



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

Monday, August 26, 2024

2:00 PM

Council Chambers

#### REGULAR MEETING

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

2. **WORK SESSION**

Discussion Regarding the August 26, 2024 Consent Agenda Items

3. **RECESS INTO EXECUTIVE SESSION**

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

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

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

Seek Advice of City Attorney Regarding Legislative Priorities

Seek Advice of City Attorney Regarding Zoning Provisions for Retail Sales of Alcohol

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

**B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

Land Acquisition for Future Development

**C. Personnel Matters Pursuant to Section 551.074**

Board Appointments

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

Economic Development Project #21-23

Economic Development Project #21-33

Economic Development Project #22-12

Economic Development Project #23-14

Economic Development Project #23-15

Economic Development Project #24-08

**4. 6:00 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. CITIZEN COMMENTS**

*Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK UNLESS YOU ARE SPEAKING ON A SCHEDULED PUBLIC HEARING ITEM. After the close of the citizen comments portion of the meeting only comments related to public hearings will be heard. All comments are limited to five (5) minutes.*

*In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to the start of the meeting.*

**9. COUNCIL ANNOUNCEMENTS**

**10. APPROVAL OF SUB-COMMITTEE MINUTES**

[24-6145](#) Minutes - Approval of the August 12, 2024 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Newsom, and Bounds)

***Presenters:*** Susana Marin

***Attachments:*** [8-12-24 DRAFT Meeting Minutes](#)

[24-6146](#) Minutes - Approval of the August 12, 2024 Local Transportation Issues Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

***Presenters:*** Susana Marin

***Attachments:*** [8-12-24 DRAFT Meeting Minutes](#)

**11. STAFF COMMENTS**

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

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

Current/Future Agenda Items

Trinity Metro Rideshare Update

Fiscal Year 2025 Budget Presentation

**12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION****13. CONSENT AGENDA**

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

**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**

[24-6153](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Professional Services Contract with Peak Program Value, LLC Not to Exceed \$485,093.00 for the Program Control Services for the Construction Phase of the Expansion of the Service Center and Animal Shelter Project; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

***Presenters:*** Matt Jones

**Attachments:** [Resolution](#)  
[Amendment #01](#)

[24-6159](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving an Agreement with NEMA 3 Electric, Inc. for the Retrofit of Existing Public Buildings with Energy Efficient Lighting within the Municipal Limits of the City of Mansfield, Texas Utilizing the Texas Buyboard Purchasing Cooperative for an Amount Not to Exceed One Hundred Eleven Thousand and Six Hundred and Thirty-Four dollars (\$111,634.00); Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (General Fund)

**Presenters:** Andy Hale

**Attachments:** [Resolution](#)  
[Agreement with NEMA 3 Electric, Inc.](#)

[24-6143](#) Minutes - Approval of the August 12, 2024 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [8-12-24 DRAFT Meeting Minutes](#)

### **END OF CONSENT AGENDA**

## **14. PUBLIC HEARING AND FIRST AND FINAL READING**

[24-6155](#) Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Title XV of the Mansfield, Texas Code of Ordinances, Entitled "Land Usage", Section 155.012 by Adding a Definition of Memory Care Facility and Subsection 155.054(B) to Revise Permitted Use Table E to Establish Memory Care Facility as a Permitted Use in the C-2, C-3, and PD Districts; Providing for the Repeal of all Ordinances in Conflict; Providing for a Severability Clause; Providing a Penalty of Fine Not to Exceed the Sum of Two Thousand Dollars (\$2,000.00) for Each Offense; and Providing for an Effective Date (OA#24-008)

**Presenters:** Arty Wheaton-Rodriguez

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

[24-6156](#) Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Title XV of the Mansfield, Texas Code of Ordinances, entitled "Land Usage", Section 155.072(B) by adding definitions of Boutique Hotel and Dooryard; Section 155.054(J)(4) Related to Principal Building Height in the D-3 and TOD zones; Section 155.072(K) Related to Standards for Boutique Hotels; Section 155.072(N) Related to Standards for Dooryards; Section 155.072, Building Function and Specific Use Table 3 to Add Boutique Hotel as a Permitted Use in the D-3 zone and TOD zone; and Section 155.072 by Adding a New Diagram No. 12 Related to Dooryards;

Providing for a Severability Clause; Providing a Penalty of Fine Not to Exceed the Sum of Two Thousand Dollars (\$2,000.00) for Each Offense; and Providing for an Effective Date (OA#24-005)

***Presenters:*** Arty Wheaton-Rodriguez

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

## 15. **PUBLIC HEARING AND FIRST READING**

[24-6158](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 9.48 Acres in the W Howard Survey Abstract No. 690, City of Mansfield, Tarrant County, TX on property addressed 620 S Cannon Drive and 400 N Miller Road.; Leon Capital Group, Applicant (ZC#24-002)

***Presenters:*** Arty Wheaton-Rodriguez

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

[Maps and Supporting Information](#)

[Exhibit A](#)

## 16. **NEW BUSINESS**

[24-6111](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Construction Manager at Risk Contract with Steele and Freeman for the Expansion of the Service Center and Animal Shelter Project for a Guaranteed Maximum Price of \$38,296,658.00; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Certificates of Obligations and Utility Fund)

***Presenters:*** Matt Jones

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

[24-6154](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Construction Manager at Risk Contract with Moss Construction for the Harvest Point Public Infrastructure Project for a Guaranteed Maximum Price of \$35,971,518.00; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (General Fund, TIRZ #4)

***Presenters:*** Jason Moore

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

[Revised Cost Proposal Form](#)

## 17. **ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 26, 2024 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, August 22, 2024 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

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Susana Marin, City Secretary

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 24-6145

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

### Title

Minutes - Approval of the August 12, 2024 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Newsom, and Bounds)

### Requested Action

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

### Recommendation

Approval of the minutes by the Council.

### Description/History

The minutes of the August 12, 2024 Housing Market Growth Strategy Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

### Justification

Permanent Record

### Funding Source

N/A

### Prepared By

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



# CITY OF MANSFIELD

1200 E. Broad St.  
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## Meeting Minutes - Draft

### City Council - Housing Market Growth Strategy Sub-Committee

Monday, August 12, 2024

12:00 PM

City Hall

#### CALL TO ORDER

*Chair Short called the meeting to order at 12:00 p.m.*

*Staff present: City Manager Joe Smolinski, Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Chief Sustainability Officer Casey Lewis, Executive Director of Planning and Development Services Jason Alexander, Assistant Director of Planning Arty Wheaton-Rodriguez, Assistant City Secretary Keera Seiger*

**Present** 3 - Julie Short; Tamera Bounds and Brent Newsom

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### RECESS INTO EXECUTIVE SESSION

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

#### RECONVENE INTO REGULAR BUSINESS SESSION

#### NEW BUSINESS

Discussion Regarding a Proposed Mixed-Use Development on Emily Lane

*Assistant Director of Planning Arty Wheaton-Rodriguez presented the item and spoke on the location of the development, the site plan, and the types of uses, and answered questions. Assistant City Manager Matt Jones and Chief Sustainability Officer Casey Lewis both spoke on the development. There was discussion regarding the units, parking, road extensions, and minimum requirements including a restaurant space.*

Discussion Regarding a Project in South Pointe

*Casey Lewis presented the item and spoke on the background on the site, the site plan and layout, involvement with the MEDC, and aspects of the proposed development including the commercial tract.*

#### ADJOURNMENT

*Chair Short adjourned the meeting at 12:37 p.m.*



\_\_\_\_\_ Julie Short, Chair  
ATTEST:

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



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## STAFF REPORT

File Number: 24-6146

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the August 12, 2024 Local Transportation Issues Sub-Committee Meeting  
Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and  
Fresquez)

**Requested Action**

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

**Recommendation**

Approval of the minutes by the Council.

**Description/History**

The minutes of the August 12, 2024 Local Transportation Issues Sub-Committee Meeting are in  
DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

1200 E. Broad St.  
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## Meeting Minutes - Draft

### City Council - Local Transportation Issues Sub-Committee

Monday, August 12, 2024

1:30 PM

City Hall

#### CALL TO ORDER

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

*Staff present: Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Chief Sustainability Officer Casey Lewis, Executive Director of Public Works Jeff Price, Transportation and Mobility Engineer James Rogge, Assistant City Secretary Keera Seiger*

**Present** 3 - Todd Tonore; Tamera Bounds and Juan Fresquez

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### RECESS INTO EXECUTIVE SESSION

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

#### RECONVENE INTO REGULAR BUSINESS SESSION

#### NEW BUSINESS

Discussion and Direction to Staff Regarding a Corridor Enhancement Program

*Chief Sustainability Officer Casey Lewis presented the item and spoke on a corridor enhancement program, including current corridor design variations, current corridor challenges, corridor branding, current Mansfield districts, examples from other cities, and examples of pedestrian corridors. He touched on goals of the corridor enhancement program, including projects in the Capital Improvement Plan, the possible creation of the Corridor TIRZ, and a sustainability analysis, and answered questions.*

#### ADJOURNMENT

*Chair Tonore adjourned the meeting at 2:02 p.m.*

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

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



# CITY OF MANSFIELD

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## STAFF REPORT

File Number: 24-6153

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Professional Services Contract with Peak Program Value, LLC Not to Exceed \$485,093.00 for the Program Control Services for the Construction Phase of the Expansion of the Service Center and Animal Shelter Project; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

**Requested Action**

Staff is requesting approval of this professional services contract.

**Recommendation**

Staff recommends approval.

**Description/History**

On September 11th, 2023, City Council authorized staff to utilize the Construction Manager at Risk (CMAR) delivery method for the project. On October 9th, 2023, City Council awarded the CMAR contract to Steele and Freeman, Inc. who has been working closely with the project architect, Quorum Architects, and staff to design a remarkable facility. The new facility will replace the current shelter, featuring cutting-edge amenities including 130 spacious and comfortable living areas for dogs, 135 cat kennels designed to encourage socialization and engagement, upgraded medical facilities with extra recovery kennels, and designated spaces for community outreach and education.

City Council approved a contract with Peak Program Value, LLC on March 25th, 2024 for owner's representation services on three major City facility projects. Peak Program Value has added value to the CMAR process by providing negotiation, cost estimation, scheduling, and quality assurance services. As the Expansion of the Service Center and Animal Shelter Project transitions into construction, Peak Program Value has provided a proposal of program control services for the construction phase of the project. Extending these owner representative services into the construction phase will continue to add value enhancement.

**Justification**

The PPV team has delivered this validation service during construction to other North Texas municipalities on similar projects with excellent results over the last decade. City staff has also confirmed the fees shown here are aligned with those paid for similar municipal services, and

are also at or below the City's findings from recent market research into such services.

**Funding Source**

Certificates of Obligation

**Prepared By**

Matt Jones, Assistant City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PEAK PROGRAM VALUE, LLC NOT TO EXCEED \$485,093.00 FOR THE PROGRAM CONTROL SERVICES FOR THE CONSTRUCTION PHASE OF THE EXPANSION OF THE SERVICE CENTER AND ANIMAL SHELTER PROJECT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

**WHEREAS**, the City is transitioning into the construction phase of the Expansion of the Service Center and Animal Shelter Project; and,

**WHEREAS**, the City approved a Professional Services Contract with Peak Program Value, LLC on March 25th, 2024 for owner’s representation services during the preconstruction phase of three major City facility projects; and,

**WHEREAS**, the City has received a proposal for program control services during the construction phase of the Expansion of the Service Center and Animal Shelter Project from Peak Program Value, LLC; and,

**WHEREAS**, the City recognizes the importance of timely and effective program control services to ensure the efficient use of resources, ensure the successful completion of projects, and minimize risk associated with the current construction and materials marketplace; and,

**WHEREAS**, funding for the contract is available from the Certificates of Obligation.

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

**SECTION 1.**

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

**SECTION 2.**

Amendment No. 1 to the Professional Services Contract between the City and Peak Program Value, LLC, in substantially the same form as attached Exhibit “A”, is hereby approved.

**SECTION 3.**

It is hereby officially found and determined that the meeting at which this Resolution is

passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 4.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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



**PROFESSIONAL SERVICES AMENDMENT #1  
BETWEEN THE CITY OF MANSFIELD, TEXAS, AND PEAK PROGRAM VALUE, LLC  
FOR THE ANIMAL CARE & SERVICE CENTER FACILITIES**

This Amendment for to the existing Professional Services Agreement, hereinafter called "Amendment," is entered into by the **City of Mansfield, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called "City", and **Peak Program Value, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to City. City and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City previously engaged the services of the Consultant in connection with, among other projects, the **Animal Care & Service Center Facilities**, hereinafter called "Project"; and

**WHEREAS**, the Parties previously entered into an professional services agreement regarding this Project (and other projects) on or about May 29, 2024, in the amount of six hundred and ninety -two thousand, four hundred and sixty dollars (\$692,460), hereinafter called the "Original Agreement"; and

**WHEREAS**, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include project control services during Construction of the Project.

For the mutual promises and benefits herein described, City and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** City agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of four hundred eighty-five thousand and ninety-three dollars (\$485,093) for the additional services as set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."


3. **Revised Compensation for Consultant's Services.** Article 2 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting six hundred and ninety -two thousand, four hundred and sixty dollars (\$692,460) and replacing it with one million, one hundred seventy-seven thousand, five hundred and fifty-three dollars (\$1,177,553).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PEAK PROGRAM VALUE, LLC**

**CITY of MANSFIELD, TEXAS**

By:   
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Chris Squadra  
Printed Name

Matt Jones  
Printed Name

Principal  
Title

Assistant City Manager  
Title

August 19, 2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT A1**  
**SCOPE OF SERVICES & COMPENSATION**

The scope of services and compensation are on the following pages.

**City of Mansfield's Capital Projects Program  
Peak Program Value, LLC Professional Services Agreement -Amendment #01**

Updated 19 AUG 2024  
Printed on 8/19/2024 at 7:40 AM

Service Item #	Description	Level of Service			Comments
	<b>PSA Amendment # 1 Exhibit A1 - Scope of Services &amp; Compensation</b>	<b>Fire Station #1</b>	<b>City Hall</b>	<b>Animal Cntrl-Service Ctr</b>	
		15 MAR 2024 to 14 NOV 2024	15 MAR 2024 to 14 OCT 2025	15 MAR 2024 to 15 AUG 2024	
<b>1.0</b>	<b>Preconstruction</b>	<b>9 Months</b>	<b>22 Months</b>	<b>6 Months</b>	
1.A	Project Discovery, Goals & Project Definition				
1.B	Goal-setting, Scheduling & Information Management				
1.C	Cost Management				
1.D	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)			314,830
1.E	Ongoing Preconstruction Services (through the Notice to Proceed for Construction)	22 Months		17,165	377,630
	<b>Total Fee for One Time &amp; Ongoing Preconstruction Services (22 Months) (Current Contract Amount)</b>				<b>692,460</b>

	<b>Total Fee for One Time &amp; Ongoing Preconstruction Services (by Project)</b>	<b>103,870</b>	<b>380,850</b>	<b>207,740</b>	
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2.0	Additional Services for Animal Care & Service Center Construction	Fire Station #1	City Hall	Animal Cntrl-Service Ctr	
		N/A	N/A	16 AUG 2024 to 15 FEB 2025	
<b>2.A</b>	<b>One Time Tasks - Set Up Project Controls &amp; Information Management Systems</b>				<b>Concurrent w/2.B Below</b>
.01	Cost Management Options Review	Not Authorized		✓	
.02	Schedule Management Options Review	Not Authorized		✓	
.03	Information Management Options Review	Not Authorized		✓	
.04	Set Up the Chosen Systems, Processes & Tools for Tracking:	Not Authorized		✓	
.1	Budgets Against Commitments	Not Authorized		✓	
.2	Proposed Change Orders	Not Authorized		✓	
.3	Pending Commitments	Not Authorized		✓	
.4	GC, Design Team, and Consultant Contract Changes	Not Authorized		✓	
.5	Contingency Use Log(s)	Not Authorized		✓	
.6	Commitments vs. Budget	Not Authorized		✓	
.7	Payments vs. Commitments	Not Authorized		✓	
.05	Set Up Buyout Savings Tracking Process with GC	Not Authorized		✓	
.06	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	Not Authorized		✓	
.07	Review Project Controls Systems with Team	Not Authorized		✓	
.08	Project Controls Systems Training for Architect & Owner Team	Not Authorized		✓	
	<b>One Time Tasks - Set Up Project Controls &amp; Information Management Systems</b>				<b>25,253</b>
<b>2.B</b>	<b>Ongoing Project Control Services - Cost, Schedule &amp; Information Management</b>				
.01	Ongoing Cost Management	Not Authorized		✓	
.02	Ongoing Schedule Management	Not Authorized		✓	
.03	Ongoing Information Management	Not Authorized		✓	
.04	Meetings During Construction:	Not Authorized			
.1	Project Executive	Not Authorized		Monthly	
.2	Senior Project Manager	Not Authorized		N/A	
.3	Project Manager	Not Authorized		4X per Month	
.4	Assistant PM	Not Authorized		N/A	
.05	Review Project Status & Interview Team Members	Not Authorized		✓	
.06	Read Weekly Meeting Minutes & Status Logs	Not Authorized		✓	
.07	Reporting to Owner	Not Authorized		4X per Month	
.08	Review Applications for Payment Monthly:	Not Authorized		✓	
.1	Note Compliance with the Contract and Standards of the Industry	Not Authorized		✓	
.2	Compare Scheduled/Completed Work vs. Amount Billed	Not Authorized		✓	
.3	Review Appropriateness of Contingency Reallocations	Not Authorized		✓	

**City of Mansfield's Capital Projects Program  
Peak Program Value, LLC Professional Services Agreement -Amendment #01**

Updated 19 AUG 2024  
Printed on 8/19/2024 at 7:40 AM

Service Item #	Exhibit A1 - Scope of Services & Compensation (continued)	Level of Service		Comments
.4	Validate Proper Documentation of Expenditures	Not Authorized	✓	
.5	Track Use of Allowances	Not Authorized	✓	
.6	Track Invoices for Furnishings & Equipment	Not Authorized	✓	
.7	Confirm Buyout Savings Status	Not Authorized	✓	
.09	Update Owner's Budget	Not Authorized	✓	
.10	Maintain and Update Project Budget Tracking System	Not Authorized	✓	
.11	Publish Monthly Reports wExecutive Summary + Detailed Findings	Not Authorized	✓	
.12	Establish Schedule Tracking Procedures	Not Authorized	✓	
.13	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	Not Authorized	5.0%	
	(5.0 % CO Max is Calculated on GMP without Owner's Owner's Contingency Included)	Not Authorized		
	(Evaluating & Negotiating COs Above this 5.0 % Amount is an Additional Service)	Not Authorized		
.14	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	Not Authorized	✓	
	Services Duration = Currently Proposed Schedule; Extensions Calc'd at Monthly Rate Below	Not Authorized		
	<b>Ongoing Project Control Services - Cost, Schedule &amp; Information Management @ 76,640/MO</b>	<b>6 Months</b>	<b>459,840</b>	
<b>2.C</b>	<b>Owner Stakeholder Management</b>	<b>6 Months</b>	<b>with 2.B Above</b>	
.01	Provide Direct Interface with End-users and Other Stakeholders as Required	Not Authorized	✓	
.02	Align the Owner's Team with PPV's Role, Tools, Reporting Rhythm & Reconciliation Process	Not Authorized	✓	
.03	Maintain a Single Point of Project Contact for the Owner Team	Not Authorized	✓	
.04	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	Not Authorized	✓	
.05	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	Not Authorized	✓	
.06	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	Not Authorized	✓	
.07	Coordinate Design, Approval & Placement of Project Signage	Not Authorized	✓	
.08	Serve as the Owner's Point of Contact during Construction	Not Authorized	✓	
.09	Facilitate GC's Conducting Construction Update Meetings at Construction Site	Not Authorized	✓	
<b>2.D</b>	<b>Quality Management</b>	<b>6 Months</b>	<b>with 2.B Above</b>	
.01	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	Not Authorized	✓	
.02	Monitor Construction Progress	Not Authorized	✓	
.03	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	Not Authorized	✓	
.04	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	Not Authorized	✓	
.05	Review Results from Geotechnical Investigations	Not Authorized	✓	
.06	Review Contractor's Quality Control Plan	Not Authorized	✓	
.07	Provide Oversight of Owner's Quality Assurance Plan	Not Authorized	✓	
.08	Review Submittals Prepared by the Contractor & Processed by the Design Team	Not Authorized	✓	
.09	Coordinate Owner Staff Review of Submittals Where Required	Not Authorized	✓	
.10	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	Not Authorized	✓	
.11	Coordinate Furnishings Installation (Furnishings Procurement by Others)	Not Authorized	✓	
.12	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	Not Authorized	✓	
.13	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	Not Authorized	✓	
.14	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Authorized	✓	
.15	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Authorized	✓	
.16	Coordinate Turnover of Closeout Documentation & Project Information Management System	Not Authorized	✓	
.17	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	Not Authorized	✓	

**City of Mansfield's Capital Projects Program  
Peak Program Value, LLC Professional Services Agreement -Amendment #01**

Updated 19 AUG 2024  
Printed on 8/19/2024 at 7:40 AM

Service Item #	Exhibit A1 - Scope of Services & Compensation (continued)	Level of Service		Comments
2.E	<b>Support Services for Other Owner Project Management Responsibilities</b>	<b>6 Months</b>		<b>with 2.B Above</b>
.01	Work with Owner to Issue "Notice(s) to Proceed" on Appropriate Phase(s)	Not Authorized	✓	
.02	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	Not Authorized	✓	
	<b>Support Services for Other Owner Project Management Responsibilities</b>			
	<b>Added Fee for Construction Services - One Time Tasks + Ongoing Tasks</b>	<b>6 Months</b>	<b>16 AUG to 15 FEB 2025</b>	<b>485,093</b>

2.E	<b>Value Added Services for the Amental Control &amp; Service Center Facilities at the City's Option: 16 FEB to 15 AUG 2025</b>			
	<b>Ongoing Project Control Services - Cost, Schedule &amp; Information Management @ 76,640/MO</b>	<b>6 Months</b>	<b>459,840</b>	
	Services Above for 16 FEB to 15 AUG 2025 are Not Approved by the City Unless Separately Authorized in Writing.			
	<b>Added Fee for Construction Services - Ongoing Tasks</b>	<b>6 Months</b>	<b>16 FEB to 15 AUG 2025</b>	<b>Not Authorized</b>

3.0	<b>Task Order Clarifications &amp; Exclusions</b>			
.01	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded
.02	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded
.03	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded	Excluded	Excluded
.04	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded	Excluded	Excluded
.05	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded	Excluded	Excluded
.06	Fees Req'd by Architect's or Contractor's Failure to Perform or Project Delays are Add Services	Excluded	Excluded	Excluded
.07	Design, Procurement, and Delivery of Furnishings is by Others	Excluded	Excluded	Excluded
.08	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded	Excluded	Excluded
.09	Services Not Checked in Sections Above (Even if Shown as Line Items) Are Excluded	Excluded	Excluded	Excluded
.10	Consultant Expects Reasonably Prompt Response to RFIs & Access to Clients Project Info	Required	Required	Required
.11	Consultant & Client will Mutually Agree on a Project Communication/Approval Plan & Follow It	Required	Required	Required



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6159

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving an Agreement with NEMA 3 Electric, Inc. for the Retrofit of Existing Public Buildings with Energy Efficient Lighting within the Municipal Limits of the City of Mansfield, Texas Utilizing the Texas Buyboard Purchasing Cooperative for an Amount Not to Exceed One Hundred Eleven Thousand and Six Hundred and Thirty-Four dollars (\$111,634.00); Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (General Fund)

**Requested Action**

To review and approve the Resolution as presented.

**Recommendation**

The Department of Facilities Maintenance recommends approval as presented.

**Description/History**

The United States Department of Energy issued a formula grant (the "Grant") for projects to improve energy efficiency through the Energy Efficiency and Conservation Block Grant Program (the "Program"). The purpose of the Grant is to assist with funding projects that prioritize reducing carbon emissions, reducing energy use, and other activities that improve the environment.

The City of Mansfield submitted an application and was granted funding through the Program --- and the Grant does not require a local match. The Grant will be used to retrofit lighting in existing public buildings --- and the City of Mansfield received a bid through the Interlocal Purchasing System Buyboard (NEMA 3 Electric, Inc.).

**Funding Source**

General Fund

**Prepared By**

Andy Hale, Facilities & Construction Manager  
817-728-3626

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING AN AGREEMENT WITH NEMA 3 ELECTRIC, INC. FOR THE RETROFIT OF EXISTING PUBLIC BUILDINGS WITH ENERGY EFFICIENT LIGHTING WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MANSFIELD, TEXAS UTILIZING THE TEXAS BUYBOARD PURCHASING COOPERATIVE FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED ELEVEN THOUSAND AND SIX HUNDRED AND THIRTY-FOUR DOLLARS (\$111,634.00); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND)**

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

**WHEREAS**, the United States Department of Energy issued a formula grant for projects for energy efficiency through the Energy Efficiency and Conservation Block Grant Program (the "Grant") for communities to apply for funding assistance for programs that prioritize reducing carbon emissions, improving energy efficiency, and reducing energy use; and,

**WHEREAS**, the City was awarded One Hundred Eleven Thousand Six Hundred Thirty-Four and no/100 dollars (\$111,634.00) through the Grant to retrofit existing public buildings within the City with energy efficient lighting; and,

**WHEREAS**, the Grant does not require a local match and will be provided to the City as a rebate; and,

**WHEREAS**, the City is authorized to participate in the Texas Buyboard Purchasing Cooperative and utilizing the Texas Buyboard Purchasing Cooperative, the City meets all required competitive bidding requirements.

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

**SECTION 1.**

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

**SECTION 2.**

An agreement with NEMA 3 Electric, Inc. for the retrofit of existing public buildings with energy efficient lighting within the City limits in an amount not to exceed One Hundred Eleven Thousand Six Hundred Thirty-Four and no/100 dollars (\$111,634.00), utilizing the Texas Buyboard Purchasing Cooperative is hereby approved.



**SECTION 3.**

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting as given as required.

**SECTION 4.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MANSFIELD THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

**CONTRACTOR AGREEMENT  
CITY OF MANSFIELD, TEXAS**

This Contractor Agreement (“Agreement”) is made and entered into by and between the CITY OF MANSFIELD, a Texas municipal corporation (hereinafter referred to as “CITY”), and Nema 3 Electric, Inc. (hereinafter referred to as “CONTRACTOR”).

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which CONTRACTOR shall provide the services as described in Attachment “A,” attached hereto and incorporated herein by reference for all legal purposes.

**ARTICLE II  
DESCRIPTION OF SERVICES**

CONTRACTOR’s services hereunder shall include, but shall not be limited to, the following:

- A. Performing all work necessary to provide services attached hereto as Attachment “A.”
- B. CONTRACTOR shall work under the direction of the Facilities and Construction Manager or designee (hereinafter referred to as “DIRECTOR”). CONTRACTOR shall work closely with the DIRECTOR and appropriate CITY officials and perform any and all related tasks required in order to fulfill the purposes of this Agreement.
- C. CONTRACTOR shall deliver all applicable data, reports, and documents that result from its services to the DIRECTOR in such form as is satisfactory to the DIRECTOR.
- D. The services will be conducted as in the proposal or on a step-by-step basis as authorized by the DIRECTOR. The services to be rendered by the CONTRACTOR may be limited or modified by the DIRECTOR. The DIRECTOR may authorize a phase to be completed and then terminate the Agreement by not authorizing any of the remaining phases.
- E. The DIRECTOR or his designee shall be invited to all development and progress meetings involving the CONTRACTOR, and shall be provided an agenda of the items to be discussed at the time of such invitation.
- F. Modifications:
  - 1. Any modifications resulting in an increase in the project scope or cost, equal to or greater than five percent (5%) or ten thousand dollars (\$10,000.00), whichever is less, shall be directed to the DIRECTOR.
  - 2. Any accumulation of modifications resulting in an increase in the project scope or cost, equal to or greater than five percent (5%) or ten thousand dollars (\$10,000.00), whichever is less, shall be directed to the DIRECTOR.

3. Any modifications resulting in an increase in the project scope or cost less than five percent (5%) or ten thousand dollars (\$10,000.00), whichever is less, may be directed to the DIRECTOR.

### **ARTICLE III PERFORMANCE OF SERVICES**

CONTRACTOR and its employees or associates jointly shall perform all the services under this Agreement in a manner consistent with the degree of skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. CONTRACTOR represents that all its employees who perform services under this Agreement shall be qualified and competent to perform the services described in Attachment "A."

Approval by the CITY of drawings, designs, specifications, reports, and incidental work shall not in any way relieve the CONTRACTOR of responsibility for the technical accuracy, quality, and timely completion, of the work. The CITY's review, approval, acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

### **ARTICLE IV TERM**

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

### **ARTICLE V PAYMENT FOR SERVICES**

In consideration of the services to be performed by CONTRACTOR under the terms of this Agreement, CITY shall pay CONTRACTOR for services actually performed a fee, not to exceed One Hundred Eleven Thousand Six Hundred Thirty-Four no/100 dollars (\$111,634.00), as stated in Attachment "A," unless other conditions necessitate additional services. CONTRACTOR shall perform additional services when presented with a written work order signed by the DIRECTOR. Payment for additional services shall be as agreed to by the parties in the work order.

CONTRACTOR's charges for its services shall also not exceed similar charges of CONTRACTOR for comparable services to other customers. The amount shown on Attachment "A" shall include fees and all expenses to be incurred by CONTRACTOR, including travel. Additional charges for fees or expenses shall not be made unless specifically indicated on Attachment "A." Payments to CONTRACTOR shall be in the amount shown by the billings and other documentation submitted and shall be subject to the DIRECTOR's approval. If applicable, the billings shall be based on the proposal or the hourly rate of key employees and itemized expenses actually incurred but not to exceed the maximum fee set forth in Attachment "A." All services shall be performed to the reasonable satisfaction of the DIRECTOR, and CITY shall not be liable for any payment for services that the DIRECTOR finds are not in compliance with the agreement.

## ARTICLE VI WARRANTY

Neither the final payment nor any provision in this Agreement shall relieve CONTRACTOR of responsibility for faulty materials or workmanship, and CONTRACTOR shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of substantial completion. The CITY shall give notice of observed defects with reasonable promptness.

## ARTICLE VII INDEMNITY

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

## ARTICLE VIII INSURANCE

(a) The CONTRACTOR at its own expense shall provide and maintain certain insurance in full force and effect at all times during the terms of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverages and limits of liability:

- (i) Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
- (ii) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
- (iii) Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property

damage. This clause does not apply to personal owned vehicles.

(b) All insurance provided for in subsection (a) shall be effective under policies issued by solvent insurance carriers qualified to do business in the State of Texas and having a rating reasonably satisfactory to the CITY. Each issuer must be responsible and reputable and must have financial capacity consistent with the risks covered. Each issuer shall be subject to approval by the Risk Manager to conform with these requirements.

The payment of any deductible on such policies shall be the responsibility of the CONTRACTOR and at the sole cost of the CONTRACTOR. The CONTRACTOR waives any claim it may ever have for the same against the CITY, its officers, agents or employees.

If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the CONTRACTOR for any further premium payment and has no right to recover any premiums from the CITY. In addition, each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Risk Manager.

(c) Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance.

(d) Certificates of all policies referred to herein, certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the CONTRACTOR with the Risk Manager prior to the beginning of the term of this Agreement. Failure on the part of the CONTRACTOR to furnish a certificate before the expiration date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, will constitute a default on the part of the CONTRACTOR entitling the CITY, at its option, to terminate its duties and the CONTRACTOR's rights under this Agreement upon at least three days' notice in writing to the CONTRACTOR. **All certificates shall provide thirty (30) days' written notice to CITY prior to cancellation by the insurer.**

(e) The CONTRACTOR will, **only upon request**, furnish to the CITY adequate evidence of provisions for Worker's Compensation Insurance, Social Security and Unemployment Compensation, to the extent such provisions are applicable to CONTRACTOR's operations hereunder. The CONTRACTOR shall also maintain such additional insurance as may be required in its judgment and experience to adequately protect itself and the CITY in connection with the activities to be performed pursuant to this Agreement.

(f) Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the CITY, its officers, agents or employees regardless of the cause or origin of that claim or right including negligence of the CITY, its agents, officers, CONTRACTOR's or employees, and that the issuer covenants that no insurer shall hold any right of subrogation against the CITY.

## **ARTICLE IX RIGHT OF REVIEW AND AUDIT**

CITY may review any and all of the services performed by CONTRACTOR under this Agreement. CITY is hereby granted the right to audit, at CITY's election, all of CONTRACTOR's records and billings relating to the performance of this Agreement. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

**ARTICLE X  
COMPLIANCE WITH FEDERAL RULES AND REGULATIONS**

Funding for the services and work to be provided for under this Agreement is made available through the Energy Efficient and Conservation Block Grant Program. CONTRACTOR agrees to comply with all of the applicable federal laws, regulations, guidelines and policies including, but not limited to the uniform administrative regulations related to the application, acceptance and use of federal funds contained in 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as described in Attachment "B". The CONTRACTOR is encouraged to obtain the necessary information and become familiar with the necessary and required federal laws, regulations, guidelines and provisions, but failure to do so does not relieve it from compliance with the applicable regulations. Contractor shall be responsible for compliance and conformance with applicable federal and state laws, rules, regulations and codes.

**ARTICLE XI  
ASSIGNMENT**

CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of the DIRECTOR. The issue on whether or not to grant consent to an assignment is in the sole discretion of the CITY.

**ARTICLE XII  
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. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for CITY, to:

City of Mansfield  
Attn: Andy Hale  
1200 E. Broad St.  
Mansfield, TX 76063  
Phone: (817) 728-3626

If intended for CONTRACTOR, to:

Nema 3 Electric, Inc.  
4181 Old Hwy 67  
Midlothian, TX 76065  
Phone: (972) 723-1180

**ARTICLE XIII  
INDEPENDENT CONTRACTOR**

In performing services under this Agreement, the relationship between the CITY and the CONTRACTOR is that of an independent contractor, and the CITY and the CONTRACTOR by the execution of this Agreement do not change the independent status of the CONTRACTOR. No term or provision of this Agreement or act of the CONTRACTOR in the performance of this Agreement shall be construed as making the CONTRACTOR, its employees or contractors, the

agent, servant, or employee of the CITY. This project is not a joint enterprise and no action by either party to this Agreement shall cause this project to be considered a joint enterprise.

**ARTICLE XIV  
VENUE**

The obligations of the parties to this Agreement are performable in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.

**ARTICLE XV  
APPLICABLE LAWS**

This Agreement is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and federal laws.

**ARTICLE XVI  
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**ARTICLE XVII  
LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. This Agreement constitutes the only Agreement of the parties hereto and supersedes any prior understanding or oral or written agreements between the parties regarding the subject of this Agreement

**ARTICLE XVIII  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**ARTICLE XIX  
CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**ARTICLE XX  
PRIVATE LAND ENTRY**

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

**ARTICLE XXIII  
REPRESENTATION**

CONTRACTOR represents that no CITY officer, employee, or agent has been compensated in any way with respect to this Agreement and its consideration by the CITY. In no event will CONTRACTOR pay a fee to or in any other manner compensate any CITY officers, employees, or agents in connection with the approval of this Agreement. A breach under this Article shall result in automatic termination under this Agreement by CONTRACTOR without cause.

**ARTICLE XXI  
ENTIRE AGREEMENT**

This Agreement, with Attachments “A”, “B” and “C”, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties. **In the event of conflicting provisions between this Agreement and the attachments, this Agreement shall be controlling.**

**ARTICLE XXII  
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW**

CONTRACTOR agrees to execute, simultaneously with this Contract, CITY’s Verification and Certifications Required by Law form.

EXECUTED by CITY, signing by and through its City Manager or designee, duly authorized to execute same and by CONTRACTOR, acting through its duly authorized officials.

*[Signature Page Follows]*



“CITY”  
CITY OF MANSFIELD

By: \_\_\_\_\_  
Matt Jones  
Assistant City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Ramirez, Assistant City Manager

“CONTRACTOR”  
Nema 3 Electric, Inc.

By: \_\_\_\_\_  
Names: \_\_\_\_\_  
Title: \_\_\_\_\_

(CITY)

STATE OF TEXAS §

COUNTY OF TARRANT §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

(CONTRACTOR)

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of Nema 3 Electric, Inc.

\_\_\_\_\_  
Notary Public in and for the State of Texas



# NEMA 3 Electric, Inc.

4181 Old Hwy 67, Midlothian, TX 76065 • 972-723-1180 • Fax 972-723-1181 Contractors

## PROPOSAL

October 25, 2023,

23-580R

City of Mansfield

Attn: Andy Hale

RE: LED Retrofit

Email: [andy.hale@mansfield-tx.gov](mailto:andy.hale@mansfield-tx.gov)

**Quote \$111,634.00** to change out old light fixtures to LED at the following locations and quantities.

- **City Hall Parking- (9) tall poles, (12) short poles**
- **City Hall Lobby- (82) 6" can lights.**
- **Public Safety Parking- (12) short poles.**
- **Public Safety Lobby- (27) 6" can lights.**
- **M.A.C Parking- (13) tall poles, (4) short poles**
- **M.A.C Wall Packs- (11)**
- **Library Parking- (9) tall Poles, (2) short poles.**
- **City Hall & M.A.C- (27) Bollards**

Includes:

- Demo/Disposal of old fixtures
- New LED fixtures
- Lift
- Labor
- Misc. Material

Excludes:

- ∅ Any other work not stated above.
- ∅ Weekend/Afterhours work
- ∅ Sales tax, bonding
- ∅ Permit fees

Regards,

Buddy Norris

Nema3 Electric, Inc.

Upon payment we will transfer manufacturers' warranties to the Owner. EXCEPT FOR TRANSFERABLE MANUFACTURER'S WARRANTIES WE ARE NOT RESPONSIBLE FOR INJURIES OR LOSSES DUE TO DESIGN, MANUFACTURING OR OTHER DEFECTS IN THE MATERIALS DESIGNATED OR SPECIFIED BY CONTRACTOR, OWNER OR THEIR AGENTS. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.  
 Note: We may withdraw this proposal if not accepted within seven days.

**\*We cannot start work until a signed proposal with a Customer Purchase Order Number is received.**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to do the work as specified, payment will be made as outlined above.

**\*Customer Purchase Order Number:** \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Total Amount Accepted: \_\_\_\_\_

**1. Termination for Cause and for Convenience**

Pursuant to 2 C.F.R. part 200, when federal funds are expended by the City, the City reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by contractor, in the event contractor fails to comply with the provisions of the contract. The City also reserves the right to terminate the contract immediately, with written notice to contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City.

**2. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **3. Labor Standards – Davis Bacon and Related Acts**

#### **(a) Minimum wages**

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work in construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. The appropriate wage determinations are effective by operation of law even if they have not been attached to this contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. §5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage

rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 C.F.R. §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 C.F.R. §5.5(a)(1)(iii) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 C.F.R. part 1, a wage determination may contain, pursuant to 29 C.F.R. §1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 C.F.R. §5.5(a)(1)(iii), provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 C.F.R. §5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City, or designee, agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the City, or designee, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City, or designee, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City, or designee, will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the City, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

(E) The City must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 C.F.R. §5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. §5.5(a)(1)(iii)(C) and (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 C.F.R. §5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.



(b) **Withholding**

(i) ***Withholding requirements.*** The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 C.F.R. §5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 C.F.R. §5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 C.F.R. §5.5(a)(3)(iv), the City may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. §5.5(a)(2)(i) or 29 C.F.R. §5.5(b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(c) **Records and certified payrolls**

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under 29 C.F.R. §5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 C.F.R. §5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under 29 C.F.R. §5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 C.F.R. §5.5(a)(3)(i), and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 C.F.R. §5.5(a)(3)(ii)(C).

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access** —

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under 29 C.F.R. §5.5(a)(3)(i) through 29 C.F.R. §5.5(a)(3)(iii), and any other documents that the City or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 C.F.R. §5.1, available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 C.F.R. §5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 C.F.R. part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Federal Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor,

subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(d) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 C.F.R. §5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 C.F.R. §5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there

is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- (ii) ***Equal employment opportunity.*** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
- (e) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.
- (f) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 C.F.R. §5.5(a)(1) through 29 C.F.R. §5.5(a)(11), along with the applicable wage determination(s) and such other clauses or contract modifications as the City, or designee, may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (g) ***Contract termination: debarment.*** A breach of the contract clauses in 29 C.F.R. §5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (h) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (i) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (j) ***Certification of eligibility.***
  - (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(k) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 C.F.R. part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 C.F.R. part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 C.F.R. part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 C.F.R. part 1 or 3.

#### 4. **Labor Standards – Contract Work Hours and Safety Standards Act**

As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

(a) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

(c) ***Withholding for unpaid wages and liquidated damages —***

(i) **Withholding process.** The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 C.F.R. §5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. §5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. §5.5(a)(2)(i) or 29 C.F.R. §5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(d) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5(b)(1) through 29 C.F.R. §5.5(b)(5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(1) through 29 C.F.R. §5.5(b)(5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(e) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any



person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

## **5. Clean Air Act and Federal Water Pollution Control Act**

Contracts and subawards of amounts in excess of \$100,000 must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401 et seq.) and the Federal Water Pollution control act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the responsible DOE contracting officer and the Regional Office of the Environmental Protection Agency (EPA).

## **6. Debarment and Suspension**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor certifies by execution of the Attachment "C" that it complies with this provision.

## **7. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **8. Inspection by City Representatives**

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

## **9. Examination and Retention of Contractor's Records**

- (a) The City, the DOE, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the City, DOE, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## **10. Contracting with Small, Minority and Women's Businesses**

- (a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.
- (b) Affirmative steps shall consist of:
  - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(v) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(vi) Requiring each party to a subcontract to take the affirmative steps of this section; and

(vii) The Contractor is encouraged to procure goods and services from labor surplus area firms.

## **11. Energy Efficiency**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201) for the State in which the Work under the Contract is performed.

## **12. Procurement of Recovered Materials**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

## **13. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(c) *Exceptions.***

(i) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:

(1) Are *not used* as a substantial or essential component of any system; *and*

(2) Are *not used* as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**(d) *Reporting requirement.***

(i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **14. Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **15. Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly

inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

**CITY OF MANSFIELD**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
(Applicable to all Agreements Funded in Part or Whole with Federal Funds)

The Contractor, under penalty of perjury, certifies that, except as noted below, the Contractor, its principals, and any named and unnamed subcontractor:

- (a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- (c) Does not have a proposed debarment pending; and
- (d) Has not been indicted, convicted, or has a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exception to this certification, insert the exception in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Certified by: \_\_\_\_\_

Name of Certifying Officer:

Title:

Organization:

Date:



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6143

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the August 12, 2024 Regular City Council Meeting Minutes

**Requested Action**

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

**Recommendation**

Approval of the minutes by the Council.

**Description/History**

The minutes of the August 12, 2024 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

Susana Marin, TRMC, City Secretary

817-276-4203





# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

Monday, August 12, 2024

2:00 PM

Council Chambers

#### REGULAR MEETING

#### 2:00 P.M. - CALL MEETING TO ORDER

*Mayor Evans called the meeting to order at 2:05 p.m.*

**Present** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

#### RECOGNITION

Summer 2024 Intern Recognition

*Internship Coordinator Faith Morse, along with City Council, recognized the City of Mansfield 2024 Summer Interns.*

#### WORK SESSION

Discussion Regarding the Local Option Petition

*City Secretary Susana Marin presented the item and spoke on the local option petition, the petition timeline, and petition findings.*

Discussion Regarding the Fiscal Year 2025 Budget

*Deputy City Manager Troy Lestina presented the proposed balanced budget, and spoke on the budget calendar, General Fund Revenues including property tax, sales tax, and a recap of fee schedules, the General Fund Expenditures, including personnel and capital equipment, Other Major Funds including water/sewer utilities, environmental services, Mansfield Economic Development Corporation, and the Mansfield Park Facilities Development Corporation, and the 5-Year Capital Improvement Plans, which included street construction, utilities construction, and parks construction. The City Council expressed their thanks to Troy and the Finance and Budget staff for their hard work on the budget.*

Discussion Regarding the August 12, 2024 Consent Agenda Items

*There was no discussion.*

#### RECESS INTO EXECUTIVE SESSION

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 2:10 p.m. Mayor Evans called the executive*

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*session to order at 2:21 p.m. Mayor Evans recessed the executive session at 4:39 p.m.*

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

Seek Advice of City Attorney Regarding Zoning Provisions for Retail Sales of Alcohol

Seek Advice of City Attorney Regarding the Implementation and Collection of Certain Fees

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

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

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

Land Acquisition for Future Development

**Personnel Matters Pursuant to Section 551.074**

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

Economic Development Project #21-01

Economic Development Project #21-33

Economic Development Project #23-14

**6:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

*Mayor Evans reconvened the meeting into regular business session at 6:00 p.m.*

**INVOCATION**

*Ken Butler, Regional Director of the Fellowship of Christian Athletes, gave the Invocation.*

**PLEDGE OF ALLEGIANCE**

*Council Member Fresquez led the Pledge of Allegiance.*

**TEXAS PLEDGE**

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

*Council Member Short led the Texas Pledge.*

**CITIZEN COMMENTS**

*Gary Cardinale, 5 Velvet Court - Mr. Cardinale spoke regarding recent City projects and contracts.*

*John Pressley, 1306 Brittany Lane - Mr. Pressley spoke regarding the history of Mansfield Cares, their upcoming events, their donations, and their activity in the community.*

*Non-speaker: Mike Leyman, 1202 Fairhaven Drive - Opposed to agenda item 24-6115.*

**COUNCIL ANNOUNCEMENTS**

*Council Member Newsom spoke on the loss of Sergeant Billy Randolph, a Fort Worth police officer.*

*Mayor Evans spoke on the loss of Sergeant Randolph, and read a letter from Ms. Caroline Jones addressed to Police Chief Tracy Aaron.*

**APPROVAL OF SUB-COMMITTEE MINUTES**

[24-6102](#)

Minutes - Approval of the July 8, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

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

**A motion was made by Council Member Bounds to approve the minutes of the July 8, 2024 Tax Increment Reinvestment Zone Number One Board Meeting as presented. Seconded by Council Member Broseh. The motion CARRIED by the following vote:**

**Aye:** 4 - Larry Broseh; Todd Tonore; Michael Evans and Tamera Bounds

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 3 - Brent Newsom; Juan Fresquez and Julie Short

[24-6120](#)

Minutes - Approval of the July 22, 2024 Local Transportation Issues

Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

*Mayor Pro Tem Tonore gave a report of the meeting.*

**A motion was made by Mayor Pro Tem Tonore to approve the minutes of the July 22, 2024 Local Transportation Issues Sub-Committee Meeting. Seconded by Council Member Fresquez.. The motion CARRIED by the following vote:**

**Aye:** 2 - Todd Tonore and Juan Fresquez

**Nay:** 0

**Absent:** 1 - Tamera Bounds

**Abstain:** 0

**Non-Voting:** 4 - Larry Broseh;Michael Evans;Brent Newsom and Julie Short

**STAFF COMMENTS**

**City Manager Report or Authorized Representative**

Current/Future Agenda Items

*City Manager Joe Smolinski made comments on the proposed FY25 balanced budget.*

**Business Services Department Report**

[24-6129](#)

Presentation of the Monthly Financial Report for the Period Ending June 30, 2024

*Staff was available for questions.*

**TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

*No action was taken.*

**CONSENT AGENDA**

[24-6128](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Nominating Mouser Electronics, Inc. as an Enterprise Zone Project Under the Texas Enterprise Zone Act; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, NOMINATING MOUSER ELECTRONICS, INC. AS AN ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE ACT; FINDING THAT THE MEETING**

**AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4232-24

[24-6132](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Construction Contracts Between the City of Mansfield, Texas and Gra-Tex Utilities, Inc. and Raba Kistner, inc. in an Amount Not to Exceed \$5,399,960.00 for the Construction of the Britton Holland Interceptor Sanitary Sewer; Finding That the Meeting at Which This Resolution is Passed Open to the Public as Required by Law; and is Declaring an Effective Date (Utility Fund)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING CONSTRUCTION CONTRACTS BETWEEN THE CITY OF MANSFIELD, TEXAS AND GRA-TEX UTILITIES, INC. AND RABA KISTNER, INC. IN AN AMOUNT NOT TO EXCEED \$5,399,960.00 FOR THE CONSTRUCTION OF THE BRITTON HOLLAND INTERCEPTOR SANITARY SEWER; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND IS DECLARING AN EFFECTIVE DATE (UTILITY FUND)**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4233-24

[24-6133](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Establishing a Date for Public Hearing to Consider the Amendment of Land Use Assumptions, Impact Fee Capital Improvements Plan for Water and Wastewater Infrastructure, and the Imposition of Revised Water and Wastewater Impact Fees, and for Providing for an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ESTABLISHING A DATE FOR PUBLIC HEARING TO CONSIDER THE AMENDMENT OF LAND USE ASSUMPTIONS, IMPACT FEE CAPITAL IMPROVEMENTS PLAN FOR WATER AND WASTEWATER INFRASTRUCTURE, AND THE IMPOSITION OF AMENDED WATER AND WASTEWATER IMPACT FEES IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE PUBLICATION OF NOTICE FOR SUCH PUBLIC HEARING; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND IS DECLARING AN EFFECTIVE DATE**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4234-24

[24-6139](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Stating and Accepting the Results of a Local Option Petition for an Election to be Held to Consider Legalization of the Legal Sale of All Alcoholic Beverages for Off-Premise Consumption Only; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, STATING AND ACCEPTING THE RESULTS OF A LOCAL OPTION PETITION FOR AN ELECTION TO BE HELD TO CONSIDER LEGALIZATION OF THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND)**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4235-24

[24-6140](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Ordering a Special Election to be Held on November 5, 2024 for the Purpose of Submitting to the Qualified Voters of the City of Mansfield the Following Measure; Legalizing the Legal Sale of all Alcoholic Beverages for Off-Premise Consumption Only; Appointing Early Voting Clerk and Designating Main Early Voting Polling Place; Establishing the Time, Manner and Procedures for that Election; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 FOR PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF MANSFIELD THE FOLLOWING MEASURE; LEGALIZING THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; APPOINTING EARLY VOTING CLERK AND DESIGNATING MAIN EARLY VOTING POLLING PLACE; ESTABLISHING THE TIME, MANNER AND PROCEDURES FOR THAT ELECTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4236-24

**ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**

[24-6119](#)

Minutes - Approval of the July 22, 2024 Regular City Council Meeting Minutes

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

**A motion was made by Council Member Broseh to approve the minutes of the July 22, 2024 Regular City Council Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:**

**Aye:** 6 - Larry Broseh; Todd Tonore; Michael Evans; Brent Newsom; Juan Fresquez and Julie Short

Nay: 0

Abstain: 1 - Tamera Bounds

**END OF CONSENT AGENDA**

**PUBLIC HEARING**

[24-6131](#)

Public Hearing and Consideration of a Specific Use Permit for a Quick Service Restaurant with a Drive-Through Service on approximately 1.821 acres being Lot 2, Block 1, Lightbridge Addition, Tarrant Co., TX, located approximately at the Northeast Corner of N US 287 and E Debbie Ln.; First Hartford Realty Corp, Owner/Developer; Bohler Engineering, Engineer/Surveyor (SUP#24-002)

*Executive Director of Planning and Development Services Jason Alexander presented the item and answered Council questions. Applicant Josh Gardner spoke on the item and answered Council questions.*

*Mayor Evans opened the public hearing at 6:48 p.m.*

*Dr. Laureen Mayfield, 2106 Crestwood Trail - Dr. Mayfield spoke in favor of the item.*

*Non-Speaker: Catherine Willemin, 2106 Harvest Way - Support*

*Non-Speaker: Paula Goolsby, 2402 Forest Park Circle - Support*

*Mayor Evans closed the public hearing at 6:54 p.m.*

**A motion was made by Council Member Bounds to approve the item. Seconded by Council Member Broseh. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

**PUBLIC HEARING AND FIRST READING**

[24-6087](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form Based Development District on Approximately 57.95 Acres in the John Robertson Survey, Abstract No. 1317, City of Mansfield, Tarrant County, Texas, Generally Located east of U.S. Highway 287, East and West of N. Mitchell Road, and North of the Union Pacific Railroad Right-of-Way on Property Addressed at 101 S. U.S. Highway 287 and at 20 and 24 North Mitchell Road; BV Mitchell LLC and the City of Mansfield, Applicants (ZC#24-008)



*Jason Alexander spoke on the item.*

**A motion was made by Council Member Newsom to table the item indefinitely. Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:**

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

## **NEW BUSINESS**

### **[24-6115](#)**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving a Construction Manager at Risk (CMAR) Contract between the City of Mansfield and CORE Construction for Construction Manager at Risk Services Related to the New City Hall Project (the "Project"); Approving Preconstruction Services in an Amount Not to Exceed \$45,000.00 Related to the Project; Authorizing the City Manager, or Designee, to Negotiate, Finalize, and Execute the Contract; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

*Assistant City Manager Matt Jones presented the item and answered Council questions.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT BETWEEN THE CITY OF MANSFIELD AND CORE CONSTRUCTION FOR CONSTRUCTION MANAGER AT RISK SERVICES RELATED TO THE NEW CITY HALL PROJECT (THE "PROJECT"); APPROVING PRECONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000.00 RELATED TO THE PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE THE CONTRACT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

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

**Aye:** 7 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom; Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4237-24

[24-6127](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Economic Development Agreement between the Mansfield Economic Development Corporation, and Talley's LLC; Authorizing the MEDC President to Execute Said Agreement; Finding that the Meeting at which this Resolution is Passed Is Open to the Public as Required by Law; and Declaring an Effective Date

*Executive Director of Economic Development Jason Moore presented the item.*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND TALLEY'S LLC; AUTHORIZING THE MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

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

**Aye:** 6 - Larry Broseh;Michael Evans;Tamera Bounds;Brent Newsom;Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 1 - Todd Tonore

Enactment No: RE-4238-24

**ADJOURN**

**A motion was made by Council Member Newsom to adjourn the meeting at 7:04 p.m. Seconded by Council Member Broseh. The motion CARRIED by the following vote:**

**Aye:** 6 - Larry Broseh;Michael Evans;Tamera Bounds;Brent Newsom;Juan Fresquez and Julie Short

**Nay:** 0

**Abstain:** 0

**Non-Voting:** 1 - Todd Tonore

\_\_\_\_\_  
ATTEST: Michael Evans, Mayor

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6155

Agenda Date: 8/26/2024

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Title XV of the Mansfield, Texas Code of Ordinances, Entitled "Land Usage", Section 155.012 by Adding a Definition of Memory Care Facility and Subsection 155.054(B) to Revise Permitted Use Table E to Establish Memory Care Facility as a Permitted Use in the C-2, C-3, and PD Districts; Providing for the Repeal of all Ordinances in Conflict; Providing for a Severability Clause; Providing a Penalty of Fine Not to Exceed the Sum of Two Thousand Dollars (\$2,000.00) for Each Offense; and Providing for an Effective Date (OA#24-008)

**Requested Action**

To consider the draft text amendments

**Recommendation**

The Planning and Zoning Commission met on August 19, 2024, and voted 4 to 1 (with two absences) to recommend approval of the text amendments as presented.

Vote:

Ayes: 4 - Mainer, Axen, Moses, and Thompson

Nays: 1 - Bennett

Absent: 2 - Goodwin and Shaw

The Department of Planning and Development Services recommends approval of the text amendments as presented.

**Description/History**

In response to the increased demand for memory care services, the Department of Planning and Development Services proposed two (2) amendments to the Mansfield Zoning Ordinance: (i) definition for memory care facilities and (ii) zoning districts where the use would be permitted by-right. The amendment is intended to resolve any confusion with the existing medical uses currently listed in the Permitted Use Table by recognizing memory care facilities as a separate use.

Towards that end, Section 155.012 of the Mansfield Zoning Ordinance entitled, "Definitions", is proposed to be amended to insert a new definition for "Memory Care Facility" to read as follows:

***“MEMORY CARE FACILITY. A facility meeting all applicable Federal, State, and local certificate, licensure, and regulatory requirements and that provides long-term specialized residential care for people living with Alzheimer’s disease and other forms of progressive-degenerative dementia. Resident staff necessary for operation of the facility are allowed to live on-site.”***

Similar to a Nursing Facility or Assisted Living Facility as depicted in Section 155.054(B) of the Mansfield Zoning Ordinance, Table E, entitled “Permitted Uses”, a Memory Care Facility is proposed to be a permitted use in the C-2, Community Business District; the C-3, Commercial Manufacturing District; and the PD, Planned Development Districts. The minimum parking for a memory care facility will be provided at one (1) parking space per every six (6) beds as set forth in Section 155.091 of the Mansfield Zoning Ordinance entitled, “Off-street parking and loading standards”.

**Prepared By**

Art Wright, AICP  
Planning Manager - Long Range Planning  
817-276-4226

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XV OF THE MANSFIELD, TEXAS CODE OF ORDINANCES, ENTITLED “LAND USAGE”, BY AMENDING SECTION 155.012, “DEFINITIONS”, BY ADDING A DEFINITION FOR MEMORY CARE FACILITY; BY AMENDING PARAGRAPH (B) OF SECTION 155.054, “PERMITTED USE TABLE”, TO REVISE TABLE E, “EDUCATIONAL, INSTITUTIONAL, AND SPECIAL USES” TO ESTABLISH MEMORY CARE FACILITY AS A PERMITTED USE IN THE C-2, COMMUNITY BUSINESS, C-3, COMMERCIAL-MANUFACTURING, AND PD, PLANNED DEVELOPMENT ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 of the Mansfield Code of Ordinances, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance should be amended; and,

**WHEREAS**, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

**WHEREAS**, the City Council of the City of Mansfield, Texas recognizes the need to add clarity to the Code of Ordinances through amendments and revisions to define intent and to assist with administration and enforcement.

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

**SECTION 1.**

That Section 155.012, “Definitions”, is hereby amended by adding the following definition of Memory Care Facility in alphabetical order:

**“MEMORY CARE FACILITY.** A facility meeting all applicable Federal, State, and local certificate, licensure, and regulatory requirements and that provides long-term specialized residential care for people living with Alzheimer’s disease and other forms of progressive-degenerative dementia. Resident staff necessary for operation of the facility are allowed to live on-site.”

**SECTION 2.**

That Section 155.054(B), “Permitted Use Table”, is hereby amended by revising Table E, “Educational, Institutional and Special Uses”, by inserting a new Line 17 for “Memory Care Facility”, all other impacted uses under Section 155.054(B), Table E, are to be renumbered accordingly, to read as follows:

A	SF-5AC/24	SF-12/22	SF-9.6/20	SF-8.4/18	SF-8.4/16	SF-7.5/18	SF-7.5/16	SF-7.5/12	SF-6/12	2F	MF-1	MF-2	<b>E. Educational, Institutional and Special Uses</b>	OP	C-1	C-2	C-3	I-1	I-2	PD	Parking Group Table, Sec. 155.091	Special Condit- ions, Sec. 155.0999
													...									
													17. Memory Care Facility			P	P			P	2n	

**SECTION 3.**

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.**

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

**SECTION 5.**

That any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 6.**

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

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL  
OF THE CITY OF MANSFIELD, TEXAS, THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker, City Attorney**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6156

Agenda Date: 8/26/2024

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First and Final Reading on an Ordinance Amending Title XV of the Mansfield, Texas Code of Ordinances, entitled "Land Usage", Section 155.072(B) by adding definitions of Boutique Hotel and Dooryard; Section 155.054(J)(4) Related to Principal Building Height in the D-3 and TOD zones; Section 155.072(K) Related to Standards for Boutique Hotels; Section 155.072(N) Related to Standards for Dooryards; Section 155.072, Building Function and Specific Use Table 3 to Add Boutique Hotel as a Permitted Use in the D-3 zone and TOD zone; and Section 155.072 by Adding a New Diagram No. 12 Related to Dooryards; Providing for a Severability Clause; Providing a Penalty of Fine Not to Exceed the Sum of Two Thousand Dollars (\$2,000.00) for Each Offense; and Providing for an Effective Date (OA#24-005)

**Requested Action**

To consider the draft text amendments

**Recommendation**

The Planning and Zoning Commission met on August 19, 2024, and voted 5 to 0 (with two absences) to recommend approval of the text amendments as presented.

Vote:

- Ayes: 5 - Mainer, Axen, Bennett, Goodwin, Moses, and Thompson
- Nays: 0
- Absent: 2 - Goodwin and Shaw

The Department of Planning and Development Services recommends approval of the text amendments as presented.

**Description/History**

Adopted on October 11, 2021 (Ordinance Amendment No. 21-001) --- and first amended on April 10, 2023 (Ordinance Amendment No. 23-003), the D, Downtown District is a form-based development code that guides and directs infill and redevelopment within the historic urban core of Mansfield.

The amendments --- as proposed --- are intended to provide definitions for "Boutique Hotel" and "Dooryard" to increase the distinct lodging opportunities available within the historic urban core and to expand the palette of building frontages available to residential buildings. The definition for "Boutique Hotel" is expansive, and is intended to encourage,



nurture, and sustain a premium guest experience in a distinct arts, cultural, and historical setting.

In support of concentrated and purposeful vertical mixed-use development within the D-3, Urban Center Zones, the maximum height of principal buildings has been increased to six (6) stories. To ensure that there is proper consideration of building height context and an appropriate transition in building height, any increase in building height exceeding six (6) stories may only be granted by the City Council subject to a recommendation from the Director of Planning.

Provisions for dooryards have also been provided, and are derived from those adopted in Section 155.073 of the Mansfield Code of Ordinances entitled, "S, South Mansfield Form-based Development District" and other PD, Planned Development Districts that have been reviewed by the Planning and Zoning Commission and approved by the City Council.

Additionally, row houses, as proposed, are required to provide a dooryard or a stoop at the building frontage and all multi-family residential buildings are required to provide a dooryard, patio, or porch for each dwelling at the first story.

Finally, a photograph depicting an example of a dooryard frontage has been proposed for insertion into the D, Downtown District land use rules and regulations.

**Prepared By**

Art Wright, AICP  
Planning Manager - Long Range Planning  
817-276-4226

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, “ZONING,” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, AMENDING PROVISIONS OF THE D, DOWNTOWN DISTRICT TO PROVIDE FOR NEW DEFINITIONS FOR BOUTIQUE HOTEL AND DOORYARD; TO AMEND THE STANDARDS RELATED TO PRINCIPAL BUILDING HEIGHT IN THE D-3 ZONES AND THE TRANSIT OVERLAY DISTRICT (TOD); TO PROVIDE FOR NEW STANDARDS FOR DOORYARDS; TO AMEND THE BUILDING FUNCTION AND SPECIFIC USE TABLE TO ALLOW BOUTIQUE HOTEL AS A PERMITTED USE IN THE D-3 ZONES; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; TO PROVIDE A SEVERABILITY CLAUSE; TO PROVIDE A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND TO PROVIDE AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 the Code of Ordinances of the City of Mansfield, Texas, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended; and,

**WHEREAS**, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

**WHEREAS**, the City Council recognizes a need to add clarity to the Code of Ordinances through amendments that help define intent of administration.

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

**SECTION 1.**

That Section 155.072(B) of the Mansfield Zoning Ordinance, that is entitled “Definitions,” is hereby amended by inserting the following new terms, “Boutique Hotel” and “Dooryard”, in alphabetical order, to read as follows:

**“BOUTIQUE HOTEL. A type of lodging function, offering a minimum of 10, but no more than 125 bedrooms in a building or buildings, and permitted to provide food service at all times. A boutique hotel shall provide a premium experience that is dedicated to arts, culture, and history and shall provide distinguished accommodations not common to the surrounding area and the region. A boutique hotel shall allocate a minimum of 10 percent of its total building area to a combination of the following specific uses: (i) a bakery; a bistro; a cafe; a coffee shop; a corner market or a corner store; a restaurant; or a destination-oriented retail**

**establishment; (ii) personal service; and (iii) meeting space available for gatherings, including conferences. A boutique hotel shall have architectural design and site design treatments that further enhance an authentic art, culture and history experience of the district. The total building area allocated for food service, personal service, and retail shall be calculated and be provided with assigned parking according to retail function; and the total building area allocated for meeting space shall be calculated and be provided with assigned parking according to other function.**

**“DOORYARD. A type of frontage with a shallow setback and a front garden or a patio, usually with a low wall or a hedge at the front lot line.”**

## SECTION 2.

That Section 155.072(J)(4) of the Mansfield Zoning Ordinance, “Building Requirements,” is hereby amended by inserting the following new provisions for building height in the D-3 zones and in the TOD, to read as follows:

- (4) “Principal buildings shall not exceed a maximum of four stories in height in **the D-1 and D-2 zones; and all D-zones, except that** principal buildings in the **D-3 zones and the TOD** shall not exceed a maximum of six stories in height. **An increase in building height which exceeds six stories may only be granted subject to review and recommendation by the Director of Planning and approval by the City Council.**”

## SECTION 3.

That Section 155.072(N)(4)-(5), “Building frontage,” is hereby amended by inserting the following new provisions for building frontages that are required for row houses and multi-family residential buildings at the first story, to read as follows:

- (4) “All row houses at the first story shall provide a **dooryard or** stoop at the building frontage.”  
 (5) “All multi-family residential buildings shall provide a **dooryard,** patio, or porch for each dwelling at the first story.”

## SECTION 4.

That Section 155.072(N)(13) of the Mansfield Zoning Ordinance, “Building frontage,” is hereby amended by inserting the following new provisions for dooryards, and that are subsequent paragraphs are to be renumbered accordingly, to read as follows:

- (13) **“Dooryards.**  
 (a) **Dooryards may encroach into the front building setback up to 100 percent of its depth.**  
 (b) **Dooryards shall be no less than 10 feet deep.**  
 (c) **Dooryards may be raised from average sidewalk grade.**  
 (d) **Dooryards shall be enclosed on 3 sides by a fence constructed of metal or a wall made of brick or stone and 4 feet in height. Openings in the fence or wall shall be no larger than is necessary to allow pedestrian access.”**

**SECTION 5.**

That Table 3 entitled, “Building Function and Specific Use” in Section 155.072 of the Mansfield Zoning Ordinance be amended to reflect “Boutique Hotel (up to 125 rooms)” as a use permitted by-right in the D-3 Zones, in alphabetical order, and to read as follows:

**“TABLE 3.”**

<b>BUILDING FUNCTION AND SPECIFIC USE</b>				
	<b>D-1</b>	<b>D-2</b>	<b>D-3</b>	<b>SD-1</b>
<b>LODGING.</b>				
<b><u>BOUTIQUE HOTEL (UP TO 125 ROOMS)</u></b>			<b><u>P</u></b>	

**LEGEND:**

- P:** Permitted by right
- S:** Permitted by specific use permit
- Square left blank:** The use is not permitted

**SECTION 6.**

That Section 155.072 of the Mansfield Zoning Ordinance, is hereby amended by inserting a new Diagram No. 12 for dooryards, to read as follows:

**“DIAGRAM 12.**

Image is for illustrative purposes only, showing a dooryard frontage.”



**SECTION 7.**

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 8.**

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

**SECTION 9.**

That any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not

to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.**

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

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Ashley Dierker, City Attorney**



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6158

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 9.48 Acres in the W Howard Survey Abstract No. 690, City of Mansfield, Tarrant County, TX on property addressed 620 S Cannon Drive and 400 N Miller Road.; Leon Capital Group, Applicant (ZC#24-002)

**Requested Action**

To consider the subject zoning change request.

**Recommendation**

The Planning and Zoning Commission met on August 5, 2024, and voted 7 to 0 to recommend approval. During deliberations on the case the Planning and Zoning Commission expressed the importance of connectivity and pedestrian accommodations along Cannon Drive as well as provided feedback concerning the utilization of two parking garages as opposed to one larger parking garage.

Vote:

Ayes: 7 - Mainer, Axen, Goodwin, Thompson, Bennett, Shaw, and Moses  
Nays: 0  
Absent: 0

The Department of Planning and Development Services recommends that the City Council approve the zoning change request to S, South Mansfield Form-Based Development District as presented.

**Description/History**

*Existing Use:* Vacant

*Existing Zoning:* PD, Planned Development District (The Reserve)

*Land Use Designation:* Mixed-Use Local

*Surrounding Land Use & Zoning:*

- North - Existing Gas Well Site and Commercial, PD, Planned Development District
- South - Existing Multi-family, PD, Planned Development District
- East - SH 360 Right-of-Way
- West - Existing Single-Family (Rustic Meadows), 2F, Two Family Residential District, Cannon Drive South Right-of-Way



*Thoroughfare Plan Specification:*

Cannon Drive South and Conifer Street - Minor Collector C3U

**Synopsis**

This is zoning change request for approximately 9.48 acres of property owned by LG Mansfield Emily Lane LLC and Cann-Mansfield LTD. The request is to change the zoning from the PD, Planned Development District (i.e., The Reserve PD, Planned Development District and, in particular, the Neighborhood Center One Sub-District) to the S, South Mansfield Form-based Development District to accommodate future mixed-use development that recognizes, realizes, and achieves the vision and vast potential of the Toll Road 360 Corridor and expands on the vision of the Mansfield 2040 Plan.

**Mansfield 2040 Plan**

Land Use Designation(s):

The land use designation for the properties is Mixed-Use Local.

Goals and Strategies (Supporting Action)

- NH.1: Encourage Inclusive Housing Options (*Allow inclusive housing options (duplexes, townhomes, smaller multi-dwelling buildings) by right in denser residential areas*).
- NH.3: Plan for Livable Neighborhoods (*Implement block breaks through pedestrian improvements, such as pathways*).
- PP.1: Foster a Sense of Place (*Use trails and parks to link community gathering spaces*).
- RE.2: Expand Local Employment Opportunities (*Integrate small-scale offices and businesses within proximity to residential developments*).
- RE.3: Increase Neighborhood-Centered Retail (*Remove barriers to infill neighborhood-serving retail and commercial establishments within residential areas*).
- MU.1(a): Integrate higher-intensity residential uses within mixed-use settings at intentional locations within the City. (*Consider high-intensity residential developments only when paired with vertically or horizontally integrated nonresidential components*).
- MU.2(c): Establish a balanced and complementary mixture of uses within buildings and developments. (*Locate nonresidential areas along frequently traveled vehicular and pedestrian routes along and within mixed-use developments*).
- MU.3(a): Integrate public and private amenities aimed toward residents, businesses, and visitors. (*Establish partnerships with property owners and/or developers for public/private partnerships that support the community's shared vision for vibrant mixed-use projects*).



## **Analysis**

The site is currently located within The Reserve Planned Development and is also presently zoned as PD, Planned Development District --- Neighborhood Center One Sub-District --- which supports a mix of neighborhood-oriented uses and allows for a maximum of 189 dwelling units. In this sub-district, multi-family residences require the approval of a Specific Use Permit. The developer desires to build more multi-family residences than permitted under the existing Neighborhood Center One Sub-District, prompting the request to rezone the property to the S, South Mansfield Form-based Development District.

The provisions of the S, South Mansfield Form-based Development District enable and encourage varying levels of mixed-use intensity; and, under those same provisions, the City can establish additional parameters for site design, building design, and building use that require vertical mixed-use development and ensure the inclusion of publicly accessible civic spaces.

The Developer has provided a conceptual plan --- that is subject to refinement pursuant to a development plan as required by the S, South Mansfield Form-based Development District --- if the requested zoning change is approved. As presented, this conceptual plan emphasizes pedestrian-friendly edges along the west and east property lines, incorporates non-residential spaces on the ground floor to enhance the pedestrian experience, and includes a pocket park on the northern edge to offer recreational and entertainment opportunities for the community. It should be noted that the rezoning request is not intended to finalize any of these concepts --- rather to depict generally how the property will be developed if the request is approved. The development plan required by the provisions of the S, South Mansfield Form-based Development District --- subject to review and approval by the City Council --- will allow for further refinement and the special land assemblage plan will reinforce the terms and conditions of the development plan.

Accordingly, the primary intent of the S, South Mansfield Form-based Development District, is to enable and to encourage a development pattern that is compact, mixed-use, walkable, and sustainable. To that end, the S, South Mansfield Form-based Development District is structured using the principles and practices of the rural-to-urban transect that, as used in this zoning district, create predictable urbanism by regulating building form and design.

Because the property is greater than two (2) acres in area, a development plan and a special land assemblage plan will be required. The development plan must be reviewed and approved by the City Council, and it will reinforce a pattern of development that is mixed-use vis-à-vis a required concept plan, phasing plan, and other project attributes that will achieve the community's vision for sustainable growth. The special land assemblage plan ensures that the property is appropriately master-planned to produce a development that is pedestrian-oriented, mixed-use, and attractive and is approved administratively by the Department of Planning and Development Services.

The S, South Mansfield Form-based Development District relies extensively on transect zones and special districts to establish the allowable uses and building design standards.

The transect zone that directs this proposed development must be shown on the required special land assemblage plan.

New development on the property (and any future renovation or redevelopment) must comply with the urban design and landscaping standards of the S, South Mansfield Form-based Development District. These urban design and landscaping standards will inform the required submittal of a special land assemblage plan as well as site plans and building plans.

**Summary**

The S, South Mansfield Form-based Development District provides a specific set of form-based development standards that enables and encourages creative development. However, the provisions of the S, South Mansfield Form-based Development District also contemplate and understand that certain uses are valuable contributors to the regional, national, and global economies and can be designed and operated in a manner to be a valuable addition to the urban fabric. It is with that understanding that the provisions of the S, South Mansfield Form-based Development District are structured to allow for increased flexibility without the expense of aesthetic quality and delivering a coherent urban fabric.

**Prepared By**

Arty Wheaton-Rodriguez  
Assistant Director of Planning  
817-276-4245

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO A S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Chapter 155 “Zoning” of the Code of Ordinances and Map should be amended.

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

**SECTION 1.**

That Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of S, South Mansfield Form-Based Development District; said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.**

That the locations of all Transect zones on the property shall be established on the special land assemblage plan required under Section 155.073 of the Code of Ordinances, City of Mansfield, Texas.

**SECTION 3.**

That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.**

That the above-described property shall be used only in the manner and for the purposes provided for in the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas of the City, as amended herein by the granting of this zoning classification.

**SECTION 5.**

That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas as a whole.

**SECTION 6.**

That any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 “Zoning” of the Code of Ordinances, City of Mansfield, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.**

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

**FIRST READING APPROVED ON THE 26<sup>TH</sup> DAY OF AUGUST, 2024.**

**DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

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**Michael Evans, Mayor**

**ATTEST:**

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**Susana Marin, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Ashley Dierker**, City Attorney



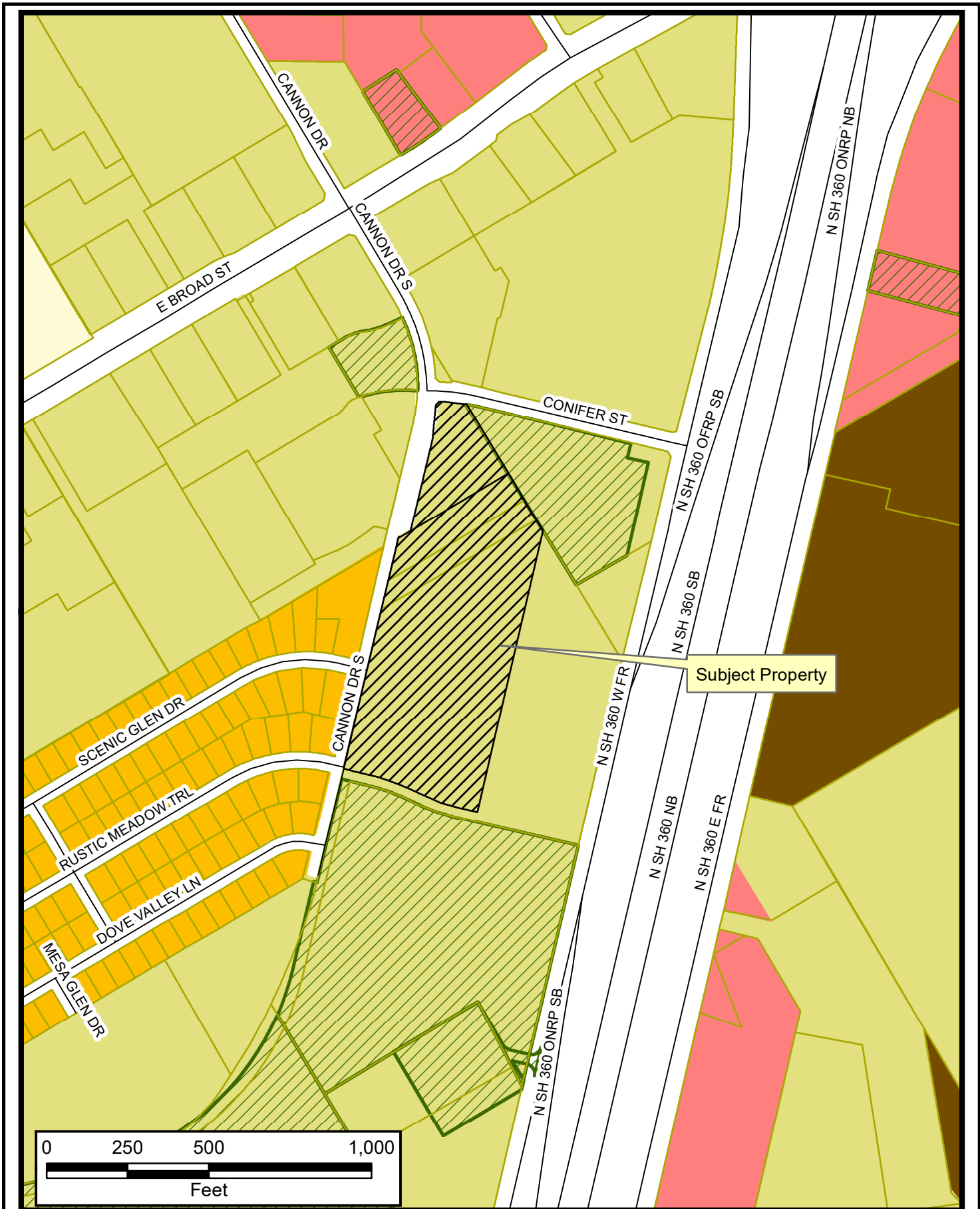


**ZC 24-002**

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

7/25/2024





# ZC 24-002

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

7/25/2024

# Property Owner Notification for ZC 24-002

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
BACK, J SURVEY	A 126	TOTAL E&P USA REAL ESTATE LLC	PO BOX 17180	FORT WORTH, TX	76102
BROAD STREET COMMONS	BLK 1	NOVUS DALLAS LLC	191 UNIVERSITY BLVD #314	DENVER, CO	80206
BROAD STREET COMMONS	BLK 1	KROGER TEXAS LP	1014 VINE ST FLOOR 7TH	CINCINNATI, OH	45202-1141
HOWARD, HENRY SURVEY	A 660	SWEENEY, C D ETAL	PO BOX 8720	FORT WORTH, TX	76124-0720
HOWARD, WILLIAM SURVEY	A 690	LG MANSFIELD EMILY LANE LLC	3500 MAPLE AVE STE 1600	DALLAS, TX	75219
HOWARD, WILLIAM SURVEY	A 690	LG MANSFIELD EMILY LANE LLC	3500 MAPLE AVE STE 1600	DALLAS, TX	75219
HOWARD, WILLIAM SURVEY	A 690	SWEENEY, C D ETAL	PO BOX 8720	FORT WORTH, TX	76124-0720
HOWARD, WILLIAM SURVEY	A 690	LG MANSFIELD EMILY LANE LLC	3500 MAPLE AVE STE 1600	DALLAS, TX	75219
MANSFIELD 360 MF ADDITION	BLK 1	CREA HERITAGE RESERVE LLC	14881 QUORUM DR STE 500	DALLAS, TX	75254
RUSTIC MEADOW ADDITION	BLK 1	POOL, JOEL C	3315 SCENIC GLEN DR	MANSFIELD, TX	76063-5814
RUSTIC MEADOW ADDITION	BLK 1	DUNCAN, JAMES	3317 SCENIC GLEN DR	MANSFIELD, TX	76063-5814
RUSTIC MEADOW ADDITION	BLK 1	CARDOZA, MARIO	3313 SCENIC GLEN DR	MANSFIELD, TX	76063
RUSTIC MEADOW ADDITION	BLK 5	PETERSON, JOY M	3310 SCENIC GLEN DR	MANSFIELD, TX	76063-5813
RUSTIC MEADOW ADDITION	BLK 5	CHU, LIEN	544 PARKVIEW DR	GRAND PRAIRIE, TX	75052
RUSTIC MEADOW ADDITION	BLK 5	KANADY, MARK A	3312 SCENIC GLEN DR	MANSFIELD, TX	76063-5813
RUSTIC MEADOW ADDITION	BLK 5	RUCKLE, DALE	3307 RUSTIC MEADOWS TRL	MANSFIELD, TX	76063
RUSTIC MEADOW ADDITION	BLK 5	CALDERON, YVETTE	3309 RUSTIC MEADOW TRL	MANSFIELD, TX	76063



## Property Owner Notification for ZC 24-002

<b>LEGAL DESC 1</b>	<b>LEGAL DESC 2</b>	<b>OWNER NAME</b>	<b>OWNER ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
RUSTIC MEADOW ADDITION	BLK 5	TUCKER LAYNE INVESTMENTS LLC	1802 CLEAR SUMMIT LN	MANSFIELD, TX	76063
RUSTIC MEADOW ADDITION	BLK 6	BRYNSVOLD, IRENE	3304 RUSTIC MEADOW	MANSFIELD, TX	76063
RUSTIC MEADOW ADDITION	BLK 6	PENSCO TRUST CO	PO BOX 981012	BOSTON, MA	02298
RUSTIC MEADOW ADDITION	BLK 6	HOWELL, JAMES	3221 DOVE VALLEY LN	MANSFIELD, TX	76063
RUSTIC MEADOW ADDITION	BLK 6	TEIGLAND, ASHLEY P	3219 DOVE VALLEY LN	MANSFIELD, TX	76063-5826
VILLAGE OFF BROADWAY ADDN	BLK 1	CANNON HOSPITALITY LLC	1125 EXECUTIVE CIR STE 110	IRVING, TX	75038
VILLAGE OFF BROADWAY ADDN	BLK 1	AUTOZONE PARTS INC	123 S FRONT ST	MEMPHIS, TN	38103
VILLAGE OFF BROADWAY ADDN	BLK 1	CANN-MANSFIELD LTD	PO BOX 100997	FORT WORTH, TX	76185-0997
VILLAGE OFF BROADWAY ADDN	BLK 1	CANN-MANSFIELD LTD	PO BOX 100997	FORT WORTH, TX	76185-0997

Exhibit A: ZC 24-002  
LEGAL DESCRIPTION:

TRACT 1:

Being a 9.021 acres tract of land situated in the William Howard Survey, Abstract No. 690, Tarrant County, Texas and being a portion of the remainder of Tract 1 conveyed to Charles D. Sweeney and Larry J. Fabian, a joint venture, as recorded in Volume 11076, Page 1128, to Emily E. Shackleford, as recorded in County Clerk's File No. D212000319, and to Kyle W. Sweeney, as recorded in County Clerk's File No. D212000320, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "DUNWAY ASSOC", being in the east corner of said Tract 1, also being in the south corner of the Save and Except of said Tract 1, in the existing west right-of-way line of State Highway 360 (having a variable width public Right-Of-Way);

THENCE North 30°23'26" West, along the northeast line of said Tract 1, a distance of 479.45 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), being the POINT OF BEGINNING, and being in the southwest line of a tract of land described by deed to Total E&P USA Barnett, LLC, as recorded in County Clerk's File No. D216266568, Deed Records, Tarrant County, Texas;

THENCE South 13°06'16" West, a distance of 922.85 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), being in the north line of Lot 1, Block 1, Mansfield 360 MF Addition, as recorded in County Clerk's File No. D20146762, Plat Records, Tarrant County, Texas;

THENCE along the north line of said Lot 1, Block 1, Mansfield 360 MF Addition the following bearings and distances:

North 76°48'57" West, a distance of 60.34 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), for the beginning of a tangent curve to the right having a radius of 560.00 feet, a central angle of 11°44'59" and a long chord which bears North 70°56'27" West, 114.64 feet;

Along said curve to the right, an arc length of 114.80 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI);

North 65°03'57" West, a distance of 54.78 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), for the beginning of a tangent curve to the left having a radius of 490.00 feet, a central angle of 11°15'40" and a long chord which bears North 70°41'47" West, 96.15 feet;

Along said curve to the left, an arc length of 96.31 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI);

North 76°19'38" West, a distance of 101.02 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), being on the existing east right-of-way line of South Cannon Street (having a variable width public Right-Of-Way);

THENCE North 13°40'22" East, leaving the north line of said Lot 1, Block 1, Mansfield 360 MF Addition, along the east right-of-way line of said South Cannon Street, a distance of 764.56 feet to a found 1/2 inch iron rod with a yellow cap, being in the northwest line of said Tract 1, and being in the south line of a tract of land described by deed to Cann-Mansfield, LTD., as recorded in County Clerk's File No. D206373693, Deed Records, Tarrant County, Texas, from which a found 1/2" iron rod being in the northeast corner of Block 1, Rustic Meadows Section Two, as recorded in Cabinet A, Slide 9965, Plat Records, Tarrant County, Texas, bears South 59°25'25" West, along the common line of said Tract 1 and said Cann-Mansfield tract, a distance of 62.82 feet;

THENCE North 59°25'25" East, along the common line of said Tract 1 and said Cann-Mansfield tract, a distance of 387.67 feet to a found 1-1/4 inch iron rod, being in the north corner of said Tract 1, and being in the southwest line of said Total E&P USA Barnett tract;

THENCE South 30°23'26" East, along the common line of said Tract 1 and said Total E&P USA Barnett tract, a distance of 198.51 feet to the POINT PF BEGINNING and CONTAINING 392,948 square feet, 9.021 acres of land, more or less.

#### TRACT 2: (Easement Estate)

Being a tract of land situated in the William Howard Survey, Abstract No. 690, Tarrant County, Texas and being a portion of the Common Access Easement as recorded in County Clerk's File No. D220146762, in the Plat Records, Tarrant County, Texas, further defined by the Emily Lane Perpetual Easement as recorded in County Clerk's File No. D220154557, in the Deed Records, Tarrant County, Texas, and a portion of the remainder of Tract 1 conveyed to Charles D. Sweeney and Larry J. Fabian, a joint venture, as recorded in Volume 11076, Page 1128, to Emily E. Shackleford, as recorded in County Clerk's File No. D212000319, and to Kyle W. Sweeney, as recorded in County Clerk's File No. D212000320, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "DUNWAY ASSOC", being in the east corner of said Tract 1, also being in the south corner of the Save and Except of said Tract 1, in the existing west right-of-way line of State Highway 360 (having a variable width public Right-Of-Way), from which a found 1-1/4 inch iron rod, being in the north corner of said Tract 1, and being in the southwest line a tract of land described by deed to Total E&P Barnett, LLC, as recorded in County Clerk's File No. D216266568, Deed Records, Tarrant County, Texas, and in the southeast corner of a tract of land described by deed to Cann-Mansfield, LTD., as recorded in County Clerk's File No. D206373693, Deed Records, Tarrant County, Texas, bears North 30°23'26" West, a distance of 677.96 feet;

THENCE South 13°06'16" West, along the common line of said State Highway 360, and said Tract 1, a distance of 515.56 feet to the to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), being the POINT OF BEGINNING;

THENCE South 13°06'16" West, continuing along the common line of said State Highway 360, and said Tract 1, a distance of 59.94 feet, to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI), being in the northeast corner of Lot 1, Block 1, Mansfield 360 MF Addition, as recorded in County Clerk's File No. D20146762, Plat Records, Tarrant County, Texas;

THENCE North 76°48'57" West, along the north line of said Lot 1, Block 1, Mansfield 360 MF Addition, a distance of 330.00 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI);

THENCE North 13°06'16" East, a distance 59.97 feet to a set 1/2 inch iron rod with a cap stamped "GRAHAM ASSOC INC"(GAI);

THENCE South 76°48'41" East, a distance of 330.00 feet to the POINT OF BEGINNING and CONTAINING 19,786 square feet, 0.4542 acres of land, more or less.

LEGAL LAND DESCRIPTION

Tract 11:

BEING 1.458 acres (63,524 square feet) of land in the William Howard Survey, Abstract No. 690, City of Mansfield, Tarrant County, Texas; said 1.458 acres (63,524 square feet) of land being a portion of that certain tract of land described in a General Warranty Deed to Cann-Mansfield, Ltd. (hereinafter referred to as Cann-Mansfield tract), as recorded in Instrument Number D206373693, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.); said 1.458 acres (63,524 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod found for the Southeasterly corner of said Cann-Mansfield tract, same being the Northeasterly corner of that certain tract of land described in a deed to Emily E. Shackelford (hereinafter referred to as Shackelford tract), as recorded in Instrument Number D212000319, O.P.R.T.C.T., same also being the Southwesterly line of that certain tract of land described in a Deed to Total E&P USA Real Estate LLC (hereinafter referred to as Total E&P USA Real Estate tract), as recorded in Instrument Number D216266568, O.P.R.T.C.T.;

**THENCE** South 59 degrees 16 minutes 56 seconds West, departing the Southwesterly line of said Total E&P USA Real Estate tract, with the common line between said Cann-Mansfield tract and said Shackelford tract, a distance of 364.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwesterly corner;

**THENCE** North 13 degrees 32 minutes 04 seconds East, departing the Northwesterly line of said Shackelford tract, crossing said Cann-Mansfield tract, a distance of 333.46 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the left, whose long chord bears North 09 degrees 42 minutes 02 seconds East, a distance of 74.22 feet;

**THENCE** Northerly, continue crossing said Cann-Mansfield tract, with said curve to the left, having a radius of 555.00 feet, through a central angle of 07 degrees 40 minutes 03 seconds, for an arc distance of 74.27 feet to a one-half inch iron rod with plastic cap stamped "COOMBS" found for corner;

**THENCE** North 49 degrees 00 minutes 31 seconds East, continue crossing said Cann-Mansfield tract, a distance of 14.47 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a non-tangent curve to the right, whose long chord bears South 83 degrees 48 minutes 34 seconds East, a distance of 84.66 feet;

**THENCE** Southeasterly, continue crossing said Cann-Mansfield tract, with said non-tangent curve to the right, having a radius of 770.00 feet, through a central angle of 06 degrees 18 minutes 09 seconds, for an arc distance of 84.70 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Northeasterly line of said Cann-Mansfield tract, same being the Southwesterly line of said Total E&P USA Real Estate tract;

**THENCE** South 31 degrees 06 minutes 25 seconds East with the common line between said Cann-Mansfield tract and said Total E&P USA Real Estate tract, a distance of 247.10 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 1.458 acres (63,524 square feet) of land.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6111

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Construction Manager at Risk Contract with Steele and Freeman for the Expansion of the Service Center and Animal Shelter Project for a Guaranteed Maximum Price of \$38,296,658.00; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Certificates of Obligations and Utility Fund)

**Requested Action**

Approval and authorization of the award and execution of the contract.

**Recommendation**

Staff recommends approval.

**Description/History**

On September 11th, 2023, City Council authorized staff to utilize the CMAR delivery method for the project. On October 9th, 2023, City Council awarded the CMAR contract to Steele and Freeman, Inc. who has been working closely with the project architect, Quorum Architects, and staff to design a remarkable facility. The new facility will replace the current shelter, featuring cutting-edge amenities including 130 spacious and comfortable living areas for dogs, 135 cat kennels designed to encourage socialization and engagement, upgraded medical facilities with extra recovery kennels, and designated spaces for community outreach and education.

Pending approval, construction would begin just after Labor Day, and a groundbreaking event would be held on September 16th at 11:00 am.

**Justification**

The CMAR solicited the subcontractor community for bids for the Project using newspaper ads; its online notification system; and other vigorous outreach processes; contacting thousands of potential bidders. The result was excellent subcontractor participation in almost all categories, and re-solicitation in those few areas not receiving good coverage. Both the City staff and the owner's representative on the project, Peak Program Value (PPV), were given electronic copies of all subcontractor bids received, and were fully engaged in the CMAR's bid analysis and award recommendation process.

PPV found this process to be completely transparent. The CMAR was very collaborative,

cooperative and responsive when questions and suggestions were offered during the preparation of the Guaranteed Maximum Price (GMP). PPV also validated the CMAR's cost of staffing and onsite overhead, as well as the CMAR's profit and overhead as at or below the market value for North Texas for such costs and fees. The result is a GMP that is an excellent value for the City. Delay in awarding this GMP may impact the CMAR's ability to award to subcontractors, and could subject the City to the cost of pending price increases in Q4 2024.

**Funding Source**

Certificates of Obligation, Utility Fund

**Prepared By**

Matt Jones, Assistant City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH STEELE AND FREEMAN FOR THE EXPANSION OF THE SERVICE CENTER AND ANIMAL SHELTER PROJECT FOR A GUARANTEED MAXIMUM PRICE OF \$38,296,658.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (CERTIFICATE OF OBLIGATIONS AND UTILITY FUND)**

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

**WHEREAS**, the Construction Manager at Risk delivery method was authorized for the Animal Shelter Project by the City Council on September 11th, 2023; and,

**WHEREAS**, the City Council approved the award of the CMAR contract with Steele and Freeman (Construction Manager) on October 9th, 2023; and,

**WHEREAS**, the Construction Manager has provided the City with the Guaranteed Maximum Price (GMP), and city staff along with the city’s owner’s representative and legal counsel have reviewed and approved the GMP; and,

**WHEREAS**, the funding for the project is available from the Certificates of Obligations and Utility Fund.

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

**SECTION 1.**

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

**SECTION 2.**

The Amendment to the Construction Manager at Risk Contract with a guaranteed maximum price of \$38,296,658.00 with Steele and Freeman for the construction services related to the Expansion of the Service Center and Animal Shelter Project is approved.

**SECTION 3.**

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.



**SECTION 4.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MANSFIELD THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 24-6154

**Agenda Date:** 8/26/2024

**Version:** 1

**Status:** New Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Amendment to the Construction Manager at Risk Contract with Moss Construction for the Harvest Point Public Infrastructure Project for a Guaranteed Maximum Price of \$35,971,518.00; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (General Fund, TIRZ #4)

**Requested Action**

To consider approving the resolution

**Recommendation**

It is city staff's recommendation to approve the resolution

**Description/History**

On April 22, 2024, City Council approved Resolution #4194-24 to authorize the use of the Construction Manager at Risk (CMAR) procurement delivery method for the construction of the Public Infrastructure at Harvest Point, now called the Staybolt Street Public Infrastructure Project.

In this delivery method, the city contracts separately with an engineer, in this case, Dunaway Associates, to deliver the design and engineering for the construction of the public infrastructure, and then contracts with a construction manager during that design phase, to ensure price, schedule, and constructability are managed prior to construction commencing.

The construction manager is responsible for construction performance and commits to delivering the process within a defined schedule and price, either a fixed sum or a guaranteed maximum price (GMP). The construction manager provides construction input to the owner and design engineers during the design phase and operates as the general contractor during the construction phase.

On June 10, 2024, City Council approved resolution number RE-4210-24 awarding the contract to Moss Construction for preconstruction services, and with an amendment for the construction phase GMP to follow. This item reflects that amendment necessary to proceed with construction activities.

Per the scope of services, which includes:

1. Improved and relocation of Lone Star Road between SR 360 and Heritage Parkway;
2. Extension and relocation of Heritage Parkway from National to Lone Star;

3. Mass grading for building pads and internal roadways;
4. Internal roads including curb, gutters and storm sewers;
5. City water and sanitary sewer;
6. City required streetscape and landscaping;
7. South plaza for stadium; and
8. Temporary parking for the stadium and district

The anticipated schedule provides for construction activities to commence immediately following approval of this item and will be substantially complete in various stages, with the majority of infrastructure being delivered by October 2025, and the remaining portions like the stadium south plaza and temporary parking closer to March 2026 as the stadium is completed.

**Justification**

The infrastructure is necessary to be in place in order for High Five and the stadium to meet their respective opening requirements. Funding for this is coming from general fund, and ultimately TIRZ #4.

**Funding Source**

General Fund & TIRZ #4

**Prepared By**

Jason Moore, Economic Development

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT WITH MOSS CONSTRUCTION FOR THE HARVEST POINT PUBLIC INFRASTRUCTURE PROJECT FOR A GUARANTEED MAXIMUM PRICE OF \$35,971,518.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND, TIRZ #4)**

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

**WHEREAS**, the Harvest Point Public Infrastructure Project is hereby and henceforth called the Staybolt Street Public Infrastructure Project; and,

**WHEREAS**, the City Council previously approved resolution RE-4210-24, awarding a CMAR contract to Moss Construction for the construction of the Staybolt Street Public Infrastructure (Project) in the City of Mansfield, Texas; and,

**WHEREAS**, Moss Construction has performed preconstruction services per the contract, and submitted an amendment to the contract to include the guaranteed maximum price (GMP) for construction services in an amount not to exceed thirty-five million, nine-hundred seventy-one thousand, five-hundred eighteen dollars (\$35,971,518.00); and,

**WHEREAS**, City staff has reviewed and evaluated the amendment and recommends the approval of the GMP for the Project; and,

**WHEREAS**, funding for this contract is available from the General Fund and TIRZ #4.

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

**SECTION 1.**

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

**SECTION 2.**

An amendment to the CMAR contract with a guaranteed maximum price of \$35,971,518.00 with Moss Construction for the construction services related to the Project is hereby approved.

**SECTION 3.**

The City Council hereby delegates its authority under Texas Government Code Chapter 2269 to the City Manager, designates the City Manager as its designated representative for purposes related to this Project, and authorizes the City Manager and his designee(s) to take all actions necessary to accomplish the purposes and implementation of this Resolution.

**SECTION 4.**

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 5.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 26<sup>TH</sup> DAY OF AUGUST, 2024.**

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

**ATTEST:**

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



**CMAR Mark-ups on Scope Changes to the Bid Trades**

Including General Conditions, Staffing, CMAR Insurance, CMAR Fee and Bond.

For Work which increases the GMP..... 5.41 %

For work that reduces the GMP ..... 4.92 %

**Burden Rates (from Section 7.2.4 of the CMAR Contract)**

CMAR shall apply a rate of 49.50 % to the direct labor rates for all salaried personnel and TBD % for all trades labor for all costs including but not limited to FICA, FUTA, SUTA, unemployment compensation, worker's compensation, health insurance, pension, 401K retirement plan and payroll expense.