



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 25, 2023

1:00 PM

Council Chambers

REGULAR MEETING

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

2. **PROCLAMATION**

[23-5590](#) National Night Out 2023

Attachments: [Proclamation](#)

3. **PRESENTATION**

Mayor's Challenge Award Presented by NCTCOG

4. **RECOGNITION**

North Texas Community Cleanup Challenge

5. **WORK SESSION**

Discussion Regarding the Draft Public Art Policy and Ordinance

Discussion Regarding the T, Toll Road 360 Form-Based Development District

Discussion Regarding the September 25, 2023 Consent Agenda Items

6. **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. **(i) Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071 (1)**

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

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

- A. **(ii) Consultation with Attorney on a Matter in Which the Duty of the Attorney to the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter (Open Meetings Act) Pursuant to Section 551.071 (2)**
- B. **Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

Land Acquisition for Future Development

- C. **Personnel Matters Pursuant to Section 551.074**
- D. **Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087**

Economic Development Project #21-10

Economic Development Project #21-19

Economic Development Project #21-23

Economic Development Project #23-06

Economic Development Project #23-14

- 7. **6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**
- 8. **7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**
- 9. **INVOCATION**
- 10. **PLEDGE OF ALLEGIANCE**
- 11. **TEXAS PLEDGE**

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

12. 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.

13. COUNCIL ANNOUNCEMENTS**14. STAFF COMMENTS**

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

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

Veterans Job Fair Update

City Council Meeting Start Time Update

B. Business Services Department Report

[23-5608](#) Presentation of the Monthly Financial Report for the Period Ending August 31, 2023

Presenters: Latifia Coleman

Attachments: [August 2023 Monthly Financials](#)

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

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

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[23-5576](#) 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 Westra Consultants in an Amount Not to Exceed \$53,200.00 for the Design of Matlock Road Left Turn Lanes at Country Club Drive and Cannon Drive (Street Bond Fund)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[Exhibit A - Contract](#)

[Exhibit B - Location Map](#)

[Exhibit C - Location Map](#)

[23-5592](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Designating a Deputy City Attorney; Approving an Agreement with the Deputy City Attorney to Provide Legal Services Relating to the Prosecution of Mansfield Municipal Court Cases and Authorizing the Mayor to Execute any Documents Necessary to Implement this Resolution

Presenters: Troy Lestina

Attachments: [Resolution](#)

[Exhibit A - Municipal Prosecutor Services Agreement](#)

[23-5600](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Contract Between the City of Mansfield, Texas and Neighborhood Management Inc. for the Management and Improvement Services Agreement of the South Pointe Public Improvement District

Presenters: Troy Lestina and Bryan Rebel

Attachments: [Resolution](#)

[Exhibit A - South Pointe PID Mgt. Contract 2023-2024](#)

[23-5601](#)

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

Presenters: Alex Whiteway

Attachments: [Resolution](#)

[23-5604](#)

Resolution - A Resolution Approving a Purchase of a Kohler 1250 KW Generator Through the Interlocal Purchasing System Buyboard to Loftin Equipment Company in an Amount Not to Exceed \$610,000 for the Phase V Expansion at the Bud Ervin Water Treatment Plant (Utility Fund)

Presenters: Alex Whiteway

Attachments: [Resolution](#)

[23-5605](#)

Resolution - A Resolution Approving a Twelve-Month Service Agreement with IN-Pipe Technology to Install, Maintain Equipment, and Treat Wastewater Through Microbial Dosing in the Wastewater Collection System for an Amount not to Exceed \$276,000 (Utility Fund)

Presenters: Alex Whiteway

Attachments: [Resolution](#)

[23-5609](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Data Processing, Printing, and Mailing Services Agreement Between the City of Mansfield, Texas, And InfoSend, Inc.; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Utility Fund)

Presenters: Jeff Price

Attachments: [Resolution](#)

[Exhibit A - Agreement](#)

[23-5610](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting Phase I of an ADA Transition Plan for Parks and Recreation Facilities; 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 Young

Attachments: [Resolution](#)

[Exhibit A - ADA Self-Evaluation and Transition Plan](#)

[23-5611](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to Home Run Construction LLC of Italy, Texas in an Amount Not to Exceed \$1,519,130.02 for Construction of a New Parking Lot and Drive 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, General Obligation Bonds, MPFDC Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[Exhibit A - Bid Tabulation](#)

[23-5612](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract Between the City of Mansfield, Texas and Westwood Professional Services, Inc., in an Amount Not to Exceed \$61,800 for Landscape Architecture Services for McClendon Park East Playground and Nature 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 (MPFDC Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[Exhibit A - Consultant Proposal](#)

[23-5613](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract Between the City of Mansfield, Texas and Westwood Professional Services, Inc., in an Amount Not to Exceed \$57,600 for Landscape Architecture Services for Phase II

Improvements at Mans Best Field Dog 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 (MPFDC Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[Exhibit A - Consultant Proposal](#)

[23-5615](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Annual Contract to Building Contractors, Inc. dba BCI Janitorial in an Amount Not to Exceed \$65,337.60 for Janitorial Services of Park Facilities; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (MPFDC Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[Exhibit A - Bid Tabulation](#)

[23-5616](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Collection Fee in the Amount of Thirty Percent (30%) of Debts and Accounts Receivable Ordered Paid by the Mansfield Municipal Court and of Amounts if Cases in Which the Accused has Failed to Appear; Approving a Contingent Fee Contract for Legal Services with Linebarger Goggan Blair & Sampson, LLP; Making Certain Findings as Required by Section 2254.1036 of the Texas Government Code; 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: Troy Lestina

Attachments: [Resolution](#)

[Exhibit A - Contract](#)

[23-5618](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving a Contract Between the City of Mansfield, Texas and Nema 3 Electric, Inc. in an Amount not to Exceed \$104,242.00 for the Installation of the North Main Bridge LED Lights; 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: Troy Lestina

Attachments: [Resolution](#)

[Exhibit A - Contract](#)

[23-5621](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Collateral Assignment of Agreement with Chisholm Flats LLC, for the Benefit of Plainscapital Bank; Authorizing the City Manager or His Designee to Execute the Agreement; and Providing an Effective Date

Presenters: Jason Moore

Attachments: [Resolution](#)

[Exhibit A - TIRZ and 380 Agreement](#)

[Exhibit B - Collateral Assignment](#)

[23-5588](#) Request for Special Event Permit: 2023 Run with Heart

Presenters: Jason Alexander

Attachments: [2023 Run with Heart](#)

[23-5589](#) Request for Special Event Permit: 2023 Mansfield Turkey Trot

Presenters: Jason Alexander

Attachments: [2023 Mansfield Turkey Trot](#)

[23-5591](#) Minutes - Approval of the September 11, 2023 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [9-11-23 DRAFT Minutes](#)

[23-5617](#) Minutes - Approval of the September 19, 2023 Special City Council Meeting and Joint City Council and Mansfield Independent School District Board Meeting Minutes

Presenters: Susana Marin

Attachments: [9-19-23 DRAFT Minutes](#)

END OF CONSENT AGENDA

17. OLD BUSINESS

[23-5574](#) Resolution - A Resolution of The City Council of The City Of Mansfield, Texas, Approving a Parking Lot Agreement with Open Range Properties, LLC for the Public Use of Open Range Properties, LLC's Parking Lot in an Amount not to Exceed \$14,300 a Year

Presenters: Vanessa Ramirez

Attachments: [Resolution](#)

[Exhibit A - Parking Lot Agreement](#)

18. PUBLIC HEARING AND FIRST AND FINAL READING

[23-5499](#) Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155 of the Code of Ordinances of the City of Mansfield, "Zoning" by Amending Special Purpose District Regulations and Creating a New Section 155.074 "T, Toll Road 360 Form-based Development District" (OA#23-002)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Exhibit A - Final Draft](#)**19. PUBLIC HEARING AND FIRST READING**[23-5500](#)

Ordinance - Public Hearing and First Reading on a Change of Zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District on approx. 210 acres, being a 20.6-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, and a 189.4-acre tract of land situated in the M. Gregg Survey, Abstract No. 385, J. Lawrence Survey, Abstract No. 616, and the H. Henderson Survey, Abstract No. 432; City of Mansfield, Ellis County, Texas, located east of State Highway 360, south of Lone Star Road, and south of Britton Road.; Arcadia, Developer (ZC#23-005)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Legal Description](#)

20. NEW BUSINESS[23-5541](#)

Resolution - A Resolution of the City Council of the City Of Mansfield, Texas, Approving a Professional Services Agreement with RSM Design for the Branding and Wayfinding Design for the LinQ Innovation District, in an Amount not to Exceed \$245,500

Presenters: Jason Moore

Attachments: [Resolution](#)

[Exhibit A - RSM Professional Services Agreement](#)

21. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 25, 2023 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, September 21, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

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



CITY OF MANSFIELD

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STAFF REPORT

File Number: 23-5590

Agenda Date: 9/25/2023

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title

National Night Out 2023

WHEREAS, the National Association of Town Watch sponsors a national community-building campaign on Tuesday, October 3, 2023, called National Night Out; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in the City of Mansfield to join over 38 million neighbors across 16,000 communities from all 50 states, U.S. territories, and military bases worldwide; and

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

WHEREAS, neighbors in the City of Mansfield assist the Mansfield Police Department through joint community-building efforts and support National Night Out 2023; and

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

NOW, THEREFORE, I, Michael Evans, Mayor of the City of Mansfield, Texas, join with members of the City Council, Mansfield Police Department, and the National Association of Town Watch to call upon Mansfield neighbors to join in the support for

NATIONAL NIGHT OUT ON TUESDAY, OCTOBER 3, 2023

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 25th day of September 2023.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 23-5608

Agenda Date: 9/25/2023

Version: 2

Status: To Be Presented

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Presentation of the Monthly Financial Report for the Period Ending August 31, 2023

Requested Action

Attached is the Monthly Financial Report for the period ending August 31, 2023 for Council's review.

Recommendation

Review the Financial Statement for the period ending August 31, 2023.

Description/History

Monthly Financial Report

Justification

To advise the Council of the city's financial condition.

Funding Source

N/A

Prepared By

Latifia Coleman, Director of Finance
817-276-4265



FINANCIAL REPORT

Ending August 31, 2023

City of Mansfield, Texas

Financial Report Issued by:
The City of Mansfield - Business Services Department



mansfieldtexas.gov

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Please see the appendix for unaudited financial statements and detailed sales tax information

HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of August 2023 or 91.67% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations. On March 20th, the City presented to the City Council its audited financial statements for the fiscal year ending September 30, 2022, in accordance with national guidelines.

Capital Highlights

The following major projects are active with the table below displaying current year (CY) and life to date (LTD) expenditures.

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Police Headquarters	\$7.65 CY	\$9.46 LTD
Library Expansion	\$0.18 CY	\$2.41 LTD
Equipment Replacement	\$3.22 CY	-

Debt Summary (year to date issuance)

FY2023	Purpose	GO	CO	Tax & Revenue COs	Total Issued (millions)
Series 2022 A	Police Headquarters Streets Infrastructure Animal Control Service Center Design	-	-	\$49.00	\$49.00
Series 2022 * (GO Refunding Bonds)	Refund Previously Issued Debt & Mansfield Linear Park and Trail Networks	\$13.37	-	-	\$13.37
Series 2023	Construction of Public Infrastructure	-	\$4.93	-	\$4.93
Total Debt Issued		\$13.37	\$4.93	\$49.00	\$67.29

General Obligation Bonds (GO), Certificates of Obligation Bonds (CO)

* The total economic gain resulting from the refunding = \$258,061

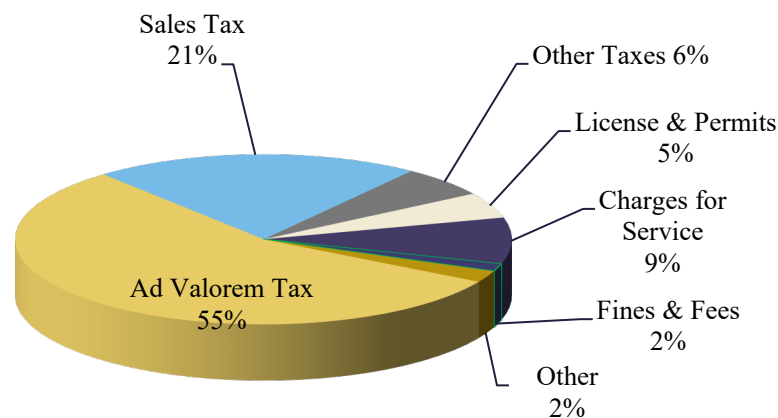
GENERAL FUND FINANCIAL SUMMARY

Overall, the operating revenues exceeded operating expenses by \$7,246,272 at the end of the reporting period. With operating revenues totaling \$77,610,848 or 93.06% of budget and operating expenses totaling \$70,364,576 or 86.38% of budget.

General Fund Charts (revenues & expenditures)

General Fund Revenues

Allocation of Receipts as of August 31, 2023



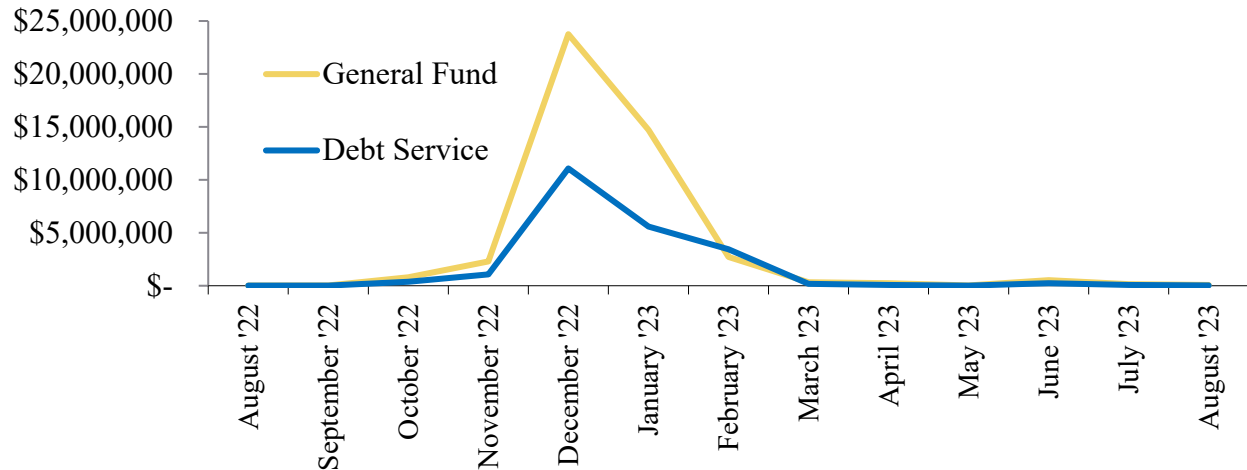
Major Revenues

Property Tax Collections

Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (M&O) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The M&O portion of property tax collections as recorded in the General Fund through August 31, 2023, total \$42,873,476. Last year's collections were \$39,198,490 for the same period, an increase of 9.38% over the prior year.

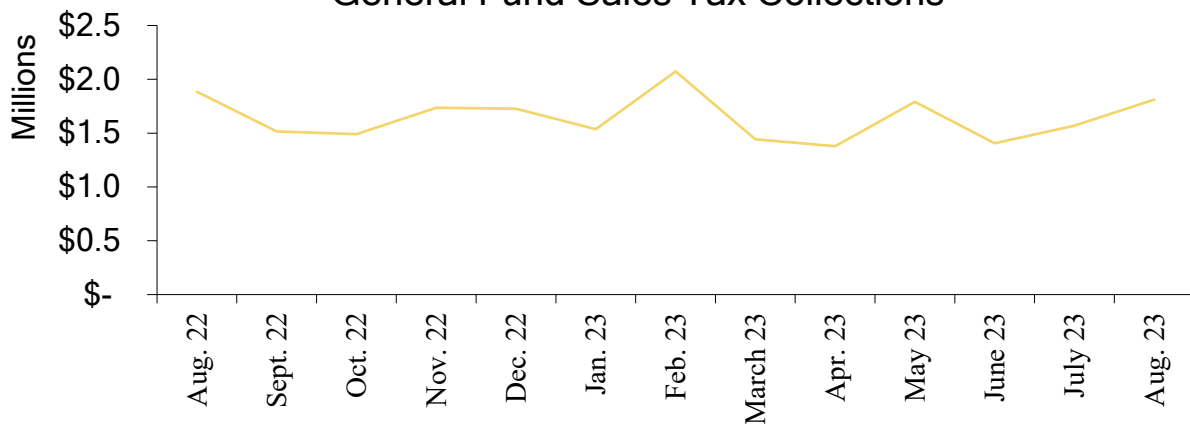
The I&S portion as recorded in the Debt Service Fund collected through August 31, 2023, totaled \$20,797,823. Property tax collections by month is depicted on the subsequent chart.

Ad Valorem Tax Collections by Month



Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2¢ for every dollar of sales tax assessed. The General Fund receives 1¢ of sales taxes collected and the City's Type 4A and Type 4B corporations each receive ½ ¢ of collections. In August 2023, the General Fund portion of sales tax collected totaled \$1,811,909 which is \$71,953 or 3.82% less than the same period last year. On an annual basis, sales tax collections are up by 8.73% or \$1,322,807 as compared to last year. For additional information on sales taxes, please see the full sales tax discussions and charts on page 14 of this report and in the appendix A30-A33.

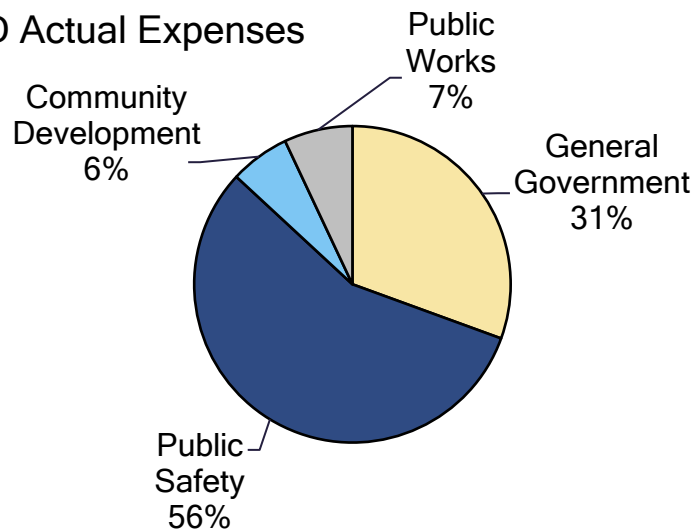
General Fund Sales Tax Collections



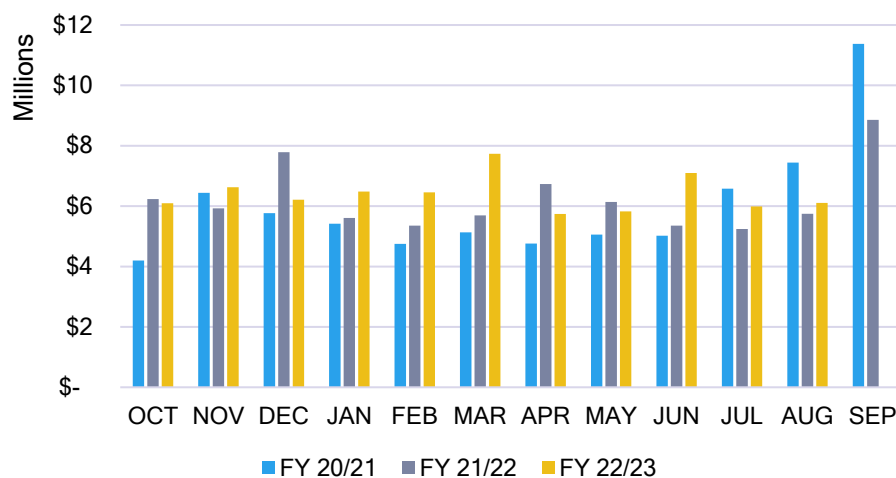
Expenditures

The chart below shows year-to-date expenditures by functions of the General Fund with public safety (police and fire activities) comprising 56% of all budgeted operational expenditures year to date. Total year-to-date operating expenditures of the fund is \$70,364,576 or 86.38% of budgeted expenditures of \$81,462,381. August 2023 expenditures were \$6.1 million which is in trend with other months. We expect September expenditures to follow normal historical trends of \$9-11 million due to annual accruals and other year-end activity.

FY23 YTD Actual Expenses



General Fund Expenditures



ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by \$10,916,384 at the end of the reporting period. With operating revenues totaling \$42,640,171 or 96.88% of budget and operating expenses totaling \$27,815,848 or 98.56% of budget excluding depreciation. Non-operating activities such as interest revenue, debt expenses and interest expenses due to borrowing totaled (\$606,637) resulting in a total change in net position of \$10,309,747.

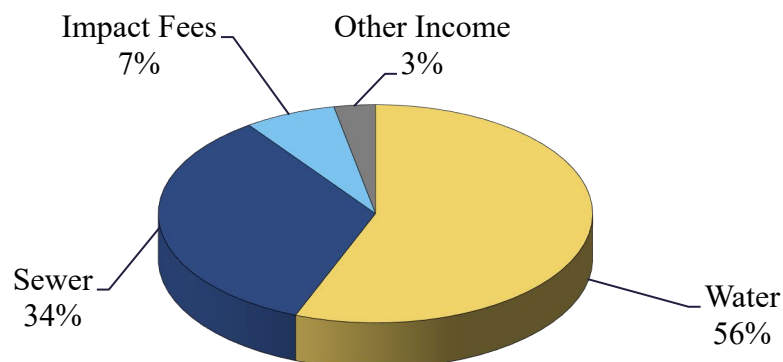
UTILITY FUND

Major Revenues

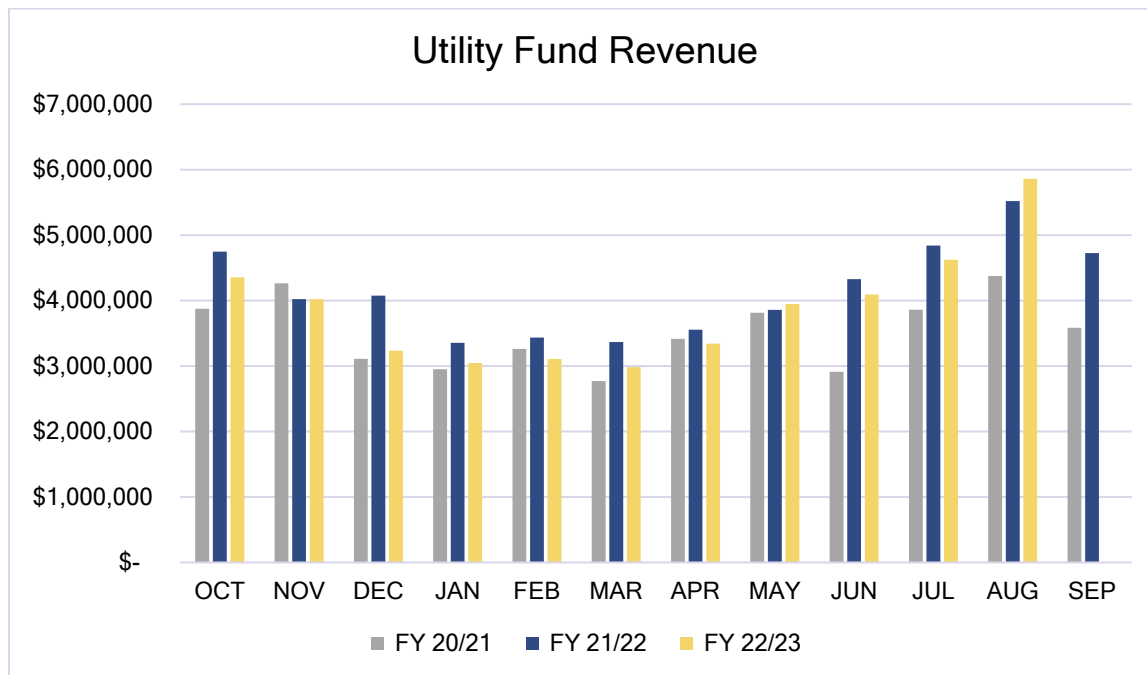
Water & Sewer Service Fees

Water and Sewer year-to-date total revenue is \$42,640,171 or 96.88% of budget. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenues collections chart below.

Revenues

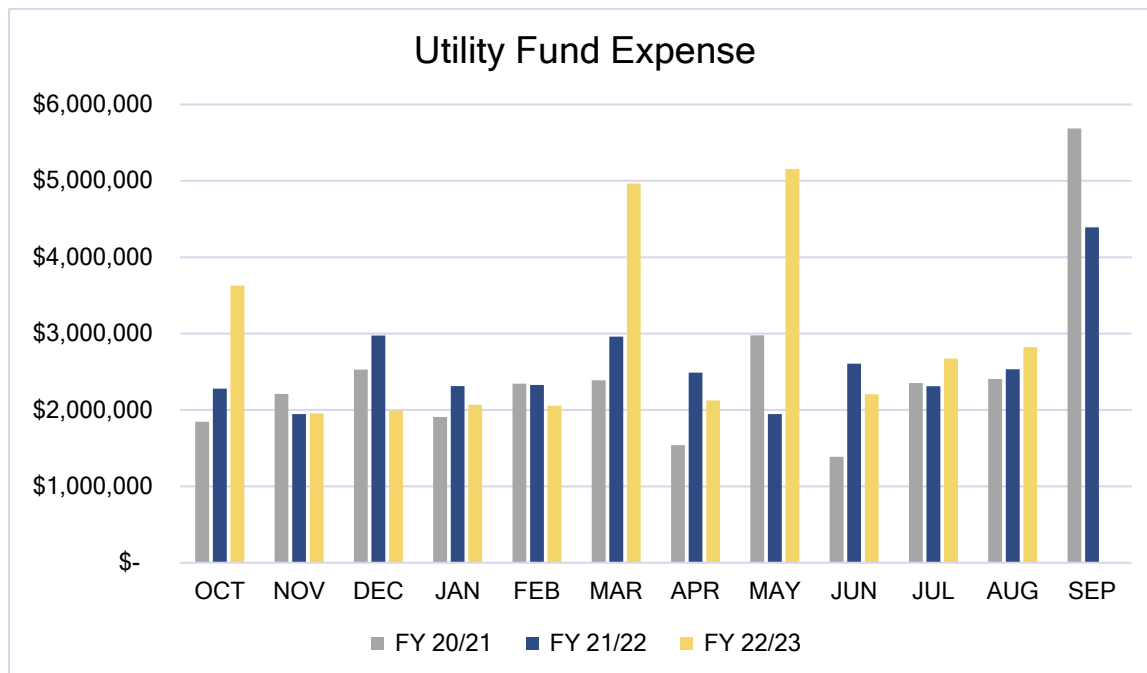


Utility Fund Charts



Expenses

The chart below shows expenses of the Water & Sewer Fund by department. The year-to-date activity of the fund (excluding depreciation) is 98.56% of budgeted expenditures. The costs of raw water and sewer treatment are slightly above budgeted estimates.



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's storm water program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenues collected total \$2,600,776 and the operational expenditures related to administration and general maintenance totals \$1,249,611 to date. The total change in net position is \$1,387,133. The ending net position totals \$14,162,121 at the end of the reporting period.



SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund is used to account for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total \$9,017,176 which is 109.94% of budget and the operating expenditures to date total \$5,845,787 which is 68.59% of budget. Revenues exceed expenditures by \$3,171,389 which results in an increase to the fund balance. The ending fund balance totals \$15,393,493 at the end of the period.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund which is used to account for the debt obligations as a result of developing sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total \$2,895,212 which is 91.68% of budget and the expenditures to date total \$3,164,338 which is 100.21% of budget. Expenditures exceed revenues by (\$269,399) which results in a decrease to fund balance. The ending fund balance totals \$246,290 at the end of the period.

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities of the city. Funding for the activities of the MEDC is supported by ½ cent sales tax. The year-to-date operating revenues collected total \$8,253,290, which is 91% of the budgeted amount. Operating expenditures at the end of the reporting period totaled \$2,200,020 which is 37% of the budgeted expenditures. Operating revenues exceed operating expenditures by \$6,053,270 which results in an increase in fund balance. The total net change including non-operating activities is an increase of \$4,243,921 at the end of August 2023.



Tax Increment Reinvestment Zones (TIRZs)

In accordance with Texas Local Government Chapter 311, a local government can designate a geographic area that needs improvement as a TIRZ. The funding to pay for improvements within the zone is derived from the ad valorem taxes collected from increased value within the zone. TIRZ#2 was established in FY13 with the base values established. The City is working on the finalization of TIRZ#4 which will be reported accordingly in future periods. The chart below shows the current activity for all City TIRZs. The revenue recorded are interest income received year-to-date and property tax. Any negative balances reflect interfund commitment for reimbursements.

Fiscal Year 2023 YTD Summary	TIRZ #1	TIRZ #2	TIRZ #3	TOTAL ALL TIRZ
Revenues	4,402,940	1,014,152	-	5,417,092
Expenditures	8,285,480	3,104,429	508,440	11,898,349
Net Change From Operating: Gain (loss)	(3,882,540)	(2,090,277)	(508,440)	(6,481,257)
Other Financing Sources (Uses)	5,113,695	-	-	5,113,695
Fund Balance Beginning	7,128,200	(519,518)	-	6,608,682
Fund Balance Ending	8,359,355	(2,609,795)	(508,440)	5,241,120

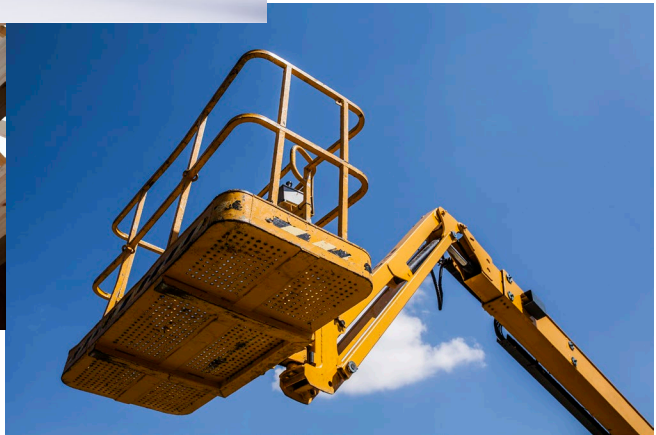
HOTEL/MOTEL TAX FUND

The Hotel/Motel fund is used to account for the occupancy taxes generated from the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total \$895,287 which is 93.65% of budget and the expenditures collected to date total \$595,350 which is 62.28% of budget. Revenues exceed expenditures by \$299,937 which results in an increase to the fund balance. The ending fund balance totals \$2,259,984 at the end of the reporting period.

CAPITAL PROJECT FUNDS

The table below shows a summary of the revenues, expenditures, other financing sources and ending fund balance for all Capital Project funds. Other financing sources include proceeds from bond issuances or transfers if applicable.

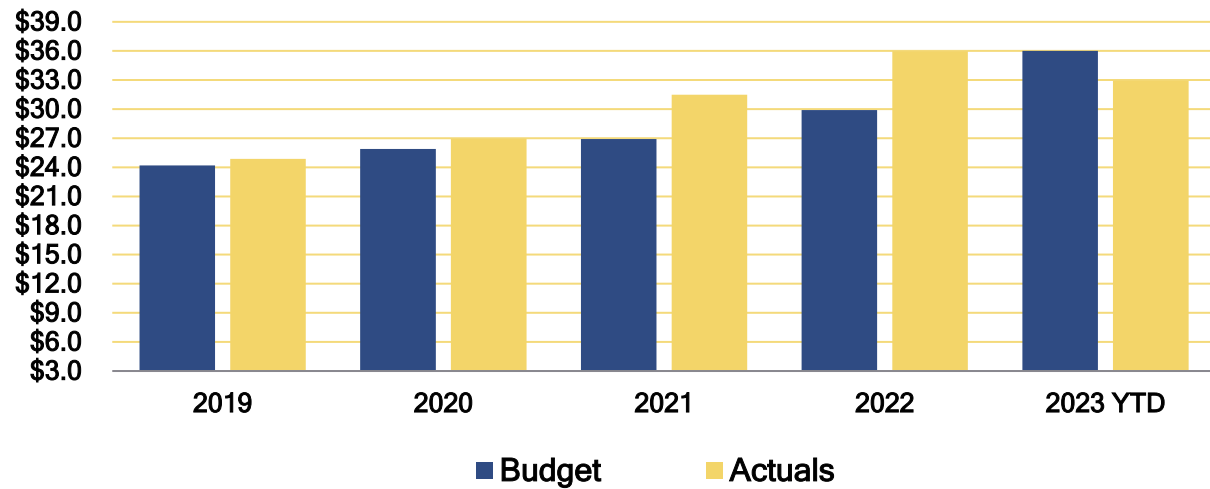
Fiscal Year 2023 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	3,269,325	1,323,694	203	32,985	4,626,207
Expenditures	6,168,819	8,719,545	3,223,523	2,950,898	21,062,785
Net Change from Operating: Gain (loss)	(2,899,494)	(7,395,851)	(3,223,320)	(2,917,913)	(16,436,578)
Other Financing Sources (Uses)	17,557,999	34,441,996	58,909	5,250,000	57,308,904
Fund Balance Beginning	28,874,189	6,766,122	2,241,714	2,568,442	40,450,467
Fund Balance Ending	43,532,694	33,812,267	(922,697)	4,900,529	81,322,793



GLOBAL SALES TAXES

Millions

5 Year Citywide - Budget to Actual



City of Mansfield Sales Tax - Fiscal Year 2023 as of August 31, 2023							
Fiscal Year	0.01	0.005	0.005	Total 2¢	Collection Ratio and Budget		
	General Fund	MEDC Fund	MPFCDC Fund	Total	Y/Y % Chg.	Budget	% of Budget
2019	12,436,602	6,221,301	6,221,301	24,879,204	0.0%	24,195,212	102.83%
2020	13,472,576	6,736,288	6,736,288	26,945,152	8.3%	25,889,650	104.08%
2021	15,744,052	7,872,026	7,872,026	31,488,104	16.9%	26,925,236	116.95%
2022	17,983,225	8,991,613	8,991,613	35,966,450	14.2%	29,903,214	120.28%
2023 YTD	16,472,882	8,236,441	8,236,441	32,945,764		36,010,548	91.49%

- See the Appendix pages A32-A35 for detailed sales tax information.

INVESTMENTS

Monthly Investment Performance Summary: Month Ending August 31, 2023

Financial Market Outlook

The regional economy continues to expand, however economic growth has been slightly downgraded from growth to moderate by many economists. Factors such as high inflation, housing market corrections, interest rate increases and concerns over the federal funds rates. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts total \$41.4 Million and investments total \$175.0 Million. The City's cash accounts show a decrease primarily due to operating activities and the cyclical nature of revenues collections.

Citywide Cash & Investment Performance Summary

	July 31, 2023		August 31, 2023		Month to Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar (\$)	Percentage (%)
Consolidated Cash Accounts	45,232,503	4.06%	41,420,592	3.62%	(3,811,911)	-8.43%
Local Government Investment Pool	148,006,994	5.32%	148,688,333	5.41%	681,339	0.46%
Money Market	26,153,092	5.22%	26,264,898	5.21%	111,806	0.43%
Total	219,392,589	4.87%	216,373,823	4.75%	(3,018,766)	-2.51%

- See the Appendix pages A24-A31 for investment information.

Report Certification: This report is prepared in accordance with the Public Funds Investment Act - "PFIA", Chapter 2256 Title 10 of the Texas Local Government Code.

Troy Lestina

Troy Lestina, CFO/DCM, Investment Officer

Signed by:

Latifia Coleman

Latifia Coleman, Director of Finance, Investment Officer

Bryan Rebel

Bryan Rebel, Assistant Finance Director, Investment Officer

APPENDIX (Unaudited Statements)

• General Fund Statement of Activities	A17
• Utility Fund Statement of Activities	A18
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• MPFDC Fund Statement of Activities	A20
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• Detailed Sales Tax Statements	A32

City of Mansfield, Texas

Summary Statement of Activities
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

General Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	\$ 68,352	\$ 25,876	\$ 42,873,476	\$ 39,198,490	\$ 48,952,607	\$ (6,079,131)	87.58%
Sales Tax	1,811,909	1,887,460	16,472,881	16,501,255	18,005,274	(1,532,393)	91.49%
Other Taxes	159,713	156,322	4,511,118	4,591,024	4,038,408	472,710	111.71%
License And Permits	337,519	164,764	3,766,415	3,476,188	2,024,584	1,741,831	186.03%
Grant Revenue	113,422	53,778	385,526	296,323	200,000	185,526	192.76%
Charges For Services	541,122	537,107	6,810,150	6,478,632	8,769,263	(1,959,113)	77.66%
Fines And Fees	79,398	130,153	1,091,325	1,165,602	1,161,387	(70,062)	93.97%
Interest Earnings	120,892	33,970	953,092	89,202	30,000	923,092	3176.97%
Miscellaneous	65,759	60,767	746,865	1,452,574	220,757	526,108	338.32%
Total Revenues	3,298,086	3,050,197	77,610,848	73,249,290	83,402,280	(5,791,432)	93.06%
EXPENDITURES:							
General Government	1,594,551	1,899,863	21,504,208	17,243,052	24,169,347	2,665,139	88.97%
Public Safety	3,659,792	3,065,727	39,636,228	37,321,232	45,555,432	5,919,204	87.01%
Public Works	450,538	322,623	4,921,992	4,318,488	6,270,920	1,348,928	78.49%
Community Development	400,989	457,328	4,302,148	4,699,803	5,466,682	1,164,534	78.70%
Total Expenditures	6,105,870	5,745,541	70,364,576	63,582,575	81,462,381	11,097,805	86.38%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(2,807,784)	(2,695,344)	7,246,272	9,666,715	1,939,899		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(402,346)	(402,346)	0.00%
Sale of Capital Assets, net	1,168	-	416,676	-	15,000	(401,676)	0.00%
Financing, net	-	-	-	-	-	-	0.00%
Sources	-	582,749	356,000	2,055,603	4,107,689	3,751,689	8.67%
(Uses)	-	-	(19,169,898)	(2,016,630)	(5,660,242)	13,509,656	338.68%
Total Other Financing Sources (Uses)	1,168	582,749	(18,397,222)	38,973	(1,939,899)	16,457,323	948.36%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(2,806,616)	(2,112,595)	(11,150,950)	9,705,688	-		
FUND BALANCE							
BEGINNING	23,394,407	39,212,188	31,738,741	27,393,905			
ENDING	<u>\$ 20,587,791</u>	<u>\$ 37,099,593</u>	<u>\$ 20,587,791</u>	<u>\$ 37,099,593</u>			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	\$ 3,504,654	\$ 3,544,821	\$ 23,872,105	\$ 24,485,294	\$ 25,801,147	\$ (1,929,042)	92.52%
Sewer Service	1,705,022	1,579,070	14,543,997	13,663,342	14,943,641	(399,644)	97.33%
Water Penalties	84,573	71,333	540,102	370,546	250,000	290,102	216.04%
Water Taps	1,590	-	1,590	-	18,811	(17,221)	8.45%
Meter Set Fee	30,720	16,200	187,748	353,440	98,940	88,808	189.76%
Utility Miscellaneous	5,371	8,345	66,737	58,977	60,000	6,737	111.23%
Restore Service Fee	10,177	15,765	107,798	81,524	90,000	17,798	119.78%
Sewer Tap	-	-	-	-	2,000	(2,000)	0.00%
Water Impact Fees	314,400	183,000	2,031,200	3,794,380	1,500,000	531,200	135.41%
Sewer Impact Fees	150,600	86,400	879,172	1,804,070	1,000,000	(120,828)	87.92%
Pretreatment Fees	-	8,400	-	220,876	60,000	(60,000)	0.00%
Other Income	51,852	5,633	409,722	272,845	189,123	220,599	216.64%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	<u>\$ 5,858,959</u>	<u>\$ 5,518,967</u>	<u>\$ 42,640,171</u>	<u>\$ 45,105,294</u>	<u>\$ 44,013,662</u>	<u>\$ (1,373,491)</u>	<u>96.88%</u>
OPERATING EXPENSES:							
Administration	151,401	147,408	1,525,341	1,229,740	1,461,964	(63,377)	104.34%
Billing And Collection	62,742	69,686	777,644	790,118	962,163	184,519	80.82%
Meter Reading/Repairs	101,488	86,307	1,165,270	1,000,982	1,353,077	187,807	86.12%
Water Distribution	112,131	96,706	1,201,567	930,173	1,268,421	66,854	94.73%
Wastewater Collection	921,236	912,142	10,537,550	8,831,157	10,078,605	(458,945)	104.55%
Water Treatment	1,068,898	839,957	11,949,296	9,726,452	12,270,853	321,557	97.38%
Water Quality	34,964	45,707	539,919	540,411	661,633	121,714	81.60%
Water Demand Management	9,087	10,226	119,261	127,164	164,294	45,033	72.59%
Depreciation	361,931	324,077	3,907,939	3,508,940	-	(3,907,939)	0.00%
Total Operating Expenses	<u>2,823,878</u>	<u>2,532,216</u>	<u>31,723,787</u>	<u>26,685,137</u>	<u>28,221,010</u>	<u>(3,502,777)</u>	<u>112.41%</u>
OPERATING INCOME (LOSS)	<u>3,035,081</u>	<u>2,986,751</u>	<u>10,916,384</u>	<u>18,420,157</u>	<u>15,792,652</u>	<u>(4,876,268)</u>	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(67,536)	(79,291)	(1,140,670)	(1,084,760)	(10,253,965)	9,113,295	11.12%
Interest Revenue	176,604	51,547	1,441,416	61,163	24,000	1,417,416	6005.90%
Debt Service	(73,008)	(83,438)	(907,383)	(1,025,846)	(3,070,000)	2,162,617	29.56%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	<u>36,060</u>	<u>(111,182)</u>	<u>(606,637)</u>	<u>(2,049,443)</u>	<u>(13,347,965)</u>	<u>12,741,328</u>	<u>4.54%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	3,071,141	2,875,569	10,309,747	16,370,714	2,444,687	7,865,060	421.72%
OPERATING TRANSFERS:							
Transfers In (Out)	-	-	-	-	(2,444,687)	2,444,687	0.00%
Net Operating Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,444,687)</u>	<u>2,444,687</u>	<u>0.00%</u>
CHANGE IN NET POSITION	3,071,141	2,875,569	10,309,747	16,370,714	-		
NET POSITION, BEGINNING	<u>258,018,194</u>	<u>241,826,557</u>	<u>250,779,588</u>	<u>228,331,412</u>			
NET POSITON, ENDING	<u>\$ 261,089,335</u>	<u>\$ 244,702,126</u>	<u>\$ 261,089,335</u>	<u>\$ 244,702,126</u>			

City of Mansfield, Texas

**Comparative Statement of Activites
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)**

Drainage Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED T BUDGET
OPERATING REVENUES:							
Drainage Fee	\$ 239,748	\$ 224,212	\$ 2,600,776	\$ 2,530,448	\$ 2,736,967	(136,191)	95%
Total Operating Revenues	<u>239,748</u>	<u>224,212</u>	<u>2,600,776</u>	<u>2,530,448</u>	<u>2,736,967</u>	<u>(136,191)</u>	
OPERATING EXPENSES:							
Administration & General Maintenance	88,477	126,911	1,042,079	1,129,216	2,079,024	1,036,945	50%
Depreciation	<u>18,898</u>	<u>18,979</u>	<u>207,532</u>	<u>197,483</u>	<u>-</u>	<u>(207,532)</u>	
Total Operating Expenses	<u>107,375</u>	<u>145,890</u>	<u>1,249,611</u>	<u>1,326,699</u>	<u>2,079,024</u>	<u>829,413</u>	
OPERATING INCOME (LOSS)	132,373	78,322	1,351,165	1,203,749	657,943	693,222	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	14,113	-	74,858	2,943	-	(74,858)	
Other Income	121	3,209	12,800	23,974	-	(12,800)	
Interest and fiscal charges	<u>(3,020)</u>	<u>(4,348)</u>	<u>(51,690)</u>	<u>(65,131)</u>	<u>(182,943)</u>	<u>(131,253)</u>	
Net Nonoperating Revenue	11,214	(1,139)	35,968	(38,214)	(182,943)	(218,911)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	143,587	77,183	1,387,133	1,165,535	475,000	474,311	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(475,000)</u>	<u>475,000</u>	
Net Operating Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(475,000)</u>	<u>475,000</u>	
CHANGE IN NET POSITION	143,587	77,183	1,387,133	1,165,535			
NET POSITION, BEGINNING	<u>14,018,534</u>	<u>12,539,276</u>	<u>12,774,988</u>	<u>11,450,924</u>			
NET POSITION, ENDING	<u>\$ 14,162,121</u>	<u>\$ 12,616,459</u>	<u>\$ 14,162,121</u>	<u>\$ 12,616,459</u>			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corporation	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	\$ 641,371	\$ 678,880	\$ 5,341,107	\$ 5,338,773	\$ 5,860,790	\$ (519,683)	91.13%
Contributions	1,100	-	1,390	3,121	2,500	(1,110)	55.60%
Interest Earnings	43,481	9,393	307,629	25,094	1,000	306,629	30762.90%
Other Income	36	-	14,310	3,143	300	14,010	4770.00%
MAC Revenue	56,353	86,129	774,159	2,290,288	2,212,200	(1,438,041)	34.99%
Lease Royalties	12,159	69,812	1,637,881	245,742	125,000	1,512,881	1310.30%
Park Land Dedication Revenue	66,150	73,250	940,700	1,121,800	-	940,700	0.00%
Total Revenues	820,650	917,464	9,017,176	9,027,961	8,201,790	815,386	109.94%
EXPENDITURES:							
Administration	85,089	170,459	1,130,853	1,929,717	1,978,145	847,292	57.17%
Field Operations	86,794	67,767	886,382	668,168	895,287	8,905	99.01%
Community Park Operations	81,099	97,176	924,431	988,755	1,273,434	349,003	72.59%
Nature Education Operations	9,000	14,023	165,054	116,243	244,876	79,822	67.40%
Recreational Center	96,889	82,870	875,384	837,896	1,064,473	189,089	82.24%
Neighborhood Park Operations	53,024	20,412	415,927	202,187	486,756	70,829	85.45%
Quadrants	-	-	301,500	282,000	-	(301,500)	0.00%
Non-Departmental	338,162	13,135	1,146,256	161,342	2,579,951	1,433,695	44.43%
Total Expenditures	750,057	465,842	5,845,787	5,186,308	8,522,922	2,677,135	68.59%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	70,593	451,622	3,171,389	3,841,653	(321,132)	3,492,521	-987.57%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	-	-	5,223	321,132	(321,132)	0.00%
Operating Transfers (Out)	-	-	-	(2,213,222)	-	-	0.00%
Cash Reserves	-	-	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premium on Bonds issued	-	-	-	-	-	-	0.00%
Discounts on Bond issued	-	-	-	-	-	-	0.00%
Total Other Financing Sources (Uses)	-	-	-	(2,207,999)	321,132	(321,132)	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	70,593	451,622	3,171,389	1,633,654			
FUND BALANCE, BEGINNING	15,322,900	10,958,699	12,222,104	9,776,667			
FUND BALANCE, ENDING	\$ 15,393,493	\$ 11,410,321	\$ 15,393,493	\$ 11,410,321			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Taxes, Penalties, And Interest	\$ 263,673	\$ 263,154	\$ 2,895,212	\$ 2,894,704	\$ 3,157,847	\$ (262,635)	91.68%
Other Income	-	-	-	-	-	-	0.00%
Total Revenues	263,673	263,154	2,895,212	2,894,704	3,157,847	(262,635)	91.68%
<u>EXPENDITURES:</u>							
Debt Service							
Principal Retirement	-	1,910,000	-	1,910,000	1,965,000	1,965,000	0.00%
Interest And Fiscal Charges	-	623,931	3,164,338	1,254,103	1,192,847	(1,971,491)	265.28%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	-	2,533,931	3,164,338	3,164,103	3,157,847	(6,491)	100.21%
Excess Of Revenues Over (Under) Expenditures	263,673	(2,270,777)	(269,126)	(269,399)			
<u>OTHER FINANCING SOURCES (USES):</u>							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	(17,383)	2,523,039	515,416	521,661			
FUND BALANCE, ENDING	\$ 246,290	\$ 252,262	\$ 246,290	\$ 252,262			

City of Mansfield, Texas

Comparative Statement of Activites
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

Mansfield Economic Development Corporation	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED BUDGET
OPERATING REVENUES:							
Sales Tax Revenue	\$ 905,954	\$ 943,730	\$ 8,236,440	\$ 8,250,627	\$ 9,018,637	\$ (782,197)	91%
Miscellaneous	827	-	16,850	10,608	-	-	
Total Operating Revenues	906,781	943,730	8,253,290	8,261,235	9,018,637	(782,197)	91%
OPERATING EXPENDITURES:							
Administration	109,325	87,044	1,352,358	985,585	1,536,434	184,076	88%
Promotions	44,293	80,712	185,261	241,939	238,100	52,839	78%
Retention	-	1,170	-	1,245	-	-	0%
Development Plan	-	-	53	3,219	12,000	11,947	0%
Projects		202,005	607,985	1,633,123	4,172,861	3,564,876	15%
Non-Departmental	1,773	-	54,363	47,122	17,974	(36,389)	302%
Total Operating Expenditures	155,391	370,931	2,200,020	2,912,233	5,977,369	3,777,349	37%
OPERATING INCOME	751,390	572,799	6,053,270	5,349,002	3,041,268	2,995,152	199%
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	68,441	14,093	458,661	35,441	15,000	443,661	3058%
Gain or (loss) on sale of property	-	-	388,612	-	-	388,612	
Bonds issued	-	-	-	-	-	-	
Premiums on bonds issued	-	-	-	-	-	-	
Discounts on bonds issued	-	-	-	-	-	-	
Amortization	-	-	-	-	-	-	
Interest and fiscal charges	-	(405,428)	(2,656,622)	(810,856)	(2,633,848)	(22,774)	101%
Total Nonoperating Revenue	68,441	(391,335)	(1,809,349)	(775,415)	(2,618,848)	809,499	69%
INCOME BEFORE OPERATING TRANSFERS	819,831	181,464	4,243,921	4,573,587	422,420	3,804,651	1005%
OPERATING TRANSFERS:							
Operating Transfers In (Out)	-	-	-	-	(422,420)	422,420	0%
CHANGE IN NET ASSETS	819,831	181,464	4,243,921	4,573,587			
NET ASSETS, BEGINNING	16,219,000	14,217,952	12,794,910	9,825,829			
NET ASSETS, PROJECTS	- *	-	- *	-			
NET ASSETS, ENDING	\$ 17,038,831	\$ 14,399,416	\$ 17,038,831	\$ 14,399,416			

**Project Fund Balance represents funds that have been contractually obligated by the City Council and MEDC. These expenses will be recognized upon realization of the expense.

City of Mansfield, Texas

Comparative Budget and Cash Analysis
For the Month and Eleven Months Ended August 31, 2023 and 2022 (Unaudited)

Hotel/Motel Occupancy Tax Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Hotel Occupancy Tax	\$ 110,173	\$ 108,669	\$ 859,544	\$ 804,556	\$ 956,000	\$ (96,456)	89.91%
Rental of Facilities	660	840	11,250	19,873	-	11,250	0.00%
Interest Income	2,739	967	24,493	2,689	-	24,493	-
Total Revenues	113,572	110,476	895,287	827,118	956,000	(60,713)	93.65%
EXPENDITURES:							
Mansfield Historical Society	-	-	-	-	250,000	250,000	0.00%
The LOT	-	-	2,400	-	150,000	147,600	1.60%
Discover Historic Mansfield - Farr Best Concerts	1,083	231	5,429	3,916	-	(5,429)	0.00%
Mansfield Tourism	20,946	28,009	343,806	336,543	425,700	81,894	80.76%
Pickled Mansfield Society	-	-	73,200	119,256	73,200	-	100.00%
Mansfield Commission for the Arts	1,100	-	153,015	46,908	47,100	(105,915)	324.87%
Wayfinding Program	-	-	-	4,844	-	-	0.00%
Championship Basketball	-	-	10,000	5,000	10,000	-	100.00%
Reserve	-	-	7,500	8,000	-	(7,500)	0.00%
Total Expenditures	23,129	28,240	595,350	524,467	956,000	360,650	62.28%
Revenues / (Expenditures)	90,443	82,236	299,937	302,651	-	299,937	
FUND BALANCE, BEGINNING	2,169,541	1,713,291	1,960,047	1,492,876			
FUND BALANCE, ENDING	\$ 2,259,984	\$ 1,795,527	\$ 2,259,984	\$ 1,795,527			

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 8/31/2023

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	5,082,464.52	5,082,464.52	5,082,464.52	5,082,464.52	N/A	1		2.91
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.472	8,405,131.75	8,405,131.75	8,405,131.75	8,405,131.75	N/A	1		4.80
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	4,348,538.86	4,348,538.86	4,348,538.86	4,348,538.86	N/A	1		2.49
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	8,913,158.73	8,913,158.73	8,913,158.73	8,913,158.73	N/A	1		5.09
Sub Total / Average 1001 - General Fund				5.372	26,749,293.86	26,749,293.86	26,749,293.86	26,749,293.86		1	0.00	15.29
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	27,747.57	27,747.57	27,747.57	27,747.57	N/A	1		0.02
Sub Total / Average 2003 - Tree Mitigation				5.208	27,747.57	27,747.57	27,747.57	27,747.57		1	0.00	0.02
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	5.297	611,520.26	611,520.26	611,520.26	611,520.26	N/A	1		0.35
Sub Total / Average 2006 - Hotel				5.297	611,520.26	611,520.26	611,520.26	611,520.26		1	0.00	0.35
2104 - ARPA												
CLASS LGIP	CLASS-SLFRF	Local Government Investment Pool	5/27/2021	5.475	1,802,247.23	1,802,247.23	1,802,247.23	1,802,247.23	N/A	1		1.03
Sub Total / Average 2104 - ARPA				5.475	1,802,247.23	1,802,247.23	1,802,247.23	1,802,247.23		1	0.00	1.03
2301 - Mansfield Parks 1/2 Sales Tax												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	1,016,492.90	1,016,492.90	1,016,492.90	1,016,492.90	N/A	1		0.58
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	2,391,130.82	2,391,130.82	2,391,130.82	2,391,130.82	N/A	1		1.37
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	2,560,507.42	2,560,507.42	2,560,507.42	2,560,507.42	N/A	1		1.46
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax				5.292	5,968,131.14	5,968,131.14	5,968,131.14	5,968,131.14		1	0.00	3.41
2302 - Mansfield Parks Land Dedication												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	632,967.18	632,967.18	632,967.18	632,967.18	N/A	1		0.36
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	1,115,080.12	1,115,080.12	1,115,080.12	1,115,080.12	N/A	1		0.64
Sub Total / Average 2302 - Mansfield Parks Land Dedication				5.378	3,781,033.11	3,781,033.11	3,781,033.11	3,781,033.11		1	0.00	2.16
3001 - Equipment Replacement												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	1/8/2014	5.297	5,072.23	5,072.23	5,072.23	5,072.23	N/A	1		0.00
Sub Total / Average 3001 - Equipment Replacement				5.297	5,072.23	5,072.23	5,072.23	5,072.23		1	0.00	0.00
3201 - Street Construction												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	3,506,918.76	3,506,918.76	3,506,918.76	3,506,918.76	N/A	1		2.00
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	2,051,192.19	2,051,192.19	2,051,192.19	2,051,192.19	N/A	1		1.17
Sub Total / Average 3201 - Street Construction				5.304	7,591,096.76	7,591,096.76	7,591,096.76	7,591,096.76		1	0.00	4.34
3208 - Street Construction 2012 Issue												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	1,589,741.39	1,589,741.39	1,589,741.39	1,589,741.39	N/A	1		0.91
Sub Total / Average 3208 - Street Construction 2012 Issue				5.297	1,589,741.39	1,589,741.39	1,589,741.39	1,589,741.39		1	0.00	0.91
3212 - 2016 Streets Construction												
Nations Funds MM	MF0008	Money Market	8/1/2016	5.208	1,608,826.07	1,608,826.07	1,608,826.07	1,608,826.07	N/A	1		0.92
TexStar LGIP	TEXSTAR	Local Government Investment Pool	8/31/2016	5.297	1,019,337.68	1,019,337.68	1,019,337.68	1,019,337.68	N/A	1		0.58
Sub Total / Average 3212 - 2016 Streets Construction				5.243	2,628,163.75	2,628,163.75	2,628,163.75	2,628,163.75		1	0.00	1.50
3213 - 2017 Streets Construction												
Nations Funds MM	MF0008	Money Market	12/1/2017	5.208	27,082.26	27,082.26	27,082.26	27,082.26	N/A	1		0.02
TexStar LGIP	TEXSTAR	Local Government Investment Pool	12/31/2017	5.297	3,602,834.87	3,602,834.87	3,602,834.87	3,602,834.87	N/A	1		2.06
Sub Total / Average 3213 - 2017 Streets Construction				5.297	3,629,917.13	3,629,917.13	3,629,917.13	3,629,917.13		1	0.00	2.07
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.472	18,194,310.61	18,194,310.61	18,194,310.61	18,194,310.61	N/A	1		10.40

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average 3218 Issue 2022A - Streets				5.472	18,194,310.61	18,194,310.61	18,194,310.61	18,194,310.61		1	0.00	10.40
3401 - Building Construction												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	83,457.92	83,457.92	83,457.92	83,457.92	N/A	1		0.05
Sub Total / Average 3401 - Building Construction				5.297	83,457.92	83,457.92	83,457.92	83,457.92		1	0.00	0.05
3404 - Library Expansion												
Nations Funds MM	MF0008	Money Market	8/1/2016	5.208	1,685,698.29	1,685,698.29	1,685,698.29	1,685,698.29	N/A	1		0.96
Sub Total / Average 3404 - Library Expansion				5.208	1,685,698.29	1,685,698.29	1,685,698.29	1,685,698.29		1	0.00	0.96
3410 - PD Headquarters												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.472	34,653,954.68	34,653,954.68	34,653,954.68	34,653,954.68	N/A	1		19.81
Sub Total / Average 3410 - PD Headquarters				5.472	34,653,954.68	34,653,954.68	34,653,954.68	34,653,954.68		1	0.00	19.81
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.472	1,036,240.50	1,036,240.50	1,036,240.50	1,036,240.50	N/A	1		0.59
Sub Total / Average 3412 - ACO/Service Center				5.472	1,036,240.50	1,036,240.50	1,036,240.50	1,036,240.50		1	0.00	0.59
3608 - LINEAR PARK TRAIL												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16
Sub Total / Average 3608 - LINEAR PARK TRAIL				5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81		1	0.00	1.16
3901 - TIF												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.472	3,151,924.41	3,151,924.41	3,151,924.41	3,151,924.41	N/A	1		1.80
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	1,556,120.42	1,556,120.42	1,556,120.42	1,556,120.42	N/A	1		0.89
Sub Total / Average 3901 - TIF				5.414	4,708,044.83	4,708,044.83	4,708,044.83	4,708,044.83		1	0.00	2.69
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	464,790.18	464,790.18	464,790.18	464,790.18	N/A	1		0.27
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	56,459.99	56,459.99	56,459.99	56,459.99	N/A	1		0.03
Sub Total / Average 4001 - Debt Services				5.218	521,250.17	521,250.17	521,250.17	521,250.17		1	0.00	0.30
4501 - Economic Development												

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	6,098,957.42	6,098,957.42	6,098,957.42	6,098,957.42	N/A	1		3.49
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.472	4,202,565.86	4,202,565.86	4,202,565.86	4,202,565.86	N/A	1		2.40
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	158,762.08	158,762.08	158,762.08	158,762.08	N/A	1		0.09
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	873,367.43	873,367.43	873,367.43	873,367.43	N/A	1		0.50
Sub Total / Average 4501 - Economic Development				5.457	11,333,652.79	11,333,652.79	11,333,652.79	11,333,652.79		1	0.00	6.48
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	242,792.85	242,792.85	242,792.85	242,792.85	N/A	1		0.14
Sub Total / Average 4502 - MEDC I&S Fund				5.297	242,792.85	242,792.85	242,792.85	242,792.85		1	0.00	0.14
4506 - MEDC Construction												
Nations Funds MM	MF0008	Money Market	7/2/2018	5.208	1,669,164.92	1,669,164.92	1,669,164.92	1,669,164.92	N/A	1		0.95
TexStar LGIP	TEXSTAR	Local Government Investment Pool	7/31/2018	5.297	1,770,285.44	1,770,285.44	1,770,285.44	1,770,285.44	N/A	1		1.01
Sub Total / Average 4506 - MEDC Construction				5.254	3,439,450.36	3,439,450.36	3,439,450.36	3,439,450.36		1	0.00	1.97
5101 - Drainage Utility Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	1,045,407.94	1,045,407.94	1,045,407.94	1,045,407.94	N/A	1		0.60
Sub Total / Average 5101 - Drainage Utility Fund				5.415	3,078,393.75	3,078,393.75	3,078,393.75	3,078,393.75		1	0.00	1.76
5201 - Water & Sewer												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.475	5,082,464.52	5,082,464.52	5,082,464.52	5,082,464.52	N/A	1		2.91
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.472	5,253,207.32	5,253,207.32	5,253,207.32	5,253,207.32	N/A	1		3.00
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	5,083,931.31	5,083,931.31	5,083,931.31	5,083,931.31	N/A	1		2.91
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	11,825,020.62	11,825,020.62	11,825,020.62	11,825,020.62	N/A	1		6.76
Sub Total / Average 5201 - Water & Sewer				5.348	27,244,623.77	27,244,623.77	27,244,623.77	27,244,623.77		1	0.00	15.57
5211 - Revenue Bond Reserve												
Nations Funds MM	MF0008	Money Market	4/11/2012	5.208	3,139,013.34	3,139,013.34	3,139,013.34	3,139,013.34	N/A	1		1.79
Sub Total / Average 5211				5.208	3,139,013.34	3,139,013.34	3,139,013.34	3,139,013.34		1	0.00	1.79

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
- Revenue Bond Reserve												
5220 - Utility Construction Fund 28												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.208	1,520,326.58	1,520,326.58	1,520,326.58	1,520,326.58	N/A	1		0.87
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.297	7,655,070.19	7,655,070.19	7,655,070.19	7,655,070.19	N/A	1		4.38
Sub Total / Average 5220 - Utility Construction Fund 28				5.283	9,175,396.77	9,175,396.77	9,175,396.77	9,175,396.77		1	0.00	5.24
Total / Average				5.386	174,953,230.87	174,953,230.87	174,953,230.87	174,953,230.87		1	0.00	100

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 8/31/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
CLASS												
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	5,082,464.52	5,082,464.52	5,082,464.52	5,082,464.52	N/A	1		2.91	5201 - Water & Sewer
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16	3201 - Street Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	5,082,464.52	5,082,464.52	5,082,464.52	5,082,464.52	N/A	1		2.91	1001 - General Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	6,098,957.42	6,098,957.42	6,098,957.42	6,098,957.42	N/A	1		3.49	4501 - Economic Development
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16	2302 - Mansfield Parks Land Dedication
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16	5101 - Drainage Utility Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	2,032,985.81	2,032,985.81	2,032,985.81	2,032,985.81	N/A	1		1.16	3608 - LINEAR PARK TRAIL
CLASS LGIP	CLASS-GENOP	5/11/2023	5.475	1,016,492.90	1,016,492.90	1,016,492.90	1,016,492.90	N/A	1		0.58	2301 - Mansfield Parks 1/2 Sales Tax
CLASS LGIP	CLASS-SLFRF	5/27/2021	5.475	1,802,247.23	1,802,247.23	1,802,247.23	1,802,247.23	N/A	1		1.03	2104 - ARPA
Sub Total / Average CLASS			5.475	27,214,569.83	27,214,569.83	27,214,569.83	27,214,569.83		1	0.00	15.56	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	5.472	5,253,207.32	5,253,207.32	5,253,207.32	5,253,207.32	N/A	1		3.00	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	5.472	8,405,131.75	8,405,131.75	8,405,131.75	8,405,131.75	N/A	1		4.80	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	5.472	4,202,565.86	4,202,565.86	4,202,565.86	4,202,565.86	N/A	1		2.40	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	5.472	3,151,924.41	3,151,924.41	3,151,924.41	3,151,924.41	N/A	1		1.80	3901 - TIF
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.472	18,194,310.61	18,194,310.61	18,194,310.61	18,194,310.61	N/A	1		10.40	3218 Issue 2022A - Streets
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.472	34,653,954.68	34,653,954.68	34,653,954.68	34,653,954.68	N/A	1		19.81	3410 - PD Headquarters
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.472	1,036,240.50	1,036,240.50	1,036,240.50	1,036,240.50	N/A	1		0.59	3412 - ACO/Service Center
Sub Total / Average LOGIC			5.472	74,897,335.13	74,897,335.13	74,897,335.13	74,897,335.13		1	0.00	42.81	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	5.208	5,083,931.31	5,083,931.31	5,083,931.31	5,083,931.31	N/A	1		2.91	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	5.208	3,506,918.76	3,506,918.76	3,506,918.76	3,506,918.76	N/A	1		2.00	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	5.208	4,348,538.86	4,348,538.86	4,348,538.86	4,348,538.86	N/A	1		2.49	1001 - General Fund
Nations Funds MM	MF0008	10/25/1999	5.208	158,762.08	158,762.08	158,762.08	158,762.08	N/A	1		0.09	4501 - Economic Development

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
Nations Funds MM	MF0008	10/25/1999	5.208	1,520,326.58	1,520,326.58	1,520,326.58	1,520,326.58	N/A	1		0.87	5220 - Utility Construction Fund 28
Nations Funds MM	MF0008	10/25/1999	5.208	27,747.57	27,747.57	27,747.57	27,747.57	N/A	1		0.02	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	5.208	464,790.18	464,790.18	464,790.18	464,790.18	N/A	1		0.27	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	5.208	632,967.18	632,967.18	632,967.18	632,967.18	N/A	1		0.36	2302 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	10/25/1999	5.208	2,391,130.82	2,391,130.82	2,391,130.82	2,391,130.82	N/A	1		1.37	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	4/11/2012	5.208	3,139,013.34	3,139,013.34	3,139,013.34	3,139,013.34	N/A	1		1.79	5211 - Revenue Bond Reserve
Nations Funds MM	MF0008	8/1/2016	5.208	1,685,698.29	1,685,698.29	1,685,698.29	1,685,698.29	N/A	1		0.96	3404 - Library Expansion
Nations Funds MM	MF0008	8/1/2016	5.208	1,608,826.07	1,608,826.07	1,608,826.07	1,608,826.07	N/A	1		0.92	3212 - 2016 Streets Construction
Nations Funds MM	MF0008	12/1/2017	5.208	27,082.26	27,082.26	27,082.26	27,082.26	N/A	1		0.02	3213 - 2017 Streets Construction
Nations Funds MM	MF0008	7/2/2018	5.208	1,669,164.92	1,669,164.92	1,669,164.92	1,669,164.92	N/A	1		0.95	4506 - MEDC Construction
Sub Total / Average Nations Funds			5.208	26,264,898.22	26,264,898.22	26,264,898.22	26,264,898.22		1	0.00	15.01	

TexStar

TexStar LGIP	TEXSTAR	11/2/2012	5.297	242,792.85	242,792.85	242,792.85	242,792.85	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.297	11,825,020.62	11,825,020.62	11,825,020.62	11,825,020.62	N/A	1		6.76	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	5.297	83,457.92	83,457.92	83,457.92	83,457.92	N/A	1		0.05	3401 - Building Construction
TexStar LGIP	TEXSTAR	11/2/2012	5.297	2,051,192.19	2,051,192.19	2,051,192.19	2,051,192.19	N/A	1		1.17	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	5.297	8,913,158.73	8,913,158.73	8,913,158.73	8,913,158.73	N/A	1		5.09	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.297	873,367.43	873,367.43	873,367.43	873,367.43	N/A	1		0.50	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	5.297	7,655,070.19	7,655,070.19	7,655,070.19	7,655,070.19	N/A	1		4.38	5220 - Utility Construction Fund 28
TexStar LGIP	TEXSTAR	11/2/2012	5.297	1,556,120.42	1,556,120.42	1,556,120.42	1,556,120.42	N/A	1		0.89	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	5.297	56,459.99	56,459.99	56,459.99	56,459.99	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	5.297	1,115,080.12	1,115,080.12	1,115,080.12	1,115,080.12	N/A	1		0.64	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	5.297	1,045,407.94	1,045,407.94	1,045,407.94	1,045,407.94	N/A	1		0.60	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.297	2,560,507.42	2,560,507.42	2,560,507.42	2,560,507.42	N/A	1		1.46	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	5.297	1,589,741.39	1,589,741.39	1,589,741.39	1,589,741.39	N/A	1		0.91	3208 - Street Construction 2012 Issue
TexStar LGIP	TEXSTAR	1/8/2014	5.297	5,072.23	5,072.23	5,072.23	5,072.23	N/A	1		0.00	3001 - Equipment Replacement
TexStar LGIP	TEXSTAR	11/30/2014	5.297	611,520.26	611,520.26	611,520.26	611,520.26	N/A	1		0.35	2006 - Hotel

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TexStar LGIP	TEXSTAR	8/31/2016	5.297	1,019,337.68	1,019,337.68	1,019,337.68	1,019,337.68	N/A	1		0.58	3212 - 2016 Streets Construction
TexStar LGIP	TEXSTAR	12/31/2017	5.297	3,602,834.87	3,602,834.87	3,602,834.87	3,602,834.87	N/A	1		2.06	3213 - 2017 Streets Construction
TexStar LGIP	TEXSTAR	7/31/2018	5.297	1,770,285.44	1,770,285.44	1,770,285.44	1,770,285.44	N/A	1		1.01	4506 - MEDC Construction
Sub Total / Average TexStar			5.297	46,576,427.69	46,576,427.69	46,576,427.69	46,576,427.69		1	0.00	26.62	
Total / Average			5.386	174,953,230.87	174,953,230.87	174,953,230.87	174,953,230.87		1	0.00	100	

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

CITYWIDE SALES TAX (\$0.02)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 3,270,780	\$ 3,471,548	\$ 200,768	6.14%
December	\$ 2,682,870	\$ 3,453,084	\$ 770,214	28.71%
January	\$ 2,867,168	\$ 3,074,428	\$ 207,260	7.23%
February	\$ 3,684,256	\$ 4,146,610	\$ 462,354	12.55%
March	\$ 2,562,522	\$ 2,885,196	\$ 322,674	12.59%
April	\$ 2,256,496	\$ 2,757,196	\$ 500,700	22.19%
May	\$ 3,416,868	\$ 3,581,940	\$ 165,072	4.83%
June	\$ 2,785,614	\$ 2,813,150	\$ 27,536	0.99%
July	\$ 3,005,849	\$ 3,138,791	\$ 132,942	4.42%
August	\$ 3,767,723	\$ 3,623,818	\$ (143,905)	-3.82%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 30,300,146	\$ 32,945,761	\$ 2,645,615	8.73%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

GENERAL FUND (\$0.01)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 1,635,390	\$ 1,735,774	\$ 100,384	6.14%
December	\$ 1,341,435	\$ 1,726,542	\$ 385,107	28.71%
January	\$ 1,433,584	\$ 1,537,214	\$ 103,630	7.23%
February	\$ 1,842,128	\$ 2,073,305	\$ 231,177	12.55%
March	\$ 1,281,261	\$ 1,442,598	\$ 161,337	12.59%
April	\$ 1,128,248	\$ 1,378,598	\$ 250,350	22.19%
May	\$ 1,708,434	\$ 1,790,970	\$ 82,536	4.83%
June	\$ 1,392,807	\$ 1,406,575	\$ 13,768	0.99%
July	\$ 1,502,924	\$ 1,569,395	\$ 66,471	4.42%
August	\$ 1,883,862	\$ 1,811,909	\$ (71,953)	-3.82%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 15,150,073	\$ 16,472,880	\$ 1,322,807	8.73%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ 854,217	\$ 895,485	\$ 41,268	4.83%
June	\$ 696,404	\$ 703,288	\$ 6,884	0.99%
July	\$ 751,462	\$ 784,698	\$ 33,235	4.42%
August	\$ 941,931	\$ 905,955	\$ (35,976)	-3.82%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 7,575,036	\$ 8,236,440	\$ 661,404	8.73%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

MANSFIELD PUBLIC FACILITIES DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ 854,217	\$ 895,485	\$ 41,268	4.83%
June	\$ 696,404	\$ 703,288	\$ 6,884	0.99%
July	\$ 751,462	\$ 784,698	\$ 33,235	4.42%
August	\$ 941,931	\$ 905,955	\$ (35,976)	-3.82%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 7,575,036	\$ 8,236,440	\$ 661,404	8.73%



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5576

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

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 Westra Consultants in an Amount Not to Exceed \$53,200.00 for the Design of Matlock Road Left Turn Lanes at Country Club Drive and Cannon Drive (Street Bond Fund)

Requested Action

Consider the authorization of funding and approval of the contract.

Recommendation

Approval of a professional services contract between the City of Mansfield, TX and Westra consultants in an amount not to exceed \$53,200.00 for the design of Matlock Road Left Turn Lanes at Country Club Drive and Cannon Drive.

Description/History

This project is an intersection improvement in the 2022 Street Capital Improvement Plan. The primary component is a northbound left turn lane at Country Club Drive, and a southbound left turn lane at Cannon Drive. The turn lane approaches currently do not provide enough stacking causing traffic to back up decreasing the efficiency of the traffic signals and congestion at the intersections. Increasing the stacking spaces will provide a significant reduction in delays. To assure safety and improve intersection capacity the improvement will also necessitate improving the traffic signal operation, which will be completed by the Street Operations Department after the project is complete.

The requested funds are for design services with Westra in the amount of \$53,200.00 which includes survey services and subsurface investigation needed to prepare the project for public bidding and construction, for a total budget not to exceed \$53,200.00.

Justification

This project is included in the 2022 Street Capital Improvement Plan.

The Director of Engineering Services will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contracts.

Funding Source

Street Bond Fund

Prepared By

James M. Rogge, P.E., Transportation and Mobility Engineer, Engineering Services
Department, 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 WESTRA CONSULTANTS IN AN AMOUNT NOT TO EXCEED \$53,200.00 FOR THE DESIGN OF MATLOCK ROAD LEFT TURN LANES AT COUNTRY CLUB DRIVE AND CANNON DRIVE; 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)

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 recognizes the need to proceed forward with design of a left turn lane extension on northbound Matlock Road at the intersection of Country Club Drive; and,

WHEREAS, the City Council recognizes the need to proceed forward with design of a left turn lane extension on southbound Matlock Road at the intersection of Cannon Drive; and,

WHEREAS, Westra Consultants has provided a proposal for the design of the turn lanes in an amount not to exceed Fifty-Three Thousand Two Hundred and no/100 dollars (\$53,200.00); and,

WHEREAS, after review of the proposal City staff recommends approving a professional services contract with Westra Consultants; and,

WHEREAS, funding for this contract is available from the Street Bond 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.

A Professional Services Contract with Westra Consultants in an amount not to exceed Fifty-Three Thousand Two Hundred and no/100 dollars (\$53,200.00) for the design of Matlock Road Left Turn Lanes at Country Club Drive and Cannon Drive, in substantially the same form as the attached Exhibit "A", is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

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 **WESTRA CONSULTANTS, LLC**, 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. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. 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 **Fifty Three Thousand Two Hundred** Dollars and 00/100 (**\$53,200.00**) 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 "A".

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. **REVISIONS OF SCHEMATIC DRAWINGS**

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

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

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

ARTICLE VI.
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 VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, 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 VIII.
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 IX. **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 \$500,000 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 \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$100,000 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 \$250,000 per occurrence. Subject to limit of liability in Exhibit "A".
- 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.

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 X. 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 XII. 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 XIII. 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 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 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 XIV. 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 XV. 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 XVI. 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, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption

of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; 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 prepared by said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALS subject to §271.904 of the Texas Local Government Code.

ARTICLE XVII. 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, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and unless otherwise prohibited by Texas Local Government Code §271.904, PROFESSIONAL agrees to defend at its own expense any suits or other proceedings brought against the CITY or its officers, agents, or employees resulting from the negligence of CITY, its officers, agents, or employees that may be caused by CITY's breach of material terms or provisions 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 XVIII. SEVERABILITY

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

ARTICLE XIX. INDEPENDENT CONTRACTOR

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 XX.
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 XXII.
ENTIRE CONTRACT**

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including 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 XXIII.
APPLICABLE LAW**

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

**ARTICLE XXIV.
DEFAULT**

If at any time during the term of this Contract, 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 XXV. HEADINGS

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

ARTICLE XXVI. NON-WAIVER

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

ARTICLE XXVII. REMEDIES

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

ARTICLE XXVIII. EQUAL EMPLOYMENT OPPORTUNITY

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 XXIX. CONSTRUCTION OF CONTRACT

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

ARTICLE XXX.
NOTICES

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

If intended for City, to:	City of Mansfield Attn.: Raymond Coffman, P.E. 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4238
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If intended for Professional, to:	Westra Consultants, LLC Attn: Ragu Rao, P.E., CFM 2000 E. Lamar Blvd, Suite 600 Arlington, TX - 76006 (817) 230-4149
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ARTICLE XXXI.
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.

[Signature Page Follows]

EXECUTED this the ____ day of January, 2023, 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: _____
Raymond Coffman, P.E.
Director of Engineering Services

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”

By: _____

Name: _____

Title: _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of _____.

Notary Public in and for the State of Texas

EXHIBIT “A” **PROFESSIONAL ENGINEERING SERVICES**

Project Understanding

PROFESSIONAL Will provide professional engineering and surveying services to the City of Mansfield (CITY) for the design of:

- Extension of southbound left turn lane (approximately 430 feet) at Matlock Rd. & Cannon Dr.
- Extension of northbound left turn lane (approximately 260 feet) at Matlock Rd. & Country Club Dr.

Scope of Services

PROFESSIONAL shall provide the CITY with professional services summarized in the following tasks:

Task A: Project Management

Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each study/design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Meet with CITY engineering staff and obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, and other information available for the project area.

Task B – Topographic Survey

PROFESSIONAL shall perform an on-the-ground survey of the property under the direct supervision of a Registered Professional Land Surveyor. Survey will horizontally and vertically locate visible surface features within the project area as shown in the included attachments and being more specifically detailed below.

- Main project area cross sections will be collected generally at 25' intervals and at all breaks in grade producing 1' interval contours for the area shown in **Attachment A**.
- Locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to power poles, guy anchors, manholes,

meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

- Locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, and all other appurtenances.
- Existing pavement markings and signage will be identified in the survey.
- Existing visible irrigation structures and planters will be located on this survey.
- Locate or set two benchmarks and the survey be in Surface Coordinates, located at Grid based on NAD 83.

Task C – Preliminary Design (60% Submittal)

The Preliminary Design shall be submitted to the CITY per the approved Project Schedule.

Develop the preliminary design of the infrastructure as follows.

- Data Collection
 - In addition to data obtained from the CITY, the PROFESSIONAL will research proposed improvements in conjunction with any other planned future improvements known by the CITY that may influence the project.
 - The PROFESSIONAL will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to, utilities, CITY Master Plans, and property ownership as available from the Tax Assessor's office.
- Preliminary plans for this project shall be prepared in such detail as is necessary to resolve all preliminary design issues. Preliminary plans will be of sufficient detail for submission for franchise utility review. The requirements for preliminary plans will be in accordance with the CITY of Mansfield Design Criteria Standards. Preliminary plans shall be at minimum 60% complete. Preliminary (60%) Design Package shall include the following:
 - Cover Sheet
 - General Notes
 - Project Layout & Control Sheet
 - Demolition plan
 - Paving Sheet
 - Detail Sheet
- A preliminary plan review meeting with the CITY will be conducted. Preliminary plans must be approved by CITY prior to PROFESSIONAL commencing with the preparation of final design plans.

Deliverables: Submit Preliminary 60% design plan construction documents, and preliminary opinion of probable construction costs (OPCC) to the CITY for review.

Task D – Final Design Plans

Upon acceptance of preliminary plans by the CITY, the PROFESSIONAL shall prepare final design plans and specifications. Final plans shall be consistent with previous sections and shall include: detailed demolition and protection plan sheets, detailed plan and profile sheets and construction details, final construction plans, and bid proposal and special specifications as

required. An updated final opinion of probable construction cost will be submitted. The PROFESSIONAL will perform QA/QC and constructability review of final plans.

Deliverables: Submit final 100% design plan construction documents, updated Final OPCC, and technical specification manual.

Task E - Bidding and Construction Phase Assistance:

The PROFESSIONAL will provide assistance during the bidding process and may include attending one (1) bid opening, tabulating bids, recommendation for award, and preparation of contract documents. The PROFESSIONAL may provide assistance during construction including attendance at one (1) preconstruction meeting, up to two (2) site visits as requested, and preparation of record drawings in AutoCAD and PDF format.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following items.

1. Phasing of the project. Scope assumes project is designed and bid as a single phase.
2. Landscape or irrigation design
3. Structural Engineering
4. Sub-Surface Utility Engineering
5. Plan reviews by a Registered Accessibility Specialist
6. Traffic Analysis
7. Traffic Design Plans
8. Traffic control or phasing plans
9. Franchise utility design and coordination meetings
10. Permitting and submittal fees
11. Property boundary determinations.
12. Easement acquisition and/or negotiation.
13. Construction inspection or management.
14. Construction staking.
15. Geotechnical or materials testing services

PAYMENT FOR SERVICES

The PROFESSIONAL will perform the work described in the Scope of Services for a fee, not to exceed **\$53,200**. The PROFESSIONAL will invoice the CLIENT on a reimbursable basis at the rate of \$150 per hour. The PROFESSIONAL shall notify the CLIENT and obtain authorization prior to exceeding the contract amount. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment is due within 30 days of the receipt of the invoice.

A breakdown of the tasks, fees and expected timeframes for completion are provided in the table below. Each task will be authorized by the Client prior to beginning these services.

Task	Fee	Expected Timeframe to Complete
A. Project Management	\$3,000	N/A
B. Topographic Survey	\$8,200	20 Working Days
C. Preliminary Design Plans	\$22,500	45 Working Days
D. Final Design Plans	\$16,500	30 Working Days
E. Bidding and Construction Phase Assistance	\$3,000	N/A
TOTAL	\$53,200	

Attachment "A"

Extension of Southbound Left Turn Lane at Matlock Road and Cannon Drive

Limits of Topographic Survey

Approx. 690 Feet

Proposed Improvements to the Left Turn Lane on Matlock Road

MAN - Matlock & Cannon Drive

Google Earth

Image Landsat / Copernicus

500 ft



Extension of Northbound Left Turn Lane at Matlock Road & Country Club Drive

MAN - Matlock & Country Club Dr

Proposed
Improvements to the
Left Turn Lane on
Matlock Road

Limits of Topographic
Survey

Approx. 510 feet



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5592

Agenda Date: 9/25/2023

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 Designating a Deputy City Attorney; Approving an Agreement with the Deputy City Attorney to Provide Legal Services Relating to the Prosecution of Mansfield Municipal Court Cases and Authorizing the Mayor to Execute any Documents Necessary to Implement this Resolution

Requested Action

Authorize the designation of a Deputy City Attorney and execute an agreement with the Deputy City Attorney to provide legal services relating to the prosecution of Mansfield Municipal Court Cases.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas designate a Deputy City Attorney; approve and authorize the Mayor to execute an agreement with Tracie Kenan Perkins to provide legal services relating to the prosecution of Mansfield Municipal Court cases.

Description/History

Starting in January 2021, Tracie Kenan Perkins started as the prosecutor for the City of Mansfield Municipal Court of Record. The prosecutor will possess the title of Deputy City Attorney as required by the Texas Code of Criminal Procedure. The prosecutor does not serve as a statutory officer of the City, but as the primary prosecutor in the Municipal Court.

Justification

The prosecutor will possess the title of Deputy City Attorney as required by the Texas Code of Criminal Procedure. The prosecutor does not serve as a statutory officer of the City, but as the primary prosecutor in the Municipal Court. The prosecutor serves at the pleasure of the City Council.

Funding Source

General Fund, Municipal Court Budget

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS DESIGNATING A DEPUTY CITY ATTORNEY TO SERVE AS MUNICIPAL PROSECUTOR; APPROVING AN AGREEMENT WITH THE DEPUTY CITY ATTORNEY TO PROVIDE LEGAL SERVICES RELATING TO PROSECUTION OF MANSFIELD MUNICIPAL COURT CASES; AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE 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 is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Mansfield has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Texas Code of Criminal Procedure Section 45.201(a) provides that all prosecutions in Municipal Court shall be conducted by the city attorney of the municipality or by a deputy city attorney; and,

WHEREAS, the City Council determines it appropriate to designate a deputy city attorney to serve as prosecutor in the Mansfield Municipal Court of Record No. 1 (Court); and,

WHEREAS, the prosecutor does not serve as a statutory officer of the City, but as the primary prosecutor in the Court.

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.

In accordance with state law and the Code of Mansfield, Texas, Tracie Kenan Perkins is hereby designated as the Deputy City Attorney of the City of Mansfield, to serve as prosecutor of the Court, effective October 1, 2023.

SECTION 3.

The Municipal Court Prosecutor Services Agreement in substantially the same form as attached Exhibit A is hereby approved.

SECTION 4.

The Mayor, or designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

SECTION 5.

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 6.

This resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 25TH DAY OF SEPTEMBER 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
MUNICIPAL COURT PROSECUTOR SERVICES AGREEMENT**

This Municipal Court Prosecutor Services Agreement (“Agreement”) for Municipal Court Prosecutor Services is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Tracie Kenan Perkins (“Prosecutor”). The City and Prosecutor hereafter are each a “party” and collectively referred to as “parties”.

WHEREAS, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Prosecutor as an independent contractor and not an employee in accordance with the terms and conditions set forth herein; and

WHEREAS, Prosecutor desires to provide services to the City as Deputy City Attorney serving as the Municipal Prosecutor for the City;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
TITLE AND POSITION

Pursuant to Art. 45.201(a) of the Texas Code of Criminal Procedure, Prosecutor agrees to provide legal services to the City as the Deputy City Attorney serving as the Municipal Prosecutor, representing the City as Municipal Prosecutor in cases before the Mansfield Municipal Court of Record No. 1 (“Court”). Prosecutor shall not provide any other legal services for the City than those described herein.

ARTICLE II
TERM AND TERMINATION

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on October 1, 2023 and ending on September 30, 2025, unless sooner removed by the City Council.
- B. **Will of Council/Termination.** The Prosecutor shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If Prosecutor desires to terminate this Agreement, a minimum sixty (60) day written notice shall be provided to the City to ensure no interruption of prosecutorial services already committed/scheduled for the Court.

ARTICLE III
SCOPE OF SERVICES

- A. **General Duties.** Prosecutor shall have all the powers and shall discharge all of the duties prescribed by law or provided in the policies of the Court. Prosecutor shall make him or herself available for consultation with members of the City, including but not limited to the Mansfield Police Department and Mansfield Regulatory Compliance Department, regarding prosecution of cases. Prosecutor agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of Municipal Prosecutor and is expected to work the hours necessary to fulfill the obligations of Municipal Prosecutor and maintain efficient operations of the Court. Prosecutor shall abide by Section 45.201(d), which provides that “[it] is the primary duty of a municipal prosecutor not to convict, but to see that justice is done.”
- B. **Responsibilities.** As Prosecutor for the Court, the Prosecutor’s responsibilities shall include, but not be limited to:
1. Prosecuting cases filed in the Court;
 2. Conducting necessary case work in preparation of all cases for pretrial hearings, bench and jury trials as well as other special hearings that fall under the Court’s jurisdiction;
 3. Be in attendance for all pre-trial dockets, bench and jury trials, and other hearings or proceedings that fall under the Court’s jurisdiction;
 4. Coordinating with law enforcement and other City departments regarding prosecution of cases;
 5. Meeting with witnesses or victims regarding complaints;
 6. Negotiating plea agreements with both attorney-represented and pro-se defendants;
 7. Drafting legal documents including, but not limited to, motions, pleadings, responses, briefs, complaints, or orders necessary for the prosecution of cases;
 8. Reviewing and drafting ordinances and Court forms;
 9. Providing discovery to defendants and attorneys representing defendants;
 10. Performing all aspects of legal prosecution; and
 11. Performing all other duties of a Municipal Court Prosecutor as may be provided by State law.

ARTICLE IV
COMPENSATION

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay Prosecutor, a flat monthly fee of Two Thousand Five Hundred and no/100 dollars (\$2,500.00).
- B. **Invoice.** Prosecutor shall send an invoice to the Court Administrator by mail or email once per month not later than the 10th day of each month reflecting their time and billing.

- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City, provided there are no errors or discrepancies.
- D. **No Compensation.** The Prosecutor will not be compensated for state required training, travel expenses related to his or her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Prosecutor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Prosecutor shall supervise the performance of his or her services and shall be entitled to control the manner and means by which his or her services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of compensation due to the Prosecutor for the services rendered herein and the Prosecutor will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V

GENERAL PROVISIONS

- A. **Prosecutorial Conduct.** The Prosecutor agrees to perform all services in accordance with the requirements of the Texas State Bar as applicable to court prosecutors in the State of Texas. Prosecutor, shall provide competent, zealous legal services in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure, and conduct him/herself in a professional demeanor at all times representing the City.
- B. **Attorney Licensure.** Prosecutor must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City Manager of any change in the status of the Attorney's licensure.
- C. **Limitation on Law Practices.** The Prosecutor hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his or her duties and responsibilities as the Prosecutor of the Court or otherwise knowingly undertake to represent a client on a legal matter against the City. Further, Prosecutor agrees that, to the best of his or her actual knowledge, Prosecutor does not have personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are acting as legal advisors and representatives of the City. Prosecutor agrees to evaluate on an on-going basis whether, in his or her professional judgment, a conflict may become apparent or imminent. In the event that Prosecutor believes a conflict may develop, Prosecutor will immediately communicate with the City Manager and Court Clerk about the perceived potential conflict.

- D. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Prosecutor and supersedes all prior negotiations and representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- E. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:
- If intended for City, to: Mansfield Municipal Court
Attn: Heather Leonard, Court Administrator
1305 East Broad Street
Mansfield, Texas 76063
heather.leonard@mansfieldtexas.gov
- If intended for Prosecutor, to: Tracie Kenan Perkins
4710 Airport Fwy
Fort Worth, TX 76117
817-926-9999
tracie@kenanlaw.com
- F. **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- G. **Non-Waiver.** The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- H. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- I. **No Assignment.** The Prosecutor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- J. **Construction of Agreement.** Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

- K. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- L. **Agreement Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- M. **Headings.** The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- N. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- O. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Prosecutor and the City only.
- P. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Signature Page Follows

IN WITNESS WHEREOF, the City and Prosecutor have executed this Agreement this
the _____ day of September, 2023.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

PROSECUTOR:

TRACIE KENAN PERKINS



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5600

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Contract Between the City of Mansfield, Texas and Neighborhood Management Inc. for the Management and Improvement Services Agreement of the South Pointe Public Improvement District

Requested Action

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

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Contract by authorizing the City Manager or his designee to enter into a contract with Neighborhood Management Inc.

Description/History

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

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

Justification

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

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

Monitor the work performed by any subcontractors for any Improvements or Services to ascertain that it is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve those objectives;

Obtain, maintain and pay for insurance necessitated by the Improvements and Services;

Prepare an updated annual Service Plan and Budget Plan for approval by City Council;

Maintain a full and accurate accounting of the disbursements for reimbursement from the Public Improvement District revenues and provide the City with a monthly accounting statement;

Participate in meetings of individual departments within the City, as required, to coordinate Public Improvement District activities;

Participate in all meetings required by the City for assistance in the preparation of the Service Plan and Budget for the Public Improvement District and update the City as to authorized projects and other pertinent matters;

Establish means of communication for citizen input to report problems and make suggestions to the Public Improvement District; coordinate responses to citizens, with input from the City, when appropriate;

Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the City of trends and unusual or excessive expenses;

Maintain a complete set of historical records of all Public Improvement District activity to include but not limited to minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the Public Improvement District to the present.

Funding Source

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

Prepared By

Troy Lestina, CFO; 817-276-4258

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND NEIGHBORHOOD MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED \$31,200.00 FOR A MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (SOUTH POINTE PID FUND)

WHEREAS, The City of Mansfield (City) is a home rule municipality operating under and governed by the laws of Constitution of the State of Texas and,

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

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

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

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

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

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

WHEREAS, after review of the proposal City staff recommends approving a professional services contract with Neighborhood Management, Inc.; and,

WHEREAS, funding for this contract is available from the South Pointe PID 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.

A Professional Services Contract with Neighborhood Management, Inc. in an amount not to exceed Thirty-One Thousand Two-Hundred and no/100 dollars (\$31,200.00) for the management of the South Pointe PID, in substantially the same form as the attached Exhibit “A”, is hereby 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 25TH DAY OF SEPTEMBER 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**CITY OF MANSFIELD
MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT
SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT**

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

RECITALS

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

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

WHEREAS, the City is authorized to utilize the District to undertake improvements and/or services that confer special benefit to the property within the District; and

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

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

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

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

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

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

The City hereby engages the Contractor, and the Contractor hereby agrees to provide,

furnish, oversee and/or perform in accordance with this Agreement the improvements and services set forth in Section 2.

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

Contractor shall provide or cause to be provided those improvements and services (the “Improvements and Services”) set forth in the Service Plan and Budget for the District shown on Exhibit “A”, attached hereto and incorporated herein by reference for all legal purposes (the “Plan”), as approved by the City, or as may subsequently be amended, and in accordance with this section. Contractor shall also comply with the following related duties and responsibilities:

- (a) Oversee the bidding and awarding of any subcontracts for the Improvements and Services;
- (b) Monitor work performed by any subcontractors for any of the Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;
- (c) Obtain, maintain and pay for insurance necessitated by the Improvements and Services, as may be directed by the City Manager, or designee, (collectively “City Manager”);
- (d) In accordance with Section 372.013 of the Act, prepare a Plan for the District to be presented to the City Council for review and approval as set forth in Section 3. The Plan must include an assessment plan and an updated five-year budget for improvements and services;
- (e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and provide the City with a monthly accounting statement;
- (f) Participate in meetings of individual departments within the City, as required, to coordinate District activities;
- (g) Participate in all meetings required by the City for assistance in the preparation of the Plan for the District, and update the City as to authorized District projects and other pertinent matters;
- (h) Establish means of communication for citizen input to report problems and make suggestions to the District and coordinate responses to citizens, with input from the City, when appropriate;

- (i) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the City of trends and unusual or excessive expenses;
- (j) Not use District assessment funds for private, personal, non-public purposes or for any other purposes not allowed under the Act;
- (k) Set priorities and schedules for implementing the Improvements and Services considering the needs and preferences of owners in the District and the availability of personnel and financial resources;
- (l) If necessary, secure and retain the services of qualified personnel to assist in the implementation of the Improvements and Services;
- (m) Ensure that owners in the District are not subjected to arbitrary expansions in scope or costs of Improvement and Services resulting in owners not receiving benefit in a timely manner from their assessments as required by the Act;
- (n) Take any other actions reasonably necessary for the management of the District and the implementation of Improvements and Services; and
- (o) Maintain a complete set of historical records of all District activity to include but not limited to minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of the District to present.

2.2. Contractor Compensation

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

The annual monthly management fee is Two Thousand Six Hundred and no/100 dollars (\$2,600). Half of the management fee will be charged to the South Pointe Homeowners Association. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor’s corporate employees, general and administrative expenses, financial management, general administration and operations management.

Exhibit “A” to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within thirty (30) days

of billing and shall be billed in accordance with Exhibit “A”.

2.3. Standard of Care; Nature of Relationship

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

2.4. Security Services

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

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

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

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

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

- (a) Levying and collecting, though the City's agreement with the County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;

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

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

5. **AMENDMENTS**

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

6. **TERM**

This Agreement shall commence on October 1, 2023, (the “Effective Date”) and, unless terminated earlier in accordance with this Agreement, expire September 30, 2024 (the “Term”).

7. **RELEASE OF FUNDS TO CONTRACTOR**

7.1. **Procedure**

Periodically, but not more frequently than once per month, Contractor shall present to the City Manager a report of the Improvements and Services provided by Contractor since (i) for the first report due under this Agreement, the Effective Date and (ii) for all subsequent reports due, the date of the previous report. All such reports must include

documentation sufficiently demonstrating to the City Manager that any sums paid or incurred by Contractor have been paid or are due. Provided all such necessary reports and supporting documentation have been provided to the City Manager, to his or her satisfaction, the City shall pay the Contractor for all lawful expenses made or incurred by Contractor within thirty (30) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the City shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Plan for the then-current fiscal year.

7.2. Work Reports

Contractor shall also submit a periodic work report upon request by the City Manager. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the City Manager. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received within ten (10) business days of such request. The City Manager shall have the right to verify that the report is complete and accurate.

7.3. Insufficient District Funds

In the event that District revenues are not available or are insufficient for the City to make any payment to Contractor hereunder, the City will promptly notify Contractor. At Contractor's request, the City and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor elects not to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

8. **CONTRACTOR LIABILITY**

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

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

No employee of the City, nor any other agent of the City, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor's status shall be that of an independent contractor and not as an officer, agent, servant, representative, or employee of the City in the performance of its obligations under this Agreement. Contractor shall exercise independent judgment in performing under this Agreement and have exclusive control of, and the exclusive right to control the details of its obligations performed hereunder, and all persons performing the same, and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of respondent superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors and subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City.

12. INSURANCE

Contractor shall obtain and carry in full force throughout the Term of this Agreement the minimum insurance coverage required hereunder, and shall require reasonable insurance coverage from its contractors and subcontractors hired to provide services in the District. Prior to commencing any of its obligations under this Agreement, Contractor shall be responsible for delivering to the City Manager a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement. The minimum insurance required of Contractor is as follows:

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each occurrence with an aggregate limit of not less than \$2,000,000.

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

provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the City, or any other claimant, any claims that the City, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents shall be set forth on all certificates of insurance. All policies must provide that they may not be changed or canceled by the insurer in less than five (5) days after the City had received written notice of such change or cancellation. Such insurance amounts may be revised upward at the City's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request. City shall have no duty to execute or perform under this Agreement until the Certificate(s) of Insurance showing compliance with this section have been delivered and approved by the City.

13. TAXES

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

14. PERMITS

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

15. CHARACTER OF WORK AND OPERATIONS

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

16. ASSIGNMENT AND SUBCONTRACTING

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

17. DEFAULT

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

18. COOPERATION WITH THE CITY

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

19. BOOKS AND RECORDS; AUDITING RIGHTS

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the City. Contractor shall provide representatives of the City or its appointees free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor

shall further allow the City and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

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

20. NOTICES

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

City:
City of Mansfield
Attn: City Manager
1200 E Broad Street
Mansfield, Texas 76063

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

21. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

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

22. GOVERNMENTAL POWERS

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

23. NO WAIVER

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

24. VENUE AND JURISDICTION

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

25. NO THIRD PARTY RIGHTS

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

26. INTERPRETATION

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

27. CAPTIONS

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

28. ENTIRETY OF AGREEMENT

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

29. COUNTERPARTS

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

Signature Page Follows

EXECUTED as of the last date indicated below, by both parties, signing by and through their duly authorized representatives.

“City”
City of Mansfield

By: _____
Joe Smolinski, City Manager

Date: _____

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“Contractor”
Neighborhood Management, Inc.

By: _____
Audrey Beard, Executive Vice President

Date: _____



ADDENDUM A

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

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



ADDENDUM A

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

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5601

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

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

Requested Action

Consider the attached resolution authorizing a twelve-month with one-year renewable options contract for eight individual water treatment chemicals.

Recommendation

Staff recommends approval.

Description/History

The invitation to bid was advertised in the Fort Worth Star Telegram, posted on the City of Mansfield website, and bid packets were e-mailed to known suppliers and companies that requested them. Chemicals advertised and recommended for an award with this resolution are citric acid, hydrochloric acid, hydrofluorosilicic acid, hydrogen peroxide, liquid ammonium sulfate, liquid poly aluminum chloride, sodium chloride, and sodium hydroxide.

Justification

The TCEQ requires that public water systems meet stringent water quality standards to protect public health. All eight chemicals bid will be utilized at the Bud Ervin Water Treatment Plant in various processes to meet or exceed all water quality standards.

Funding Source

Utility Fund FY-2024 Operating Budget

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDING TWELVE-MONTH RENEWABLE CONTRACTS TO THE LOWEST AND BEST BID FOR THE INDIVIDUAL SUPPLY OF EIGHT DIFFERENT WATER TREATMENT CHEMICALS FOR THE BUD ERVIN WATER TREATMENT PLANT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY 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 of Mansfield, Texas, has publicly advertised for and requested competitive bids for the supply of citric acid, hydrochloric acid, hydrofluorosilicic acid, hydrogen peroxide, liquid ammonium sulfate, liquid aluminum chloralhydrate, sodium chloride, and sodium hydroxide to be used for drinking water treatment; and,

WHEREAS, the funds stated herein are incorporated into the FY-2024, Utility Fund Operating Budget of the City of Mansfield; and,

WHEREAS, after review and consideration of all bids received, it is the recommendation of staff and determination of City Council that the “best bid” is as listed in sections 1 through 8.

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 City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of totes of citric acid from Brenntag Southwest, Inc. for a bid price not to exceed \$1,767.42 (one thousand seven hundred sixty seven dollars and forty two cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 3.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrochloric acid from Brenntag Southwest, Inc. for a bid price not to exceed \$625.00 (six hundred twenty five dollars and twenty-two cents)

per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 4.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrofluosilicic acid (fluoride) from Univar USA for a bid price not to exceed \$550.00 (five hundred fifty dollars and no cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 5.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of hydrogen peroxide from Ebonik Corporation for a bid price not to exceed \$650.00 (six hundred fifty dollars and no cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 6.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of liquid ammonium sulfate (LAS) from Chameleon Industries, Inc., for a bid price not to exceed \$280.00 (two hundred eighty dollars and no cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 7.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of liquid aluminum chloralhydrate (ACH) from Chemtrade for a bid price not to exceed \$780.00 (seven hundred eighty dollars and no cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 8.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of sodium chloride (salt) from Trinternational, Inc., for a bid price not to exceed \$309.00 (three hundred nine dollars and no cents) per dry ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 9.

The City Manager or his designee is hereby authorized and directed to execute contractual documents for the supply of bulk tank truckloads of sodium hydroxide (caustic soda) from Brenntag Southwest, Inc., for a bid price not to exceed \$440.00 (four hundred forty dollars and no cents) per wet ton delivered for the first twelve-month period of the contract. Thereafter, the contract may be renewed for up to four twelve-month periods under the same terms and conditions.

SECTION 10.

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 11.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5604

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving a Purchase of a Kohler 1250 KW Generator Through the Interlocal Purchasing System Buyboard to Loftin Equipment Company in an Amount Not to Exceed \$610,000 for the Phase V Expansion at the Bud Ervin Water Treatment Plant (Utility Fund)

Requested Action

Consider the resolution authorizing funds in the amount of Six Hundred Ten Thousand Dollars and Zero Cents \$610,000.00 and approval of a purchase with Loftin Equipment Company for a Kohler 1250 KW Generator for the Phase V Expansion at the Bud Ervin Water Treatment Plant.

Recommendation

Staff recommends approval.

Description/History

The City of Mansfield, Texas entered into an agreement with Plummer Associates, Inc. on March 2, 2023 for the design of Bud Ervin Water Treatment Plant Phase V Expansion. The design scope includes the addition of onsite power generation to allow the water treatment plant to operate the new water treatment equipment during emergency conditions when offsite power is not available.

Lead time for the Kohler 1250 KW generator is approximately 54 weeks. The generator will need to be procured in advance of the construction phase in effort to meet the construction schedule for for the Bud Ervin Water Treatment Plant Phase V Expansion.

Justification

The Bud Ervin Water Treatment Plant will require 1250 KW additional onsite power generation capacity to meet the power demands to produce and deliver potable water during emergency conditions. The generator will need to be purchased in advance to allow the manufacture and delivery of the generator during the construction phase of the Bud Ervin Water Treatment Plant Phase V Expansion.

Funding Source

Utility Operations Fund

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PURCHASE OF A KOHLER 1250 KW GENERATOR TO LOFTIN EQUIPMENT COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM BUYBOARD IN AN AMOUNT NOT TO EXCEED \$610,000 FOR THE PHASE V EXPANSION AT THE BUD ERVIN WATER TREATMENT PLANT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY 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, Loftin Equipment Company has provided a proposal for the purchase of a Kohler 1250 KW Generator in an amount not to exceed Six Hundred Ten Thousand and no/100 dollars (\$610,000); and,

WHEREAS, after review of the proposal City staff recommends approving the purchase of a Kohler 1250 KW Generator to Loftin Equipment Company; and,

WHEREAS, funding for this purchase is available from the utility 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.

A Purchase of a Kohler 1250 KW Generator with Loftin Equipment Company in an amount not to exceed Six Hundred Ten Thousand and no/100 dollars (\$610,000) for the Phase V Expansion at the Bud Ervin Water Treatment Plant, is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5605

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving a Twelve-Month Service Agreement with IN-Pipe Technology to Install, Maintain Equipment, and Treat Wastewater Through Microbial Dosing in the Wastewater Collection System for an Amount not to Exceed \$276,000 (Utility Fund)

Requested Action

Consider the attached resolution authorizing a Twelve-Month Service Agreement with IN-Pipe Technology to Install, Maintain Equipment, and Treat Wastewater Through Microbial Dosing in the Wastewater Collection System in an Amount not to Exceed \$276,000.

Recommendation

Staff recommends approval.

Description/History

The city contracts with Trinity River Authority (TRA) to receive all of it's wastewater. In addition to the contracted rate the city is responsible to pay surcharge penalties. These surcharge penalties happen when the biochemical oxygen demand (BOD) and total suspended solids (TSS) are greater than 250 mg/l each.

Justification

IN-Pipe Technology has a microbiological treatment to improve wastewater collections system operations. This technology will reduce the amount of BOD and TSS we have in the wastewater collection system.

Funding Source

Utility Fund FY-2024 Operating Budget

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TWELVE MONTH AGREEMENT WITH IN-PIPE TECHNOLOGY IN AN AMOUNT NOT TO EXCEED \$276,000 TO INSTALL, MAINTAIN EQUIPMENT, AND TREAT WASTEWATER THROUGH MICROBIAL DOSING IN THE WASTEWATER COLLECTION SYSTEM; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY 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, IN-Pipe Technology has provided a twelve-month agreement to install, maintain equipment, and treat wastewater through microbial dosing in the wastewater collection system in an amount not to exceed Two Hundred Seventy-Six Thousand and no/100 dollars (\$276,000); and,

WHEREAS, after review of the proposal City staff recommends approving an agreement with IN-Pipe Technology; and,

WHEREAS, funding for this purchase is available from the utility 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.

An agreement with IN-Pipe Technology in an amount not to exceed Two-Hundred Seventy-Six Thousand and no/100 dollars (\$276,000) for the microbial dosing units, is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5609

Agenda Date: 9/25/2023

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 Data Processing, Printing, and Mailing Services Agreement Between the City of Mansfield, Texas, And InfoSend, Inc.; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Utility Fund)

Requested Action

Consider the Resolution authorizing a data processing, printing, and mailing agreement with InfoSend Inc.

Recommendation

Staff recommends approval of the Resolution.

Description/History

The City of Mansfield outsources the printing and mailing of utility bills and inserts for approximately 20,000 bills per month in a four-cycle billing, which equals approximately 240,000 bills annually. The City published a request for proposals for the printing and mailing of utility bills and inserts in the Star-Telegram on August 18th and August 25th.

The agreement is for an initial one-year term with the ability to renew for five additional years. The bid specification provided for interlocal cooperative purchasing agreements with other governmental entities.

Justification

The proposal award is based on price, municipal references, and the proposer's ability to perform and interface with the City's new utility billing software. The price per statement will decrease from \$0.13 to \$0.11 with InfoSend. Postage is a pass-through cost based on the USPS rates. The cost for these services are incorporated in the Utility Billing Division operating budget.

Funding Source

Utility Fund

Prepared By

Jeff Price, Director of Water Utilities
817-728-3602

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A DATA PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT BETWEEN THE CITY OF MANSFIELD, TX, AND INFOSEND, INC.; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY 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 must print and mail utility bills in a timely manner to over 22,000 customers each month; and,

WHEREAS, the City published a request for proposal on August 18th and August 25th, then opened and read aloud sealed proposals on September 1st; and,

WHEREAS, after review of the proposals, City staff recommends approving a data processing, printing, and mailing services agreement with InfoSend Inc; and,

WHEREAS, funding for this contract is available from the Utility 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.

A Data Processing, Printing, and Mailing Services Agreement with InfoSend, in substantially the same form as the attached Exhibit "A," is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between the City of Mansfield, Texas, a municipal government, having its main office at 1200 E Broad Street, Mansfield, TX 76063 (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of one (1) year ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive one (1) year periods for five (5) additional years ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to

Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Termination without Cause

Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the non-terminating party, subject to the Discontinuance Fee set forth in Section 5.5.

5.4 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all undisputed charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.5 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other undisputed payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.6 Force Majeure

Provided written notice and full particulars are made to the other as soon as practically reasonable after the occurrence of the Force Majeure Event relied upon, neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific

details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that remain unpaid for over sixty (60) days from due date at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, in the event undisputed invoices remain unpaid for over sixty (60) days from due date, InfoSend reserves the right to suspend Services until payments are brought current. InfoSend's Accounting staff will notify Client in writing thirty (30) days before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): _____
Address: _____

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not

responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend, unless such liability is directly attributable to InfoSend's gross negligence or willful misconduct.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and

Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

Prior to beginning Services under this Agreement, InfoSend shall provide Client with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

Each insurance policy to be furnished by InfoSend shall name Client as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance, require that Client be provided notice thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, and provide for a waiver of subrogation against Client for injuries, including death, property damage, or any other loss to the extent the same is covered by proceeds of insurance.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend shall indemnify, defend and hold Client and its officers, employees and agents harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from InfoSend's breach of any provision of this Agreement, any unlawful conduct of InfoSend, or any negligent or willful misconduct by InfoSend arising under this Agreement, excepting only those claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from or caused by Client's sole negligence or willful misconduct..

Notwithstanding the foregoing, InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the maximum insurance coverage available under Section 10.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of Texas without regard to the choice or conflicts of law provisions of any jurisdiction. Venue for the enforcement of the provisions of this Agreement shall lie in Tarrant County, Texas.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative

purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend's standard materials; and,

- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

Agreement is entered into by and between:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:


By:  _____
Name: Russ Rezak
Title: President
Date: 9/19/2023

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Mansfield, Texas (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- Upon request, InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins.

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

Not Applicable at time of Execution

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Mansfield (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees once every twelve (12) months, on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead, not to exceed the Consumer Price Index (CPI) for the State of Texas for such services. The Client will be notified, in writing, at least ninety (90) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper. An extraordinary increase shall deem to occur whenever InfoSend’s cost for paper, form, and envelopes increase thirty percent (30%) or more since the commencement of this Agreement.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> Approximately 20,000 including statements and notices
<u>Number of Batches Monthly</u> Weekly

Section 3. DPPM Fees:

Document Production Summary	
Statements and Notices All Document Types: One 8.5” x 11” page, up to full color over black duplex (4/1), including InfoSend standard envelopes. Pricing reflects and estimated volume of 20,000 documents including notices a month, with weekly billing runs per month.	\$0.112 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:00PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived Install)
Setup Fee – Data Only Input Files	\$0.00 (Waived Install)
Document Re-Design Fee	\$0.00 (Included during initial Install)
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 4/1 Ink	\$0.044
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.044 for up to 4/1 printing \$0.055 for 4/4 printing
Inline Insert Print Fee*	\$0.044 Black printing \$0.055 Color printing
Batch Fee (per mailing batch under 150 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.30
Address Updates – per “hit” (address that gets updated)	\$0.28 NCOA \$0.28 ACS
<p>*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.</p> <p>The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.</p>	

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

Email eBilling Service	
Per Email Fee Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by City.	\$0.065
Monthly Support Fee Per month fee to support the Email eBilling Service.	\$25

Email eBilling Service Initial Set-up Cost Please note: Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Quoted implementation timeline begins upon approval of the SOW. City can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.	\$300 - one time set up fee (Waived if installed concurrently with DPPM)
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Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.017 - For 24 Months of Retention \$0.024 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.01 per image InfoSend Batch File \$0.013 per image Custom File Format
Professional Services Rate (per hour)	\$125.00
Returned Mail Handling	\$0.30 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

****Additional Insert 8.5 x 3.67; Full color 2-sided; Quantity 20,000**

\$0.046 per item**

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

20,000 mail pieces per month x \$0.498 x 1 = \$9,960.00

The postage deposit is subject to annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client. There will be no more than one adjustment requested per year, if at all.

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Mansfield, Texas (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$125.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5610

Agenda Date: 9/25/2023

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 Phase I of an ADA Transition Plan for Parks and Recreation Facilities; 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 Adoption of ADA Transition Plan

Recommendation

Adoption of ADA Transition Plan

Description/History

The City of Mansfield is committed to city-wide compliance of the Americans with Disabilities Act (ADA). On November 1, 2022, the city executed an agreement with Accessology Too, LLC to prepare phase one of a Self-Evaluation and Transition Plan for the Parks and Recreation Department. The project consisted of an evaluation of all city-owned parks and their associated facilities, buildings, and amenities. Each facility was evaluated, including associated parking lots/paths of travel, sidewalks, trails, and amenities as well as documented public concerns for any facility in the scope.

The City of Mansfield is obligated to observe all requirements of Title I of the ADA in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation
- Development of an ADA complaint procedure
- Designation of at least one person who is responsible for overseeing Title II compliance
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process.

The attached document describes the process developed to complete the evaluation of the City

of Mansfield's Parks and Recreation Department including the associated facilities and provides possible solutions to remove physical barriers. Additionally, this Transition Plan document is designed for the later inclusion of additional facility evaluations, including public rights-of way and programs, services and activities that were not included in this phase. This information will guide the planning and implementation of necessary program and facility modifications over the next 20 years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of facilities to accommodate all its citizenry. The MPFDC Board of Directors approved the adoption of phase one of the plan at their regular meeting on September 21, 2023.

Justification

An adopted ADA Transition Plan will become an integral component in the overall planning and implementation of the current and future Parks, Recreation, Open Space and Trails Master Plans. In addition, this plan is a requirement in the accreditation process in which the Parks and Recreation Department has been working to achieve over the past two years.

Funding Source

N/A

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 ADOPTING PHASE I OF AN ADA TRANSITION PLAN FOR PARKS AND RECREATION FACILITIES; FINDING THAT THE MEETING IN 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, the City is committed to city-wide compliance of the Americans with Disabilities Act (ADA); and,

WHEREAS, the City executed an agreement with Accessology Too, LLC to prepare phase one of an ADA Self-Evaluation and Transition Plan for the Parks and Recreation Department; and,

WHEREAS, the completed ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of facilities to accommodate all its citizenry; and,

WHEREAS, the Mansfield Park Facilities Development Corporation voted to adopt phase one of the plan at their September 21, 2023 meeting.

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.

Phase one of an ADA Self-Evaluation and Transition Plan for parks and recreation facilities is hereby adopted.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public 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.

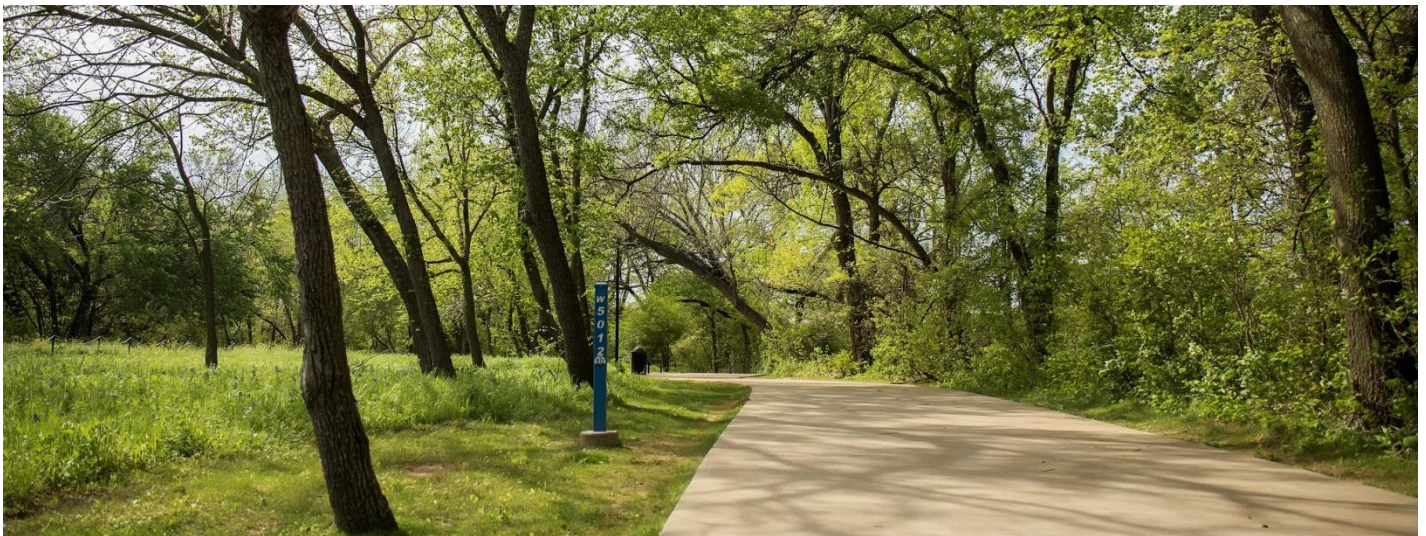
**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

City of Mansfield ADA Self-Evaluation and Transition Plan



September 2023



ACCESSOLOGY

Prepared by Accessology Too, LLC

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Appendix A:	Facility Reports
Appendix B:	Sample Action Log

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Table 1:	Summary of Parks/Facilities Reviewed
Table 2:	Identified Issues & Possible Solutions
Table 3:	Prioritization Factors for Buildings/Parks

Abbreviations

ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
CART	Computer-aided Real-time Transcription
CFR	Code of Federal Regulations
CIP	Capital Improvement Projects
DOJ	United States Department of Justice
EITA	Electronic and Information Technology Accessibility
FHWA	Federal Highway Administration
MUTCD	Manual on Uniform Traffic Control Devices
PROWAG	Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
PSA	Program, Services, and Activities
TTY	Teletypewriter
VRI	Video Remote Interpreting
VIS	Video Interpreting Services
WAVE	Web Accessibility Evaluation Tool

1.0 Introduction

1.1 Legislative Mandate

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services and activities (PSAs) of public entities provide equal access for individuals with disabilities.

The City of Mansfield is beginning this process by evaluating the Parks and Recreation Department as the first phase.

1.2 ADA Self-Evaluation and Transition Plan Development Requirements and Process

The City of Mansfield is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of the City of Mansfield's Parks and Recreation Department including the associated facilities and provides possible solutions to remove physical barriers. Additionally, this Transition Plan document is designed for the later inclusion of additional facility evaluations, including public rights-of way and Programs, Services and Activities that were not included in this phase. This information will guide the planning and implementation of necessary program and facility modifications over the next 20 years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of facilities to accommodate all its citizenry.

1.3 Discrimination and Accessibility

Program accessibility means that, when viewed in its entirety, each program is readily accessible to and usable by individuals with disabilities. Program accessibility is necessary not only for individuals with mobility needs, but also for individuals with sensory and cognitive disabilities.

Accessibility applies to all aspects of a program or service, including but not limited to physical access, advertisement, orientation, eligibility, participation, testing or evaluation, provision of auxiliary aids, transportation, policies, and communication.

The following are examples of elements that should be evaluated for barriers to accessibility:

1.3.1 *Physical Barriers*

- Parking
- Path of travel to, throughout, and between buildings and amenities
- Doors
- Service counters
- Restrooms
- Drinking fountains
- Public telephones
- Path of travel along sidewalk corridors within the public rights-of-way
- Access to pedestrian equipment at signalized intersections

1.3.2 *Programmatic Barriers*

- Building signage
- Customer communication and interaction
- Non-compliant sidewalks or curb ramps
- Emergency notifications, alarms, and visible signals
- Participation opportunities for City sponsored events

1.3.3 *Ongoing Accessibility Improvements*

City parks and facilities evaluated during the Self-Evaluation will continue to be evaluated on an ongoing basis, and the ADA Transition Plan will be revised to account for changes that have been or will be completed since the initial Self-Evaluation. This Plan will be posted on the City's website for review and consideration by the public.

1.3.4 *City of Mansfield's Approach*

The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Mansfield's Parks and Recreation Department within a reasonable timeframe. The City's elected officials and staff believe that accommodating persons with disabilities is essential to good customer service, ensures the quality of life Mansfield residents seek to enjoy, and guides future improvements. This Plan has been prepared after careful study of all the City's parks and their related facilities.

The City of Mansfield should also make reasonable modification to their Program, Services and Activities (PSAs) when the modifications are necessary to avoid discrimination based on disability, unless the City can demonstrate that making the modifications will fundamentally alter the nature of the program, service, or activity. The evaluation of the City PSAs was not part of this phase but will be completed in another phase of this plan. The City of Mansfield will not place surcharges on individuals with disabilities to cover the cost involved in providing accessibility or modifications to existing programs.

The City of Mansfield has evaluated each park property for physical compliance with all aspects of the ADA. Each park report and all related details are located in Appendix A of this report.

2.0 Public Outreach

The City of Mansfield has not yet developed their public outreach program but is aware of the requirement and will be adding this to an upcoming project phase. They will begin the planning process to receive feedback on any concerns related to accessibility. In addition, the City will contact local disability organizations to form an ADA Advisory Committee and host the ADA Advisory Committee meetings. The City of Mansfield will continue to solicit feedback from the public on the Transition Plan as it's further developed.

2.1 Public Access Survey

As part of a future phase, the City will develop a web survey open to the public.

2.2 Web Map

The City will also develop an online map to allow the public to identify specific locations where they experience issues related to accessibility, safety, connectivity, or suggestions for accessibility improvements that are needed in Mansfield.

Both will remain online through the end of 2030 and serve as a tool to solicit feedback from the public on the Transition Plan.

3.0 Self-Evaluation and Summary of Findings

The City of Mansfield's Parks and Recreation Department ADA Transition Plan will also reflect the results of a comprehensive review of the PSAs provided to employees and the public and evaluated in a future phase. The review will identify programmatic barriers to individuals with disabilities interested in participating in any of the PSAs offered by the Mansfield Parks and Recreation Department.

3.1 Programs, Services, and Activities Review

Under the ADA, the City of Mansfield is required to complete a Self-Evaluation of the City's facilities, programs, policies, and practices. The Self-Evaluation identifies and provides possible solutions to those policies and practices that are inconsistent with Title II requirements. To be compliant, the Self-Evaluation should consider all the City's PSAs, as well as the policies and practices the City uses to implement its various programs and services. For this phase, only a limited number of PSAs were evaluated. Additional PSAs will be evaluated in a later phase.

To comply with requirements of the plan, the Parks and Recreation Department must take corrective measures to achieve program accessibility through several methods, including, but not limited to:

- (1) Relocation of programs to accessible facilities;
- (2) Modifications to existing programs so they are offered in an accessible manner;
- (3) Structural methods such as altering an existing facility;
- (4) Policy modifications to ensure nondiscrimination; and
- (5) Auxiliary aids provided to produce effective communication.

When choosing a method of providing program access, the Mansfield Parks and Recreation Department should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

PSAs offered by the Mansfield Parks and Recreation Department to the public must be accessible. Accessibility applies to all aspects of a program, services, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

However, the Mansfield Parks and Recreation Department does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination can only be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the Director of the Mansfield Parks and Recreation Department or his/her designee and must be accompanied by a written statement detailing the reasons for reaching the determination.

The determination of undue burden must be based on an evaluation of all resources available for use. If a barrier removal action is judged unduly burdensome, the City must consider all other options for providing access that will ensure that individuals with disabilities receive the benefits and services of the program or activity. This process must be fully documented.

3.1.1 *Interactive Survey Process*

The interactive survey process was not conducted as part of the evaluation of programs, services, and activities (PSAs) for this phase.

Mansfield Parks and Recreation Department: Programs, Services and Activities

Although the City of Mansfield Parks and Recreation Department has not fully evaluated the Programs, Services and Activities as part of this phase of their Self-Evaluation, the following documents were evaluated and altered as necessary as part of the first phase scope:

- The City of Mansfield Alternate Format policy was reviewed and updated.
- The Department's Reasonable Modification form was reviewed.
- The Department does not have a consistent City-wide non-discrimination statement, although the current non-discrimination statement for the Parks and Recreation Department was revised as part of this phase.

Parks and Recreation Department

Self-Evaluation Observations

1. The Department currently defers to the City for ADA grievances for Title I. However, the Department has an ADA grievance policy and procedure, with an appeals process in place for Title II, but no form is provided.
2. The Department currently defers to the City for reasonable accommodation policy, procedure, and form for Title I. However, the Department has a reasonable modification policy, procedure, and form in place for Title II.
3. The Department does not currently have an out-of-order policy and procedure or guidelines in place.
4. The Department has a Park Services and Operations Handbook that provides maintenance standards, policies, procedures and guidelines for managing City assets. This handbook was not evaluated as part of this phase.
5. The Department does not currently have guidelines in place regarding special events to address ADA compliance.

Possible Solutions

1. For the Department ADA grievance policy, procedures, and form with appeals process for Title I and Title II, see **Section 3.1.5 ADA Grievance Policy, Procedure, and Form with Appeals Process**. The Parks and Recreation Department has a Title I procedure in place but does not offer a form online. The addition of a form on the ADA Compliance page is advised.
2. For the Department reasonable accommodation policy, procedures, and form for Title I and Title II, see **Section 3.1.6 Reasonable Accommodation and Modification Request Policy, Procedure, and Request Form**. The consultant team suggests providing information to Parks and Recreation employees about the City's "Reasonable Accommodation" process, generally found in the Employee Handbook. Additionally, a "Reasonable Modification" form should be added to the ADA Compliance web page, so the public has a way of notifying the Department of a request for a modification to a program, service or activity offered.
3. The Department should develop an out-of-order policy and procedure or guidelines to assist City staff in ensuring that ADA elements are repaired and in working condition in a timely manner. While this policy and procedure or guidance is not a specific ADA requirement, as a

Title II entity, the City is obligated to ensure all ADA elements are in working order and are readily accessible. This policy and procedure or guidelines provide guidance to employees and the tools needed to ensure ADA compliance.

4. The Department should continue reviewing its adopted Park Services and Operations Handbook annually to assist City staff in maintaining ADA elements in ADA compliance. While this policy and procedure or guidance is not a specific ADA requirement, as a Title II entity, the City is obligated to ensure all ADA elements are maintained in an accessible manner and are readily accessible.
5. The Department should develop ADA-specific guidelines for special events. While these guidelines are not a specific ADA requirement, the City is obligated to provide equal access to programs, services, and activities. These guidelines would provide guidance to employees and provide the tools needed to ensure ADA compliance.

Additional Observations

1. Department staff should attend annual ADA-specific training regarding Title I and Title II. This training should include policies and procedures developed from this transition plan process and employee rights and obligations under the ADA. While training is not a specific ADA requirement, as a Title II entity, the City is obligated to provide equal access to programs, services, and activities. Furthermore, this training would provide individuals with the tools needed to ensure ADA compliance.

As described in section 4.0, training was provided to Parks and Recreation staff as part of this phase of the project.

2. The City should develop a City-wide alternate format policy and procedure for providing access to existing public records.
3. The City should develop a City-wide Non-Discrimination Statement Policy.
4. The City should develop and maintain logs regarding ADA complaints and requests for accommodations/modifications that include an internal complaint number, details about the complaint, and details regarding the resolution.
5. The City should develop and use guidance to include language within Department contracts and agreements that clarify the City's obligations and responsibilities under the ADA and lay out a third party's responsibility.

Boards, Commissions, Committees, and Councils Review

The evaluation of the City Boards, Commissions, Committees and Councils was not included in this phase of the evaluation.

Additional City Departments

Additional PSA evaluations will need to be completed for all departments in the City of Mansfield. This includes:

Animal Care and Control	Financial Services	Neighborhood Services
Building Safety	Fire	Planning
Communications and Outreach	Geographic Information Systems	Police
Convention and Visitors Bureau	Historical Services	Public Records and Transparency
Economic Development	Human Resources	Public Works
Emergency Management	Jail	Regulatory Compliance
Engineering	Library	Street Operations
Environmental Services	Municipal Court	Water Utilities

3.1.2 *ADA/504 Coordinator(s) (Title I / Title II)*

Under the ADA Title II, when a public entity has 50 or more employees based on an entity-wide employee total count, the entity is required to designate at least one (1) qualified responsible employee to coordinate compliance with ADA requirements. The name, office address, and telephone number of this individual must be available and advertised to employees and the public. This allows for someone to assist with questions and concerns regarding disability discrimination to be easily identified.

Self-Evaluation Observations

The City of Mansfield has appointed Amanda Alms as ADA/504 Coordinator Parks & Recreation. Below is her contact information. However, this information is not consistently published on the City's website or in other City documents. On the Parks and Recreation page, Amanda Alms is listed as the person a grievance should go to, but she does not have the Title of ADA Coordinator. Sarah Speer is listed on the site as the person an appeal would go to, but she also is not listed as the ADA Coordinator. Listed below is what is on the ADA Page for the Parks and Recreation Department.

Title II:

Amanda Alms, Assistant Director of Parks & Recreation
1164 Matlock Road
Mansfield, TX 76063
(817) 728-3395
amanda.alms@mansfieldtexas.gov

Possible Solutions

- The ADA/504 Coordinator(s) information should be prominently displayed in common areas that are accessible to all employees and areas open to the public. Also, the ADA/504 Coordinator(s) contact information must be included in all information that is distributed by the City. If there is a City-wide ADA Coordinator appointed for the entire City, then that person's information should be included in this document and in all public-facing points of communication. This includes posting this information on the website.
- All other observations need to be addressed in a future phase of the ADA Transition Plan development.

3.1.3 *Roles and Responsibilities of the ADA/504 Coordinator(s)*

Below is a list of qualifications for ADA/504 Coordinator(s) that are recommended by U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees;
- Knowledge of the ADA and other laws addressing the rights of people with disabilities, such as Section 504 of the Rehabilitation Act;
- Experience with people with a broad range of disabilities;
- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks;
- Ability to work cooperatively with local entities and people with disabilities;
- Familiarity with any local disability advocacy groups or other disability groups;
- Skills and training in negotiation and mediation; and
- Organizational and analytical skills.

Self-Evaluation Observations

- No information regarding the roles and responsibilities of the ADA/504 Coordinator(s) was provided.

Possible Solutions

- The City should document the roles and responsibilities of the ADA/504 Coordinator(s), then determine how the City would like to see this role, especially through the remediation phase.
- The City should add use the Title “ADA/504 Coordinator” for the person named City-wide.

3.1.4 ADA Liaison Committee

The ADA Liaison Committee should be comprised of representatives from each City department, including Mansfield Parks and Recreation. These individuals will work closely with the ADA/504 Coordinator to resolve issues regarding the needs of their department and the programs under their management. The ADA/504 Coordinator works closely with each of the ADA Liaison Committee members to coordinate the implementation of plans, programs, policies, and procedures.

Since the first phase was only for the Mansfield Parks and Recreation Department, this committee has not been established and Amanda Alms is the named ADA Coordinator for this Department.

Self-Evaluation Observations

- The City of Mansfield has not established an ADA Liaison Committee at this time.

Possible Solutions

- The City’s ADA Liaison Committee should be comprised of a representative from each City department and should meet periodically to ensure that the City is practicing good faith efforts to achieve ADA compliance in all departments. The committee representatives should be tasked with serving as the ADA contact for their department and will consult with the ADA/504 Coordinator regarding all ADA issues impacting their department.
- The ADA Coordinator should develop a process to log all ADA complaints and modifications/accommodations and be responsible for keeping a detailed log for all ADA inquiries within their department. This log should be shared with the ADA/504 Coordinator and be retained for at least three (3) years.
- The ADA Liaison Committee information should be publicized in common areas that are accessible to employees and areas open to the public, such as the City’s website and internal bulletin boards. While this is not a specific ADA requirement, this information would not only assist the ADA/504 Coordinator in ensuring ADA compliance but would also assist staff in contacting a specific division liaison for ADA guidance.

3.1.5 *ADA Grievance Policies, Procedures, and Forms with Appeals Process*

Title I

Title I of the ADA prohibits private employers, state and local governments, employment agencies, and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment. The ADA covers employers with 15 or more employees based on an entity-wide employee total count, including state and local governments.

The purpose of the ADA grievance procedure is to provide a mechanism for the resolution of discrimination issues at the City level, rather than require the complainant to resort to resolution at the federal level.

Self-Evaluation Observations

- The Title I grievance procedure was not part of this phase.

Title II

Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA.

Self-Evaluation Observations

- An ADA grievance policy, procedure, with appeals process for Title II is provided on the City of Mansfield Parks and Recreation Department and ADA Compliance page, but there is no form for people to use to make the submittal.
- The Mansfield Parks and Recreation Department should maintain an ADA complaint log. This log shall be confidential and should include an internal complaint number, details about the complaint, and specifics regarding the resolution.

Section 508 of the Rehabilitation Act

Section 508 of the Rehabilitation Act of 1973 requires that all electronic and information technologies developed and used by any federal government agency must be accessible to individuals with disabilities. This includes websites, video and audiotapes, electronic books, televised programs, and other such media. Individuals with disabilities may still have to use special hardware and/or software to access the resources. This law pertains to the federal government. However, each state can adopt these regulations for state use. The State of Texas has officially adopted these technology requirements. The City of Mansfield should utilize the State's stance on websites and other digital media policies and procedures.

3.1.6 *Reasonable Accommodation/Modification Request Policy, Procedure, and Request Form*

Title I

The reasonable accommodation request process plays a very important role when ensuring that the City of Mansfield Parks and Recreation Department does not discriminate based on disability. A reasonable accommodation is any modification to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace.

This was not evaluated as part of the Phase 1 scope of work but will need to be completed on a City-wide basis during a future phase.

Title II

The reasonable modification request process allows an individual from the public to request a modification that will provide equal access to any City of Mansfield Parks and Recreation Department program, service, and/or activity. A public entity must reasonably modify its policies, practices, or procedures to avoid discrimination unless the modification will fundamentally alter the nature of its program, services, or activity.

The “Reasonable Modification” process was not evaluated under Phase 1 of this process. It will need to be completed on a City-wide basis during a future phase.

3.1.7 Service Animal Guidance

City-wide Service Animal Guidance and policy was not part of the scope for this phase of the evaluation process. Mansfield Parks and Recreation does have a departmental policy that was reviewed and commented on and can be found in the Appendix. Determination of a City-wide policy and consistency will be evaluated under the full PSA evaluation process in a future phase.

Possible Solutions

- The City of Mansfield Parks and Recreation Department should work with other Departments to develop a consistent City-wide policy for staff to reference when responding to requests for service animals as reasonable accommodations or modifications for applicants, employees, and the public. Eventually, each City department should integrate this policy into their department-specific standard operating procedures for consistency throughout the City.
- In doing so, this policy and procedure should also be customized to fit each department's situations and provide guidance as to when a service animal is an effective reasonable accommodation or modification.

3.1.8 Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entities' PSAs. This notice is required to include information regarding Title II of the ADA and how it applies to the PSAs of the public entity. Publishing and publicizing the ADA notice is not a one-time requirement. State and local government entities should provide the information on an ongoing basis, whenever necessary.

Self-Evaluation Observations

- This notice was not evaluated as part of the Phase 1 scope. However, it was noted that the Public Notice is also not on the ADA Compliance Plan page.

Possible Solutions

- The City's public notice should be prominent and easy to find on the ADA Compliance page.

3.1.9 *Non-Discrimination Language*

All public entities must ensure that no qualified individuals with disabilities be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, service, or activity administered by that entity.

Public entities should develop the following:

A. Non-Discrimination Statement Policy

This policy documents the requirement to include a non-discrimination statement in any City publication or document distributed to employees or to the public.

Self-Evaluation Observations

- Evaluation of the Non-Discrimination Policy was not part of this phase.

Possible Solutions

- The City should develop a consistent City-wide non-discrimination statement for Title I - employment activities and Title II - programs, services, and activities administered by the City.
- The City should incorporate both non-discrimination statements into a stand-alone policy that provides guidance to City staff on the application of non-discrimination statements for Title I and Title II. This policy should be accessible to all employees and used in City materials that are distributed by the City.

B. Non-Discrimination Contract Clause

This clause documents the requirement to include a non-discrimination clause in all funding agreements that the City employs to pass federal funds to other agencies, entities, or municipalities, but not contractors.

Self-Evaluation Observations

- No information regarding a non-discrimination contract clause was evaluated as part of this phase.

Possible Solutions

- The City should develop a consistent non-discrimination contract clause.
- The City should develop staff guidance regarding the application of a non-discrimination contract clause. This policy would only be accessible to applicable City staff who may initiate federally funded contracts or any joint use agreements with other entities.

C. Non-Discrimination Language for Contracts, Agreements, and Waivers

This language clarifies ADA obligations for both parties.

Self-Evaluation Observations

- No contracts, agreements or waivers were evaluated as part of Phase 1 scope.

3.1.10 Responsibility/Acceptance Disclaimer for other Entities' Links, Forms, Documents, and Videos

Under the ADA, a public entity is responsible for providing ADA accessible alternate formats, including any documents or information that is distributed by the City of Mansfield Parks and Recreation Department but obtained from another entity. For example, if there is a link to an external site on City's website that leads to additional information. However, it may not be feasible for the City to obtain the original from the source to create an alternate format. Therefore, the City should add a disclaimer where external sources are referenced stating that the City of Mansfield is not responsible for ADA compliance of external content, and any requests for alternate formats of external content should be directed to the source entity.

Evaluation of this disclaimer was not completed as part of the Phase 1 scope of work.

3.1.11 Employment Practices Review

All public entities must ensure that no qualified individual with disabilities be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, service, or activity administered by that entity, including employment. Public entities must provide an equal opportunity for employment.

Evaluation of employment practices was not included in the Phase 1 scope of work.

Volunteer/Reserve/Intern Program Review: Self-Evaluation Observations

The City of Mansfield Parks and Recreation Department does have an organized volunteer program, but it was not evaluated as part of the Phase 1 scope. This is required to be evaluated in a future phase.

Job Description Review

No job descriptions were reviewed as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.12 Title II ADA/504 ADA Assurances

Every applicant for federal financial assistance shall provide a written assurance stating that all PSAs are being conducted or operated in compliance with all laws and regulations. As a recipient of federal funds, the City must include a written Title II ADA/504 Assurance in all funding agreements and joint use agreements to receive federal financial assistance. In turn, the City must require that any sub-recipient who receives federal financial assistance from the City provide an annual written Title II ADA/504 Assurance. This includes funding agreements and all joint use agreements with other agencies, entities, or municipalities.

Assurances were not reviewed as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.13 ADA Transition Plan Updates and Corrections (Title I / Title II)

Tracking ADA Transition Plan updates and corrections for Title I and Title II is important in showing progress toward barrier removal and should be done using a systematic approach to ensure all updates and corrections are documented.

No policies and procedures for ADA transition plan updates and corrections for Title I / Title II were evaluated as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.14 Previous ADA Complaints Review (Title I / Title II)

All public entities must ensure that no qualified individual with disabilities be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, service, or activity administered by that entity.

No review of previous ADA complaints from the past five (5) years were evaluated as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.15 Emergency Management Plan Review

Emergency planning and management have become increasingly important today. All community emergency plans, and emergency management teams must include the necessary information on how to properly assist citizens in the community who may have a disability. Identifying the citizens with disabilities is paramount to rescuing them. The City of Mansfield should have an Emergency Management Plan in place that details how to help citizens with disabilities in the event of a local emergency.

Disabilities manifest themselves in varying degrees, and the functional implications of the variations are important for emergency evacuation. A person may have multiple disabilities, while another may have a disability whose symptoms fluctuate. Everyone needs to have a plan to be able to evacuate a building, regardless of their physical condition.

Emergency plans were not evaluated as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.16 City Ordinance Review

City ordinances were not reviewed for consistency with current accessibility requirements and standards as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.17 Documents, Forms, and Videos Reviewed

No Documents, Forms or Videos were evaluated as part of the Phase 1 scope of work. This is required to be evaluated in a future phase.

3.1.18 *Effective Communication Guidance*

The ADA requires that all Title II entities communicate effectively with people who have communication disabilities by providing auxiliary aids and services. The goal is to ensure that communication with individuals with disabilities is equally effective as communication with people without disabilities.

Auxiliary aids and services are ways to communicate with individuals with disabilities. The type of auxiliary aids and services are assessed on a case-by-case basis. Auxiliary aids and services must be provided free of charge and provided in accessible formats, in a timely manner, and must be provided in a way that ensures individual privacy and independence. Examples of common auxiliary aids and services include, but are not limited to:

- Sign Language Interpreters
- Oral Interpreters
- Cued Speech Interpreters
- Video Remote Interpreting (VRI)
- Video Interpreting Services (VIS)
- Written materials
- Closed Captioning
- Real-time captioning
- Audio recordings
- Teletypewriters (TTYs)
- Telephone Relay Services
- Computer-aided Real-time Transcription (CART)
- Materials and displays in braille
- Large print materials
- Accessible electronic and information technology
- Assistive listening devices and systems

Auxiliary aids were not evaluated as part of the Phase 1 scope. This is required to be evaluated in a future phase.

3.1.19 *Alternate Format Policy, Procedure, and Request Form*

Under the ADA, a public entity is responsible for providing ADA accessible communications. This includes any documents or information that is distributed by the City of Mansfield. If a request for an alternate format is received, the City must have an action plan to accommodate the request. For example, the Department of Justice does not expect entities to have Braille copies of all documents; however, Braille copies are expected to be readily available. Readily available means that once a request is received, a policy and procedure is in place to make a reasonable accommodation or modification to the document or information requested. This document must be provided to the requestor in a reasonable amount of time.

No Alternate Format Policies were evaluated as part of the Phase 1 scope. This is required to be evaluated in a future phase.

3.1.20 *Wrap-Up and Conclusions*

When choosing a method of providing program access, the Mansfield Parks and Recreation Department should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

PSAs offered by the Mansfield Parks and Recreation Department to the public must be accessible. Accessibility applies to all aspects of a program, services, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication. However, the Mansfield Parks and Recreation Department does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination can only be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the Director of the Mansfield Parks and Recreation Department or his/her designee and must be accompanied by a written statement detailing the reasons for reaching the determination.

3.2 Parks and Amenities

Under the ADA, the City of Mansfield is required to complete a Transition Plan for the remediation of barriers that will take more than a year to resolve. The Transition Plan is a master plan for accessibility and identifies and provides possible solutions to those barriers found in each park facility. For this phase, only the City of Mansfield parks, facilities and their associated amenities were evaluated, and other facilities will be evaluated in future phases.

The list below indicates the list of facilities reviewed as part of this project phase. A detailed report can be found in the appendices for each park.

Table 1: Summary of Parks/Facilities Reviewed

Park/Facility Name	Rank	# of Barriers	Cost
Big League Dreams	High	63	\$ 168,337
Donald R. Barg Park	High	5	\$ 9,990
Elmer W. Oliver Nature Park	High	15	\$ 178,645
Hawaiian Falls Mansfield	High	39	\$ 136,013
James McKnight Park East	High	33	\$ 79,718
Mansfield National Golf Club	High	59	\$ 161,595
Michael L. Skinner Sports Complex	High	126	\$ 345,643
Philip Thompson Soccer Complex	High	3	\$ 27,675
The LOT Downtown	High	13	\$ 40,635
Clayton W. Chandler Park	Medium	24	\$ 41,580
FieldhouseUSA Mansfield	Medium	1	\$ 675
Harold M. Bell Park	Medium	1	\$ 2,970
James McKnight Park West	Medium	4	\$ 7,695
Katherine Rose Memorial Park	Medium	11	\$ 16,200
Lucretia & Gary Mills Park	Medium	4	\$ 25,650
Mansfield Activities Center	Medium	7	\$ 18,360
McClendon Park East	Medium	13	\$ 29,229
StarCenter Mansfield	Medium	13	\$ 22,951
Town Park	Medium	16	\$ 38,543
Walnut Creek Linear Park	Medium	10	\$ 54,675
Hardy Allmon Soccer Complex	Low	2	\$ 8,775
Julian Feild Park	Low	2	\$ 13,500
Killian Park	Low	1	\$ 2,025
Mans Best Field Dog Park	Low	1	\$ 3,375
McClendon Park West	Low	7	\$ 8,100
Piedmont Park	N/A	0	\$ 0
Pond Branch Linear Park	N/A	0	\$ 0
		473	\$1,442,554

NOTE: Costs are rounded up to the nearest dollar

Parks: Self-Evaluation Findings and Possible Solutions

Areas that were evaluated for each park included parking lots, path of travel from the parking lot to the park amenities, access into facilities, signage, drinking fountains and restrooms. A complete list of issues is provided in the facility reports (see **Appendix A**).

Below is a list of common issues and potential solutions for non-compliant areas in the parks, but not an exhaustive list. Each violation may have more than one possible solution and the City is free to develop its own list of options. Keep in mind, however, that the City's responsibility under the ADA is to provide access to the "Maximum Extent Feasible" so possible solutions should not just be the least expensive solution.

Table 2: Identified Issues and Possible Solutions

Identified Issues		Possible Solutions	
Non-Compliant Accessible Parking			
<ul style="list-style-type: none">1. The running slope (long dimension) of the accessible parking access aisle is over 2.08 percent.2. The access aisle is missing at the accessible parking stall.3. There are no van accessible parking spaces.4. The accessible parking signage is mounted below 60 inches to the bottom most character.		<ul style="list-style-type: none">1. Resurface the existing access aisle to ensure compliance with the 2.08 percent maximum requirement.2. Repaint the existing accessible parking spaces to include a fully compliant access aisle.3. Reconfigure the accessible parking to ensure each space has the proper access aisle and the proper number of van accessible space is provided.4. Raise the signage so that the bottom of the sign is a minimum of 60 inches above the ground.	
No Accessible Route			
<ul style="list-style-type: none">1. Broken concrete is causing a 1-inch change in elevation along the accessible route.2. There is a cross slope along the accessible route that goes up to 2.5 percent for a distance of about 50 feet.		<ul style="list-style-type: none">1. Alter or replace concrete to ensure there are no level changes over ¼ inch along the accessible route.2. Alter or replace the sidewalk to ensure the cross slope is no more than 2.08 percent for the entire distance of the path of travel to the sports courts.	
No Accessible Amenities			
<ul style="list-style-type: none">1. The accessible playground equipment does not provide the same experiences for children with disabilities.2. No accessible fishing dock is provided.3. There are no accessible picnic tables.		<ul style="list-style-type: none">1. The playground offers five different types of experiences for children but only three different types of experiences for children using a mobility aid. Install accessible elements that provide the experience of swinging and spinning for children in wheelchairs. Ensure each one is on an accessible route.2. The fishing dock has a level change over ½ inch to get onto the dock and does not have compliant guardrails. Alter the path of travel to the dock to ensure there is no more than ¼ inch level change. Lower 25% (cumulative) of the guardrail to 34 inches to ensure compliance with the requirements. If more than one section is lowered, each such section must be at least 30 inches wide.3. Ensure at least one picnic pavilion or area in each location where picnic tables are provided has an accessible route to it. Furthermore, ensure each accessible picnic area has at least one accessible picnic table provided.	
Non-Compliant Restroom			
<ul style="list-style-type: none">1. There is a 1.4-inch level change to get into the restrooms.2. There are no fully accessible stalls in either the men’s or women’s restrooms.3. The urinal is mounted so the rim is above 17 inches.		<ul style="list-style-type: none">1. Alter the threshold to ensure a level area to get into the restrooms.2. Reconfigure the restroom to ensure at least one fully accessible stall is provided in both the men’s and women’s restrooms.3. Lower the urinal so the rim is no higher than 17 inches above the floor or ground.	

** A more complete list of possible solutions is provided in the park facility reports (see **Appendix A**).

3.3 Prioritization

The following sections outline the prioritization factors and results of the prioritization for buildings and parks. Each facility type has a different set of parameters to establish the prioritization for improvements. These prioritization factors were taken into consideration when developing the implementation plan for the proposed improvements.

3.3.1 Prioritization Factors for Facilities

Buildings and parks were prioritized on a 12-point scale, which is defined in **Table 3**. This prioritization methodology was developed by the consultant team to aid the City in determining how the parks should be prioritized for improvements based on the severity of non-compliance with ADA.

Table 3: Prioritization Factors for Buildings/Parks

Priority	Criteria
1 (high)	Complaint known or imminent danger present
2 (high)	Element is more than twice the allowable requirement. No known complaint. and (for exterior conditions) location is near a hospital, school, transit stop, government building, or other pedestrian attractor.
3 (high)	Element is more than twice the allowable requirement. No known complaint. and (for exterior conditions) location is not near a hospital, school, transit stop, government building, or other pedestrian attractor.
4 (high)	Issues with parking or exterior conditions (DOJ level 1) – moderately out of compliance
5 (medium)	Issues with access to goods and services (DOJ level 2) – severely out of compliance
6 (medium)	Issues with: <ul style="list-style-type: none"> • Access to goods and services (DOJ level 2) – moderately out of compliance; • Parking or exterior conditions (DOJ level 1) – minimally out of compliance; or <ul style="list-style-type: none"> • Restrooms (DOJ level 3) – severely out of compliance
7 (medium)	Issues with: <ul style="list-style-type: none"> • Access to goods and services (DOJ level 2) – minimally out of compliance; • Restrooms (DOJ level 3) – moderately out of compliance; or <ul style="list-style-type: none"> • Drinking fountains or public phones (DOJ level 4 & 5) – severely out of compliance
8 (medium)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - moderately out of compliance
9 (low)	Issues with restrooms (DOJ level 3) – minimally out of compliance
10 (low)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - minimally out of compliance
11 (low)	<ul style="list-style-type: none"> • Client is a Title II agency; and <ul style="list-style-type: none"> • Elements out of compliance but may be able to be handled programmatically or do not need to be handled unless or until the agency hires a person with a disability.
12 (low)	Element is fully compliant with an older standard (safe-harbored) but will need to be brought into compliance with current standards if altered

4.0 Staff Training

Training was provided to City Parks and Recreation staff to address some of the issues identified in the Self-Evaluation and specific ADA Park and Recreation information. The following training sessions were provided by the Consultant Team:

- August 29, 2023 – Accessible Recreational Facilities – 2.5 hours
- August 29, 2023 – Maintaining Access – 2.5 hours
- September 6, 2023 – Customer Contact Overview - 3 hours

Descriptions of each training course are provided below:

Accessible Recreational Facilities

A park can be almost anything. It can be as small as a green space or as large as a theme park. But regardless of its size, it is required to be accessible, and accessibility can be challenging. This class is designed to highlight the nuances parks may have and detail the requirements for accessibility. Whether the park has water features, sporting options, hike/bike trails, or amusement rides, accessibility will be needed to serve all patrons.

Number of City Staff in Attendance: 13

Maintaining Access

The law requires entities to maintain accessible features and maintenance staff are on the front lines in achieving access compliance. Staff will learn to identify problem areas, such as moving furniture, repairs, and landscaping issues, before they become hazards and know how to mitigate them. Taking into consideration that staff often have limited resources, the training will focus on increasing the knowledge of requirements and liabilities instead of augmenting staff or increasing budgets.

Number City Staff in Attendance: 13

Customer Contact Overview

This training provides an overview of the access criteria and requirements mandated for state and local government staff interacting with the public, and best practices for sensitive and respectful interactions. Communication topics include correct language and etiquette, appropriate use of terminology, and dealing with service animals in public places. The training concludes with a brief overview of maintaining accessibility for people with disabilities.

Number of City Staff in Attendance: 14

5.0 Conclusion

This document serves as the Americans with Disabilities Act (ADA) Transition Plan for the City of Mansfield, Texas. In developing the Transition Plan, programs, services, and activities were not reviewed for compliance with ADA guidelines and no City-owned facilities were evaluated other than Park-related building within the scope of this phase.

The recommended improvements were prioritized, and an implementation plan was developed to provide guidance for the City's improvement projects in the coming years. Public outreach was not part of this phase but will be included in future phases to complete this plan.

The City is taking the actions referenced and will continue to look for and remedy barriers to access to ensure that Mansfield citizens who are disabled are given access to all the City has to offer.

To confirm follow-up on corrective actions required under the Transition Plan, the City will institute an ADA Action Log, documenting its efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. After the adoption of the Transition Plan by the governing body of the City, the ADA Action Log will be updated on an annual basis.

The ADA Action Log should be available upon request. See example of ADA Action Log provided in **Appendix B**.

Appendix

Appendix A: Facility Reports

Park Reports

Appendix B: Sample Action Log



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5611

Agenda Date: 9/25/2023

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 Home Run Construction LLC of Italy, Texas in an Amount Not to Exceed \$1,519,130.02 for Construction of a New Parking Lot and Drive 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, General Obligation Bonds, 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 1A has been determined. It includes the realigned pedestrian and vehicular access and parking areas, while maintaining the essence of the original park setting.

The project was advertised for bid on August 23rd and 30th. The bid opening was held on September 12th, with five firms submitting bids. Following review of project experience and reference checks, staff is recommending an award to Home Run Construction LLC in the amount of \$1,519,130.02. The bid tab is attached. The MPFDC Board of Directors approved the construction contract award at their regular meeting on September 21, 2023.

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, General Obligation Bonds

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 AWARDING A CONSTRUCTION CONTRACT TO HOME RUN CONSTRUCTION LLC OF ITALY, TEXAS IN AN AMOUNT NOT TO EXCEED \$1,519,130.02 FOR CONSTRUCTION OF A NEW PARKING LOT AND DRIVE AT KATHERINE ROSE MEMORIAL PARK; 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, GENERAL OBLIGATION BONDS, 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, funding for this contract is available from the American Rescue Plan Act, General Obligation Bonds, and the MPFDC Fund; and,

WHEREAS, the MPFDC voted to approve the construction contract at their September 21, 2023 meeting.

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 construction contract with Home Run Construction LLC in an amount not to exceed One Million Five Hundred Nineteen Thousand One Hundred Thirty and 02/100 dollars (\$1,519,130.02) for construction of a new parking lot and drive at Katherine Rose Memorial Park is hereby approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2023-2301-01-04

Project: 2023-2301-01-04 Katherine Rose Park Phase 1a Improvements - Roadway and Parking

Date: 09/12/2023 @ 2:00 p.m.

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Cole Construction Inc.		<input checked="" type="checkbox"/> Yes	\$2,333,152.30	Received on 9/12/23 at 10:40 a.m. by KB
10315 Alta Vista Road		<input type="checkbox"/> No		
Keller, TX 76244				
Homerun Construction LLC		<input checked="" type="checkbox"/> Yes	\$1,519,130.02	Received on 9/12/23 at 1:24 p.m. by KB
PO Box 1479		<input type="checkbox"/> No		
Midlothian, TX 76065				
2L Construction LLC		<input checked="" type="checkbox"/> Yes	\$1,946,830.00	Received on 9/12/23 at 1:33 p.m. by KB
PO Box 397		<input type="checkbox"/> No		
Rhome, TX 76078				
J.B. & Co. LLC		<input checked="" type="checkbox"/> Yes	\$1,969,247.60	Received on 9/12/23 at 1:44 p.m. by KB
2626 Cole Ave., Ste #300		<input type="checkbox"/> No		
Dallas, TX 75204				
Northstar Construction, LLC		<input checked="" type="checkbox"/> Yes	\$1,789,977.00	Received on 9/12/23 at 1:49 p.m. by KB
2112 Solona Street		<input type="checkbox"/> No		
Fort Worth, TX 76117				



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5612

Agenda Date: 9/25/2023

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 Between the City of Mansfield, Texas and Westwood Professional Services, Inc., in an Amount Not to Exceed \$61,800 for Landscape Architecture Services for McClendon Park East Playground and Nature 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 (MPFDC Fund)

Requested Action

Consider and Approve a Resolution to Approve Professional Services Contract

Recommendation

Approve Resolution

Description/History

McClendon Park East was constructed in 1994 with assistance from Texas Parks and Wildlife and is connected to McClendon Park West by an unimproved, natural trail. The park is comprised of one lighted baseball field, a concession/restroom building, a pavilion and small playground area. With growing surrounding residential development, these parks are seeing more public use and in need of general improvements.

The professional services proposal from Westwood Professional Services, Inc. is attached, including design services to replace the 29-year-old playground and develop an accessible nature trail connecting McClendon Parks East and West. After review and discussion with Westwood, staff is proposing to execute the agreement including all basic services listed in Exhibit B totaling \$61,800. The special services in the remaining tasks of their proposal are not recommended for inclusion at this time. Funding for this phase of the project is included in the FY2023-2024 MPFDC budget. The MPFDC Board of Directors approved the professional services contract at their regular meeting on September 21, 2023.

Justification

The project will provide new and improved park amenities for residents in the southwest quadrant of the city as indicated by the master plan.

Funding Source

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 APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TEXAS AND WESTWOOD PROFESSIONAL SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$61,800 FOR LANDSCAPE ARCHITECTURE SERVICES FOR MCCLENDON PARK EAST PLAYGROUND AND NATURE TRAIL; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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 October 2020; and,

WHEREAS, the City Council and MPFDC determined that constructing these improvements at McClendon Park East will fulfill the need as indicated in the Master Plan; and,

WHEREAS, funding for this contract is available from the MPFDC Fund; and,

WHEREAS, the MPFDC voted to approve the professional services contract at their September 21, 2023 board meeting.

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 professional services contract with Westwood Professional Services, Inc. in an amount not to exceed Sixty-One Thousand Eight Hundred and no/100 dollars (\$61,800) for landscape architecture services at McClendon Park East is hereby approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Mr. Garrett Smith
Park Project Manager
CITY OF MANSFIELD
1200 East Broad Street
Mansfield, Texas 76063

Re: Professional Landscape Architecture Services
McCLENDON PARK EAST - 2023
Mansfield, Tarrant County, Texas

Dear Mr. Smith:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Site Exhibit

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/aew
0039360.01R2

EXHIBIT 'A' – SCOPE OF SERVICES

McCLENDON PARK EAST - 2023

PROJECT DESCRIPTION:

It is our understanding the project includes renovations to an existing park facility consisting of a new playground (5-12 unit) and shade structure, seating area with pavilion on +/- 0.55 acre of land located at 740 West Kimball Street in Mansfield, Texas. And renovation of an existing soft surface trail that connects McClendon Parks East & West. (PROJECT).

BASIC SERVICES:

Assumptions & Exclusions

Below are shown the assumptions and qualifiers for the scope of work found herein.

1. Assumptions:

- Area of work is as shown in "Exhibit D" attached.
- The total project budget is \$600,000.00.
- Westwood will provide subconsultants, if requested, for Electrical Engineering and Structural Engineering support.
- It is Westwood's understanding that H&H Studies and/or coordination with the flood plain manager will be handled by the city. If services should be requested, they can be provided for an additional service.

2. Based on our understanding of the project, the following exclusions apply:

- Presentations, documents, or plans required for "Special Exceptions", Variances or Zoning changes required by the architectural or civil design solutions chosen by the City.
- Topographical survey of the site, or field identification or location of trees. The landscape architect assumes that the survey provided by the City will have the pertinent information.
- Environmental investigations, permitting services or cultural resource investigations and reports. These will be provided by the City.
- Any required off-site utilities or franchise utility design/coordination.
- Geo-technical report. It is assumed that any minor structures and their structural footings will be conservatively designed based on visual field investigation.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Modifications to the floodway with associated permitting.

EXHIBIT A to Agreement between the
City of Mansfield, Texas ("Client") and
Westwood Professional Services, Inc.,
("Westwood") for Consulting Services

- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
 - Platting services.
 - Site Lighting.
- A. Project Management
Staff from Westwood will attend meetings and/or presentations and coordinate with other team members and the owner during the design phase. Plans will be submitted as outlined for Owner review.
1. Included in this item:
- Team coordination meetings during the design phase of the project as follows:
 - Up to two (2) plan review meetings with the client at the 60% and 90% submittals.
 - Official plan review submittals as follows:
 - One (1) Conceptual Plan review submittal.
 - One (1) 60% plan review submittal.
 - One (1) 90% plan review submittal.
 - One (1) "For Bid/Permit" submittal.
 - One (1) "For Construction" submittal.
- B. Conceptual Plan Phase – Park Facilities
Westwood will provide a conceptual plan for the new Park Facility program elements and structures and assist in determining improvement that meet the budget set forth.
1. Included in this item:
- Two (2) conceptual options in draft format for review by City.
 - Color plan graphic of selected conceptual option.
 - Opinion of Probable Construction Cost
- C. Full Landscape Architecture Plan Services – Park Facilities
Westwood will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, shade structures and seat walls/retaining walls less than 36" in height.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape/amenities, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.
- Coordination with Structural Engineer related to retaining wall footings, if requested.

D. Conceptual Plan Phase – Soft Surface Trail

Westwood will provide a conceptual plan for the 8' wide soft surface trail and assist in determining improvements that meet the budget set forth. It is assumed that the majority of the new trail will follow the same path as the existing and one creek crossing will be needed.

1. Included in this item:

- Two (2) conceptual options in draft format for review by City.
- Color plan graphic of selected conceptual option.
- Opinion of Probable Construction Cost

E. Full Landscape Architecture Plan Services - Soft Surface Trail

Westwood will provide a Landscape Architecture Design services for a soft surface trail that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, pedestrian handrails, ramps, mow curbs, landscape plantings, retaining walls less than 36" in height.

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Construction Documents: Plans to include tree protection/mitigation, layout, grading and drainage, erosion control plan, hardscape and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans, through NCTCOG standard specifications, City specifications, or Master-Spec supplemental documents as required.

- F. TAS/TDLR Coordination
Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.
1. Included in this item:
 - One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
 2. Not included in this item:
 - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
 - Site visits with the RAS for site inspection.
 - Fees for the review and inspection will be submitted as a reimbursable expense.

SPECIAL SERVICES:

- G. Structural Plan
Westwood will contract with a sub-consultant for the design of the structural components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.
- H. Electrical Engineering Plan
Westwood will contract with a sub-consultant for the design of the electrical components for the park facilities portion of the project as required. Plans will be signed and sealed by an Engineer licensed to perform work in the State of Texas.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Traffic and parking studies*
- *Demolition Plan*
- *Design of light pole bases, transformer or generator pads, pavers and/or site signage*
- *Design of any underfloor drainage systems or grading*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Way-finding signage on buildings or for vehicular circulation.*
- *Retaining wall design for walls over 36" in total height, or with surcharges.*
- *Vehicular Paving Plans*
- *Splash pad design*
- *Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

McCLENDON PARK EAST - 2023

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$61,800.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Project Management	\$ 4,800.00
B. Conceptual Plan Phase – Park Facilities	\$ 3,500.00
C. Full Landscape Architecture Plan Services – Park Facilities	\$24,000.00
D. Conceptual Plan Phase – Soft Surface Trail	\$ 3,500.00
E. Full Landscape Architecture Plan Services -Soft Surface Trail	\$24,000.00
F. TAS/TDLR Coordination	<u>\$ 2,000.00</u>
TOTAL	\$61,800.00

Special Services (If Requested)

G. Structural Engineering	\$ 2,500.00
H. Electrical Engineering	\$ 5,800.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

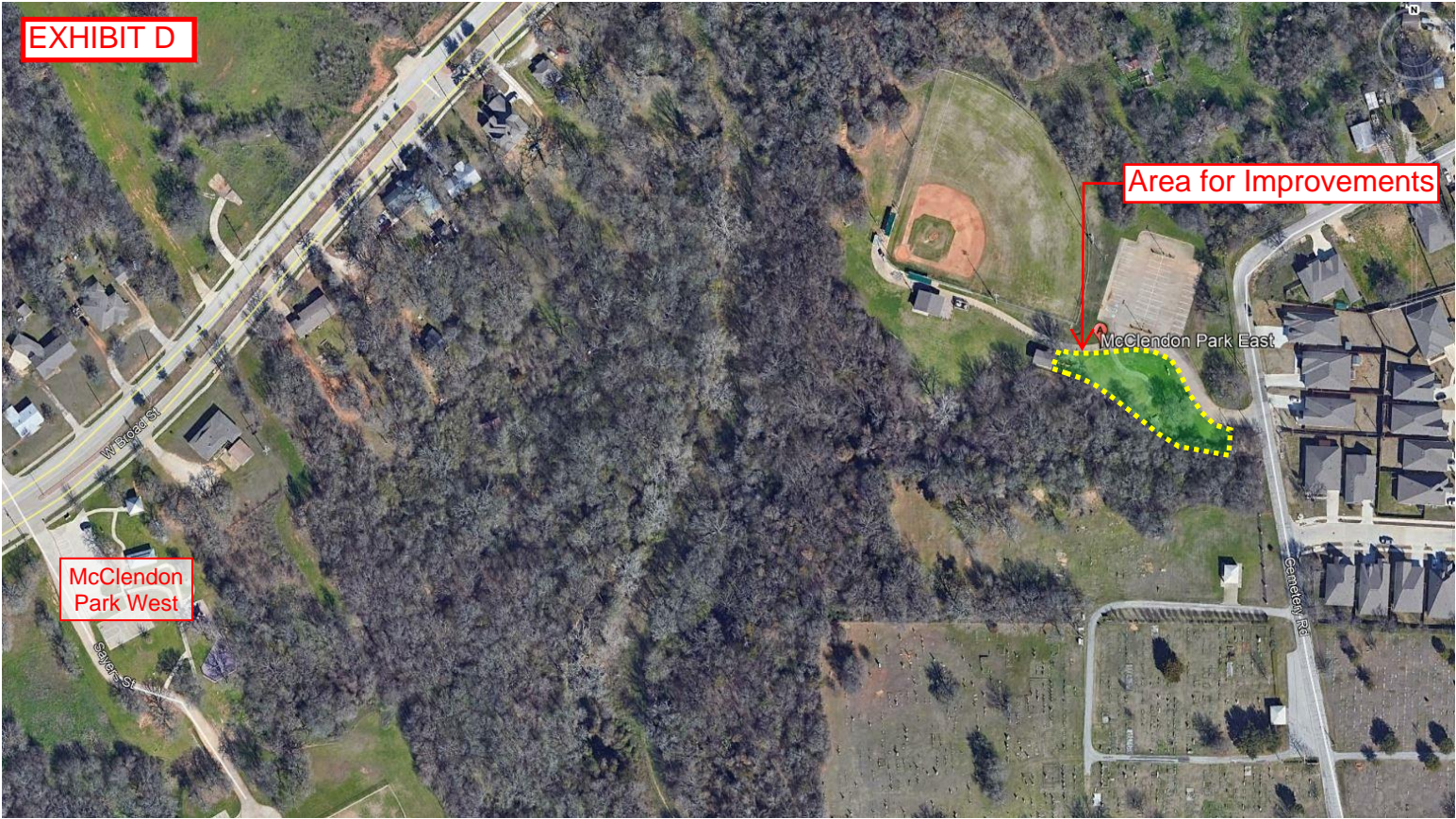
EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5613

Agenda Date: 9/25/2023

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 Between the City of Mansfield, Texas and Westwood Professional Services, Inc., in an Amount Not to Exceed \$57,600 for Landscape Architecture Services for Phase II Improvements at Mans Best Field Dog 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 (MPFDC Fund)

Requested Action

Consider and Approve a Resolution to Approve Professional Services Contract

Recommendation

Approve Resolution

Description/History

Mans Best Field Dog Park, located at 610 W. Broad Street, opened in June 2020 and has been one of the city's most popular and utilized parks since, serving as the city's first and long-awaited off-leash dog park. It shares the site with the city's Man House Museum and Information Center, where public restrooms are available to visitors to either location.

Phase I of the dog park included the initial installation of four paddocks for small and large dogs, water fountains for dogs and humans, lighting along the path and the front of each paddock, and irrigation lines to service the paddocks and common areas between them. Much of the natural topography was left untouched, and ample effort was given to preserve as many trees on the property as possible, leading to a dog park that has much more variety and beauty than most.

Following the original master plan for the park, phase II amenities could include a pavilion, pond, agility course equipment, lighting and irrigation in the paddocks, and a trail connection to phase four of the Walnut Creek Linear Trail.

The professional services proposal from Westwood Professional Services, Inc. is attached. After review and discussion with Westwood, staff is proposing to execute the agreement including all basic and special services listed in Exhibit B totaling \$57,600. Funding for this phase of the project is included in the FY2023-2024 MPFDC budget. The MPFDC Board of Directors approved the professional services contract at their regular meeting on September 21, 2023.

Justification

Phase II improvements at Mans Best Field will fulfill the vision of the original master plan for the park and enhance the user experience for our residents. The approval of a professional services agreement is the next step in the development of this facility.

Funding Source

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 APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TEXAS AND WESTWOOD PROFESSIONAL SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$57,600 FOR LANDSCAPE ARCHITECTURE SERVICES FOR PHASE II IMPROVEMENTS AT MANS BEST FIELD DOG PARK; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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 October 2020; and,

WHEREAS, the City Council and MPFDC determined that constructing these improvements at Mans Best Field Dog Park will fulfill the need as indicated in the Master Plan; and,

WHEREAS, funding for this contract is available from the MPFDC Fund; and,

WHEREAS, the MPFDC voted to approve the professional services contract at their September 21, 2023 board meeting.

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 professional services contract with Westwood Professional Services, Inc. in an amount not to exceed Sixty-One Thousand Eight Hundred and no/100 dollars (\$57,600) for landscape architecture services for phase two improvements at Mans Best Field Dog Park is hereby approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Mr. Garrett Smith
Park Project Manager
CITY OF MANSFIELD
1164 Matlock Road
Mansfield, Texas 76063

Re: Professional Landscape Architecture Services
MANS BEST FIELD DOG PARK – PHASE II
Mansfield, Tarrant County, Texas

Dear Mr. Smith:

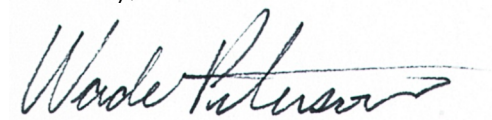
Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture and civil engineering services relating to the referenced project. It is our understanding the project consists of updating the existing site master plan previously done by Westwood to include phase II layout/phasing and providing associated opinion of probable construction. Produce construction drawings for portions of the master plan with in a \$300,000.00 construction budget.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Project Limits of Work

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Wade C. Peterson, P.L.A., LEED®AP

DJW/aew
0044412.00R4

EXHIBIT 'A' – SCOPE OF SERVICES

MANS BEST FIELD DOG PARK PHASE II

PROJECT DESCRIPTION:

The project consists of master planning phase II site improvements with an associated Opinion of Probable Construction Costs, and full design services for construction.

BASIC SERVICES:

Landscape Architecture Assumptions And Exclusions

Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

- Assumptions:
 - Anticipated project budget is \$300,000.00.
- Exclusions:
 - Presentations, documents, or plans required for "Special Exceptions", Variances or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
 - Field identification or location of trees. The landscape architect assumes that the tree survey provided by the owner/civil will have the pertinent information.
 - Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
 - On-structure rooftop areas. These can be provided as an additional service as requested.
 - Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
 - Site signage and/or signs for buildings and vehicular circulation.
 - Site and/or ornamental lighting.
 - LEED pursuit.
 - Footings for shade structures.
 - Site walls over 36" height and/or retaining walls less than 36" height with significant surcharge.
 - Bid Documents
 - Construction Administration

A. Detailed Master Plan Services – Phase II

The +/-10.30 Acre Dog Park Phase II has been through concept design alternatives, and a preferred alternative for the site has been selected. Westwood will provide a more detailed master plan for the items not included in the original construction project, pavilion, trail, dog wash station and pond access that will meet both the city's programming goals, as outlined below, and code requirements.

- Included in this item:
 - Conceptual Design
 - Develop up to one (1) detailed master plan concept for client review, selection, and coordination.
 - Develop rough order of magnitude cost estimate for the concepts to aid the client in selection of a preferred option and establishing a conceptual budget.
 - Following the client review of the concept it is understood that the owner will provide direction for the final concept. Westwood will make up to one (1) set of revisions to the concept to demonstrate the desired outcome of a 'Preferred Option.'
- Not included in this item:
 - 2d or 3d renderings or site modeling
 - Renderings considered for construction documents.

B. Full Landscape Architecture Plan Services

Westwood will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include pedestrian paving, selection and location of ornamental light fixtures, pedestrian hand rails, exterior stairs and ramps, site furniture, fencing, mow curbs, landscape plantings, irrigation, prefab shade structures and seat walls/retaining walls less than 36" in height.

EXHIBIT A to Agreement between the
City of Mansfield, Texas ("Client") and
Westwood Professional Services, Inc.,
("Westwood") for Consulting Services

- Included in this item:
 - Coordination of City review and approval of plans prepared as part of this item.
 - Up to three (3) team design meetings (including virtual and conference calls) to coordinate ground plane design elements.
 - Design Development: (60% Plans) One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Demolition Plan, one (1) Vegetation Reestablishment Plan, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
 - Construction Documents (90% and Final Plans): Plans to include layout, demolition, vegetation reestablishment, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
 - Coordination with the Civil Engineer to coordinate connections for water fountains
 - Coordination with Electrical Engineer to coordinate light pole locations.
- Not included in this item:
 - Way-finding signage on buildings or for vehicular circulation. Retaining wall design for walls over 36" in total height, or with surcharges.
 - Pool or water feature design
 - Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
 - Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
 - LEED pursuit.
 - Green roofs or terraces over structure.

C. TAS/TDLR Coordination

Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

- Included in this item:
 - One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- Not included in this item:
 - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
 - Fees for the review and inspection will be submitted as a reimbursable expense.

D. Civil Engineering Services (Final Design)

1. Grading & Drainage Plan:

Westwood will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, and existing and proposed finished floor elevations.

- Included in this item:
 - Coordination of City review and approval of plans prepared as part of this item.
 - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
 - Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.
 - Design of on-site storm sewer, if required.
- Not included in this item:
 - Profiles for public and private systems.
 - Design of stormwater detention facilities.
 - Design of any off-site storm sewer or drainage improvements not described above.
 - Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.

2. Erosion Control Plan:

Westwood will prepare an Erosion Control Plan for the referenced project.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

- Included in this item:
 - Coordination of City review and approval of plans prepared as part of this item.
 - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
 - Location and construction details for erosion/sediment control devices to manage the discharge of Stormwater runoff from the site during construction activities.
 - Not included in this item:
 - Services associated with filing of the "Notice of Intent" form (NOI) to the Texas Commission on Environmental Quality (TCEQ) for the proposed construction activities.
3. Water Plan:
Westwood will prepare plans for on-site water improvements including fountains and wash stations, meters, mains. These improvements will be designed from existing public mains located adjacent to the site.
- Included in this item:
 - Coordination of City review and approval of plans prepared as part of this item.
 - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
 - Not included in this item:
 - Design of any off-site water improvements or extensions not described above.
 - Profiles of public or private systems.

SPECIAL SERVICES (If Requested):

E. Sewer Plan

If requested, Westwood will prepare plans for on-site sanitary sewer improvements including manholes, cleanouts, mains, for dog wash stations. These improvements will be designed from existing public mains located adjacent to the site for dog wash stations.

EXHIBIT A to Agreement between the City of Mansfield, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

- Included in this item:
 - Coordination of City review and approval of plans prepared as part of this item.
 - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Not included in this item:
 - Design of any off-site sanitary sewer improvements or extensions not described above.
 - Profiles for public and private systems.

F. Electrical Plans:

Consultant will contract with a sub consultant to provide electrical engineering services as they relate to the paddock and trail lighting.

G. Structural Design:

Consultant will contract with a sub consultant to provide structural engineering services as they relate to the paddock and trail pedestrian light foundations.

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

MANS BEST FIELD DOG PARK

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$57,600.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Detailed Master Plan Services	\$ 7,200.00
B. Full Landscape Architecture Services	\$ 12,000.00
C. TAS/TDLR Coordination	\$ 2,000.00
D. Final Design	<u>\$ 25,000.00</u>
TOTAL	\$ 46,200.00

Special Services

E. Sewer Plan (If Requested)	\$ 6,000.00
F. Electrical Plans (If Requested)	\$ 4,400.00
G. Structural Design (If Requested)	<u>\$ 1,000.00</u>
TOTAL	\$ 11,400.00

GRAND TOTAL **\$ 57,600.00**

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee


Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

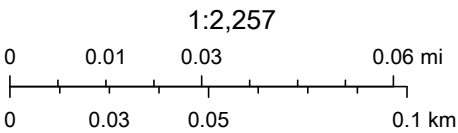
END OF EXHIBIT 'C'

ArcGIS Web Map



5/8/2023, 1:43:20 PM

 Current County Boundary (TxDOT)
Parcels - Individual and Assemblages



Maxar, Microsoft



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5615

Agenda Date: 9/25/2023

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 Annual Contract to Building Contractors, Inc. dba BCI Janitorial in an Amount Not to Exceed \$65,337.60 for Janitorial Services of Park Facilities; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (MPFDC Fund)

Requested Action

Consider and Approve a Resolution to Award Janitorial Contract

Recommendation

Approve Resolution

Description/History

In a continuing effort to provide grounds maintenance services for City property in the most cost effective manner, the Parks and Recreation Department has gradually outsourced grounds maintenance services for park and municipal properties since 2005. The contract janitorial program has allowed the City to increase the level of service to the citizens by using contractors to perform routine janitorial tasks, while in-house staff concentrates on high end grounds maintenance such as chemical applications, fertilization, botanical, and irrigation.

This contract is for weekly janitorial maintenance of 12 park facilities, including restroom cleaning and litter removal services. City staff will be responsible for monitoring contractor performance on a daily basis to ensure compliance with maintenance standards and specifications.

Requests for bids were advertised on August 9th and 16th. The bid opening was held on September 6, 2023 with six companies submitting sealed bids. Staff reviewed and evaluated the bids and worked with the Legal Department to ensure all bid requirements were met. It was determined that Building Contractors, Inc. was the successful "best value" bidder. The initial contract term is for one year and will be reviewed annually to determine subsequent renewal terms. At the City's option, this contract shall be renewable for four (4) additional one-year renewal periods.

Justification

Contracting the maintenance of developed and undeveloped park sites, city properties and

municipal sites will free up staff and allow them to concentrate on other high end maintenance areas. This allows the City to be able to maintain current and future facilities without the cost of adding personnel and equipment.

Funding Source

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 AWARDING AN ANNUAL CONTRACT TO BUILDING CONTRACTORS, INC. DBA BCI JANITORIAL IN AN AMOUNT NOT TO EXCEED \$65,337.60 FOR JANITORIAL SERVICES OF PARK FACILITIES; FINDING THAT THE MEETING IN WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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 continues to add new parks and municipal facilities to enhance the aesthetics and services of the community; and,

WHEREAS, these improved areas must be maintained and outsourcing this service will allow staff to concentrate on high end maintenance areas; and,

WHEREAS, the City has publicly advertised and requested competitive bids for contract janitorial services in August 2023; and,

WHEREAS, after review of the bids received, City Council has determined that it is in the best interest of the citizens of Mansfield to award a contract to Building Contractors, Inc. for janitorial services of park facilities; and,

WHEREAS, funding for this contract is available from the MPFDC 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.

An annual contract with Building Contractors, Inc. dba BCI Janitorial in an amount not to exceed Sixty-Five Thousand Three Hundred Thirty Seven and 60/100 dollars (\$65,337.60) for janitorial services of park facilities is hereby approved.

SECTION 3.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2023-23-01-03

Project: Janitorial Services for Parks & Parks Facilities

Date: 9/6/23 @ 2:00p.m.

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Pure Service Corporation		<input checked="" type="checkbox"/> Yes	\$102,520.00	Received on 9/6/23 @ 10:53a.m. by K.B.
235 Timberline Lane		<input type="checkbox"/> No		
Southlake, TX 76092				
Red Knight Solutions LLC		<input checked="" type="checkbox"/> Yes	\$236,230.80	Received on 9/6/23 @ 12:07pm by KS
3621 Pottsboro 229		<input type="checkbox"/> No		
Dennison, TX 75020				
Entrust One Facility Services Inc		<input checked="" type="checkbox"/> Yes	\$244,209.60	Received on 9/6/23 @ 12:16pm by SM
2727 LBJ Freeway Suite 402		<input type="checkbox"/> No		
Dallas, TX 75234				
Sanitize Pro Plus		<input checked="" type="checkbox"/> Yes	\$477,300.00	Received on 9/6/23 @ 1:10p.m by SM
1909 Creekside Park Dr.		<input type="checkbox"/> No		
Houston, TX 77089				
BCI Janitorial		<input checked="" type="checkbox"/> Yes	\$65,337.60	Received on 9/6/23 @ 1:47pm by KB
PO Box 116846		<input type="checkbox"/> No		
Carrollton, TX 75011				
Advantage Facility Services		<input type="checkbox"/> Yes	\$149,400.00	Received on 9/6/23 @ 1:53pm by KB
2080 N. State hwy 360 #100		<input checked="" type="checkbox"/> No		
Grand Prairie, 75050				
		<input type="checkbox"/> Yes		
		<input type="checkbox"/> No		



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5616

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing a Collection Fee in the Amount of Thirty Percent (30%) of Debts and Accounts Receivable Ordered Paid by the Mansfield Municipal Court and of Amounts if Cases in Which the Accused has Failed to Appear; Approving a Contingent Fee Contract for Legal Services with Linebarger Goggan Blair & Sampson, LLP; Making Certain Findings as Required by Section 2254.1036 of the Texas Government Code; 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

Authorize the City Council to approve a collection fee in the amount of 30% of debts and accounts receivable and to approve a contingent fee contract for legal services with Linebarger Goggan Blair and Sampson, LLP.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve a collection fee in the amount of 30% of debts and accounts receivable and to approve a contingent fee contract for legal services with Linebarger Goggan Blair and Sampson, LLP for collection services for debts and accounts receivable such as unpaid fines, fees, and court costs.

Description/History

Starting in February 2012, Linebarger Goggan Blair and Sampson, LLP began providing legal services for the collection of debts and accounts receivable for the City of Mansfield Municipal Court of Record. The collection fee was not authorized at that time.

Justification

Linebarger Goggan Blair and Sampson, LLP will continue to provide a valuable service to the Mansfield Municipal Court of Record with the collection of past due fines, fees and court costs.

Funding Source

General Fund, Municipal Court Budget

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING A COLLECTION FEE IN THE AMOUNT OF THIRTY PERCENT (30%) OF DEBTS AND ACCOUNTS RECEIVABLE ORDERED PAID BY THE MANSFIELD MUNICIPAL COURT AND OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR; APPROVING A CONTINGENT FEE CONTRACT FOR LEGAL SERVICES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; MAKING CERTAIN FINDINGS AS REQUIRED BY SECTION 2254.1036 OF THE TEXAS GOVERNMENT CODE; 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, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the City to contract with a private attorney for the provisions of collection services for debts and accounts receivable such as unpaid fines, fees, and court costs ordered paid by the Mansfield Municipal Court and for amounts in cases in which the accused has failed to appear; and,

WHEREAS, under said Article, the City Council is empowered to authorize an additional collection fee in the amount of thirty percent (30%) on each debt, account receivable and on each amount in cases in which the accused has failed to appear, that is more than sixty (60) days past due and has been referred to the private attorney for collection; and,

WHEREAS, the City has determined it is in the best interest to ensure the prompt payment of delinquent court-imposed fines, fees, amounts and costs as provided by statute; and,

WHEREAS, after providing adequate legal notice to the public pursuant to Section 2254.1036 of the Texas Government Code, the City Council desires to approve a contingent fee contract for legal services (Contract) with Linebarger Goggan Blair & Sampson, LLP (Linebarger); and,

WHEREAS, after exercising due diligence, the City finds and determines the following:

1. There is a substantial need for the legal services to be provided pursuant to the Contract;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Article 103.0031 of the Texas Code of Criminal Procedure and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

4. Linebarger is well qualified and competent to perform the legal services required to comply with the terms of this Contract;
5. Linebarger has provided these specialized legal services to the City since 2012 with professionalism and expertise and the City has been well satisfied with the quality and outcome of the legal services provided; and,
6. The Contract with Linebarger is the result of an arm's length transaction between the City and Linebarger and is fair and reasonable.

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 collection fee is hereby authorized and imposed, as provided by Article 103.0031 of the Texas Code of Criminal Procedure, in the amount of thirty percent (30%) of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by the Mansfield Municipal Court and of amounts in cases in which the accused has failed to appear:

1. as promised under Subchapter A, Chapter 543, Texas Transportation Code, or other law;
2. in compliance with a lawful written notice to appear, issued under Article 14.06(b), Texas Code of Criminal Procedure, or other Law;
3. in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure;
4. in compliance with a lawful order of a court serving the City; or
5. as specified in a citation, summons, or other notice authorized by Section 682.002, Texas Transportation Code, that charges the accused with a parking or stopping offense,

when such debt, account receivable or amount is more than sixty (60) days past due and has been referred to an attorney or private vendor for collection.

SECTION 3.

After making the requisite findings pursuant to Section 2254.1036 of the Texas Government Code, the contingent fee Contract for legal services with Linebarger, in substantially the same form as Exhibit "A" attached, is hereby approved.

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 public notice of the time, place, and purpose of said meeting was given in accordance with Section 2254.1036 of the Texas Government Code.

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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**FINES AND FEES COLLECTION SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

THIS CONTRACT (hereinafter “AGREEMENT”) is made and entered into by and between the City of Mansfield, Texas, acting herein by and through its governing body, hereinafter styled “CLIENT”, and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled “FIRM” (together referred to as the “Parties”).

**Article 1
Nature of Relationship and Authority for Contract**

1.01 The Parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

**Article 2
Scope of Services**

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT (the “Claims”). This AGREEMENT supersedes all prior oral and written agreements between the Parties regarding court fees and fines, and can only be amended if done so in writing and signed by all Parties. Furthermore, this AGREEMENT cannot be transferred or assigned by either Party without the written consent of all Parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT’s Claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days

past due during the term hereof. As used in this section, “more than 60 days past due” has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase “more than 60 days past due” shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof. CLIENT retains discretion to turn over cases to FIRM for collection at any time after said cases have been delinquent for 60 days or more. CLIENT may at any time, in its sole discretion, withdraw any debt or account receivable that was previously referred to FIRM and no collection fee will be due FIRM.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) Thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing

the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective October 1, 2023 (the "Effective Date") and shall expire on September 30, 2025 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either Party. In the absence of any such sixty (60) day notice

by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 CLIENT may terminate this AGREEMENT, with or without cause, by providing sixty (60) days written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the Parties hereto and may only be modified in a written amendment, executed by both Parties.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this Agreement, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

For FIRM:
Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

For CLIENT
City of Mansfield
Attn: City Manager
1200 East Broad Street
Mansfield, Texas 76063

7.06. Reports. FIRM shall prepare and provide to CLIENT reports each calendar quarter documenting the performance of FIRM under this Agreement. Reports shall be prepared in a format and contain information agreed to by FIRM and CLIENT.

7.07. *Compliance with Tx. Govt. Code § 2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

7.08. *Compliance with Tx. Govt. Code § 2252.* In order to comply with Tx. Govt. Code § 2252, the Firm verifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization and will not during the term of this Agreement.

7.09. *Compliance with Tx. Govt. Code § 2274.* In order to comply with Tx. Govt. Code § 2274, the Firm verifies that it does not boycott energy companies nor does it have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of this Agreement.

Signature Page Follows

EXECUTED this the _____ day of _____, 2023, by both Parties,
signing by and through their duly authorized representatives.

“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

“Firm”
Linebarger Goggan Blair & Sampson, LLP

By: _____
C. Corey Fickes, Partner



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5618

Agenda Date: 9/25/2023

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 Contract Between the City of Mansfield, Texas and Nema 3 Electric, Inc. in an Amount not to Exceed \$104,242.00 for the Installation of the North Main Bridge LED Lights; 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

Authorize the City Council to approve a contract between the City of Mansfield, Texas and Nema 3 Electric, Inc. in an amount not to exceed \$104,242.00 for the installation of the North Main Bridge LED Lights.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve a contract between the City of Mansfield, Texas and Nema 3 Electric, Inc. in an amount not to exceed \$104,242.00 for the installation of the North Main Bridge LED Lights.

Description/History

The bridge lights were initially installed in 2020. During a storm event, the lights become inoperable. City staff spent numerous hours working with TML to try to get the lights covered by insurance. Unfortunately, this was unsuccessful. This cost will restore the lighting system to its original functionality.

Justification

Nema 3 Electric will replace the lights damaged during a storm event and restore them to their original functionality.

Funding Source

General Fund, Appropriated in the FY 2023-2024 Budget

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND NEMA 3 ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED \$104,242.00 FOR THE INSTALLATION OF THE NORTH MAIN BRIDGE LED LIGHTS; 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)

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

WHEREAS, Nema 3 Electric, LLC has provided a proposal for the installation of LED Lights on the North Main Bridge in an amount not to exceed One Hundred Four Thousand Two Hundred Forty-Two and no/100 dollars (\$104,242.00); and,

WHEREAS, after review of the proposal City staff recommends approving a Buy Board contract with Nema 3 Electric, LLC; and,

WHEREAS, the funding for this contract was approved in the FY 2023-2024 budget and is available from the General 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.

A Contract with Nema 3 Electric, LLC in an amount not to exceed One Hundred Four Thousand Two Hundred Forty-Two and no/100 dollars (\$104,242.00) for the installation of LED Lights on the North Main Bridge in substantially the same form as the attached Exhibit "A", is hereby 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 25TH DAY OF SEPTEMBER 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



NEMA 3 Electric, Inc.

4181 Old Hwy 67, Midlothian, TX 76065 • 972-723-1180 • Fax 972-723-1181 **Contractors**

PROPOSAL Buyboard 638-21

August 10, 2023,

23-407R

City of Mansfield

RE: North Main Bridge LED Lighting

Attn: James Fish

Email: james.fish@mansfieldtexas.gov

Quote \$104,242.00 to demo everything that is involved with the RGB LED lighting except the (10) stainless steel boxes and the metal track. Provide and install a new RGBW LED lighting system and controller.

***Please note that the RGBW will not cross any of the expansion joints. ***

Includes:

- New RGBW LED Lights
- New power Supplies
- New controller
- Misc. Material
- Labor

Excludes:

- Ø Any other work not stated above.
- Ø Engineering
- Ø Sales tax, bonding
- Ø Permit fees.

Regards,

Buddy Norris

Nema3 Electric, Inc.

Upon payment we will transfer manufacturers' warranties to the Owner. EXCEPT FOR TRANSFERABLE MANUFACTURER'S WARRANTIES WE ARE NOT RESPONSIBLE FOR INJURIES OR LOSSES DUE TO DESIGN, MANUFACTURING OR OTHER DEFECTS IN THE MATERIALS DESIGNATED OR SPECIFIED BY CONTRACTOR, OWNER OR THEIR AGENTS. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: We may withdraw this proposal if not accepted within seven days.

***We cannot start work until a signed proposal with a Customer Purchase Order Number is received.**

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to do the work as specified, payment will be made as outlined above.

***Customer Purchase Order Number:** _____

Date of Acceptance: _____

Total Amount Accepted: _____

Signature

Printed Name & Title



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5621

Agenda Date: 9/25/2023

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 Collateral Assignment of Agreement with Chisholm Flats LLC, for the Benefit of Plainscapital Bank; Authorizing the City Manager or His Designee to Execute the Agreement; and Providing an Effective Date

Requested Action

To Consider the Resolution

Recommendation

To Approve the Resolution

Description/History

As part of the 54 acre development at the northeast corner of Lone Star and HWY 287, Chisholm Flats is preparing to commence infrastructure construction. As part of their construction financing process, they need to collateralize their existing TIRZ Reimbursement Agreement with the City. This assignment is only for the initial infrastructure construction and Chisholm Flats LLC will retain their position through the remainder of the agreement with the City.

Justification

This is required for the developer to obtain financing. There is no fiscal impact to the City.

Funding Source

N/A

Prepared By

Jason Moore, Economic Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING A COLLATERAL ASSIGNMENT OF AGREEMENT BY CHISHOLM FLATS LLC OF A TAX INCREMENT REINVESTMENT ZONE REIMBURSEMENT AND CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT; 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, on February 13, 2023, the City Council approved a Tax Increment Reinvestment Zone Reimbursement and Chapter 380 Economic Development Agreement (Agreement) between the City of Mansfield, Texas, the Board of Directors of Reinvestment Cone Number One, City of Mansfield, and Chisholm Flats, LLC; and,

WHEREAS, the Agreement requires that any assignment of the Agreement to an entity other than an Affiliate, as defined in the Agreement, is allowed with the prior written approval of the City; and,

WHEREAS, Chisholm Flats, LLC has requested that as assignment of the Agreement for the benefit of Plainscapital Bank be approved; and,

WHEREAS, upon full review and consideration of the assignment of the Agreement and all matters attendant and related thereto, staff recommends that the assignment should be approved.

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 Collateral Assignment of Agreement attached hereto as Exhibit "A" is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**TAX INCREMENT REINVESTMENT ZONE
REIMBURSEMENT & CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT**

This Tax Increment Reinvestment Zone Reimbursement & Chapter 380 Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Mansfield, Texas, a Texas home rule municipal corporation of the State of Texas (the "**City**"), the Board of Directors (the "**Board**") of Reinvestment Zone Number One, City of Mansfield (the "**Zone**"), and Chiselm Flats, LLC, a Texas limited liability company ("**Developer**"). The City, the Board, and Developer are individually referred to as a "**Party**" and collectively as the "**Parties**." The City and the Board are collectively referred to as the "**Public Parties**."

WHEREAS, Developer owns approximately 54 acres of land located at the northeast corner of the intersection of Lonestar Road and U.S. Highway 287 within the City of Mansfield, the ("**Property**"), as depicted in **Exhibit A** attached hereto; and

WHEREAS, Developer is considering building a mixed-use development consisting of urban residential, corporate office, medical office, retail and restaurants on the Property (the "**Project**"); and

WHEREAS, the City seeks to incentivize the Project; and

WHEREAS, the Zone (hereinafter defined) is a tax increment reinvestment zone created by the governing body of the City (the "**City Council**") in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "**Act**"), by Ordinance No. 1608 on December 13, 2006, establishing the Zone; and

WHEREAS, it is understood that the City intends to consider extending the term of the Zone a minimum of an additional 15 (fifteen) years, and in doing so, this Agreement would continue for the extension term of the TIRZ; and

WHEREAS, the City Council approved the Final Project and Finance Plan for the Zone through the adoption of Ordinance No. 1655-07 on November 28, 2007; and

WHEREAS, the Act authorizes agreements to implement the Project and Finance Plan; and

WHEREAS, in accordance with Section 311.010(h) of the Act, the City Council and the Board, as necessary or convenient to implement the Project and Finance Plan, and achieve its purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund of the Zone.

WHEREAS, by approval of the City Council, the Board has all the powers of a city under

Chapter 380, Texas Local Government Code; and

WHEREAS, in accordance with the Project and Finance Plan, the Public Parties find that reimbursements to Developer are in compliance with the Act and will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Developer is one which contains retail businesses that will result in investments that support the placemaking goals of the Project and Finance Plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

WHEREAS, the Public Parties find that the grants provided to Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the Public Parties have ensured that the public will receive benefits for the grants provided imposing on Developer performance standards and penalties for any failure to meet the standards.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

"Affiliate" means any Person or entity requiring the faithful performance of the delivery of infrastructure, directly controlling or controlled by Developer, or any Person controlling or controlled by the same Person who is controlling or is controlled by Developer. As used in this definition, the term "control" means the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"Annual Payment Date" shall mean October 1 of each calendar year during the term of this Agreement, except the first Annual Payment Date shall be October 1 of the calendar year following the Commencement Date and Core Civic Space Completion Date.

"Captured Appraised Value" means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year less the Tax Increment Base.

"City Impact Fees" means water, sewer, and roadway impact fees assessed by the City and which are attributable to the construction of the Project.

“Commencement Date” shall mean the date an office tenant or operator of a Destination Retailer/Restaurant, hereinafter defined, has received a certificate of occupancy for a Commercial Improvement located in area 1 or 5 of the Project, as shown in the attached Exhibit B.

“Commercial Improvement” shall mean a commercial building that is privately owned and not built specifically for public use nor for future dedication to the City.

“Construction Costs” shall mean the actual cost of all hard construction including but not limited to material, labor, equipment, contractor’s payment and performance bond, contractor’s maintenance bond, contractor’s general liability insurance, and such other reasonable industry-standard costs attributable to the construction of the Infrastructure Improvement Segments, including actual financing/carrying costs, and actual soft costs such as landscape architecture, engineering and other professional design fees, construction staking fees, and materials testing. Land or marketing costs, legal fees, other than those associated with land acquisition for right-of-way and easements necessary for Off-Site Infrastructure Improvement Segments, engineering review and Inspection fees are not included in Construction Costs.

“Core Civic Space(s)” shall mean park, landscape and public amenity improvements built for public use that are, or are intended to be, made publicly accessible through a perpetual public access easement, as shown in Exhibit I, Block 5. Public amenity improvements include a water wheel, water tower, windmill, sculptures, decorative lighting and other features for public use.

“Core Civic Space Completion Date” shall mean the date the Core Civic Space has reached Substantial Completion.

“Destination Retailer/Restaurant” shall mean retailers/restaurants that (i) do not have a strong presence in other locations in the Dallas-Fort Worth metroplex; or (ii) have the capability to attract customers from outside the area; or (iii) fit well into the existing retail/restaurant economy to provide new and different shopping, dining, and/or entertainment experiences. It is in the City Manager’s sole and reasonable discretion, which shall not be unreasonably withheld or delayed, to determine if a retailer or restaurant shall meet this definition. Examples include, but are not limited to:

- Mexican Sugar
- Whiskey Cake
- The Ranch
- Lululemon
- Trader Joe’s
- Whole Foods
- Royal Blue Grocery
- HG Supply
- Del Frisco’s
- Chuy’s
- Taco Diner
- Anamia’s
- Winery/Café

- Fireside Pie's
- Kendra Scott
- Mi Cocina
- Mi Dia
- The Rustic
- Ascension Coffee
- Haywire

“Developer’s Reimbursement” means the payment to the Developer of an amount not to exceed the On-Site Infrastructure Grant paid pursuant to Article 4, Paragraph 2.

“Effective Date” means the date this Agreement has been executed by all Parties.

“Force Majeure” means any contingency or cause beyond the reasonable control of Developer created by acts of God or the public enemy, war, pandemic, riot, terrorism, civil commotion, insurrection, fire, explosion, flood, strikes, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Developer); provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of Developer and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) Developer gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“Incentive Cap” means Ten Million Dollars (\$10,000,000).

“Incentive Payment(s)” means the annual payment to Developer from the Property TIRZ Fund, as set forth herein, payable on an annual basis through the duration of the Zone, but not beyond calendar year 2052. Each payment is further outlined in Section 4.3 of this Agreement.

“Infrastructure Improvement Segment(s)” shall mean all of the infrastructure improvement segments referred to in this Agreement collectively.

“Off-Site Infrastructure Grant” means the payments to be made by the City to Developer pursuant to this Agreement as reimbursement for the Construction Costs of the Off-Site Infrastructure Improvement Segments upon the terms, conditions and provisions set forth herein, which shall be in the aggregate the lesser of (a) 100% of the Construction Costs incurred by Developer, or (b) Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

“Off-Site Infrastructure Grant Payment Request” means a written request from Developer to the City for a reimbursement payment for each Off-Site Infrastructure Improvement Segment accompanied by copies of invoices, bills, receipts and such other information as may be reasonably requested by the City to document Construction Costs. Once the Developer has submitted copies of invoices, bills, and receipts for eligible Construction Costs equal to, but not to exceed, the Off-Site Infrastructure Grant, Developer is not required to include such materials in any subsequent payment request(s).

“Off-Site Infrastructure Improvement Segment(s)” shall mean separate infrastructure improvements and/or other improvements built for public use that are, or are intended to be, dedicated to the City or encumbered with a public access easement. The Off-Site Infrastructure Improvement Segments are further defined in Article 3, Paragraph 1 and shown in Exhibits C, D, and E.

“On-Site Infrastructure Grant” means the payments to be made by the City to Developer pursuant to this Agreement as reimbursement for the Construction Costs of On-Site Infrastructure Improvement Segment(s) upon the terms, conditions and provisions set forth herein, which shall be in the aggregate the lesser of (a) 70% of the Construction Costs incurred by Developer, or (b) Nine Million Five Hundred Thousand Dollars (\$9,500,000.00).

“On-Site Infrastructure Improvement Segment(s)” shall mean separate infrastructure improvements and/or other improvements built for public use that are, or are intended to be, dedicated to the City or encumbered with a public access easement. The On-Site Infrastructure Improvement Segments are further defined in Article 3, Paragraph 2 and shown in Exhibits F, G, H, and I.

“On-Site Infrastructure Grant Payment Request” means a written request, from Developer to the City, subsequent to the Commencement Date, for a reimbursement payment for each On-Site Infrastructure Improvement Segment accompanied by copies of invoices, bills, receipts and such other information as may be reasonably requested by the City to document Construction Costs. Once the Developer has submitted copies of invoices, bills, and receipts for eligible Construction Costs equal to, but not to exceed, the On-Site Infrastructure Grant, Developer is not required to include such materials in any subsequent payment request(s).

“Person” means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

“Plans and Specifications” shall have the meaning set forth in Section 3.4 of this Agreement.

“Project Costs” mean the following actual costs attributable to the construction of any Commercial Improvement(s) located in area 1 or 5 of the Project, as shown in the attached Exhibit B: all development cost, including, without limitation, all land; all hard cost of construction; the costs of construction materials, building systems installation; contractor fees; architectural, engineering, design, and planning costs; development fees; insurance; financing costs; permit fees; and testing fees.

“Property” shall have the meaning set forth in the recitals of this Agreement.

“Property TIRZ Fund” means a sub-account within the TIRZ Fund consisting of Tax Increment contributed by the City on that portion of Captured Appraised Value solely attributable to the Property.

“Substantial Completion” means the City has reviewed the completed construction of the

Infrastructure Improvement Segment(s) to determine the validity and quality of the work performed, to be subsequently owned, operated and maintained by the City, and has acknowledged through a letter of acceptance by the City Engineer that the Infrastructure Improvement Segment(s) meet the City standards and regulations. The City Engineer will not unreasonably withhold a letter of acceptance.

“TIRZ Fund” means the funds deposited by the City in the Tax Increment fund for the Zone.

“Tax Increment” means the total amount of property taxes levied and collected by the City for a calendar year on the Captured Appraised Value of real property taxable by the City and located in the Zone. The amount of Tax Increment contributed by the City shall be limited to any maximum amount or other terms set forth in the participation amount established by ordinance.

“Tax Increment Base” means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year in which the Zone was designated by the City.

ARTICLE 2. TERM

This Agreement shall be effective as of the Effective Date and shall continue until the earlier occurrence of (a) final payment of the Off-Site Infrastructure Grant, On-Site Infrastructure Grant, and Incentive Payments due to Developer hereunder; (b) termination of the Zone; or (c) earlier termination as provided hereunder.

ARTICLE 3. DEVELOPER’S COMMITMENTS

The Parties acknowledge and agree that Developer is not obligated to build the Project or the Infrastructure Improvement Segment(s).

1. Off-Site Infrastructure Improvement Segments. The following individual infrastructure improvement segments:

- a. **Off-site Sewer** shall mean the sewer line and associated construction to be delivered by the Developer that will provide additional sewer capacity for the Property as well as sewer capacity for unserved private land north of the Property, conceptually shown in Exhibit C.
- b. **Off-site Water** shall mean the water transmission line(s) ranging in size from 12” to 24” and associated construction to be delivered by the Developer that will provide additional water service for the Property as well as water service for unserved private land north of the Property, conceptually shown in Exhibit D.
- c. **Off-site Roads and Storm Sewer** shall mean the road paving and storm drainage utilities and associated construction to be delivered by the Developer that will provide vehicular access through and adjacent to, and storm water drainage for the Property as well as vehicular access and storm water drainage for unserved private land north of the Property, conceptually shown in Exhibit E.

2. On-Site Infrastructure Improvement Segments. The following individual infrastructure improvement segments:

- a. **On-site Water, Sewer and Storm Sewer** shall mean all public water, sanitary sewer and storm sewer utilities and associated construction, within the Property, to be delivered by the Developer for future dedication to the City, conceptually shown in Exhibits F-1, F-2 and F-3.
- b. **On-site Roads** shall mean road paving and associated construction within the Property to be delivered by the Developer for future dedication to the City, conceptually shown in Exhibit G.
- c. **On-site Right-of-Way Landscaping** shall mean all landscape and irrigation improvements, including planting, street lighting and landscape feature such park benches, trash receptacles, and associated construction within the Property to be delivered by the Developer for future dedication to the City, conceptually shown in Exhibit H.
- d. **Core Civic Space** shall mean park, landscape and public amenity improvements and associated construction within the Property to be delivered by the Developer and built for public use that are, or are intended to be, dedicated to the City or made publicly accessible through a perpetual public access easement, as shown in Exhibit I.

3. Completion of Off-Site Infrastructure Improvement Segments. Developer shall reach Substantial Completion of the Off-Site Infrastructure Improvement Segments, within 36 (thirty-six) months of the Effective Date, subject to the City's timely acquisition of easements and right-of-way outside of the Property necessary for said construction, as described further in Section 6.16.

4. Design of Infrastructure Improvement Segments. Developer shall commission the design and preparation of all necessary plans and specifications for the Infrastructure Improvement Segments (the "Plans and Specifications"). The Plans and Specifications must be reviewed and approved by the City and shall conform to all City regulations and specifications. The City's approval of the Plans and Specifications and issuance of construction permits shall not be unreasonably withheld, conditioned or delayed.

5. Construction of Infrastructure Improvement Segments. Developer shall comply with all local, state, and federal laws and regulations regarding the design and construction of the Infrastructure Improvement Segments. Construction of the Infrastructure Improvement Segments shall be subject to inspections by the City to confirm compliance with the City-approved Plans and Specifications. Developer shall be responsible for completing and/or correcting any work not constructed in accordance with the City-approved Plans and Specifications. Any change in the design of the Infrastructure Improvement Segments during the construction stage must first be approved by City staff. Prior to initiating any construction for the Infrastructure Improvement Segments, Developer must cause its contractor for the Infrastructure Improvement Segments to provide performance, payment, and maintenance bonds as specified in the City's Subdivision Control Ordinance. The City's approval of Substantial Completion of the Infrastructure Improvement Segments shall not be unreasonably withheld, conditioned or delayed.

6. Dedication of Infrastructure Improvement Segments. Developer shall dedicate or convey

the Infrastructure Improvement Segments to the City, with the exception of the Core Civic Space, as required by the City's Subdivision Control Ordinance, conveying good and indefeasible title in fee simple to the Infrastructure Improvement Segments, free and clear of any and all liens and of any encumbrances, conditions, assessments, and restrictions, other than those of record that: (a) are not attributable to any action on the part of Developer; and (b) with regard to On-Site Infrastructure Improvement Segments, will not interfere with or prohibit the City's right to maintain, reconstruct, or enlarge, within the dedicated right-of-way area, said On-Site Infrastructure Improvement Segments subsequent to Developer's dedication. At the time of such dedications or conveyances, Developer shall deliver to the City releases from the contractors, subcontractors, and suppliers of materials who have provided labor and materials for the Infrastructure Improvement Segments showing that they have been paid for such labor and materials.

7. Compliance with Laws. Construction of the Project must be done in accordance with all applicable federal, state and local laws, codes, and regulations, including but not limited to regulations for the Zoning District, as well as any concept plans or phasing plans approved by City as required by the Zoning District regulations.

8. Regulations Regarding Building Products, Materials, or Methods. The Parties hereto find that the Property constitutes an area of architectural importance and significance and the City Council hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "**Code**"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "**Regulations**") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Developer's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the On-Site Infrastructure Grant and Incentive Payments described herein; (d) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

9. Property Maintenance.

a. It is understood that the City will consider creating a Public Improvement District ("**PID**")

per Developer's PID Petition that will provide: (i) operations and maintenance of the Core Civic Space, (ii) enhanced Right-of-Way Landscaping, and (iii) general upkeep and security, as needed, on the Property. Upon receipt and acceptance of such petition, the City shall hold a public hearing to consider creation of the PID in accordance with Chapter 372, Texas Local Government Code, as amended.

- b. Developer agrees to create a professional owner's association, or other appropriate entity ("**Association**"), to assume and be responsible for the continuous and perpetual operation, maintenance, and supervision of Core Civic Space: structures, parks, landscaping systems or landscape elements or features (including fountains and statues), landscape irrigation systems, screening walls, living screens, buffering systems, entryway features, including monuments or other signage, or other physical facilities or grounds held in common and necessary or desirable for the welfare of the Property, or that are of common use or benefit and that are not or cannot be satisfactorily maintained by the City. It is understood that the cost of these obligations are the primary obligations of the PID, when created. A copy of the agreements, covenants and restrictions establishing and creating the Association must be approved by the City Attorney and City Council prior to the approval of the record plat of the subdivision for the Property and must be filed of record with such record plat in the map and plat records of the appropriate county. All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the Association, other than those located in public easements or rights-of-way, which are intended to be located within the PID, shall be under the control of such Association.
- c. At a minimum, the agreements, covenants and restrictions establishing and creating the Association must contain or provide for the following:
 - (1) Definitions of terms contained therein;
 - (2) Provisions acceptable to the City for the establishment and organization of the Association and the adoption of bylaws for such Association, including provisions requiring that the owner of any lot within the Property and any successive buyer shall automatically and mandatorily become a member of the Association;
 - (3) The initial term of the agreements, covenants and restrictions establishing and creating the Association shall be for a 50-year period and shall automatically renew for three successive ten-year periods, unless after the initial term, an instrument executed and duly acknowledged by owners owning, in the aggregate, at least a majority of the gross acreage (exclusive of acreage in the streets) in the Property has been recorded in the Real Property Records of the appropriate county abolishing this Declaration; and
 - (4) Provisions acceptable to the City to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association and to establish a reserve fund for such purposes.

ARTICLE 4. GRANTS AND INCENTIVES

1. Off-Site Infrastructure Grant. Upon Substantial Completion for each Off-Site Infrastructure Improvement Segment by Developer, Developer shall submit an Off-Site Infrastructure Grant Payment Request to the City whereupon the City shall, after proper review and verification of submitted request, pay the requested portion of the Off-Site Infrastructure Grant to Developer within thirty (30) days of the submittal thereof. The thirty (30) days may be extended if City, in its reasonable discretion, requests additional information for verification purposes of the request.
2. On-Site Infrastructure Grant. Upon the Substantial Completion Date for each On-Site Infrastructure Improvement Segment by Developer, and subsequent to the Commencement Date, Developer shall submit an On-Site Infrastructure Grant Payment Request to the City whereupon the City shall, after proper review and verification of submitted request, pay from available Property TIRZ Funds, according to either Paragraphs 4 or 5 of this Article 4, as applicable, the requested portion of On-Site Infrastructure Grant to Developer within thirty (30) days of the submittal thereof. The thirty (30) days may be extended if City, in its reasonable discretion, requests additional information for verification purposes of the request.
3. Incentive Payments. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Developer, the Public Parties agree to pay Developer Incentive Payments from the Property TIRZ Fund as provided in this Agreement. The Property TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement and the Act as follows:
 - a. The City shall make Incentive Payments to Developer within thirty (30) days of the Annual Payment Date.
 - b. Notwithstanding any other provision to the contrary, in no event shall the Property TIRZ Fund be used to pay Developer for Project Costs under this Agreement in excess of the Incentive Cap. The obligation of the City to pay Developer the Project Costs is limited to the extent that there are funds in the Property TIRZ Fund available during the term of this Agreement.
 - c. Developer agrees to look solely to the Property TIRZ Fund, not the City's general fund or other funds, for Incentive Payments. Nothing in this Agreement shall be construed to obligate the City to provide Incentive Payments from any other source of funds or to otherwise require the City to pay the Developer Incentive Payments in the event there are insufficient funds in the Property TIRZ Fund to pay Incentive Payments or in the event the Zone terminates prior to payment in full of the accrued Incentive Payments (provided the City shall not adopt an ordinance providing for termination of the Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Incentive Payments that remain unpaid, due to lack of availability of funds in the Property TIRZ Fund, or due to the failure of the Developer to satisfy any precondition of payment under this Agreement, shall no longer be considered Incentive Payments or obligations of

the Zone, and any obligation of the Public Parties to provide Incentive Payments to Developer shall automatically expire and terminate on such date.

4. Property TIRZ Fund Priorities without Bond Issuance. The available funds in the Property TIRZ Fund shall be applied and paid out in the following order of priority: (a) first, to the City for the payment of costs associated with the City Impact Fees and Park Development Fees, not to exceed thirty percent (30%) of funds within the Property TIRZ Fund, on an annual basis; (b) second, for the Developer's Reimbursement on an annual basis; and (c) third, Incentive Payments to the Developer.

5. Property TIRZ Fund Priorities with Bond Issuance. In the event the City issues bonds for the payment of Developer's Reimbursement, the available funds in the Property TIRZ Fund shall be applied and paid out in the following order of priority: (a) first, to the City for the payment of costs associated with the Bond Issuance; (b) second, to the City for the payment of costs associated with the City Impact Fees and Park Development Fees, not to exceed (30%) of remaining funds within the Property TIRZ Fund, on an annual basis; and (c) third, Incentive Payments to the Developer.

a. Bond Issuance. The City shall issue Bonds as described below:

- (1) At any time, but no later than sixty days after the date when the annual Property TIRZ Fund is sufficient to service the annual principal and interest of debt service for the Developer's Reimbursement by a debt service coverage factor of 1.25 or greater, the City shall issue debt and pay the Developer's Reimbursement to Developer without prepayment penalty.
- (2) The debt service coverage factor shall be determined based on a fraction, the numerator of which is the available Property TIRZ Fund, and the denominator of which is the "Hypothetical Debt Service Payments" (herein so called). The Hypothetical Debt Service Payments shall be equal to the sum of annual principal and interest payments which would be due for the period in question assuming a principal balance equal to the sum of the On-Site Infrastructure Grant amortized over the period of time equal to the period of maturity for the City Bond (but no less than 20 years) at an interest rate equal to the rate of interest payable with respect to the City Bond.
- (3) The particular terms and provisions regarding the issuance of any bond instruments, certificates or other indebtedness will be subject to the sole discretion of the City Council of the City of Mansfield acting at the time such instruments are issued, not in contravention of the terms of this Agreement, and subject to State of Texas law and approval, as required by the Texas State Attorney General's office.

6. City Impact Fees. Developer will not be obligated to pay the City Impact Fees related to Blocks 1 and 5 as shown in Exhibit B. Such City Fees will be paid from the Property TIRZ Fund in accordance with the priorities set forth in Paragraph 4 of this Article 4 above. This provision is not applicable to any multifamily developments constructed on the Property.

7. Park Development Fees. Park Development Fees will be collected at the time of permit application and will be assessed according to rates in effect on March 15, 2021 ("Assessed

Park Development Fees”). The City will be reimbursed by the Property TIRZ Fund, in accordance with the priorities as set forth in Paragraph 4 of this Article 4 above, for the difference between the Assessed Park Development Fees and the Park Development Fees calculated based on rates in effect as of November 8, 2021 with the adoption of Ordinance OR-2227-21.

ARTICLE 5. TERMINATION

1. Termination. This Agreement may be terminated upon any one or more of the following:
 - a. by mutual written agreement of the Parties;
 - b. upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof, provided if said default or breach is not reasonably capable of being cured within such sixty (60) day period, the defaulting Party shall have such additional time as is reasonably necessary to cure such default or breach so long as the defaulting Party promptly commences curative actions and thereafter diligently pursues such curative actions;
 - c. upon written notice by City, if Developer suffers an event of bankruptcy or insolvency; or
 - d. upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this entire Agreement invalid, illegal, or unenforceable.

ARTICLE 6. MISCELLANEOUS

1. Indemnification. DEVELOPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY, ITS OFFICERS, OFFICIALS, CONSULTANTS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PRIVATE AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY CHARACTER, NAME, AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEY'S FEES, ARISING OUT OF, AND TO THE EXTENT CAUSED BY, ANY NEGLIGENT ACT OR NEGLIGENT OMMISSION OF DEVELOPER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN CONSTRUCTION OR DESIGN OF THE INFRASTRUCTURE IMPROVEMENT SEGMENTS PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY. NOTHING IN THIS INDEMNITY SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. DEVELOPER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Binding Obligation. Upon execution of this Agreement by all signatories hereto, this Agreement shall become a binding obligation on the signatories. The Public Parties warrant and represent that the individuals executing this Agreement on behalf of the Public Parties have full authority to execute this Agreement and bind the Public Parties to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to the same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

8. Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any Undocumented Worker as defined herein and according to Tex. Gov't. Code Sec. 2264.001. If after receiving the Economic Development Grant, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), then Developer shall repay the full amount of the payments received in accordance with this Agreement as of the date of such violation not later than one hundred twenty (120) days after the date Developer is convicted.

9. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted to perform shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic copy of this Agreement shall be treated for all purposes as an original.

11. Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

12. Limitation of Liability. The Parties further agree that neither Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

13. Right of Offset. The City may offset any amount owed to Developer for an On-Site Infrastructure Grant payment or an Incentive Payment against any amount which is lawfully due to the City from Developer.

14. Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or

2. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

3. Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. Developer may assign all or part of its rights and obligations hereunder: (a) to any Affiliate effective upon written notice to the City, provided the Affiliate agrees in writing to comply with each and every obligation of Developer in this Agreement and said agreement is delivered to City with the written notice; or (b) to any entity other than an Affiliate with the prior written approval of the City, which approval shall not be unreasonably withheld.

4. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Mansfield, Texas
 Attn: City Manager
 1200 E. Broad Street
 Mansfield, Texas 76063

With a copy to: TOASE, LLP
 Attn: Bradley A. Anderle
 6000 Western Place, Suite 200
 Fort Worth, Texas 76107

If to Developer: David Berzina and Robert Jonas
 6912 Vista Ridge Dr W
 Fort Worth, TX 76132-4572

With a copy to: Kelly Hart & Hallman LLP
 Attn: Jody Walker
 201 Main Street, Suite 2500
 Fort Worth, Texas 76102

5. Attorneys' Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

6. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

EXECUTED by the Parties, signing by and through their representatives, duly authorized to execute same.

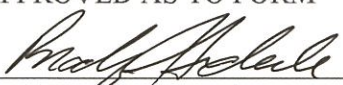
"City"
CITY OF MANSFIELD, TEXAS

By: 
Joe Smolinski, City Manager, or designee

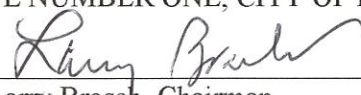
ATTEST:


Susana Marin, City Secretary

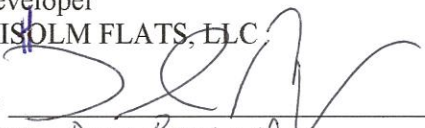
APPROVED AS TO FORM


Bradley A. Anderle, City Attorney

"Board"
BOARD OF DIRECTORS OF REINVESTMENT
ZONE NUMBER ONE, CITY OF MANSFIELD

By: 
Larry Brose, Chairman

"Developer"
CHISOLM FLATS, LLC

By: 
Name: Dave Berzina
Title: Partner

condition.

15. Rough Proportionality. As additional consideration for the payments received by Developer under this Agreement, Developer agrees that all dedications, construction costs and other payments made by Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and Developer hereby waives any claim therefore that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

16. Easements and Right-of-Way Acquisition. The City will acquire easements and right-of-way outside of the Property necessary for the construction of Off-Site Infrastructure Improvement Segments with the intent to enable the delivery of said Off-Site Infrastructure Improvement Segments within 36 months of the Effective Date. The Developer's commitments for Off-Site Infrastructure Improvement Segments are subject to the timely acquisition of such easements and right-of-way. If City fails to acquire the necessary right-of-way and/or easements for those Off-Site Infrastructure Improvement Segments within 36 months of the Effective Date of this Agreement, then Developer will be released from all obligations for said Off-Site Infrastructure Improvement Segments, and completion of those Off-Site Infrastructure Improvement Segments will not be a condition to qualify for any On-Site Infrastructure Grant payments or Incentive Payments.

[Signature Page Follows]

(CITY OF MANSFIELD)

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of February, 2023, by **Joe Smolinski**, City Manager of the City of Mansfield, Texas, or his designee, on behalf of the City of Mansfield, Texas.



S. Marin
Notary Public in and for the State of Texas

(REINVESTMENT ZONE NUMBER ONE)

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of February, 2023, by **Larry Broseh**, Chairman of the Board of Directors of Reinvestment Zone Number One, City of Mansfield, on behalf of the Reinvestment Zone Number One, City of Mansfield.



S. Marin
Notary Public in and for the State of Texas

(DEVELOPER)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____ of Chisolm Flats, LLC, a Texas limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

Exhibit A
Concept Plan

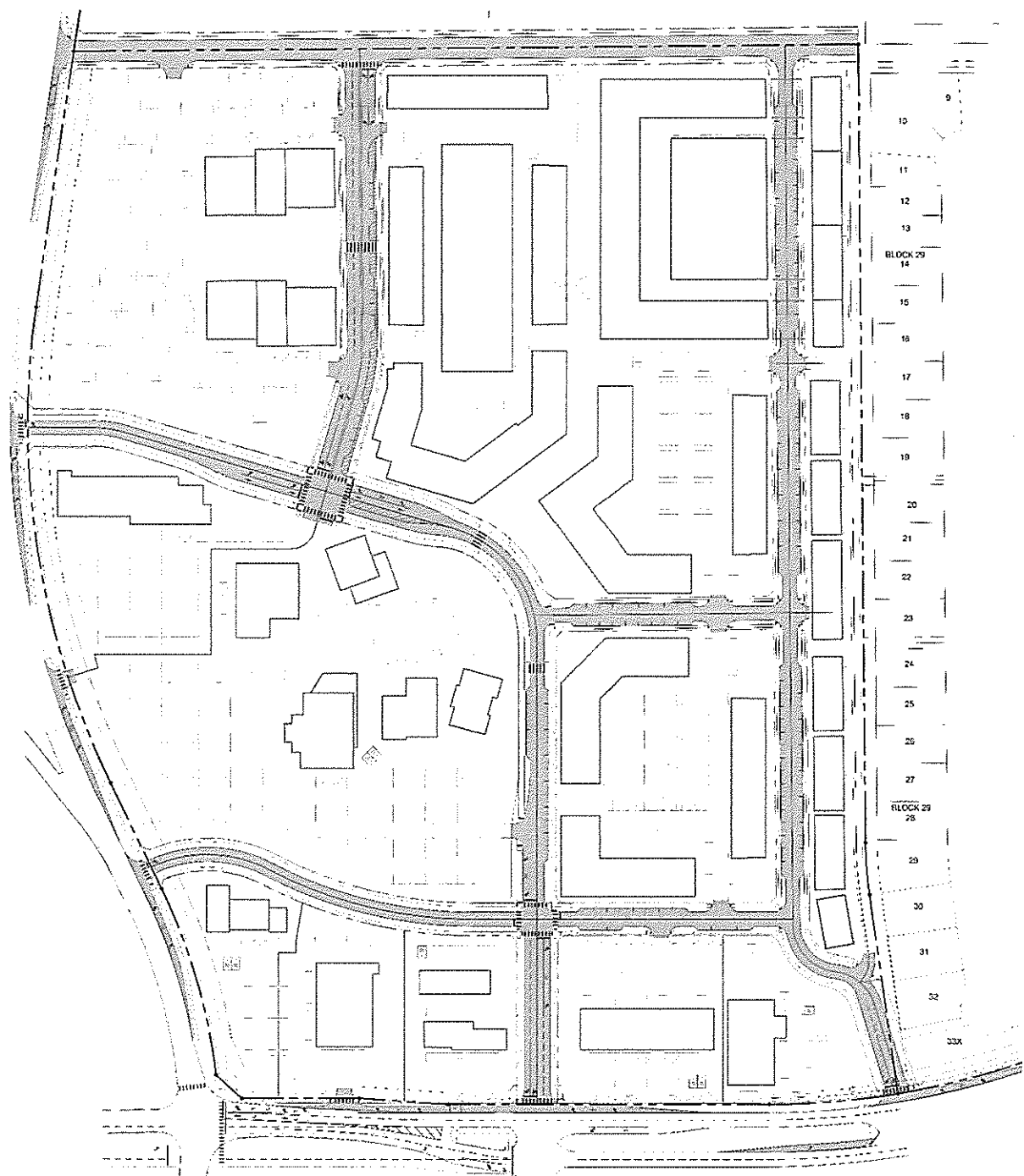
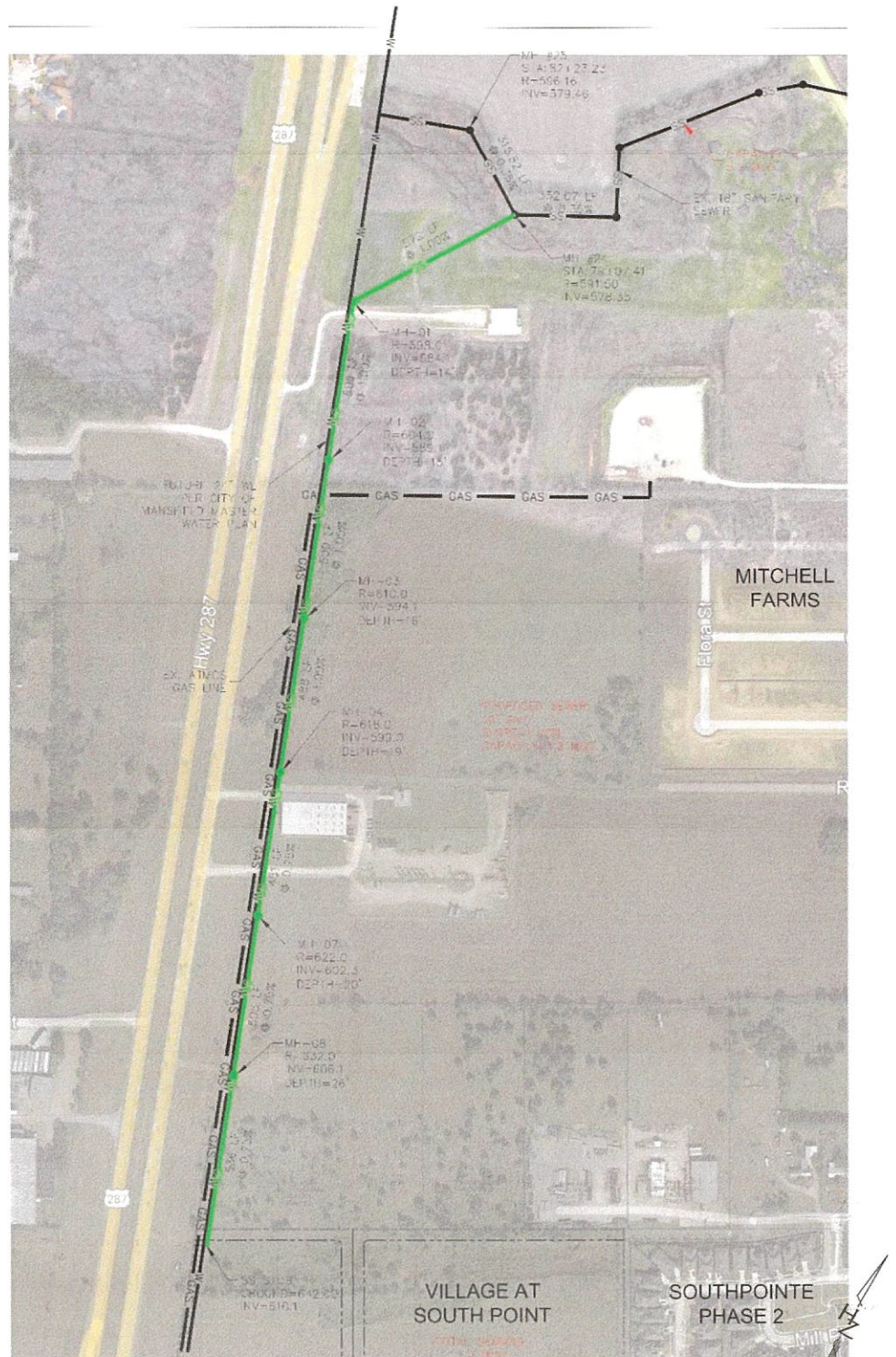


Exhibit B Block Layout Plan



Exhibit C Off-Site Sewer



OFFSITE SEWER - WEST EXHIBIT
VILLAGE AT SOUTH POINT

REVISION A
JULY 11, 2022

0 150 300 600
SCALE: 1" = 300'

HUETT-ZOLLARS

Exhibit D Off-Site Water

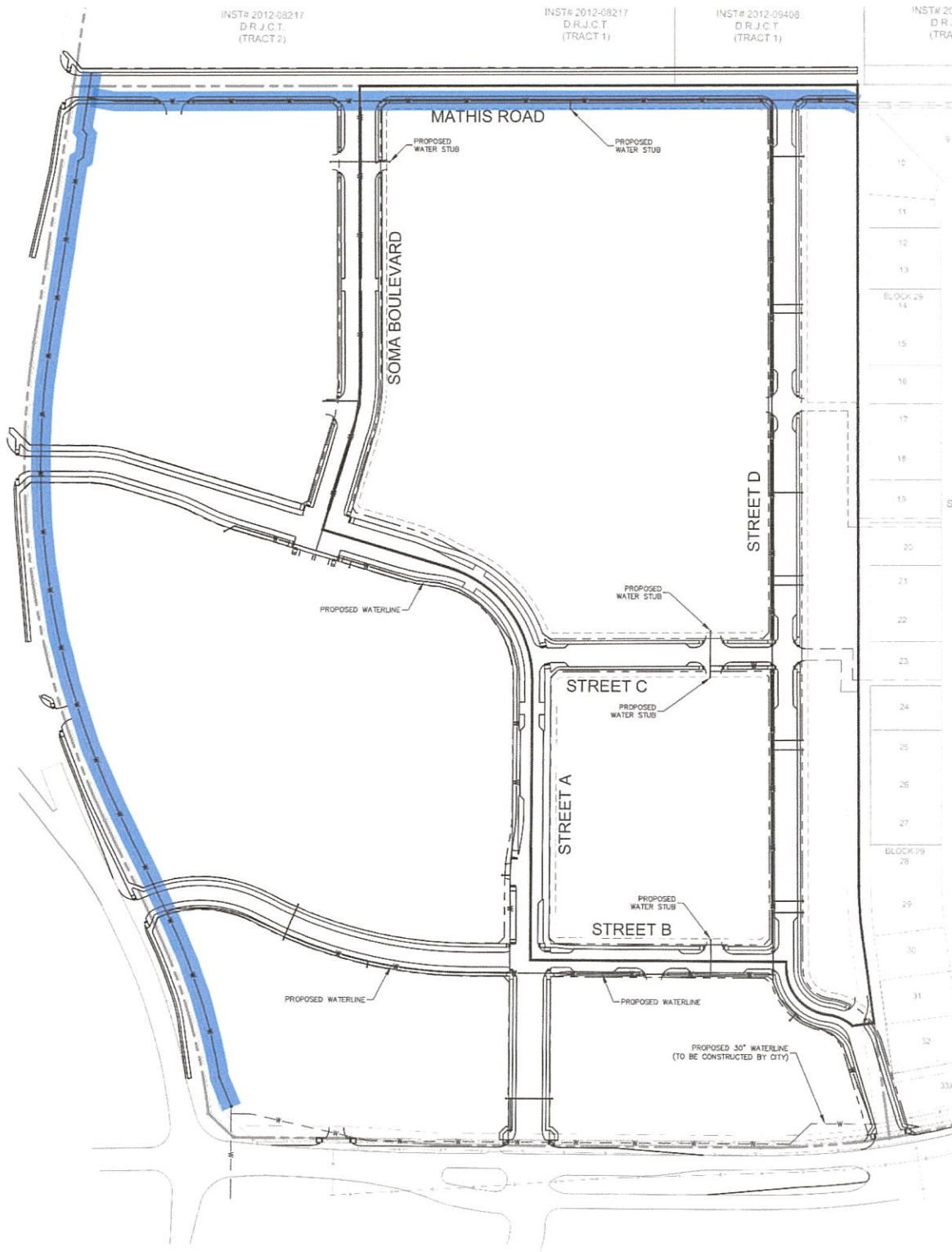


Exhibit E
Off-Site Roads & Storm Sewer

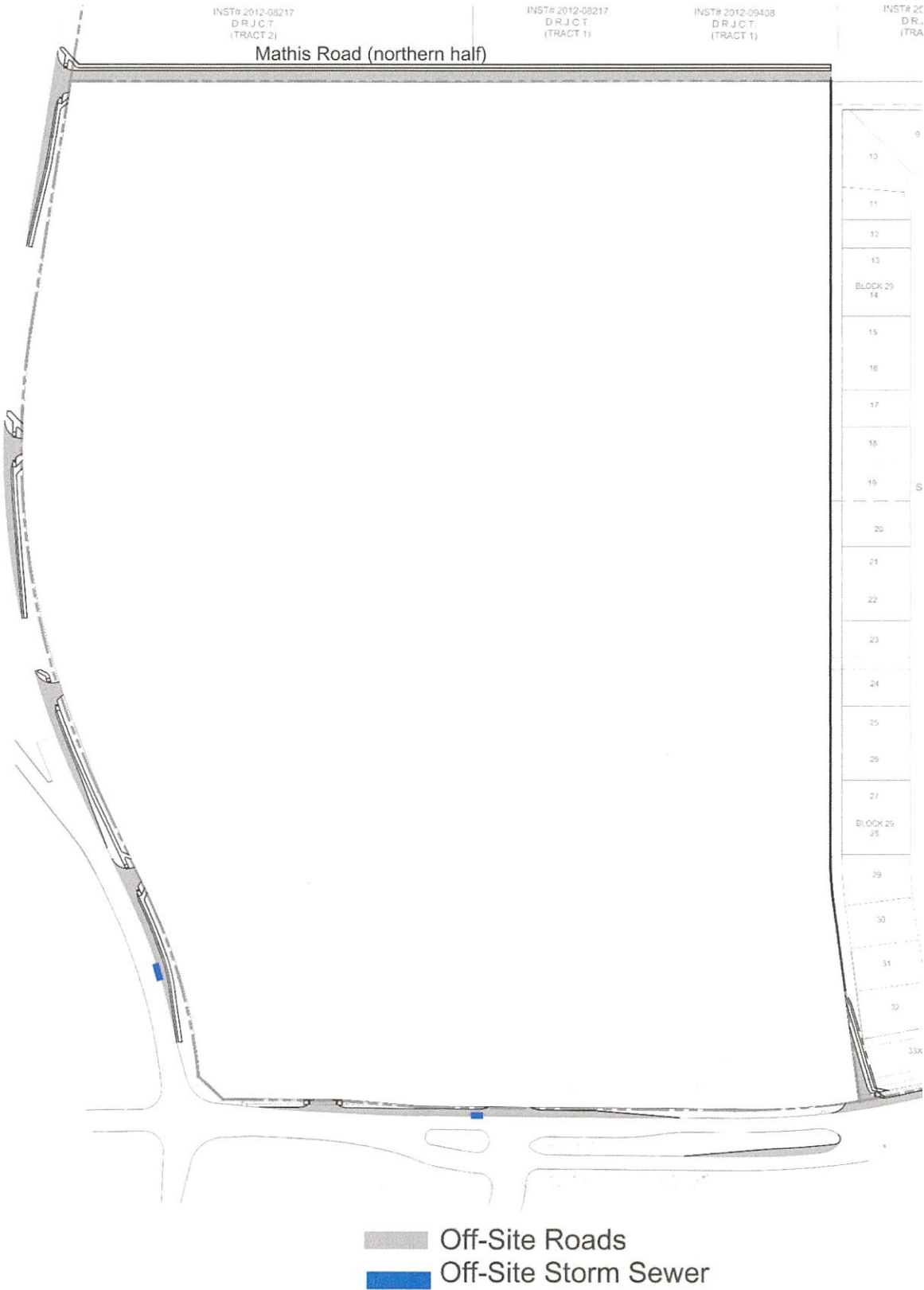
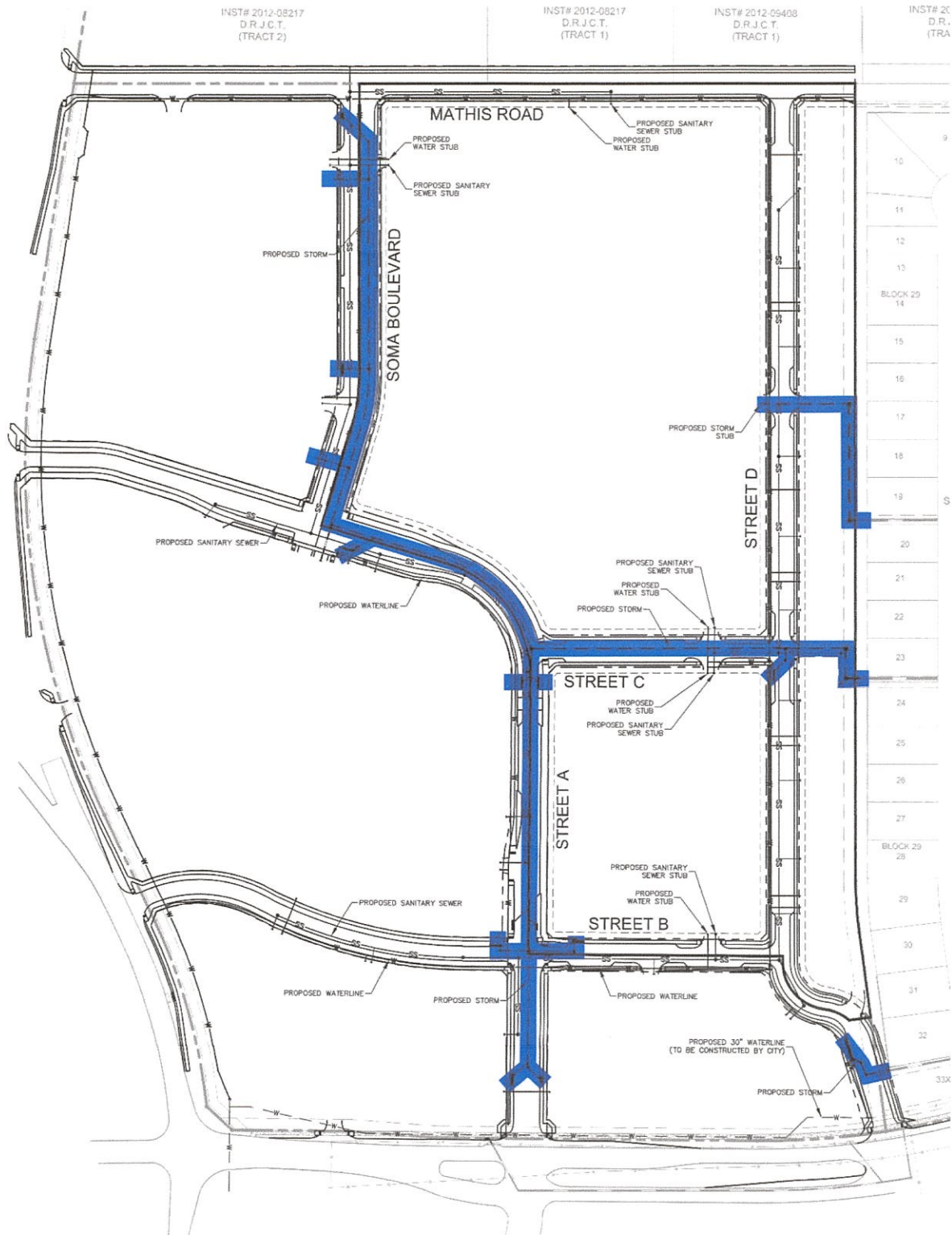
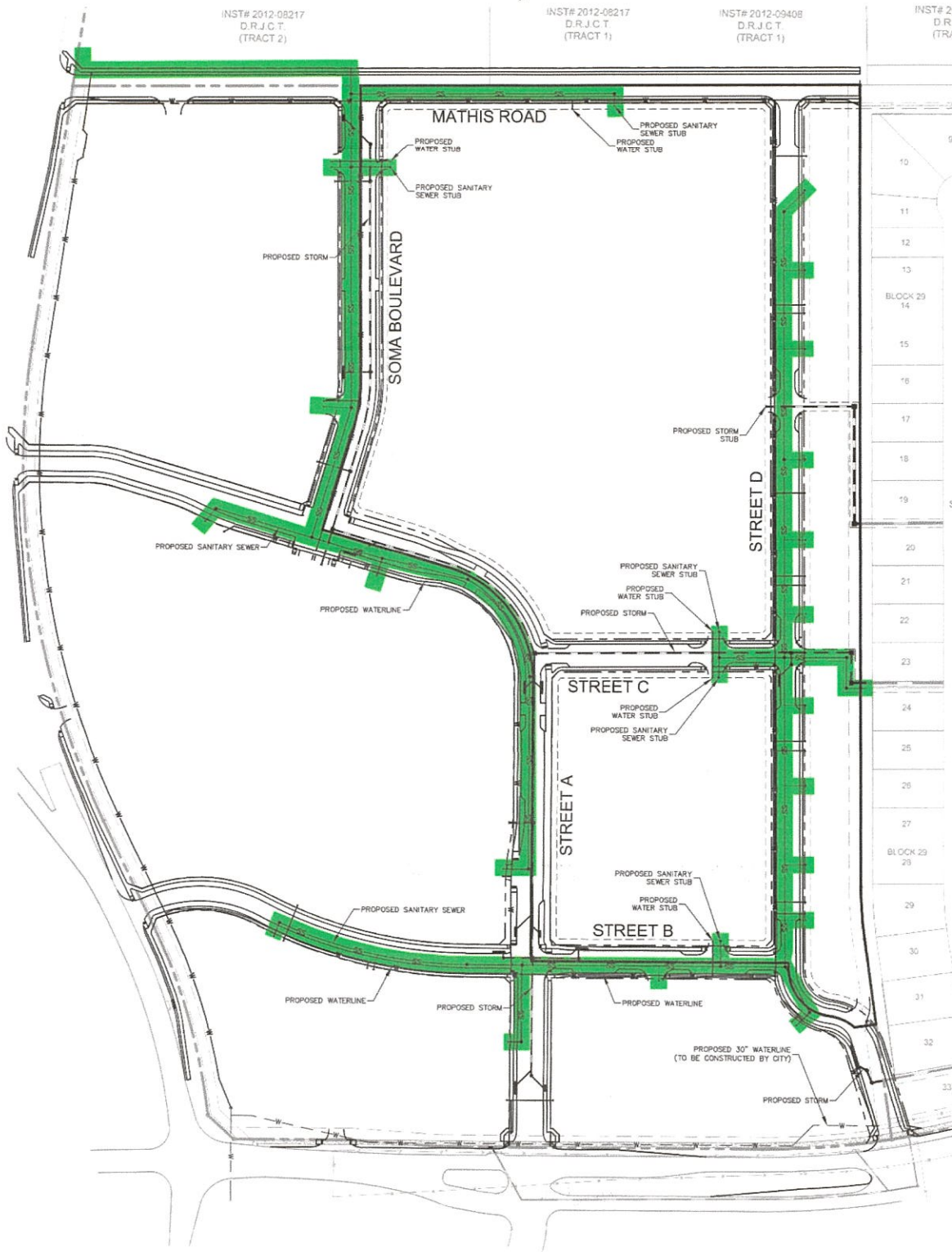


Exhibit F-1 On-Site Storm Sewer



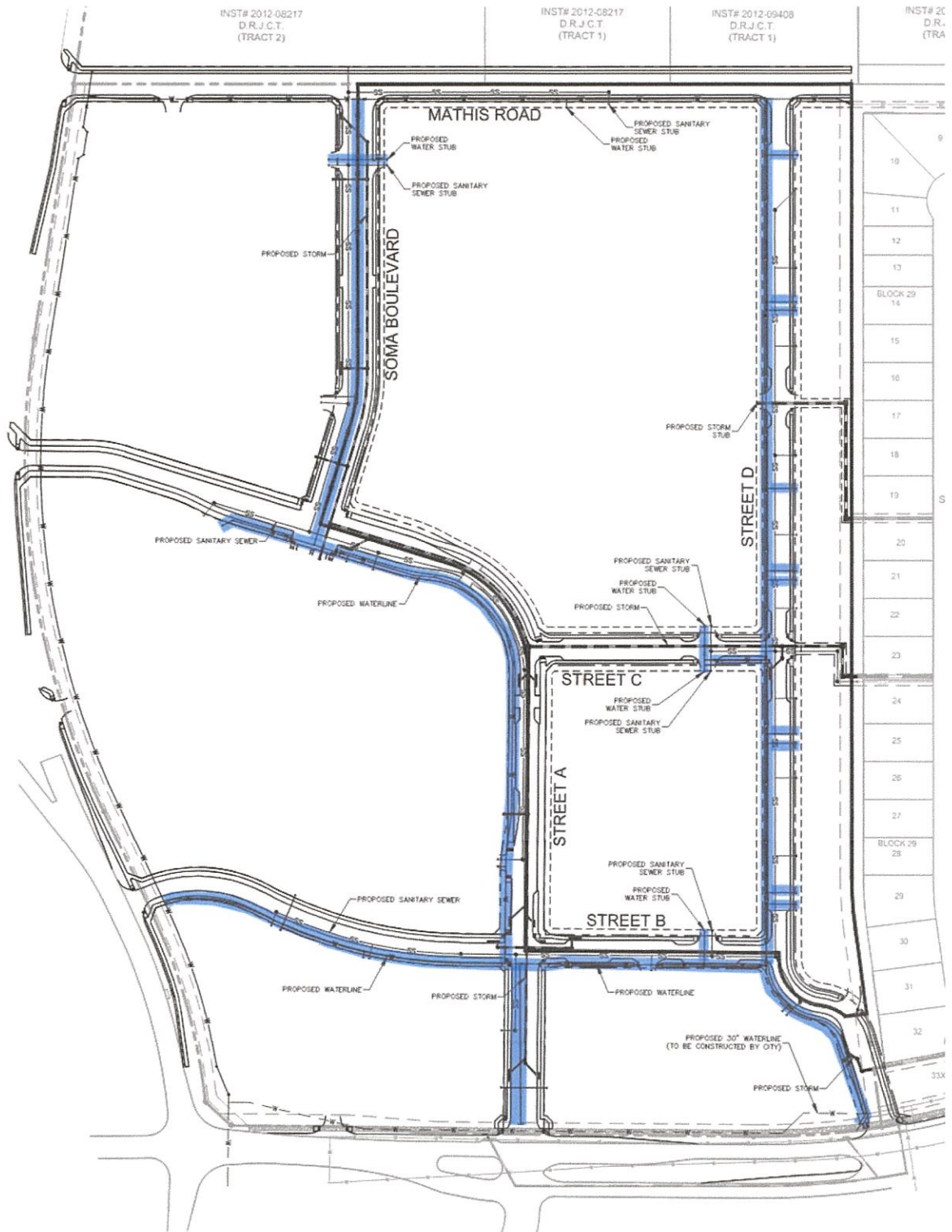
On-Site Storm

Exhibit F-2 On-Site Sanitary Sewer



On-Site Sewer

Exhibit F-3 On-Site Water



On-Site Water

Exhibit G
On-Site Roads

To be inserted by Developer upon review and approval by City Engineer

Exhibit H On-Site ROW Landscaping

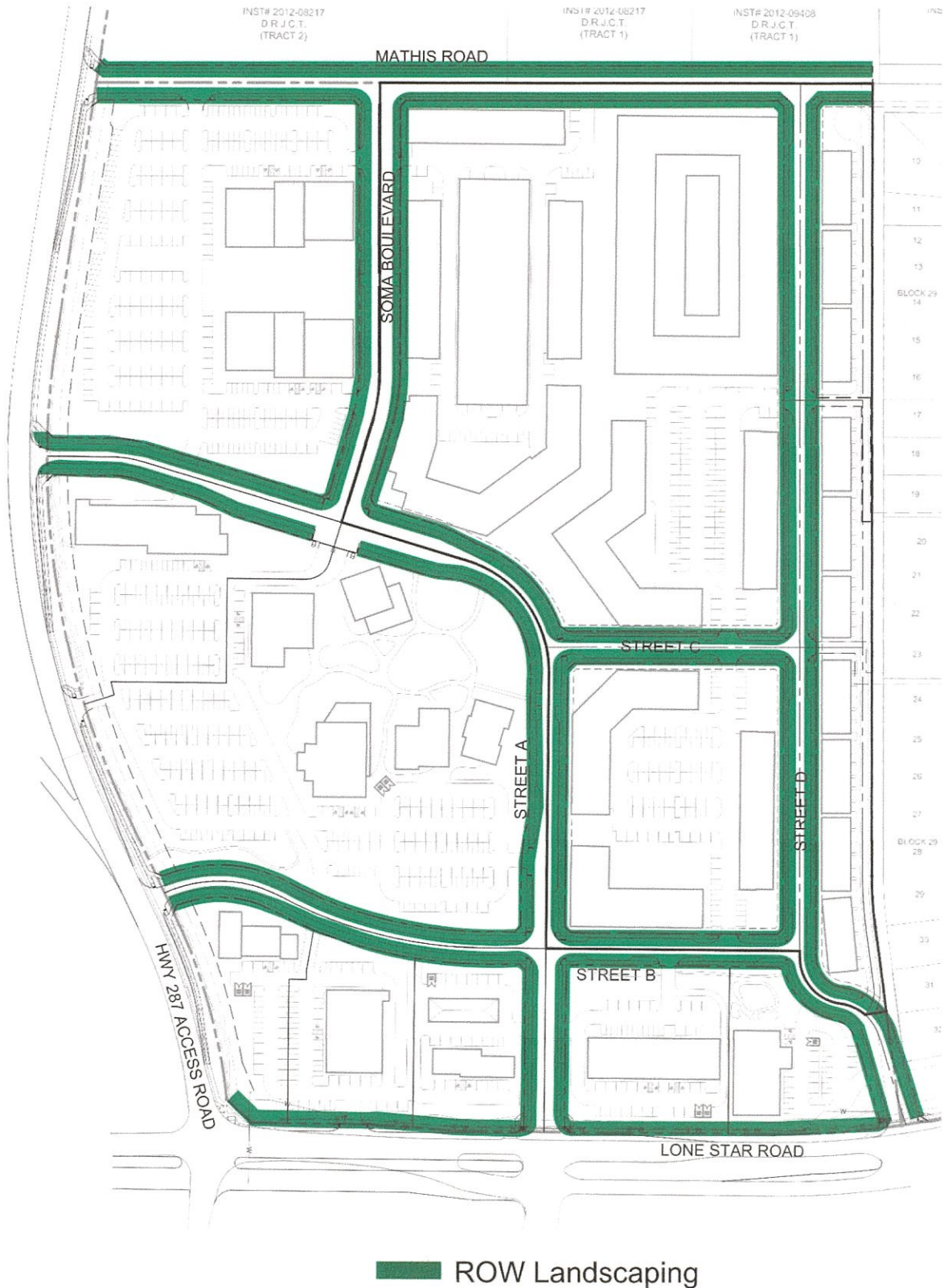


Exhibit I Civic Space



** Perimeter Park and Pocket Park Space shown above only reflects space available for Civic Space requirements per S District zoning; final definition of spaces will be made upon site plan review of each lot*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chisholm Flats, LLC
Fort Worth, TX United States

Certificate Number:
2023-981549

Date Filed:
02/09/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Mansfield, Texas, a municipal corporation

Date Acknowledged:
3.1.23 *Smartin*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2.13.2023

Project Number 22-24; Tax Increment Reinvestment Zone Reimbursement & Chapter 380 Economic Development Agreement;
Commercial/Mixed-Use Development of 54 acre site

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DAVID BERZINA, and my date of birth is 6-2-65.

My address is 6912 VISTA Ridge Drive West FORT WORTH, TX 76132 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 9th day of February, 2023.
(month) (year)

[Signature]

Signature of authorized agent of contracting business entity
(Declarant)

COLLATERAL ASSIGNMENT OF AGREEMENT

THIS COLLATERAL ASSIGNMENT OF AGREEMENT ("Assignment") dated as of AUGUST 31, 2023 (the "Effective Date"), is executed by (a) CHISHOLM FLATS LLC, a Texas limited liability company ("Assignor"), for the benefit of (c) PLAINSCAPITAL BANK, a Texas state bank (together with its successors and assigns, "Assignee").

RECITALS:

A. WHEREAS, Assignor is party to that certain TAX INCREMENT REINVESTMENT ZONE REIMBURSEMENT & CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT dated as of FEBRUARY 22, 2023, and by and between (i) THE CITY OF MANSFIELD, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION OF THE STATE OF TEXAS (the "City"), (ii) THE BOARD OF DIRECTORS (the "Board") OF REINVESTMENT ZONE NUMBER ONE, CITY OF MANSFIELD (the "Zone"), and Assignor (as amended, modified, supplemented and/or amended and restated from time to time, the "Agreement"), a copy of which is attached hereto as Exhibit A.

B. WHEREAS, it is expressly understood that the execution and delivery of this Assignment is a condition precedent to Assignee's obligation to extend credit to Assignor under that certain LOAN AND SECURITY AGREEMENT, dated as of the Effective Date, and by and between Assignee and Assignor (the "Loan Agreement").

C. NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

2. **Collateral Assignment.** Assignor hereby transfers, assigns and conveys all of its rights, powers, privileges, and interests in, to, and under the Agreement to Assignee.

3. **Exercise of Assignee's Remedies.** Although it is the intention of the parties that the assignment hereunder is a present assignment, Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default. Upon the occurrence of an Event of Default, Assignee shall have the right (but not the obligation) to assume all rights, obligations, and responsibilities of Assignor under the Agreement. Nothing herein contained shall be deemed to affect or impair any rights which the Assignee may have under the Loan Agreement or the other Loan Documents.

4. **Notice of Default Under Agreement.** Promptly upon the occurrence of a default or event of default under the Agreement, the City shall deliver to Assignee written notice thereof.

5. **Representations and Warranties.** Assignor hereby represents and warrants that: (a) it has not assigned, hypothecated or pledged its interest in the Agreement, nor has it performed any acts or executed any other instrument which might prevent Assignee from exercising any of its rights under the terms and conditions of this Assignment; (b) there have not been any amendments, modifications or supplements to the Agreement, either orally or in writing; (c) the Agreement is in full force and effect and constitutes valid and legally enforceable obligations of the parties thereto; and (d) there exists no default under the terms, covenants or provisions of the Agreement, nor is there any state of facts which, with the giving of notice, passage of time or both, would constitute a default or event of default thereunder.

6. **No Liability of Assignee Under Agreement.** Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Agreement by reason of this Assignment, unless and until it elects to assume all obligations of Assignor under the Agreement as provided in Section 2 hereof. This Assignment and Assignee's performance hereunder shall not release Assignor of any liability under the Agreement.

7. **Negative Covenants.** The City and Assignor each agrees not to do, or suffer to be done, any of the following acts without the prior written consent of Assignee first being had and obtained, to wit: (a) cancel, terminate or surrender the Agreement; (b) forgive any obligation thereunder; (c) materially modify the Agreement; (d) assign any interest in the Agreement or any portion thereof; or (e) fail to perform any obligation in accordance with the provisions thereof, which failure would constitute a default under the Agreement and which failure shall continue beyond any applicable notice and cure periods provided under the Agreement. Except as allowed under this Section any of said acts, if done or suffered to be done without Assignee's prior written consent, shall constitute an Event of Default under the Loan Agreement.

8. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be given in accordance with the Loan Agreement. Any notice sent to the parties herein shall be sent to the addresses as set forth herein.

9. **Power of Attorney.** From and after the occurrence of an Event of Default or a default under any Agreement, and during the continuance thereof, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to, and under the Agreement. This power of attorney is coupled with an interest and cannot be revoked, modified or amended without the written consent of Assignee.

10. **Successors and Assigns.** All the covenants and agreements hereinabove contained on the part of Assignee, Assignor and the City shall inure to the benefit of and bind their successors and assigns, respectively.

11. **Duplicate Originals; Counterparts.** This Assignment may be executed in any number of duplicate originals, and each duplicate original will be deemed to be an original. This Assignment (and each duplicate original) also may be executed in any number of counterparts, each of which will be deemed an original and all of which together constitute a fully executed Assignment even though all signatures do not appear on the same document.

12. **Severability.** Wherever possible, each provision of this Assignment must be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

13. **Entire Agreement; No Oral Modifications.** This Assignment shall supersede all prior written or oral understandings and agreements with respect thereto and no modification or waiver of any provision of this Assignment will be effective unless set forth in writing and signed by the parties hereto

14. **Governing Law; Waiver of Jury Trial; Jurisdiction.** IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THIS ASSIGNMENT. EACH OF THE PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF TEXAS OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS ASSIGNMENT, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF TEXAS, (C) SUBMITS TO THE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT, AND (D) AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN

ANY OTHER FORUM (BUT NOTHING HEREIN WILL AFFECT THE RIGHT OF ASSIGNEE TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM).

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.***

IN WITNESS WHEREOF, the Assignor and the City have caused this Assignment to be executed effective as of the day and year first above written.

ASSIGNOR:

CHISHOLM FLATS LLC,
a Texas limited liability company

ADDRESS:

6912 Vista Ridge Drive W.
Fort Worth, Texas 76132

By: _____
Name: David C. Berzina
Title: Manager

By: _____
Name: Robert M. Jonas
Title: Manager

ACKNOWLEDGED AND AGREED TO BY:

THE CITY:

CITY OF MANSFIELD, TEXAS

ADDRESS:

1200 E. Broad Street
Mansfield, Texas 76063

By: _____
Name: Joe Smolinski
Title: City Manager

EXHIBIT A
AGREEMENT
(Attached)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5588

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Special Event

Agenda Number:

Title

Request for Special Event Permit: 2023 Run with Heart

Requested Action

Approval of the Special Event Permit for the 2023 Run with Heart

Recommendation

City staff has reviewed the application and recommends approval with the following conditions:

Building Safety

1. In accordance with City Ordinance Chapter 50.50 and 50.60 waste and recycling haulers for construction sites are required to have a franchise or license to operate within the City of Mansfield. Currently, only Republic Services is franchised as an operator. Violations of this ordinance may result in fines for both the hauler and contractor of up to \$2000/day.

Environmental Services

1. All event, start/stop, and rest areas shall have adequate waste receptacles and serviced to prevent litter accumulation.
2. The event route shall be policed immediately after the event to collect any stray litter.

Description/History

This is an event hosted by the Mansfield Methodist Medical Center and the event assembly will take place at 2700 East Broad Street. The event will include a 5K run/walk. The event will take place on Saturday, November 4, 2023 from 7:30 a.m. to 11:00 a.m.

Justification

N/A

Funding Source

N/A

Prepared By

Clarissa Carrasco, Administrative Assistant II
Department of Planning and Development Services
817-276-4229

Applicant:
Demery Cox
682-552-9555

CITY OF MANSFIELD | Event Questionnaire

Event: **2023 Mansfield Run With**Date(s): **11/4/2023**

Please submit this and all other required forms at least 60 Days before your event date.

Public or Private Event

Will your event be open to the public?

YES If yes, the following is required:

☒ General Liability Insurance Certificate

Parade, Block Party, City Streets, Parking Lots

Do you plan to close, block, or use a City street, trail, or sidewalk?

Do you plan to close a street that will impact residents & businesses?

Do you plan to use a private parking lot or other private property?

YES If yes, the following is required:

☐ Street Closure & Notification Form

☒ Street Closure & Notification Form

☐ Letter with Written Permission

Attendance, Tents, and Stage

Do you anticipate 1,000+ event attendees or street/sidewalk spectators?

Do you plan to use a tent larger than 400 sq. ft. or a canopy in excess of 700 sq. ft.?

YES If yes, the following is required:

☐ Fire Operational Permit

☐ Fire Operational Permit

Food, Drinks, or Merchandise Vendor Booths

Will your vendor(s) serve or sell food, drinks, and/or merchandise?

Will you serve or sell food, drinks, and/or merchandise?

Will you have food truck(s) that will serve or sell food or drinks?

YES If yes, the following is required:

☐ Vendor List

☐ Park Vendor and Temp. Food Permit

☐ Vendor List

Sanitation, Water, Waste Water, and Recycling

Will you need a dumpster and/or ClearStream® container for your event?

Will you or vendors need to dispose of water per Regulatory Compliance?

Will you need assistance developing a Trash and Recycling Plan for your event?

YES If yes, the following is required:

☐ Solid Waste Service Request

☐ Temporary Food Permit

☐ Solid Waste Service Request

Amplified Sound at Outdoor Festivals and/or Event

Will you have amplified sound over 70 dba

Will you have amplified sound Monday-Saturday, after 10 p.m.

Will you have amplified sound anytime on a Sunday

Will you have amplified sound over 65 dba on a Sunday

YES If yes, the following is required:

☐ A Letter of Request for an exception to the noise ordinance is required and must be submitted 90 days in advance of the event for City Council's consideration.

Alcohol on City-Owned Property

Do you or a vendor plan to serve or sell alcohol in a parking lot or in the street?

Do you or a vendor plan to serve or sell alcohol on City-owned property?

Do you or a vendor plan to serve or sell alcohol in a park?

Do you plan to apply for a temporary TABC permit for your event?

Do you plan to partner with a vendor who is licensed/permitted by TABC?

YES If yes, the following is required:

☐ TABC License and Health Permit
☐ City Council's Approval, TABC Permit, Public Safety Request
☐ Park Board and City Council's Approval, TABC Permit, Police, Lease
☐ Liquor Liability Insurance is required by the TABC permit holder that is serving or selling the alcohol.

Requests for Services by City Departments

Will you be placing portable restrooms on City property?

Will you need to request an in-kind City service in the form of co-sponsorship?

YES If yes, the following is required:

☐ Parks Service Request and Approval
☐ City Council Letter of Request

None of the above apply to my request for a Special Event Permit

☐ None of the above apply

CITY OF MANSFIELD | Special Event Permit Application

Applicant Information:

Applicant Name: **Demery Cox**

Mobile Number: **682-552-9555**

Street Address: **601 Winterwood Dr.**

City, State, Zip: **Kennedale, TX 76060**

Email Address: **coxracingservices@gmail.com**

HOT Funds or Cash Sponsor Recipient? ☐ Yes ☒ No

Applicant is, check all that apply: ☒ Event Organizer ☒ On-site Emergency Contact ☒ Organization Representative

Organization Information: ☐ Same as Applicant

Organization: **Mansfield Methodist Medical Center**

Mobile Number: **214-724-7807**

Street Address: **2700 E. Broad Street, Mansfield, TX 76063**

City, State, Zip: **Mansfield, TX 76063**

Email Address: **angelbiasaitti@mhd.com**

Current HOT Funds Recipient? ☐ Yes ☒ No

Type of Organization, check all that apply: ☒ Nonprofit ☐ City Board/Committee

☐ School ☐ Business ☐ Volunteer ☐ Individual ☐ Other

Event Information:

Event Name: **2023 Mansfield Run With Heart**

Event Date(s): **11/4/2023**

Event Location: **2700 E. Broad St., Mansfield, TX 76063**

Total Event Attendance: **500**

On Site Contact: **Demery Cox**

Mobile Number: **682-552-9555**

Select all that apply:

Applicant Booth: ☐ Food/Drink (distribute or sell) ☐ Alcohol (distribute or sell) ☒ Merchandise (distribute or sell)

Vendor Booths: ☐ Food/Drink (distribute or sell) ☐ Alcohol (distribute or sell) ☒ Merchandise (distribute or sell)

Amplified Sound ☐ Live Music ☒ DJ Music ☐ Stage ☒ Speech and/or Announcements

Activities: ☒ Run/Bike Race ☐ Parade ☐ Games/Crafts/Arts ☐ Inflatable(s) ☐ Carnival/Fair

Service Needs: ☒ Police Security ☐ Fire/EMS ☒ Street Closure(s) ☐ Parks ☐ Solid Waste

Admission: ☐ Free Open to the Public Event ☒ Fundraising Event ☒ Ticketed ☐ Private Event

Please provide a brief description of your event: **This event is designed to be conducted at Mansfield Methodist Medical Center and the proceeds from this event**

	Day of the Week	Date and Year	Set-up Time	Start Time	End Time	Take-Down Time Frame	Daily Attendance
DAY 1	Saturday	11/04/23	5:00am	7:30am	11:00am	11:30am	500
DAY 2							
DAY 3							
DAY 4							
DAY 5							

Additional Details, as Needed:

CITY OF MANSFIELD | Public Safety Plan

Event: **2023 Mansfield Run With**Date(s): **11/4/2023**

Communications and Crowd Management

Event Coordinator and/or Volunteer: **Angel Biasatti**Mobile Number: **214-724-7807**

Method of Crowd Communication:

i.e. PA system, megaphone, etc.

PA System

Number of

Event Staff:

50

Method of Event Staff Communication:

i.e. hand-held radios, mobile phone, etc.

Mobile Phone

Number of

Volunteers:

150

Method of Event Staff Identification:

i.e. uniforms, event shirts, badges, etc.

Volunteer Shirts

Number of

Vendors:

10

Attendance to Event Staff Ratio:

i.e. one staff for every 250 attendees

1 for ever 50 attendees

Total Guest

Attendance:

500

Crowd Control Measures to be Used:

Mansfield PD will have a command post on site.

Booth and Mobile Truck Vendors: A list of ALL vendors and their location on the Site Map is required and due at the time of the permit application. Vendors on the list, must match the Site Map and the receipts of Park Vendor Permits obtained prior to the event or thereafter.

Event Security Management

Event Coordinator and/or Volunteer: **Angel Biasatti**Mobile Number: **214-724-7807**

Public Security Service Provider:

i.e. City of Mansfield PD, Tarrant County, etc.

Mansfield Police

Mobile Number:

817-276-4788

Private Security Service Provider:

i.e. if you plan to use security guards

Hospital Police

Mobile Number:

682-242-6400

Fire Prevention & Emergency Medical Management

Event Coordinator and/or Volunteer: **Karen Yates**Mobile Number: **214-724-7807**

Confirm the following are identified on the Site Map or Public Safety Map for larger events

☒ First-aid station(s) ☐ Fire Lanes ☐ Fire Extinguishers ☐ EMS entry-exit access points

☐ Public entry-exit access points & parking ☐ AED Station

Emergency Command Post | Missing Person, Weather Emergency, etc.

In the event of extreme weather or other emergencies, the City of Mansfield will refer to the Command Post and the individual listed below as the point person for emergency updates, announcements, cancellations, and/or other event emergency communications.

City of Mansfield Police and Fire Department will have final approval of your public safety plan.

CITY OF MANSFIELD | Street Closure Request

Applicant Name: **Demery Cox**

Event Name: **2023 Mansfield Run With Heart**

Date of Street Closure Request: **11/4/2023**

Purpose of Request: **Run/Walk (Start & Finish Area)**

Type of Request: ☐ Parade ☐ Block Party ☐ March ☒ Run/Walk ☐ Bike ☐ Street Festival ☐ Parking Lot Party ☐ Other

Rolling Street Closure Request | Parade, March, Fun Run or Similar; complete all that apply

Assemble Time: **6:00am**

Assemble Location: **Hostpital Drive (Behind Hostpital)**

Start Time: **7:00am**

Disassemble Location: **Hostpital Drive (Behind Hostpital)**

End Time: **11:00am**

Length or Distance of Parade, Fun Run, or Other: **Half Marathon**

Estimated Number of Entries: **400** Participants

Vehicles

Bikes

100 Spectators

Animals

Full Street or Parking Lot Closure Request | Complete all that apply

Start Closure Time:

Street(s) Closure Location:

End Closure Time:

Parking Lot Location:

Street Closure and Notification Form is required

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

- ☒ I ACKNOWLEDGE that a map of the route is required; hand drawn maps are not accepted.
- ☒ I ACKNOWLEDGE that a Traffic Control Plan is required for street closure requests, unless told otherwise.
- ☒ I ACKNOWLEDGE that use of a private parking lot will require Written Right of Possession from the property owner.
- ☒ I ACKNOWLEDGE that the Street Closure Form and Street Closure Notification Form may be required
- ☒ I ACKNOWLEDGE that if the closure requires a detour plan, then the TCP must show the detour route and all traffic control devices
- ☒ I ACKNOWLEDGE that all traffic control will be designed and maintained by a professional barricade company
- ☒ I ACKNOWLEDGE that all streets closure requests and approvals will need to be approved by David Boski prior to the approval of the Special Event permit.

Applicant Signature **Demery Cox**

Digitally signed by Demery Cox
Date: 2023.07.14 14:15:24 -05'00'

Date **7/14/2023**

CITY OF MANSFIELD | Street Closure Form

Applicant Name: **Demery Cox**

Event Name: **2023 Mansfield Run With Heart**

Date of Street
Closure Request: **11/4/2023**

Purpose
of Request: **Run/Walk (Start & Finish Area)**

Type of Closure: ☐ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **N/A**

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: ☐ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **N/A**

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: ☒ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Hospital Dr.**

Cross Street | From: **Matlock Rd.**

Start Time: **7:30am**

Cross Street | To: **Miller Rd.**

End Time: **11:00am**

Type of Closure: ☐ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **S. Cannon Dr.(Spoke Sgt. Graves, this street will not be closed) runners will stay on right)**

Cross Street | From: **Scenic Glen Dr.**

Start Time: **7:30am**

Cross Street | To: **Dove Valley Ln.**

End Time: **10:30am**

Type of Closure: ☒ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Regency Parkway**

Cross Street | From: **Heritage Parkway**

Start Time: **8:00am**

Cross Street | To: **130 Regency Parkway**

End Time: **9:00am**

CITY OF MANSFIELD | Additional Street Closure Form

Applicant Name: **Demery Cox**

Event Name: **2023 Mansfield Run With Heart**

Date of Street
Closure Request: **11/4/2023**

Purpose
of Request: **Run/Walk (Start & Finish Area)**

Type of Closure: ☒ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Scenic Glen Dr. (Spoke Sgt. Graves, this street will not be closed) runners will stay on right)**

Cross Street | From: **Miller Rd.**

Start Time: **7:30am**

Cross Street | To: **S. Cannon Dr.**

End Time: **10:00 am**

Type of Closure: ☐ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Dove Valley Ln. (Spoke Sgt. Graves, this street will not be closed) runners will stay on right)**

Cross Street | From: **Miller Rd.**

Start Time: **7:30am**

Cross Street | To: **S. Cannon Dr.**

End Time: **10:00am**

Type of Closure: ☒ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Miller Rd. (partial or lone lane closed)**

Cross Street | From: **Hospital Dr.**

Start Time: **7:30am**

Cross Street | To: **Heritage Parkway**

End Time: **10:30am**

Type of Closure: ☒ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **Heritage Parkway**

Cross Street | From: **Miller Rd.**

Start Time: **7:45am**

Cross Street | To: **S. Wisteria St.**

End Time: **10:45am**

Type of Closure: ☐ Lane Closure ☐ Street Closure ☐ Sidewalk Closure ☐ Street Crossing (intersection) ☐ Block/Cul-de-Sac

Street/Intersection: **S. Wisteria St. (Spoke Sgt. Graves, this street will not be closed) runners will stay on right)**

Cross Street | From: **Heritage Parkway**

Start Time: **8:00am**

Cross Street | To: **Fort Worth St.**

End Time: **11:00am**

CITY OF MANSFIELD | Street Closure Notification Form

Applicant Name: **Demery Cox**

Event Name: **2023 Mansfield Run With Heart**

Date of Street
Closure Request: **11/4/2023**

Purpose
of Request: **Run/Walk (Start & Finish Area)**

First and Last Name	Street Address	Signature	Circle One	Absent
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
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			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	

All property owners, business owners, and /or tenants impacted by the Street Closure Request MUST be contacted and informed of the proposed closure and indicate their favor or opposition. If additional sheets are needed, please photocopy this form.

A Traffic Control Plan must also be presented at the time of notification. The event organize business card, flier, or other notification of visit must be provided and left if the resident business owners or tenant is absent.

CITY OF MANSFIELD | Fire Operational Permit Application



Applicant Name: **Demery Cox** Mobile Number: **682-552-9555**
 Street Address: **601 Winterwood Dr.** City, State, Zip: **Kennedale, TX 76060**
 Email Address: **coxracingservices@gmail.com** Event Date: **11/4/2023**
 Event Name: **2023 Mansfield Run With Heart** Estimated Daily Attendance:
 Event Location: **2700 E. Broad St., Mansfield, TX 76063**

Select the Permit(s) Required for this Event:

Carnival, Fair, and Festival Permit

Submittal Requirements, check to confirm acknowledgment:

- ☐ Public Safety Plan and Site Plan
- ☐ Insurance Certificates for Rides

Tents of Temporary Membrane Structure

Submittal Requirements, check to confirm acknowledgment:

- ☐ Copy of the flame spread and fire-proofing certificate
- ☐ Site Plan showing the location of the tent in relation to lot lines, parked vehicles, and structures.
- ☐ Floor plan of the tent showing locations of fire extinguishers, exit signs, and "no smoking" sign



Outdoor Assembly Event

Submittal Requirements, check to confirm acknowledgment

- ☐ Submit a public safety plan, and a site plan showing locations of booths, stages, and structures, first aid stations, information and ticket booths, boundaries of event, fire extinguishers, weather shelters, fire/EMS access roads, assembly areas, approximate occupant amounts, and parking



Exhibits and Trade Shows

Submittal Requirements, check to confirm acknowledgment

- ☐ Submit a Public Safety Plan and Site Map that shows location of booths, stages, and structures; first aid stations, information and ticket booths, fire extinguishers, marked exits, and parking

Permit Inspection Request (date & time):

Permit Inspection Location Request:

An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection. Once approved a permit cannot be altered or it will be revoked.

Fireworks and/or pyrotechnics are not allowed at any event (2018 IFC, 5601.1.3 The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

By signing, I acknowledge and understand the requirements listed above.

Applicant Signature: **Demery Cox**

Digitally signed by Demery Cox
Date: 2023.07.14 14:16:11 -05'00'

Date: **7/14/23**

CITY OF MANSFIELD | Public Safety Service Request



Applicant Name: Demery Cox	Mobile Number: 682-552-9555
Street Address: 601 Winterwood Dr.	City, State, Zip: Kennedale, TX 76060
Email Address: coxracingservices@gmail.com	Event Date: 11/4/2023
Event Name: 2023 Mansfield Run With Heart	Estimated Daily Attendance:
Event Location: 2700 E. Broad St., Mansfield, TX 76063	

Select the Service Request(s) for this Event:



Police Officer Event Security

The rate of pay for officers during this type of event will be the current City of Mansfield budgeted regular and/or overtime rates for those officers assigned to work the event.

Emergency Medical Services (EMS) | 2-hour Minimum per EMS Personnel

The rate of pay for Emergency Ambulance Standby, paramedics, patient transport, and other applicable fees are set forth in Ordinance 2254-22.

Examples of objective standards used to determine the number personnel:

- | | |
|---|--|
| → Event alcohol consumption | → Traffic Control Plan requirement |
| → Time, date, and length of event | → Estimated number of attendees |
| → Impact of adj. residential/commercial areas | → Vehicular/pedestrian traffic condition |

THIS SECTION WILL BE COMPLETED BY CITY STAFF BASED ON THE SELECTION ABOVE AND EVENT LOGISTICS.

Fire and Rescue	# of Personnel	Total Hours	Total Cost	Staff Initial
Total Ambulance Standby @ \$125 per hour	Length of Request and/or Event	=		
Total Paramedics on Standby @ \$50 per hour	Length of Request and/or Event	=		
Total Incident Command Officer @ \$75 per hour	Length of Request and/or Event	=		

Total Due to the Fire Department:



CITY OF MANSFIELD | Temporary Food Permit Application



Applicant Name: Demery Cox	PERMIT # _____
Vendor Name: _____	Permit Type: <input type="radio"/> Tent <input type="radio"/> Mobile Unit
Event Name: 2023 Mansfield Run With Heart	Sales Tax ID#: _____
Event Location: 2700 E. Broad St., Mansfield, TX 76063	Inspection: _____
Phone Number: 682-552-9555	Event Date(s): 11/4/2023
Street Address: 601 Winterwood Dr.	Email Address: coxracingservices@gmail.com
DL State & No. _____	City, State, Zip: Kennedale, TX 76060
	Are You Non-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, Provide Tax Exempt # _____

List pre-prepared foods to be Served On-site:

There will not be and food handed out. Only bottles of water will be handed out at Race Site.

List foods that will be prepared on-site and the equipment to be used to maintain proper temperature control:

Cooking Equipment: ☐ Electrical ☐ Charcoal ☐ Propane ☐ Gas Grill

Hot or Cold Holding Equipment: ☐ Electrical ☐ Mechanical

Type of Equip. Using: _____

Cooking Equipment: ☐ Electrical ☐ Charcoal ☐ Propane ☐ Gas Grill

Hot or Cold Holding Equipment: ☐ Electrical ☐ Mechanical

Type of Equip. Using: _____

Cooking Equipment: ☐ Electrical ☐ Charcoal ☐ Propane ☐ Gas Grill

Hot or Cold Holding Equipment: ☐ Electrical ☐ Mechanical

Type of Equip. Using: _____

Cooking Equipment: ☐ Electrical ☐ Charcoal ☐ Propane ☐ Gas Grill

Hot or Cold Holding Equipment: ☐ Electrical ☐ Mechanical

Type of Equip. Using: _____

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

- ☒ I ACKNOWLEDGE that health permits are approved and issued prior to the event
- ☒ I ACKNOWLEDGE that preparation or storage of food in the home is not permitted unless you are a cottage manufacturer.
- ☒ I ACKNOWLEDGE that food items served without Regulatory Compliance approval may result in permit suspension.
- ☒ I ACKNOWLEDGE that Temporary Food Service Booth Requirements must be in place prior to selling or preparing food. i.e. overhead protection, hand sink and warewashing set up.
- ☒ I ACKNOWLEDGE that the \$60 nonrefundable, Temporary Food Permit Application Fee is due with this application.
- ☒ I ACKNOWLEDGE that the food booth requirements and understand that failure to comply with City of Mansfield ordinances may result in citations for violations and/or closure of the booth until violations are corrected.

By signing, I acknowledge that I understand the Temporary Food Service Requirements.

Applicant Signature: **Demery Cox**

Digitally signed by Demery Cox
Date: 2023.07.14 14:15:44 -05'00'

Date: 7/14/2023



2023 MANSFIELD RWH HALF MARATHON ROUTE

13.15 mi

Distance

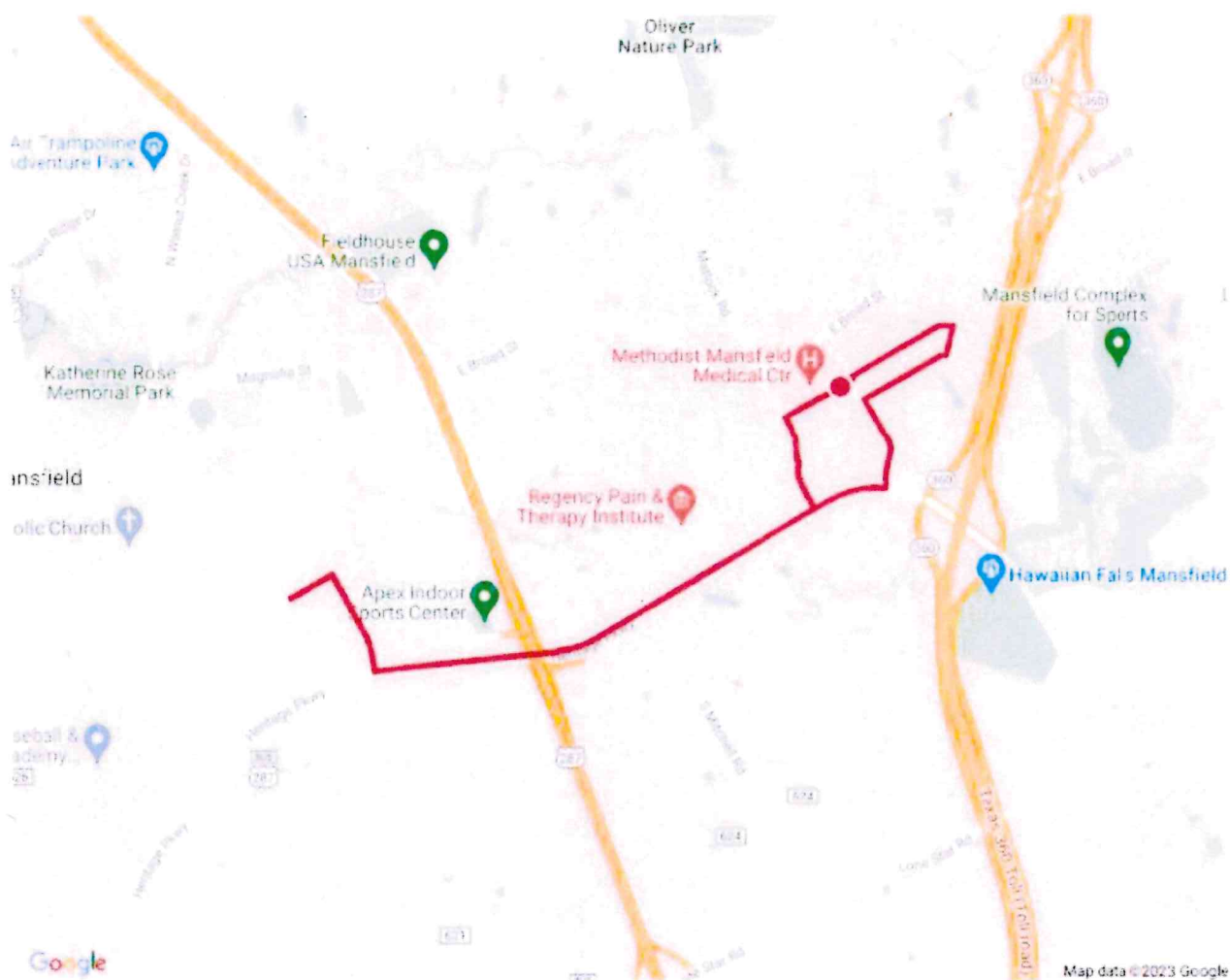
258 ft

Elevation Gain

Run

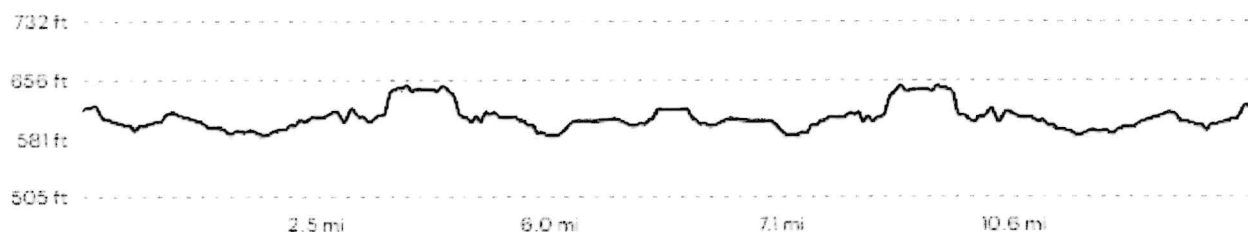
Activity Type

Notes



Elevation

Start Max Gain
620 ft **650 ft** **258 ft**



DISTANCE (MI)	DIRECTION
0.00	Head northeast on Hospital Dr toward Miller Rd
0.05	Turn left onto Miller Rd
0.06	Turn right onto Scenic Glen Dr
0.31	Head northeast on Scenic Glen Dr toward S Cannon Dr
0.47	Scenic Glen Dr turns right and becomes S Cannon Dr
0.58	Head west on Dove Valley Ln toward Glen Meadow Tr
0.91	Turn left onto Miller Rd Destination will be on the left
1.18	Head south on Miller Rd toward Heritage Pkwy
1.25	Turn right onto Heritage Pkwy Destination will be on the right
1.92	Head southwest on Heritage Pkwy toward Printpack Rd Destination will be on the left
2.72	Head west on Heritage Pkwy toward Commerce Dr
3.21	Turn right onto S Wisteria St
3.59	Turn left onto Fort Worth St
3.75	Turn right onto S Willow St
3.76	Head southeast on S Willow St toward Fort Worth St
3.76	Turn left onto Fort Worth St
3.93	Turn right onto S Wisteria St
4.30	Turn left onto Heritage Pkwy
6.00	Turn left onto Matlock Rd
6.01	Head northwest on Matlock Rd
6.16	Head north on Matlock Rd toward Hospital Dr
6.35	Turn right onto Hospital Dr Destination will be on the left
6.58	Head southwest on Hospital Dr
6.58	Head on Hospital Dr

DISTANCE (MI)	DIRECTION
6.58	Head on Hospital Dr
6.58	Head southwest on Hospital Dr
6.58	Head north on Matlock Rd toward Hospital Dr
6.78	Turn right onto Hospital Dr Destination will be on the left
7.00	Head northwest on Matlock Rd
7.15	Head southeast on S Willow St toward Fort Worth St
7.15	Turn left onto Fort Worth St
7.32	Turn right onto S Wisteria St
7.69	Turn left onto Heritage Pkwy
9.39	Turn left onto Matlock Rd
9.40	Head west on Heritage Pkwy toward Commerce Dr
9.90	Turn right onto S Wisteria St
10.27	Turn left onto Fort Worth St
10.44	Turn right onto S Willow St
10.44	Head southwest on Heritage Pkwy toward Printpack Rd Destination will be on the left
11.24	Head south on Miller Rd toward Heritage Pkwy
11.32	Turn right onto Heritage Pkwy Destination will be on the right
11.98	Head west on Dove Valley Ln toward Glen Meadow Tr
12.31	Turn left onto Miller Rd Destination will be on the left
12.58	Head northeast on Scenic Glen Dr toward S Cannon Dr
12.74	Scenic Glen Dr turns right and becomes S Cannon Dr
12.85	Head northeast on Hospital Dr toward Miller Rd
12.90	Turn left onto Miller Rd
12.91	Turn right onto Scenic Glen Dr
13.16	Destination



2023 MANSFIELD RUN WITH HEART 5K ROUTE

3.12 mi

Distance

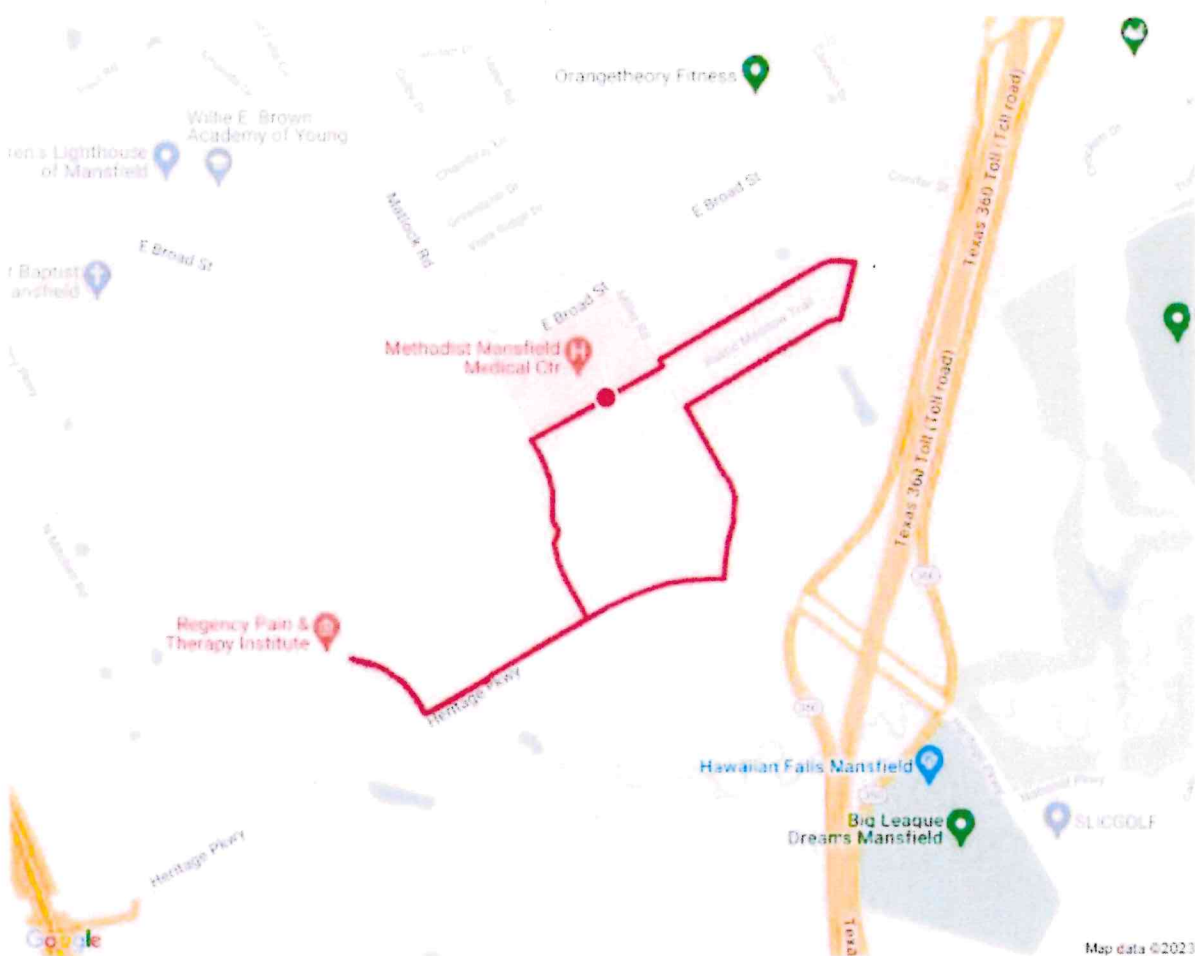
68 ft

Elevation Gain

Run

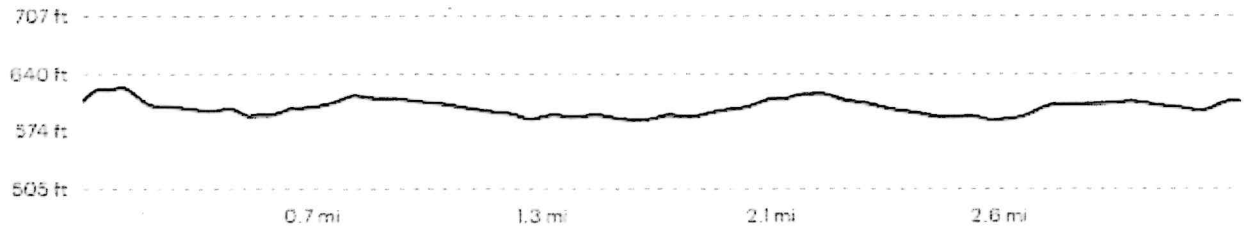
Activity Type

Notes



Elevation

Start Max Gain
610 ft **625 ft** **68 ft**



DISTANCE (MI)	DIRECTION
0.00	Head northeast on Hospital Dr toward Miller Rd
0.12	Turn left onto Miller Rd
0.13	Turn right onto Scenic Glen Dr Destination will be on the right
0.53	Head east on Scenic Glen Dr toward S Cannon Dr
0.54	Scenic Glen Dr turns right and becomes S Cannon Dr Destination will be on the left
0.61	Head south on S Cannon Dr toward Dove Valley Ln
0.64	S Cannon Dr turns right and becomes Dove Valley Ln
0.97	Turn left onto Miller Rd
1.11	Head southeast on Miller Rd
1.32	Turn right onto Heritage Pkwy
1.87	Head southwest on Heritage Pkwy toward Regency Pkwy
1.92	Turn right onto Regency Pkwy Destination will be on the right
2.06	Head west on Regency Pkwy
2.10	Head east on Regency Pkwy toward Heritage Pkwy
2.27	Turn left onto Heritage Pkwy
2.61	Turn left onto Matlock Rd
2.97	Turn right onto Hospital Dr
3.12	Destination

2023 MANSFIELD RUN WITH HEART 1 MILE ROUTE

1.05 mi

Distance

23 ft

Elevation Gain

Run

Activity type

Notes

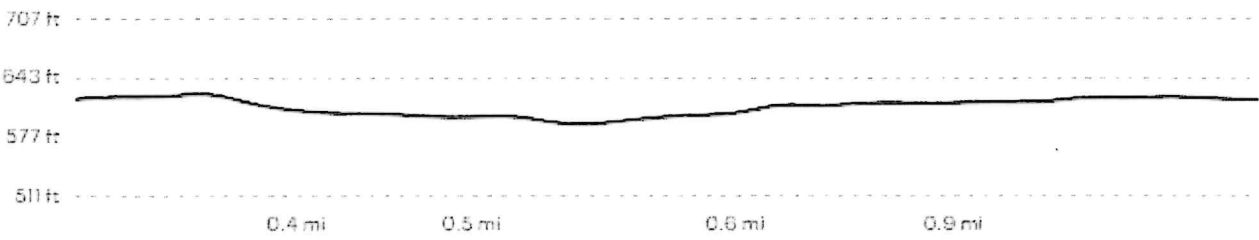


Elevation

Start
619 ft

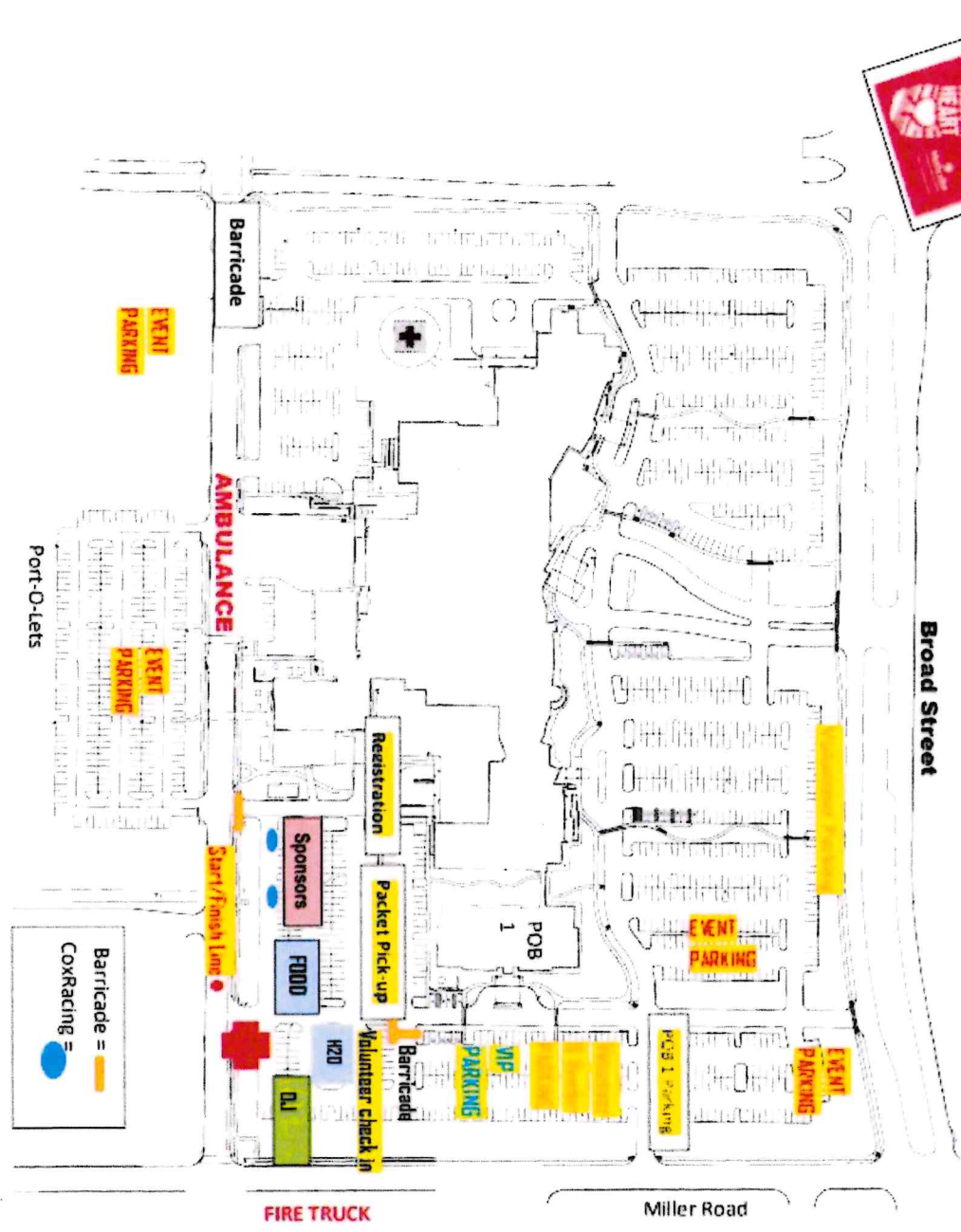
Max
625 ft

Gain
23 ft



DISTANCE (MI)	DIRECTION
0.00	Head northeast on Hospital Dr toward Miller Rd
0.05	Turn left onto Miller Rd
0.07	Turn right onto Scenic Glen Dr
0.47	Head south on S Cannon Dr toward Rustic Meadow Trail
0.52	Head south on S Cannon Dr toward Rustic Meadow Trail
0.58	S Cannon Dr turns right and becomes Dove Valley Ln
0.79	Head southwest on Dove Valley Ln toward Miller Rd
0.85	Head southwest on Dove Valley Ln toward Miller Rd
0.91	Turn right onto Miller RdDestination will be on the right
0.94	Head northwest on Miller Rd toward Rustic Meadow TrailDestination will be on the right
0.97	Head northwest on Miller Rd toward Hospital Dr
0.99	Turn left onto Hospital Dr
1.05	Destination

Run with **Heart** 2023
SPONSOR/VENDOR SITE MAP



EVENT Parking
Allowed at
Mary Orr School

EVENT PARKING SITE MAP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2023

267

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Liz Painter
Insurance Management Group	PHONE (A/C, No, Ext): (260) 240-4792 FAX (A/C, No): (260) 240-4792
12730 Coldwater Road, Suite 103	E-MAIL ADDRESS: lpainter@insmgt.com
Fort Wayne IN 46845	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: National Casualty Company 11991
INSURED	INSURER B: Nationwide Life Insurance Company 66869
Road Runners Club of America/2023 and Its Member Clubs	INSURER C:
1501 Langston Boulevard, Suite 140	INSURER D:
Arlington VA 22209	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2023 \$2M A.I.

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participants \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000009333000	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000009333000	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Exces Medical & Accident \$250 Deductible/Claim)			BAX0000031991400	12/31/2022	12/31/2023	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED DATE OF EVENT(S): 11/04/23 Mansfield Run With Heart INSURED RRCA CLUB/EVENT MEMBER: Cox Running Club ATTN: Demery Cox, 3028 Gardenia Dr., Fort Worth TX 76119
Processed by RMV

Effective 07/26/23 this voids and replaces any previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry R. Miller



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5589

Agenda Date: 9/25/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Special Event

Title

Request for Special Event Permit: 2023 Mansfield Turkey Trot

Requested Action

Approval of the Special Event Permit for the 2023 Mansfield Turkey Trot

Recommendation

City staff has reviewed the application and recommends approval with the following conditions:

Building Safety

1. In accordance with City Ordinance Chapter 50.50 and 50.60 waste and recycling haulers for construction sites are required to have a franchise or license to operate within the City of Mansfield. Currently, only Republic Services is franchised as an operator. Violations of this ordinance may result in fines for both the hauler and contractor of up to \$2000/day.

Environmental Services

1. All event, start/stop, and rest areas shall have adequate waste receptacles and serviced to prevent litter accumulation.
2. The event route shall be policed immediately after the event to collect any stray litter.

Description/History

This is an event hosted by RunFAR Racing Services and the event assembly will take place at James McKnight Park East, 700 U.S. 287 Frontage Road. The event will include a 5K run/walk. The event will take place on Thursday, November 23, 2023 from 8:00 a.m. to 10:00 a.m.

Justification

N/A

Funding Source

N/A

Prepared By

Clarissa Carrasco, Administrative Assistant II
Department of Planning and Development Services

817-276-4229

Applicant:

Raul Najera

512-569-0165

CITY OF MANSFIELD | Event Questionnaire

Please submit this and all other required forms at least 60 Days before your event date.

Event:

Date(s):

Public or Private Event

Will your event be open to the public?

YES If yes, the following is required:
General Liability Insurance Certificate

Parade, Block Party, City Streets, Parking Lots

Do you plan to close, block, or use a City street, trail, or sidewalk?

Do you plan to close a street that will impact residents & businesses?

Do you plan to use a private parking lot or other private property?

YES If yes, the following is required:
Street Closure & Notification Form
Street Closure & Notification Form
Letter with Written Permission

Attendance, Tents, and Stage

Do you anticipate 1,000+ event attendees or street/sidewalk spectators?

Do you plan to use a tent larger than 400 sq. ft. or a canopy in excess of 700 sq. ft.?

YES If yes, the following is required:
Fire Operational Permit
Fire Operational Permit

Food, Drinks, or Merchandise Vendor Booths

Will your vendor(s) serve or sell food, drinks, and/or merchandise?

Will you serve or sell food, drinks, and/or merchandise?

Will you have food truck(s) that will serve or sell food or drinks?

YES If yes, the following is required:
Vendor List
Park Vendor and Temp. Food Permit
Vendor List

Sanitation, Water, Waste Water, and Recycling

Will you need a dumpster and/or ClearStream® container for your event?

Will you or vendors need to dispose of water per Regulatory Compliance?

Will you need assistance developing a Trash and Recycling Plan for your event?

YES If yes, the following is required:
Solid Waste Service Request
Temporary Food Permit
Solid Waste Service Request

Amplified Sound at Outdoor Festivals and/or Event

Will you have amplified sound over 70 dba

Will you have amplified sound Monday-Saturday, after 10 p.m.

Will you have amplified sound anytime on a Sunday

Will you have amplified sound over 65 dba on a Sunday

YES If yes, the following is required:
A Letter of Request for an exception to the noise ordinance is required and must be submitted 90 days in advance of the event for City Council's consideration.

Alcohol on City-Owned Property

Do you or a vendor plan to serve or sell alcohol in a parking lot or in the street?

Do you or a vendor plan to serve or sell alcohol on City-owned property?

Do you or a vendor plan to serve or sell alcohol in a park?

Do you plan to apply for a temporary TABC permit for your event?

Do you plan to partner with a vendor who is licensed/permitted by TABC?

YES If yes, the following is required:
TABC License and Health Permit
City Council's Approval,
TABC Permit, Public Safety Request
Park Board and City Council's
Approval, TABC Permit, Police, Lease
Liquor Liability Insurance is required
by the TABC permit holder that is
serving or selling the alcohol.

Requests for Services by City Departments

Will you be placing portable restrooms on City property?

Will you need to request an in-kind City service in the form of co-sponsorship?

YES If yes, the following is required:
Parks Service Request and Approval
City Council Letter of Request

None of the above apply to my request for a Special Event Permit

None of the above apply

CITY OF MANSFIELD | Special Event Permit Application

Applicant Information:

Applicant Name:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

HOT Funds or Cash Sponsor Recipient?

Yes

No

Applicant is, check all that apply:

Event Organizer

On-site Emergency Contact

Organization Representative

Organization Information: Same as Applicant

Organization:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

Current HOT Funds Recipient?

Yes

No

Type of Organization, check all that apply:

Nonprofit

City Board/Committee

School

Business

Volunteer

Individual

Other

Event Information:

Event Name:

Event Date(s):

Event Location:

Total Event Attendance:

On Site Contact:

Mobile Number:

Select all that apply:

Applicant Booth:

Food/Drink (distribute or sell)

Alcohol (distribute or sell)

Merchandise (distribute or sell)

Vendor Booths:

Food/Drink (distribute or sell)

Alcohol (distribute or sell)

Merchandise (distribute or sell)

Amplified Sound

Live Music

DJ Music

Stage

Speech and/or Announcements

Activities:

Run/Bike Race

Parade

Games/Crafts/Arts

Inflatable(s)

Carnival/Fair

Service Needs:

Police Security

Fire/EMS

Street Closure(s)

Parks

Solid Waste

Admission:

Free Open to the Public Event

Fundraising Event

Ticketed

Private Event

Please provide a brief description of your event:

	Day of the Week	Date and Year	Set-up Time	Start Time	End Time	Take-Down Time Frame	Daily Attendance
DAY 1							
DAY 2							
DAY 3							
DAY 4							
DAY 5							

Additional Details, as Needed:

Communications and Crowd Management

Event Coordinator and/or Volunteer:

Mobile Number:

Method of Crowd Communication:

i.e. PA system, megaphone, etc.

Number of
Event Staff:

Method of Event Staff Communication:

i.e. hand-held radios, mobile phone, etc.

Number of
Volunteers:

Method of Event Staff Identification:

i.e. uniforms, event shirts, badges, etc.

Number of
Vendors:

Attendance to Event Staff Ratio:

i.e. one staff for every 250 attendees

Total Guest
Attendance:

Crowd Control Measures to be Used:

Booth and Mobile Truck Vendors: A list of ALL vendors and their location on the Site Map is required and due at the time of the permit application. Vendors on the list, must match the Site Map and the receipts of Park Vendor Permits obtained prior to the event or thereafter.

Event Security Management

Event Coordinator and/or Volunteer:

Mobile Number:

Public Security Service Provider:

i.e. City of Mansfield PD, Tarrant County, etc.

Mobile Number:

Private Security Service Provider:

i.e. if you plan to use security guards

Mobile Number:

Fire Prevention & Emergency Medical Management

Event Coordinator and/or Volunteer:

Mobile Number:

Confirm the following are identified on the Site Map or Public Safety Map for larger events

First-aid station(s) Fire Lanes Fire Extinguishers EMS entry-exit access points

Public entry-exit access points & parking AED Station

Emergency Command Post | Missing Person, Weather Emergency, etc.

In the event of extreme weather or other emergencies, the City of Mansfield will refer to the Command Post and the individual listed below as the point person for emergency updates, announcements, cancellations, and/or other event emergency communications.

City of Mansfield Police and Fire Department will have final approval of your public safety plan.

CITY OF MANSFIELD | Street Closure Request

Applicant Name:

Event Name:

Date of Street
Closure Request:

Purpose
of Request:

Type of Request: Parade Block Party March Run/Walk Bike Street Festival Parking Lot Party Other

Rolling Street Closure Request | Parade, March, Fun Run or Similar; complete all that apply

Assemble Time:

Assemble Location:

Start Time:

Disassemble Location:

End Time:

Length or Distance of Parade, Fun Run, or Other:

Estimated Number of Entries:

Participants

Vehicles

Bikes

Spectators

Animals

Full Street or Parking Lot Closure Request | Complete all that apply

Start Closure Time:

Street(s) Closure Location:

End Closure Time:

Parking Lot Location:

Street Closure and Notification Form is required

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

I ACKNOWLEDGE that a map of the route is required; hand drawn maps are not accepted.

I ACKNOWLEDGE that a Traffic Control Plan is required for street closure requests, unless told otherwise.

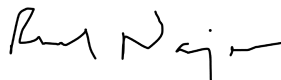
I ACKNOWLEDGE that use of a private parking lot will require Written Right of Possession from the property owner.

I ACKNOWLEDGE that the Street Closure Form and Street Closure Notification Form may be required

I ACKNOWLEDGE that if the closure requires a detour plan, then the TCP must show the detour route and all traffic control devices

I ACKNOWLEDGE that all traffic control will be designed and maintained by a professional barricade company

I ACKNOWLEDGE that all streets closure requests and approvals will need to be approved by David Boski prior to the approval of the Special Event permit.



Applicant Signature

Date

CITY OF MANSFIELD | Street Closure Form

Applicant Name:

Event Name:

Date of Street
Closure Request:

Purpose
of Request:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

Type of Closure: Lane Closure Street Closure Sidewalk Closure Street Crossing (intersection) Block/Cul-de-Sac

Street/Intersection:

Cross Street | From:

Start Time:

Cross Street | To:

End Time:

CITY OF MANSFIELD | Fire Operational Permit Application



Applicant Name: _____ Mobile Number: _____
Street Address: _____ City, State, Zip: _____
Email Address: _____ Event Date: _____
Event Name: _____ Estimated Daily Attendance: _____
Event Location: _____

Select the Permit(s) Required for this Event:

Carnival, Fair, and Festival Permit

Submittal Requirements, check to confirm acknowledgment:

Public Safety Plan and Site Plan
Insurance Certificates for Rides

Tents of Temporary Membrane Structure

Submittal Requirements, check to confirm acknowledgment:

Copy of the flame spread and fire-proofing certificate
Site Plan showing the location of the tent in relation to lot lines, parked vehicles, and structures.
Floor plan of the tent showing locations of fire extinguishers, exit signs, and "no smoking" sign

Outdoor Assembly Event

Submittal Requirements, check to confirm acknowledgment

Submit a public safety plan, and a site plan showing locations of booths, stages, and structures, first aid stations, information and ticket booths, boundaries of event, fire extinguishers, weather shelters, fire/EMS access roads, assembly areas, approximate occupant amounts, and parking

Exhibits and Trade Shows

Submittal Requirements, check to confirm acknowledgment

Submit a Public Safety Plan and Site Map that shows location of booths, stages, and structures; first aid stations, information and ticket booths, fire extinguishers, marked exits, and parking

Permit Inspection Request (date & time): _____

Permit Inspection Location Request: _____

An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection. Once approved a permit cannot be altered or it will be revoked.

Fireworks and/or pyrotechnics are not allowed at any event (2018 IFC, 5601.1.3 The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

By signing, I acknowledge and understand the requirements listed above.

Applicant Signature: _____

Date: _____

CITY OF MANSFIELD | Public Safety Service Request



Applicant Name:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

Event Date:

Event Name:

Estimated Daily Attendance:

Event Location:

Select the Service Request(s) for this Event:

- Police Officer Event Security**

The rate of pay for officers during this type of event will be the current City of Mansfield budgeted regular and/or overtime rates for those officers assigned to work the event.
- Emergency Medical Services (EMS) | 2-hour Minimum per EMS Personnel**

The rate of pay for Emergency Ambulance Standby, paramedics, patient transport, and other applicable fees are set forth in Ordinance 2254-22.

Examples of objective standards used to determine the number personnel:

- Event alcohol consumption
- Traffic Control Plan requirement
- Time, date, and length of event
- Estimated number of attendees
- Impact of adj. residential/commercial areas
- Vehicular/pedestrian traffic condition

THIS SECTION WILL BE COMPLETED BY CITY STAFF BASED ON THE SELECTION ABOVE AND EVENT LOGISTICS.

Fire and Rescue	# of Personnel	Total Hours	Total Cost	Staff Initial
Total Ambulance Standby @ \$125 per hour	Length of Request and/or Event	=		
Total Paramedics on Standby @ \$50 per hour	Length of Request and/or Event	=		
Total Incident Command Officer @ \$75 per hour	Length of Request and/or Event	=		
Total Due to the Fire Department:				

CITY OF MANSFIELD | Temporary Food Permit Application



PERMIT # _____

Applicant Name:

Permit Type: Tent Mobile Unit

Vendor Name:

Sales Tax ID#:

Event Name:

Inspection:

Event Location:

Event Date(s):

Phone Number:

Email Address

Street Address:

City, State, Zip:

DL State & No.

Are You Non-Profit? Yes No

If Yes, Provide Tax Exempt #

List pre-prepared foods to be Served On-site:

List foods that will be prepared on-site and the equipment to be used to maintain proper temperature control:

	Cooking Equipment:	Electrical	Charcoal	Propane	Gas Grill
	Hot or Cold Holding Equipment:		Electrical		Mechanical
	Type of Equip. Using:				

	Cooking Equipment:	Electrical	Charcoal	Propane	Gas Grill
	Hot or Cold Holding Equipment:		Electrical		Mechanical
	Type of Equip. Using:				

	Cooking Equipment:	Electrical	Charcoal	Propane	Gas Grill
	Hot or Cold Holding Equipment:		Electrical		Mechanical
	Type of Equip. Using:				

	Cooking Equipment:	Electrical	Charcoal	Propane	Gas Grill
	Hot or Cold Holding Equipment:		Electrical		Mechanical
	Type of Equip. Using:				

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

I ACKNOWLEDGE that health permits are approved and issued prior to the event

I ACKNOWLEDGE that preparation or storage of food in the home is not permitted unless you are a cottage manufacturer.

I ACKNOWLEDGE that food items served without Regulatory Compliance approval may result in permit suspension.

I ACKNOWLEDGE that Temporary Food Service Booth Requirements must be in place prior to selling or preparing food. i.e. overhead protection, hand sink and warewashing set up.

I ACKNOWLEDGE that the \$60 nonrefundable, Temporary Food Permit Application Fee is due with this application.

I ACKNOWLEDGE that the food booth requirements and understand that failure to comply with City of Mansfield ordinances may result in citations for violations and/or closure of the booth until violations are corrected.

By signing, I acknowledge that I understand the Temporary Food Service Requirements.


Applicant Signature: _____

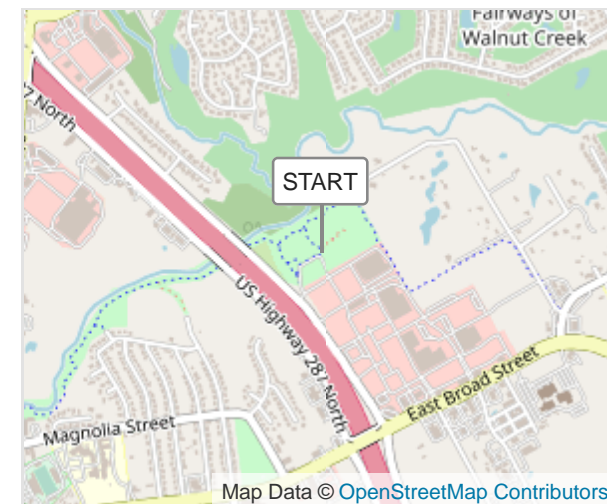
Date: _____

2023 MANSFIELD TURKEY TROT - MCKNIGHT EAST

ROUTE INFORMATION

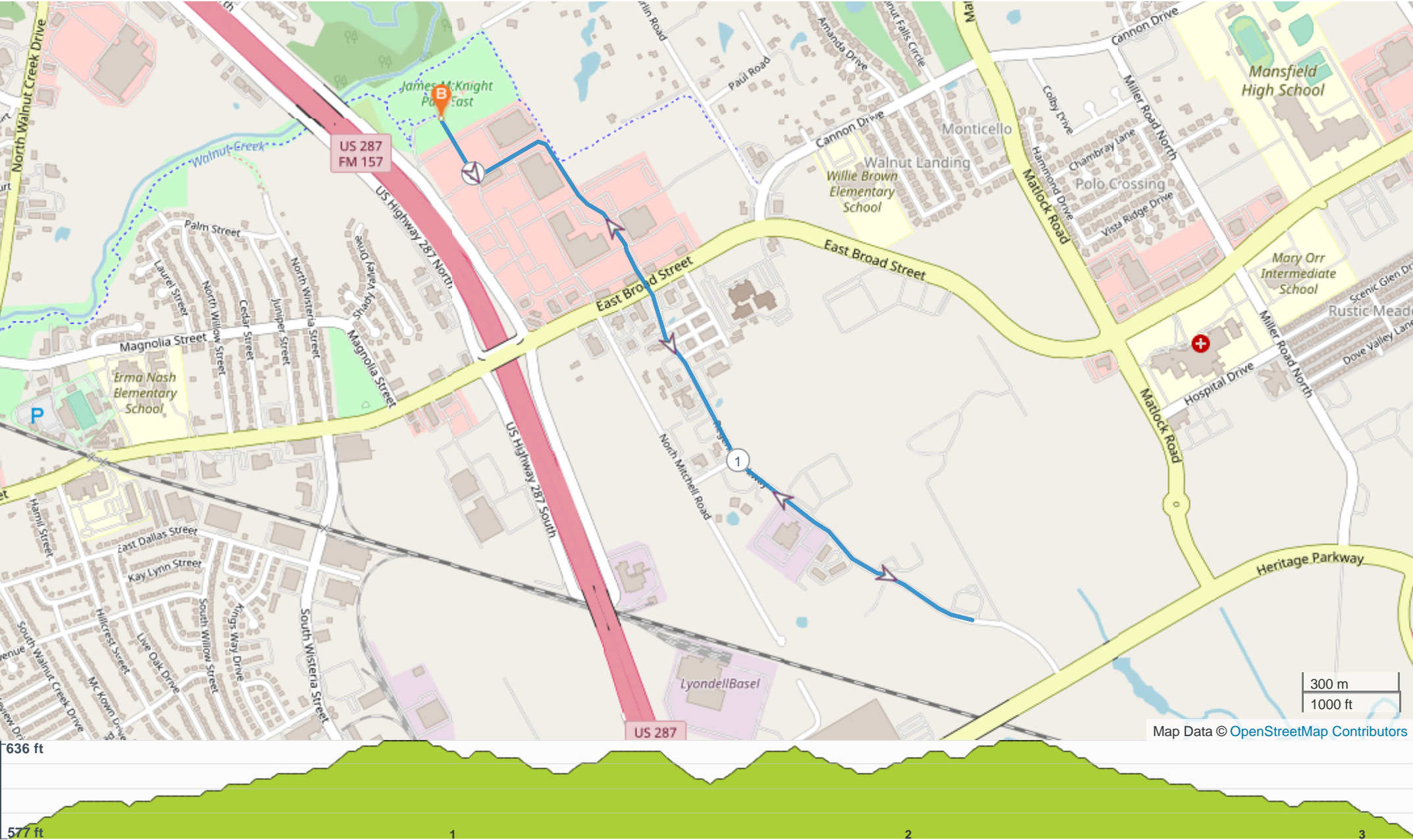


ROUTE LENGTH	3.115 miles
ASCENT	114 ft
DESCENT	108 ft
HILLS	⬆ 40.0% ⬇ 43.6% ➡ 16.4%
TERRAIN	Road 
START	LAT: 32.574499, LNG: -97.119431



NOTES

2023 MANSFIELD TURKEY TROT - MCKNIGHT EAST



636 ft

577 ft

1

2

3

ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.117	←	Turn left
3	0.120	←	Turn left
4	0.132	←	Turn left
5	0.535		Keep right
6	3.115		FINISH



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5591

Agenda Date: 9/25/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the September 11, 2023 Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the September 11, 2023 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, September 11, 2023

3:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Evans called the meeting to order at 3:01 p.m.

Present 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:03 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 3:05 p.m. Mayor Evans recessed the executive session at 3:34 p.m.

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 4:23-CV-00131-O

Seek Advice of City Attorney Regarding Public/Private Partnerships

Seek Advice of City Attorney Regarding Enforcement Activities in the Downtown Area

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

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Economic Development Project #22-23

Economic Development Project #23-08

Economic Development Project #23-11

Economic Development Project #23-13

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

WORK SESSION

Discussion Regarding the Draft Mansfield 2040 Future Land Use Plan

Daniel Harrison, Freese and Nichols, presented the draft Mansfield 2040 Future Land Use Plan. He spoke on the plan development process, Open House #1, the Citizen Planning Steering Committee, other engagements, the project schedule, mission statement breakdown, and guiding principles alignment. Mr. Harrison spoke in detail on the Future Land Use Plan map, then spoke on land use categories goals, special area plan recommendations, and next steps. The City Council made comments and asked questions of Mr. Harrison.

Discussion Regarding the Proposed Neighborhood Design Standards

Executive Director of Planning and Development Services Jason Alexander presented the proposed neighborhood design standards and spoke on the purpose and intent, proposed application, considerations, and showed examples.

Discussion Regarding the September 11, 2023 Consent Agenda Items

Assistant City Manager Vanessa Ramirez spoke and answered Council questions on agenda items 23-5574 and 23-5575. City Attorney Bradley Anderle advised and answered Council questions on agenda item 23-5575.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 5:02 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 5:02 p.m. Mayor Evans recessed the executive session at 6:55 p.m.

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 4:23-CV-00131-O

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Economic Development Project #22-23

Economic Development Project #23-08

Economic Development Project #23-11

Economic Development Project #23-13

6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

Mayor Evans reconvened the meeting into regular business session at 7:14 p.m.

INVOCATION

Zach Stiefel with Community of Hope gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Bounds led the pledge of allegiance.

TEXAS PLEDGE

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

Mayor Pro Tem Tonore led the Texas pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

SUB-COMMITTEE REPORTS**[23-5562](#)**

Minutes - Approval of the August 28, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Council Member Lewis gave a report of the meeting.

A motion was made by Council Member Short to approve the minutes of the August 28, 2023 Housing Market Growth Strategy Sub-Committee Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Todd Tonore; Michael Evans and Brent Newsom

[23-5563](#)

Minutes - Approval of the August 28, 2023 Tax Increment Reinvestment Zone #1 Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Council Member Broseh gave a report of the meeting.

A motion was made by Council Member Bounds to approve the minutes of the August 28, 2023 Tax Increment Reinvestment Zone #1 Board Meeting as

presented. Seconded by Mayor Pro Tem Tonore. 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 - Julie Short; Casey Lewis and Brent Newsom

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Business Services Department Report

[23-5565](#)

Presentation of the Monthly Financial Report for the Period Ending July 31, 2023

Director of Finance Latifia Coleman presented highlights of the July 2023 Monthly Financial Report.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Lewis to approve the deal points as discussed in executive session regarding item number 23-08, and direct staff to proceed as discussed in executive session. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

A motion was made by Council Member Newsom to approve the deal points for executive session item number 23-13 as discussed in executive session and direct staff to proceed as discussed in executive session. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

CONSENT AGENDA[23-5572](#)

Ordinance - An Ordinance of The City of Mansfield, Texas, Authorizing and Approving Exchanges and Conveyances of Land with Open Range Properties, LLC; Making Findings of Fact; and Providing for Related Matters

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING AND APPROVING EXCHANGES AND CONVEYANCES OF LAND WITH OPEN RANGE PROPERTIES, LLC; MAKING FINDINGS OF FACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2319-23

[23-5573](#)

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND APPROVING QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT TRANSACTIONS OF THE CITY; 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 Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4066-23

[23-5578](#)

Resolution - A Resolution of the City of Mansfield, Texas Appointing the Associate Judges of the Mansfield Municipal Court of Record: Approving the Contract Appointing Three Associate Judges of the Mansfield Municipal Court of Record; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS APPOINTING THE ASSOCIATE JUDGES OF THE MANSFIELD MUNICIPAL COURT OF RECORD NO. 1; NAMING THE APPOINTED ASSOCIATE JUDGES TO A TERM OF TWO YEARS; APPROVING THE CONTRACTS APPOINTING THREE ASSOCIATE JUDGES OF THE MANSFIELD MUNICIPAL COURT OF RECORD NO. 1; 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 Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4067-23

[23-5579](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Adopting and Authorizing the Use of the Construction Manager at Risk Delivery Method for the Expansion of the Service Center and Animal Shelter Project; Delegating Authority to the City Manager; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING AND AUTHORIZING THE USE OF THE CONSTRUCTION MANAGER AT RISK DELIVERY METHOD FOR THE EXPANSION OF THE SERVICE CENTER AND ANIMAL SHELTER PROJECT; DELEGATING AUTHORITY TO THE CITY MANAGER; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4068-23

[23-5583](#)

Resolution - A Resolution of The City Council of The City of Mansfield, Texas, Authorizing the Purchase of the West 15 Acres out of Philip B. George, Abstract 299, Johnson County, Texas (2624 Chambers St.) and Authorizing the Execution of Any Documents Necessary to Implement this Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF THE WEST 15 ACRES OUT OF PHILIP B. GEORGE, ABSTRACT 299, JOHNSON COUNTY, TEXAS (2624 CHAMBERS ST.); 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 PROVIDING AN EFFECTIVE DATE (UTILITY FUND)

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4069-23

[23-5587](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Purchase of Lot 1, Block 1, Singh Addition, Johnson County, Texas (1050 S. Mitchell Rd.) and Authorizing the Execution of any Documents Necessary to Implement this Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF LOT 1, BLOCK 1, SINGH ADDITION, JOHNSON COUNTY, TEXAS (1050 S. MITCHELL RD.); 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 PROVIDING AN EFFECTIVE DATE (UTILITY FUND)

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4070-23

[23-5580](#)

Request for Special Event Permit: 2023 Run for a Cure

A motion was made by Council Member Newsom to approve the request for a Special Event Permit. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5564](#)

Minutes - Approval of the August 28, 2023 Regular City Council Meeting Minutes

A motion was made by Council Member Newsom to approve the minutes for the August 28, 2023 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[23-5575](#)

Ordinance - An Ordinance of The City of Mansfield, Texas Granting to Oncor Electric Delivery Company LLC, its Successors and Assigns, a Non-Exclusive Electric Power Franchise to use the Present and Future Streets, Alleys, Highways, Public Utility Easements, Public Ways and Public Property of the City Of Mansfield, Texas

Council Member Newsom removed this item from the consent agenda. Vanessa Ramirez spoke on the item.

A motion was made by Council Member Newsom to approve the following

ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MANSFIELD, TEXAS, PROVIDING FOR COMPENSATION THEREFORE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC, PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2320-23

[23-5574](#)

Resolution - A Resolution of The City Council of The City Of Mansfield, Texas, Approving a Parking Lot Agreement with Open Range Properties, LLC for the Public Use of Open Range Properties, LLC's Parking Lot in an Amount not to Exceed \$14,300 a Year

Council Member Broseh removed this item from the consent agenda. Vanessa Ramirez spoke on the item.

A motion was made by Council Member Broseh to table the item to the next meeting of September 25, 2023. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5586](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Early Termination of the Maintenance and Operations Agreement with Big League Dreams Mansfield, LLC and Authorizing the Execution of any Documents Necessary to Implement this Resolution

Council Member Lewis removed the item from the consent agenda. Vanessa Ramirez and Executive Director of Community Services Matt Young spoke and answered questions on the item. The City Council made comments.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE EARLY TERMINATION OF THE MAINTENANCE AND OPERATIONS AGREEMENT WITH BIG LEAGUE DREAMS MANSFIELD, LLC; 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 PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4071-23

END OF CONSENT AGENDA

PUBLIC HEARING AND RESOLUTION

[23-5582](#)

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2023/2024 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and Providing an Effective Date

Deputy City Manager Troy Lestina presented the item.

Mayor Evans opened the public hearing at 7:41 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:41 p.m.

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 THE FISCAL YEAR 2023/2024 SERVICES AND ASSESSMENT PLAN IN THE AMOUNT OF \$758,320 FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (SOUTH POINTE PID FUND)

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4072-23

PUBLIC HEARING AND FIRST AND FINAL READING

23-5499

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155 of the Code of Ordinances of the City of Mansfield, "Zoning" by Amending Special Purpose District Regulations and Creating a New Section 155.074 "T, Toll Road 360 Form-based Development District" (OA#23-002)

A motion was made by Council Member Newsom to table this item to the September 25, 2023 City Council Meeting. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

PUBLIC HEARING AND FIRST READING

23-5500

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District on approx. 210 acres, being a 20.6-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, and a 189.4-acre tract of land situated in the M. Gregg Survey, Abstract No. 385, J. Lawrence Survey, Abstract No. 616, and the H. Henderson Survey, Abstract No. 432; City of Mansfield, Ellis County, Texas, located east of State Highway 360, south of Lone Star Road, and south of Britton Road.; Arcadia, Developer (ZC#23-005)

A motion was made by Council Member Bounds to table this item to the September 25, 2023 City Council Meeting. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

23-5547

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Budget for the Fiscal Year Beginning October 1, 2023, and Ending

September 30, 2024, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Troy Lestina presented the item and City Manager Joe Smolinski made brief comments.

Mayor Evans continued the public hearing at 8:18 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 8:18 p.m.

[23-5546](#)

Public Hearing - Public Hearing Continuation and Second and Final Reading on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Troy Lestina presented the item and Joe Smolinski made brief comments. The City Council made brief comments.

Mayor Evans continued the public hearing at 8:19 p.m.

Tom Corbin, 1116 Concord Drive - Mr. Corbin spoke regarding appraised property values and ad valorem taxes.

Mayor Evans closed the public hearing at 8:24 p.m.

NEW BUSINESS

[23-5570](#)

Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024, in Accordance with the Charter of the City of Mansfield, and Making Appropriations for Each Fund and Department

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

AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2321-23

Bradley Anderle advised the Council on an additional vote required regarding the adoption of the budget.

A motion was made by Council Member Short to ratify the property tax increase as stated in the budget. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5571](#)

Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2024 at a Rate of \$0.659293 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2023, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

A motion was made by Council Member Broseh that the property tax be increased by the adoption of the tax rate of \$0.659293 per \$100 of assessed valuation, which is effectively an 8.29% increase in the tax rate, demonstrating the City Council is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted and to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2023 (FISCAL YEAR 2023-2024) AT A RATE OF \$0.659293 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2023, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2322-23

[23-5585](#)

Resolution - A Resolution to Approve an Economic Development and Performance Agreement between the Mansfield Economic Development Corporation and M.R. DEVELOPMENT CORPORATION, and CARLETON DEVELOPMENT, LTD; and Authorize the Board President to Execute the Agreement

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 COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION ("MEDC") AND M.R. DEVELOPMENT CORPORATION, AND CARLETON DEVELOPMENT, LTD., AND AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE MEDC; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 5 - Larry Broseh; Julie Short; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 2 - Casey Lewis and Brent Newsom

Abstain: 0

Enactment No: RE-4073-23

[23-5553](#)

Board Appointments: Mansfield Park Facilities Development Corporation

A motion was made by Council Member Newsom to reappointment Scot Bowman, Lindsay Cadenhead and Bob Kowalski to serve a two-year term, to appoint Shelly Isbell to a fulltime Director position for a two-year term, to appoint Malinda Knappenberger as an Alternate for a two-year term, and to appoint Scot Bowman as Chair/President. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5554](#)

Board Appointments: Mansfield Economic Development Corporation

A motion was made by Council Member Short to reappoint Juan Fresquez, Todd Simmons and Nicole Zaitoon to serve a two-year term, to appoint Jim Vaszauskas to serve a two-year term, and to appoint David Godin as Chair/President. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5555](#)

Board Appointments: Planning and Zoning Commission

A motion was made by Council Member Bounds to reappoint Blake Axen, Michael Bennett, and Patrick Moses to a two-year term, and appoint Michael Mainer as Chair. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5556](#)

Board Appointments: Zoning Board of Adjustments

A motion was made by Council Member Broseh to reappoint Eddilisa Martin and Noel Rendon to serve a two-year term, and appoint Katt Watton as an Alternate to serve a two-year term. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5557](#)

Board Appointments: Historic Landmark Commission

A motion was made by Mayor Pro Tem Tonore to reappoint Robert Smith to serve a two-year term and to appoint Anne Weydeck and Jennifer Johnston to serve a two-year term. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5558](#)

Board Appointments: Historic Preservation Advisory Board

A motion was made by Council Member Newsom to reappoint Chris O'han and Marty Thomas to serve a two-year term. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5559](#)

Board Appointments: Library Advisory Board

A motion was made by Council Member Lewis to reappoint Richard Ajenikoko, Debra Collins, Cynthia Gray and Bobby Quinten to serve a two-year term, and appoint Leigh Ann Osburn to fill an unexpired one-year term. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5560](#)

Board Appointments: Keep Mansfield Beautiful Commission

A motion was made by Council Member Bounds to reappoint Alex Godina and Lisa Kammaz to serve a two-year term, and appoint Stacy Penney to serve a two-year term. Seconded by Council Member Broseh. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5561](#)

Board Appointments: Construction Code Board of Adjustment and Appeals

A motion was made by Council Member Lewis to reappoint Justin Gilmore, Kenneth Mott and Bobby Tutor to serve a two-year term, and appoint Kenneth McKnight to serve a two-year term. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

ADJOURN

A motion was made by Council Member Short to adjourn the meeting at 8:39 p.m. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

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: 23-5617

Agenda Date: 9/25/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the September 19, 2023 Special City Council Meeting and 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 September 19, 2023 Special City Council Meeting and 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, September 19, 2023

4:00 PM

Multipurpose Room

SPECIAL CITY COUNCIL MEETING AND JOINT MEETING WITH THE MANSFIELD INDEPENDENT SCHOOL DISTRICT BOARD

4:00 P.M. - CALL MEETING TO ORDER

Mayor Evans Called the meeting to order at 4:01 p.m.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:03 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:04 p.m. Mayor Evans recessed the executive session at 5:26 p.m.

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 #21-33

6:00 P.M. - RECONVENE INTO JOINT MEETING WITH THE MANSFIELD INDEPENDENT SCHOOL DISTRICT BOARD OF DIRECTORS

Mayor Evans reconvened into the joint work session with the Mansfield Independent School District at 6:15 p.m.

INVOCATION

Mayor Pro Tem Tonore gave the Invocation.

PLEDGE OF ALLEGIANCE

Mansfield ISD Board Member Farrar 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 Short led the Texas Pledge.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

There were no Council announcements.

Mayor Evans recognized the school district on their MVP Presidential Award.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

There were no staff comments.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 6:24 p.m. Mayor Evans called the executive session to order in the Council Chambers at 6:24 p.m. Mayor Evans adjourned the executive session at 7:38 p.m.

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 #21-23

RECONVENE INTO JOINT WORK SESSION

Mayor Evans reconvened into the joint work session with the Mansfield Independent School District at 7:38 p.m.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 7:39 p.m. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

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: 23-5574

Agenda Date: 9/11/2023

Version: 1

Status: Old Business

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 Parking Lot Agreement with Open Range Properties, LLC for the Public Use of Open Range Properties, LLC's Parking Lot in an Amount not to Exceed \$14,300 a Year

Requested Action

Approve the Resolution approving a Parking Lot Agreement between the City of Mansfield and Open Range Properties, LLC for the public use of their Parking Lot.

Recommendation

Staff recommends approval of this resolution

Description/History

Open Range Properties, LLC owns land in the downtown area next to the Pond Branch Linear Trail. The City would like to offer the public additional parking spaces in close proximity to the downtown area and Pond Branch Linear trail.

Justification

Offering additional parking would provide more opportunity for the public to visit downtown amenities. As a part of the Parking Lot Agreement, Open Range Properties, LLC would complete maintenance on the parking lot to include asphalt patching and overlay along with striping of the parking spaces. This would provide approximately 60 additional parking spaces for the public to use in downtown Mansfield.

Funding Source

MEDC and MPFDC

Prepared By

Vanessa Ramirez, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PARKING LOT AGREEMENT WITH OPEN RANGE PROPERTIES, LLC FOR THE PUBLIC USE OF OPEN RANGE PROPERTIES, LLC'S PARKING LOT IN AN AMOUNT NOT TO EXCEED \$14,300 A YEAR; 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 AND MPFDC 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, Open Range Properties, LLC (Open Range) owns real property located at 208 E. Broad St., Mansfield, Texas 76063, as substantially shown by the red outline on Exhibit A; and,

WHEREAS, the above referenced real property owned by Open Range includes approximately sixty (60) parking spaces and the necessary ingress and egress thereto; and,

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of South Main and Broad Street in the City of Mansfield; and,

WHEREAS, the City and Open Range have determined that it would be to their mutual benefit to enter a Parking Lot Agreement through which Open Range would lease portions of their property to the City to be used as public parking in return for the agreements made by the City the Parking Lot Agreement.

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 Parking Lot Agreement with Open Range, in substantially the same form as Exhibit A attached, for the public use of Open Range's parking lot is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

PARKING LOT AGREEMENT

This Parking Lot Agreement (the “Agreement”) is made this _____ day of September, 2023 by and between The City of Mansfield, Texas, a home rule municipality (“City”) and Open Range Properties, LLC, a Texas limited liability company (“Open Range”).

WHEREAS, Open Range owns real property located at 208 E. Broad St., Mansfield, Texas 76063, as substantially shown by the red outline on Exhibit “A”, attached hereto and incorporated herein for all legal purposes; and

WHEREAS, the above referenced real property owned by Open Range includes approximately sixty (60) parking spaces and the necessary ingress and egress thereto; and

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of South Main and Broad Street in the City of Mansfield; and

WHEREAS, the City and Open Range have determined that it would be to their mutual benefit to enter this Parking Lot Agreement through which Open Range would lease portions of their property to the City to be used as public parking in return for the agreements made by the City herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Open Range agree as follows:

ARTICLE I LEASE OF PROPERTY

A. **Leased Premises.** Open Range hereby demises to the City and the City leases from Open Range the approximately sixty (60) parking spaces together with the necessary ingress and egress thereto, located on Open Range’s property located at 208 E. Broad St., Mansfield, Texas, 76063 (hereinafter the “Leased Premises”), under the terms and conditions contained in this Parking Lot Agreement. Under the terms and conditions of this Agreement, the spaces will be used solely for parking open to the general public.

B. **Quiet Enjoyment.** Open Range warrants that, during the term of this Agreement, so long as the City is not in default hereunder, the City shall have the quiet enjoyment of the Leased Premises and the uninterrupted right of use and possession thereof in accordance with the terms and conditions of this Agreement.

C. **Use of Leased Premises.** Open Range will allow public parking on the Leased Premises at all times, except for ten (10) of the spaces on the Leased Premises, as shown by the blue outline on Exhibit “A”, during the following periods of Open Range’s exclusive use:

1. Mondays thru Fridays from 4:30 p.m. – 9:00 p.m.; and

2. Saturdays from 9:30 a.m. – 12:30 p.m.

ARTICLE II OBLIGATIONS OF CITY

A. **Annual Fee.** City will pay Open Range an annual fee of Fourteen Thousand Three Hundred and no/100 (\$14,300.00), beginning thirty days after Open Range completes its obligations under Article III.A., and on the anniversary of that date in subsequent years throughout the term of this Agreement.

B. **Free Parking.** The use of the Leased Premises is for free public parking only. City will not charge any fee to any person for parking on the Leased Premises.

ARTICLE III OBLIGATIONS OF OPEN RANGE

A. **Maintenance.** Open Range will undertake the maintenance as described on “Exhibit B”, attached hereto and incorporated herein for all legal purposes, by the vendor shown on Exhibit “B” or another vendor approved by City, no later than December 31, 2023. Open Range will be solely responsible for the maintenance described on Exhibit “B” and any and all future maintenance of the entire asphalt surface or partial repairs. The Leased Premises shall not be allowed to deteriorate to such a condition that it becomes a safety hazard.

B. **Brush Clearing.** Open Range will undertake, only once at the onset of this Agreement, to clear out all the brush on the west side of the property line as shown in yellow on Exhibit “A”, no later than October 31, 2023 to the City’s satisfaction, which shall not be unreasonable.

C. **Signage.** Open Range will erect signage to indicate the times the Leased premises is limited to Open Range’s exclusive use as noted above in Art. I.C. Such signage shall provide the public with sufficient notice of times and enforcement of exclusivity of parking.

ARTICLE IV TERM

A. **Term.** The term of this Agreement will be for a period of five (5) years commencing on the 15th day of September, 2023 and terminating on the 31st day of August, 2028. This Agreement is subject to renewal upon written approval by both parties at the same terms stated herein. Open Range understands ultimate approval for any renewals by the City lies with the City Council.

B. **Early Termination.**

1. Either Party may terminate this Agreement upon ninety (90) days written notice to the other of such intent to terminate.
2. Upon such termination by either Party, Open Range will refund a prorated portion of the annual fee to City for the unused months of the year remaining after termination is effective.

C. **Termination for Cause.** If at any time during the term of this Agreement, either Party shall fail to perform any of its obligations under this Agreement, then the non-defaulting Party shall have the right, if the defaulting Party shall not cure any such default after thirty (30)

days written notice thereof, to terminate this Agreement. Any such act by either Party shall not be deemed a waiver of any other right or remedy of that Party.

D. **Non-appropriation of Funds.** City, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds shall not be appropriated for the payment of the annual fee required to be paid in the next occurring fiscal year, then City shall not be obligated to make payment of the annual fee provided for in this Agreement beyond the then current fiscal year. City agrees to deliver proof of non-appropriation and notice to Open Range of such termination at least thirty (30) days prior to the end of the then current fiscal year. However, failure to deliver such proof of non-appropriation and notice to Open Range shall not extend the term of this Agreement beyond the end of the then current fiscal year.

ARTICLE V INSURANCE

A. **Insurance.** As a condition to the validity of this Agreement, the City shall procure and maintain in full force and effect, a policy or policies of insurance with the following coverage: Commercial General Liability insurance policy with \$1,000,000 combined single limit coverage for bodily injury, death and property damages on the parking lot, buildings and landscaping. Such coverage is and will be provided through the City's participation in the Texas Municipal League Joint Self Insurance Fund and the Texas Municipal League Intergovernmental Risk Pool.

The City will maintain said coverage and the City will provide a certificate or other evidence to show that such coverage has been procured and is being maintained upon request.

B. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold Open Range harmless from any liability for property damages, or personal injuries occurring on the parking lot during the term of this Agreement, provided however, that such indemnity shall not apply to liability caused by the sole negligence or willful misconduct of Open Range, or their agents, servants or employees, or third parties. Nothing herein shall be construed to waive any governmental immunities available to the City.

ARTICLE VI NATURE OF RELATIONSHIP

The City and Open Range agree that the nature of the relationship between them is one of landlords and tenant, and no other. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or of joint venture or of any association between the City and Open Range, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this Agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and Open Range other than the relationship of landlords and tenant. City shall maintain exclusive control, direction and management of its employees, and Open Range shall have no rights with respect thereto.

**ARTICLE VII
ASSIGNMENT OR SUBLETTING**

The City may not assign or sublet the Leased Premises or any portion thereof, nor may the City assign, transfer or delegate to any person City's rights or duties with respect to such property.

**ARTICLE VIII
GENERAL PROVISIONS**

A. **Notices.** All notices required herein shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To the City: City of Mansfield
 Attn: City Manager
 1200 E. Broad St.
 Mansfield, Texas 76063

To Open Range: Open Range Properties, LLC
 2080 Cannon Dr.
 Mansfield, Texas 76063

B. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

C. **Venue.** This Agreement is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes, including performance and execution; and if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

D. **Third Party Beneficiaries.** The Parties do not intend to confer any right or remedy on any third party under this Agreement.

E. **Partial Invalidity.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Agreement which have not been included herein, and this Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter herein.

G. **Amendment.** This Agreement may not be altered, waived or otherwise modified, except where done in writing, and signed by both Parties.

EXECUTED this the _____ day of September, 2023, by the duly authorized representatives of City and Open Range.

“City”
City of Mansfield

By: _____
Joe Smolinski, City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“Open Range”
Open Range Properties, LLC

By: _____
Keziah Ferrar, Managing Member

By: _____
Shane Ferrar, Managing Member

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of September, 2023, by Joe Smolinski, City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

OPEN RANGE PROPERTIES, LLC

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of September, 2023, by Keziah Ferrar and Shane Ferrar, Managing Members of Open Range Properties, LLC.

Notary Public in and for the State of Texas

Exhibit "A"



4819 El Campo Ave
Fort Worth TX 76107



Ph: 817-962-8259
precisionpavingtx.com

Proposal for:
Rock Sheep Property Mgmt.
Attn: Shane Farrar

Job Address:
208 E Broad St
Mansfield TX

We propose hereby to furnish material and labor with specifications listed below. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications listed below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Scope of Work:

Asphalt Patching

1414 Sqft. Surface Patching

Saw cut areas for patching and remove 2 inches of asphalt to base layer is exposed. Compact base. Tack area with ss-1 hot tack oil prior to asphalt application. Patch potholes in 5 areas in drive lanes and parking area. Patch areas with type D hot mix surface asphalt. Rake and level asphalt then roll and finish. Compact with 3 to 4 ton asphalt roller.

Asphalt overlay 8634 Sqft

Clean parking lot of all excess debris with Laymore Power broom, industrial blower and wire brooms, remove debris from site. Tack area with SS-1 hot tack oil prior to asphalt application. Install 2 inch of type D HMAC asphalt with paver. Compact with 4 -6 ton asphalt roller in both directions to achieve maximum compaction. Restriping all parking spaces, drive lanes, fire lanes and handicap spaces/zones and grids with heavy duty DOT approved traffic paint. 2 Year warranty on overlay work. See attached picture. Overlay in green area.)

Seal Coating & Striping

12350 Sqft.

Clean parking lot of all excess debris with industrial walk behind blowers, Laymore power brooms, and wire brooms, remove parking lot debris from site.

Apply 1 heavy coat of Gem Seal Coal Tar Emulsion asphalt sealer with silica sand and Tarmaxx additive at a flow rate of 60 sq. ft. per gallon. Tarmaxx is a sealer additive that increases drying time, is resistance to scuffing and power steering marks, improves aggregate bonding, and deeper-blacker color. Silica sand ratio is 3 lbs per gallon of sealer. Sealer concentrate is mixed at a 70/30 ratio.

Allow a minimum of 12hrs to dry and cure before restriping all parking spaces, drive lanes, fire lanes and handicap spaces/zones and grids with heavy duty DOT approved traffic paint. Stripe parking lot to existing layout.

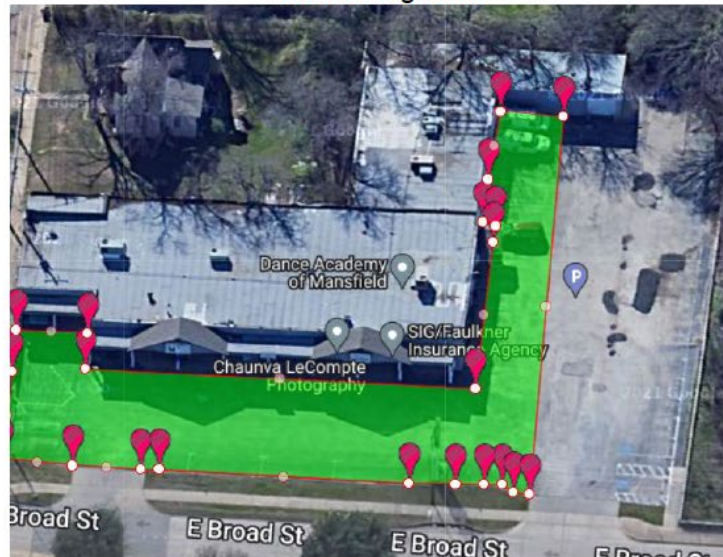
Project Totals

ASPHALT OVERLAY	\$ 17,266.00
ASPHALT SEAL COAT	\$ 3,211.00
ASPHALT PATCHING	\$ 2,828.00
ASPHALT DEMO	\$ 2,121.00
STRIPING LOT	\$ Included
PROJECT TOTAL	\$ 25,456.00

Overlay Area



Seal Coating Area



Patching areas



Terms & Scheduling

Project will take 3 to 4 days to complete. Payment due upon completion. Bid is valid for 40 days. Make checks payable to Precision Paving. NOTE: Owner, owners, and Representatives are responsible for having work area cleared by 8 AM on workdays.

AAC Authorized Signature: Calvin P. Shelby **Date** 6/27/2023

By signing this contract, you certify that you are an authorized representative and have the authority to enter in this contract. The acceptance of this proposed contract, the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Precision Paving is not responsible for damage to underground utility services, pipes and wires within 18 inches of pavement surface and/or costs associated with repair/replacement of such. Disputes and/or claims resolved through Tarrant County. Accounts 30 days passed due are subject to 18% APR.

Signature of Acceptance: _____ **Date:** _____
Printed Name: _____ **Title:** _____



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5499

Agenda Date: 9/25/2023

Version: 2

Status: Old Business

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Chapter 155 of the Code of Ordinances of the City of Mansfield, "Zoning" by Amending Special Purpose District Regulations and Creating a New Section 155.074 "T, Toll Road 360 Form-based Development District" (OA#23-002)

Requested Action

To consider the subject ordinance text amendments.

Recommendation

The City Council met on September 11, 2023, and voted 7 to 0 to table this matter until their September 25, 2023 meeting. The Department of Planning and Development Services recommends tabling this item indefinitely.

The Planning and Zoning Commission met on September 5, 2023, and voted 6 to 0 (with one absence) to recommend approval of the text amendment with the recommendation provided by the Department of Planning and Development Services.

Ayes: 6 - Axen, Thompson, Goodwin, Mainer, Bennett, and Moses

Nays: 0

Abstain: 0

Absence: 1 - Shaw

As proposed, the T, Toll Road 360 Form-based Development District is intended to guide development along property fronting Toll Road 360 generally to the east of the toll road and the south of Lone Star Road. A form-based development district, the emphasis of the T, Toll Road 360 Form-based Development District is on building form, building frontage, and building design. Similar to other form-based development districts adopted by the City, including the D, Downtown District, and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District is structured using the rural-to-urban transect to achieve specific development patterns along a gradient that increases in intensity as the built environment becomes more urban in character and intense in land use. As directed by the Planning and Zoning Commission, the latest version of the T, Toll Road 360 Form-based Development District addresses the location of ground floor commercial uses with strategic intention and a purposeful understanding of existing and future market conditions; ensures that connectivity between properties that would potentially be guided by its provisions and those in adjacency; continues the community's trajectory for elevated placemaking

standards; and provides flexibility needed to ensure that highly visible properties along Toll Road 360 are designed and developed in a manner that is both consistent with the forthcoming Future Land Use Plan and that leverages distinct opportunities for regionally-oriented mixed-use development. The Department of Planning and Development Services recommended that the text amendment (including any revisions from the Planning and Zoning Commission) be approved with the consideration that the Development Process Chart in Section 2.1 be amended to reflect the text provisions found in the same section.

Description/History

This is a request to amend the provisions of Chapter 155, entitled “Zoning” of the City of Mansfield Code of Ordinances and to introduce a new proposed form-based development district --- the T, Toll Road 360 Form-based Development District.

The impetus for creating the T, Toll Road 360 Form-based Development District emerged from a vision to create a mixed-use community with development standards that could easily transcend municipal boundaries while delivering economic, physical, and social outcomes along Toll Road 360 that are worthy of emulation. Also, consistent with the discussions focused on the forthcoming Future Land Use Plan (i.e., Mansfield 2040 Plan), the development intended by the provisions of this form-based development district would expand tax base, increase residential options spanning generational and other socio-economic needs, and, most importantly, provide the rooftops necessary for family-centered entertainment, meaningful employment opportunities, and destination restaurants and retail.

Accordingly, the general purpose and intent of the T, Toll Road 360 Form-based Development District is to encourage and enable:

- [H]armonious and coordinated development;
- [D]evelopment that considers natural features, community facilities, pedestrian / vehicular circulation in conformance with the Thoroughfare plan, and land use relationship with surrounding properties; AND
- [W]alkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.

Using the rural-to-urban transect as a tool for structure and organization, the T, Toll Road 360 Form-based Development District introduces three (3) transect zones:

- T-4, Traditional Neighborhood Transect Zone (mostly residential);
- T-5, Urban Neighborhood Transect Zone (locally focused mixed-use); AND
- T-6, Urban Core Transect Zone (regionally focused mixed-use).

Those transect zones lend themselves to the creation of coordinated and coherent pattern for development that are regulated by a regulating plan; a wide palette of thoroughfare types; a range of building functions (i.e., land uses); and other placemaking considerations including architectural standards that address building walls, roofs, openings, attachments, and other elements and features that contribute to human-scaled

environments that are walkable, mixed-use, and energetic.

Similar, to the D, Downtown District and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District also provides a warrant system. A warrant may be requested and considered for deviations from specific standards from the code, but are consistent with the intent and purpose of the code and advance the community's distinct vision for growth and development. A warrant, however, may not be considered for the following:

- The required provision of alleys;
- The minimum building height for multi-family residential buildings;
- The minimum amount of required Open Space;
- Unscreened garages or parking lots;
- The allowable building uses and the specific uses by transect zone; OR
- The requirement for Commercial Ready Frontages as set forth in Section 4.4.3.1.
- The modification or alteration of any of the terms and conditions set forth in an approved Development Agreement.

Also, very much like the S, South Mansfield Form-based Development District, a development agreement is required; and the purpose of the development agreement is to provide the City Council with a concept plan and phasing plan that depicts the general layout of streets, the locations of open space, the locations of buildings, among other elements for their review, consideration, and approval. A development agreement is required to be presented to the City Council within 90 days of approval of a change in zoning request to the T, Toll Road 360 Form-based Development District.

Building frontages and building uses are similar to those found in the D, Downtown District, and the S, South Mansfield Form-based Development District --- and are allocated throughout the form-based development district by transect zone.

It should be noted however, that the T, Toll Road 360 Form-based Development District introduces the first opportunities for the construction of bungalow courts (i.e., cottage courts). Bungalow courts may consist of 6 to 12 dwellings that may be attached or detached, platted or not, and facing a common green or other similar gathering space. It should be noted, too, the T, Toll Road 360 Form-based Development District is the first form-based development district to introduce parking requirements that are determined by the market (e.g., the property owner or a developer).

Among other considerations, as discussed by the Planning and Zoning Commission, the latest version of the draft form-based development district includes the following:

- Ground floor commercial space is required along certain thoroughfare types having a minimum right-of-way of 43 feet; and the total amount of ground floor commercial space required may be modified by the City Council vis-à-vis a development agreement.
- Thoroughfares may not be aligned without review and approval by warrant.

- Open space is required to be programmed and provide shade trees.

The evolution of the T, Toll Road 360 Form-based Development District may be summed as follows:

- The T, Toll Road 360 Form-based Development District was first brought to the Planning and Zoning Commission on May 1, 2023 for review, consideration, and possible action. At that meeting, the Planning and Zoning Commission tabled the item indefinitely with a vote of 7-0 to allow for further review and discussion on the proposed code.
- On May 15, 2023, the Planning and Zoning Commission held a Work Session on proposed code. After the Work Session was held, the case was brought back to the Planning and Zoning Commission on June 13, 2023, and tabled again until June 29, 2023, a Special Called Meeting, with a vote of 5-0-2 (with two absences). At the Special Called Meeting there was a Work Session held on the proposed T, Toll Road 360 Form-based Development District. Following the Work Session, the Planning and Zoning Commission held a public hearing and, directed the Department of Planning and Development Services to review and redline the draft form-based development code based on the conversation and discussion from the Work Session. The case was voted on by the Planning and Zoning Commission, and tabled until July 12, 2023 with a vote of 6-0-1 (with one absence).
- On July 12, 2023, the case was publicly heard and the Department of Planning and Development Services provided feedback on suggested revisions to the code as requested by the Planning and Zoning Commission. The Planning and Zoning Commission voted 6-0-1 (with one absence) to table the case until the July 25, 2023 Planning and Zoning Commission Meeting.
- On July 25, 2023, the Planning and Zoning Commission voted 6-0-1 (with one absence) to table the item until their August 7, 2023 Meeting.
- On August 7, 2023, the Planning and Zoning Commission voted 6-1 (with one nay vote) to table the item until their August 21, 2023 Meeting.
- On August 21, 2023, the Planning and Zoning Commission voted 7-0 to table the item until their September 5, 2023 Meeting.

..Attachments

Ordinance

Final Draft

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, ZONING: FORM-BASED CODE DISTRICTS, BY CREATING A NEW SECTION 155.074 “T, TOLL ROAD 360 FORM-BASED DEVELOPMENT DISTRICT” RULES AND REGULATIONS AND THUS ADOPTED BY REFERENCE, CONTAINING ITS OWN USE CHART; ESTABLISHING A FEE FOR SITE PLAN OR BUILDING PLAN APPLICATIONS REQUIRED IN FORM-BASED DEVELOPMENT DISTRICTS EXCEPT SECTION 155.072, “D, DOWNTOWN 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 the Comprehensive Zoning Ordinance of the City of Mansfield, Texas (hereinafter “the Zoning Ordinance”), have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance should be amended; and,

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council recognizes a need to add clarity to the Comprehensive Zoning Ordinance through amendments that help define intent of administration.

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

SECTION 1.

That Section 155 of the Mansfield Code of Ordinances “Form-Based Code Districts”, is hereby amended to create Section 155.074 “T, Toll Road 360 Form-Based Development District.”

SECTION 2.

That Section 155.074 establish the use and development of the hereinabove described district in accordance with the T, Toll Road 360 Form-Based Development District in Exhibit “A” attached hereto and made part hereof for all purposes by reference.

SECTION 3.

That a fee in the amount of \$2,500.00 is hereby established on the Development Fee

Schedule for applications for site plans or building plans required in the Form-Based Development Districts except Section 155.072, "D, Downtown District".

SECTION 4.

That this ordinance shall be cumulative of all the other ordinances of the Code of Mansfield, Texas, as amended affecting zoning and shall not repeal any of the provisions of such ordinance, except those instances where provisions of such ordinance are in direct conflict with the provisions of this ordinance.

SECTION 5.

That 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 Zoning Ordinance as a whole.

SECTION 6.

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

SECTION 7.

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

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 25TH DAY OF SEPTEMBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Ordinance No. _____

23-5499

Page 3 of 3

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

Section 155.074.

T, Toll Road 360 Form-based Development District

ARTICLE 1. ADMINISTRATION

1.1. Title

This Ordinance is known as the “T, Toll Road 360 Form-Based Development District” and may be cited as the “Section”.

1.2. General Purpose and Intent

This Section is meant to encourage and enable:

- harmonious and coordinated development;
- development that considers natural features, community facilities, pedestrian / vehicular circulation in conformance with the Thoroughfare plan, and land use relationship with surrounding properties; and
- walkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.

1.2.1. General Intent

- The primary intent of this Section is to facilitate a diverse and complementary mixture of residential, commercial, and civic uses that will produce authentic, compact, and pedestrian-oriented environments that are worthy of emulation.
- The secondary intent is to provide a predictable framework for attracting a broad range of employers to the community, including national and multi-national corporations and small employers, to elevate the quality of life for existing and future residents, businesses, and visitors alike.
- The tertiary intent is to introduce art, cultural and recreational institutions to the community and its immediate environs.

1.2.2. Community Intent

This Section is to be implemented to assure that:

- the community retains its distinct natural and unique visual character;
- green corridors are used to both define and connect urbanized areas;
- compact, mixed-use, mixed generational, and pedestrian-oriented development is generally established as a pattern for development;
- interconnected networks of Thoroughfares are designed to disperse traffic and to reduce the length of vehicle trips;
- the ordinary activities of daily living occur within walking distance of most dwellings;
- a range of residential unit types and sizes are distributed throughout the community;
- civic and commercial activities are not isolated in remote, single-use complexes;
- industrial and distribution uses reliant on heavy truck traffic prohibited while small craft industrial, urban in scale, is accommodated where appropriate; and
- a range of open spaces, specifically greens, parks, plazas, and squares are distributed throughout the community.

1.2.3. Block and Building Intent

This Section is also to be implemented to provide that:

- block structure and the spatial form of public areas prioritize the pedestrian while adequately accommodating motor vehicles;

- the design of Thoroughfares and buildings reinforce safe environments for pedestrian dominance;
- buildings, streetscapes, and landscaping are designed to contribute to the spatial definition of Thoroughfares;
- building architecture and landscape design grow from local climate, topography, history, and building practice;
- the harmonious and the orderly evolution of urban areas be secured through regulating the form of buildings;
- design is flexible to prevent functional obsolescence; and
- timeless architecture be used to prevent fashion obsolescence and monotony.

1.3. Applicability

1.3.1. Zoning District Applicability

The provisions of this Section may only be applied to certain properties fronting Toll Road 360 (and the Frontage Roads) that are generally located to the east of the highway and to the south of Lone Star Road. Applications from property owners or developers requesting a change in zoning to the T, Toll Road 360 Form-based Development District shall not be accepted or considered for any parcels of land located to the west of Toll Road 360 (and the Frontage Roads) and north of Lone Star Road. The provisions of this section shall also control and prevail over the application of any other provisions of the Mansfield Code of Ordinances including those set forth for the FR, Freeway Overlay District and the SE, Secondary Freeway Overlay District. Individual Transect Zones will be depicted as part of the Regulating Plan. This Section provides all regulations, including zoning, subdivision, platting, signage, and urban design standards and standards controlling land use and development of land designated as T, Toll Road 360 Form-Based Development District.

1.3.2. Relationship to the City of Mansfield Code of Ordinances

- 1.3.2.1.** In the event of a conflict between the provisions of this Section and any other codes, ordinances, regulations, and standards of the City of Mansfield, the provisions of this Section shall control.
- 1.3.2.2.** Provisions of any other codes, ordinances, regulations, and standards of the City of Mansfield that are not in conflict with the provisions of this Section shall continue to apply to property designated as T, Toll Road 360 Form-Based Development District.
- 1.3.2.3.** The Definitions set forth in Article 10 contain terms that are integral to this Section. Those terms not defined in Article 10 or in Chapter 155, the Mansfield Zoning Ordinance, shall be accorded their commonly accepted meanings. In the event of a conflict between a definition in this Section and a definition in any other codes, ordinances, regulations, and standards of the City of Mansfield, the definition in this Section shall control.

1.3.3. Interpretation

- 1.3.3.1.** In the event of a conflict between the provisions of this Section and the numerical metrics of its tables and the diagrams and illustrations, the provisions of this Section shall control.

- 1.3.3.2.** Provisions of this Section are activated by “SHALL” or “ARE” when required and “MAY” when optional.

ARTICLE 2. APPROVALS PROCESSES

2.1. Development Process

The development process shall conform to the standards and progression as set forth in this article. The development process within a T, Toll Road 360 Form-Based Development District will be administered by the Director and requires the following:

1. Pre-Development Meeting with the Development Review Committee (DRC);
2. Zoning Approval subject to review and recommendation provided by the Planning and Zoning Commission and review and approval by the City Council;
3. Development Agreement subject to review and approval by the City Council;
4. Regulating Plan review and approval;
5. Plat review and approval;
6. Site Plan review and approval (if applicable); and
7. Building Permit Application review and approval

2.2. Pre-Development Meeting

Prior to submittal of an application for a change in zoning to the T, Toll Road 360 Form-based Development District, or a Regulating Plan for all proposed projects under the provisions of this Section, the applicant(s) shall schedule a meeting and meet with the DRC in a pre-development meeting in accordance with the City’s policies and procedures. This meeting shall include the applicant and their design professionals and relevant representatives of City departments. The pre-development meeting is intended to provide guidance for implementation of this Section and recommendations on issues that may arise.

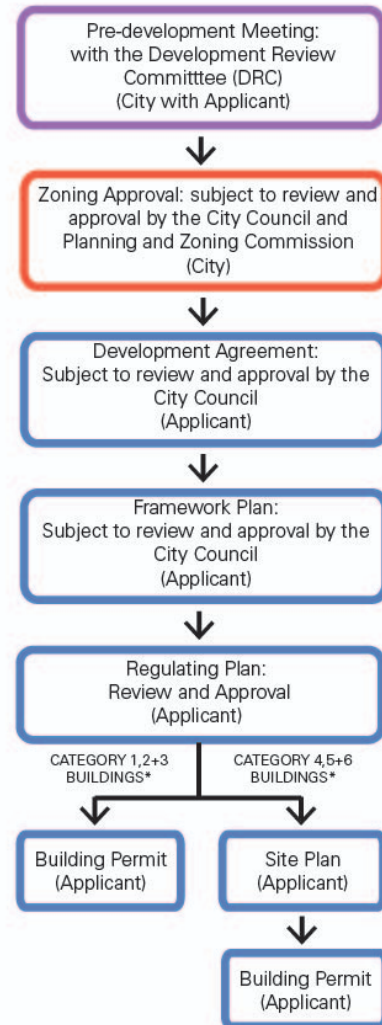
2.3. Zoning Approval

All applications requesting to rezone to the T, Toll Road 360 Form-based Development District shall be processed and reviewed in accordance with the provisions set forth in Section 155.115. All applications requesting to rezone to the T, Toll Road 360 Form-based Development District shall be subject to review and recommendation by the Planning and Zoning Commission and review and approval by the City Council.

2.4. Development Agreement

All applications and plans for development or redevelopment under this T, Toll Road 360 Form-based Development District shall be accompanied by a Development Agreement approved by the City Council. A

2.1 DEVELOPMENT PROCESS



*BUILDING CATEGORIES DEFINED IN EXHIBIT B:
BUILDING STANDARDS

Development Agreement shall be approved prior to the submittal of any Regulating Plans and Site Plans for review and approval. A Development Agreement submitted to the City Council for review and approval shall require two types of plans: a Concept Plan and a Phasing Plan. The Concept Plan and the Phasing Plan shall be submitted together and shall be attached as exhibits to the Development Agreement. The “Concept Plan” shall include the following plan elements: proposed layout; proposed thoroughfare locations; proposed transect zone boundaries; required open space area and their proposed types; proposed development intensity; proposed building types (including height), and any other applicable attributes that may be required by the City Council. A Development Agreement may only be altered or modified subject to the approval of the City Council. A Development Agreement may include a modification to or a reduction in the Commercial Ready Frontages as required by Section 4.3 in this T, Toll Road 360 Form-based Development District, and subject to approval by the City Council. In the event that a property owner or a developer does not prepare (or have prepared on their behalf) and present a Development Agreement to the City Council within 90 days for review and approval of a rezoning to the T, Toll Road 360 Form-based Development District, then the City Council is authorized to initiate a rezoning of the property. The property owner or the developer shall abide by the terms and conditions contained in the Development Agreement.

2.5. Regulating Plans

The approval of a Regulating Plan shall be required prior to the development of any tract of land. The submittal of a Regulating Plan is required within 90 days of the Development Agreement approval. If a Regulating Plan is not submitted within the 90-day timeframe, then the City Council is authorized to initiate a rezoning of the property. The Regulating Plan shall generally conform to the Development Agreement and the provisions of this T, Toll Road 360 Form-based Development District. An approved Regulating Plan is not subject to expiration. A Regulating Plan submitted in accordance with the provisions of this Section and requiring no Variances may be approved by the Director of Planning if it conforms with this Section, including any Warrants, the Development Agreement, and all other applicable codes, ordinances, and regulations of the City.

2.5.1. Requirements

A Regulating Plan shall contain the following details:

2.6.1.1. Transect Zones

Transect Zones shall be indicated on the Regulating Plan.

2.6.1.2. Thoroughfare Network

The Thoroughfare Network shall identify Thoroughfares as shown on **Diagram B: Thoroughfare Assemblies**.

2.6.1.3. Open Space

Open Space meeting the requirements of Section 3.3.

2.6.1.4. Regulating Plan Details

The following details shall be included on a Regulating Plan if applicable to the proposed development or site conditions or if required by a Transect Zone.

- Commercial Ready Frontages (that meet the requirements of Section 4.4.3.1)
- Urban Flex Frontages (shall meet the requirements of Section 4.4.3);
- Terminated Vistas (shall meet the requirements of Section 3.4.1);
- Cross-Block Paseos (shall meet the requirements of Section 3.4.2);

- Protected Trees and tree clusters (if any);
- Trails;
- Each principal building shall be located within 800 feet of Open Space areas;
- Statement that residential building type variety will be met at buildout (shall meet the requirements of Section 4.5.1);
- Key focal point(s) or Landmark features;
- Minimum / maximum building heights, building categories, and land use overlay district(s) if applicable;
- Phasing Plan;
- Any adjacent approved Regulating Plan (if any);
- Any requirements specific to the site based on applicable codes, ordinances, or regulations;
- Any requests for Warrants; and
- Any requests for Variances, which may only be considered and approved pursuant to the provisions in Section 155.080.

2.6.1.5. Site Analysis Exhibit

A Regulating Plan submittal shall include a Site Analysis Exhibit showing the existing site conditions as set forth herein. Depending on site context, the Site Analysis Exhibit may include:

- Existing utility placement;
- Type and location of existing structures;
- View corridors;
- Condition of existing streets;
- Drainage (e.g., drainage courses, floodplain and floodway);
- Existing mature trees and vegetation masses;
- Topography;
- Adjacent publicly owned land, Civic, health facilities, schools, libraries, fire stations, hospitals, churches, et cetera;
- Identification of adjacent uses; and
- Other landmark features within the subject property.

2.6.1.6. Traffic Impact Analysis

A Traffic Impact Analysis (TIA) shall accompany an application for approval of a Regulating Plan if required under applicable ordinances. The Director of Engineering Services may waive the TIA requirement, only in accordance with the terms and conditions set forth in an approved Development Agreement. If a TIA is required, the appropriate internal capture methodology may be used and considered for determination of trip generation, subject to review and approval by the Director of Engineering Services.

2.6.2 Approval of Regulating Plans

2.6.2.1 Approval of Regulating Plans

The Director of Planning may approve an application for a Regulating Plan if the Regulating Plan meets all requirements of this Section, the Development Agreement, and all other applicable codes, ordinances, and regulations, and there are no Variances requested.

2.6.2.2 Denial of Regulating Plans

The Director of Planning may deny an application for a Regulating Plan if the Regulating Plan fails to meet the requirements of this Section or any other applicable codes, ordinances, and regulations. Specific reasons and references to Code sections and Statutes shall be provided with a denial.

2.6.2.3 Notification of Applicant Decision

The Director of Planning shall notify the applicant of his / her decision within forty-five (45) days of the date the application was filed with the Department of Planning and Development Services. If the Director of Planning does not approve or disapprove the Regulating Plan within forty-five (45) days after the Regulating Plan is filed, the Regulating Plan shall be deemed denied and maybe appealed for review pursuant to Section 2.6.2.6.

2.6.2.4 Applicant Response to Denial

After the denial of a Regulating Plan by the Director of Planning, the applicant may submit to the Director of Planning a written response that remedies each reason for denial provided in the written statement within 15 days.

2.6.2.5 Applicant Response to Denial

- (a) If the Director of Planning receives a response under Section 2.6.2.4, the Director of Planning shall determine whether to approve or deny the applicant's previously denied Regulating Plan not later than 15 days after the date the response was submitted. If the Director of Planning does not approve or deny the Regulating Plan within 15 days of submittal, the Regulating Plan shall be deemed denied and may be appealed for review pursuant to Section 2.6.2.6.
- (b) If the Director of Planning denies a Regulating Plan following the submission of a response under Section 2.6.2.4, the Director of Planning:
 - (1) must comply with Section 2.6.1; and
 - (2) may deny the plan only for a specific reason provided to the applicant under Section 2.6.1.
- (c) If the Director of Planning receives a response that satisfactorily addresses each reason for the denial, then the Director of Planning shall approve the Regulating Plan. If the Director receives a response that does not satisfactorily address each reason for the denial, then the Director of Planning may deny the Regulating Plan.

2.6.2.6 Appeal

Denial of a Regulating Plan by the Director of Planning may be appealed to the City Manager. The appeal must be filed within 15 days of the date of the Director of Planning's action or the expiration of the Director of Planning's time for taking action on the Regulating Plan or a response. The City Manager may approve, approve with modifications, or deny the Regulation Plan. If the City Manager denies the Regulating Plan or does not take action on the Regulating Plan within 15 days of the filing date for the appeal, the Regulating Plan shall be deemed denied by the City Manager and the applicant may appeal to the City Council for review of the Regulating Plan. The appeal to City Council must be made by filing written notice with the Director of Planning within 15 days of the City Manager's decision to deny the Regulating Plan or the expiration of the

City Manager's time for taking action on the Regulating Plan. After considering the Director of Planning's and the City Manager's decisions, the City Council may approve, approve with modifications, or deny the Regulating Plan. If the City Council denies the Regulating Plan, the denial is final. If the City Council does not either approve or deny the Regulating Plan within 30 days of the date the appeal is filed with the City Manager, the Regulating Plan shall be approved.

2.6.3 Modification to an Approved Regulating Plan

2.6.3.1 Transect Zones

Transect Zone boundaries may be modified by Warrant, except where specifically defined by an approved Development Agreement as set forth in Section 2.4.

2.6.3.2 Thoroughfare Assemblies

The location of any Thoroughfare Assemblies shown on an approved Regulating Plan may be shifted in any direction from the locations shown on the approved Regulating Plan by Warrant.

2.7 Site Plan and Building Plan Approval

2.7.1 General

Application for review and approval of a Site Plan and Building Approval shall be done simultaneously and may only be approved in accordance with the provisions of this Section. Any required architectural reviews shall run concurrently with the required site plan and building permit review under this section. Site Plans shall conform to the approved Development Agreement, Regulating Plan, and Preliminary and Final Plats. Approval of civil and utility plans shall not require approval of Site Plans along the adjacent blocks. A Site Plan application is for one or more buildings on a specific block. A Site Plan shall not be required for the submission or approval of a plat or civil engineering infrastructure plans. A separate Site Plan is not required for individual tracts constructing building types in Category 1, 2 and 3, as indicated in Exhibit A: Building Standards, where the same information is submitted with the application for building approval.

2.7.2. Site Plan Approval

For all Site Plans, applications submitted for approval shall include the following information and documents and demonstrate compliance with the approved Development Agreement, Regulating Plan, and any approved plats:

- Proposed building types corresponding to the criteria in **Diagram A: Building Standards**;
- Build-to Line in accordance with the respective frontage standards;
- Delineation, by type, of proposed streets, alleys, mews streets, public easements, buildings, parking areas, and landscaped areas;
- All proposed encroachments in right-of-way (ROW) or easements;
- Schematic exterior building elevations indicating materials, colors and other architectural features (as may be required);
- Identification of protected trees and tree clusters as defined in the Code of Mansfield, Texas, and those that are to be preserved;
- Landscape and streetscape areas identified;
- Identification of Terminated Vista Locations; and
- Warrants, if any (any variation to this Section's standards must be specifically requested).

2.7.3. Building Plan Approval

This Section sets forth the standards that are applicable to the development and modification of buildings and other elements of the built environment within the private lot.

For all Building Categories, building plans submitted for approval shall demonstrate compliance with:

- Thoroughfare Assemblies;
- Lot standards;
- Building orientation;
- Building height and configuration;
- Frontage standards;
- Building Use;
- Parking standards;
- Landscape standards;
- Signage standards;
- Building materials and configurations; and
- Warrants, if any.

Once a building permit is approved it shall be considered complete and approved. Any subsequent applications for building permits for a building, or any parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not consider items already approved in a previous permit, with the exception of addressing amendments or modifications to the applicable building codes, mechanical codes, plumbing codes and other life safety regulations.

2.8 Flexibility

The size and complexity of form-based developments and necessary extended timeframe to complete the development with the intended mix of uses, households, and quality, require that flexibility be incorporated in the entitlements of the district. There shall be three types of deviations from the requirements of this Section: Warrants, Special Exceptions, and Variances. Any requests for Warrants, Special Exceptions, or Variances shall not subject the entire application to review and consideration, but only that portion necessary to rule on the specific issue requesting relief.

2.8.1. Warrants

A Warrant is a modification that allows a practice that is not consistent with a specific provision of this Section that is justified by the intent and purpose of this Section. Except as otherwise explicitly provided for in the rules and regulations set forth in this T, Toll Road 360 Form-based Development District, a Warrant may only be requested to allow for one or more of the following practices:

- Dimensional Requirements for Building Setbacks. A property owner or a developer may request a Warrant for a modification of up to 10 percent of the required building setback as provided for in this T, Toll Road 360 Form-based Development District.
- Amendments to Approved Regulating Plans. A property owner or a developer may request a Warrant for a Modifications to an approved Regulating Plan to increase by up to a maximum of 10 percent of the transect zone area.

- Modifications to Approved Site Plans. A property owner or a developer may request a Warrant for modifications to increase by up to a maximum of 10 percent the lot coverage or other area measurement provided, however, that a Warrant shall not be considered for decreasing the minimum height of a multi-family residential building.
- Modifications to Approved Thoroughfare Alignments. A property owner or a developer may request a Warrant for modifications to shift Thoroughfare alignments.
- Modifications to Building Materials and Configurations. A property owner or a developer may request a Warrant for relief from the Building Materials and Configurations found in Article 8.

The Director of Planning shall have the authority to administratively approve or deny a request for a Warrant. The Director of Planning's decision to deny a Warrant may be appealed to the City Manager or his / her designee within 30 days of the Director of Planning's decision. The City Manager's decision to deny a Warrant may be appealed to the City Council, and such appeal must be made within 30 days of the City Manager's decision. The City Council may approve, approve with modifications, or deny a Warrant appeal. An appeal of a decision by the Director of Planning or the City Manager shall be filed with the Director of Planning.

The following requirements and standards may not be modified by Warrant:

- The required provision of alleys.
- The minimum building height for multi-family residential buildings.
- The minimum amount of required Open Space.
- Unscreened garages or parking lots.
- The allowable building uses and the specific uses by transect zone.
- The requirement for Commercial Ready Frontages as set forth in Section 4.4.3.1.
- The modification or alteration of any of the terms and conditions set forth in an approved Development Agreement.

2.9 Owners Association

2.9.1 All property must be included in a mandatory Owners Association, which shall be created for the purpose of requiring that the Owners Association will be responsible for the maintenance of the private amenities and common areas within the property in the Owners Association (e.g., screening fences, common areas, parks, amenity centers, landscaping).

2.9.2 The Association Documents must be reviewed for compliance with Section 2.9.1 by the City Attorney prior to the filing of a final plat. The Association Documents shall be submitted in a timely manner to allow for a minimum of 30 days review prior to submission of a final plat application. Failure to submit the Association Documents or submitting incomplete Association Documents may result in delay of construction, acceptance of the subdivision or delay in approval of a building permit. The City does not accept the responsibility for any delays in construction, approval or acceptance of the subdivision caused by the failure to submit the Association Documents or the inaccuracy of the Association Documents. The Association Documents shall be recorded in the real property records for the appropriate County simultaneously with the recording of the final plat.

2.10 Architectural Pattern Book

The T, Toll Road 360 Form-Based Development District regulates the overall mix of uses, building types, Thoroughfares, massing and placement of buildings, relationship of buildings to the streets, general

intensity of development in the Regulating Plan area, allocation of open space, and economic goals of the overall project. A property owner, a developer, or an Owner' Association may prepare or may have prepared on its behalf, an Architectural Pattern Book as part of the Owners Association Documents. An Architectural Pattern Book may be submitted to the Director of Planning for review. The review process is to help guide the structure of the Architectural Pattern Book. The intent of the review is to strive to create an authentic Architectural Pattern Book that will guide design and the construction or modification of well-designed and sensible buildings and landscaping that work together harmoniously, while the individual buildings and their landscaping, themselves, are different, and to identify if the Architectural Pattern Book conflicts with the regulations in this T, Toll Road 360 Form Based Development District. The Director of Planning may only offer advice and recommendations concerning an Architectural Pattern Book.

ARTICLE 3. SITE DEVELOPMENT STANDARDS

3.1. Transect Zone Descriptions

The Transect is defined as a cross-section of the built environment that shows a range of different development lot and block patterns. It is a means for organizing development intensities ranging from the lowest intensity condition to the most urban condition. Each of the three Transect Zones in this T, Toll Road 360 Form-Based Development District envision intentional physical outcomes. Their descriptions are provided below:

3.1.1. T-4 Traditional Neighborhood Transect Zone

The T-4 Traditional Neighborhood Transect Zone consists of primarily residential uses with limited mixed-use in a formal urban fabric. It must have a diverse range of residential building types to provide housing opportunities to a broad range of household types. The setbacks are tight, and landscaping is formal as typically consistent with traditional neighborhoods. Open space is formal and intentionally implanted in the neighborhood to provide walkable destinations.

3.1.2. T-5 Urban Neighborhood Transect Zone

The T-5 Urban Neighborhood Transect Zone consists of dense buildings that may accommodate retail, restaurants, residential, civic uses, and offices. It has a tight network of Thoroughfares, very shallow setbacks, and urban-scaled open spaces. Principal Buildings shall have a minimum height of four stories. Accessory buildings have no minimum height requirement. All parking fields and garages will be in the center of blocks screened by buildings, except for entrance/exit access.

3.1.3. T-6 Urban Core Transect Zone

The T-6 Urban Core Transect Zones will be primarily a high intensity mixed-use area that consists of the greatest height, the greatest variety of uses, and civic buildings of regional importance, an employment and retail area consisting of high-density commercial and mixed-use buildings that can accommodate first floor retail, restaurant, civic and office, as well as a limited amount of supporting multi-family used to screen parking garages on commercial and mixed-use blocks. It has a tight network of Thoroughfares, very shallow setbacks, and urban-scaled open spaces. Streets have street tree plantings and wide sidewalks. Principal Buildings shall have a minimum height of 4-stories. Accessory buildings have no minimum height requirement. All parking fields and garages will be in the center of blocks screened as described in this Section.

3.2. Thoroughfare Standards

- 3.2.1.** All Thoroughfares shall be constructed in accordance with the standards as shown in **Diagram B: Thoroughfare Assemblies**.

3.2.2. Thoroughfare Modification

Modifications to Thoroughfares to accommodate traffic calming, accommodate pedestrian and bike traffic, modify on-street parking configuration, and provide on-street micro-transit facilities, may be approved by Warrant.

- 3.2.3.** All Thoroughfares shall terminate with other Thoroughfares in intersections, as shown in **Diagram C: Intersection Assemblies**, to form a network. Cul-de-sacs are prohibited and shall only be approved on a Regulating Plan by Warrant due to a site constraint. Temporary cul-de-sacs and dead ends may be allowed by right as an intermediate, temporary condition between project phases, but the design must be approved by the Department of Engineering Services and Fire.

3.2.4. Block Definition

All Thoroughfares shall define blocks not exceeding the following perimeter lengths, measured as the sum of lot frontage lines:

- T-4 Transect Zones: 2,100 feet maximum, 750 feet maximum block face.
- T-5 Transect Zones: 2,500 feet maximum, 850 feet maximum block face.
- T-6 Transect Zones: 2,500 feet maximum, 850 feet maximum block face.

For purposes of calculating maximum block length, a block may be defined on one edge by open space, which is not included in the calculation for block face or block perimeter provided that pedestrian connectivity is maintained through the open space. A green street, woonerf, cross-block paseo will qualify as a street in calculating block dimensions.

3.2.5. Utility Placement

- Utility service and distribution lines (public, franchise, irrigation, and private) shall be placed underground within the right-of-way, including traffic lanes and sidewalks, or within an alley containing a utility easement.
- Utilities, franchise utilities, master irrigation, and private utilities shall be allowed in designated easements in open spaces.
- In cases where utility locations shall diverge from typical locations as provided in **Diagram B: Thoroughfare Assemblies**, utilities should be located where they will not prevent planting of street trees or tree lawns to the extent possible.
- Transformers, switchgear, and meters should be installed along alleys in T-4 Transect Zones. In T-5 and T-6 Transect Zones meters should be located in alleys, wherever feasible. The placement of transformers, switchgears and meters may be installed within the right-of-way by Warrant.

3.2.6. Traffic Calming

3.2.6.1. Horizontal Deflection Improvements

Chokers, chicanes, and tapers, are permitted by Warrant.

3.2.6.2. Vertical Deflection Improvements

- Traffic calming improvements that use speed bumps, and speed humps, are not permitted in any Transect Zone.
- Traffic calming improvements that use Speed Tables are permitted by Warrant in T-5 and T-6 Transect Zones. Speed Tables may be integrated into pedestrian crossings at intersections and may be used to integrate open spaces across a street by Warrant.
- The use of Woonerfs as a traffic calming improvement are permitted by Warrant.

3.2.7. Private Use of Public Right-of-way (ROW)

- On-street parking spaces may be converted to an extended patio seating area, retail space or open space by Warrant.
- On-street parking spaces may be allocated as designated parking, storage and charging of micro transit (scooters, e-bikes, etc.) by Warrant.
- Electric car charging stations may be permitted in the right-of-way by Warrant, provided they do not impede required street landscaping, traffic, or pedestrian movement.
- Shore power for food trucks, exterior lighting, and events may be permitted by Warrant in the right-of-way, provided they do not impede required street landscaping, traffic, or pedestrian movement.
- An Owners Association may regulate on-street parking relative to the use of its tenants, residents, and invitees through the use of a license agreement with the City, subject to review and approval by the City Manager or his / her designee.
- Food Trucks and similar uses in the right-of-way may be permitted through a license agreement and/or special event permit subject to review and approval by the City Manager or his / her designee.

3.3. Open Space Standards

3.3.1 Site Requirement

Any area to be designated Open Space shall be shown on the Regulating Plan, preliminary plat, and final plat. A minimum of 15 percent of the total project area contained in a Regulating Plan shall be Open Space. Any single phase may be less than 15 percent of Open Space so long as in the aggregate 15 percent of total site area is met by completion of the last phase of the Regulating Plan. Open Space dedicated to the City may count towards the Open Space requirement. Open Space with minimum size of 2,000 square feet is required within an 800-foot radius of every residential building and commercial/mixed-use block. Open Space meeting the requirements of this Section shall be reviewed and approved by the Executive Director of Community Services as a part of approval of the Regulating Plan. Open space shall conform to a green, a park, a playground, or a square as such are defined in Section 155.073 of the Mansfield Zoning Ordinance for the S, South Mansfield Form-based Development District. Open space shall otherwise conform to the provisions set forth in this T, Toll Road 360 Form-based Development District.

3.3.2 Maintenance of Private Open Space

Any private Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other owning entity. The property owner, Owners Association, or other owning entity may adopt rules and regulations regarding access, permitted uses, security (i.e., policing) and maintenance responsibilities for the Open Space. Private Open Space not accessible to the public may not count toward the minimum Open Space requirement.

3.3.3 Private Facilities within Public and Private Open Space

Private cafes, beer gardens, recreational facilities, and temporary buildings are allowed to operate within Open Space with the permission of the owning entity. No additional parking is required for these uses.

3.3.4 Public Access

Public Open Space shall be accessible to the public from sunrise to sunset. Pedestrian and / or vehicular access to Open Space shall be provided.

3.3.5 Design Criteria

- All areas designated as Open Space shall be designed with benches, shall provide at least two shade trees for every 300 square feet of area unless otherwise approved by Warrant, and shall be programmed with one or more of the following program elements:
 - Concert space;
 - Farmer's market;
 - Fountain;
 - Outdoor serving;
 - Performance space;
 - Location for Public Art;
 - Water feature;
 - Waterside staircase;
 - Overhead string lighting;
 - Fire pit;
 - Game lawn;
 - Fandango space;
 - Playground;
 - Dog Park facilities; and / or
 - Shore Power for food trucks and events
- Utility easements shall count towards the Open Space requirement provided they are maintained and at least 50 percent of the length of the easement has a building façade(s) oriented towards the space, for lots with buildings oriented towards the Open Space, such that the easement serves as a visible open space. No more than 50 percent of the Open Space requirement shall be met through utility easements.
- Up to 50 percent of a floodplain area, shall count towards the Open Space requirement provided floodplain Open Space programmed in accordance with a Development Agreement and has at least 50 percent of the length of the floodplain has a building façade(s) oriented towards the space, such that the floodplain serves as a visible Open Space from buildings.
- Up to 50 percent of a detention or retention area, subject to review and approval by the Director of Planning, may be designated as Open Space provided that it is programmed in accordance with a Development Agreement without fencing unless such fencing is included in the Open Space design, and designed in a manner that does not call attention to its storm management function and has at least 50 percent of the frontage of the detention or retention area has a building façade(s) oriented towards the space, such that the area serves as a visible Open Space from buildings.

3.3.6 Building Engagement

Where buildings are adjacent to Open Space, the buildings shall be constructed such that Façades are oriented to the Open Space, Paseo, or trail.

3.4. Urban Site Design

3.4.1. Terminated Vista

Where a Terminated Vista is indicated on a Regulating Plan, a substantial terminating element on a building must be located opposite the axial termination of the Thoroughfare, except as indicated below for the T-4 zones. On larger buildings the required termination will be a segment of façade with a unique character that is properly scaled to terminate the Vista. In T-4 Transect Zones the termination will take the form of an Open Space, a framed Paseo, building, or segment of façade being centered on the axial location.

3.4.2. Cross Block Paseo

Where a cross-block Paseo is indicated on a Regulating Plan, a minimum 20-foot-wide pedestrian access shall be reserved between buildings for the cross-block Paseo. Buildings along a cross-block Paseo must have a Primary or Secondary Frontage. Where there is a capped block end the passage shall be treated as a street corner. Every Paseo must be named on a preliminary or final plat. The term “Paseo” must be incorporated in the name of the passage.

3.4.3. Shared Access

Shared access and / or access easements across parcels are permitted and encouraged. Such easements will be indicated on the Regulating Plan. Shared access easements may be required on the Regulating Plan where the Director of Planning determines the easements are necessary to minimize potential congestion, provide, convenient circulation across adjacent properties, reduce the number of curb cuts and conflict points along a street.

- Commercial development shall be designed to provide for shared access with adjacent commercial parcels.
- Provisions shall be made for connection of pedestrian and vehicle circulation systems with adjacent parcels.
- Vehicular access easements from one lot to adjacent lots and for private driveways within a lot may be provided on the subdivision plat or by separate recorded instrument. Such access easements shall be specifically defined.

3.4.4. Green Fronting Lots

- For platting purposes, not all buildings are required to have public street frontage provided they have access to a Thoroughfare or Open Space. Lots may be accessed from a public street, private street, access easement, alley or a common green using a minimum 5-foot public sidewalk easement.
- Emergency service access may be provided through a dry standpipe in an alley or common green with approval by Warrant.

3.5. Lighting

3.5.1 Intent

Lighting shall be provided to provide a level and consistency of illumination that supports pedestrian activity and promotes safety. The intent of this section is to provide even and glare free lighting throughout the district. The mix of uses requires active management of light levels and color temperatures.

3.5.2 Street Lighting Levels

Lighting levels within public rights-of-way and pedestrian areas will be in compliance with the following foot candle (fc) minimum averages:

- **T-4 Transect Zones:**
 - Residential .25 fc
 - Commercial/Retail 1 fc
 - Institutional and Public Uses 1 fc
 - Parking Areas 1 fc
 - Key Locations Within Public Open Space .5 fc
- **T-5 and T-6 Transect Zones:**
 - Residential 1 fc
 - Urban Flex 1 fc
 - Commercial/Retail 2 fc
 - Institutional and Public Uses 2 fc
 - Public Open Space 1 fc
 - Parking Areas 1 fc
 - Street Intersection 2 fc
 - Street Centerline 1 fc

Light levels along sidewalks may be achieved through a combination of both pedestrian-level lights and building-mounted lighting. A streetlight photometric plan shall be included as part of a civil engineering plan set.

3.5.3. Alley Lighting (T-4 Transect Zones)

Alley lighting shall be located on garage walls facing the alley and will be limited to a maximum of two carriage light fixtures mounted at least 7 feet in elevation, and not exceeding the equivalent of 100 watts each. These lights will be controlled by automatic timers and provide dusk to dawn lighting.

3.5.4. Porch, Arcade, and Colonnade Lighting

Lighting fixtures will be located on walls, ceilings, and overhangs and shall not exceed the incandescent equivalent of 100 watts each. These lights will be controlled by automatic timers and provide dusk to dawn lighting.

3.5.5. Lighting Elements

The following lighting elements will be permitted: incandescent, color-corrected LED, metal halide or halogen, or other similar lighting elements approved by the Director, provided, however, all lighting elements shall be contained in the schedule of approved lighting as shown in the City's franchise agreement with the utility provider. All exterior lights shall not exceed 4,000 kelvin on the light color. Exterior string lights are allowed within the public right-of-way and Open Space if within the above color range. The following lighting elements will not be permitted: cobra head, HID – mercury vapor and sodium vapor, HPS and fluorescent lights. Flood type lights and wall packs are only allowed behind buildings serving parking and loading areas, and they may not be visible to T-4 Transect Zones, Thoroughfares, or Open Spaces.

3.5.6. Streetlights

Streetlights are required and shall be reviewed and approved by the Director of Planning. Streetlights need to conform to the lighting standards included in the schedule of approved

streetlights offered by the electrical provider in reference to the franchise agreement between the utility provider and the City.

3.5.7. Screened Lighting Source

All spot lighting will be focused narrowly on its intended target such as signs.

3.5.8. Civic or Other Similar Uses Lighting

Civic or other similar uses not listed in Section 3.5.2 may have lighting levels approved by Warrant.

ARTICLE 4. LOT AND BUILDING STANDARDS

4.1. Lot Standards

4.1.1 All lots shall either front a Thoroughfare, private street, or an Open Space. The portion of the lot fronting a Thoroughfare, private street, or Open Space shall be designated as its Primary Frontage. A corner lot shall have designated a Primary Frontage along the Thoroughfare, private street, or Open Space and a secondary frontage along the remaining frontage. Any lots, other than a corner lot, fronting more than one Thoroughfare, private street, or Open Space shall have a Primary Frontage on each.

4.1.2 There shall be no minimum nor maximum lot width for newly platted lots, newly assembled lots, or subdivisions of existing lots, as measured along their Primary Frontage, except as provided in **Diagram A: Building Standards**.

4.2. Lot Coverage

Lot Coverage shall not exceed the maximum percentages by Transect Zone, as provided below:

- T-4 Transect Zones: 85 percent maximum (Impervious cover maximum: 90%).
- T-5 Transect Zones: 100 percent maximum.
- T-6 Transect Zones: 100 percent maximum.

Lot Coverage shall be calculated as percentage of building footprint covering a lot and shall not include flatwork, allowed encroachments, and Frontage Types.

4.3. Building Standards

All buildings shall conform to the standards, by Transect Zone, according to **Diagram A: Building Standards**.

4.3.1 Building Orientation

The principal entrance shall be along the Frontage Line in the T-5 and T-6 Transect Zones.

4.3.2 Building Configuration

4.3.2.1 Building height shall be measured in stories for each habitable level above-ground as provided in below:

- Stories are measured from finished floor to finished ceiling.
- For residential functions, all ground floors shall have a minimum story height of nine feet.
- For commercial functions, ground floors shall have a minimum story height of 11 feet and a maximum of 25 feet. A single floor level exceeding 18 feet at the ground floor shall be counted as two stories.

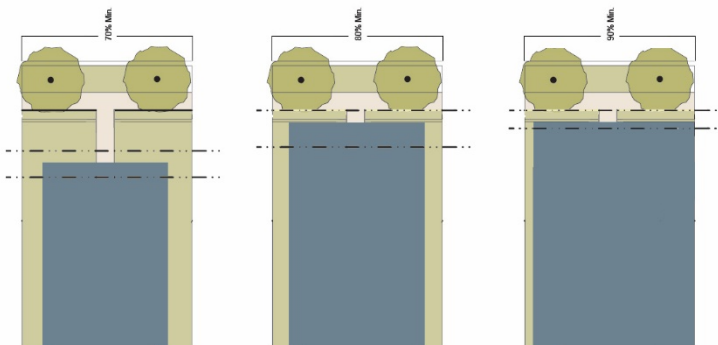
4.3.2.2 Building height is limited to the following maximum heights:

- Four stories in the T-4 Transect Zones.
 - There are no limitations on building height in the T-5 and T-6 Transect Zones.
- 4.3.2.3** Height limits for masts, water towers, belfries, clock towers, chimney flues, or elevator bulkheads shall not count towards building height calculations.
- 4.3.2.4** Outbuildings are limited to two stories in all transect zones and they shall be no higher than the principal building on the same lot.

4.3.3 Frontage Requirement

All principal building façades, inclusive of porches, courtyards, and similar encroachments, shall occupy the minimum percentage of the required Primary Frontage within the designated Build-to-Line Zone designated in **Diagram A: Building Standards** and included in the Regulating Plan as specified below:

- T-4 Transect Zones: 60 percent min.
- T-5 Transect Zones: 80 percent min.
- T-6 Transect Zones: 90 percent min.



T-4 60% min. T-5 80% min. T-6 90% min.

- Buildings in T-5 and T-6 Transect Zones may have more than one Primary Frontage as shown on a Regulating Plan.
- The Director of Planning may approve, by Warrant, reductions in the Frontage Requirement to accommodate for inset or side private yards.
- Frontage Standards for pie-shaped or irregular shaped lots may be modified by Warrant.

4.3.4 Building Entrances

- In the T-5 and T-6 Transect Zones first story residential functions shall have an average finished floor elevation of a minimum of 16 inches above the elevation of the sidewalk for a minimum of 50% of the street frontage, except for Commercial Ready Frontages, Restaurant Ready Frontages, or Urban Flex Frontages. In cases of grading, elevation change, and site condition issues, average minimum finished floor requirements may be waived by Warrant. Minimum finished floor elevations shall be shown on the site plan.
- For retail, restaurant, Urban Flex, and residential buildings: all first-floor units adjacent to a street or Open Space shall have a flush direct entrance oriented to the adjacent street or Open Space. Alternate entrances are allowed from a garage or interior corridor. Lobbies are allowed for access to interior units or other areas of the building.
- Entrances into upper floor residential functions in mixed-use buildings may be at sidewalk grade.
- Lobby entrances for office buildings, hotels, and civic uses are permitted.
- Buildings are permitted to have a lobby as a secondary entrance in addition to the required principal entrance to the street or Open Space.

4.3.5 Additional Building Criteria

4.3.5.1 Bungalow Court

- Individual dwellings shall require Private Frontages as allowed and configured by Transect Zone, and shall be oriented and built in a way to face each other, perpendicularly or at an angle, around a common green or cap the courtyard fronting on a street.
- Parking may be associated with each unit in the rear or onsite in a common parking area; and parking may also be provided off-site if it is located within 800 feet of the Bungalow Court.
- Dwellings may exist on a single lot or be platted separately with addressing from an alley or from the common green.
- Emergency service may be provided through a dry standpipe in the alley or common green with approval of a Warrant.
- Setbacks shall be calculated at the exterior of the lot, not between individual buildings on a common lot.
- No Bungalow Court shall be located within 800 feet of another Bungalow Court.

4.3.5.2 Ancillary Structures

- Ancillary structures such as sheds, storage buildings, animal houses and similar structures shall be less than 200 square feet and less than 12 feet in height.
- Structures less than 8 feet in height may be setback 0 feet from property lines provided they are to the side or rear of the primary building and no portion of the structure crosses the property line.
- Ancillary structures between 8 feet and 12 feet in height shall be setback a minimum of 5 feet from property lines and be in the rear of the primary building.
- Ancillary structures on corner lot lines shall be restricted to placement along the interior side lot line.

4.3.5.3 Outbuildings

- Setbacks: The rear setback shall be a minimum of 5 feet from the rear lot line, and the side setback shall be a minimum of 0 feet from the side lot line.

- Building height shall be limited to 2 stories in all Transect Zones.

4.4. Frontage Standards

Private frontages shall be configured by Transect Zone and shall conform to the requirements provided below.

4.4.1 First Lot Layer Standards

- Lots fronting two or more Thoroughfares or Open Spaces shall utilize frontage types and fences as described in this Section along each fronting Thoroughfare or Open Space.
- Loading docks, service areas, and utility meters are not permitted along Primary Frontages (this does not apply to designated Loading Areas located along a right-of-way).
- At the principal facade of each building, each first story unit shall be provided one of the frontage types described below.
- A front door shall be provided on the street or Open Space frontage.
- Charleston Side Porch building types are a permitted building type. Street entrances are permitted along the side of a Charleston Side Porch building, as long as the porch has a door or gate toward the street.
- In support of pedestrian activity, commercial functions may utilize a portion of the right-of-way for seating, serving, displays of merchandise, temporary signage, or other business-related activities provided there is a minimum 6-foot contiguous clear path maintained within the setback, right-of-way, or any combination of both.
- A dooryard frontage or a stoop frontage shall be provided at the principal entrance of each row house dwelling where fronting on any Thoroughfare or Open Space, including mews streets.
- A dooryard frontage shall be provided at the individual entry of each ground floor dwelling in a multi-family residential building where fronting on any Thoroughfare or Open Space, including mews streets.
- A shopfront frontage shall be required for all ground floor commercial functions, including live-work units. A shopfront frontage shall not be required for lodging functions.

4.4.2 Allowed Encroachments

Allowed Encroachments are amenities to be chosen by an applicant and are allowed by right. Lot area between the Allowed Encroachments and the street right-of-way line shall be maintained as a landscaped area. Allowed Encroachments are allowed up to the right-of-way line in T-4 Transect Zones and allowed into the pedestrian and landscape portions of the right-of-way in T-5 and T-6 Transect Zones.

4.4.3 Regulating Plan Frontage Types:

4.4.3.1 Commercial Ready Frontages

To further the intent and purpose of this Section, the Regulating Plan shall designate Commercial Ready Frontages along all Avenue, Boulevard, and Street Block Faces with a minimum public right-of-way of 43 feet in all Transect Zones. The City Council may grant a reduction in the required amount of Commercial Ready Frontage required by this section, which may be memorialized in the Development Agreement required by Section 2.4 of this T, Toll Road 360 Form-based Development District.

- Commercial Ready Frontages designation requires that a building provide a shopfront at the sidewalk level along each Frontage and that the space be designed and built to

accommodate commercial uses only, and they shall maintain at least a 16-foot floor-to-floor height on the ground floor.

- Secondary entrances are allowed from a garage, corridor, or rear of building.
- The design and layout of the first story floor shall:
 - provide for commercial, retail or restaurants uses.
 - provide for commercial access and ADA requirements.
 - provide for commercial power and gas load needs.
 - provide for accommodation for future restaurant venting and sewage utilities, such as grease traps and interceptors, that are designed into the building.

4.4.3.2 Urban Flex Frontage

- Where Urban Flex frontage is designated on the Regulating Plan, a building shall provide a shopfront façade at the sidewalk level along the designated frontage. These spaces are intended to be built to accommodate either commercial, residential or live/work uses. These uses may be adjacent to each other and are interchangeable over time without limit. The ground floor plate height shall be set to accommodate a minimum 12-foot floor to floor height within primary rooms facing the street. Finished floor elevation may be flush with the sidewalk to provide ADA accessibility. Secondary entrances are allowed from a garage, corridor, or rear of building. At least one restroom per occupancy will meet ADA commercial requirements. Urban Flex space does not require additional future inspections related to the periodic changes of use and are grandfathered under the specific building code under which they were originally built. Once a building permit is approved it shall be considered complete. Subsequent applications for building permits for a building, or a parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not address items already approved in a previous permit.
- **Restaurant Ready Flex Frontage.** A subset of the Urban Flex frontages for restaurant uses, which, if used, shall be designed on the Regulating Plan. This frontage type is encouraged to be included at key building corners at the locations of the most promising future activity nodes, and active edges of buildings. This frontage type requires accommodation for future restaurant venting and sewage utilities such as grease traps and interceptors, which shall be designed into the building. At these frontages, a min. 3'x3' shaft intended for exhaust/grease duct shall be incorporated into the building superstructure to accommodate vertical ventilation needs of these spaces. These spaces are intended to be built to accommodate either commercial, restaurant, residential or live/work uses. These uses may be adjacent to each other and are interchangeable over time without limit. The ground floor plate height shall be set to accommodate a minimum 12-foot floor to floor height within primary rooms facing the street. Finished floor elevation may be flush with the sidewalk to provide ADA accessibility. Secondary entrances are allowed from a garage, corridor, or rear of building. At least one restroom per occupancy will meet ADA commercial requirements. Future inspections are not required for periodic changes of use unless plumbing is altered. Buildings are grandfathered under the specific building code under which they were originally built. Once a building permit is approved it shall be

considered complete. Subsequent applications for building permits for a building, or parts of a building, with an approved permit shall only be subject to the standards and regulations in effect when the original permit was approved except for standards and regulations necessary to prevent imminent threats of destruction of property or injury to persons. The review process for any subsequent permits may not address items already approved in a previous permit.

4.4.4 Private Frontage Types

The private frontages are divided into the following types:

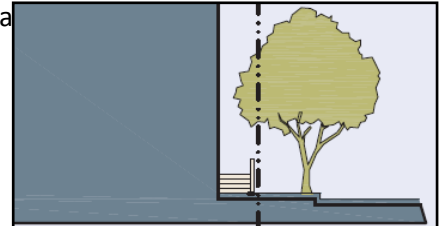
- Yard
- Stoop
- Porch
- Forecourt
- Dooryard
- Shopfront
- Gallery/ Colonnade
- Arcade
- Terrace

4.4.4.1 Yard Frontages

- Permitted by right in the T-4 Transect Zone, and may be approved by Warrant in the T-5 Transect Zones.
- Fences and hedges at frontages shall follow fencing standards in Section 4.6.
- Yards may contain landscaping as permitted by this form-based development district and in Section 155.092.

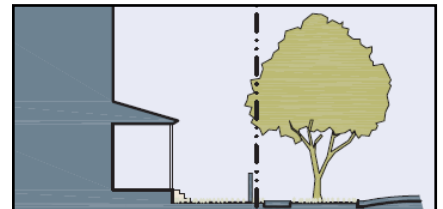
4.4.4.2 Stoop Frontages

- Permitted by right in the T-4, T-5 and the T-6 Transect Zones.
- Stoops may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Stoops may be recessed into the façade.
- Stoop entrances are usually an exterior stair and a landing, but it may be recessed into the volume of the building.



4.4.4.3 Porch Frontages

- Permitted by right in the T-4 Transect Zone.
- Fences and hedges at frontages shall follow fencing standards in Section 4.6.
- Porches may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Primary Porches shall be no less than 7 feet deep. Door landings and insets are not regulated as porches. Secondary porches limited in depth by setbacks may be shallower.
- A porch shall be measured from nearest adjacent face of the building to edge of porch foundation.



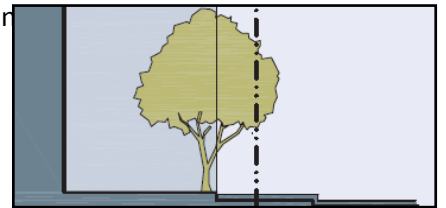
4.4.4.4 Dooryard Frontages

- Permitted by right in the T-4, T-5 and T-6 Transect Zones.
- Dooryard frontages may encroach into a front or side street setback to within 2 feet of the right-of-way.
- Dooryards shall be a minimum depth of 7 feet measured from the face of the building to the front property line.
- Dooryards shall be fenced or walled; and the required fence or wall shall not exceed 36" in height and the design of fences and hedges at frontages shall follow the applicable standards set forth in Section 4.6.
- Dooryards shall have openings or operable gates to the Thoroughfare or Open Space.



4.4.4.5 Forecourt Frontages

- Permitted by right in the T-4, T-5 and the T-6 Transect Zones.
- Forecourts may recess from the frontage line a maximum of 30 feet. Deeper recesses may be allowed by Warrant.
- Forecourts shall be fronted with building frontages.
- Driveways within forecourts shall be limited to 20 feet in width unless required as fire lane.



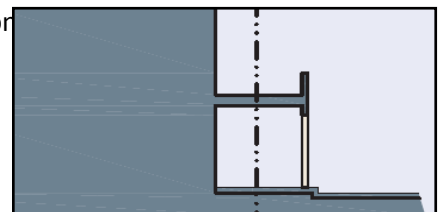
4.4.4.6 Shopfront Frontages

- Permitted by right in the T-4, T-5, and T-6 Transect Zones.
- All shopfronts shall adhere to the shopfront design criteria in Section 8.4.
- Shopfronts may be freestanding or combined with forecourt, gallery, or arcade frontages.
- The principal entrance shall be at sidewalk grade.
- The principal entrance may be recessed up to eight feet in depth from the building façade.
- Shopfronts may be shaded by awnings as provided in below:
 - Awnings are permitted to encroach into the public right-of-way to within 2 feet of the curb.
 - Awnings shall project horizontally from the building façade a minimum of 6 feet.
 - Awnings may be fixed or movable.
 - Awnings shall provide a minimum vertical clearance of 8 feet.



4.4.4.7 Gallery / Colonnade Frontages

- Permitted by right in the T-5 and T-6 Transect Zones and by Warrant in the T-4 Transect Zone.
- Gallery/ Colonnade may encroach into the public right-of-way to within 2 feet of the curb.
- Gallery/ Colonnade shall provide a minimum vertical clearance of 10 feet and project

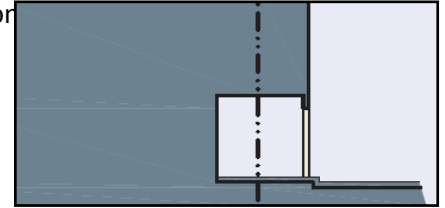


horizontally from the façade a minimum of 10 feet.

- Where Gallery/ Colonnade encroach into the public right-of-way, Street Trees may be replaced with alternative planting by Warrant, and pedestrian streetlights may be replaced with lighting incorporated in the building structure by Warrant.

4.4.4.8 Arcade Frontages

- Permitted by right in the T-5 and T-6 Transect Zone
- Arcades may encroach into the public frontage to within 2 feet of the curb.
- Arcades shall provide a minimum vertical clearance of 10 feet and project horizontally from the façade a minimum of 10 feet.
- Alternatives to public planting and public lighting may be used where arcades encroach into the public right-of-way. Where Arcade frontage encroach into the public right-of-way, Street Trees may be replaced with alternative planting by Warrant, and pedestrian streetlights may be replaced with lighting incorporated in the building structure by Warrant.
- A terrace may be combined with an arcade to provide outdoor space for units above the first floor.



4.4.4.9 Terrace Frontages

- Permitted by right in the T-4, T-5 and T-6 Transect Zone
- Terrace frontages may encroach into a front or side street setback to within 2 feet of the right-of-way.
- A terrace may be used to provide outdoor space for units above the first floor.



4.5 Anti-Monotony Standards

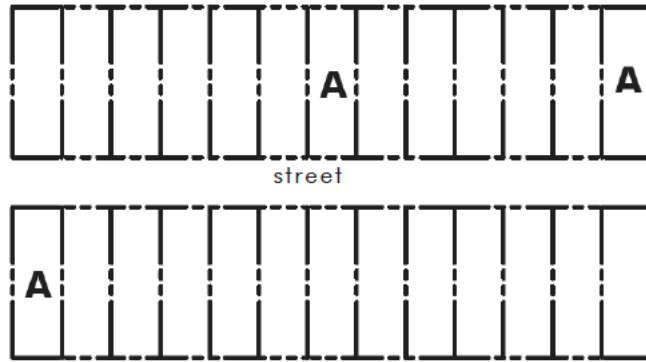
4.5.1 Building Type Variety (T-4 Transect Zone)

A development utilizing the T-4 Transect Zone shall have a minimum residential mix of the following building types as shown in **Diagram A: Building Standards**:

- Minimum of 15% of lots from Category 1.
- Minimum of 15% of lots from Category 2.
- Minimum of 15% of lots from Category 3.

4.5.2 Façade Variety (T-4 Transect Zone)

Buildings within the T-4 Transect Zone will be subject to the following elevation repeat setbacks. Building Plans with the same floorplan and elevation will not be repeated within 5 homes on either side of the building in question nor 5 lots on either side of the lot directly across the frontage street or Open Space, as indicated in the graphic below. Row Houses are not regulated by individual unit façade but by overall building façade. Row House building façades shall not repeat the façade from the buildings on either side or across the street. Row House facades may repeat when used as liner buildings or to create symmetry across an open space, park or parklet.



Note: Houses with the same or similar facade as determined by the Town Architect must be separated by a minimum of five(5) lots unless specifically authorized by the Town Architect.

4.5.3 Anti-Podding (T-4 Transect Zone)

In the T-4 Transect Zone, residential building types will be spread across a neighborhood and not concentrated in large clusters.

4.6 Fencing Standards

4.6.1 General Standards

4.6.1.1 Materials

Allowed materials include fences made of wood, masonry, quality metal in a variety of styles, tubular steel, and quality wrought iron fencing in a modern style without finials. Examples of prohibited materials include chain link, plywood, particleboard, corrugated metal sheets, and other makeshift materials. High quality plastic fencing may be approved by Warrant.

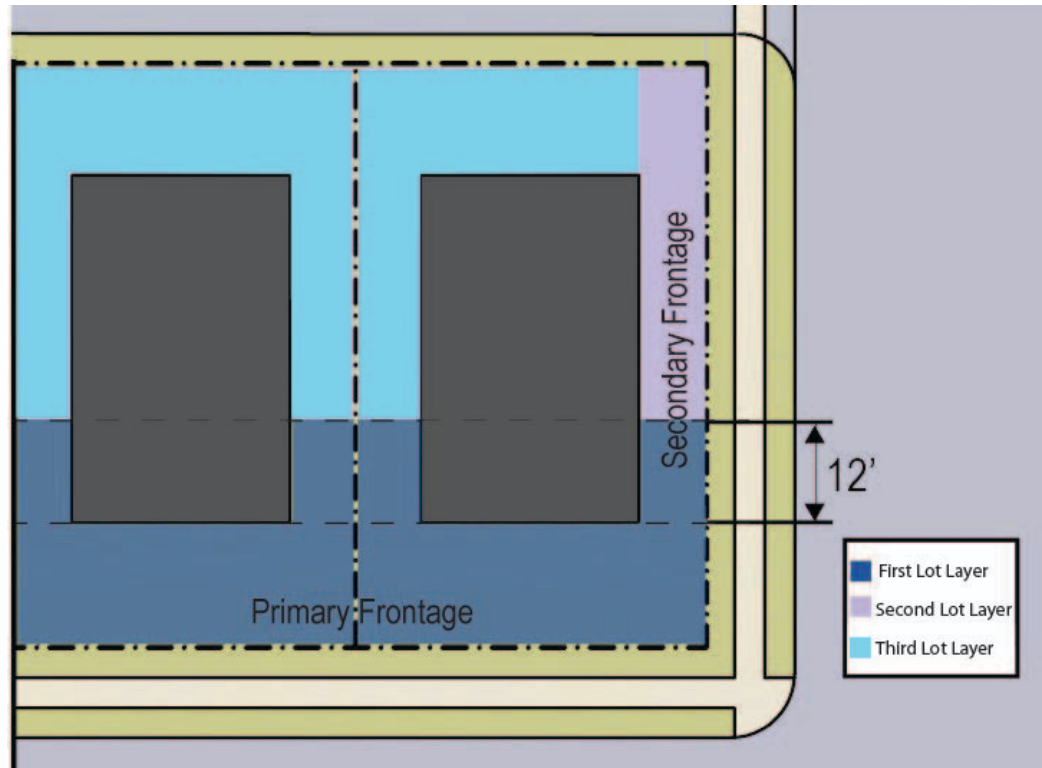
4.6.2 Permitted Fences, Walls, and Hedges

TABLE 1: PERMITTED FENCE, WALL, AND HEDGE STANDARDS

Permitted Fence Area / Purpose	Height*	Minimum Fence Transparency	Acceptable Types/Materials
First Lot Layer: Residential yard facing a front or side street or open space, and within 12 feet behind Build-to-Line between homes.	No more than 40" pickets + 4" for posts. Arbor gateways allowed. Fences shall include planting an adjacent continuous hedge in a minimum 24" wide planting bed alongside street and open space frontages.	25 percent open	Ornamental (metal) Picket (wood) Ranch (wood) Masonry (stone, brick, similar materials) Shrubby hedge Wood frame wire approved by Warrant. These fences shall center on its posts so the posts are seen from both sides.

Second Lot Layer: Residential side yard 12 feet behind Build-to-Line fronting a street or open space. No closer than the adjacent enclosed portion of a building facing a side street.	No more than 6 ft in height as measured from the ground. 1) Shall include a top cap 2) Shall include a planting hedge in a minimum 24" bed alongside one fence panel at the corner of alleys	When backing or siding to a trail, fence shall be 75 percent open excluding columns.	Ornamental (metal) Picket (wood) Ranch (wood) Privacy (wood) with a fence cap Masonry (stone, brick, similar materials coordinated with associated building) Shrubby hedge. Ornamental metal or combination metal and wood shall be used in areas adjacent to common open space to promote views. Wood frame wire approved by Warrant All posts shall be oriented towards the inside of the yard.
Third Lot Layer: Residential side yard 12 feet behind Build-to-Line, fence between lots, rear yard, and alley. (Not fronting a street or open space.)	No more than 6 ft in height as measured from the ground. 1) Shall include a top cap 2) Shall include a planting hedge in a minimum 24" bed alongside one fence panel at the corner of alleys	When facing an alley the first panel along an alley, When backing or siding to a trail, fence shall be 75% open excluding columns. When fence is between homes or along alleys fence shall utilize top cap and may be 0% transparent.	Ornamental (metal) Picket (wood) Ranch (wood) Privacy (wood) with a fence cap Masonry (stone, brick, similar materials coordinated with associated building) Shrubby hedge. Ornamental metal or combination metal and wood shall be used in areas adjacent to common open space to promote views. Wood frame wire approved by Warrant All posts shall be oriented towards the inside of the yard.
Parking area: non-residential and multifamily residential development	No more than 40" pickets + 4" for posts. Fences shall include planting an adjacent continuous hedge in a minimum 24" wide planting bed alongside street, alleys, driveways, and open space frontages.	0%	Ornamental (metal) Picket, lattice (wood) with a fence cap Ranch (wood) Bollard and chain Masonry (stone, brick, decorative CMU, similar materials coordinated with associated building) Shrubby hedge Wood frame wire approved by Warrant
Development perimeter fences and walls	Where provided, shall consist of brick, stacked stone or hedging subject to review and approval by the Director of Planning, provided that no perimeter fence or wall type shall be permitted along any street or Open Space. Wooden Privacy fences shall be permitted when perimeter is adjacent to another privately owned lot, but shall not be allowed adjacent to a lot owned by an Owner's Association.		

*Higher fences are permitted where required to meet pool enclosure requirements.



4.6.3 Required Fences, Walls, and Hedges

TABLE 2: REQUIRED FENCE STANDARDS

Required fence Area / purpose	Height	Minimum Fence transparency	Acceptable types/materials
Loading area wing wall	Up to the building parapet, height determined in site plan review	Shall be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials, subject to review and approval by the Director of Planning).
	Shall include the same, similar, or compatible materials, finishes and detailing as the host structure.		
Utility substation or facility	6 ft. or sufficient to conceal the substation or minimum height required by the utility provider.	Shall be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials, subject to review and approval by the Director of Planning).

ARTICLE 5. PARKING STANDARDS

5.1 General

The parking requirements shall be determined by the use, as provided below. The parking provided shall include the actual parking spaces provided within the lot and the parking spaces that are along the parking lane corresponding to lot frontages. Tandem parking spaces regardless of configuration shall count towards required parking.

5.2 Off-Site Parking

All required parking shall be on the same lot as the use served, except as follows:

- In the T-4, T-5, and T-6 Transect Zones, up to 100 percent of the required parking may be provided off-site by a parking lot or a parking structure within 800 feet of the subject lot.
- In the T-4, T-5 and T-6 Transect Zones, a liner building less than 31 feet deep and no more than 2.5 stories in height shall be exempt from parking requirements.
- Accessory Dwelling Units on corner lots are exempt from additional parking requirements

5.3 Shared Parking Agreements

Required parking may be provided with shared parking agreements among property owners, tenants, or users. A shared parking agreement shall supersede the single-use parking requirement in Section 5.4. Shared parking standards may be calculated using the 3rd edition (or newer) of the ULI / NPA / ICSC Shared Parking Manual.

- Agreements which share parking between uses with non-conflicting parking demands are encouraged to reduce the amount of land area devoted to parking if the applicant can demonstrate that shared parking is feasible.
- Where different uses create staggered parking demand periods, shared parking calculations among adjacent parcels and uses is permitted to justify reducing the amount of overall cumulative required parking.

5.4 Parking Requirements

For purposes of the T, Toll Road 360 Form-Based Development District, minimum parking spaces shall generally not be required, as described in Table 3: PARKING.

TABLE 3: PARKING

Use	Minimum Parking Requirement
Residential Uses	None except that multiple-family dwellings of 50 or more units that provide off-street parking for residents shall also provide designated visitor parking at a ratio of not less than one visitor space per 50 dwelling units
Lodging, Office, Civic Uses	None
Industrial, Education, and Retail	None
All Other Functions	Parking requirements for other uses not listed in this Section shall be in accordance with the provisions for parking requirements in Section 155.091, Off-street parking and loading standards. Where the provisions in Section 155.091 are silent, the parking requirement shall be determined by Warrant.

5.5 Parking Access

5.5.1 All required parking, except for on-street parking shall be accessed by alleys or private drives.

- 5.5.2** All vehicular entrances to parking lots and parking structures shall be no wider than 24 feet at the Primary Frontage line or the required fire lane width, unless otherwise approved by Warrant. The entry may be wider to accommodate pedestrian access.

5.6 Parking and Garage Criteria

5.6.1 Garages Specific to the All Transect Zones:

5.6.1.1 Single Family Detached and Row Houses

All garages shall be accessed from an alley or private drive located to the rear or side of the lot.

5.6.1.2 Carports

All Carports shall be located in the rear 1/3 of the lot provided they are accessed from the alley or a private drive and shall be architecturally consistent in materials and design to the primary building.

5.6.2 Specific to the T-5 and T-6 Transect Zones:

- All parking lots, parking structures, and surface parking that are not on-street shall be located a minimum of 30 feet behind the property line, or completely screened from view from the public realm of streets/open space, providing there are active interior uses between the parking and the lot frontage.
- Parking lots shall have one tree a minimum of 2.5 caliper inches planted at the head of every fifth parking space. A single tree may serve each side where head-to-head parking rows are provided. The goal of this requirement to mitigate urban heat island effects by shading cars and parking stalls and enhance driver comfort. Portions of the lot that are covered are not required to have tree coverage.
- The top floor of a parking garage is not required to have trees.
- Except where otherwise permitted, parking structures and surface lots shall be screened by buildings along public frontages.
- Parking structures may not exceed the height of the surrounding buildings.
- Openings for driveways to parking shall have primary building frontages on either side of the opening, and/or above the opening. The opening must not exceed 75 feet in width. Any parking structure visible through the opening shall have a façade that is compatible with the adjacent building elevations. If the garage entrance is setback from the primary building façade, the space between the right-of-way and the face of the garage must be configured as an inset courtyard. A single driveway serving a parking structure is allowed on either side of the inset courtyard. If garage inset courtyards are planned on facing blocks they should be aligned and planned as a single space connected by a speed table across the common road.
- Parking lots and garages may be accessed by a minimum 8-foot wide path.

5.7 Bicycle Parking

Bicycle parking shall be provided in T-5 and T-6 Transect Zones pursuant to the following minimum requirements:

TABLE 4: BICYCLE PARKING

Use	Spaces
Office	2 spaces per 10k sf

Residential	2 spaces per 20 units
Retail	1 space per 5,000 sf
Restaurant	1 space per 1,000 sf

5.7.1 Location Criteria

Long Term bicycle parking shall be located in an area accessible from the building it serves and may not be located visible to a public frontage.

Short Term bicycle parking:

- shall be located within a right-of-way, setback, or parkway zone, provided the rack and secured bicycle provide a minimum 6-foot unimpeded clear zone and does not encroach into drivelines;
- may be combined to serve multiple buildings or uses if these spaces are located no further than 300 feet from the building entrance it serves; and
- may be grouped together with no more than 10 short term parking spaces at the same location.

5.8 Commercial Loading and Delivery Areas.

Commercial loading and deliveries shall be allowed as follows:

- Commercial loading areas and deliveries shall be accessed from alleys where available.
- Commercial loading areas and deliveries can be provided in screened loading areas within the footprints of proposed buildings. Doors shall be provided for these loading areas.
- Where alleys are not available, then on-street loading and deliveries are permitted under the following conditions:
 - Loading areas shall be indicated on the Regulating Plan – a network of shared loading areas may be proposed on the Regulating Plan;
 - On-street commercial loading and delivery are permitted only within designated loading zones; and
 - On-street commercial loading and delivery duration may not exceed 30 minutes.

ARTICLE 6. LANDSCAPE STANDARDS

6.1 Landscape Standards

All landscaping shall comply with the provisions set forth herein for this T, Toll Road 360 Form-Based Development District. Where the provisions of this form-based development district are silent on landscaping matters, then the provisions for landscaping for the S, South Mansfield Form-based Development District, found in Section 155.092, Landscaping and screening standards, of the Mansfield City Code shall apply.

6.2 Tree Preservation and Removal

Tree preservation and removal shall follow the standards in Chapter 99, Natural Resources Management, of the Code of Mansfield, Texas. Street Trees shall count towards any tree replacement requirement, subject to approval by the Director of Planning. Existing trees may be replaced, subject to review and approval by the Director of Planning.

6.2.1 Nuisance Trees

Nuisance trees included on the Prohibited Plant List in Section 155.092, Landscaping and Screening Standards, of the Code of Mansfield, Texas may only be removed after tree removal plan has been submitted for review and approval, and a tree removal permit has been issued by the City.

6.2.2 Diseased, Dangerous and Dead Trees

Diseased, dangerous, and dead trees of all species may only be removed after a tree removal plan has been submitted for review and approval, and a tree removal permit has been issued by the City in accordance with all applicable codes, ordinances, and regulations.

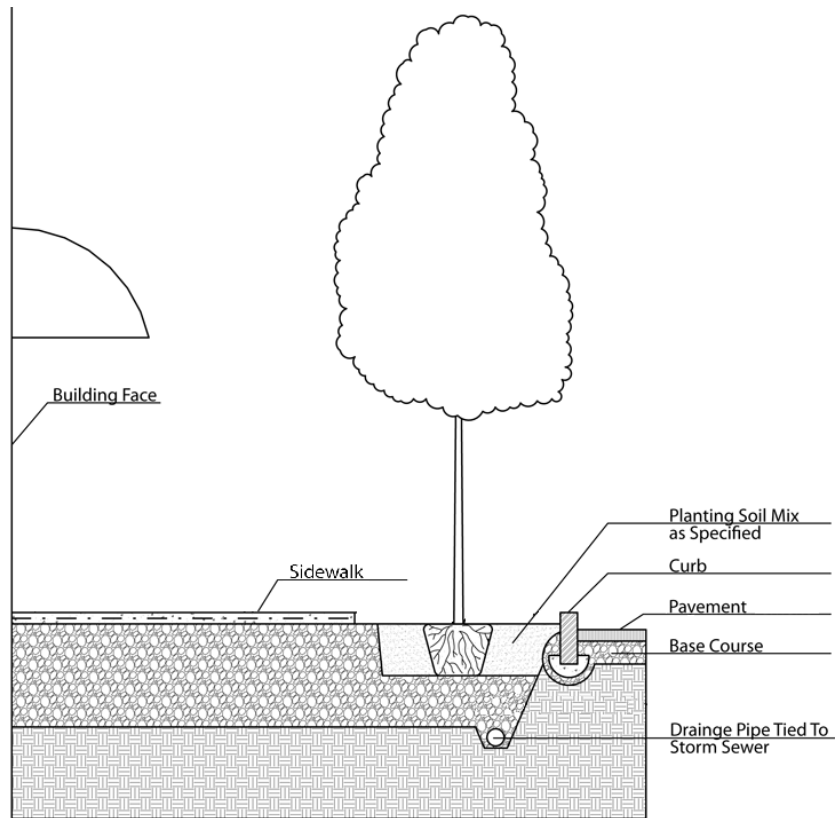
6.3 Street Trees

6.3.1. Street Trees

Street Trees shall be selected from the species list provided in Section 6.3.5 or Section 155.092, Landscaping and Screening Standards, of the Mansfield City Code, and Street Trees shall be planted on center, approximately every 30 feet. Flexibility on planting is permitted to accommodate public and private infrastructure. Street Trees shall be planted prior to the issuance of a certificate of occupancy for any structure on a lot.

6.3.2. Installation Criteria

Street Trees from the Approved Street Tree List in Section 6.3.5 or Section 155.092, Landscaping and Screening Standards, of the Mansfield City Code do not require root barriers or structure soil. Trees planted in tree wells shall generally be installed per the standards shown below. Street Trees in raised planter boxes are also an acceptable planting method for Street Trees in the T-5 and T-6 Transect Zones only.



Planting Detail for Tree Wells

1.3.4. Installation Timing

Street trees shall be planted concurrent with development of an adjacent lot by the developer/ builder of the applicable lot.

1.3.5. Maintenance

The obligation to plant, maintain and replace diseased or dead Street Trees within public right-of-way is the obligation of the adjacent property owner unless the responsibility is assumed by an Owners Association. Replacement trees shall be installed within 30 days of notice from the City. At the discretion of the Director of Planning, the time of year may be a mitigating factor for the allowed time to plant replacement trees.

Street trees must be trimmed to a minimum of 7-feet clearance over sidewalks and parking lanes, a minimum of 10-feet clearance over driveways and parking lots, and a minimum of 14-feet clearance over paseos, fire lanes and travel lanes on streets. The age of tree will be taken into account so early trimming will not result in misshapen trees at maturity.

6.3.5 Approved Street Trees

Caddo Maple *Acer barbatum* "Caddo"
Texas Persimmon *Diospyros virginiana*
Texas Ash *Fraxinus texensis*
Sweetgum *Liquidambar styraciflua*
Chinese Pistachio *Pistacia chinensis*
Texas Pistache *Pistacia texana*

Burr Oak *Quercus macrocarpa*
Chinquapin Oak *Quercus muhlenbergii*
Shumard Oak *Quercus shumardi*
Texas Red Oak *Quercus shumardi* “Texana”
Live Oak *Quercus virginiana*
Pond Cypress *Taxodium ascendens*
Bald Cypress *Taxodium distichum*
Winged Elm *Ulmus alata*
Cedar Elm *Ulmus crassifolia*
Lacebark Elm *Ulmus parvifolia*

ARTICLE 7. SIGNAGE STANDARDS

7.1 General Standards

- Signage may only be externally lit with full-spectrum source, unless otherwise indicated herein or approved by Warrant.
- Direct lighting, back lighting, and halo lighting is permitted.
- One address number will be attached to the building in proximity to the principal entrance, and one address number shall be installed over the garage or the rear entrance of a building.
- Restaurant and retail areas may have a neon (or LED neon facsimile) or special designed exterior sign if approved by Warrant. In considering the Warrant, such items as its artistic value to the district will be considered.
- Signs that exceed the allowed sign area maximum may be approved by Warrant. In considering the Warrant, such items as architectural and artistic value to the district will be considered.
- All signs shall comply with the provisions of Section 155.090, Sign Standards, of the Mansfield City Code for design, construction, and maintenance, except as provided below.

7.2 Prohibited Signs

The following signs will not be permitted:

- Off-Premise signs (unless approved by Warrant for a facility or event of community or regional-wide importance);
- Internally lit sign boxes;
- Injection-molded and back-lit signage of any type;
- Flashing, animated or running light signs;
- Pole signs;
- Portable signs, except Sandwich/A-frame or similar signs in retail areas;
- Digital signs that change images more frequently than once every 30 seconds;
- Balloon and Inflatable Signs;
- Sail or Feather Signs;
- Spray painted and handwritten signs, except window signs applied in a professional manner to the inside of the window using paints; and
- Billboards.

7.3 Sign Types

7.3.1 Roof Signs



Roof signs are allowed by right for Multifamily and Mixed-Use buildings in T-5 and T-6 Transect Zones on buildings within 660' of SH 360 or as approved by Warrant.

7.3.2 Wall Signs

- One Wall Sign will be permitted per occupancy, per street frontage. A single occupancy building may be allowed additional signage by Warrant.
- The maximum size of a Wall Sign will be 30 square feet if located 20 feet or higher above grade and 15 square feet if less than 20 feet above grade.
- There will be a minimum 10-foot distance between Wall Signs (excluding Building Identification Sign or Directory Sign).
- In addition, one Wall Sign, not exceeding 6 square feet in area, will be permitted on any side or rear entrance that is open to the public. Such wall signs may only be lighted during the operating hours of business.

7.3.3 Hanging / Projecting Signs

- Hanging Signs will be a maximum of one per occupancy, per building face.
- Hanging Signs will be a maximum area of 12 square feet per side, per Building Face; and will not exceed 5 feet in width.
- Hanging Signs may be suspended from Awnings, galleries, and arcade ceilings.
- Hanging Signs will be a minimum of 8 feet in distance from the ground to the lower edge of the sign.
- Hanging Signs will have a minimum 15-foot distance between signs.



7.3.4 Vertical Blade Signs

- Vertical Blade Signs will be a maximum of one per Building Face.
- Vertical Blade Signs will be a maximum area of 60 square feet per side, per Building Face and will not exceed 5 feet in width.
- Vertical Blade Signs will be a minimum of 10 feet in distance from the ground to the lower edge of the sign.
- Vertical Blade Signs will have a maximum height so as not to extend above the adjacent wall.
- Blade Signs must be located at the corner of a building adjacent to an intersection unless a Warrant is granted for an appropriate alternative location.





7.3.5 Home Occupation Signs

- Home Occupation Signs of any type are allowed in T-4, T-5, and T-6 Transect Zones.
- Home Occupation Signs will be a maximum of one per residence.
- Home Occupation Signs will be a maximum area of 3 square feet per Building Face and will not exceed 3 feet in width.

- Home Occupation Signs will be mounted on a Building Face, porch, or on a front fence adjacent to or near an entry.

7.3.6 Window Signs

- Window Signs of any type are prohibited in the T-4 Transect Zone but are allowed the T-5 and T-6 Transect Zones.
- Window Signs will not exceed 15 percent of the window area (50 percent for retail and restaurant use).



7.3.7 Building Identification Signs

7.3.7.1 360 Frontage

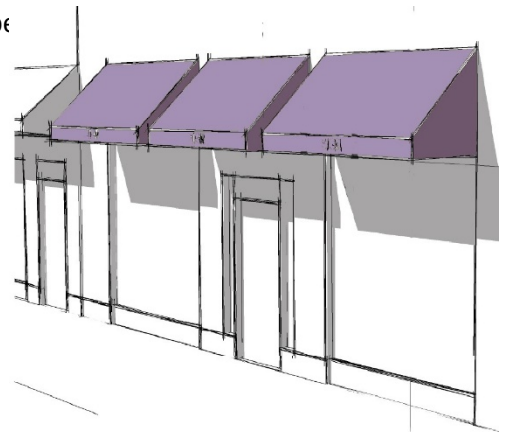
- Building Identification Signs will be a maximum of one per Building Face.
- Building Identification Signs will be a minimum of 20 feet above sidewalk level.
- Building Identification Signs will be a maximum size of 100 square feet.
- Building Identification Signs will be a maximum height of 48 inches for letters or logos.
- Applied letters will be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters will not be permitted.

7.3.7.2 All Other Frontages

- Building Identification Signs will be a maximum of one per Building Face.
- Building Identification Signs will be a minimum of 12 feet above sidewalk level.
- Building Identification Signs will be a maximum size of 25 square feet.
- Building Identification Signs will be a maximum height of 24 inches for letters or logos.
- Applied letters will be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters will not be permitted.

7.3.8 Awning Signs

- Awning Signs will be limited to one per occupancy, per building.
- Awning Signs are permitted for ground floor uses only.
- Awning Signs will be a minimum of 8 feet above sidewalk level for pedestrian clearance.
- Awning Signs will not exceed 10 square feet in sign area and will only be located on the face or surface of the awning.
- If acting as the main business sign, Awning Signs will not be in addition to a wall-mounted sign. If an Awning Sign is acting as an auxiliary business sign, it will be located on the valance only, and the height of the lettering will not exceed 8 inches.



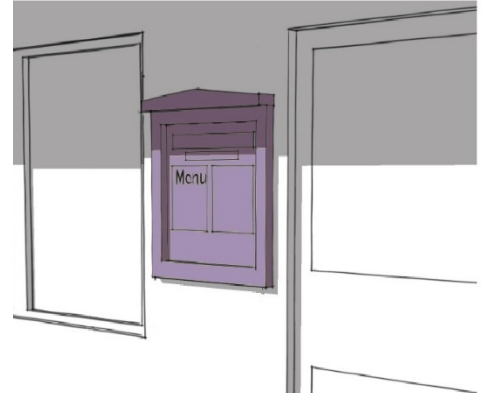
7.3.9 Restaurants and Café Signs

In addition to other signage, restaurants and cafes will be permitted the following and will be limited to one of each type of sign per business:

7.3.9.1 Menu Sign

A wall-mounted display featuring the actual menu as used at the dining table, to be contained within a willow wood or metal case and clearly visible through a glass front.

- The display case will be attached to the building wall, next to the main entrance, at a height of approximately 5 feet.
- The Menu Sign will not exceed a total area of 4 square feet and may be lighted.



7.3.9.2 A-Frame / Sandwich Sign

A Sandwich/A-frame sidewalk sign displaying the name of the restaurant, offerings, and hours of operation. A blanket License Agreement from the City to the Owners Association for A-Frame / Sandwich Signs shall be granted for signs that meet the criteria below.

- A-frame signs will not exceed 4 feet in height.
- A-frame signs will not exceed 8 square feet in area per Face.
- A-frame signs may be placed in the amenity zone created by street trees and pedestrian lighting.
- A sign permit will be obtained from the City of Mansfield for use of right-of-way and will not extend closer than one foot from face of curb. A minimum sidewalk width of 6 feet will remain free from intrusion.
- A-frame signs will be limited to one per occupancy.
- A-frame signs will have a temporary duration; they will be permitted during business hours only.



7.3.10 Building Directory Signs

- Building Directory Signs will be limited to one per entrance.
- Building Directory Signs will be located next to the entrance.
- Building Directory Signs will project out from the wall to which it is attached, a maximum of 6 inches.
- Building Directory Signs will not extend above the parapet, eave or building façade.
- Building Directory Signs will not exceed a size of eight square feet.



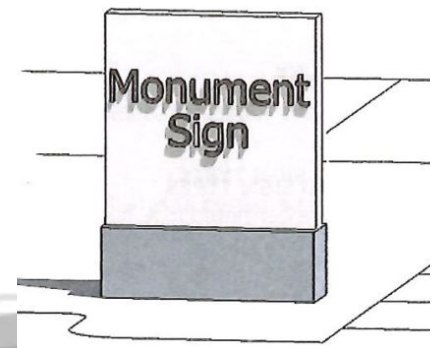
7.3.11 Marquee Signs

- A Marquee Sign is a permanent, roofed structure attached to and supported by the building and may project out over public property and contain signage along its edge. It will only be permitted for movie houses and performance venues.
- Marquee Signs will maintain a vertical clearance over a sidewalk of at least 10 feet.
- Marquee Signs will be no closer than 2 feet from the back of curb of any street.
- The message area may extend the full length of the Marquee Sign.
- The message area will not exceed 8 feet in height.

- The message area will not exceed 200 square feet in area.
- Only 1 Marquee Sign will be permitted per building face.

7.3.12 Monument Signs

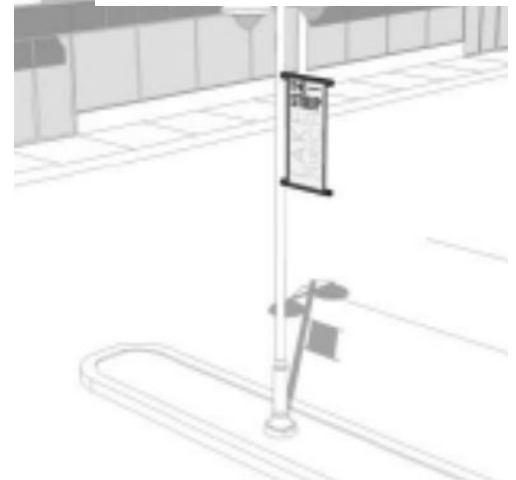
- Monument signs are only permitted along Highway frontages.
- Monument signs will be a maximum of 15 feet in height.
- Monument signs will be a maximum of 75 sq. ft. per sign face.
- Monument signs are permitted to be multi-tenant signs.



7.3.13 Light Pole Banners

A Blanket License Agreement from the City to the Owners Association for Light Pole Banners may be granted provided the banners meet the criteria below.

- Light pole banners will be a maximum of 10 sq. ft. per sign face.
- Light pole banners will be limited to one or two per light pole
- Light pole banners will be limited to publicize special districts, community wide events, holiday celebrations, public art, and other city sponsored events.



7.3.14 Banner Signs

May be approved by Warrant for a temporary period not to exceed 14 days.

7.3.15 Wayfinding Signs

Wayfinding signs will be uniform in material and color to create a sense of place in a neighborhood. Wayfinding signs are permitted in the right-of-way.



7.3.16 Murals

- Murals are not considered signs.
- Painted murals shall not include any copy for contemporary brands or service providers.
- Painted murals may include copy related to the district, lifestyle, or historic brands.
- Painted murals shall be stylistically compatible with the style of the building it is affixed.
- Murals may be approved by the Owners Association. If outside the purview of the Owners Association, Murals may be approved by Warrant.

7.3.17 Curated Signs/Art

Approved by right when approved by the Owners Association. If outside the purview of the Owners Association, may be approved by Warrant so long as it is consistent with adopted cultural plans.

7.3.18 Sales, Leasing and Construction Related Signs

Offsite sales, leasing and construction related signs are permitted by right during a construction period. All other sales, leasing and construction related signs must be approved as a Warrant.

7.3.19 Temporary Signs

Temporary signs are allowed by right during the construction period. In all other cases they shall comply with all the applicable regulations and restrictions found in Section 155.090 of the Mansfield City Code.

7.3.20 District or Neighborhood Signs

These signs will be uniform in material and color to create a sense of place in the district and shall be subject to review and approval by the City Manager.

ARTICLE 8. BUILDING MATERIALS AND CONFIGURATION.

8.1 General

The minimum standards for the architectural design of all buildings pursuant to the provisions under this T, Toll Road 360 Form-Based Development District shall be as provided below. These minimum standards for architecture may be supplemented by an Architectural Pattern Book, provided that the provisions contained in the Architectural Pattern Book shall not conflict with any of the provisions for architecture as set forth herein.

8.2 Building Walls

8.2.1 Materials

- Exterior finish material for building walls may be cementitious fiber board in the T-4 Transect Zones. Cementitious fiber board and wood may only be used as an accent material (i.e., shall not exceed 20 percent of the total building wall area, with each building façade being calculated independently) in the T-5 and the T-6 Transect Zones. Corrugated metal may only be used in the T-5 and the T-6 Transect Zones by Warrant. Brick, cast stone, stone and stucco may be used in all Transect Zones. Exterior insulation and finish systems (E.I.F.S.) and vinyl are prohibited along all building walls.
- Columns (structural and non-structural) along frontage lines shall be “The Five Orders of Columns (e.g., Composite, Corinthian, Doric, Ionic, and Tuscan)” and made of concrete, stone or synthetic materials that have the appearance of concrete or stone.
- Foundations and piers shall be made of brick, concrete, or stone. Other materials may be permitted by Warrant.
- Exposed facias of foundations and piers shall be made of brick, concrete, or stone.
- Structural posts along Primary frontages shall be made of metal or wood, simulated wood, or composite wood, or shall be covered in facias of these materials. Bases for structural posts along frontage lines shall be brick, cast stone, or stone, or shall be covered in facias of these materials, and shall match the adjacent exterior wall.
- Outbuildings along Primary and Secondary Frontages shall be constructed of materials to match the principal building.

8.2.2 Configuration along Primary Frontages

- Where multiple primary exterior materials are used on a single building façade identity, they should be combined horizontally, with the heavier material below the lighter (e.g., stone below brick; brick below stucco; and stucco below cementitious fiber board and wood).
- All brick shall be appropriately detailed and laid to resemble load-bearing construction. All brick shall course exactly to the top, bottom and sides of all wall openings.
- All stone, excluding cast stone, where used, shall be natural rock of the region, shall be laid dry stack or mortared and shall appear to be weight bearing and not applied.
- All stucco shall be 3-coat or equal cement (or masonry) and shall be integral color or painted, and with smooth or sand-finish.
- All exposed exterior wood shall be painted or stained.
- All the exterior walls of a single building (including outbuildings) shall maintain a uniform level of quality in materials and detailing .
- All structural posts along frontages shall be no less than six inches by six inches nominal dimension. Assemblies of posts using several smaller dimensioned posts is allowed by Warrant, as long as they cumulatively exceed six inches of nominal dimension. ■

8.3 Roofs

8.3.1 Materials

- Sloped roofs shall be clad in asphalt shingles, slate, non-injection molded faux slate, terra cotta tile, concrete tile with the appearance of terra cotta tile, and wood shingle. Sloped roof cladding may include metal, provided that it complements an architectural style, is a minimum of .40 inches in thickness to prevent oil-canning, and that it minimizes glare.
- Flat roofs shall be clad in commercial roofing or similar.
- Flat roofs shall be permitted in all Transect Zones.
- Green (vegetated) roofs shall be permitted in the T-5 and the T-6 Transect Zones.

8.3.2 Configuration.

- Where used on a building, sloped roofs along frontages shall have pitched roofs with slopes no less than 6:12. Porches, stoops, and dormers may have shed roofs with pitch no less than 3:12.
- Where used on a building, flat roofs shall be surrounded by a horizontal parapet wall no less than 42 inches high on all sides where the roof deck meets the parapet wall. All flat roofs on residential buildings shall be designed to be activated for private use.

8.4 Openings

8.4.1 Materials

- All windows shall be made of painted aluminum, vinyl, resin, fiberglass, or wood.
- All shutters shall be made of wood, composite wood, or fypon. Other materials may be approved by Warrant.
- Garage doors shall be made of metal or composite wood or wood. Garage door materials may include glass, provided that it complements an architectural style.
- Residential buildings shall have a limit for building façade openings. A minimum of 15 percent and a maximum of 40 percent of an individual building façade may be used for openings (except where ground floor shopfronts are required or provided). For this provision, glazed bays should be considered as a subordinate part of an overall façade identity and not

considered separately. More than 40% of the wall can be provided as openings or a glazed feature if approved by Warrant.

8.4.2 Configuration

- All doors and windows shall be appropriately spaced along a building façade to create a harmonious composition, whether evenly spaced, symmetrical, syncopated, or evocative of a specific style or historic precedent.
- All door and window header heights shall be consistent along a building façade with allowances for changes of grade and expression of a historical architectural style.
- All windows along a building façade identity set along a frontage line shall be rectangular in shape and vertically proportioned, with the exception of transom windows. Windows that are square, ovular, or circular in shape may only be utilized if specific to an architectural style and precedent.
- All windows along a building façade shall be recessed at least three inches in depth in exterior finish material of brick, stone, or stucco; and flush-mounted windows are not permitted.
- Except as otherwise provided, shutters shall be operable and useable. If non-operable, the shutters shall be of proportions which are approximate to an operable shutter for the window. Shutters shall be in louvered panel, solid panel, or board-and-batten style of construction.

8.5 Attachments

8.5.1 Materials

- All balcony floors shall be concrete slab, metal, or wood. A vinyl membrane may be used if not visible from the ground. Exposed facias of balcony floors shall be painted concrete, metal, painted wood, or painted products (such as cementitious fiber board) approximating these materials. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above.
- All porch floors shall be of brick, concrete slab, pavers, or stone. A vinyl membrane may be used if not visible from the ground. Exposed facias of porch floors shall be painted concrete, metal, painted wood, or painted products (such as cementitious fiber board) approximating these materials. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above.
- All stoops, including the landing and the exterior stairs, shall be vertically clad entirely in brick, stone, parge coat, synthetic stone or thin brick, or part of a larger building bay or oriel paneled assembly incorporated into the building design, as appropriate to the architectural style as determined by Warrant.

8.5.2 Configuration

- Balconies that cantilever shall be supported by brackets made of concrete beams or profiled sills, or wood beams, or other architectural support of appropriate to the architectural style and scale.
- Bay windows shall extend to the ground or be supported by concrete or wood brackets of appropriate scale. Synthetic materials and wood may be permitted provided they have the appearance of the materials noted above. An Oriel is allowed above the first floor.

8.6 Screening

- 8.6.1** Building mechanical equipment such as electric meters, gas meters, water meters, and transformers and refuse storage shall be visually screened and not located along Primary and Secondary Frontages as permitted by the franchise utility providers.
- 8.6.2** Rooftop mechanical equipment located on low-slope (i.e., flat) roofs shall be fully screened along Primary and Secondary Frontages by parapet walls or opaque screening enclosures both of which shall be at least 12 inches greater in height than the equipment.
- 8.6.3** Outdoor refuse and outdoor recycling collection receptacles shall not be located along frontages. All collection receptacles shall be visually screened on all sides by a solid wall a minimum of six feet in height, and that is constructed of a material matching the adjacent building façade. All access doors into the collection receptacle shall be made of opaque metal matching the height of the solid walls. Lids shall be required on collection receptacles that are not in a roofed enclosure.

8.7 Shopfronts

8.7.1 Materials

All shopfronts shall be constructed of glass, glass block, brick, stone, stucco, concrete, cast stone, synthetic stone, cementitious fiberboard, wood, or custom metal work..

Bulkheads

Shopfronts may have a recessed bulkhead between 18 and 36 inches in height and be constructed of an opaque material compatible with the adjacent building façade.

8.7.2 Openings: Commercial Ready Shopfronts

All Commercial Ready shopfronts shall have openings for display windows and may have transom windows as follows:

- **Display Windows**

Display windows shall cover a minimum of 70 percent of the Commercial Ready Shopfront Frontage wall area between 2 and 10 feet above the adjacent sidewalk.

- **Transom Windows**

Transom windows shall be between 2 and 4 feet in height and may be installed above the display windows. The glazed area over 10 feet shall count toward the minimum required area.

8.7.3 Openings: Urban Flex Shopfronts

All Urban Flex Shopfronts shall have openings for display windows and may have transom windows as follows:

- **Display Windows**

Display windows shall be placed above the bulkhead and cover a minimum of 50 percent of the total building wall area between 2 and 8 feet above the adjacent sidewalk. Urban Flex Shopfront frontages are permitted to be constructed at residential window heights and proportions by Warrant.

- **Transom Windows**

Transom windows shall be between 2 and 4 feet in height and may be installed above the display windows. The glazed area over 8 feet shall count toward the minimum required area.

8.7.4 External Sign Bands

The architectural design of all Commercial Ready Shopfronts shall include a portion of the façade above the windows/storefront of first floor where signs can be placed. This can take the form of a band or identified locations on the spandrels/wall of the building. This is not required in the event of use of transom windows.

8.8 Building Articulation and Architectural Variety

8.8.1 Along Frontage Lines, buildings shall express horizontal articulation and / or vertical articulation with height variations, balconies, bay windows, or through the use of other building projections that are a minimum of 4 feet deep, excluding Private Frontages.

8.8.2 In order to encourage variety in architecture, building facades shall not be repeated along a block face or directly across from a thoroughfare.

8.9 Maximum Building Façade Length and Openings

8.9.1 The maximum length of a façade for a single building or tenant space shall not exceed 300 feet.

8.10 Expression Lines in Mixed-use Buildings.

8.10.1 In mixed-use buildings, ground floor retail functions shall be distinguished from upper floors with an identifiable break or distinguishing expression line. This may include cornice lines, projections or recesses; changes in fenestration; signage bands; transom windows, or changes in exterior finish material.

ARTICLE 9. BUILDING USE

9.1 General

- Building use shall be in accordance with Table 4: Use Table.
- There shall be no minimum nor maximum density restriction.
- The applicable regulations and restrictions as found in Section 155.099, Special Conditions, shall apply.

9.2 Additional Rules and Regulations

9.2.1 Bed and Breakfast:

- Food service shall be provided.
- The maximum length of stay shall not exceed 14 days.

9.2.2 Live-Work Unit:

- The building area for commercial activity shall be restricted to the first story and internal loft areas.
- The front 30' of depth of the ground floor shall not include a bedroom, kitchen or dining area intended for residential use.
- The maximum number of employees, including the business operator, is three. More than three employees may be permitted by Warrant.
- If there are less than three employees, no off-street parking is required.

- If there are more than three employees, the parking requirements for the commercial function shall be determined by Warrant.

9.2.3 Outdoor Private Civic Amenities:

- Food trucks, temporary and seasonal buildings, beer gardens, outdoor cafes, walk-up outdoor movie theaters, game, and sports venues are encouraged.
 - These uses are highly recommended to enhance the civic quality of life and emotional place attachments of a neighborhood.
 - They may be within right-of-way or on either public or private Open Space or land held for future development.
 - They may be a place holder on a future development site.
 - If within a ROW or Public Open Space pursuant a duly approved license.
 - Electric Meters and outlets to support these activities and uses can be located on discrete edges of open spaces provided with landscaping or other screening.
- These uses are intended to attract pedestrian traffic and may use existing on-street parking. There will be no additional parking required.
- No additional permanent restrooms are required. Restrooms may be shared between amenities and nearby buildings.
- These amenities may only be allowed by Warrant. A Warrant awarded to an Owners Association may be awarded without a time limit. A Warrant awarded to any other party shall be limited in duration in proportion to the investment being made.

9.2.4 Retail Building (Under 3,000 Square Feet) in T-4 Transect Zones Only:

- The building area available for retail use is limited to buildings at corner locations.
- The hours of operation for an establishment shall be limited from 7:00 a.m. to 10:00 p.m.
- A food service establishment shall be further limited to seating no more than 30 patrons.
- Retail and Restaurant buildings associated with an Owners' Association amenity space are exempt from these additional rules and regulations.

9.3 Specific Use Permits

- 9.3.1** Functions that require a specific use permit are subject to approval in accordance with Section 155.080 of the Mansfield City Code.

9.4 Prohibited Uses

- 9.4.1** The following specific uses are not allowed in any Transect Zone:

- Adult entertainment or adult-themed business;
- Automotive sales, automotive repair, or automotive service facility;
- Body piercing parlor or tattoo parlor;
- Car wash;
- Check cashing;
- Drive-through facility;
- Gas station;
- Pawn shop;
- Retail sales of tobacco products as a primary use;
- Wholesale business;

- Warehouse Distribution;
- Industrial Fabrication;
- Outdoor storage; and
- Mini-Warehouse.

9.5 Nonconformities

9.5.1 Where buildings exist on adjacent lots, the Director may allow a proposed building to match the setbacks and heights of adjacent buildings rather than the provisions of this Section by Warrant.

TABLE 4: USE TABLE.

THIS TABLE DELEGATES SPECIFIC FUNCTIONS AND USES WITHIN THE TRANSECT ZONES.

	T-4	T-5	T-6
RESIDENTIAL:			
ACCESSORY UNIT	■	■	
BUNGALOW COURT	■		
HOME OCCUPATION	■	■	■
MIXED-USE BUILDING	□	■	■
MULTI-FAMILY RESIDENTIAL BUILDING		■	■
SENIOR HOUSING		■	■
ROW HOUSE	■	■	
SINGLE-FAMILY RESIDENTIAL (DETACHED)	■		
LODGING:			
BED AND BREAKFAST (UP TO 5 ROOMS)	■	□	□
HOTEL (NO ROOM LIMIT)		■	■

OFFICE:			
CO-WORKING SPACE	■	■	■
LIVE-WORK UNIT	■	■	■
OFFICE BUILDING		■	■
RETAIL:			
ARTISAN RETAIL	■	■	■
BEER GARDEN OR POP-UP RESTAURANT	*	■	■
COMMERCIAL KITCHEN	*	■	■
DISPLAY GALLERY	■	■	■
ENTERTAINMENT VENUE	*	■	■
FOOD TRUCK PARK	■	■	■
KIOSK	□ *	■	■
OPEN-MARKET BUILDING	■ *	■	■
PERSONAL SERVICE	■	■	■
RESTAURANT	□ *	■	■
RETAIL BUILDING (UNDER 3,000 SQUARE FEET)	■	■	■
RETAIL BUILDING (OVER 3,000 SQUARE FEET)	*	■	■
TAVERN, BREWPUB, OR DISTILLERY*	□ *	■	■

OTHER: INDUSTRIAL:			
SMALL SCALE CRAFT MANUFACTURING		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TEMPORARY BATCH PLANT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER: CIVIC:			
CONFERENCE CENTER OR EXHIBITION CENTER		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FOUNTAIN OR PUBLIC ART	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MUSEUM		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OUTDOOR AUDITORIUM / THEATER / MOVIE THEATER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
RELIGIOUS ASSEMBLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOA AMENITY CENTER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER: EDUCATION:			
CHILDCARE CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ELEMENTARY SCHOOL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIGH SCHOOL		<input type="checkbox"/>	<input type="checkbox"/>
INTERMEDIARY SCHOOL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER: AGRICULTURE:			
COMMUNITY GARDEN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FARMER'S MARKET	<input type="checkbox"/> *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

GARDEN (PRIVATE FRONTAGE)	■	■	■
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- FUNCTION PERMITTED BY-RIGHT
- FUNCTION PERMITTED BY APPROVAL OF A SPECIFIC USE PERMIT
- FUNCTION NOT PERMITTED

* Allowed by-right only when associated with or operated by an Owners' Association.

ARTICLE 10. DEFINITIONS.

This Section provides definitions for terms in this Section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Section, then the existing zoning ordinance definitions shall control. If a term is not defined in either, then the Development Review Committee shall determine the correct definition.

ACCESSORY UNIT: A residential unit not greater than 800 square feet sharing ownership and utility connections with a principal building; and it may or may not be within an outbuilding (SYNONYM: ANCILLARY UNIT).

ALLEY: A private thoroughfare designated to be a secondary means of vehicular access to the rear or side of properties; an alley may connect to a vehicular driveway that is located to the rear of lots providing access to outbuildings, service areas, and parking; and containing utility easements.

ALLOWED ENCROACHMENTS: Any structural element that encroaches, other than a Frontage Type. Allowed encroachments into setbacks and easements may include eaves, gutters, chimneys, utility meters, planter boxes, porches, stoops, bay windows, balconies, terraces, masonry-clad footed chimneys, sunrooms, attached pergolas, garden room, oriels, and colonnades. Encroachments may encroach beyond the build-to line up to the right-of-way. In the T-5 and T-6 Transect Zones, Allowed Encroachments are permitted to project into the public right-of-way to within two feet of the back of curb.

ARCADE: A private frontage principally for retail use wherein the building façade is a colonnade supporting habitable space that overlaps the sidewalk while the building façade at the sidewalk level remains at the frontage line.

ARCHITECTURAL PATTERN BOOK: A graphic and narrative architectural regulatory document which describes how blocks and buildings will be organized vertically, horizontally, proportionally, materially, and by style. It is intended to complement the architectural standards of this form-based development district, and it may also direct wellness, performance, and environmental goals. It may be a public or private document authored, maintained, and managed by a municipal entity or a Property Owner's Association or Homeowner's Association. It describes the design intent of all improvements included within a neighborhood.

ARTISANAL RETAIL: A shop in which goods are custom-prepared, displayed, or sold in small quantities that are often one-of-a-kind items. The use may also include the production, incidental storage, display, and sale of such goods or may be a place where a small number of persons are engaged in arts and crafts activities in a class or studio.

ARTISTIC NEON: The use of neon signs in a manner that is creative beyond a modern use of a conventional neon sign or reminiscent of classic/ iconic neon signs.

ASSOCIATION DOCUMENTS: Consists of the Owner's Association Restrictions and Covenants and related documents required for the creation of an Owners Association.

- ATTACHED GREEN:** An Open Space which is located between a residential property and a street with adjacent homes facing or siding to the open space.
- ATTACHED PERGOLA:** An outdoor structure with columns that support a roofing grid of beams and is attached to the wall of a home or structure often for shade or greenery.
- ATTIC:** The interior part of a building contained within a pitched roof structure.
- AWNING:** A fixed or movable shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafés.
- BACK BUILDING:** A single-story structure that extends to the rear of a principal building and is often connected to an outbuilding.
- BALCONY:** An open air exterior extension of an upper floor of a building, enclosed up to a height of about three feet by a wall or balustrade
- BAY WINDOW:** A window projecting outward typically comprised of three parts, with a larger center window unit and two narrow windows on either side.
- BED AND BREAKFAST:** A lodging type offering 1 to 5 bedrooms and permitted to serve food to guests.
- BLADE SIGN:** A sign that is made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall or suspended from an overhang.
- BLOCK:** The aggregate of all the private lots, open spaces, cross-block passages, and alleys, circumscribed by thoroughfares as the ROW line.
- BLOCK FACE:** The aggregate of all the building façades on one side of a block.
- BUILD-TO-LINE:** Is a fixed dimension shown on a final plat and Regulating Plan within the range of the allowed Build -to-Zone of each building type. Each block face on a final plat must show a Build-to-Line or Build-to-Line Zone. Buildings built along a block face must have their principal building facade on the Build-to-Line in the percentage described herein. It is not a setback. Allowed encroachments are allowed to extend in front of a Build-to-Line. The Allowed Encroachments can be included as part of a structure to comply with the percentage frontage requirement. When several building types share a block face, the dominate building type by frontage dimension shall control.
- BUILD-TO-ZONE:** A range containing the Build-to-Line within which a principal building façade shall be built within. Build-to-Zones are indicated by building type. When several building types share a block face, the dominate building type by frontage dimension shall control.
- BUILDING CONFIGURATION:** The form of a building, based on its massing, on its private frontage, and on its height.
- BUILDING DISPOSITION:** The placement of a building on its lot.
- BUILDING HEIGHT:** The vertical extent of a building measured in stories. Other methods of height, such as feet do not apply.
- BUNGALOW COURT:** A type of residential development which features 6 to 12 small houses that may be detached or may share a party wall with another dwelling, and arranged around a central green on a common lot. Bungalow Courts may be platted on a single lot or individually platted lots. No Bungalow Court shall be located within 800 feet of another Bungalow Court (SYNONYM: COTTAGE COURT). See Diagram 1.



Diagram 1. Photograph of Bungalow Court.

BY RIGHT: Characterizing a proposal or a component of a proposal that complies with this Section and is permitted and processed administratively, without a public hearing (SEE VARIANCE AND WARRANT).

CANAL STREET: A public or private open space that replaces a street with a canal in a neighborhood structure.

CHARLESTON SIDE PORCH: A building type in which a side façade, and not the front façade has a long porch parallel to the side façade. The porch may face the internal side lot line or external side lot line.

CIVIC: The term defining not-for-profit organizations dedicated to arts, culture, education, government, municipal government, and recreation.

COLONADE: A sequence of columns supporting a horizontal member (often an entablature) that are spaced at regular intervals that can be free-standing or part of a building to define a space.

COMMERCIAL READY FRONTAGE: A building shopfront at the sidewalk level, built to accommodate commercial uses. (SEE ALSO: SHOPFRONT)

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

CORNER LOT: A lot or parcel of land abutting two or more thoroughfares, Open Space, Woonerf, Paseo at their intersection.

COURTYARD: A disposition where the building occupies the boundaries of its lot while internally defining one or more private spaces.

CROSS-BLOCK PASSAGE or Paseo: A publicly accessible way providing access through a block that is restricted to pedestrian use and limited vehicular access.

DEVELOPMENT REVIEW COMMITTEE: The Development Review Committee is comprised of a representative from each of the various departments which have jurisdiction over the permitting of a project as appointed by the City Manager.

DIRECTOR OF PLANNING: means the Director of Planning or his / her designee.

DOORYARD: A private frontage type with a shallow setback, and front garden or patio, usually with a low wall or a hedge at the frontage line (VARIATION: LIGHT WELL OR LIGHT COURT).

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

EDGEYARD: A type of disposition where a building occupies the center of its lot with setbacks on all sides.

- ELEVATION:** An exterior wall of a building that is not along a frontage line (SEE FAÇADE).
- ENCROACH:** To break the plane of either a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.
- ENFRONT:** To place an element along a frontage.
- FAÇADE:** The exterior wall of a building set along a frontage line.
- FAÇADE IDENTITY:** The increment of a primary frontage distinguished from the adjacent façade increments by the use of architectural style, materials, colors, plane, ornamentation, allowed encroachments, etc.. These should be no longer than 300' per primary frontage unless the adjacent façade increment is too small to adequately hold a separate identity. Adjacent corner primary frontages may have the same façade identity.
- FENCE:** A permeable metal or wooden wall, independent of a building, and that is located along a frontage line.
- MOBILE FOOD VENDOR PARK:** A property intended for permanent location for 3 or more food trucks. All such properties shall include required infrastructure and public seating for all food trucks serving guests in the park.
- FORECOURT:** A private frontage wherein a portion of the building façade is close to the frontage line and the central portion is set back.
- FRONT SETBACK:** The distance as measured from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of Allowed Encroachments.
- FRONTAGE:** The area between a building façade and the vehicular lanes and is inclusive of its built and its planted components. A frontage is divided into the private frontage and the public frontage.
- FRONTAGE BUILDOUT:** The percentage of the lot width that is occupied by the building façade within the first lot layer.
- FRONTAGE LINE:** A lot line bordering a public frontage.
- FRONTAGE REQUIREMENT:** A minimum amount of a principal building façade width along a Primary Frontage on the designated Build-to-Line expressed as a percentage of the building facade to the Primary Frontage.
- FUNCTION:** the use or the uses accommodated by a building and its lot.
- GALLERY:** A private frontage wherein the building façade is aligned close to the frontage line with an attached cantilevered shed or lightweight colonnade overlapping the sidewalk.
- GARDEN ROOM:** A room constructed into an Allowed Encroachment with windows to maximize natural light and display views of the outdoors (SYNONYM: SUNROOM).
- GREEN:** A open space for unstructured recreation, and that is spatially defined by landscaping rather than building frontages.
- GREEN STREET:** A public or private open space that replaces a street in a neighborhood structure.
- LIGHT WELL:** A private frontage that is a below-grade entrance or recess designed to allow light into basements (SYNONYM: LIGHT COURT).
- LINER BUILDING:** A building specifically designed to mask a parking lot or a parking structure from a frontage. Provide a finished street wall along shallow frontages.
- LIVE-WORK UNIT:** A mixed-use unit consisting of a commercial function and a residential function. The commercial function is restricted to the first story of the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial function (SYNONYM: FLEX HOUSE).
- LOADING DOCK:** An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.
- LODGING:** A building function available for daily and weekly renting of bedrooms.
- LOT:** A parcel of land accommodating a building or buildings that are under the same ownership.

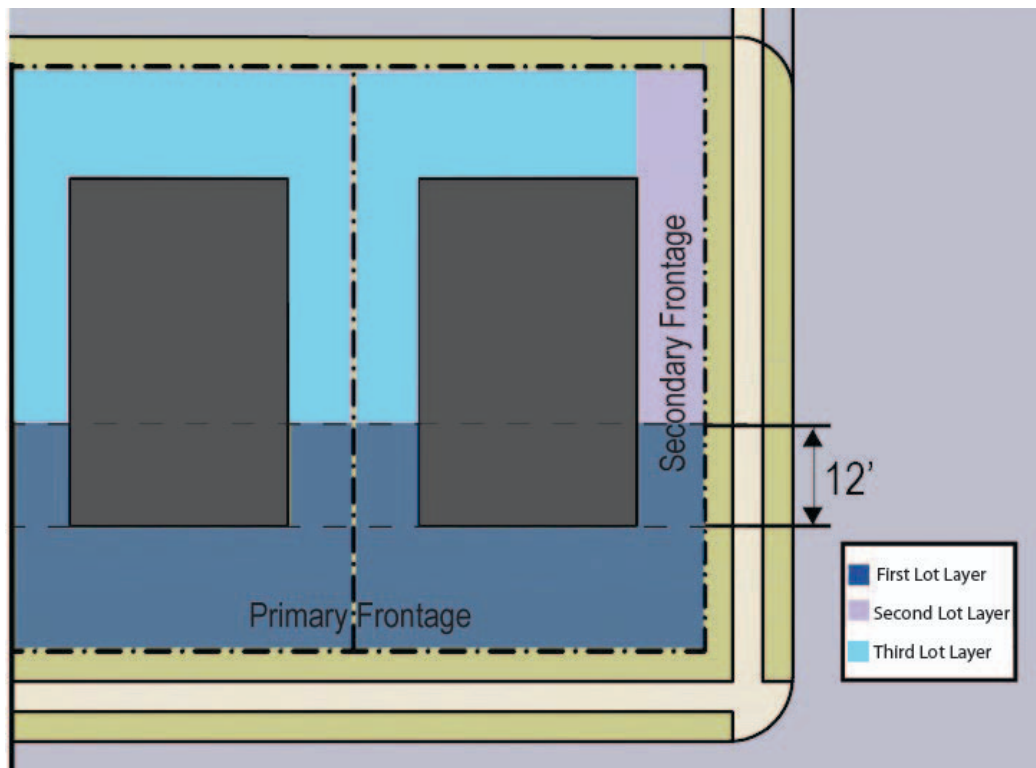
LOT COVERAGE: The percentage of a lot that is covered by buildings and other roofed structures.

LOT LAYER: A range of depth of a lot within which certain elements are permitted to be located.

LOT LAYER, FIRST: The area of a lot that is comprised of the area between the Primary Frontage line and 12 feet behind front Build-to Line.

LOT LAYER, SECOND: The area of a lot that is comprised of the area 12 feet behind the front Build-to Line along a secondary frontage.

LOT LAYER, THIRD: The area behind the outermost rear corner of the primary building and to the rear and side of the primary building.



LOT LINE: The boundary that legally and geometrically demarcates a lot.

LOT OCCUPATION: A category for the area of the lot that may contain buildings, regulated in terms of width and coverage metrics.

LOT WIDTH: The length of the Primary Frontage line of a lot.

MANUFACTURING: The making of articles on a large-scale using machinery.

MIXED USE: Multiple functions that are either located within the same building through superimposition or adjacency.

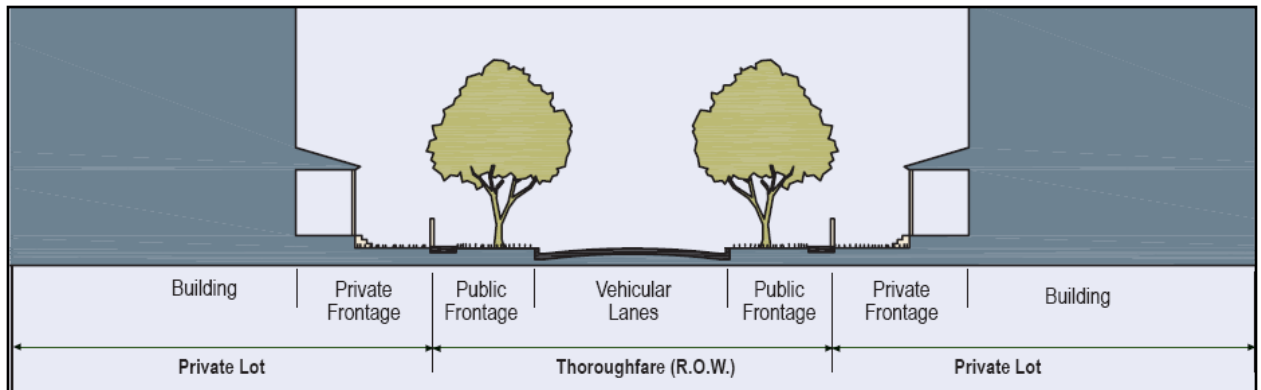
MURAL: Any piece of artwork that is painted, tiled, or otherwise applied directly to an exterior wall.

MULTI-UNIT HOUSE: Building that is single family in design and scale but contain multiple individual units for rental or sale. Maximum of 12 units per building on a single lot. (synonym for co-op house)

NEIGHBORHOOD ARCHITECT: Is the individual(s) or firm(s) employed by an association to create and manage the application of a private Pattern Book within the borders of the association.

NEIGHBORHOOD: Is a term used to describe any settlement with explicit or implied boundaries. It may have a single use or broad mix of uses. It is an emotional term to describe a feeling of belonging in a place regardless of use, ownership, or length of stay. It is an affection of place which translates into long-term sustainability.

- NONCONFORMITY:** An existing function, structure, lot, or site improvement that is in compliance with the zoning regulations that were applicable to it when it was established, and for which all the required permits were issued, but which does not conform in whole or in part to the regulations of this Section. Such nonconformity is legal and may continue except as regulated by this Section.
- OFFICE:** Premises available for the transaction of general business but excluding retail.
- OPEN SPACE:** An outdoor area permanently dedicated exclusively for public use.
- ORIEL:** A singular bay window (or stack of bay windows) that does not reach the ground.
- OUTBUILDING:** An accessory building, which is usually located toward the rear of the same lot as a principal building, and that sometimes may be connected to the principal building by a back building.
- OWNERS ASSOCIATION:** An incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, Developer, or the board of directors or similar governing body, manage or regulate the residential or nonresidential uses within the property covered by the dedicatory instrument. The property subject to a T, Toll Road 360 Form-Based Development District may consist of multiple Owners Associations, whether a master association and subsidiary associations or multiple independent associations, which may be characterized as “Property Owners Associations”, (POA in the singular, POA’s in the plural), or “Homeowners Associations”, (HOA in the singular, HOA’s in the plural).
- PARK:** An open space that is a natural preserve and is available for unstructured recreation.
- PARKING STRUCTURE:** A building containing one or more stories of vehicular parking above or below grade.
- PASEO:** A publicly accessible way providing access through a block that is restricted to pedestrian use and limited vehicular access. Also referred to as a Cross-Block Passage.
- PHASING PLAN:** A plan that shows the delivery of infrastructure necessary to serve development within the Property. Phases shown on a Phasing Plan are not required to develop sequentially. This plan is an element of the Regulating Plan per Section 2.5.1.
- PLANTER:** The element of the public frontage which accommodates street trees, whether continuous or individual.
- PLAZA:** A open space designed for unstructured recreation and civic purposes, and spatially defined by building frontages and consisting of paved surfaces. A piece of civic art may be included as visual terminus. Trees are not often used within the plaza but may be on the edges. If the edge includes an arcade, trees are not allowed.
- PORCH:** An open-air room that is appended to a building, with a floor and a roof, but no walls on the sides facing frontages. A porch is meant to be furnished as occupiable space.
- PRIMARY FRONTAGE:** The frontage designated to be the front façade and principal entrance to the building as well as the measure of minimum lot width (SEE FRONTAGE). In T-5 and T-6 a building taking up a full block may have more than one Façade Identity. Alleys, Mews and Paseos shall not qualify for Primary Frontage definition.
- PRIMARY PORCH:** The porch at the Primary Frontage of a house.
- PRINCIPAL BUILDING:** The main building on a lot, and usually located toward the frontage.
- PRINCIPAL ENTRANCE:** The main point of access for pedestrians into a building.
- PRIVATE FRONTAGE:** The privately held layer between the frontage line and the principal building façade.
- PUBLIC FRONTAGE:** The area between the curb of the vehicular lanes and the frontage line or the lot edge of an open space and the frontage line.



PLAYGROUND: A open space that is designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter.

REAR YARD: A disposition where the building occupies the full frontage, leaving the rear of the lot as the sole yard.

REAR SETBACK: The distance as measured from the rear lot line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of encroachments.

REGULATING PLAN: A zoning map or set of maps that shows the transect zones, open spaces, thoroughfare assignments, non-conforming districts if any, and Urban Design Requirements if any, of areas that are subject to, or potentially subject to, regulation by this Section.

REQUIRED PARKING: The number of parking spaces needed to accommodate a building or buildings on a single lot according to its function or functions. These may be either on-site, on-street, or remote.

RESIDENTIAL: Characterizing premises available for human dwelling.

RETAIL: Characterizing premises available for the sale of merchandise and food service.

RETAIL FRONTAGE: A frontage designated on a regulating plan that requires or recommends the provision of a shopfront, encouraging the ground level to be available for retail use (SEE URBAN DESIGN REQUIREMENTS).

ROW HOUSE: A single-family residential unit sharing a party wall with another of the same type and that occupies the full frontage line. A Row House consists of two or more units. (SYNONYM: TOWN HOUSE).

RURAL-TO-URBAN TRANSECT: A cross-section of the environment showing a range of different habitats from the most rural condition to the most urban condition. The rural-urban transect of the built environment used in this Section is divided into four transect zones. These transect zones describe the physical form and the character of a place, according to the intensity of its land use and urbanism.

SCHEMATIC BUILDING ELEVATION: An exhibit depicting the design intent of building form, fenestration, and materials. Building materials shall be described as to type and configuration.

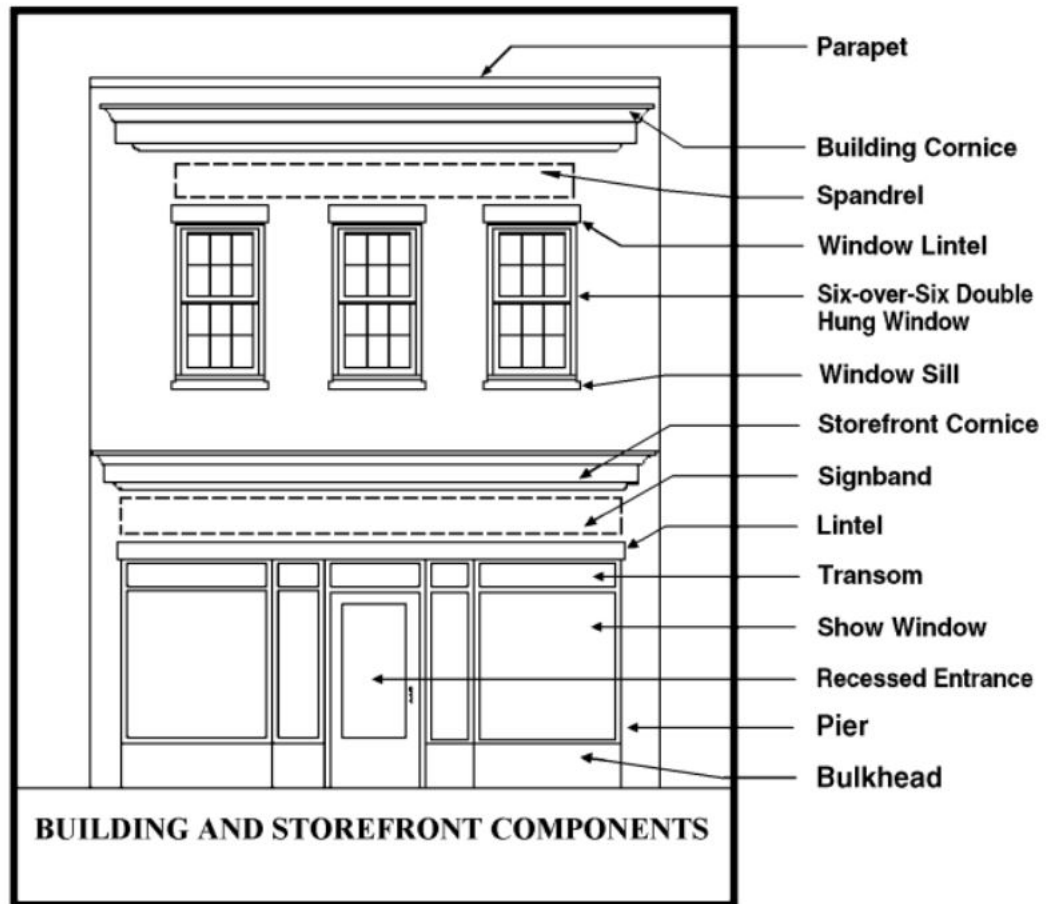
SECONDARY FRONTAGE: On corner lots fronting on streets, open space and Paseos, the private frontage not designated as the Primary Frontage.

SERVICE AREA: The portion of a lot or a building exclusively dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

SETBACK: The area of a lot measured from the lot line to a building façade or a building elevation that is maintained clear of permanent structures, with the exception of Allowed Encroachments (VARIATION: BUILD-TO-LINE).

SHOPFRONT: A private frontage most conventional for retail use with substantial glazing wherein the building façade is aligned close to the frontage line and the building entrance is located at

sidewalk grade. Standards for Shopfronts along Commercial Ready and Urban Flex Frontages are provided in this Section. A Shopfront may include some or all of the building façade elements indicated in the image below, except as otherwise required by the architectural standards of this Section:



SIDEWALK: The paved section of the public or private frontage that is dedicated exclusively to pedestrian activity (SYNONYM: WALKWAY).

SIDE YARD: A disposition where the building occupies one side of the lot with the setback to the other side. If the adjacent building is similar, with a blank side wall, the yard is quite private. May include exclusive-use and maintenance easements.

SIGN BAND: A wall area of a non-residential building built along a portion of a Primary or Secondary Frontage allocated for the placement of a sign above a shopfront or at the cornice. A sign band is integral to the architecture of the building.

SQUARE: A open space designed for unstructured recreation and civic purposes, and spatially defined by building frontages and consisting of paths, lawns, and trees, all formally disposed. May be any shape.

STREET TREE GUIDELINES: Is a primarily graphic document showing the specific placement street trees across all public streets, private streets, green streets, and paseos. It may assign a species or range of species to specific locations in the plan. It will include a table of allowed street trees permitted by this Section. It has a minimum 11"X17" format. It is managed by either a Property Owner's Association or Homeowner's Association.

STOOP: A private frontage that is most conventional for residential use wherein the building façade is aligned close to the frontage line with the first story elevated from the sidewalk for privacy, with

an exterior stair and a landing at the entrance. Stoops are meant to be entry features as distinguished from porches that are occupiable space.

STORY: A habitable level within a principal building and an outbuilding by which height is measured but excluding an attic or a raised basement.

STREETSCREEN: A freestanding wall built along the frontage line, or coplanar with a building façade (SYNONYM: STREETWALL).

SUNROOM: A room constructed with windows to maximize natural light and display views of the outdoors (SYNONYM: GARDEN ROOM).

TERRACE: A private frontage wherein an upper floor building facade is set back from the frontage line by an elevated structure that is an occupiable space.

TERMINATED VISTA: A location at the axial conclusion of a thoroughfare or viewshed.

THOROUGHFARE: A public way for use by vehicular and pedestrian traffic and intended to provide access to lots and open spaces, consisting of vehicular lanes and the public frontage.

TRAFFIC CALMING: A method for using either horizontal deflection methods such as bump outs or chicanes or vertical deflection such as speed tables or woonerfs to slow traffic.

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

TRANSOM: A transverse horizontal crosspiece separating a door from a window above it or a section of façade that may or may not contain a window above the course of display windows.

URBAN DESIGN REQUIREMENTS: Are provisions of this Section that modify or extend specific requirements as designated on a regulating plan or other map for those provisions.

URBAN FLEX FRONTAGE: A building shopfront at the sidewalk level, built to accommodate either commercial, residential or live/work uses. (SEE ALSO: SHOPFRONT)

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

WARRANT: A ruling that would permit a practice that is not consistent with a specific provision of this Section, but it is justified by its Intent.

WINDOW SIGN: A sign that is plainly visible from the outside of the building and located on either the external surface of the window or within 25 inches of the internal surface of the window.

WOONERF: A pedestrian priority street lacking a change in grade at the curb line. Traffic cartways and/or parking lanes are delineated by the use of bollards. The cartway may be colored and impressed to indicate a change in materials and vehicle passage lanes.

EXHIBIT A: BUILDING STANDARDS

	Name	Lot Widths (min. – max.) (1)	Lot Depth (min.)	Side Yard (min.) (2) (3) (11)	Build-to-Zone Front Street (min.-max.) (10)	Build-to-Zone Side Street (min.-max.)	Rear Setback Alley	Rear Setback No Alley (min.)	Off Street Parking Spaces/ dwelling unit (min.)	Garage Placement	Height in Stories (min.-max.) (4) (5)	Area (SF)/ Dwelling Unit (min. – max.) (9)	Allowed Encroachments Permitted (Sec. 4.4.2)	Accessory Unit Permitted (6)
Category 1	Manor	70’+	120’	5’ or 3’/7’ split	25’-30’	10’	7’-9’ or 17’ min.	10’	no min.	Rear	1-2	3000 – No Max	Yes	Yes
	Estate	60’-69’	110’	5’ or 3’/7’ split	20’-30’	10’	7’-9’ or 17’ min.	10’	no min.	Rear	1-2	2500 - 3500	Yes	Yes
	Township	45’-59’	100’	5’ or 3’/7’ split	15’-25’	10’	7’-9’ or 17’ min.	-	no min.	Rear	1-2	2000 - 3000	Yes	Yes
Category 2 (12)	Cottage	35’-44’	90’	3’	10’-25’	10’	7’-9’ or 17’ min.	-	no min.	Rear	1-2	1500 - 2500	Yes	Yes
	Casita	25’-34’	80’	3’	5’-10’	5’-10’	7’-9’ or 17’ min.	-	no min.	Rear	1-2	800 - 1800	Yes	Yes
Category 3	Bungalow Court	60’-no max.	60’-no max.	3’	5’-10’	5’-10’	7’-9’ or 17’ min.	-	no min.	Rear (parking may be offsite)	1-2	500 – No Max	Yes	No
	Row House Wide (13)	25’-35’	80’	0’	5’-10’	5’-10’	7’-9’ or 17’ min.	-	no min.	Rear	2-4	1200 – No Max	Yes	Yes
	Row House Narrow (13)	18’-24’	80’	0’	5’-10’	5’-10’	7’-9’ or 17’ min.	-	no min.	Rear	2-4	850 – No Max	Yes	Yes
Category 4														
	Multifamily	No min. or max.	No min. or max.	0’	0’-20’	0’-15’	0’ min.	10’	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
	Mixed-Use	No min. or max.	No min. or max.	0’	0’-20’	0’-15’	0’ min.	10’	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
Category 5	T-5 Building	No min. or max.	No min. or max.	0’	0’-20’	0’-15’	0’ min.	10’	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No
Category 6	T-6 Building	No min. or max.	No min. or max.	0’	0’-10’	0’-10’	0’ min.	10’	*(7)	Rear (parking may be offsite)	4 stories - No max.	500 – No Max	Yes	No

Additional Criteria:

- (1) The maximum lot width may be increased by 5 feet on corner lots to accommodate wrap around porches, secondary entries, or other Allowed Encroachments.
- (2) Encroachments over a side property line and easements are permitted for eaves, gutters, chimneys, utility meters and other similar features.
- (3) Rear loaded garages may be attached at the side property line.
- (4) Building Height does not include bonus rooms under roof.
- (5) Row House building height shall be a minimum of 2 stories in the T-4 Transect Zone and 3 stories in the T-5 Transect Zone.
- (6) The habitable area of an accessory unit within a principal building or an outbuilding shall not exceed 800 square feet.
- (7) See Parking Requirement in Sec. 5.4.
- (8) Build-to-Zones, and setbacks are calculated from ROW lines or Open Space property lines.
- (9) Minimum and maximum unit size may be changed by up to 15% by Warrant.
- (10) The Front Build to Zone is permitted to be the least restrictive standard allowed for building types on an individual Block Face to accommodate congruous mixing of building types.
- (11) 3’/7’ Spilt refers to a 10’ overall building separation with one side yard being 3’ to the property line with the adjacent side yard being 7’ to the property line.
- (12) Category 2 building types shall maintain a minimum 6’ building separation.
- (13) Row Houses shall maintain a minimum 10’ building separation between separate Row House buildings.

DIAGRAM B: THOROUGHFARE ASSEMBLIES

Where in conflict, criteria in the street sections included shall control over design criteria in other applicable City ordinances.

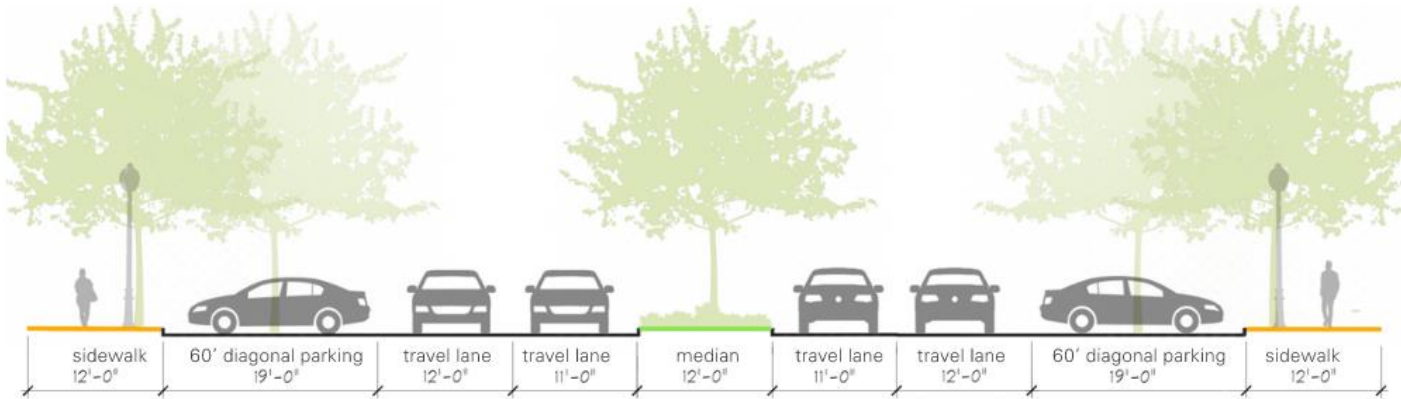
Type	Name on Diagram			Walks	Parkway	Parking Lane	Travel	Median	Travel	Parking Lane	Parkway	Walks	Curb Return Radii	Bulb Outs	Median	AutoTurn Needed	Parking Type (note 7)	Building Type Adjacent	Transect zone	NOTES
Urban Avenue I	A	120	84	12	0	19	23	12	23	19	0	12	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Urban Avenue II	A	86	62	12	0	19	12	0	12	19	0	12	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Urban Avenue III	A	58	34	12	0	8	18			8	0	12	15'	Permitted	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Avenue I	A	86	60	6	7	8	22	0	22	8	7	6	15'	Yes	No	No	P(8') D(19')	Cm, R, UR	T5, T6	
Boulevard I	B	98	60	6	7	8	22	12	22	8	7	6	15'	Yes	Yes 12' wide	No	P(8') D(19')	Cm, R, UR	T3, T4, T5, T6	
Boulevard II	B	70	36	6	7	8	10	8	10	8	7	6	15'	Yes	Yes 8' wide	No	P(8') D(19')	Cm, R, UR	T3, T4, T5, T6	
Urban Street I	S	60	36	12		8	10	0	10	8	12		15'	Yes	No	No	P(8') D(19')	R	T3, T4, T5	
Urban One Way Street I	SIW	76	52	12	0	19	12			19	0	12	15'	Yes	No	No	D(19')	Cm, R	T4, T5	
Urban One way Street II	S1W	43	20	12		8	12			8	6	5	20' 1 side	Permitted	No	Yes	P(8') D(19')	Cm, R	T4, T5, T6	
Neighborhood Street I	S	61	40	10	0	19	13			19	6	5	15'	Permitted	No	No	P(8')	Cm, R, UR	T4, T5	Needs mid-block choker
Neighborhood Street II	S	43	21	5	6	8	13			8	6	5	15'	Permitted	No	Yes	P(8')	R	T3	Needs mid-block choker
Yeild Street I	S	50	27	5	6.5	8	11			8	6.5	5	15'	No	No	Yes	P(8')	R	T3, T4	Needs mid-block choker
Yeild Street II	S	54	32	5	6	8	8	0	8	8	6	5	15'	Permitted	No	No	P(8')	R	T3, T4, P	
Neighborhood One way Street I	SIW	60	38	10	0	19	12			19	6	5	15'	Permitted	No	Yes	P(8') D(19')	R, P	T3, T4	
Neighborhood One way Street II	S1W	40	18	5	6	8	10			8	6	5	25' 1 side	Permitted	No	Yes	P(8')	R	T3	
Neighborhood Court	C	37	26	5	6	8	18			8	0	0	15	Permitted	No	Yes	P(8')	R	T3, T4	
Neighborhood One way Court	C1W	35	13	5	6	0	13			0	6	5	15'	Permitted	No	Yes	None	R	T6 through T3	
Parkway	PW	76	36	6	8	0	18	12	18	0	8	6	20' both sides	No	Yes	No	None	R	T4, T5, T6	
One way Parkway I	P1W	59	31	6	8	19	12	0	0	19	8	6	20' both sides	Yes, 1 side	No	Yes	D(19')	R	T3, T4, T5	
One way Parkway II	PIW	40	12	6	8	0	12			0	8	6	20' both sides	Yes	No	No	None	R	T3, T4, T5	
Edge Street	ES	34	23	5	6	8	15			8	0	0	15'	No	No	No	P(8')	R	T3	
Park crossing	PC	46	24	5	6	0	12	0	12	0	6	5	15	No	No	No	None	OS	T3, T4, T5	
Bridge Street	B	46	34	6	0	6 Bike	11	0	11	6 Bike	0	6	25'	No	No	No	None	N/A	Open Space	

Type						Parking	Parkway	Travel	Parkway	Parking			Curb Return Radii	Bulb Outs	Median	AutoTurn Needed	Parking Type (note 7)	Building Type Adjacent	Transect zone	
Residential Mews	RA	20	16			7' Private	2	16	2	7' Private			15'	No	No	Yes	None	R, Cm	T3, T4, T5	30' clear zone
Residential Alley	RA	14	12			7' Private	2	10	2	7' Private			15'	No	No	Yes	None	R	T3, T4, T5	20' clear zone
Commercial Alley	CA	20	16					20					20'	No	No	Yes	None	Cm	T3, T4, T5	

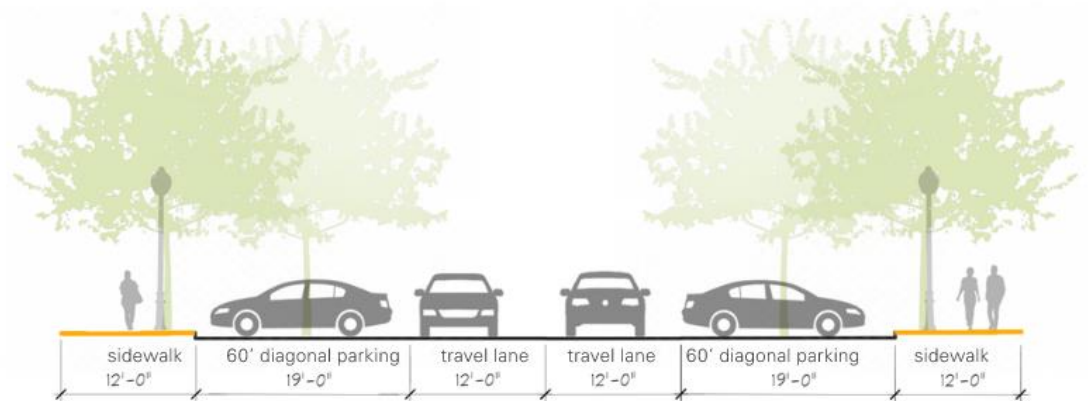
SPECIAL SECTION: Woonerf, see site specific design.

- NOTES:
1. "Permitted" means that if the section is in or adjacent to T4 or T5 bulb outs should be used.
 2. An advanced stop bar should be located at least 6 feet in advance of the crosswalk to reinforce yielding to pedestrians.
 3. High-visibility ladder, zebra, and continental crosswalk markings are preferable to standard parallel or otherwise noted (T4/T5).
 4. Interim curb extensions may be incorporated using flexible posts and epoxied gravel.
 5. Accessible curb ramps are required by the Americans with Disabilities Act (ADA) at all crosswalks.
 6. Autoturn needed at time of project design to determine geometrics of red curbs. Curb radii may change depending on model results, but shall not exceed 22' radius.
 7. P=parallel, D=diagonal 60 degrees Note: for diagonal parking, reverse-in diagonal is allowed.
 8. R=residential, Cm=commercial/retail, P=public space w/building, O=Open space, V=varies
 9. Trees in curb extensions are to be 3'-6" from travel lane
 10. Urban Avenue can convert to Boulevard if insert a minimum 12' median.
 11. Diagonal parking in a street section can be convert to parallel Parking and the travel lane adjacent to the parallel parking side can be reduce to 11 ft
 12. Minimum lane width at the intersections with bulb-outs shall be 24' for the length of the bulb-out extension from the PCR (point of curb return).

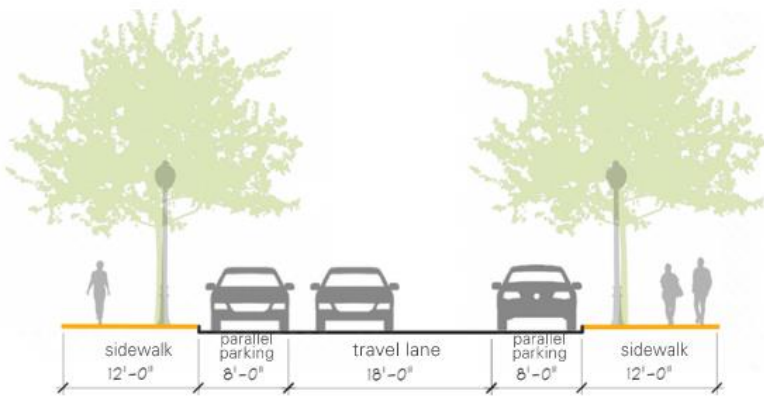
Below are graphic examples of some of the of the sections depicted in the above table, but not every iteration permitted by the table is depicted.



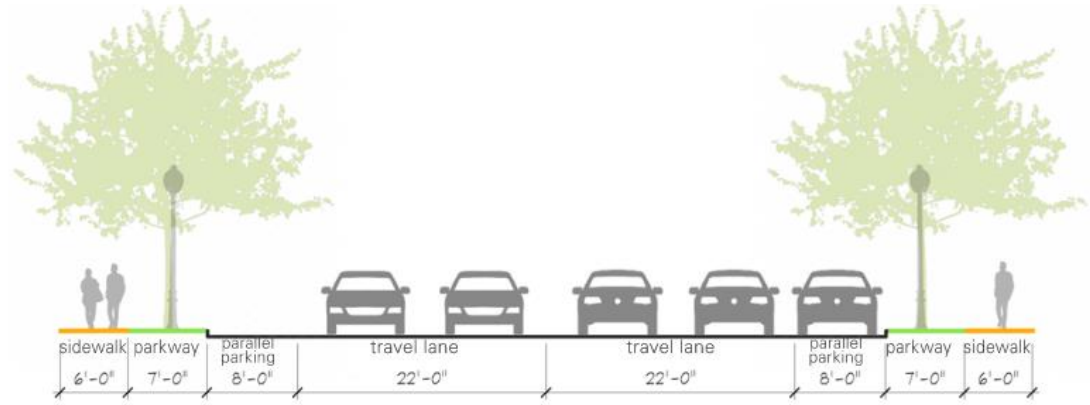
A - 120 - 84
Urban Avenue I



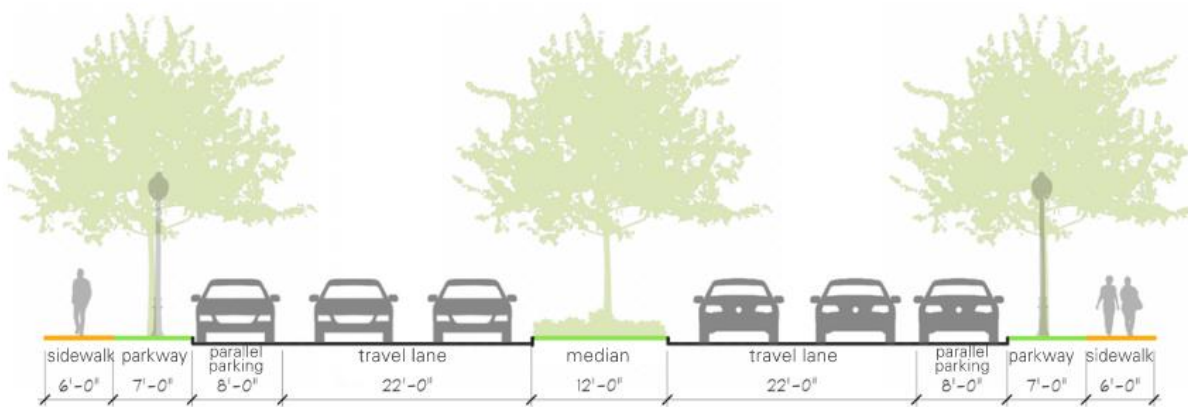
A - 86 - 62
Urban Avenue II



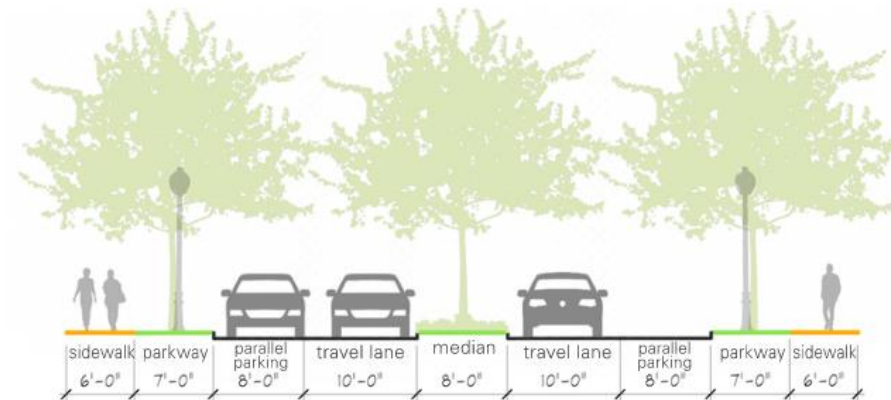
A - 58 - 34
Urban Avenue III



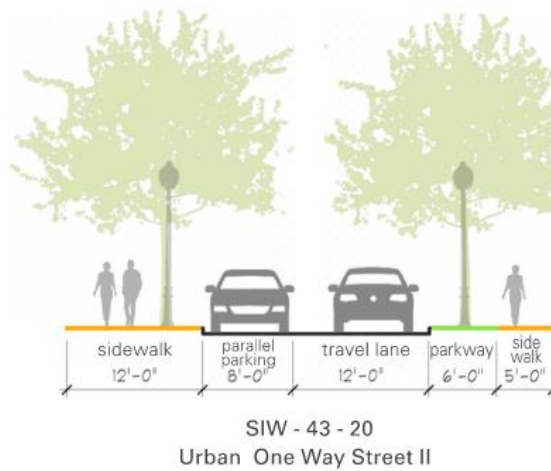
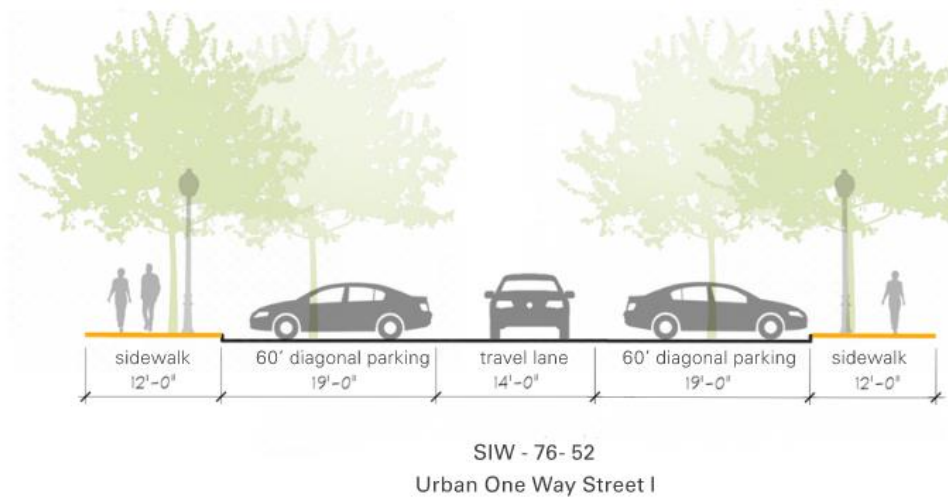
A - 86 - 60
Avenue I

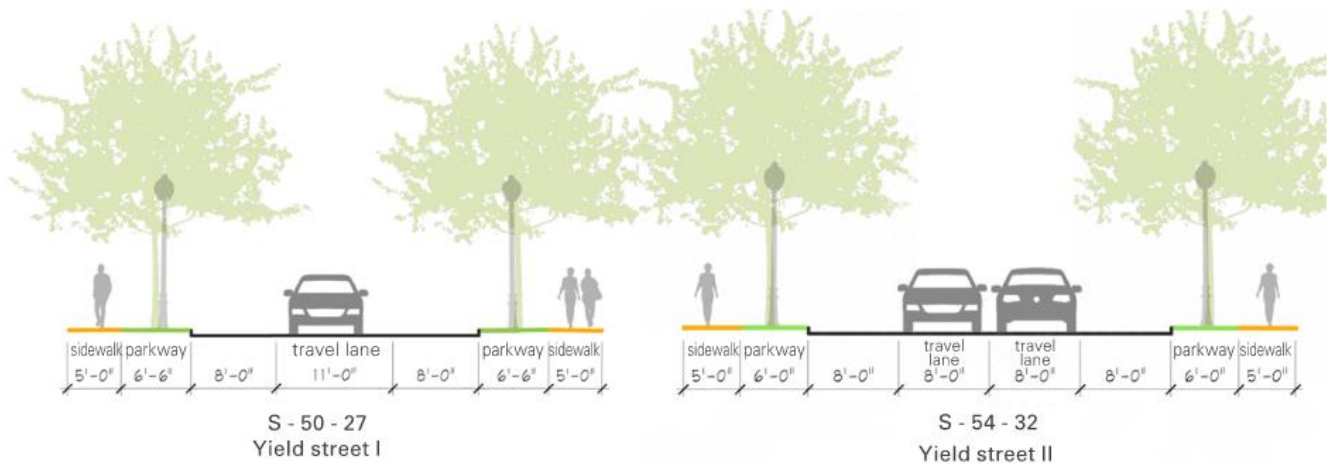
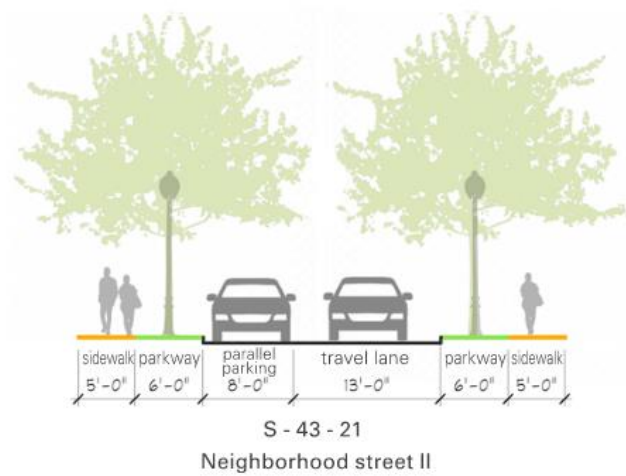


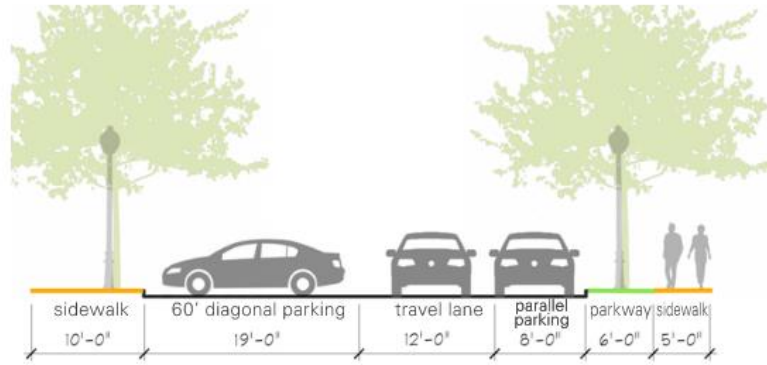
B - 98 - 60
Boulevard I



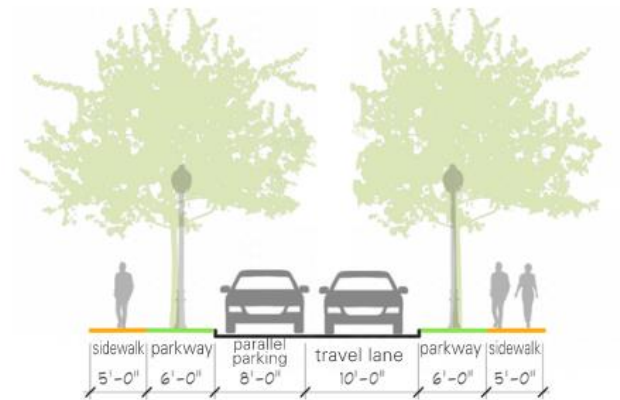
B - 70 - 36
Boulevard II



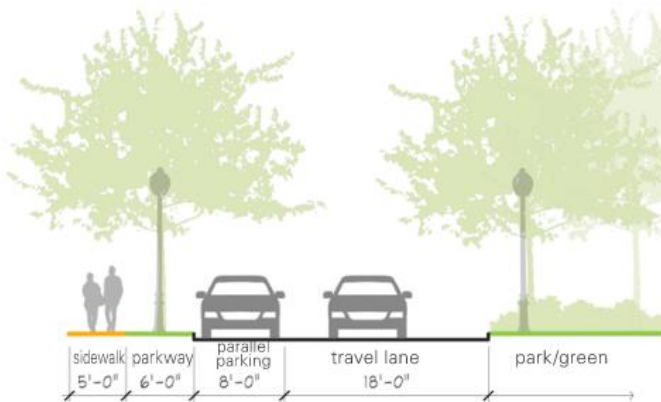




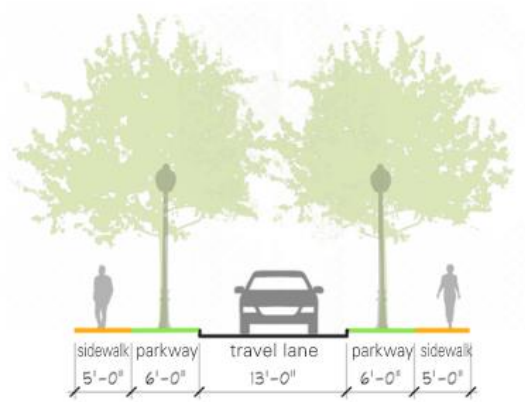
SIW - 60 - 39
Neighborhood One Way Street I



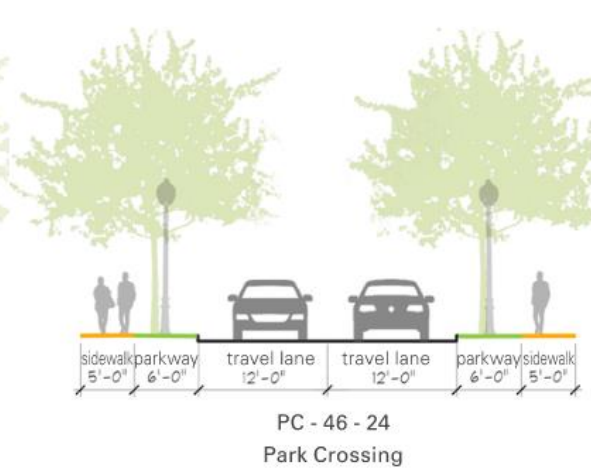
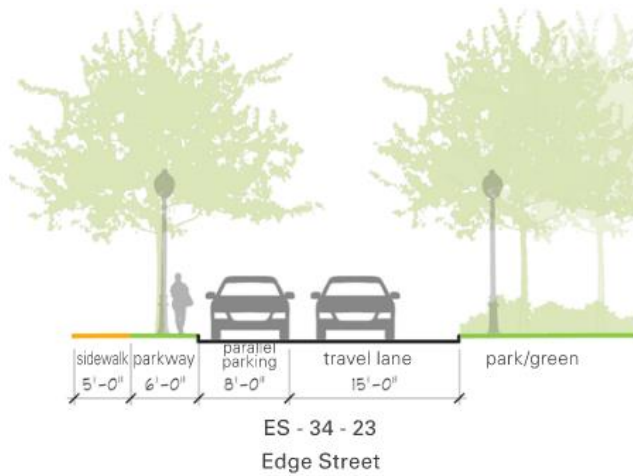
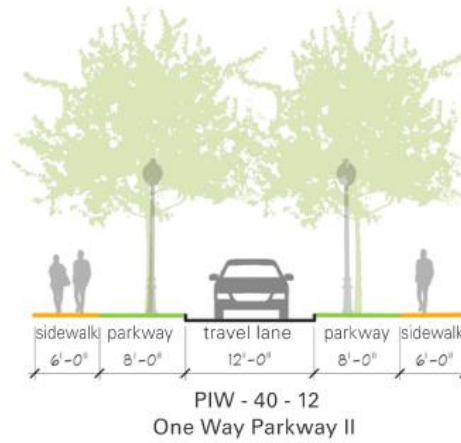
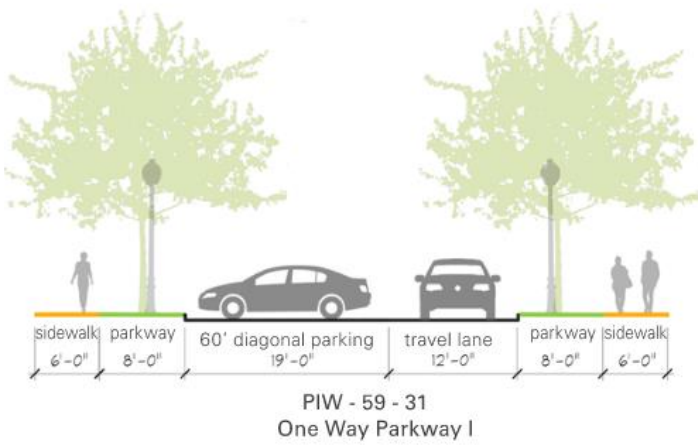
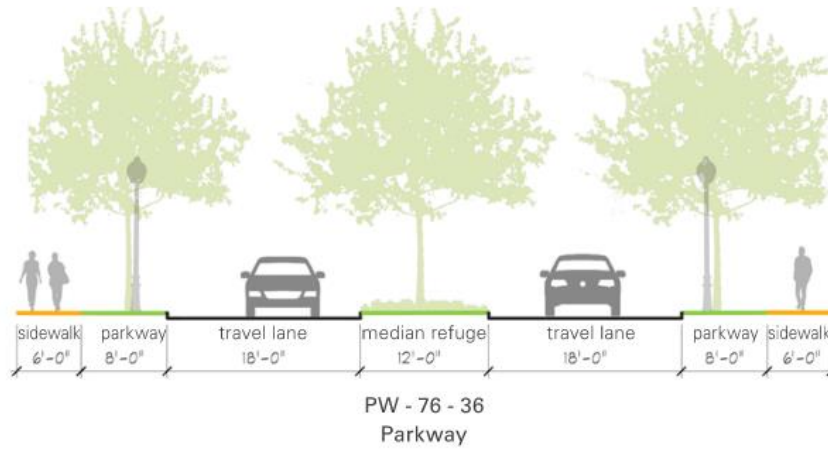
SIW - 40 - 18
Neighborhood One Way Street II



C - 37 - 26
Neighborhood Court



CIW - 35 - 13
Neighborhood One Way Court



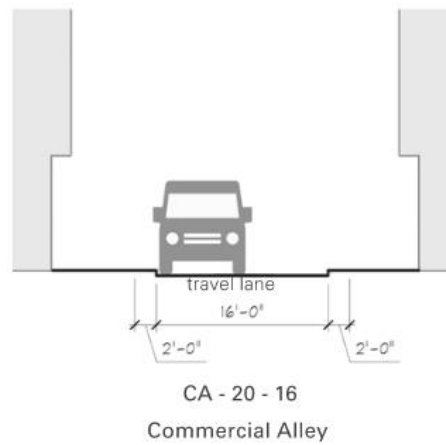
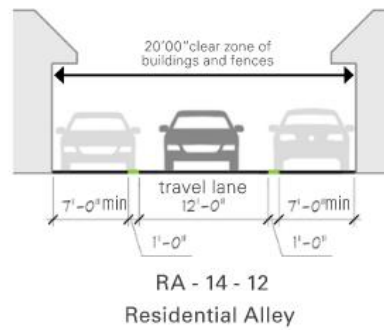
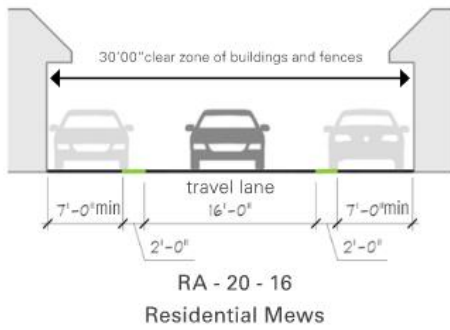
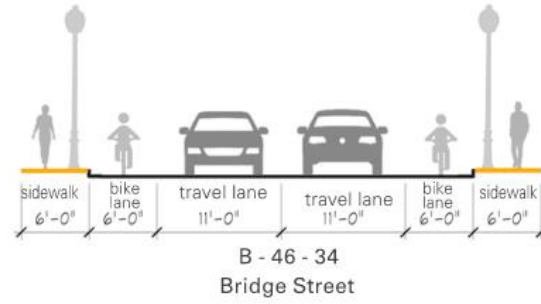
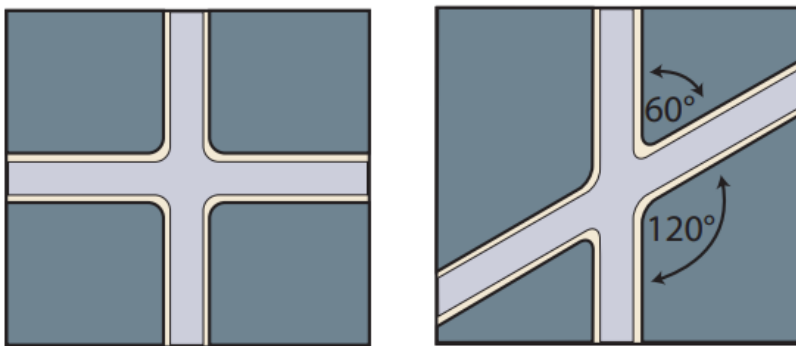


EXHIBIT C: INTERSECTION ASSEMBLIES

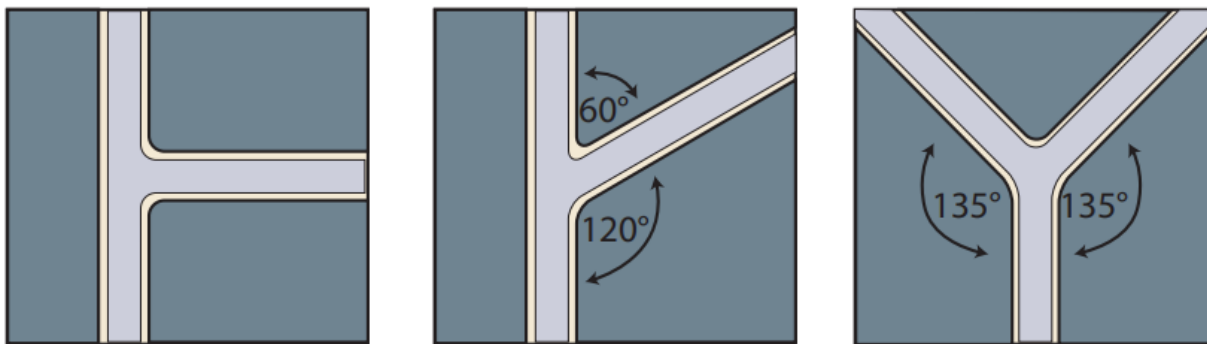
Where in conflict, criteria in the intersection assemblies shall control over design criteria in other applicable City ordinances.

INTERSECTION CHARACTERISTICS**FOUR-LEG INTERSECTIONS**

Four-leg intersections can vary from two lightly traveled local roads to a complex intersection of two main roadways. The intersection control can vary from uncontrolled, yield controlled, stop controlled or, for intersections with higher volumes, signal controlled. The type of intersection control varies based on traffic speed, traffic volumes, pedestrian crossing volumes and sight distance. For traffic purposes, intersections function best when designed at 90 degree or perpendicular. However, in urban areas there may be a desire to allow flexibility in intersection approach angles to allow for unique urban design features. This intersection skew should not be less than 60 degrees. If it is less than 60 degrees, then intersection modifications should be implemented to reduce the skew.

**THREE-LEG OR T-INTERSECTIONS**

Many of the design principles found in four-leg intersections apply to three-leg intersections. Intersection control can vary depending on a number of factors and the intersection skew of a T-intersection should not be less than 60 degrees. For a “Y” intersection the typical approach angles are 135 degrees. These intersections are uncommon but provide urban design features that can add unique architectural and design elements to the area.

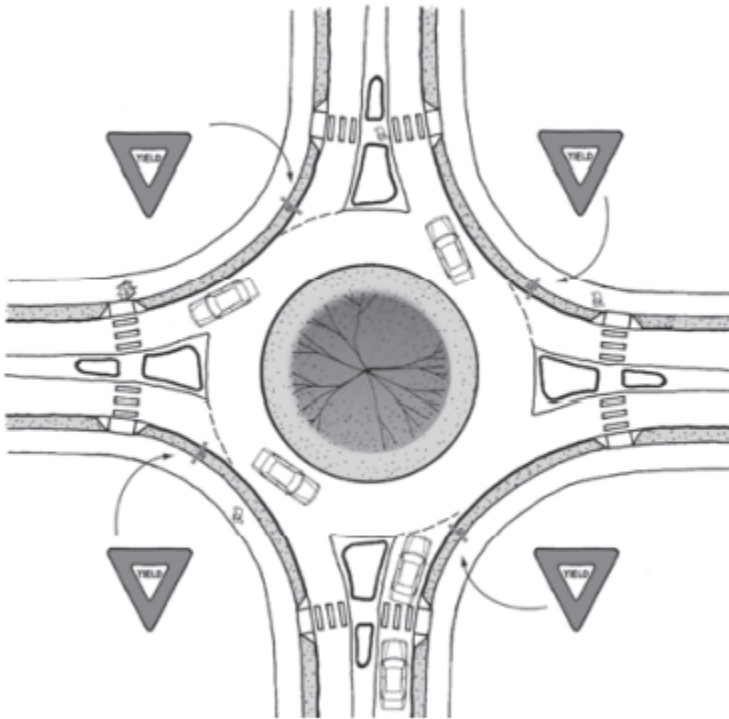
**MODERN ROUNDABOUTS**

The purpose of a modern roundabout is to increase vehicle capacity at the intersection, slow traffic and reduce the frequency and severity of collisions. They are not generally used to enhance pedestrian and bicycle safety. Roundabouts are not always the appropriate solution. General principles and considerations for the design of modern roundabouts include the following:

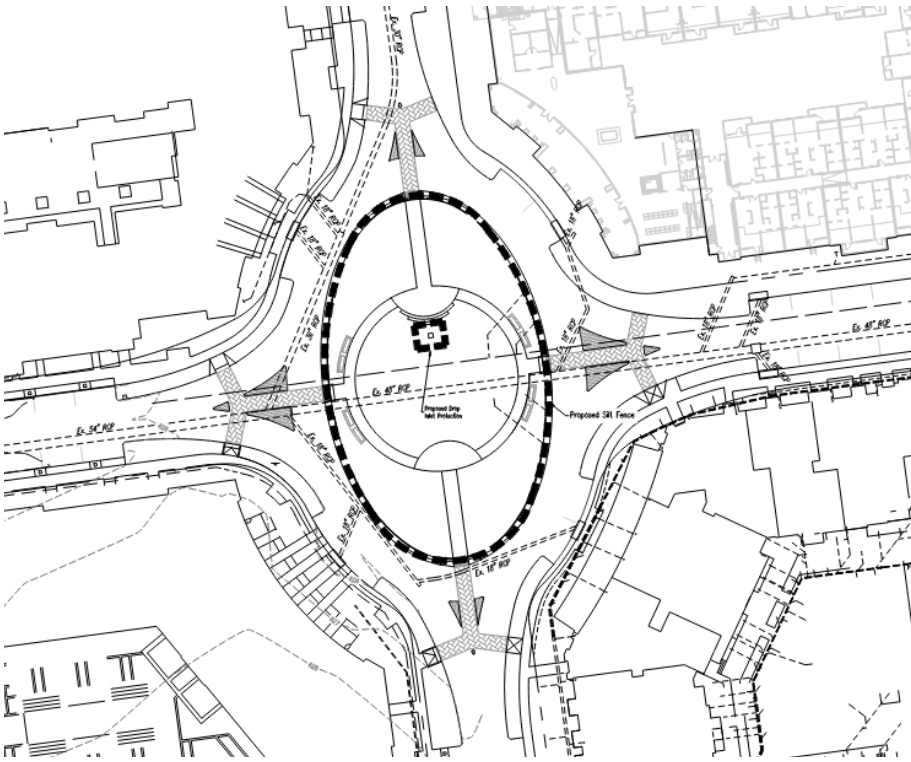
- Type of design vehicle;

- Use by disabled and visually impaired persons; and
- Effects on pedestrian route directness.

A modern roundabout should be designed to reduce the relative speeds between conflicting traffic streams and the absolute speed of vehicles and to improve pedestrian safety. The curved path that vehicles must negotiate slows the traffic. Vehicles entering need to be properly deflected and yield to traffic already in the circulating roadway of the roundabout. Internal speed operating or target speeds shall be between 15 and 19 mph.



A modified version of a modern roundabout, an ovalabout, may also be used.



CURB EXTENSIONS

Curb extensions (also called nubs, bulb-outs, knuckles, or neck-downs) extend the line of the curb into the traveled way, reducing the width of the street. Curb extensions typically occur at intersections but can be used at midblock locations to shadow the width of a parking lane, bus stop, or loading zone. These are called chokers. Curb extensions can provide the following benefits:

- Reduce pedestrian crossing distance and exposure to traffic;
- Improve driver and pedestrian visibility at intersections;
- Separate parking maneuvers from vehicles turning at the intersections;
- Visually and physically narrow the traveled way, resulting in a calming effect;
- Encourage and facilitate pedestrian crossing at preferred locations;
- Keep vehicles from parking too close to intersections and blocking crosswalks;
- Provide wider waiting areas at crosswalks and intersection bus stops;
- Reduce the effective curb-return radius and slow turning traffic;
- Provide space for level landings and clear space required at pedestrian push buttons, as well as double perpendicular curb ramps with detectable warnings; and
- Provide space for streetscape elements if extended beyond crosswalks.

Curb extensions serve to better define and delineate the travelway as being separate from the parking lane and streetside. They are used only where there is on street parking and the distance between curbs is greater than what is needed for the vehicular traveled way.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5500

Agenda Date: 9/25/2023

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Zoning Case

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on a Change of Zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District on approx. 210 acres, being a 20.6-acre tract of land situated in the J. Lawrence Survey, Abstract No. 616, and a 189.4-acre tract of land situated in the M. Gregg Survey, Abstract No. 385, J. Lawrence Survey, Abstract No. 616, and the H. Henderson Survey, Abstract No. 432; City of Mansfield, Ellis County, Texas, located east of State Highway 360, south of Lone Star Road, and south of Britton Road.; Arcadia, Developer (ZC#23-005)

Requested Action

To consider the subject request for zoning change.

Recommendation

The City Council met on September 11, 2023, and voted 7 to 0 to table this matter until their September 25, 2023 meeting, scheduled public hearing. The Department of At this time, the Planning and Development Services Department recommends tabling this item indefinitely.

The Planning and Zoning Commission met on September 5, 2023, and voted 6 to 0 (with one absence) to recommend approval.

Ayes: 6 - Axen, Thompson, Goodwin, Mainer, Bennett, and Moses

Nays: 0

Abstain: 0

Absence: 1 - Shaw

The request is to consider a change in zoning from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District. The request is a companion item to the public hearing and reading of the text proposed and presented for the T, Toll Road 360 Form-based Development District. The Department of Planning and Development Services recommends approval of this change in zoning request. The Department of Planning and Development Services recommends tabling this matter indefinitely.

Description/History

This is a request to rezone approximately 210 acres of property east of State Highway 360 and south of Lone Star and Britton Roads from PR, Pre-Development District to the T, Toll Road 360 Form-based Development District. The T, Toll Road 360 Form-based

Development District intends to encourage and enable “harmonious and coordinated development and to create “walkable pedestrian environments that complement the existing housing stock by offering a variety of building types to serve mixed generations.”

The proposed text of the T, Toll Road 360 Form-based Development District, if approved by the City Council, is the zoning designation proposed to guide and direct development patterns on this property. A form-based development district that is similar in structure and organization to the D, Downtown District and the S, South Mansfield Form-based Development District, the T, Toll Road 360 Form-based Development District contains a specific set of development rules and regulations that intend to deliver distinct economic, physical, and social outcomes that are consistent with the community’s vision for the future, the community’s expectation for growth and development, and a healthy and robust local economy.

This request was most recently heard and tabled by The Planning and Zoning Commission on July 25, 2023, with a vote of 6-0-1 (with one absence) to table the case until the August 7, 2023 Planning and Zoning Commission meeting.

This request was also tabled by the Planning and Zoning Commission on August 7, 2023 with a vote of 6-1 (with one nay vote) until August 21, 2023.

On August 21, 2023, the Planning and Zoning Commission voted to table the request 7-0 until the September 5, 2023 meeting.

The Planning and Zoning Commission approved this request with a vote of 6-0-1 (with one absence) on September 5, 2023.

The Department of Planning and Development Services recommends tabling this change in zoning request indefinitely.

Attachments

Ordinance

Maps and Supporting Information

Exhibit A - Legal Description

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 THE T, TOLL ROAD 360 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 T, Toll Road 360 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 regulating plan required under Section 155.074 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.

That 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.

That 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 25TH DAY OF SEPTEMBER, 2023.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF OCTOBER, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney



Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
2;PT3 I O T BRITTON		BRITTON UNITED METHODIST	4510 BRITTON RD	MANSFIELD, TX	76065
385 M GREGG 0.0307 ACRES		TEXAS DEPARTMENT OF TRANSPORTA	125 E 11TH ST	AUSTIN, TX	78701
385 M GREGG 0.26 ACRES		TEXAS DEPARTMENT OF TRANSPORTA	125 E 11TH ST	AUSTIN, TX	78701
385 M GREGG 1.622 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
385 M GREGG 15.81 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 19.1659 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 2.7571 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
385 M GREGG 3.216 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
385 M GREGG 7.85 ACRES		CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063--180
4;PT3& 5;6 I O T BRITTON 2.388 ACRES		MARTIN MARIA E	932 COOK ST	MIDLOTHIAN, TX	76065
432 LOTS 1-3 & PT4 & 10 & 11 & PT 12 BLK 10 432 H HENDERSON		SOUTHWEST DYNAMICS SERVICE INC	PO BOX 201807	ARLINGTON, TX	76006
432 H HENDERSON 0.5 ACRES		BALLARD JOE ETAL	1200 N HOUSTON ST	COMANCHE, TX	76442--178
432 H HENDERSON 1.5 ACRES		BRITTON CEMETERY	4510 BRITTON RD	MANSFIELD, TX	76065--400
432 H HENDERSON 65.603 ACRES		ABRAMS MYRNA P	2315 MEADOW DR SOUTH	WILMETTE, IL	60091--220
432 H HENDERSON & 616 J LAWRENCE 69.500 ACRES		MC VEAN MELINDA LOU & FRED BAL	1200 N HOUSTON ST	COMANCHE, TX	76442--178
616 385 J LAWRENCE M GREGG 0.223 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725

Thursday, April 20, 2023

Page 1 of 3

Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
616 385 J LAWRENCE M GREGG 19.575 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 1.755 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 16.263 ACRES		THREE SIXTY REALTY INC	% MR ROSWELL M CURTIS III	DELRAY BEACH, FL	33483--725
616 385 J LAWRENCE M GREGG 36.26 ACRES		PHILLIPS FAMILY LIVING TRUST	3320 CHADWELL	DALLAS, TX	75234
616 J LAWRENCE 0.667 ACRES 75234--512		PHILLIPS JUDITH A	3320 CHADWELL DR	FARMERS BRANCH, TX	
616 J LAWRENCE 1.886 ACRES		SUNBELT LAND INVESTMENT 360 LT	*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
616 J LAWRENCE 101.284 ACRES		SUNBELT LAND INVESTMENT 360 LT	*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
616 J LAWRENCE; 432 H HENDERSON 5.217 ACRES		GREENWAY TRAILS OWNERS ASSOCIA	5757 ALPHA RD STE 680	DALLAS, TX	75240--478
8 1 O T BRITTON 0.517 ACRES		CLARK RONALD CHARLES	920 NOAH ST	MANSFIELD, TX	76065--902
E 225 OF 1 1 O T BRITTON 1.031 ACRES		MASSEY DANIEL J	4150 BRITTON RD	MANSFIELD, TX	76063--871
GREGG, MELTON SURVEY	A 560	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
J LAWRENCE 5.068 AC		TARRANT CO WATER	800 E NORTHSIDE DR	FORT WORTH, TX	76102--101
LOT 1 BLK 1 CREED CONCEPTS ADDN .408 AC		CREED CONCEPTS LLC SERIES C	1105 HUNTINGTON TRL	MANSFIELD, TX	76063
LOT 10 BLK 1 O T BRITTON-REV 0.516 AC		MIZER BILLY & KIMBERLY KELLY	936 NOAH ST	MIDLOTHIAN, TX	76065
LOT 1R BLK 1 MARANATHA RANCH 5.392 AC		MASSEY DAN J	4000 BRITTON RD	MANSFIELD, TX	76063
LOT 6R1, 6R2 & 6R3 BLK 2 O T BRITTON-REV 0.594 AC		HARTMAN BEN	509 ALVARADO ST	MANSFIELD, TX	76063--193
LOT 7 BLK 2 O T BRITTON-REV 1.085 AC		MASON SANDRA L	936 COPE ST	MIDLOTHIAN, TX	76065
LOT 9 BLK 1 O T BRITTON-REV 0.691 AC		CUEVAS KENEDI H	950 E PLEASANT DR	DALLAS, TX	75217--446
LOT PT 4 BLK 6 O T BRITTON-REV 0.881 AC		MASSEY DAN J	4150 BRITTON RD	MANSFIELD, TX	76063--871

Property Owner Notification for ZC 23-005

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
LOT PT 5 BLK 1 O T BRITTON-REV 0.37 AC		STORY HAROLD R & SUE	4224 BRITTON RD	MANSFIELD, TX	76063--872
LOT PT 6 O T BRITTON-REV	0.17 AC	MUWAQUET MARWAN F	9606 FAIRWAY VISTA DR	ROWLETT, TX	75089
LOT PT 7 BLK 1 O T BRITTON-REV .496 AC		TRIPLE K ASSETS LLC	2909 TURNER WARNELL RD	ARLINGTON, TX	76001
NEILL, SAMUEL C SURVEY	A 1159	CITY OF MANSFIELD	1200 E BROAD ST	MANSFIELD, TX	76063-1805
NEILL, SAMUEL C SURVEY	A 1159	BUTLER HERITAGE LLC	PO BOX 297	LANCASTER, TX	75146
W 150 OF 11 O T BRITTON	0.689 ACRES	MASSEY FRANK A	3953 BETTY LN	CLEBURNE, TX	76031--000
WPT 51 O T BRITTON	0.5 ACRES	MASSEY DANIEL JAY	4150 BRITTON RD	MANSFIELD, TX	76063--871

METES AND BOUNDS DESCRIPTION TRACT 1

BEING a tract of land situated in the Joseph Lawrence Survey, Abstract No. 616, Ellis County, Texas, being part of a tract conveyed to Three Sixty Realty, by deed recorded in Volume 789, Page 234 of the Deed Records of Ellis County, Texas and Phillips Family Living Trust, by deed recorded in Volume 1106, Page 599 of the Deed Records of Ellis County, Texas with the subject tract being more particularly described as follows:

BEGINNING at the northwest corner of a tract of land conveyed to Sunbelt Land Investments / 360 Ltd., by deed recorded in Volume 2746, Page 1136 of the Deed Records of Ellis County, Texas and lying in the northeast right-of-way line of State Highway 360 (variable width right-of-way);

THENCE around a curve to the left along said northeast line of State Highway 360, having a central angle of 12°58'09", a radius of 5969.58 feet, a chord of N 12°18'07" W - 1348.35 feet, an arc length of 1351.23 feet;

THENCE, N 18°47'11" W, 101.64 feet along said southeast line of State Highway 360, to a point lying in the southwest line of Tarrant County Water Control, by deed recorded in Volume 531, Page 541 of the Deed Records of Ellis County, Texas;

THENCE, S 52°43'27" E, 1699.40 feet along said southwest line of Tarrant County Water Control tract to the north corner of said Phillips Family Living Trust tract;

THENCE, S 52°28'13" E, 409.60 feet to the most eastern corner of said Phillips Family Living Trust tract and lying in a northerly line of Sunbelt Land Investments / 360 tract;

THENCE, S 63°07'54" W, 372.35 feet to an interior ell corner of said Sunbelt Land Investments / 360 tract;

THENCE, N 30°31'30" W, 306.48 feet to an interior ell corner of said Sunbelt Land Investments / 360 tract;

THENCE, S 75°08'39" W, 899.32 feet along said northerly line of Sunbelt Land Investments / 360 tract to the POINT OF BEGINNING with the subject tract containing 899,317 square feet or 20.6 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

METES AND BOUNDS DESCRIPTION – TRACT 2

BEING a tract of land situated in the Milton Gregg Survey, Abstract No. 385, Joseph Lawrence Survey, Abstract No. 616 and the Hugh Henderson Survey, Abstract No. 432 in Ellis County, Texas, being part of a tract conveyed to Three Sixty Realty Inc. by deed recorded in Volume 789, Page 234 of the Deed Records of Ellis County, Texas, and Phillips Family Living Trust, by deed recorded in Volume 2556, Page 2207 of the Deed Records of Ellis County, Texas, and Melinda Lou McVean by deed recorded in Volume 2392, Page 483 of the Deed Records of Ellis County, Texas, and Myrna Abrams by deed recorded in Volume 2575, Page 2189 of the Deed Records of Ellis County, Texas, and Fred B. Ballard by deed recorded in Volume 1806, Page 2460 of the Deed Records of Ellis County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a southwest corner of said Three Sixty Realty tract, lying in the northeast right-of-way line of State Highway 360 (variable width right-of-way) and lying in the north line of Tarrant County Water Control, by deed recorded in Volume 531, Page 538 of the Deed Records of Ellis County, Texas;

THENCE along said northeast line of State Highway 360, the following courses and distances:

N 18°47'11" W, 291.27 feet; N 01°36'17" E, 53.87 feet;

N 18°47'11" W, 129.12 feet; N 50°01'49" E, 52.12 feet;

N 15°56'33" W, 144.88 feet to a point lying in the centerline of Lone Star Road;

THENCE along said centerline of Lone Star Road, the following courses and distances:

N 59°50'58" E, 305.20 feet; N 29°59'28" W, 75.59 feet;

N 59°47'15" E, 114.84 feet;

S 29°53'13" E, 5.87 feet to the northwest corner of said Phillips Family Living Trust tract;

N 60°06'47" E, 117.74 feet to the northwest corner of a tract of land conveyed to City of Mansfield, by deed recorded in Instrument No. 2245479 of the Deed Records of Ellis County, Texas;

THENCE around the boundary of said City of Mansfield tract, the following courses and distances:

S 29°53'13" E, 545.83 feet;

N 61°17'33" E, 582.04 feet to the northwest corner of said Melinda Lou McVean tract;

N 60°22'31" E, 652.78 feet;

N 30°15'29" W, 800.00 feet to the northwest corner of said Ballard tract and lying in the centerline of Britton Road;

THENCE, N 89°14'31" E, 1492.78 feet along said Britton Road to the northwest corner of Lot 1-R, Block 1 of Maranatha Ranch Addition, an addition to Ellis County, Texas, according to the plat thereof recorded in Cabinet D, Page 256 of the Plat Records of Ellis County, Texas;

THENCE along the boundary of said Lot 1-R, Block 1, the following courses and distances:

May 2, 2023

S 01°17'07" E, 213.06 feet; S 19°48'31" W, 181.44 feet;

N 65°11'29" W, 192.67 feet; S 64°29'31" W, 578.74 feet;

S 30°20'08" E, 320.06 feet to the northwest corner of said Myrna Abrams tract;

N 64°29'31" E, 694.54 feet;

N 16°55'29" W, 125.71 feet;

N 19°48'31" E, 195.03 feet;

N 70°17'29" W, 15.00 feet;

N 01°11'29" W, 106.45 feet;

N 43°48'31" E, 77.78 feet;

N 00°03'49" W, 43.92 feet to the northwest corner of said Abrams tract;

THENCE, N 89°56'11" E, 225.23 feet along said centerline of Britton Road to the northwest corner of The Original Town of Britton Addition, an addition to Ellis County, Texas, according to the plat thereof recorded in Volume 158, Page 45 of the Plat Records of Ellis County, Texas;

THENCE along the southwest line of Original Town of Britton, the following courses and distances:

S 07°00'12" E, 24.57 feet;

S 00°03'49" E, 200.00 feet;

N 89°41'11" E, 300.28 feet;

S 35°18'49" E, 991.11 feet to a northern corner of Corp. of Engineers tract;

THENCE, S 17°41'11" W, 423.06 feet to a northern line of Britton Cemetery;

THENCE, S 76°48'57" W, 197.52 feet to a 114 foot x 381 foot save and except tract out of Britton Cemetery;

THENCE, S 11°48'49" E, 381.00 feet along said save and except tract;

THENCE, N 78°11'11" E, 202.02 feet along said save and except tract at a corner of said Corp. of Engineers tract;

THENCE, S 06°34'48" E, 872.63 feet along said western line of said Corp. of Engineers tract to the northeast corner of a tract of land conveyed to Greenway Trails Owners Association, by deed recorded in Instrument No. 2122809 of the Deed Records of Ellis County, Texas;

THENCE, S 89°51'37" W, 780.69 feet to the southwest corner of said Myrna Abrams tract;

THENCE, S 89°14'31" W, 322.22 feet to the northwest corner of said Greenway Trails Owners Association tract and the northeast corner of said Sunbelt Land Investments tract;

May 2, 2023

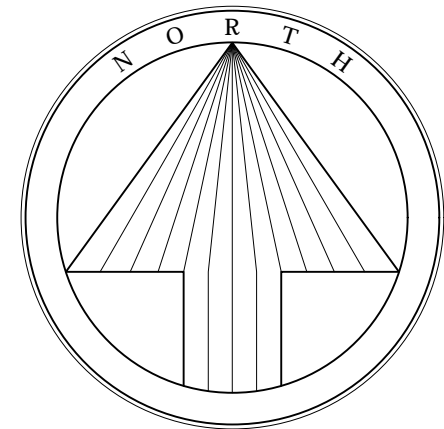
THENCE, S 61°44'31" W, 741.67 feet to the southwest corner of said Melinda Lou McVean tract;

THENCE, S 62°29'06" W, 399.37 feet to the most southern corner of said Phillips Family Living Trust tract;

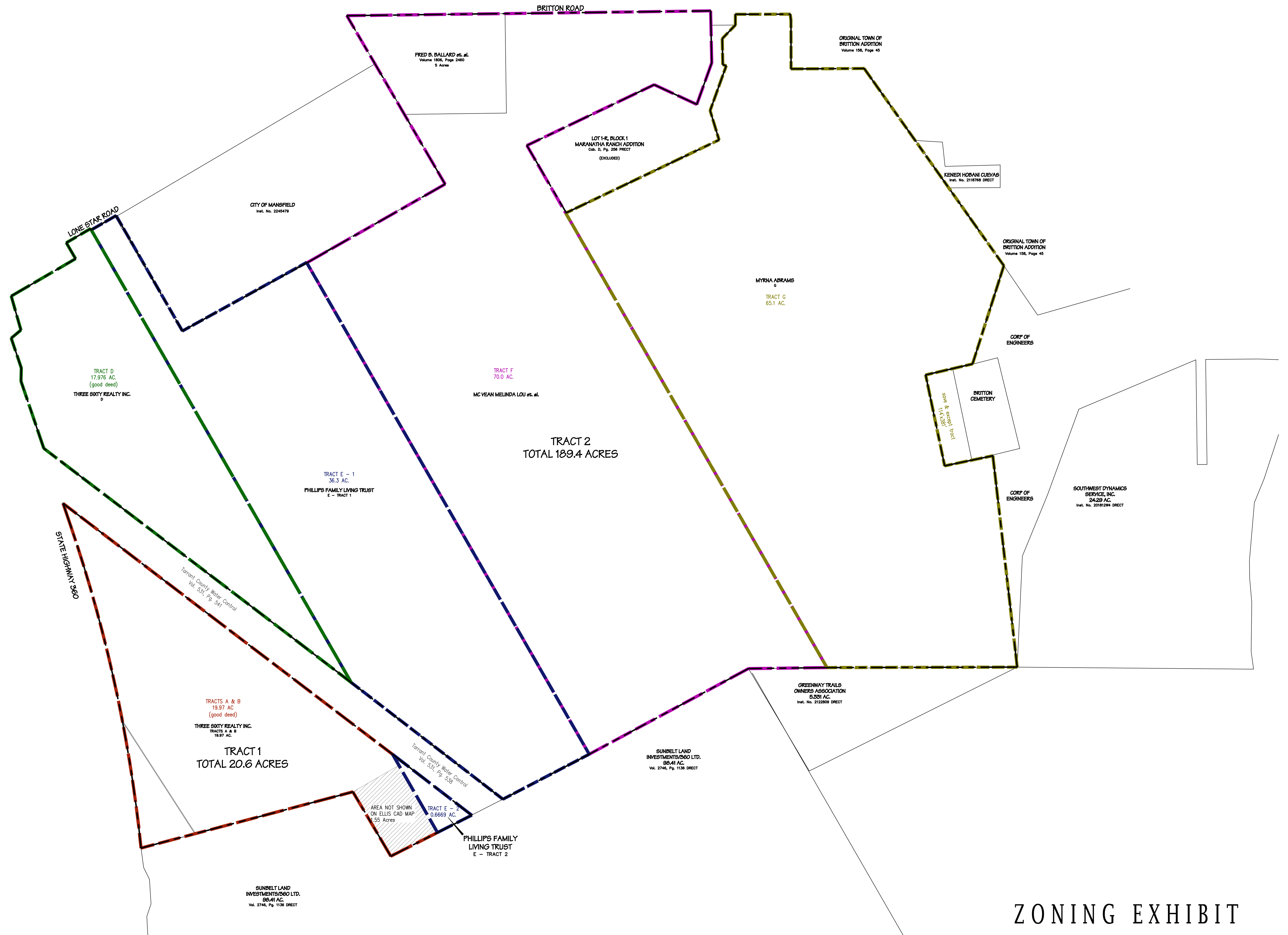
THENCE, N 52°26'13" W, 785.00 feet to the southern corner of said Three Sixty Realty tract;

THENCE, N 52°43'03" W, 1585.54 feet along the southwest line of said Three Sixty Realty tract, to the POINT OF BEGINNING with the subject tract containing 8,251,953 square feet or 189.4 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



200 0 100 200 400
1 inch = 200 ft.



ZONING EXHIBIT

CITY OF MANSFIELD
ELLIS COUNTY, TEXAS

Scale: 1" = 200' May, 2023 SEI Job No. 21-255



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5541

Agenda Date: 9/25/2023

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, Approving a Professional Services Agreement with RSM Design for the Branding and Wayfinding Design for the LinQ Innovation District, in an Amount not to Exceed \$245,500

Requested Action

To Consider the Resolution Approving the Agreement

Recommendation

Approve the Resolution

Description/History

In an effort to identify, brand, and promote the city's innovation corridor, The LinQ, staff worked with Vieste and OmniPlan architects on recommendations for a professional branding firm to assist with these efforts. RSM Design submitted a branding and wayfinding signage design proposal for The LinQ innovation district. RSM Design has worked on notable and upscale districts such as Legacy West in Plano and the new development within the Fort Worth Stockyards. The goal of working with this design firm is to create elevated and cohesively branded districts with unique identities that will become well known to visitors around the world. The scope of work includes logo design, a full branding package, a website landing page, and a wayfinding signage schematic design.

Justification

To create a centralized district brand

Funding Source

TIRZ #1

Prepared By

Jason Moore

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RSM DESIGN FOR THE BRANDING AND WAYFINDING DESIGN FOR THE LINQ INNOVATION DISTRICT, IN AN AMOUNT NOT TO EXCEED \$245,500; 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, the City is seeking to provide branding and ancillary services pertaining to the Linq Innovation District; and,

WHEREAS, staff has received a proposal from RSM Design and recommends engaging RSM Design for said services; and,

WHEREAS, funding from TIRZ #1 is available in the amount necessary to cover the cost of the proposed services.

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 Agreement with RSM Design in an amount not to exceed \$245,500.00, attached hereto as Exhibit "A" is hereby 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 25TH DAY OF SEPTEMBER, 2023.**

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 **RSM DESIGN**, 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. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. 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 Two Hundred Forty Five Thousand Five Hundred Dollars and 00/100 (\$245,500) 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 "A".

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. REVISIONS OF SCHEMATIC DRAWINGS

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

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

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

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

PROFESSIONAL shall be available for all workshops, conferences and meetings with CITY, as outlined in Exhibit "A", 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 VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, 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 VIII.
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. For the avoidance of doubt, PROFESSIONAL will not be responsible for providing any trademarks or copyrights for the final brand elements.

ARTICLE IX. **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 \$500,000 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 \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$100,000 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 \$250,000 per occurrence. Subject to limit of liability in Exhibit "A".
- 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 X. 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 XII. 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 XIII. 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 XIV. 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 XV. 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 XVI. 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 XVII. 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, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, 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 XVIII. SEVERABILITY

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

ARTICLE XIX. INDEPENDENT CONTRACTOR

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 XX. 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 XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including 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 XXIII.
APPLICABLE LAW

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

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, 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 XXV.
HEADINGS**

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

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

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

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 XXIX.
CONSTRUCTION OF CONTRACT**

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

**ARTICLE XXX.
NOTICES**

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

If intended for City, to: City of Mansfield
Mansfield Economic Development Corporation
Attn: Jason Moore, Director of Economic Development
301 S. Main St.
Mansfield, Texas 76063
(817) 728-3651

If intended for Professional, to: RSM Design
Attn: Harry Mark, FAIA, Principal
408 W. 8th St., Suite 201
Dallas, Texas 75208
(949) 842-0713

ARTICLE XXXI.
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.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, 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: _____
Jason Moore
Executive Director of Economic Development

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
RSM Design

By: Harry Mark
Harry Mark, FAIA
Principal

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Jason Moore, Executive Director of Economic Development of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Harry Mark, FAIA, Principal of RSM Design.

Notary Public in and for the State of Texas

PROPOSAL FOR NARRATIVE, BRANDING, and SIGNAGE DESIGN

The LINQ

Mansfield, TX

NOVEMBER 07, 2022

REVISION #1: August 04, 2023

REVISION #2: August 08, 2023

REVISION #3: August 21, 2023

REVISION #4: September 18, 2023

SUBMITTED TO:

Jason Moore & Rachel Bagley

Mansfield Economic Development Corporation

301 S. Main St.

Mansfield, TX 76063

817.728.3651

jason.moore@mansfield-texas.com

rachel.bagley@mansfield-texas.com

PREPARED BY:

Harry Mark, FAIA

RSM Design

408 W. 8th Street, Suite 201

Dallas, TX 75208

T 949.842.0713

harry@rsmdesign.com

Project Overview + Process

RSM Design is pleased to submit this branding and signage design proposal to Jason Moore and Rachel Bagley, with the Mansfield Economic Development Corporation, for “The LINQ” branding and signage project located in Mansfield, TX. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for the project branding and signage.

PLEASE NOTE: This proposal is split into two parts. The first part or section focuses on the narrative and branding for the project. Followed by the second part which is the scope and process for the signage / environmental graphics.

PART 1: Branding Scope

The LINQ - Brand Development:

- Core brand and project values
 - Brand “story” or narrative, and vision palettes
 - Overall brand identity design
 - Typography, color, and brand palettes
 - Logo Usage Guidelines / Brand Standards Manual
 - Web Landing Page
 - Brand Pitch Book
-

PART 1: Branding Work Phases + Deliverables

Our branding process includes.....

DISCOVERY: Finding the Thread

Every project has a story to tell. We uncover the essence of a place and the attributes that differentiate its unique sense of culture & character, creating a layered narrative that is woven into the brand touchpoints and the environment.

STRATEGY: Articulating the Brand

Once we have discovered the essence of the brand story, we articulate the narrative into a series of strategic guides, positioning the brand for success in the market. These serve as benchmarks to align the design and client teams as we bring the story to life in the design phase.

DESIGN: Creating the Visual Experience

We believe in designing with the user in mind to create engaging holistic experiences. Whether it's a simple printed card or a full-scale environmental installation, we bring details of the story into all we create, capturing the mood and essence of your strategy into expressive touchpoints that resonate in the mind of your audience.

BRANDING PHASE 1: NARRATIVE, STRATEGY, AND VISION

Step 1: Clarification

RSM Design will lead a detailed discussion and workshop with the client team and stakeholders to gain a clear understanding of the aspirations, expectations, goals, and objectives for the project brand. This will facilitate RSM Design's understanding of the project's unique challenges and opportunities.

Step 2: Discovery and Analysis

RSM Design will research and investigate the community and context to discover the unique "DNA" of the project brand, by investigating what makes this project distinctive by uncovering cultural references, history, stories, and people that define the character of the area. This may include investigations into items such as area demographic and target audience, site context character, other local project brands, and current and future project uses.

Step 3: Communicate – Create the Brand Narrative & Vision

RSM Design will then create a comprehensive brand strategy articulating the project's narrative, positioning, essence, pillars, tonal filters and key messaging. This strategy will

be delivered in a brand vision document that will communicate both the strategic foundation and unique narrative story of the project, articulating the role the project will play in the lives of its audience. The brand vision will visually communicate initial stylistic approaches to the brand with suggested materials, color, and type palettes for the brand direction and will be used as a benchmark for design decisions moving forward.

Branding Phase 1 Deliverables

- Brand vision document articulating the brand narrative, positioning, essence, pillars, tonal filters and key messaging
- Brand narrative that communicates the brand's unique story
- Findings appendix including market context and audience definition
- Deliverables will be compiled into a JPG formatted PDF

Branding Phase 1 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the brand narrative package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the contract and mobilization fee, RSM Design will present a detailed schedule of milestone presentations and deliverables.

Branding Phase 1 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

BRANDING PHASE 2: BRAND IDENTITY

RSM Design will develop a logotype and/or brand mark and brand support language that will be an integral part of the overall vision of the project, capturing the project's character and unique identity of the project. RSM Design will develop up to four original logo design directions, along with appropriate support graphics including pattern and icon language to further communicate the brand. One round of revisions to a single

brand direction included in the process and fee. Please note, after the initial presentation of logos, and the client's selection of a single logo direction to pursue, further refinement will be based on the selected direction. RSM Design will develop of the selected logo to further study showing them in digital and/or print prototype applications and other collateral. All prototypes will be specific to your project and may not include specific digital or print prototypes.

Branding Phase 2 Deliverables

- Up to four unique brand expressions including logo and brand mark designs, color, typography, support graphics and imagery for the overall project
- Photo-realistic mockups of brands illustrating their use in conceptual designs (i.e. – collateral, promotional items, marketing pieces, etc.)
- Please note, logos for individual amenities or destinations within the project are not included in this process
- Final overall project logos and brand marks delivered in .ai, .eps, and .pdf formats
- Deliverables will be compiled into a PDF presentation

Branding Phase 2 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the project logo design after approval to proceed is received.

Branding Phase 2 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 3: BRAND STANDARDS MANUAL

RSM Design will develop a brand standards manual to illustrate proper use of the brand in print, advertising, and digital applications. This comprehensive document provides valuable guidance for brand usage and ensures consistency, serving as a strategic framework for all visual assets. This may include logo guidelines, typographic and color systems, prototypes, logo clear space, and minimum and maximum logo sizing.

RSM Design will present the manual to the client for review and comment and make a maximum of one round of revisions based on the received comments. Please note, physical printing of the brand standards manual is not included in the proposal since it is assumed to be a digital document.

Branding Phase 3 Deliverables

Based on the approval of the selected brand, RSM Design will prepare a brand standards manual package that will include:

- All approved logo configurations
- Approved CMYK, RGB and Pantone color call outs
- Logo uses, prohibited uses and clear space
- Minimum & maximum sizing
- Final logo and brand guidelines submitted in .pdf format
- Photo style guide and up to 10 image stock photo library

Branding Phase 3 Schedule

RSM Design respectfully requests three to four weeks for the preparation of a brand standards manual once a brand is selected.

Branding Phase 3 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 4: BRAND/PITCH BOOK

Building off the brand identity, RSM Design will create a digital and printed brand book, targeted at partners and stakeholders for the project, defining the mission, goals, benefits, details and story for the new phase of Stockyards development. Our process has been refined to maximize collaboration with the client teams, engaging them in a series of steps as follows:

Step 1: Conceptual Design

Building off the brand identity, RSM Design will generate up to two conceptual designs for a brand book. This document will contain a content outline as well as conceptual photoshop mockups that communicate the visual look and feel, format, size, and production specifications for the book. Following this, one round of revisions will be implemented and delivered in a revised presentation, integrating client comments, and refining a single preferred design direction before moving into copywriting and layout of the full brand book.

Step 2: Copywriting & Layout

Once a format and content outline are approved, RSM Design will develop a fully written and designed layout of the brand book. This document will communicate the story, vision, and details of the project in an engaging visual narrative, serving to align and attract partners for the project, and giving context to and gaining approval from various stakeholders and civic entities.

RSM Will then deliver a flat draft of the book in PDF format to the client team for review and markup, implementing one round of copy and design revisions to the full book. An estimated twelve hours of copywriting and one round of revision are included in the scope and fee. If subsequent rounds of revision are desired by the client team RSM Design can implement these changes further at hourly fees identified in the appropriate sections of this proposal.

Step 3: Final Files, Bidding, and Production Oversight

Once the draft of the book is approved by the client team, RSM Design will output a digital version of the book for the team's use and prepare final files for quoting and production of the brand book.

RSM will then coordinate with print partners to get quotes for production and guide the project through completion of the final printed product.

Branding Phase 4 Deliverables

Conceptual Designs are compiled into a PDF document including:

- Brand Book – Content outline, copywriting and page layout for a 12 page digital PDF presentation
- Print ready files for production
- Quote package, bidding, and production oversight
- Design and printing oversight only, fee does not include printing or production costs.
- Demographics, case studies, charts, and statistical graphics to be provided by the client team. We will revise the info graphics as needed to be consistent with the brand direction.
- If the client wishes to have more than the noted number of pages within the brochure, each additional numbered page layout will be an additional fee.
- The final brochure will be developed into a PDF as well as a press ready file for the team's use. It will include printer specifications with paper, color and final packaged production files.

Branding Phase 4 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the brand book. Printing timeframes may vary and are not accounted for in the schedule. Upon approval of a printer and production quote, RSM Design will update the client with a defined schedule for production based on timelines provided by the chosen vendor.

Branding Phase 4 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 5: WEB LANDING PAGE

Utilizing the copy and key messaging developed in previous phases RSM Design will design a single page scrollable teaser website. The goal of the site will be to serve a temporary digital representation for the brand and project while the project is in early development phases. The site will include a call to action designed to create leasing leads and a form for collecting contact information. The site will be designed and reviewed on the Figma platform.

Branding Phase 5 Deliverables

- Design and development of a single page scrollable website with contact form

Branding Phase 5 Schedule

RSM Design respectfully requests an estimated six weeks for design and development of the landing page website. RSM Design will make a maximum of one round of revisions, based on the received comments.

Branding Phase 5 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

Branding: Additional Scope Items

The following branding scope items are not included in this initial proposal's scope and fees but are listed here for your consideration.....

- Extended logo “family” / logo components design
- Component naming for individual uses such as multifamily or office
- Brand and marketing collateral – stationery, business cards, letterhead, Email signature, etc.
- Leasing brochures (digital and printed)

- Specific brand / marketing collateral for project components (i.e. – individual residential buildings, office park)
 - Social media templates / brand approaches
-

PART 2: Signage Scope

The LINQ Signage:

Overall Project:

- Signage narrative / vision palettes
- Signage design from concepts, schematic design, and masterplan guidelines
- Masterplan-level signage location plans
- Material, color, and type schedules

Exterior Site Signage:

- Primary site identity / gateway monumentation
- Secondary identity monumentation
- Prototype primary and secondary vehicular directionals
- Prototype parking identities / directionals
- Prototype pedestrian directories (map artwork not included)
- Prototype pedestrian directionals
- Prototype enhanced regulatory signage
- Prototype corporate campus or individual office building freestanding identity monumentation (two different sizes)

- Prototype retail / outparcel individual building or tenant identity monumentation
- Prototype office major tenant identity totem / pylon
- Prototype building-mounted identities / building addresses

Additional Signage Scope:

- Concept specialty placemaking elements
- Tenant identity signage criteria / guidelines

Please note: For all signs indicated as “Prototype” above, RSM Design will provide type and messaging standards. All final locations, quantities, and messaging for prototype signage is to be completed by the selected signage fabricator.

PART 2: Signage Work Phases + Deliverables

SIGNAGE PHASE 1: VISION / CONCEPT DESIGN

Data Collection

RSM Design will investigate the project context and community to understand the unique characteristics of the project’s location and positioning. This may include looking into items such as area demographic studies, target audience, site context character, and comparable projects in the area. RSM Design will collect all relevant site information and drawings from the project team or client including architectural drawings, initial design work, applicable sign codes (*to be provided by client*). Additionally, RSM Design will review with the client the project budget, construction phases, scope, and schedule.

Vision Workshop

To kick off the signage and graphic design scope, an interactive workshop will be led by RSM Design to enable the team to present initial vision thoughts, goals and objectives, conceptual ideas, and gain an understanding of the design direction developed by the extended project team. The intended goal of the workshop will be to discuss initial approaches to the signage or graphics and establish the initial vision direction that aligns with the other consultant work and positioning of the project.

Concept Design

Based on the data collection, research, and vision workshop, RSM Design will develop concept designs and initial palettes for the signage scope. Using reference images and computer-generated design “sketches,” the concept design package will convey the character of the concept direction for the signage and graphics. RSM Design will also prepare a signage location plan to identify preliminary locations for each sign type. Please note, dimensions and material callouts are not added to the drawings in the concept design phase, as the drawings focus on overall design aesthetics and approaches.

Signage Phase 1 Deliverables

- Vision reference palettes and images
- Conceptual signage location plans
- Maximum of two different concept design families will be presented; one modification to the initial submitted design approaches is included
- Major sign types will be presented to convey the overall conceptual design approach, but not every sign will be designed at this initial concept stage
- Concept deliverables will be compiled into an 11” x 17” JPG formatted PDF

Signage Phase 1 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the concept design package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the

contract and mobilization fee, RSM Design will present a detailed schedule of milestone presentations and deliverables.

Signage Phase 1 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

SIGNAGE PHASE 2: SCHEMATIC DESIGN

After the completion of Phase 1 and the client's written approval of the concept design package and their authorization to proceed, RSM Design will develop a single selected scheme based on the concept directions and will further develop drawings for all scope items. During this phase RSM Design will prepare schematic design drawings showing the sign types, shapes, sizes, recommended materials, colors, and finishes for review of the design directions. Major material notes and major dimensions will be added to the concept drawings. RSM Design will coordinate closely with the consultant team on specific sign locations, along with conceptual locations for electrical needs and/or backing. Please note, the schematic design drawings are not intended for construction or final pricing and do not contain details nor enough information for a bid set of drawings. The drawing package does not include signage specifications.

Signage Phase 2 Deliverables

- Schematic design computer-generated drawings for each sign in the scope
- Drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections
- A single direction of each design is presented, having been selected from the multiple concept options
- Signage location plan
- Schematic design deliverables will be compiled into an 11" x 17" JPG formatted PDF

Signage Phase 2 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the schematic design package after written authorization to proceed from concepts is received from the client.

Signage Phase 2 Meetings

For each project, RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

SIGNAGE PHASE 3: MASTERPLAN GUIDELINES

RSM Design will prepare a masterplan signage guidelines package that can be used as a manual or reference for future development within the project. Each sign type will have schematic design level drawings, major materials and dimension, notes, and reference photographs as needed to convey the general design intent. Please note, the master plan drawings are not intended for construction or final pricing and do not contain details necessary for a bid set of drawings.

Signage Phase 3 Deliverables

- Schematic design computer-generated drawings for each sign type
- Written signage descriptions, materials, sign areas, and major dimensions
- Sign reference imagery, as needed
- Signage location plan
- Masterplan deliverables will be compiled into an 11" x 17" JPG formatted PDF

Signage Phase 3 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the signage masterplan guidelines after written authorization to proceed from schematic design is received.

Signage Phase 3 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

ADDITIONAL SCOPE ITEM DEVELOPMENT

CONCEPT SPECIALTY “PLACEMAKING” GRAPHICS

RSM Design will develop concept specialty “placemaking” graphics for the project. Examples can include items such as sculptural feature elements, architectural patterns, community art programs, painted murals, hardscape inset elements, banners, advertising and life-style panels, enhanced street name identities and regulatory signs, to name a few. If requested, further development and creation of artwork for any specialty placemaking graphics will be addressed in a future proposal.

Concept Specialty “Placemaking” Graphics Deliverables

- Reference vision example images that communicate the design approaches
- Up to six different specialty graphic concepts (one concept for each location)
- One round of revisions to the original submission is included
- Meetings will be included with the signage design phases

TENANT IDENTITY SIGNAGE CRITERIA

RSM Design will prepare tenant identity signage criteria guidelines for the specified project components that will be composed of written criteria and prototype representative reference photos. The guidelines will emphasize the project’s overall vision and be subdivided by unique districts or zones (if needed) to focus on different applications. The tenant identity signage criteria will be developed in conjunction with the development of the overall project signage and graphics. The guidelines will address prototype tenant signage locations and will include up to six prototype location

elevation diagrams showing the signage application on a typical façade or storefront....every tenant identity location will not be addressed. The following tenant signage components will be addressed in the criteria:

- Primary tenant signage (building, façade, or bulkhead mounted)
- Secondary tenant signage (blade signs, awnings, canopies)
- Tertiary tenant signage (doors, door plaques, windows, floor features)

RSM Design will provide the information to the client to be incorporated into the overall architectural storefront or project guidelines document. RSM Design does not include architectural storefront guidelines, but only focuses on the tenant signage.

Tenant Identity Signage Criteria Deliverables

- Written guidelines outlining acceptable and unacceptable identity uses, applications, materials, lighting, and content
- Reference photos as needed to convey signage intent and applications
- Maximum of six prototype elevation location diagrams
- Maximum of two revisions to the initially submitted document, as needed
- Deliverables will be 8 ½" x 11" formatted Adobe InDesign or PDF

Tenant Identity Signage Criteria Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the tenant identity criteria document.

Tenant Identity Signage Criteria Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

Signage: Additional Scope Items

The following signage scope items are not included in this initial proposal's scope and fees but are listed here for your consideration.....

- Signage design development / bid documents / message schedules
- Specialty graphics beyond concepts / final artwork
- Signage bidding assistance
- Signage fabrication observation / shop drawing review

Clarifications & Exclusions

RSM Design has made the following clarifications and exclusions for this overall proposal – both branding and signage....

- **Trademark:** RSM Design relies on the client's trademark attorney for any new name and logo trademark searches and providing any trademarks and copyrights for the final brand elements.
- **Photography:** Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only. Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.

- **Package Distribution:** RSM Design assumes that all design packages prepared for this project are for internal review and internal distribution only. All other uses, including external or digital publication, are outside the original intent of the documents, and are not included in this proposal's scope and services.
- **Tenant Submittals:** RSM Design's base contract does not include the design or review of individual tenant identity signage, building mounted locations for all major tenant identities, tenant lease submittals, tenant storefront guidelines, tenant signage criteria, and tenant submittal review unless specified; RSM Design will not be responsible for obtaining tenant logo vector artwork from tenants.
- **Deliverables:** RSM Design's base contract does not include the design of temporary construction and barricade graphics, directory maps, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- **Prototype Signage, Code Signage, Message Schedules:** As a cost savings to the client, RSM Design recommends prototype designs for indicated sign types within the scope. These prototype designs include guidelines for color, font, mounting, materials, etc. RSM Design assumes the selected sign fabricator will document locations, quantities, and message schedules for the prototype signs. Prototype signs include, but are not limited to: interior and exterior code-required signs for elevators, exiting, fire, evacuation maps, stairs, emergency shelters, typical rooms, etc. RSM Design assumes that all "Life Safety" and fire signage is in the architect's base building drawings. RSM Design assumes that the civil engineer will program all standard site vehicular regulatory sign locations (stop, yield, mph, accessible, pedestrian, etc.). Initial message schedules for non-prototype signs are generated with the client's direct involvement and final message schedules will need client sign off prior to fabrication.
- **Bid Documents:** It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not "stamp" drawings for construction - this is done by the selected sign fabricator.

- **Drawings and Specification Formats:** RSM Design does not work within AutoCAD, Revit, BIM, and Bluebeam, and only provides specific file artwork formats generated with the latest Adobe Illustrator CS and InDesign CS software. Additionally, RSM Design generates all packages in 11' x 17" or A3 JPG formatted PDF documents. RSM Design does not provide specifications in MasterFormat or MasterSpec formats, however does provide sign industry standard general specification recommendations. If a client or architect requests AutoCAD files or drawing / specification formats other than what is specified above, than additional services will be needed and discussed prior to beginning the request. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.
- **Signage Fabrication:** RSM Design is not a sign fabricator and as such, RSM Design does not provide engineering, permitting, construction documents, nor fabrication of the final signs or any material samples or signage mock-ups. RSM Design will not be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables. However, if RSM Design is authorized to provide fabrication observation services, we will include the review of shop drawings and the review of materials and mock-ups (provided by the fabricator).
- **Scope Exclusions:** RSM Design has not included the following in this proposal....signage design beyond schematics / masterplan guidelines; signage specifications; specialty graphics beyond concepts; design of any interior building or parking garage signage; advertising / revenue generating signage; digital hardware / software specifications; bike or hike/ bike trail signage; park and park amenity signage.

Additional Information

WOMEN BUSINESS ENTERPRISE (WBE)

RSM Design is a certified Women Business Enterprise and is certified nationally by the National Women Business Owners Corporation. Additionally, we are a certified WBE in the state of Texas by the Texas Unified Certification Program and North Central Texas Regional Certification Agency. With our affiliation and participation in this program we hope our WBE status helps the projects' diversity requirements for ethnic or gender minority subcontractors, and opportunities with local, state, and federal agencies.

DIVERSITY - WE ARE BETTER TOGETHER

RSM Design is a culture of creativity. A studio where everyone is welcome. We believe in embracing our differences, valuing diversity and inclusion, growing our team and business in ways that celebrate our unique cultures, experiences, and perspectives. Our team believes in a killer growth mindset, keeping your word and doing the right thing. We know that design has the power to bring great change, and the spaces and communities that we design enrich each person's sense of place. RSM Design's commitment is to continually work to give our team, clients, and end-users a platform to share their voice and create a culture where you can be yourself.

SUSTAINABILITY - A SUSTAINING PROCESS

The RSM Design studio works to practice sustainable initiatives within our everyday environments and design projects focusing on becoming more resourceful, resilient, or regenerative. Our working environment focuses on energy efficiencies, paperless design processes, low-carbon footprint practices and employee well-being programs. Within the practice, process, and product of design, the team at RSM Design feels

strongly about our commitment to improve sustainable methodologies. Our commitment spans from locally sourced material specifications to fabrication partners that promote positive recycling, disposal, smart start design strategies, and healthy building practices. Our leadership team is certified as LEED Green Associates, WELL Building, FITWELL or U.S Green Building Council experts.

DESIGN USAGE + ACKNOWLEDGMENT

Original branding, logos, naming approaches, vision books, signage designs, and graphics generated for this project can only be used for this specific project and the specific location referenced in this proposal, and not for any other project developments. The Client will acknowledge design credit to RSM Design for the project as may be pertinent in development, architectural, interior design and/or graphic design publicity about the project, in media or social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

SPECIALTY CONSULTANTS

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, historian, copywriter, specialty lighting designer, or structural engineer, for example. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

MEETINGS

RSM Design will attend all virtual meetings as needed for the successful completion of this project. Up to two RSM Design team members will attend in-person meetings. Please see each phase above for meetings included within each phase. Additional in-person meetings or any out-of-town meetings will be considered an additional service and billed at the rates listed below in the fee section per person per meeting, not to

exceed ten hours per day inclusive of travel time. Any meeting / travel expenses are billed separately as a reimbursable expense.

Professional Fees

THE LINQ PART 1 – BRANDING PROFESSIONAL FEES

PHASE 1: NARRATIVE / STRATEGY / VISION	\$27,000	4 – 6 weeks
PHASE 2: PROJECT BRAND IDENTITY	\$25,000	4 – 6 weeks
PHASE 3: BRAND STANDARDS / GUIDELINES	\$10,000	3 – 4 weeks
PHASE 4: BRAND PITCH BOOK	\$25,000	4 – 6 weeks
PHASE 5: WEB LANDING PAGE	\$8,500	4 – 6 weeks
THE LINQ – BRANDING TOTAL	\$95,500	

THE LINQ PART 2 – SIGNAGE PROFESSIONAL FEES

PHASE 1: VISION / CONCEPT DESIGN	\$50,000	4 – 6 weeks
PHASE 2: SCHEMATIC DESIGN	\$35,000	4 – 6 weeks
PHASE 3: MASTERPLAN GUIDELINES	\$28,000	4 – 6 weeks
CONCEPT SPECIALTY GRAPHICS	\$12,000	2 – 3 weeks
TENANT IDENTITY GUIDELINES	\$25,000	2 – 3 weeks
THE LINQ – SIGNAGE TOTAL	\$150,000	

MOBILIZATION FEE

Upon award of the contract, RSM Design will invoice for \$10,000 as a mobilization fee.

Payment of this invoice, along with the signed contract or letter of authorization to

proceed, will need to be received before design services or travel begins. This amount will be deducted from the final project invoice.

PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding invoices have been received. RSM Design bills for time, materials and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fees are:

PRINCIPAL / DIRECTOR	\$235.00 PER HOUR
ASSOCIATE PRINCIPAL / SR. ASSOCIATE	\$200.00 PER HOUR
DESIGN / PRODUCTION	\$185.00 PER HOUR

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following:

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

A standard 10% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models,

purchasing of stock photos, excessive printing, and special presentation materials. The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work.

PROJECT / CONTRACT DURATION

This project and contract will only be good for 18 months for the design phases from full execution and receipt of the mobilization fee. If this project extends beyond this time period, this contract will be voided and a new contract will be negotiated with the client.

AGREEMENT

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

Harry Mark, RSM Design

Date

ACCEPTED:

Print Name

Title

Signature

Date

Terms + Conditions

Conditions of Service

RSM Design is a design consultancy firm specializing in graphic design, project branding, and placemaking elements for the built environment. As such, RSM Design does not provide engineering, permitting, or construction documentation. Billing shall be monthly in proportion to the percent complete of the design services with payment due thirty days after receipt by the Owner.

Additional Services

Revisions to the project may require additional service fees. Revisions include changes in the extent of work, increased complexity of any elements of the Project, changes made by the Client after an approval has been made on a specific stages of work, changes to the phasing of the project with the addition of additional packages needed, changes made to copy after approval of final proofs, changes made to the physical site after design work has been approved and any changes resulting in a change of Client Representative. Any work required to be performed beyond normal hours or within a shorter time frame than previously agreed upon, as a result of unusual deadlines or as consequence of the Client not meeting scheduled times for delivery of information, materials or approvals, shall be a charged at an additional fee. Should the RSM Design team be required to revise already completed portions of its work for the reasons listed below, the RSM Design team shall be entitled to additional fees to initiate the requested changes:

- Owner initiated programmatic changes (initiated at any point in the design)
- Owner initiated changes after approval of said work by the Owner requiring the RSM Design team to revise work completed in a prior phase

Work Delays

Fees presume timely approvals and project design progression at a reasonable pace based on the overall schedule provided by the Client / Architect. Delays not caused by RSM Design may necessitate the reassignment of the team to other projects. A reexamination of fee and possible change order may be required to resume work. These delays will not delay or hold up any payments due to RSM Design. If RSM Design is put on hold for over ninety (90) days by the Client, RSM Design reserves the right to renegotiate the professional service fees and may charge a reengagement fee. This agreement may be terminated by either party at any time with or without cause by written notice. Termination shall be effective seven (7) days after date of notice. Upon termination, all invoices presented by RSM Design for services and expenses for periods prior to the date of termination shall become immediately due and payable. Balances left unpaid for 45 days are subject to suspension of all design work. Work shall resume only after outstanding balance is paid in full or satisfactory terms have been agreed upon to in writing. 1.5 % will be assessed on unpaid balances beyond each full 30 day period. Failure of the Client to make payments to RSM Design under this Agreement shall be cause for termination. In the event of a suspension of services, RSM Design shall have no liability for any damages to Client incurred because of such suspension. Termination or suspension of services by RSM Design shall in no way relieve the Client of compensating RSM Design for services performed and expenses incurred to the date of termination.

Basic Services

The services to be provided by RSM Design for the Client shall be restricted to consultation, research, design, and supervision of the implementation and the overall coordination of the Client Project. In addition, certain materials shall be prepared, including presentation materials, in order to describe RSM Design's intentions to the Client and any necessary artwork, drawings and specifications required to enable the design to be printed, fabricated or installed.

Description of Services

RSM Design is a graphic design and consulting firm and as such shall specify color, suggested materials, finishes and details for the design elements that are to be constructed. RSM Design works closely with fabricators and installers on design details, and depends on their expertise for all decisions concerning engineering, lighting requirements, loading calculations, safety considerations and installation techniques. The Client, Architect and general contractor are responsible for reviewing shop drawings for all fabricators to insure compliance with their standards. Under no circumstances shall RSM Design act as or assume the responsibilities of a general contractor. It is the Client's responsibility to designate a contractor or request a sign fabricator to act as a general contractor to complete this project.

Insurance / Liability

RSM Design carries a General Business Liability insurance policy, which includes Non-Owned and Hired Auto, with limits of \$2,000,000 / \$4,000,000 and a deductible of \$1,000. The insurance policy shall be endorsed to name the Client and its affiliates as additional insured. RSM Design shall provide certificates of insurance to Client, evidencing proof of insurance.

RSM Design will indicate proof of Valuable Papers and Records Insurance, Professional Liability Insurance, and Workers' Compensation Insurance. RSM carries standard Worker's Compensation Insurance and does not provide a Waiver of Subrogation. Any changes or upgrades to our insurance can be obtained at the request of the client and will be treated as a reimbursable expense.

Additional Services

Changes to the extent of the work, changes in the complexity of any element of the project, and any changes made after approval has been given for a specific stage of design, documentation or preparation of artwork will be billed to the client on a time and materials basis. Any additional design work or presentations beyond those described in the Scope of Work are considered additional services. In the event that the client requires and authorizes RSM Design to perform services not included in this Scope of Work, RSM Design shall be compensated for time and materials in accordance with the fee and expense schedules listed above. RSM Design has limited our revisions to all submittals in this proposal to one single revision, subsequent changes and revisions shall be an additional service. The Client shall appoint a sole Project Representative to act on the Client's behalf with authority to provide design direction and approvals as necessary. If, at any phase after Concept Design, the project team changes and design direction changes based on the previous direction given, RSM Design reserves the right to ask for additional services for these changes.

Design Ownership

All designs, drawings, branding logos, names, and documentation of the work performed under this agreement is the exclusive property

of RSM Design and shall be utilized only for the application to this project, and no other project. RSM Design reserves the right to use any work produced for the Client as samples, which may be used or reproduced in any reasonable way for the marketing needs of RSM Design. The fee includes a sum for the assignment of rights to the Client to use the designs for all the purposes for which the work was commissioned. The rights will be transferred to the Client upon payment in full of all fees and reimbursables. Any use of the designs by the Client other than those specified here, will require written permission. RSM Design shall retain all tangible property, including drawings, layouts, and other visual presentations in its files for a period of five (5) years from the date of this Agreement. Upon expiration of this period, all materials will be destroyed unless Client provides a written request that they be retained.

Design Credit

The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

Risk of Usage

RSM Design will not conduct a search for trademarks and service marks that may conflict with any graphics prepared by RSM Design and RSM Design makes no warranties regarding logos or other graphics. The Client assumes all risks related to the use of logos and graphics, including, without limitation, the risk that the logos and graphics may infringe on the rights of others. Notwithstanding the foregoing, Client shall indemnify and hold harmless RSM Design, if RSM Design produces any logos or graphic designs for this project that may infringe on the proprietary rights of others. Photographic images used to convey the design intent are not used with permission of the photographer and are used for reference purposes only. Most images originate from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for publication without prior written consent from the original source.

Standard of Care

RSM Design shall perform its services consistent with the professional skill and care ordinarily provided by design consultants practicing in the same or similar locality under the same or similar circumstances. RSM Design shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Limitation of Liability

Client agrees to limit the liability of RSM Design, its principals, employees and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or RSM Design's fee, whichever is greater. Client and RSM Design acknowledge that this provision was expressly negotiated and agreed upon.

Sole Remedy

It is intended by the parties to this Agreement that RSM Design's services in connection with the Project shall not subject the RSM Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the RSM Design, a California business entity, and not against any

of the RSM Design's individual employees, officers or directors.

Waiver of Consequential Damages.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the RSM Design, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the RSM Design shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Dispute Resolution

Client agrees that in the event RSM Design institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which RSM Design's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

(a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the Project or following completion of the Project, Client and RSM Design agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation, unless that parties mutually agree otherwise. Client and RSM Design further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.

(b) Subdivision (a) shall not preclude or limit RSM Design's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit RSM Design's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

No Guarantees or Warranties

RSM Design makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Entire Agreement

This Agreement contains the entire Agreement between Client and RSM Design relating to the Project and the provision of services for

the Project. Any prior Agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and RSM Design.

Waiver/Enforceability of Terms

RSM Design's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. RSM Design's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and RSM Design.

Assignment

Neither Client nor RSM Design shall assign this Agreement without the prior written consent of the other.