



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, March 7, 2022

5:00 PM

Council Chambers

REGULAR MEETING

1. **5:00 P.M. - CALL MEETING TO ORDER**

2. **RECESS INTO EXECUTIVE SESSION**

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

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

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. DC-20-16161

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 #21-35

Economic Development Project #21-37

3. **6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**

4. **7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

5. **INVOCATION**

6. **PLEDGE OF ALLEGIANCE**

7. **TEXAS PLEDGE**

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

8. **PROCLAMATION**

[22-4567](#)

COVID-19 Memorial Day

Attachments: [COVID-19 Memorial Day 2022](#)

9. **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.

10. **COUNCIL ANNOUNCEMENTS**

11. **STAFF COMMENTS**

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

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

Current/Future Agenda Items

Bond Election Update - Bernadette McCranie

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

13. **CONSENT AGENDA**

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

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[22-4548](#)

Resolution - A Resolution to Consider Executing a Development Agreement with First Texas Homes, Inc. for the Development and Dedication of Birdsong Park

Presenters: Matt Young

Attachments: [Resolution](#)

[Birdsong Development Agreement](#)

[22-4549](#)

Resolution - A Resolution to Consider Naming the Pond Behind the Parks Administration Building Located at 1164 Matlock Road, "Toby Goodman Pond"

Presenters: Matt Young

Attachments: [Resolution](#)

[Park Naming Supporting Information](#)

[22-4550](#)

Resolution - A Resolution Authorizing the Execution of a Memorandum of Understanding with the Mansfield Veterans Memorial and Tribute Foundation With Regards to the Veterans Memorial at Julian Feild Park

Presenters: Matt Young

Attachments: [Resolution](#)

[Veterans Memorial Memorandum of Understanding](#)

[22-4558](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing the City Manager to Finalize and Execute an Amendment to a Chapter 380 Agreement with Texas Tech University Health Sciences Center

Presenters: Troy Lestina

Attachments: [Resolution](#)

[22-4564](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Receiving City Secretary's Certification of Unopposed Candidates for the May 7, 2022 General Election and Providing an Effective Date

Presenters: Susana Marin

Attachments: [Resolution](#)

[Certificate of Unopposed Candidates](#)

[22-4568](#)

Resolution - A Resolution Authorizing the City of Mansfield to Enter into an Interlocal Agreement with Tarrant Regional Water District, Approval of a Contract for Design Services with Freese & Nichols, Inc., and Funding in an Amount Not to Exceed \$71,940.00 for the Meriwether Street Culvert

Alternatives Analysis (Utility Fund)

Presenters: Bart VanAmburgh

Attachments: [Resolution](#)

[Location Map](#)

[Interlocal Agreement](#)

[Exhibits 1 - 3](#)

[22-4566](#)

Ordinance - An Ordinance of the City Council of the City of Mansfield, Texas, Declaring the Unopposed Candidates for the Offices of Mayor and Council Member, Place Two (2) as Elected; Providing that the May 7, 2022, General Election is Canceled; and Providing an Effective Date

Presenters: Susana Marin

Attachments: [Ordinance](#)

END OF CONSENT AGENDA

14. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the March 7, 2022 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, March 3, 2022 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

DATE OF POSTING: _____ TIME: _____ am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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



CITY OF MANSFIELD

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STAFF REPORT

File Number: 22-4567

Agenda Date: 3/7/2022

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title
COVID-19 Memorial Day

Prepared By
Andrew Clark
Communications & Outreach
817-276-4292

A Proclamation

By the Mayor of the City of Mansfield

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person, has spread across the world and created a global pandemic that has had catastrophic impacts on our communities; and

WHEREAS, local and state governments, health departments and public servants have taken bold actions to protect the people they serve, support struggling local economies and find innovative ways to provide services; and

WHEREAS, in response to the rapid spread of COVID-19, essential workers have risked their own health and safety to provide critical services, protect our communities and save lives; and

WHEREAS, COVID-19 has had a disproportionate effect on low-income communities and communities of color, exacerbating inequalities already prevalent in our systems that we must address as a nation; and

WHEREAS, public health guidance and policies that target prevention – such as vaccines, social distancing, wearing masks in public and staying home – help mitigate the spread of COVID-19, prevent illness and lessen the burdens on individuals and society; and

WHEREAS, the symptoms and severity of COVID-19 can vary dramatically, and its long-term health implications for survivors are largely unknown, as many survivors suffer with lingering side-effects from the illness long after they no longer test positive for it; and

WHEREAS, the Texas Department of State Health Services says that, as of Feb. 28, 2022, COVID-19 has taken the lives of 83,693 Texans, including 5,062 Tarrant County residents, 567 Ellis County residents and 702 Johnson County residents; and

NOW, THEREFORE, I Michael Evans, Mayor of the City of Mansfield, join with the members of the Mansfield City Council to proclaim March 7, 2022 as

COVID-19 MEMORIAL DAY

in the City of Mansfield. Every death at the hands of COVID-19 leaves a hole in the hearts of loved ones, family members and community members. We honor those who have lost their lives to COVID-19, those who continue to suffer from its impacts, and the health-care workers who continue to work tirelessly to protect us from this illness.

IN WITNESS THEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 7th day of March, 2022.

Mayor



CITY OF MANSFIELD

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STAFF REPORT

File Number: 22-4548

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Consider Executing a Development Agreement with First Texas Homes, Inc. for the Development and Dedication of Birdsong Park

Requested Action

Consider Development Agreement

Recommendation

Approve Resolution

Description/History

On January 17, 2019 the Mansfield Park Facilities Development Corporation (MPFDC) authorized the acceptance of approximately 5.4 acres of land for a future neighborhood park in the proposed Birdsong Planned Development to satisfy the requirements of the Park Land Dedication Ordinance. On June 20, 2019, the MPFDC approved the revised park development plan shown on the preliminary plat dated May 22, 2019 regarding the park land dedication in the planned Birdsong development.

First Texas Homes, Inc. is the project master Developer and has proposed the dedication 5.395 acres of park land to the City of Mansfield to meet the requirements of the Park Land Dedication and Development Fee Ordinance. The proposed development agreement and exhibits are attached to this staff report.

Justification

This additional property will serve as a public neighborhood park and eventually tie into a future linear park trail in the M3 Ranch Development. The land donation will make a good connection point for a trail system as outlined in the 2020 adopted Parks, Recreation, Open Space and Trails Master Plan.

Funding Source

N/A

Prepared By

Matt Young, Director of Community Services
Matt.Young@mansfieldtexas.gov
817-728-3397

RESOLUTION NO. _____**A RESOLUTION TO CONSIDER EXECUTING A DEVELOPMENT AGREEMENT WITH FIRST TEXAS HOMES, INC. FOR THE DEVELOPMENT AND DEDICATION OF BIRDSONG PARK**

WHEREAS, City has a Park Land Dedication and Development Fee Ordinance codified in Chapter 156 of the Mansfield Code of Ordinances that requires the developer of residential property developments or re-developments to dedicate park land to the City; and,

WHEREAS, on January 17, 2019, the Mansfield Park Facilities Development Corporation (MPFDC) approved a proposed land donation and park development plan from Bluebonnet Capital Partners of approximately five acres in the proposed Birdsong Planned Development; and,

WHEREAS, on June 20, 2019, the MPFDC approved the revised park development plan shown on the preliminary plat dated May 22, 2019 regarding the park land dedication in the planned Birdsong development; and,

WHEREAS, First Texas Homes, Inc. is the project master developer and has proposed the dedication 5.395 acres of park land to the City of Mansfield to meet the requirements of the Ordinance; and,

WHEREAS, the MPFDC voted unanimously at their March 3rd meeting to approve the development agreement.

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

SECTION 1.

That the City Council authorizes the execution of a development agreement with First Texas Homes, Inc. for the development and dedication of Birdsong Park.

SECTION 2.

That this resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 7TH DAY OF MARCH, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**CITY OF MANSFIELD
PARKS AND RECREATION DEPARTMENT
PARK LAND DEDICATION AGREEMENT**

Development Name	Birdsong - Phases 1 & 2
# Single Family Dwelling Units	540
# Multi-Family Dwelling Units	0
Land Dedication Requirement	5.395 acres (1 acre per 100 du)
Park Development Fee Requirement	\$405,000 (540 x \$750/du)

This Park Land Dedication Agreement ("Agreement") is entered into by and between the City of Mansfield, a Texas municipal corporation of Tarrant, Johnson and Ellis Counties, Texas (hereinafter called "City") and First Texas Homes, Inc. (hereinafter called "Developer").

W I T N E S S E T H:

Whereas, City has a Park Land Dedication and Development Fee Ordinance codified in Chapter 156 of the Mansfield Code of Ordinances (the "Ordinance") that requires the Developer of residential property developments or re-developments to dedicate park land to the City; and

Whereas, on January 17, 2019, the Mansfield Park Facilities Development Corporation approved a proposed land donation and park development plan from Bluebonnet Capital Partners of approximately five acres in the proposed Birdsong Planned Development; and

Whereas, on June 20, 2019, the Mansfield Park Facilities Development Corporation approved the revised park development plan shown on the preliminary plat dated May 22, 2019 regarding the park land dedication in the planned Birdsong development; and

Whereas, First Texas Homes, Inc. is the project master Developer and has proposed the dedication 5.395 acres of park land to the City of Mansfield to meet the requirements of the Ordinance.

Now therefore it herein after is agreed that:

1. Conveyance. Developer hereby conveys in fee simple and the City hereby accepts the property described and depicted in Exhibit B by special warranty deed (the "Property") to be held as park land by the City. Any park improvements constructed on the Property shall be conveyed or dedicated to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement. At the time of conveyance, the Developer shall deliver to the City releases

from the contractors, subcontractors and suppliers of material who have provided labor and materials for the park improvements showing they have paid for such labor and materials.

2. In consideration for the conveyance of the Property, the City agrees to grant a park land dedication credit under the Ordinance to Developer equal to the amount of acreage contained in the Property. The credit shall be calculated and governed according to the formula for required dedication set forth in the Ordinance as listed in Exhibit A.
3. Park Land Dedication: The proposed park land dedication is consistent with the park development plan required by the Ordinance. The Developer and City agree that the proposed land dedication satisfies the Ordinance requirements. The park land will be dedicated upon filing of the Birdsong Phase 2 final plat and the completed development of the park as shown in Exhibits C and D

Further, because the Developer will own the acreage to be dedicated as park land during and after the development of the lots within Birdsong Phase 1, the City will collect park land dedication fees on the Birdsong Phase 1 and 2 plats and will reimburse those fees upon the filing of the Birdsong Phase 2 final plat after the park land ownership is transferred to the City. Additional park land dedication fees will be required to be paid for all future phases (3⁺) after the 5.395 acres for phases 1 and 2 is dedicated to the City.

4. Park Development Fee: Park development fees paid toward the Birdsong development prior to completion and acceptance of the City park land improvements shall be eligible for reimbursement up to and not to exceed the park development fees for phases 1 and 2 as listed in this Agreement and Exhibits C and D. Park development fees for phases 1 and 2 collected from the builders after completion of the park improvements will be reimbursed to the Developer on a quarterly basis upon formal submission of a request to the Director of Parks and Recreation or his or her designee, but not to exceed the amount of the park development fees for phases 1 and 2.
5. Evidence of Expenditure for Cost of Park Improvements. In consideration of the Developer's agreement to construct the park improvements, and subject to the Developer's compliance with its duties and obligations in this Agreement, the City agrees to reimburse the Developer for its construction costs for the listed park improvements up to the amounts set forth in this Agreement and Exhibits C and D, provided the Developer submits evidence satisfactory to the City of the expenditure.

Prior to receiving any payment from the City pursuant to this Agreement, the Developer shall provide documentation satisfactory to the City to substantiate the construction costs, and the City shall make payment of each such item within 60 days of receipt of such documentation. The evidence of expenditure shall be satisfactory so long it is provided by the Developer or a business associate of the Developer.

6. Park Improvements. The public park and/or trail improvements that will be completed with the project include, but are not limited to, the following:
 - Trail: *8' looped concrete trail around the park area*
 - Landscaping: *sod, grass seed, shrubs, planting beds and trees on perimeter*

- Irrigation: 2-wire Weathermatic system; controller shall be a pedestal mount; City will supply a rotor and spray list
- Playground: shall meet CPSI guidelines and be IPEMA certified; be of commercial grade with 5" posts, provide equipment for 2-5 years and 5-12 years age groups, include swings, and include a unitary rubber poured-in place (PIP) surfacing; Upon completion, a third party safety audit shall be performed by a CPSI and delivered to the City prior to acceptance
- Pavilion: shall be a minimum of 15'x20' in size and include at least two picnic tables (one must meet ADA accessibility guidelines)

Additional items that may be provided by the Developer include:

- Trellis and shade structures
- Park benches (must be surface-mounted with four legs)
- Art pieces
- Signage

7. Construction Plans; Construction Schedule; Surveying. All public park improvements shall meet the minimum requirements set forth in the Parks Master Plan or amendment thereof. All development plans and specifications for the construction of said park improvements shall meet the minimum design and construction standards as provided by the Parks and Recreation Department and be sealed by a landscape architect registered in the State of Texas.

The Developer shall submit to the City for approval complete construction plans and specifications for the proposed park improvements. All park development plans, specifications and cost estimates as depicted in Exhibits C and D must be approved by the Director of Parks and Recreation or his or her designee prior to commencing construction.

8. Inspection. Subject to Developer's contractual obligations and reasonable security, safety and insurance requirements, the City, its agents and employees shall have reasonable access to the Property during and after construction to inspect the site to ensure that the construction of the park improvements is in accordance with this Agreement. The Developer shall provide the City with documentation it may reasonably require to substantiate that it is in compliance with this Agreement. Once the park improvements are constructed, and after the Director has accepted such improvements, the Developer shall deed and convey such improvements to the City and clear of any lien or other encumbrances.

The Developer shall be required to provide a two-year maintenance bond that is equal in amount to 100% of the construction cost of said park improvements and a manufacturer's letter stating the main play structure and safety surface was installed in accordance with the manufacturer's installation requirements. The Developer shall also provide a copy of the application and subsequent inspection report prepared by the Texas Department of Licensing and Regulation or their contracted reviewer for compliance with the Architectural Barriers Act, codified as Article 9102, Texas Civil Statutes.

9. The park improvements will be built and finished either during or after completion of Birdsong Phase 2. The City will allow the Developer to complete all park improvements

on the park land without delaying, interfering or preventing substantial completion of Birdsong Phase 2 lots or the Birdsong Amenity Center. If park improvements exceed the timing of the Birdsong Phase 2 final plat and park land dedication to the City, the Developer shall have permission to access the City's park land and complete all necessary park improvements. The City will not charge any additional fees or inspections for the park land improvement.

10. The Developer shall be responsible for the construction, installation and maintenance of the park improvements, and upon completion and acceptance of the park, the dedication of the park to the City. The City shall be responsible for the maintenance of the park improvements including landscaping and irrigation upon completion, acceptance and transfer of ownership of the improvements as stated in the Agreement.
11. The Developer agrees to comply with all provisions of the Ordinance as listed in Exhibit A.
12. Applicable Law. This Agreement 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 Agreement is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.
13. Venue. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Tarrant County, Texas.
14. Entire Agreement. This Agreement 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.
15. Notices. All notices, communications, and reports required or permitted under this Agreement 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, Texas
Attn: Matt Young
Director of Community Services
1164 Matlock Road
Mansfield, Texas 76063

If intended for DEVELOPER, to:

First Texas Homes, Inc.
Attn: Keith Hardesty
Division President
500 Crescent Court, Suite 350
Dallas, Texas 75201

The parties whose signatures appear on this document represent that they have the full authority and capacity to enter into this agreement and fully agree to all terms herein stated.

EXECUTED and effective as of the ____ day of _____, 2022, by City and Developer, acting through their duly authorized officials.

City of Mansfield, Texas

First Texas Homes, Inc.

By: _____
Matt Young
Director of Community Services

By: _____
Keith Hardesty
Division President

CHAPTER 156: PARK LAND DEDICATION AND DEVELOPMENT FEE

Section

156.01	Short title
156.02	Purpose and applicability
156.03	Park land dedication
156.04	Park land dedication acceptance criteria
156.05	Cash in lieu of land
156.06	Park development fee
156.07	Credit against park land dedication and park development fee
156.08	Park development fund and right to refund
156.09	Approval and appeal process
156.10	Non-Residential Developments
156.11	Review
156.12	Definitions

Cross-reference: For provisions concerning Parks and Recreation, see Ch. 96

156.01 SHORT TITLE

This chapter shall be known and cited as the Park Land Dedication and Development Fee Chapter.

(Ord. 1421, passed 4-14-03)

156.02 PURPOSE AND APPLICABILITY

- (A) This chapter is adopted to provide adequate recreational areas and amenities in the form of neighborhood parks as a function of subdivision development in the city and to make the park land dedication and park development fee requirements an integral part of the review and approval of residential developments, whether the developments consist of new construction on previously vacant land or rebuilding and redeveloping existing residential areas.
- (B) New developments or redevelopments that involve only the replacement or reconstruction of pre-existing dwelling units shall be exempt from the provisions of this chapter, provided that the developments do not increase the density of the preexisting dwelling units or involve a replat of the property.
- (C) Neighborhood parks are those parks that provide a variety of outdoor, recreational facilities and within convenient distances from a majority of the residences to be served by such parks, the standards for which are set forth in the Parks Master Plan.
- (D) The park quadrants established by Department and shown in the Parks Master Plan and Exhibit "A1" attached to Ordinance OR-2227-21, shall be prima facie evidence that any park located therein is within a convenient distance from the majority of residences to be served thereby. The cost of the neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such parks.
- (E) The provisions of this chapter shall apply to the corporate limits as well as the extraterritorial jurisdiction of the city as a portion of the subdivision regulation process.

- (F) The provisions of this chapter shall not apply to properties that are included in a valid preliminary or final plat application that was submitted before the effective date of this chapter.

(Ord. 1421, passed 4-14-03)

156.03 PARK LAND DEDICATION

- (A) The city has adopted by City Council action the Parks Master Plan, which provides planning policy and guidance for the development of a municipal park and recreation system for the city. The plan has assessed the need for park land and park improvements to serve the citizens of Mansfield. The plan has carefully assessed the impact on the park and recreation system created by each new development and has established a dedication and/or cost requirement based upon individual dwelling units. The plan constitutes an individualized fact based determination of the impact of new living units on the park and recreation system and establishes an exaction system designed to ensure that new living units bear their proportional share of the cost of providing park and recreation related services. Park land dedication requirements and park development fee assessments are based upon the mathematical formulas and allocations set forth within the plan. A summary table of the dedication and cost requirements is set forth in a park land dedication table attached hereto and incorporated herein for all purposes as Exhibit "A2" attached to Ordinance OR-2227-21.
- (B) When developing residential properties, the owner or developer shall be responsible for a fee simple dedication of park land for each proposed dwelling unit in an amount established by Exhibit "A2" attached to Ordinance OR-2227-21.
- (C) Any proposed plat submitted to the city for approval shall show the area required to be dedicated under this section. In the event a plat is not required, the dedication of land required under this section shall be conveyed to the city through a warranty deed, approved by the city as to form and substance, prior to the issuance of a building permit.
- (D) Each corner of the park land dedication shall have an iron rod or pin set, in accordance with other lot corners in the subdivision. In the absence of a plat, the location of iron rods or pins set for corners shall be identified on a recordable land survey completed by a land surveyor registered in the State of Texas, provided to the city by the developer, and approved by the city as to form and substance.
- (E) The owner or developer shall meet with the Director of Parks and Recreation or his/her designee (hereinafter referred to the "Director") to ensure compliance with the requirements in this section prior to platting. An application for plat approval shall not be accepted unless it is accompanied by written review comments from the Director.
- (F) The City Council and the Mansfield Park Facilities Development Corporation generally consider that development of an area less than five acres for neighborhood park purposes may be inefficient for public maintenance. Therefore, if fewer than five acres are proposed as park land dedication, the Director shall have the option to: (1) accept the land dedication; (2) require the developer to pay the applicable cash in lieu of land amount as provided in § 156.05 below; or (3) reject the land dedication and grant credit for a private park as provided in § 156.07.
- (G) The Director, prior to plat submittal, will define the optimum location of the required park land dedication based upon the proposed park being located adjacent to current or future park land and based on the Parks Master Plan. If there is not an opportunity for the proposed park land

dedication to be adjacent to current or future park land, then the Director and Developer will work together to define an optimum location for the park land dedication. If an optimum location cannot be determined, then the director shall accept the cash in lieu of land option as outlined in § 156.05.

- (H) In the case of a multi-phase development, if the developer dedicates all the park land required by this chapter in the first or early phase(s) of the development, no additional park land dedication will be required in later phases unless additional lots that are not shown in the original preliminary plat are included in the later phases of the development.
- (I) Unless approved by the director, no construction materials shall be disposed of or deposited within the dedicated park land by the developer or its contractors, subcontractors, employees, or agents, at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the developer shall remove such materials within 72 hours of written notice by the city. If the developer fails to remove the materials after notice, the city may do so at the developer's expense and no building permits shall be issued for the subdivision(s) until that debt is paid to the city by the developer.

(Ord. 1421, passed 4-14-03)

156.04 PARK LAND DEDICATION ACCEPTANCE CRITERIA

- (A) Land dedicated for a park or recreational area shall be of such size, dimensions, topography, and general character as is reasonably required by the city for the type of use necessary to meet the demand and need of future residents. Recreational needs for which land is dedicated must include multipurpose trails, open space buffer areas, active recreation for team or individual sports, playgrounds with unitary rubber surfacing, picnic areas with grills, pavilions and similar uses. Swimming pools or aquatic facilities do not meet the criteria for neighborhood parks.
- (B) Rare, unique, endangered, historic or other significant natural areas will be given a high priority for dedication pursuant to this chapter. Areas that provide an opportunity for linkages between parks or that preserve the natural character of the surrounding environment may be required by the city to be included in the park land dedication.
- (C) The city shall not accept land dedication pursuant to this chapter if it is subject to one or more of the following disqualification unless individually and expressly approved by the director:
 - (1) Land within floodplain and floodway designated areas, based upon 100-year floodplain as defined by the Mansfield Master Drainage Plans, unless such land dedication contains an open area as part of the total park land dedication property that is topographically suitable for the installation of the park amenities as defined in § 156.04 (A)-(B) for neighborhood parks. In cases where floodplain land or property is proposed to be conveyed to satisfy the parkland requirements, a credit may be given upon the following ratio: two acres of floodplain shall equal one acre of non-floodplain land;
 - (2) Park land dedication sites which do not have ready access to public streets;
 - (3) Park land dedication sites abutted by private properties on more than two-thirds of the total boundary dimension of such site; or

- (4) Areas encumbered by overhead utility lines or easements of any type which might limit the opportunity for park and recreation development.
- (D) The city will not accept park land dedication sites encumbered by hazardous and or municipal waste materials or dump sites.
- (E) If a developer proposes to dedicate land for park development purposes pursuant to the terms, conditions and requirements of this chapter, he or she shall permit the director to make an onsite inspection of the property for the purposes of determining site suitability and identification of any visual hazards or impediments to park development and use. If the property owner has any form of environmental assessment on the tract, a copy of that assessment shall be provided to the director. The director may initiate and/or require the developer to initiate specific environmental studies or assessments if the visual inspection of the site gives rise to the belief that an environmental problem may exist on the site. The director may require the employment of those consultants necessary to evaluate any environmental issues relating to the site providing that the director makes such determination in good faith. If an environmental hazard is identified on the site, the developer must either remove the hazard prior to its acceptance into the park and recreation system of the City or pay the fee in § 156.05.
- (F) The intentions of this chapter is not to discourage the creation of parks and amenities in subdivisions that will be maintained by homeowners' associations.

(Ord. 1421, passed 4-14-03)

156.05 CASH IN LIEU OF LAND

- (A) An owner or developer responsible for park land dedication under this chapter may be required, at the director's option, to meet the dedication requirements in whole or in part by a cash payment in lieu of land in the amount set forth below. Such payment in lieu of land dedication shall be made prior to filing the plat for record or prior to the issuance of a building permit where a plat is not required. All funds collected pursuant to this section shall be used solely for the acquisition or leasing of park land in the park quadrant in which the subdivision or development is located.
- (B) In instances where land is required to be dedicated, the director shall have the right to reject the park land dedication and require a cash payment in lieu of land in the amount set forth below, if the Director determines that:
 - (1) The park land dedication site is such a small area that it is inefficient to maintain;
 - (2) Sufficient park area is already in the public domain for the park quadrant where the proposed development is located, and the recreation needs of the citizens will be better served by expanding or improving existing parks in said park quadrant; or
 - (3) The development project is located within the extraterritorial jurisdiction of the City and the Director determines that maintaining the park land will be financially impractical.
- (C) The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park quadrant, the City may require subsequent dedications within the quadrant to be cash payments in lieu of dedication only in order to reimburse the City for the costs of acquisition.

- (D) The cash payment in lieu of land dedication shall be met by the payment of a fee set from time to time by city ordinance sufficient to acquire neighborhood park land. Unless and until changed by city ordinance, the cash payment shall be computed on the basis of the fee per dwelling unit as set forth in the attached Exhibit "A2" to Ordinance OR-2227-21.
- (E) A cash payment in lieu of land dedication, as set forth in this section, does not relieve the owner or developer of the obligation to pay the park development fee set forth in § 156.06. The cash payment in lieu of land dedication is in addition to the required park development fee.

(Ord. 1421, passed 4-14-03)

156.06 PARK DEVELOPMENT FEE

- (A) In addition to the required dedication of land, as set forth above and based upon the study referenced in § 156.03(A), the developer or his or her successor shall pay a park development fee to the city as a condition to building permit issuance. However, for developments in the extra-territorial jurisdiction that are not subject to building permit requirement, the developer shall pay the park development fee prior to the recording of the final plat at the county. The park development fee shall be set from time to time by city ordinance and shall be sufficient to provide for the development of amenities and improvements on dedicated neighborhood park land in the park quadrant in which the subdivision or development is located. Unless and until changed by city ordinance, the park development fee shall be calculated on the basis of \$the fee per dwelling unit as set forth in the attached Exhibit "A2" to Ordinance_OR-2227-21.
- (B) In lieu of payment of the required park development fee, the developer, with written approval of the Director prior to initiation of work, may have the option to construct the neighborhood park and improvements. All public park improvements shall meet the minimum requirements set forth in the Parks Master Plan or amendment thereof. All development plans and specifications for the construction of said park improvements shall meet the minimum design and construction standards as provided by the Department, be sealed by a landscape architect registered in the State of Texas and be reviewed and approved by the director prior to construction. The developer shall financially guarantee the construction of such park improvements by providing performance and payment bonds, an irrevocable letter of credit, or other similar security that is deemed acceptable by the director prior to the recording of the plat for the subdivision. Performance and payment bonds shall name the city as dual obligee and shall cover 100% of the estimated construction cost of such park improvements as shown in a construction contract executed by the developer. The developer shall be required to provide a two year maintenance bond that is equal in amount to 100% of the construction cost of said park improvements and a manufacturers letter stating the main play structure and safety surface was installed in accordance with the manufacturers installation requirements. The developer shall also provide a copy of the application and subsequent inspection report prepared by the Texas Department of Licensing and Regulation or their contracted reviewer for compliance with the Architectural Barriers Act, codified as Article 9102, Texas Civil Statutes. All park improvements must be inspected by the city while construction is in progress. Once the park improvements are constructed, and after the director has accepted such improvements, the developer shall deed and convey such improvements to the city and clear of any lien or other encumbrances.

(Ord. 1421, passed 4-14-03)

156.07 CREDIT AGAINST PARK LAND DEDICATION AND PARK DEVELOPMENT FEE

- (A) The developer of a subdivision may receive a credit against the park land dedication and park development fee requirements if the subdivision includes a private park or recreational facility. The amount of land in such private park or recreational facility shall count towards meeting the park land dedication requirement imposed on the developer, provided that the land meets the Park Land Dedication Acceptance Criteria in § 156.04 above.
- (B) The Director shall grant a maximum credit of 100 percent of the total dedication requirement for publicly accessible private park land provided within the subdivision or development generating the dedication requirement that meets the requirements of this paragraph.
 - (1) To be eligible for credit, publicly accessible private park land must:
 - (a) be made accessible to the public on an instrument approved by the city attorney;
 - (b) be of a size approved by the Director to appropriately meet the needs of the development;
 - (c) provide landscaping and recreational amenities approved by the Director; and
 - (d) be open to the public during all times it is accessible to the residents of the development.
 - (2) Equipment in a private park must comply with City standards applicable to the type of equipment.
 - (3) A publicly accessible private park land instrument must:
 - (a) contain a legal description of the development and the publicly accessible private park land;
 - (b) be signed by all owners and lienholders of the development property and is binding on all holders by a subordination clause;
 - (c) be approved by the Director;
 - (d) be approved as to form by the city attorney;
 - (e) create a covenant running with the land;
 - (f) provide that the owners of the property development are responsible for all general park maintenance at a level consistent with minimum City park and recreation standards;
 - (g) provide necessary easements for access to the publicly accessible private park land;
 - (h) give the City the right, but not the obligation, to take any action needed to make necessary repairs or improvements within the publicly accessible private park land, and to place a lien on all lots within the development until the City has received full compensation for that action;

- (i) provide that the owners of property in the development agree to defend and indemnify the City, and to hold the City harmless from and against all claims or liabilities arising out of or in connection with publicly accessible private park land or publicly accessible private park land instrument;
 - (j) provide that it is governed by the laws of the State of Texas; and
 - (k) provide that it may only be amended or terminated:
 - i. with the consent of all the owners and lienholders of property in the development;
 - ii. upon the dedication of any park land or payment of a fee-in-lieu necessary to meet the requirements of this section; and
 - iii. after approval as to form by the city attorney, and approval by the Director.
- (C) A maximum credit of 50 percent of the total requirement will be given for non-publicly accessible private park land provided within the subdivision or development generating the dedication requirement that meets the requirement of this subparagraph. Private park land eligible for credit must:
- (1) be of a size approved by the Director to appropriately meet the needs of the development;
 - (2) be maintained at a level consistent with minimum City park and recreation maintenance standards;
 - (3) provide landscaping and recreational amenities approved by the Director;
 - (4) have equipment that complies with City standards applicable to the type of equipment; and
 - (5) not be an interior common area.
- (D) The developer may receive a proportional credit, as determined by the Director, based on actual out-of-pocket dollar costs that the developer incurred for the improvement of the private park or recreational facility. The actual out-of-pocket dollar costs must be evidenced by documentation approved by the Director. The proportional credit amount, as determined by the Director, shall count toward meeting the total park development fee imposed on the developer. The park development fee assessed against a development pursuant to this chapter is for the specific purpose of developing the acreage that would be developed for park purposes under this chapter. Each acre of park land will be developed with amenities by the park development fee charged against the development. A developer will be given credit for the amenities they install on their site but the credit will be capped by the maximum amount of the fee that would be charged for the land area they are actually using. A developer may not over commit amenity improvements on a specific tract thereby eliminating the availability of park development fees remaining to be used on the balance of the land projected for dedication by the development for park purposes. Park land development fee credits will be provided as follows:
- (1) Credit may be provided on a dollar for dollar basis for capital improvements on adjacent park land if the capital improvements:

- (a) meet minimum park and recreation standards;
 - (b) are appropriate for the park land and fall in an area where the level of service is not currently being met; and
 - (c) are accepted by the Director.
- (2) Credit may be provided on a dollar for dollar basis for capital improvements on publicly accessible private park land if the capital improvements:
- (a) meet minimum park and recreation standards;
 - (b) are appropriate for the park land and fall in an area where the level of service is not currently being met; and
 - (c) are accepted by the Director.
- (3) A maximum credit of 50 percent of the total requirement may be provided for capital improvements on non-publicly accessible private park land if the capital improvements:
- (a) meet minimum park and recreation standards;
 - (b) are appropriate for the park land and fall in an area where the level of service is not currently being met; and
 - (c) are accepted by the Director.
- (E) Credits requested pursuant to this chapter will only be given for amenities that meet the minimum design and construction standards as set forth by the Department.
- (F) A developer of a subdivision who dedicates more than the required park land requirements for that specific subdivision may receive credits for future park land dedication requirements for other subdivision developments that he may undertake at a future date in the same quadrant.
- (G) A developer of a subdivision may dedicate park land that is not within the boundaries of his or her development and receive park land dedication credits for that subdivision. The proposed park land dedication must be approved by the director prior to the filing of the preliminary plat. The proposed park land dedication property must be in the same quadrant as the proposed subdivision, within a reasonable distance of existing or developing residential neighborhoods and meet the park land dedication criteria outlined in § 156.04.
- (Ord. 1421, passed 4-14-03)

156.08 PARK DEVELOPMENT FUND AND RIGHT TO REFUND

- (A) All funds collected pursuant to this chapter shall be deposited in the City's Park Development Fund and used solely for the acquisition or leasing of park land and the development, improvement, or upgrades of new and existing parks. All expenditures shall be administered in accordance with the current purchasing requirements of the city and the Mansfield Park Facilities Development Corporation. Funds shall not be used for the operation and maintenance of parks.

- (B) The City shall account for all sums paid into the Park Development Fund. Any monies paid into said fund must be expended by the city within ten years from the date that all the land for a neighborhood park for the subdivision has been acquired and when the subdivision(s) adjacent to that park land has been 75% built out. If not so expended within the ten-year period, the then current owners of the property shall, on the last day of such period, be entitled to a refund of the remaining fees. Said owners must submit to the city a written request for the refund within one year of the date of entitlement or the right to receive the refund will be deemed waived and the funds shall remain as property of the city and be used for the general purpose of park land acquisition, design and development as expressed in this chapter.

(Ord. 1421, passed 4-14-03)

156.09 APPROVAL AND APPEAL PROCESS

- (A) The director shall be responsible for the review and approval of all park land dedication and park development fees submitted in accordance with the requirements of this chapter.
- (B) Any decision made by the director may be appealed to the Mansfield Park Facilities Development Corporation.
- (C) The Director may defer the approval of park land dedication or park development fees to the Mansfield Park Facilities Development Corporation for any reason.
- (D) Any decision made by the Mansfield Park Facilities Development Corporation may be appealed to the City Council except for subdivision platting issues that the Planning and Zoning Commission has authority over.

(Ord. 1421, passed 4-14-03)

156.10 NON-RESIDENTIAL DEVELOPMENTS

These Requirements shall apply to all non-residential developments in the City:

- (A) In instances where land is required for trail construction in accordance with the City's Trails Master Plan, the City shall have the right to require the land dedication for approval on the final plat, or to refuse same.
- (B) The City shall have the right to require construction of the trail in accordance with the City's Trails Master Plan standards for trail construction. In instances where a sidewalk and hike/bike trail are in the same location, the hike/bike trail shall replace the sidewalk. If the applicant/developer constructs the hike and bike trail, the hike and bike trail layout and construction plans must be reviewed and approved by the Director prior to approval and release of the construction documents by the City. The hike and bike trail construction must be accepted by the Director and be completed in conjunction with all other public improvements/infrastructure approved by the City for release of the Building Permit. All improvements or construction on or within the dedicated land to be installed by the applicant/developer shall be completed in accordance with the approved Construction Plans. Where retaining walls are constructed adjacent to existing or future hike and bike trails and/or hike and bike trail rights-of-way, the developer/builder shall construct the retaining wall with a subdrain system behind the wall and under the trail and/or trail

rights-of-way to prevent concentrated weep hole drainage. No concentrated run-off (swales or drainage structure outfalls) will be allowed to cross over the hike and bike trail rights-of-way. Finished project shall be maintainable and acceptable as determined by the City.

156.11 REVIEW

The Director shall review the dedication, cash in lieu, and park development fee requirements every two years from the effective date of Ordinance OR-2227-21.

156.12 DEFINITIONS

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

BUILDING means any temporary or permanent structure having a roof or other covering, and designed, built or intended for the shelter or enclosure or partial enclosure of persons, animals, chattels, or movable property of any kind. Where independent units with separate entrances are divided by appropriate fire separations, each unit shall be deemed a building.

BUILDING PERMIT means the permit required for new residential or nonresidential construction and/or additions to buildings pursuant to the Code of the City of Mansfield.

CITY means the City of Mansfield, Texas.

CITY COUNCIL means the City Council of Mansfield, Texas.

DEPARTMENT means the City Department of Parks and Recreation.

DEVELOPER means the owner of land proposed for subdivision or development or an authorized representative of the owner. A subdivider is a developer.

DEVELOPMENT means any activity that requires the submission of a plat or plan for development, or the securing of a permit, or any manmade change to real estate, including, but not limited to, construction of a building or structure, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials. The subdivision of land is development.

DIRECTOR means the superior official of the Parks and Recreation Department, or its successor agency, for the City of Mansfield or his or her authorized representative.

DWELLING UNIT means a building or portion of a building which is arranged, occupied or intended to be occupied as living quarters and includes facilities for food preparation and sleeping (includes structures for single family residences, multi-family, senior living, and senior assisted living facilities) .

FLOODPLAIN means any land area inundated by the base flood.

FLOODWAY or REGULATORY FLOODWAY means the channel of a watercourse and the adjacent floodplain that must be reserved to convey the base flood without cumulatively increasing the base flood elevation more than a designated height.

LEVEL OF SERVICE means the standards and guidelines that define service areas based on population and are used to support investment decisions related to parks, facilities and amenities.

LOT means a designated parcel tract or area of land established by a plat to be separately owned, used, developed or built upon.

NEIGHBORHOOD PARK means a park of approximately 5-10 acres accessible to residents who live within a ½ mile radius of the park. Neighborhood parks should be designed to service a specific neighborhood area and may include the following: multipurpose trails, open space buffer areas, active recreation for team or individual sports, playgrounds with unitary rubber safety surfacing, picnic areas with grills, pavilions and similar uses. (Refer to the Park, Recreation, Open Space and Trails Master Plan for a more detailed description, recreation activity menu and an example of a typical Neighborhood Based Park).

NONRESIDENTIAL means a use other than residential including, but not limited to, commercial, industrial, office, retail, institutional and a religious institution.

OPEN SPACE means areas remaining free of buildings, structures or other improvements.

PARK DEVELOPMENT FEE means a fee assessed to an applicant to offset the pro-rata costs for the development of amenities and improvements as a result of the new residential development.

PARKS MASTER PLAN means the official adopted Parks, Recreation, Open Space and Trails Master Plan for the City of Mansfield and amendments thereto, including policies or development strategies in the City's Comprehensive Plan.

PLAT means a map, plan or drawing of a subdivision established and provided for in the City Subdivision Ordinance. A plat may be a preliminary plat, final plat, replat, amending plat, minor plat, plat vacation, or other plat.

PROPERTY means a legally described parcel of land capable of development pursuant to applicable City ordinances and regulations.

OWNER means a person who has a fee simple ownership in land, or a person acting on behalf of or through authority granted by the owner.

RESIDENTIAL DEVELOPMENT means the development of any property for a dwelling or dwellings, other than motels, hotels, shelter used temporarily for transients, or other similar uses.

SUBDIVISION means the division of a tract situated within the City or the City's extraterritorial jurisdiction into two or more parts for the purpose of sale, lease or development. A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method, shall include a replat and a one-lot plat. A division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated, shall not constitute the subdivision of land.

TRAILS MASTER PLAN means the long-range plan that guides the creation of a network of trails, sidewalks, and bike routes that connect the entire City.

Mansfield Park Land Dedication and Development Fee Ordinance
Park Planning Quadrants

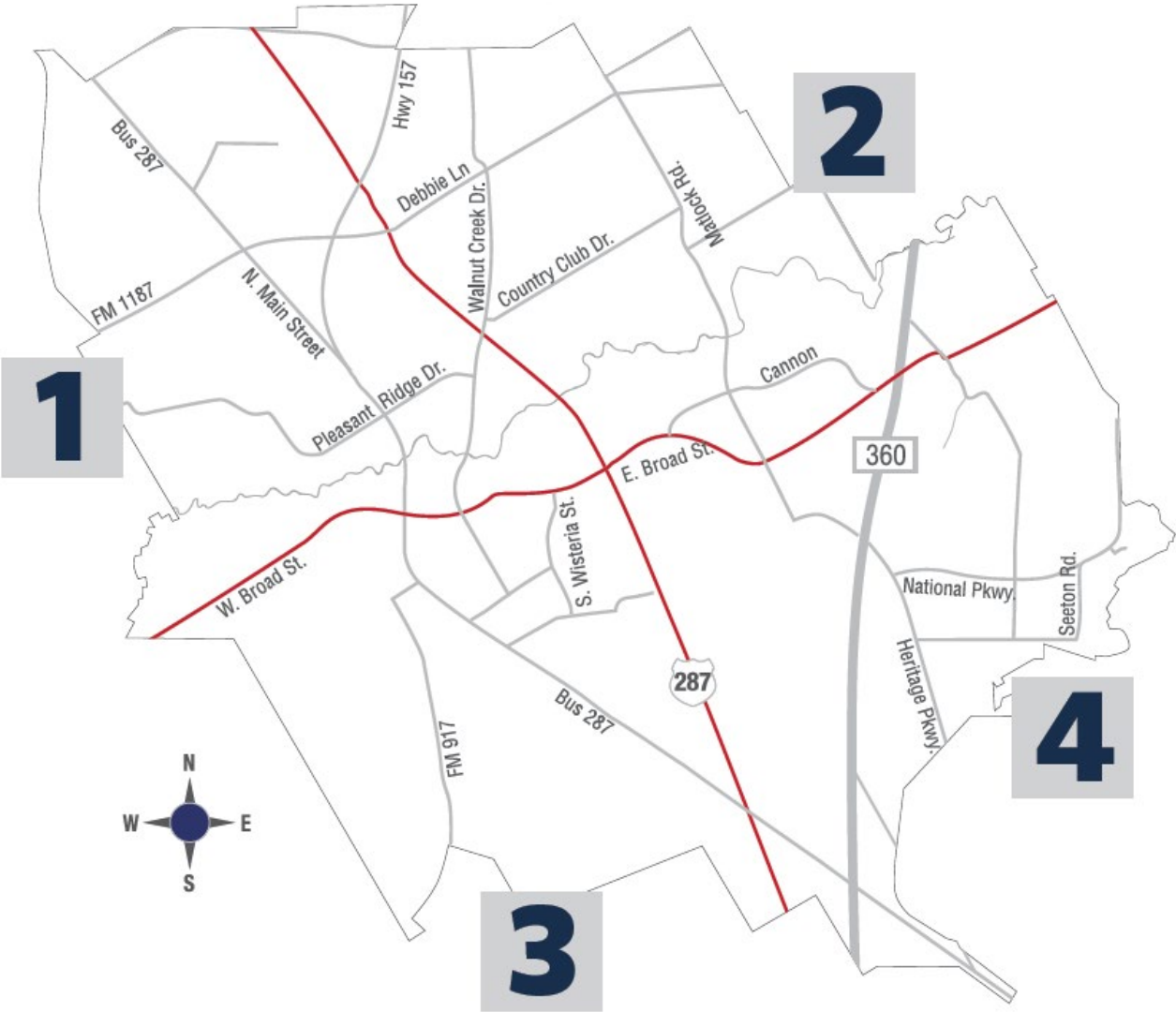


EXHIBIT A2

Mansfield Park Land Dedication and Development Fee Ordinance Fee Calculation Methodology

Park Land Level of Service in 2020 Citywide Parks Master Plan

Neighborhood Parks - 1.5 Acres per 1000 population

Community Parks - 5.0 Acres per 1000 population

Linear Parks – 2.0 Acres minimum per 1000 population

Land Requirements

- Neighborhood Parks and Linear Parks - 3.5 Acres per 1000 population
- $1000 / 3.5 \text{ acres} = 1 \text{ acre of neighborhood/linear park per every 285 residents of Mansfield}$
- Average household size in Mansfield per 2020 Census – 3.07 residents per household
- $285 \text{ residents per acre of neighborhood park and linear park} / 3.07 \text{ persons per household} = 93.1 \text{ dwelling units per acre of parkland required.}$

Round up to 100 dwelling units per acre of parkland required

**** In cases where floodplain land or property is proposed to be conveyed to satisfy the parkland requirements, a credit may be given based upon the following formula or ratio: two acres of floodplain shall equal one acre of non-floodplain land.**

Park Acquisition Cost (to determine fee in lieu of land)

Assumption that 1 acre of land costs \$100,000 to purchase (in area that is being developed, not large agricultural tracts)

Residential Type	Fee Calculation	Fee per Dwelling Unit
Single Family	\$100,000 / 100 dwelling units	\$1,000
Multi-Family	\$100,000 / 80 dwelling units	\$1,250

Park Development Cost (to determine fee for development)

- Recommended size of neighborhood parks in Mansfield - 5 acres minimum
- Development cost per neighborhood park (5 to 10 acre size) - \$1,270,750
- Cost per acre of development - \$127,075 to \$254,150
- Average per acre cost is \$190,000 per acre

Residential Type	Fee Calculation	Fee per Dwelling Unit
Single Family	\$190,000 / 100 dwelling units	\$1,900
Multi-Family	\$190,000 / 80 dwelling units	\$2,375

Summary	Fee in Lieu of Land	Park Development Fee	Total
Single Family Residential	\$1,000 per du	\$1,900 per du	\$2,900 per du
Multi Family Residential	\$1,250 per du	\$2,375 per du	\$3,625 per du

LEGAL DESCRIPTION

BEING a tract of land located in the City of Mansfield, Johnson County, Texas, part of the B.B.B. & C.R.R. Survey, Abstract No. 83, being part of that called 185.644 acre tract of land described in a Special Warranty Deed to First Texas Homes, Inc. as recorded in Document Number 2019-571, Deed Records Johnson County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "MILLER 5665" found at the south corner of said 185.644 acre tract, said point also being in the approximate centerline of Bedford Road (an unrecorded right-of-way), said point also being the east corner of a called 55.61 acre tract of land described in deed to William Troy Sells, and wife, Brenda J. Sells Revocable Living Trust recorded in County Clerk's Document Number 2014-25753, Deed Records Johnson County, Texas;

THENCE North 30 degrees 19 minutes 46 seconds West, 730.51 feet along the southwest line of said 185.644 acre tract and along the northeast line of said 55.61 acre tract, to a three-quarter inch iron rod found for the north corner of said 55.61 acre tract;

THENCE, over and across said 185.644 acre tract, North 02 degrees 35 minutes 12 seconds East, a distance of 621.90 feet to a one-half inch iron rod with cap stamped "JBI" set for the **POINT OF BEGINNING**;

THENCE, continuing over and across said 185.644 acre tract as follows:

North 30 degrees 15 minutes 25 seconds West, a distance of 257.45 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right through an angle of 90 degrees 15 minutes 12 seconds, having a radius of 175.00 feet, an arc length of 275.66 feet, a chord bearing of North 14 degrees 52 minutes 11 seconds East and a chord distance of 248.03 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 59 degrees 59 minutes 47 seconds East, a distance of 295.16 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 75 degrees 00 minutes 13 seconds East, a distance of 14.14 feet to a point on a line.

South 30 degrees 00 minutes 13 seconds East, a distance of 90.30 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right through an angle of 14 degrees 45 minutes 27 seconds, having a radius of 175.00 feet, an arc length of 45.07 feet, a chord bearing of South 22 degrees 37 minutes 29 seconds East and a chord distance of 44.95 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 15 degrees 14 minutes 45 seconds East, a distance of 25.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 26 degrees 53 minutes 04 seconds West, a distance of 14.83 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

SCALE:
1" = 200'

DATE
07/28/2019

DRAWN
W.J.J.

PROJECT
BBC001



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

LEGAL DESCRIPTION (CONT'D)

Along said curve to the left through an angle of 206 degrees 57 minutes 24 seconds, having a radius of 50.00 feet, an arc length of 180.60 feet, a chord bearing of South 40 degrees 12 minutes 09 seconds East and a chord distance of 97.25 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 53 degrees 40 minutes 52 seconds East, a distance of 40.90 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 74 degrees 45 minutes 15 seconds East, a distance of 19.54 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 16 degrees 07 minutes 29 seconds East, a distance of 37.92 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the left;

Along said curve turning to the left through an angle of 15 degrees 03 minutes 14 seconds, having a radius of 740.38 feet, an arc length of 194.53 feet, a chord bearing of South 22 degrees 46 minutes 23 seconds East and a chord distance of 193.97 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 30 degrees 18 minutes 00 seconds East, a distance of 50.59 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a non-tangent curve to the right;


Along said curve to the right through an angle of 28 degrees 58 minutes 10 seconds, having a radius of 320.00 feet, an arc length of 161.80 feet, a chord bearing of South 74 degrees 11 minutes 05 seconds West and a chord distance of 160.08 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 88 degrees 40 minutes 10 seconds West, a distance of 138.59 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the left;

Along said curve to the left through an angle of 28 degrees 55 minutes 35 seconds, having a radius of 380.00 feet, an arc length of 191.85 feet, a chord bearing of South 74 degrees 12 minutes 22 seconds West and a chord distance of 189.82 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 59 degrees 44 minutes 35 seconds West, a distance of 2.80 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 75 degrees 15 minutes 25 seconds West, a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 234,995 square feet or 5.395 acre of land.


William J. Johnson
Registered Professional Land Surveyor No. 5426



SCALE:
1" = 200'

DATE
07/28/2019

DRAWN
W.J.J.

PROJECT
BBC001



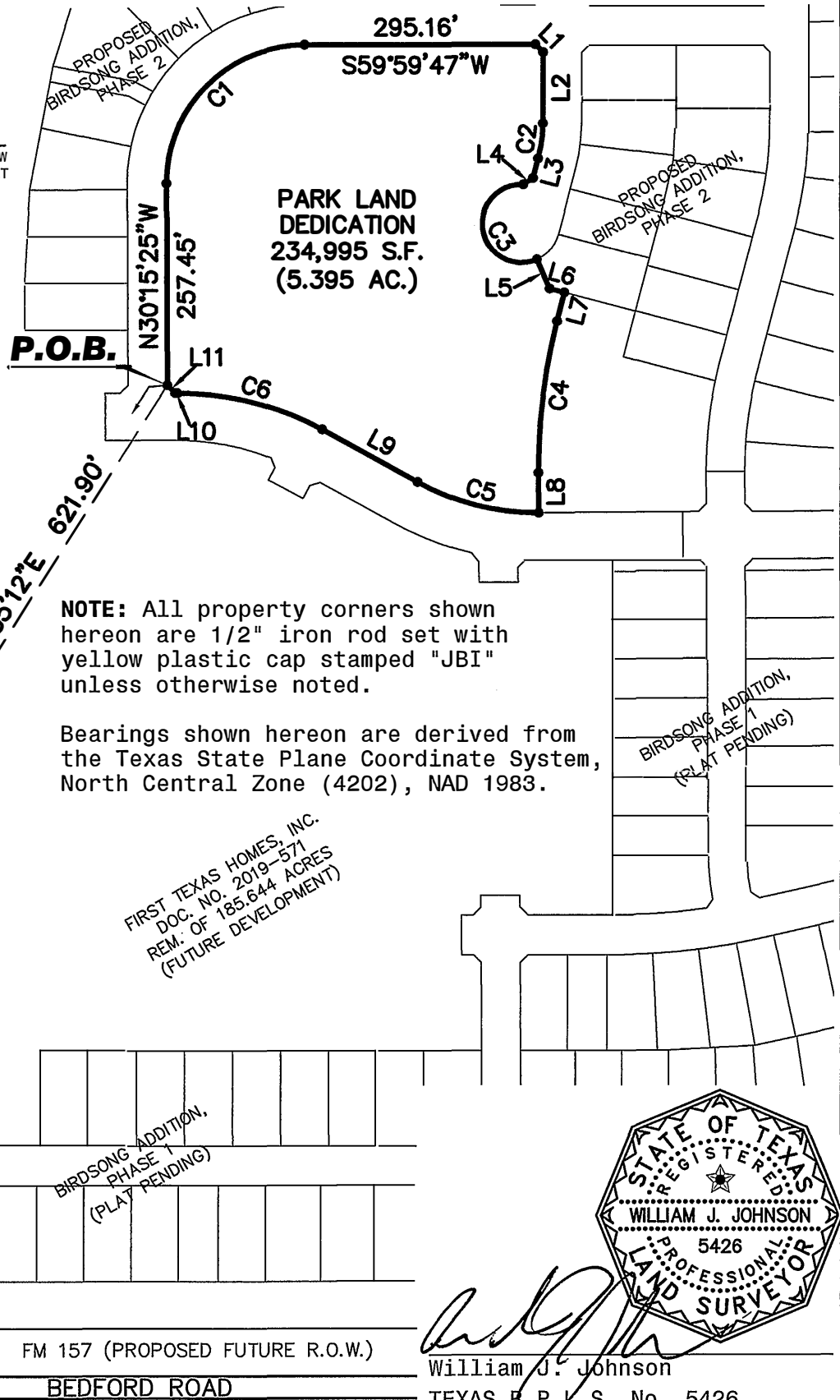
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

0 100' 200'
SCALE: 1"=200'

LEGEND

1/2" I.R.S. 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JBI" SET
(CM) CONTROLLING MONUMENT
I.R.F. IRON ROD FOUND
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
R.O.W. RIGHT-OF-WAY

FIRST TEXAS HOMES, INC.
DOC. NO. 2019-571
REM. OF 185.644 ACRES
(FUTURE DEVELOPMENT)



NOTE: All property corners shown hereon are 1/2" iron rod set with yellow plastic cap stamped "JBI" unless otherwise noted.

Bearings shown hereon are derived from the Texas State Plane Coordinate System, North Central Zone (4202), NAD 1983.

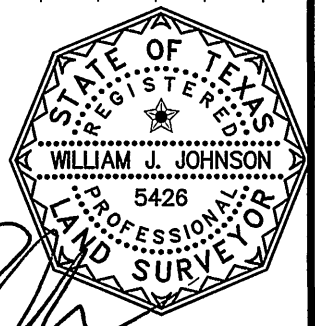
FIRST TEXAS HOMES, INC.
DOC. NO. 2019-571
REM. OF 185.644 ACRES
(FUTURE DEVELOPMENT)

WILLIAM TROY SELLS AND
BRENDA J. SELLS
REVOCABLE LIVING TRUST
DOC. NO. 2014-25753
O.P.R.J.C.T.

P.O.C.

1/2 CIRF
"MILLER 5665"
(CM)

FM 157 (PROPOSED FUTURE R.O.W.)
BEDFORD ROAD



William J. Johnson
TEXAS R.P.L.S. No. 5426

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

SCALE:
1" = 200'

DATE
07/28/2019

DRAWN
W.J.J.

PROJECT
BBC001

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S75°00'13"E	14.14'
L2	S30°00'13"E	90.30'
L3	S15°14'45"E	25.38'
L4	S26°53'04"W	14.83'
L5	S53°40'52"E	40.90'
L6	N74°45'15"E	19.54'
L7	S16°07'29"E	37.92'
L8	S30°18'00"E	50.59'
L9	S88°40'10"W	138.59'
L10	S59°44'35"W	2.80'
L11	N75°15'25"W	14.14'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	275.66'	090°15'12"	175.00'	175.78'	N14°52'11"E	248.03'
C2	45.07'	014°45'27"	175.00'	22.66'	S22°37'29"E	44.95'
C3	180.60'	206°57'24"	50.00'	208.61'	S40°12'09"E	97.25'
C4	194.53'	015°03'14"	740.38'	97.83'	S22°46'23"E	193.97'
C5	161.80'	028°58'10"	320.00'	82.67'	S74°11'05"W	160.08'
C6	191.85'	028°55'35"	380.00'	98.01'	S74°12'22"W	189.82'

SCALE:
1" = 200'

DATE
07/28/2019

DRAWN
W.J.J.

PROJECT
BBC001



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

EXHIBIT C

OPEN SPACE CONCEPT C



JB PARTNERS, INC
2121 MIDWAY RD, STE 300
CARROLLTON, TEXAS 75006
Landscape Architect's Opinion

Preliminary Cost Estimate - Open Space
Birdsong
Mansfield, Texas
JB Project No. BBC001

Date: 2/14/22
Prepared By: R. Graciano

A. Open Space Hardscape					
Item	Description	Quantity	Unit	Unit Prices	Subtotal
1.	Grading	1	LS	\$ 15,000.00	\$15,000.00
2.	Clearing and Grubbing	6	AC	\$ 1,000.00	\$5,800.00
3.	Trail Heads (24" sq. Stone Columns)	8	EA	\$ 2,000.00	\$16,000.00
4.	Concrete Paving - 5" thick	21,500	SF	\$ 6.00	\$129,000.00
5.	Barrier Free Ramps	5	EA	\$ 1,500.00	\$7,500.00
6.	Pavilion (30'x40')	1	EA	\$ 90,000.00	\$90,000.00
7.	Furnishing (Benches, Trash Receptacles, & Picnic Tables)	1	LS	\$ 15,000.00	\$15,000.00
8.	Playground Equipment (2-5 and 5-12)	1	LS	\$ 265,000.00	\$265,000.00
9.	Pour-In-Place Playground Surface	5,000	SF	\$ 30.00	\$150,000.00
10.	Subsurface Drainage	1	EA	\$ 5,000.00	\$5,000.00
11.	Electric/Lighting	1	LS	\$ 15,000.00	\$15,000.00
Subtotal Section A - Open Space Hardscape					\$713,300.00
B. Open Space - Landscape					
Item	Description	Quantity	Unit	Unit Prices	Subtotal
1.	3" Caliper Shade Trees	52	EA	\$ 550.00	\$28,600.00
2.	10'-12' ht. Ornamental Trees	5	EA	\$ 375.00	\$1,875.00
3.	5 Gallon Shrubs/Groundcover	50	EA	\$ 22.00	\$1,100.00
4.	Bermuda Sod	20,000	SY	\$ 3.75	\$41,250.00
5.	Permanent irrigation system	90,000	SF	\$ 1.15	\$113,850.00
6.	Water Service (Meters) - 2" meter	1	EA	\$ 3,500.00	\$3,500.00
Subtotal Section B - Open Space - Landscape					\$190,175.00
Sub Total Sections A and B					\$903,475.00
10% Contingency					\$90,347.50
TOTAL ESTIMATED PROJECT COST					\$993,822.50



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4549

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution to Consider Naming the Pond Behind the Parks Administration Building Located at 1164 Matlock Road, "Toby Goodman Pond"

Requested Action

Consider the MPFDC's Naming Recommendation for Parks Administration Pond

Recommendation

Approve Resolution

Description/History

In March 2019, the Parks and Recreation Department opened a new administration building at 1164 Matlock Road. The property includes a small pond behind the building that is partially owned by the MPFDC. On January 24, 2022, the department received a proposal to name the pond after Representative Toby Goodman in honor of his years of service to the City of Mansfield.

Justification

In an effort to name parks and facilities, the President of the MPFDC appointed a naming committee to make recommendations to the Board. The committee met on February 7, 2022 to discuss the proposed name for pond. If the board approves the name for the pond, it will be forwarded to City Council for final consideration and action.

Funding Source

N/A

Prepared By

Matt Young, Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397

RESOLUTION NO. _____**A RESOLUTION TO CONSIDER NAMING THE POND BEHIND THE PARKS ADMINISTRATION BUILDING LOCATED AT 1164 MATLOCK ROAD, "TOBY GOODMAN POND"**

WHEREAS, the Parks and Recreation Department opened a new administration building at 1164 Matlock Road in March 2019; and,

WHEREAS, the property includes a small pond behind the building that is partially owned by the Mansfield Park Facilities Development Corporation (MPFDC); and,

WHEREAS, the MPFDC voted unanimously at their March 3rd meeting to accept the naming recommendation.

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

SECTION 1.

That the City Council accepts the recommendation of the MPFDC to name the pond behind the Parks Administration Building located at 1164 Matlock Road, "Toby Goodman Pond."

SECTION 2.

That this resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 7TH DAY OF MARCH, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**CITY OF MANSFIELD
PARKS AND COMMUNITY SERVICES**

POLICY FOR NAMING PARK LANDS AND FACILITIES

A. PROCEDURE FOR NAMING PARK LANDS AND FACILITIES:

1. The chairman of the Mansfield Park Facilities Development Corporation (MPFDC) shall name a committee that will be responsible for recommending a name for all park lands and facilities to the Board.
2. The committee shall be responsible for research, study and recommendation of a proposed name to the Board. Rationale for the selection of the recommended name shall be given in writing.
3. The MPFDC shall approve or disapprove of the name recommended by the committee.
4. If the committee's recommendation is disapproved by the Board, then the matter may be referred back to the committee for further action.
5. Upon approval, the recommended name will be forwarded to the City Council for their final consideration and action.

B. GUIDELINES FOR NAMING PARK LANDS AND FACILITIES:

1. Park lands shall be named within sixty days after acquisition, construction completion or at the earliest possible time.
2. Park lands and facilities shall be named in the following manner:
 - a. In honor of individuals who donate land or funds for park space;
 - b. In honor of historical events;
 - c. In honor of a deceased national and state heroes;
 - d. In honor of deceased community leaders;
 - e. In relation to predominant characteristics or physical features (lake, trees, stream, river) of the land;
 - f. In relation to sub-divisions within the City;
 - g. In relation to streets adjacent to the park;
 - h. In recognition of an individual due to special circumstances or events.
3. Facilities that are a part of or lie within the boundaries of a park will normally bear the name of that park unless otherwise determined by the MPFDC and/or City Council.

Toby Goodman Pond

For 16 years Representative Toby Goodman represented Texas House District 93 which during his time included large parts of Mansfield, Arlington and Grand Prairie. The Honorable Toby Goodman graduated from Texas Christian University and went on to earn his law degree at Baylor University. In 1974, he was hired as assistant city attorney in Arlington and entered private practice three years later. He established the firm of Goodman and Clark. Additionally, he taught as an adjunct professor at the University of Texas at Arlington. Devoted to his profession, he served as a director of both the Arlington Bar Association and the Tarrant County Family Law Bar Association and he was a Fellow and Life Member of the Texas Bar Association.

This dedicated public servant was first elected to the Texas House in 1990, and his tenure in the state legislature ultimately spanned 16 years from 1991 to 2007. He distinguished himself as chair of the Juvenile Justice and Family Issues Committee for four of his eight terms in office. His tireless efforts to reform the juvenile justice system led to sweeping changes that were emulated across the country. He was also instrumental in rewriting the Texas Family Code. Moreover, he championed the rise of UTA as a Tier 1 institution, helping the university to attain support for development, research, and building construction. Toby was a steadfast advocate for the City of Mansfield, City of Arlington and the City of Grand Prairie. His leadership also benefited the Governor's Juvenile Justice Task Force, as well as the Tarrant County Civil Justice Task Force. Toby also served as Vice Chairman on Prairie View A&M Board on Juvenile Justice Educational Section from 1997 to 2006. His substantial legislative accomplishments reflect his intellect and work ethic, as well as the respect that he enjoyed among his colleagues. He was loved for his sense of fairness and world class sense of humor. He achieved positive results through a strong work ethic and quiet determination.

After leaving office, Mr. Goodman continued to advocate for children. He was a longtime member of the Greater Arlington Chamber of Commerce, which presented him with its 2016 Star Award. His other honors included being named Legislator of the Year five times by Texas Court Appointed Special Advocates for Children. He also received that honor from the National Child Support Enforcement Association and the Texas Council of Child Welfare Boards. In addition, he was selected as one of the state's Ten Best Legislators by Texas Monthly and as an Honorary Distinguished Alumni by UTA. Through his commitment to benefiting children and families, Toby Goodman made a lasting, positive difference in the lives of countless Texans. His contributions will continue to resonate in the years to come.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4550

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the Execution of a Memorandum of Understanding with the Mansfield Veterans Memorial and Tribute Foundation With Regards to the Veterans Memorial at Julian Feild Park

Requested Action

Approve a Resolution to Execute a Memorandum of Understanding

Recommendation

Approve Resolution

Description/History

Julian Feild Park is an 8-acre park located at 1531 E. Broad Street. It is currently home to a small playground, two small parking lots and the Serenity Gardens. The Mansfield Park Facilities Development Corporation purchased three of the acres in 2018 to allow for the expansion of the park to include other amenities such as a looped walking trail and picnic stations. The acquisition also allowed for a potential future connection to the Walnut Creek Linear Park system through James McKnight Park West.

Later in 2018, the City Council's Public Memorials Sub-Committee began meeting to discuss a possible veterans memorial in our city. After evaluating 12 different locations, the City Council accepted the sub-committee's recommendation and formally selected Julian Feild Park as the site for a future veterans memorial at their February 25, 2019 meeting.

In 2021, the City contracted with Kimley-Horn and Associates to complete a conceptual master plan and develop cost estimates for the proposed veterans memorial. At the January 10, 2022 City Council meeting, members of the Mansfield Veterans Memorial and Tribute Foundation (Foundation) formally requested that the City Council consider adding the veterans memorial project to the proposed May 2022 bond election.

The attached, proposed Memorandum of Understanding (MOU) has been developed in cooperation between City staff, the City Council and the Foundation. The term of the MOU shall commence on the effective date and continue for one year, unless earlier terminated in accordance with the MOU. The parties may extend the MOU by a duly approved and signed written agreement.

Justification

The proposed MOU outlines the terms and responsibilities necessary to set forth the respective rights, obligations, and expectations of both parties prior to investing additional resources to construct, install, and maintain the improvements on the park.

Funding Source

N/A

Prepared By

Matt Young, Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MANSFIELD VETERANS MEMORIAL AND TRIBUTE FOUNDATION IN REGARDS TO THE VETERANS MEMORIAL AT JULIAN FEILD PARK**

WHEREAS, the City of Mansfield (City) is the owner of real property known as Julian Feild Park (Park) and certain improvements thereon, located at 1531 E. Broad Street, Mansfield, Tarrant County, Texas; and,

WHEREAS, the mission of the Mansfield Veterans Memorial and Tribute Foundation (Foundation) is to provide educational opportunities and recognition for the efforts of personnel in their service to the country from all branches of the military; and,

WHEREAS, City and Foundation have identified an area within the Park where they believe a memorial and related improvements can be suitably placed; and,

WHEREAS, both parties believe it is appropriate and necessary to set forth their respective rights, obligations, and expectations prior to investing additional resources to construct, install, and maintain the improvements on the Park; and,

WHEREAS, both parties desire to enter into this MOU on the terms and conditions set forth herein.

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

SECTION 1.

That the City Council approves executing a memorandum of understanding with the Mansfield Veterans Memorial and Tribute Foundation in regards to the Veterans Memorial at Julian Feild Park.

SECTION 2.

That this resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 7TH DAY OF MARCH, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANSFIELD VETERANS MEMORIAL AND TRIBUTE FOUNDATION
AND THE
CITY OF MANSFIELD, TEXAS**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2022 (“Effective Date”), by and between the City of Mansfield, Texas (“City”) and the Mansfield Veterans Memorial and Tribute Foundation (“Foundation”). City and Foundation may sometimes hereafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, City is the owner of real property known as Julian Feild Park (“Park”) and certain improvements thereon, located at 1531 E. Broad Street, Mansfield, Tarrant County, Texas; and

WHEREAS, Foundation’s mission is to provide educational opportunities and recognition for the efforts of personnel in their service to the country from all branches of the military; and

WHEREAS, City and Foundation have identified an area within the Park where they believe a memorial and related improvements can be suitably placed; and

WHEREAS, both Parties believe it is appropriate and necessary to set forth their respective rights, obligations, and expectations prior to investing additional resources to construct, install, and maintain the improvements on the Park; and

WHEREAS, both Parties desire to enter into this MOU on the terms and conditions set forth herein.

NOW, THEREFORE, in furtherance of Resolution No. _____ and in order to advance their mutual objectives with respect to the Park, the Parties agree as follows:

**ARTICLE 1
TERM**

1.01 Term. The term of this MOU shall commence on the Effective Date and continue thereafter for one (1) year, unless earlier terminated in accordance with this MOU. The Parties may extend this MOU by a duly approved and signed written agreement.

1.02 Early Termination. Either Party may terminate this MOU by providing the other party sixty (60) days advance written notice.

1.03 No Reimbursement of Contributions. At the expiration of the Term, or should this MOU be terminated by either Party with or without cause for any reason, any financial contributions made in furtherance of this MOU will be forfeited and shall not be reimbursed or refunded by City. Any funds to be reimbursed by City must be done by separate mutual agreement between the Parties.

ARTICLE 2 IMPROVEMENTS

2.01 The Memorial. City desires to establish a veteran's memorial (the "Memorial") in the Park. City will endeavor to provide necessary funding for the design and construction of all improvements associated with the Memorial.

2.02 Policies and Guidelines. Foundation agrees to establish policies and guidelines for artwork, sculptures, statues, or other Park improvements (collectively, the "Improvements") that Foundation or other entities propose to be installed in the Memorial areas or Park.

2.03 Foundation Recommendations. Foundation will make recommendations to the City Council for inclusion of Improvements in the Memorial areas or Park.

2.04 Foundation Fundraising.

(a) Prior to beginning the fundraising campaign for any physical asset on the park property or commissioning Improvements, the Foundation must receive written approval from an authorized City representative.

(b) After receiving written approval from an authorized City representative, Foundation agrees to fundraise for maintenance of minor Park improvements (i.e. park amenities and educational opportunities).

2.05. Capital Campaign. After the Foundation identifies a project and submits a request and has received written approval from an authorized City representative, Foundation agrees to initiate a capital campaign to fund identified needs for the Memorial areas or Park (park benches, flag poles, sponsorships).

2.06. City Council Approval. City Council approval is required for the design, construction, and installation of all Improvements.

2.07. Construction and Installation. Unless Foundation is authorized to do so by an authorized City representative, City will construct and install all Park Improvements.

ARTICLE 3 PARK USE

3.01 Educational Programs. City agrees to permit educational programs in and around the Memorial areas in accordance with rules and regulations that City may establish.

3.02 Special Events. City agrees to allow Foundation to annually conduct four large events in the Park without the need to pay associated permit fees; provided, that Foundation shall, by January 31st of each year, submit the dates of these events and required paperwork to properly plan for the events, and apply for a special event permit in accordance with the City's rules and regulations.

3.03 Special Event Requests. Foundation agrees that any special events in excess of the four events described in Section 3.02 will require Foundation to submit requests for additional special events at least ninety (90) days prior to event date and in compliance with all City rules and regulations.

ARTICLE 4 ADDITIONAL FOUNDATION OBLIGATIONS

4.01 501(c)(3) Status. Foundation agrees to maintain its 501(c)(3) status throughout the Term of this MOU.

4.02 Veteran's Database. Foundation agrees to promote registration of City's veteran's database and the City agrees, to the extent permitted by law, -to make available the database to the Foundation to promote approved events.

4.03 Volunteer Waivers. Foundation agrees to collect and maintain waivers for volunteer projects in the Park sponsored by the Foundation (i.e. cleanup days), on a form provided by the City.

4.04 Donor Recognition. Foundation agrees to develop policies and a process for recognizing donors which have contributed towards the Park, the Memorial, or the Improvements.

4.05 Indemnification. FOUNDATION SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ANY OFFICER, AGENT, EMPLOYEE, OR OFFICIAL OF THE CITY, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF FOUNDATION, ITS PERSONNEL, EMPLOYEES, MEMBERS, PARTICIPANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS MOU.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.01 Amendments. Modifications or amendments to this MOU must be duly approved by each Party in writing and signed by an authorized agent of each Party.

5.02 No Rights Granted. Nothing in this MOU is intended to, nor shall this MOU transfer or grant any property interest, franchise, license, right, permission or approval except as expressly provided herein.

5.03 Interpretation. The Parties acknowledge that this MOU in its final form is the result of the combined efforts of the Parties. Should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

5.04 Compliance with Laws. Each Party agrees to use best efforts in pursuit of this MOU, and shall at all times comply with all applicable federal, state and local laws, regulations and requirements now in force and as they may be enacted, issued, or amended during the term of this MOU for any acts taken hereunder.

5.05 Final Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this MOU.

5.06 Governing Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this MOU and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this MOU.

5.07 Notice. Any communications or notices required to implement this MOU shall be sent by electronic mail or mail to each Party as set forth below. The Party and address of the Party for notification under this MOU may be changed by notification given in accordance with this section.

If to the City:

City of Mansfield

Attn: Matt Young

Director of Community Services

1164 Matlock Road

Mansfield TX 76063

Matt.Young@mansfieldtexas.gov

817-728-3397

If to Foundation:

Mansfield Veterans Memorial and Tribute
Foundation

Attn: Tim Milligan

Chairman

PO Box 172

Mansfield TX 76063

milligant@aol.com

972-342-8044

5.08 Governmental Function. The Parties agree that this MOU serves the public purpose of assisting in the planning and development of a city park and is for all purposes a governmental function of City for the benefit of the citizens of City and the State of Texas. The Parties further agree that this MOU is entered into for the purpose of carrying out governmental functions which are enjoined on City by law and given to it by the State of Texas as part of the State's sovereignty.

5.09 Attorneys' Fees. Should any party institute any action or proceeding to enforce any provision of this MOU or for damages by reason of any alleged breach of any provision hereof, the prevailing party shall be entitled to recover from the other party all costs and expenses (including reasonable attorneys' fees) incurred by such prevailing party in connection with such

action or proceeding. A party also shall be entitled to recover all reasonable, third-party costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of any judgment or settlement in its favor obtained in such action or proceeding (and in any such judgment provision shall be made for the recovery of such post judgment costs and expenses.)

5.10 Execution. City's city manager, or his or her designee, is authorized to execute this MOU.

CITY OF MANSFIELD

By:_____

Name:_____

Title:_____

ATTEST:

Susana Marin, City Secretary

**MANSFIELD VETERANS
MEMORIAL AND TRIBUTE FOUNDATION**

By:_____

Name:_____

Title:_____



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4558

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing the City Manager to Finalize and Execute an Amendment to a Chapter 380 Agreement with Texas Tech University Health Sciences Center

Requested Action

Authorize the City Manager to Finalize and Execute the Amendment to the Texas Tech University Health Sciences Center 380 Agreement.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve and authorize the City Manager to finalize and execute the amendment to the Texas Tech University Health Sciences Center 380 Agreement.

Description/History

On May 28, 2021, the City entered into a 380 agreement with Texas Tech University Health Science Center. Texas Tech University agreed to an expansion of its Bachelor of Science of Nursing Program in Mansfield. The City agreed to provide monetary support to the program.

Tarrant County desires to participate in the Program and make the Payment Obligation to Texas Tech University Health Science Center in lieu of the City making the payment.

The City desires to amend the agreement to allow Tarrant County to make the Payment Obligation in lieu of the City making payment.

Justification

The City of Mansfield, Texas will not be obligated to make payment to Tarrant County.

Funding Source

N/A

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN AMENDMENT TO A CHAPTER 380 AGREEMENT WITH TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**

WHEREAS, on May 28, 2021, the City of Mansfield and Texas Tech University Health Science Center (“TTUHSC”) entered into a Chapter 380 Agreement (“Agreement”); and,

WHEREAS, pursuant to the Agreement, TTUHSC, a health sciences center of higher education, has expanded TTUHSC’s School of Nursing Bachelor of Science in Nursing Program in the City (the “Program”); and,

WHEREAS, the Program will increase access to and availability of nurses in the City, the North Texas region, and the State of Texas, which in turn will result in creation of jobs and stimulate economic activity on a local, regional, and statewide level; and,

WHEREAS, pursuant to the Agreement, the City is obligated to pay TTUHSC \$525,525 on or before May 15, 2022 (“Payment Obligation”); and,

WHEREAS, Tarrant County desires to participate in the Program and make the Payment Obligation to TTUHSC in lieu of the City making payment; and,

WHEREAS, the City desires to amend the Agreement to allow Tarrant County to make the Payment Obligation in lieu of the City making payment.

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

SECTION 1.

The City Manager is authorized to finalize and execute an amendment to the Agreement or other documents which would relieve the City from making the Payment Obligation.

SECTION 2.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 7TH DAY OF MARCH, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4564

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Receiving City Secretary's Certification of Unopposed Candidates for the May 7, 2022 General Election and Providing an Effective Date

Requested Action

Approve Resolution Receiving Certification of Unopposed Candidates

Recommendation

Approve Resolution Receiving Certification of Unopposed Candidates

Description/History

On February 14, 2022, the City Council adopted Resolution No. RE-3821-22 ordering a general election to be held May 7, 2022 for the purpose of electing Mayor, Place 1 and Council Member, Place 2. The filing period for placement on the ballot began January 19, 2022 and concluded February 18, 2022.

One application for a place on the ballot was received for the office of Mayor, Place 1 by the filing deadline. One write-in candidate declaration was received for the office of Mayor, Place 1 by the deadline for the list of write-in candidates on February 22, 2022. A certificate of withdrawal was submitted on February 25, 2022 by one of the candidates leaving this seat with one unopposed candidate.

Two applications for a place on the ballot were received for the office of Council Member, Place 2. A certificate of withdrawal was submitted on February 23, 2022 by one of the candidates leaving that seat with one unopposed candidate.

As the authority responsible for having the official ballot prepared, the city secretary is required to certify in writing that the candidates are unopposed for the election. This certification is to be delivered to the governing body as soon as possible after the filing deadlines for placement on the ballot and list of write-in candidates.

The attached resolution contains the Certification of Unopposed Candidates. Following receipt of the Certification of Unopposed Candidates, the Council may take action declaring each unopposed candidate elected to office and canceling the election.

Justification

The Certification of Unopposed Candidates is provided pursuant to Section 2.052 of the Texas Election Code.

Funding Source

N/A

Prepared By

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

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, RECEIVING CITY SECRETARY'S CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE MAY 7, 2022, GENERAL ELECTION AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City of Mansfield Charter provides that City Elections shall be held in accordance with the laws of the State of Texas; and,

WHEREAS, Section 41.001(a) of the Texas Election Code, as amended by the 84th Texas Legislature, establishes the first Saturday in May as a Uniform Election date for the purposes of conducting a General Election; and,

WHEREAS, Section 3.004(b) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a General Election for the purposes of electing members to the governing body; and,

WHEREAS, the Council approved Resolution No. RE-3821-22, calling the May 7, 2022, General Election; and,

WHEREAS, the authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office if, were the election held, only the votes cast for that candidate in the election for that office may be counted.

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

Section 1. Certification of the City Secretary. As the authority responsible for having the official ballot prepared, the City Secretary hereby certifies that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022.

Office	Candidate	Term
Mayor, Place 1	Michael Evans	3 years
Council Member, Place 2	Tamera Bounds	3 years

Section 2. Posting of Canceled Election. Notice of the canceled election shall be given as required by Chapter 2 of the Election Code.

Section 3. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 4. Effective Date. This resolution shall be effective upon its adoption.

PASSED AND APPROVED this 7th day of March, 2022.

Michael Evans, Mayor on behalf of City Council

ATTEST:

Susana Marin, City Secretary

AW12-1
 Prescribed by Secretary of State
 Section 2.051 – 2.053, Texas Election Code
 2/14

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
 OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
 CERTIFICACIÓN DE CANDIDATOS ÚNICOS
 PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de Mayo del 2022

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Mayor, Place 1 (Alcalde, Lugar 1)	Michael Evans
Council Member, Place 2	Tamera Bounds

Susana Marin
Signature (Firma)

Susana Marin
Printed name (Nombre en letra de molde)

City Secretary (Secretaria de la Ciudad)
Title (Puesto)

March 1, 2022
Date of signing (Fecha de firma)



See reverse side for instructions
(Instrucciones en el reverso)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4568

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City of Mansfield to Enter into an Interlocal Agreement with Tarrant Regional Water District, Approval of a Contract for Design Services with Freese & Nichols, Inc., and Funding in an Amount Not to Exceed \$71,940.00 for the Meriwether Street Culvert Alternatives Analysis (Utility Fund)

Requested Action

Approval of the Resolution.

Recommendation

Approval of the resolution authorizing the City to enter into an Interlocal Agreement with Tarrant Regional Water District, approval of a contract for design services with Freese & Nichols, Inc., and funding in an amount not to exceed \$71,940.00 for the Meriwether Street Culvert Alternatives Analysis.

Description/History

Dolce Vita is a proposed residential development on the west side of Callender Rd. just south of Hogpen Branch and west of Callender Rd. near Woodland Estates. Meriwether St. will be extended southeast across Hogpen Branch as shown in the Master Thoroughfare Plan as part of this development. Pursuant to an agreement with the developer during the zoning process, the city will participate in this street extension by designing and constructing the box culvert necessary for the Hogpen Branch drainage crossing.

Separately, Tarrant Regional Water District (TRWD) has large-diameter water transmission lines located just south of the proposed drainage crossing. There has historically been significant erosion near the area where these lines cross Hogpen Branch. TRWD has previously constructed stabilization repair and improvements, but the area continues to experience erosion that will likely negatively impact the water lines in the near future (see Exhibit 1). TRWD would like to repair or improve this area soon. Given the proximity of the proposed Meriwether culvert to the erosive areas and possible overlap of work areas, TRWD and city staff agree that sharing the appropriate financial responsibility and combining these improvements into one project will minimize design and construction costs for both entities. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing necessary equipment, supplies and services. City staff feels that Freese and Nichols is the most appropriate design consultant for the project given its specific design challenges. Mansfield, TRWD and Freese and Nichols staff made a

site visit to investigate possible solutions. It was concluded that a preliminary analysis is needed to provide conceptual design alternatives with their estimated scope and cost prior to proceeding with full design. A concept alternative can then be chosen for final design and construction. Freese and Nichols has provided a proposal for the analysis in the amount of \$65,400.00. The proposal includes survey, a hydraulic analysis, an alternatives analysis and a technical report. Much of this work will be utilized for the final design. The proposed funding includes an additional 10% contingency for possible unforeseen additional costs necessary to complete the analysis.

This Interlocal Agreement provides for TRWD and the City to financially cooperate in funding the alternatives analysis. The agreement includes the proportional cost responsibilities of the City and TRWD (see Exhibit 2). It also provides for the city to initially fund the total cost of the analysis and for TRWD to reimburse the city for their portion at the time of project completion.

Justification

Given the proximity and relatedness of the desired improvements described above, partnering between the City and TRWD for both design and construction of the improvements will reduce costs of the projects and benefit both Mansfield and TRWD. This conceptual analysis is the initial step of that process.

The City Engineer will be in attendance at the meeting to answer Council's questions regarding the proposed funding and agreements.

Funding Source

Utility Fund

Prepared By

Raymond Coffman, P.E.
Asst. Director Public Works - City Engineer
Engineering Department
817-276-4238

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$71,940.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT REGIONAL WATER DISTRICT AND A CONTRACT WITH FREESE AND NICHOLS, INC. FOR DESIGN SERVICES FOR THE MERIWETHER STREET CULVERT ALTERNATIVES ANALYSIS**

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield to enter into an Agreement with Tarrant Regional Water District for a conceptual analysis for the Hogpen Branch drainage crossing at Meriwether Street and creek stabilization south of the crossing; and,

WHEREAS, Tarrant Regional Water District and the City of Mansfield are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

WHEREAS, the Interlocal Act contained in Chapter 791 of the Texas Government Code provides legal authority for parties to enter into this agreement; and,

WHEREAS, Tarrant Regional Water District and the City of Mansfield have agreed to said terms of the Agreement; and,

WHEREAS, the City of Mansfield and Tarrant Regional Water District have agreed to contract with each other to provide an analysis of alternative solutions for the Hogpen Branch drainage crossing at Meriwether Street and creek stabilization south of the crossing; and,

WHEREAS, the City Staff has reviewed the proposal for design services for the Meriwether Street Culvert Alternative Analysis; and,

WHEREAS, the City Council has received the recommendation of Staff to contract with Freese and Nichols, Inc. for design services; and,

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

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

SECTION 1.

Funding is hereby authorized in the amount of Seventy-One Thousand Nine Hundred Forty and 00/100 Dollars (\$71,940.00) for the Meriwether Street Culvert Alternatives Analysis.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute an interlocal

agreement with Tarrant Regional Water District for the Meriwether Street Culvert Alternatives Analysis.

SECTION 3.

The City Manager or his designee is hereby authorized and directed to execute a contract for the Meriwether Street Culvert Alternatives Analysis with Freese and Nichols, Inc. for design services for an amount not to exceed Seventy-One Thousand Nine Hundred Forty and 00/100 Dollars (\$71,940.00)

SECTION 3.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 7TH DAY OF MARCH, 2022.

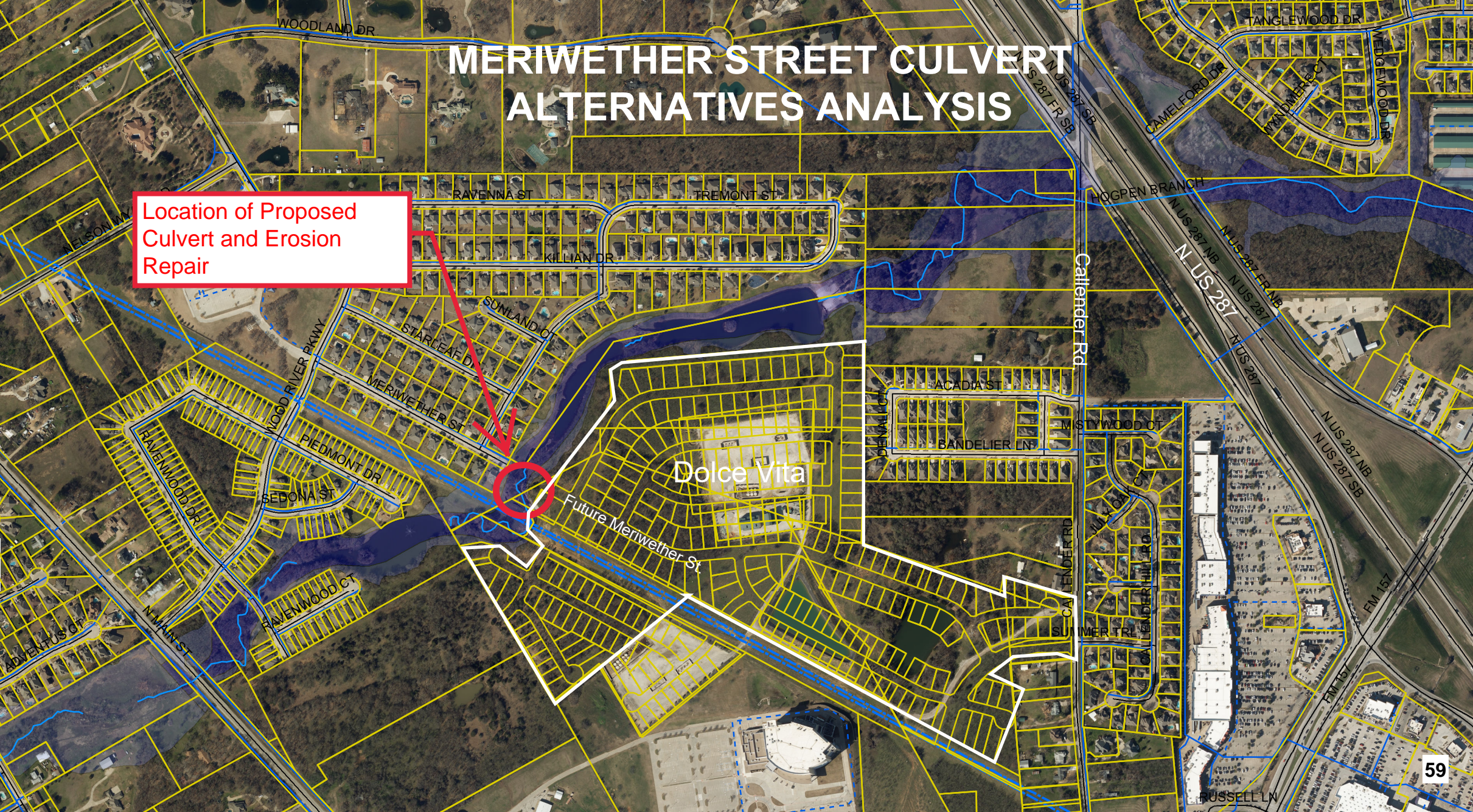
Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

MERIWETHER STREET CULVERT ALTERNATIVES ANALYSIS

Location of Proposed
Culvert and Erosion
Repair



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF MANSFIELD AND
TARRANT REGIONAL WATER DISTRICT**

This Interlocal Cooperation Agreement (the "***Agreement***") is made and entered into to be effective on the ____ day of _____, 2022 (the "***Effective Date***"), between the City of Mansfield, a _____ ("***City***"), and the TARRANT REGIONAL WATER DISTRICT, a water control and improvement district created pursuant to Article 16, Section 59 of the Texas Constitution ("***District***"). City and District may be referred to herein individually as a "***Party***" or collectively as the "***Parties***".

WITNESSETH:

WHEREAS, the City has authorized a neighborhood to be developed; and

WHEREAS, one of the access points to the neighborhood will be a bridge over Hogpen Branch, downstream of the District's easement; and

WHEREAS, the banks of Hogpen Branch have been eroding toward the District's easement and towards nearby homes; and

WHEREAS, the District has invested in this area in the past by filling eroded areas to prevent erosion toward the nearby home and driving sheet piles and installing a scour stop to prevent the banks from eroding toward the easement; and

WHEREAS, the City has obtained a Proposal from Freese and Nichols, Inc. to study options for stabilizing Hogpen Branch near the proposed bridge; and

WHEREAS, the survey and hydraulic model needed to study the bridge will include the eroded area near the District's easement; and

WHEREAS, this Agreement is authorized by Sections 791.001 through 791.029 of the Texas Government Code. The performance of this Agreement by the Parties will be in the common interest of all Parties and will benefit the general public.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the Parties, City and District have agreed to the terms and conditions set forth below.

ARTICLE I

PURPOSE

- 1.1 The purpose of this Agreement is to study the portion of Hogpen Branch between the District's easement and the City's proposed extension of Meriwether Street, as shown in Exhibit 1, and surrounding areas (the "***Study***") as needed to complete the Study.
- 1.2 The City will enter into a Professional Services Agreement with Freese and Nichols, Inc. (the "***Engineer***") for the Study.
- 1.3 The District agrees to financially partner with the City in accordance with Exhibit 2, attached hereto and incorporated herein.
- 1.4 The Engineer will study the three options identified in Exhibit 3.
- 1.5 The City will manage the Study with the Engineer.
- 1.6 The District and City may select the option(s) that they deem to be most valuable to them.
- 1.7 This Agreement does not include further design, permitting, advertisement, construction, etc unless mutually agreed upon in writing by District and City.

ARTICLE II

TERM

- 2.1 This Agreement shall remain in effect until the happening of any of the following events:
 - i. At either party's option if funding for the Agreement is not approved, or if funding becomes otherwise unavailable, or;
 - ii. by thirty (30) days written notice to the other party.

ARTICLE III
GENERAL PROVISIONS

3.1 City and District hereby find and agree that the recitals set forth above are true and correct and form the basis upon which the City and District have entered into this Agreement.

3.2 City and District shall cooperate with one another in good faith and comply with all requests of the other Party as reasonably necessary to achieve full compliance with the intent of this Agreement.

3.3 This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

3.4 All payments required under this Agreement shall be made from current revenues available to the paying party.

3.5 The obligations of the Parties hereto are subject to final approval by the governing body or authorized representative of each, and upon request of the other Party, each Party will provide sufficient documentation to the other Party that this Agreement has been authorized by its respective governing body or authorized representative.

3.6 The Parties are each entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.

3.7 This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

3.8 The terms of this Agreement shall be binding upon, and inure to, the benefit of each of the Parties and their successors and permitted assigns. However, no assignment of the rights and duties of a Party may be made to a non-governmental entity unless approved in writing by both Parties.

3.9 This Agreement may be executed by the Parties in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same contract. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

3.10 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

3.11 The headings of the Articles of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

3.12 City and District agree and acknowledge that (i) this Agreement does not create a joint venture, partnership, or joint enterprise, and that neither Party is an agent of the other, and (ii) that this Agreement shall never be interpreted or construed to imply or otherwise create any such relationship between the Parties.

3.13 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.

3.14 It is expressly understood and agreed that, in the execution of the Agreement and contracts incidental hereto, neither City nor District waive any immunity or defense that would otherwise be available to it against any claim arising from the Agreement, including the defense of governmental immunity.

3.15 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the and District 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 provisions of this Agreement.

ARTICLE IV

DISPUTE RESOLUTION

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

ARTICLE V

NOTICES

5.1 All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either Party designates in writing by certified mail, postage prepaid, or by hand delivery:

City of Mansfield:

DISTRICT:

Tarrant Regional Water District
Attn: Alan Thomas
Deputy General Manager
800 E. Northside Drive
Fort Worth, Texas 76102

IN WITNESS WHEREOF, City and District, acting under authority of their respective authorized representatives, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, effective as of the Effective Date.

(Signature Pages Follow)

(Signature Page of City to Interlocal Agreement)

City_____:

City of Mansfield_____, a

By: _____

Name: _____

Title: _____

Date: _____

(Signature Page of DISTRICT to Interlocal Agreement)

DISTRICT:

TARRANT REGIONAL WATER DISTRICT, a
water control and improvement district

By: _____

Name: Alan Thomas

Title: Deputy General Manager

Date: _____



Exhibit 1 - Meriweather Street Site Visit

NTS

Exhibit 2 - Fee Breakdown By Task						
Task	Description	Basic Services	Percentage		Amount	
			City	District	City	District
1	Project Management and Meetings	\$12,415.00	50%	50%	\$6,208.00	\$6,207.00
2	Data Collection/Site Visit	\$5,150.00	50%	50%	\$2,575.00	\$2,575.00
3	Topographic Field Survey	\$9,360.00	75%	25%	\$7,020.00	\$2,340.00
4	Hydraulic Analysis	\$7,150.00	67%	33%	\$4,791.00	\$2,359.00
5	Alternatives Analysis	\$16,130.00	34%	66%	\$5,484.00	\$10,646.00
6	Preliminary Section 404 Permitting Evaluation	\$5,000.00	67%	33%	\$3,350.00	\$1,650.00
7	Technical Report	\$10,195.00	60%	40%	\$6,117.00	\$4,078.00
Total		\$65,400.00			\$35,545.00	\$29,855.00

Key:
Input
Calculation

September 17, 2021

Raymond Coffman, PE
Assistant Director of Public Works – City Engineer
City of Mansfield

Re: Meriwether Street Culvert Alternatives Analysis

Mr. Coffman:

In response to your request, Freese and Nichols, Inc. is pleased to present this proposal for the above referenced project. A detailed scope of work is attached. This proposal includes the following services and tasks:

Fee Breakdown by Task		
Task	Description	Basic Services
1	Project Management and Meetings	\$ 12,415.00
2	Data Collection/Site Visit	\$ 5,150.00
3	Topographic Field Survey	\$ 9,360.00
4	Hydraulic Analysis	\$ 7,150.00
5	Alternatives Analysis	\$ 16,130.00
6	Preliminary Section 404 Permitting Evaluation	\$ 5,000.00
7	Technical Report	\$ 10,195.00
Total		\$ 65,400.00


Thank you for the opportunity to assist the City of Mansfield on this project. If you have any questions, please call me at (817) 735-7297. We will be pleased to discuss this proposal with you and are willing to structure the contract as needed to best meet the needs and goals of the City.

Sincerely,

Freese and Nichols, Inc.



Keith Byrne, P.E., CFM
Project Manager



09/17/2021 5:01:00 PM

Scott Hubley, P.E., C.F.M.
Vice-President

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Mansfield, Texas, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Meriweather Street Culvert.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Sixty-five Thousand, Four Hundred Dollars, \$65,400.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.


- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: 
09/17/2021 5:01:23 PM

Scott Hubley, Vice-President

Print Name and Title

Date: 9/17/21

ATTEST: 

City of Mansfield, Texas

By: _____

Print Name and Title

Date: _____

ATTEST: _____

ATTACHMENT “A”

Scope of Services for Meriwether Street Culvert Alternatives Analysis

The scope set forth herein defines the work to be performed by the Engineer, Freese and Nichols, Inc. (FNI), in completing the project. Both the CLIENT and FNI have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, “FNI” is expanded to include any sub-consultant, including surveyor, employed or contracted by Freese and Nichols, Inc.

GENERAL OVERVIEW

Freese and Nichols, Inc., (FNI) has been contracted by the City of Mansfield (City) to perform an alternatives analysis for a proposed crossing where Meriwether Street intersects Hogpen Branch. The analysis will include a flood study for approximately 1000 linear feet along Hogpen Branch with the downstream limits at 1209 Tremont Street. Erosion was observed upstream of the proposed crossing that may threaten the property at 1007 Meriwether Street, existing drop structure with sheet piling and a Tarrant Regional Water District (TRWD) pipeline. TRWD has provided stabilization in the area previously. The desired alternative from this study will be used as the basis for design of the proposed Meriwether Street crossing, under a separate contract.

It is our understanding Meriwether Street will be extended south, and the proposed road plan and profile design has been completed by others and will be used in the analysis. Below is a description of the scope requirements.

WORK TO BE PERFORMED

- Task 1. Project Management and Meetings
- Task 2. Data Collection/Site Visit
- Task 3. Topographic Field Survey
- Task 4. Hydraulic Analysis
- Task 5. Alternatives Analysis
- Task 6. Preliminary Section 404 Permitting Evaluation
- Task 7. Technical Report

TASK 1. PROJECT MANAGEMENT AND MEETINGS

FNI will manage the work outlined in this scope to ensure efficient and effective use of FNI and the City's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed.

1.1 Managing the Team

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

1.2 Communications and Reporting

- FNI will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.
- FNI will conduct a project kickoff meeting with the City to confirm and clarify scope, understand City objectives, set communication protocol, establish frequency of status meetings, and review various administrative requirements.
- Conduct up to four (4) meetings with the City, TRWD, or other stakeholders to discuss and review this effort: Anticipated meetings include discussion of alternatives analysis and final report discussion.
- Provide and maintain project schedule with updates as needed and ensure scope is on task (send in monthly status updates).

ASSUMPTIONS

- City will lead coordination with TRWD.
- Project duration expected to be five (5) months

TASK 2. DATA COLLECTION/SITE VISIT

FNI to review site information and coordinate with the City and TRWD to obtain the most current and appropriate data for the site as needed. FNI to review all available existing data provided including:

- Current regulatory hydrologic and hydraulic models.
- Any available record drawings and models, including TRWD pipeline record drawings.
- Plan sets and any available CAD data from the nearby existing and proposed development.
- Previous studies, GIS data.

FNI project team will perform a site visit to observe and measure the existing conditions of the stream and drop structure and verify survey from Task 3. Site visit will also be used to visually assess the stream stability and if proposed improvements will negatively affect the current function of the system.

TASK 3. TOPOGRAPHIC FIELD SURVEY

FNI will perform a topographic survey of a select area within the project reach deemed necessary to support detailed modeling of alternatives and which can be used for design of the proposed improvements. The survey will conform to the following parameters:

3.1 Detailed Survey

- Contour interval will be 1', spot elevations will be taken on an approximately 25' x 25' grid, at abrupt changes in grade and along drainage courses, and break lines along the top and toe of the bank.

- Provide benchmarks and sufficient horizontal control points along project corridor. The following information about each Control Point shall be included:
 - a. Identified (Existing. CITY Monument #, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast
- All trees 6" D.B.H. (Diameter at Breast Height, defined as the trunk diameter at 4.5' above the corresponding surface on the uphill side of the tree) or greater within coverage area will be located
- Surveying of up to two (2) Finished Floor Elevations within project area at 1007 and 1009 Meriwether Street.
- Locate existing infrastructure including curb, sidewalks, driveways, fences, etc., dimensions and material noted.
- Property lines and easements within the project site.
- Stream will be adequately defined including left top of bank, left toe, flowline or thalweg, right toe, and right top of bank. Note right and left designations are based on facing downstream.
- All hydraulic systems (sanitary and storm systems) will be surveyed with pipe size & type and rim and invert elevations noted. Note at upstream and downstream project limits provide sanitary/ storm system information for the next manhole or drainage structure.
- Topographic survey will consist of approximately 3.5 acres of land, 200 feet downstream and 300 upstream of the proposed crossing.

ASSUMPTIONS

- Right-Of-Entry will be coordinated by the City if needed.
- Topographic survey will consist of approximately 3.5 acres of land, 200 feet downstream and 300 upstream of the proposed crossing.
- Subsurface Utility Engineering (SUE) services is not included in this scope of services.

TASK 4. HYDRAULIC ANALYSIS

FNI will complete site-specific hydraulic modeling for the existing site conditions. Modeling will be performed using the most recent HEC-RAS model of Hogpen Branch provided by the City which will be used as the effective model. Discharge values within the hydraulic model will be used for the analysis. FNI will create a corrective effective model based on data from Task 3. FNI's analysis will be based on only one "effective" model. It is assumed that this will be a steady-state HEC-RAS model.

- Create digital elevation model (DEM) using 2019 USGS Lidar and topographic field survey. Revise the hydraulic model in the vicinity of the crossing as needed to reflect existing conditions verified during site visits, field survey from Task 3, or 2019 USGS Lidar. This corrected model will be used as the basis for all alternatives analyzed.
- Provide a table summarizing the effective and corrective effective 1% annual (100-year) change in water surface elevations and velocities for each updated cross-section in the study area.

ASSUMPTIONS

- Hydrology modeling is not included in this scope. Hydrology from the City effective model will be used for the revised existing and alternatives analysis modeling.
- FNI assumes that the model provided by the City are correct and accurate. Any preexisting conditions within the provided model will not be corrected as part of this scope and is assumed to be additional services.
- Additional cross-sections will be added to the model to accurately compare to the alternatives modeling.

DELIVERABLES

- Task 4 results to be provided in Task 7.
- All figures to be 11"x17"

TASK 5. ALTERNATIVES ANALYSIS

- 5.1. Create up to three (3) HEC-RAS alternative solutions steady state models based on corrective effective model in Task 4.
 - One alternative will focus on identifying the minimum improvements required to construct the proposed crossing.
 - One alternative will include a design for a berm and a drop structure to mitigate the threat to the TRWD pipeline upstream of the proposed crossing.
 - One alternative will include a more holistic approach using stream restoration techniques to provide stability protecting infrastructure within the study area.
- 5.2. All alternatives will be evaluated with the goal of providing no adverse impacts within the project vicinity. Adverse impacts are defined as increases in the 1% annual (100-year) water surface elevation. Any adverse impacts will be discussed with the City.
- 5.3. Create up to three (3) alternative condition models. Roughness values for alternatives models will be appropriate for the anticipated channel lining material per recommendation.
- 5.4. FNI will develop maps that show the extent of the 1% annual chance (100-year) floodplain for comparison to existing conditions.

- 5.5. Prepare a conceptual opinion of construction cost (OPCC) for each alternative for comparative purposes.
- 5.6. Prepare a conceptual site sketch for each alternative.

ASSUMPTIONS

- No CLOMR and LOMR development or submissions are included in this proposal.

DELIVERABLES

- Task 5 results to be provided in Task 7.
- All figures to be 11"x17"

TASK 6. ENVIRONMENTAL

- 6.1. Conduct Site Visit. An FNI scientist will accompany project engineers during a site visit and document the existing conditions of Hogpen Branch within the project limits. FNI scientists will delineate the limits of the potential waters of the U.S. in accordance with Section 404 of the Clean Water Act and identify the presence of any wetlands. FNI scientists will also evaluate the site regarding potential federally listed threatened and endangered species habitat(s).
- 6.2. Evaluate the potential Section 404 of the Clean Water Act permitting requirements for up to three (3) alternative solutions. This is a preliminary evaluation based on preliminary design assumptions and is not intended to be a complete assessment of all potential environmental permitting requirements.

ASSUMPTIONS

- No Texas Historical Commission coordination will be included in this scope.

DELIVERABLES

- Document opinion on Section 404 of the Clean Water Act permit requirements for up to three (3) alternative solutions analyzed in the Alternatives Analysis technical memorandum.
- Task 6 results to be provided in Task 7.
- All figures to be 11"x17"

TASK 7. TECHNICAL REPORT

A technical report will include a discussion of existing site conditions, proposed alternatives to for a crossing at Meriwether Street, brief stream stability discussion, and environmental permitting possibilities. The report will describe the methodology of the alternatives analysis and a discussion of the benefits and cost of each.

DELIVERABLES

- Draft Technical Report digitally. FNI will make up to one (1) round of revisions.
- Final Technical Report documenting the alternatives, OPCC, and submit to the City Electronically as a PDF.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City of Mansfield and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the City's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition or revisions to existing easements.
- Bid or construction phase services such as: disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction, construction management, and inspections.
- Environmental permitting and applications not explicitly stated in the environmental task of this scope are not included.
- Performance of materials testing or specialty testing services.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting
- Evaluation of stability for existing walls or other infrastructure.
- Geotechnical exploration activities for additional structures outside the proposed scope.
- Additional geotechnical drilling and associated laboratory testing due to unexpected subsurface conditions found during the site exploration.

Effort Breakdown By Task:

Fee Breakdown by Task		
Task	Description	Basic Services
1	Project Management and Meetings	\$ 12,145.00
2	Data Collection/Site Visit	\$ 5,150.00
3	Topographic Field Survey	\$ 9,360.00
4	Hydraulic Analysis	\$ 7,150.00
5	Alternatives Analysis	\$ 16,130.00
6	Preliminary Section 404 Permitting Evaluation	\$ 5,000.00
7	Technical Report	\$ 10,195.00
Total		\$ 65,400.00

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Mansfield, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Work required by the Agreement by altering, adding to and/or deducting from the Work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability	Workers' Compensation
General Aggregate	Per State Statute
Automobile Liability (Any Auto)	Professional Liability
CSL	\$3,000,000 Annual Aggregate
\$2,000,000	\$1,000,000
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the

Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to City and in acceptance of the services as satisfactory by the City. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4566

Agenda Date: 3/7/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City Council of the City of Mansfield, Texas, Declaring the Unopposed Candidates for the Offices of Mayor and Council Member, Place Two (2) as Elected; Providing that the May 7, 2022, General Election is Canceled; and Providing an Effective Date

Requested Action

Approval of Resolution Canceling the May 7, 2022 General Election

Recommendation

Approval of Resolution Canceling the May 7, 2022 General Election

Description/History

On February 14, 2022 the City Council approved Resolution No. RE-3821-22 ordering a general election to be held May 7, 2022 for the purpose of electing Mayor, Place 1 and Council Member, Place 2. A general election may be canceled if each candidate for an office that is to appear on the ballot is unopposed.

Following receipt of the Certification of Unopposed Candidates, the Council may declare each unopposed candidate elected to office and take action to cancel the election. The attached ordinance declares each unopposed candidate elected to office and cancels the general election scheduled for May 7, 2022. To complete the cancellation process, a copy of the ordinance canceling the election will be posted on election day at each polling place that would have been used in the election. Certificates of election may be issued after election day. After the prescribed canvassing period, the candidates may be sworn in and assume their duties.

Justification

The General Election scheduled for May 7, 2022 is eligible for cancellation pursuant to Section 2.051 of the Texas Election Code.

Funding Source

N/A

Prepared By

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

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR AND COUNCIL MEMBER, PLACE TWO (2) AS ELECTED; PROVIDING THAT THE MAY 7, 2022, GENERAL ELECTION IS CANCELED; AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the City Council of the City of Mansfield, Texas, adopted Resolution No. RE-3821-22 on February 14, 2022, ordering a General Election to be held on May 7, 2022, for the purpose of electing two officials of the City, to wit: Mayor and Council Member, Place Two (2); and

WHEREAS, pursuant to Sections 143.007 and 146.054, Texas Election Code, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City's General Election have expired; and

WHEREAS, Section 2.053, Texas Election Code, authorizes the governing body of a political subdivision, by order or ordinance, to declare each unopposed candidate elected to office and to cancel the election; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified in writing to the City Council that Michael Evans is unopposed for election to the office of Mayor and Tamera Bounds is unopposed for election to the office of Council Member, Place Two (2); and

WHEREAS, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed, there are no declared write-in candidates.

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

SECTION 1.

Pursuant to Section 2.053(b), Texas Election Code, the General Election for Mayor and Council Member, Place Two (2) called and ordered to be held May 7, 2022, by Resolution No. RE-3821-22 is hereby canceled.

SECTION 2.

In accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective offices shown and shall be issued a certificate of election on May 7, 2022, the date which the General Election for Mayor and Council Member, Place Two (2) was to have been held:

Mayor – Michael Evans
Council Member, Place Two (2) – Tamera Bounds

SECTION 3.

Pursuant to Article IV, Section 4.05, Mansfield Home Rule Charter, the candidate elect so named in Section 2 of this Ordinance and the Order of Cancellation shall be administered the Oath of Office at Mansfield City Hall and may exercise the duties of office at the beginning of the first regular meeting of the Council after May 7, 2022, the date which the General Election for Mayor and Council Member, Place Two (2) was to have been held.

SECTION 4.

The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 7, 2022, at all polling places that would have been used in such election.

SECTION 5.

It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by Section 551.001 et. seq., Texas Government Code, and that advanced public notice of the time, place and purpose of said meeting was given.

SECTION 6.

The facts and matters set forth in the preamble of this Ordinance and Order of Cancellation are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 7.

This Ordinance shall take effect immediately upon passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD, TEXAS ON THIS THE 7TH DAY OF MARCH, 2022**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney