City Council - Regular Meeting
June 8, 2026 - 3:00 PM
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

2. WORK SESSION

FY '26-'27 Budget Updates

Discussion Regarding the June 8, 2026 Consent Agenda Items

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

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

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

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

iii. Seek Advice of City Attorney Regarding Contract Negotiations

iv. Seek Advice of City Attorney Regarding the State and Local Historical Marker Process

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

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

i. Land Acquisition for Future Development

C. Deliberation Regarding Prospective Gifts or Donations Pursuant to Section 551.073

i. Related to Geyer Commons and Historical Downtown

D. Personnel Matters Pursuant to Section 551.074

E. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the

Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

i. Economic Development Project #21-33

ii. Economic Development Project #22-04

iii. Economic Development Project #26-02

4. 6:00 P.M. OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. TEXAS PLEDGE

8. CITIZEN COMMENTS

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

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

9. COUNCIL COMMENTS

10. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

iii. Departmental Updates

Review of the Monthly Financial Report for the Period Ending April 30, 2026

Presenters: Darcy Lupton, Director of Financial Services

Attachments:

1. April FY26 Financial Report

11. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

12. CONSENT AGENDA

26-2305: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter Into an Interlocal Agreement with North Central Texas Council of Governments, for the Purpose of Providing Funding Through the United States Department of Homeland Security and the Federal Emergency Management Agency; Finding that the Meeting at Which this Resolution Is Passed is Open to the Public as Provided By Law; And Providing an Effective Date

Presenters: Troy Lestina, Deputy City Manager/Chief Financial Officer
Attachments:
1. Resolution
2. Exhibit A

26-2306: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of Flume Improvements for the Shannon Creek Subdivision to Alliance Construction and Concrete Services, LLC, for Construction, to Brittain and Crawford, LLC For Surveying, and to Raba Kistner, Inc, for Material Testing, for an Amount not to Exceed $97,196.56; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Drainage Utility Fund)

Presenters: Howard Redfearn, Assistant Director of Public Works - Environmental Services
Attachments:
1. Resolution
2. Project Map
3. Bid Tabulations

26-2307: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of BRINSAP Channel Repairs to Premier Site Services, LLC, for Construction, to Brittain and Crawford, LLC For Surveying, and to Raba Kistner, Inc, for Material Testing, for an Amount not to Exceed $293,137.19; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Drainage Utility Fund)

Presenters: Howard Redfearn, Assistant Director of Public Works - Environmental Services
Attachments:
1. Resolution
2. Project Map
3. Bid Tabulation

26-2331: Resolution – A Resolution of the City Council of the City of Mansfield, Texas Approving Amendment #3 of a Professional Services Contract Between the City of Mansfield, Texas and Parkhill, Inc. in an Amount Not to Exceed $84,300 for Landscape Architecture Services at the 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: Matt Young, Executive Director of Community Services
Attachments:
1. Resolution
2. Exhibit A

26-2308: Minutes - Approval of the May 26, 2026 Regular City Council Meeting Minutes

Presenters: Susana Marin, City Secretary
Attachments:
1. 5-26-26 Draft Minutes

13. PUBLIC HEARING AND FIRST READING

26-2235: Ordinance - Public Hearing and First Reading on an Ordinance Considering a Request by Winkelmann & Associates, Inc. for a Zoning Change from PD, Planned Development District to PD, Planned Development District for Commercial Uses, Being 18.604 Acres Located Within the B.F. Howard Survey, Johnson and Ellis County, Bounded by Barrington Way, S. US 287, Hadley Lane, and Approximately 150 Feet South of Ambrose Pkwy (ZC26-003)

Presenters: Clayton Comstock, Executive Director of Planning and Development
Attachments:
1. Ordinance
2. Maps and Supporting Information
3. Exhibit A - Legal Description
4. Exhibit B - Planned Development Standards

5. Exhibit C - Site Plan Exhibits
6. Previously Approved PD, ZC14-007

26-2237: Ordinance - Public Hearing and First Reading on an Ordinance Considering a Request by Bannister Engineering, LLC for a Zoning Change from I-1, Light Industrial District to PD, Planned Development District for Commercial Uses, Being 6.441 Acres Located Within the J Robertson Survey, Abstract 1317 Tarrant County, Located Approximately 160 ft South of Heritage Parkways and West of S. US 287 (ZC26-004)

Presenters: Clayton Comstock, Executive Director of Planning and Development
Attachments:

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

14. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 8, 2026 Regular City Council Meeting Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on June 2, 2026 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

S Marin

_____

Susana Marin, City Secretary

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





FINANCIAL REPORT

Ending April 30, 2026

City of Mansfield, Texas

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

MANSFIELD
TEXAS

mansfieldtexas.gov

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HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of April 30, 2026, or 58.33% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations.

Capital Highlights

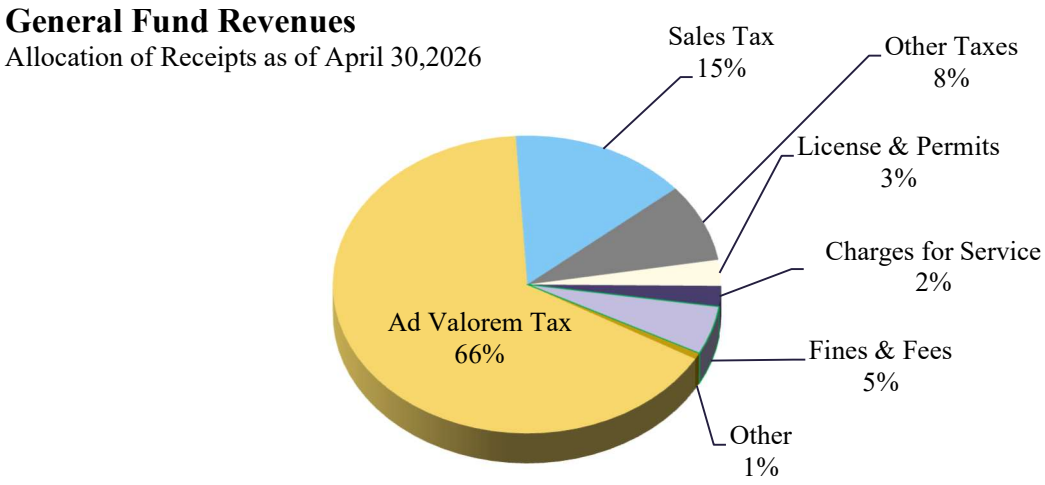
The following major projects are active with the table below displaying current year (CY) and life-to-date (LTD) expenditures.

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Service Center/ACO	$8.1 CY	$30.0 LTD
Equipment Replacement	$3.6 CY	-
City Hall	$16.7 CY	$30.0 LTD

GENERAL FUND FINANCIAL SUMMARY

Overall, the operating revenues exceeded operating expenses by $20,785,704 at the end of the reporting period. With operating revenues totaling $76,722,296 or 75.70% of budget and operating expenses totaling $55,936,592 or 54.44% of budget.

General Fund Charts (revenues & expenditures)

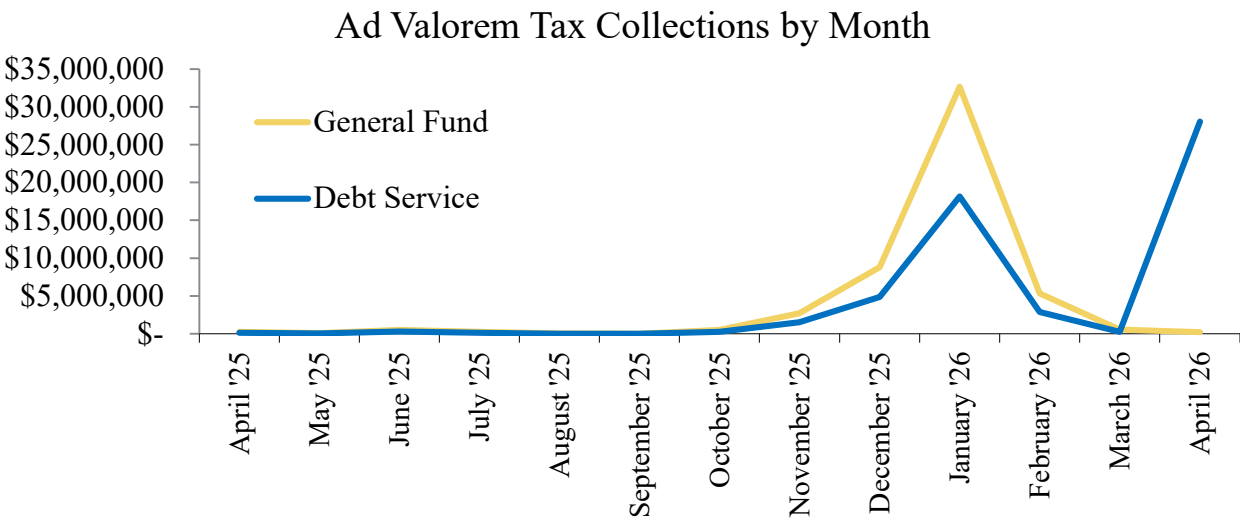


Major Revenues

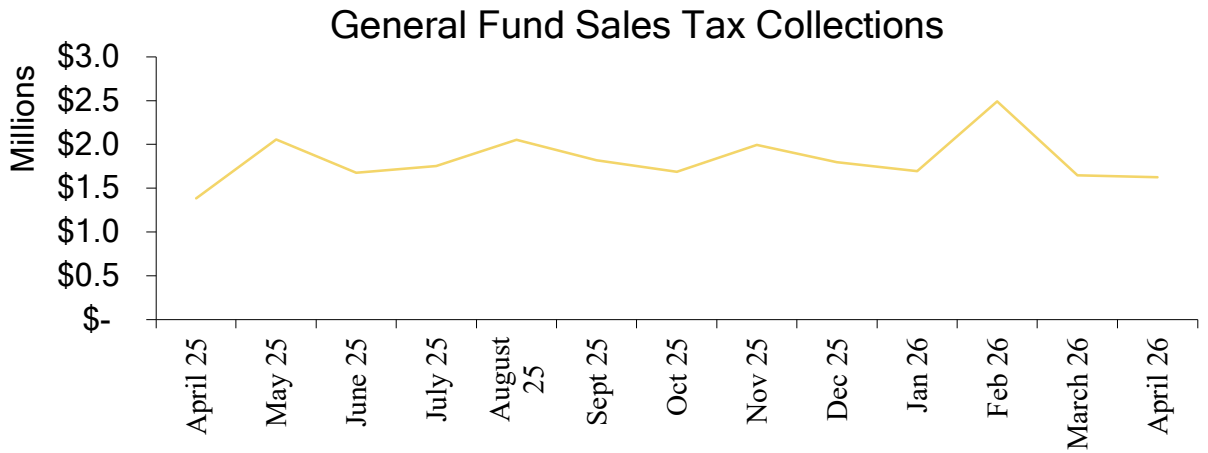
Property Tax Collections

Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (M&O) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The M&O portion of property tax collections as recorded in the General Fund through April 30, 2026, total $50,419,439. Last year's collections were $49,603,419 for the same period, an increase of 1.65% over the prior year.

The I&S portion as recorded in the Debt Service Fund collected through April 30, 2026, totaled $28,055,839. Property tax collections by month are depicted on the subsequent chart.

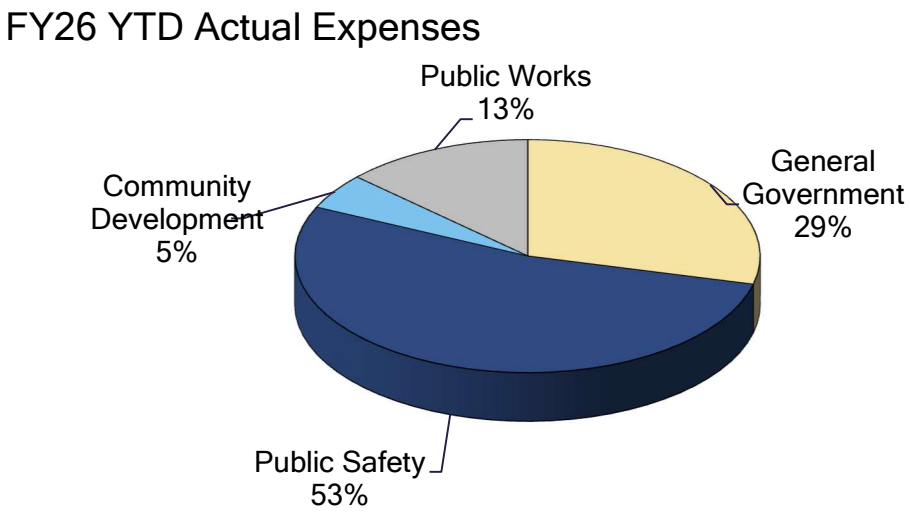


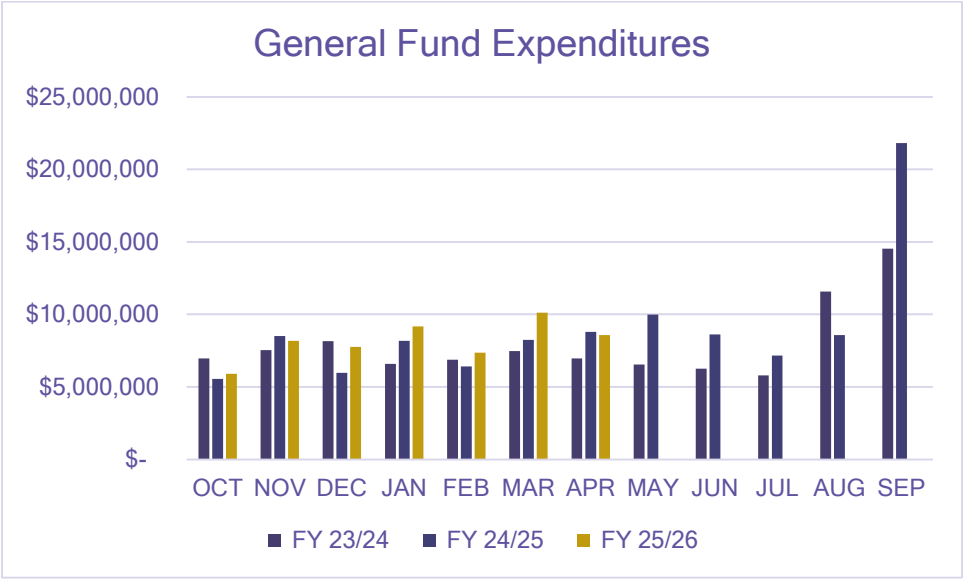
Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2¢ for every dollar of sales tax assessed. The General Fund receives 1¢ of sales taxes collected and the City's Type 4A and Type 4B corporations each receive ½ ¢ of collections. In April 2026, the General Fund portion of sales tax collected totaled $1,623,939 which is $207,444 or 14.64% more than the same period last year. On an annual basis, sales tax collections are up by 4.89% or $529,584 as compared to last year. For additional information on sales taxes, please see the full sales tax discussions and charts on page 15 of this report and in appendix A33-A36.



Expenditures

The chart below shows year-to-date expenditure by functions of the General Fund with public safety (police and fire activities) comprising 53% of all budgeted operational expenditures year to date. The total year-to-date operating expenditures of the fund are $55,936,592 or 54.44% of budgeted expenditures of $105,765,993. April 2026 expenditures were $8.6 million. We expect other months' expenditures to follow normal historical trends of $8-10 million.





ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund, which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by $9,169,570 at the end of the reporting period. With operating revenues totaling $31,287,687 or 55.26% of budget and operating expenses totaling $22,118,117 or 58.70% of budget. Non-operating activities such as interest revenue, debt expenses and interest expenses due to borrowing totaled $(1,890,137) resulting in a total change in net position of $7,279,433.

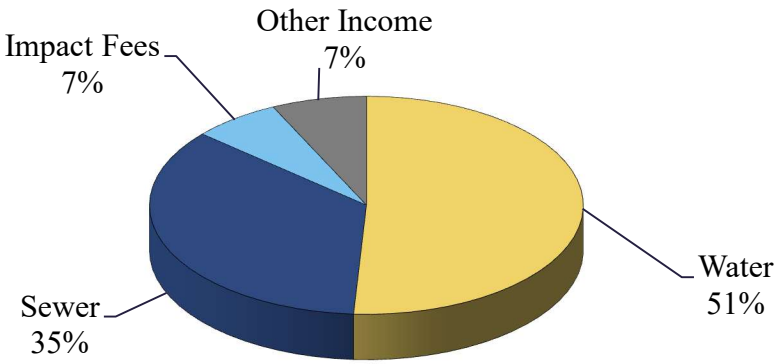
UTILITY FUND

Major Revenues

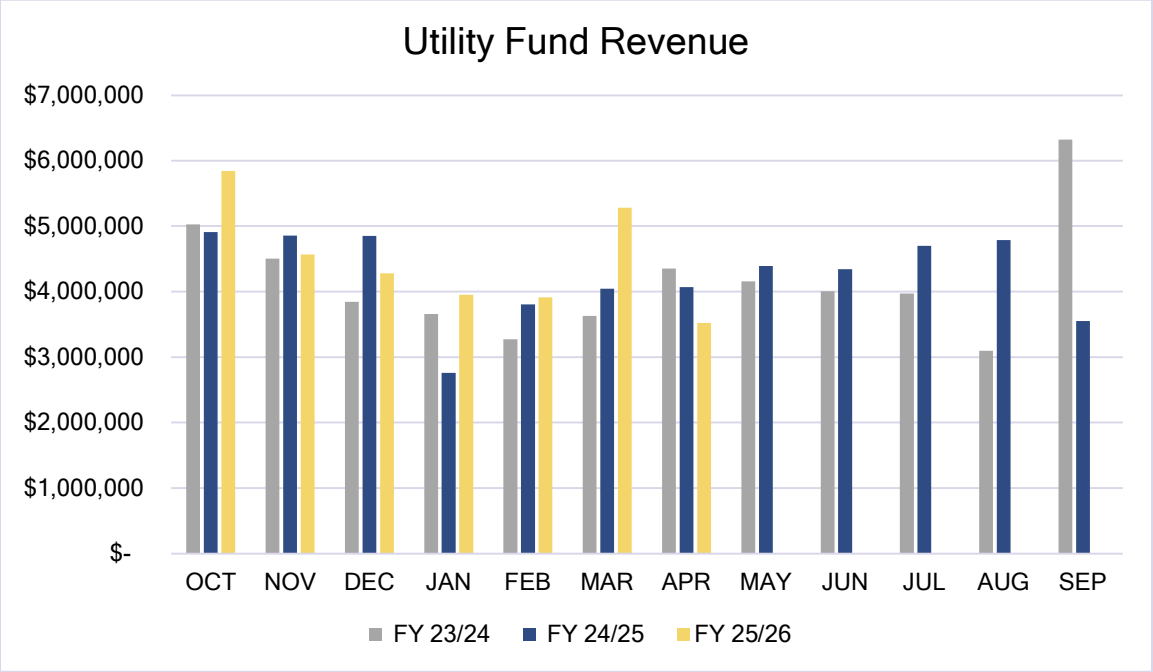
Water & Sewer Service Fees

Water and Sewer service fees year-to-date revenue are $28,056,875 or 53.05% of budget. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenue chart below.

Revenues

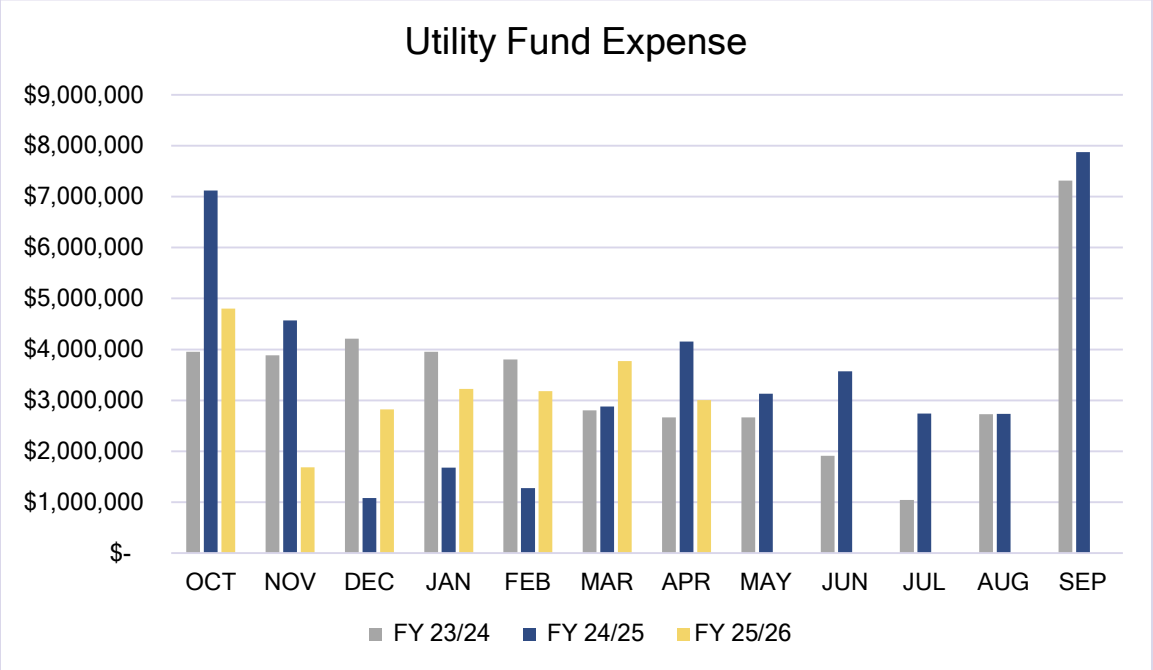


Utility Fund Charts



Expenses

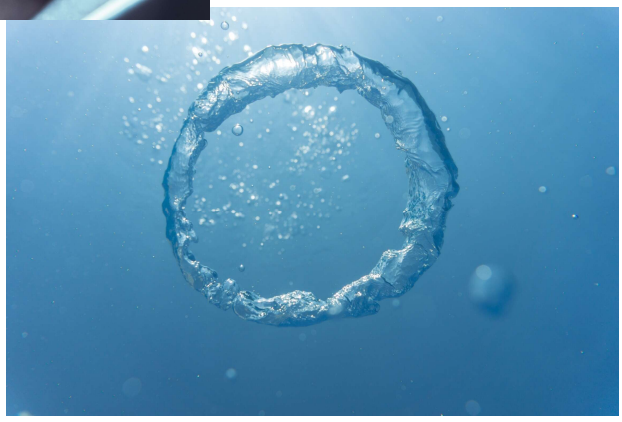
The chart below shows expenses of the Water & Sewer Fund by department.



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's storm water program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenue collected total $1,826,937 and the operational expenditures related to administration and general maintenance total $1,231,511 to date. The total change in net position is $679,654. The ending net position totals $17,135,014 at the end of the reporting period.





SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund is used to account for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total $6,349,780 which is 55.94% of budget and the operating expenditures to date total $4,017,151 which is 36.02% of budget. Revenues exceed expenditure by $2,332,629 which results in an increase in the fund balance. The ending fund balance totals $18,908,318 at the end of the period.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund which is used to account for the debt obligations because of developing sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total $1,649,588 which is 58.33% of budget, and the expenditures to date total $505,174 which is 17.94% of budget. Revenue exceeds expenditure by $1,144,414. The ending fund balance totals $1,691,095 at the end of the period.

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities in the city. Funding for the activities of the MEDC is supported by ½ cent sales tax. The year-to-date operating revenue collected total $6,241,605, which is 49.49% of the budgeted amount. Operating expenditure at the end of the reporting period totaled $48,966,746, which is 384.04% of the budgeted expenditure. Operating expenditure exceeds operating revenues by $42,725,141. The total net change including non-operating activities is a decrease of $44,055,492 at the end of April 2026.





Tax Increment Reinvestment Zones (TIRZs)

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

Fiscal Year 2026 YTD Summary	TIRZ #1	TIRZ #2	TIRZ #4	TOTAL ALL TIRZ
Revenues	6,909,544	1,401,180	85,037	8,395,761
Expenditures	6,308,903	2,500	1,368,050	7,679,453
Net Change From Operating: Gain (loss)	600,640	1,398,680	(1,283,013)	716,307
Other Financing Sources (Uses)	-	-	-	-
Fund Balance Beginning	4,813,369	(7,756,039)	(4,569,557)	(7,512,227)
Fund Balance Ending	5,414,009	(6,357,359)	(5,852,570)	(6,795,920)

HOTEL/MOTEL TAX FUND

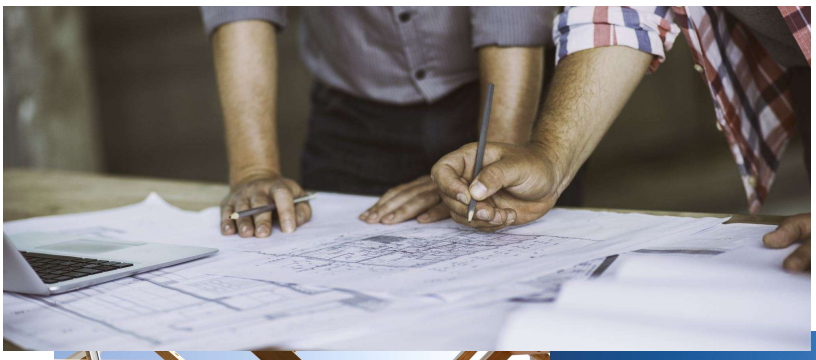
The Hotel/Motel fund is used to account for the occupancy taxes generated by the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total $596,005 which is 51.31% of budget and the expenditure collected to date total $306,259 which is 26.37% of budget. Revenues exceed expenditure by $289,746 which results in an increase in the fund balance. The ending fund balance totals $3,756,125 at the end of the reporting period.

Fiscal Year 2026 YTD Summary	Hotel/Motel Tax Fund	FY26 Budget	% Collected Budget
Revenues	596,005	1,161,500	51.31%
Expenditures	306,259	1,161,500	26.37%
Net Change from Operating: Gain (loss)	289,746		-
Fund Balance Beginning	3,466,379	-	-
Fund Balance Ending	3,756,125	-	-

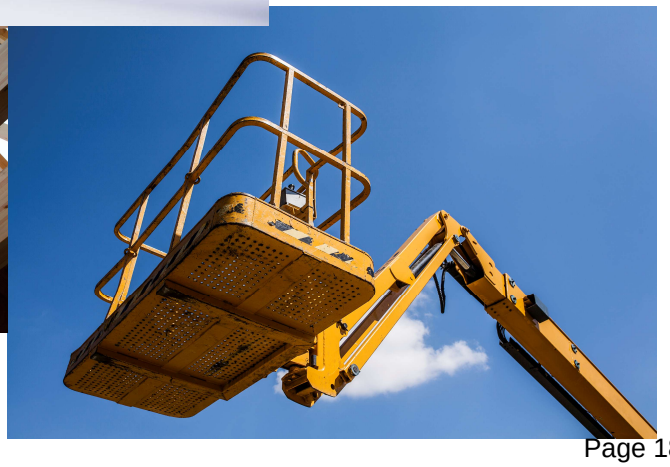
CAPITAL PROJECT FUNDS

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

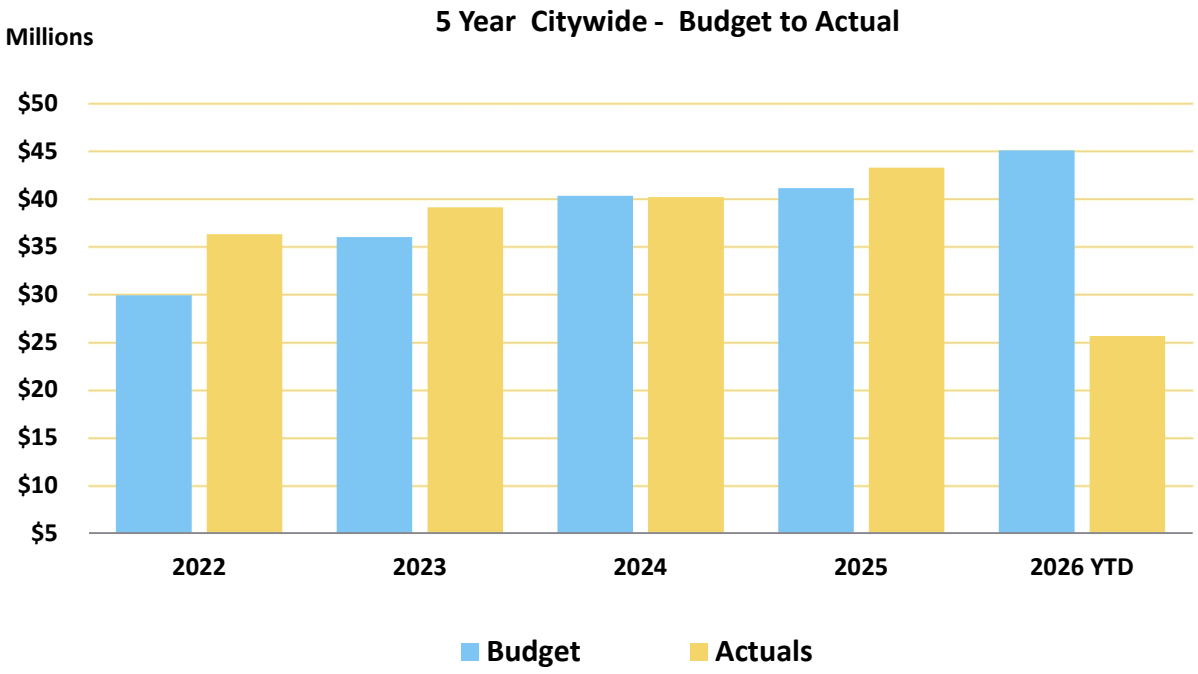
Fiscal Year 2026 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	5,811,365	1,996,080	119,744	2,463,114	**10,390,303**
Expenditures	23,565,880	30,908,114	3,591,930	2,302,938	**60,368,862**
Net Change from Operating: Gain (loss)	(17,754,515)	(28,912,034)	(3,472,185)	160,175	**(49,978,559)**
Other Financing Sources (Uses)	-	-	-	-	-
Fund Balance Beginning	65,035,293	100,850,030	5,967,649	3,574	**171,856,546**
Fund Balance Ending	**47,280,779**	**71,937,996**	**2,495,464**	**163,749**	121,877,987







GLOBAL SALES TAXES



City of Mansfield Sales Tax Fiscal Year 2026 as of April 2026 (Cash Basis)								
		0.01	0.005	0.005	Total 2¢	Collection Ratio and Budget		
Fiscal Year		General Fund	MEDC Fund	MPFDC Fund	Total	Y/Y % Chg.	Budget	% of Budget
2022		18,157,578	9,078,789	9,078,789	36,315,156	13.7%	29,903,214	121.44%
2023		19,574,658	9,787,329	9,787,329	39,149,316	7.8%	36,010,548	108.72%
2024		20,106,437	10,053,218	10,053,218	40,212,873	2.7%	40,330,288	99.71%
2025		21,647,006	10,823,503	10,823,503	43,294,012	7.7%	41,136,896	105.24%
2026 YTD		12,830,270	6,415,135	6,415,135	25,660,540	-40.7%	45,102,496	56.89%

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

INVESTMENTS

Monthly Investment Performance Summary: Month Ending April 30, 2026

Financial Market Outlook

The regional economy continues to expand; however economic growth has been slightly downgraded from growth to moderate by many economists. Factors such as high inflation, housing market corrections, interest rate increases and concerns over the federal funds rates. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts total $120.6 million and investments total $195.8 million.

Citywide Cash & Investment Performance Summary

	March 31, 2026		April 30, 2026		Month to Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar ($)	Percentage (%)
Consolidated Cash Accounts	**121,634,668**	**2.82%**	**120,597,665**	**2.82%**	**(1,037,003)**	**-0.85%**
Local Government Investment Pool	190,751,822	3.74%	181,288,134	3.73%	**(9,463,688)**	-4.96%
Money Market	14,469,039	3.54%	14,511,078	3.53%	**42,039**	0.29%
Total	**326,855,529**	**3.37%**	**316,396,876**	**3.36%**	**(10,458,653)**	**-1.84%**

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

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

Troy Lestina

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

Darcy Lupton

Darcy Lupton, Director of Financial Services, Investment Officer

APPENDIX (Unaudited Statements)

- General Fund Statement of Activities A17
- Utility Fund Statement of Activities A18
- Drainage Fund Statement of Activities A19
- MPFDC Fund Statement of Activities A20
- MPFDC Debt Fund Statement of Activities A21
- MEDC Statement of Activities A22
- Hotel Occupancy Tax Statement of Activities A23
- Detailed Investment Statements A24
- Detailed Sales Tax Statements A33

City of Mansfield, Texas

Summary Statement of Activities

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

General Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	$ 214,930	$ 522,504	$ 50,419,439	$ 49,603,419	$ 60,930,066	$ (10,510,627)	82.75%
Sales Tax	1,623,939	1,416,495	11,353,510	10,823,926	22,945,248	(11,591,738)	49.48%
Other Taxes	1,005,933	1,037,546	6,503,170	6,636,285	9,467,538	(2,964,368)	68.69%
License And Permits	287,871	276,883	2,161,504	2,071,454	2,894,691	(733,187)	74.67%
Grant Revenue	176,294	228,410	194,754	483,539	450,000	(255,246)	43.28%
Charges For Services	218,818	268,236	1,714,694	1,532,906	2,572,725	(858,031)	66.65%
Fines And Fees	751,978	671,395	4,044,863	3,873,974	1,753,000	2,291,863	230.74%
Interest Earnings	34	86,702	229,890	555,169	300,000	(70,110)	76.63%
Miscellaneous	8,080	6,395	100,472	87,181	35,000	65,472	287.06%
Total Revenues	4,287,877	4,514,566	76,722,296	75,667,853	101,348,268	(24,625,972)	75.70%
EXPENDITURES:							
General Government	2,474,639	3,328,406	16,742,671	16,558,865	31,174,321	14,431,650	53.71%
Public Safety	4,540,245	4,633,182	32,129,375	29,186,313	55,924,940	23,795,565	57.45%
Public Works	1,123,945	394,424	3,633,470	3,004,066	8,659,108	5,025,638	41.96%
Community Development	425,687	443,231	3,431,076	2,962,721	6,984,403	3,553,327	49.12%
Total Expenditures	8,564,516	8,799,243	55,936,592	51,711,965	102,742,772	46,806,180	54.44%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(4,276,639)	(4,284,677)	20,785,704	23,955,888	(1,394,504)		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(1,841,256)	(1,841,256)	0.00%
Sale of Capital Assets, net	-	800,219	1,995,219	815,001	20,000	(1,975,219)	9976.10%
Financing, net	-	-	-	4,010,343	-	-	0.00%
Sources	-	-	-	-	6,213,399	6,213,399	0.00%
(Uses)	-	(4,006,262)	(1,343,006)	(5,154,790)	(5,657,894)	(4,314,888)	23.74%
Total Other Financing Sources (Uses)	-	(3,206,043)	652,213	(329,446)	(1,265,751)	(1,917,964)	-51.53%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(4,276,639)	(7,490,720)	21,437,917	23,626,442	(2,660,255)		
FUND BALANCE							
BEGINNING	64,051,011	68,565,490	38,336,455	37,448,328			
ENDING	$ 59,774,372	$ 61,074,770	$ 59,774,372	$ 61,074,770			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Utility Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	$ 1,718,286	$ 2,022,556	$ 16,556,483	$ 15,767,016	$ 32,161,378	$ (15,604,895)	51.48%
Sewer Service	1,118,598	1,404,963	11,500,392	10,238,325	20,722,883	(9,222,491)	55.50%
Water Penalties	72,618	79,811	410,932	79,811	500,000	(89,068)	82.19%
Water/Sewer Taps	-	-	-	-	15,491	(15,491)	0.00%
Meter Set Fee	-	-	-	-	262,850	(262,850)	0.00%
Utility Miscellaneous	800	320	5,974	17,079	60,000	(54,026)	9.96%
Restore Service Fee	8,092	3,345	68,007	10,145	90,000	(21,993)	75.56%
Utility Inspection	4,620	7,780	36,600	46,620	60,000	(23,400)	61.00%
Water Impact Fees	136,500	280,600	1,228,700	1,746,600	1,500,000	(271,300)	81.91%
Sewer Impact Fees	114,000	223,550	909,300	1,199,109	1,000,000	(90,700)	90.93%
Pretreatment Fees	-	-	98,523	45,998	80,000	18,523	123.15%
Other Income	345,789	76,819	472,776	176,958	168,122	304,654	281.21%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	$ 3,519,303	$ 4,099,744	$ 31,287,687	$ 29,327,661	$ 56,620,724	$ (25,333,037)	55.26%
OPERATING EXPENSES:							
Administration	122,032	110,704	921,217	862,366	2,241,243	1,320,026	41.10%
Billing And Collection	96,449	80,230	839,765	611,004	1,406,716	566,951	59.70%
Meter Reading/Repairs	233,392	64,490	1,129,648	570,165	1,882,380	752,732	60.01%
Water Distribution	166,401	107,012	1,143,756	862,031	1,738,016	594,260	65.81%
Wastewater Collection	1,070,708	968,408	8,274,584	7,988,184	13,651,453	5,376,869	60.61%
Water Treatment	1,245,082	1,056,512	9,308,323	7,431,673	15,800,426	6,492,103	58.91%
Water Quality	55,895	44,774	408,267	326,813	789,325	381,058	51.72%
Water Demand Management	11,790	19,233	92,557	87,439	169,090	76,533	54.74%
Depreciation	-	600,548	-	4,213,651	-	-	0.00%
Total Operating Expenses	3,001,749	3,051,911	22,118,117	22,953,326	37,678,649	15,560,532	58.70%
OPERATING INCOME (LOSS)	517,554	1,047,833	9,169,570	6,374,335	18,942,075	(9,772,505)	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(66,113)	(691,173)	(1,427,232)	(4,887,167)	(768,701)	2,785,909	185.67%
Interest Revenue	-	327,529	1,211,262	2,419,210	125,000	1,086,262	969.01%
Debt Service	(239,167)	(354,583)	(1,674,167)	(2,482,080)	(7,310,000)	5,635,833	22.90%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	(305,280)	(718,227)	(1,890,137)	(4,950,037)	(8,001,701)	9,556,004	23.62%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	212,274	329,606	7,279,433	1,424,298	10,940,374	(216,501)	66.54%
OPERATING TRANSFERS:							
Transfers In (Out)	-	(177)	(378,476)	(330,640)	(5,172,246)	4,793,770	7.32%
Net Operating Transfers	-	(177)	(378,476)	(330,640)	(5,172,246)	4,793,770	7.32%
CHANGE IN NET POSITION	212,274	329,429	6,900,957	1,093,658	5,768,128		
NET POSITION, BEGINNING	285,307,177	268,328,358	278,618,494	267,564,129			
NET POSITON, ENDING	$ 285,519,451	$ 268,657,787	$ 285,519,451	$ 268,657,787			

City of Mansfield, Texas

Comparative Statement of Activities

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Drainage Utility Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Drainage Fee	$ 193,280	$ 245,419	$ 1,826,937	$ 1,775,715	$ 3,044,874	(1,217,937)	60%
Total Operating Revenues	193,280	245,419	1,826,937	1,775,715	3,044,874	(1,217,937)	
OPERATING EXPENSES:							
Administration & General Maintenance	142,173	110,793	1,231,511	902,912	2,881,759	1,650,248	43%
Depreciation	-	20,322	-	142,256	-	-	
Total Operating Expenses	142,173	131,115	1,231,511	1,045,168	2,881,759	1,650,248	43%
OPERATING INCOME (LOSS)	51,107	114,304	595,426	730,547	163,115	432,311	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	-	16,779	93,088	131,287	-	(93,088)	
Other Income	-	-	-	5,445	-	-	
Interest and fiscal charges	(1,093)	(1,613)	(8,860)	(12,498)	(163,115)	(154,255)	
Net Nonoperating Revenue	(1,093)	15,166	84,228	124,234	(163,115)	(247,343)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	50,014	129,470	679,654	854,781	0	184,968	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	-	-	-	-	-	-	
Net Operating Transfers	-	-	-	-	-	-	
CHANGE IN NET POSITION	50,014	129,470	679,654	854,781			
NET POSITION, BEGINNING	17,085,000	15,712,098	16,455,360	14,986,787			
NET POSITION, ENDING	$ 17,135,014	$ 15,841,568	$ 17,135,014	$ 15,841,568			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Mansfield Parks Facility Development Corporation	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	$ 562,950	$ 460,838	$ 3,945,117	$ 3,690,996	$ 8,475,775	$ (4,530,658)	46.55%
Contributions	1,978	208	31,818	15,364	11,500	20,318	276.68%
Interest Earnings	-	56,466	294,368	398,968	250,000	44,368	117.75%
Other Income	-	-	12,348	3,460	-	12,348	0.00%
MAC Revenue	64,679	65,773	434,815	428,828	954,300	(519,485)	45.56%
Lease Revenue and Royalties	58,665	65,521	905,464	722,226	1,660,000	(754,536)	54.55%
Park Land Dedication Revenue	35,200	44,700	725,850	1,155,850	-	725,850	0.00%
Total Revenues	723,472	693,506	6,349,780	6,415,692	11,351,575	(5,001,795)	55.94%
EXPENDITURES:							
Administration	126,884	154,575	980,903	1,008,533	1,898,619	917,716	51.66%
Field Operations	79,735	62,094	570,652	463,377	1,406,799	836,147	40.56%
Community Park Operations	90,610	81,294	562,154	549,593	1,212,832	650,678	46.35%
Nature Education Operations	14,866	17,721	103,734	95,021	223,685	119,951	46.38%
Recreational Center	68,985	80,627	571,221	547,283	1,265,529	694,308	45.14%
Neighborhood Park Operations	68,376	55,516	469,884	437,715	903,242	433,358	52.02%
Projects	17,929	15,492	167,942	293,795	792,800	624,858	21.18%
Non-Departmental	48,750	54,400	590,661	346,446	3,448,239	2,857,578	17.13%
Total Expenditures	516,135	521,719	4,017,151	3,741,763	11,151,745	7,134,594	36.02%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	207,337	171,787	2,332,629	2,673,929	199,830	2,132,799	1167.31%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	4,005,644	-	4,865,101	-	-	0.00%
Operating Transfers (Out)	-	-	(500,000)	(2,130,303)	-	-	0.00%
Cash Reserves	-	-	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premium on Bonds issued	-	-	-	-	-	-	0.00%
Discounts on Bond issued	-	-	-	-	-	-	0.00%
Total Other Financing Sources (Uses)	-	4,005,644	(500,000)	2,734,798	-	-	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	207,337	4,177,431	1,832,629	5,408,727			
FUND BALANCE, BEGINNING	18,700,981	11,884,816	17,075,689	10,653,520			
FUND BALANCE, ENDING	$ 18,908,318	$ 16,062,247	$ 18,908,318	$ 16,062,247			

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Taxes, Penalties, And Interest	$ 234,654	$ 233,409	$ 1,642,578	$ 1,633,868	$ 2,815,849	$ (1,173,271)	58.33%
Other Income	-	1,948	7,010	13,511	-	-	0.00%
Total Revenues	234,654	235,357	1,649,588	1,647,379	2,815,849	(1,173,271)	58.33%
EXPENDITURES:							
Debt Service							
Principal Retirement	-	-	-	-	1,810,000	1,810,000	0.00%
Interest And Fiscal Charges	-	-	505,174	535,358	1,005,849	500,675	50.22%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	-	-	505,174	535,358	2,815,849	2,310,675	17.94%
Excess Of Revenues Over (Under) Expenditures	234,654	235,357	1,144,414	1,112,021			
OTHER FINANCING SOURCES (USES):							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	1,456,441	1,394,861	546,681	518,197			
FUND BALANCE, ENDING	$ 1,691,095	$ 1,630,218	$ 1,691,095	$ 1,630,218			

City of Mansfield, Texas

Comparative Statement of Activities

For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Mansfield Economic Development Corporation	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTEI BUDGET
OPERATING REVENUES:							
Sales Tax Revenue	$ 797,604	$ 694,248	$ 5,587,696	$ 5,324,864	$ 11,291,624	$ (5,703,928)	49.49%
Miscellaneous	-	24,028	653,909	41,001	1,949,280	-	
Total Operating Revenues	797,604	718,276	6,241,605	5,365,865	13,240,904	(5,703,928)	49.49%
OPERATING EXPENDITURES:							
Administration	85,540	183,790	945,751	985,942	1,703,190	757,439	55.53%
Promotions	14,290	3,621	17,061	37,851	110,000	92,939	15.51%
Development Plan	86	391	2,844	623	63,000	60,156	4.51%
Projects	559,160	7,908,449	47,995,775	12,909,387	10,874,403	(37,121,372)	441.36%
Non-Departmental	759	759	5,315	5,313	-	(5,315)	
Total Operating Expenditures	659,835	8,097,010	48,966,746	13,939,116	12,750,593	(36,216,153)	384.04%
OPERATING INCOME	137,769	(7,378,734)	(42,725,141)	(8,573,251)	490,311	(41,920,081)	-8713.89%
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	-	318,374	864,611	1,399,404	250,000	614,611	345.84%
Reserve	-	-	-	-	-	-	
Bonds issued	-	-	-	79,094,999	-	-	
Interest & fiscal charges/Premiums on bonds issued	-	-	(2,125,614)	(356,867)	(1,676,541)	(449,073)	
	-	-				-	
Total Nonoperating Revenue	-	318,374	(1,261,003)	80,137,536	(1,426,541)	165,538	88.40%
INCOME BEFORE OPERATING TRANSFERS	137,769	(7,060,360)	(43,986,144)	71,564,285	(936,230)	(41,754,543)	4698.22%
OPERATING TRANSFERS:							
Operating Transfers In (Out)	-	(19)	(69,348)	(35,214)	936,230	(1,005,578)	-7.41%
CHANGE IN NET ASSETS	137,769	(7,060,379)	(44,055,492)	71,529,071			
NET ASSETS, BEGINNING	16,231,900	96,948,613	60,425,161	18,359,163			
NET ASSETS, PROJECTS	-	* -	-	* -			
NET ASSETS, ENDING	$ 16,369,669	$ 89,888,234	$ 16,369,669	$ 89,888,234			

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

City of Mansfield, Texas

Comparative Budget and Cash Analysis
For the Month and Seven Months Ended April 30, 2026 and 2025 (Unaudited)

Hotel/Motel Occupancy Tax Fund	FY26 MONTH TO DATE	FY25 MONTH TO DATE	FY26 YEAR TO DATE	FY25 YEAR TO DATE	FY26 ORIGINAL BUDGET	FY26 POSITIVE (NEGATIVE) BUDGET	FY26 PERCENT COLLECTED TO BUDGET
REVENUES:							
Hotel Occupancy Tax	$ 124,613	$ 108,861	$ 557,414	$ 503,520	$ 1,161,500	$ (604,086)	47.99%
Rental of Facilities	100	1,590	4,180	5,815	-	4,180	0.00%
Misc Revenue	-	-	900	12,115		900	0.00%
Interest Income	-	5,339	33,511	42,964	-	33,511	0.00%
Total Revenues	124,713	115,790	596,005	564,414	1,161,500	(565,495)	51.31%
EXPENDITURES:							
Mansfield Tourism	39,334	60,987	292,531	320,901	679,972	387,441	43.02%
Farr Best Theater	5	214	292	852	-	(292)	0.00%
Championship Basketball	-	-	-	-	-	-	0.00%
Projects	-	-	-	7,150		-	0.00%
Promotion	-	-	13,436	8,516	9,000	(4,436)	149.29%
Reserve	-	-	-	-	472,528	472,528	0.00%
Total Expenditures	39,339	61,201	306,259	337,419	1,161,500	855,241	26.37%
Revenues / (Expenditures)	85,374	54,589	289,746	226,995	-	289,746	
FUND BALANCE, BEGINNING	3,670,751	2,849,342	3,466,379	2,676,936			
FUND BALANCE, ENDING	$ 3,756,125	$ 2,903,931	$ 3,756,125	$ 2,903,931			

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 4/30/2026

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.775	3,250,332.48	3,250,332.48	3,250,332.48	3,250,332.48	N/A	1		1.66
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	4,547.34	4,547.34	4,547.34	4,547.34	N/A	1		0.00
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.780	2,675.40	2,675.40	2,675.40	2,675.40	N/A	1		0.00
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	4,935,461.62	4,935,461.62	4,935,461.62	4,935,461.62	N/A	1		2.52
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	195.85	195.85	195.85	195.85	N/A	1		0.00
Sub Total / Average 1001 - General Fund				**3.627**	**8,193,212.69**	**8,193,212.69**	**8,193,212.69**	**8,193,212.69**		**1**	**0.00**	**4.18**
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	31,492.64	31,492.64	31,492.64	31,492.64	N/A	1		0.02
Sub Total / Average 2003 - Tree Mitigation				**3.530**	**31,492.64**	**31,492.64**	**31,492.64**	**31,492.64**		**1**	**0.00**	**0.02**
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	3.638	698,424.23	698,424.23	698,424.23	698,424.23	N/A	1		0.36
Sub Total / Average 2006 - Hotel				**3.638**	**698,424.23**	**698,424.23**	**698,424.23**	**698,424.23**		**1**	**0.00**	**0.36**
2104 - ARPA												
CLASS LGIP	CLASS-SLFRF	Local Government Investment Pool	5/27/2021	3.775	473,911.30	473,911.30	473,911.30	473,911.30	N/A	1		0.24
Sub Total / Average 2104 - ARPA				**3.775**	**473,911.30**	**473,911.30**	**473,911.30**	**473,911.30**		**1**	**0.00**	**0.24**
2301 - Mansfield Parks 1/2 Sales Tax												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	1,155,886.32	1,155,886.32	1,155,886.32	1,155,886.32	N/A	1		0.59
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	569,951.23	569,951.23	569,951.23	569,951.23	N/A	1		0.29
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	2,924,384.70	2,924,384.70	2,924,384.70	2,924,384.70	N/A	1		1.49

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax				**3.659**	**4,650,222.25**	**4,650,222.25**	**4,650,222.25**	**4,650,222.25**		**1**	**0.00**	**2.37**
2302 - Mansfield Parks Land Dedication												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	718,398.83	718,398.83	718,398.83	718,398.83	N/A	1		0.37
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	1,273,545.70	1,273,545.70	1,273,545.70	1,273,545.70	N/A	1		0.65
Sub Total / Average 2302 - Mansfield Parks Land Dedication				**3.693**	**4,303,717.19**	**4,303,717.19**	**4,303,717.19**	**4,303,717.19**		**1**	**0.00**	**2.20**
3001 - Equipment Replacement												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.775	2,829,211.45	2,829,211.45	2,829,211.45	2,829,211.45	N/A	1		1.44
Sub Total / Average 3001 - Equipment Replacement				**3.775**	**2,829,211.45**	**2,829,211.45**	**2,829,211.45**	**2,829,211.45**		**1**	**0.00**	**1.44**
3201 - Street Construction												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	3,980,247.98	3,980,247.98	3,980,247.98	3,980,247.98	N/A	1		2.03
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	2,342,689.94	2,342,689.94	2,342,689.94	2,342,689.94	N/A	1		1.20
Sub Total / Average 3201 - Street Construction				**3.625**	**8,634,710.58**	**8,634,710.58**	**8,634,710.58**	**8,634,710.58**		**1**	**0.00**	**4.41**
3202 - Streets Construction												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.775	3,631,631.98	3,631,631.98	3,631,631.98	3,631,631.98	N/A	1		1.85
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.780	0.03	0.03	0.03	0.03	N/A	1		0.00
Sub Total / Average 3202 - Streets Construction				**3.775**	**3,631,632.01**	**3,631,632.01**	**3,631,632.01**	**3,631,632.01**		**1**	**0.00**	**1.85**
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	3.780	12,281,187.35	12,281,187.35	12,281,187.35	12,281,187.35	N/A	1		6.27
Sub Total / Average 3218 Issue 2022A - Streets				**3.780**	**12,281,187.35**	**12,281,187.35**	**12,281,187.35**	**12,281,187.35**		**1**	**0.00**	**6.27**
3301 - Public Art												
CLASS LGIP	CLASS-CO2025	Local Government	1/8/2025	3.775	1,522,393.80	1,522,393.80	1,522,393.80	1,522,393.80	N/A	1		0.78

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
		Investment Pool										
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	9/1/2024	3.780	369,651.51	369,651.51	369,651.51	369,651.51	N/A	1		0.19
Sub Total / Average 3301 - Public Art				**3.776**	**1,892,045.31**	**1,892,045.31**	**1,892,045.31**	**1,892,045.31**		**1**	**0.00**	**0.97**
3401 - Building Construction												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.775	71,433,741.16	71,433,741.16	71,433,741.16	71,433,741.16	N/A	1		36.48
Sub Total / Average 3401 - Building Construction				**3.775**	**71,433,741.16**	**71,433,741.16**	**71,433,741.16**	**71,433,741.16**		**1**	**0.00**	**36.48**
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.780	3,188,530.89	3,188,530.89	3,188,530.89	3,188,530.89	N/A	1		1.63
Sub Total / Average 3412 - ACO/Service Center				**3.780**	**3,188,530.89**	**3,188,530.89**	**3,188,530.89**	**3,188,530.89**		**1**	**0.00**	**1.63**
3608 - LINEAR PARK TRAIL												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18
CLASS LGIP	CLASS-GO2025	Local Government Investment Pool	1/8/2025	3.775	2,773,741.36	2,773,741.36	2,773,741.36	2,773,741.36	N/A	1		1.42
Sub Total / Average 3608 - LINEAR PARK TRAIL				**3.775**	**5,085,514.02**	**5,085,514.02**	**5,085,514.02**	**5,085,514.02**		**1**	**0.00**	**2.60**
3901 - TIF												
CLASS LGIP	CLASS-CO2025	Local Government Investment Pool	1/8/2025	3.775	28,854.78	28,854.78	28,854.78	28,854.78	N/A	1		0.01
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.780	959,699.02	959,699.02	959,699.02	959,699.02	N/A	1		0.49
LOGIC LGIP	LOGIC-CO2024	Local Government Investment Pool	1/10/2024	3.780	-167,817.64	-167,817.64	-167,817.64	-167,817.64	N/A	1		-0.09
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	2,120.04	2,120.04	2,120.04	2,120.04	N/A	1		0.00
Sub Total / Average 3901 - TIF				**3.779**	**822,856.20**	**822,856.20**	**822,856.20**	**822,856.20**		**1**	**0.00**	**0.42**
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	527,522.95	527,522.95	527,522.95	527,522.95	N/A	1		0.27
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	64,483.58	64,483.58	64,483.58	64,483.58	N/A	1		0.03
Sub Total / Average 4001 - Debt Services				**3.542**	**592,006.53**	**592,006.53**	**592,006.53**	**592,006.53**		**1**	**0.00**	**0.30**

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
4501 - Economic Development												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	6,935,318.10	6,935,318.10	6,935,318.10	6,935,318.10	N/A	1		3.54
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.780	4,782,035.50	4,782,035.50	4,782,035.50	4,782,035.50	N/A	1		2.44
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	180,190.22	180,190.22	180,190.22	180,190.22	N/A	1		0.09
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	997,482.86	997,482.86	997,482.86	997,482.86	N/A	1		0.51
Sub Total / Average 4501 - Economic Development				**3.763**	**12,895,026.68**	**12,895,026.68**	**12,895,026.68**	**12,895,026.68**		**1**	**0.00**	**6.59**
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	277,296.49	277,296.49	277,296.49	277,296.49	N/A	1		0.14
Sub Total / Average 4502 - MEDC I&S Fund				**3.638**	**277,296.49**	**277,296.49**	**277,296.49**	**277,296.49**		**1**	**0.00**	**0.14**
4507 - MEDC Construction Fund												
TEXSTAR LGIP	TEXSTAR-EDC25TE	Local Government Investment Pool	1/8/2025	3.638	7,122,375.25	7,122,375.25	7,122,375.25	7,122,375.25	N/A	1		3.64
TEXSTAR LGIP	TEXSTAR-EDC25TA	Local Government Investment Pool	1/8/2025	3.638	1,608,663.50	1,608,663.50	1,608,663.50	1,608,663.50	N/A	1		0.82
Sub Total / Average 4507 - MEDC Construction Fund				**3.638**	**8,731,038.75**	**8,731,038.75**	**8,731,038.75**	**8,731,038.75**		**1**	**0.00**	**4.46**
5101 - Drainage Utility Fund												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	1,193,972.31	1,193,972.31	1,193,972.31	1,193,972.31	N/A	1		0.61
Sub Total / Average 5101 - Drainage Utility Fund				**3.728**	**3,505,744.97**	**3,505,744.97**	**3,505,744.97**	**3,505,744.97**		**1**	**0.00**	**1.79**
5201 - Water & Sewer												
CLASS LGIP	CLASS-GENOP	Local Government Investment Pool	5/11/2023	3.775	2,921,799.16	2,921,799.16	2,921,799.16	2,921,799.16	N/A	1		1.49
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	3.780	5,977,544.29	5,977,544.29	5,977,544.29	5,977,544.29	N/A	1		3.05
Nations Funds MM	MF0008	Money Market	10/25/1999	3.530	5,126.05	5,126.05	5,126.05	5,126.05	N/A	1		0.00
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	3.638	4,058.56	4,058.56	4,058.56	4,058.56	N/A	1		0.00
Sub Total / Average 5201 - Water & Sewer				**3.778**	**8,908,528.06**	**8,908,528.06**	**8,908,528.06**	**8,908,528.06**		**1**	**0.00**	**4.55**

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
5211 - Revenue Bond Reserve												
Nations Funds MM	MF0008	Money Market	4/11/2012	3.530	3,562,686.31	3,562,686.31	3,562,686.31	3,562,686.31	N/A	1		1.82
Sub Total / Average 5211 - Revenue Bond Reserve				**3.530**	**3,562,686.31**	**3,562,686.31**	**3,562,686.31**	**3,562,686.31**		**1**	**0.00**	**1.82**
5224 - Utility WTP												
LOGIC LGIP	LOGIC-WS2024	Local Government Investment Pool	1/10/2024	3.780	29,176,474.37	29,176,474.37	29,176,474.37	29,176,474.37	N/A	1		14.90
Sub Total / Average 5224 - Utility WTP				**3.780**	**29,176,474.37**	**29,176,474.37**	**29,176,474.37**	**29,176,474.37**		**1**	**0.00**	**14.90**
Total / Average				**3.745**	**195,799,211.43**	**195,799,211.43**	**195,799,211.43**	**195,799,211.43**		**1**	**0.00**	**100**

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 4/30/2026

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
CLASS												
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	3,631,631.98	3,631,631.98	3,631,631.98	3,631,631.98	N/A	1		1.85	3202 - Streets Construction
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	2,829,211.45	2,829,211.45	2,829,211.45	2,829,211.45	N/A	1		1.44	3001 - Equipment Replacement
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	28,854.78	28,854.78	28,854.78	28,854.78	N/A	1		0.01	3901 - TIF
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	3,250,332.48	3,250,332.48	3,250,332.48	3,250,332.48	N/A	1		1.66	1001 - General Fund
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	1,522,393.80	1,522,393.80	1,522,393.80	1,522,393.80	N/A	1		0.78	3301 - Public Art
CLASS LGIP	CLASS-CO2025	1/8/2025	3.775	71,433,741.16	71,433,741.16	71,433,741.16	71,433,741.16	N/A	1		36.48	3401 - Building Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18	3608 - LINEAR PARK TRAIL
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	1,155,886.32	1,155,886.32	1,155,886.32	1,155,886.32	N/A	1		0.59	2301 - Mansfield Parks 1/2 Sales Tax
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18	2302 - Mansfield Parks Land Dedication
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18	5101 - Drainage Utility Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	6,935,318.10	6,935,318.10	6,935,318.10	6,935,318.10	N/A	1		3.54	4501 - Economic Development
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	4,547.34	4,547.34	4,547.34	4,547.34	N/A	1		0.00	1001 - General Fund
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	2,311,772.66	2,311,772.66	2,311,772.66	2,311,772.66	N/A	1		1.18	3201 - Street Construction
CLASS LGIP	CLASS-GENOP	5/11/2023	3.775	2,921,799.16	2,921,799.16	2,921,799.16	2,921,799.16	N/A	1		1.49	5201 - Water & Sewer
CLASS LGIP	CLASS-SLFRF	5/27/2021	3.775	473,911.30	473,911.30	473,911.30	473,911.30	N/A	1		0.24	2104 - ARPA
CLASS LGIP	CLASS-GO2025	1/8/2025	3.775	2,773,741.36	2,773,741.36	2,773,741.36	2,773,741.36	N/A	1		1.42	3608 - LINEAR PARK TRAIL
Sub Total / Average CLASS			**3.775**	**106,208,459.87**	**106,208,459.87**	**106,208,459.87**	**106,208,459.87**		**1**	**0.00**	**54.24**	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	3.780	5,977,544.29	5,977,544.29	5,977,544.29	5,977,544.29	N/A	1		3.05	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	3.780	2,675.40	2,675.40	2,675.40	2,675.40	N/A	1		0.00	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	3.780	4,782,035.50	4,782,035.50	4,782,035.50	4,782,035.50	N/A	1		2.44	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	3.780	959,699.02	959,699.02	959,699.02	959,699.02	N/A	1		0.49	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.780	0.03	0.03	0.03	0.03	N/A	1		0.00	3202 - Streets Construction

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.780	3,188,530.89	3,188,530.89	3,188,530.89	3,188,530.89	N/A	1		1.63	3412 - ACO/Service Center
LOGIC LGIP	LOGIC-CO2024	1/10/2024	3.780	-167,817.64	-167,817.64	-167,817.64	-167,817.64	N/A	1		-0.09	3901 - TIF
LOGIC LGIP	LOGIC-CO2024	9/1/2024	3.780	369,651.51	369,651.51	369,651.51	369,651.51	N/A	1		0.19	3301 - Public Art
LOGIC LGIP	LOGIC-WS2024	1/10/2024	3.780	29,176,474.37	29,176,474.37	29,176,474.37	29,176,474.37	N/A	1		14.90	5224 - Utility WTP
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	3.780	12,281,187.35	12,281,187.35	12,281,187.35	12,281,187.35	N/A	1		6.27	3218 Issue 2022A - Streets
Sub Total / Average LOGIC			**3.780**	**56,569,980.72**	**56,569,980.72**	**56,569,980.72**	**56,569,980.72**		**1**	**0.00**	**28.89**	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	3.530	31,492.64	31,492.64	31,492.64	31,492.64	N/A	1		0.02	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	3.530	180,190.22	180,190.22	180,190.22	180,190.22	N/A	1		0.09	4501 - Economic Development
Nations Funds MM	MF0008	10/25/1999	3.530	569,951.23	569,951.23	569,951.23	569,951.23	N/A	1		0.29	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	10/25/1999	3.530	527,522.95	527,522.95	527,522.95	527,522.95	N/A	1		0.27	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	3.530	718,398.83	718,398.83	718,398.83	718,398.83	N/A	1		0.37	2302 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	10/25/1999	3.530	3,980,247.98	3,980,247.98	3,980,247.98	3,980,247.98	N/A	1		2.03	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	3.530	5,126.05	5,126.05	5,126.05	5,126.05	N/A	1		0.00	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	3.530	4,935,461.62	4,935,461.62	4,935,461.62	4,935,461.62	N/A	1		2.52	1001 - General Fund
Nations Funds MM	MF0008	4/11/2012	3.530	3,562,686.31	3,562,686.31	3,562,686.31	3,562,686.31	N/A	1		1.82	5211 - Revenue Bond Reserve
Sub Total / Average Nations Funds			**3.530**	**14,511,077.83**	**14,511,077.83**	**14,511,077.83**	**14,511,077.83**		**1**	**0.00**	**7.41**	
TEXSTAR												
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.638	7,122,375.25	7,122,375.25	7,122,375.25	7,122,375.25	N/A	1		3.64	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.638	1,608,663.50	1,608,663.50	1,608,663.50	1,608,663.50	N/A	1		0.82	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	64,483.58	64,483.58	64,483.58	64,483.58	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,924,384.70	2,924,384.70	2,924,384.70	2,924,384.70	N/A	1		1.49	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,273,545.70	1,273,545.70	1,273,545.70	1,273,545.70	N/A	1		0.65	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,193,972.31	1,193,972.31	1,193,972.31	1,193,972.31	N/A	1		0.61	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,120.04	2,120.04	2,120.04	2,120.04	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.638	997,482.86	997,482.86	997,482.86	997,482.86	N/A	1		0.51	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.638	195.85	195.85	195.85	195.85	N/A	1		0.00	1001 - General Fund

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,342,689.94	2,342,689.94	2,342,689.94	2,342,689.94	N/A	1		1.20	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.638	277,296.49	277,296.49	277,296.49	277,296.49	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	4,058.56	4,058.56	4,058.56	4,058.56	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/30/2014	3.638	698,424.23	698,424.23	698,424.23	698,424.23	N/A	1		0.36	2006 - Hotel
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.638	7,122,375.25	7,122,375.25	7,122,375.25	7,122,375.25	N/A	1		3.64	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.638	1,608,663.50	1,608,663.50	1,608,663.50	1,608,663.50	N/A	1		0.82	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	64,483.58	64,483.58	64,483.58	64,483.58	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,924,384.70	2,924,384.70	2,924,384.70	2,924,384.70	N/A	1		1.49	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,273,545.70	1,273,545.70	1,273,545.70	1,273,545.70	N/A	1		0.65	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,193,972.31	1,193,972.31	1,193,972.31	1,193,972.31	N/A	1		0.61	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,120.04	2,120.04	2,120.04	2,120.04	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.638	997,482.86	997,482.86	997,482.86	997,482.86	N/A	1		0.51	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.638	195.85	195.85	195.85	195.85	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,342,689.94	2,342,689.94	2,342,689.94	2,342,689.94	N/A	1		1.20	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.638	277,296.49	277,296.49	277,296.49	277,296.49	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	4,058.56	4,058.56	4,058.56	4,058.56	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/30/2014	3.638	698,424.23	698,424.23	698,424.23	698,424.23	N/A	1		0.36	2006 - Hotel
Sub Total / Average TEXSTAR			**3.638**	**18,509,693.01**	**18,509,693.01**	**18,509,693.01**	**18,509,693.01**		**1**	**0.00**	**9.45**	
TexStar												
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.638	7,122,375.25	7,122,375.25	7,122,375.25	7,122,375.25	N/A	1		3.64	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.638	1,608,663.50	1,608,663.50	1,608,663.50	1,608,663.50	N/A	1		0.82	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	64,483.58	64,483.58	64,483.58	64,483.58	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,924,384.70	2,924,384.70	2,924,384.70	2,924,384.70	N/A	1		1.49	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,273,545.70	1,273,545.70	1,273,545.70	1,273,545.70	N/A	1		0.65	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,193,972.31	1,193,972.31	1,193,972.31	1,193,972.31	N/A	1		0.61	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,120.04	2,120.04	2,120.04	2,120.04	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.638	997,482.86	997,482.86	997,482.86	997,482.86	N/A	1		0.51	4501 - Economic Development

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
TexStar LGIP	TEXSTAR	11/2/2012	3.638	195.85	195.85	195.85	195.85	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,342,689.94	2,342,689.94	2,342,689.94	2,342,689.94	N/A	1		1.20	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.638	277,296.49	277,296.49	277,296.49	277,296.49	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	4,058.56	4,058.56	4,058.56	4,058.56	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/30/2014	3.638	698,424.23	698,424.23	698,424.23	698,424.23	N/A	1		0.36	2006 - Hotel
TEXSTAR LGIP	TEXSTAR-EDC25TE	1/8/2025	3.638	7,122,375.25	7,122,375.25	7,122,375.25	7,122,375.25	N/A	1		3.64	4507 - MEDC Construction Fund
TEXSTAR LGIP	TEXSTAR-EDC25TA	1/8/2025	3.638	1,608,663.50	1,608,663.50	1,608,663.50	1,608,663.50	N/A	1		0.82	4507 - MEDC Construction Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	64,483.58	64,483.58	64,483.58	64,483.58	N/A	1		0.03	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,924,384.70	2,924,384.70	2,924,384.70	2,924,384.70	N/A	1		1.49	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	3.638	1,273,545.70	1,273,545.70	1,273,545.70	1,273,545.70	N/A	1		0.65	2302 - Mansfield Parks Land Dedication
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TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,120.04	2,120.04	2,120.04	2,120.04	N/A	1		0.00	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	3.638	997,482.86	997,482.86	997,482.86	997,482.86	N/A	1		0.51	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	3.638	195.85	195.85	195.85	195.85	N/A	1		0.00	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	2,342,689.94	2,342,689.94	2,342,689.94	2,342,689.94	N/A	1		1.20	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	3.638	277,296.49	277,296.49	277,296.49	277,296.49	N/A	1		0.14	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	3.638	4,058.56	4,058.56	4,058.56	4,058.56	N/A	1		0.00	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/30/2014	3.638	698,424.23	698,424.23	698,424.23	698,424.23	N/A	1		0.36	2006 - Hotel
Sub Total / Average TexStar			**3.638**	**18,509,693.01**	**18,509,693.01**	**18,509,693.01**	**18,509,693.01**		**1**	**0.00**	**9.45**	
Total / Average			**3.745**	**195,799,211.43**	**195,799,211.43**	**195,799,211.43**	**195,799,211.43**		**1**	**0.00**	**100**	

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

CITYWIDE SALES TAX ($0.02)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 3,332,637	$ 3,373,427	$ 40,790	1.22%
November (PY)	$ 3,750,971	$ 3,986,637	$ 235,666	6.28%
December (PY)	$ 3,329,564	$ 3,592,943	$ 263,379	7.91%
January	$ 3,403,452	$ 3,386,035	$ (17,417)	-0.51%
February	$ 4,948,962	$ 4,908,132	$ (40,830)	-0.83%
March	$ 3,036,058	$ 3,232,622	$ 196,564	6.47%
April	$ 2,769,420	$ 3,180,744	$ 411,324	14.85%
May	$ 4,114,930			
June	$ 3,355,861			
July	$ 3,506,277			
August	$ 4,107,825			
September	$ 3,638,055			
Total	**$ 43,294,012**	**$ 25,660,540**	**$ 1,089,476**	**2.52%**

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

GENERAL FUND ($0.01)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 1,666,319	$ 1,686,713	$ 20,395	1.22%
November (PY)	$ 1,875,486	$ 1,993,319	$ 117,833	6.28%
December (PY)	$ 1,664,782	$ 1,796,471	$ 131,689	7.91%
January	$ 1,701,726	$ 1,693,018	$ (8,708)	-0.51%
February	$ 2,474,481	$ 2,454,066	$ (20,415)	-0.83%
March	$ 1,518,029	$ 1,616,311	$ 98,282	6.47%
April	$ 1,384,710	$ 1,590,372	$ 205,662	14.85%
May	$ 2,057,465			
June	$ 1,677,930			
July	$ 1,753,138			
August	$ 2,053,912			
September	$ 1,819,027			
Total	**$ 21,647,006**	**$ 12,830,270**	**$ 544,738**	**2.52%**

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

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND ($0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 833,159	$ 843,357	$ 10,197	1.22%
November (PY)	$ 937,743	$ 996,659	$ 58,917	6.28%
December (PY)	$ 832,391	$ 898,236	$ 65,845	7.91%
January	$ 850,863	$ 846,509	$ (4,354)	-0.51%
February	$ 1,237,241	$ 1,227,033	$ (10,207)	-0.83%
March	$ 759,015	$ 808,156	$ 49,141	6.47%
April	$ 692,355	$ 795,186	$ 102,831	14.85%
May	$ 1,028,733			
June	$ 838,965			
July	$ 876,569			
August	$ 1,026,956			
September	$ 909,514			
Total	**$ 10,823,503**	**$ 6,415,135**	**$ 272,369**	**2.52%**

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

MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION FUND ($0.005)

Collections by Calendar Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
October (PY)	$ 833,159	$ 843,357	$ 10,197	1.22%
November (PY)	$ 937,743	$ 996,659	$ 58,917	6.28%
December (PY)	$ 832,391	$ 898,236	$ 65,845	7.91%
January	$ 850,863	$ 846,509	$ (4,354)	-0.51%
February	$ 1,237,241	$ 1,227,033	$ (10,207)	-0.83%
March	$ 759,015	$ 808,156	$ 49,141	6.47%
April	$ 692,355	$ 795,186	$ 102,831	14.85%
May	$ 1,028,733			
June	$ 838,965			
July	$ 876,569			
August	$ 1,026,956			
September	$ 909,514			
Total	**$ 10,823,503**	**$ 6,415,135**	**$ 272,369**	**2.52%**

City of Mansfield
Staff Report

Item ID: 26-2305

Agenda Date: June 8, 2026

Title
26-2305: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter Into an Interlocal Agreement with North Central Texas Council of Governments, for the Purpose of Providing Funding Through the United States Department of Homeland Security and the Federal Emergency Management Agency; Finding that the Meeting at Which this Resolution Is Passed is Open to the Public as Provided By Law; And Providing an Effective Date

Description/History
Mansfield Stadium has been designated by FIFA as a FIFA World Cup 2026 Team Base Camp training site. The team base training site functions as the primary training and operational headquarters for participating teams throughout the tournament. The Mansfield Police Department will serve as a security resource for the Czechia National Team with increased personnel for security measures, intelligence and physical security enhancement equipment. North Central Texas Council of Governments serves the fiduciary and fiscal agent for the grant funds and issue subawards for the United States Department of Homeland Security and the Federal Emergency Management Agency. The City of Mansfield was awarded a subaward under the 2026 FIFA World Cup grant program.

Strategic Initiative
Provide a Safe Community

Recommendation
Staff recommends the approval of the Resolution.

Funding Source
General Fund, with the costs expended being reimbursed.

Prepared By
Troy Lestina, Deputy City Manager/Chief Financial Officer - (817) 276-4258

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, FOR THE PURPOSE OF PROVIDING FUNDING THROUGH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has awarded under the 2026 FIFA World Cup Grant Program (FWCGP) activities for the 2026 FIFA World Cup; and,

WHEREAS, under the grant program requirements, such funding is awarded to an eligible government entity that serves as the fiduciary and fiscal agency for grant funds, with the responsibility for financial administration, compliance and reporting; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG)in coordination with the North Texas FWC Organizing Committee (NTFWCOC), was named the fiduciary and fiscal agent for the FWCGP; and,

WHEREAS, on March 26, 2026, the Executive Board, authorized participation in a project awarded by the U.S, Department of Homeland Security, Federal Emergency Management Agency for NCTCOG to serve as the fiscal agent for grant funds and issue subawards; and,

WHEREAS, NCTCOG will serve as the fiscal agent and pass-through entity for the FWCGP, the NTFWCOC in collaboration with the FIFA Host City Task Force retains programmatic oversight and approval over eligible activities and the use of grant funds in accordance with FIFA and federal grant requirements; and,

WHEREAS, the City of Mansfield, a Governing Body in the NCTCOG Region, pursuant to the laws of the State of Texas, was awarded a subaward under the 2026 FIFA World Cup Grant Program; and,

WHEREAS North Central Texas Council of Governments and the City of Mansfield wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth terms and conditions; and,

WHEREAS participation in an interlocal agreement will be highly beneficial to the taxpayers of the City of Mansfield through the reimbursement of the actual eligible project

costs in an amount not to exceed $250,376.00.

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

SECTION 1.

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

SECTION 2.

The City of Mansfield does hereby agree to participate in an interlocal agreement for the purpose of providing reimbursement under the 2026 FIFA World Cup Grant Program in substantially the same form attached hereto as Exhibit "A" and is found to be in the best interest of the City of Mansfield and its citizens, and is hereby approved.

SECTION 3.

The City Council hereby authorizes the City Manager, or designee, to enter into an Interlocal Agreement for the purpose of providing funding through the 2026 FIFA World Cup Grant Program as provided in this agreement, and any other documents as may be necessary to carry out the intent of this Resolution.

SECTION 4.

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

SECTION 5.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 8TH DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FIFA WORLD CUP

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to the City of Mansfield (UEI # K2HHMKJL2G74)

FUNDING SOURCE: United States (U.S.) Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)

ASSISTANCE LISTING NAME & NUMBER: FIFA World Cup Grant Program (FWCGP), 97.160

FEDERAL AWARD PROJECT DESCRIPTION, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) & FEDERAL AWARD PERFORMANCE PERIOD: The purpose of the FIFA World Cup Grant Program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States.

- EMW-2026-WC-05000: August 1, 2025 - August 31, 2026

SUBAWARD AMOUNT: $233,888

SUBAWARD AGREEMENT PERIOD: August 30, 2025 through August 31, 2026

PARTIES:

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Contacts

Project Manager:
Marcie Bruner
Supervisor
(817) 608-2379
fifagrant@nctcog.org

PERFORMING PARTY
City of Mansfield
1200 East Broad Street
Mansfield, Texas 76063-1805

Project Manager:
Troy Lestina
Deputy City Manager/CFO
(817) 276-4258
troy.lestina@mansfieldtexas.gov

FUNDING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency
Region 6
800 North Loop 820
Denton, Texas 76209

Project Officer:
Jim Hershey
Grant Manager

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
City of Mansfield
FOR
FIFA WORLD CUP

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has awarded funding under the 2026 FIFA World Cup Grant Program (FWCGP) activities for the 2026 FIFA World Cup; and,

WHEREAS, under the grant program requirements, such funding is awarded to an eligible governmental entity that serves as the fiduciary and fiscal agency for grant funds, with the responsibility for financial administration, compliance, and reporting; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG), in coordination with the North Texas FWC Organizing Committee (NTFWCOC), was named as the fiduciary and fiscal agent for the FWCGP; and,

WHEREAS, on March 26, 2026, the Executive Board, authorized participation in a project awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency for NCTCOG to serve as the fiscal agent of grant funds and issue subawards; and,

WHEREAS, NCTCOG will serve as the fiscal agent and pass-through entity for the FWCGP, the NTFWCOC in collaboration with the FIFA Host City Task Force retains programmatic oversight and approval authority over eligible activities and the use of grant funds in accordance with FIFA and federal grant requirement; and,

WHEREAS, City of Mansfield, a Governing Body in the NCTCOG region, pursuant to laws of the State of Texas, was awarded a subaward under the 2026 FIFA World Cup grant program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and Local Governments to enter into this Agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1. PARTIES

1.1 **Parties**. This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "**NCTCOG**", and the City of Mansfield hereinafter referred to as "**PERFORMING PARTY**". **NCTCOG** and **PERFORMING PARTY** may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

2.1 **Initial Allocated Award Amount**. NCTCOG shall initially allocate to **PERFORMING PARTY** an amount of **two hundred thirty-three thousand eight hundred eighty-eight dollars ($233,888) ("Initial Allocation"),** which reflects projects currently approved by the North Texas FWC Organizing Committee (NTFWCOC) and estimated funding needs at the time of execution.

Total Available Funding. The total amount of funding that may be provided to **PERFORMING PARTY** under this Agreement shall consist of the Initial Allocation plus any additional funds subsequently approved the NTFWCOC and made available to **NCTCOG** under the Federal Award.

Administrative Adjustments: **NCTCOG** may, upon approval from the NTFWCOC, increase, decrease, or reallocate funding to **PERFORMING PARTY** through written notice without the need for a formal amendment to this Agreement or further approval by the **PERFORMING PARTY'S** governing body, provided that:

1. sufficient funds remain available to NCTCOG under the Federal Award;
2. any additional funding is for eligible and allowable activities consistent with the Federal Award and this Agreement;
3. such adjustment does not materially alter the nature of the Scope of Work; and,
4. NCTCOG does not obligate funds in excess of those approved and authorized by the NTFWCOC.

2.2 Indirect Costs. **PERFORMING PARTY** is eligible to receive reimbursement from **NCTCOG** for indirect costs that are supported by a negotiated rate agreement, cost allocation plan, or written election of the de minimis rate.

2.3 Compliance. All activities funded, and under this Agreement must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and Texas Grant Management Standards (TxGMS) promulgated pursuant to Section 783 of the Government Code. The **PERFORMING PARTY** agrees to 2 CFR 200 required clauses in Appendix A and Funding Agency Compliance Clauses in Appendix B.

ARTICLE 3. SCOPE OF WORK

3.1 Scope of Work. The **PERFORMING PARTY** agrees to complete the following activities by August 31, 2026, hereinafter referred to as "Project":

a. Purchase and implement activities as outlined in Table 1 for the upcoming FIFA World Cup events.
b. Complete and adhere to the Post Award Procurement Questionnaire, per the Office of the Governor (OOG), included in Appendix C.

Table 1.

Activity	Type	Description	Estimated Cost	Cybersecurity Compliance
Increased Personnel for Security Measures & Intelligence	Surge and Overtime	Provide police officers, Dispatch Officers, Detention Officers, Containment Specialty Deployment, Real-Team Information Control, and associated equipment usage fees.	$231,888	None.
Equipment	Physical Security Enhancement Equipment	Provide additional security enhancement equipment including rental of obstacles designed to channel or halt pedestrian, vehicle-borne traffic in order to protect event perimeter.	$2,000	None.
Table 1 is intended as a high-level summary of scope and budget. Detailed breakout information, including supporting requirements, will be provided during the NCTCOG training.		TOTAL	$233,888	

c. Perform all procurements for activities identified in Table 1 in adherence with TxGMS and 2 CFR 200 requirements, as well as any local laws;
d. Provide documentation to **NCTCOG** upon completion of installation of equipment.
e. Attend a NCTCOG sponsored training course with at least one attendee, as applicable, from procurement, finance, and payroll departments.
f. Certify this award was included in **PERFORMING PARTY'S** Schedule of Federal Expenditures for the fiscal year(s) in which expenditures were incurred.

3.2 **Cybersecurity**. For activities where technology or data security elements are included, as designated in Table 1, the **PERFORMING PARTY** shall be solely responsible for implementing, maintaining, and enforcing reasonable and appropriate administrative, technical, and physical safeguards to protect (i) systems, networks, devices, software, and cloud services used to perform the activity and (ii) any data created, received, maintained, processed, or transmitted in connection with the Project from unauthorized access, acquisition, disclosure, alteration, destruction, loss, or unavailability. The **PERFORMING PARTY** shall ensure compliance with the cybersecurity controls in this Section 3.2, shall flow down equivalent obligations to its contractors, subcontractors, and vendors, and, upon request by **NCTCOG**, shall provide evidence of such compliance. The **PERFORMING PARTY** shall cooperate with monitoring, audits, and reviews conducted by **NCTCOG**, NCTCOG's funding partners, the Office of Inspector General, and their designees. If issues are identified as part of monitoring, audits, or reviews, the **PERFORMING PARTY** shall take corrective actions as reasonably directed to address identified compliance or cybersecurity deficiencies.

a. Minimum Security Controls. The **PERFORMING PARTY** shall implement, document, and maintain an information security program, which shall, at a minimum: (i) maintain an accurate inventory of in-scope assets; (ii) assess and manage risks to the confidentiality, integrity, and availability of in-scope assets in accordance with the NIST Risk Management Framework, (iii) implement access controls based on least privilege, including multi-factor authentication for administrative and remote access; (iv) use industry-standard encryption for data in transit and at rest where technically feasible; (v) maintain anti-malware and endpoint protection on supported endpoints; (vi) maintain logging and monitoring sufficient to detect and investigate cybersecurity incidents; (vii) perform timely vulnerability remediation, including applying security patches and updates within commercially reasonable timeframes based on risk/criticality; and (viii)implement backup, incident response, and recovery procedures.

ARTICLE 4. TERM

4.1 **Term**. This Agreement shall take effect on the date executed by the Parties and shall remain in effect until **August 31, 2026**. The **PERFORMING PARTY** is authorized to proceed once this Agreement is fully executed.

4.2 **Termination**. Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of **ten (10)** days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, **NCTCOG** shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

5.1 **Reimbursement**. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. **NCTCOG** will approve payments as soon as practicable, but

not later than **thirty (30)** days after a complete Reimbursement Request has been received, provided that complete and accurate supporting documentation has been submitted to **NCTCOG**. Approved reimbursements will be disbursed only upon NCTCOG's receipt of corresponding grant funds from the OOG. Costs incurred beginning August 31, 2025 are eligible for reimbursement. Reimbursement Requests shall follow the documentation requirements in Articles 5.1.1 through 5.1.5. **NCTCOG** may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the **PERFORMING PARTY** fails to submit necessary reports or provide other information requested by **NCTCOG** under the terms of this Agreement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of **NCTCOG**, other than grant funds received by **NCTCOG** from **NCTCOG'S** funding agency for the purposes of reimbursement under this Agreement. **PERFORMING PARTY** shall submit its Reimbursement Request to **NCTCOG** electronically via a secure, NCTCOG-approved portal. Reimbursement Requests shall be submitted at least monthly, by the 10th of the month, and include **PERFORMING PARTY** certified invoice printed on letterhead, financial reports and summaries, including documentation of staff time detailing labor hours and overhead, and other supporting documentation. All final reimbursement requests shall be submitted by August 31, 2026.

5.1.1 Documentation for Personnel Expenses. Reimbursement Requests for personnel costs must be supported by the following documentation: (1) a written overtime and backfill policy approved by **PERFORMING PARTY'S** governing body, (2) time and effort reports, payroll registers, and pay stubs that substantiate based pay, overtime rates, and hours paid; (3) completed ICS 214 Daily Activity Logs; and (4) an approved fringe benefit rate or a documented fringe benefit calculation methodology.

5.1.2 Documentation for Equipment Expenses. Reimbursement Requests for equipment must be supported by the following documentation: (1) a vendor invoice; (2) proof of payment (e.g., canceled checks or equivalent); (3) a completed purchasing packet with all required supporting documentation; (4) an equipment inventory record identifying the Equipment over $10,000 and Controlled Assets as determined by the State of Texas Comptroller; (5) photographic evidence of the equipment; (6) the asset tag.

5.1.3 Documentation for Vehicle Expenses. Reimbursement Requests for vehicle use feeds must be supported by the following documentation: (1) Force Account Equipment Summary Record that documents usage tied to operational need such as movement of personnel, equipment and other resources in support of security; (2) lease receipts or approved hourly rate. The purchase of vehicles Is not allowable under this grant program according to FEMA Grant Program Directorate Information Bulletin #548 issued December 31., 2025.

5.1.4 Documentation for Management and Administration (M&A) Expenses. Reimbursement Requests for M&A must be supported by the following documentation: (1) a written travel policy; (2) receipts for meeting expenses and travel; (3) time and effort reports, payroll registers, and pay stubs that substantiate base pay overtime rates, and hours paid, (4) an approved fringe benefit rate or a documented fringe benefit calculation methodology and 5.1.5 documentation if indirect costs will be included.

5.1.5 Documentation for Indirect Costs. Reimbursement Requests that include indirect costs must be supported by the following documentation: (1) copy of negotiated rate agreement or written election of the de minimis rate, (2) cost allocation plan.

5.2 Eligible Expenses. **NCTCOG** may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by **NCTCOG** in its

sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E.

5.3 **Availability of Funds**. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by **NCTCOG** dedicated for the purpose of this Agreement. **NCTCOG** shall provide **PERFORMING PARTY** with written notice within **five (5)** business days after becoming aware that grant funds received by **NCTCOG** from **NCTCOG'S** funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to **PERFORMING PARTY**.

5.4 **Current Revenues**. Any obligations made under this Interlocal Cooperation Agreement shall be current revenues available to the paying Party as required by Chapter 791, Texas Government Code, and is subject to annual appropriations.

5.6 **Return of Funds**. The **PERFORMING PARTY** agrees to return funds received from **NCTCOG** for reimbursement under this Agreement where the **PERFORMING PARTY** has failed to comply with the requirements set forth in this Agreement.

5.7 **Total Amount of Obligated Funds**. Upon request from **PERFORMING PARTY**, **NCTCOG** shall provide total amount of obligated federal or state funds across all programs related to the **PERFORMING PARTY**.

5.8 **Non-Supplanting. PERFORMING PARTY** shall not utilize federal grant funds under this agreement to pay for costs (regular salaries, equipment, etc.) already included in their state or local budget.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

6.1 **Procurement Standards**. **NCTCOG** is responsible for closely monitoring the procurement of equipment by the Local Government and the exercise of reasonable care to enforce all terms and conditions of the grant and all required purchasing procedures, per the OOG. **PERFORMING PARTY** agrees to (1) fully cooperate in the purchasing requirements of the grant, (2) understands they cannot purchase any items, to be applied against this grant, until NCTCOG has reviewed the items for eligibility first and (3) must receive approval from the Host City Task Force and **NCTCOG** before purchasing any items needing reimbursement.

6.2 **Equipment Use, Management, and Disposition**. All equipment purchases shall have prior written approval from NCTCOG. The **PERFORMING PARTY** agrees that its purchase or lease of equipment/technology under this Agreement will comply with the property management standards and requirements outlined in 2 CFR 200.313. The **PERFORMING PARTY** agrees to provide **NCTCOG** reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall also maintain an inventory of equipment greater than **ten thousand dollars ($10,000)** or classified as controlled equipment by the Texas Comptroller purchased for the project to be provided to **NCTCOG** upon request.

6.2.1 PERFORMING PARTY shall protect the Equipment by implementing measures that secure the equipment against unauthorized entrance or use and ensure that sufficient security exists to safeguard the equipment against loss, damage or theft. If items are stolen it should be reported immediately and a theft report from the **PERFORMING PARTY** should be submitted to NCTCOG's files. The **PERFORMING PARTY** should also maintain a copy of the report for their records. Disposition would need to be noted on the inventory tracking sheet. If the item is lost, then a memo by the **PERFORMING PARTY** explaining the details should be submitted to

NCTCOG for inclusion in grant files. The **PERFORMING PARTY** should also retain this memo for their records and ensure updates to the equipment inventory sheet.

6.2.2 PERFORMING PARTY must reimburse **NCTCOG** and/or the OOG for damage to all equipment caused by intentional misconduct, abuse, misuse or negligence by employees or other persons under its supervision. This does not include ordinary wear and tear due to day-to-day use of equipment.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

7.1 **Agreement**. This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

7.2 **Severability**. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

7.3 **Changed Circumstances**. If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

7.4 **Amendments**. Modifications to the cover page, which do not impact the Agreement scope or budget may be modified without formal amendment to the Agreement. **NCTCOG** shall approve these changes by written correspondence. Amendments to this Agreement and SCOPE must be agreed to in writing signed by each Party, except that **NCTCOG** may issue a unilateral administrative amendment to reconcile the Award Amount based on final eligible costs, consistent with Article 2.1.

7.5 **Authority**. The **PERFORMING PARTY** shall have no authority to act for or on behalf of **NCTCOG** except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The **PERFORMING PARTY** may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of **NCTCOG**.

7.6 **Assignment**. Without the prior written consent of **NCTCOG**, the **PERFORMING PARTY** may not transfer or assign any rights or duties under or any interest in this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** **NCTCOG** and **PERFORMING PARTY** agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.

8.2 **Force Majeure.** Neither Party shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion,

insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within **three (3)** business days of the existence of such force majeure, or otherwise waive this right as a defense.

8.3 **Replacement Insurance**. The **PERFORMING PARTY** must maintain sufficient insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by **NCTCOG**. Replacement insurance must be maintained by the **PERFORMING PARTY** after equipment ownership has been transferred.

8.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

8.5 **Disputes and Remedies. NCTCOG** and **PERFORMING PARTY** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This Agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

8.6 **Legal Mandate.** The **PERFORMING PARTY** represents that the tasks funded under this Agreement are not required by any State or Federal law, rule, regulation, memorandum of agreement, or other legally binding document.

8.7 **Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, as applicable, with a copy provided to **PERFORMING PARTY** Project Manager, staff contact, and Agreement Administrator; and **NCTCOG'S** Agreement Coordinator identified on the Agreement cover sheet. Statements made or documentation provided through electronic mail can be deemed as official notices.

PERFORMING PARTY

Mailing Address:
City of MansfieldCity of Mansfield
Troy Lestina
1200 E Broad Street
Mansfield, Texas 76063

Physical Address:
Troy Lestina
1200 E. Broad Street
Mansfield, Texas 76063

NCTCOG

Mailing Address:
Todd Little
Executive Director
616 Six Flags Drive
Arlington, Texas 76011
Telephone No.: (817) 695-9100

Physical Address:
Todd Little
Executive Director
616 Six Flags Drive
Arlington, Texas 76011

With a CC to the Department Director:
Maribel Martinez
Director of Emergency Preparedness
Emergency Preparedness Department
616 Six Flags Drive
Arlington, Texas 76011
Telephone No.: (817) 704-5613

Maribel Martinez
Director of Emergency Preparedness
Emergency Preparedness Department
616 Six Flags Drive
Arlington, Texas 76011

8.8 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

8.9 Internal Compliance Program. **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at:https://www.nctcog.org/agency-administration/compliance-portal. Additional information regarding the Internal Compliance Program is available at the previous web address.

8.10 Fraud, Waste, and Abuse. The **PERFORMING PARTY** shall promptly refer to OOG any credible evidence that a principle, employee, agent, contractor, subcontractor, or other person has 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery gratuity, or similar misconduct involving award funds. The **PERFORMING PARTY** must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance of grant requirements.

8.10.1 PERFORMING PARTY may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of fraud, waste, or abuse.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

9.1 Records Maintenance. The **PERFORMING PARTY** shall maintain a record keeping system for all activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with Federal regulations, State rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

9.2 Retention. All records must be maintained for a minimum of **three (3)** years after the final payment by NCTCOG's funding agency. . In the event any litigation or claim is still pending upon the expiration of the **three (3)** year period, these records shall be retained until resolution of the litigation or claim. At the end of the **three (3)** year period, the **PERFORMING PARTY** shall request disposition instructions for the records from **NCTCOG** and shall dispose of the records in accordance with instructions.

ARTICLE 10. AUDITS AND EVALUATIONS

10.1 Submission of Audits. As applicable, the **PERFORMING PARTY** shall provide **NCTCOG**, for its review, a copy of any audit received as a result of **PERFORMING PARTY** policy or audits of Federal and State governments relating to the expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to **NCTCOG** within **thirty (30)** days of receipt of each issued report.

10.2 Single Audit Act. As applicable, the **PERFORMING PARTY** shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends **one million dollars ($1,000,000)** or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

10.3 Financial Records or Audit. The **PERFORMING PARTY** understands that acceptance of funds under this Agreement acts as acceptance of the authority of **NCTCOG**, **NCTCOG'S** funding agency, or their designees to conduct an audit or investigation in connection with those funds. The **PERFORMING PARTY** further agrees to cooperate fully with **NCTCOG**, **NCTCOG'S** funding agency, or their designees in the performance of an audit or investigation, including providing access to conduct financial and program monitoring of funding awarded to the **PERFORMING**

PARTY under this Agreement and to perform an audit of related records that may encompass an examination of financial transactions, accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. Access to records is not limited to the required retention periods. **NCTCOG**, **NCTCOG'S** funding agency, or their designees shall have access to any and all records, for any reason, upon request for as long as the records are maintained.

10.4 Subcontractors. The **PERFORMING PARTY** will ensure that the aforementioned clause concerning the authority to audit funds received indirectly by subcontractors through the **PERFORMING PARTY** and the requirement to cooperate is included in any subcontract it awards under this Agreement. The **PERFORMING PARTY** will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records, including bank statements.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

11.1 **Build America, Buy America**. The **PERFORMING PARTY** agrees to comply with all Build America, Buy America (BABA) requirements under 23 USC 313, 2 CFR 200.184 and 2 CFR 200.322 for the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The **PERFORMING PARTY** must provide a Certification, example Certification document and other guidance found here: https://www.fema.gov/sites/default/files/documents/fema_best-practices-documenting-compliance-babaa.pdf

a. all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than **fifty-five percent (55%)** of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

11.2 **Nondiscrimination on the Basis of Disability.** The **PERFORMING PARTY** agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **PERFORMING PARTY** shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR 27 and any amendments thereto.

11.3 **Noncollusion.** The **PERFORMING PARTY** warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the **PERFORMING PARTY** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

11.4 **Gratuities.** Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Agreement may, not make any offer of benefits, gifts or favors to employees of **NCTCOG**. Failure on the part of the **PERFORMING PARTY** to adhere to this policy may result in termination of this Agreement.

11.5 Drug Free Workplace. The **PERFORMING PARTY** must make an ongoing, good-faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230.

11.6 Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11.7 Substitution of Subcontractors. NCTCOG must be notified of all substitutions of subcontracts.

ARTICLE 12. ADDITIONAL PROVISIONS

12.1 False Claim. The **PERFORMING PARTY** must promptly refer to the DHS Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the grantee.

12.2 Federal Award Requirements. During the performance of this Agreement, the **PERFORMING PARTY**, shall comply with the following Federal award requirements.

12.2.1 Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), which prohibits discrimination on the basis of race, color, and national origin.

12.2.2 Federal Funding Accountability and Transparency Act Requirements.

A. As a recipient of funds under this agreement the **PERFORMING PARTY** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR 170, including Subpart A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. **PERFORMING PARTY** agrees that it shall:

1. Obtain and provide a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Subpart 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/content/home.

2. Obtain and provide a Unique Entity ID (UEI) number, a unique twelve-character number that allows the federal government to track the distribution of federal money. The UEI number may be requested free of charge for all businesses and entities required to do so by visiting the System for Award Management (SAM) website https://sam.gov/content/home.

C. Report total compensation and names of its top **five (5)** executives to the State if:

1. More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than **twenty-five million dollars ($25,000,000)**; and
2. The compensation information is not already available through reporting to the United States Securities and Exchange Commission.

APPENDICES

The following appendices are attached and made part of this Agreement.

Appendix A	Required 2 CFR 200 Clauses
Appendix B	Department of Homeland Security (DHS) Flowdown Provisions
Appendix C	Restrictions on Lobbying Certification
Appendix D	Post Award Procurement Questionnaire

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little, Executive Director	Date
Joe Smolinski, City Manager	Date

APPENDIX A

FORM COG07-25(I3)
REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
for Federal Awards

1. **Equal Employment Opportunity**. **PERFORMING PARTY** shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion, , in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.

2. **Davis-Bacon Act**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3. **Contract Work Hours and Safety Standards**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4. **Rights to Invention Made Under Contract or Agreement**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 37 CFR Part 401.

5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. **PERFORMING PARTY** agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6. **Debarment/Suspension**. **PERFORMING PARTY** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. **PERFORMING PARTY** and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions". **PERFORMING PARTY** shall certify its compliance through execution of the Contract.

7. **Restrictions on Lobbying**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.450. **PERFORMING PARTY** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars ($100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8. **Procurement of Recovered Materials**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.323.

9. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities

who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **PERFORMING PARTY** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 **PERFORMING PARTY** shall certify its compliance through execution of the Agreement. The **PERFORMING PARTY** shall pass these requirements down to any of its contractors funded under this Agreement. The **PERFORMING PARTY** shall notify **NCTCOG** if the **PERFORMING PARTY** cannot comply with the prohibition during the performance of this Agreement.

10. **Domestic Preference**. As appropriate and to the extent consistent with law, the **PERFORMING PARTY** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. **Termination For Convenience**. The **PERFORMING PARTY** may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. **Trafficking in Persons**. **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **PERFORMING PARTY** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **PERFORMING PARTY** indicates a violation of the applicable prohibitions.

13. **Whistleblower Protection**. **PERFORMING PARTY** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **PERFORMING PARTY** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

14. **Internal Controls**. The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

APPENDIX B

DEPARTMENT OF HOMELAND SECURITY (DHS) FLOWDOWN PROVISIONS

General Acknowledgements and Assurances.

1. **PERFORMING PARTY** must cooperate with any DHS compliance reviews or compliance investigations.

2. **PERFORMING PARTY** must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

3. **PERFORMING PARTY** must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. **PERFORMING PARTY** must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance.

5. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

6. **PERFORMING PARTY** must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

7. **Conflict of Interest Safeguards**. **PERFORMING PARTY** shall disclose to **NCTCOG**, in writing, within **ten (10)** calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under the Grant Agreement.

8. **Fraud, Waste, and Abuse**. **PERFORMING PARTY**, contractors and subcontractors, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.
    a. **If PERFORMING PARTY** is notified that any contractor or subcontractor is or has been requiring its employees or contractors to execute Agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict). Reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of funds to or by that entity, and will provide prompt written notice to **NCTCOG** to provide notice to OOG.

9. **Permission for Use of OOG Name and Labeling**. **PERFORMING PARTY** shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to the Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG.
    a. This provision does not limit **PERFORMING PARTY'S** ability to comply with its obligations under the Texas Open Meetings Act and/or the Texas Public Information Act.
10. Acknowledgement of Funding and Disclaimer. All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency:

a. "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided.)"

11. *[1]**Immigration Related Matters**. **PERFORMING PARTY** must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to:
    a. Notify DHS of all information requested by DHS related to illegal aliens in agency's custody; and,
    b. Detain such illegal aliens in accordance with requests by DHS.

12. **PERFORMING PARTY** may not have in effect, purport to have in effect, or make themselves subject to or bound by, any law rule, policy, or practice (written or unwritten) that would:
    a. require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or
    b. impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

12.1 PERFORMING PARTY must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from:
    a. Adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws;
    b. As demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or,
    c. For an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2A.060, Code of Criminal Procedure.

13. **Hurricane Contract Violations**. Pursuant to Texas Government Code 2155.006 and 2261.053, **PERFORMING PARTY** certifies that in the past five (5) years, they have not convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005.

14. **Enforcement of Public Camping Bans**. Pursuant to Local Government Code, Section 364.004, **PERFORMING PARTY** certifies that it has not had a judicial determination is made that the local entity adopts or enforces a policy that prohibits or discourages the entity from the enforcement of any public camping ban, as defined in section 364.001 of the Local Government Code. If **PERFORMING PARTY** is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

15. **Buy Texas**. If applicable with respect to any services purchased pursuant to this Grant Agreement, the **PERFORMING PARTY** will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

[1] There are active court cases regarding this topic as flagged by DHS case number No. 25-cv-08330-WHO, No. 25-CV-12765, No. 2:25-cv-01435-BJR

Nondiscrimination.

1. **Age Discrimination Act of 1975**. **PERFORMING PARTY** must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

2. **Americans with Disabilities Act of 1990**. **PERFORMING PARTY** must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

3. **Civil Rights Act of 1964 – Title VI**. **PERFORMING PARTY** must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

4. **Civil Rights Act of 1968**. **PERFORMING PARTY** must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D).

5. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**. **PERFORMING PARTY** must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

6. **Equal Treatment of Faith-Based Organizations**. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. **PERFORMING PARTY** must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

7. **Anti-Discrimination**. **PERFORMING PARTY** must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

8. **Limited English Profiency (Civil Rights Act of 1964, Title VI)**. **PERFORMING PARTY** must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-providemeaningful-access-people-limited and additional resources on http://www.lep.gov.

9. **Rehabilitation Act of 1973**. **PERFORMING PARTY** must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. Section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Grant Specific Required Clauses.

1. **Copyrights. PERFORMING PARTY** must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

2. **Duplicative Costs**. **PERFORMING PARTY** is prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)).

3. **False Claims Act and Program Fraud Civil Remedies**. PERFORMING PARTY must comply with the requirements of the False Claims Act, 31 U.S.C. Section 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. Section 3801-3812, which details the administrative remedies for false claims and statements made.)

4. **Federal Debt Status**. **PERFORMING PARTY** is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.).

5. **Federal Leadership on Reducing Text Messaging While Driving**. **PERFORMING PARTY** is encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

6. **Fly America Act of 1974**. **PERFORMING PARTY** must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31,1981, amendment to Comptroller General Decision B-138942.

7. **Hotel and Motel Fire Safety Act of 1990**. **PERFORMING PARTY** must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

8. **John S. McCain National Defense Authorization Act of Fiscal 2019**. **PERFORMING PARTY**, and its contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

9. **National Environmental Policy Act**. **PERFORMING PARTY** must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients (and subrecipients) to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

10. **Non-Supplanting Requirement**. **PERFORMING PARTY** must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

11. **Patent and Intellectual Property Rights**. **PERFORMING PARTY** is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law.

12. **Presidential Executive Orders**. **PERFORMING PARTY** must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

13. **SAFECOM**. **PERFORMING PARTY** must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

14. **Terrorist Financing**. **PERFORMING PARTY** must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Executive Order and laws.

15. **USA Patriot Act of 2001**. **PERFORMING PARTY** must comply with requirements of Pub. L. 107-56, section 817 of the SA PATRIOT Act, which amends 18 U.S.C. Sections 175-175c.

16. **Use of DHS Seal, Logo, and Flags**. **PERFORMING PARTY** must obtain permission from their DHS FAO prior to using the DHS seals, logos, crests or reproductions of flags, likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests or reproductions of flags or likenesses of component officials.

17. **Buy America, Build America Act (BABAA)**. **PERFORMING PARTY** must include a Buy America preference contract provision as noted in 2C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001).

18. **Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS)**. **PERFORMING PARTY** must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

Copyrights.

1. **Royalty-Free License**. Pursuant to 2 CFR 200.315(b) OOG, and the federal funding agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state or federal purposes:
    a. Any work subject to copyright developed under an award or subaward; and,
    b. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state or federal support.

    PERFORMING PARTY recognizes that OOG, and the federal funding agency, have the right to:
    a. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and,
    b. Authorize others to receive, reproduce, publish, or otherwise use such data for state or federal purposes. “Data” included data as defined in Federal Acquisition Regulation (FAR) Provision 52.227-14 (rights in Data- general).

    PERFORMING PARTY is responsible to ensure that this condition is included in any subagreements. If a proposed contractor or subcontractor refuses to accept terms affording the Government such rights, **PERFORMING PARTY** shall promptly notify **NCTCOG** of the refusal for **NCTCOG** to notify the OOG program manager for the funding award. **PERFORMING PARTY** shall not proceed with the agreement in question without further authorization from OOG.

Prohibited and Regulated Activities and Expenditures.

1. **Political Activities**. Unless specifically authorized to do so by Federal law, **PERFORMING PARTY** is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.
    a. Grant funds – whether expended by **NCTCOG**, the **PERFORMING PARTY** or its contractors or subcontractors, will not be used for political polling. This prohibition regarding political polling does

not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Financial Requirements.

1. **Program Income**. Means gross income received by the **PERFORMING PARTY** directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award.

2. **Overtime**. Overtime is allowable to the extent that it is included in the OOG-approved budget, the **PERFORMING PARTY** has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of the **PERFORMING PARTY** may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are not eligible for reimbursement.

APPENDIX C

FORM COG07-25(C2)
RESTRICTIONS ON LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars ($100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars ($100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding **one hundred thousand dollars ($100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **ten thousand dollars ($10,000)** and not more than **one hundred thousand dollars ($100,000)** for each such failure.

Name of Organization/Contractor(s):

_____

Signature of Authorized Representative:

_____

Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352 and email to TRAgreements@nctcog.org

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material charge For Material Change Only: year_____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity: Prime Tier _____ *if known* Congressional District, *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Congressional District, *if known:*
6. Federal Department Agency:	**7. Federal Program Name/Description:** CFDA Number if applicable:_____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** $
10. a. Name and Address of Lobbying Entity ***(if individual, last name, first name, MI):***	**b. Individuals Performing Services (including address if different from No. 10a)** **(last name, first name, MI):**
(attach Continuation Sheet(s) SF-LLL-A, if necessary	
11. Amount of Payment *(check all that apply):* $_____ actual planned	**13. Type of Payment (check all that apply):** a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:_____
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature_____ value_____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:**_____ **Title:**_____ **Telephone:**_____ **Date:**_____
Federal Use Only:	**Authorized for Local Reproduction Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
2. **Identify the status of the covered Federal action.**
3. **Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**
4. **Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.**
5. **If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
7. **Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.**
8. **Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the Contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."**
9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**
10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 40 to influence the covered Federal action.**
    (b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**
12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**
13. **Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.**
14. **Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual Contract with Federal officials. Identify the Federal official(s) or employee(s) Contracted or the officer(s), employees, or Member(s) of Congress that were contacted.**
15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**
16. **The certifying official shall sign and date the form, print his/her name, title, and the telephone number.**

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity:_____ **Page**_____ **of**_____

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Standard Form - LLL-A

APPENDIX D
POST AWARD PROCUREMENT QUESTIONNAIRE

POST-AWARD PROCUREMENT QUESTIONNAIRE

OFFICE OF THE GOVERNOR
Public Safety Office (PSO)
P.O. BOX 12428
AUSTIN, TEXAS
78711
(512) 463-1919
FAX: (512) 475-2440

This form along with supporting documentation **MUST** be completed by the designated grant financial officer and submitted to the Governor's Office before obligating grant funds for a single procurement of goods (including equipment) and/or services **expected to exceed the Simplified Acquisition Threshold**.

PART I: OOG GRANT INFORMATION

Grantee Name:				
Project Title:				
Grant Number *(ex: 16000-02)*:				
Project Period:	From		To	

PART II: VENDOR INFORMATION

Vendor Name:				
Contract Period (N/A for Equipment):	From		To	
Grantee-Defined Budget Line Item Description:				
Item Amount (**$**):				

PART III: PROCUREMENT INFORMATION

1. What procurement procedures are used by the grantee agency (SELECT One)?		
☐ State ☐ Local ☐ Other *(please DESCRIBE)*:		
2. Are the proposed procurement procedures compliant with federal, state and local laws and regulations and the standards identified in the Texas Grant Management Standards (SELECT One)?	☐ Yes	☐ No
3. For purchases expected to exceed the Simplified Acquisition Threshold, SELECT ***any*** of the following conditions that apply:		
a) The procurement is to be awarded without competition and/or only one bid or offer was received in response to a solicitation. **If YES:**	☐ Yes	☐ No
i. Was the purchase made through/from:		
• An authorized cooperative purchasing program,	☐ Yes	☐ No
• Federal supply schedules of the United States General Services Administration, or	☐ Yes	☐ No
• A vendor listed on a schedule developed by the Texas Facilities Commission?	☐ Yes	☐ No
If Yes to any of the above 3 conditions the requirement for competitive bids is satisfied.		
ii. If ALL responses under i. are **NO**, do any of the following conditions apply:		
• Item or service is available only from a single source, ***If YES**, ATTACH documentation supporting this assertion.*	☐ Yes	☐ No
• A true public exigency or emergency exists, or ***If YES**, ATTACH a statement describing emergency and need for item/service.*	☐ Yes	☐ No
• After competitive solicitation, competition is considered inadequate. ***If YES**, ATTACH a statement describing solicitation process and results.*	☐ Yes	☐ No
b) The procurement specifies a "brand name" product. ***If YES**, ATTACH a statement describing why "equal" products from other companies are either not available or have been precluded from consideration.*	☐ Yes	☐ No
c) The proposed contract/ purchase is to be awarded to an entity other than the evident low bidder under a sealed bid procurement. ***If YES**, ATTACH a statement describing the low bidder's non-conformance with the bid specifications and/or inability to meet the requirements/deliverables.*	☐ Yes	☐ No
If the answer is 'Yes' to statements 3 a)ii, b), or c) above, grantees must submit the requested written justification prior to the obligation or expenditure of grant funds. Upon request from PSO, grantees must also submit procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc.		

POST-AWARD PROCUREMENT QUESTIONNAIRE

OFFICE OF THE GOVERNOR
Public Safety Office (PSO)
P.O. BOX 12428
AUSTIN, TEXAS
78711
(512) 463-1919
FAX: (512) 475-2440

PART IV: CONFLICTS OF INTEREST

1. Any employee, officer, agent, or any member of their immediate family who has a financial or other interest in any prospective vendor WILL BE EXCLUDED from participating in the selection, award, or administration of the contract.	☐ Yes	☐ No
2. Any contractors involved in the development of the procurement WILL BE EXCLUDED from bidding or proposal submission.	☐ Yes	☐ No

PART V: CONTRACT MONITORING INFORMATION

1. If the procurement involves a contract:		
a) Has the awarding agency established a contract monitoring function to regularly ensure that deliverables are being provided as specified in the contract?	☐ Yes	☐ No
b) Has the awarding agency established a process to regularly document the results of contract monitoring reviews?	☐ Yes	☐ No
c) Has the awarding agency created a filing system to maintain all files and results of contract monitoring reviews?	☐ Yes	☐ No

PART V: AUTHORIZING SIGNATURE

I certify that to the best of my knowledge and belief this questionnaire and any supporting documentation is correct and complete.

Printed Name of Financial Officer	Signature of Financial Officer	Date

City of Mansfield
Staff Report

Item ID: 26-2306

Agenda Date: June 8, 2026

Title
26-2306: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of Flume Improvements for the Shannon Creek Subdivision to Alliance Construction and Concrete Services, LLC, for Construction, to Brittain and Crawford, LLC For Surveying, and to Raba Kistner, Inc, for Material Testing, for an Amount not to Exceed $97,196.56; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Drainage Utility Fund)

Description/History
After the flood events in 2022, an analysis and feasibility study of impacts in the Shannon Creek subdivision area was completed. The recommended solution from that study was to construct flume improvements in the area to prevent future flood events from impacting homes. This project consists of installing a new flume to drain to Willow Creek Dr and to widen and improve the existing flume on Bridge Water Ln. All work will be completed within a drainage easement or public right of way.

The project was bid on May 14, 2026 and there were four bidders for the project. Bids ranged from a low bid of $69,811.33 to a high bid of $150,425.00. The lowest and best bidder is Alliance Construction and Concrete Services, LLC. See attached bid tabulation.

The contract time for this project is ninety (90) working days or approximately 4.5 months.

The requested funds are for a construction contract in the amount of $83,773.60, including a 20% contingency, $6,600.00 for survey services, and $8,165.26 for material testing for a total budget not to exceed $97,196.56.

Strategic Initiative
Building Strong Neighborhoods
Provide a Safe Community
Focus on the Future

Recommendation
Approve the Resolution awarding contracts for the construction of Flume Improvements for the Shannon Creek Subdivision to Alliance Construction and Concrete Services, LLC, for construction, to Brittain and Crawford LLC, for surveying and to Raba Kistner, Inc, for material testing and authorizing funding for an amount not to exceed $97,196.56.

Funding Source
Drainage Utility Fund

Prepared By
Howard Redfearn, Assistant Director of Public Works - Environmental Services - (817) 276-4240

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDING CONTRACTS FOR THE CONSTRUCTION OF FLUME IMPROVEMENTS FOR THE SHANNON CREEK SUBDIVISION TO ALLIANCE CONSTRUCTION AND CONCRETE SERVICES, LLC, FOR CONSTRUCTION, TO BRITTAIN AND CRAWFORD, LLC FOR SURVEYING, AND TO RABA KISTNER, INC, FOR MATERIAL TESTING, FOR AN AMOUNT NOT TO EXCEED $97,196.56; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (DRAINAGE UTILITY FUND)

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

WHEREAS, the City of Mansfield has publicly advertised and requested competitive bids for the construction of flume improvements for the Shannon Creek Subdivision; and,

WHEREAS, all bids were received, opened, and publicly read aloud on May 14, 2026; and,

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

WHEREAS, after review of all bids received, City staff believes that the "lowest and best" bid is that of Alliance Construction and Concrete Services, LLC; and,

WHEREAS, funding for this contract is available from the Drainage Utility Fund.

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

SECTION 1.

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

SECTION 2.

A Construction Contract with Alliance Construction and Concrete Services, LLC. in an amount not to exceed Eighty-Three Thousand Seven Hundred Thirty-Three and 60/100 dollars ($83,733.60), including a 20% contingency, for the construction of the flume improvements for the Shannon Creek Subdivision is hereby approved.

SECTION 3.

Additional funding in the amount of $13,422.96 (Thirteen Thousand Four Hundred Twenty-Two and 96/100 Dollars) for, survey, or material testing services is hereby approved.

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

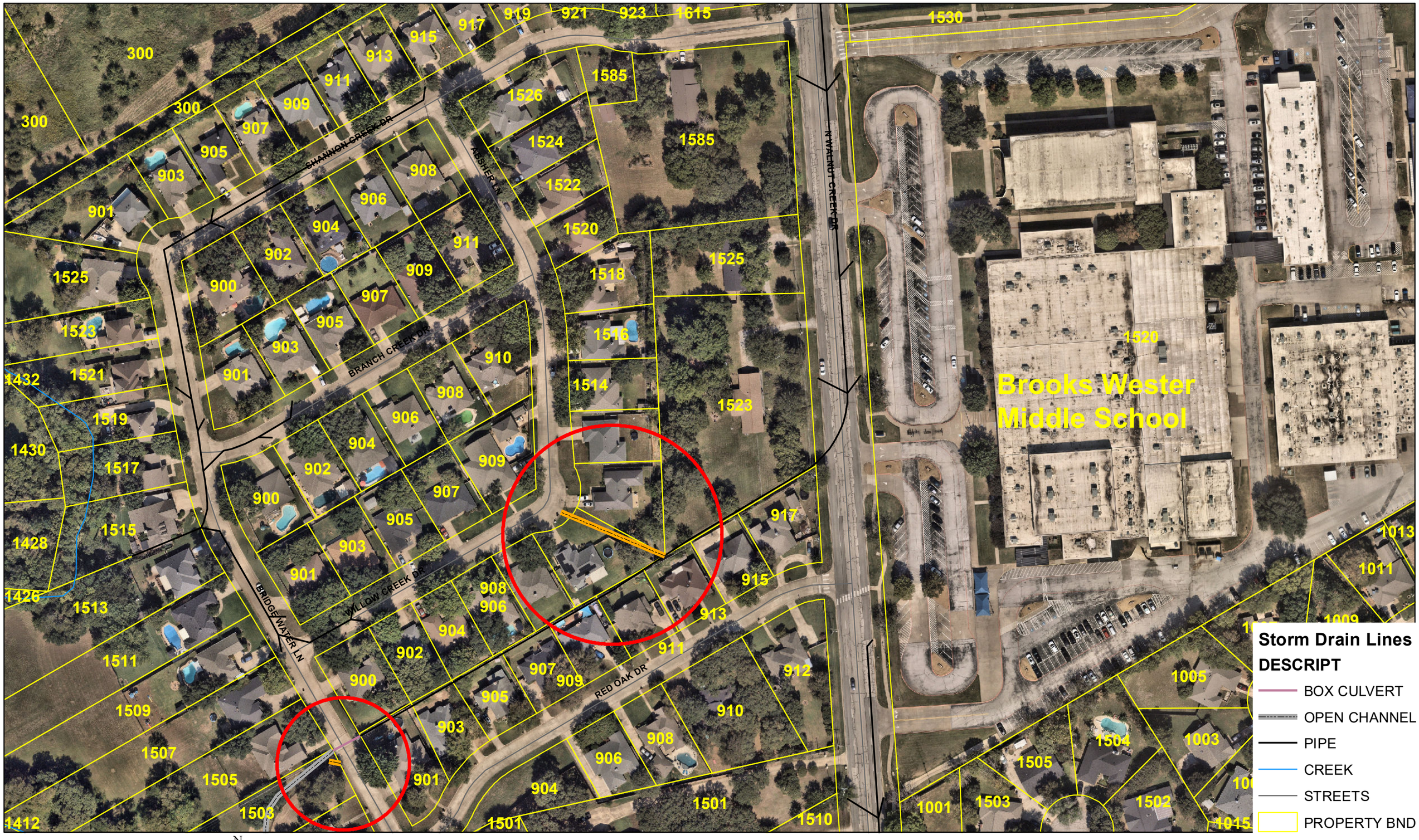
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 8TH DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

Flume Improvements for the Shannon Creek Subdivision



BID TABULATION REPORT

FLUME IMPROVEMENTS FOR SHANNON CREEK SUBDIVISION
PROJECT No. 2026-70-10-02

BID OPENED: 05/14/2026 @ 2:00 P.M.

				Alliance Construction and Concrete Services, LLC Ponder, Texas		*SoHo Construction Builder LLC Dallas, Texas*		*Vernara LLC Dallas, Texas*		*Bernal Commerical Construction Co. Grand Prairie, Texas*	
MOBILIZATION, SWPPP, & CONTINGENCY											
ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101	Mobilization	1	LS	$ 3,766.00	$ 3,766.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
102	Site Preparation	1	LS	$ 2,636.00	$ 2,636.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 9,500.00	$ 9,500.00
103	Prepare, Furnish, Install & Maintain Temporary Traffic Control Devices & Detours	1	LS	$ 3,578.00	$ 3,578.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 9,500.00	$ 9,500.00
SUBTOTAL MOBILIZATION, BONDS & SWPPP :					**$ 9,980.00**		**$ 14,000.00**		**$ 25,000.00**		**$ 39,000.00**
DRAINAGE IMPROVEMENTS											
ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
201	Remove Existing Concrete Flume	11	SY	$ 168.73	$ 1,856.03	$ 60.00	$ 660.00	$ 35.00	$ 385.00	$ 175.00	$ 1,925.00
202	Sawcut and Remove Exist Conc Channel Wall Top	14	LF	$ 233.50	$ 3,269.00	$ 50.00	$ 700.00	$ 100.00	$ 1,400.00	$ 145.00	$ 2,030.00
203	Remove 36-in Post Oak Tree & Grind Stump 6" Below Ground	1	EA	$ 4,336.00	$ 4,336.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
204	5-in Reinforced Concrete Flume (9.5-ft Wide)	190	SY	$ 85.73	$ 16,288.70	$ 160.00	$ 30,400.00	$ 135.00	$ 25,650.00	$ 270.00	$ 51,300.00
205	5-in Reinforced Concrete Flume (6-ft Wide)	18	SY	$ 167.50	$ 3,015.00	$ 160.00	$ 2,880.00	$ 120.00	$ 2,160.00	$ 285.00	$ 5,130.00
206	Install Pipe Bollard	2	EA	$ 942.50	$ 1,885.00	$ 500.00	$ 1,000.00	$ 2,000.00	$ 4,000.00	$ 1,850.00	$ 3,700.00
207	Fine Grading (berm)	1	LS	$ 2,777.00	$ 2,777.00	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 6,000.00	$ 6,000.00
208	1" Limestone Gravel and 5 OZ Geotextile Weed Barrier	37	SY	$ 81.81	$ 3,026.97	$ 50.00	$ 1,850.00	$ 250.00	$ 9,250.00	$ 78.00	$ 2,886.00
SUBTOTAL DRAINAGE IMPROVEMENTS					**$ 36,453.70**		**$ 41,490.00**		**$ 48,845.00**		**$ 76,471.00**
RESTORATION ITEMS											
ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
301	Restore Disturbed Area (Topsoil and Sodding)	500	SY	$ 13.14	$ 6,570.00	$ 10.00	$ 5,000.00	$ 30.00	$ 15,000.00	$ 24.00	$ 12,000.00
302	Construct Metal Tubular Fence Including all gates (weld in place)	115	LF	$ 62.77	$ 7,218.55	$ 75.00	$ 8,625.00	$ 200.00	$ 23,000.00	$ 138.00	$ 15,870.00
303	12" Reinforced Concrete Mowstrip	64	LF	$ 103.44	$ 6,620.16	$ 95.00	$ 6,080.00	$ 150.00	$ 9,600.00	$ 55.00	$ 3,520.00
304	Remove existing stockade fence and construct welded iron fence (height should match stockade fence)	18	LF	$ 164.94	$ 2,968.92	$ 100.00	$ 1,800.00	$ 350.00	$ 6,300.00	$ 198.00	$ 3,564.00
SUBTOTAL RESTORATION ITEMS					**$ 23,377.63**		**$ 21,505.00**		**$ 53,900.00**		**$ 34,954.00**

TOTALS				
SUBTOTAL MOBILIZATION, BONDS & SWPPP :	$ 9,980.00	$ 14,000.00	$ 25,000.00	$ 39,000.00
SUBTOTAL DRAINAGE IMPROVEMENTS	$ 36,453.70	$ 41,490.00	$ 48,845.00	$ 76,471.00
RESTORATION ITEMS	$ 23,377.63	$ 21,505.00	$ 53,900.00	$ 34,954.00
TOTAL BASE BID AMOUNT	**$ 69,811.33**	**$ 76,995.00**	**$ 127,745.00**	**$ 150,425.00**

City of Mansfield
Staff Report

Item ID: 26-2307

Agenda Date: June 8, 2026

Title
26-2307: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of BRINSAP Channel Repairs to Premier Site Services, LLC, for Construction, to Brittain and Crawford, LLC For Surveying, and to Raba Kistner, Inc, for Material Testing, for an Amount not to Exceed $293,137.19; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Drainage Utility Fund)

Description/History
Texas Department of Transportation inspectors conduct routine assessments of roadway crossings over waterways known as the Bridge Inventory, Inspection, and Appraisal Program (BRINSAP) and provide a findings report to the City. The appraisals include assessments of both pavement around the crossing and the support structures within channels. The pavement portion of repairs were recently awarded. This award is for the channel repair/protection work at 7 locations from the same report, and completes the local match participation for the Walnut Creek Dr bridge reconstruction project. All work will be in an existing right of way or drainage easement.

The project was bid on May 12, 2026 and there were seven bidders for the project. Bids ranged from a low bid of $246,831.00 to a high bid of $689,400.00. The lowest and best bidder is Premier Site Solutions, LLC. See attached bid tabulation.

The contract time for this project is eighty (80) working days or approximately 4 months. There are seven locations where work will occur. All areas are in or around a culvert or bridge structure. Work consists of debris removal up to gabion construction.

The requested funds are for a construction contract in the amount of $271,514.10, including a 10% contingency, $11,550.00 for survey services, and $12,235.40 for material testing for a total budget not to exceed $293,137.19.

Strategic Initiative
Building Strong Neighborhoods
Provide a Safe Community
Focus on the Future

Recommendation
Approve the Resolution awarding contracts for the construction of BRINSAP Channel Repairs to Premier Site Services, LLC, for construction, to Brittain and Crawford LLC, for surveying and to Raba Kistner, Inc, for material testing and authorizing funding for an amount not to exceed $293,137.19.

Funding Source
Drainage Utility Fund

Prepared By
Howard Redfearn, Assistant Director of Public Works - Environmental Services - (817) 276-4240

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDING CONTRACTS FOR THE CONSTRUCTION OF BRINSAP CHANNEL REPAIRS TO PREMIER SITE SERVICES, LLC, FOR CONSTRUCTION, TO BRITTAIN AND CRAWFORD, LLC FOR SURVEYING, AND TO RABA KISTNER, INC, FOR MATERIAL TESTING, FOR AN AMOUNT NOT TO EXCEED $293,137.19; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (DRAINAGE UTILITY FUND)

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

WHEREAS, the City of Mansfield has publicly advertised and requested competitive bids for the construction of BRINSAP Bridge Channel Repairs; and,

WHEREAS, all bids were received, opened, and publicly read aloud on May 12, 2026; and,

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

WHEREAS, after review of all bids received, City staff believes that the "lowest and best" bid is that of Premier Sites Services, LLC; and,

WHEREAS, funding for this contract is available from the Drainage Utility Fund.

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

SECTION 1.

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

SECTION 2.

A Construction Contract with Premier Site Services, LLC. in an amount not to exceed Two Hundred Seventy-One Thousand Five Hundred Fourteen and 10/100 dollars ($271,514.10), including a 10% contingency, for the construction of the BRINSAP Channel Repairs is hereby approved.

SECTION 3.

Additional funding in the amount of $21,623.09 (Twenty-One Thousand Six Hundred Twenty-Three and 09/100 Dollars) for, survey, or material testing services is hereby approved.

SECTION 4.

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

SECTION 5.

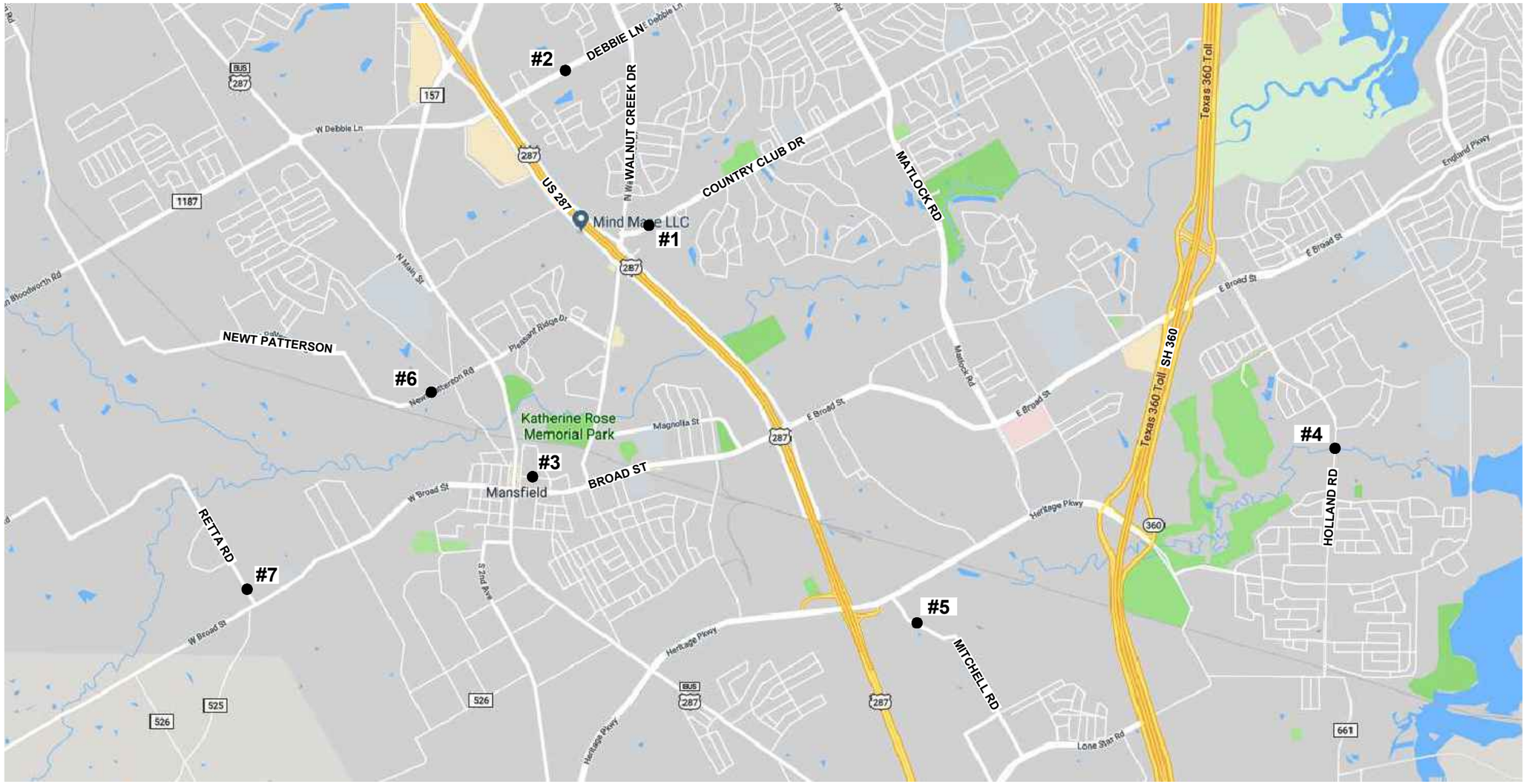
This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 8TH DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

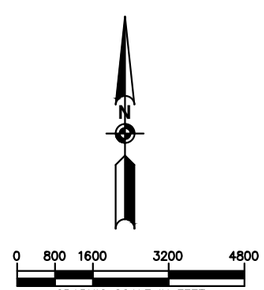
_____
Susana Marin, City Secretary



OVERALL BRIDGE MAP

BRIDGE KEY

#1	COUNTRY CLUB DRIVE OVER HOGPEN BRANCH
#2	DEBBIE LANE OVER HOGPEN BRANCH
#3	ELM STREET OVER TRIB TO WALNUT CREEK
#4	HOLLAND ROAD OVER LOWE BRANCH
#5	S. MITCHELL ROAD OVER LOWE BRANCH
#6	NEWT PATTERSON ROAD OVER TRIB TO WALNUT CREEK
#7	RETTA-MANSFIELD ROAD OVER TRIB TO WALNUT CREEK



Parkhill
TBAE # BR 743; TBPE # F-560; TBPLS # 10194091
640 TAYLOR STREET, SUITE 1900
FORT WORTH, TEXAS 76102
682-399-6440

MANSFIELD TEXAS

CITY OF MANSFIELD
BRINSAP CHANNEL REPAIRS

PARKHILL, SMITH & COOPER, INC. F-560
STATE OF TEXAS
JOSEPH E. BRADLEY
59235
LICENSED PROFESSIONAL ENGINEER
04/20/2026

DATE:	APRIL 20, 2026
REVISED:	
STATUS:	BID
DESIGN BY:	JEB
DRAWN BY:	
JOB No.	01098318.00

OVERALL MAP

BAR IS ONE INCH LONG ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.
1"

SHEET No.
2

BID TABULATION
MANSFIELD BRINSAP CHANNEL REPAIR PROJECT
DATE: MAY 12, 2026

BRIDGE #1 - COUNTRY CLUB DRIVE @ HOGPEN BRANCH (6-10'x10' - 90 LF) — **PAGE 1**

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
101	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$4,750.00	$4,750.00	$4,500.00	$4,500.00	$15,000.00	$15,000.00
102	TRAFFIC CONTROL	LS	1	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$14,000.00	$14,000.00
103	INSTALL TEMPORARY COFFERDAM	LS	1	$11,300.00	$11,300.00	$4,000.00	$4,000.00	$2,000.00	$2,000.00
104	FURNISH & COMPACT FILL	CY	160	$48.00	$7,680.00	$40.00	$6,400.00	$43.75	$7,000.00
105	FURNISH & INSTALL FLOWABLE FILL	CY	40	$340.00	$13,600.00	$600.00	$24,000.00	$300.00	$12,000.00
106	12" GABION MATTRESS	SY	77	$200.00	$15,400.00	$136.00	$10,472.00	$80.00	$6,160.00
107	3' x 3' GABION BASKET	CY	84	$395.00	$33,180.00	$390.00	$32,760.00	$145.00	$12,180.00
108	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$2,200.00	$2,200.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
109	REMOVE SEDIMENT FROM BOX CULVERT	CY	150	$45.00	$6,750.00	$110.00	$16,500.00	$50.00	$7,500.00
	BASE BID SUBTOTAL - BRIDGE #1				**$99,360.00**		**$105,132.00**		**$78,840.00**

BRIDGE #2 - DEBBIE LANE @ HOGPEN BRANCH (8-10'x10' - 125 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
201	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$1,200.00	$1,200.00	$2,300.00	$2,300.00	$13,000.00	$13,000.00
202	TRAFFIC CONTROL	LS	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$14,000.00	$14,000.00
203	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$3,000.00	$3,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
204	REMOVE SEDIMENT FROM BOX CULVERT	CY	370	$45.00	$16,650.00	$110.00	$40,700.00	$50.00	$18,500.00
	BASE BID SUBTOTAL - BRIDGE #2				**$23,350.00**		**$50,000.00**		**$48,500.00**

BRIDGE #3 - ELM STREET @ WALNUT CREEK (3-10'x10' - 32 LF) — PROPOSAL - $51,500.00

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
301	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$1,380.00	$1,380.00	$1,500.00	$1,500.00	$13,000.00	$13,000.00
302	TRAFFIC CONTROL	LS	1	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$14,000.00	$14,000.00
303	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$4,550.00	$4,550.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
304	FURNISH & COMPACT FILL	CY	20	$48.00	$960.00	$40.00	$800.00	$50.00	$1,000.00
305	INSTALL 12" GABION MATTRESS	SY	42	$200.00	$8,400.00	$136.00	$5,712.00	$80.00	$3,360.00
306	INSTALL GABION BASKETS	CY	21	$405.00	$8,505.00	$390.00	$8,190.00	$145.00	$3,045.00
	BASE BID SUBTOTAL - BRIDGE #3				**$27,795.00**		**$21,702.00**		**$37,405.00**

BRIDGE #4 - HOLLAND ROAD @ LOWE BRANCH (6-10'x10' - 32 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
401	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,400.00	$2,400.00	$2,000.00	$2,000.00	$13,000.00	$13,000.00
402	TRAFFIC CONTROL	LS	1	$4,800.00	$4,800.00	$2,000.00	$2,000.00	$14,000.00	$14,000.00
403	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
404	REMOVE SEDIMENT FROM BOX CULVERTS	CY	80	$45.00	$3,600.00	$110.00	$8,800.00	$50.00	$4,000.00
405	INSTALL 12" GABION MATTRESS	SY	86	$200.00	$17,200.00	$136.00	$11,696.00	$80.00	$6,880.00
406	INSTALL GABION BASKETS	CY	44	$390.00	$17,160.00	$390.00	$17,160.00	$145.00	$6,380.00
	BASE BID SUBTOTAL - BRIDGE #4				**$48,660.00**		**$45,156.00**		**$47,260.00**

BRIDGE #5 - S. MITCHELL ROAD @ LOWE BRANCH (3-10'x10' - 34 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
501	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$13,000.00	$13,000.00
502	TRAFFIC CONTROL	LS	1	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$14,000.00	$14,000.00
503	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$4,900.00	$4,900.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
	BASE BID SUBTOTAL - BRIDGE #5				**$7,700.00**		**$6,500.00**		**$30,000.00**

BRIDGE #6 - NEWT PATTERSON ROAD @ WALNUT CREEK (4-6'x5' - 26 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
601	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$13,000.00	$13,000.00
602	TRAFFIC CONTROL	LS	1	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$14,000.00	$14,000.00
603	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00
604	FURNISH & INSTALL COMPACTED FILL	CY	2	$48.00	$96.00	$40.00	$80.00	$500.00	$1,000.00
605	INSTALL 12" GABION MATTRESS	SY	39	$200.00	$7,800.00	$140.00	$5,460.00	$80.00	$3,120.00
606	INSTALL GABION BASKETS	CY	17	$415.00	$7,055.00	$390.00	$6,630.00	$145.00	$2,465.00
	BASE BID SUBTOTAL - BRIDGE #6				**$23,651.00**		**$18,870.00**		**$36,585.00**

BRIDGE #7 - RETTA-MANSFIELD ROAD @ WALNUT CREEK (2-7'x6' - 49 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	PREMIER SITE SERVICES UNIT COST	PREMIER SITE SERVICES AMOUNT	BERNAL COMM. CONST. UNIT COST	BERNAL COMM. CONST. AMOUNT	IRON T CONST. INC. UNIT COST	IRON T CONST. INC. AMOUNT
701	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$1,000.00	$1,000.00	$800.00	$800.00	$13,000.00	$13,000.00
702	TRAFFIC CONTROL	LS	1	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$14,000.00	$14,000.00
703	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$4,800.00	$4,800.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
704	SAWCUT & REMOVE EX. CONCRETE	SY	3	$250.00	$750.00	$100.00	$300.00	$335.00	$1,005.00
705	INSTALL 12" GABION MATTRESS	SY	18	$205.00	$3,690.00	$136.00	$2,448.00	$80.00	$1,440.00
706	INSTALL GABION BASKETS	CY	5	$415.00	$2,075.00	$390.00	$1,950.00	$145.00	$725.00
	BASE BID SUBTOTAL - BRIDGE #7				**$16,315.00**		**$8,498.00**		**$33,170.00**
	TOTAL BASE BID				**$246,831.00**		**$255,858.00**		**$311,760.00**
							PROPOSAL - $257,358.00		

CORRECTED VALUE: THERE WAS A RANDOM $1,500 IN THE SPREADSHEET THAT WAS ADDED TO TOTAL.

BID TABULATION
MANSFIELD BRINSAP CHANNEL REPAIR PROJECT
DATE: MAY 12, 2026

BRIDGE #1 - COUNTRY CLUB DRIVE @ HOGPEN BRANCH (6-10'x10' - 90 LF) — **PAGE 2**

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
101	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$21,800.00	$21,800.00
102	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
103	INSTALL TEMPORARY COFFERDAM	LS	1	$10,204.00	$10,204.00	$11,000.00	$11,000.00	$11,400.00	$11,400.00
104	FURNISH & COMPACT FILL	CY	160	$200.00	$32,000.00	$140.00	$22,400.00	$40.00	$6,400.00
105	FURNISH & INSTALL FLOWABLE FILL	CY	40	$360.00	$14,400.00	$600.00	$24,000.00	$190.00	$7,600.00
106	12" GABION MATTRESS	SY	77	$400.00	$30,800.00	$200.00	$15,400.00	$160.00	$12,320.00
107	3' x 3' GABION BASKET	CY	84	$400.00	$33,600.00	$600.00	$50,400.00	$620.00	$52,080.00
108	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$25,000.00	$25,000.00	$18,450.00	$18,450.00
109	REMOVE SEDIMENT FROM BOX CULVERT	CY	150	$125.00	$18,750.00	$75.00	$11,250.00	$50.00	$7,500.00
	BASE BID SUBTOTAL - BRIDGE #1				**$164,863.00**		**$170,450.00**		**$138,650.00**

BRIDGE #2 - DEBBIE LANE @ HOGPEN BRANCH (8-10'x10' - 125 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
201	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$25,275.00	$25,275.00
202	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
203	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$18,000.00	$18,000.00	$27,000.00	$27,000.00
204	REMOVE SEDIMENT FROM BOX CULVERT	CY	370	$125.00	$46,250.00	$75.00	$27,750.00	$89.00	$32,930.00
	BASE BID SUBTOTAL - BRIDGE #2				**$70,359.00**		**$56,750.00**		**$86,305.00**

BRIDGE #3 - ELM STREET @ WALNUT CREEK (3-10'x10' - 32 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
301	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$18,850.00	$18,850.00
302	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
303	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$14,200.00	$14,200.00
304	FURNISH & COMPACT FILL	CY	20	$200.00	$4,000.00	$140.00	$2,800.00	$40.00	$800.00
305	INSTALL 12" GABION MATTRESS	SY	42	$400.00	$16,800.00	$200.00	$8,400.00	$265.00	$11,130.00
306	INSTALL GABION BASKETS	CY	21	$400.00	$8,400.00	$600.00	$12,600.00	$1,335.00	$28,035.00
	BASE BID SUBTOTAL - BRIDGE #3				**$53,309.00**		**$69,800.00**		**$74,115.00**

BRIDGE #4 - HOLLAND ROAD @ LOWE BRANCH (6-10'x10' - 32 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
401	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$25,675.00	$25,675.00
402	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
403	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$28,000.00	$28,000.00	$5,000.00	$5,000.00
404	REMOVE SEDIMENT FROM BOX CULVERTS	CY	80	$125.00	$10,000.00	$75.00	$6,000.00	$60.00	$4,800.00
405	INSTALL 12" GABION MATTRESS	SY	86	$400.00	$34,400.00	$200.00	$17,200.00	$155.00	$13,330.00
406	INSTALL GABION BASKETS	CY	44	$400.00	$17,600.00	$600.00	$26,400.00	$900.00	$39,600.00
	BASE BID SUBTOTAL - BRIDGE #4				**$86,109.00**		**$88,600.00**		**$89,505.00**

BRIDGE #5 - S. MITCHELL ROAD @ LOWE BRANCH (3-10'x10' - 34 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
501	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$21,800.00	$21,800.00
502	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
503	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$17,000.00	$17,000.00	$10,000.00	$10,000.00
	BASE BID SUBTOTAL - BRIDGE #5				**$24,109.00**		**$28,000.00**		**$32,900.00**

BRIDGE #6 - NEWT PATTERSON ROAD @ WALNUT CREEK (4-6'x5' - 26 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
601	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$16,850.00	$16,850.00
602	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
603	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$18,000.00	$18,000.00	$16,925.00	$16,925.00
604	FURNISH & INSTALL COMPACTED FILL	CY	2	$200.00	$400.00	$140.00	$280.00	$40.00	$80.00
605	INSTALL 12" GABION MATTRESS	SY	39	$400.00	$15,600.00	$200.00	$7,800.00	$280.00	$10,920.00
606	INSTALL GABION BASKETS	CY	17	$400.00	$6,800.00	$600.00	$10,200.00	$1,125.00	$19,125.00
	BASE BID SUBTOTAL - BRIDGE #6				**$46,909.00**		**$47,280.00**		**$65,000.00**

BRIDGE #7 - RETTA-MANSFIELD ROAD @ WALNUT CREEK (2-7'x6' - 49 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	CAPKO CONC STR LLC UNIT COST	CAPKO CONC STR LLC AMOUNT	GRANITE RE, INC (ERS) UNIT COST	GRANITE RE, INC (ERS) AMOUNT	KLUTZ CONST. LLC UNIT COST	KLUTZ CONST. LLC AMOUNT
701	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$16,850.00	$16,850.00
702	TRAFFIC CONTROL	LS	1	$2,109.00	$2,109.00	$3,000.00	$3,000.00	$1,100.00	$1,100.00
703	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$18,425.00	$18,425.00
704	SAWCUT & REMOVE EX. CONCRETE	SY	3	$572.00	$1,716.00	$350.00	$1,050.00	$400.00	$1,200.00
705	INSTALL 12" GABION MATTRESS	SY	18	$400.00	$7,200.00	$200.00	$3,600.00	$520.00	$9,360.00
706	INSTALL GABION BASKETS	CY	5	$400.00	$2,000.00	$600.00	$3,000.00	$1,820.00	$9,100.00
	BASE BID SUBTOTAL - BRIDGE #7				**$35,025.00**		**$38,650.00**		**$56,035.00**
	TOTAL BASE BID				**$480,683.00**		**$499,530.00**		**$542,510.00**

BID TABULATION
MANSFIELD BRINSAP CHANNEL REPAIR PROJECT
DATE: MAY 12, 2026

BRIDGE #1 - COUNTRY CLUB DRIVE @ HOGPEN BRANCH (6-10'x10' - 90 LF) — **PAGE 3**

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
101	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
102	TRAFFIC CONTROL	LS	1	$3,800.00	$3,800.00		$0.00		$0.00
103	INSTALL TEMPORARY COFFERDAM	LS	1	$18,000.00	$18,000.00		$0.00		$0.00
104	FURNISH & COMPACT FILL	CY	160	$80.00	$12,800.00		$0.00		$0.00
105	FURNISH & INSTALL FLOWABLE FILL	CY	40	$250.00	$10,000.00		$0.00		$0.00
106	12" GABION MATTRESS	SY	77	$300.00	$23,100.00		$0.00		$0.00
107	3' x 3' GABION BASKET	CY	84	$500.00	$42,000.00		$0.00		$0.00
108	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$11,000.00	$11,000.00		$0.00		$0.00
109	REMOVE SEDIMENT FROM BOX CULVERT	CY	150	$130.00	$19,500.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #1				**$160,200.00**		**$0.00**		**$0.00**

BRIDGE #2 - DEBBIE LANE @ HOGPEN BRANCH (8-10'x10' - 125 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
201	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
202	TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00		$0.00		$0.00
203	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$25,000.00	$25,000.00		$0.00		$0.00
204	REMOVE SEDIMENT FROM BOX CULVERT	CY	370	$180.00	$66,600.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #2				**$114,600.00**		**$0.00**		**$0.00**

BRIDGE #3 - ELM STREET @ WALNUT CREEK (3-10'x10' - 32 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
301	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
302	TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00		$0.00		$0.00
303	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$13,000.00	$13,000.00		$0.00		$0.00
304	FURNISH & COMPACT FILL	CY	20	$80.00	$1,600.00		$0.00		$0.00
305	INSTALL 12" GABION MATTRESS	SY	42	$400.00	$16,800.00		$0.00		$0.00
306	INSTALL GABION BASKETS	CY	21	$600.00	$12,600.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #3				**$67,000.00**		**$0.00**		**$0.00**

BRIDGE #4 - HOLLAND ROAD @ LOWE BRANCH (6-10'x10' - 32 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
401	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
402	TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00		$0.00		$0.00
403	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$16,000.00	$16,000.00		$0.00		$0.00
404	REMOVE SEDIMENT FROM BOX CULVERTS	CY	80	$250.00	$20,000.00		$0.00		$0.00
405	INSTALL 12" GABION MATTRESS	SY	86	$550.00	$47,300.00		$0.00		$0.00
406	INSTALL GABION BASKETS	CY	44	$900.00	$39,600.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #4				**$145,900.00**		**$0.00**		**$0.00**

BRIDGE #5 - S. MITCHELL ROAD @ LOWE BRANCH (3-10'x10' - 34 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
501	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
502	TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00		$0.00		$0.00
503	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$25,000.00	$25,000.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #5				**$48,000.00**		**$0.00**		**$0.00**

BRIDGE #6 - NEWT PATTERSON ROAD @ WALNUT CREEK (4-6'x5' - 26 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
601	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
602	TRAFFIC CONTROL	LS	1	$5,000.00	$5,000.00		$0.00		$0.00
603	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$16,000.00	$16,000.00		$0.00		$0.00
604	FURNISH & INSTALL COMPACTED FILL	CY	2	$4,500.00	$9,000.00		$0.00		$0.00
605	INSTALL 12" GABION MATTRESS	SY	39	$600.00	$23,400.00		$0.00		$0.00
606	INSTALL GABION BASKETS	CY	17	$1,100.00	$18,700.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #6				**$92,100.00**		**$0.00**		**$0.00**

BRIDGE #7 - RETTA-MANSFIELD ROAD @ WALNUT CREEK (2-7'x6' - 49 LF)

ITEM NO.	DESCRIPTION	UNITS	QTY	GROD CONST. LLC UNIT COST	GROD CONST. LLC AMOUNT		AMOUNT		AMOUNT
701	MOBILIZATION, BONDS & INSURANCE (5%)	LS	1	$20,000.00	$20,000.00		$0.00		$0.00
702	TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00		$0.00		$0.00
703	REMOVE DEBRIS FROM CULVERT & CHANNEL	LS	1	$16,000.00	$16,000.00		$0.00		$0.00
704	SAWCUT & REMOVE EX. CONCRETE	SY	3	$800.00	$2,400.00		$0.00		$0.00
705	INSTALL 12" GABION MATTRESS	SY	18	$650.00	$11,700.00		$0.00		$0.00
706	INSTALL GABION BASKETS	CY	5	$1,700.00	$8,500.00		$0.00		$0.00
	BASE BID SUBTOTAL - BRIDGE #7				**$61,600.00**		**$0.00**		**$0.00**
	TOTAL BASE BID				**$689,400.00**		**$0.00**		**$0.00**

City of Mansfield
Staff Report

Item ID: 26-2331

Agenda Date: June 8, 2026

Title
26-2331: Resolution – A Resolution of the City Council of the City of Mansfield, Texas Approving Amendment #3 of a Professional Services Contract Between the City of Mansfield, Texas and Parkhill, Inc. in an Amount Not to Exceed $84,300 for Landscape Architecture Services at the 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.

Due to growing residential development, population growth, location along the WCLT, and proximity to Downtown Mansfield, these two parks are increasingly being utilized. To support this increased usage, these parks require rehabilitation and overall improvement of park amenities. 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 40.72-acre area of parkland. Parkhill performed a site opportunities evaluation, facilitated community input, and prepared the phased, master development plan.

On January 27, 2025, the City Council approved a professional services contract with Parkhill, Inc. for landscape architecture services in an amount not to exceed $250,000. Since the execution of the contract, two contract amendments have been executed in the total amount of $39,995 to create an updated flood study, provide coordination services with the Texas Historical Commission, and additional coordination meetings during the plan and permit review process with the City.

Through that review process, the City has requested re-design services related to stormwater drainage, water quality treatment, terraced seating areas along the park's eastern border, and renderings of these improvements. Parkhill submitted a request for contract amendment #3 in an amount not to exceed $84,300 for these additional services as shown in Exhibit A.

Strategic Initiative
Develop Strong Economy
Building Strong Neighborhoods
Provide a Safe Community

Improve City Wide Mobility
Focus on the Future

Recommendation
Approve Resolution

Funding Source
MPFDC 1/2 cent sales tax.

Prepared By
Matt Young, Executive Director of Community Services - (817) 728-3397

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING AMENDMENT #3 OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TEXAS AND PARKHILL, INC. IN AN AMOUNT NOT TO EXCEED $84,300 FOR LANDSCAPE ARCHITECTURE SERVICES AT THE 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 City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City is currently working towards implementing phase two of the re-development master plan for Katherine Rose Memorial Park (the "Project"); and,

WHEREAS, on January 27, 2025, the City approved a professional services contract with Parkhill, Inc. for landscape architecture services at the Hardy Allmon Soccer Complex in the amount not to exceed $250,000; and,

WHEREAS, on August 27, 2025, contract amendment #1 in the amount of $32,995 was executed to provide an updated flood study and coordination services with the Texas Historical Commission; and,

WHEREAS, on October 20, 2025, contract amendment #2 in the amount of $7,000 was executed to provide additional compensation for the additional meetings that resulted from the city plan and permit review process; and,

WHEREAS, Parkhill, Inc. has submitted a request for contract amendment #3 for additional professional services for the Katherine Rose Memorial Park project in an amount not to exceed $84,300; and,

WHEREAS, funding for this project is available in the FY2025-2026 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 City Council 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 CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

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

SECTION 2.

Amendment #3 of a professional services contract with Parkhill, Inc. in an amount not to exceed Eighty-Four Thousand Three Hundred and no/100 dollars ($84,300) for professional services for improvements at Katherine Rose Memorial Park, in substantially the same form as Exhibit A, attached, is hereby approved.

SECTION 3.

The City Manager, or his designee, is hereby authorized to execute any documents and take such actions as may be necessary to carry out the intent of his Resolution.

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 8TH DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

Parkhill

May 12, 2026

Mr. James Fish
Park Planning Manager
Parks & Recreation Department
City of Mansfield
1164 Matlock Road
Mansfield, Texas 76063

Re: AMENDMENT 003 to the Agreement for Professional Services Agreement
dated January 17, 2025, for Hardy Allmon Sports Complex - Park Improvements
Project Address: Hardy Allmon Sports Complex - 310 N. Walnut Creek Drive

Dear Mr. Fish:

CITY OF MANSFIELD (CLIENT) and PARKHILL (A/E) amend the referenced Agreement as follows:
The CLIENT has requested that the A/E amend the refenced agreement and provide the following additional services:

- Water Quality / Concept Feasibility Analysis
- Water Quality / Drainage Implementation
- Hill / Viewing Area Redesign and Rendering
- Additional Renderings Allowance

For the areas defined in the following Scope of Work and Exhibits

SCOPE OF WORK

Task 01 – Water Quality / Concept Feasibility Analysis

Task includes a concept used for feasibility analysis of one (1) drainage and water treatment approach as outlined by Exhibit A, including opinion of probable construction costs. One (1) virtual meeting with Staff to review the approach. Parks Department, Stormwater Coordinator, and Engineering shall approve the concept approach with feasibility analysis and opinion of probable construction cost and provide any other comments prior to Parkhill proceeding with the system design in the revised construction document set. See attached Exhibit A containing the approach discussed with Staff and will serve as a basis of the feasibility and analysis.

Task 02 – Water Quality / Drainage Implementation

Task includes implementation of selected water quality and drainage best management practice for the construction documents set including the following: water quality calculations, storm system design revisions, potential offsite drainage impacts which could require erosion control [Mansfield ISD football stadium parking lot], grading revisions, planting and irrigation revisions accommodating the required drainage changes, and opinion of probable construction cost. One (1) virtual meeting with Staff included.

Task 03 – Hill / Viewing Area Redesign and Rendering

Task includes a redesign of the terraced retaining wall located on the east side of Hardy Allmon South Sports Complex (HAS). Design the terraced hillside to include a three-tier viewing area with the lower tier being 4’ wide and subsequent viewing area tiers being 6’ to 8’ wide. Each terrace will have a short wall providing an elevation change of no greater than 12” and shall provide skateboard deterrent design. Relocate back retaining wall further east into the slope to allow for one additional terrace. Wall redesign

shall be a concrete structure with stone veneer and cap stone. Provide updated planting design in terraces to include natural turf, shade trees, and irrigation.

Deliverables include one (1) plan view update and site section to analyze the feasibility of the design change. Parks Department shall approve the design concept and provide any other comments. Once approved and all comments are received, Parkhill will provide one (1) sketchup modeled rendering of the wall system and revise the construction document set. The model and render style will be a mid-level sketchup graphic demonstrating the basic color, scale, geometry of the walls and terraces set into the slope. Upper eastern most retaining wall and concrete flume must remain in place to collect offsite drainage prior to flowing over the wall and onto the site. If upper eastern most retaining wall is removed from project, additional services will be assessed at that time due to additional impacts to drainage design and grading extents. One (1) virtual meeting with Staff included.

Task 04 – Additional Renderings Allowance

Task includes up to two (2) additional rendered images demonstrating the basic color, scale, geometry of the basketball court plaza or additional wall features. Modeling efforts requested outside the basketball plaza and eastern retaining wall will be considered an additional service and addressed at that time. One (1) virtual meeting with Staff included.

EXCLUSIONS

- Off Site Topographic Survey - Any offsite topographic survey to be provided by Owner, unless requested to be added to the A/E scope.
- Any offsite drainage improvement design or study. Offsite drainage improvement design or study would be considered an additional service.

COMPENSATION:

	Selected Services
Amendment 003: **(HAN & HAS) – Park Improvements**	
Task 01 - Water Quality / Concept Feasibility Analysis	$ 17,000.00
Task 02 - Water Quality / Drainage Implementation	$ 42,800.00
Task 03 – Hill / Viewing Area Redesign and Rendering	$ 16,500.00
Task 04 - Additional Renderings Allowance	$ 8,000.00
TOTAL AMENDMENT 003	**$ 84,300.00**

SCHEDULE:

The Project design schedule will be impacted, A/E will provide updated schedule upon Amendment approval. 90% design comments received from Owner 03/30/2026 will be addressed after Task 01 of Amendment 003 is complete.

Except as expressly modified herein, no other provisions of the Agreement between A/E and CLIENT are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between A/E and CLIENT, concerning the subject matter thereof.

This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

ACCEPTANCE OF AMENDMENT BETWEEN CLIENT AND PARKHILL

Acceptance of this Amendment is indicated by an authorized agent of the CLIENT and A/E signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL (A/E)

Signature: 

Name: Chad Davis

Title: Director of Landscape Architecture, Partner

CITY OF MANSFIELD (CLIENT)

Signature: _____

Name: _____

Title: _____

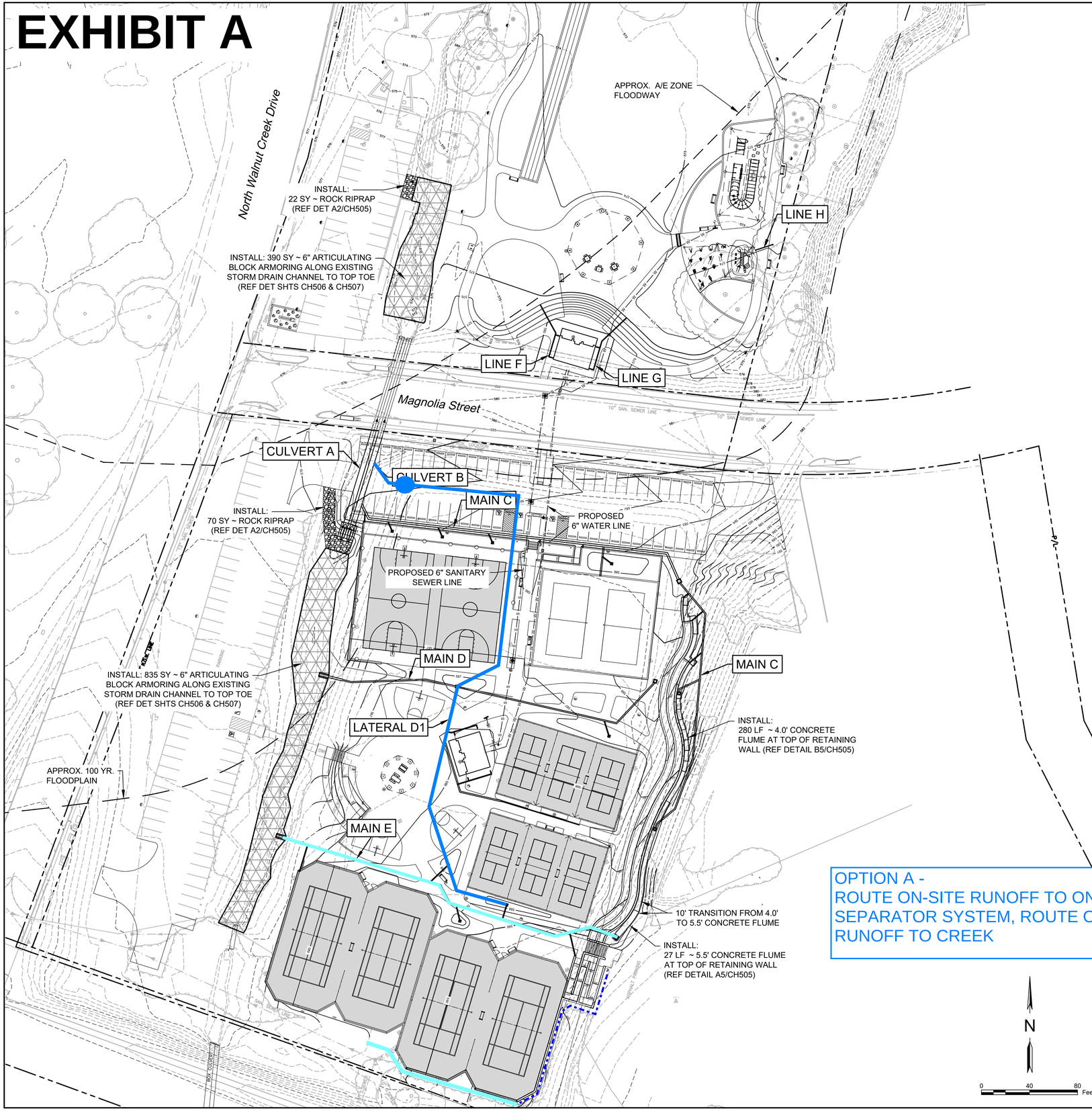
Date: _____

LB/ilc

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas."

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EXHIBIT A



EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH CITY OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

CONTROL POINTS

	DESCRIPTION	NORTHING	EASTING	ELEVATION
CP1	1/2" IRON ROD	6891808.294380	2388974.816780	593.9600
CP2	MAG NAIL	6891758.988470	2389513.655430	603.7900
CP3	'X' IN CONC.	6892253.402790	2389167.585910	578.2000
CP4	1/2" IRON ROD	6892260.232000	2389570.599000	581.6200
CP5	1/2" IRON ROD	6892575.979000	2389280.723000	573.1400

SURVEY & CONTROL POINTS USE NAVD88 DATUM

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- PROPOSED STORM DRAIN
- ROCK RIPRAP
- CHANNEL ARMORING

OPTION A -
ROUTE ON-SITE RUNOFF TO ONE SEPARATOR SYSTEM, ROUTE OFF-SITE RUNOFF TO CREEK

GENERAL NOTE:
EXHIBITS, AS SHOWN IN COLOR, REFLECT APPROACH TO REDESIGN THE STORM SYSTEM PREVIOUSLY DISCUSSED WITH CITY STAFF.
STORM SYSTEM DESIGN SHOWN AS PART OF 90% REVIEW SUBMISSION WOULD REQUIRE COMPLETE REDESIGN.
* 90% DESIGN REVIEW DRAINAGE PLAN IS SHOWN ON THE EXHIBIT AS A REFERENCE ONLY.

Parkhill

THIS DOCUMENT IS RELEASED ON NOVEMBER 24, 2025 FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LARRY D. STONE, P.E., TEXAS LICENSE #42252.
IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
PARKHILL SMITH & COOPER, INC. F-560

Parkhill.com

Rose Park Phase II Improvements

MANSFIELD PARKS & RECREATION

CLIENT
City of Mansfield

310 North Walnut Creek Drive
Mansfield, TX 76063

PROJECT NO.
44769.24

KEY PLAN

#	DATE	DESCRIPTION
2	11/24/2025	90% Construction Documents
1	08/22/2025	100% Design Development

Overall Drainage Plan

CH101

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City of Mansfield
Staff Report

Item ID: 26-2308

Agenda Date: June 8, 2026

Title
26-2308: Minutes - Approval of the May 26, 2026 Regular City Council Meeting Minutes

Description/History
The minutes of the May 26, 2026 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Strategic Initiative
N/A

Recommendation
Approval of the minutes by the Council.

Funding Source
N/A

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

City Council - Regular Meeting Minutes
May 26, 2026 - 3:00 PM
Draft
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 3:00 p.m.

Present: Michael Evans, Todd Tonore, Larry Broseh, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons

2. PROCLAMATION

Building Safety Month

Mayor Evans read and presented the proclamation to Building Safety staff.

3. RECOGNITION

Mansfield Youth Council

Mayor Evans and the City Council recognized the Mansfield Youth Council for their service over the last year. The graduating seniors on the Youth Council spoke on their college plans and what the Youth Council has meant to them.

Spring 2026 City Interns

Mayor Evans and the City Council recognized the students for completing the Spring 2026 City Internship Program.

4. WORK SESSION

2024 I-Codes Adoption Update

Clayton Comstock, Executive Director of Planning and Development, introduced the item. Chris Valtierra, Chief Building Official, provided an update on the adoption of the 2024 Building Codes and the 2026 National Electrical Code and answered Council questions.

Discussion Regarding the May 26, 2026 Consent Agenda Items

Raymond Coffman, Director of Engineering Services, presented and answered Council questions on agenda items 26-2238, 26-2240, and 26-2241, James Rogge, Assistant Director of Public Works - Streets & Traffic, presented agenda item 26-2243. Matt Young, Executive Director of Community Services, presented agenda item 26-2244. Casey Lewis, Executive Project Manager, presented agenda item 26-2249.

5. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to

convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:43 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 3:48 p.m. Mayor Evans recessed the executive session at 6:05 p.m.

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

i. Seek Advice of the City Attorney Regarding Contract Negotiations

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

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

i. Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

D. Deliberations Regarding Security Devices or Security Audits Pursuant to Section 551.076

i. Deliberations to Discuss Deployment, or Specific Occasions for Implementation, of Security Personnel or Devices at City Hall and Other City-Related Events

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

i. Economic Development Project #21-33

ii. Economic Development Project #22-24

iii. Economic Development Project #23-08

iv. Economic Development Project #23-09

v. Economic Development Project #23-13

vi. Economic Development Project #24-06

vii. Economic Development Project #25-07

viii. Economic Development Project #26-02

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

Mayor Evans reconvened the meeting into regular business session at 6:11 p.m.

7. INVOCATION

Pastor Dian Ligon, Rehoboth Revival Center International, gave the Invocation.

8. PLEDGE OF ALLEGIANCE

Council Member Broseh led the Pledge of Allegiance.

9. TEXAS PLEDGE

Council Member Simmons led the Texas Pledge.

10. ACKNOWLEDGEMENT OF SERVICE

Larry Broseh

Council Member Broseh was acknowledged for his 24 years of service on the Mansfield City Council. Mayor Evans, the City Council, and Joe Smolinski, City Manager, made remarks. David Cook, State Representative, presented Council Member Broseh with a State Resolution acknowledging his 24 years of service and for being the longest serving Council Member in Mansfield's history. Mike Ross, Fire Chief; Tracy Aaron, Police Chief; Adam Stark, Interim Executive Director of Public Works; and Rachel Ickert, Chief Engineering Officer of the Tarrant Regional Water District, all presented Council Member Broseh with tokens of appreciation for his service. Next, Mayor Evans revealed the "Councilman Larry Broseh Plaza" at the new City Hall in honor of Council Member Broseh. Matt Jones, Assistant City Manager, and Joe Smolinski presented Council Member Broseh and his wife Cindy with tokens of appreciation. Council Member Broseh spoke on his family in attendance, his service on the City Council, shared words from his mentor and lessons he's learned, and expressed his appreciation for everyone.

11. CEREMONIAL OATH OF OFFICE

Todd Tonore
Jim Vaszauskas

Mayor Pro Tem Tonore and Council Member-Elect Jim Vaszauskas took the Oath of Office. Council Member Vaszauskas spoke.

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

12. ELECTION OF MAYOR PRO TEM

Susana Marin dispersed ballots to the City Council for the election of Mayor Pro Tem. After the votes were tallied, Mayor Evans announced the winner of the Election for Mayor Pro Tem as Todd Tonore.

13. CITIZEN COMMENTS

Citizens wishing to address the Council on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not

expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK. All comments are limited to five (5) minutes.

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

Tom Corbin, P.O. Box 237 - Mr. Corbin spoke regarding agenda item 26-2267.

Cory Meeder, 1613 Valleywood Trail - Mr. Meeder spoke regarding agenda item 26-2217.

Oliver Ritim, 1602 Arborcreek Trail - Mr. Ritim spoke regarding agenda item 26-2217.

Gary Cardinale, 5 Velvet Court - Mr. Cardinale spoke regarding the homestead exemption, tax rate, multi-generational community center, tax relief, and public hearings.

Dr. Tina Jenkins, 1509 Valleywood Trail - Dr. Jenkins spoke regarding agenda item 26-2217.

Brandle Smith, 1507 Valleywood Trail - Ms. Smith spoke regarding agenda item 26-2217.

Luke Maxwell, 7672 Rendon New Hope Road - Mr. Maxwell introduced himself and spoke regarding his internship with MCIII Development Group.

Mike Leyman, 1202 Fairhaven Drive - Mr. Leyman spoke regarding agenda item 26-2267.

James Sellers, 1612 Arborcreek Trail - Mr. Sellers spoke regarding agenda item 26-2217.

Carly Sims, 801 Lake Carolyn Parkway, Irving, Texas - Ms. Sims expressed her appreciation to the City Council.

14. COUNCIL COMMENTS

Council Member Fresquez spoke on the Veterans Memorial Ribbon Cutting and Dedication event.

Council Member Newsom spoke on the Veterans Memorial Ribbon Cutting and Dedication event and congratulated Courtney Lackey Wilson on her 15 years of service to the Mansfield Independent School District.

Mayor Evans spoke on the Veterans Memorial Ribbon Cutting and Dedication event. He thanked the Veterans Memorial Foundation for their work on the project and commented on the freedoms we experience living in this country.

15. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

Joe Smolinski sincerely thanked City Council for the honor bestowed upon his family at the

Veterans Memorial. After reflection, the Smolinski family unanimously agreed that while they are deeply honored to have a pavilion at the Veterans Memorial named in their family's honor for the service they've given, they would be humbled to have it renamed the "Gold Star Pavilion" dedicated to the families who borne an unimaginable sacrifice of losing a loved one in service to our nation.

iii. Departmental Updates

16. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

17. CONSENT AGENDA

26-2238: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Approving Professional Services Contracts between the City of Mansfield, Texas and LJA Engineering, Inc. for Design Services and Brittain & Crawford, LLC for Surveying Services, and Approving Funding in an Amount Not to Exceed $1,140,100.00 for Design of the 20-inch SH 360 Water Line; Finding That the Meeting at Which This Resolution Is Passed Is Open to the Public as Required by Law; And Declaring an Effective Date (Utility Fund)

Presenters: Raymond Coffman, Director of Engineering Services
Attachments:

1. Resolution
2. Exhibit A
3. Exhibit B
4. Project Exhibit

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING PROFESSIONAL SERVICES CONTRACTS BETWEEN THE CITY OF MANSFIELD, TEXAS AND LJA ENGINEERING, INC. FOR DESIGN SERVICES AND BRITTAIN & CRAWFORD, LLC FOR SURVEYING SERVICES, AND APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $1,140,100.00 FOR THE DESIGN OF THE 20-INCH SH 360 WATER LINE; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY FUND)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4546-26

26-2240: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract between the City of Mansfield, Texas, and BGE, Inc., and Survey Services with Brittain and Crawford, LLC, in an amount not to

exceed $665,478 for the Design of Elm Street and Brown Street (from Smith Street to E. Broad Street); Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Street Bond Fund)

Presenters: Raymond Coffman, Director of Engineering Services
Attachments:

1. Resolution
2. Exhibit A
3. Exhibit B
4. Project Exhibit

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS APPROVING PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TX AND BGE, INC., AND SURVEY SERVICES WITH BRITTAIN AND CRAWFORD, LLC. IN AN AMOUNT NOT TO EXCEED $665,478 FOR THE DESIGN OF ELM STREET AND BROWN STREET (FROM SMITH STREET TO E BROAD STREET); FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4547-26

26-2241: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Approving a Cost Reimbursement Agreement For Water Improvements Between the City of Mansfield, Texas and Ashton Holdings, Inc. in an Amount Not to Exceed $131,681.90; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required By Law; And Declaring an Effective Date (Utility Fund)

Presenters: Raymond Coffman, Director of Engineering Services
Attachments:

1. Resolution
2. Reimbursement Agreement
3. Exhibit A - Location Map and Plan
4. Exhibit B - Cost Breakdown

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A COST REIMBURSEMENT AGREEMENT FOR WATER IMPROVEMENTS BETWEEN THE CITY OF MANSFIELD, TEXAS AND ASHTON HOLDINGS, INC. IN AN AMOUNT NOT TO EXCEED $131,681.90; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (UTILITY FUND)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4548-26

26-2243: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving the Purchase of Concrete in an Amount not to Exceed $190,000.00 from Cornerstone Concrete; 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-Street Maintenance Budget)

Presenters: James Rogge, Assistant Director of Public Works - Streets & Traffic

Attachments:

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING THE PURCHASE OF CONCRETE IN AN AMOUNT NOT TO EXCEED $190,000.00 FROM CORNERSTONE ON-SITE CONCRETE LLC; 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-STREET MAINTENANCE BUDGET)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4549-26

26-2244: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract With Brittain & Crawford, LLC in an Amount Not to Exceed $142,900 for Topographic Survey and Design Detail for Future Hike and Bike Trails at Michael L. Skinner Sports Complex and Forest Brook Linear Trail; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (MPFDC Fund, Park Development Fees)

Presenters: Matt Young, Executive Director of Community Services

Attachments:

1. Resolution

2. Exhibit A
3. Exhibit B

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BRITTAIN & CRAWFORD, LLC IN AN AMOUNT NOT TO EXCEED $142,900 FOR TOPOGRAPHIC SURVEY AND DESIGN DETAIL FOR FUTURE HIKE AND BIKE TRAILS AT MICHAEL L. SKINNER SPORTS COMPLEX AND FOREST BROOK LINEAR TRAIL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (MPFDC FUND, PARK DEVELOPMENT FEES)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4550-26

26-2249: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Funding for Right-of-Way and Easement Acquisition in an Amount Not to Exceed $165,000 for the Heritage Parkway Road Project and an Amount Not to Exceed $170,500 for the Heritage and South Main Intersection Improvement Project; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (General Fund)

Presenters: Casey Lewis, Executive Project Manager
Attachments:
1. Resolution

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

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, APPROVING FUNDING FOR RIGHT-OF-WAY AND EASEMENT ACQUISITION IN AN AMOUNT NOT TO EXCEED $165,000 FOR THE HERITAGE PARKWAY ROAD PROJECT AND AN AMOUNT NOT TO EXCEED $170,500 FOR THE HERITAGE AND SOUTH MAIN INTERSECTION IMPROVEMENT PROJECT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND)

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

Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None

Abstain: 0 None

Resolution Number: RE-4551-26

26-2239: Minutes - Approval of the May 11, 2026 Regular City Council Meeting Minutes

Presenters: Susana Marin, City Secretary

Attachments:

1. 5-11-26 Draft Minutes

A motion was made by Council Member Bounds to approve the minutes of the May 11, 2026 Regular City Council Meeting as presented. Seconded by Mayor Pro Tem Tonore. The motion PASSED by the following vote:

Aye: 7 Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

18. NEW BUSINESS

26-2217: Resolution - A Resolution of the City of Mansfield, Texas, Declaring the Existence of a Public Necessity and Authorizing the City Attorney, or His Designee, and Other City Officials to Take Such Actions as Are Necessary to Acquire Real Property, Being Various Lots Provided Herein Located Within Block 5, Arbors of Creekwood, an Addition to the City of Mansfield, Tarrant County, Texas, According to the Plats Recorded in Cabinet A, Slide 1833, and Cabinet A, Slide 2558, Plat Records, Tarrant County, Texas, by Donation, Purchase, or Exercise of the Power of Eminent Domain for Use by the City for Construction, Installation, Operation, and Maintenance of a Park and Trail System and Related Fixtures to Serve Existing and New Development and Other Public Purposes Permitted by Law; 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: Victor Flores, City Attorney

Attachments:

1. Resolution
2. Exhibit A

Mayor Evans moved this item to the front of New Business. In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 7:42 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 7:45 p.m. Mayor Evans recessed the executive session at 8:15 p.m. and reconvened the meeting into regular business session at 8:17 p.m.

Joe Smolinski made comments regarding the reason Council recessed into executive session regarding this agenda item. Mayor Evans also spoke regarding the item.

Victor Flores, City Attorney, presented the item. He provided the background and events which have led to this agenda item, recommended the item be tabled to allow for further discussion with property owners, and answered Council questions.

A motion was made by Council Member Newsom to table the item until staff or Counsel finds it necessary to bring the item back before Council. Seconded by Council Member Vaszauskas. The motion PASSED by the following vote:

Aye: 7 Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

26-2251: Resolution - A Resolution of the City Of Mansfield, Texas, Declaring the Existence of a Public Necessity and Authorizing the City Attorney, or His Designee, and Other City Officials to Take Such Actions as are Necessary to Acquire Real Property and Easements, Being Located Within Pb George Survey Abstract 299, Tract 7a Pt, 8 (3100 Chambers Street), All Located Within Venus, Johnson County, Texas, by Donation, Purchase, or Exercise of Eminent Domain for Use by the City for the Construction of Permanent Utility Improvements, and Related Facilities and Fixtures to Serve Existing And New Development and for Other Public Purposes Permitted by Law; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Utility Fund)

Presenters: Casey Lewis, Executive Project Manager

Attachments:

1. Resolution
2. Exhibit A

Casey Lewis presented the item.

A motion was made by Council Member Newsom that the City of Mansfield approve this resolution as presented, authorizing the acquisition of necessary property interests located within Pb George Survey Abstract 299, Tract 7a Pt, 8 (also known as 3100 Chambers Street), all located within Venus, Johnson County, Texas, by donation, purchase, or, if necessary, exercise of the power of eminent domain as authorized under the Texas Local Government Code, for the public purpose of constructing, installing, operating, and maintaining the Mountain Peak Sewer Interceptor Project, and related facilities and fixtures to serve existing and new development in Mansfield, Texas:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, DECLARING THE EXISTENCE OF A PUBLIC NECESSITY AND AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNEE, AND OTHER CITY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO ACQUIRE REAL PROPERTY AND EASEMENTS, BEING LOCATED WITHIN PB GEORGE SURVEY ABSTRACT 299, TRACT 7A PT, 8 (3100 CHAMBERS STREET), ALL LOCATED WITHIN VENUS, JOHNSON COUNTY, TEXAS, BY DONATION, PURCHASE, OR EXERCISE OF EMINENT DOMAIN FOR USE BY THE CITY FOR THE CONSTRUCTION OF PERMANENT UTILITY IMPROVEMENTS, AND RELATED FACILITIES AND FIXTURES TO SERVE EXISTING AND NEW DEVELOPMENT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan

Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

Resolution Number: RE-4552-26

26-2252: Resolution - A Resolution of the City Of Mansfield, Texas, Declaring the Existence of a Public Necessity and Authorizing the City Attorney, or His Designee, and Other City Officials to Take Such Actions as are Necessary to Acquire Real Property and Easements, Being Located Within Pb George Survey Abstract 299, Tract 17 (3100 Chambers Street), All Located Within Venus, Johnson County, Texas, by Donation, Purchase, or Exercise of Eminent Domain for Use by the City for the Construction of Permanent Utility Improvements, and Related Facilities and Fixtures to Serve Existing And New Development and for Other Public Purposes Permitted by Law; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (Utility Fund)

Presenters: Casey Lewis, Executive Project Manager

Attachments:

1. Resolution
2. Exhibit A

Casey Lewis presented the item.

A motion was made by Council Member Bounds that the City of Mansfield approve this resolution as presented, authorizing the acquisition of necessary property interests located within Pb George Survey Abstract 299, Tract 17 (also known as 3100 Chambers Street), all located within Venus, Johnson County, Texas, by donation, purchase, or, if necessary, exercise of the power of eminent domain as authorized under the Texas Local Government Code, for the public purpose of constructing, installing, operating, and maintaining the Mountain Peak Sewer Interceptor Project, and related facilities and fixtures to serve existing and new development in Mansfield, Texas:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, DECLARING THE EXISTENCE OF A PUBLIC NECESSITY AND AUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNEE, AND OTHER CITY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO ACQUIRE REAL PROPERTY AND EASEMENTS, BEING LOCATED WITHIN PB GEORGE SURVEY ABSTRACT 299, TRACT 17 (3100 CHAMBERS STREET), ALL LOCATED WITHIN VENUS, JOHNSON COUNTY, TEXAS, BY DONATION, PURCHASE, OR EXERCISE OF EMINENT DOMAIN FOR USE BY THE CITY FOR THE CONSTRUCTION OF PERMANENT UTILITY IMPROVEMENTS, AND RELATED FACILITIES AND FIXTURES TO SERVE EXISTING AND NEW DEVELOPMENT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7 Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None
Abstain: 0 None

Resolution Number: RE-4553-26

26-2268: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Declaring the Existence of a Public Necessity and Authorizing the City Attorney, or His Designee, and Other City Officials to Take Such Actions as Are Necessary to Acquire Real Property and Easements, Being Located Within Thomas J Hanks Survey Abstract 644 Tract 13A01 (Also Known as 700 W. Broad Street), Tract 13A01A (Also Known as 720 W. Broad Street), and Tract 13A (also known as 760 W. Broad Street), all Located Within Mansfield, Tarrant County, Texas, by Donation, Purchase, or Exercise of Eminent Domain for use by the City for the Construction of Sanitary Sewer Line Improvements, Park and Trail System and Public Roadway, and Related Facilities and Fixtures to Serve Existing and New Development and for Other Public Purposes Permitted by Law; 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, Utility Fund, and Bond Fund)

Presenters: Victor Flores, City Attorney
Attachments:
1. Resolution
2. Exhibit A

Victor Flores presented the item.

A motion was made by Council Member Fresquez that the City of Mansfield approve this resolution as presented, authorizing the acquisition of necessary property interests located within Thomas J Hanks Survey Abstract 644 Tract 13A01 (also known as 700 W. Broad Street), Tract 13A01A (also known as 720 W. Broad Street), and Tract 13A (also known as 760 W. Broad Street), Mansfield, Tarrant County, Texas, by donation, purchase, or, if necessary, exercise of the power of eminent domain as authorized under the Texas Local Government Code, for the public purpose of constructing, installing, operating, and maintaining sanitary sewer line improvements, park and trail system and public roadway, and related facilities and fixtures to serve existing and new development in Mansfield, Texas:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, DECLARING THE EXISTENCE OF A PUBLIC NECESSITY ANDAUTHORIZING THE CITY ATTORNEY, OR HIS DESIGNEE, AND OTHER CITY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO ACQUIRE REAL PROPERTY AND EASEMENTS, BEING LOCATED WITHIN THOMAS J HANKS SURVEY ABSTRACT 644 TRACT 13A01 (ALSO KNOWN AS 700 W. BROAD STREET), TRACT 13A01A (ALSO KNOWN AS 720 W. BROAD STREET), AND TRACT 13A (ALSO KNOWN AS 760 W. BROAD STREET), ALL LOCATED WITHIN MANSFIELD, TARRANT COUNTY, TEXAS, BY DONATION, PURCHASE, OR EXERCISE OF EMINENT DOMAIN FOR USE BY THE CITY FOR THE CONSTRUCTION OF SANITARY SEWER LINE IMPROVEMENTS, PARK AND TRAIL SYSTEM AND PUBLIC ROADWAY, AND RELATED FACILITIES AND FIXTURES TO SERVE EXISTING AND NEW DEVELOPMENT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4554-26

26-2267: Resolution - A Resolution of the City of Mansfield, Texas, Amending the Procedural Rules of Council by Which the City Council of Mansfield Conducts its Meetings; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date

Presenters: Victor Flores, City Attorney

Attachments:

1. Resolution
2. Exhibit A

Victor Flores presented the item and answered Council questions.

A motion was made by Council Member Newsom to approve the following resolution with the adoption of Proposal 1 as stated and read:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE PROCEDURAL RULES OF COUNCIL BY WHICH THE CITY COUNCIL OF MANSFIELD CONDUCTS ITS MEETINGS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

Resolution Number: RE-4555-26

19. RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 8:57 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 9:02 p.m. Mayor Evans recessed the executive session at 9:32 p.m

20. RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened the meeting into regular business session at 9:33 p.m.

21. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

There was no action taken.

22. ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 9:34 p.m. Seconded by Council Member Simmons. The motion PASSED by the following vote:

Aye: 7	Michael Evans, Todd Tonore, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas
Nay: 0	None
Abstain: 0	None

_____ Michael Evans, Mayor

ATTEST:

_____ Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2235

Agenda Date: June 8, 2026

Title
26-2235: Ordinance - Public Hearing and First Reading on an Ordinance Considering a Request by Winkelmann & Associates, Inc. for a Zoning Change from PD, Planned Development District to PD, Planned Development District for Commercial Uses, Being 18.604 Acres Located Within the B.F. Howard Survey, Johnson and Ellis County, Bounded by Barrington Way, S. US 287, Hadley Lane, and Approximately 150 Feet South of Ambrose Pkwy (ZC26-003)

Description/History
Existing Use: Vacant
Existing Zoning: PD, Planned Development District

Surrounding Land Use & Zoning:
North – PD, Planned Development; Ambrose Parkway, HOA lot for Somerset Addition
South – PD, Planned Development; Barrington Way, Gas Station/Convenience Store
East – S. US HWY 287
West – PD, Planned Development; Hadley Lane, Single-family Residential

Thoroughfare Plan Specification:
U.S. HWY 287 – Freeway
Ambrose Parkway – Minor Collector 6-Lane Undivided
Barrington Way – Minor Collector 3-Lane Undivided

Mansfield 2040 Plan
Mansfield 2040 Land Use Designation: Mixed-Use Regional

The proposed development is consistent with the intent of the Mixed-Use Regional Future Land Use designation by providing a high-intensity commercial center designed to serve both the surrounding neighborhoods and the broader Mansfield community. Anchored by a grocery store and supported by retail, restaurant, and banking uses, the development will create a local and regional destination that provides opportunities for shopping, dining, services, and community gathering within a single integrated site.

Given the scale and regional nature of the development, the site is appropriately oriented toward U.S. 287 S and arterial thoroughfares to support efficient access and circulation while reducing the need for residents to travel longer distances for daily goods and services. The mix of commercial uses is intended to support local employment opportunities and provide convenient amenities that serve nearby residential areas as well as visitors from across the City.

Consistent with the goals of the Mixed-Use Regional designation, the development will emphasize placemaking and enhanced pedestrian experience through coordinated site design, pedestrian connectivity, streetscape elements, landscaping, and high-quality architectural character. The project is intended to contribute to the larger district as an attractive destination where residents and visitors can shop, dine, gather, and interact, while supporting the long-term

vision for a vibrant regional mixed-use environment.

Analysis
The subject property is generally located north of the intersection of Barrington Way and U.S. Highway 287 South. The site is currently undeveloped and is bordered on three sides by major thoroughfares. The western boundary of the property is adjacent to a single-family residential development.

The applicant is requesting approval of a new Planned Development (PD) consisting of approximately 18.6 acres to allow for coordinated commercial development, anchored by a grocery store and supporting retail and service-oriented uses. The proposed primary anchor tenant is a 99,000 square foot Kroger grocery store accompanied by an attached 8,600 square foot retail shell building. Additional components of the development include a proposed Kroger fuel station and three separate commercial buildings intended to accommodate a variety of retail, restaurant, and service-oriented uses, including space for a drive-through quick service restaurant, a bank with drive-through lanes, and an 18,140-square-foot retail shell building.

The development is designed as a unified commercial center with consistent standards for architecture, landscaping, lighting, signage, and site design. Staff worked with the applicant to establish these standards to help ensure an attractive, high-quality development with a cohesive appearance throughout the site and safe, convenient pedestrian connections.

Overall Concept Plan Configuration
The overall site layout has been designed to position the majority of lots along the primary thoroughfares, providing high visibility and convenient access. Within this configuration, the proposed Kroger is located towards the rear of the 18.6-acre site.

Site Plan
The proposed development is centered around a Kroger grocery store positioned toward the rear of the site. Fronting U.S. Highway 287 S, the northwest corner of the development includes a proposed 18,140-square-foot retail shell building, while the southeast side is designated for a bank with drive-through facilities and a 5,060-square-foot drive-through quick service restaurant building. Additionally, the proposed fuel station canopy is positioned adjacent to U.S. Highway 287 to provide enhanced visibility and convenient access from the major thoroughfare.

The site plan provides a total of 691 parking spaces, including 658 standard parking spaces and 33 ADA-accessible spaces. The parking layout is designed to adequately serve anticipated customer traffic during peak hours while also accommodating employee parking needs.

The Site Plan is shown in Exhibit C.1A.

Building Elevations
The proposed elevations for the primary anchor building incorporate a combination of materials, including smooth-faced concrete masonry units (CMU), brick, stone veneer, architectural metal panels, fiber cement siding, and concrete accents.

The proposed fuel station is designed with smooth-faced CMU-wrapped columns supporting a canopy finished with architectural metal panels.

Except for the primary anchor building, all building elevations and similar structures within the development are required to contain a minimum of 70 percent brick or stone. The remaining 30

percent may utilize cementitious siding, stucco, EIFS, or architectural metal. The use of EIFS is restricted to areas located above eight (8) feet in height.

All pad site buildings within the development are required to utilize building materials and color palettes that are consistent with or complementary to the primary anchor building. Coordinated architectural features, landscaping, lighting, hardscaping, and other site design elements are intended to establish a unified development character and create a cohesive visual identity throughout the commercial center.

The Elevation Plan details are written in Exhibit B and are shown in Exhibit C.2.

Landscape Plan

The landscape plan complies with City landscaping requirements and includes a mix of trees, shrubs, and groundcover throughout the site. Plantings are located along street frontages, within parking lot islands, around building foundations, and in buffer areas. The landscaping standards established within the Planned Development are intended to complement the architectural character of the development and provide a consistent appearance throughout the site.

The Landscape Plan is shown on Exhibit C.3.

Signage

The proposed sign plan is intended to provide effective visibility and wayfinding for businesses within the Planned Development, particularly from major thoroughfares and U.S. Highway 287. Attached signage for the buildings will comply with Section 155.090 of the Mansfield Code of Ordinances. However, to enhance overall visibility and support tenant identification, the applicant is requesting the following deviations from the sign ordinance:

- Additional attached signage for the primary anchor grocery store and fuel station to improve visibility and customer wayfinding.
- Increased monument sign heights along U.S. Highway 287 and Barrington Way to enhance visibility from major roadways.
- Varying monument sign heights and strategic spacing throughout the development to reduce visual clutter while maintaining adequate tenant exposure.
- Allowing shared monument signage throughout the development, including off-site signage opportunities for lots located within the Planned Development.

The requested signage modifications are intended to support the operational and visibility needs of the development while maintaining an organized and cohesive visual appearance that is consistent with the overall design character of the Planned Development.

The signage details are written in Exhibit B and are shown in Exhibit C.4.

Summary

The applicant is requesting approval of a Planned Development (PD) zoning change for approximately 18 acres located along U.S. Highway 287 S and Barrington Way to allow for the development of a commercial center anchored by a Kroger grocery store and supporting retail and service uses. The subject property is currently vacant and is designated Mixed-Use Regional in the Mansfield 2040 Plan.

The proposed development includes a 99,000-square-foot Kroger grocery store with an attached 8,600-square-foot retail shell building, a Kroger fuel station, an 18,140-square-foot retail shell building, a bank with drive-through facilities, and a retail or drive-through restaurant building.

The Planned Development establishes development standards related to building materials, landscaping, lighting, pedestrian connectivity, and signage. The proposal also includes several deviations from the sign ordinance related to monument sign height, attached signage, and shared signage within the development.

The proposal generally maintains the commercial character and development objectives of the previously approved Planned Development while updating the site layout, tenant configuration, and development standards. The proposed uses and development pattern are consistent with the Mixed-Use Regional designation of the Mansfield 2040 Plan.

Staff recommends approval of the request.

Strategic Initiative
Focus on the Future
Develop Strong Economy
Building Strong Neighborhoods

Recommendation
The Planning and Zoning Commission met on May 21, 2026, and voted 5-2, to recommend approval of the zoning change with the following conditions.

- A Specific Use Permit (SUP) would be required for a drive through restaurant for “Retail C”
- The applicant shall demonstrate a potential flyover alignment for SH 360 and illustrate how the proposed bank building may need to be relocated or modified to accommodate the future flyover.

Vote:

Ayes: 5 - Mainer, Axen, Lambert-Aikhionbare, Rozak, Walker
Nays: 2 – Moses, Godin

The Development Review Committee (DRC) recommends approval of the proposed Planned Development (PD) request.

Funding Source
N/A

Prepared By
Shirley Emerson, Planner I - (817) 276-4259

ORDINANCE NO. _____

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

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Chapter 155 "Zoning" of the Code of Ordinances and Map should be amended.

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

SECTION 1.

That Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district PD, Planned Development District; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the development standards shown in Exhibits "B-C", attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

That the above-described property shall be used only in the manner and for the purposes provided for in the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas of the City, as amended herein by the granting of this zoning classification.

SECTION 5.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas as a whole.

SECTION 6.

Any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7.

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

FIRST READING APPROVED ON THE 8TH DAY OF JUNE 2026.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 22ND DAY OF JUNE, 2026.

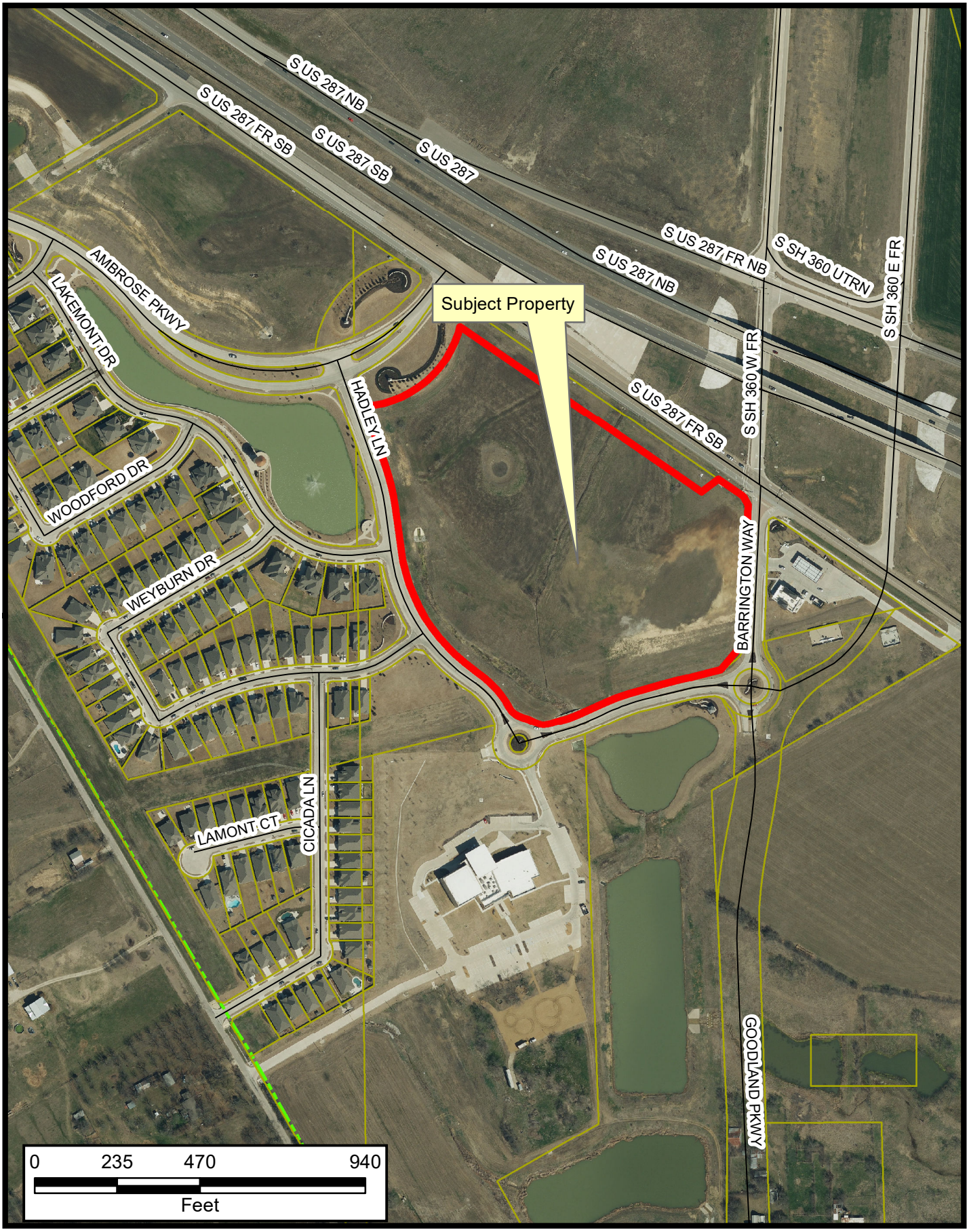
_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

APPROVED AS TO FORM:

_____
Victor Flores, City Attorney

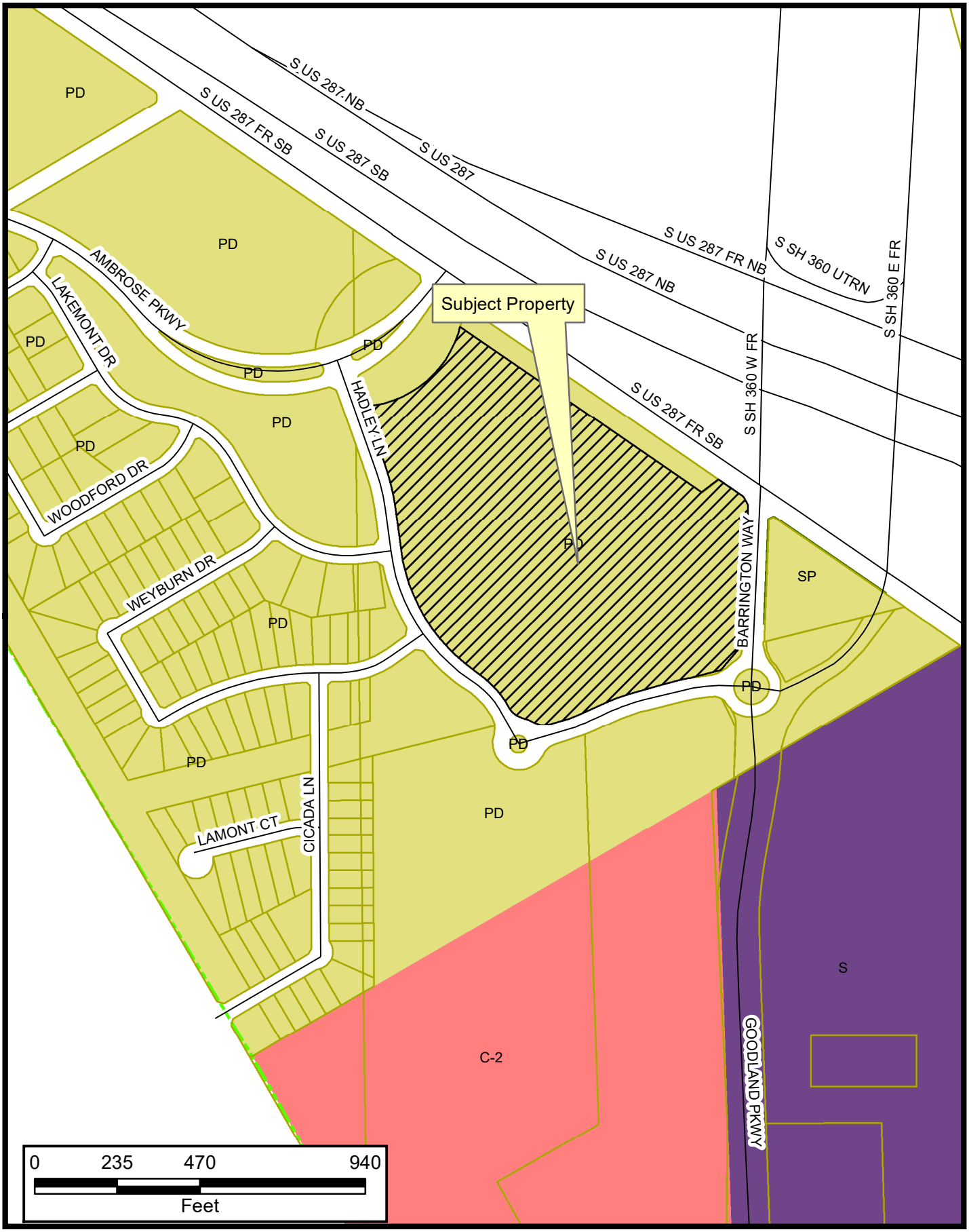


MANSFIELD TEXAS

ZC#26-003

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

4/30/2026



MANSFIELD TEXAS

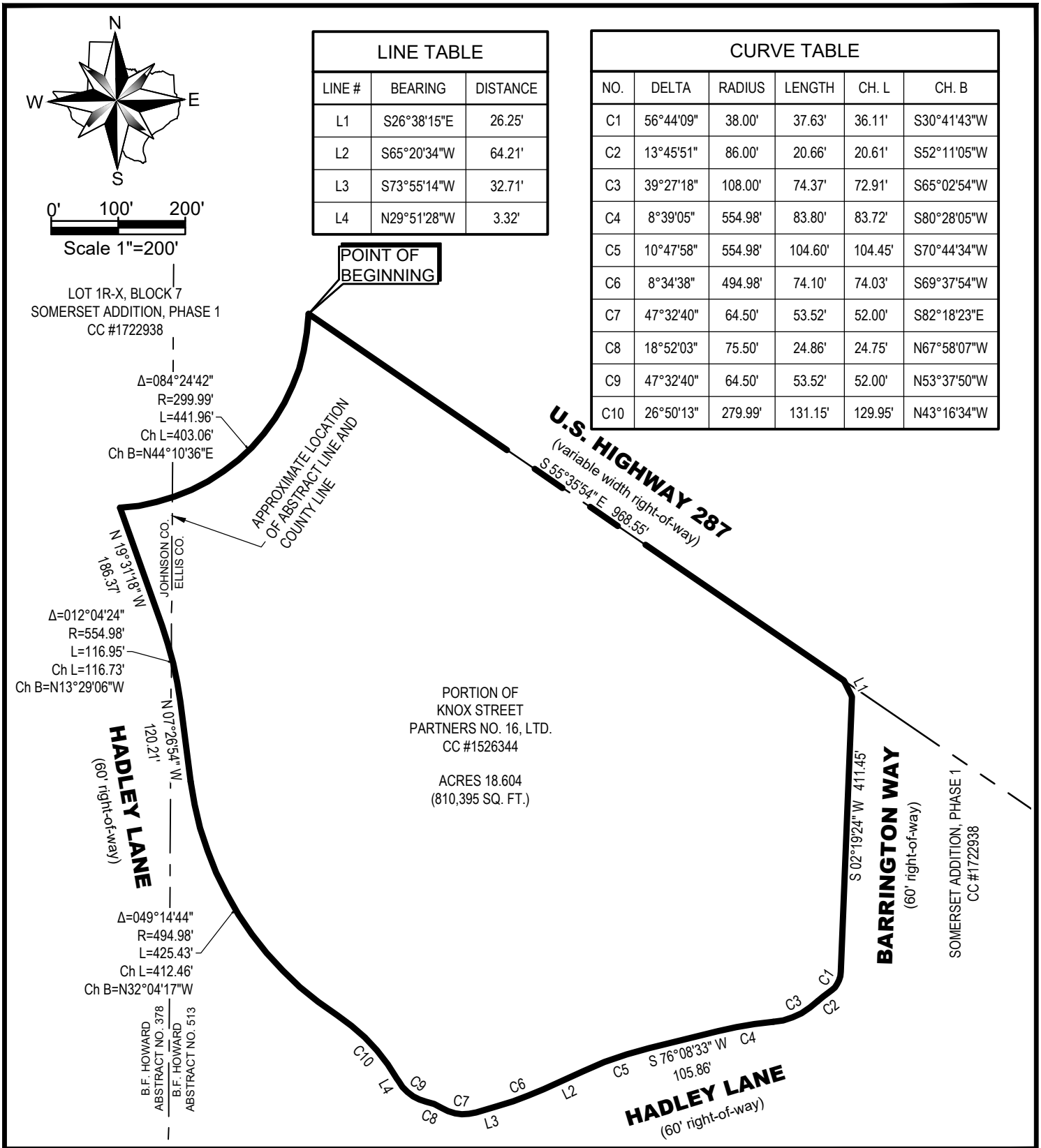
ZC#26-003

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

4/30/2026

Property Owner Notification for ZC#26-003

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
513 B F HOWARD 0.0410 ACRES		PRAIRIE RIDGE MUNICIPAL MANAGEMENT DISTRICT NO. 1	4500 COLE AVE STE 1450	DALLAS, TX	75205
513 B F HOWARD 0.953 ACRES		TEXAS DEPARTMENT OF TRANSPORTA	4777 US HIGHWAY 80 E	MESQUITE, TX	75150-6643
513 B F HOWARD 18.2050 ACRES		KNOX STREET PARTNERS NO 16 LTD	3001 KNOX ST STE 405	DALLAS, TX	75205
513 B F HOWARD 0.55 ACRES		KNOX STREET PARTNERS NO 16 LTD	3001 KNOX ST STE 405	DALLAS, TX	75205
513 B F HOWARD 0.9770 ACRES		PRAIRIE RIDGE MUNICIPAL MANAGE	4500 COLE AVE STE 1450	DALLAS, TX	75205
LOT 1 BLK 48 SOMERSET ADDN 1.648 AC		ADAMS WANDA M TRUST	6638 KETTLE CT	SAN JOSE, CA	95120-3023
LOT 12R BLK 3 SOMERSET ADDN PH 1 .2151 AC		SINGLETON TIMOTHY & DORIS	3612 LAKEMONT DR	MANSFIELD, TX	76084
LOT 13R BLK 3 SOMERSET ADDN PH 1 .1022 AC		ANTAL BRIAN M & ALLISON N HOMER	3605 WYBURN DR	MANSFIELD, TX	76063
LOT 19 BLK 2 SOMERSET ADDN 22.0142 AC		TCAL CHURCH	3810 HADLEY LN	MANSFIELD, TX	76084
LOT 20X BLK 2 SOMERSET ADDN 1.5958 AC		SOMECREST MANSFIELD HOMEOWNERS ASSOCIATION	14951 DALLAS PKWY STE 600	DALLAS, TX	75254-6874
LOT PT 21X BLK 2 RETENTION POND SOMERSET ADDN 0.0160 AC		PRAIRIE RIDGE MUNICIPAL MANAGEMENT, DISTRICT NO. 1	4500 COLE AVE STE 1450	DALLAS, TX	75205
SOMERSET ADDITION PH 1	BLK 3	CARD SESSOMS DONNA M ETVIR KYM	3603 WEYBURN DR	VENUS, TX	76084
SOMERSET ADDITION PH 1	BLK 3	ANTAL BRIAN M & ALLISON NICOLE	3605 WEYBURN DR	MANSFIELD, TX	76063
SOMERSET ADDITION PH 1	BLK 3	SINGLETON TIMOTHY ETUX DORIS	3612 LAKEMONT DR	VENUS, TX	76063
SOMERSET ADDITION PH 1	BLK 3	SOYINKA ABIODUN ADEDIRAN	3608 LAKEMONT DR	VENUS, TX	76084
SOMERSET ADDITION PH 1	BLK 45	SOMERSET MANSFIELD HOMEOWNERS	14951 DALLAS PKWY STE 600	DALLAS, TX	75254
SOMERSET ADDITION PH 1	BLK 6	SOMERSET MANSFIELD HOMEOWNERS	14951 DALLAS PKWY STE 600	DALLAS, TX	75254
SOMERSET ADDITION PH 1	BLK 8	SOMERSET MANSFIELD HOMEOWNERS	14951 DALLAS PKWY STE 600	DALLAS, TX	75254



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S26°38'15"E	26.25'
L2	S65°20'34"W	64.21'
L3	S73°55'14"W	32.71'
L4	N29°51'28"W	3.32'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	56°44'09"	38.00'	37.63'	36.11'	S30°41'43"W
C2	13°45'51"	86.00'	20.66'	20.61'	S52°11'05"W
C3	39°27'18"	108.00'	74.37'	72.91'	S65°02'54"W
C4	8°39'05"	554.98'	83.80'	83.72'	S80°28'05"W
C5	10°47'58"	554.98'	104.60'	104.45'	S70°44'34"W
C6	8°34'38"	494.98'	74.10'	74.03'	S69°37'54"W
C7	47°32'40"	64.50'	53.52'	52.00'	S82°18'23"E
C8	18°52'03"	75.50'	24.86'	24.75'	N67°58'07"W
C9	47°32'40"	64.50'	53.52'	52.00'	N53°37'50"W
C10	26°50'13"	279.99'	131.15'	129.95'	N43°16'34"W

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
(972) 490-7090
(972) 490-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26

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Scale :	1" = 200'
Date :	04.23.26
Dwg. File :	25954-BDY-EXH
Project No. :	25954.00

EXHIBIT A

LEGAL DESCRIPTION

18.604 ACRES, (810,395 SQ. FT.)

SHEET 1 OF 3

OVERALL DESCRIPTION

STATE OF TEXAS §
COUNTIES OF JOHNSON & ELLIS §

BEING a tract of land situated in the B. F. HOWARD SURVEY, ABSTRACT NO. 378 (Johnson County) and the B. F. HOWARD SURVEY, ABSTRACT NO. 513 (Ellis County) in the City of Mansfield, Johnson and Ellis Counties, Texas, and being a portion of a tract of land described in deed to Knox Street Partners No. 16, Ltd., recorded in County Clerk File No. 1526344, Official Public Records of Ellis County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the Southeast corner of Lot 1R-X, Block 7, Somerset Addition, Phase I, an addition to the city of Mansfield, Texas according to the plat recorded in County Clerk File No. 1722938, Official Public Records of Ellis County, Texas, same being situated on the Southwesterly right-of-way line of U.S. Highway 287 (variable width right-of-way);

THENCE South 55 deg 35 min 54 sec East, along said Southwesterly right-of-way line, a distance of 968.55 feet to a point for corner, said point being the intersection of the Southwesterly right-of-way line of said U.S. Highway 287 and the Westerly right-of-way line of Barrington Way (60' right-of-way), same being on the Westerly line of said Somerset Addition, Phase I;

THENCE with the Westerly line of said Somerset Addition, Phase I, the following:

South 26 deg 38 min 15 sec East, a distance of 26.25 feet to a point for corner;

South 02 deg 19 min 24 sec West, a distance of 411.45 feet to a point for corner and the beginning of a curve to the right having a radius of 38.00 feet, a central angle of 56 deg 44 min 09 sec, a chord bearing of South 30 deg 41 min 43 sec West, and a chord length of 36.11 feet;

Along said curve to the right, an arc-distance of 37.63 feet to a point for corner and the beginning of a curve to the left having a radius of 86.00 feet, a central angle of 13 deg 45 min 51 sec, a chord bearing of South 52 deg 11 min 05 sec West, and a chord length of 20.61 feet;

Along said curve to the left, an arc-distance of 20.66 feet to a point for corner and the beginning of a curve to the right having a radius of 108.00 feet, a central angle of 39 deg 27 min 18 sec,a chord bearing of South 65 deg 02 min 54 sec West, and a chord length of 72.91 feet;

Along said to the right, an arc-distance of 74.37 feet to a point for corner and the beginning of a curve to the left having a radius of 554.98 feet, a central angle of 08 deg 39 min 05 sec, a chord bearing of South 80 deg 28 min 05 sec West, and a chord length of 83.72 feet;

Along said curve to the left, an arc-distance of 83.80 feet to a point for corner;

South 76 deg 08 min 33 sec West, a distance of 105.86 feet to a point for corner and the beginning of a curve to the left having a radius of 554.98 feet, a central angle of 10 deg 47 min 58 sec, a chord bearing of South 70 deg 44 min 34 sec West, and a chord length of 104.45 feet;

Along said curve to the left, an arc-distance of 104.60 feet to a point for corner;

South 65 deg 20 min 34 sec West, a distance of 64.21 feet to a point corner and the beginning of a curve to the right having a radius of 494.98 feet, a central angle of 08 deg 34 min 36 sec, a chord bearing of South 69 deg 37 min 54 sec West, and a chord length of 74.03 feet;

Along said curve to the right, an arc-distance of 74.10 feet to a point for corner;

(CON'T ON SHEET 3)

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Texas Surveyors No. 10086600 Expires 12-31-26
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Scale :	NA
Date :	04.23.26
Dwg. File :	25954-BDY-EXH
Project No. :	25954.00

EXHIBIT A

LEGAL DESCRIPTION
18.604 ACRES, (810,395 SQ. FT.)

SHEET 2 OF 3

OVERALL DESCRIPTION

(CON'T FROM SHEET 2)

South 73 deg 55 min 14 sec West, a distance of 32.71 feet to a point for corner and the beginning of a curve to the right having a radius of 64.50 feet, a central angle of 47 deg 32 min 40 sec, a chord bearing of North 82 deg 18 min 23 sec West, and a chord length of 52.00 feet;

Along said curve to the right, an arc-distance of 53.52 feet to a point for corner and the beginning of a curve to the left having a radius of 75.50 feet, a central angle of 18 deg 52 min 03 sec, a chord bearing of North 67 deg 58 min 07 sec West, and a chord length of 24.75 feet;

Along said curve to the left, an arc-distance of 24.86 feet to a point for corner and the beginning of a curve to the right having a radius of 64.50 feet, a central angle of 47 deg 32 min 40 sec, a chord bearing of North 53 deg 37 min 50 sec West, and a chord length of 52.00 feet;

Along said curve to the right, an arc-distance of 53.52 feet to a point for corner;

North 29 deg 51 min 28 sec West, a distance of 3.32 feet to a point for corner and the beginning of a curve to the left having a radius of 279.99 feet, a central angle of 26 deg 50 min 13 sec, a chord bearing of North 43 deg 16 min 34 sec West, and a chord length of 129.95 feet;

Along said curve to the left, an arc-distance of 131.15 feet to a point for corner and the beginning of a curve to the right having a radius of 494.98 feet, a central angle of 49 deg 14 min 44 sec, a chord bearing of North 32 deg 04 min 17 sec West, and a chord length of 412.46 feet;

Along said curve to the right, an arc-distance of 425.43 feet to a point for corner;

North 07 deg 26 min 54 sec West, a distance of 120.21 feet to a point for corner and the beginning of a curve to the left having a radius of 554.98 feet, a central angle of 12 deg 04 min 24 sec, a chord bearing of North 13 deg 29 min 06 sec West, and a chord length of 116.73 feet;

Along said curve to the left, an arc-distance of 116.95 feet to a point for corner;

North 19 deg 31 min 18 sec West, a distance of 186.37 feet to a point for corner and being the Southwest corner of said lot 1R-X, Block 7, and being the beginning of a non-tangent curve to the left having a radius of 299.99 feet, a central angle of 84 deg 24 min 42 sec, a chord that bears North 44 deg 10 min 36 sec East, and a chord length of 403.06 feet;

THENCE with the Southeasterly line of said lot 1R-X, Block 7, and with said curve to the left, an arc-distance of 441.96 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 18.604 acres or 810,395 square feet of land, more or less.

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Scale :	NA
Date :	04.23.26
Dwg. File :	25954-BDY-EXH
Project No. :	25954.00

EXHIBIT A

LEGAL DESCRIPTION
18.604 ACRES, (810,395 SQ. FT.)

SHEET 3 OF 3

Date 03/16/2026
Rev. 04/27/2026
Rev. 05/05/2026

Exhibit B
Planned Development
Land Use and Development Regulations
Somerset Towne Crossing
Mansfield, Texas
ZC 26-003

A. ***Purpose and intent.*** The purpose of this PD, Planned Development District, to be known as the Somerset Towne Crossing Planned Development (this "PD"), is to facilitate the coordinated development of a high-quality commercial center with a primary anchor business (the "**Primary Anchor**"), along with a complementary mix of other retail, neighborhood service, restaurant, and other commercial uses throughout the approximately 18-acre site. The initial Primary Anchor will be a national Grocery with Fuel Center. This PD is intended to create a cohesive and comprehensively-planned commercial environment that supports economic growth, provides opportunities for a variety of businesses, and enhances the overall quality, appearance, and functionality of the area.

B. ***Land Use and Development Regulations.*** This PD must adhere to the development standards and regulations of the C-2 Community Business District, the FR Freeway Overlay District, and the Mansfield Code of Ordinances, as amended, unless otherwise specified by the deviations listed in the regulations set forth in this Exhibit B and the elevations and plans in Exhibit C. Any such deviations are intended to accommodate the unique design or operational needs of this PD while maintaining overall consistency with the Mansfield Zoning Ordinance and community development character. Where the matters set forth in this Exhibit B and in Exhibit C conflict with or overlap the C-2 Community Business District, the FR Freeway Overlay District, and the Mansfield Code of Ordinances or another ordinance or an easement, covenant or deed restriction in favor of the City, priority and preference shall be provided to the deviations and matters set forth in this Exhibit B and the elevations and plans attached in Exhibit C.

C. ***Land use***.

1. *Permitted Land Uses*. Uses in this PD shall be those permitted in the C-2 Community Business District and the FR Freeway Overlay District, as amended.

2. *Approved Specific Use Permits*. The following uses, which typically require approval of a Specific Use Permit, are approved and shall be permitted without further action:

    a. The following uses as a part of or ancillary to the Primary Anchor's business:
        i. Temporary and seasonal outdoor sales and temporary promotional activities including the display for sale within a temporary area in the Primary Anchor's lot's (See Exhibit C).

        ii. Propane sales and filling.

    b. Gasoline Service Station with kiosk with limited outside sales, limited to 14 fuel stations (28 pumps), plus one DEF (Diesel Exhaust Fluid) disposal, and pursuant to the plans and elevations provided in Exhibit C attached.

    c. One (1) quick service or fast casual restaurant with drive-through without additional approval of a Specific Use Permit (SUP) provided the layout complies with that on tract for Retail C, as shown on Exhibit C.1A (Retail C).

        Additional standards include:
        i. Minimum building square footage of 5,000 square feet.
        ii. Material color palette must be similar and complementary to the Primary Anchor building. Changes to the material color palette may only be made with trim or other accents, not to exceed 10% of the cumulative material mix.
        iii. Stacked (dual) drive-through lanes, and
        iv. Access and circulation follows the patterns shown in Exhibit C.1A.

3. *Prohibited Uses*. The following uses, which are typically permitted in the C-2 Community Business District and FR Freeway Overlay District, are prohibited in this PD:

    a. Mortuary or Funeral Chapel
    b. Nursing or Assisted Living Facility
    c. Hotel or Motel

D. ***Development Regulations.*** This PD shall follow the development regulations of the C-2 Community Business District, as amended, with the following additions and exceptions:

1. *Comprehensive Sidewalk Network*. All lots must be developed to provide a comprehensive sidewalk network pursuant to the Pedestrian Access Plan provided in Exhibit C attached hereto.

2. *Architectural Elevations*.

    a. The plans and elevations in Exhibit C.2 have been provided for the Primary Anchor building and related improvements including the associated Gasoline Service Station and Retail Bldg. D. Retail Buildings B, C, and the proposed bank must be constructed in a manner that utilizes complementary material and color palettes of those provided in Exhibit C.2, in order to create a distinct development character.

    b. Parapet walls on the Primary Anchor building shall be constructed to a height not less than that required to screen pedestrian and vehicular views of roof-mounted equipment from the property lines as measured from a height of 5'-6" above grade, <u>as demonstrated in the attached Exhibit C.</u>

    c. Pad site buildings shall utilize similar or complementary building materials and/or colors and shall complement the architectural style or certain elements of the Primary Anchor building.

    d. Excluding the Primary Anchor building, each elevation of all buildings and similar structures must meet a minimum 70 percent brick or stone. The remaining 30 percent may utilize cementitious siding, stucco, EIFS, or architectural metal. The use of EIFS is limited to areas above 8 feet.

    e. "Primary Frontages" are defined as US 287 and Goodland Parkway.

3. *Parking & Loading*. Off-street parking and loading standards for the entire PD Planned Development shall meet the standards established in Sec. 155.091 of the Mansfield Zoning Ordinance, as amended, except as otherwise provided below:

    a. Eating establishments with or without drive-through service: 1 parking space per 100 square feet of floor area

4. *Landscaping and Screening*. All landscaping shall follow the standards of Sec. 155.092 of the Mansfield Zoning Ordinance, as amended, except as otherwise provided below:

    a. The landscape plan, attached hereto in Exhibit C (the **"Landscape Plan"**), shall serve as the detailed landscape plan for the Primary Anchor lot. At building permit, a detailed landscape plan based upon this one will be submitted with all required detail, and shall be considered approved as-is if all required elements and details are included, with no changes to existing or proposed easements or utilities (made during platting or civil infrastructure design), and no changes or additions were made to the parking layout, drives, sidewalks, building layout, grading plan, trash enclosures, ground mounted equipment, service areas, or any other item or area that requires screening by walls and/or landscaping. The City shall only require landscaping design revision sufficient to address the above-mentioned changes.

    b. The Landscape Plan shall also serve as a master landscape layout plan for the rest of the development. As other lots are developed, their landscape plans shall follow the general layout, theme, and types of landscape materials. This plan is only intended to show landscape space and general location of plant material.

    c. (Deviation to Sec. 155.092(N)(7)) No specific side yard landscape buffer is required between individual lots.

    d. Public street frontages must provide a minimum 20-foot landscape buffer. Where water, sewer, or storm sewer easements exist, the landscape buffer must be widened such that a minimum of 10 feet of landscape buffer is provided outside those easements.

e. Where a screening wall would be required for service areas, a combination of landscaping berm and/or screening wall may be provided instead. Said screening must be of sufficient height and density to serve an equal or greater screening outcome as a screening wall, per the discretion of the Landscape Administrator. This deviation does not apply to dumpster enclosures.

5. *Outdoor Lighting*. A photometric plan for the Primary Anchor lot is attached in Exhibit C ("**Photometric Plan**"). A photometric plan must be submitted for all other lots within this PD. Each photometric plan must demonstrate compliance with the following conditions. These conditions ensure a consistent outdoor lighting theme across the entire PD Planned Development.

   a. The Primary Anchor lot must follow the Photometric Plan. The Photometric Plan shall also serve as a regulating photometric model and guide for all lots within this PD, with particular focus on light location and spacing along the common access drives and development entry driveways.

   b. All outdoor lighting fixtures, including parking lot lighting and exterior building lighting, must be DarkSky compliant. This is defined as targeting light only where needed by having all luminaires utilize a full-cutoff or fully-shielded design, so as to have no light emitted above 90 degrees.

   c. Color Temperature of all outdoor lighting fixtures: 3000K

   d. Maximum height of parking lot lights shall be 35':

   e. Minimum setback of all parking lot lights from public right-of-way: 15 feet.

   f. Parking lot light poles and fixtures shall be metal of a dark bronze color and shall be consistent in design with the Primary Anchor lot.

   g. Lighting levels may not exceed 0.00-foot candle at the project property line adjacent to residential uses.

6. *Signage*. All signs within this PD shall meet the standards of Sec. 155.090 of the Mansfield Zoning Ordinance, as amended, except as provided below.

a. Monument Signage. The master sign plan, attached hereto in Exhibit C (the "**Master Sign Plan**"), designates monument sign locations and types for this PD. The Master Sign Plan shall include:

    i. Maximum one masonry multi-tenant monument sign of a maximum 25 feet in height along US 287.

    ii. Maximum one masonry multitenant monument sign of a maximum of 15 feet in height along Barrington Way.

    iii. All monument signs within the PD shall match the materials, design and color scheme as shown in Exhibit C.4.

    iv. Smaller single- or multi-tenant monument signs along US 287 and Barrington Way limited to a minimum spacing of 200 feet. This restriction is intended to reduce sign clutter along the street frontage and encourage the use of shared monument signage. Administrative approval may be granted for minor deviations of up to fifty feet (50') for lot configurations, provided that the intent of the Planned Development (PD) standards is being met.

    v. Property owners shall be permitted to share monument signage throughout the development. A property within this PD need not have direct frontage to utilize a monument sign. Off-site signage for use by lots within this PD is permitted.

b. Attached Signage.

    i. Attached building signage on the Primary Anchor building shall comply with the general sign area and location shown on the Master Sign Plan.

    ii. The Gas Service Station associated with the Primary Anchor is allowed attached signs on all four facades with fuel pricing on the US 287 side. The fuel canopy and attached signage on the Gas Service Station shall comply with the Master Sign Plan. Marketing signage at the gas pumps is limited to a single panel/frame above the pump, with the advertising space being limited to 13x16 inches. Marketing signage in the gas canopy columns is limited to 25% of the column faces, with the

advertising space limited to 28x44 inches. Bollard, A-frame and curb frame signage is prohibited.

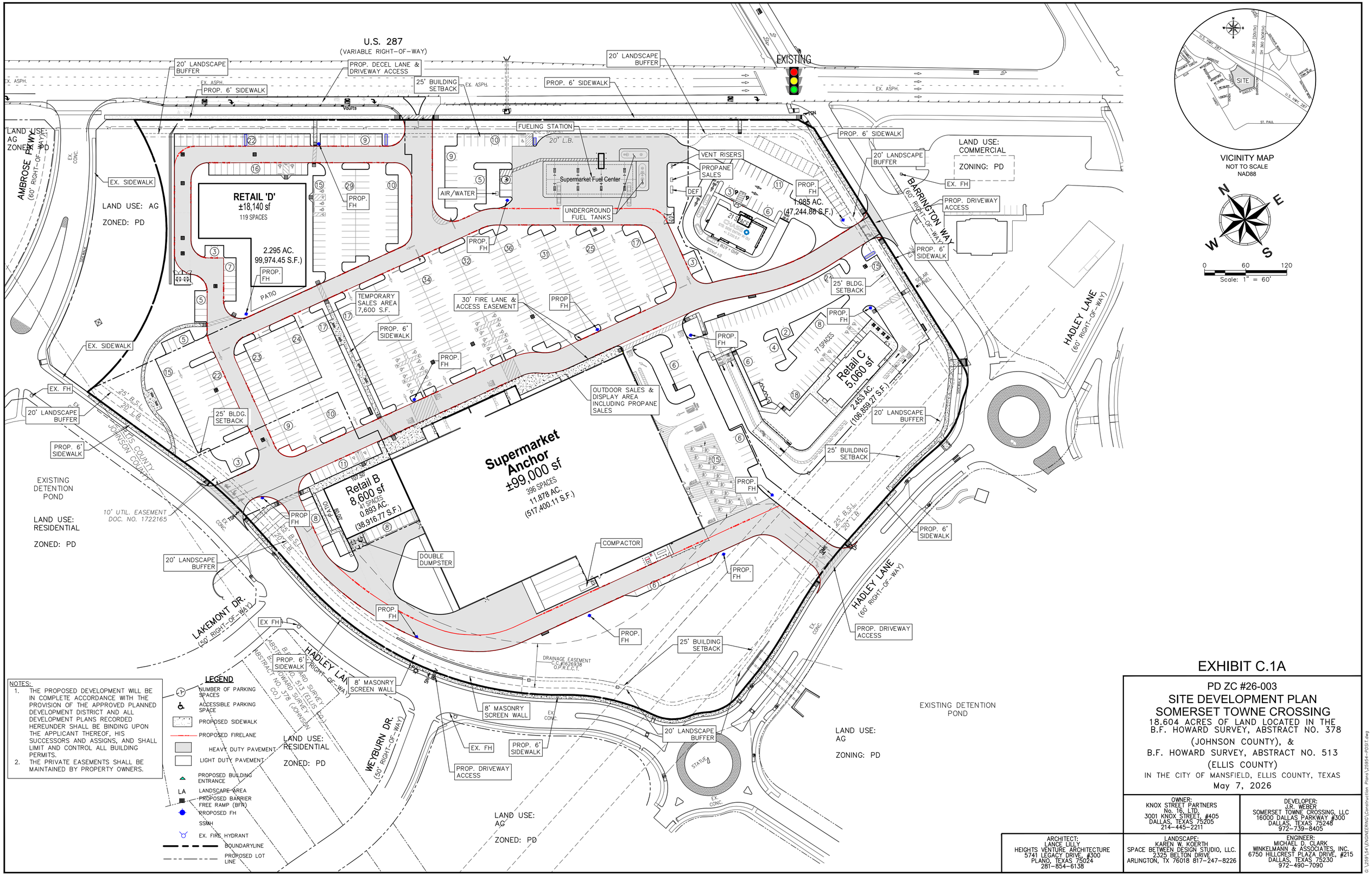
iii. All wall signage for Retail B, C, D & the bank shall follow Section 155.090 of the Code of Ordinances.

E. ***Administrative Approval of Site Plans***.

Site plans that comply with all development-related ordinances and this PD Ordinance shall be administratively approved by the Planning Department. Substantial deviations or amendments from the regulations set forth in this Exhibit B or from the elevations and plans in Exhibit C attached hereto must be processed in the same manner as the original approval of this PD. The application for an amendment or revision must include all land in the applicable Subdistrict described in this original ordinance approving this PD.

The city manager or designee may approve minor amendments or revisions to these PD Planned Development regulations or from the elevations and plans in Exhibit C, provided the amendment or revision does not significantly:

1. Change the uses approved;
2. Result in any increase in external impact on adjacent properties or neighborhoods;
3. Increase approved densities, height, site coverage, or floor areas;
4. Decrease on-site parking requirements beyond 10 percent;
5. Reduce minimum yards or setbacks; or
6. Change traffic patterns.



VICINITY MAP
NOT TO SCALE
NAD88

0 60 120
Scale: 1" = 60'

NOTES:
1. THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISION OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND ALL DEVELOPMENT PLANS RECORDED HEREUNDER SHALL BE BINDING UPON THE APPLICANT THEREOF, HIS SUCCESSORS AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.
2. THE PRIVATE EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS.

LEGEND
- NUMBER OF PARKING SPACES
- ACCESSIBLE PARKING SPACE
- PROPOSED SIDEWALK
- PROPOSED FIRELANE
- HEAVY DUTY PAVEMENT
- LIGHT DUTY PAVEMENT
- PROPOSED BUILDING ENTRANCE
- LA LANDSCAPE AREA
- PROPOSED BARRIER FREE RAMP (BFR)
- PROPOSED FH
- SSMH
- EX. FIRE HYDRANT
- BOUNDARYLINE
- PROPOSED LOT LINE

EXHIBIT C.1A

PD ZC #26-003

SITE DEVELOPMENT PLAN
SOMERSET TOWNE CROSSING

18.604 ACRES OF LAND LOCATED IN THE B.F. HOWARD SURVEY, ABSTRACT NO. 378 (JOHNSON COUNTY), & B.F. HOWARD SURVEY, ABSTRACT NO. 513 (ELLIS COUNTY)

IN THE CITY OF MANSFIELD, ELLIS COUNTY, TEXAS

May 7, 2026

OWNER: KNOX STREET PARTNERS No. 16, LTD. 3001 KNOX STREET, #405 DALLAS, TEXAS 75205 214-445-2211	DEVELOPER: J.R. WEBER SOMERSET TOWNE CROSSING, LLC 16000 DALLAS PARKWAY #300 DALLAS, TEXAS 75248 972-739-8405
ARCHITECT: LANCE LILLY HEIGHTS VENTURE ARCHITECTURE 5741 LEGACY DRIVE, #300 PLANO, TEXAS 75024 281-854-6138	LANDSCAPE: KAREN W. KOERTH SPACE BETWEEN DESIGN STUDIO, LLC. 2325 BELTON DRIVE ARLINGTON, TX 76018 817-247-8226
	ENGINEER: MICHAEL D. CLARK WINKELMANN & ASSOCIATES, INC. 6750 HILLCREST PLAZA DRIVE, #215 DALLAS, TEXAS 75230 972-490-7090

G:\2591\54\ENGINEERING\Construction Plans\25954-PDSITE.dwg

KROGER SITE DATA TABLE		
EXISTING ZONING	PD	
LOT SIZE	11.878	ACRES
	517,400.11	SF
USE / BUILDING AREA		
KROGER SITE	504,002	SF - 97.4%
BUILDING AREA TOTAL (GROSS SQUARE FOOTAGE)	99,000	SF - 19.64%
BUILDING HEIGHT	35' MAX	
FLOOR AREA RATIO	0.20	:1
MAX FLOOR AREA RATIO	2	
REQUIRED PARKING CALCULATIONS		
1:250 SF for the first 3000 SF, then 1:300 for the remaining	12+320=332	SPACES
TOTAL	332	SPACES
*PARKING PROVIDED	396	SPACES
PROVIDED PARKING RATIO	1/250	
HANDICAP REQUIRED	8	SPACES
HANDICAP PROVIDED	20	SPACES
COVERAGE	65.11%	
BUILDING SETBACKS - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	25 FT	
ABUTTING ROW	25 FT	
NON RESIDENTIAL	25 FT	
LANDSCAPE BUFFER - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	NO SETBACK	
ABUTTING ROW	20 FT	
NON RESIDENTIAL	20 FT	
OPEN SPACE PROVIDED	76,841	SF - 15.25%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

RETAIL B SITE DATA TABLE		
EXISTING ZONING	PD	
LOT SIZE	0.893	ACRES
	38,916.77	SF
USE / BUILDING AREA		
RETAIL B SITE	38,917	SF - 100%
BUILDING AREA TOTAL (GROSS SQUARE FOOTAGE)	8,600	SF - 22.1%
BUILDING HEIGHT	35' MAX	
FLOOR AREA RATIO	0.22	:1
MAX FLOOR AREA RATIO	2	
REQUIRED PARKING CALCULATIONS		
RETAIL (1 PER 250 S.F.)	35	SPACES
TOTAL	35	SPACES
*PARKING PROVIDED	41	SPACES
PROVIDED PARKING RATIO	1/210	
HANDICAP REQUIRED	2	SPACES
HANDICAP PROVIDED	2	SPACES
COVERAGE	68.37%	
BUILDING SETBACKS - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	25 FT	
ABUTTING ROW	25 FT	
NON RESIDENTIAL	25 FT	
LANDSCAPE BUFFER - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	NO SETBACK	
ABUTTING ROW	20 FT	
NON RESIDENTIAL	20 FT	
OPEN SPACE PROVIDED	3,708	SF - 9.53%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

BANK SITE DATA TABLE		
EXISTING ZONING	PD	
LOT SIZE	1.085	ACRES
	47,244.86	SF
USE / BUILDING AREA		
BANK SITE	37,376	SF - 79.1%
BUILDING AREA TOTAL (GROSS SQUARE FOOTAGE)	3,333	SF - 8.92%
BUILDING HEIGHT	35' MAX	
FLOOR AREA RATIO	0.09	:1
MAX FLOOR AREA RATIO	2	
REQUIRED PARKING CALCULATIONS		
RETAIL (1 PER 300 S.F.)	12	SPACES
TOTAL	12	SPACES
*PARKING PROVIDED	21	SPACES
PROVIDED PARKING RATIO	1/159	
HANDICAP REQUIRED	2	SPACES
HANDICAP PROVIDED	2	SPACES
COVERAGE	81.16%	
BUILDING SETBACKS - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	25 FT	
ABUTTING ROW	25 FT	
NON RESIDENTIAL	25 FT	
LANDSCAPE BUFFER - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	NO SETBACK	
ABUTTING ROW	20 FT	
NON RESIDENTIAL	20 FT	
OPEN SPACE PROVIDED	3,708	SF - 9.92%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

RETAIL C SITE DATA TABLE		
EXISTING ZONING	PD	
LOT SIZE	2.453	ACRES
	106,859.27	SF
USE / BUILDING AREA		
RETAIL C SITE	37,376	SF - 35%
BUILDING AREA TOTAL (GROSS SQUARE FOOTAGE)	5,060	SF - 13.54%
BUILDING HEIGHT	35' MAX	
FLOOR AREA RATIO	0.14	:1
MAX FLOOR AREA RATIO	2	
REQUIRED PARKING CALCULATIONS		
RETAIL (1 PER 75 S.F.)	68	SPACES
TOTAL	68	SPACES
*PARKING PROVIDED	77	SPACES
PROVIDED PARKING RATIO	1/66	
HANDICAP REQUIRED	4	SPACES
HANDICAP PROVIDED	4	SPACES
COVERAGE	76.54%	
BUILDING SETBACKS - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	25 FT	
ABUTTING ROW	25 FT	
NON RESIDENTIAL	25 FT	
LANDSCAPE BUFFER - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	NO SETBACK	
ABUTTING ROW	20 FT	
NON RESIDENTIAL	20 FT	
OPEN SPACE PROVIDED	3,708	SF - 9.92%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

RETAIL D SITE DATA TABLE		
EXISTING ZONING	PD	
LOT SIZE	2.295	ACRES
	99,974.45	SF
USE / BUILDING AREA		
RETAIL D SITE	37,376	SF - 37.4%
BUILDING AREA TOTAL (GROSS SQUARE FOOTAGE)	18,140	SF - 48.53%
BUILDING HEIGHT	35' MAX	
FLOOR AREA RATIO	0.49	:1
MAX FLOOR AREA RATIO	2	
REQUIRED PARKING CALCULATIONS		
RETAIL (1 PER 250 S.F.)	73	SPACES
TOTAL	73	SPACES
*PARKING PROVIDED	119	SPACES
PROVIDED PARKING RATIO	1/153	
HANDICAP REQUIRED	5	SPACES
HANDICAP PROVIDED	5	SPACES
COVERAGE	41.54%	
BUILDING SETBACKS - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	25 FT	
ABUTTING ROW	25 FT	
NON RESIDENTIAL	25 FT	
LANDSCAPE BUFFER - EXTERIOR OVERALL PROPERTY BOUNDARY		
RESIDENTIAL - SF	NO SETBACK	
ABUTTING ROW	20 FT	
NON RESIDENTIAL	20 FT	
OPEN SPACE PROVIDED	3,708	SF - 9.92%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

EXHIBIT C.1B

PD ZC #26-003

SITE DEVELOPMENT PLAN LOT DATA SOMERSET TOWNE CROSSING

18.604 ACRES OF LAND LOCATED IN THE B.F. HOWARD SURVEY, ABSTRACT NO. 378 (JOHNSON COUNTY), & B.F. HOWARD SURVEY, ABSTRACT NO. 513 (ELLIS COUNTY)

IN THE CITY OF MANSFIELD, ELLIS COUNTY, TEXAS

May 7, 2026

OWNER:
KNOX STREET PARTNERS No. 16, LTD.
3001 KNOX STREET, #405
DALLAS, TEXAS 75205
214-445-2211

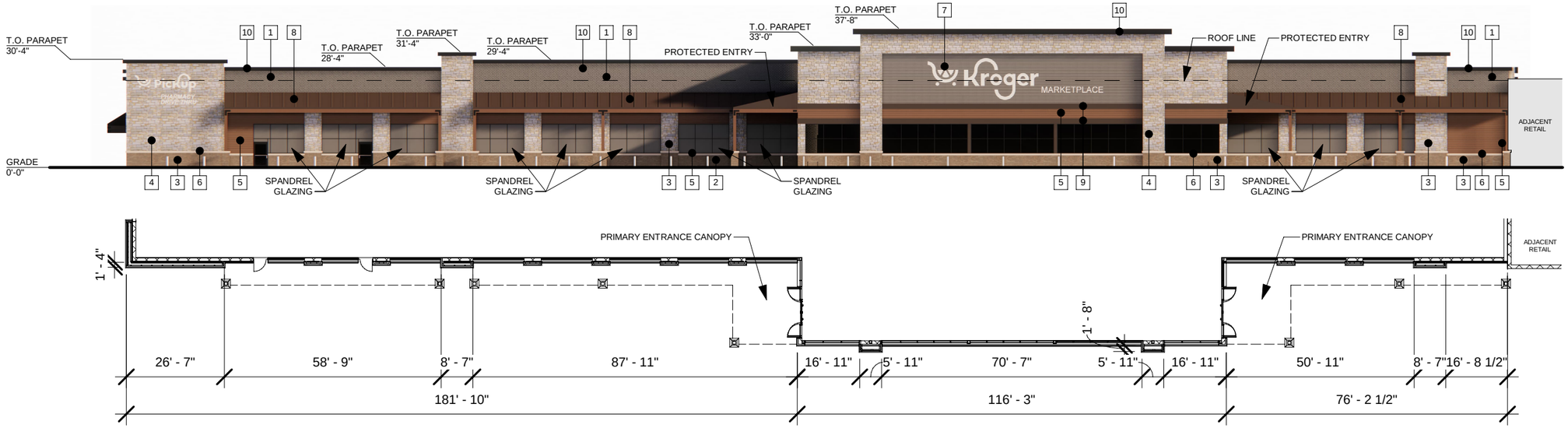
DEVELOPER:
J.R. WEBER
SOMERSET TOWNE CROSSING, LLC
16000 DALLAS PARKWAY #300
DALLAS, TEXAS 75248
972-739-8405

ARCHITECT:
LANCE LILLY
HEIGHTS VENTURE ARCHITECTURE
5741 LEGACY DRIVE, #300
PLANO, TEXAS 75024
281-854-6138

LANDSCAPE:
KAREN W. KOERTH
SPACE BETWEEN DESIGN STUDIO, LLC.
2325 BELTON DRIVE
ARLINGTON, TX 76018 817-247-8226

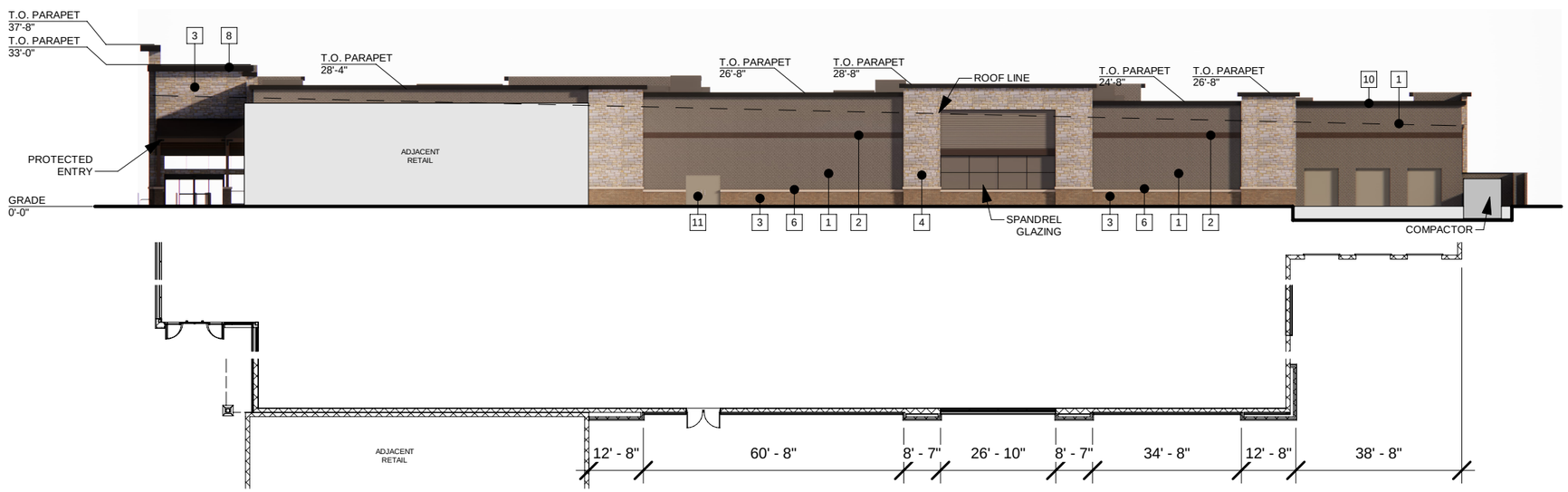
ENGINEER:
MICHAEL D. CLARK
WINKELMANN & ASSOCIATES, INC.
6750 HILLCREST PLAZA DRIVE, #215
DALLAS, TEXAS 75230
972-490-7090

G:\259\54\ENGINEERING\Construction Plans\25954-PDSIT.dwg



NORTH ELEVATION

1/32" = 1'-0"



WEST ELEVATION

1/32" = 1'-0"

MATERIAL TABLE

	NORTH		SOUTH		EAST		WEST		BLDG TOTAL	
BL1	1528 SF	16%	6116 SF	66%	2568 SF	36%	2582 SF	49%	12794 SF	40%
S1, S2	2815 SF	30%	2290 SF	25%	1989 SF	27%	1395 SF	26%	8489 SF	27%
BR1	1351 SF	14%	443 SF	5%	985 SF	13%	600 SF	11%	3379 SF	11%
MASONRY TOTAL	*5694 SF*	*60%*	*8849 SF*	*96%*	*5542 SF*	*76%*	*4577 SF*	*86%*	*24662 SF*	*78%*
MP1, MP2, PM3	2706 SF	28%	380 SF	4%	1253 SF	17%	693 SF	13%	5032 SF	16%
W1	1260 SF	13%	---	---	529 SF	7%	67 SF	1%	1856 SF	6%
TOTAL	**9660 SF**	**100%**	**9229 SF**	**100%**	**7324 SF**	**100%**	**5337 SF**	**100%**	**31550 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - WEATHERVANE BRONZE
3. BR1 - BRICK VENEER
   COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
4. S1 - MASONRY VENEER
   COLOR: HILLCREST STONE - PEWTER
5. W1 - FIBER CEMENT SIDING - WOOD GRAIN
   COLOR: NICHIHA VINTAGEWOOD - CEDAR
6. S2 - STONE CAP
   COLOR: PALE MAIZE
7. MP1 - METAL PANEL - RIBBED
   COLOR: CHARCOAL GRAY
8. MP2 - METAL PANEL - STANDING SEAM
   COLOR: BRONZE
9. MP3 - METAL PANEL - SMOOTH
   COLOR: BRONZE
10. PM1 - PREFINISHED METAL
    COLOR: BLACK
11. PT1 - PAINTED METAL
    COLOR: SW7016 "MINDFUL GRAY"

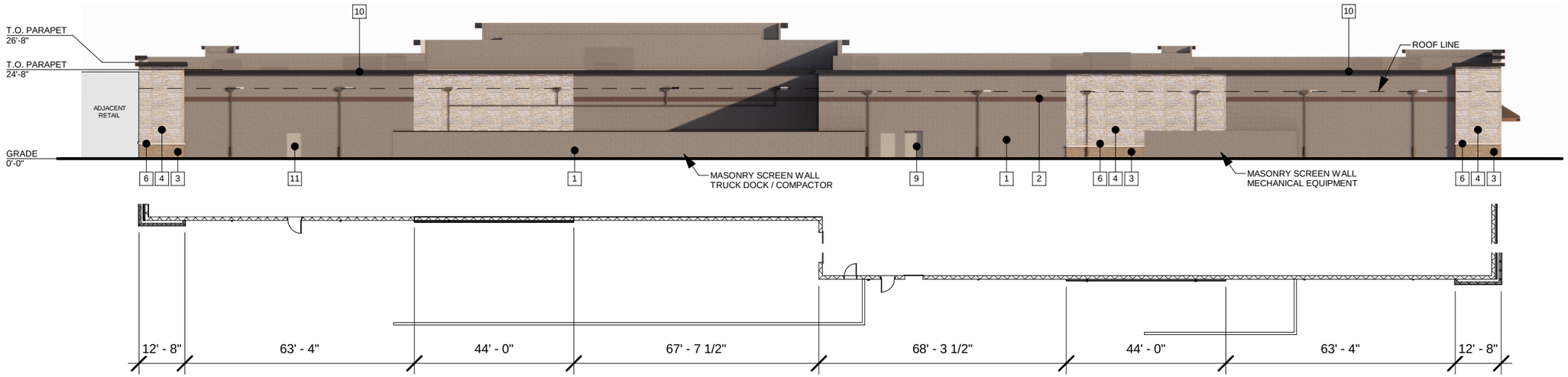
EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

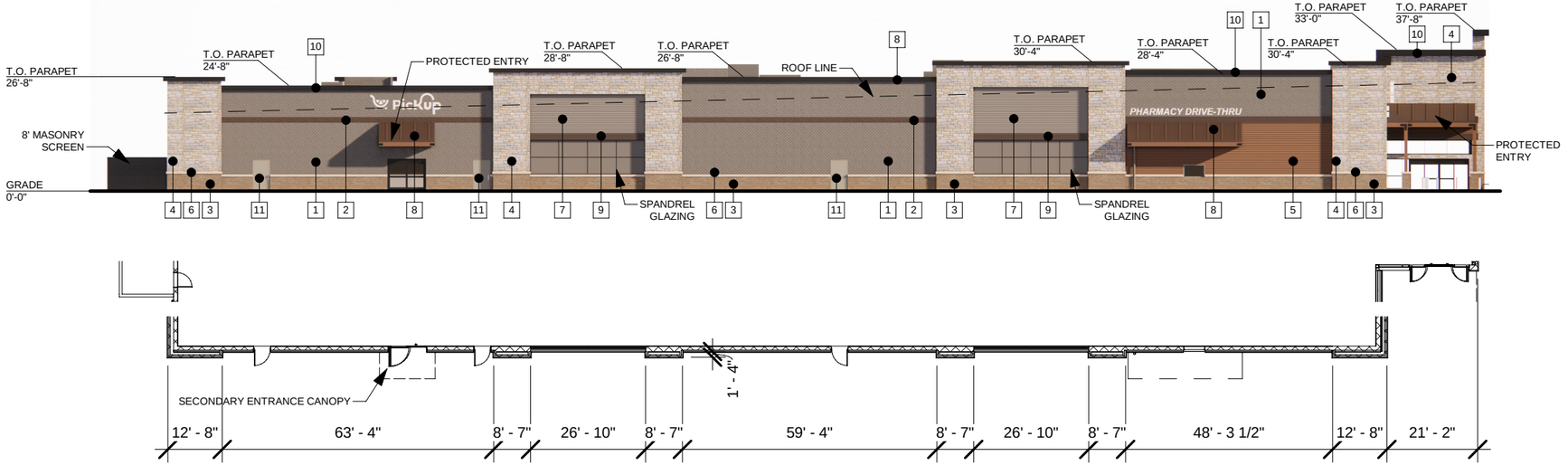
KROGER DAL696

MANSFIELD, TX
EXTERIOR ELEVATIONS
ZC#26-003



SOUTH ELEVATION

1/32" = 1'-0"



EAST ELEVATION

1/32" = 1'-0"

MATERIAL TABLE

	NORTH		SOUTH		EAST		WEST		BLDG TOTAL	
BL1	1528 SF	16%	6116 SF	66%	2568 SF	36%	2582 SF	49%	12794 SF	40%
S1, S2	2815 SF	30%	2290 SF	25%	1989 SF	27%	1395 SF	26%	8489 SF	27%
BR1	1351 SF	14%	443 SF	5%	985 SF	13%	600 SF	11%	3379 SF	11%
MASONRY TOTAL	*5694 SF*	*60%*	*8849 SF*	*96%*	*5542 SF*	*76%*	*4577 SF*	*86%*	*24662 SF*	*78%*
MP1, MP2, PM3	2706 SF	28%	380 SF	4%	1253 SF	17%	693 SF	13%	5032 SF	16%
W1	1260 SF	13%	---	---	529 SF	7%	67 SF	1%	1856 SF	6%
TOTAL	**9660 SF**	**100%**	**9229 SF**	**100%**	**7324 SF**	**100%**	**5337 SF**	**100%**	**31550 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - WEATHERVANE BRONZE
3. BR1 - BRICK VENEER
   COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
4. S1 - MASONRY VENEER
   COLOR: HILLCREST STONE - PEWTER
5. W1 - FIBER CEMENT SIDING - WOOD GRAIN
   COLOR: NICHIHA VINTAGEWOOD - CEDAR
6. S2 - STONE CAP
   COLOR: PALE MAIZE
7. MP1 - METAL PANEL - RIBBED
   COLOR: CHARCOAL GRAY
8. MP2 - METAL PANEL - STANDING SEAM
   COLOR: BRONZE
9. MP3 - METAL PANEL - SMOOTH
   COLOR: BRONZE
10. PM1 - PREFINISHED METAL
    COLOR: BLACK
11. PT1 - PAINTED METAL
    COLOR: SW7016 "MINDFUL GRAY"

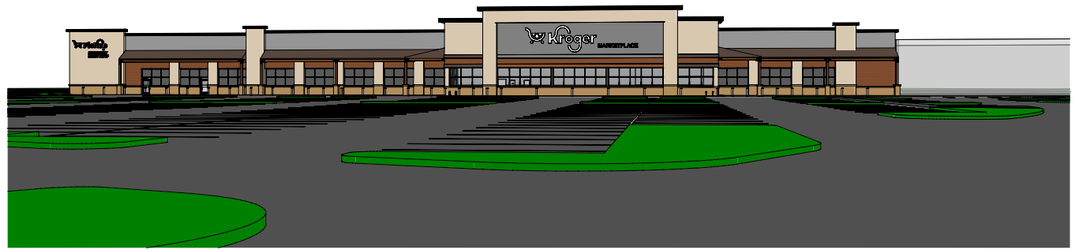
EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

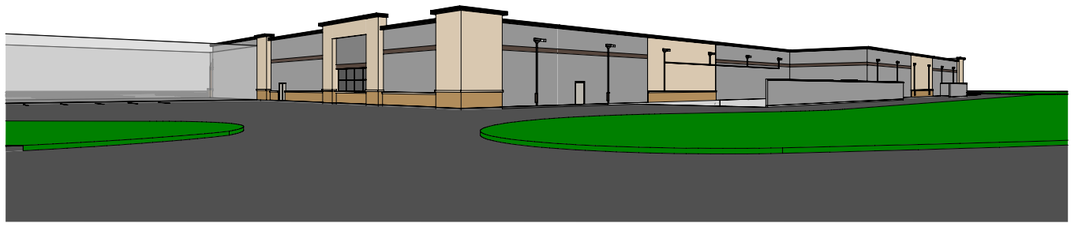
Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER DAL696

MANSFIELD, TX
EXTERIOR ELEVATIONS
ZC#26-003



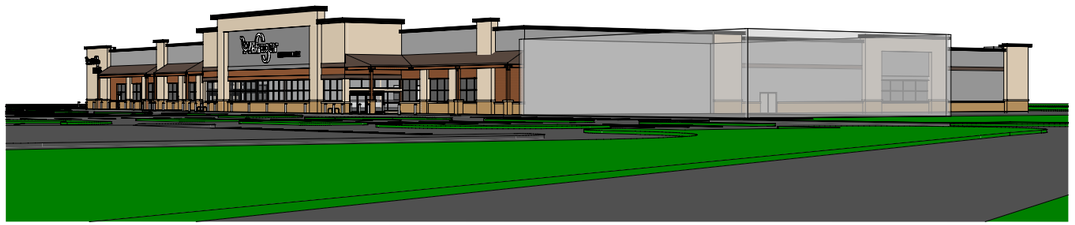
VIEW A



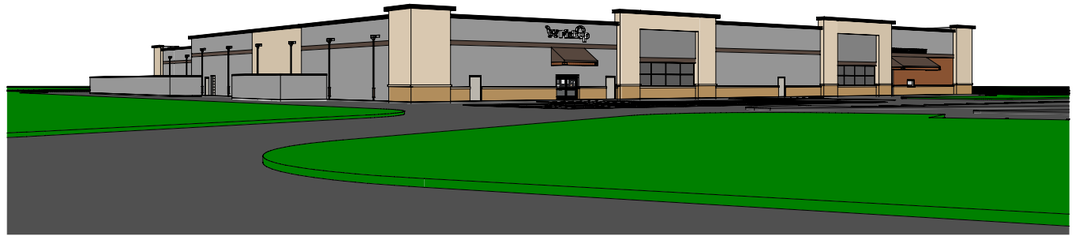
VIEW D



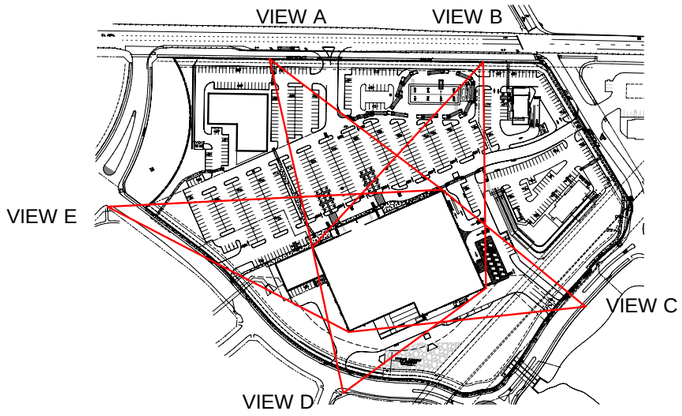
VIEW B



VIEW E



VIEW C



KEYPLAN

EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER DAL696

MANSFIELD, TX
SIGHT LINE STUDY
ZC#26-003



BL1 - DECORATIVE,
INTEGRALLY COLORED CMU -
SPLIT FACE
COLOR: ECHELON -
GREY GRANITE



BL2 - DECORATIVE,
INTEGRALLY COLORED CMU -
SPLIT FACE
COLOR: ECHELON -
WEATHERVANE BRONZE



BR1 - BRICK VENEER
COLOR: SIOUX CITY BRICK -
BADLANDS SMOOTH



S1 - MASONRY VENEER
COLOR: HILLCREST STONE -
PEWTER



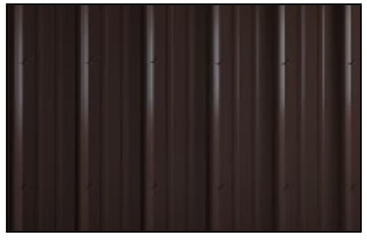
W1 - FIBER CEMENT SIDING -
WOOD GRAIN
COLOR: NICHIHA VINTAGEWOOD -
CEDAR



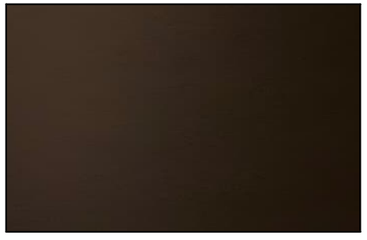
S2 - CAST STONE
COLOR: PALE MAIZE



MP1 - METAL PANEL - RIBBED
COLOR: CHARCOAL GRAY



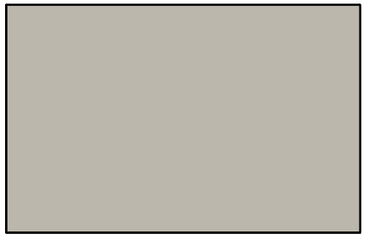
MP2 - METAL PANEL - STANDING
SEAM
COLOR: BRONZE



MP3 - METAL PANEL - SMOOTH
COLOR: BRONZE



PM1 - PREFINISHED METAL
COLOR: BLACK



PT1 - PAINTED METAL
COLOR: SW7016 "MINDFUL GRAY"

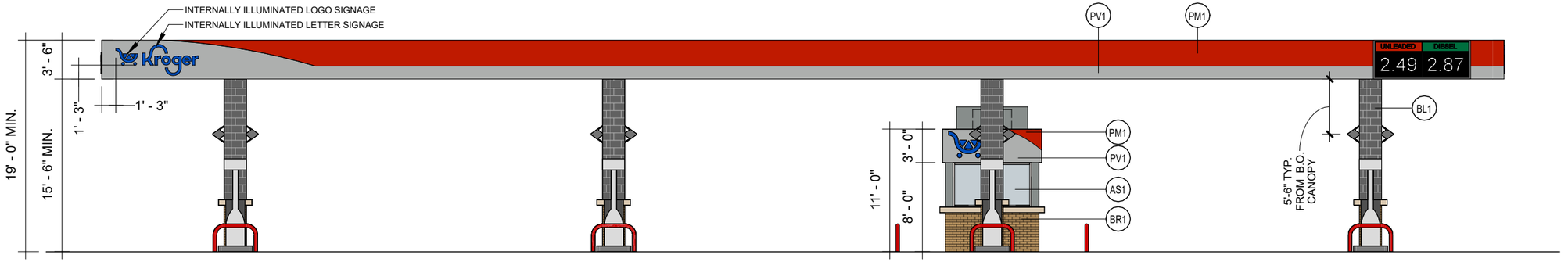
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

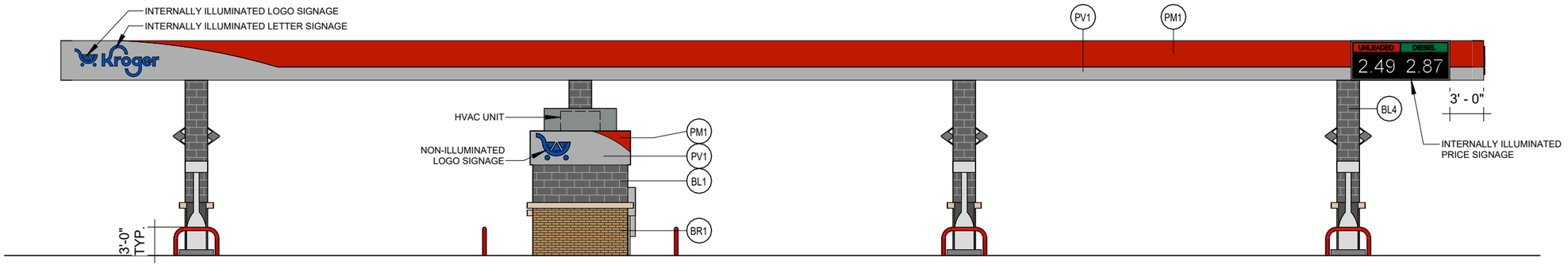
Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER DAL696

MANSFIELD, TX
MATERIAL BOARD
ZC#26-003



FRONT ELEVATION



REAR ELEVATION

MATERIAL LEGEND

BL1- DECORATIVE, INTEGRALLY COLORED CMU
SPLIT FACE
ECHELON - GREY GRANITE

BR1 - BRICK VENEER
SIOUX CITY BRICK - BADLANDS SMOOTH

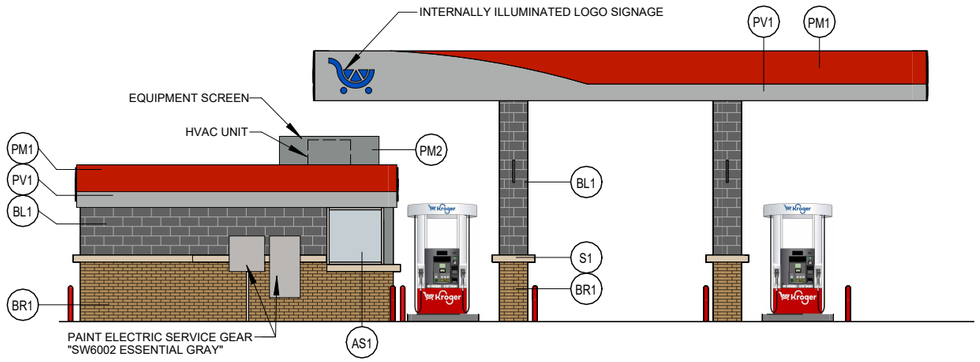
PM1 - PREFINISHED METAL
ARCONIC ACM - SCARLET RED

PM2 - PREFINISHED METAL
ACM - SILVERSMITH

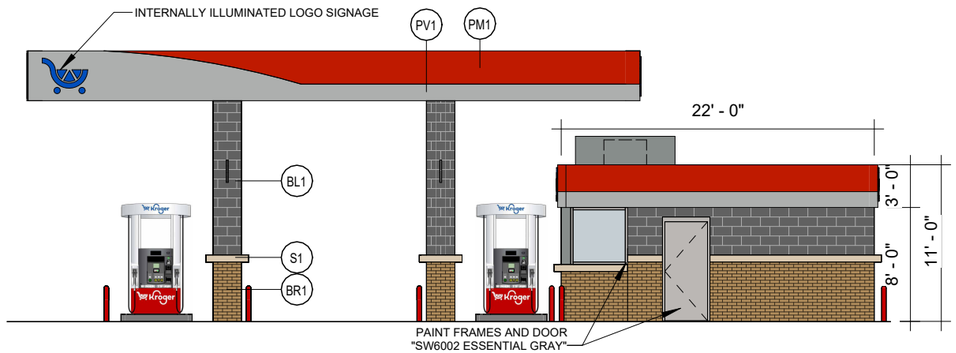
PV1 - PREFINISHED VINYL
3M - SATIN ALUMINUM

AS1 - PREFINISHED ALUMINUM STOREFRONT
COLOR: CLEAR ANODIZED

S1 - CAST STONE
PALE MAIZE



LEFT ELEVATION



RIGHT ELEVATION

EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER STORE DAL696 - MANSFIELD, TX

FUEL CENTER ELEVATIONS
04.23.26
ZC#26-003



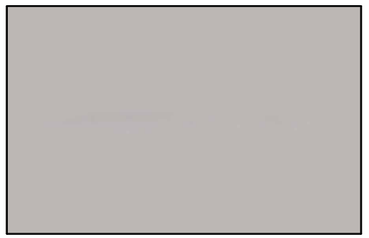
BL1 - DECORATIVE,
INTEGRALLY COLORED CMU -
SPLIT FACE
COLOR: ECHELON -
GREY GRANITE



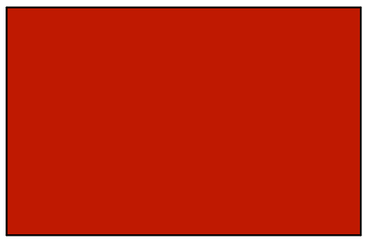
BR1 - BRICK VENEER
COLOR: SIOUX CITY BRICK -
BADLANDS SMOOTH



S1 - CAST STONE
COLOR: PALE MAIZE



PAINT -
SHERWIN WILLIAMS
COLOR: 6002 ESSENTIAL GRAY



PM1 - PREFINISHED METAL
ARCONIC ACM - SCARLET RED



PM2 - PREFINISHED METAL
ACM - SILVERSMITH



PV1 - PREFINISHED VINYL
3M - SATIN ALUMINUM

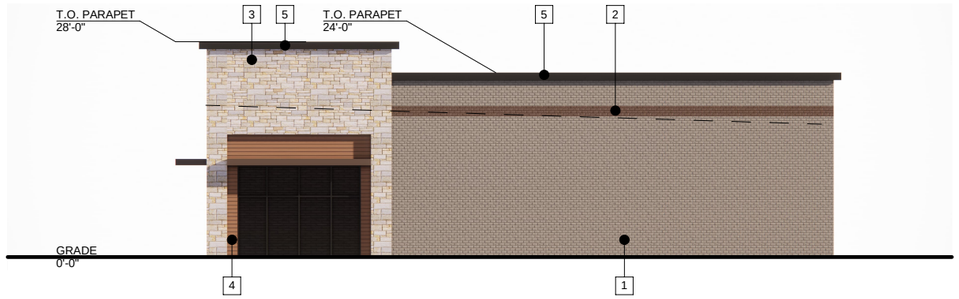
EXHIBIT C.2

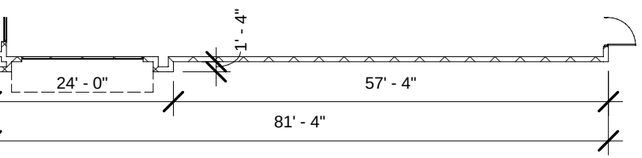
Heights Venture
ARCHITECTURE DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

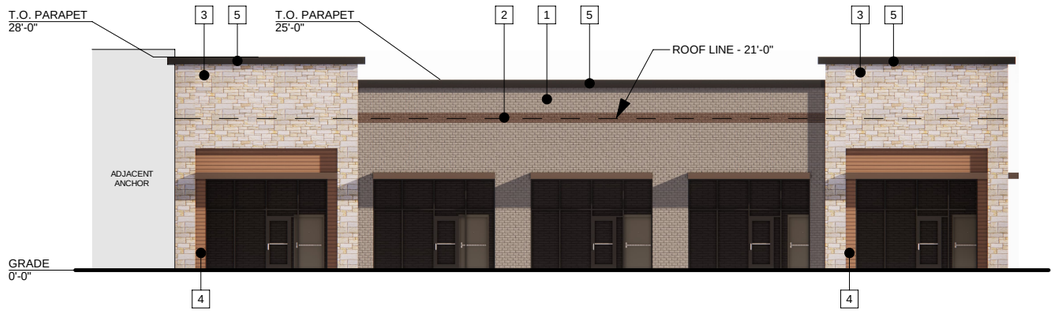
KROGER STORE DAL696 - MANSFIELD, TX

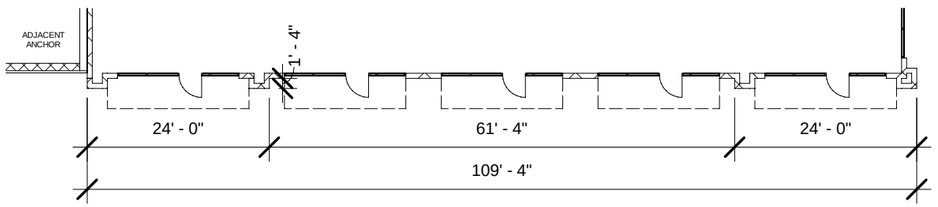
FUEL CENTER MATERIAL BOARD
04.23.26
ZC#26-003



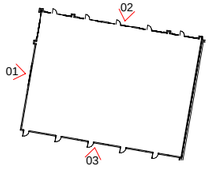


WEST ELEVATION 01
1" = 20'-0"





NORTH ELEVATION 02
1" = 20'-0"



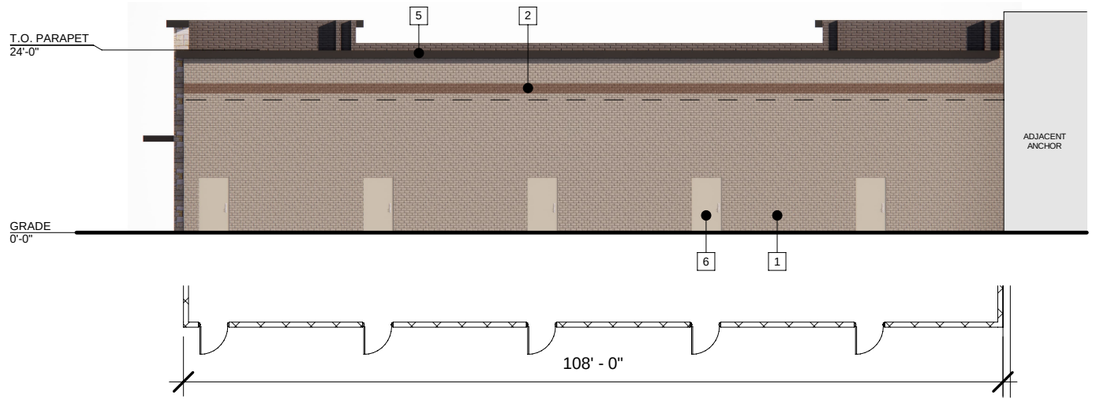
KEY PLAN

MATERIAL TABLE

	NORTH		SOUTH		WEST		BLDG TOTAL	
B1	674 SF	42%	2087 SF	95%	1205 SF	72%	3966 SF	73%
S1	556 SF	35%	--	--	277 SF	17%	833 SF	15%
MASONRY TOTAL	*1230 SF*	*77%*	*2087 SF*	*95%*	*1482 SF*	*89%*	*4799 SF*	*88%*
PM1	184 SF	12%	107 SF	5%	84 SF	5%	375 SF	7%
W1	182 SF	11%	--	--	107 SF	6%	289 SF	5%
TOTAL	**1631 SF**	**100%**	**2194 SF**	**100%**	**1673 SF**	**100%**	**5463 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - WEATHERVANE BRONZE
3. S1 - MASONRY VENEER
   COLOR: HILLCREST STONE - PEWTER
4. W1 - FIBER CEMENT SIDING - WOOD GRAIN
   COLOR: NICHIHA VINTAGEWOOD - CEDAR
5. PM1 - PREFINISHED METAL
   COLOR: BLACK
6. PT1 - PAINTED METAL
   COLOR: SW7016 "MINDFUL GRAY"



SOUTH ELEVATION 03
1" = 20'-0"

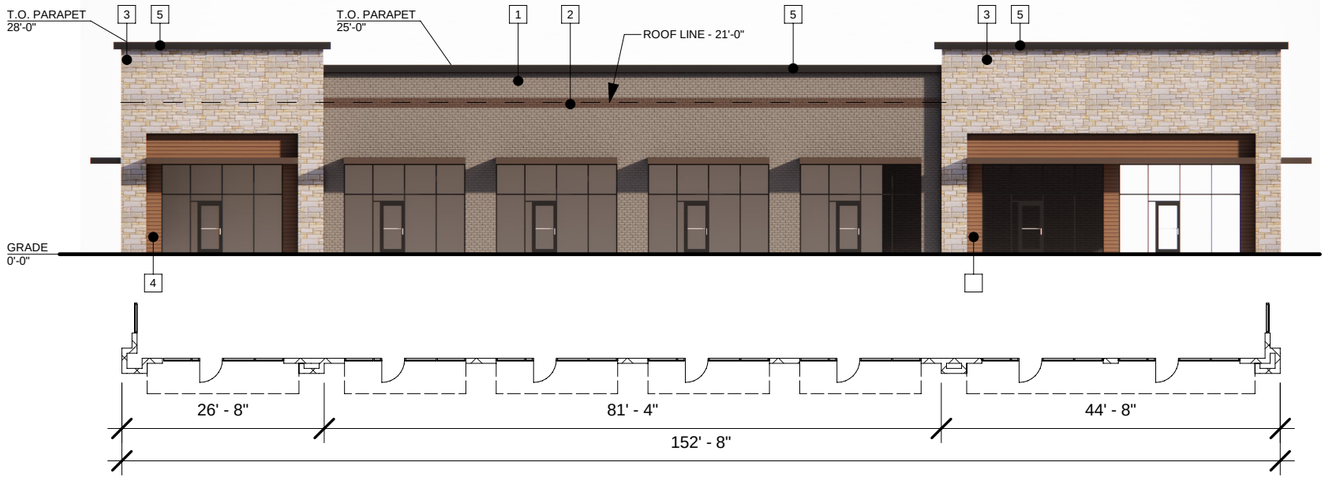
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

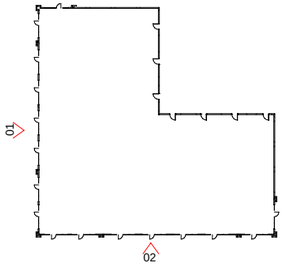
WEBER & COMPANY

MANSFIELD, TX
RETAIL B - EXTERIOR ELEVATIONS
ZC#26-003



EAST ELEVATION 01

1" = 20'-0"



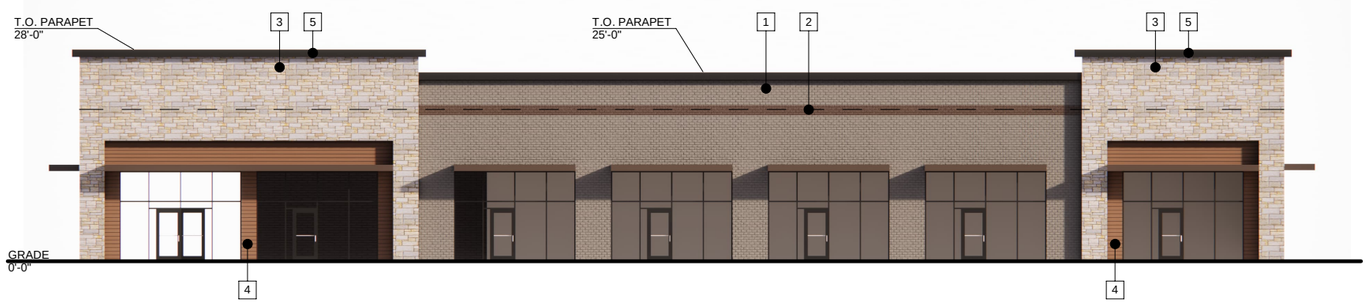
KEY PLAN

MATERIAL TABLE

	NORTH		EAST		SOUTH		WEST		BLDG TOTAL	
B1	1275 SF	45%	1131 SF	42%	2888 SF	81%	2779 SF	80%	8073 SF	64%
S1	998 SF	35%	998 SF	37%	400 SF	11%	400 SF	12%	2796 SF	22%
MASONRY TOTAL	*2273 SF*	*80%*	*2129 SF*	*89%*	*3288 SF*	*92%*	*3179 SF*	*92%*	*10869 SF*	*86%*
PM1	261 SF	9%	258 SF	10%	177 SF	5%	171 SF	5%	867 SF	7%
W1	306 SF	11%	303 SF	11%	111 SF	3%	111 SF	3%	831 SF	7%
TOTAL	**2840 SF**	**100%**	**2690 SF**	**100%**	**3576 SF**	**100%**	**3461 SF**	**100%**	**12567 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - WEATHERVANE BRONZE
3. S1 - MASONRY VENEER
   COLOR: HILLCREST STONE - PEWTER
4. W1 - FIBER CEMENT SIDING - WOOD GRAIN
   COLOR: NICHIHA VINTAGEWOOD - CEDAR
5. PM1 - PREFINISHED METAL
   COLOR: BLACK
6. PT1 - PAINTED METAL
   COLOR: SW7016 "MINDFUL GRAY"



NORTH ELEVATION 02

1" = 20'-0"

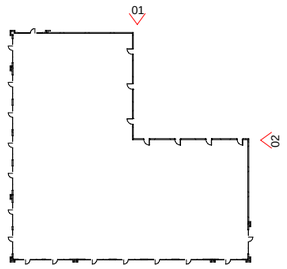
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

WEBER & COMPANY

MANSFIELD, TX
RETAIL D - EXTERIOR ELEVATIONS
ZC#26-003



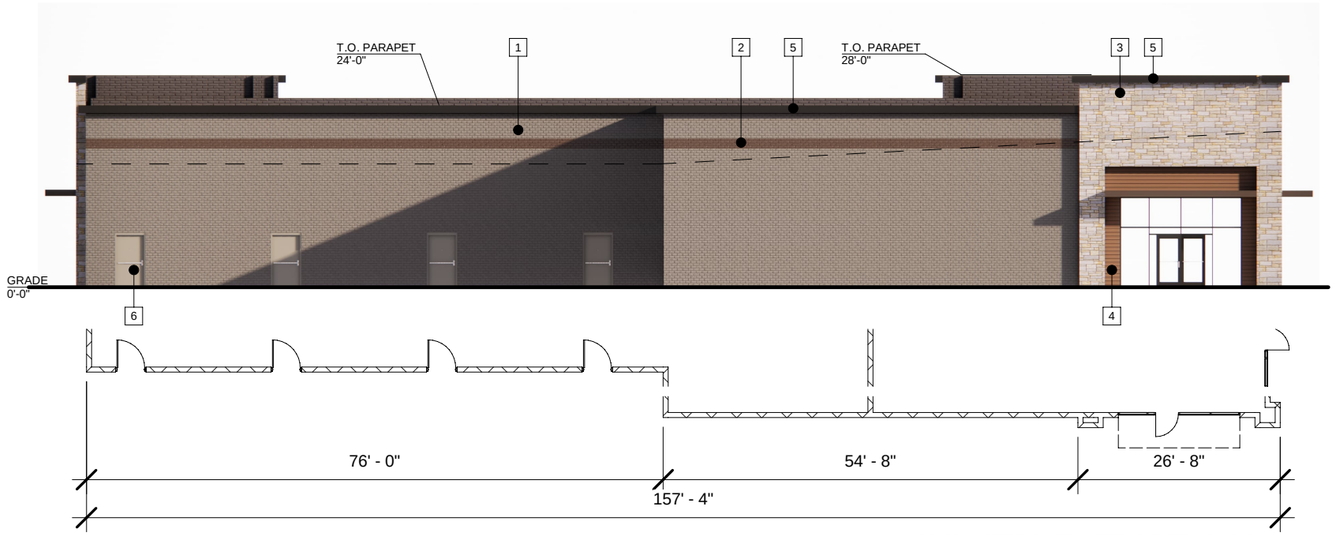
KEY PLAN

MATERIAL TABLE

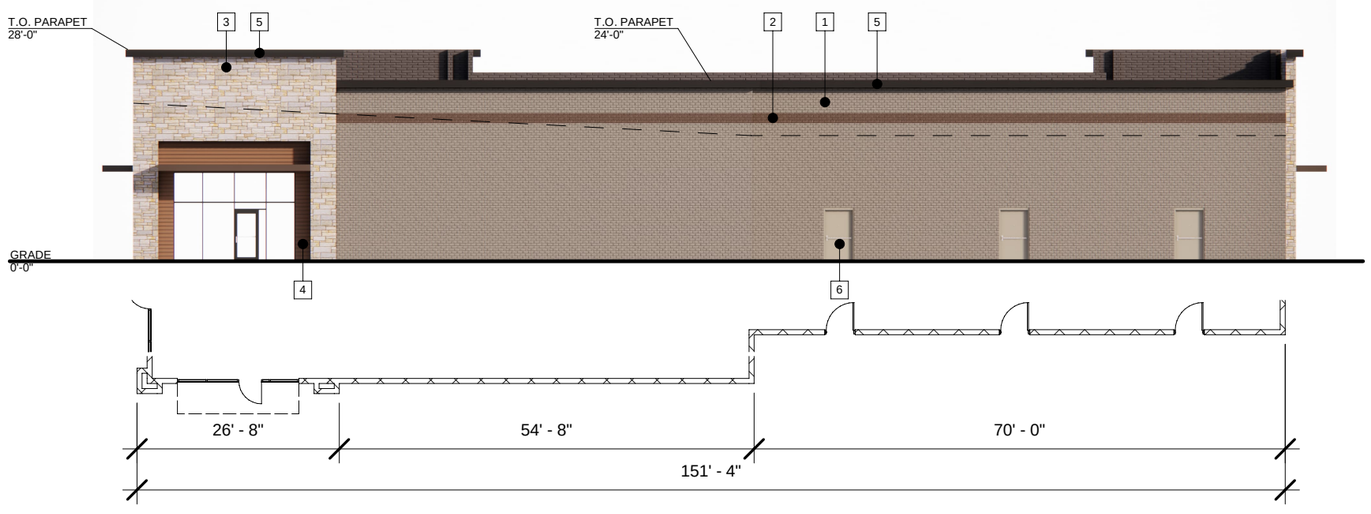
	NORTH		EAST		SOUTH		WEST		BLDG TOTAL	
B1	1275 SF	45%	1131 SF	42%	2888 SF	81%	2779 SF	80%	8073 SF	64%
S1	998 SF	35%	998 SF	37%	400 SF	11%	400 SF	12%	2796 SF	22%
MASONRY TOTAL	*2273 SF*	*80%*	*2129 SF*	*89%*	*3288 SF*	*92%*	*3179 SF*	*92%*	*10869 SF*	*86%*
PM1	261 SF	9%	258 SF	10%	177 SF	5%	171 SF	5%	867 SF	7%
W1	306 SF	11%	303 SF	11%	111 SF	3%	111 SF	3%	831 SF	7%
TOTAL	**2840 SF**	**100%**	**2690 SF**	**100%**	**3576 SF**	**100%**	**3461 SF**	**100%**	**12567 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE
   COLOR: ECHELON - WEATHERVANE BRONZE
3. S1 - MASONRY VENEER
   COLOR: HILLCREST STONE - PEWTER
4. W1 - FIBER CEMENT SIDING - WOOD GRAIN
   COLOR: NICHIHA VINTAGEWOOD - CEDAR
5. PM1 - PREFINISHED METAL
   COLOR: BLACK
6. PT1 - PAINTED METAL
   COLOR: SW7016 "MINDFUL GRAY"



SOUTH ELEVATION 01
1" = 20'-0"



WEST ELEVATION 02
1" = 20'-0"

EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

WEBER & COMPANY

MANSFIELD, TX
RETAIL D - EXTERIOR ELEVATIONS
ZC#26-003



BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE ECHELON - GREY GRANITE



BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SMOOTH FACE ECHELON - WEATHERVANE BRONZE



S1 - MASONRY VENEER
COLOR: HILLCREST STONE - PEWTER



W1 - FIBER CEMENT SIDING - WOOD GRAIN
COLOR: NICHIHA VINTAGEWOOD - CEDAR



PM1 - PREFINISHED METAL
COLOR: BLACK



PT1 - PAINTED METAL
COLOR: SW7016 "MINDFUL GRAY"

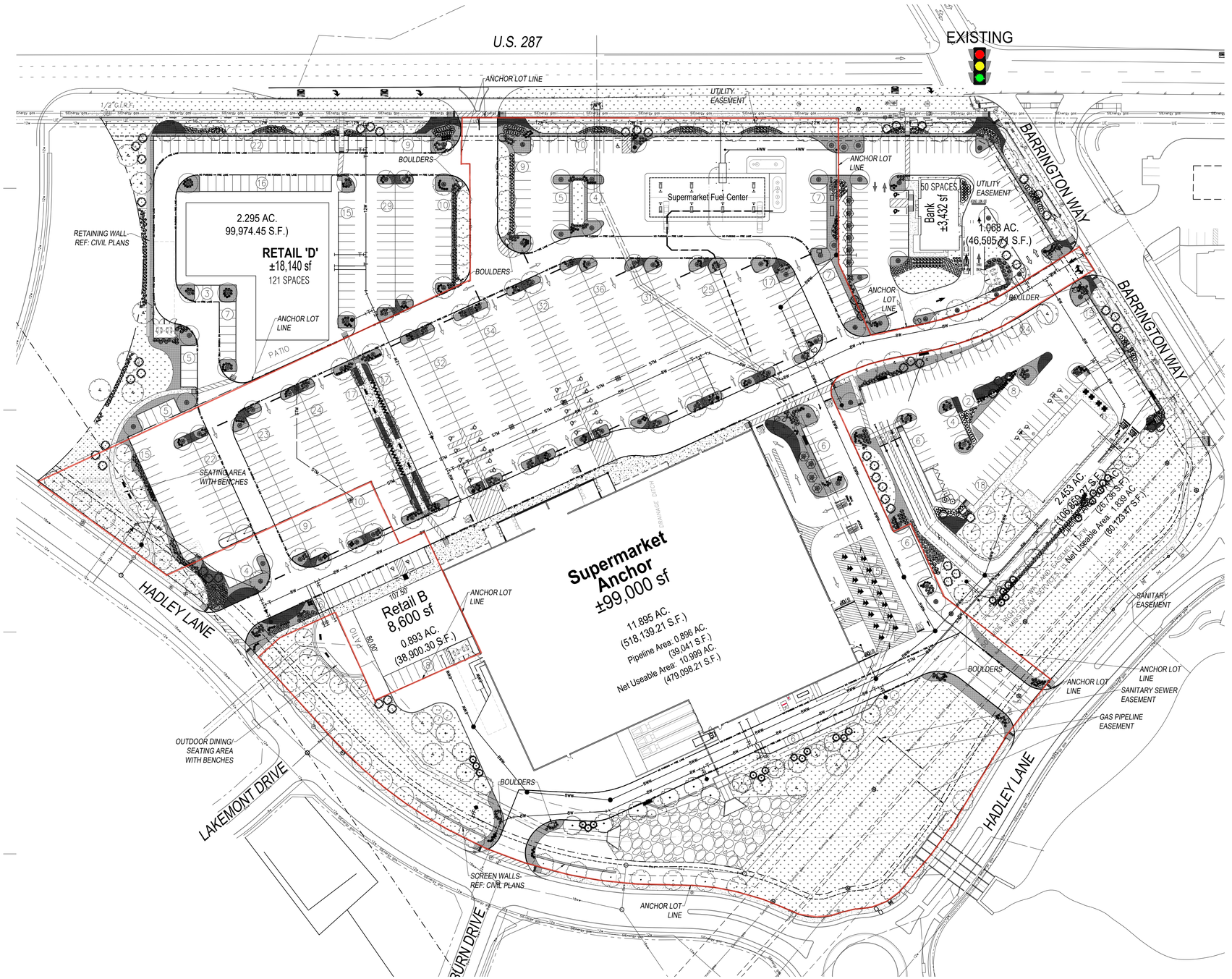
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

WEBER & COMPANY

MANSFIELD, TX
MATERIAL BOARD
ZC#26-003



PLANT SCHEDULE

SYMBOL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
TREES / ORNAMENTAL TREES					
	AE	Allee Elm	*Ulmus parvifolia 'Emer II Allee'*	3" caliper	B&B or Cont., 12'-14' ht., 5'-6' sp.,single straight trunk, matched
	SRO	Shumard Red Oak	*Quercus shumardii*	3" caliper	B&B or Cont., 12'-14' ht., 5'-6' sp.,single straight trunk, matched
	CE	Cedar Elm	*Ulmus crassifolia*	3" caliper	B&B or Cont., 12'-14' ht., 5'-6' sp.,single straight trunk, matched
	DE	Drake Elm	*Ulmus crassifolia ' Drake'*	3" caliper	B&B or Cont., 12'-14' ht., 5'-6' sp.,single straight trunk, matched
	CP	Chinese Pistache	*Pistacia chinensis*	3" caliper	B&B or Cont., 12' min. ht., 5'-6' sp.,single straight trunk, matched
	ERC	Eastern Red Cedar	*Juniperus virginiana*	2" caliper	B&B or Cont., 6'-7' ht., 3'-5' sp.,full to ground
	VT	Vitex	*Vitex agnus-castus*	1.5" caliper	B&B or Cont., 5'-7' ht., 3'-5' sp.,3 canes min.
	CM	Crape Myrtle	*Lagerstroemia indica x fauriei ' Natchez'*	1.5" caliper	B&B or Cont., 5'-7' ht., 3'-5' sp.,3 canes min.
	YH	Yaupon Holly	*Ilex vomitora*	1.5" caliper	B&B or Cont., 5'-7' ht., 3'-5' sp.,3 canes min.
	SP	Sabal Palm	*Sabal texana*		B&B or Cont., 6'-8' ht. clear trunk, 6-7 fronds minimum
	NRS	Nellie R. Stevens Holly	*Ilex x 'Nellie R. Stevens'*		B&B or Cont. 40"-48"min ht., 28"-36" sp., full pot, well rooted, 60" - 72" o.c spacing
SHRUBS / ORNAMENTAL GRASSES / TURF					
	DBH	Dwarf Burford Holly	*Ilex cornuta 'Dwarf Burford'*	5 gallon	30"min ht., 24"-26" sp., full pot, well rooted, 3'-6" o.c spacing
	TS	Texas Sage	*Leucophyllum candidum 'Microburst' PP33437*	5 gallon	30"min ht., 24"-26" sp., full pot, well rooted, 42" o.c spacing
	AB	Brilliantina Abelia	*Abelia x grandiflora 'Brilliantina'*	3 gallon	26"-30"min ht., 26"-28" sp., full pot, well rooted, 36" o.c spacing
	RY	Red Yucca	*Hesperaloe parviflora*	3 gallon	20"-22" ht., 20"-24" sp., full pot, well rooted, 36" o.c. spacing
	GM	Gulf Muhly	*Muhlenbergia capillaris*	2 gallon	15"-18" ht., 15"-18" sp., full pot well rooted, 30" o.c. spacing
	AJ	Compact Andorra Juniper	*Juniperus horizontallis ' P.C. 'Youngstown'*	3 gallon	13"-15" ht., 17"-20" sp., full pot well rooted, 30" o.c. spacing
	PW	Purple Wintercreeper	*Euonymus coloratus*	1 gallon	4"-6" ht x 10"-12" sp., full pot, well rooted, 18" o.c spacing
	CB	Common Bermuda	*Cynodon dactylon*		Solid Sod or Hydromulch

MATERIAL SCHEDULE

SYMBOL	KEY	TYPE	REMARKS
	GR	New Mexico Cobble Small: Size: 1"- 2" x 1" -2"	Supplier: Wiz-Q-Stone (or equal) Provide sample for approval 3" min depth with filter fabric
	AT	Artificial Turf	Manufacturer: Synlawn Type: SYNTipede Model: STX4B (or Equal)
	WM	Wood Mulch	Supplier: Living Earth Technologies Type: Dark brown shredded hardwood bark mulch (or equal)
		Steel Edging	Type: Cleanline Size: 1/8" x 4" Color: Black Duraflex Manufacturer: Permoloc (or equal) Install at all locations where planting areas are separated from turf, and between planting areas, AT and GR areas

SPACE BETWEEN
Design Studio

Mailing Address:
P.O. Box 181599
Arlington, Texas 76096-1599
P: 817-247-8226

Street Address:
2325 Belton Drive
Arlington, Texas 76018

MANSFIELD GROCERY STORE

U.S. 287 & BARRINGTON WAY
MANSFIELD, TX

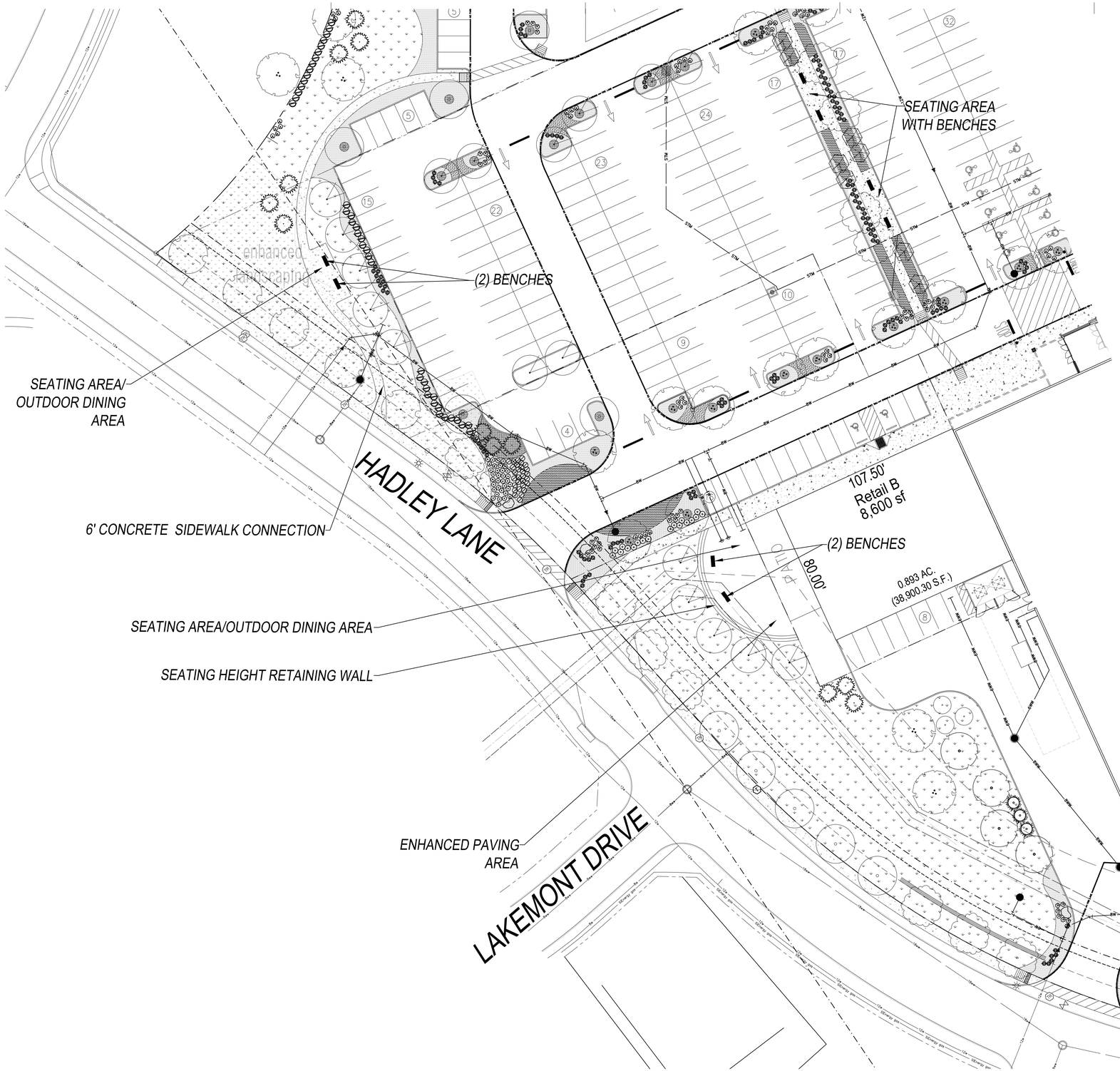
Project Number:
Drawn By: MPG
Civil Plan Review 05.07.26

Revision Date

LANDSCAPE EXHIBIT

C.3

EXHIBIT C
ZC #26-003



PLANT SCHEDULE

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MANSFIELD GROCERY STORE

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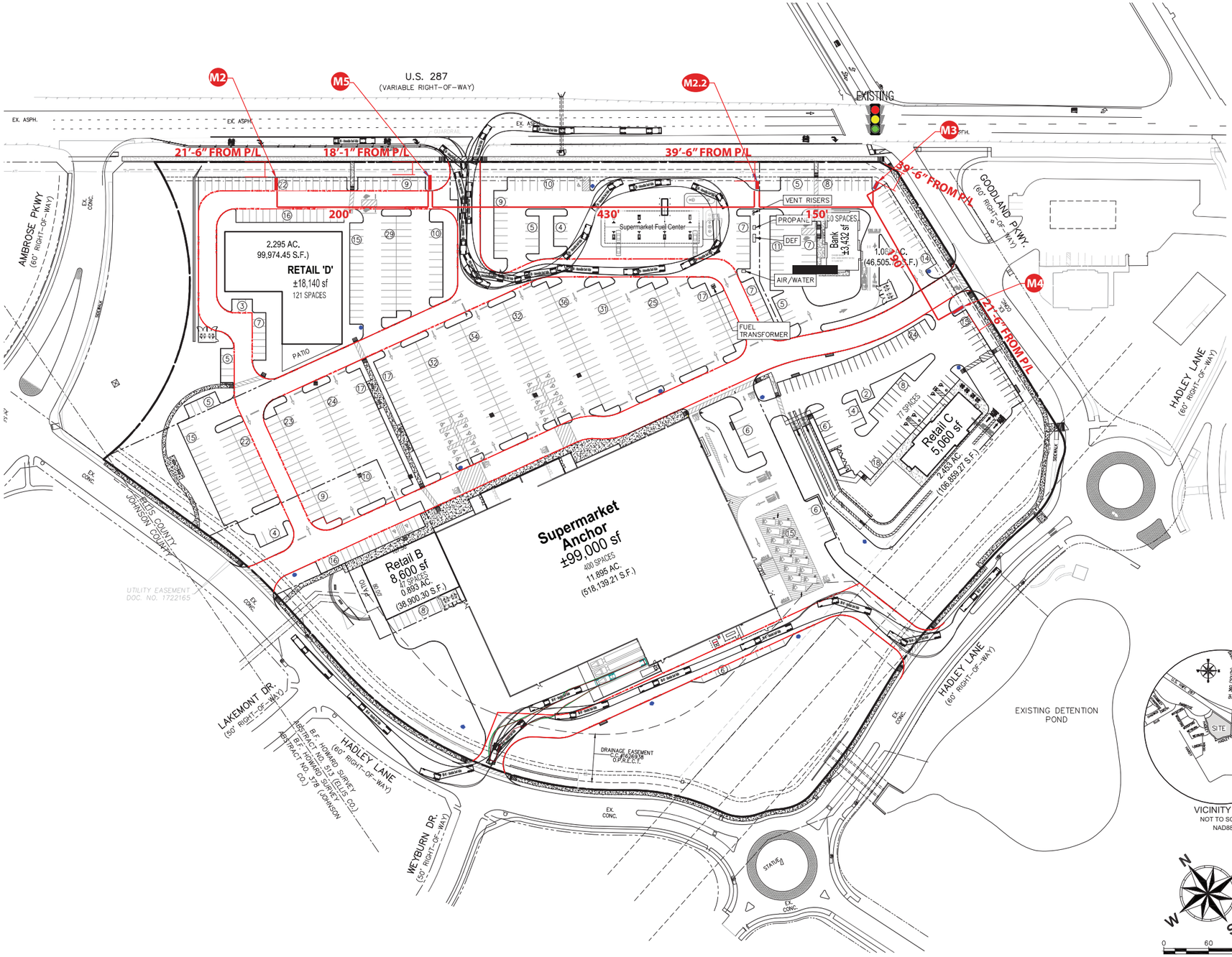
Project Number:
Drawn By: MPG
Civil Plan Review 05.07.26

Revision Date

LANDSCAPE EXHIBIT- PASSIVE AREAS

C.3.1

EXHIBIT C
ZC #26-003



	QTY.	DESCRIPTION	SQ. FT.
M2.2	1	KROGER MONUMENT	44.2
M2	1	KROGER MONUMENT	44.2
M3	1	KROGER MONUMENT	44.2
M4	1	KROGER MONUMENT	75.0
M5	1	KROGER MONUMENT	353.1

KROGER #696
Highway 287 & Highway 360
Mansfield, TX (Address TBD)

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

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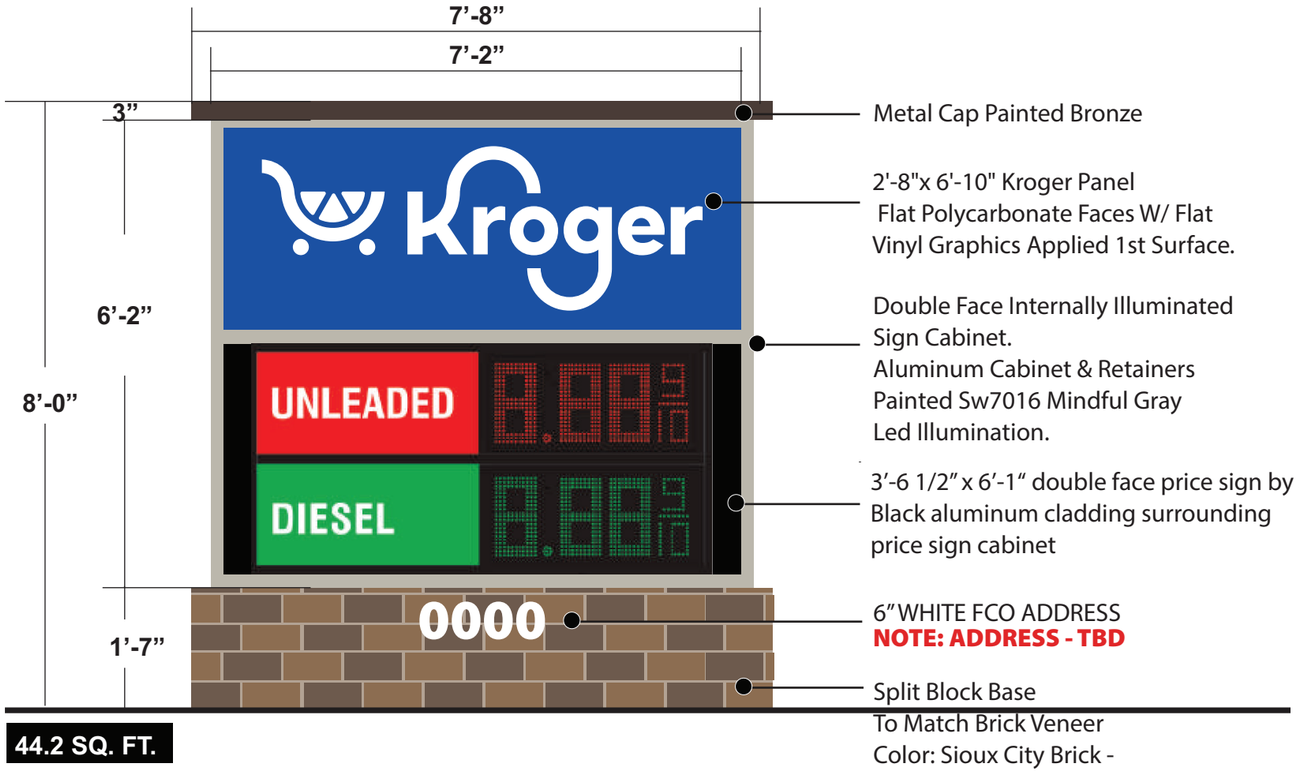
DATE:

	DATE	BY		DATE	BY
Rev. #1			Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

DRAWING NO:
4401138007.03

DATE: 05.07.2026
J. Allington

M2.2



Metal Cap Painted Bronze

2'-8"x 6'-10" Kroger Panel
Flat Polycarbonate Faces W/ Flat
Vinyl Graphics Applied 1st Surface.

Double Face Internally Illuminated
Sign Cabinet.
Aluminum Cabinet & Retainers
Painted Sw7016 Mindful Gray
Led Illumination.

3’-6 1/2” x 6’-1“ double face price sign by others.
Black aluminum cladding surrounding
price sign cabinet

6”WHITE FCO ADDRESS
NOTE: ADDRESS - TBD

Split Block Base
To Match Brick Veneer
Color: Sioux City Brick -
Badlands Smooth
Foundation & Block By Others.
IDENTITI to Provide Pole
& Cement Board.

COLOR KEY

- BRICK VENEER COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

Verification of specs/design required for permitting/installation.
LED digital price signs require 24 hour dedicated circuit
(provided by others) for operation of price sign to remain on all at all times..

SCALE: 1/2” = 1’-0”

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

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CUSTOMER APPROVAL: _____

DATE: _____

	DATE	BY		DATE	BY
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Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

Kroger

DRAWING NO: 4401138007.03
DATE: 05.07.2026
J. Allington

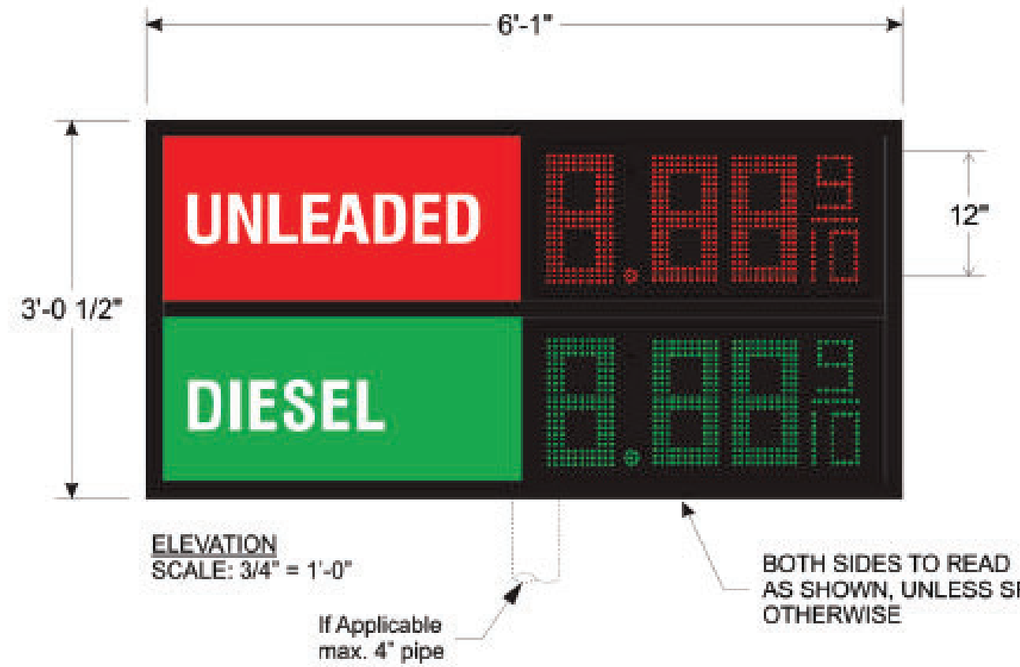
12in Double Product, Double Face

Custom: Contact Landmark for Quote

DIGITAL PRICE SIGN ORDERED BY KROGER, SUPPLIED BY LANDMARK, PERMITTED AND INSTALLED BY IDENTITI

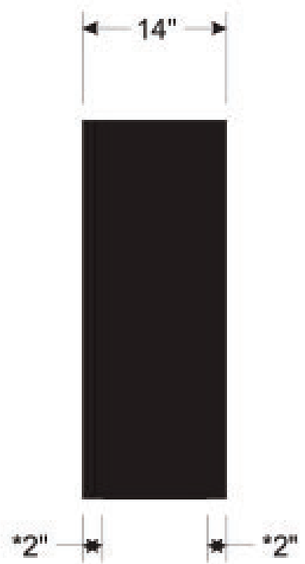
CONSTRUCTION:
- Fabricate a double product D/F LED price sign; using 12" LED units, (2x) red & (2x) green.
- **Illumination:** 24VDC LED backlighting.
- **Cabinet:** Aluminum frame, painted black.
- **Commodity panels:**
  .177" white acrylic decorated with 3M 3630 scotchcal film 1st surface
  - Red, 3630-33
  - Green, 3630-26

ELECTRICAL:
120 VAC, Total circuits 2, 10A recommended
Circuit 1 (LIGHTS) 1A
Circuit 2 (LED price) 2A



ELEVATION
SCALE: 3/4" = 1'-0"

BOTH SIDES TO READ
AS SHOWN, UNLESS SPECIFIED
OTHERWISE



* DO NOT BLOCK TO
ALLOW RETAINER /
FACE REMOVAL.

END VIEW

*Contact Landmark to discuss your specific needs.

SIGN AREA: 18.5 sqft

LANDMARK
Sign Alliance, Inc.
Working Together For You

Phone: 719.505-5455

Client:
The Kroger Co.

Date:
04/08/2015

Drawn by:
MLB

Revisions:
1)

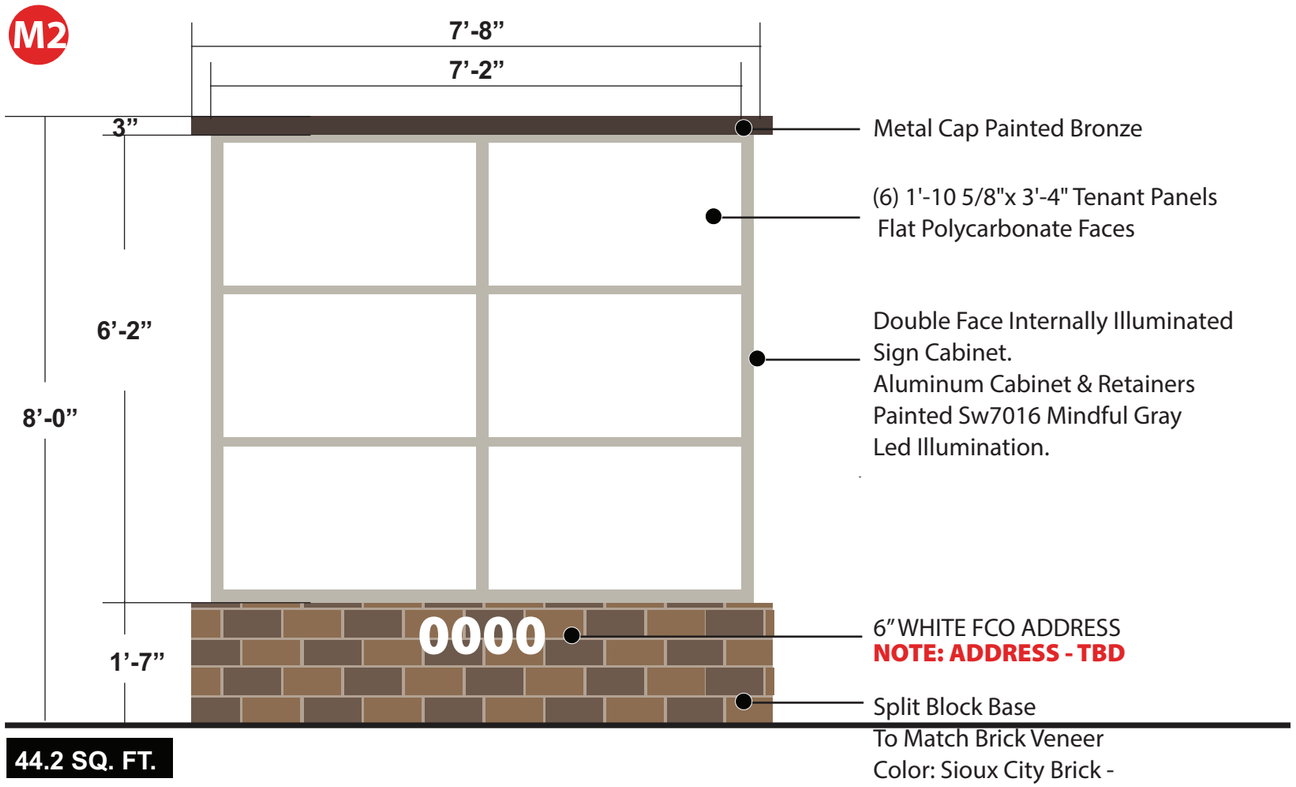
Drawing Number:
150113.3

Sheet:
1 of 1

Approved:

Notes:

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Metal Cap Painted Bronze

(6) 1'-10 5/8"x 3'-4" Tenant Panels
Flat Polycarbonate Faces

Double Face Internally Illuminated
Sign Cabinet.
Aluminum Cabinet & Retainers
Painted Sw7016 Mindful Gray
Led Illumination.

6” WHITE FCO ADDRESS
NOTE: ADDRESS - TBD

Split Block Base
To Match Brick Veneer
Color: Sioux City Brick -
Badlands Smooth
Foundation & Block By Others.
IDENTITI to Provide Pole
& Cement Board.

COLOR KEY

- BRICK VENEER COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE

SCALE: 1/2” = 1’-0”

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

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DATE: _____

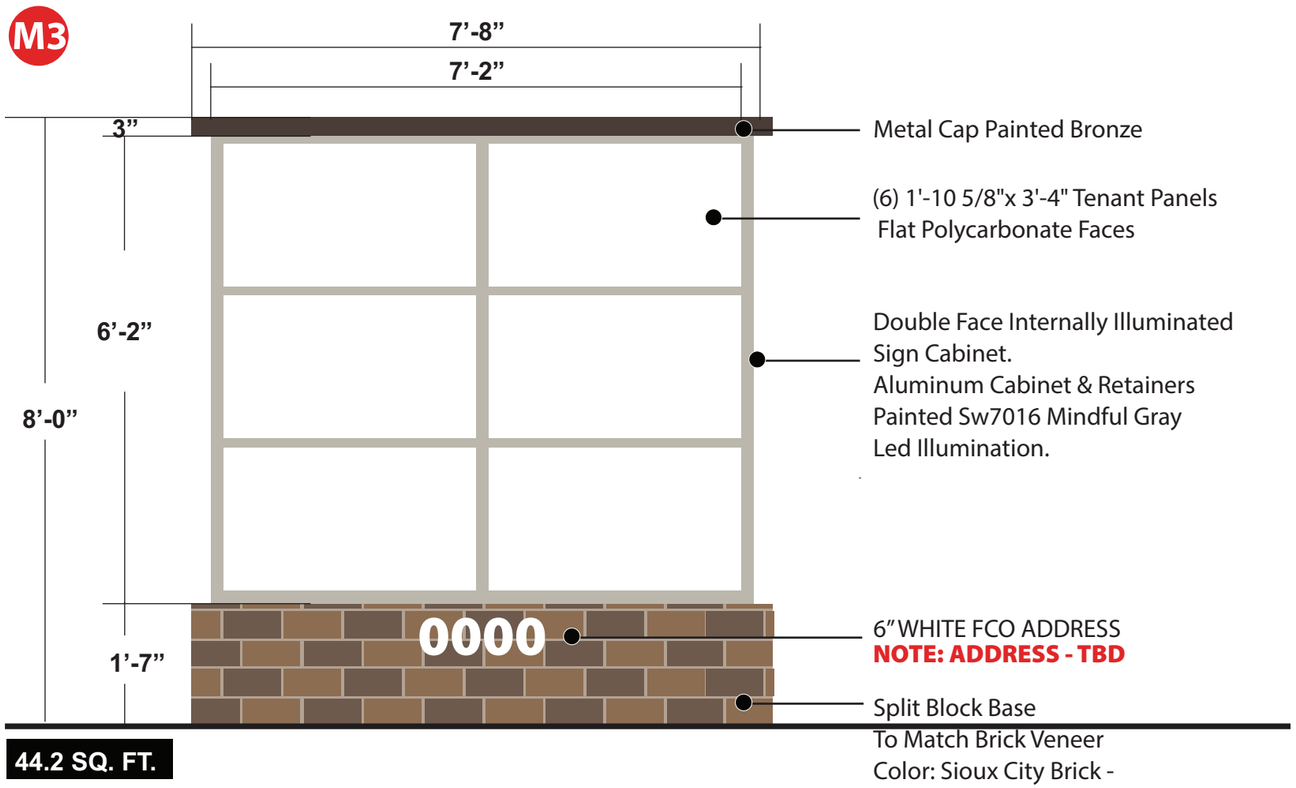
	DATE	BY		DATE	BY
Rev. #1			Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

Kroger

DRAWING NO: 4401138007.03

DATE: 05.07.2026

J. Allington



Metal Cap Painted Bronze

(6) 1'-10 5/8"x 3'-4" Tenant Panels
Flat Polycarbonate Faces

Double Face Internally Illuminated
Sign Cabinet.
Aluminum Cabinet & Retainers
Painted Sw7016 Mindful Gray
Led Illumination.

6” WHITE FCO ADDRESS
NOTE: ADDRESS - TBD

Split Block Base
To Match Brick Veneer
Color: Sioux City Brick -
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Foundation & Block By Others.
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COLOR KEY

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- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

SCALE: 1/2” = 1’-0”

IDENTITI
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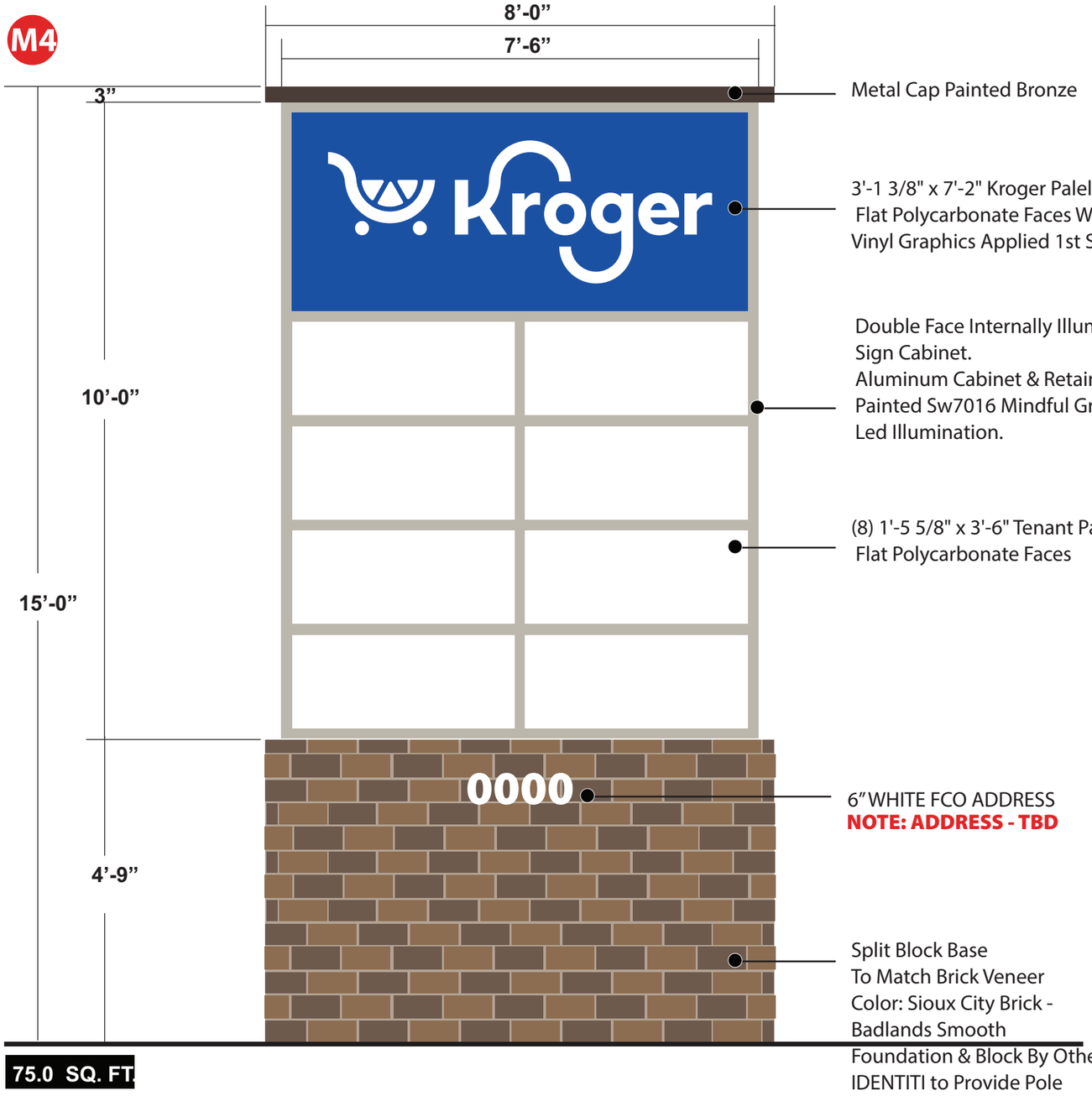
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Rev. #3			Rev. #6		

DRAWING NO: 4401138007.03

DATE: 05.07.2026

J. Allington

M4



Metal Cap Painted Bronze

3'-1 3/8" x 7'-2" Kroger Palels
Flat Polycarbonate Faces W/ Flat
Vinyl Graphics Applied 1st Surface.

Double Face Internally Illuminated
Sign Cabinet.
Aluminum Cabinet & Retainers
Painted Sw7016 Mindful Gray
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(8) 1'-5 5/8" x 3'-6" Tenant Palels
Flat Polycarbonate Faces

6” WHITE FCO ADDRESS
NOTE: ADDRESS - TBD

Split Block Base
To Match Brick Veneer
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- BRICK VENEER
  COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

SCALE: 1/2” = 1’-0”

IDENTITI
2000 Center Drive
Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

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CUSTOMER APPROVAL:

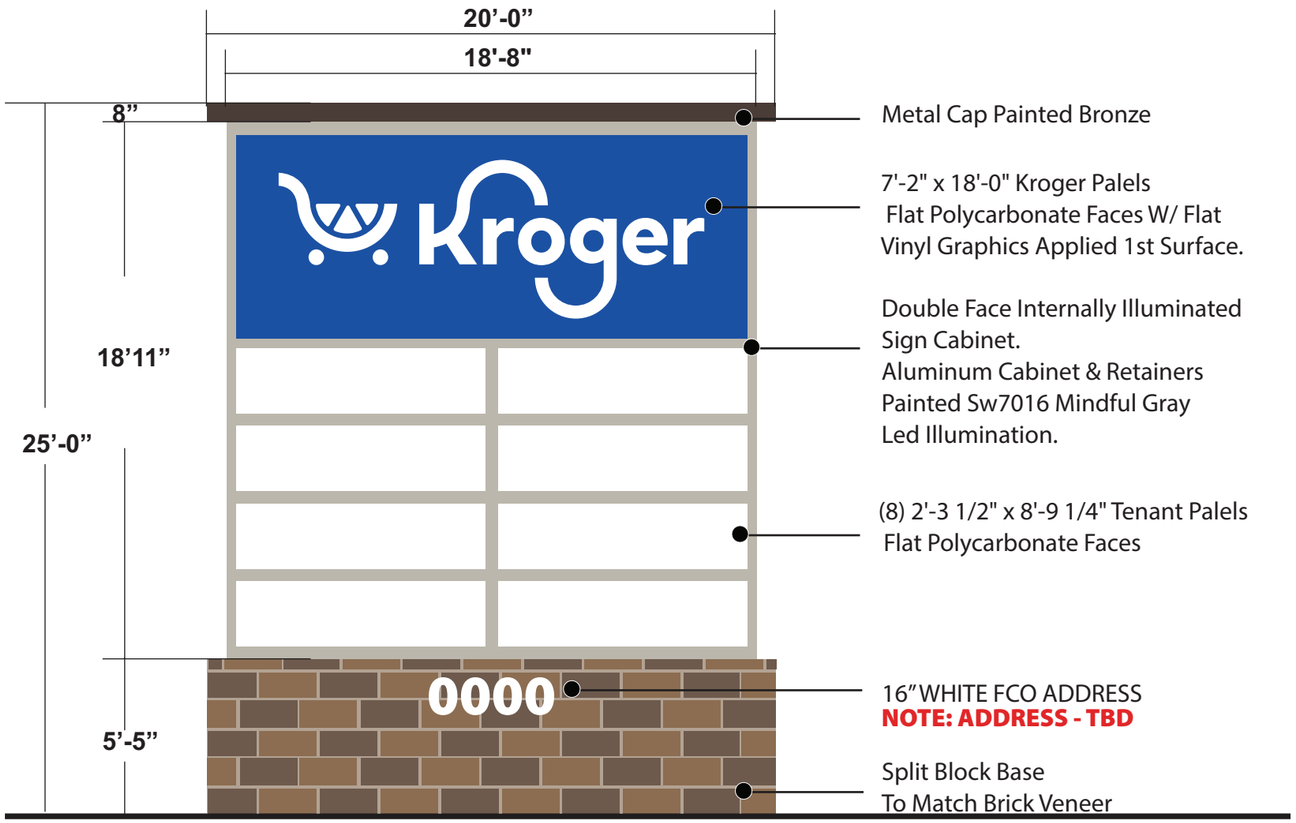
DATE:

	DATE	BY		DATE	BY
Rev. #1			Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

DRAWING NO:
4401138007.03

DATE: 05.07.2026
J. Allington

M5



Metal Cap Painted Bronze

7'-2" x 18'-0" Kroger Palels
Flat Polycarbonate Faces W/ Flat
Vinyl Graphics Applied 1st Surface.

Double Face Internally Illuminated
Sign Cabinet.
Aluminum Cabinet & Retainers
Painted Sw7016 Mindful Gray
Led Illumination.

(8) 2'-3 1/2" x 8'-9 1/4" Tenant Palels
Flat Polycarbonate Faces

16”WHITE FCO ADDRESS
NOTE: ADDRESS - TBD

Split Block Base
To Match Brick Veneer
Color: Sioux City Brick -
Badlands Smooth
Foundation & Block By Others.
IDENTITI to Provide Pole
& Cement Board.

COLOR KEY

- BRICK VENEER COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

SCALE: 3/16”= 1’-0”

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CUSTOMER APPROVAL:

DATE:

	DATE	BY		DATE	BY
Rev. #1			Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

DRAWING NO: 4401138007.03

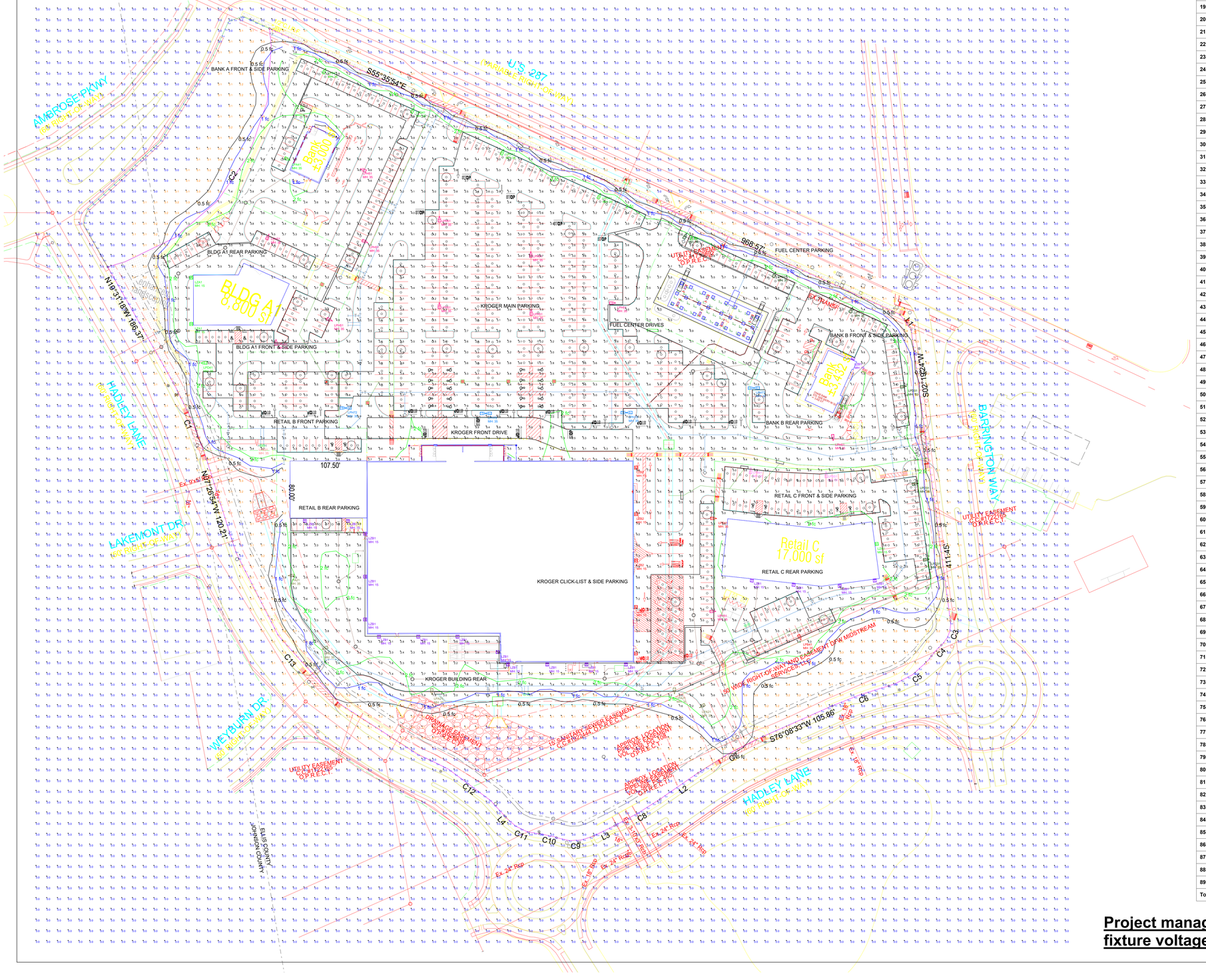
DATE: 05.07.2026

J. Allington

Luminaire Schedule									
Symbol		Qty	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description	Mounting Height (including any base)
		24	FC1	SINGLE	104	2496	14259	1.000	SCV-LED-15L-SC-30	15
		5	LPA21	Single	147.6	738	20364	0.941	GALN-SB2D-730-VOLT-T3-XX	35
		1	LPA41	Single	293.6	293.6	40811	0.941	GALN-SB4D-730-VOLT-T3-XX	35
		2	LPB31	Single	218.1	436.2	30177	0.941	GALN-SB3D-730-VOLT-T4FT-XX	35
		2	LPB41	Single	293.6	587.2	40309	0.941	GALN-SB4D-730-VOLT-T4FT-XX	35
		2	LPB51	Single	364.9	729.8	50806	0.941	GALN-SB5D-730-VOLT-T4FT-XX	35
		6	LPD31	Single	218.1	1308.6	23945	0.941	GALN-SB3D-730-VOLT-T3-XX-HSS	35
		5	LPD41	Single	293.6	1468	31985	0.941	GALN-SB4D-730-VOLT-T3-XX-HSS	35
		12	LPH51	Single	364.9	4378.8	53833	0.941	GALN-SB5D-730-VOLT-5MQ-XX	35
		4	LPH72	Back-Back	512.8	4102.4	75789	0.941	GALN-SB7D-730-VOLT-5MQ-XX	35
		3	LZA1	Single	67.2	201.6	7677	0.941	GWS-SA1F-730-VOLT-T3-XX	15
		18	LZB1	Single	67.2	1209.6	7410	0.941	GWS-SA1F-730-VOLT-T4FT-XX	15
		5	LZB2	Single	124.5	622.5	14269	0.941	GWS-SA2F-730-VOLT-T4FT-XX	15

Total Watts = 18572.29

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CALCPTS@GRADE	Illuminance	Fc	1.07	12.0	0.0	N.A.	N.A.
FUEL CANOPY	Illuminance	Fc	43.13	51.4	36.3	1.19	1.42
PROPERTY LINE	Illuminance	Fc	0.16	0.5	0.0	N.A.	N.A.
BANK A FRONT & SIDE PARKING	Illuminance	Fc	3.73	5.0	2.0	1.87	2.50
BANK B FRONT & SIDE PARKING	Illuminance	Fc	3.24	4.7	2.1	1.54	2.24
BANK B REAR PARKING	Illuminance	Fc	8.85	11.3	7.0	1.26	1.61
BLDG A1 FRONT & SIDE PARKING	Illuminance	Fc	4.30	5.5	2.2	1.95	2.50
BLDG A1 REAR PARKING	Illuminance	Fc	3.51	4.4	2.8	1.25	1.57
FUEL CENTER DRIVES	Illuminance	Fc	4.38	12.0	2.0	2.19	6.00
FUEL CENTER PARKING	Illuminance	Fc	2.71	3.4	2.0	1.36	1.70
KROGER BUILDING REAR	Illuminance	Fc	2.56	6.7	1.2	2.13	5.58
KROGER CLICK-LIST & SIDE PARKING	Illuminance	Fc	3.03	4.5	2.2	1.38	2.05
KROGER FRONT DRIVE	Illuminance	Fc	4.46	9.4	1.8	2.48	5.22
KROGER MAIN PARKING	Illuminance	Fc	3.71	10.7	2.0	1.86	5.35
RETAIL B FRONT PARKING	Illuminance	Fc	4.59	10.7	2.1	2.19	5.10
RETAIL B REAR PARKING	Illuminance	Fc	3.44	3.8	2.7	1.27	1.41
RETAIL C FRONT & SIDE PARKING	Illuminance	Fc	3.74	6.3	2.0	1.87	3.15
RETAIL C REAR PARKING	Illuminance	Fc	3.20	3.7	2.1	1.52	1.76



Project manager to specify fixture voltage for each fixture type

0 20 40 60 80 120

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	FC1	964	858.25	15	66	0
2	FC1	970.75	872.75	15	66	0
3	FC1	983.5	867	15	66	0
4	FC1	976.75	852.5	15	66	0
5	FC1	970.25	837.75	15	66	0
6	FC1	957.5	843.5	15	66	0
7	FC1	933	872.25	15	66	0
8	FC1	939.75	886.75	15	66	0
9	FC1	952.5	881	15	66	0
10	FC1	945.75	866.5	15	66	0
11	FC1	939.25	851.75	15	66	0
12	FC1	926.5	857.5	15	66	0
13	FC1	902	886.25	15	66	0
14	FC1	908.75	900.75	15	66	0
15	FC1	921.5	895	15	66	0
16	FC1	914.75	880.5	15	66	0
17	FC1	908.25	866	15	66	0
18	FC1	895.5	871.5	15	66	0
19	FC1	871	900.25	15	66	0
20	FC1	877.75	914.75	15	66	0
21	FC1	890.5	909	15	66	0
22	FC1	883.75	894.5	15	66	0
23	FC1	877.25	880	15	66	0
24	FC1	864.5	885.75	15	66	0
25	LPA21	375	402.5	35	21	0
26	LPA21	327.5	505.5	35	0	0
27	LPA21	528	339.5	35	90	0
28	LPA21	867.5	340.5	35	90	0
29	LPA21	903	321	35	30	0
30	LPA41	329.5	1087	35	157	0
31	LPB31	198.5	979.5	35	298	0
32	LPB31	283	688	35	90	0
33	LPB41	1044.5	415.5	35	115	0
34	LPB41	926	585.5	35	180	0
35	LPB51	1079.5	650.5	35	272	0
36	LPB51	974.5	656	35	264	0
37	LPD31	1116.5	880.5	35	243	0
38	LPD31	1009	930	35	243	0
39	LPD31	1208	634.5	35	188	0
40	LPD31	1223.5	528.5	35	188	0
41	LPD31	1191.5	770.5	35	188	0
42	LPD31	884	984	35	243	0
43	LPD41	503	1160	35	243	0
44	LPD41	379.5	1215	35	243	0
45	LPD41	764	1040	35	243	0
46	LPD41	628.5	1101.5	35	243	0
47	LPD41	205.5	803	35	0	0
48	LPH51	538.5	887	35	270	0
49	LPH51	667	877.5	35	270	0
50	LPH51	666.5	958.5	35	270	0
51	LPH51	388.5	862	35	157	0
52	LPH51	428.5	1074.5	35	337	0
53	LPH51	438	971.5	35	157	0
54	LPH51	538.5	1008	35	270	0
55	LPH51	310	835.5	35	270	0
56	LPH51	925	455.5	35	180	0
57	LPH51	1089.5	695	35	95	0
58	LPH51	300	983	35	247	0
59	LPH51	784.5	887	35	180	0
60	LPH72	603.5	732.5	35	0	0
61	LPH72	407.5	740	35	0	0
62	LPH72	978.5	768	35	0	0
63	LPH72	800.5	733.5	35	0	0
64	LZA1	193.5	922.5	15	180	0
65	LZA1	193.5	857.5	15	180	0
66	LZA1	1148.5	549.5	15	7	0
67	LZB1	799.5	383	15	270	0
68	LZB1	744.5	383	15	270	0
69	LZB1	689.5	383	15	270	0
70	LZB1	634.5	383	15	270	0
71	LZB1	622	398.5	15	180	0
72	LZB1	564	422	15	270	0
73	LZB1	509	422	15	270	0
74	LZB1	454	422	15	270	0
75	LZB1	436.5	444	15	180	0
76	LZB1	436.5	504	15	180	0
77	LZB1	436.5	564	15	180	0
78	LZB1	410.5	584	15	270	0
79	LZB1	350.5	584	15	270	0
80	LZB1	1147.5	500.5	15	275.477	0
81	LZB1	1098.5	493	15	275.477	0
82	LZB1	1034.5	494.5	15	263	0
83	LZB1	976	500.5	15	263	0
84	LZB1	1116.5	807.5	15	67	0
85	LZB2	811.5	656.5	15	0	0
86	LZB2	811.5	591.5	15	0	0
87	LZB2	811.5	526.5	15	0	0
88	LZB2	811.5	461.5	15	0	0
89	LZB2	811.5	396.5	15	0	0
Total Quantity: 89						

COOPER Lighting Solutions
Applications Engineering
1121 Highway 74 South
Peachtree City, GA 30269
e-mail:
mkt-lightingapplications@cooperlighting.com

We make no representation as to its completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application. All digital CAD data appear to be extremely accurate, however, this apparent accuracy is an artifact of the techniques used to generate it, and is in no way intended to imply actual accuracy. The user of this data takes full responsibilityfor the accuracy and correctness of all measurements, area, inventories or other data extracted from this, either manually or with the use of a computer. This light level analysis is an estimate only, and is based on estimated reflectance values for interior applications or estimated pole locations suseed on specified light levels for exterior applications. Any variance from reflectance values, obstructions, light loss factors or dimensional data will affect the accuracy of the light level analysis. Actual measurements should be taken after installation to verify that specified light levels are achieved. In addition, values may vary from actual measurements in certain situations due to variances, such as but not limited to, lamp output, input voltage ballast variances,manufacturing tolerances and application variances. The presence of objects will decrease light levels and may cause some shadowing.
Lighting application drawings are being provided to the recipient of this disclaimer.

Project Name:
KROGER DAL-696
Mansfield, TX

Client:
The Kroger Co.
Craig Winkler

Drawn By:
CF

Date:
3/3/2026

Scale:
1" = 50'

Project No:
2600208.AGI

U.S. 287
(VARIABLE RIGHT-OF-WAY)

EXISTING

EX. ASPH.

Vaults

AMBROSE PKWY
(60' RIGHT-OF-WAY)

EX. CONC.

RETAIL 'D'
±18,140 sf
120 SPACES

Supermarket Fuel Center

50 SPACES

Bank
±3,432 sf

DRIVE-THRU

PATIO

BARRINGTON WAY
(60' RIGHT-OF-WAY)

Retail C
5,060 sf

Supermarket
Anchor
±99,000 sf

Retail B
8,600 sf

PATIO

ELLIS COUNTY
JOHNSON COUNTY

UTILITY EASEMENT
DOC. NO. 1722165

LAKEMONT DR.
(50' RIGHT-OF-WAY)

HADLEY LANE
(60' RIGHT-OF-WAY)

B.F. HOWARD SURVEY
ABSTRACT NO. 513 (ELLIS CO.)
B.F. HOWARD SURVEY
ABSTRACT NO 378 (JOHNSON CO.)

WEYBURN DR.
(50' RIGHT-OF-WAY)

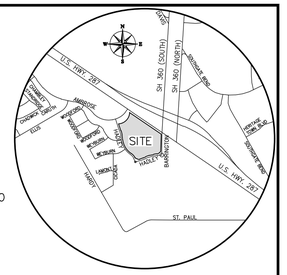
STAIRS

EX. CONC.

HADLEY LANE
(60' RIGHT-OF-WAY)

STAIRS

0 60 120
Scale: 1" = 60'



VICINITY MAP
NOT TO SCALE
NAD88

PEDESTRIAN ACCESS &
ADA ACCESS PATH

PUBLIC ACCESS &
ADA ACCESS PATH

NOTES:
1. THE PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISION OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND ALL DEVELOPMENT PLANS RECORDED HEREUNDER SHALL BE BINDING UPON THE APPLICANT THEREOF, HIS SUCCESSORS AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.
2. THE PRIVATE EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS.

EXHIBIT C.6

PD ZC #26-003
SIGN PLAN
SOMERSET TOWNE CROSSING
18.604 ACRES OF LAND LOCATED IN THE
B.F. HOWARD SURVEY, ABSTRACT NO. 378
(JOHNSON COUNTY), &
B.F. HOWARD SURVEY, ABSTRACT NO. 513
(ELLIS COUNTY)
IN THE CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
May 7, 2026

OWNER:	DEVELOPER:
KNOX STREET PARTNERS No. 16, LTD. 3001 KNOX STREET, #405 DALLAS, TEXAS 75205 214-445-2211	J.R. WEBER SOMERSET TOWNE CROSSING, LLC 16000 DALLAS PARKWAY #300 DALLAS, TEXAS 75248 972-739-8405

ARCHITECT:	LANDSCAPE:	ENGINEER:
LANCE LILLY HEIGHTS VENTURE ARCHITECTURE 5741 LEGACY DRIVE, #300 PLANO, TEXAS 75024 281-854-6138	KAREN W. KOERTH SPACE BETWEEN DESIGN STUDIO, LLC. 2325 BELTON DRIVE ARLINGTON, TX 76018 817-247-8226	MICHAEL D. CLARK WINKELMANN & ASSOCIATES, INC. 6750 HILLCREST PLAZA DRIVE, #215 DALLAS, TEXAS 75230 972-490-7090

ORDINANCE NO. OR-1952-15

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

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended;

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

SECTION 1.

That the Comprehensive Zoning Ordinance of the City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district classification of PD, Planned Development District for single family residential, townhouses and commercial uses; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the development plan shown on Exhibits "B" – "F" attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

That the above described properties shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

First reading approved on the 13th day of October, 2014.

Second reading approved on the 27th day of October, 2014.

DULY PASSED on the third and final reading by the City Council of the City of Mansfield, Texas, this 22nd day of June, 2015.

David L. Cook, Mayor

ATTEST:

Vicki Collins, City Secretary

APPROVED AS TO FORM AND LEGALITY

~~**Allen Taylor,**~~ City Attorney
Steven Wood

Hanover
Planned Development District Standards
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Exhibit A:
Legal Description

TRACT ONE

BEING A TRACT OF LAND IN THE C. VELA SURVEY, ABSTRACT NO. 851, THE E. WEST SURVEY, ABSTRACT NO. 917, AND THE S. BLAIR SURVEY, ABSTRACT NO. 72, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 204.84 ACRE TRACT OF LAND, ALL OF A CALLED 57.02 ACRE TRACT OF LAND, ALL OF A CALLED 34.9 ACRE TRACT OF LAND, ALL OF A CALLED 22.5 ACRE TRACT OF LAND, AND ALL OF A CALLED 39.31 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN VOLUME 2171, PAGE 549, OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL SET FOR THE SOUTHWEST CORNER OF SAID 57.02 ACRE TRACT, LOCATED IN CHAMBERS STREET;

THENCE N 31°18'34" W, CALLED N 30°00'00" W, WITH THE SOUTHWESTERLY LINE OF SAID 57.02 ACRE TRACT AND GENERALLY ALONG SAID CHAMBERS STREET, A DISTANCE OF 636.19 FEET TO A P.K. NAIL SET IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 157 FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 359.32 FEET, CALLED 356.31 FEET;

THENCE WITH THE SOUTHWESTERLY LINE OF SAID 57.02 ACRE TRACT, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY NO. 157, AND WITH SAID CURVE TO THE LEFT HAVING A CHORD BEARING N 17°37'34" W, 170.43 FEET, AND AN ARC LENGTH OF 172.06 FEET, CALLED 170.94 FEET, TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC";

THENCE N 31°20'39" W, CALLED N 30°12'00" W, WITH THE SOUTHWESTERLY LINE OF SAID 57.02 ACRE TRACT AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY NO. 157, A DISTANCE OF 518.59 FEET, CALLED 521.81 FEET, TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC" FROM WHICH A ½" IRON ROD FOUND BEARS N 54°10'26" E, A DISTANCE OF 1.05 FEET AND A 5/8" IRON ROD FOUND BEARS N 31°07'18" E, A DISTANCE OF 4.63 FEET, SAID ½" IRON ROD SET BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 279.26 FEET, CALLED 278.32 FEET;

THENCE WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY NO. 157, AND WITH SAID CURVE TO THE RIGHT HAVING A CHORD BEARING N 14°26'16" E, 400.29 FEET, AND AN ARC LENGTH OF 446.29 FEET, CALLED 445.60 FEET, TO A ½" IRON ROD FOUND AT THE END OF SAID CURVE;

THENCE N 60°13'11" E, CALLED N 61°38'00" E, WITH THE NORTHWESTERLY LINE OF SAID 57.02 ACRE TRACT AND THE SOUTHEASTERLY LINE OF SAID F.M. HIGHWAY NO. 157, A DISTANCE OF 858.17 FEET, CALLED 860.89 FEET, TO A ½" IRON ROD FOUND AT THE NORTHWESTERLY END OF A RIGHT-OF-WAY CORNER CLIP FOR THE INTERSECTION OF U.S. HIGHWAY NO. 287 AND SAID F.M. HIGHWAY NO. 157, FROM WHICH A 5/8" IRON ROD FOUND BEARS S 37°52'32" W, A DISTANCE OF 11.08 FEET;

THENCE S 88°28'49" E, CALLED S 87°04'00" E, WITH THE NORTHERLY LINE OF SAID 57.02 ACRE TRACT AND SAID RIGHT-OF-WAY CORNER CLIP, A DISTANCE OF 127.77 FEET, CALLED 127.00 FEET, TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC", FROM WHICH A 3/8" IRON ROD WITH YELLOW CAP (UNREADABLE STAMP) BEARS S 68°14'57" E, A DISTANCE OF 14.66 FEET, AND A ½" IRON ROD FOUND BEARS S 58°24'52" E, A DISTANCE OF 40.89 FEET, SAID ½" IRON ROD SET LOCATED IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287;

THENCE S 55°35'33" E, CALLED S 54°25'00" E, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287, AND WITH THE NORTHEASTERLY LINE OF SAID 57.02 ACRE TRACT, AT A DISTANCE OF 3,984.72 FEET, CALLED A COMBINED 3,985.89 FEET, PASSING A 1-1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID 22.5 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 34.9 ACRE TRACT, IN ALL A DISTANCE OF 6,545.96 FEET, CALLED A COMBINED 6,593.09 FEET, TO A COTTON SPINDLE SET FOR THE SOUTHEAST CORNER OF SAID 39.31 ACRE TRACT, BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287 AND THE NORTHWESTERLY LINE OF ELLIS STREET;

THENCE S 59°50'26" W, CALLED S 61°09'00" W, WITH THE SOUTHEASTERLY LINE OF SAID 39.31 ACRE TRACT, THEN THE SOUTHEASTERLY LINE OF SAID 204.84 ACRE TRACT, AND THE NORTHERLY LINE OF SAID ELLIS STREET, A DISTANCE OF 3,964.75 FEET, CALLED A COMBINED 3,973.20 FEET, TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF SAID 204.84 ACRE TRACT, LOCATED AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID ELLIS STREET AND THE NORTHEASTERLY LINE OF SAID CHAMBERS STREET;

THENCE N 31°18'34" W, CALLED N 30°00'00" W, WITH THE SOUTHWESTERLY LINE OF SAID 204.84 ACRE TRACT, AND GENERALLY ALONG THE NORTHEASTERLY LINE OF SAID CHAMBERS STREET, A DISTANCE OF 4,379.70 FEET TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC" FOR THE NORTHWEST CORNER OF SAID 204.84 ACRE TRACT, ALSO LOCATED IN THE SOUTHEASTERLY LINE OF SAID 57.02 ACRE TRACT;

THENCE S 58°41'26" W, CALLED S 60°00'00" W, WITH THE SOUTHEASTERLY LINE OF SAID 57.02 ACRE TRACT, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 356.821 ACRES (15,543,107 SQUARE FEET) OF LAND.

TRACT TWO

BEING A TRACT OF LAND PARTIALLY IN JOHNSON AND ELLIS COUNTIES, LOCATED IN THE S. BLAIR SURVEY, ABSTRACT NO. 72 IN JOHNSON COUNTY AND ABSTRACT NO. 135 IN ELLIS COUNTY, AND THE B. HOWARD SURVEY, ABSTRACT NO. 378 IN JOHNSON COUNTY AND ABSTRACT NO. 513 IN ELLIS COUNTY, AND BEING ALL OF A CALLED 98.96 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN VOLUME 2171, PAGE 549, O.P.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND WITH A CAP (UNREADABLE STAMP) AT THE SOUTHWEST CORNER OF SAID 98.96 ACRE TRACT, LOCATED IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONEYED TO ROBERT C. KILCHENSTEIN, ET AL AS DESCRIBED IN A DEED RECORDED IN VOLUME 1940, PAGE 560, O.P.R.J.C.T., ALSO LOCATED IN THE NORTHEASTERLY LINE OF HARDY STREET;

THENCE N 30°22'32" W, CALLED N 30°10'00" W, WITH THE SOUTHWESTERLY LINE OF SAID 98.96 ACRE TRACT AND THE NORTHEASTERLY LINE OF SAID HARDY STREET, A DISTANCE OF 2,420.63 FEET, CALLED 2,421.40 FEET, TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC" FOR THE NORTHWEST CORNER OF SAID 98.96 ACRE TRACT, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF HARDY STREET AND ELLIS STREET;

THENCE N 59°09'27" E, CALLED N 59°23'00" E, WITH THE NORTHWESTERLY LINE OF SAID 98.96 ACRE TRACT AND THE SOUTHEASTERLY LINE OF SAID ELLIS STREET, A DISTANCE OF 1,196.83 FEET, CALLED 1,196.70 FEET, TO A ½" IRON ROD SET WITH A CAP STAMPED "TOPOGRAPHIC" FOR THE NORTHEAST

CORNER OF SAID 98.96 ACRE TRACT, LOCATED IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 287;

THENCE S 55°35'33" E, CALLED S 55°22'00" E, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 287 AND THE NORTHEASTERLY LINE OF SAID 98.96 ACRE TRACT, A DISTANCE OF 2,703.00 FEET TO A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 98.96 ACRE TRACT AND THE NORTHEAST CORNER OF SAID KILCHENSTEIN TRACT;

THENCE S 59°59'28" W, CALLED S 60°12'00" W, WITH THE COMMON LINE BETWEEN SAID 98.96 ACRE TRACT AND SAID KILCHENSTEIN TRACT, A DISTANCE OF 2,348.44 FEET, CALLED 2,347.50 FEET, TO THE PLACE OF BEGINNING AND CONTAINING 98.972 ACRES (4,311,224 SQUARE FEET) OF LAND.

Exhibit B

Hanover
Planned Development District Standards

SECTION 1. PURPOSE AND INTENT

Hanover is a mixed-use community intended to allow for a range of single-family residential housing options, as well as townhouse and mixed-use commercial areas. Hanover will offer a variety of residential products that will provide a broad-range of distinctive and varied home sites.

The housing types and building design standards for any particular area shall be controlled by the regulations applicable to the pertinent districts delineated on the Hanover Development Plan.

The purpose and intent of this Planned Development District is also illustrated through the exhibits. In the event of a conflict between the written text and the illustrations, the written text contained herein shall control.

SECTION 2. DEFINITIONS

For the purposes of these regulations, the definitions and rules of construction found in Article 2 of the City of Mansfield's Zoning Ordinance, and any future amendments thereof, apply to development in Hanover. The terms defined below are specific to Hanover.

1. **Architectural Review Committee:** means the Architectural Review Committee created in the Hanover Covenants, Conditions and Restrictions (CC&Rs).

2. **Commercial Uses:** means a commercial use as defined in the C-2 District in the City of Mansfield Zoning Ordinance, and any future amendments thereof.

3. **Hanover Development Plan**: means the geographic plan for Hanover that establishes and delineates the boundaries of Hanover as well as land use sub-districts.

4. **Masonry:** means the following finishes: brick, stone, or man-made stone.

5. **Mixed Use:** means commercial uses within the Townhouse/Mixed Use District that may be in the same structure as a residential use or in a structure without residential uses.

6. **Residential Product:** means the different varieties of residential lots that can be constructed in Hanover.

SECTION 3. APPLICABILITY AND RULES OF CONSTRUCTION

1. All development on land located within the boundaries of Hanover must adhere to the rules and regulations set forth in these Hanover Planned Development District Standards**.** All development plans recorded hereunder shall limit and control all building permits.

2. Except as provided by these Hanover Planned Development District Standards, development within Hanover is governed by the applicable City regulations. In the event of any conflict or inconsistency between these Hanover Planned Development District Standards and the applicable City regulations, the terms and provisions, of these Hanover Planned Development District Standards shall control.

3. Freeway and Secondary Freeway Overlay Districts apply to this District. In the event of a conflict between the Hanover Planned Development District standards and the Overlays, the Hanover Planned Development District standards apply.

SECTION 4. ALLOCATION OF LAND USES

The final land use allocation in Hanover must comply with the Hanover Development Plan.

SECTION 5. CREATION OF DISTRICTS

1. **Commercial District (C)**

   As shown on Exhibit C, the Commercial District is located in proximity to the freeways that frame Hanover Planned Development District. The development in the C district will include regional-serving commercial and retail uses. All development in the Commercial District must comply with the City of Mansfield's Zoning Ordinance governing development in the C-2 District and the Freeway Overlays, and any future amendments thereof.

2. **Townhouse/Mixed Use District (TH-MU)**

   The Townhouse/Mixed Use District is shown on Exhibit C. The Townhouse/Mixed Use District is located in a transition area between the Residential District and Commercial District. Mixed Use Development must comply with the MF-1 Multifamily District standards for townhouse development and commercial development must comply with the C-2 District and the Freeway Overlays except as provided in the Hanover Planned Development District Standards.

3. **Residential District (R)**

Any of the following products are allowable within the Residential District in accordance with the Hanover Planned Development District Standards. The Residential District is shown on Exhibit C.

A. *Residential Product 1*
Except as provided in this District, development of the Residential Product 1 must comply with the SF-9.6 District. The Residential Product 1 is established to allow for areas of low-density residential use and associated uses. The lots are a minimum of 9,600 square feet. The Residential Product 1 is appropriate where low density residential development is desired.

B. *Residential Product 2*
Except as provided in this District, development of the Residential Product 2 must comply with the SF-8.4 District. The Residential Product 2 is established for areas of low-density residential use and associated uses. The minimum lot size for the Residential Product 2 is 8,400 square feet.

C. *Residential Product 3*
Except as provided in this District, development of the Residential Product 3 must comply with the SF-7.5 District, except the minimum lot size of 7,200 square feet.

D. *Residential Product 4*
Except as provided in this District, development of the Residential Product 4 is established for single-family residential purposes and associated uses on lots with a minimum area of 6,000 square feet.

SECTION 6. PERMITTED USES

1. **Commercial District.** The permitted uses in the Commercial District shall be those uses allowed in the City of Mansfield's C-2 Zoning District unless prohibited by the Freeway Overlay or Secondary Freeway Overlay Districts.

2. **Townhouse/Mixed Use District.** The permitted uses in the Townhouse/Mixed Use District shall be townhouse and those uses allowed in the City of Mansfield's C-2 Zoning District unless prohibited by the Freeway Overlay or Secondary Freeway Overlay Districts.

3. **Residential District.** The permitted uses in the Residential District shall be those uses allowed in the City of Mansfield's SF-9.6 Zoning District.

SECTION 7. BULK STANDARDS

1) Residential District

Development within the Residential District must comply with the following development standards table.

Detached Residential Products

Products	Min. Lot Area (sq. ft.)	Min. Floor Area (sq. ft.)	Max. Lot Coverage	Min. Lot Width (feet)	Min. Lot Depth (feet)	Min. Front Yard (feet)	Min. Interior Side Yard (feet)	Min. Exterior Side Yard (feet)	Min. Rear Yard (feet)	Max. Height (feet)
1	9,600	2,200	50%	80	120	25	7	15	15	35
2	8,400	1,900	50%	70	120	25	5	15	15	35
3	7,200	1,800	50%	60	120	25	5	15	15	35
4	6,000	1,700	50%	50	120	25	5	15	15	35

No additional side yard is required for units with more than one story.

2) Townhouse/Mixed Use District

Townhouse development within the Townhouse/Mixed Use District must comply with the following development standards table. Maximum density for townhouse development is 12.5 dwelling units per acre. Mixed Use development must comply with the City of Mansfield's Zoning Ordinance governing development in the C-2 District, and any future amendments thereof.

Min. Lot Area	Min. Floor Area	Max. Lot Coverage	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Side Yard	Min. Garage Side Yard (alley access)	Min. Rear Yard	Min. Garage Rear Yard (alley access)	Max. Height	Max. units per building
2,200 sq. ft	1,200 sq. ft.	80%	20'	80'	10'	0-5'	0- 5'	10'	7'	35'	8

3. Commercial District

Development in the Commercial District must comply with the City of Mansfield's Zoning Ordinance governing development in the C-2 District, and any future amendments thereof.

SECTION 8. RELATIONSHIP TO SUBDIVISION STANDARDS

1. Unless specifically addressed in these regulations, the Subdivision Regulations for the City of Mansfield will govern the subdivision of land and construction of public improvements in Hanover.

2. Non-standard street sections must be approved by the City Engineer.

3. Any approved Final Subdivision Plat must substantially conform to the applicable approved Development Plan.

SECTION 9. GENERAL DESIGN STANDARDS

1. **Hanover Covenants, Conditions and Restrictions**

A. *In General*.

The General Urban Design Standards in this section must be read in conjunction with the Hanover Covenants, Conditions and Restrictions (Hanover CC&R's). The City of Mansfield is not responsible for the enforcement of the Hanover CC&R's.

B. *Mandatory Owners Association.*

A mandatory owners association will be responsible for the maintenance of the private amenities and common areas including but not limited to screening fences, common areas, parks, amenity centers, and landscaping. The owners association and associated documents shall be filed in accordance with the City of Mansfield policies. These documents must be reviewed by the City Attorney prior to filing the final plat. The documents shall be filed with the final plat at Tarrant County when deemed necessary by the attorney. The documents shall be submitted in a timely manner to allow for a minimum 60 days review. Failure to submit the documents or incomplete documents may result in a delay of construction, acceptance of the subdivision or delay in approval of a building permit. The City does not accept the responsibility for any delays in construction, approval or acceptance of the subdivision caused by the failure to submit the association documents or the inaccuracy of the documents.

2. **General Residential Planning Standards**

A. Except as provided, single family structures in the Residential District must comply with exterior construction materials in Section 4600(C) and Architectural Attributes in Section 4600(D).

B. Notwithstanding any provision of Section 4600(D) to the contrary,

(i) For lots with a lot width equal to 70 feet or greater,

(a) A minimum of 20 percent of such lots shall contain a J-Swing or side entry orientation of the garage door.

(b) All other such lots may have front entry garage door orientation.

(ii) All lots with a lot width less than 70 feet may have front entry garage door orientation.

3. **Townhouse/Mixed Use District Planning Standards**

A. A detailed site plan must be approved by the City Council prior to the issuance of a building permit.

B. Development within Townhouse/Mixed Use District must comply with exterior construction materials in Section 4600(B)(2).

C. Garage doors must be architecturally compatible with the main buildings as determined by the Hanover Architectural Control Committee.

D. All townhouse structures shall have a minimum roof pitch of 4/12.

E. Principal access to townhouse developments shall be restricted to minor collector or larger streets. The primary connection from such access to major collectors or larger streets shall not pass through any street that is bordered on both sides by one of the Single-Family Residential Districts or a combination of those districts.

F. No townhouse structure shall exceed three hundred (300) feet in length.

G. No boats, motor homes, trailers, recreational vehicles, motor homes, towed trailers or similar vehicular equipment shall be parked or stored on the property of any townhouse development.

4. **Public Utilities**

All public utilities in the Hanover PD District must be installed in accordance with the City of Mansfield Zoning and Subdivision Ordinances, and any future amendments thereof.

5. **Transportation Network**

A. *Street Connectivity and Open Space*

1. All streets shall provide accessible sidewalks or trails as shown on Exhibit D-1, except for property fronting on US Highway 287 or State Highway 360.

2. Trails and open space must comply with the general location and amount of trail and open space shown in the Open Space and Trail Plan Exhibits.

3. Neighborhood access to open space must be accommodated in the design of the transportation network.

4. Residential streets depicted as private streets in Exhibit C may be gated.

5. All sidewalks shall have a minimum width of five (5) feet.

B. Intersections

1. Traffic Circles may be allowed in Hanover. The Hanover Architectural Control Committee and the City Engineer of the City of Mansfield must approve the location and design of a Traffic Circle.

2. Design elements, which may be incorporated where feasible in the specific intersection design, include wide crosswalk striping, special paving treatments, and median "refuge islands," and sidewalk bulb-outs and must be approved by the City Engineer.

6. **Parking.** Parking must comply with the City of Mansfield zoning ordinance, as amended.

7. **Landscaping.** Except as provided herein, landscaping and screening must comply with the City of Mansfield zoning ordinance, as amended.

   A. Screening must be provided in the character of materials and style as shown on the Neighborhood Entry and Lot Screening Exhibits.

8. **Signage**. Except as provided herein, signage must comply with the City of Mansfield zoning ordinance, as amended.

   A. Entry signage for the main entry points into the Hanover Development and entry signage at the entry points on residential street must be generally provided in the character illustrated in the Entry Features and Signage Exhibits.

9. **Accessory structures**. Except as provided herein, accessory structures must comply with the City of Mansfield zoning ordinance, as amended.

   A. Entry feature accessory structures may be provided as shown on the Entry Features and Signage Exhibits.

   B. Maximum height of the entry tower shown on Exhibit E-3 is 70 feet. Minimum height is 30 feet.

Exhibit C: Hanover Development Plan



Exhibit D: Open Space and Trails

D-1 Open Space and Trail Plan

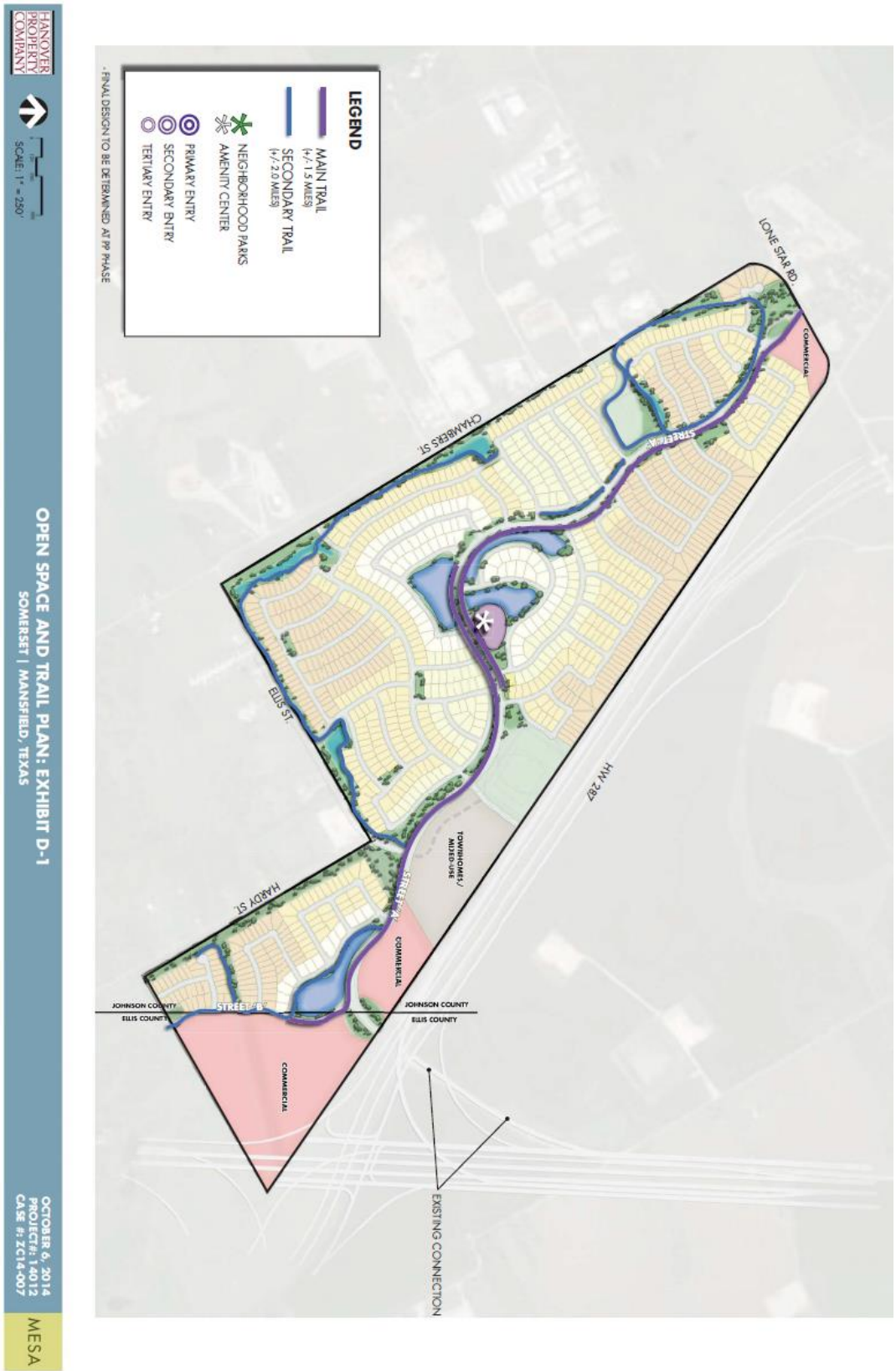


Exhibit D: Open Space and Trails

D-2 Conceptual Central Amenity Node—Elevation View



Exhibit D: Open Space and Trails

D-3 Conceptual Central Amenity Node—Plan View



Exhibit D: Open Space and Trails

D-4 Conceptual Amenity Center—Plan View

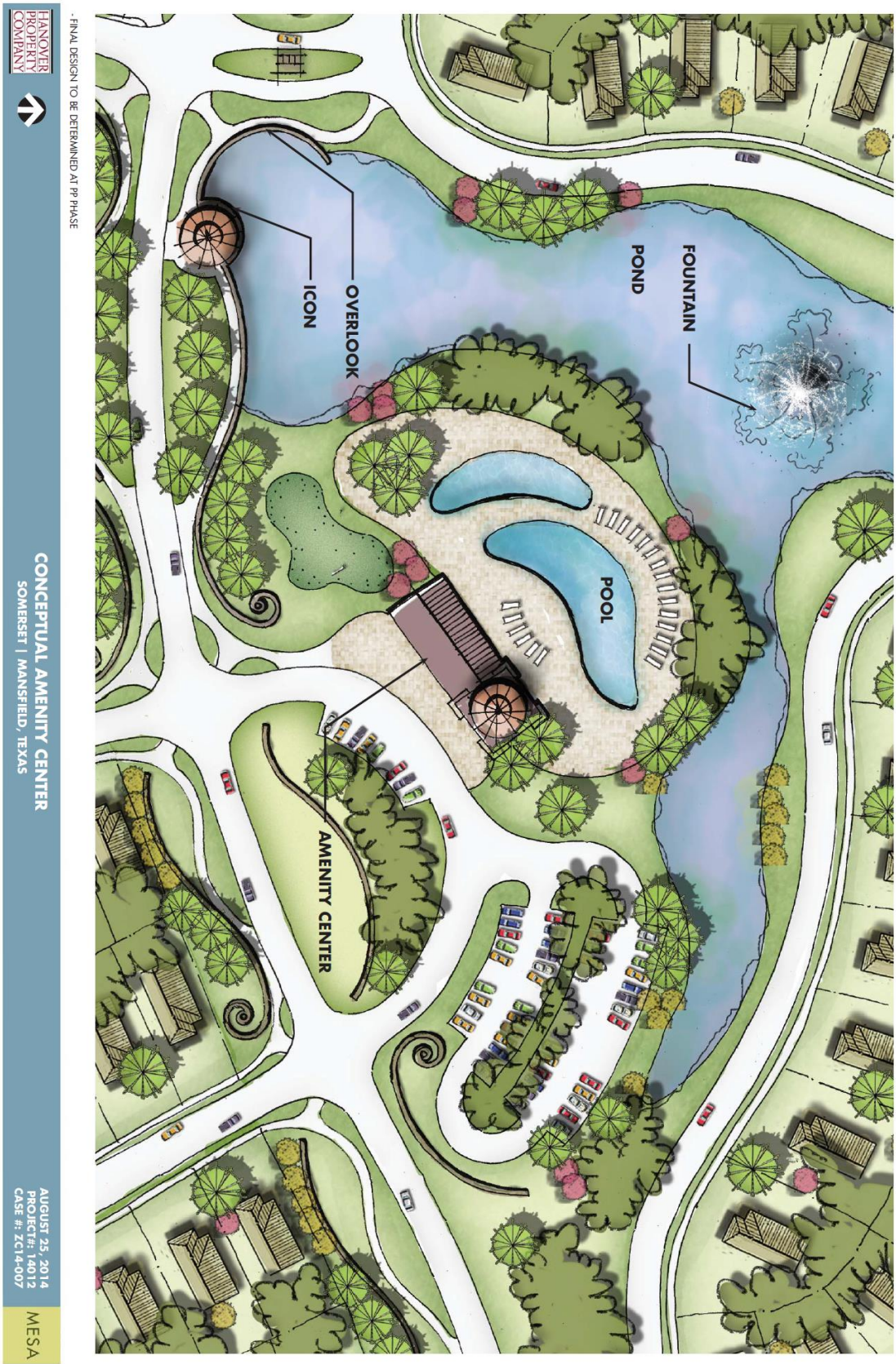


Exhibit D: Open Space and Trails

D-5 Character Example—Lakes and Open Space

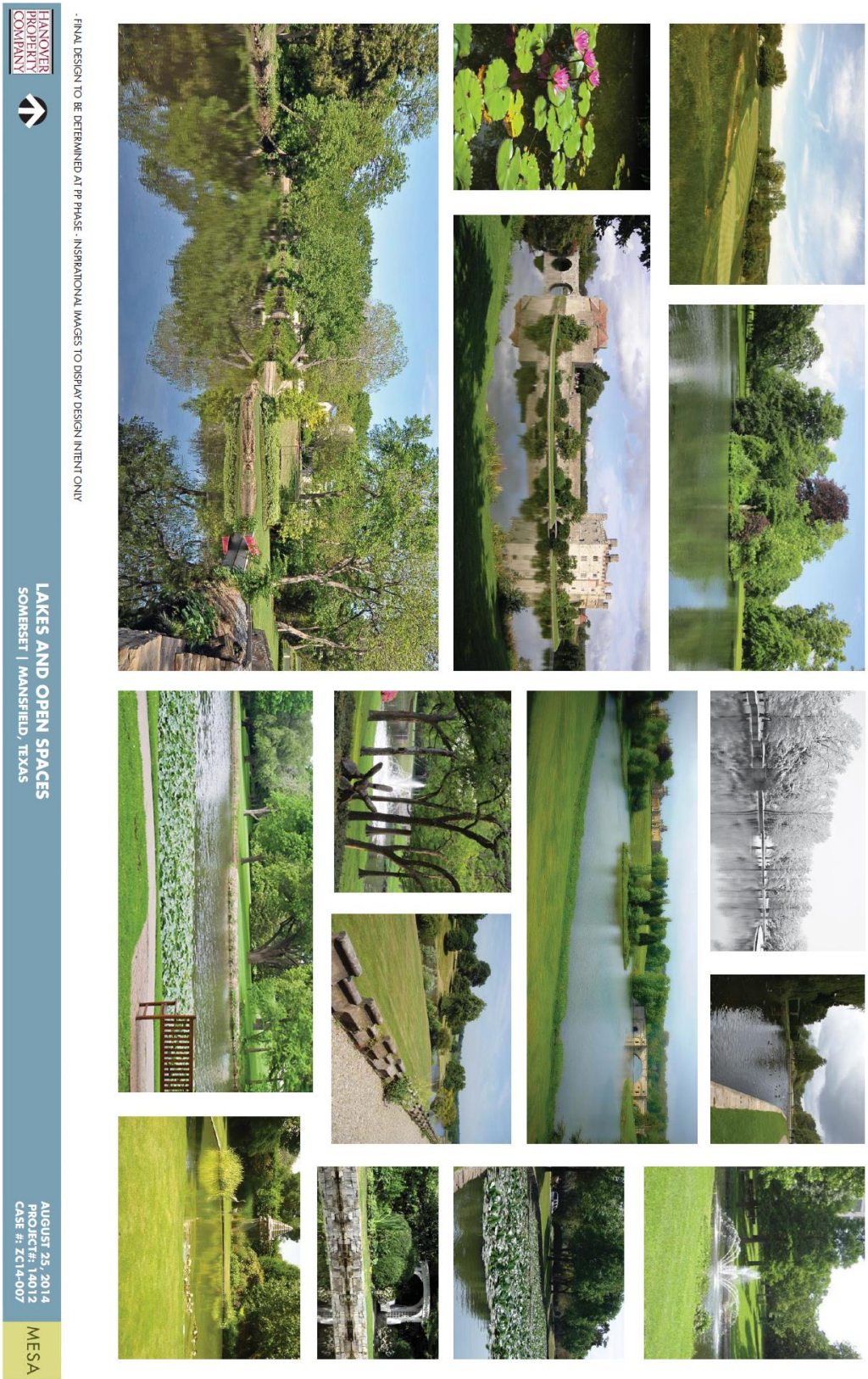


Exhibit D: Open Space and Trails

D-6 Character Example—Follies and Architectural Elements

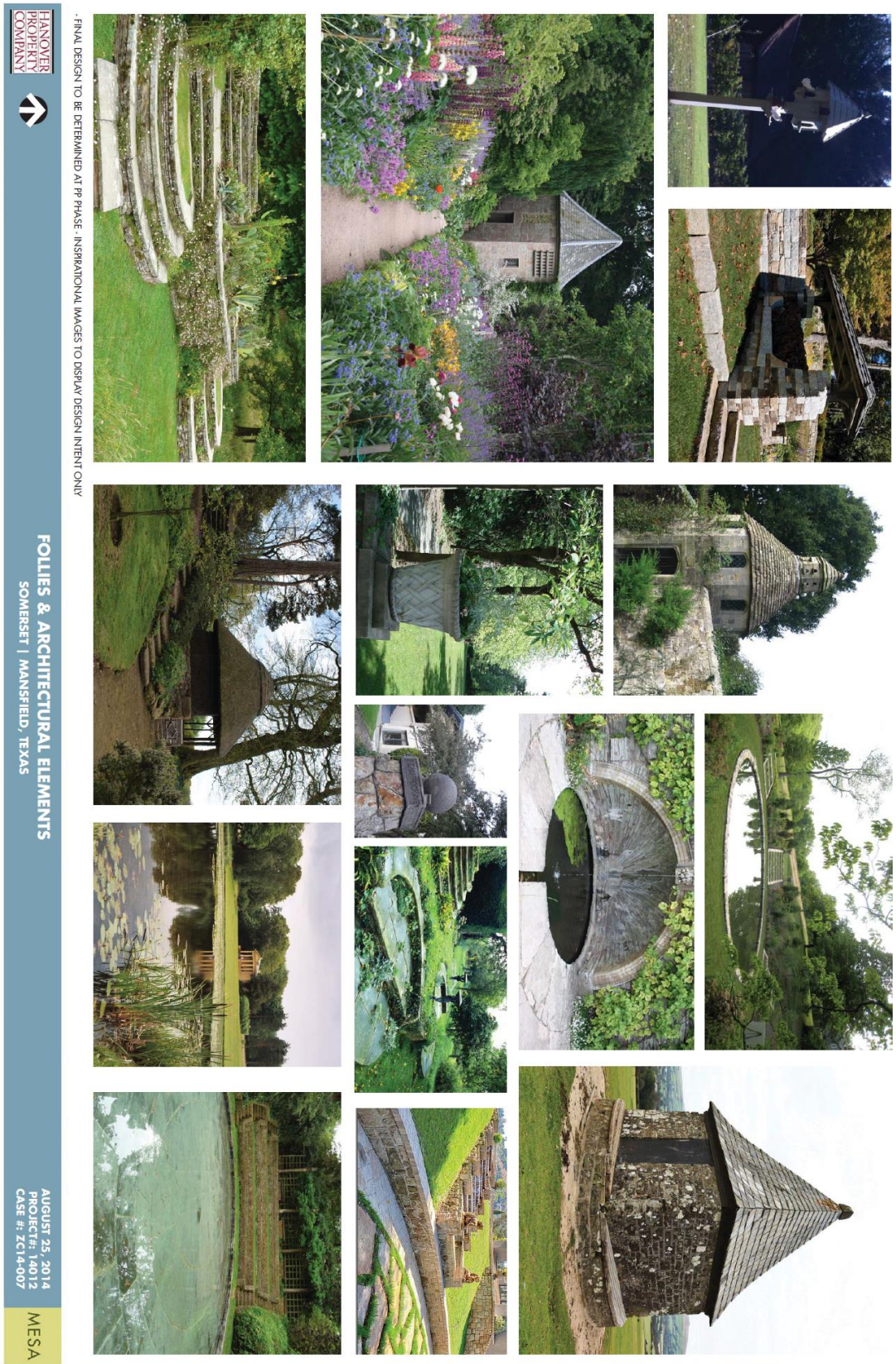


Exhibit D: Open Space and Trails

D-7 Character Example—Bridges and Roadways



Exhibit E: Entry Features and Signage

E-1 Primary Entry Conceptual Elevation View



Exhibit E: Entry Features and Signage

E-2 Primary Entry Conceptual Plan View



Exhibit E: Entry Features and Signage

E-3 Primary Entry Conceptual Entry Tower Elevation

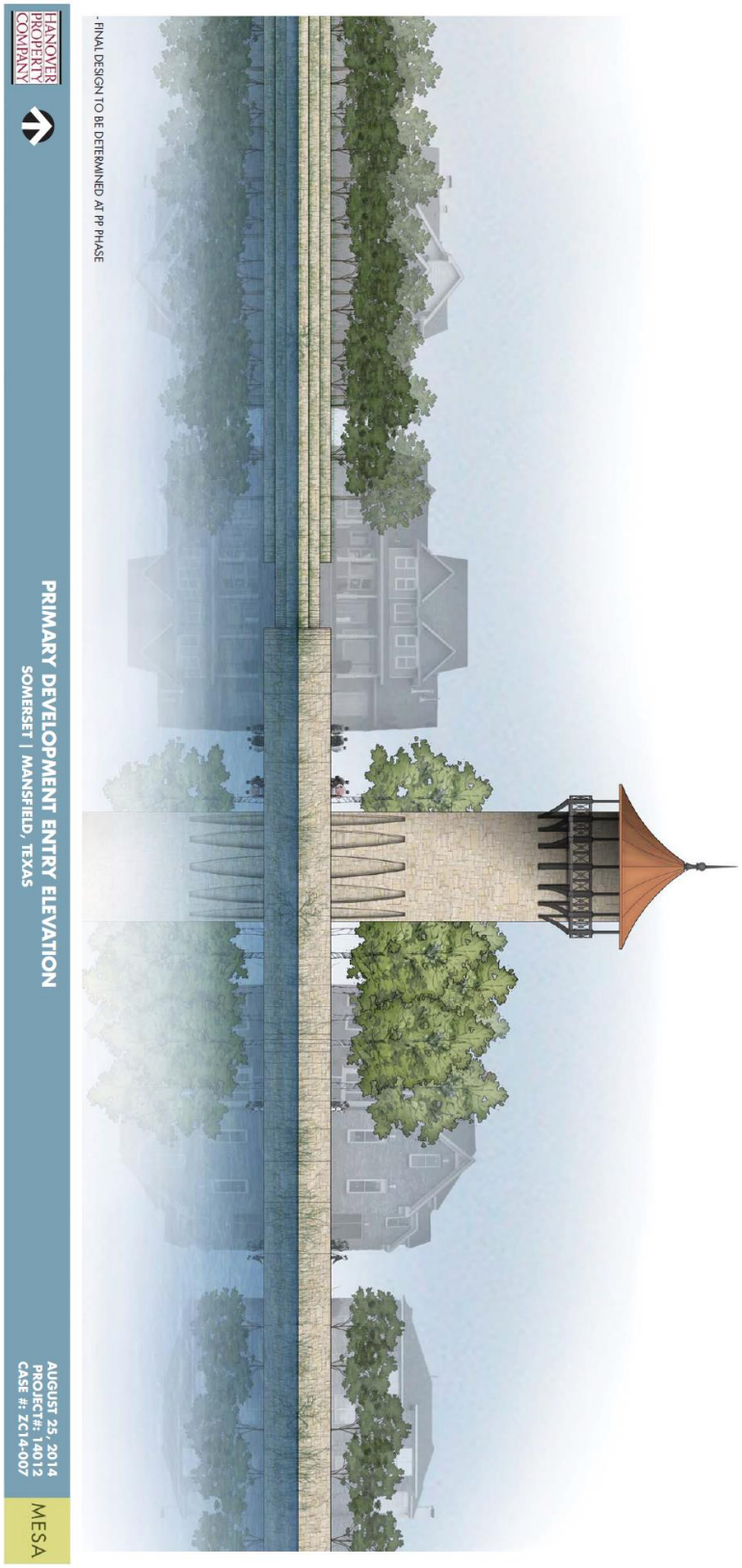


Exhibit E: Entry Features and Signage
E-5 Internal and Secondary Entries
Conceptual Elevation and Character Examples



Exhibit E: Entry Features and Signage
E-5 Internal and Secondary Entries
Conceptual Elevation and Character Examples

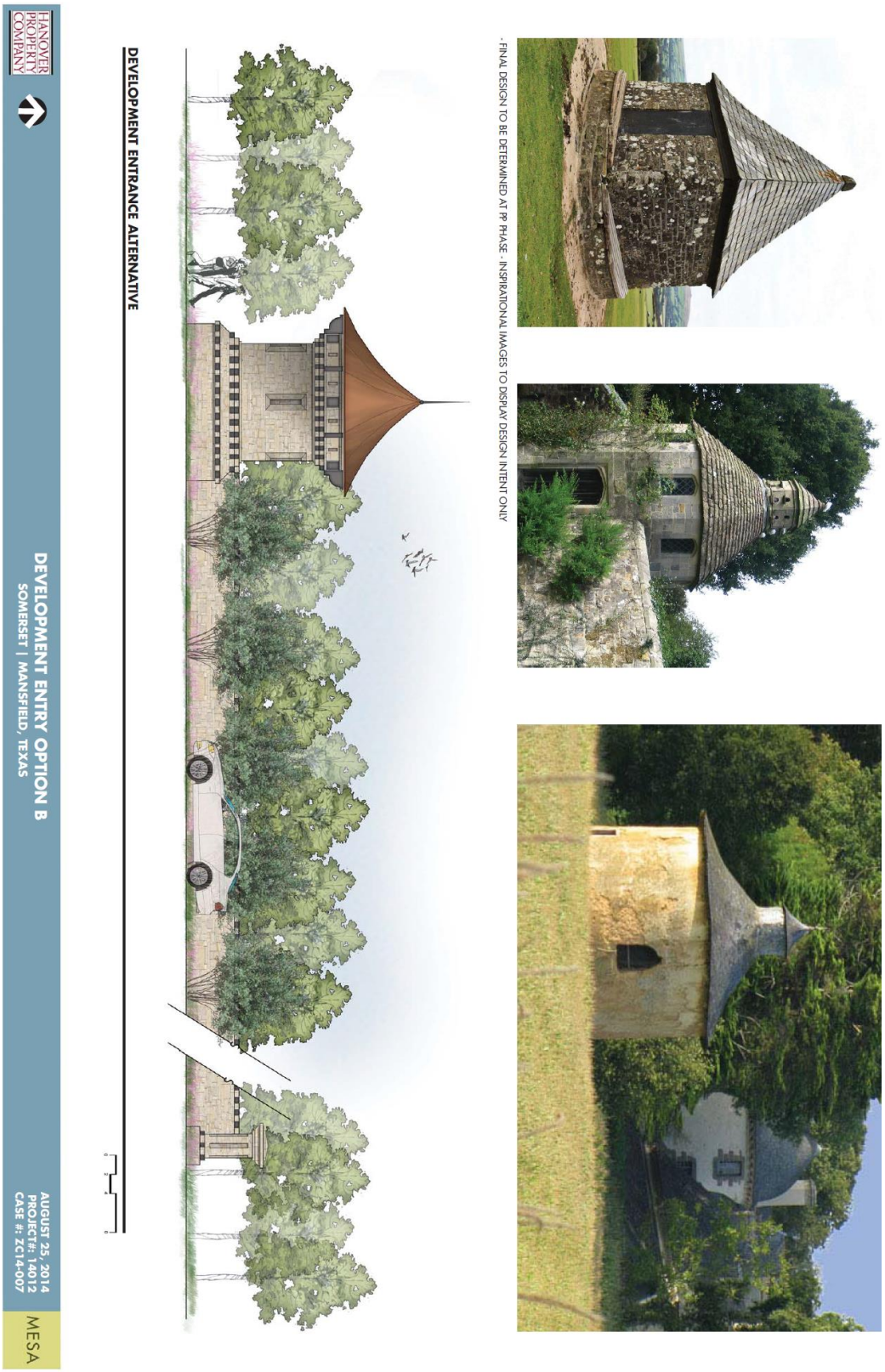


Exhibit F: Neighborhood Entry and Lot Screening

F-1 Option 1

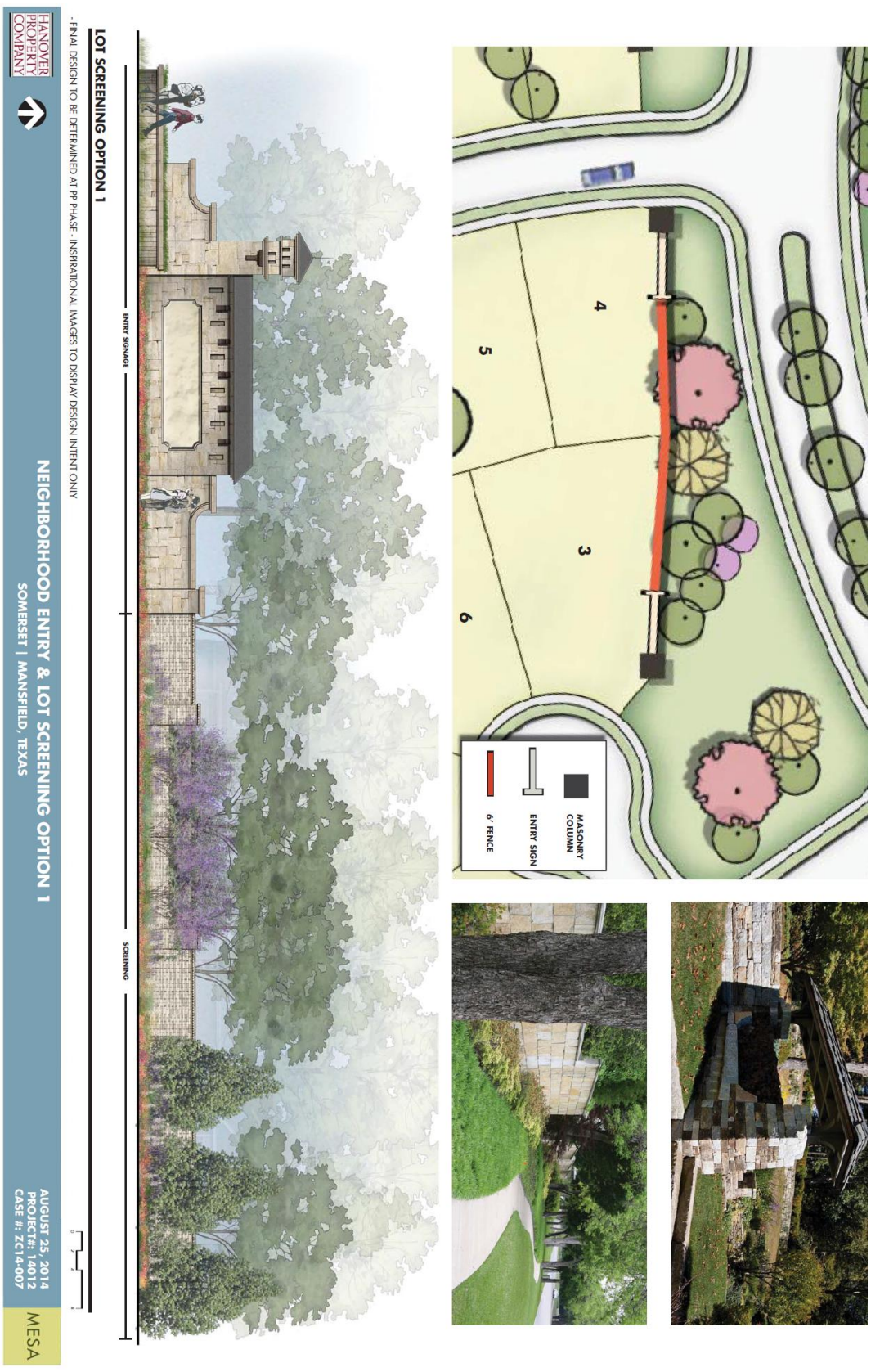


Exhibit F: Neighborhood Entry and Lot Screening

F-2 Option 2

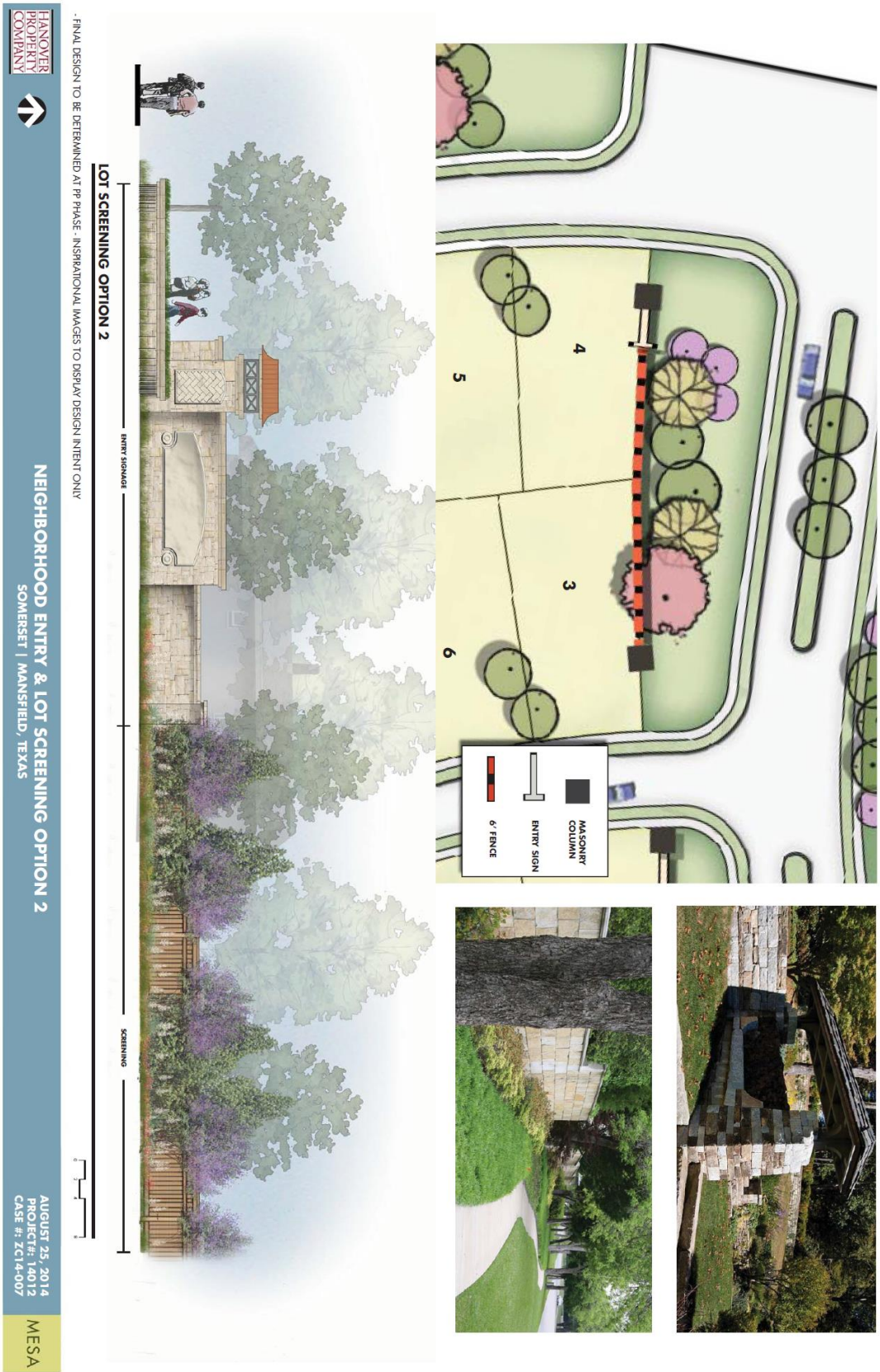
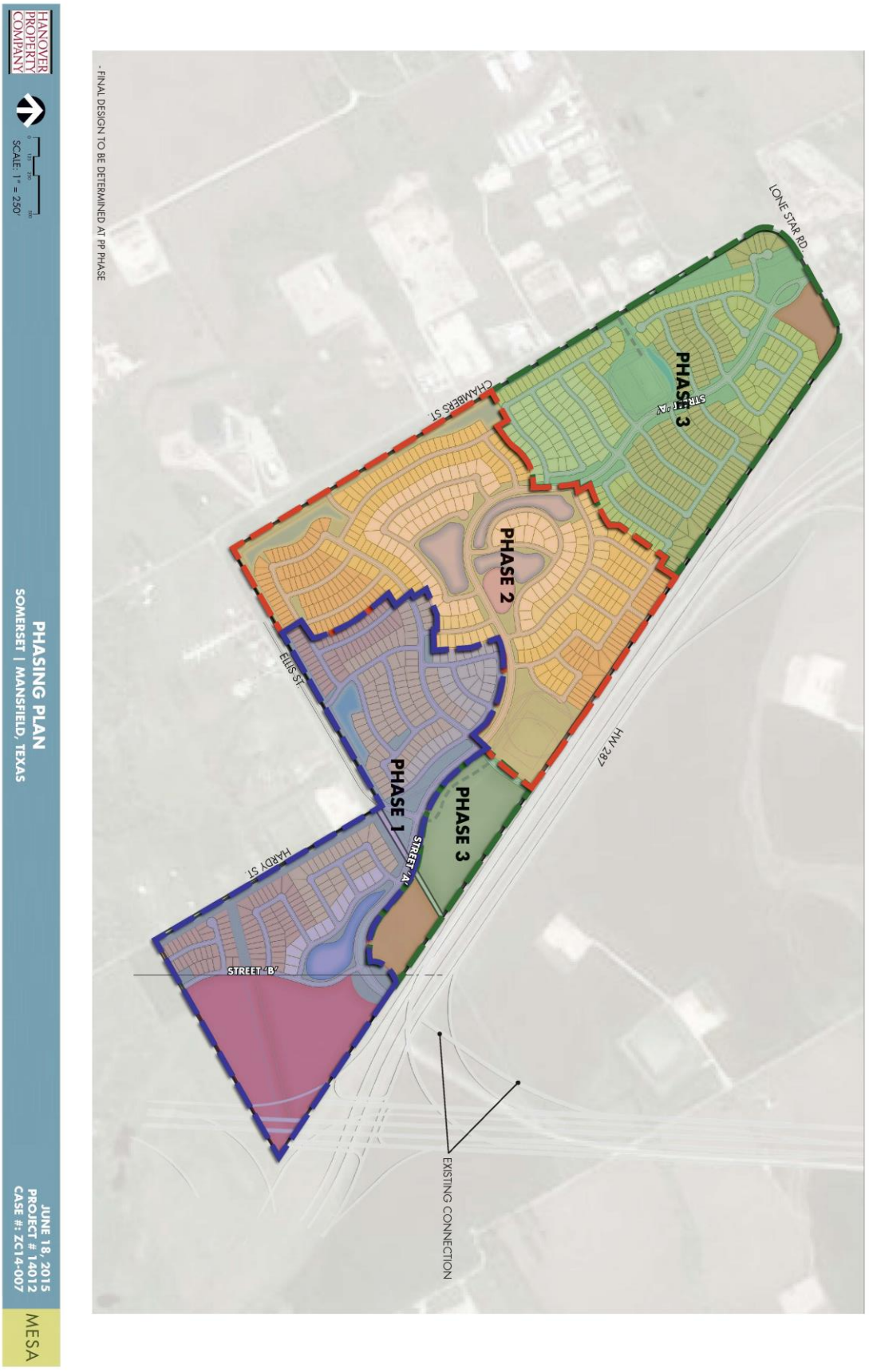


Exhibit G: Phasing Plan



City of Mansfield
Staff Report

Item ID: 26-2237

Agenda Date: June 8, 2026

Title
26-2237: Ordinance - Public Hearing and First Reading on an Ordinance Considering a Request by Bannister Engineering, LLC for a Zoning Change from I-1, Light Industrial District to PD, Planned Development District for Commercial Uses, Being 6.441 Acres Located Within the J Robertson Survey, Abstract 1317 Tarrant County, Located Approximately 160 ft South of Heritage Parkways and West of S. US 287 (ZC26-004)

Description/History
Existing Use: Vacant
Existing Zoning: I-1 Light Industrial District

Surrounding Land Use & Zoning:
North – Vacant I-1 Light Industrial District
South – Vacant I-1 Light Industrial District
East – S. US HWY 287
West – PD for Manufactured Homes and SF 6/12 Single Family Residential District, existing floodway and floodplain separates the properties

Thoroughfare Plan Specification:
U.S. HWY 287 – Freeway
Future Unity Parkway – Planned ROW

Mansfield 2040 Plan
Mansfield 2040 Land Use Designation: Commercial and Light Industrial

The proposed development is consistent with the intent of the Commercial and Light Industrial designation by providing higher intensity commercial operations and clean industrial practices. Areas within this category are best suited for lower populated areas to prevent conflicts with anticipated freight and commercial traffic. Structures may occupy significant footprints within the site and will likely be driven by operational needs and industry standards. Industrial users may include light manufacturing, assembly, showrooms, and similar users that create minimal impact on surrounding residents and the natural environment. This category also provides opportunities for high-tech users, data centers, and flex office development. Higher-density residential components may be appropriate to support the local workforce; however, residential uses should remain subordinate to commercial and industrial development.

Development within the Commercial & Light Industrial category should meet the needs of commercial and industrial development without jeopardizing aesthetics and quality. Transparent materials, landscaping, and architectural articulation should be used to soften the impact of large-scale buildings. Operational needs, such as freight loading, maneuvering, and material storage, should be screened and oriented away from vehicular and pedestrian thoroughfares.

Consistent with the goals of the Commercial and Light Industrial designation, the development emphasizes commercial uses and provides for office uses adjacent to commercial and lodging-

based uses.

Analysis
The 6.441-acre subject property is located south of the intersection of Heritage Parkway and U.S. 287 South. The site is currently undeveloped, though site grading activities are underway. The western property boundary abuts an existing single-family residential development; however, the two properties are separated by a FEMA floodway.

The primary purpose of the Planned Development (PD) request is to seek deviations from Mansfield's development standards related to building setbacks, building articulation, parking, signage, and landscaping. Uses proposed include a two-story 29,000-square-foot office building, a four-story 125-key hotel, and a one-story 18,000 square foot retail/commercial building; all consistent with C-2 Community Business District uses. The development shares access throughout the site and provides new connections to the US 287 South Frontage Road and to Heritage Parkway through future Unity Parkway (currently under design).

Site Plan
The development utilizes a future connection to Heritage Parkway via Unity Parkway to provide secondary access to the site. Two additional access points are proposed from the U.S. 287 South frontage road. Internal circulation between lots is provided through a shared U-shaped access easement serving all development areas within the site.

Building setback requirements found in the development regulations and site plan vary from C-2 standards to accommodate the proposed development layout. Both the existing I-1 Light Industrial zoning and the C-2 Community Business District typically require deeper building setbacks than those proposed within the Planned Development. The PD standards provide shallower setbacks to create a development edge along future Unity Parkway.

The PD proposes the following building setbacks:

a. Northern boundary – 10’ Building Setback along future Unity Parkway frontage
b. Eastern boundary – 30’ Building Setback along US 287 frontage
c. Southern boundary – No Building Setback
d. Western boundary – 10’ Building Setback
e. Interior lots – No building setback

From a parking standpoint, the hotel lot provides 119 parking spaces that are exclusive to the hotel use. The office and retail lots provide parking that meets minimum parking standards for both the office and retail uses planned in those buildings. To provide flexibility for future tenants, Lots 1 and 3 will utilize a shared parking agreement. This arrangement allows parking demand associated with higher-intensity uses, such as restaurants, to be accommodated without impacting hotel parking operations.

The Site Plan is shown in Exhibit C (page 1).

Building Elevations
With the development placed closer to future Unity Parkway, the development proposes utilizing a false front on Unity Parkway. In conventional commercial developments, rear façades often contain limited architectural detailing and are primarily utility-oriented. Because this faces a new ROW, full brick articulations are being proposed. The retail building includes more than 60

percent masonry materials along the Unity Parkway frontage, while the two-story office building includes more than 80 percent masonry on all façades. The primary façade of the retail building, parking lot facing, provides a similar mix of materials with the fenestration and doors replacing areas that utilize brick on the northern façade.

The 4-story hotel development provides elevations that are much further along in development as material color and texture callouts have been provided. The facades generally contain a combination of brick, stucco and stone.

The Elevation Plan details are written in Exhibit B and are shown in Exhibit C-3 through C-10.

Landscape Plan
The proposed landscaping plan is designed in accordance with City standards and is intended to enhance the overall appearance of the development while providing appropriate screening and buffering throughout the site. The landscape design includes a combination of native and ornamental plant materials distributed across the property, including along street frontages, within parking lot islands, and adjacent building foundations to soften the appearance of paved areas and structures.

Passive open space amenities include public art installations, seating areas, and enhanced paving elements distributed throughout the development.

The Landscape Plan is shown on Exhibit D and Passive Space/Enhanced Paving is shown on C-1 and C-2.

Signage
The proposed sign plan is intended to provide effective visibility and wayfinding for businesses within the Planned Development, particularly from U.S. Highway 287. Attached signage for the ancillary buildings will generally comply with Section 155.090 of the Mansfield Code of Ordinances. However, to enhance overall visibility and support tenant identification, the applicant is requesting for the following deviations from the sign ordinance:

- Allow attached signage on two building elevations where rear façade signage would otherwise be prohibited by ordinance.
- Allow coordinated off-site signage for Lot 3 (office) to be located on Lot 1 (retail), despite signage typically being restricted to the lot on which the use is located.

The requested signage modifications are intended to support the operational and visibility needs of the development while maintaining an organized and cohesive visual appearance that is consistent with the overall design character of the Planned Development.

The signage details are written in Exhibit B and are shown in Exhibit C.

Summary
The applicant is requesting approval of a Planned Development (PD) on 6.441 acres to allow for a mixed commercial development consisting of office, retail, and hotel uses. The proposal includes approximately 29,000 square feet of office space, 18,000 square feet of retail/commercial space, and a four-story hotel totaling approximately 26,000 square feet.

The development is designed around shared access and internal connectivity, with access

provided from future Unity Parkway and the U.S. 287 South frontage road. Internal circulation between all lots is achieved through shared access easements and cross-access connections.

The Planned Development establishes modified development standards to accommodate the proposed site layout and create an enhanced street presence along future Unity Parkway. Reduced setbacks and enhanced building elevations are intended to promote an urbanized development edge while maintaining compatibility with surrounding properties. Although single-family residential exists west of the site, the FEMA floodway provides substantial separations between the developments. Enhanced masonry materials and articulated façades are proposed along visible street frontages.

The landscape plan complies with City standards and incorporates enhanced paving, seating areas, public art elements, and passive open space features intended to improve the pedestrian environment and overall visual quality of the development.

The applicant is also requesting limited modifications to signage standards to allow additional building-mounted signage visibility and coordinated signage placement across lots within the PD. Staff finds the requested modifications support visibility and wayfinding while remaining cohesive with the overall development character.

The proposed development is generally consistent with the Mansfield 2040 Plan vision for commercial growth along major transportation corridors. The mix of office, retail, and hospitality uses supports employment growth, commercial services, and regional economic activity within the corridor.

Strategic Initiative
Focus on the Future
Develop Strong Economy
Building Strong Neighborhoods

Recommendation
The Planning and Zoning Commission met on May 21, 2026, and voted 6-1, to recommend approval of the zoning change. During the discussion, the development team agreed that they could adjust their application to address staff conditions 2-4 listed below.

To address condition 1, the Planning and Zoning Commission provided the following recommended condition:

- That the development provide a centrally located shaded passive space and explore extensions to all patio areas.

Vote:

Ayes: 6 - Mainer, Axen, Moses, Godin, Rozak, Walker
Nays: 1 – Lambert-Aikhionbare

The Development Review Committee recommends approval of the proposed Planned Development (PD) request with conditions requiring the following:

1. That the commercial building be separated to create a centrally located passive space that better meets the intent of the Passive Space Ordinance, creates a defined gathering area, and establishes a connection to future Unity Parkway and the planned SW-T1 Forest Brook to Dove Chase trail connection (adjusted with P&Z recommendation);
2. That additional landscaping be installed within the tree planting areas adjacent to the retail building;
3. That all buildings incorporate a minimum of 30 percent brick or stone materials similar in color and style to those proposed for the four-story hotel; and
4. That the building on Lot 1, Block 1 (retail) specifically identify that all required building articulations project a minimum of 18 inches from the wall plane.

Conditions 2-4 will be addressed through revisions in the PD Standards and Landscape Plan.

Funding Source
N/A

Prepared By
Arty Wheaton-Rodriguez, Assistant Director of Planning - (817) 276-4245

ORDINANCE NO. _____

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

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Mansfield, Texas, in compliance with the laws of the State of Texas with reference to the amendment of Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to owners of the affected properties, the governing body of the City is of the opinion and finds that the Chapter 155 "Zoning" of the Code of Ordinances and Map should be amended.

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

SECTION 1.

That Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Mansfield, to give the hereinafter described property a new zoning district PD, Planned Development District; said property being described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

That the use and development of the hereinabove described property shall be in accordance with the development standards shown in Exhibits "B-D", attached hereto and made a part hereof for all purposes.

SECTION 3.

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

SECTION 4.

That the above-described property shall be used only in the manner and for the purposes provided for in the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas of the City, as amended herein by the granting of this zoning classification.

SECTION 5.

That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas as a whole.

SECTION 6.

That any person, firm or corporation violating any of the provisions of this ordinance or the Chapter 155 "Zoning" of the Code of Ordinances, City of Mansfield, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7.

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

FIRST READING APPROVED ON THE 8TH DAY OF JUNE 2026.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 22ND DAY OF JUNE, 2026.

_____

Michael Evans, Mayor

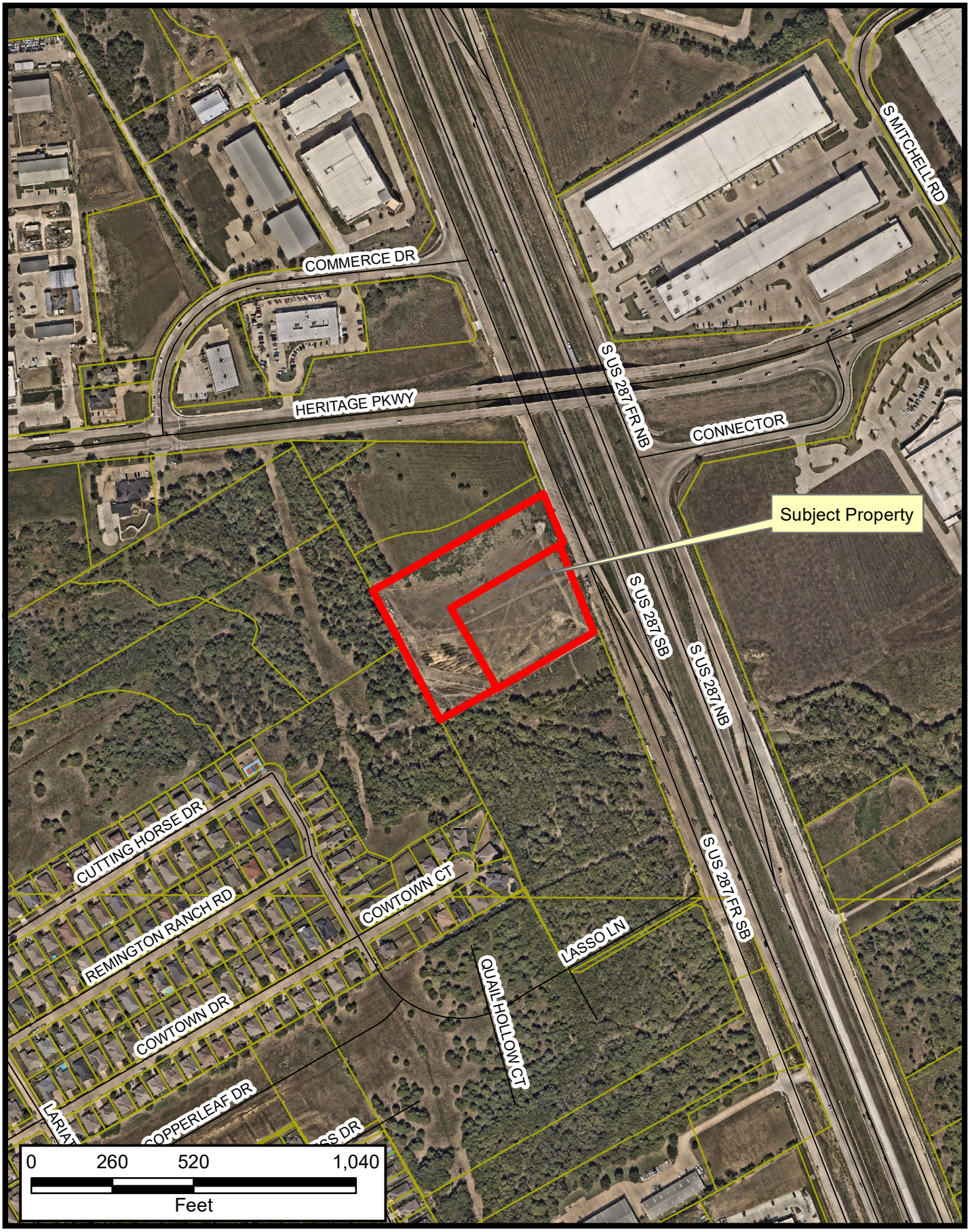
ATTEST:

_____

Susana Marin, City Secretary

APPROVED AS TO FORM:

_____
Victor Flores, City Attorney

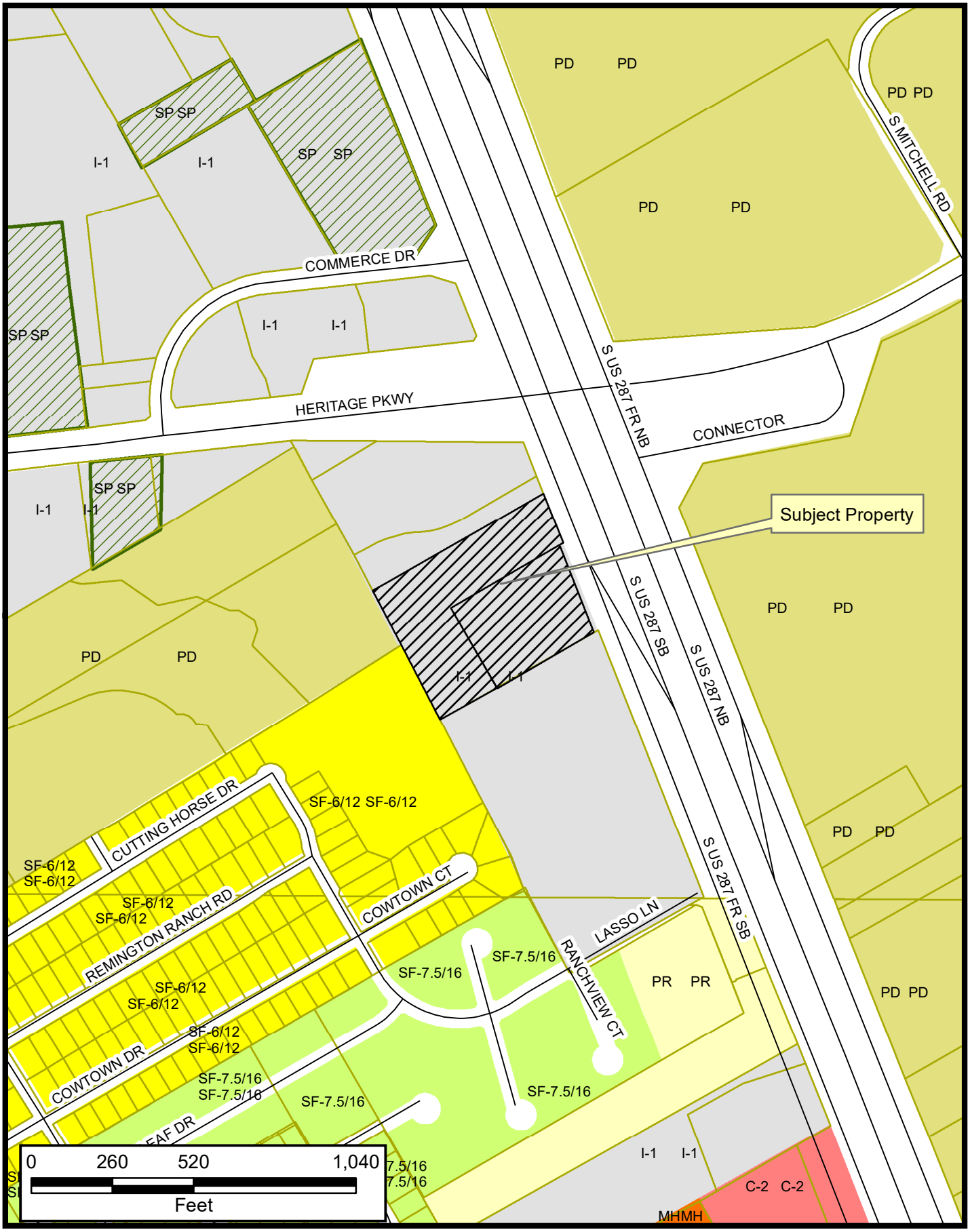


MANSFIELD TEXAS

ZC 26-004

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

5/8/2026



MANSFIELD TEXAS

ZC 26-004

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

5/8/2026

Property Owner Notification for ZC 26-004

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
			*** NO ADDRESS ***	*** NO CITY ***	* NO ZIP *
DELAY, DANIEL SURVEY	A 421	H2 HOSPITALITY LLC	PO BOX 93593	SOUTHLAKE, TX	76092
REMINGTON RANCH	BLK 7	REMINGTON RANCH HOA	2415 J AVE STE 100	ARLINGTON, TX	76006-6119
ROBERTSON, JOHN SURVEY	A 1317	4.039 HOLDINGS LLC	2 ESSEX CT	HEATH, TX	75032
ROBERTSON, JOHN SURVEY	A 1317	6.44 HOLDINGS LLC	2 ESSEX CT	HEATH, TX	75032
ROBERTSON, JOHN SURVEY	A 1317	JCI STETSON INVESTMENTS LTD	500 W HUDGINS ST	GRAPEVINE, TX	76051
ROBERTSON, JOHN SURVEY	A 1317	6.44 HOLDINGS LLC	2 ESSEX CT	HEATH, TX	75032
ROBERTSON, JOHN SURVEY	A 1317	H2 HOSPITALITY LLC	PO BOX 93593	SOUTHLAKE, TX	76092

EXHIBIT "A"

LEGAL LAND DESCRIPTION

ZONING LIMITS

BEING a 280,553-square foot (6.441-acre) tract of land situated in the John Robertson Survey, Abstract Number 1317, City of Mansfield, Tarrant County, Texas; said tract being all of that certain tract of land described as Lot 2, Block 1, Heritage Ranch (hereinafter referred to as Lot 2), an addition to the City of Mansfield, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D226060637, Plat Records, Tarrant County, Texas (O.P.R.T.C.T.) and all of that certain tract of land described in a Special Warranty Deed to 6.44 Holding LLC (hereinafter referred to as 6.44 Holding tract), as recorded in Instrument Number D223103743, O.P.R.T.C.T.; said 280,553 square feet of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a 1-inch iron rod found in the southwesterly right-of-way line of U. S. Highway 287 (400' right-of-way), as recorded in Volume 4970, Page 504, Deed Records, Tarrant County, Texas; said point being the southeast corner of said Lot 2 and the northeast corner of that certain tract of land described in a General Warranty Deed to JCI Stetson Investments, Ltd. (hereinafter referred to as JCI Stetson Investments tract), as recorded in Instrument Number D204213112, O.P.R.T.C.T.;

THENCE South 59 degrees 56 minutes 11 seconds West, departing the said southwesterly right-of-way line of U. S. Highway 287, with the common line between said Lot 2 and said JCI Stetson Investments tract, passing at a distance of 356.09 feet, a 5/8-inch iron rod with plastic cap stamped "BANNISTER ENGINEERING FIRM-10193823" found at the southwest corner of said Lot 2, continuing for a total distance of 571.41 feet to a 1/2-inch iron rod found for corner in the northeasterly line of that certain tract of land described as Lot 29, Block 7 (Open Space Lot), Remington Ranch Phase Two (hereinafter referred to as Lot 29), an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Instrument Number D2040010090, O.P.R.T.C.T.; said point being the southwest corner of said 6.44 Holding tract and the northwest corner of said JCI Stetson Investments tract;

THENCE North 26 degrees 54 minutes 47 seconds West with the common line between said 6.44 Holding tract and said Lot 29, a distance of 258.01 feet to a 1/2-inch iron rod found for corner; said point being the northeasterly corner of said Lot 29 and the southerly southeast corner of that certain tract of land described as Tract Two in General Warranty Deed with Vendor's Lien to H2 Hospitality LLC (hereinafter referred to as Tract Two), as recorded in Instrument Number D218163867, O.P.R.T.C.T.;

THENCE North 27 degrees 15 minutes 36 seconds West with the common line between said 6.44 Holding tract and said Tract Two, a distance of 214.67 feet to a 5/8-inch iron rod found for corner; said point being the northwest corner of said 6.44 Holding tract and an inner-ell corner of said Tract Two;

THENCE North 59 degrees 56 minutes 15 seconds East, continuing with the common line between said 6.44 Holding tract and said Tract Two, a distance of 618.01 feet to a 1-inch iron rod found for corner in the said southwesterly right-of-way line of U. S. Highway 287; said point being the northeast corner of said 6.44 Holding tract and the easterly southeast corner of said Tract Two;

THENCE South 21 degrees 28 minutes 34 seconds East with the common line between said 6.44 Holding tract and said southwesterly right-of-way line of U. S. Highway 287, passing at a distance of 176.86 feet, a 5/8-inch iron rod with plastic cap stamped "BANNISTER ENGINEERING FIRM-10193823" found at the northeast corner of said Lot 2, continuing for a total distance of 477.38 feet to the **POINT OF BEGINNING**, and containing a calculated area of 280,553 square feet (6.441 acres) of land.

SURVEYOR'S CERTIFICATE

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Gregory Mark Peace DATE: May 7, 2026
Registered Professional Land Surveyor No. 6608



Project No. 420-25-002	Date: 5/7/2026	Page 1 of 1	Drawn by: SA	Checked by: MP

ZONING LIMITS
LOT 1, BLOCK 1, HERITAGE RANCH AND
6.44 HOLDINGS LLC PROPERTY OUT OF THE
JOHN ROBERTSON SURVEY, ABSTRACT NO. 1317
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPELS REGISTRATION NO. 10193823

© Copyright 2026

HERITAGE RANCH
PLANNED DEVELOPMENT
LAND USE AND DEVELOPMENT REGULATIONS
MANSFIELD, TEXAS

A. PURPOSE AND INTENT

The purpose and intent of this PD, Planned Development District, to be known as the Heritage Ranch Planned Development (this "PD"), is to facilitate the coordinated development of a high-quality commercial development on approximately 6.441 acres in Mansfield, Texas. The intent of this PD is to allow flexibility in site planning, architecture, parking, landscaping, screening, and related development standards in order to accommodate the unique characteristics of the proposed development while maintaining overall compatibility with surrounding development and the intent of the Mansfield Zoning Ordinance.

This PD is intended to create a cohesive and comprehensively planned commercial environment that supports quality development, economic activity, and coordinated site design while allowing deviations necessary to accommodate the site plan presented as part of the zoning request.

B. LAND USE AND DEVELOPMENT REGULATIONS.

This PD shall adhere to the development standards and regulations of the C-2 Community Business District, the FR Freeway Overlay District and the Mansfield Code of Ordinances, as amended, unless otherwise specified by the deviations and regulations contained herein and the approved exhibits attached to the ordinance approving this PD.

Any such deviations are intended to accommodate the unique design, operational needs, and coordinated site planning of this Planned Development while maintaining overall consistency with the Mansfield Zoning Ordinance and community development character. Where these regulations conflict with or overlap another ordinance, easement, covenant, deed restriction, or other development standard, priority and preference shall be provided to these PD regulations and approved exhibits.

C. ZONING AND LAND USE.

1. Permitted Land Uses.
Uses within this PD shall be those permitted within the C-2 Community Business District.

2. Prohibited Uses.
The following uses, which are otherwise permitted in the C-2 Community Business District, shall be prohibited within this PD.

3. Specific Use Permits, permitted within the C-2 Community Business District.
Any use requiring a Specific Use Permit under the Mansfield Code of Ordinances shall continue to require approval of a Specific Use Permit unless otherwise expressly approved as part of this PD.

D. DEVELOPMENT REGULATIONS.

The PD shall follow the development regulations of the C-2 Community Business District, as amended, except as otherwise provided herein or shown on the approved exhibits attached to the ordinance approving this PD.

1. Site Plan Flexibility.
The approved Development Plan attached to the ordinance approving this PD shall govern the layout and arrangement of buildings, architectural standards including material and articulation, parking areas, drives, access easements, landscape areas, passive open space, and related site improvements. Development standards may be modified as necessary to allow the approved site configuration.

2. Building Setbacks.
Building setbacks shall be as shown on the approved Development Plan. Deviations from standard C-2 setback requirements are permitted to accommodate the approved development layout. These setbacks are summarized below. In the event of a conflict between the setbacks summarized below, and those shown on the approved Development Plan, the Development Plan shall govern.

a. Northern boundary – 10’ Building Setback along future Unity Parkway frontage
b. Eastern boundary – 30’ Building Setback along US 287 frontage
c. Southern boundary – No Building Setback
d. Western boundary – 10’ Building Setback
e. Interior lots – No building setback

3. Building Articulation and Architectural Standards.
Architectural elevations submitted with this PD shall establish the general architectural character of the development. Minor variations in articulation, materials, fenestration, parapets, rooflines, and façade treatments may be administratively approved provided the overall architectural intent and quality are maintained.

4. Parking and Loading.
Off-street parking and loading standards for the PD shall generally comply with Section 155.091 of the Mansfield Zoning Ordinance, except as otherwise approved through the attached Development Plan and supporting parking calculations.

a. Shared Parking – Lots 1 and 3 shall have a shared parking agreement. Lot 2 shall be self-parked.
b. Parking Calculations – Parking shall be provided per the calculations on the approved Development Plan.

5. Landscaping and Screening.
Landscaping and screening shall generally comply with Section 155.092 of the Mansfield Zoning Ordinance except as otherwise approved herein or on the approved exhibits.

a. Landscape Buffers – Landscape buffers may be modified from standard ordinance requirements where necessary to accommodate the approved Development Plan, utility easements, access drives, grading, or coordinated site design.
b. Screening Walls – Screening walls are not required along any boundary of this PD.
c. Passive Open Space – Passive open space shall adhere to the attached exhibits. Minor variations may be administratively approved provided the overall intent and quality are maintained.

6. Signage.
All signage within this PD shall comply with Section 155.090 of the Mansfield Zoning Ordinance except as otherwise approved herein or on the approved exhibits.

a. A monument sign shall be allowed on Lot 1 as located on the approved Development Plan, in accordance with Signage Standards found in 155.090. Lot 3 shall have the right to signage i on this shared sign.
b. Signage shall not be limited to the front of the building and may be installed on up to two sides of the building for every tenant space.

7. Sidewalks and Pedestrian Connectivity.
Sidewalks and pedestrian access routes shall generally follow the approved Development Plan. Minor adjustments to sidewalk alignments may be administratively approved during civil plan review.

E. DEFINITIONS.

Terms in this PD shall have the meanings as defined in Section 155.012 of the Mansfield Code of Ordinances unless expressly defined herein. Where terms are not defined in this PD or within Section 155.012, such terms shall have their ordinarily accepted meanings as the context applies.

F. ADMINISTRATIVE APPROVAL OF SITE PLANS.

Site plans that comply with all applicable development-related ordinances and this PD Planned Development Ordinance shall be administratively approved by the Planning Department.

Substantial deviations or amendments from these development standards or the approved Development Plan shall be processed in the same manner as the original approval of this PD.

The City Manager or designee may approve minor amendments or revisions to these PD regulations provided the amendment or revision does not significantly:

1. Change the uses approved;
2. Result in a substantial increase in external impacts on adjacent properties;
3. Increase approved densities, site coverage, or floor areas;

4. Decrease on-site parking requirements beyond ten percent (10%);
5. Reduce minimum yards or setbacks beyond those generally reflected on the approved Development Plan; or
6. Change traffic patterns or access in a manner that materially impacts adjacent properties or public infrastructure.

G. ATTACHMENTS.

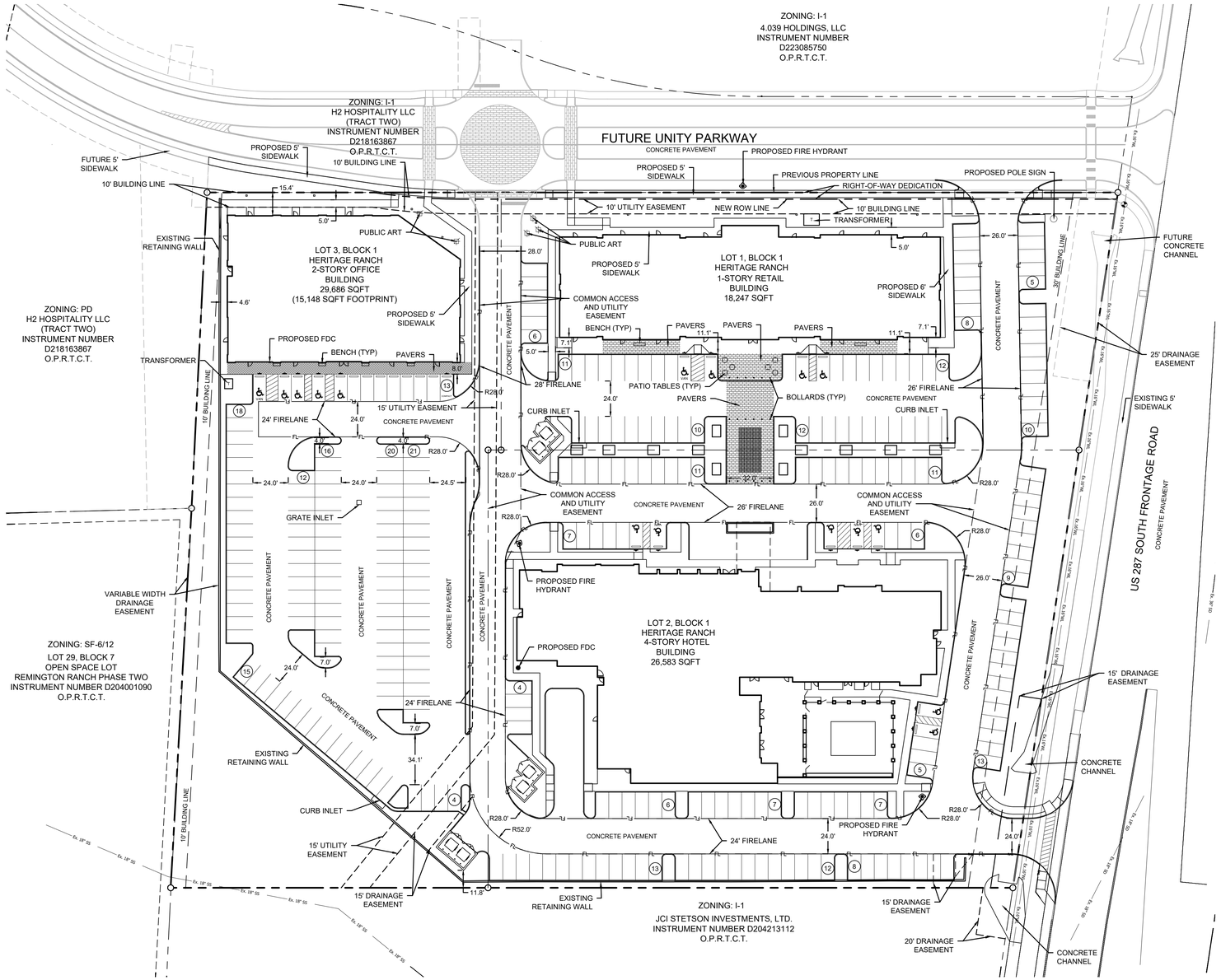
Exhibit C – Development Plan

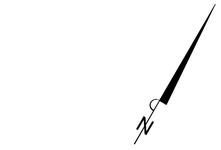
Exhibit C-1 – Passive Space Site Plan – Lot 1

Exhibit C-2 – Passive Space Site Plan – Lot 3

Exhibit C-3 to C-10 – Building Elevations

Exhibit D – Landscape Plan





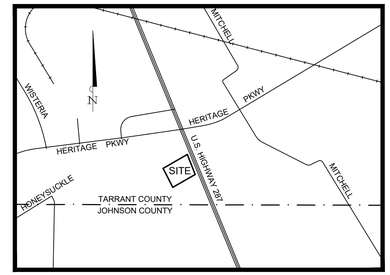
LEGEND

- CONCRETE PAVERS
- ACCESSIBLE PARKING SPACE
- (14) PARKING COUNT
- FL FIRE LANE
- PUBLIC ART
- PATIO TABLE
- BENCH
- PROPOSED FIRE HYDRANT

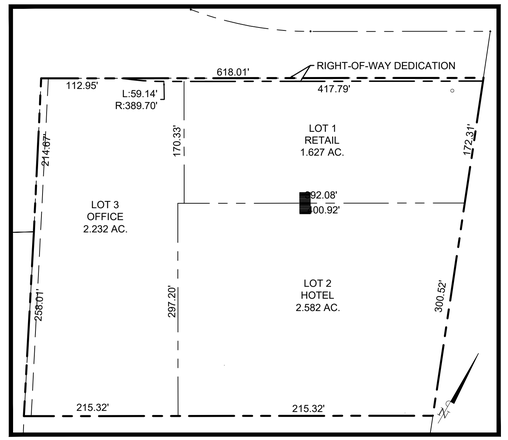
LOT 1 SITE DATA SUMMARY TABLE	
LOT SIZE	1.627 ACRES
BUILDING SQUARE FOOTAGE	18,247 SF
FLOOR AREA RATIO	0.26
PARKING	
RETAIL STORE OR SHOPS RATIO	1 SPACE TO 250 SQ. FT. OF FLOOR AREA FOR THE FIRST 3,000 SQ. FT. THERE AFTER 1 SPACE FOR EACH ADDITIONAL 300 SQ. FT.
NO. OF PARKING REQUIRED	64 SPACES
NO. OF PARKING PROVIDED	74 SPACES *
NO. OF HC PARKING REQUIRED (VAN REQUIRED)	3 SPACES
NO. OF HC PARKING PROVIDED (VAN INCLUDED)	4 SPACES

LOT 2 SITE DATA SUMMARY TABLE	
LOT SIZE	2.582 ACRES
BUILDING SQUARE FOOTAGE	26,583 SF
FLOOR AREA RATIO	0.24
PARKING	
HOTEL PARKING RATIO	1 SPACE TO 1 GUESTROOM FOR FIRST 100 GUESTROOMS .75 TO 1 UNIT OVER 100
TOTAL FLOORS	4 FLOORS
GUESTROOMS	125 GUEST ROOMS
NO. OF PARKING REQUIRED	119 SPACES FOR GUEST ROOMS
NO. OF PARKING PROVIDED	119 SPACES
NO. OF HC PARKING REQUIRED (VAN REQUIRED)	5 SPACES
NO. OF HC PARKING PROVIDED (VAN INCLUDED)	7 SPACES
VAN ACCESSIBLE SPACES REQUIRED	2 SPACES
VAN ACCESSIBLE SPACES PROVIDED	2 SPACES

LOT 3 SITE DATA SUMMARY TABLE	
LOT SIZE	2.232 ACRES
BUILDING SQUARE FOOTAGE	29,686 SF
FLOOR AREA RATIO	0.31
PARKING	
OFFICE BUILDING RATIO	1 SPACE TO 300 SQ.FT.
NO. OF PARKING REQUIRED	100 SPACES
NO. OF PARKING PROVIDED	120 SPACES *
NO. OF HC PARKING REQUIRED (VAN REQUIRED)	5 SPACES
NO. OF HC PARKING PROVIDED (VAN INCLUDED)	5 SPACES



VICINITY MAP
NOT TO SCALE
MANSFIELD, TEXAS



USE MAP
SCALE: 1' = 100'

PLANNED DEVELOPMENT NOTES

* 1. LOT 1 AND 3 WILL BE IN A SHARED PARKING AGREEMENT. LOT 2 WILL NOT BE INVOLVED IN THE SHARED PARKING AGREEMENT.

2. THIS PROPOSED PLANNED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH PROVISIONS OF THE APPROVED DEVELOPMENT DISTRICT AND THAT ALL DEVELOPMENT PLANS RECORDED HEREUNDER SHALL BE BINDING UPON APPLICANT THEREOF, HIS SUCCESSORS AND ASSIGNS, AND SHALL LIMIT CONTROL ALL BUILDING PERMITS.

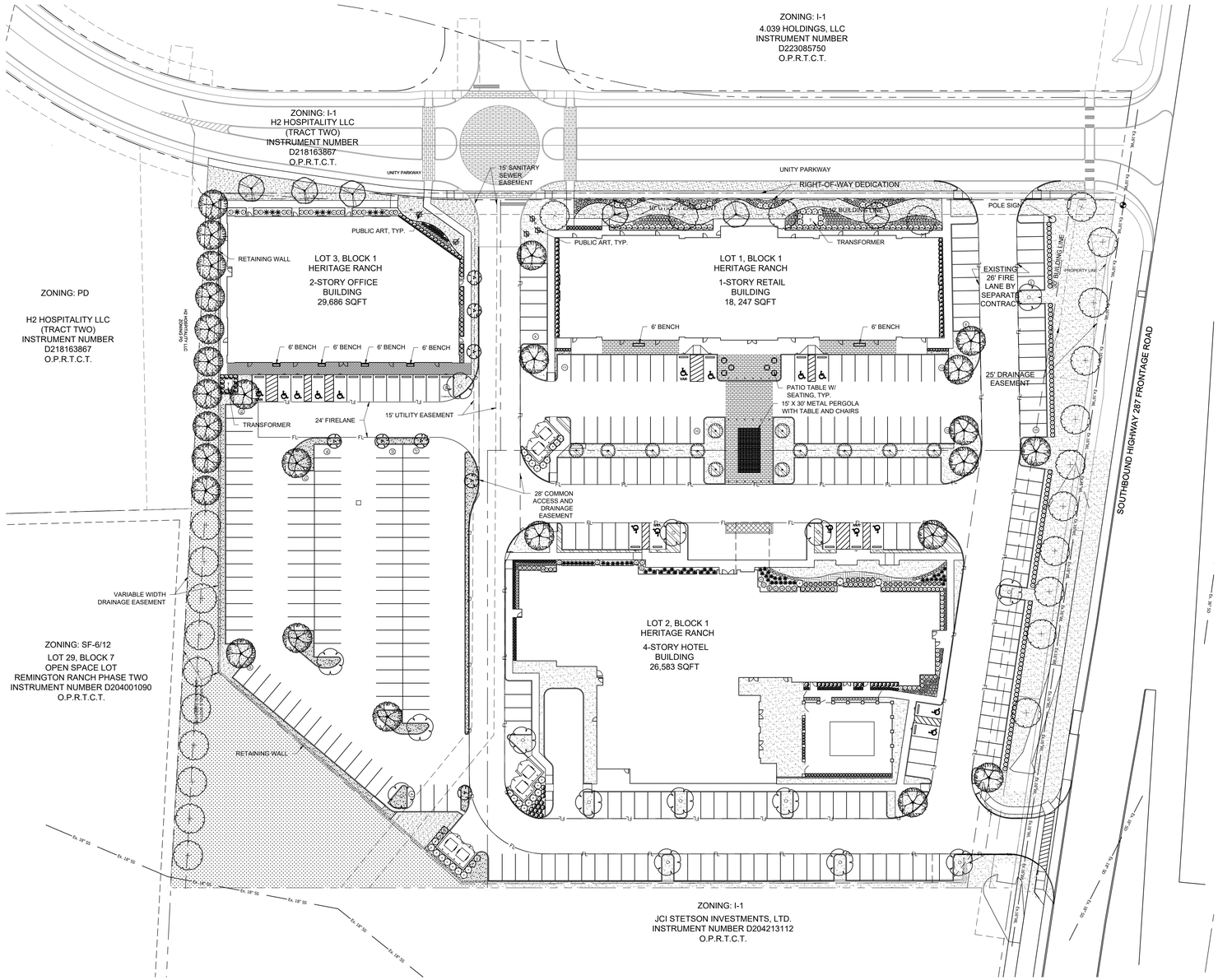
EXHIBIT "C"
DEVELOPMENT PLAN
HERITAGE RANCH

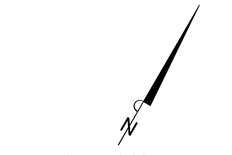
LOTS 1-3, BLOCK 1
6.441 acres out of the John Robertson Survey, Abstract Number 1317
City of Mansfield, Tarrant County, Texas
Date Prepared: June 1, 2026
3 LOTS

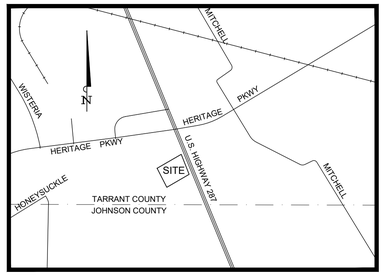
OWNER/DEVELOPER:
6.44 HOLDINGS LLC
CONTACT: BRIAN BERRY
3502 RIDGE ROAD A-120
ROCKWALL, TX 75032
469-583-5976

PREPARED BY:
BANNISTER ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS) CONTACT: CODY R. BROOKS, PE

BE JOB NO. 420-24-001







VICINITY MAP
NOT TO SCALE
MANSFIELD, TEXAS

PLANT SCHEDULE					
SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
TREES					
	LAGERSTROEMIA INDICA 'NATCHEZ' / CRAPE MYRTLE	30 GAL	3"	6'-8'	3 CANES MIN.
	LAGERSTROEMIA INDICA `TUSCARORA` / CRAPE MYRTLE	30 GAL	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	PISTACIA CHINENSIS / CHINESE PISTACHE	B&B	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QUERCUS SHUMARDII / SHUMARD RED OAK	B&B	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	B&B	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	ULMUS CRASSIFOLIA / CEDAR ELM	B&B	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
SYMBOL	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
SHRUBS					
	ABELIA X 'ROSE CREEK' / ROSE CREEK ABELIA	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	HESPERALOE PARVIFLORA / RED YUCCA	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	HYDRANGEA QUERCIFOLIA / OAKLEAF HYDRANGEA	3 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	ILEX CORNUTA `DWARF BURFORD` / DWARF BURFORD HOLLY	3 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	ILEX X `NELLIE R.STEVENS` / NELLIE STEVENS HOLLY	15 GAL	48" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	JUNIPERUS HORIZONTALIS 'ANDORRA' / ANDORRA JUNIPER	3 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	LIGUSTRUM SINENSE `SUNSHINE` / SUNSHINE LIGUSTRUM	3 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	LOROPETALUM CHINENSE RUBRUM 'PIILC-III' / PURPLE DAYDREAM® DWARF LOROPETALUM	3 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MALVAVISCUS DRUMMONDII / TURK'S CAP	3 GAL	18" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MUHLENBERGIA CAPILLARIS / PINK MUHLY	3 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MUHLENBERGIA LINDHEIMERI / LINDHEIMER MUHLY	3 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	NANDINA DOMESTICA 'SEIKA' / OBSESSION™ HEAVENLY BAMBOO	3 GAL.	16" HT	3` O.C.	FULL, MATCHING, SYMMETRICAL
	NASSELLA TENUISSIMA `PONY TAILS` / MEXICAN FEATHER GRASS	1 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	PENNISETUM ALOPECUROIDES `HAMELN` / HAMELN DWARF FOUNTAIN GRASS	1 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SALVIA GREGGII / AUTUMN SAGE	1 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	YUCCA RECURVIFOLIA / SOFT LEAF YUCCA	3 GAL.	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
SYMBOL	BOTANICAL / COMMON NAME	NOTES			
GROUND COVERS					
	BASALT GRAVEL	1/2"-1" BASALT GRAVEL, 3" DEPTH, WITH WEED BARRIER FABRIC			
	CYNODON DACTYLON `TIF 419` / BERMUDA GRASS	SOD			
	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	HYDROMULCH			
	EUONYMUS COLORATUS / PURPLE WINTERCREEPER	4" POT, 18" O.C., TRIANGULAR SPACING			
	LIRIOPE MUSCARI 'VARIEGATA' / VARIEGATED LILYTURF	4" POTS, 8" O.C., TRIANGULAR SPACING			
	SEASONAL COLOR	4" POTS, 8" O.C., TRIANGULAR SPACING			

1. The property owner, tenant or agent, shall be responsible for the maintenance of all required landscaping in a healthy, neat, orderly and live-growing condition at all times. This shall include mowing, edging, pruning, fertilizing, irrigation, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such materials not a part of the landscaping. Plant materials that die shall be replaced with plant materials of similar variety and size.

2. All areas disturbed by construction shall be fine graded and re-established by sod. These areas shall be irrigated and maintained until permanent stand of grass is achieved with a minimum of 70% coverage. This is to include all areas to the back of curb around the property.

3. Electrical transformers and telephone line pedestals located more than five (5) feet from a building, gas meters, and satellite dishes shall be screened by a screening wall or by a hedgerow of dense evergreen shrubbery or plant materials to form a visual screen using plant materials approved by the Landscape Administrator.

SUMMARY CHART - BUFFERYARDS / SETBACKS

PARCEL	LOCATION OF BUFFERYARD OR SETBACK	PROPOSED USE	ADJACENT ZONING	BUFFERYARD OR SETBACK WIDTH / TYPE	LENGTH (IN FEET)	TREES REQ'D	TREES PROV'D	SCREEN WALL / DEVICE HEIGHT AND MATERIAL REQUIRED	SCREEN WALL / DEVICE HEIGHT AND MATERIAL PROVIDED
LOT 3	NORTH	C-1	INTERNAL STREET	20'	418	10	10	N/A	N/A
LOT 3	SOUTH	C-1	C-1	10'	392	0	0	N/A	N/A
LOT 3	EAST	C-1	PUBLIC ROAD	20'	177	4	4	N/A	N/A
LOT 3	WEST	C-1	SHARED ACCESS	N/A	175	0	0	N/A	N/A

SUMMARY CHART - INTERIOR LANDSCAPE

PARCEL		LOT AREA (IN SQUARE FEET)	LANDSCAPE AREA (IN SQUARE FEET)	% OF LANDSCAPE AREA
LOT 1	REQ'D	97,172	9,717	10%
	PROV'D		31,688	32.61%

SUMMARY CHART - BUFFERYARDS / SETBACKS

PARCEL	LOCATION OF BUFFERYARD OR SETBACK	PROPOSED USE	ADJACENT ZONING	BUFFERYARD OR SETBACK WIDTH / TYPE	LENGTH (IN FEET)	TREES REQ'D	TREES PROV'D	SCREEN WALL / DEVICE HEIGHT AND MATERIAL REQUIRED	SCREEN WALL / DEVICE HEIGHT AND MATERIAL PROVIDED
LOT 1	NORTH	C-1	Street	10'	113	N/A	N/A	N/A	N/A
LOT 1	SOUTH	C-1	I-1	10'	215	5	5	N/A	N/A
LOT 1	EAST	C-1	Internal Street	N/A	435	N/A	N/A	N/A	N/A
LOT 1	WEST	C-1	SF AND PD	20'	472	14	14	N/A	N/A

SUMMARY CHART - INTERIOR LANDSCAPE

PARCEL		LOT AREA (IN SQUARE FEET)	LANDSCAPE AREA (IN SQUARE FEET)	% OF LANDSCAPE AREA
LOT 1	REQ'D	97,172	9,717	10%
	PROV'D		31,688	32.61%

SUMMARY CHART - BUFFERYARDS / SETBACKS

PARCEL	LOCATION OF BUFFERYARD OR SETBACK	PROPOSED USE	ADJACENT ZONING	BUFFERYARD OR SETBACK WIDTH / TYPE	LENGTH (IN FEET)	TREES REQ'D	TREES PROV'D	SCREEN WALL / DEVICE HEIGHT AND MATERIAL REQUIRED	SCREEN WALL / DEVICE HEIGHT AND MATERIAL PROVIDED
LOT 2	NORTH	C-1	INTERNAL STREET	N/A	258	0	0	N/A	N/A
LOT 2	SOUTH	C-1	C-1 SHARED ACCESS	10'	301	0	0	N/A	N/A
LOT 2	EAST	C-1	PUBLIC ROAD	20'	321	8	8	N/A	N/A
LOT 2	WEST	C-1	INTERNAL STREET	N/A	199	0	0	N/A	N/A

SUMMARY CHART - INTERIOR LANDSCAPE

PARCEL		LOT AREA (IN SQUARE FEET)	LANDSCAPE AREA (IN SQUARE FEET)	% OF LANDSCAPE AREA
LOT 1	REQ'D	112,484	11,248	10%
	PROV'D		20,892	18.57%

EXHIBIT "D"
LANDSCAPE PLAN
HERITAGE RANCH

LOTS 1-3, BLOCK 1
6.441 acres out of the John Robertson Survey, Abstract Number 1317
City of Mansfield, Tarrant County, Texas
Date Prepared: May 8, 2026
3 LOTS

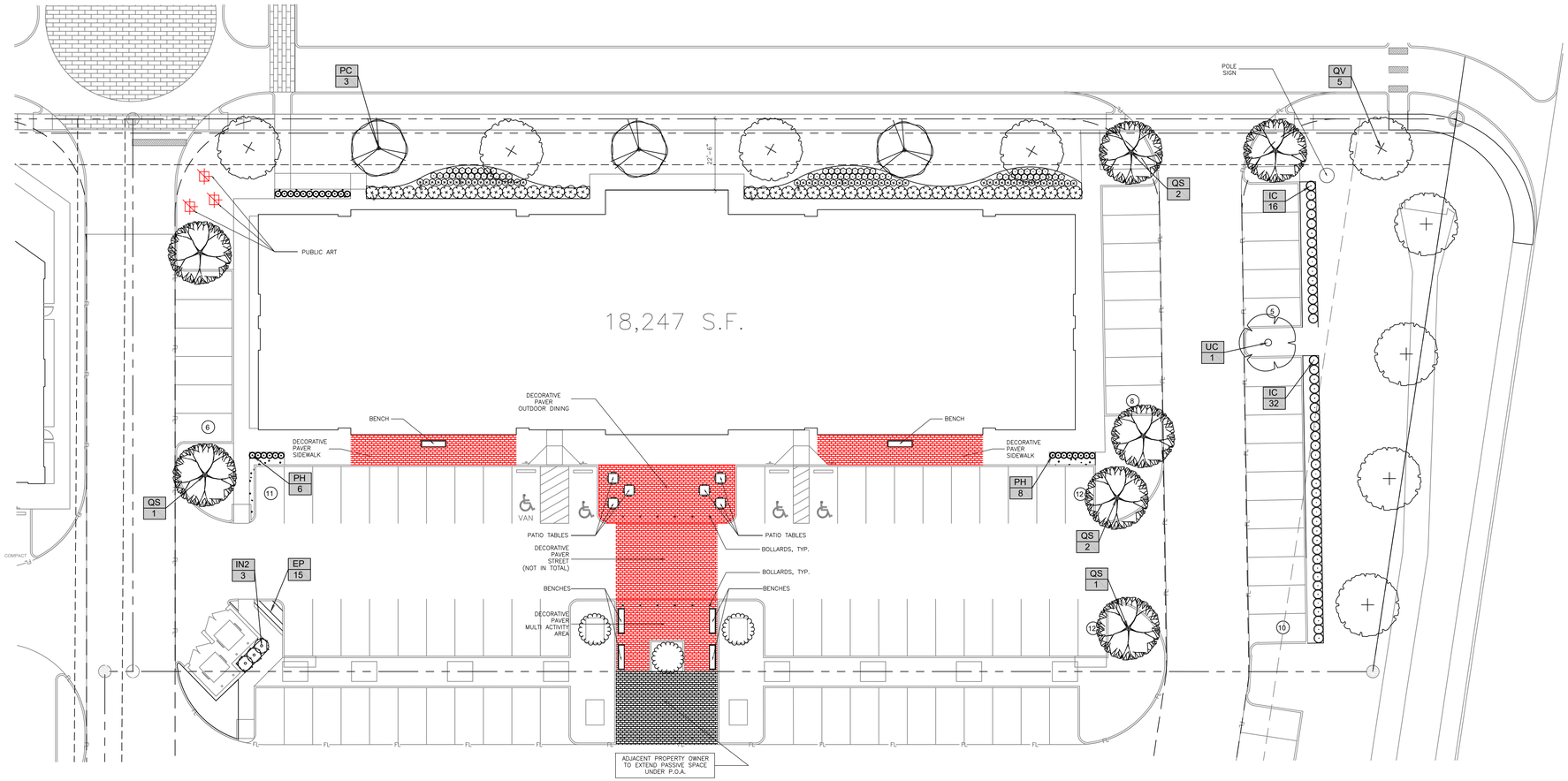
OWNER/DEVELOPER:
6.44 HOLDINGS LLC
CONTACT: BRIAN BERRY
3502 RIDGE ROAD A-120
ROCKWALL, TX 75032
469-583-5976

PREPARED BY:
BANNISTER ENGINEERING
240 N. MITCHELL ROAD | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS) CONTACT: CODY R. BROOKS, PE

BE JOB NO. 420-24-001

PASSIVE SPACE TABS – RETAIL 18,247 S.F.			
DECORATIVE PAVERS SIDEWALK	=	964 S.F.	
DECORATIVE PAVERS OUTDOOR DINING	=	844 S.F.	
DECORATIVE PAVERS MULTI ACTIVITY AREA	=	560 S.F.	
TOTAL DECORATIVE PAVERS = 2,368 S.F.	=	130 %	
PASSIVE SPACE REQUIRED	=	1,825 S.F.	

PASSIVE SPACE LEGEND	
PUBLIC ART	
BENCH	
PATIO TABLES	
DECORATIVE PAVERS	



1 PASSIVE SPACE - SITE PLAN RETAIL
SCALE: 1:20

EXHIBIT C-1

ISSUE:
PERMIT SET: 10-3-2025
1 REVISIONS: 04-08-2026

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NEW SHELL RETAIL FACILITY FOR
HERITAGE RANCH
MANSFIELD, TX

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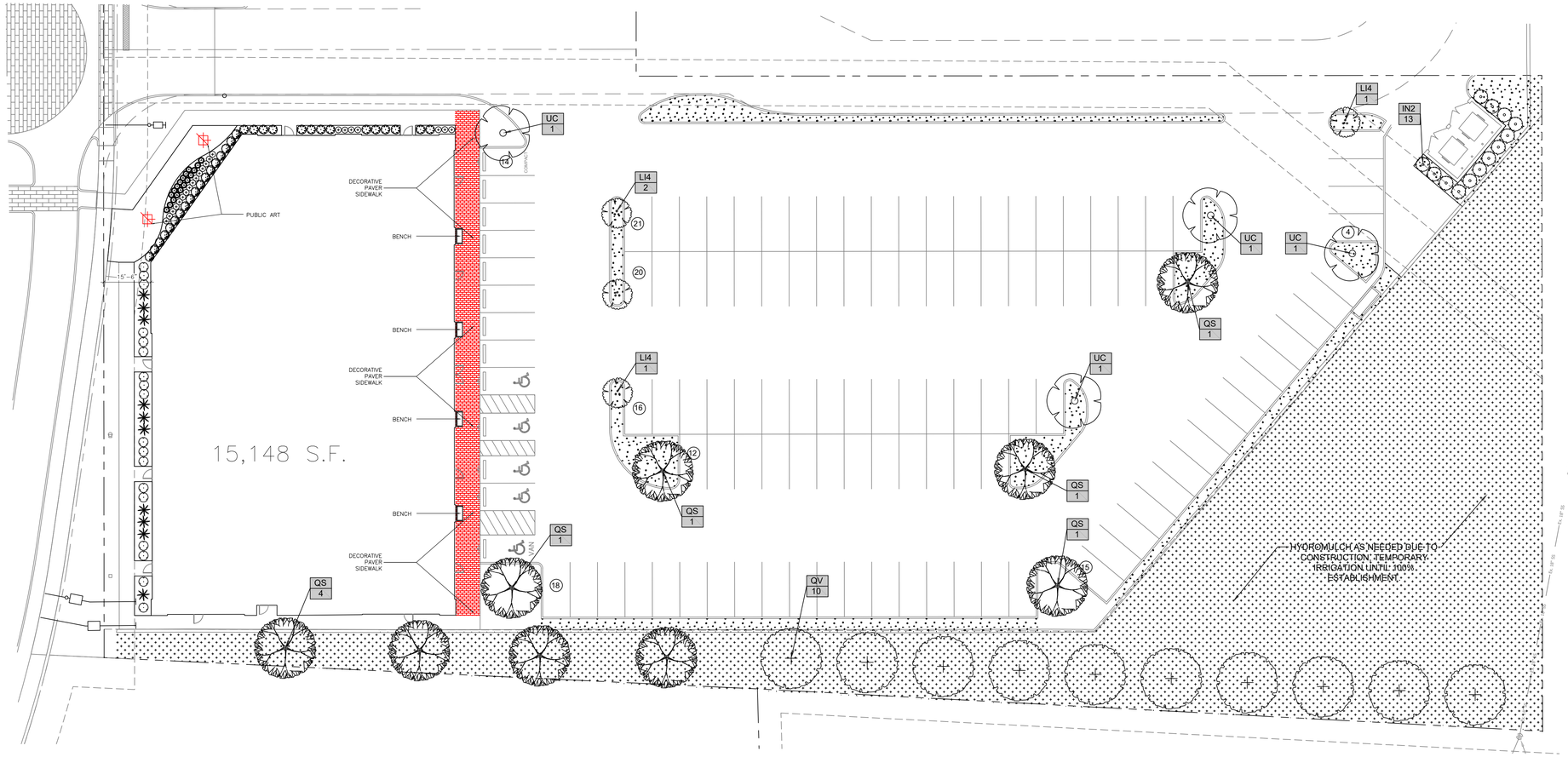
CARROLL architects
750 E. Interstate 30
Suite 110
Rockwall, TX. 75087
t: 972.732-6085
f: 972.732-8058

PASSIVE SPACE SITE PLAN 1

DATE: OCT 2025
SHEET NO: A101
PROJECT NO: 2025039
DRAWN BY: GL
CHECKED BY:

PASSIVE SPACE TABS – OFFICE 15,148 S.F.			
DECORATIVE PAVERS SIDEWALK		=	1,292 S.F.
TOTAL DECORATIVE PAVERS	= 1,292 S.F.	=	85%
PASSIVE SPACE REQUIRED		=	1,515 S.F.

PASSIVE SPACE LEGEND	
PUBLIC ART	
BENCH	
PATIO TABLES	
DECORATIVE PAVERS	



1 PASSIVE SPACE - SITE PLAN OFFICE
SCALE: 1:20

EXHIBIT C-2

ISSUE:
PERMIT SET: 10-3-2025
1 CITY COMMENTS 04-10-2026

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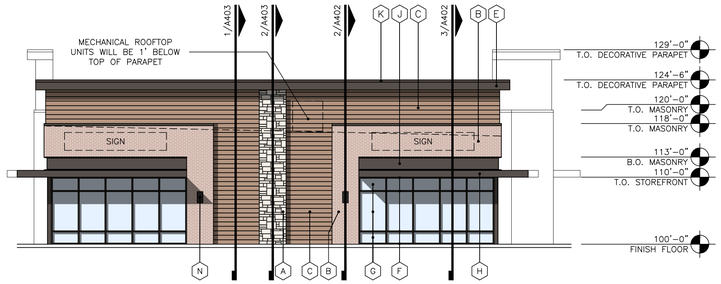
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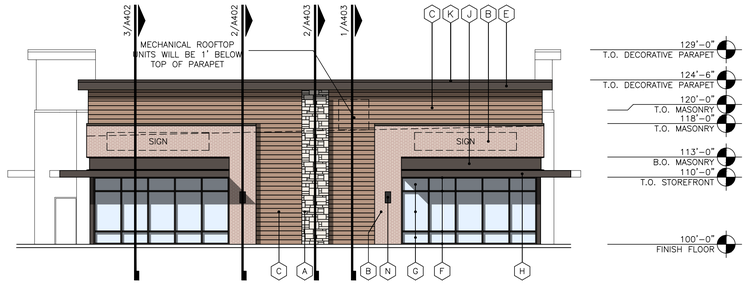
PASSIVE SPACE SITE PLAN 1

DATE: SEP 2025
SHEET NO: A101
PROJECT NO: 2025040
DRAWN BY: GL
CHECKED BY:



STONE	-	92 S.F.	-	8%
BRICK	-	340 S.F.	-	29%
WOOD	-	564 S.F.	-	47%
MTL. FASCIA	-	191 S.F.	-	16%
TOTAL	-	1,187 S.F.	-	100%

4 SIDE ELEVATION - EAST
SCALE: 3/32" = 1'-0"



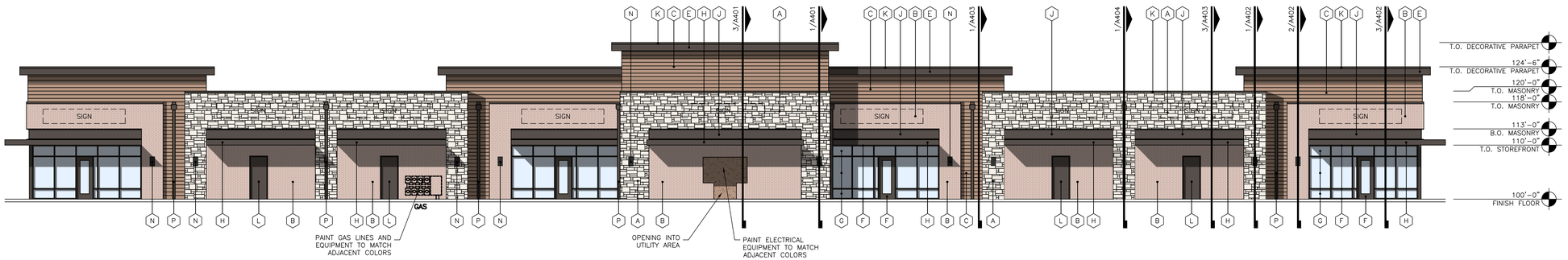
STONE	-	92 S.F.	-	8%
BRICK	-	340 S.F.	-	29%
WOOD	-	564 S.F.	-	47%
MTL. FASCIA	-	191 S.F.	-	16%
TOTAL	-	1,187 S.F.	-	100%

3 SIDE ELEVATION - WEST
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE

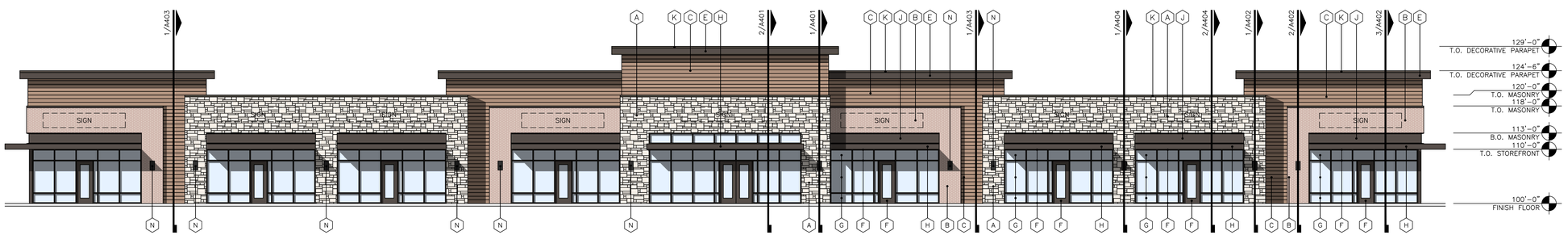
- (A) NATURAL STONE: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
- (B) BRICK VENEER: ACME, COLOR –
- (C) HARDIE SIDING & TRIM, COLOR –
- (D) FIELD STUCCO 3–COAT SYSTEM W/ EIFS FINISH TEXTURE – FINE, COLOR – MATCH SIDING
- (E) CONTINUOUS METAL CORNICE COLOR – DARK BRONZE
- (F) STOREFRONT & ALUM. DOORS, COLOR – DARK BRONZE
- (G) EXTERIOR GLASS 1" INSULATED, LOW "E", COLOR – 10% TINTED, GRAY
- (H) STEEL AWNING, PAINT – DARK BRONZE
- (J) STEEL 'C' CHANNEL – DARK BRONZE
- (K) PREFINISHED METAL COPING, COLOR – DARK BRONZE
- (L) EXTERIOR HOLLOW METAL DOOR, PAINTED – DRAK BRONZE
- (M) STUCCO CONTROL/ EXPANSION JOINTS AS REQUIRED PER MFG.
- (N) DECORATIVE LIGHTING – EXTERIOR SCONCE. LIGHTING SELECTED BY OWNER
- (P) PREFINISHED ROOF SCUPPER, GUTTER & DOWNSPOUTS, COLOR – DARK BRONZE

NOTE: PROVIDE 26 GA. METAL FOR ALL FLASHING, GUTTERS & DOWNSPOUTS WITH SPLASH BLOCKS



STONE	-	1,406 S.F.	-	29%
BRICK	-	1,600 S.F.	-	34%
WOOD	-	1,195 S.F.	-	25%
MTL. FASCIA	-	598 S.F.	-	12%
TOTAL	-	4,799 S.F.	-	100%

2 BACK ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



STONE	-	1,406 S.F.	-	36%
BRICK	-	669 S.F.	-	17%
WOOD	-	1,195 S.F.	-	31%
MTL. FASCIA	-	598 S.F.	-	16%
TOTAL	-	3,868 S.F.	-	100%

1 FRONT ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"

EXHIBIT C-3

ISSUE:
PERMIT SET: 10-3-2025
1 REVISIONS: 04-08-2026

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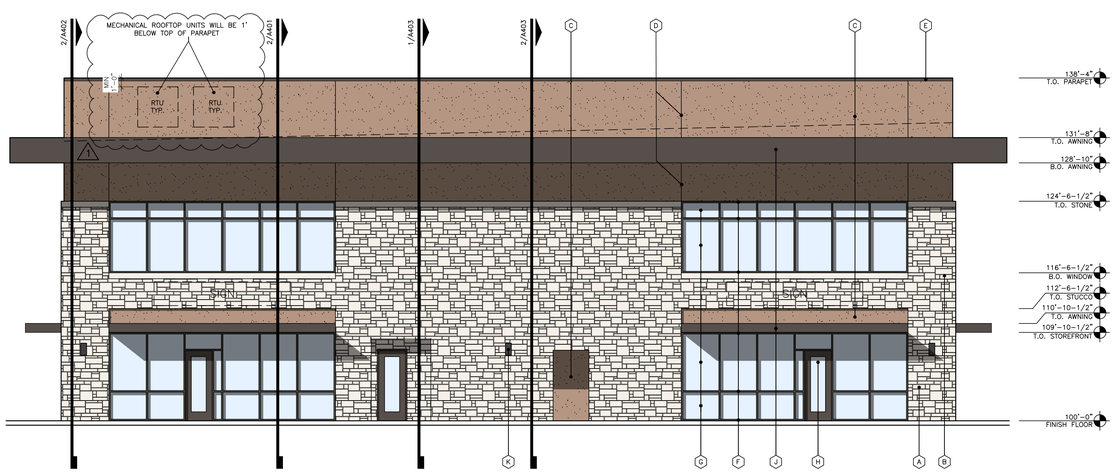
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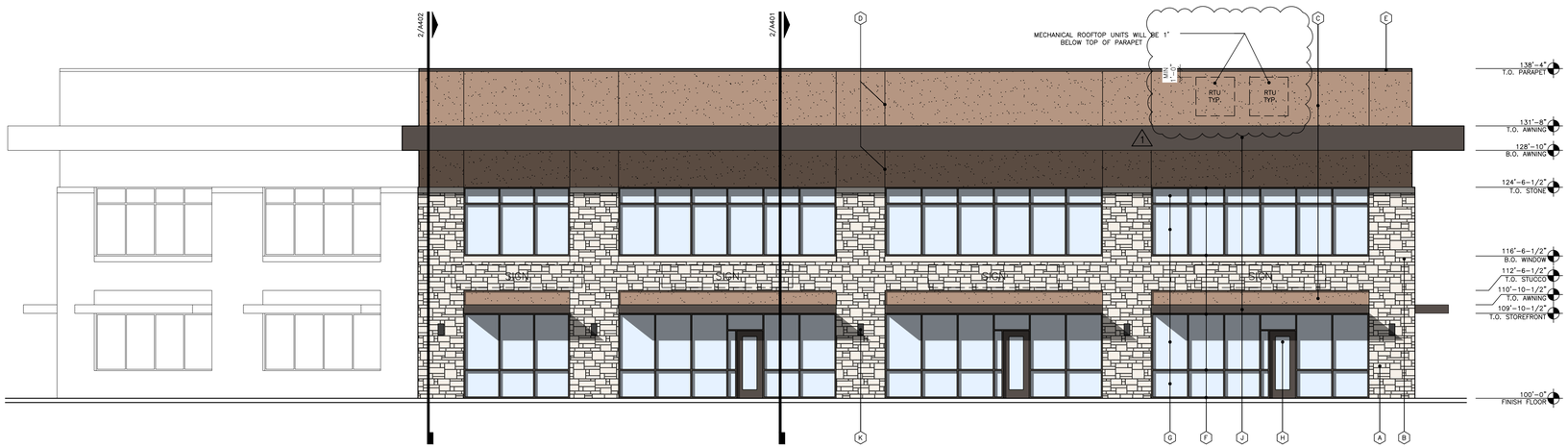
ARTICULATION EXTERIOR ELEVATIONS 1

DATE: OCT 2025
SHEET NO: A501.1 1
PROJECT NO: 2025039
DRAWN BY: GL
CHECKED BY:



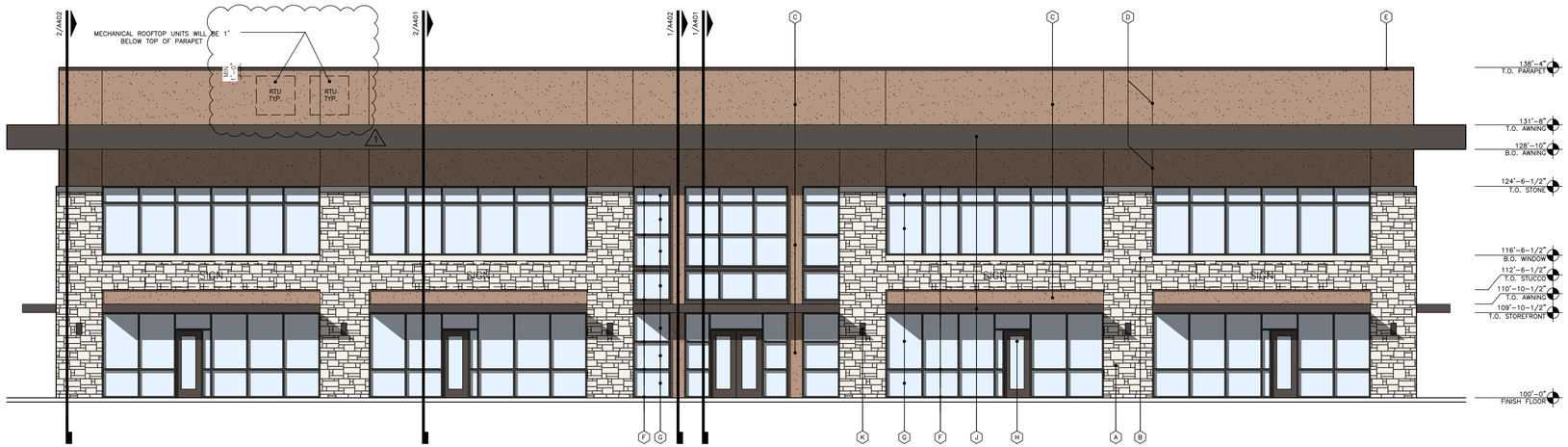
STONE	-	1,352 S.F.	-	48%
STUCCO	-	1,140 S.F.	-	41%
MTL. FASCIA	-	315 S.F.	-	11%
TOTAL	-	2,807 S.F.	-	100%

3 SIDE ELEVATION - WEST
SCALE: 1/8" = 1'-0"



STONE	-	1,028 S.F.	-	37%
STUCCO	-	1,412 S.F.	-	50%
MTL. FASCIA	-	350 S.F.	-	13%
TOTAL	-	2,790 S.F.	-	100%

2 BACK ELEVATION - STREET SIDE - NORTH
SCALE: 1/8 = 1'-0"



STONE	-	1,206 S.F.	-	33%
STUCCO	-	1,971 S.F.	-	54%
MTL. FASCIA	-	480 S.F.	-	13%
TOTAL	-	3,657 S.F.	-	100%

1 FRONT ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE

- A — NATURAL STONE: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
- B — NATURAL STONE CAP: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
- C — STUCCO: (3 PART SYSTEM) ELASTOMERIC FINISH COAT, COLOR – xxx
- D — STUCCO: CONTROL JOINTS AS SHOWN
- E — PREFINISHED METAL COPING COLOR – DARK BRONZE
- F — WINDOW FRAMES ALUMINUM, COLOR – DARK BRONZE
- G — GLAZING: DOUBLE PANE INSULATED, LOW E GLASS W/ WINDOW TINTED @ 10% – GREY
- H — ALUMINUM STOREFRONT, COLOR – DARK BRONZE
- J — AWNINGS: PREFINISHED MTL. AWNINGS PANELS COLOR – DARK BRONZE
- K — DECO. WALL SCONE LIGHT COLOR – DARK BRONZE

EXPOSED CONDUITS, LADDERS, UTILITY BOXES, STACK PIPES, DRAIN SPOUTS, AND GAS METERS TO BE PAINTED TO MATCH THE ADJACENT PRIMARY COLOR

1

ISSUE:
PERMIT SET: 10-3-2025
1 CITY COMMENTS 04-10-2026

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EXTERIOR ELEVATIONS

DATE: SEP 2025
SHEET NO: A501 1
PROJECT NO: 2025040
DRAWN BY: GL
CHECKED BY:

EXHIBIT C-4

EXTERIOR FINISH SCHEDULE	
A	NATURAL STONE: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
B	NATURAL STONE CAP: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
C	STUCCO: (3 PART SYSTEM) ELASTOMERIC FINISH COAT, COLOR – xxx
D	STUCCO: CONTROL JOINTS AS SHOWN
E	PREFINISHED METAL COPING COLOR – DARK BRONZE
F	WINDOW FRAMES ALUMINUM, COLOR – DARK BRONZE
G	GLAZING: DOUBLE PANE INSULATED, LOW E GLASS W/ WINDOW TINTED @ 10% – GREY
H	ALUMINUM STOREFRONT, COLOR – DARK BRONZE
J	AWNINGS: PREFINISHED MTL. AWNINGS PANELS COLOR – DARK BRONZE
K	DECO. WALL SCONE LIGHT COLOR – DARK BRONZE

EXPOSED CONDUITS, LADDERS, UTILITY BOXES, STACK PIPES, DRAIN SPOUTS, AND GAS METERS TO BE PAINTED TO MATCH THE ADJACENT PRIMARY COLOR

1



STONE	-	680 S.F.	-	47%
STUCCO	-	601 S.F.	-	42%
MTL. FASCIA	-	159 S.F.	-	11%
TOTAL	-	1,440 S.F.	-	100%

2 SIDE ELEVATION - ANGLED SIDE - NORTHEAST
SCALE: 1/8" = 1'-0"



STONE	-	675 S.F.	-	39%
STUCCO	-	822 S.F.	-	48%
MTL. FASCIA	-	224 S.F.	-	13%
TOTAL	-	1,721 S.F.	-	100%

1 SIDE ELEVATION - DRIVE SIDE - EAST
SCALE: 1/8" = 1'-0"

EXHIBIT C-5

ISSUE:
PERMIT SET: 10-3-2025
1 CITY COMMENTS 04-10-2026

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NEW SHELL OFFICE FACILITY FOR
HERITAGE RANCH

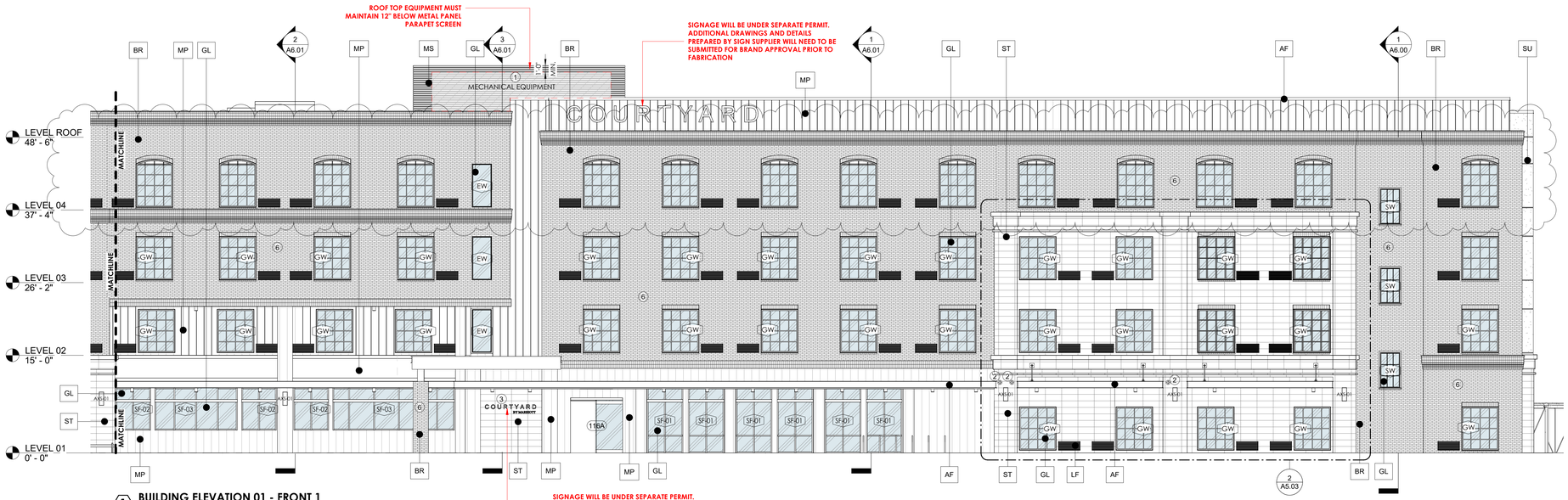
ONEFIRM
COMMERCIAL REAL ESTATE • DEVELOPMENT • CONSTRUCTION

CARROLL architects
750 E. Interstate 30
Suite 110
Rockwall, TX. 75087
t: 972-732-6085
f: 972-732-8058

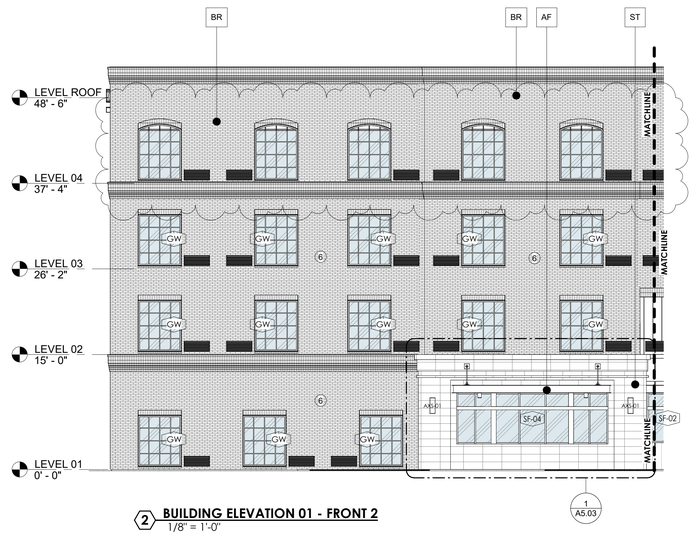
EXTERIOR ELEVATIONS

DATE: SEP 2025
PROJECT NO: 2025040
DRAWN BY: GL
CHECKED BY:
SHEET NO: A502 1

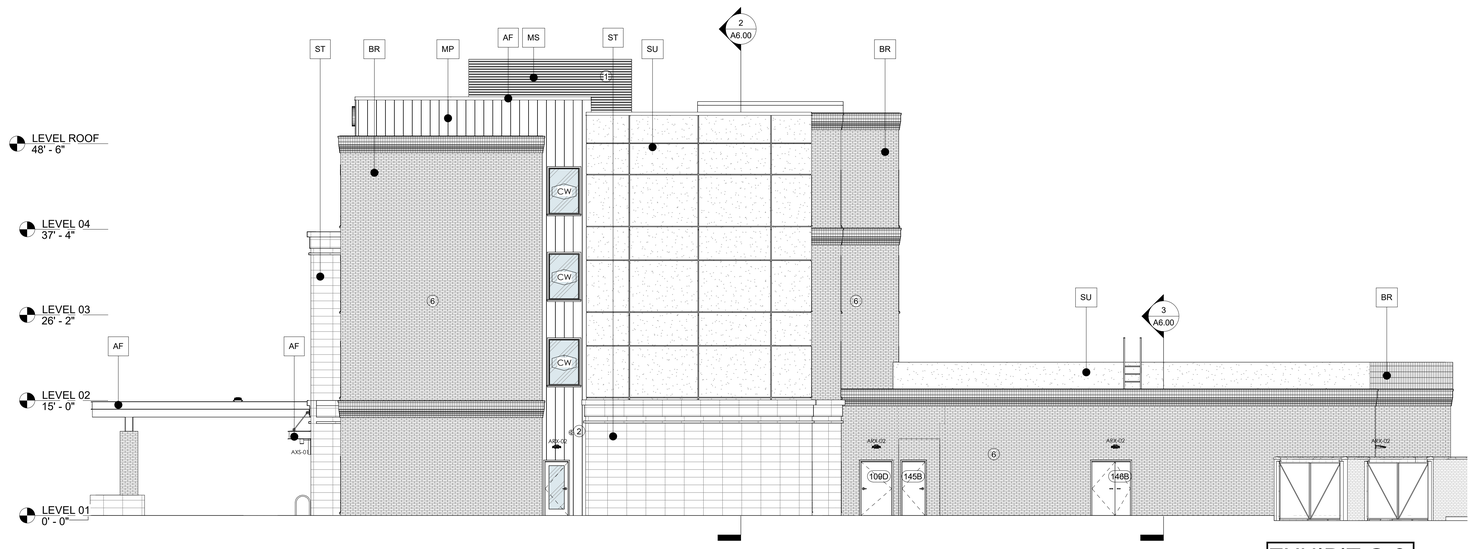




1 **BUILDING ELEVATION 01 - FRONT 1**
1/8" = 1'-0"



2 **BUILDING ELEVATION 01 - FRONT 2**
1/8" = 1'-0"



3 **BUILDING ELEVATION 03 - WEST**
1/8" = 1'-0"

MATERIAL CALLOUTS	
BR	ACME BRICK - GUNNISON RIVER HT- HERITAGE TEXTURE
SU	STUCCO-"SW7003 TOQUE WHITE"
SU2	STUCCO-"SW7076 CYBERSPACE"
ST	STONE - ELDORADO STONE - MARQUEE 24 - DOVE TAIL
MP	MAC METAL - MS 1 MODULAR - ONYX BLACK
LF	LOUVER FINISH - DARK BRONZE TO MATCH STOREFRONT
AF	ALUMINUM PARAPET FLASHING TO MATCH STOREFRONT
GL	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM
SF	STOREFRONT - KAWNEER - "DARK BRONZE #40"
MS	MECH. SCREEN TO MATCH MAC METAL - ONYX BLACK
SP	SPANDREL

ADDITIONAL NOTES:

- ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL.
- MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES.
- UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR
- ROMAN SIZE, FACE BRICK, WITH 3/8" CONCAVE GROUT JOINT- MORTAR TO BE MATCHED TO GROUT
- CONTRACTOR TO ENSURE METAL PANELS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION.
- SIGN DESIGNED AND FABRICATED BY APPROVED VENDOR TO MEET BRAND STANDARDS, FOR LOCATION ONLY
- ALL UTILITY BOXES AND METERS SHALL BE PAINTED TO MATCH SURROUNDING BUILDING FACADE.
- FINAL SIGN DESIGN TO BE DRAFTED BY THIRD PARTY CONTRACTOR TO ENSURE FINAL SIGN PACKAGE IS SUBMITTED AND APPROVED BY THE BRAND
- **EXPOSED CONDUIT, LADDERS, UTILITY BOXES, STACK PIPES, DRAIN SPOUTS AND GAS METERS MUST BE PAINTED TO MATCH THE PRIMARY COLOR OR COLOR SEQUENCE TO AID IN BLENDING WITH THE COLOR OF THE BUILDING.**

KEYNOTE LEGENDS

ELEVATIONS KEY NOTES

	Text
1	METAL PANEL SOFFIT SCREENING
2	ROOF OVERFLOW DRAIN SPOUT - LOCATED IN VISIBLE LOCATION
3	SIGNAGE UNDER SEPARATE PERMIT - COORDINATE FINAL DRAWINGS WITH SIGNAGE CONTRACTOR
4	DOWNSPOUT SCUPPERS WITH INTEGRAL OVERFLOW SPOUT
5	SITE RAILING. REFERENCE SITE ELEMENTS
6	MASONRY VERTICAL AND HORIZONTAL EXPANSION AND CONTROL JOINTS PER MANUFACTURER SPECIFICATIONS

EXHIBIT C-6

TYPE-SIX

TYPE SIX DEVELOPMENT SERVICES, LLC
920 S. MAIN STREET #150
GRAPEVINE, TX 76051
817.291.0980

COURTYARD BY MARRIOTT
TEKMAK DEVELOPMENT COMPANY

HERITAGE PARKWAY & HWY 287
MANSFIELD, TEXAS

PROJECT # 23034

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
28 APRIL 2025

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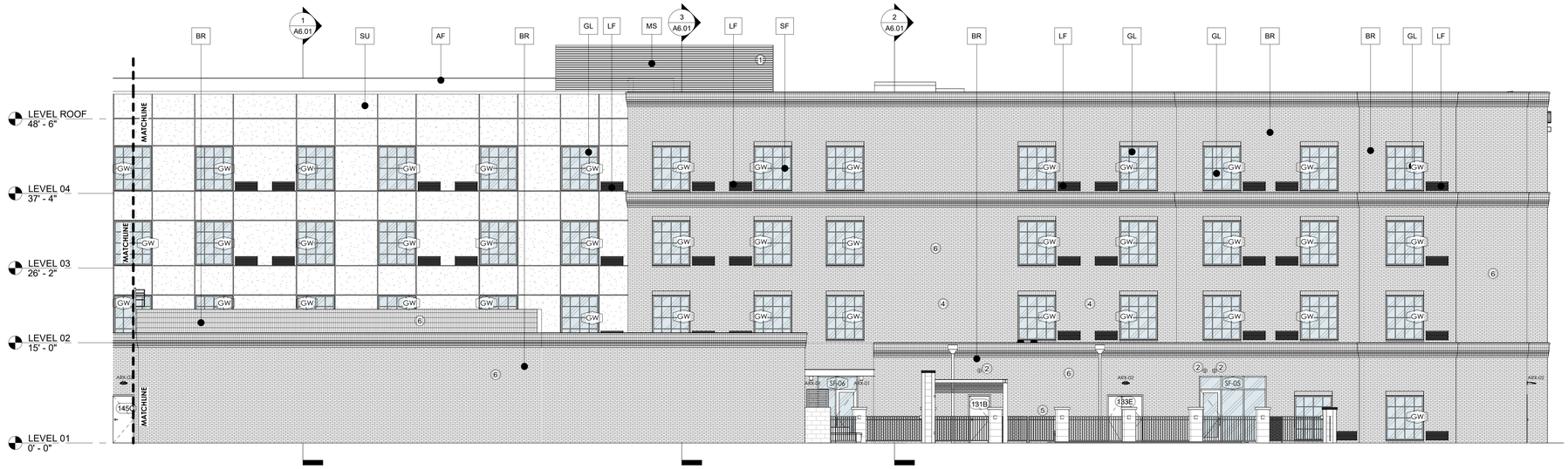
#	Revision	Date
1	CITY COMMENTS	FEBRUARY 2026

SHEET NAME
BUILDING ELEVATIONS

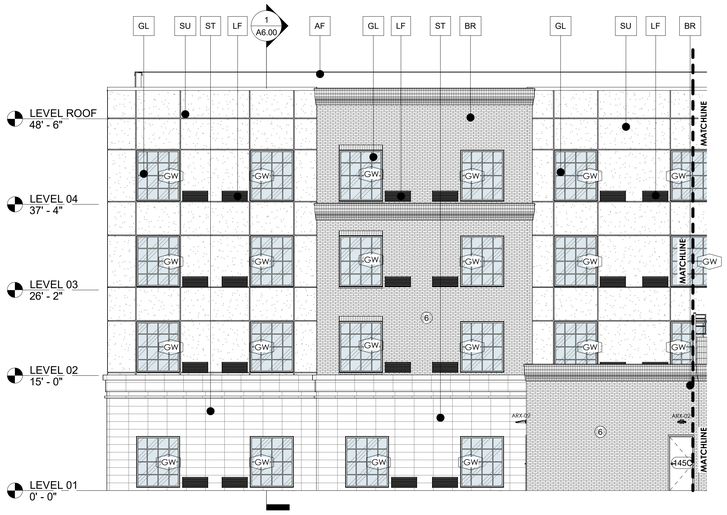
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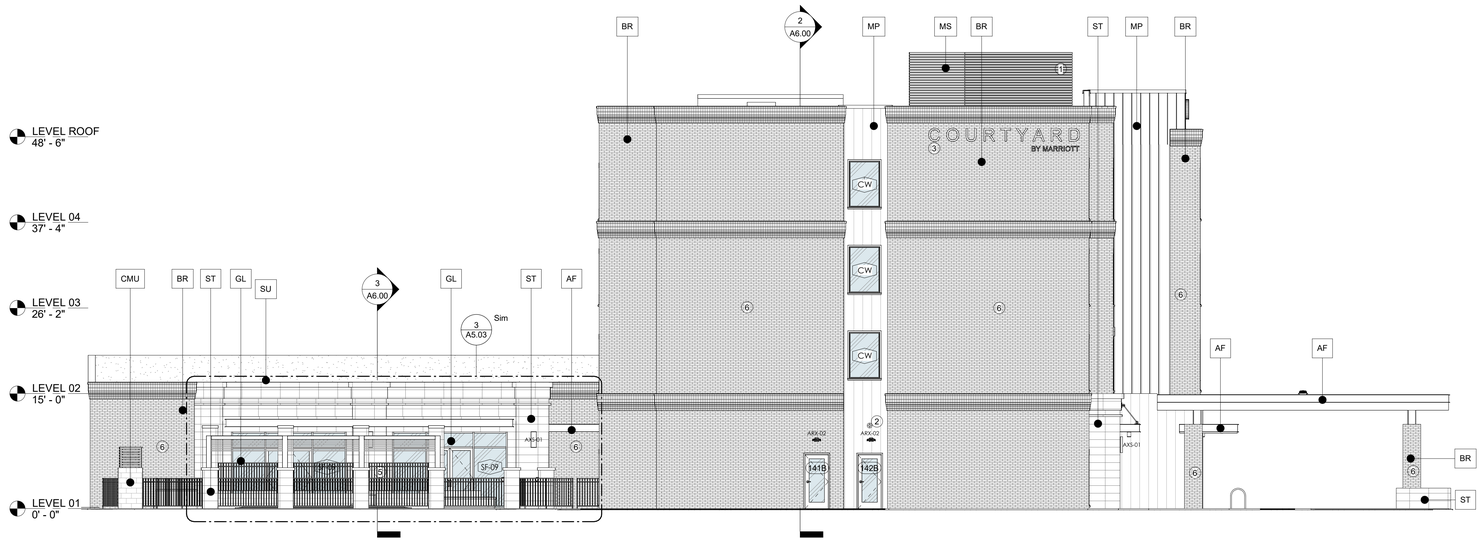




2 **BUILDING ELEVATION 02 - BACK 2**
1/8" = 1'-0"



1 **BUILDING ELEVATION 02 - BACK 1**
1/8" = 1'-0"



3 **BUILDING ELEVATION 04 - EAST**
1/8" = 1'-0"

MATERIAL CALLOUTS	
BR	ACME BRICK - GUNNISON RIVER HT- HERITAGE TEXTURE
SU	STUCCO-"SW7003 TOQUE WHITE"
SU2	STUCCO-"SW7076 CYBERSPACE"
ST	STONE - ELDORADO STONE - MARQUEE 24 - DOVE TAIL
MP	MAC METAL - MS 1 MODULAR - ONYX BLACK
LF	LOUVER FINISH - DARK BRONZE TO MATCH STOREFRONT
AF	ALUMINUM PARAPET FLASHING TO MATCH STOREFRONT
GL	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM
SF	STOREFRONT - KAWNEER - "DARK BRONZE #40"
MS	MECH. SCREEN TO MATCH MAC METAL - ONYX BLACK
SP	SPANDREL

ADDITIONAL NOTES:

- ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL.
- MECHANICAL UNITS SHALL BE SCREENED IN ACCORDANCE WITH LOCAL CITY AND ZONING ORDINANCES.
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KEYNOTE LEGENDS

ELEVATIONS KEY NOTES

	Text
1	METAL PANEL SOFFIT SCREENING
2	ROOF OVERFLOW DRAIN SPOUT - LOCATED IN VISIBLE LOCATION
3	SIGNAGE UNDER SEPARATE PERMIT - COORDINATE FINAL DRAWINGS WITH SIGNAGE CONTRACTOR
4	DOWNSPOUT SCUPPERS WITH INTEGRAL OVERFLOW SPOUT
5	SITE RAILING. REFERENCE SITE ELEMENTS
6	MASONRY VERTICAL AND HORIZONTAL EXPANSION AND CONTROL JOINTS PER MANUFACTURER SPECIFICATIONS

EXHIBIT C-7

TYPE-SIX

TYPE SIX
DEVELOPMENT SERVICES, LLC

920 S. MAIN STREET #150
GRAPEVINE, TX 76051
817.291.0980

COURTYARD BY MARRIOTT
TEKMAK DEVELOPMENT COMPANY

HERITAGE PARKWAY & HWY 287
MANSFIELD, TEXAS

PROJECT # 23034

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
28 APRIL 2025

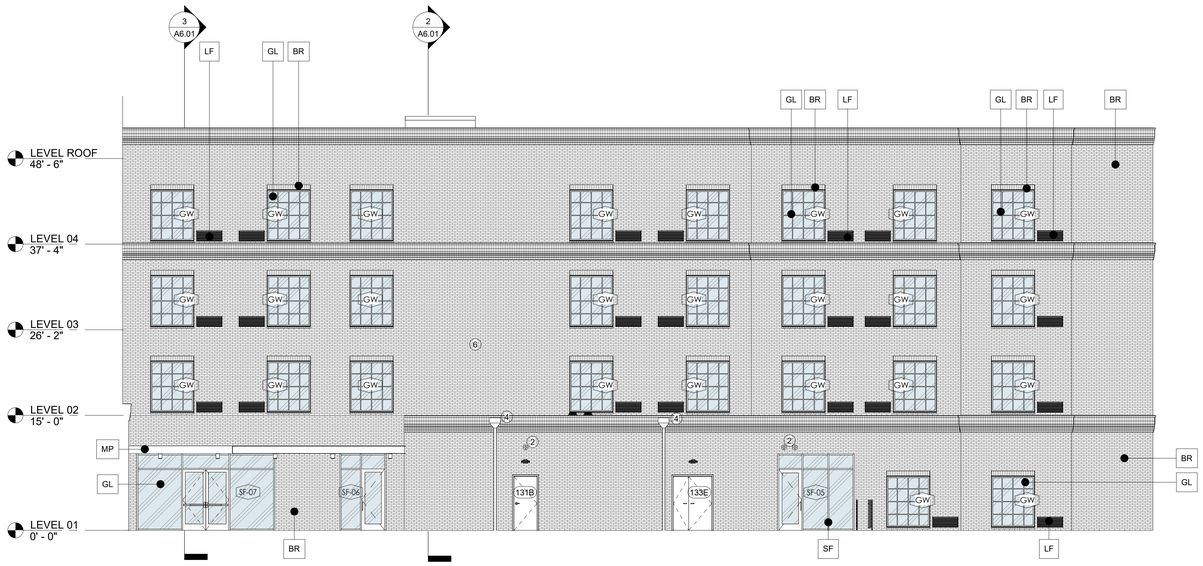
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#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.01

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D. HAYES HINKLE
26067
STATE OF TEXAS
5/7/2025 8:55:54 PM



1 **BUILDING ELEVATION 05 - BACK 3**
1/8" = 1'-0"

MATERIAL CALLOUTS	
BR	ACME BRICK - GUNNISON RIVER HT- HERITAGE TEXTURE
SU	STUCCO-"SW7003 TOQUE WHITE"
SU2	STUCCO-"SW7076 CYBERSPACE"
ST	STONE - ELDORADO STONE - MARQUEE 24 - DOVE TAIL
MP	MAC METAL - MS 1 MODULAR - ONYX BLACK
LF	LOUVER FINISH - DARK BRONZE TO MATCH STOREFRONT
AF	ALUMINUM PARAPET FLASHING TO MATCH STOREFRONT
GL	EXTERIOR WINDOWS: STOREFRONT WINDOW SYSTEM
SF	STOREFRONT - KAWNEER - "DARK BRONZE #40"
MS	MECH. SCREEN TO MATCH MAC METAL - ONYX BLACK
SP	SPANDREL

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KEYNOTE LEGENDS

ELEVATIONS KEY NOTES

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6	MASONRY VERTICAL AND HORIZONTAL EXPANSION AND CONTROL JOINTS PER MANUFACTURER SPECIFICATIONS

EXHIBIT C-8

TYPE-SIX

TYPE SIX DEVELOPMENT SERVICES, LLC

920 S. MAIN STREET #150
GRAPEVINE, TX 76051
817.291.0980

COURTYARD BY MARRIOTT
TEKMAK DEVELOPMENT COMPANY
HERITAGE PARKWAY & HWY 287
MANSFIELD, TEXAS

PROJECT # 23034

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
28 APRIL 2025

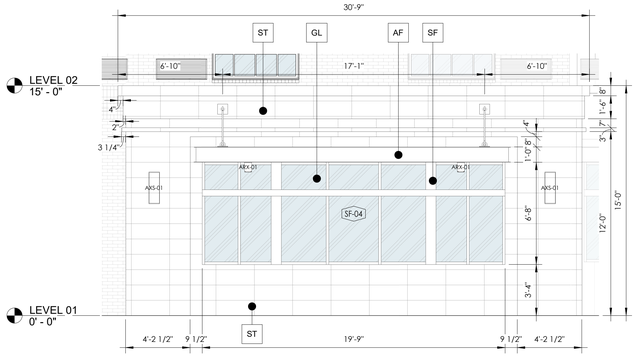
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#	Revision	Date

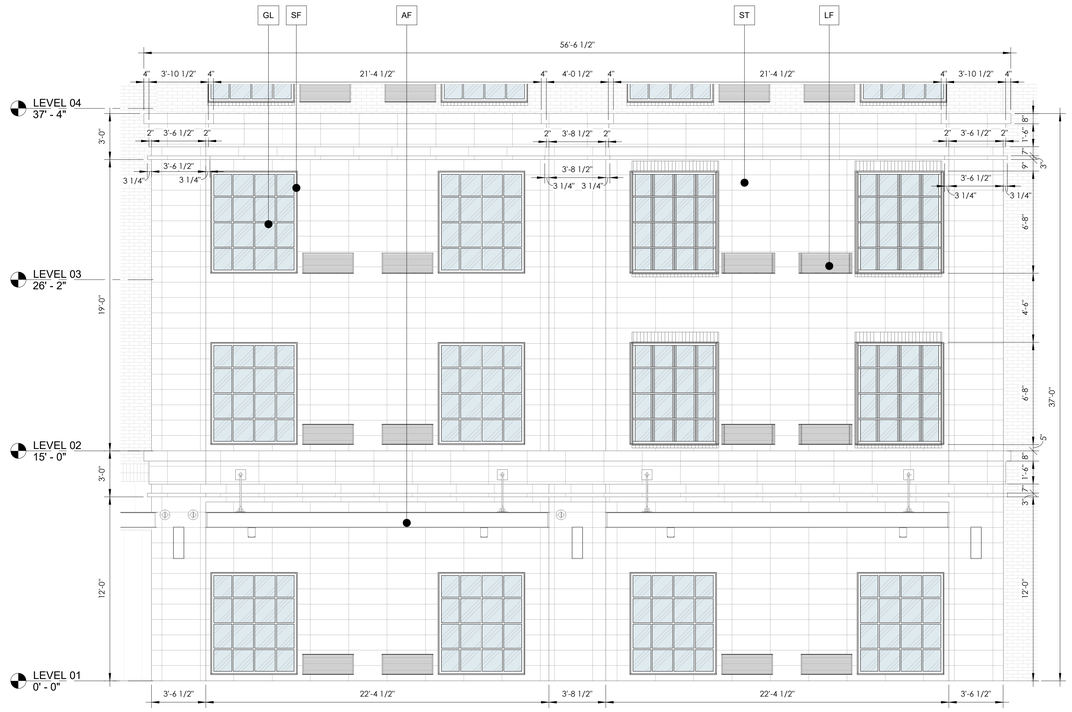
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BUILDING ELEVATIONS

SHEET NUMBER
A5.02

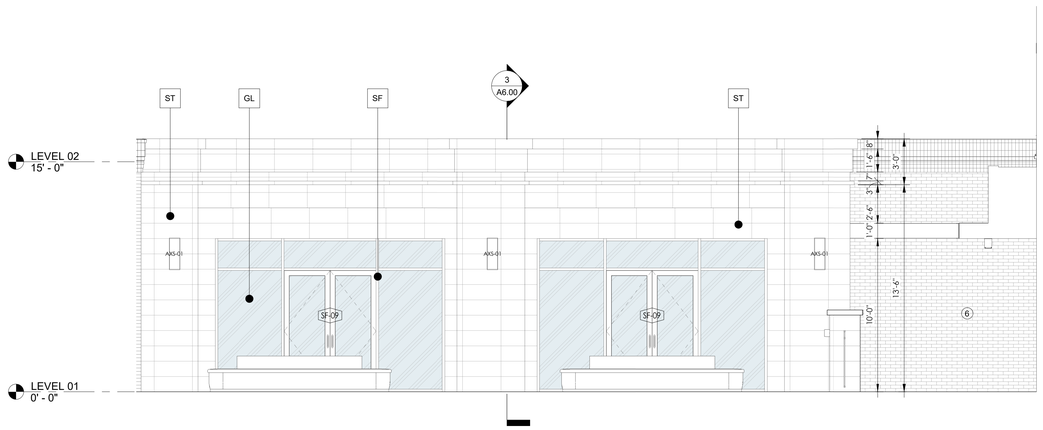
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D. HAYES HINKLE
26067
STATE OF TEXAS
6/7/2025 3:55:56 PM



1 **ENLARGED BUILDING ELEVATION 01 - FRONT**
1/4" = 1'-0"



2 **ENLARGED BUILDING ELEVATION 02 - FRONT**
1/4" = 1'-0"



3 **ENLARGED BUILDING ELEVATION 01 - EAST**
1/4" = 1'-0"

MATERIAL CALLOUTS	
BR	ACME BRICK - GUNNISON RIVER HT- HERITAGE TEXTURE
SU	STUCCO-"SW7003 TOQUE WHITE"
SU2	STUCCO-"SW7076 CYBERSPACE"
ST	STONE - ELDORADO STONE - MARQUEE 24 - DOVE TAIL
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ADDITIONAL NOTES:

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KEYNOTE LEGENDS

ELEVATIONS KEY NOTES

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4	DOWNSPOUT SCUPPERS WITH INTEGRAL OVERFLOW SPOUT
5	SITE RAILING, REFERENCE SITE ELEMENTS
6	MASONRY VERTICAL AND HORIZONTAL EXPANSION AND CONTROL JOINTS PER MANUFACTURER SPECIFICATIONS

EXHIBIT C-9

TYPE-SIX

TYPE SIX
DEVELOPMENT SERVICES, LLC
920 S. MAIN STREET #150
GRAPEVINE, TX 76051
817.291.0980

COURTYARD BY MARRIOTT
TEKMAK DEVELOPMENT COMPANY

HERITAGE PARKWAY & HWY 287
MANSFIELD, TEXAS

PROJECT # 23034

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
28 APRIL 2025

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#	Revision	Date

SHEET NAME
ENLARGED BUILDING ELEVATIONS

SHEET NUMBER
A5.03

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D. HAYES HINKLE
26067
STATE OF TEXAS
6/7/2025 3:55:56 PM



1 3D View 1



2 3D View 2

EXHIBIT C-10

TYPE-SIX

TYPE SIX
DEVELOPMENT SERVICES, LLC

920 S. MAIN STREET #150
GRAPEVINE, TX 76051
817.291.0980

COURTYARD BY MARRIOTT
TEKMAK DEVELOPMENT COMPANY

HERITAGE PARKWAY & HWY 287
MANSFIELD, TEXAS

PROJECT # 23034

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
28 APRIL 2025

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#	Revision	Date

SHEET NAME
GENERAL BUILDING VIEWS

SHEET NUMBER
A5.04

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D. HAYES HINKLE
26067
STATE OF TEXAS
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