



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, June 5, 2023

3:00 PM

Council Chambers

REGULAR MEETING

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

2. **WORK SESSION**

Discussion Regarding Trash Service Options

Discussion Regarding Provisions of Proposed Portable on Demand Storage Ordinance

Discussion Regarding the Fiscal Year 2024 Budget

Discussion Regarding the June 5, 2023 Consent Agenda Items

3. **RECESS INTO EXECUTIVE SESSION**

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

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

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

Seek Advice of City Attorney Regarding Prescriptive Easement Rights

Seek Advice of City Attorney Regarding the Condemnation Process

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

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

Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Economic Development Project #22-23

Economic Development Project #23-06

4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION****6. INVOCATION****7. PLEDGE OF ALLEGIANCE****8. TEXAS PLEDGE**

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

9. RECOGNITION

President's Volunteer Service Award to Mansfield Residents

10. 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.

11. COUNCIL ANNOUNCEMENTS**12. STAFF COMMENTS**

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

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

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

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

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA**[23-5390](#)**

Ordinance - An Ordinance Amending Title XI of the Mansfield Code of Ordinances, Entitled "Business Regulations" by Amending Section 116.03, Entitled "Maintenance" of Subchapter "Donation Box Permits"; Updating the Section Numbering for Sections 116.04, 116.05 and 116.06; Amending Section 116.04, Entitled "Revocation of Permit"; Providing for the Repeal of all Ordinances in Conflict; Providing a Severability Clause; Providing of Fine Not to Exceed the Sum of Five Hundred (\$500.00) Dollars for Each Offense; and Providing an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Ordinance](#)

[Redline](#)

[23-5387](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Consulting Services Contract Between the City of Mansfield, TX and Plante & Moran, PLLC, in an Amount Not to Exceed \$73,980.00; Authorizing the City Manager or His 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 (General Fund)

Presenters: Latifia Coleman

Attachments: [Resolution](#)

[Implementation Services Proposal](#)

[Consultant Services Contract](#)

- [23-5392](#) Resolution – A Resolution Authorizing a Change Order and Providing Additional Funds for the Lone Star 30-Inch Water Line with Blue Star Utilities, LLC for an Amount Not to Exceed \$84,637.11 (Utility Fund)

Presenters: Raymond Coffman

Attachments: [Resolution](#)

[Change Order Breakdown](#)

[Map](#)

- [23-5384](#) Minutes - Approval of the May 22, 2023 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [5-22-23 DRAFT Minutes](#)

END OF CONSENT AGENDA

15. NEW BUSINESS

- [23-5383](#) Discussion and Possible Action Regarding Chapter 155.092 Landscaping and Screening Standards (L)

Presenters: Larry Broseh, Todd Tonore, Tamera Bounds and Brent Newsom

- [23-5395](#) Discussion and Possible Action on a Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Appropriation and Allocation of American Rescue Plan Act Funds and Approving a Memorandum of Understanding with the Tarrant Area Food Bank

Presenters: Troy Lestina

Attachments: [Resolution](#)

[Memorandum of Understanding](#)

16. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 5, 2023 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, June 1, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

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



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5390

Agenda Date: 6/5/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance Amending Title XI of the Mansfield Code of Ordinances, Entitled "Business Regulations" by Amending Section 116.03, Entitled "Maintenance" of Subchapter "Donation Box Permits"; Updating the Section Numbering for Sections 116.04, 116.05 and 116.06; Amending Section 116.04, Entitled "Revocation of Permit"; Providing for the Repeal of all Ordinances in Conflict; Providing a Severability Clause; Providing of Fine Not to Exceed the Sum of Five Hundred (\$500.00) Dollars for Each Offense; and Providing an Effective Date

Requested Action

Approval of Proposed Ordinance.

Recommendation

Approval of Proposed Ordinance.

Description/History

On May 9, 2022, the City of Mansfield adopted OR-2258-22 creating a new Chapter 116 in the Code of Ordinances. Chapter 116 established a donation box permit, maintenance regulations, and a process for approving, denying, or revoking such permits. This ordinance was adopted in conjunction with OR-2256-22, an amendment to Chapter 155, "Zoning," establishing provisions regarding the placement and minimum conditions for donation boxes.

Justification

The proposed ordinance revisions allow for improvement of the definition of permit revocation and impoundment terms, providing the designation of certain violations to be classified as a public nuisance, allowing the Department of Regulatory Compliance to implement more efficient enforcement procedures. Additionally, the proposed revisions would correct the section numbering, due to the January 23, 2023 revision including two Section "116.03". The proposed revisions would revise the numbering and ensure all of the section citations throughout the chapter are correct.

Funding Source

N/A

Prepared By

Nicolette Ricciuti,
Director of Regulatory Compliance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI OF THE MANSFIELD, TEXAS CODE OF ORDINANCES, ENTITLED “BUSINESS REGULATIONS” BY AMENDING SECTION 116.03, ENTITLED “MAINTENANCE” OF SUBCHAPTER “DONATION BOX PERMITS”; UPDATING THE SECTION NUMBERING FOR SECTIONS 116.04, 116.05 AND 116.06; AMENDING SECTION 116.04, ENTITLED “REVOCATION OF PERMIT” OF SUBCHAPTER “DONATION BOX PERMITS” OF CHAPTER 116, ENTITLED “DONATION BOX PERMITS AND ENFORCEMENT”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Title XI of the Code of Ordinances of the City of Mansfield to regulate donation boxes as provided herein.

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

SECTION 1.

That Section 116.03, entitled “Maintenance” is hereby amended to read as follows:

§116.03 MAINTENANCE.

(A) Donation boxes and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation box shall keep the real property situated within twenty- five (25) feet of the location of a donation box clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the donation box and the cleanup and removal of any donations left on the property outside of the donation box.

(3). Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

(4) A donation box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation box is subject to revocation of the approval for such donation box.

(B) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Mansfield to authorize or allow any donation box to be placed on or remain on such real property without a valid Donation Box Permit in compliance with the provisions of this Subsection.

(C) A violation of any of the provisions of this Section 116.03(A) or (B) shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances, or the laws of the State of Texas

SECTION 2.

That the existing numerical values for Sections 116.04, 116.05 and 116.06 are hereby repealed and replaced as follows:

§ 116.04 REVOCATION OF PERMIT.

§ 116.05 ADMINISTRATIVE APPEALS OF DENIAL OR REVOCATION OF PERMIT.

§ 116.06 APPEALS OF ADMINISTRATOR DECISION.

SECTION 3.

That Section 116.04, entitled "Revocation of Permit" is hereby amended to read as follows:

§116.04 REVOCATION OF PERMIT.

(A) Any permit issued hereunder may be revoked by the Administrator if the permit holder has (1) received more than one citation for a violation of this Chapter or any other provision of this Code of Ordinances within the preceding 12-month time period or (2) has knowingly made a false material statement in the application or (3) has otherwise become disqualified for the issuance of a permit under the terms of this Chapter.

(B) Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(C) The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The

(D) Administrator shall provide for a hearing on the appeal in accordance with the provisions of this section herein.

(E) Upon finalization of any revocation, the permit holder shall remove said donation box no later than ten (10) days after said final decision. Upon expiration of this 10-day grace period, the donation box shall acquire noncompliant status and be subject to immediate impoundment without further notice. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(F) In the event the permit of any permit holder is revoked by the Administrator, no second or additional permit shall be issued to such person within one (1) year of the date such permit was revoked.

(G) Donation boxes that have been placed without a permit are subject to the same impoundment regulations set forth herein Section 116.04(D), after a notice of violation has been issued and the 10- day compliance period has expired.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY
COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 5TH DAY OF JUNE, 2023.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI OF THE MANSFIELD, TEXAS CODE OF ORDINANCES, ENTITLED “BUSINESS REGULATIONS” BY AMENDING SECTION 116.03, ENTITLED “MAINTENANCE” OF SUBCHAPTER “DONATION BOX PERMITS”; UPDATING THE SECTION NUMBERING FOR SECTIONS 116.04, 116.05, AND 116.06; AMENDING SECTION 116.04, ENTITLED “REVOCATION OF PERMIT” OF SUBCHAPTER “DONATION BOX PERMITS” OF CHAPTER 116, ENTITLED “DONATION BOX PERMITS AND ENFORCEMENT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Mansfield to amend Title XI of the Code of Ordinances of the City of Mansfield to regulate donation boxes as provided herein;

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

SECTION 1.

That Section 116.03, entitled “Maintenance” is hereby amended to read as follows:

§ 116.03 MAINTENANCE.

(A) Donation boxes and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation box shall keep the real property situated within twenty-five (25) feet of the location of a donation box clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the donation box and the cleanup and removal of any donations left on the property outside of the donation box.

(3) ~~A violation of this Subsection shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances or the laws~~

~~of the State of Texas.~~

~~(4)~~ Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

~~(45)~~ A donation box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation box is subject to revocation of the approval for such donation box.

(B) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Mansfield to authorize or allow any donation box to be placed on or remain on such real property without a valid Donation Box Permit in compliance with the provisions of this Subsection. ~~A violation of this Subsection shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances or the laws of the State of Texas.~~

~~(C) A violation of any of the provisions of this Section 116.03(A) or (B) shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Subsection, the Code of Ordinances, or the laws of the State of Texas~~

SECTION 2.

That the existing numerical values for Sections 116.04, 116.05 and 116.06 are hereby repealed and replaced as follows:

§ 116.034 REVOCATION OF PERMIT.

§ 116.045 ADMINISTRATIVE APPEALS OF DENIAL OR REVOCATION OF PERMIT.

§ 116.056 APPEALS OF ADMINISTRATOR DECISION.

SECTION 3.

That Section 116.04, entitled "Revocation of Permit" is hereby amended to read as follows:

§ 116.034 REVOCATION OF PERMIT.

(A) Any permit issued hereunder may be revoked by the Administrator if the permit holder has (1) received more than one citation for a violation of this Chapter or any other provision of this Code of Ordinances within the preceding 12-month time period or (2) has knowingly made a false material statement in the application or (3) has otherwise become disqualified for the issuance of a

permit under the terms of this Chapter.

(B) Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(C) The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Section herein.

(D) Upon finalization of any revocation, the permit holder shall remove said donation box no later than ten (10) days after said final decision. Upon expiration of this 10-day grace period, the donation box shall acquire noncompliant status and be subject to immediate impoundment without further notice. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(E) In the event the permit of any permit holder is revoked by the Administrator, no second or additional permit shall be issued to such person within one (1) year of the date such permit was revoked.

(F) Donation boxes that have been placed without a permit are subject to the same impoundment regulations set forth herein Section 116.034(D), after a notice of violation has been issued and the 10- day compliance period has expired.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

Any person, firm or corporation violating any of the provisions of this ordinance or the Zoning Ordinance, as amended hereby, shall be deemed guilty of a misdemeanor and, upon

conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7.

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

DULY PASSED on the first and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Bradley Anderle, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5387

Agenda Date: 6/5/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Consulting Services Contract Between the City of Mansfield, TX and Plante & Moran, PLLC, in an Amount Not to Exceed \$73,980.00; Authorizing the City Manager or His 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 (General Fund)

Requested Action

Approve the resolution approving a professional services agreement between the City of Mansfield and Plante & Moran, PLLC. for technical assistance related to implementing Tyler Munis financial management software.

Recommendation

Staff recommends the approval of this Resolution.

Description/History

In June 2021, resulting from a rigorous RFP process the City selected Tyler Technologies (Munis) as its ERP software solution. The contract for the new ERP system was authorized by the City Council on February 14, 2022, and implementation began March 25, 2022. The new software replaced a 20-year legacy system which encompassed several functional areas critical to the administration of City activities such as accounting, purchasing, cash management, revenue collections and asset management. The City went live in December of 2022 with the implementation of the core software functions. Due to the complexity and sophistication of the software, the City wishes to contract with Plante & Moran, PLLC to assist with the remaining portion of the project implementation which includes the enhanced reporting and analytical functionality of the software. The cost for services are not to exceed \$73,980.00.

Justification

Approving this agreement will provide the City with technical assistance to maximize the functionality of the new ERP Software.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund

Prepared By

Latifia Coleman, Director of Finance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND PLANTE & MORAN, PLLC, IN AN AMOUNT NOT TO EXCEED \$73,980.00; AUTHORIZING THE CITY MANAGER OR HIS 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 (GENERAL FUND)

WHEREAS, the City of Mansfield (City) entered into a contract with Tyler Technologies in February of 2022 after selecting MUNIS as its ERP software solution with implementation beginning in March of 2022; and,

WHEREAS, due to the complexity and sophistication of the software, the City wishes to engage Plante & Moran, PLLC to assist with the remaining portions of the project implementation; and,

WHEREAS, a proposal in an amount not to exceed Seventy-Three Thousand Nine Hundred Eighty dollars (73,980.00), inclusive of travel reimbursements, was received by the City for the services requested; and,

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

WHEREAS, it is recognized that it is in the best interest of the citizens of the City that the consulting services begin at the earliest possible date to ensure prompt delivery and optimization of the current software.

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 Consulting Services Contract with Plante & Moran, PLLC, for assistance with finalizing the implementation of Tyler Munis, is hereby approved.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 5TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



MAY 24, 2023

CITY OF MANSFIELD, TX
Software Optimization Services
Proposal

Latifia Coleman
 City of Mansfield
 1200 E. Broad St.
 Mansfield, TX 76063

Dear Latifia,

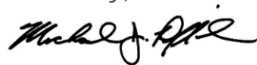
Thank you for the opportunity to submit our proposal for implementation assistance services to the City of Mansfield ("City"). We understand that the City is process of implementing Tyler Munis and is seeking a partner to provide implementation assistance services for the remainder of their implementation project. Plante Moran's government consulting team offers extensive experience providing implementation assistance for similar government organizations implementing Tyler Technologies software including Munis ERP.

- **Recent Texas client experience with Tyler Munis implementations.** Recent experience assisting clients with Tyler Munis implementations including City of Pflugerville TX and Town of Little Elm, TX. Experience assisting Town of Little Elm with replacing their **legacy STW solution**.
- **Our one firm philosophy** is a unifying structure that prioritizes client service over maximizing profits, allowing you to receive the expertise you need regardless of location.
- Plante Moran has cultivated a unique ability to serve governmental organizations. We have provided **more than 65 years of service in the government sector and have more than 200 professional staff in our public sector consulting practice**.
- **Plante has developed a proven methodology and approach based on over 30 years of enterprise system experience with governmental clients.** We bring a breadth and depth of experiences facilitating current state assessments for our clients enabling them to effectively optimize core business processes, staff expertise, and systems integration.
- **Our credentialed project team** possess expertise tailored to fulfill the in-scope areas of your **Tyler Munis implementation including Utility Billing and Financials**. Our team blends the technology and local municipality operations knowledge with seasoned management consultants to work on this project. Our team includes **certified project management and change management professionals** that focus on ERP implementations for government.

***Plante Moran Difference: Tyler Implementation Experts.** We have assisted over 35 clients in the last decade with their Tyler implementation projects. Our team understands the nuances of the Tyler environment and has documented valuable lessons learned to inform the City's implementation project.*

Our proposal further describes our qualifications, proposed engagement team, and fee summary.

Sincerely,



Mike Riffel, Engagement Partner

Project Scope

Project Objectives

The scope of the review would include all items listed on the City's latest software contract from Tyler Technologies. The following key objectives are desired by the City, as this work effort is being considered:

- Determine which modules are licensed by the City. For these modules, determine which have not been implemented by the City or are partially complete in their implementation and what key items are needed for completion.
- Meet with City departments, review their processes and determine if the solution is meeting their needs.
- Evaluate if City staff are fully utilizing the modules that have been implemented.
- Identify key issues that the staff are experiencing and recommend potential solutions, which may result in process changes and/or additional training.
- Review the City's annual maintenance and support contract and recommend if any modules should be removed/added.
- Develop an Implementation Optimization Plan with recommendations the City can consider to better utilize the current ERP solution.

Project Work Plan

In order to meet the City's objectives, we anticipate utilizing the following key work plan tasks:

- Develop a SharePoint site for collaborating and storing and managing project documents.
- Supply the City with an "Items to Collect" list. Review collected documents before meeting with the City staff.
- Work with City's Project Manager/Sponsor to identify a Project Steering Committee/governance structure. We assume the City's team will include key City stakeholders to represent the departments who will assist with project activities. During this activity we will also identify members of a smaller Project Management Office (PMO) which will be responsible for working with our team to coordinate the project.
- Work with the City's PMO to develop a timeline for the project activities, to align with the City's needs and other resource commitments and document this in a Microsoft Project Plan.
- Work with the City's PMO to develop a high-level draft Project Charter and finalize it with the Project Steering Committee. The Project Charter will assist with communicating project objectives and aligning the City's staff expectations.
- See the sample project charter below:

ERP NEEDS ASSESSMENT AND SELECTION PROJECT PROJECT CHARTER	
Sample Client	
MISSION STATEMENT	
The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of Government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.	
PROJECT OVERVIEW	
The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long-term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.	
PROJECT OBJECTIVES	
<ol style="list-style-type: none"> 1. Identify challenges including people, process and technology with current Client business processes in-scope 2. Identify opportunities for process improvements without and with new technology 3. Identify system needs for a new systems environment 	
BUSINESS DRIVERS	
<ol style="list-style-type: none"> 1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.) 2. Increase the ease of reporting on the Client's data 3. Enhance internal controls and provide segregation of duties 	
PROJECT INFLUENCES	
<ol style="list-style-type: none"> 1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations 2. Inertia/resistance to change 3. Resource availability - budgetary challenges, staff shortages, tools and training 4. Legal or regulatory constraints 	

PROJECT ORGANIZATIONAL STRUCTURE		
The following table identifies the project roles, typical staff type, responsibilities and estimated level of effort for activities conducted during the ERP Selection & Procurement Phase of the project.		
Role	Responsibility	Client Staff
Project Sponsor(s)	<ul style="list-style-type: none"> • Maintain the project vision • Act as the project champion • Energize the project leadership and teams • Be visibly committed to the project • Provide a strategic perspective when defining the needs for a future ERP and associated processes 	Sample – Staff will be identified in actual charter
	<ul style="list-style-type: none"> • Remove project roadblocks • Secure alignment across departments • Coach the project leadership 	
	<ul style="list-style-type: none"> • Steer the Project Managers • Address issues presented by the Project Manager • Clear roadblocks that jeopardize project success • Create the conditions to make the Project Managers successful in their role 	
Project Steering Committee	<ul style="list-style-type: none"> • Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project • Review and make decisions on project change orders • Review and approve significant project recommendations (e.g., recommended vendor solution) • Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants) • Conduct scoring of finalist vendor solutions • Recommend preferred vendor solution 	Sample – Staff will be identified in actual charter
	<ul style="list-style-type: none"> • Develop proposed vendor selection criteria and weightings • Review and approve release of the ERP RFP documents • Review and provide feedback on vendor proposals • Participate in vendor proposal analysis meeting to determine and recommend finalist vendors 	
Project Selection Committee		Sample – Staff will be identified in actual charter

- Perform virtual project status meetings with the PMO members periodically to discuss status updates and coordinate project activities. An agenda will be supplied for all meetings.
- Before our interviews, we will send the City a questionnaire for each area to complete. This will allow us to focus our interviews to better understand current processes and systems being used.
- Perform a kickoff meeting with the key project stakeholders, before the first interview.
- Perform virtual interviews (up to 4 days) with key City stakeholders. The purpose of the interviews will be to clarify any outstanding questions from the documents reviewed, as well as discussing major strengths and shortcomings of the system while reviewing processes and/or other concerns. We anticipate these will be a mix of process-owner focused (e.g. Accounts Receivable process owners) as well as departmental interviews with City departments.
- Develop and maintain a monthly Status Report to document a high-level summary of each area which includes:
 - Modules and interfaces based on each area (Financial, HR/Payroll, etc.)
 - Status of each module
 - Significant risks by area
 - Significant issues by area
 - Major tasks completed by area
 - Key outstanding items by area
 - Others items as needed

See sample below:

City of Sample MUNIS Implementation Project Status Report

Period Through MM/DD/YY



Key Project Contacts

City of Sample Project Team

Project Management Team/ Sponsor
Project Management Team/Sponsor
Project Management Team
Project Management Team

Senior Account Executive
Account Representative
WO/Fleet/Inventory Project Manager
WO/Fleet/Inventory Consultant
Finance Project Manager
CAFR & SSRS Project Manager

Plante Moran Project Team

Project Director
Project Manager
Project Consultant

Project Dashboard

Financial Phase	Status	Work Order/Fleet/Inventory Phase	Status	HR Phase	Status
CAFR Statement Builder	▼	Work Orders	●	Employee Self-Service	▼
Grants & Project Accounting	●	Fleet	●		
Treasury Mgmt	▼	Inventory	●		
Employee Expense	●	Fuel Master Interface	●		
SSRS	▼	311 System (now TIM)	●		

- Fully Implemented
- ▼ Currently working to complete implementation
- Decided not to implement

Financial Phase

Tasks Completed

- Went onsite February 23-25 and met with the Finance team members to discuss the status of the financial modules in scope
- Documented issues and action items
- Had multiple meetings with Tyler Project Managers and the City
- Coordinated training that was needed and upgrades
- Treasury Management – Bank Reconciliation**
 - Received file layouts from Tyler for JP Morgan so that the Bank Reconciliation Process can be automated
 - City sent the file layouts to the Bank

- Maintain a list of issues and action items that the City can continue to use after the engagement is completed. A sample of this working document is below:

Core Financials								
#	Process Area	Issue	Opportunity / Recommendation	Category	Timing	Priority	Assigned To	Status
1	Bank Reconciliation	Manual processes currently exist to post investment and other transactions that take place through the financial institution (e.g., wire transfers), because an automated interface is not setup with the financial institution.	Using bank reconciliation functionality in an ERP system can automate many steps for posting financial institution transactions and preparing bank reconciliations. Consider purchasing bank reconciliation functionality offered by ERP system vendors and ensuring that transactions are automated with the ERP system.	Process / Technology	Selection	H	John Smith	Open
2	Budgeting	The activity and fee information available within HTE is not useful for determining the impact of changes to fees. As a result, budget analyses are performed in Excel. Further, the City may need to review its cash receipting codes to ensure that staff do not have access to codes that should be inactivated, for example.	A newer ERP system may have easier access to activity levels and functionality for what-if analyses related to changes in fees. The City can determine the cash receipting codes that it needs, in order to best utilize financial analysis tools. Evaluate ERP system functionality for what-if analyses related to fees, and determine those cash receipting codes that are needed going forward.	Process / Technology	Selection	M	Mary Kay	Open
3	Cash Receipting	The City's process for its System Development Charges is manual. For these charges, amounts collected are owed to developers, based on geographic areas that are tracked within GIS.	Automating the process for System Development Charges can enable staff to focus on other City processes. Determine ERP systems' capabilities for automating the City's System Development Charges.	Process / Technology	Selection	L	John Smith	Open
4	Purchasing	The current system does not provide functionality to prevent potential duplicate vendors at creation or wildcard search abilities to find vendors.	New ERP systems provide improved functionality supporting the management of the City's vendor file. Identify a system during the selection process that provides robust tools to manage the vendor file.	Technology	Selection	H	Mary Kay	Open

- Work with City staff to interact with the correct Tyler contacts, as appropriate.
- Work with the City's Tyler Technologies Account Manager, as well as senior Tyler staff as necessary, to improve customer interaction.
- Develop a Draft Implementation Optimization Plan with recommendations for the City to consider for improving their ERP experience. The plan will include:
 - Executive summary
 - Current state findings (key findings and key issues and opportunities)
 - Recommendation for moving forward
 - Appendices
 - Training Plan
 - Support Escalation Process
 - Tyler quotes for services recommended
 - Others as needed

Facilitate a meeting with Project Sponsor/Manager and/or Project Steering Committee to review and finalize the Implementation Optimization Plan.

Fee Schedule

No	Task	Cost
1	Project Planning and Management Activities	\$13,630
2	Assessment Activities	\$31,900
3	Deliverables from Assessment	\$24,650
4	Travel Expense	As Incurred
Total cost		NTE \$70,180 + travel costs

The fee schedule summary above is subject to the Fee Assumptions below.

Fee assumptions

Plante Moran's fees for the engagement described in the project approach section are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the City.

Project Resources and Governance

1. The professional services fees are predicated on the division of roles and responsibilities between the City and Plante Moran staff.
2. Client executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
3. Project risks are immediately documented with proactive mitigation strategies.
4. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
5. The City staff are available for interviews as scheduled by Plante Moran and the City's project manager.
6. Project status meetings will be conducted remotely bi-weekly with the City's project manager.
7. Project decisions will be made by the City in a timely manner so as not to delay the adopted, project plan and schedule.

Project Plan and Schedule

8. Project activities will be initiated within 60 days of the date of this proposal.
9. Four days will be allocated to the kickoff and stakeholder interviews.
10. The current processes will be discussed and reviewed to determine if the solution is meeting the City's needs, but the current workplan does not have mapping the current and/or future processes included in the cost proposal. This would be additional, if desired.
11. All project activities will progress according to the final accepted, project plan and schedule, unless both parties mutually approve changes.

Service Delivery

12. There will be a single draft-to-final process for each deliverable.
13. The City will have ten working days or other number of days as mutually agreed upon in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
14. The fees are a Not To Exceed (NTE) amount, and will be billed as incurred. We anticipate billing the City on a monthly basis for services rendered in the prior month. Hours identified according to the activities listed can be reallocated to different phases to meet the needs of the project in consultation with Plante Moran to provide greater flexibility at the City's option.
15. Plante Moran can deliver all services for all engagement phases in a combination of onsite and remote work. Plante Moran will work with the City on which tasks they desire to have onsite. Should any travel be agreed upon by Plante Moran' and the City project managers, travel fees and expenses will be invoiced to the City based on actual cost without markup. These additional travel costs will be over and above the fees/amounts listed in our professional services fee proposal.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

This Consultant 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 **Plante & Moran, PLLC**, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF CONSULTANT**

For and in consideration of the covenants herein contained, CONSULTANT hereby agrees to perform consulting services in connection with the project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national consulting standards. CONSULTANT shall provide Tyler Munis Implementation consulting services, as further described in Exhibit "A", for 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 CONSULTANT under the terms of this Contract, CITY shall pay CONSULTANT for services actually performed, a fee, not to exceed Seventy Thousand One Hundred Eighty and 00/100 (\$70,180.00) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit "A", if applicable. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT 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 CONSULTANT 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**

CONSULTANT, 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. CONSULTANT 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. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract, and CITY may look solely to CONSULTANT 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. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT 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. CONSULTANT 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 CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete plans, specifications, inspections, tests, or other services not specified 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. CONSULTANT 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 services associated with Project as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS**

CITY reserves the right to direct substantial revisions of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay CONSULTANT equitable compensation for services rendered for the making of any such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the Contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT 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 CONSULTANT's error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

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

ARTICLE VI.
CONSULTANT'S COORDINATION WITH OWNER

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

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, CONSULTANT shall immediately discontinue all services and CONSULTANT shall immediately cease all work and labor being performed in connection with this Contract and shall proceed to cancel promptly any existing contracts for labor, materials, assistance, or supplies insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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. CONSULTANT 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. CONSULTANT shall be liable for any additional cost to complete the project as a result of CONSULTANT's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

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

ARTICLE IX. **INSURANCE**

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONSULTANT 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 CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$100,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$250,000 per occurrence.
- B. Each insurance policy to be furnished by CONSULTANT 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 CONSULTANT, 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 CONSULTANT. 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. CONSULTANT agrees to the following:
1. CONSULTANT 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 CONSULTANT 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 CONSULTANT;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT 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 CONSULTANT from liability;
 4. No special payments shall be made for any insurance that CONSULTANT 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. CONSULTANT 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 CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to CONSULTANT 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 CONSULTANT, 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, CONSULTANT 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, if applicable, CONSULTANT 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, if applicable, the CONSULTANT 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

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT 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 CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such CONSULTANT or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all CONSULTANT 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 CONSULTANT 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 CONSULTANT) 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 CONSULTANT 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 CONSULTANT.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and CONSULTANT 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 CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
CONSULTANT'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants 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 defect in the documents and work; nor shall such acceptance be deemed an

assumption of responsibility or liability by CITY for any defect in the documents prepared by said CONSULTANT, its employees, subcontractors, agents and consultants.

ARTICLE XVII. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of CONSULTANT, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and unless otherwise prohibited by Texas Local Government Code §271.094, CONSULTANT agrees to defend at its own expense any suits or other proceedings brought against the City or its officers, agents, or employees resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors that may arise out of or be occasioned by CITY's breach of any of the terms or provisions of this Contract, and in the event of joint and concurrent negligence of both CONSULTANT 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

CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT 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 CONSULTANTS; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and CONSULTANTS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT hereunder, CONSULTANT 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

CONSULTANT 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. CONSULTANT 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 CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT'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: Latifia Coleman, Director of Finance
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4265

If intended for CONSULTANT, to:

Plante & Moran, PLLC
Attn: Mike Riffell, Engagement Partner
10 South Riverside Plaza, 9th Floor
Chicago, Illinois 60606
(312) 207-1040

ARTICLE XXXI.
PRIVATE LAND ENTRY

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

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by CONSULTANT, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Name: _____
Title: _____

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Bradley A. Anderle, City Attorney

“CONSULTANT”
Plante & Moran, PLLC

By: _____
Name: _____
Title: _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

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

Notary Public in and for the State of Texas

CONSULTANT

STATE OF TEXAS §

COUNTY OF _____ §

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

Notary Public in and for the State of _____

Project Scope

Project Objectives

The scope of the review would include all items listed on the City's latest software contract from Tyler Technologies. The following key objectives are desired by the City, as this work effort is being considered:

- Determine which modules are licensed by the City. For these modules, determine which have not been implemented by the City or are partially complete in their implementation and what key items are needed for completion.
- Meet with City departments, review their processes and determine if the solution is meeting their needs.
- Evaluate if City staff are fully utilizing the modules that have been implemented.
- Identify key issues that the staff are experiencing and recommend potential solutions, which may result in process changes and/or additional training.
- Review the City's annual maintenance and support contract and recommend if any modules should be removed/added.
- Develop an Implementation Optimization Plan with recommendations the City can consider to better utilize the current ERP solution.

Project Work Plan

In order to meet the City's objectives, we anticipate utilizing the following key work plan tasks:

- Develop a SharePoint site for collaborating and storing and managing project documents.
- Supply the City with an "Items to Collect" list. Review collected documents before meeting with the City staff.
- Work with City's Project Manager/Sponsor to identify a Project Steering Committee/governance structure. We assume the City's team will include key City stakeholders to represent the departments who will assist with project activities. During this activity we will also identify members of a smaller Project Management Office (PMO) which will be responsible for working with our team to coordinate the project.
- Work with the City's PMO to develop a timeline for the project activities, to align with the City's needs and other resource commitments and document this in a Microsoft Project Plan.
- Work with the City's PMO to develop a high-level draft Project Charter and finalize it with the Project Steering Committee. The Project Charter will assist with communicating project objectives and aligning the City's staff expectations.
- See the sample project charter below:

ERP NEEDS ASSESSMENT AND SELECTION PROJECT PROJECT CHARTER	
Sample Client	
MISSION STATEMENT	
The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of Government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.	
PROJECT OVERVIEW	
The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long-term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.	
PROJECT OBJECTIVES	
<ol style="list-style-type: none"> 1. Identify challenges including people, process and technology with current Client business processes in-scope 2. Identify opportunities for process improvements without and with new technology 3. Identify system needs for a new systems environment 	
BUSINESS DRIVERS	
<ol style="list-style-type: none"> 1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.) 2. Increase the ease of reporting on the Client's data 3. Enhance internal controls and provide segregation of duties 	
PROJECT INFLUENCES	
<ol style="list-style-type: none"> 1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations 2. Inertia/resistance to change 3. Resource availability - budgetary challenges, staff shortages, tools and training 4. Legal or regulatory constraints 	

PROJECT ORGANIZATIONAL STRUCTURE		
The following table identifies the project roles, typical staff type, responsibilities and estimated level of effort for activities conducted during the ERP Selection & Procurement Phase of the project.		
Role	Responsibility	Client Staff
Project Sponsor(s)	<ul style="list-style-type: none"> • Maintain the project vision • Act as the project champion • Energize the project leadership and teams • Be visibly committed to the project • Provide a strategic perspective when defining the needs for a future ERP and associated processes 	Sample – Staff will be identified in actual charter
	<ul style="list-style-type: none"> • Remove project roadblocks • Secure alignment across departments • Coach the project leadership 	
Project Steering Committee	<ul style="list-style-type: none"> • Steer the Project Managers • Address issues presented by the Project Manager • Clear roadblocks that jeopardize project success • Create the conditions to make the Project Managers successful in their role 	Sample – Staff will be identified in actual charter
	<ul style="list-style-type: none"> • Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project • Review and make decisions on project change orders • Review and approve significant project recommendations (e.g., recommended vendor solution) • Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants) • Conduct scoring of finalist vendor solutions • Recommend preferred vendor solution 	
Project Selection Committee	<ul style="list-style-type: none"> • Develop proposed vendor selection criteria and weightings • Review and approve release of the ERP RFP documents • Review and provide feedback on vendor proposals • Participate in vendor proposal analysis meeting to determine and recommend finalist vendors 	Sample – Staff will be identified in actual charter

- Perform virtual project status meetings with the PMO members periodically to discuss status updates and coordinate project activities. An agenda will be supplied for all meetings.
- Before our interviews, we will send the City a questionnaire for each area to complete. This will allow us to focus our interviews to better understand current processes and systems being used.
- Perform a kickoff meeting with the key project stakeholders, before the first interview.
- Perform virtual interviews (up to 4 days) with key City stakeholders. The purpose of the interviews will be to clarify any outstanding questions from the documents reviewed, as well as discussing major strengths and shortcomings of the system while reviewing processes and/or other concerns. We anticipate these will be a mix of process-owner focused (e.g. Accounts Receivable process owners) as well as departmental interviews with City departments.
- Develop and maintain a monthly Status Report to document a high-level summary of each area which includes:
 - Modules and interfaces based on each area (Financial, HR/Payroll, etc.)
 - Status of each module
 - Significant risks by area
 - Significant issues by area
 - Major tasks completed by area
 - Key outstanding items by area
 - Others items as needed

See sample below:

City of Sample MUNIS Implementation Project Status Report

Period Through MM/DD/YY



Key Project Contacts

City of Sample Project Team

Project Management Team/ Sponsor
Project Management Team/Sponsor
Project Management Team
Project Management Team

Senior Account Executive
Account Representative
WO/Fleet/Inventory Project Manager
WO/Fleet/Inventory Consultant
Finance Project Manager
CAFR & SSRS Project Manager

Plante Moran Project Team

Project Director
Project Manager
Project Consultant

Project Dashboard

Financial Phase	Status	Work Order/Fleet/Inventory Phase	Status	HR Phase	Status
CAFR Statement Builder	▼	Work Orders	●	Employee Self-Service	▼
Grants & Project Accounting	●	Fleet	●		
Treasury Mgmt	▼	Inventory	●		
Employee Expense	●	Fuel Master Interface	●		
SSRS	▼	311 System (now TIM)	●		

- Fully Implemented
- ▼ Currently working to complete implementation
- Decided not to implement

Financial Phase

Tasks Completed

- Went onsite February 23-25 and met with the Finance team members to discuss the status of the financial modules in scope
- Documented issues and action items
- Had multiple meetings with Tyler Project Managers and the City
- Coordinated training that was needed and upgrades
- Treasury Management – Bank Reconciliation**
 - Received file layouts from Tyler for JP Morgan so that the Bank Reconciliation Process can be automated
 - City sent the file layouts to the Bank

- Maintain a list of issues and action items that the City can continue to use after the engagement is completed. A sample of this working document is below:

Core Financials								
#	Process Area	Issue	Opportunity / Recommendation	Category	Timing	Priority	Assigned To	Status
1	Bank Reconciliation	Manual processes currently exist to post investment and other transactions that take place through the financial institution (e.g., wire transfers), because an automated interface is not setup with the financial institution.	Using bank reconciliation functionality in an ERP system can automate many steps for posting financial institution transactions and preparing bank reconciliations. Consider purchasing bank reconciliation functionality offered by ERP system vendors and ensuring that transactions are automated with the ERP system.	Process / Technology	Selection	H	John Smith	Open
2	Budgeting	The activity and fee information available within HTE is not useful for determining the impact of changes to fees. As a result, budget analyses are performed in Excel. Further, the City may need to review its cash receipting codes to ensure that staff do not have access to codes that should be inactivated, for example.	A newer ERP system may have easier access to activity levels and functionality for what-if analyses related to changes in fees. The City can determine the cash receipting codes that it needs, in order to best utilize financial analysis tools. Evaluate ERP system functionality for what-if analyses related to fees, and determine those cash receipting codes that are needed going forward.	Process / Technology	Selection	M	Mary Kay	Open
3	Cash Receipting	The City's process for its System Development Charges is manual. For these charges, amounts collected are owed to developers, based on geographic areas that are tracked within GIS.	Automating the process for System Development Charges can enable staff to focus on other City processes. Determine ERP systems' capabilities for automating the City's System Development Charges.	Process / Technology	Selection	L	John Smith	Open
4	Purchasing	The current system does not provide functionality to prevent potential duplicate vendors at creation or wildcard search abilities to find vendors.	New ERP systems provide improved functionality supporting the management of the City's vendor file. Identify a system during the selection process that provides robust tools to manage the vendor file.	Technology	Selection	H	Mary Kay	Open

- Work with City staff to interact with the correct Tyler contacts, as appropriate.
- Work with the City's Tyler Technologies Account Manager, as well as senior Tyler staff as necessary, to improve customer interaction.
- Develop a Draft Implementation Optimization Plan with recommendations for the City to consider for improving their ERP experience. The plan will include:
 - Executive summary
 - Current state findings (key findings and key issues and opportunities)
 - Recommendation for moving forward
 - Appendices
 - Training Plan
 - Support Escalation Process
 - Tyler quotes for services recommended
 - Others as needed

Facilitate a meeting with Project Sponsor/Manager and/or Project Steering Committee to review and finalize the Implementation Optimization Plan.

Fee Schedule

No	Task	Cost
1	Project Planning and Management Activities	\$13,630
2	Assessment Activities	\$31,900
3	Deliverables from Assessment	\$24,650
4	Travel Expense	As Incurred
Total cost		NTE \$70,180 + travel costs

The fee schedule summary above is subject to the Fee Assumptions below.

Fee assumptions

Plante Moran's fees for the engagement described in the project approach section are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the City.

Project Resources and Governance

1. The professional services fees are predicated on the division of roles and responsibilities between the City and Plante Moran staff.
2. Client executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
3. Project risks are immediately documented with proactive mitigation strategies.
4. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
5. The City staff are available for interviews as scheduled by Plante Moran and the City's project manager.
6. Project status meetings will be conducted remotely bi-weekly with the City's project manager.
7. Project decisions will be made by the City in a timely manner so as not to delay the adopted, project plan and schedule.

Project Plan and Schedule

8. Project activities will be initiated within 60 days of the date of this proposal.
9. Four days will be allocated to the kickoff and stakeholder interviews.
10. The current processes will be discussed and reviewed to determine if the solution is meeting the City's needs, but the current workplan does not have mapping the current and/or future processes included in the cost proposal. This would be additional, if desired.
11. All project activities will progress according to the final accepted, project plan and schedule, unless both parties mutually approve changes.

Service Delivery

12. There will be a single draft-to-final process for each deliverable.
13. The City will have ten working days or other number of days as mutually agreed upon in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
14. The fees are a Not To Exceed (NTE) amount, and will be billed as incurred. We anticipate billing the City on a monthly basis for services rendered in the prior month. Hours identified according to the activities listed can be reallocated to different phases to meet the needs of the project in consultation with Plante Moran to provide greater flexibility at the City's option.
15. Plante Moran can deliver all services for all engagement phases in a combination of onsite and remote work. Plante Moran will work with the City on which tasks they desire to have onsite. Should any travel be agreed upon by Plante Moran' and the City project managers, travel fees and expenses will be invoiced to the City based on actual cost without markup. These additional travel costs will be over and above the fees/amounts listed in our professional services fee proposal.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5392

Agenda Date: 6/5/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing a Change Order and Providing Additional Funds for the Lone Star 30-Inch Water Line with Blue Star Utilities, LLC for an Amount Not to Exceed \$84,637.11 (Utility Fund)

Requested Action

Consider the Resolution authorizing a Change Order and providing additional funds for the Lone Star 30-Inch Water Line with Blue Star Utilities, LLC for an amount not to exceed \$84,637.11 (Utility Fund)

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

The 30-Inch Water Transmission Main Crossing Highway 287 and Along Lone Star Road was awarded to Blue Star Utilities, LLC on October 10, 2022, for an amount not to exceed \$3,437,620.80. The project includes constructing a 30-inch bar-wrapped concrete cylinder water transmission main across Highway 287 and along Lone Star Road and is a portion of Project 14 as shown in the Water Master Plan. To accommodate a request for increased water service to the city's major wholesale water customer, JCSUD, the project is being incentivized for early completion. A total of 39 calendar days were added to the project due to the fabrication of parts needed to accommodate the 30-inch meter and flow control valve. The maximum incentive will be issued if the project is substantially complete before June 8, 2023, for an amount not to exceed 5% of the contract price. It is anticipated that the project will be substantially complete by June 8th.

Justification

The contract award amount was exceeded due to changes associated with the addition of a 30-inch meter and flow control valve as well as unexpected repairs to irrigation and the addition of outlets at valve locations. See attached Change Order Tabulation for a complete breakdown of all items and their associated costs. These changes represent a sum of \$256,518.15, which is 7.5% of the original contract. The amount includes the 5% contingency of \$171,881.04 previously approved with the Council Award for the project. It also includes an adjustment to the 5% maximum incentive based on the newly revised contract price in the amount of \$12,215.15.

The Director of Engineering Services will be in attendance at the meeting to answer Council's

questions regarding the proposed contract modification and funding. A resolution is attached for Council's consideration.

Funding Source

The funding source will be the Utility Fund.

Prepared By

Trace Hilton, Project Engineer
817-276-4247

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING A CHANGE ORDER AND PROVIDING ADDITIONAL FUNDS FOR THE LONE STAR 30-INCH WATER LINE WITH BLUE STAR UTILITIES, LLC**

WHEREAS, the City of Mansfield has awarded a contract for the Lone Star 30-Inch Water Line to Blue Star Utilities, LLC per Resolution No. 3921-22; and,

WHEREAS, it is necessary to add other needed improvements; and,

WHEREAS, the funding for the additional improvements stated herein will be secured from the Utility Fund; and,

WHEREAS, after careful study of all facts, the City Council of Mansfield recognizes that it is in the best interest of the citizens of the City of Mansfield that the construction of the additional improvements and additional quantities provided herein is justified and be started at the earliest possible date to ensure necessary service and delivery.

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

SECTION 1.

Additional funding is hereby authorized in an amount not to exceed Eighty-Four Thousand Six Hundred Thirty-Seven and 11/100 Dollars (\$84,637.11) and the City Manager or his designee is hereby authorized and directed to execute a Change Order with Blue Star Utilities, LLC for the Lone Star 30-Inch Water Line project.

SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 5TH DAY OF JUNE, 2023.

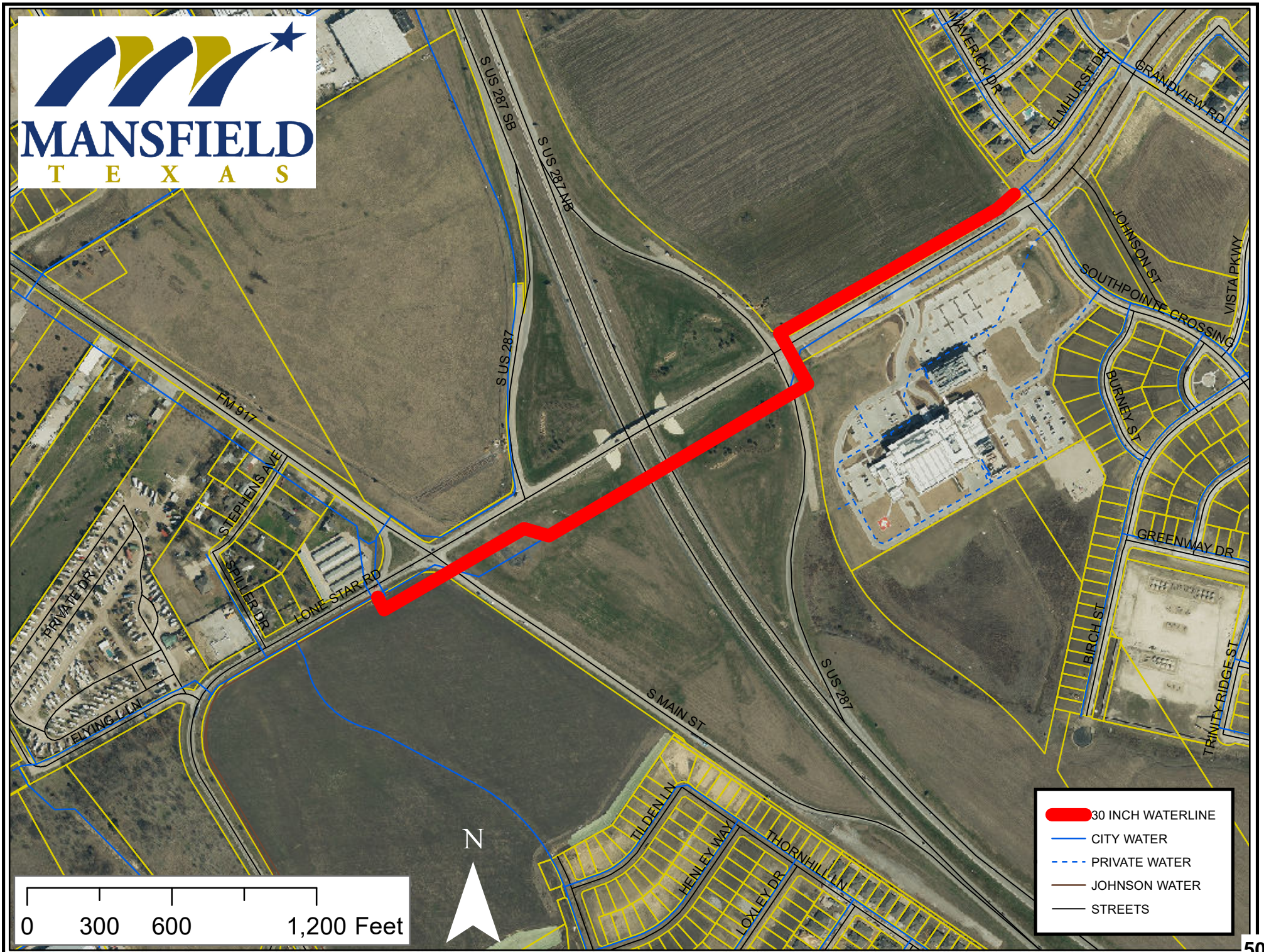
Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**LONE STAR 30-INCH WATER LINE
CHANGE ORDER TABULATION**

ITEM	COST	TOTAL	DESCRIPTION
<hr/>			
		3,437,620.80	Original Contract Amount
Revised connections to new 30-inch meter and flow control valve	92,713.00		Integration of the new 30-inch meter and flow control valve necessitated new fittings to be furnished and installed.
Irrigation repairs (not to exceed)	81,000.00		The main line of the existing irrigation system serving the trees along the north side of Lone Star Rd. east of Hwy 287 was not able to be salvaged as expected. Although the trees were able to be saved, a new irrigation main and wiring are needed along the north side of Lone Star Rd from the Hwy. 287 frontage road to the point of connection at the existing 30-inch water line.
Outlets with corp stop and boxes	70,590.00		Small outlets were incorporated at each of the 12 butterfly valves to aid in the future operation of the valves. Each outlet requires a corp stop and box to be accessible.
Total of Contract Changes		244,303.00	
Incentive Adjustment (5% of Change Order Amt)		12,215.15	
<hr/>			
		256,518.15	Total
		3,681,923.80	Revised Contract Amount
		171,881.04	5% Contingency Previously Approved at Council Award
		84,637.11	Change Order Amount
		2.5%	Additional Cost as a Percentage of Contract





CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5384

Agenda Date: 6/5/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the May 22, 2023 Regular City Council Meeting Minutes

Requested Action

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

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the May 22, 2023 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203



CITY OF MANSFIELD

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

Meeting Minutes - Draft

City Council

Monday, May 22, 2023

3:30 PM

Council Chambers

REGULAR MEETING

3:30 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:30 p.m.

Present 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamara Bounds and Brent Newsom

WORK SESSION

Discussion Regarding 2023 City Council Priorities

Assistant to the City Manager Faith Morse presented a high level overview of the work the City Council and staff have made on creating the City Council Priorities. Faith presented final graphics of the Priorities on a sample poster, flyer, and business cards. She also exhibited the City webpage listing the Priorities, and answered Council questions.

Discussion Regarding Public Safety for Capital Needs

Deputy City Manager Troy Lestina spoke on Fiscal Year 2024 capital requests and the constraints of the economy affecting the lead times for equipment such as police vehicles and fire engines. Staff sought direction from Council regarding opening purchase orders for the equipment needed in order to be placed in the queue so that the city is guaranteed the pieces of equipment. Troy spoke on the funding requests and along with Fire Chief Mike Ross, answered Council questions. Council gave direction to open the purchase orders and get into the queues for the equipment needed.

Discussion Regarding Tarrant Area Food Bank

Tarrant Area Food Bank President and Chief Executive Officer Julie Butner and Vice-President, Advocacy Jared Williams gave a presentation on a retail grocery home delivery solution for areas with low access to food stores. Ms. Butner spoke on the request for local support and the partnership with Kroger, and along with Mr. Williams, answered Council questions.

Discussion Regarding the May 22, 2023 Consent Agenda Items

Assistant City Manager Vanessa Ramirez spoke on agenda items 23-5367 and 23-5366. Executive Director of Community Services Matt Young spoke on agenda item 23-5370. Director of Engineering Services Raymond Coffman spoke on agenda item

23-5373.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:47 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 5:00 p.m. Mayor Evans recessed the executive session at 6:58 p.m.

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

Seek Advice of City Attorney Regarding Code Compliance Case

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

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

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

Economic Development Project #21-11

Economic Development Project #22-23

Economic Development Project #23-04

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

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

Mayor Evans reconvened the meeting into regular business session at 7:05 p.m.

INVOCATION

Pastor Julian Hobdy with First Methodist Mansfield gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Bounds led the Pledge of Allegiance.

TEXAS PLEDGE

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

Council Member Lewis led the Texas Pledge.

OATH OF OFFICE

Brent Newsom

Mayor Evans administered the Oath of Office to Brent Newsom.

Todd Tonore

Mayor Evans administered the Oath of Office to Todd Tonore.

Larry Broseh

Mayor Evans administered the Oath of Office to Larry Broseh.

ELECTION OF MAYOR PRO-TEM

Todd Tonore was elected Mayor Pro Tem by the City Council.

CITIZEN COMMENTS

Terry Moore, 3 Morningside Court - Mr. Moore spoke on the May 27, 2023 Tribute to Heroes Event.

COUNCIL ANNOUNCEMENTS

Council Member Newsom thanked the public and his family and stated he is happy to be back.

Council Member Short thanked her husband for the beautiful anniversary flowers and his support.

Council Member Short congratulated the Shorts on their anniversary, welcomed back Council Member Newsom, and spoke on the Smart Cities Conference he attended.

Mayor Pro Tem Tonore thanked everyone who voted, stated it was an honor to support his fellow Council Members as Mayor Pro Tem, and thanked everyone for the

opportunity.

Council Member Bounds welcomed the three Council Members who got elected and re-elected.

Council Member Broseh stated he is glad to be back on the City Council.

Mayor Evans congratulated the Council and stated it was a blessing to serve a team of folks who have Mansfield at heart.

SUB-COMMITTEE REPORTS

[23-5379](#)

Minutes - Approval of the May 12, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Council Member Lewis gave a report of the meeting.

A motion was made by Council Member Short to approve the May 12, 2023 Housing Market Growth Strategy Sub-Committee Meeting Minutes as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 3 - Julie Short; Casey Lewis and Tamera Bounds

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh; Todd Tonore; Michael Evans and Brent Newsom

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Citizen Planning Steering Committee Update

Executive Director of Planning and Development Services Jason Alexander and Steering Committee Member Patrick Moses gave an update on the status of the Future Land Use Plan. They addressed the vision of the Committee, the progress that has been made, and upcoming meetings and events.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

CONSENT AGENDA

[23-5367](#)

Ordinance - Ordinance Amending Chapter 37, "Municipal Court" of Title III, "Administration" of the Code of Ordinances of Mansfield, Texas; Providing for

the Repeal of all Ordinances in Conflict, Providing a Severability Clause; Providing for Publication, and Providing an Effective Date

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE III "ADMINISTRATION" OF THE CODE OF MANSFIELD, TEXAS BY AMENDING SECTION 37.01, "ESTABLISHMENT"; AMENDING 37.02, "TERMS OF GOVERNMENT CODE ADOPTED"; AMENDING SUBPARTS "TECHNOLOGY FUND" AND "MUNICIPAL COURT BUILDING SECURITY FUND" CONTAINING SECTIONS 37.15 THROUGH 37.32; ADDING AND RESERVING SECTIONS 37.33 AND 37.34; ADDING A NEW SUBPART "MUNICIPAL JURY FUND" CONTAINING SECTIONS 37.35 THROUGH 37.39 OF CHAPTER 37, "MUNICIPAL COURT"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2303-23

[23-5366](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving an Agreement Between the City of Mansfield, TX and Airbnb, Inc. for Collection of Hotel Occupancy Taxes

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF MANSFIELD, TX AND AIRBNB, INC. FOR COLLECTION OF HOTEL OCCUPANCY TAXES; AUTHORIZING THE CITY MANAGER OR HIS 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 BYLAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4019-23

[23-5370](#)

Resolution - A Resolution to Consider Executing a Professional Services Agreement with Studio 13, PLLC, in the Amount of \$214,455 for Design, Engineering, and Construction Documents Related to James McKnight Park West Improvements

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

A RESOLUTION TO CONSIDER EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH STUDIO 13, PLLC, IN THE AMOUNT OF \$214,455 FOR DESIGN, ENGINEERING, AND CONSTRUCTION DOCUMENTS RELATED TO JAMES MCKNIGHT PARK WEST IMPROVEMENTS

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4020-23

[23-5371](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing and Approving Membership in the Cities Served by Sienergy (Cities) for The Purpose of Protecting the Interest of the City and its Citizens with Respect to Sienergy Matters; Further Suspending the June 9, 2023 Effective Date of the Statement of Intent of Sienergy, Lp To Increase Rates

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, AUTHORIZING AND APPROVING MEMBERSHIP IN THE CITIES SERVED BY SIENERGY (CITIES) FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO SIENERGY MATTERS; FURTHER SUSPENDING THE JUNE 9, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF SIENERGY, LP TO INCREASE RATES WITHIN INCORPORATED AREAS OF NORTH, CENTRAL, AND SOUTH TEXAS; TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY SIENERGY; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4021-23

[23-5373](#)

Resolution - A Resolution Authorizing Funding for an Amount Not to Exceed \$440,870 and Awarding a Contract for Construction of the Rustic Meadow Lift Station Decommission to Wilco Underground, LLC (Utility Fund)

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

A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION FOR THE RUSTIC MEADOW LIFT STATION DECOMMISSION TO WILCO UNDERGROUND, LLC; AND APPROPRIATING FUNDS; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4022-23

[23-5374](#)

Resolution - A Resolution Authorizing Funding for Amount Not to Exceed \$77,060 and Approval of a Contract for Design Services with Spiars Engineering and Surveying for the Harvest Point Public Infrastructure Opinion of Probable Construction Cost and Sanitary Sewer Analysis (TIRZ #4)

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

A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$77,060 AND APPROVAL OF A CONTRACT FOR DESIGN SERVICES WITH SPIARS ENGINEERING AND SURVEYING FOR THE HARVEST POINT PUBLIC INFRASTRUCTURE OPINION OF PROBABLE CONSTRUCTION COST AND SANITARY SEWER ANALYSIS (TIRZ #4)

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4023-23

[23-5368](#)

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meeting of June 26, 2023 to June 5, 2023

A motion was made by Council Member Short to suspend the Procedural Rules of Council. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5375](#)

Minutes - Approval of the May 8, 2023 Regular City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the May 8, 2023 Regular City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

[23-5382](#)

Minutes - Approval of the May 16, 2023 Special City Council Meeting Minutes

A motion was made by Council Member Short to approve the minutes of the May 16, 2023 Special City Council Meeting as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

PUBLIC HEARING AND FIRST READING

[23-5380](#)

Ordinance - Public Hearing and First Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to

S, South Mansfield Form-Based Development District on Approximately 18.59 Acres in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas Located at 2441 Heritage Parkway; City of Mansfield, Applicant (ZC#23-011)

Jason Alexander presented the item and answered Council questions. Executive Director of Economic Development Jason Moore answered Council questions.

A motion was made by Council Member Short to approve the first reading of the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 "ZONING" OF THE CODE OF ORDINANCES, CITY OF MANSFIELD, TEXAS, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO A S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

NEW BUSINESS

[23-5369](#)

Resolution - A Resolution of the City of Mansfield, Texas, Approving an Amendment to the Economic Development Agreement Between the City of Mansfield, the Mansfield Economic Development Corporation, and Crystal Window and Door Systems TX; Authorizing the City Manager, or his designee, and MEDC President to Execute Said Amendment; and Providing an Effective Date

Jason Moore presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AMENDMENT TO AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION, AND CRYSTAL WINDOW AND DOOR SYSTEMS TX, LTD; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, AND MEDC PRESIDENT TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4024-23

ADJOURN

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5383

Agenda Date: 6/5/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Title

Discussion and Possible Action Regarding Chapter 155.092 Landscaping and Screening Standards (L)

Requested Action

Defer to Council.

Recommendation

Defer to Council.

Description/History

Council Member Broseh requested this item be placed on the agenda for discussion. Support was received from Mayor Pro Tem Tonore and Council Members Bounds and Newsom.

Funding Source

N/A

Prepared By

Susana Marin, City Secretary
817-276-4203



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 23-5395

Agenda Date: 6/5/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Discussion and Possible Action on a Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Appropriation and Allocation of American Rescue Plan Act Funds and Approving a Memorandum of Understanding with the Tarrant Area Food Bank

Requested Action

Discussion and possible Action Regarding the Approval of a Memorandum of Understanding with Tarrant Area Food Bank.

Recommendation

Discussion and possible action the approval of a Memorandum of understanding with Tarrant Area Food Bank.

Description/History

On May 22nd, the Tarrant Area Food Bank made a presentation to the City Council during the agenda work session. The city was asked to support a new program to the North Texas area that allows individuals to participate in the Boost ordering system with Kroger. Kroger provides free memberships and free delivery for all eligible recipients. There are approximately 2,000 eligible recipients in the City of Mansfield.

City Council Priorities

[Enter City Council Priorities Here]

Justification

Not applicable

Funding Source

American Rescue Plan Act Funds

Prepared By

Troy Lestina, Deputy City Manager/CFO; 817-276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE APPROPRIATION AND ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TARRANT AREA FOOD BANK; AUTHORIZING THE CITY MANAGER, OR HIS 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, addressing issues of hunger, poverty, and food access are of vital importance to the Tarrant Area Food Bank and City of Mansfield; and,

WHEREAS, there are more than 90,000 residents in Tarrant County living in low access areas with more than 11,000 individuals who rely on emergency food resources and services provided by the Tarrant Area Food Bank annually; and,

WHEREAS, the Tarrant Area Food Bank and City of Mansfield are committed to establishing a partnership as an important step to improving food access in every part of our community and combatting hunger across our communities by providing emergency food resources to those in need; and,

WHEREAS, the mission of this partnership will be to provide neighbors living in low-access areas with a sustainable option for purchasing groceries with home delivery via an online retail grocery store and to assist neighbors experiencing hunger and financial hardship by providing emergency food support through the Tarrant Area Food Bank's emergency home delivery and traditional emergency food services; and,

WHEREAS, the City of Mansfield received \$6,550,549.00 from the federal government related to the American Rescue Plan Act (ARPA) program and all ARPA funds must be obligated not later than December 31, 2024, and expended by December 31, 2026; and,

WHEREAS, the City Council finds the proposed partnership to be an eligible use for ARPA funds.

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

SECTION 1.

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

SECTION 2.

The City Council hereby approves the appropriation, allocation, and expenditure of \$37,100.00 of ARPA funds to the Tarrant Area Food Bank.

SECTION 3.

That a Memorandum of Understanding between the City of Mansfield and Tarrant Area Food Bank is hereby approved.

SECTION 4.

That the City Manager, or his designee, is authorized to execute any documents necessary and take such actions as are necessary to implement this Resolution.

SECTION 5.

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

SECTION 6.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Mansfield, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 5TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MANSFIELD, TEXAS (“CITY”)
AND TARRANT AREA FOOD BANK (“TAFB”)**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT §**

THAT THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between the City of Mansfield, Texas, hereinafter referred to as “City” and Tarrant Area Food Bank, hereinafter referred to as “TAFB.”

WITNESSETH:

WHEREAS, there exists a need in Tarrant County to increase access to healthy food within target areas with low access to retail food stores and help solve hunger by providing neighbors living in low-access areas with a sustainable option for purchasing groceries with home delivery via an online retail grocery store; and

WHEREAS, City and TAFB desire to engage in a partnership to increase access to food through retail home delivery; and

WHEREAS, the partnership is also intended to assist neighbors experiencing hunger and financial hardship by providing emergency food support through the Tarrant Area Food Bank’s emergency home delivery and traditional emergency food services; and

WHEREAS, TAFB is creating partnerships with other local partners in the area to support the objectives of ending hunger and providing sustainable food options for residents in the Tarrant County area; and

WHEREAS, TAFB will coordinate the services described herein with City and other local partners to support said objectives;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties have agreed and do hereby agree as follows:

**ARTICLE I
TAFB’S DUTIES**

- a. TAFB agrees that it shall provide the following:
 - i. Community education and outreach;
 - ii. ‘Boost by Kroger’ enrollment assistance;

- iii. Federal nutrition benefits application assistance;
 - iv. Emergency food home delivery to eligible neighbors; and
 - v. Traditional food support through partner agencies for any neighbors not eligible for emergency home delivery.
- b. TAFB shall manage a partnership with Kroger whereby Kroger will:
 - i. Provide 5,000 ‘Boost by Kroger’ memberships for Supplemental Nutrition Assistance Program (SNAP) eligible shoppers with twelve (12) months of free home delivery;
 - ii. Manage an online platform for ordering and to accept debit, credit and SNAP; and
 - iii. Manage ‘Boost by Kroger’ delivery operations.
 - c. TAFB shall seek additional grant funds as needed for the continuation of services beyond the term of this MOU.
 - d. TAFB shall meet with City periodically either in person, by phone or virtually, to evaluate the success of the program, and if requested, provide City with a written report of progress.

ARTICLE II

CITY’S DUTIES

- a. City shall provide funding for the operating expenses in an amount based on a pro rata share for population living in poverty within low-access areas, and as more specifically shown on Exhibit “A”, attached hereto and incorporated herein.
- b. City shall provide said funding in two payments:
 - i. The first payment shall be made on or before July 1, 2023 for funding through September 30, 2023; and
 - ii. The second payment shall be made on or within thirty (30) days of October 1, 2023 for funding through September 30, 2024.

ARTICLE III

FEDERAL FUNDING AND RETURN OF FUNDING

- a. TAFB acknowledges that City will be using federal funds, American Rescue Plan Act Funds (ARPA Funds), to fund this partnership. TAFB, acknowledges that as a subrecipient of ARPA Funds, it will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to these funds and that any such changes shall be automatically incorporated into this MOU without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations

part 200 as may be amended, including all appendixes (“OMB Requirements”). TAFB must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, TAFB understands that City must also comply with the OMB requirements and depends on TAFB’s cooperation in order to comply with such OMB requirements. As such, TAFB shall perform any obligations reasonably requested by City that are necessary to ensure that City complies with the OMB requirements.

- b. Should TAFB fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs TAFB warrants that it will return to City the amount identified as improperly used or not allowable, whether during the term of this MOU or after. TAFB shall refund any such payment to City within thirty (30) calendar days of the receipt of notice from City.

ARTICLE IV

GENERAL PROVISIONS

- a. **Term.** This MOU shall be effective as of the last date of execution by both Parties and unless terminated prior to, shall remain in effect until September 30, 2024. Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party of such intention. Any provision regarding the use, and potential return, of federal funds in this MOU shall survive termination.
- b. **Entire Agreement.** This MOU, including all attachments, exhibits, and addenda, embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this MOU. In the event of conflicting provisions between this MOU and the attachments, this MOU shall be controlling.
- c. **Amendments/Modification.** This MOU, and any exhibits, attachments, or addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.
- d. **Venue.** The obligations of the Parties to this MOU are performable in the City of Mansfield which is located primarily in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.
- e. **Legal Construction.** In case one or more of the provisions contained in this MOU shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been

contained herein. There shall not be a higher duty or responsibility for any Party because they draft the MOU.

- f. **Assignment**. The parties hereto shall not assign this MOU, in whole or in part, any such assignment being void.
- g. **No Third-Party Rights**. Nothing within this MOU shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.
- h. **Notices**. All notices, communications, and reports required or permitted under this MOU shall be personally delivered, delivered by electronic means, or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five days after mailing, upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent via e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "read receipt" function, as available, return e-mail or other written acknowledgment).

If intended for City, to:

City of Mansfield
Attn: Troy Lestina, Deputy City Manager and CFO
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276- 4258
troy.lestina@mansfieldtexas.gov

If intended for TAFB, to:

Tarrant Area Food Bank
Attn: Julie Butner, President and CEO
2525 Cullen Street
Fort Worth, TX 76017
(817) 857-7100
julie.butner@tafb.org

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, by City, signing by and through its City Manager, or designee, duly authorized to execute same and by TAFB, acting through its duly authorized officials.

“City”
City of Mansfield

By: _____
Troy Lestina, Deputy City Manager

ATTEST:

Susana Marin, City Secretary

“TAFB”
Tarrant Area Food Bank

By: _____
Julie Butner, President

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Troy Lestina, Deputy City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

TARRANT AREA FOOD BANK

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Julie Butner, President of Tarrant Area Food Bank.

Notary Public in and for the State of Texas

Exhibit “A”

Table 1. Pro-Rata Shares for Community Education & Outreach.

Local Support	4-Month Pilot	FY 2024	Total
Everman	\$3,200	\$13,500	\$16,700
Forest Hill	\$3,900	\$16,500	\$20,400
Fort Worth	\$9,600	\$40,500	\$50,100
Mansfield	\$7,100	\$30,000	\$37,100
Tarrant County	\$11,900	\$50,000	\$61,900
Total	\$35,700	\$150,500	\$186,200