



Mansfield Park Facilities Development Corporation - Regular Meeting

June 19, 2025 - 6:00 PM

Multipurpose Room

1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

2. CITIZEN COMMENTS

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a comment card located at the entry to the city council chambers and present it to the Parks & Recreation Administrative Assistant prior to the start of the meeting.

3. RECESS INTO EXECUTIVE SESSION

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

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

i. Seek Advice of City Attorney Regarding Public/Private Partnerships

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

i. LA #25-04

ii. Park Project #01-21-01

iii. Park Project #08-22-01

4. RECONVENE INTO REGULAR SESSION

5. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

6. APPROVAL OF MINUTES

25-809 Approval of Regular Meeting Minutes - May 15, 2025

Presenters:

Attachments:

1. 5-15-2025

7. CASH FLOW STATEMENT

25-810 Cash Flow Statement May 31, 2025

Presenters:

Attachments:

1. MPFDC Sales Tax - June 2025

2. Cash Flow Report - June 2025

8. STAFF COMMENTS

A. Executive Director or Authorized Representative

- i. Current/Future Agenda Items
- ii. Executive Director Updates
- iii. Departmental Updates

25-811 Monthly Report - June 2025
Presenters:
Attachments:
1. Monthly Report - June 2025

9. NEW BUSINESS

25-812 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Vitriturf in an Amount Not to Exceed \$430,031.50 for Installation of Playground Safety Surfacing at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Presenters: James Fish

Attachments:

- 1. Resolution
- 2. Proposal

25-813 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Whirlix Design Inc. in an Amount Not to Exceed \$81,528 for Installation of Playground Shade Structures at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Presenters: James Fish

Attachments:

- 1. Resolution
- 2. Proposal

25-814 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Shade Structures, Inc. in an Amount Not to Exceed \$360,629.20 for Installation of Shade Structures at Four Neighborhood Parks; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (Park Development Fees)

Presenters: Billy Couch

Attachments:

- 1. Resolution
- 2. Proposal

25-815 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Tri-Tex Grass in an Amount Not to Exceed \$135,628.45 for Installation of Irrigation and Turf at 320 Smith Street as Part of the Rose Park Re-Development Plan; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Presenters: Toby Fojtik

Attachments:

1. Resolution
2. Proposal

10. WORK SESSION

FY2025-2026 Budget Update

11. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

12. INFORMATIONAL ITEMS

13. ADJOURN

CERTIFICATION

I, the undersigned authority do hereby certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday June 13, 2025, by 5:00 p.m., and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Sarah Speer, Administrative Assistant II
Parks and Recreation

This building is wheelchair accessible. Disabled parking spaces are available. Request for sign interpreter services must be made 48 hours ahead of meeting to make arrangements. Call 817 473-0211 or TDD 1-800-RELAY TX, 1-800-735-2989.



**Mansfield Park Facilities Development Corporation - Regular Meeting Minutes
May 15, 2025 - 6:00 PM
Final**

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

1. CALL MEETING TO ORDER

Scot Bowman, President, called the meeting to order at 6:01 PM.

Present: Scot Bowman, Lindsay Cadenhead, Lance Hood, Malinda Knappenberger, Bob Kowalski, Jessica Ng-Hinojosa, Raul Najera (arrived at 6:04 PM)

Absent: Shelley Isbell

2. CITIZEN COMMENTS

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a comment card located at the entry to the city council chambers and present it to the Parks & Recreation Administrative Assistant prior to the start of the meeting.

Louis Hardin of 113 N. 4th Ave, Mansfield addressed the board regarding the presence of fireflies on his property.

3. APPROVAL OF MINUTES

25-641 Approval of Regular Meeting Minutes - April 17, 2025

Presenters:

Attachments:

1. 4-17-2025

A motion was made by Board Member Kowalski to approve the item.

Seconded by Board Member Ng-Hinojosa. The motion PASSED by the following vote:

Aye: 6 Scot Bowman, Lindsay Cadenhead, Malinda Knappenberger, Bob Kowalski, Raul Najera, Jessica Ng-Hinojosa

Nay: 0 None

Abstain: 1 Lance Hood

4. CASH FLOW STATEMENT

25-644 Cash Flow Statement April 30, 2025

Presenters:

Attachments:

1. MPFDC Sales Tax - May 2025
2. Cash Flow Report - May 2025

A Cash Flow report was reviewed during the meeting with revised numbers. A month-to-month sales tax comparison through April was reviewed. For the month of May, sales tax was up 9.74% over last year and up 9.34% for the year.

5. DEPARTMENT UPDATES

25-642 Monthly Report - May 2025

Presenters:

Attachments:

1. MPFDC Monthly Report - May 2025

PARK PROJECTS

Oliver Nature Park

Work has begun on the removal of the current decking of the overlook structure, with some delays due to the current weather limiting undisturbed access. As removal of the decking continues the necessary steel support will be added and inspected along the way before the new decking material is applied. The project is still ahead of schedule despite the weather delays, but work will be limited during extended wet weather and at any times where programs are taking place in the park.

Geyer Commons

The Geyer Commons project will redevelop the City's first ballfield into a mixed-use public space. Phase I includes design and construction of an urban plaza with a vendor market, splash pad, restrooms with an incorporated pump room, architectural gateway feature, seating areas, open space improvements, streetscape improvements, trees, landscaping, infrastructure and lighting. Future phases will include construction of the civic lawn, architectural fountain, wiffle ball field, historic home relocation, parking areas, and additional landscaping and infrastructure.

Mansfield Sports Park

Moisture conditioning work has been completed on four of the fields. Construction plans for the restaurant renovations have been submitted for city permit review as well as with the Texas Department of Licensing and Regulations for accessibility review. Repairs and renovations to the administration building are nearing completion, and roofing and HVAC repairs will begin in May. Kemper is targeting the re-opening for September 1st.

Mans Best Field Dog Park

The construction contract has been executed with The Fain Group. The pre-construction meeting will likely take place at the end of the month. The plan set has been approved through the city's permitting process, with only a few minor changes to the environmental protection

measures along with other very minor adjustments that were required.

Katherine Rose Memorial Park Phase 1B

The contractor is working on the installation of the plumbing and steel for the restroom building in phase 1B. The concrete slab was delayed due to rain. Vertical construction will follow in the next few weeks. The playground equipment is scheduled to be shipped in late summer, with project completion by the end of the year. The Interlocal Agreement with Tarrant County has been approved with construction of the west side soccer area and parking underway.

Julian Feild Park

The contractor continues to work on site clearing and grade work through the heavy spring rain events. The restroom building foundation and plumbing work is complete, with vertical construction underway. The project has been delayed due to rain and mud for approximately three weeks.

Cook Cabin at the Man House

Staff recently received the final plan set for the cabin and has submitted it through the permitting process with the city. The consultant will make any necessary alterations or corrections per the request of the city as needed, and in the meantime will continue to prepare documentation for the bidding process along with staff. Pending any major issues with permitting, staff expects the bid process to begin in late May.

Walnut Creek Linear Trail 3B

The staging area has been secured and construction is officially underway with the contractor surveying and staking the project limits. The plan for construction is to start work on the west side of Matlock and begin the bridge work, then move to Cannon Drive during the MISD summer break to complete the improvements in front of the school.

McClendon Park East

Construction has begun at the park, with the contractor establishing their silt fencing along with site protection fencing before moving into the demo portion (removing old playground). After this is completed, site grading will begin. Recent weather has created some delay, but the contractor should be able to recover quickly and begin these next steps soon. Staff has been working on submittals during this period as well, with a particular effort given to the playground and site equipment (long-lead items) so that it may all be ordered well in advance. The consultant continues their work on revising the trail portion of the project.

Hardy Allmon Soccer Complex

Design work for phase 2 with Parkhill kicked off in early April. This phase will include adding tennis, pickleball, basketball and sand volleyball courts on the south side of Magnolia. The north side will include fitness amenities. Design work is expected to be completed this fall, with construction tentatively beginning in spring 2026. The conceptual master planning and site planning process is currently underway.

McKnight Park West

A contract has been executed with Freese and Nichols to resume design/engineering work. Disc golf planning work has started, with field work by Houck Design anticipated to begin this month.

OPERATIONS

Playground inspections - 16

Pavilion rentals - 63
Field and court rentals - 55
Splash pad water tests - 63

RECREATION

MAC visitors - 13,043
Recreation participants - 506
Senior meals served - 658
Senior daily visits - 1,155
MAC memberships sold - 263
Nature education participants - 55
Field trip participants - 576

MARKETING & COMMUNICATIONS

Facebook followers - 15,790
Facebook views - 229,199
Instagram followers - 4,717
Instagram views - 30,050
Email subscribers - 6,708
Email open rate - 28%
Website visitors - 7,088

EXECUTIVE DIRECTOR'S REPORT

This April, the City of Mansfield was named as a finalist for the 2025 National Gold Medal Award, a prestigious national honor given by the American Academy for Park and Recreation Administration (AAPRA) and the National Recreation and Park Association (NRPA) for overall excellence.

"This is a remarkable accomplishment not only for Mansfield Parks and Recreation, but for our residents," said Matt Young, Executive Director of Community Services. "Mansfield residents have long been our biggest fans, but now they can now proudly say their parks, facilities and trails really are among the best of the best."

Mansfield Parks and Recreation is one of only four finalists nationwide in the Class III category, which represents cities with populations between 75,001 – 150,000. All finalists will complete additional rounds of judging this summer, with winners announced during the 2025 NRPA Conference in September.

The Gold Medal Awards program honors excellence in parks and recreation through long-range planning, resource management, volunteerism, environmental stewardship, program development, professional development and community engagement.

"A few years ago, our team collectively created a vision statement that has become a guiding light for every aspect of our decision-making process," said Young.

"Each and every one of us are here to inspire Mansfield residents to gather, grow, preserve, and play through welcoming spaces and remarkable experiences. Everything we do, whether big-picture strategic planning or simple, daily tasks, is shaped by that mandate, and that community-centered approach has steered us towards success, time and again."

6. NEW BUSINESS

- 25-639 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Lea Park & Play in an Amount Not to Exceed \$92,864.85 for Repairs to the Playground Safety Surfacing at Clayton W. Chandler Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)
Presenters: Brian Coatney, Assistant Director of Parks and Recreation
Attachments:
1. Quote
2. Resolution

**A motion was made by Board Member Cadenhead to approve the resolution:
Seconded by Board Member Knappenberger. The motion PASSED by the following vote:**

Aye: 7 Scot Bowman, Lindsay Cadenhead, Lance Hood, Malinda Knappenberger,
Bob Kowalski, Raul Najera, Jessica Ng-Hinojosa
Nay: 0 None
Abstain: 0 None

Resolution Number: 4371-25

- 25-640 Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding an Annual Maintenance Contract to Looks Great Service of MS, Inc. in an Amount Not to Exceed \$80,000 for Tree and Shrub Maintenance; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (General Fund, MPFDC Fund)
Presenters: Brian Coatney, Assistant Director of Parks and Recreation
Attachments:
1. Bid Tab
2. Resolution

**A motion was made by Board Member Kowalski to approve the resolution.
Seconded by Board Member Cadenhead. The motion PASSED by the following vote:**

Aye: 7 Scot Bowman, Lindsay Cadenhead, Lance Hood, Malinda Knappenberger,
Bob Kowalski, Raul Najera, Jessica Ng-Hinojosa
Nay: 0 None
Abstain: 0 None

Resolution Number: 4372-25

7. DISCUSSION ITEMS

FY2025-2026 Budget Update

Brian Coatney, Assistant Director of Parks and Recreation, provided the board with an update on the FY25-FY26 budget.

8. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS

Malinda Knappenberger thought the social media post for job openings within the department was hilarious.

Raul Najera thanked everyone for spending his birthday with him tonight at the board meeting.

Scot Bowman said he enjoys seeing all of the projects on the monthly report map and thanked staff for their dedication.

9. INFORMATIONAL ITEMS

Brian Coatney announced the two M3 Ranch parks were officially deeded over to the City and we will begin maintenance May 16, 2025 and there will be a budget workshop during June's meeting for the FY25-FY26 budget.

10. ADJOURN

A motion was made by Board Member Cadenhead to adjourn the meeting at 6:50 PM. Seconded by Board Member Najera. The motion PASSED by the following vote:

Aye: 7	Scot Bowman, Lindsay Cadenhead, Lance Hood, Malinda Knappenberger, Bob Kowalski, Raul Najera, Jessica Ng-Hinojosa
Nay: 0	None
Abstain: 0	None

Scot Bowman, President

ATTEST:

Sarah Speer, Administrative Assistant II

MANSFIELD PARKS FACILITIES DEVELOPMENT CORP.
YEAR TO DATE SALES TAX COMPARISON
OCTOBER 2023
TO SEPTEMBER 2024

MONTH	FY24	FY25	DOLLAR VALUE INCREASE (DECREASE) FY 2024/2025	PERCENTAGE INCREASE (DECREASE) FY 2023/2024
OCTOBER	778,872.57	833,159.34	54,286.77	6.97%
NOVEMBER	884,066.99	937,742.74	53,675.75	6.07%
DECEMBER	767,250.06	832,390.94	65,140.88	8.49%
JANUARY	788,624.44	850,863.02	62,238.58	7.89%
FEBRUARY	940,225.34	1,237,240.39	297,015.05	31.59%
MARCH	756,005.23	759,014.43	3,009.20	0.40%
APRIL	706,313.43	692,355.03	(13,958.41)	-1.98%
MAY	937,418.19	1,028,732.59	91,314.40	9.74%
JUNE	751,414.01	838,965.20	87,551.19	11.65%
JULY				
AUGUST				
SEPTEMBER				
YTD TOTAL	7,310,190.26	8,010,463.67	700,273.41	9.58%

MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION
CASH FLOW REPORT
FY2024-2025

June 2025

REVENUES	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Projected	July Projected	August Projected	September Projected	Year-End Projection	FY24-25 Budget	Variance
Sales Tax	-	937,743	832,391	850,863	1,237,240	759,014	692,355	1,028,733	838,965.19	817,545	1,037,852	1,720,279	10,752,980	10,284,224	468,756
Debt Service	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(233,410)	(2,800,917)	(2,800,917)	0
Utility Sales Tax	2,208	1,920	2,445	2,384	1,931	2,477	1,894	2,179	1,500	1,500	1,500	1,500	23,438	16,000	7,438
Interest	26,401	25,313	24,726	24,202	22,395	22,841	23,282	-	50,000	25,000	25,000	25,000	294,161	250,000	44,161
Fees - Mansfield Activities Center	48,529	39,429	32,459	30,068	33,407	38,990	38,032	51,699	86,065	71,720	41,045	37,893	549,336	531,300	18,036
Fees - Outdoor Recreation	4,564	4,325	2,289	1,484	2,747	5,648	6,734	1,264	7,000	8,000	6,000	5,000	55,054	60,000	(4,946)
Fees - Athletic Fields	13,805	25,262	59,356	5,487	3,103	9,785	12,932	16,164	48,000	32,000	6,300	6,500	238,694	210,000	28,694
Fees - Pavilions	7,670	3,760	1,280	215	505	4,045	8,290	8,675	9,100	6,160	5,500	7,940	63,140	60,000	3,140
Fees - Cell Tower, Memorial Program, Other	2,475	8,439	0	8,482	5,069	0	4,163	7,497	4,162	4,162	4,162	4,162	52,774	54,384	(1,610)
Lease Payments - Gas Royalty Proceeds	-	2,865	2,944	5,189	3,763	-	18,026	4,510	2,738	1,718	4,000	10,101	55,855	60,000	(4,145)
Lease Payments - Mansfield National Golf Club	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	100,000	100,000	(0)
Lease Payments - Mansfield Sports Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments - Hawaiian Falls Waterpark	-	-	-	-	-	-	-	-	190,000	-	66,238	-	256,238	325,000	(68,762)
Lease Payments - StarCenter	35,000	70,000	35,000	-	70,000	-	35,000	70,000	-	35,000	35,000	125,000	510,000	500,000	10,000
Lease Payments - FieldhouseUSA	-	-	-	350,000	-	-	-	-	250,000	-	-	-	600,000	600,000	-
Transfers to/from Other Funds		292,085		4,005,645	-							309,975	4,607,705	309,975	4,297,730
Certificates of Obligation / Bond Proceeds					-	2,625,000							2,625,000		2,625,000
Total Revenues	(84,425)	1,186,064	767,815	5,058,944	1,155,083	3,242,724	615,630	965,644	1,262,454	777,729	1,007,520	2,028,273	17,983,457	10,559,966	7,423,491

OPERATING EXPENDITURES	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Projected	July Projected	August Projected	September Projected	Year-End Projection	FY24-25 Budget	Variance
Administration	86,365	152,320	160,441	185,658	127,285	141,965	154,575	126,953	127,006	162,635	165,464	164,299	1,754,968	1,759,206	(4,238)
Field Maintenance Operations	36,433	51,045	58,306	75,330	51,305	62,932	62,045	77,737	110,734	104,835	127,303	98,069	916,073	955,357	(39,284)
Community Park Operations	65,652	91,569	76,071	87,189	67,682	80,139	81,291	81,707	113,101	112,710	133,014	126,449	1,116,574	1,184,178	(67,604)
Neighborhood Park Operations	43,526	68,659	60,075	74,943	63,279	71,716	55,516	68,000	90,175	-	95,048	80,074	771,012	879,886	(108,874)
Nature Education Programs	9,019	13,236	12,980	15,961	13,125	12,982	17,722	14,195	18,762	19,591	27,880	24,284	199,735	230,434	(30,699)
MAC Programs & Operations	62,950	67,324	71,726	98,232	82,618	83,802	80,628	79,313	119,553	119,350	146,731	100,254	1,112,483	1,238,115	(125,632)
Mansfield Sports Park	5,854	997	28,268	11,837	18,930	47	47	97,130	89,167	7,917	7,917	89,167	357,277	0	357,277
Non-Departmental	5,237	5,237	5,237	12,337	5,461	83,375	5,279	8,138	5,237	5,237	5,237	317,188	463,198	397,567	65,631
Capital Maintenance / Equipment	-	4,739	25,343	29,170	96,185	122,865	15,492	21,462	50,000	-	-	360,698	725,954	767,000	(41,046)
Total Operating Expenditures	315,036	455,126	498,447	590,657	525,870	659,824	472,596	574,637	723,735	532,273	708,593	1,360,480	7,417,274	7,411,743	5,531

CAPITAL EXPENDITURES	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Projected	July Projected	August Projected	September Projected	Year-End Projection	FY24-25 Budget	Variance
Land Acquisition									250,000			250,000	500,000	500,000	-
Playground Improvements											92,865	157,135	250,000	250,000	-
Athletic Complex Improvements	1,650	859	14,763	17,926	39,378	90,824	10,010	-	75,000	50,000	50,000	125,000	475,410	500,000	(24,590)
Oliver Nature Park Improvements	-	-	-	8,151	3,101	100	-	-	43,000	50,000	130,000	55,648	290,000	300,000	(10,000)
Walnut Creek Linear Park - Phase 2A												1,000,000	1,000,000	1,000,000	-
Walnut Creek Linear Park-Phase 3B	100	2,042	100	10,482	-	3,600	-	-	250,000	500,000	500,000	1,600,000	2,866,324	3,000,000	(133,676)
Walnut Creek Linear Park-Phase 4	-	-	-	-	-	-	-	-	125,000	125,000	125,000	125,000	500,000	500,000	-
Linear Trails - Barg to Chandler, Forest Brook to Dove Chase	-	-	-	-	-	-	-	-	62,500	62,500	62,500	62,500	250,000	250,000	-
Katherine Rose Memorial Park	0	-	-	-	-	-	-	5,000	160,000	-	-	1,768,202	1,933,202	2,000,000	(66,798)
Mans Best Field Dog Park - Phase 2	-	-	100	1,477	-	-	2,891	-	150,000	150,000	200,000	300,000	804,468	400,000	404,468
McClendon Park Nature Trail and Playground	-	-	3,124	5,209	-	1,000	-	-	50,000	100,000	167,000	317,000	643,333	600,000	43,333
James McKnight Park West	-	23,650	-	3,324	-	-	5,700	9,463	25,000	50,000	50,000	65,537	232,673	1,400,000	(1,167,327)
Mansfield National Restroom	-	-	-	500	-	-	-	-	-	-	-	-	500	0	500
Replating Services	-	-	34,750	-	12,250	-	35,800	-	-	5,400	-	6,300	94,500	94,500	-
Total Capital Expenditures	1,750	26,551	52,837	47,070	54,730	95,524	54,400	14,463	1,190,500	1,092,900	1,377,365	5,832,322	9,840,410	10,794,500	(954,090)

FY2024-2025 NET	(401,211)	704,388	216,531	4,421,217	574,484	2,487,376	88,634	376,545	(651,780)	(847,444)	(1,078,437)	(5,164,529)	725,773	(7,646,277)	
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	Beginning Balance												Ending Balance		
FUNDS AVAILABLE	12,208,885	11,807,674	12,512,061	12,728,593	17,149,810	17,724,294	20,211,670	20,300,304	20,676,849	20,025,068	19,177,624	18,099,187	12,934,658		

MANSFIELD PARKS & RECREATION

JUNE 2025

OUR VISION

to inspire Mansfield to
gather, grow, preserve & play
through welcoming spaces
& remarkable
experiences

OUR MISSION

to create community by
exceeding expectations
in design, maintenance, operations
and programming with a commitment
to **lead as a team**
with uncompromising integrity

OUR GOALS



Increase Access to
Parks and Programs



Develop, Maintain
and Innovate



Improve Health
and Wellness



Preserve
Natural Spaces



Cultivate
Community Pride



MANSFIELD
PARKS & RECREATION

mansfieldparks.com

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THIS MONTH IN MANSFIELD

This July, we'll once again recognize National Parks and Recreation Month, and Mansfield has a full lineup of ways to celebrate our favorite parks and programs.

This year's theme, Build Together, Play Together, could not be more appropriate for Mansfield in 2025, as we're working hard to build so many new ways for families to gather, grow, preserve and PLAY together! The fun begins on Monday, June 23, when staff and Mansfield Park Facilities Development Corporation are invited to attend the official City Council proclamation designating the honor.

Throughout the month, we'll be sharing stories and data showcasing how our department serves the community, how we've grown and developed over the years, and what we're focused on for the future of Mansfield and its residents. We'll also be hosting a number of exciting free programs for all ages and interests; because everyone deserves the chance to play!

The full schedule will be released on Monday, June 23, but will include:

- Outdoor fitness classes
- Craft/nature classes
- Pop-up sprinkler days
- Family game night
- Tractor story time

The biggest events of the month will be Summer Freeze on Friday, July 11, when residents will be invited to a free open skate and play night at StarCenter Mansfield, and the Sunrise Sunday Sprint, an ice cream-themed fun run at James McKnight Park East on Saturday, July 19, one day before National Ice Cream Day!

However you choose to mark the occasion, there's plenty to celebrate in Mansfield!

SAVE THE DATE

06/20 Family Nerf Night
06/23 City Council Parks & Rec Month Proclamation
06/26 100 Hours of PLAY: Great Outdoors
06/28 Hike with a Naturalist
07/01 Parks and Recreation Month
07/03 100 Hours of PLAY: Mansfield USA
07/08 MPFDC July Meeting

DIVISION UPDATES

RECREATION

MAC VISITORS	12,640
RECREATION PARTICIPANTS	884
SENIOR MEALS SERVED	704
SENIOR DAILY VISITS	1,170
MAC MEMBERSHIPS SOLD	214
NATURE EDUCATION PARTICIPANTS	27
FIELD TRIP PARTICIPANTS	73

OPERATIONS

PLAYGROUND INSPECTIONS	16
PAVILION RENTALS	90
FIELD AND COURT RENTALS	55
SPLASH PAD WATER TESTS	63

MARKETING

FACEBOOK FOLLOWERS	16,385
FACEBOOK VIEWS	311,785
INSTAGRAM FOLLOWERS	4,784
INSTAGRAM VIEWS	27,800
EMAIL SUBSCRIBERS	6,971
EMAIL OPEN RATE	27%
WEBSITE VISITORS	10,251



PARK PROJECT UPDATES



	PROJECT	ADDRESS	DETAILS	STATUS
1	Oliver Nature Park	1650 Matlock Rd.	Replace treehouse overlook decking	Construction
2	Geyer Commons	599 E. Broad St.	Historic plaza with retail and park amenities	Construction
3	Mansfield Sports Park	500 Heritage Pkwy S.	Renovation and rebranding of entire complex	Construction
4	Mans Best Field Dog Park	610 W. Broad St.	Water feature, pavilion, lighting, trail connection	Construction
5	Katherine Rose Memorial Park	303 N. Walnut Creek Dr.	Parking expansion, new playground & restroom	Construction
6	Julian Feild Park	1531 E. Broad St.	Veterans memorial, restrooms and pond	Construction
7	Cook Cabin at the Man House	604 W. Broad St.	Relocating/reconstructing historic log cabin	Design
8	Walnut Creek Linear Trail	Cannon/Carlin to ONP	Phase 3B on-street side path trail	Construction
9	McClendon Park East	740 W. Kimball St.	New playground and nature trail	Construction
10	Hardy Allmon Soccer Complex	310 N Walnut Creek Dr.	Relocate soccer fields, add sport courts & fitness	Design
11	McKnight Park West	302 N. Wisteria Dr.	Playground, park amenities and disc golf course	Design

Mansfield Parks and Recreation uses department goals and City Council priorities to develop both long and short-term projects and plans. All projects include icons indicating which of the priorities are being addressed.

**SUMMARY**

This project involves the re-decking of the tree house overlook structure. After many years of replacing the decking boards as necessary due to wear and damage, parks staff realized that it was becoming more and more necessary to do a full re-decking of the structure. After selecting a new composite decking material that was preferred by staff for both its appearance and longevity, the original engineer of the structure was contacted to assess using this new decking material and making any necessary structural changes to accommodate for its use. Upon completion, the tree house overlook will have new decking and handrail material all throughout the structure, along with additional structural lumber and steel supports that were required to support the material.

CURRENT UPDATE

The re-decking of the overlook structure was completed on June 6, a full month before the contract date. The contractor is completing a few final punchlist items, most involving minor cleanup, but the structure has been opened back up to the public now that it has passed inspection. New benches will be added to replace the older benches that were removed, and the benches that were removed have been repurposed elsewhere in the park.

PROJECT MANAGER

Garrett Smith

TARGET COMPLETION

Summer 2025

BUDGET

\$150,000

DESIGN FIRM

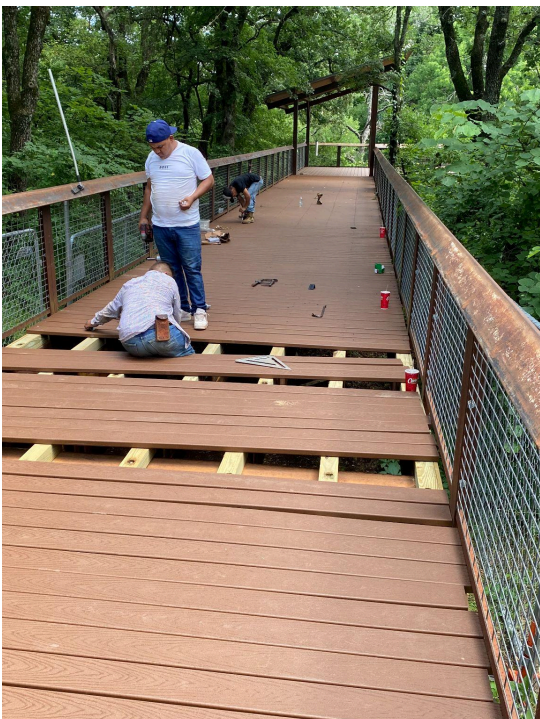
Charles Gojer & Associates

CONTRACTOR

Pro Reno Group

SOURCE

MPFDC



2 GEYER COMMONS



SUMMARY	The Geyer Commons project will redevelop the City's first ballfield into a mixed-use public space. Phase I includes design and construction of an urban plaza with a vendor market, splash pad, restrooms with an incorporated pump room, architectural gateway feature, seating areas, open space improvements, streetscape improvements, trees, landscaping, infrastructure and lighting. Future phases will include construction of the civic lawn, architectural fountain, wiffle ball field, historic home relocation, parking areas, and additional landscaping and infrastructure.				
CURRENT UPDATE	The site sub base preparation process and the underground utility work is complete. Splash pad and restroom construction has begun, but heavy rain continues to impact construction progress. The production of cottage market structures is 90% complete. The sub base preparation for the proposed new access road is also underway. New sanitary sewer line and water line installation is complete. The project is expected to be completed in September.				
PROJECT MANAGER	Mitali Mandlekar	TARGET COMPLETION	Summer 2025	BUDGET	\$5.6 million
DESIGN FIRM	Dunaway Associates	CONTRACTOR	Millis Development & Construction	SOURCE	GF CO's



3 MANSFIELD SPORTS PARK



SUMMARY	Mansfield City Council terminated the operating agreement with Big League Dreams Mansfield, Inc. in late 2023 due to a failure to comply with the agreement and ongoing concerns regarding the facility condition. After a detailed assessment of the park, which includes eight ball fields, an indoor pavilion, two restaurants, batting cages, and a playground, KemperSports and REV Entertainment were selected to serve as the new management team. They are currently overseeing the renovations, rebranding and reimagining of the facility and its programming.				
CURRENT UPDATE	Moisture conditioning work is nearing completion on all fields, with plastic liners installed on several fields. The old turf on the infields is now being removed in preparation for the new synthetic surface installation. Outfield wall painting will resume once the moisture conditioning process is complete. The new ballfield lighting system should be completed by the end of June. The indoor facility has been repainted and cleaned thoroughly, also getting ready for new synthetic turf installation. Lots of additional work is taking place on the roofing and HVAC systems as the final plans for the restaurant renovations is expected to be approved in mid-June. Kemper is targeting the re-opening for September 1st.				
PROJECT MANAGER	Matt Young/ KemperSports	TARGET COMPLETION	Fall 2025	BUDGET	\$12M
DESIGN FIRM	LRK (Kemper)	CONTRACTOR	Various	SOURCE	GF, KemperSports



4 MANS BEST FIELD DOG PARK



SUMMARY	This project covers the development of phase II for the dog park, which entails installing a swimming pond/water feature for dog use, a dog wash station/area, a central pavilion, agility equipment, and extending irrigation and lighting further into the paddocks. A paved trail is also being added to provide access to the pond and provide future access to the WCLT 4A/4B expansion.				
CURRENT UPDATE	Construction began on June 2, with the new irrigation system work taking place first. The contractor is only working in two paddocks at a time, leaving at least one small dog and one large dog paddock open to the public throughout construction. They are trenching and laying the irrigation lines before installing heads and testing the system as they move along, with paddocks #3 and #4 already completed and work moving into paddocks #1 and #2 now. Grading and demo for the new trail section should begin as soon as the irrigation is nearing completion.				
PROJECT MANAGER	Garett Smith	TARGET COMPLETION	Fall 2025	BUDGET	\$900,000
DESIGN FIRM	Westwood	CONTRACTOR	The Fain Group	SOURCE	MPFDC, Park Fees



5 KATHERINE ROSE MEMORIAL PARK



SUMMARY	Katherine Rose Park and Hardy Allmon Soccer Complex are being reimaged to better fit the needs of a growing community. The project includes a master redevelopment plan of the space, including available nearby properties and parks.				
CURRENT UPDATE	The contractor is working on the installation of the plumbing and steel for the restroom building in phase 1B. The concrete slab was delayed due to rain. Vertical block construction is underway. The playground equipment is scheduled to begin shipping in late July and early August. Despite the heavy rains, project completion by the end of the year is still the goal. The parking lot and site grading for the west side soccer fields is nearing completion. Quotes have been solicited for the installation of the irrigation system and turfgrass.				
PROJECT MANAGER	James Fish & Garrett Smith	TARGET COMPLETION	Winter 2025	BUDGET	\$10 million
DESIGN FIRM	Parkhill	CONTRACTOR	Cole Construction	SOURCE	GF, ARPA, MPFDC



6 JULIAN FEILD PARK



SUMMARY	Phase one of Julian Feild Park redevelopment includes walkways, reflection pond, irrigation and landscaping, restrooms, Serenity Gardens improvements, and a large veterans memorial plaza. Future phases will include trails throughout the rear, wooded portion of the park, and a connection to the Walnut Creek Linear Trail. This project also includes work to address erosion along the west side of the park supported by the drainage fund.				
CURRENT UPDATE	The contractor continues to work on site clearing and grade work through the heavy rain events. The restroom building foundation and plumbing work is complete, with vertical construction complete and roofing work beginning. Site electrical has been ongoing despite the delays due to rain and mud.				
PROJECT MANAGER	James Fish	TARGET COMPLETION	Winter 2025	BUDGET	\$5 million
DESIGN FIRM	Kimley-Horn	CONTRACTOR	AUI Partners, LLC	SOURCE	TIRZ #1



7 COOK CABIN AT THE MAN HOUSE



SUMMARY

Parks and Recreation was tasked with relocating the Cook Cabin that currently sits on Cook property across from City Hall to the Man House property in 2023. Discussions during the previous phases at the Man property resulted in the idea that the cabin would be lifted and moved in-tact from its current location. Given the deterioration of the cabin, however, this method was deemed to be unviable and staff was forced to look into other options. Staff enlisted the services of Architexas, a design firm that specializes in the construction and preservation of historical structures. Architexas first completed a Historical Structures Report on the cabin to assess its current condition and recommend the best steps to move forward with relocating the cabin to the Man House property. It was determined that the best option would involve the log-by-log deconstruction of the cabin, and its subsequent reconstruction at the Man House site so that it may be used primarily as a demonstration cabin, with a specific focus on food preparation methods of that period (late 19th into early 20th century).

CURRENT UPDATE

The project was recently advertised for bid, with a pre-bid meeting taking place on June 5. The bid opening is scheduled for June 122, after which staff will evaluate all bidders thoroughly to the qualifications stipulated in the bid documents specific to the unique aspects of this project.

PROJECT MANAGER

Garett Smith

TARGET COMPLETION

Winter 2025

BUDGET

\$425,000

DESIGN FIRM

Architexas

CONTRACTOR

TBD

SOURCE

GF CO's



8

WALNUT CREEK LINEAR TRAIL 3B



SUMMARY	This segment will extend from the recently completed trail at Cannon and Carlin Roads and create a connection to the entrance of Oliver Nature Park with a combination of added trails and expanded sidewalks along Matlock Road.				
CURRENT UPDATE	Construction of the sidepath on the west side of Matlock has been completed, with clean up and landscaping underway. Cannon Drive has been marked for demolition and panel replacements during the MISD summer break to complete the improvements in front of the school. The bridge work will begin in July and continue until the project is complete in December.				
PROJECT MANAGER	James Fish	TARGET COMPLETION	Winter 2025	BUDGET	\$3 million
DESIGN FIRM	Kimley Horn & Associates	CONTRACTOR	Humphrey & Morton Construction Company, Inc.	SOURCE	MPFDC/GF Bonds



9 MCCLENDON PARK EAST



SUMMARY	This project includes the renovation and expansion of the playground area, as well as reworking and enhancing the nature trail connection between this park and McClendon Park West				
CURRENT UPDATE	During the excavation of the playground site, an unmarked high voltage service line was uncovered running directly along the edge of the playground and retaining wall. The line belongs to Oncor and services the park, so it must be shifted or relocated before work along the playground retaining wall and base in that area can proceed. Staff has already met on-site with Oncor and is initiating the work that will need to be executed by them. If it can be worked into the project quickly, no delays are expected to the overall project schedule. In the meantime, the contractor has diverted other work to take place now, notably pouring the walking paths and drive crossing. They will continue to do all work that is possible until the electrical line issue is resolved.				
PROJECT MANAGER	Garett Smith	TARGET COMPLETION	Fall 2025	BUDGET	\$800,000
DESIGN FIRM	Westwood	CONTRACTOR	D.L. Meacham	SOURCE	MPFDC



10 HARDY ALLMON SOCCER COMPLEX



SUMMARY	Katherine Rose Park and Hardy Allmon Soccer Complex are being reimaged to better fit the needs of a growing community. The project includes a master redevelopment plan of the space, including available nearby properties and parks.				
CURRENT UPDATE	Design work for phase 2 with Parkhill kicked off in early April. This phase will include adding tennis, pickleball, basketball and sand volleyball courts on the south side of Magnolia. The north side will include fitness amenities. Design work is expected to be completed this fall, with construction tentatively beginning in spring 2026. The consultant has completed the final draft of the conceptual master plan layout and will transition to developing construction documents.				
PROJECT MANAGER	Mitali Mandlekar	TARGET COMPLETION	Fall 2026	BUDGET	\$5 million
DESIGN FIRM	Parkhill	CONTRACTOR	TBD	SOURCE	MPFDC



11 JAMES MCKNIGHT PARK WEST



SUMMARY	Mansfield Parks and Recreation was awarded a \$750,000 non-urban outdoor recreation grant for James McKnight Park West from the Texas Parks and Wildlife Commission (TPWC) in January 2023 to add much-needed amenities to the 35-year-old park. The concept includes a playground, walking trail with fitness stations and the city's first disc golf course.				
CURRENT UPDATE	Site visits with the prime consultant and disc golf consultant were completed this month. Conceptual routing design of the proposed disc golf course is now complete. Prime consultant will work closely with the City to begin development of the detailed park and trail design.				
PROJECT MANAGER	Mitali Mandlekar	TARGET COMPLETION	Summer 2026	BUDGET	\$2.1 million
DESIGN FIRM	Freese and Nichols, Inc. / Houck Design	CONTRACTOR	TBD	SOURCE	TPWD Grant, MPFDC





City of Mansfield Staff Report

Item ID: 25-812

Agenda Date: June 19, 2025

Title

Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Vitriturf in an Amount Not to Exceed \$430,031.50 for Installation of Playground Safety Surfacing at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Description/History

Katherine Rose Memorial Park, a former pecan orchard named after the wife of the previous land owner, is a 31.29-acre park located at the intersection of Walnut Creek Drive and Smith Street. The park land was purchased in 1992 by the Mansfield Park Facilities Development Corporation (MPFDC) with proceeds from the half cent sales tax. The park was then developed and opened in 1996, in part with grant funding from the Texas Parks and Wildlife Department. Hardy Allmon Soccer Complex is a 9.43-acre sports facility opened in 1984, and is located across Walnut Creek Drive from Rose Park. This park includes two soccer fields, two parking areas, and serves as a trail head for Walnut Creek Linear Trail (WCLT), which connects the two parks, via a crossing under Walnut Creek Drive Bridge. In 2019, the City purchased the 10.39-acre tract at the end of Smith Street for water line easements and floodway preservation.

The master plan for these parks was created and produced by Parkhill, Inc. in 2023. It outlines the future development of these parks, addressing needed infrastructure and recreational amenities within the combined 51 acres of parkland. Parkhill performed a site opportunities evaluation, facilitated community input, and prepared the phased, master development plan.

Phase 1A of the project included construction of a new park entry, roadway and parking lot and was completed in the summer of 2024. Phase 1B is currently under construction and will provide a new inclusive playground, pavilion and restroom facilities, along with realigned pedestrian and vehicular access points and parking areas, while maintaining the essence of the original park setting.

The proposed contract will provide the necessary poured-in-place safety surfacing for the 25,246 square feet of playground equipment, as well as synthetic turf surfacing for the squirrel play feature. Vitriturf - Lewisville, Texas submitted a BuyBoard proposal to the city in the amount of \$430,031.50 for the proposed scope of work. Staff believes that this is the most efficient use of funding and recommends awarding the construction contract to Vitriturf.

Strategic Initiative

Building Strong Neighborhoods
Provide a Safe Community

Recommendation

Approve Resolution

Funding Source
MPFDC Fund

Prepared By
James Fish -

RESOLUTION NO. _____

A RESOLUTION OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, AWARDED A CONSTRUCTION CONTRACT TO VITRITURF IN AN AMOUNT NOT TO EXCEED \$430,031.50 FOR INSTALLATION OF PLAYGROUND SAFETY SURFACING AT KATHERINE ROSE MEMORIAL PARK; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (MPFDC FUND)

WHEREAS, the Mansfield Park Facilities Development Corporation (“MPFDC”) is a Texas non-profit corporation operating as a Type B Economic Development Corporation under the Development Corporation Act, codified in Subtitle C1 of Title 12 of the Texas Local Government Code, Chapters 501 through 505 (the “Act”), the Texas Non-Profit Corporation Act, as amended, and other applicable laws; and

WHEREAS, the MPFDC promotes economic development within the City of Mansfield (the “City”) to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act; and

WHEREAS, as part of the re-development master plan for Katherine Rose Memorial Park, a new inclusive playground is currently being constructed on site to provide remarkable experiences; and

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that playground safety surfacing be installed at Katherine Rose Memorial Park; and

WHEREAS, City staff has reviewed and considered a BuyBoard proposal from Vitriturf for installation of playground safety surfacing at Katherine Rose Memorial Park and recommends approval of a construction contract for said services; and

WHEREAS, funding for this project is available in the FY2024-2025 MPFDC Operating Budget; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the MPFDC deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

That a construction contract with Vitriturf in an amount not to exceed Four Hundred Thirty Thousand, Thirty-One and 50/100 dollars (\$430,031.50) for installation of playground safety surfacing at Katherine Rose Memorial Park is hereby approved.

SECTION 2.

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

SECTION 3.

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 4.

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

**PASSED AND APPROVED BY THE MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION THIS 19TH DAY OF JUNE 2025.**

Scot Bowman, President

ATTEST:

Sarah Speer, Administrative Assistant II



YOU'RE ON OUR TURF



960 North Mill Street Lewisville, TX 75057

QUOTATION

NUMBER: 25-1266

OFFICES: LEWISVILLE, TX
PILOT POINT, TX

MEMPHIS, TN
CENTEREACH, NY

631.433.0459
stevenoskin@vitriturf.com

5/15/2025

PROJECT NAME: KATHERINE ROSE PARK
MANSFIELD, TEXAS

CITY OF MANSFIELD

Parks and Recreation

1164 Matlock Rd

Mansfield, TX 76063

Attention: JAMES FISH

James.fish@mansfieldtexas.gov

BUYBOARD 706-23

Date: 5/15/2025

Name:

Signature:

SYSTEM:	SQFT:	PRICE PER SQFT:	COLOR:	DESIGNS/NOTES:	TOTAL:
VITRITURF-2"	4,954	\$15.25	100% COLOR		\$75,548.50
VITRITURF-3.5"	11,536	\$16.75	100% COLOR		\$193,228.00
VITRITURF 5.5"	8,256	\$18.75	100% COLOR		\$154,800.00
VITRITURF-3"	500	\$12.85	BASE FOR TURF UNDER SQUIR		\$6,425.00
TOTALS:	25,246				\$430,001.50

Price does not include: taxes and/or fees.

Price is based on minimum sqft of :

25,246 Any additional square feet shall be billed accordingly.

Price is protected for 60 days.



**City of Mansfield
Staff Report**

Item ID: 25-813

Agenda Date: June 19, 2025

Title

Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Whirlix Design Inc. in an Amount Not to Exceed \$81,528 for Installation of Playground Shade Structures at Katherine Rose Memorial Park; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Description/History

Katherine Rose Memorial Park, a former pecan orchard named after the wife of the previous land owner, is a 31.29-acre park located at the intersection of Walnut Creek Drive and Smith Street. The park land was purchased in 1992 by the Mansfield Park Facilities Development Corporation (MPFDC) with proceeds from the half cent sales tax. The park was then developed and opened in 1996, in part with grant funding from the Texas Parks and Wildlife Department. Hardy Allmon Soccer Complex is a 9.43-acre sports facility opened in 1984, and is located across Walnut Creek Drive from Rose Park. This park includes two soccer fields, two parking areas, and serves as a trail head for Walnut Creek Linear Trail (WCLT), which connects the two parks, via a crossing under Walnut Creek Drive Bridge. In 2019, the City purchased the 10.39-acre tract at the end of Smith Street for water line easements and floodway preservation.

The master plan for these parks was created and produced by Parkhill, Inc. in 2023. It outlines the future development of these parks, addressing needed infrastructure and recreational amenities within the combined 51 acres of parkland. Parkhill performed a site opportunities evaluation, facilitated community input, and prepared the phased, master development plan.

Phase 1A of the project included construction of a new park entry, roadway and parking lot and was completed in the summer of 2024. Phase 1B is currently under construction and will provide a new inclusive playground, pavilion and restroom facilities, along with realigned pedestrian and vehicular access points and parking areas, while maintaining the essence of the original park setting.

Staff determined that while the majority of the new playground footprint will receive shade from the park's large trees, the Quantis Infinity climber needed some shade structures to combat the Texas summer heat. Whirlix Design Inc. submitted a BuyBoard proposal to the city in the amount of \$81,528 for the proposed scope of work. Staff believes that this is the most efficient use of funding and recommends awarding the purchase and installation contract to Whirlix Design Inc.

Strategic Initiative

Building Strong Neighborhoods
Provide a Safe Community

Recommendation

Approve Resolution

Funding Source

MPFDC Fund

Prepared By

James Fish -

RESOLUTION NO. _____

A RESOLUTION OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, AWARDING A CONSTRUCTION CONTRACT TO WHIRLIX DESIGN INC. IN AN AMOUNT NOT TO EXCEED \$81,528 FOR INSTALLATION OF PLAYGROUND SHADE STRUCTURES AT KATHERINE ROSE MEMORIAL PARK; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (MPFDC FUND)

WHEREAS, the Mansfield Park Facilities Development Corporation (“MPFDC”) is a Texas non-profit corporation operating as a Type B Economic Development Corporation under the Development Corporation Act, codified in Subtitle C1 of Title 12 of the Texas Local Government Code, Chapters 501 through 505 (the “Act”), the Texas Non-Profit Corporation Act, as amended, and other applicable laws; and

WHEREAS, the MPFDC promotes economic development within the City of Mansfield (the “City”) to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act; and

WHEREAS, as part of the re-development master plan for Katherine Rose Memorial Park, a new inclusive playground is currently being constructed on site to provide remarkable experiences; and

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that playground shade structures be installed at Katherine Rose Memorial Park; and

WHEREAS, City staff has reviewed and considered a BuyBoard proposal from Whirlix Design Inc. for installation of playground shade structures at Katherine Rose Memorial Park and recommends approval of a construction contract for said services; and

WHEREAS, funding for this project is available in the FY2024-2025 MPFDC Operating Budget; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the MPFDC deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

That a construction contract with Whirlix Design Inc. in an amount not to exceed Eighty-One Thousand, Five Hundred Twenty-Eight and no/100 dollars (\$81,528) for installation of playground shade structures at Katherine Rose Memorial Park is hereby approved.

SECTION 2.

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

SECTION 3.

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 4.

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

**PASSED AND APPROVED BY THE MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION THIS 19TH DAY OF JUNE 2025.**

Scot Bowman, President

ATTEST:

Sarah Speer, Administrative Assistant II

Date: May 28, 2025
Project: Katherine Rose Inclusive Park
Location: Mansfield, TX

Shade at Quantis
Shade -SkyWays Two Joined Triangle Sails: \$47,936.00
Engineering: \$1,213.00
Freight: \$1,600.00
Installation: \$35,069.00
Buy Board Discount: -\$4,290.00
TOTAL: \$81,528.00

Poligon Includes:

- Full Submittal Package
- Warranty
- Freight
- Installation
- Engineered Piers

Base Bid Excludes (unless otherwise noted):

- Sales Tax
- Construction Management Software Required for a Specific Project
- Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment
- Demolition of Existing Structure
- Excavation and Removal of Soil
- Haul off or On-Site Disposal of Remaining Dirt
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of Private Electric, Water, Sewer, Internet, or any other Utility Lines that are Not Detectible by Commercial Line Location.
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- Permitting and Inspections
- Soil Testing (If Required)
- Third Party Inspections
- Dumpster
- Latrine on Site

Whirlix Design Inc.
1916 K Ave
Plano TX 75074



- Geotechnical Report
- Wet Stamped Engineering Drawings

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit. Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division. Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

Prepared by David Rushing • Whirlix Design Inc • drusing@whirlix.com • 469-367-6120

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ **Signature:** _____

Whirlix Design Inc.
1916 K Ave
Plano TX 75074



**City of Mansfield
Staff Report**

Item ID: 25-814

Agenda Date: June 19, 2025

Title

Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Shade Structures, Inc. in an Amount Not to Exceed \$360,629.20 for Installation of Shade Structures at Four Neighborhood Parks; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (Park Development Fees)

Description/History

The current Parks, Recreation, Open Space and Trails Master Plan was adopted in October 2020 following two years of public engagement that resulted in a priority list for future projects across the parks and recreation system. The plan identified four focus areas for the next decade, including playgrounds, trails, athletics, and recreation and aquatics.

Among the resident survey results, adding shade and comfort upgrades to new and existing playgrounds was the second highest priority among citywide projects, following completion of the Walnut Creek Linear Trail system. The “lack of shade” was listed as one of the greatest weaknesses of the Mansfield parks system. Shade structures over our playgrounds will increase playability and comfort for our residents, but also extend the life of the play equipment by reducing damage from the sun.

Following the master plan priorities, staff solicited proposals for shade structures at four neighborhood parks from several vendors. Shade Structures, Inc. (USA Shade) submitted BuyBoard proposals to the city totalling \$360,629.20 for the proposed scope of work at Harold Bell Park, Birdsong Park, Gertie Barrett Park and Lucretia & Gary Mills Park. Funding for these improvements is available in the park development fee accounts for the various quadrants. Staff believes that this is the most efficient use of funding and recommends awarding the construction contract to Shade Structures, Inc. The individual proposals for these four parks are attached for review.

Strategic Initiative

Building Strong Neighborhoods
Provide a Safe Community

Recommendation

Approve Resolution

Funding Source

Park Development Fees

Prepared By

Billy Couch -

RESOLUTION NO. _____

A RESOLUTION OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, AWARDED A CONSTRUCTION CONTRACT TO SHADE STRUCTURES, INC. IN AN AMOUNT NOT TO EXCEED \$360,629.20 FOR INSTALLATION OF PLAYGROUND SHADE STRUCTURES AT FOUR NEIGHBORHOOD PARKS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (PARK DEVELOPMENT FEES)

WHEREAS, the Mansfield Park Facilities Development Corporation (“MPFDC”) is a Texas non-profit corporation operating as a Type B Economic Development Corporation under the Development Corporation Act, codified in Subtitle C1 of Title 12 of the Texas Local Government Code, Chapters 501 through 505 (the “Act”), the Texas Non-Profit Corporation Act, as amended, and other applicable laws; and

WHEREAS, the MPFDC promotes economic development within the City of Mansfield (the “City”) to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act; and

WHEREAS, the 2020 Master Plan identified the need to install shade structures at all new and existing playgrounds as a high priority; and

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that playground shade structures be installed at Harold Bell Park, Birdsong Park, Gertie Barrett Park and Lucretia & Gary Mills Park; and

WHEREAS, City staff has reviewed and considered BuyBoard proposals from Shade Structures, Inc. for installation of said playground shade structures and recommends approval of a construction contract for said services; and

WHEREAS, funding for this project is available in the Park Development Fee Fund; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the MPFDC deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

That a construction contract with Shade Structures, Inc. in an amount not to exceed Three Hundred Sixty Thousand, Six Hundred Twenty-Nine and 20/100 dollars (\$360,629.20) for installation of playground shade structures at Harold Bell Park, Birdsong Park, Gertie Barrett Park and Lucretia & Gary Mills Park is hereby approved.

SECTION 2.

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

SECTION 3.

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 4.

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

**PASSED AND APPROVED BY THE MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION THIS 19TH DAY OF JUNE 2025.**

Scot Bowman, President

ATTEST:

Sarah Speer, Administrative Assistant II



Harold Bell Park – Buyboard #679-22

Shade Structure Proposal – 5.14.25

Pricing Valid for 15 Days

Project Information:				Sales Information:	
Purchaser:	City of Mansfield	Contact:	Couch, Billy	Sales Rep:	Staib, Halle
Project Name:	Harold Bell Park	Phone:		Phone:	(832) 405-0888
Quote No:	TX0425HS21736-R0	Email:	billy.couch@mansfieldtexas.gov	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of Mansfield	Name:	Harold Bell Park	Name:	Harold Bell Park
Address:	1200 E Broad St.	Address:	1703 Matlock Rd.	Address:	1703 Matlock Rd.
City:	Mansfield	City:	Mansfield	City:	Mansfield
State:	TX	State:	TX	State:	TX
Zip Code:	76063	Zip Code:	76063	Zip Code:	76063
Contact:	Couch, Billy	Contact:	Couch, Billy	Contact:	Couch, Billy
Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov
Phone:		Phone:		Phone:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

ARIZONA:

2415 S. 18th Place
Phoenix, AZ 85024

LAS VEGAS:

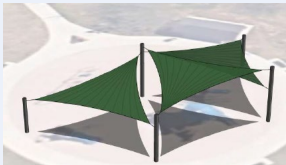
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Las Vegas, NV 89102

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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
Joined 3-Point Sails		Model Number	Dimensions	Entry Height		
QTY	IMAGE	Custom	1,452.5 sqft	12', 16' & 20'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2018	105	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included				
TOTAL PRICE		\$83,208.37				
SCOPE OF WORK/NOTES						
<u>MOBILIZATION</u>- All projects are single mobilization unless otherwise stated. <u>NOTATIONS</u>- Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement. <u>DIGGING CONDITIONS</u>-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge. <u>NONDISCLOSED UTILITIES</u>- We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event, that an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation. <u>PERMITS</u>- Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued. Please see below for additional inclusions/exclusions.						



Birdsong Park – Buyboard #679-22

Shade Structure Proposal – 5.14.25

Pricing Valid for 15 Days

Project Information:				Sales Information:	
Purchaser:	City of Mansfield	Contact:	Couch, Billy	Sales Rep:	Staib, Halle
Project Name:	Birdsong Park	Phone:		Phone:	(832) 405-0888
Quote No:	TX0125HS19016-R0	Email:	billy.couch@mansfieldtexas.gov	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of Mansfield	Name:	Birdsong Park	Name:	Birdsong Park
Address:	1200 E Broad St.	Address:	2200 Phoebe Ct	Address:	2200 Phoebe Ct
City:	Mansfield	City:	Mansfield	City:	Mansfield
State:	TX	State:	TX	State:	TX
Zip Code:	76063	Zip Code:	76063	Zip Code:	76063
Contact:	Couch, Billy	Contact:	Couch, Billy	Contact:	Couch, Billy
Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov
Phone:		Phone:		Phone:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

ARIZONA:

2415 S. 18th Place
Phoenix, AZ 85024

LAS VEGAS:

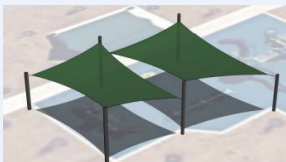
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Las Vegas, NV 89102

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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
Joined 4-Point Sails		Model Number	Dimensions	Entry Height		
QTY	IMAGE	Custom	Varies	14' & 20'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2018	105	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included				
TOTAL PRICE		\$102,198.04				
SCOPE OF WORK/NOTES						
<u>MOBILIZATION</u>- All projects are single mobilization unless otherwise stated. <u>NOTATIONS</u>- Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement. <u>DIGGING CONDITIONS</u>-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge. <u>NONDISCLOSED UTILITIES</u>- We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event, that an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation. <u>PERMITS</u>- Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued. Please see below for additional inclusions/exclusions.						
INCLUSIONS / EXCLUSIONS						



Gertie Barrett Park – Buy Board #679-22

Shade Structure Proposal – 6.4.25

Pricing Valid for 15 Days

Project Information:				Sales Information:	
Purchaser:	City of Mansfield	Contact:	Couch, Billy	Sales Rep:	Staib, Halle
Project Name:	Gertie Barrett Park	Phone:	(817) 734-9982	Phone:	(832) 405-0888
Quote No:	TX0525HS22472-R0	Email:	billy.couch@mansfieldtexas.gov	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of Mansfield	Name:	Gertie Barrett Park	Name:	Gertie Barrett Park
Address:	1200 E Broad St.	Address:	2121 Gertie Barrett Rd.	Address:	2121 Gertie Barrett Rd.
City:	Mansfield	City:	Mansfield	City:	Mansfield
State:	TX	State:	TX	State:	TX
Zip Code:	76063	Zip Code:	76063	Zip Code:	76063
Contact:	Couch, Billy	Contact:	Couch, Billy	Contact:	Couch, Billy
Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov	Email:	billy.couch@mansfieldtexas.gov
Phone:	(817) 734-9982	Phone:	(817) 734-9982	Phone:	(817) 734-9982

CORPORATE ADDRESS:

*2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261*

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

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*1085 N. Main Street, Suite C
Orange, CA 92867*

ARIZONA:

*2415 S. 18th Place
Phoenix, AZ 85024*

LAS VEGAS:

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AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
5-Point Sail		Model Number	Dimensions	Entry Height		
QTY	IMAGE	5-Point Sail	33' x 26' x 26' x 35' x 28'	14', 16', & 18'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2018	105	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included				
TOTAL PRICE		\$73,074.06				
SCOPE OF WORK/NOTES						
<u>MOBILIZATION</u>- All projects are single mobilization unless otherwise stated. <u>NOTATIONS</u>- Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement. <u>DIGGING CONDITIONS</u>-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge. <u>NONDISCLOSED UTILITIES</u>- We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event, that an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation. <u>PERMITS</u>- Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued. Please see below for additional inclusions/exclusions.						



Lucretia & Gary Mills Park – Buy Board #679-22

Shade Structure Proposal – 6.4.25

Pricing Valid for 15 Days

Project Information:				Sales Information:	
Purchaser:	City of Mansfield	Contact:	Couch, Billy	Sales Rep:	Staib, Halle
Project Name:	Lucretia & Gary Mills Park	Phone:	(817) 734-9982	Phone:	(832) 405-0888
Quote No:	TX0525HS22484-R0	Email:	billy.couch@mansfieldtx.as.gov	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of Mansfield	Name:	Lucretia & Gary Mills Park	Name:	Lucretia & Gary Mills Park
Address:	1200 E Broad St.	Address:	5112 Crestwater Dr.	Address:	5112 Crestwater Dr.
City:	Mansfield	City:	Mansfield	City:	Mansfield
State:	TX	State:	TX	State:	TX
Zip Code:	76063	Zip Code:	76063	Zip Code:	76063
Contact:	Couch, Billy	Contact:	Couch, Billy	Contact:	Couch, Billy
Email:	billy.couch@mansfieldtx.as.gov	Email:	billy.couch@mansfieldtx.as.gov	Email:	billy.couch@mansfieldtx.as.gov
Phone:	(817) 734-9982	Phone:	(817) 734-9982	Phone:	(817) 734-9982

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

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AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
Hexagon Multi-Panel		Model Number	Dimensions	Entry Height		
QTY	IMAGE	605.1	42'	16'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
DESCRIPTION		DETAILS				
Hexagon Multi-Panel		Model Number	Dimensions	Entry Height		
QTY	IMAGE	605.1	31'	12'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	TBD	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2018	105	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included				
TOTAL PRICE		\$102,148.73				
SCOPE OF WORK/NOTES						
<u>MOBILIZATION</u> - All projects are single mobilization unless otherwise stated.						
<u>NOTATIONS</u> - Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.						
<u>DIGGING CONDITIONS</u> -Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. There may be an additional charge.						



NONDISCLOSED UTILITIES- We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event, that an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.

PERMITS- Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing
Excluded	DSA Submittal & Fees	Excluded	Water and Electrical
Included	Design and Engineering of Structure	Excluded	Landscape Repair
Included	Design and Engineering of Foundation	Excluded	Demolition (Existing Structures)
Excluded	Reactions and Loads for attachment to Walls, Rooftops, or Other	Excluded	Payment and Performance Bonds
Excluded	Foundation Location and Elevation Survey	Excluded	Special Inspection Fees

Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.



- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which



is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).

- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are



specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.

- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:
1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
 2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
 3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
 4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
 5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don’t hesitate to contact us via phone, email, or our website’s contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** “Concealed conditions” include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional



Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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 Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.



- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.
- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:



- the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) Installation/Assembly on-site: Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) Site/Use Review by Purchaser: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) Preparatory Work: Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.



- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

PURCHASER:

NOTE: All purchase orders and contracts should be drafted in the name of

Signature: _____

Shade Structures, Inc.





City of Mansfield Staff Report

Item ID: 25-815

Agenda Date: June 19, 2025

Title

Resolution – A Resolution of the Mansfield Park Facilities Development Corporation of the City of Mansfield, Texas, Awarding a Construction Contract to Tri-Tex Grass in an Amount Not to Exceed \$135,628.45 for Installation of Irrigation and Turf at 320 Smith Street as Part of the Rose Park Re-Development Plan; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date. (MPFDC Fund)

Description/History

Katherine Rose Memorial Park, a former pecan orchard named after the wife of the previous land owner, is a 31.29-acre park located at the intersection of Walnut Creek Drive and Smith Street. Hardy Allmon Soccer Complex is a 9.43-acre sports facility opened in 1984, and is located across Walnut Creek Drive from Rose Park. This park includes two soccer fields, two parking areas, and serves as a trail head for Walnut Creek Linear Trail (WCLT), which connects the two parks, via a crossing under Walnut Creek Drive Bridge. In 2019, the City purchased the 10.39-acre tract at the end of Smith Street for water line easements and floodway preservation.

The master plan for these parks was created and produced by Parkhill, Inc. in 2023. It outlines the future development of these parks, addressing needed infrastructure and recreational amenities within the combined 51 acres of parkland. Parkhill performed a site opportunities evaluation, facilitated community input, and prepared the phased, master development plan.

Phase 1A of the project included construction of a new park entry, roadway and parking lot and was completed in the summer of 2024. Phase 1B is currently under construction and will provide a new inclusive playground, pavilion and restroom facilities, along with realigned pedestrian and vehicular access points and parking areas, while maintaining the essence of the original park setting.

Phase 2 improvements on the Hardy Allmon side of Walnut Creek Drive will include basketball, sand volleyball, tennis and pickleball courts, as well as restrooms and pavilions on the south side of Magnolia Street. On the north side, the improvements will include a fitness plaza, 40-yard straight track, looped walking trail, restrooms and pavilions. In order to make these improvements, the displaced soccer fields at Hardy Allmon will be relocated to the 10-acre Smith Street property.

In February 2025, an Interlocal Agreement and Cooperative Purchasing Agreement with Tarrant County was approved as the next step in the redevelopment/renovation of the parks. Tarrant County is nearing completion of their grading and parking lot scope of work. Staff solicited quotes from vendors to install an irrigation system and turfgrass sod for the new practice soccer fields. Tri-Tex Grass submitted a BuyBoard proposal to the city in the amount of \$135,628.45 for the proposed scope of work. Staff believes that this is the most efficient use of funding and recommends awarding the construction contract to Tr-Tex Grass.

Strategic Initiative

Building Strong Neighborhoods
Provide a Safe Community

Recommendation

Approve Resolution

Funding Source

MPFDC Fund

Prepared By

Toby Fojtik -

RESOLUTION NO. _____

A RESOLUTION OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, AWARDED A CONSTRUCTION CONTRACT TO TRI-TEX GRASS IN AN AMOUNT NOT TO EXCEED \$135,628.45 FOR INSTALLATION OF IRRIGATION AND TURF AT 320 SMITH STREET AS PART OF THE ROSE PARK RE-DEVELOPMENT PLAN; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE. (MPFDC FUND)

WHEREAS, the Mansfield Park Facilities Development Corporation (“MPFDC”) is a Texas non-profit corporation operating as a Type B Economic Development Corporation under the Development Corporation Act, codified in Subtitle C1 of Title 12 of the Texas Local Government Code, Chapters 501 through 505 (the “Act”), the Texas Non-Profit Corporation Act, as amended, and other applicable laws; and

WHEREAS, the MPFDC promotes economic development within the City of Mansfield (the “City”) to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for and on behalf of the City by developing, implementing, providing, and financing projects under the Act; and

WHEREAS, as part of the re-development master plan for Katherine Rose Memorial Park, the practice soccer fields at Hardy Allmon Soccer Complex are being relocated to 320 Smith Street through an interlocal agreement with Tarrant County; and

WHEREAS, City staff has reviewed and considered a BuyBoard proposal from Tri-Tex Grass for installation of irrigation and turf at 320 Smith Street and recommends approval of a construction contract for said services; and

WHEREAS, funding for this project is available in the FY2024-2025 MPFDC Operating Budget; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the MPFDC deems the adoption of this resolution to be in the best interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

That a construction contract with Tri-Tex Grass in an amount not to exceed One Hundred Thirty-Five Thousand, Six Hundred Twenty-Eight and 45/100 dollars (\$135,628.45) for

installation of irrigation and turf at 320 Smith Street as part of the Rose Park re-development plan is hereby approved.

SECTION 2.

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

SECTION 3.

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 4.

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

**PASSED AND APPROVED BY THE MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION THIS 19TH DAY OF JUNE 2025.**

Scot Bowman, President

ATTEST:

Sarah Speer, Administrative Assistant II



June 6, 2025
Toby Fojtik, City of Mansfield
RE: Katherine Rose Memorial Park

Mike Pender

OFFICE
5901 E Hwy 377
Granbury, Texas 76049

PHONE
C: 817-243-9300
O: 817-579-0770

FAX
817-579-0703

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mike@tritexgrass.com

WEB
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Tri-Tex Grass is a Certified Buy Board Vendor (#4594) in three categories: Proposal No. 705-23 Field and Turf Irrigation Products, Landscaping Products and Specialty Conditioners/Soils; Proposal No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies; and Proposal No. 737-24 Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing.

Following is the bid you requested concerning the irrigation improvements, as well as delivery and installation of Certified TifTuf for your project in Mansfield. Please remember this is an all-inclusive bid. A change in quantity may constitute a change in price.

Katherine Rose Park Irrigation & Grassing (approx. 99,085 sq. ft.)

• Soccer Field Irrigation		\$ 40,500.00
• Irrigation at Parking Lot		15,500.00
• Irrigation at Greenbelt & Around Fields		17,400.00
• Irrigation Design		2,500.00
• TifTuf Sod	99,085@\$.40/sq. ft.	39,634.00
• Installation	99,085@\$.17/sq. ft.	16,844.45
• Delivery	13@\$250/load	<u>3,250.00</u>
	TOTAL	\$ 135,628.45

NOTES

1. Bid **DOES NOT** include sales tax, if applicable.
2. All heads and valves must be flagged prior to installation.
3. Pay arrangements must be made prior to harvest.

Respectfully,

Mike Pender