of confidence in the overall project estimate, rather than in any given task.

This proposal and cost estimate is valid for 90 calendar days from the date indicated on the first page of the proposal.

AUTHORIZATION

We appreciate the opportunity to submit this letter agreement and look forward to providing construction materials engineering, testing and Special inspection services. If additional information is needed or if you have questions, please call.

Please indicate your approval by signing one copy of the proposal and returning it to us. Any modifications to the attached language must be accepted by both parties.

Sincerely,



G. Scott Graves, P.E., M.Eng.
Sr. Geotechnical Engineer



Thomas D. Baker, P.E., RPLS
Principal Engineer

LANDTEC ENGINEERS

Mansfield's Fire Station #1
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation

*Texas Board of Professional Engineers and Land Surveyors
PE Firm No. F-000329 / RPLS Firm No. 100956-00*

Distribution by PDF: Kristen Petree – City of Mansfield
Chris Squadra – Peak Program Value, LLC
Scott Brown – Peak Program Value, LLC

Attachments: Basic Scope of Services
Cost Estimate
Terms & Conditions
GBA Statement

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached “General Terms and Conditions” (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Please indicate your approval by signing one copy of the proposal and returning it to us.

CITY OF MANSFIELD

By: _____ (Signature)

Name: _____ (Please Print)

Title: _____

Date: _____

LANDTEC ENGINEERS

BASIC SCOPE OF SERVICES

The following paragraphs and attachments detail our Basic Scope of Services and Estimated Cost for the construction materials engineering and testing and Special Inspection, coordination of field technicians and related engineering review of testing for the project. The required "Special Inspections" will be completed per the Special Inspection Program as defined in the construction documents.

- Special Inspections: Provide inspections services for structural components installation including earthwork, moisture conditioning, drilled pier deep foundations, structural concrete, structural steel and masonry.
- Provide experienced engineering technicians to perform on site and laboratory testing services.
- Provide an experienced Project Manager under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas) to provide oversight and coordination of the engineering technician's daily work, review test data, review test report submittals and prepare Special Inspection reports and letters.
- Under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas), LandTec's administrative staff will distribute reports to personnel as determined by the Client.
- A Professional Engineer will provide final acceptance reports for each category tested at the completion of the project in accordance with the City of Mansfield requirements.

Based on our current understanding of the proposed construction project, LANDTEC proposes the following Basic Scope of Services. The estimated number of days for LandTec to be on site is listed and is the basis of our cost estimate.

Soils Observation and Testing (General Site Grading / Moisture Conditioning / Paving Subgrade / Utility Backfill)

LandTec will provide testing on a periodic basis for earthwork, moisture conditioning, utility backfill and paving subgrade. LandTec will perform applicable laboratory tests for each source of fill material. LandTec will observe the subgrade, soil placement, lift, thickness, and compaction of soils and fills and test for moisture and density. In-place moisture-density (compaction) tests will be taken in each 6-to-8-inch lift of compacted fill material using a moisture density gauge. Tests will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately three tests per lift for general earthwork and paving subgrade. Tests taken for moisture conditioning will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately two test per lift and utility backfill will be taken at a rate of one test per approximately 150 linear feet per lift.

Utility Trenches: Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 200 linear feet of trench backfill each lift, with a minimum of two tests per lift. Tests will be performed for the sanitary sewer; storm drain and water lines.

Pavement Subgrade: Observation and testing of the pavement subgrade will include use of a Troxler nuclear density gauge to determine the moisture and density of the subgrade, and verify it is compacted as per the specifications. Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 5,000 square feet, with a minimum of two tests per section. Gradation tests will also be performed on the prepared subgrade once the chemical additive is applied at the rate of approximately one per three compaction tests.

Moisture Conditioning: Standard Proctor and classification tests will be performed for the on-site soils proposed for fill. In-place moisture-density (compaction) tests will be taken in each 8 to 12-inch lift of compacted fill material using a Troxler nuclear density gauge. Tests will be taken at a frequency of approximately one test per 2500 to 5,000 square feet with approximately two tests per lift. Swell tests will be taken at the rate of approximately one test per lift in areas of moisture conditioned soils.

All fill soils placed on lots must be placed at a compaction of 93 to 98 percent and to a moisture content of +5 and above of optimum moisture placed in 8 to 12-inch loose lifts.

Pre-Construction Meeting - LandTec recommends a pre-construction meeting at the site with representatives of the earthwork contractor, civil engineer, and LandTec. Items to cover include surveying requirements, locating the area on the lots to be moisture conditioned including the limits to moisture condition beyond the building pad, depth of moisture conditioning as per the Geotech Report and the limits for poly sheeting on the pad.

Surveying - The earthwork contractor should be responsible for hiring a surveyor with experience working on residential construction projects. We recommend the moisture conditioning part of the earthwork operation be surveyed by conventional methods rather than using GPS equipment on the dozer or track hoe. Surveying records should be developed and provided to the developer, civil engineer, and geotechnical engineer of record upon request.

- Locating and staking the lots to be moisture conditioned including staking the area to be excavated within the recommended limits beyond the house foundation. Setting grade stakes for depth of excavation, checking, and verifying the depth of excavation once the excavation is made prior to any backfilling.
- Setting grade for topping out the building pad, prior to the placement of the polyethylene sheeting, allowing for the 8 to 12 inches (maximum) of cover soil over the sheeting. Placement of more than 8 to 12 inches of cover is not allowed.
- Staking the limits of polyethylene sheeting per the developer/home builder requirements, verifying the sheeting extends over the area of moisture conditioned soils, and providing survey of the final limits of the poly sheeting.

- Checking to determine that final pad grade is established, drainage swales are shaped to the design grade and verifying that all grades are per the civil engineers grading plan.
- LandTec is not responsible for the location and depth of moisture conditioned work, and the location of poly sheeting. The earthwork contractor is responsible for these items.

Drilled Belled Pier Deep Foundations

Per Special Inspection Requirements, an engineering technician will observe the construction of drilled piers including the reinforcing steel cage, bearing material, depth, cleaning of the pier hole, removal of subsurface seepage, installation, and removal of temporary steel casing (if required), preparation of the pier log and placement of structural concrete. Samples of plastic concrete will be obtained for slump measurements and casting of compressive strength specimens. Structural concrete will be sampled each approximate 100 cy or fraction thereof. Observation and testing will be performed on a “continuous” basis.

Concrete Reinforcement & Cast-in-Place Concrete Testing and Inspection

An experienced engineering technician will observe the size, spacing, cover, positioning and grade of the steel as well as verify the bars are free of deleterious material. The technician will also check bar laps and splices to determine they are adequately tied and supported. Observation of reinforcing steel will be performed on a “periodic” basis.

Per Special Inspection Requirements, an ACI certified engineering technician will test the concrete for compressive strength, slump, air content and temperature for all concrete placed including slabs, walls, and paved areas. Samples of plastic concrete will be obtained for slump measurements, air and temperature, and casting of compressive strength specimens. Concrete will be sampled each 50 to 100 cy or fraction thereof for slump and a set of cylinders (5 each) will be cast and tested per each 50 to 100 cy or fraction thereof. The cylinders will be tested with one cylinder at 7-days, three at 28 days, and one held in reserve. Testing and observation of concrete placement will be performed on a “continuous” basis.

Structural Steel

Per Special Inspection requirements, Structural steel inspections will be conducted on-site using structural plans and specifications and approved shop drawings provided by the contractor. During steel erection, “periodic” visits will be made to the site as scheduled by the contractor to visually inspect the installation and tightening of high strength bolts on bearing type connections. Inspectors are to verify size, length, and location of welds at the completion of welding on a continuous basis.

Inspectors will also visually inspect on a continuous basis, single pass fillet welds, floor and deck welds, and shear connections. The inspector will inspect the steel frame for compliance with structural drawings including bracing, member configurations and connection details. During steel erection, continuous inspection will be performed for complete and partial penetration welds, multipass fillet welds and single pass fillet welds greater than 5/16”.

The General Contractor (GC) and Architect or Structural Engineer will need to confirm that “a qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC Certified Plant, Category STD at the time of bid” was purchased.

Our scope of services and cost estimate do not include inspection of structural steel at the fabrication plant. If the GC has not selected a steel fabricator and plant for this project, LandTec can provide a scope and cost estimate for fabrication plant inspection services.

Structural Masonry & Grout

Per Special Inspection Requirements, an experienced engineering technician will be responsible for the inspection of the construction of mortar joints, reinforcement placement and structural elements. An experienced engineering technician will also be responsible for the inspection of grout to ensure the grouting area is clean, placement of reinforcement, and grout placement. Grout will be sampled each day and a set of prisms (4 each) will be cast; the prisms will be tested for compressive strength with one at 7-days, two at 28 days, and one held in reserve. Testing and observation of masonry will be performed on a “periodic” basis.

Sprayed Fire-Resistant Material

Our field personnel will observe the fireproofing material spray-applied to the building frame. Thickness, density, and bond strength tests will be performed on the fireproofing material.

ADDITIONAL SERVICES / EXCLUSIONS

The following services are not included in the *Basic Scope of Services* and will be considered as *Additional Services* when required or requested:

- Additional hours or trips for the engineering technician beyond the specific hours/trips detailed on the attached spreadsheets.
- Additional engineering, site visits, report review and preparation time beyond what is outlined in Basic Scope of Services and detailed on the attached spreadsheets.

- Additional testing beyond that outlined in *Basic Scope of Services* on the attached spreadsheets due to changes in testing or inspection requirements by the City.
- The services of specialty sub consultants or other special outside services other than those described in *Basic Scope of Services*.
- Any other services not specifically included in *Basic Scope of Services* and on the attached spreadsheets.

This proposal does not include the following testing.

- Inspection of precast elements for this project which are cast off-site. Precast is typically inspected by an independent local testing agency hired by the precast company in the city where the precast is made.
- Testing contractor-built concrete masonry units
- Inspection and/or testing of MEP equipment
- Roofing
- Envelope Analysis
- Pressure testing or other types of testing on utility lines. Typically performed by the plumber or subcontractor/ general contractor.
- And any other items not specifically listed in Basic Scope of Services.

GENERAL INFORMATION

Requests for testing should be made a minimum of 24 hours in advance of work being performed. It is the contractor's responsibility to contact LandTec to schedule testing services. The contractor should not schedule testing services with the on-site engineering technician.

- Email dispatch: Ann Long at along@landteceng.com and Julie McCormack at jmccormack@landteceng.com
- Or you can call dispatch at 817-572-2818 during regular business hours between 8:00 am and 5:00 pm (central time zone).

The request should indicate the specific testing and/or observation services needed including type of testing (earthwork, concrete, rebar, structural steel, etc.), location, name, and mobile phone number of the onsite contact person. Technicians are not randomly sent to project construction sites to determine if the contractor and/or sub-contractors are working and if testing services are needed.

The General Contractor's Superintendent or Quality Control Representative should oversee and verify construction personnel follow the project plans and specifications for each of the construction items. Pre-construction and regular construction meetings are recommended prior to the start of each phase of work to review the contractors' schedule, work planned for a particular week and the anticipated need for testing services.

Tests will be conducted in all areas designated by the contractor's superintendent to be ready for testing at the time LandTec's testing representative is on site. Field test results will be given verbally to the Superintendent. Test reports will be submitted after the results are reviewed by the project geotechnical/materials engineer.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, employees, or agents of the contractor. LandTec Engineers does not have the obligation or authority to stop Contractor's work. Neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the work.

LandTec will not be responsible for the job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The term "Observation, Observe" is defined based on consultant's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

The term "Inspect, Inspection" is defined as visual determination of conformance with specific requirements.

The term "Test(s), Testing" is defined as measurement, examination, and other activities to assess the characteristics of performance of materials.

The term "Certification" is defined as the consultant's expression of a professional opinion based upon the services consultant performed. A certification does not constitute a warranty or guarantee, either express or implied.

COMPENSATION

The actual cost for Construction Materials Engineering and testing services is dependent on several items which are beyond LandTec's control.

- The contractor's rate of work and how the work is sequenced
- Quantity of equipment and experience of personnel on site
- Delays due to shortage of construction workers
- Delays in concrete delivery and/or cubic yards of concrete placed per day
- Weather conditions impacting daily work and the overall schedule

Mansfield's Fire Station #1
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation

If unforeseen circumstances should arise which indicate that more time is required, LandTec will provide a written estimate of additional required time and cost. LandTec will not proceed with work beyond the estimated amount indicated on the spreadsheets without a written authorization from the client. Charges to the project will be made for actual time spent on the project at the rates indicated on the cost estimate.

Notes for the cost estimate are as follows:

1. Field test rates are charged per test in addition to technician hourly rates.
2. A minimum of four hours' technician time and transportation charge will be billed for each call out, sample or specimen pickup.
3. A minimum of five concrete cylinders (per ACI) will be charged for each concrete placement.
4. Overtime rates are 1.5 times the regular rate for hours worked over 8 hours per day or hours before 7:00 AM and/or after 5:00 PM. Lab and field services performed on Saturday, Sunday and holidays will be charged at 1.5 times the regular rate.
5. Additional tests not included in this proposal will be quoted upon request.

Invoices are detailed as to date and type of sampling, test, observation, etc., and will be submitted monthly. Payment is expected within 30 days or less of the invoice date.

Important Information about Quality Assurance

The Geoprofessional Business Association (GBA) prepared this advisory for the exclusive use of GBA-Member Firms that provide construction materials engineering and testing (CoMET) services. CoMET consultants and other geoprofessional-service firms become members of GBA to enhance their business abilities, so they can provide superior service to their clients and other project-team members.

Understand the Difference between Relying on Something and Having a Right To Rely on Something.

When you rely on something, you use it to help you achieve your intended outcome. For example, you may rely on a GPS “navigation” device for guidance on getting from point A to point B. As it so happens, however, any number of unforeseeable circumstances can make following the device’s guidance problematic, and – for that reason – you rely on GPS devices *at your own risk*. However, were the manufacturer to grant you a *right* to rely on the device’s guidance, the manufacturer could be held liable if the device failed to fulfill its purpose, no matter why, and you were damaged as a result.

Like other professionals, CoMET consultants give their clients the right to rely on their instruments of professional service, meaning that CoMET consultants could be liable to a client if their data, findings, or recommendations failed to fulfill their purpose. CoMET consultants and their clients identify that purpose in their contract, to help prevent misunderstandings and use of CoMET “deliverables” for purposes they were not intended for. Most such contracts also include a scope of service that spells out exactly what a CoMET consultant will do to achieve the client’s purpose. When that purpose is quality assurance (QA) – a real-time assessment of the degree to which a constructor is achieving

the specified conditions the constructor has agreed to achieve – the “proper” scope of CoMET service is whatever the client decides is proper to achieve its own, specific needs and risk-management preferences: how many tests, observations, and inspections the CoMET consultant will perform; the specific tests, equipment, and personnel required; and where and when they will be applied. CoMET consultants can provide guidance about these issues, but owners make the decisions.

All other things being equal, the extent to which a client should rely on a QA report is determined by the scope of QA service. For example, if a client authorizes CoMET personnel to spend no more than 30 minutes observing the construction of a retaining wall that takes ten days to build, the CoMET consultant should advise its client that its report has limited value; that the client should not rely on the report to judge such things as the constructor’s compliance with specifications, code requirements, and standards.

If You Have Not Been Formally Authorized To Rely on a CoMET QA Report, Do Not Rely on It.

If you are an authorized representative of the CoMET consultant’s client, the client/CoMET-consultant contract gives you formal authority to rely on a QA report. If you are not an authorized representative, you can become one by requesting authorization – the right to rely on the report(s) – from the CoMET consultant and the CoMET consultant’s client. In considering whether or not to grant authorization, the CoMET consultant will consider the extent to which the scope designed to achieve the client’s purpose might achieve yours as well. Obviously, the CoMET consultant – being a professional – does not want you to rely on findings, data, or recommendations that are inadequate for your needs. As you probably are aware, however, some third parties

– parties other than the two that entered into the client/CoMET-consultant contract – rely on a report nonetheless, even though it was not prepared for them or to address their needs, and even though they have not been granted a right to rely on the report. ***This is a dangerous practice*** that is closely akin to relying on someone else’s prescription medications because your symptoms seem similar. There’s a lot more than symptoms to consider (like medical history, allergies, age) and the results of not considering them – or not having a qualified professional consider them – could be fatal. And bear in mind that neither the CoMET consultant nor the CoMET consultant’s client can be held liable for the consequences of a third-party’s unauthorized reliance.

Recognizing the Difference between Quality Assurance (QA) and Quality Control (QC) Can Help All Parties Avoid Misunderstandings.

Quality assurance (QA) and quality-control (QC) are fundamentally different services. Owners, design professionals, and other project principals use QA to assess constructors’ performance in general; constructors apply QC to *ensure* they meet *every project requirement* they are contractually obligated to meet. As such, effective QC is not limited to ensuring compliance with specifications using CoMET procedures. It also includes activities like qualifying subcontractors, reviewing subcontractors’ bids and submittals, and providing competent jobsite supervision. Some constructors perform outstanding QC. Some perform little or no QC at all, creating an obvious risk *they must bear on their own*. When that risk materializes, however; when a constructor is required to demolish and then replace something it built improperly, it’s not at all uncommon for the constructor to look for another party to blame, so it can use litigation or the threat of litigation to extract a “contribution” to reduce its loss. The project’s CoMET QA consultant is often the target in such instances, and so must defend a claim that it owed a duty to the constructor because the constructor had a legal right to rely on the CoMET consultant’s QA report, even though the constructor was never granted that right by either the CoMET consultant or the consultant’s client. Or maybe the constructor will allege the QA consultant should be responsible because its field representatives were on site performing QA services and failed to notify the constructor that it had made a mistake, even though the field representatives never had an opportunity to see the mistake. Once the claim is filed, the CoMET consultant notifies its professional liability insurance (PLI) carrier and the carrier, in turn, assigns lawyers to “take

it from here,” a process that often results in new claims and counterclaims, and years of drag-on litigation. Through contract language or otherwise, owners should make it known that, while other parties they select may review CoMET QA reports, ***no other party is authorized to rely on those reports and neither the CoMET consultant nor its client shall bear liability for the consequences of another party’s decision to ignore clear warnings.***

The Scope of QA Services May Differ from Project Specifications.

Clients’ unique needs and preferences can result in variances from requirements set forth in the contract documents. As such, a CoMET consultant may be required to perform sampling, testing, observation, or inspection more or less frequently than required by the contract documents, or not at all, at the client’s discretion.

CoMET Consultants Deal with Noncompliance as Required by Their Contract.

Although a CoMET consultant’s QA contract may require it to notify a constructor’s representative of a noncompliance – i.e., a constructor’s failure to comply with project requirements – the CoMET consultant will perform additional services *only* if the client representative authorizes them. Additional services often include observing correction of the noncompliance and/or performing follow-up sampling, testing, observation, or inspection. CoMET consultants track the fees involved closely, permitting their clients to back-charge appropriate parties.

CoMET Consultants Owe a Duty of Care Only to Authorized Parties.

Because CoMET services are performed under the direction of a licensed engineer, CoMET consultants owe a duty of care to any party that could foreseeably be injured or damaged by their professional acts. Because the only parties that have a legal right to rely on QA reports are those formally authorized to do so, and because this notice (possibly among others) informs other parties of that fact and the dangers created by unauthorized reliance, those that have been formally authorized to rely on a CoMET consultant’s QA report(s) are the only parties that could foreseeably be injured or damaged by a negligent error in a CoMET consultant’s QA report. As such, *nothing* in a CoMET consultant’s QA reports relieves a constructor from achieving the project requirements it contractually agreed to achieve.

Do Not Misapply a Review-Only, Courtesy Copy.

If the CoMET consultant's client has directed the CoMET consultant to provide to certain other parties review-only, courtesy copies of a QA report, each such report is subject to all conditions stated in this advisory notice. Unless you or your employer has been formally authorized to rely on this QA report, realize that *relying on a QA report prepared for someone else creates severe risks that must be borne solely by the party that chooses to ignore this warning.*

Overall Conditions Are Inferred. Inferences Are Not Guarantees.

Findings derived from sampling, testing, observation, and inspection indicate conditions only at the exact locations where the sampling, testing, observation, or inspection was performed, and only at the time it was performed. ***Do not infer that findings associated with a given location and time can be relied on to indicate conditions at other locations or times;*** i.e., a test result indicating that a sample complies or fails to comply with specifications *does not mean* that the entire work subject to that requirement complies or fails to comply with specifications. Even when a CoMET consultant provides its services on a full-time basis, it cannot assess all project conditions. Sampling is far from failsafe. CoMET consultants cannot guarantee the existence of conditions they can only infer to exist.

Do Not Assume That Conditions Found Will Stay the Same.

Conditions existing at a given location and time may change, sometimes overnight, because of natural or manmade events. If the project's progress is interrupted by a project suspension or similar circumstance, and/or if the project site is affected by an earthquake, landslide, mudslide, flood or other natural event, and/or if unanticipated construction activity occurs, ***confer with the CoMET consultant to learn if its QA report is still reliable.***

Standards Complied with Are Those That Are Referenced.

CoMET consultants perform some of their sampling, testing, observation, and inspection in strict or general compliance with certain generally accepted standards. The CoMET consultant usually identifies these standards in its contract and/or reports. ***Do not assume the CoMET consultant has conformed to standards that are not identified, or that strict compliance and general compliance are the same.*** If these issues are a concern to you, obtain clarifications from your CoMET consultant.

The Sampling and Testing Locations Shown Have Been Approximated.

Sampling and testing locations, dimensions, depths, and elevations indicated in a CoMET consultant's QA report or shown on sketches are approximations based on information furnished by others or estimates made in the field by the CoMET consultant's field representatives.

A CoMET Consultant's Field Representatives Have a Strictly Limited Role on Site.

The project-site services of a CoMET consultant's field representatives are limited *solely* to obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. Do not for any reason assume that a CoMET consultant's field representatives are somehow responsible for construction management, direction of construction, site safety, supervision of others' personnel, provision of professional guidance or recommendations, or any other activity or service beyond obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. If you have any questions or concerns about this issue, confer with your CoMET consultant.

CoMET Consultants Are Not Authorized To Accept or Reject Constructors' Work or To Modify Requirements.

CoMET consultants engaged to perform QA services have no responsibility or right to accept or reject a constructor's work or to stop construction activities. As such, no action or statement of a CoMET consultant's field representatives can alter any requirement of the project plans, project specifications, or codes applicable to the project, or any contractual agreement between two parties.

Special Inspections Are Not QA Services

The International Building Code, a model building code used throughout North America, defines “Special Inspection” as “the required examination of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.” Because the applicable building code may incorporate some or all IBC requirements, Special Inspection requirements included in the construction documents are subject to procedures and processes established by the jurisdiction involved. And because Special Inspections are

often required to obtain a building permit and certificate of occupancy for a project, conforming to local requirements and documenting that conformance are essential. In most jurisdictions, the building official must authorize a CoMET consultant to serve as a Special Inspection agency, and only the owner or the owner’s representative – as opposed to a constructor – may retain that agency.

Contact Your GBA-Member CoMET Consultant for Assistance.

Confer with your GBA-member CoMET consultant if you have any questions about issues discussed in this document.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Item #	Description	Total Cost
LandTec Engineers		
Scott Graves - sgraves@landteceng.com - 817-572-2818		
	Materials Testing Proposal + Reimbursables	
1	Subtotal - Materials Testing Proposal Tab - Fire Station #01	\$ 10,805.00
2	Subtotal - Hourly Services Tab	\$ 72,325.00
3	Subtotal - Reimbursables Tab	\$ 12,200.00
4	Additional Material Testing for Quality Management	23,800.00
	Total Material Testing Proposal	\$ 119,130.00
	Subtotal - Hourly Services Tab	
	Other Contract Multipliers	
4	Standard Overtime Multiplier for Proposed Hourly Rates	1.50
5	Sunday and Holiday Overtime Multiplier for Proposed Hourly Rates	1.50
6	Proposed Markup on Subcontractor Invoices	0.00
7	Proposed Markup on Subcontractor Reimbursables	0.00

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
Soil & Aggregate						
1	Compaction, Standard Proctor (ASTM D-698) (each)	5	EA	215.00	1,075.00	
2	Compaction, Modified Proctor (ASTM B-1557) (each combination)		EA		-	
3	Compaction, Proctor Check Point (each)		EA		-	
4	Moisture Content/Visual Classification (On Site)		EA		-	
5	Swell/Consolidation (On Site)	6	EA	75.00	450.00	
6	Field Resistivity (On Site)		EA		-	
7	Dry Density (On Site)		EA		-	
8	Falling Head Permeability Test		EA		-	
9	Contact Head Permeability Test		EA		-	
10	Preliminary Geotechnical Report				Excluded	Completed
11	Final Geotechnical Report				Excluded	Completed
12	Inplace (Nuclear) Density Test		EA		-	
13	Natural Density & Moisture Content Determination (each)		EA		-	
14	Relative Density (ASTM B-2049) (each)		EA		-	
15	Atterberg Limit Determination (ASTM D-423 & 424) (each) D 4318	5	EA	90.00	450.00	
16	Direct Shear (Quick Test)		EA		-	
17	Unconfined Compressive Strength Test (ASTM B-2166) (each)		EA		-	
18	California Bearing Ratio (ASTM D-1883)(1 Point)		EA		-	
19	California Bearing Ratio (ASTM D-1883)(3 Point)		EA		-	
20	Water Soluble Sulfate Content Determination (Laboratory Test & Engineering Only)		EA		-	
21	PH Level Determination, Incl. Lab. Test & Eng. (each)		EA		-	
22	Organic Content Determination, incl. Lab. Test & eng. (each)		EA		-	
23	Grain Size (gradation) Analysis (ASTM D-422) (each) (6 1/4 to #200)		EA		-	
24	Standard Sieve Analysis to Sieve Size #200 (each)	5	EA	70.00	350.00	
25	Less than 1.5" to Sieve Size #200 (each)		EA		-	
26	Percent less than Sieve Size #200 (each)		EA		-	
27	Specific Gravity Determination (ASTM D-854) (each) (soil/cement)		EA		-	
28	Sand Equivalent Determination (ASTM B-2049) (each)		EA		-	

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
29	"R" Value Determination (ASTM 2844) (each)		EA		-	
30	Hydrometer Analysis (with Gradation)		EA		-	
Concrete						
31	Cast Concrete Compression (Cylinder) Test	230	EA	25.00	5,750.00	
32	Concrete, Slump Test	230	EA		-	
33	Concrete, Air Content	230	EA		-	
34	Concrete, Flexural (Beam) Test (each)		EA		-	
35	Concrete, On-site Swiss Hammer Test (each), exclude operator.		EA		-	
36	Concrete, Cement Content Determination (ASTM D-2901) (each)		EA		-	
37	Concrete Sample Site Coring to Include: 2 Samples Max 8" Thick (Incl. Travel, Equip, etc.)		EA		-	
38	Additional Cost for Each Cored Sample, Max 8" thick (each)		EA		-	
39	Concrete Cored Sample Testing to Include: Compressive Testing, Sample Lab Prep, Test & Eng. (each)		EA		-	
39.A	Core Strength (2" to 6" dia, Coring and Trimming Extra)			w/Above	w/Above	
39.B	Core Density			w/Above	w/Above	
40	Floor Flatness/Floor Levelness Testing		EA		-	
41	Concrete, Mix Design Review				By Others	
Masonry						
42	Grout Cylinder Casting and Testing (min. 3 cyl/set) (set)	32	EA	45.00	1,440.00	
43	Masonry Mortar Cube Sampling and testing (min. 3 cubes/set) (set)		EA		-	
44	Masonry Grouted Prism Compression Testing, (incl lab. Prep, testing & eng.)		EA		-	
45	Masonry UngROUTED Prism Compression Testing, same as above (prism)		EA		-	
46	Masonry UngROUTED Hollow Block Compr., Test., same as above (3ea./set)		EA		-	
Steel						
47	Steel, Structural Weld Visual Inspection & Reporting		EA		-	
48	Steel, Structural Weld Moment Connections, to Include:		EA		-	
47.A	Steel, Structural Weld Magnetic Particle Testing (per ASTM E709)		EA		-	
47.B	Steel, Structural Weld Test Reporting (per AWS D1.1/M)		EA		-	
49	Steel, Reinforcing Bar Visual Inspection & Reporting		EA		-	

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
50	Steel, High Strength Bolt Tension Test		EA		-	
51	Steel, Architectural Steel (AESS) Visual Inspection/Reporting (One Location)		EA		-	
Asphalt						
52	Asphalt, Marshall Test (incl. 3 specimens) (each)		EA		-	
53	Asphalt Content (each)		EA		-	
54	Asphalt Content Gauge Calibration		EA		-	
55	Asphalt Cold Feed Gradation		EA		-	
56	Fractured Faces		EA		-	
57	Maximum Specific Gravity (Rice)		EA		-	
58	Asphalt Inplace Density		EA		-	
59	Asphalt Density Gauge Core Correction		EA		-	
60	Asphalt Stability, VTM, VMA		EA		-	
61	Lottman		EA		-	
62	Asphalt Marshall Mix Design Review		EA		-	
63	Asphalt, Plant Mix Base Content		EA		-	
64	Asphalt Gradation - Plant Mix Cold Feed		EA		-	
65	Asphalt Plant Mix Base Density		EA		-	
66	Asphalt, Moisture Susceptibility Test		EA		-	
67	Bitumen Content - Ignition Oven		EA		-	
68	Bitumen Content & Gradation		EA		-	
69	Core Density (Already Trimmed)		EA		-	
70	Volumetric Testing (3 Points w/Rice)		EA		-	
Other Services to be Provided to Meet All Project Requirements (Not Shown Above)						
71	Soil Stabilizations Field Gradations	2	EA	25.00	50.00	
72	Soil Stabilization Depth Check	8	EA	25.00	200.00	
73	Structural Steel Material Fee	4	EA	60.00	240.00	
74	Fireproofing Density & Adhesive Bond Test	10	EA	80.00	800.00	
Subtotal Proposed Material Testing Costs					10,805	

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Principal, President, CEO		HR		-
2	Principal Engineer, Registered Professional Engineer		HR		-
3	Senior Project Engineer, Registered Professional Engineer	26	HR	175.00	4,550.00
4	Senior Project Geologist		HR		-
5	Project Engineer, Registered Professional Engineer		HR		-
6	Project Geologist		HR		-
7	Staff Engineer		HR		-
8	Site Project Manager, Engineer or Geologist	52	HR	125.00	6,500.00
9	Site Project Engineer, Engineer or Geologist		HR		-
10	Site Staff Engineer, Engineer or Geologist		HR		-
11	Site Geologist, Geologist or (CET) Certified Engineering Technician		HR		-
12	Engineering Technician, Soil & Concrete Testing and Site Observation	395	HR	70.00	27,650.00
13	Engineering Technician, Soil & Concrete Testing and Site Observation (OT)	105	HR	105.00	11,025.00
14	Senior Engineering Technician	110	HR	75.00	8,250.00
15	Senior Engineering Technician (OT)	34	HR	112.50	3,825.00
16	Engineering Technician, Laboratory Testing and Reporting		HR		-
17	Project Controls & Technical Support	70	HR	60.00	4,200.00
18	Administrative Support	70	HR	60.00	4,200.00
19	Certified Welding Inspector	25	HR	85.00	2,125.00
20	Certified Welding Inspector (OT)		HR	127.50	-
	Subtotal for Staff Time at Above Hourly Rates				72,325.00

Note: Office and Site Engineering are to be included in Exhibit C - Material Testing and Lab Fees

City of Mansfield's
Special Inspections & Materials Testing RFP
Mat Testing - Reimbursables

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Mileage - Auto	120	EA	60.00	7,200.00
2	Mileage - Truck w/Testing Equipment		MILES		-
3	Mileage - Standard Drilling Rig		MILES		-
4	Lodging and Per Diem Costs for Above, if Applicable		DAY		-
5	Laboratory Equipment/Expense		LS		-
6	Add Any Other Proposed Items Here & Below (Show Qty = 1 and Unit Cost)				-
7	Moisture Density Gauge	40	EA	125.00	5,000.00
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
	Subtotal Proposed Reimbursable Expenses				12,200.00

Mansfield's Fire Station #1

City of Mansfield's Special Inspections & Material Testing

Exhibit B - Project Schedule

Line	Name	Original Duration	Start	Finish	2024												2025																									
					June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
MILESTONES																																										
			6/17/2024	2/17/2026																																						
1	Interview		6/17/2024	6/18/2024	Interview																																					
2	Award		7/8/2024	7/8/2024	Award																																					
3	Building Dried In		7/31/2025	7/31/2025	Building Dried In																																					
4	Substantial Completion		1/27/2026	1/27/2026	Substantial Completion																																					
5	Final Completion		2/17/2026	2/17/2026	Final Completion																																					
PRECONSTRUCTION																																										
			7/9/2024	1/2/2025																																						
6	Design Drawings		7/9/2024	8/12/2024	Design Drawings																																					
7	DD Budget		8/13/2024	9/3/2024	DD Budget																																					
8	Construction Drawings		9/4/2024	10/15/2024	Construction Drawings																																					
9	CD Budget		10/16/2024	11/5/2024	CD Budget																																					
10	Building Permit City Review		11/6/2024	11/19/2024	Building Permit City Review																																					
11	Building Permit Approval		11/20/2024	11/26/2024	Building Permit Approval																																					
12	Notice to Proceed		11/27/2024	11/27/2024	Notice to Proceed																																					
13	Award Critical Subcontractors		11/27/2024	1/2/2025	Award Critical Subcontractors																																					
Site																																										
			12/2/2024	10/20/2025																																						
14	Mobilization		12/2/2024	12/4/2024	Mobilization																																					
15	Erosion Control		12/2/2024	12/3/2024	Erosion Control																																					
16	Temp Power for Trailer		12/3/2024	12/3/2024	Temp Power for Trailer																																					
17	Site Demo		12/4/2024	12/6/2024	Site Demo																																					
18	Clear and Grub		12/9/2024	12/11/2024	Clear and Grub																																					
19	Mass Grading		12/12/2024	12/16/2024	Mass Grading																																					
20	Storm Sewer		12/18/2024	1/2/2025	Storm Sewer																																					
21	Sanitary Sewer		1/2/2025	1/9/2025	Sanitary Sewer																																					
22	Irrigation, Gas, and Site Lighting Sleeve Installation		1/8/2025	1/15/2025	Irrigation, Gas, and Site Lighting Sleeve Installation																																					
23	Domestic Water		1/10/2025	1/21/2025	Domestic Water																																					
24	Site Irrigation		1/16/2025	2/5/2025	Site Irrigation																																					
25	Fire Lane Subgrade Prep		1/21/2025	2/3/2025	Fire Lane Subgrade Prep																																					
26	Fine Grading		2/4/2025	2/6/2025	Fine Grading																																					
27	F/R/P - Fire Lane		2/7/2025	3/4/2025	F/R/P - Fire Lane																																					
28	Dumpster Piers & Gradebeams		2/11/2025	2/14/2025	Dumpster Piers & Gradebeams																																					
29	Site Structures Foundations (transformers, backup Generators, Monument Etc.)		2/11/2025	2/24/2025	Site Structures Foundations (transformers, backup Generators, Monument Etc.)																																					
30	Install Light Pole Conduit and Pole Bases		2/11/2025	2/18/2025	Install Light Pole Conduit and Pole Bases																																					
31	Site Gas Installation		2/11/2025	3/3/2025	Site Gas Installation																																					
32	Parking Subgrade Stabilization		2/14/2025	2/27/2025	Parking Subgrade Stabilization																																					
33	Dumpster Masonry Enclosure		2/17/2025	2/25/2025	Dumpster Masonry Enclosure																																					
34	Site Landscape		2/19/2025	3/25/2025	Site Landscape																																					
35	Site Sidewalks		2/19/2025	3/14/2025	Site Sidewalks																																					
36	Transformer Installation		2/25/2025	2/27/2025	Transformer Installation																																					
37	F/R/P - Site Pavement		2/28/2025	4/3/2025	F/R/P - Site Pavement																																					
38	Fuel Station Electrical/ Plumbing Rough In		3/4/2025	3/24/2025	Fuel Station Electrical/ Plumbing Rough In																																					
39	Stripe Fire Lane to go Vertical		3/5/2025	3/5/2025	Stripe Fire Lane to go Vertical																																					
40	Install Site Bollard		3/17/2025	3/20/2025	Install Site Bollard																																					
41	Install Site Handrails and Furnishings		3/17/2025	3/21/2025	Install Site Handrails and Furnishings																																					
42	Install Dumpster Gates		3/17/2025	3/18/2025	Install Dumpster Gates																																					
43	Security Sliding Gates		3/24/2025	3/27/2025	Security Sliding Gates																																					
44	Pavement Markings		3/26/2025	3/28/2025	Pavement Markings																																					



Fire Station No. 1

Job #: Job Number

Print Date: 6/13/2024 10:09:32 AM
Update as of: 6/17/2024

View: 6. Print View

Start Date: 6/17/2024
Finish Date: 2/17/2026

City Of Mansfield

Filter: No Summary Tasks

Page 1 of 2



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6327

Agenda Date: 12/9/2024

Version: 3

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 Professional Services Contract Between the City of Mansfield, TX and Kimley-Horn and Associates, Inc. in an Amount Not to Exceed \$686,000, for the Development of the ADA Transition Plan and the Comprehensive Safety Action Plan; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund, Safe Streets and Roads for All Federal Grant)

Requested Action

Consider approval of the contract for the professional services contract between the City of Mansfield, TX and Kimley-Horn and Associates, Inc. in an amount not to exceed \$686,000, for the development of the ADA Transition and Comprehensive Safety Action Plans

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

In June of 2023 the City of Mansfield applied and was successfully chosen for the Safe Streets and Roads for All grant, a federally funded grant opportunity to improve roadway safety. This opportunity will provide the City of Mansfield with a Comprehensive Safety Action Plan and an ADA Transition Plan. These plans will assist in prioritizing projects with the goals of improving the safety and function of the city's pedestrian, bicycle and roadway facilities.

This procurement is a result of this successful opportunity. A request for qualifications was advertised on November 8th and November 15th and received on November 22nd. There were 3 qualified submittals, Kimley Horn and Associates, Inc., Foresite Group, and Neel Schaffer.

Justification

Staff reviewed all submitted Statement of Qualifications and evaluated them per the requirements in the Statement of Qualifications request. This included: Project Understanding, Project Approach, Project Manager, Team, Experience, Project Management Approach, Project Collaboration, Communication, and Coordination. The most qualified submittal selected was from Kimley-Horn and Associates, Inc.

The Director of Engineering Services will attend the meeting to answer Council's questions regarding the proposed contract and funding. A resolution is attached for Council's

consideration.

Funding Source

The funding source will be from the Street Bond Fund and the Safe Streets and Roads for All Federal Grant. Reimbursement from the grant will provide \$548,800 and \$137,200 will be from the Street Bond Fund.

Prepared By

James M. Rogge, P.E, Transportation and Mobility Engineer, Engineering Services,
817-276-4233

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$686,000, FOR THE DEVELOPMENT OF THE ADA TRANSITION AND THE COMPREHENSIVE SAFETY ACTION PLAN; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND, SAFE STREETS AND ROADS FOR ALL FEDERAL GRANT)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City of Mansfield has publicly advertised and requested competitive Statement of Qualifications for development of the ADA Transition Plan and Comprehensive Safety Action Plan; and,

WHEREAS, all Statements of Qualifications were received on November 22, 2024; and,

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

WHEREAS, after review of all Statements of Qualifications received, City staff believes that the "best and most qualified" submittal is from Kimley-Horn & Associates, Inc; and,

WHEREAS, funding for this contract is available from the Street Bond Fund and Safe Streets and Roads for All Federal Grant.

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

SECTION 1.

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

SECTION 2.

A contract with Kimley Horn and Associates, Inc in an amount not to exceed Six Hundred Eighty-Six Thousand and 00/100 dollars (\$686,000.00) for the development of the ADA Transition Plan and the Comprehensive Safety Action Plan is hereby approved.

SECTION 3.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 9TH DAY OF DECEMBER, 2024.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6333

Agenda Date:

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

A Resolution of the City Council of the City of Mansfield, Texas Approving a Subrecipient Agreement with Fort Worth Area Habitat for Humanity, Inc. DBA Trinity Habitat for Humanity in the Amount of \$250,000.00; Appropriating Funds for this Agreement from the American Rescue Plan Act (ARPA) Fund; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Requested Action

Consider a Resolution approving a subrecipient agreement with Habitat for Humanities and appropriating funds for said agreement from the ARPA funds the City received.

Recommendation

Staff recommends approval of the Resolution.

Description/History

This Resolution would authorize the appropriation of funds the City of Mansfield received from the American Rescue Plan Act to cover expenses up to \$250,000.00, incurred by Habitat for Humanities in the development of 22 newly constructed homes to be sold to eligible homebuyers.

Justification

As a result of the American Rescue Plan Act, the City received funds for certain eligible uses . These funds must be obligated no later than December 31, 2024 and fully expended by December 31, 2026. The development Habitat for Humanities is proposing is considered an eligible use and would provide housing options for eligible homeowners.

Funding Source

ARPA Funds

Prepared By

Matt Jones

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A SUBRECIPIENT AGREEMENT WITH FORT WORTH AREA HABITAT FOR HUMANITY, INC. DBA TRINITY HABITAT FOR HUMANITY IN THE AMOUNT OF \$250,000.00; APPROPRIATING FUNDS FOR THIS AGREEMENT FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUND; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (ARPA FUNDS)

WHEREAS, The City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City Council of the City of Mansfield recognizes a need for addressing the issue of accessible housing within the City; and,

WHEREAS, Fort Worth Area Habitat for Humanity, Inc. dba Trinity Habitat for Humanity has provided the City with project information which would address the aforementioned housing need within the City; and,

WHEREAS, the project is an eligible use of the ARPA funds and the City Council finds that the Subrecipient Agreement benefits the public; and,

WHEREAS, funding for this contract is available from ARPA Funds.

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

SECTION 1.

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

SECTION 2.

The Subrecipient Agreement with Fort Worth Area Habitat for Humanity, Inc. dba Trinity Habitat for Humanity in substantially the same form as Exhibit A attached is hereby approved.

SECTION 3.

ARPA funds in the amount of \$250,000.00 for this Subrecipient Agreement are hereby appropriated.

SECTION 4.

It is hereby officially found and determined that the meeting at which this Resolution is

passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 9TH DAY OF DECEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MANSFIELD
 AND FORT WORTH AREA HABITAT FOR HUMANITY, INC.,
 DOING BUSINESS AS TRINITY HABITAT FOR HUMANITY
 FOR AMERICAN RESCUE PLAN ACT SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the City of Mansfield, Texas (the "City") and Fort Worth Area Habitat for Humanity, Inc. dba Trinity Habitat for Humanity (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the City by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities; and

WHEREAS, the City has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the City is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses; and

WHEREAS, based on the Subrecipient's project information described in Exhibit "A", attached hereto and incorporated herein for all legal purposes, (the "Project") the City has determined that the Subrecipient's Project is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the City has awarded the Subrecipient SLFRF funds in the amount of \$250,000.00, representing approximately 25.7% of the Project cost (the "Award"), subject to the City and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 74.3% of the project cost will be paid by the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

A. The City shall pay the Subrecipient the Award to cover necessary expenses related to the Project. If there is a conflict between the terms and provisions in Exhibit "A" and this Agreement, the terms of this Agreement shall govern.

B. The Subrecipient's use of the Award to cover expenses that are necessary for the completion of the Project and shall be in accordance with the requirements of ARPA, 31 CFR Part 35; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. **It is the Subrecipient's responsibility to read, understand, and comply with these regulations.**

C. Subrecipient shall complete the Project in compliance with the standards outlined in Exhibit "C", attached hereto and incorporated herein for all legal purposes.

D. The Subrecipient may revise the scope of the Project with the approval from the City, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the City unless the Subrecipient makes a request to the City for additional funds and said funds are approved by the City Council. The City Council, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

E. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The City shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by both parties and ends on the date the Award has been fully disbursed to the Subrecipient or October 1, 2026, whichever shall occur first. The funds are to be obligated by December 31, 2024 and spent by December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the City determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement.

3. PAYMENTS

A. *Reimbursement Payment.* The City shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the City's Chief Financial Officer, or designee, no more than once a month. Such requests shall be in a form acceptable to the City and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. All Project costs must be supported by proper

documentation, satisfactory to the City, evidencing in proper detail the nature of the charges. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.

B. *Advance Payment.* The City, in its sole discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified in this Agreement upon the presentation of all forms and documents as may be required by, and which are satisfactory to, the City. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.

C. *Restriction on Disbursements.* ARPA funds shall not be disbursed to Subrecipient except pursuant to the terms and conditions of this Agreement. Disbursement may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time. The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause.

D. *Withholding or Cancellation of Funds.* The City reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the City may cancel payment of any portion of the Award that the City determines to be surplus. Close-out requests for reimbursement must be submitted to the City by November 1, 2026, unless otherwise agreed upon in writing. If not submitted, the unexpended funds under this Agreement shall automatically revert to the City.

E. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to the process established by the City Chief Financial Officer.

F. *Recoupment.* The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with ARPA, any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. The Award is subject to recoupment by Treasury and/or the City for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. AUDITS AND INSPECTION; REPORTING REQUIREMENTS; RECORDS RETENTION

A. *Audits and Inspections.* The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the City. Subrecipient personnel will make available

to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed pertaining to the Project costs. The City reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Treasury to ensure compliance with this Agreement and with all local, state, and Federal regulations.

B. Reporting Requirements. The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the City including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as Exhibit "B", incorporated herein for all legal purposes.

C. Records Retention. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation and records, with respect to all matters covered under this Agreement, for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

D. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. The subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026. If the City or Treasury determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the City shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of noncompliance, as determined. Within thirty (30) calendar days of receipt of such notice from Treasury or the City the Subrecipient may submit to the City either (1) a request for reconsideration requesting the City seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient does not submit a reconsideration request, or if the City denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within thirty (30) calendar days of the request for consideration deadline or the City's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; or
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the City's right to terminate as provided in Section 8 below. The City may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The City may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

- i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
- ii. The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by the same; or
- iii. The Subrecipient has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The City shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have thirty (30) calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within thirty (30) days of receipt of the notice, the City may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing to the Subrecipient the termination, the reasons for the termination, and the effective date of the termination.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

B. Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the City in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

C. Termination for Withdrawal, Reduction, or Limitation of Funding. In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to Project completion, the City may, in its sole discretion, summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the City, in its sole discretion, deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice to the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

A. Upon written request by the Subrecipient, the City will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.

B. The Subrecipient shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement and satisfactory to the City, and in addition, will cooperate in a full Project audit by the City or its designee;

C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local laws are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the City.

10. INDEMNIFICATION

Any Award funds which are determined by the City to be ineligible under ARPA shall be subject to recoupment. Subrecipient shall indemnify and hold harmless the City, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (five) 5 days after mailing by the Party when notices are properly addressed and sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); (iii) upon receipt (if sent by hand delivery or courier service); or (iv) upon the sender's receipt of an acknowledgment from the recipient, such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment (if sent via email):

If intended for City, to:	City of Mansfield Attn: Troy Lestina, Deputy City Manager and CFO 1200 E. Broad St. Mansfield, Texas 76063 (817) 276- 4258 troy.lestina@mansfieldtexas.gov
If intended for Subrecipient, to:	Fort Worth Area Habitat for Humanity, Inc. dba Trinity Habitat for Humanity Attn: Michelle Kennedy Sr. Director of Advocacy and Government Relations 9333 N. Normandale St. Fort Worth, TX 76116 (817) 903-2362 Michelle.kennedy@trinityhabitat.org

12. WAIVER

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit "A". Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the Project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either Party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the Parties under this Agreement, or which relates to this Agreement in any manner, the City and Subrecipient agree that the proper venue for such action is Tarrant County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. INFORMATIONAL PURPOSES

The information in this Agreement is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject to. **For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 31 CFR Part 35, in accordance with the type of project assisted. All of the referenced regulations are available online.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2024, by City, signing by and through its City Manager, or designee, duly authorized to execute same and by Subrecipient, acting through its duly authorized officials.

“City”
City of Mansfield

By: _____
Troy Lestina
Deputy City Manager/CFO


ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“Subrecipient”
Fort Worth Area Habitat for Humanity, Inc.
dba Trinity Habitat for Humanity

By:  _____
Christine Panagopoulos
Chief Operating Officer

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Troy Lestina, Deputy City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

SUBRECIPIENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of November, 2024, by Christine Panagopoulos, Chief Operating Officer of Fort Worth Area Habitat for Humanity, Inc. dba Trinity Habitat for Humanity.



Diane Reyes

Notary Public in and for the State of Texas

EXHIBIT A
Subrecipient Project Information and Approved Work

Subrecipient Entity Name	Subrecipient Mailing Address
<u>Fort Worth Area Habitat for Humanity, Inc.</u>	<u>9333 North Normandale Streets</u>
Subrecipient Primary Contact	Subrecipient Secondary Contact
Name: <u>Christine Panagopoulos</u>	Name: <u>Michelle Kennedy</u>
Title: <u>Chief Operating Officer</u>	Title: <u>Senior Director of Advocacy and Government Relations</u>
Email: <u>c.panagopoulos@trinityhabitat.org</u>	Email: <u>michelle.kennedy@trinityhabitat.org</u>
Phone #: <u>(817) 475-8630</u>	Phone #: <u>(817) 903-2362</u>
Subrecipient Unique Entity Identifier	Project cost
<u>CKNAXLYNRHL9</u>	<u>\$975,000</u>

Project Description

Single family development consisting of 22 newly constructed homes that will be sold to eligible homebuyers who earn at or below 80% of the Area Median Income.

Project Goals / Intended Outcomes

Our goal is to develop the 3-acre tract of land located at 301 Sayers Drive into a thriving village where sense of community and walkability are prioritized.

Project Timeline

Land development work will start during the third quarter of 2023 and be completed by October 1, 2026. Construction of the first ~~five~~ homes is anticipated to start by the fourth quarter of 2025.

three
11/22/24

Approved Activities / Scope of Work

1. Tree Removal
2. Grading

- 3. Utility Installation
- 4. Pavement Installation
- 5. New Home Construction
- 6. _____
- 7. _____
- 8. _____
- 9. _____

Mansfield, Texas Approval and Date

Subrecipient Signature and Date

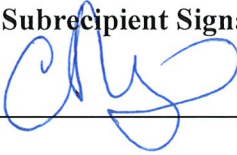
 11/22/2024

EXHIBIT B
SLFRF REPORTING REQUIREMENTS

Please refer to the Compliance and Reporting Guidance as referenced by the U.S. Department of the Treasury. Linked [here](#).

KAGAN LLC
CC #D206052020
D.R.T.C.T.

FENCED TRASH BIN CORRALS WITH
EVERGREEN PLANTING SCREENING

ZONING	
ZONING	PD
USE	SINGLE FAMILY
OVERALL LOT AREA	130,550 SF / 2.997 AC
SINGLE LOT SIZE (MIN.)	36' X 76'
SINGLE LOT AREA (MIN.)	2,500 SF
BUILDING HEIGHT (STORIES)	2 STORIES
BUILDING HEIGHT (FEET)	19 FEET 8 INCHES
HOME SQUAREFOOTAGE	1,200 SF TO 1,325 SF
NUMBER OF HOMES	22 HOMES
DENSITY	7.34 UNITS / AC
PARKING	
REQUIRED PARKING	2 SPACES PER UNIT
TOTAL REQUIRED	44
PARKING PROVIDED	
OFF-STREET SPACES	11 SPACES
ON-STREET SPACES	0 SPACES
	44 PRIVATE SPACES
	55 SPACES TOTAL

SITE DATA

12" = 1'-0"

ADDITIONAL SITE DEVELOPMENT REQUIREMENTS:

All carports shall be complementary or visually compatible with the architecture of the dwelling units provided with this development.

All storage of refuse and recyclable collection shall be visually screened with dense evergreen hedges or other appropriate material, subject to the approval of the Director of Planning.

The architectural details provided with home elevations are required as depicted in Exhibit C- Elevations and Perspectives.

Jeanette Chadwick
V.10966, P.1148
D.R.T.C.T.

6FT METAL PERIMETER FENCE

HOMEOWNERS ASSOCIATION NOTES:

- OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SCREENING FENCES, DRIVEWAYS, PARKING LOTS, SIDEWALKS, COMMON AREAS, AMENITY CENTERS, LANDSCAPING, HARDSCAPE IMPROVEMENTS, PAVILIONS, AND WALKING PATHS.
- THE OWNER'S ASSOCIATION AND ASSOCIATED DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT. THE DOCUMENTS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A MINIMUM OF SIXTY (60) DAYS REVIEW. FAILURE TO SUBMIT THE DOCUMENTS OR INCOMPLETE DOCUMENTS MAY RESULT IN DELAY OF CONSTRUCTION, ACCEPTANCE OF THE DEVELOPMENT OR DELAY IN APPROVAL OF A BUILDING PERMIT. THE CITY DOES NOT ACCEPT THE RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE FAILURE TO SUBMIT THE ASSOCIATION DOCUMENTS OR THE INACCURACY OF THE DOCUMENTS.

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T.
2.997 ACRES

**HABITAT FOR HUMANITY
MANSFIELD COTTAGES**
301 SAYERS STREET
MANSFIELD, TEXAS

EXHIBIT C0 CONCEPT SITE PLAN

ZC#20-021
JL

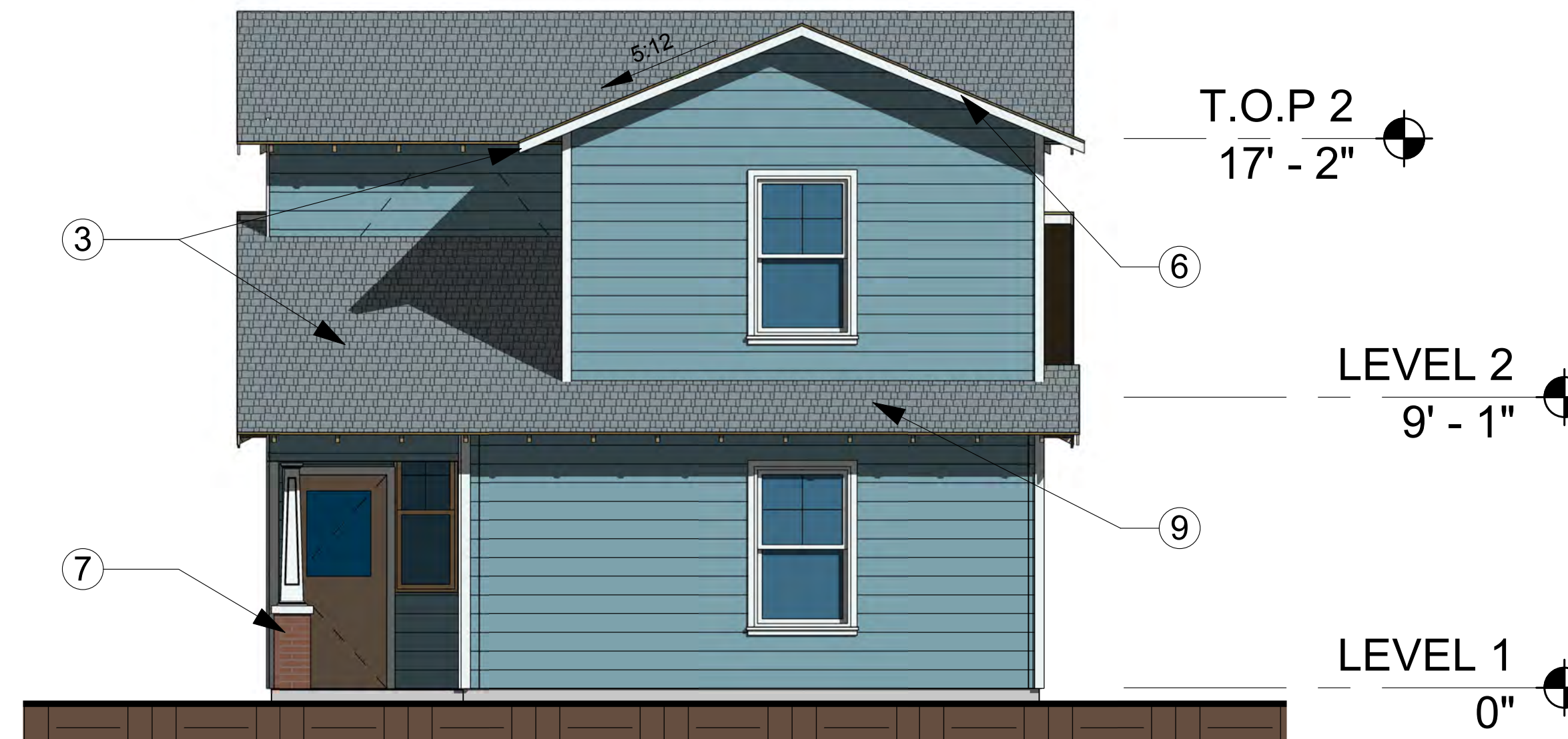
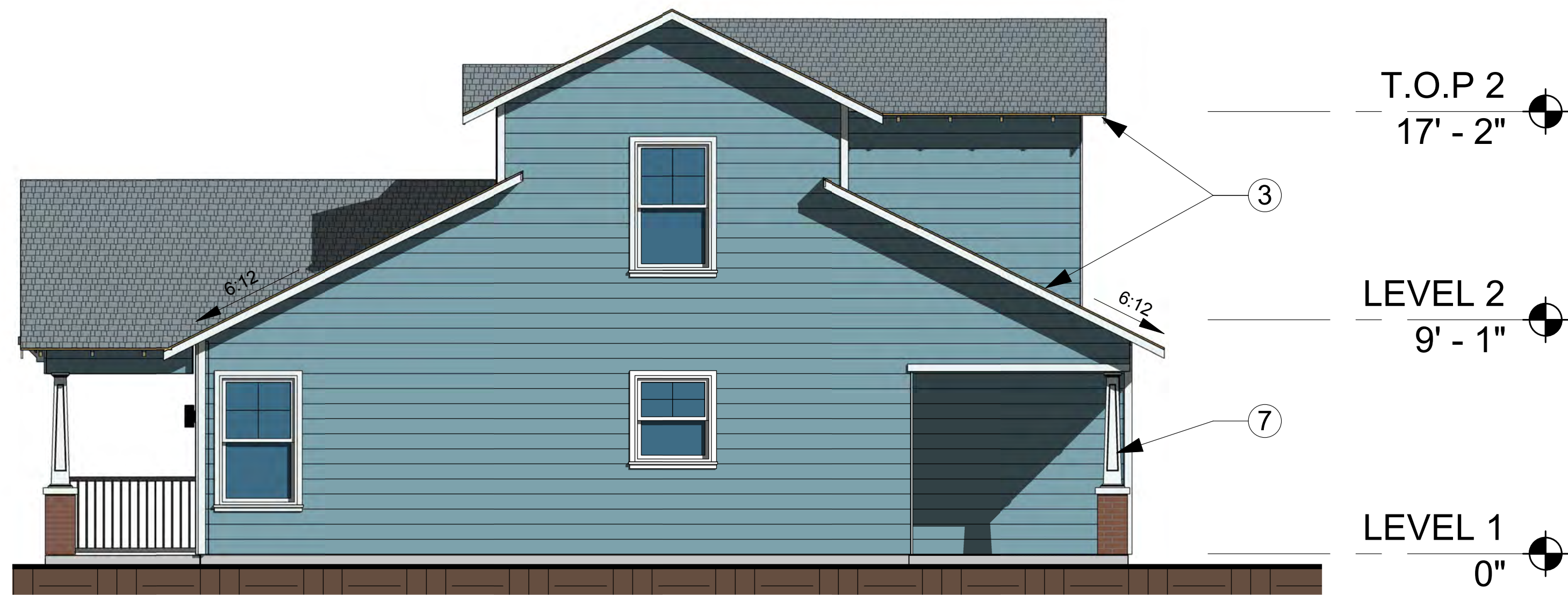


06/08/2022
Job #: 21301

OWNER
CHRISTINE PANAGOPOULOS
TRINITY HABITAT FOR HUMANITY
(817) 925-9219
C.PANAGOPOULOS@TRINITYHABITAT.ORG
9333 N. NORMANDALE ST.
FORT WORTH, TX 76116

CIVIL ENGINEER
MICHAEL THOMAS
MJ THOMAS ENGINEERING, LLC
(817) 996-3446
MICKEYT@MJTHOMASENG.COM
4700 BRYANT IRVIN CT, STE 204
FORT WORTH, TX 76107

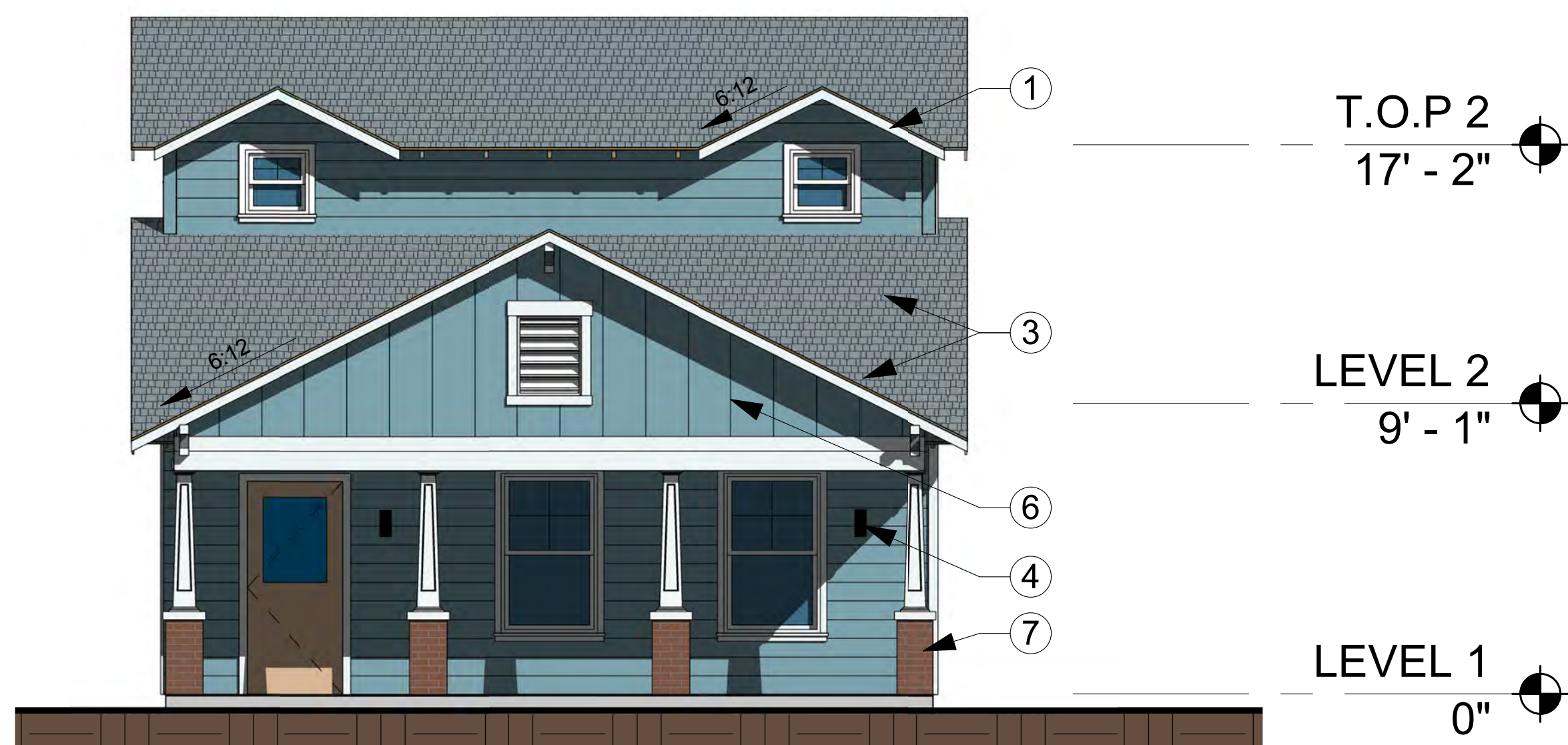
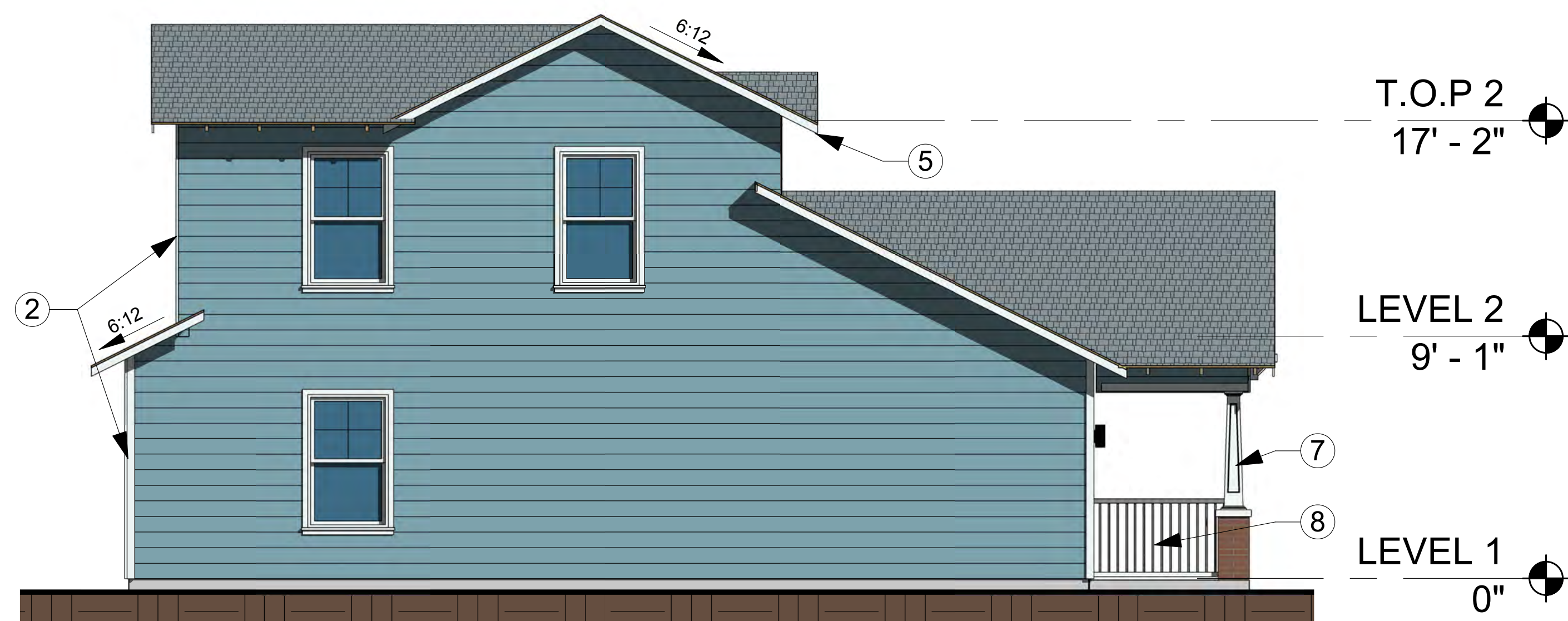
ARCHITECT
JAMES LAWRENCE
MEL/ARCH STUDIO
(817) 228-7175
JAMES@MELARCH.COM
1201 EVANS AVE., STE 300
FORT WORTH, TX 76104



4 RIGHT ELEVATION
1/8" = 1'-0"

2 REAR ELEVATION
1/8" = 1'-0"

ELEVATION NOTES	
1.	DORMER ELEMENT
2.	FACADE OFFSET (12" MIN.)
3.	VARIED ROOF LINE
4.	SCONCE LIGHTING
5.	ROOF OVERHANG
6.	GABLE ROOF ELEMENT
7.	PORCH COLUMN (8" SQ MIN.)
8.	RAILING
9.	HORIZONTAL BANDING



3 LEFT ELEVATION
1/8" = 1'-0"

1 FRONT ELEVATION
1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND	
	BRICK, COLOR TBD
	ASPHALT SHINGLES, COLOR TBD
	FIBER CEMENT TRIM, COLOR TBD
	FIBER CEMENT SIDING, COLOR TBD

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

HABITAT FOR HUMANITY
3/2 (1,240 sf)
Mansfield, Texas



06/08/2022
Job #: 21301

OWNER
CHRISTINE PANAGOPOULOS
TRINITY HABITAT FOR HUMANITY
(817) 926-9219
C.PANAGOPOULOS@TRINITYHABITAT.ORG
9333 N. NORMANDEALE ST.
FORT WORTH, TX 76116

CIVIL ENGINEER
MICHAEL THOMAS
MJ THOMAS ENGINEERING, LLC
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MICKEYT@MTHOMASENG.COM
4700 BRYANT IRVIN CT, STE 204
FORT WORTH, TX 76107

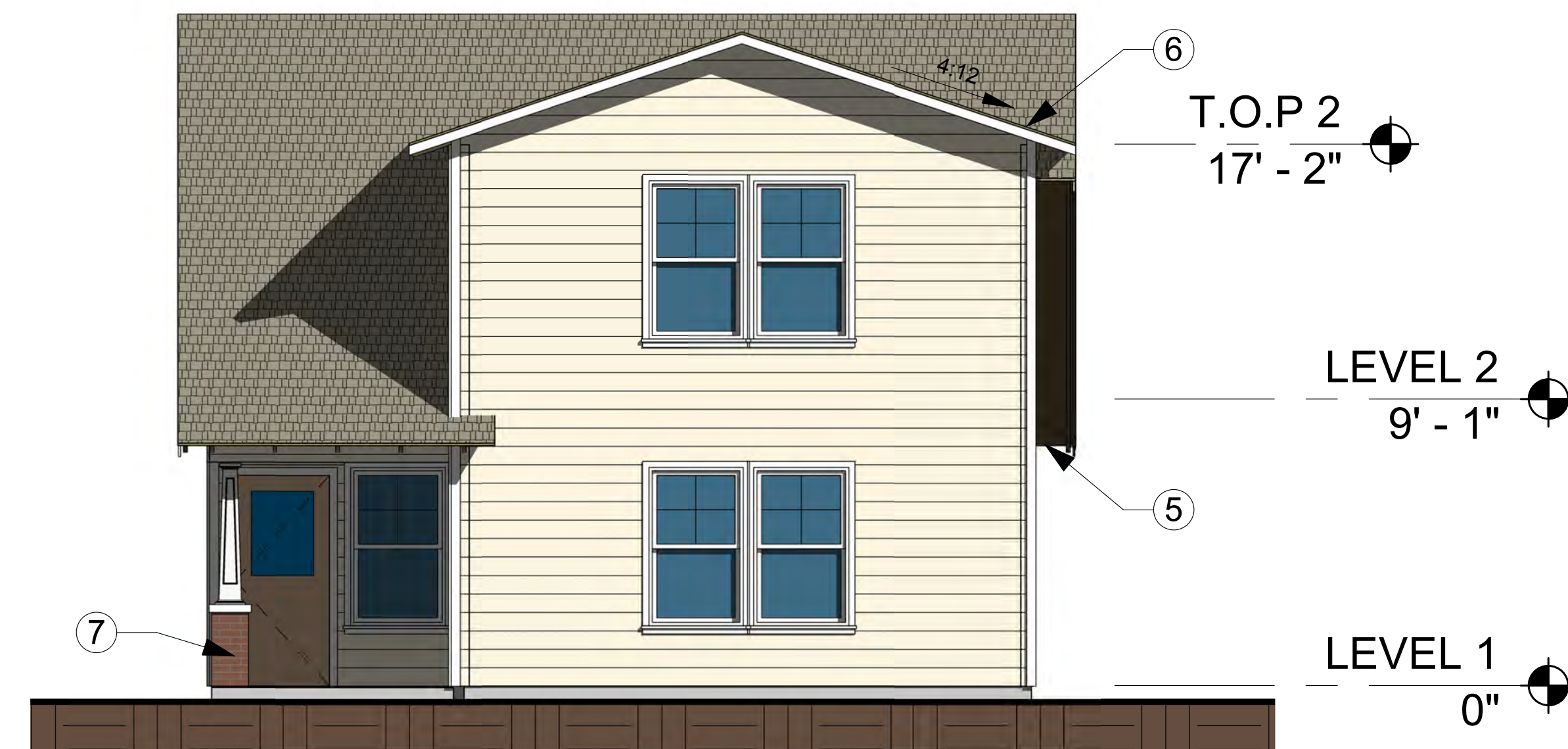
ARCHITECT
JAMES LAWRENCE
MEL/ARCH STUDIO
(817) 228-7175
JAMES@MELARCH.COM
1201 EVANS AVE., STE 300
FORT WORTH, TX 76104

EXHIBIT C1
ELEVATIONS

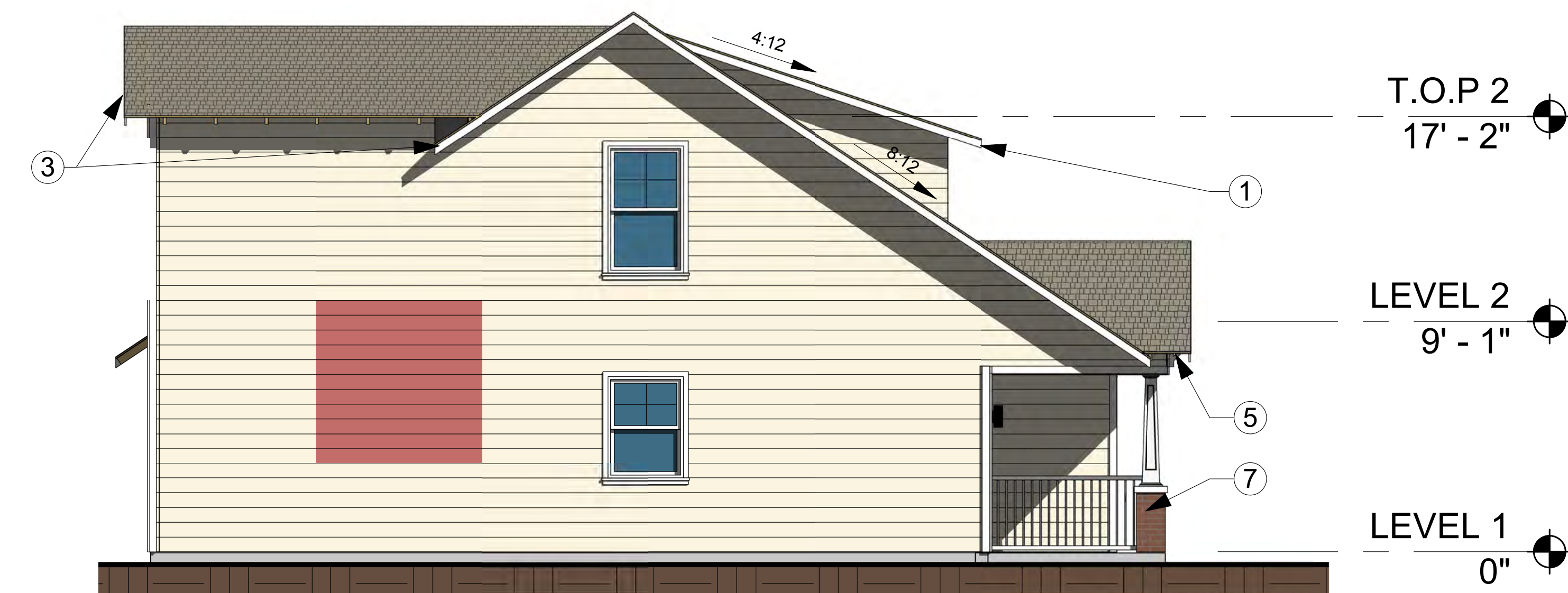
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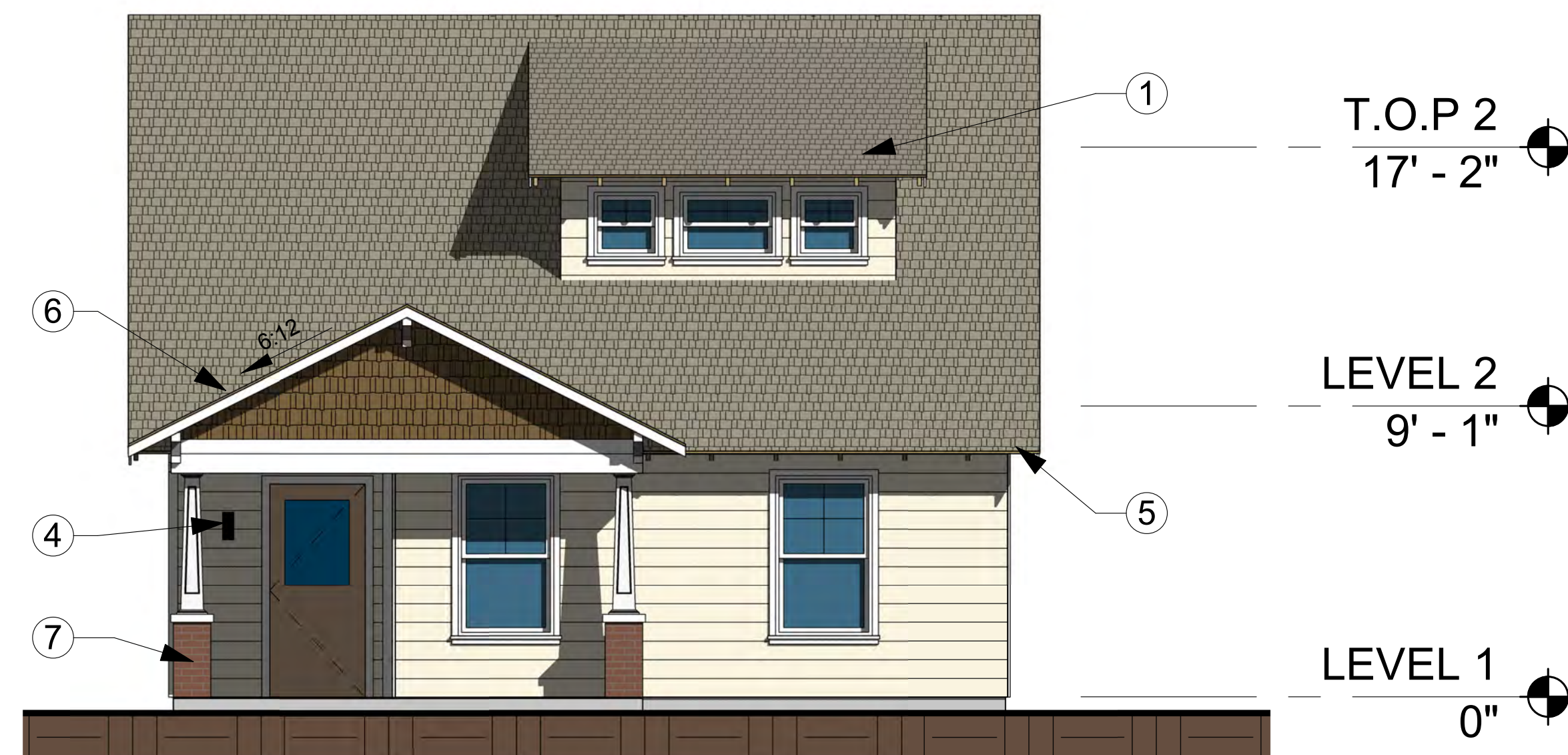
4 RIGHT ELEVATION
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



3 LEFT ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

ELEVATION NOTES

1. DORMER ELEMENT
2. FACADE OFFSET (12" MIN.)
3. VARIED ROOF LINE
4. SCONCE LIGHTING
5. ROOF OVERHANG
6. GABLE ROOF ELEMENT
7. PORCH COLUMN (8" SQ MIN.)
8. RAILING
9. HORIZONTAL BANDING

EXTERIOR MATERIAL LEGEND

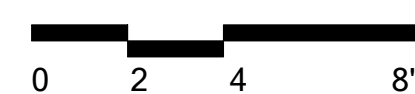
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	ASPHALT SHINGLES, COLOR TBD
	FIBER CEMENT TRIM, COLOR TBD
	FIBER CEMENT SIDING, COLOR TBD

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

HABITAT FOR HUMANITY
3/2.5 (1,350 sf)
Mansfield, TX

**EXHIBIT C2
ELEVATIONS**

ZC#20-021

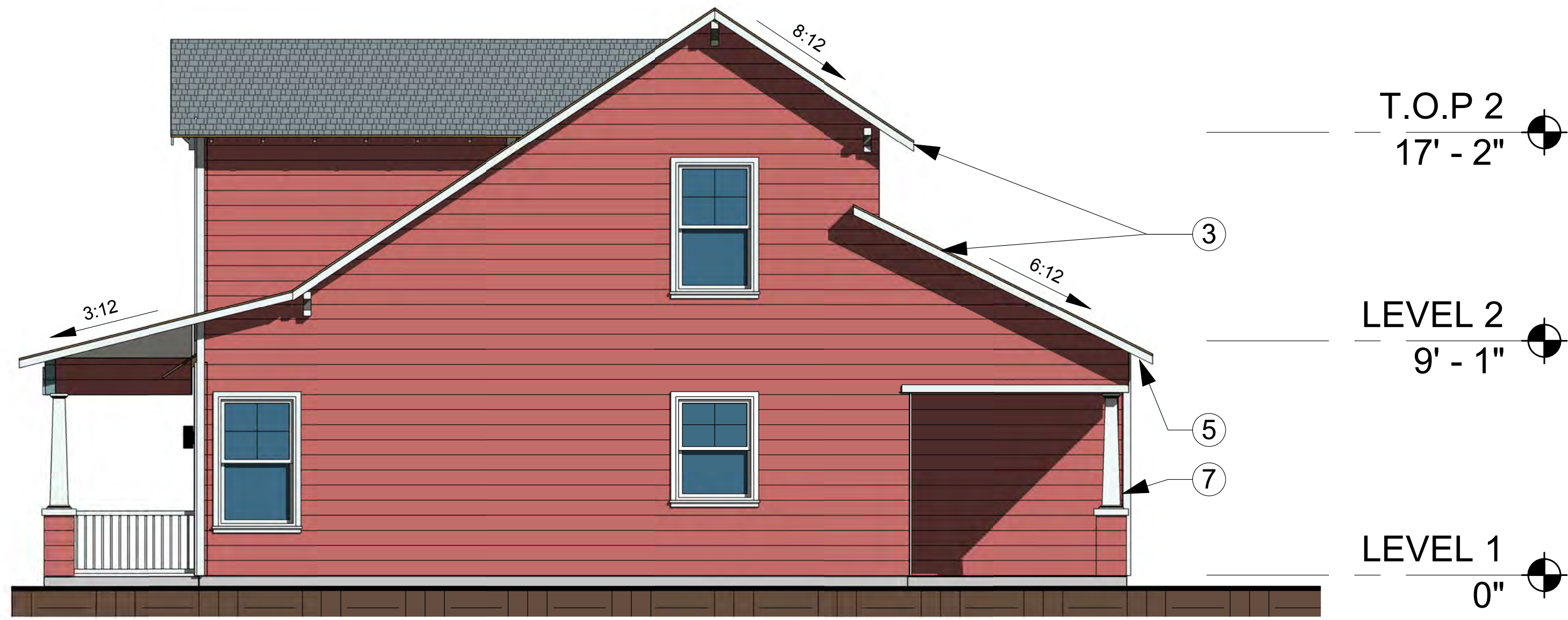


06/08/2022
Job #: 21301

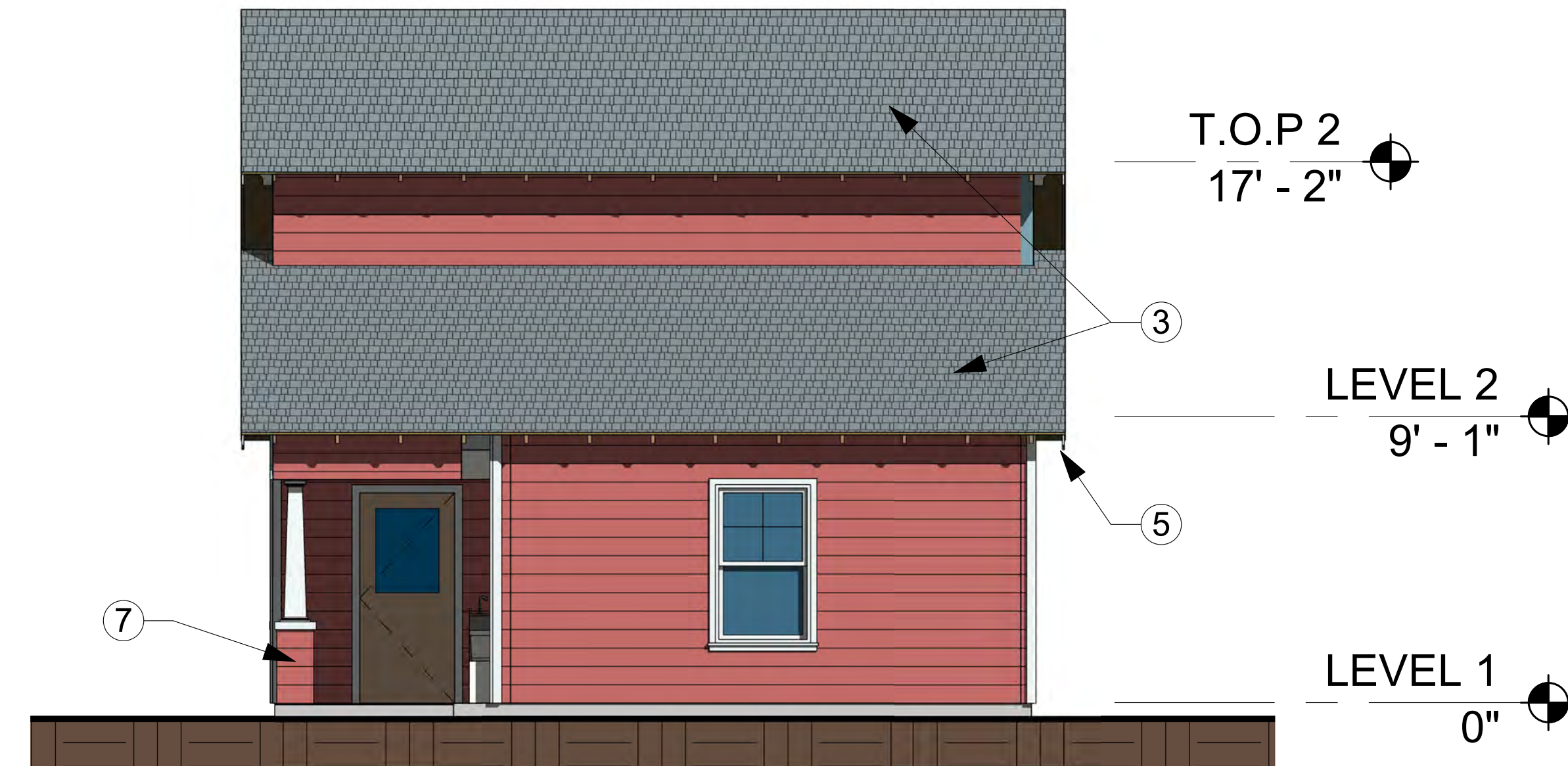
OWNER
CHRISTINE PANAGOPOULOS
TRINITY HABITAT FOR HUMANITY
(817)926-9219
C.PANAGOPOULOS@TRINITYHABITAT.ORG
9333 N. NORMANDELE ST.
FORT WORTH, TX 76116

CIVIL ENGINEER
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MJ THOMAS ENGINEERING, LLC
(817)996-3446
MICKEYT@MJTHOMASENG.COM
4700 BRYANT IRVIN CT, STE 204
FORT WORTH, TX 76107

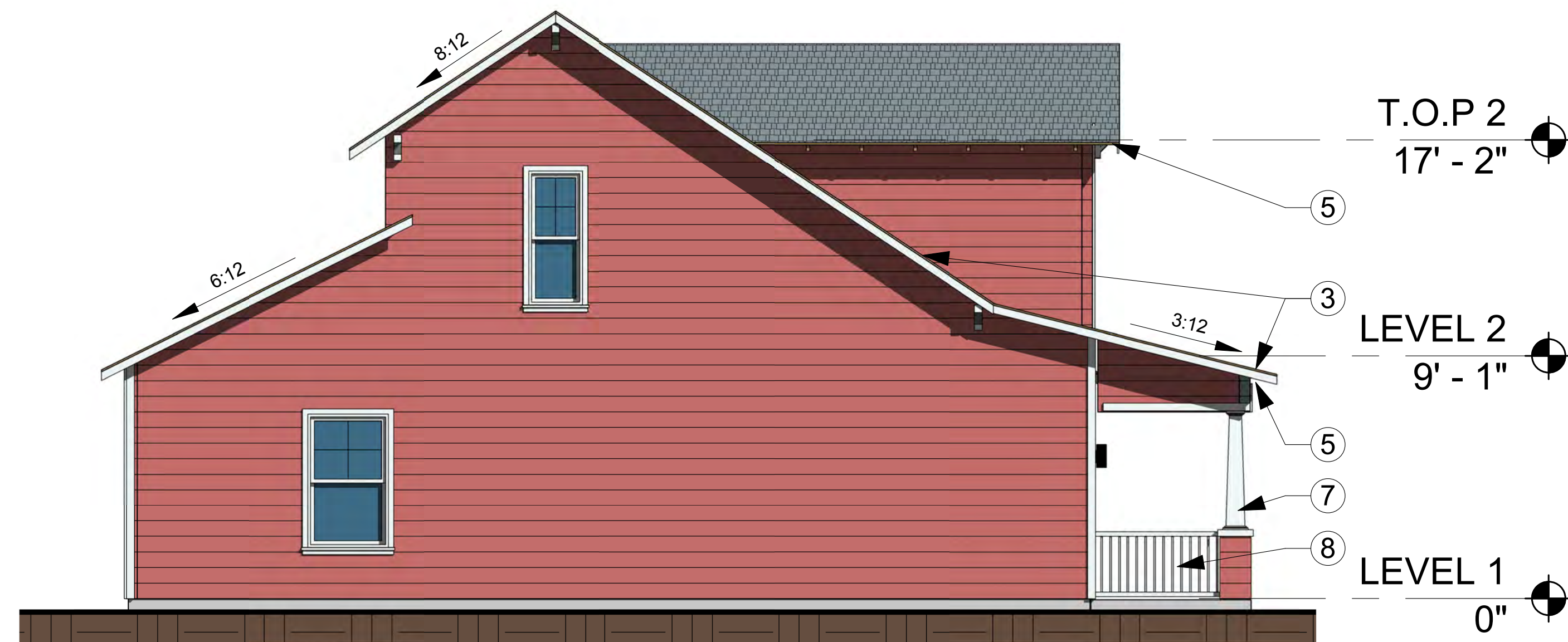
ARCHITECT
JAMES LAWRENCE
GFF ARCHITECTS
(817)303-1500 EXT. 304
JAMES.LAWRENCE@GFF.COM
3300 WEST 7TH STREET, STE 110
FORT WORTH, TX 76107



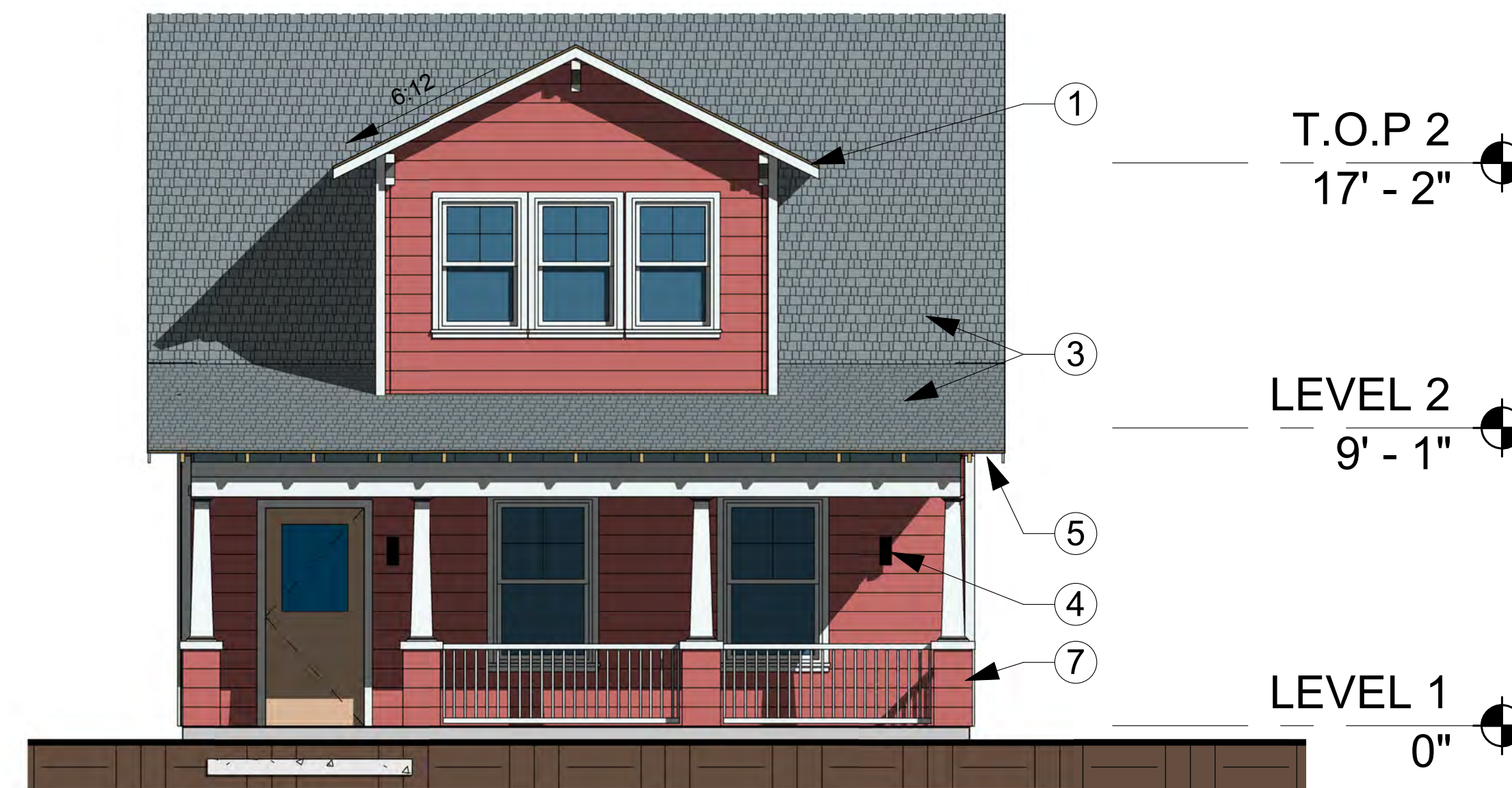
4 RIGHT ELEVATION
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



3 LEFT ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

ELEVATION NOTES	
1.	DORMER ELEMENT
2.	FACADE OFFSET (12" MIN.)
3.	VARIED ROOF LINE
4.	SCONCE LIGHTING
5.	ROOF OVERHANG
6.	GABLE ROOF ELEMENT
7.	PORCH COLUMN (8" SQ MIN.)
8.	RAILING
9.	HORIZONTAL BANDING

EXTERIOR MATERIAL LEGEND	
	BRICK, COLOR TBD
	ASPHALT SHINGLES, COLOR TBD
	FIBER CEMENT TRIM, COLOR TBD
	FIBER CEMENT SIDING, COLOR TBD

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

HABITAT FOR HUMANITY
3/2.5 (1270 sf)
Mansfield, TX



06/08/2022
Job #: 21301

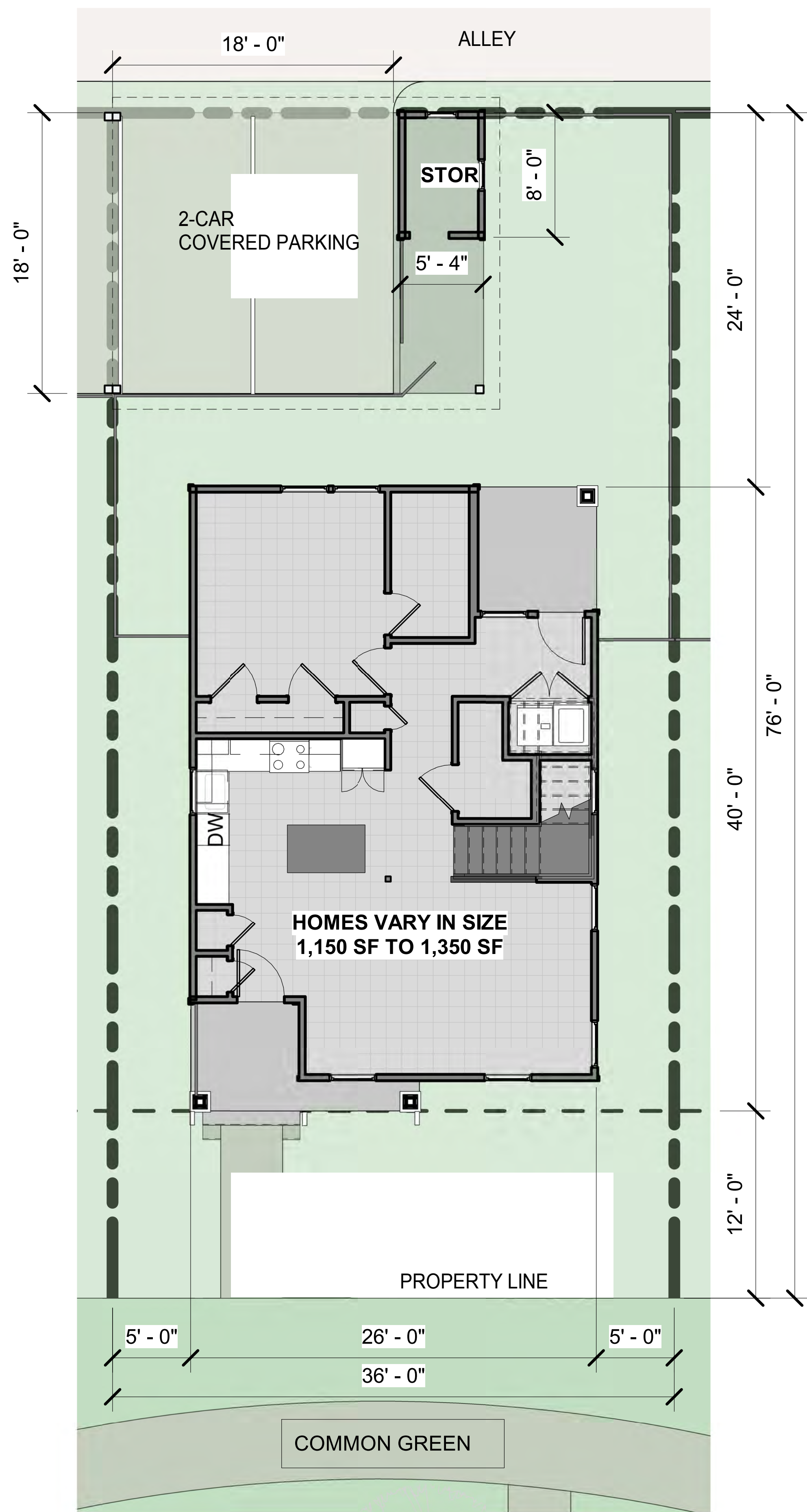
OWNER
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(817) 926-9219
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9333 N. NORMANDALE ST.
FORT WORTH, TX 76116

CIVIL ENGINEER
MICHAEL THOMAS
MJ THOMAS ENGINEERING, LLC
(817) 996-3448
MICKEYT@MTHOMASENG.COM
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FORT WORTH, TX 76107

ARCHITECT
JAMES LAWRENCE
MEL/ARCH STUDIO
(817) 228-7175
JAMES@MELARCH.COM
1201 EVANS AVE., STE 300
FORT WORTH, TX 76104

**EXHIBIT C3
ELEVATIONS**

ZC#20-021
Checker



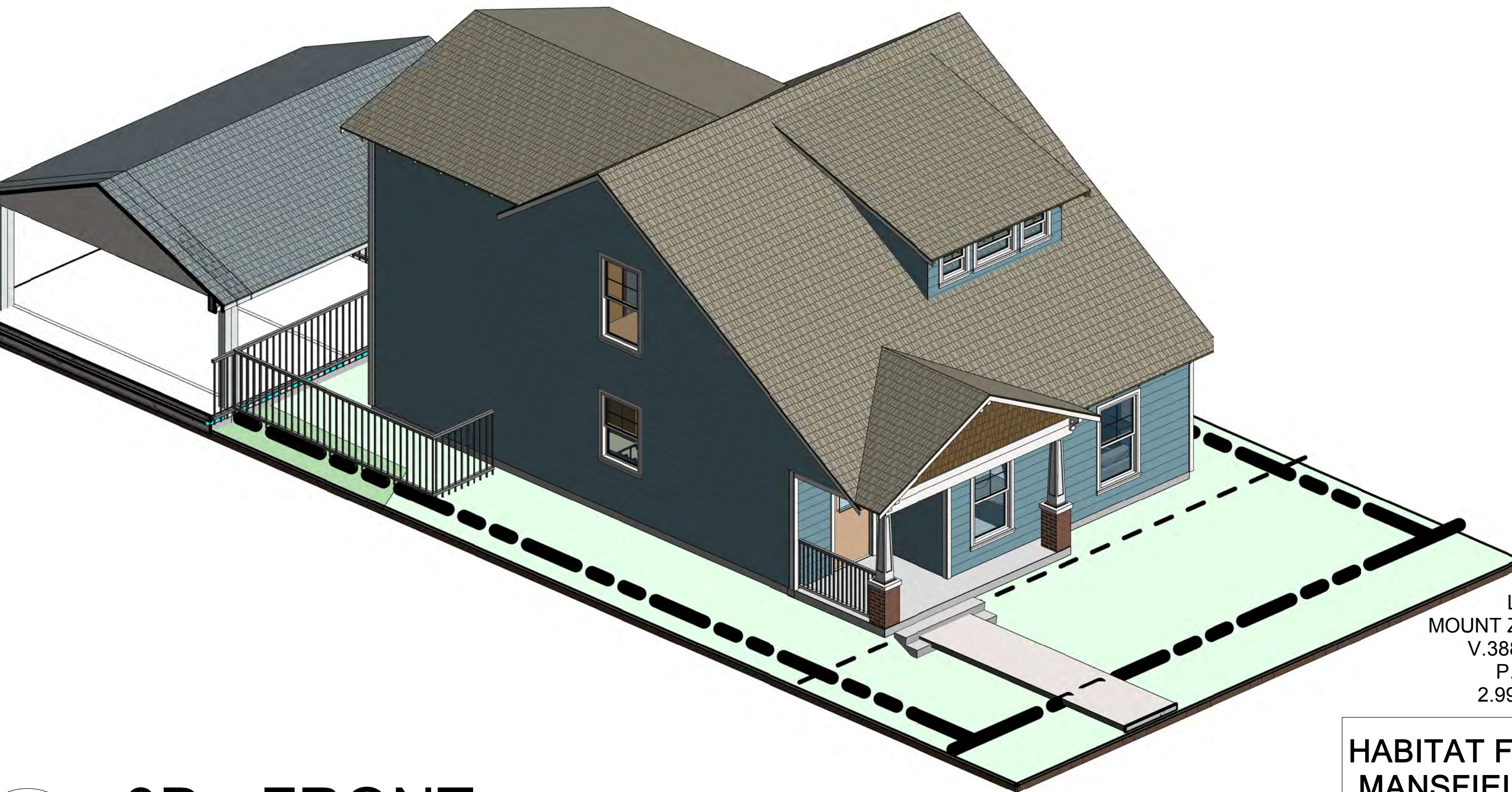
2

INDIVIDUAL HOME LOT

1" = 10'-0"

3

3D - REAR



1

3D - FRONT



06/08/2022
Job #: 21301

OWNER
CHRISTINE PANAGOPOULOS
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FORT WORTH, TX 76104

**HABITAT FOR HUMANITY
MANSFIELD COTTAGES**
301 SAYERS STREET
MANSFIELD, TEXAS

**EXHIBIT D3
EXAMPLE HOME LOT**

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

ZC#20-021
JL



LOT 15
 MOUNT ZION ESTATES
 V.388-11, P.134
 P.R.T.C.T
 2.997 ACRES

**HABITAT FOR HUMANITY
 MANSFIELD COTTAGES**

301 SAYERS STREET
 MANSFIELD, TEXAS

**EXHIBIT C4
 PERSPECTIVE**

ZC#20-021
 JL



06/08/2022
 Job #: 21301

OWNER

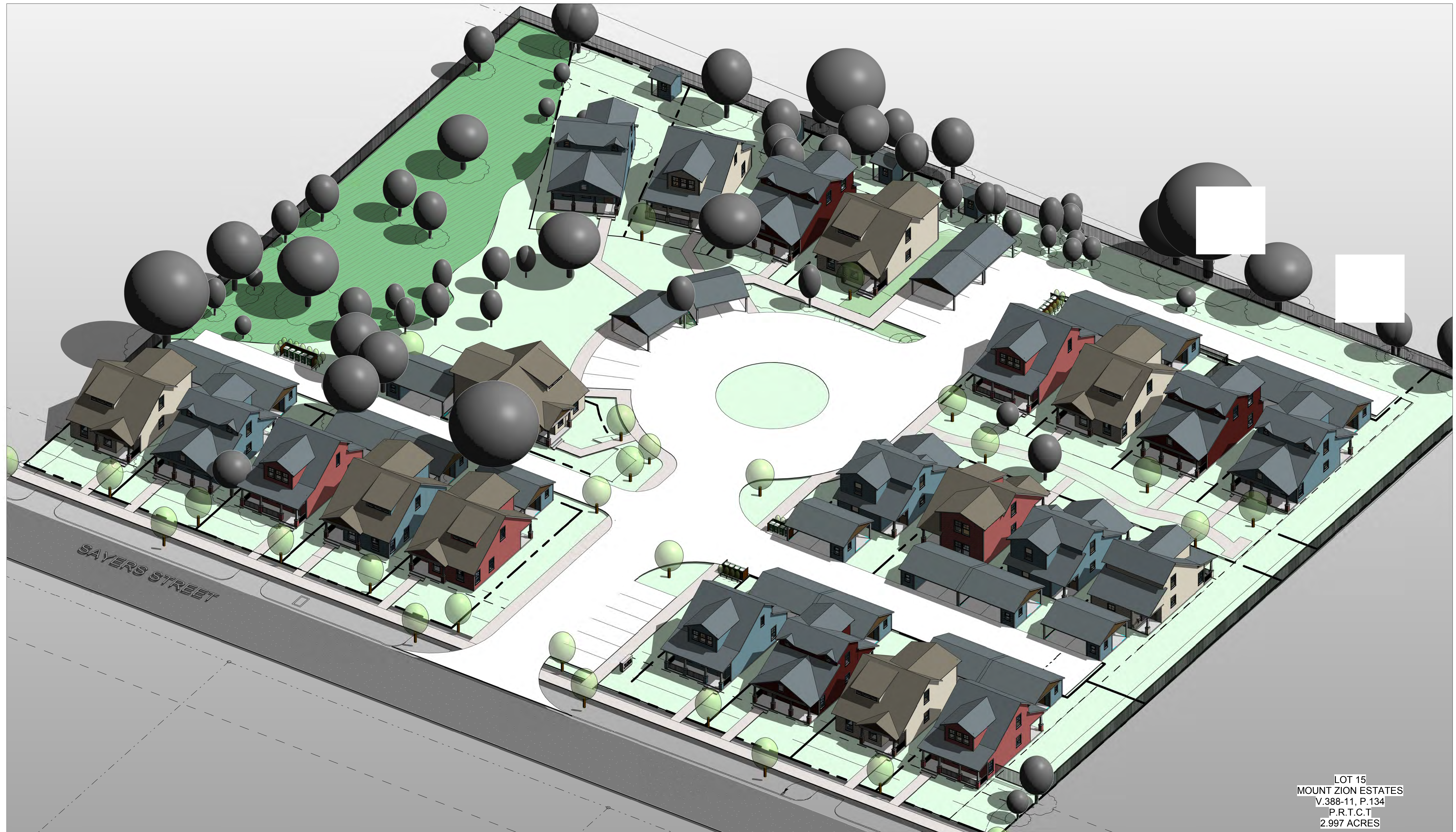
CHRISTINE PANAGOPOULOS
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 C.PANAGOPOULOS@TRINITYHABITAT.ORG
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 FORT WORTH, TX 76116

CIVIL ENGINEER

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 MICKEYT@MJTHOMASENG.COM
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ARCHITECT

JAMES LAWRENCE
 MEL/ARCH STUDIO
 (817) 228-7175
 JAMES@MELARCH.COM
 1201 EVANS AVE., STE 300
 FORT WORTH, TX 76104



LOT 15
 MOUNT ZION ESTATES
 V.388-11, P.134
 P.R.T.C.T
 2.997 ACRES

**HABITAT FOR HUMANITY
 MANSFIELD COTTAGES**
 301 SAYERS STREET
 MANSFIELD, TEXAS

**EXHIBIT C5
 3D ISO**

ZC#20-021
 JL

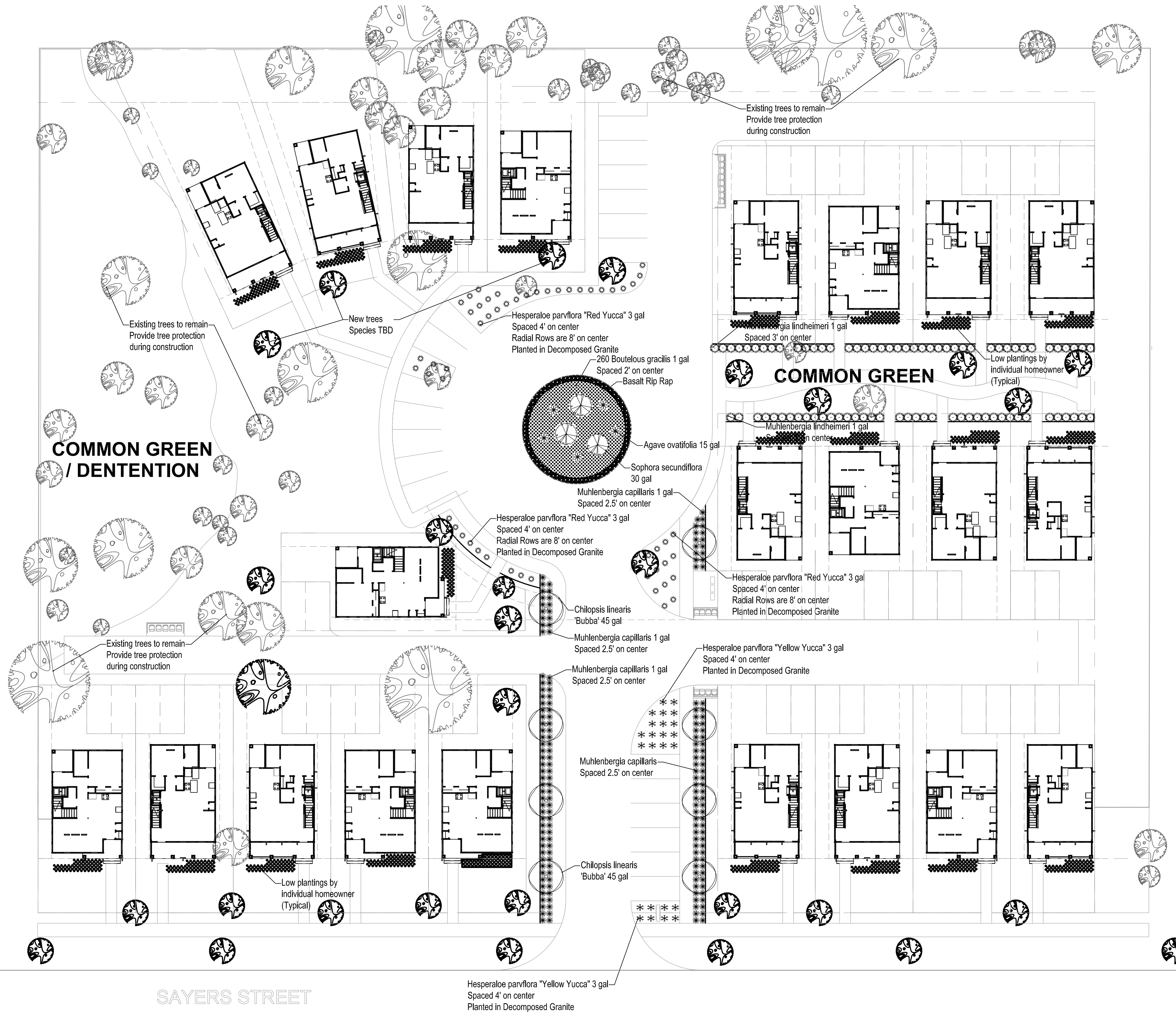


06/08/2022
 Job #: 21301

OWNER
 CHRISTINE PANAGOPOULOS
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 (817) 926-9219
 C.PANAGOPOULOS@TRINITYHABITAT.ORG
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 FORT WORTH, TX 76116

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ARCHITECT
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 JAMES@MELARCH.COM
 1201 EVANS AVE., STE 300
 FORT WORTH, TX 76104



HOMEOWNERS ASSOCIATION NOTES:

1. OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SCREENING FENCES, DRIVEWAYS, PARKING LOTS, SIDEWALKS, COMMON AREAS, AMENITY CENTERS, LANDSCAPING, HARDSCAPE IMPROVEMENTS, PAVILIONS, AND WALKING PATHS.
2. THE OWNER'S ASSOCIATION AND ASSOCIATED DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT. THE DOCUMENTS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A MINIMUM OF SIXTY (60) DAYS REVIEW. FAILURE TO SUBMIT THE DOCUMENTS OR INCOMPLETE DOCUMENTS MAY RESULT IN DELAY OF CONSTRUCTION, ACCEPTANCE OF THE DEVELOPMENT OR DELAY IN APPROVAL OF A BUILDING PERMIT. THE CITY DOES NOT ACCEPT THE RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE FAILURE TO SUBMIT THE ASSOCIATION DOCUMENTS OR THE INACCURACY OF THE DOCUMENTS.

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

**HABITAT FOR HUMANITY
MANSFIELD COTTAGES**
301 SAYERS STREET
MANSFIELD, TEXAS



2/15/2021
Job #: 21301

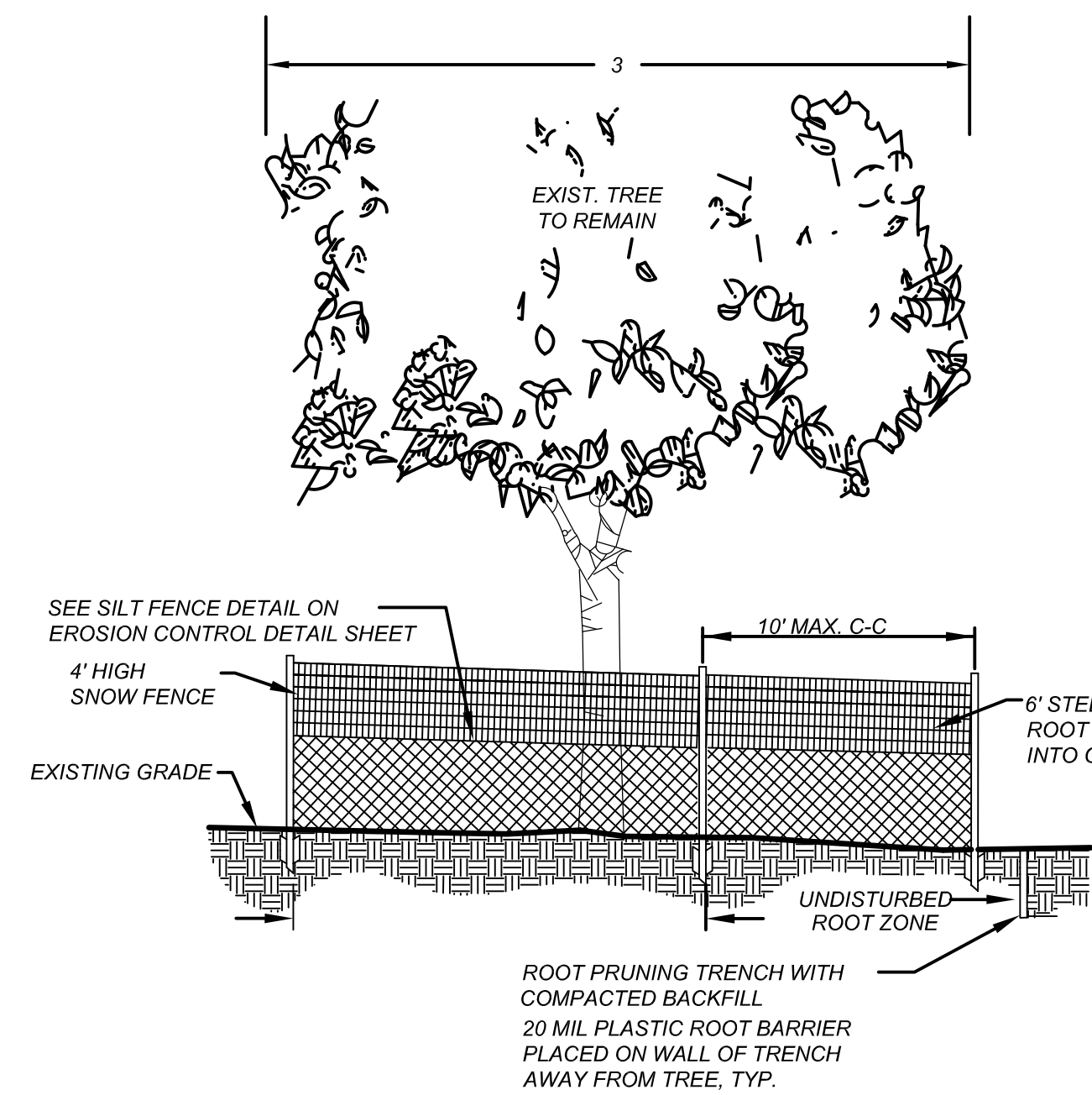
LANDSCAPE ARCHITECT
MICHAEL KINLER
REDENTA'S DESIGN
michael@redentas.com
FORT WORTH, TX 76112

OWNER
CHRISTINE PANAGOPOULOS
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ARCHITECT
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GFF ARCHITECTS
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JAMES.LAWRENCE@GFF.COM
3300 WEST 7TH STREET, STE 110
FORT WORTH, TX 76107

**EXHIBIT D1
LANDSCAPE PLAN**
ZC#20-021

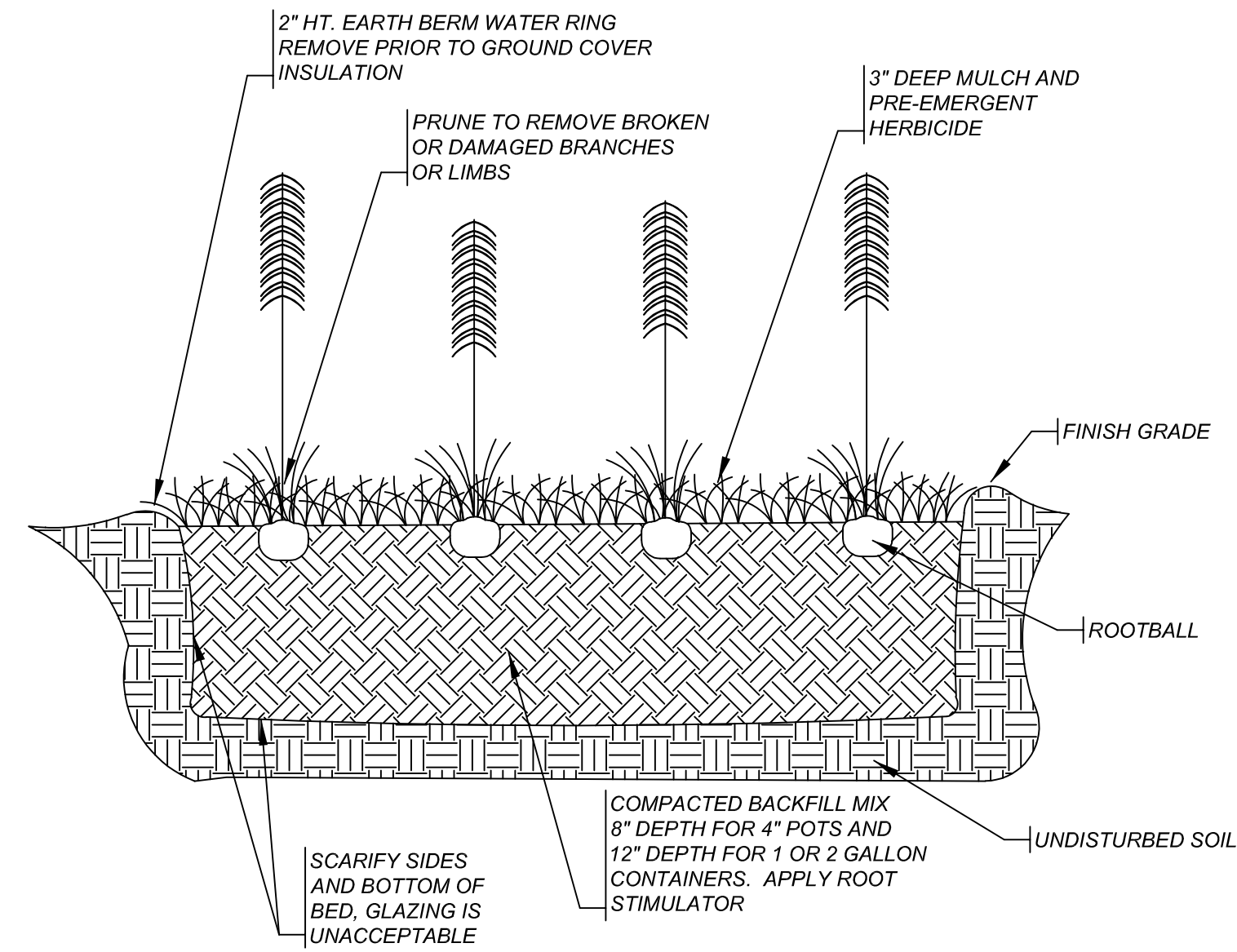


COMBINED SILT FENCE, TREE PROTECTION FENCE AND ROOT PRUNING TRENCH ALONG CURB

NOT TO SCALE

NOTE:

- 1. SYMBOL USED ON SITE PLAN IS SYMBOLIC ONLY AND SHOULD NOT BE USED FOR ACTUAL FIELD LOCATION OF FENCE.
- 2. FILTER FABRIC OVER WIRE FENCE (SEE EROSION CONTROL DETAILS FOR INSTALLATION OF FILTER FABRIC)
- 3. CRITICAL DRIP/ROOT ZONE, TREE PROTECTION SUBJECT TO APPROVAL BY OWNER'S REPRESENTATIVE.

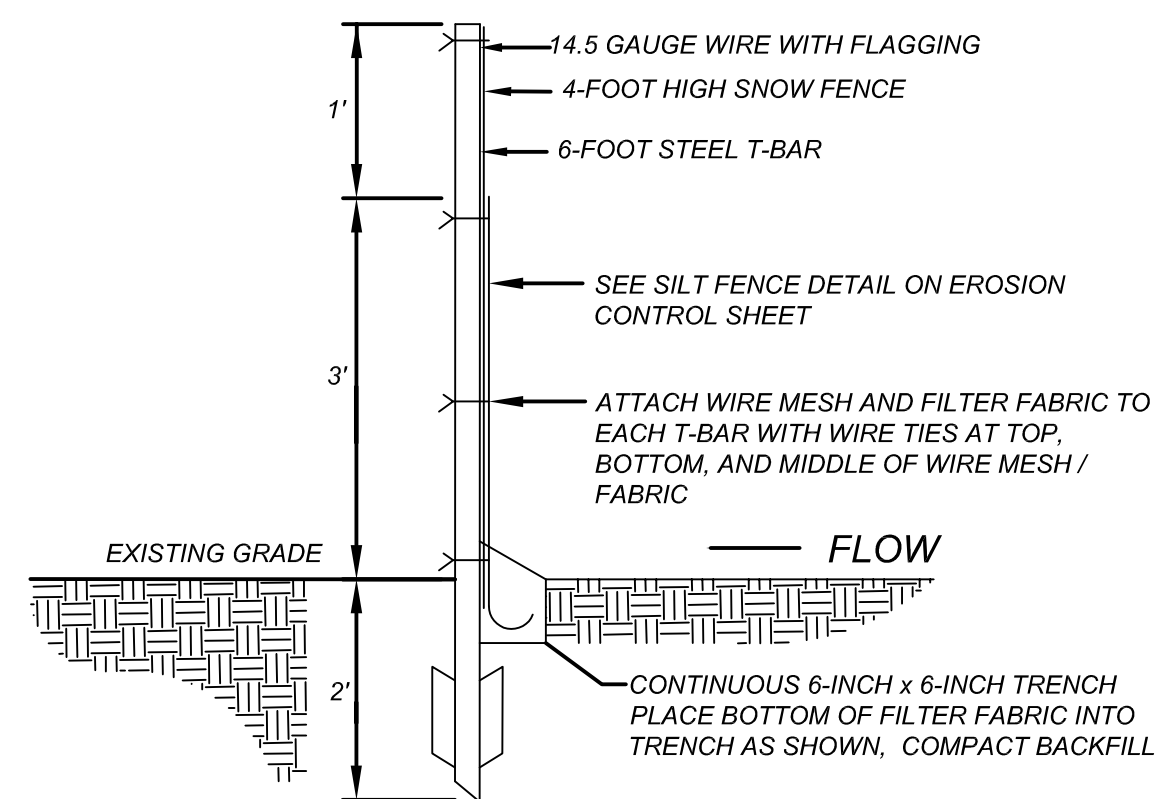


TYP. BED PLANTING DETAIL

NOT TO SCALE

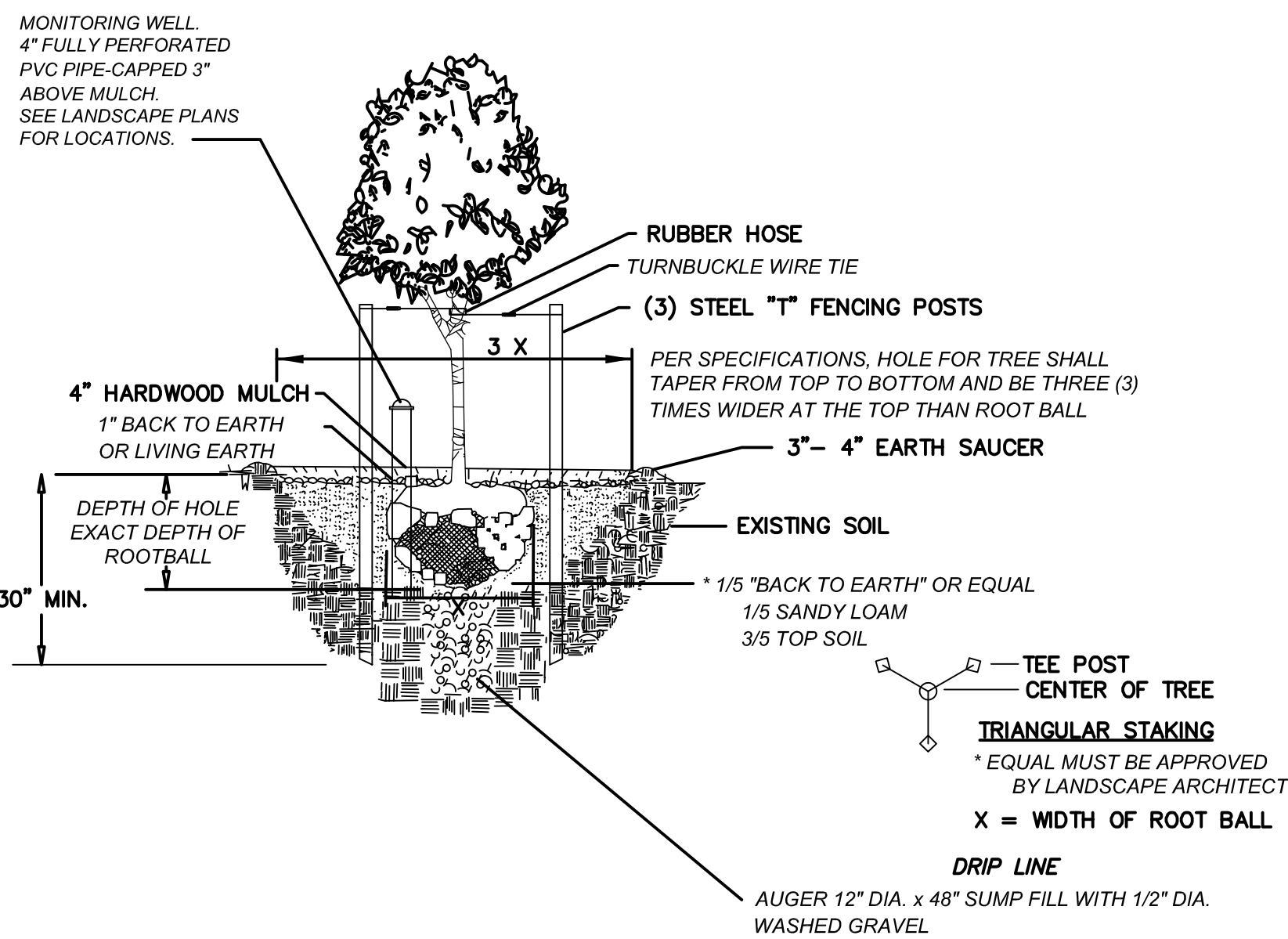
NOTES:

- CONTRACTOR SHALL PERFORM MAINTENANCE AS NEEDED
- SILT MATERIAL SHALL BE REMOVED AS NEEDED TO ENSURE EFFECTIVE PROTECTION
- FABRIC JOINTS SHALL OVERLAP A MINIMUM OF 6-INCHES, FOLDED AND SECURED WITH WIRE TIES



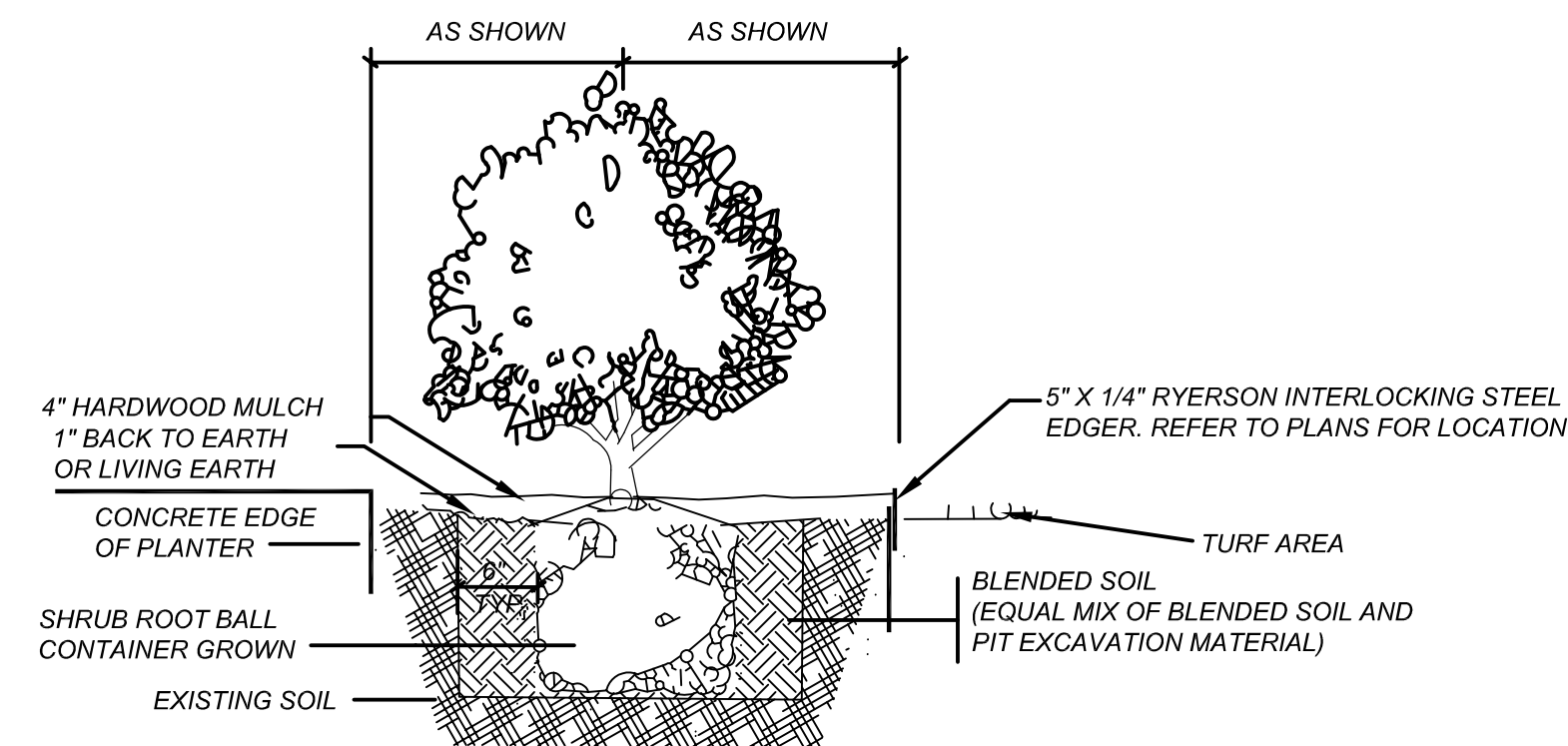
COMBINED SILT AND TREE PROTECTION FENCE SECTION

NOT TO SCALE



TREE PLANTING AND STACK - NORMAL CONDITIONS

NOT TO SCALE



SHRUB PLANTING AND EDGING DETAIL

NOT TO SCALE

HOMEOWNERS ASSOCIATION NOTES:

- 1. OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SCREENING FENCES, DRIVEWAYS, PARKING LOTS, SIDEWALKS, COMMON AREAS, AMENITY CENTERS, LANDSCAPING, HARDSCAPE IMPROVEMENTS, PAVILIONS, AND WALKING PATHS.
- 2. THE OWNER'S ASSOCIATION AND ASSOCIATED DOCUMENTS SHALL BE FILED IN COORDANCE WITH THE CITY OF MANSFIELD POLICIES. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT. THE DOCUMENTS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A MINIMUM OF SIXTY (60) DAYS REVIEW. FAILURE TO SUBMIT THE DOCUMENTS OR INCOMPLETE DOCUMENTS MAY RESULT IN DELAY OF APPROVAL OF A BUILDING PERMIT. THE CITY DOES NOT ACCEPT THE RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE FAILURE TO SUBMIT THE ASSOCIATION DOCUMENTS OR THE INACCURACY OF THE DOCUMENTS.

LOT 15
MOUNT ZION ESTATES
V.388-11, P.134
P.R.T.C.T
2.997 ACRES

**HABITAT FOR HUMANITY
MANSFIELD COTTAGES**
301 SAYERS STREET
MANSFIELD, TEXAS



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6318

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the November 11, 2024 2:30 p.m. 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 November 11, 2024 2:30 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, November 11, 2024

2:30 PM

Council Chambers

REGULAR MEETING

2:30 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 2:30 p.m.

Absent 1 - Brent Newsom

Present 6 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Juan Fresquez and Julie Short

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 2:42 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 2:44 p.m. Mayor Evans recessed the executive session at 5:32 p.m.

Council Member Newsom arrived at 2:37 p.m.

Present 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

Seek Advice of City Attorney Regarding the Use of American Rescue Act Funds

Seek Advice of City Attorney Regarding SB 1893

Seek Advice of City Attorney Regarding Notice Issuance Procedures

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

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 #21-04

Economic Development Project #21-33

IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened the meeting into regular business session at 5:42 p.m.

CITIZEN COMMENTS

Jim Cockrell, 2032 FM 2135 Cleburne, Texas 76031 - Mr. Cockrell spoke regarding his nomination for the Johnson County Central Appraisal District Board or Directors.

Sayeda Syed, 6705 Sapphire Circle N Colleyville, Texas 76034 - Ms. Syed spoke regarding her nomination for the Tarrant County Appraisal District Board of Directors.

COUNCIL ANNOUNCEMENTS

Council Member Newsom commented on Veteran's Day and congratulated the city and staff on the Veteran's Day Parade.

Mayor Evans dittoed Council Member Newsom's comments.

APPROVAL OF SUB-COMMITTEE MINUTES

[24-6282](#)

Minutes - Approval of the October 28, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Council Member Broseh gave a brief report of the meeting.

A motion was made by Mayor Pro Tem Tonore to approve the minutes of the October 28, 2024 Tax Increment Reinvestment Zone Number One Board Meeting as presented. Seconded by Council Member Bounds. The motion

CARRIED by the following vote:

Aye: 4 - Larry Broseh; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Non-Voting: 3 - Brent Newsom; Juan Fresquez and Julie Short

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Executive Director of Public Works Jeff Price provided an update on the new utility billing software and answered Council questions.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

CONSENT AGENDA

[24-6279](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting the 2024 Water and Wastewater Masterplan as Amendments to the Comprehensive Master Plan for the City of Mansfield, Texas; Finding That the Meeting at Which This Resolution Is Passed Is Open to the Public as Required by Law; And Declaring an Effective Date

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING THE 2024 WATER AND WASTEWATER MASTERPLAN AS AMENDMENTS TO THE COMPREHENSIVE MASTER PLAN FOR THE CITY OF MANSFIELD, TEXAS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND IS DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

Enactment No: RE-4273-24

[24-6286](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Construction Manager at Risk Contract with Crossland Construction Company, Inc for the Construction of Fire Station No. 1 for a Guaranteed Maximum Price of \$12,001,199.00; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Certificates of Obligations)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC FOR THE CONSTRUCTION OF FIRE STATION NO. 1 FOR A GUARANTEED MAXIMUM PRICE OF \$12,001,199.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; ANDDECLARING AN EFFECTIVE DATE (CERTIFICATES OF OBLIGATIONS)

(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; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

Enactment No: RE-4274-24

[24-6287](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Use of Drainage Funds in an Amount Not to Exceed \$298,320.00 for the Construction of Drainage Improvements; Generally Located Northwest of the South Main Street and Heritage Parkway Intersection; Finding that the Meeting at Which This is Approved is Open to the Public as Required by Law; and Declaring an Effective Date (Drainage Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE USE OF DRAINAGE FUNDS IN AN AMOUNT NOT TO EXCEED \$298,320.00 FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS; GENERALLY LOCATED NORTHWEST OF THE SOUTH MAIN STREET AND HERITAGE PARKWAY INTERSECTION; FINDING THAT THE MEETING AT WHICH THIS IS APPROVED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (DRAINAGE 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;Todd Tonore;Michael Evans;Tamera Bounds;Brent Newsom;Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

Enactment No: RE-4275-24

[24-6281](#)

Minutes - Approval of the October 28, 2024 Regular City Council Meeting Minutes

A motion was made by Council Member Broseh to approve the minutes of the October 28, 2024 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Todd Tonore;Michael Evans;Tamera Bounds;Brent Newsom;Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[24-6270](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving Contracts Between the City of Mansfield, TX and McClendon Construction Company, Inc. for the Construction of the East Broad Street and Wisteria Street Traffic Signal and Intersection Improvements and Authorizing Funding for an Amount Not to Exceed \$1,249,488.90; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date (Street Bond Fund & Street Maintenance Fund)

Council Member Tonore removed this item from the consent agenda.

A motion was made by Mayor Pro Tem Tonore to table this item to the December 9, 2024 City Council Meeting. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Todd Tonore;Michael Evans;Tamera Bounds;Brent Newsom;Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 6:01 p.m. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

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: 24-6319

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the November 11, 2024 6:00 p.m. 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 November 11, 2024 6:00 p.m. Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, November 11, 2024

6:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Evans called the meeting to order at 6:09 p.m.

Present 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

RECESS INTO EXECUTIVE SESSION

The Council did not recess into executive session.

Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

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

Personnel Matters Pursuant to Section 551.074

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

IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

INVOCATION

Pastor Daniel Ramos of Harvest Point Church gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Newsom 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 Fresquez led the Texas Pledge.

PROCLAMATION

[24-6294](#)

Small Business Saturday 2024

Mayor Evans and the City Council read and presented the proclamation to Mansfield small business owners.

RECOGNITION

Greater Fort Worth Builders Association Municipal Award

Assistant City Manager Matt Jones presented the item.

Texas Tourism Designation

Tourism Manager Tim Roberts presented the item.

PRESENTATION

Veteran's Day Parade Winners

Sgt. 1st Class Daniel Kinnel presented awards to the various winners of the Veterans Day Parade.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken.

PUBLIC HEARING AND FIRST READING

[24-6284](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from C2, Community Business District to PD, Planned Development District for C-2, Community Business District uses including Flex-Office Use on approximately 1.998 acres out of the William Lynn Survey, Abstract No. 984, Tarrant Co., TX, located on property addressed at 2480 North U.S. Highway 287. Triple K Holding, LLC Owner/Developer and Bannister Engineering, Engineer/Surveyor (ZC#23-008)

Assistant Director of Planning Arty Wheaton-Rodriguez presented the item and answered Council questions.

Mayor Evans opened the public hearing at 6:42 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 6:42 p.m.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO PD, PLANNED DEVELOPMENT DISTRICT FOR COMMERCIAL USES, INCLUDING FLEX OFFICE USES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

[24-6285](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development to PD, Planned Development for a Car Wash and Eating Place with Drive Through Service on approximately 2.00 acres in the Thomas Bratton Survey Abstract No. 162, City of Mansfield, Tarrant Co, TX, located at 1850 E Broad St. Shane Farrar, Applicant/Owner (ZC#24-013)

Arty Wheaton-Rodriguez presented the item and answered Council questions. There was discussion amongst Council regarding the item.

Mayor Evans opened the public hearing at 6:54 p.m.

Danny Ray, 11317 CR 525 - Mr. Ray spoke in support of the item.

Pam Hudson, 711 Neals Way - Ms. Hudson spoke in support of the item.

Shane Farrar, 2080 Cannon Drive - Mr. Farrar spoke in support of the item.

Mayor Evans continued the public hearing at 7:04 p.m.

A motion was made by Council Member Short to remand the item back to the Planning and Zoning Commission to work on the architectural standards and materials, elevated aesthetics for the car wash, and that the signage and landscape have dimension and be in compliance with the ordinance, and work with staff on the fire lane. Council Member Short also requested the property owner, Mr. Danny Ray, provide a letter showing support for the easement for the second access on the neighboring property. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

NEW BUSINESS

[24-6280](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Economic Development Agreement between the Mansfield Economic Development Corporation, and SCSD-Finnell a Limited Company; Authorizing the MEDC President to Execute Said Agreement; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Providing an Effective Date (MEDC)

Executive Director of Economic Development Jason Moore presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND SCSD-FINNELL, A LIMITED COMPANY; AUTHORIZING THE MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE (MEDC)

(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; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 0

Enactment No: RE-4276-24

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 7:08 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

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: 24-6320

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the November 12, 2024 Special Joint City Council and Mansfield Independent School District Board Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 12, 2024 Special Joint City Council and Mansfield Independent School District Board Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Tuesday, November 12, 2024

5:00 PM

Mansfield ISD Center for the Performing Arts
1110 W. Debbie Lane
Mansfield, TX 76063

JOINT MEETING BETWEEN THE MANSFIELD CITY COUNCIL AND THE MANSFIELD INDEPENDENT SCHOOL DISTRICT BOARD OF DIRECTORS

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

Mayor Evans called the meeting to order at 5:00 p.m.

Present 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

INVOCATION

School Board Trustee Craig Tipping gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Tamera 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"

School Board Trustee Jandell Crutchfield led the Texas Pledge.

CITIZEN COMMENTS

Brandon Brady - 3112 Rustic Meadow - Mr. Brady made comments regarding an agenda item that was previously discussed at a City Council meeting.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Presentation by City Manager

Assistant City Manager Matt Jones provided an update on the new City Hall project and spoke about the design. Chief of Staff Faith Morse provided a brief overview of the land swap between the city and Mansfield ISD. She touched on the benefits of the land swap and the inspiration of the Council for Geyer Commons.

Presentation by Mansfield ISD Superintendent

Associate Superintendent Jeff Brogden provided an update on the Safety Operations Center to be built behind the existing City Hall.

RECESS INTO EXECUTIVE SESSION

The Council did not recess into executive session.

Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

Discussion 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

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken.

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 5:28 p.m. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

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: 24-6321

Agenda Date: 12/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the November 19, 2024 Special City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the November 19, 2024 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Tuesday, November 19, 2024

8:00 AM

Council Chambers

SPECIAL MEETING

8:00 A.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 8:04 a.m.

Absent 2 - Todd Tonore and Tamera Bounds

Present 5 - Larry Broseh; Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 8:04 a.m. Mayor Evans called the executive session to order in the Council Conference Room at 8:05 a.m. Mayor Evans recessed the executive session at 9:49 a.m.

Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Deliberation of the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Public Officer or Employee

City Attorney

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

IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Council Member Broseh left the meeting at 9:15 a.m.

Mayor Evans reconvened the meeting into regular business session at 9:51 a.m.

Absent 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Present 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

INVOCATION

Council Member Short gave the Invocation.

PLEDGE OF ALLEGIANCE

The City Council led the Pledge of Allegiance.

TEXAS PLEDGE

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

The City Council led the Texas Pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

STAFF COMMENTS

Mayor Evans called the meeting to order at 8:04 p.m.

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

CONSENT AGENDA

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[24-6283](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Amendments to the Professional Services Contracts Between the City of Mansfield, TX and Dunaway Associates, LLC in an Amount Not to Exceed \$575,135 for the Lone Star 360 - Public Infrastructure and Heritage Parkway Bridge Projects for Design; Finding That the Meeting at Which This Resolution Is Passed Is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund, TIRZ #4)

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 AMENDMENTS TO THE PROFESSIONAL SERVICES CONTRACTS BETWEEN THE CITY OF MANSFIELD, TX AND DUNAWAY ASSOCIATES, LLC FOR THE LONE STAR 360 – PUBLIC INFRASTRUCTURE AND THE HERITAGE PARKWAY BRIDGE PROJECTS FOR AN AMOUNT NOT TO EXCEED \$575,135.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (TIRZ #4)

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

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

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

Enactment No: RE-4277-24

[24-6299](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Rejecting All Bids Received for Construction of Phase 3B of the Walnut Creek Linear Park Trail; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, REJECTING ALL BIDS RECEIVED FOR CONSTRUCTION OF PHASE 3B OF THE WALNUT CREEK LINEAR PARK TRAIL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

Enactment No: RE-4278-24

[24-6301](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Agreement with Brittain & Crawford, LLC in an Amount Not to Exceed \$94,500 for Survey and Platting Services for Various Park Properties; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Park Land Dedication and Development Fee Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRITTAIN & CRAWFORD, LLC, IN AN AMOUNT NOT TO EXCEED \$94,500 FOR SURVEY AND PLATTING SERVICES AT VARIOUS PARK PROPERTIES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

Enactment No: RE-4279-24

[24-6304](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Agreement Between the City Of Mansfield, Texas and Intercon Environmental, Inc. for Asbestos Remediation and Demolition Services Utilizing the Interlocal Purchasing System (TIPS) Contract No. 23010402 in an Amount not to Exceed \$85,635; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (General Fund)

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 AN AGREEMENT BETWEEN THE CITY OF MANSFIELD, TX AND INTERCON ENVIRONMENTAL, INC. FOR ASBESTOS REMEDIATION AND DEMOLITION SERVICES UTILIZING THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 23010402 IN AN AMOUNT NOT TO EXCEED \$85,635; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND)

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

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

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

Enactment No: RE-4280-24

END OF CONSENT AGENDA

NEW BUSINESS

[24-6297](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Canvassing Returns and Declaring the Results of a Local Option Election Held in the City of Mansfield, Texas November 5, 2024; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

City Secretary Susana Marin presented the updated voting tabulation, finalized resolution, and official election results.

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, CANVASSING RETURNS AND DECLARING THE RESULTS OF A LOCAL OPTION ELECTION HELD IN THE CITY OF MANSFIELD, TEXAS NOVEMBER 5, 2024

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

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

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

Enactment No: RE-4281-24

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 9:56 a.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 4 - Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Absent: 3 - Larry Broseh; Todd Tonore and Tamera Bounds

Abstain: 0

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6330

Agenda Date: 12/9/2024

Version: 1

Status: Public Hearing

In Control: Planning and Zoning Commission

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form Based Development District on Approximately 57.95 Acres in the John Robertson Survey, Abstract No. 1317, City of Mansfield, Tarrant County, Texas, Generally Located east of U.S. Highway 287, East and West of N. Mitchell Road, and North of the Union Pacific Railroad Right-of-Way on Property Addressed at 101 S. U.S. Highway 287 and at 20 and 24 North Mitchell Road; BV Mitchell LLC and the City of Mansfield, Applicants (ZC#24-008)

Requested Action

To consider the subject zoning change request.

Recommendation

On August 12, 2024, the City Council, at the request of the applicant, voted to table the case indefinitely with a vote of 7 to 0.

The Planning and Zoning Commission met on June 17, 2024, and voted 7 to 0 to recommend approval of the zoning change request.

Vote:

- Ayes: 7 - Mainer, Axen, Bennett, Goodwin, Moses, Shaw, and Thompson
- Nays: 0
- Absent: 0

The Department of Planning and Development Services recommends approval of the zoning change request.

Description/History

Existing Use: Vacant

Existing Zoning: PD, Planned Development District

Mansfield 2040 Land Use Designation: Retail & Office, Mixed-Use Regional, and LINQ Special Area Plan

Surrounding Land Use & Zoning:

- North - HEB Grocery, PD, Planned Development District
- South - Manufacturing, PD, Planned Development District

- East - Manufacturing, Clinics and Assisted Living facility, PD, Planned Development District
- West - Existing Commercial, C-2, Community Business District

Thoroughfare Plan Specification:

U.S. Highway 287 - Frontage Road and Freeway
North Mitchell Road - Two lane divided collector street

Synopsis

The applicant is requesting to rezone the property from PD, Planned Development District, to S, South Mansfield Form Based Development District, on approximately 57.95 acres to accommodate mixed-use development along US 287 Frontage Road. It should be noted that there are two (2) PD, Planned Development Districts regulating land use on the subject property; the first PD, Planned Development District contains regulations adopted under The Reserve PD, Planned Development District (Highway 287 Sub-district) and the second PD, Planned Development District contains specific regulations for the construction and operation of a chemical plant only.

Mansfield 2040 Plan

Land Use Designation(s)

The land use designations for this property are Retail & Office and Mixed-Use Regional.

Mansfield 2040 Plan Goals and Strategies

MU.1(a): Integrate higher-intensity residential uses within mixed-use settings at intentional locations within the City.

MU.2(a): Encourage efficiently shared amenities between a variety of uses and users, including parking improvements, infrastructure, and open spaces.

MU.2(c): Establish a balanced and complementary mixture of uses within buildings and developments.

MU.3(a): Integrate public and private amenities aimed toward residents, businesses, and visitors.

RE.1(a): Market the City toward local, regional, and global partnerships in areas with appropriate context and infrastructure.

RE.2(b): Encourage local jobs by targeting employers that want the knowledge, skills, and talent of area residents.

The LINQ Special Area Plan

This development is within the LINQ, Corridor Mixed-Use designation along North U.S. Highway 287.

LQ.1: Capitalize on the intersection of location & opportunity.

LQ.3(a): Promote active transportation via safe and comfortable infrastructure for pedestrians and bicyclists.

Analysis

The applicant is requesting to rezone the property from the two (2) PD, Planned Development Districts to the S, South Mansfield Form-based Development District on approximately 57.95 acres.

The S, South Mansfield Form-based Development District relies extensively on transect zones (e.g., T-3, T-4, T-5, and T-6) and special districts to establish the schedule of allowable uses and building design standards. The transect zone that directs this proposed development must be shown on the required special land assemblage plan. As a considerable portion of the property is located within 660 feet of U.S. Highway 287, additional building standards may be required to reinforce the vision for the development along the regional corridor --- including a minimum building height of four (4) stories.

Because the property is greater than two (2) acres in area, a development plan and a special land assemblage plan will be required. The development plan must be reviewed and approved by the City Council, and it will reinforce a pattern of development that is mixed-use vis-à-vis a required concept plan, phasing plan, and other project attributes that will achieve the community's vision for sustainable growth. The special land assemblage plan ensures that the property is appropriately master-planned to produce a development that is pedestrian-oriented, mixed-use, and attractive and it is approved administratively by the Department of Planning and Development Services.

New development on the property (and any future renovation or redevelopment) must comply with the urban design and landscaping standards of the S, South Mansfield Form-based Development District. These urban design and landscaping standards will inform the required submittal of a special land assemblage plan as well as site plans and building plans.

Summary

The S, South Mansfield Form-based Development District provides a specific set of form-based development standards that enables and encourages a creative development that is mixed-use, connected, walkable and visually harmonious. The possible introduction of a range of residential options, neighborhood-oriented commercial and other related civic activities have the potential to create a dynamic locus of activity along U.S. Highway 287. As such, the presence of civic and passive spaces with public art and other amenities are highly encouraged.

Prepared By

Department of Planning and Development Services
817-276-4229

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 PROPERTY TO A S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 “Zoning” of the Code of Ordinances, 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 Chapter 155 “Zoning” of the Code of Ordinances and 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, 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 S, South Mansfield Form-Based Development District; said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2.

That the locations of all Transect zones on the property shall be established on the special land assemblage plan required under Section 155.073 of the Code of Ordinances, City of Mansfield, Texas.

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 property shall be used only in the manner and for the purposes provided for in the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas 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 Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas as a whole.

SECTION 6.

Any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 “Zoning” of the Code of Ordinances, 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 7.

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 9TH DAY OF DECEMBER, 2024.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF DECEMBER, 2024.

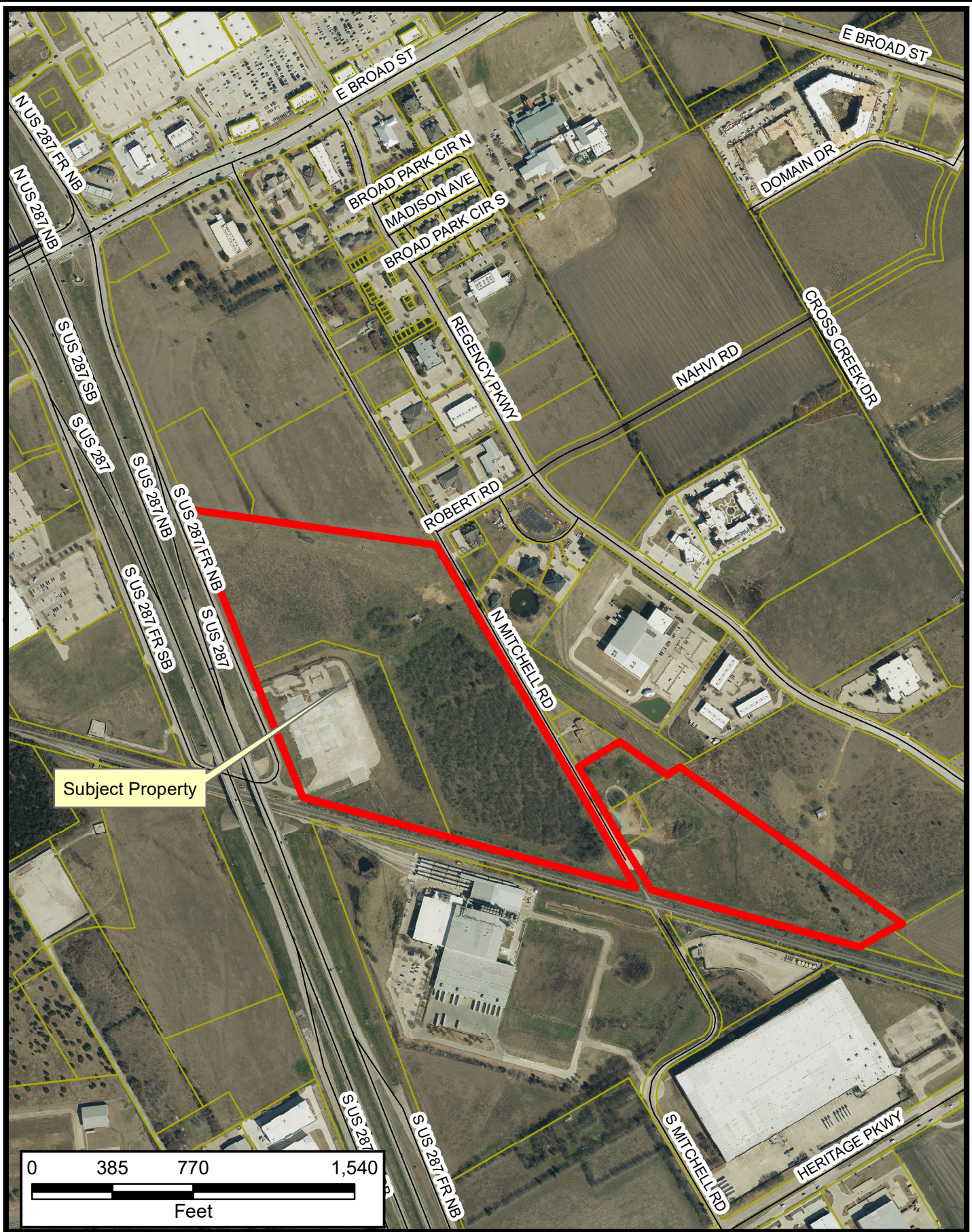
Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

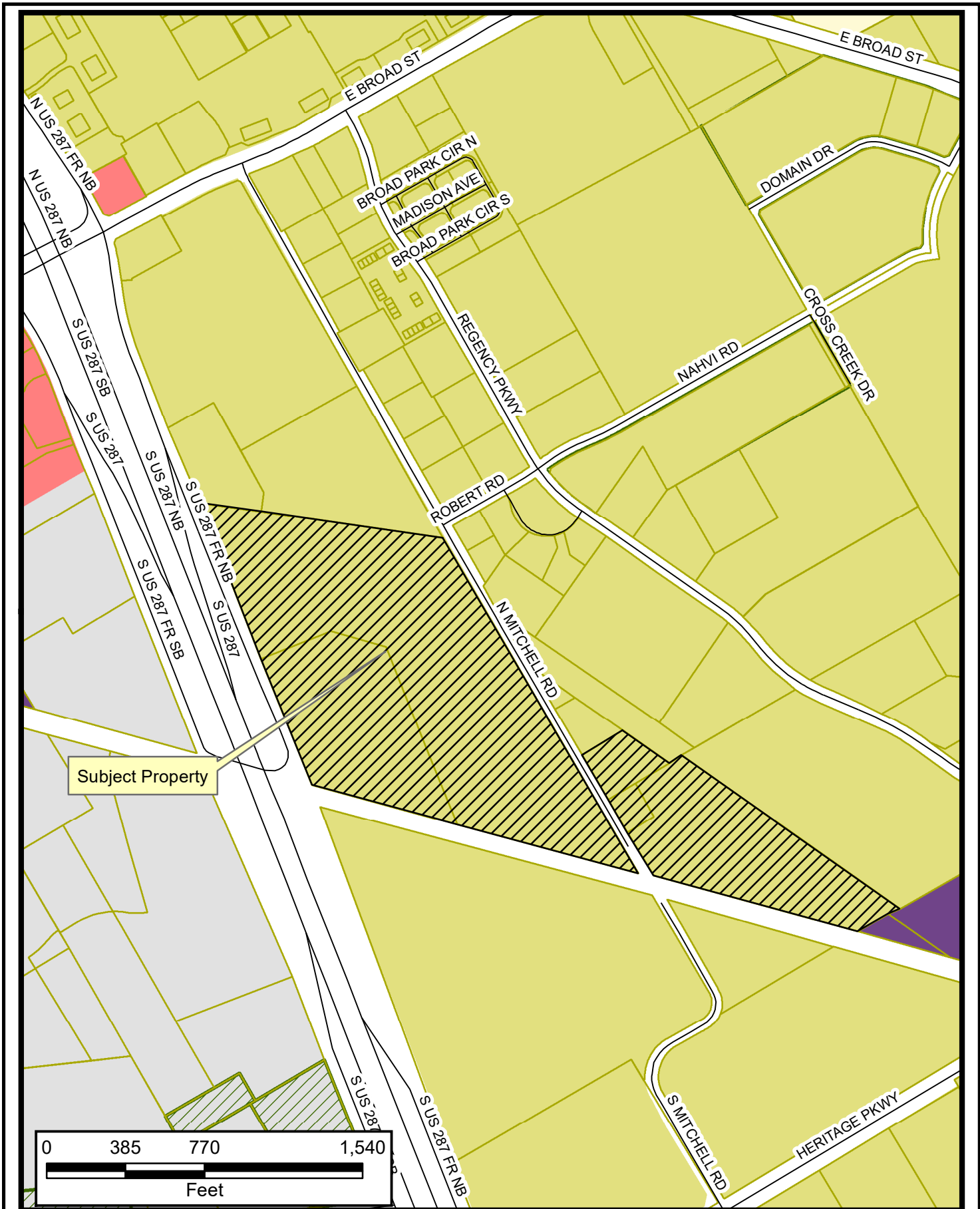
Andy Messer, City Attorney



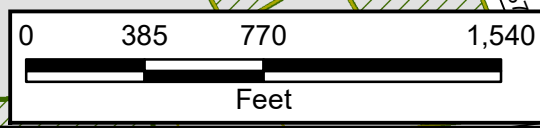
ZC 24-008

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.

11/25/2024



Subject Property



ZC 24-008

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.

11/25/2024

Property Owner Notification for ZC 24-008

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
ALLIANCE INDUSTRIAL ADDITION	BLK 1	DUFF REAL ESTATE LLC	800 US 98 HWY	COLUMBIA, MS	39429
FOUNTAINVIEW CENTER	BLK 1	ARGAR PRO INVESTMENTS LLC	8760 CR 612	MANSFIELD, TX	76063
FOUNTAINVIEW CENTER	BLK 1	OAKS ON THE RIDGE LLC	134 E CHURCH ST	GRAND PRAIRIE, TX	75050
GALLOWAY ADDITION	LOT 4	BV MITCHELL LLC	9311 LANSHIRE DR	DALLAS, TX	75238
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
HALL, J ADDITION	LOT 1	HAWIDI, DINA	2844 MARIPOSA DR	GRAND PRAIRIE, TX	75054
HALL, J ADDITION	LOT 1	HAWIDI, DINA	2844 MARIPOSA DR	GRAND PRAIRIE, TX	75054
HALL, J ADDITION	LOT 2	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
HERITAGE BUSINESS PARK-MANSFLD	BLK 1	RMS HOLDINGS V LLC	1275 QUARRY ST	CORONA, CA	92879
MANSFIELD RETAIL CENTER ADDITION	BLK 1	HEB GROCERY CO LP	3890 W NORTHWEST HWY STE 300	DALLAS, TX	75220
MC ANEAR INDUSTRIAL PARK ADDN	BLK 1	MCCASLIN CONSULTING INC	100 N MITCHELL RD	MANSFIELD, TX	76063-5407
MCANEAR, ELIZABETH SURVEY	A 1005	TOTAL E&P USA REAL ESTATE LLC	PO BOX 17180	FORT WORTH, TX	76102
MCANEAR, ELIZABETH SURVEY	A 1005	WATER BOARD	PO BOX 4508	FORT WORTH, TX	76164-0508
MCANEAR, ELIZABETH SURVEY	A 1005	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
MCANEAR, ELIZABETH SURVEY	A 1005	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
MCCASLIN BUSINESS PARK	BLK 1	VITX LLC	1700 ROBERT RD SUITE 100	MANSFIELD, TX	76063-9127
MCCASLIN BUSINESS PARK	BLK 2	MASTER METER INC	101 REGENCY PKWY	MANSFIELD, TX	76063-5093
MCCASLIN BUSINESS PARK	BLK 2	TALLY, JIM	2101 BAY COVE CT	ARLINGTON, TX	76013-5247

Property Owner Notification for ZC 24-008

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
ROBERTSON ADDITION	LOT 1	D & S PLASTICS INTL	PO BOX 3646	HOUSTON, TX	77253
ROBERTSON, JOHN SURVEY	A 1317	BROAD STREET US 287 LTD	2000 MCKINNEY AVE STE 1000	DALLAS, TX	75201
ROBERTSON, JOHN SURVEY	A 1317	BV MITCHELL LLC	9311 LANSHIRE DR	DALLAS, TX	75238
ROBERTSON, JOHN SURVEY	A 1317	BV MITCHELL LLC	9311 LANSHIRE DR	DALLAS, TX	75238

EXHIBIT A
ZC#24-008

Tract I:

Lot 4, GALLOWAY ADDITION, an addition to the City of Mansfield, as recorded in Cabinet A, Slide 3908, Plat

Records, Tarrant County, Texas.

TRACT 2

BEING a 32.14 Acre tract of land in the John Robertson Survey, Abstract Number 1317 and being further described

in the deed to Gem Microelectronics Materials as recorded under Volume 14818, Page 188 Deed Records, Tarrant

County, Texas (D.R.T.C.T.) and being more particularly described, as follows:

BEGINNING at a 1/2 inch capped iron rod inscribed "Weir Assoc Inc" found at the southwest corner of the tract

described in the deed to Broad Street US 287 LTD as recorded under Document Number 21617256 Official Public

Records, Tarrant County, Texas (O.P.R.T.C.T.);

THENCE SOUTH 81°44'42" EAST, a distance of 1219.16 feet to a 1/2 inch capped iron rod inscribed "Weir Assoc

Inc" found at the southeast corner of the tract described in the deed to HEB Grocery CO LP as recorded under

Document Number 216175260 (O.P.R.T.C.T.),

THENCE SOUTH 30°04'31" EAST, with the west right of way line of N Mitchell Rd, a distance of 1894.54 feet to a

found 1/2 capped iron rod inscribed "Illegible";

THENCE NORTH 74°41'11" WEST, with the north right-of-way line of the Southern Pacific Railroad a distance of

930.24 feet;

THENCE with the east line of Lot 4, Galloway Addition, An Addition to the City Of Mansfield as recorded in Cabinet

A, Slide 3908, Plat Records, Parker County, Texas the following calls:

1.) NORTH 21°14'28" WEST, a distance of 903.21 feet;

2.) NORTH 73°59'38 WEST, a distance of 291.05 feet;

THENCE SOUTH 68°28'21 WEST, a distance of 365.92 feet to a 5/8 inch capped iron rod inscribed

"Illegible" found in the east right-of-way line of Highway 287 S;

THENCE NORTH 21°44'05" WEST, continuing with the right of way of Highway 287 S a distance of 840.79 feet

returning to the POINT OF BEGINNING and enclosing 32.14 Acres (1,400,106 Square Feet).

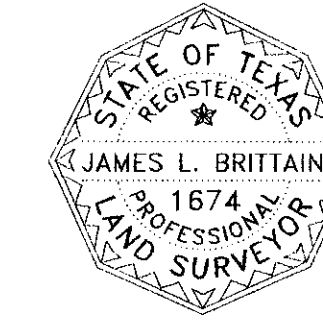
CERTIFICATION

TO: CITY OF MANSFIELD; LANDAMERICA COMMONWEALTH TITLE OF FORT WORTH, and their underwriter COMMONWEALTH LAND TITLE INSURANCE COMPANY.

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

SURVEYED ON THE GROUND JANUARY 23, 2007

James L. Brittain REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 1674



DRAWING REVISED: (ADDED GAS PIPELINE EASEMENT) FEBRUARY 6, 2007

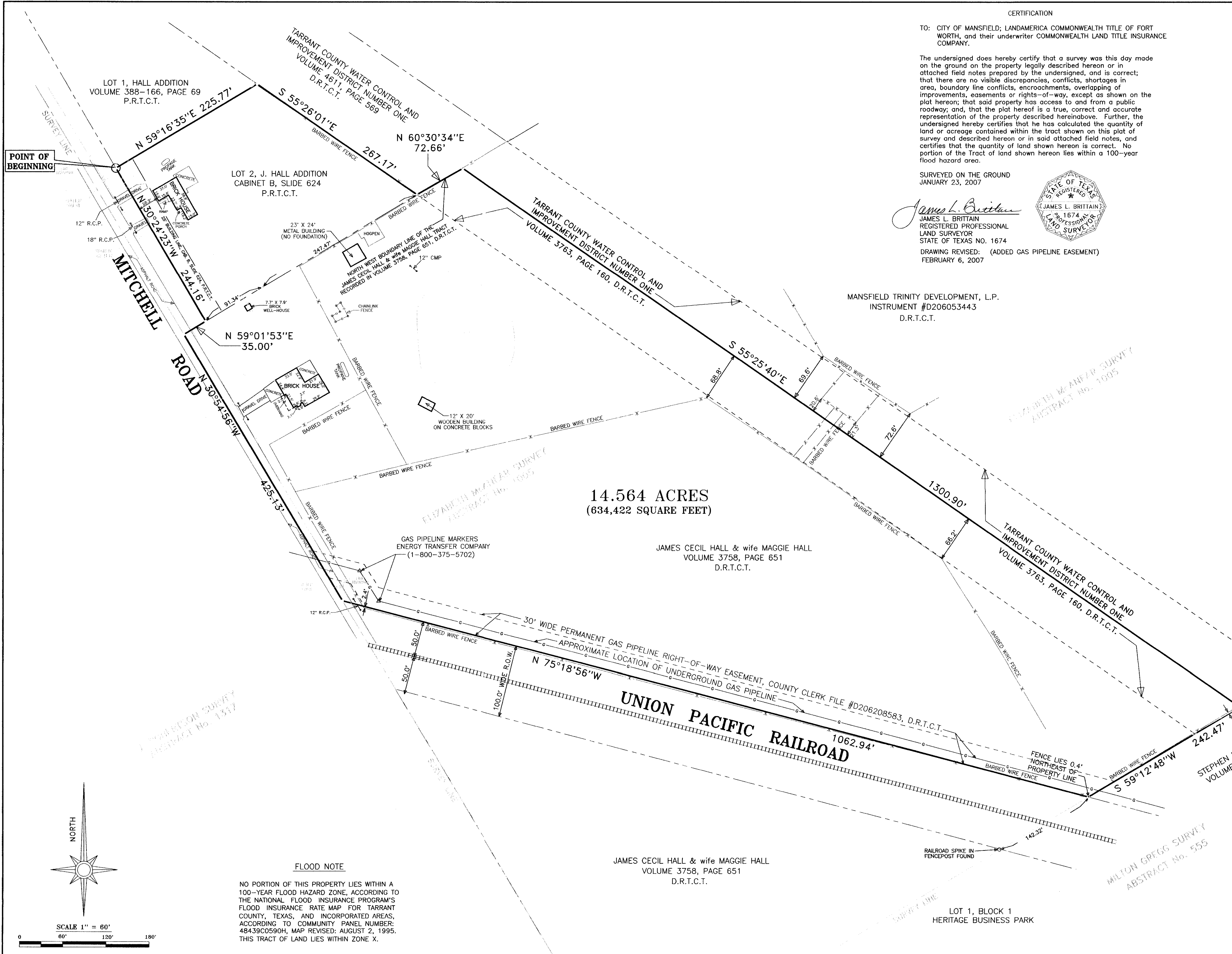
MANSFIELD TRINITY DEVELOPMENT, L.P. INSTRUMENT #D206053443 D.R.T.C.T.

BRITAIN & CRAWFORD LAND SURVEYING & TOPOGRAPHIC MAPPING (817) 926-0211 - METRO (817) 429-5112 FAX No. (817) 926-9347 P. O. BOX 11374 - 3908 SOUTH FREEWAY FORT WORTH, TEXAS 76110 EMAIL: admin@brittain-crawford.com

LEGAL DESCRIPTION

BEING 14.564 acres of land located in the ELIZABETH McANEAR SURVEY, Abstract No. 1005, Mansfield, Tarrant County, Texas, and containing all of Lot 2, J. HALL ADDITION, to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 624 of the Plat Records of Tarrant County, Texas, and a portion of the tract of land conveyed to James Cecil Hall and wife, Maggie Hall, by the deed recorded in Volume 3758, Page 651 of the Deed Records of Tarrant County, Texas. Said 14.564 acres of land being more particularly described by metes and bounds as follows:

- BEGINNING at a 1/2" iron rod set at the West corner of said Lot 2, J. Hall Addition, and said POINT OF BEGINNING being located in the Northeast right-of-way line of Mitchell Road;
THENCE N 59° 16' 35" E 225.77 feet, along the Northwest boundary line of said Lot 2, to a 1/2" iron rod set at the North corner of said Lot 2;
THENCE S 55° 26' 01" E 267.17 feet, along the Northeast boundary line of said Lot 2, and the Southwest boundary line of the tract of land conveyed to Tarrant County Water Control and Improvement District Number One, by the deed recorded in Volume 4611, Page 569 of the Deed Records of Tarrant County, Texas, to a Tarrant County Water Control Improvement District Number One concrete property corner monument found at the South corner of said Tarrant County Water Control Improvement District Number One Tract, also lying in the original Northwest boundary line of the aforesaid tract of land conveyed to James Cecil Hall and Maggie Hall, by the deed recorded in Volume 3758, Page 651 of the Deed Records of Tarrant County, Texas;
THENCE N 60° 30' 34" E 72.66 feet, along the Southeast boundary line of said Tarrant County Water Control Improvement District Number One Tract, and the Northwest boundary line of said James Cecil Hall and Maggie Hall Tract, to a 1/2" iron rod set at the West corner of the tract of land conveyed to Mansfield Trinity Development, L.P., by the deed recorded in County Clerk's File No. D206053443 of the Deed Records of Tarrant County, Texas;
THENCE S 55° 25' 40" E 1300.90 feet, along the Southwest boundary line of said Mansfield Trinity Development Tract, to a 1/2" iron rod set at the South corner of said Mansfield Trinity Development Tract, also lying in the original Southeast boundary line of the aforesaid James Cecil Hall and wife, Maggie Hall Tract;
THENCE S 59° 12' 48" W 242.47 feet, along the Southeast boundary line of said James Cecil Hall and Maggie Hall Tract, being the Southeast boundary line of the aforesaid Elizabeth McAnear Survey, to a 1/2" iron rod set at the base of a fence post and said iron rod also lying in the Northeast right-of-way line of the Union Pacific Railroad (a 100 foot wide right-of-way);
THENCE N 75° 18' 56" W 1062.94 feet, along the Northeast right-of-way line of said Union Pacific Railroad, to a PK nail set in the centerline of aforesaid Mitchell Road, being the Southwest boundary line of said James Cecil Hall and Maggie Hall Tract, and the Southwest boundary line of said Elizabeth McAnear Survey;
THENCE N 39° 54' 56" W 425.13 feet, along the centerline of said Mitchell Road, the Southwest boundary line of said Hall Tract, and the Southwest boundary line of said McAnear Survey, to a PK nail set;
THENCE N 59° 01' 53" E 35.00 feet, to a 1/2" iron rod set at the South corner of aforesaid Lot 2, J. Hall Addition;
THENCE N 30° 24' 23" W 244.16 feet, along the Southwest boundary line of said Lot 2, and the Northeast right-of-way line of said Mitchell Road, to THE PLACE OF BEGINNING, containing 14.564 acres (634,422 square feet) of land.

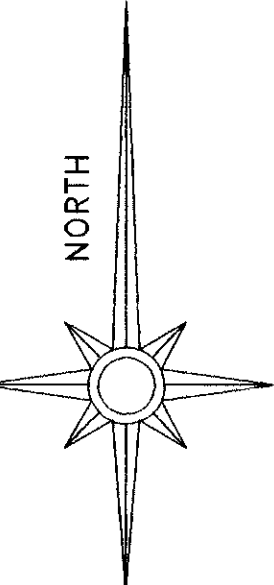


14.564 ACRES (634,422 SQUARE FEET)

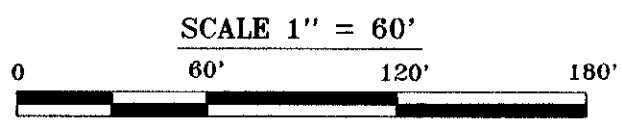
JAMES CECIL HALL & wife MAGGIE HALL VOLUME 3758, PAGE 651 D.R.T.C.T.

JAMES CECIL HALL & wife MAGGIE HALL VOLUME 3758, PAGE 651 D.R.T.C.T.

BOUNDARY SURVEY MAP OF 14.564 ACRES OF LAND LOCATED IN THE ELIZABETH McANEAR SURVEY ABSTRACT No. 1005 MANSFIELD, TARRANT COUNTY, TEXAS INCLUDING ALL OF LOT 2, J. HALL ADDITION ACCORDING TO THE PLAT RECORDED IN CABINET B, SLIDE 624, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS



FLOOD NOTE NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, ACCORDING TO COMMUNITY PANEL NUMBER: 48439C0590H, MAP REVISED: AUGUST 2, 1995. THIS TRACT OF LAND LIES WITHIN ZONE X.





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6336

Agenda Date: 12/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Appointing Messer Fort, PLLC to Provide Legal Services as City Attorney; Designating a City Attorney and Assistant City Attorneys; Authorizing the Execution of any Documents Necessary to Implement this Resolution; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Requested Action

Consider a Resolution appointing Messer Fort, PLLC to provide legal services to the City as City Attorney.

Recommendation

Staff recommends approval of the Resolution.

Description/History

The City Council desires to appoint a City Attorney as provided for in the Home Rule Charter. Messer Fort, PLLC has extensive experience representing municipalities. The City Council feels that appointing Messer Fort, PLLC would be in the best interest of the City.

Justification

Section 8.05 of the Home Rule Charter of the City of Mansfield provides that the City Council shall appoint the City Attorney for the City. Approval of this Resolution would appoint Messer Fort, PLLC as the firm providing City Attorney services, designating Patricia Adams as the City Attorney, and designating all other attorneys of the firm as assistant City Attorneys of the City.

Funding Source

General Fund

Prepared By

City Council

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPOINTING MESSER FORT, PLLC TO PROVIDE LEGAL SERVICES AS CITY ATTORNEY; DESIGNATING A CITY ATTORNEY AND ASSISTANT CITY ATTORNEYS; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, pursuant to Section 8.05 of the Home Rule Charter, the City Council of the City is authorized to appoint the City Attorney for the City; and,

WHEREAS, Messer Fort, PLLC practices only municipal law and collectively has extensive years of municipal law experience; and,

WHEREAS, the City Council finds that engaging Messer Fort, PLLC provides the City with high quality legal representation; and,

WHEREAS, the City Council desires to appoint an individual from the law firm of Messer Fort, PLLC, as City Attorney for the City and all other attorneys of the law firm as Assistant City Attorneys.

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

SECTION 1.

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

SECTION 2.

The appointment of the law firm of Messer Fort, PLLC to provide legal services as City Attorney is hereby approved.

SECTION 3.

The designation of Patricia Adams, Partner in the firm, as the City Attorney is hereby approved.

SECTION 4.

All the attorneys employed and associated with Messer Fort, PLLC now, and at any time in the future, are hereby designated as assistant City Attorneys and are hereby authorized to represent and provide legal services to the City under the supervision of the City Attorney subject, ultimately, to the discretion and direction of the City Manager and City Council.

SECTION 5.

The City Manager, or designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

SECTION 6.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7.

That this resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD
THIS 9TH DAY OF DECEMBER, 2024.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6335

Agenda Date: 12/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Animal Advisory Committee

Requested Action

Appoint Board Members

Recommendation

Defer to Council.

Description/History

An Animal Advisory Committee is required under Chapter 823 of the Texas Health and Safety Code, and the committee is tasked with advising on shelter operations, public health concerns related to animals, and promoting responsible pet ownership. As part of its composition, the committee must include a licensed veterinarian and a representative from an animal welfare organization, both of whom bring expertise and perspectives for informed decision-making.

In addition to these members, the Committee also includes Veronica Muñoz, Animal Care & Control Manager, as the shelter liaison, and Councilwoman Julie Short as the City Council liaison and municipal official. These appointments will ensure alignment with statutory requirements, and the continued effectiveness of the committee in serving our community's needs.

Staff recommends the following appointments:

- Appoint Amanda Ryals to a two-year term (licensed veterinarian)
- Appoint Lisa Carmichael to a one-year term (animal welfare organization)

Justification

N/A

Funding Source

N/A

Prepared By

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