



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 9, 2024

2:00 PM

Council Chambers

REGULAR MEETING

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

2. **WORK SESSION**

Presentation of the Water and Wastewater Master Plan and Impact Fee Analysis

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 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 #21-27

Economic Development Project #21-33

Economic Development Project #23-14

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. PRESENTATION

President's Volunteer Service Award

9. CITIZEN COMMENTS

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

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a speaker card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to 5:50 p.m.

10. COUNCIL ANNOUNCEMENTS

11. APPROVAL OF SUB-COMMITTEE MINUTES

[24-6180](#) Minutes - Approval of the August 26, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Presenters: Susana Marin

Attachments: [8-26-24 DRAFT Meeting Minutes](#)

[24-6186](#) Minutes - Approval of the Amended 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 Amended DRAFT Meeting Minutes](#)

[24-6196](#) Minutes - Approval of the Amended 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 Amended DRAFT Meeting Minutes](#)

12. 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

B. Business Services Department Report

[24-6172](#) Review of the Monthly Financial Report for the Period Ending July 31, 2024

Presenters: Bryan Rebel

Attachments: [July Monthly Financials](#)

13. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**14. 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

[24-6184](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Establishing Rates to be Charged for Water and Sewer Service in the City of Mansfield; Amending Chapter 51 "Sewer and Water Service" by Amending Section 51.052 "Water Service Rates"; Amending Section 51.053 "Water Reconnection Charge"; Amending Section 51.054 "Sewer Service Rates", Incorporating the Recitals into the Body of the Ordinance; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing a Savings Clause; Providing for Publication; And Providing an Effective Date

Presenters: Jeff Price

Attachments: [Ordinance](#)

[24-6198](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Establishing A Schedule of Fees; Incorporating the Recitals into the Body of the Ordinance; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing a Savings Clause; Providing for Publication; And Providing an Effective Date

Presenters: Vanessa Ramirez

Attachments: [Ordinance](#)

[Exhibit A](#)

[24-6117](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Granting Support and Consent to Creation of Somerset Village Municipal Management District of Ellis County and the Inclusion of Approximately 70.897 Acres of Land into the District; 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](#)

[Exhibits A - B](#)

[24-6164](#) Resolution - A Resolution of the City Council of the City Of Mansfield, Texas Awarding a Bid for a Janitorial Services of City Owned Buildings Contract to Service First Janitorial in the Amount of \$159,900.00; 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](#)

[Exhibit A](#)

[Exhibit B](#)

[24-6168](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with Nack Development, LLC Not to Exceed \$647,500.00 for the Professional Engineering and Architectural Design Services within Geyer Commons;

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: Faith Morse

Attachments: [Resolution](#)
[Exhibit A](#)

[24-6169](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting the City of Mansfield, Texas Investment Policy; Approving Investment Pools; and Approving Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transaction

Presenters: Bryan Rebel

Attachments: [Resolution](#)
[Exhibit A](#)

[24-6171](#)

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

Presenters: Troy Lestina and Bryan Rebel

Attachments: [Resolution](#)
[Exhibit A](#)

[24-6173](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Presenters: Troy Lestina

Attachments: [Resolution](#)
[Exhibit A](#)

[24-6178](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Work Authorization 1 Between the City of Mansfield, Texas and Archer Western Construction, LLC. in an Amount Not to Exceed \$7,281,338.00 to Furnish and Deliver the Membrane System and Ancillary Equipment; 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)

Presenters: Jeff Price

Attachments: [Resolution](#)
[Exhibit A](#)
[Exhibit B](#)

[24-6182](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with LandTec Engineers, LLC in an Amount not to Exceed \$277,125.00 for Construction

Materials Engineering, Testing Services and Special Inspections for the Service Center Expansion and New Animal Care Offices Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Matt Jones

Attachments: [Resolution](#)

[Exhibit A](#)

[24-6185](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Negotiate, Finalize and Execute a Management and Operations Agreement with Kemper Sports Venues and REV Sports Management, LLC for the Mansfield Sports Park; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (General Fund)

Presenters: Matt Young

Attachments: [Resolution](#)

[24-6197](#)

Resolution - A Resolution of the City Council of the City Of Mansfield, Texas Declaring Official Intent to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Capital Expenditures from the Proceeds of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Placing Time Restrictions on the Issuance of Tax-Exempt Obligations; 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: Vanessa Ramirez

Attachments: [Resolution](#)

[Exhibit A](#)

[24-6199](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Interlocal Agreement with the City of Burleson to Provide them Jail Services; Authorizing the Mayor, or Designee to Execute any Documents Necessary to Implement this Resolution; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Presenters: Tracy Aaron

Attachments: [Resolution](#)

[Exhibit A](#)

[24-6179](#)

Minutes - Approval of the August 26, 2024 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [8-26-24 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. PUBLIC HEARING AND FIRST AND FINAL READING[24-6174](#)

Ordinance - Public Hearing and First and Final Reading on an Ordinance of the City of Mansfield, Texas Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, in Accordance with the Charter of the City of Mansfield, and Making Appropriations for Each Fund and Department

Presenters: Troy Lestina

Attachments: [Ordinance](#)

[24-6181](#)

Ordinance - Public Hearing and First and Final Reading on an Ordinance of the City of Mansfield, Texas, Reauthorizing all Building Permit Fees Charged as a Condition to Construct, Renovate or Remodel a Structure in Accordance with Section 214.908 of the Texas Local Government Code; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing for Publication; And Providing an Effective Date

Presenters: Troy Lestina

Attachments: [Ordinance](#)

16. PUBLIC HEARING AND RESOLUTION[24-6170](#)

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2024/2025 Services and Assessment Plan for the South Pointe Public Improvement District ("PID"); Providing a Severability Clause; and Providing an Effective Date

Presenters: Troy Lestina and Bryan Rebel

Attachments: [Resolution](#)

[Exhibit A](#)

17. PUBLIC HEARING AND FIRST READING[24-6107](#)

Ordinance - Public Hearing and First Reading on a Ordinance Approving a Change of Zoning from SF-12/22 Single-Family Residential District to PD Planned Development District for commercial and single-family residential uses on approximately 10.574 acres described as Block 1, Lots 1 and 2R of the RW Roberts Addition, Tarrant County, TX, located at 650 and 700 N. Holland Rd. 1020 Ventures LLC, Developer (ZC#23-019)

Presenters: Arty Wheaton-Rodriguez

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibits](#)

[Exhibit B-1, Proposed PD, Planned Development District Standards](#)

18. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[24-6158](#) Ordinance - Public Hearing and Second and Final 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](#)

19. NEW BUSINESS

[24-6175](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Approving the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2025 (Tax Year 2024) at a Rate of \$0.645000 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2024, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Presenters: Troy Lestina

Attachments: [Ordinance](#)

[24-6187](#) Board Appointments: Mansfield Park Facilities Development Corporation

Presenters: City Council

[24-6188](#) Board Appointments: Mansfield Economic Development Corporation

Presenters: City Council

[24-6189](#) Board Appointments: Planning and Zoning Commission

Presenters: City Council

[24-6190](#) Board Appointments: Zoning Board of Adjustments

Presenters: City Council

[24-6191](#) Board Appointments: Historic Landmark Commission

Presenters: City Council

[24-6192](#) Board Appointments: Historic Preservation Advisory Board

Presenters: City Council

[24-6193](#) Board Appointments: Library Advisory Board

Presenters: City Council

[24-6194](#) Board Appointments: Keep Mansfield Beautiful Commission

Presenters: City Council

[24-6195](#) Board Appointments: Construction Code Board of Adjustment and Appeals

Presenters: City Council

20. ADJOURN

CERTIFICATION

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

Susana Marin, City Secretary

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



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
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STAFF REPORT

File Number: 24-6180

Agenda Date: 9/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 26, 2024 Tax Increment Reinvestment Zone Number One Board Meeting Minutes (Broseh (Chair), Bounds, Evans, and Tonore)

Requested Action

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

Recommendation

Approval of the minutes by the Board.

Description/History

The minutes of the August 26, 2024 Tax Increment Reinvestment Zone Number One Board Meeting are in DRAFT form and will not become effective until approved by the Board at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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

Meeting Minutes - Draft

Tax Increment Reinvestment Zone Number One Board

Monday, August 26, 2024

1:30 PM

City Hall

CALL TO ORDER

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

Staff present: Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Executive Director of Economic Development Jason Moore, Assistant City Secretary Keera Seiger

Absent 1 - Alisa Simmons

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

CITIZEN COMMENTS

There were no citizen comments.

RECESS INTO EXECUTIVE SESSION

The Board did not recess into executive session.

RECONVENE INTO REGULAR BUSINESS SESSION

NEW BUSINESS

Discussion and Possible Action Regarding the Addition of 380 Powers to the TIRZ #1 Project and Finance Plan

Executive Director of Economic Development Jason Moore presented the item and answered questions. He stated that this TIRZ does not currently have an Economic Development program, while the other, newer TIRZ do. In order to add such a program, the Board would need to amend the ordinance and finance plan that created TIRZ #1 to add 380 Powers.

A motion was made by Board Member Bounds to approve the addition of 380 Powers to the TIRZ #1 Project and Finance Plan. Seconded by Board Member Evans. The motion CARRIED by the following vote:

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

Nay: 0

Absent: 1 - Alisa Simmons

Abstain: 0

Discussion and Recommendation Regarding a TIRZ Reimbursement Agreement with Leon Capital

Jason Moore presented the item and answered questions. He spoke on the Emily Lane project and TIRZ deal points which included the developer constructing Cannon Drive from Miller Road to Confier Street and constructing the connection between Cannon Drive and Emily Lane. The Board recommended moving forward with the TIRZ reimbursement.

ADJOURNMENT

Chair Broseh adjourned the meeting at 1:56 p.m.

ATTEST: Larry Broseh, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 24-6186

Agenda Date: 9/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the Amended 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 Sub-Committee to approve the amended minutes.

Recommendation

Approval of the amended minutes by the Sub-Committee.

Description/History

The minutes of the August 12, 2024 Local Transportation Issues Sub-Committee Meeting were approved at the August 26, 2024 Regular City Council 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 - Local Transportation Issues Sub-Committee

Monday, August 12, 2024

1:30 PM

City Hall

AMENDED MINUTES

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, 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

Casey Lewis, a Casey Lewis Companies Representative, 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

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

STAFF REPORT

File Number: 24-6196

Agenda Date: 9/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the Amended 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 Sub-Committee to approve the amended minutes.

Recommendation

Approval of the amended minutes by the Sub-Committee.

Description/History

The minutes of the August 12, 2024 Housing Market Growth Strategy Sub-Committee Meeting were approved at the August 26, 2024 Regular City Council 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 - Housing Market Growth Strategy Sub-Committee

Monday, August 12, 2024

12:00 PM

City Hall

AMENDED MINUTES

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, 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 Casey Lewis, a Casey Lewis Companies Representative, 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.

ATTEST: Julie Short, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
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STAFF REPORT

File Number: 24-6172

Agenda Date: 9/9/2024

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Review of the Monthly Financial Report for the Period Ending July 31, 2024

Requested Action

Attached is the Monthly Financial Report for the period ending July 31, 2024 for Council's review.

Recommendation

Review the Financial Statement for the period ending July 31, 2024.

Description/History

Monthly Financial Report

Justification

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

Funding Source

N/A

Prepared By

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



FINANCIAL REPORT

Ending July 31, 2024

City of Mansfield, Texas

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



mansfieldtexas.gov

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

HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of July 2024, or 83.33% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations. On February 26th, 2024, the City presented to the City Council its audited financial statements for the fiscal year ending September 30, 2023, in accordance with national guidelines.

Capital Highlights

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

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Police Headquarters	\$20.15 CY	\$33.72 LTD
Equipment Replacement	\$4.91 CY	-

Debt Summary (year-to-date issuance)

FY2024	Purpose	GO	CO	Tax & Revenue COs	Total Issued (millions)
Series 2024	Public infrastructure and facilities design, development, and construction	-	\$58.56	-	\$58.56
Series 2024* (GO Refunding Bonds)	Refund previously issued debt	\$11.29	-	-	\$11.29
Series 2024	Waterworks and Sewer Revenue Bond: construction of public infrastructure	-	-	\$44.96	\$44.96
Total Debt Issued		\$11.29	\$58.56	\$44.96	\$114.81

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

* The total economic gain resulting from the refunding = \$1,096,734

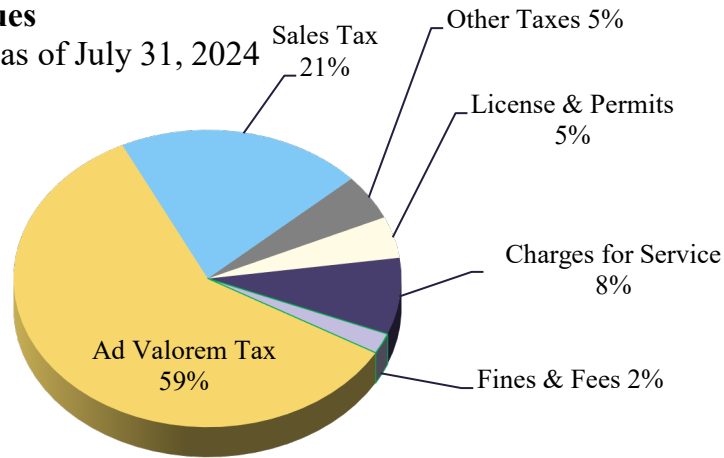
GENERAL FUND FINANCIAL SUMMARY

Overall, the operating revenues exceeded operating expenses by \$11,120,194 at the end of the reporting period. With operating revenues totaling \$80,977,865 or 90.08% of the budget and operating expenses totaling \$69,857,671 or 80.17% of the budget.

General Fund Charts (revenues & expenditures)

General Fund Revenues

Allocation of Receipts as of July 31, 2024



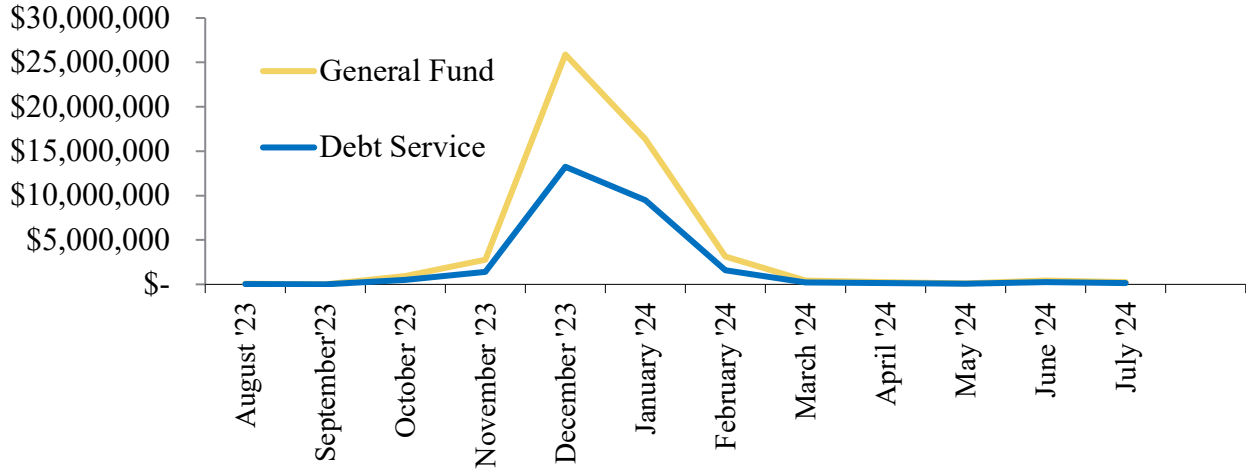
Major Revenues

Property Tax Collections

Most of the City’s property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City’s fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (M&O) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The M&O portion of property tax collections as recorded in the General Fund through July 31, 2024, total \$46,911,192. Last year’s collections were \$42,805,123 for the same period, an increase of 9.59% over the prior year.

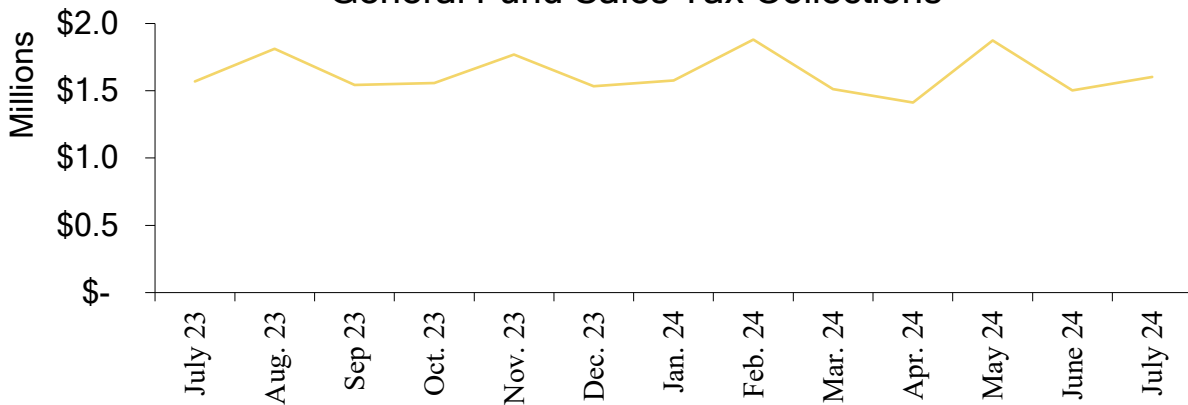
The I&S portion as recorded in the Debt Service Fund collected through July 31, 2024, totaled \$25,082,906. Property tax collections by month are depicted on the subsequent chart.

Ad Valorem Tax Collections by Month



Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2¢ for every dollar of sales tax assessed. The General Fund receives 1¢ of sales taxes collected and the City’s Type 4A and Type 4B corporations each receive ½ ¢ of collections. In July 2024, the General Fund portion of sales tax collected totaled \$1,603,029 which is \$33,634 or 2.14% more than the same period last year. On an annual basis, sales tax collections are up by 0.44% or \$71,309 as compared to last year. For additional information on sales taxes, please see the full sales tax discussions and charts on page 14 of this report and in appendix A30-A33.

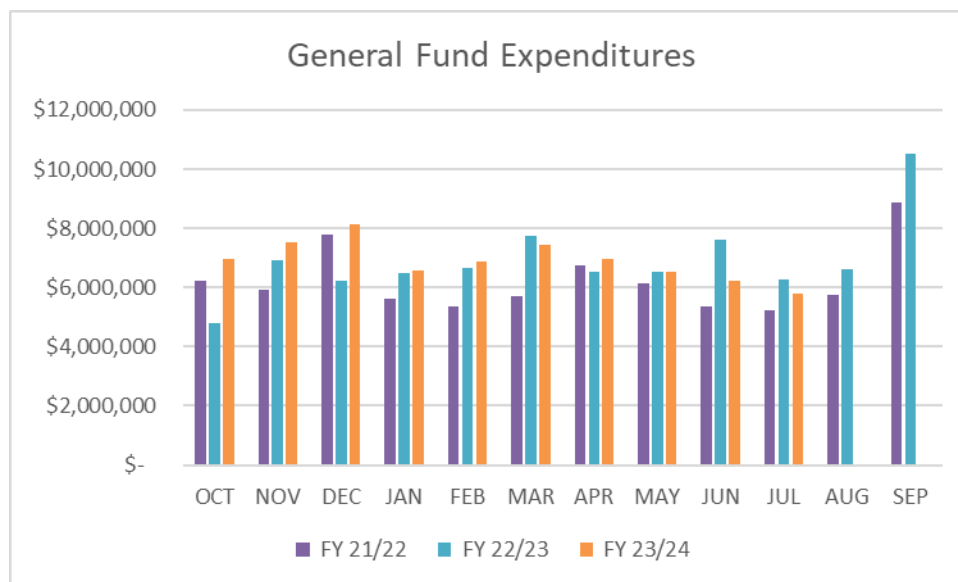
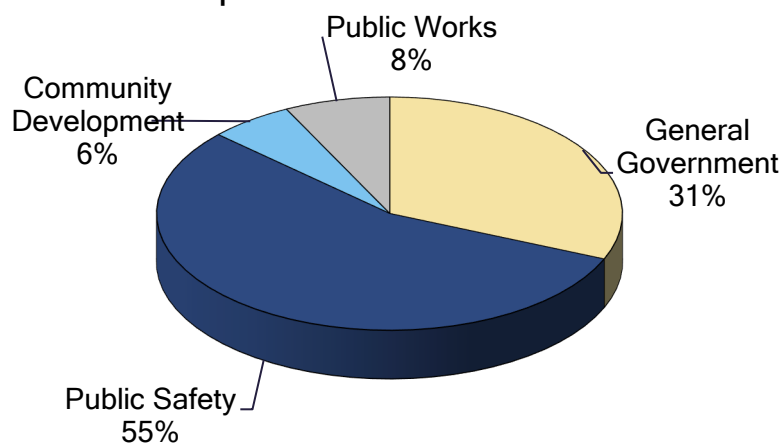
General Fund Sales Tax Collections



Expenditures

The chart below shows year-to-date expenditures by functions of the General Fund with public safety (police and fire activities) comprising 55% of all budgeted operational expenditures. The total year-to-date operating expenditures of the fund are \$69,857,671 or 80.17% of budgeted expenditures of \$87,137,575. July 2024 expenditures were \$5,790,841.

FY24 YTD Actual Expenses



ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by \$9,448,240 at the end of the reporting period. With operating revenues totaling \$40,483,073 or 80.79% of the budget and operating expenses totaling \$27,419,833 or 85.91% of the budget excluding depreciation. Non-operating activities such as interest revenue, debt expenses, and interest expenses due to borrowing totaled (\$2,371,202) resulting in a total change in net position of \$7,077,038.

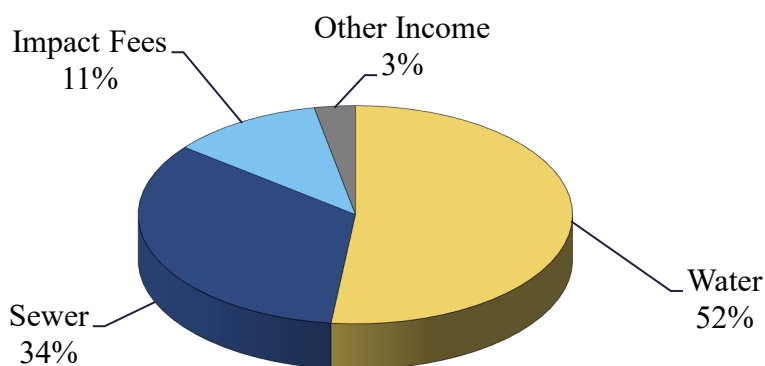
UTILITY FUND

Major Revenues

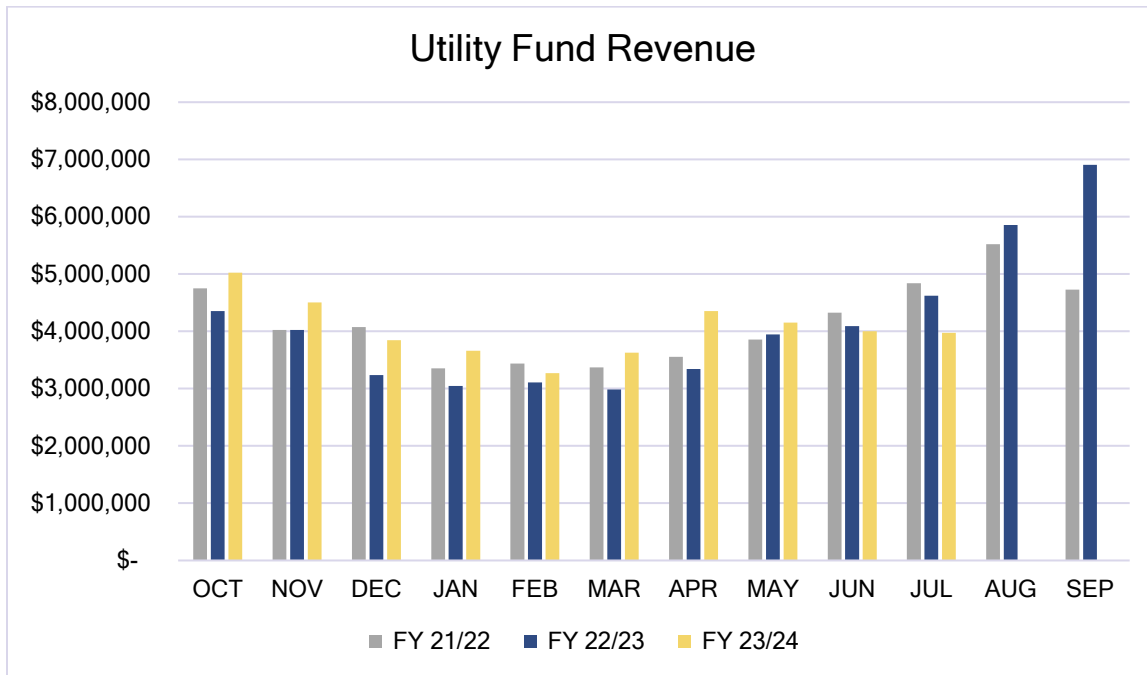
Water & Sewer Service Fees

Water and Sewer service fees year-to-date revenue is \$34,650,241 or 69.15% of the overall budget. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenue collections chart below.

Revenues

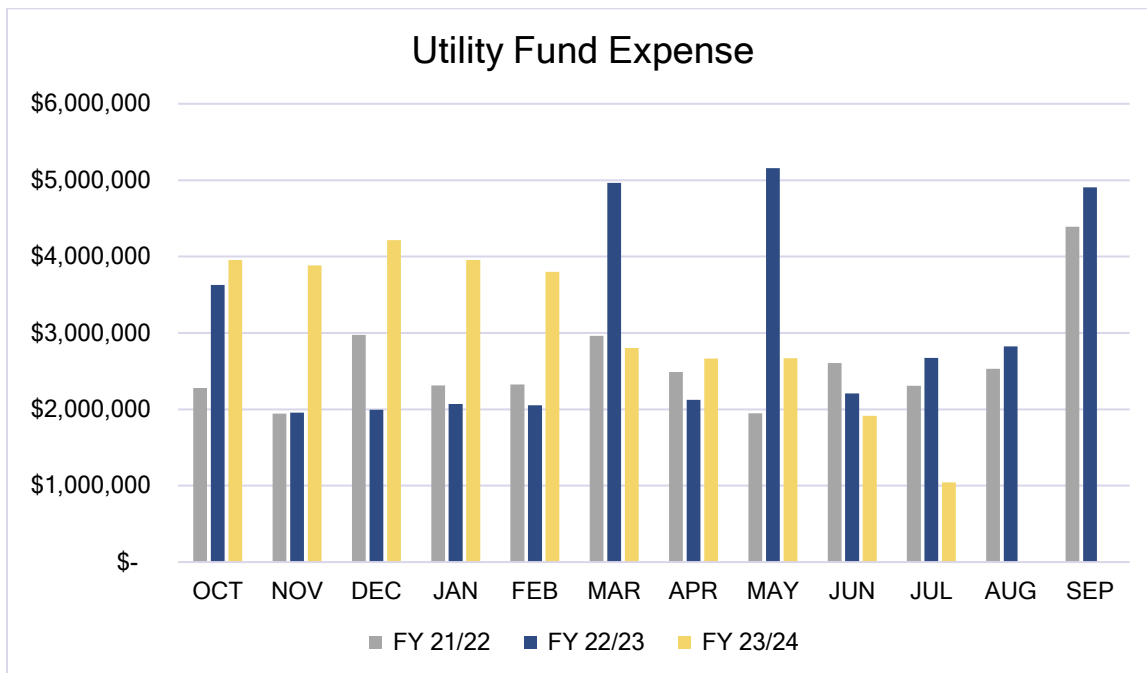


Utility Fund Charts



Expenses

The chart below shows expenses of the Water & Sewer Fund by department.



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's stormwater program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenues collected a total of \$2,375,578 and the operational expenditures related to administration and general maintenance total \$1,237,736 to date. The total change in net position is \$594,543.



SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund accounts for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total \$8,995,377, 93.31% of the budget, and the operating expenditures total \$6,808,574 which is 98.36% of the budget. Revenues exceed expenditures by \$2,186,803 which increases the fund balance.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund that accounts for the debt obligations caused by the development of sports and recreation facilities and equipment and the miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total \$2,653,620 which is 83.87% of the budget and the expenditures total \$3,170,568 which is 100.21% of the budget. Expenditure exceeded revenue by (\$516,948).

Fiscal Year 2024 YTD Summary	MPFDC Debt Service Fund	FY24 Budget	% Collected Budget
Revenues	2,653,620	3,164,077	83.87%
Expenditures (principal & interest)	3,170,568	3,164,077	100.21%
Net Change From Operating: Gain (loss)	(516,948)	-	
Fund Balance Beginning	515,196		
Fund Balance Ending	(1,752)		

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities of the city. Funding for the activities of the MEDC is supported by ½ cent sales tax. The year-to-date operating revenues collected a total of \$8,131,114, which is 80.52% of the budgeted amount. Operating expenditures at the end of the reporting period totaled \$5,367,221 which is 76.28% of the budgeted expenditures. Operating revenue exceeded operating expenditures by \$2,763,893 which increased the fund balance. The total net change including non-operating activities is an increase of \$736,032 at the end of July 2024.

Tax Increment Reinvestment Zones (TIRZs)

In accordance with Texas Local Government Chapter 311, a local government can designate a geographic area that needs improvement as a TIRZ. The funding to pay for improvements within the zone is derived from the ad valorem taxes collected from increased value within the zone. The chart below shows the current activity for all City TIRZs. The revenue recorded is interest income received year-to-date and property tax. Any negative balances reflect inter-fund commitment for reimbursements.

Fiscal Year 2024 YTD Summary	TIRZ #1	TIRZ #2	TIRZ #4	TOTAL ALL TIRZ
Revenues	6,186,548	1,328,842	-	7,515,390
Expenditures	274,187	237,879	1,581,786	2,093,852
Net Change From Operating: Gain (loss)	5,912,361	1,090,963	(1,581,786)	5,421,538
Other Financing Sources (Uses)	(3,359,990)	(3,729,723)	-	(7,089,713)
Fund Balance Beginning	8,361,799	(2,688,961)	(805,415)	4,867,423
Fund Balance Ending	10,914,170	(5,327,721)	(2,387,201)	3,199,248

HOTEL/MOTEL TAX FUND

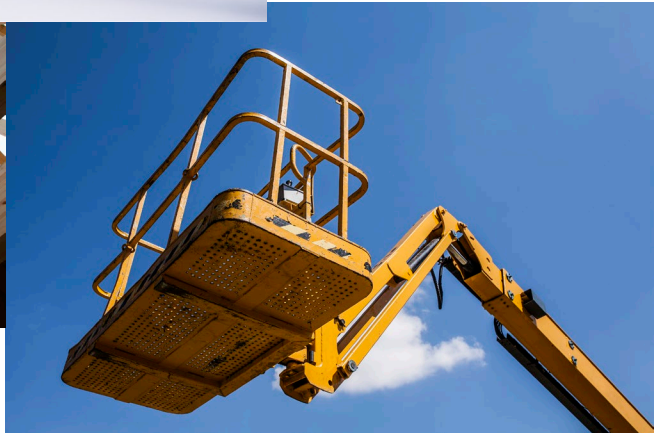
The Hotel/Motel fund is used to account for the occupancy taxes generated from the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total \$876,290 which is 87.19% of the budget and the expenditures collected to date total \$909,849 which is 90.53% of the budget. Expenditures exceed revenues by (\$33,559) which results in a decrease to fund balance.

Fiscal Year 2024 YTD Summary	Hotel/Motel Tax Fund	FY24 Budget	% Collected Budget
Revenues	876,290	1,005,000	87.19%
Expenditures	909,849	1,005,000	90.53%
Net Change From Operating: Gain (loss)	(33,559)	-	
Fund Balance Beginning	2,435,848		
Fund Balance Ending	2,402,289		

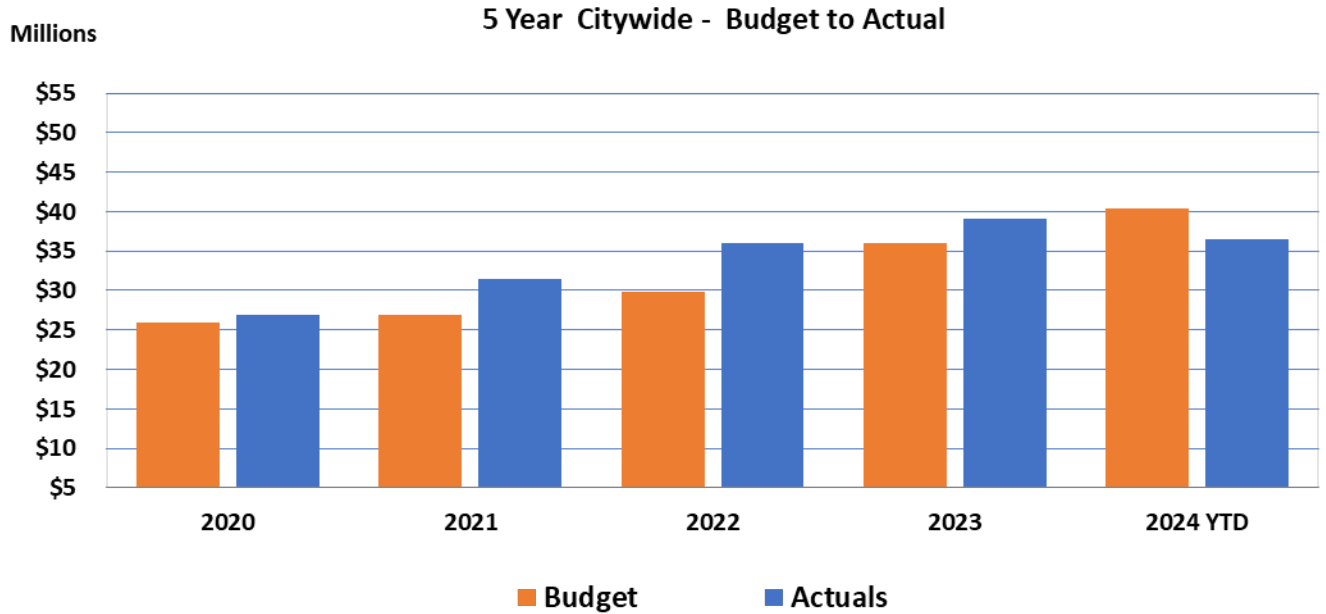
CAPITAL PROJECT FUNDS

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

Fiscal Year 2024 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	4,247,891	2,334,401	117,647	5,962	6,705,901
Expenditures	16,514,593	22,708,619	4,892,545	(53,698)	44,062,059
Net Change from Operating: Gain (loss)	(12,266,702)	(20,374,218)	(4,774,898)	59,660	(37,356,158)
Other Financing Sources (Uses)	18,967,999	41,939,903	2,449,092	-	63,356,994
Fund Balance Beginning	40,913,425	34,381,912	1,248,437	(374,304)	76,169,470
Fund Balance Ending	47,614,722	55,947,597	(1,077,369)	(314,644)	102,170,306



GLOBAL SALES TAXES



City of Mansfield Sales Tax Fiscal Year 2024 as of July 2024 (Cash Basis)								
Fiscal Year	0.01	0.005	0.005	Total 2¢	Collection Ratio and Budget			
	General Fund	MEDC Fund	MPFCDC Fund	Total	Y/Y % Chg.	Budget	% of Budget	
2020	13,472,576	6,736,288	6,736,288	26,945,152	8.3%	25,889,650	104.08%	
2021	15,744,052	7,872,026	7,872,026	31,488,104	16.9%	26,925,236	116.95%	
2022	17,983,225	8,991,613	8,991,613	35,966,450	14.2%	29,903,214	120.28%	
2023	19,508,041	9,754,021	9,754,021	39,016,083	8.5%	36,010,548	108.35%	
2024 YTD	18,258,413	9,129,207	9,129,207	36,516,826	-6.4%	40,330,288	90.54%	

● See the Appendix pages A30-A33 for detailed sales tax information.

INVESTMENTS

Monthly Investment Performance Summary: Month Ending July 31, 2024

Financial Market Outlook

The regional economy continues to expand; however, economic growth has been slightly downgraded from growth to moderate by many economists. These factors include high inflation, housing market corrections, interest rate increases, and concerns over federal funds rates. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts totals \$59.09 Million and investments total \$238.44 Million.

Citywide Cash & Investment Performance Summary

	June 30, 2024		July 31, 2024		Month-to-Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar (\$)	Percentage (%)
Demand Accounts	76,226,698	3.62%	59,095,559	3.62%	(17,131,139)	-22.47%
Local Government Investment Pool	209,926,193	5.41%	210,889,249	5.40%	963,056	0.46%
Money Market	27,431,380	5.19%	27,548,492	5.20%	117,112	0.43%
Total	313,584,227	4.95%	297,533,300	5.03%	(16,050,971)	-5.12%

- See the Appendix pages A22-A29 for investment information.

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

Troy Lestina

Signed by: Troy Lestina, CFO/DCM, Investment Officer

Bryan Rebel

Bryan Rebel, Assistant Finance Director, Investment Officer

APPENDIX (Unaudited Statements)

- General Fund Statement of Activities A17
- Utility Fund Statement of Activities A18
- Drainage Fund Statement of Activities A19
- MPFDC Fund Statement of Activities A20
- MEDC Statement of Activities A21
- Detailed Investment Statements A22
- Detailed Sales Tax Statements A30

City of Mansfield, Texas

**Summary Statement of Activities
For the Month and Ten Months Ended July 31, 2024 and 2023 (Unaudited)**

General Fund	FY24	FY23	FY24	FY23	FY24	FY24	FY24
	MONTH TO DATE	MONTH TO DATE	YEAR TO DATE	YEAR TO DATE	ORIGINAL BUDGET	POSITIVE (NEGATIVE) BUDGET	PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	\$ 257,734	\$ 148,929	\$ 46,911,192	\$ 42,805,123	\$ 52,820,733	\$ (5,909,541)	88.81%
Sales Tax	1,603,029	1,569,395	16,223,409	16,152,101	20,165,144	(3,941,735)	80.45%
Other Taxes	203,023	187,761	3,904,314	4,351,404	4,284,328	(380,014)	91.13%
License And Permits	308,800	213,611	3,568,057	2,844,836	2,771,994	796,063	128.72%
Grant Revenue	172,759	5,869	281,854	272,103	250,000	31,854	112.74%
Charges For Services	570,876	588,689	6,585,250	6,328,791	7,111,342	(526,092)	92.60%
Fines And Fees	268,031	98,484	1,980,085	1,760,321	2,124,809	(144,724)	93.19%
Interest Earnings	41,932	116,337	751,289	832,200	150,000	601,289	500.86%
Miscellaneous	39,107	77,785	772,415	518,238	221,044	551,371	349.44%
Total Revenues	3,465,291	3,006,860	80,977,865	75,865,117	89,899,394	(8,921,529)	90.08%
EXPENDITURES:							
General Government	1,402,642	1,449,969	21,916,296	19,919,626	26,610,380	4,694,084	82.36%
Public Safety	3,694,542	3,315,017	38,745,220	35,982,811	47,311,702	8,566,482	81.89%
Public Works	237,538	317,966	5,111,477	4,474,870	7,442,084	2,330,607	68.68%
Community Development	456,119	399,658	4,084,678	3,901,834	5,773,409	1,688,731	70.75%
Total Expenditures	5,790,841	5,482,610	69,857,671	64,279,141	87,137,575	17,279,904	80.17%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(2,325,550)	(2,475,750)	11,120,194	11,585,976	2,761,819		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(2,069,123)	(2,069,123)	0.00%
Sale of Capital Assets, net	-	-	6,242,866	15,507	20,000	(6,222,866)	31214.33%
Financing, net	-	-	-	-	-	-	0.00%
Sources	-	-	-	356,000	4,826,403	4,826,403	0.00%
(Uses)	-	-	(1,052,973)	(6,672,424)	(5,539,099)	(4,486,126)	19.01%
Total Other Financing Sources (Uses)	-	-	5,189,893	(6,300,917)	(2,761,819)	(7,951,712)	-187.92%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(2,325,550)	(2,475,750)	16,310,087	5,285,059	-		
FUND BALANCE							
BEGINNING	51,237,211	39,499,550	32,601,574	31,738,741			
ENDING	<u>\$ 48,911,661</u>	<u>\$ 37,023,800</u>	<u>\$ 48,911,661</u>	<u>\$ 37,023,800</u>			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Ten Months Ended July 31, 2024 and 2023 (Unaudited)

Utility Fund	FY24 MONTH TO DATE	FY23 MONTH TO DATE	FY24 YEAR TO DATE	FY23 YEAR TO DATE	FY24 ORIGINAL BUDGET	FY24 POSITIVE (NEGATIVE) BUDGET	FY24 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	\$ 2,085,377	\$ 2,758,365	\$ 20,966,830	\$ 20,367,449	\$ 30,369,793	\$ (9,402,963)	69.04%
Sewer Service	1,228,678	1,581,481	13,683,411	12,838,974	16,311,279	(2,627,868)	83.89%
Impact Fees	571,650	195,450	4,596,150	2,445,372	2,500,000	2,096,150	183.85%
Other Income	87,198	86,778	1,236,682	1,129,417	927,874	308,808	133.28%
Total Revenues	\$ 3,972,903	\$ 4,622,074	\$ 40,483,073	\$ 36,781,212	\$ 50,108,946	\$ (9,625,873)	80.79%
OPERATING EXPENSES:							
Administration	101,442	225,462	1,192,932	1,374,384	1,129,194	(63,738)	105.64%
Billing And Collection	54,006	48,942	797,595	715,575	1,028,472	230,877	77.55%
Meter Reading/Repairs	78,310	79,687	986,758	1,065,578	1,618,245	631,487	60.98%
Water Distribution	99,830	-	1,103,409	1,089,825	1,164,288	60,879	94.77%
Wastewater Collection	85,650	156,410	10,412,468	9,617,102	11,315,825	903,357	92.02%
Water Treatment	215,154	1,798,715	12,354,910	10,881,113	14,910,266	2,555,356	82.86%
Water Quality	36,740	-	459,189	505,143	580,940	121,751	79.04%
Water Demand Management	10,279	4,724	112,572	110,808	167,877	55,305	67.06%
Depreciation	361,500	361,931	3,615,000	3,546,009	-	(3,615,000)	0.00%
Total Operating Expenses	1,042,911	2,675,871	31,034,833	28,905,537	31,915,107	880,274	97.24%
OPERATING INCOME (LOSS)	2,929,992	1,946,203	9,448,240	7,875,675	18,193,839	(8,745,599)	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(32,095)	(43,366)	(4,055,791)	(715,674)	(10,568,863)	6,513,072	38.37%
Interest Revenue	353,026	200,055	2,935,111	1,325,902	24,000	2,911,111	12229.63%
Debt Service	(73,008)	(83,438)	(1,250,522)	(840,008)	(876,100)	(374,422)	142.74%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	247,923	73,251	(2,371,202)	(229,780)	(11,468,963)	9,097,761	20.67%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	3,177,915	2,019,454	7,077,038	7,645,895	6,724,876	352,162	105.24%
OPERATING TRANSFERS:							
Transfers In (Out)	-	-	-	-	(6,724,876)	6,724,876	0.00%
Net Operating Transfers	-	-	-	-	(6,724,876)	6,724,876	0.00%
CHANGE IN NET POSITION	3,177,915	2,019,454	7,077,038	7,645,895	-		
NET POSITION, BEGINNING	274,790,044	256,406,029	270,890,921	250,779,588			
NET POSITON, ENDING	\$ 277,967,959	\$ 258,425,483	\$ 277,967,959	\$ 258,425,483			

City of Mansfield, Texas

**Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2024 and 2023 (Unaudited)**

Drainage Utility Fund	FY24 MONTH TO DATE	FY23 MONTH TO DATE	FY24 YEAR TO DATE	FY23 YEAR TO DATE	FY24 ORIGINAL BUDGET	FY24 POSITIVE (NEGATIVE) BUDGET	FY24 PERCENT COLLECTED T BUDGET
OPERATING REVENUES:							
Drainage Fee	\$ 159,628	\$ 239,009	\$ 2,375,578	\$ 2,361,028	\$ 2,764,336	(388,758)	86%
Total Operating Revenues	<u>159,628</u>	<u>239,009</u>	<u>2,375,578</u>	<u>2,361,028</u>	<u>2,764,336</u>	<u>(388,758)</u>	
OPERATING EXPENSES:							
Administration & General Maintenance	77,216	86,146	1,044,736	949,691	2,046,822	1,002,086	51%
Depreciation	19,300	19,262	193,000	188,634	-	(193,000)	
Total Operating Expenses	<u>96,516</u>	<u>105,408</u>	<u>1,237,736</u>	<u>1,138,325</u>	<u>2,046,822</u>	<u>809,086</u>	
OPERATING INCOME (LOSS)	63,112	133,601	1,137,842	1,222,703	717,514	420,328	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	14,823	20,673	203,766	75,066	-	(203,766)	
Other Income	(2,876)	-	(2,776)	8,404	-	2,776	
Interest and fiscal charges	<u>(3,020)</u>	<u>(4,348)</u>	<u>(34,289)</u>	<u>(48,670)</u>	<u>(693,245)</u>	<u>(658,956)</u>	
Net Nonoperating Revenue	8,927	16,325	166,701	34,800	(693,245)	(859,946)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	72,039	149,926	1,304,543	1,257,503	24,269	(439,618)	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	<u>-</u>	<u>-</u>	<u>(710,000)</u>	<u>-</u>	<u>(24,269)</u>	<u>(685,731)</u>	
Net Operating Transfers	<u>-</u>	<u>-</u>	<u>(710,000)</u>	<u>-</u>	<u>(24,269)</u>	<u>(685,731)</u>	
CHANGE IN NET POSITION	72,039	149,926	594,543	1,257,503			
NET POSITION, BEGINNING	<u>14,654,501</u>	<u>13,882,565</u>	<u>14,131,997</u>	<u>12,774,988</u>			
NET POSITION, ENDING	<u>\$ 14,726,540</u>	<u>\$ 14,032,491</u>	<u>\$ 14,726,540</u>	<u>\$ 14,032,491</u>			

City of Mansfield, Texas

**Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2024 and 2023 (Unaudited)**

Mansfield Parks Facility Development Corporation	FY24 MONTH TO DATE	FY23 MONTH TO DATE	FY24 YEAR TO DATE	FY23 YEAR TO DATE	FY24 ORIGINAL BUDGET	FY24 POSITIVE (NEGATIVE) BUDGET	FY24 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	\$ 539,979	\$ 524,341	\$ 5,494,003	\$ 5,461,880	\$ 6,934,495	\$ (1,440,492)	79.23%
Other Income	59,559	44,601	403,329	211,406	50,500	352,829	798.67%
MAC Revenue	118,175	109,241	754,344	699,873	793,300	(38,956)	95.09%
Lease Revenue and Royalties	115,968	28,280	1,482,833	1,625,721	1,861,800	(378,967)	79.65%
Park Land Dedication Revenue	139,000	236,925	860,868	970,187	-	860,868	0.00%
Total Revenues	972,681	943,388	8,995,377	8,969,067	9,640,095	(644,718)	93.31%
EXPENDITURES:							
Administration	127,392	104,407	1,296,334	1,048,807	1,748,790	452,456	74.13%
Field Operations	158,054	96,831	1,084,429	799,698	1,637,768	553,339	66.21%
Community Park Operations	121,368	86,664	885,706	842,796	1,086,077	200,371	81.55%
Nature Education Operations	13,074	16,658	127,953	156,202	247,930	119,977	51.61%
Recreational Center	113,887	105,441	846,538	779,026	1,161,625	315,087	72.88%
Neighborhood Park Operations	70,650	65,870	566,901	362,537	888,185	321,284	63.83%
Projects	63,742	190,543	1,923,621	957,711	-	(1,923,621)	0.00%
Non-Departmental	5,518	13,135	77,092	151,884	151,884	74,792	50.76%
Total Expenditures	673,685	679,549	6,808,574	5,098,661	6,922,259	113,685	98.36%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	298,996	263,839	2,186,803	3,870,406	2,717,836	(531,033)	80.46%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	-	-	-	309,975	(309,975)	0.00%
Operating Transfers (Out)	-	-	-	-	(246,017)	-	0.00%
Total Other Financing Sources (Uses)	-	-	-	-	63,958	(309,975)	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	298,996	263,839	2,186,803	3,870,406			
FUND BALANCE, BEGINNING	18,449,463	15,828,671	16,561,656	12,222,104			
FUND BALANCE, ENDING	\$ 18,748,459	\$ 16,092,510	\$ 18,748,459	\$ 16,092,510			

City of Mansfield, Texas

**Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2024 and 2023 (Unaudited)**

Mansfield Economic Development Corporation	FY24	FY23	FY24	FY23	FY24	FY24	FY24
	MONTH TO DATE	MONTH TO DATE	YEAR TO DATE	YEAR TO DATE	ORIGINAL BUDGET	POSITIVE (NEGATIVE) BUDGET	PERCENT COLLECTED BUDGET
OPERATING REVENUES:							
Sales Tax Revenue	\$ 803,652	\$ 787,495	\$ 8,131,114	\$ 8,093,419	\$ 10,098,572	\$ (1,967,458)	80.52%
Miscellaneous	-	-	-	-	-	-	-
Total Operating Revenues	803,652	787,495	8,131,114	8,093,419	10,098,572	(1,967,458)	80.52%
OPERATING EXPENDITURES:							
Administration	96,038	87,115	1,383,277	1,255,524	1,440,994	57,717	95.99%
Promotions	7,212	18,584	91,877	142,427	100,000	8,123	91.88%
Development Plan	-	-	5,903	53	28,000	22,097	21.08%
Projects	-	134,592	3,844,525	589,242	5,444,577	1,600,052	70.61%
Non-Departmental	800	1,748	41,639	67,548	22,361	(19,278)	186.21%
Total Operating Expenditures	104,050	242,039	5,367,221	2,054,794	7,035,932	1,668,711	76.28%
OPERATING INCOME	699,602	545,456	2,763,893	6,038,625	3,062,640	(298,747)	90.25%
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	55,789	77,167	635,441	413,257	60,000	575,441	1059.07%
Gain or (loss) on sale of property	-	-	-	388,612	-	-	-
Interest and fiscal charges	(2,320,014)	(2,279,424)	(2,663,302)	(2,660,122)	(2,660,028)	(3,274)	100.12%
Total Nonoperating Revenue	(2,264,225)	(2,202,257)	(2,027,861)	(1,858,253)	(2,600,028)	572,167	77.99%
INCOME BEFORE OPERATING TRANSFERS	(1,564,623)	(1,656,801)	736,032	4,180,372	462,612	273,420	159.10%
OPERATING TRANSFERS:							
Operating Transfers In (Out)	-	-	-	-	(462,612)	462,612	0.00%
CHANGE IN NET ASSETS	(1,564,623)	(1,656,801)	736,032	4,180,372			
NET ASSETS, BEGINNING	19,028,883	18,632,083	16,728,228	12,794,910			
NET ASSETS, PROJECTS	- *	- *	- *	- *			
NET ASSETS, ENDING	\$ 17,464,260	\$ 16,975,282	\$ 17,464,260	\$ 16,975,282			

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

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 7/31/2024

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
CLASS												
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90	3608 - LINEAR PARK TRAIL
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	1,069,801.66	1,069,801.66	1,069,801.66	1,069,801.66	N/A	1		0.45	2301 - Mansfield Parks 1/2 Sales Tax
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90	2302 - Mansfield Parks Land Dedication
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90	5101 - Drainage Utility Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	6,418,809.96	6,418,809.96	6,418,809.96	6,418,809.96	N/A	1		2.69	4501 - Economic Development
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	2,484,224.15	2,484,224.15	2,484,224.15	2,484,224.15	N/A	1		1.04	1001 - General Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90	3201 - Street Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	5.448	5,349,008.31	5,349,008.31	5,349,008.31	5,349,008.31	N/A	1		2.24	5201 - Water & Sewer
CLASS LGIP	CLASS-SLFRF	5/27/2021	5.448	550,903.31	550,903.31	550,903.31	550,903.31	N/A	1		0.23	2104 - ARPA
Sub Total / Average CLASS			5.448	24,431,160.71	24,431,160.71	24,431,160.71	24,431,160.71		1	0.00	10.25	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	5.403	5,534,462.50	5,534,462.50	5,534,462.50	5,534,462.50	N/A	1		2.32	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	5.403	1,480,362.08	1,480,362.08	1,480,362.08	1,480,362.08	N/A	1		0.62	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	5.403	4,427,569.99	4,427,569.99	4,427,569.99	4,427,569.99	N/A	1		1.86	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	5.403	3,320,677.52	3,320,677.52	3,320,677.52	3,320,677.52	N/A	1		1.39	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	19,037,609.36	19,037,609.36	19,037,609.36	19,037,609.36	N/A	1		7.98	3202 - Streets Construction
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	1,680,274.18	1,680,274.18	1,680,274.18	1,680,274.18	N/A	1		0.70	3001 - Equipment Replacement
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	20,368,427.72	20,368,427.72	20,368,427.72	20,368,427.72	N/A	1		8.54	3412 - ACO/Service Center
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	2,209,096.64	2,209,096.64	2,209,096.64	2,209,096.64	N/A	1		0.93	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	1,546,264.57	1,546,264.57	1,546,264.57	1,546,264.57	N/A	1		0.65	3411 - Joint Fire/PD Training Facility
LOGIC LGIP	LOGIC-CO2024	1/10/2024	5.403	22,163,125.46	22,163,125.46	22,163,125.46	22,163,125.46	N/A	1		9.30	3401 - Building Construction
LOGIC LGIP	LOGIC-WS2024	1/10/2024	5.403	51,542,152.22	51,542,152.22	51,542,152.22	51,542,152.22	N/A	1		21.62	5224 - Utility WTP
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.403	460,685.61	460,685.61	460,685.61	460,685.61	N/A	1		0.19	3412 - ACO/Service Center

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.403	18,623,211.66	18,623,211.66	18,623,211.66	18,623,211.66	N/A	1		7.81	3410 - PD Headquarters
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	5.403	19,145,115.33	19,145,115.33	19,145,115.33	19,145,115.33	N/A	1		8.03	3218 Issue 2022A - Streets
Sub Total / Average LOGIC			5.403	171,539,034.84	171,539,034.84	171,539,034.84	171,539,034.84		1	0.00	71.94	

Nations Funds

Nations Funds MM	MF0008	10/25/1999	5.200	29,103.62	29,103.62	29,103.62	29,103.62	N/A	1		0.01	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	5.200	2,507,987.98	2,507,987.98	2,507,987.98	2,507,987.98	N/A	1		1.05	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	10/25/1999	5.200	487,504.97	487,504.97	487,504.97	487,504.97	N/A	1		0.20	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	5.200	663,900.98	663,900.98	663,900.98	663,900.98	N/A	1		0.28	2302 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	10/25/1999	5.200	166,520.96	166,520.96	166,520.96	166,520.96	N/A	1		0.07	4501 - Economic Development
Nations Funds MM	MF0008	10/25/1999	5.200	3,678,305.70	3,678,305.70	3,678,305.70	3,678,305.70	N/A	1		1.54	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	5.200	10,445,834.20	10,445,834.20	10,445,834.20	10,445,834.20	N/A	1		4.38	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	5.200	4,561,056.70	4,561,056.70	4,561,056.70	4,561,056.70	N/A	1		1.91	1001 - General Fund
Nations Funds MM	MF0008	4/11/2012	5.200	3,292,420.34	3,292,420.34	3,292,420.34	3,292,420.34	N/A	1		1.38	5211 - Revenue Bond Reserve
Nations Funds MM	MF0008	8/1/2016	5.200	1,687,451.16	1,687,451.16	1,687,451.16	1,687,451.16	N/A	1		0.71	3212 - 2016 Streets Construction
Nations Funds MM	MF0008	12/1/2017	5.200	28,405.81	28,405.81	28,405.81	28,405.81	N/A	1		0.01	3213 - 2017 Streets Construction
Sub Total / Average Nations Funds			5.200	27,548,492.42	27,548,492.42	27,548,492.42	27,548,492.42		1	0.00	11.55	

TexStar

TexStar LGIP	TEXSTAR	11/2/2012	5.313	59,810.51	59,810.51	59,810.51	59,810.51	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	5.313	2,712,455.90	2,712,455.90	2,712,455.90	2,712,455.90	N/A	1		1.14	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	5.313	1,181,252.46	1,181,252.46	1,181,252.46	1,181,252.46	N/A	1		0.50	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	5.313	1,107,445.72	1,107,445.72	1,107,445.72	1,107,445.72	N/A	1		0.46	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.313	1,648,465.48	1,648,465.48	1,648,465.48	1,648,465.48	N/A	1		0.69	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	5.313	925,195.78	925,195.78	925,195.78	925,195.78	N/A	1		0.39	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	5.313	967,348.43	967,348.43	967,348.43	967,348.43	N/A	1		0.41	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.313	2,172,916.34	2,172,916.34	2,172,916.34	2,172,916.34	N/A	1		0.91	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	5.313	257,200.94	257,200.94	257,200.94	257,200.94	N/A	1		0.11	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	5.313	2,065,539.87	2,065,539.87	2,065,539.87	2,065,539.87	N/A	1		0.87	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	5.313	88,410.58	88,410.58	88,410.58	88,410.58	N/A	1		0.04	3401 - Building Construction

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TexStar LGIP	TEXSTAR	1/8/2014	5.313	5,373.23	5,373.23	5,373.23	5,373.23	N/A	1		0.00	3001 - Equipment Replacement
TexStar LGIP	TEXSTAR	11/30/2014	5.313	647,809.78	647,809.78	647,809.78	647,809.78	N/A	1		0.27	2006 - Hotel
TexStar LGIP	TEXSTAR	8/31/2016	5.313	1,079,828.34	1,079,828.34	1,079,828.34	1,079,828.34	N/A	1		0.45	3212 - 2016 Streets Construction
Sub Total / Average TexStar			5.313	14,919,053.36	14,919,053.36	14,919,053.36	14,919,053.36		1	0.00	6.26	
Total / Average			5.379	238,437,741.33	238,437,741.33	238,437,741.33	238,437,741.33		1	0.00	100	

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 7/31/2024

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	2,484,224.15	2,484,224.15	2,484,224.15	2,484,224.15	N/A	1		1.04
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.403	1,480,362.08	1,480,362.08	1,480,362.08	1,480,362.08	N/A	1		0.62
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	4,561,056.70	4,561,056.70	4,561,056.70	4,561,056.70	N/A	1		1.91
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	967,348.43	967,348.43	967,348.43	967,348.43	N/A	1		0.41
Sub Total / Average 1001 - General Fund					5.308	9,492,991.36	9,492,991.36	9,492,991.36		1	0.00	3.98
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	29,103.62	29,103.62	29,103.62	29,103.62	N/A	1		0.01
Sub Total / Average 2003 - Tree Mitigation					5.200	29,103.62	29,103.62	29,103.62		1	0.00	0.01
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	5.313	647,809.78	647,809.78	647,809.78	647,809.78	N/A	1		0.27
Sub Total / Average 2006 - Hotel					5.313	647,809.78	647,809.78	647,809.78		1	0.00	0.27
2104 - ARPA												
CLASS LGIP	CLASS-SLFRF	Local Government Investment Pool	5/27/2021	5.448	550,903.31	550,903.31	550,903.31	550,903.31	N/A	1		0.23
Sub Total / Average 2104 - ARPA					5.448	550,903.31	550,903.31	550,903.31		1	0.00	0.23
2301 - Mansfield Parks 1/2 Sales Tax												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	1,069,801.66	1,069,801.66	1,069,801.66	1,069,801.66	N/A	1		0.45
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	2,507,987.98	2,507,987.98	2,507,987.98	2,507,987.98	N/A	1		1.05
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	2,712,455.90	2,712,455.90	2,712,455.90	2,712,455.90	N/A	1		1.14
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax					5.291	6,290,245.54	6,290,245.54	6,290,245.54		1	0.00	2.64
2302 - Mansfield Parks Land Dedication												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	663,900.98	663,900.98	663,900.98	663,900.98	N/A	1		0.28
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	1,181,252.46	1,181,252.46	1,181,252.46	1,181,252.46	N/A	1		0.50
Sub Total / Average 2302 - Mansfield Parks Land Dedication				5.367	3,984,756.77	3,984,756.77	3,984,756.77	3,984,756.77		1	0.00	1.67
3001 - Equipment Replacement												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	1,680,274.18	1,680,274.18	1,680,274.18	1,680,274.18	N/A	1		0.70
TexStar LGIP	TEXSTAR	Local Government Investment Pool	1/8/2014	5.313	5,373.23	5,373.23	5,373.23	5,373.23	N/A	1		0.00
Sub Total / Average 3001 - Equipment Replacement				5.403	1,685,647.41	1,685,647.41	1,685,647.41	1,685,647.41		1	0.00	0.71
3201 - Street Construction												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	3,678,305.70	3,678,305.70	3,678,305.70	3,678,305.70	N/A	1		1.54
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	2,172,916.34	2,172,916.34	2,172,916.34	2,172,916.34	N/A	1		0.91
Sub Total / Average 3201 - Street Construction				5.297	7,990,825.37	7,990,825.37	7,990,825.37	7,990,825.37		1	0.00	3.35
3202 - Streets Construction												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	19,037,609.36	19,037,609.36	19,037,609.36	19,037,609.36	N/A	1		7.98
Sub Total / Average 3202 - Streets Construction				5.403	19,037,609.36	19,037,609.36	19,037,609.36	19,037,609.36		1	0.00	7.98
3212 - 2016 Streets Construction												
Nations Funds MM	MF0008	Money Market	8/1/2016	5.200	1,687,451.16	1,687,451.16	1,687,451.16	1,687,451.16	N/A	1		0.71
TexStar LGIP	TEXSTAR	Local Government Investment Pool	8/31/2016	5.313	1,079,828.34	1,079,828.34	1,079,828.34	1,079,828.34	N/A	1		0.45
Sub Total / Average 3212 - 2016 Streets Construction				5.244	2,767,279.50	2,767,279.50	2,767,279.50	2,767,279.50		1	0.00	1.16
3213 - 2017 Streets Construction												
Nations Funds MM	MF0008	Money Market	12/1/2017	5.200	28,405.81	28,405.81	28,405.81	28,405.81	N/A	1		0.01
Sub Total / Average 3213 - 2017 Streets Construction				5.200	28,405.81	28,405.81	28,405.81	28,405.81		1	0.00	0.01
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.403	19,145,115.33	19,145,115.33	19,145,115.33	19,145,115.33	N/A	1		8.03

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average 3218 Issue 2022A - Streets				5.403	19,145,115.33	19,145,115.33	19,145,115.33	19,145,115.33		1	0.00	8.03
3401 - Building Construction												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	22,163,125.46	22,163,125.46	22,163,125.46	22,163,125.46	N/A	1		9.30
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	88,410.58	88,410.58	88,410.58	88,410.58	N/A	1		0.04
Sub Total / Average 3401 - Building Construction				5.403	22,251,536.04	22,251,536.04	22,251,536.04	22,251,536.04		1	0.00	9.33
3410 - PD Headquarters												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.403	18,623,211.66	18,623,211.66	18,623,211.66	18,623,211.66	N/A	1		7.81
Sub Total / Average 3410 - PD Headquarters				5.403	18,623,211.66	18,623,211.66	18,623,211.66	18,623,211.66		1	0.00	7.81
3411 - Joint Fire/PD Training Facility												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	1,546,264.57	1,546,264.57	1,546,264.57	1,546,264.57	N/A	1		0.65
Sub Total / Average 3411 - Joint Fire/PD Training Facility				5.403	1,546,264.57	1,546,264.57	1,546,264.57	1,546,264.57		1	0.00	0.65
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	20,368,427.72	20,368,427.72	20,368,427.72	20,368,427.72	N/A	1		8.54
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	5.403	460,685.61	460,685.61	460,685.61	460,685.61	N/A	1		0.19
Sub Total / Average 3412 - ACO/Service Center				5.403	20,829,113.33	20,829,113.33	20,829,113.33	20,829,113.33		1	0.00	8.74
3608 - LINEAR PARK TRAIL												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90
Sub Total / Average 3608 - LINEAR PARK TRAIL				5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33		1	0.00	0.90
3901 - TIF												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.403	3,320,677.52	3,320,677.52	3,320,677.52	3,320,677.52	N/A	1		1.39
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	5.403	2,209,096.64	2,209,096.64	2,209,096.64	2,209,096.64	N/A	1		0.93
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	1,648,465.48	1,648,465.48	1,648,465.48	1,648,465.48	N/A	1		0.69
Sub Total / Average 3901				5.382	7,178,239.64	7,178,239.64	7,178,239.64	7,178,239.64		1	0.00	3.01

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
- TIF												
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	487,504.97	487,504.97	487,504.97	487,504.97	N/A	1		0.20
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	59,810.51	59,810.51	59,810.51	59,810.51	N/A	1		0.03
Sub Total / Average 4001 - Debt Services				5.212	547,315.48	547,315.48	547,315.48	547,315.48		1	0.00	0.23
4501 - Economic Development												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	6,418,809.96	6,418,809.96	6,418,809.96	6,418,809.96	N/A	1		2.69
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.403	4,427,569.99	4,427,569.99	4,427,569.99	4,427,569.99	N/A	1		1.86
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	166,520.96	166,520.96	166,520.96	166,520.96	N/A	1		0.07
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	925,195.78	925,195.78	925,195.78	925,195.78	N/A	1		0.39
Sub Total / Average 4501 - Economic Development				5.417	11,938,096.69	11,938,096.69	11,938,096.69	11,938,096.69		1	0.00	5.01
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	257,200.94	257,200.94	257,200.94	257,200.94	N/A	1		0.11
Sub Total / Average 4502 - MEDC I&S Fund				5.313	257,200.94	257,200.94	257,200.94	257,200.94		1	0.00	0.11
5101 - Drainage Utility Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	2,139,603.33	2,139,603.33	2,139,603.33	2,139,603.33	N/A	1		0.90
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	1,107,445.72	1,107,445.72	1,107,445.72	1,107,445.72	N/A	1		0.46
Sub Total / Average 5101 - Drainage Utility Fund				5.402	3,247,049.05	3,247,049.05	3,247,049.05	3,247,049.05		1	0.00	1.36
5201 - Water & Sewer												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	5.448	5,349,008.31	5,349,008.31	5,349,008.31	5,349,008.31	N/A	1		2.24
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	5.403	5,534,462.50	5,534,462.50	5,534,462.50	5,534,462.50	N/A	1		2.32
Nations Funds MM	MF0008	Money Market	10/25/1999	5.200	10,445,834.20	10,445,834.20	10,445,834.20	10,445,834.20	N/A	1		4.38
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	5.313	2,065,539.87	2,065,539.87	2,065,539.87	2,065,539.87	N/A	1		0.87
Sub Total / Average 5201 - Water & Sewer				5.315	23,394,844.88	23,394,844.88	23,394,844.88	23,394,844.88		1	0.00	9.81
5211 - Revenue Bond Reserve												

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Nations Funds MM	MF0008	Money Market	4/11/2012	5.200	3,292,420.34	3,292,420.34	3,292,420.34	3,292,420.34	N/A	1		1.38
Sub Total / Average 5211 - Revenue Bond Reserve				5.200	3,292,420.34	3,292,420.34	3,292,420.34	3,292,420.34		1	0.00	1.38
5224 - Utility WTP												
LOGIC LGIP	LOGIC-WS2024	Local Government Investment Pool	1/10/2024	5.403	51,542,152.22	51,542,152.22	51,542,152.22	51,542,152.22	N/A	1		21.62
Sub Total / Average 5224 - Utility WTP				5.403	51,542,152.22	51,542,152.22	51,542,152.22	51,542,152.22		1	0.00	21.62
Total / Average				5.379	238,437,741.33	238,437,741.33	238,437,741.33	238,437,741.33		1	0.00	100

CITYWIDE SALES TAX (\$0.02)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	\$ 2,982,257	\$ 3,115,490	\$ 133,233	4.47%
November (PY)	\$ 3,471,547	\$ 3,536,268	\$ 64,721	1.86%
December (PY)	\$ 3,453,085	\$ 3,069,000	\$ (384,084)	-11.12%
January	\$ 3,074,428	\$ 3,154,498	\$ 80,070	2.60%
February	\$ 4,146,611	\$ 3,760,901	\$ (385,709)	-9.30%
March	\$ 2,885,197	\$ 3,024,021	\$ 138,824	4.81%
April	\$ 2,757,197	\$ 2,825,254	\$ 68,057	2.47%
May	\$ 3,581,940	\$ 3,749,673	\$ 167,733	4.68%
June	\$ 2,813,150	\$ 3,005,656	\$ 192,506	6.84%
July	\$ 3,138,791	\$ 3,206,058	\$ 67,268	2.14%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
Total	\$ 32,304,202	\$ 32,446,820	\$ 142,618	0.44%

GENERAL FUND (\$0.01)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	\$ 1,491,129	\$ 1,557,745	\$ 66,617	4.47%
November (PY)	\$ 1,735,774	\$ 1,768,134	\$ 32,360	1.86%
December (PY)	\$ 1,726,542	\$ 1,534,500	\$ (192,042)	-11.12%
January	\$ 1,537,214	\$ 1,577,249	\$ 40,035	2.60%
February	\$ 2,073,305	\$ 1,880,451	\$ (192,855)	-9.30%
March	\$ 1,442,598	\$ 1,512,010	\$ 69,412	4.81%
April	\$ 1,378,598	\$ 1,412,627	\$ 34,028	2.47%
May	\$ 1,790,970	\$ 1,874,836	\$ 83,866	4.68%
June	\$ 1,406,575	\$ 1,502,828	\$ 96,253	6.84%
July	\$ 1,569,395	\$ 1,603,029	\$ 33,634	2.14%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
Total	\$ 16,152,101	\$ 16,223,410	\$ 71,309	0.44%

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	\$ 745,564	\$ 778,873	\$ 33,308	4.47%
November (PY)	\$ 867,887	\$ 884,067	\$ 16,180	1.86%
December (PY)	\$ 863,271	\$ 767,250	\$ (96,021)	-11.12%
January	\$ 768,607	\$ 788,625	\$ 20,018	2.60%
February	\$ 1,036,653	\$ 940,225	\$ (96,427)	-9.30%
March	\$ 721,299	\$ 756,005	\$ 34,706	4.81%
April	\$ 689,299	\$ 706,313	\$ 17,014	2.47%
May	\$ 895,485	\$ 937,418	\$ 41,933	4.68%
June	\$ 703,287	\$ 751,414	\$ 48,127	6.84%
July	\$ 784,698	\$ 801,515	\$ 16,817	2.14%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
Total	\$ 8,076,050	\$ 8,111,705	\$ 35,654	0.44%

MANSFIELD PUBLIC FACILITIES DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	\$ 745,564	\$ 778,873	\$ 33,308	4.47%
November (PY)	\$ 867,887	\$ 884,067	\$ 16,180	1.86%
December (PY)	\$ 863,271	\$ 767,250	\$ (96,021)	-11.12%
January	\$ 768,607	\$ 788,625	\$ 20,018	2.60%
February	\$ 1,036,653	\$ 940,225	\$ (96,427)	-9.30%
March	\$ 721,299	\$ 756,005	\$ 34,706	4.81%
April	\$ 689,299	\$ 706,313	\$ 17,014	2.47%
May	\$ 895,485	\$ 937,418	\$ 41,933	4.68%
June	\$ 703,287	\$ 751,414	\$ 48,127	6.84%
July	\$ 784,698	\$ 801,515	\$ 16,817	2.14%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
Total	\$ 8,076,050	\$ 8,111,705	\$ 35,654	0.44%



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6184

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Establishing Rates to be Charged for Water and Sewer Service in the City of Mansfield; Amending Chapter 51 "Sewer and Water Service" by Amending Section 51.052 "Water Service Rates"; Amending Section 51.053 "Water Reconnection Charge"; Amending Section 51.054 "Sewer Service Rates", Incorporating the Recitals into the Body of the Ordinance; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing a Savings Clause; Providing for Publication; And Providing an Effective Date

Requested Action

Consider an Ordinance setting the Water and Sewer rates for the City as discussed during the annual budget.

Recommendation

Staff recommends passing of the Ordinance.

Description/History

City staff annually reviews the rates for water and sewer taking into account the cost passed to the City by both Tarrant Regional Water District (TRWD) for raw water and Trinity River Authority (TRA) for sewer transportation treatment. On 9/10/2012 Council passed Ordinances OR-1839-12 and OR-1840-12 authorizing the staff to pass those rates charged by TRWD and TRA to customers of the City's water and sewer systems.

Justification

The City has reviewed the current water and sewer rates and on July 22, 2024, during the FY 24-25 Budget work session with the City Council, City staff discussed the need to raise the water and sewer rates to account for the Raw Water Rate and Sewer Treatment Rate charged to the City by TRWD and TRA respectively. As discussed in the budget work session, these rates account for a 3.3% increase on a ¾ inch meter.

Additionally, this ordinance contains housekeeping matters that references the City's adopted Master Fee Schedule, as adopted for other rates contained in Chapter 51 of the Code of Mansfield.

Funding Source

N/A

Prepared By

Jeff Price, Executive Director of Public Works

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, ESTABLISHING RATES TO BE CHARGED FOR WATER AND SEWER SERVICE IN THE CITY OF MANSFIELD; AMENDING CHAPTER 51 “SEWER AND WATER SERVICE” BY AMENDING SECTION 51.052 “WATER SERVICE RATES”; AMENDING SECTION 51.053 “WATER RECONNECTION CHARGE”; AMENDING SECTION 51.054 “SEWER SERVICE RATES”; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City purchases raw water for treatment and resale to its water customers from the Tarrant Regional Water District (TRWD) who sets the rates for the water sold to the City at its sole discretion; and,

WHEREAS, the City purchases sewer transportation treatment, and disposal for resale to its water customers from the Trinity River Authority (TRA) who sets the rates for the sewage transportation, treatment, and disposal sold to the City at its sole discretion; and,

WHEREAS, the cost of the raw water purchased and the cost of sewage transportation, treatment, and disposal purchased is a cost which is appropriately and legally passed through to those purchasing it from the City independent of and without consideration of the other costs the City elects to charge in order to maintain its water and sewer system; and,

WHEREAS, such charges are not fees or rates of the City and should be adjusted up or down upon a change in the rate by both TRWD and/or TRA; and,

WHEREAS, the rates for water and sewer service to customers of the City may be amended from time to time to account for costs associated with maintaining the City’s water and sewer system; and,

WHEREAS, the City Council has determined that adopting the rates for water and sewer service as set forth herein is in the best interest of the City.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The water service rates to be charged to users of the City of Mansfield, Texas water system shall be as follows:

The minimum Rate per Billing Period for Residential water services using 2,000 gallons or less shall be \$7.62.

All water service connections using more than 2,000 gallons in a billing period will be charged the following monthly base rate dependent on the water meter size:

Meter Sizes	Meter Base Rate
5/8 or 3/4 – inch meter	\$22.86
1 - inch meter	\$56.72
1-1/2 - inch meter	\$113.14
2 – inch meter	\$180.85
3 – inch meter	\$361.41
4 – inch meter	\$620.97
6 – inch meter	\$1,264.21

The Base Rate per Billing Period for any water meter larger than six inches will be calculated based on the projected demand the meter could place on the water system and shall be proportionate to the costs listed above.

For all **Residential and Commercial** water service connections using more than 2,000 gallons per billing period the following volume rates will be added to the base rate:

0 to 2,000 gallons	included in the Base Rate
2,000 to 32,000 gallons	\$3.44 per 1,000 gallons or fraction thereof
32,000 gallons and above	\$4.30 per 1,000 gallons or fraction thereof

For all **Industrial** water service connections using more than 2,000 gallons per billing period the following volume rates will be added to the base rate:

0 to 2,000 gallons	included in the Base Rate
2,000 to 32,000 gallons	\$2.76 per 1,000 gallons or fraction thereof

32,000 gallons and above \$3.41 per 1,000 gallons or fraction thereof

Industrial water service connections are defined as a business that is primarily engaged in manufacturing, processing, or assembling any products or goods of any kind or description where materials of a lower value are converted to forms having greater usability or value.

Any water service connection or water delivery that is trucked or transported outside of the incorporated city limits, other than water sales defined by wholesale contracts, will be charged an additional 10% above the stated Base Rate and Volume Rate for each billing period.

SECTION 3.

The sewer service rates to be charged to users of the City of Mansfield, Texas sewer system shall be as follows:

Residential Sewer Service Rates

Residential Sewer Service	
Billing Period Base Minimum less than 2,000 gallons	\$12.21
Residential Sewer Service	
Billing Period Base Minimum more than 2,000 gallons	\$30.73

For all volumes in excess of the 2,000 gallon base minimum a Volume Charge of \$4.88 per 1,000 gallons (or fraction thereof) will be added to the base minimum up to a Maximum Residential Sewer Charge of \$89.29 per billing period.

Residential Sewer Service only (No Water Service) will be charged a flat rate of \$79.53 per billing period for an estimated flow of 10,000 gallons.

Commercial and Industrial Sewer Service Rates

Billing Period Base Minimum for all volumes	\$30.73
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For all volumes in excess of the 2,000 gallon base minimum a Volume Charge of \$4.88 per 1,000 gallons (or fraction thereof) will be added to the base minimum. (There is no Maximum Volume Charge for Non-residential, Commercial or Industrial Sewer Service.)

SECTION 4.

Raw Water Rate means the raw water rate charges to the City by TRWD, as adjusted annually by TRWD. The Raw Water Rate shall be passed through to the customer of the City's water utility and shall be applied to the Residential, Commercial, and Industrial customers' volumetric and base rates, which include 2,000 gallons of water.

SECTION 5.

Sewer Treatment Rate means the sewer treatment rate charged to the City by TRA, as adjusted annually by TRA. The Sewer Treatment Rate shall be passed through to the customers of the City's water utility and shall be applied to the Residential, Commercial, and Industrial customers' volumetric and base rates, which include 2,000 gallons of sewer treatment.

SECTION 6.

Section 51.052 "Water Service Rates", of Chapter 51 "Sewer and Water Service" of the Code of Mansfield, Texas is hereby amended to read as follows:

"§51.052 WATER SERVICE RATES

The water service rates to be charged to users of the City's water system shall be as established by the City Council from time to time. Said rates are on file in the City Secretary's Office."

SECTION 7.

Section 51.053 "Water Reconnection Charge", of Chapter 51 "Sewer and Water Service" of the Code of Mansfield, Texas is hereby amended to read as follows:

"§51.053 WATER DISCONNECTION AND RECONNECTION CHARGE

The City hereby assess a disconnection charge and a charge to reconnect water service to any of its customers to whom such service has previously been disconnected as established in the City's Master Fee Schedule adopted by the City Council, amended from time to time. Said Master Fee Schedule is on file in the City Secretary's Office."

SECTION 8.

Section 51.054 "Sewer Service Rates", of Chapter 51 "Sewer and Water Service" of the Code of Mansfield, Texas is hereby amended to read as follows:

"§51.054 SEWER SERVICE RATES

The sewer service rates to be charged to users of the City's sewer system shall be as established by the City Council from time to time. Said rates are on file in the City Secretary's Office."

SECTION 9.

A true and correct copy of these water and sewer rates shall be on file with the City Secretary of the City of Mansfield and available on the City's website.

SECTION 10.

It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 11.

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

SECTION 12.

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting water and sewer fees and rates of the City and to any and all violations of the provisions of any prior ordinance pertaining to water and sewer fees and rates and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees and rates, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this Ordinance but may be prosecuted and pursued until final disposition by the courts

SECTION 13.

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

SECTION 14.

This Ordinance shall be in full force and effect 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, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF SEPTEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susan 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: 24-6198

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Establishing A Schedule of Fees; Incorporating the Recitals into the Body of the Ordinance; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing a Savings Clause; Providing for Publication; And Providing an Effective Date

Requested Action

Consider an Ordinance Establishing a Master Fee Schedule for the City.

Recommendation

Staff recommends passing of the Ordinance.

Description/History

City staff annually reviews most of the fees the City charges during the annual budget review. At this time fees, most fees are revised through the adoption of the budget however the individual fees are ultimately found in various locations on the City’s website or throughout various ordinances.

Revising the individual ordinances also takes time to reflect changes and as such some of the ordinances remain outdated with fees that are no longer valid as updated fees have since been adopted.

Justification

Adopting a Master Fee Schedule for the City provides a single location for residents, developers, and business owners to go and find most of the fees that the City charges for various services we provide. There are certain fees that still have to remain in separate ordinance via statutory law such as impact fees and parkland development and dedication fees. Aside from those, adopting this Master Fee Schedule will make it more efficient for citizens to find fees they may need to pay for City services.

The intent is to revise the Master Fee Schedule annually at the same time as the City Council reviews the budget to account for any revisions to fees necessary. As the Master Fee Schedule gets revised it will be updated on the City’s website and on file in the City Secretary’s Office.

In the upcoming Council meeting, Council will see additional ordinance amendments of various

ordinance in the Code of Mansfield as housekeeping, updating various ordinance to reference the Master Fee Schedule adopted by Council, as amended from time to time, instead of individual fees within the text of the ordinance itself.

Funding Source

N/A

Prepared By

Vanessa Ramirez, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, ESTABLISHING A SCHEDULE OF FEES; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council desires to provide a fee schedule containing a list of most fees charged by the City of Mansfield (Master Fee Schedule), save and except water and wastewater impact fees, roadway impact fees, solid waste collection fees, water and sewer rates, and parkland dedication and development fees which are wholly contained in separate ordinances; and,

WHEREAS, the proposed Master Fee Schedule is attached hereto as Exhibit “A” and incorporated as a part of this Ordinance; and,

WHEREAS, the Master Fee Schedule is intended to repeal and replace existing fees in conflict with the fee schedules found in the Code of Mansfield, save and except water and wastewater impact fees, roadway impact fees, solid waste collection fees, water and sewer rates, and parkland dedication and development fees which are wholly contained in separate ordinances; and,

WHEREAS, the City Council has determined that adopting the Master Fee Schedule is in the best interests of the City, promote efficiency in providing services to the citizens of the City, and further finds and determines that the rules, regulations, and provisions of this ordinance are reasonable and necessary to protect public health, safety, and quality of life in the City.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The City of Mansfield hereby adopts the Master Fee Schedule, attached hereto as Exhibit “A” and incorporated herein for all purposes, to be effective October 1, 2024.

SECTION 3.

A true and correct copy of the Master Fee Schedule shall be on file with the City Secretary of the City of Mansfield and available on the City's website.

SECTION 4.

It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.

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

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to the fee schedule and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts

SECTION 7.

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

SECTION 8.

This Ordinance shall be in full force and effect 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, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF SEPTEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, City Attorney



City of Mansfield

MASTER FEE SCHEDULE

FY 24-25

Effective October 1, 2024

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Engineering

Public Infrastructure Construction - Engineering Plan Review & Inspection

Development Type	Plan Review	Construction Inspection*
Residential	\$500 + \$65 per lot	\$250 per week
Non-Residential	\$1 / LF of public utility lines	\$500 + \$250 per week of public infrastructure
	\$1.25 / SY of public pavement	
<p><i>*75% based on estimated duration due at the time of permitting. Remainder based on actual construction duration due prior to acceptance.</i></p>		

Fire/EMS

Ambulance Services

Service	Fee
ALS EMS Call Advanced interventions required for patient	\$1,400
ALS2 EMS Call Advanced interventions & additional advanced procedures required for patient	\$1,600
BLS EMS Call Care provided meets the basic emergency care without advanced interventions	\$1,200
ALS Supply Flat rate equipment/supply charge for all ALS calls	\$250
BLS Supply Flat rate equipment/supply charge for all BLS calls	\$175
Oxygen Usage	\$115 (flat fee)
Ground Mileage	\$20 (per mile - shortest route from incident scene to the hospital)

EMS - Public Safety Service Request

Service	Fee
Ambulance Standby	\$125 each per hour (2 hour minimum)
Paramedic Standby	\$50 each per hour (2 hour minimum)
Incident Command Officer	\$75 each per hour (2 hour minimum)

Fire Prevention

Type of Permit	Fee
Above Ground Storage Tank	\$100 (per tank)
Automatic Sprinkler Systems	\$50 for a private fire line permit (if applicable) AND: 1-20 heads: \$50 21-150 heads: \$100 151-500 heads: \$200 501-1,000 heads: \$300 Cost per head over 1,000: \$1.00 (Also see standpipe permit)
Blasting, Licensed Pyrotechnics	\$125
Chemical Extinguishing System	\$75 per system
Daycare Permit	\$75 annually
Elevator Installation	\$50 per elevator
Fire Alarm Installation	1-10 devices: \$50 11-25 devices: \$75 26-99 devices: \$150 100-199 devices: \$200 200+ devices: \$300 Cost per device over 400: \$1.00
Gate Installation	\$50 per physical gate location
LP Gas Installation	\$100 per tank
Private Fire Lines	\$50 per installation
Reinspection Fee	\$100
Standpipe Systems	\$50 per system
Smoke Control System	\$100 per installation
Special Egress Control Device Installation	\$100 for first 10 devices \$50 for each additional 10

Spray Booth Installation	\$75 per booth
Trench Burning (Other outdoor burning prohibited)	\$50 single-day \$200 multi-day (7 day max)
Underground Storage Tank Installation/Removal	\$100 per tank
Underground Storage Tank Misc. Equipment or System	\$50 per location

General Administration

Excavation Permit Fee

\$10

Taxicab Application Fee

\$100

Library

Overdue Library Materials

Item	Fee
Books DVDs Audiobooks Kits	\$0.25 each per day
Interlibrary Loan Items	\$0.50 each per day
Portable WIFI Hotspots	\$1 each per day

Lost or Destroyed Materials

Full suggested retail price, provided that the materials are commercially available, or the full suggested retail price of suitable substitutes.

Damaged Materials

Damaged materials will be repaired and remain in use if practicable. If materials are judged to be damaged beyond repair and further use, they will be considered destroyed and the patron may be charged for them. Patrons must surrender such materials to the library, but may have them returned to them upon paying for them.

Other Fees & Charges

Item	Fee
Black & White Printing	\$0.10 per page
Color Printing	\$0.25 per page
Black & White Photocopies	\$0.10 per page
Color Photocopies	\$0.25 per page
Sending a Fax	\$1 per page

Library Card Replacement	\$2 each
DVD Case	\$3 each
Audiobook Case	\$6 each
Interlibrary Loan Items Not Picked Up	\$3 each
Kids Backpack Replacement	\$10
Memory Kit Bag Replacement	\$12

Municipal Court

Local Consolidated Fee - Upon Conviction of Non-Jailable Misdemeanor Offenses

Local Consolidated Fee: \$14	
Allocation	Dollar Amount
Municipal Court Building Security Fund	\$4.90
Local Youth Division Fund	\$5
Municipal Court Technology Fund	\$4
Municipal Jury Fund	\$0.10

Parks & Recreation

Athletic Field Fees

Use	Sponsored Associations	Non-Sponsored
Field Use Fees Resident (76063 Zip Code) Non-Resident	\$8 per participant \$15 per participant	\$20 per hour \$25 per hour
Light Use Fees Resident Non-Resident	\$25 per hour	\$30 per hour \$40 per hour
Concession/Vending Fees Resident Non-Resident	5% of net sales or \$100, whichever is greater	\$100 per day \$150 per day
Field Maintenance Fees <u>Field Marking</u> Sponsored - Baseball/Softball Sponsored - Soccer/Football Non-Sponsored - Resident Non-Sponsored - Non-Resident <u>Field Dragging</u> *Tournaments Only *Two-Week Notice Required *Light Use Fees May Apply	\$50 per field \$75 per field \$100 per field \$150 per field \$300 per occurrence (regardless of the # of fields)	\$100 per field \$150 per field \$300 per occurrence (regardless of the # of fields)
Tournaments	\$10 per game OR \$80 per field (for 8+ games) *Plus applicable light fees	\$200 deposit Resident: \$300 per field, per day Non-Resident: \$400 per field, per day *Plus applicable light fees
Camps & Clinics	\$10 per field, per hour OR \$80 per field, per day (for 8+ hours) *Plus applicable light fees	

Additional Services Staging PA System Misc Services (i.e. lighting, equipment, electrical, etc.)	\$300 per event \$100 per event Fees to be determined by the City
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Pavilion & Amphitheater Rental Fees

Pavilion Type	Period	Resident	Non-Resident
Small Pavilion	Half Day	\$60	\$90
	Full Day	\$100	\$150
Large Pavilion	Half Day	\$125	\$175
	Full Day	\$210	\$300
Amphitheater	Half Day	\$200	\$300
	Full Day	\$350	\$525

Race Event Fee

\$500 per event

Mansfield Activities Center - Rental Fees

Room	Resident	Non-Resident
A deposit of \$150 per rental is required		
Pecan / Cypress	\$80 per hour	\$105 per hour
Cypress	\$60 per hour	\$75 per hour
Pecan	\$40 per hour	\$55 per hour
Magnolia	\$40 per hour	\$55 per hour
Oak	\$40 per hour	\$55 per hour
Kitchen*	\$20 per hour	\$25 per hour

Gymnasium - Full Court	\$80 per hour	\$110 per hour
Gymnasium - Half Court	\$40 per hour	\$55 per hour
<p><i>*Additional \$50 deposit for kitchen rental.</i> If additional services or equipment is provided by the City, fees will be applicable.</p>		

Mansfield Activities Center - Annual Membership Fees

Age	Resident	Non-Resident
Day Pass	\$4	\$6
Youth (Ages 2-17)	\$15	\$20
Adult (Ages 18-54)	\$20	\$25
Senior (Ages 55+)	\$15	\$20
Family (Six Members)	\$50	\$65
<p>An additional \$5 will be charged for each family member beyond six. Replacement cards are \$5 each.</p>		

Mansfield Activities Center - Pickleball Fees

Day/Time	Resident	Non-Resident
Weekend & Weekday Evening Hours Sundays 12-3 pm, Wednesdays 6-9 pm	\$5 per participant	\$10 per participant
Weekday Hours between 9 am & 5 pm: 3 hr sessions Tuesdays 1:30-4:30 pm, Thursdays 1:30-4:30 pm	\$3 per participant	\$5 per participant
Weekday Hours Between 9 am & 5 pm: 2 hr sessions Mondays 12:45-2:45 pm, Mondays 3-5 pm, Fridays 10:30 am-12:30 pm, Fridays 12:45-2:45 pm	No fee with MAC Membership	No fee with MAC Membership

Tennis Court Rental Fees

Activity	Resident	Non-Resident
Practice/Games	\$10 per court, per hour	\$20 per court, per hour

Tournament/Camp/Clinic	Hourly court fees + \$200 deposit
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Nature Education Outreach

Type	Fee
Deposit: \$75	
Mansfield ISD Schools	\$125 per hour
Other Schools	\$150 per hour

Nature Education Field Trips

Type	Fee
Deposit: \$75	
Mansfield ISD Schools	\$7 per student
Other Schools	\$10 per student

Regularly Scheduled Bootcamp & Fitness Fees

Number of Days	Fee
7 Days	\$525
6 Days	\$450
5 Days	\$375
4 Days	\$300
3 Days	\$225
2 Days	\$150
1 Day	\$75

Planning - Building Safety

Building Permits - Residential Dwellings

Occupancy Type	Permit Fee ^{1,2}	Plan Review Fee ³
One- and Two- Family Dwelling to Include Townhomes: New, alterations, remodels, repairs and additions.	\$0.60/SF ²	\$100
Multi-Family: New, alterations, remodels, repairs and additions.	\$0.52/SF ²	\$200
Patio Covers, carports, decks (that exceed 200 SF and are 30" above grade at any point), and one-story accessory structures (that exceed 200 SF).	\$0.30/SF ² (minimum fee \$75)	\$100
Foundation repair, reroof, window replacement, wind and solar energy	\$150	\$100
<p>Note:</p> <ol style="list-style-type: none"> 1. Permit fees calculated by the SF shall include the entire square footage of the structure under the roof. 2. MEP fees are included in the permit fee. 3. The plan review fee per permit is required at the time of application submittal and is non-refundable. 		

Building Permits - Non-Residential Dwellings Regulated by IBC & IEBC

Occupancy Type	Permit Fee ^{1,2}	Plan Review Fee ³
Commercial, Retail, Assembly, Business, Educational, Institutional, Mercantile, etc. New structures and additions.	\$0.75/SF ²	\$200
Industrial, Manufacturing, Warehouse New structures and additions.	\$0.50/SF ²	\$200
All remodels, interior finishes, repair, alterations of non-residential structures to include commercial, retail, assembly, business educational, factory, manufacturing, institutional, storage, mercantile, etc.	2.5% of valuation (minimum fee \$125)	\$200

Note:

1. The value to be used in computing this fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, and any other permanent equipment.
2. MEP fees are included in the permit fee.
3. The plan review fee per permit is required at the time of application submittal and is non-refundable.

Other Building Permits & Fees

Permit Type	Fee
Building Permit for Structure Being Moved into City (Includes MEP)	\$300 each
Construction Trailer/Sales Trailer (Includes MEP)	\$200 each
Premanufactured Structure (Includes MEP)	\$300 each
In-Ground Swimming Pool (Includes MEP)	\$300 each
Prefabricated Above Ground Swimming Pools, Spas, and Portable Hot Tubs (Includes MEP)	\$100 each
Fence	\$25 each
Screening Walls & Retaining Walls	\$100 each
Drive Approach	\$60 each
Demolition	\$100 each
Certificate of Occupancy	\$75 each
Building Mechanical	\$75
Building Plumbing	\$75
Building Electrical	\$75
Inspection Outside of Normal Business Hours	\$50 per hour (minimum charge of two (2) hours)
Reinspection Fee	\$100 each

Work Commencing Before Permit Issuance	100% of the original permit fee in addition to the regular permit fee
Inspections, For Which No Fee Is Specifically Indicated	\$75 per hour (minimum charge of one (1) hour)
Additional Plan Review Required by Changes, Additions, or Revisions to Scope of Work Submitted or Approved Plans.	\$100 per hour (minimum charge of one (1) hour)
Miscellaneous Building Permit Fee for Item(s) Not Listed Above	\$75 each
Notice of Appeal	\$50

Miscellaneous Permits & Fees

Permit Type	Fee
Carnival, Temporary Amusement	\$300 + \$600 deposit for clean-up
Development & Advertising Signs	\$140 each
Garage Sale Permit	No fee (application only)
Pole, Ground & All Other Signs Not Classified As Wall Signs	\$100 each
Tent Permit	\$60 each
Wall Signs, Temporary Signs & Promotional Displays	\$75 each

Planning - Development

Development Fee Schedule

Fees below are req. with the submission of all plats, zoning change requests, and Board of Adjustment applications.	
Type	Fee
Zoning Change Request PR, A, SF Districts	\$250 (max) for two or less principal dwellings; \$500 (max) for three or more dwellings
2F, MF, O-P, C-1, C-2, C-3, I-1, I-2, S Districts	\$1,000 + \$100 per acre or portion thereof (\$7,500 max)
D District (Detached Single-Family Only)	\$250 (max) for two or less principal dwellings; \$500 (max) for three or more dwellings
D District (All Other Permitted Uses)	\$1,000 + \$100 per acre or portion thereof (\$7,500 max)
Specific Use Permit Request	\$2,500 + \$100 per acre of portion thereof (\$7,500 max)
Specific Use Permit Request for Gas Well Drilling & Production	\$5,000
PD, Planned Development District Request	\$2,500 + \$100 per acre or portion thereof (\$10,000 max)
Concept Plan	\$2,500
Detailed Site Plan Review	\$2,500
Site Plan OR Building Plan Review	\$2,500
Board of Adjustment Appeal	\$250
Plats Preliminary Plat Final Plat Replat Amending Plat Plat Vacation	\$500 + \$35 per acre of portion thereof \$500 + \$35 per acre of portion thereof \$400 + \$35 per acre of portion thereof \$300 + \$35 per acre of portion thereof \$300

Easement OR Right-of-Way (ROW) Abandonment	\$200
Rescheduling Fee*	\$300
Mansfield 2040 Plan Future Land Use Map Amendment	\$250
<i>*Fee applies to development cases with public hearing notice requirements that are postponed after notice has been sent.</i>	

Document Fee Schedule

Fees below apply to documents & copy services rendered by the Planning & Zoning Department.	
Type	Fee
Full-Size Copy of Plat or Zoning Map	\$10
Future Land Use Plan	\$20
Subdivision Ordinance	\$20
Zoning Ordinance	\$20
Zoning Verification Letter	\$50

Police

General Services

Service	Fee
Character Letter	\$10
Crash Report	\$6
Fingerprints	\$10
Solicitor Permit	\$100 per solicitor

Alarm Permits (Managed by 3rd Party)

Permit/Purpose	Fee/Fine
Residential Site (Initial issuance)	\$50 (persons 65 of age & older are exempt from this fee)
Residential Site (Renewal)	\$25 annually (persons 65 of age & older are exempt from this fee)
Commercial/Church Site (Issuance/Renewal)	\$100 annually
Financial Institution Site (Issuance/Renewal)	\$200 annually
Government/Education Site	No fee
Permit Received 30-Days Past Expiration	\$10 late fee
Operating a Non-Permitted Alarm System (May be waived by obtaining a permit)	\$100 per incident
Operating an Alarm System During Alarm Permit Suspension	\$200
Appeal Processing Fee	\$25
Reinstatement of Suspended Permit	\$25

6th & Any Subsequent False Alarm Within the Preceding 12-Month Period	\$50
Failure to Comply or Violation of Section 97.05 of the Alarm Systems Ordinance	\$200 per incident

Mass Gathering Permit

\$25 application fee

Sexually-Oriented Business License

\$750 application fee

Regulatory Compliance

Animal Control

Adoptions

Service	Fee
Total	\$70
Spay/Neuter	\$25 (voucher) per animal
Rabies Vaccination	\$10 (voucher) per animal
Microchip (with Registration)	\$20 per animal

City License

Type	Fee
Spayed/Neutered with Microchip	\$5 per animal, annually
Non-Spayed/Non-Neutered with Microchip	\$10 per animal, annually
Spayed/Neutered without Microchip	\$10 per animal, annually
Non-Spayed/Non-Neutered without Microchip	\$15 per animal, annually

Registration

Type	Fee
Livestock	\$25 one-time
Potbellied Pig	\$25 one-time, per animal
Multiple-Pet Permit	\$25 annually

Impoundment Fees

Type	Fee
1st Impoundment (can receive a free microchip)	\$20 per animal
2nd Impoundment (within 12 months)	\$50 per animal
3rd Impoundment (within 12 months)	\$75 per animal
Livestock/Fowl	\$50 per animal
Boarding (Non-livestock, non-fowl)	\$5 per animal, per day
Boarding (Livestock, fowl)	\$20 per animal, per day
Behavioral Boarding	\$20 per animal, per day

Additional Impoundment Fees

Service	Fee
Additional Officers	\$10 per officer
Trapping	\$20 per day
Chemical Capture	\$50 per day

Owner Relinquished

Type	Fee
At Animal Shelter & Altered	\$30 per animal
At Animal Shelter & Unaltered	\$45 per animal
In-Field Pickup (For elderly, handicapped, etc. - at AC Manager Discretion)	\$50 per animal

Rabies Quarantine

Service	Fee
Boarding	\$20 per animal, per day
Rabies Testing	\$60 per animal

Code Compliance

Code Compliance Permits/Other Services

Type	Fee
Donation Box Permit Application	\$100
Donation Box Impound Fee	\$200
Donation Box Storage Fee	\$30 per day
PODS Permit	\$5

Abatements

Service	Fee
Abatement Administration Fee + Cost of Abatement	\$200 admin fee
Lien Accrual	10% per annum

Health Inspections

Childcare/Food Establishment Inspection

Type	Fee
Food Service:	
Less than 500 SF	\$225
500 to 1,499 SF	\$300
1,500 to 2,999 SF	\$450
3,000 to 5,999 SF	\$550
6,000+ SF	\$650

Adjunct Operation: Food Service	\$300
Food Store Permit - less than 5,000 SF	\$425
Food Store Permit - more than 5,000 SF	\$550
Adjunct Operation: Food Store Permit - less than 5,000 SF	\$325
Food Store Permit - more than 5,000 SF	\$450
Catering Operation	\$400
Childcare Facility with Kitchen	\$225
Childcare Facility (Prepackaged/No Food Service)	\$125
Mobile Unit (Prep Food)	\$350
Temporary Event	\$85
Temporary Event - Late	\$150
Seasonal Food: Seasonal, Snack Bar	\$150
Farmer's Market	\$100
Egg Producer	\$35
EXEMPT: Child Care Facility Grocery Lounge Restaurant Restaurant-Catering School Cafeteria Seasonal Seasonal Snack Bar Snack Bar Temporary Event	No fee

Plan Review & Reinspections

Type	Fee
Childcare Permit Reinspection	\$150

Food Permit Plan Review	\$250
Food Permit Reinspection	\$150
Health Permit Reinspection, Saturday or Sunday	\$250
Emergency Reinspection	\$250
Change of Ownership (Incl. Change of Name)	\$200
Permit Certificate Replacement or Duplicate	\$35

Pool/Spa Permits

Type	Fee
Certified Pool Operator	\$50
Pool Exempt: Pool	\$350 No fee
Spa	\$350
Public Interactive Water Feature (PIWF) Exempt: PIWF	\$350 No fee
Pool Plan Review	\$250
Pool Reinspection Pool Reinspection, Saturday or Sunday Pool Reinspection, Emergency	\$150 \$250 \$250

Rental Inspections

Rental Inspection Registration

Type	Fee
Multifamily Establishment	\$15 per unit
Hotel/Lodging Establishment	\$15 per unit
Senior/Assisted Living/Nursing (EXEMPT)	No fee

Senior/Assisted Living	\$15 per unit
Late Fee	\$200
Reinspection Fee	\$150
Probation/Suspension Reinspection Fee	\$200
After-Hour Inspection Fee	\$50 per hour, 2 hour minimum
Change of Ownership	\$200
Reinstatement Fee	\$200

Water Utilities

Landscape Irrigation Inspection Fees

Service	Fee
Residential Plan Review	\$30
Residential Reinspection of Plans 1st 2nd 3rd & After	\$25 \$50 \$75
Residential On-Site Inspection	\$70
Residential On-Site Reinspection 1st 2nd 3rd & After	\$50 \$75 \$100
Commercial Plan Review	\$60
Commercial Reinspection of Plans 1st 2nd 3rd & After	\$50 \$75 \$100
Commercial On-Site Inspection	\$140
Commercial On-Side Reinspection 1st 2nd 3rd & After	\$50 \$75 \$100

Move Service

Size	Fee
¾"	\$725
1"	\$760

Reduce Meters

Size/Type	Fee
Residential	\$320
Builders	\$360
Reduce 2" Service to 3/4"	\$530
Reduce 2" Service to 1"	\$700

Sewer Tap Fee

\$1,270

Tampering With Meters

There is a fee of \$115 for tampering with a meter. If City property is damaged due to tampering, the customer will be responsible for all repairs.

Utility Billing Fees

Type	Fee
Residential Deposit	\$60
Residential Irrigation Deposit	\$50
Commercial Deposit	\$100
Sewer Only Deposit	\$30
Garbage / Drainage Only Deposit	\$35
Construction Meter Deposit	\$800
Late Fee	\$10 or 10%, whichever is greater
Connection/Disconnection	\$15
Extension	\$15
After Hours Restoration	\$30
Insufficient Funds (NSF)	\$22.50

Construction Meter No Read	\$100
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Water Meter Set Fees

Size	Fee
3/4"	\$320
1"	\$360
1 1/2"	\$530
2"	\$700

Water Service Bullhead

Size	Fee
3/4"	\$450
1"	\$560
2"	\$700

Water Tap Fees

Size	Fee
3/4"	\$1,530
1"	\$1,670
1 1/2"	\$2,075
2"	\$2,230

All taps over 2 inches will be calculated individually.

Water Utilities Miscellaneous Fees

Type	Fee
Damaged Curbstop	\$125
Damaged Meter	\$320
Inspect Sewer Lateral	\$50



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6117

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Granting Support and Consent to Creation of Somerset Village Municipal Management District of Ellis County and the Inclusion of Approximately 70.897 Acres of Land into the District; 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 City Council's review and approval of a granting of support.

Recommendation

Staff recommends approval.

Description/History

"Somerset Village" is the name of the proposed development on approximately 70 acres of real property located off U.S. 287 and north of St. Paul Road which is proposed to include diverse housing options, retail, commercial, parks, and open space to be developed in phases.

Municipal Management Districts (MMD) is an economic development tool included in the Mansfield Economic Incentive Policy to spur high-quality development.

Justification

Staff believes it is in the best interest of the City to partner with the Developer to create high-quality amenities and infrastructure, and complete neighborhoods in the development.

Funding Source

MMD

Prepared By

Matt Jones, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, GRANTING SUPPORT AND CONSENT TO CREATION OF SOMERSET VILLAGE MUNICIPAL MANAGEMENT DISTRICT OF ELLIS COUNTY AND THE INCLUSION OF APPROXIMATELY 70.897 ACRES OF LAND INTO THE DISTRICT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

WHEREAS, the City received a request for consent from Knox Street Partners No. 31, Ltd., a Texas limited partnership (“Hanover”) to the creation of Somerset Village Municipal Management District of Ellis County (the “District”) encompassing approximately 70.897 acres as described on Exhibit “A” attached hereto; and,

WHEREAS, the District will be created and organized under the terms and provisions of Article XVI, Section 59, and Article III, Section 52, of the Constitution of Texas, and Chapter 375 of the Texas Local Government Code, as amended; and,

WHEREAS, Section 375 of the Texas Local Government Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal management district without such city’s consent.

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

SECTION 1.

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

SECTION 2.

That the City Council of the City hereby grants its written support and consent to the creation of Somerset Village Municipal Management District of Ellis County, and inclusion of approximately 70.897 acres of land described in Exhibit “A” into the District.

SECTION 3.

That the City Council hereby specifically imposes the conditions set forth in Exhibit “B” attached hereto and made a part hereof for all purposes.

SECTION 4.

That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 5.

That this Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Exhibit "A"

BEING a 75.120 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas (OPRECT), as determined from a survey by Desireé L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE with said South right-of-way line the following five (5) courses and distances:

1. South 55°36'19" East (Grid Bearings based on said Texas Coordinate System), a distance of 2,828.36 feet to a "TXDOT" Aluminum Disk found for corner;
2. South 08°39'43" East, a distance of 67.84 feet to a "TXDOT" Aluminum Disk found for corner at the beginning of a curve to the right, said curve having a radius of 196.00 feet;
3. Westerly along said curve to the right through a central angle of 42°39'09" an arc distance of 145.91 feet and a chord bearing and distance of South 68°15'07" West, 142.56 feet to a "TXDOT" Aluminum Disk found for corner;
4. South 89°34'42" West, a distance of 51.27 feet to a "TXDOT" Aluminum Disk found for corner;
5. South 71°40'25" West, a distance of 53.18 feet to a "TXDOT" Aluminum Disk found for corner in the East line of a tract of land described in Special Warranty Deed to St. Paul Cemetery Association in Volume 1277, Page 820 of said DRECT;

THENCE with the occupied fence line of said St. Paul Cemetery tract the following three (3) courses and distance:

1. North 00°17'18" West, a distance of 205.96 feet to a 1/2 inch iron rod found with a cap stamped "Dumas Surveying" at the Northeast corner of said St. Paul Cemetery tract;
2. South 89°42'42" West, a distance of 213.90 feet to a calculated point in a multi-trunk Hackberry Tree, with the largest trunk measuring 22 inches in diameter, near a fence post at the Northwest corner of St. Paul Cemetery tract;
3. South 00°17'18" East, passing a rock found near a weathered railroad tie fence post at a distance of 202.76 feet in the occupied North line of St. Paul Road and continuing for a total distance of 238.93 feet to a pk nail with shiner stamped "ypassociates.com" set in the approximate centerline of said St. Paul Road;

THENCE North 89°51'25"West, with said approximate centerline, a distance of 2,559.81 to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North 02°04'24"West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a 1/2 inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North 59°59'58" East, a distance of 822.76 feet to the POINT OF BEGINNING and containing 75.120 acres of land, more or less. Save and except a 4.223 acre tract of land for the proposed extension of Barrington Way leaving a net of 70.897 acres, more or less.

SAVE & EXCEPT:

Proposed extension of Barrington Way an approximate 120' right-of-way to be located on the western edge of the above described 75.120 acre tract, described as follows:

BEING a 4.223 acre tract of land situated in the B. Howard Survey, Abstract No. 513, located in Ellis County, Texas and being a portion of a Called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas

(OPRECT), as determined from a survey by Desireé L. Hurst, RPLS 6230 on February 24, 2021 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449), being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 6875347.1 and Easting 2405712.1 on the South right-of-way line of U.S. Highway No. 287, a variable width right-of-way, at the North corner of said 252.657 acre tract;

THENCE South 59°59'58"West, with the North line of said 252.657 acre tract, a distance of 594.90 feet to the POINT OF BEGINNING of the herein described tract at a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a non-tangent curve to the left, said curve having a radius of 286.50 feet;

THENCE Southerly along said curve to the left through a central angle of 6°04'26" an arc distance of 30.37 feet and a chord bearing and distance of South 06°04'18" West, a distance of 30.36 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a reverse curve to the right having a radius of 1,110.00 feet;

THENCE Southerly along said curve to the right through a central angle of 7°14'33" an arc distance of 140.31 and a chord bearing and distance of South 06°39'22" West, a distance of 140.21 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

THENCE South $10^{\circ}16'38''$ West, a distance of 153.51 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of $12^{\circ}21'02''$ an arc distance of 213.40 feet and a chord bearing and distance of South $04^{\circ}06'07''$ West, a distance of 212.99 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set;

THENCE South $2^{\circ}04'24''$ East, a distance of 843.27 feet to a 1/2 inch iron rod with cap stamped "ypassociates.com" set at the beginning of a curve to the left having a radius of 990.00 feet;

THENCE Southerly along said curve to the left through a central angle of $5^{\circ}12'05''$ an arc distance of 89.87 feet and a chord bearing and distance of South $04^{\circ}40'27''$ East, a distance of 89.84 feet to a pk nail with shiner stamped "ypassociates.com" set in the South line of said 252.657 acre tract and in the approximate centerline of said St. Paul Road;

THENCE North $89^{\circ}51'25''$ West, with said South line and said approximate centerline, a distance of 124.17 feet to a pk nail with shiner stamped "ypassociates.com" set at the Southwest corner of said 252.657 acre tract and at the Southeast corner of Somerset Addition, an Addition to the City of Mansfield, recorded in Volume 11, Page 307 Drawer H of the Map Records of Johnson County, Texas (MRJCT);

THENCE North $02^{\circ}04'24''$ West, passing at a 1/2 inch iron rod found at the Southeast corner of Lot 21X, Block 2 of said Somerset Addition at a distance of 30.02 feet and continuing for a total distance of 1,351.85 feet to a 1/2 inch iron rod with a cap stamped "JBI" found at the Northwest corner of said 252.657 acre tract and at the Northeast corner of said Lot 21X;

THENCE North $59^{\circ}59'58''$ East, with the North line of said 252.657 acre tract, a distance of 227.86 feet to the POINT OF BEGINNING and containing 4.223 acres of land, more or less.

Exhibit "B"

- (a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.
- (b) The District may not annex land in the City of Mansfield's corporate limits or extraterritorial jurisdiction without the City of Mansfield's consent.
- (c) The construction of the District's water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities shall be in accordance with plans and specifications which have been approved by the City.
- (d) The City shall have the right, but not the obligation, to inspect all water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities being constructed by the District.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6164

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City Of Mansfield, Texas Awarding a Bid for a Janitorial Services of City Owned Buildings Contract to Service First Janitorial in the Amount of \$159,900.00; 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

Consider a Resolution awarding the bid and an annual contract for the janitorial services of City owned buildings for an amount not to exceed \$159,900.00 (general fund)

Recommendation

Staff recommends approval of the Resolution.

Description/History

Janitorial Service Contract for (5) City buildings; Mansfield City Hall, Mansfield Library, Police Headquarters and Chris W. Burkett Service Center

Justification

This contract is to ensure these buildings are kept clean and sanitary for both staff and the public.

Funding Source

The funding source will be from the General Fund.

Prepared By

Andy Hale
Facilities and Construction Manager
817-728-3626

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AWARDED A BID FOR A JANITORIAL SERVICES OF CITY OWNED BUILDINGS CONTRACT TO SERVICE FIRST JANITORIAL IN THE AMOUNT OF \$159,900.00; 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, on August 2, 2024 the City issued Request for Bid No. 2024-41-18-01 seeking competitive bids for Janitorial Services of the Mansfield City Hall, Mansfield Library, Police Headquarters and Chris W. Burkett Service Center; and,

WHEREAS, all bids were received, opened, and publicly read aloud on August 16 2024, at 2:00 pm; and,

WHEREAS, the bids were to provide Janitorial Services for City owned buildings for a twelve (12) month period with the option to renew this agreement for three (3) additional twelve (12) month periods, then from month-to-month until a new agreement is established, or the agreement is terminated; and,

WHEREAS, City staff reviewed the fourteen (14) bids received, attached as Exhibit A, and after review recommends awarding the bid and contract to Service First Janitorial in the amount of One Hundred Fifty-Nine Thousand Nine Hundred no/100 dollars (\$159,900.00); and,

WHEREAS, funds for this contract are available from the General Fund.

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

SECTION 1.

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

SECTION 2.

The bid to Service First Janitorial for janitorial services of City owned buildings in an amount not to exceed One Hundred Fifty-Nine Thousand Nine Hundred no/100 dollars (\$159,900.00) is hereby awarded and a contract in substantially the same form as attached Exhibit B 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 9TH DAY OF SEPTEMBER 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



BID OPENING FORM

Owner: City of Mansfield

Bid No.: 2024-41-18-01

Project: 2024-41-18-01 Janitorial Services of Buildings

Date: 08/16/24

Name of Bidder	Bid Type	Bid Bond Attached	Bid Amount	Comments
Ambassador Services 11710 North Fwy. Ste 200 Houston, TX 77060		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$187,544.92	Received on 8/14 @ 11:03 a.m. by RG
American Facilities Services Inc. 1325 Union Hill Industrial Court Ste. A Alpharetta, GA 30004		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$183,099.20	Received on 8/14 @ 2:35 p.m. by KB
Honey Comb Operation Management 7918 Green Gate Dr. Dallas, TX 75249		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$259,260.00	Received on 8/14 @ 4:51 p.m. by KB
CMS Services LLC 8105 Fireside Dr. N. Richland Hills, TX 76182		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$183,641.28	Received on 8/15 @ 2:22 p.m. by KS
Oriental Building Services Inc. 2526 Manana Dr. Suite 208 Dallas, TX 75220		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$142,016.00	Received on 8/16 @ 10:30 a.m. by KB
Abundant Cleaning Services		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$1,140,000.00	Received on 8/16/24 @ 11:07 a.m. by RG
Insync Commercial Cleaning 222 Laurel St. Mansfield, TX 76063		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$299,334.96	Received on 8/16/24 @ 11:28 a.m. by KS
Entrust One Facility Services Inc 2727 Lyndon B. Johnson Fwy Ste 402 Dallas, TX 75234		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$140,660.97	Received on 8/16/24 @ 11:40 a.m. by RG
Simply Pure, LLC 4541 Stonewood Cir. Midlothian, TX 76065		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$169,200.00	Received on 8/16/24 @ 12:10 p.m. by KS
JDL Cleaning Services LLC 1301 E Debbie Ln. Ste 102 # 1718 Mansfield, TX 76063		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$610,428.00	Received on 8/16/24 @ 12:12 p.m. by KS
JKSM Commercial Cleaning & Maintence LLC		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$326,400.00 NOT AT PRE-BID MEETING	Received on 8/16/24 @ 12:50 p.m. by KS
Andrews Building Service Inc. Janitorial Service 10555 Newkirk St. Ste 520 Dallas, TX 75220		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$133,787.26	Received on 8/16/24 @ 1:01 p.m. by KS
Unique Building Maintenance 3121 I-30 Frontage Rd. Dallas, TX 75212		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$156,896.40	Received on 8/16/24 @ 1:22 p.m. by KB
Service First Janitorial 2418 Converse St. Dallas, TX 75212		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$159,900.00	Received on 8/16/24 @ 1:51 p.m. by KB
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

**CITY OF MANSFIELD
CONTRACTOR AGREEMENT**

THIS AGREEMENT (Agreement) is entered into by and between the City of Mansfield (hereinafter called OWNER) and Service First Janitorial, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1.
WORK.**

CONTRACTOR hereby agrees to perform the work in accordance with the Contract Documents (as hereinafter defined in Article 7), which is generally identified as following:

Janitorial Services for City Owned Buildings (Work)

**ARTICLE 2.
CONTRACT TERM.**

The CONTRACTOR agrees to commence Work within _____ days of the Effective Date of this Agreement. The initial term of this Agreement shall be for twelve (12) months from the Effective Date.

The Agreement, at the OWNER’s option, may renew for three (3) additional twelve (12) month periods.

**ARTICLE 3.
CONTRACT PRICE.**

OWNER shall pay CONTRACTOR the prices indicated in the Contract Documents. Any additional work performed, when previously authorized in writing by OWNER, shall be paid based on the quantity price quoted in the Contract Documents.

**ARTICLE 4.
PAYMENT PROCEDURES.**

Payment to CONTRACTOR will be subject to satisfactory completion of authorized, Work, in OWNER’s sole discretion, and within thirty (30) days of OWNER’s receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax, as OWNER is tax exempt.

**ARTICLE 5.
CONTRACTOR'S REPRESENTATIONS.**

CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work to be performed, site locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2. CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

5.4. CONTRACTOR acknowledges that OWNER has relied on the representations under this Article 5 in executing this Agreement.

**ARTICLE 6.
MISCELLANEOUS.**

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate this Agreement by giving CONTRACTOR ten (10) days' notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Agreement to the date of the termination. OWNER shall then pay CONTRACTOR that portion for which the services actually performed under this Agreement that have not previously been paid. Copies of all completed designs, plans and specifications prepared under this Agreement shall be delivered to OWNER when and if this Agreement is terminated.

6.4 SUBCONTRACTING:

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work, which, under normal contracting practices, are performed by specialty subcontractors.
2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
4. CONTRACTOR shall have a person that is on his payroll and with the authority to make decisions, on-site at all times.
5. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.5 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.

6.6 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs, or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and educational activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Agreement. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.

6.7 INSURANCE: CONTRACTOR shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth in the Contract Documents. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under the Contract Documents and such insurance has been approved by OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided

under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

6.8 INDEMNIFICATION. *CONTRACTOR agrees to indemnify and hold OWNER, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by 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; and in the event of joint and concurrent negligence of both CONTRACTOR and OWNER, 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 OWNER 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.*

6.9 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.

6.10 WARRANTY: All parts and Labor will be warrantied for a minimum of 1 (one) year from the date of completion.

6.11 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the Work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to the City of Mansfield. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1 Invitation to Bid 2021-41-18-01, including all Attachments;
- 7.2 CONTRACTOR's Bid Response; and
- 7.3 This Agreement.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this Agreement will be Effective on the _____ day of _____, 20_____.

OWNER:

City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

By: _____

(Print Name)

(Print Title)

CONTRACTOR:

Name: _____

Address: _____

City/State/Zip: _____

By: _____

(Print Name)

(Print Title)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6168

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with Nack Development, LLC Not to Exceed \$647,500.00 for the Professional Engineering and Architectural Design Services within Geyer Commons; 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 the Professional Services Contract with Nack Development LLC

Recommendation

Staff recommends approval.

Description/History

Geyer Commons, located on the site of the city's original ballfield, will become the eastern gateway to Historic Downtown Mansfield. This development will feature a mix of diverse shops and restaurants housed in historic homes that have been relocated or reconstructed, an artisan market and business incubator, and distinctive public spaces designed for gathering and recreation.

By thoughtfully blending historic landmarks with modern shopping, dining, and entertainment, Mansfield is creating a space that honors its past while embracing the future. Geyer Commons will not just be a retail development but a vibrant community hub where residents and visitors can connect and enjoy the best of what Mansfield has to offer, both old and new.

Justification

Nack Development has proven to be a great partner in various city projects. They are intimately familiar with our vision for the Downtown district. City staff has also confirmed the fees shown here are aligned with those paid for similar municipal services.

Funding Source

Certificates of Obligation

Prepared By
Faith Morse, Chief of Staff

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH NACK DEVELOPMENT, LLC IN AN AMOUNT NOT TO EXCEED \$647,500.00 FOR THE PROFESSIONAL ENGINEERING AND ARCHITECTURAL DESIGN OF CERTAIN PORTIONS OF GEYER COMMONS; 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 OBLIGATION)

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 currently developing a project for the development of Geyer Commons (the “Project”); and,

WHEREAS, City staff has reviewed and considered a proposal from Nack Development, L.L.C. for the professional engineering and architectural design services necessary for a portion of the Project and recommends approval of a Professional Services Contract with Nack Development, L.L.C. for said services; and,

WHEREAS, Funding for this contract is available from the 2025 certificates of obligation.

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

SECTION 1.

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

SECTION 2.

A Professional Services Contract with Nack Development, LLC in an amount not to exceed \$647,500.00 for the professional engineering and architectural design of certain portions of Geyer Commons in substantially the same form as the attached Exhibit “A”, is hereby approved.

SECTION 3.

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

SECTION 4.

This Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

This Professional Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **NACK DEVELOPMENT, LLC** hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

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

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed six hundred forty-seven thousand five hundred Dollars and no/100 (**\$647,500.00**) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as agreed upon by the Parties. PROFESSIONAL shall invoice the City monthly for services actually performed, and subject to Article X, CITY shall pay within thirty (30) days of the receipt of said invoice. Notwithstanding the foregoing, services invoiced that were performed ninety (90) days or more after the invoice date shall not be billed without prior CITY authorization. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

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

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the

orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

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

ARTICLE IV. **TIME FOR COMPLETION**

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

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

ARTICLE V. **REVISIONS OF SCHEMATIC DRAWINGS**

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

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

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

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

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

ARTICLE VII.
TERMINATION

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

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

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for changes made to the drawings and other documents by other professionals subsequent to the

completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the professional making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX.
INSURANCE

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

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

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

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the

Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;

4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

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

ARTICLE XI. NO DAMAGES FOR DELAYS

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

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

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

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at

least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

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

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

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

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

ARTICLE XV.
SUCCESSORS AND ASSIGNS

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

ARTICLE XVI.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, or agents for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code

ARTICLE XVII.
INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII.
SEVERABILITY

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

ARTICLE XIX.
INDEPENDENT CONTRACTOR

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and professionals; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees,

contractors, subcontractors and professionals and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

ARTICLE XX.
DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

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

ARTICLE XXII.
ENTIRE CONTRACT

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

ARTICLE XXIII.
APPLICABLE LAW

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

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to

terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

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

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

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

ARTICLE XXX.
NOTICES

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

If intended for City, to:	City of Mansfield Attn.: Faith Morse 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4273
If intended for Professional, to:	Nack Development, LLC Attn: Donny Churchman PO Box 5551 Frisco, Texas, 75035 972-330-3819

ARTICLE XXXI.
PRIVATE LAND ENTRY

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

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

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

[Signature Page Follows]

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

“CITY”
City of Mansfield

By: _____
Name: Faith Morse
Title: Chief of Staff

ATTEST:

Susana Marin, City Secretary

“PROFESSIONAL”
Nack Development, LLC

By: _____
Name: Donny Churchman
Title: President/CEO

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____,
20_____, by Faith Morse, Chief of Staff of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20_____, by Donny Churchman, President/CEO of Nack Development, LLC.

Notary Public in and for the State of Texas

Exhibit "A"

Scope of work includes professional engineering and architectural design services for the areas specified below within Geyer Commons. This encompasses the relocation and/or reconstruction of buildings as indicated in the attached exhibit, specifically within the area outlined in red on the Geyer Commons site plan.

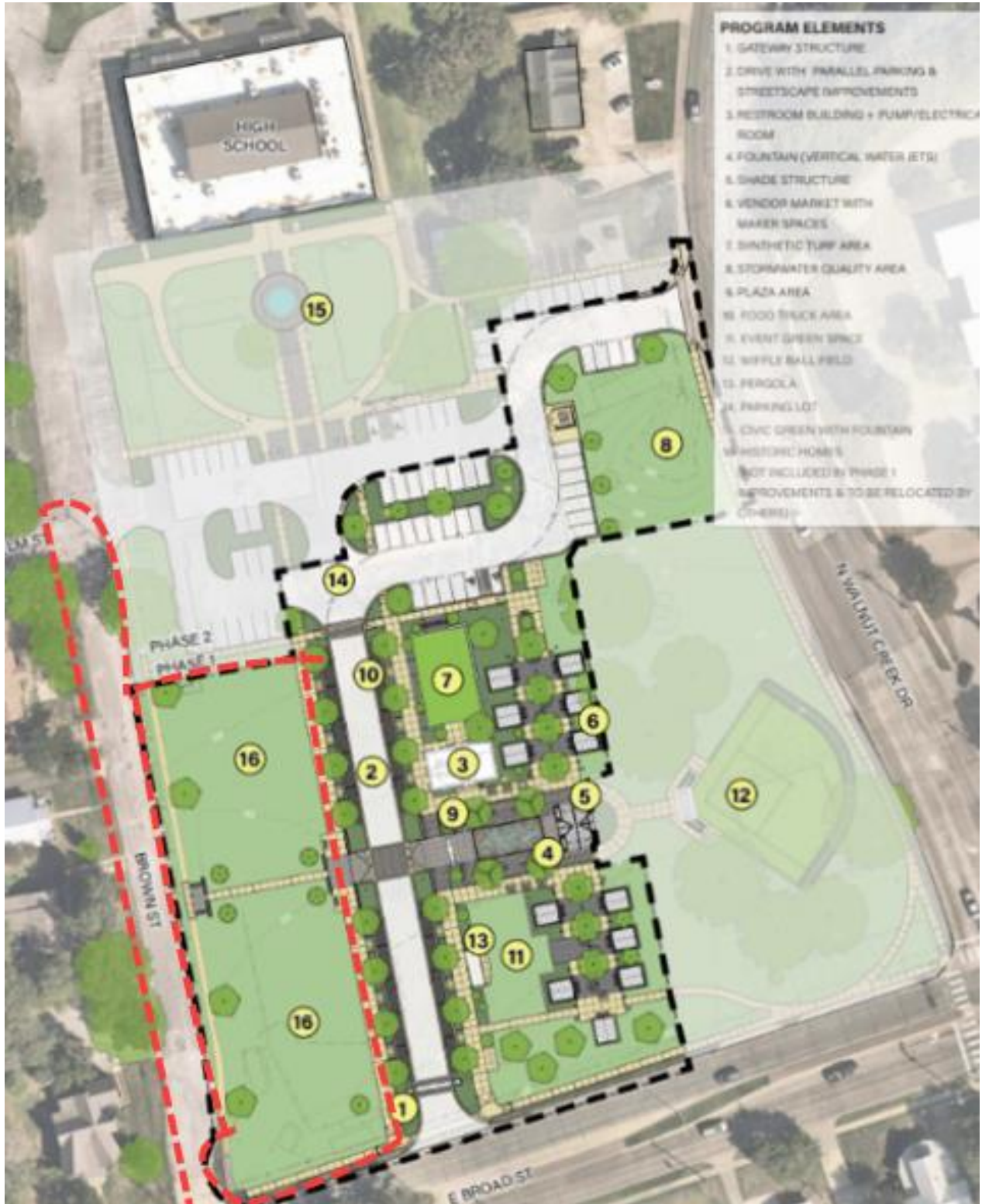
- **Civil - \$250,000**
 - **Concept Design**
 - **Site Plan**
 - **Civil Design**

- **Architectural - \$350,000**
 - **Landscape Design**
 - **Landscape Architectural Construction Plan Set**
 - **Architectural Renderings**
 - **Architectural Construction Plan Set**

- **Brown Street Design as requested by City - \$47,500**

Total Design Expenses - \$647,500

Site Plan



Historical Buildings:



Cumberland Church



Julian Feild House



Mansfield Co-ed College
(Currently Blessing Funeral Home –
completely different facade)



Citizens bank



Wallace-Hall House



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6169

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting the City of Mansfield, Texas Investment Policy; Approving Investment Pools; and Approving Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transaction

Requested Action

Review the Investment Pools and Qualified Broker Dealers for the City of Mansfield, Texas.

Recommendation

Approve the revised investment policy, investment pools and qualified broker dealers of the City's public funds.

Description/History

The State of Texas Legislature adopted the Public Funds Investment Act, which defines the strategy and management of the investment of public money. The Act outlines guidelines to protect and preserve the public's funds and has become widely accepted within the policies and practices of the investment community within the State of Texas. Moreover, it requires that Public entities have an investment policy that conforms to the principles established by the Act. The City of Mansfield, Texas Investment Policy complies with the State's Public Funds Investment Act.

Justification

The City's Investment Policy is a guideline to the investment officer and investment community of the City of Mansfield. It also serves as a guide for investment advisors as to the types of investments in which the City of Mansfield may invest its cash. This policy ensures the City's compliance with the State's investment laws about public money. (Public Funds Investment Act, Government Code, Chapter 2256).

Funding Source

N/A

Prepared By

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

RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE
CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND APPROVING
QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT TRANSACTIONS OF
THE CITY**

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, Section 2256.005(e) of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to review its investment policy and investment strategies annually; and,

WHEREAS, Section 2256.008 of the Public Funds Investment Act (the "Act") directs the Chief Financial Officer or designee, to attend at least one training session from an independent source approved by the governing body; and,

WHEREAS, Section 2256.016 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to authorize the investment pools the entity invests or engages in the investment of funds of the entity; and,

WHEREAS, Section 2256.025 of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to annually review, revise, and adopt a list of qualified brokers to engage in investment transactions with the entity.

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

SECTION 1.

The City Council of the City of Mansfield, Texas has reviewed the Investment Policy and Investment Strategy and hereby adopts the Investment Policy as attached to this resolution.

SECTION 2.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, and confirms the investment training provided to the City's Investment Officer from an independent source.

SECTION 3.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, confirms and amends the investment pools for investing the funds of the City.

SECTION 4.

The City Council of the City of Mansfield, Texas acknowledges, approves, ratifies, confirms and amends the list of qualified brokers/dealers/investment advisors for engaging in investment transactions of the City.

SECTION 5.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS 9TH DAY OF SEPTEMBER 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

CITY OF MANSFIELD

INVESTMENT POLICY



FINANCE DEPARTMENT

POLICY REVISION & ADOPTION DATE:
SEPTEMBER 9, 2024

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INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Mansfield (the City).

The City Council of the City of Mansfield shall review its policy and investment strategies annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the “Act”) to define, adopt and review a formal investment strategy and policy.

II. SCOPE

This investment policy applies to all financial assets of the City of Mansfield. These funds are accounted for in the City’s Annual Comprehensive Financial Report and include: [PFIA 2256.002(9)]

- Governmental Funds
- Proprietary Funds
- Fiduciary Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately, and
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

When advantageous, the City will consolidate cash balances to optimize investment strategy implementation. Investment income will be allocated to the consolidated funds based on their respective participation in the consolidated balances and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City by outside agencies under pension plans or deferred compensation programs. [PFIA 2256.0004(6)]

III. INVESTMENT OBJECTIVES & STRATEGIES

It is the policy of the City that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of the investment, all

available funds shall be invested in conformance with these legal and administrative guidelines.

The City shall manage and invest the assets of all of its funds with the following objectives. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law. consideration to the safety

A. Suitability of Investments

The maintains a commingled pool of operating and non-operating funds for the purpose of obtaining economies of scale in investments and reduced transaction costs while providing separate investment accounting for its operating and non-operating funds. The City utilizes the specific investment strategy considerations designed to address the characteristics of its portfolio:

The City's first investment strategy is to ensure that anticipated cash flows are matched with adequate investment liquidity.

The second investment strategy is to create a portfolio structure that will experience minimal volatility during economic cycles (high quality paper, short-to-mid-term maturities, laddered or barbell maturity structures).

The third investment strategy is to maintain maximum dollar weighted average maturity of 365 days or less and will be calculated using the stated final maturity date of each security. [PFIA 2256.005(b)(4)(c)]

B. Safety

The primary objective of the City's investment activity in all funds is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities default or erosion of market value. [PFIA 2256.005(b)(2)]

C. Liquidity

The City's investment portfolio for all funds shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. [PFIA 2256.005(b)(2)]

D. Yield

The City's cash management portfolio of all funds shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, State Statutes, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash. [PFIA 2256.005(b)(3)]

E. Risk and Diversification

The City of Mansfield recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines: [PFIA 2256.005(b)(3)]

1. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
2. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury securities and insured or collateralized certificates of deposit.
3. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described in Section VII.
4. Risk of overconcentration by limiting investments from a specific issuer or business sector, when appropriate.

F. Marketability

The Chief Financial Officer or designee shall strive to ensure that the market value of each investment exceeds the book value. The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The Chief Financial Officer or designee will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

G. Public Trust

All participants in the City’s investment process shall seek to act responsibly as custodians of public trust. Investment officials shall avoid any transaction which might impair public confidence in the City’s ability to govern effectively.

IV. RESPONSIBILITY AND CONTROL

A. Delegation of Authority and Training

Authority to manage the City’s investment program is derived from resolution of the City Council. The Chief Financial Officer, Assistant Director of Finance Director, or designee are designated as investment officers of the City and are responsible for investment decisions and activities. An Investment Officer is authorized to execute investment transactions on behalf of the City. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the City except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the Investment Officer(s) are effective until rescinded by the City Council. The Investment Officer(s) shall establish written procedures for the operation of the investment program, consistent with this investment policy. [PFIA 2256.005(f)]

The City shall provide periodic training in investments for Investment Officer(s) through courses and seminars to ensure the quality and capability of the City’s investment personnel making decisions in compliance with the PFIA. [PFIA 2256.005(b)(3)]

Investment Officer(s) shall attend at least 10 hours of instruction relating to the officer’s responsibility under the Act within 12 months after assuming duties. Thereafter, the Investment Officer shall attend investment training session not less than once every two years and receive not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by the City Council. [PFIA 2256.008- Local Governments]

B. Internal Controls

The Chief Financial Officer or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be

derived; and (2) the valuation costs and benefits require estimates and judgments by management. [PFIA 2256.005(m)]

Accordingly, the Chief Financial Officer or designee shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Avoidance of physical delivery securities.
5. Clear delegation of authority to subordinate staff members.
6. Written confirmation for telephone (voice) transactions for investments and wire transfers.
7. Wire transfer arrangement with the depository bank or third party custodian.

C. Monitoring Market Value

The Chief Financial Officer or designee shall monitor the market price of investments by checking the market value of all securities in the portfolio on a monthly basis and monitoring statements from financial institutions. The investment officer may seek a third party independent pricing source to determine the value of the portfolio. [PFIA 2256.005(b)(4)(D)]

D. Prudence

The standard of prudence to be applied by the Chief Financial Officer or designee shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” In determining whether the Chief Financial Officer or designee has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
2. Whether the investment decision was consistent with the written investment policy of the City.

The Chief Financial Officer or designee, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, providing that these deviations are reported immediately and that appropriate action is taken to control adverse developments. [2256.006 (a-b)]

E. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales or undertaking personal investment transactions with the same individual in which business is conducted on behalf of the City. [PFIA 2256.005(i)]

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

V. REPORTING

A. Monthly Reporting

The Chief Financial Officer or designee shall submit a signed monthly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the

most recent month, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the month in compliance with state law. [PFIA 2256.023]

B. Annual Report

Within 180 days of the end of the fiscal year, the Chief Financial Officer or designee shall present an audited annual report on the investment program and investment activity. This report may be presented along with the Annual Comprehensive Financial Report to the City Manager and City Council. [PFIA 2256.023]

C. Methods

The monthly investment report shall include management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be provided to the City Manager and City Council. The report will meet the requirements of Texas Government Code §2256.023(b) (4) and shall include the following:

1. A listing of individual securities held at the end of the reporting period.
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
3. Additions and changes to the market value during the period.
4. Average weighted yield to maturity of portfolio on entity of investments as compared to applicable benchmark.
5. Listing of investments by maturity date.
6. The percentage of the total portfolio which each type of investment represents.
7. Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.
8. For a pooled fund group, the report must contain a statement prepared in accordance with generally accepted accounting principles which includes the fully accrued interest for the reporting period.

VI. AUTHORIZED INVESTMENTS

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly. [PFIA 2256.005(b)(4)(A)]

A. Investments

Assets of the City of Mansfield may be invested in the following instruments: provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. [PFIA 2256.005(b)(4)(A)]

B. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities. [PFIA 2256.009(1)]
2. Direct obligations of the State of Texas and agencies thereof. [PFIA 2256.009(2)]
3. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or the United States of America. [PFIA 2256.009(4)]
4. Obligations of the State, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent. [PFIA 2256.009(5)]
5. Certificates of Deposit of state and national banks with a main office or branch in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured in compliance with the Public Funds Collateral Act and this investment policy. [PFIA 2256.010]
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Chief Financial Officer, other than agency for the pledged obligation. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal

Reserve, or a financial institution with a main office or branch in Texas. A Master Repurchase Agreement, or similar agreement, must be signed by the institution/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery versus payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 105 percent at the time funds are disbursed. [PFIA 2256.011]

7. Investment pools which meet the requirements of TEX.GOV.CODE §2256.016, provided the City Council has approved the specific pool. [PFIA 2256.016]
8. No-load money-market mutual funds that are registered and regulated by the Securities and Exchange Commission complies with Federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). The fund must conform to the requirements relating to the eligibility of investment pools. [PFIA 2256.014(a)]
9. No-Load mutual funds that are registered with the Securities and Exchange Commission, having an average weighted maturity of less than two years and is invested or secured in obligations described in 1 through 4 above. The fund must conform to the requirements relating to the eligibility of investment pools. [PFIA 2256.014(b)]

C. Not Authorized

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investments in the following investment securities: [PFIA 2256.009(b)(1-4)]

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

5. Commercial Paper, except that the City can invest in local government investment pools, and money market mutual funds that have commercial paper as authorized investments. These investment pools must meet the requirements of Article VI, Paragraph 7, 8, and 9.

D. Holding Period

The City of Mansfield intends to match the holding periods of investment funds with the liquidity needs of the City. In no case will the average maturity of investments of the City's funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years. [PFIA 2556.005(b)(4)(B)]

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve- month period.

E. Competitive Bidding

When selecting a new investment, at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates.)

VII. SELECTION OF BANKS AND DEALERS

A. Primary Depository

At least every five years, a primary depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA) [Local Government Code Chapter 105]. In selecting a depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer or designee shall conduct a comprehensive review of prospective depository's credit characteristics and financial history. The selection of a primary depository will be determined by evaluation of the "most advantageous" criteria during the RFA process, and may include the following selection criteria:

1. The ability to qualify as a depository for public funds in accordance with state law

2. The ability to provide requested information or financial statements for the periods specified
3. The ability to meet the minimum required items in the banking RFA
4. Complete response to all required items on the RFA form
5. Competitive net banking service cost, consistent with the ability to provide an appropriate level of service

B. Certificates of Deposit

The City is authorized to invest in certificates of deposit if the certificate is issued by a depository institution that has its main office or a branch in the state and is guaranteed or insured by the Federal Deposit Insurance Corporation and meets all other requirements of Sec. 2256.010 of the PFIA. [PFIA 2256.010]

C. Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York also known as the “Primary Government Security Dealers,” unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities which they are currently serving. [PFIA 2256.025]

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

1. Completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation;
2. Certification of having read the City’s investment policy signed by a qualified representative of the organization as defined by the State Statute [PFIA 2256.005(k)];
3. Acknowledgement that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

The investment officers are precluded from purchasing an investment from a representative who has not delivered the written information.

An annual review, and revisions when needed, of the broker/dealers who are deemed authorized to engage in securities transactions with the City will be conducted by the Chief Financial Officer or designee.

VIII. SAFEKEEPING AND CUSTODY

A. Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 105% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer or designee or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledge securities is adequate. [Local Government Code PFCA 2257.023]

B. Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps in gaining access to the collateral should the City of Mansfield determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Mansfield, the firm pledging the collateral, and the Trustee.

C. Collateral Defined

The City of Mansfield shall accept on the following as collateral:

1. FDIC.
2. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.

3. Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas.
4. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.
5. An irrevocable Federal Home Loan Bank Letter of Credit.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or designee or the City’s independent auditors.

E. Delivery vs. Payment

Treasury Bills, Notes, Bonds and Government Agencies’ securities and all investments except investment pool funds and mutual funds shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee’s records shall assure the notation of the City’s ownership of or explicit claim on the securities. The original copy of all safekeeping receipt shall be delivered to the City. [PFIA 2256.005(b)(4)(E)]

IX. INVESTMENT POLICY ADOPTION AND REVIEW

The City of Mansfield investment policy shall be adopted by resolution of the City Council. The Policy shall be reviewed for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. [PFIA 2256.005 (E)]



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6171

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Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

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

Requested Action

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

Recommendation

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

Description/History

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

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

Justification

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

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

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

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

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

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

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

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

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

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

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

Funding Source

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

Prepared By

Troy Lestina, Deputy City Manager/Chief Financial Officer; 817-276-4258

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 9TH DAY OF SEPTEMBER 2024.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

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

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

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

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

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

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

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

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

2.2. Contractor Compensation

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

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

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

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

2.3. Standard of Care; Nature of Relationship

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

2.4. Security Services

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

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

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

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

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

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

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

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

5. **AMENDMENTS**

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

6. **TERM**

This Agreement shall commence on October 1, 2024, (the “Effective Date”) and, unless terminated earlier in accordance with this Agreement, expire September 30, 2025 (the “Term”).

7. **RELEASE OF FUNDS TO CONTRACTOR**

7.1. **Procedure**

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

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

7.2. Work Reports

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

7.3. Insufficient District Funds

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

8. **CONTRACTOR LIABILITY**

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

12. INSURANCE

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

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

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

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

provision of Improvements and Services under this Agreement.

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

13. TAXES

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

14. PERMITS

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

15. CHARACTER OF WORK AND OPERATIONS

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

16. **ASSIGNMENT AND SUBCONTRACTING**

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

17. **DEFAULT**

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

18. **COOPERATION WITH THE CITY**

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

19. **BOOKS AND RECORDS; AUDITING RIGHTS**

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

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

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

20. **NOTICES**

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

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

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

21. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

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

22. **GOVERNMENTAL POWERS**

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

23. **NO WAIVER**

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

24. **VENUE AND JURISDICTION**

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

25. **NO THIRD PARTY RIGHTS**

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

26. **INTERPRETATION**

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

27. **CAPTIONS**

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

28. **ENTIRETY OF AGREEMENT**

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

29. **COUNTERPARTS**

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

Signature Page Follows

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

“City”
City of Mansfield

By: _____
Joe Smolinski, City Manager

Date: _____

ATTEST:

Susana Marin, City Secretary

“Contractor”
Neighborhood Management, Inc.

By: _____
Audrey Beard, Executive Vice President

Date: _____

2025 - 2029 Budget

EXHIBIT A

South Pointe PID

Year: 2025-2029

Notes: Budget based on a 10% increase on most items annually

	2025	2026	2027	2028	2029
4110 - PID Assessment	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
5104 - Administrative	\$ 600.00	\$ 660.00	\$ 726.00	\$ 798.60	\$ 878.46
5105 - Postage	\$ 500.00	\$ 550.00	\$ 605.00	\$ 665.50	\$ 732.05
5113 - Professional Management	\$ 31,200.00	\$ 32,488.00	\$ 33,788.00	\$ 35,139.00	\$ 36,545.00
5114 - Storage	\$ 500.00	\$ 525.00	\$ 550.00	\$ 575.00	\$ 600.00
5116 - Association Meetings	\$ 1,500.00	\$ 1,525.00	\$ 1,550.00	\$ 1,575.00	\$ 1,600.00
5181 - Audit and Accounting	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
5250 - Commercial Package Insurance	\$ 12,622.00	\$ 13,884.20	\$ 15,272.62	\$ 16,799.88	\$ 18,479.87
5251 - Directors' & Officers' Ins.	\$ 4,250.00	\$ 4,675.00	\$ 5,142.50	\$ 5,656.75	\$ 6,222.43
5255 - Fidelity (Crime) Insurance	\$ 200.00	\$ 220.00	\$ 242.00	\$ 266.20	\$ 292.82
5303 - Electricity	\$ 27,000.00	\$ 29,700.00	\$ 32,670.00	\$ 35,937.00	\$ 39,530.70
5305 - Water/Sewer - Irrigation	\$ 99,000.00	\$ 108,900.00	\$ 119,790.00	\$ 131,769.00	\$ 144,945.90
5401 - Pest Control	\$ 4,000.00	\$ 4,400.00	\$ 4,840.00	\$ 5,324.00	\$ 5,856.40
5405 - Pet Stations	\$ 19,400.00	\$ 21,340.00	\$ 23,474.00	\$ 25,821.40	\$ 28,403.54
5470 - Common Area Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5477 - Fence/Wall Repair & Maintenance	\$ 30,000.00	\$ 33,000.00	\$ 36,300.00	\$ 39,930.00	\$ 43,923.00
5480 - Electrical Repairs & Maintenance	\$ 5,000.00	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50
5505 - Porter Service	\$ 15,000.00	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50
5601 - Contract Landscape Maintenance	\$ 290,000.00	\$ 305,500.00	\$ 319,725.00	\$ 335,239.00	\$ 352,000.00
5602 - Additional Landscape Maintenance	\$ 25,000.00	\$ 27,500.00	\$ 30,250.00	\$ 33,275.00	\$ 36,602.50
5603 - Landscape Improvements	\$ 50,000.00	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00
5604 - Annual Color	\$ 11,073.00	\$ 12,180.30	\$ 13,398.33	\$ 14,738.16	\$ 16,211.98
5605 - Tree Maintenance	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00	\$ 80,525.00
5630 - Holiday Lights & Decorations	\$ 4,000.00	\$ 4,400.00	\$ 4,840.00	\$ 5,324.00	\$ 5,856.40
5650 - Irrigation Maintenance	\$ 65,000.00	\$ 71,500.00	\$ 78,650.00	\$ 86,515.00	\$ 95,166.50
5700 - Pond Maintenance	\$ 8,000.00	\$ 8,800.00	\$ 9,680.00	\$ 10,648.00	\$ 11,712.80
5710 - Pond Chemicals	\$ 3,000.00	\$ 3,300.00	\$ 3,630.00	\$ 3,993.00	\$ 4,392.30
5750 - Fountain	\$ 35,000.00	\$ 38,500.00	\$ 42,350.00	\$ 46,585.00	\$ 51,243.50
6000 - Contingency Fund	\$ 125,825.00	\$ 90,636.50	\$ 143,142.35	\$ 285,315.97	\$ 463,936.56
Income Accounts Total:	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
Expense Accounts Total:	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.97	\$ 1,572,452.35
Difference:	\$ -	\$ -	\$ -	\$ (0.00)	\$ (0.00)

EXHIBIT B

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

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



ADDENDUM A

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

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6173

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Requested Action

Approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Description/History

The city has determined that it is economically feasible to redeem some of its current outstanding obligations for debt service savings. The savings will amount to approximately \$1,253,793.

The outstanding bonds have a par amount of \$5,000,000, Series 2016CO and Series 2016 GO Refunding Taxable. The existing term of the current debt is not being extended. The average interest of the existing bonds being redeemed is 4.84%. The average maturity of the existing bonds being redeemed is 5.162 years.

Note - amounts are expected and subject to change based on actual results of the sale.

Justification

The City of Mansfield, Texas is creating opportunities for savings by redeeming debt prior to its maturity date.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund - I&S portion of the ad valorem tax rate as adopted by the City Council.

Prepared By

Troy Lestina, 817-276-4258

RESOLUTION. _____**RESOLUTION OF THE CITY OF MANSFIELD, TEXAS CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION AND DEFEASANCE; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO**

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

WHEREAS, the City of Mansfield, Texas (the “City”), has previously issued and there are currently outstanding certain obligations more particularly described as follows: (i) “City of Mansfield, Texas General Obligation Refunding Bonds, Taxable Series 2016” (the “2016 Bonds”) and (ii) “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016” (the “2016 Certificates,” and together with the 2016 Bonds, the “Obligations”); and,

WHEREAS, the Obligations were each authorized, sold and delivered subject to the right of the City to redeem and defease the respective Obligations prior to maturity, as provided in the respective ordinances authorizing the issuance of such Obligations; and,

WHEREAS, City Council of the City (the “City Council”) hereby finds and determines that a portion of the outstanding Obligations (as specifically identified on **Schedule I** hereto, such obligations to be hereinafter referred to as the “Defeased Obligations”) should be redeemed and defeased prior to their maturities on February 15, 2025 (the “Redemption Date”) and in the manner hereinafter provided and in accordance with the requirements prescribed therefore; and,

WHEREAS, U.S. Bank National Association (the “Paying Agent”) currently serves as the paying agent/registrar for each series of the Defeased Obligations; and,

WHEREAS, the City is authorized accomplish the redemption and defeasance of the Defeased Obligations by depositing with the Paying Agent available funds of the City in amounts sufficient to provide for the defeasance of the Defeased Obligations and their redemption on the Redemption Date; and,

WHEREAS, the City Council, in accordance with this Resolution, will deposit funds in an amount sufficient to fully pay all principal and interest due and owing on the Defeased Obligations on or before the Redemption Date; and,

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to call for redemption and defease the Defeased Obligations and that the Defeased Obligations shall be redeemed on the Redemption Date; and,

WHEREAS, the meeting at which this Resolution is considered 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 by Chapter 551, Texas Government Code, as amended.

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

SECTION 1.

RECITALS. The City Council hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.

SECTION 2.

AUTHORIZED OFFICER. The Chief Financial Officer is hereby designated as an “Authorized Officer” of the City, and is hereby authorized, appointed and designated as the officer or employee of the City authorized to act on behalf of the City in carrying out the procedures specified in this Resolution.

SECTION 3.

DEFEASANCE AND REDEMPTION OF THE DEFEASED OBLIGATIONS, DEPOSIT WITH THE PAYING AGENT, NOTICE OF REDEMPTION AND DEFEASANCE.

(a) The City Council has found and determined that sufficient funds are available for the purpose of defeasing the Defeased Obligations in an amount sufficient to pay all of the principal of and interest on the Defeased Obligations on the Redemption Date. The City Council finds and determines that it is in the best interest of the City to use such additional funds to defease the Defeased Obligations, as set forth on Schedule I attached hereto, and the City Council hereby directs the Defeased Obligations to be defeased and called for early redemption on their Redemption Date, at the redemption price set forth in Schedule I.

(b) The Paying Agent for the Defeased Obligations is hereby directed to mail the appropriate notice of redemption as required by the ordinances authorizing the issuance of the Defeased Obligations and to file the appropriate notice of defeasance on of the Defeased Obligations on the Electronic Municipal Market Access (“EMMA”) web filing system promulgated by the Municipal Securities Rulemaking Board within ten (10) days of the deposit of funds pursuant to (c) below and to file the notice of redemption of the Defeased Obligations on EMMA when such notice of redemption is transmitted to the bondholders prior to their Redemption Date.

(c) The Authorized Officer is directed to arrange for the transfer of the funds to the Paying Agent in the amount sufficient to pay the principal amount of and interest thereon that is necessary to accomplish the defeasance of the Defeased Obligations on the Redemption Date. Such transfer shall be made on or before the Redemption Date.

(d) To satisfy in a timely manner all of the City’s obligations under this Resolution, the Chief Financial Officer and all other appropriate officers and agents of the City (each, an “Authorized Officer”) are hereby authorized and directed to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Defeased Obligations, including, without limitation, paying any fees or expenses required in connection with the defeasance and/or redemption and executing and delivering on behalf of the City all certificates, consents,

receipts, requests, and other documents as may be necessary to direct the application of funds of the City consistent with the provisions of this Resolution.

SECTION 4.

NO PERSONAL LIABILITY. No recourse shall be had for payment of principal of or interest on any Defeased Obligations or for any claim based thereon against any member of the City Council or employee of the City.

SECTION 5.

SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Resolution nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 6.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval.

SECTION 7.

NOTICE TO PAYING AGENT. The Defeased Obligations are hereby called for redemption, on their Redemption Date and upon the deposit made pursuant to Section 3(c) above, shall be defeased. The Paying Agent for the Defeased Obligations is hereby directed to make appropriate arrangements so that the Defeased Obligations may be redeemed on their Redemption Date.

SECTION 8.

This Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

Resolution No. _____

24-6173

Page 4 of 4

ATTEST:

Susana Marin, City Secretary,

SCHEDULE I

[See Attached Schedule]

2025 Partial Cash Defeasance

City of Mansfield, Texas

Combination Tax & Revenue Certificates of Obligation, Series 2016

Summary Of Bonds Refunded

Issue	Outstanding Par	Maturity Date	Coupon	Bonds to be called	Call Date	Call Price
2016 CO Final	635,000	2/15/2026	5.000%	270,000	02/15/2025	100.000%
2016 CO Final	665,000	2/15/2027	5.000%	280,000	02/15/2025	100.000%
2016 CO Final	695,000	2/15/2028	5.000%	185,000	02/15/2025	100.000%
2016 CO Final	735,000	2/15/2029	5.000%	570,000	02/15/2025	100.000%
2016 CO Final	775,000	2/15/2030	5.000%	290,000	02/15/2025	100.000%
2016 CO Final	815,000	2/15/2031	5.000%	300,000	02/15/2025	100.000%
2016 CO Final	850,000	2/15/2032	5.000%	320,000	02/15/2025	100.000%
2016 CO Final	895,000	2/15/2033	5.000%	335,000	02/15/2025	100.000%
2016 CO Final	940,000	2/15/2034	5.000%	355,000	02/15/2025	100.000%
2016 CO Final	995,000	2/15/2035	5.000%	375,000	02/15/2025	100.000%
2016 CO Final	1,045,000	2/15/2036	5.000%	395,000	02/15/2025	100.000%
Subtotal	\$9,045,000		-	\$3,675,000	-	-
			-	-	-	-
2016 GO Ref Taxable Final	425,000	2/15/2026	3.430%	425,000	02/15/2025	100.000%
2016 GO Ref Taxable Final	440,000	2/15/2027	3.610%	440,000	02/15/2025	100.000%
2016 GO Ref Taxable Final	460,000	2/15/2028	3.710%	460,000	02/15/2025	100.000%
Subtotal	1,325,000		-	\$1,325,000	-	-
Total			-	\$5,000,000	-	-



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6178

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Work Authorization 1 Between the City of Mansfield, Texas and Archer Western Construction, LLC. in an Amount Not to Exceed \$7,281,338.00 to Furnish and Deliver the Membrane System and Ancillary Equipment; 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)

Requested Action

Consider the Resolution approving Work Authorization 1 to Furnish and Deliver the Membrane System and Ancillary Equipment to Archer Western Construction, LLC. for an amount not to exceed \$7,281,338.00 (Utility Fund).

Recommendation

Staff recommends approval.

Description/History

Project No. 28 in the 2019 Water Master Plan is the Capital Improvements project to expand the Bud Ervin Water Treatment Plant (BEWTP) from 45 million gallons per day (MGD) to 60 MGD capacity production of potable water. This project is funded primarily through a \$50,000,000 bond issuance.

Resolution 3972-23 and Resolution 3973-23 issued January 23, 2023 authorizes the contract to Plummer and Associates, Inc. for the design of the BEWTP Phase V Expansion from 45 MGD to 60 MGD and authorizes the Construction Manager-at-Risk (CMAR) delivery method. Resolution 4106-23 issued on October 23, 2023 approves the award of the CMAR contract to Archer Western Construction, LLC.

Archer Western Construction, LLC. solicited proposals, defined as Bid Package 1, from Aria Filtra (Pall) and H2O Innovations/Nanostone to provide costs and scope of supply of equipment. Bid Package 1 proposals were received, opened, and read aloud in a public forum on August 2, 2024.

The proposals from Bid Package 1 have been evaluated by Plummer and Associates, Inc. in coordination with Archer Western Construction, LLC. and City of Mansfield's Engineering Services and Public Works Departments. Plummer and Associates, Inc. provided a recommendation to award the proposal submitted by Aria Filtra (Pall) on August 23, 2024 defined by Bid Item A.3 to provide the full buildout membrane production capacity to 33.41 MGD. This selection will increase the BEWTP production capacity from 45 MGD to 63 MGD,

which is 3 MGD additional production capacity above the expected Master Planned anticipated capacity limit of 60 MGD.

This Work Authorization directs Archer Western, LLC. to select Aria Filtra's Bid Item A.3 proposal from the Bid Package 1 evaluation and selection. The requested funds of \$7,281,338.00 include equipment to be supplied at \$6,470,000.00, the contractually obligated CMAR Fee of \$517,600,000.00 at 8%, the contractually obligated bonds and insurance costs of \$99,638.00 at 1.54%, and a CMAR Contingency Allowance of \$194,100.00.

Justification

This early-out package has a long lead time (up to 54 weeks) and must be selected early to allow engineering design to move forward, as this is the largest component of the project. The total cost for Work Authorization 1 is within budget for the overall project and will be rolled into the final Guaranteed Maximum Price (GMP) when design is complete. Engineering Services and Public Utilities staff recommends Work Authorization 1 award to Archer Western Construction, LLC.

The Executive Director of Public Works will attend the meeting to answer Council's questions.

Funding Source

The funding source will be from the Utility Construction Fund.

Prepared By

Luke Goralski, Utility Engineer, 817-276-4234

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING WORK AUTHORIZATION 1 BETWEEN THE CITY OF MANSFIELD, TEXAS AND ARCHER WESTERN CONSTRUCTION, LLC. IN AN AMOUNT NOT TO EXCEED \$7,281,338.00 TO FURNISH AND DELIVER THE MEMBRANE SYSTEM AND ANCILLARY EQUIPMENT; 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)

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 has previously selected Archer Western Construction LLC. as the Construction Manager at Risk (CMAR) for the delivery of the Bud Ervin Water Treatment Plant Phase V Expansion; and,

WHEREAS, the City has publicly advertised and requested competitive bid proposals through Archer Western Construction, LLC. to furnish and deliver the membrane system and ancillary equipment; and,

WHEREAS, all bid proposals were received, opened and publicly read aloud on August 2, 2024 ; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the membrane system and ancillary equipment be furnished and delivered at the earliest possible date; and,

WHEREAS, after review of all bids received, City staff believes that the best value bid proposal selection is that of Aria Filtra (Pall); and,

WHEREAS, funding for these contracts is available from the Utility Fund.

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

SECTION 1.

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

SECTION 2.

A Work Authorization with Archer Western Construction, LLC., in an amount not to exceed Seven Million Two Hundred Eighty-One Thousand Three Hundred Thirty-Eight Dollars

and No Cents (\$7,281,338.00) furnish and deliver the membrane system and ancillary equipment 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.

That this Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



PLUMMER

August 23, 2024

Mr. Jeff Price
Executive Director of Public Works
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

Re: City of Mansfield
Bud Ervin Water Treatment Plant – Phase V Expansion
Proposal Package 1 – Membrane Equipment
Recommendation of Award

Dear Mr. Price:

On Friday, August 2, 2024, two proposals from membrane system suppliers were received, opened, and read aloud on a public virtual call (including Archer Western Contractors, Plummer, and the City of Mansfield staff) for the above-referenced proposal package. The cost and capacity portion of the proposals were as follows:

Bid Item	Aria Filtra		H2O Innovation/Nanostone	
	Capacity (MGD)	Amount Bid	Capacity (MGD)	Amount Bid
A.1 – Four (4) New Racks	13.36	\$3,640,000	16.00	\$6,698,545
A.2 – 30 MGD Expansion	30.07	\$5,560,000	34.00	\$11,168,415
A.3 – Buildout Expansion	33.41	\$6,470,000	41.20	\$13,746,880

This equipment package was advertised as an evaluated proposal package (including cost and non-cost evaluation criteria) by the City’s Construction Manager At Risk (CMAR), Archer Western. The project team met on August 14, 2024, to evaluate the proposals.

Plummer has reviewed both proposals and finds both to be complete. Plummer evaluated the proposals and developed a thorough cost and non-cost evaluation of each proposal that was presented to the City, which included considerations for capital costs, anticipated O&M costs, module and system performance, warranty terms, and aftermarket support offerings based on information provided in the proposals and information collected through coordination with the suppliers prior to the equipment bid. The final scoring for the proposal evaluation prepared by the City is presented below:

Parameter	Points Possible	A.1 - 4 New Racks		A.2 - 30 MGD Expansion		A.3 - Buildout Expansion	
		Aria Filtra	H2O/Nanostone	Aria Filtra	H2O/Nanostone	Aria Filtra	H2O/Nanostone
Cost Scoring	600	--	--	--	--	--	--
Cost of Work per million gallons (70%)	420	407	386	387	362	420	400
LCC per million gallons (30%)	180	180	173	151	147	163	164
Non-Cost Scoring	400	298	250	318	293	344	339
Total Score	1000	885	809	856	802	927	904

The City's scoring shows that Aria Filtra's Bid Item A.3 has the highest total score. Plummer completed a separate scoring evaluation, and Plummer's final scoring also shows Aria Filtra's Bid Item A.3 offering as the highest scoring option. According to the final scoring, Aria Filtra's buildout expansion offers the best value to the City of the expansion options proposed by both vendors as it relates to the capital and O&M costs and membrane system capacity associated with each. Therefore, Plummer recommends awarding **Aria Filtra's Bid Item A.3** and authorizing Archer Western to enter into a contract with Aria Filtra on the City's behalf for the amount of the Total Base Bid of \$6,470,000.00.

Please call me if you have any questions. We look forward to continuing working with you and Archer Western on this exciting project for the City.

Sincerely,

PLUMMER ASSOCIATES, INC.



Marshall Plunk, P.E.



Work Authorization 1

Furnish/Deliver Membrane System and Ancillary Equipment



Archer Western Construction

A Member of the Walsh Group

September 4, 2024

City of Mansfield
1200 East Broad St.
Mansfield, TX 76063

Re: CMAR – City of Mansfield BEWTP – Phase V

Subject: Work Authorization 1 – Furnish and Deliver Membrane System and Ancillary Equipment

Dear Mr.Price,

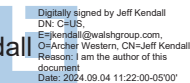
Please find the following Proposal for the above referenced project for your review.

This proposal is generated from the Membrane Package proposals received 8/2/24 and submitted per the information contained within the specific Proposal Packages, along with the Plans and Specifications created for the same.

Early membrane procurement was necessary to continue remaining plant expansion design. This first Work Authorization is for \$7,281,338.00 and is specifically for Package 1 and associated CMAR fees per Article 8 of the Contract.

Upon your review, Archer Western’s Team is readily available to meet with you for detailed discussion and evaluation of the information provided in this proposal. If there are any questions during your initial review, please do not hesitate to contact me at jkendall@walshgroup.com or 817-829-0546.

Sincerely,

Jeff Kendall 

Jeff Kendall
Project Executive
Archer Western Construction, LLC

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- CLARIFICATIONS & ASSUMPTIONS, WITH ALLOWANCE AND EXCLUSIONS LIST

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- WORK AUTHORIZATION-1 DETAIL REPORT

TAB 5 – PROGRESS SCHEDULE (CPM)

- TO BE PROVIDED WITH WORK AUTHORIZATION-2

**EXECUTIVE SUMMARY
OF WORK
AUTHORIZATION-1**

Executive Summary:

The following documents represent the Work Authorization-1 Proposal for the BEWTP – Phase V Project. It consists of Proposal Package 1. This proposal is generated from the Membrane Equipment proposals received 8/2/24 and submitted per the information contained within the specific Proposal Package, along with the Plans and Specifications created for the same.

Scope of Work

This package is for the furnishing and delivery of a full buildout for a new Membrane System for the Phase V Expansion Project. For Proposal Package 1, Aria Filtra and H2O Nanostone were the two vendors vetted. In a combined workshop of Plummer, City of Mansfield, and AW, Aria was deemed Aria Filtra was deemed to be the best value for Mansfield.

The “all in” price for this Work Authorization-1 Proposal is \$7,281,338.00 and includes a 3% contingency per the contract. Contingency items will be used at the discretion of the Team and as approved by Mansfield. This proposed cost is based on the Contract Documents identified in Tab 2 and the clarifications, assumptions, and other documents provided in Tab 3. Further details on cost and schedule can be found in Tabs 4 and 5 respectively.

The Work Authorization-1 Proposal includes our current anticipated baseline schedule which will be adjusted as discussed in Work Authorization-2, once we complete evaluations of the electrical gear and equipment lead times.

**CONTRACT
DOCUMENTS for WORK
AUTHORIZATION-1**

**List of Drawings
List of Specifications**

Contract Drawings Specific to this Proposal dated 2/20/24 as follows:

M-400H, M-400C, M-401H, M-401C, M-410H, M-410C, M-411H, M-411C, M-450H, M-450C, PID-001, PID-002, PID-003H, PID-300C, PID-004H, PID-004C, PID-005H, PID-005C, PID-006H, PID-006C, and PID-007.

Contract Specifications Specific to this Proposal as follows:

<p>Division 00 & 01: General Requirements</p> <p>00 21 13 Instructions to Proposers</p> <p>00 22 00 Evaluation Criteria</p> <p>00 42 00 Bid Proposal</p> <p>00 74 00 Special Conditions</p> <p>01 33 00 Supplier’s Submittals</p> <p>01 40 00 Quality Requirements</p> <p>01 42 00 References</p> <p>01 43 33 Manufacturers’ Field Services</p> <p>01 60 00 Product Requirements</p> <p>01 70 00 Execution Requirements</p> <p>01 75 00 Starting and Adjusting</p> <p>01 78 23 Operation and Maintenance Data</p> <p>01 78 36 Warranties</p> <p>01 79 00 Demonstration and Training</p> <p>01 80 01 Membrane System Performance Testing</p>	<p>Division 05 - Metals</p> <p>05 50 00 Miscellaneous Metal Fabrications</p> <p>05 50 01 Anchorages</p> <p>Division 09 – Finishes</p> <p>09 90 00 Painting and Protective Coatings</p> <p>Division 40: Process Interconnections</p> <p>40 00 00 Common Work Results for Process Interconnections</p> <p>40 00 01 Piping System, Basic Materials and Methods</p> <p>40 05 19 Piping System, Ductile Iron Pipe</p> <p>40 05 23 Piping System, Stainless Steel Pipe</p> <p>40 05 31.10 Piping System, PVC and CPVC Pipe</p> <p>40 05 51 Common Requirements for Process Valves</p>
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- 40 05 57.23 Pneumatic Actuators (Rack and Pinion Type)
- 40 05 64 Butterfly Valves
- 40 05 65 Check Valves
- 40 05 91 Common Control Panel Requirements for Process Equipment
- 40 05 93 Common Motor Requirements for Process Equipment
- 40 05 96 Common Large Motor Requirements for Process Equipment

Division 43 – Process Gas and Liquid Handling, Purification, and Storage Equipment

- 43 22 10 Common Requirements for Pumps
- 43 22 20 Mechanical Equipment Testing
- 43 23 14 Horizontal Split Case Centrifugal Pumps
- 43 23 31.17 Horizontal End Suction Pumps
- 43 23 31.19 Vertical Non-Self Priming Multistage In-Line Centrifugal Pumps
- 43 41 45 Fiberglass Reinforced Plastic Tanks

Division 46 – Water and Wastewater Equipment

- 46 33 00 Chemical Feed Equipment
- 46 61 33.13 Microfiltration and Ultrafiltration Membrane Equipment
- 46 61 73 Automatic Self-Cleaning Strainers

Appendices

- Appendix A in Package 1: Bid Plan Sheets (For Reference Only)
- Appendix A on CivCast: General and Supplementary Conditions
- Appendix B on CivCast: AW’s Sample Contract Agreement
- Appendix C on Civcast: Phase IV Plan Sheets

Addenda

- Addendum 1 on 7/10/24
- Addendum 2 on 7/19/24
- Addendum 3 on 8/2/24

VARIATIONS, SUBSTITUTIONS, and CLARIFICATIONS

Contract Document Clarifications and Assumptions for Work Authorization-1

Clarifications:

#	Section	Paragraph	Specification Statement	Comment
1	40 05 23	3.1.F	Bolting: Type 316 Stainless Steel, ASTM A320, Grade B8M hex head bolts and ASTM A194 Grade 8M washers	The MSS is providing 18-8 Stainless Steel bolts, washer and nuts
2	40 05 51	2.2.K	Fasteners for flanged valves shall be as follows: Comply with pipe joining material requirements of Division 40 Section 40 05 01, "Piping Systems, Basic Materials and Methods"	The MSS is providing 18-8 Stainless Steel bolts, washer and nuts
3	40 05 51	2.5.E.2	Manufacturers	The MSS is providing Apollo Series 76F two piece stainless steel ball valves. These valves meet the NSF-61 requirements of the specification
4	40 05 57.53	1.3A.4	All fasteners and hardware shall be Type 316 stainless steel.	The MSS is providing 18-8 stainless steel bolts, washer and nuts.
5	40 05 57.53	2.2.C.1.a	Open/Close actuators shall be provided with NEMA-4 rated electric solenoid valves as required by the MF/UF MS Supplier.	MSS has standardized on using IP65 rated solenoid valves. Please allow the MSS's standard.

6	40 05 57.53	1.1.A.2	For skid-mounted systems the MS Supplier shall furnish and install on-skid satinless steel or plastic air tubing with Swagelok fittings, connections, taps, pressure switches, electrical devices, wiring, pressure gages and terminations necessary for a complete system and shall also install the valves with valve actuators. Each actuator shall also have an isolation stainless steel ball valve provided at each branch air line to the actuator and a filter/pressure regulator mounted on the inlet to each actuator.	The MSS is providing John Guest Push-In fittings for pneumatic tubing connections. The MSS is providing Parker MVV309-4 Nylon Body Push-In connection valves for this application. The existing installed control air pressure regulators will be used to control the air pressure to the valves.
7	40 05 91	2.1.1	The manufacturer shall produce and install on each panel, an Arc Flash Warning Label listing the various Flash Hazard Protection Boundaries, calculated from NFPA 70E, Annexes, as listed below:	This is calculated on site by the site electrician. Per NFPA the MSS is not required to calculate this. Please place the responsibility for this with the "Contractor".
8	40 05 57.53	2.4.A	All actuators shall include a filter/regulator unit mounted on the air supply to the actuator.	MSS utilizes a common air supply pressure regulator in the main air piping and also utilizes a particulate/coalescing air filter upstream of each solenoid valve manifold that provides control air for valve actuation. Please allow the MSS's standard.

Items Excluded:

- Sales tax

Allowance/Contingency Items:

3% Contingency included as defined under Tab 4

COST OF WORK BREAKDOWN

Tab 4 – Work Authorization 1 – Furnish and Deliver Membrane System and Ancillary Equipment – Summary of Costs

Bid Item	Prosper	Description	Price
1	Full Buildout of Membrane System Capacity	Base Bid for 33.41 MGD Aria Filtra Full Buildout of Membrane System. Also included: Performance, Payment, and Maintenance Bonds	\$6,470,000.00
		<u>Subtotal (Cost of Work)</u>	\$6,470,000.00
		CMAR Fee – 8%	\$517,600.00
		Bonds & Insurance	\$99,638.00
		<u>Total</u>	\$7,087,238.00
		CMAR Contingency Allowance – 3% of Cost of Work	\$194,100
		<u>Total Cost w/ Contingency</u>	<u>\$7,281,338.00</u>

PROGRESS SCHEDULE

TAB 5 – Work Authorization 1 – Membrane Equipment Milestone Schedule

Item	Milestone	Anticipated Delivery
1	First Submittal	5-6 Weeks from Purchase Order
2	Second Submittal	7-8 Weeks from First Submittal Approval
3	Equipment Ready to Ship	36-40 Weeks after Release to Manufacturer (sent upon approval of second submittal)
4	Commissioning Completed	9-12 Weeks after Installation Completed
5	Acceptance Testing Completed	10-12 Weeks after Commissioning Completed



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6182

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract with LandTec Engineers, LLC in an Amount not to Exceed \$277,125.00 for Construction Materials Engineering, Testing Services and Special Inspections for the Service Center Expansion and New Animal Care Offices Project; Finding that the Meeting at which this is Approved is Open to the Public as Required by Law; and Declaring an Effective Date

Requested Action

Staff is requesting approval for a PSC for materials testing and other related services for the Service Center Expansion and New Animal Care Offices Project.

Recommendation

Staff and the City's project control team, Peak Program Value, LLC, recommend approval.

Description/History

The City approved the Guaranteed Maximum Price Amendment with Steele and Freeman, the CMAR, on August 26th, 2024, transitioning the Service Center Expansion and New Animal Care Offices Project into construction. Material and special testing is required for construction projects of this scale for steel, concrete, structural masonry, soil testing, and more. It is best practice for the material and special testing firm to be independent and experienced.

Justification

Chapter 17 of the International Building Code details requirements for materials and special testing.

Funding Source

Building Construction Fund, Utility Fund

Prepared By

Matt Jones, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH LANDTEC ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$277,125.00 FOR CONSTRUCTION MATERIALS ENGINEERING, TESTING SERVICES, AND SPECIAL INSPECTIONS FOR THE SERVICE CENTER EXPANSION AND NEW ANIMAL CARE OFFICES PROJECT; FINDING THAT THE MEETING AT WHICH THIS IS APPROVED 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 Service Center Expansion and New Animal Care Offices Project is utilizing the Construction Manager at Risk (CMAR) delivery method; and,

WHEREAS, the City approved the Guaranteed Maximum Price Amendment with Steele and Freeman, the CMAR, on August 26th, 2024, transitioning the Service Center Expansion and New Animal Care Offices Project into construction; and,

WHEREAS, Materials Engineering, Testing Services, and Special Inspections are required by Chapter 17 of the International Building Code; and,

WHEREAS, LandTec is an independent and experienced materials and geotech testing company; and,

WHEREAS, funding for the contract is available from the Building Construction Fund 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 Professional Services Contract with LandTec Engineers, LLC, in an amount not to exceed \$277,125.00 for the Materials Engineering, Testing Services, and Special Inspections for the Service Center Expansion and New Animal Care Offices Project, is approved.

SECTION 3.

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

SECTION 4.

This Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

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

ARTICLE IV.
TIME FOR COMPLETION

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

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

ARTICLE V.
REVISIONS OF SCHEMATIC DRAWINGS

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

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

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all

services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

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

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

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

ARTICLE IX. INSURANCE

A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim.
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

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

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;
 3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;
 4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
 5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or

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

ARTICLE XI.
NO DAMAGES FOR DELAYS

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

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

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

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

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

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

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or

subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL's or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

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

ARTICLE XV.
SUCCESSORS AND ASSIGNS

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

ARTICLE XVI.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, or agents for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code

ARTICLE XVII.
INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's negligent act or omission of PROFESSIONAL, its officers, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas,

without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII.
SEVERABILITY

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

ARTICLE XIX.
INDEPENDENT CONTRACTOR

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

ARTICLE XX.
DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

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

ARTICLE XXII.
ENTIRE CONTRACT

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

the Parties, including Exhibit “A”. In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

**ARTICLE XXIII.
APPLICABLE LAW**

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

**ARTICLE XXIV.
DEFAULT**

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

**ARTICLE XXV.
HEADINGS**

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

**ARTICLE XXVI.
NON-WAIVER**

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

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without

written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XXIX.
CONSTRUCTION OF CONTRACT

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

ARTICLE XXX.
NOTICES

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

If intended for City, to:

City of Mansfield
Attn.: **Kristen Petree**
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4260

If intended for Professional, to:

LandTec Engineers
Attn: **Thomas D. Baker, Principal Engineer**
3906 Interstate 20 West
Arlington, TX 76017
817-572-2818

ARTICLE XXXI.
PRIVATE LAND ENTRY

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

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

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

[Signature Page Follows]

EXECUTED this the _____ day of **September**, 2024, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Name: **Matt Jones**
Title: **Assistant City manager**

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
LandTec Engineers

By: *Thomas D Baker*
Name: **Thomas D. Baker**
Title: **Principal Engineer**

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

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

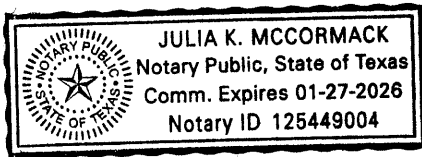
Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 5th day of September, 2024, by Thomas D. Baker, Principal of Land Tec Engineers, LLC.



Julia K McCormack
Notary Public in and for the State of Texas



Geotechnical & Environmental Engineering
Construction Materials Testing
Laboratory Testing

Proposal No. 4679
August 21, 2024

Kristen Petree
City of Mansfield
Management Analyst
kristen.petree@mansfieldtx.gov

**RE: Proposal for Construction Materials Engineering & Testing Services and Special Inspections
Mansfield's Animal Care & Control and Service Center
Mansfield, Texas**

Dear Kristen:

In accordance with your request, we are pleased to submit the following proposal and cost estimate to provide Construction Materials Engineering, Testing Services and Special Inspection for the Animal Care & Control and Service Center project in Mansfield, Texas.

We are providing this proposal based on the understanding that LandTec Engineers has been selected to perform the CMT services listed herein based on qualifications submitted, therefore complying with the Texas Board of Professional Engineers, Engineering Practice Act. LandTec Engineers Professional Engineering Firm No. is F-000329. If this proposal is being considered based on a competitive bid process, LandTec will consider this proposal void and withdraw it from consideration.

Information provided to prepare this proposal included the Project Manual and 100% Bid/Permit Plan set dated May 8, 2024, prepared by Quorum Architects. It is our understanding that the project consists of two structures, Animal Care & Control building and the Service Center building. The Animal Care & Control building is to be approximately 25,000 square feet single story structural steel and CMU building supported by drilled belled piers and a slab on void or crawl space foundation. The Service Center is to be approximately 34,000 square foot pre-engineered metal building with a belled pier supported slab-on-grade foundation on a moisture conditioned building pad.

Plans were provided via email and downloaded August 15, 2024. At the time of this proposal, a construction schedule prepared by Steele & Freeman dated August 5, 2024, was also provided via email and downloaded on August 15, 2024.

LandTec's Basic Scope of Services for Construction Materials Engineering and Testing services are described in "Basic Scope of Services" attached herein.

The basis for our Cost Estimate for Construction Materials Engineering and Testing is based only on LandTec's estimate of durations for each work item using previous experience with projects of similar size and type of construction as noted on the cost estimate sheet (attached). Once a construction schedule is available, we will review our initial estimates against the construction schedule and revise the estimates, as necessary.

Client and LANDTEC may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. The services provided by LANDTEC will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

COMPENSATION

LANDTEC proposes to perform the "Basic Scope of Services" outlined herein on a **Time and Materials Basis at an estimated cost of \$277,125.00**. The attached Cost Estimate sheet presents the estimated number of hours, tests, transportation, report preparation and review time for the construction project. The spreadsheet also presents the unit rates for the various activities.

These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated workforce requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us with a greater degree of confidence in the overall project estimate, rather than in any given task.

This proposal and cost estimate is valid for 90 calendar days from the date indicated on the first page of the proposal.

AUTHORIZATION

We appreciate the opportunity to submit this letter agreement and look forward to providing construction materials engineering, testing and Special inspection services. If additional information is needed or if you have questions, please call.

Please indicate your approval by signing one copy of the proposal and returning it to us. Any modifications to the attached language must be accepted by both parties.

Sincerely,



G. Scott Graves, P.E., M.Eng.
Sr. Geotechnical Engineer



Thomas D. Baker, P.E., RPLS
Principal Engineer

LANDTEC ENGINEERS

Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation

*Texas Board of Professional Engineers and Land Surveyors
PE Firm No. F-000329 / RPLS Firm No. 100956-00*

Distribution by PDF: Kristen Petree – City of Mansfield
Chris Squadra – Peak Program Value, LLC
Scott Brown – Peak Program Value, LLC

Attachments: Basic Scope of Services
Cost Estimate
Terms & Conditions
GBA Statement

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached “General Terms and Conditions” (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Please indicate your approval by signing one copy of the proposal and returning it to us.

CITY OF MANSFIELD

By: _____ (Signature)

Name: _____ (Please Print)

Title: _____

Date: _____

LANDTEC ENGINEERS

BASIC SCOPE OF SERVICES

The following paragraphs and attachments detail our Basic Scope of Services and Estimated Cost for the construction materials engineering, testing and Special Inspection coordination of field technicians and related engineering review of testing for the project. The required "Special Inspections" will be completed per the Special Inspection Program, as defined in the Construction Documents.

- Serve as the project Geotechnical Engineer of Record (GER) per the Special Inspections Specification.
- Special Inspections: The Geotechnical Engineer of Record will provide inspection service during foundation installation including earthwork, moisture conditioning, drilled pier deep foundations, structural concrete, structural steel, and masonry.
- Inspection and Materials Testing Services Per Specifications to be provided by the project's architect and structural engineer.
- The Project Specifications list items requiring Special Inspections per International Building Code (IBC) 2021.
- Provide experienced engineering technicians to perform on site and laboratory testing services.
- Provide an experienced Project Manager under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas) to provide oversight and coordination of the engineering technician's daily work, review test data, review test report submittals and prepare Special Inspection reports and letters.
- Under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas), LandTec's administrative staff will distribute reports to personnel as determined by the Client.
- The Geotechnical Engineer of Record will provide final acceptance reports for each category tested at the completion of the project in accordance with the City of Arlington requirements.

Based on our current understanding of the proposed construction project, LANDTEC proposes the following Basic Scope of Services. The estimated number of days for LandTec to be on site is listed and is the basis of our cost estimate.

Soils Observation and Testing (General Site Grading / Moisture Conditioning / Paving Subgrade / Utility Backfill)

LandTec will provide testing on a periodic basis for earthwork, moisture conditioning, utility backfill and paving subgrade. LandTec will perform applicable laboratory tests for each source of fill material. LandTec will observe the subgrade, soil placement, lift, thickness,

and compaction of soils and fills and test for moisture and density. In-place moisture-density (compaction) tests will be taken in each 6-to-8-inch lift of compacted fill material using a moisture density gauge. Tests will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately three tests per lift for general earthwork and paving subgrade. Tests taken for moisture conditioning will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately two test per lift and utility backfill will be taken at a rate of one test per approximately 150 linear feet per lift.

Utility Trenches: Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 200 linear feet of trench backfill each lift, with a minimum of two tests per lift. Tests will be performed for the sanitary sewer; storm drain and water lines.

Pavement Subgrade: Observation and testing of the pavement subgrade will include use of a Troxler nuclear density gauge to determine the moisture and density of the subgrade, and verify it is compacted as per the specifications. Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 5,000 square feet, with a minimum of two tests per section. Gradation tests will also be performed on the prepared subgrade once the chemical additive is applied at the rate of approximately one per three compaction tests.

Moisture Conditioning: Standard Proctor and classification tests will be performed for the on-site soils proposed for fill. In-place moisture-density (compaction) tests will be taken in each 8 to 12-inch lift of compacted fill material using a Troxler nuclear density gauge. Tests will be taken at a frequency of approximately one test per 2500 to 5,000 square feet with approximately two tests per lift. Swell tests will be taken at the rate of approximately one test per lift in areas of moisture conditioned soils.

All fill soils placed on lots must be placed at a compaction of 93 to 98 percent and to a moisture content of +5 and above of optimum moisture placed in 8 to 12-inch loose lifts.

Pre-Construction Meeting - LandTec recommends a pre-construction meeting at the site with representatives of the earthwork contractor, civil engineer, and LandTec. Items to cover include surveying requirements, locating the area on the lots to be moisture conditioned including the limits to moisture condition beyond the building pad, depth of moisture conditioning as per the Geotech Report and the limits for poly sheeting on the pad.

Surveying - The earthwork contractor should be responsible for hiring a surveyor with experience working on residential construction projects. We recommend the moisture conditioning part of the earthwork operation be surveyed by conventional methods rather than using GPS equipment on the dozer or track hoe. Surveying records should be developed and provided to the developer, civil engineer, and geotechnical engineer of record upon request.

- Locating and staking the lots to be moisture conditioned including staking the area to be excavated within the recommended limits beyond the house foundation. Setting grade stakes for depth of excavation, checking, and verifying the depth of excavation once the excavation is made prior to any backfilling.

- Setting grade for topping out the building pad, prior to the placement of the polyethylene sheeting, allowing for the 8 to 12 inches (maximum) of cover soil over the sheeting. Placement of more than 8 to 12 inches of cover is not allowed.
- Staking the limits of polyethylene sheeting per the developer/home builder requirements, verifying the sheeting extends over the area of moisture conditioned soils, and providing survey of the final limits of the poly sheeting.
- Checking to determine that final pad grade is established, drainage swales are shaped to the design grade and verifying that all grades are per the civil engineers grading plan.
- LandTec is not responsible for the location and depth of moisture conditioned work, and the location of poly sheeting. The earthwork contractor is responsible for these items.

Drilled Belled Pier Deep Foundations

Per Special Inspection Requirements, an engineering technician will observe the construction of drilled piers including the reinforcing steel cage, bearing material, depth, cleaning of the pier hole, removal of subsurface seepage, installation, and removal of temporary steel casing (if required), preparation of the pier log and placement of structural concrete. Samples of plastic concrete will be obtained for slump measurements and casting of compressive strength specimens. Structural concrete will be sampled each approximate 100 cy or fraction thereof. Observation and testing will be performed on a “continuous” basis.

Concrete Reinforcement & Cast-in-Place Concrete Testing and Inspection

An experienced engineering technician will observe the size, spacing, cover, positioning and grade of the steel as well as verify the bars are free of deleterious material. The technician will also check bar laps and splices to determine they are adequately tied and supported. Observation of reinforcing steel will be performed on a “periodic” basis.

Per Special Inspection Requirements, an ACI certified engineering technician will test the concrete for compressive strength, slump, air content and temperature for all concrete placed including slabs, walls, and paved areas. Samples of plastic concrete will be obtained for slump measurements, air and temperature, and casting of compressive strength specimens. Concrete will be sampled each 50 to 100 cy or fraction thereof for slump and a set of cylinders (5 each) will be cast and tested per each 50 to 100 cy or fraction thereof. The cylinders will be tested with one cylinder at 7-days, three at 28 days, and one held in reserve. Testing and observation of concrete placement will be performed on a “continuous” basis.

Structural Steel

Per Special Inspection requirements, Structural steel inspections will be conducted on-site using structural plans and specifications and approved shop drawings provided by the contractor. During steel erection, "periodic" visits will be made to the site as scheduled by the contractor to visually inspect the installation and tightening of high strength bolts on bearing type connections. Inspectors are to verify size, length, and location of welds at the completion of welding on a continuous basis.

Inspectors will also visually inspect on a continuous basis, single pass fillet welds, floor and deck welds, and shear connections. The inspector will inspect the steel frame for compliance with structural drawings including bracing, member configurations and connection details. During steel erection, continuous inspection will be performed for complete and partial penetration welds, multipass fillet welds and single pass fillet welds greater than 5/16".

The General Contractor (GC) and Architect or Structural Engineer will need to confirm that "a qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC Certified Plant, Category STD at the time of bid" was purchased.

Our scope of services and cost estimate do not include inspection of structural steel at the fabrication plant. If the GC has not selected a steel fabricator and plant for this project, LandTec can provide a scope and cost estimate for fabrication plant inspection services.

Structural Masonry & Grout

Per Special Inspection Requirements, an experienced engineering technician will be responsible for the inspection of the construction of mortar joints, reinforcement placement and structural elements. An experienced engineering technician will also be responsible for the inspection of grout to ensure the grouting area is clean, placement of reinforcement, and grout placement. Grout will be sampled each day and a set of prisms (4 each) will be cast; the prisms will be tested for compressive strength with one at 7-days, two at 28 days, and one held in reserve. Testing and observation of masonry will be performed on a "periodic" basis.

Sprayed Fire-Resistant Material

Our field personnel will observe the fireproofing material spray-applied to the building frame. Thickness, density, and bond strength tests will be performed on the fireproofing material.

ADDITIONAL SERVICES / EXCLUSIONS

The following services are not included in the *Basic Scope of Services* and will be considered as *Additional Services* when required or requested:

- Additional hours or trips for the engineering technician beyond the specific hours/trips detailed on the attached spreadsheets.
- Additional engineering, site visits, report review and preparation time beyond what is outlined in Basic Scope of Services and detailed on the attached spreadsheets.
- Additional testing beyond that outlined in *Basic Scope of Services* on the attached spreadsheets due to changes in testing or inspection requirements by the City.
- The services of specialty sub consultants or other special outside services other than those described in *Basic Scope of Services*.
- Any other services not specifically included in *Basic Scope of Services* and on the attached spreadsheets.

This proposal does not include the following testing.

- Inspection of precast elements for this project which are cast off-site. Precast is typically inspected by an independent local testing agency hired by the precast company in the city where the precast is made.
- Testing contractor-built concrete masonry units
- Inspection and/or testing of MEP equipment
- Roofing
- Envelope Analysis
- Pressure testing or other types of testing on utility lines. Typically performed by the plumber or subcontractor/ general contractor.
- And any other items not specifically listed in Basic Scope of Services.

GENERAL INFORMATION

Requests for testing should be made a minimum of 24 hours in advance of work being performed. It is the contractor's responsibility to contact LandTec to schedule testing services. The contractor should not schedule testing services with the on-site engineering technician.

**Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation**

- Email dispatch: Ann Long at along@landteceng.com and Julie McCormack at jmccormack@landteceng.com
- Or you can call dispatch at 817-572-2818 during regular business hours between 8:00 am and 5:00 pm (central time zone).

The request should indicate the specific testing and/or observation services needed including type of testing (earthwork, concrete, rebar, structural steel, etc.), location, name, and mobile phone number of the onsite contact person. Technicians are not randomly sent to project construction sites to determine if the contractor and/or sub-contractors are working and if testing services are needed.

The General Contractor's Superintendent or Quality Control Representative should oversee and verify construction personnel follow the project plans and specifications for each of the construction items. Pre-construction and regular construction meetings are recommended prior to the start of each phase of work to review the contractors' schedule, work planned for a particular week and the anticipated need for testing services.

Tests will be conducted in all areas designated by the contractor's superintendent to be ready for testing at the time LandTec's testing representative is on site. Field test results will be given verbally to the Superintendent. Test reports will be submitted after the results are reviewed by the project geotechnical/materials engineer.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, employees, or agents of the contractor. LandTec Engineers does not have the obligation or authority to stop Contractor's work. Neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the work.

LandTec will not be responsible for the job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The term "Observation, Observe" is defined based on consultant's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

The term "Inspect, Inspection" is defined as visual determination of conformance with specific requirements.

The term "Test(s), Testing is defined as measurement, examination, and other activities to assess the characteristics of performance of materials.

The term "Certification" is defined as the consultant's expression of a professional opinion based upon the services consultant performed. A certification does not constitute a warranty or guarantee, either express or implied.

COMPENSATION

The actual cost for Construction Materials Engineering and testing services is dependent on several items which are beyond LandTec's control.

- The contractor's rate of work and how the work is sequenced
- Quantity of equipment and experience of personnel on site
- Delays due to shortage of construction workers
- Delays in concrete delivery and/or cubic yards of concrete placed per day
- Weather conditions impacting daily work and the overall schedule

If unforeseen circumstances should arise which indicate that more time is required, LandTec will provide a written estimate of additional required time and cost. LandTec will not proceed with work beyond the estimated amount indicated on the spreadsheets without a written authorization from the client. Charges to the project will be made for actual time spent on the project at the rates indicated on the cost estimate.

Notes for the cost estimate are as follows:

1. Field test rates are charged per test in addition to technician hourly rates.
2. A minimum of four hours' technician time and transportation charge will be billed for each call out, sample or specimen pickup.
3. A minimum of five concrete cylinders (per ACI) will be charged for each concrete placement.
4. Overtime rates are 1.5 times the regular rate for hours worked over 8 hours per day or hours before 7:00 AM and/or after 5:00 PM. Lab and field services performed on Saturday, Sunday and holidays will be charged at 1.5 times the regular rate.
5. Additional tests not included in this proposal will be quoted upon request.

Invoices are detailed as to date and type of sampling, test, observation, etc., and will be submitted monthly. Payment is expected within 30 days or less of the invoice date.

Important Information about Quality Assurance

The Geoprofessional Business Association (GBA) prepared this advisory for the exclusive use of GBA-Member Firms that provide construction materials engineering and testing (CoMET) services. CoMET consultants and other geoprofessional-service firms become members of GBA to enhance their business abilities, so they can provide superior service to their clients and other project-team members.

Understand the Difference between Relying on Something and Having a Right To Rely on Something.

When you rely on something, you use it to help you achieve your intended outcome. For example, you may rely on a GPS “navigation” device for guidance on getting from point A to point B. As it so happens, however, any number of unforeseeable circumstances can make following the device’s guidance problematic, and – for that reason – you rely on GPS devices *at your own risk*. However, were the manufacturer to grant you a *right* to rely on the device’s guidance, the manufacturer could be held liable if the device failed to fulfill its purpose, no matter why, and you were damaged as a result.

Like other professionals, CoMET consultants give their clients the right to rely on their instruments of professional service, meaning that CoMET consultants could be liable to a client if their data, findings, or recommendations failed to fulfill their purpose. CoMET consultants and their clients identify that purpose in their contract, to help prevent misunderstandings and use of CoMET “deliverables” for purposes they were not intended for. Most such contracts also include a scope of service that spells out exactly what a CoMET consultant will do to achieve the client’s purpose. When that purpose is quality assurance (QA) – a real-time assessment of the degree to which a constructor is achieving

the specified conditions the constructor has agreed to achieve – the “proper” scope of CoMET service is whatever the client decides is proper to achieve its own, specific needs and risk-management preferences: how many tests, observations, and inspections the CoMET consultant will perform; the specific tests, equipment, and personnel required; and where and when they will be applied. CoMET consultants can provide guidance about these issues, but owners make the decisions.

All other things being equal, the extent to which a client should rely on a QA report is determined by the scope of QA service. For example, if a client authorizes CoMET personnel to spend no more than 30 minutes observing the construction of a retaining wall that takes ten days to build, the CoMET consultant should advise its client that its report has limited value; that the client should not rely on the report to judge such things as the constructor’s compliance with specifications, code requirements, and standards.

If You Have Not Been Formally Authorized To Rely on a CoMET QA Report, Do Not Rely on It.

If you are an authorized representative of the CoMET consultant’s client, the client/CoMET-consultant contract gives you formal authority to rely on a QA report. If you are not an authorized representative, you can become one by requesting authorization – the right to rely on the report(s) – from the CoMET consultant and the CoMET consultant’s client. In considering whether or not to grant authorization, the CoMET consultant will consider the extent to which the scope designed to achieve the client’s purpose might achieve yours as well. Obviously, the CoMET consultant – being a professional – does not want you to rely on findings, data, or recommendations that are inadequate for your needs. As you probably are aware, however, some third parties

– parties other than the two that entered into the client/CoMET-consultant contract – rely on a report nonetheless, even though it was not prepared for them or to address their needs, and even though they have not been granted a right to rely on the report. ***This is a dangerous practice*** that is closely akin to relying on someone else’s prescription medications because your symptoms seem similar. There’s a lot more than symptoms to consider (like medical history, allergies, age) and the results of not considering them – or not having a qualified professional consider them – could be fatal. And bear in mind that neither the CoMET consultant nor the CoMET consultant’s client can be held liable for the consequences of a third-party’s unauthorized reliance.

Recognizing the Difference between Quality Assurance (QA) and Quality Control (QC) Can Help All Parties Avoid Misunderstandings.

Quality assurance (QA) and quality-control (QC) are fundamentally different services. Owners, design professionals, and other project principals use QA to assess constructors’ performance in general; constructors apply QC to *ensure* they meet *every project requirement* they are contractually obligated to meet. As such, effective QC is not limited to ensuring compliance with specifications using CoMET procedures. It also includes activities like qualifying subcontractors, reviewing subcontractors’ bids and submittals, and providing competent jobsite supervision. Some constructors perform outstanding QC. Some perform little or no QC at all, creating an obvious risk *they must bear on their own*. When that risk materializes, however; when a constructor is required to demolish and then replace something it built improperly, it’s not at all uncommon for the constructor to look for another party to blame, so it can use litigation or the threat of litigation to extract a “contribution” to reduce its loss. The project’s CoMET QA consultant is often the target in such instances, and so must defend a claim that it owed a duty to the constructor because the constructor had a legal right to rely on the CoMET consultant’s QA report, even though the constructor was never granted that right by either the CoMET consultant or the consultant’s client. Or maybe the constructor will allege the QA consultant should be responsible because its field representatives were on site performing QA services and failed to notify the constructor that it had made a mistake, even though the field representatives never had an opportunity to see the mistake. Once the claim is filed, the CoMET consultant notifies its professional liability insurance (PLI) carrier and the carrier, in turn, assigns lawyers to “take

it from here,” a process that often results in new claims and counterclaims, and years of drag-on litigation. Through contract language or otherwise, owners should make it known that, while other parties they select may review CoMET QA reports, ***no other party is authorized to rely on those reports and neither the CoMET consultant nor its client shall bear liability for the consequences of another party’s decision to ignore clear warnings.***

The Scope of QA Services May Differ from Project Specifications.

Clients’ unique needs and preferences can result in variances from requirements set forth in the contract documents. As such, a CoMET consultant may be required to perform sampling, testing, observation, or inspection more or less frequently than required by the contract documents, or not at all, at the client’s discretion.

CoMET Consultants Deal with Noncompliance as Required by Their Contract.

Although a CoMET consultant’s QA contract may require it to notify a constructor’s representative of a noncompliance – i.e., a constructor’s failure to comply with project requirements – the CoMET consultant will perform additional services *only* if the client representative authorizes them. Additional services often include observing correction of the noncompliance and/or performing follow-up sampling, testing, observation, or inspection. CoMET consultants track the fees involved closely, permitting their clients to back-charge appropriate parties.

CoMET Consultants Owe a Duty of Care Only to Authorized Parties.

Because CoMET services are performed under the direction of a licensed engineer, CoMET consultants owe a duty of care to any party that could foreseeably be injured or damaged by their professional acts. Because the only parties that have a legal right to rely on QA reports are those formally authorized to do so, and because this notice (possibly among others) informs other parties of that fact and the dangers created by unauthorized reliance, those that have been formally authorized to rely on a CoMET consultant’s QA report(s) are the only parties that could foreseeably be injured or damaged by a negligent error in a CoMET consultant’s QA report. As such, *nothing* in a CoMET consultant’s QA reports relieves a constructor from achieving the project requirements it contractually agreed to achieve.

Do Not Misapply a Review-Only, Courtesy Copy.

If the CoMET consultant's client has directed the CoMET consultant to provide to certain other parties review-only, courtesy copies of a QA report, each such report is subject to all conditions stated in this advisory notice. Unless you or your employer has been formally authorized to rely on this QA report, realize that *relying on a QA report prepared for someone else creates severe risks that must be borne solely by the party that chooses to ignore this warning.*

Overall Conditions Are Inferred. Inferences Are Not Guarantees.

Findings derived from sampling, testing, observation, and inspection indicate conditions only at the exact locations where the sampling, testing, observation, or inspection was performed, and only at the time it was performed. ***Do not infer that findings associated with a given location and time can be relied on to indicate conditions at other locations or times;*** i.e., a test result indicating that a sample complies or fails to comply with specifications *does not mean* that the entire work subject to that requirement complies or fails to comply with specifications. Even when a CoMET consultant provides its services on a full-time basis, it cannot assess all project conditions. Sampling is far from failsafe. CoMET consultants cannot guarantee the existence of conditions they can only infer to exist.

Do Not Assume That Conditions Found Will Stay the Same.

Conditions existing at a given location and time may change, sometimes overnight, because of natural or manmade events. If the project's progress is interrupted by a project suspension or similar circumstance, and/or if the project site is affected by an earthquake, landslide, mudslide, flood or other natural event, and/or if unanticipated construction activity occurs, ***confer with the CoMET consultant to learn if its QA report is still reliable.***

Standards Complied with Are Those That Are Referenced.

CoMET consultants perform some of their sampling, testing, observation, and inspection in strict or general compliance with certain generally accepted standards. The CoMET consultant usually identifies these standards in its contract and/or reports. ***Do not assume the CoMET consultant has conformed to standards that are not identified, or that strict compliance and general compliance are the same.*** If these issues are a concern to you, obtain clarifications from your CoMET consultant.

The Sampling and Testing Locations Shown Have Been Approximated.

Sampling and testing locations, dimensions, depths, and elevations indicated in a CoMET consultant's QA report or shown on sketches are approximations based on information furnished by others or estimates made in the field by the CoMET consultant's field representatives.

A CoMET Consultant's Field Representatives Have a Strictly Limited Role on Site.

The project-site services of a CoMET consultant's field representatives are limited *solely* to obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. Do not for any reason assume that a CoMET consultant's field representatives are somehow responsible for construction management, direction of construction, site safety, supervision of others' personnel, provision of professional guidance or recommendations, or any other activity or service beyond obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. If you have any questions or concerns about this issue, confer with your CoMET consultant.

CoMET Consultants Are Not Authorized To Accept or Reject Constructors' Work or To Modify Requirements.

CoMET consultants engaged to perform QA services have no responsibility or right to accept or reject a constructor's work or to stop construction activities. As such, no action or statement of a CoMET consultant's field representatives can alter any requirement of the project plans, project specifications, or codes applicable to the project, or any contractual agreement between two parties.

Special Inspections Are Not QA Services

The International Building Code, a model building code used throughout North America, defines “Special Inspection” as “the required examination of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.” Because the applicable building code may incorporate some or all IBC requirements, Special Inspection requirements included in the construction documents are subject to procedures and processes established by the jurisdiction involved. And because Special Inspections are

often required to obtain a building permit and certificate of occupancy for a project, conforming to local requirements and documenting that conformance are essential. In most jurisdictions, the building official must authorize a CoMET consultant to serve as a Special Inspection agency, and only the owner or the owner’s representative – as opposed to a constructor – may retain that agency.

Contact Your GBA-Member CoMET Consultant for Assistance.

Confer with your GBA-member CoMET consultant if you have any questions about issues discussed in this document.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Item #	Description	Total Cost
LandTec Engineers		
Scott Graves - sgraves@landteceng.com - 817-572-2818		
	Materials Testing Proposal + Reimbursables	
1	Subtotal - Materials Testing Proposal Tab - Animal Care Service Center	27,175.00
2	Subtotal - Hourly Services Tab	163,925.00
3	Subtotal - Reimbursables Tab	28,325.00
4	Additional Material Testing for Quality Management	57,700.00
	Total Material Testing Proposal	277,125
	Other Contract Multipliers	
5	Standard Overtime Multiplier for Proposed Hourly Rates	1.50
6	Sunday and Holiday Overtime Multiplier for Proposed Hourly Rates	1.50
7	Proposed Markup on Subcontractor Invoices	0.00
8	Proposed Markup on Subcontractor Reimbursables	0.00

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
Soil & Aggregate						
1	Compaction, Standard Proctor (ASTM D-698) (each)	6	EA	215.00	1,290.00	
2	Compaction, Modified Proctor (ASTM B-1557) (each combination)		EA		-	
3	Compaction, Proctor Check Point (each)		EA		-	
4	Moisture Content/Visual Classification (On Site)		EA		-	
5	Swell/Consolidation (On Site)	60	EA	75.00	4,500.00	
6	Field Resistivity (On Site)		EA		-	
7	Dry Density (On Site)		EA		-	
8	Falling Head Permeability Test		EA		-	
9	Contact Head Permeability Test		EA		-	
10	Preliminary Geotechnical Report				Excluded	Completed
11	Final Geotechnical Report				Excluded	Completed
12	Inplace (Nuclear) Density Test		EA		-	
13	Natural Density & Moisture Content Determination (each)		EA		-	
14	Relative Density (ASTM B-2049) (each)		EA		-	
15	Atterberg Limit Determination (ASTM D--423 & 424) (each) D 4318	6	EA	90.00	540.00	
16	Direct Shear (Quick Test)		EA		-	
17	Unconfined Compressive Strength Test (ASTM B-2166) (each)		EA		-	
18	California Bearing Ratio (ASTM D-1883)(1 Point)		EA		-	
19	California Bearing Ratio (ASTM D-1883)(3 Point)		EA		-	
20	Water Soluble Sulfate Content Determination (Laboratory Test & Engineering Only)		EA		-	
21	PH Level Determination, Incl. Lab. Test & Eng. (each)		EA		-	
22	Organic Content Determination, incl. Lab. Test & eng. (each)		EA		-	
23	Grain Size (gradation) Analysis (ASTM D-422) (each) (6 1/4 to #200)		EA		-	
24	Standard Sieve Analysis to Sieve Size #200 (each)		EA		-	
25	Less than 1.5" to Sieve Size #200 (each)		EA		-	
26	Percent less than Sieve Size #200 (each)	6	EA	70.00	420.00	
27	Specific Gravity Determination (ASTM D-854) (each) (soil/cement)		EA		-	
28	Sand Equivalent Determination (ASTM B-2049) (each)		EA		-	
29	"R" Value Determination (ASTM 2844) (each)		EA		-	
30	Hydrometer Analysis (with Gradation)		EA		-	

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
Concrete						
31	Cast Concrete Compression (Cylinder) Test	600	EA	25.00	15,000.00	
32	Concrete, Slump Test	600	EA	-	-	
33	Concrete, Air Content	600	EA	-	-	
34	Concrete, Flexural (Beam) Test (each)		EA		-	
35	Concrete, On-site Swiss Hammer Test (each), exclude operator.		EA		-	
36	Concrete, Cement Content Determination (ASTM D-2901) (each)		EA		-	
37	Concrete Sample Site Coring to Include: 2 Samples Max 8" Thick (Incl. Travel, Equip, etc.)		EA		-	
38	Additional Cost for Each Cored Sample, Max 8" thick (each)		EA		-	
39	Concrete Cored Sample Testing to Include: Compressive Testing, Sample Lab Prep, Test & Eng. (each)		EA		-	
39.A	Core Strength (2" to 6" dia, Coring and Trimming Extra)			w/Above	w/Above	
39.B	Core Density			w/Above	w/Above	
40	Floor Flatness/Floor Levelness Testing		EA		-	
41	Concrete, Mix Design Review				By Others	
Masonry						
42	Grout Cylinder Casting and Testing (min. 3 cyl/set) (set)	80	EA	45.00	3,600.00	
43	Masonry Mortar Cube Sampling and testing (min. 3 cubes/set) (set)		EA		-	
44	Masonry Grouted Prism Compression Testing, (incl lab. Prep, testing & eng.)		EA		-	
45	Masonry UngROUTED Prism Compression Testing, same as above (prism)		EA		-	
46	Masonry UngROUTED Hollow Block Compr., Test., same as above (3ea./set)		EA		-	
Steel						
47	Steel, Structural Weld Visual Inspection & Reporting		EA		-	
48	Steel, Structural Weld Moment Connections, to Include:		EA		-	
47.A	Steel, Structural Weld Magnetic Particle Testing (per ASTM E709)		EA		-	
47.B	Steel, Structural Weld Test Reporting (per AWS D1.1/M)		EA		-	
49	Steel, Reinforcing Bar Visual Inspection & Reporting		EA		-	
50	Steel, High Strength Bolt Tension Test		EA		-	
51	Steel, Architectural Steel (AESS) Visual Inspection/Reporting (One Location)		EA		-	
Asphalt						
52	Asphalt, Marshall Test (incl. 3 specimens) (each)		EA		-	
53	Asphalt Content (each)		EA		-	

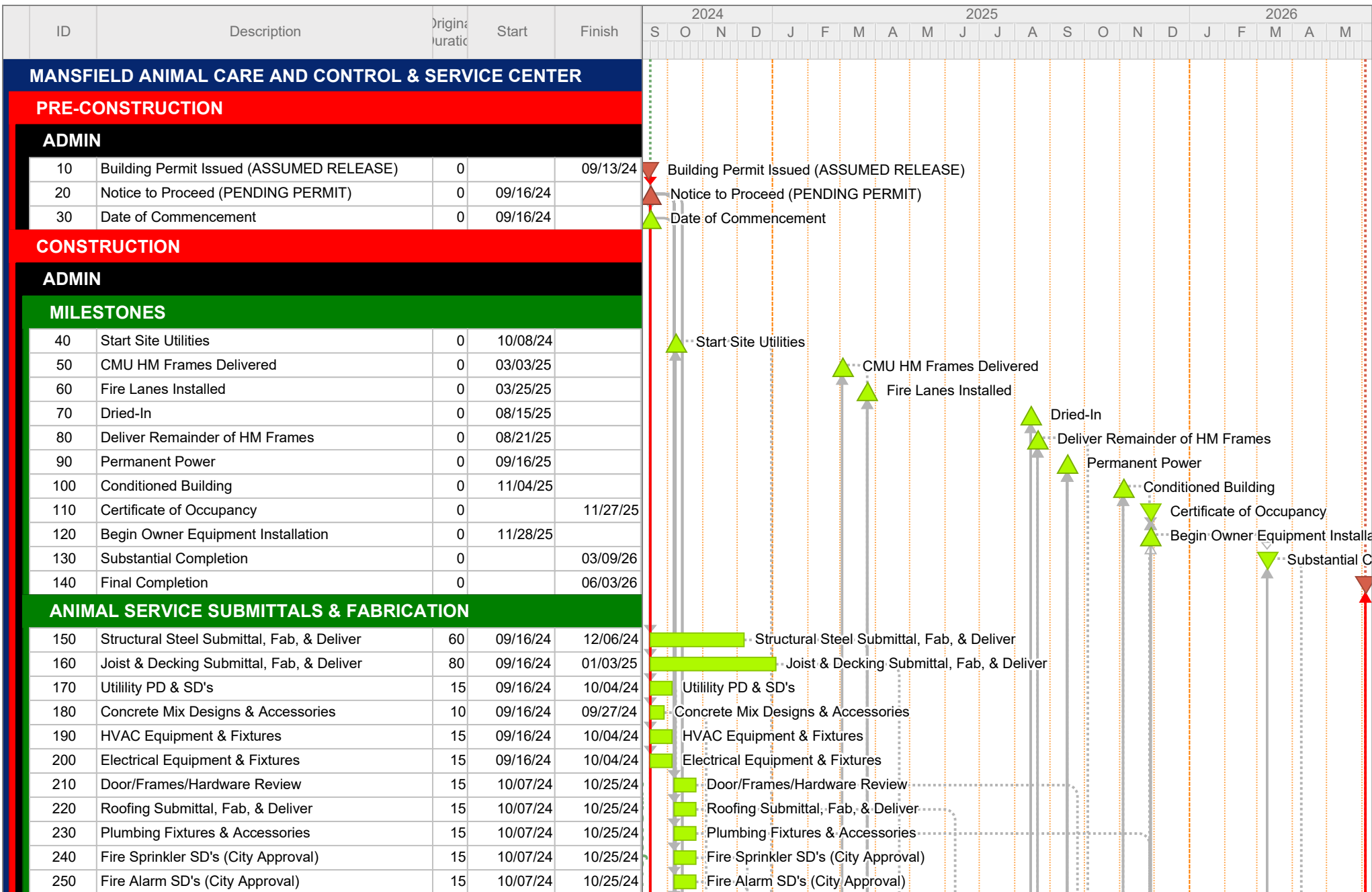
Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
54	Asphalt Content Gauge Calibration		EA		-	
55	Asphalt Cold Feed Gradation		EA		-	
56	Fractured Faces		EA		-	
57	Maximum Specific Gravity (Rice)		EA		-	
58	Asphalt Inplace Density		EA		-	
59	Asphalt Density Gauge Core Correction		EA		-	
60	Asphalt Stability, VTM, VMA		EA		-	
61	Lottman		EA		-	
62	Asphalt Marshall Mix Design Review		EA		-	
63	Asphalt, Plant Mix Base Content		EA		-	
64	Asphalt Gradation - Plant Mix Cold Feed		EA		-	
65	Asphalt Plant Mix Base Density		EA		-	
66	Asphalt, Moisture Susceptibility Test		EA		-	
67	Bitumen Content - Ignition Oven		EA		-	
68	Bitumen Content & Gradation		EA		-	
69	Core Density (Already Trimmed)		EA		-	
70	Volumetric Testing (3 Points w/Rice)		EA		-	
Other Services to be Provided to Meet All Project Requirements (Not Shown Above)						
71	Soil Stabilization Field Gradation	15	EA	25.00	375.00	
72	Soil Stabilization Depth Check	30	EA	25.00	750.00	
73	Structural Steel Inpsection Material Fee	5	EA	60.00	300.00	
74	Fireproofing Density & Adhesive Bond Test	5	EA	80.00	400.00	
Subtotal Proposed Material Testing Costs					27,175	

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Principal, President, CEO		HR		-
2	Principal Engineer, Registered Professional Engineer		HR		-
3	Senior Project Engineer, Registered Professional Engineer	85	HR	175.00	14,875.00
4	Senior Project Geologist		HR		-
5	Project Engineer, Registered Professional Engineer		HR		
6	Project Geologist		HR		-
7	Staff Engineer	90	HR	125.00	11,250.00
8	Site Project Manager, Engineer or Geologist		HR		-
9	Site Project Engineer, Engineer or Geologist		HR		-
10	Site Staff Engineer, Engineer or Geologist		HR		-
11	Site Geologist, Geologist or (CET) Certified Engineering Technician		HR		-
12	Engineering Technician, Soil & Concrete Testing and Site Observation	870	HR	70.00	60,900.00
13	Engineering Technician, Soil & Concrete Testing and Site Observation (OT)	160	HR	105.00	16,800.00
14	Senior Engineering Technician GET	345	HR	75.00	25,875.00
15	Senior Engineering Technician GET (OT)	120	HR	112.50	13,500.00
16	Engineering Technician, Laboratory Testing and Reporting		HR		-
17	Project Controls & Technical Support	155	HR	60.00	9,300.00
18	Administrative Support	155	HR	60.00	9,300.00
19	Certifited Welding Inspector	25	HR	85.00	2,125.00
20	Certifited Welding Inspector (OT)		HR		-
	Subtotal for Staff Time at Above Hourly Rates				163,925.00

Note: Office and Site Engineering are to be included in Exhibit C - Material Testing and Lab Fees

City of Mansfield's
Special Inspections & Materials Testing
Mat Testing - Reimbursables

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Mileage - Auto	295	EA	60.00	17,700.00
2	Mileage - Truck w/Testing Equipment		MILES		-
3	Mileage - Standard Drilling Rig		MILES		-
4	Lodging and Per Diem Costs for Above, if Applicable		DAY		-
5	Laboratory Equipment/Expense		LS		-
6	Add Any Other Proposed Items Here & Below (Show Qty = 1 and Unit Cost)				-
7	Moisture Density Gauge	85	EA	125.00	10,625.00
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
	Subtotal Proposed Reimbursable Expenses				28,325.00

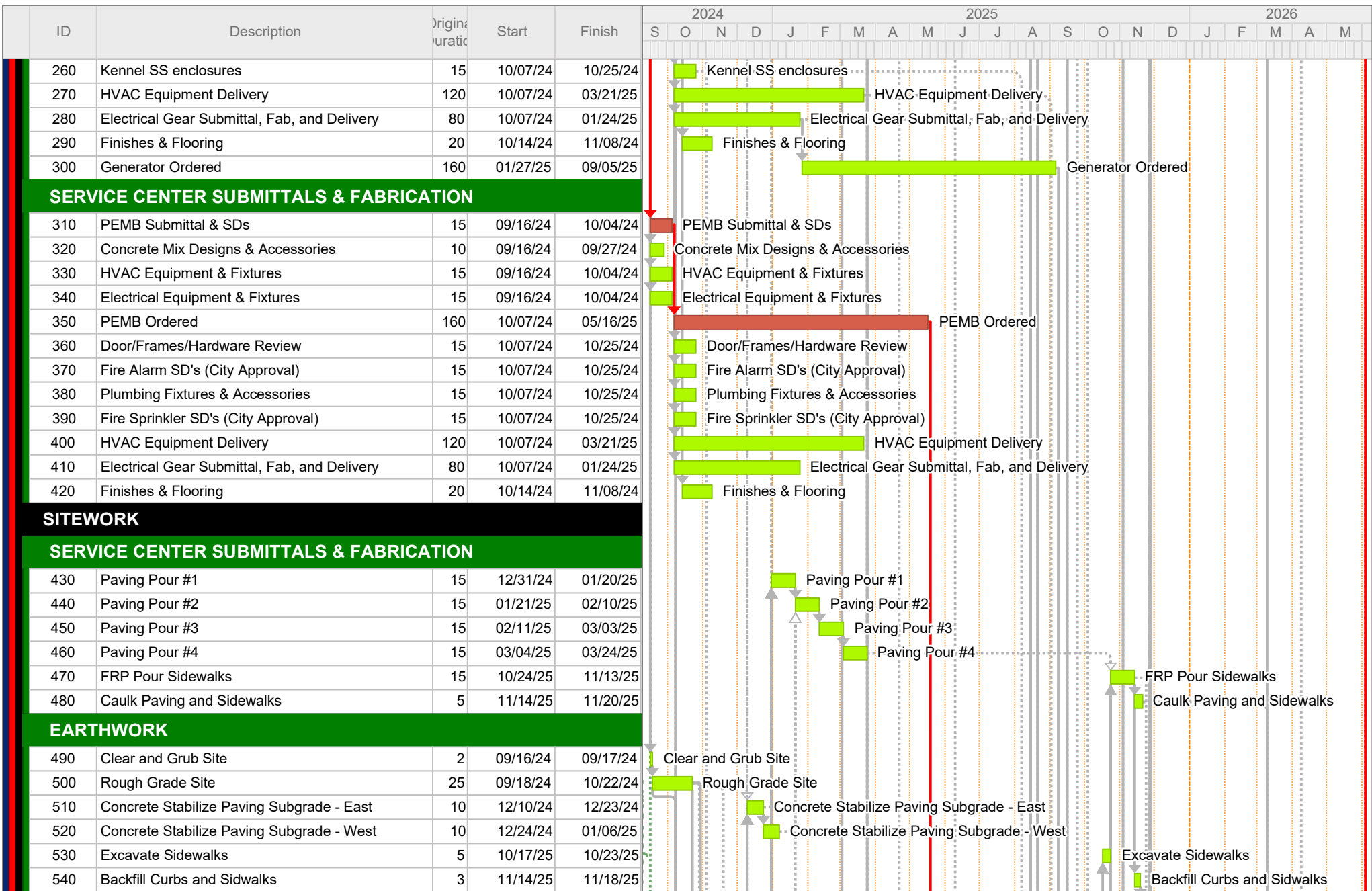


Data Date: 08/05/24

**Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit B - Project Schedule**



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS



Data Date: 08/05/24

**Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit B - Project Schedule**





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6185

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Negotiate, Finalize and Execute a Management and Operations Agreement with Kemper Sports Venues and REV Sports Management, LLC for the Mansfield Sports Park; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (General Fund)

Requested Action

Consider Approving Resolution

Recommendation

Staff recommends approval of this resolution

Description/History

On September 11, 2023, the City terminated the existing Maintenance and Operations Agreement with Big League Dreams, L.P. on the Big League Dreams sports park (Sports Park). Over the winter months, the City completed a Renovation and Refurbishment Plan that identifies the items in need of repair and/or replacement.

The City engaged REV Sports Management, LLC (REV) to provide consultation services to the City on the selection of a new operator with the possibility of also providing management oversight of the Sports Park once a new operator was selected. On May 24, 2024, the City issued a request for proposals for a new operator of the Sports Park.

After careful review and assessment of all proposals, City staff and REV recommend the selection of Kemper Sports Venues as the operator of the Sports Park. City staff further recommends that REV provide management oversight of the selected operator in the maintenance and operations of the Sports Park.

Justification

The City has determined that it is in its best interest to contract the maintenance and operation of the Sports Park with an experienced company. Kemper Sports Venues will be responsible making improvements to the Sports Park, maintaining the improvements to preserve them in good working repair during their projected useful life, programming sports and recreational play on the fields, and managing the food and beverage operations on site. REV will provide an additional layer of oversight of the operator throughout the construction of improvements and

daily management of the facilities and events.

Funding Source

General Fund

Prepared By

Matt Young, Executive Director of Community Services

Matt.Young@mansfieldtexas.gov

817-728-3397

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FINALIZE AND EXECUTE A MANAGEMENT AND OPERATIONS AGREEMENT WITH KEMPER SPORTS VENUES AND REV SPORTS MANAGEMENT, LLC FOR THE MANSFIELD SPORTS PARK; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (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, on September 11, 2023 the City terminated the existing Maintenance and Operations Agreement with Big League Dreams on the sports park (Sports Park); and,

WHEREAS, the City engaged REV Sports Management, LLC (REV) to provide consultation services to the City on the selection of a new operator with the possibility of also providing management oversight of the Sports Park once a new operator was selected; and,

WHEREAS, on May 24, 2024, the City issued Request for Production No. 2024-23-01-07 for new operators of the Mansfield Sports Park; and,

WHEREAS, proposals were opened on June 18, 2024 and after careful review and assessment of all proposals, City staff and REV recommend the selection of Kemper Sports Venues as the operator of the Sports Park; and,

WHEREAS, City staff further recommends that REV provide management oversight of the selected operator in the maintenance and operations of the Sports Park.

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.

City staff is authorized to negotiate and finalize a management and operations agreement with Kemper Sports Venues and REV for the Sports Park and the City Manager, or designee, is authorized to execute such agreement.

SECTION 3.

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

SECTION 4.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 9TH DAY OF SEPTEMBER, 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: 24-6197

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City Of Mansfield, Texas Declaring Official Intent to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Capital Expenditures from the Proceeds of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Placing Time Restrictions on the Issuance of Tax-Exempt Obligations; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Requested Action

Consider a Resolution authorizing the reimbursement of funds from future debt obligations to enable the City to begin the planning, designing, and equipping of City parks, including trails, sports and recreational facilities, parking and related infrastructure, street improvements, and the acquisition of land for the above.

Recommendation

Staff recommends approval of the Resolution.

Description/History

During discussion of the City's capital projects, City staff proposed the Geyer Commons development to include historical homes and improvements to Brown St. Additionally, City staff, with Council's approval, was able to secure 100 acres of park land for future development for our residents.

Justification

Approval of this resolution allows the City to expend current general fund dollars in advance of receiving the bond proceeds for the design of certain portions of Geyer Commons and to reimburse the City for the general fund dollars expended in the for the 100 acres of parkland acquired last month.

Funding Source

General Fund

Prepared By

Vanessa Ramirez

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, DECLARING OFFICIAL INTENT TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS; 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 has paid, or expects to pay, not more than 60 days prior to the date hereof, expenditures of lawfully available funds of the City to finance the costs associated with the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City; and,

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and,

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

SECTION 1.

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

SECTION 2.

The City reasonably expects it will incur debt for the purpose of financing the Project, as one or more series of tax-exempt obligations, with the reimbursements to the City for the payment of costs of the Project, an aggregate amount not to exceed \$5,000,000.

SECTION 3.

All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 4.

The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

SECTION 5.

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

SECTION 6.

That this Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

EXHIBIT A

Projects to be financed that are the subject of this Statement are:

Designing, equipping, constructing, and improving City parks, including trails, sports and recreational facilities, parking, and related infrastructure.

Designing, equipping, constructing, and improving streets, drainage, and public mobility infrastructure improvements, including traffic lighting, signalization and median improvements.

Acquisition of Land and Right of Way throughout the City for the above described projects.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6199

Agenda Date: 9/9/2024

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Interlocal Agreement with the City of Burleson to Provide them Jail Services; Authorizing the Mayor, or Designee to Execute any Documents Necessary to Implement this Resolution; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Requested Action

Approval of Interlocal Agreement

Recommendation

Approval of MOU

Description/History

This is a FY 24/25 Interlocal Agreement for the City of Mansfield to provide jail services to the City of Burleson, commencing on October 1, 2024.

Justification

Renewal of Interlocal Agreement. The City of Mansfield has been providing jail services to the City of Burleson for years.

Funding Source

N/A.

Prepared By

Jason Turpinat Assistant Chief, Mansfield Police Department
(817)8045712

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF BURLESON TO PROVIDE THEM JAIL SERVICES; AUTHORIZING THE MAYOR, OR DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

WHEREAS, it is the desire of the City to comply with and further the policies and purposes of the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the Act); and,

WHEREAS, the City and the City of Burleson (Burleson) are desirous of entering into an Interlocal Agreement for jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of this key public safety service at the highest level; and,

WHEREAS, the City has the facilities available to perform the Jail Services for the two cities; and,

WHEREAS, the governing officials find that this Interlocal Agreement benefits the health, safety, and welfare of its respective citizens and is in the best interest of the City and Burleson.

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 Interlocal Agreement with the City of Burleson, in substantially the same form as Exhibit A attached, for the purpose of providing Jail Services is hereby approved.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF MANSFIELD AND BURLESON**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

THIS Interlocal Agreement (“AGREEMENT”), is made and entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code into by the CITY OF MANSFIELD, TEXAS, a Home Rule municipal corporation, (“MANSFIELD”), and the CITY OF BURLESON, TEXAS a Home Rule municipal corporation, (“BURLESON”) each acting by and through its duly appointed and authorized city managers, each sometimes referred to individually as the “Party” and collectively as the “Parties.”

WITNESETH:

WHEREAS, MANSFIELD AND BURLESON desire to enter into this Agreement for jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of this key public safety service at the highest level possible in accordance with the terms and conditions set forth herein; and

WHEREAS, MANSFIELD and BURLESON agree to an initial term of one (1) year with an option for five successive (1) year renewal terms; and

WHEREAS, MANSFIELD has the facilities available to perform the Jail Services for the two cities; and

WHEREAS, all payments for Jail Services to be made hereunder shall be made from current revenues available to the paying Party; and

WHEREAS, MANSFIELD and BURLESON have concluded that this Agreement fairly compensates the performing Party for the Jail Services being provided hereunder; and

WHEREAS, MANSFIELD and BURLESON believe that this Agreement is in the best interests of both Parties; and

WHEREAS, this Agreement is approved by the governing bodies of MANSFIELD and BURLESON.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, MANSFIELD AND BURLESON HEREBY AGREE TO THE FOLLOWING:

Section 1. **Recitations.** All matters stated above in the recitations are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of one (1) year commencing on October 1, 2024, and ending September 30, 2025, (the “Initial Term”) and shall be automatically extended thereafter for up to five (5) successive (1) year

renewal terms unless terminated by either of the Parties as provided in Section 6 of this Agreement.

Section 3. **MANSFIELD's Obligations.** MANSFIELD hereby agrees to provide BURLESON the following equipment, services, personnel, and facilities as a part of the Jail Services:

- a. Commencing October 1, 2024, MANSFIELD will provide Jail Services at the MANSFIELD Jail facility. The MANSFIELD Municipal Judge will work with the BURLESON Municipal Judge in establishing a mutually agreeable arraignment protocol of BURLESON prisoners. MANSFIELD will provide the necessary detention officers and other employees to properly supervise and operate MANSFIELD's Jail facility. BURLESON prisoners shall be released in accordance with specific written procedures agreed upon by the Parties. Jail Services shall include at a minimum the following:
 1. accepting responsibility for the custodial care of all persons taken into custody by BURLESON and delivered to the MANSFIELD Jail facility;
 2. providing all necessary booking services when accepting BURLESON prisoners to the Jail facility;
 3. providing BURLESON with access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by MANSFIELD;
 4. making available all BURLESON prisoners whose presence is requested or ordered by a court of competent jurisdiction;
 5. releasing BURLESON prisoners for investigative purposes outside the Jail facility when such requests are authorized by a duly authorized MANSFIELD official;
 6. maintaining applicable records of these and all other significant events related to BURLESON prisoners;
 7. MANSFIELD reserves the right to refuse any inmate deemed unfit medically and/or psychologically for confinement in the Jail facility, as solely determined by the MANSFIELD jail shift commander; and
 8. maintaining a service level that complies with all applicable standards for the Jail functions as required presently and in the future as accepted by industry standards.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail Services to BURLESON, including providing all employee policies and procedures and the administration thereof, shall be provided by and under the sole control of MANSFIELD.
- c. BURLESON shall provide MANSFIELD warrant information issued by the BURLESON Municipal Court to be retained/accessed by/at the MANSFIELD communications center to include, but not limited to, software and/or hardware required for confirmation of warrants.

- d. MANSFIELD will form a standing committee consisting of one (1) MANSFIELD employee selected by the Chief of Police of the MANSFIELD Police Department, one (1) MANSFIELD Jail Administrator, and two (2) BURLESON employees selected by the Chief of Police of the BURLESON Police Department to address operational and policy decisions that will arise from operating the public safety Jail facility.
- e. MANSFIELD agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. BURLESON's Obligations. BURLESON agrees to perform the following:

- a. Pay the sum of one hundred thirty-six thousand, eight hundred fifty-seven dollars (\$136,857.00) to MANSFIELD for Jail Services for the Fiscal Year 2024/2025 beginning on October 1, 2024, and ending on September 30, 2025 and as shown in Exhibit "A", attached hereto and made a part of this Agreement.
- b. Any software and licenses needed to provide records management, computer-aided jail and mobile computer terminal functions, which are an extension of the MANSFIELD system, will be purchased by BURLESON and once installed, will remain the property of BURLESON.
- c. BURLESON will maintain their own Public Safety records unit at a BURLESON facility and be responsible for all law enforcement and BURLESON reporting requirements to State and Federal agencies. BURLESON will also be responsible for BURLESON's record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail incident.
- d. Arrange for the timely delivery of all the required paperwork to properly hold and arraign BURLESON prisoners. BURLESON Police Department will be responsible for the transportation of all BURLESON prisoners to MANSFIELD's Jail facility. Should the need arise for an in-custody transportation for emergency medical treatment of a BURLESON prisoner housed at the MANSFIELD Jail facility, a MANSFIELD OFFICER shall provide security for up to one (1) hour until a BURLESON police officer can respond to the medical facility to assume custody. The billable rate not included in this Agreement for time used for guard detail duties will be billed at a rate of sixty-two and 52/100 dollars (\$62.52) per hour, per guard. Any additional billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.
- e. Both Parties agree to a fifty-dollar (\$50.00) per-hour fee for daily arraignment as required for the sole purpose of a BURLESON prisoner. (Regardless of the number of inmates to be arraigned) The fee will only apply when an arraignment is conducted for the sole purpose of a

BURLESON prisoner. A minimum of a 2-hour charge will apply. The fee will be compiled and billed monthly and become payable within thirty (30) days of receipt.

- f. Both Parties agree to an additional per day, per inmate charge of one hundred forty-five dollars (\$145.00) where inmates remain in custody beyond 36 hours. The BURLESON Police Department shall be notified of anyone who remains in custody over 24 hours.

Section 5. Payments for Services Performed. All payments for Jail Services shall be paid by BURLESON to MANSFIELD in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2024 in advance of the services performed under this Agreement for each subsequent calendar quarter of BURLESON's fiscal year and continuing thereafter throughout the term of the Agreement.

Monthly charges associated with guard duty, magistrate duties, and any other ancillary duties (as agreed by both Parties as provided for herein), shall be paid on a monthly basis. Billing will be compiled and billed monthly and become payable within thirty (30) days of receipt.

MANSFIELD shall notify BURLESON of the anticipated costs of the Jail Services, Arraignment Fees, and general and administrative charges by July 1 of each fiscal year this Agreement remains in place for budgeting and planning purposes. The final costs will be determined and communicated in writing when the MANSFIELD City Council adopts the MANSFIELD annual budget, but shall not exceed the estimate by more than 5%.

In the event the BURLESON City Council fails or refuses to approve the annual payment amount set forth in this Section 5, by September 25, prior to any fiscal year during the Initial Term, or any renewal term then in effect, of this Agreement, this Agreement shall be deemed to be terminated automatically, effective at the end of the then current fiscal year of MANSFIELD.

Section 6. Termination.

- a. Either Party shall have the right to terminate this Agreement, based on the provisions of this Agreement, if either Party breaches any of its terms or fails to perform any of the obligations set forth herein, and then fails to cure the breach or failure within thirty (30) days following written notice to the breaching Party. If the Agreement is terminated under this paragraph, MANSFIELD shall be entitled to retain money already received.
- b. After the initial twelve (12) months of this Agreement, either Party shall have the right to terminate this Agreement by giving written notice to the other Party at least one hundred and eighty (180) days prior to the subsequent Fiscal Year, October 1. All payments by BURLESON to MANSFIELD shall continue until the termination date or as mutually agreed to by both Parties.

Section 7. **Notices.** All notices required or provided for in this Agreement shall be sent to the following Parties by certified mail – return receipt requested:

City of Mansfield

**Joe Smolinski, City Manager
City of Mansfield
1200 East Broad Street
Mansfield, TX 76063**

City of Burleson

**Tommy Ludwig, City Manager
City of Burleson
141 W. Renfro St.
Burleson, TX 76028-4261**

Section 8. **Dispute Resolution.** In order to ensure an effective relationship between the Parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of MANSFIELD and BURLESON or their designees.

All issues regarding the performance of Jail Services shall be brought directly to the attention of the MANSFIELD Chief of Police or his authorized designees. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty appropriate supervisor.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the Parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. The Parties agree that the cost of said Mediator shall be equally split between both Parties.

Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both Parties completion of mediation in accordance with Section 8.

Section 10. All Parties mutually agree that MANSFIELD is an independent contractor, and shall have exclusive control of the performance of the Jail Services hereunder, and that employees of BURLESON in no way are to be considered employees of MANSFIELD.

Section 11. MANSFIELD AND BURLESON each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the jail services under this agreement, and to the extent allowed by law, each Party hereby agrees to indemnify and otherwise hold harmless the other Party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that Party, its officers, agents or employees under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, MANSFIELD and BURLESON do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, MANSFIELD and BURLESON do not create any obligations expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

- Section 12. In the event that the MANSFIELD Jail facility is damaged due to a natural or a man-made disaster and is unusable, MANSFIELD will have a contingency plan to continue to provide the Jail Services under this Agreement at another suitable facility.
- Section 13. Annually, at the time the cost for Jail Services are re-calculated, this Agreement will be reviewed by both Parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of Parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of MANSFIELD and BURLESON.
- Section 14. This Agreement has been approved by the governing bodies of MANSFIELD and BURLESON respectively. The execution of this Agreement has been authorized by an act of the governing bodies of MANSFIELD and BURLESON at a duly called and posted meeting.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2024, in duplicate originals.

CITY OF MANSFIELD, TEXAS

CITY OF BURLESON, TEXAS

By: Michael Evans
Mayor

By: Chris Fletcher
Mayor

ATTEST:

ATTEST:

By: Susana Marin
City Secretary

By: Amanda Campos
City Secretary

APPROVED AS TO FORM:

By:
City Attorney for Mansfield

By:
City Attorney for Burleson

Exhibit "A"

Pricing Based On:

- 600-800 Arrests per year
- 1.5 Average inmate stay

Pricing:

- Up to one (1) hour hospital guard service included
- Second year 5% increase
- Third Year 5% increase
- Fourth year 5% increase
- Fifth year 5% increase

As provided by Section 6 of the Agreement, after the Initial Term, either Party may cancel within one hundred and eighty (180) days with written notification in accordance with the terms of that section.

NOTE: This pricing is subject to final approval from the governing bodies of each agency and a formal agreement.

NOTE: In most cases, Mansfield Methodist will be used. In some cases, a county hospital may be utilized.

This decision is made by the medical response unit as to the hospital destination.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6179

Agenda Date: 9/9/2024

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 26, 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 26, 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.
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Meeting Minutes - Draft

City Council

Monday, August 26, 2024

2:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Evans called the meeting to order at 2:00 p.m.

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

WORK SESSION

Discussion Regarding the August 26, 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 2:01 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 2:04 p.m. Mayor Evans recessed the executive session at 5:43 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 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

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Economic Development Project #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

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

Mayor Evans reconvened the meeting into regular business session at 6:21 p.m.

INVOCATION

Johnny Sanchez, Children's Minister at Walnut Ridge Baptist Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Newsom led the Pledge of Allegiance.

TEXAS PLEDGE

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

Council Member Broseh led the Texas Pledge.

CITIZEN COMMENTS

Tammy Miller, 1348 Breckenridge Road - Ms. Miller spoke regarding budget considerations.

Non-speaker:

Gary Cardinale, 5 Velvet Court - Oppose agenda items 24-6154, 24-6111, and 24-5159

COUNCIL ANNOUNCEMENTS

Council Member Bounds recognized and thanked all City staff in the Council Chambers at the City Council meeting.

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)

A motion was made by Council Member Short to approve the minutes of the August 12, 2024 Housing Market Growth Strategy Sub-Committee meeting as presented. Seconded by Council Member Newsom. The motion CARRIED by the following vote:

Aye: 3 - Tamera Bounds; Brent Newsom and Julie Short

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Todd Tonore; Michael Evans and Juan Fresquez

[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)

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

A motion was made by Mayor Pro Tem Tonore to approve the minutes of the August 12, 2024 Local Transportation Issues Sub-Committee meeting as presented. Seconded by Council Member Fresquez. The motion CARRIED by the following vote:

Aye: 4 - Todd Tonore; Michael Evans; Tamera Bounds and Juan Fresquez

Nay: 0

Abstain: 0

Non-Voting: 3 - Larry Broseh; Brent Newsom and Julie Short

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

City Manager Joe Smolinski introduced a video which was shown, announcing the purchase of 100 acres of open land in West Mansfield for what will one day become the City's next nature preserve.

Trinity Metro Rideshare Update

Assistant City Manager Matt Jones presented the data of the first five weeks of the Trinity Metro ZipZone's Rideshare Program in Mansfield and answered Council questions.

Fiscal Year 2025 Budget Presentation

Deputy City Manager/Chief Financial Officer Troy Lestina presented the proposed Fiscal Year 2025 budget and answered Council questions.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Short to authorize the City Manager or his designee to negotiate, finalize, and execute contract documents for the deal points and land transaction concerning approximately 21.47 acres generally located off of Easy Drive and 7th Avenue with Super Studios Mansfield, LLC as discussed in executive session. Seconded by Council Member Newsom. 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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE 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**

(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-4239-24

[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)

**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 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)**

(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-4240-24

[24-6143](#)

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

A motion was made by Council Member Broseh to approve the minutes of the August 12, 2024 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

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)

Assistant Director of Planning Arty Wheaton-Rodriguez presented the item.

Mayor Evans opened the public hearing at 7:09 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:09 p.m.

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

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

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

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

vote:

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

Nay: 0

Abstain: 0

Enactment No: OR-2376-24

[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)

Arty Wheaton-Rodriguez presented the item. City Attorney Ashley Dierker answered a Council question.

Mayor Evans opened the public hearing at 7:15 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:15 p.m.

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

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

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

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

Enactment No: OR-2377-24

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)

*Arty Wheaton-Rodriguez presented the item and answered Council questions.
Applicant Felix Saenz presented and answered Council questions.*

Mayor Evans opened the public hearing at 7:40 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 7:40 p.m.

A motion was made by Council Member Short to approve the first reading of the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF MANSFIELD, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO 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

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

Aye: 6 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Juan Fresquez and Julie Short

Nay: 1 - Brent Newsom

Abstain: 0

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)

Matt Jones presented the item and Joe Smolinski made brief comments. The City

Council made comments.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, 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)

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-4241-24

[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)

Executive Director of Economic Development Jason Moore presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK (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)

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

Seconded by Mayor Pro Tem Tonore. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-4242-24

ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 7:59 p.m. 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

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 24-6174

Agenda Date: 9/9/2024

Version: 1

Status: First and Final Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - Public Hearing and First and Final Reading on an Ordinance of the City of Mansfield, Texas Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, in Accordance with the Charter of the City of Mansfield, and Making Appropriations for Each Fund and Department

Requested Action

Vote to adopt the FY2025 Budget Ordinance.

Recommendation

Approve the attached ordinance that directs the expenditure of funds for General Services, Park Development, Economic Development, Water/Sewer Utilities, and Capital Development within the City of Mansfield, Texas.

Description/History

Staff will be presented the FY2025 Balanced Budget during a public hearing on September 9, 2024, to receive City Council and citizen input. At the previous City Council meeting, no changes to the budget as it was presented were recommended.

Justification

Provide for the annual service program for the City of Mansfield, Texas for Fiscal Year 2025.

Funding Source

Ad Valorem Tax, Sales Tax, and Various Other Revenue Sources

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD AND MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS IN THE VARIOUS AMOUNTS THEREOF; INSTRUCTING THE CITY MANAGER, OR DESIGNEE, TO FILE THE BUDGET WITH THE CITY SECRETARY AND POST ON THE CITY WEBSITE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Mansfield (City), of Tarrant, Ellis and Johnson Counties, has submitted to the City Council a proposed budget of the revenues of said City and the expenditures of conducting the affairs thereof and providing a complete financial plan for 2024-2025, and which said proposed budget has been compiled from detailed information obtained from the divisions, departments, and offices of the City; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by the Charter of the City and all state and local statutes and complied with the Texas Open Meetings Act.

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

SECTION 1.

That the proposed budget of the revenues of the City of Mansfield and the expenditures of conducting the affairs thereof, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2024 and ending September 30, 2025, as submitted to the City Council by the City Manager of said City, be, and the same is in all things adopted and approved as the budget of all current expenditures as well as fixed charges against said City for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 2.

That the sum of \$99,778,080 is hereby appropriated out of the General Fund for the payment of operating expenses and capital outlay of the City Government as established in the budget document.

SECTION 3.

That the sum of \$22,633,200 is hereby appropriated out of the General Obligation Debt Service Fund paying principal and interest due on general obligation debt as it matures and creating a sinking fund.

SECTION 4.

That the sum of \$43,246,361 is hereby appropriated out of the Street Construction Fund for the purpose of constructing permanent street improvements and other related costs.

SECTION 5.

That the sum of \$168,721,884 is hereby appropriated out of the Building Construction Fund for the purpose of constructing building improvements and other related costs.

SECTION 6.

That the sum of \$5,894,274 is hereby appropriated out of the Equipment Replacement Fund for the purpose of purchasing new equipment and replacement equipment.

SECTION 7.

That the sum of \$42,973,006 is hereby appropriated out of the Water and Sewer revenues for the purpose of paying operating expenses, transfers, and capital outlay for the Water and Sewer system.

SECTION 8.

That the sum of \$7,309,994 is hereby appropriated out of the Water and Sewer Revenue Debt Fund for the purpose of paying interest and principal requirements on water and sewer revenue bonds.

SECTION 9.

That the sum of \$72,623,753 is hereby appropriated out of the Utility Construction Fund for the purpose of making permanent improvements to the utility system and other related costs.

SECTION 10.

That the sum of \$2,708,173 is hereby appropriated out of the Drainage Fund for the purpose of paying operating expenses and improving the City's drainage system.

SECTION 11.

That the sum of \$164,350 hereby appropriated out of the Drainage Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 12.

That the sum of \$7,600,000 is hereby appropriated out of the Drainage Construction Fund for the purpose of constructing drainage improvements for the City's drainage system.

SECTION 13.

That the sum of \$10,559,966 is hereby appropriated out of the Mansfield Park Facilities Development Corporation for the purpose of paying expenses to operate and maintain recreational and cultural facilities, with related costs thereto, and amending, approving, and adjusting various park fees as approved by the Mansfield Park Facilities Development Corporation.

SECTION 14.

That the sum of \$2,800,917 is hereby appropriated out of the Mansfield Park Facilities Development Corporation for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 15.

That the sum of \$14,900,000 is hereby appropriated out of the Parks Construction Fund for the purpose of paying for developing and constructing recreational facilities and related costs.

SECTION 16.

That the sum of \$17,782,569 is hereby appropriated out of the Economic Development Fund for the purpose of Economic Development and other related costs, to include paying for approved economic development projects.

SECTION 17.

That the sum of \$1,676,730 is hereby appropriated out of the Economic Development Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 18.

That the sum of \$1,005,000 is hereby appropriated out of the Hotel/Motel Funds for the purpose of promoting the arts, history and tourism.

SECTION 19.

That the State of Texas did authorize a vote of the people on an amendment to the Texas Constitution permitting an exemption of the assessed valuation of resident homesteads of persons sixty-five years of age or older, and such amendment was voted on by the electorate of the State of Texas and was duly adopted by the residents of the State of Texas. That resident homesteads of persons Sixty-Five (65) years of age or older shall be entitled to receive a Fifty Thousand and 00/100 Dollars (\$50,000) exemption of the assessed valuation of said resident homestead. The City of Mansfield did authorize a 16% Homestead Exemption for all residential homesteads. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Mansfield and it is accordingly so ordained.

SECTION 20.

At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Transfers between departments or funds require council approval.

SECTION 21.

That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 22.

That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

SECTION 23.

That the necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect from and after its passage and publication as provided for herein.

SECTION 24.

That the City Manager, or designee, shall file or cause to be filed a true and correct copy of said approved budget, along with this Ordinance, with the City Secretary, of the City of Mansfield, Texas and post on the City website in accordance with Section 102.008 of the Local Government Code.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF SEPTEMBER 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: 24-6181

Agenda Date: 9/9/2024

Version: 1

Status: First and Final Reading

In Control: City Council

File Type: Ordinance

Title

Ordinance - Public Hearing and First and Final Reading on an Ordinance of the City of Mansfield, Texas, Reauthorizing all Building Permit Fees Charged as a Condition to Construct, Renovate or Remodel a Structure in Accordance with Section 214.908 of the Texas Local Government Code; Providing a Severability Clause; Providing for the Repeal of All Ordinances in Conflict; Providing for Publication; And Providing an Effective Date

Requested Action

Consider an Ordinance reauthorizing the building permit fees the City charges pursuant to Section 214.908 of the Texas Local Government Code.

Recommendation

Staff recommends passing of the Ordinance.

Description/History

The City regulates development by charging application and building permit fees as a condition of constructing, renovating or remodeling structures in the City.

Justification

During the 88th Regular Legislative Session, House Bill 1922 was passed which added Section 214.908 to the Texas Local Government Code. H.B. 1922 provides that any fee that is charged by the City as a condition of constructing, renovating or remodeling structures in the City shall be abolished on the 10th year anniversary from the date of such fee's adoption or the last time it was authorized unless the governing body of the City holds a public hearing and takes a vote to reauthorize the fee.

As a part of the annual budget, the City has adopted a Master Fee Schedule which includes most of the City's fees, save and except water and wastewater impact fees, roadway impact fees, solid waste collection fees, water and sewer rates, and parkland dedication and development fees which are wholly contained in separate ordinances. The Master Fee Schedule and such other fees such as impact fees and parkland dedication and development fees would be considered "building permit fees" under Section 214.908. Approval of this ordinance would reauthorize said fees.

Funding Source

N/A

Prepared By

Troy Lestina, Deputy City Manager/CFO

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, REAUTHORIZING ALL BUILDING PERMIT FEES CHARGED AS A CONDITION TO CONSTRUCT, RENOVATE OR REMODEL A STRUCTURE IN ACCORDANCE WITH SECTION 214.908 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City regulates the development of property within its territory, which includes the assessment of application fees and other building permit fees as conditions to constructing, renovating, or remodeling a structure in the territory; and,

WHEREAS, during the 88th Regular Session of the Texas Legislature, House Bill 1922 was passed adding a new Section 214.908 to the Texas Local Government Code (Code), which provides that any building permit fee charged by the City shall automatically be abolished on the 10th anniversary after the date of its adoption, or the 10th anniversary after it was most recently reauthorized under the new statute, unless the governing body of the City holds a public hearing on the reauthorization of the fee and takes a vote to reauthorize such fee; and,

WHEREAS, the City Council of the City held a public hearing on this date in accordance with Section 214.908(b)(1) of the Code and has determined that it would be in the best interest of the City and its citizens, and in the interest of good governance, public health, safety, and general welfare, to reauthorize building permit fees, as such fees are defined in Section 214.908(a) of the Code.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

All building permit fees, as that term is defined in Section 214.908 of the Texas Local Government Code, as amended, adopted and charged by the City are hereby reauthorized by vote of the City Council.

SECTION 3.

It is hereby declared to be the intention of the City Council of the City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Ordinance shall be in full force and effect 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, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 9TH DAY OF SEPTEMBER, 2024.

Michael Evans, Mayor

ATTEST:

Susan 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: 24-6170

Agenda Date: 9/9/2024

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - Public Hearing on a Resolution Approving the Fiscal Year 2024/2025 Services and Assessment Plan for the South Pointe Public Improvement District (“PID”); Providing a Severability Clause; and Providing an Effective Date

Requested Action

Approve the Annual Plan of Service and Budget of the South Pointe Public Improvement District.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Annual Plan of Service and Budget along with the updated five-year plan of Service and Budget for the South Pointe Public Improvement District.

Description/History

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

The South Pointe Public Improvement District is approximately 873 acres. The public improvement district is to provide services that enhance the lifestyle, personal pride, enjoyment and property values within the District. An annual assessment of \$1,000 for a single family home within the District and \$120 for each multifamily unit within the District shall be levied. There is no change from the original assessment. These assessments will be collected through the same systems used to collect ad valorem property tax.

Justification

The annual plan of Service and Budget for the South Pointe Public Improvement District addresses the on-going maintenance needs within the boundaries of the public improvement district. The budget for fiscal year 2025 is \$939,320. The Developer and the Management Company are working in concert to maintain the district. Their efforts are focused on creating an exceptional community within the City of Mansfield through the maintenance and development of this public improvement district.

Funding Source

The cost of the annual plan of Service and Budget is funded from assessment fees of \$1,000 per single family home and \$120 per multifamily unit within the District. Any remaining costs are funded by the developer of South Pointe.

Prepared By

Troy Lestina, Deputy City Manager/Chief Financial Officer; 817-276-4258
Bryan Rebel, Assistant Director of Finance; 817-276-4296

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE FISCAL YEAR 2024/2025 SERVICES AND ASSESSMENT PLAN IN THE AMOUNT OF \$939,320 FOR THE SOUTH POINTE PUBLIC IMPROVEMENT DISTRICT ("PID"); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (SOUTH POINTE PID FUND)

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, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and,

WHEREAS, owners of real property located at the juncture of US 287 and SH 360, delivered to the City of Mansfield a Petition to establish the South Pointe Public Improvement District (the "PID"); and,

WHEREAS, after providing notices required by Section 372.009 of the Act, the City Council on January 11, 2016, conducted a public hearing on the advisability of the improvements, and adjourned such public hearing; and,

WHEREAS, the City Council passed and adopted Resolution No. RE-3214-16 on February 22, 2016 establishing the South Pointe PID; and,

WHEREAS, as required by Section 372.013 of the Act, staff and council reviewed the service and assessment plan for the purpose of determining the annual budget for the PID; and,

WHEREAS, after review of the proposal City staff recommends approving the FY 2024/2025 budget for the PID; and,

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

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

SECTION 1.

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

SECTION 2.

The Fiscal Year 2024/2025 Services and Assessment Plan in the amount of \$939,320

and no/100 dollars (\$939,320) for the South Pointe PID, in substantially the same form as the attached Exhibit “A”, is hereby approved.

SECTION 3.

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

SECTION 4.

This Resolution shall be effective from and after its passage.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

2025 - 2029 Budget

EXHIBIT A

South Pointe PID

Year: 2025-2029

Notes: Budget based on a 10% increase on most items annually

	2025	2026	2027	2028	2029
4110 - PID Assessment	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
5104 - Administrative	\$ 600.00	\$ 660.00	\$ 726.00	\$ 798.60	\$ 878.46
5105 - Postage	\$ 500.00	\$ 550.00	\$ 605.00	\$ 665.50	\$ 732.05
5113 - Professional Management	\$ 31,200.00	\$ 32,488.00	\$ 33,788.00	\$ 35,139.00	\$ 36,545.00
5114 - Storage	\$ 500.00	\$ 525.00	\$ 550.00	\$ 575.00	\$ 600.00
5116 - Association Meetings	\$ 1,500.00	\$ 1,525.00	\$ 1,550.00	\$ 1,575.00	\$ 1,600.00
5181 - Audit and Accounting	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
5250 - Commercial Package Insurance	\$ 12,622.00	\$ 13,884.20	\$ 15,272.62	\$ 16,799.88	\$ 18,479.87
5251 - Directors' & Officers' Ins.	\$ 4,250.00	\$ 4,675.00	\$ 5,142.50	\$ 5,656.75	\$ 6,222.43
5255 - Fidelity (Crime) Insurance	\$ 200.00	\$ 220.00	\$ 242.00	\$ 266.20	\$ 292.82
5303 - Electricity	\$ 27,000.00	\$ 29,700.00	\$ 32,670.00	\$ 35,937.00	\$ 39,530.70
5305 - Water/Sewer - Irrigation	\$ 99,000.00	\$ 108,900.00	\$ 119,790.00	\$ 131,769.00	\$ 144,945.90
5401 - Pest Control	\$ 4,000.00	\$ 4,400.00	\$ 4,840.00	\$ 5,324.00	\$ 5,856.40
5405 - Pet Stations	\$ 19,400.00	\$ 21,340.00	\$ 23,474.00	\$ 25,821.40	\$ 28,403.54
5470 - Common Area Maintenance	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50	\$ 24,157.65
5477 - Fence/Wall Repair & Maintenance	\$ 30,000.00	\$ 33,000.00	\$ 36,300.00	\$ 39,930.00	\$ 43,923.00
5480 - Electrical Repairs & Maintenance	\$ 5,000.00	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50
5505 - Porter Service	\$ 15,000.00	\$ 16,500.00	\$ 18,150.00	\$ 19,965.00	\$ 21,961.50
5601 - Contract Landscape Maintenance	\$ 290,000.00	\$ 305,500.00	\$ 319,725.00	\$ 335,239.00	\$ 352,000.00
5602 - Additional Landscape Maintenance	\$ 25,000.00	\$ 27,500.00	\$ 30,250.00	\$ 33,275.00	\$ 36,602.50
5603 - Landscape Improvements	\$ 50,000.00	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00
5604 - Annual Color	\$ 11,073.00	\$ 12,180.30	\$ 13,398.33	\$ 14,738.16	\$ 16,211.98
5605 - Tree Maintenance	\$ 55,000.00	\$ 60,500.00	\$ 66,550.00	\$ 73,205.00	\$ 80,525.00
5630 - Holiday Lights & Decorations	\$ 4,000.00	\$ 4,400.00	\$ 4,840.00	\$ 5,324.00	\$ 5,856.40
5650 - Irrigation Maintenance	\$ 65,000.00	\$ 71,500.00	\$ 78,650.00	\$ 86,515.00	\$ 95,166.50
5700 - Pond Maintenance	\$ 8,000.00	\$ 8,800.00	\$ 9,680.00	\$ 10,648.00	\$ 11,712.80
5710 - Pond Chemicals	\$ 3,000.00	\$ 3,300.00	\$ 3,630.00	\$ 3,993.00	\$ 4,392.30
5750 - Fountain	\$ 35,000.00	\$ 38,500.00	\$ 42,350.00	\$ 46,585.00	\$ 51,243.50
6000 - Contingency Fund	\$ 125,825.00	\$ 90,636.50	\$ 143,142.35	\$ 285,315.97	\$ 463,936.56
Income Accounts Total:	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.96	\$ 1,572,452.35
Expense Accounts Total:	\$ 939,320.00	\$ 969,984.00	\$ 1,091,980.80	\$ 1,310,376.97	\$ 1,572,452.35
Difference:	\$ -	\$ -	\$ -	\$ (0.00)	\$ (0.00)



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6107

Agenda Date: 9/9/2024

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First Reading on a Ordinance Approving a Change of Zoning from SF-12/22 Single-Family Residential District to PD Planned Development District for commercial and single-family residential uses on approximately 10.574 acres described as Block 1, Lots 1 and 2R of the RW Roberts Addition, Tarrant County, TX, located at 650 and 700 N. Holland Rd. 1020 Ventures LLC, Developer (ZC#23-019)

Requested Action:

To consider the subject zoning change request.

Recommendation:

The City Council met on July 22, 2024 and voted 5 to 0 (with two absences) to indefinitely table their review, consideration, or action on the zoning change request.

The Planning and Zoning Commission met on July 1, 2024, and gave guidance to the developer before voting on a recommendation to the City Council. The Commission voted 5 to 1 (with one absence) to recommend approval of the zoning change with these conditions:

1. At least 35% of the corner market's total retail and display area must be dedicated to the sale of perishable goods.
2. Prohibit the use of an urgent care facility.
3. Hours of operation to be determined based on the use (e.g., food service establishment).
4. Each detached single-family residence must have a minimum floor area of 2,200 square feet.
5. A Homeowners' Association is required, regardless of the number of units on the property.

Vote:

Ayes: 5 - Mainer, Axen, Bennett, Goodwin, and Thompson

Nays: 1 - Moses

Absent: 1 - Shaw

The developer made modifications to address all the conditions recommended by the Commission. The revised development plan no longer includes row houses and now features a horizontal mixed-use community with neighborhood businesses along Holland Road, transitioning to detached single-family homes with rear-loaded garages along Holland Road Extension.

The Department of Planning and Development Services recommends approval with the developer's modifications, as presented.

Description/History

Existing Use: Vacant

Existing Zoning: SF-12/22 (Single-Family Residential District)

Surrounding Land Use & Zoning:

North: Commercial Development (PD, Planned Development District based on C-2, Community Business District) and Two Single-Family Homes

South: Right-of-Way (ROW)

East: Holland Road Extension Right-of-Way (ROW) and Meadow Glen Neighborhood

West: Holland Road Right-of-Way (ROW) and Waterford Park Neighborhood

Synopsis

The requested zoning change to PD (Planned Development District) aligns with the goals in the Mansfield 2040 Plan. The property is designated for Mixed-Use Local, and the proposed development aligns with the City Council's direction, the Mansfield 2040 Plan, and emerging land use patterns.

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*).

Analysis

Location:

The property consists of two lots totaling approximately 10.574 acres, surrounded on three sides by Holland Road and its extension. A pipeline easement divides the property into a western portion for commercial uses and an eastern portion for residential uses.

History:

In March 2023, a portion of the property (2.9 acres) was reviewed for a commercial building, while the rest was either planned for SF-12/22 residential development or not acquired by the developer. The City Council tabled the request to encourage a design that follows neo-traditional urbanism principles.

The Mansfield 2040 Plan, adopted in December 2023, reinforced that direction by designating the area as Mixed-Use Local, which promotes a mix of residential and non-residential uses, encouraging walkability, shared utilities, parking, and community spaces.

Development Plan:

The developer did acquire additional property and is committed to designing a complete neighborhood with a complementary mix of residential and commercial uses.

As it concerns residential uses, the developer previously proposed the construction of 46 row houses and one (1) single-family residence (detached). Previous iterations called for as few as 31 row houses and as many as 62 row houses. The development plan --- as currently proposed --- calls for the design and construction of 32 detached single-family residences. Row houses are no longer proposed, nor allowed as a permitted residential use. Each of the smaller lot detached product will be approximately 40-feet wide and approximately 95-feet deep.

At this time, the developer has not provided elevations for review. Instead, development standards have been provided to provide predictability of product. Standards similar to other approved Planned Developments are present, including the requirement of residential uses to have appropriate frontages (dooryard, stoop, patio, etc), considerations for landscaping, architectural standards (including, wall materials, roof pitches, openings and attachments). *(See Development Standards section of this report for more details.)*

Concerning commercial activity, the Developer proposes to construct a minimum of 28,220 square feet of floor area contained within four (4) principal buildings. A phasing plan requires a minimum of 10,000 square feet of commercial space before any residential development begins, including at least one food service establishment.

It should be noted that the Developer does provide for a phasing plan requiring a minimum of 10,000 square feet of commercial space shall be designed and constructed prior to submitting an application for any small lot detached single-family residential construction (generally 40-foot-wide lots).

Development Standards:

The PD District sets standards for building use, setbacks, height, design, and more to ensure a cohesive development, such as:

- Minimum 2,400 square feet for single-family homes
- Maximum lot coverage of 80%

- Required building frontages (e.g., porches, stoops, shopfronts)
- Phasing plan for commercial development before residential construction
- 60% masonry materials on all building facades
- Diverse architectural styles to avoid uniformity (a minimum of six unique elevations are required along with a spacing plan that requires the units to be appropriately spaced throughout the site plan)

Relationship to the Mansfield 2040 Plan:

The Mansfield 2040 Plan advises that:

- Residential and non-residential uses “be vertically mixed on different building floors or horizontally incorporated next to one another in separate or shared structures.”
- “Residential uses should be designed to support non-residential functions, and vice versa; site access and circulation conditions should promote the shared use of utilities, parking and common areas.”
- “Development within this [Mixed-Use Local] should promote walkability and pedestrian mobility through reduced front and side setbacks, implementation of plazas and public gathering spaces, and reduced emphasis on parking and vehicular circulation.”

Although the site is in relative proximity to the Entertainment District and other environments that are suitable for more intense mixed-use development, the Mansfield 2040 Plan does envision and call for appropriate transitions in land use intensity to preserve and to enhance the urban fabric.

As such, the Department of Planning and Development Services conducted an analysis of residential intensities --- for neighborhoods immediately adjacent to the subject property --- and found the following:

- Meadow Glen Subdivision (i.e., to the east of the property)
 - 8,400 minimum square feet (i.e., lot size)
 - 2,200 square feet of minimum floor area
 - 3.24 dwelling units per acre (i.e., gross)
- Waterford Park Subdivision (i.e., to the west of the property)
 - 8,400 minimum square feet (i.e., lot size)
 - It should be noted that the average lot size is 9,515 square feet
 - 2,400 square feet minimum floor area
 - 2.32 dwelling units per acre (i.e., gross)

Residential Intensity:

The development is proposed in adjacency to existing detached single-family residences (e.g., homes, that on average, have a minimum floor area of 2,200 square feet and are on lots that require a minimum lot size of 8,400 square feet). The development proposes to constructed homes with a minimum floor area of 2,400 square feet. Although the lots are smaller, the homes are compatible with the surrounding subdivisions.

Additionally --- contextually --- the proposed development establishes an appropriate transition to the existing single-family residential development along Holland Road Extension by mirroring the same (i.e., single-family residential detached).

Plat Review Committee (PRC):

The PRC is comprised of representatives from various departments with permitting jurisdiction over applications for development. The PRC verifies application completeness, compliance with city ordinances, and appropriate application of all design criteria. All departments have reviewed and approved the following attachments. Future discussions about pavement width and parking placement may be necessary during the platting and building permit phase.

Prepared by:

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

Attachments:

Ordinance
Maps and Supporting Information
Exhibits (Legal Description, Site Plan, Landscape Plan, and Commercial Elevations)
Exhibit B-1, Proposed PD, Planned Development District Standards

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 PROPERTIES TO A PD, PLANNED DEVELOPMENT DISTRICT FOR COMMERCIAL AND DETACHED SINGLE-FAMILY RESIDENTIAL USES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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 PD, Planned Development District for Commercial and Detached Single-Family Uses; said property being described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the development standards shown in Exhibits “B” through “D”, attached hereto and made a part hereof for all purposes.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

FIRST READING APPROVED ON THE 9TH DAY OF SEPTEMBER.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 23RD DAY OF SEPTEMBER, 2024.

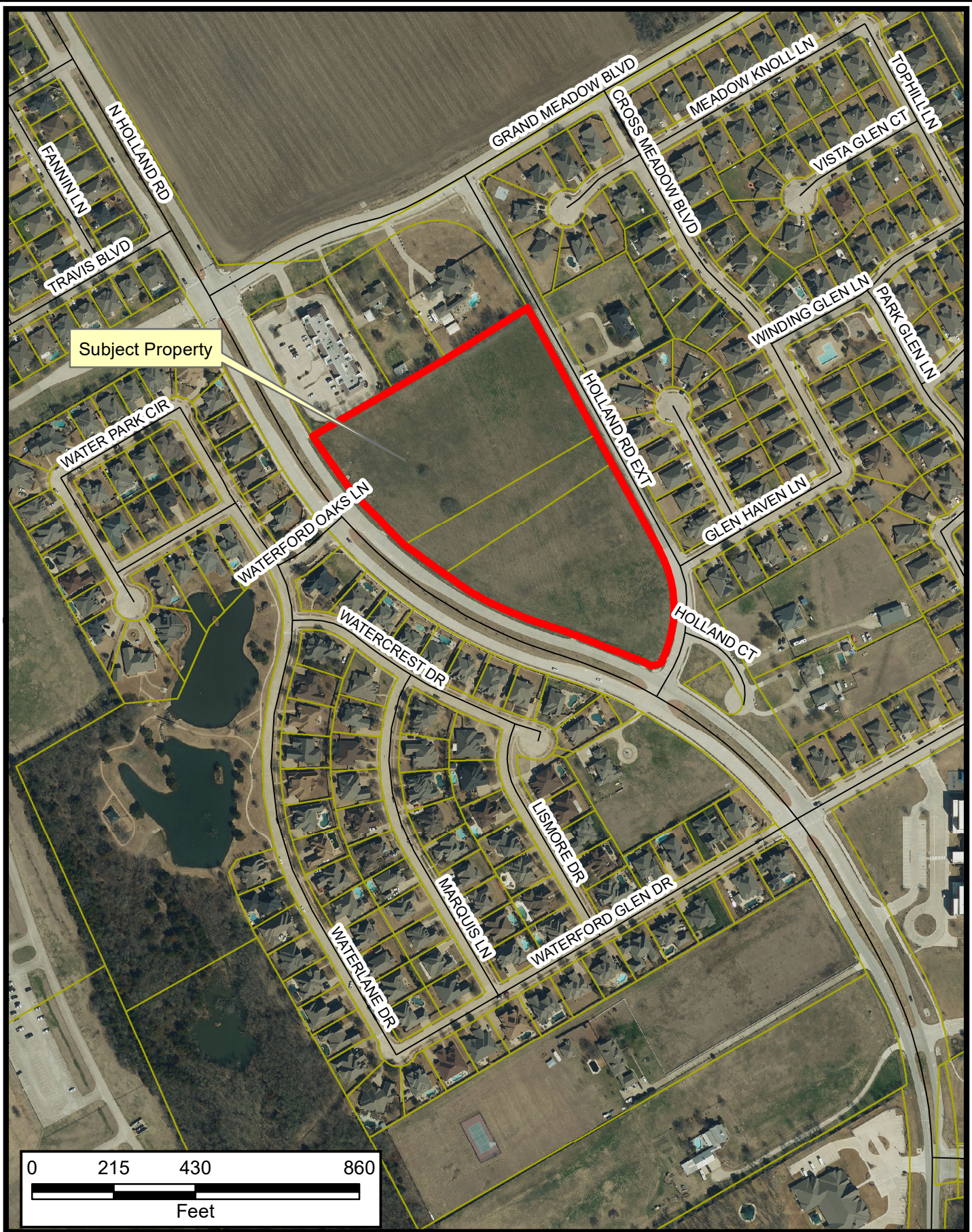
Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, City Attorney



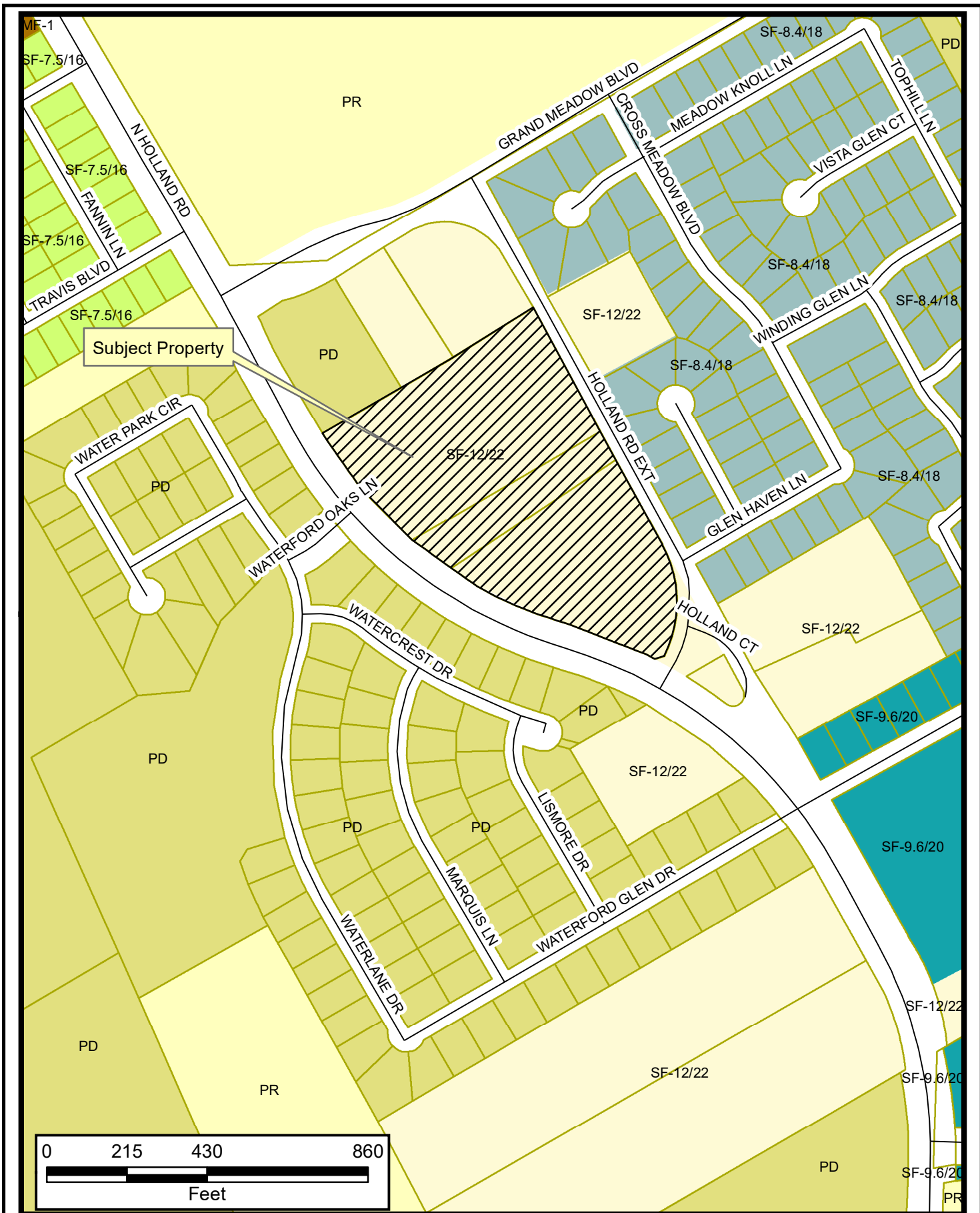
Subject Property



ZC#23-019

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.

6/4/2024



ZC#23-019

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.

6/4/2024

Property Owner Notification for ZC#23-019

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
LOWE, WILLIAM C ADDITION	LOT 1R1	CORINTHIAN REAL ESTATE INVESTM	28651 WESTERN CT	EVERGREEN, CO	80439
LOWE, WILLIAM C ADDITION	LOT 1R2	SAFE, REZA	3820 GRAND MEADOW BLVD	MANSFIELD, TX	76063
LOWE, WILLIAM C ADDITION	LOT 2	BONNER, MICHAEL	3850 GRAND MEADOW BLVD	MANSFIELD, TX	76063
MEADOW GLEN	BLK 2	HOWE, DEBORAH SUE	702 N HOLLAND RD	MANSFIELD, TX	76063-5509
MEADOW GLEN	BLK 2	RUSH, GRETCHEN	600 ARBOR GLEN CT	MANSFIELD, TX	76063
MEADOW GLEN	BLK 2	MORGAN, DAVID F	602 ARBOR GLEN CT	MANSFIELD, TX	76063-8699
MEADOW GLEN	BLK 2	HALL, J R	604 ARBOR GLEN CT	MANSFIELD, TX	76063-8699
MEADOW GLEN	BLK 2	NGUYEN, QUOC	1716 RICHLLEN WAY	DESOTO, TX	75115
MEADOW GLEN	BLK 2	BELTRAN, NESTOR	15014 LUIS ST	POWAY, CA	92064-2625
MEADOW GLEN	BLK 2	SALVADOR-SILVA, MERCEDES	610 ARBOR GLEN CT	MANSFIELD, TX	76063
MEADOW GLEN	BLK 2	RICHARDS, THOMAS	612 ARBOR GLEN CT	MANSFIELD, TX	76063-8699
MEADOW GLEN	BLK 2	AYER, SCOTT F	4306 MEADOW BEND CT	MANSFIELD, TX	76063-8694
MEADOW GLEN	BLK 2	HARPER, JUSTIN	4304 MEADOW BEND CT	MANSFIELD, TX	76063
MEADOW GLEN	BLK 2	MITCHUM KEVIUS	4307 MEADOW BEND CT	MANSFIELD, TX	76063-8694
MEADOW GLEN	BLK 5	ARMENDARIZ, ALFREDO	400 HOLLAND CT	MANSFIELD, TX	76063
MEADOW GLEN	BLK 5	JEDETSKI, MICHAEL	4302 GLEN HAVEN LN	MANSFIELD, TX	76063
MEADOW GLEN	BLK 5	BARNES, NATHAN	4300 GLEN HAVEN LN	MANSFIELD, TX	76063

Property Owner Notification for ZC#23-019

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
ROBERTS, R W ADDN	BLK 1	BM SMART INVESTMENTS LLC	7615 RED STAG ST	ARLINGTON, TX	76002
ROBERTS, R W ADDN	BLK 1	BM SMART INVESTMENTS LLC	7615 RED STAG ST	ARLINGTON, TX	76002
WATERFORD PARK - MANSFIELD	BLK 1	MAYO, CHERYL	PO BOX 226841	DALLAS, TX	75222
WATERFORD PARK - MANSFIELD	BLK 1	JONES, DEWAYNE K	707 WATERLANE DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 1	SAMUEL, TOM	701 WATERLANE DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 1	MCCOY, JESSICA	705 WATERLANE DR	MANSFIELD, TX	76063-9107
WATERFORD PARK - MANSFIELD	BLK 1	FULLER, JEFFERY	703 WATERLANE DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	DANDRIDGE, CHUCK	4103 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	FROST NATIONAL BANK	PO BOX 2127	AUSTIN, TX	78768-2127
WATERFORD PARK - MANSFIELD	BLK 3	GEORGE, DEVONA	4205 WATERCREST DR	MANSFIELD, TX	76063-9115
WATERFORD PARK - MANSFIELD	BLK 3	GROOMS, DORIS	4203 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	SKINNER, LEAVEIL	4201 WATERCREST DR	MANSFIELD, TX	76063-9115
WATERFORD PARK - MANSFIELD	BLK 3	GARCIA, MA ELIZABETH	4109 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	BOLANOS VILLANUEVA, JAVIER	4107 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	BOLANOS VILLANUEVA, JAVIER	4105 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	KOLDAN, JUSTIN	4207 WATERCREST DR	MANSFIELD, TX	76063-9115
WATERFORD PARK - MANSFIELD	BLK 3	RIDDLE, KANDAL	4209 WATERCREST DR	MANSFIELD, TX	76063
WATERFORD PARK - MANSFIELD	BLK 3	ETTE, EDDIE	551 N HOLLAND RD	MANSFIELD, TX	76063-5516
WATERFORD PARK - MANSFIELD	BLK 3	MANSFIELD WATERFORD PARK HOA	2331 GUS THOMASSON RD STE 126	DALLAS, TX	75228-3097

Property Owner Notification for ZC#23-019

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
WATERFORD PARK - MANSFIELD	BLK 8	MANSFIELD WATERFORD PARK HOA	2331 GUS THOMASSON RD STE 126	DALLAS, TX	75228-3097

EXHIBIT A: LEGAL DESCRIPTION ZC#23-019

PRELIMINARY CONSTRUCTION PLANS FOR :Mixed Used Addition 700 N HOLLAND RD, MANSFIELD, TEXAS

Record Owner:
Badee Rahhal
Address: 7615 Red Stag St, Arlington, TX 76002, United States
Phone: (817) 917-4524

Engineer/Architect:
Alejandro bosch

Surveyor:
Rodney Martinez L-R Surveying, LLC

SITE INFORMATION

CURRENT SITE AS EXISTING: (10.574 TOTAL ACRES)

ZONING: SF 12/22 - SINGLE FAMILY RESIDENTIAL DISTRICT
USE: UNDEVELOPED LAND

LOT 1: 5.436 ACRES (236,787 SF)
LOT 2: 5.138 ACRES (223,829 SF)

PROPOSED DEVELOPMENT: (10.574 TOTAL ACRES)

NEW ZONING: PLANNED DEVELOPMENT
NEW USE(S): RETAIL, COMMERCIAL, RESIDENTIAL SINGLE FAMILY - ROW HOUSES, RESIDENTIAL SINGLE FAMILY - HOME

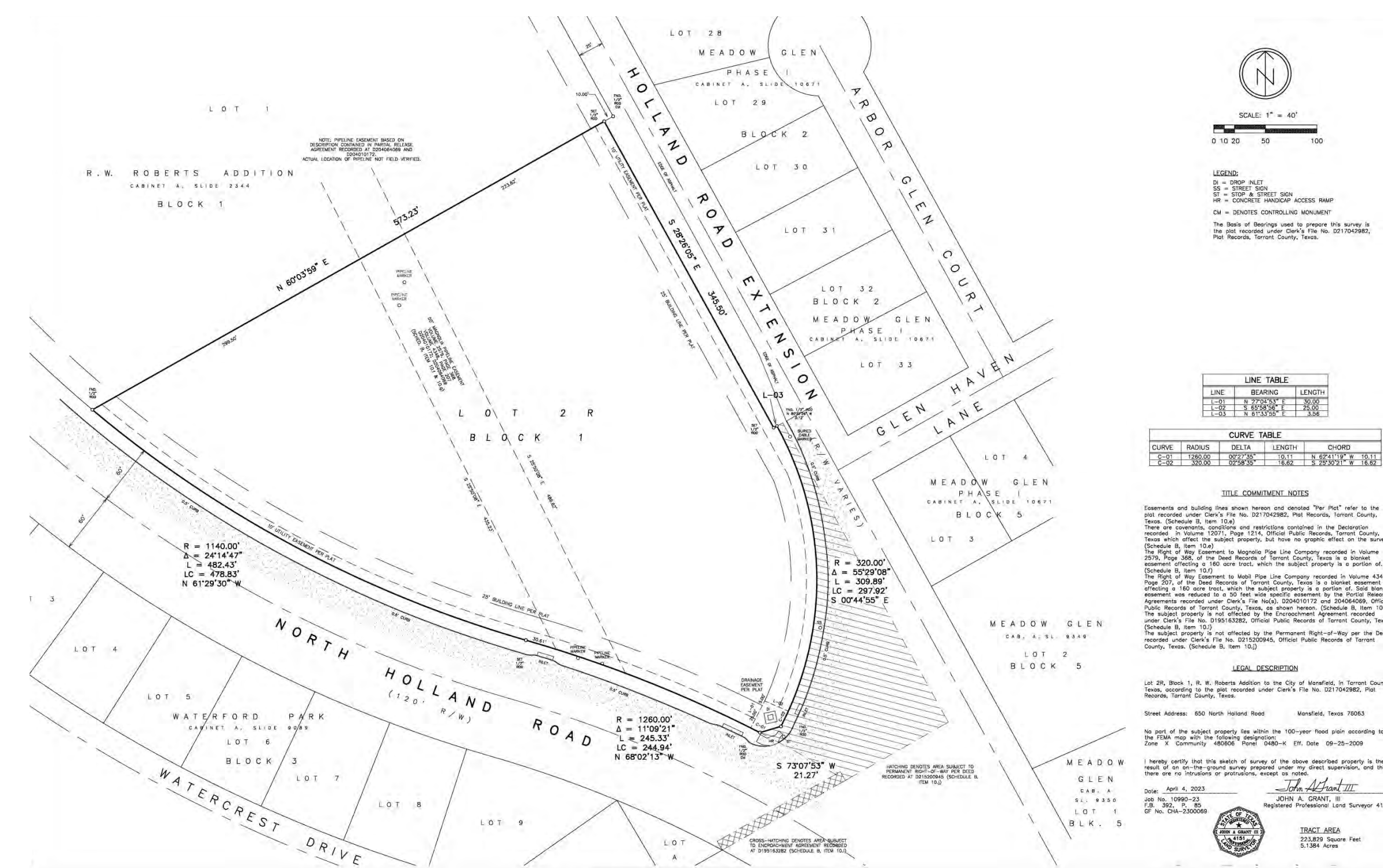
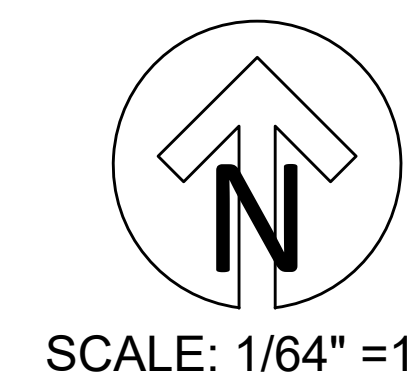
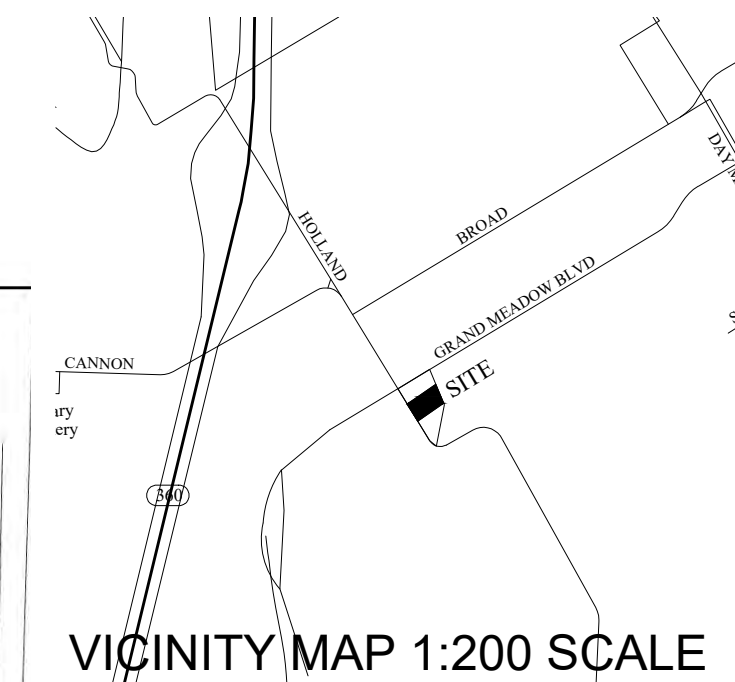
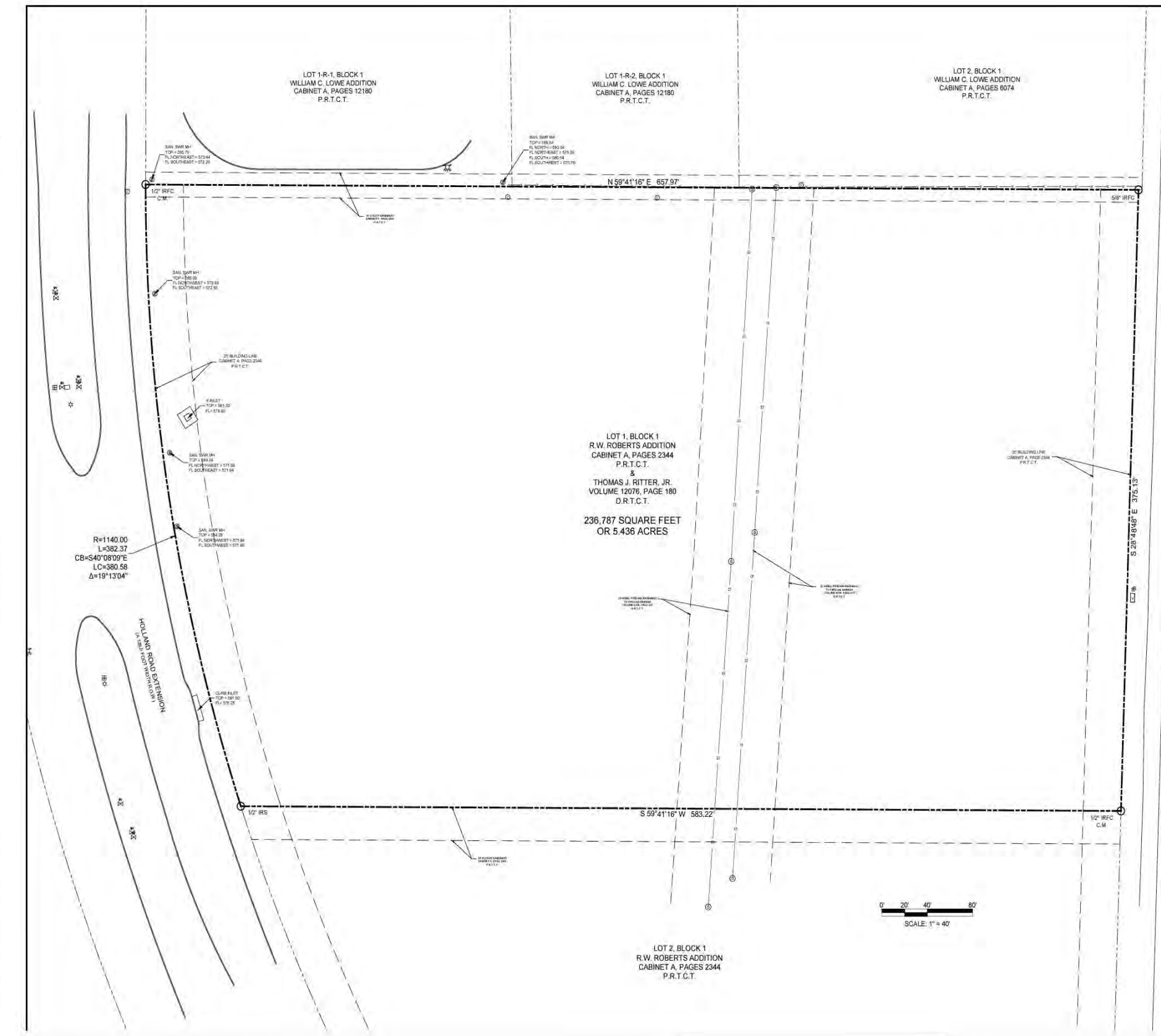
LOT 1: 7.971 AC. (347,246 SF.)	LOT 13: 0.045 AC. (1973 SF.)
LOT 2: 0.667 AC. (29,070 SF.)	LOT 14: 0.045 AC. (1978 SF.)
LOT 3: 0.046 AC. (1996 SF.)	LOT 15: 0.046 AC. (1983 SF.)
LOT 4: 0.046 AC. (2001 SF.)	LOT 16: 0.046 AC. (1991 SF.)
LOT 5: 0.046 AC. (2007 SF.)	LOT 17: 0.046 AC. (2000 SF.)
LOT 6: 0.046 AC. (2024 SF.)	LOT 18: 0.046 AC. (2005 SF.)
LOT 7: 0.047 AC. (2029 SF.)	LOT 19: 0.046 AC. (2014 SF.)
LOT 8: 0.047 AC. (2033 SF.)	LOT 20: 0.046 AC. (2018 SF.)
LOT 9: 0.047 AC. (2041 SF.)	LOT 21: 0.046 AC. (2023 SF.)
LOT 10: 0.047 AC. (2046 SF.)	LOT 22: 0.047 AC. (2040 SF.)
LOT 11: 0.047 AC. (2050 SF.)	LOT 23: 0.047 AC. (2046 SF.)
LOT 12: 0.047 AC. (2058 SF.)	LOT 24: 0.047 AC. (2054 SF.)
LOT 25: 0.047 AC. (2054 SF.)	

LOT 26: 0.038 AC. (1648 SF.)	LOT 41: 0.038 AC. (1648 SF.)
LOT 27: 0.038 AC. (1648 SF.)	LOT 42: 0.038 AC. (1648 SF.)
LOT 28: 0.038 AC. (1648 SF.)	LOT 43: 0.038 AC. (1648 SF.)
LOT 29: 0.038 AC. (1648 SF.)	LOT 44: 0.038 AC. (1648 SF.)
LOT 30: 0.038 AC. (1648 SF.)	LOT 45: 0.038 AC. (1648 SF.)
LOT 31: 0.038 AC. (1648 SF.)	LOT 46: 0.038 AC. (1648 SF.)
LOT 32: 0.038 AC. (1648 SF.)	LOT 47: 0.038 AC. (1648 SF.)
LOT 33: 0.038 AC. (1647 SF.)	LOT 48: 0.038 AC. (1648 SF.)
LOT 34: 0.038 AC. (1648 SF.)	
LOT 35: 0.038 AC. (1642 SF.)	
LOT 36: 0.038 AC. (1648 SF.)	
LOT 37: 0.038 AC. (1648 SF.)	
LOT 38: 0.038 AC. (1648 SF.)	
LOT 39: 0.038 AC. (1648 SF.)	
LOT 40: 0.038 AC. (1648 SF.)	

PARKING

RESIDENTIAL	PARKING REQUIREMENTS
SINGLE-FAMILY DWELLING	2 PER DWELLING UNIT
TOWNHOUSE	2 PER DWELLING UNIT
TOWNHOUSE GUEST	1 PER DWELLING UNIT
PROPOSED	PARKING PROVIDED
2,000 SF (ROW HOMES - EA.)	92 GARAGE STALLS
92,000 SF (TOTAL 46 R.H.)	92 DRIVEWAY STALLS
COMMERCIAL PROPOSED	PARKING PROVIDED
9,000 SF (RESTAURANT)	4 PER 1,000 SF (36)
5,000 SF (OFFICE)	3 PER 1,000 SF (15)
16,020 SF (RETAIL)	4 PER 1,000 SF (65)
30,020 SF (TOTAL BUILDINGS)	94 OF 116

REQUIRED PARKING: ALL COMMERCIAL USES SHALL REQUIRE A MINIMUM OF 4.0 ASSIGNED PARKING SPACES PER 1,000 SQUARE FEET OF GROSS LEASABLE SPACE, EXCEPT AS PROVIDED BELOW:
ALL COMMERCIAL SPACES UNDER 1,500 SQUARE FEET OF NET LEASABLE AREA SHALL BE EXEMPT FROM PARKING REQUIREMENTS.



GENERAL NOTES

- THE ALLEY TO SERVE THE ROW HOUSES AND THE PRIVATE RESIDENCE WILL REQUIRE A MINIMUM PAVEMENT WIDTH OF 14 FEET AND A MINIMUM EASEMENT WIDTH OF 20 FEET.
- CONCERNING THE COMMERCIAL USES AND URBAN DESIGN REQUIREMENTS, AS APPROVED FOR OTHER PROJECTS:
ALLOWED USES: AS SPECIFIED IN EXHIBIT B-1 FOR ZC#-23-019 PD REGULATIONS.
- PROHIBITED USES: ANY USE NOT LISTED ABOVE SHALL BE PROHIBITED, INCLUDING DRIVE-THROUGH FACILITIES, OUTDOOR STORAGE, AND THE SALE OF SECONDHAND OR USED MERCHANDISE.
- MINIMUM DEDICATION OF COMMERCIAL SPACE TO FOOD SERVICE ESTABLISHMENT: A MINIMUM OF 2,500 SQUARE FEET OF GROSS LEASABLE SPACE SHALL BE PERMANENTLY DEDICATED TO THE OPERATION OF A RESTAURANT, COFFEE SHOP, CAFE, OR OTHER SIMILAR FOOD SERVICE ESTABLISHMENT SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PLANNING AND SUBJECT TO THE LIMITATIONS OF THIS PD, PLANNED DEVELOPMENT DISTRICT.
- OUTDOOR SEATING AND SERVING AREA: OUTDOOR SEATING AND SERVING AREAS SHALL BE PROVIDED ARCHITECTURAL STANDARDS:
ARCHITECTURE:
GENERALLY, THE ARCHITECTURAL COMPOSITION OF ALL FRONT BUILDING FAÇADES SHALL BE INSPIRED BY THE IMAGES SHOWN IN THE ATTACHED (SEE PHOTOGRAPH ATTACHED).
- WITH THE EXCEPTION OF OPENINGS FOR DOORS AND WINDOWS ONLY, A MINIMUM OF 80 PERCENT OF EACH BUILDING WALL SHALL BE FIRED-CLAY BRICK, CAST STONE, STONE OR STUCCO. IN ADDITION:
EXTERIOR INSULATED FINISHING SYSTEMS (E.I.F.S.) IS NOT A PERMITTED MATERIAL.
DOORS AND WINDOWS SHALL BE RECESSED A MINIMUM OF THREE (3) INCHES IN BUILDING FAÇADES CONSTRUCTED OF BRICK, STONE, OR STUCCO. FLUSH MOUNTED WINDOWS ARE PROHIBITED.
- A MINIMUM OF 70 PERCENT OF THE FRONT BUILDING FAÇADE BETWEEN TWO AND 12 FEET ABOVE THE ADJACENT SIDEWALK (I.E., THE BUILDING WALL CONTAINING THE MAIN POINT OF ACCESS FOR PEDESTRIANS INTO THE BUILDING) SHALL BE GLAZED IN CLEAR GLASS. A MINIMUM OF 50 PERCENT OF ANY BUILDING FAÇADE FACING ANY CIVIC SPACE OR OTHER AREA FOR STRUCTURED OR UNSTRUCTURED RECREATION SHALL BE GLAZED IN CLEAR GLASS BETWEEN TWO AND 12 FEET ABOVE THE ADJACENT SIDEWALK.
- NO MORE THAN 10 PERCENT OF THE REQUIRED GLAZING FOR COMMERCIAL USES SHALL BE TINTED.
- ALL COMMERCIAL TENANT SPACES SHALL BE DESIGNED AS SEPARATE SHOPFRONTS. SHOPFRONTS SHALL BE SUBJECT TO THE FOLLOWING DESIGN REQUIREMENTS:
SHOPFRONTS SHALL BE DESIGNED WITH A BULKHEAD, DISPLAY WINDOW AND TRANSOM.
BULKHEADS SHALL BE BETWEEN 24 AND 36 INCHES IN HEIGHT.
TRANSOM WINDOWS SHALL BE INSTALLED ABOVE THE BULKHEAD AND DISPLAY WINDOWS AND SHALL BE BETWEEN TWO AND FOUR FEET IN HEIGHT.
ALL ROOFTOP MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM ALL SIDES BY PARAPET WALLS OF WHICH SHALL BE AT LEAST 12 INCHES GREATER IN HEIGHT THAN THE EQUIPMENT.
- SIGN STANDARDS: COMMERCIAL SIGNAGE WILL COMPLY WITH ALL APPLICABLE PROVISIONS IN SECTION 155.090 (SIGN STANDARDS) FOR THE C-2, COMMUNITY BUSINESS DISTRICT.
- REQUIRED PARKING: ALL COMMERCIAL USES SHALL REQUIRE A MINIMUM OF 4.0 ASSIGNED PARKING SPACES PER 1,000 SQUARE FEET OF GROSS LEASABLE SPACE, EXCEPT AS PROVIDED BELOW:
ALL COMMERCIAL SPACES UNDER 1,500 SQUARE FEET OF NET LEASABLE AREA SHALL BE EXEMPT FROM PARKING REQUIREMENTS.
- OUTDOOR REFUSE AND RECYCLING COLLECTION RECEPTACLES: OUTDOOR REFUSE AND RECYCLING COLLECTION RECEPTACLES SHALL BE VISUALLY SCREENED ON ALL SIDES BY A SOLID WALL A MINIMUM OF SIX (6) FEET IN HEIGHT, AND THAT IS CONSTRUCTED OF A MATERIAL MATCHING THE ADJACENT BUILDING FAÇADE. ALL ACCESS DOORS INTO THE COLLECTION RECEPTACLE SHALL BE MADE OF OPAQUE METAL MATCHING THE HEIGHT OF THE SOLID WALLS.
- LANDSCAPE BUFFER BETWEEN TOWNHOME AND EXISTING SF REQUESTED TO BE 20' AS TO REMAIN CONTIGUOUS W/ THE REST OF THE DEVELOPMENT. SCREENING WALL TO REMAIN AT 'B' STRUCTURES TO REMAIN OUTSIDE ORIGINAL 50' BUFFER.

NO.	DATE	REVISIONS
7		
6		
5		
4		
3		
2		
1		

DESIGNED BY: OMI ESMAELI	DATE: _____
DRAWN BY: OMI ESMAELI	SCALE: SEE PLAN
CHECKED BY: _____	
SOIL ENGINEER: _____	
DEVELOPER: _____	REPORT# _____
ARCHITECT: _____	LICENSE NO. EXP. DATE _____

PLANS PREPARED BY: 1020 Ventures Group	1020 Ventures Group 1020 Ventures Group 1020 Ventures Group 1020 Ventures Group
LEGAL DESCRIPTION: 700 N HOLLAND RD, MANSFIELD, TX	LEGAL DESCRIPTION: RAHHAL ESTATES COMMERCIAL 10.574 ACRES
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS	DATE OF PREPARATION: 2022-12-14
PLAN CHECK: _____	PERMIT: _____
SHEET NO: LD-1	



INTERIM REVIEW DOCUMENTS
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This document is issued under good faith, and its issuer is not held liable under any circumstances.

REVISIONS:

ISSUE DATE:
26 AUG 2024
PROJECT No.:
21027.100
SHEET TITLE:
PRELIMINARY ARCHITECTURAL SITE PLAN

SHEET No.:
A1.01

SITE INFORMATION

CURRENT SITE AS EXISTING: (10.574 TOTAL ACRES)
ZONING: SF 12/22 – SINGLE FAMILY RESIDENTIAL DISTRICT
USE: UNDEVELOPED LAND
LOT 1: 5.436 ACRES (236,787 SF)
LOT 2: 5.138 ACRES (223,829 SF)
PROPOSED DEVELOPMENT: (10.574 TOTAL ACRES)
NEW ZONING: PLANNED DEVELOPMENT
NEW USE(S): RETAIL, COMMERCIAL, RESIDENTIAL SINGLE FAMILY – DETACHED RESIDENTIAL SINGLE FAMILY – HOME
LOT 1: 6.984 AC. (304,223 SF.)
LOT 2: 0.667 AC. (29,070 SF.)
LOT 3: 0.087 AC. (3812 SF.) LOT 4: 0.090 AC. (3927 SF.)
LOT 5: 0.087 AC. (3812 SF.) LOT 6: 0.092 AC. (3989 SF.)
LOT 7: 0.087 AC. (3812 SF.) LOT 8: 0.093 AC. (4051 SF.)
LOT 9: 0.087 AC. (3812 SF.) LOT 10: 0.094 AC. (4113 SF.)
LOT 11: 0.087 AC. (3812 SF.) LOT 12: 0.096 AC. (4175 SF.)
LOT 13: 0.087 AC. (3812 SF.) LOT 14: 0.097 AC. (4237 SF.)
LOT 15: 0.087 AC. (3812 SF.) LOT 16: 0.099 AC. (4299 SF.)
LOT 17: 0.087 AC. (3812 SF.) LOT 18: 0.093 AC. (4038 SF.)
LOT 19: 0.087 AC. (3812 SF.) LOT 20: 0.094 AC. (4100 SF.)
LOT 21: 0.087 AC. (3812 SF.) LOT 22: 0.096 AC. (4162 SF.)
LOT 23: 0.087 AC. (3812 SF.) LOT 24: 0.097 AC. (4224 SF.)
LOT 25: 0.087 AC. (3812 SF.) LOT 26: 0.098 AC. (4286 SF.)
LOT 27: 0.087 AC. (3812 SF.) LOT 28: 0.100 AC. (4348 SF.)
LOT 29: 0.087 AC. (3812 SF.) LOT 30: 0.101 AC. (4410 SF.)
LOT 31: 0.087 AC. (3812 SF.) LOT 32: 0.104 AC. (4522 SF.)
LOT 33: 0.087 AC. (3812 SF.)
LOT 34: 0.087 AC. (3812 SF.)

ELEVATION DIVERSITY UNIT MIX

• A UNITS	6
• B UNITS	5
• C UNITS	5
• D UNITS	6
• E UNITS	5
• F UNITS	5

GENERAL NOTES

• THE ALLEY TO SERVE THE DETACHED SINGLE FAMILY HOMES AND THE PRIVATE RESIDENCE WILL REQUIRE A MINIMUM PAVEMENT WIDTH OF 14 FEET AND A MINIMUM EASEMENT WIDTH OF 20 FEET.
• CONCERNING THE COMMERCIAL USES AND URBAN DESIGN REQUIREMENTS, AS APPROVED FOR OTHER PROJECTS:
ALLOWED USES: AS SPECIFIED IN EXHIBIT B-1 FOR ZC#-23-019 PD REGULATIONS.
LANDSCAPE BUFFER BETWEEN TOWNHOME AND EXISTING SF REQUESTED TO BE 20' AS TO REMAIN CONTIGUOUS W/ THE REST OF THE DEVELOPMENT. SCREENING WALL TO REMAIN AT B' STRUCTURES TO REMAIN OUTSIDE ORIGINAL 50' BUFFER.

REF. LANDSCAPE FOR OUTSIDE PATIO AND SITE LIGHTING, EQUIPMENT AND FURNISHINGS

SITE PLAN FOR GENERAL BUILDING, PARKING LAYOUT AND INFORMATION PURPOSES ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR DIMENSIONS AND DETAILED LOCATIONS OF BUILDINGS, PARKING, UTILITIES AND OTHER INFORMATION.

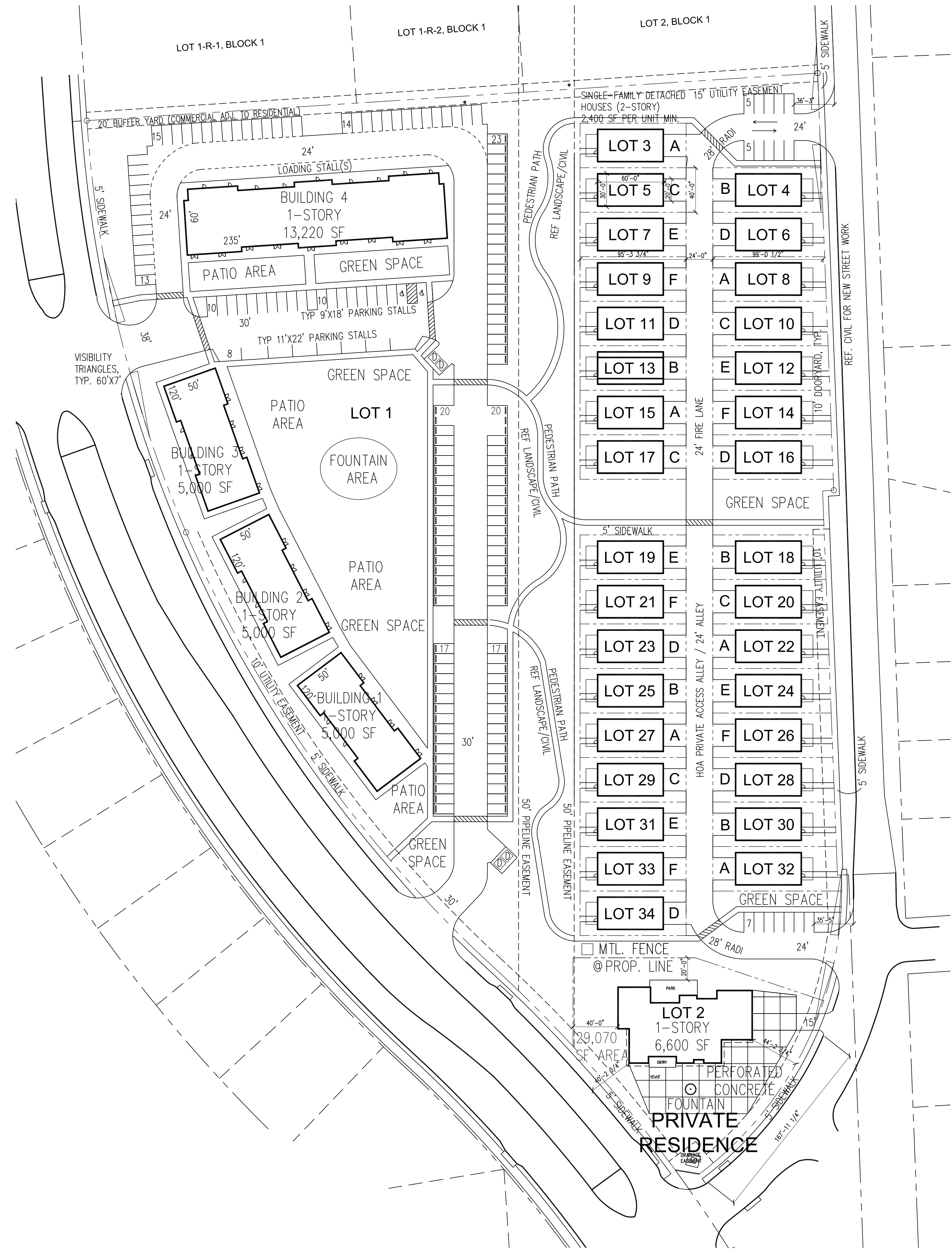


Exhibit B Site Plan

GENERAL NOTES

THE ACRES ARE APPROXIMATE. THE EXACT SQUARE FEET ARE SHOWN IN THE DRAWING. THE SQUARE FEET ARE BASED ON THE AREA OF THE LOT AS SHOWN ON THIS PLAN. THE SQUARE FEET ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE CITY ENGINEER'S APPROVED PLANS.

THE SQUARE FEET ARE APPROXIMATE. THE EXACT SQUARE FEET ARE SHOWN IN THE DRAWING. THE SQUARE FEET ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.



SITE INFORMATION

CURRENT SITE AS EXISTING (16374 TOTAL ACRES)

ZONING SF 12/22 - SINGLE FAMILY RESIDENTIAL (SFR1)
 USE: UNDEVELOPED (1,000)

LOT 1: 2.438 ACRES (236,007 SF)
 LOT 2: 2.138 ACRES (223,000 SF)

PROPOSED DEVELOPMENT (16374 TOTAL ACRES)

NEW ZONING: PLANNED DEVELOPMENT
 NEW USE(S): RETAIL, COMMERCIAL, RESIDENTIAL SINGLE FAMILY - DEVELOPED RESIDENTIAL SINGLE FAMILY + HOME

LOT 1: 0.950 AC. (104,223 SF)
 LOT 2: 0.667 AC. (28,070 SF)

LOT 3: 0.087 AC. (3,873 SF)	LOT 18: 0.080 AC. (3,677 SF)
LOT 4: 0.087 AC. (3,873 SF)	LOT 19: 0.089 AC. (3,883 SF)
LOT 5: 0.087 AC. (3,873 SF)	LOT 20: 0.083 AC. (3,621 SF)
LOT 6: 0.087 AC. (3,873 SF)	LOT 21: 0.094 AC. (4,153 SF)
LOT 7: 0.087 AC. (3,873 SF)	LOT 22: 0.086 AC. (3,875 SF)
LOT 8: 0.087 AC. (3,873 SF)	LOT 23: 0.089 AC. (4,257 SF)
LOT 9: 0.087 AC. (3,873 SF)	LOT 24: 0.088 AC. (4,290 SF)
LOT 10: 0.087 AC. (3,873 SF)	LOT 25: 0.083 AC. (3,838 SF)
LOT 11: 0.087 AC. (3,873 SF)	LOT 26: 0.084 AC. (3,810 SF)
LOT 12: 0.087 AC. (3,873 SF)	LOT 27: 0.104 AC. (4,470 SF)
LOT 13: 0.087 AC. (3,873 SF)	LOT 28: 0.104 AC. (4,527 SF)
LOT 14: 0.087 AC. (3,873 SF)	
LOT 15: 0.087 AC. (3,873 SF)	
LOT 16: 0.087 AC. (3,873 SF)	
LOT 17: 0.087 AC. (3,873 SF)	

REF. LANDSCAPE FOR OUTSIDE PATIO AND SITE LIGHTING, EQUIPMENT AND FURNISHINGS

SITE PLAN FOR GENERAL BUILDING, PARKING LAYOUT AND INFORMATION PURPOSES ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR DIMENSIONS AND DETAILED LOCATIONS OF BUILDINGS, PARKING, UTILITIES AND OTHER INFORMATION.

Exhibit B Site Plan With Lot Diversity



CANOPY TREES LEGEND

SYMBOL	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	SIZE	SPACING
	CE		CEDAR ELM <i>ULMUS CRASSIFOLIA</i>	4"	AS SHOWN
	BO		BUR OAK <i>QUERCUS MACROCARPA</i>	4"	AS SHOWN
	LB		LACE BARK ELM <i>ULMUS PARVIFOLIA</i>	4"	AS SHOWN
	ST		SAWTOOTH OAK <i>QUERCUS ACCUTISIMA</i>	4"	AS SHOWN
	BC		BALD CYPRESS <i>TAXODIUM DISTICHUM</i>	4"	AS SHOWN

PLANT & SHRUB LEGEND

SYMBOL	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	SIZE	SPACING
	EL		ELEAGNUS <i>ELEAGNUS EBBENHII</i>	5 GAL.	AS SHOWN
	NH		NELLIE STEVENS HOLLY <i>ILLEX X 'NELLIE R. STEVENS'</i>	3 GAL.	AS SHOWN
	TS		TEXAS SAGE <i>LEUCOPHYLLUM FRUTESCENS</i>	5 GAL.	AS SHOWN
	RY		RED YUCCA <i>HESPERALOE PARVIFOLIA</i>	5 GAL.	AS SHOWN
	TJ		TAM JUNIPER <i>JUNIPERUS SABINA</i>	3GAL.	AS SHOWN

City of Mansfield Approved Plant List

Plant Material/Protected Tree Notes:

Approved Plant Material

Approved plant material consists of plant species native to and/or adaptable to the North Central Texas environment and the particular project site, as determined by the Director of Planning and Community Development or his/her designee

Definitions

Protected Tree: A tree with a trunk measuring 8" caliper at DBH (four and one-half feet above ground) or greater that is determined by the Director of Parks and Recreation or designee not to be an invasive species. If a tree splits into multiple trunks below four and one-half feet, the tree shall be measured in two places, the narrowest point beneath the split and one-half the sum of the calipers of the trunks immediately above the split. If there is no single trunk above ground level, the measurement shall be the sum of the main trunk, plus one-half the sum of the calipers of all the other various trunks at four and one-half feet above ground.

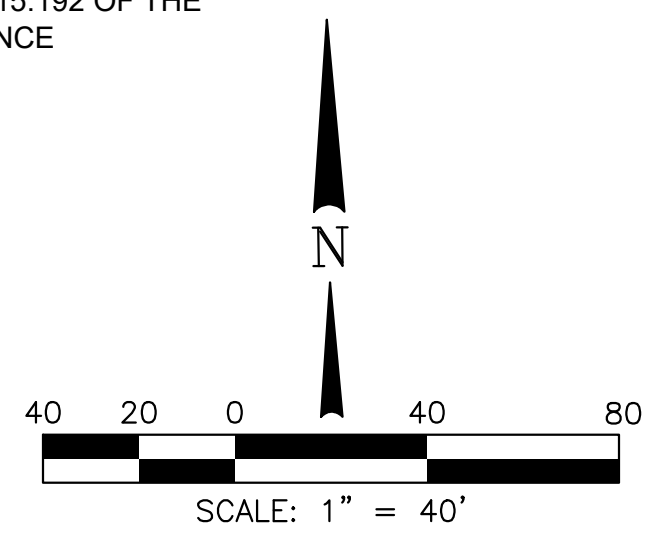
Replacement Tree: A tree that is used as mitigation for the removal of protected trees and has a trunk measuring 4" caliper at 12" above root ball, per industry standards, that is not listed on the Prohibited Plant Material list. Replacement/mitigation of protected trees will be calculated at each caliper inch removed will be replaced with 1 caliper inch. Replacement trees must be a minimum of 4" caliper.

Credit for Saved Trees: For every one caliper inch that is saved, the developer shall receive a credit of one caliper inch that does not have to be replaced.

LANDSCAPE LEGEND

SYMBOL	
	BERMUDA GRASS
	MULCH
	CRUSHED GRAVEL
	RUBBER PADDING BASE (AS PER NATIONAL RECREATION & PARK ASSOCIATION STANDARDS)
	DECORATIVE GRAVEL
	CONCRETE SIDEWALK

LANDSCAPE PLAN TO BE SUBMITTED WITH RESIDENTIAL BUILDING PERMIT TO COMPLY WITH SECTION 115.192 OF THE ZONING ORDINANCE



700 N HOLLAND RD
MANSFIELD, TX 76060

REVISIONS

Exhibit C Landscape Plan

LANDSCAPE PLAN

L-1
1



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REVISIONS:

ISSUE DATE:
23 MAY 2024
PROJECT No.:
21027.100
SHEET TITLE:
PRELIMINARY ELEVATIONS

SHEET No.:
A4.02

Exhibit D Elevations

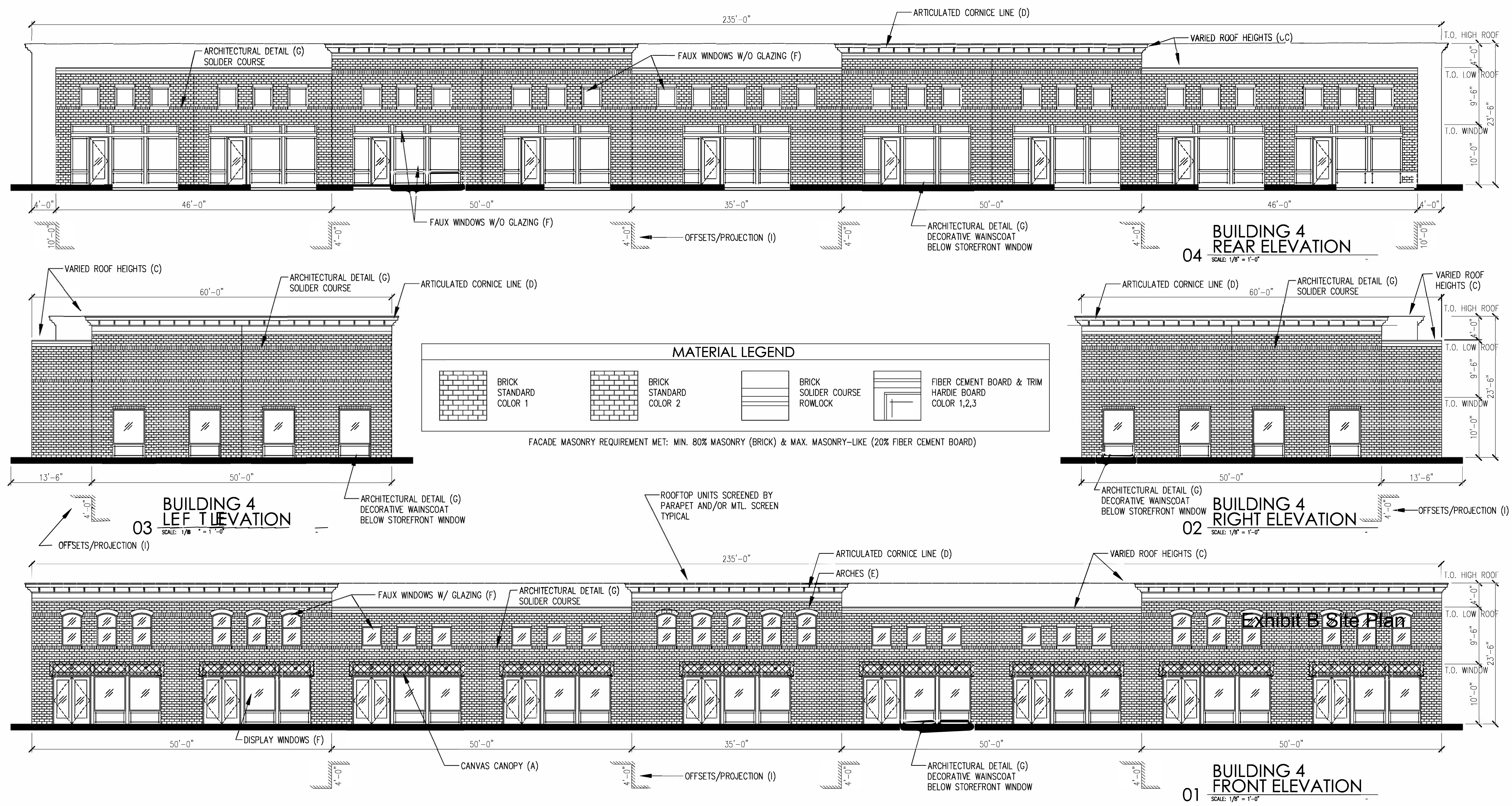


Exhibit B Site Plan



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REVISIONS:

ISSUE DATE:
23 MAY 2024

PROJECT No.:
21027.100

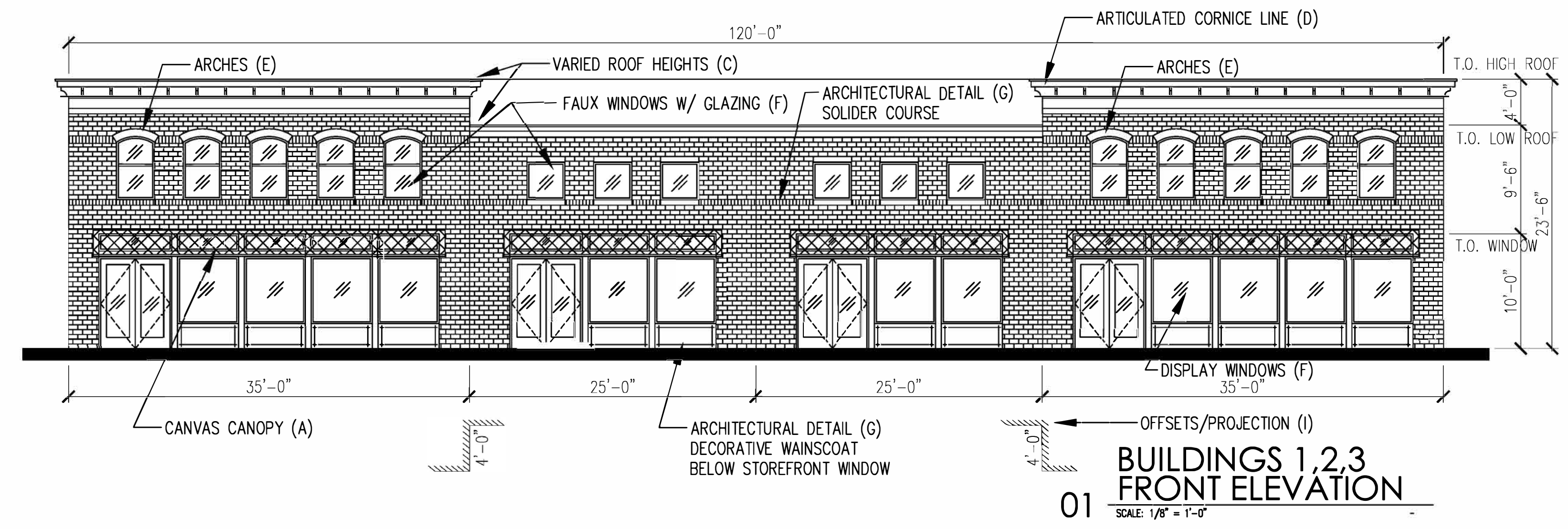
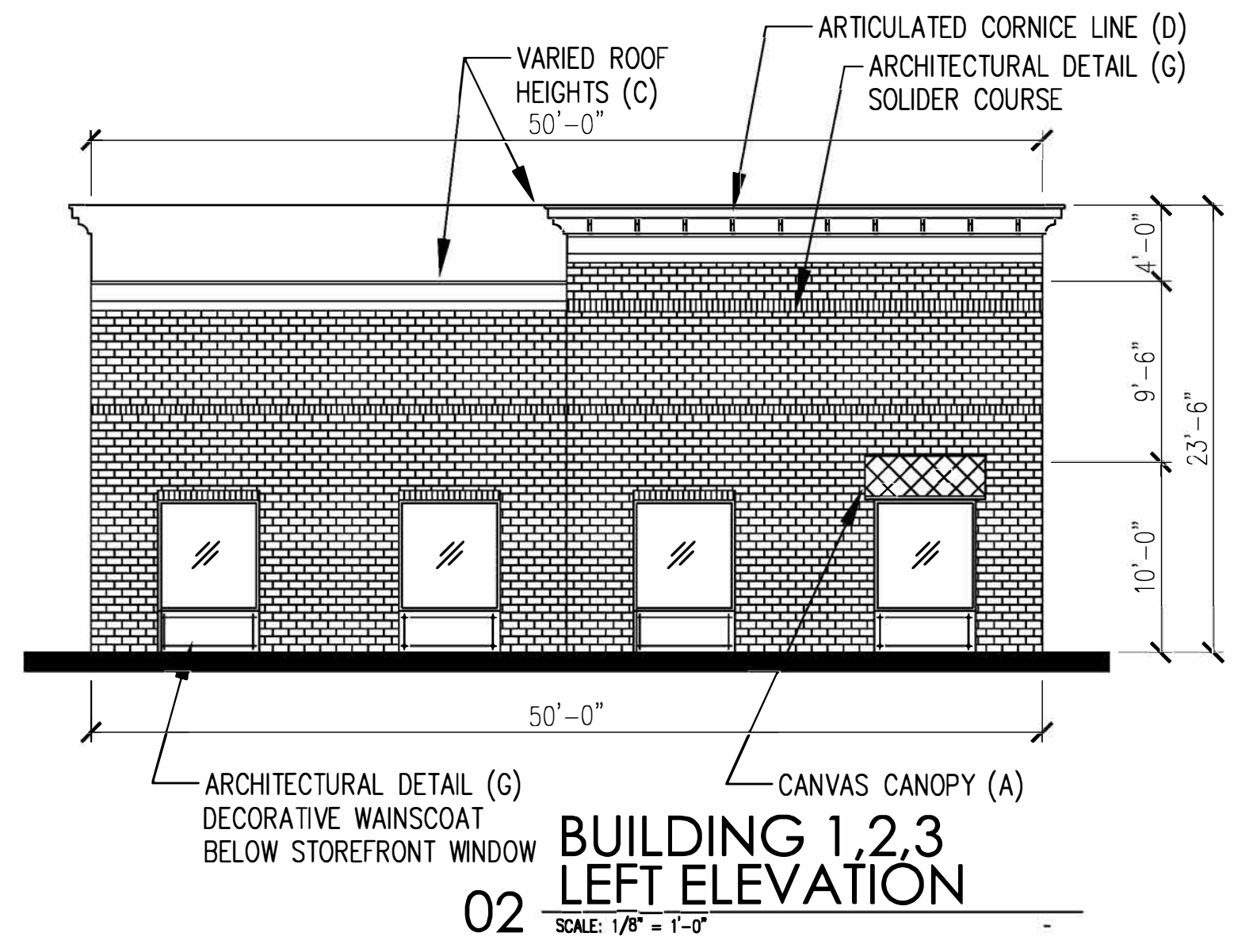
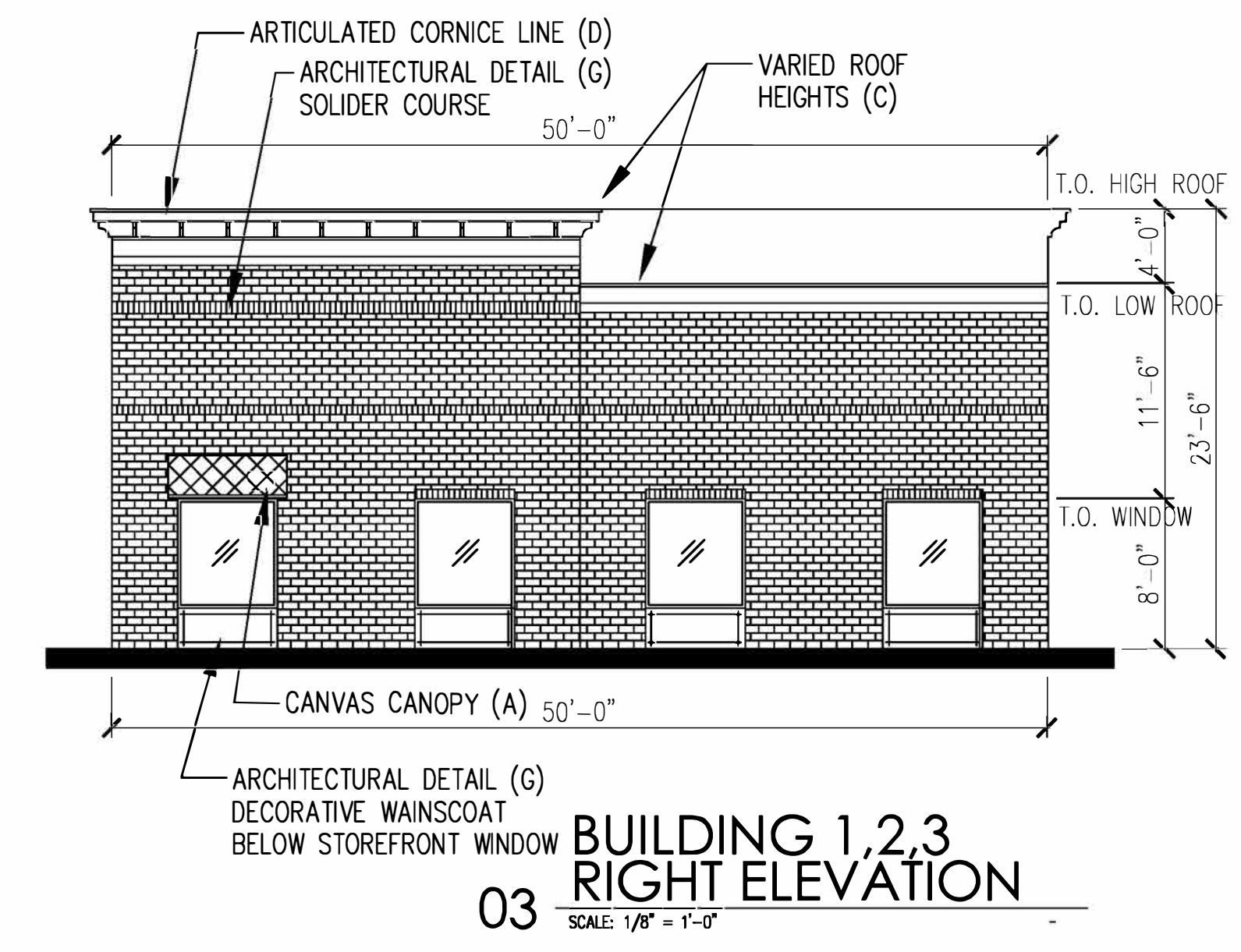
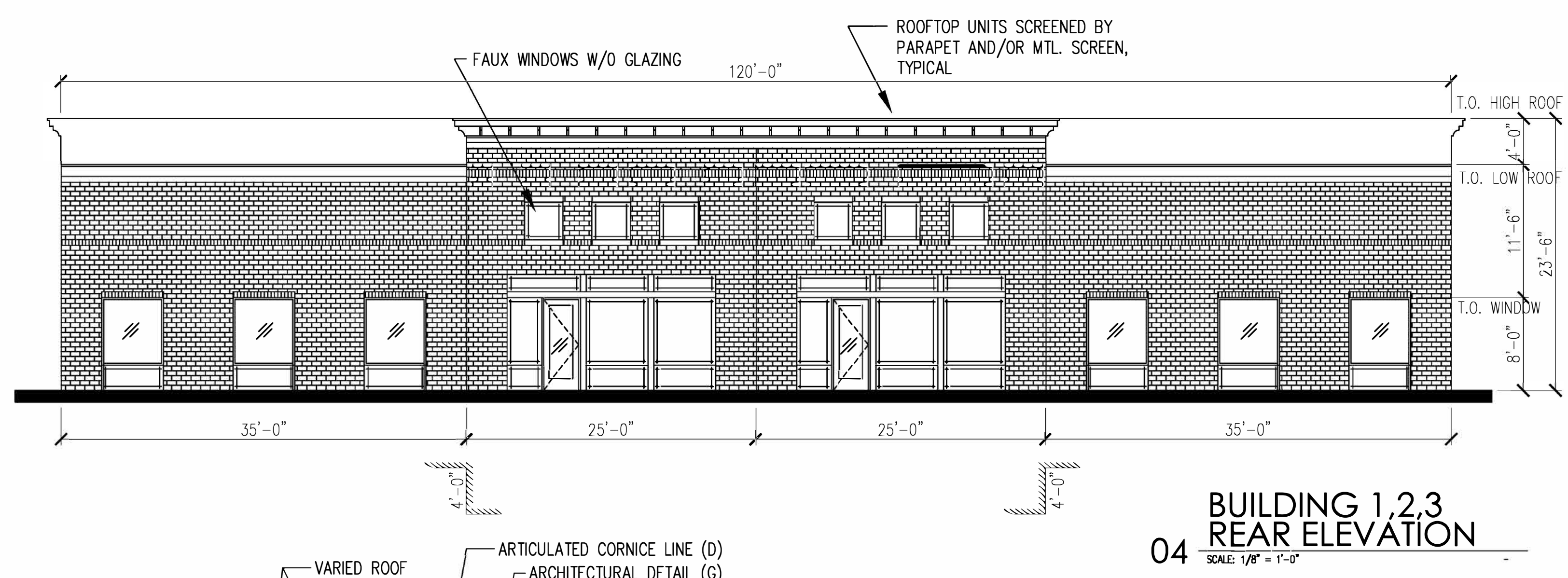
SHEET TITLE:
PRELIMINARY ELEVATIONS

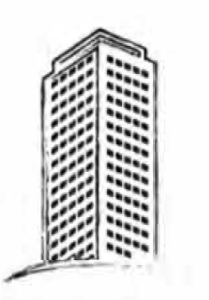
SHEET No.:
A4.03

Exhibit D Elevations

MATERIAL LEGEND			
	BRICK STANDARD COLOR 1		BRICK STANDARD COLOR 2
	BRICK SOLIDER COURSE ROWLOCK		FIBER CEMENT BOARD & TRIM HARDIE BOARD COLOR 1,2,3

FACADE MASONRY REQUIREMENT MET: MIN. 80% MASONRY (BRICK) & MAX. MASONRY-LIKE (20% FIBER CEMENT BOARD)





INTERIM REVIEW DOCUMENTS
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REVISIONS:

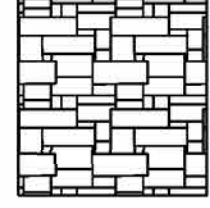
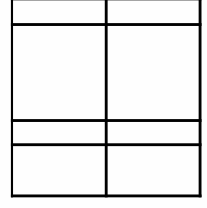
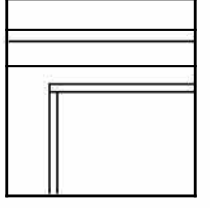
ISSUE DATE:
23 MAY 2024

PROJECT No.:
21027.100

SHEET TITLE:
PRELIMINARY ELEVATIONS

SHEET No.:
A4.04

Exhibit D Elevations

MATERIAL LEGEND			
	STACK STONE COLOR 6		STUCCO COLOR 5
	FIBER CEMENT BOARD & TRIM HARDIE BOARD COLOR 2,4,5		

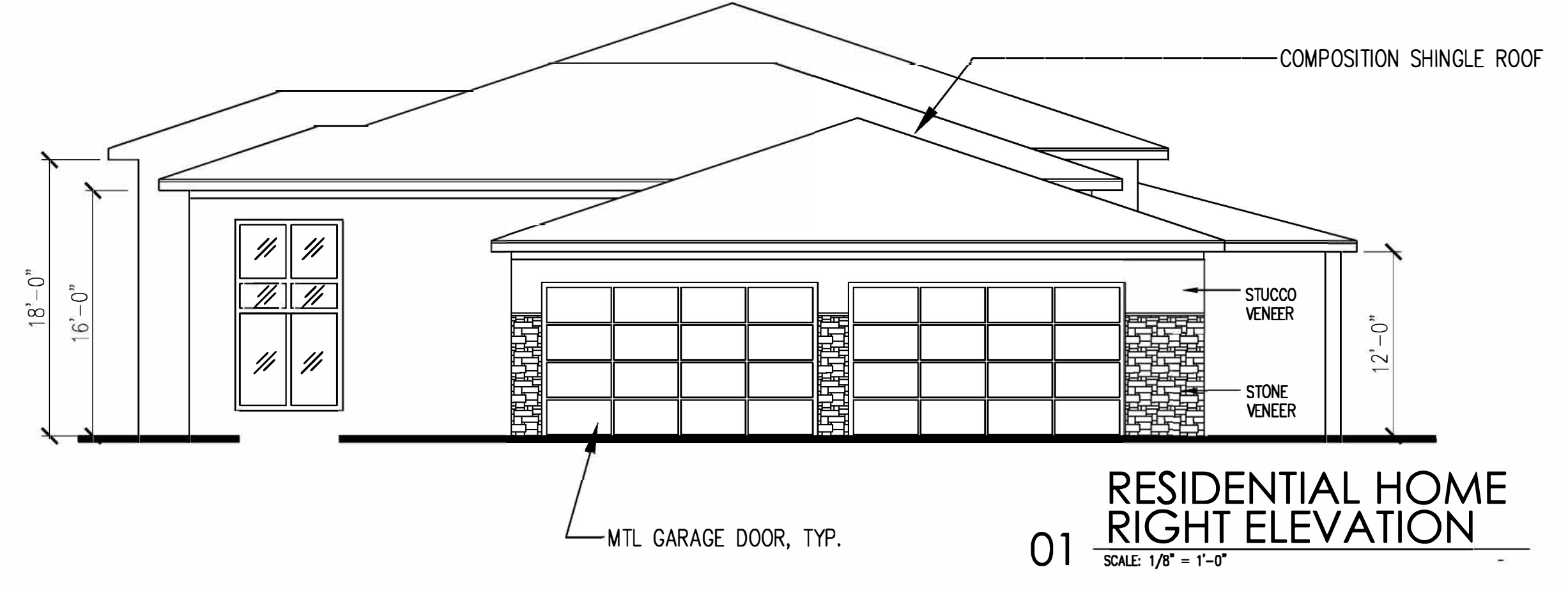
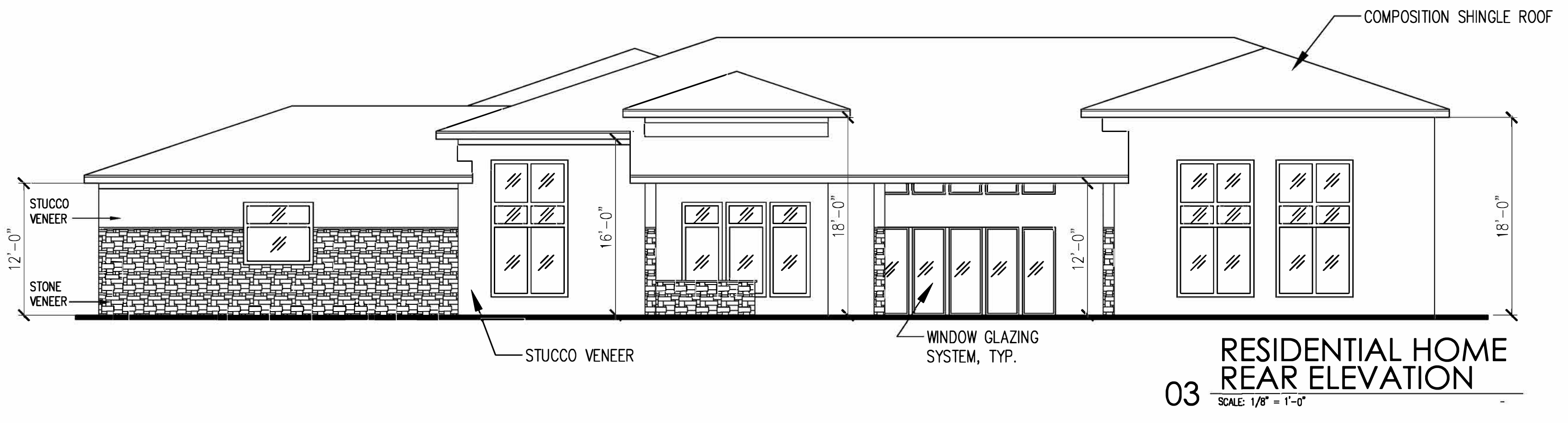
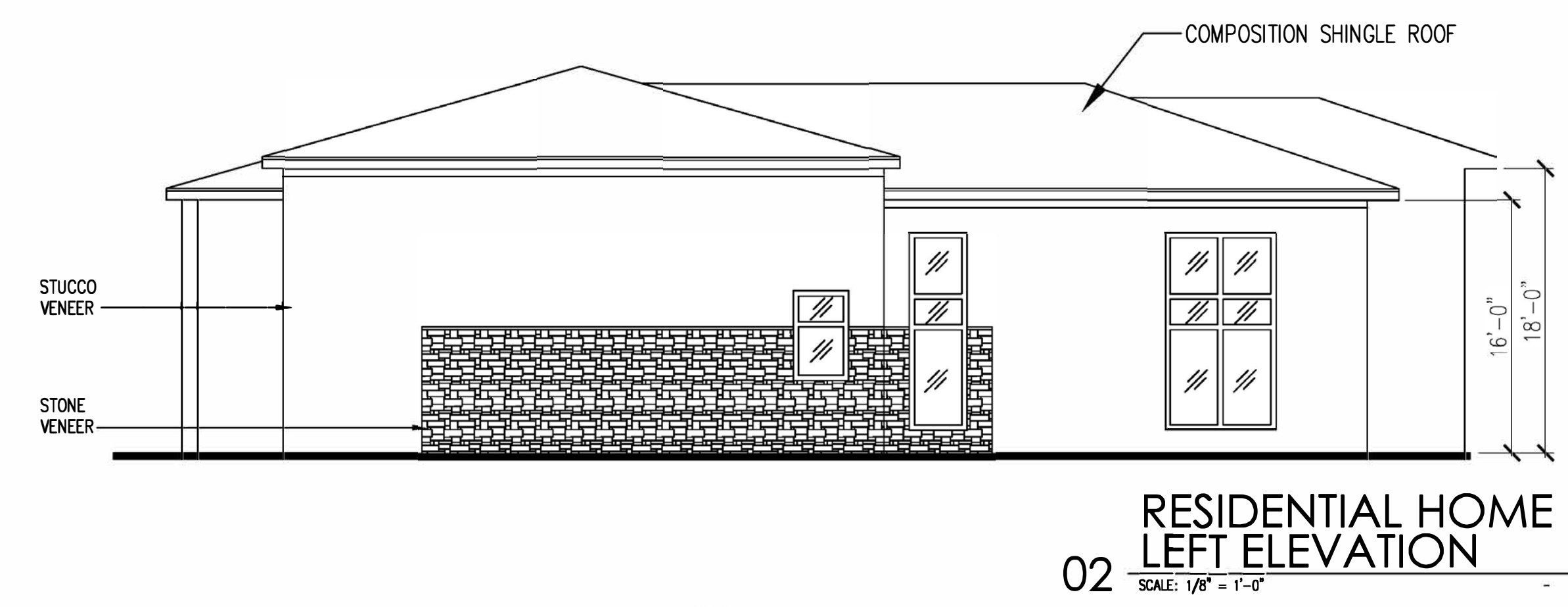
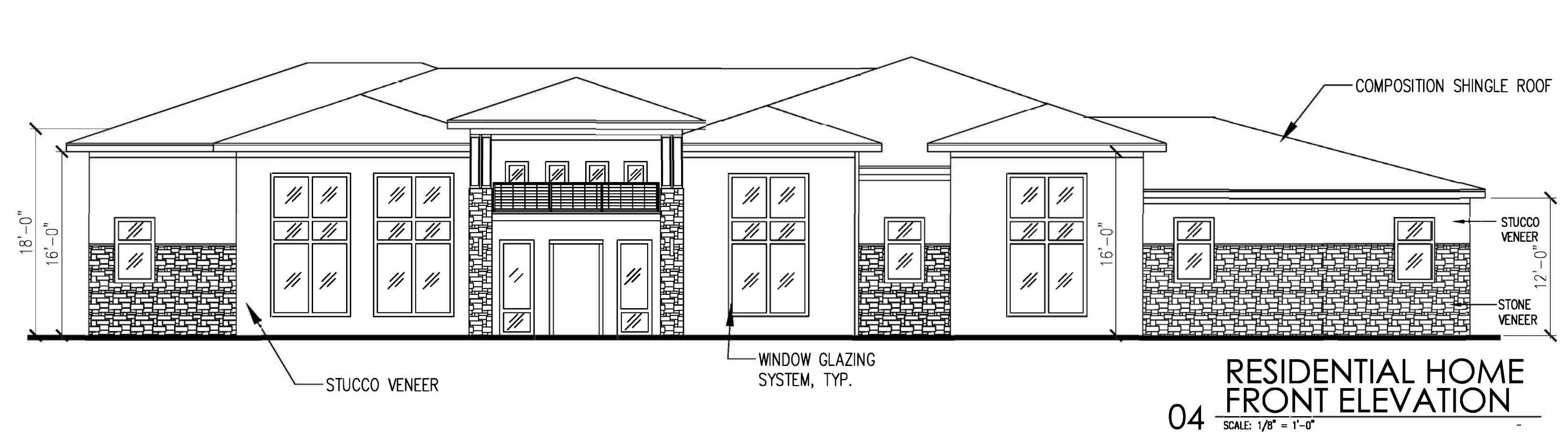


EXHIBIT B-1 FOR ZC#-23-019

PLANNED DEVELOPMENT DISTRICT REGULATIONS

PURPOSE AND INTENT:

The purpose and the intent of this PD, Planned Development District (this “PD, PLANNED DEVELOPMENT DISTRICT”), is to provide a distinct set of regulations that will deliver and sustain a traditional neighborhood that will create opportunities for neighborhood-focused goods and services that are necessary for the ordinary activities of daily life and increase the number of rooftops necessary to nurture and sustain new businesses in an aesthetically pleasing, compact, and walkable setting. These regulations will also allow room for exploration and experimentation in architecture and urban design to create iconic designs that positively contribute to a harmonious whole.

APPLICABILITY:

- A. All development shall be in accordance with the provisions of this PD, PLANNED DEVELOPMENT DISTRICT, and the Development Plans recorded hereunder, if any, shall be binding upon the applicant thereof, his and all successors and assigns, and shall limit and control all applications for building permits.
- B. The provisions of Chapter 155 of the Mansfield Code of Ordinances (i.e., the “MANSFIELD ZONING ORDINANCE”) shall continue to be applicable to all those issues not covered by the rules and the regulations found in this PD, PLANNED DEVELOPMENT DISTRICT.

- C. The provisions of the Mansfield Subdivision Control Ordinance (i.e., the “SUBDIVISION CONTROL ORDINANCE”) shall continue to be applicable all those issues not covered by the rules and the regulations found in this PD, PLANNED DEVELOPMENT DISTRICT.
- D. In the event of a conflict between these PD, PLANNED DEVELOPMENT DISTRICT standards and any of its illustrations, photographs, and other exhibits including but not limited to the development plan, that are attached thereto, and that are specified elsewhere in text, the standards that are set forth herein in the text shall prevail.
- E. In the event of a conflict between these rules and these regulations of this PD, PLANNED DEVELOPMENT DISTRICT and the MANSFIELD ZONING ORDINANCE, as amended, the standards that are set forth herein shall prevail.
- F. In the event of a conflict between these rules and these regulations of this PD, PLANNED DEVELOPMENT DISTRICT and the standards that are specified elsewhere in text and tables, the standards that are set forth herein shall prevail.
- G. In the event of a conflict between these PD, PLANNED DEVELOPMENT DISTRICT standards and any other codes, ordinances, regulations, or standards as adopted by the City of Mansfield, Texas, the standards that are set forth herein shall prevail.
- H. A mandatory Property Owners Association (the “POA”) shall be required for all the property described on EXHIBIT “B”, which is intended to be developed for all allowable commercial uses as set forth in this PD, PLANNED DEVELOPMENT DISTRICT. The mandatory POA shall be responsible for the maintenance of all common areas, easements, and open space in the commercial portion of the planned development. A mandatory Homeowners Association (the “HOA”) shall also be required for all the property described on EXHIBIT “B” which is intended to be developed for all allowable residential uses as set

forth in this PD, PLANNED DEVELOPMENT DISTRICT, and will be responsible for the maintenance of the lots owned by the HOA and all entryway features, screening walls (if any), fences, canopy trees, and landscaping.

- I. The POA and the HOA documents and any associated documents shall be filed in accordance with the City of Mansfield, Texas regulations and procedures. The documents shall be filed with the final plat at Tarrant County.

DESCRIPTIONS OF DEVELOPMENT TRACTS:

Development pursuant to the provisions of this PD, PLANNED DEVELOPMENT DISTRICT, is regulated in accordance with the intensity of the residential and commercial uses permitted. The property is intended to be developed for community retail and single-family townhome residential dwellings on approximately 10.574 acres of land.

DEVELOPMENT PLAN:

For the purpose of this PD, PLANNED DEVELOPMENT DISTRICT, a site plan and illustrative renderings of the non-residential uses and dwelling unit types are attached hereto, respectively, as “EXHIBIT B — 1” (collectively the “DEVELOPMENT PLAN”) to achieve the following:

- A. To establish all required setbacks and buffers for the property in the locations identified on the Development Plan; AND
- B. To set forth a general plan of development for the property as identified under the rules and

the regulations of this PD, PLANNED DEVELOPMENT DISTRICT.

PHASING PLAN:

Development under this PD, PLANNED DEVELOPMENT DISTRICT, may occur as a single phase, or multiple phases, provided that no application for a building permit for residential construction of the small lot product (generally 40-foot wide lots) may be made by the Developer (or their successors) prior to the design and the construction of a minimum of 10,000 square feet of the mandatory commercial space pursuant to the provisions that are set forth in this PD, PLANNED DEVELOPMENT DISTRICT.

A. **DEVELOPMENT INTENSITY** Residential construction.

1. Only one (1) buildings may be designed and constructed on each lot; one (1) principal building (i.e., single-family residential, detached)

B. Commercial construction.

1. A maximum of four (4) principal buildings designed and constructed for commercial use may be on a single lot or on multiple lots pursuant to the rules and the regulations of this PD, PLANNED DEVELOPMENT DISTRICT.

DEFINITIONS:

The following provides definitions for terms that are used in this PD, PLANNED DEVELOPMENT DISTRICT, that are either technical in nature, or otherwise may not reflect a

common usage of the term. Where terms are not defined in this PD, PLANNED DEVELOPMENT DISTRICT, and are defined in Section 155.012 of the MANSFIELD ZONING ORDINANCE, such terms shall have the meanings ascribed to them as found in that Section. Where terms are not defined in this PD, PLANNED DEVELOPMENT DISTRICT or in Section 155.012 of the MANSFIELD ZONING ORDINANCE, such terms shall have ordinarily accepted meanings such as the context applies.

ANCILLARY ROOF: A secondary structure attached to the principal structure, typically in the form of a one-story structure attached to a two-story structure.

ARCH: A curved symmetrical structure spanning an opening and typically supporting the weight of a bridge, roof, or wall above it.

ATTIC: The interior part of a building contained within a pitched roof structure.

AWNING: A fixed or movable shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for cafés and restaurants.

BUILDING FAÇADE: An exterior wall of a building.

BUILDING FRONTAGE: The area between a building elevation and the public right-of-way, it is inclusive of its built and planted components.

BUILDING HEIGHT: The vertical extent of a building measured in stories.

CORNER MARKET: A single small-scale retail business, that may be standalone or a part of a mixed-use building, typically supplying a limited selection of fresh or preserved food and sundries. It may or may not be accompanied by a food service establishment or a mail center (SYNONYM: CORNER STORE).

DOORYARD BUILDING FRONTAGE: A building frontage type with a shallow setback and a front garden or a patio, usually with a low wall or hedge at the lot line (VARIANT: LIGHTWELL, LIGHT COURT). *SEE DIAGRAM NO. 1*

DRIVEWAY: A vehicular lane within a lot, often leading to a garage.

GLAZING: The portion of a building elevation that is comprised of transparent glass, and that is usually set in doors and windows.

LOT: A parcel of land accommodating a building or buildings under single ownership.

LOT COVERAGE: The percentage of any lot that may be covered by buildings and other roofed structures.

LOT LINE: The boundary that legally and geometrically demarcates a lot.

OPEN SPACE: The land that is open to the sky and is specifically set aside for areas of structured or unstructured recreation and the enhancement of the urban environment (i.e., landscaped areas and hardscaped areas).

PIER: A solid support that is designed to sustain vertical pressure.

PORCH: An open-air room appended to a building, with floor and roof, but no walls on at least two (2) sides. *SEE DIAGRAM NO. 2*

PRINCIPAL ENTRANCE: The main point of access for pedestrians into a building.

SHOPFRONT BUILDING FRONTAGE: A building frontage that is most conventional for retail use with substantial glazing, wherein the building façade is aligned close to the front lot line with the building entrance at sidewalk grade. *SEE DIAGRAM NO. 3*

STOOP BUILDING FRONTAGE: A building frontage wherein the building elevation is aligned close to the front lot line with the first story elevated from the sidewalk for privacy, and with an exterior stair and a landing at an entrance.

STORY: A habitable level within a building, excluding an attic or a raised basement.

GENERAL SITE AND BUILDING STANDARDS:

The site and building standards provided below shall be specific to all construction on the property.

A. CONSIDERATIONS FOR UTILITIES.

1. Utilities shall be placed underground.
2. Utility services may require easements at the front, side, or rear lot lines for meters, pedestals, and other equipment requirements.

B. CONSIDERATIONS FOR LANDSCAPING.

1. All final landscaping plans shall require approval by the Director of Planning.
2. All single-family homes shall provide a minimum of one canopy tree found within the front yard. Tree species shall only be chosen from the recommended understory/ornamental trees in 155.092 Landscaping and Screening Standards.
3. All topographic transitions between improvements and existing grades or between lots shall appear to be natural slopes or to be garden terraces. In the event natural slopes or garden terraces are not possible, retaining walls may be used, subject to review and approval by the Director of Planning. Retaining walls are limited to a maximum height of four (4) feet and shall be made of brick, brick veneer, local stone or local stone veneer and be capped.

C. CONSIDERATIONS FOR LIGHTING.

1. Exterior light fixtures shall be compatible with the architectural style of the building to which they are attached.

D. ARCHITECTURAL STANDARDS:

1. General.

- a. All building elevations shall exhibit design continuity (i.e., exterior finish) and contain exterior accent materials that exhibit quality and durability.
- b. All building elevations of a single architectural composition shall maintain a uniform level of quality in materials and detailing.

2. Walls.

- a. No more than two (2) building wall materials shall be used on the exterior of any principal building or any outbuilding, excluding balconies, bay windows, patios, porches, exterior shutters, trim, and other such architectural features.
- b. With the exception of openings for doors and windows only, all building walls shall be finished in brick, cast stone, stone and / or stucco. Cementitious fiber board and wood may only be used as an accent material.
 - i. All stucco shall be masonry.
 - ii. All stucco shall have a smooth sand finish.
 - iii. All exposed exterior wood shall be painted or stained.
 - iv. Exterior insulation and finishing systems (E.I.F.S.) and vinyl siding are prohibited.

3. Roofs.

- a. Principal roofs, where sloped, shall be symmetrical gable or hip and angled

no less than 6:12. Sloped roofs shall only be clad in asphalt shingle, slate, or terra cotta tile. Sloped roof cladding may include metal, provided it complements an architectural style and it minimizes glare.

- b. Principal roofs where low-slope (i.e., flat), shall be surrounded by a horizontal parapet wall no less than 42 inches high where the roof deck meets the parapet wall on all sides.
- c. Ancillary roofs may be sheds angled no less than 3:12.

4. Openings.

- a. All windows openings shall be vertically proportioned and shall be rectangular in shape where visible from thoroughfares and civic spaces.
- b. All windows shall use vertically proportioned panes, excluding any transom windows above door openings visible from thoroughfares and civic spaces.
- c. All door and window openings shall reveal their thickness within the building wall, and where appropriate to the building material that is used. Doors and windows in building walls made of brick, stone, and stucco shall be recessed a minimum of three (3) inches in depth.
 - i. Flush-mounted windows are prohibited.
- d. Door and window header heights shall be consistent on building walls fronting a thoroughfare or a civic space.
- e. Door and window openings in building walls that are set along a thoroughfare, or a civic space shall be evenly spaced to create a harmonious composition.
 - i. All front doors (i.e., the main point of access for pedestrians into any

principal dwelling) shall be a minimum of eight (8) feet in height.

- f. Doors and windows that operate as sliders (i.e., not hinged) are prohibited.
- g. Garage doors shall be made of wood or composite wood and may have glass or framed panels.
- h. Garage doors shall not exceed 18 feet in width.
- i. A single carriage light shall be installed directly above each garage door.

5. Attachments.

- a. All flooring at stoops (e.g., the exterior stair and the landing) shall be made of brick, concrete, or stone to match the building wall finish.
- b. All flooring at balconies and at porches shall be made of brick, concrete, or stone.
- c. All chimneys, where visible, shall be clad in brick, cast stone, stone, or stucco.
 - i. Chimneys shall extend to the ground and shall provide a projecting cap on top.
- d. Flues may be painted black or galvanized.
- e. Any part of a balcony projecting beyond a building wall shall be structurally supported by brackets of appropriate scale.
- f. Gutters, where provided, shall be made of copper, galvanized steel, aluminum, or painted if fronting a thoroughfare or open space.

6. Specific to residential construction.

- a. All principal dwelling units shall have a limit for door and window openings in building façades that are set along a thoroughfare or a civic space. No less

than 15 percent and no more than 40 percent of the total building wall area shall be used for door and window openings.

- b. Building materials and architectural details found on the front façade must be provided along all facades. For the purpose of this portion of the development standards, windows will not be required on rear facades.
- c. All single family residential detached dwellings shall be constructed of a minimum of 60% masonry (brick, stone, or stucco).
- d. Elevation Diversity Requirement for Single-Family Residential Dwellings:

To promote architectural variety within this development, single-family residential detached dwellings may utilize repeated floorplans; however, a minimum of six (6) distinct exterior elevations must be employed. The same elevation design may be repeated on a home provided it is at least six (6) lots away from any existing home with a similar elevation along the same block face. The same elevation also may not repeat directly across the alley or the home to the left or right of the home directly across the alley. The intent of determining significant changes to elevations is to ensure no two homes are mistaken for the same home when examined side by side. In most instances this can be achieved by including all of the following items to be considered as a change of elevation.

Items to be Considered as a Change of Elevation

- Significant changes to roofline (altered area must be a minimum of 50% of the width of the structure);
- Additions of one or more dormers, when not identical to a house

within the 6-lot pattern;

- Substantial differences in exterior materials (greater than 30% of front wall coverage); and
- Installation of box windows, or other architectural projections that project from the predominant wall plane greater than one foot.

Items Not to be Considered a Change of Elevation

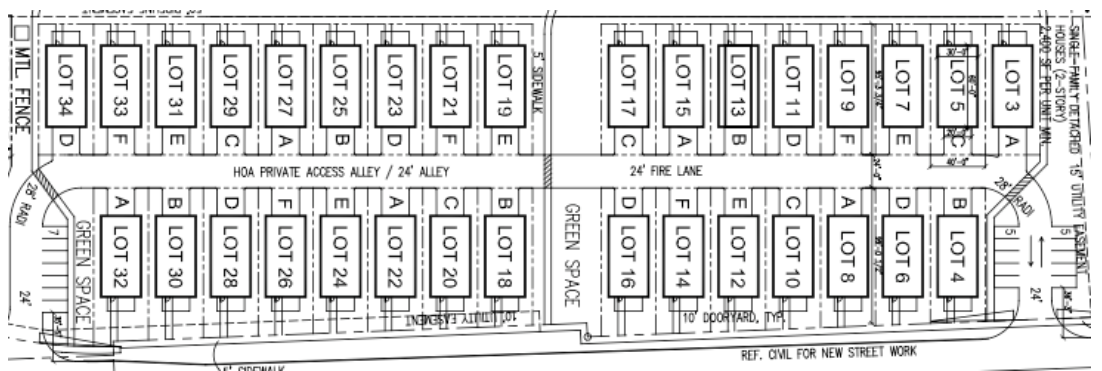
- Change in paint or brick color
- Change in windows: number, size or type
- Minor changes in exterior material, including add-on or adjustments of lintels, trim, arches, or similar minor aesthetic treatments.
- Mirrored or flipped building materials.

The purpose of this requirement is to ensure substantive changes in elevation to avoid repetitiveness, thereby minimizing uniformity and promoting diversity in massing, rooflines, structural variations, and overall aesthetic appearance. When a conflict in determining elevation differentiation occurs, the developer or home builder will need to provide colorized side by side renderings that clearly outline the differences between elevations.

Refer to lot diversity exhibit below:

ELEVATION DIVERSITY UNIT MIX

•	A UNITS	6
•	B UNITS	5
•	C UNITS	5
•	D UNITS	6
•	E UNITS	5
•	F UNITS	5



Lot by color variations possibility

Specific to fences and walls:

- e. Fences along front lot lines shall be made of metal or wrought iron.
 - i. All metal and wrought iron shall be black.
 - ii. All wood shall be painted or stained.
 - iii. All gates shall be made of metal or wood.
- f. Walls along lot lines shall be made of brick or stone (or brick or stone veneer).
 - i. All gates shall be made of metal or wood.
- g. Unless otherwise noted in this PD, PLANNED DEVELOPMENT DISTRICT, all fencing and walls shall comply with the requirements as set forth in Section 155.094 of the MANSFIELD ZONING ORDINANCE and the MANSFIELD SUBDIVISION CONTROL ORDINANCE.

7. Screening.

- a. Rooftop mechanical equipment shall be fully screened from view on all sides by parapet walls of which shall be at least 12 inches greater in height than the equipment.
- b. Ground mounted equipment, where practicable, shall be oriented to the rear or the side of lots. Ground mounted equipment located along a building frontage shall be visually screened by a screening structure or by landscaping, either of which shall be equal to or greater than the height of the equipment.
 - i. All landscaping shall be at least three (3) feet in height at the time of planting.
- c. Outdoor refuse / recycling collection receptacles shall not be located along

any building frontage and shall be located towards the rear or the side of buildings and lots. Outdoor refuse / recycling collection receptacles shall be located off a rear alley where available. All outdoor refuse / recycling receptacles shall be visually screened on three (3) sides by opaque walls made of brick, cast stone, or stone, and at least six (6) feet in height. Access doors into the outdoor refuse / recycling receptacle shall be constructed of opaque metal matching the height of the wall. All walls and access doors shall screen the outdoor receptacle from view on all sides. Lids are required on all outdoor receptacles that are not in a roofed enclosure.

- d. Loading docks and service areas shall be visually screened, shall not be located along building frontages, and shall be located towards the rear of the building and its lot.

DEVELOPMENT STANDARDS:

A. LOT STANDARDS.

1. There are no minimum lot widths.
2. There is no minimum lot size.
3. Lot coverage shall not exceed 80 percent for all construction.
4. All platted lots shall front on a thoroughfare or a civic space (i.e., the front lot line).

B. BUILDING SETBACKS.

All buildings shall be setback from the boundaries of their lots according to the following:

1. Front building setbacks for principal buildings:

- a. 20 feet maximum.
2. Side building setbacks for principal buildings:
 - a. 0 feet minimum for attached principal buildings; AND
 - b. five (5) feet minimum from side lot lines for detached principal buildings.
3. Rear building setbacks for principal buildings:
 - a. 15 feet minimum, as measured from the centerline of the rear alley; AND
 - b. in the absence of rear alley, five (5) feet minimum.
4. Setbacks for accessory buildings and accessory structures shall be in accordance with the applicable provisions set forth in the MANSFIELD ZONING ORDINANCE.

C. BUILDING HEIGHT.

1. Building height shall be measured in stories for each habitable level above-ground, as provided below:
 - a. Stories are measured from finished floor to finished ceiling.
 - b. For residential construction, all ground floors shall have a minimum story height of 10 feet.
 - c. For commercial construction, ground floors shall have a minimum story height of 11 feet and a maximum story height of 18 feet.
 - d. For residential construction and commercial construction, second stories shall not exceed 14 feet in height.
 - e. Building height measurement shall not include the following:
 - i. attics;
 - ii. belfries;

- iii. chimneys;
- iv. clock towers;
- v. vents; AND
- vi. other uninhabited accessory elements.

2. Principal buildings.

- a. Principal building height for all construction shall be limited to two (2) stories.

3. Accessory dwelling units and accessory structures.

- a. Accessory dwelling units and accessory structure building height shall comply with applicable rules and regulations for building height in the MANSFIELD ZONING ORDINANCE.

D. BUILDING ORIENTATION.

- 1. Principal buildings shall be designed and constructed to have their principal pedestrian entrance along a thoroughfare or an open space with the exception of entrances off of a courtyard, that are visible from public rights-of-way.

E. BUILDING FRONTAGES.

1. General.

The front building façade (and front building setback) shall have the required building frontage.

- a. The front building façade (and front building setback) of each detached single-family residence shall provide: (i) a dooryard; (ii) a porch (and fence); or (iii) a stoop building frontage.
- b. The front building façade of each principal building designed and

constructed for commercial use shall provide a shopfront building frontage only.

- c. Design inspiration for the building frontages shall be as shown in DIAGRAM NO. 1, DIAGRAM NO. 2, DIAGRAM NO. 3, and DIAGRAM NO. 4.

2. Specific to porch (and fence) building frontages:

- a. Porches shall be no less than six (6) feet deep.
- b. Porches shall be permitted to encroach to within five (5) feet of a front lot line.
 - i. Stairs to porches may encroach up to the front lot line, but not into the public right-of-way (i.e., thoroughfare).
- c. Fences and hedges at the front lot lines shall be limited to a maximum height of four (4) feet.

3. Specific to dooryard building frontages:

- a. Dooryards may encroach into the front setback up to 100 percent of its depth.
- b. Dooryards shall be no less than 10 feet deep.
- c. Dooryards shall be bound by walls three (3) feet in height on three (3) sides.
 - i. Walls for dooryard building frontages shall be constructed of brick or stone (or shall be faced with brick veneer or stone veneer) and shall match the adjacent building elevation.

4. Specific to stoop building frontages:

- a. Stoops shall be no less than four (4) feet deep.
- b. Stoops shall be between four (4) and six (6) feet in width.

- c. Stoops may encroach into the setback up to 100 percent of its depth.
 - i. Stairs to stoops may encroach up to setback, but not into a public right-of-way (i.e., thoroughfare) or civic space.
 - d. Stoops shall be raised a minimum of two (2) feet from the average sidewalk grade at the building frontage.
5. Specific to shopfront building frontages:
- a. The shopfront windows, doors, signage, awnings, details, and lighting shall be designed as a unified architectural composition. Shopfront building frontages shall also be designed in proportions that reflect human-scaled movement and encourage visual interest at the street level. Each shopfront building frontage shall be architecturally articulated and distinguished from the adjoining tenant space to the satisfaction of the Director of Planning.
 - b. A minimum of 70 percent of the front building façade between two (2) and 12 feet above the adjacent sidewalk shall be glazed in clear glass. A minimum of 50 percent of any building façade facing any open space or other area provided for structured or unstructured recreation shall be glazed in clear glass between two (2) and 12 feet above the adjacent sidewalk.
 - i. Where appropriate, sliding doors and / or folding doors that allow the activity of the business to open adjacent to and onto the sidewalk may be installed for food service establishments. Design inspiration for all such sliding doors and folding doors shall be as shown in DIAGRAM NO. 5 — A and DIAGRAM NO. 5 — B.
 - c. A shopfront building frontage may include awnings, provided that all

awnings shall project horizontally from the building façade a minimum of six (6) feet in depth.

i. Awnings may encroach to within two (2) feet of the front lot line.

d. A shopfront shall be subject to the following design requirements:

i. Bulkheads shall be between 24 and 36 inches in height.

ii. Bulkheads shall be made of brick, cast stone, stone, or stucco.

iii. Transom windows shall be installed above the bulkhead and display windows and shall be a minimum of four (4) feet in height.

e. A commercial use may utilize the building frontage, the adjacent sidewalk, or a combination of both for outdoor display of merchandise, for outdoor seating, for outdoor serving, and for other business-related activities provided that a minimum 6-foot contiguous path for pedestrians be maintained.

i. Outdoor seating and outdoor serving areas shall be separated from all thoroughfares, sidewalks, and pedestrian paths using any combination of wrought-iron railings, metal fencing, planters, and landscaping.

ii. Outdoor display of merchandise shall not be left outdoors past business hours.

F. BUILDING AREA.

1. Residential construction.

a. The minimum building area for each single-family residence (detached) shall be 2,400 square feet.

2. Commercial construction.

- a. There shall be no minimum building area for commercial construction.
- b. The maximum building area for a single tenant space or a single building shall not exceed 13,220 square feet.

G. GENERAL TO ALL ALLOWABLE PRINCIPAL USES AND ACCESSORY USES.

1. Residential buildings and their lots are restricted to one (1) principal use and may have more than one (1) accessory use.
2. Commercial buildings and their lots may have more than one (1) principal use.

H. SPECIFIC TO ALL ALLOWABLE PRINCIPAL USES.

The allowable principal uses for all buildings and their lots shall be limited to the following:

1. Artist studio.
2. Bank.
3. Fitness studio.
4. Food service establishment, provided the specific use shall be further restricted to the following:
 - a. bakery;
 - b. bistro;
 - c. café;
 - d. coffee bar;
 - e. ice cream shop; AND
 - f. restaurant.
5. Medical Clinic, excluding Urgent Care.
6. Mobile Food Vendor Park.

7. Office.
8. Open-air Farmers Market.
9. Personal Service, provided the specific use shall be further restricted to following:
 - a. alterations;
 - b. barber;
 - c. day spa;
 - d. dry cleaner;
 - e. hairdresser; AND
 - f. salon.
10. Retail, provided the specific use shall be further restricted to the following:
 - a. arts and crafts store;
 - b. book store;
 - c. clothing store;
 - d. commercial kitchen;
 - e. corner market;
 - f. cosmetics store;
 - g. dairy goods store;
 - h. eyewear store;
 - i. gift store;
 - j. hardware goods store;
 - k. home décor store;
 - l. jewelry store;
 - m. office supplies store;

n. pet supplies store; AND

o. pharmacy.

11. Single-family residential (detached).

12. Veterinary clinic (no outdoor kennels).

I. GENERAL TO ALL ALLOWABLE ACCESSORY USES AND STRUCTURES.

The allowable accessory uses and structures for all buildings and their lots shall be limited to the following:

1. Accessory dwelling unit.

2. Accessory uses and structures as permitted in the SF-7.5/12, SINGLE-FAMILY RESIDENTIAL DISTRICT in the MANSFIELD ZONING ORDINANCE.

J. SPECIFIC USE PERMITS. Consideration for all specific use permits shall be in accordance with the standards and procedures set forth in Section 155.080 of the MANSFIELD ZONING ORDINANCE. The following uses require review and approval of a specific use permit:

1. Childcare center.

K. PROHIBITED USES AND STRUCTURES. Any use that is not allowed by-right or approved by a specific use permit in accordance with the standards and procedures set forth in Section 155.080 are not allowed within this PD, PLANNED DEVELOPMENT DISTRICT. The following specific uses of buildings and their lots are additionally not allowed within this PD, PLANNED DEVELOPMENT DISTRICT:

1. Body piercing parlor or tattoo parlor;

2. Check cashing;

3. Drive-through facility;

4. Liquor store, package store, or package liquor store;
5. Outside storage of retail goods and merchandise;
6. Pawn shop, second hand shop, or thrift store;
7. Retail sales of guns or weapons; AND
8. Urgent care.

L. ADDITIONAL RULES AND REGULATIONS.

1. Corner market.

- a. A minimum of 50 percent of the total retail sales area and display area shall be dedicated exclusively to the sale of food and beverages that are intended for home preparation and consumption;
- b. A minimum of 35 percent of its total retail sales area and display area shall be dedicated exclusively to the sale of perishable goods including but not limited to: dairy; fish; fruits; grains; meat; poultry; and vegetables;
- c. A maximum 15 percent of its total retail sales area and display area shall only be dedicated to the sale of alcohol, exclusively for off-site consumption;
AND
- d. The retail sale of discount and used merchandise is prohibited.

2. Retail.

- a. The retail sale of discount and used merchandise is prohibited.

M. MANDATORY COMMERCIAL.

1. The Developer shall design and construct (or the Developer shall cause to be designed and constructed) a minimum of 10,000 square feet of the mandatory commercial space prior to submitting any application for any building permit for

residential construction pursuant to the provisions of this PD, PLANNED DEVELOPMENT DISTRICT.

2. The Developer shall (or shall cause) a minimum of 2,500 square feet of the mandatory commercial space to be permanently dedicated to the operation of at least one (1) food service establishment in accordance with applicable rules and regulations of this PD, PLANNED DEVELOPMENT DISTRICT and all other applicable codes, ordinances, and standards of the MANSFIELD CODE OF ORDINANCES. For purposes of this PD, PLANNED DEVELOPMENT DISTRICT, the 2,500 square feet of permanently dedicated commercial space to the operation of a food service establishment shall be designed and constructed as part of the required 10,000 square feet of the mandatory commercial space.

N. PARKING STANDARDS.

1. General.
 - a. Parking provided shall include the actual parking spaces provided within the private lot and along the parking lane corresponding to the private lot.
 - b. Unless otherwise noted below, all applicable provisions of Section 155.091 of the MANSFIELD ZONING ORDINANCE shall apply.
2. Parking requirements. There are no minimum parking requirements for commercial uses; and maximum parking requirements shall be as provided below for commercial uses. Maximum parking requirements for all commercial uses shall include the actual parking spaces that are provided within the private lot and along the parking lane (i.e., on-street parking) corresponding to the private lot. There shall be a minimum parking requirement as provided below for residential uses:

- a. Residential: 2.0 assigned parking spaces per dwelling unit
 - i. The minimum required parking shall be located within a garage.
 - b. Office: 4.0 assigned parking spaces per 1,000 square feet (maximum).
 - c. Retail: 10.0 assigned parking spaces per 1,000 square feet (maximum).
 - d. All other uses: 4.0 assigned parking spaces per 1,000 square feet (maximum).
3. PARKING ACCESS.
- a. Garages shall be accessed by driveways from the rear alley.
 - b. Vehicular entrances to parking lots shall be no wider than 24 feet at the front lot line.
4. PARKING LOCATION.
- a. Carports and garages shall be located at the rear of the lot.
 - b. Garages may be attached to or detached from dwellings.
 - c. Parking lots shall be oriented to the rear or the side of the lot.
5. PHYSICAL REQUIREMENTS.
- a. Parking lots shall be visually screened from thoroughfares and civic spaces by hedges that are between three (3) and four (4) feet in height, and with openings no larger than necessary to allow for automobile and pedestrian access.
 - b. Parking lots are not allowed between any building façade and a thoroughfare or a civic space.
 - c. All on-street parking spaces shall be paved in brick, cobble, or stone.
 - i. Other materials are also permitted, provided they have the appearance

of the paving materials noted above, subject to review and approval by the Director of Planning.

- d. A minimum of one (1) bicycle rack shall be provided within the private lot for every 20 vehicular parking spaces.

O. LANDSCAPING STANDARDS. Unless otherwise noted within the rules and regulations of this PD, PLANNED DEVELOPMENT DISTRICT, all provisions of Section 155.092 of the MANSFIELD ZONING ORDINANCE shall apply to property developed in accordance this PD, PLANNED DEVELOPMENT DISTRICT.

- 1. Buildings and structures are prohibited within the existing 50-foot easement buffer in the location shown on the DEVELOPMENT PLAN.

P. OPEN SPACE STANDARDS. Unless otherwise noted within the rules and regulations of this PD, PLANNED DEVELOPMENT DISTRICT, all provisions of Section 155.073 of the MANSFIELD ZONING ORDINANCE shall apply to property developed in accordance this PD, PLANNED DEVELOPMENT DISTRICT. Inspiration for the design, the landscape, and the programming for the open space providing structured and / or unstructured recreation for the commercial buildings shall be in accordance with DIAGRAM NO. 6 included within the standards of this PD, PLANNED DEVELOPMENT DISTRICT.

Q. RETENTION POND AREA. If required, the retention pond area shall be wet, and shall also be well-landscaped and integrated into the design of the site, subject to review and approval by the Director of Planning. Inspiration for the design and landscaping of the retention pond area shall be in accordance with EXHIBIT “B — 3” included within the standards of this PD, PLANNED DEVELOPMENT DISTRICT.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 24-6158

Agenda Date: 9/9/2024

Version: 2

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and Second and Final 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 City Council met on August 26, 2024, and voted 6 to 1 to recommend approval to the second and final reading. Deliberations concerning connectivity, access, and height transitions were provided by the Department of Planning.

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

Attachment

Ordinance
Maps and Supporting Information
Exhibit A

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 26TH DAY OF AUGUST, 2024.

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

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

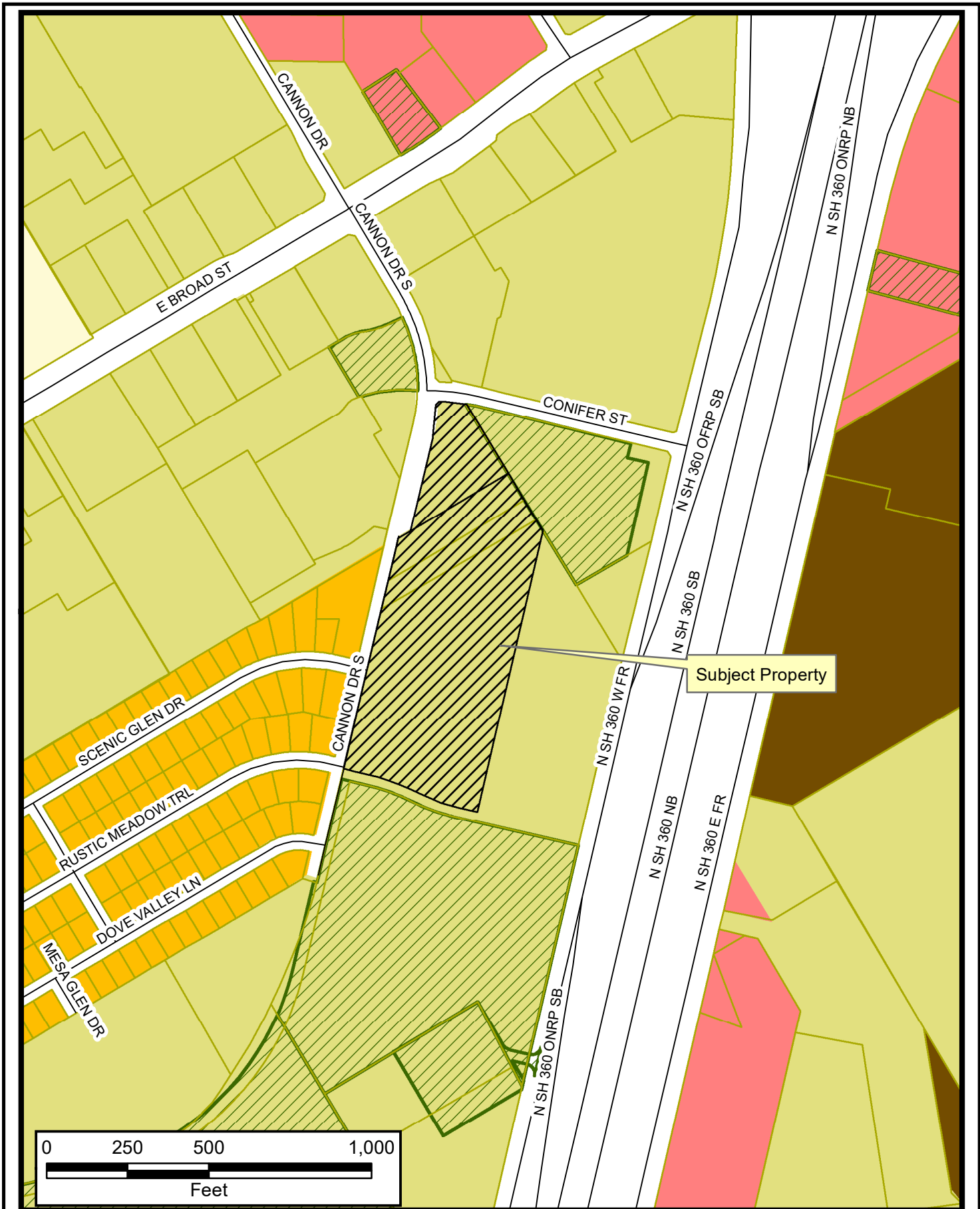
Ashley Dierker, City Attorney



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

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
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: 24-6175

Agenda Date: 9/9/2024

Version: 1

Status: First and Final Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Approving the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2025 (Tax Year 2024) at a Rate of \$0.645000 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2024, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together with Penalties and Interest

Requested Action

Vote to Adopt the Tax Rate Ordinance for FY2025, setting the proposed tax rate at \$0.645000.

Recommendation

Adopt the Ordinance setting the tax rate at \$0.645000 for FY2025.

Description/History

Staff announced a proposed tax rate of \$0.645000, which is lower than both the No-new-revenue tax rate and the Voter Approval tax rate, to support the budget for Fiscal Year 2025 during the regular City Council meeting held on August 26, 2024. The proposed rate represents a decrease to the current tax rate, and the proposed tax rate is lower than the Voter Approval Tax Rate; therefore, the City is not required to hold an election to seek voter approval of the tax rate. The \$0.645000 tax rate is comprised of \$0.223129 for Debt and \$0.421871 for Operations and Maintenance.

Justification

Provide for the annual service program to the City of Mansfield, Texas for Fiscal Year 2025.

Funding Source

Ad Valorem Taxes

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2024 (FISCAL YEAR 2024-2025) AT A RATE OF \$0.645000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2024, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Mansfield hereby finds that the tax rate for the fiscal year beginning October 1, 2024, and ending September 30, 2025, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025; and,

WHEREAS, all statutory, constitutional, and charter requirements concerning the levying and assessing of ad valorem taxes have been complied with; and,

WHEREAS, the City Council approved a motion in the form of “I move to approve and adopt a tax rate of \$0.645 cents for the City of Mansfield, said rate being less than the No New Revenue Rate and less than the Voter Approval Rate,” demonstrating the City Council is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1.

That there be and is hereby levied for the tax year 2024 (fiscal year 2024-2025) on all taxable property, real, personal, and mixed, situated within the limits of the City of Mansfield, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.645000 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City, a tax of \$0.421871 on each One Hundred Dollars (\$100.00) assessed value on all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of **\$0.223129** on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2.

That all ad valorem taxes shall become due and payable on October 1, 2024, and all ad valorem tax for the year shall become delinquent after January 31, 2025. There shall be no discount for payment of taxes prior to January 31, 2025. A delinquent tax shall incur all penalty and interest authorized by law (33.01 Texas Tax Code), to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2025, incur an additional penalty of twenty percent (20%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the City's Tax Collection Attorney pursuant to Section 33.07 of the Texas Tax Code and are in addition to the other penalties and interest which are due and owing according to law.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2024 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional twenty percent (20%) of the delinquent tax, penalty and interest. Such additional penalty is in addition to the other penalties and interest which are due and owing according to law.

That a tax imposed on tangible personal property that becomes delinquent on or after February 1, 2024, shall incur an additional penalty of twenty percent (20%), to defray costs of collection, pursuant to the authority granted by Section 33.11 of the Texas Tax Code, on the later of the date the tax becomes subject to the outside attorney collection contract of Section 6.30 of the Texas Tax Code or 60 days after the date the taxes become delinquent. Such additional penalty is in addition to the other penalties and interest which are due and owing according to law.

SECTION 3.

Taxes are payable at 100 E. Weatherford, Room 102C, Fort Worth, Texas 76196-0301 at the office of the Tarrant County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 4.

That the City Manager, or designee, is hereby directed to notify the tax assessor-collectors of Tarrant, Johnson and Ellis counties of the ad valorem tax rate adopted by the City in this Ordinance before September 30, 2023. That the tax rolls, as presented to the City Council, together with any supplement thereto as a result of the calculation done by the tax assessor in accordance with Section 26.09 of the Texas Tax Code, be, and the same are hereby approved.

SECTION 5.

That such taxes, penalty and interest shall be and become a lien upon the property on which the taxes are levied, as prescribed by the Charter of the City of Mansfield, Texas, and the laws of the State of Texas, and such lien shall be and is hereby made a paramount, first and superior lien to all other liens whatsoever on the property on which said taxes are levied

SECTION 6.

That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7.

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2024, this Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THIS 9TH DAY OF SEPTEMBER, 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.
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mansfieldtexas.gov

STAFF REPORT

File Number: 24-6187

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Mansfield Park Facilities Development Corporation

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Mansfield Park Facilities Development Corporation.

Staff recommends the following appointments:

- Reappoint Jessica Ng-Hinojosa and Raul Najera to serve a two-year term
- Appoint Malinda Knappenberger to a full time Director position for a two-year term
- Appoint Lawrence Hood as an Alternate for an unexpired two-year term ending 9/30/2025
- Appoint Scot Bowman as Chair/President

Justification

N/A

Funding Source

N/A

Prepared By

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



CITY OF MANSFIELD

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STAFF REPORT

File Number: 24-6188

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Mansfield Economic Development Corporation

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Mansfield Economic Development Corporation.

Staff recommends the following appointments:

- Reappoint William Vivoni and Kent Knight to serve a two-year term
- Appoint Lance Walker to serve a two-year term
- Appoint Todd Simmons as Chair/President

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6189

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Planning and Zoning Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Planning and Zoning Commission.

Staff recommends the following appointments:

- Reappoint Michael Mainer and Jennifer Thompson to a two-year term
- Appoint Dave Godin and Hamilton Walker to a two-year term
- Appoint Michael Mainer as Chair

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6190

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Zoning Board of Adjustments

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Zoning Board of Adjustment.

Staff recommends the following appointments:

- Reappoint Patrick Jones to serve a two-year term
- Appoint Katt Watton and David Jones to fill full time Member positions for two-year terms
- Appoint Stacy Penney and Timothy Greenway as Alternates to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6191

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Historic Landmark Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Historic Landmark Commission.

Staff recommends the following appointments:

- Reappoint Bob Klenzendorf, Tom Leach, David Littlefield and Mark Walker to serve a two-year term
- Future appointment of a Youth Commissioner Representative

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6192

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Historic Preservation Advisory Board

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Historic Preservation Advisory Board.

Staff recommends the following appointments:

- Reappoint Annett Hamill and Linda Leddy to serve a two-year term
- Appoint Eric Walraven and Matthew Reilly to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6193

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Library Advisory Board

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Library Advisory Board.

Staff recommends the following appointments:

- Reappoint Jandel Crutchfield and Leigh Ann Osburn to serve a two-year term
- Appoint Kamaria Chisolm to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6194

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Keep Mansfield Beautiful Commission

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Keep Mansfield Beautiful Commission.

Staff recommends the following appointments:

- Reappoint Kristine DeWolf, Dee Chambliss and Jeffrey Wilborn to serve a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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



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STAFF REPORT

File Number: 24-6195

Agenda Date: 9/9/2024

Version: 1

Status: New Business

In Control: City Council

File Type: Appointment

Agenda Number:

Title

Board Appointments: Construction Code Board of Adjustment and Appeals

Requested Action

Appoint/Reappoint Board Members

Recommendation

Defer to Council.

Description/History

On August 26, 2024 the City Council reviewed staff recommendations brought forward for the Construction Code Board of Adjustment and Appeals.

Staff recommends the following appointments:

- Reappoint Robert Morris and Rick Rhodes to a two-year term
- Appoint Michelle Dennis as an At-large member to a two-year term
- Appoint Cassandra Redinger as an Alternate to a two-year term

Justification

N/A

Funding Source

N/A

Prepared By

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