



# CITY OF MANSFIELD

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

## Meeting Agenda

### City Council

Monday, February 10, 2025

3:00 PM

Council Chambers

#### REGULAR MEETING

**1. 3:00 P.M. - CALL MEETING TO ORDER**

**2. WORK SESSION**

Review and Discussion of the February 10, 2025 Posted Agenda Items

**3. RECESS INTO EXECUTIVE SESSION**

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

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

Seek Advice of City Attorney Regarding Housing Tax Credit Application

Seek Advice of City Attorney Regarding HUD Complaint

Seek Advice of City Attorney Regarding Contract Negotiations

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

Project Union Creek

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

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

Economic Development Project #21-33

Economic Development Project #25-01

**4. 6:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**

**5. INVOCATION**

**6. PLEDGE OF ALLEGIANCE**

**7. TEXAS PLEDGE**

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

**8. CITIZEN COMMENTS**

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

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

**9. COUNCIL ANNOUNCEMENTS**

**10. SUB-COMMITTEE REPORTS**

[25-6402](#)

Minutes - Approval of the January 27, 2025 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:** [January 27, 2025 DRAFT Minutes](#)

**11. STAFF COMMENTS**

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

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

Current/Future Agenda Items

**B. Police Department Report**

[25-6411](#) 2024 Mansfield Police Department Annual Traffic Contact Report

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

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

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

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

[25-6394](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager and the Mansfield Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas, Public Safety Office, Criminal Justice Division to Purchase Modular Vehicular Barriers in an Amount Not to Exceed \$98,940; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

**Presenters:** Tracy Aaron

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

[25-6403](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing a Professional Services Contract Between the City of Mansfield, Texas and Kimley-Horn Associates, Inc. in an Amount Not to Exceed \$132,000 for the Design of Fiber Optic Infrastructure; Finding that the Meeting at which this Resolution is Passed and Open to the Public as Required by Law; and Declaring an Effective Date (Certificate of Obligation Bonds)

**Presenters:** Troy Lestina

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

[Exhibit A](#)

[25-6404](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Interlocal Agreement for Cooperative Purchasing of Goods, Products, and/or Services by and between the City of Mansfield and the City of Allen; Authorizing the City Manager, or Designee, to Execute any Documents Necessary to Implement this Resolution; Finding that the Meeting at which this Resolution is Passed and Open to the Public as Required by Law; and Declaring an Effective Date

**Presenters:** Troy Lestina

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

[Exhibit A](#)

[25-6407](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Contract Amendment Between the City of Mansfield, TX and Pacheco Koch Consulting Engineering, LLC, in an Amount Not to Exceed \$36,500.00 for the Design of South Main Street and Heritage Parkway Intersection Improvements; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Street Bond Fund)

**Presenters:** Raymond Coffman

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

[Contract Amendment](#)

[Project Exhibit](#)

[25-6409](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Advance Funding Agreement Between the City of Mansfield, Texas and The Texas Department of Transportation in an Amount Not to Exceed \$112,033 for the Design and Construction of the HSIP Walnut Creek Drive Signal Improvements (Debbie Lane to Saving Place Drive); Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Street Bond Fund)

**Presenters:** Raymond Coffman

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

[Draft Advance Funding Agreement](#)

[Project Exhibit](#)

[25-6410](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager and the Mansfield Police Department to Make Application, Receive, and Expend Grant Funding from the State of Texas, Office of the Governor, Public Safety Office, Body-Worn Camera Grant Program FY-2026 in an Amount Not to Exceed \$126,400 to Purchase Body-Worn Cameras; Agreeing to Provide Applicable Matching Funds; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

**Presenters:** Tracy Aaron



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

[25-6415](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Purchase of 1.15 Acres at the Northeast Corner of Regency Parkway and Heritage Parkway, Tarrant County, Texas; Authorizing the Execution of any Documents Necessary to Implement this Resolution; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date (TIRZ #1)

**Presenters:** Matt Jones

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

[25-6400](#) Minutes - Approval of the January 27, 2025 Regular City Council Meeting Minutes

**Presenters:** Susana Marin

**Attachments:** [January 27, 2025 DRAFT Minutes](#)

[25-6401](#) Minutes - Approval of the January 16 - January 17, 2025 City Council Strategic Visioning Workshop Minutes

**Presenters:** Susana Marin

**Attachments:** [January 16 - January 17, 2025 DRAFT Minutes](#)

### **END OF CONSENT AGENDA**

## **14. PUBLIC HEARING**

[25-6398](#) Ordinance - Public Hearing and Consideration of an Ordinance of the City of Mansfield, Texas, Setting Forth the Standards of Care for the Parks and Recreation Department's Kids Zone Program for the City of Mansfield; Providing for the Operational Standards of the Administration for the Program; Providing for the Inspecting, Monitoring, and Enforcement of the Standards of Care; Providing for the Staffing Levels, Training and Responsibilities for Those Working in the Program, Providing for Facility Standards; Providing for the Repeal of all Ordinances in Conflict; Providing for a Cumulative Clause; Providing for a Severability Clause; Providing for Publication as Required by Law; Providing for an Effective Date

**Presenters:** Brian Coatney

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

[Standards of Care](#)

[25-6408](#) Public Hearing and Consideration of a Specific Use Permit for a Convenience Store/Gas Station on approximately 0.480 acres being Lot 4R1, Block 1, Wal-mart Addition, Tarrant Co., TX, located approximately 925 feet southeast from the intersection of North U.S. HWY 287 and North Walnut Creek Drive, and addressed as 950 North Walnut Creek Drive.; Murphy Oil USA Inc., Owner/Developer; JM Civil, Engineer (SUP#24-003)

**Presenters:** Arty Wheaton-Rodriguez

**Attachments:** [Maps and Supporting Information](#)

[Exhibits A - E](#)

**15. ADJOURN**

**CERTIFICATION**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the February 10, 2025 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, February 6, 2025 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  
mansfieldtexas.gov

## STAFF REPORT

File Number: 25-6402

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the January 27, 2025 Local Transportation Issues Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Tonore (Chair), Bounds, and Fresquez)

**Requested Action**

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

**Recommendation**

Approval of the minutes by the Council.

**Description/History**

The minutes of the January 27, 2025 Local Transportation Issues Sub-Committee Meeting are in DRAFT form and will not become effective until approved by the Sub-Committee at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

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

Monday, January 27, 2025

1:30 PM

City Hall

#### CALL TO ORDER

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

*Staff present: City Manager Joe Smolinski, Deputy City Manager Troy Lestina, Assistant City Manager Matt Jones, Assistant City Manager Vanessa Ramirez, Executive Director of Public Works Jeff Price, Director of Engineering Services Raymond Coffman, Assistant Director of Public Works - Transportation James Rogge, Transportation and Mobility Engineer Taylor Derden, 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.*

#### DISCUSSION ITEMS

Quarterly Update Regarding the Annual Capital Improvement Plan

*Director of Engineering Services Raymond Coffman presented the item and spoke on the purpose of the Roadway Capital Plan Quarterly Update, which included regular updates on the progress of the Roadway Capital Program and projects, general project statuses, issues and risks, the milestone schedule, and being able to discuss topics and answer questions. Raymond next spoke in detail on the programming process of annual project selection and programming, project funding through the annual budget process, and then the project process, which included scope definition, RFP, design contract, right-of-way acquisition after 60% design, franchise utility relocation, external permitting, public bid, contract award and execution, preconstruction meeting, and construction. Raymond and Assistant City Manager Matt Jones answered questions on timelines, providing these updates to the full Council and community, the stages of the milestone schedule, and certain projects.*

Discussion Regarding Standard Construction Details for Street Improvements

*Casey Lewis, a Casey Lewis Companies Representative, presented the item and discussed in detail the benefits and disadvantages of both asphalt and concrete for*

*thoroughfares, residential streets in public neighborhoods, and commercial parking lots. He spoke on the history of roads in the city, issues, showed examples of asphalt, concrete, and a mix of materials, and answered questions. The sub-committee stated they were agreeable with a flexibility in design.*

**ADJOURNMENT**

*Chair Tonore adjourned the meeting at 2:44 p.m.*

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

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6411

---

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** To Be Presented

**In Control:** City Council

**File Type:** Consideration Item

**Agenda Number:**

**Title**

2024 Mansfield Police Department Annual Traffic Contact Report

**Requested Action**

Review of Annual Report

**Recommendation**

Review of Annual Report

**Description/History**

Mandated 2024 Traffic Contact Report with comparative analysis.

**Justification**

Provide current report and statistics to City Council

**Funding Source**

N/A

**Prepared By**

Gary Fowler, Assistant Police Chief  
817-276-4723

**RACIAL PROFILING REPORT**

**MANSFIELD**  
Police Department

**2024**



**DEL CARMEN**  
Consulting, LLC.

LAW ENFORCEMENT EXPERTS



*"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."*

-Quote by Geneva Reed (Mother of Sandra Bland)





January 14, 2025

Mansfield City Council  
1200 E. Broad St.  
Mansfield, TX 76063

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Mansfield Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the Mansfield Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Mansfield Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Mansfield Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the Mansfield Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

# Table of Contents

<b>INTRODUCTION</b>	
Letter to Council Members	<b>2</b>
Table of Contents	<b>3</b>
<hr/>	
<b>RESPONDING TO THE LAW</b>	
Public Education on Filing Compliments and Complaints	<b>4</b>
Racial Profiling Course Number 3256	<b>5</b>
Reports on Compliments and Racial Profiling Complaints	<b>11</b>
Tier 2 Data (Includes tables)	<b>13</b>
<hr/>	
<b>ANALYSIS AND INTERPRETATION OF DATA</b>	
Tier 2 Motor Vehicle-Related Contact Analysis	<b>23</b>
Comparative Analysis	<b>24</b>
Summary of Findings	<b>26</b>
Checklist	<b>27</b>
<hr/>	
<b>LEGISLATIVE AND ADMINISTRATIVE ADDENDUM</b>	
TCOLE Guidelines	<b>29</b>
The Texas Law on Racial Profiling	<b>34</b>
Modifications to the Original Law	<b>41</b>
Racial and Ethnic Designations	<b>49</b>
The Sandra Bland Act	<b>50</b>
Mansfield Police Department Racial Profiling Policy	<b>51</b>

# Public Education on Responding to Compliments and Complaints

## Informing the Public on the Process of Filing a Compliment or Complaint with the Mansfield Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Mansfield Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Mansfield Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Mansfield Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Mansfield Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Mansfield has been included in this report.

It is important to recognize that the Chief of the Mansfield Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Mansfield Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

# Racial Profiling Course 3256

## Texas Commission on Law Enforcement

September 2001

### Racial Profiling 3256

#### Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

#### Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

#### Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

#### Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

## **Racial Profiling 3256**

### **1.0 RACIAL PROFILING AND THE LAW**

**1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.**

**1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.**

#### **Racial Profiling Requirements:**

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### **A. Written departmental policies**

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### **B. Not prima facie evidence**

#### **C. Feasibility of use of video equipment**

#### **D. Data does not identify officer**

#### **E. Copy of complaint-related video evidence to officer in question**

#### **F. Vehicle stop report**

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### **G. Compilation and analysis of data**

#### **H. Exemption from reporting - audio/video equipment**

#### **I. Officer non-liability**

#### **J. Funding**

#### **K. Required training in racial profiling**

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) - see legislation 77R-SB1074



**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)





## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.**

**2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.**

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

**3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.**

**3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.**

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
  2. The driver and passengers are questioned about things that do not relate to the traffic violation
  3. The driver and passengers are ordered out of the vehicle
  4. The officers visually check all observable parts of the vehicle
  5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
  6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

- A. Drug courier profile (adapted from a profile developed by the DEA)
  1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
  2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
  3. Vehicle is rented
  4. Driver is a young male, 20-35
  5. No visible luggage, even though driver is traveling
  6. Driver was over-reckless or over-cautious in driving and responding to signals
  7. Use of air fresheners
  
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

- A. Thinking about the totality of circumstances in a vehicle stop
  
- B. Vehicle exterior
  1. Non-standard repainting (esp. on a new vehicle)
  2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
  3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
  4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
  
- C. Pre-stop indicators
  1. Not consistent with traffic flow
  2. Driver is overly cautious, or driver/passengers repeatedly look at police car
  3. Driver begins using a car- or cell-phone when signaled to stop
  4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
  
- D. Vehicle interior
  1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
  2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:



# Report on Compliments and Racial Profiling Complaints



## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/24-12/31/24 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Mansfield Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

<b>Complaint Number</b>	<b>Alleged Violation</b>	<b>Disposition of the Case</b>

<b>Additional Comments:</b>

# Tables Illustrating Motor Vehicle-Related Contacts

**TIER 2 DATA**

**TOTAL STOPS: 23,985**

**STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.**

City Street	16,951
US Highway	3,889
State Highway	3,104
County Road	6
Private Property	35

**WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?**

Yes	61
No	23,924

**RACE OR ETHNICITY**

Alaska Native/American Indian	157
Asian/Pacific Islander	943
Black	8,128
White	9,819
Hispanic/Latino	4,938

**GENDER**

**Female Total: 8,878**

Alaska Native/American Indian	49
Asian/Pacific Islander	331
Black	3,203
White	3,796
Hispanic/Latino	1,499

**Male Total: 15,107**

Alaska Native/American Indian	108
Asian/Pacific Islander	612
Black	4,925
White	6,023
Hispanic/Latino	3,439

**REASON FOR STOP?**

**Violation of Law Total: 2,471**

Alaska Native/American Indian	7
Asian/Pacific Islander	96
Black	761
White	1,034
Hispanic/Latino	573

**Pre-existing Knowledge Total: 186**

Alaska Native/American Indian	2
Asian/Pacific Islander	5
Black	76
White	56
Hispanic/Latino	47

**Moving Traffic Violation Total: 12,869**

Alaska Native/American Indian	97
Asian/Pacific Islander	533
Black	4,121
White	5,506
Hispanic/Latino	2,612

## TIER 2 DATA

### Vehicle Traffic Violation Total: 8,459

Alaska Native/American Indian	51
Asian/Pacific Islander	309
Black	3,170
White	3,223
Hispanic/Latino	1,706

### Contraband (in plain view) Total: 48

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	26
White	10
Hispanic/Latino	12

### WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	157
Asian/Pacific Islander	6	937
Black	411	7,717
White	230	9,589
Hispanic/Latino	132	4,806
<b>TOTAL</b>	<b>779</b>	<b>23,206</b>

### Probable Cause Total: 471

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	306
White	105
Hispanic/Latino	58

### Inventory Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	14
White	12
Hispanic/Latino	10

### REASON FOR SEARCH?

#### Consent Total: 112

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	22
White	58
Hispanic/Latino	31

### Incident to Arrest Total: 112

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	43
White	45
Hispanic/Latino	21

## TIER 2 DATA

### WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	3	3
Black	314	97
White	141	89
Hispanic/Latino	86	46
<b>TOTAL</b>	<b>544</b>	<b>235</b>

### Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	2
Black	36	278
White	20	121
Hispanic/Latino	16	70
<b>TOTAL</b>	<b>73</b>	<b>471</b>

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 437

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	269
White	103
Hispanic/Latino	63

#### Currency Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

#### Weapons Total: 12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	12
White	0
Hispanic/Latino	0

#### Alcohol Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	9
Hispanic/Latino	9

## TIER 2 DATA

### Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

### Other Total: 70

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	27
White	29
Hispanic/Latino	13

### RESULT OF THE STOP

#### Verbal Warning Total: 19,393

Alaska Native/American Indian	142
Asian/Pacific Islander	811
Black	6,682
White	8,156
Hispanic/Latino	3,602

#### Written Warning Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	9
Hispanic/Latino	5

### Citation Total: 4,182

Alaska Native/American Indian	15
Asian/Pacific Islander	124
Black	1,270
White	1,528
Hispanic/Latino	1,245

### Written Warning and Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

### Citation and Arrest Total: 40

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	16
White	9
Hispanic/Latino	14

### Arrest Total: 350

Alaska Native/American Indian	0
Asian/Pacific Islander	7
Black	154
White	117
Hispanic/Latino	72

## TIER 2 DATA

### ARREST BASED ON

#### Violation of Penal Code Total: 134

Alaska Native/American Indian	0
Asian/Pacific Islander	4
Black	58
White	42
Hispanic/Latino	30

#### Violation of Traffic Law Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	6
Hispanic/Latino	9

#### Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

#### Outstanding Warrant Total: 233

Alaska Native/American Indian	0
Asian/Pacific Islander	4
Black	104
White	78
Hispanic/Latino	47

### Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	157
Asian/Pacific Islander	0	943
Black	0	8,128
White	1	9,818
Hispanic/Latino	0	4,938
<b>TOTAL</b>	<b>1</b>	<b>23,984</b>



# Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	157	15	142	0	1%	0%	1%	0%
Asian/ Pacific Islander	943	125	811	0	4%	3%	4%	0%
Black	8,128	1,286	6,682	6	34%	30%	34%	30%
White	9,819	1,537	8,156	9	41%	36%	42%	45%
Hispanic/ Latino	4,938	1,259	3,602	5	21%	30%	19%	25%
<b>TOTAL</b>	23,985	4,222	19,393	20	100%	100%	100%	100%



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
<b>Alaska Native/American Indian</b>	1%	0%
<b>Asian/Pacific Islander</b>	4%	5%
<b>Black</b>	34%	14%
<b>White</b>	41%	60%
<b>Hispanic/Latino</b>	21%	19%
<b>TOTAL</b>	100%	98%

**Table 3. Motor Vehicle Searches and Arrests.**

Race/Ethnicity	Searches	Consent Searches	Arrests
<b>Alaska Native/American Indian</b>	0	0	0
<b>Asian/Pacific Islander</b>	6	1	1
<b>Black</b>	411	22	36
<b>White</b>	230	58	20
<b>Hispanic/Latino</b>	132	31	16
<b>TOTAL</b>	779	112	73

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury**

<b>Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury</b>	<b>Arrest</b>	<b>Location of Stop</b>	<b>Reason for Stop</b>
1	8/21/24	Parking Lot	Inoperable Right Headlight

**Table 5. Search Data**

<b>Race/ Ethnicity</b>	<b>Searches</b>	<b>Contraband Found Yes</b>	<b>Contraband Found No</b>	<b>Arrests</b>	<b>Percent Searches</b>	<b>Percent Contraband Found</b>	<b>Percent No Contraband</b>	<b>Percent Arrest</b>
<b>Alaska Native/ American Indian</b>	0	0	0	0	0%	0%	0%	0%
<b>Asian/ Pacific Islander</b>	6	3	3	8	1%	1%	1%	2%
<b>Black</b>	411	314	97	170	53%	58%	41%	44%
<b>White</b>	230	141	89	126	30%	26%	38%	32%
<b>Hispanic/ Latino</b>	132	86	46	86	17%	16%	20%	22%
<b>TOTAL</b>	779	544	235	390	100%	100%	100%	100%

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

<b>Audit Data</b>	<b>Number of Data Audits Completed</b>	<b>Date of Completion</b>	<b>Outcome of Audit</b>
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	Data was valid and reliable

<b>ADDITIONAL COMMENTS:</b>

**Table 7. Instance Where Force Resulted in Bodily Injury.**

<b>Race/Ethnicity</b>	<b>Number</b>	<b>Percent</b>
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	1	100%
Hispanic/Latino	0	0%
<b>TOTAL</b>	<b>1</b>	<b>100%</b>

**Table 8. Reason for Arrests from Vehicle Contact**

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	4	0	0	4	3%	0%	0%	2%
Black	58	8	0	104	43%	35%	0%	45%
White	42	6	0	78	31%	26%	0%	33%
Hispanic/ Latino	30	9	0	47	22%	39%	0%	20%
<b>TOTAL</b>	134	23	0	233	100%	100%	0%	100%

**Table 9. Contraband Hit Rate**

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	6	3	50%	1%	1%
Black	411	314	76%	53%	58%
White	230	141	61%	30%	26%
Hispanic/Latino	132	86	65%	17%	16%

# Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Mansfield Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Mansfield Police Department agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Mansfield Police Department in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Mansfield Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

### **Tier 2 (2024) Motor Vehicle-Related Contact Analysis**

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Whites, followed by Blacks. Of those who came in contact with police, most tickets or citations were issued to Whites and Blacks; this was followed by Hispanics. However, in terms of written warnings, most of these were issued to Whites, followed by Blacks.

While reviewing searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were of Blacks. Overall, most searches resulted in contraband; of those that produced contraband, most were of Blacks; this was followed by Whites. Of the searches that did not produce contraband, most were of Blacks. Most arrests were made of Blacks. Most of the arrests that originated from a violation of the penal code involved Blacks. Overall, the police department reports one instance where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of “households” in DFW who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites and Asians who came in contact with police was the same or lower than the percentage of White and Asian households in DFW that claimed in the last census to have access to vehicles. The opposite was true of Blacks, Hispanics, and American Indians. That is, a higher percentage of Blacks, Hispanics, and American Indians came in contact with police than the percentage of Black, Hispanic, and American Indian households in DFW that claimed in the last census to have access to vehicles. It should be noted that the percentage difference among Hispanic and American Indian contacts with households is of less than 3%; thus, deemed by some as statistically insignificant.



The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Hispanics and Whites. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Asians.

### **Summary of Findings**

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Mansfield Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Mansfield Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Mansfield Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Mansfield Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.

# Checklist

The following requirements were met by the Mansfield Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Mansfield Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

# Legislative & Administrative



# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.



## Commentary

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops



including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and  
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.



SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

---

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

---

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

---

Chief Clerk of the House

Approved:

---

Date

---

Governor

# Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race ~~[:~~

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.



(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
  - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor



# The Sandra Bland Act

## (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
  - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
  - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
  - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
  - (6) provide to local government officials consultation on and technical assistance for county jails;
  - (7) review and comment on plans for the construction and major modification or renovation of county jails;
  - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
  - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
  - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
  - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
  - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
  - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
  - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
  - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
  - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
    - (A) common issues concerning jail administration;
    - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other



than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:


\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**MANSFIELD  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**



 <b>202</b>	<b>MANSFIELD POLICE DEPARTMENT</b>
	<b>Bias-Based Policing</b>
	<b>Effective Date: 09-01-2017</b>
	<b>Approved: <u>Tracy Aaron</u> Chief of Police</b>
	<b>TBP: 2.01, 12.08</b>

**202.01 POLICY**

The Mansfield Police Department is committed to respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population: respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

**202.02 PURPOSE**

The purpose of the policy is to reaffirm the Mansfield Police Department’s commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

## 202.03 DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular descent, including Alaska native / American Indian, Black, White, Hispanic or Latino, and Pacific Islander. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

## 202.04 PROCEDURES

### A. General responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP 2.01)
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports when applicable.
3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
  - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
  - b. All personnel shall courteously accept, document, and forward to the Chief of Police or designee any complaints made by an individual against the department.
5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification

number, name of the immediate supervisor, or any other reasonable information.

7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

#### B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

#### C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

#### D. Training (TBP 2.01)

Officers shall complete all training required by state law regarding bias based profiling.

### **202.05 COMPLAINTS**

- A. The department shall publish literature outlining our prohibitions on bias based policing and an explanation of how to file a complaint. This literature will be made available at all police facilities in the city. The department's complaint process and its bias based profiling policy will be posted on the department's website.

- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under [Policy 204 \(Internal Investigation and Disciplinary Process\)](#).
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

## **202.06 RECORD KEEPING**

- A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- B. The information collected above will be reported to the city council annually.
- C. The information will also be reported to TCOLE in the required format.

## **202.07 DATA COLLECTION & REPORTING**

- A. An officer is required to collect information relating to motor vehicle stops in which a citation is issued and/or arrests made as a result of those stops. This information collected must include:

1. The race or ethnicity of the individual detained;
2. Whether a search was conducted and, if so,
3. Whether it was a consent search or a probable cause search; and

*Note: It is strongly recommended that consent searches only be conducted with consent documented in writing or through the audio/video recording. If an individual indicates that they will consent to a search but refuses to sign the form, fill out the consent form anyway and indicate "consented to search but refused to sign," inserting the officer's initials and the signature of any witness in the signature block.*

4. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- B. Required by March 1<sup>st</sup> of each year, the Chief of Police shall submit a report of the information collected from the preceding calendar year to:
    1. Texas Commission on Law Enforcement
    2. The governing body of the municipality served by the agency.

The report will include:

1. a breakdown of motor vehicle stops resulting in a citation only, an arrest only, or both;
2. the race or ethnicity of the individual detained; and

3. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
4. Whether a search was conducted and, if so,
5. Whether it was a consent search or a probable cause search  
The data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling.

## **202.08 USE OF MOBILE VIDEO/AUDIO RECORDING EQUIPMENT**

- A. The Mansfield Police Department is able to claim a Partial Exemption to Racial Profile Reporting (Tier 1) due to the following;
  1. All cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment; and
  2. Each officer, normally making motor vehicle stops, is equipped with body worn audio/video recording equipment.
- B. The Mansfield Police Department shall retain the video and audio or audio documentation of each motor vehicle stop for at least two years plus 31 days after the date of the stop. These recordings are stored using in-house computer servers that are secured in the police IT area and archives saved to blu-ray disc for retrieval after memory in the servers becomes limited. The discs are stored in the secured police records area of the Department. (TBP 12.08)
- C. If a complaint is filed with this department alleging that a peace officer employed by the department has engaged in racial profiling with respect to a motor vehicle stop, the department shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- D. Police supervisors in Divisions having police vehicles equipped with MVR equipment used to record motor vehicles stops will ensure officers of their Division are recording these stops. An MVR recording of each officer operating such a vehicle will be reviewed at least three times quarterly by their immediate supervisor. If there is less than three such recordings, then the supervisor will review all available MVR recordings during that period. *This does not replace the requirement to review Body Camera footage noted in General Orders PD503.10.* A log will be maintained reflecting the review of each recording and maintained by the affected Division Captains. The following information will be captured on the log:
  1. Date/Time the review conducted
  2. Supervisor conducting the review
  3. Officer being reviewed
  4. Date/Time of the motor vehicle stop(s) being reviewed

5. Number of motor vehicle stops reviewed
6. Findings related to the review

E. If the equipment used to record audio and/or video of a motor vehicle stop is malfunctioning or otherwise not operable, the officer shall report the malfunction to his/her supervisor without delay.

**EFFECTIVE:**

A handwritten signature in black ink, appearing to read "Tracy Aaron", written in a cursive style.

**Tracy Aaron  
Chief of Police**



For additional questions regarding the information presented in this report, please contact:

**Del Carmen Consulting ©**  
**817.681.7840**  
**[www.texasracialprofiling.com](http://www.texasracialprofiling.com)**  
**[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)**

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting ©, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting © is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



Copyright: This report may not be altered or reproduced outside the agreed terms, in any manner whatsoever without the written permission of the author.





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6394

**Agenda Date:** 2/10/2025

**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 and the Mansfield Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas, Public Safety Office, Criminal Justice Division to Purchase Modular Vehicular Barriers in an Amount Not to Exceed \$98,940; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

**Requested Action**

Consider a Resolution approving the application, receiving, and expending of grant funds to purchase vehicle barriers.

**Recommendation**

Staff recommends approval of the Resolution.

**Description/History**

The City of Mansfield Police Department is requesting grant funding for a quick deploy modular vehicular barrier system. The barrier system consists of 72 individual barrier units contained inside a transportable trailer for rapid deployment. The vehicular barriers stop vehicles from penetrating inside secure areas and can be used on highways, at city events, and during critical police incidents.

**Justification**

Historically the approval for funding on this grant caps at \$100,000 and was verified by the North Central Texas Council of Governments they would not recommend funding for projects over \$100,000.00. This grant will provide \$98,940 in funding for 68 individual vehicle barriers. The police department will incur the cost of \$87,568 for the remaining 4 barriers, the storage and transport trailer, and barrier accessories to include; fixed and rotating slide wheels, pivot systems, sequential high visibility lighting, banners, shipping and handling, and freight. Combined total for modular vehicular barrier system is \$186,508.00. The amount of the award will not exceed \$98,940 and does not require a match.

**Funding Source**

The funding will be provided by The Office of the Governor of Texas, Public Safety Office Criminal Justice Division.

**Prepared By**  
Nicole Puckett, Grant Writer  
(817) 728-3932

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER AND THE MANSFIELD POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR OF TEXAS, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION TO PURCHASE MODULAR VEHICULAR BARRIERS IN AN AMOUNT NOT TO EXCEED \$98,940; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE**

**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 the Mansfield Police Department is a local law enforcement agency affiliated and operating under the City of Mansfield meeting the criteria to apply for and receive grant funds under this program; and,

**WHEREAS**, the City of Mansfield Police Department's Patrol Division does not have modular vehicular barriers which provides a protective barrier around secure event areas, blocking off roadways, and protecting officers and citizens during critical police incidents; and,

**WHEREAS**, the City of Mansfield and the police department is seeking an amount not to exceed Ninety-Eight Thousand Nine Hundred and Forty and no/100 dollars (\$98,940.00) in grant program funding with no match required; and,

**WHEREAS**, the City of Mansfield and the police department agrees to comply with all program rules as set out in the grant program guidelines; and,

**WHEREAS**, the City of Mansfield agrees that in the event of loss or misuse of the Office of the Governor State of Texas funds, the City of Mansfield assures that the funds will be returned to the Officer of the Governor in full; and,

**WHEREAS**, the City of Mansfield designates Troy Lestina, Chief Financial Office, as the grantee's authorized official and is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City; and,

**WHEREAS**, the City Council desires to authorize the City Manager and the Mansfield Police Department to make application, receive and expend the above-mentioned grant allocation, if awarded.

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

**SECTION 1.**

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

**SECTION 2.**

The City Manager or designee is authorized to execute all documents and make application for obtaining state funds from the Officer of the Governor through the State of Texas in FY26 in an amount not to exceed Ninety-Eight Thousand Nine Hundred and Forty and no/100 dollars (\$98,940.00) to be used to purchase modular vehicular barriers.

**SECTION 3.**

The grant, if awarded by the State of Texas, Office of the Governor, Public Safety Office, will be accepted by the City and the City Manager, or designee, is authorized to expend such funds in accordance with the grant program.

**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 take effect from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

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

**ATTEST:**

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6403

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing a Professional Services Contract Between the City of Mansfield, Texas and Kimley-Horn Associates, Inc. in an Amount Not to Exceed \$132,000 for the Design of Fiber Optic Infrastructure; Finding that the Meeting at which this Resolution is Passed and Open to the Public as Required by Law; and Declaring an Effective Date (Certificate of Obligation Bonds)

**Requested Action**

Approve resolution.

**Recommendation**

Approve resolution.

**Description/History**

This item will be on the consent agenda for the regular City Council meeting on February 10, 2025.

**Justification**

The current City Hall serves as the primary hub for fiber and wireless data connectivity/communications routing between all City buildings. The fiber network will need to be extended to the new City Hall location for continued/uninterrupted service.

**Funding Source**

Certificate of Obligation Bonds

**Prepared By**

Todd Williams, Chief Information Officer, IT Department  
817-276-4281

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$132,000 FOR THE DESIGN OF FIBER OPTIC INFRASTRUCTURE; 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 OBLIGATION BONDS)**

**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 current City Hall serves as the primary hub for fiber and wireless data connectivity/communications routing between all City buildings; and,

**WHEREAS**, the fiber network will need to be extended to the new City Hall location for continued/uninterrupted operations and service; and,

**WHEREAS**, Kimley-Horn and Associates, Inc. has provided a proposal to develop plans, specifications, opinion of probable construction cost and procurement documents for proposed fiber optic infrastructure to the new City Hall in an amount not to exceed One Hundred Thirty-Two Thousand and no/100 dollars (\$132,000); and,

**WHEREAS**, after review of the proposal City staff recommends approving a professional services contract with Kimley-Horn and Associates, Inc.; and,

**WHEREAS**, funding for this contract is available from Certificate of Obligation Bonds.

**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 Kimley-Horn and Associates, Inc. in an amount not to exceed One Hundred Thirty-Two Thousand and no/100 dollars (\$132,000.00) for the proposal to develop plans, specifications, opinion of probable construction cost and procurement documents for proposed fiber optic infrastructure to the new City Hall, 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 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

\_\_\_\_\_  
**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 **KIMLEY-HORN AND ASSOCIATES, INC.**, 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 One Hundred Thirty-Two Thousand Dollars and 00/100 (\$132,000.00) 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 before 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.: Todd Williams, CGCIO  
1200 E. Broad St.  
Mansfield, Texas 76063  
(817) 276-4281

If intended for Professional, to:

Kimley-Horn and Associates, Inc.  
Attn: Darin Bjork, P.E.  
2600 N. Central Expressway, Suite 400,  
Richardson, TX 75080  
(972) 770-1384

**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: \_\_\_\_\_  
Troy Lestina  
Deputy City Manager/CFO

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Ramirez, Assistant City Manager/  
Deputy City Attorney

“PROFESSIONAL”  
Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
Name: Scott Arnold, P.E.  
Title: Vice President \_\_\_\_\_

**CITY OF MANSFIELD**

**STATE OF TEXAS §**

**COUNTY OF TARRANT §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Troy Lestina, Deputy City Manager/CFO of the City of Mansfield.

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

**PROFESSIONAL**

**STATE OF TEXAS §**

**COUNTY OF COLLIN §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Scott Arnold, P.E., Vice-President of Kimley-Horn and Associates, Inc.

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

**EXHIBIT “A”  
Scope of Services**

**Project Understanding**

The City of Mansfield will be constructing a new City Hall near the intersection of Regency at Heritage Parkway. The current location of City Hall serves as the primary hub for fiber and wireless communication to support the City’s communication network. The City has requested a proposal for professional services to develop plans, specifications, opinion of probably construction cost, and procurement documents for proposed fiber optic infrastructure to the new City Hal. This project will also include fiber connections to the Service Center, an existing communication tower located at the Police facility near the intersection of Commerce Drive and Heritage Parkway, and reestablish connections with city facilities currently connected to the existing fiber network. The figure below represents the preferred fiber routing recommended in the Fiber Route Assessment for New City Hall Technical Memorandum released on July 18, 2024.



**Project Exhibit**

**Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

**Task 1.0      Project Management**

**Subtask 1.1    Kick-off Meeting**

Kimley-Horn will meet with the City to establish design criteria and begin the process of collecting data to be used on the project. During this meeting, reporting requirements as they relate to invoicing and task status will be identified. Kimley-Horn will use their standard template for the invoice format and will provide the template to the City for review. The kick-off meeting will be one hour in duration and will be held at the City.

## **Subtask 1.2 Status Reports and Invoicing**

Monthly status reports will be prepared and submitted to the City. Status reports will contain a concise report of project progress and contract fulfillment. This report will address technical progress, contract progress, and management-related topics. Monthly invoicing will be part of the status report package.

## **Subtask 1.3 Project Status and Review Meetings**

In addition to the reporting requirements outlined in Subtask 1.2, project status meetings with the City will help the Kimley-Horn maintain schedule and contract adherence. Up to two project status/technical meetings may be necessary over the course of this task. These meetings may occur at the end of the 60% and 90% PS&E submittals. Kimley-Horn will prepare agenda, materials, and meeting notes for this meeting.

## **Task 2.0 Data Collection**

This task includes collection and organization of data by the Kimley-Horn for use in other project tasks. The specific type, quantity and other requirements of data to be collected, reduced, and organized by Kimley-Horn are described in the following subtasks.

### **Subtask 2.1 Compile Base Map Data**

Kimley-Horn will compile 1" =40' digital orthophoto base maps or construction and grading plans supplied by the City for the project corridor(s) and any available traffic signals. Base maps supplied by the City may be in AutoCAD or MicroStation format if available. Kimley-Horn will rely on Nearmap aerial photography along the project corridor for use as a base map for design, if no geometric data can be obtained from the City. Specific field data that is to already be identified by the City supplied aerial photography and/or as-builts include existing:

- Culvert structures
- Drainage structures
- Light poles
- Utilities (underground & overhead)
- Driveway openings
- Curb, sidewalk and driveways
- Right-of-way or Utility Easements
- Conduit system (i.e., conduit and ground boxes)

Kimley-Horn assumes no responsibility to the accuracy of the data supplied by the City. Kimley-Horn will not prepare comprehensive base maps for this project from right-of-way to right-of-way.

## **Subtask 2.2 Existing System Field Verification**

Upon receipt of mapping from the City, Kimley-Horn will perform a field review, in conjunction with the City staff, of the project corridor(s) to confirm physical features shown on the base mapping and determine additional needs and/or missing features (if any). This field review will occur at the end of the Kick-off Meeting under Subtask 1.1. During this field visit, Kimley-Horn will review preliminary locations for ground boxes and conduit routing with the City present to streamline the initial design phase review process. Much of the preliminary fiber infrastructure routing was established in the City Hall Fiber Study recently completed by Kimley-Horn.

During this task Kimley-Horn will also obtain data on existing fiber termination and assignments at the existing City Hall location, Municipal Activities Center (MAC), and Service Center.

## **Subtask 2.3 Compilation of Design Information**

Kimley-Horn will compile available specifications, standard detail drawings, and other design information from the City or TxDOT and other sources and will prepare a list of other needed data.

## **Task 3.0 High-level Fiber Network Architecture Exhibit**

The purpose of this task is to develop a fiber transition or cutover plan between the City's existing fiber serving City Hall and necessary splicing between city facilities to minimize downtime on the network. Kimley-Horn will develop a high-level fiber network architecture exhibit identifying fiber backbone cables, assignments, terminations, and splicing procedures. The exhibit will also identify network router/switch port assignments between city facilities.

Kimley-Horn will submit the exhibit to the City for review. Once the City has approved the network architecture plan, these details will be included in plan development below.

## **Task 4.0 Fiber Optic Infrastructure Design**

The following tasks will develop plans for the construction of conduit infrastructure and ground box infrastructure to support fiber optic cabling necessary to connect the City facilities within the project limits. The design will be detailed over aerial photography identifying design elements, right-of-way, design callouts, construction notes, and quantity of materials.

### **Subtask 4.1 Preparation of Plans**

This task will develop design plans that detail fiber network infrastructure. A sample plan sheet will be submitted to the City for review. This submittal will illustrate how a typical plan sheet will convey the design through use of line styles, photography, recommended symbology for the field elements, conduit/cable schedule, and conduit and ground box symbols.

New conduit infrastructure, fiber optic ground boxes, fiber optic cable routing, and City facilities will be indicated on schematics using a series of photos, aerial photography, and informational callouts. Specific items to be designed are highlighted in **Subtasks 1.1.1** through **1.1.3**. The layout sheets will indicate a north directional arrow and a bar scale, if applicable. Plans will show the connection of each City facility to the main trunk line. Pertinent existing features and known items removed or relocated will be indicated on the plans. In addition, known utilities will be shown and provided by the City in GIS or MicroStation format, if available, or at a minimum in PDF format. Kimley-Horn will rely on utility locate information, provided by Texas 811, and not provide subsurface utility investigation services or be responsible for accuracy of utility information provided. Kimley-Horn will not be responsible for damage to utilities due to construction.

In general, the sheets will be organized as follows:

- Title Sheet
- Detailed Index Sheet
- Location Map(s)
- General Notes and Specification Data Sheets
- Quantity Summary Sheets
- Fiber Optic System Layouts
- Fiber Optic Schematics
- District Standard Details
- State Standard Details

Layouts prepared by Kimley-Horn shall be submitted for review and comment by the City at the following stages of development:

1. 60% Submittal. Preliminary plans showing title sheet, general notes, special/standard detail drawings, as well as a design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan and construction sequence plan, communications sizing and routing, and preliminary fiber termination details.

Kimley-Horn will provide an electronic PDF to the City for review. Kimley-Horn will meet with the City and conduct a field review of the plan layouts. Up to two hard copies of the plans will be provided if requested by the City.

2. 90% plans review. 90% plans will incorporate appropriate review comments from 60% plans review. In addition, these plans will include a project summary sheet (quantity summary) and a construction time estimate. Kimley-Horn will prepare plans showing title sheet, general



notes, specification list, special specifications, special/standard detail drawings, as well as design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan, communication design, power distributions, and right-of-way.

Communication schematics will be further developed to show fiber splice details, assignments, and termination information.

Cabling-conduit design will be conducted as follows:

- determine cable routing and terminations
- determine electrical conductor size
- establish conduit sizing and location
- field check communications conduit routing and resolve utility conflicts, drainage issues, landscape, etc.

Kimley-Horn will provide an electronic PDF to the City for review. Up to two hard copies of the plans will be provided if requested by the City.

3. 100% Submittal. Final plans will incorporate appropriate review comments from all prior plan reviews. In addition, these plans will include an updated project summary sheet (quantity summary), applicable TxDOT Standards, and Kimley-Horn 's seal. The City will provide standard boiler plate procurement contract language and documents for inclusion in a bid proposal book. The final PS&E submittal will include:

- An electronic PDF, signed, sealed and dated by a Professional Engineer registered in the State of Texas;
- Three (3) copies of complete 11" x 17" plans on paper;
- Three (3) proposals (includes general notes, specification list, special specifications, special provisions, the City contract documents, bid items, Engineer's seal, etc.);
- Three (3) hard copies and one (1) electronic copy of Kimley-Horn's estimate of probable cost in Excel format;
- Three (3) construction schedules in Excel format.

Kimley-Horn shall establish target dates on which the plans shall be submitted for review at the above stages of development. Plans shall be arranged per the TxDOT's published guidelines. Kimley-Horn shall complete the revisions prior to the next submittal deadline and inform the City when the revisions on the checklist have been completed.

Major revisions requested after the final review stage will be negotiated with the City. Changes to quantities, item numbers, and notes shall be considered as minor changes, and may be required at any time prior to the bid letting.

#### **Subtask 4.1.1 Conduit System**

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design for the conduit system. Design elements to be discussed include conduit size, conduit configuration (single pipe or multi-cell), conduit material, construction method, construction depth, conduit transitions to ground boxes, and conduit spare capacity. Kimley-Horn will show conduit infrastructure on plans to clearly indicate the proposed conduit routing, proposed fiber optic ground box locations, and routing of fiber optic cables. The conduit system will be designed to integrate all existing signalized intersections along the project route. A bare No. 10 electrical conductor will be installed within the conduit system to serve as a fiber optic cable trace wire if the City does not select a fiber optic cable with an integrated tonner conductor. Kimley-Horn will indicate quantities of proposed conduit on a conduit and cable summary sheet. Kimley-Horn will specify the lubricant, formulated for pulling cables or conductors, when cables or conductors are to be installed in conduit. Kimley-Horn will prepare a construction detail for the conduit infrastructure recommended and provide a specification to the City for procurement purposes.

#### **Subtask 4.1.2 Ground Boxes**

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design for fiber optic ground boxes needed along the project. Design elements to be discussed include ground box size (slack accommodations/splice enclosures), spacing, material type, loading requirements, and security/access. Kimley-Horn will show the proposed ground box locations on plans. Kimley-Horn will prepare a construction detail or rely on TxDOT standards for each type of ground box recommended and provide a specification to the City for procurement purposes.

#### **Subtask 4.1.3 Fiber Optic Communications**

Kimley-Horn will meet with the City during the Kick-off Meeting under Subtask 1.1 to discuss the design elements associated with the fiber optic network planned by the City to assist in the design of the conduit and ground box infrastructure for this project. Design elements to be discussed include fiber optic cable type (backbone and drop), strand count, slack amounts, and termination points.

#### **Subtask 4.2 Preparation of Specifications**

This task involves creation of construction notes and basic material specifications that will be used by the City for construction. Specification documents will be prepared in Microsoft Word and an electronic copy of all document files will be submitted to the City.

Kimley-Horn will review the specifications and construction notes compiled under **Subtask 2.3**. Kimley-Horn will prepare up to two specifications for the procurement and installation of system

elements for which design requirements are to be established and are not already developed by the City.

Four copies of the specifications prepared by Kimley-Horn will be submitted for review and comments by the City along with the schematic package.

### **Subtask 4.3 Preparation of Estimates**

Kimley-Horn will prepare an Kimley-Horn 's opinion of probable construction costs based on the items identified in the material quantity summary chart for the project. Kimley-Horn will prepare an opinion of probable construction cost at the interim and final submittal phases. This cost estimate will give the City an idea of probably construction costs for budgeting and planning purposes.

### **Information Provided By City**

Kimley-Horn shall rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

### **Schedule**

Kimley-Horn will work with the City to develop a mutually acceptable project schedule. The project schedule will be presented and discussed with the City at the project kick-off meeting. However, times for performance shall be extended as necessary, and neither party shall have liability for or be deemed in breach because of delays caused by any factor outside of the reasonable control of the party and which, by the exercise of due diligence, the party is unable to prevent or overcome.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- (1) Construction phase services;
- (2) Development of an ITS Master Plan; and
- (3) Preparation for and attendance at public meetings.

### **Fee and Expenses**

#### **Lump Sum**

Kimley-Horn will perform the services in Task 1 through Task 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1	Project Management	\$12,000.00
Task 2	Data Collection	\$10,000.00
Task 3	High-level Fiber Network Architecture Exhibit	\$18,000.00
Task 4	Fiber Optic Infrastructure Design	\$92,000.00
<b>Total Lump Sum Fee</b>		<b>\$132,000.00</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6404

Agenda Date: 2/10/2025

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 for Cooperative Purchasing of Goods, Products, and/or Services by and between the City of Mansfield and the City of Allen; Authorizing the City Manager, or Designee, to Execute any Documents Necessary to Implement this Resolution; Finding that the Meeting at which this Resolution is Passed and Open to the Public as Required by Law; and Declaring an Effective Date

#### Requested Action

City Council to approve an Interlocal Agreement with the City of Allen for the purpose of cooperative purchase of goods, products, and/or services.

#### Recommendation

Staff recommends approval of the Interlocal Agreement.

#### Description/History

The City of Mansfield and the City of Allen wish to enter into this agreement pursuant to Chapter 791 of the Texas Government Code, which is referred to as the Interlocal Cooperation Act, and Subchapter F of Chapter 271 of the Texas Local Government Code. The standard agreement sets forth the terms and conditions upon which the City of Mansfield and the City of Allen may purchase various goods and services commonly utilized by each party. Whenever local governments purchase goods and services under the Interlocal Cooperation Act, or under Subchapter F of Chapter 271 of the Texas Local Government Code, the requirement to seek competitive bidding for said goods and services is satisfied.

#### Justification

Participation in an interlocal agreement will be highly beneficial to the taxpayers of the City of Mansfield through the anticipated savings to be realized and is of mutual concern to the contracting parties.

#### Funding Source

N/A

**Prepared By**

Troy Lestina, 817-276-4258

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES BY AND BETWEEN THE CITY OF MANSFIELD AND THE CITY OF ALLEN; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

**WHEREAS**, Chapter 791 of the Texas Government Code and Subchapter F of Chapter 271 of the Texas Local Government Code authorizes interlocal agreements between local governments for the purchase of goods and services; and,

**WHEREAS**, the City of Mansfield and City of Allen (collectively the Parties) are both local governments, as that term is defined by Section 791.003 of the Texas Government Code and Section 271.101(2) of the Texas Local Government Code; and,

**WHEREAS**, a local government that purchases goods and services under Section 791.025 of the Texas Government Code or Section 271.102 of the Texas Local Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and,

**WHEREAS**, participation in an interlocal agreement for cooperative purchasing of goods, products and/or services will be highly beneficial to the taxpayers of the City of Mansfield through the anticipated savings to be realized and is of mutual concern to the contracting Parties.

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

**SECTION 1.**

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

**SECTION 2.**

An interlocal agreement for the cooperative purchasing of goods, products and/or services with the City of Allen in substantially the same form as Exhibit A attached is hereby approved.

**SECTION 3.**

The City Manager, or 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 10<sup>TH</sup> DAY OF FEBRUARY, 2025**

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

**ATTEST:**

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



**INTERLOCAL PURCHASE AGREEMENT BETWEEN  
THE CITY OF MANSFIELD, TEXAS AND THE CITY OF ALLEN, TEXAS**

This Interlocal Purchase Agreement (the “Agreement”) is entered into between the City of Mansfield, Texas, and the City of Allen, Texas, acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code (“Chapter 271”), for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Gov’t Code and Subchapter F of Chapter 271; and

**WHEREAS**, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Gov’t Code; and

**WHEREAS**, Section 271.102 of the Texas Local Gov’t Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

**WHEREAS**, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

**WHEREAS**, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

**WHEREAS**, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F of Chapter 271; and

**WHEREAS**, the Parties, acting by and through their respective governing bodies adopt the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

## **ARTICLE II TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall renew annually and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

## **ARTICLE III TERMINATION**

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

## **ARTICLE IV PURCHASING**

Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a contract or purchase order from the purchasing Party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts or purchase orders issued between the parties. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery, and originating Party does not accept responsibility or liability for the performance of any vendor. The originating contracting Party does not represent or warrant the quality or capability of the vendor, and is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

## **ARTICLE V CURRENT REVENUE**

The Parties represent that all payments, expenditures, contributions, fees, costs, and

disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.

## **ARTICLE VI FISCAL FUNDING**

The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

## **ARTICLE VII MISCELLANEOUS**

A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or electronic mail addressed to the respective Party at the address set forth opposite the signature of the Party.

B. **Amendment**: This Agreement may be amended by the mutual written agreement of all of the Parties.

C. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

D. **Governing Law**: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. This Agreement is entered into and is to be performed, wholly or in part, in the State of Texas and in Tarrant County, Texas. In any action brought under the agreement, venue shall be exclusively in Tarrant County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

E. **Entire Agreement**: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

F. **Recitals**: The recitals to this Agreement are incorporated herein.

G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

J. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement shall be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

K. **Authority**: Each Party warrants that this Agreement has been authorized by their respective governing bodies, and the person signing below has authority to sign this Agreement.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Parties, signing by and through their City Manager, or designee, duly authorized to execute same.

City of Mansfield

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
1200 E. Broad St.  
Mansfield, Texas 76063  
Email: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

City of Allen

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
305 Century Parkway

Allen, Texas 75013

Email: \_\_\_\_\_



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6407

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Consent

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:**

**Title**

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Contract Amendment Between the City of Mansfield, TX and Pacheco Koch Consulting Engineering, LLC, in an Amount Not to Exceed \$36,500.00 for the Design of South Main Street and Heritage Parkway Intersection Improvements; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Street Bond Fund)

**Requested Action**

Consider the approval of a Contract Amendment.

**Recommendation**

Approval of a contract amendment between the city of Mansfield, TX and Pacheco Koch Consulting Engineering, LLC., in an amount not to exceed \$36,500.00 for the design of South Main Street and Heritage Parkway Intersection Improvements (street bond fund)

**Description/History**

The area around the intersection of South Main Street and Heritage Parkway has experienced significant growth, leading to increased traffic volumes and congestion. The current configuration includes shared through and right-turn lanes, causing backups and delays for vehicles. This previously approved project includes the addition of dedicated right-turn lanes for both northbound and southbound traffic, improving traffic flow and reducing delays. Additionally, new sidewalks will enhance pedestrian connectivity, and traffic signals will be modified to improve safety.

A contract amendment is needed for additional design services involving drainage modifications, sidewalk adjustments, and further right-of-way documentation. This will require increased project management and coordination with TxDOT. This additional design will mitigate the construction of roadside concrete riprap and railing and take advantage of grading onto property owned by the MPFDC.

This project is part of the 2022 Roadway Capital Plan. A project layout of the anticipated improvements is attached. The current opinion of probable construction cost is \$3,418,718.60.

The requested funds are for a contract amendment for design services with Pacheco Koch Consulting Engineering, LLC in an amount not to exceed \$36,500.00. The contract amendment pertains to the resolution for the professional services contract agreement for engineering design services, which was approved on February 14th, 2022, for an amount not to exceed \$400,000.

**Justification**

This contract amendment authorizes funds for additional design services for drainage, sidewalks, and right-of-way, optimizing grading and reducing concrete work, with added TxDOT coordination.

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

**Funding Source**

Street Bond Fund

**Prepared By**

Bryan Ahumada, P.E., Capital Project Engineer II, Engineering Services Department,  
817-276-4208

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONTRACT AMENDMENT BETWEEN THE CITY OF MANSFIELD, TX AND PACHECO KOCH CONSULTING ENGINEERING, LLC, IN AN AMOUNT NOT TO EXCEED \$36,500.00 FOR THE DESIGN OF SOUTH MAIN STREET AND HERITAGE PARKWAY INTERSECTION IMPROVEMENTS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND)**

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

**WHEREAS**, the City Council recognizes the need to proceed forward with finalizing the design of South Main Street and Heritage Parkway Intersection Improvements; and,

**WHEREAS**, Pacheco Koch Consulting Engineering, LLC. has provided a Contract Amendment for the design in an amount not to exceed thirty-six thousand five hundred and no/100 dollars (\$36,500.00); and,

**WHEREAS**, after review of the proposal City staff recommends approving a Contract Amendment with Pacheco Koch Consulting Engineering, LLC.; and,

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

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

**SECTION 1.**

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

**SECTION 2.**

A Contract Amendment with Pacheco Koch Consulting Engineering, LLC. in an amount not to exceed thirty-six thousand five hundred and no/100 dollars (\$36,500.00) for the design of South Main Street and Heritage Parkway Intersection Improvements, 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 10<sup>TH</sup> DAY OF FEBRUARY 2025.**

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

**ATTEST:**

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

## SUPPLEMENTAL AGREEMENT No. 5

WHEREAS, **City of Mansfield** (CLIENT) and **Pacheco Koch Consulting Engineers, LLC** (CONSULTANT) made and entered into an agreement dated April 12, 2022 (AGREEMENT); and

WHEREAS, the AGREEMENT involves engineering and surveying services for the FM 157 at FM 917 (PROJECT); and

WHEREAS, it has become necessary to execute Supplemental Agreement No. 5 to said AGREEMENT to include an increased scope of work and revised maximum fee;

NOW THEREFORE, CLIENT and CONSULTANT, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the AGREEMENT;

1.

Article II of the AGREEMENT is amended to include the additional civil engineering services as specified in Exhibit A of the CONSULTANT'S proposal letter dated January 6, 2025, copies of which are attached hereto and incorporated herein. The cost for the additional design services to be performed by CONSULTANT total \$36,500.

2.

Article III of the AGREEMENT is amended to provide for an increase in the amount of \$36,500.00 for a total maximum fee to be paid to CONSULTANT for all work and services performed in the AGREEMENT, as amended, so that the total fee paid by the CLIENT for all work and services shall not exceed the sum of \$432,325.00.

3.

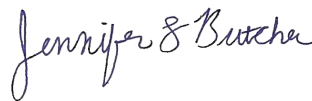
All other provisions of the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

This Supplemental Agreement No. 5 is made on the 6th day of January 6, 2025.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Supplemental Agreement No. 5 on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in effect.

CITY OF MANSFIELD, TEXAS

PACHECO KOCH CONSULTING ENGINEERS,  
LLC



---

Raymond Coffman, P.E.  
Director of Engineering Services  
Transportation

---

Jennifer L. Butcher, P.E., PTOE  
Regional Traffic/Transportation Lead  
Public Infrastructure

**SUPPLEMENTAL AGREEMENT NO. 5**  
**EXHIBIT 'A' – SCOPE OF ADDITIONAL SERVICES**

**FM 157 (S MAIN ST) AT FM 917 (HERITAGE PARKWAY) – RIGHT TURN LANES**

**BASIC SERVICES:**

A. Project Management, Coordination & Permitting

1. Manage the Team:

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

2. Communications and Reporting:

- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Provide and project schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities and consider known potential future utilities in designs. OWNER will coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

**EXHIBIT A** to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

4. TxDOT Coordination

CONSULTANT will provide coordination with TxDOT of the proposed infrastructure construction. Included in this item are:

1. Research and provide appropriate design specifications.
2. Coordination for final plan approval.
3. Up to one (1) coordination meeting, if required.

5. Bid Book

- Updates to bid book based on the southern sidewalk design revision

6. TxDOT Letter of Permission

- Completion and submission of form to TxDOT

B. Southern Sidewalk Design

Pacheco Koch will update the PROJECT’s roadway plan and associated construction drawing sheets to reflect and account for the shifted proposed sidewalk improvement limits.

Included in this item:

- General plan sheet layout updates
- Typical section updates
- Paving plan updates
- Driveway plan and profile updates
- Stormwater Pollution Prevention Plan updates
- Cross section sheet updates
- TxDOT standard updates
- Updated estimate of final construction quantities and final opinions of construction cost with a 10% contingency

C. Drainage Updates

Pacheco Koch will update the PROJECT’s drainage plan and associated construction drawing sheets to reflect and account for the shifted proposed sidewalk improvement limits.

Included in this item:

- Proposed conditions drainage area map will be updated to reflect shifted proposed sidewalk improvement limits
- Proposed conditions hydrologic calculations will be performed to calculate the 5-year and 10-year discharge in each drainage basin to analyze proposed ditches and culverts, respectively, according to TxDOT drainage criteria
- Proposed ditch grading will be updated to reflect shifted proposed sidewalk improvement limits

**EXHIBIT A** to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

- Proposed ditch calculation sheets will be updated to reflect updated proposed ditch grading
- Normal depth hydraulic calculations will be performed to reflect updated proposed ditch grading

D. Easement/Right-of-way Documents

Based on a boundary survey of the site prepared by our office, Pacheco Koch will prepare three (3) separate instrument dedication documents required as a part of development.

Included in this item:

- Survey topography for the southern sidewalk shift (if necessary at no extra cost)
- Dedication statements, survey exhibits and metes and bounds descriptions for each easement/right-of-way dedication.
- Coordination with City and/or franchise utility company staff for review and approval of each easement.
- Coordination with Owners attorney regarding preparation of “Front End” legal documents to be prepared by the attorney.
- Monumentation of easement corners.

Not Included in this item:

- Coordination with property owners.
- Preparation of “Front End” legal documents (to be provided by Owner’s attorney).

Services not included in this contract:

- Updating bid items to 2024 TxDOT Specifications
- Construction inspection services
- As-built surveys of constructed improvements
- Utility coordination meeting(s) to start relocation process with affected franchise utilities
- Reset property corner monumentation disturbed or removed during or after construction
- Phase II Environmental Site Assessments
- Floodplain studies and permitting
- Preliminary and final platting
- Zoning change assistance
- Site Plan layout
- Traffic and parking studies
- Demolition Plan
- Retaining wall design
- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage

**EXHIBIT A** to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

- Detailed layout of walks and hardscape areas, including scoring patterns
- Design of any underfloor drainage systems or grading
- Design of french drain systems around the building perimeters
- Landscape Plan and Irrigation Plan
- Site Lighting Plan
- Off-site roadway, drainage, and utility extensions/improvements
- LEED pursuit
- Construction staking
- Construction Phase services
- Geotechnical engineering
- Pavement Design
- Tree Survey
- Fiberoptic Design
- Subsurface Utility Engineering
- Drainage Studies

END OF EXHIBIT ‘A’

**EXHIBIT B** to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

**SUPPLEMENTAL AGREEMENT NO. 5  
EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT**

**FM 157 (S MAIN ST) AT FM 917 (HERITAGE PARKWAY) – RIGHT TURN LANES**

**COMPENSATION:**

For all professional services included in EXHIBIT ‘A’, Scope of Additional Services, the CONSULTANT shall be compensated on a lump sum basis as summarized below for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services. CONSULTANT shall receive approval from owner before beginning a task.

**Basic Services**

A. Project Management, Coordination & Permitting	\$6,500
B. Southern Sidewalk Design	\$5,000
C. Drainage Updates	\$10,000
D. Easement/Right-of-Way Documents (3 @ \$5,000 ea)	<u>\$15,000</u>

**TOTAL** **\$36,500**

**METHOD OF PAYMENT:**

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

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

END OF EXHIBIT ‘B’







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6409

**Agenda Date:** 2/10/2025

**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 Advance Funding Agreement Between the City of Mansfield, Texas and The Texas Department of Transportation in an Amount Not to Exceed \$112,033 for the Design and Construction of the HSIP Walnut Creek Drive Signal Improvements (Debbie Lane to Saving Place Drive); Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Street Bond Fund)

**Requested Action**

Consider the Resolution approving the Advance Funding Agreement.

**Recommendation**

Approval of the Resolution.

**Description/History**

The Highway Safety Improvement Program (HSIP) is a federally grant program managed by TxDOT. HSIP, directed by Texas' Strategic Highway Safety Plan (SHSP), works to achieve the main objective of significantly reducing traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the State. The City of Mansfield applied for grant money in 2024 and was awarded funds. The grant will provide 85% of the funding for a project through federal funds and a 15% local match is required.

The City of Mansfield, in collaboration with the Texas Department of Transportation (TxDOT), has identified existing traffic signals needing significant improvements to aid driver visibility upon approach, reduce dilemma zones for vehicles, and support the city in monitoring the state and network timing of all intersections along Walnut Creek Drive (Debbie Lane to Saving Place Drive). In response to this issue, installing new retroreflective back plates, vehicle detection devices, and GPS clocks have been proposed to mitigate these concerns. These proposed improvements aim to enhance safety for all users, reduce potential intersection collisions, and efficiently monitor and adjust signal timing as necessary throughout the corridor.

The Draft Advance Funding Agreement (AFA) facilitates the design development of the proposed HSIP for Walnut Creek Drive Signal Improvements (Debbie Lane to Saving Place Drive). This collaboration ensures the project aligns with TxDOT's standards, contributing to regional mobility and safety. A copy of the agreement in its substantially final form is attached.

The total estimated design and construction cost is \$715,877. The City's cost is anticipated to

be \$112,033 for design and payment of state direct costs for engineering review, inspection and general oversight. Federal and state participation will be \$603,844. The City will also be responsible for any cost overruns.

**Justification**

This agreement will help facilitate the funding for this project that will construct new retroreflective back plates, vehicle detection devices, and GPS clocks. These proposed improvements aim to enhance safety for all users, reduce potential intersection collisions, efficiently monitor and adjust signal timing as necessary throughout the corridor.

The Director of Engineering Services will attend the meeting to answer Council's questions.

**Funding Source**

Street Bond Fund

**Prepared By**

Taylor Derden P.E., ENV SP, Transportation and Mobility Engineer, Engineering Services Department., 817-276-4249

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$112,033 FOR THE DESIGN AND CONSTRUCTION OF THE HSIP WALNUT CREEK DRIVE SIGNAL IMPROVEMENTS (DEBBIE LANE TO SAVING PLACE DRIVE); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND)**

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

**WHEREAS**, The Texas Department of Transportation administers the Highway Safety Improvements Program (Off System) (HSIP) Grant; and,

**WHEREAS**, The City of Mansfield desires to install new retroreflective backplates, vehicle detection, and GPS clock systems to better serve the interests of the citizens; and,

**WHEREAS**, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the City of Mansfield enter into an Advance Funding Agreement with the Texas Department of Transportation to permit the desired construction; and,

**WHEREAS**, The Texas Department of Transportation and the City of Mansfield have agreed to said terms of the Advance Funding Agreement; and,

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

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

**SECTION 1.**

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

**SECTION 2.**

The City Council authorizes an Advance Funding Agreement with the State of Texas for the construction of the Highway Safety Improvement Program grant improvements to Walnut Creek Drive Traffic Signals at the intersection of Debbie Lane, Country Club Drive, Northbound US 287 Frontage Road, Southbound US 287 Frontage Road, and Saving Place Drive for a total estimated cost of \$715,877.00, with the City's share of the costs estimated to be \$112,033.00 plus any cost overruns. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

**SECTION 3.**

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

**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 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

\_\_\_\_\_  
**Micheal Evans, Mayor**

**ATTEST:**

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

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS        §

COUNTY OF TRAVIS    §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Safety-Highway Safety Improvement Program**  
**Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Mansfield**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **signal improvements, LEDs & GPS clocks**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>				
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<b>AFA Not Used For Research &amp; Development</b>	

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	<b>Local Government*</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government*</b>	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of proposed improvements such as installing detection, GPS clocks, and backplates to improve signal coordination, reduce dilemma zones, and improve signal visibility along Walnut Creek Drive from Debbie Lane to Saving Place Drive as shown on Attachment B.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<b>AFA Not Used For Research &amp; Development</b>	

Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>				
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<b>AFA Not Used For Research &amp; Development</b>	

subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<b>AFA Not Used For Research &amp; Development</b>	

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i>AFA Not Used For Research &amp; Development</i>	

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Mansfield ATTN: Director of Engineering Services 1200 East Broad Street Mansfield, TX 76063	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<b>AFA Not Used For Research &amp; Development</b>	

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0902-90-321</b>	<b>AFA ID</b>	<b>Z00011331</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0902-90-321</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>02</b>	<b>Code Chart 64#</b>	<b>26500</b>		
<b>Project Name</b>	<b>Walnut Creek Dr: Debbie Ln to Saving Pla</b>			<i><b>AFA Not Used For Research &amp; Development</b></i>	

participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

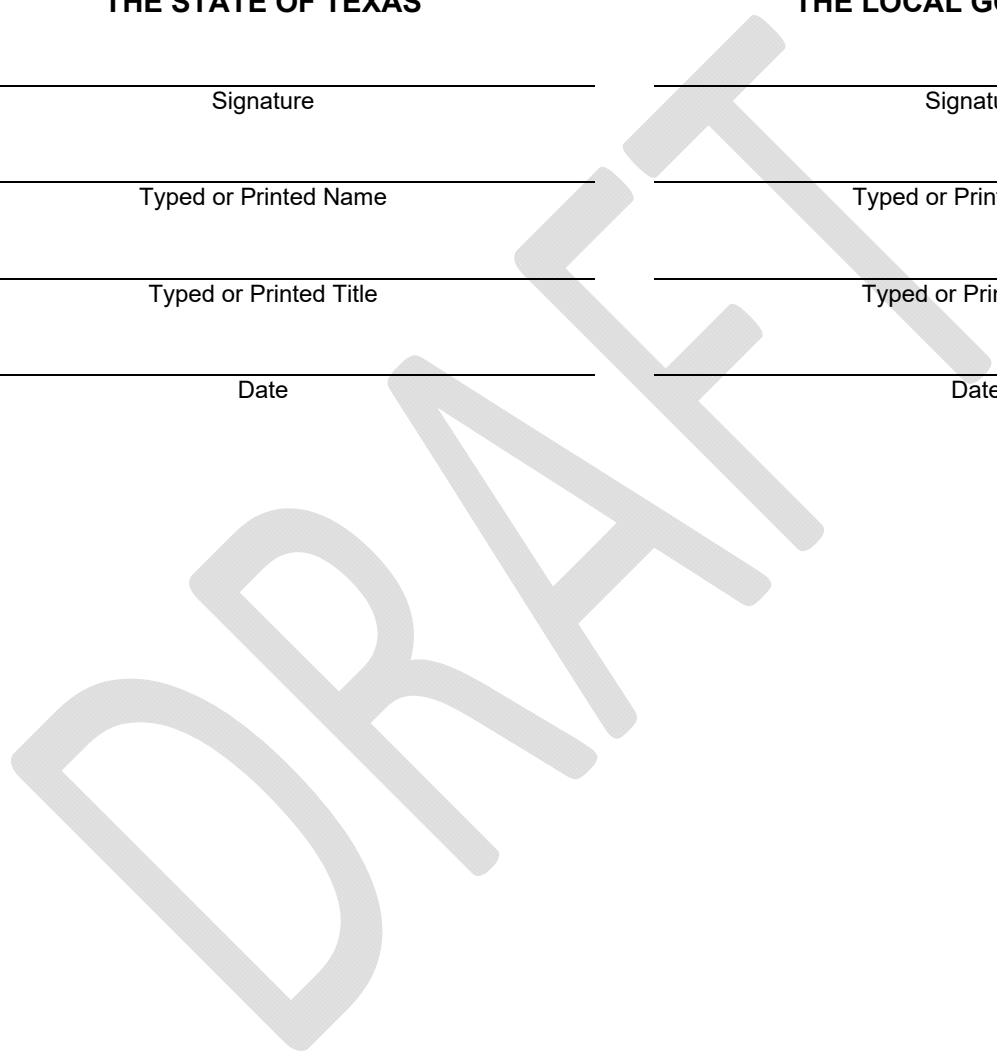
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

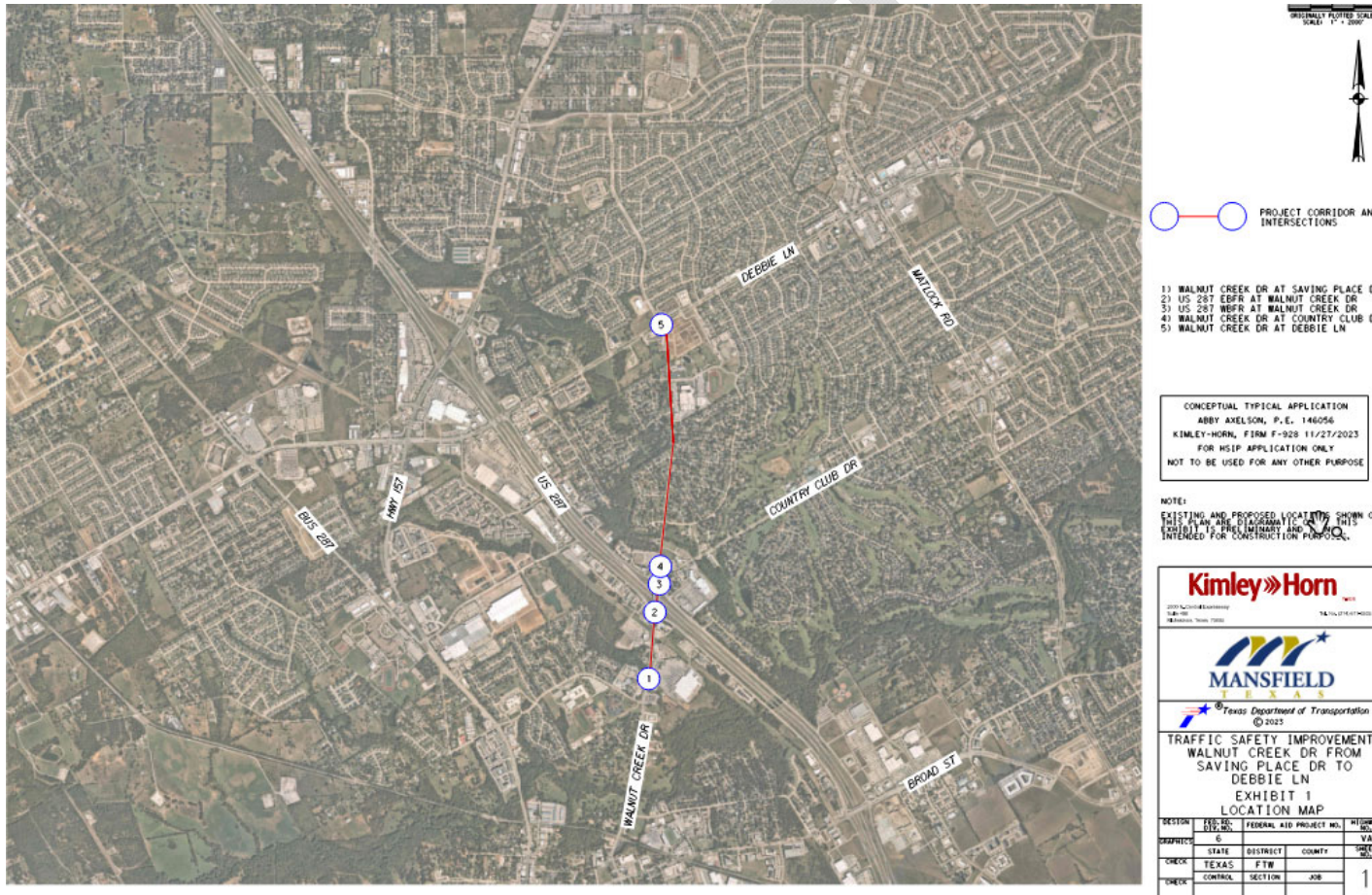
\_\_\_\_\_  
Date





<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT A LOCATION MAP SHOWING PROJECT



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$48,900	0%	\$0	0%	\$0	100%	\$48,900
Environmental (by Local Government)	\$31,000	0%	\$0	0%	\$0	100%	\$31,000
Construction (by State)	\$569,491	100%	\$569,491	0%	\$0	0%	\$0
<b>Subtotal</b>	<b>\$649,391</b>		<b>\$569,491</b>		<b>\$0</b>		<b>\$79,900</b>
Environmental Direct State Costs	\$3,195	0%	\$0	0%	\$0	0%	\$3,195
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs	\$3,195	0%	\$0	0%	\$0	0%	\$3,195
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$25,741	0%	\$0	0%	\$0	100%	\$25,741
Indirect State Costs	\$34,353	0%	\$0	100%	\$34,353	0%	\$0
<b>TOTAL</b>	<b>\$715,877</b>		<b>\$569,491</b>		<b>\$34,353</b>		<b>\$112,033</b>

Initial payment by the Local Government to the State: \$6,392.00

Payment by the Local Government to the State before construction: \$25,741.00

Estimated total payment by the Local Government to the State \$32,133.00

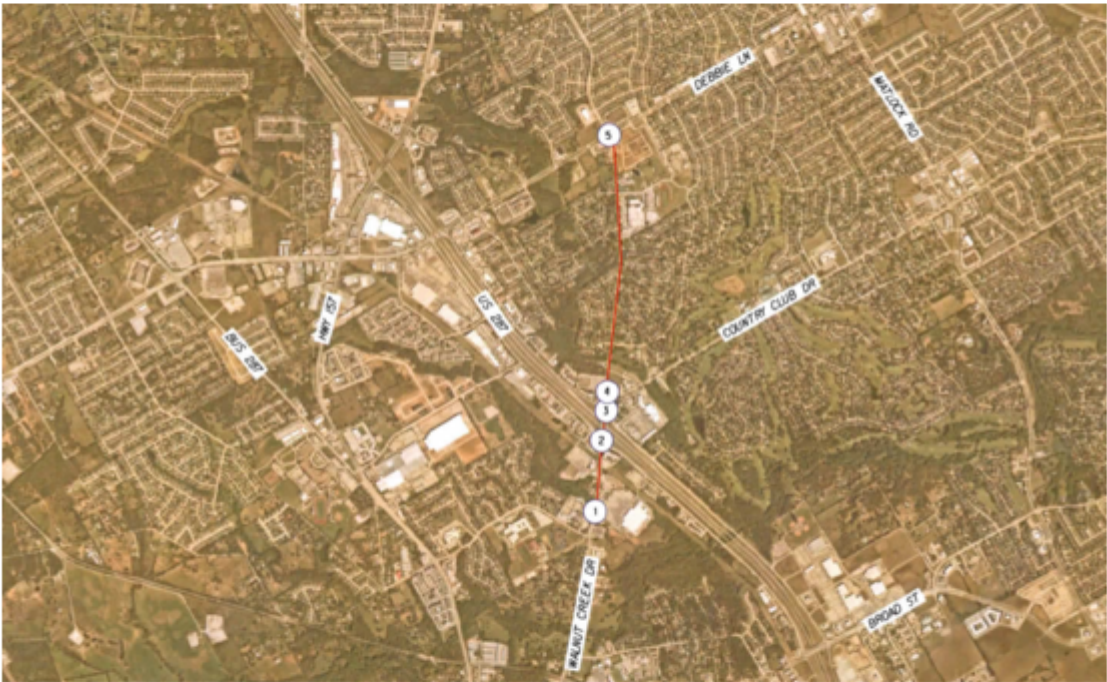
This is an estimate. The final amount of Local Government participation will be based on actual costs.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0902-90-321	AFA ID	Z00011331	CFDA No.	20.205
AFA CSJs	0902-90-321			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	26500		
Project Name	Walnut Creek Dr: Debbie Ln to Saving Pla			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT







# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6410

Agenda Date: 2/10/2025

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 and the Mansfield Police Department to Make Application, Receive, and Expend Grant Funding from the State of Texas, Office of the Governor, Public Safety Office, Body-Worn Camera Grant Program FY-2026 in an Amount Not to Exceed \$126,400 to Purchase Body-Worn Cameras; Agreeing to Provide Applicable Matching Funds; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date

#### Requested Action

Consider a Resolution approving the applicant, receiving, and expending of grant funds to purchase body-worn cameras for the Patrol and Traffic Divisions of the Mansfield Police Department.

#### Recommendation

Staff recommends approval of Resolution.

#### Description/History

The City of Mansfield Police Department is requesting grant funding to purchase 79 body-worn cameras for personnel who routinely make traffic stops and/or respond directly to calls for assistance from the public. The Mansfield Police Department is upgrading the camera systems and these body-worn cameras are to replace the outdated ones worn by the patrol and traffic divisions.

#### Justification

There is no amount limit for this grant. However, the purpose of the grant is to equip officers whose primary role is to respond directly to calls for service and regularly detain or stop motor vehicles. The Mansfield Police Department has 111 authorized sworn positions, 79 of those positions are in the Patrol and Traffic Division. Each body-worn camera unit is \$1,600.00 x 79 = \$126,400. Meaning, \$94,800.00 provided by grant funds and \$31,600.00 as a 25 percent match by city funds. The amount of the award will not exceed \$126,400 and requires a 25 percent cash match.

#### Funding Source

The funding will be provided by The Texas General Appropriations Act, Article 1, Rider 35 for

Trusted Programs within the Office of the Governor of Texas, Public Safety Office, along with a 25 percent cash match provided by the City of Mansfield General Funds.

**Prepared By**

Nicole Puckett, Grant Writer  
(817) 728-3932

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER AND THE MANSFIELD POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, BODY-WORN CAMERA GRANT PROGRAM FY-2026 IN AN AMOUNT NOT TO EXCEED \$126,400 TO PURCHASE BODY-WORN CAMERAS; AGREEING TO PROVIDE APPLICABLE MATCHING FUNDS; 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 the Mansfield Police Department is a local law enforcement agency affiliated and operating under the City of Mansfield meeting the criteria to apply for and receive grant funds under the Body-Worn Camera Grant Program; and,

**WHEREAS**, the City of Mansfield Police Department is updating the entire camera system, including body-worn camera models and the City Council of the City finds it in the best interest of the citizens of Mansfield that an application for the Body-Worn Camera Grant Program be submitted in an amount not to exceed One Hundred Twenty-Six Thousand Four Hundred and no/100 dollars (\$126,400) for seventy-nine (79) Body-Worn Cameras to be used by the Mansfield Police Department; and,

**WHEREAS**, the City agrees to provide the applicable matching funds as required by the Body-Worn Camera Program Grant FY-2026 grant application; and,

**WHEREAS**, the City of Mansfield and the Mansfield Police Department agree to comply with all program rules as set out in the grant program guidelines; and,

**WHEREAS**, the City of Mansfield agrees that in the event of loss or misuse of the Office of the Governor State of Texas funds, the City of Mansfield assures that the funds will be returned to the Officer of the Governor in full; and,

**WHEREAS**, the City of Mansfield designates Troy Lestina (Chief Financial Officer) as the grantee's authorized official and is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City; and,

**WHEREAS**, the City Council desires to authorize the City Manager and the Mansfield Police Department to make application, receive and expend the above-mentioned grant allocation, if awarded.

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

**SECTION 1.**

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

**SECTION 2.**

The City Manager or designee is authorized to execute all documents and make application for obtaining state funds from the Officer of the Governor through the State of Texas in FY26 in an amount not to exceed One Hundred Twenty-Six Thousand Four Hundred and no/100 dollars (\$126,400) to be used to purchase body-worn cameras.

**SECTION 3.**

The City agrees to provide the applicable matching funds as required by the State of Texas, Office of the Governor, Public Safety Office, Body-Worn Camera Grant Program FY-2026.

**SECTION 4.**

The grant, if awarded by the State of Texas, Office of the Governor, Public Safety Office, will be accepted by the City and the City Manager, or designee, is authorized to expend such funds in accordance with the grant program.

**SECTION 5.**

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

**SECTION 6.**

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

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

**ATTEST:**

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6415

**Agenda Date:** 2/10/2025

**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 Purchase of 1.15 Acres at the Northeast Corner of Regency Parkway and Heritage Parkway, Tarrant County, Texas; Authorizing the Execution of any Documents Necessary to Implement this Resolution; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; and Providing an Effective Date (TIRZ #1)

**Requested Action**

Consider an Resolution approving the purchase of an additional 1.15 acres at the northeast corner of Regency Parkway and Heritage Parkway.

**Recommendation**

Staff recommends approval of the Resolution.

**Description/History**

On 10/23/23 Council approved the purchase of approximately 9 acres at the northeast corner of Regency and Heritage Parkway, an area known as the "Reserve" for future development. As development in this area has progressed, City staff has identified that an additional 1.15 acres is necessary and beneficial for the planned development of the area.

**Justification**

The purchase of the additional 1.15 acres will further Council's desire to create development in the Reserve which would encourage economic activity in a central location of the City.

**Funding Source**

TIRZ #1

**Prepared By**

Matt Jones, Assistant City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF 1.15 ACRES AT THE NORTHEAST CORNER OF REGENCY PARKWAY AND HERITAGE PARKWAY, TARRANT COUNTY, TEXAS; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE (TIRZ #1)**

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

**WHEREAS**, the City Council of the City seeks to create a development in The Reserve to encourage economic activity in a central location of the City; and,

**WHEREAS**, on October 23, 2023, via Resolution No. RE-4102-23, the City Council authorized the purchase of 9 acres at the northeast corner of Regency Parkway and Heritage Parkway, Tarrant County, Texas; and,

**WHEREAS**, City staff has determined that the purchase of 1.15 acres in the same area would benefit the City's future plans for this property and recommends said purchase; and,

**WHEREAS**, funding for the purchase of the 1.15 acres is available from TIRZ #1.

**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 purchase of 1.15 acres at the northeast corner of Regency Parkway and Heritage Parkway is hereby approved.

**SECTION 3.**

The City Manager, or designee, is hereby authorized to execute any and all documents 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 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

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

**ATTEST:**

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





# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6400

---

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the January 27, 2025 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 January 27, 2025 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

Monday, January 27, 2025

3:00 PM

Council Chambers

#### REGULAR MEETING

#### 3:00 P.M. - CALL MEETING TO ORDER

*Mayor Evans called the meeting to order at 3:00 p.m.*

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

#### WORK SESSION

Review and Discussion of the January 27, 2025 Posted Agenda Items

*Fire Chief Mike Ross and EMS Chief Kevin Sandifer answered Council questions regarding agenda item 25-6391.*

#### RECESS INTO EXECUTIVE SESSION

*In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:04 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 3:06 p.m. Mayor Evans recessed the executive session at 6:13 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 - Case No. 2024-005630-2

Seek Advice of City Attorney Regarding Special Event Permit

Seek Advice of City Attorney Regarding Appraisal District Board Nominations

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**

City Manager Quarterly Update

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

Economic Development Project #15-02

Economic Development Project #21-33

Economic Development Project #25-02

Economic Development Project #25-03

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

*Mayor Evans reconvened the meeting into regular business session at 6:22 p.m.*

**INVOCATION**

*Pastor Matt Hayes of North Elevation 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 Short led the Texas Pledge.*

**PRESENTATION**

Tourism Friendly Texas Certified Community

*Madeline Phillips, Office of the Governor, Economic Development and Tourism, presented the City with a Tourism Friendly Community Program Certification.*

#### Music Friendly Texas Certified Community

*Gini Mascorro, Texas Music Office, presented the City with the award of being a Music Friendly Texas Certified Community.*

*On behalf of State Representative David Cook, Daryle Perez recognized and read proclamations for both awards.*

### **CITIZEN COMMENTS**

*Demetria Bivens, 802 Sterling Trace Drive - Ms. Bivens complimented the city on the State of the City event and spoke on the support and advocacy needed for local and small businesses.*

*Eric Rozak, 21 Devon Court - Mr. Rozak complimented the city of the State of the City event and spoke on the housing costs in Mansfield, multi-family, support needed for small and local businesses, and the downtown design being at 30% complete.*

### **COUNCIL ANNOUNCEMENTS**

*Mayor Evans remembered Harold Bell who served on the Mansfield Park Facilities Development Corporation, and Barry Howard, who was a former Council Member. He recognized State Representative David Cook in his fight to become Speaker of the Texas House, and welcomed the Leadership Mansfield class to the meeting.*

### **STAFF COMMENTS**

#### **City Manager Report or Authorized Representative**

Current/Future Agenda Items

#### **Communications and Outreach Report**

[24-6367](#)

Departmental Quarterly Reports

*Director of Communications and Outreach Bernadette McCranie presented various communications updates.*

### **TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**

**A motion was made by Council Member Broseh to approve the settlement agreement for Cause No. 2024-005630-2 in the County Court of Law Number 2 of Tarrant County 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**

[24-6365](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving a Professional Services Contract Between the City of Mansfield, Texas and Parkhill, Inc. in an Amount Not to Exceed \$250,000 for Landscape Architecture Services at the Hardy Allmon Soccer Complex; Finding That the Meeting at Which This Resolution is Passed is Open to the public as Required by Law; And Declaring an Effective Date (MPFDC Fund)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TEXAS AND PARKHILL, INC. IN AN AMOUNT NOT TO EXCEED \$250,000 FOR LANDSCAPE ARCHITECTURE SERVICES AT THE HARDY ALLMON SOCCER COMPLEX; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (MPFDC FUND)**

**(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-4302-25

[25-6385](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the Purchase of a 2026 Western Star 47x Dump Truck from Lonestar Truck Group through the Interlocal Purchasing System TIPS in an amount not to exceed \$155,758; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Utility Fund)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PURCHASE OF A 2026 WESTERN STAR 47X DUMP TRUCK FROM LONESTAR TRUCK GROUP THROUGH THE INTERLOCAL PURCHASING SYSTEM TIPS IN AN AMOUNT NOT TO EXCEED \$155,758; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY FUND)**

**(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-4303-25

[25-6387](#)

Resolution - A Resolution of the City of Mansfield, Texas Calling for a General Election to be held on May 3, 2025; Calling for a Special Election to fill a Vacancy to be Held on May 3, 2025; Designating Polling Places; Establishing Precincts Within the City; Establishing Other Procedures for Conduct of the Election; and Providing an Effective Date

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

**A RESOLUTION OF THE CITY OF MANSFIELD (“CITY”), TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 3, 2025; CALLING FOR A SPECIAL ELECTION TO FILL A VACANCY TO BE HELD ON MAY 3, 2025; APPROVING JOINT ELECTION AGREEMENTS WITH TARRANT, JOHNSON AND ELLIS COUNTIES TO FURNISH ELECTION SERVICES AND EQUIPMENT; DESIGNATING POLLING PLACES; ESTABLISHING ELECTION PRECINCTS WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**Nay:** 0

**Abstain:** 0

Enactment No: RE-4304-25

[25-6389](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding a Construction Contract to Humphrey & Morton Construction Company, Inc. in an Amount Not to Exceed \$2,576,156.60 for Construction of Phase 3B of the Walnut Creek Linear Park Trail; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (GO Bonds)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDING A CONSTRUCTION CONTRACT TO HUMPHREY & MORTON CONSTRUCTION COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$2,576,156.60**

**FOR CONSTRUCTION OF PHASE 3B OF THE WALNUT CREEK LINEAR PARK TRAIL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GO BONDS)**

**(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-4305-25

[25-6391](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Supporting the Application for, Receipt of, and Expenditure of Grant Funding from the First Responder Mental Health Program, FY 2026, Under The Victims of Crime Act (VOCA) Grant Program, Administered by the Office of the Governor of the State of Texas. The Total Amount of the Grant Shall Not Exceed \$151,400.00 and a 20% Matching Contribution, Either in Cash or In-Kind Services, Is Required; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, SUPPORTING THE APPLICATION FOR, RECEIPT OF, AND EXPENDITURE OF GRANT FUNDING FROM THE FIRST RESPONDER MENTAL HEALTH PROGRAM, FY 2026, UNDER THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM, ADMINISTERED BY THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS. THE TOTAL AMOUNT OF THE GRANT SHALL NOT EXCEED \$151,400.00 AND A 20% MATCHING CONTRIBUTION, EITHER IN CASH OR IN-KIND SERVICES, IS REQUIRED; 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-4306-25

[25-6396](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Endorsing the Implementation of a Continuing Pretreatment Program as Required by 40 CFR 403 for the Central Regional Wastewater System; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ENDORSING THE IMPLEMENTATION OF A CONTINUING PRETREATMENT PROGRAM AS REQUIRED BY 40 CFR 403 FOR THE CENTRAL REGIONAL WASTEWATER SYSTEM; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

**(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-4307-25

[25-6397](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Accepting a Petition for Calling a Public Hearing on the Advisability of the Improvements and Creation of the City of Mansfield Staybolt Public Improvement District Within the Corporate Limits of the City of Mansfield Pursuant to Chapter 372, Texas Local Government Code, and Authorizing the Mailing and Publication of Notice of Public Hearing

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ACCEPTING A PETITION FOR AND CALLING A PUBLIC HEARING ON THE ADVISABILITY OF THE IMPROVEMENTS AND CREATION OF THE CITY OF MANSFIELD STAYBOLT PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF MANSFIELD PURSUANT TO CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING**

**(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-4308-25

[25-6386](#)

Minutes - Approval of the January 13, 2025 Regular City Council Meeting Minutes

**A motion was made by Council Member Short to approve the minutes of the January 13, 2025 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 CONTINUATION AND SECOND AND FINAL READING**

[25-6368](#)

Ordinance - Public Hearing and Second and Final Reading on an Ordinance Approving a Historic Landmark Overlay District Designation for the First Methodist Church Parsonage, 1945, located at 105 North 1st Avenue; Matt Crocker of 105 N. 1st Avenue LLC, owner (HLC#24-010)

*Assistant Director of Planning Arty Wheaton-Rodriguez presented the item.*

*Mayor Evans continued the public hearing at 7:01 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:01 p.m.*

**A motion was made by Mayor Pro Tem Tonore 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, AS HERETOFORE AMENDED, TO GRANT A HISTORIC LANDMARK OVERLAY DISTRICT CLASSIFICATION FOR THE FIRST METHODIST CHURCH PARSONAGE; 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**

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

**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

Enactment No: OR-2406-25

[25-6369](#)

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Change of Zoning from 2F, Two-Family Residential District and SF-7.5/12, Single-Family District to D, Downtown District, D-1, Sub-Urban Zone, situated on Lots 1R and 2R of Block 37 and Lots 1R and 2R of Block 36, Original Town of Mansfield, Tarrant County, TX, generally located near the intersection of S. 4th Avenue and W. Kimball Street, and addressed as 501, 502, 503, and 504 W. Kimball Street.; City of Mansfield, Applicant (ZC#24-015)

*Arty Wheaton-Rodriguez presented the item.*

*Mayor Evans continued the public hearing at 7:03 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 7:03 p.m.*

**A motion was made by Council Member Broseh to approve 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 PROPERTIES TO A D, DOWNTOWN DISTRICT, D-1, SUB-URBAN ZONE; 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**

(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:** 6 - Larry Broseh; Todd Tonore; Michael Evans; Tamera Bounds; Brent Newsom and Juan Fresquez

**Nay:** 0

**Abstain:** 1 - Julie Short

Enactment No: OR-2407-25

**NEW BUSINESS**

[25-6388](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Third Amendment to the Professional Services Agreement with Perkins and Will for the Multi-Purpose Sports Venue in an amount not to exceed \$364,850; 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.*

**A motion was made by Mayor Pro Tem Tonore to approve the following**

resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PERKINS AND WILL FOR THE MULTI-PURPOSE SPORTS VENUE IN AN AMOUNT NOT TO EXCEED \$364,850; 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 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-4309-25

[25-6393](#)

Request for Special Event Permit: Mansfield Pickle Parade and Palooza

*Chief of Staff Faith Morse presented the item.*

**A motion was made by Council Member Newsom to approve the Special Event Permit. Seconded by Council Member Fresquez. 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

[25-6395](#)

Request for Downtown Activation Grant Funding: Mansfield Pickle Parade and Palooza

*Faith Morse presented the item and answered Council questions.*

**A motion was made by Council Member Bounds to approve the Request for Downtown Activation Grand Funding. 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

**ADJOURN**

**A motion was made by Council Member Newsom to adjourn the meeting at 7:10 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:**

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

**Nay:** 0

**Abstain:** 0

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

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6401

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Approval of Minutes

**In Control:** City Council

**File Type:** Meeting Minutes

**Agenda Number:**

**Title**

Minutes - Approval of the January 16 - January 17, 2025 City Council Strategic Visioning Workshop 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 January 16 - January 17, 2025 City Council Strategic Visioning Workshop are in DRAFT form and will not become effective until approved by the Council at this meeting.

**Justification**

Permanent Record

**Funding Source**

N/A

**Prepared By**

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



# CITY OF MANSFIELD

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

## Meeting Minutes - Draft

### City Council

Thursday, January 16, 2025

8:30 AM

Horseshoe Bay Resort  
200 Hi Circle North  
Horseshoe Bay, TX 78657

**The Mansfield City Council will be holding the 2025 City Council Strategic Visioning Workshop on January 16, 2025, beginning at 8:30 a.m. to January 17, 2025, ending at 4:30 p.m. at Horseshoe Bay Resort in Horseshoe Bay.**

**This is a Strategic Visioning Workshop only meeting; the Council will make no final decisions on any matter during the course of this workshop. The purpose of this meeting is to discuss the Council's long-range vision, goals, and objectives for the City of Mansfield. Such discussions will be held in open session.**

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

#### **RECESS INTO EXECUTIVE SESSION**

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

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

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

Land Acquisition for Future Development

**Personnel Matters Pursuant to Section 551.074**

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

Economic Development Project #15-02  
Economic Development Project #21-04  
Economic Development Project #21-09  
Economic Development Project #21-10  
Economic Development Project #21-14  
Economic Development Project #21-19  
Economic Development Project #21-23  
Economic Development Project #21-33  
Economic Development Project #21-38  
Economic Development Project #22-01  
Economic Development Project #22-04  
Economic Development Project #22-06  
Economic Development Project #22-10  
Economic Development Project #22-11  
Economic Development Project #22-12  
Economic Development Project #22-14  
Economic Development Project #22-18  
Economic Development Project #22-23  
Economic Development Project #22-24  
Economic Development Project #22-27  
Economic Development Project #23-04  
Economic Development Project #23-14  
Economic Development Project #23-15  
Economic Development Project #23-17  
Economic Development Project #24-01  
Economic Development Project #24-06

### **Thursday, January 16, 2025**

#### Discussion of Vision, Goals and Objectives

*Mayor Evans called the workshop to order at 8:31 a.m.*

*Mayor Evans and City Manager Joe Smolinski made brief opening remarks. Deputy City Manager Troy Lestina advised the Council of the passing of long time Mansfield Park Facilities Development Corporation member.*

*Council Member Larry Broseh gave the Invocation.*

*Joe touched on the total number of full time employees and the make up of the employee organization. He spoke about employee tenure, turnover rate and retirement eligibility. He spoke about the functional groups of the organization.*

*Troy touched on the three year needs assessment of personnel and the current responsibilities of the various departments under Shared Services as well as their existing operations and their future operations.*

*Assistant City Manager Vanessa Ramirez and Assistant City Manager Matt Jones spoke about the three year needs assessment of personnel and touched on the current responsibilities of the departments under their supervision as well as their existing and future operations. Police Chief Tracy Aaron spoke on the personnel*

*needs assessment for the Mansfield Police Department.*

*Mayor Evans recessed for lunch at 12:40 p.m. and reconvened at 1:30 p.m.*

*Fire Chief Mike Ross spoke on the personnel needs assessment for the Mansfield Fire Department.*

*Troy Lestina and Hilltop Securities representative Nick Bulaich discussed the Strategic Business Plan to include GO/Tax supported debt, Water/Sewer Revenue supported debt, and Drainage Revenue supported debt. Troy and Nick touched on bond ratings as well as the debt capacity. There was discussion regarding Public Improvement Districts and their use for improvements to developments. Troy spoke about the 5-year tax rate history and the Homestead Exemption. He discussed home value assumptions, construction and tax role timing assumptions, sales tax growth assumptions, franchise fee assumptions and miscellaneous revenue assumptions.*

*In accordance with the Texas Government Code, Chapter 551, Mayor Evans recessed the workshop into executive session at 3:43 p.m. Mayor Evans called the executive session to order at 3:48 p.m. Mayor Evans recessed the executive session at 5:00 p.m. Mayor Evans reconvened the workshop at 5:00 p.m.*

*Mayor Evans adjourned for the day at 5:00 p.m.*

### **Friday, January 17, 2025**

#### Discussion of Vision, Goals and Objectives

*Mayor Evans called the workshop to order at 8:32 a.m.*

*Communications and Outreach Director Bernadette McCranie and Communications and Public Affairs Manager Dustin Dangli spoke about the foundational strategy of the Communications and Outreach Department. They touched on what their department is currently doing and why they are doing it as well as the current channels of communication they are using. Bernadette shared their departments proposed new content and held discussion about improvement areas. There was discussion regarding the re launch of communication items as well as the timeline for the proposed new content.*

*Vanessa Ramirez provided an overview of the current Council Strategic Priorities. She touched on each of them and requested Council feedback on changing them. The Council was in agreement that there needs to be no change to the Strategic Priorities.*

*Mayor Evans recessed for lunch at 12:30 p.m. and reconvened at 1:00 p.m.*

*Executive Director of Economic Development Jason Moore provided an update on the current projects and provided a timeline of each project. He discussed the target areas his department has been focusing on to bring development and what they are doing to communicate the Economic Development Vision.*

*Matt Jones made brief commend regarding the new City Hall design.*

*Joe Smolinski made closing remarks and thanked Council for their time.*



**ADJOURN**

*Mayor Evans adjourned the workshop at 1:33 p.m.*

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

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



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6398

**Agenda Date:** 2/10/2025

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:**

**Title**

Ordinance - Public Hearing and Consideration of an Ordinance of the City of Mansfield, Texas, Setting Forth the Standards of Care for the Parks and Recreation Department's Kids Zone Program for the City of Mansfield; Providing for the Operational Standards of the Administration for the Program; Providing for the Inspecting, Monitoring, and Enforcement of the Standards of Care; Providing for the Staffing Levels, Training and Responsibilities for Those Working in the Program, Providing for Facility Standards; Providing for the Repeal of all Ordinances in Conflict; Providing for a Cumulative Clause; Providing for a Severability Clause; Providing for Publication as Required by Law; Providing for an Effective Date

**Requested Action**

Consider Approving Ordinance Adopting the Standards of Care

**Recommendation**

Approve Ordinance

**Description/History**

In 1995, during the 74th State Legislation Session, Senate Bill 212 was passed. This bill exempts certain youth programs from child-care licensing requirements including elementary-age (5-13 years) recreation programs operated by a municipality.

The governing body of the municipality must annually adopt "Standards of Care" by ordinance after a public hearing. The ordinance shall include staffing ratios, staff qualifications, facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provide that parents be informed that the program is not licensed by the State and the program may not be advertised as a child-care facility.

**Justification**

The Parks and Recreation Department will be able to offer structured and staff-supervised youth day camp activities during school breaks and holidays. This program will consist of indoor and outdoor activities that will help build self-esteem, develop creativity, encourage teamwork and promote good sportsmanship.

**Funding Source**

N/A

**Prepared By**

Brian Coatney, Assistant Director of Parks and Recreation  
[Brian.Coatney@mansfieldtexas.gov](mailto:Brian.Coatney@mansfieldtexas.gov)  
817-728-3391

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

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, SETTING FORTH THE STANDARDS OF CARE FOR THE PARKS AND RECREATION DEPARTMENT'S KIDS ZONE PROGRAM FOR THE CITY OF MANSFIELD; PROVIDING FOR THE OPERATIONAL STANDARDS OF THE ADMINISTRATION FOR THE PROGRAM; PROVIDING FOR THE INSPECTING, MONITORING, AND ENFORCEMENT OF THE STANDARDS OF CARE; PROVIDING FOR THE STAFFING LEVELS, TRAINING AND RESPONSIBILITIES FOR THOSE WORKING IN THE PROGRAM; PROVIDING FOR FACILITY STANDARDS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield, Texas, (the "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**, a home rule municipality may exercise its police power authority to safeguard the health, comfort and general welfare of its citizens, and may regulate the standards of care for the City's Kids Zone program; and,

**WHEREAS**, Section 42.041 (b)(14) of the Texas Human Resources Code provides an exception for a municipality from the requirements of obtaining a license to operate an elementary-age recreation program provided the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and,

**WHEREAS**, the City Council desires to adopt "Standards of Care" for the City's Parks and Recreation Department's Summer Youth Program.

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

**SECTION 1.**

These Standards of Care as referenced herein as "Exhibit A" are intended to be minimum standards by which the City of Mansfield Parks and Recreation Department will operate the City's Kids Zone Program. The program operated by the City is recreational in nature and is not a day care program. The following Standards of Care are hereby adopted by the City Council of the City of Mansfield, Texas in order to comply with Section 42.041 (b)(14) of the Texas Human Resources Code.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

The caption of this ordinance shall be published in compliance with Section 3.13 of the City Charter.

**SECTION 5.**

This ordinance shall take effect immediately from and after its passage on the first and final reading.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Patricia Adams, City Attorney**

**CITY OF MANSFIELD  
KIDS ZONE PROGRAM  
2025 STANDARDS OF CARE**

The following Standards of Care have been adopted by the City Council of the City of Mansfield, Texas in order to comply with Senate Bill 212 as approved by the Texas Legislature during the 74th legislative session (1995). The Standards of Care are intended to be minimum standards by which the City of Mansfield Parks and Recreation Department will operate the City's Kids Zone Program. **The programs operated by the City are recreational in nature and are not day care programs.**

**1. GENERAL ADMINISTRATION**

A. Organization

- i. The governing body of the City of Mansfield's Kids Zone Program is the Mansfield City Council.
- ii. Implementation of the Kids Zone Standards of Care is the responsibility of the Parks & Recreation Assistant Director and Departmental employees.
- iii. The Standards of Care for Kids Zone will apply to any Kids Zone program including Day Camp, Kids Day Off, and After Dark.
- iv. Each Kids Zone site will have available for public and staff review a current copy of the Standards of Care.
- v. Parents of participants will have access to a current copy of the Standards of Care during the registration process.
- vi. Criminal background checks will be conducted on prospective Kids Zone employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
  - a. a felony or misdemeanor classified as an offense against a person or family;
  - b. a felony or misdemeanor classified as public indecency;
  - c. a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
  - d. any offense involving moral turpitude;
  - e. any offense that would potentially put youth participants or the City of Mansfield at risk.

B. Definitions

- i. City: City of Mansfield
- ii. City Council: City Council of the City of Mansfield
- iii. Department: Parks and Recreation Department of the City of Mansfield
- iv. Kids Zone: City of Mansfield's youth programs consisting of Day Camp, Kids Day Off and After Dark

- v. Parent Handbook: Booklet of policies, procedures, and programming information relevant to the Kids Zone Program
  - vi. Manager: City of Mansfield's Recreation Facilities Manager who will handle administrative responsibility for the City of Mansfield's Kids Zone Program in the Recreation Supervisor's absence
  - vii. Supervisor: City of Mansfield's full-time Recreation Supervisor who has been assigned administrative responsibility for the Kids Zone Program
  - viii. Program Site: The facilities and surrounding property where the Kids Zone Program is held, consisting of, but not limited to, the Mansfield Activities Center and/or MISD schools
  - ix. Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for the appropriate Kids Zone Program
  - x. Parent(s)/Guardian(s): Represents one or both parents or adults who have legal custody and authority to enroll their child(ren) in the Kids Zone Program
  - xi. Program Employee(s): People who have been hired to work for the City of Mansfield and have been assigned responsibility for managing, administering, or implementing some portions of the Kids Zone Program
- C. Inspections/Monitoring/Enforcement
- i. The Manager will make visual inspections of the Kids Zone Programs based on the following schedule:
    - a. The Day Camp Program will be inspected twice during its summer schedule and once during its winter break and once during its spring break.
  - ii. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Supervisor. The Recreation Supervisor will be responsible to take the necessary steps to resolve the problems. The Recreation Supervisor will record complaints regarding enforcement of the Standards of Care and their resolution. The Manager will address serious complaints regarding enforcement of the Standards of Care, and the complaint and its resolution will be noted.
- D. Enrollment
- i. Before a child can attend and be signed into a Kids Zone Program, a parent(s)/guardian(s) must complete registration forms that contain the Participant's:
    - a. name, address, home telephone number;
    - b. name and address of parent(s)/guardian(s), email address, and telephone number during Program hours;
    - c. the names of people to whom the child may be released;
    - d. a statement of the Participant's special physical, emotional or medical needs (may be required depending on Kids Zone program registered for);
    - e. emergency medical authorization (may be required depending on Kids Zone program registered for);

- f. alternate emergency contact information;
- g. proof of MAC membership when appropriate; and
- h. a signed liability waiver.

**E. Suspected Abuse**

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Manager. The Manager will immediately notify the Police Department and any other agency as may be appropriate.

Texas state law requires the staff of these youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by call 1-800-252-5400.

**2. STAFFING – RESPONSIBILITIES AND TRAINING**

**A. Recreation Supervisor Qualifications**

- i. The Recreation Supervisor will be a full-time, professional employee of the Mansfield Parks and Recreation Department and will be required to have all Program Employee qualifications as outlined in this document.
- ii. The Recreation Supervisor must be at least 21 years old.
- iii. The Recreation Supervisor must have a bachelor’s degree from an accredited college or university.
- iv. The Recreation Supervisor must have previous experience planning and implementing recreational activities.
- v. The Recreation Supervisor must pass a background investigation including testing for illegal substances.
- vi. The Recreation Supervisor must have current certification in first aid, Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED).

**B. Recreation Supervisor’s Responsibilities**

- i. The Recreation Supervisor is responsible for administering the Kids Zone Programs daily operations in compliance with the adopted Standards of Care.
- ii. The Recreation Supervisor is responsible for recommending for hiring, supervising, and evaluating Program Employees.
- iii. The Recreation Supervisor is responsible for planning, implementing, and evaluating programs.

**C. Program Employee Qualifications**

- i. Program Employees will be part-time or temporary employees of the Parks and Recreation Department.
- ii. Program Employees working with children must be 18 years or older.

- iii. Program Employees should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- iv. Program Employees must relate to children with courtesy, respect, tolerance, and patience.
- v. Program Employees must have current certification and/or training in first aid, Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) prior to the start of the Kids Zone Program.
- vi. Program Employees must pass a background check including testing for illegal substances.

**D. Program Employee’s Responsibilities**

- i. Program Employees will be responsible for providing Participants with an environment in which they feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
- ii. Program Employees will be responsible for knowing and following all City, Departmental, and Program standards, policies and procedures that apply to the appropriate Kids Zone Program.
- iii. Program Employees must ensure that Participants are released only to a parent or an adult designed by the Parent(s)/Guardian(s). All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Program Employee.

**E. Training/Orientation**

- i. The Department is responsible for providing training and orientation to Program Employees in working with children and for specific job responsibilities.
- ii. Program Employees must be familiar with the Standards of Care for the Kids Zone Program operation as adopted by the City Council.
- iii. Program Employees must be familiar with the Program’s policies including discipline, guidance, and release of Participants as outlined in the Parent Handbook.
- iv. Program Employees will be trained in appropriate procedures to handle emergencies.
- v. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, and organization.
- vi. Program employees will be required to sign an acknowledgement that they received the required training.

**3. OPERATIONS**

**A. Staff-Participant Ratio**

- i. The standard ratio of Participants to Program Employee will be 12 to 1. In the event a Program Employee is unable to report to the Program site, a qualified replacement will be assigned.



- ii. Program Employees are responsible for being aware of the Participants' habits, interests, and special needs as identified by the Participants' Parent(s)/Guardian(s) during the registration process.

#### B. Discipline

- i. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of program Participants.
- ii. There will be not cruel, harsh or corporal punishment or treatment.
- iii. Program Employees may use brief, supervised separation from the group, if necessary.
- iv. As necessary, Program Employees will initiate discipline reports to the Parent(s)/Guardian(s) of Participants. Parent(s)/Guardian(s) will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- v. A sufficient number and/or severe nature of discipline reports as detailed in the Parent Handbook may result in a Participant being suspended from the Kids Zone Program.
- vi. In instances where there is a danger to Participants or Program Employees, offending Participants will be removed from the Kids Zone Program immediately.
- vii. Any Participant creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to expulsion from the site and possible arrest and legal action.

#### C. Programming

- i. Program Employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- ii. Program Employees will attempt to provide indoor and outdoor time periods that include:
  - a. alternating active and passive activities;
  - b. opportunity for individual and group activities; and
  - c. outdoor time each day, weather permitting.
- iii. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Program.
  - a. During trips, Program Employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.
  - b. Program Employees must have a written list of the Participants in the group and must check the roll frequently.
  - c. Program Employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

#### D. Communication

- i. Each Program Site will have access to a cell phone or telephone for use in contacting the Mansfield Activities Center or making emergency calls.
- ii. The Recreation Supervisor will make accessible the following telephone numbers to all Program Employees:
  - a. Mansfield ambulance or emergency medical services;
  - b. Mansfield Police Department;
  - c. Mansfield Fire Department;
  - d. Mansfield Activities Center; and
  - e. Number at which Parent(s)/Guardian(s) may be reached.

E. Transportation

- i. Before a Participant may be transported to and from City-sponsored activities, a medical form and waiver, completed by the Parent(s)/Guardian(s) of the Participant, must be filed with the Recreation Supervisor.
- ii. Before a Program Employee can drive a 15-passenger van that is transporting Participants, they must:
  - a. be at least 18 years of age with a valid Texas driver's license;
  - b. successfully pass a background check and drug test;
  - c. complete an online 15-passenger van safety training and keep the certificate of completion with employee's file;
  - d. pass a supervised driving evaluation with a supervisor;
  - e. read the Mansfield Parks & Recreation Transportation Guide; and
  - f. complete department required training.

**4. FACILITY STANDARDS**

A. Safety

- i. Program Employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- ii. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- iii. Program equipment and supplies must be safe for the Participants' use.
- iv. Program Employees must have first aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of any off-site activity. Program Employees must have an immediately accessible guide to first aid and emergency care.

- v. Program air conditioners, electric fans, and heaters must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.
- vi. Program porches and platforms more than 30 inches above the ground must be equipped with railings Participants can reach.
- vii. All swing seats and Program Sites must be constructed of durable, lightweight, relatively pliable material.

#### B. Fire

- i. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area.
- ii. The Program Site will have an annual fire inspection by the local Fire Department personnel, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Facilities Manager who will review and establish deadlines and criteria for compliance.
- iii. Each Program Site must have at least one fire extinguisher approved by the Fire Marshal readily available to all Program Employees. All Program Employees will be trained in the proper use of fire extinguishers and their location.
- iv. Fire drills will be initiated at Program Sites based on the following schedule:
  - a. Day Camp Program: A fire drill twice during the summer.

#### C. Health

- i. Illness or Injury
  - a. A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to any Kids Zone Program.
  - b. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
  - c. Program Employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Parent Handbook.
  - d. Program Employees will follow the recommendations of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.
- ii. Program Employees will administer medication only if:
  - a. Participant is registered for Kids Zone Day Camp or Kids Day Off.
  - b. Parent(s)/Guardian(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages for prescription and non-prescription medication. The form will include a hold harmless clause to protect the City.
  - c. Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program Employees will administer the medication only as stated on the label. Program Employees will not administer medication after the expiration date.

- d. Non-prescription medications are labeled with the Participant's name and the date the medication was brought to the appropriate Kids Zone Program. Non-prescription medication must be in the original container. Program Employees will administer it only according to label directions.
  - e. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program Employees.
  - f. Program Employees must ensure medications are inaccessible to Participants.
- iii. Toilet Facilities
- a. The Program Site will have indoor toilets located and equipped so Participants can use them independently and Program Employees can supervise as needed.
  - b. There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- iv. Sanitation
- a. The Program Site must have adequate light, ventilation, and heat.
  - b. The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.
  - c. Program Employees must see that garbage is removed from buildings daily.

Reviewed 1/20/2025



# CITY OF MANSFIELD

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

## STAFF REPORT

File Number: 25-6408

Agenda Date: 2/10/2025

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

**Agenda Number:**

**Title**

Public Hearing and Consideration of a Specific Use Permit for a Convenience Store/Gas Station on approximately 0.480 acres being Lot 4R1, Block 1, Wal-mart Addition, Tarrant Co., TX, located approximately 925 feet southeast from the intersection of North U.S. HWY 287 and North Walnut Creek Drive, and addressed as 950 North Walnut Creek Drive.; Murphy Oil USA Inc., Owner/Developer; JM Civil, Engineer (SUP#24-003)

**Requested Action**

To consider the requested Specific Use Permit ("SUP")

**Recommendation**

The Planning and Zoning Commission met on January 6, 2025, and voted 5 to 0 (with two absences) to recommend approval of the SUP request.

Vote:

- Ayes: 5 - Axen, Mainer, Godin, Hamilton, and Moses
- Nays: 0
- Absent: 2 - Thompson and Bennett

The Department of Planning and Development Services recommends approval of the Specific Use Permit (SUP) for the reconstruction of the Murphy Gas Station. The proposed updates enhance the existing features while ensuring the site meets current regulations and standards. Approval of the SUP will align the property with zoning requirements, improving its functionality and overall design.

**Description/History**

- Existing Use:* Murphy Gas Station
- Existing Zoning:* C-2, Commercial Business District
- Mansfield 2040 Land Use Designation:* Retail & Office

*Surrounding Land Use & Zoning:*

- North - Multi-tenant structure, C-2, Community Business District
- South - Multi-tenant structure, C-2, Community Business District
- East - Walmart, C-2, Community Business District
- West - North Walnut Creek Lane, 6-lane divided arterial street

*Thoroughfare Plan Specification:*

North Walnut Creek Lane - 6-lane divided arterial street.

### **Synopsis**

The subject property contains approximately 0.480 located approximately 925 feet southeast from the intersection of N U.S. HWY 287 and North Walnut Creek Drive. The Applicant is proposing to reconstruct the Murphy Convenience Store/Gas Station on the property.

### **Mansfield 2040 Plan**

#### Land Use Designation(s)

The land use designation for this property is designated as Retail & Office.

### **Analysis**

The existing use was originally established before the requirement of a Specific Use Permit (SUP) was implemented. The Applicant is proposing to demolish and reconstruct the Murphy Convenience Store/Gas Station on the site. This redevelopment will not only modernize the property but also bring it into compliance with current standards and codes.

#### Site Plan

The existing canopy on the site covers approximately 2,648 square feet which includes a 250-square-foot convenience store and 14 fueling positions. The proposed redevelopment significantly expands these facilities, with the new canopy increasing to approximately 5,628 square feet and includes a convenience store of 1,400 square feet. The site will also feature 12 fueling positions with a total of three designated parking spaces to accommodate additional customers. This expansion reflects a substantial improvement in the site's capacity and functionality, enhancing its ability to serve the community more effectively.

In addition, the required passive space, as outlined in Section 155.092 (L) of the Mansfield Zoning Ordinance, is thoughtfully incorporated on the west side of the site, adjacent to North Walnut Creek Lane. This area includes a sidewalk that curves into the property, complemented by a bench for seating and surrounding landscaping. Together, these features provide a visually appealing and safer environment for pedestrians while contributing to the overall aesthetic and usability of the site.

The Site Plan is shown on Exhibit "B".

#### Building Elevations

The proposed 1,400-square-foot convenience store will feature earth-tone brick veneer and stone veneer, accented by decorative soldier courses on all exterior elevations. Architectural features include windows with awnings enhancing the building's appearance along N. Walnut Creek. Additionally, the canopy columns will be covered in materials matching the building façades for a cohesive design.

The Building Elevations are shown on Exhibit "C".

### Landscape Plan

A 20-foot-wide landscape buffer currently exists along the entire western edge of the lot adjacent to North Walnut Creek. The Applicant proposes to enhance the site with additional trees and shrubs to provide screening from North Walnut Creek. To fulfill aesthetic and passive space requirements, the project incorporates an outdoor bench along the walking path that winds into the site.

The Landscape Plan is shown on Exhibit “D”.

### Signage

The project is subject to the General Business Sign regulations in Section 155.090 of the Mansfield Zoning Ordinance. These regulations limit signage to one (1) wall sign and one (1) per street frontage. For this project, the applicant will comply with the regulations specified in the ordinance.

The Sign Plan is shown on Exhibit “E”.

### **Summary**

The subject property is situated in the C-2 Community Business District, where a convenience store/gas station is permitted with the approval of a Specific Use Permit (SUP). While the site is already developed for this use there is no existing SUP as the site was developed prior to the SUP requirement. The proposed updates will enhance its existing features, ensure compliance with current regulations, and align the property with zoning requirements, improving both its functionality and overall design.

While the proposed development exhibits elevated site design and architecture considerations, the provisions in Section 155.080 of the Mansfield Zoning Ordinance entitled “Specific Use Permit” states “[a] specific use permit shall be issued only if all of the following conditions have been found:

- (1) That the specific use permit will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- (2) That the establishment of the specific use permit will not impede the normal and orderly development and improvement of surrounding vacant property;
- (3) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
- (4) The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- (5) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- (6) That directional lighting will be provided so as not to disturb or adversely affect neighboring properties; and
- (7) That there is sufficient landscaping and screening to insure harmony and compatibility with adjacent property.”

### Plat Review Committee (PRC):

The PRC is comprised of representatives from various departments permitting

jurisdiction over applications for development. The PRC is comprised of representatives from various departments 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.

**Prepared By**

Katasha Smithers, AICP Candidate  
Planning Manager - Current Planning  
817-276-4235

**Attachments**

Maps and Supporting Information  
Exhibits A - E



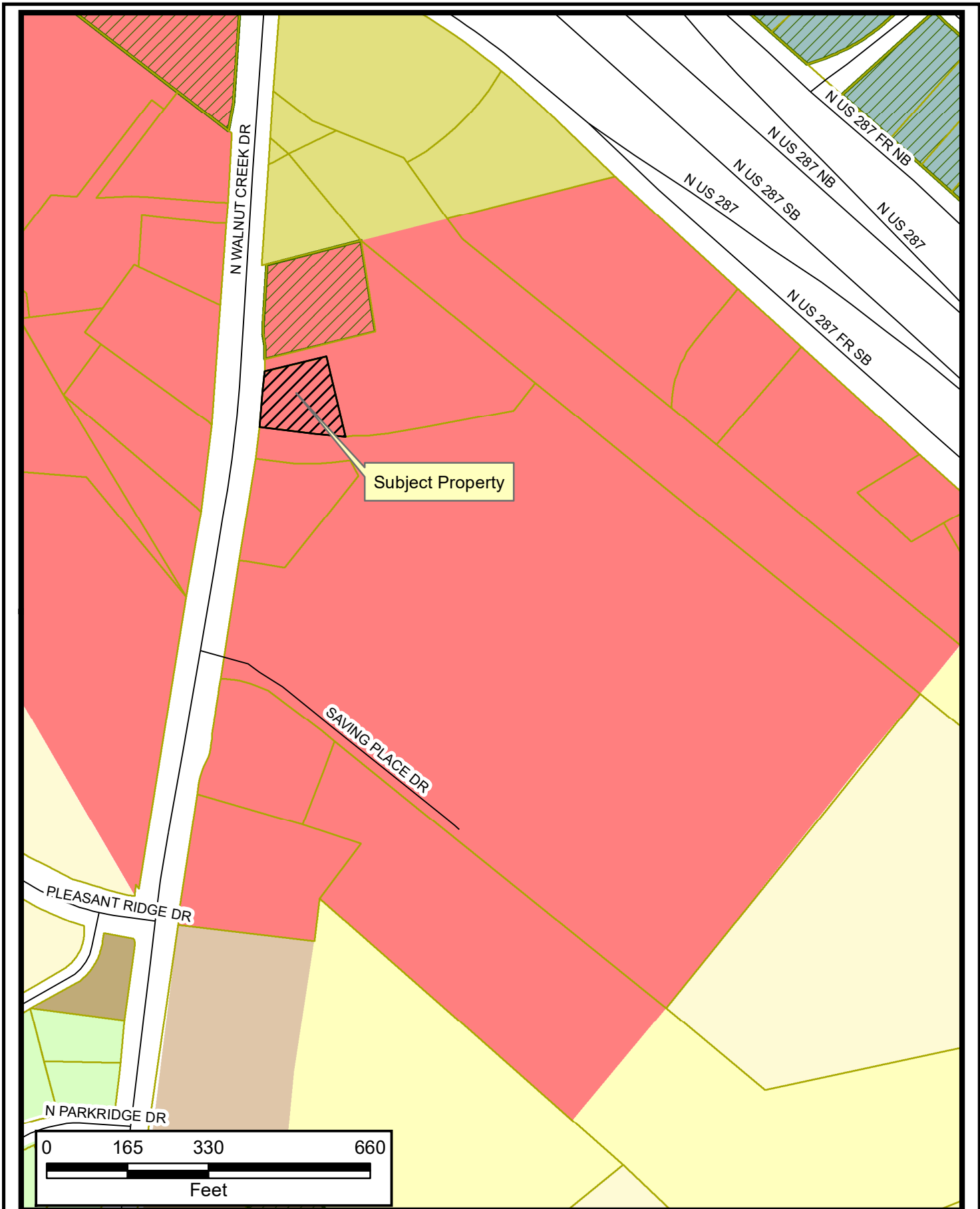


**SUP#24-003**

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.

12/6/2024





**SUP#24-003**

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.

12/6/2024

Property Owner Notification for SUP#24-003

LEGAL DESC 1 ADDRESS	LEGAL DESC 2 CITY	LEGAL DESC 3 ZIP	LEGAL DESC 4	ACREAGE	OWNER NAME	OWNER
90231					CITY OF ARLINGTON ARLINGTON T,X	P.O. BOX 76004--323
RAGLAND ROAD					GRAND PRAIRIE LAKE PARKS GRAND PRAIRIE, TX	3401 75052
HILLCREST ST					MANSFIELD ISD MANSFIELD, TX	203 76063
WALTER STEPHENSON					MIDLOTHIAN ISD MIDLOTHIAN, TX	100 76065 ROAD
LOOP 820					TXDOT FORT WORTH, TX	2501 SW 76113
CENTRAL PARK VILLAGE	BLK 4	LOT 1		0.531751436 488	981 NORTH WALNUT CREEK DRIVE L	PO BOX 532
WAL-MART ADDITION- 151465 MANSFIELD	BLK 1 ARLINGTON, TX	LOT 7 76015		0.926746019  973	9680 MANSFIELD COMMONS LLC	PO BOX
WAL-MART ADDITION- 151465 MANSFIELD	BLK 1 ARLINGTON, TX	LOT 4R2 76015		2.069318969  06	9680 MANSFIELD COMMONS LLC	PO BOX
WAL-MART ADDITION- 7300 MANSFIELD	BLK 1 EL DORADO, AR	LOT 4R1 71731-7300		0.484187500  312	MURPHY OIL USA INC	PO BOX
WAL-MART ADDITION- 8050 MANSFIELD	BLK 1 BENTONVILLE, AR	LOT 1 72712-8055		22.05826985  29	WAL-MART REAL ESTATE BUS TRUST	PO BOX
WAL-MART ADDITION- EASTWICK CT MANSFIELD	BLK 1 FRISCO, TX	LOT 3 75035		0.781392955  298	TARIAAN PROPERTIES LLC	14301
WAL-MART ADDITION- 7300 MANSFIELD	BLK 1 EL DORADO, AR	LOT 4R1 71731-7300		0.484187500  312	MURPHY OIL USA INC	PO BOX
WALNUT CREEK VETERINARIAN CANYON PASS TRL PK	BLK 1 BURLESON, TX	LOT 1 76028		1.038666147  28	LATIMER PROPERTY MANAGEMENT LL	3828
WALNUT CREEK VILLAGE WALNUT CREEK DR ADDITION	LOT 1A MANSFIELD, TX			1.133993433 76063 91	FIRST METHODIST CHURCH MANSFIE	777 N

Legal Description:

TRACT I:

LOT 4R1, BLOCK 1, OF WAL-MART ADDITION, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDE 2023, PLAT RECORDS, TARRANT COUNTY, TEXAS.

TRACT II: EASEMENT ESTATE

EASEMENT ESTATE CREATED IN THE RECIPROCAL INGRESS AND EGRESS AND UTILITY ACCESS EASEMENT BETWEEN WAL-MART STORES, INC., MURPHY OIL USA, INC., AND HAYCO REALTY, LTD., BY INSTRUMENT DATED 1/26/2000, FILED 1/31/2000, RECORDED IN VOLUME 14197, PAGE 81, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS.



**CAUTION NOTICE TO CONTRACTOR**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 7 DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES HORIZONTALLY AND VERTICALLY WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**FLOODNOTE**  
 ACCORDING TO THE F.I.R.M. NO. 48439C0460K, THE SUBJECT PROPERTY LIES IN ZONE X PER MAP REVISION DATED SEPT. 25, 2009.

CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA. (RE: DETAIL 2F)

**BUILDING SETBACKS:**  
 SEE SITE PLAN

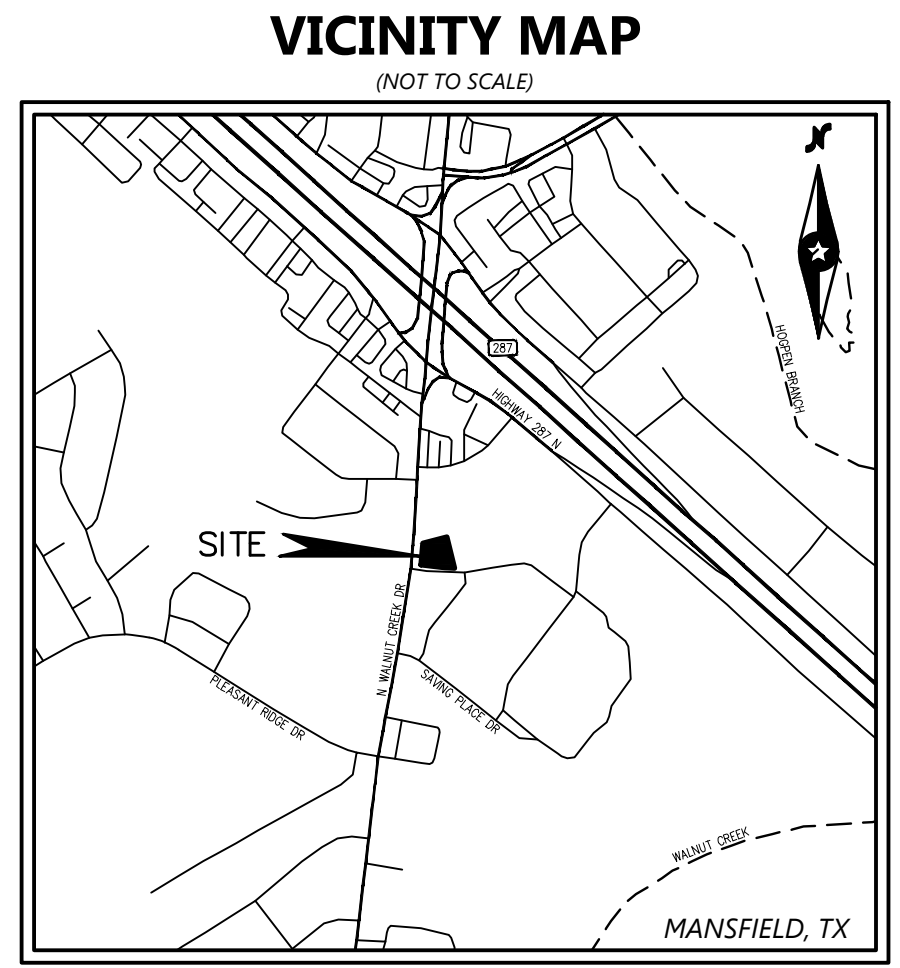
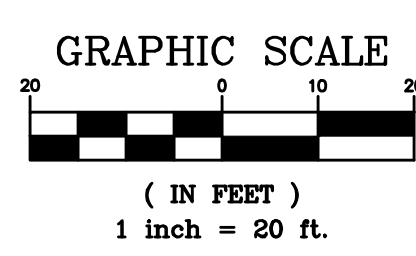
CONTRACTOR TO ENSURE THE LIGHT POLES AND SIGNS ARE AT LEAST 2' FROM THE BACK OF THE CURB TO PREVENT THE VEHICLES STRIKING THE LIGHT POLE OR SIGN.

**ZONING: C-2 (COMMERCIAL RETAIL)**

CONTRACTOR SHALL BE RESPONSIBLE FOR AND HIRE A TEXAS REGISTERED LAND SURVEYOR TO ESTABLISH PROPERTY CORNERS, BUILDING CORNERS, CANOPY, ETC. AS REQUIRED FOR CONSTRUCTION LAYOUT.

**TBM #1**  
 "X" CUT ON TOP OF A CONCRETE TRANSFORMER PAD NEAR ITS SOUTHWEST CORNER. SAID PAD IS LOCATED NORTH OF THE SUBJECT PROPERTY AND APPROXIMATELY 122 FEET NORTH AND 45 FEET NORTH OF A SANITARY SEWER MANHOLE COVER NEAR THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.  
 NORTHING=6896052.1190' EASTING=2389879.0700' ELEVATION=603.46'

**TBM #2**  
 "X" CUT ON TOP OF A CONCRETE BACK OF CURB LOCATED EAST OF THE SUBJECT PROPERTY AND APPROXIMATELY 7 FEET WEST AND 7 FEET NORTH OF A LIGHT POLE.  
 NORTHING=7131184.4730 EASTING=2434317.0290 ELEVATION=594.38'



**EXISTING**

SYMBOL	MEASURED BEARING & DISTANCE (NXX°XX'XX" W XXX.XXX' (M))	ACTUAL PLAT BEARING & DISTANCE (NXX°XX'XX" W XXX.XXX' (M))
DRG.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS	PLAT RECORDS, TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS	OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
TBM	TEMPORARY SITE BENCHMARK	TEMPORARY SITE BENCHMARK
ROW	* CUT IN CONCRETE	* CUT IN CONCRETE
IRF	RIGHT-OF-WAY	RIGHT-OF-WAY
IRF	IRON ROD FOUND	IRON ROD FOUND
●	FOUND MONUMENT	FOUND MONUMENT
⊗	SANITARY SEWER MANHOLE	SANITARY SEWER MANHOLE
⊕	WATER STRUCTURE	WATER STRUCTURE
⊖	FIRE HYDRANT	FIRE HYDRANT
⊗	WATER VALVE	WATER VALVE
---	PROPERTY LINE	PROPERTY LINE
---	EASEMENT LINE	EASEMENT LINE
---	MAJOR CONTOUR	MAJOR CONTOUR
---	MINOR CONTOUR	MINOR CONTOUR
---	CURB LINE	CURB LINE
---	WATER LINE	WATER LINE
---	SAN>	SANITARY SEWER LINE
---	OE	OVERHEAD POWER LINE
---	---	STORM DRAIN LINE
---	---	CONCRETE SURFACE
---	---	ASPHALT SURFACE

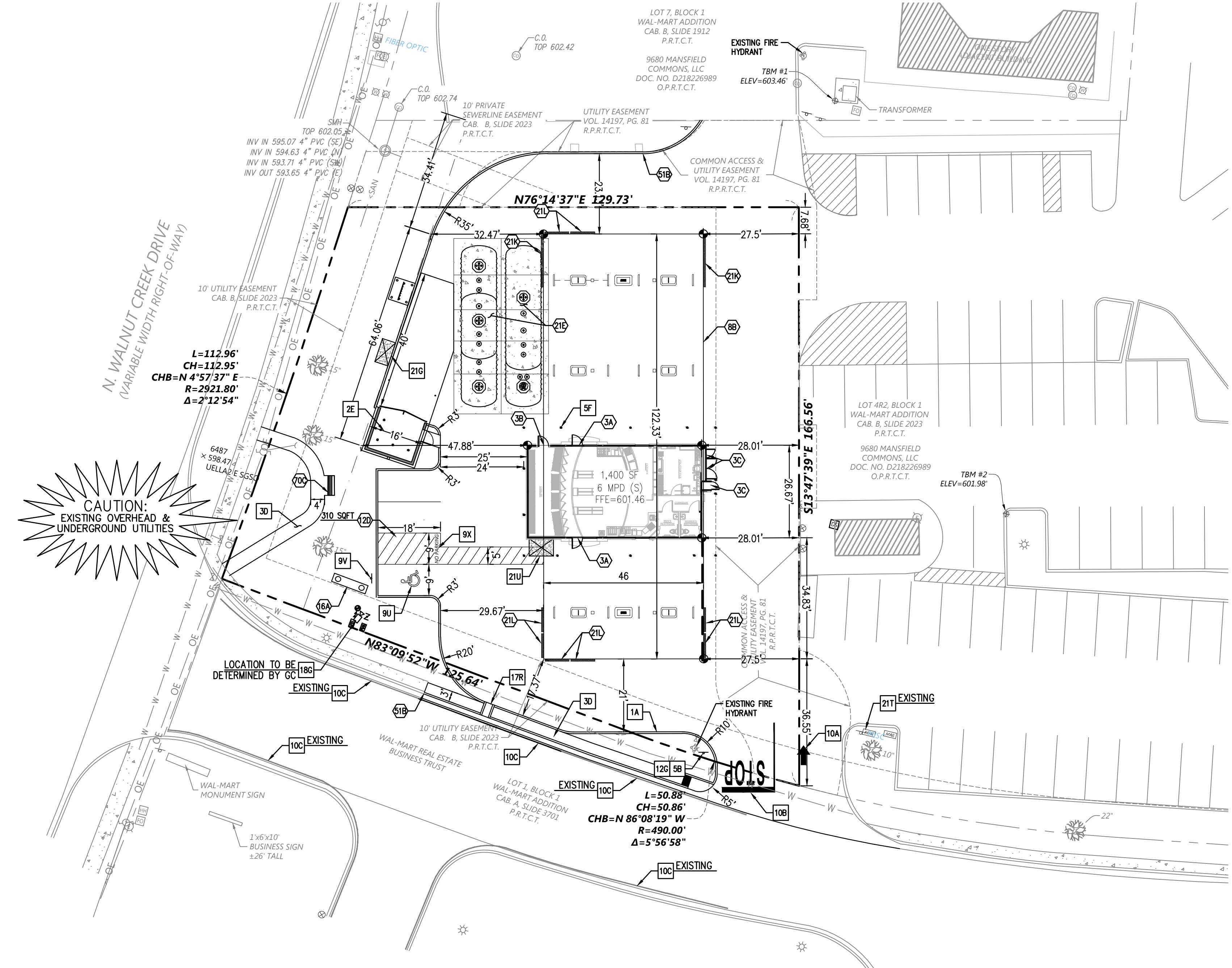
**PROPOSED**

---	BOUNDARY LINE
---	CONCRETE CURB AND GUTTER
●	BUILDING CONTROL POINT
---	CONSTRUCTION FENCE

- CITY OF MANSFIELD NOTES:**
- ALL SIGNAGE WILL COMPLY WITH THE REGULATIONS FOR C-2 ZONED PROPERTY AS SPECIFIED IN CHAPTER 155.090 OF THE CODE OF ORDINANCES.
  - THE TRASH ENCLOSURE AND ALL EQUIPMENT WILL BE SCREENED IN ACCORDANCE WITH THE REGULATIONS SPECIFIED IN CHAPTER 155.093 OF THE CODE OF ORDINANCES.
  - ALL ROOFTOP EQUIPMENT WILL BE SCREENED BY BUILDING PARAPETS AT LEAST ONE FOOT TALLER THAN THE TALLEST PIECE OF EQUIPMENT.
  - THERE WILL BE NO OUTSIDE STORAGE OF MATERIALS OR MERCHANDISE ON THE PROPERTY EXCEPT IN ENCLOSURES AS SPECIFIED ON THIS PLAN.
  - THERE WILL BE NO OUTSIDE STORAGE OF VEHICLES ON THE PROPERTY.
  - ALL LIGHTING WILL BE DESIGNED TO BE SHIELDED DOWNWARD AND NOT TRESPASS ONTO OTHER PROPERTIES OF CAUSE GLARE.

- SITE NOTES**
- PUBLIC ENTRANCE
  - STOCKROOM ENTRANCE
  - MAINTENANCE ACCESS
  - OVERHEAD CANOPY (TYP. PER CANOPY PLANS)
  - 4" TRAFFIC YELLOW LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
  - 4" WIDE PAINTED STRIPES, 1" O.C. @ 45° (SEE SIZE INDICATED AT SYMBOL)
  - MURPHY FREE STANDING SIGN
  - UNDERGROUND STORAGE TANKS (1-25,000 GAL. & 1-26,000 GAL.)
  - MURPHY EXPRESS ID SIGN PER APPROVED RENDERING
  - PRICE SIGN PER APPROVED ELEVATION
  - LIMITS OF SAWCUT AND PAVEMENT REMOVAL
  - 4" CONTOURED BENCH BY VICTOR STANLEY, MODEL #CR-10. (OR APPROVED EQUAL) (IN-GROUND MOUNT)
- SITE DETAILS**
- INTEGRAL CONCRETE CURB
  - DUMPSTER ENCLOSURE
  - CONCRETE SIDEWALK
  - CONCRETE SIDEWALK AROUND BUILDING
  - TRAFFIC SIGN IN BOLLARD
  - STEEL BOLLARD W/COVER (SINGLE)
  - ACCESSIBLE / VAN ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
  - ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN MOUNTED IN BOLLARD
  - "NO PARKING" PAINTED ON PAVEMENT
  - TRAFFIC FLOW ARROW (TYP.)
  - STOP BAR (TYP.)
  - FIRE LANE MARKING
  - "STOP" SIGN
  - SITE LIGHT POLE (SEE PHOTOMETRIC PLANS FOR POLE BASE DETAIL, FIXTURE TYPE, LOCATION AND MOUNTING DETAILS)
  - CURB CUT WITH STEEL PLATE
  - CONSTRUCTION CAMERA (COORDINATE WITH MOUSA PM FOR LOCATION)
  - AIR VACUUM UNIT WITH 4"x7" CONCRETE SLAB
  - ATM PAD (SEE FUEL DEVELOPMENT PLAN SHT. FE-1 FOR CONDUITS)
  - 7"x10" CONCRETE SLAB FOR PROPANE TANKS
  - MAILBOX (CONTRACTOR SHALL COORDINATE LOCATION WITH MURPHY AND POSTMASTER PRIOR TO INSTALLATION)
  - 5"x7" ICE UNIT (SEE NUMBER INDICATED AT SYMBOL)

- GENERAL SITE NOTES**
- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - ALL CURB RETURN RADI SHALL BE 3' AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
  - UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HERON: ALL CURB AND GUTTER ADJACENT TO EXISTING PAVING SHALL BE INSTALLED PER DETAIL.
  - PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE PAVING PLAN OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES. SEE ASSOCIATED PLANS FOR CANOPY, COLUMN, DISPENSER ISLAND DETAILS AND LAYOUT.
  - CONTRACTOR SHALL BEGIN CONSTRUCTION OF ANY LIGHT POLE BASES FOR RELOCATED LIGHT FIXTURES AND RELOCATION OF ELECTRICAL SYSTEM AS SOON AS DEMOLITION BEGINS. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY LIGHT POLES OR SIGNS SHALL NOT EXCEED 24 HOURS.
  - IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE WAL-MART TRAFFIC FLOW OR ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE WAL-MART CONSTRUCTION/STORE MANAGER AND/OR ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
  - ALL WAL-MART PROPERTY DAMAGED DUE TO CONSTRUCTION ACTIVITIES MUST BE REPLACED/RESTORED TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS, AND IS SUBJECT TO WAL-MART APPROVAL.
  - CONTRACTOR TO PROTECT EXISTING LANDSCAPE/IRRIGATION MATERIAL.
  - ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
  - THE MURPHY STATION WILL NOT DROP THE WAL-MART GREEN SPACE BELOW CITY REQUIREMENTS.
  - CONTRACTOR IS TO VERIFY LOCATION OF WAL-MART IRRIGATION SYSTEM, VALVE BOXES, CONTROL BOXES, BACKFLOW PREVENTION DEVICE AND OTHER ITEMS WHICH ARE PART OF THE SYSTEM. IF DAMAGES OCCUR THEY MUST BE REPAIRED AT CONTRACTOR'S COST.
  - THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWING IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
  - CONTRACTOR SHALL PURCHASE AND INSTALL A MAILBOX, AND SHALL COORDINATE LOCATION OF MAILBOX WITH MURPHY CONSTRUCTION MANAGER AND/OR ON-SITE REPRESENTATIVE AND LOCAL POSTMASTER.
  - ALL PROPOSED PAVEMENT STRIPING OR MARKINGS SHALL FOLLOW THE SPECIFICATIONS FOR PAINT INCLUDED IN DETAIL 10A.



**CAUTION:**  
 EXISTING OVERHEAD & UNDERGROUND UTILITIES

**PRE-CONSTRUCTION IMPERVIOUS SITE RATIO (ISR)**

AREA	SQUARE FEET	%
IMPERVIOUS (ROOF AND PAVING)	15,330	73
GREENSPACE	5,586	26
GROSS SITE	20,916	100

**POST-CONSTRUCTION IMPERVIOUS SITE RATIO (ISR)**

AREA	SQUARE FEET	%
IMPERVIOUS (ROOF AND PAVING)	17,049	81
GREENSPACE	3,897	19
GROSS SITE	20,916	100

**PARKING INFORMATION:**

DESCRIPTION	BUILDING AREA (S.F.)	REQUIRED RATIO				TOTAL
		1/200 S.F.	REGULAR	UNDER CANOPY	ACCESSIBLE	
FUELING STATION	1,400		6		1	7
		PROVIDED				
		RATIO				
		1/93 S.F.	REGULAR	UNDER CANOPY	ACCESSIBLE	TOTAL
			2	12	1	15

NO. OF FUEL ISLANDS: 6  
 NO. OF VEHICLE FUELING POINTS: 12

- THE MURPHY STATION WILL NOT DROP THE WAL-MART GREEN SPACE BELOW CITY REQUIREMENTS.
- ALL PERMANENT TURF AREAS MUST BE SODDED.
- GO TO ENSURE THAT TRAFFIC THROUGH MAIN WAL-MART DRIVES IS NOT INTERRUPTED AT ANY TIME DUE TO CONSTRUCTION ACTIVITIES. ENSURE A MINIMUM TEMPORARY LANE WIDTH OF 10' (EACH DIRECTION) IS AVAILABLE AT ALL TIMES, FREE OF OBSTRUCTIONS TO VEHICLES. AT NO TIME SHALL THE CONSTRUCTION FENCE EXTEND INTO THE DRIVE MORE THAN 2' FROM THE FACE OF THE CURB OR DRIVE.
- IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE WAL-MART TRAFFIC FLOW OR ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE WAL-MART CONSTRUCTION/STORE MANAGER AND/OR ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
- ALL WAL-MART PROPERTY DAMAGED DUE TO CONSTRUCTION ACTIVITIES MUST BE REPLACED/RESTORED TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS, AND IS SUBJECT TO WAL-MART APPROVAL.
- UTILITY WORK DONE ON WAL-MART PARCEL, WHETHER BY THE GC, CITY OR THE UTILITY COMPANIES, SHALL BE REPAIRED BACK TO EXISTING CONDITIONS.
- EROSION CONTROL MEASURES IMPLEMENTED INSIDE THE WAL-MART DRIVE ISLES AND PARKING LOT SHALL INCLUDE ONLY SILT BAGS (OR WAL-MART PRE-APPROVED EQUAL) TO ENSURE TRAFFIC CIRCULATION IS NOT IMPEDED. GRAVEL INLET PROTECTION DEVICES SHALL NOT BE ALLOWED INSIDE THE WAL-MART DRIVE ISLES OR PARKING LOT.

**SHEET NO. C-4**

**WALMART SUPERCENTER #284**  
 960 N. WALNUT CREEK DRIVE  
 MANSFIELD, TX 76063

**MURPHY OIL USA, INC.**  
 200 PEACH STREET  
 P.O. BOX 7000  
 EL DORADO, AR 71730-7000

**MURPHY USA**

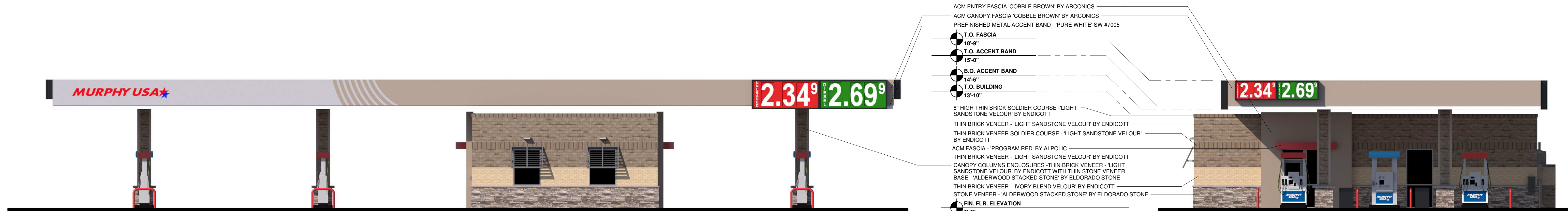
**SUP #24-003**

1101 Central Expressway  
 South,  
 Suite 215  
 Allen, TX 75013  
 Ph. 214-491-1850  
 John Mecasas, P.E.  
 CIVIL ENGINEER

J:\MURPHY\PROJECTS\MANSFIELD, TX\DWG 12/3/2024 11:01 AM CHRIS STRICKLAND

Exhibit B





1 ELEVATION - FRONT (FACING WEST)

LT SANDSTONE BRICK VENEER:	189 SF	(50%)
STOREFRONT / GLAZING:	43 SF	(12%)
IVORY BRICK VENEER:	51 SF	(14%)
STONE WATERTABLE:	91 SF	(24%)
TOTAL:	374 SF	(100%)

2 ELEVATION - RIGHT (FACING SOUTH)

LT SANDSTONE BRICK VENEER:	280 SF	(40%)
STOREFRONT / GLAZING:	98 SF	(14%)
IVORY BRICK VENEER:	88 SF	(13%)
STONE WATERTABLE:	112 SF	(16%)
ACM / METAL FASCIA:	124 SF	(17%)
TOTAL:	706 SF	(100%)



3 ELEVATION - REAR (FACING EAST)

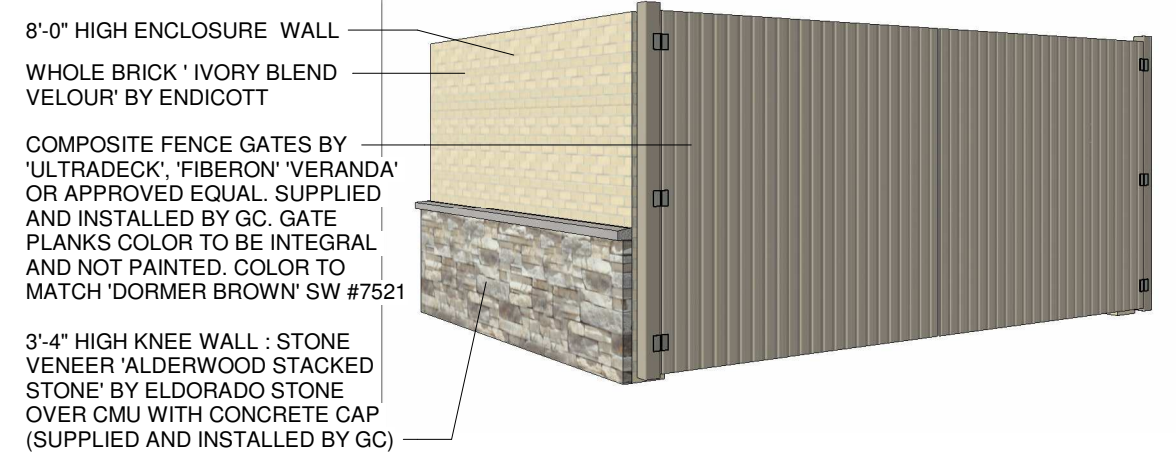
LT SANDSTONE BRICK VENEER:	211 SF	(56%)
IVORY BRICK VENEER:	72 SF	(20%)
STONE WATERTABLE:	91 SF	(24%)
TOTAL:	374 SF	(100%)

4 ELEVATION - LEFT (FACING NORTH)

LT SANDSTONE BRICK VENEER:	280 SF	(40%)
STOREFRONT / GLAZING:	98 SF	(14%)
IVORY BRICK VENEER:	88 SF	(13%)
STONE WATERTABLE:	112 SF	(16%)
ACM / METAL FASCIA:	124 SF	(17%)
TOTAL:	706 SF	(100%)

- ACM ENTRY FASCIA 'COBBLE BROWN' BY ARCONICS
- ACM CANOPY FASCIA 'COBBLE BROWN' BY ARCONICS
- PREFINISHED METAL ACCENT BAND - 'PURE WHITE' SW #7005
- T.O. FASCIA 18'-9"
- T.O. ACCENT BAND 15'-0"
- B.O. ACCENT BAND 14'-6"
- T.O. BUILDING 13'-10"
- 8" HIGH THIN BRICK SOLDIER COURSE - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- THIN BRICK VENEER SOLDIER COURSE - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- ACM FASCIA - 'PROGRAM RED' BY ALPOLIC
- THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- CANOPY COLUMNS ENCLOSURES - THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT WITH THIN STONE VENEER
- BASE - 'ALDERWOOD STACKED STONE' BY ELDORADO STONE
- THIN BRICK VENEER - 'IVORY BLEND VELOUR' BY ENDICOTT
- STONE VENEER - 'ALDERWOOD STACKED STONE' BY ELDORADO STONE
- FIN. FLR. ELEVATION 0'-0"

- ACM CANOPY FASCIA 'BRUSHED ALUMINIUM' BY ARCONIC
- PREFINISHED METAL ACCENT BAND - 'PURE WHITE' SW #7005
- T.O. FASCIA 18'-9"
- T.O. ACCENT BAND 15'-0"
- B.O. ACCENT BAND 14'-6"
- T.O. BUILDING 13'-10"
- 8" HIGH THIN BRICK SOLDIER COURSE - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- THIN BRICK VENEER SOLDIER COURSE - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT
- CANOPY COLUMNS ENCLOSURES - THIN BRICK VENEER - 'LIGHT SANDSTONE VELOUR' BY ENDICOTT WITH THIN STONE VENEER
- BASE - 'ALDERWOOD STACKED STONE' BY ELDORADO STONE
- THIN BRICK VENEER - 'IVORY BLEND VELOUR' BY ENDICOTT
- STONE VENEER - 'ALDERWOOD STACKED STONE' BY ELDORADO STONE
- FIN. FLR. ELEVATION 0'-0"
- METAL DOORS AND FRAMES TO BE PAINTED 'DORMER BROWN' SW #7521

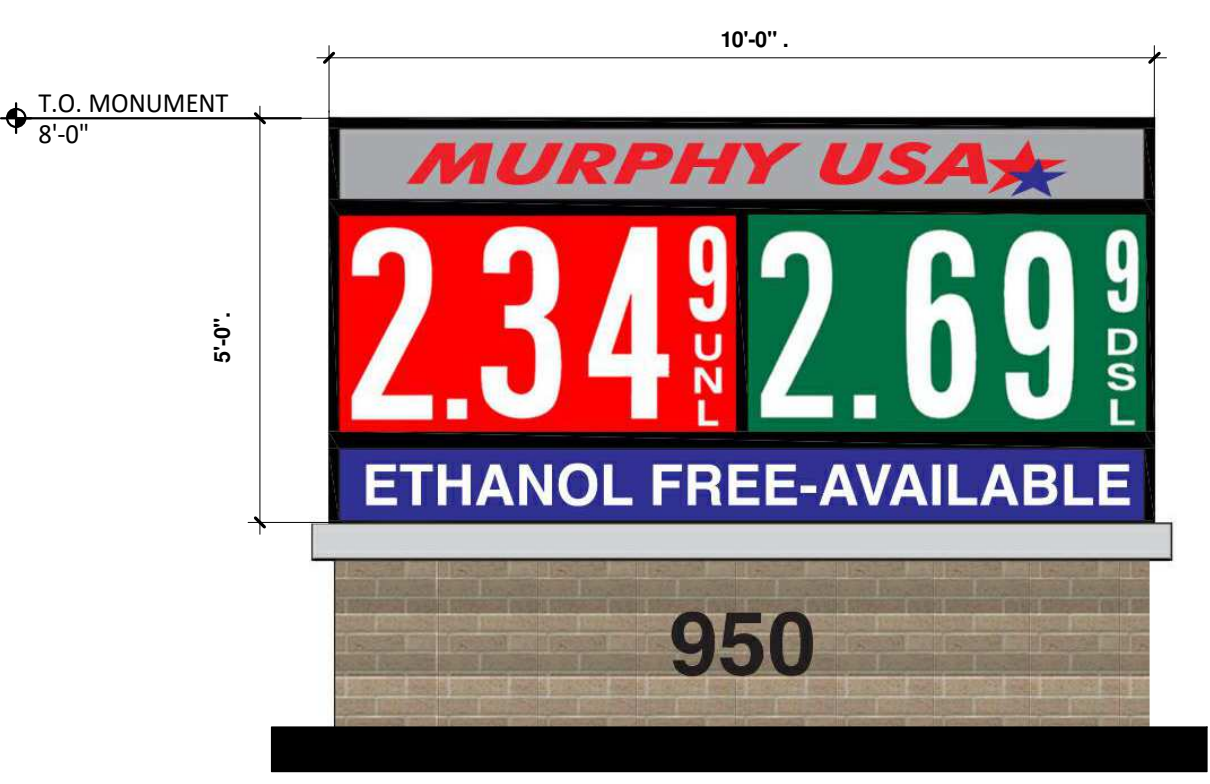


5 TRASH ENCLOSURE



SIGNAGE COLOR CHART

CANOPY - ROUTED SIGNS FURNISHED AND INSTALLED BY FMS		
MURPHY USA STAR LOGO	BLUE	EASTMAN BLUE, PANTONE 287 BLUE 3M 3630-87 ROYAL BLUE
	RED	PROGRAM RED, PANTONE 485 RED 3M 3630-43 RED
	WHITE	EASTMAN WHITE
CANOPY - PRICE SIGNS FURNISHED AND INSTALLED BY THE SIGN VENDOR		
UNLEADED	RED	3M 3632-73
	WHITE	3M 3632-20
	DIGIT	RED/WHITE
DIESEL	CABINET	BLACK
	GREEN	3M 3632-26
	WHITE	3M 3632-20
ETHANOL FREE	DIGIT	GREEN/WHITE
	CABINET	BLACK
	BLUE	3M 3632-157
MURPHY USA STAR LOGO	RED	3M 3632-43
	SILVER	3M 3630-121
	CABINET	BLACK
UNLEADED	RED	3M 3632-73
	WHITE	3M 3632-20
	DIGIT	RED/WHITE
DIESEL	CABINET	BLACK
	GREEN	3M 3632-26
	WHITE	3M 3632-20
ETHANOL FREE	DIGIT	GREEN/WHITE
	CABINET	BLACK
	BLUE	3M 3632-157
UNLEADED W/LOGO	WHITE	3M 3632-20
	DIGIT	BLUE/WHITE
	CABINET	BLACK



6 MONUMENT SIGN

CANOPY SIGNS :	QTY.	HEIGHT	WIDTH	AREA S.F.	TOTAL S.F.
MURPHY USA CANOPY LOGO SIGN	2		GRAPHIC AREA	24.76	49.52
LARGE CANOPY PRICE SIGN	4	51.25"	118.00"	42.00	168.00
SMALL CANOPY PRICE SIGN	4	34.13"	74.00"	17.54	70.16
CANOPY SIGNS TOTAL SIGNAGE :					287.68 S.F.
MONUMENT SIGN:					
UNLEADED W/LOGO	1	60.00"	120.00"	50.00	50.00
MONUMENT SIGNS TOTAL SIGNAGE :					50.00 S.F.
TOTAL SIGN AREA :					337.68 S.F.



MANSFIELD, TX (950 NORTH WALNUT CREEK DRIVE) R01  
 MURPHY #5753 WM #284  
 DECEMBER 02, 2024



**CAUTION NOTICE TO CONTRACTOR**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 7 DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES HORIZONTALLY AND VERTICALLY WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**REFER TO SHEET LP-2  
 FOR PLANTING NOTES.**

**POST-CONSTRUCTION**

IMPERVIOUS SITE RATIO (ISR)		
AREA	SQUARE FEET	%
IMPERVIOUS (ROOF AND PAVING)	17,049	81
GREENSPACE	3,897	19
GROSS SITE	20,916	100

**LEGEND:**

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE/CALIPER	HT/WIDTH	FLOWER COLOR	QTY
<b>EXISTING TREES — SEE GENERAL NOTES</b>						
	EXISTING TREES TO REMAIN	-	PER PLANS	-	-	PER PLAN

**SHADE TREES — SEE GENERAL NOTES, THIS SHEET REGARDING INSTALLATION SIZE UNLESS NOTED BELOW**

	PISTACHIA CHINENSIS 'KEITH DAVEY'	CHINESE PISTACHE 'KEITH DAVEY'	3" CALIPER	40'/35'	-	1
--	-----------------------------------	--------------------------------	------------	---------	---	---

**ORNAMENTAL TREES — SEE GENERAL NOTES, THIS SHEET REGARDING INSTALLATION SIZE UNLESS NOTED BELOW**

	ILEX OPACA 'SAVANNAH'	SAVANNAH HOLLY	15 GAL	10'/8'	-	1
--	-----------------------	----------------	--------	--------	---	---

**1 GALLON SHRUB — (SEE PLANTING NOTES)**

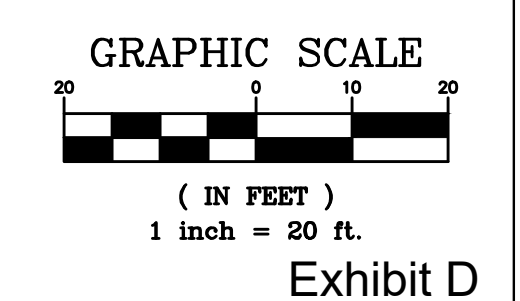
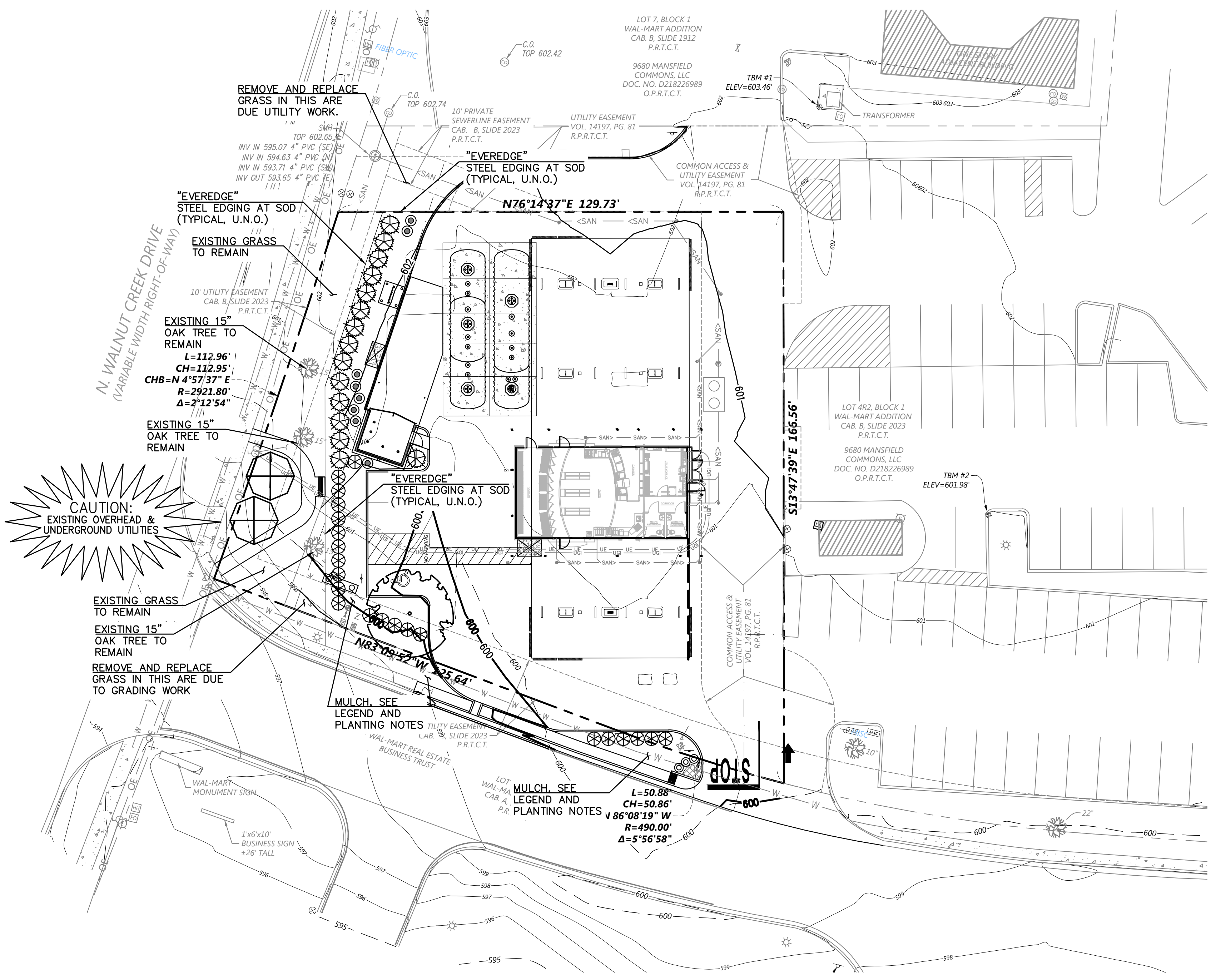
	ABELIA GRANDIFLORA	GLOSSY ABELIA	5 GAL	6'/6'	LILAC	15
	ILEX VOMITORIA 'BORDEAUX'	DWARF BORDEAUX HOLLY	5 GAL	3'/3'	INSIGNIFICANT	9
	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	5 GAL	42"/4'	INSIGNIFICANT	22
	SALVIA GREGGI	AUTUMN SAGE	5 GAL	30"/30"	RED	3

**SOD, GROUNDCOVER, MULCH, AND EDGING**

	LIRIOPE MUSCARI 'SILVER SUNPROOF'	SILVERY SUNPROOF LILYTURF	1 GAL @ 18" O.C.	12"	PURPLE- LAVANDAR	22 S.F.
	CYNDON DACTYLON 'TIF 419'	BERMUDA GRASS	SOD	-	-	400± S.F.
	HARDWOOD MULCH	SEE "GENERAL LANDSCAPE NOTES" FOR REQUIREMENTS				
	EVEREDGE STEEL EDGING (GARDEN RING WHERE NOTED) LINEAR FEET PER PLAN					

**GENERAL NOTES:**

- A. TREES TO BE INSTALLED 4'-0" MINIMUM AWAY FROM PAVING AREAS.
- B. MURPHY PROTOTYPE LANDSCAPE NOTES ON SHEET L-2 TAKE PRECEDENCE OVER THE PLANTING NOTES ON SHEET L-2, IF THEY ARE THE SAME.
- C. A FULLY AUTOMATIC IRRIGATION SYSTEM WILL BE SPECIFIED FOR THIS PROJECT, PLANS OF WHICH WILL BE PROVIDED TO AGENCY PRIOR TO START OF CONSTRUCTION, OR AT TIME REQUIRED BY GOVERNING AGENCY.



**SHEET NO. LP-1**

REGISTERED LANDSCAPE ARCHITECT  
 GILBERT A. BEAN III  
 2500  
 STATE OF TEXAS

12/03/2024

DD  
 DRW  
 CES  
 DES  
 AP  
 PM  
 JM  
 PRN  
 DATE  
 12/03/24  
 REV-0

**PRELIMINARY PLANTING PLAN  
 WALMART SUPERCENTER #284  
 960 N. WALNUT CREEK DRIVE  
 MANSFIELD, TX 76063**

1101 Central Expressway  
 South,  
 Suite 215  
 Allen, TX 75013  
 Ph. 214.491.1830  
 John Mecasins, P.E.  
 CIVIL ENGINEER



**MURPHY OIL USA, INC.**

**MURPHY USA**

200 PEACH STREET  
 P.O. BOX 7000  
 EL DORADO, AR 71730-7000

**SUP#24-003**



SUMMARY CHART - BUFFER YARD/SETBACKS							
LOCATION OF BUFFER YARD OR SETBACK	REQUIRED/PROVIDED	LENGTH	BUFFERYARD OR SETBACK WIDTH/TYPE	CANOPY TREES	ORNAMENTAL TREES	SHRUBS	SCREENING WALL/DEVICE HEIGHT & MATERAIL
WEST	REQUIRED		20'	3	N/A	YES	3'/SHRUBS
	PROVIDED	113'	20'	6*	N/A	YES	3'/SHRUBS
* NOTE ANY CREDITS USED IN CALCULATIONS A. THERE ARE TWO EXISTING 15" TREES ALONG WESTERLY PROPERTY							
OTHER COMMENTS: 1. THE NORTH, SOUTH AND EAST PROPERTY LINES DUE NOT REQUIRE ANY LANDSCAPE BUFFER OR SETBACK.							

SUMMARY CHART - INTERIOR LANDSCAPE						
	LANDSCAPE AREA (SQ. FT)	% OF LANDSCAPE AREA	CANOPY TREES	ORNAMENTAL TREES	SHRUBS	GROUND COVER (IN SQ. FT)
REQUIRED	2,092	10	0	0	?	?
PROVIDED	3,897	19	0	0	49	422±

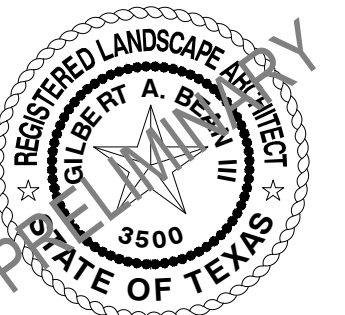
SUMMARY CHART - INTERIOR PARKING LOT LANDSCAPING	
# OF REQUIRED PARKING SPACES	7
# OF PROVIDED PARKING SPACES	15
# OF TREE ISLANDS PROVIDED	0
* NOTE ANY CREDITS USED IN CALCULATIONS A. NONE	
OTHER COMMENTS: 1. NONE	

**GENERAL LANDSCAPE NOTES (FROM MURPHY PROTOTYPE):**

- A. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.
- B. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
- C. ALL LANDSCAPE MATERIALS SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. (ANSI-Z60.1-1986)
- D. ALL DISTURBED AREAS DESIGNATED ON THE GRADING PLAN SHALL BE SHOWN AS FOLLOWS:  
 GRASS SEED MIX: 40% PERENNIAL RYE  
40% TURF TYE FESCUE 0.5 LB PER 100 S.F.  
20% BERMUDAS GRASS  
 AGRICULTURAL LIME 2 LB PER 1000 S.F.  
 FERTILIZER 10-10-10 2 LB PER 1000 S.F.  
 MULCH: DRY STRAW OR HAY 2"-3" DEPTH
- E. ALL HOBBY LOBBY PROPERTY DAMAGED DUE TO CONSTRUCTION ACTIVITIES MUST BE REPLACED/RESTORED TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS AND IS SUBJECT TO WAL-MART APPROVAL.
- F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED SHALL ANY REASON PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- G. THE MURPHY STATION WILL NOT DROP HOBBY LOBBY'S GREEN SPACE BELOW CITY REQUIREMENTS.
- H. CONTRACTOR IS TO VERIFY LOCATION OF HOBBY LOBBY IRRIGATION SYSTEM, VALVE BOXES, CONTROL BOXES, BACKFLOW PREVENTION DEVICES AND OTHER ITEMS WHICH ARE PART OF THE SYSTEM. IF DAMAGED THEY MUST BE REPAIRED AT CONTRACTOR'S COST.
- I. CONTRACTOR IS TO PROTECT EXISTING LANDSCAPING/IRRIGATION MATERIALS.
- J. ACCEPTANCE OF GRADING AND SEEDING SHALL BE BY LANDSCAPE ARCHITECT AND/OR OWNER. THE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITIES FOR A MINIMUM OF ONE (1) YEAR OR UNTIL SECOND CUTTING, WHICH EVER IS LONGER. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, RESEEDING AND OTHER OPERATIONS NECESSARY TO KEEP ALL LAWN AREAS IN A THRIVING CONDITIONS. UPON FINAL ACCEPTANCE, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAWN AREA HAVE GERMINATED, AREAS WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER SHALL BE RE-SEEDED REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAWN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT, AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL LAWN AREA.
- K. ALL PERMANENT TURF AREAS SHALL BE SOD.
- L. FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH TIME RELEASE FERTILIZER.
- M. SEE GRADING PLAN FOR APPLICATION OF TOPSOIL AND MAINTENANCE OF LAWN AREAS.
- N. SHREDDED HARDWOOD MULCH SHALL BE USED AS A FOUR INCH (4") TOP DRESSING IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND (SEE PLANTING DETAILS).
- O. ALL PLANT MATERIAL SHALL BE WARRANTED FOR A PERIOD OF 1 YEAR AFTER PLANTING. IF ANY PLANTS DIE BEFORE THEY END OF 1 YEAR THEY SHALL BE REPLACED, AT NO COST TO THE OWNER, BY A PLANT OF SIMILAR SIZE AND SPECIES.
- P. TREES SHALL BE PLANTED PER DETAILS.
- Q. GC SHALL INCORPORATE PER-EMERGENT HERBICIDE AND WEED BARRIER FABRIC IN ALL MULCH AND PLANTING AREA.
- R. NO PLANTINGS SHALL BLOCK VIEW OF FREE-STANDING OR ID SIGNAGE.

**PLANTING NOTES:**

- A. GENERAL LANDSCAPE REQUIREMENTS ARE PER CITY OF MANSFIELD ORDINANCE, SECTION 155.092 LANDSCAPE AND SCREENING STANDARDS.
- B. PLANT MATERIAL TYPES SHOWN ARE PER CITY CODE REFERENCED ABOVE.
- C. CONTRACTOR SHALL REFER TO CITY OF MURPHY FOR LANDSCAPE PERMIT AND OR LANDSCAPE CONSTRUCTION REQUIREMENTS.
- D. ALL TREES SHALL BE SINGLE LEADER TRUNK, MUST DISPLAY A STRONG CENTRAL LEADER AND MEET ANSI STANDARD Z.60.1 OF THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION
- E. THOUGH NO DIMENSIONS ARE SHOWN, IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN PLANTING LOCATIONS, CONFIGURATION AND SPACING AS SHOWN, MAINTAINING PLANTING DISTANCES FROM CURBS, SIDEWALKS, EXISTING AND PROPOSED BUILDINGS AND UTILITIES AS SHOWN ON PLANS.
- F. ALL LANDSCAPE AREAS, PLANTED OR NOT, SHALL HAVE A PRE-EMERGENT SPRAYED ACCORDING TO MANUFACTURER AND AGENCY REQUIREMENTS PRIOR TO INSTALLATION OF FILTER FABRIC OR ANY PLANT MATERIAL.
- G. SHOULD PLANT MATERIAL NOT BE AVAILABLE IN EITHER TYPE AND/OR SIZE SPECIFIED, **CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT FOR AN APPROVED SUBSTITUTION.**
- H. SHOULD CONTRACTOR INSTALL PLANT MATERIAL THAT DOES NOT MEET TYPE, SIZE, AND/OR TYPE AS SPECIFIED, CONTRACTOR SHALL BE RESPONSIBLE FOR PLANT REPLACEMENT.
- I. ALL QUANTITIES PROVIDED FOR BIDDING ASSISTANCE ONLY. CONTRACTOR TO VERIFY PLANT AND OTHER QUANTITIES, PLANS TAKE PRECEDENCE.
- J. ALL UTILITY EASEMENTS SHALL BE MARKED PRIOR TO EXCAVATION, AND PARTICULAR ATTENTION PAID TO TREE PLACEMENT WITHIN AND THROUGHOUT SITE.
- K. IF PROPOSED ON THESE PLANS, CONTRACTOR SHALL PROVIDE ROCK SAMPLES AND OBTAIN APPROVAL FROM OWNER PRIOR TO FINAL DELIVERY OF QUARRIED MATERIALS. NO STEEL EDGING SHALL BE USED BETWEEN ROCK TYPES UNLESS SPECIFICALLY SHOWN ON THESE PLANS.
- L. CONTRACTOR TO PAY CLOSE ATTENTION TO FINISH GRADES. SHOULD ROCK OR SOD AREAS EXCEED 4:1 SLOPE, CONTRACTOR TO OBTAIN APPROVAL OF LANDSCAPE DESIGNER PRIOR TO INSTALLATION.
- M. LANDSCAPING SHALL BE INSTALLED ACCORDING TO PLANS, DETAILS, AND SPECIFICATIONS. SHOULD CHANGES BE IMPLEMENTED IN THE FIELD, A NEW SET OF PLANS ARE REQUIRED TO BE SUBMITTED TO THE CITY OF MANSFIELD OR GOVERNING AGENCY. LANDSCAPE DESIGNER IS NOT UNDER CONTRACT TO PROVIDE THESE PLANS, EXCEPT AS PROVIDED FOR IN ORIGINAL CONTRACT.



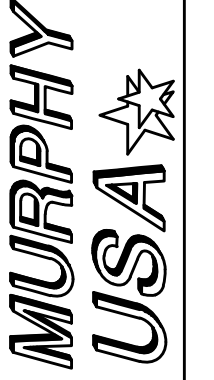
11/25/2024

LANDSCAPE NOTES AND CALCS  
 WALMART SUPERCENTER #284  
 960 N. WALNUT CREEK DRIVE  
 MANSFIELD, TX 76063

1101 Central Expressway  
 South,  
 Suite 215  
 Allen, TX 75013  
 Ph. 214.491.1830  
 John Mecasas, P.E.  
 CIVIL ENGINEER



MURPHY OIL USA, INC.  
 200 PEACH STREET  
 P.O. BOX 7000  
 EL DORADO, AR 71730-7000

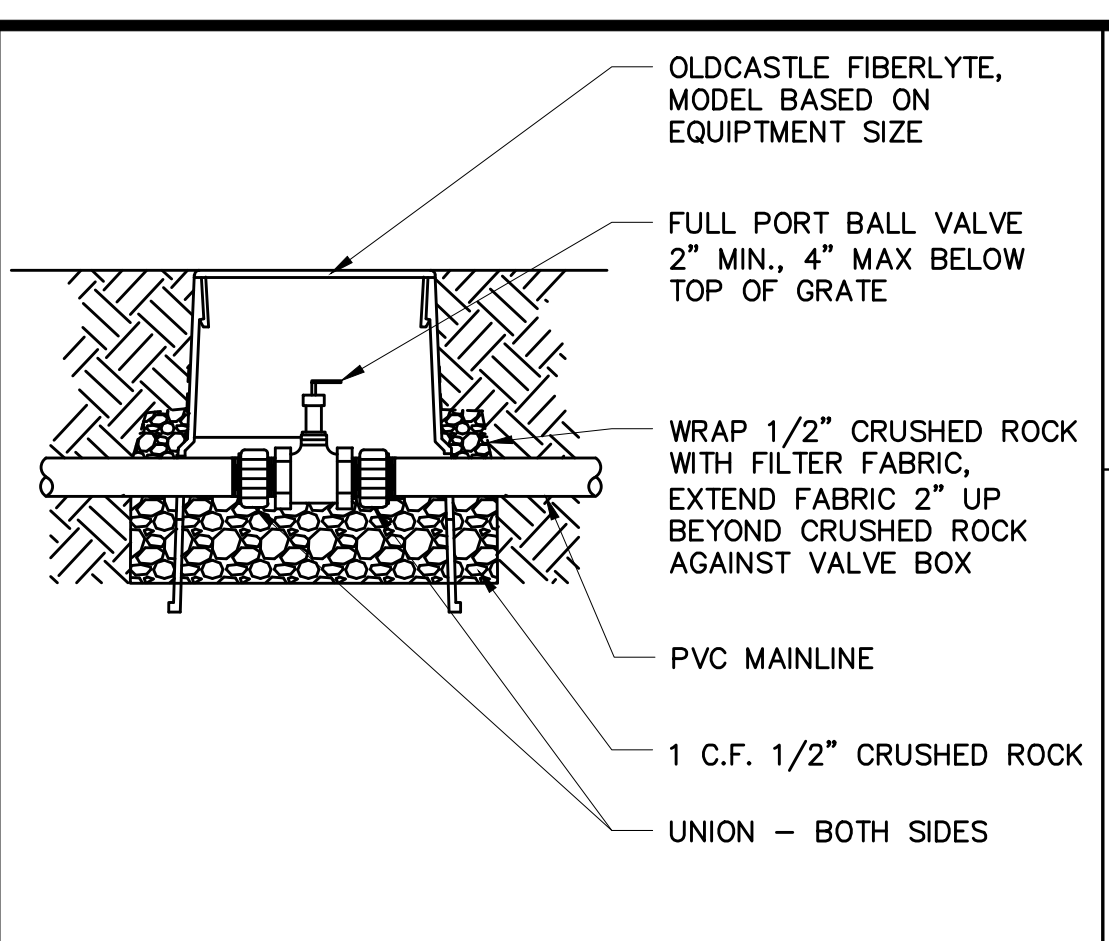




J. MURPHY PROJECTS/MANSFIELD, TX #9753/\_CURRENT DRAWINGS/WM-024007\_LANDSCAPE MANSFIELD, TX.DWG 11/25/2024 1:40 PM CHRIS STRICKLAND

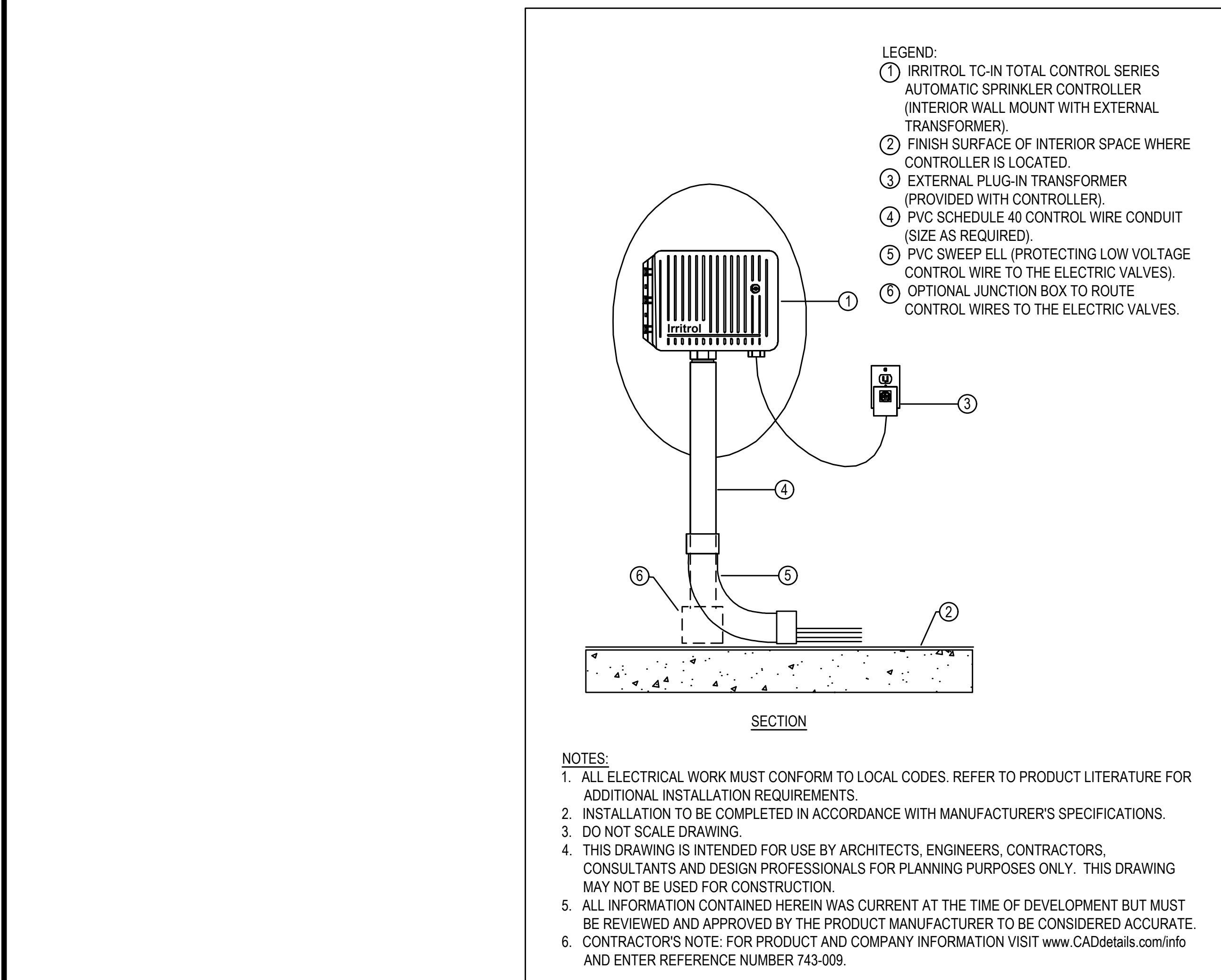


- 1 FINISH GRADE/TOP OF MULCH
- 2 VALVE BOX WITH COVER: RAIN BIRD VB-6RND
- 3 PVC SCH 40 TEE
- 4 PVC LATERAL PIPE
- 5 DRIP END/FLUSH CAP PER IRRIGATION PLAN
- 6 BRICK (1 OF 2)
- 7 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL



- OLDCASTLE FIBERLYTE, MODEL BASED ON EQUIPMENT SIZE
- FULL PORT BALL VALVE 2" MIN., 4" MAX BELOW TOP OF GRATE
- WRAP 1/2" CRUSHED ROCK WITH FILTER FABRIC, EXTEND FABRIC 2" UP BEYOND CRUSHED ROCK AGAINST VALVE BOX
- PVC MAINLINE
- 1 C.F. 1/2" CRUSHED ROCK
- UNION - BOTH SIDES

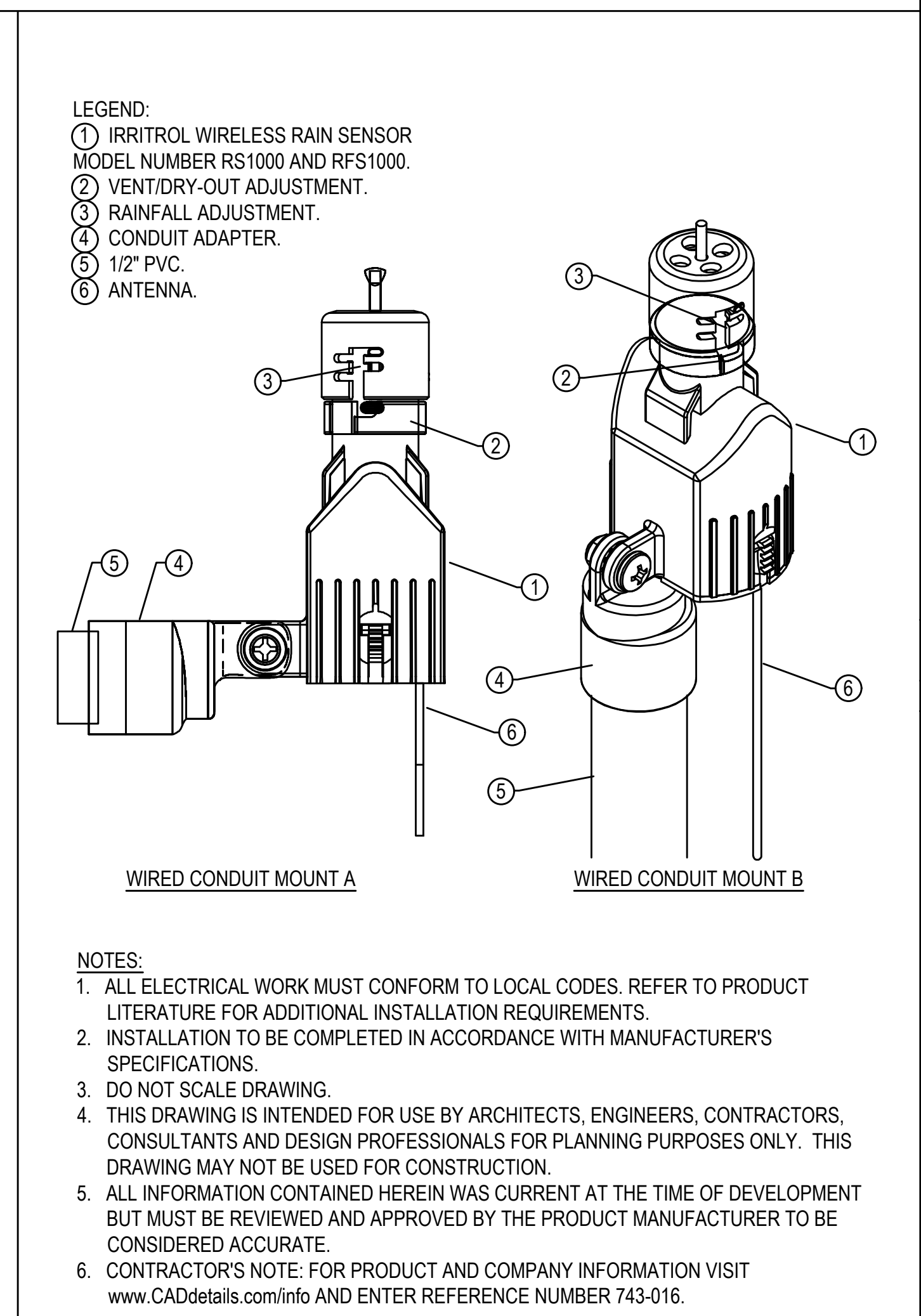
**8 DRAIN VALVE (DRIP END/FLUSH CAP)** NO SCALE **4 WATER SHUT OFF VALVE** NO SCALE



- LEGEND:
- 1 IRRITROL TC-IN TOTAL CONTROL SERIES AUTOMATIC SPRINKLER CONTROLLER (INTERIOR WALL MOUNT WITH EXTERNAL TRANSFORMER).
  - 2 FINISH SURFACE OF INTERIOR SPACE WHERE CONTROLLER IS LOCATED.
  - 3 EXTERNAL PLUG-IN TRANSFORMER (PROVIDED WITH CONTROLLER).
  - 4 PVC SCHEDULE 40 CONTROL WIRE CONDUIT (SIZE AS REQUIRED).
  - 5 PVC SWEEP ELL (PROTECTING LOW VOLTAGE CONTROL WIRE TO THE ELECTRIC VALVES).
  - 6 OPTIONAL JUNCTION BOX TO ROUTE CONTROL WIRES TO THE ELECTRIC VALVES.

- NOTES:
1. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.
  2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  3. DO NOT SCALE DRAWING.
  4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
  5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
  6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 743-009.

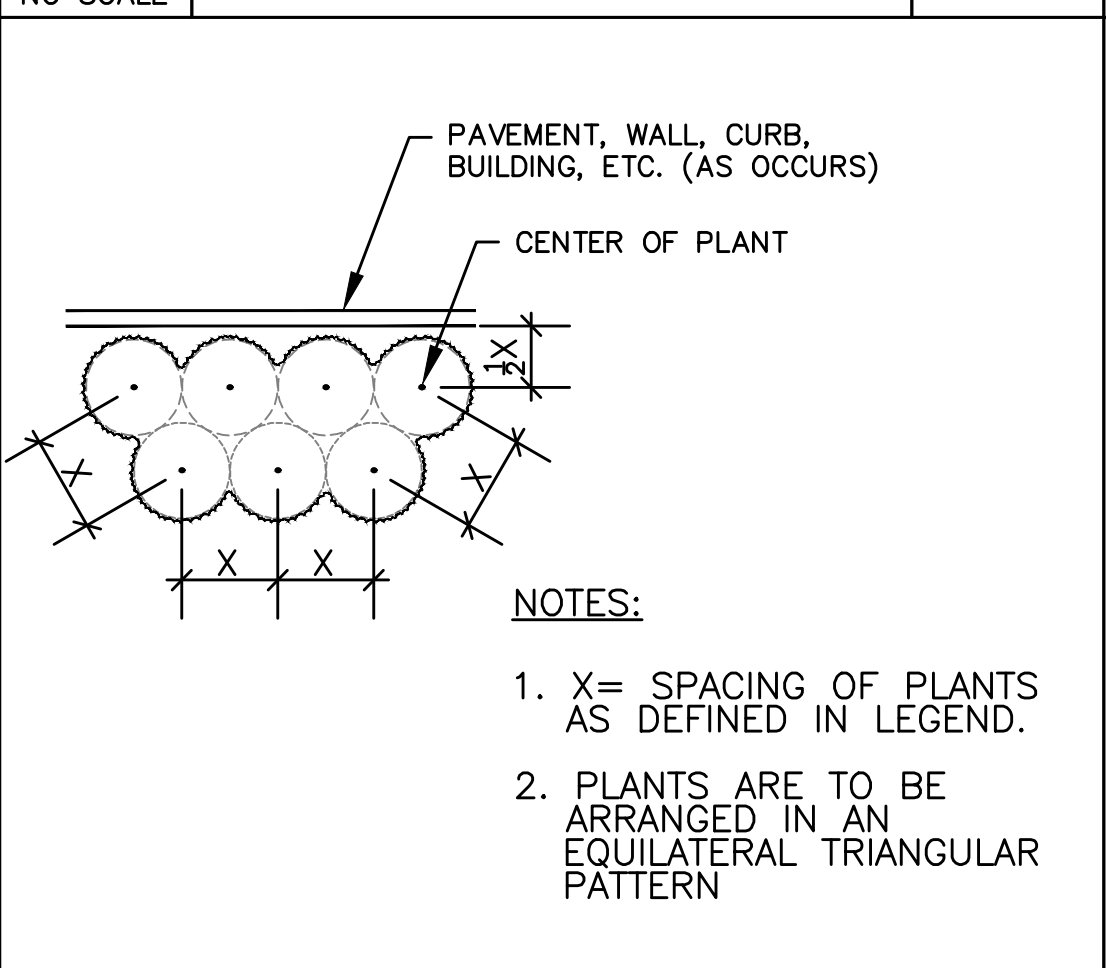
**11 IRRIGATION CONTROLLER** NO SCALE



- LEGEND:
- 1 IRRITROL WIRELESS RAIN SENSOR MODEL NUMBER RS1000 AND RFS1000.
  - 2 VENT/DRY-OUT ADJUSTMENT.
  - 3 RAINFALL ADJUSTMENT.
  - 4 CONDUIT ADAPTER.
  - 5 1/2" PVC.
  - 6 ANTENNA.

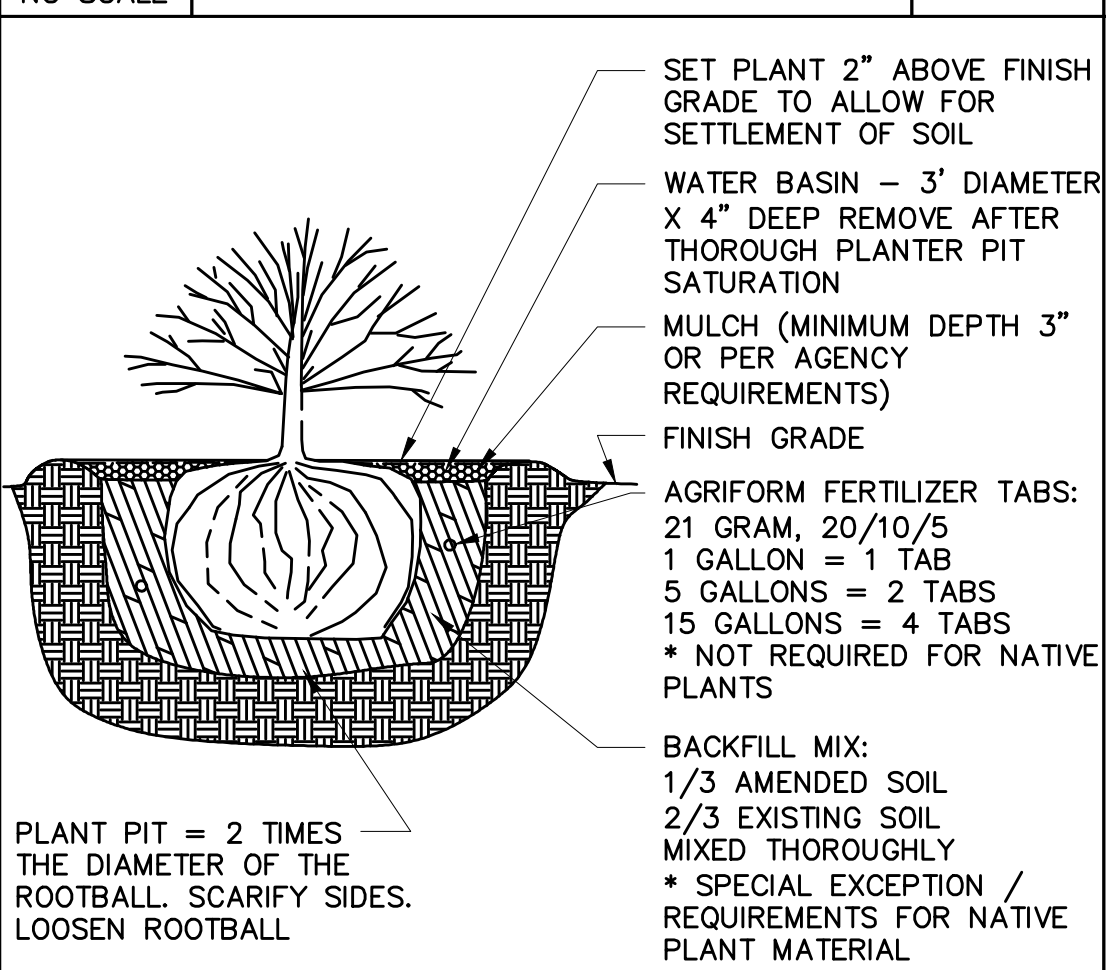
- NOTES:
1. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.
  2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  3. DO NOT SCALE DRAWING.
  4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
  5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
  6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 743-016.

**10 RAIN/FREEZE SENSOR** NO SCALE



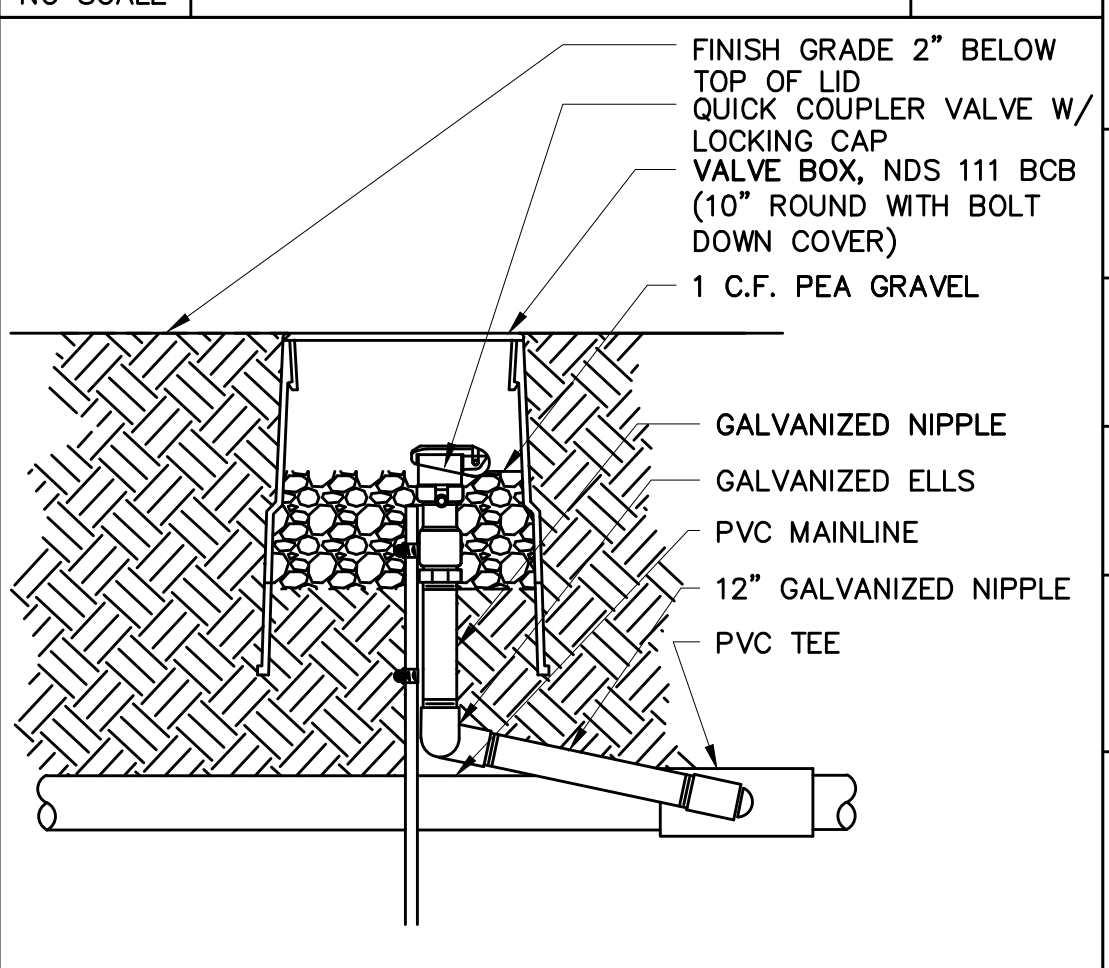
- NOTES:
1. X = SPACING OF PLANTS AS DEFINED IN LEGEND.
  2. PLANTS ARE TO BE ARRANGED IN AN EQUILATERAL TRIANGULAR PATTERN

**7 GROUNDCOVER PLANT SPACING** NO SCALE



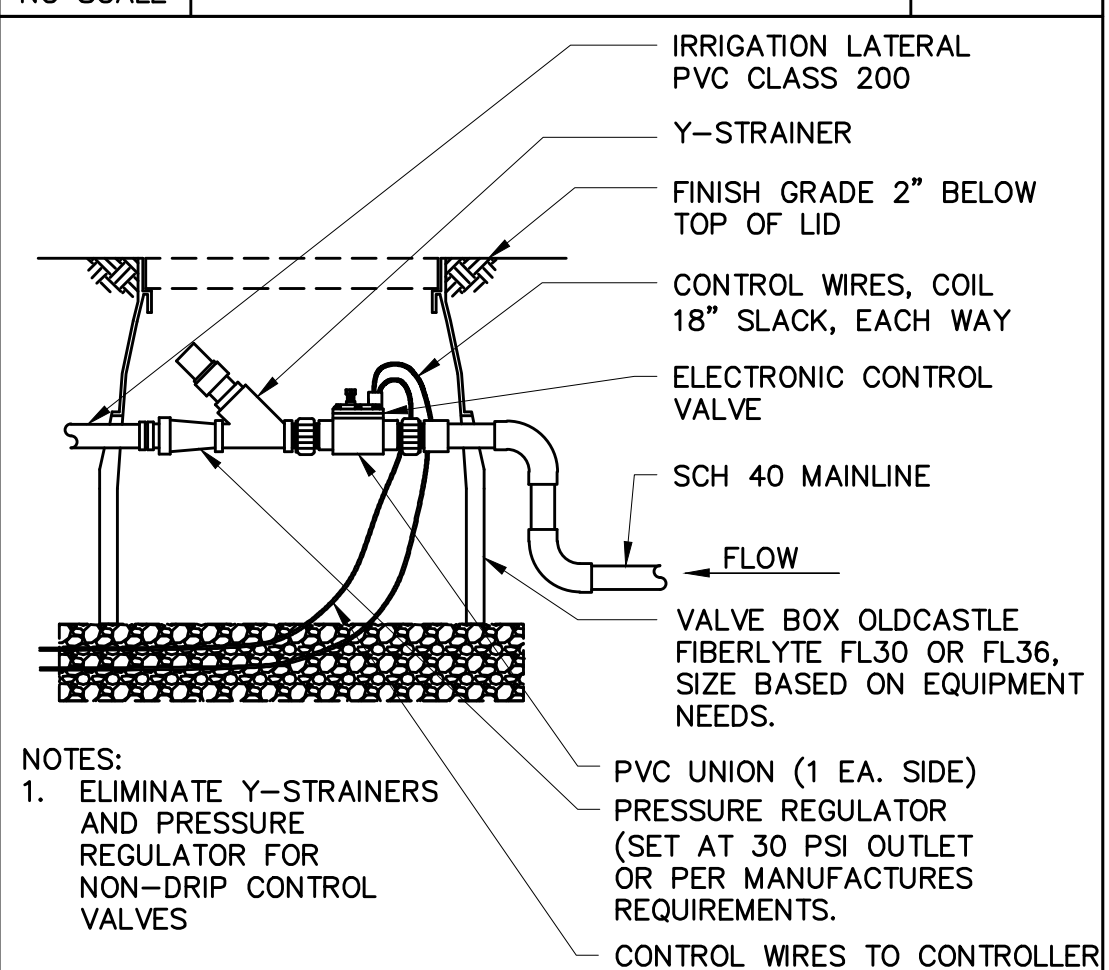
- SET PLANT 2" ABOVE FINISH GRADE TO ALLOW FOR SETTLEMENT OF SOIL
- WATER BASIN - 3' DIAMETER X 4" DEEP REMOVE AFTER THOROUGH PLANTER PIT SATURATION
- MULCH (MINIMUM DEPTH 3" OR PER AGENCY REQUIREMENTS)
- FINISH GRADE
- AGRIFORM FERTILIZER TABS: 21 GRAM, 20/10/5  
1 GALLON = 1 TAB  
5 GALLONS = 2 TABS  
15 GALLONS = 4 TABS  
\* NOT REQUIRED FOR NATIVE PLANTS
- BACKFILL MIX:  
1/3 AMENDED SOIL  
2/3 EXISTING SOIL  
MIXED THOROUGHLY  
\* SPECIAL EXCEPTION / REQUIREMENTS FOR NATIVE PLANT MATERIAL
- PLANT PIT = 2 TIMES THE DIAMETER OF THE ROOTBALL SCARIFY SIDES. LOOSEN ROOTBALL

**6 SHRUB / GROUNDCOVER PLANTING** NO SCALE



- FINISH GRADE 2" BELOW TOP OF LID
- QUICK COUPLER VALVE W/ LOCKING CAP
- VALVE BOX, NDS 111 BCB (10" ROUND WITH BOLT DOWN COVER)
- 1 C.F. PEA GRAVEL
- GALVANIZED NIPPLE
- GALVANIZED ELLS
- PVC MAINLINE
- 12" GALVANIZED NIPPLE
- PVC TEE

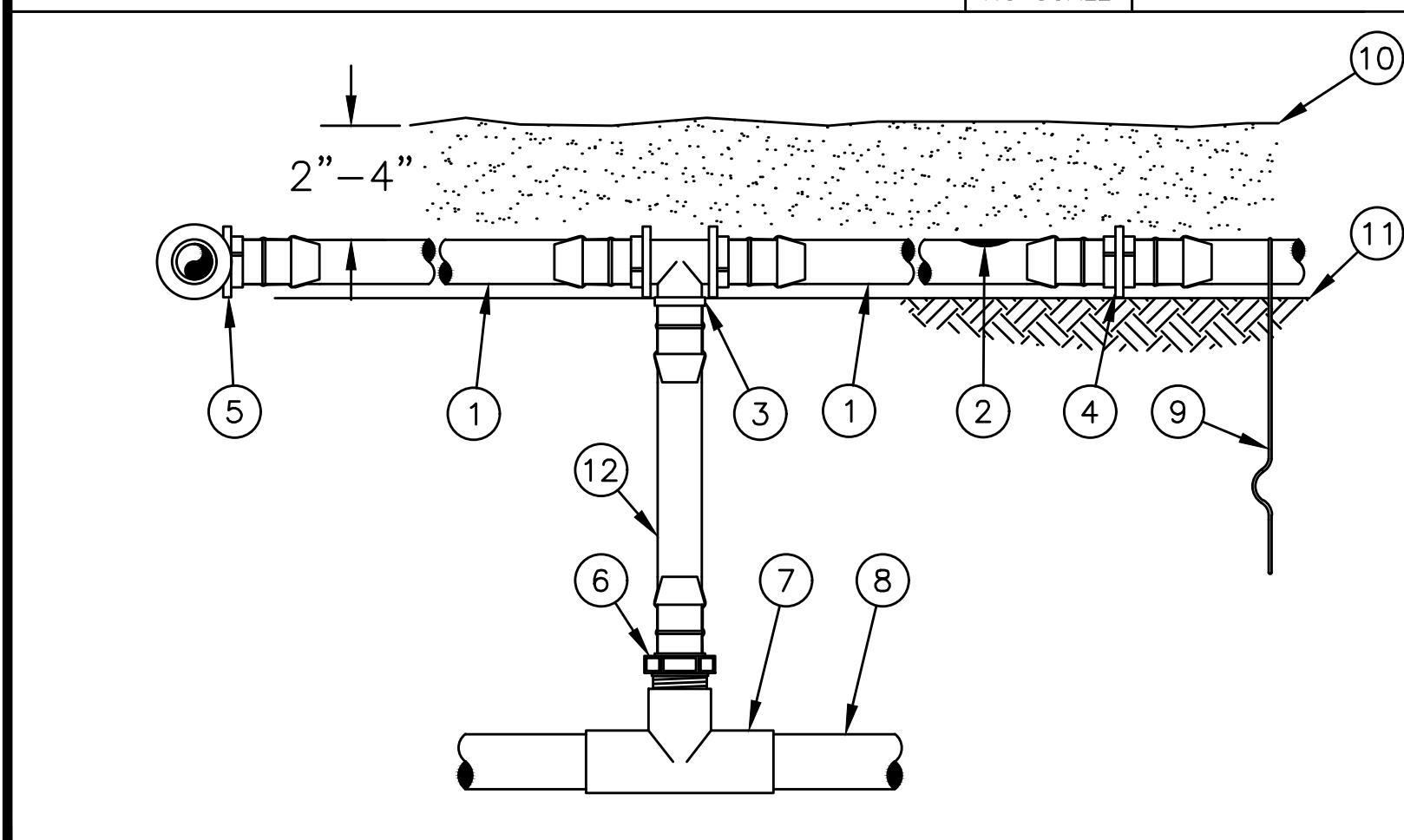
**3 QUICK COUPLER IN VALVE BOX** NO SCALE



- IRRIGATION LATERAL PVC CLASS 200
- Y-STRAINER
- FINISH GRADE 2" BELOW TOP OF LID
- CONTROL WIRES, COIL 18" SLACK, EACH WAY
- ELECTRONIC CONTROL VALVE
- SCH 40 MAINLINE
- VALVE BOX OLDCASTLE FIBERLYTE FL30 OR FL36, SIZE BASED ON EQUIPMENT NEEDS.
- PVC UNION (1 EA. SIDE)
- PRESSURE REGULATOR (SET AT 30 PSI OUTLET OR PER MANUFACTURER REQUIREMENTS.
- CONTROL WIRES TO CONTROLLER

- NOTES:
1. ELIMINATE Y-STRAINERS AND PRESSURE REGULATOR FOR NON-DRIP CONTROL VALVES

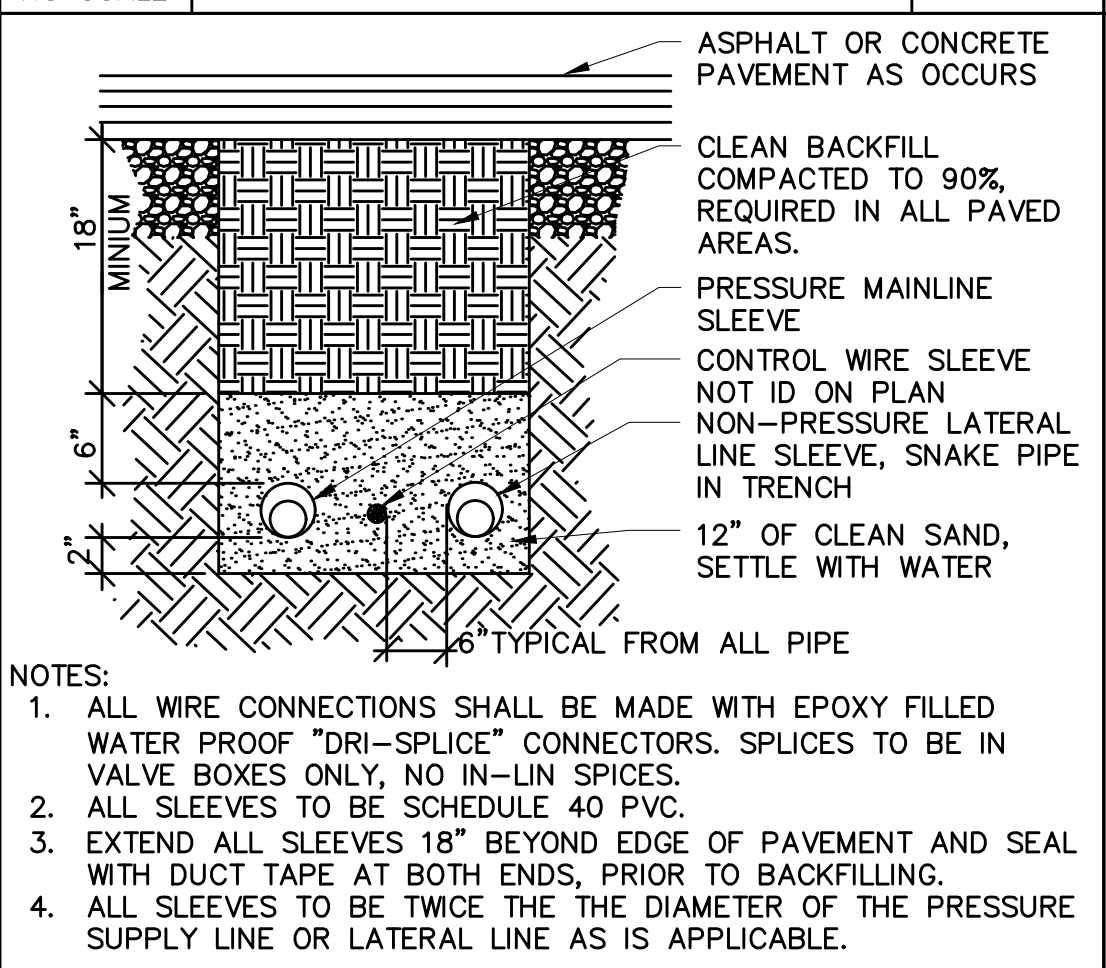
**2 CONTROL VALVE ASSEMBLY** NO SCALE



- 1 ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFD DRIPLINE NON-POTABLE: XFDP DRIPLINE
- 2 INLINE DRIP EMITTER OUTLET, SEE PLANS FOR DRIPLINE OUTLET SPACING.
- 3 BARB TEE 17x17x17mm - RAIN BIRD XFF-TEE
- 4 BARB COUPLING 17x17mm - RAIN BIRD XFF-COUP
- 5 BARB ELBOW 17x17mm - RAIN BIRD XFF-ELBOW
- 6 BARB MALE ADAPTER 17mm X 1/2" MPT RAIN BIRD XFF-MA-050 17mm X 3/4" MPT RAIN BIRD XFF-MA-075
- 7 PVC TEE SxSxT
- 8 PVC LATERAL SUPPLY HEADER
- 9 TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (TYPICAL)
- 10 MULCH
- 11 FINISH GRADE
- 12 RAIN BIRD XF SERIES BLANK TUBING LENGTH AS REQUIRED

- NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
  2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
  3. SAVE YOUR HANDS. USE THE RAIN BIRD FITTINGS-TOOL XF INSERTION TOOL FOR FITTING ASSEMBLY.

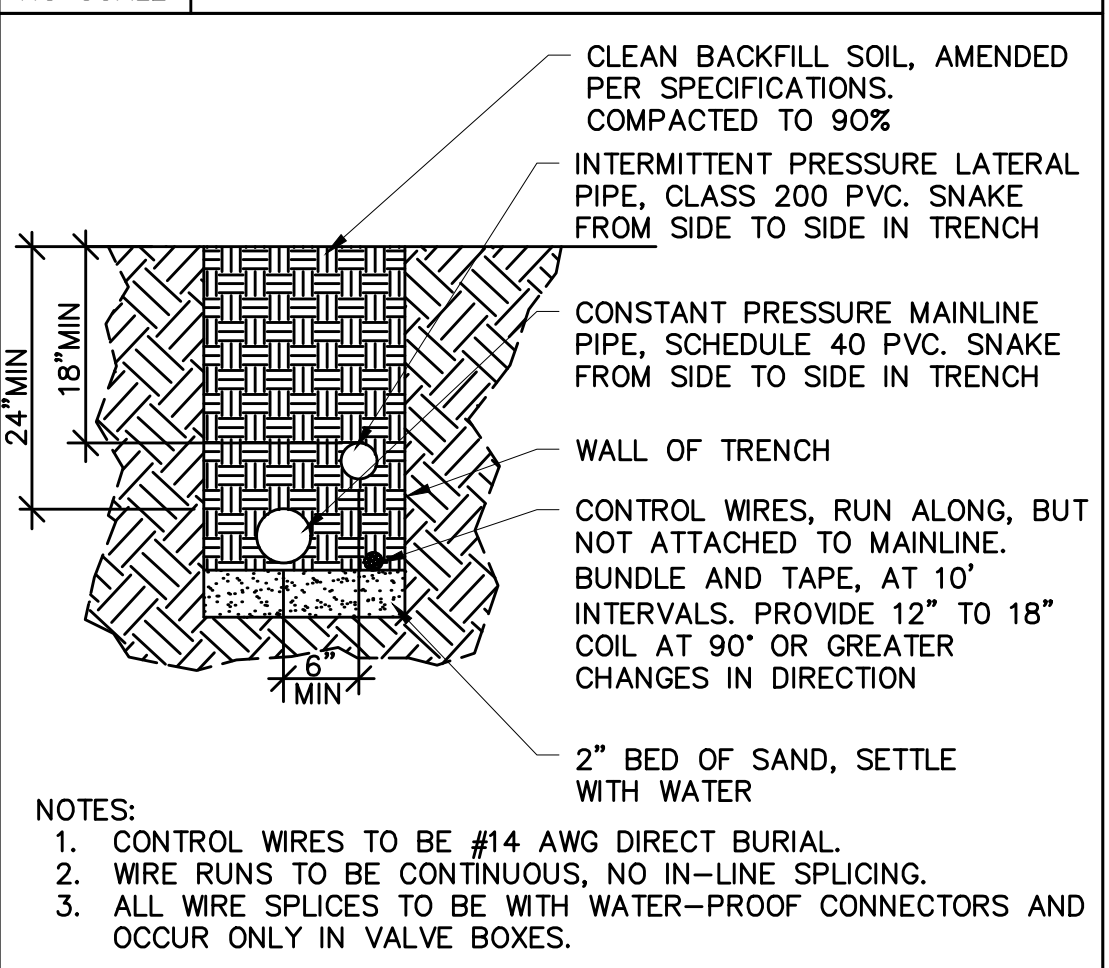
**9 XFD ON-SURFACE DRIPLINE RISER ASSEMBLY** NO SCALE



- ASPHALT OR CONCRETE PAVEMENT AS OCCURS
- CLEAN BACKFILL COMPACTED TO 90%, REQUIRED IN ALL PAVED AREAS.
- PRESSURE MAINLINE SLEEVE
- CONTROL WIRE SLEEVE NOT ID ON PLAN
- NON-PRESSURE LATERAL LINE SLEEVE, SNAKE PIPE IN TRENCH
- 12" OF CLEAN SAND, SETTLE WITH WATER
- 6" TYPICAL FROM ALL PIPE

- NOTES:
1. ALL WIRE CONNECTIONS SHALL BE MADE WITH EPOXY FILLED WATER PROOF "DRI-SPLICE" CONNECTORS. SPLICES TO BE IN VALVE BOXES ONLY, NO IN-LINE SPLICES.
  2. ALL SLEEVES TO BE SCHEDULE 40 PVC.
  3. EXTEND ALL SLEEVES 18" BEYOND EDGE OF PAVEMENT AND SEAL WITH DUCT TAPE AT BOTH ENDS, PRIOR TO BACKFILLING.
  4. ALL SLEEVES TO BE TWICE THE DIAMETER OF THE PRESSURE SUPPLY LINE OR LATERAL LINE AS IS APPLICABLE.

**5 PIPE SLEEVE BELOW PAVEMENT** NO SCALE



- CLEAN BACKFILL SOIL, AMENDED PER SPECIFICATIONS. COMPACTED TO 90%
- INTERMITTENT PRESSURE LATERAL PIPE, CLASS 200 PVC. SNAKE FROM SIDE TO SIDE IN TRENCH
- CONSTANT PRESSURE MAINLINE PIPE, SCHEDULE 40 PVC. SNAKE FROM SIDE TO SIDE IN TRENCH
- WALL OF TRENCH
- CONTROL WIRES, RUN ALONG, BUT NOT ATTACHED TO MAINLINE. BUNDLE AND TAPE, AT 10' INTERVALS. PROVIDE 12" TO 18" COIL AT 90° OR GREATER CHANGES IN DIRECTION
- 2" BED OF SAND, SETTLE WITH WATER

- NOTES:
1. CONTROL WIRES TO BE #14 AWG DIRECT BURIAL.
  2. WIRE RUNS TO BE CONTINUOUS, NO IN-LINE SPLICING.
  3. ALL WIRE SPLICES TO BE WITH WATER-PROOF CONNECTORS AND OCCUR ONLY IN VALVE BOXES.

**1 IRRIGATION PIPE TRENCH** NO SCALE

**SHEET NO.**  
**LP-3**

REGISTERED LANDSCAPE ARCHITECT  
C. L. BRYAN  
1950  
STATE OF TEXAS

11/25/2024

LANDSCAPE DETAILS  
WALMART SUPERCENTER #284  
960 N. WALNUT CREEK DRIVE  
MANSFIELD, TX 76063

REV-0  
DATE: 11/25/24  
DESIGNER: JIM  
DRAWN BY: PM  
CHECKED BY: AP  
DATE: 11/25/24

1101 Central Expressway  
South,  
Suite 215  
Allen, TX 75013  
Ph. 214-491-1830  
John Mecasas, PE  
CIVIL ENGINEER

**JM CIVIL**

**MURPHY OIL USA, INC.**  
200 PEACH STREET  
P.O. BOX 7000  
EL DORADO, AR 71730-7000

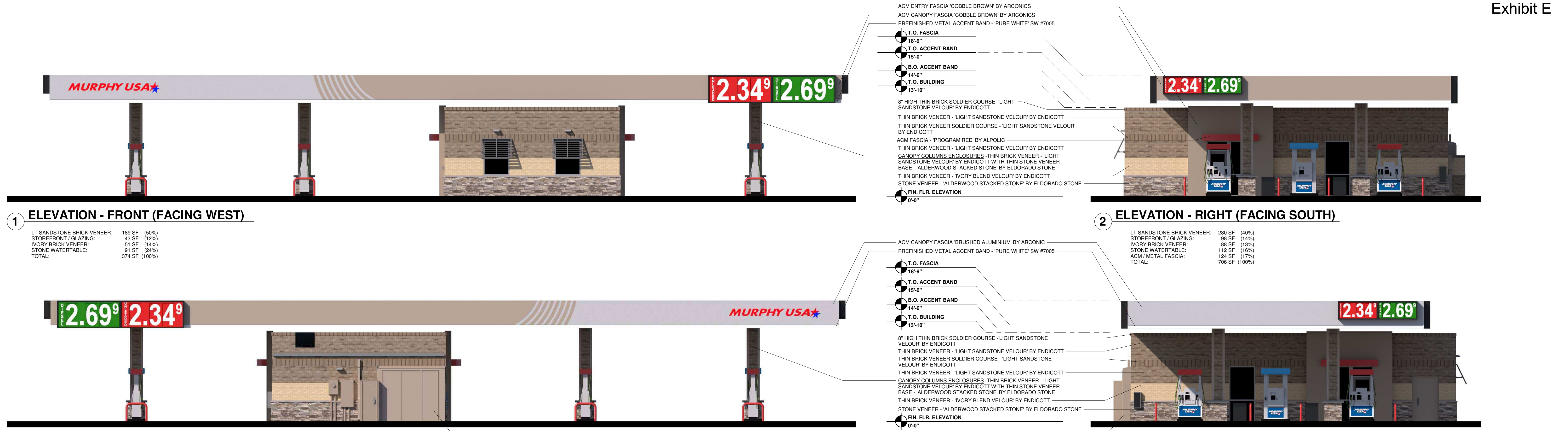
**MURPHY USA**

SUP #24-003









**1 ELEVATION - FRONT (FACING WEST)**

LT SANDSTONE BRICK VENEER:	189 SF	(50%)
STOREFRONT / GLAZING:	43 SF	(12%)
IVORY BRICK VENEER:	51 SF	(14%)
STONE WATERTABLE:	91 SF	(24%)
TOTAL:	374 SF	(100%)

**2 ELEVATION - RIGHT (FACING SOUTH)**

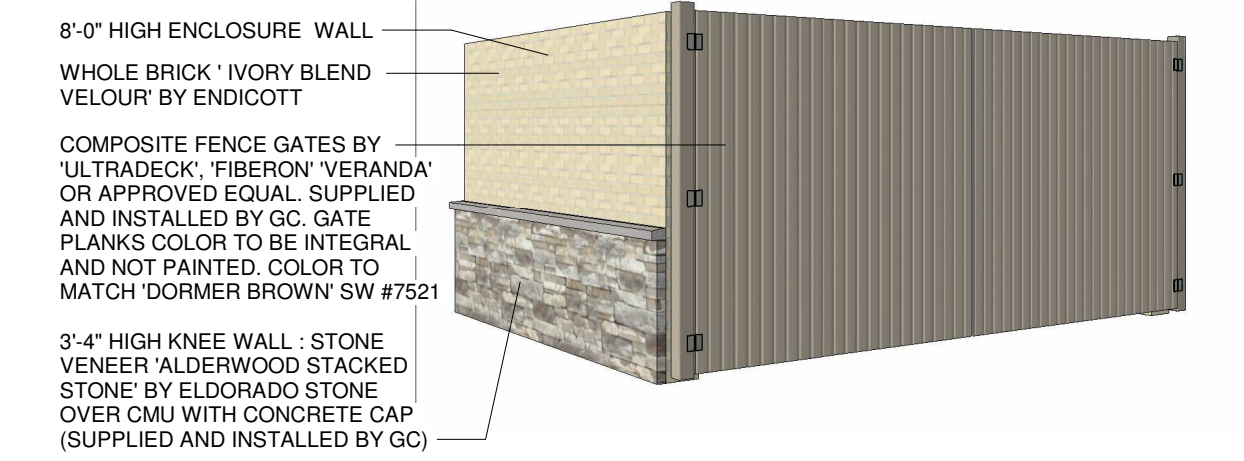
LT SANDSTONE BRICK VENEER:	280 SF	(40%)
STOREFRONT / GLAZING:	98 SF	(14%)
IVORY BRICK VENEER:	88 SF	(13%)
STONE WATERTABLE:	112 SF	(16%)
ACM / METAL FASCIA:	124 SF	(17%)
TOTAL:	706 SF	(100%)

**3 ELEVATION - REAR (FACING EAST)**

LT SANDSTONE BRICK VENEER:	211 SF	(56%)
IVORY BRICK VENEER:	72 SF	(20%)
STONE WATERTABLE:	91 SF	(24%)
TOTAL:	374 SF	(100%)

**4 ELEVATION - LEFT (FACING NORTH)**

LT SANDSTONE BRICK VENEER:	280 SF	(40%)
STOREFRONT / GLAZING:	98 SF	(14%)
IVORY BRICK VENEER:	88 SF	(13%)
STONE WATERTABLE:	112 SF	(16%)
ACM / METAL FASCIA:	124 SF	(17%)
TOTAL:	706 SF	(100%)



**SIGNAGE COLOR CHART**

CANOPY - ROUTED SIGNS FURNISHED AND INSTALLED BY FMS

MURPHY USA	BLUE	EASTMAN BLUE, PANTONE 287 BLUE, 3M 3630-87 ROYAL BLUE
STAR LOGO	RED	PROGRAM RED, PANTONE 485 RED, 3M 3630-43 RED
	WHITE	EASTMAN WHITE

CANOPY - PRICE SIGNS FURNISHED AND INSTALLED BY THE SIGN VENDOR

UNLEADED	RED	3M 3632-73
	WHITE	3M 3632-20
DIESEL	GREEN	3M 3632-26
	WHITE	3M 3632-20
ETHANOL FREE	BLUE	3M 3632-157
	WHITE	3M 3632-20

MONUMENT - PRICE SIGNS FURNISHED AND INSTALLED BY THE SIGN VENDOR

MURPHY USA	BLUE	3M 3632-157
	RED	3M 3632-43
STAR LOGO	SILVER	3M 3630-121
	CABINET	BLACK
UNLEADED	RED	3M 3632-73
	WHITE	3M 3632-20
DIESEL	GREEN	3M 3632-26
	WHITE	3M 3632-20
ETHANOL FREE	BLUE	3M 3632-157
	WHITE	3M 3632-20

