



City Council - Regular Meeting

July 27, 2026 - 3:00 PM

Council Chambers

1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

2. WORK SESSION

FY '26-'27 Budget Updates

Discussion Regarding the July 27, 2026 Consent Agenda Items

3. RECESS INTO EXECUTIVE SESSION

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

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

- i. Seek Advice of City Attorney Regarding Contract Negotiations Related to Health Insurance
- ii. Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 3.D of the Agenda

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

- i. Land Acquisition for Future Development
- ii. Land Acquisition #25-21

C. Personnel Matters Pursuant to Section 551.074

- i. City Attorney Quarterly Review

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

- i. Economic Development Project #21-33
- ii. Economic Development Project #22-27
- iii. Economic Development Project #23-04

iv. Economic Development Project #26-03

v. Economic Development Project #26-05

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

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. TEXAS PLEDGE

8. CITIZEN COMMENTS

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

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

9. COUNCIL COMMENTS

10. STAFF COMMENTS

A. City Manager or Authorized Representative

i. Current/Future Agenda Items

ii. City Manager Updates

iii. Departmental Updates

Departmental Quarterly Report Q3

Presenters: Bernadette McCranie, Director of Communications and Outreach

Attachments:

1. Mansfield Quarterly Q3 2026

11. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

12. APPROVAL OF SUB-COMMITTEE MINUTES

26-2514: Minutes - Approval of the July 13, 2026 Tax Increment Reinvestment Zone #2 Board Meeting Minutes (vote will only be taken by members of the Board: Bounds (Chair), Newsom, Evans, and Simmons)

Presenters: Susana Marin, City Secretary

Attachments:

1. 7-13-26 Draft Minutes

13. CONSENT AGENDA

26-2484: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract Between the City of Mansfield, Texas and Shield Engineering Group, PLLC, in an Amount Not to Exceed \$443,687.20 for the Design of the Reconstruction and Drainage

Improvements of Kings Way Drive and Bishop Drive (Dallas St to Fort Worth St); Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required By Law; And Declaring an Effective Date (Street Bond Fund)

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

1. Resolution
2. Exhibit A
3. Map

26-2485: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of Hillcrest Street Reconstruction Including Potere Construction, LLC for Construction, Brittain and Crawford, LLC for Surveying, and Raba Kistner, Inc. for Material Testing and Authorizing Funding for an Amount Not to Exceed \$1,601,716.67; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required By Law; And Declaring an Effective Date (Street Bond Fund)

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

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

26-2487: Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing the Purchase of Property Located at 113 N. 4th Avenue, Mansfield, Texas, for the Walnut Creek Linear Park Trail System; Authorizing the City Manager, or 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 (GO Bonds)

Presenters: Matt Young, Executive Director of Community Services

Attachments:

1. Resolution
2. Purchase-Sale Agreement

26-2506: Minutes - Approval of the July 13, 2026 Regular City Council Meeting Minutes

Presenters: Susana Marin, City Secretary

Attachments:

1. 7-13-26 Draft Minutes

14. PUBLIC HEARING AND FIRST READING

26-2446: Ordinance - Public Hearing and First Reading on an Ordinance Approving Proposed Amendments of Chapter 155, "Zoning," of The Code Of Ordinances of the City of Mansfield, Texas, by Amending Section 155.012 to Establish Definitions Related to Commercial Drone Delivery; Amending Section 155.054(F), Table "F" and Table "O," to Allow Commercial Drone Delivery by Right or By Specific Use Permit in the C-1, C-2, C-3, I-1, I-2, and PD Districts; Amending Section 155.099 to Establish Special Conditions Governing Commercial Drone Delivery and Revise Special Conditions Governing Airports, Heliports, Helistops, And Vertiports (OA#26-002)

Presenters: Clayton Comstock, Executive Director of Planning and Development

Attachments:

1. Ordinance
2. Public Input

15. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the July 27, 2026 Regular City Council Meeting Agenda was

posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on July 21, 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.

Mansfield Quarterly

FISCAL YEAR 2026

QUARTER 3



**Spark Smart helped
keep safety top of mind for
residents this Fourth of July**



Like this content?
Scan to subscribe

Mansfield Quarterly

BENEFIT

TABLE OF CONTENTS

Building Safety.....	4
Communications & Outreach.....	6
Cultural Arts.....	8
Economic Development.....	9
Engineering Report.....	11
Historical Services.....	15
Intern Corner.....	16
Mansfield Public Library.....	17
Municipal Court.....	19
Parks & Recreation.....	21
Planning & Zoning.....	24
Public Works.....	28
Regulatory Compliance & Animal Control..	31
Special Events.....	34
Visit Mansfield.....	35



True **NORTH**

The City of Mansfield's GUIDING PRINCIPLES

Noteworthy Essentials

The City of Mansfield will continue to deliver high-quality essential services to its residents, businesses, and visitors.

Organizational Excellence

The City of Mansfield will foster a healthy environment for its employees to maximize productivity, boost morale, attract high-quality candidates and establish itself as a destination employer.

Remarkable Experiences

The City of Mansfield will find creative and innovative ways to provide its residents, businesses and visitors with world-class amenities and experiences - above and beyond the essential functions and services.

Together As One

The City of Mansfield will remain a close-knit community as growth continues. The City of Mansfield will provide world-class social infrastructure and opportunities for all its residents to connect and enjoy remarkable experiences together.

Healthy Economy

The City of Mansfield will support and strengthen its economy in all strategic decision-making and will leverage its assets to preserve its economic vitality.



BUILDING SAFETY

The Building Safety Department ensures the safe and lawful use of buildings and properties by education and compliance with adopted construction codes. We facilitate safe development in permitting, plan examination, and inspections with professional customer service.

Building Safety Activity Apr. 1 to June 30, 2026

Inspected and Completed

- 1441 Heritage Parkway - UAC Expansion
- Mouser Way between 287 and Main Street - Watson Branch Phase 1
- M3 Ranch Road - M3 Ranch Phase 2
- 990 N. Walnut Creek Ste. 2018 - Foster & Sear LLP
- 1475 Heritage Parkway Ste. 325 - Kristin Ellyn Aesthetics
- 1275 N. Main Street Ste. 206 - Armadillo Wireworks

Permit Issued and Under Construction

- 2401 E. Broad Street - Retail Shell Building
- 610 N. US 287 - Longhorn Steakhouse



Bojangles, 1734 US 287

Fees Collected
\$2,082,026.57



Electrical Inspection



Mansfield Stadium 3405 Stadium Drive

BY THE NUMBERS APR. 1 to JUNE 30

Received, performed plan review,
and issued permits including:

- 4,514 Inspections Conducted
- 1,385 Issued Permits
 - 481 Single-Trade Permits
 - 300 Garage Sales
 - 114 New Single-Family Homes
 - 81 Residential Remodels
 - 54 Certificate of Occupancy
 - 26 Alternative Energy (Solar)
 - 26 Commercial Remodels
 - 25 Residential Swimming Pools
 - 22 Townhome
 - 18 Other/Miscellaneous
 - 18 Sign Permit
 - 13 New Commercial Projects

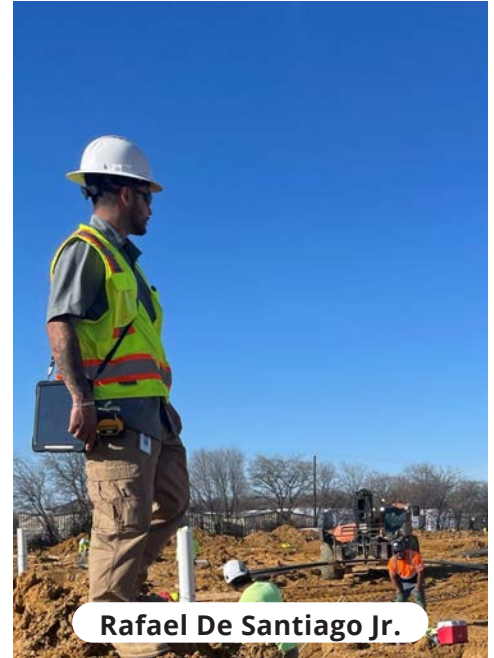
BUILDING SAFETY

National Fire Protection Association Conference & Expo

Chris A. Valtierra, CBO attended the National Fire Protection Association Conference & Expo from June 21 - 24, 2026 in Clark County, NV; he participated with a global community of professionals dedicated to protecting people and property at the premier event for fire, electrical, and life safety. The National Fire Protection Association Conference & Expo brings together experts, suppliers, and safety professionals to share knowledge, explore cutting-edge technologies, and help strengthen compliance across industries.



Electrical Inspection



Rafael De Santiago Jr.

2024 ICC Building Codes and 2026 NEC Adoption

The Building Safety team convened a meeting of the Construction Codes Board of Adjustments & Appeals on June 16, 2026, to discuss the 2024 ICC Building Codes and 2026 National Electric Code (NEC) adoption process. This team will convene another meeting to continue the discussion on July 21, 2026.



Building Inspection

Building Safety Highlights

Congratulations go to Rafael De Santiago Jr. for obtaining his Texas State Board of Plumbing Examiners (Plumbing Inspector License) on May 12, 2026.

This is a great accomplishment, and the Building Safety team is incredibly proud of his hard work and dedication.



Costco, 1500 S US 287

COMMUNICATIONS & OUTREACH

The Communications and Outreach team creates and delivers external communications for Mansfield to maintain transparency and engagement with its residents. This department oversees the website, social media and media relations on behalf of the city. This team is responsible for creating engagement opportunities through outreach events, My Mansfield Muni-Versity and the Mansfield Volunteer Program.

Communications & Outreach (C&O) wrapped up a busy third quarter, continuing to showcase the Mansfield community. The team expanded **MansfieldFanZone.com** as a resource for residents, visitors, and businesses alike by providing updates and resources on the Summer of Soccer. C&O amplified digital content and fielded media coverage to continue telling Mansfield's story.

The Summer of Soccer took center stage, as C&O worked alongside the Mansfield Economic Development Corporation and Convention and Visitors Bureau to help local businesses prepare for visitor traffic. The City hosted a General Briefing for local businesses and supported the Economic Development Corporation's Kickoff to Commerce, providing resources and information to make the most of the increased activity.

Behind the scenes, C&O played a key role in regional preparedness efforts. In support of the matches in Arlington, the team participated in emergency communications training with the North Texas Public Information Officers, hosted a regional networking luncheon to share best practices, and provided communications support from the Emergency Operations Center throughout the event.



Regional Lunch

Building on the success of Road Scholars and Mansfield Snap, C&O introduced a new video series, Economic Development Spotlight, which will feature significant development projects as they move forward, helping residents better understand the growth taking place across Mansfield. All three series are online and on the City's Facebook, Instagram, and YouTube channels.

C&O continued the in-person Council Chat micro-events, hosting sessions in both April and June. April's event took place during the City's annual Earth Day festivities with Mayor Michael Evans and Council Member Juan Fresquez, while the June gathering took place with Mayor Pro Tem Todd Tonore and Council Members Tamera Bounds and Todd Simmons at Bahama Bucks, 1571 E. Debbie Lane. This initiative is aimed at connecting residents with their representatives in a casual atmosphere. New events are coming soon in July and August.



Council Chat

In June, staff represented the City at the annual Texas Association of Municipal Information Officers conference, where they gained valuable insights into current trends and providing the best information

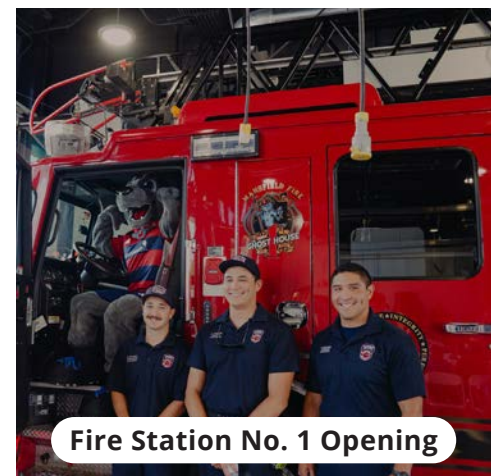
for residents. Mansfield was proud to bring home the Award of Honor for Best Regular or Recurring Program in Video, and the TAMI award for Best Photography using multiple images.



TAMI Award

The team was excited to welcome summer intern Andrew Roy, a Marketing major from the University of Texas at Arlington. To read about Andrew and the summer's City interns, check out the Intern Corner.

As always, it was an event filled quarter with the team there to capture it. From the opening of Fire Station No. 1 to the Community Practice with the Czechia National Team, C&O worked to share the stories that continue to bring Mansfield together.



Fire Station No. 1 Opening

COMMUNICATIONS & OUTREACH

Neighborhood Services is a multi-departmental program committed to enhancing the quality of life for residents of Mansfield through engagement, education, and empowerment. Neighborhood Services strives to develop strategies to build community, and increase collaborative partnerships.



Earth Day

Neighborhood Services

The quarter began with Earth Day celebrations, where C&O joined City departments in supporting the event. Staff helped coordinate volunteers and hosted a fun planting activity alongside the Council Chat booth, providing residents with another opportunity to connect with City staff.

In May, C&O teamed up with Public Works for the annual May the Fourth Community Cleanup. Residents and families from across Mansfield joined to battle the forces of litter during this week. Thank you to everyone who volunteered to Keep Mansfield Beautiful!



Nextdoor Members 42,380 (+618)



Facebook Followers 36,577 (+1,045)



Youtube Subscribers 1,004 (+49)



LinkedIn Members 2,965 (+121)



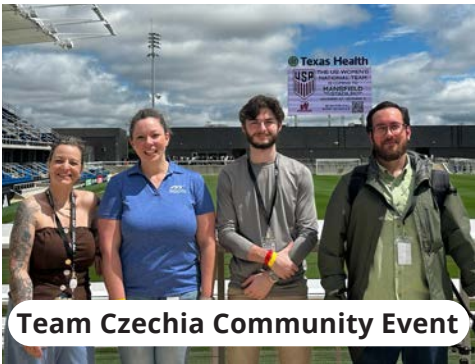
Instagram Members 3,695 (+710)

During Music Alley, we celebrated our incredible volunteers through the annual volunteer appreciation efforts. They received meal tickets and tokens of appreciation from local businesses as a thank you for their time and dedication.

Mansfield’s faith-based community partners continued to show up in a big way, supporting the community through multiple serve days. This quarter’s spotlight is on Creekwood Church. Thank you for serving Mansfield.



The quarterly Neighborhood Leadership Roundtable took place in April and focused on Regulatory Compliance. Regulatory Compliance Supervisor Jarred Mason provided an overview of the code compliance process, highlighted some common violations, and shared tips to keep Mansfield neighborhoods looking their best.



Team Czechia Community Event

BY THE NUMBERS APR. 1 to JUNE 30

Top Posts by Reach

367K	Mansfield Rocks Advance
309K	Trader Joe’s Update
239K	Czech Out Mansfield Advance
108K	Team Czechia Community Event Recap
76K	NTTA Road Closure Share
70K	NTTA Public Meeting

MansfieldTexas.Gov

665K	Total Page Views
246K	Total Users

Top Pages by Views

48K	Homepage
38K	Search
28K	Job Opportunities
23K	Library
16K	Calendar

CULTURAL ARTS



"Stories on Canvas"

The Cultural Incubator Program

Local artists and cultural arts organizations are given access to low-cost venues and support with administrative work and marketing efforts. This allows for a wide array of programming offered to our burgeoning community.



"Freedom's Voice"

Public Art Around Town

Oliver Nature Park was the destination for two new monarch-themed art benches in early May. Later that month, QR codes were installed on all current public art signage, allowing patrons to learn more regarding each of the pieces. After these codes became active, over 161 scans were recorded across all four public art signs.



Monarch-themed Art Bench

This quarter, the Art Truck visited 16 locations around Mansfield including special events, sports tournaments, schools and parks, serving thousands of visitors. Art Truck guests in April and May enjoyed the "Under the Sea" installation created by Rogene Worley art students. In June, the "America 250" installation was on display, created by local artist Robin Moody. "America 250" will be featured through early August.

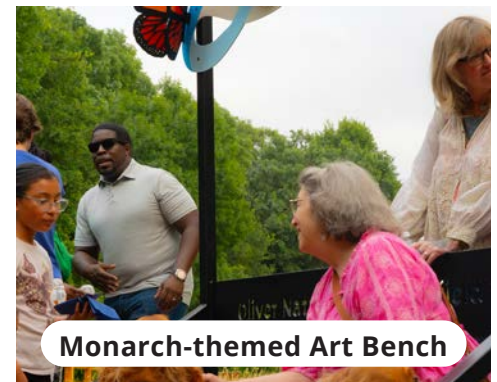


"America 250"

The Public Art Trail is a project being completed by staff and the Cultural Arts intern, Lita. The overall goal is to capture art around Mansfield and in our cultural district. This process will be ongoing with real time updates.



Art Truck



Monarch-themed Art Bench

BY THE NUMBERS APR. 1 to JUNE 30

Farr Best Theater

8,300 Visits
78 Days of Use
26 Shows
7 Private Events

Wallace Hall Art House

768 Visits
26 One-time Events
5 Workshops Recurring Monthly
4 Classes Recurring Weekly
3 Exhibitions

ECONOMIC DEVELOPMENT

The Mansfield Economic Development Corporation's (MEDC) mission is to increase the City of Mansfield's tax base by attracting new development to the community and assisting with the retention and expansion of existing businesses. MEDC engages in a wide variety of marketing initiatives to help new and existing businesses in Mansfield grow and expand.

April 2 - ULI Impact Awards Gala

Staybolt Street was nominated as a finalist for an Urban Land Institute (ULI) Impact Award, one of 26 projects in the Dallas-Fort Worth region that were considered to be the most transformative work in land use and development.



April 14 - MBA Quarterly Luncheon

The Mansfield Business Alliance (MBA) hosted their Q2 Luncheon with a discussion featuring Mayor Michael Evans, City Manager Joe Smolinski, and a presentation of the Business of the Month Award.



April 17 - Mission Mansfield Golf Tournament

MEDC participated in Mansfield Mission Center's 11th Annual Charity Golf Tournament, a fundraiser that directly supports the Mansfield ISD community.



April 23 - Mansfield ISD Ben Barber Innovation Academy Tour

MEDC hosted the second annual Mansfield ISD Ben Barber Innovation Academy tour, where the local business community connected with teachers and students. Attendees explored supporting workforce development and job readiness for the future of Mansfield.



May 7 - Aerospace Supplier Connection Symposium

MEDC helped host TMAC's Aerospace Supplier Connection Symposium, which joined local manufacturers and aerospace contractors for networking and growth. The event featured a panel on government contracting, 1-to-1 matchmaking sessions for suppliers, and industry workshops, with tours of Sellmark's innovative facilities and the Verdexium manufacturing hub.



May 12 - Kickoff to Commerce

MEDC and the Convention & Visitor's Bureau held the Kickoff to Commerce workshop, which featured a panel of expert speakers such as Eulaine Lashley, President and CEO of Texas Health Hospital Mansfield, Matt Denney, General Manager of North Texas SC, who gave insights to local business owners on what to expect and how to best prepare for the visitors coming in for the FIFA World Cup 2026™.



ECONOMIC DEVELOPMENT

May 13 - Aligned Data Center Tour

Staff and City Council members went to tour the nearly completed Aligned Data Center.



Aligned Data Center Tour

May 18-20 - International Council of Shopping Centers (ICSC) in Las Vegas

MEDC attended ICSC Las Vegas, one of the world's largest commercial real estate conferences. This year, MEDC hosted a booth on the convention floor for the first time.



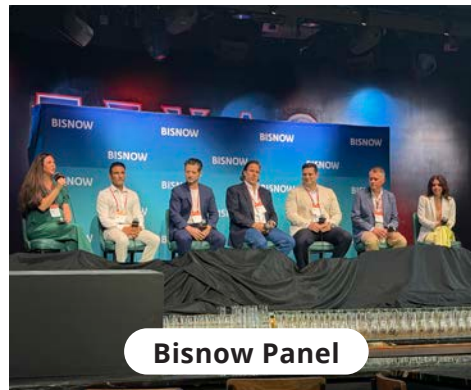
ICSC Networking



ICSC Mansfield Booth

June 2 - BisNow Experiential Retail & Mixed-Use Summit

Presented by MEDC, the DFW Experiential Retail & Mixed-Use Summit collected North Texas's top developers, owners, and capital partners to explore how the region's shopping centers and lifestyle districts are being redefined for the next market cycle. Assistant Director Rachel Bagley moderated a panel on how capital, design and leasing come together to deliver a financeable neighborhood and suburban retail.



Bisnow Panel

June 17-19 - Texas Economic Development Council Mid-Year Conference

MEDC Staff attended TEDC's Mid-Year Conference in Plano, where they networked with industry peers and attended engaging panels featuring economic development experts on current and emerging issues and trends.



TEDC Conference

June 23-26 - BIO International Conference

Mansfield representatives attended the BIO International Conference held in San Diego, one of the largest events for biotechnology. They had the chance to hear from industry leaders from across the globe. Attendees connected with various biotech startups and also pharmaceutical companies.



BIO International Conference



BIO International Conference

ENGINEERING REPORT

This Engineering Report spotlights the department's ongoing roadway, utility, and development efforts. Our multidisciplinary team comprised of Capital Projects, Development Support, GIS, and Construction Inspections works in tandem to modernize Mansfield's infrastructure. By documenting these high-impact initiatives, the Engineering Report provides a transparent look at the essential work being done to manage our city's rapid growth with technical precision.

Engineering Highlights



Brenda Espinoza

Brenda Espinoza

Ever noticed a leaning power pole, a crooked phone box, or a hanging utility line? Brenda Espinoza notices them every day. As a Right-of-Way (ROW) Inspector with 25 years of dedicated City service, keeping our public spaces safe, functional, and beautiful is her daily mission. Brenda brings an unparalleled depth of knowledge to her role. She spent 23 years in the Water Department rising from meter reader to technician and holds extensive TCEQ licensing in water, wastewater, and backflow prevention. Today, she uses that expertise to manage and approve ROW permits for major fiber optic, gas, and electric installations, ensuring that any roads, sidewalks, or landscaping impacted by construction are restored to acceptable standards. When projects disrupt traffic, she inspects traffic control plans to keep drivers safe. Beyond the

technicalities, Brenda's true specialty is connection. She serves as the vital link between the City, utility companies, and residents. On any given day, she might explain utility flags to a homeowner, resolve property damage like a broken driveway, or coordinate with internal teams to minimize disruptions for citizens. In a fast-growing city, staying on top of every moving piece is a monumental task, but with a quarter-century of experience, Brenda is the expert the City needs.



Beth Trepanier & Bryan Ahumada, P.E.

Beth Trepanier

It is hard to believe a year has passed since Beth Trepanier joined the City of Mansfield as our Development Services Lead! Guiding our Planning, Building Safety, and Engineering departments, Beth brought a unique perspective from her time with a private developer in San Antonio. From day one, Beth's hands-on approach took her out of the office and into the field to learn our

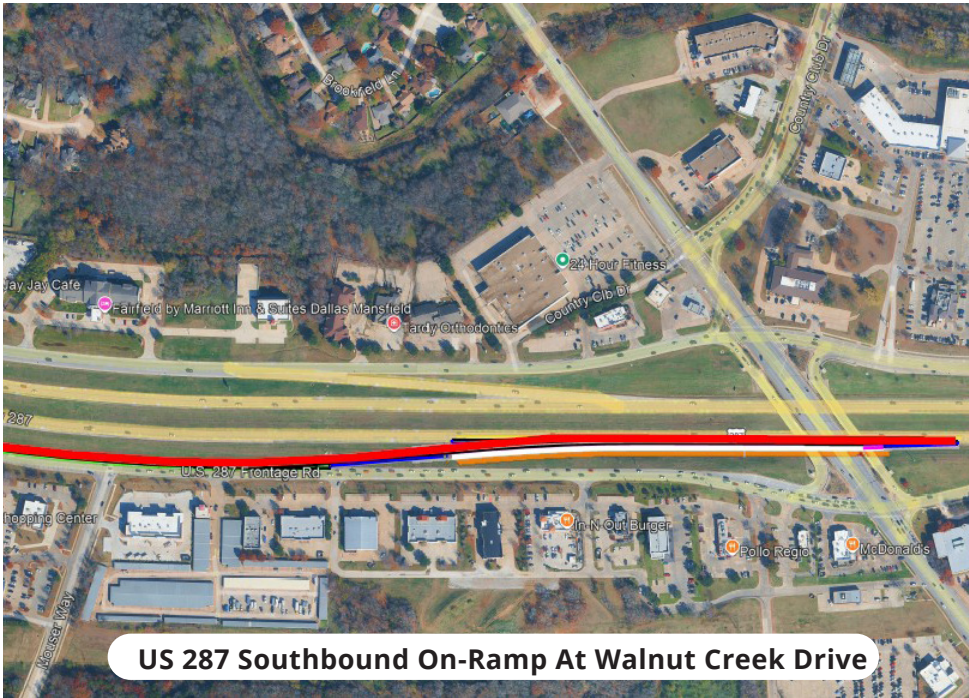
operations from the ground up. Recently, she's been on-site with Capital Projects Supervisor Bryan Ahumada, learning the ins and outs of the Heritage Roadway project. By partnering with our internal experts and immersing herself in day-to-day realities, Beth has mastered the "entire picture." This holistic view allows her to connect complex regulations with real-world results, making her an incredible asset for our residents whenever they need clarity and care.

Thank you, Beth, for a fantastic first year, and thank you to leaders like Bryan for helping us build a more connected Mansfield!

Utility Project Spotlights

US 287 Crossing Sewer Repair

This essential infrastructure project will modernize a critical section of Mansfield's utility network by replacing approximately 800 linear feet of failing sewer interceptor line along FM 157 at the US 287 crossing. The upgrade involves the complete removal of the aging 8-inch line and the installation of a larger 12-inch sewer interceptor, providing the increased capacity necessary for our growing community. By reinforcing this major crossing, the city is significantly improving overall system reliability and proactively reducing the risk of service disruptions or overflows. With the bidding process now complete and a contractor officially selected, construction is anticipated to begin this spring. This project represents a vital step in maintaining the high standards of Mansfield's public health and environmental safety.



US 287 Southbound On-Ramp At Walnut Creek Drive

Roadway Projects Spotlights

US 287 Southbound On-Ramp At Walnut Creek Drive

This multi-year project will construct a new southbound US 287 on-ramp just north of Walnut Creek Drive, moving from schematic design to construction procurement. Estimated to take two to three years, the project will provide direct highway access for the busy retail areas along the frontage road and Mouser Way. By adding this entry point, the City aims to alleviate congestion at the Walnut Creek Drive signal and ensure a smoother, safer commute.

Hillcrest Street Reconstruction

The reconstruction of Hillcrest Street, from Fort Worth to Stell, is the third roadway reconstruction initiative within this area. The project replaces a failed concrete roadway with a new asphalt street built to current municipal standards.

In addition to the roadway replacement, the project includes sidewalk improvements to address gaps in the existing pedestrian network. By modernizing the aging infrastructure, the project aims to improve overall safety, ride quality, and pedestrian connectivity throughout the neighborhood.

Heritage Eastbound Parkway

Construction on Heritage Parkway remains active, with significant traffic modifications still in place to accommodate the heavy machinery and crew members. The eastbound lanes between South Main Street and Commerce Drive continue to be entirely closed to traffic. To keep vehicles moving through the construction zone, a two-way traffic configuration is being maintained strictly within the westbound lanes. Because all existing traffic control measures, barriers, and signage remain unchanged, drivers should anticipate minor delays during peak hours. Commuters are encouraged to seek alternate routes whenever possible to bypass the work zone and ease local congestion.

Crews have removed the old eastbound pavement, and active grading is underway to level the roadway. Workers are preparing the exposed subgrade with a lime treatment, a crucial stabilization process that strengthens the soil and creates a durable foundation for the street. This, along with other groundwork activities, is essential for supporting the upcoming paving of the project. Barring severe weather or unexpected delays, this phase of construction is expected to continue through December, and motorists should exercise caution while traveling through the area.



Hillcrest Street Reconstruction

Traffic Impacts

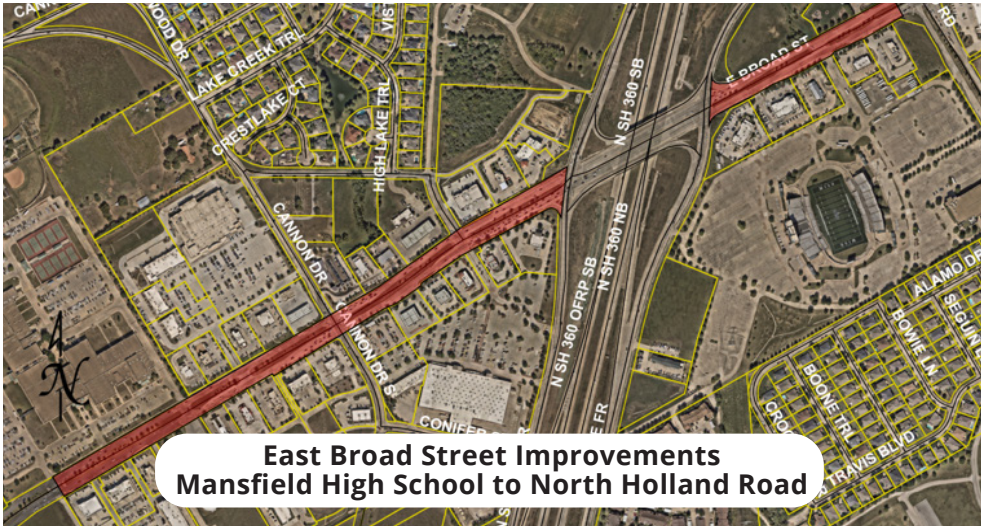
East Broad Street Improvements (Mansfield High School to North Holland Road)

The East Broad Street Improvements Project is advancing to construction. Following a competitive procurement process, a contractor has been selected, with the contract awarded in June 2026. This project will reconstruct and widen East Broad Street, a vital east-west corridor to six lanes, while incorporating essential drainage, waterline, traffic signal, lighting, landscaping, and pedestrian upgrades. Designed to improve mobility, increase capacity, enhance safety, and reduce congestion, construction is slated to begin in late summer 2026. Work will be phased to maintain traffic flow and property access throughout the project, with updates provided as milestones are achieved.

Traffic Impacts Dashboard

To help you plan your travels, we encourage all residents to utilize the Traffic Impacts Dashboard, your primary resource for real-time updates. This interactive tool provides a comprehensive view of all current roadway capital projects, highlighting both partial and full lane closures across the city.

Scan the QR code to access the dashboard instantly on your phone or tablet. Designed to be fully mobile-friendly, this resource can help avoid unexpected delays while you're on the go, ensuring that Mansfield remains a community on the move.



Engineering Capital Projects Dashboard

The Mansfield Engineering Department manages the city's water, wastewater, and street capital improvement programs, all guided by Master Plans updated every five years to meet community needs. To provide full transparency on these investments, we invite residents to explore the Capital Improvements Projects Dashboard.

This interactive, mobile-friendly resource allows you to track roadway and utility projects from design through construction right from your smartphone. Whether you're at home or on the go, stay informed on how we are building a better Mansfield together.



Scan this QR code to see the Engineering Capital Projects Dashboard





Costco

Costco

The Costco development is a 46-acre commercial project located at the northwest corner of U.S. Highway 287 and Lone Star Road. The site will feature a new Costco warehouse store along with several future commercial pad sites, making it a significant addition to Mansfield's growing retail providers and community.

Construction of the Costco store is nearing completion, with utility installation and paving work substantially complete. The store is expected to open within the next 90 days, bringing expanded shopping and service opportunities to residents and visitors. Future development of the adjacent commercial pad sites will further enhance the area and contribute to the continued economic growth of the community.

Trader Joe's

Located at the southeast corner of East Debbie Lane and Matlock Road, this 5.105-acre, two-lot commercial development is progressing steadily. Three building permits have been approved, including one for a highly anticipated specialty grocery store. With utilities installed and Country Grove Drive fully paved, public infrastructure is substantially complete, clearing the way for continued vertical construction.

Engineering Development Team Spotlight



Emily Hutchins

Emily Hutchins is the Development Project Manager for the City of Mansfield, where she has served for nearly two years. She previously worked with the Town of Pantego's Public Works Department while earning her undergraduate degree in 2024.

Committed to professional growth, Emily began her Master of Public Administration through the City's cohort program in Fall 2025 and earned her Engineer-in-Training (EIT) certification in March 2026. She is passionate about community service and mentoring others. Outside of work, Emily enjoys teaching, line dancing, and traveling across the country.

The Village at South Pointe Phases 1 & 2

The Village at South Pointe continues to make significant progress as a mixed-use development in Mansfield. Public infrastructure improvements, including roadways and utility installations, have been completed, providing the foundation for future development.

The project includes two phases consisting of 12 development lots and a mix of multifamily and townhome residential uses. City staff are currently working closely with the developer on permitting the first phase of multifamily and townhome construction. Once completed, the development will add a variety of housing options to the community and contribute to the continued growth of the South Pointe area.

Water Mill Square

Located at 104 South Main Street, Water Mill Square is a two-acre, mixed-use retail and office development in Downtown Mansfield. Currently in the utility installation phase, this revitalization project will ultimately bring new dining, shopping, and business opportunities to the historic district.

Mansfield Fire Station

The City of Mansfield officially completed the new Fire Station No. 1, located at 203 South Walnut Creek Drive, on April 8, 2026. This modern facility enhances the City's emergency response capabilities and public safety infrastructure to better serve the growing community.

Bonner Farmhouse Addition

This is a new 3-acre residential development along Bonner Drive that will feature 13 single-family lots and 3 preserved open space lots. Civil engineering plans for the neighborhood's public infrastructure were officially approved for construction on June 10, 2026.

HISTORICAL SERVICES

National Historic Preservation Month

May is National Historic Preservation Month. This year, the museum collaborated with the Historic Landmark Commission for preservation-related events in both April and May. The Historical Commission planned a classic car show, chalk art contest, and a scavenger hunt which all took place in historic downtown Mansfield.

Together, the museum and commission, along with the Mansfield Historical Society, worked on a project called This Place Matters. 31 historic places were selected and signs were placed at each location. The locations were revealed each day in May on the Historic Preservation Month's webpage along with a short synopsis of the role each location played in Mansfield's history.

This is the sixth year the City of Mansfield has participated in Historic Preservation Month and plans are already underway for next year.

Texas Association of Museums Conference

On April 6-9, museum staff members and Historic Preservation Advisory Board members attended the Texas Association of Museums, a state-wide museum organization, conference in McAllen. This was the fifth year that board members attended the conference and reported that their attendance was beneficial in helping them better understand professional museum practice.



Guests Served

2,561
Visitors

26
Researchers

71
Volunteers

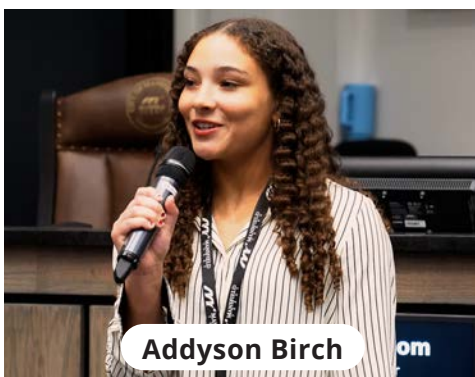
History Camp

This June, the museum began its free, half-day History Camp sessions at the Man House Museum. The camp, designed for elementary and middle school students, ran June 8-12 and 22-26. The first week was for grades 1-3 and the second was for 4-6 graders. Kids learned about the history of the Man family and early Mansfield as well as what life was like in the 19th century. They played games, did crafts, made food and many other activities. In July, there will be additional camps, including a week for middle school campers and some additional weeks for 1-3 and 4-6 graders.



The next Historical Preservation Advisory Board meeting will take place at 6 p.m. on Aug. 27 at the Mansfield Historical Museum (102 N. Main Street).

INTERN CORNER



Addyson Birch

Addyson is interning with Human Resources. She helped coordinate the Hawaiian Falls giveaway for Mansfield employees and retirees. "The transition from classroom to real world application can feel intimidating at first, but growth happens gradually and consistently through experience." She's pursuing a degree in Business Administration in Human Resources Management at the University of North Texas. One of her passions is being a cheerleader for the Mean Green.



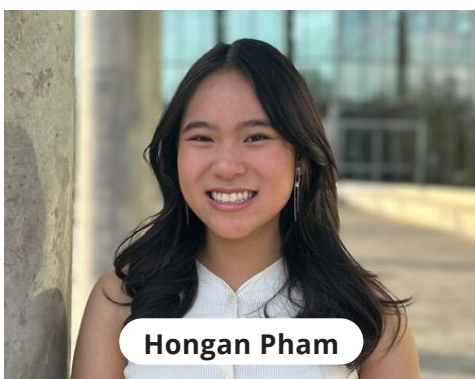
Andrew Roy

Andrew is interning with the Communications and Outreach department. He's published social posts, created videos, designed graphics, and drafted blogs. "It's been a really new experience having creative freedom to make what I think is the best," he said. "It's nice to have that real world application instead of always learning." Andrew is pursuing a bachelor's degree in Marketing at The University of Texas at Arlington.



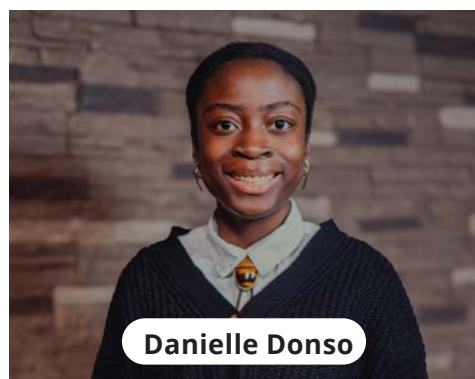
Dylan Lewis

Dylan is interning in the City Manager's Office and the Finance Department. Dylan has reconciled court and bank statements, prepared materials for the Youth Council, interviewed applicants, and launched the Mansfield Youth Council Alumni Network. "I've learned the importance of giving back and investing in a community that's given so much to me." Dylan is pursuing a bachelor's degree in Finance and a minor in Statistics and Data Science at University of Texas at Austin.



Hongan Pham

Hongan is working with Consumer Health in the Regulatory Compliance department. She has created public safety flyers and guides on pool safety, grilling, food storage and glove rules for restaurant owners. She worked on a Standard Operating Procedure for foodborne illnesses and learned through research. She shadowed the inspectors, helping with their report and water testing. Hongan is pursuing a bachelor's degree in Public Health at The University of Texas at Arlington.



Danielle Donso

Danielle is working with the Planning department. She researched parking ordinances, followed a residential permit through its lifecycle, and attended planning and zoning meetings. "I learned so much about planning standards, and saw all the moving parts that shape this city," she said. "This greatly benefited my understanding of this field. Danielle is pursuing a bachelor's degree in Architecture and Regional City Planning at The University of Texas at Arlington.



The internship program is centered around learning lifelong skills and experiences students can use in any profession in the future. Internships are directed toward undergraduate and graduate students currently enrolled. These Internships are available in spring, summer and fall semesters in the majority of the city's departments.

Interns work 20 hours a week for 10-12 weeks which will depend on schedule availability.

MANSFIELD PUBLIC LIBRARY

Summer 2026

The Mansfield Public Library's 2026 Summer Reading Challenge gained strong participation from engaged readers of all ages. The program, which ran from June 1 through July 31, encouraged readers to track their reading days and earn prizes through an incentive-based system.

Library in the Community

During this quarter, the library reached 1,701 community members through 13 outreach events. The library participated in various events including three career days, Earth Day, Monarch Festival, and the summer reading kick-off alongside the Pedal Patrol. These events allow the library to bring resources to the community and educated patrons on services available to them.



Books and Badges Program



Candy Sushi

BY THE NUMBERS APR. 1 to JUNE 30



47,723	Library Visitors
3,442	Program Participants
1,820	Free Lunches Served
1,531	Library Cards Issued
1,250	Meeting Room Reservations
1,245	Summer Reading Club Registrations
70	Programs

Social Media

4.6 K	Facebook Followers
142.4 K	Facebook Views
1.55 K	Instagram Followers
16.1 K	Instagram Views

MANSFIELD PUBLIC LIBRARY

Mansfield Reads

On April 10, the library hosted the 2026 Mansfield Reads author event featuring bestselling author Paula McClain. More than 130 community members attended an evening discussion focusing on McClain's novel, *When the Stars Go Dark*. Mansfield Reads supports the City of Mansfield's True NORTH vision by creating Remarkable Experiences and bringing residents Together As One through shared learning and meaningful conversations.

Mansfield Reads continues to demonstrate the library's commitment to lifelong learning, civic engagement, and strengthening community connections. The annual event remains an important part of the library's effort to bring the community together.



Library Accreditation

The Mansfield Public Library has been officially accredited for 2027 by the Texas State Library and Archives Commission (TSLAC). Accreditation signifies that the library meets the standards established by the TSLAC, ensuring continued eligibility for state support and resources. These benefits include participation in the Interlibrary Loan Program, access to TexShare databases, eligibility for state and federal grant opportunities, and the ability to apply for e-rate funding to support internet access and telecommunications.

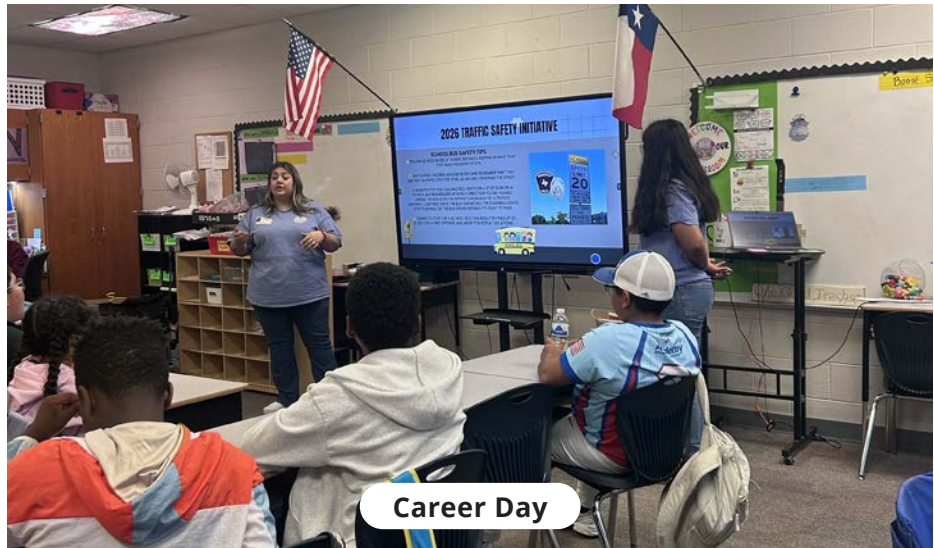


For future Mansfield Public Library events and additional details about services offered, please visit mansfieldtexas.gov/library

MUNICIPAL COURT

Career Day - May 6

Staff participated in Career Day at Judy Miller Elementary, speaking with students about the role of the Municipal Court and how clerks, judges, and court staff serve the community each day. It was a wonderful chance to introduce students to local government, answer their questions, and encourage them to think about the many ways they can make a difference in their city.



Career Readiness - May 13

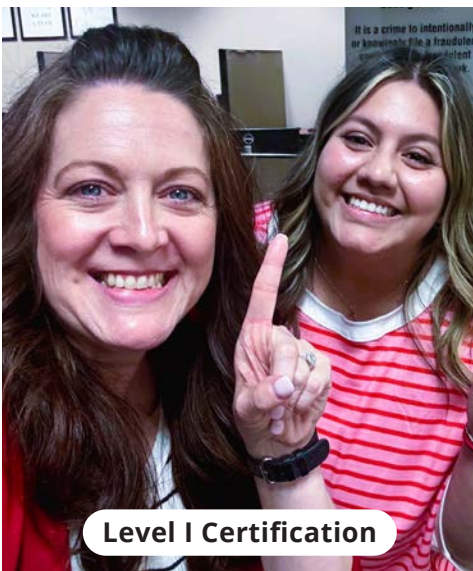
The Mansfield Municipal Court attended the Career Readiness Celebration honoring high school interns and the valuable work they completed within their assigned organizations. This event recognized how hands-on experience helps prepare students for their next steps, whether they are continuing their education, entering the workforce, or currently exploring future career paths. Staff is especially proud of the interns, Georgia Topp and Janet Akinwale, for their hard work, dedication, and the positive contributions they made to our Court.



MUNICIPAL COURT

Professional Achievement - Level I Certification

Congratulations to Alex Burgess for earning her Texas Court Clerks Association (TCCA) Level I Certification. This achievement reflects Alex's dedication to professional growth, continuing education, and excellence in public service. Earning a Level I Certification requires a strong understanding of court operations, and Alex's accomplishment strengthens our team's ability to provide accurate, knowledgeable, and efficient service to the public.



Pedal Patrol - May 28

The Municipal Court partnered with the Mansfield Police, Fire, Parks and Recreation, and other city departments for our Pedal Patrol bike safety event on May 28. Families learned important bicycle and traffic safety tips with hands-on stations, helmet checks, obstacle courses, and interactive activities. This fun event gave us a meaningful way to connect with our community while promoting safe riding habits for children and families.



TCCA Road Show & Testing - June 8 & 9

Mansfield hosted the TCCA Road Show and Testing Event, as court clerks from across Texas met for a day of education, connection, and professional development, followed by certification testing. This event highlighted the importance of continued learning in municipal courts and gave clerks the opportunity to grow in their knowledge, confidence, and service to their communities.

Spark Smart - June 26

The Municipal Court participated in the Second Annual Spark Smart event alongside other departments. This free, family-friendly event helped residents prepare for a safe Fourth of July through education on fireworks safety, pet safety, emergency preparedness, and available community resources. Families connected with City staff, explored public safety vehicles, met adoptable dogs, and enjoyed a fun day focused on celebrating safely.





PARKS & RECREATION



Geyer Commons

Gold Medal

This May, the City of Mansfield was named as one of only four finalists in the country for the 2026 National Gold Medal Award, a prestigious honor given by the American Academy for Parks and Recreation Administration and the National Recreation and Park Association for excellence in operation, planning, programming and management. This is the highest award given to parks and recreation.

Mansfield Parks and Recreation have been on a mission to create welcoming spaces and remarkable experiences for every resident, every day since 1960. Yet the department's community-first commitment to exceeding expectations through world-class service has only strengthened as the city and its needs have grown.

Through strategic expansion efforts and a data-based approach to budget management, Mansfield has doubled its parkland in the last ten years, preserving green space for future generations. Mansfield has also nearly doubled the ten minute walk rate, all while earning AAA bond rating for a remarkably diversified financing that combines voter-approved half-cent sales tax, an aggressive parkland



Mansfield Unplugged

dedication ordinance and \$5M+ in grant funding.

From big picture planning to daily tasks, the "welcoming spaces and remarkable experiences" mission guides all decisions and keeps staff motivated to strive for the very best. That commitment to excellence has earned Mansfield the Texas Recreation and Park Society Gold Medal five times, as well as CAPRA accreditation and a National Gold Medal nomination in 2025.

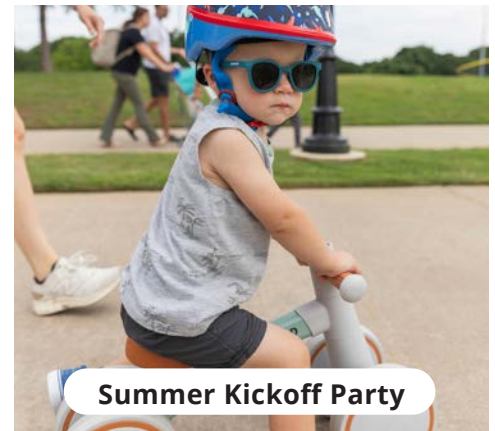


Truckapalooza 2026

Mansfield Parks and Recreation is again a finalist in the Class III category, including cities from across the country with populations between 75,001-150,000. All finalists will complete additional rounds of judging this summer, with Grand Plaque recipients announced during the 2026 NRPA Conference in Philadelphia this September.



Veterans Memorial Opening



Summer Kickoff Party



Geyer Commons Grand Opening



Nature Education Class



Veterans Memorial at Julian Feild Park Grand Opening

The City of Mansfield was proud to honor the brave men and women who have made such an immense difference in the world with a remarkable new space that pays tribute to their sacrifices through quiet reflection and natural beauty. This space was dedicated Saturday, May 26, 2026, with a special thanks to State Representative David Cook, Mansfield City Council, and the Mansfield Veterans Memorial and Tribute Foundation for their hard work to make the park possible.

The historic event included performances from Legacy High School graduate (and recent American Idol finalist) Brenna Brigman, as well as the First Methodist Church of Mansfield Chancel Choir, the Mansfield Police Department and Mansfield Texas Fire Department Honor Guard, and veterans from the American Legion Post 624. This was only the first of what we are sure will be many events honoring our brave servicemen and women in the coming years, all made so much more remarkable by the beautiful new space we have to share.

BY THE NUMBERS
APR. 1 to JUNE 30

290	Pavilion and/or Amphitheater Rentals
116	Athletic Field Rentals
44,765	Mansfield Activities Center Visitors
2,310	Recreation Program Participants
263	Nature Education Participants
2,375	Senior Meals Served
687	MAC Memberships Sold
6,813	Project 365 Participants
Social Media	
26,251	Parks & Rec Facebook Followers
1.2 M	Parks & Rec Facebook Views
5,947	Parks & Rec Instagram Followers
200 K	Parks & Rec Instagram Views
4,047	Geyer Commons Facebook Followers
194 K	Geyer Commons Facebook Views
2,524	Geyer Commons Instagram Followers
134 K	Geyer Commons Instagram Views

Geyer Commons Update

The first season of the cottage market at Geyer Commons is underway and performing well beyond expectations. The new downtown park, which opened February 27, has seen over 85,000 guests since opening, thanks in large part to the frequent activation from events planned by parks and recreation staff, such as “Unplugged Fridays,” a series of concerts, movies and game nights sponsored by Methodist Mansfield Medical Center.

Shop owners reported over \$400k in sales since opening, and their success has not gone unnoticed; staff received 64 applications from prospective businesses eager to join the space for the upcoming season. The market’s final spring weekend will be July 31 - Aug. 2, followed by a brief closure for rest and repairs. The fall season opens Friday, Sept. 4 and sees two new shops joining the market as well as a full schedule of family fun planned for guests.



Park Projects In Progress

KATHERINE ROSE MEMORIAL PARK PHASE 2

BUDGET \$10M
SOURCE MPFDC
EST. COMPLETION Spring 2028

The practice fields formerly known as Hardy Allmon Soccer Complex have been reimagined to better fit the growing community needs. This project adds tennis, pickleball, basketball and sand volleyball courts on the south side of Magnolia, with a looped trail and outdoor fitness amenities on the north. The area is considered part of the Rose Park property, with new soccer fields constructed off Smith Street to replace the amenities, providing more activity options without removing any service. 100% construction documents are expected by the end of July. Upon construction permit approval, the project is expected to bid by the end of summer and be substantially complete in early 2028.



ROBERT & ANN SMITH PARK

BUDGET \$3.5M
SOURCE TPWD Grant, MPFDC
EST. COMPLETION Fall 2027

Parks and Recreation was awarded a \$750,000 non-urban outdoor recreation grant for James McKnight Park West from the Texas Parks and Wildlife Commission (TPWC) in January 2023 to add amenities to the 35-year-old park. The project includes a playground, walking trail with fitness stations and the city's first disc golf course. 100% construction documents for the disc golf course improvements were received in May and submitted to TPWD for approval. Upon TPWD approval, City staff is anticipated to begin the bidding process in summer. Disc golf construction is anticipated to begin in Fall 2026 and substantially complete by early 2027.



JULIAN FEILD PARK PHASE 2

BUDGET \$873K
SOURCE MPFDC
EST. COMPLETION July 2026

Phase 1 of Julian Field added a pond, restrooms, pavilion, garden improvements, and a veterans memorial to the City's first park. Phase 2 activates the rear, wooded portion with 10' wide, soft-surface trails and a connection to future expansion from Smith Park for a unique, natural experience. As of June 2026, all of the granite trails are being placed and compacted, with the project scheduled to finish in July.



PLANNING & ZONING

The Planning Department administers land use and subdivision regulations that promote safe, accessible, and attractive development while enhancing property values in Mansfield. The department also provides technical guidance on zoning and development matters to the Planning and Zoning Commission and the City Council.

Department Updates

Assistant Planning Director Arty Wheaton-Rodriguez celebrated five years with the City of Mansfield in May 2026. Since joining the City from the Fort Worth Planning Department, Arty has played an important role in guiding Mansfield's growth and development while helping to advance key planning initiatives.



Arty Wheaton-Rodriguez

This summer, the Planning and Development Services Department welcomed Danielle Danso as its intern. She contributed to a comprehensive long-term project while gaining hands-on experience with day-to-day operations. Throughout the summer, she will be participating in meetings, learning about the development review process, and getting an inside look at the many projects and services that help to support Mansfield's growth.



Danielle Danso

BY THE NUMBERS APR. 1 to JUNE 30

- 2 Single-family residential lots final platted
- 1.846 Commercial/industrial acres final platted
- 4 Zoning changes, SUPs (Specific Use Permits) and development amendments approved and/or reviewed by Council

Planning and Zoning Commission

City Tour

The Planning and Zoning Commission participated in a bus tour on April 16, 2026, to view firsthand the progress of ongoing development projects throughout the city of Mansfield, including the new City Hall, the Mansfield Innovation Community, the Costco store, and the new Texas Health Mansfield Stadium.



City Tour

The P&Z Commission acted on the following cases during the third quarter:

OA#26-002:

The Commission recommended approval of amendments to Chapter 155 of the Code of Ordinances of the City of Mansfield to establish regulations for Commercial Drone Delivery Operations, including definitions, permitted and Specific Use Permit land uses, development standards, and related revisions to regulations governing Airports, Heliports, Helistops, and Vertiports.

ZC#26-004:

The Commission recommended approval of a Planned Development (PD) District for commercial uses 6.441 acres located at 700 South U.S. 287.

ZC#26-003:

The Commission recommended approval of a Planned Development (PD) District for commercial uses on 18.6 acres located at 3809 Hadley Drive.

SD#26-017:

A preliminary plat of M3 Ranch, Phase 3, on 157.17 acres was approved for 316 residential lots and 16 open space lots in the 1600 to 2300 Blocks of FM 917 and situated in the Crawford Treese Survey, Abstract No. 831, Joseph C Guest Survey, Abstract No. 311, Authur Gibson Survey, Abstract No. 302, and The RB & FA English Survey, Abstract No. 254.

SD#26-016:

A final plat of The Oaks Preserve Phase 2 and 3 on 109.68 acres was approved with conditions for 85 residential lots and 11 open space lots situated in the M.D. Dickey Survey, Abstract No. 195, and T.J. Hanks Survey, Abstract No. 1109.

SD#26-015:

A preliminary plat of Falcon Crossing Addition on 5.87 acres was approved with conditions for 43 residential lots, 1 commercial lot, and 12 open space lots at 3245 FM 157.

SD#26-012:

A preliminary plat of Patterson Heights Addition on 3.06 acres was approved with conditions for 30 residential lots and 1 open space lot at 501 through 601 South 2nd Avenue.

SD#26-009:

A final plat of Alfonso Addition on 2.75 acres was approved with conditions for two residential lots at 101 Cordes Drive.

SD#26-009:

A final plat of Somerset Townhomes on 20.691 acres

was approved with conditions for 134 residential lots and 10 open space lots in the 3100 Block of Ambrose Parkway situated in the Seth M. Blair Survey, Abstract No. 72.

City Council

The following cases were reviewed by the City Council during the third quarter:

ZC#26-004:

A Planned Development (PD) District was approved for commercial uses on 6.441 acres at 700 South U.S. 287.

SUP#25-004:

A request for a Specific Use Permit to allow a car wash at 1561 E. Broad Street was denied.

ZC#26-003:

A Planned Development (PD) District was approved for commercial uses on 18.6 acres at 3809 Hadley Drive.

DS#26-001:

A Detailed Site Plan for a restaurant at the Shops at Broad was approved on 2.1 acres at 680 North U.S. 287.

Zoning Board of Adjustments

The Board reviewed these cases during the third quarter:

ZBA#26-002:

The Board denied a request for a variance to allow an attached carport to encroach 4 feet into the required 7.5-foot side yard at 1017 Manchester Drive.

ZBA#26-003:

The Board approved a request for a variance to allow mechanical equipment to encroach 14 feet into the 40-foot setback from a residentially zoned property at 1500 E. Broad Street.

Gas Well Drilling and Production

There are 47 active drill sites in Mansfield. Each drill site is regularly inspected by the Gas Well Inspector for compliance with the City's drilling and production regulations.

Staff reviewed the following cases:

GW#26-001, -002, and -003:

Javelin Energy Partners Management, LLC has transferred three drill sites in Mansfield to Formentera Operations, LLC. The operator transfer permits for the sites were approved authorizing the new owner to operate the sites in accordance with applicable gas well drilling and production regulations.

Historic Landmark Commission

Historic Preservation Month

May 2026 marked Historic Preservation Month in Mansfield, with the Historic Landmark Commission hosting a variety of events celebrating the city's history and heritage. The month-long celebration encouraged residents and visitors to explore Historic Downtown Mansfield through engaging, family-friendly activities while supporting local businesses and showcasing the community's historic character.

Three signature events anchored the celebration: the Historic Downtown Mansfield Car Show, the Historic Mansfield Chalk the Walk Contest, and the Mansfield History Hunters Scavenger Hunt. Additional programs, including guided walking tours and the This Place Matters: 31 Days of May campaign, provided even more opportunities for the community to discover and appreciate Mansfield's rich history.

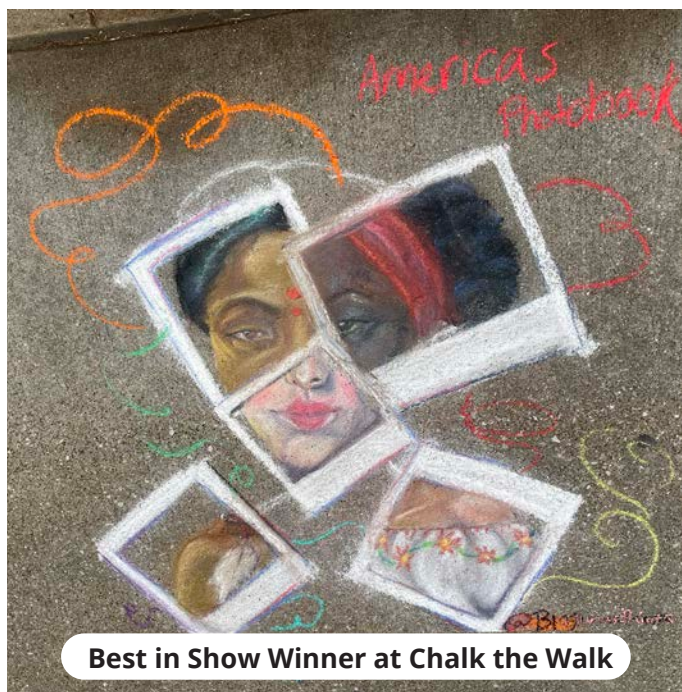
The Commission acted on the following items during the third quarter:

HLC#26-003:

The Commission discussed and approved a draft letter from the Commission to future residents to include in the "Letters to 2076" Time Capsule.

HLC#26-002:

The Commission approved the nomination of the Morison-Blissard House, c. 1880, at 204 Tarrant Street as an Officially Recognized historic resource of the City of Mansfield.



Landscape Team Activities

Caleb Tandy, Landscape Plans Reviewer, and Stephen Olinski, Landscape Plans Inspector, form the department's landscape team. These professionals assess and inspect development projects to ensure compliance with the City's landscaping regulations, helping to keep Mansfield green.

Earth Day Tree Giveaway

At Earth Day Mansfield on April 25, 2026, the City's Landscape team gave away free trees to residents, thanks to a generous donation from Scenic Texas. Earth Day Mansfield is a free, family-friendly event hosted by the Keep Mansfield Beautiful Commission and the City's Public Works Department, offering activities and resources that encourage environmental stewardship and community involvement.



Caleb's Corner

Tips: During high temperatures above 95 degrees, trees have significantly reduced photosynthesis. Avoid "cleaning out" the interior branches too much on trees as the leaves in these areas stay cooler and may be the only ones producing food through photosynthesis during July and August.



PLANNING & ZONING

Development Project Spotlight

The City is preparing for the growing use of commercial drone delivery by establishing zoning and development standards for drone delivery facilities. The proposed ordinance focuses on how these facilities are developed on the ground, such as where drone hubs can be located, parking, landscaping, setbacks, screening, and overall site design. It does not regulate drone flights, flight paths, or airspace, which are governed by the federal government.

The ordinance creates two categories of drone delivery facilities. Smaller drone hubs that are part of an existing business may be allowed if they meet established development standards. Larger standalone drone delivery hubs, or facilities that do not meet those standards, would require approval through the City's Specific Use Permit (SUP) process, providing an opportunity for public review.

These updates will help ensure that commercial drone delivery can be integrated into the community in a way that is compatible with surrounding development while supporting new technology and economic growth.

The public is invited to review the draft ordinance at www.mansfieldtexas.gov/planning and share their thoughts. Written comments may be sent to Oacomment@mansfieldtexas.gov through August 10, 2026, or in person at the public hearings at City Council on July 27 and August 10, 2026.



Delivery Drone

Landscape Corridor Sweep Program

Each month, the Landscape Division conducts corridor sweeps across more than 18.5 miles of commercial corridors and hundreds of acres of commercial developments. These assessments evaluate the condition, maintenance, and compliance of landscaping elements along Mansfield's key corridors.

When landscaping deficiencies are found, courtesy notices are sent to the property owners and businesses, notifying them and offering a solution to achieve compliance with the City's Landscaping Ordinance. Through this program, the City of Mansfield promotes safe, effective management and enhancement of its public spaces, fostering the well-being and satisfaction of residents and visitors alike.

This quarter's success story: Bank of America (3160 E. Broad Street)



3160 E. Broad Street - Before



3160 E. Broad Street - After

Over time, the landscaping at the Bank of America property had deteriorated, with several trees, shrubs, and groundcover plants dying or being removed. Working with the City's Regulatory Compliance team, the property owner restored the landscaping in May 2026 by replacing all missing and dead trees, shrubs, and groundcover, helping to enhance the appearance of the site and the surrounding area.

PUBLIC WORKS

The Public Works Division consists of separate departments, all contributing to the daily functions of the division: Environmental Services, Streets/Traffic Operations, and Water Utilities.

New Hires:

Tommy Stroman - (Traffic) Senior Signal Technician



Tommy Stroman

Earth Day

Public Works welcomed more than 700 attendees to this year's Earth Day Mansfield celebration, with every Public Works division represented at the event. Residents enjoyed interactive exhibits, educational activities, and opportunities to connect with City staff and community partners. Crowd favorites included the butterfly release and caricature artists.

More than 20 organizations and vendors participated, including TRA, TRWD, TCEQ, Tarrant County Public Health, Frontier Waste, and other environmental and community partners. The event highlighted environmental stewardship, water conservation, recycling, and sustainability while showcasing the services Public Works provides to the community.



Earth Day

BY THE NUMBERS APR. 1 to JUNE 30

Household Hazardous Waste Collection Visits

April	339
May	282
June	306

Home Renovation Materials Collection Visits

April	24
May	12
June	27



Rainwater Harvesting Seminar

Rainwater Harvesting & Water Conservation Seminar

Public Works hosted the Upper Trinity Groundwater Conservation District and Century 21 real estate professionals for a rainwater harvesting and water conservation seminar. Attendees toured the demonstration gardens, learned about sustainable landscaping practices, and explored Mansfield's rainwater harvesting cistern, installed through a grant partnership with Tarrant Regional Water District. The seminar stressed practical water conservation strategies that can be shared with residents in the community.

National Public Works Week and Proclamation

Public Works celebrated National Public Works Week, recognizing the dedicated employees who provide essential services that keep the community running daily. During the May 11 City Council meeting, the Mayor presented a proclamation recognizing National Public Works Week and honoring the contributions of Public Works.

Throughout the week, employees were recognized through a variety of appreciation activities organized by the department's Recognition Committee, including a staff breakfast, refreshments delivered to work locations, a grilled lunch, and an ice cream social. Staff received native and adaptive plants to take home, sponsored by Tarrant Regional Water District (TRWD). The week served as an opportunity to thank employees for their hard work, dedication, and commitment to serving the Mansfield community.



Public Works Week Proclamation

Environmental Services

May the Fourth Cleanup

Public Works partnered with the Mansfield Volunteer Program and Parks & Rec to host a May the Fourth Star Wars themed litter cleanup. The group began at Geyer Commons and progressed to downtown picking up litter along Broad Street. 14 participants collected 240 pounds of trash, helping keep downtown Mansfield beautiful. The group also found a kitten, taken to Animal Care and Control, where it was adopted by an Environmental Services member.



Capital Improvement Plans

Environmental had two CIPs awarded during the June 8 council meeting. These projects are expected to start between now and October:

- Shannon Creek Subdivision flume improvements this project will have 90 construction days with no real traffic impacts expected.
- BRINSAP Channel Improvements with 7 separate locations and an expected 80 construction days. Short term traffic impacts while working in some areas are expected.

Mosquito Season is Here!

Mosquito testing has begun. All traps for the City of Mansfield have tested negative so far for St. Louis Encephalitis and West Nile Virus by Tarrant County Public Health. Total traps set in May and June is 56 with over 2,000 mosquitos total. Make sure to follow the 4D's to prevent mosquito borne infections: Dusk, Dawn, Dump and Defend. Avoid the outdoors at dawn and dusk, dump standing water and wear repellent when you are outside.

Water Utilities

H2Odyssey - First Annual Class Graduates

The inaugural H2Odyssey program concluded with the graduation of its first class of residents. Over eight weeks, participants explored the journey of water through behind-the-scenes tours, hands-on activities, and presentations highlighting all of Mansfield's water, wastewater, stormwater, and conservation programs.

The program gave residents a greater appreciation for the infrastructure and employees providing safe water services every day. Plans are underway to offer H2Odyssey again next year.



Texas Water Conference

Public Works competed at the annual Texas Water Conference for the first time at the state level, earning top finishes in two events.

The Public Defenders Top Ops team placed second out of eight teams, demonstrating exceptional technical knowledge and problem-solving skills in water treatment operations. Representing the Bud Ervin Water Treatment Plant were Coach Blake Ward, Adrian De Los Rios, Nathan Stevenson, and Zac Urbanski.



The Tap or Die Tapping Team placed fourth out of 11 teams, showcasing precision and efficiency in completing a live water service connection. Representing Water Operations were Coach Mat Manson, Cody Henson, Hector Cron, Kasim Dotson, and Shawnee Alford.

Congratulations to both teams for representing the City of Mansfield with excellence.

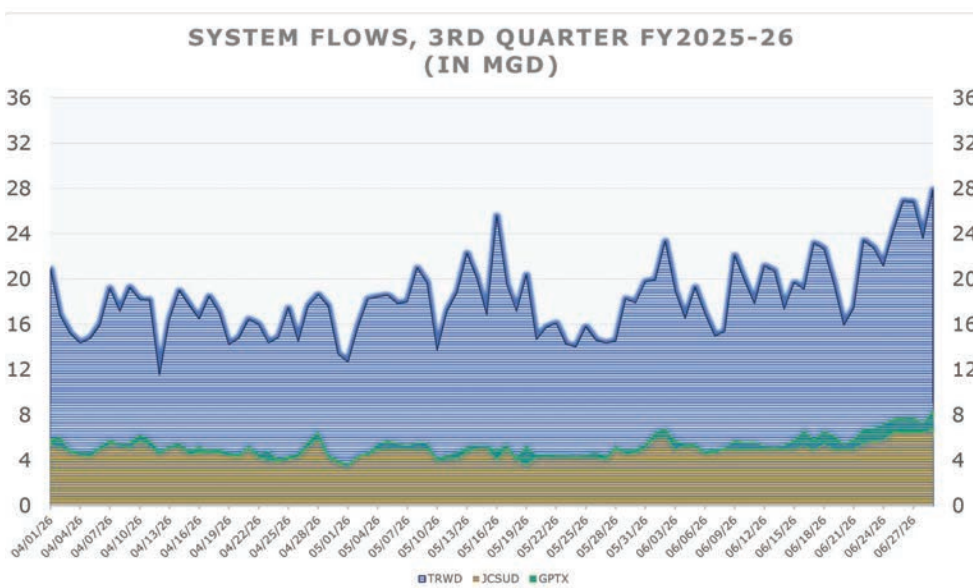
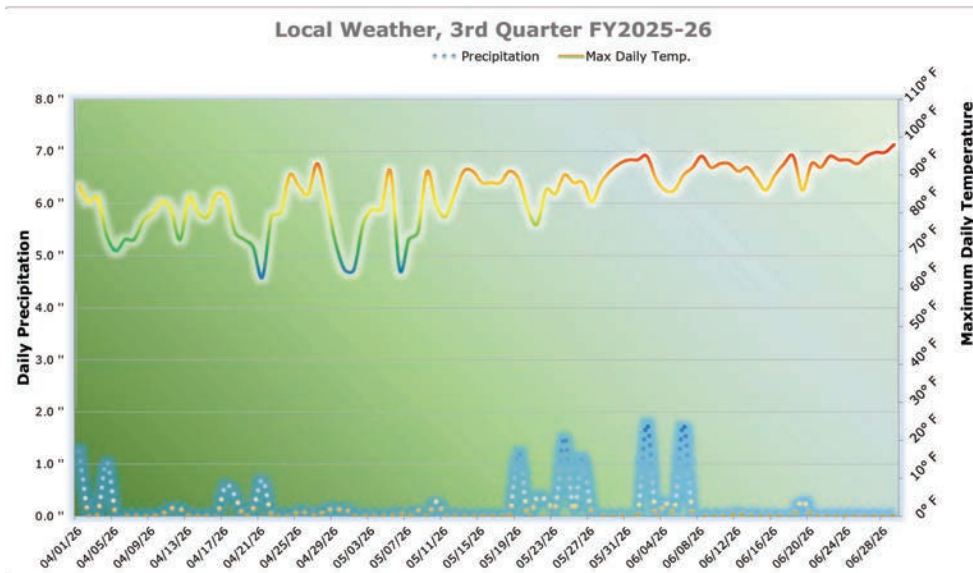


Water Supply & Weather

Mansfield received 14.5 inches of rainfall during the third quarter, about 32% above normal. Drought conditions improved, and the Mansfield area has not been classified as being in drought since late April.

The additional rainfall has helped maintain healthy water levels in the region's reservoirs, including Richland-Chambers (96% full), Cedar Creek (84% full), and Benbrook (98% full). While reservoir conditions remain favorable, warmer summer temperatures and increased water use are expected to place more demand on the water supply. Mild drought conditions could return to Mansfield later this summer.

Overall, temperatures during the quarter were near normal, with above-average rainfall. Current seasonal forecasts indicate the potential for continued above-average rainfall across Texas during the next quarter.



3rd Qtr, 2025-26 Data			
Parameter	FY 2024-25, Q3	FY 2025-26, Q3	% change
Average Raw (purchased)	16.65	18.28	9.8%
Average Pumpage	15.67	16.88	7.7%
Peak Pumpage	22.99	27.18	18.2%

BY THE NUMBERS

APR. 1 to JUNE 30

Streets/Traffic Operations

Potholes Filled	693
Concrete poured (cubic yards)	439.75
Street Work Orders Completed	136
After Hours Emergency Callouts	10
Asphalt paved (tons)	17.41

Streets/Traffic Operations

Streets at Work

Jacinto Chavez's crew completed work on a pothole repair, helping motorists to avoid damage due to the condition of the road.



Pothole Repair

During this quarter's Public Works BBQ and Rodeo event, employees operated equipment. Seen here is Eric Torres working on a backhoe.



Pothole Repair

Harven Perez's crew was among the workers that helped to pour over 439 cubic yards of concrete, helping to restore road conditions for motorists across Mansfield.



Harvin Perez's Crew

REGULATORY COMPLIANCE

The Regulatory Compliance Department enforces all city ordinances to protect property owners' investments and promote the health and welfare of the community. Compliance officers are committed to providing a professional, efficient and due process approach for residents of Mansfield. The Regulatory Compliance houses four programs: Code Compliance, Health Inspections, Animal Care & Control and Rental Inspections.

Department News

Regulatory Compliance continues to support Mansfield residents and businesses through education, proactive enforcement, and responsive customer service. During the third quarter, staff remained focused on promoting voluntary compliance while strengthening community partnerships and investing in professional development.

Code Compliance Officers completed annual continuing education through the Building Professional Institute, while both Health Inspectors earned their Registered Sanitarian certification, an important milestone that reflects the department's commitment to protecting public health. Health staff also continued specialized training while supporting inspections of new developments, including Mansfield's new stadium.

The Regulatory Compliance department participated in the City's Earth Day and Spark Smart events, providing educational resources, answering questions, and engaging with residents on topics related to code compliance, public health, and community safety. As Mansfield grows, Regulatory Compliance remains committed to delivering high-quality service across Code Compliance, Multifamily & Lodging Establishment Inspections, and Consumer Health.



Code Compliance



Health Inspections



Rental Inspections



Animal Control



Earth Day



Mansfield Stadium



Spark Smart

REGULATORY COMPLIANCE

BY THE NUMBERS APR. 1 to JUNE 30

Food Establishment Inspections	156
Consumer Health Notices	53
Pool/PIWF Inspections	42
Temp Event Food Inspections	31
Food Establishment Closures	7
Daycare Inspections	6
Food Borne Illness Complaint	5
Permits for New Facilities	3
Mobile Food Inspections	2
Permits for New Food Establishment	2

Code Compliance Activity for the Top Cases Apr. 1 to June 30

Type of Case.....	# of Cases
Illegal (Bandit) Signs.....	700
High Grass and Weeds.....	551
Overhanging Tree Limbs.....	323
Trash and Debris.....	159
Property Maintenance.....	87
Accessible Parking.....	62
Junked Motor Vehicles.....	52
Outside Storage.....	49

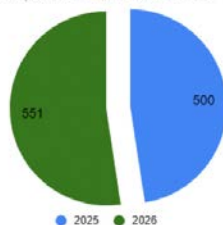
Welcome to Mowing Season

Rainfall plays a big role in how fast grass and weeds grow; and how often we get calls about it! This past quarter the Regulatory Compliance department opened 551 cases for high grass and weeds. This is in comparison to 500 cases opened for this same quarter in 2025. Wetter weather means faster growth, which leads to more code violations.

Rain (inches) Per Month
Compared to Same Quarter Last Year

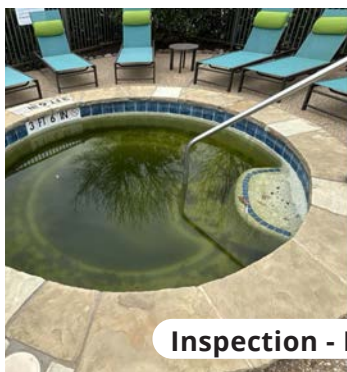


High Grass and Weed Cases Opened
Compared to Same Quarter Last Year



BY THE NUMBERS APR. 1 to JUNE 30

Abatements	20
Citations Issued	48
Illegal Signs Picked Up - April	182
Illegal Signs Picked Up - May	224
Illegal Signs Picked Up - June	294
Online Compliers: Code Compliance	482
Online Compliers: Rental Inspections	9
Online Compliers: Health Inspections	17



Inspection - Before & After



Inspection - Before & After



Apr 16, 2026 at 8:49



Inspection - Before & After



ANIMAL CARE & CONTROL

The Mansfield Animal Care & Control Facility is a City shelter to hold, care for and adopt out impounded strays and owner released animals. Our purpose is to promote safe neighborhoods for people and their pets.

Department News

The third quarter highlighted Animal Care & Controls' continued commitment to public service, lifesaving efforts, and community engagement. During this time, staff responded to 534 calls for service while caring for 673 animals entering the shelter. The department celebrated 126 adoptions, facilitated 125 rescue transfers through various partner organizations, and reunited 68 lost pets with their owners.

Community outreach and preventive services remained a priority. Two Texas Coalition for Animal Protection (TCAP) Mobile Clinic events provided low-cost vaccines to 191 residents, while 101 sterilization surgeries helped promote responsible pet ownership and reduce future shelter intake. Staff also provided pet food assistance to 64 residents, helping families keep pets in their homes during times of financial hardship. Additionally, free microchipping was offered throughout the month of May, encouraging permanent pet identification and improving reunification efforts.

The department maintained an active presence in the community through a variety of adoption and educational events. Monthly Second Saturday adoption events, Wag N' Wash adoption events, Geyer Commons adoption events, and the Spark Smart Firework Safety and Adoption Event provided opportunities to showcase adoptable animals and educate the residents about responsible pet

ownership. Outdoor engagement continued with regular Barks & Rec hikes and the introduction of Wagging Wednesday Morning Walks at Katherine Rose Park, creating more opportunities for residents to interact with our shelter staff and adoptable pets.

Educational outreach remained an important focus. Staff participated in Destination Vocation and career day events at Erma Nash Elementary and Kenneth Davis Elementary, introducing students to careers in animal care and public service while promoting responsible animal ownership in the community.

As the department prepares for the opening of the new animal shelter later this year, staff remain focused on expanding lifesaving programs, strengthening partnerships with rescue organizations, and increasing community engagement. These ongoing efforts position Animal Care & Control to provide an even higher level of service and animal welfare as the department transitions into its new facility.



Wagging Wednesday



Career Day



Animal Adoption

BY THE NUMBERS APR. 1 to JUNE 30

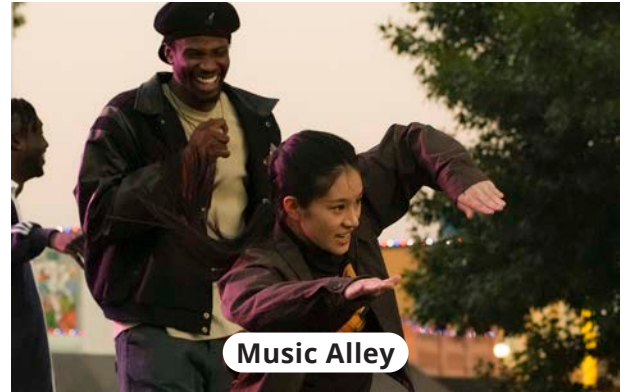
Total Animal Intake	673
Calls for Service	534
TCAP Mobile Clinic Utilized	191
Doggy Day Out	182
Adoptions	126
Rescues	125
TCAP Sterilization	101
Reclaims	68
Citizens Pet Food Assistance	64
City Licenses Issued	52

SPECIAL EVENTS



Music Alley

The Music Alley arts and music festival had the largest year to date with a crowd of 5,100 attendees. Rescheduled to early May, the event earned stellar reviews and drew crowds from across the DFW area. It featured sixteen different groups performing across a dynamic lineup of stages, including a Cinco de Mayo stage, an America 250 stage, and a community stage, providing a diverse experience for all who attended.



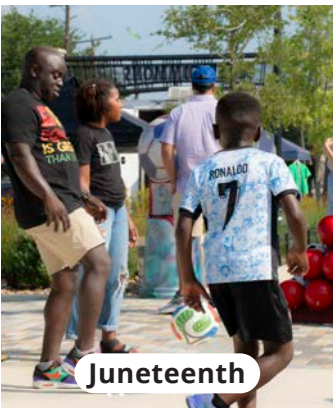
Music Alley



Music Alley



Juneteenth



Juneteenth

Juneteenth Celebration, Czech Out Mansfield, & Make Music Day

After severe, stormy weather forced a postponement, the Mansfield Juneteenth Celebration was combined with Make Music Day and the Czech Out Mansfield Festival into a single celebration on June 21st. The unified event was a resounding success, attracting a diverse crowd of approximately 4,400 visitors from Mansfield and throughout North Texas, highlighting cultural programming. The festivities also captured the attention of three media outlets, which broadcasted coverage emphasizing the festival's unique Czech cultural flair and its connection to the FIFA World Cup 2026™.



VISIT MANSFIELD

World Cup

Visit Mansfield was all hands on deck for the FIFA World Cup 2026™. This was a focus that truly began in 2017 and in the closing days the primary goal was to make sure the City of Mansfield benefited as much as possible in visitation and activation.

Visit Mansfield worked alongside the City, public safety and Mansfield Business Alliance to host two business briefings with local small business owners, organizations and hotels. Visit Mansfield offered marketing advice and regulations to help everyone best capture the World Cup passion in North Texas.

Welcome banners were created and translated into all the major languages of visiting countries and redirected visitors to the **MansfieldFanZone.com** website. These were placed at all main City facilities and at all the local hotels. The design was also made available for free to all local businesses.

Working with the City, Visit Mansfield launched **MansfieldFanZone.com**, a one stop shop for game information for residents, businesses and visitors. Local watch parties were highlighted and SEO driven blogs were written to drive traffic to the website and local businesses.

World Cup Visitor Ads

In December, Visit Mansfield launched targeted ads at each of the seven nations that had been drawn to play at Dallas Stadium during the preliminary round of the World Cup. In late June identical campaigns were run rapidly targeting the teams who had qualified for the Knockout Stage: Ivory Coast, Norway, Australia and Egypt.

These ads collected 675,000 views in less than a week and 6,700 visits to the Places to Stay section of the Visit Mansfield website.

Earned Media Impact

Visit Mansfield worked directly with numerous media outlets to arrange stories, book interviews and served as points of contact at a number of events to assist with stories. Tracking every story about Mansfield is almost impossible during this stretch with dozens of stories on local media, press coverage in Mexico, Czechia and South Korea to name a few, countless blogs and social media influencers and our own social media material being picked up.

The overall dollar amount of the earned media is in excess of \$10,000,000 for this quarter's coverage of Mansfield during the World Cup.

Outside Events

We represented the City at a number of World Cup related events. In April, Visit Mansfield attended the FIFA Human Rights Seminar in Dallas to learn more about initiatives and goals the city could partake in.

We also took part in planning calls for the Community Training Day at Texas Health Mansfield Stadium and was on site to promote the event and coordinate media hits.

Visit Mansfield had a booth at the FIFA World Cup 2026™ Media Party in Fort Worth and interacted with close to 2,000 local and international members of the World Cup media.

When Mansfield was announced as a Team Base Camp the official press release was published and boosted across Meta, targeting the four nations who could potentially be at Mansfield: Denmark, Ireland, North Macedonia and Czechia. This post had 400,000 views and landed 3,500 visits to the Visit Mansfield website.

Visit Mansfield launched a campaign targeting Czech soccer fans with digital and print ads. These served a dual purpose, both to drive Czech visitation to the city during the World Cup and to create long term brand awareness with both native and expat Czech visitors.

A targeted Meta campaign led to 60,000 views and over 2,000 webpage visits to MansfieldFanZone.com from Czechia.

A full scale digital and print campaign was placed with Football Club magazine in Czechia with banner ads and a full page print ad placed in the lead up to the World Cup.

BY THE NUMBERS APR. 1 to JUNE 30

Social Media Performance

- 1.2 M Facebook views
- 528 K Instagram views
- 37 K Visit Mansfield website views
- 9.3 K Mansfield Rocks/America 250 site views





**City of Mansfield
Staff Report**

Item ID: 26-2514

Agenda Date: July 27, 2026

Title

26-2514: Minutes - Approval of the July 13, 2026 Tax Increment Reinvestment Zone #2 Board Meeting Minutes (vote will only be taken by members of the Board: Bounds (Chair), Newsom, Evans, and Simmons)

Description/History

The minutes of the July 13, 2026 Tax Increment Reinvestment Zone #2 Board Meeting are in DRAFT form and will not become effective until approved by the Board at this meeting.

Strategic Initiative

N/A

Recommendation

Approval of the minutes by the Board.

Funding Source

N/A

Prepared By

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



Tax Increment Reinvestment Zone #2 Board - Meeting Minutes
July 13, 2026 - 1:00 PM
Draft

1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

Chair Bounds called the meeting to order at 1:00 p.m.

Present: Tamera Bounds, Michael Evans, Todd Simmons

Absent: Brent Newsom, Alisa Simmons

Staff present: Troy Lestina, Deputy City Manager/Chief Financial Officer; Matt Jones, Assistant City Manager; Casey Lewis, Executive Project Manager; Keera Seiger, Deputy City Secretary

2. CITIZEN COMMENTS

Citizens wishing to address the Board 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 Board 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 and present it to the Deputy City Secretary prior to the start of the meeting.

There were no citizen comments.

3. RECESS INTO EXECUTIVE SESSION

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

The Board did not recess into executive session.

- A.** Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071, including but not limited to legal issues concerning any item listed on today's posted City Council agendas, and/or the subject matter listed below:
- B.** Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072
- C.** Personnel Matters Pursuant to Section 551.074
- D.** Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or

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

4. RECONVENE INTO REGULAR BUSINESS SESSION

The Board did not recess into executive session.

5. NEW BUSINESS

Discussion, Consideration, and Possible Action Regarding a TIRZ Development Agreement with Smith & Elm Mansfield LLC, a Texas Limited Liability Company

Casey Lewis, Executive Project Manager, presented the item. He provided a history and gave context of the project, beginning with the 2013 implementation plan study for the redevelopment of properties within historic downtown. Casey noted that Gateway Planning gathered feedback from various downtown stakeholders regarding the community's desire for downtown Mansfield, which involved bringing in new restaurants and other businesses, the improvement of streets and walkability, and redevelopment. He spoke on a significant recommendation that came out of the implementation plan being a unified downtown form-based code for downtown mixed-use areas. Casey next spoke on the assemblage of land for the 4-acre tract, requesting proposals for visualizations of the downtown area, the creation of the 4-acre sub-committee of residents and Council Members to review those proposals, and ultimately no development proposal coming forward for approval. He detailed Council's next steps, including a different plan for downtown development strategies, the historic downtown rezoning of hundreds of properties to the D, Downtown District, and the special area planned for historic downtown in the 2040 Future Land Use Plan specifically related to Smith Street. Casey spoke on the three main points of this agenda item for possible action and the related resolution on the 7/13/26 City Council Meeting agenda, which are to sell the 4-acre property to Smith & Elm, LLC, establish the TIRZ participation agreement, and detail the project timeline. Finally, he touched on the project timeline and compared the previous approved development agreement to the new proposed development agreement with Smith & Elm, LLC. Casey answered Board questions throughout the discussion.

A motion was made by Board Member Evans to approve the TIRZ Development Agreement. Seconded by Board Member Simmons. The motion PASSED by the following vote:

Aye: 3	Tamera Bounds, Michael Evans, Todd Simmons
Nay: 0	None
Abstain: 0	None

6. ADJOURN

Chair Bounds adjourned the meeting at 1:14 p.m.

_____ Tamera Bounds, Chair

ATTEST:

_____ Susana Marin, City Secretary



**City of Mansfield
Staff Report**

Item ID: 26-2484

Agenda Date: July 27, 2026

Title

26-2484: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Approving a Professional Services Contract Between the City of Mansfield, Texas and Shield Engineering Group, PLLC, in an Amount Not to Exceed \$443,687.20 for the Design of the Reconstruction and Drainage Improvements of Kings Way Drive and Bishop Drive (Dallas St to Fort Worth St); 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)

Description/History

Both street sections exhibit a current Pavement Condition Index (PCI) score below 40, a condition that necessitates full reconstruction. A comprehensive drainage analysis will be conducted to determine if upgrades to Kings Way and Bishop Street (from Dallas St. to Fort Worth St.) are warranted to provide adequate protection against storm events. If necessary, inlets will be integrated into the existing drainage system to convey flow into the downstream channel. It is proposed that both Kings Way Dr and Bishop Dr (approximately 2700' LF) be replaced with a standard 29-foot residential street section, consisting of an 8-inch asphalt pavement structure and concrete curb and gutter. The project scope also encompasses sidewalk design where feasible. The requested appropriation of \$443,687.20 is allocated for professional design services with Shield Engineering Group, PLLC, which includes a 10% design fee contingency to accommodate potential modifications to the design scope.

Strategic Initiative

Focus on the Future
Building Strong Neighborhoods
Improve City Wide Mobility

Recommendation

Approval of a professional services contract between the City of Mansfield, Texas and Shield Engineering Group, PLLC, in an amount not to exceed \$443,687.20 for the design and survey of Kings Way Dr and Bishop Dr (Dallas St to Fort Worth St).

Funding Source

Street Bond

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MANSFIELD, TEXAS AND SHIELD ENGINEERING GROUP, PLLC, IN AN AMOUNT NOT TO EXCEED \$443,687.20 FOR THE DESIGN OF THE RECONSTRUCTION AND DRAINAGE IMPROVEMENTS OF KINGS WAY DRIVE AND BISHOP DRIVE (DALLAS ST TO FORT WORTH ST); 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)

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 Council recognizes the need to proceed forward with design of the reconstruction and drainage improvements of Kings Way Drive and Bishop Drive (Dallas St to Fort Worth St); and,

WHEREAS, Shield Engineering Group, PLLC has provided a proposal for the design in an amount not to exceed Four Hundred Forty-Three Thousand Six Hundred Eighty-Seven and 20/100 dollars (\$443,687.20); and,

WHEREAS, after review of the proposal, City staff recommends approving a professional services contract with Shield Engineering Group, PLLC; and,

WHEREAS, funding for this contract is available from the Street Bond 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 Professional Services Contract with Shield Engineering Group, PLLC in an amount not to exceed Four Hundred Forty-Three Thousand Six Hundred Eighty-Seven and 20/100 dollars (\$443,687.20) for the design and survey of Kings Way Drive and Bishop Drive (Dallas St to Fort Worth St), in substantially the same form as the attached Exhibit "A", is hereby approved.

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.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD, TEXAS, THIS 27TH DAY OF JULY, 2026.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

This Professional Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **Shield Engineering Group, LLC**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. PROFESSIONAL shall provide professional services, as further described in Exhibit "A", within the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the "Project."

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed Four Hundred Three Thousand, Three Hundred Fifty-Two Dollars and 00/100 (\$403,352.00) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as agreed upon by the parties. PROFESSIONAL shall invoice the City monthly for services actually performed, and subject to Article X, CITY shall pay within thirty (30) days of the receipt of said invoice. Notwithstanding the foregoing, services invoiced that were performed ninety (90) days or more after the invoice date shall not be billed without prior CITY authorization. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

ARTICLE III.
CHARACTER AND EXTENT OF SERVICES

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

ARTICLE IV.
TIME FOR COMPLETION

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

ARTICLE V.
REVISIONS OF SCHEMATIC DRAWINGS

CITY reserves the right to direct substantial revision of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay PROFESSIONAL equitable compensation for services rendered for the making of any such revisions. In any event, when PROFESSIONAL is directed to make substantial revisions under this Section of the Contract, PROFESSIONAL shall provide to CITY a written proposal for the entire costs involved in the

revisions. Prior to PROFESSIONAL undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of PROFESSIONAL's error or omission, then such revisions shall be made by PROFESSIONAL without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

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

ARTICLE VI. PROFESSIONAL'S COORDINATION WITH OWNER

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

ARTICLE VII. TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. Professional shall be liable for any additional cost to complete the project as a result of Professional's termination of this Contract without cause.

ARTICLE VIII.

OWNERSHIP OF DOCUMENTS

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

ARTICLE IX. **INSURANCE**

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per occurrence.

B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

D. PROFESSIONAL agrees to the following:

1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;
4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI. NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII.
PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI. PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, agents or PROFESSIONALS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents prepared by said PROFESSIONAL, its employees, subcontractors, agents and PROFESSIONALS subject to §271.904 of the Texas Local Government Code.

ARTICLE XVII. INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XIX.
INDEPENDENT CONTRACTOR

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and PROFESSIONALS; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and PROFESSIONALS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

ARTICLE XX.
DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and

enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**ARTICLE XXIV.
DEFAULT**

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading,

demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

ARTICLE XXIX.
CONSTRUCTION OF CONTRACT

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

ARTICLE XXX.
NOTICES

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:	City of Mansfield Attn.: Raymond Coffman, P.E. 1200 E. Broad St. Mansfield, Texas 76063 (817) 276-4238
---------------------------	--

If intended for Professional, to:	Shield Engineering Group Attn: Jean-Marie Alexander, PE 1600 W. 7 th Street Ste 400 Fort Worth, Texas, 76102 (817) 810-0696
-----------------------------------	--

ARTICLE XXXI.
PRIVATE LAND ENTRY

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

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

[Signature Page Follows]

EXECUTED this the ____ day of July, 2026, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Raymond Coffman, P.E.
Director of Engineering Services

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Victor A. Flores, City Attorney

“PROFESSIONAL”
Shield Engineering Group, LLC

By: _____
Name: Jean-Marie Alexander, P.E.
Title: COO

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2026, by Raymond Coffman, P.E., Director of Engineering Services of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2026, by Jean-Marie Alexander, PE, COO of Shield Engineering Group, LLC.

Notary Public in and for the State of Texas



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: King's Way Drive & Bishop Drive Reconstruction (Fort Worth to E Dallas)

PROJECT NO: 2026136.01

CLIENT: City of Mansfield, Attn: Timothy May

ADDRESS: 1200 E Broad St, Mansfield, TX 76063

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services.:

SCOPE: The City of Mansfield has identified roadway, sidewalk, utility and drainage improvements along King's Way Drive from Fort Worth Street to East Dallas Street. Additionally, roadway and sidewalk improvements have been identified along Bishop Drive from Fort Worth Street to King's Way Drive. The Firm understands the civil engineering services will consist of final roadway design for construction of paving improvements, wastewater improvements and storm drainage improvements including curb inlets.

A Drainage Analysis will be included for the drainage basin which outfalls at the open channel located at 1301 E. Dallas Street. The drainage analysis will include the area captured by the existing storm system in King's Way Drive. The drainage analysis for proposed conditions will determine a recommended drainage system for King's Way Drive and Bishop Drive with a 25-year frequency for the underground storm drain system and a 100-year frequency design for the combined underground and right-of-way system. The existing Kings Way Drive system currently connects into an existing 4'x4' RCB system under E Dallas Street before reaching the open channel. However, our proposed system will remove this connection to the 4'x4' RCB, and it is assumed we will propose a secondary underground drainage system running parallel to the 4'x4' RCB under E Dallas Street. This system will capture and convey the drainage directly flowing to Kings Way Drive and Bishop Drive before out falling to the same channel located at 1301 E Dallas Street. It is assumed that no further analysis, calculations, or investigation will be needed for any existing underground system or overland flow draining into E Dallas Street and this same channel. If flow data is needed for these existing systems, it is assumed the City will provide this data from reference plans. The Drainage Analysis shall only include the proposed underground system in Kings Way Drive and E Dallas Street and will extend to the proposed outfall at the open channel. It is also assumed that no new inlets along E Dallas Street will be necessary or proposed with this scope. Additionally, this scope does not include any channel analysis or modeling and will end at the proposed channel outfall.

The roadway improvements for King's Way Drive and Bishop Drive are proposed as a 29' back-to-back typical section. This includes an 8" asphalt paving section, concrete curb and gutter, and 5' sidewalks along both sides of Bishop Drive and along the east side of Kings Way Drive within the existing 50' ROW. Full pavement recommendations will utilize the geotechnical report prepared by Geotex Engineering dated July 3rd, 2024 for the Fort Worth Street and Live Oak Drive improvements project. No further geotechnical assessment or recommendations will be assumed for this scope. Improvements to the water system in King's Way Drive and Bishop Drive shall be limited to water meter box replacement, fire hydrant relocation and waterline adjustments as needed for paving and drainage improvements. Wastewater improvements shall be limited to adjusting and replacing cones on existing manholes, as well as, installing additional manholes to the system, as directed by the City. No profiles will be provided for these wastewater or water improvements.

Initials _____ Page 1 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Exhibits, as-built plans, and other miscellaneous services beyond this scope will be considered Additional Services and billed at the Hourly Rate Schedule provided with this scope.

The Client shall either directly provide the following information or make the information available from one of the Client's subconsultants including but not limited to:

- CCTV for the existing sewer systems within the project limits, if available
- Utility maps of known city owned utilities, if available
- Existing plans within and adjacent to the project limits
- Contract documents and detailed specifications
- City standard details, or preferred set of details
- General notes, if available

General Conditions:

The FIRM shall assist the CITY with services associated with this Project related to special surveys, tests, test borings, or other subsurface investigations necessary to complete the Project. Such surveys, tests, and investigations shall be made only upon authorization by and at the expense of the CITY.

Firm shall prepare an Initial Erosion Control Plan and Final Erosion Control Plan consistent with the latest NCTCOG Construction Controls Technical Manual to be utilized by contractor in the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for this Project. The Erosion Control Plans shall be included in the bid set of plans and specifications.

The FIRM shall assist in the tabulation and review of all bids received for the construction of the improvements and shall make recommendations for award to the CITY.

The FIRM shall provide detailed design data, profiles, cross-sections where appropriate, opinions of probable cost, complete detailed half size (11" x 17") plans as required by the CITY, and specifications for each interim review deliverable milestone and final deliverable milestone. The deliverables to the CITY shall include:

Digital files formatted in Adobe Acrobat (.pdf) and up to three (3) hard copies of each interim and final review set of plans and specifications and one (1) copy of each interim and final review itemized opinion of cost.

- Digital files formatted in Adobe Acrobat (.pdf) and one (1) hard copy of the bid plans and specifications.
- Digital files formatted in Adobe Acrobat (.pdf) and four (4) hard copies of the conformed for construction plans and specifications.
- Record Drawings formatted in Adobe Acrobat (.pdf) and in AutoCAD (.dwg) on the same bearing structure and coordinate system as the City of Mansfield Geodetic Control Network.

CITY shall make available to The FIRM for use in performing services hereunder all existing plans, maps, field notes, statistics, computations, and other data in City's possession relative to existing facilities and to this Project.

Initials _____ Page 2 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Basic Services:

1. Survey Services: \$39,940

The FIRM shall determine the right-of-way and easement requirements necessary for the construction of the project and furnish same to the CITY.

- a. Topographic Design Survey: Perform on-the-ground design survey for King's Way Drive between Fort Worth Street to East Dallas Street, Bishop Drive between Fort Worth Street and Kings Way Drive, and East Dallas Street between the existing open channel and Kings Way Drive. These survey limits will be to 10' outside of the existing ROW. The Firm will provide topographic design survey which may include but is not limited to 1' contour intervals, horizontal and vertical location of existing surface features such as water valves, fire hydrants, telephone poles, sanitary sewer manholes and flowline information, storm drain system structures and flowlines and pipe sizes, curbs, edge of pavement, retaining walls, power poles, dig-tess pin flags, etc.
- b. Boundary Retracement: The Firm will locate the monuments on the ground referenced on the deed and/or plat of the subject tract. The Firm will then analyze the found monumentation to determine the boundary to be utilized for future survey and/or design work. The Firm does not anticipate receiving a title commitment. The correction or resolution of erroneous, deficient, or ambiguous easement descriptions is not included within this Scope. The resolution of boundary conflicts or gaps discovered during the course of this verification is not included within this Scope. A map will not be provided as part of this Scope.
- c. Right of Entry: If determined necessary during design, Right of Entry documents can be provided as an additional scope and fee.
- d. Easements: Temporary or permanent easements are not expected to be necessary and has therefore, not been included in this scope. If determined necessary during design, these services can be provided as an additional scope and fee.

2. Drainage Analysis, Drainage Plan Recommendation, and Conceptual Paving Analysis: \$63,190

- a. Drainage Area Analysis: The Firm will prepare a drainage analysis for the drainage basins along both King's Way and Bishop Drive. This analysis will identify drainage areas, provide information on the ultimate developed flows within each street for the 25-year and 100-year storm, and produce existing roadway and right-of-way capacity analysis of each street. No further capacity analysis will be performed for East Dallas Street. It is assumed that the street sections will be parabolic for this analysis, and no superelevated sections will be considered. This analysis will include:
 - i. Drainage area map
 - ii. Runoff computations
 - iii. Drainage analysis for Hydraulic calculations for 25-year and 100-year storm frequencies for both King's Way Drive and Bishop Drive
- b. Drainage plan recommendations: The Firm will prepare conceptual recommendations for drainage improvements for both King's Way Drive and Bishop Drive, based on the findings of the Drainage Analysis and the conditions of the existing storm drain system. This recommendation will show locations of proposed inlets along Kings Way Drive, as well as

Initials _____ Page 3 of 13

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

conceptual pipe sizing for an underground system based upon manning's equation pipe capacity analysis. This recommendation will assume all captured stormwater will travel west down East Dallas Street where it will discharge directly via a new outfall into the open channel located at 1301 East Dallas Street. It is assumed a new underground system will be proposed under both Kings Way Drive and E Dallas Street, no new inlets will be proposed along E Dallas Street, and that the proposed system will not connect into or capture any flows from any existing underground system in E Dallas Street. Additionally, no further analysis will be necessary for underground or overland flow into E Dallas Street or the neighboring roadways. It is assumed that our analysis will end at the proposed outfall and that no downstream channel modeling or analysis will not be included in this project.

- c. Preliminary Paving Analysis: Conceptual plan and profile sheets for Kings Way Drive and Bishop Drive at 1"=20' scale showing existing and proposed horizontal roadway alignments, existing vertical alignments (profiles), existing ROW, existing and proposed sidewalks and driveways, proposed lane dimension, proposed drainage structures, and city owned and franchise utilities as determined by dig-tess.

3. Preliminary King's Way Dr and Bishop Dr Paving and Drainage: \$136,045

- a. Preliminary Engineering Construction Plans: The preliminary engineering construction plans shall include the following:
 - i. Cover Sheet: Cover Sheet to be based on the City of Mansfield standard Cover Sheet Template.
 - ii. Sheet Index: The Firm will prepare a sheet index page to be included in the plans.
 - iii. General Notes: The Firm will prepare general notes utilizing the general notes template provided by the City.
 - iv. Typical Sections: The Firm will provide existing and proposed typical sections for King's Way Drive and Bishop Drive, following the city standard 29' back-to-back asphalt roadway with curb and gutter section. Typical sections will be provided for reference and will not provide any detailed design information. Pavement design recommendations will be based on the Geotechnical Engineers recommendations.
 - v. Driveway Cross Sections: The Firm will prepare cross sections for each existing driveway that will be within the proposed roadway limits along King's Way Drive and Bishop Drive. These sections will show existing and proposed elevations and how the proposed will tie into the existing topography. The cross sections will be provided at a 1"=5' (Vert.), 1"=20' (Horz.) Scale. Additional cross sections can be provided at an hourly basis.
 - vi. Preliminary Roadway Plan and Profile: The Firm will provide preliminary roadway plan and profile alignments for King's Way Drive at 1" = 20' scale, attempting to match existing grades at the right-of-way. These profiles will show the existing/proposed right-of-way and proposed left and right top of curb.
 - vii. Drainage Design:
 1. Drainage Area Analysis: The Firm will prepare pre-and-post drainage area maps, calculations, and identify discharge points. Calculations will be provided for the 1, 5, 25, and 100 year events. It is assumed that the design will be based on the adopted iSWM standards and the City of

Initials _____ Page 4 of 13

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Mansfield's drainage criteria. This analysis will be limited to the areas within the project limits as discussed in the scope and shown on the attached exhibit.

2. Storm Drain Plan and Profile Sheets: The Firm will prepare storm drain plan and profile sheets for the required drainage facilities. These sheets will be provided at 1"=20' scale, which show the proposed storm sewer, manholes, inlets, downstream connections, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view. It is assumed that inlet and underground drainage improvements will be on Kings Way Drive and Bishop Drive, and East Dallas Street will only be underground drainage improvements.
 3. A detailed drainage study, report, or HEC-RAS, HEC-HMS, or other models or calculations, beyond what is listed above, are not included in this scope. By the request of the City, no upstream or downstream assessment will be performed, and it is assumed that adequate discharge points will be available within the project limits. If further analysis is necessary downstream of the project limits, this can be provided at an hourly rate basis.
- viii. Standard Details: The Firm will provide in the Engineering Plans standard details to be used by the contractor for the purposes of construction. It is assumed that the firm will propose to use the adopted standard details from the City of Mansfield, TxDOT, and/or NCTCOG, unless otherwise provided by the City of Mansfield for the use in this project. These details will be supplied on unsealed plan sheets. The Firm assumes that no modified or special details will be needed for this project. If any modified or special details are needed or requested by the City, these details can be provided at an hourly rate basis.
- b. Preliminary Opinion of Probable Cost: The Firm will prepare one (1) Preliminary Opinion of Probable Cost using recent bid tabs or Client provided unit prices.
- c. Meetings: The Firm has included two (2) 1-hour meetings for two Firm representatives to coordinate with the Design Team and the City. It is assumed no public meetings will be necessary. Additional meetings, if necessary, can be provided on an hourly basis.

The Firm will submit preliminary plans and the opinion of probable cost to the City in .pdf format. The Firm will address one (1) round of review comments with the 90% submission. Additional comments, analysis, or concept planning will be considered Additional Services and billed on an hourly basis.

Initials _____ Page 5 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



4. 90% & Final Engineering Construction Plans & Specifications: \$87,735

The Firm assumes that this project will be advertised and bid out in one (1) phase with one (1) set of plans by the City, and that no additional plan sets will be required.

- a. Construction Plans: The Firm's services will include addressing the preliminary plan comments and preparation of the final construction plans for the construction. The final construction plans shall include the following in addition to those provided in the conceptual phase:
 - i. Traffic Control and Sequencing Plan: This plan will be at a minimum of 1"=100' scale and will depict locations of work zones, end-of-road barricade placement and will provide appropriate MUTCD & TxDOT Traffic Control details pertinent to the work being proposed. It is assumed there will be a maximum of 1 traffic control plan prepared. This plan does not dictate means and methods of construction, and it is assumed the contractor may modify this plan as needed.
 - ii. Sediment and Erosion Control Plan: The Firm will prepare a Sediment and Erosion Control Plan at a minimum of 1"=100' scale which is consistent with the latest NCTCOG Construction Controls Technical Manual to complement the paving plan, be utilized by the contractor in preparation of a Storm Water Pollution Prevention Plan (SWPPP), and to be utilized during all earthwork activities. This plan is intended to be a base line recommendation to the onsite "Operator" and as such may be altered as needed. Permanent BMP's and water quality devices are not included in this plan.
- b. Final Opinion of Probable Costs: The Firm will prepare one (1) Final Opinion of Probable Cost using recent bid tabs or Client provided unit prices.
- c. Specifications: The Firm shall prepare preliminary specifications per the City's standards to be included in the bid package. The City shall provide the Firm the boilerplate contract book template and specifications. It is assumed that the Firm will not be providing or preparing modified or special specifications or will be modifying the contract book beyond incorporating the necessary bid proposal, advertisement/bidding dates, and general project information. It is assumed that the Firm will produce and provide bid item descriptions to go along with the items in the bid proposal.
- d. Deliverables:
 - i. 90% Submittal: The Firm will submit 90% plans, specifications, and the opinion of probable cost to the City in .pdf format. The Firm will address one (1) round of review comments with the final submittal. Additional comments, analysis, or concept planning will be considered Additional Services and billed on an hourly basis.
 - ii. Final Submittal: The Firm will submit final plans, specifications, and the opinion of probable cost to the City in .pdf format. This will be considered the final submittal, and any additional changes or modifications to the final engineering construction plans requested after this submittal will be considered additional services and will be billed at an hourly rate basis.
- e. Meetings: The Firm has included two (2) 2-hour meetings for two representatives to coordinate with the Design Team and the City. It is assumed no public meetings will be necessary. Additional meetings, if necessary, can be provided on an hourly basis.

Initials _____ Page 6 of 13

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



5. Bid Phase Support Services: \$14,460

- a. The Firm will prepare one set of advertisement documents to the city for advertising one time. It is assumed that the City will upload and advertise all bid documents for public advertisement and addenda coordination. Additional means of advertisement, including advertising in the local paper or on a city management procurement system, will be assumed to be handled by the City. If bids are rejected and additional advertisement and/or bidding services are needed, these can be provided on an hourly basis.
- b. The Firm will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests, in the form of addenda.
- c. The Firm will assist the City in determining the qualifications and acceptability of prospective general contractors.
- d. The Firm will attend the pre-bid meeting in support of the City.
- e. The Firm will attend the bid opening in support of the City.
- f. The Firm will tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract.
- g. The Firm will incorporate all addenda into the contract documents and issue conformed sets.

6. Construction Phase Services: \$15,935 (Hourly Estimate)

The FIRM shall review, interpret, and provide direction to the CITY during the construction phase. Such consultation and reviews shall be for general conformance with the design concept and general compliance with the plans and specifications under the Construction Contract. When necessary, the Firm shall assist City in preparing Change Orders for construction of the project. In addition to these items, the following services shall be provided:

- a. The Firm shall attend the pre-construction conference, if requested by City.
- b. The Firm shall visit the project site at requested intervals up to four (4) as construction proceeds to observe and report on progress
- c. As requested by the City, the Firm shall provide necessary interpretations and clarifications of contract documents, assist with contractors Requests for Information and review change orders.
- d. The Firm shall prepare as-built drawings based on the contractors redline plan set depicting field modifications.

7. Texas Department of Licensing and Regulation Review & Inspection (TDLR). \$2,200

This is required for projects with pedestrian (sidewalk and barrier free ramp) elements with a construction cost greater than \$50,000. FIRM will submit construction documents to TDLR for compliance with Texas Accessibility Standards (TAS). This includes registering the project and completing all necessary forms/applications necessary. FIRM will also respond to TDLR comments and requests. CITY is responsible for obtaining the Notice of Substantial Completion and requesting/completing the final inspection with TDLR or a locally approved Registered Accessibility Specialist. CITY is also responsible for all fees associated with registering/inspecting the project with TDLR.

Initials _____ Page 7 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



8. Subsurface Utility Engineering: \$11,847

Please see attached scope of services provided by The Rios Group. All subconsultant expenses will be the contract amount plus a 10% mark up.

9. Reimbursables: \$2,000

All reimbursable expenses will be actual cost plus 10% mark up. The Firm will provide all drawings and other deliverable items electronically. Reimbursable expenses include mileage, postage, courier fees, reproduction fees, and printing costs. All City or agency required fees will be paid directly by the Client.

10. Additional Services: \$30,000 (As directed by the city)

If additional services related to the basic Engineering or Survey services or any specialty services are requested by the city that are outside of the scope of this agreement, the Firm will prepare an independent scope and fee of the additional service requested. This scope and fee will be reviewed and approved by the City in advance of any work related to the additional service is performed. This fee will only be used if first approved by the City.

SUMMARY:

Basic Services

1. Survey Services:	\$39,940
2. Drainage Analysis, Drainage Plan Recommendation, and Conceptual Paving Analysis	\$63,190
3. Preliminary King's Way Dr and Bishop Dr Paving and Drainage	\$136,045
4. 90% & Final Engineering Construction Plans & Specifications:	\$87,735
5. Bid Phase Support Services:	\$14,460
6. Construction Phase Services:	hourly estimate \$15,935
7. TDLR:	\$2,200
8. Subsurface Utility Engineering – The Rios Group:	\$11,847
9. Reimbursables:	\$2,000
10. Additional Services:	\$30,000

Total Estimated Fee **\$403,352**

Initials _____ Page 8 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Progress payments shall be made monthly upon receipt of an invoice from The FIRM outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for services performed during the period in accordance with the standard hourly rates.

The aggregate of monthly progress payments shall not exceed the following:

- a. Until satisfactory completion of 90% interim review plans and specifications hereunder, a sum not to exceed 90% of the total fee, less previous payments.
- b. Until satisfactory completion of 100% final review plans and specifications hereunder, a sum not to exceed 98% of the total fee, less previous payments.
- c. Balance of earnings to be due and payable upon completion and preparation of the "Record Drawings".

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____

By: _____

Name: _____

Name: Jean-Marie Alexander, PE

Title: _____

Title: COO

Date: _____

Date: _____

The Client will pay all Impact fees, FEMA fees, submittal fees, and all other fees and taxes.

The Firm will provide the professional services listed above in accordance with local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Initials _____ Page 9 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Exclusions and Additional Services: This proposal was prepared based on information provided by the Client and the conditions known to Shield Engineering Group, PLLC at the time of preparing this proposal. Tasks not included in the scope will be considered Additional Services. If the Engineer is requested to become involved with any of the following items, the Firm will be pleased to provide them for additional fees to be determined at that time. Additional Services include any services not listed above and all other special or miscellaneous services specifically authorized by the Client. Authorized Additional Services shall be billed in accordance with the attached Hourly Rate Schedule or for a pre-negotiated lump sum fee approved by the Client. The following is an example of services which will be considered additional or excluded:

- Bidding Phase Services beyond those listed above.
- Construction Phase Services beyond those listed above.
- Franchise Utility Relocation Coordination and Offsite Franchise Utility Coordination
- USPS Coordination
- Traffic Analysis, Parking Flow Study, Signal Warrant Study
- Studies: Line of Sight, Water, Sanitary Sewer, Traffic, Flood, Vehicle turning and movement analysis
- Special Use Permits for Oil And Gas Coordination
- Survey (beyond those listed above): As-Built Survey/ALTA Survey, Boundary Title Search, Easement & ROW documents/instruments, Right of Entry Documents, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certification, Rail Certification, Tree Surveys, or any other surveying services beyond those listed above
- Drainage channel modeling or hydraulic analysis and offsite drainage system review, analysis and calculations
- Drainage design or analysis beyond what is listed above
- Demolition Plan
- City Encroachment Agreements
- TxDOT Driveway/Utility Permit, Design and Details
- TxDOT Locally Let Construction Plan Set
- Water Appropriations, FAA, TxDOT, TRA, Railroad, Driveway
- Landscape architecture and irrigation system design
- Environmental Waters of the US/Wetland permits
- Stormwater Pollution Prevention Plan (SWPPP)
- LOMR, CLOMR, Floodplain Permit
- Design of pump house, fire alarms, flow test(s) and/or ground storage tank for fire protection system design
- Design of retaining walls, screening walls, detached structures, special brick paved areas, etc.
- Structural designs, details, or calculations
- Design of offsite spoil/borrow area for excavation material
- Geotechnical Investigations, Material Testing and Inspection Services
- Services of Special Consultants beyond those listed above

Initials _____ Page 10 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED:** Signing this Agreement shall be construed as authorization by CLIENT for the FIRM to proceed with the Services, unless otherwise provided for in this Agreement.
2. **ACCESS TO SITE:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
3. **COST ESTIMATES:** Any cost estimates provided will be on a basis of experience and judgment. Since the FIRM has no control over market conditions or bidding procedures, the FIRM does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. **ADDITIONAL SERVICES:** Services in addition to those specified in Scope will be provided if authorized in writing. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and FIRM. In the absence of an express agreement about compensation, the FIRM shall be entitled to an equitable adjustment to its compensation for performing such additional services.
5. **STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.
6. **INDEMNIFICATION:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
7. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be limited to an amount no greater than the Firm's fee in this proposal. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
8. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the CLIENT and FIRM shall be submitted to non-binding mediation. CLIENT and FIRM agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
9. **PAYMENT TO FIRM:** Invoices for the FIRM's service shall be submitted, at the FIRM's option, either upon completion of such services or on a monthly basis. The CLIENT shall either approve these invoices or notify the FIRM of any invoices not approved. The CLIENT and the FIRM shall confer and attempt to resolve such disputed invoices. The CLIENT shall promptly invoice the Owner for the FIRM's service in accordance with the billing terms of the CLIENT'S agreement with the Owner and shall use reasonable and diligent efforts to collect payment from the Owner. Invoices shall be payable within 15 days after the invoice date regardless of whether or not the Owner pays the CLIENT in full. The CLIENT shall pay the FIRM for all undisputed invoices within a reasonable period of time after completing the FIRM'S services under this agreement. If the invoice is not paid within 30 days after the invoice date, the FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. [Retainers/Deposits shall be credited on the final invoice.]
10. **LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
11. **TERMINATION:** Either CLIENT or FIRM may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
12. **CERTIFICATIONS:** Guarantees and Warranties: The FIRM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the FIRM cannot ascertain.
13. **OWNERSHIP OF DOCUMENTS:** All documents produced by the FIRM under this agreement shall remain the property of the FIRM and may not be used by the CLIENT for any other endeavor without the written consent of the FIRM.
14. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby
15. **JOBSITE SAFETY:** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultant's at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultant's. The Client also agrees that the Client, the Consultant and the Consultant's subconsultant's shall be made additional insured's under the General Contractor's policies of general liability insurance.

Initials _____ Page 11 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



2026 HOURLY RATE SCHEDULE

Principal / Director	\$305
Program Manager	\$285
Practice Builder	\$300
Client Manager	\$285
Senior Project Manager	\$285
Project Manager	\$255
Junior Project Manager	\$235
Senior Professional Engineer	\$235
Professional Engineer	\$215
Design Lead	\$185
EIT II	\$170
EIT I	\$150
Designer	\$160
CAD Drafter	\$135
Support / Admin	\$100
Senior RPLS	\$255
RPLS	\$220
GIS Analyst	\$155
SIT	\$150
Survey Technician	\$120
Party Chief	\$120
Survey Crew Member	\$ 80

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

Initials _____ Page 12 of 13

(FIRM)

(CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890





City of Mansfield Staff Report

Item ID: 26-2485

Agenda Date: July 27, 2026

Title

26-2485: Resolution – A Resolution of the City Council of the City of Mansfield, Texas, Awarding Contracts for the Construction of Hillcrest Street Reconstruction Including Potere Construction, LLC for Construction, Brittain and Crawford, LLC for Surveying, and Raba Kistner, Inc. for Material Testing and Authorizing Funding for an Amount Not to Exceed \$1,601,716.67; 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)

Description/History

This project includes reconstruction of Hillcrest Street with sidewalk improvements and construction of a standard residential 29' street with an 8" asphalt pavement section and concrete curb and gutter. The limits for this project are from Fort Worth St to Stell Ave. The bid opening of Hillcrest St was held at Mansfield City Hall on Thursday, June 18th, 2026, at 2:00 PM. Twelve formal bids were received and verified for accuracy and omissions. The low bidder is Potere Construction, LLC with a base bid of \$1,370,000.00. See attached bid tabulation. The contract time for this project will be one hundred twenty (120) working days or approximately seven months. The requested funds are for a construction contract in the amount of \$1,507,000.00 which includes a 10% construction contingency, \$60,500.00 for survey services which includes a 10% contingency, and \$34,216.67 for material testing which includes a 10% contingency, for a total budget not to exceed \$1,601,716.67.

Strategic Initiative

Building Strong Neighborhoods
Focus on the Future
Improve City Wide Mobility

Recommendation

The Engineering Staff recommends approval of the Resolution. Potere Construction LLC is based in Fort Worth, has been in operation for over 30 years and has well established relationships with the cities of Saginaw and Fort Worth in executing public works and street construction-related projects. The Engineering Department feels that Potere Construction, LLC has the necessary staff and equipment to complete a job of this size and scope within the allowed contract time (120 days).

Funding Source

Street Bond

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AWARDED CONTRACTS FOR THE CONSTRUCTION OF HILLCREST STREET RECONSTRUCTION INCLUDING POTERE CONSTRUCTION, LLC FOR CONSTRUCTION, BRITTAIN AND CRAWFORD, LLC FOR SURVEYING, AND RABA KISTNER, INC. FOR MATERIAL TESTING AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$1,601,716.67; 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)

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 Hillcrest Street Reconstruction (Stell Ave to Fort Worth St); and,

WHEREAS, all proposals were received, opened and publicly read aloud on June 18, 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 "Lowest and Best" bid is that of Potere Construction, LLC.; and,

WHEREAS, funding for this contract is available from the Street Bond Fund.

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

SECTION 1.

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

SECTION 2.

A Construction Contract with Potere Construction, LLC., in an amount not to exceed One Million Five Hundred Seven Thousand and 00/100 Dollars (\$1,507,000.00) for construction of Hillcrest Street Reconstruction (Stell Ave to Fort Worth St).

SECTION 3.

A Professional Services Contract with Brittain & Crawford, LLC in an amount not to exceed Sixty Thousand Five Hundred and 00/100 Dollars (\$60,500.00) for construction staking of Hillcrest Street Reconstruction (Stell Ave to Fort Worth St).

SECTION 4.

A Professional Services Contract with Raba Kistner, Inc. in an amount not to exceed Thirty-Four Thousand Two Hundred Sixteen and 67/100 Dollars (\$34,216.67) for construction material testing of Hillcrest Street Reconstruction (Stell Ave to Fort Worth St).

SECTION 5.

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

SECTION 6.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 27TH DAY OF JULY, 2026.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

SHIELD ENGINEERING GROUP, PLLC Consulting Engineers				BID TABULATION REPORT HILLCREST STREET MANSFIELD, TX													
BID OPENING: June 18th, 2026																	
Project Item Information				Potere Construction, LLC		3D Paving and Contracting, LLC		Texas Materials Group, Inc		A & D Paving, LLC		SYB Construction Company, Inc		JR West Texas Concrete, LLC			
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value		
BASE BID																	
UNIT I GENERAL ITEMS																	
1	Mobilization	LS	1	\$52,650.00	\$52,650.00	\$66,800.00	\$66,800.00	\$69,540.00	\$69,540.00	\$71,000.00	\$71,000.00	\$50,000.00	\$50,000.00	\$68,000.00	\$68,000.00		
2	Site Preparation	STA	20	\$3,522.75	\$70,455.00	\$4,000.00	\$80,000.00	\$3,233.55	\$64,671.00	\$1,450.00	\$29,000.00	\$2,000.00	\$40,000.00	\$1,000.00	\$20,000.00		
3	Irrigation Repair & Adjustment Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
4	Landscaping Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
5	Construction Allowance	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
6	SWPPP & Erosion Control (±5 Acres)	LS	1	\$3,885.00	\$3,885.00	\$8,000.00	\$8,000.00	\$520.65	\$520.65	\$8,900.00	\$8,900.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00		
SUBTOTAL:				\$196,990		\$224,800		\$204,732		\$178,900		\$175,000		\$166,000			
UNIT II PAVING IMPROVEMENTS																	
7	Unclassified Street Excavation	CY	900	\$36.75	\$33,075.00	\$24.00	\$21,600.00	\$27.10	\$24,390.00	\$48.92	\$44,028.00	\$35.00	\$31,500.00	\$32.00	\$28,800.00		
8	Remove and Dispose Concrete Sidewalk	SY	600	\$8.82	\$5,292.00	\$6.00	\$3,600.00	\$8.70	\$5,220.00	\$14.29	\$8,574.00	\$5.00	\$3,000.00	\$30.00	\$18,000.00		
9	Remove and Dispose Concrete Pavement	SY	6100	\$14.33	\$87,413.00	\$6.00	\$36,600.00	\$11.75	\$71,675.00	\$12.05	\$73,505.00	\$12.00	\$73,200.00	\$35.00	\$213,500.00		
10	Remove and Dispose Concrete Driveway	SY	1200	\$13.23	\$15,876.00	\$6.00	\$7,200.00	\$8.70	\$10,440.00	\$13.55	\$16,260.00	\$7.00	\$8,400.00	\$40.00	\$48,000.00		
11	Remove and Replace Driveway Gate & Fence	EA	2	\$3,200.00	\$6,400.00	\$3,800.00	\$7,600.00	\$4,881.00	\$9,762.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00		
12	Remove and Replace Sign and Post	EA	2	\$764.50	\$1,529.00	\$1,170.00	\$2,340.00	\$406.80	\$813.60	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,800.00	\$3,600.00		
13	Remove and Replace Post Mailbox	EA	10.00	\$750.00	\$7,500.00	\$600.00	\$6,000.00	\$430.25	\$4,302.50	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$900.00	\$9,000.00		
14	Remove and Replace 3' - 4' Metal Fence	LF	70	\$125.00	\$8,750.00	\$28.00	\$1,960.00	\$37.95	\$2,656.50	\$115.00	\$8,050.00	\$100.00	\$7,000.00	\$75.00	\$5,250.00		
15	Remove and Replace 3' - 4' Wood Picket Fence	LF	80	\$150.00	\$12,000.00	\$32.00	\$2,560.00	\$47.75	\$3,820.00	\$120.00	\$9,600.00	\$60.00	\$4,800.00	\$60.00	\$4,800.00		
16	Cap & Bury Sanitary Sewer Cleanout	EA	49	\$840.00	\$41,160.00	\$400.00	\$19,600.00	\$379.65	\$18,602.85	\$185.00	\$9,065.00	\$100.00	\$4,900.00	\$298.00	\$14,602.00		
17	Replace Manhole Cone with 30" Lid, Adjust to C	EA	6	\$3,675.00	\$22,050.00	\$1,300.00	\$7,800.00	\$8,135.55	\$48,813.30	\$2,150.00	\$12,900.00	\$3,000.00	\$18,000.00	\$5,000.00	\$30,000.00		
18	Replace Water Meter w/Traffic Rated Meter Box	EA	1	\$7,875.00	\$7,875.00	\$3,500.00	\$3,500.00	\$813.55	\$813.55	\$1,175.00	\$1,175.00	\$600.00	\$600.00	\$6,000.00	\$6,000.00		
19	Relocate Water Meter	EA	15	\$1,890.00	\$28,350.00	\$1,200.00	\$18,000.00	\$1,301.70	\$19,525.50	\$2,000.00	\$30,000.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00		
20	Adjust Meter Boxes & ICV to Grade	EA	45	\$550.00	\$24,750.00	\$450.00	\$20,250.00	\$379.65	\$17,084.25	\$375.00	\$16,875.00	\$300.00	\$13,500.00	\$250.00	\$11,250.00		
21	6" Concrete Driveway	SY	1200	\$72.00	\$86,400.00	\$62.00	\$74,400.00	\$70.50	\$84,600.00	\$99.59	\$119,508.00	\$120.00	\$144,000.00	\$120.00	\$144,000.00		
22	6" Stamped Concrete Driveway	SY	25	\$110.00	\$2,750.00	\$70.00	\$1,750.00	\$92.75	\$2,318.75	\$182.00	\$4,550.00	\$150.00	\$3,750.00	\$140.00	\$3,500.00		
23	ADA Ramp (Directional Curb Ramp)	EA	4	\$3,000.00	\$12,000.00	\$1,800.00	\$7,200.00	\$2,657.60	\$10,630.40	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$2,900.00	\$11,600.00		
24	4" Concrete Sidewalk	SF	12000	\$8.00	\$96,000.00	\$7.00	\$84,000.00	\$8.30	\$99,600.00	\$9.00	\$108,000.00	\$8.00	\$96,000.00	\$8.50	\$102,000.00		
25	2" Type "B" HMA Base Course PG 64-22	SY	6600	\$18.62	\$122,892.00	\$34.00	\$224,400.00	\$18.91	\$124,806.00	\$24.00	\$158,400.00	\$23.00	\$151,800.00	\$21.40	\$141,240.00		
26	4" Type "B" HMA Base Course PG 64-22	SY	5300	\$36.06	\$191,118.00	\$42.00	\$222,600.00	\$36.05	\$191,065.00	\$37.50	\$198,750.00	\$39.90	\$211,470.00	\$37.13	\$196,789.00		
27	2" Type "D" HMA Surface Course PG 70-22	SY	5300	\$20.42	\$108,226.00	\$36.00	\$190,800.00	\$17.59	\$93,227.00	\$26.00	\$137,800.00	\$24.43	\$129,479.00	\$22.74	\$120,522.00		
28	Hydrated Lime (Slurry) 54 lbs/SY (HMA Paver	TN	180	\$393.75	\$70,875.00	\$360.00	\$64,800.00	\$349.85	\$62,973.00	\$346.50	\$62,370.00	\$400.00	\$72,000.00	\$350.00	\$63,000.00		
29	12" Lime Treatment (HMA Pavement)	SY	6600	\$4.94	\$32,604.00	\$9.00	\$59,400.00	\$13.10	\$86,460.00	\$13.54	\$89,364.00	\$10.00	\$66,000.00	\$12.00	\$79,200.00		
30	6" Concrete Curb & Gutter	LF	4000	\$20.00	\$80,000.00	\$4.50	\$18,000.00	\$50.40	\$201,600.00	\$36.50	\$146,000.00	\$72.00	\$288,000.00	\$36.00	\$144,000.00		
31	8" Concrete Valley Gutter	SY	140	\$90.00	\$12,600.00	\$60.00	\$8,400.00	\$91.70	\$12,838.00	\$89.00	\$12,460.00	\$150.00	\$21,000.00	\$145.00	\$20,300.00		
32	Block Sod	SY	2000	\$10.00	\$20,000.00	\$9.00	\$18,000.00	\$10.30	\$20,600.00	\$13.00	\$26,000.00	\$10.00	\$20,000.00	\$14.00	\$28,000.00		
33	Thermal Plastic Reflective Striping (W) 24" Soli	LF	40	\$100.38	\$4,015.20	\$18.50	\$740.00	\$16.20	\$648.00	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$97.00	\$3,880.00		
34	Tree Removal (6" & Greater)	EA	20	\$834.75	\$16,695.00	\$1,800.00	\$36,000.00	\$1,415.60	\$28,312.00	\$1,200.00	\$24,000.00	\$900.00	\$18,000.00	\$1,000.00	\$20,000.00		
35	Traffic Control	LS	1	\$14,814.80	\$14,814.80	\$9,000.00	\$9,000.00	\$10,185.70	\$10,185.70	\$28,750.00	\$28,750.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00		
SUBTOTAL:				\$1,173,010		\$1,178,100		\$1,267,783		\$1,373,984		\$1,448,399		\$1,498,833			
Total - Base Bid				\$1,370,000		\$1,402,900		\$1,472,514.55		\$1,552,884.00		\$1,623,399.00		\$1,664,833.00			
Low Bidder - Base Bid																	

BID TABULATION REPORT

HILLCREST STREET



MANSFIELD, TX

Ken-Do Contracting, LP		Pavecon Public Works, LP		Estrada Concrete Company, LLC		Reynolds Asphalt and Construction Company		Standard Civil, LLC		Capko Concrete Structures, LLC		Engineers Estimate	
Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value
\$85,000.00	\$85,000.00	\$72,776.60	\$72,776.60	\$70,000.00	\$70,000.00	\$93,000.00	\$93,000.00	\$135,425.93	\$135,425.93	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00
\$1,500.00	\$30,000.00	\$7,231.50	\$144,630.00	\$1,430.00	\$28,600.00	\$3,600.00	\$2,854.44	\$2,854.44	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$40,000.00
\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
\$5,000.00	\$5,000.00	\$6,755.80	\$6,755.80	\$6,000.00	\$6,000.00	\$34,055.00	\$34,055.00	\$29,452.81	\$29,452.81	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
SUBTOTAL:	\$190,000	SUBTOTAL:	\$294,162	SUBTOTAL:	\$174,600	SUBTOTAL:	\$269,055	SUBTOTAL:	\$291,968	SUBTOTAL:	\$219,000	SUBTOTAL:	\$200,000
\$75.00	\$67,500.00	\$94.60	\$85,140.00	\$25.00	\$22,500.00	\$47.25	\$42,525.00	\$58.53	\$52,677.00	\$66.00	\$59,400.00	\$80.00	\$72,000.00
\$11.00	\$6,600.00	\$21.00	\$12,600.00	\$12.00	\$7,200.00	\$20.85	\$12,510.00	\$26.86	\$16,116.00	\$26.00	\$15,600.00	\$40.00	\$24,000.00
\$15.00	\$91,500.00	\$21.00	\$128,100.00	\$15.00	\$91,500.00	\$27.45	\$167,445.00	\$17.88	\$109,068.00	\$40.00	\$244,000.00	\$40.00	\$244,000.00
\$12.00	\$14,400.00	\$21.00	\$25,200.00	\$15.00	\$18,000.00	\$47.50	\$57,000.00	\$23.69	\$28,428.00	\$38.00	\$45,600.00	\$40.00	\$48,000.00
\$2,000.00	\$4,000.00	\$5,545.70	\$11,091.40	\$3,500.00	\$7,000.00	\$7,530.00	\$15,060.00	\$3,081.40	\$6,162.80	\$5,000.00	\$10,000.00	\$3,200.00	\$6,400.00
\$1,500.00	\$3,000.00	\$848.50	\$1,697.00	\$1,200.00	\$2,400.00	\$681.00	\$1,362.00	\$1,001.79	\$2,003.58	\$900.00	\$1,800.00	\$1,200.00	\$2,400.00
\$900.00	\$5,000.00	\$332.70	\$3,327.00	\$500.00	\$5,000.00	\$591.00	\$5,910.00	\$744.37	\$7,443.70	\$400.00	\$4,000.00	\$750.00	\$7,500.00
\$30.00	\$2,100.00	\$110.90	\$7,763.00	\$125.00	\$8,750.00	\$76.00	\$5,320.00	\$112.49	\$7,874.30	\$110.00	\$7,700.00	\$125.00	\$8,750.00
\$28.00	\$2,240.00	\$138.60	\$11,088.00	\$100.00	\$8,000.00	\$50.95	\$4,076.00	\$103.82	\$8,305.60	\$110.00	\$8,800.00	\$150.00	\$12,000.00
\$250.00	\$12,250.00	\$1,060.50	\$51,964.50	\$300.00	\$14,700.00	\$365.00	\$17,885.00	\$131.99	\$6,467.51	\$1,000.00	\$49,000.00	\$400.00	\$19,600.00
\$2,500.00	\$15,000.00	\$8,318.60	\$49,911.60	\$2,500.00	\$15,000.00	\$6,715.00	\$40,290.00	\$1,473.08	\$8,838.48	\$6,000.00	\$36,000.00	\$3,000.00	\$18,000.00
\$2,000.00	\$2,000.00	\$4,991.20	\$4,991.20	\$1,300.00	\$1,300.00	\$1,485.00	\$1,485.00	\$1,529.26	\$1,529.26	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
\$2,000.00	\$30,000.00	\$4,214.80	\$63,222.00	\$350.00	\$5,250.00	\$2,435.00	\$36,525.00	\$1,187.77	\$17,816.55	\$3,000.00	\$45,000.00	\$2,400.00	\$36,000.00
\$200.00	\$9,000.00	\$1,158.40	\$52,128.00	\$300.00	\$13,500.00	\$342.00	\$15,390.00	\$385.36	\$17,341.20	\$150.00	\$6,750.00	\$425.00	\$19,125.00
\$85.00	\$102,000.00	\$127.20	\$152,640.00	\$85.00	\$102,000.00	\$150.00	\$180,000.00	\$116.38	\$139,656.00	\$135.00	\$162,000.00	\$80.00	\$96,000.00
\$200.00	\$5,000.00	\$409.30	\$10,232.50	\$150.00	\$3,750.00	\$322.00	\$8,050.00	\$259.66	\$6,491.50	\$232.00	\$5,800.00	\$100.00	\$2,500.00
\$3,700.00	\$14,800.00	\$2,323.00	\$9,292.00	\$2,500.00	\$10,000.00	\$3,710.00	\$14,840.00	\$3,170.08	\$12,680.32	\$2,350.00	\$9,400.00	\$3,000.00	\$12,000.00
\$12.00	\$144,000.00	\$8.00	\$96,000.00	\$9.00	\$108,000.00	\$16.45	\$197,400.00	\$10.01	\$120,120.00	\$13.00	\$156,000.00	\$8.00	\$96,000.00
\$24.00	\$158,400.00	\$16.50	\$108,900.00	\$47.00	\$310,200.00	\$17.55	\$115,830.00	\$33.60	\$221,760.00	\$24.00	\$158,400.00	\$35.00	\$231,000.00
\$42.00	\$222,600.00	\$29.90	\$158,470.00	\$65.00	\$344,500.00	\$30.00	\$159,000.00	\$66.99	\$355,047.00	\$41.00	\$217,300.00	\$50.00	\$265,000.00
\$25.00	\$132,500.00	\$16.80	\$89,040.00	\$47.00	\$249,100.00	\$18.20	\$96,460.00	\$33.78	\$179,034.00	\$26.00	\$132,800.00	\$35.00	\$185,500.00
\$495.00	\$89,100.00	\$330.50	\$59,490.00	\$400.00	\$72,000.00	\$410.00	\$73,800.00	\$475.51	\$85,591.80	\$400.00	\$72,000.00	\$400.00	\$72,000.00
\$13.00	\$85,800.00	\$9.30	\$61,380.00	\$10.00	\$66,000.00	\$9.35	\$61,710.00	\$10.83	\$71,478.00	\$35.00	\$231,000.00	\$10.00	\$66,000.00
\$53.00	\$212,000.00	\$52.00	\$208,000.00	\$40.00	\$160,000.00	\$41.70	\$166,800.00	\$45.77	\$183,080.00	\$60.00	\$240,000.00	\$45.00	\$180,000.00
\$110.00	\$15,400.00	\$125.20	\$17,528.00	\$125.00	\$17,500.00	\$217.00	\$30,380.00	\$191.89	\$26,864.60	\$147.00	\$20,580.00	\$100.00	\$14,000.00
\$9.25	\$18,500.00	\$8.30	\$16,600.00	\$5.00	\$10,000.00	\$18.10	\$36,200.00	\$19.02	\$38,040.00	\$20.00	\$40,000.00	\$14.00	\$28,000.00
\$25.00	\$1,000.00	\$47.14	\$1,885.60	\$25.00	\$1,000.00	\$33.10	\$1,324.00	\$31.70	\$1,268.00	\$120.00	\$4,800.00	\$20.00	\$800.00
\$2,200.00	\$44,000.00	\$1,447.40	\$28,948.00	\$1,100.00	\$22,000.00	\$4,055.00	\$81,100.00	\$1,702.33	\$34,046.60	\$3,200.00	\$64,000.00	\$1,250.00	\$25,000.00
\$20,000.00	\$20,000.00	\$12,073.00	\$12,073.00	\$10,000.00	\$10,000.00	\$36,100.00	\$36,100.00	\$29,798.78	\$29,798.78	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
SUBTOTAL:	\$1,529,690	SUBTOTAL:	\$1,538,703	SUBTOTAL:	\$1,706,150	SUBTOTAL:	\$1,681,777	SUBTOTAL:	\$1,795,029	SUBTOTAL:	\$2,064,730	SUBTOTAL:	\$1,823,075
\$1,719,690.00		\$1,832,865.20		\$1,880,750.00		\$1,950,832.00		\$2,086,996.12		\$2,283,730.00		\$2,023,075.00	



July 2, 2026

Timothy May
Project Manager
City of Mansfield
1200 E. Broad St
Mansfield, TX 76063

RE: Hillcrest Street Recommendation Letter

Dear Mr. May:

The bid opening of Hillcrest St was held at the Mansfield City Hall on Thursday June 18th, 2026, at 2:00 PM. Twelve formal bids were received and verified for accuracy and omissions. The apparent low bidder is Potere Construction, LLC with a base bid of \$1,370,000.00

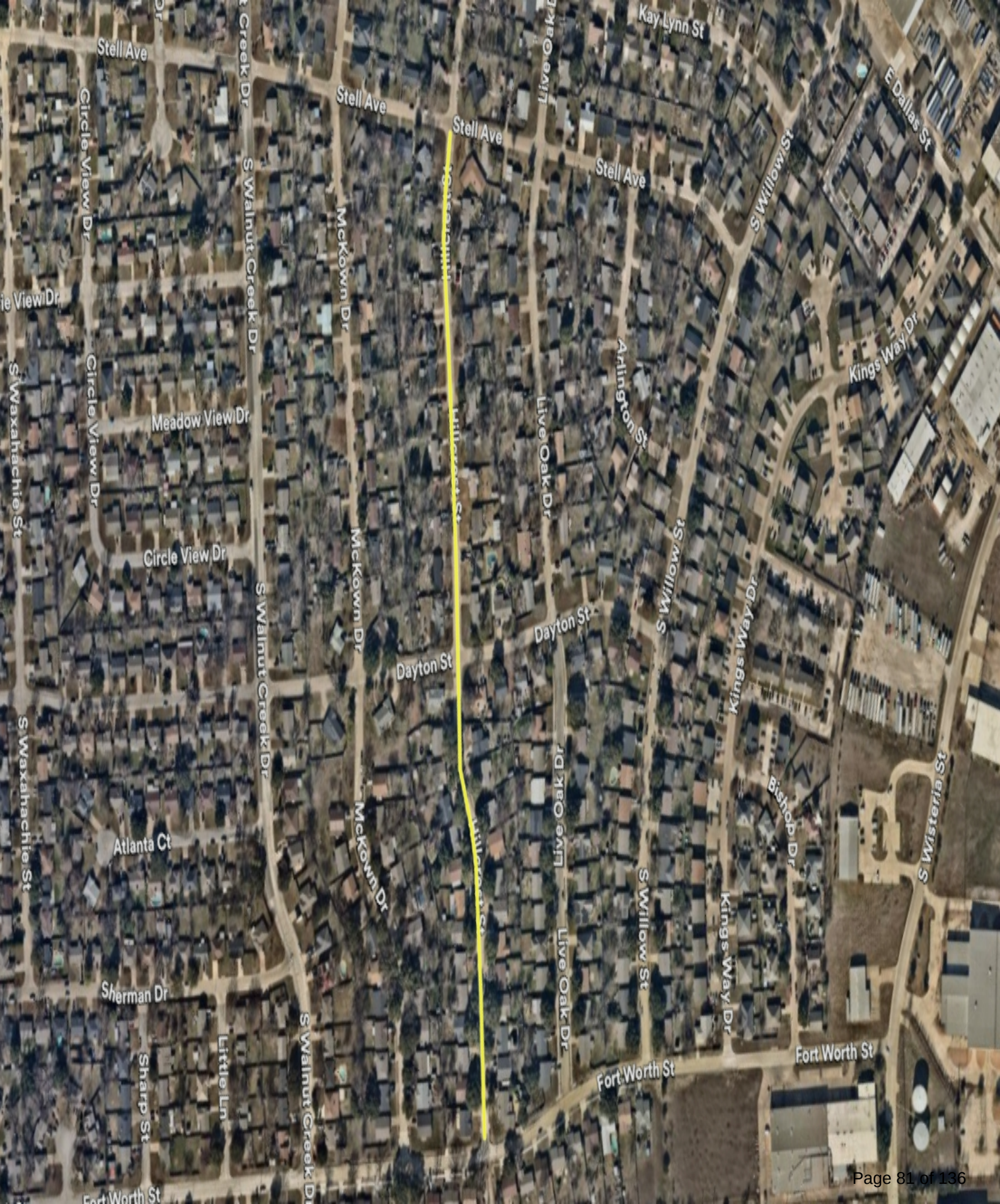
After analysis of the full project, Shield Engineering recommends using the low bidder for the construction of the base bid. Potere Construction has well established relationships with the cities of Saginaw and Fort Worth in executing public works and concrete related projects.

The construction consists of roadway and sidewalk improvements along Hillcrest St from Fort Worth St to Stell Ave.

Please let us know if you have any further questions.

Sincerely,

Max Aransen, P.E.
Shield Engineering Group, PLLC





**City of Mansfield
Staff Report**

Item ID: 26-2487

Agenda Date: July 27, 2026

Title

26-2487: Resolution - A Resolution of the City Council of the City of Mansfield, Texas Authorizing the Purchase of Property Located at 113 N. 4th Avenue, Mansfield, Texas, for the Walnut Creek Linear Park Trail System; Authorizing the City Manager, or 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 (GO Bonds)

Description/History

The 2020 Parks, Recreation, Open Space and Trails Master Plan included a spine trail phasing and prioritization plan with four phases of development for the Walnut Creek Linear Park (WCLP) system. As with the other phases, the acquisition of land along Walnut Creek is needed to provide the corridor for the linear trail development. In May 2022, Mansfield voters approved \$10.5M for constructing, improving, equipping and acquiring land for the WCLP system.

Phase 4 of the WCLP trail system will extend from N. Main Street to the western city limits at Retta Road. The improvements planned for this trail system include, but are not limited to, 12'-wide concrete hike and bike trail, pedestrian bridges, boardwalks, elevated trail sections, trail overlook areas, retaining wall structures, site furnishings, signage and landscape improvements.

The proposed acquisition includes approximately 1.624 acres of land located at 113 N. 4th Avenue out of the property's 6.733 acres. The remaining 5.109 acres will remain in the possession of the sellers. The negotiated purchase price of the property is \$162,400. In addition, the Mansfield Park Facilities Development Corporation (MPFDC) will be responsible for installing a perimeter fence along the new property boundary, the associated closing costs and any prorated taxes due to the Tarrant Appraisal District, as well as conducting and providing two surveys to the sellers. This item was approved by the MPFDC Board of Directors at their July 9, 2026 regular meeting.

Strategic Initiative

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

Recommendation

Approve the Resolution.

Funding Source

General Obligation Bonds

Prepared By

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE PURCHASE OF PROPERTY AT 113 N. 4TH AVENUE, MANSFIELD, TEXAS, FOR THE WALNUT CREEK LINEAR PARK TRAIL SYSTEM; AUTHORIZING THE CITY MANAGER, OR 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 (GO BONDS)

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 Council and the Mansfield Park Facilities Development Corporation (MPFDC) approved the Parks, Recreation, Open Space & Trails Master Plan in October 2020; and,

WHEREAS, the City Council and MPFDC determined that constructing the proposed linear park trail system improvements for Walnut Creek Linear Trail System Phase 4 will fulfill the second highest priority project in the southwest quadrant as indicated in the Master Plan; and,

WHEREAS, funding for this contract is available from General Obligation Bonds approved by voters in May 2022; and,

WHEREAS, the Board of Directors of the Mansfield Park Facilities Development Corporation approved the property purchase at their July 9, 2026 regular meeting; and,

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

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

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

SECTION 1.

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

SECTION 2.

The City Council shall approve the purchase of property located at 113 N. 4th Avenue, Mansfield, Texas, in the amount of One Hundred Sixty-Two Thousand Four Hundred Dollars and 00/100 (\$162,400.00) plus all closing costs.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD, TEXAS, THIS 27TH DAY OF JULY, 2026.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Real Estate Sales Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Louis Glenn Hardin and Meredith Laine Hardin

Address: 113 North 4th Ave. Mansfield, TX 76063

Phone: 817-208-0171

Email: louis@hardincomputer.com

Fax:

Seller's Attorney:

Buyer: City of Mansfield

Address: 1200 East Broad St. Mansfield, TX 76063

Phone: 817-276-4201

Fax:

E-mail: casey.lewis@mansfieldtexas.gov

Buyer's Attorney: Victor Flores

Address: 1200 East Broad St. Mansfield, TX 76063

Phone: 817-276-4256

Fax:

E-mail: victor.flores@mansfieldtexas.gov

Property: A 1.624 acre portion of Lot 1, Block 1 Hardin's Station Addition commonly known as 113 N. 4th Avenue., Mansfield, Tarrant County, Texas, and more fully described in Exhibit A ("Land"), subject to all Permitted Exceptions included in the Deed.

Title Company and Escrow Agent: Old Republic Title - Lolly Waller

Address: 1405 US Hwy 287 Frontage Rd. Suite 101. Mansfield, TX 76063

Phone: 817-453-8104

Fax:

Purchase Price: The purchase price for the said tract(s) of land is \$162,400.

Surveyor: Brittain & Crawford

Earnest Money: \$1,000

Buyer's Liquidated Damages: None

Seller's Additional Liquidated Damages: None

County for Performance: Tarrant County, Texas

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: ten (10) days after the effective date of this contract.
2. Delivery of Title Commitment: 20 days after the effective date of this contract. (or if later than the 20 days, the objections are due 7 days from the receipt of commitment).
3. Delivery of Title Objections: 30 days after the effective date of this contract.
4. End of Inspection Period: 10 days after the effective date of this contract.
5. Closing Date: on or before 45 days after the effective date of this contract.

B. Closing Documents

1. At closing, Seller will deliver the following items:

General Warranty Deed as to all property

2. At closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Environmental Matters

Exhibit C—Covenants and Restrictions

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The Owner Policy of Title Insurance shall be at Buyer's expense. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
3. *Survey.* "Survey" means the survey ordered by Buyer from Brittain & Crawford. and conducted at Buyer's direction and expense.
4. *Delivery of Title Commitment, Survey and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; and legible copies of the instruments referenced in the Title Commitment and Survey by the

deadline stated in section A.5.

5. *Title Objections.* Buyer has until the deadline stated in section A.3. (“Title Objection Deadline”) to review the Survey, Title Commitment and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

F. Inspection Period

1. *Entry onto the Property.* Buyer, with the prior approval and permission of Seller, may enter the Property before closing to inspect it, subject to the following:
 - a. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
 - b. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests;
 - c. If the Property is altered because of Buyer’s inspections, Buyer must return the Property to its pre inspection condition promptly after the alteration occurs;
 - d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt; and
 - e. Buyer must abide by any other reasonable entry rules imposed by Seller.
2. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with

knowledge of the use and condition of the Property to provide information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.
4. *Buyer's Release of Seller*
 - a. *Hold Harmless.* Buyer will hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
 - b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

G. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date, or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in Exhibit B are true and correct as of the Closing Date.

1. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.
2. *Cooperation.* Seller will cooperate with Buyer before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.
3. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county.

H. Termination

1. *Disposition of Earnest Money after Termination*
 - a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$300.00, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
 - b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.
2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract and those obligations that survive termination under the express terms of this contract.

I. Closing

1. *Conditions of Closing.* Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party in its discretion:
 - a. *Representations and Warranties.* The representations and warranties of the other party must be true and correct at Closing.
 - b. *Performance of Covenants and Agreements.* The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.
 - c. *No Bankruptcy.* No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to the property.
2. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- e. *Originals.* Seller will deliver to Buyer the originals of Seller's Records.

3. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the costs to obtain, deliver, and record releases of liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments in Seller's records as required by any paragraph in this contract; Seller's attorney's fees and any other cost expressly required to be paid by Seller in this contract.
- b. *Buyer's Costs.* Buyer will pay the charge for the Title Policy; any escrow fee charge by the Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the entire cost of the Survey; Buyer's attorney's fees and expenses; and any other costs expressly required to be paid by Buyer in this contract.
- c. *Ad Valorem Taxes.* Ad valorem taxes on the property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Buyer shall pay the ad valorem taxes for the remainder of the year as of the Closing Date. If the assessment for the calendar year of closing is not known at the Closing Date, the Buyer's payment will be based on taxes for the previous tax year, and Buyer will adjust the payment in cash within thirty days of when the actual assessment and taxes are known or as otherwise required by law. Buyer shall obtain information concerning such taxes directly from the Tarrant County

Appraisal District. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
4. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.
5. *Conditions Precedent.* This contract and the closing are subject to and contingent upon the following conditions being satisfied at or prior to closing:
 - a. N/A
 - b. N/A

J. Post-Closing Replat.

The Parties acknowledge that the Property being conveyed pursuant to this Agreement consists of a portion of an existing platted lot and is being described by metes and bounds. Following the Closing, Buyer and Seller shall reasonably cooperate and execute such applications, affidavits, consents, dedications, easements, releases, or other documents as may be reasonably required to obtain approval and recordation of a replat, amended plat, or other subdivision instrument necessary to establish the Property as a separate lot in accordance with applicable law and the requirements of the City.

Buyer shall be responsible for preparing the necessary platting documents, coordinating the platting process, and paying all costs associated with such replat unless otherwise agreed in writing by the Parties. Seller's obligation under this Section shall be limited to executing documents reasonably required to accomplish the replat and shall not require Seller to incur any out-of-pocket costs or undertake any additional obligations or convey any interest in real property beyond those contemplated by this Agreement. The obligations of the Parties under this Section shall survive Closing until the replat has been approved and recorded or until the Parties mutually agree in writing that no further action is required.

K. Default and Remedies

1. *Seller's Default; Remedies before Closing.* If Seller fails to perform any of its material obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect one of the following as its remedy before Closing:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100.00 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date ("Buyer's Expenses") within ten (10) days after the Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses accompanied by reasonable evidence of Buyer's Expenses.
 - b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's material obligations under this contract, but any such action must be initiated, if at all, within ninety (90) days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
 - c. *Actual Damages.* If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's material obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees, expenses and court costs.
2. *Seller's Default; Remedies before Closing.* If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its material obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
3. *Buyer's Default; Remedies before Closing.* If Buyer fails to perform any of its material obligations under this contract ("Buyer's Default"), Seller may elect the following as its sole and exclusive remedy:
 - a. *Termination; Liquidated Damages.* Seller may terminate this contract by

giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its material obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for Seller's actual out-of-pocket expenses incurred after the Effective Date to perform its material obligations under this contract ("Seller's Expenses") within ten (10) days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses.

4. *Buyer's Default; Remedies after Closing.* If Buyer fails to perform any of its material obligations under this contract that survive Closing, Seller will have all rights and remedies at law or in equity unless otherwise provided by the Closing Documents.

L. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Assignment.* Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. No such assignment will relieve Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted

assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.
6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.
7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.
13. The sale and this contract are subject to the approval of the Mansfield City Council. Failure of the Mansfield City Council's approval of this contract shall result in the immediate release of any and all obligations by Buyer to perform under this contract along with the return of Earnest Money to Buyer.
14. *Waiver of Consumer Rights.* BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND

PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

[Signature Page Follows]

Seller

By: _____

Name: Louis Hardin

Title: Owner

Date:

By: _____

Name: Meredith Hardin

Title: Owner

Date:

Buyer

CITY OF MANSFIELD

By: _____

Name:

Title:

Date:

Title Company acknowledges receipt of Earnest Money in the amount of \$1,00.00 and a copy of this contract executed by both Buyer and Seller.

By: _____

Name:

Title:

Date:

Exhibit A

LEGAL DESCRIPTION

BEING 5.109 acres of land located in Lot 1, Block 1, HARDIN'S STATION ADDITION, to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D220192615, of the Plat Records of Tarrant County, Texas, and a small portion of land also located in the T.J. HANKS SURVEY, Abstract No. 644, City of Mansfield, Tarrant County, Texas. Said 5.109 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the Southwest corner of said Lot 1, Block 1, Hardin's Station Addition;

THENCE along the West boundary line of said Lot 1, as follows:

1. N 07° 12' 40" E 162.78 feet, to a ½" iron rod marked "B & D" found;
2. N 11° 57' 37" W 105.60 feet, to a ⅝" iron rod found;
3. N 30° 24' 54" W 400.38 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE N 54° 37' 05" E 314.12 feet, to a ½" iron rod marked "Brittain & Crawford" set in the West boundary line of the tract of land conveyed to Mansfield Park Facilities Development Corporation, by the deed recorded in County Clerk's File No. D221284735, of the Deed Records of Tarrant County, Texas;

THENCE S 24° 46' 50" E 607.97 feet, along the West boundary line of said Mansfield Park Facilities Development Corporation Tract and the East boundary line of said Lot 1, Block 1, Hardin's Station Addition, to a ⅝" iron rod found;

THENCE S 85° 23' 22" E 75.83 feet, along the most Southerly North boundary line of said Lot 1, Block 1, Hardin's Station Addition, to a "60D" nail in a disc found;

THENCE along the East boundary line of said Lot 1, Block 1, Hardin's Station Addition, as follows:

1. S 04° 29' 53" W 68.23 feet, along the West right-of-way line of Oak Street, to a ½" iron rod found;
2. N 85° 12' 10" W 100.23 feet, to a ½" iron rod marked "Brittain & Crawford" set;
3. S 04° 36' 28" W 108.81 feet, to a ½" iron rod marked "Brittain & Crawford" set;
4. S 82° 21' 21" E 100.13 feet, to a ½" iron rod marked "Brittain & Crawford" set in the West right-of-way line of Fourth Street;
5. S 04° 47' 20" W 53.03 feet, along the West right-of-way line of said Fourth Street, to a ½" iron rod marked "Brittain & Crawford" set at the Southeast corner of

said Lot 1, Block 1, Hardin's Station Addition;

THENCE along the South boundary line of said Lot 1, Block 1, Hardin's Station Addition, as follows:

1. N 85° 24' 59" W 100.00 feet, to a $\frac{5}{8}$ " iron rod found;
2. S 88° 20' 45" W 263.64 feet, to the POINT OF BEGINNING containing 5.109 acres (222,527 square feet) of land.

Exhibit B

Environmental Matters

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

NOTWITHSTANDING THE AFOREMENTIONED AND ANY OTHER LANGUAGE TO THE CONTRARY, SELLER WILL REMAIN SOLELY RESPONSIBLE FOR ANY AND ALL ENVIRONMENTAL PROBLEMS FOR WHICH THE SELLER KNEW OR SHOULD HAVE KNOWN OF, IF SUCH ENVIRONMENTAL PROBLEMS FORM THE BASIS OF LIABILITY OR REMEDIAL ACTIONS NECESSARY ON THE PROPERTY.

Exhibit C

Covenants and Restrictions

Buyer agrees to abide by the covenants and restrictions applying to this property which are of record in the County Clerk's Office, Tarrant County, Texas, subject to any written and authorized variances that it may receive.



**City of Mansfield
Staff Report**

Item ID: 26-2506

Agenda Date: July 27, 2026

Title

26-2506: Minutes - Approval of the July 13, 2026 Regular City Council Meeting Minutes

Description/History

The minutes of the July 13, 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
July 13, 2026 - 1:30 PM
Draft

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

1. CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 1:30 p.m.

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

Absent: Brent Newsom

2. RECESS INTO EXECUTIVE SESSION

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

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 1:30 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 1:32 p.m. Mayor Evans recessed the executive session at 3:10 p.m.

A. Personnel Matters Pursuant to Section 551.074

i. City Manager Quarterly Report

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

Mayor Evans reconvened into work session at 3:15 p.m.

FY '26-'27 Budget Updates

Troy Lestina, Deputy City Manager/Chief Financial Officer, presented FY '26-'27 budget updates. He reviewed important dates in the budget calendar, notable items currently included in the FY27 draft budget, and property and sales tax information and comparisons. Troy next presented FY27 Police Department and Fire Department personnel and equipment requests. Tracy Aaron, Police Chief, and Mike Ross, Fire Chief, both answered Council questions.

Continued Discussion Regarding the Proposed Class Surcharge Program and Inspection Fees

Adam Stark, Interim Executive Director of Public Works, presented the continued discussion regarding the proposed class surcharge program and inspection fees. He recapped what was covered in previous work sessions, gave regional comparisons of full monthly wastewater bills for various commercial and industrial users, and spoke on surcharge recovery and a proposed

three-tier program. City Council directed staff to move forward with the proposed three-tier program, which includes a strength-based surcharge for industrial users, a class-based system by the North American Industry Classification System for commercial users, and no change for residential users. Finally, Adam provided regional comparisons for fees for the four types of inspections performed by the water resource division. Council directed staff to move forward with the proposed fees, which includes a \$2.50 charge per backflow device per month (around \$30 annually), a \$200 annual fee for interceptor/waste haulers, and a \$100 customer service inspection fee. Adam answered Council and staff questions and Joe Smolinski, City Manager, made comments throughout the presentation.

Discussion Regarding the July 13, 2026 Consent Agenda Items

Nicolette Ricciuti, Director of Regulatory Compliance, presented and answered Council questions on agenda items 26-2356, 26-2357, and 26-2358. Luke Goralski, Assistant Director of Engineering Services - Capital Projects, presented and answered Council questions on agenda items 26-2444 and 26-2455.

4. RECESS INTO EXECUTIVE SESSION

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

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:10 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:13 p.m. Mayor Evans recessed the executive session at 6:02 p.m.

- A.** Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071, including but not limited to legal issues concerning any item listed on today's posted City Council agendas, and/or the subject matter listed below:
 - i. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 2024-005630-2 (Tarrant County Court at Law No. 2)
 - ii. Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 348-270155-14 (348th Tarrant County District Court)
 - iii. Seek Advice of City Attorney Regarding Public Private Partnerships
 - iv. Seek Advice of City Attorney Regarding Hotel Occupancy Tax
 - v. Seek Advice of City Attorney Regarding Legal Issues Pertaining to Economic Development Projects Listed in Section 4.D of the Agenda
- B.** Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072
 - i. Land Acquisition for Future Development

C. Personnel Matters Pursuant to Section 551.074

i. Municipal Court Judge Contract Discussion

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

i. Economic Development Project #21-33

ii. Economic Development Project #22-04

iii. Economic Development Project #22-24

iv. Economic Development Project #22-27

v. Economic Development Project #25-08

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

Mayor Evans reconvened the meeting into regular business session at 6:08 p.m.

6. INVOCATION

Adolphus Glaspie, Senior Pastor of PromiseLand Church of God in Christ, gave the Invocation.

7. PLEDGE OF ALLEGIANCE

Council Member Vaszauskas led the Pledge of Allegiance.

8. TEXAS PLEDGE

Council Member Fresquez led the Texas Pledge.

9. CITIZEN COMMENTS

Citizens wishing to address the Council on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK. All comments are limited to five (5) minutes.

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

Melisa Perez, 111 Van Worth Street - Ms. Perez spoke in opposition to agenda item 26-2477.

Robert Morris, 725 W Kimball Street - Mr. Morris recognized the volunteers at World Hope International, a non-profit organization headquartered in Mansfield.

Sherry McCullouch, 1725 E Broad Street - Ms. McCullouch spoke regarding the newly opened The Alexander Apartments and thanked the City Council for their support.

10. COUNCIL COMMENTS

Council Member Bounds commented that a family member recently moved back to Mansfield and is renting an apartment at The Alexander Apartments.

Mayor Pro Tem Tonore commented that The Alexander Apartments is a beautiful facility and will help support the businesses at the Shops at Broad.

Council Member Simmons commented on the great events that have occurred recently, including the fireworks show and the North Texas Soccer Club winning their home opening game.

11. STAFF COMMENTS

A. City Manager or Authorized Representative

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

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

Presenters: Darcy Lupton, Director of Financial Services

Attachments:

- 1. May FY26 Council Report

Staff were available for questions.

12. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Bounds to authorize the City Attorney and Staff to proceed with Cause No. 348-270155-14 (filed in the Tarrant County 348th District), including but not limited to any necessary court filings, agreements, payments, and/or other matters required to resolve the matter, as discussed in Executive Session. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

13. CONSENT AGENDA

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

Clause; Providing For Publication As Required By Law; and Providing an Effective Date

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

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

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

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

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

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

Ordinance Number: OR-2440-26

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

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING SECTION 94.02 "DEFINITIONS", SECTION 94.03 "REGULATIONS, PERMITS, AND PREOPERATIONAL INSPECTIONS", SECTION 94.17 "MOBILE FOOD VENDORS", AND REPEALING AND REPLACING SECTION 94.18 "TYPES OF MOBILE FOOD VENDORS", OF CHAPTER 94,

“FOOD ESTABLISHMENT REGULATIONS,” OF TITLE IX “GENERAL REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS; REVISING COMPLIANCE STANDARDS FOR MOBILE FOOD UNITS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

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

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

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

Ordinance Number: OR-2441-26

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

Presenters: Nicolette Ricciuti, Director of Regulatory Compliance

Attachments:

1. Ordinance
2. Redline

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

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

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

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

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

Ordinance Number: OR-2442-26

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

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

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

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

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

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

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

Resolution Number: RE-4568-26

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

Presenters: Raymond Coffman, Director of Engineering Services

Attachments:

1. Resolution
2. Project Exhibit

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

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

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

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

Resolution Number: RE-4569-26

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

Presenters: Susana Marin, City Secretary

Attachments:

1. 6-22-26 Draft Minutes

A motion was made by Council Member Bounds to approve the minutes of the June 22, 2026 Regular City Council Meeting as presented. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

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

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

Presenters: Susana Marin, City Secretary

Attachments:

1. 6-29-26 Draft Minutes

A motion was made by Council Member Bounds to approve the minutes of the June 29, 2026 Special City Council Meeting as presented. Seconded by Council Member Fresquez. The motion PASSED by the following vote:

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

14. OLD BUSINESS

26-2383: Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving Funding for the Mansfield Fire Logistics Building Project in an Amount Not to Exceed \$245,000.00 for Pre-Construction Services; Approving a Design-Build Contract

with Crossland Construction Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; And Declaring an Effective Date (Building Construction Fund)

Presenters: Kristen Petree, Capital Projects Manager

Attachments:

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

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

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

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

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

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

Aye: 6 Michael Evans, Todd Tonore, Tamera Bounds, Juan Fresquez, Todd Simmons, Jim Vaszauskas

Nay: 0 None

Abstain: 0 None

Resolution Number: RE-4570-26

15. NEW BUSINESS

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

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

Attachments:

1. Ordinance

Troy Lestina and Nick Bulaich, Hilltop Securities, presented the item and answered Council questions.

Mayor Evans recessed the meeting in accordance with Texas Government Code 55.071 at 6:53 p.m. and called the executive session to order in the Council Conference Room at 6:54 p.m.

Mayor Evans recessed executive session at 6:55 p.m. and reconvened into regular business session at 6:56 p.m.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,625,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

Ordinance Number: OR-2443-26

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

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

Attachments:

1. Ordinance

Troy Lestina and Nick Bulaich presented the item and answered Council questions.

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$12,000,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND A BOND COUNSEL ENGAGEMENT LETTER; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

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

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

Ordinance Number: OR-2444-26

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

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

Attachments:

1. Resolution

Troy Lestina and Nick Bulaich presented the item and answered Council questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF THE MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, NEW SERIES 2026, APPROVING THE ISSUANCE OF THE BONDS AND THE PLAN OF FINANCING AUTHORIZED THEREBY AND THE FINANCING DOCUMENTS

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

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

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

Resolution Number: RE-4571-26

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

Presenters: Casey Lewis, Executive Project Manager

Attachments:

1. Resolution
2. Agreement
3. Exhibit C

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, BY AND BETWEEN THE CITY OF MANSFIELD, TEXAS, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, AND SMITH & ELM MANSFIELD LLC, A TEXAS LIMITED LIABILITY COMPANY; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE, FINALIZE AND ENTER INTO A TIRZ DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY OF MANSFIELD, TEXAS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

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

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

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

Resolution Number: RE-4572-26

16. ADJOURN

A motion was made by Council Member Fresquez to adjourn the meeting at 7:19 p.m.

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

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

_____ Michael Evans, Mayor

ATTEST:

_____ Susana Marin, City Secretary



**City of Mansfield
Staff Report**

Item ID: 26-2446

Agenda Date: July 27, 2026

Title

26-2446: Ordinance - Public Hearing and First Reading on an Ordinance Approving Proposed Amendments of Chapter 155, "Zoning," of The Code Of Ordinances of the City of Mansfield, Texas, by Amending Section 155.012 to Establish Definitions Related to Commercial Drone Delivery; Amending Section 155.054(F), Table "F" and Table "O," to Allow Commercial Drone Delivery by Right or By Specific Use Permit in the C-1, C-2, C-3, I-1, I-2, and PD Districts; Amending Section 155.099 to Establish Special Conditions Governing Commercial Drone Delivery and Revise Special Conditions Governing Airports, Heliports, Helistops, And Vertiports (OA#26-002)

Description/History

Earlier this year, drone delivery operators met with City Staff to discuss potential facilities in Mansfield. In response to potential land use impacts, Staff determined that implementation of such operations would require the adoption of an ordinance establishing a clear regulatory framework, operational standards, and community expectations.

On April 13, 2026, City Staff presented a work session to the City Council to establish the foundation for discussions regarding drones and other unmanned aircraft systems (UAS), including their potential impacts, regulatory considerations, and future incorporation within the City. The general direction received at that time was to frame an ordinance that allowed commercial drone delivery activities by right under certain restrictions, and allow City Council approval of a Specific Use Permit (SUP) when certain by-right conditions were not met.

Subsequently, on May 7, 2026, and June 4, 2026, the Planning and Zoning Commission conducted work sessions to discuss the development of a regulatory framework for commercial drone delivery operations and unmanned aircraft system facilities. The discussions focused on how Mansfield can proactively address this emerging industry through appropriate zoning and development standards. Staff's analysis of peer communities throughout North Texas revealed a common regulatory approach centered on the land-based components of drone operations, such as launch hubs, staging areas, and supporting infrastructure, rather than airspace regulation, which remains under the jurisdiction of the Federal Aviation Administration (FAA).

During the work sessions, Staff discussed key issues related to drone facilities, including definitions, land use, site design, operational impacts, and compatibility with nearby development. Topics included the difference between accessory and primary drone uses, separation distances from residential areas and other noise-sensitive uses, and standards for screening, placement, and parking. Staff also reviewed regulations adopted by neighboring cities such as Plano and Garland, which use a tiered approach to distinguish between smaller accessory facilities and larger primary drone operations.

Staff revised the proposed ordinance to potentially allow drone facilities to be located on the rooftop of a building, provided the installation complies with all applicable code requirements for rooftop-mounted equipment, including rooftop occupancy, screening, and other related development standards.

The Commission's feedback helped guide a Mansfield ordinance that supports innovation and economic development while protecting neighborhood compatibility and establishing clear operating standards. The work sessions also helped ensure consistency with City Council direction as commercial drone delivery continues to grow in the region.

Analysis

This ordinance amends Chapter 155, "Zoning," of the Mansfield Code of Ordinances to establish clear zoning and development standards for commercial drone delivery operations and associated infrastructure. The proposed amendments define commercial drone delivery uses, including Commercial Drone Delivery Hub - Accessory, Commercial Drone Delivery Hub - Primary, Commercial Drone Kiosk, Drone Staging Area, and related aviation terms, while establishing where such uses may be permitted by right or through a Specific Use Permit (SUP).

A Commercial Drone Delivery Hub - Accessory is permitted as a subordinate use to large-scale commercial tenants and includes standards related to placement, screening, height, setbacks, and separation from residential and other noise-sensitive uses.

A Commercial Drone Delivery Hub - Primary is intended for standalone or principal drone delivery operations and requires approval of an SUP, along with site design, parking, landscaping, screening, and operational compatibility standards.

Commercial Drone Kiosks are permitted as small accessory facilities associated with an on-site business and are subject to location, size, height, maintenance, and separation requirements intended to minimize impacts on adjacent properties.

Additionally, the ordinance updates and modernizes regulations governing airports, heliports, helistops, and vertiports to align with emerging aviation technologies while recognizing federal and state limitations on municipal regulation of drone operations.

Public Input

The draft ordinance has been posted online at mansfieldtexas.gov/planning for public review and comment since before the Planning & Zoning Commission public hearing on June 18, 2026. The public input received to date is attached for review. Additional input is welcomed by the public prior to City Council's second reading of the ordinance on August 10, 2026. Comments can be emailed to OAccomments@mansfieldtexas.gov.

Strategic Initiative

Focus on the Future
Develop Strong Economy

Recommendation

The Planning and Zoning Commission met on June 18, 2026. A motion was made to approve the ordinance amendment and seconded with the following conditions:

- Remove the term "small unmanned aircraft system" and use the broader term "unmanned aircraft system" or "UAS" throughout the ordinance, as applicable.
- Maintain the proposed commercial zoning framework for churches, schools, and similar institutional uses, so that any commercial drone delivery operation associated with such

uses would require approval through an appropriate Planned Development District or Specific Use Permit pathway.

- Add a requirement that commercial drone kiosks include limited-access or protective measures, such as bollards, pavement markings, signage, curbing, barriers, or other measures approved by the City, to discourage pedestrian or vehicle encroachment into the active kiosk/delivery area.

Vote:

Ayes: 5 – Axen, Mainer, Moses, Lambert-Aikhionbare, Rozak

Nays: 0

Absence: 2 – Walker, Godin

The Department of Planning and Development Services recommends approval of the text amendments with the Planning and Zoning Commission's conditions.

Funding Source

N/A

Prepared By

Katasha Smithers, Planning Manager - Current Planning - (817) 276-4235

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, “ZONING,” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, BY AMENDING SECTION 155.012 TO ESTABLISH DEFINITIONS RELATED TO COMMERCIAL DRONE DELIVERY; AMENDING SECTION 155.054(F), TABLE “F” AND TABLE “O,” TO ALLOW COMMERCIAL DRONE DELIVERY BY RIGHT OR BY SPECIFIC USE PERMIT IN THE C-1, C-2, C-3, I-1, I-2, AND PD DISTRICTS; AMENDING SECTION 155.099 TO ESTABLISH SPECIAL CONDITIONS GOVERNING COMMERCIAL DRONE DELIVERY AND REVISE SPECIAL CONDITIONS GOVERNING AIRPORTS, HELIPORTS, HELISTOPS, AND VERTIPOINTS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mansfield, Texas (the “City”) is a home-rule municipality with full power of local self-government pursuant to the Texas Constitution and Chapter 9 of the Texas Local Government Code; and,

WHEREAS, the City is authorized to regulate land use, zoning, and development to promote the public health, safety, and general welfare of the community; and,

WHEREAS, commercial drone delivery is an emerging retail and logistics service model that utilizes unmanned aircraft systems to deliver goods directly to consumers and is expanding across North Texas; and,

WHEREAS, the City has previously allowed drone delivery operations as an accessory use to existing retail establishments through administrative interpretation; and,

WHEREAS, the City Council finds that clear and consistent regulations are necessary to provide predictability for property owners, residents, and businesses and to avoid reliance on case-by-case determinations; and,

WHEREAS, the Federal Aviation Administration has exclusive authority over navigable airspace, including the regulation of aircraft operations, flight paths, altitude, and aviation safety; and,

WHEREAS, Texas Government Code Section 423.009 limits the authority of municipalities to regulate the operation of unmanned aircraft, except in narrowly defined circumstances, and federal and state law preempt local regulation of drone operations while airborne; and,

WHEREAS, the ordinary meaning of “operation” in this context refers to the active piloting, flying, and/or directional control of a drone as an aircraft; and,

WHEREAS, the City retains authority under Texas Local Government Code Section 211.003 to regulate land use and the placement, design, and development of ground-based infrastructure associated with drone delivery operations; and,

WHEREAS, the City Council finds that drone delivery infrastructure should be designed and located to ensure compatibility with surrounding land uses and to minimize adverse impacts on adjacent properties, including residential areas; and,

WHEREAS, the City Council finds that drone delivery operations that are clearly subordinate and accessory to existing commercial uses may be appropriate in certain zoning districts subject to defined standards, while standalone or higher-intensity operations may warrant additional review through a Specific Use Permit process in order to support innovation, economic vitality, and balanced growth within the City; and,

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 of the Code of Ordinances of the City of Mansfield, Texas, “the Mansfield Zoning Ordinance,” 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 all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended.

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

SECTION 1.

That Section 155.012 of the Mansfield Zoning Ordinance, “Definitions,” is hereby amended by inserting the following new definitions related to Commercial Drone Delivery, alphabetically, and to read as follows:

“COMMERCIAL DRONE DELIVERY HUB – ACCESSORY. A use that is subordinate and incidental to a permitted primary use on the same lot and that includes one or more designated Drone Staging Areas for unmanned aircraft systems (UAS), as defined by the Federal Aviation Administration (FAA), used to distribute commercial goods by air. The use may include land, structures, buildings, ground-mounted equipment, and related facilities that support drone delivery operations, including staging, loading, docking, charging, and temporary storage, but does not include major repair, fleet maintenance, or standalone distribution operations.

COMMERCIAL DRONE DELIVERY HUB – PRIMARY. A use in which the principal activity conducted on-site is the operation, staging, distribution, docking, charging, maintenance, or management of unmanned aircraft systems (UAS), as defined by the Federal Aviation Administration (FAA), for

the distribution of commercial goods by air. The use may include one or more designated Drone Staging Areas, together with any associated land, buildings, structures, ground-mounted equipment, or operational facilities necessary to support drone delivery functions.

COMMERCIAL DRONE KIOSK. An accessory structure, device, enclosure, platform, or designated area used for the short-term holding, transfer, pickup, or delivery of goods, packages, or materials between an unmanned aircraft system and an on-site primary use or customer. A Commercial Drone Kiosk may include automated loading equipment and appurtenant safety features, but does not include long-term storage, warehousing, distribution center operations, or on-site drone maintenance, repair, fueling, or dispatch operations.

DRONE STAGING AREA. A designated area over which an unmanned aircraft completes final approach, hover, landing, and takeoff operations. The Drone Staging Area may include landing pads, required safety buffers, and areas for the temporary storage of goods, materials, containers, or equipment associated with drone delivery operations.

HELIPORT. An area of land, water, or structural surface used, or intended for use, for the landing, takeoff, docking, loading, or unloading of rotary-wing, tiltrotor, electric vertical takeoff and landing (eVTOL), or similar aircraft, together with any associated buildings, structures, facilities, fueling areas, charging infrastructure, passenger areas, or operational support facilities. This definition includes vertiports and similar advanced air mobility facilities.

HELISTOP. A heliport limited to the landing, takeoff, loading, and unloading of aircraft where aircraft fueling, charging, maintenance, repair, storage, or long-term staging is not permitted.

NOISE-SENSITIVE USE. A residential dwelling, park, school, daycare, hospital, retirement or supportive housing facility, or similar land use that may be adversely affected by noise, lighting, or operational impacts associated with drone delivery activities.”

SECTION 2.

That Section 155.054(F), “Permitted Use Table”, is hereby amended by revising Table F, “General Retail Uses”, by inserting a new Line 26 and 27 for “Commercial Drone Delivery Hub - Accessory”, and “Commercial Drone Delivery Hub - Primary” and that all other listed uses under Section 155.054(B), Table F, must be renumbered accordingly, to read as follows:

SECTION 3.

“(42) Commercial Drone Delivery

- 1. To support emerging delivery technologies while protecting the public health, safety, and welfare through context-sensitive development standards;**
- 2. To establish clear and predictable zoning and development standards for ground-based commercial drone delivery facilities and associated infrastructure;**
- 3. To ensure that commercial drone delivery facilities remain compatible with surrounding development through thoughtful site design, screening, landscaping, and operational placement standards;**
- 4. To establish proportional standards that distinguish between accessory and primary commercial drone delivery operations based on their scale and potential impacts; and**
- 5. To provide a supplemental review process for proposals that do not meet the standards of this section.**

- 1. The primary use must consist of at least 50,000 square feet of gross floor area. Where the primary use is part of a multi-tenant building, the single tenant associated with the Commercial**

Drone Delivery Hub must be at least 50,000 square feet of gross floor area.

- 2. Each Drone Staging Area for Commercial Drone Delivery Hub – Accessory must:**
 - a. Be served by permanent power within six months of issuance of a Certificate of Occupancy.**
 - b. Be located to the rear or side of the primary use as determined by the primary entrance wall plane,**
 - c. Not exceed 2.5% of the gross floor area of the primary use.**
 - d. Not be located:**
 - i. Within any required building setbacks;**
 - ii. Within any required landscape buffers;**
 - iii. Within any fire lanes, easements, or required loading areas, designated pedestrian pathways, vehicle circulation areas, or required parking spaces;**
 - iv. Within 300 feet, measured from the Drone Staging Area to the property line of a Noise-Sensitive Use.**
 - e. Provide a detailed site plan, subject to administrative approval.**
 - f. Not exceed 30 feet in height.**
 - g. Meet the parking lot landscape screening standards.**
 - h. Be provided with a perimeter ornamental metal fence with a maximum height of 8 feet.**
- 3. May be located on the rooftop of the primary building, provided the drone staging area complies with all applicable rooftop mechanical equipment screening requirements.**
- 4. Any building associated with a Commercial Drone Delivery Hub – Accessory:**
 - a. Must not exceed 200 square feet;**
 - b. No external staircase;**
 - c. Maximum height of 12 feet measured to the top plate;**
 - d. Storage containers, pods, and similar structures are prohibited within 50 feet of ROW, unless the structures include architectural features, including doors, windows, masonry cladding, and a pitched roof.**
- 5. Any request for deviation from the provisions related to Commercial Drone Delivery – Accessory must be considered in accordance with the procedures of Section 155.080, Specific Use Permit.**

- (B) Commercial Drone Delivery Hub – Primary. Each Drone Staging Area for Commercial Drone Delivery Hub – Primary must:**
- 1. Be served by permanent power.**
 - 2. Have an approved Specific Use Permit (SUP), along with a detailed site plan and supporting documentation.**
 - 3. Provide a minimum of five (5) off-street parking spaces.**

4. Not be located:
 - a. Within any required building setbacks;
 - b. Within any required landscape buffers;
 - c. Within any fire lanes, easements, or required loading areas, designated pedestrian pathways, vehicle circulation areas, or required parking spaces;
 - d. Within 300 feet, measured from the Drone Staging Area to the property line, of a Noise-Sensitive Use.
5. Drone-related equipment, structures, towers, masts, or appurtenances must not exceed 30 feet in height.
6. Landscaping must comply with Section 155.092 and must be designed to enhance visual screening and reduce impacts on adjacent properties and uses.
7. Screening must be provided with an ornamental metal fence or similar screening material with a maximum height of 8 feet.
8. Any building associated with a Commercial Drone Delivery Hub – Primary must meet Section 155.056 (E), Community Design Standards.

(C) Commercial Drone Kiosks:

1. Must be situated adjacent to the primary structure, either to the side or rear, within 50 feet.
2. Must be accessory and subordinate to a legally established primary use located on the same lot. The kiosk may only facilitate deliveries associated with goods, materials, or products offered by the primary on-site use.
3. Must not exceed a total cumulative footprint area of 64 square feet.
4. Must acquire a building permit.
5. Must not be located:
 - a. Within any required building setbacks;
 - b. Within any required landscape buffers;
 - c. Within any fire lanes, easements, or required loading areas, designated pedestrian pathways, vehicle circulation areas, or required parking spaces. *Note: kiosks located adjacent to these areas must provide adequate protection through fixed bollards or other physical barriers designed to prevent accidental damage.*
 - d. Within 150 feet of a Noise-Sensitive Use.
6. Must not exceed 15 feet in height when detached. Kiosks mounted to or integrated into a principal structure may extend above the roofline only as permitted for mechanical or accessory rooftop equipment within the zoning district.
7. The cumulative linear frontage occupied by outdoor sales, display, vending, storage, and Commercial Drone Kiosk operations must not exceed 10% of the primary building frontage associated with the use.

8. The Commercial Drone Kiosk and surrounding area must be maintained in a clean and orderly condition, free of abandoned containers, packaging materials, debris, or inoperative equipment.
9. Any request for deviation from the provisions related to Commercial Drone Kiosk must be considered in accordance with the procedures of Section 155.080, Specific Use Permit.”

SECTION 4.

That Section 155.054(B), “Permitted Use Table,” is hereby amended by revising Table O, “Transportation Uses,” by deleting Line 1 “Airport Landing Field” and revising Line 3 “Heliport” and that all other listed uses under Section 155.054(B), Table O, must be renumbered accordingly, to read as follows:

Residential Districts													Permitted Primary Uses	Nonresidential Districts								
A	S F- 5 A C /2 4	S F- 1 2	S F- 9 6	S F- 8 4	S F- 8 4	S F- 7 5	S F- 7 5	S F- 7 5	S F- 6 2	2 F	M F- 1	M F- 2	O. Transportation Uses	O P	C - 1	C - 2	C - 3	I - 1	I - 2	P D	Parking Group Table, § 155.091	Special Conditions, § 155.099
													1. Airport Landing Field Airport, Heliport, Helistop or Vertiport		S	S	S	S	S	P		15
													2. Bus Station or Terminal			S	S	P	P	P		
													3. Heliport	-	S	S	S	S	S	P	-	15
													4. 3. Hauling or Storage Company				S	P	P	P	8c	
													5. 4. Motor Freight Terminal				S	P	P	P	8c	
													6. 5. Parking Lot or Structure, Commercial	S	S	S	S	P		P		16
													7. 6. Parking Lot, Truck				S	P	P			
													8. 7. Railroad Freight Terminal				S	P	P		8c	
													9. 8. Railroad Passenger Station			S	S	P	P	P		
													10. 9. Railroad Track or Right-Of-Way	P	P	P	P	P	P	P		

SECTION 5.

That Section 155.099(B) of the Mansfield Zoning Ordinance, “Special conditions by use,” is hereby amended by repealing and replacing (15) “Airport landing field and heliport” to read as follows:

(15) Airport, Heliport, Helistop, or Vertiport.

- (a) Any proposed airport, heliport, helistop, or vertiport must comply with all applicable regulations of the Federal Aviation Administration (FAA) and any other governmental authority having jurisdiction.**
- (b) The location and design of any airport, heliport, helistop, or vertiport must minimize adverse impacts on adjacent properties and promote compatibility with surrounding land uses, including consideration of noise, lighting, traffic circulation, safety, and operational characteristics. Any designated approach or transitional area identified during approval of the facility may only be modified upon approval by the City Council.**
- (c) Off-street parking must be provided in accordance with the requirements established by the City Council or the applicable parking requirements of this chapter, based on the operational characteristics of the facility.**
- (d) Any airport, heliport, helistop, vertiport, associated landing or takeoff area, staging area, building, hangar, passenger facility, charging area, fueling area, maintenance structure, or other operational structure must not be located within 100 feet of a property line or within 300 feet of a Noise-Sensitive Use unless otherwise approved by the City Council through a Specific Use Permit or planned development district. Required separation distances must be measured in a straight horizontal line from the nearest edge of the landing area, takeoff area, staging area, structure, or operational feature to the applicable property line or Noise-Sensitive Use property line. The City Council may modify these distances through approval of a Specific Use Permit upon determining that the proposed facility will not adversely impact surrounding properties or the public health, safety, and welfare.**
- (e) Aircraft maintenance, repair, fueling, charging, docking, storage, or servicing activities must comply with all applicable federal, state, and local regulations. All repairs and maintenance of aircraft, machinery, batteries, or related equipment must be conducted within an enclosed hangar or building. The City Council may impose additional conditions reasonably necessary to protect the public health, safety, and welfare.**

SECTION 6.

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 must remain in full force and effect.

SECTION 7.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same must 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 must not affect the validity of the Mansfield Zoning Ordinance as a whole.

SECTION 8.

Any person, firm or corporation violating any of the provisions of this ordinance or the Mansfield Zoning Ordinance, as amended hereby, must be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Mansfield, Texas, must 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 must continue must be deemed to constitute a separate offense.

SECTION 9.

The City Secretary of the City of Mansfield is hereby directed to publish this ordinance as required by law.

SECTION 10.

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

FIRST READING APPROVED ON THE 27TH DAY OF JULY, 2026.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 10TH DAY OF AUGUST, 2026.

Michael Evans, Mayor

Ordinance No. _____
Page 10 of 10

26-2446
OA 26-002

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Victor Flores, City Attorney

Re: Comments of Zipline International Inc. – Commercial Drone Delivery Ordinance Discussion, Item ID 26-2179, City of Mansfield Planning & Zoning Commission Work Session (May 7, 2026)

Dear Director Comstock and Members of the Planning & Zoning Commission:

I write on behalf of Zipline International Inc. ("Zipline") to submit these comments for the record in connection with the Commission's May 7, 2026 work session regarding the City of Mansfield's proposed Commercial Drone Delivery Ordinance. We appreciate the City's proactive, thoughtful, and market-aware approach to this emerging and important area of land use regulation, and we welcome the opportunity to offer perspective from an industry leader actively operating drone delivery services in Texas.

About Zipline

Zipline is a global leader in autonomous drone delivery, with extensive operational experience delivering medical supplies, consumer goods, and food and beverage products in communities across the country and around the world. Zipline was founded on the belief that every person deserves access to fast, affordable, and sustainable delivery, and that belief drives every aspect of our platform design and operational approach.

Zipline's urban and suburban delivery platform represents a significant technological advancement in autonomous delivery. It operates using a two-part system in which a small, tethered "pod" descends from a drone to pick up packages from local business partners and again to deliver packages directly to a customer's doorstep, before returning to a Zipline Charger. This approach eliminates the need for the drone itself to land at the pickup or delivery point.

Safety. Safety is fundamental to Zipline's platform design and operational philosophy. Our drones are equipped with multiple redundant systems, including independent power, navigation, and communication backups, designed to ensure safe operation even in the event of component failure. Zipline has logged millions of commercial deliveries globally with an industry-leading safety record, and our systems are designed and operated in full compliance with Federal Aviation Administration requirements, including applicable Part 135 air carrier certification standards. Zipline's ground-infrastructure is similarly designed with safety in mind - compact, low-profile, and purpose-built to integrate safely into commercial environments.

Traffic Reduction. By replacing conventional vehicle trips, Zipline reduces traffic congestion, wear on local road infrastructure, and the associated on-the-road conflicts. In communities where Zipline operates, we believe it represents a meaningful reduction in local vehicle miles traveled and corresponding traffic incidents. As Mansfield continues to grow, the ability to accommodate increased delivery demand without a proportional increase in delivery vehicle traffic is a tangible community benefit that the Commission may wish to weigh in evaluating the appropriate regulatory treatment of drone delivery infrastructure.

Sustainability. Zipline's platform is fully electric and produces zero direct emissions at the point of delivery. Compared to conventional last-mile delivery by gasoline or diesel vehicle, Zipline's system generates a fraction of the carbon emissions per delivery. By enabling residents and businesses to receive goods quickly and cleanly - without contributing to vehicle congestion or tailpipe emissions - drone delivery represents a meaningful tool in support of the City's long-term sustainability and quality-of-life goals.

Support for the City's General Framework

Zipline supports the City's general framework of regulating ground-infrastructure through land use standards, while appropriately deferring to federal and state authority on flight operations. This approach is consistent with the regulatory framework that has emerged in peer communities across North Texas.

We do, however, respectfully caution the Commission that overly restrictive zoning regulations - including broad SUP requirements, rigid thresholds, or categorical treatment of standalone facilities - risk discouraging drone delivery operators from serving Mansfield's residents and businesses altogether. The drone delivery market is competitive, and operators make deployment decisions based in part on the predictability and workability of the local regulatory environment. A framework that is unnecessarily burdensome or that fails to accommodate the full range of viable operational models may result in Mansfield's community being passed over in favor of neighboring cities with more appropriate frameworks. The Commission's goal of being "market-aware" is well-taken, and we encourage the City to keep that objective front and center as specific standards are developed.

Comments and Recommendations

While we are broadly supportive of the framework, we respectfully offer the following comments for the Commission's consideration as the ordinance is developed:

1. **Primary, Standalone Facilities Should Be Regulated on Impact, Not Classification.** We wish to flag an important industry trend for the Commission's consideration: Zipline and other operators are actively moving toward primary, standalone drone delivery facilities - dedicated charging,

takeoff, and landing points that operate independently of a host retail or commercial use. These facilities will be essential to expanding service to broader areas of the community and to smaller and mom-and-pop business partners, including those that may not be proximate to large-format retail anchors. We respectfully urge the Commission not to treat the primary, standalone nature of a facility as a proxy for community impact. Whether a drone hub is accessory to a retailer or operates as a standalone use has no inherent bearing on whether it impacts surrounding uses. We encourage the City to regulate based on objective, measurable performance and design standards applicable equally to accessory and primary uses. Requiring an SUP categorically for all primary or standalone facilities, regardless of their actual scale or impact, would create a significant and unnecessary barrier to the deployment of next-generation infrastructure that will benefit Mansfield residents.

2. **Definition of "Drone Delivery Hub."** We encourage the City to distinguish between larger and smaller hubs in its definition of "drone delivery hub." Zipline Chargers are compact and low-profile with minimal visual and operational impact. Clear definitions will help ensure that low-impact operations are not inadvertently subjected to the SUP process.
3. **Accessory Use Threshold.** The proposed threshold of 50,000 square feet for large-format commercial users as a condition of accessory as-of-right treatment is an unnecessary impediment to smaller partners. We encourage the City to consider whether a lower square footage threshold - or an alternative standard based on operational intensity or physical footprint - might better capture a broader range of compatible hosts, including medical facilities, mid-size retailers, and restaurant operators who are among the most common commercial partners for drone delivery services.
4. **Design and Performance Standards.** We support the inclusion of clear, objective design and performance standards as a pathway to administrative approval. Standards addressing screening, placement (side or rear of building), and reasonable setbacks from noise-sensitive uses are workable and appropriate. We encourage the City to develop these standards in close consultation with industry to ensure they are technically feasible and do not inadvertently preclude beneficial operations. Zipline would welcome the opportunity to share information about our platform's physical and operational characteristics to assist in that effort.
5. **SUP Process Considerations.** For operations that do require an SUP, we encourage the City to adopt clear, objective criteria for SUP approval and to establish reasonable processing timelines. Predictability in the permitting process is important for operators planning commercial deployments, and clear criteria help ensure that discretionary review is focused on genuine land use compatibility concerns.
6. **Coordination with State and Federal Frameworks.** As the Commission is aware, commercial drone delivery operations are subject to robust oversight by the Federal Aviation Administration and, increasingly, by state law. We encourage the City to ensure that its ordinance does not impose requirements

that conflict with or functionally duplicate federal or state regulatory requirements governing drone operations, including flight paths, airspace, and operational parameters.

Conclusion

Zipline appreciates the City of Mansfield's collaborative and forward-looking approach to this rulemaking. We are committed to working constructively with the City and are available to provide additional technical information, sample sites, or operational context as the ordinance is developed. We look forward to reviewing the draft ordinance when it is published and welcome continued dialogue.

Please do not hesitate to contact me with any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eric Daniel', with a stylized, cursive script.

Eric Daniel
Land Use & Real Estate Counsel
Zipline International Inc.

Fwd: Comments on Draft Drone Delivery Ordinance

1 message

Katasha Smithers <katasha.smithers@mansfieldtexas.gov>

Wed, Jun 17, 2026 at 10:34 AM

To: Clarissa Carrasco <clarissa.carrasco@mansfieldtexas.gov>, Clayton Comstock

<clayton.comstock@mansfieldtexas.gov>, Arty Wheaton-Rodriguez <arty.wheaton-rodriguez@mansfieldtexas.gov>

FYI.

See the email below I received related to the Drone ordinance draft dated 5/29/2026

----- Forwarded message -----

From: **Lautner** [REDACTED]

Date: Wed, Jun 17, 2026 at 10:25 AM

Subject: Comments on Draft Drone Delivery Ordinance

To: <katasha.smithers@mansfieldtexas.gov>

See below comments provided to the draft dated 5/29/2026:

1. General comments:

a. The ordinance's reference to "Small Unmanned Aircraft Systems as defined by the FAA" needs to be revisited. The FAA defines sUAS under FAA Part 107. While the ordinance does not directly refer to FAA Part 107, the use of sUAS points to Part 107. My understanding is that Wing, Zipline and Amazon Prime Air are all certified to FAA Part 135 which contains a different set of rules and is not considered a Part 107 Small Unmanned Aircraft System.

Furthermore, the FAA defines sUAS as drones not exceeding 55 pounds Maximum Take-Off Weight (MTOW). Amazon's MK30 drone that is currently flying commercial delivery in Richardson is an 83 pound MTOW craft and the Zipline P2 UAS (Mansfield H.E.B.?) is a 63 pound MTOW craft. Both these drones are above the 55 pound sUAS limit. Additionally, FAA sUAS drones (Part 107) must be operated within visual line-of-sight. Delivery drones are not operated within visual line of sight. FAA Part 135 is the only mechanism for certifying commercial drone delivery operations beyond visual line of sight (BVLOS).

See for example: https://www.faa.gov/uas/advanced_operations/package_delivery_drone

While some delivery drones may meet the FAA's sUAS definition, most will likely not due to payload limitations of a sUAS. The ordinance should apply to delivery drones certified under FAA Part 135 as well as sUAS of Part 107.

b. FAA part 107 allows sUAS to fly over open-air stadiums, venues, etc. as long as they have aircraft ID capability. Part 135 requirements do not generally allow flight over such open-air venues when occupied. Depending on which FAA rules actually apply, the City may need to restrict the drone flight path in the interest of public safety. Placing conditions in the SUP (and the code) for approval, may allow the City to restrict flight paths in the interest of public safety.

c. FAA part 107 as well as Part 135 contain no minimum flight altitude requirements on delivery drones. While the ordinance requires a 300 foot (horizontal) setback from "noise sensitive use", once the drone has taken off (or in landing approach), there are no restrictions on how close the drone could over fly or near a house, apartment, hospital, football stadium, etc. Some current drone delivery operators fly (hover) at around 10 to 20 feet above ground during final delivery.

Can the ordinance be structured to impose the 300 foot separation to not only the horizontal location of the drone facility but also the flight path clearance to other property?

Example with current draft: A drone facility located 300 feet from multi-story apartment building has drones taking off or landing every minute and the drones' flight pattern could pass within 30 feet of the side (e.g., windows) of the apartment building creating a constant fly-by noise and distraction to building residents. A similar annoyance situation could occur with a frequently used kiosk located near a restaurant with an outdoor 2nd floor dining area -- i.e., folks trying to enjoy an evening meal with drones buzzing by frequently.

d. There needs to be a noise limit established during drone take-off, landing, and in-flight that limits the sound exposure at nearby houses, apartments, parks, stadiums, etc. While today drone use may be infrequent, as drone delivery becomes more efficient and cost effective, use will increase. Most current delivery drone services appear to have a payload limit of around 5 to 9 pounds but with improved technology, this payload limit could increase making delivery of more goods feasible. While the FAA's sUAS has a 55 pound MTOW limit, there is no weight limit on commercial delivery drones under FAA Part 135 which covers several of the existing drone delivery services.

Establishing a fly-by noise limit may also be a feasible method to control how close a drone flies over / past private properties.

The noise determination method used by the FAA (e.g., DNL) measures the cumulative noise exposure over a 24 hour period and is focused on human health hazard thresholds. This method does not adequately consider the nuisance of a short duration, very frequent drone fly-by or take-off / landing. That is, the FAA's DNL method downgrades the high short duration noise even though it could be extremely annoying to a resident or near-by business customer.

For example, an Amazon Air MK30 drone produces a sound approximately equivalent to a lawn mower or motorcycle during the final residential delivery phase. While this noise level may be somewhat acceptable during the day, such noise levels late at night are not acceptable and likely violate other existing Mansfield Noise Ordinances for residential areas. This noise level would also be very annoying to nearby businesses or residences if occurring frequently throughout the day.

Secondly, this draft may be assuming that all delivery drones are powered by electric motors. While that may be true for current delivery operators such as Wing and Zipline, the FAA UAS definition is not limited to electric propulsion but can also include other fuel sourced engines or even small jet engines. These alternate propulsion systems could produce much higher noise levels. Even some electric powered drones are very noisy.

e. The 300 foot setback for Accessory and Primary Hubs and 150 foot setback for Kiosks may not be sufficient to meet noise requirements even with the FAA's DNL health hazard criteria. The FAA's safe DNL calculation is a function of the number of daily flights. For example, the Amazon MK30 drone may fail DNL criteria at 300 feet setback for as few as around 280 daily take-offs / landings. At 150 feet, a kiosk (or set of multiple kiosks at one facility) would be limited to less than 100 daily take-offs or landings. Other drone designs would produce other implied setback criteria without even accounting for nuisance-level noise instead of the FAA's DNL based health hazard criteria. While drone delivery is currently infrequent, the use will expand in the future.

f. Commercial delivery drones require flashing lights visible for at least 3 statute miles for collision avoidance. These flashing lights would create additional nuisance, particular near drone facilities (including kiosks) - e.g., lights flashing into the windows of apartments or homes next to the drone facility. This light nuisance is an additional reason to restrict how close to other properties the drones can operate. Restricting the delivery drones to daylight conditions would also reduce the light nuisance.

g. The code should require that the drone operator provide liability insurance of some amount. (For example, the City's Gas Well Drilling ordinance requires the operator to provide specific liability insurance coverage.)

Part 107 allows sUAS to be up to 55 pounds with flight speed up to 100 mph. Part 135 has no weight or speed limits. If such heavy, high speed aircraft hit some object, it would cause significant damage including human fatalities. As a reference point, an Amazon Air Prime delivery drone struck an apartment building in Richardson, TX back in February 2026 and another drone severed a fiber optic line in Waco, TX in November 2025. Since most current delivery drones are powered by lithium-ion batteries, a drone crash can also be a fire hazard.

Note that customers who request drone delivery agree to the associated Terms of Services which shields the drone operator from major liabilities. However, other individuals in the flight path or delivery zone have not agreed to those Terms of Service and the drone operator should be liable for damages.

Secondly, in order to enforce the liability insurance, a SUP should be required for all three operating facility configurations in all applicable zones and shown in Permitted Use Table accordingly.

h. The code should require indemnification of the City by the drone operator. In order to enforce this indemnification, a SUP should be required for all three operating facility configurations in all applicable zones and shown in Permitted Use Table accordingly.

2. Page 3 of 10; Commercial Drone Kiosk (definition):

a. The Kiosk configuration definition should include comparable text as in the Accessory and Primary Hubs relative to the application of FAA Part 107 and Part 135.

b. There should be some limits on the frequency of flights from a kiosk given the shorter setback (150 ft vs 300 ft). The implication is that the kiosk setup is used infrequently and that flights are coming in from elsewhere to pickup or deliver goods. However, if the flight frequency is heavy, then there's a fine line between the nuisance level of kiosk and accessory configurations.

I can envision a popular restaurant, for example, having very heavy drone traffic at breakfast, lunch or dinner times with UAS vehicles hovering in the area waiting in a pick-up queue and creating a nuisance to nearby apartment, homes or businesses. While the kiosk configuration is a smaller footprint than allowed for an accessory hub, the flight frequency will be the primary determinant of nuisance to surrounding property owners.

3. Page 4 of 10; Permitted Use Table

a. Why is the table not addressing kiosks? There should be a Line 28 showing Kiosks limited to C, I, and PD zones with a reference to Special Conditions 42C.

b. Why is a Special Use Permit not required for all Non-Residential Districts in the table? For example the table shows that Primary and Accessory use is by right in PD zones.

4. Page 4 of 10; Section 42 Intent

a. Subparagraph 4 should also include Kiosks.

5. Page 6 of 10; Commercial Drone Kiosks

a. Subpara 1 states that the kiosk must be located on the side or rear of the building but subpara 7 discusses building frontage, possibly implying the kiosk is located in the front of the building.

6. Page 8 of 10; Airports, Heliports, etc.

a. Subpara 15 (d) appears to allow an airport (or heliport, etc.) to be located within 100 feet of a property line and within 300 feet of a noise sensitive area without requiring a SUP. This seems to be way more lenient of a requirement than being imposed on the delivery drone hubs. These Section 15 applications need to be controlled more rigorously than a delivery drone hub due to the safety and nuisance implications of an airport, heliport, helistop or vertiport.