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

1. CALL MEETING TO ORDER

2. PRESENTATION

Municipal Clerk's Office Achievement of Excellence Award

3. WORK SESSION

FY '26-'27 Budget Updates

Cost of Service Study and Proposed Rate Structure

Discussion Regarding the June 22, 2026 Consent Agenda Items

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

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

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

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

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

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

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

i. Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

D. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial

or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

i. Economic Development Project #21-33

ii. Economic Development Project #25-08

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

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. TEXAS PLEDGE

9. CITIZEN COMMENTS

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

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

10. COUNCIL COMMENTS

11. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

iii. Departmental Updates

12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

13. CONSENT AGENDA

26-2337: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter Into an Interlocal Agreement With the Town of Pantego, Texas, For the Purpose of Providing Animal Shelter Services; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Provided By Law; And Providing an Effective Date

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

26-2377: Resolution - A Resolution of the City Council of the City of Mansfield, Texas Suspending the Effective Date of SiEnergy Gas, LLC’s Requested Increase to Permit the City Time to Study the

Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the SiEnergy Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Authorizing Intervention in SiEnergy's Statement of Intent to Change Gas Utility Rates within the Incorporated Areas Served by SiEnergy and Notice of Consolidation at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel; And Providing an Effective Date

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

26-2381: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Ratifying the Submission of the Grant Application and Acceptance Upon Award of a FEMA Staffing for Adequate Fire and Response (SAFER) Grant for the Hiring of Nine (9) Full-Time Firefighters; Cost Share Requirements in the First and Second Years of the Grant, the Amount May Not Exceed 75 Percent of The Usual Annual Cost of a First-Year Firefighter and in the Third Year of the Grant, the Amount May Not Exceed 35 Percent; Authorizing the City Manager, or His Designee, to Execute Any Documents Necessary to Implement This Resolution; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Presenters: Michael Ross, Fire Chief
Attachments:
1. Resolution

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

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

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

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

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

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

14. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

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

Presenters: Clayton Comstock, Executive Director of Planning and Development
Attachments:
1. Ordinance
2. Maps and Supporting Information
3. Exhibit A - Legal Description
4. Exhibit B - Planned Development Standards
5. Exhibit C - Site Plan Exhibits
6. Previously Approved PD, ZC14-007

26-2237: Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Considering a Request by Bannister Engineering, LLC for a Zoning Change from I-1, Light Industrial

District to PD, Planned Development District for Commercial Uses, Being 6.441 Acres Located Within the J Robertson Survey, Abstract 1317 Tarrant County, Located Approximately 160 ft South of Heritage Parkways and West of S. US 287 (ZC26-004)

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

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

15. NEW BUSINESS

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

Presenters: Raymond Coffman, Director of Engineering Services
Attachments:

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

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

Presenters: Kristen Petree, Capital Projects Manager
Attachments:

1. Resolution
2. Design-Build Agreement

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

Presenters: Casey Lewis, Executive Project Manager
Attachments:

1. Resolution
2. Exhibit A

16. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 22, 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 16, 2026 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

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

City of Mansfield
Staff Report

Item ID: 26-2337

Agenda Date: June 22, 2026

Title
26-2337: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the City Manager to Enter Into an Interlocal Agreement With the Town of Pantego, Texas, For the Purpose of Providing Animal Shelter Services; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Provided By Law; And Providing an Effective Date

Description/History
The Town of Pantego has historically contracted with the City of Fort Worth for animal shelter services through an Interlocal Agreement (ILA). Due to Fort Worth's recent decision to discontinue animal shelter service agreements with outside jurisdictions, Pantego was required to identify an alternative provider for sheltering stray and impounded animals. As a small municipality, Pantego does not operate its own animal shelter and does not maintain a dedicated animal control department. Following notification that Fort Worth would no longer provide these services, Town officials approached the City of Mansfield to discuss the possibility of entering into an interlocal partnership for animal shelter services. The City of Mansfield is currently constructing a new Animal Care and Control facility, scheduled to open in Summer 2026. The expanded facility will provide additional shelter capacity and operational flexibility to accommodate regional partnerships while continuing to meet the needs of Mansfield residents.

Under the proposed Interlocal Agreement, Mansfield will provide limited animal shelter services for animals originating within the Town of Pantego. Pantego personnel will be responsible for transporting animals to the Mansfield Animal Shelter, and Mansfield will assume responsibility for housing, care, and disposition of accepted animals. To ensure capacity remains available for Mansfield residents, the agreement limits transfers from Pantego to a maximum of twenty-five (25) dogs and twenty-five (25) cats annually, and Pantego will pay a set fee per animal transferred. This partnership will provide Pantego with a reliable animal shelter solution while allowing Mansfield to utilize available capacity within its new shelter facility and recover costs associated with animal care and housing.

Strategic Initiative
Focus on the Future

Recommendation
Staff recommends the approval of the Resolution.

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

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

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 THE TOWN OF PANTEGO, TEXAS, FOR THE PURPOSE OF PROVIDING ANIMAL SHELTER SERVICES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Mansfield, Texas is authorized to provide animal control and animal shelter services within the City of Mansfield, pursuant to Chapters 822, 825, and 826 of the Texas Health & Safety Code; and,

WHEREAS, the Town of Pantego, Texas is authorized to provide animal control and animal shelter services within the Town of Pantego, pursuant to Chapters 822, 825, and 826 of the Texas Health & Safety Code; and,

WHEREAS, prior to the commencement of this Agreement, the City will have completed construction of a new Animal Shelter ("Animal Shelter") for the purposes of housing stray and impounded animals for the health and safety of the residents of the City; and,

WHEREAS, the City and Pantego have agreed to cooperate in the provision of certain animal shelter services to residents of Pantego and seek to set forth in this Interlocal Agreement their respective obligations, responsibilities and duties covered by this Agreement.

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 animal shelter services attached hereto as "Interlocal Agreement for Animal Shelter Services" 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 animal shelter services as provided in this agreement, and any other documents 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 THIS 22ND DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR ANIMAL SHELTER SERVICES

THIS AGREEMENT for Animal Shelter Services ("Agreement") is made and entered into by and between the City of Mansfield, a home-rule municipal corporation situated in Tarrant, Ellis, and Johnson Counties, Texas, (hereinafter referred to as "City"), and the Town of Pantego, Texas, a general law city located in Tarrant County, Texas (hereinafter referred to as "Pantego"), through its duly authorized officers and/or governing board.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorized the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, the City of Mansfield, Texas, is authorized to provide animal control and animal shelter services within the City of Mansfield, pursuant to Chapters 822, 825, and 826 of the Texas Health & Safety Code; and

WHEREAS, the Town of Pantego, Texas, is authorized to provide animal control and animal shelter services within the Town of Pantego, pursuant to Chapters 822, 825, and 826 of the Texas Health & Safety Code; and

WHEREAS, prior to the commencement of this Agreement, the City will have completed construction of a new Animal Shelter ("Animal Shelter") for housing stray and impounded animals for the health and safety of the residents of the City; and

WHEREAS, the City and Pantego have agreed to cooperate in the provision of certain animal shelter services to residents of Pantego, and seek to set forth in this Interlocal Agreement their respective obligations, responsibilities, and duties covered by this Agreement; and,

WHEREAS, each Party to this Agreement represents and warrants that in the performance of its obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas. Further, each Party represents and warrants that any compensation to be made to the other Party as set forth in this Agreement is in an amount that fairly compensates the performing Party for the services or functions described herein and is made from current revenues available to the paying Party.

NOW, THEREFORE, it is agreed as follows:

SECTION 1 – PURPOSE

The purpose of this Interlocal Agreement is to enter into an agreement between City and Pantego whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Pantego with limited animal shelter services in the Town of Pantego, and City agrees to provide impoundment for animals pursuant to this Agreement for the benefit of Pantego.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL SHELTER shall mean a facility located in Mansfield, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

ANIMAL SHELTER SERVICES shall mean to house, feed, and care for (or locate appropriate care and housing for) any type of animal, ensuring that their basic needs are met. Animal Shelter Services may include vaccination, microchipping, and sterilization of animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

OPERATING HOURS shall mean the hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act

and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC§ 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

SECTION 3 – TERM

The Parties have agreed to a trial period to determine whether the services provided by City are sufficient for the needs of Pantego. During such trial period, which commences on August 1, 2026 and will terminate on September 30, 2026, the Parties agree to operate under this Agreement. After such trial period, should both Parties agree in writing, this Agreement shall continue and be in effect through September 30, 2027 (the "Initial Term").

Thereafter, in accordance with 791.011(f) of the Texas Government Code, this Agreement may be renewed annually to run from October 1 until September 30. Unless terminated in accordance with this Agreement or by law, upon expiration of the Initial Term, this Agreement will renew automatically for renewal terms of one (1) year upon the same term and conditions unless amended by the parties in the manner set forth herein.

SECTION 4 – DUTIES OF CITY

A. City agrees to perform the services described herein for Pantego between the hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays.

B. City shall cooperate in the provision of Animal Shelter Services, including but not limited to provision of a safe, humane shelter for unwanted, stray, abused and/or impounded animals, providing care, nourishment, veterinarian services, and a safe environment until they are adopted or otherwise handled.

C. In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, bite animals which are delivered by Pantego to City will be handled by City.

SECTION 5 – DUTIES OF PANTEGO

A. Pantego shall assist City in furnishing any and all information in its possession about the ownership of the animal, including Rabies Vaccination Certificates maintained by any department in Pantego and any history of the animal.

B. Pantego agrees to furnish information to City in a timely and expeditious manner.

C. Pantego agrees; as needed or required by law; that any animal transported to City shall be wholly owned and controlled by Pantego and not subject to reclaim by owners or subject of any pending or ongoing investigations.

D. Pantego agrees that upon transfer to and acceptance by the City of any animal, Pantego shall relinquish its ownership right to said animal, and that City becomes the owner of said animal and thereafter has the full exclusive discretion and authority to determine the disposition of the animal.

E. Pantego agrees that it will retain all responsibility for enforcement of all aspects of the Act, including criminal enforcement.

F. As necessary, Pantego agrees to pursue the issuance and execution of warrants or other court orders required for the lawful seizure of animals requiring quarantine or testing, whose owners have failed or refused to place them for quarantine or testing. Pantego further agrees that City is not required to pursue issuance and execution of such warrants.

SECTION 6 – SERVICES BY CITY

A. City agrees to provide Animal Shelter Services to Pantego for "Pantego Animal Calls" occurring within Pantego's corporate city limits. "Pantego Animal Calls" shall mean calls made by Pantego to City requesting that City provide Animal Shelter Services for dogs, cats, or other small animals, but shall not include facilities for equine, bovine, swine, or wild animals.

B. Pantego's authorized designee shall contact City when it has a need for a Pantego Animal Call. In response to such Pantego Animal Call, upon acceptance by City, Pantego will dispatch a Pantego employee to transport the animal to the Animal Shelter during its Operating Hours so the animal can be processed.

C. City and Pantego shall properly complete all forms and other documents that may be required as a result of the performance of services intended under this Agreement.

D. Pantego will be billed for all impounded animals delivered by Pantego as prescribed under Section 9 of this Agreement.

E. Pantego shall be limited to a transfer of twenty-five (25) dogs and twenty-five (25) cats in total during the Initial Term of this Agreement or any renewal term allowed herein (the "Maximum Annual Transfer"). Upon the City's receipt of the Maximum Annual Transfer, Pantego agrees that the City will cease providing such Animal Shelter Services for the duration of that current term.

SECTION 7 – EXCLUSIONS

A. Nothing in this Agreement shall be deemed as designating City or an officer or employee of City as the "local health authority" or "local rabies control authority" of Pantego as those

terms are defined or used in Title 10 of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

B. Nothing in this Agreement shall be deemed as requiring City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the Town of Pantego under the authority of Chapter 822 Subchapter D of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

C. Nothing in this Agreement shall be deemed as requiring City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.

D. City shall not impound stray animals if Pantego fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.

SECTION 8 – RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Pantego shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Pantego becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, City shall not waive its right to subrogate against Pantego for losses incurred in the course of City's services rendered to Pantego under this Agreement.

SECTION 9 – COMPENSATION

A. As fair compensation for the services rendered Pantego agrees to pay City for its services a rate of two hundred and fifty dollars ($250.00) per animal.

B. Pantego shall pay a monthly invoice issued by City for services provided by City during the previous month. The monthly invoice for City services performed in this Agreement shall be paid within thirty (30) days of receipt and mailed or deposited to the:

City of Mansfield
Animal Care and Control
612 S. Wisteria St.
Mansfield, Texas 76063

C. City will reevaluate all fees prior to the annual October 1st renewal date of this Agreement. City will inform Pantego of any proposed fee changes sixty (60) days prior to the renewal of the Agreement. If the fees are amended, the new fees will be included as a modification,

according to the terms listed below in Modifications. The amended fee changes will take effect upon the latter of October 1st or sixty (60) days' notice.

D. Pursuant to the requirements of 791.011(d)(3) of the Texas Government Code, the amount due to City shall be paid from revenues available to Pantego in that current fiscal year.

E. In the event of termination of this Agreement, City shall invoice Pantego for any outstanding balance, regardless of the amount, and Pantego agrees to promptly pay such invoice, within thirty (30) days of receipt.

F. In the event Pantego fails to pay all costs set forth above or perform its obligations set forth herein, City shall give Pantego a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If Pantego fails to cure such default during the stated period, the Agreement shall terminate and Pantego shall assume responsibility for its own operation.

SECTION 10 – NOTICE OF NONAPPROPRIATION

If, for any fiscal year, Pantego's governing board fails to appropriate funds in amounts sufficient to pay City for performance of its obligations under this Agreement, Pantego shall promptly give notice of the nonappropriation of funds. Pantego shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. Pantego shall endeavor to provide City thirty (30) days' notice of its intent not to appropriate necessary funds for its performance of obligations under this Agreement.

SECTION 11 – LIABILITIES

A. To the extent permitted by law, Pantego shall be responsible for all work-related deaths, injuries or diseases of Pantego employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.

B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.

C. Pantego shall be responsible for all property damages, personal injuries and death caused by the use of City and Pantego equipment and vehicles caused by Pantego employees or volunteers pursuant to this Agreement. Furthermore, Pantego shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Pantego employees or volunteers during the provision of services hereunder.

D. City shall be responsible for all property damages, personal injuries and death caused by the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. Furthermore, City shall be responsible for the repair or replacement of

all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

SECTION 12 – IMMUNITY & THIRD PARTIES

A. Pantego expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between City and Pantego alleging a breach of this Agreement. Pantego does this as consideration for City's offer to enter into this Agreement with Pantego. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.

B. Nothing in this Agreement shall be construed to expand the liability of City or Pantego beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

SECTION 13 – TERMINATION

A. **For Nonappropriation of Funds:** As mentioned above, if Pantego fails to appropriate funds necessary for the performance of the obligations under this Agreement, City may terminate this Agreement.

B. **By Either Party:** This Agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice of the other party. All costs and liabilities incurred by City on behalf of Pantego prior to termination shall be the responsibility of Pantego.

SECTION 14 – ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

SECTION 15 – MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Pantego.

SECTION 16 – SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

SECTION 17 – AUTHORITY

This Agreement is made for City and Pantego as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

SECTION 18 – AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SECTION 19 – FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

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SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR ANIMAL SHELTER SERVICES
CITY OF MANSFIELD AND TOWN OF PANTEGO

EXECUTED this _____ day of _____, 2026, in Tarrant County, Texas.

CITY OF MANSFIELD

_____
BY: _____
ITS: _____

APPROVED AS TO FORM AND LEGALITY

_____
Victor Flores, City Attorney

ATTEST:

_____
Susana Marin, City Secretary

TOWN OF PANTEGO

_____
BY: _____
ITS: _____

APPROVED AS TO FORM AND LEGALITY

_____
Carvan Adkins, City Attorney

ATTEST:

_____
Leslie Galloway, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2377

Agenda Date: June 22, 2026

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

Description/History
SiEnergy (the "Company") filed a rate application to change rates within the incorporated areas of Texas served by SiEnergy. The Company is also seeking approval to consolidate all of its service areas into a single statewide jurisdiction. The Company's proposed rates for all of its customers are based on a systemwide cost of providing service to customers throughout the entirety of Texas. SiEnergy is seeking approval of new depreciation rates, a prudence finding regarding its capital investment, and new tariffs and/or changes to current tariffs that reflect consolidation. SiEnergy also filed its application at the Railroad Commission (GUD Case No. 31317). The law firm Lloyd Gosselink represents a coalition of cities in Texas, including the City of Mansfield.

The proposed resolution confirms that Lloyd Gosselink has authority to intervene on behalf of the City of Mansfield in the Railroad Commission proceeding and suspends the effective date of the rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities served by SiEnergy, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

As a ratemaking proceeding, cities are entitled to reimbursement of their legal and consulting expenses. Thus, there will be no direct charge to the City of Mansfield as a participant in the rate case.

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

Recommendation
Approve the Resolution.

Funding Source

N/A

Prepared By
Victor Flores, City Attorney -

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS SUSPENDING THE EFFECTIVE DATE OF SIENERGY GAS, LLC'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE SIENERGY SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN SIENERGY'S STATEMENT OF INTENT TO CHANGE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS SERVED BY SIENERGY AND NOTICE OF CONSOLIDATION AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about May 4, 2026, SiEnergy Gas, LLC ("SiEnergy" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Mansfield ("City") a Statement of Intent to change gas rates within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding LLC, effective June 8, 2026; and,

WHEREAS, before June 8, 2026, SiEnergy agreed to extend the effective date deadline to June 23, 2026; and,

WHEREAS, the City is a gas customer of SiEnergy and a regulatory authority with exclusive original jurisdiction over the rates and charges of SiEnergy within the City; and,

WHEREAS, it is reasonable for the City of Mansfield, Texas, to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and,

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and,

WHEREAS, SiEnergy has filed an application with the Railroad Commission, that could become the docket into which appeals of city action on the TGS filing are consolidated; and,

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1.

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

SECTION 2.

The effective date of the rate request submitted by SiEnergy on or about May 4, 2026, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3.

The City is authorized to cooperate with other cities in the SiEnergy service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 4.

Subject to the right to terminate employment at any time, the City of Mansfield, Texas, hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the SiEnergy application to increase rates and appeals thereof.

SECTION 5.

The intervention at the Railroad Commission in the docket under which the application is filed under is authorized.

SECTION 6.

The City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 7.

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 8.

A copy of this Resolution shall be sent to SiEnergy representatives June M. Dively and Daniel Croll, SiEnergy Gas, LLC, 13215 Bee Cave Pkwy., Suite B-250, Bee Cave, Texas 78738 (junedively@sienery.com and dancroll@sienergy.com), and to Jamie Mauldin at Lloyd Gosselink

Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

SECTION 9.

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

PASSED AND APPROVED THIS 22ND DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2381

Agenda Date: June 22, 2026

Title
26-2381: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Ratifying the Submission of the Grant Application and Acceptance Upon Award of a FEMA Staffing for Adequate Fire and Response (SAFER) Grant for the Hiring of Nine (9) Full-Time Firefighters; Cost Share Requirements in the First and Second Years of the Grant, the Amount May Not Exceed 75 Percent of The Usual Annual Cost of a First-Year Firefighter and in the Third Year of the Grant, the Amount May Not Exceed 35 Percent; Authorizing the City Manager, or His Designee, to Execute Any Documents Necessary to Implement This Resolution; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date

Description/History
The Mansfield Fire Department is seeking authorization to ratify the submission of a grand application for the FY 2025 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant. This grant initiative supports the hiring of nine (9) additional full-time firefighters to enhance the department's operational capabilities and emergency response speed.

Strategic Initiative
Develop Strong Economy
Provide a Safe Community
Focus on the Future

Recommendation
The Fire Department recommends that the City Council approve the resolution ratifying the submission of the grant application for the FY 2025 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant and authorizing the City Manager to execute all necessary documents for its acceptance and implementation.

Funding Source
Grant Funding: The FEMA SAFER Grant, if awarded, will provide federal funding for a 36-month performance period. Federal Share: Funding is capped at 75% of the "usual annual cost" for a first-year firefighter in Years 1 and 2, and 35% in Year 3. Definition of Cost: The "usual annual cost" includes the base salary and standard benefits package for a first-year firefighter at the time of application. City Share: The City of Mansfield is responsible for the remaining balance during the 36-month grant period and has committed to providing 100% of the funding necessary for the continued employment of these nine (9) firefighters after the grant period expires.

Prepared By
Sandy Aleman, Executive Assistant - (817) 276-4774

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, RATIFYING THE SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE UPON AWARD OF A FEMA STAFFING FOR ADEQUATE FIRE AND RESPONSE (SAFER) GRANT FOR THE HIRING OF NINE (9) FULL-TIME FIREFIGHTERS; COST SHARE REQUIREMENTS IN THE FIRST AND SECOND YEARS OF THE GRANT, THE AMOUNT MAY NOT EXCEED 75 PERCENT OF THE USUSAL ANNUAL COST OF A FIRST-YEAR FIREFIGHTER AND IN THE THIRD YEAR OF THE GRANT, THE AMOUNT MAY NOT EXCEED 35 PERCENT; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

WHEREAS, the City Council of the City of Mansfield finds it in the best interest of the citizens of Mansfield to ratify the application for, if awarded, acceptance of the FY 2025 FEMA SAFER Grant to hire nine (9) additional full-time firefighters for the Mansfield Fire Department; and,

WHEREAS, the City Council of the City of Mansfield acknowledges that the grant will provide federal funding not to exceed 75% of the usual annual cost of a first-year firefighter in Year 1 & Year 2 and not to exceed 35% of the usual annual cost in Year 3; and,

WHEREAS, the City Council of the City of Mansfield agrees to provide the funding necessary, after the 36-month period of performance of the Grant, if awarded, for continuation of employment of the full-time firefighters approved as a part of the Grant.

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

SECTION 1.

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

SECTION 2.

The City Council of the City of Mansfield approves the ratification of the Mansfield Fire Department's application for the FY 2025 FEMA SAFER Grant for the hiring of nine (9) additional full-time firefighters. And, if awarded, the City will accept the Grant and agree to provide ongoing funding necessary for the employment of the full-time firefighters after the 36-month period of performance of the Grant.

SECTION 3.

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

SECTION 4.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 22ND DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

City of Mansfield
Staff Report

Item ID: 26-2407

Agenda Date: June 22, 2026

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

Description/History
The Lake Ridge Eagle Band Boosters are requesting approval to hold a carnival fundraiser at Vernon Newsom Stadium. The event is proposed as a public fundraising event with carnival rides, games, and food/drink vendors. The submitted application identifies Talley Amusements as the carnival operator. The event is intended to support the Lake Ridge High School Band program.

The application identifies the overall event period as July 13-20, 2026, with setup and inspection activities occurring before public operation. Public event operations are proposed for Thursday, July 16, through Sunday, July 19, generally from 6:00 p.m. to 10:00 p.m. or 11:00 p.m., depending on the day. Estimated daily attendance is listed in the hundreds. No City street closures are requested.

Applicant / Event Organizer
Lake Ridge Eagle Band Boosters
Event Contact: Laura Miller

Location
Vernon Newsom Stadium
3700 E Broad Street
West Parking Lot

Zoning
C-2, Community Business District; FR, Freeway Overlay District

Zoning and Temporary Use Review
The property is zoned C-2, which is one of the zoning districts where temporary carnival or amusement rides may be considered under the City's temporary use regulations. The Zoning Ordinance also identifies special events, including outdoor fundraising events or promotions, as temporary uses that require City Council approval. In addition, carnival or amusement rides in the C-2 district require City Council approval before the use may occur.

The property is also located within the FR, Freeway Overlay District. The overlay includes additional restrictions for amusement-related and outdoor amusement uses. Given the combination of the temporary use provisions, the carnival/amusement component, the outdoor fundraising nature of the event, and the FR Overlay location, Staff has determined that City Council approval is the appropriate approval mechanism.

This request is not being processed as a permanent Specific Use Permit. Approval of this item would authorize the temporary event only, subject to the dates, layout, and conditions approved

by the City Council and reviewed by City staff.

Staff Review
The submitted materials include an event application, public safety plan, fire operational permit application, site layout, parking/circulation information, and insurance documentation. The proposed event would be located within the stadium parking area, which is designed to support large event activity and on-site parking. The public safety plan identifies event communication methods, crowd control measures, emergency access points, fire lanes, fire extinguishers, public entry/exit points, parking areas, and weather/evacuation procedures.

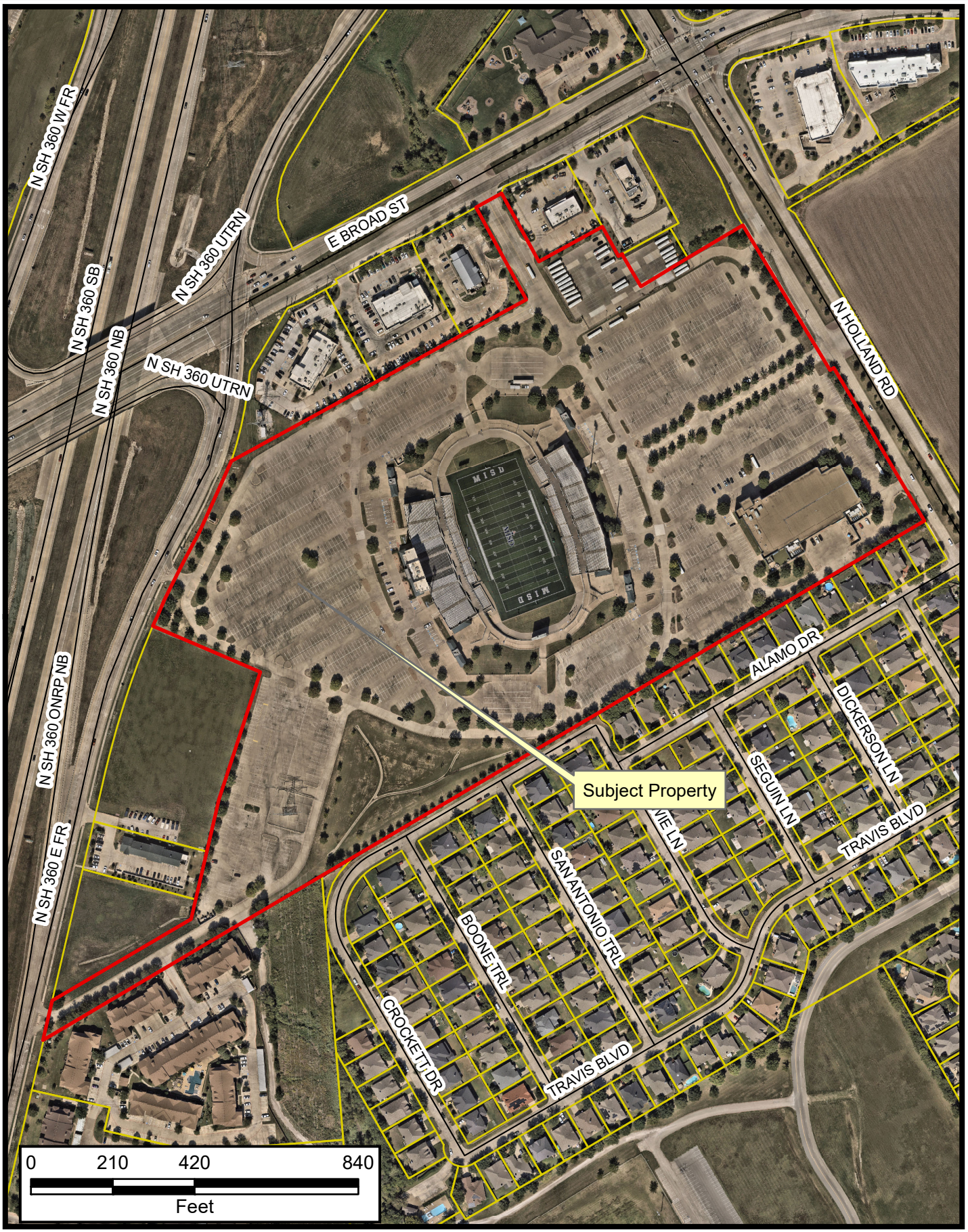
Final event operation remains subject to review and approval by the Fire Department, Police Department, Building Official, Regulatory Compliance, and other applicable City staff. Separate permits or approvals may be required for fire operational permits, temporary food vendors, tents or temporary structures, generators/electrical equipment, amusement rides, and inspections prior to opening to the public.

Strategic Initiative
Provide a Safe Community
Building Strong Neighborhoods

Recommendation
Staff recommends approval of the Temporary Use Permit for the Lake Ridge Band Booster Carnival Fundraiser Special Event at Vernon Newsom Stadium, subject to the standard Special Events Permit review by City Staff.

Funding Source
N/A

Prepared By
Clarissa Carrasco, Planning Technician - (817) 276-4229



MANSFIELD TEXAS

3700 E Broad St

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.

6/15/2026

Lake Ridge Eagle Band Booster Carnival History

In the spring of 2017, the Lake Ridge Eagle Band Boosters (hereinafter referred to as LREBB) needed to replace the long-standing but discontinued TNT Fireworks fundraiser. We needed to replace this fundraiser dollar for dollar. As an organization, we were wanting a new and exciting fundraiser, so we voted to hold a carnival. The first LREBB carnival was held in June of 2017. We held consecutive, successful carnivals in 2027, 2018 and 2019. Covid hit in 2020 and stopped the event. However, our goal is to get this annual event started again.

As with the previous LREBB carnivals, we have contacted Talley Amusements, a reputable, family-owned carnival in the DFW area, to be the carnival at this event. Talley Amusements has been in the carnival business for over four generations. They are and have been the carnival at the Ft. Worth Stock Show & Rodeo every year as well as one of the carnival ride owners at the Texas State Fair in Dallas each year. They also own the Texas Star Ferris wheel at the Texas State Fairgrounds. They will bring in their rides and games, along with several food booths for this event. Their employees will run the rides and games as well as prepare and serve the food. The LREBB will aid if any other ways are needed, not limited to monitoring keeping the parking lot clean.

Anytime is a good time for a carnival but we feel that 2026 is a GREAT time to have the carnival. With FIFA being held in the DFW area, the new Texas Health Mansfield Stadium being a team base camp training site and the many fans staying in and around Mansfield, the carnival would provide a fun and unique entertainment option. By holding the carnival at this time, we would be encouraging FIFA fans to travel to and stay in Mansfield to enjoy it.

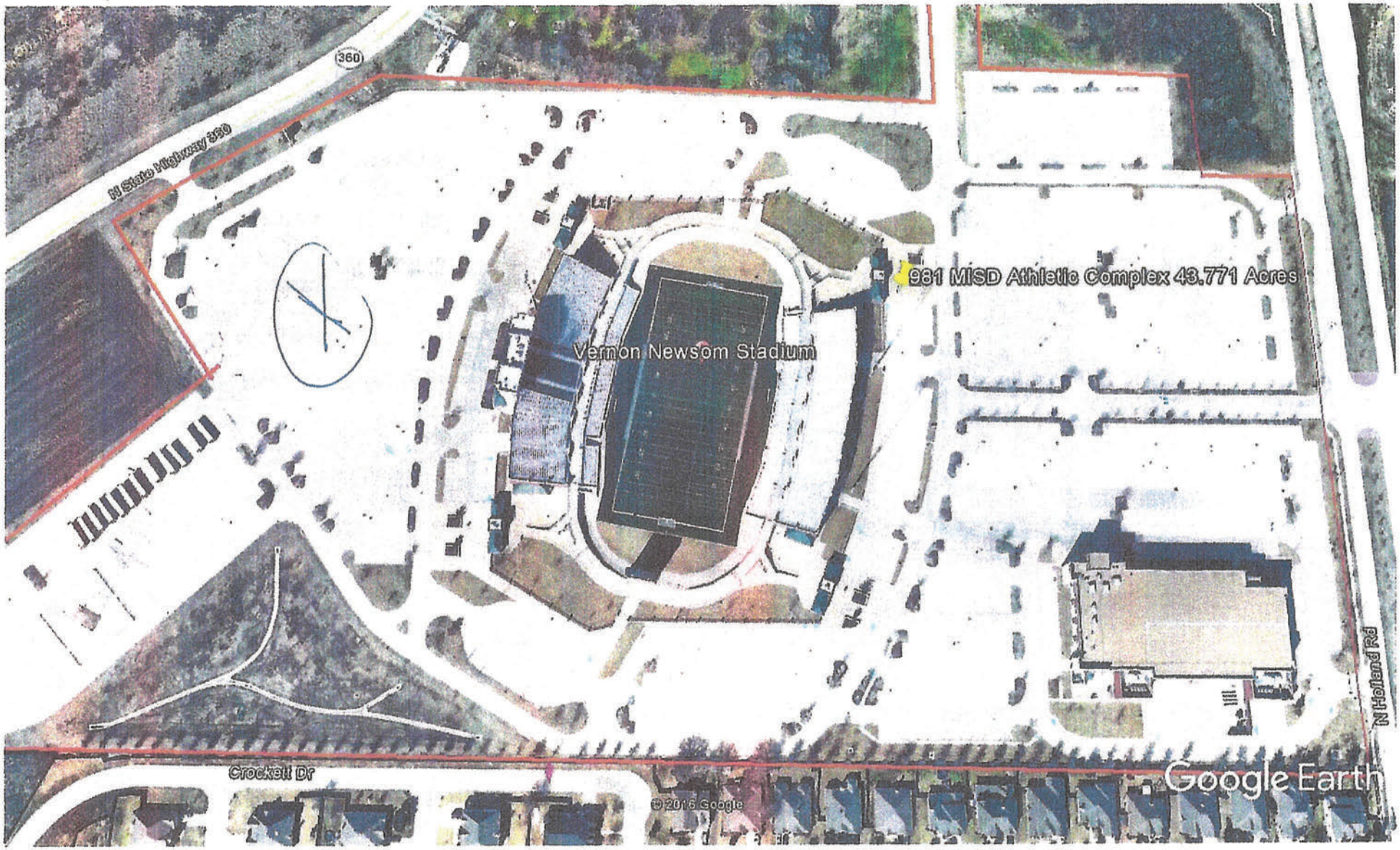
Utilizing Newsom Stadium parking lot on Hwy 360 gives the carnival high visibility to potential attendees. We are proud of Newsom Stadium and want to show it the respect it deserves. And our goal is to leave the parking lot cleaner than when the carnival moved in. To that end, during the carnival, we will walk the parking lot every morning to ensure that it and the surrounding grounds are clean.

As a non-profit, LREBB is always looking for new and creative ways to raise funds for the LRHS Band program. We are asking for approval to hold this fundraiser. We are hoping to attract many people to this event to make it a successful event for our band.

Thank you.

Sincerely,

Laura Miller
LREBB Carnival Event Coordinator
[redacted]



Google Earth

feet 1000
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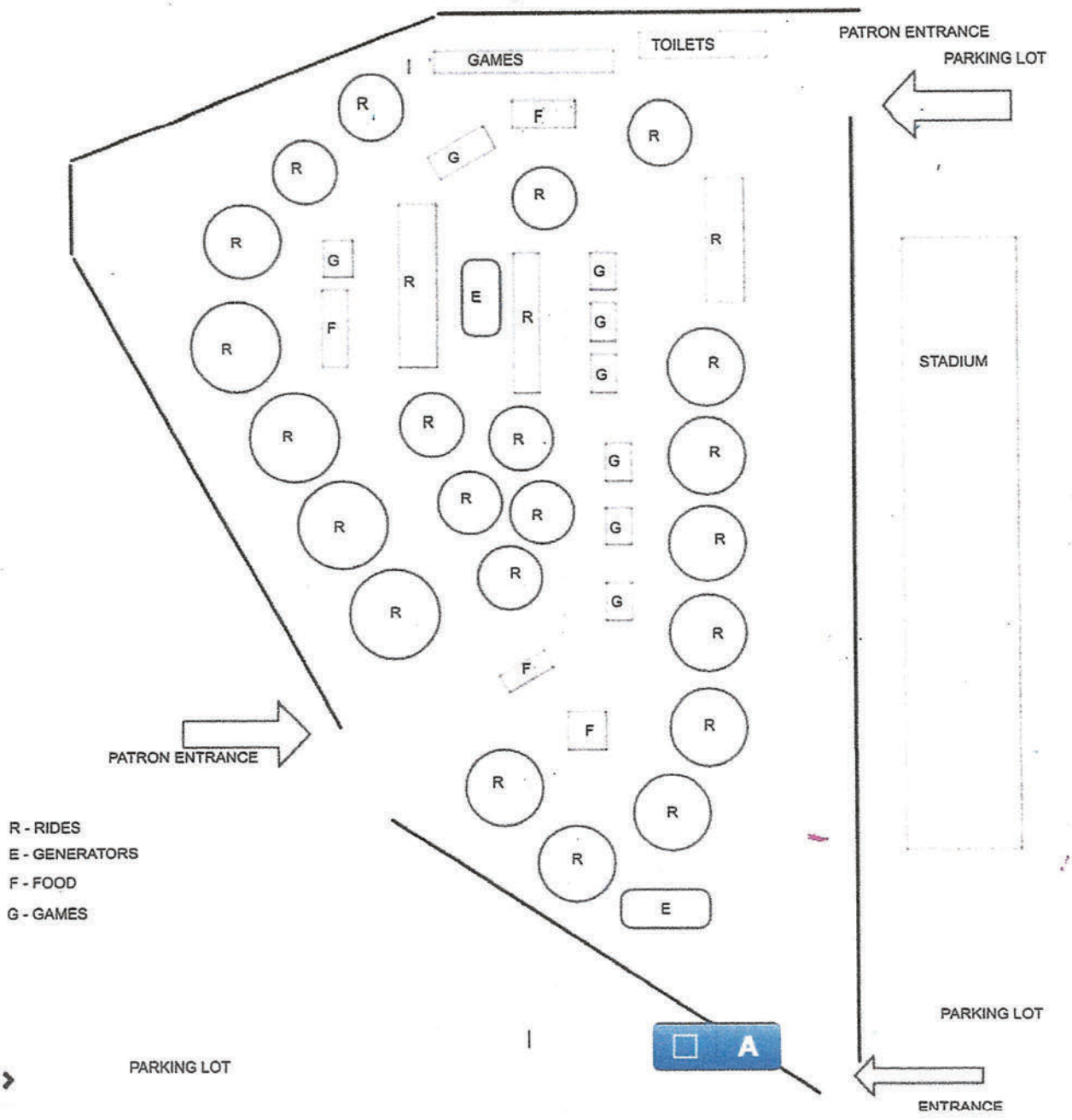
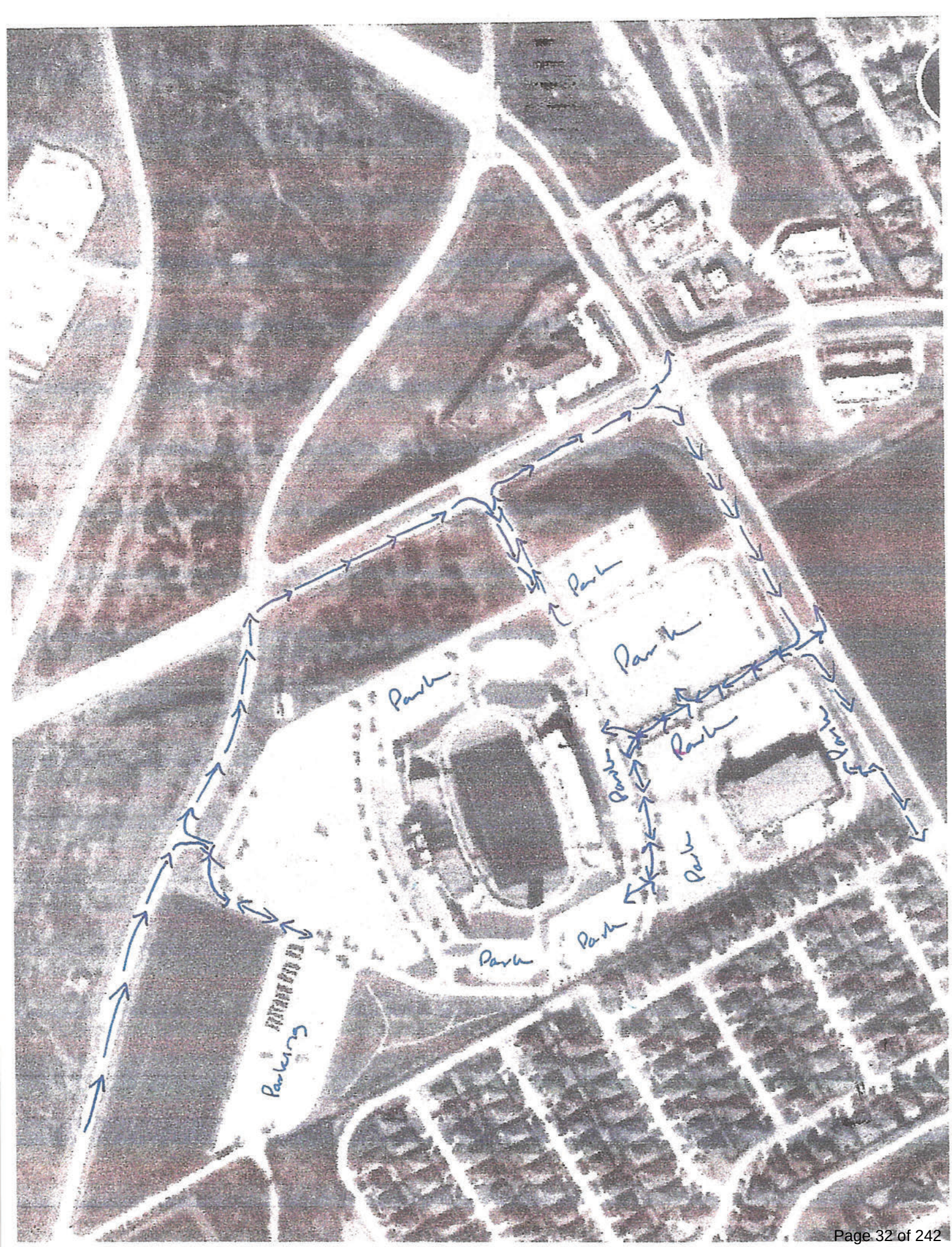
*MANSFIELD SITE

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City of Mansfield
Staff Report

Item ID: 26-2375

Agenda Date: June 22, 2026

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

Description/History
The minutes of the June 8, 2026 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Strategic Initiative
N/A

Recommendation
Approval of the minutes by the Council.

Funding Source
N/A

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

City Council - Regular Meeting Minutes
June 8, 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, Tamera Bounds, Brent Newsom, Juan Fresquez, Todd Simmons, Jim Vaszauskas

2. WORK SESSION

FY '26-'27 Budget Updates

Troy Lestina, Deputy City Manager/Chief Financial Officer, reviewed important dates in the budget calendar and touched on FY27 personnel and capital equipment requests in the general fund and other funds. He spoke on notable items currently included in the FY27 draft budget, property and sales tax information and comparisons, and general fund reserve comparisons. Troy noted the topics of future budget work sessions and answered Council questions.

Discussion Regarding the June 8, 2026 Consent Agenda Items

Troy Lestina presented agenda item 26-2305. Howard Redfearn, Assistant Director of Public Works - Environmental Services, presented and answered Council questions on agenda items 26-2306 and 26-2307. Joe Smolinski, City Manager, also spoke on agenda item 26-2306. Matt Young, Executive Director of Community Services, presented and answered Council questions on agenda item 26-2331.

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.

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 3:35 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 3:40 p.m. Mayor Evans recessed the executive session at 6:09 p.m.

Mayor Pro Tem Tonore left the meeting at 6:09 p.m.

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

Absent: Todd Tonore

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

Mayor Evans reconvened the meeting into regular business session at 6:15 p.m.

5. INVOCATION

Reverend Dr. Bill Dasch gave the Invocation.

6. PLEDGE OF ALLEGIANCE

Council Member Bounds led the Pledge of Allegiance.

7. TEXAS PLEDGE

Council Member Vaszauskas led the 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.

Larry Broseh, 1624 Piccadilly Court - Mr. Broseh spoke regarding his appreciation for the recognition he received at the 5/26/26 City Council Meeting.

Kristen Flemingwood, 2220 Walnut Manor Drive - Ms. Flemingwood spoke regarding City Council meetings, social media activity, and meeting decorum.

9. COUNCIL COMMENTS

Council Member Fresquez spoke on the Czechia National Soccer Team open practice held on Saturday, June 6th, at the Texas Health Mansfield Stadium.

Council Member Bounds echoed Council Member Fresquez's comments and thanked the Mansfield Police Department for their work at the open practice event.

Council Member Simmons echoed the previous comments and recognized Reverend Dr. Bill Dasch.

Council Member Newsom spoke on the passing of Mansfield resident Imogene Gideon.

Mayor Evans also spoke on Ms. Gideon, touched on the 100th birthday of Opal Lee, and gave kudos to the Mansfield Police Department for the great work they continue to do.

10. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

Victor Flores, City Attorney, spoke regarding Texas Open Meetings Act compliance,

specifically in regard to executive sessions.

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

Troy Lestina answered Council questions.

11. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH 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

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

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

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

Resolution Number: RE-4556-26

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

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, 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)

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

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

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

Resolution Number: RE-4557-26

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

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, 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)

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

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

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

Resolution Number: RE-4558-26

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

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 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)

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

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

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

Resolution Number: RE-4559-26

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

A motion was made by Council Member Bounds to approve the minutes of the May 26, 2026 Regular City Council Meeting as presented. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

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

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

Clayton Comstock, Executive Director of Planning and Development, presented the item and answered Council questions. John Webber, applicant representative, presented and answered Council questions.

Mayor Evans opened the public hearing at 7:38 p.m.

Monic Price, 2604 Parkhurst Lane, Venus, Texas, 76084 - Ms. Price spoke on her concerns regarding this zoning change.

Mayor Evans continued the public hearing at 7:42 p.m.

A motion was made by Council Member Newsom to approve the first reading of the following ordinance with items discussed with Clayton regarding bringing those items back for secondary review. Specifically, the signage with staff having options for reducing the sign size, especially the major sign along the access road, the drive-thru would require a separate SUP, and increased landscaping as discussed by Council in the areas mentioned by himself and Council Members Bounds and Fresquez:

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

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

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

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

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

Mayor Evans opened the public hearing at 8:04 p.m. With no one wishing to speak, Mayor Evans continued the public hearing at 8:05 p.m.

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

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

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

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

14. ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 8:06 p.m. Seconded by Council Member Simmons. The motion PASSED by the following vote:

Aye: 6	Michael Evans, 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: 26-2406

Agenda Date: June 22, 2026

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

Description/History
The minutes of the June 11, 2026 Joint City Council, Mansfield Park Facilities Development Corporation, and Mansfield Public Library Advisory Board Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Strategic Initiative
N/A

Recommendation
Approval of the minutes by the Council.

Funding Source
N/A

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

City Council - Special Meeting Minutes
June 11, 2026 - 6:00 PM
Draft
Council Chambers
1200 E. Broad St., Mansfield, TX 76063

JOINT MEETING WITH THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION AND MANSFIELD PUBLIC LIBRARY ADVISORY BOARD

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 6:00 p.m.

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

2. INVOCATION

Council Member Simmons gave the Invocation.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. TEXAS PLEDGE

The Texas Pledge was recited.

5. 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. meeting.

Eric Rozak, 21 Devon Court - Mr. Rozak spoke regarding his concerns about the proposed community center.

6. WORK SESSION

Community Center Feasibility Study Update

Matt Young, Executive Director of Community Services, spoke in detail on the updated feasibility study. He covered the timeline, public feedback, highest priorities, master plan standards, benchmark data, and overall themes. Matt expounded on the concept overview, site plan, recreation spaces, aquatic spaces, senior spaces, library spaces, and community spaces.

He showed renderings of all spaces and noted key changes from the 2021 concept. Next, Matt addressed the financial projections including operational proforma, overall costs, the cost savings for building one community space compared to four individual facilities, and cost examples regarding similar facilities built by neighboring cities. He spoke on potential operating hours, projected operating expenses, projected membership fees, projected admission revenue, and projected total revenue. Finally, Matt presented next steps including the tentative project schedule and financial modeling.

Throughout the presentation, City Council Members, Mansfield Park Facilities Development Corporation Board Members, and Mansfield Public Library Advisory Board Members shared their thoughts and asked questions, which Matt addressed and answered. Joe Smolinski, City Manager, also spoke and answered questions.

7. ADJOURN

A motion was made by Council Member Newsom to adjourn the meeting at 7:40 p.m. Seconded by Council Member Bounds. The motion PASSED by the following vote:

Aye: 6	Michael Evans, 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 22, 2026

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

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 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 an approximately 99,000 square foot Kroger grocery store accompanied by an attached approximately 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 restaurant, a bank with drive-through facilities, and an approximately 18,140-square-foot retail shell building.

The overall development is intended to operate as a cohesive commercial center with unified architectural and site design elements throughout the property. Staff collaborated with the applicant to establish coordinated development standards related to landscaping, lighting, building materials, color palettes, signage, and overall site design. These standards are intended to ensure high-quality and visually integrated development that promotes a consistent appearance across the entire 18-acre site while supporting pedestrian access and an aesthetically cohesive commercial environment.

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.

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 combination of these materials and architectural features create visual interest while contributing to the overall durability and aesthetic quality of the development.

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. These standards are intended to establish a durable and cohesive architectural character throughout the development.

All pad site buildings within the development are required to utilize building materials and color palettes that are consistent with or complementary to those incorporated into the primary anchor building. Additionally, the architectural design and stylistic elements of the pad site structures are intended to reinforce the overall character of the anchor development, creating a unified and visually cohesive appearance across the Planned Development.

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

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.

The coordinated landscaping and strategically placed site lighting are intended to create an attractive and welcoming environment for visitors and customers entering the Planned Development. Consistent landscape treatment along primary access drives and public frontages will reinforce a strong sense of place while contributing to the overall character of cohesive and well-integrated commercial development.

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 an approximately 99,000-square-foot Kroger grocery store with an attached approximately 8,600-square-foot retail shell building, a Kroger fuel station, an approximately 18,140-square-foot retail shell building, a bank with drive-through facilities, and a retail or drive-through restaurant building. The site has been designed to provide high visibility and convenient access from the surrounding thoroughfare network while creating a cohesive commercial environment through coordinated architectural standards, landscaping, lighting, and signage.

The Planned Development establishes development standards intended to ensure a unified architectural character throughout the site, including enhanced building materials, coordinated landscaping, pedestrian-oriented design features, and integrated signage standards. The proposal also includes several sign ordinance deviations intended to improve visibility and wayfinding along U.S. Highway 287 and Barrington Way while maintaining an organized and cohesive visual appearance throughout the development.

In addition, the proposed Planned Development continues to uphold the overall intent and vision of the previously approved Planned Development by maintaining the site's regional commercial character and implementing coordinated design standards that promote high-quality development. While the layout and tenant mix have evolved, the proposal remains consistent with the original objective of creating an integrated commercial destination that serves the surrounding area and enhances the corridor along U.S. Highway 287.

Overall, the proposed development is intended to provide a high-quality regional commercial destination that expands shopping, dining, and service opportunities within the area while supporting the long-term vision and development objectives of the Mansfield 2040 Plan.

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

Recommendation

On June 8, 2026, the City Council conducted the first public hearing for ZC26-003 and voted 6-0 to continue the public hearing to June 22nd.

During deliberations concerning the proposed zoning change, the City Council provided the

following direction to the developer:

1. **Monument Signage:** Evaluate opportunities to reduce the size and scale of the proposed monument signs and incorporate architectural enhancements that better reflect the character of the proposed development and surrounding area.
   The developer has submitted a revised signage package that includes additional masonry detailing on sign cabinets and bases. Overall sign areas have been reduced, including M2 and M2.2 (reduced by 37 square feet each), M4 (reduced by 93 square feet), and M5 (reduced by 176.75 square feet). Sign M3, located at the intersection of US 287 and Barrington Way, has been redesigned to incorporate a semicircular project identifier element intended to reflect the design of neighborhood entry signage along adjacent frontages.
2. **Fuel Canopy:** Provide enhanced architectural treatments for the fuel canopy, including masonry columns, enhanced roof treatments, and other architectural embellishments.
   The developer has revised the fuel canopy design to incorporate a mansard-style parapet and updated material colors intended to better align with the architectural palette of the overall development.
3. **Landscape Enhancements:** Evaluate opportunities for additional landscape or gateway enhancements throughout the development.
   No substantive landscape modifications have been proposed. However, the applicant has revised the project gateway sign to incorporate a design intended to be consistent with signage located across the street.
4. **Building Materials:** Provide additional details regarding the proposed CMU materials and evaluate opportunities to enhance the building elevations through additional architectural detailing.
   The developer has incorporated additional masonry accents and tower elements into the proposed retail building elevations.
5. **Drive-Through Restaurant:** Require any proposed drive-through restaurant to obtain approval through the Specific Use Permit (SUP) process.
   The Planned Development standards have been amended to require approval of a Specific Use Permit (SUP) for any future drive-through restaurant.

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.

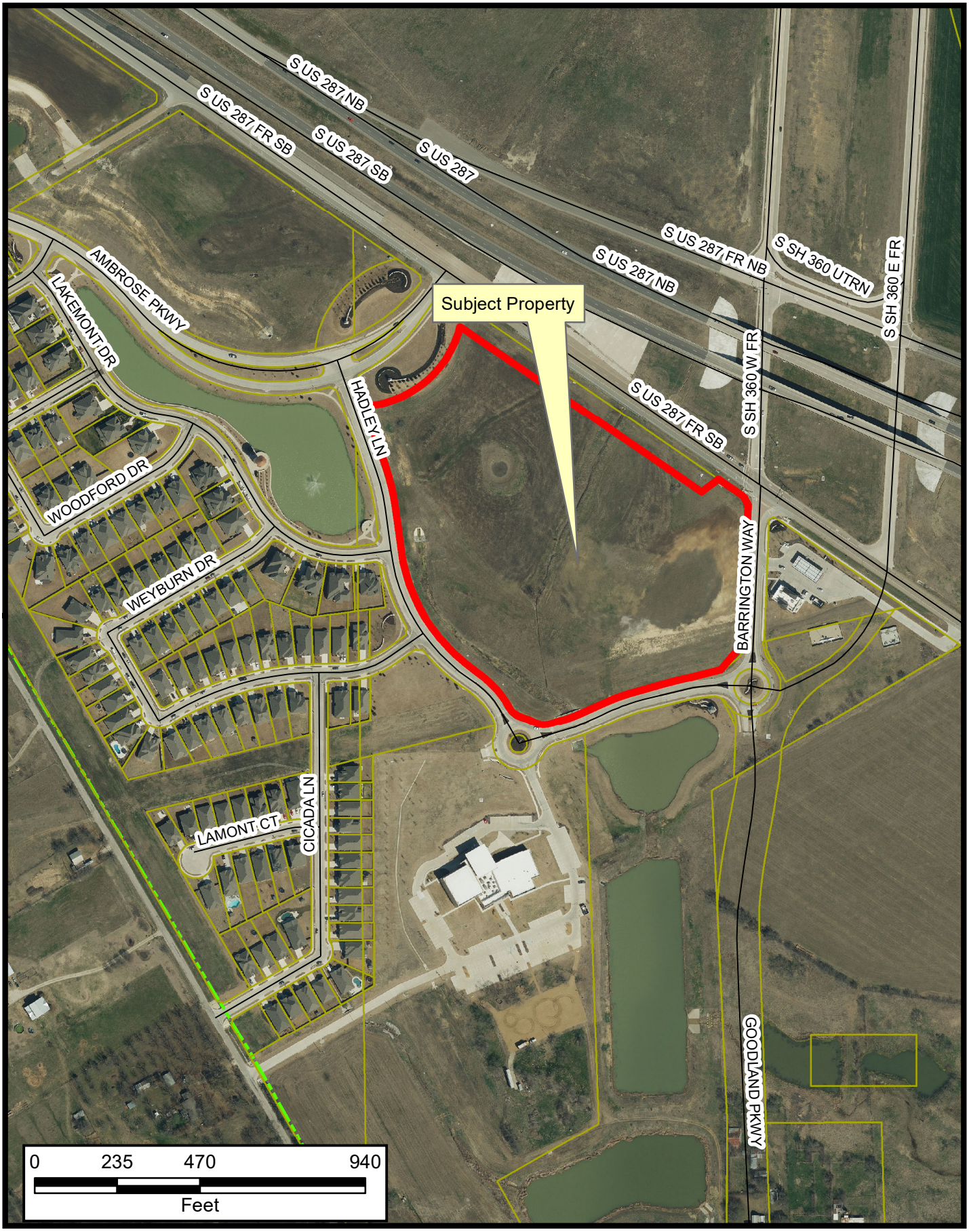
_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

APPROVED AS TO FORM:

_____
Victor Flores, City Attorney

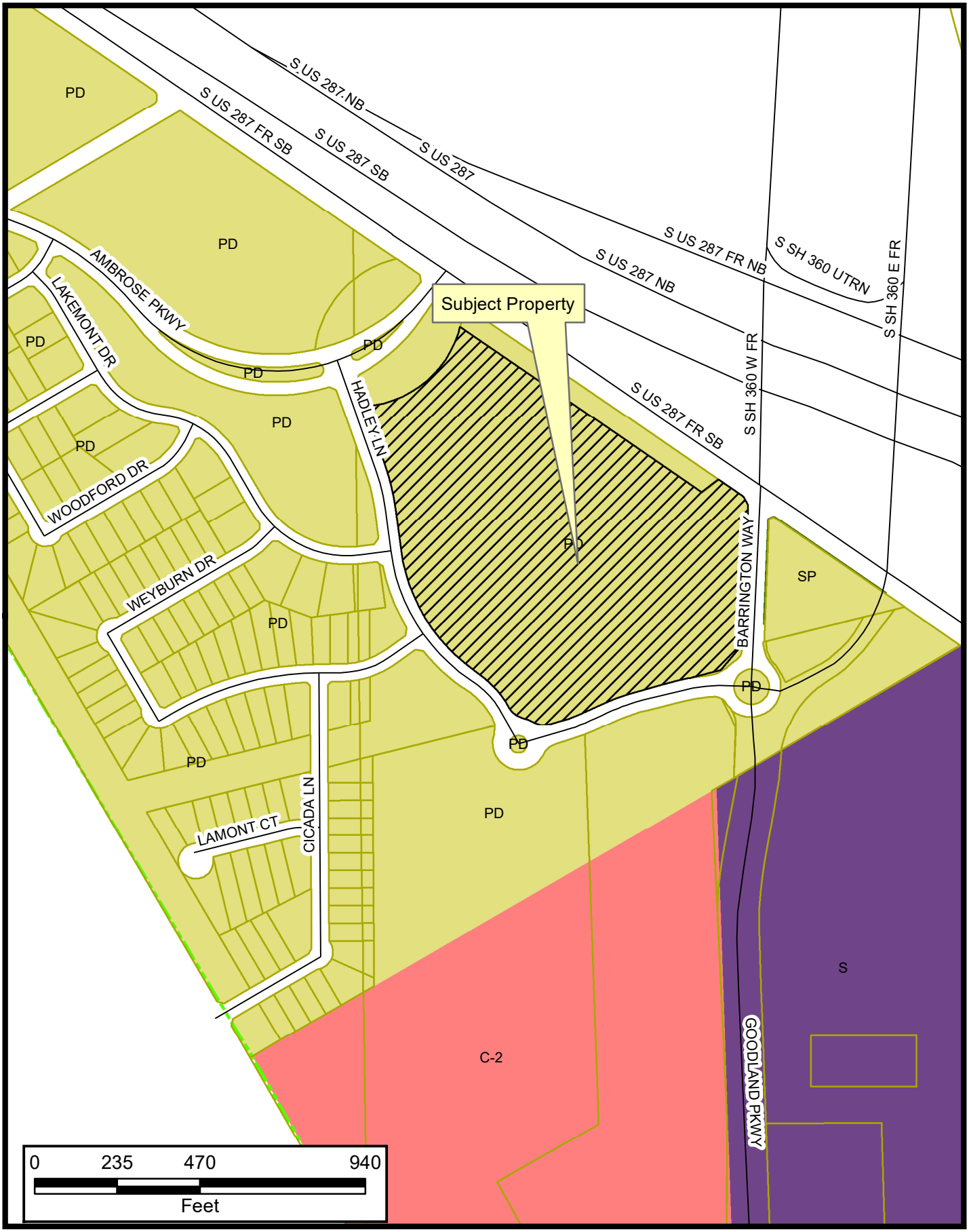


MANSFIELD TEXAS

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

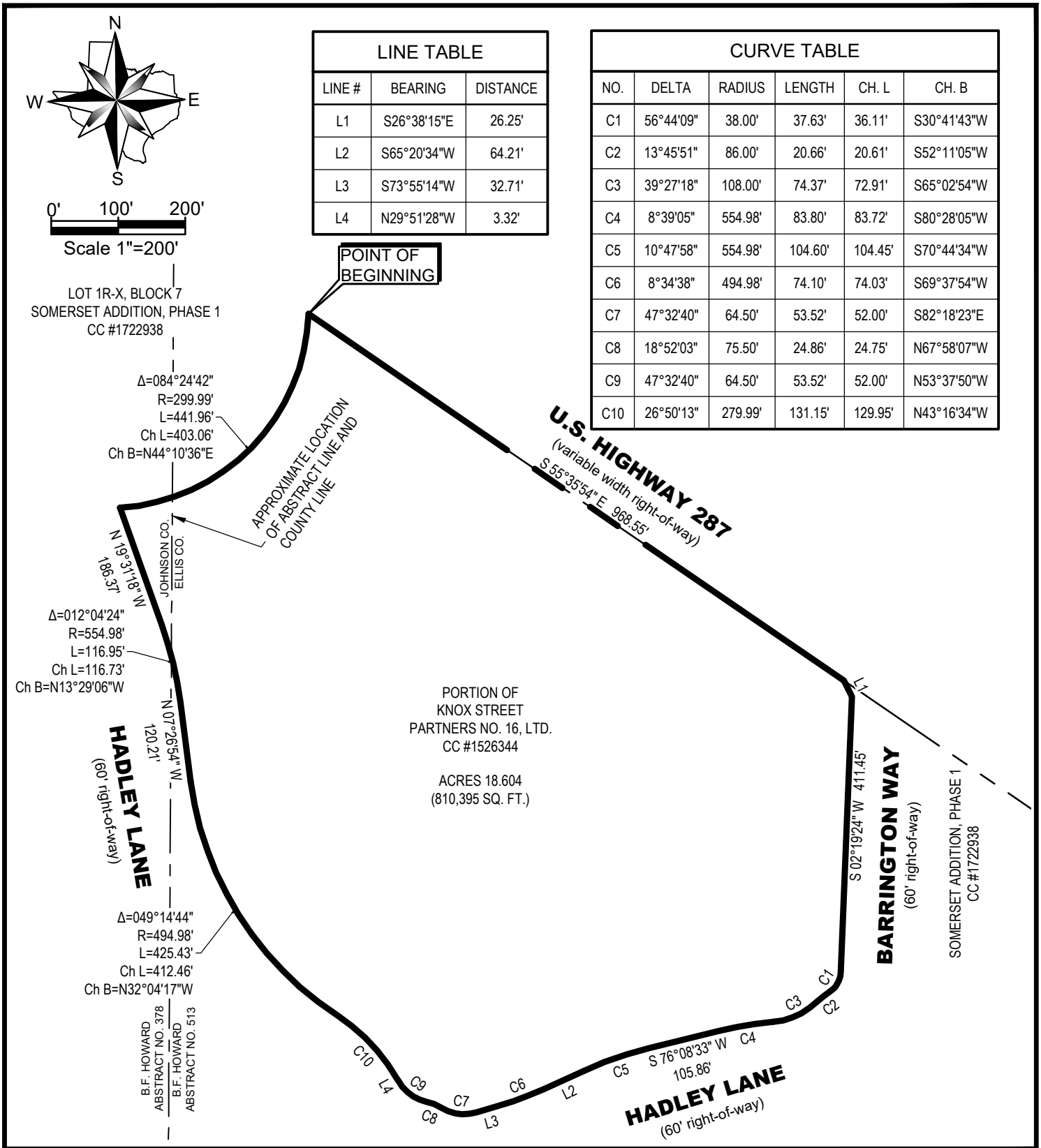
ZC#26-003

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)

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 :	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 with 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.

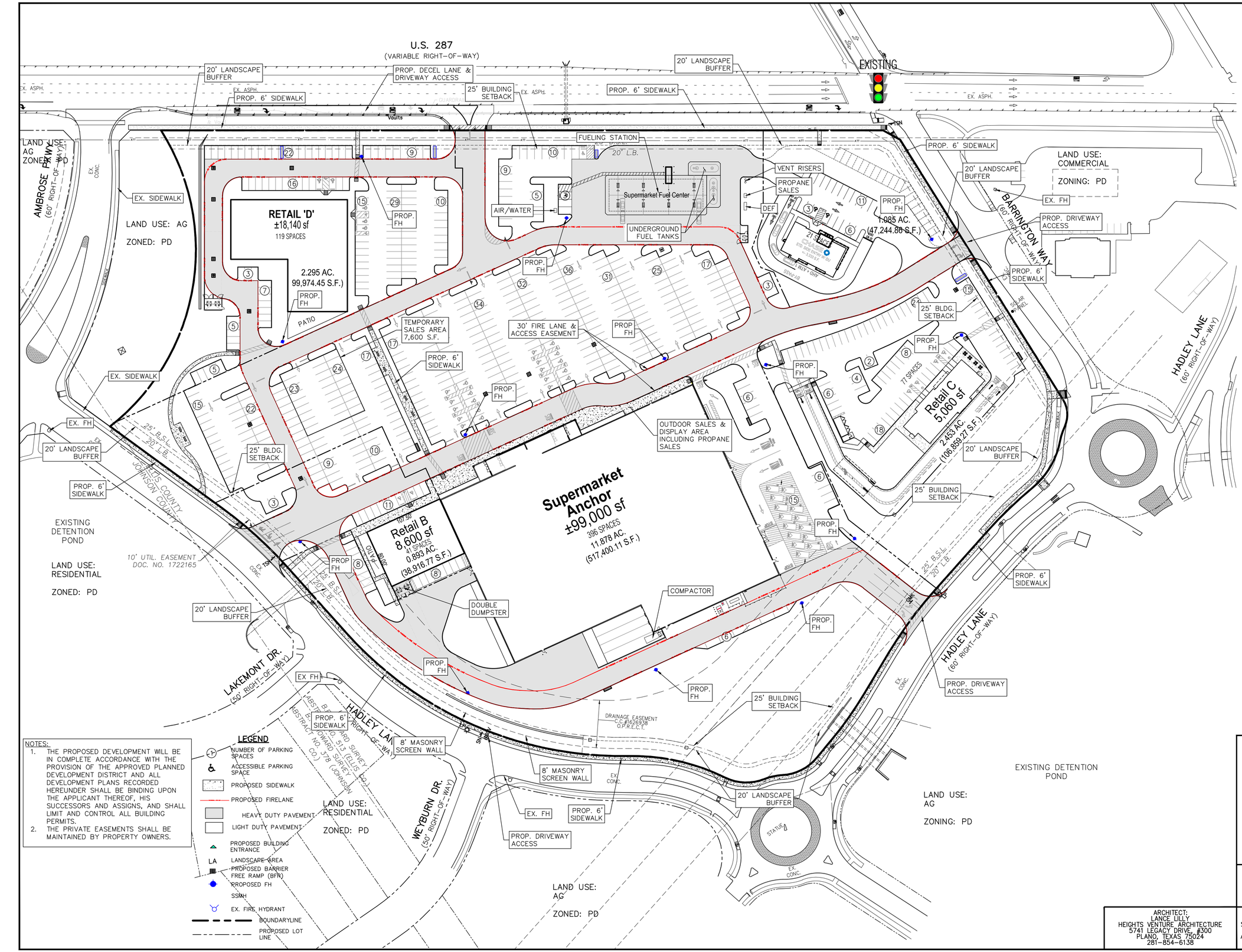
iii. All wall signage for Retail B, C, D & the bank shall follow Section 155.090 of the Code of Ordinances.

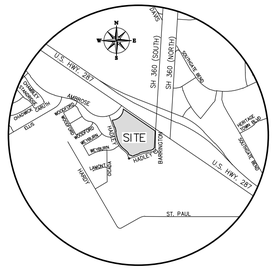
E. ***Administrative Approval of Site Plans***.

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

N E W S

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:\259\1-54\ENGINEERING\Construction Plans\259S4-PDSIT.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

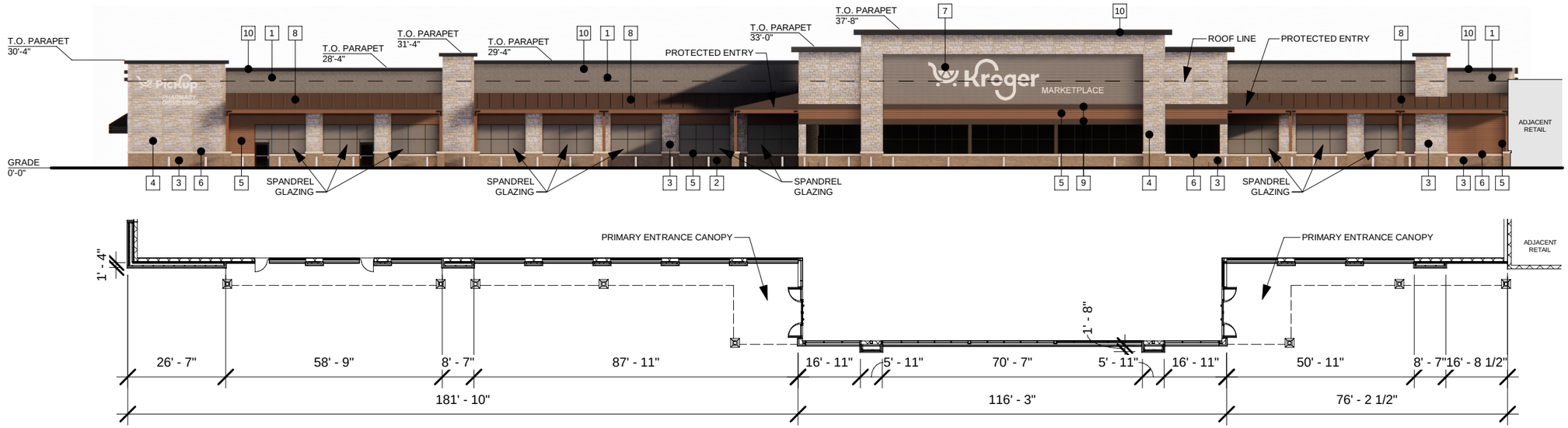
DEVELOPER:
J.R. WEBER
SOMERSET TOWNE CROSSING, LLC
16000 DALLAS PARKWAY #300
DALLAS, TEXAS 75248
972-739-8405

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

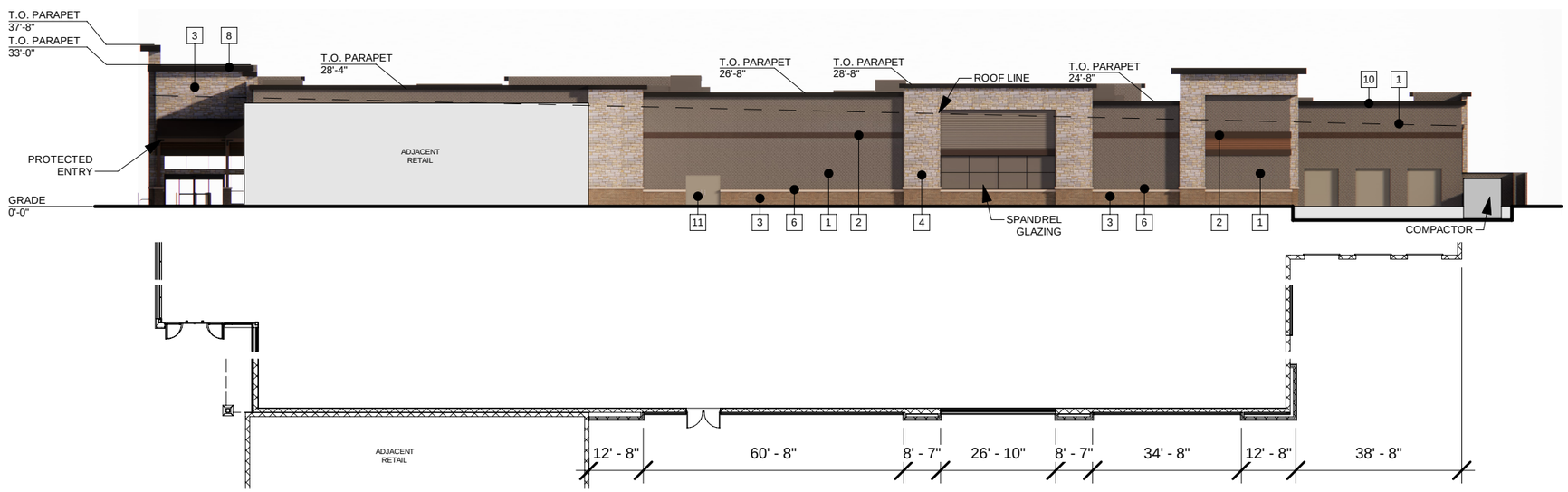
ENGINEER:
MICHAEL D. CLARK
WINKELMANN & ASSOCIATES, INC.
6750 HILLCREST PLAZA DRIVE, #215
DALLAS, TEXAS 75230
972-490-7090

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, BL2	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 - SPLIT FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - CANOE BROWN
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"

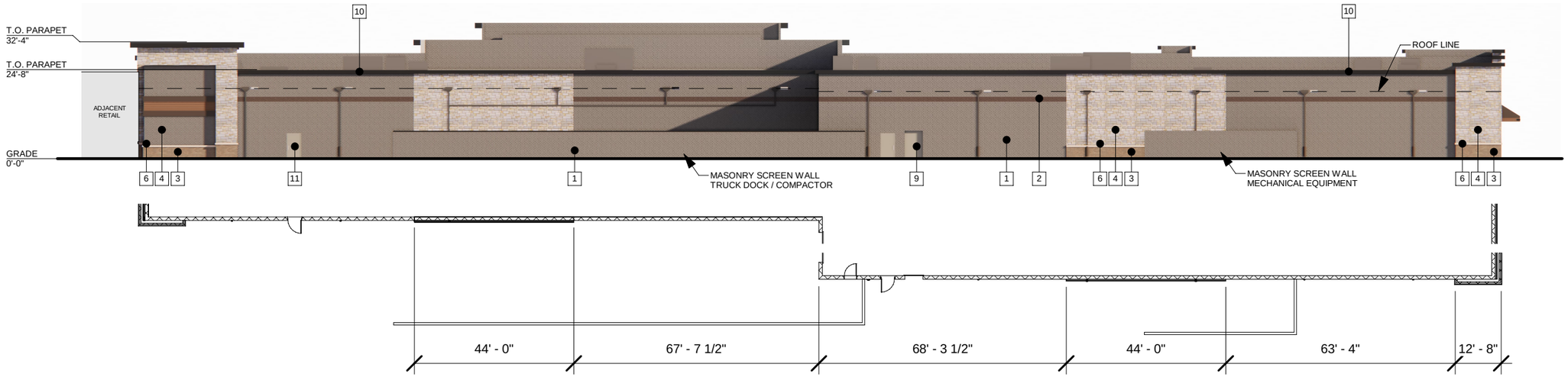
EXHIBIT C.2

Heights Venture
ARCHITECTURE • DESIGN

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

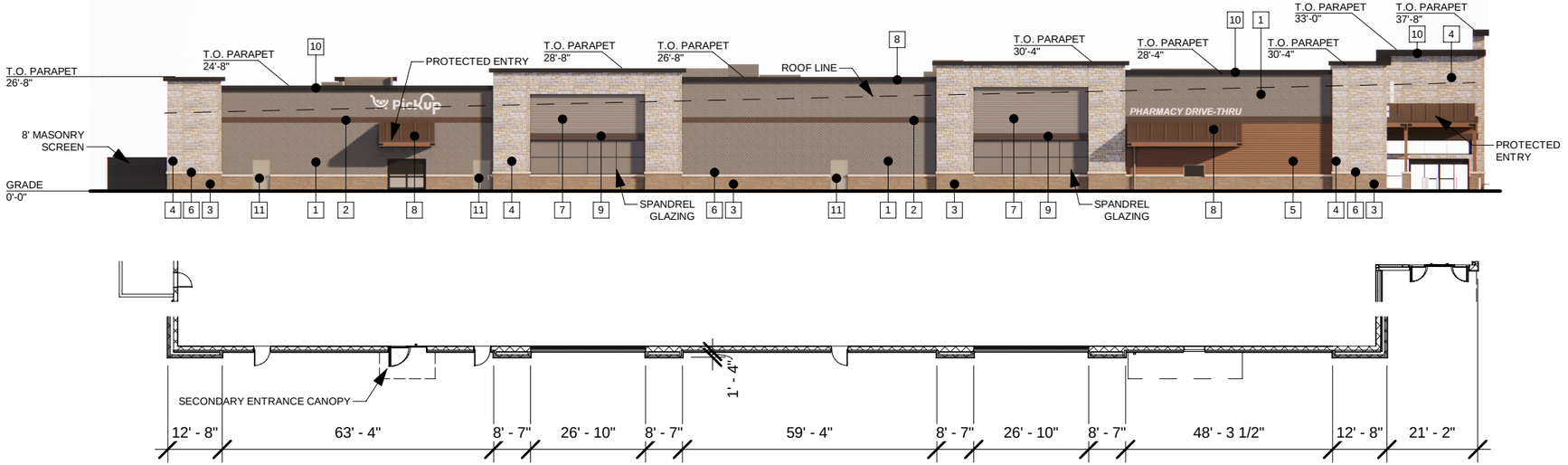
KROGER DAL696

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, BL2	1528 SF	16%	6093 SF	66%	2568 SF	36%	2582 SF	49%	12794 SF	40%
S1, S2	2815 SF	30%	2291 SF	25%	1989 SF	27%	1395 SF	26%	8489 SF	27%
BR1	1351 SF	14%	485 SF	5%	985 SF	13%	600 SF	11%	3379 SF	11%
MASONRY TOTAL	*5694 SF*	*60%*	*8869 SF*	*96%*	*5542 SF*	*76%*	*4577 SF*	*86%*	*24682 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 - SPLIT FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - CANOE BROWN
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"

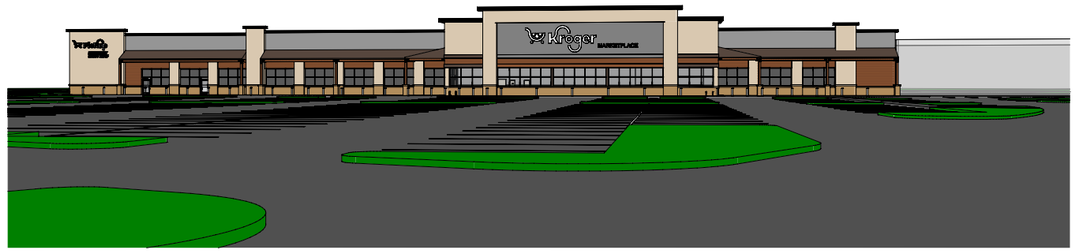
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

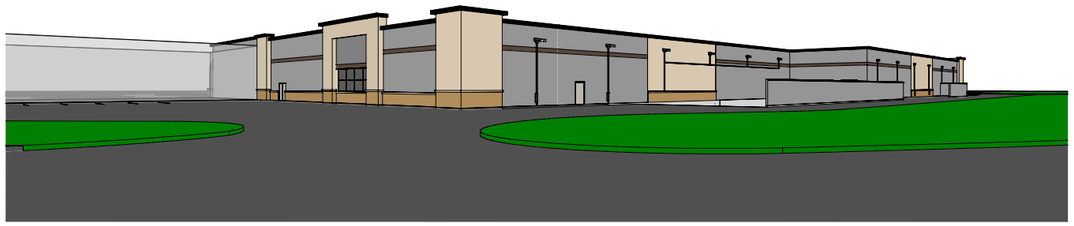
Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

KROGER DAL696

MANSFIELD, TX
EXTERIOR ELEVATIONS
ZC#26-003

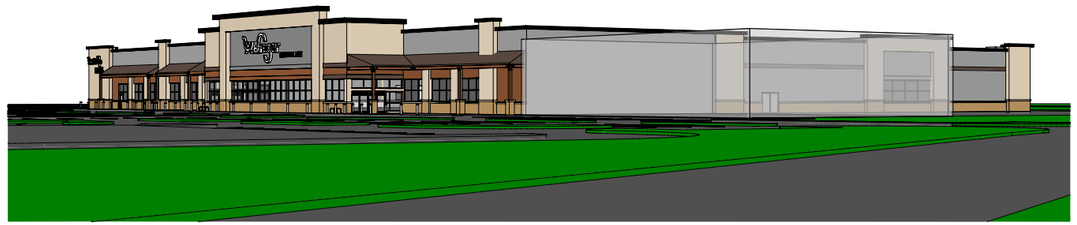


VIEW A



VIEW D

VIEW B



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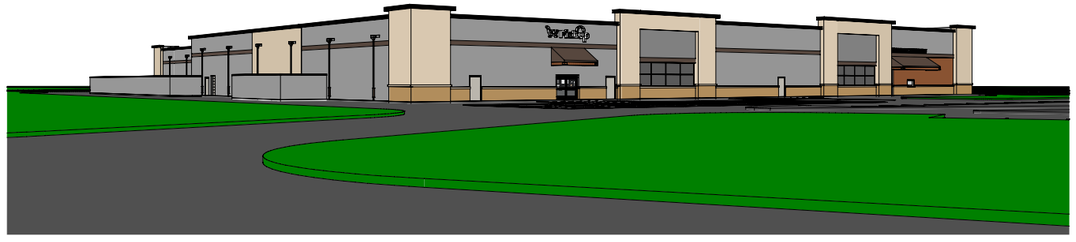
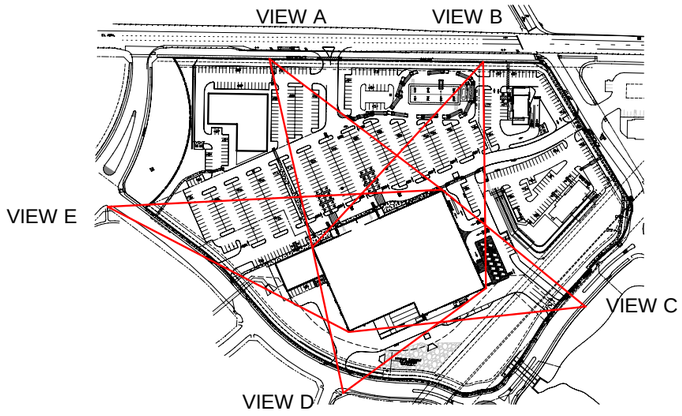


VIEW C



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 -
CANOE BROWN

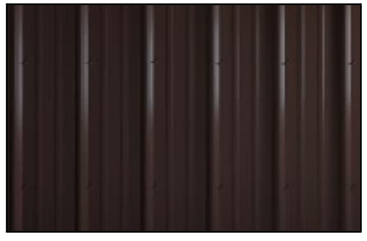
BR1 - BRICK VENEER
COLOR: SIOUX CITY BRICK -
BADLANDS SMOOTH

S1 - MASONRY VENEER
COLOR: HILLCREST STONE -
PEWTER

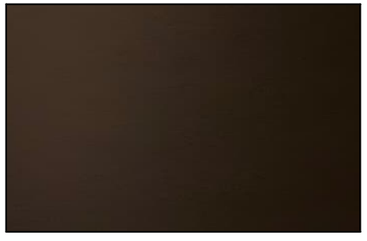
W1 - FIBER CEMENT SIDING -
WOOD GRAIN
COLOR: NICHIHA VINTAGEWOOD -
CEDAR

S2 - CAST STONE
COLOR: PALE MAIZE

MP1 - METAL PANEL - RIBBED
COLOR: CHARCOAL GRAY

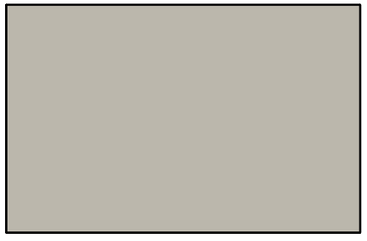


MP2 - METAL PANEL - STANDING
SEAM
COLOR: BRONZE



MP3 - METAL PANEL - SMOOTH
COLOR: BRONZE

PM1 - PREFINISHED METAL
COLOR: BLACK



PT1 - PAINTED METAL
COLOR: SW7016 "MINDFUL GRAY"

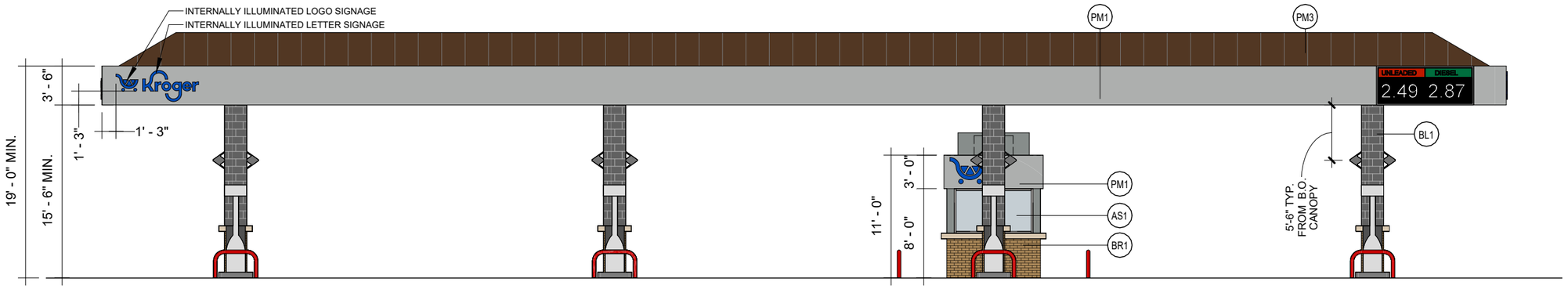
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

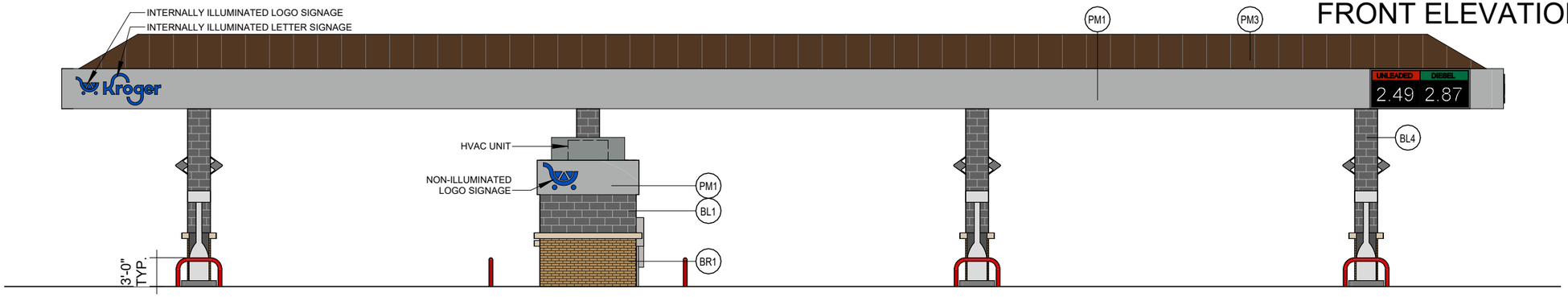
Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

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

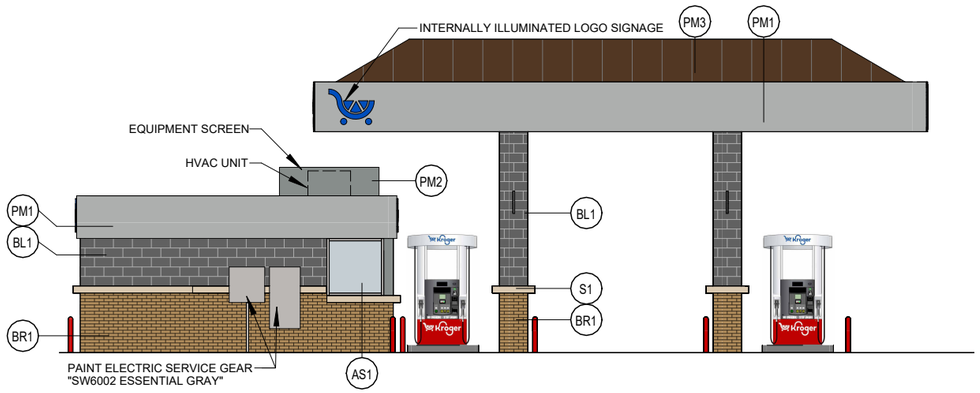
PM1 - PREFINISHED METAL
ACM - METALLIC SILVER

PM2 - PREFINISHED METAL
ACM - SILVERSMITH

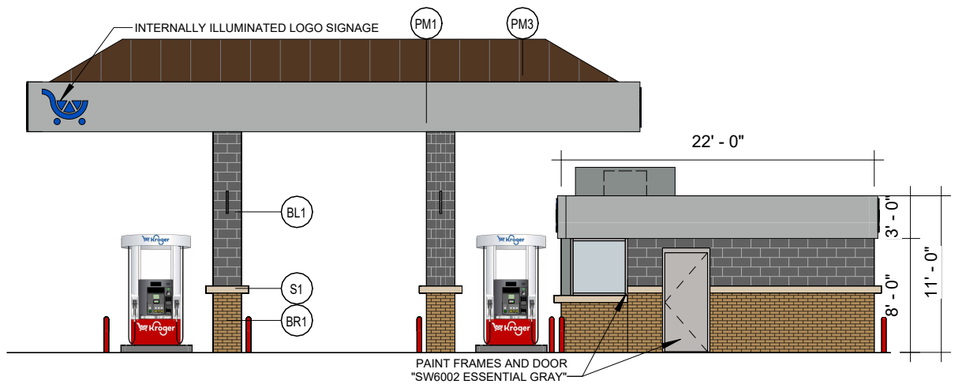
PM3 - STANDING SEAM METAL ROOF
COLOR - BRONZE

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

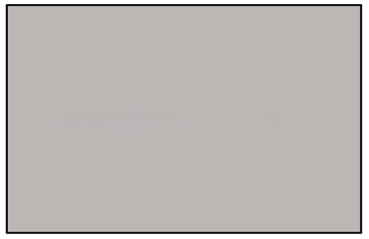
KROGER STORE DAL696 - MANSFIELD, TX

FUEL CENTER ELEVATIONS
04.23.26
ZC#26-003

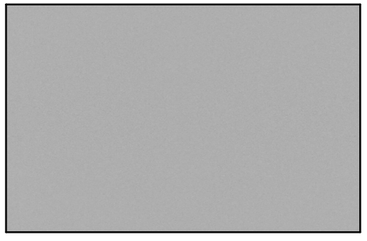
BL1 - DECORATIVE,
INTEGRALLY COLORED CMU -
SPLIT FACE
COLOR: ECHELON -
GREY GRANITE

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

S1 - CAST STONE
COLOR: PALE MAIZE

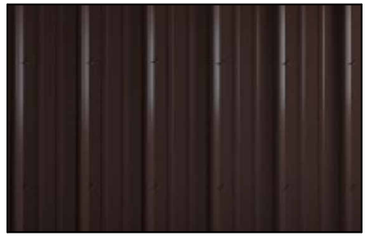


PAINT -
SHERWIN WILLIAMS
COLOR: 6002 ESSENTIAL GRAY



PM1 - PREFINISHED METAL
ACM - METALLIC SILVER

PM2 - PREFINISHED METAL
ACM - SILVERSMITH



PM3 - STANDING SEAM METAL ROOF
COLOR - BRONZE

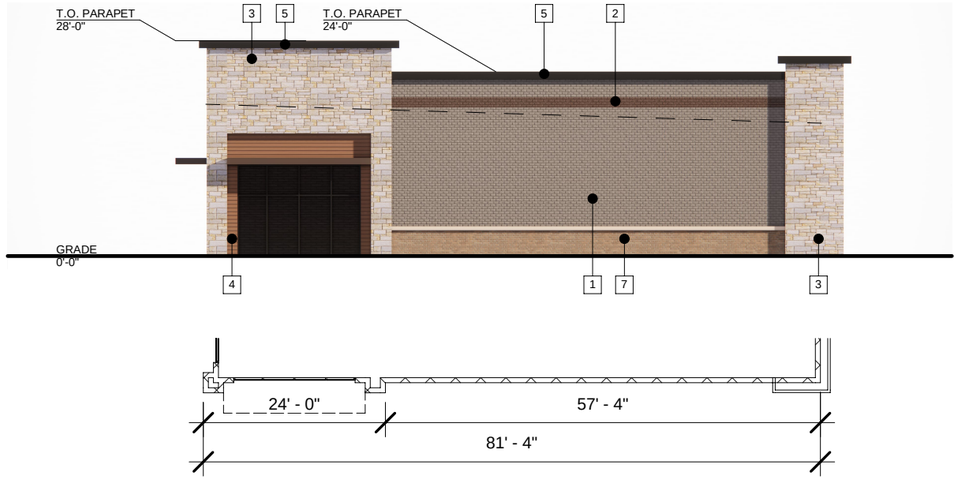
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

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

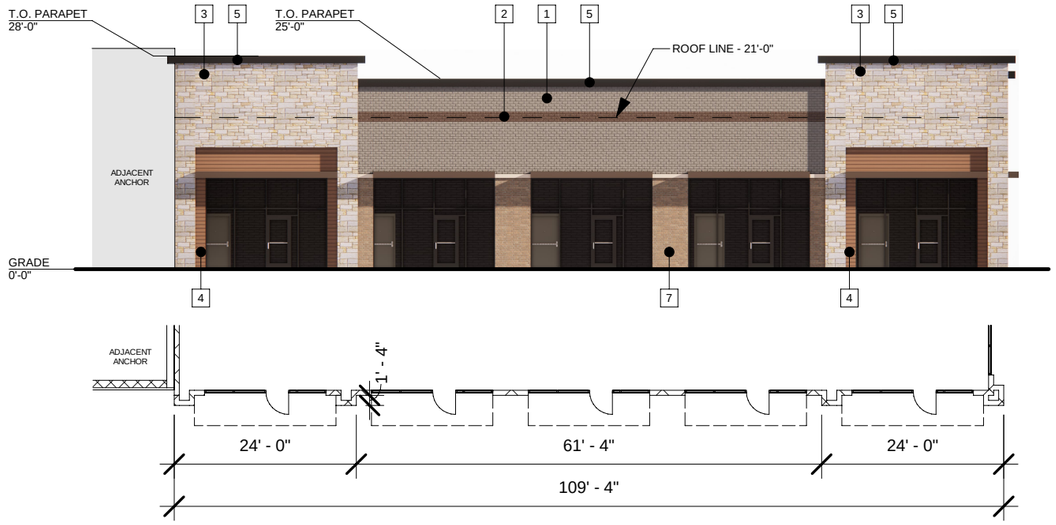
KROGER STORE DAL696 - MANSFIELD, TX

FUEL CENTER MATERIAL BOARD
04.23.26
ZC#26-003



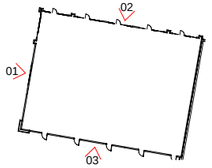
WEST ELEVATION 01

1" = 20'-0"



NORTH ELEVATION 02

1" = 20'-0"



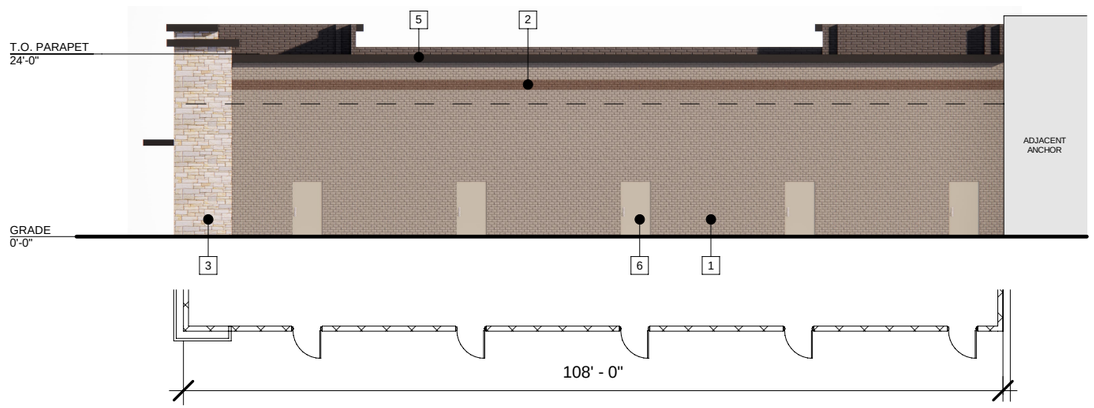
KEY PLAN

MATERIAL TABLE

	NORTH		SOUTH		WEST		BLDG TOTAL	
BL1, BL2, BR1	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 - SPLIT FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - CANOE BROWN
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"
7. BR1 - BRICK VENEER
   COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH



SOUTH ELEVATION 03

1" = 20'-0"

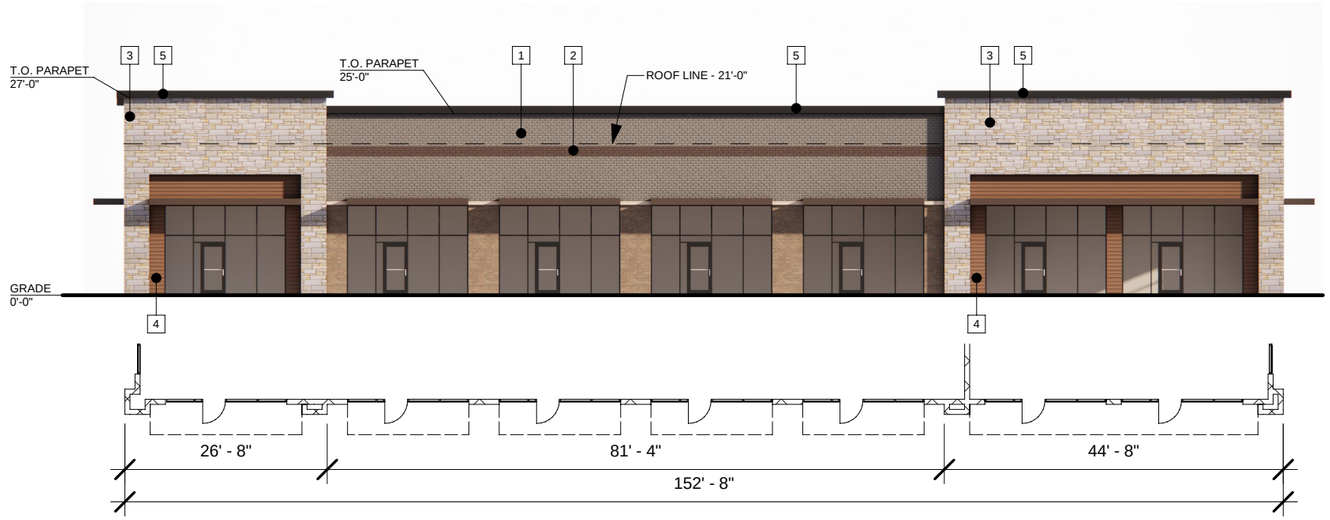
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

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

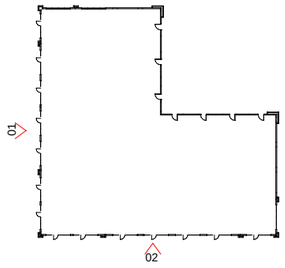
WEBER & COMPANY

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



EAST ELEVATION 01

1" = 20'-0"



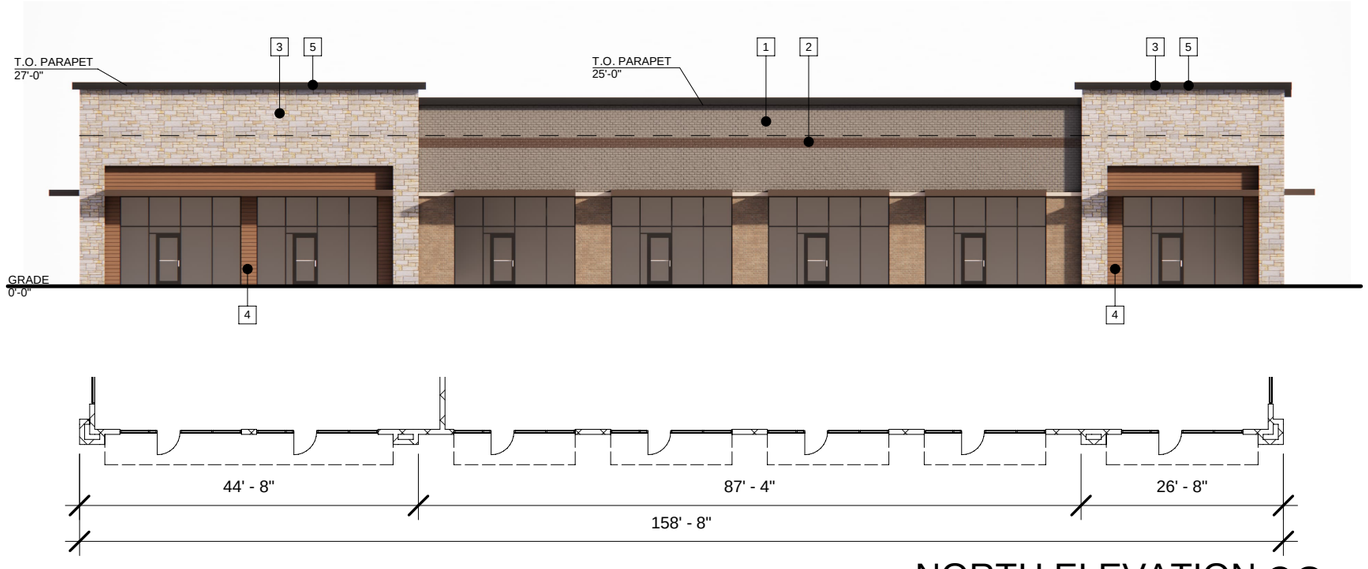
KEY PLAN

MATERIAL TABLE

	NORTH		EAST		SOUTH		WEST		BLDG TOTAL	
BL1, BL2, BR1	1187 SF	45%	1049 SF	43%	2377 SF	70%	2460 SF	71%	7073 SF	59%
S1	855 SF	33%	855 SF	35%	726 SF	22%	727 SF	21%	3163 SF	27%
MASONRY TOTAL	*2042 SF*	*78%*	*1904 SF*	*78%*	*3103 SF*	*92%*	*3187 SF*	*92%*	*10236 SF*	*86%*
PM1	264 SF	10%	257 SF	10%	181 SF	5%	175 SF	5%	877 SF	7%
W1	306 SF	12%	303 SF	12%	111 SF	3%	111 SF	3%	831 SF	7%
TOTAL	**2612 SF**	**100%**	**2464 SF**	**100%**	**3395 SF**	**100%**	**3473 SF**	**100%**	**11944 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - CANOE BROWN
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"
7. BR1 - BRICK VENEER
   COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH



NORTH ELEVATION 02

1" = 20'-0"

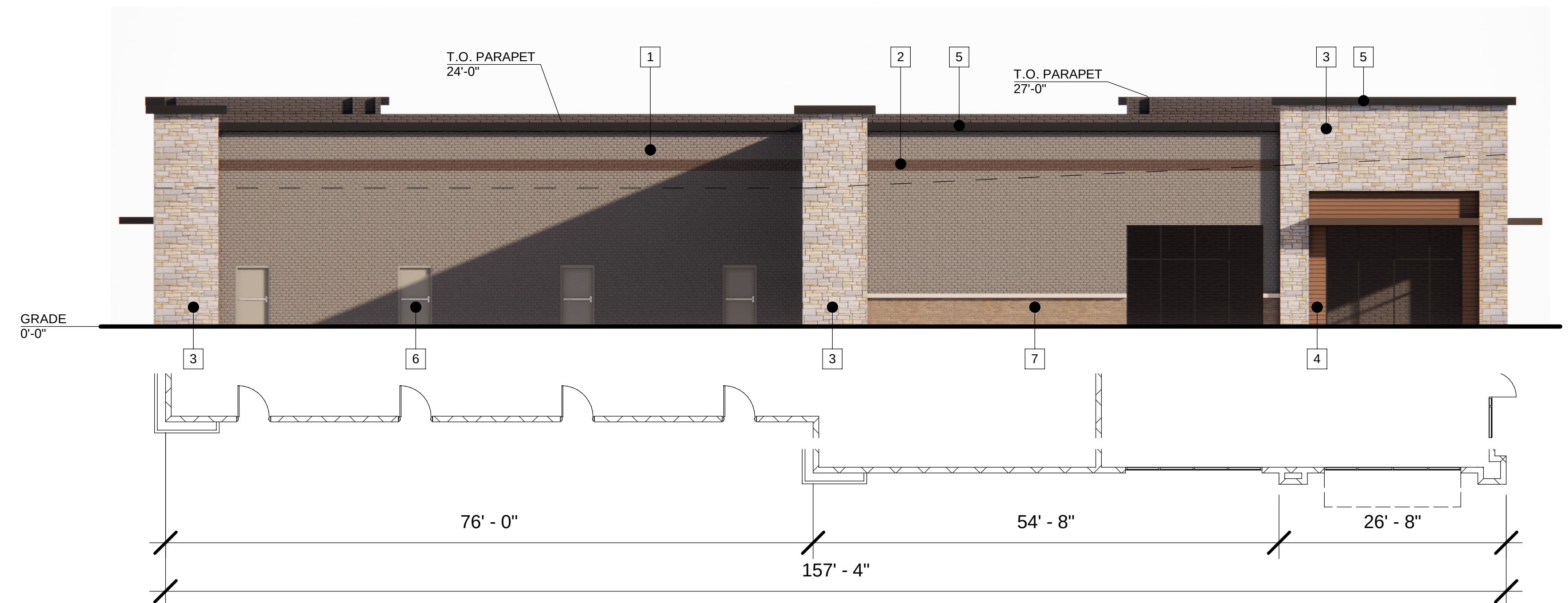
EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

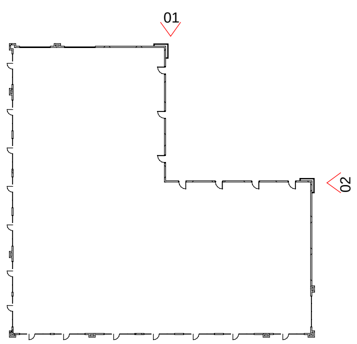
Not for regulatory approval, permitting, or construction
Lance Lilly TX #20481

WEBER & COMPANY

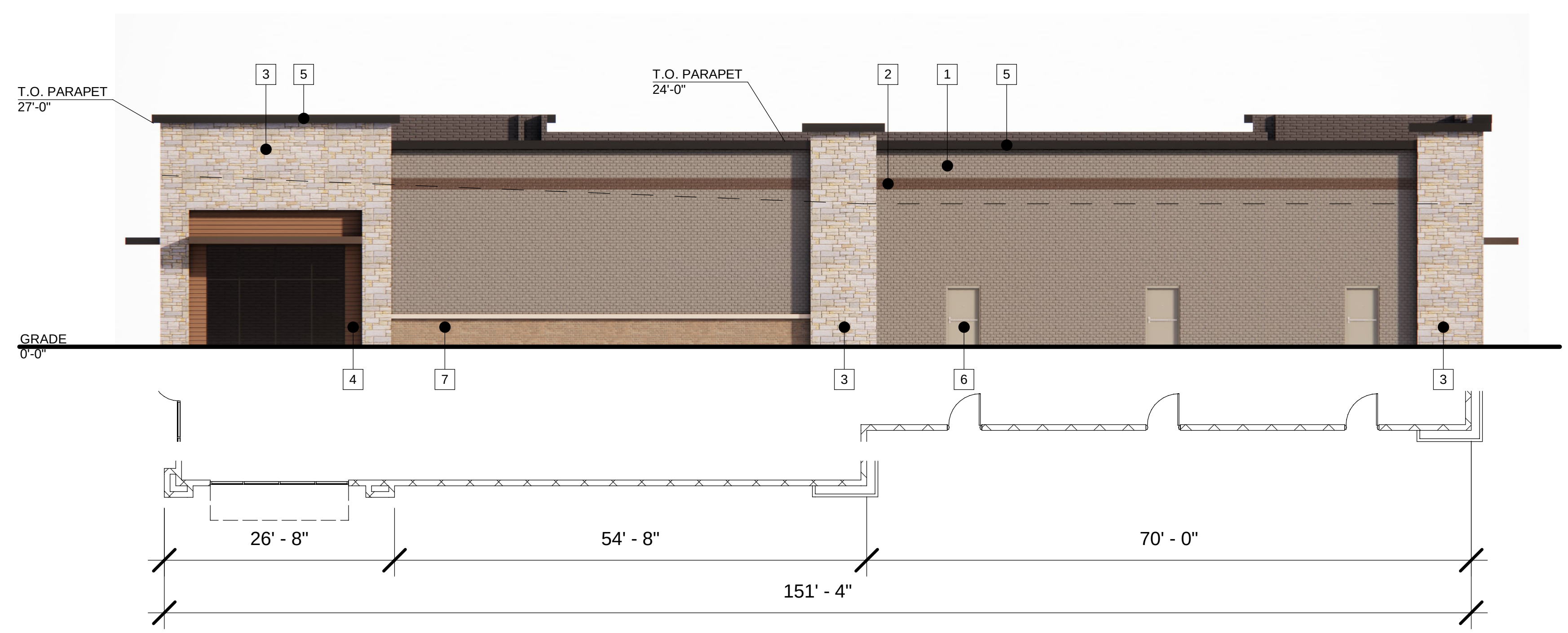
MANSFIELD, TX
RETAIL D - EXTERIOR ELEVATIONS
ZC#26-003



SOUTH ELEVATION 01
1" = 20'-0"



KEY PLAN



WEST ELEVATION 02
1" = 20'-0"

MATERIAL TABLE

	NORTH		EAST		SOUTH		WEST		BLDG TOTAL	
BL1, BL2, BR1	1187 SF	45%	1049 SF	43%	2377 SF	70%	2460 SF	71%	7073 SF	59%
S1	855 SF	33%	855 SF	35%	726 SF	22%	727 SF	21%	3163 SF	27%
MASONRY TOTAL	*2042 SF*	*78%*	*1904 SF*	*78%*	*3103 SF*	*92%*	*3187 SF*	*92%*	*10236 SF*	*86%*
PM1	264 SF	10%	257 SF	10%	181 SF	5%	175 SF	5%	877 SF	7%
W1	306 SF	12%	303 SF	12%	111 SF	3%	111 SF	3%	831 SF	7%
TOTAL	**2612 SF**	**100%**	**2464 SF**	**100%**	**3395 SF**	**100%**	**3473 SF**	**100%**	**11944 SF**	**100%**

MATERIAL SCHEDULE

1. BL1 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - GREY GRANITE
2. BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE
   COLOR: ECHELON - CANOE BROWN
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"
7. BR1 - BRICK VENEER
   COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH

EXHIBIT C.2

Heights Venture
ARCHITECTURE DESIGN

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Lance Lilly TX #20481

WEBER & COMPANY

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

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

BL2 - DECORATIVE, INTEGRALLY COLORED CMU - SPLIT FACE ECHELON - CANOE BROWN

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

PM1 - PREFINISHED METAL
COLOR: BLACK

PT1 - PAINTED METAL
COLOR: SW7016 "MINDFUL GRAY"

EXHIBIT C.2

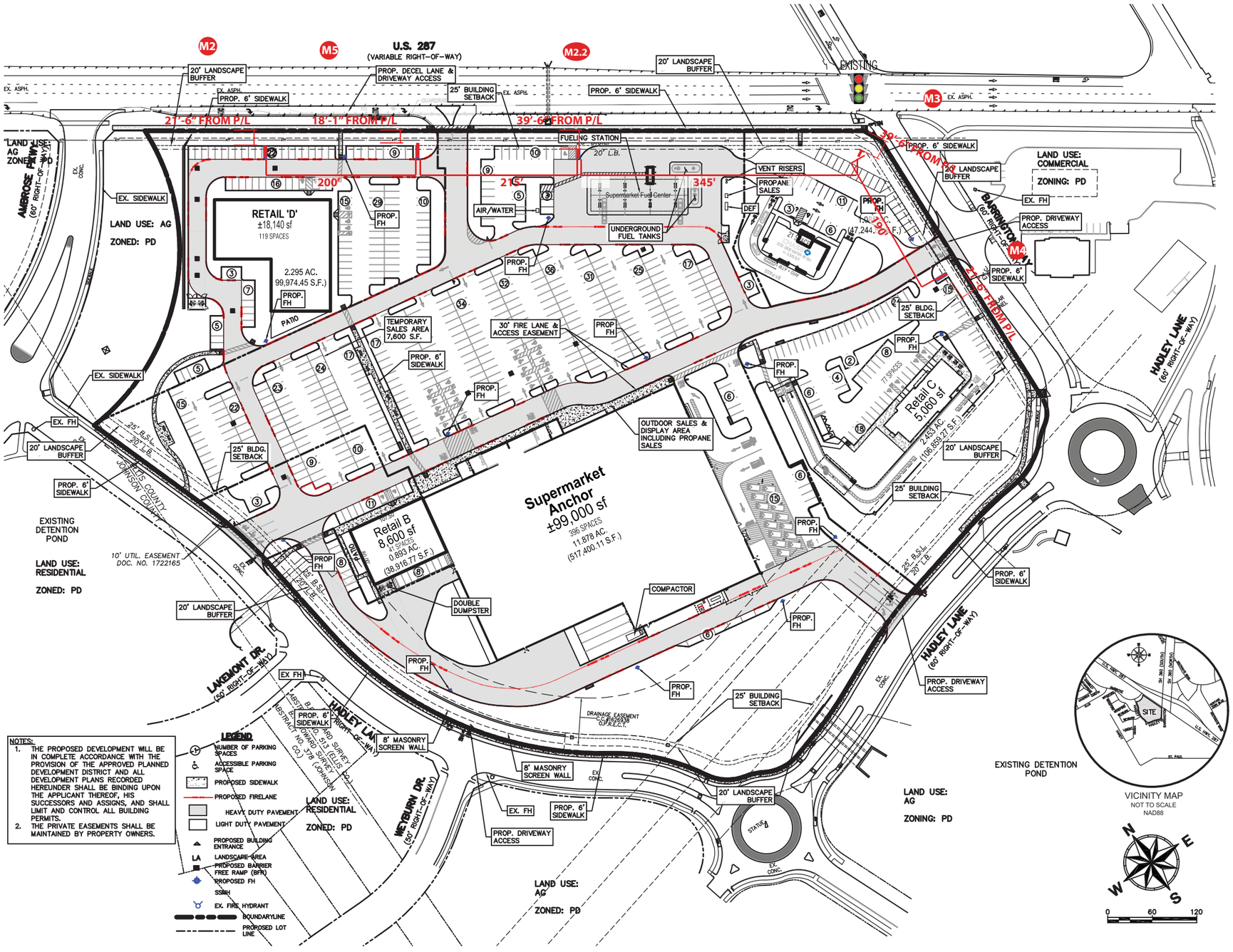
Heights Venture
ARCHITECTURE DESIGN

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

WEBER & COMPANY

MANSFIELD, TX
MATERIAL BOARD
ZC#26-003

	QTY.	DESCRIPTION	SQ. FT.
M2.2	1	KROGER MONUMENT	37.2
M2	1	MONUMENT	37.2
M3	1	MONUMENT	33.38
M4	1	KROGER MONUMENT	93.4
M5	1	KROGER MONUMENT	198.75



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

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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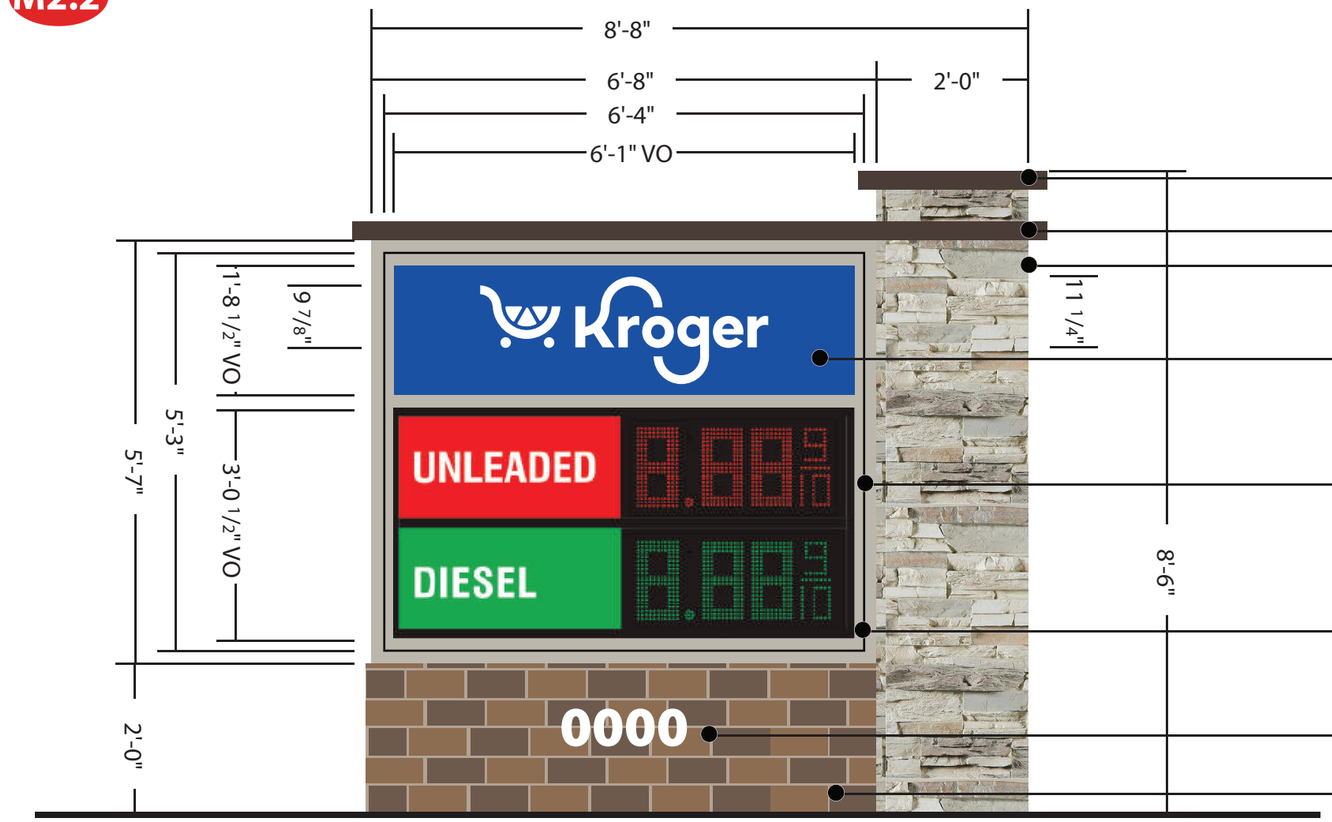
Rev. #3			Rev. #6		

DRAWING NO: 4401138007.04
DATE: 06.12.2026
J. Allington

M2.2



3" Metal Cap Painted Bronze

3" Metal Cap Painted Bronze
Stone Veneer Column - Color Tbd

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.

37.2 SQ. FT.

COLOR KEY

- STONE VENEER
  COLOR: TO MATCH LOCAL SIGNS
  EXACT COLOR - TBD
- 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"

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Suite C411
Hoffman Estates, IL 60192
Office 847.301.0510
identiti.net

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Kroger

DRAWING NO: 4401138007.04
DATE: 06.12.2026
J. Allington

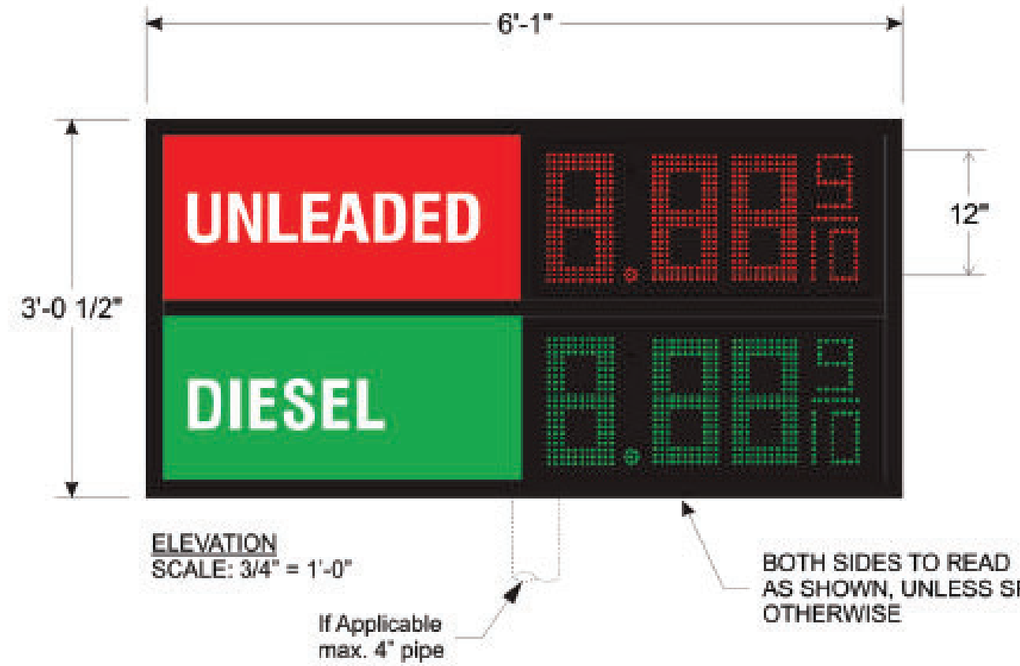
12in Double Product, Double Face

Custom: Contact Landmark for Quote

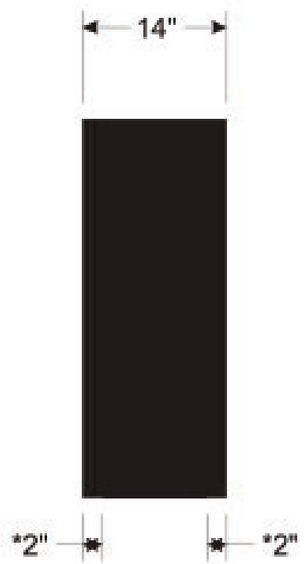
DIGITAL PRICE SIGN ORDERED BY KROGER, SUPPLIED BY LANDMARK, PERMITTED AND INSTALLED BY IDENTITI

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"



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

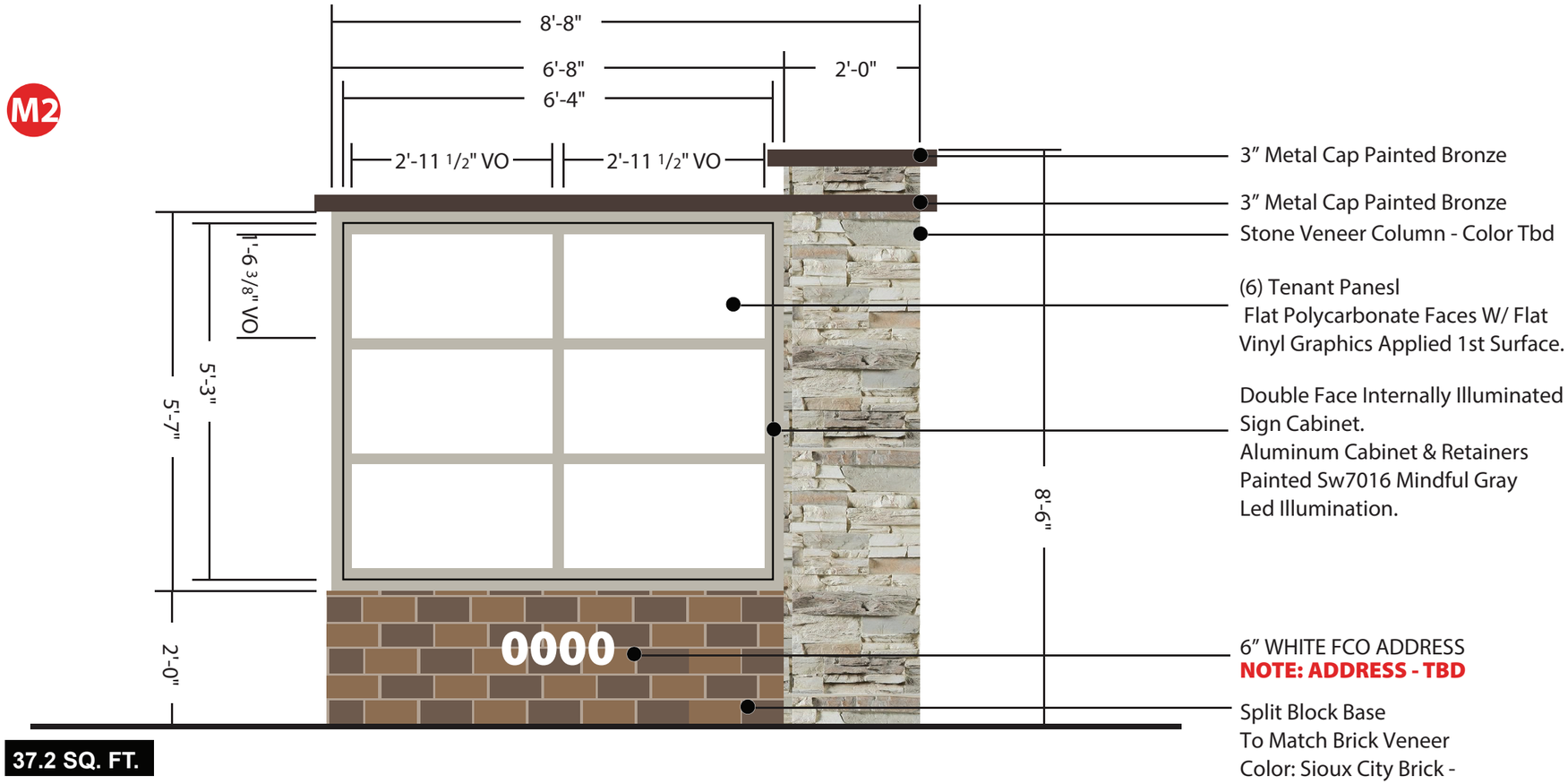
Sheet: 1 of 1

Approved:

Notes:

This is an original unpublished drawing created by LM Inc. It is submitted for your personal use in conjunction with a project being planned for you by LM Inc. It is not to be shown to anyone outside your organization, nor is it to be used, copied, reproduced, or exhibited in any fashion.

M2



3" Metal Cap Painted Bronze

3" Metal Cap Painted Bronze

Stone Veneer Column - Color Tbd

(6) Tenant Panesl
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.

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.

37.2 SQ. FT.

COLOR KEY

- STONE VENEER
  COLOR: TO MATCH LOCAL SIGNS
  EXACT COLOR - TBD
- 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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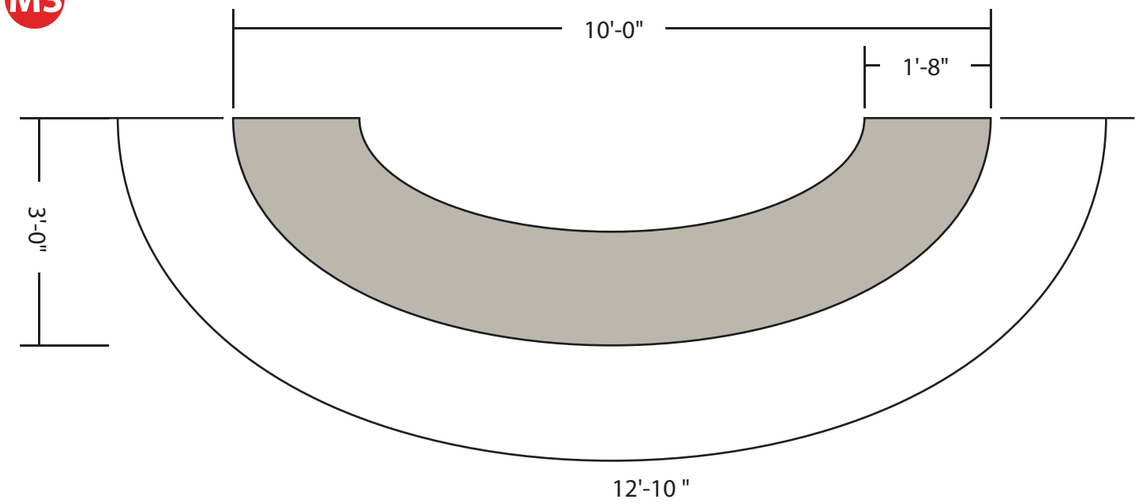
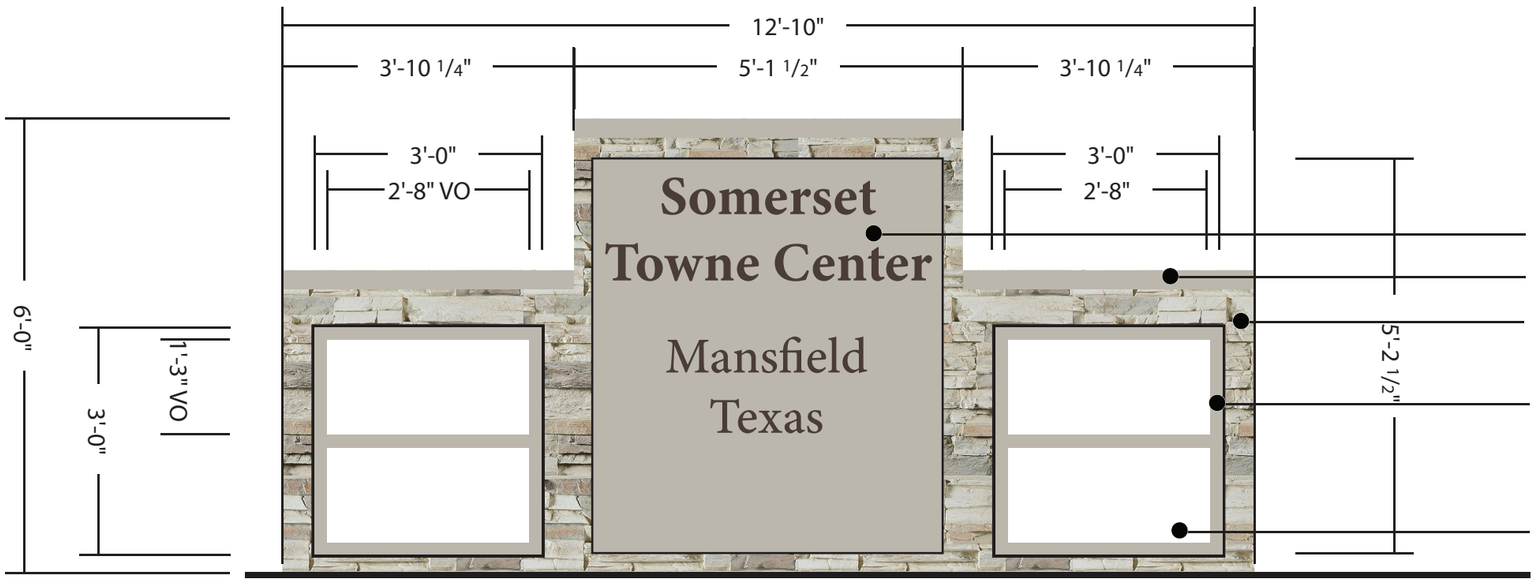
Rev. #3			Rev. #6		

Kroger

DRAWING NO:
4401138007.04
DATE: 06.12.2026
J. Allington

M3





33.38 SQ. FT.

COLOR KEY

- STONE VENEER
  COLOR: TO MATCH LOCAL SIGNS
  EXACT COLOR - TBD
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE

SCALE: 1/2" = 1'-0"

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Hoffman Estates, IL 60192
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Rev. #3			Rev. #6		

Kroger

DRAWING NO: 4401138007.04

DATE: 06.12.2026

J. Allington

M4

Metal Cap Painted Bronze

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.

Pin Mounted Bronze FCO Letters

(8) 1'-6" x 3'-7" Tenant Palels
Flat Polycarbonate Faces

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

- STONE VENEER
  COLOR: TO MATCH LOCAL SIGNS
  EXACT COLOR - TBD
- BRICK VENEER
  COLOR: SIOUX CITY BRICK -
  BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

SCALE: 1/2" = 1'-0"

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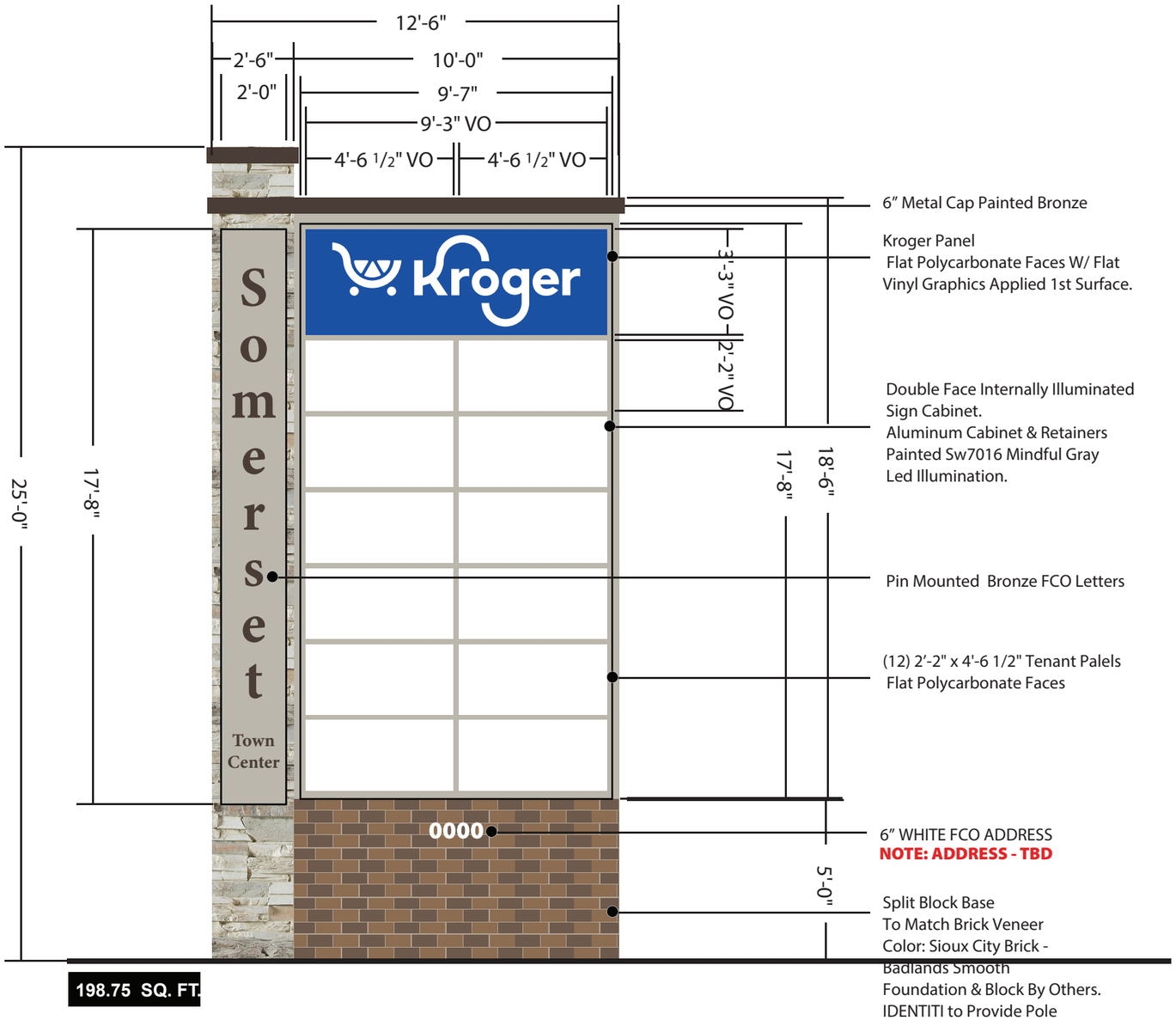
Kroger

DRAWING NO:
4401138007.04

DATE: 06.12.2026
J. Allington

M5



6" Metal Cap Painted Bronze

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.

Pin Mounted Bronze FCO Letters

(12) 2'-2" x 4'-6 1/2" Tenant Palels
Flat Polycarbonate Faces

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

- STONE VENEER COLOR: TO MATCH LOCAL SIGNS EXACT COLOR - TBD
- BRICK VENEER COLOR: SIOUX CITY BRICK - BADLANDS SMOOTH
- SW7016 MINDFUL GRAY
- BRONZE
- WHITE
- 3730-8537 KROGER BLUE

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

IDENTITI
2000 Center Drive
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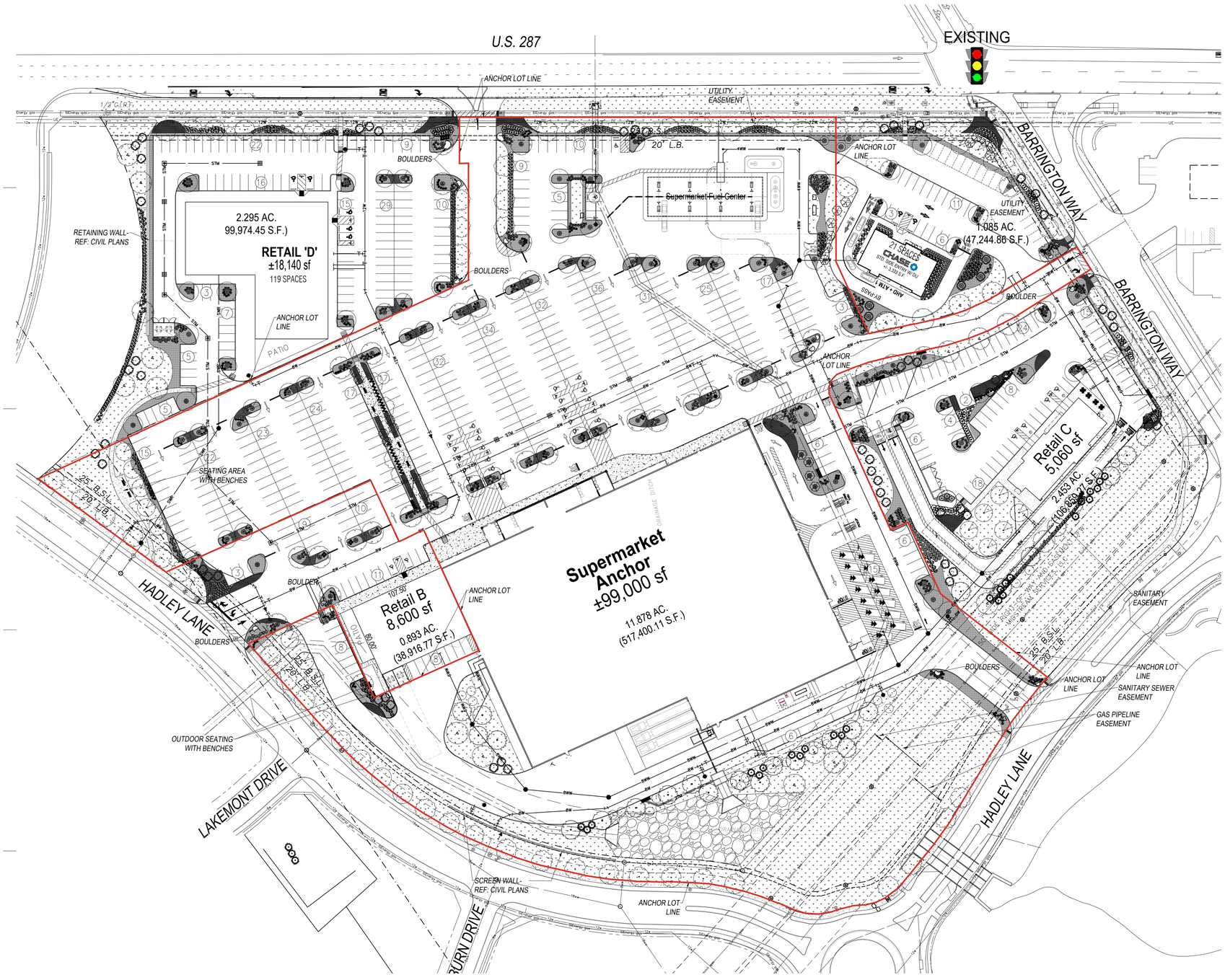
J. Allington



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

REGISTERED LANDSCAPE ARCHITECT
KAREN W. KOENITH
1594
STATE OF TEXAS

06.03.26

FOR REVIEW & BIDDING ONLY.

MANSFIELD GROCERY STORE

U.S. 287 & BARRINGTON WAY
MANSFIELD, TX

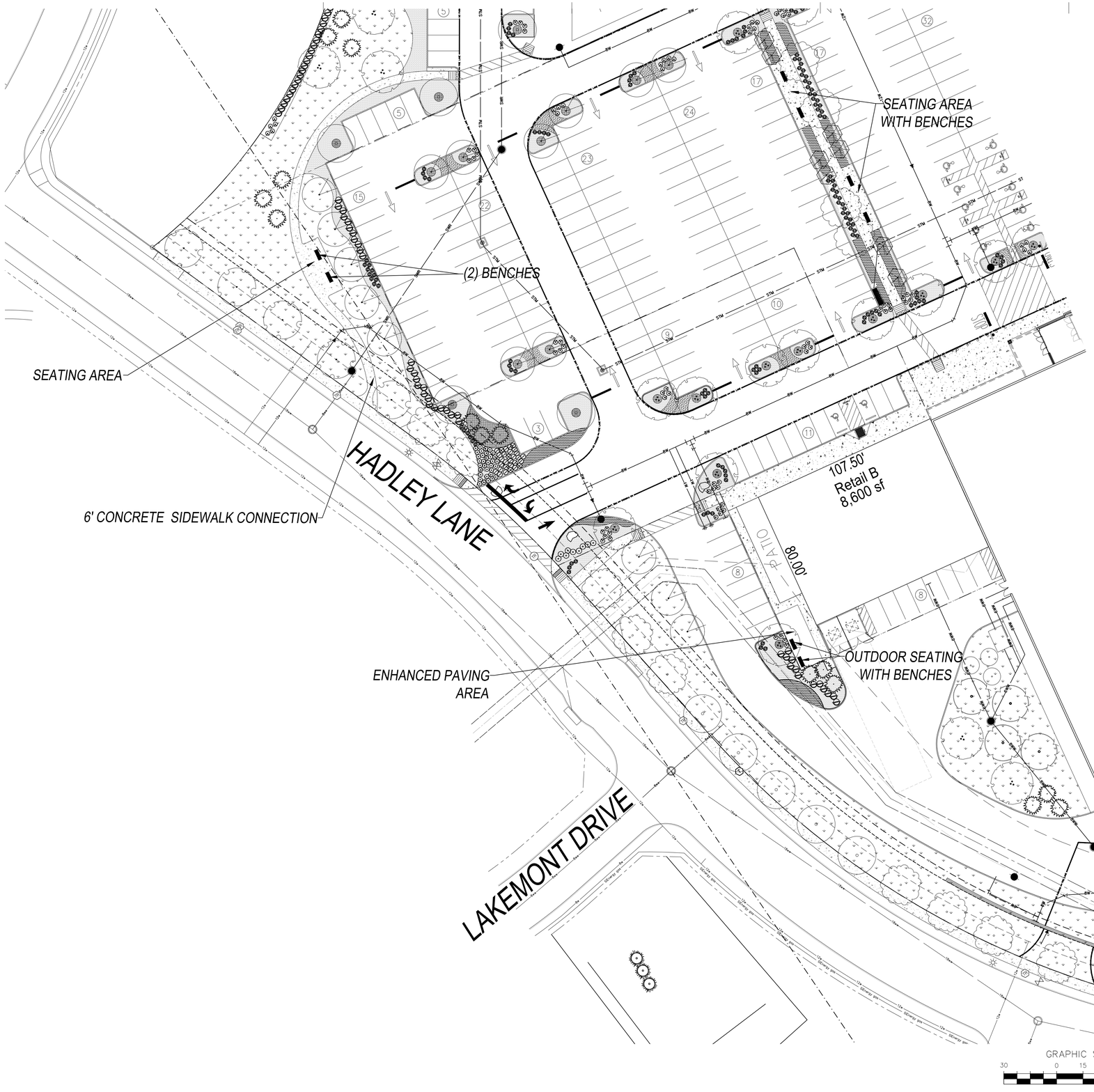
Project Number:
Drawn By: MPG
Planning & Zoning Review 06.03.26

Revision	Date

LANDSCAPE EXHIBIT

C.3

EXHIBIT C
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

REGISTERED LANDSCAPE ARCHITECT
KAREN W. KOENITH
1594
STATE OF TEXAS

06.03.26

FOR REVIEW & BIDDING ONLY.

MANSFIELD GROCERY STORE

U.S. 287 & BARRINGTON WAY
MANSFIELD, TX

Project Number:
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LANDSCAPE EXHIBIT- PASSIVE AREAS

C.3.1

EXHIBIT C
ZC #26-003

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

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						

Project manager to specify fixture voltage for each fixture type

0 20 40 60 80 120

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 suseet 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 may vary from those calculated values. Additionally, the use of different luminaires than those listed in this analysis may vary from calculated 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

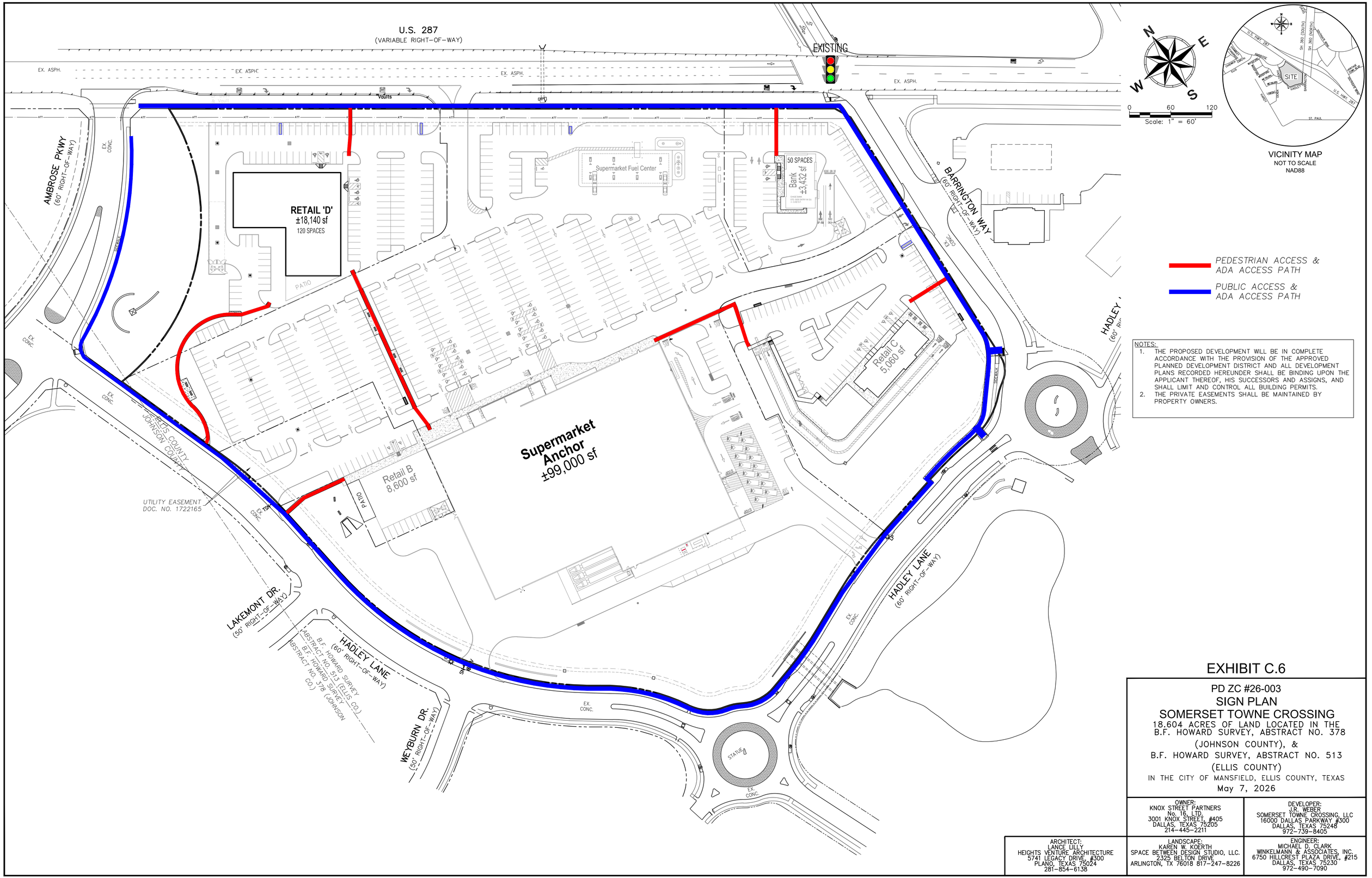
Client:
The Kroger Co.
Craig Winkler

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
BARRINGTON WAY
(60' RIGHT-OF-WAY)
PATIO
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
SIDEWALK
STAIRS
HADLEY LANE
(60' RIGHT-OF-WAY)
EX. CONC.
EX. CONC.
EX. CONC.

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

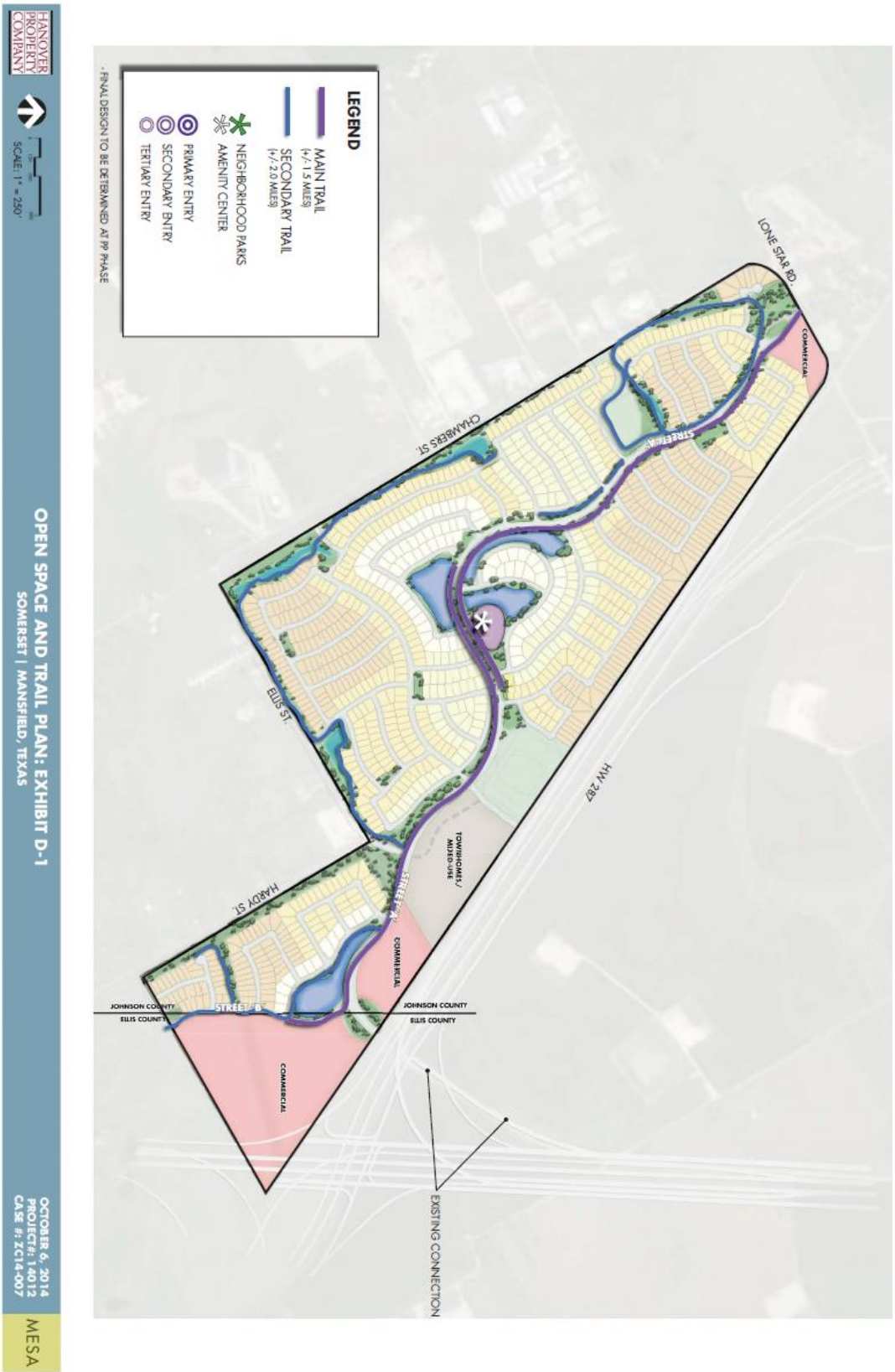


Exhibit D: Open Space and Trails

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

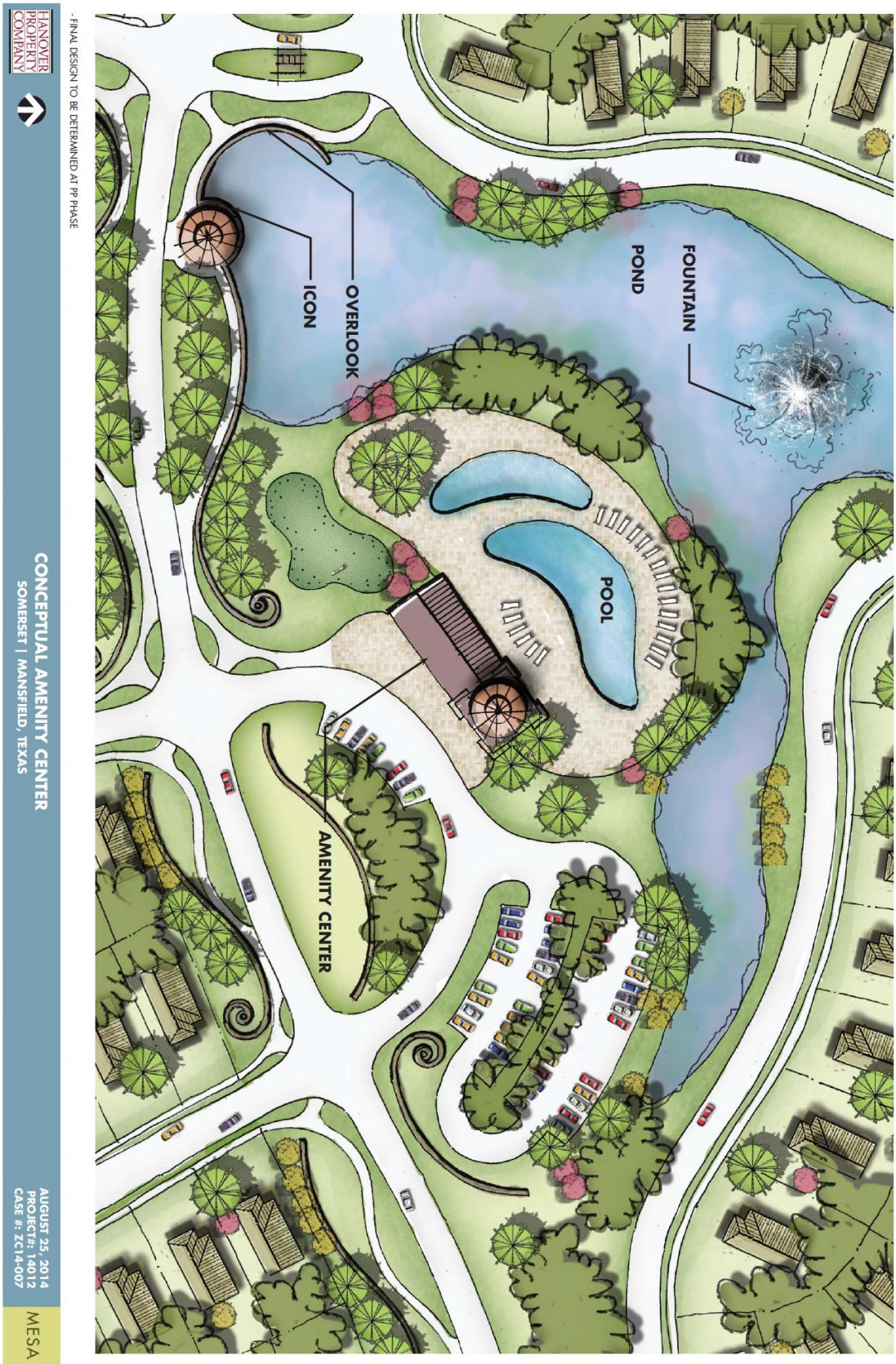


Exhibit D: Open Space and Trails

D-5 Character Example—Lakes and Open Space

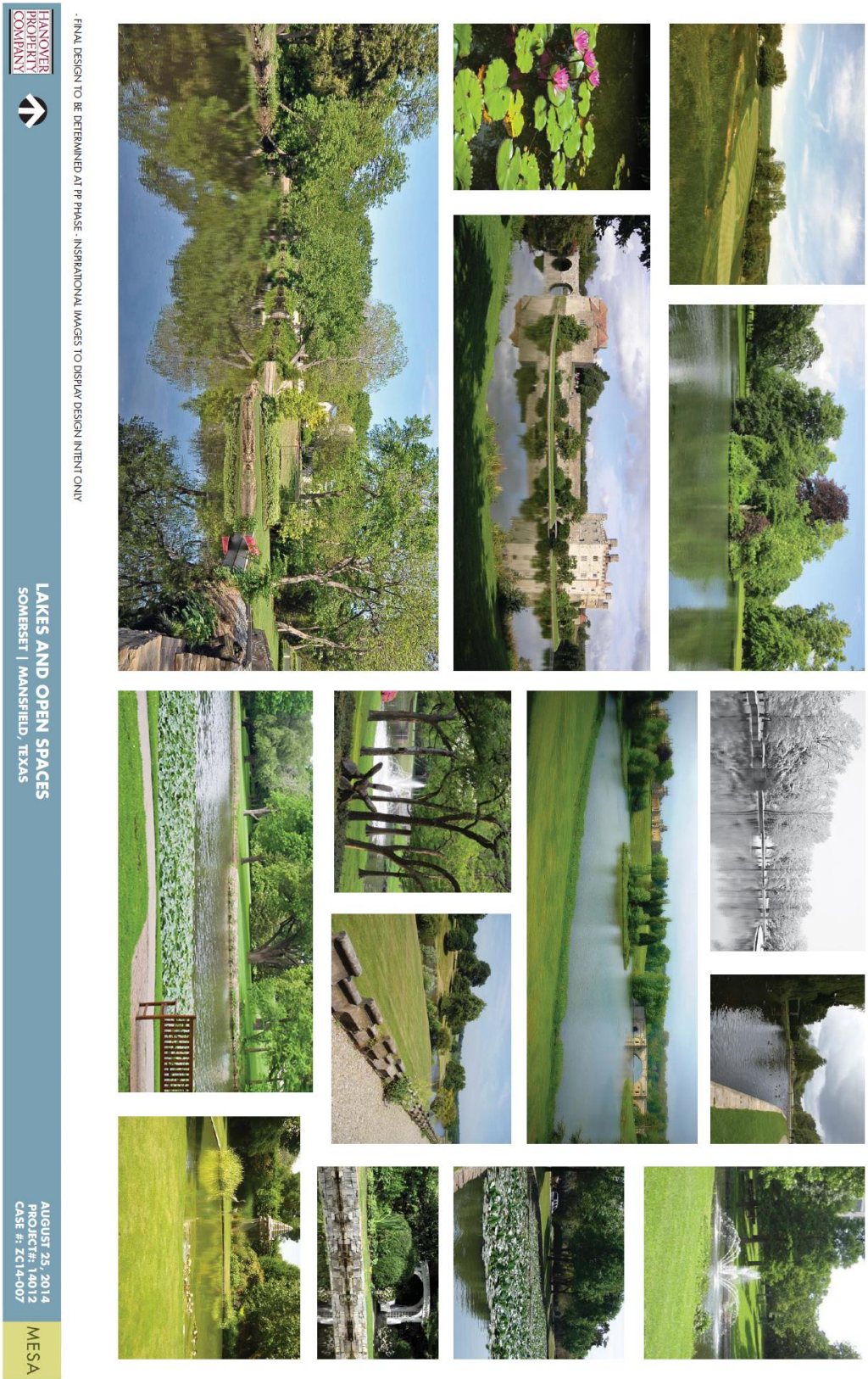


Exhibit D: Open Space and Trails

D-6 Character Example—Follies and Architectural Elements

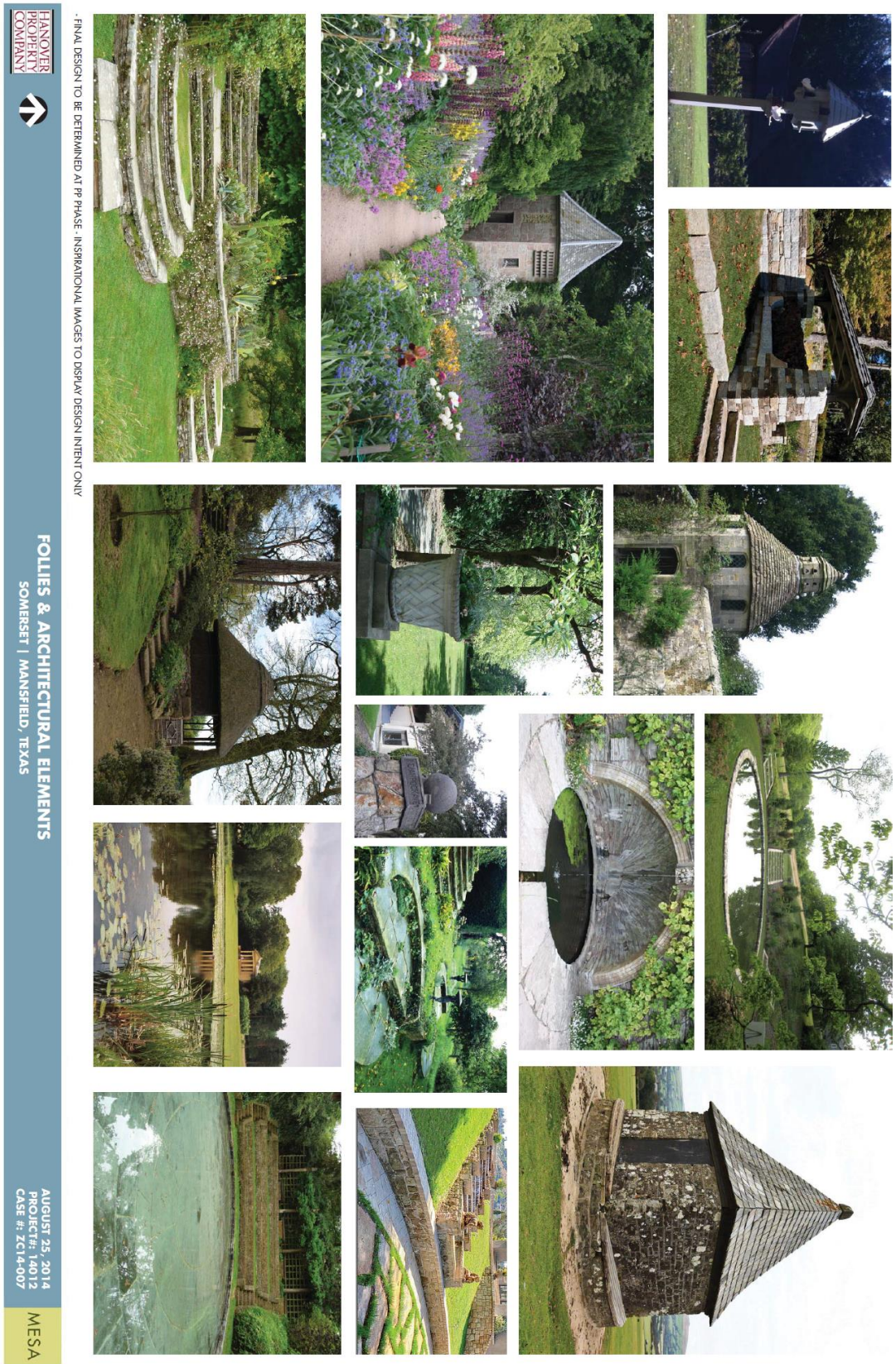


Exhibit D: Open Space and Trails

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

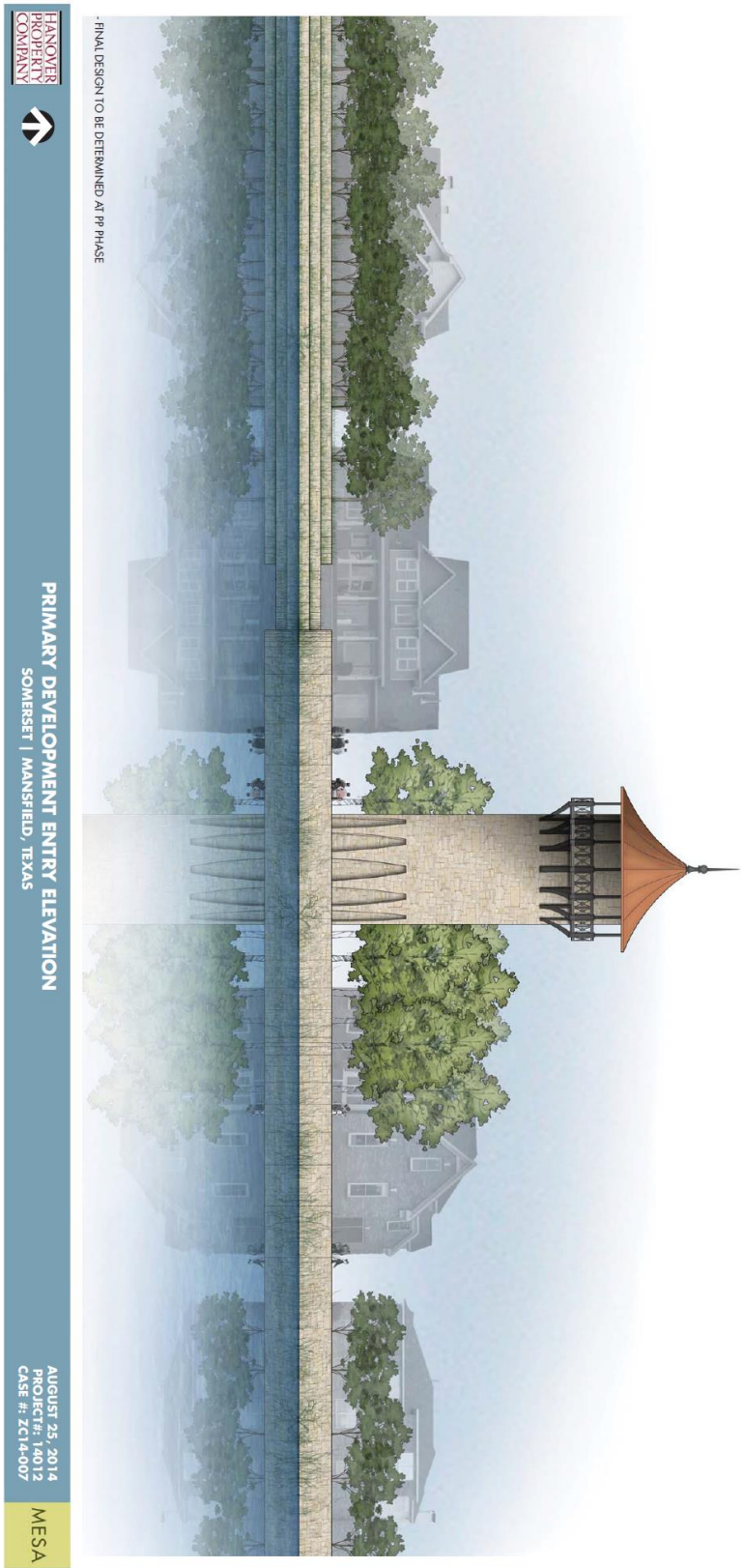


Exhibit E: Entry Features and Signage
E-5 Internal and Secondary Entries
Conceptual Elevation and Character Examples

Exhibit E: Entry Features and Signage
E-5 Internal and Secondary Entries
Conceptual Elevation and Character Examples

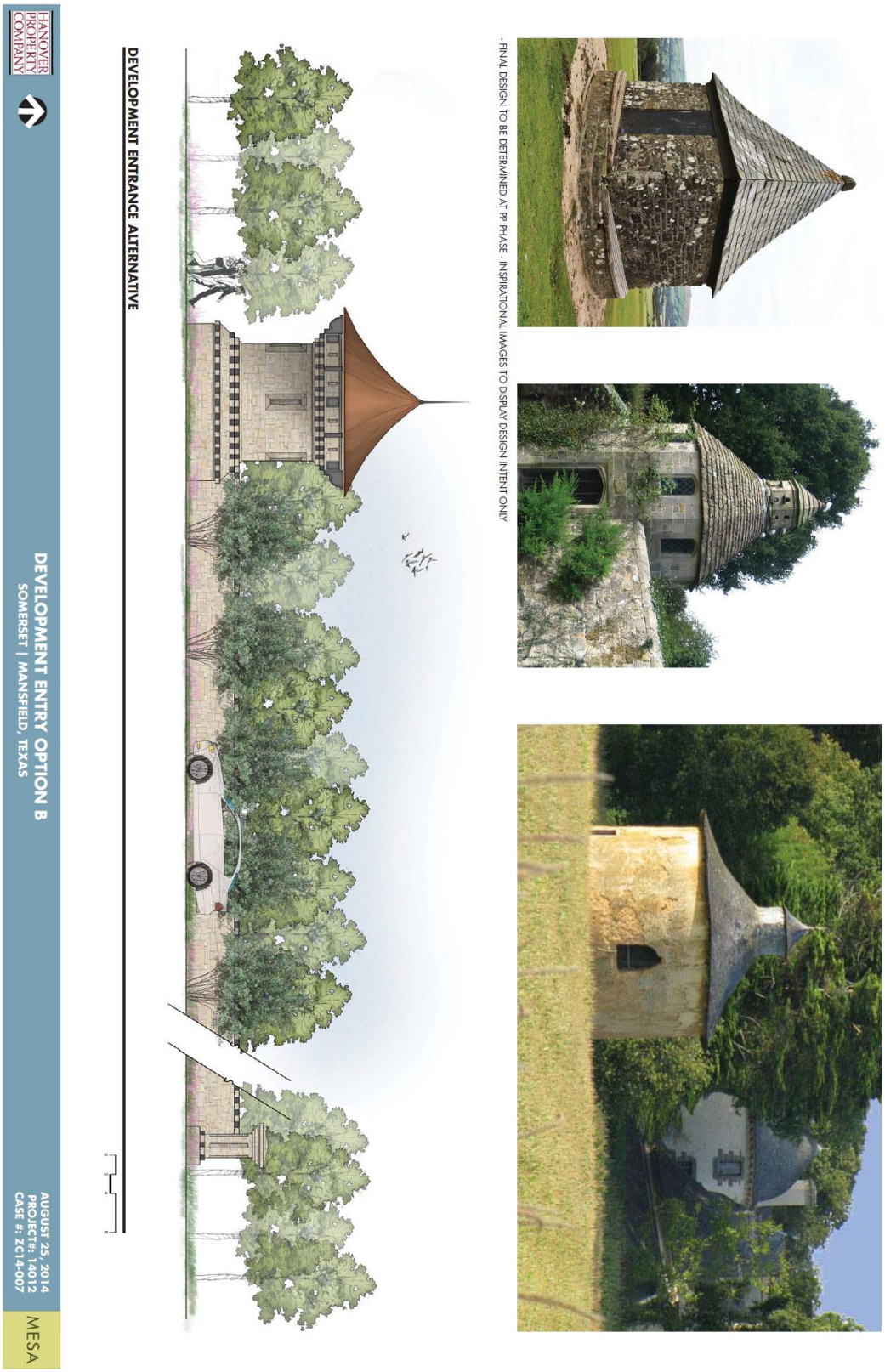


Exhibit F: Neighborhood Entry and Lot Screening

F-1 Option 1

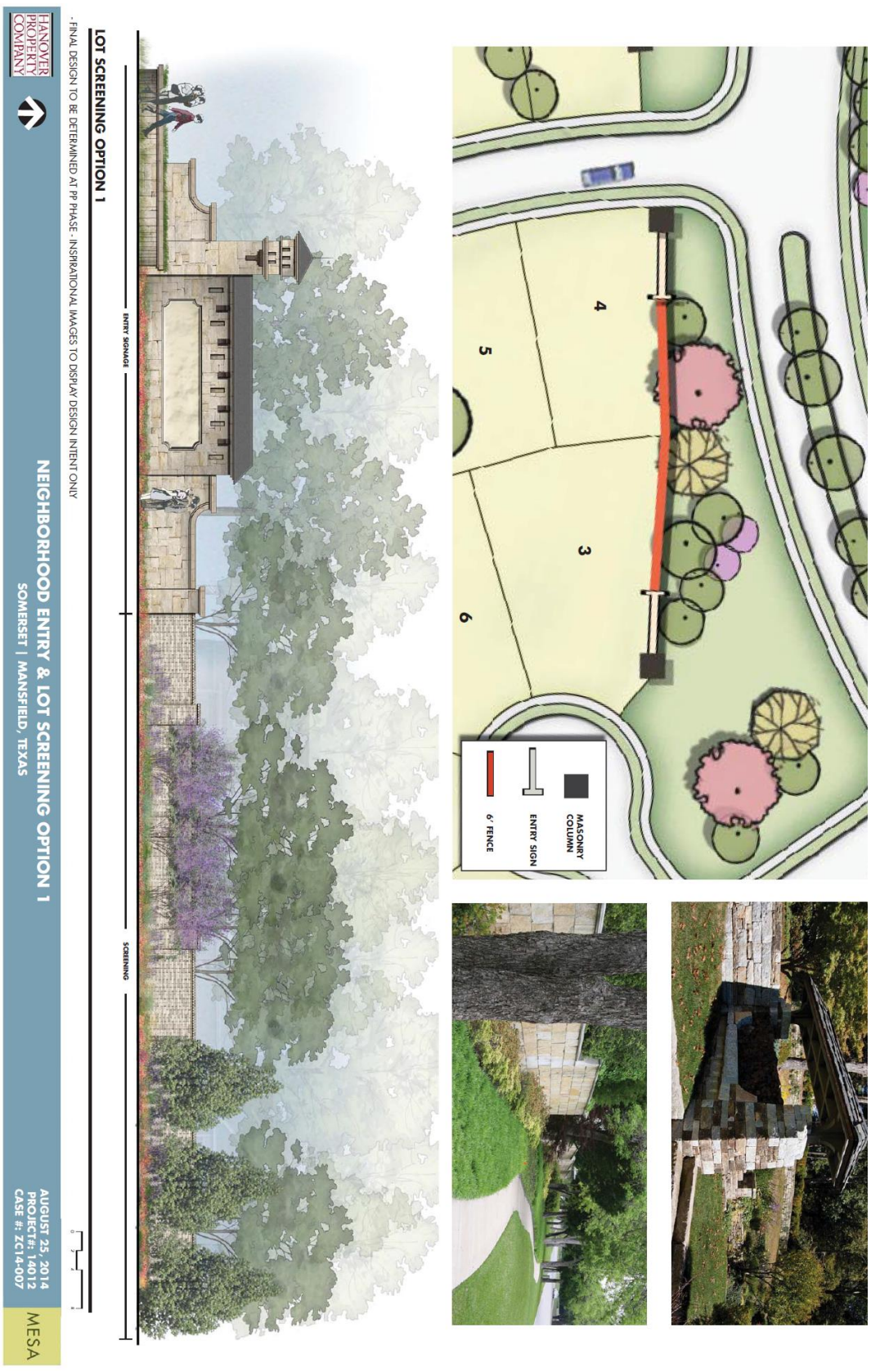


Exhibit F: Neighborhood Entry and Lot Screening

F-2 Option 2

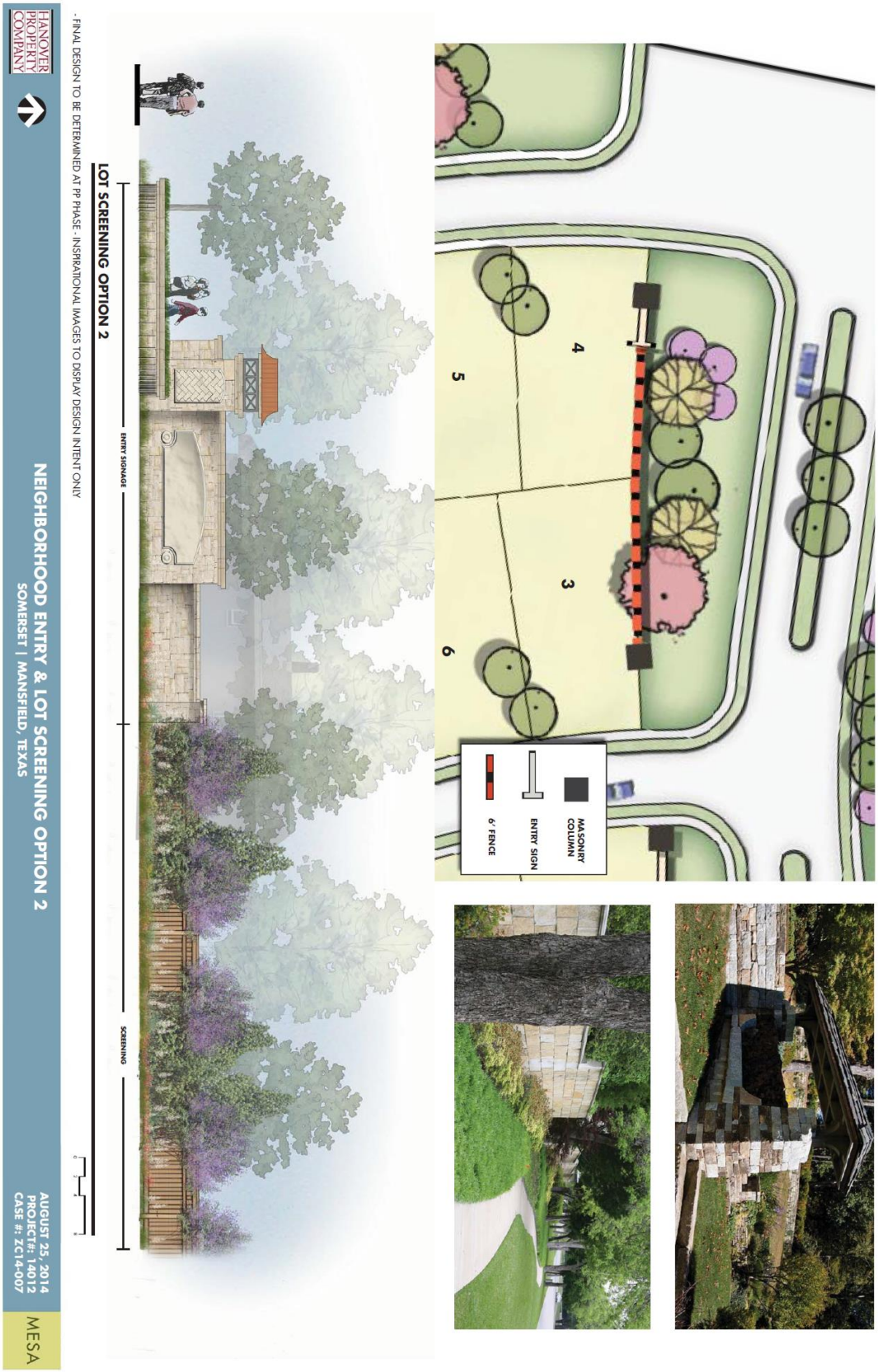
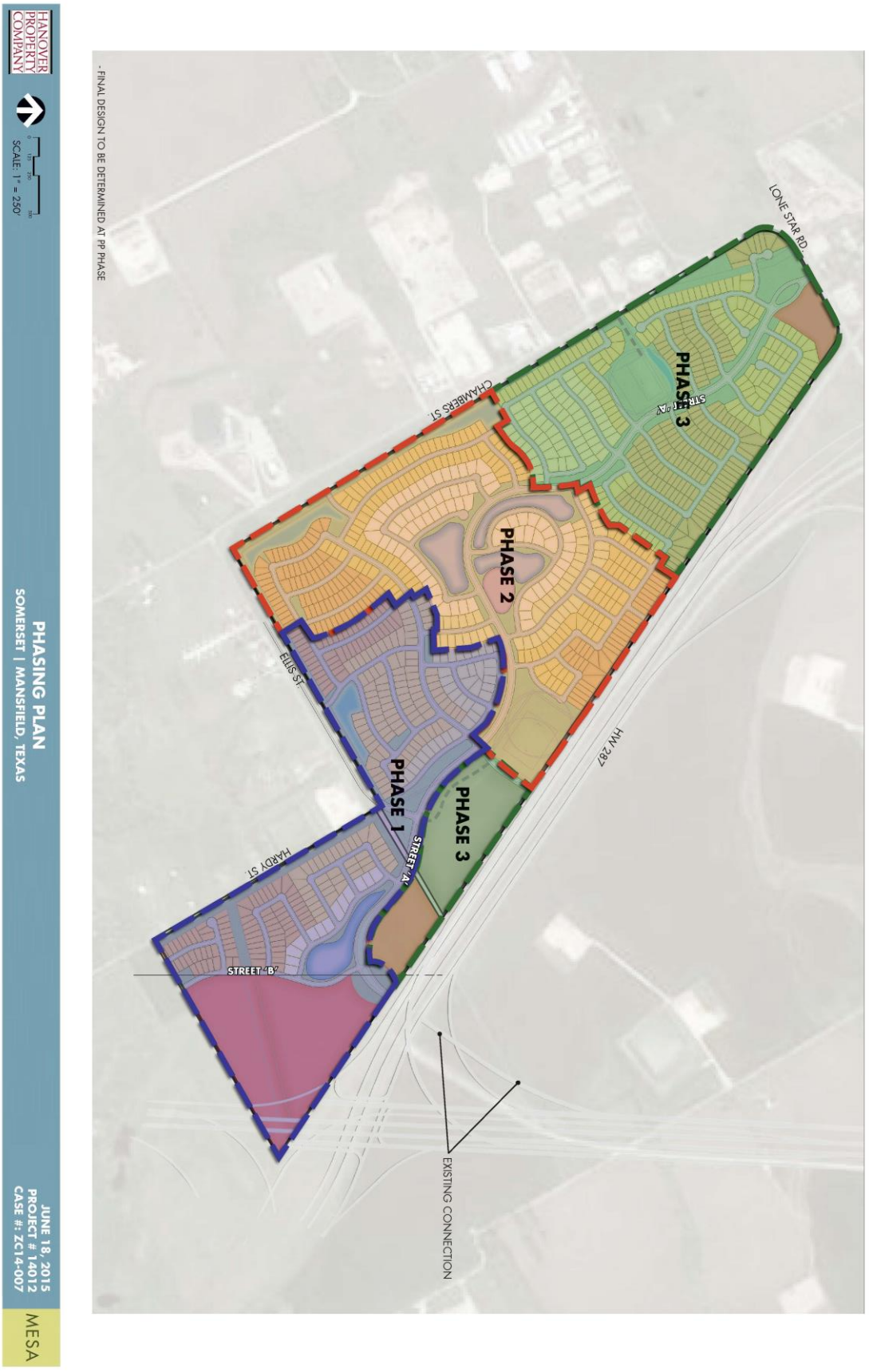


Exhibit G: Phasing Plan



City of Mansfield
Staff Report

Item ID: 26-2237

Agenda Date: June 22, 2026

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

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 Applicant is requesting approval of a Planned Development (PD) consisting of approximately 6.441 acres to allow for commercial development. Uses proposed in this development include a 2-story office building, hotel, and uses consistent with C-2 Neighborhood Commercial uses.

As proposed, the development 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 overall development shares access throughout the development and provides new connections to the US 287 South Frontage Road and to Heritage Parkway through Future Unity Parkway (currently under design).

The 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-mapped floodway.

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
On June 8, 2026, the City Council conducted the first public hearing for ZC26-004 and voted 5-1 to continue the public hearing to June 22nd. During the developer's presentation, a centrally located, shaded passive space was shown between the hotel and retail property.

The Planning and Zoning Commission met on May 21, 2026, and voted 5-1, 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.

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.

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.

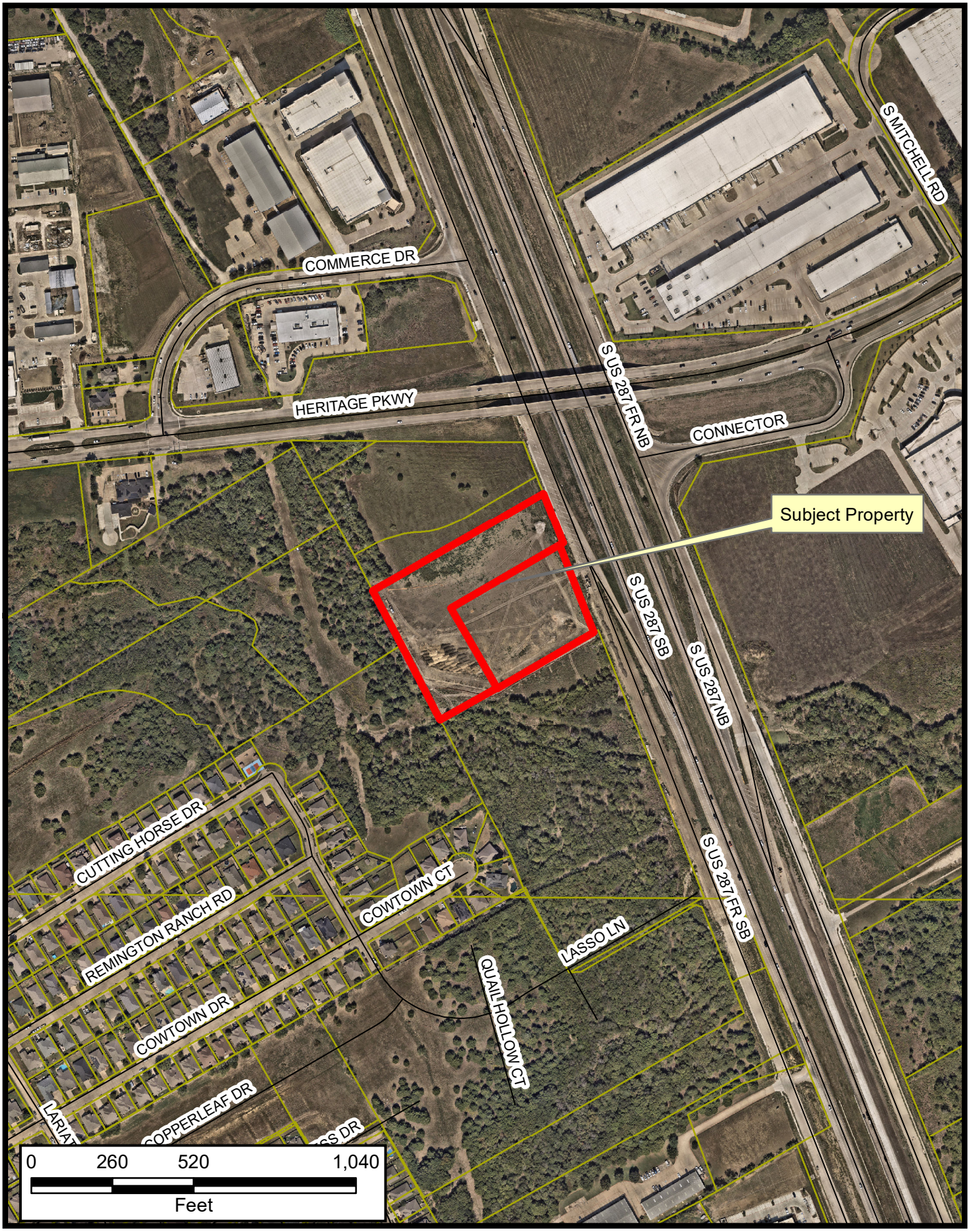
_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

APPROVED AS TO FORM:

_____
Victor Flores, City Attorney

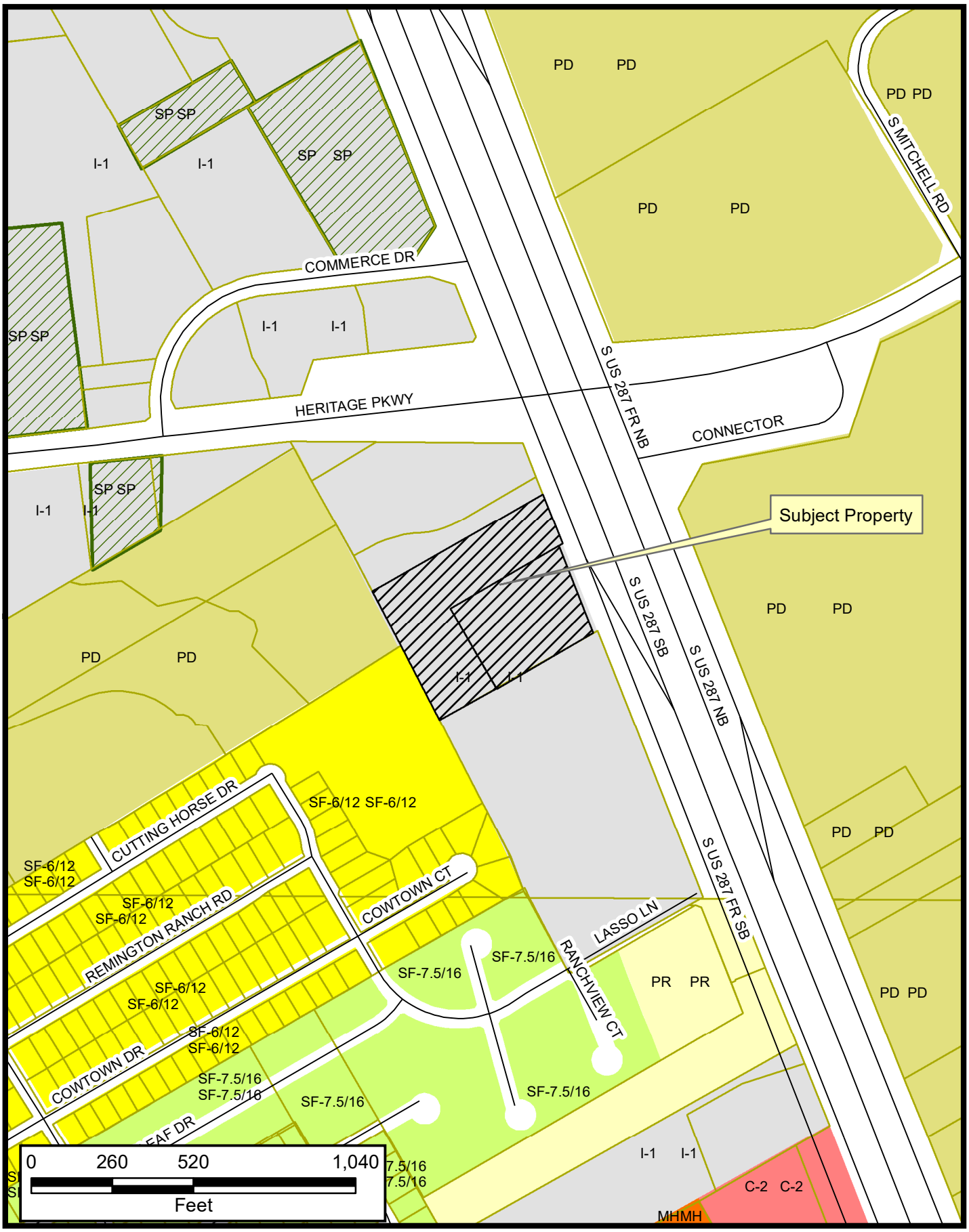


MANSFIELD TEXAS

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.

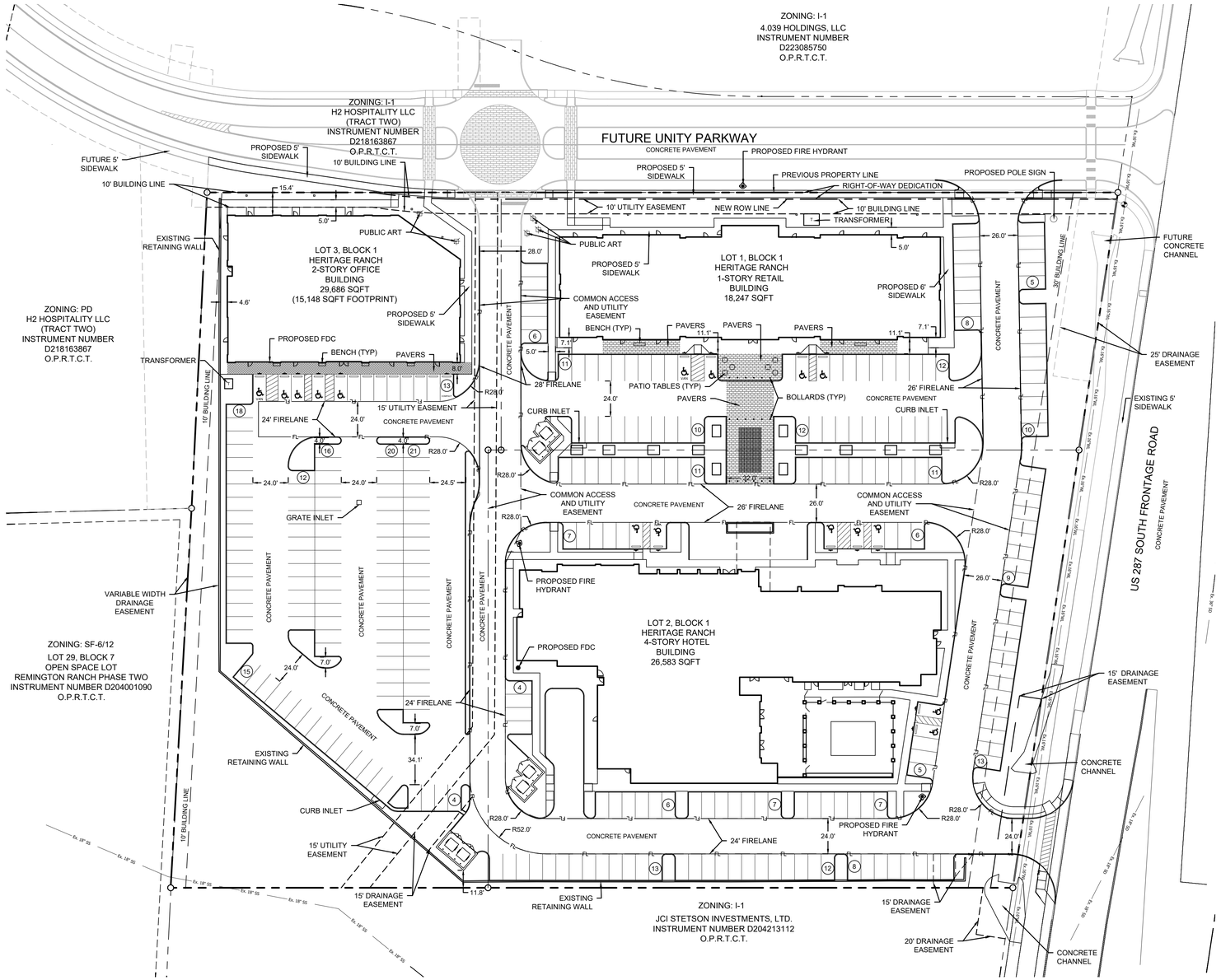
Exhibit C – Development Plan

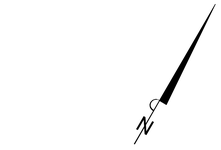
Exhibit C-1 – Passive Space Site Plan – Lot 1

Exhibit C-2 – Passive Space Site Plan – Lot 3

Exhibit C-3 to C-10 – Building Elevations

Exhibit D – Landscape Plan





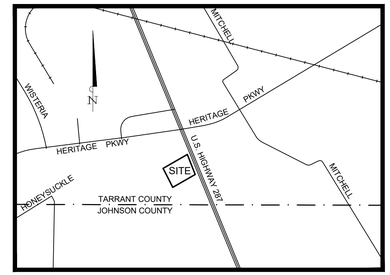
LEGEND

- CONCRETE PAVERS
- ACCESSIBLE PARKING SPACE
- 14 — PARKING COUNT
- FL — FIRE LANE
- PUBLIC ART
- PATIO TABLE
- BENCH
- PROPOSED FIRE HYDRANT

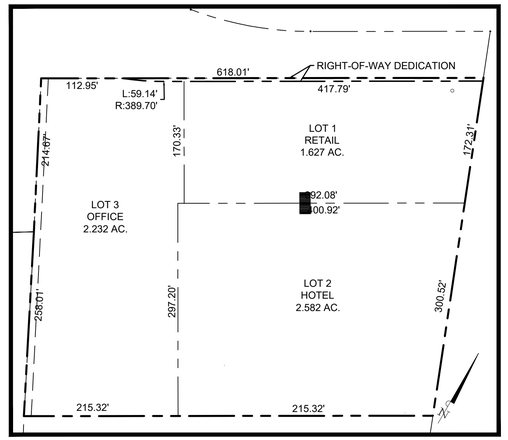
LOT 1 SITE DATA SUMMARY TABLE	
LOT SIZE	1.627 ACRES
BUILDING SQUARE FOOTAGE	18,247 SF
FLOOR AREA RATIO	0.26
PARKING	
RETAIL STORE OR SHOPS RATIO	1 SPACE TO 250 SQ. FT. OF FLOOR AREA FOR THE FIRST 3,000 SQ. FT. THERE AFTER 1 SPACE FOR EACH ADDITIONAL 300 SQ. FT.
NO. OF PARKING REQUIRED	64 SPACES
NO. OF 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.

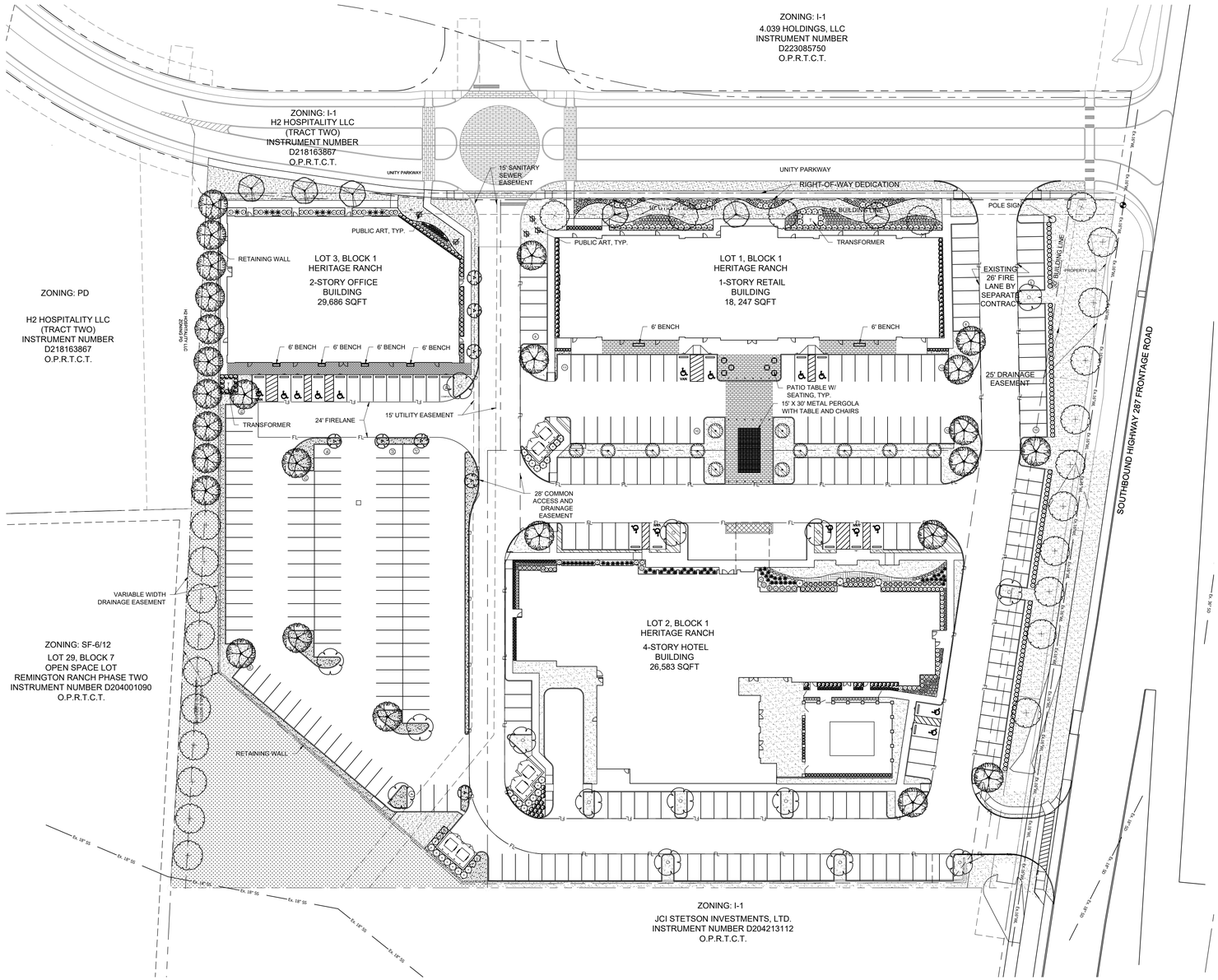
EXHIBIT "C"
DEVELOPMENT PLAN
HERITAGE RANCH

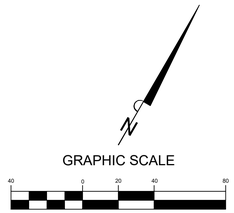
LOTS 1-3, BLOCK 1
6.441 acres out of the John Robertson Survey, Abstract Number 1317
City of Mansfield, Tarrant County, Texas
Date Prepared: June 1, 2026
3 LOTS

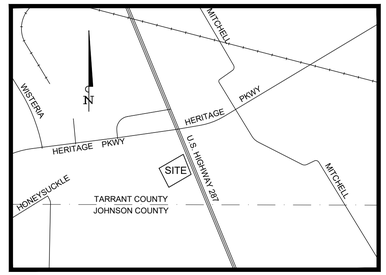
OWNER/DEVELOPER:
6.44 HOLDINGS LLC
CONTACT: BRIAN BERRY
3502 RIDGE ROAD A-120
ROCKWALL, TX 75032
469-583-5976

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

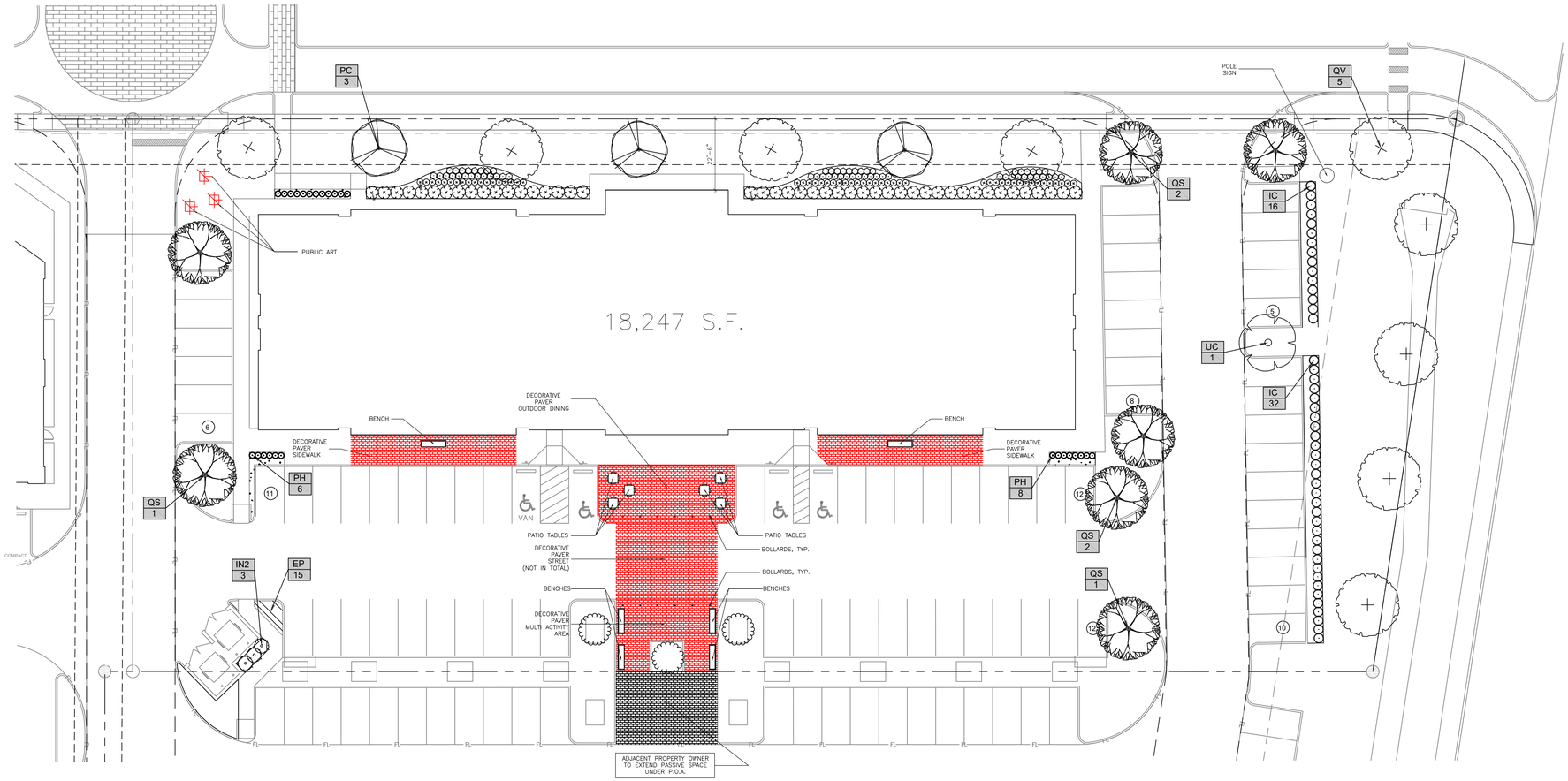
OWNER/DEVELOPER:
6.44 HOLDINGS LLC
CONTACT: BRIAN BERRY
3502 RIDGE ROAD A-120
ROCKWALL, TX 75032
469-583-5976

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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750 E. Interstate 30
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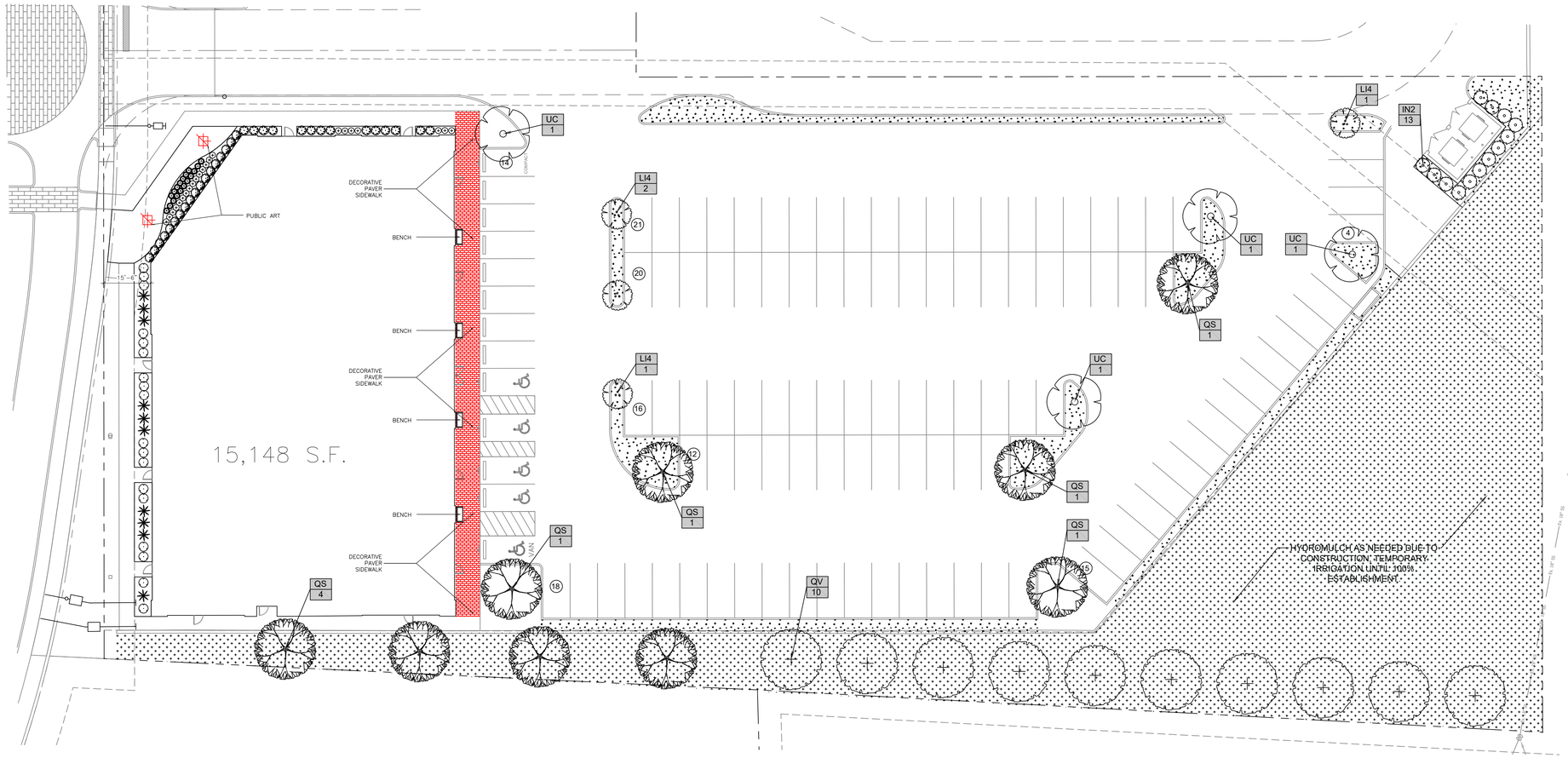
f: 972.732.8058

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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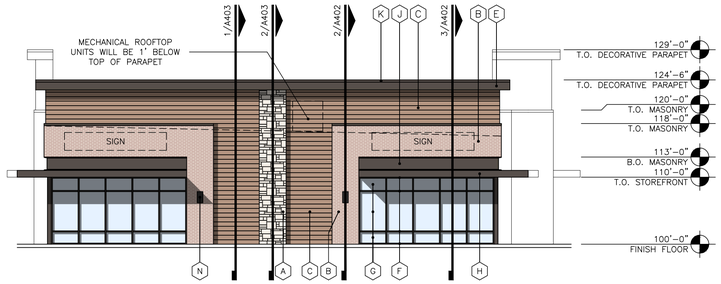
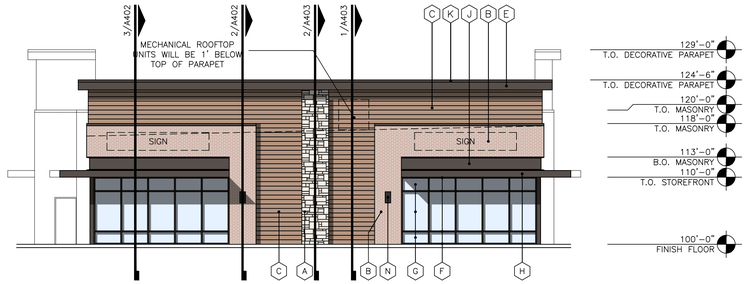
PASSIVE SPACE SITE PLAN 1

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"



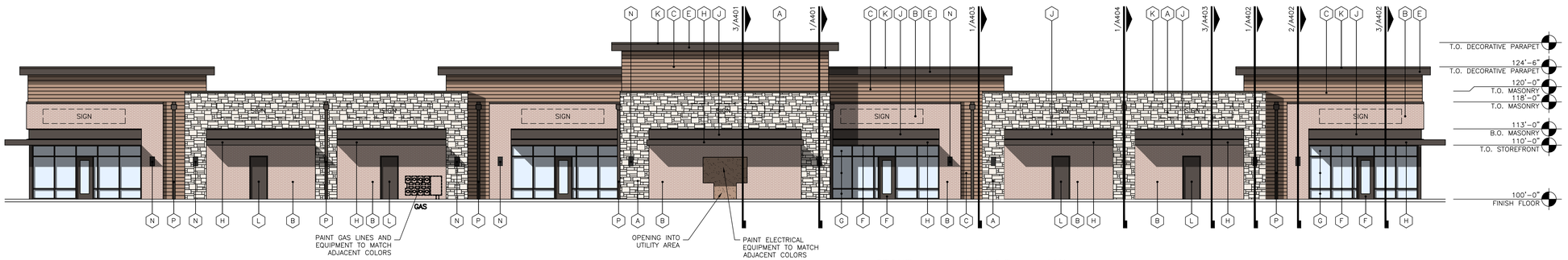
STONE	-	92 S.F.	-	8%
BRICK	-	340 S.F.	-	29%
WOOD	-	564 S.F.	-	47%
MTL. FASCIA	-	191 S.F.	-	16%
TOTAL	-	1,187 S.F.	-	100%

3 SIDE ELEVATION - WEST
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE

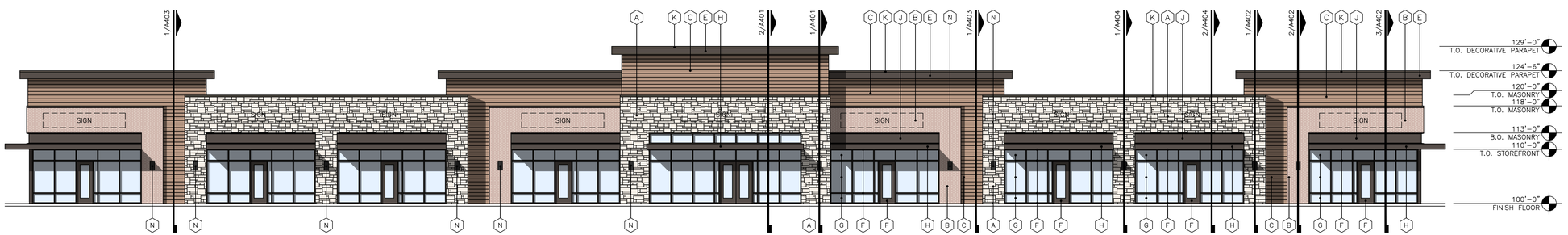
- (A) NATURAL STONE: (4) SIDED CUT STONE W/ RANDOM SIZE WIDTHS AND HEIGHTS, COLOR – WHITE BUFF
- (B) BRICK VENEER: ACME, COLOR –
- (C) HARDIE SIDING & TRIM, COLOR –
- (D) FIELD STUCCO 3–COAT SYSTEM W/ EIFS FINISH TEXTURE – FINE, COLOR – MATCH SIDING
- (E) CONTINUOUS METAL CORNICE COLOR – DARK BRONZE
- (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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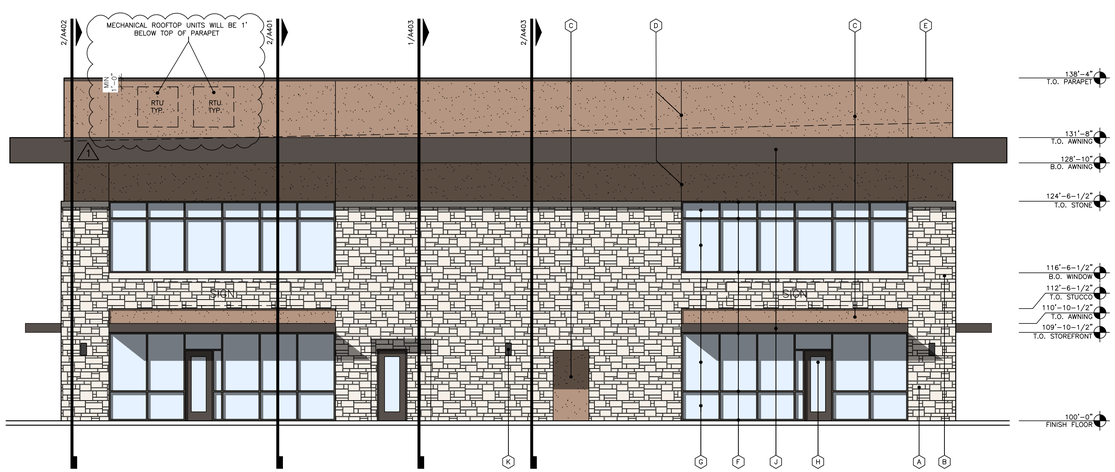
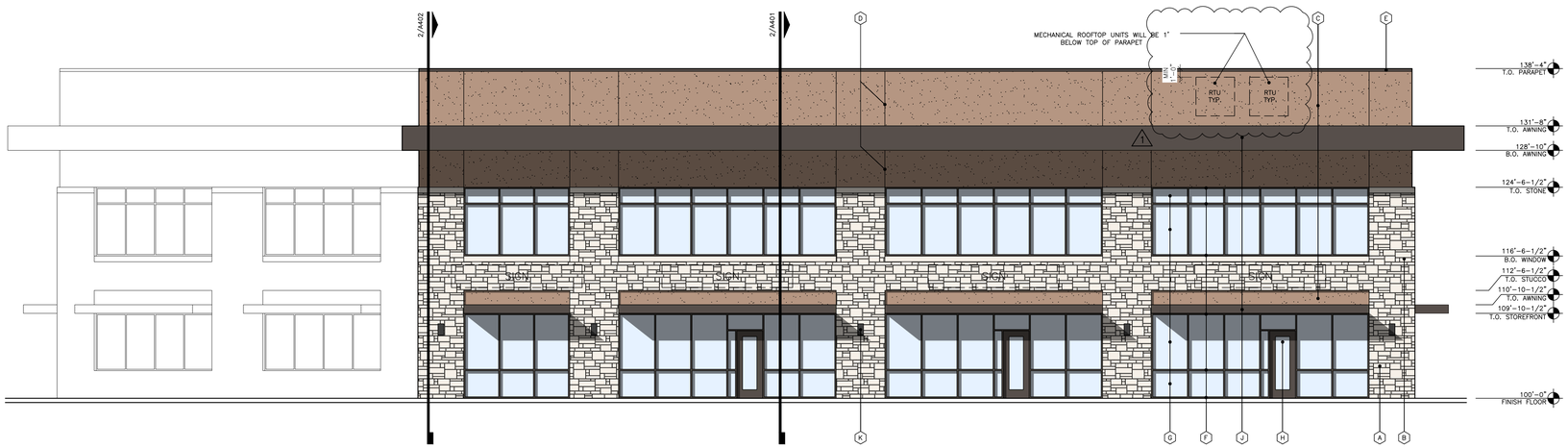
ARTICULATION EXTERIOR ELEVATIONS 1

DATE: OCT 2025
SHEET NO: A501.1 1
PROJECT NO: 2025039
DRAWN BY: GL
CHECKED BY:



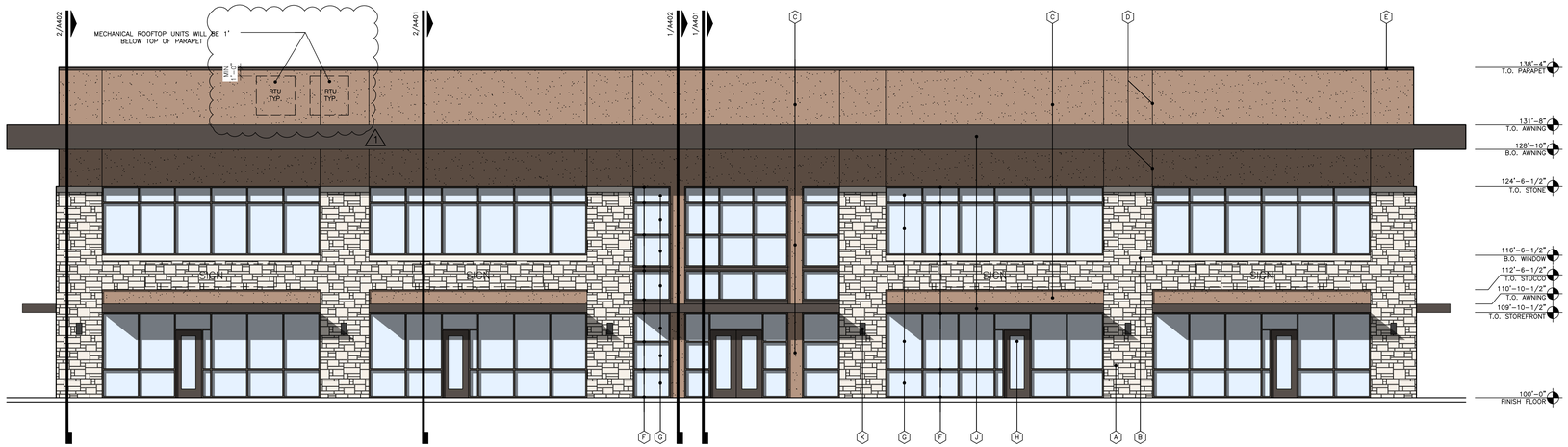
STONE	-	1,352 S.F.	-	48%
STUCCO	-	1,140 S.F.	-	41%
MTL. FASCIA	-	315 S.F.	-	11%
TOTAL	-	2,807 S.F.	-	100%

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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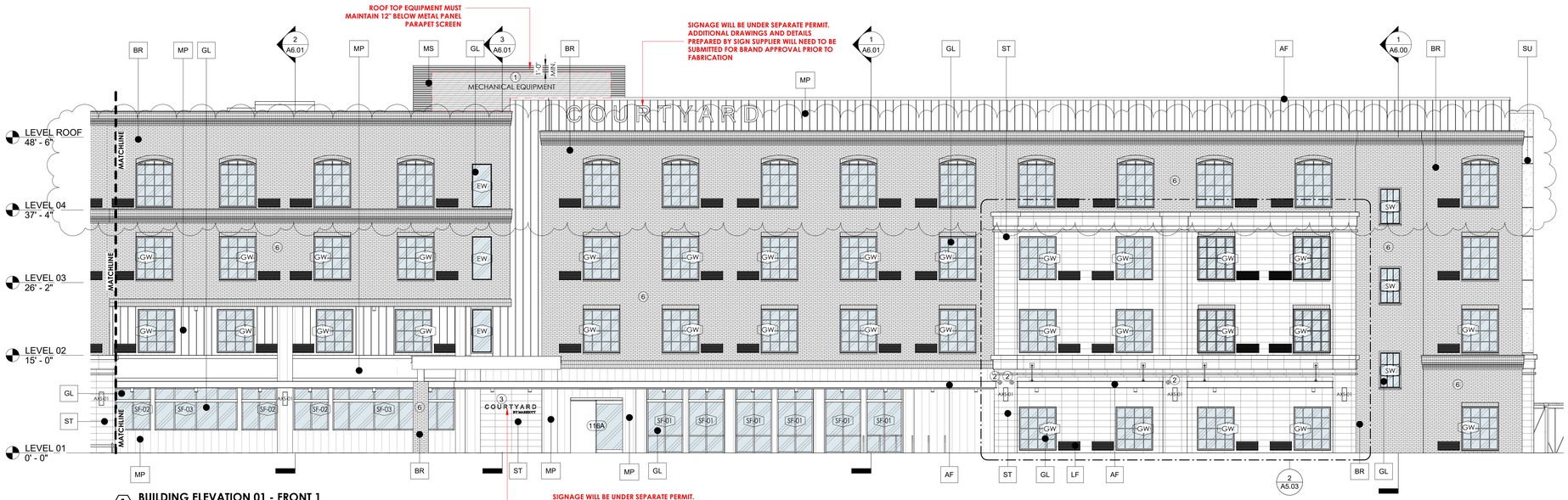
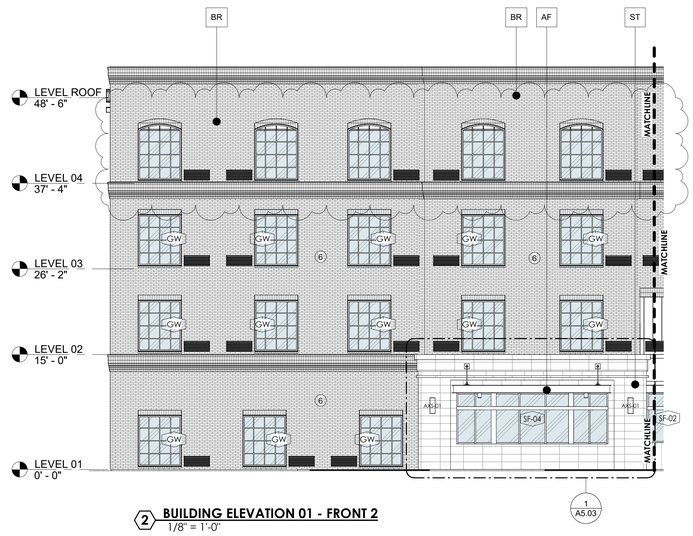
EXTERIOR ELEVATIONS

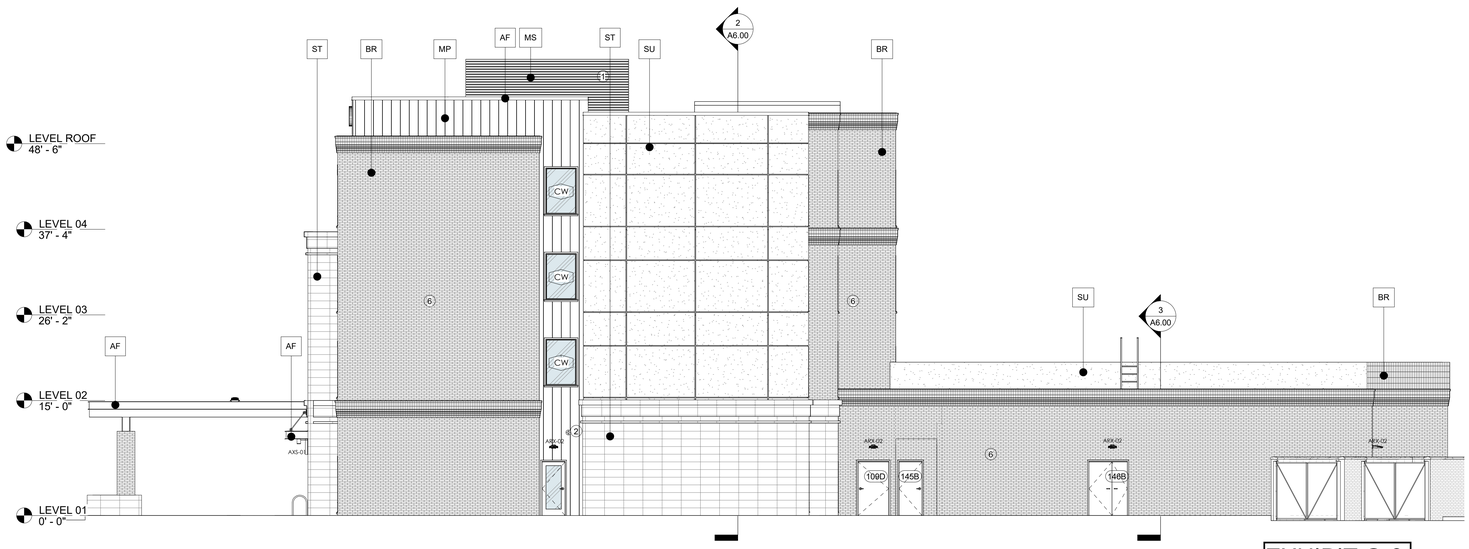
DATE: SEP 2025
PROJECT NO: 2025040
DRAWN BY: GL
CHECKED BY:
SHEET NO: A502 (1)



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
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- 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

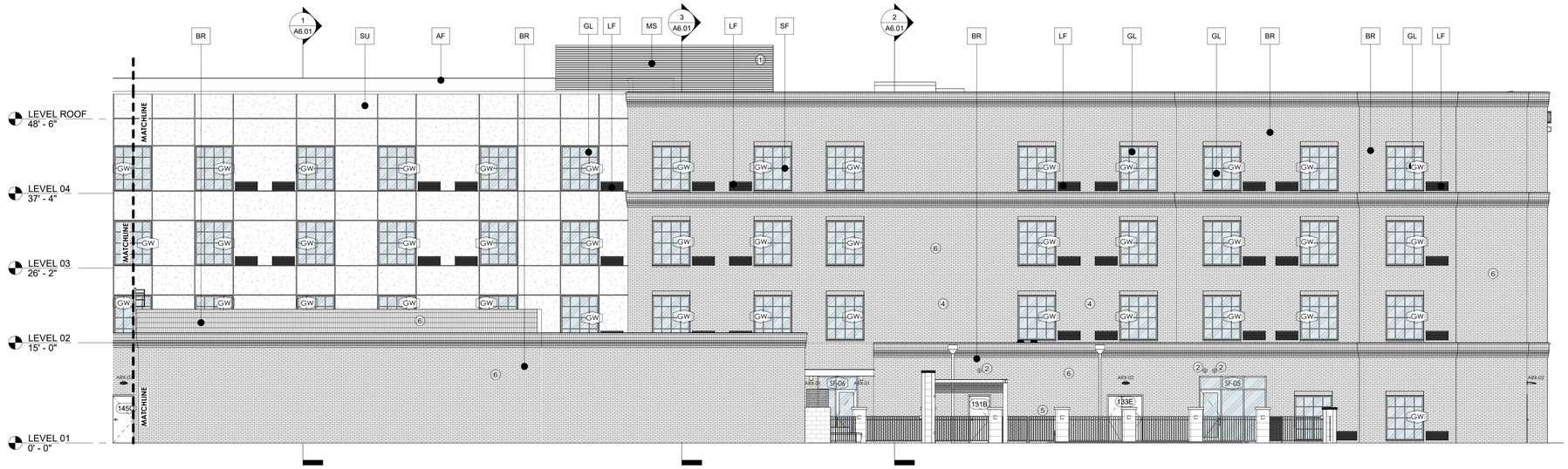
ISSUED FOR
PERMIT

#	Revision	Date
1	CITY COMMENTS	FEBRUARY 2026

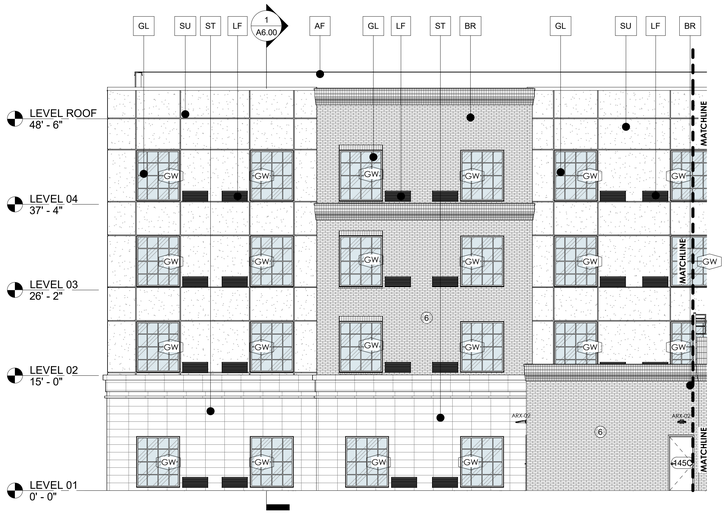
SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.00

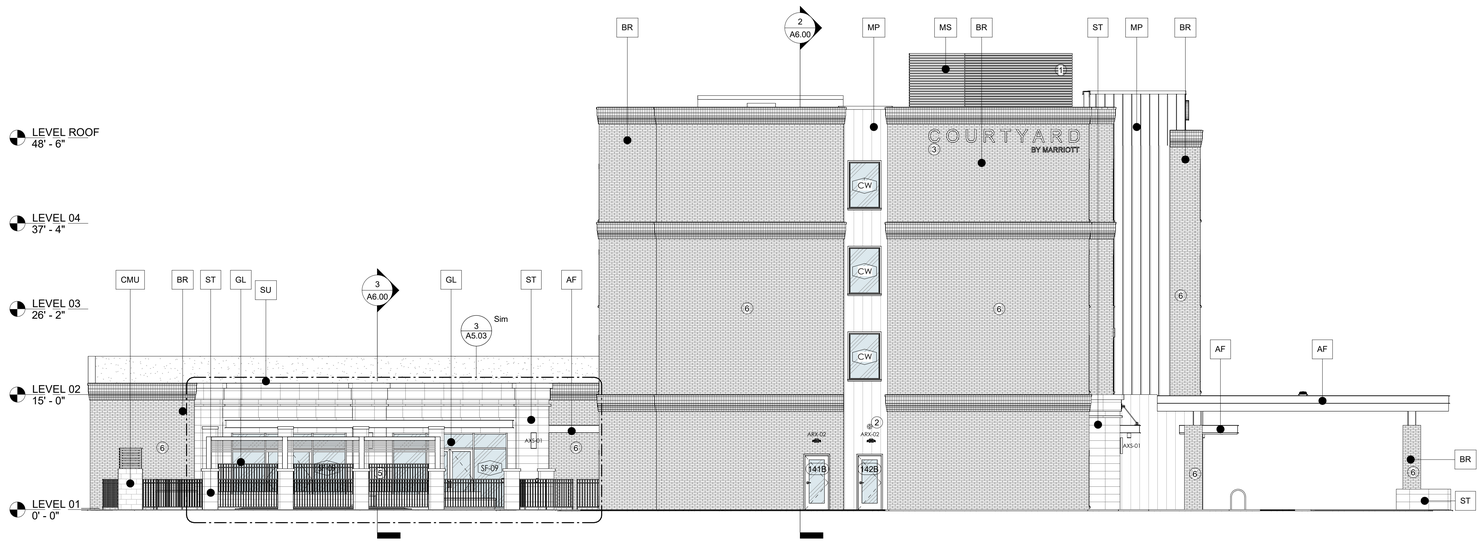
REGISTERED ARCHITECT D. HAYES HINKLE 26067 STATE OF TEXAS 5/7/2026 4:55:51 PM



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
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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

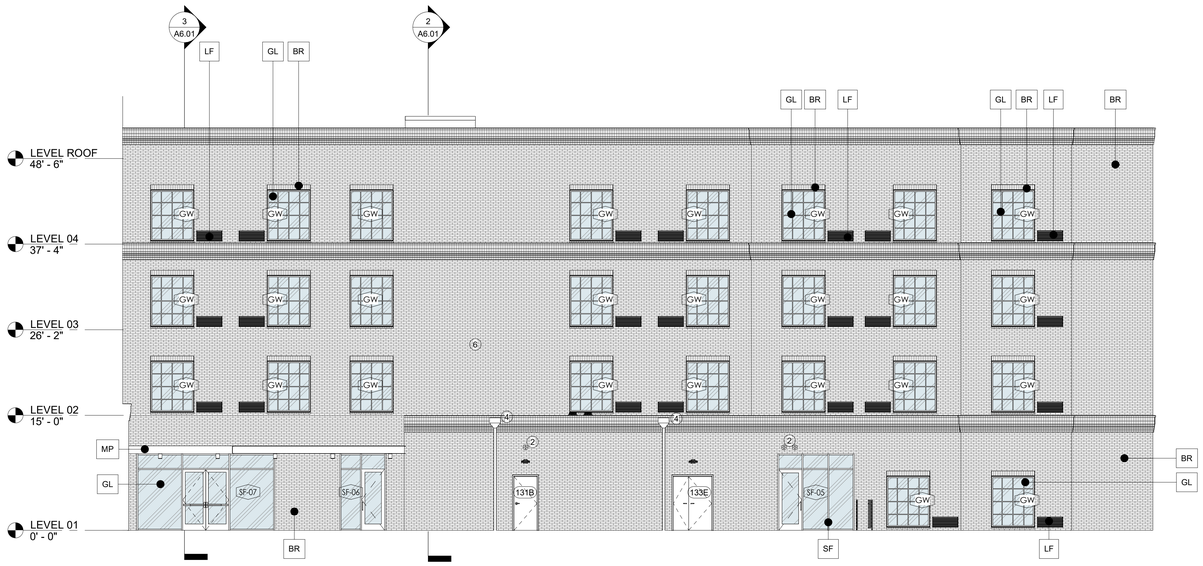
ISSUED FOR
PERMIT

#	Revision	Date

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.01

REGISTERED ARCHITECT
D. HAYES HINKLE
26067
STATE OF TEXAS
5/7/2025 2:55:54 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
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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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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

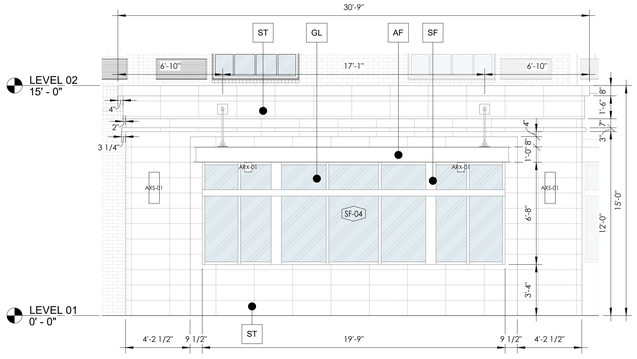
ISSUED FOR
PERMIT

#	Revision	Date

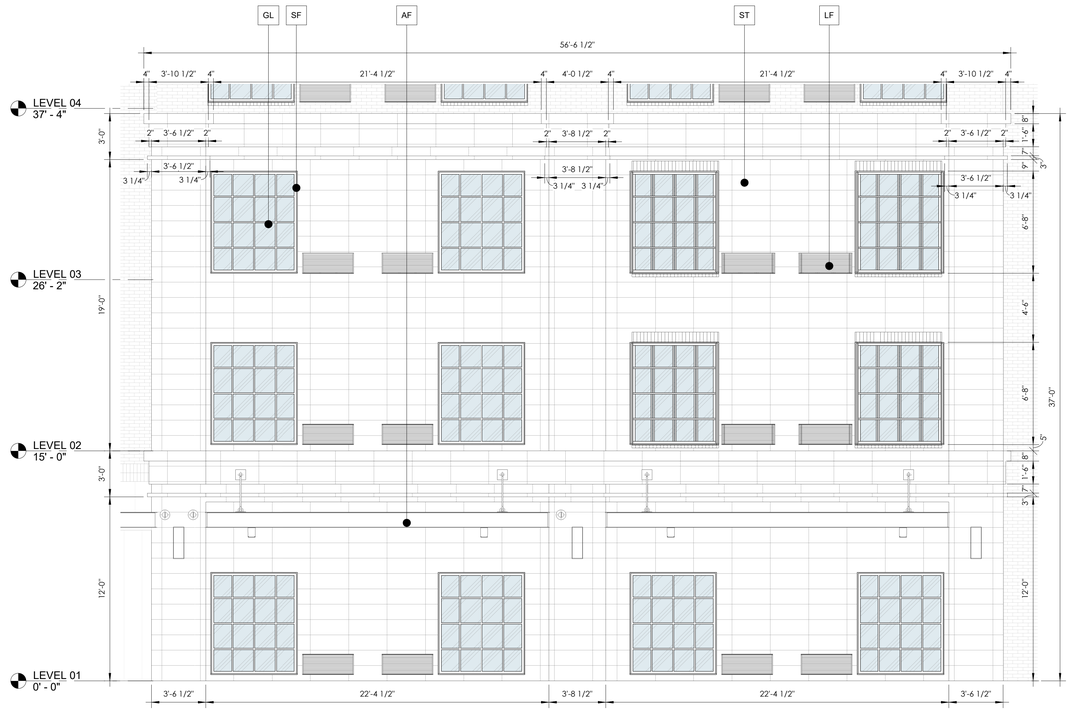
SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A5.02

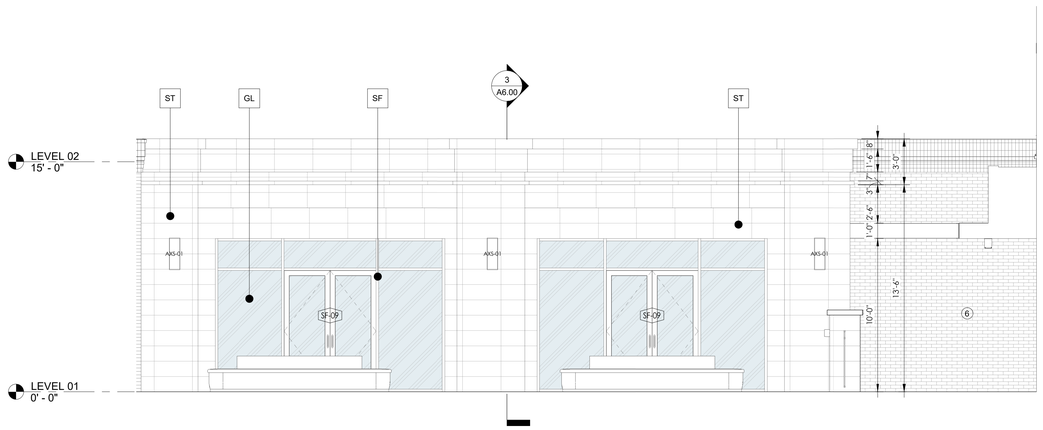
REGISTERED ARCHITECT
D. HAYES HINKLE
26067
STATE OF TEXAS
4/7/2025 3:55:56 PM



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
MP	MAC METAL - MS 1 MODULAR - ONYX BLACK
LF	LOUVER FINISH - DARK BRONZE TO MATCH STOREFRONT
AF	ALUMINUM PARAPET FLASHING TO MATCH STOREFRONT
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SP	SPANDREL

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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
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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

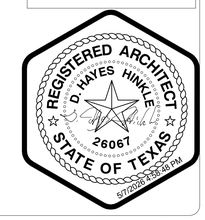
ISSUE DATE
28 APRIL 2025

ISSUED FOR
PERMIT

#	Revision	Date

SHEET NAME
ENLARGED BUILDING ELEVATIONS

SHEET NUMBER
A5.03



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

ISSUED FOR
PERMIT

#	Revision	Date

SHEET NAME
GENERAL BUILDING VIEWS

SHEET NUMBER
A5.04

REGISTERED ARCHITECT
D. HAYES HINKLE
26067
STATE OF TEXAS
6/7/2025 3:55:05 PM

City of Mansfield
Staff Report

Item ID: 26-2378

Agenda Date: June 22, 2026

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

Description/History
East Broad Street is one of the City's primary east-west arterial corridors and serves as a critical transportation route for residents, businesses, schools, and regional traffic throughout Mansfield. The corridor currently carries approximately 27,700 vehicles per day and experiences recurring congestion associated with commuter traffic, school-related traffic, and numerous commercial access points. As traffic volumes continue to increase, improvements to roadway capacity, operations, and supporting infrastructure have been identified as a priority within the City's transportation network.

The East Broad Street Improvements Project extends from Mansfield High School to Holland Road and includes full-width roadway reconstruction, drainage improvements, water system adjustments, traffic signal enhancements, roadway lighting, landscaping, and additional travel lane capacity. Upon completion, the corridor will provide an ultimate six-lane roadway designed to improve mobility, enhance safety and intersection operations, and accommodate existing and future traffic demand. Landscaping and illumination improvements are also incorporated to align with the City's Primary Corridor Median and Parkway Design Guidelines. The project is included in the 2022 Roadway Capital Improvement Plan.

Due to the importance of maintaining access and mobility along the corridor, construction will be phased to minimize impacts to residents, businesses, schools, and the traveling public throughout the duration of the project.

For procurement of the project, the City utilized a Competitive Sealed Proposal process using a best-value selection methodology. This procurement approach allows the City to evaluate factors beyond cost alone, including project schedule, traffic management strategies, contractor experience, project approach, and key personnel qualifications. Given the complexity of the project and the importance of maintaining mobility along a heavily traveled corridor, staff determined that a best-value selection process would provide the greatest opportunity to identify the proposal that offers the highest overall value to the City.

Evaluation criteria were weighted as follows: proposed contract amount (50%), project schedule and communication plan, including traffic management strategies and critical milestones (25%), similar project experience and quality of services (15%), and qualifications of key personnel (10%). Proposals were evaluated and scored based on the aggregate weighted criteria to establish an overall ranking.

Proposals were publicly opened on May 20, 2026. The City received five responsive proposals ranging from approximately $13.5 million to $17.6 million. A selection committee consisting of four City staff members and one representative from the City's engineering consultant evaluated each proposal, conducted reference checks, and scored submissions in accordance with the established evaluation criteria. The receipt of five competitive proposals within a relatively narrow range provided confidence that the pricing received reflects current market conditions and the project scope.

In addition to cost, significant consideration was given to project schedule, construction sequencing, traffic management, and each contractor's demonstrated ability to successfully deliver complex roadway projects while maintaining traffic operations and minimizing impacts to the public. These factors were particularly important given the corridor's traffic volumes and its role as a major transportation route within the City.

Following the evaluation process, The Fain Group received the highest overall ranking. Although The Fain Group's proposal of $15,273,221 was not the lowest proposal received, it achieved the highest overall score based on the City's adopted evaluation criteria. The proposal demonstrated strong qualifications, relevant experience on similar corridor reconstruction projects, a comprehensive traffic management approach, and a project schedule that closely aligned with the City's objectives for maintaining mobility throughout construction. As part of the evaluation, proposers received scoring consideration for key project milestones, including opening the roadway to traffic. The Fain Group proposed opening traffic approximately five months earlier than the lowest proposer, reducing the duration of construction-related impacts and providing a significant benefit to residents, businesses, schools, and the traveling public along the corridor.

The Fain Group's proposal is approximately $783,221 above the Engineer's Opinion of Probable Construction Cost of $14.49 million. Based on the evaluation results, staff determined that The Fain Group's proposal provides the best overall value to the City when considering cost, qualifications, project approach, schedule, delivery risk, and anticipated performance. Accordingly, staff recommends award of the construction contract for the East Broad Street Improvements Project to The Fain Group, LLC, in the amount of $15,273,221. The total requested project authorization of $17,109,019 includes the construction contract, construction materials testing services ($130,431.85), survey staking services ($150,000), and a 10 percent contingency to address unforeseen conditions and construction-related changes during construction.

Construction is anticipated to begin in Summer 2026 and is expected to reach substantial completion in Spring 2028.

Strategic Initiative
Improve City Wide Mobility

Recommendation
Engineering Staff recommends approval of the Resolution. This project will increase roadway capacity along one of the City's primary east-west corridors, improve traffic operations and intersection efficiency, enhance safety for motorists and pedestrians, and address aging roadway, drainage, and utility infrastructure. The improvements will support continued growth and development within the corridor while improving mobility for residents, businesses, schools,

and regional traffic throughout the area.

The Director of Engineering Services will attend the meeting to answer Council's questions regarding the proposed contract award and project. A resolution is attached for Council's consideration.

Funding Source
The funding source will be from the Street Bond Fund and Utility Fund.

Prepared By
Bryan Ahumada, Capital Projects Supervisor - (817) 276-4208

RESOLUTION NO. _____

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

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 sealed proposals for the construction of the East Broad Street Improvements (Mansfield High School to North Holland Road); and,

WHEREAS, all proposals were received, opened and publicly read aloud on May 20, 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 proposals received, City staff believes that the "Best Value" bid is that of The Fain Group, LLC; and,

WHEREAS, funding for this contract is available from the Street Bond Fund & 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 The Fain Group, LLC., in an amount not to exceed Sixteen Million Eight Hundred Thousand Five Hundred Forty-Three and 10/100 dollars ($16,800,543.10) for construction of the East Broad Street Improvements (Mansfield High School to North Holland

Road).

SECTION 3.

A Professional Services Contract with Brittain & Crawford, LLC in an amount not to exceed One Hundred Sixty-Five Thousand and 00/100 dollars ($165,000.00) for surveying of the East Broad Street Improvements (Mansfield High School to North Holland Road).

SECTION 4.

A Professional Services Contract with Raba Kistner, Inc. in an amount not to exceed One Hundred Forty-Three Thousand Four Hundred Seventy-Five and 90/100 dollars ($143,475.90) for construction material testing of the East Broad Street Improvements (Mansfield High School to North Holland Road).

SECTION 5.

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

SECTION 6.

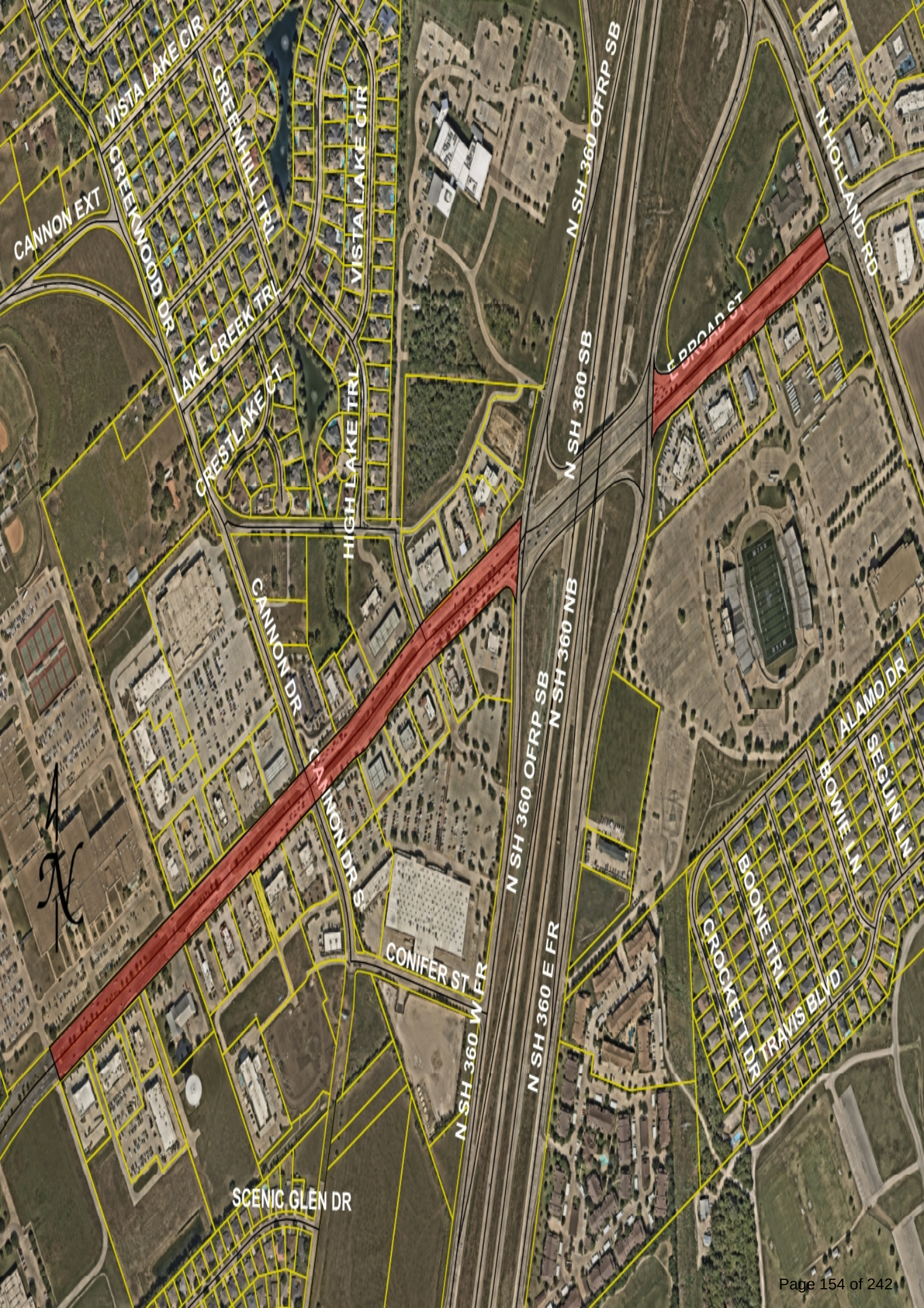
This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 22ND DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary


VISTA LAKE CIR
GREENHILL TRL
CREEKWOOD DR
CANNON EXT
LAKE CREEK TRL
CRESTLAKE CT
VISTA LAKE CIR
HIGH LAKE TRL
N SH 360 OFRP SB
N SH 360 SB
E BROAD ST
N HOLLAND RD
CANNON DR
CANNON DR S
N SH 360 OFRP SB
N SH 360 NB
ALAMO DR
SEGUIN LN
BOWIE LN
BOONE TRL
CROCKETT DR
TRAVIS BLVD
CONIFER ST
N SH 360 W FR
N SH 360 E FR
SCENIC GLEN DR

Kimley»Horn

June 8, 2026

Mr. Bryan Ahumada, P.E.
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

RE: ***Proposal Results***
East Broad Street Improvements – Mansfield High School to North Holland Road
City Bid No. 2026-40-10-03
KH No. 061088081

Dear Bryan:

On May 20, 2026, the City of Mansfield received proposals for the East Broad Street Improvements project. East Broad Street is a fully developed corridor that carries a high volume of traffic. Because of the project's complexity, the City chose to procure it through a competitive sealed proposal process rather than a low-bid method. This approach allowed the City to select the contractor that offered the best value based on overall qualifications, not just price.

The proposals were evaluated and scored on the following criteria which was published with the request for proposals:

1. Proposed Contract Price - 50 points
2. Qualifications of Key Project Personnel – 10 points
3. Similar Project Experience and Quality of the Bidder's Goods and Services– 15 points
4. Detailed Schedule and Communication Plan – 25 points

The following proposals were received and scored:

Contractor	*Proposal Price*	*Working Days to Substantial Completion*	*Overall Score*
Reliable Paving, Inc.	$13,539,489.00	430	82.8
Grey Sky Construction, LLC	$13,803,502.50	Not Listed	52.8
The Fain Group LLC.	**$15,273,221.00**	**330**	**88.8**
SYB Construction Co. Inc.	$17,556,268.56	400	76.1
Ed Bell Construction Co.	$17,855,243.00	330	78.4

The evaluation committee consisted of five individuals: four members of City of Mansfield staff and one representative from Kimley-Horn and Associates, Inc. After reviewing the proposals, the committee determined that The Fain Group LLC. received the highest score and offered the best value to the City for this project.

Kimley-Horn and Associates, Inc. has reviewed the highest scoring offeror's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that The Fain Group LLC. is the most qualified offeror.

Thank you for the opportunity to be of service to the City of Mansfield. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Dana Shumard, P.E.

DAL:vcb

Attachments

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SECTION A

A G R E E M E N T

SECTION A

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____in the year 2026 by and between the City of Mansfield (hereinafter called OWNER) and _____ _____(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PAVING, DRAINAGE, WATER, LANDSCAPE, & TRAFFIC SIGNAL IMPROVEMENTS

The project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

EAST BROAD STREET FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD

Article 2. ENGINEER.

The project has been designed by Kimley-Horn Associates, Inc. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be completed and ready for final payment in accordance with paragraphs 15.06 of the General Conditions within **{ WORKING DAYS}** from the date indicated in the Notice to Proceed or when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions.

3.2. **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each working day that expires after the time specified in paragraph 3.1 when the Work is approved and ready for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work on a Unit Price Work Basis in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which ($ _____).

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, on or about the thirtieth (30th) day of each month during construction. All progress payments will be on the basis of unit prices stated in the proposal and the completed units of work as determined by OWNER minus five percent (5%) retainage to be held by OWNER until final payment but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, or OWNER may withhold, in accordance with Section 15.01 of the General Conditions.

5.2. **Final Payment.** Upon completion and acceptance of the Work in accordance with Sections 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Section 15.06.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. **CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents and accepts the determination set forth in Section 5.03 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 5 of the General Conditions.

7.5. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, exploration, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. **CONTRACTOR** has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7. **Statutory Provisions Applicable to State Political Subdivisions**. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, **CONTRACTOR** is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, **CONTRACTOR** verifies that it does not, nor will it, "boycott Israel" through the term of this Contract. As required by Chapter 2274 of the Code, and as such terms are defined therein, **CONTRACTOR** hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Contract. As required by Chapter 2274 of the Code, and as such terms are defined therein, **CONTRACTOR** hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Contract. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, **CONTRACTOR** is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." **CONTRACTOR** is headquartered in [City, State]. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement (pages 1 to 6, inclusive).

8.2. Notice of Award.

8.3. CONTRACTOR'S Proposal (pages 1 to __, inclusive).

8.4. General Conditions (pages 1 to 65 inclusive).

8.5. Supplementary Conditions (pages 1 to 7, inclusive).

8.6. General Requirements (pages 1 to __, inclusive).

8.7. Specifications bearing the title "NCTCOG Standard Specifications for Public Works Construction" and consisting of divisions 2-8, as listed in the Table of Contents thereof. A set of specifications is not attached to the signed Contract Documents but may be obtained from the North Central Texas Council Of Governments.

8.8. Drawings, consisting of a cover sheet bearing the title “PROPOSED IMPROVEMENTS TO EAST BROAD STREET”, and Standard Construction Details of the City of Mansfield. A set of drawings is not attached to the signed Contract Documents but may be obtained from the Engineer.

8.9. Performance and Payment Bonds, identified as Section PB and consisting of 4 pages.

8.10. Maintenance Bond, identified as Section MB and consisting of 3 pages.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

SECTION A - AGREEMENT

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five copies of this Agreement. Three counterparts have been delivered to OWNER and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____day of_____, 2026.

OWNER	CONTRACTOR
CITY OF MANSFIELD	
By_____ City Manager or his/her designee	By_____
(Corporate Seal)	(Corporate Seal)
Attest_____ Susana Marin, City Secretary	Attest_____
Address for giving notices:	Address for giving notices:
1200 East Broad Street Mansfield, Texas 76063	
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)	List name of person to whose attention notices are to be sent: _____ (If CONTRACTOR is a corporation attach evidence of authority to sign.)

Approved as to Form Only/Not Content

_____

City Attorney Date

City of Mansfield
Staff Report

Item ID: 26-2383

Agenda Date: June 22, 2026

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

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

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

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

This resolution requests City Council's consideration to authorize the City Manager, or his designee, to execute an Owner/Design-Builder contract and approve $292,425.00 in funding for the project's design phase. At the conclusion of design, staff will present a Guaranteed Maximum Price amendment for City Council's consideration.

Strategic Initiative
Focus on the Future

Recommendation
Staff recommends approval.

Funding Source
Building Construction Fund

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING FUNDING FOR THE MANSFIELD FIRE LOGISTICS BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $292,425.00 FOR PRE-CONSTRUCTION SERVICES; APPROVING A DESIGN-BUILD CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (BUILDING CONSTRUCTION FUND)

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

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

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

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

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

Funding in an amount not to exceed $292,425.00 (Two-Hundred Ninety-Two Thousand, Four Hundred Twenty-Five and 00/100) for the Mansfield Fire Logistics Building Project is hereby approved.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD THIS 22ND DAY OF JUNE, 2026.

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

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

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

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

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

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

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

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

Mansfield Fire Logistics Building
1601 Heritage Pkwy
Mansfield, Texas 76063

The Owner and Design-Builder agree as follows.

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1 GENERAL PROVISIONS

2 COMPENSATION AND PROGRESS PAYMENTS

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

4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

6 CHANGES IN THE WORK

7 OWNER'S RESPONSIBILITIES

8 TIME

9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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12 COPYRIGHTS AND LICENSES

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16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A DESIGN-BUILD AMENDMENT

B INSURANCE AND BONDS

C SUSTAINABLE PROJECTS

D DESIGN CRITERIA

E CONTROL ESTIMATE

F DESIGN-BUILDER'S PROJECT SCHEDULE

G KEY FIRMS AND PERSONNEL

H DESIGN BUILDER'S FEE & COST PROPOSAL

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

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

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

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« See Exhibit "D" – Design Criteria »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

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

« See Exhibit "D" – Design Criteria »

§ 1.1.3 The Project's physical characteristics:

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

« See Exhibit "D" – Design Criteria »

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

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

« See Exhibit "D" – Design Criteria »

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

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

« »

§ 1.1.6 The ~~Owner's budget~~ Design-Builder's conceptual estimate for the Work to be provided by the Design-Builder is set forth ~~below~~ in:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

« See Exhibit "E" – Control Estimate »

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

.1 Design phase milestone dates:

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

.2 Submission of Design-Builder Proposal:

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

.3 Phased completion dates:

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

.4 Substantial Completion date:

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

.5 Other milestone dates:

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

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

.1 Architect

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

.2 Consultants

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

.3 Contractors

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

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

« See Exhibit “D” – Design Criteria »

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

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

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

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

§ 1.2 Project Team

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

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

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

Martinez Architects

900 Rockmead Dr Suite 250
Kingwood, TX 77339

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

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

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

« »
« »
« »
« »
« »
« »

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

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

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

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

~~[« »] Other: *(Specify)*~~

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

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

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials,

equipment, supplies, skill, supervision, transportation, support services, facilities, and other resources and services ~~provided or to be provided by the Design-Builder~~ necessary and proper or incidental to carrying out and completion of the terms of the agreement and all other items of cost or value needed to produce, construct, and fully complete the Work identified by the Design-Build Documents. The Work may constitute the whole or a part of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

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

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

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

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

Individual or Position	Rate

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

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

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

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

« » % « »

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

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

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

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

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

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

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or

approvals of the Owner. The Design-Builder shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Project.

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

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

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

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

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

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

§ 3.1.8 Progress Reports

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

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

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

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

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current

under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

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

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

§ 3.1.11 Design-Builder's Submittals

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

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

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

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

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

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

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

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

§ 3.1.12.1 The following minimum warranty terms shall be incorporated:

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

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

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

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

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

§ 3.1.14 Indemnification

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

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

§ 3.1.15 Contingent Assignment of Agreements

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

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

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

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

§ 4.1 General

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

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

§ 4.2 Evaluation of the Owner's Criteria

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

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

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a ~~preliminary estimate~~proposed Control Estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a ~~preliminary~~ proposed Design-Builder's Project Schedule ~~schedule~~, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

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

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

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

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

§ 4.3 Preliminary Design

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

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

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

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

§ 4.4 Design-Builder's Proposal

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

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

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

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

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

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

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

§ 5.2 Construction

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

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

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

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

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

§ 5.2.~~4~~6 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

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

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

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

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

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

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

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

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

§ 5.4 Taxes

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

§ 5.5 Permits, Fees, Notices and Compliance with Laws

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

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

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

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

§ 5.6 Allowances

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

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

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

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

§ 5.7 Key Personnel, Contractors and Suppliers

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

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

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

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

§ 5.8 Documents and Submittals at the Site

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

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

§ 5.9 Use of Site

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

§ 5.10 Cutting and Patching

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

§ 5.11 Cleaning Up

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

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

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

§ 5.12 Access to Work

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

§ 5.13 Construction by Owner or by Separate Contractors

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

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

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

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

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

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

§ 5.14 Mutual Responsibility

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

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

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

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

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

§ 5.15 Correction of Defective Work.

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

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

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

§ 5.16 Owner's Right to Clean Up

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

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

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

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

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

§ 6.2 Change Orders

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

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

§ 6.3 Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

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

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

§ 7.2 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water

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

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

§ 7.3 Submittals

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

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

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

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

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

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

§ 7.8 Owner's Right to Stop Work

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

§ 7.9 Owner's Right to Carry Out the Work

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

ARTICLE 8 TIME

§ 8.1 Progress and Completion

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

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

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

§ 8.2 Delays and Extensions of Time

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

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

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

§ 8.3 Design-Builder's Obligations after Delay

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

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

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

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

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

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

§ 8.4 Liquidated Damages

§ 8.4.1 Should the Design-Builder fail to substantially complete the Work on, or before, the original date set forth in the Contract, or on or before the revised date as granted by extensions to Contract Time, the Owner may at its sole discretion permit the Design-Builder to proceed, and in such case, there shall be deducted from any monies due or which may become due the Design-Builder, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the

cost(s) for substantial losses suffered by the public and the Owner. Liquidated damages are intended to compensate the Owner for the Design-Builder's failure to meet the deadlines set forth herein, but shall not excuse the Design-Builder from its obligation to meet the remaining requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The Design-Builder agrees that the sums in Section 8.4.2 are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Design-Builder further acknowledges and agrees that Liquidated Damages may be owing even though no termination has occurred.

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

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

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

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.3 The Design-Builder warrants that title to all Work, other than ~~Instruments of Service~~ Design Documents, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon

submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner

shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

- **.1** ~~liens~~bond claims, Claims, liquidated damages, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Design-Build Documents; ~~or~~
- **.3** terms of special warranties required by the Design-Build Documents;
- **.4** audits performed by the Owner, if permitted by the Design-Build Documents, after final payment; or
- **.5** gross negligence, willful misconduct, or fraudulent concealment in connection with the performance of the Contract.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

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

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

§ 10.3 Hazardous Materials

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

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

§ 11.2 Correction of Work

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

§ 11.2.2 After Substantial Completion

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

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

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

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

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

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§11.2.6 The Design-Builder's obligations under this Section 11.2 shall, without limitation, survive acceptance of the Work under the Contract and termination of the Contract.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are ~~Instruments of Service~~ Design Documents. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Design Documents~~Instruments of Service~~, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Design Documents~~Instruments of Service~~ to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Design Documents~~Instruments of Service~~, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Design Documents ~~Instruments of Service~~ solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Design Documents ~~Instruments of Service~~ solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Design Documents~~Instruments of Service.~~

§ 12.3.2 In the event the Owner alters the Design Documents ~~Instruments of Service~~ without the author's written authorization or uses the Design Documents ~~Instruments of Service~~ without retaining the authors of the Design Documents~~Instruments of Service~~, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Design Documents under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Owner's Right to Stop Work.

§ 13.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such

suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

§ 13.1.2 Design-Builder is entitled to seek an adjustment of the Contract Sum and/or Contract time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

§ 13.2 Owner's Right to Perform and Terminate for Cause.

§13.2.1 If Design-Builder fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract documents, (iii) comply with applicable legal requirements, (iv) timely pay, without cause, design consultants or subcontractors in conformance with their respective contracts, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 13.2.2 and 13.2.3 below.

§ 13.2.2 Upon the occurrence of an event set forth in Section 13.2.1 above, Owner may provide written notice to Design-Builder that it intends to declare the Project to be abandoned or terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to declare abandonment of the Project or terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Project abandoned or the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

§ 13.2.3 Upon declaring this Agreement abandoned or terminated pursuant to Section 13.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract documents until the Work shall be finally completed in accordance with the Contract documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if this Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Sum, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default.

§ 13.2.4 If Owner improperly terminates this Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 13.6 hereof.

§ 13.3 Design-Builder's Right to Stop Work.

§ 13.3.1 Design-Builder may, in addition to any other rights afforded under the Contract documents or at law, stop the Work for the following reasons:

§ 13.3.1.1 Owner's failure to provide financial assurances as required under Section 13.3 hereof; or

§ 13.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

§ 13.3.2 Should any of the events set forth in Section 13.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Sum and Contract time(s) to the extent it has been directly impacted by such stoppage along the critical path of the Project.

§ 13.4 Design-Builder's Right to Terminate for Cause.

§ 13.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

§13.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 13.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

§ 13.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 13.1.1 hereof.

§ 13.4.1.3 Owner's failure to cure the problems set forth in Section 13.3.1 above after Design-Builder has stopped the Work.

§ 13.4.2 Upon the occurrence of an event set forth in Section 13.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder shall give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare this Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under this Agreement.

§ 13.5 Bankruptcy of Owner or Design-Builder.

§ 13.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

§ 13.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

§ 13.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Section 13.

§ 13.5.2 The rights and remedies under Section 13.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of this Agreement.

§ 13.6 Termination for Convenience.

§ 13.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for Work properly executed through the date of termination and costs incurred by reason of such termination (except to the extent such payment directly conflicts with applicable law). In addition to the foregoing, the Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Design-Builder shall only be entitled to receive payment for Work executed on the alternate component, if any, through the date of termination. Pursuant to this Agreement and the Contract documents, the Design-Builder conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of this Agreement, including any claims in quantum meruit and specific performance. The Agreement and the Contract Documents expressly made subject to the limitations of Texas Local Gov't Code Ch. 271.

§ 13.6.2 If Owner terminates this Agreement pursuant to Section 13.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the work product provided to the extent reasonably possible by Design-Builder.

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- **.4** The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data,

(2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, ~~shall~~ may at the election of the Parties be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 [Intentionally Omitted] ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 14.3.3 If the Parties elect mediation, ~~The~~ the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 [Intentionally Omitted] ~~Arbitration~~

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 14.4.4 Consolidation or Joinder**~~

~~§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.~~

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.~~

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies
§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections, and Quality Management
§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder. As required by the provisions of Texas Government Code, Section 2269.058(a), the Owner shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the Owner. To the extent that any of the provisions of this Section 15.5 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a) such conflict is unintentional, and the provisions of the Texas Government Code shall control.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense. The Design-Builder also agrees the cost of testing, inspection, and approval services required for the convenience of the Design-Builder in scheduling and performance of the Work, and the cost of such similar services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Design-Builder.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information
If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization
Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation
§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Measurement
Before ordering any material or doing any Work, the Design-Builder shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Owner for consideration before proceeding with the Work. The Design-Builder shall use prudent efforts to identify discrepancies in dimensions in a timely fashion and notify the Owner of these prior to commencing any Work affected by the ambiguous dimensions. No extra charge or compensation shall be allowed because of differences between actual measurements and the dimensions indicated on the drawings.

§ 15.10 Expediting Materials
The Design-Builder shall within (20) days, after receipt of Notice to Proceed and approval of the list of subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work, and shall submit to the Owner evidence that such orders have been placed in accordance with the Design-Builder's Construction Schedule.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
.5 Exhibit D, Design Criteria ~~AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:~~
.6 Exhibit E, Control Estimate
.7 Exhibit F, Design-Builder's Project Schedule
.8 Exhibit G, Key Firms and Personnel
.9 Exhibit H, Design Builder's Fee & Cost Proposal
~~**.6** Other:~~

~~« »~~

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
Troy Lestina, Deputy City Manager	« »« »
(Printed name and title)	*(Printed name and title)*

EXHIBIT A

Design-Build Amendment

If required to be provided at a later date.

EXHIBIT B

Insurance, Performance, Payment and Bonds

Insurance (GL Policy)

Builders' Risk Policy

Performance, Payment Bonds

*Items listed above are to be provided within 10 days after Design Build Amendment is approved. *

EXHIBIT C
Sustanability Projects

Not required per RFQ

EXHIBIT D
Design Criteria

Contained within in this exhibit is the design criteria referenced in the RFQ.

Project Background

The Mansfield Fire Department currently manages logistics, warehousing, and distribution for Fire and EMS support out of multiple locations, including fire station bays, fire station storage areas, fire administration closets, and various logistics division vehicles. Existing facilities are inadequate for current workloads and projected growth.

Site Selection

The selected site is a 25,500 sq ft vacant lot located within the Mansfield Public Safety Complex at 1601 Heritage Parkway, Mansfield, Texas 76063. The site is located behind a gate within a secure area (do not attempt to enter). Line locate results showed one water line (blue) and one electrical line (red) on the site. Their approximate locations are shown below. The sole structure on the site is a temporary practice-burn building.

Project Objectives

- Centralize storage, inventory management, and distribution functions
- Improve efficiency, accuracy, and speed of supply handling
- Support growth in the number of stations, fleet size, and departmental personnel over the next 20 years
- Enhance resilience and continuity of operations during emergencies
- Provide a safe, functional, and durable work environment for staff

Operational Overview

Primary Functions

- Central warehouse and inventory storage
- PPE and uniform storage and handling
- Equipment and small tools storage and repair
- Apparatus/vehicle support bays (light maintenance, outfitting, staging)
- Support for future in-house Emergency Vehicle Technician (EVT) operations to perform routine maintenance (e.g., fluid and filter changes, basic maintenance) on emergency apparatus
- Storage of bulk consumables (hoses, foam, absorbents, fuel containers, DEF, etc.)
- Administrative offices for logistics staff

Operating Hours

- Standard operations: Monday–Friday, 0700–1700
- Emergency operations: facility must support 24/7 access during major incidents

Staffing (initial)

- 3 full-time logistics staff
- Occasional field crews and vendors

Summary of Requirements

The following is a quick reference distinguishing non-negotiable minimum requirements from preferred features by category.

Category	Non-Negotiable (Minimum)
Site & Access	Truck access, secure yard, code-compliant parking
Building Size & Layout	14,000-15,000 Gross Square feet (TBD with selected design team)
Safety & Compliance	Full code compliance, fire protection, ADA
Operations & Workflow	Dedicated loading, clear circulation, defined zones
Utilities & Systems	Adequate HVAC, power, plumbing, data, backup power connections
Staff Spaces	Basic offices, restroom, break area, locker/shower facilities (dual purpose for fire academy students)
Sustainability	Meet the current energy code
Aesthetics & Branding	Durable, low-maintenance exterior with similar design considerations to match the other buildings on site

General & Compliance

Facility must meet or exceed all applicable local, state, and federal codes, including but not limited to building, fire, electrical, mechanical, and plumbing codes; accessibility requirements; and zoning and land use regulations. Where applicable, design shall consider relevant NFPA standards for storage, fire protection, and emergency operations.

Capacity & Access Requirements

Site must accommodate the building footprint, on-site parking for staff and visitors, and a secure yard for fleet, trailers, and bulk materials.

- **Vehicular Access:** Provide dedicated truck access for box trucks, semi-trailers, and apparatus, with turning radii appropriate for the largest vehicle expected. Separate staff/visitor parking from truck loading areas to the extent practical, and ensure safe, code-compliant fire department access around the structure.
- **Security:** Include perimeter security fencing around yard areas and controlled access at all vehicle and pedestrian gates to maintain CJIS compliance.

Building Program – Minimum Spaces

- **Warehouse / Storage:** Minimum 8,500 ft² of open warehouse space with clear height of at least 20 ft. Structural capacity for high-pile storage racks and pallet racking, and a floor slab suitable for forklift and pallet jack operations.
- **Specialized Storage Areas:** Temperature-controlled storage for PPE and uniform components with separation between clean and soiled gear; secure controlled-access room for high-value items; and ventilated storage for hazardous materials in compliance with code.
- **Loading & Material Handling:** Minimum bay space for 6 reserve Fire Apparatus, to include pumpers and ladder trucks, grade-level access for forklifts and pallet jacks. With 3 or more being completely drive-through bays.

- **Admin & Staff Areas:** Office space for 4 logistics staff (3 current, 1 future), including workstations and supervisor/private office; a small meeting space; restrooms; break area with kitchenette; and basic storage. A shower/locker room with 4 shower stalls and lockers.
- **Mechanical, Electrical, & Support Spaces:** Provide IT/telecom room sized for current and future networking needs, janitor's closet, mechanical/electrical rooms, and other back-of-house spaces as required by code.

Safety, Resilience, and Continuity

- **Fire & Life Safety:** Provide a code-compliant fire detection and alarm system, automatic fire sprinkler system, and adequate emergency egress and lighting with clear, unobstructed exit paths.
- **Resilience / Continuity:** Provide emergency power capability (generator or connection infrastructure) to maintain critical operations in outages, including IT/network equipment, security and access control, and minimal lighting in warehouse and admin areas. Design to meet or exceed local wind and weather load requirements.

Technology & Security

- **Technology Infrastructure:** Provide robust data and communications pathways (conduits and cabling raceways) to support inventory management systems, wireless and wired networks, and security/camera systems.
- **Physical Security:** Provide access control on all exterior doors and camera coverage of loading docks, warehouse interior, and yard.

EXHIBIT E
Control Estimate

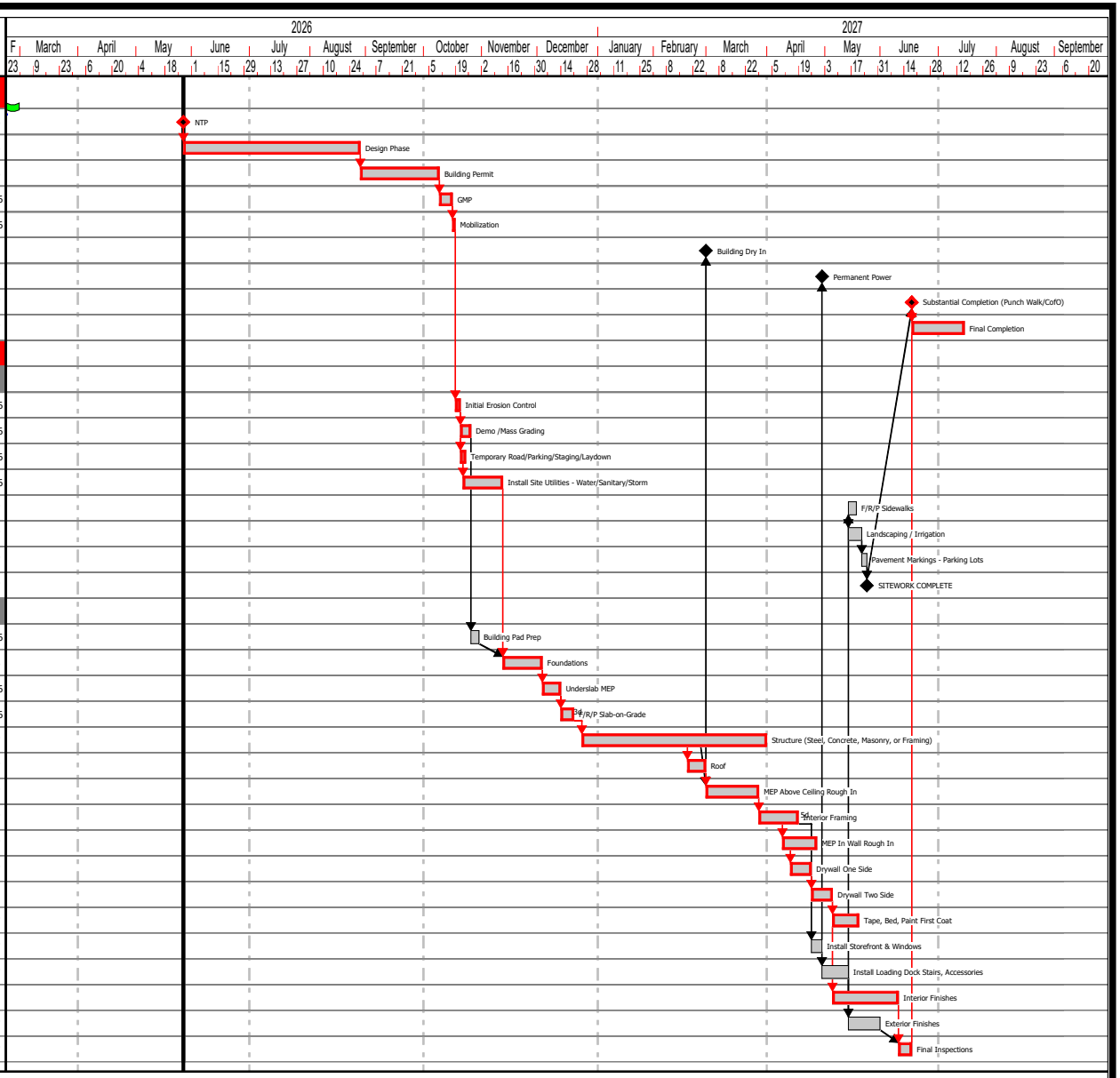
To be updated upon completion of Schematic Documents. The Owner's desired budget for this project shall not exceed $3,562,500. The Owner has a target construction budget of $2,806,523.00.

EXHIBIT F

Construction Schedule

Contained within this Exhibit is the anticipated project schedule, subject to design, permitting, and execution of the GMP Amendment. Delays outside of the Contractors control such as weather, permitting, and material delays that directly impact the Project's delivery have not been assumed in this schedule. Any impacts due to such delays shall be recorded, and verified by the Owner. Granted extended days and corresponding cost impacts shall not be unreasonably withheld by the Owner. Cost impacts caused by such delays may be absorbed by remaining contingency or by Change Order.

Line	Name	Responsibility	Duration	Predecessors	Successors	Start	Finish
1	**MAJOR MILESTONES**						
2	NTP				3	5/27/2026 *	5/27/2026
3	Design Phase		67d	2	4	5/27/2026	8/27/2026
4	Building Permit		30d	3	5	8/28/2026	10/8/2026
5	GMP		5d	4	6	10/9/2026	10/15/2026
6	Mobilization		1d	5	13	10/16/2026	10/16/2026
7	Building Dry In			27		3/1/2027	3/1/2027
8	Permanent Power			34		4/30/2027	4/30/2027
9	Substantial Completion (Punch Walk/CofO)			20, 38	10	6/17/2027	6/17/2027
10	Final Completion		20d	9		6/17/2027	7/14/2027
11	**CONSTRUCTION**						
12	**Site Construction**						
13	Initial Erosion Control		2d	6	14	10/19/2026	10/20/2026
14	Demo /Mass Grading		4d	13	15 SS, 22	10/21/2026	10/26/2026
15	Temporary Road/Parking/Staging/Laydown		2d	14 SS	16 -1d	10/21/2026	10/22/2026
16	Install Site Utilities - Water/Sanitary/Storm		15d	15 -1d	23	10/22/2026	11/11/2026
17	F/R/P Sidewalks		3d	37 SS	18 SS	5/14/2027	5/18/2027
18	Landscaping / Irrigation		5d	17 SS	19	5/14/2027	5/20/2027
19	Pavement Markings - Parking Lots		2d	18	20	5/21/2027	5/24/2027
20	SITEWORK COMPLETE			19	9	5/25/2027	5/25/2027
21	**Building Construction**						
22	Building Pad Prep		3d	14	23	10/27/2026	10/29/2026
23	Foundations		15d	22, 16	24	11/12/2026	12/2/2026
24	Underslab MEP		7d	23	25	12/3/2026	12/11/2026
25	F/R/P Slab-on-Grade		5d	24	26 3d	12/14/2026	12/18/2026
26	Structure (Steel, Concrete, Masonry, or Framing)		70d	25 3d	28 -25d, 27 -30d	12/24/2026	3/31/2027
27	Roof		7d	26 -30d	28, 7	2/18/2027	2/26/2027
28	MEP Above Ceiling Rough In		20d	26 -25d, 27	29	3/1/2027	3/26/2027
29	Interior Framing		15d	28	30 -6d, 34 5d	3/29/2027	4/16/2027
30	MEP In Wall Rough In		13d	29 -6d	31 SS 3d	4/9/2027	4/27/2027
31	Drywall One Side		8d	30 SS 3d	32	4/14/2027	4/23/2027
32	Drywall Two Side		8d	31	33	4/26/2027	5/5/2027
33	Tape, Bed, Paint First Coat		10d	32	36 SS	5/6/2027	5/19/2027
34	Install Storefront & Windows		4d	29 5d	35, 8	4/26/2027	4/29/2027
35	Install Loading Dock Stairs, Accessories		10d	34	37	4/30/2027	5/13/2027
36	Interior Finishes		25d	33 SS	38	5/6/2027	6/9/2027
37	Exterior Finishes		12d	35	38, 17 SS	5/14/2027	5/31/2027
38	Final Inspections		5d	36, 37	9	6/10/2027	6/16/2027



Milestone Appearances
◇ Diamond

CROSSLAND CONSTRUCTION COMPANY, INC.

Mansfield Fire Logistics Building

Job #: Job Number

Start Date: 5/27/2026
Finish Date: 7/14/2027

Print Date: 5/22/2026 5:25:49 PM
Update as of:: 5/27/2026

City of Mansfield

View: 1. Adding Activities and Resp Codes

Filter: None

Page 1 of 1

EXHIBIT G

Key Firms and Personnel

Contained within are the resumes of Firms and personnel involved with the project.

COMPANY INFORMTION

CROSSLAND CONSTRUCTION COMPANY, INC.

Ivan Crossland, Sr. established Crossland in a small, Kansas town in 1977. **We are a family, and minority-owned corporation**, currently ranked in the Top 100 on Engineering News Record's list of Top 400 Contractors in the nation. With over 2,000 employees and located in eleven offices, we have the expertise and resources to deliver exceptional projects. We continue to serve under the belief that if you dream big, remain humble, and work hard - great things are possible.

ESTABLISHED IN
1977

12 OFFICE LOCATIONS IN 7 STATES
Our local office and HQ is located in Columbus, KS

OUR SERVICES
Pre-Construction
General Contracting
Design-Build
Design-Bid-Build
Construction Management

TOTAL REVENUE
2024—$2,610,660,158
2023—$2,064,098,922
2022—$1,592,518,998

EMPLOYEES
2,000+ Company-Wide

RANKED 8TH LARGEST GENERAL CONTRACTORS BY DALLAS BUSINESS JOURNAL

OUR SAFETY NUMBERS
.34 EMR | 0 LIR | .53 RIR

MINORITY BUSINESS ENTERPRISE

RANKED 50 BY ENR MAGAZINES TOP 400 CONTRACTORS IN THE NATION

PROJECT STATS
250+ Industrial/Manufacturing
200+ Municipality Projects
300+ Educational
50+ Multi-Family

SELF-PERFORMANCE
- Concrete
- Carpentry
- Demolition
- Prefab Systems
- Site Utilities
- Earthwork
- Steel Erection

get to know your project

LEADERSHIP

DEREK KLOER

CONTACT

dkloer@crossland.com

469-525-6617

ABOUT ROCKY

Derek has spent his entire 16+ year career with Crossland Construction. As a Columbus, KS native, he went to Pittsburg State University and started with Crossland through our longstanding internship program. In the years after, he has diligently worked his way up the ranks to a Senior Project Manager in the Prosper Division prior to his promotion to Division Manager.

When Derek isn't hard at work, he enjoys spending time with his family and his kiddos - hunting, fishing, and golfing when he can. And, of course, cheering on the Dallas Cowboys!

ADVICE DEREK LIVES BY

"The only place that success comes before work is in the dictionary."

JOB ROLE & YEARS OF EXPERIENCE

Vice President - Fort Worth | 16 Years of Experience

Derek leads Crossland's Fort Worth Division and his team of construction professionals.

He is an extremely active and hands-on executive. He frequently visits jobsites, and guides his team on critical project components and decisions - ensuring all significant milestones are achieved and projects stay within budget.

PROJECT ROLE

Derek is incredibly passionate about construction. He understands both the challenges and rewards that can come with projects, large or small. He will be there to advocate for you as our client, set your project up for success, and make sure it's completed with the best possible outcome.

Pre-Construction Phase:

- Oversees all pre-construction phase services, including budget and schedule creation

Construction Phase:

- Gives executive guidance and authorization
- Makes sure project is on track with all major milestones
- Supervises project production rates and progression
- Attends monthly project team update meetings

NOTABLE PROJECT EXPERIENCE

- Justin Fire Station No. 2, Justin, TX, $17.6M
- Denton County ESD, Denton, TX, $2.5
- Grand Prairie Fire Station, Grand Prairie, TX, $7M
- Princeton Fire Station No. 3, Princeton, TX, $2.4M
- Princeton Fire Station No. 2, Princeton, TX, $6M
- Watters Creek Hotel by Marriott, Allen, TX, $62M
- Princeton Municipal Center, Princeton, TX, $18.1M
- Baker Hughes, Multiple Projects, $50M
- Weatherford Energy, Odessa, TX, $35M
- Project Rodeo, McGregor, TX, $100M
- Northwest ISD Stadium, Justin, TX, $7M
- Stephenville Stadium, Stephenville, TX, $35M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Flower Mound Fire Station No. 6, TX, $12M

DEREK'S 3 KEYS TO A SUCCESSFUL PROJECT

- Urgency
- Collaboration
- Trust

ERIC BUNNER

Director of Preconstruction

CONTACT

ebunner@crossland.com

972-351-0877

YEARS OF EXPERIENCE

27 Years

EDUCATION

Bachelor of Science
Industrial Technology Management
University of Wisconsin

CERTIFICATIONS

ASHE Health Care Construction

REFERENCES

Nic Link
Blue Star Land
nlink@dallascowboys.net
214-869-8076

Kenny Deel
Melissa ISD
kdeel@melissaisd.org
469-499-4295

Eric Bunner will be an active participant in the design phase, offering valuable insight on areas of crucial importance, including budget and schedule creations and overall constructability. Eric will also develop bid packages associated with your project and will conduct the formal bid process.

He will communicate regularly with the project manager and superintendent as he progresses through the preconstruction phase, promoting a seamless transition from preconstruction to the construction phase.

PROJECT EXPERIENCE *partial list*

- Grand Prairie Fire Station No. 11, Grand Prairie, TX, $7M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Melissa Public Safety Headquarters, Melissa, TX, $18M
- Little Elm Public Safety Annex, Little Elm, TX, $13.99M
- Princeton Fire Station No. 2, Princeton, TX, $6M
- Princeton Fire Station No. 3, Princeton, TX, $2.4M
- Anna Fire Station No. 2, Anna, TX, $8M
- McKinney Fire Station No. 10, McKinney, TX, $7.1M
- McKinney Fire Station No. 11, McKinney, TX, $8.18M
- Celina Fire Station No. 3, Celina, TX, $14.7M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Greenville Fire Admin & Training Tower, Greenville, TX, $14.5M
- Justin Fire Station No. 2, Justin, TX, $15M
- Aubrey Fire Station No. 2, Aubrey, TX, $7M

DREW WORTH

Estimator

CONTACT

dworth@crossland.com

469-388-2712

YEARS OF EXPERIENCE

13 Years

EDUCATION

Bachelor of Science
Construction Sciences
Texas A&M University

CERTIFICATIONS

OSHA 10+30 Hour
Smith Driving Certification

REFERENCES

Kenny Deel
Melissa ISD
kdeel@melissaisd.org
469-499-4295

Drew Worth is an experienced Estimator with 13 years in the construction industry. He specializes in accurately analyzing project scopes and developing concise bid packages for a wide range of municipal, public safety, and commercial projects. Drew is responsible for clearly communicating the scope of work for all trades, managing clarifications, and issuing necessary addenda or transmittals to ensure all parties are aligned. He actively engages both local and regional subcontractor and supplier markets, encourages bid participation in accordance with state and municipal statutes, and thoroughly collects and analyzes bids to ensure completeness and value. Drew collaborates closely with senior project managers to recommend subcontractors that provide maximum value to project owners.

PROJECT EXPERIENCE *partial list*

- Grand Prairie Fire Station No. 11, Grand Prairie, TX, $7M
- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Melissa Public Safety Building, Melissa, TX, $19.2M
- Little Elm Public Safety Annex, Little Elm, TX, $13.99M
- Celina Fire Station No. 3, Celina, TX, $15M
- Aubrey Fire Station #2, Aubrey, TX, $7M
- Aubrey Fire Station No. 3, Aubrey, TX, $8.9M
- Anna Fire Station #2, Anna, TX, $8M
- Princeton Fire Station #2, Princeton, TX, $6M
- Frisco Fire Station No. 10, Frisco, TX, $12.2M
- Greenville Fire Admin, Greenville, TX, $12.58M
- Mesquite Field Services Center, Mesquite, TX, $12.8M

BEN HARRIS

Senior Superintendent

CONTACT

bharris@crossland.com

479-366-4908

YEARS OF EXPERIENCE

23 Years

EDUCATION

Bachelor of Science
Construction Management
Pittsburg State University

CERTIFICATIONS

NCCER Performance Evaluator
OSHA 30 Hour
Walmart SWPPP Certification
Walmart Remodel Certification
Certified Forklift Operator
Smith Driving Certification

REFERENCES

Duke Sparks
Melissa ISD
dsparks@melissaISD.org
903-271-8893

Toby Haggard
Haggard Property Group
972-571-2658

Your Senior Superintendent Ben Harris will oversee all Superintendents, subcontractors, and self-performance aspects of your project. Ben will increase effectiveness and performance of all local Superintendents through education and mentorship.
Ben is active in the local subcontractor market so he knows which subs we should work with currently and has his eye on the up and coming subcontractors for future jobs. He will coordinate with the local Superintendent to find the best subcontractor for your project. He will be an active participant in the design phase, offering valuable insight to you, the Owner, and the design team on important project details, including budget, schedule ,and overall constructability.

Once construction begins, Ben regularly conducts random audits regarding daily reports, progress schedules, and subcontractor coordination to ensure our team is at the top of their game with coordination and communication.

PROJECT EXPERIENCE *partial list*

- McKinney Fire Station #11, McKinney, TX, $8.18M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Mesquite Fire Station No. 8, Mesquite, TX, $13.1M
- Sunset Amphitheater McKinney, TX, $250M
- Grand Prairie Fire Station 11, Grand Prairie, TX, $7M
- Greenville FD Admin and Training, Greenville, TX, $14.5M
- Forney Fire Station #2 Renovations, Forney, TX, $5M
- McKinney Municipal Service Center, TX, $8.7M
- Frisco City Hall Renovations, Frisco, TX, $15.13M
- City of Frisco Public Works, Frisco, TX, $14.7M
- City of Anna Fire Station No. 2, Anna, TX, $8M
- Princeton Fire Station #2, Princeton, TX, $6M
- Princeton Fire Station 3, Princeton, TX, $2.41M
- City of Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Fannin County Justice Center, Bonham, TX, $11M

ZACH SMITH

Project Manager

CONTACT

zsmith@crossland.com

817-403-5899

YEARS OF EXPERIENCE

7 Years

EDUCATION

U.S. Army
2018-2021
13J – Fire Control Specialist - Fort Hood, TX

CERTIFICATIONS

OSHA 30 Hour
Smith Driving Certification

REFERENCES

Trevor Powell
Construction Manager
Stonemont Financial Group
470-494-5060
trevorp@srackinc.com

Glen Kitto
Managing Director
Ardor Ventures
214-415-8877
gkitto@ardorventures.com

As the Project Manager, Zach's job is to know the project from top to bottom. You can trust that he will be able to see the big picture and plan for the unexpected, while also understanding the small details of what you want and need as the client. Since Zach is responsible for the overall planning of the project, he will focus on subcontractor bidding, developing the budget, creating schedules, and keeping detailed project logs.

Zach will also take care of all the financial aspects of the project: cost accounting, pay applications, and bill coding. Throughout the process, you can reach out to Zach as a point of contact and a key collaborator. You can think of Zach as the quarterback of the team---a strong leader, who knows the plan, and is ready to take your ideas and make them a winning project.

PROJECT EXPERIENCE *partial list*

- Joshua HS CTE Renovation & Addition, Joshua, TX, $1.6M
- Sunbelt Rentals Corporate Campus, Grapevine, TX, $43M
- Alliance Hyundai, Fort Worth, TX, $22M
- Joshua ISD Nichols MS Addition, Burleson, TX, $8M
- Joshua ISD HS Kitchen/Caf. Reno + Addition, Joshua, TX, $12M
- Main Gate Logistics, Savannah, GA, $26M
- Victaulic TI, Fort Worth, TX, $7M
- Ulta TI, Greer, SC, $5M
- Reliant Cass White, White, GA, $64M*
- Stonemont FM156/Victualic TI, Fort Worth, TX, $26M*
- Harmon Road, Fort Worth, TX, $30M*
- Stonemont, Braselton, GA, $17M*

ZACH MURPHY

Asstistant Project Manager

CONTACT

zmurphy@crossland.com

469-919-9729

YEARS OF EXPERIENCE

4 Years

EDUCATION

Bachelors of Science
Architectural Engineering
University of Oklahoma

CERTIFICATIONS

OSHA 10 Hour

REFERENCES

Kevin Bird
Devcon Development Construction
214-244-4946
kevin@devocn-inc.com

Wes Eversole
Lake Dallas ISD
940 497-8402
weversole@ldisd.net

As Assistant Project Manager, Zach works closely alongside your Project Manager, supporting the team with a wide range of administrative tasks. He is responsible for assisting with bidding and analysis, and often collaborates with other team members to help develop your project's budget and schedule.

PROJECT EXPERIENCE *Partial list*

- Mansfield Fire Station No. 1, Mansfield, TX, $12M
- Home2 by Hilton, Denton, TX, $16M
- Lake Dallas High School Fine Arts Renovation, Corinth, TX

BRIAN A. WYATT, AIA, NCARB

Co-Principal-in-Charge | Principal |
Municipal Practice Co-Lead | Registered Architect

Brian Wyatt brings 17 years of architectural experience and a career shaped by a passion for community building and a focus on long-range visioning. Specializing in civic and education projects, Brian is committed to creating spaces that serve communities both now and into the future.

Brian is well-known for his expertise in master planning and managing projects from a holistic perspective. By integrating dynamic adaptability into his designs, he ensures these spaces evolve and thrive over time. From fire station renovations to new city halls,his designs align with overarching institutional goals while remaining flexible to meet evolving community needs.

Throughout his career, Brian has built long-term client trust through thoughtful leadership, meticulous project management, and accurate planning.

EDUCATION

Master of Architecture (Louisiana Tech University)

B.S. in Architectural Studies (Louisiana Tech University)

CERTIFICATIONS

Texas Architectural Registration #24846

NCARB Certified

200+
PROJECTS COMPLETED

AVERAGE SIZE: $31M
LARGEST PROJECT: $157M

MUNICIPAL PROJECTS (PARTIAL LIST)

City of Terrell – Fire Station No. 3 (New)

City of Terrell – Fire Station No. 2 (Additions/Renovs.)

Irion County – VFD Fire Station (New)

Brock-Dennis ESD No. 9 – Fire Department Training Facility (Master Planning)

City of Forney – 911 Dispatch Center Renovation (New)

City of Forney – Police Station (Renovations)

City of Talty – City Hall, Police, and Courts Building (New)

City of Mesquite – Field Services Building (New)

City of Mesquite – Travis Williams Baseball/Softball Complex (Renovation)

City of Terrell – Pet Adoption Center (New)

City of Forney – City Hall – Elevator (New Replacement)

City of Forney – Public Works & Engineering Building (New)

City of Van Alstyne – Master Planning

City of Forney – Bond Planning

City of Forney – Facility Assessment

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Project Management Institute

40+
YEARS OF EXPERIENCE

17+ YEARS OF SERVICES
AS **FIRE CHIEF**

MARK KERBY

Civic/Public Safety Planner | Former Fire Chief

Mark Kerby joined WRA in 2025 with over 40 years of public safety and municipal management experience. Mark's career includes 36 years in the Fire and EMS Services with over 17 years as Fire Chief. During his tenure with the fire department, he planned for and oversaw two Insurance Service Office (ISO) reviews and the design and construction of three new fire stations in the community. After retirement from public safety Mark continued his work in city government, managing public works projects and the construction and remodel of multiple city facilities. With experience in municipal procurement and contract management, Mark actively advocates for collaboration of all vested parties at the onset of major projects.

EDUCATION

Master of Public Affairs (The University of Texas at Dallas)

Bachelor of Business Administration (The University of Texas at Dallas)

Associate of Arts and Sciences (Eastfield College)

MUNICIPAL PROJECTS (PARTIAL LIST)

City of Terrell – Fire Station No. 3 (New)

City of Terrell – Fire Station No. 2 (Additions/Renovs.)

Brock-Dennis ESD No. 9 – Fire Department Training Facility (Master Planning)

CERTIFICATIONS

Graduate Certificate in Local Government Management (The University of Texas at Dallas)

Executive Fire Officer (National Fire Academy)

Master Fire Fighter (Texas Commission on Fire Protection)

Fire Service Instructor II (Texas Commission on Fire Protection)

PROFESSIONAL AFFILIATIONS

International Association of Fire Chiefs

Texas Fire Chiefs Association

Rotary International

EXHIBIT H

Design Builder's Fee & Cost Proposal

The Owner and Contractor agree to the following clarifications.

A. The Contractor's Fee is 5.00% of the cost of construction included in the GMP Amendment; The Owner understands that additional scope that results in a Change Order will include a 5.00% Contractor's Fee.
B. The General Conditions and General Requirements, included and finalized in the GMP Amendment, are to be considered lump sum. Cost of Work increases that are approved by the Owner via contingency authorization or Change Order will be addressed on a case-by-case basis.
C. The Insurance rates for General Liability (0.55%), Builders Risk (0.35%) and other Contractors insurance, included and finalized in the GMP Amendment, are to be considered lump sum.
D. The Bond rates for Payment-Performance (0.83%), Maintenance (TBD), included and finalized in the GMP Amendment, are to be considered lump sum. The Owner may approve changes for additional scope or approved schedule extensions via Change Order.
E. If approved by the Owner, the costs for any self-perform work the Contractor performs for the Project will be included in the GMP.
F. The Contractor's preconstruction fee shall be billed as percent complete throughout design.

City of Mansfield
Staff Report

Item ID: 26-2408

Agenda Date: June 22, 2026

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

Description/History
Complete Cardiac and Vascular Care has submitted an application for an Economic Development Grant under Neighborhood Empowerment Zone Number 1. They intend to construct a new medical office building at 260 N. Mitchell Rd. Mansfield, Texas 76063 estimated to be approximately 8,000 square feet in size with an estimated capital investment of $3,300,000. As medical office, they meet the target industry criteria of the Mansfield Economic Development Corporation incentive policy. The location is within Neighborhood Empowerment Zone Number 1, intended to encourage the development of target industry jobs along the highway corridors. If approved, the roadway impact fees for this project would be a maximum of $65,000. All other permit and impact fees will still be paid by the property owner and there are no further grants, incentives, or abatements considered.

Strategic Initiative
Develop Strong Economy

Recommendation
Approve Resolution

Funding Source
N/A

Prepared By
Casey Lewis, Executive Project Manager - (817) 276-4201

RESOLUTION NO. _____

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

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

WHEREAS, on July 24, 2023, via Resolution No. RE-4044-23, the City Council adopted an amended Policy Statement for Tax Abatement (Policy Statement) in accordance with Section 312.002 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code (the "Statutes"); and,

WHEREAS, Section 5.3. of the Policy Statement provides for Neighborhood Empowerment Zones to be established as available incentives; and,

WHEREAS, on July 24,2023, via Resolution No. RE-4045-23, the City Council designated and created Neighborhood Empowerment Zone Number 1, and on April 28, 2025, the City Council expanded the boundaries of the Neighborhood Empowerment Zone Number 1; and,

WHEREAS, Starpoint Real Estate, LLC (the "Company") owns real property located within Neighborhood Empowerment Zones Number 1, specifically, 260 N. Mitchell Road, Mansfield, Texas, 76063 (the "Property"); and,

WHEREAS, Company intends to develop the Property as a medical office building (the "Project"), consisting of improvements, and which Project will be more fully described herein, which improvements, upon completion, are expected to result in a minimum of 8,000 SFT medical office building with a minimum capital investment of THREE MILLION AND NO/100 DOLLARS ($3,000,000); and,

WHEREAS, in order to induce the Company to develop the Property, the City desires to provide, pursuant to the Statutes, an incentive to the Company for developing the Property in a manner that is beneficial to the City and its residents; and,

WHEREAS, the City possesses the legal and statutory authority under the Statutes to create programs to promote local economic development and to stimulate business and commercial activity within the City; and,

WHEREAS, the City has determined that the grant provided for under this Agreement is in the best interest of the City and will serve the public purpose of promoting local economic

development, will diversify the economy of the state and the City, and will enhance business and commercial activity within the City; and,

WHEREAS, to maintain and/or enhance the commercial and economic base of the Mansfield area to the long-term interest and benefit of the City, in accordance with the Statutes, the City desires to enter into a Chapter 380 Economic Development Agreement with Starpoint Real Estate, LLC.

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

SECTION 1.

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

SECTION 2.

The Economic Development Agreement City between the City and Company, in substantially the same form attached to this Resolution as **EXHIBIT A**, reducing the City's Roadway Impact Fees ("Roadway Fees") for the Project at a maximum cap of Sixty-Five Thousand ($65,000) (the "Grant") but requiring that the Company comply with the full payment of all other City Impact and Permitting Fees (the "Agreement"), is hereby approved and is incorporated into this Resolution as if fully set forth herein.

SECTION 3.

The City Manager, or designee, is authorized to negotiate, finalize, and execute the Agreement, and any instruments related thereto, on behalf of the City of Mansfield as may be allowed by law.

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 22ND DAY OF JUNE, 2026

_____
Michael Evans, Mayor

ATTEST:

_____
Susana Marin, City Secretary

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
FOR PROPERTY WITHIN A NEIGHBORHOOD EMPOWERMENT ZONE

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Mansfield, Texas, a Texas home rule municipal corporation of the State of Texas (the "**City**") and Starpoint Real Estate, LLC, a Texas Limited Liability Company ("**Company**"). City and Company may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, on July 24, 2023, via Resolution No. RE-4044-23, the City Council adopted an amended Policy Statement for Tax Abatement (Policy Statement) in accordance with Section 312.002 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code (the "Statutes"); and,

WHEREAS, Section 5.e. of the Policy Statement provides for Neighborhood Empowerment Zones to be established as available incentives; and,

WHEREAS, on July 24, 2023, via Resolution No. RE-4045-23, the City Council designated and created Neighborhood Empowerment Zone Number 1, and on April 28, 2025, the City Council expanded the boundaries of the Neighborhood Empowerment Zone Number 1; and,

WHEREAS, Starpoint Real Estate, LLC (the "Company") owns real property located within Neighborhood Empowerment Zone Number 1, specifically, 260 N. Mitchell Road, Mansfield, Texas, 76063 (the "Property"); and

WHEREAS, Company intends to develop the Property as a medical office building (the "Project"), consisting of improvements, and which Project will be more fully described herein, which improvements, upon completion, are expected to result in a minimum of 8,000 SFT medical office building with a minimum capital investment of Three Million and No/100 Dollars ($3,000,000.00); and

WHEREAS, in order to induce the Company to develop the Property, the City desires to provide, pursuant to the Statutes, an incentive to the Company for developing the Property in a manner that is beneficial to the City and its residents; and

WHEREAS, the City possesses the legal and statutory authority under the Statutes to create programs to promote local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, the City has determined that the grant provided for under this Agreement is in the best interest of the City and will serve the public purpose of promoting local economic

development, will diversify the economy of the state and the City, and will enhance business and commercial activity within the City; and

WHEREAS, to maintain and/or enhance the commercial and economic base of the Mansfield area to the long-term interest and benefit of the City, in accordance with the Statutes, the City desires to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Affiliate" of Company means any other person directly controlling, or directly controlled by or under direct common control with the Company. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Company, or (b) direct or cause the direction of management or policies of the Company, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Company or any affiliate of such lender.

"City" means the City of Mansfield, Texas.

"City Council" means the City Council of City.

"City Manager" means the City Manager of City, or his authorized designee.

"Effective Date" means the date this Agreement is fully executed by the parties.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Force Majeure" means any act that (i) materially and adversely affects the affected party's ability to perform the relevant obligations under this Agreement or delays such affected party's

ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party's fault or negligence, and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes, and inclement construction weather (except as provided below); (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party, shortages in labor or materials; (e) fires; (f) epidemics or pandemics where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of the Company or any Affiliate of the Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Company, or any construction contracts for the Infrastructure or the Project.

"Improvements" means construction of a minimum of 8,000 SFT medical office building, including a minimum capital investment of Three Million and No/100 Dollars ($3,000,000.00).

"Grant" means a reduction in City Roadway Impact Fees ("Roadway Fees") to the Company at a maximum cap of Sixty-Five Thousand and No/100 Dollars ($65,000.00) for the Project. Company shall be required to comply with the full payment of all other City Impact and Permitting Fees.

"Term" means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2
TERM

2.1 The Term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein.

ARTICLE 3
PROGRAM GRANT

3.1 Compliance with Laws. Construction of the Project must be done in accordance with all applicable federal, state, and local laws, codes, and regulations.

3.2 Conditions Precedent and Covenants of Company. In order to qualify for the Grant, Company must satisfy the conditions set forth in this Article 3.2.

(a) Conditions Precedent: Company must satisfy all of the following conditions precedent in order to qualify for the Grant:

(i) Commencement of Project. Company shall have obtained a building permit within one hundred eighty (180) days of the Effective Date, as such date may be extended by delays caused by Force Majeure.

(ii) Company shall have made a capital investment of not less than Three Million and No/100 Dollars ($3,000,000.00) in the Improvements, including, without limitation, hard and soft construction costs relating to the Improvements.

(iii) Construction of Improvements. Company agrees that it will construct (or cause to be constructed) the improvements in a good and workmanlike manner in accordance with the City-Approved Permit and all applicable state and local laws and regulations regarding the design and construction of the improvements or have a valid waiver or variance thereof. Company shall be responsible for completing and/or correcting any work not constructed in accordance with the City-approved plans and specifications.

(iv) Inspection and Acceptance. During the construction of the Improvements, the City and its agents and employees shall have a reasonable right of access to the Property to inspect the Improvements to confirm compliance with the City-Approved Permit, this Agreement, and all applicable state and local laws and regulations regarding the design and construction of the Improvements or that the Company has a valid waiver or variance thereof. Notwithstanding the foregoing, the City's right to access the Property is conditioned upon the City providing Company with twenty-four hours (24) written notice prior to an inspection. Further, any inspection shall be conducted during normal business hours and in a manner so as to not disrupt construction of the Improvements.

A failure by Company to satisfy all of the foregoing conditions precedent shall not constitute an Event of Default under this Agreement, but as a result of such failure, the City shall have no obligation to award the Grant to Company under this Agreement, and this Agreement shall automatically terminate, and Company and the City shall have no further obligations under this Agreement.

3.3 Covenants of the City. Subject to Company's satisfaction of the conditions in Article 3.2, the City will be obligated to do the following: The City agrees to reduce the City's Roadway Impact Fees ("Roadway Fees") for the Project at a maximum cap of Sixty-Five Thousand

and No/100 Dollars ($65,000.00) (the "Grant"). Company shall be required to comply with the full payment of all other City Impact and Permitting Fees.

ARTICLE 4

TERMINATION, DEFAULT, AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS

4.1 Termination. This Agreement may be terminated upon any one or more of the following after which the Parties shall no longer have any obligations under this Agreement, except as expressly provided in this Agreement:

(a) By mutual written agreement of the Parties;

(b) Upon the occurrence of any one or more of the following (an "Event of Default"):

(i) Upon written notice by either Party, if the other Party defaults or materially breaches any of the terms or conditions of this Agreement and such default is not cured within sixty (60) days after said written notice, or if default cannot reasonably be cured within sixty (60) days, the defaulting Party does not commence to cure such default within said sixty (60) day period and thereafter diligently proceed with its efforts to cure the same;

(ii) Upon written notice by either Party, if the other Party suffers an Event of Bankruptcy or insolvency;

(iii) Upon written notice by the City, if any legally-imposed ad valorem taxes owed on the Property and/or improvements by Company, or arising on account of Company's operations on the Property, become delinquent and Company does not either pay such ad valorem taxes and any associated penalties and interests or follow the legal procedures for protest and/or contest of any such ad valorem taxes, and such delinquency is not cured within thirty (30) days after the delivery of a second (2nd) written notice thereof; provided, however, that Company retains the right to timely and properly protest and contest any such ad valorem taxes and the same shall not be deemed delinquent during the pendency of such proceedings and so long as Company is timely and properly following the legal procedures for protest and/or contest of such ad valorem taxes; or

(c) Upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

4.2 Other Remedies:

(a) In the event of the termination of this Agreement due to an Event of Default by Company, Company's obligations to make the repayments set forth in this Article 4, subsection 4.3 below shall survive termination of this Agreement.

(c) Without terminating this Agreement, the non-defaulting Party shall further have the power to bring an action to collect any amounts owing by the defaulting Party. Further, each Party shall have the right to bring an action for a declaratory judgment.

(d) The sole and exclusive remedies of Company for a breach or default by the City under this Agreement, and the sole and exclusive remedies of the City for a breach or default by Company under this Agreement, shall be those expressly provided for in this Article 4 and elsewhere in this Agreement. Company, and the City each hereby waives any other remedies under law or in equity.

4.3 Repayment. The City shall be entitled to recapture any portion of the Grant which was made based upon false or fraudulent information certified to or provided by Company and for which Company would not otherwise have been entitled. In addition, the City shall be entitled to any action to recover any amounts owed by the Company as a result of an Event of Default.

4.4 Force Majeure. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts or prevents performance.

ARTICLE 5
GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties with respect to the transaction contemplated herein.

5.2 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the City.

5.3 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. Except as provided below, Company may not assign any portion of this Agreement without the prior written approval of the City Council, which approval will not be unreasonably withheld or delayed with respect to an assignment to an Affiliate. In the event Company is either sold or merged into or transfers substantially all of its then owned assets to another entity, the City hereby consents to such sale, merger, or transfer and consents to any assignment of Company's rights and obligations under this Agreement to such receiving entity as a result of such sale, merger, or transfer. Company shall provide the City with written notice of any such assignment.

5.4 Indemnity. COMPANY SHALL INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICERS, OFFICIALS, CONSULTANTS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ACTUAL DAMAGES INCURRED BY THE CITY RESULTING FROM ANY AND ALL THIRD-PARTY CLAIMS OF ANY LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES OF ANY CHARACTER OF SUCH THIRD PARTIES, INCLUDING BUT

NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEY'S FEES, RELATED TO OR RESULTING FROM ANY GROSSLY NEGLIGENT ACTS OR OMISSIONS OF COMPANY IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING IN THIS INDEMNITY SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. COMPANY'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

5.5 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

5.6 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.7 Choice of Law/Venue/Attorney Fees. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each Party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

5.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.9 No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a company or joint venture between the Parties.

5.10 Limitation of Liability. The Parties further agree that neither Party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

5.11 Governmental Functions and Immunity. The Parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions. Further, the Parties agree

that this Agreement is subject to all applicable provisions of the Texas Civil Practice and Remedies Code.

5.12 Representations and Warranties. Each Party represents and warrants that it has the requisite authority to enter into this Agreement.

5.13 Notice. Any notice or other communication ("Notice") given under this Agreement shall be in writing, and may be given: (a) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (b) by personal delivery of the Notice to the Party; or (c) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. For the purposes of Notice, the addresses of the Parties are, until changed as provided below:

City:

City of Mansfield
Attn: City Manager
1200 East Broad Street
Mansfield, Texas 76063

with a copy to:

City of Mansfield
Attn: City Attorney
1200 East Broad Street
Mansfield, Texas 76063

Company:

Starpoint Real Estate, LLC
Attn: Viral Lathia
1206 Ridge Crest Road
Mansfield, Texas 76063

with a copy to:

Either Party may change the address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph

5.14 City Council Approval. This Agreement is not valid unless first approved by the City Council. Execution of this Agreement by the City below shall be evidence that the requisite approval from the City Council has been received.

5.15 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.16 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto.

5.17 Texas Boycott Prohibitions. To the extent required by Texas law, Company verifies that:

(a) Texas Government Code § 2274. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the Term of this Agreement discriminate against a firearm entity or firearm trade association. Deed restrictions against a gun store or gun range in a development in which Company has a business shall not violate this provision.

(b) Texas Government Code § 2274. Company does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the Term of this Agreement.

(c) Texas Government Code § 2276. Company does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the Term of this Agreement.

(d) Repeal of Law. The provisions of (a), (b) and (c) of this subsection 17 shall apply, and Company agrees to comply with the provisions such provisions only so long as they remain required by applicable law.

5.18 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to enhance development opportunities within the City and to further the diversification of the commercial operations in the City. The terms of this Agreement implement the program. The City represents and warrants to Company that the program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the program and enter into this Agreement.

5.19 380 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the Term of this Agreement to make a good faith effort to appropriate funds to provide the Grant for this Agreement. Further, the City shall not be obligated to pay any lienholder, commercial bank, lender, or similar Person or financial institution for any loan or credit agreement made by the Company. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered by Company in favor of any lienholder, commercial bank, lender, or similar person, or financial institution.

5.20 Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, Company certifies that as of the Effective Date of this Agreement and throughout the Term of this Agreement, Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the Term of this Agreement, Company shall repay to the City the total amount of Chapter 380 Payments paid to Company under this Agreement, plus interest at Agreed Rate, not later than the 120th day after the date the City notifies Company of the violation. It is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, (a) Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom Company contracts; (b) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (c) the date that "the City notifies Company of the violation" may not be earlier than the date that Company has been "convicted of a violation" as provided in the immediately preceding subsection. Company agrees to provide written notice to the City if Company is convicted of a violation within sixty (60) days after the time for all appeals has expired. For purposes of this Section, "Agreed Rate" shall mean the lesser of: (i) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as on short term uninsured loans to their most creditworthy borrowers and (ii) the highest lawful rate. This Section shall apply only so long as, and to the extent that, 8 U.S.C. § 1324a(f) and Chapter 2264 of the Texas Government Code remain in effect.

5.21 Texas Public Information Act; Confidentiality. Company acknowledges that information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition, Company acknowledges that the City shall submit to the Texas Comptroller the information as required by Section 380.004 of the Texas Local Government Code.

5.22 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.23 Full Execution Required. This Agreement will not be binding on either Party unless fully executed by both Parties. Signature pages shall begin on the following pages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF MANSFIELD

_____
City Manager, or his designee

Date: _____

ATTEST:

_____
Susana Marin, City Secretary

THE COMPANY:

STARPOINT REAL ESTATE, LLC,
a Texas limited liability company,

By: _____

Name: _____

Title: _____

Date: _____