City Council - Regular Meeting
July 13, 2026 - 1:30 PM
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

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

A. Personnel Matters Pursuant to Section 551.074

i. City Manager Quarterly Report

3. 3:00 P.M. - WORK SESSION

FY '26-'27 Budget Updates

Continued Discussion Regarding the Proposed Class Surcharge Program and Inspection Fees

Discussion Regarding the July 13, 2026 Consent Agenda Items

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

A. Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071, including but not limited to legal issues concerning any item listed on today's posted City Council agendas, and/or the subject matter listed below:

i. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 2024-005630-2 (Tarrant County Court at Law No. 2)

ii. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 348-270155-14 (348th Tarrant County District Court)

iii. Seek Advice of City Attorney Regarding Public Private Partnerships

iv. Seek Advice of City Attorney Regarding Hotel Occupancy Tax

v. Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 4.D of the Agenda

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

i. Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

i. Municipal Court Judge Contract Discussion

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

i. Economic Development Project #21-33

ii. Economic Development Project #22-04

iii. Economic Development Project #22-24

iv. Economic Development Project #22-27

v. Economic Development Project #25-08

5. 6:00 P.M. OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. TEXAS PLEDGE

9. CITIZEN COMMENTS

Citizens wishing to address the Council on 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. All comments are limited to five (5) minutes.

In order to be recognized during Citizen Comments, please complete a comment card located at the entrance of the Council Chambers. Please present the card(s) to the Deputy City Secretary by 5:50 p.m., ten minutes before the start of the 6:00 p.m. regular business session.

10. COUNCIL COMMENTS

11. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

iii. Departmental Updates

Review of the Monthly Financial Report for the Period Ending May 31, 2026

Presenters: Darcy Lupton, Director of Financial Services

Attachments:

1. May FY26 Council Report

12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

13. CONSENT AGENDA

26-2356: Ordinance - An Ordinance of The City of Mansfield, Texas, Amending Chapter 158, “Standards, Registration, and Inspection Requirements For Multi-Family Dwelling Complexes,” of Title XV, “Land Usage,” of the Code of Mansfield, Texas, By Revising Section 158.011 “Registration Required For Multi-Family Dwelling Complexes and Lodging Establishments”, 158.012 “License Fees Required For Multi-Family Dwelling Complexes and Lodging Establishments”, and Section 158.013 “Inspection By Regulatory Compliance Department”; Adding Section 158.013A "Non-Compliance Status and Administrative Enforcement"; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violation; Providing a Savings Clause; Providing For Publication As Required By Law; and Providing an Effective Date

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

26-2357: Ordinance - An Ordinance of The City Of Mansfield, Texas, Amending Section 94.02 “Definitions”, Section 94.03 “Regulations, Permits, And Preoperational Inspections”, Section 94.10 "Physical Facilities", Section 94.17 "Mobile Food Vendors", and Repealing and Replacing Section 94.18 "Types of Mobile Food Vendors," of Chapter 94, “Food Establishment Regulations,” of Title IX “General Regulations” of the Code of Mansfield, Texas; Revising Compliance Standards For Mobile Food Units; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing an Effective Date

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

26-2358: Ordinance - An Ordinance of The City of Mansfield, Texas, Amending Section 92.47 “Pool/Spa/Interactive Water Feature Closures and Records”, of Subsection "Public Swimming Pool/Spa, of Chapter 92, “Health and Sanitation,” of Title IX “General Regulations” of he Code of Mansfield, Texas; Revising Compliance Standards For Swimming Pools; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing an Effective Date

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

26-2444: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing Funding for an Amount not to Exceed $189,963.00 for the 51st Year Community Development Block Grant; Recommending Tarrant County Award a Construction Contract to 3D Paving & Contracting LLC for Sidewalk Improvements for Alvarado Street, 2nd Ave, & 3rd Ave in the Amount of $173,463.00; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund and 51st Year Community Development Block Grant)

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

1. Resolution
2. Recommendation Letter
3. Bid Tabulation
4. Map

26-2455: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City of Mansfield to Submit the Mitchell Road Elevated Storage Tank and the 30-inch Water Line Along Lone Star Road Utility Improvement Projects for Consideration of Financial Assistance From the Texas Water Development Board in the Estimated Amount of $21,000,000; Finding That the Meeting at Which

This Resolution Is Passed Is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

1. Resolution
2. Project Exhibit

26-2451: Minutes - Approval of the June 22, 2026 Regular City Council Meeting Minutes

Presenters: Susana Marin, City Secretary

Attachments:

1. 6-22-26 Draft Minutes

26-2452: Minutes - Approval of the June 29, 2026 Special City Council Meeting Minutes

Presenters: Susana Marin, City Secretary

Attachments:

1. 6-29-26 Draft Minutes

14. OLD BUSINESS

26-2383: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Funding for the Mansfield Fire Logistics Building Project in an Amount Not to Exceed $245,000.00 for Pre-Construction Services; Approving a Design-Build Contract with Crossland Construction Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Building Construction Fund)

Presenters: Kristen Petree, Capital Projects Manager

Attachments:

1. Resolution
2. Design-Build Agreement
3. Preconstruction Phase Fee Proposal
4. Conceptual Design for City Council

15. NEW BUSINESS

26-2430: Ordinance - An Ordinance of the City Council of the City of Mansfield, Authorizing the Issuance and Sale of City of Mansfield, Texas General Obligation Bonds, Series 2026 in an Aggregate Principal Amount not to Exceed $2,625,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement, a Paying Agent/Registrat Agreement, and a Bond Counsel Engagement Letter; Approving the Official Statement; And Enacting Other Provisions Relating Thereto

Presenters: Troy Lestina, Deputy City Manager/Chief Financial Officer

Attachments:

1. Ordinance

26-2431: Ordinance - An Ordinance of the City Council of the City of Mansfield, Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, in an Aggregate Principal Amount not to Exceed $12,000,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Purchase Agreement, a Paying Agent/Registrar Agreement, and a Bond Counsel Engagement Letter; Approving the Official Statement; And Enacting Other Provisions Relating Thereto

Presenters: Troy Lestina, Deputy City Manager/Chief Financial Officer

Attachments:

1. Ordinance

26-2432: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Resolution Adopted by the Board of Directors of the Mansfield Park Facilities Development Corporation Authorizing the Issuance of Mansfield Park Facilities Development Corporation Sales Tax Revenue Bonds, New Series 2026, Approving the Issuance of the Bonds and the Plan of Financing Authorized Thereby and the Financing Documents

Presenters: Troy Lestina, Deputy City Manager/Chief Financial Officer

Attachments:

1. Resolution

26-2477: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a TIRZ Development Agreement for Reinvestment Zone Number Two, City of Mansfield, By and Between the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and Smith & Elm Mansfield LLC, a Texas Limited Liability Company; Authorizing the City Manager, or His Designee, to Negotiate, Finalize and Enter Into a TIRZ Development Agreement on Behalf of the City of Mansfield, Texas; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Casey Lewis, Executive Project Manager

Attachments:

1. Resolution
2. Agreement
3. Exhibit C

16. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the July 13, 2026 Regular City Council Meeting 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 July 7, 2026 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

SMarin

Susana Marin, City Secretary

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

FINANCIAL REPORT
Ending May 31, 2026

City of Mansfield, Texas

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

MANSFIELD
TEXAS

mansfieldtexas.gov

TABLE OF CONTENTS

HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of May 31, 2026, or 66.67% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations.

Capital Highlights

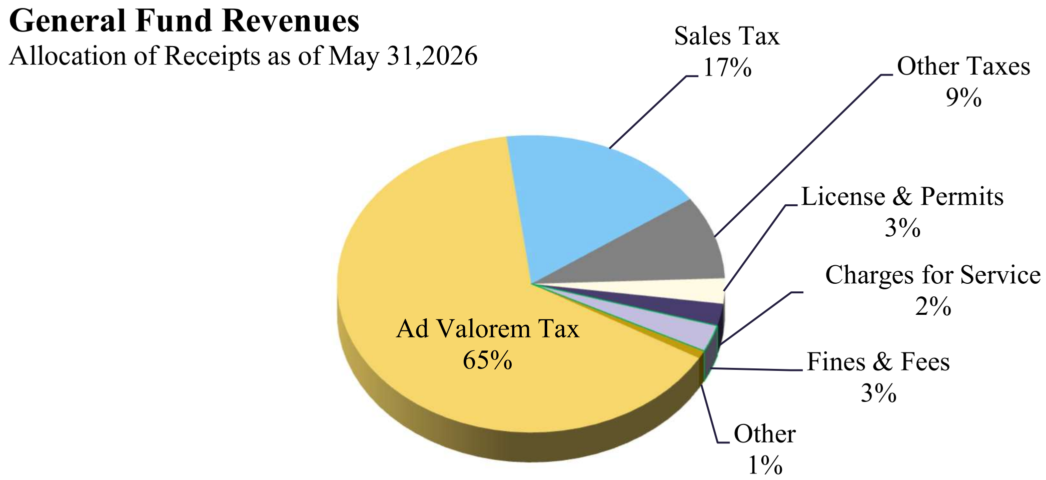
The following major projects are active with the table below displaying current year (CY) and life-to-date (LTD) expenditures.

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Service Center/ACO	$6.0 CY	$19.1 LTD
Equipment Replacement	$3.1 CY	-
City Hall	$16.8 CY	$30.0 LTD

GENERAL FUND FINANCIAL SUMMARY

Overall, the operating revenues exceeded operating expenses by $14,858,581 at the end of the reporting period. With operating revenues totaling $78,692,866 or 77.65% of budget and operating expenses totaling $63,834,285 or 62.13% of budget.

General Fund Charts (revenues & expenditures)

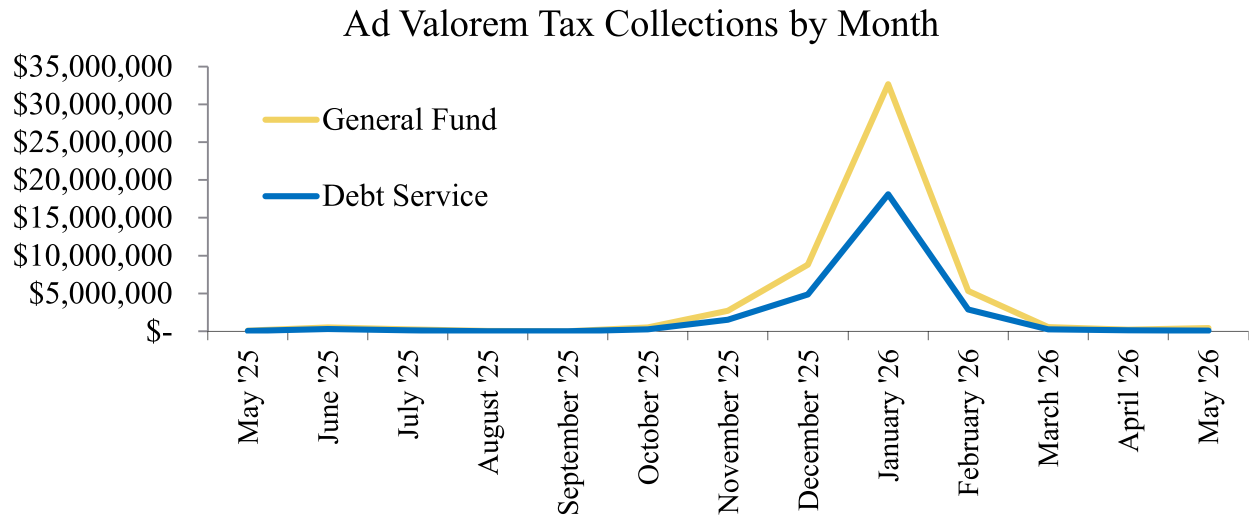


Major Revenues

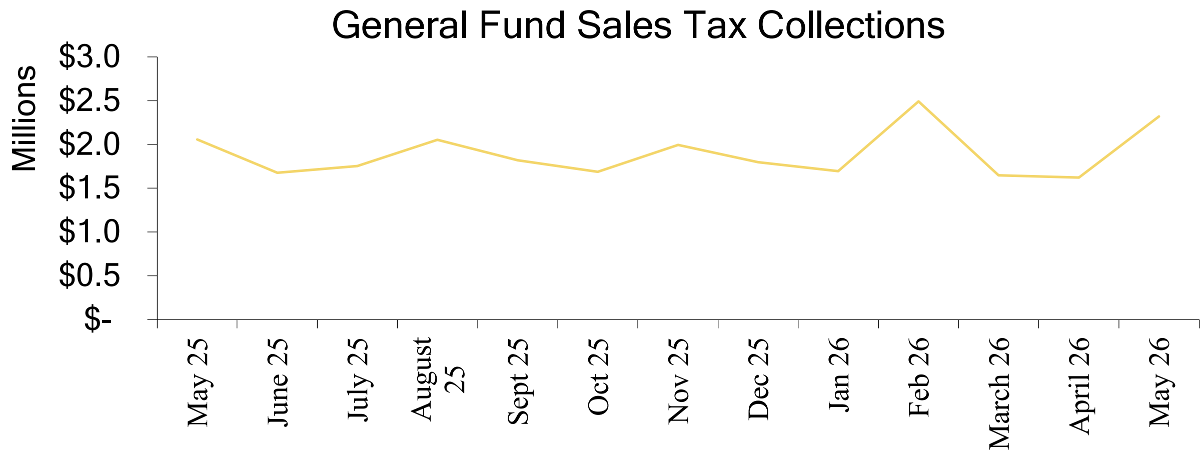
Property Tax Collections

Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (M&O) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The M&O portion of property tax collections as recorded in the General Fund through May 31, 2026, total $50,844,271. Last year's collections were $49,917,358 for the same period, an increase of 1.86% over the prior year.

The I&S portion as recorded in the Debt Service Fund collected through May 31, 2026, totaled $28,042,937. Property tax collections by month are depicted on the subsequent chart.

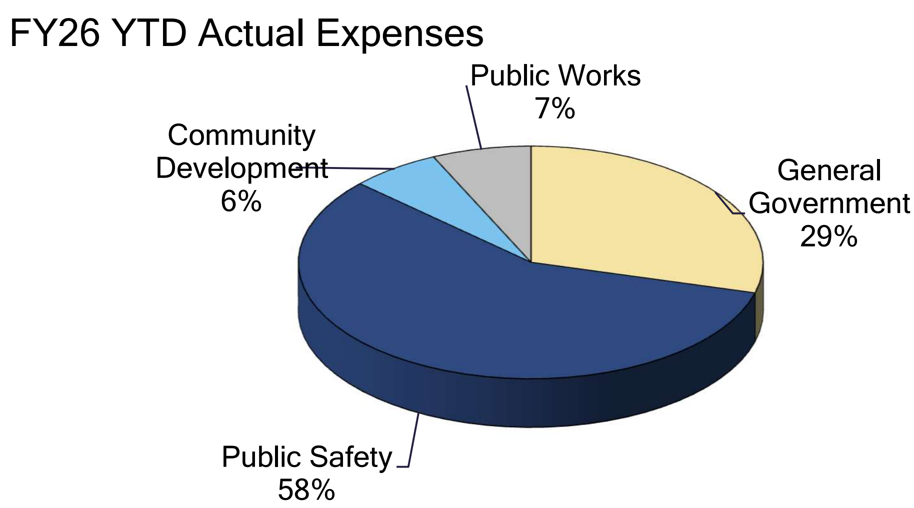


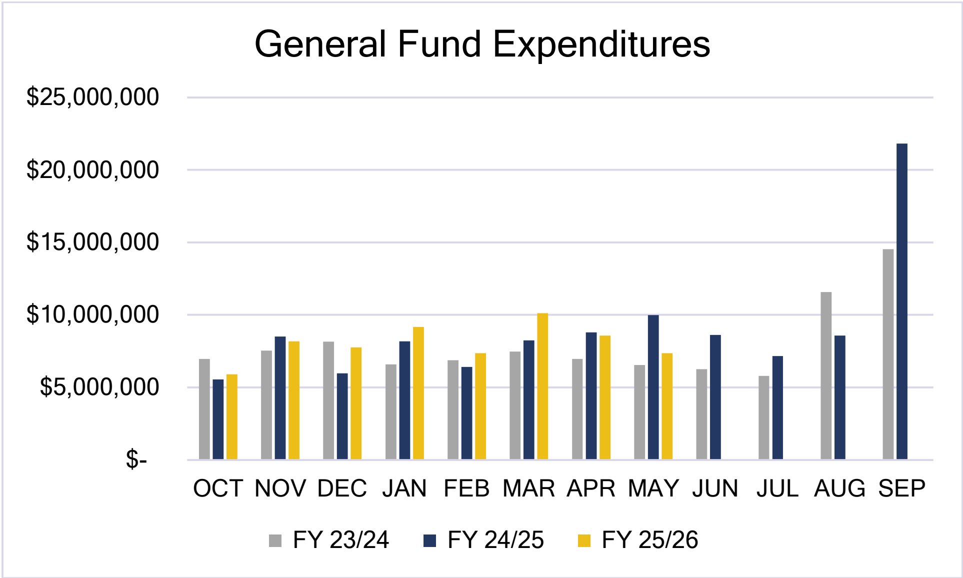
Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2₵ for every dollar of sales tax assessed. The General Fund receives 1₵ of sales taxes collected and the City's Type 4A and Type 4B corporations each receive ½ ₵ of collections. In May 2026, the General Fund portion of sales tax collected totaled $2,320,071 which is $224,612 or 10.72% more than the same period last year. On an annual basis, sales tax collections are up by 5.84% or $754,197 as compared to last year. For additional information on sales taxes, please see the full sales tax discussions and charts on page 15 of this report and in appendix A33-A36.



Expenditures

The chart below shows year-to-date expenditure by functions of the General Fund with public safety (police and fire activities) comprising 58% of all budgeted operational expenditures year to date. The total year-to-date operating expenditures of the fund are $63,834,285 or 62.13% of budgeted expenditures of $102,742,773. May 2026 expenditures were $7.35 million. We expect other months' expenditures to follow normal historical trends of $8-10 million.





ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund, which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by $10,770,701 at the end of the reporting period. With operating revenues totaling $36,057,423 or 63.68% of budget and operating expenses totaling $25,286,722 or 67.11% of budget. Non-operating activities such as interest revenue, debt expenses and interest expenses due to borrowing totaled $(1,478,704) resulting in a total change in net position of $9,291,997.

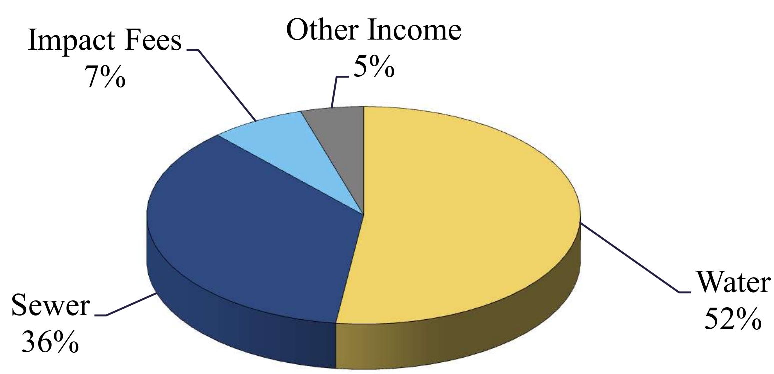
UTILITY FUND

Major Revenues

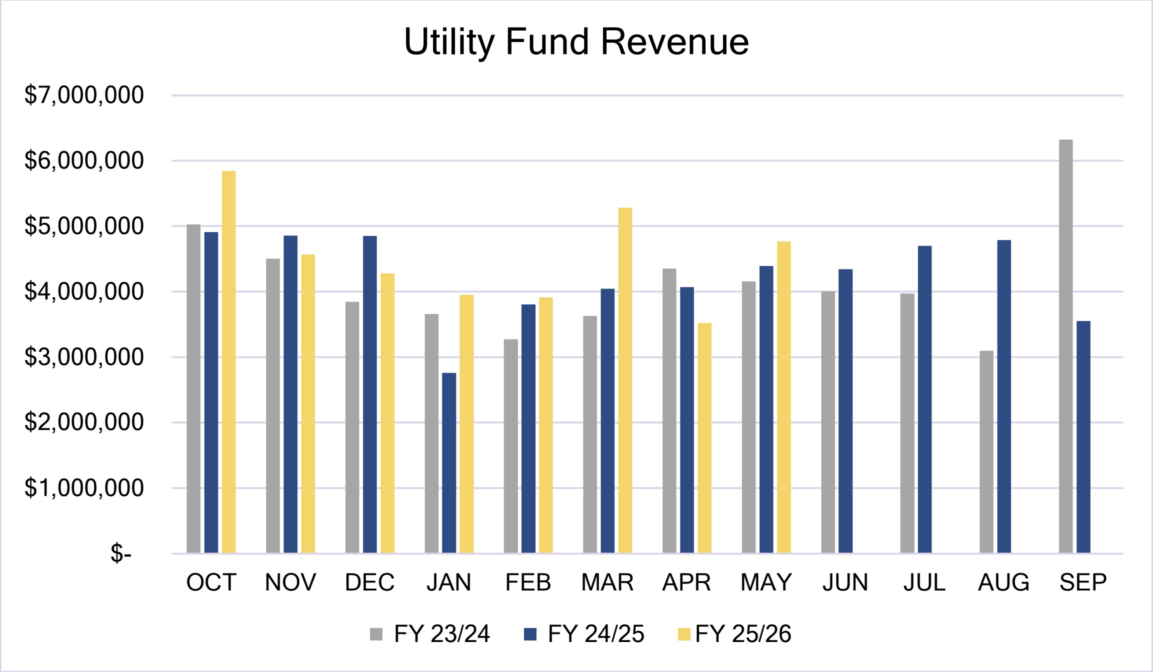
Water & Sewer Service Fees

Water and Sewer service fees year-to-date revenue are $32,282,229 or 61.04% of budget. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenue chart below.

Revenues

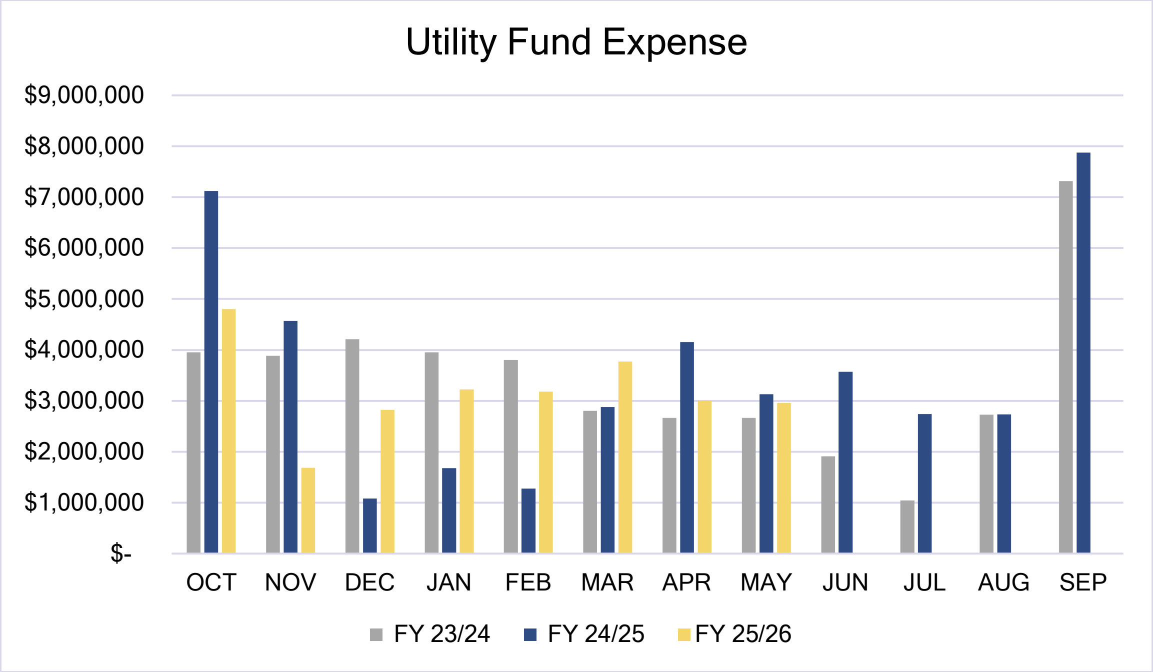


Utility Fund Charts



Expenses

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



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's storm water program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenue collected total $2,090,785 and the operational expenditures related to administration and general maintenance total $1,312,019 to date. The total change in net position is $894,382. The ending net position totals $17,349,742 at the end of the reporting period.

SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund is used to account for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total $7,947,853 which is 70.02% of budget and the operating expenditures to date total $4,960,971 which is 44.49% of budget. Total expenditures exceed revenues by $62,260 which results in a decrease in the fund balance. The ending fund balance totals $17,013,429 at the end of the period.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund which is used to account for the debt obligations because of developing sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total $1,888,034 which is 66.67% of budget, and the expenditures to date total $505,174 which is 17.94% of budget. Revenue exceeds expenditure by $1,382,859. The ending fund balance totals $1,929,541 at the end of the period.

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities in the city. Funding for the activities of the MEDC is supported by ½ cent sales tax. The year-to-date operating revenue collected total $7,382,393, which is 59.59% of the budgeted amount. Operating expenditure at the end of the reporting period totaled $54,080,452, which is 424.14% of the budgeted expenditure. Operating expenditure exceeds operating revenues by $42,725,141. The total net change including non-operating activities is a decrease of $46,698,059 at the end of May 2026.

Tax Increment Reinvestment Zones (TIRZs)

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

Fiscal Year 2026 YTD Summary	TIRZ #1	TIRZ #2	TIRZ #4	TOTAL ALL TIRZ
Revenues	6,922,985	1,403,143	85,038	8,411,166
Expenditures	6,421,055	325,542	1,369,222	8,115,818
Net Change From Operating: Gain (loss)	501,930	1,077,602	(1,284,184)	295,347
Other Financing Sources (Uses)	-	-	-	-
Fund Balance Beginning	4,813,369	(7,756,039)	(4,569,557)	(7,512,227)
Fund Balance Ending	5,315,299	(6,678,437)	(5,853,741)	(7,216,880)

HOTEL/MOTEL TAX FUND

The Hotel/Motel fund is used to account for the occupancy taxes generated by the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total $678,788 which is 58,44% of budget and the expenditure collected to date total $371,629 which is 32.00% of budget. Revenues exceed expenditure by $307,159, which results in an increase in the fund balance. The ending fund balance totals $3,773,538 at the end of the reporting period.

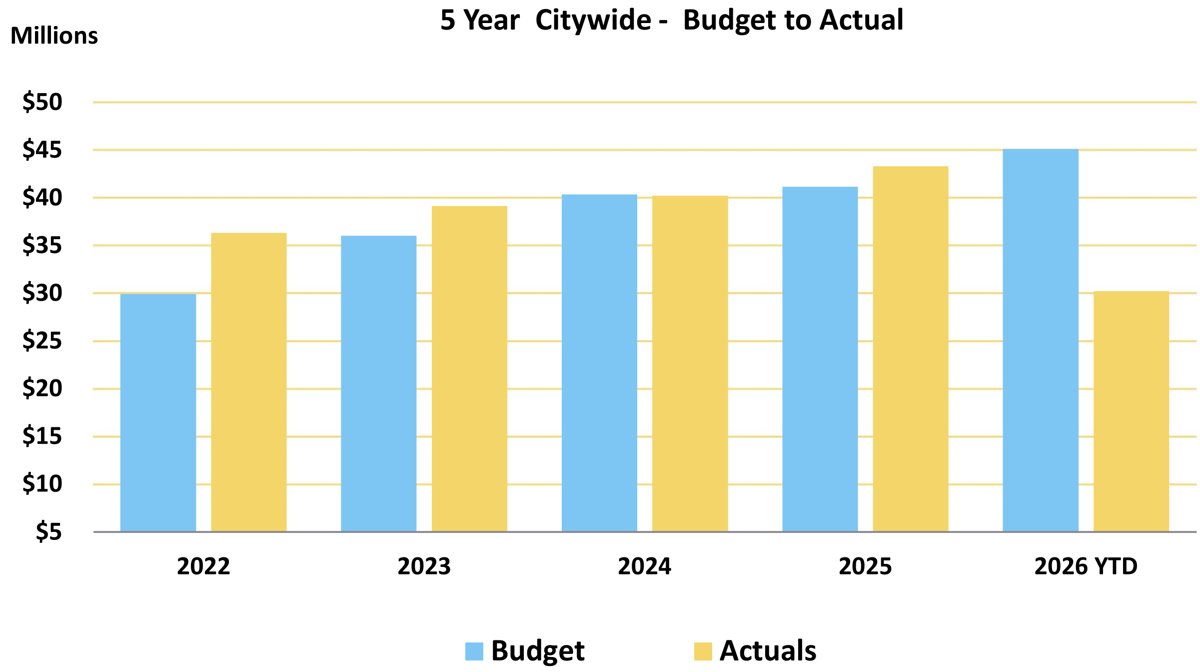
Fiscal Year 2026 YTD Summary	Hotel/Motel Tax Fund	FY26 Budget	% Collected Budget
Revenues	678,788	1,161,500	58.44%
Expenditures	371,629	1,161,500	32.00%
Net Change from Operating: Gain (loss)	307,159	-	-
Fund Balance Beginning	3,466,379	-	-
Fund Balance Ending	3,773,538	-	-

CAPITAL PROJECT FUNDS

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

Fiscal Year 2026 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	7,094,474	2,504,491	154,575	2,463,114	12,216,654
Expenditures	28,599,483	32,707,226	4,805,192	2,773,958	68,885,859
Net Change from Operating: Gain (loss)	(21,505,009)	(30,202,735)	(4,650,617)	(310,845)	(56,669,205)
Other Financing Sources (Uses)	-	-	-	-	-
Fund Balance Beginning	65,035,293	100,850,030	5,967,649	3,574	171,856,546
Fund Balance Ending	43,530,284	70,647,295	1,317,032	(302,270)	115,187,341

GLOBAL SALES TAXES



City of Mansfield
Sales Tax Fiscal Year 2026

as of May 2026 (Cash Basis)

Fiscal Year		0.01 General Fund	0.005 MEDC Fund	0.005 MPFDC Fund	Total 2¢ Total	Collection Ratio and Budget Y/Y % Chg.	Budget	% of Budget
2022		18,157,578	9,078,789	9,078,789	36,315,156	13.7%	29,903,214	121.44%
2023		19,574,658	9,787,329	9,787,329	39,149,316	7.8%	36,010,548	108.72%
2024		20,106,437	10,053,218	10,053,218	40,212,873	2.7%	40,330,288	99.71%
2025		21,647,006	10,823,503	10,823,503	43,294,012	7.7%	41,136,896	105.24%
2026 YTD		15,107,663	7,553,832	7,553,832	30,215,326	-30.2%	45,102,496	66.99%

- See the Appendix pages A33-A36 for detailed sales tax information.

INVESTMENTS

Monthly Investment Performance Summary: Month Ending May 31, 2026

Financial Market Outlook

The regional economy continues to expand; however economic growth has been slightly downgraded from growth to moderate by many economists. Factors such as high inflation, housing market corrections, interest rate increases and concerns over the federal funds rates. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts total $116.7 million and investments total $184.7 million.

Citywide Cash & Investment Performance Summary

	April 30, 2026		May 31, 2026		Month to Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar ($)	Percentage (%)
Consolidated Cash Accounts	120,597,665	2.20%	116,676,751	2.22%	(3,920,914)	-3.25%
Local Government Investment Pool	181,288,134	3.73%	170,112,780	3.70%	(11,175,353)	-6.16%
Money Market	14,511,078	3.53%	14,554,219	3.50%	43,141	0.30%
Total	316,396,876	3.15%	301,343,751	3.14%	(15,053,126)	-3.04%

- See the Appendix pages A24-A32 for investment information.

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

Troy Lestina

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

Darcy Lupton

Darcy Lupton, Director of Financial Services, Investment Officer

APPENDIX (Unaudited Statements)

City of Mansfield, Texas

Summary Statement of Activities

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

General Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	$ 424,831	$ 313,937	$ 50,844,271	$ 49,917,358	$ 60,930,066	$ (10,085,795)	83.45%
Sales Tax	2,320,071	2,095,459	13,673,583	12,919,386	22,945,248	(9,271,665)	59.59%
Other Taxes	636,046	550,388	7,139,218	7,186,678	9,467,538	(2,328,320)	75.41%
License And Permits	287,871	276,883	2,161,504	2,071,454	2,894,691	(733,187)	74.67%
Grant Revenue	-	-	194,756	483,540	450,000	(255,244)	43.28%
Charges For Services	181,834	188,020	1,896,208	1,720,926	2,572,725	(676,517)	73.70%
Fines And Fees	156,415	159,560	2,292,307	2,017,095	1,753,000	539,307	130.76%
Interest Earnings	25,331	96,501	390,547	651,670	300,000	90,547	130.18%
Miscellaneous	8,080	6,395	100,472	87,181	35,000	65,472	287.06%
Total Revenues	4,040,479	3,687,143	78,692,866	77,055,288	101,348,268	(22,655,402)	77.65%
EXPENDITURES:							
General Government	1,458,944	4,504,106	18,663,966	21,062,979	31,174,321	12,510,355	59.87%
Public Safety	4,609,938	4,032,845	36,768,611	33,219,153	55,924,938	19,156,326	65.75%
Public Works	721,009	1,026,654	4,398,421	4,030,720	8,659,108	4,260,687	50.80%
Community Development	560,880	447,218	4,003,286	3,409,933	6,984,406	2,981,120	57.32%
Total Expenditures	7,350,771	10,010,823	63,834,285	61,722,785	102,742,773	38,908,488	62.13%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(3,310,292)	(6,323,680)	14,858,581	15,332,503	(1,394,505)		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(1,841,256)	(1,841,256)	0.00%
Sale of Capital Assets, net	3,524	-	2,791,591	815,001	20,000	(2,771,591)	13957.96%
Financing, net	-	-	-	4,010,345	-	-	0.00%
Sources	-	-	-	-	6,213,399	6,213,399	0.00%
(Uses)	(87,568)	(850)	(1,430,574)	(5,155,639)	(5,657,894)	(4,227,320)	25.28%
Total Other Financing Sources (Uses)	(84,044)	(850)	1,361,017	(330,294)	(1,265,751)	(2,626,768)	-107.53%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(3,394,337)	(6,324,530)	16,219,598	15,002,210	(2,660,256)		
FUND BALANCE							
BEGINNING	57,950,390	58,775,067	38,336,455	37,448,328			
ENDING	$ 54,556,053	$ 52,450,537	$ 54,556,053	$ 52,450,537			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Utility Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	$ 2,497,795	$ 2,168,541	$ 19,054,663	$ 17,935,558	$ 32,161,378	$ (13,106,715)	59.25%
Sewer Service	1,725,466	1,509,438	13,227,566	11,747,764	20,722,883	(7,495,317)	63.83%
Water Penalties	49,005	49,794	459,938	129,605	500,000	(40,062)	91.99%
Water/Sewer Taps	-	-	-	-	15,491	(15,491)	0.00%
Meter Set Fee	-	-	-	-	262,850	(262,850)	0.00%
Utility Miscellaneous	1,184	1,105	7,159	15,974	60,000	(52,841)	11.93%
Restore Service Fee	5,483	4,905	73,490	15,050	90,000	(16,510)	81.66%
Utility Inspection	3,420	5,400	40,020	52,020	60,000	(19,980)	66.70%
Water Impact Fees	256,200	358,200	1,484,900	2,104,800	1,500,000	(15,100)	98.99%
Sewer Impact Fees	201,000	295,500	1,110,300	1,494,609	1,000,000	110,300	111.03%
Pretreatment Fees	25,636	-	124,160	45,999	80,000	44,160	155.20%
Other Income	2,449	-	475,227	176,960	168,122	307,105	282.67%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	$ 4,767,638	$ 4,392,884	$ 36,057,423	$ 33,718,339	$ 56,620,724	$ (20,563,301)	63.68%
OPERATING EXPENSES:							
Administration	212,368	114,180	1,159,588	976,547	2,241,243	1,081,655	51.74%
Billing And Collection	32,165	59,357	871,930	670,360	1,406,716	534,786	61.98%
Meter Reading/Repairs	282,689	92,734	1,481,400	662,901	1,882,380	400,980	78.70%
Water Distribution	142,965	103,985	1,293,276	966,015	1,738,016	444,740	74.41%
Wastewater Collection	1,033,072	1,146,806	9,356,466	9,134,989	13,651,453	4,294,987	68.54%
Water Treatment	1,184,743	963,226	10,547,821	6,394,900	15,800,426	5,252,605	66.76%
Water Quality	52,684	61,577	461,659	388,390	789,325	327,666	58.49%
Water Demand Management	17,282	11,215	114,583	98,655	169,090	54,507	67.76%
Depreciation	-	600,548	-	4,814,199	-	-	0.00%
Total Operating Expenses	2,957,968	3,153,628	25,286,722	24,106,957	37,678,649	12,391,927	67.11%
OPERATING INCOME (LOSS)	1,809,669	1,239,256	10,770,701	9,611,382	18,942,075	(8,171,374)	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(50,960)	(29,075)	(109,916)	(1,099,716)	(371,951)	2,785,909	29.55%
Interest Revenue	28,095	120,808	544,545	1,034,338	125,000	419,545	435.64%
Debt Service	(239,167)	(35,583)	(1,913,333)	(2,836,662)	(7,310,000)	5,396,667	26.17%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	(262,031)	56,151	(1,478,704)	(2,902,040)	(7,604,951)	8,650,121	19.44%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	1,547,638	1,295,407	9,291,997	6,709,342	11,337,124	478,747	81.96%
OPERATING TRANSFERS:							
Transfers In (Out)	(1,213,474)	(1,755,189)	(5,766,919)	(1,424,549)	(5,172,246)	(594,673)	111.50%
Net Operating Transfers	(1,213,474)	(1,755,189)	(5,766,919)	(1,424,549)	(5,172,246)	(594,673)	111.50%
CHANGE IN NET POSITION	334,164	(459,782)	3,525,078	5,284,793	6,164,878		
NET POSITION, BEGINNING	281,809,408	273,308,704	278,618,494	267,564,129			
NET POSITON, ENDING	$ 282,143,572	$ 272,848,921	$ 282,143,572	$ 272,848,921			

City of Mansfield, Texas

Comparative Statement of Activities

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Drainage Utility Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Drainage Fee	$ 263,561	$ 256,051	$ 2,090,785	$ 2,031,766	$ 3,044,874	(954,089)	69%
Total Operating Revenues	263,561	256,051	2,090,785	2,031,766	3,044,874	(954,089)	
OPERATING EXPENSES:							
Administration & General Maintenance	126,766	133,176	1,312,019	1,024,800	2,881,759	1,569,741	46%
Depreciation	-	19,645	-	161,900	-	-	
Total Operating Expenses	126,766	152,820	1,312,019	1,186,700	2,881,759	1,569,741	46%
OPERATING INCOME (LOSS)	136,795	103,230	778,766	845,065	163,115	615,651	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	11,017	18,749	125,569	150,037	-	(125,569)	
Other Income	-	-	-	5,445	-	-	
Interest and fiscal charges	(1,093)	(1,613)	(9,953)	(14,110)	(163,115)	(153,162)	
Net Nonoperating Revenue	9,924	17,136	115,616	141,372	(163,115)	(278,731)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	146,719	120,366	894,382	986,437	0	336,921	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	-	-	-	-	-	-	
Net Operating Transfers	-	-	-	-	-	-	
CHANGE IN NET POSITION	146,719	120,366	894,382	986,437			
NET POSITION, BEGINNING	17,203,023	15,852,857	16,455,360	14,986,787			
NET POSITION, ENDING	$ 17,349,742	$ 15,973,224	$ 17,349,742	$ 15,973,224			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Mansfield Parks Facility Development Corporation	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	$ 906,133	$ 797,502	$ 4,851,251	$ 4,488,500	$ 8,475,775	$ (3,624,524)	57.24%
Contributions	3,485	18,668	35,303	34,032	11,500	23,803	306.98%
Interest Earnings	27,710	69,509	409,080	468,478	250,000	159,080	163.63%
Other Income	8,165	828	20,513	2,634	-	20,513	0.00%
MAC Revenue	61,993	65,424	496,814	494,259	954,300	(457,486)	52.06%
Lease Revenue and Royalties	479,575	91,168	1,385,041	813,396	1,660,000	(274,959)	83.44%
Park Land Dedication Revenue	24,000	85,350	749,850	1,241,200	-	749,850	0.00%
Total Revenues	1,511,060	1,128,449	7,947,853	7,542,499	11,351,575	(3,403,722)	70.02%
EXPENDITURES:							
Administration	238,096	129,126	1,219,342	1,137,660	1,898,619	679,277	64.22%
Field Operations	188,247	174,867	758,899	638,244	1,406,799	647,900	53.95%
Community Park Operations	110,758	84,307	672,914	633,900	1,212,832	539,918	55.48%
Nature Education Operations	15,863	14,165	119,730	109,189	223,685	103,955	53.53%
Recreational Center	78,812	83,149	663,523	630,431	1,265,529	602,006	52.43%
Neighborhood Park Operations	62,534	68,000	532,421	505,715	903,242	370,821	58.95%
Projects	35,084	21,462	207,807	315,256	792,800	584,993	26.21%
Non-Departmental	195,675	68,861	786,336	415,307	3,448,239	2,661,903	22.80%
Total Expenditures	925,069	643,939	4,960,971	4,385,702	11,151,745	6,190,774	44.49%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	585,991	484,511	2,986,881	3,156,797	199,830	2,787,051	1494.71%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	4,005,644	-	4,969,598	-	-	0.00%
Operating Transfers (Out)	-	(58)	(3,049,142)	(2,208,541)	-	-	0.00%
Cash Reserves	-	-	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premium on Bonds issued	-	-	-	-	-	-	0.00%
Discounts on Bond issued	-	-	-	-	-	-	0.00%
Total Other Financing Sources (Uses)	-	4,005,586	(3,049,142)	2,761,057	-	-	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	585,991	4,490,097	(62,260)	5,917,854			
FUND BALANCE, BEGINNING	16,427,438	12,081,277	17,075,689	10,653,520			
FUND BALANCE, ENDING	$ 17,013,429	$ 16,571,374	$ 17,013,429	$ 16,571,374			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Taxes, Penalties, And Interest	$ 234,654	$ 233,409	$ 1,877,233	$ 1,867,278	$ 2,815,849	$ (938,616)	66.67%
Other Income	-	2,890	10,801	16,401	-	-	0.00%
Total Revenues	234,654	236,299	1,888,034	1,883,679	2,815,849	(938,616)	66.67%
EXPENDITURES:							
Debt Service							
Principal Retirement	-	-	-	-	1,810,000	1,810,000	0.00%
Interest And Fiscal Charges	-	-	505,174	535,358	1,005,849	500,675	50.22%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	-	-	505,174	535,358	2,815,849	2,310,675	17.94%
Excess Of Revenues Over (Under) Expenditures	234,654	236,299	1,382,859	1,348,321			
OTHER FINANCING SOURCES (USES):							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	1,694,887	1,630,219	546,681	518,197			
FUND BALANCE, ENDING	$ 1,929,541	$ 1,866,518	$ 1,929,541	$ 1,866,518			

City of Mansfield, Texas

Comparative Statement of Activities

For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Mansfield Economic Development Corporation	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTEI BUDGET
OPERATING REVENUES:							
Sales Tax Revenue	$ 1,140,787	$ 1,030,912	$ 6,728,484	$ 6,355,777	$11,291,624	$ (4,563,140)	59.59%
Miscellaneous	-	-	653,909	41,002	1,949,280	-	
Total Operating Revenues	1,140,787	1,030,912	7,382,393	6,396,780	13,240,904	(4,563,140)	59.59%
OPERATING EXPENDITURES:							
Administration	98,003	90,882	1,053,775	1,076,822	1,703,190	649,415	61.87%
Promotions	11,325	10,060	28,385	47,911	110,000	81,615	25.80%
Development Plan	445	-	4,851	623	63,000	58,149	7.70%
Projects	4,991,592	152,701	52,987,367	13,062,088	10,874,403	(42,112,964)	487.27%
Non-Departmental	759	759	6,074	6,072	-	(6,074)	
Total Operating Expenditures	5,102,124	254,402	54,080,452	14,193,515	12,750,593	(41,329,859)	424.14%
OPERATING INCOME	(3,961,337)	776,510	(46,698,059)	(7,796,736)	490,311	(45,892,999)	-9524.17%
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	59,186	307,812	993,472	1,707,219	250,000	743,472	397.39%
Reserve	-	-	-	-	-	-	
Bonds issued	-	-	-	79,095,000	-	-	
Interest & fiscal charges/Premiums on bonds issued	-	-	(2,125,613)	356,868	(1,676,541)	(449,072)	
	-	-				-	
Total Nonoperating Revenue	59,186	307,812	(1,132,141)	81,159,088	(1,426,541)	294,400	79.36%
INCOME BEFORE OPERATING TRANSFERS	(3,902,151)	1,084,322	(47,830,201)	73,362,352	(936,230)	(45,598,600)	5108.81%
OPERATING TRANSFERS:							
Operating Transfers In (Out)	-	(26)	(69,348)	(35,241)	936,230	(1,005,578)	-7.41%
CHANGE IN NET ASSETS	(3,902,151)	1,084,296	(47,899,549)	73,327,111			
NET ASSETS, BEGINNING	16,427,763	90,601,978	60,425,161	18,359,163			
NET ASSETS, PROJECTS	- *	-	- *	-			
NET ASSETS, ENDING	$12,525,612	$91,686,274	$12,525,612	$91,686,274			

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

City of Mansfield, Texas

Comparative Budget and Cash Analysis
For the Month and Eight Months Ended May 31, 2026 and 2025 (Unaudited)

Hotel/Motel Occupancy Tax Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Hotel Occupancy Tax	$ 66,506	$ 111,688	$ 623,920	$ 615,208	$ 1,161,500	$ (537,580)	53.72%
Rental of Facilities	2,338	820	6,518	6,635	-	6,518	0.00%
Misc Revenue	-	-	900	12,115		900	0.00%
Interest Income	2,134	6,518	47,450	49,482	-	47,450	0.00%
Total Revenues	70,978	119,026	678,788	683,441	1,161,500	(482,712)	58.44%
EXPENDITURES:							
Mansfield Tourism	38,471	26,106	335,313	347,005	679,972	344,659	49.31%
Farr Best Theater	128	68	549	920	-	(549)	0.00%
Championship Basketball	-	-	-	-	-	-	0.00%
Projects	-	6,825	18,614	13,975	9,000	(9,614)	206.82%
Promotion	3,718	3,040	17,153	11,555	-	(17,153)	0.00%
Reserve	-	-	-	-	472,528	472,528	0.00%
Total Expenditures	42,316	36,038	371,629	373,455	1,161,500	789,871	32.00%
Revenues / (Expenditures)	28,661	82,988	307,159	309,986	-	307,159	
FUND BALANCE, BEGINNING	3,744,877	2,903,934	3,466,379	2,676,936			
FUND BALANCE, ENDING	$ 3,773,538	$ 2,986,922	$ 3,773,538	$ 2,986,922			

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 5/31/2026

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.748	3,260,882.95	3,260,882.95	3,260,882.95	3,260,882.95	N/A	1		1.77
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	4,561.84	4,561.84	4,561.84	4,561.84	N/A	1		0.00
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.748	2,683.79	2,683.79	2,683.79	2,683.79	N/A	1		0.00
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	4,950,134.73	4,950,134.73	4,950,134.73	4,950,134.73	N/A	1		2.68
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	196.45	196.45	196.45	196.45	N/A	1		0.00
Sub Total / Average 1001 - General Fund				**3.599**	**8,218,459.76**	**8,218,459.76**	**8,218,459.76**	**8,218,459.76**		**1**	**0.00**	**4.45**
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	31,586.27	31,586.27	31,586.27	31,586.27	N/A	1		0.02
Sub Total / Average 2003 - Tree Mitigation				**3.500**	**31,586.27**	**31,586.27**	**31,586.27**	**31,586.27**		**1**	**0.00**	**0.02**
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	3.597	700,558.15	700,558.15	700,558.15	700,558.15	N/A	1		0.38
Sub Total / Average 2006 - Hotel				**3.597**	**700,558.15**	**700,558.15**	**700,558.15**	**700,558.15**		**1**	**0.00**	**0.38**
2301 - Mansfield Parks 1/2 Sales Tax												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	1,159,570.93	1,159,570.93	1,159,570.93	1,159,570.93	N/A	1		0.63
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	571,645.69	571,645.69	571,645.69	571,645.69	N/A	1		0.31
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	2,933,319.67	2,933,319.67	2,933,319.67	2,933,319.67	N/A	1		1.59
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax				**3.623**	**4,664,536.29**	**4,664,536.29**	**4,664,536.29**	**4,664,536.29**		**1**	**0.00**	**2.53**
2302 - Mansfield Parks Land Dedication												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	720,534.63	720,534.63	720,534.63	720,534.63	N/A	1		0.39

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	1,277,436.80	1,277,436.80	1,277,436.80	1,277,436.80	N/A	1		0.69
Sub Total / Average 2302 - Mansfield Parks Land Dedication				**3.662**	**4,317,113.31**	**4,317,113.31**	**4,317,113.31**	**4,317,113.31**		**1**	**0.00**	**2.34**
3001 - Equipment Replacement												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.748	2,394,331.51	2,394,331.51	2,394,331.51	2,394,331.51	N/A	1		1.30
Sub Total / Average 3001 - Equipment Replacement				**3.748**	**2,394,331.51**	**2,394,331.51**	**2,394,331.51**	**2,394,331.51**		**1**	**0.00**	**1.30**
3201 - Street Construction												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	3,992,081.25	3,992,081.25	3,992,081.25	3,992,081.25	N/A	1		2.16
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	2,349,847.63	2,349,847.63	2,349,847.63	2,349,847.63	N/A	1		1.27
Sub Total / Average 3201 - Street Construction				**3.593**	**8,661,070.76**	**8,661,070.76**	**8,661,070.76**	**8,661,070.76**		**1**	**0.00**	**4.69**
3202 - Streets Construction												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.748	3,504,760.51	3,504,760.51	3,504,760.51	3,504,760.51	N/A	1		1.90
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.748	0.03	0.03	0.03	0.03	N/A	1		0.00
Sub Total / Average 3202 - Streets Construction				**3.748**	**3,504,760.54**	**3,504,760.54**	**3,504,760.54**	**3,504,760.54**		**1**	**0.00**	**1.90**
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	3.748	12,320,277.22	12,320,277.22	12,320,277.22	12,320,277.22	N/A	1		6.67
Sub Total / Average 3218 Issue 2022A - Streets				**3.748**	**12,320,277.22**	**12,320,277.22**	**12,320,277.22**	**12,320,277.22**		**1**	**0.00**	**6.67**
3301 - Public Art												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.748	1,527,335.44	1,527,335.44	1,527,335.44	1,527,335.44	N/A	1		0.83
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	9/1/2024	3.748	370,834.28	370,834.28	370,834.28	370,834.28	N/A	1		0.20
Sub Total / Average 3301 - Public Art				**3.748**	**1,898,169.72**	**1,898,169.72**	**1,898,169.72**	**1,898,169.72**		**1**	**0.00**	**1.03**
3401 - Building Construction												
CLASS LGIP	CLASS-CO2025	Local Government	1/8/2025	3.748	68,226,007.34	68,226,007.34	68,226,007.34	68,226,007.34	N/A	1		36.95

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
		Investment Pool										
Sub Total / Average 3401 - Building Construction				**3.748**	**68,226,007.34**	**68,226,007.34**	**68,226,007.34**	**68,226,007.34**		**1**	**0.00**	**36.95**
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.748	3,130,824.67	3,130,824.67	3,130,824.67	3,130,824.67	N/A	1		1.70
Sub Total / Average 3412 - ACO/Service Center				**3.748**	**3,130,824.67**	**3,130,824.67**	**3,130,824.67**	**3,130,824.67**		**1**	**0.00**	**1.70**
3608 - LINEAR PARK TRAIL												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26
CLASS LGIP	CLASS-GO2025	Local Government Investment Pool	1/8/2025	3.748	2,782,583.20	2,782,583.20	2,782,583.20	2,782,583.20	N/A	1		1.51
Sub Total / Average 3608 - LINEAR PARK TRAIL				**3.748**	**5,101,725.08**	**5,101,725.08**	**5,101,725.08**	**5,101,725.08**		**1**	**0.00**	**2.76**
3901 - TIF												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.748	28,948.44	28,948.44	28,948.44	28,948.44	N/A	1		0.02
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.748	962,709.92	962,709.92	962,709.92	962,709.92	N/A	1		0.52
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.748	-167,817.64	-167,817.64	-167,817.64	-167,817.64	N/A	1		-0.09
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	2,126.52	2,126.52	2,126.52	2,126.52	N/A	1		0.00
Sub Total / Average 3901 - TIF				**3.747**	**825,967.24**	**825,967.24**	**825,967.24**	**825,967.24**		**1**	**0.00**	**0.45**
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	529,091.27	529,091.27	529,091.27	529,091.27	N/A	1		0.29
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	64,680.60	64,680.60	64,680.60	64,680.60	N/A	1		0.04
Sub Total / Average 4001 - Debt Services				**3.511**	**593,771.87**	**593,771.87**	**593,771.87**	**593,771.87**		**1**	**0.00**	**0.32**
4501 - Economic Development												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	6,957,425.77	6,957,425.77	6,957,425.77	6,957,425.77	N/A	1		3.77
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.748	4,797,038.36	4,797,038.36	4,797,038.36	4,797,038.36	N/A	1		2.60
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	180,725.93	180,725.93	180,725.93	180,725.93	N/A	1		0.10
TexStar LGIP	TEXSTAR	Local Government	11/2/2012	3.597	1,000,530.50	1,000,530.50	1,000,530.50	1,000,530.50	N/A	1		0.54

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
		Investment Pool										
Sub Total / Average 4501 - Economic Development				**3.733**	**12,935,720.56**	**12,935,720.56**	**12,935,720.56**	**12,935,720.56**		**1**	**0.00**	**7.00**
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	278,143.72	278,143.72	278,143.72	278,143.72	N/A	1		0.15
Sub Total / Average 4502 - MEDC I&S Fund				**3.597**	**278,143.72**	**278,143.72**	**278,143.72**	**278,143.72**		**1**	**0.00**	**0.15**
4507 - MEDC Construction Fund												
TEXSTAR LGIP	TEXSTAR-EDC25TE	Local Government Investment Pool	1/8/2025	3.597	3,874,668.55	3,874,668.55	3,874,668.55	3,874,668.55	N/A	1		2.10
TEXSTAR LGIP	TEXSTAR-EDC25TA	Local Government Investment Pool	1/8/2025	3.597	278,162.00	278,162.00	278,162.00	278,162.00	N/A	1		0.15
Sub Total / Average 4507 - MEDC Construction Fund				**3.597**	**4,152,830.55**	**4,152,830.55**	**4,152,830.55**	**4,152,830.55**		**1**	**0.00**	**2.25**
5101 - Drainage Utility Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	1,197,620.29	1,197,620.29	1,197,620.29	1,197,620.29	N/A	1		0.65
Sub Total / Average 5101 - Drainage Utility Fund				**3.697**	**3,516,762.17**	**3,516,762.17**	**3,516,762.17**	**3,516,762.17**		**1**	**0.00**	**1.90**
5201 - Water & Sewer												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.748	2,931,112.96	2,931,112.96	2,931,112.96	2,931,112.96	N/A	1		1.59
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.748	5,996,297.86	5,996,297.86	5,996,297.86	5,996,297.86	N/A	1		3.25
Nations Funds MM	MF0008	Money Market	10/25/1999	3.500	5,141.29	5,141.29	5,141.29	5,141.29	N/A	1		0.00
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.597	4,070.96	4,070.96	4,070.96	4,070.96	N/A	1		0.00
Sub Total / Average 5201 - Water & Sewer				**3.747**	**8,936,623.07**	**8,936,623.07**	**8,936,623.07**	**8,936,623.07**		**1**	**0.00**	**4.84**
5211 - Revenue Bond Reserve												
Nations Funds MM	MF0008	Money Market	4/11/2012	3.500	3,573,278.17	3,573,278.17	3,573,278.17	3,573,278.17	N/A	1		1.93
Sub Total / Average 5211 - Revenue Bond Reserve				**3.500**	**3,573,278.17**	**3,573,278.17**	**3,573,278.17**	**3,573,278.17**		**1**	**0.00**	**1.93**
5224 - Utility WTP												
LOGIC LGIP	LOGIC-WS2024	Local Government	1/10/2024	3.748	26,684,481.70	26,684,481.70	26,684,481.70	26,684,481.70	N/A	1		14.45

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
		Investment Pool										
Sub Total / Average 5224 - Utility WTP				**3.748**	**26,684,481.70**	**26,684,481.70**	**26,684,481.70**	**26,684,481.70**		**1**	**0.00**	**14.45**
Total / Average				**3.717**	**184,666,999.67**	**184,666,999.67**	**184,666,999.67**	**184,666,999.67**		**1**	**0.00**	**100**

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 5/31/2026

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
CLASS												
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	1,527,335.44	1,527,335.44	1,527,335.44	1,527,335.44	N/A	1		0.83	3301 - Public Art
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	68,226,007.34	68,226,007.34	68,226,007.34	68,226,007.34	N/A	1		36.95	3401 - Building Construction
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	3,260,882.95	3,260,882.95	3,260,882.95	3,260,882.95	N/A	1		1.77	1001 - General Fund
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	28,948.44	28,948.44	28,948.44	28,948.44	N/A	1		0.02	3901 - TIF
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	2,394,331.51	2,394,331.51	2,394,331.51	2,394,331.51	N/A	1		1.30	3001 - Equipment Replacement
CLASS LGIP	CLASS-CO2025	1/8/2025	3.748	3,504,760.51	3,504,760.51	3,504,760.51	3,504,760.51	N/A	1		1.90	3202 - Streets Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	2,931,112.96	2,931,112.96	2,931,112.96	2,931,112.96	N/A	1		1.59	5201 - Water & Sewer
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26	3201 - Street Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	4,561.84	4,561.84	4,561.84	4,561.84	N/A	1		0.00	1001 - General Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	6,957,425.77	6,957,425.77	6,957,425.77	6,957,425.77	N/A	1		3.77	4501 - Economic Development
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26	2302 - Mansfield Parks Land Dedication
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26	5101 - Drainage Utility Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	2,319,141.88	2,319,141.88	2,319,141.88	2,319,141.88	N/A	1		1.26	3608 - LINEAR PARK TRAIL
CLASS LGIP	CLASS-GENOP	5/11/2023	3.748	1,159,570.93	1,159,570.93	1,159,570.93	1,159,570.93	N/A	1		0.63	2301 - Mansfield Parks 1/2 Sales Tax
CLASS LGIP	CLASS-GO2025	1/8/2025	3.748	2,782,583.20	2,782,583.20	2,782,583.20	2,782,583.20	N/A	1		1.51	3608 - LINEAR PARK TRAIL
Sub Total / Average CLASS			**3.748**	**102,054,088.41**	**102,054,088.41**	**102,054,088.41**	**102,054,088.41**		**1**	**0.00**	**55.26**	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	3.748	5,996,297.86	5,996,297.86	5,996,297.86	5,996,297.86	N/A	1		3.25	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	3.748	2,683.79	2,683.79	2,683.79	2,683.79	N/A	1		0.00	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	3.748	4,797,038.36	4,797,038.36	4,797,038.36	4,797,038.36	N/A	1		2.60	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	3.748	962,709.92	962,709.92	962,709.92	962,709.92	N/A	1		0.52	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.748	-167,817.64	-167,817.64	-167,817.64	-167,817.64	N/A	1		-0.09	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.748	3,130,824.67	3,130,824.67	3,130,824.67	3,130,824.67	N/A	1		1.70	3412 - ACO/Service Center

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.748	0.03	0.03	0.03	0.03	N/A	1		0.00	3202 - Streets Construction
LOGIC LGIP	LOGIC-CO2024	9/1/2024	3.748	370,834.28	370,834.28	370,834.28	370,834.28	N/A	1		0.20	3301 - Public Art
LOGIC LGIP	LOGIC-WS2024	1/10/2024	3.748	26,684,481.70	26,684,481.70	26,684,481.70	26,684,481.70	N/A	1		14.45	5224 - Utility WTP
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	3.748	12,320,277.22	12,320,277.22	12,320,277.22	12,320,277.22	N/A	1		6.67	3218 Issue 2022A - Streets
Sub Total / Average LOGIC			**3.748**	**54,097,330.19**	**54,097,330.19**	**54,097,330.19**	**54,097,330.19**		**1**	**0.00**	**29.29**	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	3.500	5,141.29	5,141.29	5,141.29	5,141.29	N/A	1		0.00	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	3.500	3,992,081.25	3,992,081.25	3,992,081.25	3,992,081.25	N/A	1		2.16	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	3.500	4,950,134.73	4,950,134.73	4,950,134.73	4,950,134.73	N/A	1		2.68	1001 - General Fund
Nations Funds MM	MF0008	10/25/1999	3.500	180,725.93	180,725.93	180,725.93	180,725.93	N/A	1		0.10	4501 - Economic Development
Nations Funds MM	MF0008	10/25/1999	3.500	31,586.27	31,586.27	31,586.27	31,586.27	N/A	1		0.02	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	3.500	529,091.27	529,091.27	529,091.27	529,091.27	N/A	1		0.29	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	3.500	720,534.63	720,534.63	720,534.63	720,534.63	N/A	1		0.39	2302 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	10/25/1999	3.500	571,645.69	571,645.69	571,645.69	571,645.69	N/A	1		0.31	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	4/11/2012	3.500	3,573,278.17	3,573,278.17	3,573,278.17	3,573,278.17	N/A	1		1.93	5211 - Revenue Bond Reserve
Sub Total / Average Nations Funds			**3.500**	**14,554,219.23**	**14,554,219.23**	**14,554,219.23**	**14,554,219.23**		**1**	**0.00**	**7.88**	
TEXSTAR												
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.597	3,874,668.55	3,874,668.55	3,874,668.55	3,874,668.55	N/A	1		2.10	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.597	278,162.00	278,162.00	278,162.00	278,162.00	N/A	1		0.15	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	278,143.72	278,143.72	278,143.72	278,143.72	N/A	1		0.15	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	4,070.96	4,070.96	4,070.96	4,070.96	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,349,847.63	2,349,847.63	2,349,847.63	2,349,847.63	N/A	1		1.27	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.597	196.45	196.45	196.45	196.45	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,000,530.50	1,000,530.50	1,000,530.50	1,000,530.50	N/A	1		0.54	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,126.52	2,126.52	2,126.52	2,126.52	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.597	64,680.60	64,680.60	64,680.60	64,680.60	N/A	1		0.04	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,277,436.80	1,277,436.80	1,277,436.80	1,277,436.80	N/A	1		0.69	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,197,620.29	1,197,620.29	1,197,620.29	1,197,620.29	N/A	1		0.65	5101 - Drainage

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
												Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,933,319.67	2,933,319.67	2,933,319.67	2,933,319.67	N/A	1		1.59	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/30/2014	3.597	700,558.15	700,558.15	700,558.15	700,558.15	N/A	1		0.38	2006 - Hotel
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.597	3,874,668.55	3,874,668.55	3,874,668.55	3,874,668.55	N/A	1		2.10	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.597	278,162.00	278,162.00	278,162.00	278,162.00	N/A	1		0.15	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	278,143.72	278,143.72	278,143.72	278,143.72	N/A	1		0.15	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	4,070.96	4,070.96	4,070.96	4,070.96	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,349,847.63	2,349,847.63	2,349,847.63	2,349,847.63	N/A	1		1.27	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.597	196.45	196.45	196.45	196.45	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,000,530.50	1,000,530.50	1,000,530.50	1,000,530.50	N/A	1		0.54	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,126.52	2,126.52	2,126.52	2,126.52	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.597	64,680.60	64,680.60	64,680.60	64,680.60	N/A	1		0.04	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,277,436.80	1,277,436.80	1,277,436.80	1,277,436.80	N/A	1		0.69	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,197,620.29	1,197,620.29	1,197,620.29	1,197,620.29	N/A	1		0.65	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,933,319.67	2,933,319.67	2,933,319.67	2,933,319.67	N/A	1		1.59	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/30/2014	3.597	700,558.15	700,558.15	700,558.15	700,558.15	N/A	1		0.38	2006 - Hotel
Sub Total / Average TEXSTAR			**3.597**	**13,961,361.84**	**13,961,361.84**	**13,961,361.84**	**13,961,361.84**		**1**	**0.00**	**7.56**	

TexStar

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.597	3,874,668.55	3,874,668.55	3,874,668.55	3,874,668.55	N/A	1		2.10	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.597	278,162.00	278,162.00	278,162.00	278,162.00	N/A	1		0.15	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	278,143.72	278,143.72	278,143.72	278,143.72	N/A	1		0.15	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	4,070.96	4,070.96	4,070.96	4,070.96	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,349,847.63	2,349,847.63	2,349,847.63	2,349,847.63	N/A	1		1.27	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.597	196.45	196.45	196.45	196.45	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,000,530.50	1,000,530.50	1,000,530.50	1,000,530.50	N/A	1		0.54	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,126.52	2,126.52	2,126.52	2,126.52	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.597	64,680.60	64,680.60	64,680.60	64,680.60	N/A	1		0.04	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,277,436.80	1,277,436.80	1,277,436.80	1,277,436.80	N/A	1		0.69	2302 - Mansfield

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
												Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,197,620.29	1,197,620.29	1,197,620.29	1,197,620.29	N/A	1		0.65	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,933,319.67	2,933,319.67	2,933,319.67	2,933,319.67	N/A	1		1.59	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/30/2014	3.597	700,558.15	700,558.15	700,558.15	700,558.15	N/A	1		0.38	2006 - Hotel
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.597	3,874,668.55	3,874,668.55	3,874,668.55	3,874,668.55	N/A	1		2.10	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.597	278,162.00	278,162.00	278,162.00	278,162.00	N/A	1		0.15	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	278,143.72	278,143.72	278,143.72	278,143.72	N/A	1		0.15	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	4,070.96	4,070.96	4,070.96	4,070.96	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,349,847.63	2,349,847.63	2,349,847.63	2,349,847.63	N/A	1		1.27	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.597	196.45	196.45	196.45	196.45	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,000,530.50	1,000,530.50	1,000,530.50	1,000,530.50	N/A	1		0.54	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,126.52	2,126.52	2,126.52	2,126.52	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.597	64,680.60	64,680.60	64,680.60	64,680.60	N/A	1		0.04	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,277,436.80	1,277,436.80	1,277,436.80	1,277,436.80	N/A	1		0.69	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.597	1,197,620.29	1,197,620.29	1,197,620.29	1,197,620.29	N/A	1		0.65	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.597	2,933,319.67	2,933,319.67	2,933,319.67	2,933,319.67	N/A	1		1.59	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/30/2014	3.597	700,558.15	700,558.15	700,558.15	700,558.15	N/A	1		0.38	2006 - Hotel
Sub Total / Average TexStar			**3.597**	**13,961,361.84**	**13,961,361.84**	**13,961,361.84**	**13,961,361.84**		**1**	**0.00**	**7.56**	
Total / Average			**3.717**	**184,666,999.67**	**184,666,999.67**	**184,666,999.67**	**184,666,999.67**		**1**	**0.00**	**100**	

CITY OF MANSFIELD, TEXAS **FISCAL YEAR 2026**
SALES TAX REPORT

CITYWIDE SALES TAX ($0.02)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 3,332,637	$ 3,373,427	$ 40,790	1.22%
November (PY)	$ 3,750,971	$ 3,986,637	$ 235,666	6.28%
December (PY)	$ 3,329,564	$ 3,592,943	$ 263,379	7.91%
January	$ 3,403,452	$ 3,386,035	$ (17,417)	-0.51%
February	$ 4,948,962	$ 4,908,132	$ (40,830)	-0.83%
March	$ 3,036,058	$ 3,232,622	$ 196,564	6.47%
April	$ 2,769,420	$ 3,180,744	$ 411,324	14.85%
May	$ 4,114,930	$ 4,554,786	$ 439,856	10.69%
June	$ 3,355,861			
July	$ 3,506,277			
August	$ 4,107,825			
September	$ 3,638,055			
Total	**$ 43,294,012**	**$ 30,215,326**	**$ 1,529,332**	**3.53%**

CITY OF MANSFIELD, TEXAS **FISCAL YEAR 2026**
SALES TAX REPORT

GENERAL FUND ($0.01)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 1,666,319	$ 1,686,713	$ 20,395	1.22%
November (PY)	$ 1,875,486	$ 1,993,319	$ 117,833	6.28%
December (PY)	$ 1,664,782	$ 1,796,471	$ 131,689	7.91%
January	$ 1,701,726	$ 1,693,018	$ (8,708)	-0.51%
February	$ 2,474,481	$ 2,454,066	$ (20,415)	-0.83%
March	$ 1,518,029	$ 1,616,311	$ 98,282	6.47%
April	$ 1,384,710	$ 1,590,372	$ 205,662	14.85%
May	$ 2,057,465	$ 2,277,393	$ 219,928	10.69%
June	$ 1,677,930			
July	$ 1,753,138			
August	$ 2,053,912			
September	$ 1,819,027			
Total	**$ 21,647,006**	**$ 15,107,663**	**$ 764,666**	**3.53%**

CITY OF MANSFIELD, TEXAS **FISCAL YEAR 2026**
SALES TAX REPORT

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND ($0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 833,159	$ 843,357	$ 10,197	1.22%
November (PY)	$ 937,743	$ 996,659	$ 58,917	6.28%
December (PY)	$ 832,391	$ 898,236	$ 65,845	7.91%
January	$ 850,863	$ 846,509	$ (4,354)	-0.51%
February	$ 1,237,241	$ 1,227,033	$ (10,207)	-0.83%
March	$ 759,015	$ 808,156	$ 49,141	6.47%
April	$ 692,355	$ 795,186	$ 102,831	14.85%
May	$ 1,028,733	$ 1,138,696	$ 109,964	10.69%
June	$ 838,965			
July	$ 876,569			
August	$ 1,026,956			
September	$ 909,514			
Total	**$ 10,823,503**	**$ 7,553,832**	**$ 382,333**	**3.53%**

CITY OF MANSFIELD, TEXAS **FISCAL YEAR 2026**
SALES TAX REPORT

MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION FUND ($0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 833,159	$ 843,357	$ 10,197	1.22%
November (PY)	$ 937,743	$ 996,659	$ 58,917	6.28%
December (PY)	$ 832,391	$ 898,236	$ 65,845	7.91%
January	$ 850,863	$ 846,509	$ (4,354)	-0.51%
February	$ 1,237,241	$ 1,227,033	$ (10,207)	-0.83%
March	$ 759,015	$ 808,156	$ 49,141	6.47%
April	$ 692,355	$ 795,186	$ 102,831	14.85%
May	$ 1,028,733	$ 1,138,696	$ 109,964	10.69%
June	$ 838,965			
July	$ 876,569			
August	$ 1,026,956			
September	$ 909,514			
Total	**$ 10,823,503**	**$ 7,553,832**	**$ 382,333**	**3.53%**

City of Mansfield
Staff Report

Item ID: 26-2356

Agenda Date: July 13, 2026

Title

26-2356: Ordinance - An Ordinance of The City of Mansfield, Texas, Amending Chapter 158, “Standards, Registration, and Inspection Requirements For Multi-Family Dwelling Complexes,” of Title XV, “Land Usage,” of the Code of Mansfield, Texas, By Revising Section 158.011 “Registration Required For Multi-Family Dwelling Complexes and Lodging Establishments”, 158.012 “License Fees Required For Multi-Family Dwelling Complexes and Lodging Establishments”, and Section 158.013 “Inspection By Regulatory Compliance Department”; Adding Section 158.013A "Non-Compliance Status and Administrative Enforcement"; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violation; Providing a Savings Clause; Providing For Publication As Required By Law; and Providing an Effective Date

Description/History

Chapter 158 of the Code of Mansfield establishes registration, inspection, and compliance requirements for multi-family dwelling complexes and lodging establishments. Since implementation of the Multifamily and Lodging Inspection Program in 2022, staff has identified several administrative and enforcement provisions that would benefit from clarification and enhancement to improve compliance and program effectiveness.

This ordinance amends existing registration, fee, and inspection provisions to clarify violations related to registration, fee payment, and garbage collection requirements. The ordinance also creates a new Non-Compliance Status designation that provides an administrative enforcement tool for properties that repeatedly fail to meet program requirements but do not warrant probationary status, suspension, or revocation. The new process establishes notice requirements, corrective actions, increased inspection oversight, and escalation procedures for continued non-compliance.

Strategic Initiative

Provide a Safe Community
Focus on the Future

Recommendation

Approve the ordinance amending Chapter 158 to strengthen administrative enforcement tools and improve compliance with the City's multifamily and lodging inspection program requirements.

Funding Source

N/A

Prepared By

Nicolette Ricciuti, Director of Regulatory Compliance - (817) 276-4264

ORDINANCE NO. ____________________

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 158, "STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES," OF TITLE XV, "LAND USAGE," OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 158.011 "REGISTRATION REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS", 158.012 "LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS", AND SECTION 158.013 "INSPECTION BY REGULATORY COMPLIANCE DEPARTMENT"; ADDING SECTION 158.013A "NON-COMPLIANCE STATUS AND ADMINISTRATIVE ENFORCEMENT"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council has previously adopted regulations regarding standards, registration, and inspection requirements for multi-family dwelling complexes; and,

WHEREAS, the City desires to revise Sections 158.011, 158.012, and 158.013, and to add Section 158.013A of the Code of Mansfield; and,

WHEREAS, the City Council believes it is in the best interest of the public to amend said regulations to update the definitions, procedures, and requirements applicable to multi-family dwelling complexes and lodging establishments.

NOW, THEREFORE, BE IT ORDAINED 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.

Section 158.011, "Registration Required for Multi-Family Dwelling Complexes and Lodging Establishments" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**§ 158.011 REGISTRATION REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.**

(F) The registration shall be on a form prescribed by the Regulatory Compliance Department, and such form shall, at a minimum, contain the following information about the multifamily dwelling complex or lodging establishment:

(10) A landlord commits an offense if the landlord operates a multifamily dwelling complex or lodging establishment which is not currently registered with the city under the provisions of this chapter. The submission of a complete annual registration form and payment of all applicable fees are required for valid and current registrations."

SECTION 3.

Section 158.012, "License Fees Required for Multi-Family Dwelling Complexes and Lodging Establishments" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**§ 158.012 LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.**

(I) Late fees shall be assessed for inspection or administrative fees that are not paid by their due date. Failure to pay inspection or administrative fees is a violation of this chapter."

(II)

SECTION 4.

Section 158.013, "Inspection by Regulatory Compliance Department" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**§ 158.013 INSPECTION BY REGULATORY COMPLIANCE DEPARTMENT.**

(A) The Regulatory Compliance Department may conduct:

(38) Garbage and recycling. Garbage and recycling containers shall be placed for collection in accordance with Code of Mansfield, Texas, Chapter 50 Solid Waste Management. An owner, landlord, owner's authorized agent, landlord's authorized agent, property manager, or occupant shall not allow garbage, garbage containers, recycling, recycling containers, trash, rubbish, or brush to be placed at the curb or other collection area outside the approved pickup schedule. The department may remove, or cause to be removed, the condition or conditions which exist on such premises which fail to comply with this subsection. A statement of costs incurred by the Regulatory Compliance Department to abate such conditions may be charged to the owner of the premises."

(39)

SECTION 5.

Section 158.013A, "Non-Compliance Status and Administrative Enforcement" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby added to read as follows:

"**§ 158.013A NON-COMPLIANCE STATUS AND ADMINISTRATIVE ENFORCEMENT.**

(A) The Regulatory Compliance Department may place a multi-family dwelling or lodging establishment into "Non-Compliance Status" for administrative or repeat non-life safety violations. The issuance of Non-Compliance Status is intended to address persistent non-compliance that does not warrant Probationary Status, Suspension, or Revocation of Registration as further established under 158.014 of this Code, but demonstrates a failure to timely meet the other requirements of Chapter 158.

(B) Grounds for Non-Compliance Status.
(a) The Regulatory Compliance Department may place a property in Non-Compliance Status if one or more of the following conditions exist:
(b) Failure to correct a violation that does not constitute an immediate threat to health or safety within the time specified in a notice of violation;
(c) Repeat violations of the same or similar non-life-safety provision within a two (2) year period;
(d) Failure to pay required inspection, registration, reinspection, or administrative fees within thirty (30) days of invoice;
(e) Failure to schedule or allow required inspections within the time prescribed by the department.

(C) Notice.
(1) The department shall provide written notice of Non-Compliance Status to the owner or operator.
(2) The notice shall:
(a) Identify the basis for the Non-Compliance Status;
(b) Specify required corrective actions; and
(c) Provide deadlines for compliance.

(D) Requirements and restrictions.
While in Non-Compliance Status, the property shall be subject to the following:
(1) Increased reinspection frequency as determined by the department;
(2) Assessment of reinspection or administrative fees as provided in the Master Fee Schedule adopted by City Council, as amended from time to time;
(3) Requirement to submit a corrective action plan for repeat violations upon request;
(4) Ineligibility to renew registration or obtain additional permits or approvals until all outstanding violations and fees are resolved.

(E) Duration and removal.
(1) A property shall remain in Non-Compliance Status until:
(a) All identified violations are corrected and verified by the department; and
(b) All outstanding fees are paid in full; and
(c) No repeat violations occur for a period of ninety (90) consecutive days.
(2) The department shall issue written notice upon removal from Non-Compliance Status.

(F) Escalation.
(1) Failure to comply with the requirements of this section may result in the property being placed on Probationary Status pursuant to § 158.014.
(2) Repeated placement in Non-Compliance Status within a twelve (12) month period may be considered evidence of habitual noncompliance and grounds for Probationary Status.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 158 of Title XV the Code of Ordinances, City of Mansfield, Texas, or any other ordinances affecting standards, registration, and inspection requirements for multi-family dwelling complexes that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City’s charter.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

APPROVED AS TO FORM:

____
Victor Flores, City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 158, "STANDARDS, REGISTRATION, AND INSPECTION REQUIREMENTS FOR MULTI-FAMILY DWELLING COMPLEXES," OF TITLE XV, "LAND USAGE," OF THE CODE OF MANSFIELD, TEXAS, BY REVISING SECTION 158.011 "REGISTRATION REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS", 158.012 "LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS", AND SECTION 158.013 "INSPECTION BY REGULATORY COMPLIANCE DEPARTMENT"; ADDING SECTION 158.013A "NON-COMPLIANCE STATUS AND ADMINISTRATIVE ENFORCEMENT"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has previously adopted regulations regarding standards, registration, and inspection requirements for multi-family dwelling complexes; and

WHEREAS, the City desires to revise Sections 158.011, 158.012, and 158.013, and to add Section 158.013A of the Code of Mansfield; and

WHEREAS, the City Council believes it is in the best interest of the public to amend said regulations to update the definitions, procedures, and requirements applicable to multi-family dwelling complexes and lodging establishments.

NOW, THEREFORE, BE IT ORDAINED 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.

Section 158.011, "Registration Required for Multi-Family Dwelling Complexes and Lodging Establishments" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**§ 158.011 REGISTRATION REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.**

(F) The registration shall be on a form prescribed by the Regulatory Compliance Department, and such form shall, at a minimum, contain the following information about the multifamily dwelling complex or lodging establishment:

(10) A landlord commits an offense if the landlord ~~knowingly~~ operates a multifamily dwelling complex or lodging establishment which is not currently registered with the city under the provisions of this chapter~~section~~. The submission of a complete annual registration form and payment of all applicable fees are required for valid and current registrations."

SECTION 3.

Section 158.012, "License Fees Required for Multi-Family Dwelling Complexes and Lodging Establishments" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"§ 158.012 LICENSE FEES REQUIRED FOR MULTI-FAMILY DWELLING COMPLEXES AND LODGING ESTABLISHMENTS.

(I) Late fees shall be assessed for inspection or administrative fees that are not paid by their due date. Failure to pay inspection or administrative fees is a violation of this chapter."

SECTION 4.

Section 158.013, "Inspection by Regulatory Compliance Department" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"§ 158.013 INSPECTION BY REGULATORY COMPLIANCE DEPARTMENT.

(A) The Regulatory Compliance Department may conduct:

(38) Garbage and recycling. Garbage and recycling containers shall be placed for collection in accordance with Code of Mansfield, Texas, Chapter 50 Solid Waste Management. An owner, landlord, owner's authorized agent, landlord's authorized agent, property manager, or occupant shall not allow garbage, garbage containers, recycling, recycling containers, trash, rubbish, or brush to be placed at the curb or other collection area outside the approved pickup schedule. The department may remove, or cause to be removed, the condition or conditions which exist on such premises which fail to comply with this subsection. A statement of costs incurred by the Regulatory Compliance Department to abate such conditions may be charged to the owner of the premises."

SECTION 5.

Section 158.013A, "Non-Compliance Status and Administrative Enforcement" of Chapter 158, "Standards, Registration, and Inspection Requirements for Multi-Family Dwelling Complexes," of Title XV, "Land Usage," of the Code of Mansfield, Texas, is hereby added to read as follows:

“§ 158.013A NON-COMPLIANCE STATUS AND ADMINISTRATIVE ENFORCEMENT.

(A) The Regulatory Compliance Department may place a multi-family dwelling or lodging establishment into “Non-Compliance Status” for administrative or repeat non-life safety violations. The issuance of Non-Compliance Status is intended to address persistent non-compliance that does not warrant Probationary Status, Suspension, or Revocation of Registration as further established under 158.014 of this Code, but demonstrates a failure to timely meet the other requirements of Chapter 158.

(B) Grounds for Non-Compliance Status.
- (a) The Regulatory Compliance Department may place a property in Non-Compliance Status if one or more of the following conditions exist:
- (b) Failure to correct a violation that does not constitute an immediate threat to health or safety within the time specified in a notice of violation;
- (c) Repeat violations of the same or similar non-life-safety provision within a two (2) year period;
- (d) Failure to pay required inspection, registration, reinspection, or administrative fees within thirty (30) days of invoice;
- (e) Failure to schedule or allow required inspections within the time prescribed by the department.

(C) Notice.
- (1) The department shall provide written notice of Non-Compliance Status to the owner or operator.
- (2) The notice shall:
  - (a) Identify the basis for the Non-Compliance Status;
  - (b) Specify required corrective actions; and
  - (c) Provide deadlines for compliance.

(D) Requirements and restrictions.
While in Non-Compliance Status, the property shall be subject to the following:
- (1) Increased reinspection frequency as determined by the department;
- (2) Assessment of reinspection or administrative fees as provided in the Master Fee Schedule adopted by City Council, as amended from time to time;
- (3) Requirement to submit a corrective action plan for repeat violations upon request;
- (4) Ineligibility to renew registration or obtain additional permits or approvals until all outstanding violations and fees are resolved.

(E) Duration and removal.
- (1) A property shall remain in Non-Compliance Status until:
  - (a) All identified violations are corrected and verified by the department; and
  - (b) All outstanding fees are paid in full; and
  - (c) No repeat violations occur for a period of ninety (90) consecutive days.

(2) The department shall issue written notice upon removal from Non-Compliance Status.

(F) Escalation.

(1) Failure to comply with the requirements of this section may result in the property being placed on Probationary Status pursuant to § 158.014.

(2) Repeated placement in Non-Compliance Status within a twelve (12) month period may be considered evidence of habitual noncompliance and grounds for Probationary Status.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 158 of Title XV the Code of Ordinances, City of Mansfield, Texas, or any other ordinances affecting standards, registration, and inspection requirements for multi-family dwelling complexes that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

SECTION 11.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS_____ DAY OF____________________, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
Victor Flores, City Attorney

City of Mansfield
Staff Report

Item ID: 26-2357

Agenda Date: July 13, 2026

Title

26-2357: Ordinance - An Ordinance of The City Of Mansfield, Texas, Amending Section 94.02 “Definitions”, Section 94.03 “Regulations, Permits, And Preoperational Inspections”, Section 94.10 "Physical Facilities", Section 94.17 "Mobile Food Vendors", and Repealing and Replacing Section 94.18 "Types of Mobile Food Vendors," of Chapter 94, “Food Establishment Regulations,” of Title IX “General Regulations” of the Code of Mansfield, Texas; Revising Compliance Standards For Mobile Food Units; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing an Effective Date

Description/History

During the 89th Regular Session, the Texas Legislature adopted House Bill 2844, creating a statewide licensing program for mobile food vendors through the Texas Department of State Health Services (DSHS). The legislation prohibits local health authorities from requiring separate local health permits for mobile food vendors operating within their jurisdictions.

This ordinance amends Chapter 94 of the Code of Mansfield to align local regulations with state law. The amendments update definitions, remove local health permitting requirements that are preempted by state law, revise inspection and operational requirements, and clarify the City's continuing authority related to fire inspections, zoning compliance, special events, and operational standards. The ordinance also repeals and replaces Section 94.18 to focus specifically on regulations applicable to ice cream trucks.

Strategic Initiative

Provide a Safe Community
Develop Strong Economy

Recommendation

Approve the ordinance amending Chapter 94 to ensure compliance with state law.

Funding Source

N/A

Prepared By

Nicolette Ricciuti, Director of Regulatory Compliance - (817) 276-4264

ORDINANCE NO. ______________________

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 94.02 "DEFINITIONS", SECTION 94.03 "REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS", SECTION 94.10 "PHYSICAL FACILITIES", SECTION 94.17 "MOBILE FOOD VENDORS", AND REPEALING AND REPLACING SECTION 94.18 "TYPES OF MOBILE FOOD VENDORS", OF CHAPTER 94, "FOOD ESTABLISHMENT REGULATIONS," OF TITLE IX "GENERAL REGULATIONS" OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR MOBILE FOOD UNITS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City has previously adopted regulations regarding food service sanitation; and,

WHEREAS, House Bill 2844 was enacted during the 89th Regular Legislative Session of the State of Texas, amending Subtitle A, Title 6, Texas Health and Safety Code, Chapter 437B "Mobile Food Vendors", to require mobile food vendors to receive a license from the State in order to operate in Texas; and,

WHEREAS, the amendments to Subtitle A, Title 6, Texas Health and Safety Code, Chapter 437B "Mobile Food Vendors" also prohibit local jurisdictions from requiring a separate local health permit for mobile food vendors to operate within their jurisdiction; and,

WHEREAS, the City desires to revise Sections 94.02, 94.03, 94.10, 94.17, and 94.18 of the Code of Mansfield to ensure consistency with the regulations enacted by the State of Texas; and,

WHEREAS, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, as set forth below.

NOW, THEREFORE, BE IT ORDAINED 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.

Section 94.02 "Definitions," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.02 Definitions.**
MOBILE FOOD VENDOR. A vehicle mounted, self- or otherwise-propelled, self-contained food service operation, designed to be readily moveable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. MOBILE FOOD VENDORS must completely maintain their mobility at all times. MOBILE FOOD VENDOR does not include a stand or a booth. A roadside food vendor and pushcart may be licensed as MOBILE FOOD VENDORS. The terms MOBILE FOOD VENDOR (MFV) and MOBILE FOOD UNIT (MFU) may be used interchangeably.

…

PUSHCART. A non-self-propelled food vending vehicle limited to serving foods requiring a limited amount of preparation as authorized by Tex. Admin. Code Title 25, Ch. 226 and readily moveable by one or two people. A pushcart is classified as a MOBILE FOOD VENDOR. A pushcart does not include non-self-propelled units owned and operated within a retail food store. This type of vehicle requires the support of a central preparation facility.

…

ROADSIDE FOOD VENDOR. A person who operates a food vending vehicle from a temporary location adjacent to a public road or highway as authorized by Tex. Admin. Code Title 25, Ch. 226. Food is not prepared or processed by a roadside food vendor. A roadside food vendor is classified as a MOBILE FOOD VENDOR."

SECTION 3.

Section 94.03(C) "Regulations, Permits, and Preoperational Inspections," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.03 Regulations, Permits, and Preoperational Inspections.**
(C) Mobile food vendors shall be considered food establishments and shall comply with all pertinent regulations contained herein, including obtaining an annual mobile food vendor permit. A mobile food vendor shall obtain a valid State of Texas Department of State Health Services mobile food unit permit to operate within the boundary of the city limits. Mobile food vendors shall operate from a central preparation facility or other permitted food establishment and shall report to such location daily for supplies and for cleaning and servicing operations. Use of a private residence as a central preparation facility is prohibited. Mobile food vendors must have a current Fire Inspection with a Fire Marshal."

SECTION 4.

Section 94.10(J) "Physical Facilities," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.10 Physical Facilities.**

(J) Hand sinks shall be located within 20 unobstructed linear feet of a food preparation, ware washing, or food dispensing area. A door or doorway is considered an obstruction and hand sinks must be installed on both sides of a door or doorway of these areas.

(1) Hand sinks shall be plumbed with hot water at least 100 degrees Fahrenheit (up to 120 degrees Fahrenheit) and cold running water. Hot water must be available within 20 seconds. Section 94.10(K) shall not apply to this requirement."

SECTION 5.

Section 94.17 "Mobile Food Vendors," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.17 Mobile Food Vendors.**

(A) A mobile food vendor:

(1) A mobile food vendor is not permitted on private property except as provided in this section.

(2) Must be permitted by the State of Texas Department of State Health Services to operate within the boundary of the city limits;

(3) Shall be permitted to operate only in those zoning districts where the use is permitted as a matter of right or approved by a specific use permit in accordance with applicable provisions of the city's zoning ordinance (Chapter 155);

(4) May not be located within 50 feet of a lot with a building that contains both a residential and commercial use;

(5) May not be located within 20 feet of a general or limited restaurant use;

(6) May operate as part of a special event permit that has been approved by the city's Planning and Zoning Department and/or the city's Parks and Recreation Department;

(7) May not operate within city parks unless vendors have written agreement from the city and are part of an approved special event;

(8) May not operate on any street, median, or sidewalk of the city or residential property, except for ice cream trucks; and

(B) The noise level of mechanical equipment or outside sound equipment used in association with a mobile food vendor may not exceed 70 decibels when measured at the property line that is across the street from or abutting a residential use.

(C) A drive-in or drive through service is not permitted.

(D) A mobile food vendor is limited to signs attached to the exterior of the mobile food vendor. The signs must be secured and mounted flat against the mobile unit and may not project more than

six inches from the exterior of the mobile unit. Signs shall otherwise comply with the provisions of the city's zoning ordinance (Chapter 155).
(E) A permanent water or wastewater connection is prohibited."

SECTION 6.

Section 94.18 "Types of Mobile Food Vendors" of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby repealed and replaced with Section 94.18 "Ice Cream Trucks" to read as follows:

"**Section 94.18 Ice Cream Trucks.**
(A) Ice cream trucks. Vends pre-wrapped and sealed ice cream, canned soft drinks, pre-packaged candy, chips and pickles.
(B) Ice cream truck vendors, drivers and servers shall be subject to and comply with the regulations set out in Chapter 111 "Peddlers and Solicitors" of the City of Mansfield Municipal Zoning Code of Ordinances. Occupants of the vehicle must display a valid identification card, issued by the City of Mansfield, visible to the public, at the times the vehicle is in service to conduct transactions. Ice cream truck vendors, drivers, and occupants are exempt from § 111.11(C) and (D). In addition, cardholders must comply with the regulations set forth in the City of Mansfield Municipal Zoning Code of Ordinance."

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 10.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 94 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of food establishments, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

SECTION 12.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

APPROVED AS TO FORM:

____
Victor Flores, City Attorney

ORDINANCE NO. ________________

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 94.02 "DEFINITIONS", SECTION 94.03 "REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS", SECTION 94.10 "PHYSICAL FACILITIES", SECTION 94.17 "MOBILE FOOD VENDORS", AND REPEALING AND REPLACING SECTION 94.18 "TYPES OF MOBILE FOOD VENDORS", OF CHAPTER 94, "FOOD ESTABLISHMENT REGULATIONS," OF TITLE IX "GENERAL REGULATIONS" OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR MOBILE FOOD UNITS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted regulations regarding food service sanitation; and

WHEREAS, House Bill 2844 was enacted during the 89th Regular Legislative Session of the State of Texas, amending Subtitle A, Title 6, Texas Health and Safety Code, Chapter 437B "Mobile Food Vendors", to require mobile food vendors to receive a license from the State in order to operate in Texas; and

WHEREAS, the amendments to Subtitle A, Title 6, Texas Health and Safety Code, Chapter 437B "Mobile Food Vendors" also prohibit local jurisdictions from requiring a separate local health permit for mobile food vendors to operate within their jurisdiction; and

WHEREAS, the City desires to revise Sections 94.02, 94.03, 94.10, 94.17, and 94.18 of the Code of Mansfield to ensure consistency with the regulations enacted by the State of Texas; and

WHEREAS, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, as set forth below.

NOW, THEREFORE, BE IT ORDAINED 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.

Section 94.02 "Definitions," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.02 Definitions.**

MOBILE FOOD VENDOR. A vehicle mounted, self- or otherwise-propelled, self-contained food ~~establishment~~service operation, designed to be readily moveable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. MOBILE FOOD VENDORS must completely maintain their mobility at all times. ~~Shall also refer to "food trucks, hot trucks, cold trucks, and ice cream trucks."~~MOBILE FOOD VENDOR does not include a stand or a booth. A roadside food vendor and pushcart may be licensed as MOBILE FOOD VENDORS. The terms MOBILE FOOD VENDOR (MFV) and MOBILE FOOD UNIT (MFU) may be used interchangeably.

…

PUSHCART. A non-self-propelled food vending vehicle limited to serving foods requiring a limited amount of preparation as authorized by Tex. Admin. Code Title 25, Ch. 226 and readily moveable by one or two people. A pushcart is classified as a MOBILE FOOD VENDOR. A pushcart does not include non-self-propelled units owned and operated within a retail food store. This type of vehicle requires the support of a central preparation facility.

…

ROADSIDE FOOD VENDOR. A person who operates a food vending vehicle from a temporary location adjacent to a public road or highway as authorized by Tex. Admin. Code Title 25, Ch. 226. Food is not prepared or processed by a roadside food vendor. A roadside food vendor is classified as a MOBILE FOOD VENDOR."

SECTION 3.

Section 94.03(C) "Regulations, Permits, and Preoperational Inspections," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.03 Regulations, Permits, and Preoperational Inspections.**

(C) Mobile food vendors shall be considered food establishments and shall comply with all pertinent regulations contained herein, including obtaining an annual mobile food vendor permit. A mobile food vendor shall obtain ~~either~~ a valid ~~city or Tarrant County~~State of Texas Department of State Health Services mobile food ~~vendor~~unit permit to operate within the boundary of the city limits. Mobile food vendors shall operate from a central preparation facility or other permitted food establishment and shall report to such location daily for supplies and for cleaning and servicing operations. Use of a private residence as a central preparation facility is prohibited. ~~Mobile food vendor applications must provide a valid driver's license, proof of insurance for the mobile food unit, notarized central preparation facility letter, and the latest central preparation facility inspection report from the regulatory authority.~~ Mobile food vendors must ~~be inspected~~have a current Fire Inspection ~~by the~~with a Fire Marshal ~~or their designee before selling food at any event or any location~~."

SECTION 4.

Section 94.10(J) "Physical Facilities," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.10 Physical Facilities.**

(J) Hand sinks shall be located within 20 unobstructed linear feet of a food preparation, warewashing, or food dispensing area. A door or doorway is considered an obstruction and hand sinks must be installed on both sides of a door or doorway of these areas.

(1) Hand sinks shall be plumbed with hot water at least 100 degrees Fahrenheit (up to 120 degrees Fahrenheit) and cold running water. Hot water must be available within 20 seconds. Section 94.10(K) shall not apply to this requirement."

SECTION 5.

Section 94.17 "Mobile Food Vendors," of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"**Section 94.17 Mobile Food Vendors.**

~~(A) Permit. A completed permit application form shall include the valid license plate number of the mobile food vendor and a notarized form with the name and address of the commissary where products are purchased. A valid driver's license and proof of insurance will also be required at the time of application submittal.~~

~~(B) Permit holder. The permit holder is the person to whom the regulatory authority issues a permit for a mobile food vendor set forth herein.~~

(A) A mobile food vendor:

(~~C~~1) A mobile food vendor is not permitted on private property except as provided in this section.

~~(D) A mobile food vendor:~~

(~~1~~2) Must be permitted by the ~~regulatory authority.~~ State of Texas Department of State

Health Services ~~A mobile food vendor shall obtain either a valid city or Tarrant County mobile food vendor permit~~ to operate within the boundary of the city limits;

~~(2) Must receive a permit from the Fire Department;~~

(3) Shall be permitted to operate only in those zoning districts where the use is permitted as a matter of right or approved by a specific use permit in accordance with applicable provisions of the city's zoning ordinance (Chapter 155);

(4) May not be located within 50 feet of a lot with a building that contains both a residential and commercial use;

~~(5) May not be operated between the hours of 3:00 a.m. and 6:00 a.m.;~~

(~~6~~5) May not be located within 20 feet of a general or limited restaurant use;

(~~7~~6) May operate as part of a special event permit that has been approved by the city's Planning and Zoning Department and/or the city's Parks and Recreation Department;

(~~8~~7) May not operate within city parks unless vendors have written agreement from the city and are part of an approved special event;

(~~9~~8) May not operate on any street, median, or sidewalk of the city or residential property, except for ice cream trucks; and

~~(10) Mobile food vendors are subject to inspection in the field. The Regulatory Compliance Department and the Fire Marshal's office will perform inspections prior to being approved to operate and during operation at a special event.~~

(~~E~~B) The noise level of mechanical equipment or outside sound equipment used in association with a mobile food vendor may not exceed 70 decibels when measured at the property line that is across the street from or abutting a residential use.

(~~F~~C) A drive-in or drive through service is not permitted.

~~(G) Exterior lighting, if provided, shall be directed downward, and must be hooded or shielded so that the light source is not directly visible.~~

(~~H~~D) A mobile food vendor is limited to signs attached to the exterior of the mobile food vendor. The signs must be secured and mounted flat against the mobile unit and may not project more than six inches from the exterior of the mobile unit. Signs shall otherwise comply with the provisions of the city's zoning ordinance (Chapter 155).

~~(I) During business hours, the permit holder shall provide a trash receptacle for use by customers. The permit holder shall always keep the area around the mobile food vendor clear of litter and debris.~~

(~~J~~E) A permanent water or wastewater connection is prohibited.

~~(K) Electrical service may be provided only by temporary service or other connection provided by an electric utility or an onboard generator.~~

~~(L) Inspection. Each mobile food vendor must be inspected by the regulatory authority before a permit will be issued. All applicants for a permit must contact the regulatory authority at least 48 hours prior to scheduling an inspection appointment. The warmer, refrigeration and freezer units must be operational, fully stocked and have visible, accurate, and numerically scaled thermometers at the time of inspection and at all times thereafter. Cleaning supplies and sanitizer must always be present in the vehicle at the time of inspection and thereafter. In addition, mobile food vendors (e.g., food trucks) are required to register with the Fire Marshal's office (no fee). A fire inspection will be scheduled to check Type I hoods, fire extinguishers for current tags, and a visual inspection of the propane delivery system. A current certificate from this jurisdiction's health authority is required prior to fire inspection. Vehicles not in compliance will not be permitted to operate in the Mansfield city limits. A citation could be issued for continued noncompliance.~~"

SECTION 6.

Section 94.18 "Types of Mobile Food Vendors" of Chapter 94 "Food Establishment Regulations," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby repealed and replaced with Section 94.18 "Ice Cream Trucks" to read as follows:

"**Section 94.18 Ice Cream Trucks.**

(A) Ice cream trucks. Vends pre-wrapped and sealed ice cream, canned soft drinks, pre-packaged candy, chips and pickles.

(B) Ice cream truck vendors, drivers and servers shall be subject to and comply with the regulations set out in Chapter 111 "Peddlers and Solicitors" of the City of Mansfield Municipal Zoning Code of Ordinances. Occupants of the vehicle must display a valid identification card, issued by the City of Mansfield, visible to the public, at the times the vehicle is in service to conduct transactions. Ice cream truck vendors, drivers, and occupants are exempt from § 111.11(C) and (D). In addition, cardholders must comply with the regulations set forth in the City of Mansfield Municipal Zoning Code of Ordinance."

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 10.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 94 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of food establishments, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's charter.

SECTION 12.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS ____ DAY OF _______, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Victor Flores, City Attorney

City of Mansfield
Staff Report

Item ID: 26-2358

Agenda Date: July 13, 2026

Title
26-2358: Ordinance - An Ordinance of The City of Mansfield, Texas, Amending Section 92.47 “Pool/Spa/Interactive Water Feature Closures and Records”, of Subsection "Public Swimming Pool/Spa, of Chapter 92, “Health and Sanitation,” of Title IX “General Regulations” of he Code of Mansfield, Texas; Revising Compliance Standards For Swimming Pools; Providing That This Ordinance Shall Be Cumulative of All Ordinances; Providing a Severability Clause; Providing a Penalty For Violations Hereof; Providing For Publication In The Official Newspaper; And Providing an Effective Date

Description/History
Chapter 92 of the Code of Mansfield establishes health and sanitation requirements for public swimming pools, spas, and interactive water features to protect public health and ensure safe operation of aquatic facilities. Periodic updates are necessary to maintain consistency with current industry standards and public health guidance.

This ordinance amends Section 92.47 to require aquatic facilities to maintain written response procedures for fecal, vomit, and blood contamination incidents. The amendments also specify that all applicable equipment needed by the response procedures shall always be available on site, helping ensure consistent and effective measures to protect facility users from the spread of disease.

Strategic Initiative
Provide a Safe Community

Recommendation
Approve the ordinance amending Chapter 92 to align pool, spa, and public interactive water feature facility operational requirements with current public health standards.

Funding Source
N/A

Prepared By
Nicolette Ricciuti, Director of Regulatory Compliance - (817) 276-4264

ORDINANCE NO. ____________________

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 92.47 "POOL/SPA/INTERACTIVE WATER FEATURE CLOSURES AND RECORDS," OF SUBSECTION "PUBLIC SWIMMING POOL/SPA" OF CHAPTER 92 "HEALTH AND SANITATION" OF TITLE IX "GENERAL REGULATIONS," OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR POOLS/SPAS AND INTERACTIVE WATER FEATURES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City has previously adopted regulations regarding public swimming pools and spas, including interactive water features; and,

WHEREAS, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, the City desires to revise Section 92.47(C) of the Code of Mansfield as set forth below.

NOW, THEREFORE, BE IT ORDAINED 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.

Subsection (C) of Section 92.47 "Pool/Spa/Interactive Water Feature Closures and Records," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

> "(C) For visible or reported fecal, vomit or blood accident in the facility, the most current CDC guidelines "Fecal Incident Response Recommendations for Aquatic Staff" shall be followed. The facility shall have written procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces at the facility. The procedures shall address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, visitors, and surfaces to vomitus or fecal matter. This procedure shall be available to the regulatory authority upon demand. Applicable equipment needed by the

procedure shall be always available on-site."

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 6.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 92 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of public swimming pools and spas, including interactive water features, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

SECTION 8.

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.

PASSED AND APPROVED ON THIS FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

APPROVED AS TO FORM:

____
Victor A. Flores, City Attorney

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 92.47 "POOL/SPA/INTERACTIVE WATER FEATURE CLOSURES AND RECORDS," OF SUBSECTION "PUBLIC SWIMMING POOL/SPA" OF CHAPTER 92 "HEALTH AND SANITATION" OF TITLE IX "GENERAL REGULATIONS," OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR POOLS/SPAS AND INTERACTIVE WATER FEATURES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted regulations regarding public swimming pools and spas, including interactive water features; and

WHEREAS, the City Council has determined that the amendment outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City of Mansfield and the public, the City desires to revise Section 92.47(C) of the Code of Mansfield as set forth below.

NOW, THEREFORE, BE IT ORDAINED 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.

Subsection (C) of Section 92.47 "Pool/Spa/Interactive Water Feature Closures and Records," of Chapter 92 "Health and Sanitation," of Title IX "General Regulations," of the Code of Mansfield, Texas, is hereby amended to read as follows:

"(C) For visible or reported fecal, vomit or blood accident in the facility, the most current CDC guidelines "Fecal Incident Response Recommendations for Aquatic Staff" shall be followed. The facility shall have written procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces at the facility. The procedures shall address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, visitors, and surfaces to vomitus or fecal matter. This procedure shall be available to the regulatory authority upon demand. Applicable equipment needed by the procedure shall be always available on-site."

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SECTION 4.

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SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 10.99 of the Code of Ordinances, City of Mansfield, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 6.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of Chapter 92 of Title IX of the Code of Ordinances, City of Mansfield, Texas, or any other ordinance regarding the regulation of public swimming pools and spas, including interactive water features, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary is hereby directed to publish in the official newspaper of the City of Mansfield, the caption and penalty clause of this Ordinance as provided by the City's Charter.

SECTION 8.

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.

PASSED AND APPROVED ON THIS FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS _____ DAY OF __________, 2026.

____

Michael Evans, Mayor

ATTEST:

____

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____

Victor A. Flores, City Attorney

City of Mansfield
Staff Report

Item ID: 26-2444

Agenda Date: July 13, 2026

Title

26-2444: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing Funding for an Amount not to Exceed $189,963.00 for the 51st Year Community Development Block Grant; Recommending Tarrant County Award a Construction Contract to 3D Paving & Contracting LLC for Sidewalk Improvements for Alvarado Street, 2nd Ave, & 3rd Ave in the Amount of $173,463.00; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund and 51st Year Community Development Block Grant)

Description/History

This project is the FY 2025 Community Development Block Grant project with a total awarded amount of $249,009.60.

The project was bid at the offices of Tarrant County Community Development on June 3, 2026 and there were nine bidders for the project. Bids ranged from a low bid of $173,463.00 to a high bid of $400,278.00. The bid tabulation is attached. The City recommends that Tarrant County award a construction contract to 3D Paving & Contracting LLC, for $173,463.00. The contract time for this project is ninety (90) calendar days or approximately three months.

The requested funds are for the construction staking in the amount of $16,500.00 which includes a 10% contingency, for a total budget not to exceed $16,500.00 from the Street Bond Fund.

The Street Bond Funds plus the amount of $173,463.00 from the 2025 Community Development Block Grant amounts to a total of $189,963.00 for the entire project. The City will not need to reimburse Tarrant County for this project.

Strategic Initiative

Building Strong Neighborhoods
Provide a Safe Community
Improve City Wide Mobility
Focus on the Future

Recommendation

The Engineering Staff recommends approval of the Resolution. A letter of recommendation from the engineering consultant is attached. 3D Paving & Contracting LLC has successfully completed similarly sized projects in the DFW Area. The Engineering Department feels that 3D Paving & Contracting LLC., has the necessary staff and equipment to successfully complete the project within the required contract time.

The Director of Engineering Services will be in attendance at the meeting to answer Council's questions regarding the proposed contract.

Funding Source

2025 Community Development Block Grant and the Street Bond Fund.

Prepared By

Timothy May, Project Manager - (817) 728-3634

RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED $189,963.00 FOR THE 51ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT; RECOMMENDING TARRANT COUNTY AWARD A CONSTRUCTION CONTRACT TO 3D PAVING & CONTRACTING LLC FOR SIDEWALK IMPROVEMENTS FOR ALVARADO STREET, 2ND AVE, & 3RD AVE, IN THE AMOUNT OF $173,463.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND AND 51ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT)

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

WHEREAS, the County of Tarrant has publicly advertised and requested competitive bids for the construction of Alvarado Street, 2nd Ave, & 3rd Ave Sidewalk Improvements; and,

WHEREAS, there were a total of nine responsive bids received, opened and publicly read aloud on June 3, 2026 at the offices of Tarrant County for this project; and,

WHEREAS, the expenditure of One Hundred Seventy-Three Thousand Four Hundred Sixty-Three and 00/100 Dollars ($173,463.00) of the funds stated herein will be secured from the FY 2025 Community Development Block Grant, funding is sufficient to cover all construction costs; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

WHEREAS, funding for this contract is available from the 2025 Community Development Block Grant.

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

SECTION 1.

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

SECTION 2.

The City Council of the City recommends Tarrant County award the construction contract for the Community Development Block Grant (CDBG) Sidewalk Improvements for Alvarado

Street, 2nd Ave, & 3rd Ave to 3D Paving & Contracting LLC, in an amount of One Hundred Seventy-Three Thousand Four Hundred Sixty-Three and 00/100 Dollars ($173,463.00).

SECTION 3.

Authorizing funding for the construction of the project in the amount of Two Hundred Forty-Nine Thousand Nine and 60/100 Dollars ($249,009.60) from the Tarrant County FY 2025 Community Development Block Grant.

SECTION 4.

That a Professional Services Contract with Brittain and Crawford Associates, Inc. in an amount not to exceed Sixteen Thousand Five Hundred and 00/100 Dollars ($16,500.00) for the construction staking of the project is hereby approved.

SECTION 5.

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

SECTION 6.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
KATY
THE WOODLANDS
HOUSTON

June 22, 2026

Timothy May
City of Mansfield
1200 E Broad St
Mansfield, Texas 76063

RE: 51st Year CDBG Project – City of Mansfield
Sidewalk Improvements
TNP# MAN25513
Recommendation for Award

Timothy:

The bid opening for the 51st Year CDBG Sidewalk Improvements project was held at the Tarrant County Community Development offices on Wednesday, June 3, 2026. Nine responsive bids were received and are summarized in the attached bid tabulation.

The apparent responsive low bidder is 3D Paving and Contracting, LLC. Based on references provided and researched by TNP, we recommend that the City of Mansfield recommend the County award the contract for construction of the 51st Year Sidewalk Improvements project to 3D Paving and Contracting, LLC for their bid amount of $173,463.00.

The 51st Year CDBG construction funds amount to $249,009.60 for construction of this project. Therefore, no additional funds are required from the City for construction.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

tnp
teague nall & perkins

Will Klump

William Klump, PE
Project Manager

817.665.7189 direct | 254.716.3760 mobile | 817.336.5773 front desk
5237 N. Riverside Drive, Suite 100 | Fort Worth, TX 76137

wklump@tnpinc.com
www.tnpinc.com

ENCLOSURE
Copy: Wren Davis – Tarrant County CDBG

CLIENT: TARRANT COUNTY
DESCRIPTION: 51st Year Sidewalk Improvements (Alvarado Street, 3rd Avenue, and 2nd Avenue)

TNP JOB NO: MAN 25513
ENGINEER'S ESTIMATE: $295,920.00
BID DATE: June 3. 2026
BID TIME: 10:00am

				3D Paving and Contracting LLC		JR West Texas Concrete LLC		Cam-Crete Contracting Inc.		Castillo Aranda LLC	
ITEM NO.	DESCRIPTION OF ITEMS	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Mobilization	LS	1	$8,260.00	$8,260.00	$9,000.00	$9,000.00	$12,500.00	$12,500.00	$20,000.00	$20,000.00
2	Remove Existing Concrete Pavement & Driveway	SY	320	$10.00	$3,200.00	$28.00	$8,960.00	$20.00	$6,400.00	$20.00	$6,400.00
3	Remove & Replace Asphalt Driveway	SY	4	$30.00	$120.00	$200.00	$800.00	$25.00	$100.00	$85.00	$340.00
4	Remove & Replace Gravel Driveway	SY	20	$19.00	$380.00	$35.00	$700.00	$25.00	$500.00	$80.00	$1,600.00
5	Remove Existing Concrete Sidewalk & Leadwalk	SY	24	$9.00	$216.00	$28.00	$672.00	$18.00	$432.00	$100.00	$2,400.00
6	6" Concrete Driveway	SY	320	$61.00	$19,520.00	$125.00	$40,000.00	$85.00	$27,200.00	$70.00	$22,400.00
7	Concrete Pavement Repair	SY	47	$63.00	$2,961.00	$185.00	$8,695.00	$105.00	$4,935.00	$110.00	$5,170.00
8	4" Concrete Sidewalk & Leadwalk	SY	784	$59.00	$46,256.00	$80.00	$62,720.00	$83.00	$65,072.00	$65.00	$50,960.00
9	Integral Sidewalk Curb (Max. 12" Height)	LF	100	$8.00	$800.00	$10.00	$1,000.00	$30.00	$3,000.00	$60.00	$6,000.00
10	ADA Ramp (Intersection Ramp)	EA	5	$1,200.00	$6,000.00	$2,000.00	$10,000.00	$1,300.00	$6,500.00	$1,600.00	$8,000.00
11	ADA Ramp (Directional Ramp)	EA	2	$1,400.00	$2,800.00	$2,000.00	$4,000.00	$2,950.00	$5,900.00	$1,700.00	$3,400.00
12	ADA Ramp (Perpendicular Ramp)	EA	2	$1,400.00	$2,800.00	$2,000.00	$4,000.00	$3,000.00	$6,000.00	$1,500.00	$3,000.00
13	Relocate Existing Water Meter to New Meter Box	EA	3	$1,300.00	$3,900.00	$2,100.00	$6,300.00	$8,500.00	$25,500.00	$1,000.00	$3,000.00
14	Remove Existing Water Valve & Reconnect Existing Water Line	EA	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00
15	Install 8" Gate Valve	EA	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$4,000.00	$4,000.00
16	Relocate Exist Sanitary Sewer Cleanout	EA	2	$1,300.00	$2,600.00	$2,000.00	$4,000.00	$850.00	$1,700.00	$5,000.00	$10,000.00
17	Relocate Existing Traffic Sign	EA	3	$750.00	$2,250.00	$1,000.00	$3,000.00	$850.00	$2,550.00	$400.00	$1,200.00
18	Relocate Existing Mailbox	EA	2	$550.00	$1,100.00	$500.00	$1,000.00	$500.00	$1,000.00	$200.00	$400.00
19	Parkway Restoration	LS	1	$8,000.00	$8,000.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
20	4" Topsoil	SY	1200	$5.00	$6,000.00	$5.00	$6,000.00	$8.00	$9,600.00	$4.00	$4,800.00
21	Solid Block Sodding	SY	1200	$9.00	$10,800.00	$10.00	$12,000.00	$12.00	$14,400.00	$6.00	$7,200.00
22	Traffic Control	LS	1	$8,000.00	$8,000.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$50,000.00	$50,000.00
23	Miscellaneous Project Allowance	ALW	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
TOTAL BASE BID					**$173,463.00**		**$227,347.00**		**$242,789.00**		**$253,270.00**

$X.XX - Denotes math errors corrected.

Approved: Will Klump

tnp

TNP JOB NO: MAN 25513
ENGINEER'S ESTIMATE: $295,920.00
BID DATE: June 3. 2026
BID TIME: 10:00am

CLIENT: TARRANT COUNTY
DESCRIPTION: 51st Year Sidewalk Improvements (Alvarado Street, 3rd Avenue, and 2nd Avenue)

				KadriBros LLC DBA Jazry		MHB Construction Inc.		Westhill Construction Inc		Pavecon Public Works	
ITEM NO.	DESCRIPTION OF ITEMS	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Mobilization	LS	1	$42,742.50	$42,742.50	$5,000.00	$5,000.00	$15,350.00	$15,350.00	$3,845.10	$3,845.10
2	Remove Existing Concrete Pavement & Driveway	SY	320	$31.50	$10,080.00	$36.00	$11,520.00	$12.00	$3,840.00	$101.63	$32,521.60
3	Remove & Replace Asphalt Driveway	SY	4	$144.30	$577.20	$150.00	$600.00	$88.00	$352.00	$1,029.56	$4,118.24
4	Remove & Replace Gravel Driveway	SY	20	$56.50	$1,130.00	$90.00	$1,800.00	$59.00	$1,180.00	$229.02	$4,580.40
5	Remove Existing Concrete Sidewalk & Leadwalk	SY	24	$27.70	$664.80	$36.00	$864.00	$12.00	$288.00	$58.41	$1,401.84
6	6" Concrete Driveway	SY	320	$69.50	$22,240.00	$130.00	$41,600.00	$116.00	$37,120.00	$319.19	$102,140.80
7	Concrete Pavement Repair	SY	47	$64.90	$3,050.30	$110.00	$5,170.00	$185.00	$8,695.00	$196.26	$9,224.22
8	4" Concrete Sidewalk & Leadwalk	SY	784	$53.00	$41,552.00	$126.00	$98,784.00	$99.00	$77,616.00	$85.09	$66,710.56
9	Integral Sidewalk Curb (Max. 12" Height)	LF	100	$17.60	$1,760.00	$20.00	$2,000.00	$42.00	$4,200.00	$77.62	$7,762.00
10	ADA Ramp (Intersection Ramp)	EA	5	$1,493.40	$7,467.00	$2,000.00	$10,000.00	$3,500.00	$17,500.00	$3,383.56	$16,917.80
11	ADA Ramp (Directional Ramp)	EA	2	$2,074.90	$4,149.80	$2,500.00	$5,000.00	$3,000.00	$6,000.00	$2,659.00	$5,318.00
12	ADA Ramp (Perpendicular Ramp)	EA	2	$2,074.90	$4,149.80	$1,000.00	$2,000.00	$3,000.00	$6,000.00	$2,646.14	$5,292.28
13	Relocate Existing Water Meter to New Meter Box	EA	3	$4,200.00	$12,600.00	$1,500.00	$4,500.00	$4,150.00	$12,450.00	$1,752.23	$5,256.69
14	Remove Existing Water Valve & Reconnect Existing Water Line	EA	1	$2,100.00	$2,100.00	$4,620.00	$4,620.00	$7,175.00	$7,175.00	$2,920.38	$2,920.38
15	Install 8" Gate Valve	EA	1	$2,253.50	$2,253.50	$5,620.00	$5,620.00	$10,345.00	$10,345.00	$3,270.83	$3,270.83
16	Relocate Exist Sanitary Sewer Cleanout	EA	2	$7,000.00	$14,000.00	$900.00	$1,800.00	$4,150.00	$8,300.00	$5,198.28	$10,396.56
17	Relocate Existing Traffic Sign	EA	3	$700.00	$2,100.00	$50.00	$150.00	$200.00	$600.00	$767.69	$2,303.07
18	Relocate Existing Mailbox	EA	2	$210.00	$420.00	$50.00	$100.00	$220.00	$440.00	$1,005.53	$2,011.06
19	Parkway Restoration	LS	1	$4,900.00	$4,900.00	$2,500.00	$2,500.00	$15,500.00	$15,500.00	$14,364.25	$14,364.25
20	4" Topsoil	SY	1200	$13.30	$15,960.00	$9.42	$11,304.00	$11.00	$13,200.00	$10.98	$13,176.00
21	Solid Block Sodding	SY	1200	$19.20	$23,040.00	$14.00	$16,800.00	$22.00	$26,400.00	$15.65	$18,780.00
22	Traffic Control	LS	1	$7,111.50	$7,111.50	$3,000.00	$3,000.00	$13,500.00	$13,500.00	$4,731.02	$4,731.02
23	Miscellaneous Project Allowance	ALW	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
TOTAL BASE BID					**$254,048.40**		**$264,732.00**		**$316,051.00**		**$367,042.70**

$X.XX - Denotes math errors corrected.

Approved: Will Klump

CLIENT: TARRANT COUNTY

DESCRIPTION: 51st Year Sidewalk Improvements (Alvarado Street, 3rd Avenue, and 2nd Avenue)

TNP JOB NO: MAN 25513

ENGINEER'S ESTIMATE: $295,920.00

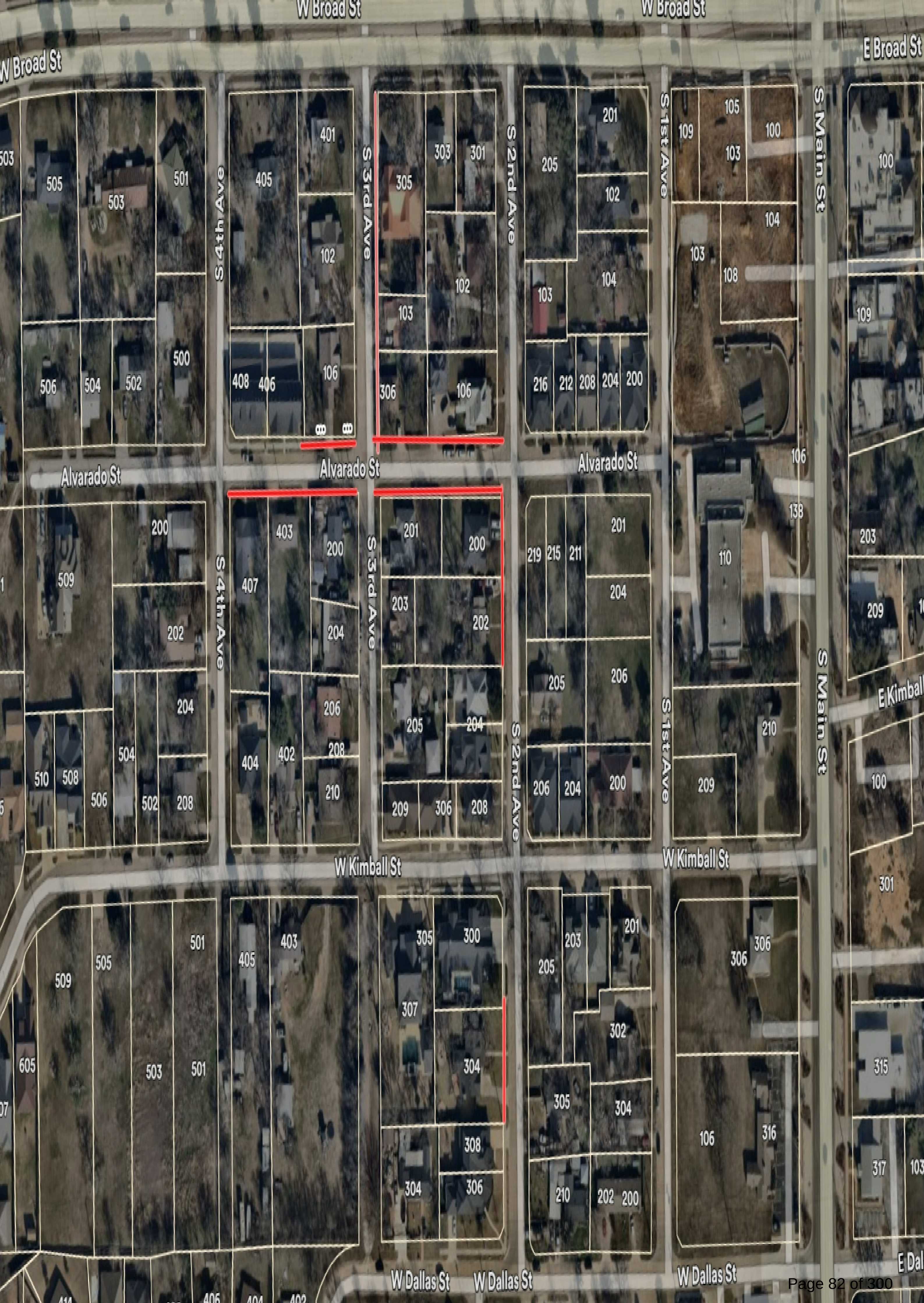
BID DATE: June 3. 2026

BID TIME: 10:00am

				Excel 4 Construction LLC							
ITEM NO.	DESCRIPTION OF ITEMS	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Mobilization	LS	1	$9,100.00	$9,100.00						
2	Remove Existing Concrete Pavement & Driveway	SY	320	$58.50	$18,720.00						
3	Remove & Replace Asphalt Driveway	SY	4	$164.00	$656.00						
4	Remove & Replace Gravel Driveway	SY	20	$85.00	$1,700.00						
5	Remove Existing Concrete Sidewalk & Leadwalk	SY	24	$10.00	$240.00						
6	6" Concrete Driveway	SY	320	$139.50	$44,640.00						
7	Concrete Pavement Repair	SY	47	$150.00	$7,050.00						
8	4" Concrete Sidewalk & Leadwalk	SY	784	$108.00	$84,672.00						
9	Integral Sidewalk Curb (Max. 12" Height)	LF	100	$115.00	$11,500.00						
10	ADA Ramp (Intersection Ramp)	EA	5	$5,100.00	$25,500.00						
11	ADA Ramp (Directional Ramp)	EA	2	$4,650.00	$9,300.00						
12	ADA Ramp (Perpendicular Ramp)	EA	2	$4,500.00	$9,000.00						
13	Relocate Existing Water Meter to New Meter Box	EA	3	$2,500.00	$7,500.00						
14	Remove Existing Water Valve & Reconnect Existing Water Line	EA	1	$9,600.00	$9,600.00						
15	Install 8" Gate Valve	EA	1	$4,000.00	$4,000.00						
16	Relocate Exist Sanitary Sewer Cleanout	EA	2	$3,100.00	$6,200.00						
17	Relocate Existing Traffic Sign	EA	3	$900.00	$2,700.00						
18	Relocate Existing Mailbox	EA	2	$700.00	$1,400.00						
19	Parkway Restoration	LS	1	$6,300.00	$6,300.00						
20	4" Topsoil	SY	1200	$65.00	$78,000.00						
21	Solid Block Sodding	SY	1200	$20.00	$24,000.00						
22	Traffic Control	LS	1	$8,500.00	$8,500.00						
23	Miscellaneous Project Allowance	ALW	1	$30,000.00	$30,000.00						
	TOTAL BASE BID				**$400,278.00**						

$X.XX - Denotes math errors corrected.

Approved: Will Klump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City of Mansfield
Staff Report

Item ID: 26-2455

Agenda Date: July 13, 2026

Title
26-2455: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City of Mansfield to Submit the Mitchell Road Elevated Storage Tank and the 30-inch Water Line Along Lone Star Road Utility Improvement Projects for Consideration of Financial Assistance From the Texas Water Development Board in the Estimated Amount of $21,000,000; Finding That the Meeting at Which This Resolution Is Passed Is Open to the Public as Required by Law; and Declaring an Effective Date

Description/History
The Texas Water Development Board (TWDB) administers financial assistance programs that support the planning, design, and construction of water supply and water infrastructure projects throughout the State of Texas. The Water Supply and Infrastructure Grants (WSIG) program is a one-time grant funding opportunity established through House Bill 500 during the 89th Texas Legislative Session, which appropriated $1.038 billion to fund eligible water supply and water infrastructure projects. The TWDB is currently accepting applications for eligible projects through July 30th, 2026.

The Mitchell Road Elevated Storage Tank is identified as Project O-6 in the 2024 Water and Wastewater Master Plan and includes construction of a new 2.0-million-gallon elevated storage tank, associated transmission mains, and system monitoring and communication improvements to improve system pressure and enhance resiliency within the lower pressure plane. The project is currently in the design phase with right-of-way acquisition underway to prepare the project for construction. Design and project development activities are progressing in accordance with the requirements for the City’s application for financial assistance through the TWDB Water Supply Infrastructure Grant program.

The 30-inch Water Line Along Lone Star Road project is identified as Project H-4 in the 2024 Water and Wastewater Master Plan. The project includes construction of a 30-inch water transmission main, associated appurtenances, and system monitoring and communication improvements to support the City’s long-term distribution needs. The project design is complete, and the project is bid ready, with the necessary regulatory approvals and permitting efforts completed, making the project well-positioned for consideration under the TWDB Water Supply Infrastructure Grant program.

The City of Mansfield proposes to submit an application to the Texas Water Development Board requesting approximately $21,000,000 in grant funding through the Water Supply and Infrastructure Grants (WSIG) program for the South Mitchell Road Elevated Storage Tank and the 30-inch Water Line Along Lone Star Road projects. The TWDB application is due by **July 30, 2026**, and approval of this resolution will authorize submission of the City's application by the required deadline.

Strategic Initiative
Building Strong Neighborhoods

Focus on the Future

Recommendation
A resolution of support and authorization is required by the Texas Water Development Board for submission of applications for financial assistance. Engineering Services and Public Works Staff believe these projects are high-priority utility infrastructure improvements that support regional growth demands and recommend approval of the resolution.

Funding Source
Not Applicable

Prepared By
Aimee Sullivan, Project Engineer - (817) 276-4223

RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY OF MANSFIELD TO SUBMIT THE MITCHELL ROAD ELEVATED STORAGE TANK AND THE 30-INCH WATER LINE ALONG LONE STAR ROAD UTILITY IMPROVEMENT PROJECTS FOR CONSIDERATION OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD IN THE ESTIMATED AMOUNT OF $21,000,000; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Texas Water Development Board administers financial assistance programs that support the planning, design, and construction of water supply and water infrastructure projects throughout the State of Texas. The Water Supply and Infrastructure Grants program is a one-time grant funding opportunity established through House Bill 500 during the 89th Texas Legislative Session, which appropriated $1.038 billion to fund eligible water supply and water infrastructure projects; and,

WHEREAS, the City of Mansfield proposes to submit an application to the Texas Water Development Board requesting approximately $21,000,000 in grant funding through the Water Supply and Infrastructure Grants program for the South Mitchell Road Elevated Storage Tank and the 30-inch Water Line Along Lone Star Road utility improvement projects.

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

SECTION 1.

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

SECTION 2.

The City Council hereby authorizes the submission of the Mitchell Road Elevated Storage Tank and the 30-inch Water Line Along Lone Star Road utility improvement projects to the Texas Water Development Board for consideration of financial assistance in the estimated amount of $21,000,000.

SECTION 3.

Raymond Coffman be and is hereby designated the authorized representative of the City of Mansfield, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

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.

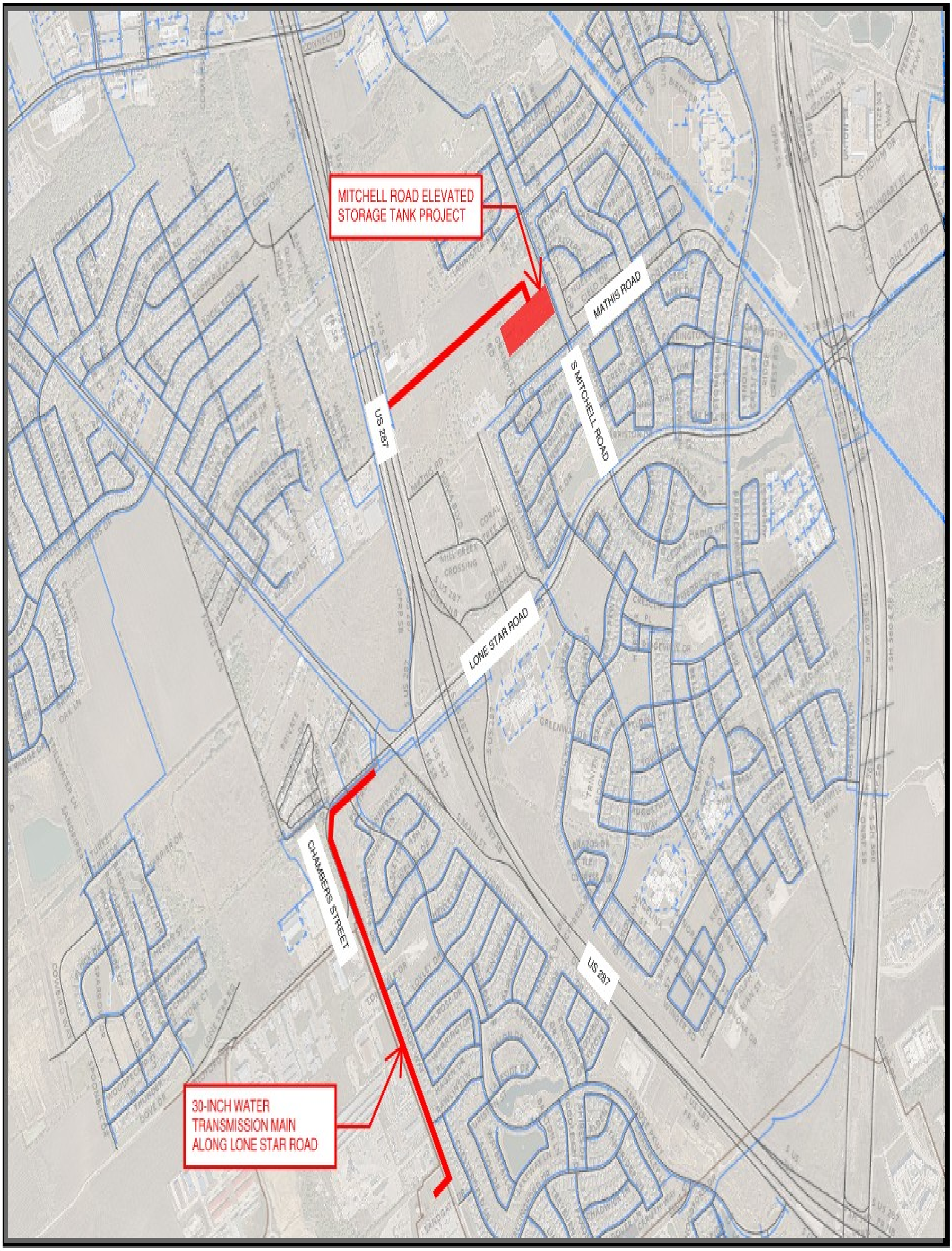
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

PROJECT EXHIBIT



UTILITY IMPROVEMENT PROJECTS FOR CONSIDERATION OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD

City of Mansfield
Staff Report

Item ID: 26-2451

Agenda Date: July 13, 2026

Title
26-2451: Minutes - Approval of the June 22, 2026 Regular City Council Meeting Minutes

Description/History
The minutes of the June 22, 2026 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Strategic Initiative
N/A

Recommendation
Approval of the minutes by the Council.

Funding Source
N/A

Prepared By
Susana Marin, City Secretary - (817) 276-4203

City Council - Regular Meeting Minutes
June 22, 2026 - 2:00 PM
Draft
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 2:00 p.m.

Present: Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Absent: Brent Newsom

2. PRESENTATION

Municipal Clerk's Office Achievement of Excellence Award

Mona Lisa Galicia, City Secretary for the City of Grand Pairie and an Executive Board Trustee for the Texas Municipal Clerks Association, presented the Award to the City Secretary's Office.

3. WORK SESSION

FY '26-'27 Budget Updates

Troy Lestina, Deputy City Manager/Chief Financial Officer, presented FY '26-'27 budget updates and answered Council questions throughout the presentation. He reviewed important dates in the budget calendar, FY27 personnel and capital equipment requests in the general fund and other funds, notable items currently included in the FY27 draft budget, property and sales tax information and comparisons, and general fund reserve comparisons. Troy and Joe Smolinski, City Manager, spoke on the current Homestead Exemption, and explained and answered Council questions on what an increase would look like for the City's budget. City Council requested a Special City Council Meeting be held to further discuss a potential homestead exemption increase.

Next, Raymond Coffman, Director of Engineering Services, spoke on various projects within the 5-Year Capital Improvement Plan (CIP) for the Street Construction Fund. Raymond answered Council questions and Joe made comments. Adam Stark, Interim Executive Director of Public Works, spoke on the Street Maintenance Program for FY27, Water and Wastewater projects within the CIP - Utility Construction Fund for FY27, and projects within the CIP - Drainage Construction Fund for FY27. Adam answered Council questions and Joe made comments. Matt Young, Executive Director of Parks and Recreation, spoke and answered Council questions on projects within the CIP - Parks Construction Fund for FY27. Troy spoke on CIP - Other Construction Funds in FY27 including the Building Construction Fund and MEDC Construction Fund. Finally, Troy touched on debt capacity and noted the topics of future budget work sessions.

Cost of Service Study and Proposed Rate Structure

Adam Stark introduced the discussion on the cost of service study and proposed rate structure. He outlined the input needed from the City Council and spoke on the background of the City's rate ordinance. Adam and Joe Smolinski answered Council questions. Chris Ekrut, NewGen Strategies & Solutions, spoke on the rate proposal and structure as it exists today. He discussed wholesale costs, the capital improvement plan and its funding sources, debt sources, anticipated financial performance under current rates and baseline pass-through increases, Tarrant Regional Water District and Trinity River Authority (TRA) cost pass-through, pass-throughs compared to proposed water rate increases, rate structure key issues, rate design adjustments, and proposed rate structure changes for water and sewer. Chris next spoke on the impact the proposed rates will have on customer bills, including various types of users such as residential, commercial, and industrial. Lastly, Chris covered the operating fund summary under the projected rates, provided regional bill comparisons, and answered Council questions.

Adam next introduced Marie Kroeger, Ph.D., InPipe Technologies, who discussed what a class surcharge program could look like for the City's wastewater system. She spoke on the City's wastewater history and the associated costs, the City's population growth and its impact on sending a stronger waste stream, and the steady increase of the TRA's rates. Finally, Marie gave examples of structures other Texas cities use to recover their wastewater costs and discussed the recommended approach of a fair, hybrid structure with a tiered system for industrial, commercial, and residential customers.

Finally, Adam spoke on the water resources division, including the types of inspections performed, and proposed cost recovery methods. Joe Smolinski made comments. City Council requested this work session be added to the Special City Council Meeting agenda for further discussion.

Discussion Regarding the June 22, 2026 Consent Agenda Items

Nicolette Ricciuti, Director of Regulatory Compliance, presented agenda item 26-2337. Victor Flores, City Attorney, presented agenda item 26-2377. Michael Ross, Fire Chief, presented agenda item 26-2381 and along with Noel Saldivar, Assistant Chief - Operations, answered Council questions. Clarissa Carrasco, Permit Technician, presented agenda item 26-2407. Clayton Comstock, Executive Director of Planning and Development, and Laura Miller, applicant representative, answered Council questions on agenda item 26-2407.

4. 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.

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:56 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 5:08 p.m. Mayor Evans recessed the executive session at 5:42 p.m.

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

Pursuant to 551.071, including but not limited to legal issues concerning any item listed on today's posted City Council agendas, and/or the subject matter listed below:

i. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 2024-005630-2 (Tarrant County Court at Law No. 2)

ii. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 348-270155-14 (348th Tarrant County District Court)

iii. Seek Advice of City Attorney Regarding Arms of Hope v. City of Mansfield (U.S District Court – Northern District of Texas (Fort Worth Division))

iv. Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 4.D of the Agenda

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

i. Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

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

i. Economic Development Project #21-33

ii. Economic Development Project #25-08

5. 6:00 P.M. OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

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

6. INVOCATION

Pastor Sylvester Stemley gave the Invocation.

7. PLEDGE OF ALLEGIANCE

Council Member Fresquez led the Pledge of Allegiance.

8. TEXAS PLEDGE

Council Member Vaszauskas led the Texas Pledge.

9. CITIZEN COMMENTS

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

In order to be recognized during Citizen Comments or during a Public Hearing (applicants included), please complete a comment card located at the entrance of the Council Chambers. If you would like to speak on more than one Public Hearing item, please submit a separate card for each item. Please present the card(s) to the Deputy City Secretary by 5:50 p.m., ten minutes before the start of the 6:00 p.m. regular business session.

Raymond Barlowe, 2900 Neidmar Drive - Mr. Barlowe spoke regarding his interactions with elected officials.

Eric Rozak, 21 Devon Court - Mr. Rozak spoke regarding agenda item 26-2378.

10. COUNCIL COMMENTS

Council Member Vaszauskas thanked the City's first responders who were present at the Taste of Black Mansfield Food Truck Event at Vernon Newsom Stadium. He also spoke on and thanked the City for the Juneteenth Celebration and Czech Out Mansfield events held at Geyer Commons.

Mayor Evans expressed his appreciation to Theresa Cohagen, Executive Director of Community Engagement, and her staff for their work on recent City events.

11. STAFF COMMENTS

There were no staff comments.

A. City Manager or Authorized Representative

- **i.** Current/Future Agenda Items
- **ii.** City Manager Updates
- **iii.** Departmental Updates

12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Vaszauskas to authorize the City Manager or his designee to negotiate, finalize, and execute a purchase sale agreement for item ED #25-08 as discussed in executive session. Seconded by Council Member Simmons. The motion PASSED by the following vote:

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

13. CONSENT AGENDA

26-2337: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter Into an Interlocal Agreement With the Town of Pantego, Texas, For the Purpose of Providing Animal Shelter Services; Finding That the

Meeting at Which This Resolution is Passed is Open to the Public as Provided By Law; And Providing an Effective Date

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance
Attachments:
1. Resolution
2. Interlocal Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF PANTEGO, TEXAS, FOR THE PURPOSE OF PROVIDING ANIMAL SHELTER SERVICES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4560-26

26-2377: Resolution - A Resolution of the City Council of the City of Mansfield, Texas Suspending the Effective Date of SiEnergy Gas, LLC's Requested Increase to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the SiEnergy Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Authorizing Intervention in SiEnergy's Statement of Intent to Change Gas Utility Rates within the Incorporated Areas Served by SiEnergy and Notice of Consolidation at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses; 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 Providing an Effective Date

Presenters: Victor Flores, City Attorney
Attachments:
1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS SUSPENDING THE EFFECTIVE DATE OF SIENERGY GAS, LLC'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE SIENERGY SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN SIENERGY'S STATEMENT OF INTENT TO CHANGE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS SERVED BY

SIENERGY AND NOTICE OF CONSOLIDATION AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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 PROVIDING AN EFFECTIVE DATE

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

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

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4561-26

26-2381: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Ratifying the Submission of the Grant Application and Acceptance Upon Award of a FEMA Staffing for Adequate Fire and Response (SAFER) Grant for the Hiring of Nine (9) Full-Time Firefighters; Cost Share Requirements in the First and Second Years of the Grant, the Amount May Not Exceed 75 Percent of The Usual Annual Cost of a First-Year Firefighter and in the Third Year of the Grant, the Amount May Not Exceed 35 Percent; 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

Presenters: Michael Ross, Fire Chief

Attachments:

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, RATIFYING THE SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE UPON AWARD OF A FEMA STAFFING FOR ADEQUATE FIRE AND RESPONSE (SAFER) GRANT FOR THE HIRING OF NINE (9) FULL-TIME FIREFIGHTERS; COST SHARE REQUIREMENTS IN THE FIRST AND SECOND YEARS OF THE GRANT, THE AMOUNT MAY NOT EXCEED 75 PERCENT OF THE USUSAL ANNUAL COST OF A FIRST-YEAR FIREFIGHTER AND IN THE THIRD YEAR OF THE GRANT, THE AMOUNT MAY NOT EXCEED 35 PERCENT; 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

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

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

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None

Abstain: 0 None

Resolution Number: RE-4562-26

26-2407: Consideration of a Request for a Temporary Use Permit for the Lake Ridge Band Booster Carnival Fundraiser Special Event at Vernon Newsom Stadium

Presenters: Clarissa Carrasco, Planning Technician
Attachments:
1. Location Map
2. Applicant Narrative & Exhibits

A motion was made by Council Member Bounds to approve the Temporary Use Permit. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0 None
Abstain: 0 None

26-2375: Minutes - Approval of the June 8, 2026 Regular City Council Meeting Minutes

Presenters: Susana Marin, City Secretary
Attachments:
1. 6-8-26 Draft Minutes

A motion was made by Council Member Bounds to approve the minutes of the June 8, 2026 Regular City Council Meeting as presented. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0 None
Abstain: 0 None

26-2406: Minutes - Approval of the June 11, 2026 Joint City Council, Mansfield Park Facilities Development Corporation, and Mansfield Public Library Advisory Board Meeting Minutes

Presenters: Susana Marin, City Secretary
Attachments:
1. 6-11-26 Draft Minutes

A motion was made by Council Member Bounds to approve the minutes of the June 11, 2026 Joint City Council, Mansfield Park Facilities Development Corporation, and Mansfield Public Library Advisory Board Meeting as presented. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0 None
Abstain: 0 None

14. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

26-2235: Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Considering a Request by Winkelmann & Associates, Inc. for a Zoning

Change from PD, Planned Development District to PD, Planned Development District for Commercial Uses, Being 18.604 Acres Located Within the B.F. Howard Survey, Johnson and Ellis County, Bounded by Barrington Way, S. US 287, Hadley Lane, and Approximately 150 Feet South of Ambrose Pkwy (ZC26-003)

Presenters: Clayton Comstock, Executive Director of Planning and Development

Attachments:

1. Ordinance
2. Maps and Supporting Information
3. Exhibit A - Legal Description
4. Exhibit B - Planned Development Standards
5. Exhibit C - Site Plan Exhibits
6. Previously Approved PD, ZC14-007

Clayton Comstock presented the item and answered Council questions. John Webber, applicant representative, presented and along with Craig Winkler, Kroger representative, answered Council questions.

Mayor Evans continued the public hearing at 6:45 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 6:45 p.m.

A motion was made by Council Member Bounds to approve the following ordinance to include staff recommendations (fuel station roofing and additional landscape), a Separate Use Permit for the drive-through quick service restaurant be required, and with the understanding that the applicants will explore options to hide the HVAC units on the fuel station's roof:

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

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

Seconded by Council Member Vaszauskas. The motion PASSED by the following vote:

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Ordinance Number: OR-2437-26

26-2237: Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Considering a Request by Bannister Engineering, LLC for a Zoning Change from I-1, Light Industrial District to PD, Planned Development District for Commercial Uses, Being 6.441 Acres Located Within the J Robertson Survey, Abstract 1317 Tarrant

County, Located Approximately 160 ft South of Heritage Parkways and West of S. US 287 (ZC26-004)

Presenters: Clayton Comstock, Executive Director of Planning and Development

Attachments:

1. Ordinance
2. Maps and Supporting Information
3. Exhibit A - Legal Description
4. Exhibit B - Planned Development Standards
5. Exhibits C-D - Site Plan, Landscape Plan and Elevations

Clayton Comstock presented the item and answered Council questions. Cody Brooks, applicant representative, presented the item.

Mayor Evans continued the public hearing at 6:57 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 6:57 p.m.

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

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

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

Seconded by Council Member Simmons. The motion PASSED by the following vote:

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Ordinance Number: OR-2439-26

15. NEW BUSINESS

26-2378: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts Between the City of Mansfield, Texas, and The Fain Group, LLC. for Construction; Brittain and Crawford, LLC, for Surveying; and Raba Kistner, Inc., for Materials Testing for the Construction of the East Broad Street Improvements (Mansfield High School to North Holland Road); and Authorizing Funding for an Amount Not to Exceed $17,109,019; Finding That the Meeting at Which This Resolution Is Passed Is Open to the Public as Required by Law; and Declaring an Effective Date (Street Bond Fund & Utility Fund)

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

1. Resolution
2. Project Exhibit
3. Recommendation for Award Letter - Proposals
4. Construction Contract (Blank)

Raymond Coffman presented the item and along with Bryan Ahumada, Capital Projects Supervisor, answered Council questions.

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDING CONTRACTS BETWEEN THE CITY OF MANSFIELD, TX, AND THE FAIN GROUP, LLC., FOR CONSTRUCTION; BRITTAIN AND CRAWFORD, LLC, FOR SURVEYING; AND RABA KISTNER, INC., FOR MATERIALS TESTING FOR THE CONSTRUCTION OF THE EAST BROAD STREET IMPROVEMENTS (MANSFIELD HIGH SCHOOL TO NORTH HOLLAND ROAD) AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED $17,109,019.00; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND & UTILITY FUND)

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

Seconded by Council Member Vaszauskas. The motion PASSED by the following vote:

Aye: 5	Michael Evans, Todd Tonore, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 1	Tamera Bounds
Abstain: 0	None

Resolution Number: RE-4563-26

26-2383: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Funding for the Mansfield Fire Logistics Building Project in an Amount Not to Exceed $292,425.00 for Pre-Construction Services; Approving a Design-Build Contract with Crossland Construction Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Building Construction Fund)

Presenters: Kristen Petree, Capital Projects Manager

Attachments:

1. Resolution
2. Design-Build Agreement

Kristen Petree, Capital Projects Manager, presented the item and answered Council questions. Troy Lestina spoke. Chief Ross answered Council questions. Brian Wyatt, applicant representative, answered Council questions.

A motion was made by Mayor Pro Tem Tonore to table the item. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None

Abstain: 0 None

26-2408: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Chapter 380 Economic Development Agreement for Property Located at 260 N. Mitchell Road, Mansfield, Texas, within Neighborhood Empowerment Zone Number One; Authorizing the City Manager, or Designee, to Negotiate, Finalize, and Execute the Economic Development Agreement; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Casey Lewis, Executive Project Manager

Attachments:

1. Resolution
2. Exhibit A

Casey Lewis, Executive Project Manager, presented the item and answered Council questions. Victor Flores spoke.

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 7:32 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 7:34 p.m. Mayor Evans recessed the executive session at 7:42 p.m. and reconvened the meeting into regular business session at 7:43 p.m.

A motion was made by Mayor Pro Tem Tonore to approve the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 260 N. MITCHELL ROAD MANSFIELD, TEXAS, WITHIN NEIGHBORHOOD EMPOWERMENT ZONE NUMBER ONE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE THE ECONOMIC DEVELOPMENT AGREEMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

Seconded by Council Member Simmons. The motion PASSED by the following vote:

Aye: 5	Michael Evans, Todd Tonore, Tamera Bounds, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 1	Juan Fresquez

Resolution Number: RE-4564-26

16. ADJOURN

A motion was made by Council Member Simmons to adjourn the meeting at 7:45 p.m. Seconded by Council Member Bounds. The motion PASSED by the following vote:

Aye: 6	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

___________________________________ Michael Evans, Mayor

ATTEST:

___________________________________ Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2452

Agenda Date: July 13, 2026

Title
26-2452: Minutes - Approval of the June 29, 2026 Special City Council Meeting Minutes

Description/History
The minutes of the June 29, 2026 Special City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Strategic Initiative
N/A

Recommendation
Approval of the minutes by the Council.

Funding Source
N/A

Prepared By
Susana Marin, City Secretary - (817) 276-4203

City Council - Special Meeting Minutes
June 29, 2026 - 8:00 AM
Draft
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 8:00 a.m.

Present: Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons
Absent: Brent Newsom, Jim Vaszauskas

2. RECESS INTO EXECUTIVE SESSION

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

The meeting was not recessed into Executive Session.

A. Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071, including but not limited to legal issues concerning any item listed on today's posted City Council agendas, and/or the subject matter listed below:

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

C. Personnel Matters Pursuant to Section 551.074

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

3. RECONVENE INTO REGULAR BUSINESS SESSION

The meeting was not recessed into Executive Session.

4. INVOCATION

Council Member Simmons gave the Invocation.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

6. TEXAS PLEDGE

The Texas Pledge was recited.

7. CITIZEN COMMENTS

Citizens wishing to address the Council on 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. All comments are limited to five (5) minutes.

In order to be recognized during Citizen Comments, please complete a comment card located at the entrance of the Council Chambers. Please present the card to the Deputy City Secretary by 7:50 a.m., ten minutes before the start of the 8:00 a.m. meeting.

Gary Cardinale, 5 Velvet Court - Mr. Cardinale spoke regarding agenda item 12 and city finances.

Mike Leyman, 1202 Fairhaven Drive - Mr. Leyman spoke regarding agenda item 12 and a tax rate reduction.

Mayor Evans recognized three non-speaker cards noting support for agenda item 12, submitted by the following:

Tonia Jackson, 1500 Coastline Lane
Jessica Ross, 1725 Albaco Drive
Melisa Perez, 111 Van Worth Street

8. COUNCIL COMMENTS

There were no Council comments.

9. STAFF COMMENTS

There were no staff comments.

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

iii. Departmental Updates

10. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

No action was taken.

11. NEW BUSINESS

Discussion and Possible Action Regarding a Potential Increase to the Homestead Exemption

Presenters: Troy Lestina, Deputy City Manager/Chief Financial Officer
Attachments:

1. Ordinance

Troy Lestina, Deputy City Manager/Chief Financial Officer, presented the item. He reviewed preliminary projected property taxes compared to the previous year and compared preliminary property tax values to certified property tax values. Troy next gave a history of the City of Mansfield's tax rate and homestead exemption, compared the City's homestead exemption to other Dallas/Fort Worth cities, and provided facts and figures on how the City's current homestead exemption and tax rate equates to monetary figures in relation to taxable values and revenue. Finally, Troy spoke on the effect of the homestead exemption and tax rate on property taxes, and answered Council questions.

A motion was made by Mayor Pro Tem Tonore to approve the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, ADOPTING A RESIDENTIAL HOMESTEAD PROPERTY TAX EXEMPTION OF 20%

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

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

Aye: 5	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons
Nay: 0	None
Abstain: 0	None

Ordinance Number: OR-2439-26

12. WORK SESSION

Continued Discussion Regarding Proposed Water Rate Study/Structure

Adam Stark, Interim Executive Director of Public Works, presented the continued discussion regarding the proposed water rate study/structure. He outlined the input needed from the City Council and spoke on the background of the City's rate ordinance and why the change is currently needed. Adam reviewed the anticipated financial performance under current rates and baseline pass-through increases, rate structure key issues, rate design adjustments, and proposed rate structure changes for water and sewer. He also spoke on Tarrant Regional Water District (TRWD) cost pass-throughs compared to proposed water rate increases, Trinity River Authority (TRA) sewer treatment cost pass-throughs compared to proposed sewer rate increases, and comparisons on reserve requirements, debt service coverage, and expenses and revenues. Adam also presented customer bill comparisons for residential, commercial, and industrial users. City Council directed staff to move forward with Scenario 1, which includes a new rate structure, annual TRWD and TRA pass-through, and annual operational pass-through.

Next, Adam discussed a proposed class surcharge program to recover wastewater treatment costs. He presented various data, the proposed three-tier program, and comparisons to programs in other cities. Finally, Adam touched on inspection fees for the water resources division and proposed cost recovery methods. Joe Smolinski, City Manager, made comments throughout the discussion and along with Adam, answered Council questions.

13. ADJOURN

A motion was made by Council Member Bounds to adjourn the meeting at 9:17 a.m. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 5	Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons
Nay: 0	None
Abstain: 0	None

_________________________________ Michael Evans, Mayor

ATTEST:

_________________________________ Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2383

Agenda Date: July 13, 2026

Title
26-2383: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Funding for the Mansfield Fire Logistics Building Project in an Amount Not to Exceed $245,000.00 for Pre-Construction Services; Approving a Design-Build Contract with Crossland Construction Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Building Construction Fund)

Description/History
The Mansfield Fire Department identified a need for a facility to store and maintain specialized equipment and reserve apparatus for the department, which has naturally grown as Mansfield's population has increased. Currently, this equipment and reserve apparatus are stored at active Fire Stations. The proposed location for this facility is within the Public Safety Complex, and does not require the purchase of additional land.

Due to the size, building type, and well-defined scope of this project, staff is recommending the Design-Build delivery method. This method allows the City to contract with a single company for both the design and construction of the project. To ensure the Design-Builder meets or exceeds the standards of the industry, the City will separately contract with a licensed architect to act as an Owner's Representative, as is required by the Local Government Code.

Staff published a Request for Qualifications to select a Design-Builder and identified Crossland Construction Company and WRA as the most qualified.

This resolution requests City Council's consideration to authorize the City Manager, or his designee, to execute an Owner/Design-Builder contract and approve $245,000.00 in funding for the project's design and preconstruction phase. At the conclusion of this phase, staff will present a Guaranteed Maximum Price amendment for City Council's consideration.

Strategic Initiative
Focus on the Future

Recommendation
Staff recommends approval.

Funding Source
Building Construction Fund

Prepared By
Kristen Petree, Capital Projects Manager - (817) 276-4260

RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING FUNDING FOR THE MANSFIELD FIRE LOGISTICS BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $245,000.00 FOR PRE-CONSTRUCTION SERVICES; APPROVING A DESIGN-BUILD CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (BUILDING CONSTRUCTION FUND)

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

WHEREAS, the City has identified the need for a facility to store and maintain specialized equipment and reserve apparatus for the Mansfield Fire Department; and,

WHEREAS, the Mansfield Fire Department has grown in size as the City's population and demand for fire protection and emergency medical services have increased; and,

WHEREAS, specialized equipment and reserve apparatus are currently stored at multiple Fire Stations throughout the City rather than in a centralized location; and,

WHEREAS, a dedicated facility would enable Fire Department logistics staff to more effectively inventory and maintain equipment, accommodate current and future operational needs, and provide protection for reserve fire apparatus and ambulances; and,

WHEREAS, the defined scope and scale of this project make it well suited for delivery through the Design-Build method authorized under Chapter 2269, Texas Government Code; and,

WHEREAS, the City issued a Request for Qualifications for Design-Build services and selected Crossland Construction Company, in partnership with WRA Architects, as the Design-Builder for the Project; and,

WHEREAS, the City Council finds that approving funding for pre-construction services and authorizing the execution of a Design-Build agreement with Crossland Construction Company for the pre-construction phase of the Mansfield Fire Logistics Building Project ("Project") is in the best interest of the citizens of Mansfield; and,

WHEREAS, the requested funding is for pre-construction services associated with planning, design development, estimating, and related services, and construction services for the Project will be presented to the City Council for consideration at a future date.

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 of this Resolution 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.

Funding in an amount not to exceed $245,000.00 (Two-Hundred Forty-Five Thousand and 00/100) for the Mansfield Fire Logistics Building Project is hereby approved.

SECTION 3.

A Design-Build contract for pre-construction services for the Mansfield Fire Logistic Building Project with Crossland Construction Company, in substantial conformity with the document attached hereto, is hereby approved and the City Manager, or his designee, is authorized to execute the same on behalf of the City.

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

AIA® Document A141® – 2014
Standard Form of Agreement Between Owner and Design-Builder

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76039

and the Design-Builder:
(Name, legal status, address and other information)

Crossland Construction Company, Inc.
13601 North Freeway, Ste. 130
Fort Worth, Texas 76177

for the following Project:
(Name, location and detailed description)

Mansfield Fire Logistics Building
1601 Heritage Pkwy
Mansfield, Texas 76063

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

TABLE OF EXHIBITS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's requirements for the Project (the "Design Criteria") set forth in ~~this Section 1.1~~ Exhibit "D" – Design Criteria.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:
(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« See Exhibit "D" – Design Criteria »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

« See Exhibit "D" – Design Criteria »

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« See Exhibit "D" – Design Criteria »

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

« See Exhibit "D" – Design Criteria »

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are ~~as follows:~~ excluded.
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

« »

§ 1.1.6 The ~~Owner's budget~~ Design-Builder's conceptual estimate for the Work to be provided by the Design-Builder is set forth ~~below~~ in:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

« See Exhibit "E" – Control Estimate »

§ 1.1.7 The ~~Owner's~~ Design-Builder's design and construction milestone dates are attached as Exhibit "F" – Design Builder's Project Schedule:

.1 Design phase milestone dates:

« See Exhibit "F" – Design Builder's Project Schedule »

.2 Submission of Design-Builder Proposal:

« See Exhibit "F" – Design Builder's Project Schedule »

.3 Phased completion dates:

« See Exhibit “F” – Design Builder’s Project Schedule »

.4 Substantial Completion date:

« See Exhibit “F” – Design Builder’s Project Schedule »

.5 Other milestone dates:

« See Exhibit “F” – Design Builder’s Project Schedule »

§ 1.1.8 The Owner requires the Design-Builder to retain ~~the following~~an Architect, Consultants and Contractors at the Design-Builder’s cost as necessary to complete the Work:
(List name, legal status, address and other information.)

.1 Architect

« See Exhibit “G” – Key Firms and Personnel »

.2 Consultants

« See Exhibit “G” – Key Firms and Personnel »

.3 Contractors

« See Exhibit “G” – Key Firms and Personnel »

§ 1.1.9 Additional Owner’s Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

« See Exhibit “D” – Design Criteria »

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner’s Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner’s Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict in writing in accordance with the terms of this Agreement.

§ 1.1.11 If there is a change in the Owner’s Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit ~~Instruments of Service~~ Design Documents or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

§ 1.2 Project Team
§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Kristen Petree
1200 E Broad Street
Mansfield, Texas 76063
kristen.petree@mansfieldtexas.gov
817-276-4260

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s critical Submittals and RFIs during Construction Phase are as follows:
(List name, address and other information.)

Martinez Architects

900 Rockmead Dr Suite 250
Kingwood, TX 77339

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

For Material Testing and Geotechnical Reporting Services:
Landtec Engineers
3906 I-20 West, Suite 100
Arlington, Texas 76017

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.5 ~~Neither the Owner's nor t~~ The Design-Builder's representative shall not be changed without ten days' written notice to the other party. Design Builder shall have the right to approve any Owner project representative(s) and/or owner consultant(s) (as defined in Sections 1.2.1, 1.2.2, 1.2.3 and/or 7.1.1) and may decline to enter into this Agreement if Design-Builder does not approve such representative(s). Further, if an Owner's representative/consultant is not identified prior to Agreement execution, or if an Owner's representative/consultant is identified prior to Agreement execution, but is later changed in any way, Owner must notify the Design Builder in writing of the proposed representative(s), or change in representative(s), and Design Builder shall have ten (10) business days following such notice to either terminate the Agreement for convenience at no cost to Design Builder, or to add costs as Design Builder determines necessary to the Contract Sum. In the event Design Builder terminates for convenience under this Section, Design Builder shall take the steps outlined in Section 13.2.4.2 and Owner shall pay Design Builder as provided in Section 13.2.4.3

§ 1.3 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be ~~the~~ litigation in a court of competent ~~following~~:
~~(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)~~

~~[« »] Arbitration pursuant to Section 14.4~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other: *(Specify)*~~

§ 1.4 Definitions
§ 1.4.1 Design-Build Documents. The Design-Build Documents or "Contract Documents" consist of the documents defined in Article 16 of this Agreement, other documents listed in and incorporated into this Agreement ~~between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement~~; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment, supplies, skill, supervision, transportation, support services, facilities, and other resources and services ~~provided or to be provided by the Design-Builder~~ necessary and proper or incidental to carrying out and completion of the terms of the agreement and all other items of cost or value needed to produce, construct, and fully complete the Work identified by the Design-Build Documents. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 ~~Instruments of Service~~ Design Documents. ~~Instruments of Service~~ Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. ~~Instruments of Service~~ Design Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor; a subcontractor of a vendor to the Contactor, or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

§ 1.4.16 Design Criteria. The information in Exhibit "D" - Design Criteria specifies criteria the Owner considers necessary to describe the project. It may (or may not) include, as appropriate to the project, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, and any other requirements the Owner, at its sole discretion believes the Design-Builder requires to describe the project. ~~The Owner, by providing the Design Criteria, makes no representation or warranty the information in it is complete; unambiguous; or in compliance with current design, engineering, or code and statutory requirements.~~ The Owner does not warrant and will not be held responsible for errors or omissions in the Design Criteria not specifically identified in the Design-Builder's report required by Section 4.2.2.

§ 1.4.17 The Drawings. The Drawings are the graphic and pictorial portions of the Design-Build Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.4.18 The Specifications. The Specifications are that portion of the Design-Build Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.4.19 Construction Management Plan
The Construction Management Plan is prepared by the Design-Builder for its use in managing the Work and is not a Contract Document. The Construction Management Plan must include, at a minimum and without limitation, the following separate deliverables, which are subject to review and approval by the Owner:

.1 Safety and Logistics Plan;
.2 Design-Builder's Construction Schedule;
.3 Cost Management Plan, Control Estimate and Schedule of Values;
.4 Quality Management, Commissioning and Turnover Plan; and
.5 Information Management System.

§ 1.4.20 As-Built Documents
The As-Built Documents are the Drawings, Specifications, and addenda thereto that may be updated by the Design-Builder to accurately reflect the actual Work in place, including without limitation, the incorporation of Change Orders, responses to the Design-Builder's requests for information, Architect's supplemental instructions, field modifications, and other similar changes made to the Work during construction.

When requested by the Owner, the Design-Builder shall furnish to the Owner the most current Design Documents, to include, without limitation all the most current drawings, design and engineering calculations, specifications, and any other information which the Design-Builder, Architect or the Design-Builder's Consultant(s) have created in connection with or for the Project. At a minimum this information shall be provided in electronic format compatible with the most recent versions of the industry standard software for such information. Specifically, drawings shall be compatible with AutoCAD; design and engineering calculations compatible with MS Excel; and specifications with MS Word. All layers and information shall be fully accessible (not "PDF", "protected", or "plot" files).

§ 1.4.21 Equal to (or Approved Equal)
Products by manufacturers and information about those products other than those products required to meet the Design Criteria which the Design-Builder may submit for substitution as equal to those products required to meet in the Design Criteria; which may be incorporated in the Work after review and acceptance by the Owner and Owner's Independent Representative.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment
§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

« See Exhibit "H" – Design Builder's Fee & Cost Proposal »

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See AIA Document A141™–2014, Exhibit A, Design-Build Amendment's Exhibit "A.4" – Billing Rates »

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment
§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
~~**.8** All taxes levied on professional services and on reimbursable expenses; and,~~
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, prior to execution of the Design-Build Amendment, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred; will be billed at actual cost as supported by receipts and other similar documentation; and will not exceed the topset shown in Exhibit "H" – Design-Builder's Fee & Cost Proposal, ~~plus an administrative fee of « » percent (« » %) of the expenses incurred.~~

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment
§ 2.1.4.1 Payments are due and payable within thirty (30) days of the submission of the Design-Builder's properly formatted invoice. Amounts unpaid shall bear interest at the legal rate allowed by Texas Government Code Ch. 2251. ~~upon presentation of the Design-Builder's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

« » % « »

§ 2.1.4.2 **Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the ~~Design-Build Amendment~~ Work or termination of this Agreement, whichever occurs first.**
§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.
§ 2.3 Payment Instructions
All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.
Attn: Accounts Receivable
833 S. East Avenue
P.O. Box 45
Columbus, KS 66725

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder and Owner shall mutually agree upon a designated ~~in writing a~~ Design-Builder ~~r~~Representative who is authorized to act on the Design-Builder's behalf with respect to the Project. Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner. The Design-Builder shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Project.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the ~~Owner's Criteria~~ Exhibit "D" – Design Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Exhibit "D" – Design Criteria ~~Owner's Criteria~~ is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Responses to requests for information to be provided by the Owner;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of Claims previously submitted in accordance with Article 14;
- **.10** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.11** Current Project cash-flow and forecast reports;
- **.12** Discrepancies, conflicts, or ambiguities exist in the contract documents that require resolution;
- **.13** Health and safety issues exist in connection with the Project;
- **.14** Other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Project for the Contract Sum and within the prescribed contract time(s); and
- **.15 ~~2~~** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- **.1** Design-Builder's work force report;
- **.2** Equipment utilization report; and
- **.3** Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals
§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

.1 Design-Builder shall employ only design consultants and/or design subconsultants who are duly licensed and qualified to perform the work consistent with the Contract Documents. Prior to the date that design consultants and/or design subconsultants perform work on the Project, Design-Builder shall identify in writing to Owner all design consultants and design subconsultants. To the extent that Design-Builder has not selected a design consultant or design subconsultant prior to performing any part of the work for the Project, Design-Builder shall provide Owner in writing a list of any subsequently added design consultants and/or design subconsultants and their scope of work prior to their performing their work on the Project. Owner may confer with the Design-Builder and Owner may reasonably object to Design-Builder's selection of any design consultant or design subconsultant, provided that the Contract Sum and/or contract time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed design consultant or subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld.

.2 The standard of care for all design professional services performed to execute work for this Project shall be as follows: (1) with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer (collectively referred to as the "Standard of Care").

§ 3.1.12 Warranty. ~~The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective.~~ Design-Builder warrants that all materials and equipment furnished under the construction phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work or of a designated portion. Design-Builder shall correct installation defects on Owner-furnished and Design-Builder-installed materials and equipment during the correction period provided in §11.2.2.1. Except as provided above and to the extent products, equipment, systems, or materials incorporated into the Work are furnished by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.12.1 The following minimum warranty terms shall be incorporated:

- **.1** Duration shall be one year or as otherwise specified, dated from the Date of Substantial Completion;
- **.2** The article, material or system is free from defective materials and workmanship;
- **.3** Costs of repair or replacement shall not accrue to the Owner, including without limitation repair or replacement of other work disturbed by, or because of, repair or replacement; and
- **.4** The warranty period of one year, or as otherwise specified, shall recommence upon the identification and completion by Design-Builder and acceptance by Owner of any warranty claim during the initial one-year warranty period.

§ 3.1.12.2 The Design-Builder agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.1.12.3 If necessary as a matter of law, the Design-Builder may retain the right to enforce directly any such manufacturers' warranties during the one (1) year period following the date of Substantial Completion

§ 3.1.13 Royalties, Patents and Copyrights
§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Exhibit "D" – Design Criteria ~~Owner's Criteria~~. However, if the Design-Builder has reason to believe that the design, process or product required in the Exhibit "D" – Design Criteria ~~Owner's Criteria~~ is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification
§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees ("Owner Indemnitees"), from and against claims, damages, losses and expenses, to the extent such claims, damages losses and expenses are for bodily injury and property damage (other than to the Work itself and other property required to be insured) including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Owner Indemnitees.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements
§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The parties ~~Design-Builder~~ shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General
§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Exhibit "D" – Design Criteria ~~Owner's Criteria~~ unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Exhibit "D" – Design Criteria ~~Owner's Criteria~~, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria
§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- **.1** allocations of program functions, detailing each function and their square foot areas;
- **.2** a ~~preliminary estimate~~proposed Control Estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- **.3** a ~~preliminary~~ proposed Design-Builder's Project Schedule ~~schedule~~, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- **.4** the following:
  (List additional information, if any, to be included in the Design-Builder's written report.)

  a. Anything in the Owner's Criteria that may conflict with the requirements of local, State and Federal codes, statutes, ordinances, and all authorities having jurisdiction;

b. Anything in the Owner's Criteria that conflicts with best practices for design, engineering, or other industry standards that would prevent the Design-Builder from fully completing the Project in compliance with all laws; and

c. Other information and draft Exhibits to this Agreement as the Owner and Design-Builder agree are appropriate in the meeting described in Section 4.2.1.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;
.2 Site plan;
.3 Building plans, sections and elevations;
.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;
.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction
§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment and issuance by the Owner of a written Notice to Proceed.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall provide through itself or subcontractors the necessary ~~supervise~~ supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the Design-Builder to complete construction of the Project consistent with the Contract Documents. ~~and direct the Work, using t~~The Design-Builder~~'s best skill and attention~~ shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all subcontractors. To the extent that Design-Builder has not selected a subcontractor prior to performing the Work on the Project, Design-Builder shall provide Owner in writing a list of any subsequently added subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any subcontractor, provided that the Contract Sum and/or contract time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

§ 5.2.5 The Design-Builder assumes responsibility to Owner for the proper performance of the Work performed by Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any subcontractor or sub-Subcontractor, including but not limited to any third-party beneficiary rights. Design-Builder is expressly prohibited from the assignment or pass through of claims, rights, or causes of action, by power of attorney or otherwise, between Design-Builder and any subcontractors, materialmen, or suppliers, or any other third-party performing Work related to the Project, against the Owner.
§ 5.2.~~4~~6 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials
§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6. The Design-Builder shall also submit to the Owner, for each proposed substitution:

.1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog "cut sheets", warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;

.2 A written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable;

.3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable;

.4 The adjustment, if any, in the time of completion of the Contract and the Contractor's Construction Schedule in the event the substitution is acceptable; and

.5 Proposals for substitutions shall be submitted electronically to the Owner in sufficient time to allow no less than ten (10) business days for review.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes
The Design-Builder, to the extent the Owner is not exempted under this Agreement, shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. Provided that Owner has provided Design=Builder with the proper paperwork and provided that Owner has properly directed Design-Builder to directly purchase the applicable materials, equipment or services, in no event should the Owner pay the Design-Builder for taxes that were not properly due and duly paid or for which the Owner is exempt from paying under Texas law.

§ 5.5 Permits, Fees, Notices and Compliance with Laws
§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals, and licenses that are the Owner's responsibility.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances
§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers
§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site
The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed. The Design-Builder shall make available to the Owner for inspection and copying the record copy of the drawings, specifications, addenda, Change Orders and other Modifications, including all such documents maintained by the Design-Builder in electronic format, upon reasonable request of the Owner and, in any event, within seventy-two (72) hours of receipt by Design-Builder of a request from Owner for such review and/or copying. The Owner may request the record copy of the As-Built Documents, specifications, addenda, Change Orders and other modifications of the Work to be updated before Substantial Completion to reflect the most current condition of the Project, as additional costs of the Work paid as a Change Order at the Owner's expense. The Owner may require the Design-Builder to furnish the As-Built Documents in electronic format and may make copies of them prior to completion of the Work at the Owner's expense.

§ 5.8.1 The Design-Builder shall provide final electronic files and one "hard" copy of the Drawings and Specifications to the Owner updated to reflect the final condition of the Project with the final Application for Payment as a condition precedent to final payment.

§ 5.9 Use of Site
The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching
The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work. The Design-Builder shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Design-Build Documents. The Design-Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation.

§ 5.11 Cleaning Up
§ 5.11.1 ~~The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project~~ Design-Builder shall keep the Project site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work to permit

Owner to occupy the Project or a portion of the Project for its intended use (subject to the Owner occupancy terms specified elsewhere in this Agreement).

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 Subject to insurance requirements in this Agreement, t~~T~~he Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.13.1.5 The Design-Builder accepts assignment of, and liability (subject to the limitations below) for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Design-Build Documents. The Design-Builder shall be responsible for such pre-purchased items, if any, as if the Design-Builder were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Design-Build Documents shall also apply to any pre-purchased items, unless the Design-Build Documents specifically provide otherwise. Design-Builder shall correct installation defects on Owner-furnished and Design-Builder-installed materials and equipment during the correction period provided in §3.1.12 Except as provided above and to the extent products, equipment, systems, or materials incorporated into the Work are furnished by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work~~, except as to defects not then reasonably discoverable~~.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Correction of Defective Work.

§ 5.15.1 In addition to the Owner's rights under the Maintenance Bond, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract documents within a period of one (1) yeas from the date of Substantial Completion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract documents. The warranty provisions in the Contract documents shall be considered an additional obligation of the Design-Builder and are not a limitation on the Owner's rights, remedies, or obligations under Texas Civil Practice and Remedies Code Ch. 16, or any other law.

§ 5.15.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable. Design-Builder shall follow the process applicable under Texas Business and Commerce Code Ch. 59, as amended.

§ 5.15.3 The one-year period referenced in Section 5.15.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract documents.

§ 5.16 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives
§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- **.1** Additional <u>verifiable and reasonable </u>costs of professional services;
- **.2** Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.3** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.4** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- **.5** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.6** Additional <u>verifiable payroll</u> costs ~~of supervision and~~ field ~~office~~ personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. Omissions and conflicts thus discovered by the Design-Builder will be promptly communicated to the Owner in writing, after the Design-Builder has carefully scrutinized such information for consistency with other information about the Work. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder and as otherwise provided under Section 5.15.

§ 7.2.7 ~~Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder~~ As required by the provisions of Chapter 56 of the Texas Business and Commerce Code, the Owner has represented that it has sufficient funds available to undertake the Project.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance <u>and performance, payment and maintenance bonds</u> as set forth in Exhibit B <u>and in full compliance with Texas Gov't Code Ch. 2253. The bonds shall automatically be increased by the amount of any Change Order which increases the Contract Sum, with or without notice to the surety, but in no event shall a change order which reduces the Contract Sum reduce the penal amount of such bonds. The City of Mansfield, Texas, shall be named as an additional obligee on all performance, payment, and maintenance bonds, and insurance polices.</u>

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 Attention is directed to the fact that the Work is urgently needed by the Owner; for this reason it shall be agreed that the Design-Builder will substantially complete all Work under the Contract within the time established in the Design-Build Documents and the most recently approved Design-Builder's Construction Schedule (subject to the provisions of Section 8.2.1 below). The Design-Builder shall begin the Work on the date of commencement as defined in Exhibit "A" – Design-Build Amendment; carry the Work forward with adequate resources; furnish, without limitation such labor, supervision, materials, facilities, and equipment; and work such hours, including night shifts, overtime operations, and Sundays and/or holidays, as may be necessary to ensure the progress and completion of both the Work and the Project as reflected by the most recently approved Design-Builder's Construction Schedule. ~~The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.~~

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time and if applicable the Contract Sum shall be extended or revised by Change Order for such reasonable time/amount as the Owner may reasonably determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

§ 8.3 Design-Builder's Obligations after Delay

§ 8.3.1 If either the Work actually in place falls behind as reflected by the currently updated Master Project Schedule or Design-Builder's Construction Schedule, or it becomes apparent or likely in the reasonable opinion of the Owner that the Work will not be completed within the Contract Time or in accordance with the Design-Builder's Construction Schedule, the Design-Builder agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the Owner, as required to substantially eliminate, in the judgement of the Owner, the backlog of Design-Builder's Work on the Project:

.1 Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on site, and crafts as necessary;

.2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

.3 Reschedule activities to achieve maximum practical concurrence of accomplishment; and

.4 Do whatever else is reasonably required by the Owner.

Provided however that if the delay is caused by reasons set forth in 8.2.1 above, Design Builder shall be entitled to seek extension/revision of the Contract Time and Contract Sum as described in Section 8.2.1 above.

§ 8.4 Liquidated Damages

§ 8.4.1 Should the Design-Builder fail to substantially complete the Work on, or before, the original date set forth in the Contract, or on or before the revised date as granted by extensions to Contract Time, the Owner may at its sole discretion permit the Design-Builder to proceed, and in such case, there shall be deducted from any monies due or which may become due the Design-Builder, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the Owner. Liquidated damages are intended to compensate the Owner for the Design-Builder's failure to meet the deadlines set forth herein, but shall not excuse the Design-Builder from its obligation to meet the remaining requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The Design-Builder agrees that the sums in Section 8.4.2 are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Design-Builder further acknowledges and agrees that Liquidated Damages may be owing even though no termination has occurred.

§ 8.4.2 The Design-Builder shall pay Owner five hundred dollars ($ 500.00) for each day that expires after the date set forth in the Contract for Substantial Completion of the work to be "ready for use, beneficial occupancy and operation" by the Owner until Design Builder achieves Substantial Completion of the Work.

§ 8.4.3 The parties acknowledge, covenant and agree that the daily basis and the amount set forth above for liquidated damages are reasonable and equitable due to increased Owner personnel efforts in administrating the Contract; increased consultants' expenses; inconvenience and expense caused to Project stakeholders; and loss of confidence and diminished trust in the Owner's management abilities by the local and national community, the Owner's peers, and by financial institutions necessary to the Owner's future endeavors; all incurred by delays in the completion time.

§ 8.4.4 Permitting the Design-Builder to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract. The Design-Builder acknowledges the Owner receives no benefits from early completion of the Project or the Work, therefore all rights, if any, to an early completion bonus or other increases in the Contract Sum for such early completion are hereby waived by the Design-Builder.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum
The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values
Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than ~~Instruments of Service~~ Design Documents, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** defective Work, including design and construction, not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment
If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use,~~.~~ all major systems are operational, and all safety features are completed and Owner's receipt of written confirmation after final inspections by the applicable electrical, plumbing, fire department, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the Owner. In addition to the other requirements of the Design-Build Documents, and without limitation the Design-Builder must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the Contractor shall be deemed to have achieved Substantial Completion. ~~The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.~~

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion. Such determination shall be documented in writing by the Design-Builder; provided to the Owner for approval.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 Subject to the insurance requirements in the Contract Documents, ~~T~~ the Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents ~~to remain in force after final payment is currently in effect~~ and will not be cancelled or allowed to expire until at least thirty (30) days written notice is given to the Owner, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Design-Builder shall deliver a permanent certificate of occupancy from local authorities having jurisdiction.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The Design-Builder will also provide the Owner a comprehensive list of all claims previously and properly made in writing and identified by the Design-Builder as unsettled at the time of Final Completion. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 ~~liens~~bond claims, Claims, liquidated damages, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Design-Build Documents; ~~or~~

.3 terms of special warranties required by the Design-Build Documents;

.4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment; or

.5 gross negligence, willful misconduct, or fraudulent concealment in connection with the performance of the Contract.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Project site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Project site or adjacent thereto. The Design-Builder shall be responsible for initiating, implementing, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the contract documents, Design-Builder's Safety Representative shall be an individual stationed at the Project Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Project site and shall hold weekly safety meetings with Design-Builder's personnel, subcontractors and others as applicable.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to the following, but not limited to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections. The Design-Builder shall also be responsible, at the Design-Builder's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Design-Builder.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel, and the Design-Builder shall give the Owner reasonable advance written notice of such planned activities.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the

Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 Design-Builder's responsibility for safety under this Section 10.2 is not intended in any way to relieve subcontractors and sub-subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all legal requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work. ~~The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.~~

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~[Intentionally Omitted]

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work
The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work
§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion
§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§11.2.6 The Design-Builder's obligations under this Section 11.2 shall, without limitation, survive acceptance of the Work under the Contract and termination of the Contract.

§ 11.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are ~~Instruments of Service~~ Design Documents. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Design Documents~~Instruments of Service~~, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Design Documents~~Instruments of Service~~ to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Design Documents~~Instruments of Service~~, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Design Documents ~~Instruments of Service~~ solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Design Documents ~~Instruments of Service~~ solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Design Documents~~Instruments of Service.~~

§ 12.3.2 In the event the Owner alters the Design Documents ~~Instruments of Service~~ without the author's written authorization or uses the Design Documents ~~Instruments of Service~~ without retaining the authors of the Design Documents~~Instruments of Service~~, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Design Documents under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Owner's Right to Stop Work.

§ 13.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

§ 13.1.2 Design-Builder is entitled to seek an adjustment of the Contract Sum and/or Contract time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

§ 13.2 Owner's Right to Perform and Terminate for Cause.

§13.2.1 If Design-Builder fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract documents, (iii) comply with applicable legal requirements, (iv) timely pay, without cause, design consultants or subcontractors in conformance with their respective contracts, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 13.2.2 and 13.2.3 below.

§ 13.2.2 Upon the occurrence of an event set forth in Section 13.2.1 above, Owner may provide written notice to Design-Builder that it intends to declare the Project to be abandoned or terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to declare abandonment of the Project or terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Project abandoned or the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

§ 13.2.3 Upon declaring this Agreement abandoned or terminated pursuant to Section 13.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract documents until the Work shall be finally completed in accordance with the Contract documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if this Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Sum, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default.

§ 13.2.4 If Owner improperly terminates this Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 13.6 hereof.

§ 13.3 Design-Builder's Right to Stop Work.

§ 13.3.1 Design-Builder may, in addition to any other rights afforded under the Contract documents or at law, stop the Work for the following reasons:

§ 13.3.1.1 Owner's failure to provide financial assurances as required under Section 13.3 hereof; or

§ 13.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

§ 13.3.2 Should any of the events set forth in Section 13.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Sum and Contract time(s) to the extent it has been directly impacted by such stoppage along the critical path of the Project.

§ 13.4 Design-Builder's Right to Terminate for Cause.

§ 13.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

§13.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 13.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

§ 13.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 13.1.1 hereof.

§ 13.4.1.3 Owner's failure to cure the problems set forth in Section 13.3.1 above after Design-Builder has stopped the Work.

§ 13.4.2 Upon the occurrence of an event set forth in Section 13.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder shall give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare this Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under this Agreement.

§ 13.5 Bankruptcy of Owner or Design-Builder.

§ 13.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

§ 13.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

§ 13.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Section 13.

§ 13.5.2 The rights and remedies under Section 13.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of this Agreement.

§ 13.6 Termination for Convenience.

§ 13.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for Work properly executed through the date of termination and costs incurred by reason of such termination (except to the extent such payment directly conflicts with applicable law). In addition to the foregoing, the Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Design-Builder shall only be entitled to receive payment for Work executed on the alternate component, if any, through the date of termination. Pursuant to this Agreement and the Contract documents, the Design-Builder conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of this Agreement, including any claims in quantum meruit and specific performance. The Agreement and the Contract Documents expressly made subject to the limitations of Texas Local Gov't Code Ch. 271.

§ 13.6.2 If Owner terminates this Agreement pursuant to Section 13.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the work product provided to the extent reasonably possible by Design-Builder.

~~**§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**~~
~~**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.~~

~~**§ 13.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.~~

~~**§ 13.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.~~

~~**§ 13.1.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~**§ 13.1.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.~~

~~**§ 13.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.~~

~~**§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**~~
~~**§ 13.2.1 Termination by the Design-Builder**~~
~~**§ 13.2.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:~~

- ~~**.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~
- ~~**.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;~~
- ~~**.3** Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or~~
- ~~**.4** The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.~~

~~**§ 13.2.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~**§ 13.2.1.3** If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~

~~**§ 13.2.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.~~

~~**§ 13.2.2 Termination by the Owner For Cause**~~
~~**§ 13.2.2.1** The Owner may terminate the Contract if the Design-Builder~~

~~.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;~~
~~.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;~~
~~.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;~~
~~.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
~~.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.~~

~~**§ 13.2.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:~~
~~.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;~~
~~.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and~~
~~.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

~~**§ 13.2.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.~~

~~**§ 13.2.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.~~

~~**§ 13.2.3 Suspension by the Owner for Convenience**~~
~~**§ 13.2.3.1** The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.~~

~~**§ 13.2.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~
~~.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or~~
~~.2 that an equitable adjustment is made or denied under another provision of the Contract.~~

~~**§ 13.2.4 Termination by the Owner for Convenience**~~
~~**§ 13.2.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.~~

~~**§ 13.2.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall~~
~~.1 cease operations as directed by the Owner in the notice;~~
~~.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,~~
~~.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.~~

~~**§ 13.2.4.3** In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims
§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims
§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time
§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages
The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision
§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure
§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data,

(2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, ~~shall~~ may at the election of the Parties be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 **[Intentionally Omitted]** ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 14.3.3 If the Parties elect mediation, ~~The~~ the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 [Intentionally Omitted] ~~Arbitration~~

~~§ 14.4.1 **If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.**~~

~~§ 14.4.1.1 **A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.**~~

~~§ 14.4.2 **The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.**~~

~~§ 14.4.3 **The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.**~~

~~**§ 14.4.4 Consolidation or Joinder**~~

~~§ 14.4.4.1 **Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).**~~

~~§ 14.4.4.2 **Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.**~~

~~§ 14.4.4.3 **The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.**~~

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.~~

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies
§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections, and Quality Management
§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder. As required by the provisions of Texas Government Code, Section 2269.058(a), the Owner shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the Owner. To the extent that any of the provisions of this Section 15.5 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a) such conflict is unintentional, and the provisions of the Texas Government Code shall control.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense. The Design-Builder also agrees the cost of testing, inspection, and approval services required for the convenience of the Design-Builder in scheduling and performance of the Work, and the cost of such similar services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Design-Builder.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information
If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization
Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation
§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Measurement
Before ordering any material or doing any Work, the Design-Builder shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Owner for consideration before proceeding with the Work. The Design-Builder shall use prudent efforts to identify discrepancies in dimensions in a timely fashion and notify the Owner of these prior to commencing any Work affected by the ambiguous dimensions. No extra charge or compensation shall be allowed because of differences between actual measurements and the dimensions indicated on the drawings.

§ 15.10 Expediting Materials
The Design-Builder shall within (20) days, after receipt of Notice to Proceed and approval of the list of subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work, and shall submit to the Owner evidence that such orders have been placed in accordance with the Design-Builder's Construction Schedule.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
.5 Exhibit D, Design Criteria ~~AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:~~
.6 Exhibit E, Control Estimate
.7 Exhibit F, Design-Builder's Project Schedule
.8 Exhibit G, Key Firms and Personnel
.9 Exhibit H, Design Builder's Fee & Cost Proposal
~~**.6** Other:~~

~~« »~~

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
Troy Lestina, Deputy City Manager	« »« »
(Printed name and title)	*(Printed name and title)*

EXHIBIT A
Design-Build Amendment

If required to be provided at a later date.

EXHIBIT B

Insurance, Performance, Payment and Bonds

Insurance (GL Policy)

Builders' Risk Policy

Performance, Payment Bonds

*Items listed above are to be provided within 10 days after Design Build Amendment is approved. *

EXHIBIT C
Sustanability Projects

Not required per RFQ

EXHIBIT D

Design Criteria

Contained within in this exhibit is the design criteria referenced in the RFQ.

Project Background

The Mansfield Fire Department currently manages logistics, warehousing, and distribution for Fire and EMS support out of multiple locations, including fire station bays, fire station storage areas, fire administration closets, and various logistics division vehicles. Existing facilities are inadequate for current workloads and projected growth.

Site Selection

The selected site is a 25,500 sq ft vacant lot located within the Mansfield Public Safety Complex at 1601 Heritage Parkway, Mansfield, Texas 76063. The site is located behind a gate within a secure area (do not attempt to enter). Line locate results showed one water line (blue) and one electrical line (red) on the site. Their approximate locations are shown below. The sole structure on the site is a temporary practice-burn building.

Project Objectives

- Centralize storage, inventory management, and distribution functions
- Improve efficiency, accuracy, and speed of supply handling
- Support growth in the number of stations, fleet size, and departmental personnel over the next 20 years
- Enhance resilience and continuity of operations during emergencies
- Provide a safe, functional, and durable work environment for staff

Operational Overview

Primary Functions

- Central warehouse and inventory storage
- PPE and uniform storage and handling
- Equipment and small tools storage and repair
- Apparatus/vehicle support bays (light maintenance, outfitting, staging)
- Support for future in-house Emergency Vehicle Technician (EVT) operations to perform routine maintenance (e.g., fluid and filter changes, basic maintenance) on emergency apparatus
- Storage of bulk consumables (hoses, foam, absorbents, fuel containers, DEF, etc.)
- Administrative offices for logistics staff

Operating Hours

- Standard operations: Monday–Friday, 0700–1700
- Emergency operations: facility must support 24/7 access during major incidents

Staffing (initial)

- 3 full-time logistics staff
- Occasional field crews and vendors

Summary of Requirements

The following is a quick reference distinguishing non-negotiable minimum requirements from preferred features by category.

Category	Non-Negotiable (Minimum)
Site & Access	Truck access, secure yard, code-compliant parking
Building Size & Layout	14,000-15,000 Gross Square feet (TBD with selected design team)
Safety & Compliance	Full code compliance, fire protection, ADA
Operations & Workflow	Dedicated loading, clear circulation, defined zones
Utilities & Systems	Adequate HVAC, power, plumbing, data, backup power connections
Staff Spaces	Basic offices, restroom, break area, locker/shower facilities (dual purpose for fire academy students)
Sustainability	Meet the current energy code
Aesthetics & Branding	Durable, low-maintenance exterior with similar design considerations to match the other buildings on site

General & Compliance

Facility must meet or exceed all applicable local, state, and federal codes, including but not limited to building, fire, electrical, mechanical, and plumbing codes; accessibility requirements; and zoning and land use regulations. Where applicable, design shall consider relevant NFPA standards for storage, fire protection, and emergency operations.

Capacity & Access Requirements

Site must accommodate the building footprint, on-site parking for staff and visitors, and a secure yard for fleet, trailers, and bulk materials.

- **Vehicular Access:** Provide dedicated truck access for box trucks, semi-trailers, and apparatus, with turning radii appropriate for the largest vehicle expected. Separate staff/visitor parking from truck loading areas to the extent practical, and ensure safe, code-compliant fire department access around the structure.
- **Security:** Include perimeter security fencing around yard areas and controlled access at all vehicle and pedestrian gates to maintain CJIS compliance.

Building Program – Minimum Spaces

- **Warehouse / Storage:** Minimum 8,500 ft^2 of open warehouse space with clear height of at least 20 ft. Structural capacity for high-pile storage racks and pallet racking, and a floor slab suitable for forklift and pallet jack operations.
- **Specialized Storage Areas:** Temperature-controlled storage for PPE and uniform components with separation between clean and soiled gear; secure controlled-access room for high-value items; and ventilated storage for hazardous materials in compliance with code.
- **Loading & Material Handling:** Minimum bay space for 6 reserve Fire Apparatus, to include pumpers and ladder trucks, grade-level access for forklifts and pallet jacks. With 3 or more being completely drive-through bays.

- **Admin & Staff Areas:** Office space for 4 logistics staff (3 current, 1 future), including workstations and supervisor/private office; a small meeting space; restrooms; break area with kitchenette; and basic storage. A shower/locker room with 4 shower stalls and lockers.
- **Mechanical, Electrical, & Support Spaces:** Provide IT/telecom room sized for current and future networking needs, janitor's closet, mechanical/electrical rooms, and other back-of-house spaces as required by code.

Safety, Resilience, and Continuity

- **Fire & Life Safety:** Provide a code-compliant fire detection and alarm system, automatic fire sprinkler system, and adequate emergency egress and lighting with clear, unobstructed exit paths.
- **Resilience / Continuity:** Provide emergency power capability (generator or connection infrastructure) to maintain critical operations in outages, including IT/network equipment, security and access control, and minimal lighting in warehouse and admin areas. Design to meet or exceed local wind and weather load requirements.

Technology & Security

- **Technology Infrastructure:** Provide robust data and communications pathways (conduits and cabling raceways) to support inventory management systems, wireless and wired networks, and security/camera systems.
- **Physical Security:** Provide access control on all exterior doors and camera coverage of loading docks, warehouse interior, and yard.

EXHIBIT E
Control Estimate

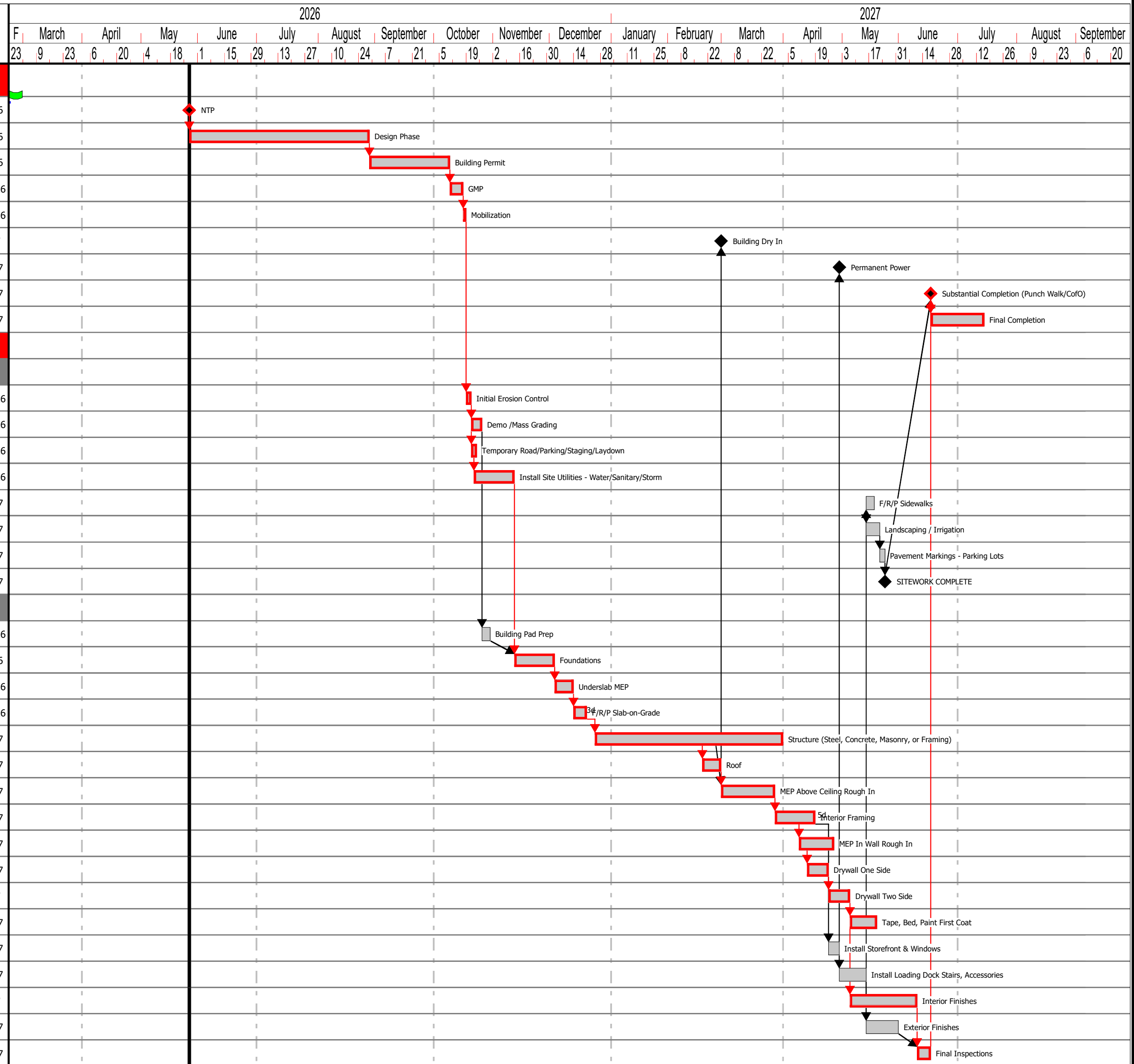
To be updated upon completion of Schematic Documents. The Owner's desired budget for this project shall not exceed $3,562,500. The Owner has a target construction budget of $2,806,523.00.

EXHIBIT F

Construction Schedule

Contained within this Exhibit is the anticipated project schedule, subject to design, permitting, and execution of the GMP Amendment. Delays outside of the Contractors control such as weather, permitting, and material delays that directly impact the Project's delivery have not been assumed in this schedule. Any impacts due to such delays shall be recorded, and verified by the Owner. Granted extended days and corresponding cost impacts shall not be unreasonably withheld by the Owner. Cost impacts caused by such delays may be absorbed by remaining contingency or by Change Order.

Line	Name	Responsibility	Duration	Predecessors	Successors	Start	Finish
1	**MAJOR MILESTONES**						
2	NTP				3	5/27/2026 *	5/27/2026
3	Design Phase		67d	2	4	5/27/2026	8/27/2026
4	Building Permit		30d	3	5	8/28/2026	10/8/2026
5	GMP		5d	4	6	10/9/2026	10/15/2026
6	Mobilization		1d	5	13	10/16/2026	10/16/2026
7	Building Dry In			27		3/1/2027	3/1/2027
8	Permanent Power			34		4/30/2027	4/30/2027
9	Substantial Completion (Punch Walk/CofO)			20, 38	10	6/17/2027	6/17/2027
10	Final Completion		20d	9		6/17/2027	7/14/2027
11	**CONSTRUCTION**						
12	**Site Construction**						
13	Initial Erosion Control		2d	6	14	10/19/2026	10/20/2026
14	Demo /Mass Grading		4d	13	15 SS, 22	10/21/2026	10/26/2026
15	Temporary Road/Parking/Staging/Laydown		2d	14 SS	16 -1d	10/21/2026	10/22/2026
16	Install Site Utilities - Water/Sanitary/Storm		15d	15 -1d	23	10/22/2026	11/11/2026
17	F/R/P Sidewalks		3d	37 SS	18 SS	5/14/2027	5/18/2027
18	Landscaping / Irrigation		5d	17 SS	19	5/14/2027	5/20/2027
19	Pavement Markings - Parking Lots		2d	18	20	5/21/2027	5/24/2027
20	SITEWORK COMPLETE			19	9	5/25/2027	5/25/2027
21	**Building Construction**						
22	Building Pad Prep		3d	14	23	10/27/2026	10/29/2026
23	Foundations		15d	22, 16	24	11/12/2026	12/2/2026
24	Underslab MEP		7d	23	25	12/3/2026	12/11/2026
25	F/R/P Slab-on-Grade		5d	24	26 3d	12/14/2026	12/18/2026
26	Structure (Steel, Concrete, Masonry, or Framing)		70d	25 3d	28 -25d, 27 -30d	12/24/2026	3/31/2027
27	Roof		7d	26 -30d	28, 7	2/18/2027	2/26/2027
28	MEP Above Ceiling Rough In		20d	26 -25d, 27	29	3/1/2027	3/26/2027
29	Interior Framing		15d	28	30 -6d, 34 5d	3/29/2027	4/16/2027
30	MEP In Wall Rough In		13d	29 -6d	31 SS 3d	4/9/2027	4/27/2027
31	Drywall One Side		8d	30 SS 3d	32	4/14/2027	4/23/2027
32	Drywall Two Side		8d	31	33	4/26/2027	5/5/2027
33	Tape, Bed, Paint First Coat		10d	32	36 SS	5/6/2027	5/19/2027
34	Install Storefront & Windows		4d	29 5d	35, 8	4/26/2027	4/29/2027
35	Install Loading Dock Stairs, Accessories		10d	34	37	4/30/2027	5/13/2027
36	Interior Finishes		25d	33 SS	38	5/6/2027	6/9/2027
37	Exterior Finishes		12d	35	38, 17 SS	5/14/2027	5/31/2027
38	Final Inspections		5d	36, 37	9	6/10/2027	6/16/2027



Milestone Appearances

Diamond

CROSSLAND CONSTRUCTION COMPANY, INC.

Mansfield Fire Logistics Building

Job #: Job Number

Start Date: 5/27/2026
Finish Date: 7/14/2027

Print Date: 5/22/2026 5:25:49 PM
Update as of:: 5/27/2026

City of Mansfield

View: 1. Adding Activities and Resp Codes

Filter: None

Page 1 of 1

EXHIBIT G

Key Firms and Personnel

Contained within are the resumes of Firms and personnel involved with the project.

COMPANY INFORMTION

CROSSLAND CONSTRUCTION COMPANY, INC.

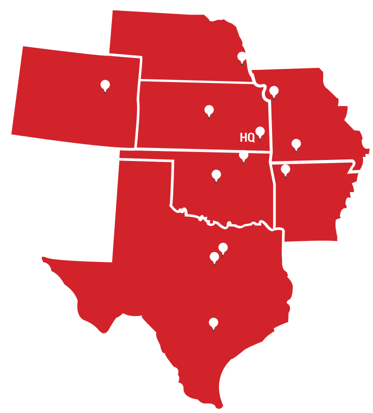
Ivan Crossland, Sr. established Crossland in a small, Kansas town in 1977. **We are a family, and minority-owned corporation**, currently ranked in the Top 100 on Engineering News Record's list of Top 400 Contractors in the nation. With over 2,000 employees and located in eleven offices, we have the expertise and resources to deliver exceptional projects. We continue to serve under the belief that if you dream big, remain humble, and work hard - great things are possible.

ESTABLISHED IN

1977

12 OFFICE LOCATIONS IN 7 STATES

Our local office and HQ is located in Columbus, KS



OUR SERVICES

Pre-Construction
General Contracting
Design-Build
Design-Bid-Build
Construction Management

TOTAL REVENUE

2024—$2,610,660,158
2023—$2,064,098,922
2022—$1,592,518,998

EMPLOYEES

2,000+ Company-Wide

RANKED 8TH LARGEST GENERAL CONTRACTORS BY DALLAS BUSINESS JOURNAL

OUR SAFETY NUMBERS

.34	0	.53
EMR	LIR	RIR

MINORITY BUSINESS ENTERPRISE

MBE

RANKED 50 BY ENR MAGAZINES TOP 400 CONTRACTORS IN THE NATION

PROJECT STATS

250+ Industrial/Manufacturing
200+ Municipality Projects
300+ Educational
50+ Multi-Family

SELF-PERFORMANCE

- Concrete
- Carpentry
- Demolition
- Prefab Systems
- Site Utilities
- Earthwork
- Steel Erection

get to know your project
LEADERSHIP

CONTACT

dkloer@crossland.com

469-525-6617

ABOUT ROCKY

Derek has spent his entire 16+ year career with Crossland Construction. As a Columbus, KS native, he went to Pittsburg State University and started with Crossland through our longstanding internship program. In the years after, he has diligently worked his way up the ranks to a Senior Project Manager in the Prosper Division prior to his promotion to Division Manager.

When Derek isn't hard at work, he enjoys spending time with his family and his kiddos - hunting, fishing, and golfing when he can. And, of course, cheering on the Dallas Cowboys!

ADVICE DEREK LIVES BY

"The only place that success comes before work is in the dictionary."

JOB ROLE & YEARS OF EXPERIENCE

Vice President - Fort Worth I 16 Years of Experience

Derek leads Crossland's Fort Worth Division and his team of construction professionals.

He is an extremely active and hands-on executive. He frequently visits jobsites, and guides his team on critical project components and decisions - ensuring all significant milestones are achieved and projects stay within budget.

PROJECT ROLE

Derek is incredibly passionate about construction. He understands both the challenges and rewards that can come with projects, large or small. He will be there to advocate for you as our client, set your project up for success, and make sure it's completed with the best possible outcome.

Pre-Construction Phase:

- Oversees all pre-construction phase services, including budget and schedule creation

Construction Phase:

- Gives executive guidance and authorization
- Makes sure project is on track with all major milestones
- Supervises project production rates and progression
- Attends monthly project team update meetings

NOTABLE PROJECT EXPERIENCE

- Justin Fire Station No. 2, Justin, TX, $17.6M
- Denton County ESD, Denton, TX, $2.5
- Grand Prairie Fire Station, Grand Prairie, TX, $7M
- Princeton Fire Station No. 3, Princeton, TX, $2.4M
- Princeton Fire Station No. 2, Princeton, TX, $6M
- Watters Creek Hotel by Marriott, Allen, TX, $62M
- Princeton Municipal Center, Princeton, TX, $18.1M
- Baker Hughes, Multiple Projects, $50M
- Weatherford Energy, Odessa, TX, $35M
- Project Rodeo, McGregor, TX, $100M
- Northwest ISD Stadium, Justin, TX, $7M
- Stephenville Stadium, Stephenville, TX, $35M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Flower Mound Fire Station No. 6, TX, $12M

DEREK'S 3 KEYS TO A SUCCESSFUL PROJECT

- Urgency
- Collaboration
- Trust

ERIC BUNNER

Director of Preconstruction

Eric Bunner will be an active participant in the design phase, offering valuable insight on areas of crucial importance, including budget and schedule creations and overall constructability. Eric will also develop bid packages associated with your project and will conduct the formal bid process.

He will communicate regularly with the project manager and superintendent as he progresses through the preconstruction phase, promoting a seamless transition from preconstruction to the construction phase.

CONTACT

ebunner@crossland.com

972-351-0877

YEARS OF EXPERIENCE

27 Years

EDUCATION

Bachelor of Science
Industrial Technology Management
University of Wisconsin

CERTIFICATIONS

ASHE Health Care Construction

REFERENCES

Nic Link
Blue Star Land
nlink@dallascowboys.net
214-869-8076

Kenny Deel
Melissa ISD
kdeel@melissaisd.org
469-499-4295

PROJECT EXPERIENCE *partial list*

- Grand Prairie Fire Station No. 11, Grand Prairie, TX, $7M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Melissa Public Safety Headquarters, Melissa, TX, $18M
- Little Elm Public Safety Annex, Little Elm, TX, $13.99M
- Princeton Fire Station No. 2, Princeton, TX, $6M
- Princeton Fire Station No. 3, Princeton, TX, $2.4M
- Anna Fire Station No. 2, Anna, TX, $8M
- McKinney Fire Station No. 10, McKinney, TX, $7.1M
- McKinney Fire Station No. 11, McKinney, TX, $8.18M
- Celina Fire Station No. 3, Celina, TX, $14.7M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Greenville Fire Admin & Training Tower, Greenville, TX, $14.5M
- Justin Fire Station No. 2, Justin, TX, $15M
- Aubrey Fire Station No. 2, Aubrey, TX, $7M

DREW WORTH

Estimator

Drew Worth is an experienced Estimator with 13 years in the construction industry. He specializes in accurately analyzing project scopes and developing concise bid packages for a wide range of municipal, public safety, and commercial projects. Drew is responsible for clearly communicating the scope of work for all trades, managing clarifications, and issuing necessary addenda or transmittals to ensure all parties are aligned. He actively engages both local and regional subcontractor and supplier markets, encourages bid participation in accordance with state and municipal statutes, and thoroughly collects and analyzes bids to ensure completeness and value. Drew collaborates closely with senior project managers to recommend subcontractors that provide maximum value to project owners.

CONTACT

dworth@crossland.com

469-388-2712

YEARS OF EXPERIENCE

13 Years

EDUCATION

Bachelor of Science
Construction Sciences
Texas A&M University

CERTIFICATIONS

OSHA 10+30 Hour
Smith Driving Certification

REFERENCES

Kenny Deel
Melissa ISD
kdeel@melissaisd.org
469-499-4295

PROJECT EXPERIENCE *partial list*

- Grand Prairie Fire Station No. 11, Grand Prairie, TX, $7M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Melissa Public Safety Building, Melissa, TX, $19.2M
- Little Elm Public Safety Annex, Little Elm, TX, $13.99M
- Celina Fire Station No. 3, Celina, TX, $15M
- Aubrey Fire Station #2, Aubrey, TX, $7M
- Aubrey Fire Station No. 3, Aubrey, TX, $8.9M
- Anna Fire Station #2, Anna, TX, $8M
- Princeton Fire Station #2, Princeton, TX, $6M
- Frisco Fire Station No. 10, Frisco, TX, $12.2M
- Greenville Fire Admin, Greenville, TX, $12.58M
- Mesquite Field Services Center, Mesquite, TX, $12.8M

BEN HARRIS

Senior Superintendent

CONTACT

bharris@crossland.com

479-366-4908

YEARS OF EXPERIENCE

23 Years

EDUCATION

Bachelor of Science
Construction Management
Pittsburg State University

CERTIFICATIONS

NCCER Performance Evaluator
OSHA 30 Hour
Walmart SWPPP Certification
Walmart Remodel Certification
Certified Forklift Operator
Smith Driving Certification

REFERENCES

Duke Sparks
Melissa ISD
dsparks@melissaISD.org
903-271-8893

Toby Haggard
Haggard Property Group
972-571-2658

Your Senior Superintendent Ben Harris will oversee all Superintendents, subcontractors, and self-performance aspects of your project. Ben will increase effectiveness and performance of all local Superintendents through education and mentorship.
Ben is active in the local subcontractor market so he knows which subs we should work with currently and has his eye on the up and coming subcontractors for future jobs. He will coordinate with the local Superintendent to find the best subcontractor for your project. He will be an active participant in the design phase, offering valuable insight to you, the Owner, and the design team on important project details, including budget, schedule ,and overall constructability.

Once construction begins, Ben regularly conducts random audits regarding daily reports, progress schedules, and subcontractor coordination to ensure our team is at the top of their game with coordination and communication.

PROJECT EXPERIENCE *partial list*

- McKinney Fire Station #11, McKinney, TX, $8.18M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Sunset Amphitheater McKinney, TX, $250M
- Grand Prairie Fire Station 11, Grand Prairie, TX, $7M
- Greenville FD Admin and Training, Greenville, TX, $14.5M
- Forney Fire Station #2 Renovations, Forney, TX, $5M
- McKinney Municipal Service Center, TX, $8.7M
- Frisco City Hall Renovations, Frisco, TX, $15.13M
- City of Frisco Public Works, Frisco, TX, $14.7M
- City of Anna Fire Station No. 2, Anna, TX, $8M
- Princeton Fire Station #2, Princeton, TX, $6M
- Princeton Fire Station 3, Princeton, TX, $2.41M
- City of Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Fannin County Justice Center, Bonham, TX, $11M

ZACH SMITH

Project Manager

As the Project Manager, Zach's job is to know the project from top to bottom. You can trust that he will be able to see the big picture and plan for the unexpected, while also understanding the small details of what you want and need as the client. Since Zach is responsible for the overall planning of the project, he will focus on subcontractor bidding, developing the budget, creating schedules, and keeping detailed project logs.

Zach will also take care of all the financial aspects of the project: cost accounting, pay applications, and bill coding. Throughout the process, you can reach out to Zach as a point of contact and a key collaborator. You can think of Zach as the quarterback of the team---a strong leader, who knows the plan, and is ready to take your ideas and make them a winning project.

CONTACT

zsmith@crossland.com

817-403-5899

YEARS OF EXPERIENCE

7 Years

EDUCATION

U.S. Army

2018-2021

13J – Fire Control Specialist - Fort Hood, TX

CERTIFICATIONS

OSHA 30 Hour

Smith Driving Certification

REFERENCES

Trevor Powell
Construction Manager
Stonemont Financial Group
470-494-5060
trevorp@srackinc.com

Glen Kitto
Managing Director
Ardor Ventures
214-415-8877
gkitto@ardorventures.com

PROJECT EXPERIENCE *partial list*

- Joshua HS CTE Renovation & Addition, Joshua, TX, $1.6M
- Sunbelt Rentals Corporate Campus, Grapevine, TX, $43M
- Alliance Hyundai, Fort Worth, TX, $22M
- Joshua ISD Nichols MS Addition, Burleson, TX, $8M
- Joshua ISD HS Kitchen/Caf. Reno + Addition, Joshua, TX, $12M
- Main Gate Logistics, Savannah, GA, $26M
- Victaulic TI, Fort Worth, TX, $7M
- Ulta TI, Greer, SC, $5M
- Reliant Cass White, White, GA, $64M*
- Stonemont FM156/Victualic TI, Fort Worth, TX, $26M*
- Harmon Road, Fort Worth, TX, $30M*
- Stonemont, Braselton, GA, $17M*

ZACH MURPHY

Assistant Project Manager

CONTACT

zmurphy@crossland.com

469-919-9729

YEARS OF EXPERIENCE

4 Years

EDUCATION

Bachelors of Science
Architectural Engineering
University of Oklahoma

CERTIFICATIONS

OSHA 10 Hour

REFERENCES

Kevin Bird
Devcon Development Construction
214-244-4946
kevin@devocn-inc.com

Wes Eversole
Lake Dallas ISD
940 497-8402
weversole@ldisd.net

As Assistant Project Manager, Zach works closely alongside your Project Manager, supporting the team with a wide range of administrative tasks. He is responsible for assisting with bidding and analysis, and often collaborates with other team members to help develop your project's budget and schedule.

PROJECT EXPERIENCE *Partial list*

- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Home2 by Hilton, Denton, TX, $16M
- Lake Dallas High School Fine Arts Renovation, Corinth, TX

200+

PROJECTS COMPLETED

AVERAGE SIZE: $31M
LARGEST PROJECT: $157M

BRIAN A. WYATT, AIA, NCARB

Co-Principal-in-Charge | Principal |
Municipal Practice Co-Lead | Registered Architect

Brian Wyatt brings 17 years of architectural experience and a career shaped by a passion for community building and a focus on long-range visioning. Specializing in civic and education projects, Brian is committed to creating spaces that serve communities both now and into the future.

Brian is well-known for his expertise in master planning and managing projects from a holistic perspective. By integrating dynamic adaptability into his designs, he ensures these spaces evolve and thrive over time. From fire station renovations to new city halls,his designs align with overarching institutional goals while remaining flexible to meet evolving community needs.

Throughout his career, Brian has built long-term client trust through thoughtful leadership, meticulous project management, and accurate planning.

EDUCATION

Master of Architecture (Louisiana Tech University)

B.S. in Architectural Studies (Louisiana Tech University)

CERTIFICATIONS

Texas Architectural Registration #24846

NCARB Certified

MUNICIPAL PROJECTS (PARTIAL LIST)

City of Terrell – Fire Station No. 3 (New)

City of Terrell – Fire Station No. 2 (Additions/Renovs.)

Irion County – VFD Fire Station (New)

Brock-Dennis ESD No. 9 – Fire Department Training Facility (Master Planning)

City of Forney – 911 Dispatch Center Renovation (New)

City of Forney – Police Station (Renovations)

City of Talty – City Hall, Police, and Courts Building (New)

City of Mesquite – Field Services Building (New)

City of Mesquite – Travis Williams Baseball/Softball Complex (Renovation)

City of Terrell – Pet Adoption Center (New)

City of Forney – City Hall – Elevator (New Replacement)

City of Forney – Public Works & Engineering Building (New)

City of Van Alstyne – Master Planning

City of Forney – Bond Planning

City of Forney – Facility Assessment

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Project Management Institute

40+
YEARS OF EXPERIENCE

17+ YEARS OF SERVICES AS **FIRE CHIEF**

MARK KERBY

Civic/Public Safety Planner | Former Fire Chief

Mark Kerby joined WRA in 2025 with over 40 years of public safety and municipal management experience. Mark's career includes 36 years in the Fire and EMS Services with over 17 years as Fire Chief. During his tenure with the fire department, he planned for and oversaw two Insurance Service Office (ISO) reviews and the design and construction of three new fire stations in the community. After retirement from public safety Mark continued his work in city government, managing public works projects and the construction and remodel of multiple city facilities. With experience in municipal procurement and contract management, Mark actively advocates for collaboration of all vested parties at the onset of major projects.

EDUCATION

Master of Public Affairs (The University of Texas at Dallas)

Bachelor of Business Administration (The University of Texas at Dallas)

Associate of Arts and Sciences (Eastfield College)

MUNICIPAL PROJECTS (PARTIAL LIST)

City of Terrell – Fire Station No. 3 (New)

City of Terrell – Fire Station No. 2 (Additions/Renovs.)

Brock-Dennis ESD No. 9 – Fire Department Training Facility (Master Planning)

CERTIFICATIONS

Graduate Certificate in Local Government Management (The University of Texas at Dallas)

Executive Fire Officer (National Fire Academy)

Master Fire Fighter (Texas Commission on Fire Protection)

Fire Service Instructor II (Texas Commission on Fire Protection)

PROFESSIONAL AFFILIATIONS

International Association of Fire Chiefs

Texas Fire Chiefs Association

Rotary International

EXHIBIT H

Design Builder's Fee & Cost Proposal

The Owner and Contractor agree to the following clarifications.

A. The Contractor's Fee is 5.00% of the cost of construction included in the GMP Amendment; The Owner understands that additional scope that results in a Change Order will include a 5.00% Contractor's Fee.
B. The General Conditions and General Requirements, included and finalized in the GMP Amendment, are to be considered lump sum. Cost of Work increases that are approved by the Owner via contingency authorization or Change Order will be addressed on a case-by-case basis.
C. The Insurance rates for General Liability (0.55%), Builders Risk (0.35%) and other Contractors insurance, included and finalized in the GMP Amendment, are to be considered lump sum.
D. The Bond rates for Payment-Performance (0.83%), Maintenance (TBD), included and finalized in the GMP Amendment, are to be considered lump sum. The Owner may approve changes for additional scope or approved schedule extensions via Change Order.
E. If approved by the Owner, the costs for any self-perform work the Contractor performs for the Project will be included in the GMP.
F. The Contractor's preconstruction fee shall be billed as percent complete throughout design.

CROSSLAND
CONSTRUCTION COMPANY, INC.
13601 North Freeway, Ste. 130
Fort Worth, TX 76177
Tel: 817.707.4900

07.01.2026

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

RE: Mansfield Fire Logistics-Preconstruction/Design Fees

The purpose of this letter is to provide a summary of the proposed **$245,000** design and preconstruction services associated with the Mansfield Fire Logistics project. Crossland Construction has assembled the following fee breakdown to support the planning, design, and preconstruction efforts necessary to successfully develop the design for this project.

The proposed fees include architectural and engineering design services, preconstruction support, and the required Texas Accessibility Standards (TAS) review. The attached breakdown identifies the allocation of fees by discipline and project phase to provide transparency into the scope of services and associated costs.

We appreciate the opportunity to partner with the City of Mansfield on this important project and look forward to working collaboratively throughout the design and construction process.

Design Fees

Design Discipline	Fee	Percentage
Architectural Design	$125,750	55.9%
Structural Design	$38,000	16.9%
MEP Design	$29,000	12.9%
Civil & Survey	$32,250	14.3%
Total	**$225,000**	**100%**

Design Phase Breakdown

Phase	Fee	Percentage
Schematic Design	$45,000	20%
Design Development	$45,000	20%
Construction Documents	$78,750	35%
Bidding, Negotiation & Permitting	$11,250	5%
Construction Administration	$45,000	20%

Preconstruction Fees

Service	Fee	Percentage
Estimating	$6,000	60%
Constructability Reviews	$2,000	20%
Scheduling	$2,000	20%
Total	**$10,000**	**100%**

13601 North Freeway, Ste. 130
Fort Worth, TX 76177
Tel: 817.707.4900

Preconstruction Phase Breakdown

Phase	Fee	Percentage
Schematic Design	$2,000	20%
Design Development	$2,000	20%
Construction Documents	$2,000	20%
Bidding, Negotiation & Permitting	$4,000	40%

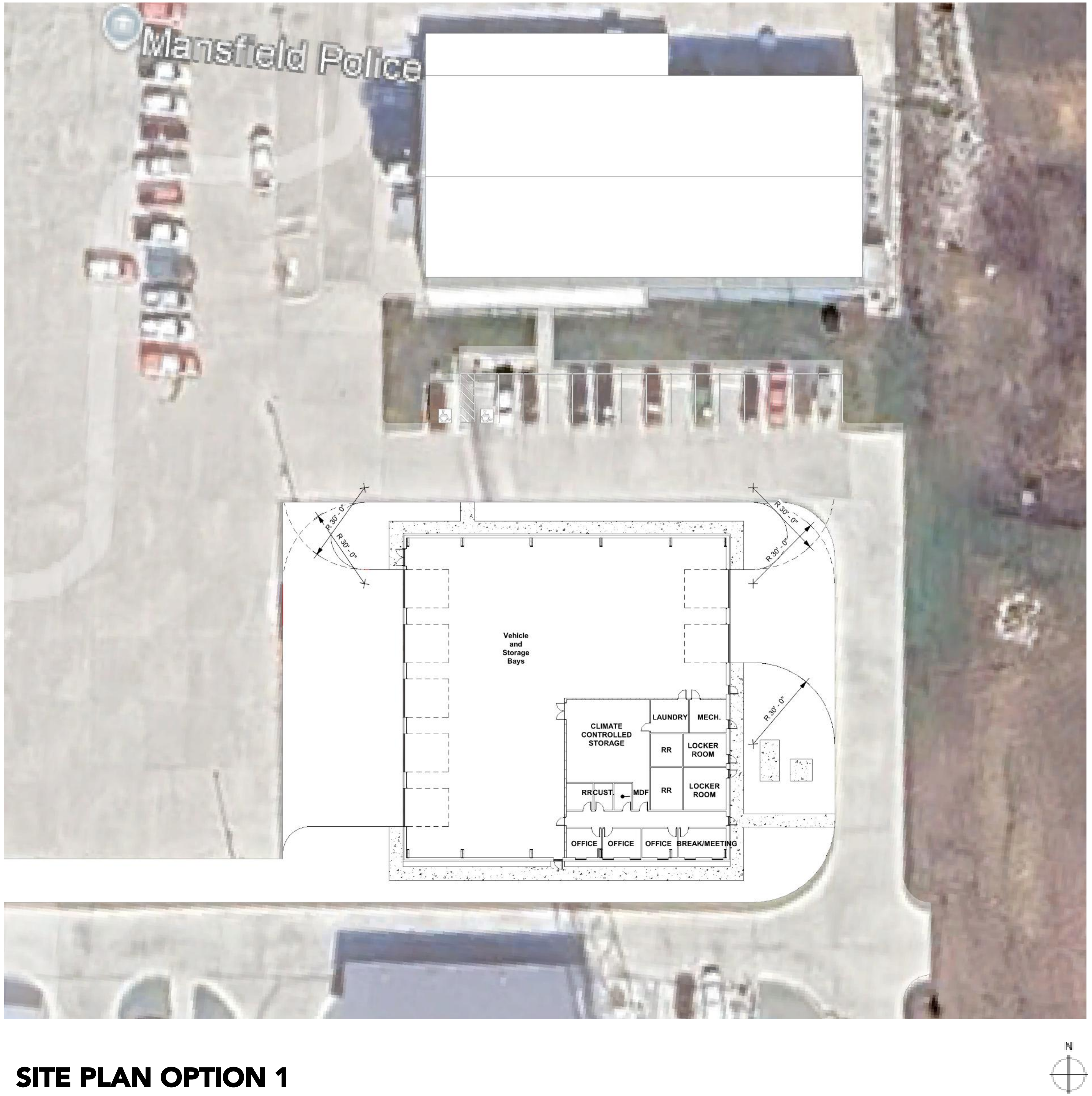
Other Fees

Item	Fee
TAS Review	$10,000
Total	**$10,000**

Please feel free to contact me if you have any questions or require additional information. Again, we appreciate the opportunity to work with the City of Mansfield and look forward to the successful delivery of this project.

Sincerely,

Derek Kloer
Vice President-Division Manager



SITE PLAN OPTION 1

City of Mansfield
Staff Report

Item ID: 26-2430

Agenda Date: July 13, 2026

Title

26-2430: Ordinance - An Ordinance of the City Council of the City of Mansfield, Authorizing the Issuance and Sale of City of Mansfield, Texas General Obligation Bonds, Series 2026 in an Aggregate Principal Amount not to Exceed $2,625,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement, a Paying Agent/Registrat Agreement, and a Bond Counsel Engagement Letter; Approving the Official Statement; And Enacting Other Provisions Relating Thereto

Description/History

The notice is to announce to the public that the City will be issuing bonds on July 13, 2026, for purpose of: (i) acquiring, designing, constructing, expanding, and equipping the Mansfield Linear Park Trail Network, including Walnut Creek Linear Park and Pond Branch Linear Park, and the acquisition of land therefor; (ii) professional services incurred in connection with item (i); and (iii) paying the costs incurred in connection with the issuance of the Certificates.

The issuance of the Ordinance will fund the continued work on the Mansfield Linear Park Trail Network as approved by the voters in the May 2022 bond election. This is final issuance of the $10.5mm general obligation bond approval.

Strategic Initiative

Focus on the Future
Building Strong Neighborhoods
Improve City Wide Mobility

Recommendation

Staff recommends approval of the Ordinance.

Funding Source

Ad Valorem taxes; the cost of this issuance is not expected to raise the tax rate.

Prepared By

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

ORDINANCE NO. OR-_______

relating to

$___________

CITY OF MANSFIELD, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2026

Adopted: July 13, 2026

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EFFECTIVE IMMEDIATELY

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026 IN THE AGGREGATE PRINCIPAL AMOUNT OF $_________; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City Council of the City (the "City Council") of the City of Mansfield, Texas (the "City") intends to issue bonds to finance public improvements which the City Council determines to be necessary within the City; and

WHEREAS, the bonds hereinafter authorized were duly and favorably voted, as required by the laws of the State of Texas, at an election held in the City, on May 7, 2022; and

WHEREAS, at said election, the following are among the purposes and amounts of the bonds which were authorized, reflecting any amount previously issued pursuant to each voted authorization, the amount therefrom being issued pursuant to this Ordinance, and the balance that remains unissued after the issuance of the bonds herein authorized, to-wit:

Purpose	Amount Voted	Amount Previously Issued	Amount Being Issued	Unissued Balance
Parks and Recreation - Linear Parks	$10,500,000	$7,875,000	$2,625,000[(1)]	$0

(1) Includes premium on the Bonds of $____ allocated to voted authorization.

WHEREAS, the City Council hereby finds and determines that the issuance and delivery of the bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City Council hereby finds and determines that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of the bonds at this time, all in a single series; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Applicable Law" means the duly adopted home rule charter of the City, and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which the City and its powers, securities, credit agreement, operations and procedures are, or may be, governed or from which its powers may be derived.

"Bond" means any of the Bonds.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Mansfield, Texas, General Obligation Bonds, Series 2026."

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall be prescribed by the Charter and which under the existing Charter commences October 1 and ends September 30 of the following year.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing February 15, 2027.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially U.S. Bank Trust Company, National Association, Dallas Texas, or any successor thereto as provided in this Ordinance.

"Record Date" means the last business day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

"Underwriters" means Frost Bank and Raymond James & Associates, Inc.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents. Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(c) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Mansfield, Texas, General Obligation Bonds, Series 2026, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's bonds, to be designated "City of Mansfield, Texas, General Obligation Bonds, Series 2026," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1331, Texas Government Code, as amended, and Section 9.13 of the Charter of the City. The Bonds shall be issued in the aggregate principal amount of $_________ for the purpose of (i) acquiring, designing, constructing, expanding, and equipping the Mansfield Linear Park Trail Network, including Walnut Creek Linear Park and Pond Branch Linear Park, and the acquisition of land therefor; and (ii) paying the costs associated with the issuance of the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated July 1, 2026. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date, commencing February 15, 2027, until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

Section 3.04. Execution and Registration of Bonds.

(a) Except as provided by subsection 7.02(c), the Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of those officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser registered definitive Certificates as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration. Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934, as amended.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under

Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket letter of representation of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on and after February 15, 2037 in whole or any part, in principal amounts of $5,000 or any integral multiple thereof before their respective scheduled maturity dates, on February 15, 2036, or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption

(a) The Bonds maturing on February 15, 20__ (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Bonds Maturing February 15, 20__

Redemption Date	Redemption Amount
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__*	

*maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed and subject to Section 3.12 hereof, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/ Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to any conditions or rights reserved by the City under Section 4.08, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08. Conditional Notice of Redemption.

The City reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

U.S. Bank Trust Company, National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented to and hereby approved by the City Council. The signature of the Mayor shall be attested by the City Secretary of the City. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/ Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED
No. __________

REGISTERED
$___________

United States of America
State of Texas
County of Tarrant
CITY OF MANSFIELD, TEXAS
GENERAL OBLIGATION BOND
SERIES 2026

INTEREST RATE:	MATURITY DATE:	CLOSING DATE:	CUSIP NUMBER:
________%	February 15, ____	August 11, 2026	______ ___

The City of Mansfield, Texas (the "City"), in the Counties of Tarrant, Johnson and Ellis, State of Texas, for value received, hereby promises to pay to

____

or registered assigns, on the Maturity Date specified above, the sum of

___________________ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2027.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is dated July 1, 2026 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_________ (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of: (i) acquiring, designing, constructing, expanding, and equipping the Mansfield Linear Park Trail Network, including Walnut Creek Linear Park and Pond Branch Linear Park, and the acquisition of land therefor; and (ii) paying the costs associated with the issuance of the Bonds.

The City has reserved the option to redeem the Bonds maturing on or after February 15, 2037, in whole or in part before their respective scheduled maturity dates, on February 15, 2036, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds maturing on February 15, 20__ (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Bonds Maturing February 15, 20__

Redemption Date	Redemption Amount
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__*	

*maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed and shall call such Term Bonds for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof; and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

The City reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law, and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the Assistant City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

______________________________	______________________________
Assistant City Secretary, City of Mansfield, Texas	Mayor, City of Mansfield, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _______________
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Mansfield, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, ______________________.

____
Comptroller of Public Accounts
of the State of Texas

SEAL

(c) Form of Certificate of Paying Agent/Registrar

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Paying Agent/Registrar

Dated: ____________________

By: ________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): ____________________________________

____

____

(Social Security or other identifying number: ____________________) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints ____________________ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed By:

____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rates
	(Information to be inserted from schedule in Section 3.02(b) of this Ordinance); and	

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau managed by S & P Global Market Intelligence on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds. Official Statement.

(a) The Bonds are hereby officially sold and awarded and shall be delivered to the Underwriters, in accordance with the terms and provisions of that certain Bond Purchase Agreement relating to the Bonds between the City and the Underwriters and dated the date of the passage of this Ordinance. The form and content of such Bond Purchase Agreement are hereby approved, and the Mayor is hereby authorized and directed to execute and deliver such Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of Frost Bank, or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby authorized. The City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriters of the Bonds. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the City Manager, any Deputy City Manager, the Chief Financial Officer, Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date. The Mayor, City Manager, any Deputy City Manager or the Chief Financial Officer are each hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor, City Secretary or City Manager is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, any Assistant City Secretary and any Assistant City Manager, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem, the Assistant City Secretary and the Assistant City Manager shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor, City Secretary and City Manager, respectively.

Section 7.03. Deposit of Proceeds.

(a) Proceeds of the Bonds in the amount of $2,625,000 (representing principal in the amount of $________ and premium generated on the Bonds in the amount of $_______) shall be deposited to a project fund for the purposes described in Section 3.01(i) hereof.

(b) The remaining proceeds of the Bonds representing premium received on the Bonds in the amount of $_______ shall be deposited to a special account of the City and used for the payment of the costs of issuing the Bonds. Any amounts not needed for the payment of costs of issuance shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the City's option, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of the funds deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited until the construction of the projects for which the Bonds are issued is completed; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Tax Matters.

(a) *General.* The City covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

(b) *No Private Activity Bonds.* The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee.* The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds.* The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds*. The City covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) *Required Rebate*. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code , the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) *Information Reporting*. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) *Record Retention*. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) *Registration*. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) *Favorable Opinion of Bond Counsel*. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) *Continuing Compliance*. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) *Official Intent*. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City is not in effect for a particular project, this Ordinance serves as the City's official declaration of intent to use proceeds of the Bonds issued in the maximum amount authorized by this Ordinance to reimburse itself for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(iii) An order of relief shall be issued by the Bankruptcy Court of the United States District Court having jurisdiction, granting the City any relief under any Applicable Law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The City reserves the right to defease, refund or discharge the Bonds (i) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust a sum of money equal to the principal of, premium, if any, and all interest to accrue on such Bonds to maturity or redemption or (ii) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust amounts sufficient, together with the investment earnings thereon, to provide for the payment and/or redemption of such Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) any combination of (i) and (ii) above. The foregoing obligations may be in book-entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds, as the case may be.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in the Appendix A as Tables numbered 1 through 6 and 8 through 15, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City within 12 months after the end of each fiscal year, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.02. Disclosure Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of the holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Sections 12.01 and 12.02. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.01. <u>Amendments</u>.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Ordinance. The Mayor, City Manager, any Deputy City Manager and the Chief Financial Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 14.02. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.01. Effective Immediately.

Notwithstanding the provisions of Article III, Section 3.13(c) of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 13th day of July, 2026.

By:__________________________________
Mayor, City of Mansfield, Texas

ATTEST:

____
City Secretary, City of Mansfield, Texas

APPROVE AS TO FORM:

____
City Attorney, City of Mansfield, Texas

APPENDIX A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The audited financial statements of the City for the most recently concluded fiscal year.

2. Statistical and financial data set forth in Tables 1-6 and 8-15 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements set forth in Appendix B to the Official Statement.

City of Mansfield
Staff Report

Item ID: 26-2431

Agenda Date: July 13, 2026

Title

26-2431: Ordinance - An Ordinance of the City Council of the City of Mansfield, Authorizing the Issuance and Sale of City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, in an Aggregate Principal Amount not to Exceed $12,000,000; Levying a Tax in Payment Thereof; Prescribing the Form of Said Certificates; Authorizing the Execution and Delivery of a Purchase Agreement, a Paying Agent/Registrar Agreement, and a Bond Counsel Engagement Letter; Approving the Official Statement; And Enacting Other Provisions Relating Thereto

Description/History

The City Council ratifies a resolution giving notice of intent to issue Combination Tax and Revenue Certificates of Obligation. The notice is to announce to the public that the City will be issuing bonds on July 13, 2026 for purpose of (i) designing, developing, constructing, improving, repairing, extending, and expanding streets, thoroughfares, and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) professional services incurred in connection with item (i); and (iii) paying the costs incurred in connection with issuance of the Certificates.

During the capital planning process in fiscal year 2026, the City established a capital program for fiscal year 2026 and beyond. Discussion occurred regarding prioritization of projects and funding of the projects.

Strategic Initiative

Building Strong Neighborhoods
Improve City Wide Mobility
Focus on the Future

Recommendation

Staff recommends approval of the Ordinance.

Funding Source

Ad Valorem taxes; the cost of this issuance is not expected to raise the tax rate.

Prepared By

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

ORDINANCE NO. OR-________

AUTHORIZING THE ISSUANCE OF

$____________

CITY OF MANSFIELD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2026

Adopted: July 13, 2026

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EFFECTIVE IMMEDIATELY

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT OF $____________; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Chapter 271, Subchapter C, Texas Local Government Code, as amended, the City of Mansfield, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with a part of certain revenues of the City's waterworks and sewer system (the "System") remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein; and

WHEREAS, the City Council of the City (the "City Council") has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue Certificates of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the requirements of law (the "Notice of Intention"); and

WHEREAS, the Notice of Intention stated that the City Council intended to pass an ordinance authorizing the issuance of the certificates of obligation at the regularly scheduled December 9, 2024 City Council meeting; and

WHEREAS, the Notice of Intention was also published continuously on the City's website for at least 45 days before July 13, 2026 in accordance the requirements of law; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said Certificates and to sell the same for cash; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Applicable Law" means the duly adopted home rule charter of the City, and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which the City and its powers, securities, credit agreement, operations and procedures are, or may be, governed or from which its powers may be derived.

"Certificate" means any of the Certificates.

"Certificates" means any of the City's certificates of obligation entitled "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026" authorized to be issued by Section 3.01.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall be prescribed by the Charter and which under the existing Charter commences October 1 and ends September 30 of the following year.

“Initial Certificate” means the Certificate described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 15 and August 15 of each year commencing February 15, 2027.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially U.S. Bank Trust Company, National Association, Dallas Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Certificates.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

"Project Fund" means the project fund established by Section 8.01(a).

"Record Date" means the last business day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a).

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Surplus Revenues" means the revenues of the System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City's Prior Lien Bonds; provided, however, that the amount of such surplus revenues pledged to the payment of the Certificates shall be limited to $1,000.

"System" as used in this Ordinance means the City's waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Certificates as the same become due and payable and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" means Frost Bank and Raymond James & Associates, Inc.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and Section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE CERTIFICATES

Section 2.01. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars' valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 271, Subchapter C, Texas Local Government Code, as amended and Section 9.13 of the City's Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of $____________ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) designing, developing, constructing, improving, repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) professional services incurred in connection with item (i); and (iii) paying the costs incurred in connection with the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated July 1, 2026, shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal installments set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each February 15 and August 15 of each year, commencing on February 15, 2027, until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates.

Section 3.04. Execution and Initial Registration.

(a) Except as provided by subsection 7.02(c), the Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the Representative or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the representative of the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Underwriters registered definitive Certificates as described in Section 3.10(a). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation and Authentication.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Certificates in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this

Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after February 15, 2037, in whole or any part, in principal amounts equal to $5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2036 or on any date thereafter, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption

(a) The Certificates maturing on February 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Certificates Maturing February 15, 20__

Redemption Date	Redemption Amount
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__*	

*maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Reserved.

Section 4.05. Partial Redemption.

(a) If less than all of the Certificates are to be optionally redeemed pursuant to Section 4.02, the City shall determine the maturity or maturities and the amounts thereof to be redeemed. If less than all of the Certificates of a maturity or maturities are to be redeemed, the City will direct the Paying Agent/Registrar to call such Certificates within such maturity or maturities by lot, or by such other method that results in a random selection.

(b) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.06. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing of such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.07. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.08. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.09. Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Section 4.10. Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

U.S. Bank Trust Company, National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented to and hereby approved by the City Council. The signature of the Mayor shall be attested to by the City Secretary. The form of the Paying Agent/Registrar Agreement presented at this meeting is hereby approved with such changes as may be approved by bond counsel to the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates, including the Initial Certificate submitted to the Attorney General of Texas and any temporary Certificates, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
$__________

United States of America
State of Texas

CITY OF MANSFIELD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2026

INTEREST RATE	MATURITY DATE	CLOSING DATE	CUSIP NO.
_____%	February 15, ____	August 11, 2026	______ ___

The City of Mansfield (the "City") in the Counties of Tarrant, Johnson and Ellis, State of Texas, for value received, hereby promises to pay to

____

or registered assigns, on the Maturity Date specified above, the sum of

___________________________ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2027.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer

Office"), of U.S. Bank Trust Company, National Association as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is July 1, 2026 and is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $____________ (herein referred to as the "Certificates") pursuant to a certain ordinance of the City Council of the City (the "Ordinance") for purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) designing, developing, constructing, improving, repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) professional services incurred in connection with item (i); and (iii) paying the costs incurred in connection with the issuance of the Certificates.

The Certificates and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City and from a pledge of certain surplus revenues (not to exceed $1,000) of the City's Waterworks and Sewer System, all as described and provided in the Ordinance.

The City has reserved the option to redeem the Certificates maturing on or after February 15, 2037, in whole or part, in principal amount equal to $5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2036, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.

The Certificates maturing on February 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

Term Certificates Maturing February 15, 20__

Redemption Date	Redemption Amount
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__*	

*maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed and shall call such Term Certificates for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Certificates required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the District, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof; and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose, a limited amount of the Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the waterworks and sewer system; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Certificate has been duly executed on behalf of the City, under its official seal, in accordance with law.

______________________________	______________________________
Assistant City Secretary, City of Mansfield, Texas	Mayor City of Mansfield, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such Certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. ____________
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that said Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _________________.

____
Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
as Paying Agent/Registrar

Dated: ________________________

By: ________________________________
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____________________________________

____

____

(Social Security or other identifying number: _____________________) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____________________ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Date: ______________________________

Signature Guaranteed By:

____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

(ii) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. ____" deleted;

(iii) in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information to be inserted from Section 3.02(b) hereof).

(iv) the Initial Certificate shall be numbered T-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services Bureau managed by S & P Global Market Intelligence on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Municipal Bond Insurance.

If municipal bond guaranty insurance is obtained with respect to the Certificates, the Certificates, including the Initial Certificate, may bear an appropriate legend, as provided by the insurer. To the extent permitted by applicable law, the City will comply with all notice and other applicable requirements of the insurer in connection with the issuance of the Certificates, as such requirements may be in effect and transmitted to the City with the insurer's commitment to issue such insurance.

ARTICLE VII

SALE OF THE CERTIFICATES;
CONTROL AND DELIVERY OF THE CERTIFICATES

Section 7.01. Sale of Certificates; Official Statement; Engagement Letter.

(a) The Certificates are hereby officially sold and awarded and shall be delivered to the Underwriters, in accordance with the terms and provisions of that certain Purchase Agreement relating to the Certificates between the City and the Underwriters and dated the date of the passage of this Ordinance. The form and content of such Purchase Agreement are hereby approved, and the Mayor is hereby authorized and directed to execute and deliver, and the City Secretary is hereby authorized and directed to attest, such Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of Frost Bank (the "Representative") or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby "deemed final" as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Underwriters is hereby authorized. The City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriters of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the City Manager, any Deputy City Manager, the Chief Financial Officer, the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) All officers of the City are authorized to execute such documents, Certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) $9,500).

(d) The obligation of the Underwriters to accept delivery of the Certificates is subject to the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date. The Mayor, City Manager, any Deputy City Manager or the Chief Financial Officer are each hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, Interest and Sinking Fund; and

(ii) The City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, Project Fund.

(b) Each of said funds or accounts shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Certificates plus the aggregate amount of interest due and that will become due and payable on such Certificates, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

Section 8.03. Project Fund.

(a) Money on deposit in the Project Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) $___________ of the proceeds of the Certificates, representing principal in the amount of $____________ plus premium generated on the Certificates in the amount of $_________, received on the Closing Date shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) _________ of premium generated on the Certificates shall be used to pay the cost of issuance of the Certificates. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Tax Matters.

(a) *General*. The City covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Certificates to be includable in gross income, for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) *No Private Activity Bonds*. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) *No Federal Guarantee*. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) *No Hedge Bonds*. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) *No Arbitrage Bonds*. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) *Required Rebate*. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) *Information Reporting*. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) *Record Retention*. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) *Registration*. If the Certificates are "registration-required bonds" under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) *Favorable Opinion of Bond Counsel*. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) *Continuing Compliance*. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) *Official Intent*. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City is not in effect for a particular project, this Ordinance serves as the City's official declaration of intent to use proceeds of the Certificates issued in the maximum amount authorized by this Ordinance to reimburse itself for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(c) An order of relief shall be issued by the Bankruptcy Court of the United States District Court having jurisdiction, granting the City any relief under any Applicable Law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The City reserves the right to defease, refund, purchase or discharge the Certificates (i) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust a sum of money equal to the principal of, premium, if any, and all interest to accrue on such Certificates to maturity or redemption or (ii) by irrevocably depositing with the Paying Agent/Registrar, or other lawfully authorized escrow agent, in trust amounts sufficient, together with the investment earnings thereon, to provide for the payment and/or redemption of such Certificates; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding obligations, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) any combination of (i) and (ii) above. The foregoing obligations may be in book-entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Certificates, as the case may be.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in the Appendix A as Tables numbered 1 through 6 and 8 through 15, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City within

12 months after the end of each fiscal year, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.02. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(vii) Modifications to rights of the holders of the Certificates, if material;

(viii) Certificate calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Section 12.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information, as prescribed by the MSRB, and will be available via EMMA at www.emma.msrb.org.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Ordinance.

The Mayor, City Manager, any Deputy City Manager and the Chief Financial Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 14.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.01. Effectiveness.

Notwithstanding the provisions of Article III, Section 3.13(c) of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 13th day of July, 2026.

____
Mayor, City of Mansfield, Texas

ATTEST:

____
City Secretary,
City of Mansfield, Texas

APPROVED AS TO FORM:

____
City Attorney, City of Mansfield, Texas

APPENDIX A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The audited financial statements of the City for the most recently concluded fiscal year.

2. Statistical and financial data set forth in Tables 1-6 and 8-15 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements set forth in Appendix B to the Official Statement.

City of Mansfield
Staff Report

Item ID: 26-2432

Agenda Date: July 13, 2026

Title
26-2432: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Resolution Adopted by the Board of Directors of the Mansfield Park Facilities Development Corporation Authorizing the Issuance of Mansfield Park Facilities Development Corporation Sales Tax Revenue Bonds, New Series 2026, Approving the Issuance of the Bonds and the Plan of Financing Authorized Thereby and the Financing Documents

Description/History
The City Council approves and ratifies a resolution adopted by the Mansfield Park Facilities Development Corporation authorizing issuance of sales tax revenue bonds. The notice is to announce to the public that the City will be issuing bonds on July 9, 2026 for purpose of (i) designing, developing, constructing, and equipping of parks, including Katherine Rose Memorial Park (the "Project"); (ii) acquiring a New Series Reserve Fund Surety Bond for deposit in the New Series 2026 Reserve Fund, and (iii) paying the costs of issuing the Bonds.

Strategic Initiative
Building Strong Neighborhoods
Improve City Wide Mobility
Focus on the Future

Recommendation
Staff recommend approval of the Resolution.

Funding Source
Sales taxes revenue of the Mansfield Park Facilities Development Corporation.

Prepared By
Troy Lestina, Deputy City Manager/Chief Financial Officer - (817) 276-4258

RESOLUTION NO. ___________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, NEW SERIES 2026, APPROVING THE ISSUANCE OF THE BONDS AND THE PLAN OF FINANCING AUTHORIZED THEREBY AND THE FINANCING DOCUMENTS

WHEREAS, the City of Mansfield, Texas (the "City"), has approved and authorized the creation of the Mansfield Park Facilities Development Corporation (the "Corporation") as a Texas nonprofit corporation, pursuant to Chapters 501, 502 and 505 of the Texas Local Government Code as amended (the "Act"), to act on behalf of the City in its pursuit of economic development to promote and develop projects so as to eliminate unemployment and underemployment and to promote and encourage employment and the public welfare; and,

WHEREAS, the levy by the City of an economic development sales and use tax for the benefit of the Corporation under the Act was authorized by a majority of the qualified voters of the City voting at an election called and held for that purpose; and,

WHEREAS, the City has established and levies, maintains and collects on behalf of the Corporation the economic development sales and use tax pursuant to the Act; and,

WHEREAS, upon receipt of the proceeds of the economic development sales and use tax, the City delivers the proceeds to the Corporation to use in carrying out its functions; and,

WHEREAS, the Corporation is authorized by the Act to issue its revenue bonds, to be secured by and payable from the economic development sales and use tax; and,

WHEREAS, the Corporation desires to issue revenue bonds for the for the purposes of (i) designing, developing, constructing and equipping of parks, including projects at Katherine Rose Memorial Park (the "Project"); (ii) acquiring a New Series Reserve Fund Surety Bond for deposit in the New Series 2026 Reserve Fund, and (iii) paying the costs of issuing the Bonds; and,

WHEREAS, the Corporation has concluded that it is in the Corporation's best interest to issue bonds to finance the costs associated with the Project; and,

WHEREAS, the Corporation has determined to issue its Mansfield Park Facilities Development Corporation Sales Tax Revenue Bonds, New Series 2026 (the "Series 2026 Bonds") for the purpose of providing funds for the Project and paying the costs of issuing the Series 2026 Bonds; and,

WHEREAS, the Act requires that the governing body of the City approve, by written resolution, any agreement to issue bonds approved by the Corporation; and,

WHEREAS, this City Council has reviewed the Corporation's bond resolution approving the Bonds (the "New Series Bond Resolution") and, by adoption of this resolution, intends to approve the New Series Bond Resolution and the terms thereof, the issuance of the Series 2026 Bonds, the plans of financing established and approved by the New Series Bond Resolution and the financing documents related thereto; and,

WHEREAS, it is officially found, determined, and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

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

SECTION 1.

Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the New Series Bond Resolution.

SECTION 2.

The City, acting by and through this City Council, hereby approves:

(a) the New Series Bond Resolution and the plan of financing established and approved by the New Series Bond Resolution;

(b) the issuance of the Series 2026 Bonds in the amounts and for the purposes referred to in the preamble hereof and as described in the New Series Bond Resolution and the Series 2026 Bonds; and

(c) the Paying Agent/Registrar Agreement, a copy of which is on file among the records of this meeting.

SECTION 3.

The City agrees to provide any continuing disclosure information required of the City by the New Series Bond Resolution.

SECTION 4.

This resolution shall take effect immediately from and after its adoption

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THIS 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2477

Agenda Date: July 13, 2026

Title

26-2477: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a TIRZ Development Agreement for Reinvestment Zone Number Two, City of Mansfield, By and Between the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and Smith & Elm Mansfield LLC, a Texas Limited Liability Company; Authorizing the City Manager, or His Designee, to Negotiate, Finalize and Enter Into a TIRZ Development Agreement on Behalf of the City of Mansfield, Texas; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Description/History

Over the past 15 years, the City has strategically assembled approximately four acres of property located at the north-east corner of Smith Street and Elm Street in Historic Downtown Mansfield. This property has consistently been identified as one of the most significant redevelopment opportunities in downtown, with the goal of partnering with a qualified private developer to deliver a high-quality mixed-use project that expands residential opportunities, introduces new commercial activity, creates civic gathering spaces, and strengthens the long-term tax base supporting Historic Downtown.

Smith & Elm, LLC (Bridgeview) has an established track record of recent successful development in Mansfield, most recently completed The Alexander at The Shops at Broad, bringing the City's first residential development featuring an integrated parking garage.

The proposed development has a minimum capital investment of $50,000,000 and includes 253 multifamily residential units, 13,000 square feet of retail and commercial space, 7,800 square feet of civic space, a structured parking garage, and associated public improvements. Together, these improvements align with the Mansfield 2040 future land use plan and the 2020 Downtown Redevelopment Strategies Plan. They intend to further activate Historic Downtown by creating additional housing, expanding opportunities for restaurants and retail businesses, enhancing walkability, and providing new public gathering spaces that support the continued growth and vitality of Historic Downtown.

Under the proposed agreement, the Developer will purchase the approximately 4-acre property from the City for $1,500,000 within 5 months of the agreement's effective date. Following the acquisition, the Developer will complete final design, engineering, and permitting, with construction anticipated to commence in late 2027.

To encourage investment while ensuring public accountability, the City will provide a performance-based reimbursement grant equal to the eligible tax increment generated by the project within TIRZ #2, in an amount not to exceed $5,500,000 over a term of 15 years. Because the reimbursement is based entirely on new tax value created by the completed development, no incentive is paid until the project is constructed and generating new taxable value. Additionally, the agreement contains performance milestones that incentivize timely progress toward construction. The agreement also includes enhanced protections for the City.

Should the Developer fail to commence construction within the timeframe established by the agreement, the City retains the right to repurchase the property for the original $1,500,000. These provisions help ensure the property remains positioned for redevelopment while protecting the City's long-term interests and maintaining momentum toward the continued revitalization of Historic Downtown Mansfield.

Strategic Initiative
Develop Strong Economy
Focus on the Future

Recommendation
Approve the Resolution.

Funding Source
N/A

Prepared By
Casey Lewis, Executive Project Manager - (817) 276-4201

RESOLUTION NO. ______________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, BY AND BETWEEN THE CITY OF MANSFIELD, TEXAS, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, AND SMITH & ELM MANSFIELD LLC, A TEXAS LIMITED LIABILITY COMPANY; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE, FINALIZE AND ENTER INTO A TIRZ DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY OF MANSFIELD, TEXAS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and,

WHEREAS, on December 10, 2012, the City Council approved Ordinance No. O-1861-12, establishing Reinvestment Zone Number Two, City of Mansfield (the "Zone"); and

WHEREAS, the City Council approved the Final Project and Finance Plan for the Zone through the adoption of Ordinance No. O-1867-13 on February 11, 2013; and,

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution, approving a TIRZ Development Agreement in substantially the same form attached hereto as **Exhibit A**, is in the best interests of the citizens of the City of Mansfield, Texas.

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

SECTION 1.

That Each and every one of the recitals, findings, and determinations contained in the preamble to this Resolution is incorporated into the body of this Resolution as if fully set forth herein and is hereby found and declared to be true and correct legislative findings and is adopted as part of this Resolution for all purposes.

SECTION 2.

That the City Council hereby approves the TIRZ Development Agreement, in substantially the same form attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

SECTION 3.

That the City Council hereby authorizes the City Manager, or his designee, to negotiate, finalize, and enter the TIRZ Development Agreement and any other documents as may be necessary to carry out the intent of this Resolution.

SECTION 4.

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 5.

This Resolution shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED ON THE 13TH DAY OF JULY, 2026.

____
Michael Evans, Mayor

ATTEST:

____
Susana Marin, City Secretary

TIRZ DEVELOPMENT AGREEMENT

This TIRZ Development Agreement (this "Agreement") is entered into among the City of Mansfield, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Mansfield (the "Zone"), and Smith & Elm Mansfield LLC, a Texas limited liability company (the "Developer"). The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I
RECITALS

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, Smith & Elm Mansfield LLC is a Texas limited liability company; and

WHEREAS, the City is a home rule municipality of the State of Texas; and

WHEREAS, the Zone (hereinafter defined) is a tax increment reinvestment zone created by the governing body of the City (the "City Council") in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. O-1861-12 adopted December 10, 2012; and

WHEREAS, on January 9, 2013, the Board (i) approved the Final Project and Finance Plan for the Zone (the "Project and Finance Plan") for the Zone and (ii) recommended approval of the Project and Finance Plan to the City Council; and

WHEREAS, on February 11, 2013, the City Council adopted Ordinance No. O-1867-13 approving the Project and Finance Plan; and

WHEREAS, the Act authorizes agreements to implement the Project and Finance Plan; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the Project TIRZ Fund; and

WHEREAS, in accordance with Section 311.010(h) of the Act, the City Council and the Board, as necessary or convenient to implement the Project and Finance Plan, and achieve its purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund of the Zone.

WHEREAS, by approval of the City Council, the Board has all the powers of a City under Chapter 380, Texas Local Government Code; and

WHEREAS, in accordance with the Project and Finance Plan, the Public Parties find that reimbursements to Developer will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Developer is one which contains retail businesses that will result in investments that support the placemaking goals of the Project and Finance Plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

WHEREAS, the Public Parties find that the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, pursuant to Section 311.008 of the Act, City intends on selling the Property to Developer on the terms and conditions of the Contract of Sale, which it considers advisable to implement the Project and Finance Plan of the Zone; and

WHEREAS, the Public Parties have ensured that the public will receive benefits for the reimbursements provided imposing on the Developer performance standards and penalties for any failure to meet the standards.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II
DEFINITIONS

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

"Act" is defined in the Recitals.

"Agreement" is defined in the introductory paragraph of this Agreement.

"Annual Payment Date" shall mean October 1 of each calendar year during the term of this Agreement, except the first Annual Payment Date shall be October 1 of the calendar year following the Commencement Date.

"Board" is defined in the introductory paragraph of this Agreement.

"Capital Investment" means the actual cost incurred by Developer related to the acquisition, design, and construction of the Project, including all labor and materials for construction of the total development, architectural fees, engineering costs, surveying costs, fees of other consultants, legal fees, permit and inspection fees, development fees, and financing fees.

"Captured Appraised Value" means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year less the Tax Increment Base.

"Certificate of Occupancy" means a certificate issued by the City building official reflecting that construction of the Project has been completed in conformance with appropriate City codes such that the Developer is authorized to secure full utility service and is permitted to occupy the structures for commercial occupancy.

"City" is defined in the introductory paragraph of this Agreement.

"City Council" is defined in the Recitals.

"Civic Plaza" means the public space as shown on the attached **Exhibit B** and to be dedicated to the City.

"Commencement of Construction" shall mean that (i) the plans for the Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project on the Property; (ii) all necessary permits for the construction of the Project on the Property pursuant to the respective plans have been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the Project has commenced.

"Commencement Date" shall mean the date (i) Developer has achieved Completion of Construction of the Project; and (ii) the Developer has made a Capital Investment of at least $50,000,000.

"Completion of Construction" means the City has approved and accepted all public infrastructure within the Project and all structures within the Project have received a Certificate of Occupancy from City.

"Contract of Sale" means the contract of sale attached hereto as **Exhibit C**.

"Developer" is defined in the introductory paragraph of this Agreement.

"Effective Date" means the last date of execution of this Agreement by the Parties.

"Evidence of Sufficient Funding" means the written documentation, satisfactory to the City in its reasonable discretion, that demonstrates the Developer has secured construction funding for the Project. Acceptable Evidence of Sufficient Funding shall consist of one or more of the following:

a. An executed loan commitment or financing agreement from a regulated financial institution, identifying:
   i. Identified lender
   ii. Borrower
   iii. Project description
   iv. Maximum loan amount
   v. Allocation sufficient to cover design costs
   vi. No material outstanding conditions
b. A fully executed equity funding or capital commitment agreement, together with independent verification of available funds;
c. Proof of deposit of funds into a third-party escrow account dedicated exclusively to project design costs;
d. An irrevocable letter of credit issued in favor of the City; or
e. Any combination of (a) through (d) above.

All documentation shall include written confirmation from the issuing institution or a Certified Public Accountant verifying the authenticity and enforceability of such commitments. The City shall review the submitted materials and issue a written determination of adequacy. If deemed deficient, Developer shall have ten (10) business days to cure as provided herein.

"<u>Expiration Date</u>" means the earlier of: (i) the date of termination of the Zone; and (ii) the date on which Maximum Reimbursement Amount has been paid in full to the Developer.

"<u>Maximum Reimbursement Amount</u>" means $5,500,000.00.

"<u>Parking Garage</u>" means a multi-level above-ground structure located on the Property and designed for the parking of motor vehicles within the Project, and containing at least the minimum number of parking spaces required under local municipal codes for the Project (taking into account all surface parking located within the Project).

"<u>Party</u>" and "<u>Parties</u>" are defined in the introductory paragraph of this Agreement.

"<u>Participation Agreement</u>" shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the TIRZ Fund.

"<u>Payment Request</u>" shall mean a written request from the Developer to the City for a Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document Project Costs; and (ii) satisfactory written proof that all amounts owing to contractors and subcontractors for the Project Costs have been paid in full evidenced by the customary affidavits executed by Developer and/or its contractors. Once the Developer has submitted copies of invoices, bills, and receipts for eligible Project Costs equal to the Maximum Reimbursement Amount, the Developer is not required to include such materials in any subsequent Payment Request.

"<u>Project</u>" means a mixed-use development consisting of a minimum of 253 multifamily units and live/work units; 13,000 square feet of retail space; 7,800 square feet of civic plaza space; the

Parking Garage; and infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed by Developer on the Property, all of the foregoing of which are shown on the site plan and renderings attached hereto as **Exhibit B**.

"Project and Finance Plan" is defined in the Recitals.

"Project Costs" mean the following costs attributable to the construction of the Project: all development cost, including, without limitation, all hard cost of construction; the costs of construction materials, building systems installation; contractor fees; architectural, engineering, design, and planning costs; development fees; insurance; financing costs; permit fees; and testing fees.

"Property" means the real property more particularly described on the attached **Exhibit A.**

"Property TIRZ Fund" means a sub-account within the TIRZ Fund consisting of Tax Increment contributed by the Taxing Units on that portion of Captured Appraised Value solely attributable to the Property.

"Reimbursement Payment" means the annual payment to the Developer for the Project Costs from the Property TIRZ Fund that has been collected by the City and Taxing Units and deposited in the Property TIRZ Fund, as set forth herein.

"Public Parties" are defined in the introductory paragraph to this Agreement.

"Tax Increment" means the total amount of property taxes levied and collected by the City and a Taxing Unit for a calendar year on the Captured Appraised Value of real property taxable by the City and a Taxing Unit and located in the Zone. The amount of Tax Increment contributed by the City or any other Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or, in the case of the City, the participation amount established by ordinance.

"Tax Increment Base" means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year in which the Zone was designated by the City.

"Taxing Unit" shall mean Tarrant County, Texas.

"TIRZ Fund" means the funds deposited by the City and any Taxing Unit in the Tax Increment fund for the Zone.

"Zone" means Tax Increment Reinvestment Zone Number Two, City of Mansfield, Texas.

ARTICLE III
DEVELOPER OBLIGATIONS

3.1 Construction of Project. Developer agrees to: (a) achieve Commencement of Construction of the Project no later than the two hundred seventieth (270^{th}) day after the Closing

Date (as defined in the Contract of Sale); and (b) achieve Completion of Construction of the Project no later than the last day of the thirty-sixth (36^{th}) month after Commencement of Construction. Notwithstanding anything to the contrary, if Developer achieves both (i) and (ii) of Commencement of Construction as defined in this MDA by the two hundred seventieth (270^{th}) day after the Closing Date (as defined in the Contract of Sale, then Developer shall have the right, exercisable by providing written notice thereof to City, to extend the date by which it will achieve (iii) Commencement of Construction by up to twelve (12) months beyond the period required in Section 3.1(a) above.

3.2 Capital Investment. On or before Completion of Construction Developer must make a Capital Investment in the Project in an amount of no less than $50,000,000. Within sixty (60) days after Completion of Construction, Developer must provide sufficient evidence to the City for the Capital Investment in a manner acceptable to the City.

3.3 Contract of Sale. Within thirty (30) days of the Effective Date, Developer must execute the Contract of Sale. The Contract of Sale shall include the right of the City to repurchase the property for the sales price if the developer fails to achieve Evidence of Sufficient Funding by the final deadline to Commence Construction under this MDA.

3.4 Intentionally Deleted.

3.5 Intentionally Deleted.

3.7 Regulations Regarding Exterior Façade, Balconies, Building Products, Materials, or Methods. The parties find that the property constitutes an area of architectural importance and significance and the City Council herby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Approved Plans and the Zoning District (collectively the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product material, or aesthetic method in construction renovation maintenance, or other alteration of a residential or commercial building. In addition, Developer agrees that the residential balconies adjacent to any Public Right-of-Way or Public Park shall not have any flags, banners, or signage visible from the Public Right-of-Way or Public Park. The parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Developer's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City and Board to authorize the payments to Developer described herein; (d) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and this section shall survive termination or expiration of this Agreement.

3.6. Compliance with Laws. Developer agrees to construct the Project in accordance with the site plan and renderings attached hereto as **Exhibit B**, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). The construction of the Project may not materially deviate from the site plan and renderings on the attached **Exhibit B** without the prior approval of the City Council.

ARTICLE IV
REIMBURSEMENT OF PROJECT COSTS

4.1 Developer Reimbursement. Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Developer, the Public Parties agree to reimburse the Developer for Project Costs from the Project TIRZ Fund as provided in this Agreement. The Project TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement and the Act.

(a) For a period not to exceed 15 years from the execution of this Agreement, the City shall make Reimbursement Payments to the Developer on an annual basis within thirty (30) days after receipt of a Payment Request following the first Annual Payment Date that follows the Commencement Date.

(b) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Project Costs then eligible for payment pursuant to paragraph (a) of this Section 4.1 that have not been paid to the Developer; and (ii) the amount of available Project TIRZ Funds after consideration of the priorities set forth in Section 4.2, below. If there are insufficient funds in the Project TIRZ Fund for an annual Reimbursement Payment, the unreimbursed Project Costs shall be carried forward to succeeding Annual Payment Dates until payment has been made in full or termination of this Agreement, whichever occurs first.

(c) Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the Project TIRZ Fund be used to reimburse the Developer for the Project Costs under this Agreement in excess of the Maximum Reimbursement Amount. The obligation of the City to pay the Developer the Project Costs is limited to the extent that there are funds in the Project TIRZ Fund available during the term of this Agreement in an amount not to exceed the Maximum Reimbursement Amount.

(d) The Developer agrees to look solely to the Project TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the Project TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated).

4.2 Tax Increment Fund Priorities. The funds deposited in the Project TIRZ Fund shall be applied in the following order of priority: (i) amounts pledged or required for payment of outstanding bonds or debt issued for Zone projects, if any (and provided that bond proceeds are used or reserved to pay City and Board obligations pursuant to this Agreement); (ii); and Reimbursement Payments to the Developer for the Project Costs.

4.3 Records. The Developer shall at all times keep complete and accurate books and records in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least three (3) business days' prior written notice, to examine and copy the books and records of the Developer that relate to this Agreement.

ARTICLE V
ADDITIONAL PROVISIONS

5.1 Zone Duration. If upon expiration of the term of the Zone, Project Costs have not been paid to the Developer or its assignees, neither the City nor a Taxing Unit shall have any obligation to pay the shortfall.

5.2 Assignment. The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an "Assignee"): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within forty-five (45) days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within forty-five (45) days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the "Developer" and a "Party" for the purposes of this Agreement.

5.3 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

5.4 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council, and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

5.5 Defaults; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given thirty (30) days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

(b) Notwithstanding Section 5.5(a), upon written notice, this Agreement may be terminated by the City in the event Developer fails to close on the Property in accordance with the terms of the Contract of Sale; or (ii) fails to achieve Commencement of Construction.

5.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City:
City of Mansfield
Attn: Joe Smolinski
City of Mansfield
1200 E. Broad Street.
Mansfield, TX 76063

With a copy to:
City of Mansfield
Attn: City Attorney
1200 E Broad Street
Mansfield, TX 76063

To the Developer:	Smith & Elm Mansfield LLC Attn: Steven D. May 8390 LBJ Freeway, Suite 565 Dallas, Texas 75243
With a copy to:	Griffin Harris PLLC Attn: Atwood Jeter 14180 Dallas Parkway, Suite 300 Dallas, Texas 75254
To the Board:	City of Mansfield Attn: Chairman of the Board TIRZ No. 2 1200 E Broad Street Mansfield, TX 76063
With a copy to:	City of Mansfield Attn: City Attorney 1200 East Broad Street Mansfield, TX 76063

5.7 Authority and Enforceability. The Public Parties represent and warrant that the individuals executing this Agreement on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.8 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

5.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.11 Force Majeure. Each Party shall use due diligence and commercially reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of due diligence and commercially reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than ninety (90) days.

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

5.13 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date.

5.14 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay to the City the funds received by the Developer under this Agreement within one hundred twenty (120) days after the date the Developer is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.15 Right of Offset. The City may offset any amount owed to the Developer for reimbursement of Project Costs against any amount which is lawfully due to the City from the Developer.

5.16 Rough Proportionality. As additional consideration for the reimbursements received by the Developer under this Agreement, the Developer agrees that all dedications, construction costs and other payments made by the Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and the Developer hereby waives any claim therefore that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. The Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

5.17 Attorney's Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5.18 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5.19 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5.20 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.21 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas

Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.22 Affiliate. As used in Sections 5.14, 5.18, and 5.192, the Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

5.23 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.24 Conditions Precedent. This Agreement is subject to and conditioned on: (i) the Parties entering into the Contract of Sale; and (ii) the Developer closing its purchase of the Property from the City.

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF MANSFIELD

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

ATTEST:

____
Susana Marin, City Secretary

BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD

____
Darlene Hooks, Chairman

Date:________________________________

THE DEVELOPER:

SMITH & ELM MANSFIELD LLC,
a Texas limited liability company

By:________________________________
Steven D. May, Manager

Date:_______________________________

EXHIBIT A

The Property

EXHIBIT B

Project Site Plan/Renderings

EXHIBIT C

Contract of Sale

<u>CONTRACT OF SALE</u>

THIS CONTRACT OF SALE (this "***Agreement***") dated as of the Effective Date (as defined below) is between the City of Mansfield, Texas ("***Seller***") and Smith & Elm Mansfield LLC, a Texas limited liability company ("***Buyer***").

1. **<u>Agreement to Sell and Purchase</u>**. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain real property located at 210 Smith Street, Mansfield, Texas 76063, in Tarrant County, Texas, consisting of approximately 3.924 acres as more particularly described on **<u>EXHIBIT A</u>** attached hereto (the "***Land***") together with Seller's right, title and interest in and to any rights, privileges, and appurtenances belonging thereto, including without limitation, any of Seller's right, title or interest in and to all oil, gas and other minerals located in, on or under the Land and that may be produced therefrom (collectively called the "***Property***").

2. **<u>Intentionally Deleted</u>**.

3. **<u>Purchase Price; Earnest Money</u>**.

(a) *<u>Purchase Price</u>*. The purchase price for the Property shall be One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) (the "***Purchase Price***"), payable as follows:

(b) <u>Earnest Money</u>. There is no earnest money in this transaction.

(c) <u>Independent Consideration</u>. Notwithstanding anything in this Agreement to the contrary, within three (3) business days after the Effective Date, Buyer shall pay directly to Seller an amount equal to One Hundred and No/100 Dollars ($100.00) as independent and nonrefundable contract consideration for the Inspection Period and shall not be refunded to Buyer.

4. **<u>Due Diligence Materials</u>**.

(a) Within ten (10) business days after the Effective Date, Seller will deliver or cause to be delivered to Buyer copies of the following documents to the extent the same are in Seller's possession (herein, the "***Due Diligence Materials***"), which Seller will have the option of delivering in an electronic format such as by e-mail or via a web-based data room: any prior survey (whether one or more, the "***Prior Survey***") and copies of all environmental reports.

(b) *<u>Intentionally left blank</u>*.

(c) Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in <u>Section 8</u> hereof, Seller delivers or makes available the Due Diligence Materials described in this <u>Section 4</u> without representation or warranty as to the accuracy thereof, and Buyer specifically acknowledges and agrees that Seller shall have no liability or responsibility for any inaccuracy thereof. Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Due Diligence Materials or on any statements (oral or written) which may have been made or may be made by Seller, Seller's broker, or any other party, concerning the Due Diligence Materials. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE DUE DILIGENCE MATERIALS AND ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER PURSUANT TO THIS AGREEMENT MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS OR CONTRACTORS MAKE NOR HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR

IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY THEREOF. BUYER SPECIFICALLY RELEASES SELLER, AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BUYER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, SUCH DUE DILIGENCE MATERIALS OR OTHER INFORMATION.

5. **Title; Survey; Objections**.

(a) As soon as practicable after the Effective Date, Seller will cause the Title Company to issue and deliver to Buyer a current TLTA Form T-7 Commitment for Title Insurance (the "***Title Commitment***") for a standard TLTA Form T-1 Owner's Policy of Title Insurance (the "***Title Policy***"). Within thirty (30) days after the Effective Date, Buyer shall obtain a current on-the-ground survey (or an update of an existing on-the-ground survey) (the "***Survey***") of the Property, prepared by a registered professional land surveyor reasonably acceptable to Buyer and the Title Company, and in a form that allows the Title Company to delete the survey exception (except as to "shortages-in-area") from the Title Policy. The costs of the Survey shall be the responsibility of Buyer, subject to Section 7(b) hereof.

(b) Not later than ten (10) days after receiving both the Survey, the Title Commitment and legible copies if all title exceptions listed therein (the "***Objection Deadline***"), Buyer may give written notice to Seller and the Title Company (the "***Objection Notice***") of any matters contained in the Title Commitment or the Survey to which Buyer objects (the "***Title Objections***"). Any matters in the Title Commitment or Survey to which Buyer does not timely object shall constitute "***Permitted Exceptions***." In the event that the Title Company adds any new exceptions to the Title Commitment after the expiration of the Objection Deadline, Buyer shall have the right to object to such new exceptions. If Buyer gives notice of its Title Objections within the time period set forth above, Seller shall have five (5) business days after receipt thereof to notify Buyer that Seller either will cause or elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary liens or deeds of trust filed against the Property arising by, through, or under Seller or mechanic's liens resulting from the acts or omissions of Seller. If Seller does not notify Buyer within such five (5) business day period as to any Title Objection shall be deemed an election by Seller not to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller will not remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have until the third (3rd) business day after the expiration of such five (5) business day period to (i) terminate this Agreement or (ii) waive such Title Objections (in which event the matters in the Title Objections shall be deemed to be Permitted Exceptions) and proceed to Closing without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give such notice within said three (3) business day period, Buyer shall be deemed to have elected to waive its Title Objections, and the matters in such Title Objections shall be deemed to be Permitted Exceptions.

6. **Inspections**.

(a) Subject to the terms hereof, Buyer shall have the right during the Inspection Period (unless this Agreement is terminated earlier as provided herein), to enter upon the Property at all reasonable times and from time to time for any purpose contemplated by the terms and conditions hereof; *provided*, *however*, that any entry shall be at the sole cost, expense and risk of Buyer, and that, except for the mere discovery of existing defects or conditions affecting the Property, Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting, directly or indirectly, from any entry by Buyer, or any employee, agent, principal or independent contractor of Buyer, upon the Property; provided, however, that the foregoing indemnity shall not extend to (i) protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) or (ii) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agents or employees. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT, PREMISES LIABILITY, OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SELLER. Buyer shall notify Seller not less than twenty-four (24) hours in advance of any such proposed entry, and Seller may (to the extent it timely makes personnel available) be present during any such entry by Buyer. Further, Buyer agrees to (i) satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any of its employees, agents, principals or independent contractors, onto the Property, and (ii) if this transaction does not close, repair any damage to the Property to the extent caused by Buyer, or its employees, agents, principals or independent contractors, and restore the Property to substantially the same condition existing at the time immediately prior to any such damage.

(b) Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property (a "***Phase I***") during the Inspection Period, if it so desires, and Buyer shall promptly furnish a copy thereof to Seller. If, as a result of the Phase I which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment (a "***Phase II***") of the Property performed, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof. Buyer shall obtain Seller's prior written approval or consent before performing the Phase II in the manner so proposed, which said consent or approval of the Phase II can be granted or denied by Seller in its sole and absolute discretion. Seller may have a representative present at any time that Buyer or its representative is on the Property for any and all such inspection, examination, investigation and testing of the Property. Buyer shall provide Seller at least seventy-two (72) hours' advance written notice before it conducts any Phase II test to which Seller has given its prior written consent and at least twenty-four (24) hours' advance written notice of any such other proposed inspection, examination, investigation and testing to be conducted, at any time, on the Property by Buyer or its representative.

(c) Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining all governmental approvals necessary for Buyer's intended use and development of the Property (collectively, the "***Approvals***"). Buyer shall not make any submissions or applications to, or correspond with, any governmental entity regarding the Property with respect to such Approvals without Seller's prior written consent, which consent shall not be unreasonably withheld. Seller shall reasonably cooperate with Buyer's efforts to obtain the Approvals, at no out-of-pocket cost or liability to Seller.

(d) This Section 6 shall survive the termination of this Agreement or the Closing, whichever is applicable.

7. **Inspection Period**.

(a) *Inspection Period*. Purchaser will have a period of sixty (60) days after the Effective Date (the "***Inspection Period***") to inspect the Property and conduct studies regarding the Property as described in Section 6 above. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

(b) *Right to Terminate*. Buyer shall have the right to terminate this Agreement for any reason whatsoever or for no reason before the expiration of the Inspection Period by sending written notice thereof to Seller and the Title Company on or before the expiration of the Inspection Period. If Buyer delivers such notice of termination within the Inspection Period, then this Agreement shall terminate and have no further force or effect. Upon Buyer's receipt for reimbursement of the actual costs thereof from Seller, Buyer will deliver to Seller all such copies of all surveys, inspections, and third-party reports (excluding any internally prepared reports or other information) that Buyer obtained for the Property prior to termination.

8. **Representations and Warranties**.

(a) Seller represents and warrants to Buyer that (i) Seller is a Texas home-rule municipality, (ii) to Seller's knowledge, Seller has not received any written notice of any violation of any ordinance, regulation, law or statute from any governmental agency regarding the Property which has not been complied with, (iii) to Seller's knowledge, there are no pending condemnation actions with respect to the Property and Seller has not received any notice of any condemnation actions being contemplated, (iv) other than this Agreement, Seller has not granted any options to Purchase, and Seller is not a party to any purchase contracts or leases, written or oral, granting any person, firm, corporation or entity (other than Buyer) any right, title or interest in, or right to acquire, the surface estate in the Property or any portion thereof, nor is Seller currently a party to any negotiations regarding the same (other than with Buyer), (v) Seller has not transferred (and has no intent to transfer) any development rights with respect to the Property, (vi) to Seller's knowledge, Seller does not currently have in progress any material construction or material excavation projects with respect to the Property or any portion thereof, (vii) Seller will not sell, assign or convey any right, title or interest whatever in or to the surface estate in the Property on or before the Closing Date, and (viii) Seller will not create or grant any lien, encumbrance or charge in or to the surface estate of in the Property (other than the Permitted Exceptions) without discharging the same on or before the Closing Date. Seller has or will have as of the Closing, full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been or will be, as of the Closing, duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are or will be, as of the Closing, duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Neither the execution, delivery, or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award, or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject.

(b) Buyer represents and warrants to Seller that Buyer has full capacity, right, power, and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. Neither the execution, delivery, nor performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby will (i) violate or conflict with any provision of the organizational documents of Buyer, or (ii) violate any order, judgment, injunction, award, or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject.

(c) The representations and warranties set forth in this Section 8 shall survive the Closing for a period of twelve (12) months.

9. **Disclaimers, Releases and Limitations**.

(a) BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 8 (AS LIMITED BY THIS SECTION 9) AND IN THE DEED, BUYER

DISCLAIMS ANY RELIANCE UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF SELLER OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

(b) WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN <u>SECTION 8</u> (AS LIMITED BY THIS <u>SECTION 9</u>) AND IN THE DEED, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN <u>SECTION 8</u> (AS LIMITED BY THIS <u>SECTION 9</u>) AND IN THE DEED) OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

(c) WITHOUT LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPHS, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN <u>SECTION 8</u> (AS LIMITED BY THIS <u>SECTION 9</u>), BUYER EXPRESSLY RELEASES AND DISCHARGES SELLER AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "***CLAIMS***") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "***Environmental Laws***" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. IT IS SPECIFICALLY INTENDED BY SELLER AND BUYER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING SELLER], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "***Environmental Risk***" consists of (i) the presence of any asbestos or asbestos-containing materials, (ii) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (iii) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "***Release***" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

(d) THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE CLOSING WITHOUT LIMITATION.

10. **The Closing**.

(a) *The Closing Date*. The closing (the "***Closing***") shall take place at Capital Title Commercial, 8333 Douglas Avenue, Suite 1400, Dallas, Texas 75225, Attn: Lisa Murphy (the "***Title Company***") on a date (the "***Closing Date***") which is the thirtieth (30th) day after the expiration of the Inspection Period or at an earlier date mutually agreed to by the parties. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein.

Buyer may elect to extend the Closing Date two (2) times, each by thirty (30) days if, on or before the date that is two (2) business days prior to the then-scheduled Closing Date, Buyer (i) gives written notice to Seller of its election to extend the Closing Date, and (ii) deposits with Title Company the sum of Twenty-Five Thousand and No/100 Dollars ($25,000.00) as an extension fee for Seller's agreement to extend the Closing Date (each hereinafter referred to individually and collectively as a "Closing Extension Fee"). In such an event, the Closing Date shall be modified to mean the Closing Date, as extended. The Closing Extension Fee shall be held in escrow by Title Company in an interest-bearing account reasonably satisfactory to Seller and Buyer, shall be refundable to Buyer if Seller defaults in accordance with Section 15(a) hereof, and shall be applicable to the Purchase Price on the Closing Date. Buyer acknowledges and agrees that Buyer has no further rights under this Contract to extend the Closing Date.

(b) *Seller's Closing Requirements*. At the Closing, Seller will: (i) execute, acknowledge and deliver a special warranty deed in the form attached to this Agreement as **EXHIBIT B** (the "***Deed***"), subject to the insertion of the Permitted Exceptions; (ii) execute and deliver a declaration of nonforeign status; (iii) deliver evidence that the person executing Seller's closing documents is authorized to bind Seller; (iv) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Seller detailing the net proceeds due to Seller, after taking into account the allocation of closing costs under this Agreement; and (v) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing.

(c) *Buyer's Closing Requirements*. At the Closing, Buyer will: (i) pay the Purchase Price in immediately available funds; (ii) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Buyer detailing the gross amount due from Buyer, after taking into account the allocation of closing costs under this Agreement; (iii) reserved; and (iv) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property is conditioned on the Title Company being prepared to issue the Title Policy for the Property as described in Section 5 hereof;

11. **Closing Costs**. Seller and Buyer shall pay the closing costs as follows:

(a) *Taxes*. The real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per-diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Buyer paying for such taxes thereafter. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (the "***Roll Back Taxes***") for periods prior to Closing, the Roll Back Taxes will be the obligation of Seller. Obligations imposed by this paragraph will survive Closing.

(b) *Fees and Costs*. Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Company. Buyer and Seller shall pay their respective attorneys' fees.

(c) *Recording Fees*. Buyer shall pay the costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

(d) *Title Policy*. Seller shall pay the costs to issue the Title Commitment and the premium for the basic Title Policy. Buyer shall pay the costs of any additional premiums for endorsements or extended coverage, including the costs associated with the removal of the so-called survey exception. Buyer shall pay all costs associated with any title costs for financing, including lender's title insurance premiums, if any.

(e) *Survey*. Buyer shall pay the cost and expense of the Survey.

12. **Possession**. On the Closing Date, Seller shall deliver possession of the Property to Buyer, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities except for the Permitted Exceptions.

13. **Commissions**. Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Buyer and Seller covenant and agree that each will, to the extent permitted by law, indemnify and hold the other harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Agreement, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom, alleged to be due to the indemnifying party's acts. Such indemnities shall survive any termination or Closing of this Agreement.

14. **Risk of Loss**.

(a) *Material Casualty*. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is damaged by any casualty or other occurrence prior to the Closing, Seller shall promptly notify Buyer in writing (the "***Casualty Notice***"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's good faith reasonable determination as to whether or not the casualty damage is covered by Seller's insurance. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the

Property prior to Closing to substantially the same condition it was prior to the casualty, then at Buyer's sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to take the Property as it then is, in which event the parties will proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement.

(b) *Eminent Domain*. In the event all or any portion of the Land is taken by eminent domain or any eminent domain or condemnation proceeding is instituted (or notice of same is given) prior to Closing, Seller shall promptly notify Buyer in writing which shall include a description in reasonable detail of the property to be taken. In such event, at Buyer's sole option, Buyer may elect to terminate this Agreement by giving written notice of such election to Buyer and the Title Company not later than the Closing Date, in which event all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect.

15. **Default and Remedies**.

(a) *Default by Seller*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Seller, Buyer may, as Buyer's sole and exclusive remedy, elect by notice to Seller within ten (10) days following the scheduled Closing Date, either of the following: (i) terminate this Agreement, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement); or (ii) seek the remedy of specific performance of the Agreement, and in either event, Buyer hereby waives all other remedies, including, without limitation, any claim against Seller for damages of any type or kind, including, without limitation, consequential or punitive damages. Failure of Buyer to make the foregoing election within the foregoing ten (10) day period shall be deemed an election by Buyer to terminate this Agreement, whereupon Seller and Buyer will have no further rights or obligations under this Agreement.

(b) *Default By Buyer*. In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Buyer, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement; provided, however, Seller hereby waives all other remedies, including, without limitation, any claim against Buyer for damages of any type or kind, including, without limitation, consequential or punitive damages

(c) *Consequential and Punitive Damages*. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. This Section 15(c) shall survive Closing or early termination of this Agreement.

16. Seller's Option to Repurchase Land:

(a) In consideration of TEN AND NO/100 DOLLARS ($10.00), in hand paid by City of Mansfield ("City") to Smith & Elm Mansfield LLC ("Smith") and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Smith, an option to repurchase the Land at the

“Purchase Price” as stated in this Agreement in the event Smith fails to provide the City Evidence of Sufficient Funding within 270 days following the Closing Date unless otherwise extended by the City and Smith as allowed under the TIRZ Development Agreement executed between the City of Mansfield, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and Smith & Elm Mansfield LLC on July ____, 2026 (the “Development Agreement”).

(b) The Option may be exercised by City in its sole discretion by providing written notice to Smith any time on or after the City has determined that Smith has failed to provide the Evidence of Sufficient Funding within 270 days following the Closing Date (unless otherwise extended by the City and Smith as allowed under the TIRZ Development Agreement).

(c) Under Section 16, Evidence of Sufficient Evidence shall mean written documentation satisfactory to the City in its reasonable discretion that demonstrates Smith has secured construction funding for the project, including one or more of the following:

(i) An executed loan commitment or financing agreement from a regulated financial institution, identifying:
1. Identified lender
2. Borrower
3. Project description
4. Maximum loan amount
5. Allocation sufficient to cover design costs
6. No material outstanding conditions

(ii) A fully executed equity funding or capital commitment agreement, together with independent verification of available funds;
(iii) Proof of deposit of funds into a third-party escrow account dedicated exclusively to project design costs;
(iv) An irrevocable letter of credit issued in favor of the City; or
(v) Any combination of (i) through (v) above.

All documentation shall include written confirmation from the issuing institution or a Certified Public Accountant verifying the authenticity and enforceability of such commitments. The City shall review the submitted materials and issue a written determination of adequacy. If deemed deficient, Developer shall have ten (10) business days to cure as provided herein.
Seller’s Option to Repurchase Land:

(a) In consideration of TEN AND NO/100 DOLLARS ($10.00), in hand paid by City of Mansfield (“City”) to Smith & Elm Mansfield LLC (“Smith”) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Smith, an option to repurchase the Land at the “Purchase Price” as stated in this Agreement in the event Smith fails to provide the City Evidence of Sufficient Funding within 270 days following the Closing Date unless otherwise extended by the City and Smith as allowed under the TIRZ Development Agreement executed between the City of Mansfield, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and Smith & Elm Mansfield LLC on July ____, 2026 (the “Development Agreement”).

(b) The Option may be exercised by City in its sole discretion by providing written notice to Smith any time on or after the City has determined that Smith has failed to provide the Evidence of Sufficient Funding within 270 days following the Closing Date (unless otherwise extended by the City and Smith as allowed under the TIRZ Development Agreement).

(c) Under Section 16, Evidence of Sufficient Evidence shall mean written documentation satisfactory to the City in its reasonable discretion that demonstrates Smith has secured construction funding for the project, including one or more of the following:

(i) An executed loan commitment or financing agreement from a regulated financial institution, identifying:

1. Identified lender
2. Borrower
3. Project description
4. Maximum loan amount
5. Allocation sufficient to cover design costs
6. No material outstanding conditions

(ii) A fully executed equity funding or capital commitment agreement, together with independent verification of available funds;

(iii) Proof of deposit of funds into a third-party escrow account dedicated exclusively to project design costs;

(iv) An irrevocable letter of credit issued in favor of the City; or

(v) Any combination of (i) through (v) above.

All documentation shall include written confirmation from the issuing institution or a Certified Public Accountant verifying the authenticity and enforceability of such commitments. The City shall review the submitted materials and issue a written determination of adequacy. If deemed deficient, Developer shall have ten (10) business days to cure as provided herein.

17. **Miscellaneous**.

(a) *Intentionally left blank.*

(b) *Severability*. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(c) *Time*. Time is of the essence of this Agreement; *however*, if the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

(d) *Binding Effect; Assignment*. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Buyer may not assign this Agreement without first obtaining Seller's prior written consent thereto, which can be withheld or denied in Seller's sole and absolute discretion. Any assignment in contravention of this Section shall be void. No assignment consented to by Seller shall release Buyer herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

(e) *Amendment and Waiver*. This Agreement may be amended only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, *provided* that said waiver shall be in writing and executed by the party waiving the requirement.

(f) *Integrated Agreement*. This Agreement, together with the Exhibits hereto, and the TIRZ Development Agreement entered into by the Parties on _______________ ("***Development Agreement***") constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

(g) *Choice of Law/Venue/Attorney Fees*. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(h) *Intentionally left blank.*

(i) *Notice*. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or by email, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be, or (iii) if by email, on the date the email is sent if the email is sent prior to 5:00 p.m. Central time or on the date after the email is sent if the email is sent after 5:00 p.m. Central time. Notices on behalf of either party may be given by the attorneys representing such party. The parties hereby designate the addresses set forth below as their respective notice addresses under the Agreement.

If to Buyer:

Smith & Elm Mansfield LLC
c/o Bridgeview Real Estate
8390 LBJ Freeway, Suite 565
Dallas, Texas 75243
Attn: Aubrey Ennis
E-Mail: aubrey@bridgeviewre.com

With a copy to:

Griffin Harris PLLC
14180 Dallas Parkway, Suite 300
Dallas, Texas 75254
Attn: Atwood Jeter
E-Mail: ajeter@griffinharris.com

If to Seller:

City Manager
City of Mansfield
1200 E. Broad St.
Mansfield, TX 76063
Attn: Joe Smolinski, City Manager
E-mail: joe.smolinski@mansfieldtexas.gov

With a copy to:

City Attorney
City of Mansfield
1200 E. Broad St.
Mansfield, TX 76063
Attn: Victor Flores, City Attorney
Email: victor.flores@mansfieldtexas.gov

(j) *Full Execution*. This Agreement shall be deemed fully executed and binding upon Buyer and Seller if and when Buyer and Seller have executed this Agreement or separate counterparts. The Title

Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth below.

(k) *Non-Survival*. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.

(l) *Limitation of Liability*. In no event whatsoever shall Seller's liability (if any) under this Agreement and the Closing documents (including any such liability for attorneys' fees and expenses) exceed, in the aggregate, an amount equal to the Purchase Price. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's directors, employees, agents, directors, officers.

(m) *Waiver of Jury Trial*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(n) *Intentionally left blank.*

(o) *Sophistication of the Parties*. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.

(p) *Counterparts*. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.

(q) *Exclusive Dealing*. Following the mutual execution of this Agreement and continuing until any termination of this Agreement, Seller shall not, and Seller shall not cause or permit Seller's employees, officers, partners, agents, representatives or other affiliates to, (a) market the Property for sale, (b) solicit, initiate, obtain, encourage, entertain, negotiate or document any proposals or offers relating to the sale, finance or lease of the Property or any interest therein, (c) discuss, negotiate or enter into any backup contract or term sheet relating to the sale, finance or lease of the Property or any interest therein or (d) grant any other party a prior right to purchase the Property.

18. **Legal Notices**.

(a) *Texas Real Estate Licensing Act*. The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

(b) *Annexation*. If the Land is located outside the limits of a municipality, the Land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Land for further information.

(c) *Notice Regarding Possible Liability for Additional Taxes*. Seller notifies Buyer under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

19. **Findings**. Pursuant to Section 311.008 of the Texas Tax Code, Seller is selling the Property to Buyer on the terms and conditions of this Agreement, which it considers advisable to implement the project plan of Reinvestment Zone Number Two, City of Mansfield.

END OF PAGE – CONTINUED ON NEXT PAGE

SIGNATURE PAGE

Seller and Buyer have executed this Agreement on the dates which follow below their respective signatures. Any reference herein to the "***Effective Date***," "the date of this Agreement" or "the date hereof" shall be the date on which the Title Company executes this Agreement below, acknowledging receipt a fully executed copy of this Agreement.

SELLER:

CITY OF MANSFIELD, TEXAS
a Texas home rule municipality

By: ____

Name: ____

Title: ____

Date: ______________________________

BUYER:

SMITH & ELM MANSFIELD LLC,
a Texas limited liability company

By:____

Name:____

Title:____

Date: ______________________________

TITLE COMPANY:

The Title Company acknowledges receipt of this Agreement fully executed by Seller and Buyer on ________________________, 2026.

CAPITAL TITLE COMMERCIAL

By:________________________________

Name:______________________________

Title:______________________________

EXHIBIT A

PROPERTY

<u>EXHIBIT B</u>

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

<u>SPECIAL WARRANTY DEED</u>

THE STATE OF TEXAS	§
	§
COUNTY OF TARRANT	§

The City of Mansfield, Texas, a Texas home-rule municipal corporation ("***Grantor***"), for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor paid by SMITH & ELM MANSFILED LLC, a Texas limited liability agreement ("***Grantee***"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in Tarrant County, Texas, described on **<u>EXHIBIT A</u>** (the "***Property***"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "***Ancillary Rights***"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **<u>EXHIBIT B</u>** attached hereto.

All taxes and other assessments assessed against the Property for the year __________ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR(S):

CITY OF MANSFIELD, TEXAS, a Texas home-rule municipal corporation

By: ____________________________________

Name: _________________________________

Title: __________________________________

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me, the undersigned authority on _____ day of ______________________ 2026, by _________________________, by and on behalf of the City of Mansfield, Texas.

____
Notary Public, State of Texas

My commission expires: _______________