



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Agenda

City Council

Monday, June 12, 2023

3:00 PM

Council Chambers

REGULAR MEETING

1. **3:00 P.M. - CALL MEETING TO ORDER**

2. **RECOGNITION**

Hometown Hero

3. **PROCLAMATION**

[23-5415](#) Parks and Recreation Month

Attachments: [Proclamation](#)

4. **WORK SESSION**

Discussion Regarding an Economic Development Incentive Policy

Discussion Regarding the Fiscal Year 2024 Budget

Discussion Regarding the June 12, 2023 Consent Agenda Items

5. **RECESS INTO EXECUTIVE SESSION**

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

**A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney
Pursuant to Section 551.071**

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 3-20CV2061-N-BK

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**

Land Acquisition for Future Development

- C. **Personnel Matters Pursuant to Section 551.074**
- D. **Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087**

Economic Development Project #22-23

- 6. **6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION**
- 7. **7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION**
- 8. **INVOCATION**
- 9. **PLEDGE OF ALLEGIANCE**
- 10. **TEXAS PLEDGE**

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

- 11. **RECOGNITION**

Mansfield JROTC

TCMA Council of the Year Award

- 12. **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 the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the entrance of the Council Chambers. Please present the card to the Assistant City Secretary prior to the start of the meeting.

13. COUNCIL ANNOUNCEMENTS**14. STAFF COMMENTS**

In addition to matters specifically listed below, Staff comments may include updates on ongoing or proposed projects and address of posted agenda items.

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

B. Business Services Department Report

[23-5421](#) Presentation of the Monthly Financial Report for the Period Ending April 30, 2023

Presenters: Latifia Coleman

Attachments: [April 2023 Financial Report](#)

15. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**16. CONSENT AGENDA**

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff's recommendation.

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[23-5391](#) Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Title XI "Business Regulations" of the Code of Mansfield, Texas; Creating a New Chapter 117 Establishing Regulations for the Use of Portable On Demand Storage Units; Establishing a Permit for the Placement of Such Units; Providing for the Revocation of Such Permits; Providing for Fees Related to Chapter 117; Providing for the Repeal of All Ordinances in Conflict; Providing a Severability Clause; Providing a Penalty Fine not to Exceed the Sum of Five Hundred (\$500.00) Dollars for Each Offense; Providing for Publication; and Providing an Effective Date

Presenters: Nicolette Ricciuti

Attachments: [Ordinance](#)

[23-5386](#) Resolution - A Resolution of the City of Mansfield, Texas, Selecting Neltex Development Pursuant to Texas Local Government Code Ch. 271, and Authorizing the City Manager, or his Designee, to Negotiate an Exclusive Negotiating Agreement Between the City of Mansfield, Texas, and Neltex Development for New Public Facilities at the Lone Star 360 Development;

and Providing an Effective Date

Presenters: Jason Moore

Attachments: [Resolution](#)

[23-5408](#)

Resolution - A Resolution Approving an Agreement for the Sale and Delivery of Treated Water to a Wholesale Customer - Mountain Peak Special Utility District

Presenters: Jeff Price

Attachments: [Resolution](#)

[Wholesale Water Contract](#)

[23-5413](#)

Resolution - A Resolution Authorizing the Application to the Office of the Secretary of Transportation, U.S. Department of Transportation for Safe Streets and Roads for All Grant

Presenters: David Boski

Attachments: [Resolution](#)

[23-5403](#)

Minutes - Approval of the June 5, 2023 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [6-5-23 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

17. PUBLIC HEARING

[23-5409](#)

Ordinance - A Public Hearing and First and Final Reading of an Ordinance Adopting Revised Roadway Impact Fees

Presenters: Raymond Coffman

Attachments: [Roadway Impact Fee Ordinance](#)

[Ordinance Exhibits](#)

[Calculation and Comparisons](#)

[23-5412](#)

Ordinance - A Public Hearing and First and Final Reading of an Ordinance for City-Wide Amendments to the Master Thoroughfare Plan

Presenters: David Boski

Attachments: [Ordinance](#)

[Exhibit A](#)

[2023 MTP](#)

[2023 MTP Changes Tracked](#)

[Summary of Changes](#)

18. PUBLIC HEARING CONTINUATION AND SECOND AND FINAL READING

[23-5380](#)

Ordinance - Public Hearing Continuation and Second and Final Reading

on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 18.59 Acres in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas Located at 2441 Heritage Parkway; City of Mansfield, Applicant (ZC#23-011)

Presenters: Jason Alexander

Attachments: [Ordinance](#)

[Maps and Supporting Information](#)

[Exhibit A - Legal Description](#)

19. NEW BUSINESS

[23-5422](#)

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

Presenters: Troy Lestina

20. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 12, 2023 Regular City Council 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 Thursday, June 8, 2023 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 473-0211 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE CELL PHONES WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 23-5415

Agenda Date: 6/12/2023

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

Agenda Number:

Title

Parks and Recreation Month

WHEREAS, parks and recreation programs are integral to communities throughout the United States of America, including in the City of Mansfield; and

WHEREAS, Mansfield Parks & Recreation operates and maintains more than 1,100 acres of parkland, dozens of athletic fields, and the Mansfield Activities Center, as well as five public-private partnership facilities; and

WHEREAS, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in Mansfield, ensuring the health of all residents, and contributing to our economic and environmental well-being; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of Mansfield and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month,

NOW, THEREFORE, I, Michael Evans, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim July 2023 as

PARKS AND RECREATION MONTH

in Mansfield, and encourage residents and visitors of the city to take advantage of its excellent parks and facilities. The City of Mansfield is proud to have a parks and recreation system of the highest quality and is proud to honor them this month.

IN WITNESS WHEREOF, I do hereby set my hand and cause the official seal of the City of Mansfield to be affixed this 12th day of June, 2023.



CITY OF MANSFIELD

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STAFF REPORT

File Number: 23-5421

Agenda Date: 6/12/2023

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Presentation of the Monthly Financial Report for the Period Ending April 30, 2023

Requested Action

Attached is the Monthly Financial Report for the period ending April 30, 2023 for Council's review.

Recommendation

Review the Financial Statement for the period ending April 30, 2023.

Description/History

Monthly Financial Report

Justification

To advise the Council of the city's financial condition.

Funding Source

N/A

Prepared By

Latifia Coleman, Director of Finance
817-276-4265



FINANCIAL REPORT

Ending April 30, 2023

City of Mansfield, Texas

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



mansfieldtexas.gov

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Please see the appendix for full financial statements and detailed sales tax information

HIGHLIGHTS

Financial Highlights

The City of Mansfield, Texas is in solid financial condition as of April 2023 or 58% of the budget year with revenues within or exceeding expectations in the major funds and expenditures within or lower than budgeted expectations. On March 20th, the City presented to the City Council its audited financial statements for the fiscal year ending September 30, 2022, in accordance with national guidelines.

Capital Highlights

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

Project Name	Expenditures CY (millions)	Expenditures LTD (millions)
Police Headquarters	\$1.83 CY	\$3.64 LTD
Library Expansion	\$0.17 CY	\$2.40 LTD
Equipment Replacement	\$2.53 CY	-

Debt Summary (year to date issuance)

FY2023	Purpose	GO	CO	Tax & Revenue COs	Total Issued (millions)
Series 2022 A	Police Headquarters Streets Infrastructure Animal Control Service Center Design			\$49.00	\$49.00
Series 2022 * (GO Refunding Bonds)	Refund Previously Issued Debt & Mansfield Linear Park and Trail Networks	\$13.37			\$13.37
Series 2023	Construction of Public Infrastructure		\$4.93		\$4.93
Total Debt Issued		\$13.37	\$4.93	\$49.00	\$67.29

General Obligation Bonds (GO), Certificates of Obligation Bonds (CO)

* The total economic gain resulting from the refunding = \$258,061

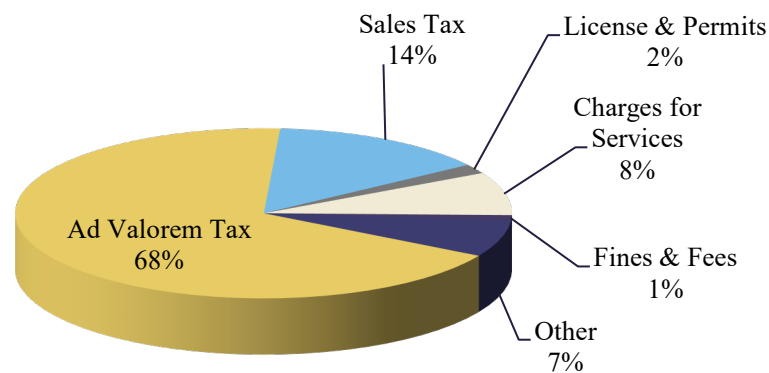
GENERAL FUND FINANCIAL SUMMARY

Overall, the revenues collected by the General Fund exceed expenditures by \$6,614,693 at the end of the reporting period. With revenues totaling \$ 69,315,043 or 83.11% of budget and expenditures totaling \$62,700,350 or 75.18% of budget.

General Fund Charts (revenues & expenditures)

General Fund Revenues

Allocation of Receipts as of April 30, 2023



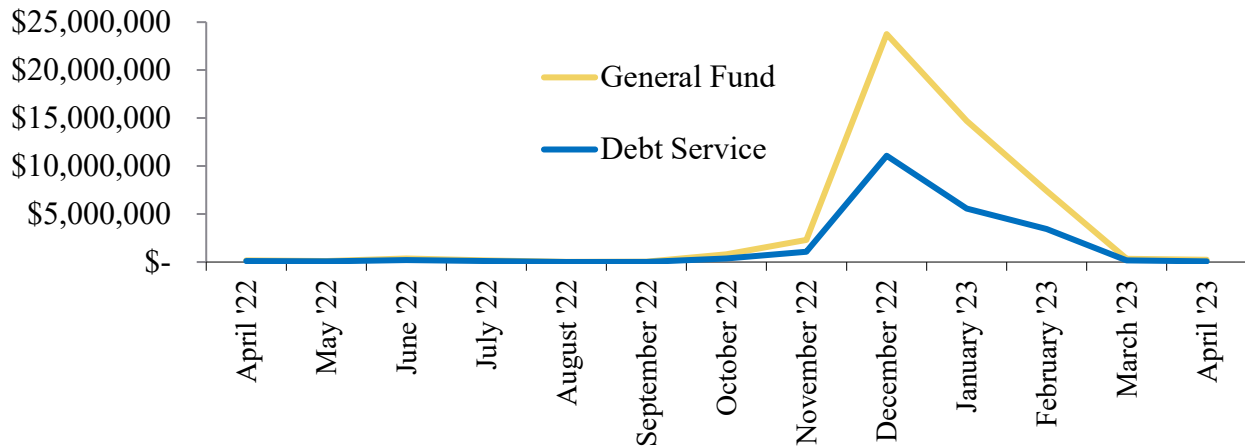
Major Revenues

Property Tax Collections

Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Ad Valorem Tax Collections is comprised of two parts with the operations (O&M) portion recorded in the General Fund and the interest & sinking (I&S) portion recorded in the Debt Service Fund. The O&M portion of property tax collections as recorded in the General Fund through April 30, 2023, total \$46,800,082. Last year's collections were \$38,456,131 for the same period, an increase of 21.70% over the prior year.

The I&S portion as recorded in the Debt Service Fund collected through April 30, 2023, totaled \$20,441,885. Property tax collections by month is depicted on the subsequent chart.

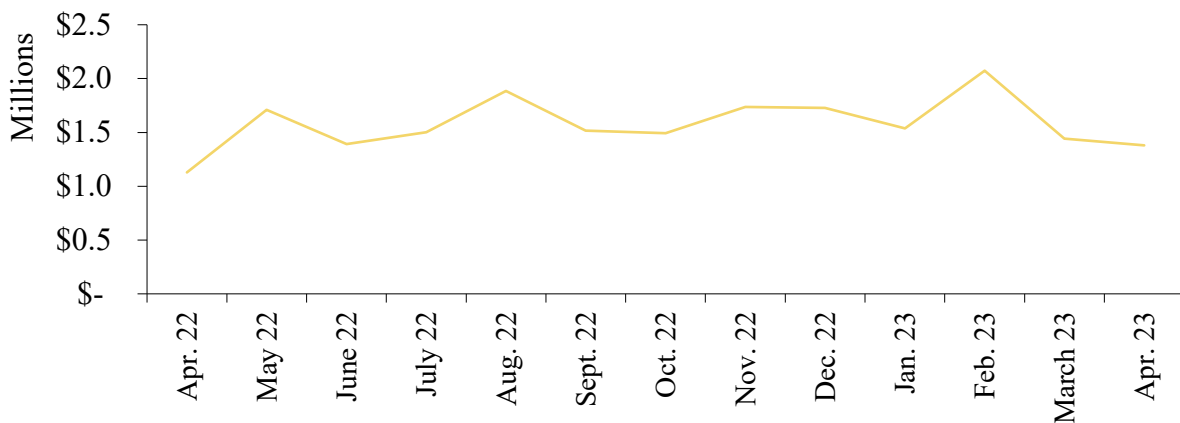
Ad Valorem Tax Collections by Month



Other Taxes: Is comprised of sales taxes, mixed beverage taxes, gas royalty income and franchise fees. With sales tax being the largest component at 71.4% of other taxes. For additional information on sales taxes, please see the full sales tax discussions and charts on page 14 of this report.

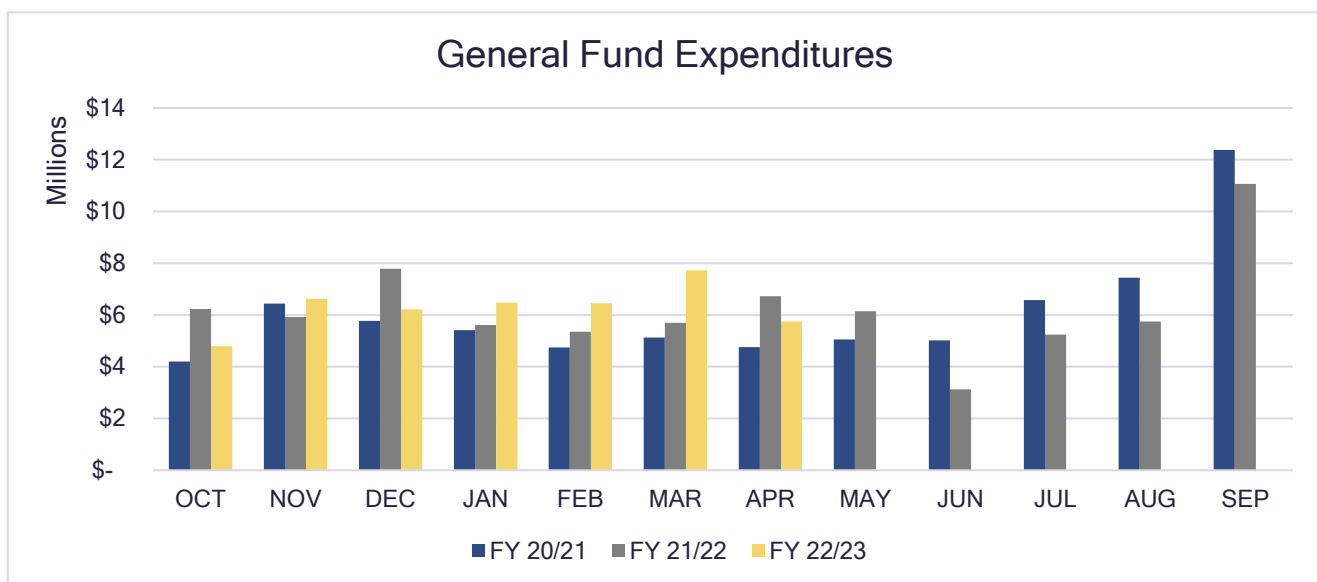
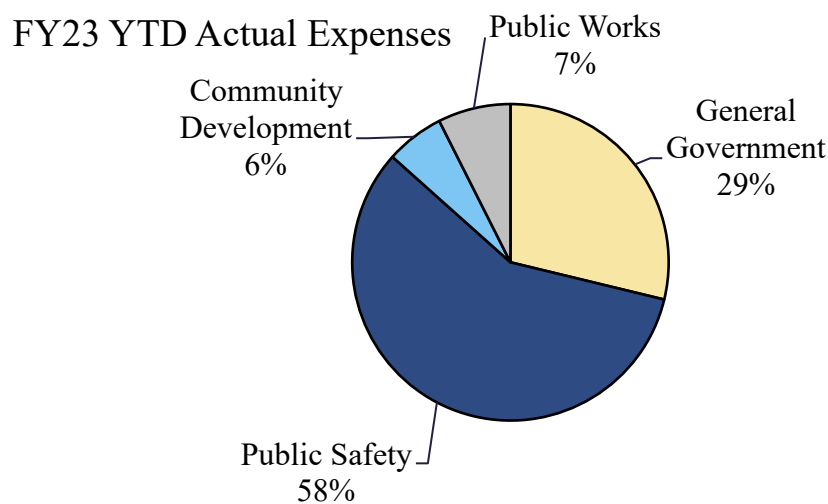
Sales tax is reported on a cash basis with a two-month lag in collections from the actual purchase date. Citywide sales tax is 2¢ for every dollar of sales tax assessed. The General Fund receives 1¢ of sales taxes collected and the City's Type 4A and Type 4B corporations each receive ½ ¢ of collections. In April 2023, the General Fund portion of sales tax collected totaled \$1,378,598 which is \$250,350 or 22.19% more than the same period last year. On an annual basis, sales tax collections are up by 14.22% or \$1,231,985 as compared to last year.

General Fund Sales Tax Collections



Expenditures

The chart below shows year-to-date expenditures by functions of the General Fund with public safety (police and fire activities) comprising 58% of all budgeted operational expenditures year to date. Total year-to-date operating expenditures of the fund (excluding depreciation) is \$44,104,335 or 54.14% of budgeted expenditures of \$81,462,381. April 2023 expenditures were slightly below average compared to other months. We expect May and June expenditures to follow normal historical trends of \$6-\$7 million expended per month.



ENTERPRISE FUNDS FINANCIAL SUMMARY

The two major enterprise funds are the Utility Fund and the Drainage Utility Fund which both account for activities associated with delivering services to the paying public. For the Utility Fund, the operating revenues exceeded operating expenses by \$5,301,896 at the end of the reporting period. With operating revenues totaling \$24,077,625 or 54.7% of budget and operating expenses totaling \$18,775,729 or 57.77% of budget excluding depreciation. Non-operating activities such as interest revenue, debt expenses and interest expenses due to borrowing totaled (\$408,086) resulting in a total change in net position of \$4,893,810.

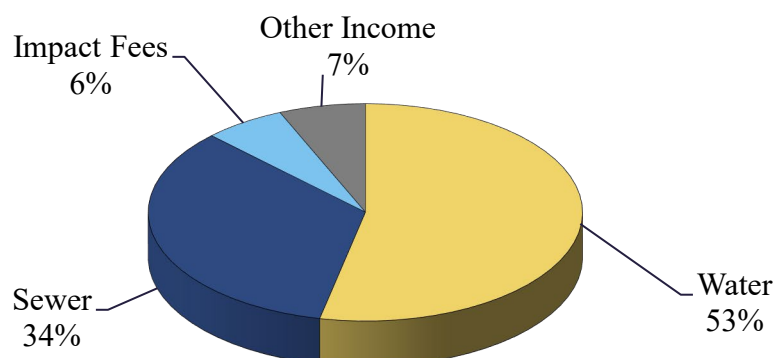
UTILITY FUND

Major Revenues

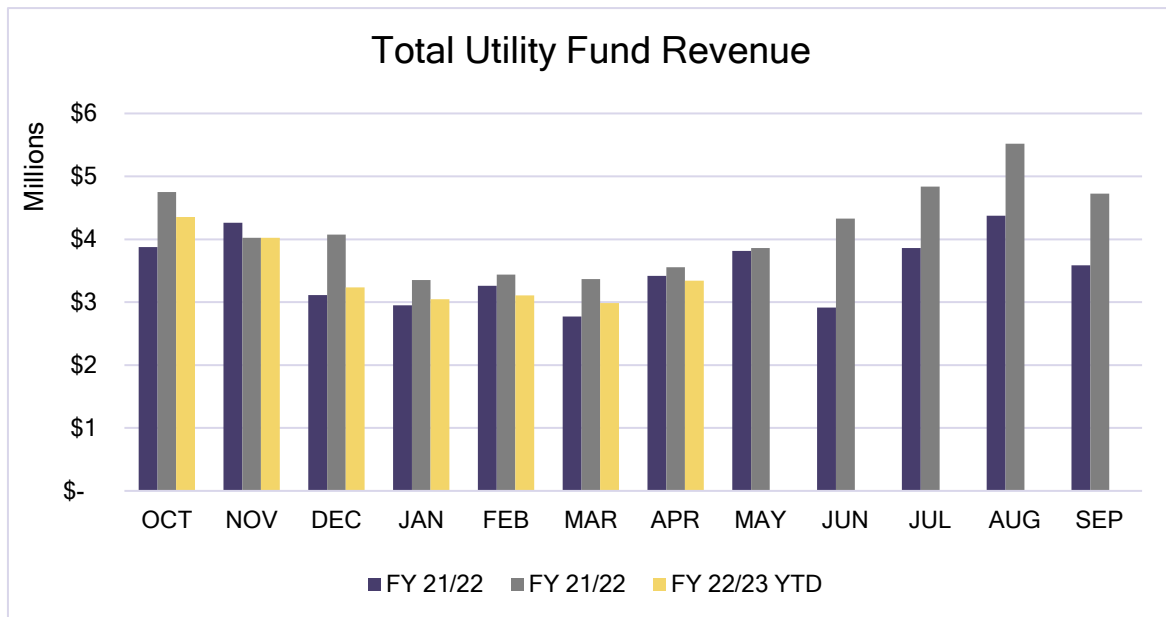
Water & Sewer Service Fees

Water and Sewer related service revenue accounts for \$21,734,193 or 87% of all revenues collected by this fund. Other income of \$3,117,378 or 13% includes impact fees, pretreatment fees and interest revenue. The revenues have a direct relationship with consumption in this fund as higher consumption in the summer months yields higher revenue or seasonal rain in the spring yields lower revenues with these seasonal patterns displayed in the revenues collections chart below.

Revenues

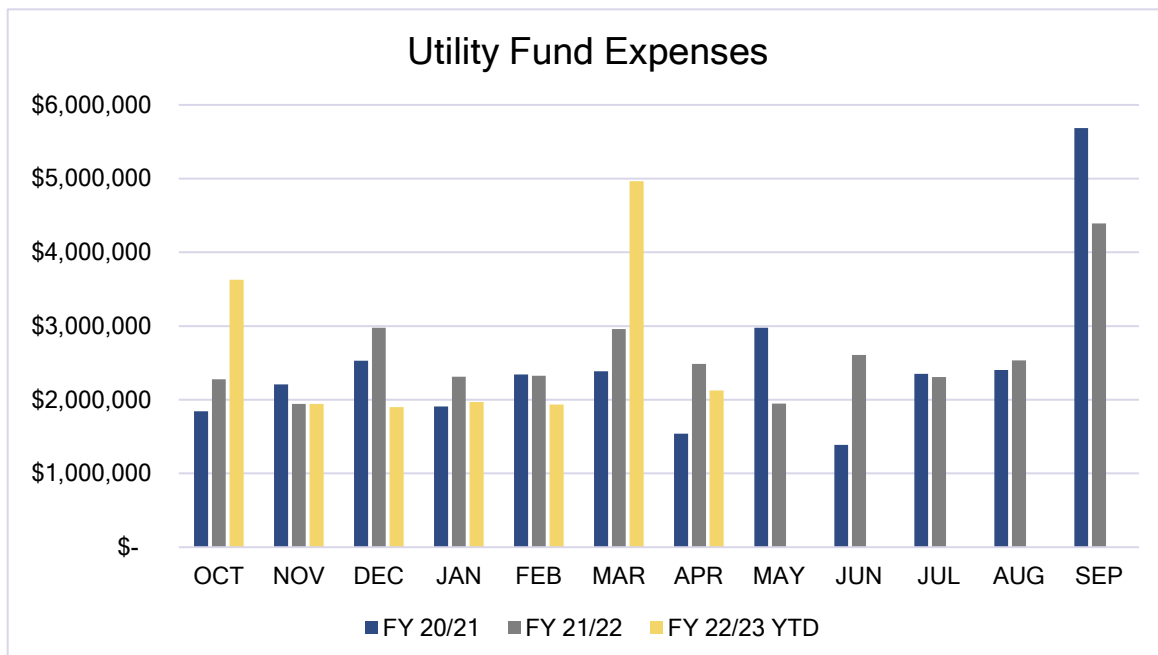


Utility Fund Charts



Expenses

The chart below shows expenses of the Water & Sewer Fund by department. The year-to-date activity of the fund (excluding depreciation) is 57.77% of budgeted expenditures. The costs of raw water and sewer treatment are within budgeted estimates.



DRAINAGE UTILITY FUND

The Drainage Utility Fund is used to account for the administration of the City's storm water program and environmental services including planning, engineering, operations & maintenance. The year-to-date operational revenues collected total \$1,644,500 and the operational expenditures related to administration and general maintenance totals \$815,626 to date. Revenues exceed expenditures by \$830,714 which results in an increase to the fund's net position. The ending net position totals \$13,605,702 at the end of the reporting period.



SPECIAL REVENUE FUNDS FINANCIAL SUMMARY

(This section provides details on substantial special revenue funds)

MANSFIELD PARKS FACILITY DEVELOPMENT CORPORATION FUND

The operating fund is used to account for the construction and development of sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. Funding for the activities of the MPFDC is supported by ½ cent sales tax. The year-to-date revenues collected total \$4,957,118 which is 60.44% of budget and the operating expenditures to date total \$3,253,474 which is 38.17% of budget. Revenues exceed expenditures by \$1,703,644 which results in an increase to the fund balance. The ending fund balance totals \$13,925,748 at the end of the period.

MPFDC DEBT SERVICE FUND

The MPFDC also has a debt service fund which is used to account for the debt obligations as a result of developing sports and recreation facilities, equipment, and miscellaneous improvements to the City's Park System. A portion of the MPFDC's sales tax collections is transferred to support the debt activities. The year-to-date revenues collected total \$1,842,077 which is 58.33% of budget and the expenditures to date total \$599,415 which is 18.98% of budget. Revenues exceed expenditures by \$1,242,662 which results in an increase to fund balance. The ending fund balance totals \$1,758,078 at the end of the period.

THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND

This fund is used to account for the promotion of Economic Development activities of the city. Funding for the activities of the MEDC is supported by $\frac{1}{2}$ cent sales tax. The year-to-date operating revenues collected total \$4,958,361, which is 55% of the budgeted amount. Operating expenditures at the end of the reporting period totaled \$1,207,293 which is 20% of the budgeted expenditures. Operating revenues exceed operating expenditures by \$3,751,068 which results in an increase in fund balance. The total net change including non-operating activities is an increase of \$3,968,727 at the end of April 2023.



Tax Increment Reinvestment Zones (TIRZs)

In accordance with Texas Local Government Chapter 311, a local government can designate a geographic area that needs improvement as a TIRZ. The funding to pay for improvements within the zone is derived from the ad valorem taxes collected from increased value within the zone. TIRZ#2 was established in FY13 with the base values established. Revenues will be realized and recorded in June/July of 2023 when captured values are reported by the appraisal district. The City is working on the finalization of TIRZ#3 & TIRZ#4 which will be reported accordingly in future periods. The chart below shows the current activity for all City TIRZs. The revenue recorded in TIRZ#1 is interest income received year-to-date.

Fiscal Year 2023 YTD Summary	TIRZ #1	TIRZ #2	TOTAL ALL TIRZ
Revenues	112,770	-	112,770
Expenditures	7,837,172	2,471,588	10,308,760
Net Change From Operating: Gain (loss)	(7,724,402)	(2,471,588)	(10,195,990)
Other Financing Sources (Uses)	5,113,695	-	5,113,695
Fund Balance Beginning	7,128,201	(519,518)	6,608,683
Fund Balance Ending	4,517,494	(2,991,106)	1,526,388

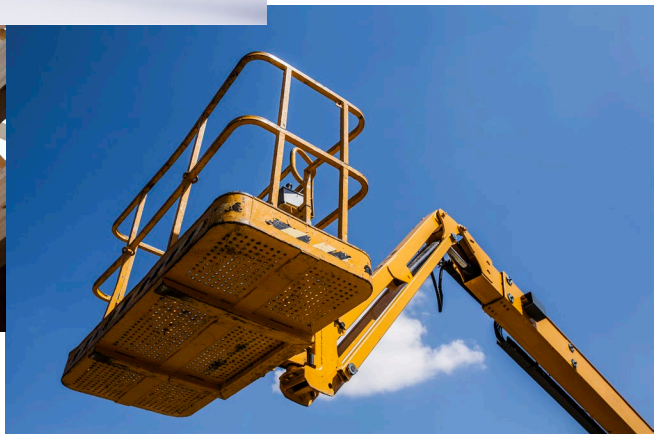
HOTEL/MOTEL TAX FUND

The Hotel/Motel fund is used to account for the occupancy taxes generated from the local hotels within the city. Funds collected are used to promote the City of Mansfield as a travel destination. The year-to-date revenues collected total \$473,612 which is 49.54% of budget and the expenditures collected to date total \$442,853 which is 43.30% of budget. Revenues exceed expenditures by \$30,759 which results in an increase to the fund's cash balance. The ending fund balance totals \$2,076,688 at the end of the reporting period.

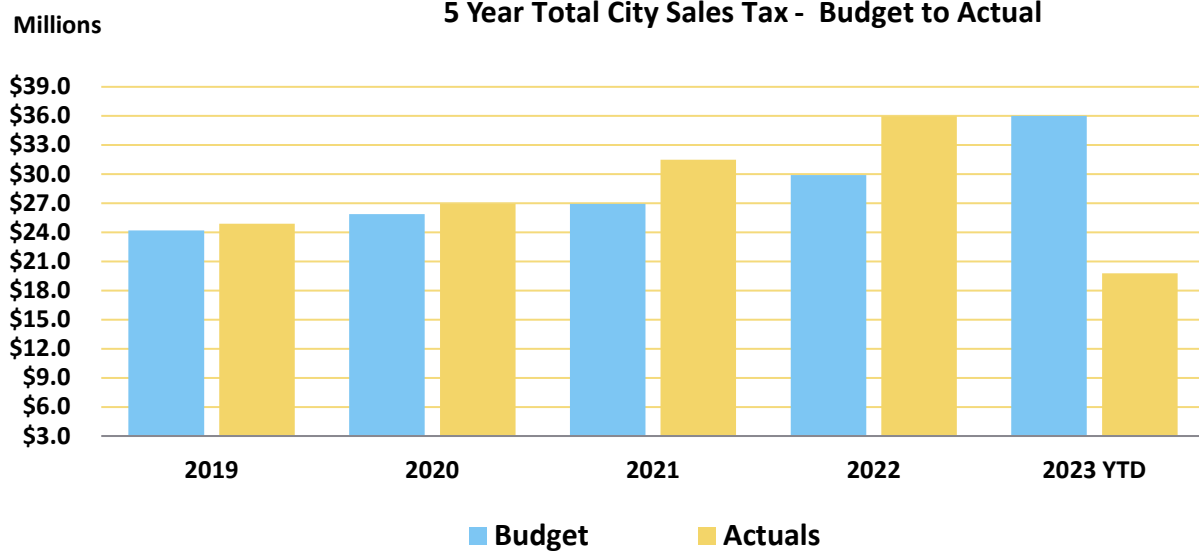
CAPITAL PROJECT FUNDS

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

Fiscal Year 2023 YTD Summary	Street Construction Fund	Building Construction Fund	Equipment Replacement Fund	Parks Construction Fund	TOTAL CAPITAL FUNDS
Revenues	3,577,896	506,914	117	-	4,084,927
Expenditures	3,993,248	2,198,197	2,534,145	2,632,686	11,358,276
Net Change from Operating: Gain (loss)	(415,352)	(1,691,283)	(2,534,028)	(2,632,686)	(7,273,349)
Other Financing Sources (Uses)	17,557,999	34,441,996	20,627	5,250,000	57,270,622
Fund Balance Beginning	28,874,189	6,766,122	2,241,714	2,568,442	40,450,467
Fund Balance Ending	46,016,836	39,516,835	(271,687)	5,185,755	90,447,740



GLOBAL SALES TAXES



City of Mansfield Sales Tax - Fiscal Year 2023 as of March 31, 2023							
Fiscal Year	0.01	0.005	0.005	Total 2¢	Collection Ratio and Budget		
	General Fund	MEDC Fund	MPFCDC Fund	Total	Y/Y % Chg.	Budget	% of Budget
2019	12,436,602	6,221,301	6,221,301	24,879,204	0.0%	24,195,212	102.83%
2020	13,472,576	6,736,288	6,736,288	26,945,152	8.3%	25,889,650	104.08%
2021	15,744,052	7,872,026	7,872,026	31,488,104	16.9%	26,925,236	116.95%
2022	17,983,225	8,991,613	8,991,613	35,966,450	14.2%	29,903,214	120.28%
2023 YTD	9,894,032	4,947,016	4,947,016	19,788,064		36,010,548	54.95%

- See the Appendix pages A30-A33 for detailed sales tax information.

INVESTMENTS

Monthly Investment Performance Summary: Month Ending April 30, 2023

Financial Market Outlook

The regional economy continues to expand, however economic growth has been slightly downgraded from growth to moderate by many economists. Factors such as high inflation, housing market corrections, interest rate increases and slowing of job growth created some contraction in the market in April 2023. However, the regional economy continues to outperform the U.S. economy. Likewise, the City of Mansfield's economy is strong and continues to grow. The table below shows a comparison of both cash and investments from the prior month. Cash in consolidated accounts total \$92.9 Million and investments total \$147.4 Million. The City's cash accounts show a decrease due to debt payments and other scheduled payments while investments show growth due to interest earned during the period.

Citywide Cash & Investment Performance Summary

	March 31, 2023		April 30, 2023		Month to Month Change	
	Book Value	Average Yield	Book Value	Average Yield	Dollar (\$)	Percentage (%)
Consolidated Cash Accounts	96,692,139	1.19%	92,941,080	1.57%	-3,751,059	-3.88%
Local Government Investment Pool	120,634,044	4.77%	121,123,166	4.97%	489,122	0.41%
Money Market	26,218,348	4.32%	26,319,029	4.67%	100,681	0.38%
Total	243,544,531	3.43%	240,383,275	3.73%	-3,161,256	-1.03%

- See the Appendix pages A24-A29 for investment information.

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

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

Latifia Coleman
Latifia Coleman, Finance Director, Investment Officer

Bryan Rebel
Bryan Rebel, Assistant Finance Director, Investment Officer

APPENDIX

• General Fund Statement of Activities	A17
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• Drainage Fund Statement of Activities	A19
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• MPFDC Debt Fund Statement of Activities	A21
• MEDC Statement of Activities	A22
• Hotel Occupancy Tax Statement of Activities	A23
• Detailed Investment Statements	A24
• Detailed Sales Tax Statements	A30

City of Mansfield, Texas

Summary Statement of Activities
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)

General Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Property Tax	\$ 238,963	\$ 207,646	\$ 46,800,082	\$ 38,456,131	\$ 48,952,607	\$ (2,152,525)	95.60%
Sales Tax	1,378,598	1,128,248	9,894,032	8,662,047	18,005,274	(8,111,242)	54.95%
Other Taxes	822,007	792,637	3,967,886	5,382,111	4,038,408	(70,522)	98.25%
License And Permits	46,672	273,883	1,234,664	2,229,964	2,024,584	(789,920)	60.98%
Grant Revenue	81,037	500	294,728	159,723	200,000	94,728	147.36%
Charges For Services	780,584	585,491	5,662,299	3,829,669	8,769,263	(3,106,964)	64.57%
Fines And Fees	90,886	100,452	692,300	724,703	1,161,387	(469,087)	59.61%
Interest Earnings	84,753	2,751	498,677	6,822	30,000	468,677	1662.26%
Miscellaneous	60,057	174,359	270,375	943,506	220,757	49,618	122.48%
Total Revenues	3,583,557	3,265,967	69,315,043	60,394,676	83,402,280	(14,087,237)	83.11%
EXPENDITURES:							
General Government	1,484,165	1,771,754	12,695,037	10,915,469	24,169,347	11,719,321	52.53%
Public Safety	3,235,961	4,170,895	25,500,675	24,735,203	45,555,432	23,702,162	55.98%
Public Works	681,945	295,767	3,275,254	2,492,534	6,270,920	3,677,608	52.23%
Community Development	341,381	491,256	2,633,369	2,808,077	5,466,682	3,713,731	48.17%
Total Expenditures	5,743,452	6,729,672	44,104,335	40,951,283	81,462,381	42,812,822	54.14%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(2,159,895)	(3,463,705)	25,210,708	19,443,393	1,939,899		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(402,346)	(402,346)	0.00%
Sale of Capital Assets, net	1,750	-	15,507	-	15,000	(507)	0.00%
Financing, net	-	-	-	-	-	-	0.00%
Sources	-	-	-	-	4,107,689	4,107,689	0.00%
(Uses)	(1,098,578)	(313,575)	(18,611,522)	(2,002,876)	(5,660,242)	12,951,280	328.81%
Total Other Financing Sources (Uses)	(1,096,828)	(313,575)	(18,596,015)	(2,002,876)	(1,939,899)	16,656,116	958.61%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(3,256,723)	(3,777,280)	6,614,693	17,440,517	-		
FUND BALANCE							
BEGINNING	41,610,157	48,611,702	31,738,741	27,393,905			
ENDING	\$ 38,353,434	\$ 44,834,422	\$ 38,353,434	\$ 44,834,422			

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)

Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	\$ 1,671,548	\$ 1,858,385	\$ 13,264,116	\$ 13,621,968	\$ 25,801,147	\$ (12,537,031)	51.41%
Sewer Service	1,209,984	1,165,235	8,470,077	8,066,210	14,943,641	(6,473,564)	56.68%
Water Penalties	295,111	28,173	301,904	154,799	250,000	51,904	120.76%
Water Taps	-	-	-	-	18,811	(18,811)	0.00%
Meter Set Fee	16,900	27,990	102,090	226,260	98,940	3,150	103.18%
Utility Miscellaneous	5,136	3,535	40,412	33,484	60,000	(19,588)	67.35%
Restore Service Fee	6,212	8,609	70,696	28,694	90,000	(19,304)	78.55%
Sewer Tap	-	-	-	-	2,000	(2,000)	0.00%
Water Impact Fees	224,700	303,000	1,076,000	2,476,480	1,500,000	(424,000)	71.73%
Sewer Impact Fees	75,000	147,450	439,207	1,194,470	1,000,000	(560,793)	43.92%
Pretreatment Fees	-	-	-	203,076	60,000	(60,000)	0.00%
Other Income	(163,062)	14,079	313,123	161,056	189,123	124,000	165.57%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	\$ 3,341,529	\$ 3,556,456	\$ 24,077,625	\$ 26,166,497	\$ 44,013,662	\$ (19,936,037)	54.70%
OPERATING EXPENSES:							
Administration	106,096	134,153	918,691	792,880	1,461,964	543,273	62.84%
Billing And Collection	63,528	76,662	475,257	482,569	962,163	486,906	49.39%
Meter Reading/Repairs	90,926	105,598	617,591	678,679	1,353,077	735,486	45.64%
Water Distribution	297,990	92,219	981,728	574,993	1,268,421	286,693	77.40%
Wastewater Collection	891,612	687,892	6,715,969	5,839,690	10,078,605	3,362,636	66.64%
Water Treatment	273,546	988,419	6,153,254	6,215,984	12,270,853	6,117,599	50.15%
Water Quality	40,472	71,912	360,993	354,467	661,633	300,640	54.56%
Water Demand Management	9,933	17,624	80,398	90,260	164,294	83,896	48.94%
Depreciation	350,001	314,066	2,471,848	2,222,275	-	(2,471,848)	0.00%
Total Operating Expenses	2,124,104	2,488,545	18,775,729	17,251,797	28,221,010	9,445,281	66.53%
OPERATING INCOME (LOSS)	1,217,425	1,067,911	5,301,896	8,914,700	15,792,652	(10,490,756)	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(110,857)	(89,172)	(595,836)	(800,033)	(10,253,965)	9,658,129	5.81%
Interest Revenue	133,443	5,926	773,946	9,616	24,000	749,946	3224.78%
Debt Service	(83,938)	(94,241)	(586,196)	(659,686)	(3,070,000)	2,483,804	19.09%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	(61,352)	(177,487)	(408,086)	(1,450,103)	(13,347,965)	12,939,879	3.06%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	1,156,073	890,424	4,893,810	7,464,597	2,444,687	2,449,123	200.18%
OPERATING TRANSFERS:							
Transfers In (Out)	-	-	-	-	(2,444,687)	2,444,687	0.00%
Net Operating Transfers	-	-	-	-	(2,444,687)	2,444,687	0.00%
CHANGE IN NET POSITION	1,156,073	890,424	4,893,810	7,464,597	-		
NET POSITION, BEGINNING	254,517,325	234,905,585	250,779,588	228,331,412			
NET POSITON, ENDING	\$ 255,673,398	\$ 235,796,009	\$ 255,673,398	\$ 235,796,009			

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)

Drainage Utility Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED BUDGET
OPERATING REVENUES:							
Drainage Fee	\$ 237,794	\$ 231,236	\$ 1,644,500	\$ 1,610,501	\$ 2,736,967	(1,092,467)	60%
Total Operating Revenues	237,794	231,236	1,644,500	1,610,501	2,736,967	(1,092,467)	
OPERATING EXPENSES:							
Administration & General Maintenance	84,203	139,271	684,155	738,376	2,079,024	1,394,869	33%
Depreciation	18,640	17,762	131,471	123,691	-	(131,471)	
Total Operating Expenses	102,843	157,033	815,626	862,067	2,079,024	1,263,398	
OPERATING INCOME (LOSS)	134,951	74,203	828,874	748,434	657,943	170,931	
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	4,061	264	23,979	400	-	(23,979)	
Other Income	440	-	11,678	8,997	-	(11,678)	
Interest and fiscal charges	(4,348)	(5,559)	(33,817)	(40,605)	(182,943)	(149,126)	
Net Nonoperating Revenue	153	(5,295)	1,840	(31,208)	(182,943)	(184,783)	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	135,104	68,908	830,714	717,226	475,000	(13,852)	
OPERATING TRANSFERS							
Operating Transfers In/(Out)	-	-	-	-	(475,000)	475,000	
Net Operating Transfers	-	-	-	-	(475,000)	475,000	
CHANGE IN NET POSITION	135,104	68,908	830,714	717,226			
NET POSITION, BEGINNING	13,470,598	12,099,242	12,774,988	11,450,924			
NET POSITION, ENDING	\$ 13,605,702	\$ 12,168,150	\$ 13,605,702	\$ 12,168,150			

City of Mansfield, Texas

Statement of Activites - Budget and Actual
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corporation	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	\$ 426,082	\$ 300,945	\$ 3,107,054	\$ 3,150,465	\$ 5,860,790	\$ (2,753,736)	53.01%
Contributions	-	-	-	3,084	2,500	(2,500)	0.00%
Interest Earnings	25,659	1,240	145,968	2,027	1,000	144,968	14596.80%
Other Income	-	-	2,562	4,428	300	2,262	854.00%
MAC Revenue	57,238	203,641	522,444	643,149	2,212,200	(1,689,756)	23.62%
Lease Royalties	141,392	118,659	705,090	910,115	125,000	580,090	564.07%
Park Land Dedication Revenue	24,750	40,500	474,000	842,000	-	474,000	0.00%
Total Revenues	675,121	664,985	4,957,118	5,555,268	8,201,790	(3,244,672)	60.44%
EXPENDITURES:							
Administration	117,623	158,919	726,522	1,036,942	1,978,145	1,251,623	36.73%
Field Operations	77,295	74,560	488,646	400,501	895,287	406,641	54.58%
Community Park Operations	68,021	103,147	575,994	598,094	1,273,434	697,440	45.23%
Nature Education Operations	14,745	11,943	101,375	63,026	244,876	143,501	41.40%
Recreational Center	65,616	82,990	470,712	479,746	1,064,473	593,761	44.22%
Neighborhood Park Operations	43,448	17,031	181,167	111,150	486,756	305,589	37.22%
Quadrants	-	-	301,500	282,000	-	(301,500)	0.00%
Non-Departmental	148,075	13,134	407,558	111,835	2,579,951	2,172,393	15.80%
Total Expenditures	534,823	461,724	3,253,474	3,083,294	8,522,922	5,269,448	38.17%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	140,298	203,261	1,703,644	2,471,974	(321,132)	2,024,776	-530.51%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	-	-	-	321,132	(321,132)	0.00%
Operating Transfers (Out)	-	-	-	-	-	-	0.00%
Cash Reserves	-	-	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premium on Bonds issued	-	-	-	-	-	-	0.00%
Discounts on Bond issued	-	-	-	-	-	-	0.00%
Total Other Financing Sources (Uses)	-	-	-	-	321,132	(321,132)	0.00%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	140,298	203,261	1,703,644	2,471,974			
FUND BALANCE, BEGINNING	13,785,450	12,045,380	12,222,104	9,776,667			
FUND BALANCE, ENDING	\$ 13,925,748	\$ 12,248,641	\$ 13,925,748	\$ 12,248,641			

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Taxes, Penalties, And Interest	\$ 263,153	\$ 263,155	\$ 1,842,077	\$ 1,842,086	\$ 3,157,847	\$ (1,315,770)	58.33%
Other Income	-	-	-	-	-	-	0.00%
Total Revenues	263,153	263,155	1,842,077	1,842,086	3,157,847	(1,315,770)	58.33%
<u>EXPENDITURES:</u>							
Debt Service							
Principal Retirement	-	-	-	-	1,965,000	1,965,000	0.00%
Interest And Fiscal Charges	-	-	599,415	626,670	1,192,847	593,432	50.25%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	-	-	599,415	626,670	3,157,847	2,558,432	18.98%
Excess Of Revenues Over (Under) Expenditures	263,153	263,155	1,242,662	1,215,416			
<u>OTHER FINANCING SOURCES (USES):</u>							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	1,494,925	1,473,922	515,416	521,661			
FUND BALANCE, ENDING	<u>\$ 1,758,078</u>	<u>\$ 1,737,077</u>	<u>\$ 1,758,078</u>	<u>\$ 1,737,077</u>			

City of Mansfield, Texas

**Comparative Statement of Activities
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)**

Mansfield Economic Development Corporation	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED BUDGET
OPERATING REVENUES:							
Sales Tax Revenue	\$ 690,626	\$ 565,441	\$ 4,958,361	\$ 5,000,106	\$ 9,018,637	\$ (4,060,276)	55%
Miscellaneous	-	-	-	-	-	-	
Total Operating Revenues	690,626	565,441	4,958,361	5,000,106	9,018,637	(4,060,276)	55%
OPERATING EXPENDITURES:							
Administration	239,192	104,608	980,706	566,984	1,536,434	555,728	64%
Promotions	33,347	9,991	53,139	42,805	238,100	184,961	22%
Retention	-	-	-	75	-	-	0%
Development Plan	-	869	-	901	12,000	12,000	0%
Projects	-	452	162,963	1,385,543	4,172,861	4,009,898	4%
Non-Departmental	1,498	-	10,485	49,643	17,974	7,489	58%
Total Operating Expenditures	274,037	115,920	1,207,293	2,045,951	5,977,369	4,770,076	20%
OPERATING INCOME	416,589	449,521	3,751,068	2,954,155	3,041,268	709,800	123%
NONOPERATING REVENUES (EXPENSES):							
Interest Revenue	34,973	917	206,245	1,386	15,000	191,245	1375%
Gain or (loss) on sale of property	-	-	388,612	-	-	388,612	
Bonds issued	-	-	-	-	-	-	
Premiums on bonds issued	-	-	-	-	-	-	
Discounts on bonds issued	-	-	-	-	-	-	
Amortization	-	-	-	-	-	-	
Interest and fiscal charges	-	-	(377,198)	(405,428)	(2,633,848)	2,256,650	14%
Total Nonoperating Revenue	34,973	917	217,659	(404,042)	(2,618,848)	2,836,507	-8%
INCOME BEFORE OPERATING TRANSFERS	451,562	450,438	3,968,727	2,550,113	422,420	3,546,307	940%
OPERATING TRANSFERS:							
Operating Transfers In (Out)	-	-	-	-	(422,420)	422,420	0%
CHANGE IN NET ASSETS	451,562	450,438	3,968,727	2,550,113			
NET ASSETS, BEGINNING	(9,277,745)	(7,726,154)	(12,794,910)	(9,825,829)			
NET ASSETS, PROJECTS	- *	-	- *	-			
NET ASSETS, ENDING	<u>\$ (8,826,183)</u>	<u>\$ (7,275,716)</u>	<u>\$ (8,826,183)</u>	<u>\$ (7,275,716)</u>			

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

City of Mansfield, Texas

**Comparative Budget and Cash Analysis
For the Month and Seven Months Ended April 30, 2023 and 2022 (Unaudited)**

Hotel/Motel Occupancy Tax Fund	FY23 MONTH TO DATE	FY22 MONTH TO DATE	FY23 YEAR TO DATE	FY22 YEAR TO DATE	FY23 ORIGINAL BUDGET	FY23 POSITIVE (NEGATIVE) BUDGET	FY23 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Hotel Occupancy Tax	\$ 94,512	\$ 89,109	\$ 452,215	\$ 453,095	\$ 956,000	\$ (503,785)	47.30%
Rental of Facilities	1,400	330	7,370	16,784	-	7,370	0.00%
Interest Income	2,376	155	14,027	233	-	14,027	-
Total Revenues	98,288	89,594	473,612	470,112	956,000	(482,388)	49.54%
<u>EXPENDITURES:</u>							
Mansfield Historical Society	-		-	-	250,000	250,000	0.00%
The LOT	2,400	235	2,400	2,600	150,000	147,600	1.60%
Discover Historic Mansfield - Farr Best Concerts	213		4,005	-	-	(4,005)	0.00%
Mansfield Tourism	27,136	42,710	231,976	232,767	425,700	193,724	54.49%
Pickled Mansfield Society	73,200		73,200	-	73,200	-	100.00%
Mansfield Commission for the Arts	66,932	27,327	113,772	44,079	47,100	(66,672)	241.55%
Wayfinding Program	-		-	4,844	-	-	0.00%
Championship Basketball Reserve	-		10,000	-	10,000	-	100.00%
	-		7,500	8,000	-	(7,500)	0.00%
Total Expenditures	169,881	70,272	442,853	292,290	956,000	513,147	46.32%
Revenues / (Expenditures)	(71,593)	19,322	30,759	177,822	-	30,759	
FUND BALANCE, BEGINNING	2,062,399	1,651,376	1,960,047	1,492,876			
FUND BALANCE, ENDING	\$ 1,990,806	\$ 1,670,698	\$ 1,990,806	\$ 1,670,698			

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Portfolio (Fund)
Report Format: By Transaction
Group By: Portfolio Name
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 4/30/2023

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
1001 - General Fund												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	4.997	8,256,586.74	8,256,586.74	8,256,586.74	8,256,586.74	N/A	1		5.60
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	4,277,685.99	4,277,685.99	4,277,685.99	4,277,685.99	N/A	1		2.90
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	8,760,605.30	8,760,605.30	8,760,605.30	8,760,605.30	N/A	1		5.94
Sub Total / Average 1001 - General Fund				4.873	21,294,878.03	21,294,878.03	21,294,878.03	21,294,878.03		1	0.00	14.44
2003 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	27,295.46	27,295.46	27,295.46	27,295.46	N/A	1		0.02
Sub Total / Average 2003 - Tree Mitigation				4.723	27,295.46	27,295.46	27,295.46	27,295.46		1	0.00	0.02
2006 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	4.829	601,053.78	601,053.78	601,053.78	601,053.78	N/A	1		0.41
Sub Total / Average 2006 - Hotel				4.829	601,053.78	601,053.78	601,053.78	601,053.78		1	0.00	0.41
2104 - ARPA												
CLASS LGIP	CLASS-SLFRF	Local Government Investment Pool	5/27/2021	5.042	1,770,253.59	1,770,253.59	1,770,253.59	1,770,253.59	N/A	1		1.20
Sub Total / Average 2104 - ARPA				5.042	1,770,253.59	1,770,253.59	1,770,253.59	1,770,253.59		1	0.00	1.20
2301 - Mansfield Parks 1/2 Sales Tax												
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	2,352,170.95	2,352,170.95	2,352,170.95	2,352,170.95	N/A	1		1.60
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	2,516,682.98	2,516,682.98	2,516,682.98	2,516,682.98	N/A	1		1.71
Sub Total / Average 2301 - Mansfield Parks 1/2 Sales Tax				4.778	4,868,853.93	4,868,853.93	4,868,853.93	4,868,853.93		1	0.00	3.30
2302 - Mansfield Parks Land Dedication												
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	622,653.93	622,653.93	622,653.93	622,653.93	N/A	1		0.42
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	1,095,994.93	1,095,994.93	1,095,994.93	1,095,994.93	N/A	1		0.74
Sub Total / Average 2302 - Mansfield Parks Land Dedication				4.791	1,718,648.86	1,718,648.86	1,718,648.86	1,718,648.86		1	0.00	1.17

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
3001 - Equipment Replacement												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	1/8/2014	4.829	4,985.42	4,985.42	4,985.42	4,985.42	N/A	1		0.00
Sub Total / Average 3001 - Equipment Replacement				4.829	4,985.42	4,985.42	4,985.42	4,985.42		1	0.00	0.00
3201 - Street Construction												
AIM Invesco MM	AIM	Money Market	9/30/1999	0.240	482,077.90	482,077.90	482,077.90	482,077.90	N/A	1		0.33
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	3,449,778.82	3,449,778.82	3,449,778.82	3,449,778.82	N/A	1		2.34
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	2,016,084.96	2,016,084.96	2,016,084.96	2,016,084.96	N/A	1		1.37
Sub Total / Average 3201 - Street Construction				4.396	5,947,941.68	5,947,941.68	5,947,941.68	5,947,941.68		1	0.00	4.03
3208 - Street Construction 2012 Issue												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	1,562,532.12	1,562,532.12	1,562,532.12	1,562,532.12	N/A	1		1.06
Sub Total / Average 3208 - Street Construction 2012 Issue				4.829	1,562,532.12	1,562,532.12	1,562,532.12	1,562,532.12		1	0.00	1.06
3212 - 2016 Streets Construction												
Nations Funds MM	MF0008	Money Market	8/1/2016	4.723	1,582,612.68	1,582,612.68	1,582,612.68	1,582,612.68	N/A	1		1.07
TexStar LGIP	TEXSTAR	Local Government Investment Pool	8/31/2016	4.829	1,001,891.17	1,001,891.17	1,001,891.17	1,001,891.17	N/A	1		0.68
Sub Total / Average 3212 - 2016 Streets Construction				4.764	2,584,503.85	2,584,503.85	2,584,503.85	2,584,503.85		1	0.00	1.75
3213 - 2017 Streets Construction												
Nations Funds MM	MF0008	Money Market	12/1/2017	4.723	26,641.00	26,641.00	26,641.00	26,641.00	N/A	1		0.02
TexStar LGIP	TEXSTAR	Local Government Investment Pool	12/31/2017	4.829	3,541,170.45	3,541,170.45	3,541,170.45	3,541,170.45	N/A	1		2.40
Sub Total / Average 3213 - 2017 Streets Construction				4.828	3,567,811.45	3,567,811.45	3,567,811.45	3,567,811.45		1	0.00	2.42
3218 Issue 2022A - Streets												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	4.997	17,872,760.20	17,872,760.20	17,872,760.20	17,872,760.20	N/A	1		12.12
Sub Total / Average 3218 Issue 2022A - Streets				4.997	17,872,760.20	17,872,760.20	17,872,760.20	17,872,760.20		1	0.00	12.12
3401 - Building Construction												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	82,029.48	82,029.48	82,029.48	82,029.48	N/A	1		0.06
Sub Total / Average 3401				4.829	82,029.48	82,029.48	82,029.48	82,029.48		1	0.00	0.06

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
- Building Construction												
3404 - Library Expansion												
Nations Funds MM	MF0008	Money Market	8/1/2016	4.723	1,658,232.38	1,658,232.38	1,658,232.38	1,658,232.38	N/A	1		1.12
Sub Total / Average 3404 - Library Expansion				4.723	1,658,232.38	1,658,232.38	1,658,232.38	1,658,232.38		1	0.00	1.12
3410 - PD Headquarters												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	4.997	34,041,510.82	34,041,510.82	34,041,510.82	34,041,510.82	N/A	1		23.09
Sub Total / Average 3410 - PD Headquarters				4.997	34,041,510.82	34,041,510.82	34,041,510.82	34,041,510.82		1	0.00	23.09
3412 - ACO/Service Center												
LOGIC LGIP	LOGIC-CO2022A	Local Government Investment Pool	12/15/2022	4.997	1,017,926.89	1,017,926.89	1,017,926.89	1,017,926.89	N/A	1		0.69
Sub Total / Average 3412 - ACO/Service Center				4.997	1,017,926.89	1,017,926.89	1,017,926.89	1,017,926.89		1	0.00	0.69
3901 - TIF												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	4.997	3,096,220.04	3,096,220.04	3,096,220.04	3,096,220.04	N/A	1		2.10
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	1,529,486.59	1,529,486.59	1,529,486.59	1,529,486.59	N/A	1		1.04
Sub Total / Average 3901 - TIF				4.942	4,625,706.63	4,625,706.63	4,625,706.63	4,625,706.63		1	0.00	3.14
4001 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	457,217.13	457,217.13	457,217.13	457,217.13	N/A	1		0.31
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	55,493.65	55,493.65	55,493.65	55,493.65	N/A	1		0.04
Sub Total / Average 4001 - Debt Services				4.735	512,710.78	512,710.78	512,710.78	512,710.78		1	0.00	0.35
4501 - Economic Development												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	4.997	4,128,293.36	4,128,293.36	4,128,293.36	4,128,293.36	N/A	1		2.80
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	156,175.29	156,175.29	156,175.29	156,175.29	N/A	1		0.11
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	858,419.28	858,419.28	858,419.28	858,419.28	N/A	1		0.58
Sub Total / Average 4501 - Economic Development				4.961	5,142,887.93	5,142,887.93	5,142,887.93	5,142,887.93		1	0.00	3.49
4502 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	238,637.32	238,637.32	238,637.32	238,637.32	N/A	1		0.16

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average 4502 - MEDC I&S Fund				4.829	238,637.32	238,637.32	238,637.32	238,637.32		1	0.00	0.16
4506 - MEDC Construction												
Nations Funds MM	MF0008	Money Market	7/2/2018	4.723	1,641,968.39	1,641,968.39	1,641,968.39	1,641,968.39	N/A	1		1.11
TexStar LGIP	TEXSTAR	Local Government Investment Pool	7/31/2018	4.829	1,739,986.07	1,739,986.07	1,739,986.07	1,739,986.07	N/A	1		1.18
Sub Total / Average 4506 - MEDC Construction				4.778	3,381,954.46	3,381,954.46	3,381,954.46	3,381,954.46		1	0.00	2.29
5101 - Drainage Utility Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	1,027,515.22	1,027,515.22	1,027,515.22	1,027,515.22	N/A	1		0.70
Sub Total / Average 5101 - Drainage Utility Fund				4.829	1,027,515.22	1,027,515.22	1,027,515.22	1,027,515.22		1	0.00	0.70
5201 - Water & Sewer												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	4.997	5,160,366.71	5,160,366.71	5,160,366.71	5,160,366.71	N/A	1		3.50
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	5,001,096.33	5,001,096.33	5,001,096.33	5,001,096.33	N/A	1		3.39
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	11,622,629.15	11,622,629.15	11,622,629.15	11,622,629.15	N/A	1		7.88
Sub Total / Average 5201 - Water & Sewer				4.845	21,784,092.19	21,784,092.19	21,784,092.19	21,784,092.19		1	0.00	14.77
5211 - Revenue Bond Reserve												
Nations Funds MM	MF0008	Money Market	4/11/2012	4.723	3,087,867.85	3,087,867.85	3,087,867.85	3,087,867.85	N/A	1		2.09
Sub Total / Average 5211 - Revenue Bond Reserve				4.723	3,087,867.85	3,087,867.85	3,087,867.85	3,087,867.85		1	0.00	2.09
5220 - Utility Construction Fund 28												
Nations Funds MM	MF0008	Money Market	10/25/1999	4.723	1,495,555.16	1,495,555.16	1,495,555.16	1,495,555.16	N/A	1		1.01
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	4.829	7,524,049.63	7,524,049.63	7,524,049.63	7,524,049.63	N/A	1		5.10
Sub Total / Average 5220 - Utility Construction Fund 28				4.812	9,019,604.79	9,019,604.79	9,019,604.79	9,019,604.79		1	0.00	6.12
Total / Average				4.882	147,442,195.11	147,442,195.11	147,442,195.11	147,442,195.11		1	0.00	100

City of Mansfield
Portfolio Holdings
Tracker Portfolio Set Up - by Issuer
Report Format: By Transaction
Group By: Issuer
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 4/30/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
AIM Invesco												
AIM Invesco MM	AIM	9/30/1999	0.240	482,077.90	482,077.90	482,077.90	482,077.90	N/A	1		0.33	3201 - Street Construction
Sub Total / Average AIM Invesco			0.240	482,077.90	482,077.90	482,077.90	482,077.90		1	0.00	0.33	
CLASS												
CLASS LGIP	CLASS-SLFRF	5/27/2021	5.042	1,770,253.59	1,770,253.59	1,770,253.59	1,770,253.59	N/A	1		1.20	2104 - ARPA
Sub Total / Average CLASS			5.042	1,770,253.59	1,770,253.59	1,770,253.59	1,770,253.59		1	0.00	1.20	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	4.997	5,160,366.71	5,160,366.71	5,160,366.71	5,160,366.71	N/A	1		3.50	5201 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	4.997	8,256,586.74	8,256,586.74	8,256,586.74	8,256,586.74	N/A	1		5.60	1001 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	4.997	4,128,293.36	4,128,293.36	4,128,293.36	4,128,293.36	N/A	1		2.80	4501 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	4.997	3,096,220.04	3,096,220.04	3,096,220.04	3,096,220.04	N/A	1		2.10	3901 - TIF
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	4.997	17,872,760.20	17,872,760.20	17,872,760.20	17,872,760.20	N/A	1		12.12	3218 Issue 2022A - Streets
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	4.997	34,041,510.82	34,041,510.82	34,041,510.82	34,041,510.82	N/A	1		23.09	3410 - PD Headquarters
LOGIC LGIP	LOGIC-CO2022A	12/15/2022	4.997	1,017,926.89	1,017,926.89	1,017,926.89	1,017,926.89	N/A	1		0.69	3412 - ACO/Service Center
Sub Total / Average LOGIC			4.997	73,573,664.76	73,573,664.76	73,573,664.76	73,573,664.76		1	0.00	49.90	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	4.723	5,001,096.33	5,001,096.33	5,001,096.33	5,001,096.33	N/A	1		3.39	5201 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	4.723	3,449,778.82	3,449,778.82	3,449,778.82	3,449,778.82	N/A	1		2.34	3201 - Street Construction
Nations Funds MM	MF0008	10/25/1999	4.723	4,277,685.99	4,277,685.99	4,277,685.99	4,277,685.99	N/A	1		2.90	1001 - General Fund
Nations Funds MM	MF0008	10/25/1999	4.723	156,175.29	156,175.29	156,175.29	156,175.29	N/A	1		0.11	4501 - Economic Development
Nations Funds MM	MF0008	10/25/1999	4.723	1,495,555.16	1,495,555.16	1,495,555.16	1,495,555.16	N/A	1		1.01	5220 - Utility Construction Fund 28
Nations Funds MM	MF0008	10/25/1999	4.723	27,295.46	27,295.46	27,295.46	27,295.46	N/A	1		0.02	2003 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	4.723	2,352,170.95	2,352,170.95	2,352,170.95	2,352,170.95	N/A	1		1.60	2301 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	10/25/1999	4.723	457,217.13	457,217.13	457,217.13	457,217.13	N/A	1		0.31	4001 - Debt Services
Nations Funds MM	MF0008	10/25/1999	4.723	622,653.93	622,653.93	622,653.93	622,653.93	N/A	1		0.42	2302 - Mansfield Parks Land Dedication

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
Nations Funds MM	MF0008	4/11/2012	4.723	3,087,867.85	3,087,867.85	3,087,867.85	3,087,867.85	N/A	1		2.09	5211 - Revenue Bond Reserve
Nations Funds MM	MF0008	8/1/2016	4.723	1,658,232.38	1,658,232.38	1,658,232.38	1,658,232.38	N/A	1		1.12	3404 - Library Expansion
Nations Funds MM	MF0008	8/1/2016	4.723	1,582,612.68	1,582,612.68	1,582,612.68	1,582,612.68	N/A	1		1.07	3212 - 2016 Streets Construction
Nations Funds MM	MF0008	12/1/2017	4.723	26,641.00	26,641.00	26,641.00	26,641.00	N/A	1		0.02	3213 - 2017 Streets Construction
Nations Funds MM	MF0008	7/2/2018	4.723	1,641,968.39	1,641,968.39	1,641,968.39	1,641,968.39	N/A	1		1.11	4506 - MEDC Construction
Sub Total / Average Nations Funds			4.723	25,836,951.36	25,836,951.36	25,836,951.36	25,836,951.36		1	0.00	17.52	
TexStar												
TexStar LGIP	TEXSTAR	11/2/2012	4.829	238,637.32	238,637.32	238,637.32	238,637.32	N/A	1		0.16	4502 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	4.829	11,622,629.15	11,622,629.15	11,622,629.15	11,622,629.15	N/A	1		7.88	5201 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	4.829	82,029.48	82,029.48	82,029.48	82,029.48	N/A	1		0.06	3401 - Building Construction
TexStar LGIP	TEXSTAR	11/2/2012	4.829	2,016,084.96	2,016,084.96	2,016,084.96	2,016,084.96	N/A	1		1.37	3201 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	4.829	8,760,605.30	8,760,605.30	8,760,605.30	8,760,605.30	N/A	1		5.94	1001 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	4.829	858,419.28	858,419.28	858,419.28	858,419.28	N/A	1		0.58	4501 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	4.829	7,524,049.63	7,524,049.63	7,524,049.63	7,524,049.63	N/A	1		5.10	5220 - Utility Construction Fund 28
TexStar LGIP	TEXSTAR	11/2/2012	4.829	1,529,486.59	1,529,486.59	1,529,486.59	1,529,486.59	N/A	1		1.04	3901 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	4.829	2,516,682.98	2,516,682.98	2,516,682.98	2,516,682.98	N/A	1		1.71	2301 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	4.829	1,562,532.12	1,562,532.12	1,562,532.12	1,562,532.12	N/A	1		1.06	3208 - Street Construction 2012 Issue
TexStar LGIP	TEXSTAR	11/2/2012	4.829	1,095,994.93	1,095,994.93	1,095,994.93	1,095,994.93	N/A	1		0.74	2302 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	4.829	55,493.65	55,493.65	55,493.65	55,493.65	N/A	1		0.04	4001 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	4.829	1,027,515.22	1,027,515.22	1,027,515.22	1,027,515.22	N/A	1		0.70	5101 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	1/8/2014	4.829	4,985.42	4,985.42	4,985.42	4,985.42	N/A	1		0.00	3001 - Equipment Replacement
TexStar LGIP	TEXSTAR	11/30/2014	4.829	601,053.78	601,053.78	601,053.78	601,053.78	N/A	1		0.41	2006 - Hotel
TexStar LGIP	TEXSTAR	8/31/2016	4.829	1,001,891.17	1,001,891.17	1,001,891.17	1,001,891.17	N/A	1		0.68	3212 - 2016 Streets Construction
TexStar LGIP	TEXSTAR	12/31/2017	4.829	3,541,170.45	3,541,170.45	3,541,170.45	3,541,170.45	N/A	1		2.40	3213 - 2017 Streets Construction
TexStar LGIP	TEXSTAR	7/31/2018	4.829	1,739,986.07	1,739,986.07	1,739,986.07	1,739,986.07	N/A	1		1.18	4506 - MEDC Construction
Sub Total / Average TexStar			4.829	45,779,247.50	45,779,247.50	45,779,247.50	45,779,247.50		1	0.00	31.05	
Total / Average			4.882	147,442,195.11	147,442,195.11	147,442,195.11	147,442,195.11		1	0.00	100	

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

CITYWIDE SALES TAX (\$0.02)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 3,270,780	\$ 3,471,548	\$ 200,768	6.14%
December	\$ 2,682,870	\$ 3,453,084	\$ 770,214	28.71%
January	\$ 2,867,168	\$ 3,074,428	\$ 207,260	7.23%
February	\$ 3,684,256	\$ 4,146,610	\$ 462,354	12.55%
March	\$ 2,562,522	\$ 2,885,196	\$ 322,674	12.59%
April	\$ 2,256,496	\$ 2,757,196	\$ 500,700	22.19%
May	\$ -	\$ -	\$ -	0.00%
June	\$ -	\$ -	\$ -	0.00%
July	\$ -	\$ -	\$ -	0.00%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 17,324,092	\$ 19,788,062	\$ 2,463,970	14.22%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

GENERAL FUND (\$0.01)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 1,635,390	\$ 1,735,774	\$ 100,384	6.14%
December	\$ 1,341,435	\$ 1,726,542	\$ 385,107	28.71%
January	\$ 1,433,584	\$ 1,537,214	\$ 103,630	7.23%
February	\$ 1,842,128	\$ 2,073,305	\$ 231,177	12.55%
March	\$ 1,281,261	\$ 1,442,598	\$ 161,337	12.59%
April	\$ 1,128,248	\$ 1,378,598	\$ 250,350	22.19%
May	\$ -	\$ -	\$ -	0.00%
June	\$ -	\$ -	\$ -	0.00%
July	\$ -	\$ -	\$ -	0.00%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 8,662,046	\$ 9,894,031	\$ 1,231,985	14.22%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ -	\$ -	\$ -	0.00%
June	\$ -	\$ -	\$ -	0.00%
July	\$ -	\$ -	\$ -	0.00%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 4,331,023	\$ 4,947,016	\$ 615,993	14.22%

**CITY OF MANSFIELD, TEXAS
SALES TAX REPORT**

FISCAL YEAR 2023

MANSFIELD PUBLIC FACILITIES DEVELOPMENT CORPORATION FUND (\$0.005)

Collections by Month	Actual Prior Year	Actual Current Year	Dollar Variance	Percentage Variance
November	\$ 817,695	\$ 867,887	\$ 50,192	6.14%
December	\$ 670,718	\$ 863,271	\$ 192,554	28.71%
January	\$ 716,792	\$ 768,607	\$ 51,815	7.23%
February	\$ 921,064	\$ 1,036,653	\$ 115,589	12.55%
March	\$ 640,631	\$ 721,299	\$ 80,669	12.59%
April	\$ 564,124	\$ 689,299	\$ 125,175	22.19%
May	\$ -	\$ -	\$ -	0.00%
June	\$ -	\$ -	\$ -	0.00%
July	\$ -	\$ -	\$ -	0.00%
August	\$ -	\$ -	\$ -	0.00%
September	\$ -	\$ -	\$ -	0.00%
October	\$ -	\$ -	\$ -	0.00%
Total	\$ 4,331,023	\$ 4,947,016	\$ 615,993	14.22%



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5391

Agenda Date: 6/12/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Amending Title XI "Business Regulations" of the Code of Mansfield, Texas; Creating a New Chapter 117 Establishing Regulations for the Use of Portable On Demand Storage Units; Establishing a Permit for the Placement of Such Units; Providing for the Revocation of Such Permits; Providing for Fees Related to Chapter 117; Providing for the Repeal of All Ordinances in Conflict; Providing a Severability Clause; Providing a Penalty Fine not to Exceed the Sum of Five Hundred (\$500.00) Dollars for Each Offense; Providing for Publication; and Providing an Effective Date

Requested Action

Discussion and Consideration of Proposed Ordinance.

Recommendation

Approval of Proposed Ordinance.

Description/History

The City Council has determined that portable on demand storage units are being utilized for extended periods of time despite the fact that such units are intended and designed for temporary use.

Justification

The improper usage, maintenance and placement of these units can impact the overall health, safety and welfare of the City of Mansfield. The adoption of the proposed ordinance would allow for the implementation of regulations for these types of units, with the goals of both allowing a unified standard for these types of units and allowing for ease of compliance for citizens.

Funding Source

N/A

Prepared By

Nicolette Ricciuti,
Director of Regulatory Compliance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI “BUSINESS REGULATIONS” OF THE CODE OF MANSFIELD, TEXAS, BY CREATING A NEW CHAPTER 117 ESTABLISHING REGULATIONS FOR THE USE OF PORTABLE ON DEMAND STORAGE UNITS; ESTABLISHING A PERMIT FOR THE PLACEMENT OF SUCH UNITS; PROVIDING FOR THE REVOCATION OF SUCH PERMITS; DECLARING A NUISANCE; PROVIDING FOR FEES RELATED TO CHAPTER 117; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council has determined that portable on demand storage units are being utilized for extended periods of time despite the fact that such units are intended and designed for temporary use; and,

WHEREAS, the improper usage, maintenance and placement of these units can impact the overall health, safety and welfare of the citizens of the City of Mansfield; and,

WHEREAS, the City Council desires to implement proper and appropriate regulations for these types of units, with the goals of both allowing a unified standard for these types of units and allowing for ease of compliance for its citizens; and,

WHEREAS, the City Council finds that it is in the best interest of the public health, safety, comfort, and general welfare that the use of such units be regulated.

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

SECTION 1.

Title XI, “Business Regulations,” of the Code of Mansfield, Texas is hereby amended by creating a new Chapter 117, “Portable On Demand Storage Units” to read as follows:

“CHAPTER 117: PORTABLE ON DEMAND STORAGE UNITS

§117.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Mansfield, Texas.

CITY MANAGER. The City Manager of the City of Mansfield, Texas or his/her designee.

DIRECTOR. The Director of the Regulatory Compliance Department.

IMPROVED SURFACE. A surface area providing a stable base in an area not subject to water run-off and/or flooding.

PORTABLE ON DEMAND STORAGE UNIT or PODS. Any box-like container, storage unit, shed-like container or other portable structure transportable by truck, tractor or other vehicle that can be, or is, used for the storage of personal property of any kind on a temporary basis and which is located for such purposes on residentially-zoned properties, or on properties the primary use of which is residential or mixed-use, outside an enclosed building. Also typically known as PODS, MODS, etc.

REGULATORY COMPLIANCE DEPARTMENT. The Regulatory Compliance Department and its authorized representatives, acting through the City Manager or their designated representative.

§117.02 PERMIT REQUIRED.

(A) It shall be unlawful for any person to park, place, store, locate or allow the placement of a PODS or similar unit on any property within the city without first submitting an application and obtaining a permit for the placement of said PODS or similar unit from the Regulatory Compliance Department.

(B) The permit shall be for a time period not to exceed thirty (30) days during which time the unit may be kept on the property. The 30 days shall include loading and unloading time. No more than one permit may be issued for any lot or parcel of property in any twelve (12) month period.

(C) An extension of the permit may be granted by the Regulatory Compliance Department and subject to conditions, for a reasonable additional period in an amount not to exceed thirty (30) days.

§117.03 PLACEMENT OF PODS RESTRICTED.

(A) It shall be unlawful for any person to park, place, store, locate or allow the placement of a PODS or similar unit in or upon any street, highway, roadway, designated fire lane or sidewalk in the city.

(B) It shall be unlawful for any person to park, place, store, locate or allow the placement of a PODS or similar unit upon any lot or property in the city without first having obtained a permit as required in this chapter.

§117.04 REGULATIONS OF PORTABLE ON DEMAND STORAGE UNITS.

(A) A PODS or similar unit shall be situated so as to:

(1) Not obstruct vehicular or pedestrian traffic;

- (2) Minimize the potential for interference with sight lines for motorists on adjoining streets and nearby driveways;
 - (3) Not encroach into drainage easements/areas or rights-of-way;
- (4) Not cause a person lawfully using the sidewalk to have to detour into the street in order to get around the unit;
- (5) Not cause hazardous conditions, constitute a threat to public safety, or create a condition detrimental to the surrounding land use and development; and
 - (6) If possible, toward the rear of the property line.

(B) A PODS or similar unit shall have a valid permit affixed to it in a conspicuous location for the duration of the unit's placement.

(C) A PODS or similar unit shall be placed on an improved surface.

(D) Not more than one (1) PODS or similar unit shall be parked, placed, stored, or located on any single lot or parcel of land.

(E) A PODS or similar unit shall not be stacked on top of another or on top of any other object.

(F) A PODS or similar unit shall be secured from entry by children and the general public when not attended.

§117.05 PERMIT FEE.

For the purpose of defraying the administrative costs of processing the application and ensuring compliance with this chapter, a non-refundable fee of five dollars (\$5.00) shall be paid with the submission of a permit application under this chapter.

§117.06 NOTICE OF DENIAL OR REVOCATION; RIGHT OF APPEAL.

(A) The Regulatory Compliance Department may revoke a permit issued pursuant to this chapter if a PODS or similar unit fails to remain in compliance with any regulations of this chapter. A permit that has been revoked shall still be included in determining the maximum number of permits that may be issued according to this chapter in any twelve (12) month period.

(B) If, after investigation, the Regulatory Compliance Department determines that revocation or denial of a permit is appropriate, the Regulatory Compliance Department shall notify the applicant or permittee in writing of the determination and the reason for the denial or revocation.

(C) The applicant or permittee, not later than the 15th day after the date the applicant or permittee is notified of the determination, may appeal the denial or revocation by filing of a notice of appeal with the Director. The Director shall consider the determination made by the Regulatory Compliance Department and may receive and consider information from the applicant or permittee. The Director shall render a decision either affirming or reversing the Regulatory

Compliance Department's determination within 10 days from the date the notice of appeal is filed and shall notify the applicant or permittee of the decision in writing.

(D) The applicant or permittee, not later than the 15th day after the date the applicant or permittee is notified of the Director's decision, may appeal the Director's decision affirming the determination to the City Manager by filing a notice of appeal with the Director. The City Manager shall consider information submitted by the Regulatory Compliance Department and may receive and consider information from the applicant or permittee. The City Manager shall render a decision either affirming or reversing the determination of denial or revocation within 10 days from the date the notice of appeal of the Director's decision is filed and shall notify the applicant or permittee of the City Manager's decision in writing.

(E) A notice of appeal filed under section shall be filed with the Director and shall include the following:

- (1) the name, address, phone number and email address of the applicant or permittee;
- (2) a designation of whether the applicant or permittee prefers to receive notices by regular mail or by email;
- (3) an explanation of the reason why the applicant or permittee disagrees with the determination or decision being appealed; and
- (4) a copy of the determination or decision being appealed.

§117.07 ABATEMENT OF VIOLATIONS.

(A) It shall be considered a public nuisance for a PODS or similar unit to be parked, placed, stored, located, used, or maintained in any manner contrary to this chapter and the city shall have the authority to abate any such violations.

(B) A PODS or similar unit that is not removed at the expiration of a permit, or after fifteen (15) days upon revocation of a permit by the Regulatory Compliance Department, the Regulatory Compliance Department may remove the PODS or similar unit from the property.

(C) The Regulatory Compliance Department may remove immediately and without notice a PODS or similar unit that is an immediate danger to health, life or safety of any person.

(D) Prior to abatement or removal of a PODS or similar unit under this section, the Regulatory Compliance Department shall send a written notice to the permittee or he owner of the property where it is located that states that if the violations are not corrected within ten (10) days from the date of the notice the Regulatory Compliance Department will abate the violations and remove the PODS or similar unit.

(E) At the expiration of ten days after notification, the Regulatory Compliance Department may do such work as necessary or cause the same to be done in order that the PODS or similar unit is removed.

(F) If the Regulatory Compliance Department abates a violation under this chapter by removing a PODS or similar unit, the Regulatory Compliance Department may pay for the work and cause the expense thereof and a reasonable administrative fee to be assessed against the property where the PODS or similar unit was located or which the PODS or similar unit was serving. A bill for the actual cost incurred by the Regulatory Compliance Department for the abatement and a reasonable administrative fee shall be sent to the permittee or owner of the property where it was located or which the PODS or similar unit was serving. If the bill has not been satisfied within 30 days of the date the bill was sent, the Regulatory Compliance Department may file a statement with the County Clerk of the expenses incurred in the abatement and a reasonable administrative fee, and the City shall have a privilege lien on the property upon which the expense was incurred, second only to tax liens and liens for street improvements, and 10% per annum interest on the amount from the date the payment is due.

(G) For a lien established under this section, the City may bring a suit to recover the amount secured by the lien, and the City may seek foreclosure on the property subject to the lien. The statement of costs filed with the County Clerk under this section shall be prima facie proof in a suit brought under this section of the amount expended by the City for the work performed.

§§ 117.08-117.98. RESERVED.

§117.99 PENALTY.

In addition to any other enforcement remedies that the city may have under this chapter, other City ordinances or other applicable law, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall be fined not more than \$500 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.”

SECTION 2.

All fees established by Chapter 117 of the Code of Mansfield, Texas or this ordinance shall be set forth in the Regulatory Compliance Department Fee Schedule.

SECTION 3.

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

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective, or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, such voiding, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses,

sentences, paragraphs and sections hereof, since the same would have been enacted by the City Council without the incorporation of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

Any person, firm or corporation who violates any provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court of the City of Mansfield, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6.

The caption and penalty clause of this ordinance shall be published in compliance with Section 3.13 of the City Charter.

SECTION 7.

All rights and remedies of the City of Mansfield are expressly saved as to any and all violations of the provisions of the Code of Mansfield, Texas, as amended, or any other ordinances affecting the subject matter of this ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

This ordinance shall take effect immediately from and after its passage on the first and final reading and publication as required by law, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5386

Agenda Date: 6/12/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Selecting Neltex Development Pursuant to Texas Local Government Code Ch. 271, and Authorizing the City Manager, or his Designee, to Negotiate an Exclusive Negotiating Agreement Between the City of Mansfield, Texas, and Neltex Development for New Public Facilities at the Lone Star 360 Development; and Providing an Effective Date

Requested Action

Consider Approval Selecting Neltex Development

Recommendation

Approve the Selection of Neltex Development Pursuant to Texas Local Government Code Ch. 271, and Authorizing the City Manager, or his Designee, to Negotiate an Exclusive Negotiating Agreement Between the City of Mansfield, Texas, and Neltex Development for New Public Facilities at the Lone Star 360 Development; and Providing an Effective Date.

Description/History

Since December 2021, staff has been working on a potential sports and entertainment development, also known as Harvest Point. As part of the process, staff has worked with Neltex Sports as a potential operator of the multi-sports venue to deliver USL Men's soccer, Professional Rugby, and concerts and events, among other potential offerings. As of last fall, 2022, City Council authorized an agreement between the City and Hunden Strategic Partners to study the market feasibility, economic impact, and financial requirements to deliver on the Harvest Point mixed-use development.

The results of the study illustrated sufficient demand to move forward in the process and as a result, staff issued a Request for Qualifications for infrastructure developers to propose on regarding the development of the public infrastructure. This included the stadium itself, potentially a conference center, and a performing arts center, as funding would allow.

Staff received two fully responsive proposals from Hunt and Neltex. Each group provided their similarly constructed projects and approach. While both proposals represent extremely qualified developers, the team that staff recommends moving forward with brings an ultimate advantage; as they are proposing to deliver a USL Championship level team to the stadium, and to operate the stadium a minimum of 150 days per year.

For that reason, staff recommends City Council approve an exclusive negotiating agreement

with Neltex Development to proceed with the predevelopment process and to develop the funding model to bring the project to fruition.

It should be noted that this agreement does not guarantee that the City will move forward with the funding, or construction of any of the public infrastructure items listed above. Those factors will be determined at the end of the predevelopment phase and brought back to City Council for direction to proceed or not.

Justification

This agreement will move us one step closer to developing a multi-sports venue that is contemplated to be delivered in early 2026.

Funding Source

TIRZ #4

Prepared By

Jason Moore, Executive Director of Economic Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, SELECTING NELTEX DEVELOPMENT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 271, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF MANSFIELD, TEXAS, AND NELTEX DEVELOPMENT FOR NEW PUBLIC FACILITIES AT THE LONE STAR 360 DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City received and considered responses from qualified developers as required by to RFQ 2023-85-10-01; and,

WHEREAS, upon full review and consideration of the proposals, presentations, and discussions thereafter, and all matters attendant and related thereto, the City Council finds that Neltex Development is the most highly qualified and experienced provider of services for the development of new public facilities at the Lone Star 360 Development; and,

WHEREAS, the selection of Neltex Development, pursuant to Texas Local Government Code Ch. 271, is made in the exercise of the City's governmental functions, and the City Council finds that it is in the best interest of the general public to negotiate exclusively with Neltex Development to establish the terms and conditions for a project development agreement related to the development of new public facilities at the Lone Star 360 Development, such as a stadium, performing arts center, conference center, and other related improvements to real property.

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

SECTION 1.

The findings and recitals above are true and correct and are incorporated into and made a part of this Resolution as if fully set forth herein.

SECTION 2.

The selection of Neltex Development, pursuant to Texas Local Government Code Ch. 271, for exclusive negotiations related to the development of new public facilities at the Lone Star 360 Development is found to be in the best interest of the City of Mansfield and its citizens and is approved.

SECTION 3.

The City Manager, or his designee, is authorized to negotiate an exclusive negotiating agreement between the City of Mansfield and Neltex Development related to new public facilities at the Lone Star 360 Development.

SECTION 4.

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

PASSED AND APPROVED THIS THE 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5408

Agenda Date: 6/12/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving an Agreement for the Sale and Delivery of Treated Water to a Wholesale Customer - Mountain Peak Special Utility District

Requested Action

Consider the Resolution authorizing the City Manager to execute an Agreement for the Sale and Delivery of Treated Water to Mountain Peak Special Utility District.

Recommendation

Staff recommends approval of the Resolution.

Description/History

A wholesale water contract with MPSUD was first presented to the council on October 14th of, 2019. Council directed us to begin negotiating contract terms with MPSUD. Over the past several years, MPSUD has needed resources faster than a wholesale agreement with Mansfield could provide, leading them to acquire some capacity by improving their current wells and through a separate wholesale agreement with Johnson County Special Utility District.

Utilizing the same agreement structure and rate methodology with JCSUD and GP, MPSUD has agreed to contract terms to include 1 million gallons of water per day initially. During the 20-year term of the agreement, MPSUD and Mansfield would plan for up to 10 MGD. The 1 MGD initial take has minimal impact on our current system capacity and will not change our current Capital Improvement Plan. The growth in demand to 10 MGD will be planned through our water master plan, and the cost will be programmed into our CIP and MPSUD's cost of service.

Justification

Expansive growth is taking place in the Dallas-Fort Worth Metroplex and the service areas of Mansfield and neighboring communities. This growth is driving the need for additional water supply. Mansfield is uniquely positioned with water resource availability and our water treatment plant. We have built and are expanding our treatment plant to meet the max day demand. Our max day demand generally occurs in or around August and is primarily driven by single-family residential irrigation use. Our peaking factor is over two times our average daily flow. What this means is that we generally have treatment capacity sitting idle and not producing water or revenue.

In 2006 the City began negotiating wholesale agreements with the Johnson County Special Utility District and the City of Grand Prairie. In 2014 we started to see the value of wholesale

water as our wholesale customer's flows began increasing. Since then, we have experienced an increase in our average daily consumption and no net effect on our max day demand. This tells us that we are selling water that would have sat idle in unused capacity at the plant. Since 2014 wholesale water has generated over twenty-five million dollars in revenue.

Funding Source

N/A

Prepared By

Jeff Price, Executive Director of Public Works
817-728-3602

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING AN AGREEMENT FOR THE SALE AND DELIVERY OF TREATED WATER TO A WHOLESALE CUSTOMER – MOUNTAIN PEAK SPECIAL UTILITY DISTRICT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE

WHEREAS, The City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and extra territorial jurisdiction (ETJ) extending into portions of Ellis, Johnson, and Tarrant Counties, Texas; and,

WHEREAS, Mountain Peak Special Utility District (District) is a special utility district operating under and governed by the laws of the State of Texas, with its certificated service area extending into portions of Ellis, Johnson, and Tarrant Counties, Texas; and,

WHEREAS, City owns and operates a public drinking water system supplied entirely by the City surface water treatment plant, and, at the present time, City has available capacity in its system to supply Treated Water; and,

WHEREAS, City and District have a shared interest in ensuring that the utility customers of City and District have adequate and dependable water service available; and,

WHEREAS, City and District have negotiated and wish to enter into and agree that the terms, conditions and considerations of the negotiated agreement for the sale and delivery of treated water are fair, just and reasonable and will mutually benefit the Parties and serve the public interest.

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

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.

That an agreement for the sale and delivery of treated water between the City and District in substantially the same form as attached is hereby approved.

SECTION 3.

That 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.

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

SECTION 5.

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

PASSED AND APPROVED THIS THE 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**AGREEMENT FOR THE SALE AND DELIVERY
OF TREATED WATER – WHOLESALE CUSTOMER
MOUNTAIN PEAK SPECIAL UTILITY DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT (the “Agreement”) entered into this ____ day of _____, 2023 by and between authorized representatives of the City of Mansfield, a home rule municipality operating under and governed by the laws and Constitution of the State of Texas (“Mansfield”) and District (“District”), are hereinafter collectively referred to as the “Parties”, evidences a binding agreement between the Parties regarding the purchase of treated water. For good and valuable consideration and in consideration of the agreements contained in this Agreement, the adequacy, receipt, and sufficiency of which are acknowledged, the Parties hereby agree as follows:

RECITALS

WHEREAS, Mansfield is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and ETJ extending into portions of Ellis, Johnson and Tarrant Counties, Texas; and

WHEREAS, District is a special utility district operating under and governed by the laws of the State of Texas, with its certificated service area extending into portions of Ellis and Johnson Counties, Texas; and

WHEREAS, at the present time, Mansfield has available a supply of Raw Water from which it can provide Treated Water, and owns, operates, and maintains facilities for storing, treating and transmitting Treated Water; and

WHEREAS, the Parties desire to cooperate to insure that the utility customers of Mansfield and District have adequate and dependable utility service available; and

WHEREAS, Mansfield and District concur that the terms, conditions and considerations stated herein are fair, just and reasonable and will mutually benefit the Parties and serve the public interest; and

NOW, THEREFORE, pursuant to *Chapter 791, Texas Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

**ARTICLE 1
FINDINGS AND PURPOSE**

1.1 Recitals. The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.

1.2 No Grant of Equity or Ownership. Unless otherwise stated, no provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this Agreement, nor any acts of the Parties hereunder, nor District's payments, shall be construed as granting to or otherwise vesting District any right, title, interest, or equity in the Mansfield Raw Water System nor in the Mansfield Treated Water System or any element thereof.

1.3 Purpose. This Agreement provides the terms and conditions whereby Treated Water may be purchased by District from Mansfield, for which District agrees to pay for all costs of said water as further defined within this agreement.

ARTICLE 2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions. The following terms and expressions used in this Agreement, unless the context indicates otherwise, shall mean:

Agreement means this "Agreement For The Sale And Delivery of Treated Water – Wholesale Customer – Mountain Peak Special Utility District" and any subsequent amendments agreed to in writing by the Parties.

AWWA means the American Water Works Association.

Business Day means any Day other than Saturdays, Sundays and Days on which banks in Mansfield are required or permitted to be closed for all or part of their customary hours of operation.

CCN means certificate of convenience and necessity.

Cost of Service Study means that study performed pursuant to Article 5.2(c) of this Agreement.

Cost of the System means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the Mansfield Raw Water System and the Mansfield Treated Water System. The costs of property, interests in property, water and water rights, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, treatment and other facilities, equipment, telemetry, machinery, pumps, pipes, tanks, lines, meters, taps, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses, amounts for an operation and maintenance reserve fund, amounts for a debt service reserve fund, amounts for principal and interest on bonds issued by Mansfield to pay for the Costs of the System, amounts required for bond coverage reflective of Mansfield's policies and obligations to pay for Costs of the System, bond issuance expenses, amounts for working capital, appropriate general and administrative costs of Mansfield and other similar or dissimilar expenses and costs required for the Mansfield Raw Water System and the Mansfield Treated Water System.

Day means a 24-hour period from 12:00 a.m. to 11:59 p.m.

Delivery Point means the mutually agreed upon point at which Mansfield agrees to deliver, and District agrees to receive, Treated Water under this Agreement.

Demand Charge means the annualized payment amount to be paid in monthly installments for each Rate Year, calculated based on the Demand Rate applied to the Maximum Day Demand.

Demand Rate means the dollar amount per million gallons per day (MGD) applied to the greater of District's Maximum Day Demand or Initial Maximum Day Demand to calculate the Demand Charge.

Effective Date means the last date of the execution of this Agreement by the Parties.

Emergency means a bona-fide Force Majeure emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage, such as might result from a major fire or a major water main break, or by circumstances beyond the Parties' control.

ETJ means extraterritorial jurisdiction.

Excess Demand Charge means the charge assessed against District for exceeding the Maximum Allowed Rate of Flow as provided in Article 5.3(d) of this Agreement.

Expiration Date means the date which is twenty (20) years after the effective date of this Agreement as specified in Article 8.1, absent the renewal of this Agreement.

Fiscal Year is the fiscal year of Mansfield from October 1 through September 30.

Initial Maximum Day Demand means the estimated daily maximum usage specified in Article 5.2(a) of this Agreement.

Initial Rates means the rates set under Article 5.2(a) of this Agreement.

Mansfield Raw Water System means all facilities, structures, improvements, property, rights, certificates of adjudication, permits, licenses, contracts and other property of any nature whatsoever, now or hereafter owned by Mansfield, in connection with the storage, diversion, transportation, and delivery of Raw Water.

Mansfield Treated Water System means all facilities, structures, improvements, property, rights, permits, licenses, and other property of any nature whatsoever, now or hereafter owned by Mansfield, in connection with the diversion, storage, transportation, treatment, and delivery of Treated Water.

Maximum Allowed Daily Demand means a Maximum Day Usage of 10.0 MGD throughout the term of this Agreement, unless a mutually agreed upon change is made by the Parties in writing.

Maximum Allowed Rate of Flow means the maximum allowed usage on a per minute basis, which is 1.25 times the Maximum Day Demand converted into gallons per minute (gpm) as provided in Article 5.3(d), before the assessment of the Excess Demand Charge. The Maximum Allowed Rate of Flow shall not exceed 6,945 gpm for this Agreement unless mutually agreed upon by the Parties in writing.

Maximum Day Demand means for each Rate Year the greater of the historical Maximum Day Usage of District during this Agreement or the Initial Maximum Day Demand, except as provided in Article 3.1(c).

Maximum Day Usage means the measured daily maximum usage as determined through Meter readings.

Meter(s) means the metering facility or devices installed or to be installed at the Delivery Point to measure the amount of Treated Water delivered to District by Mansfield as provided in this Agreement. If necessary, installation shall include a backflow device in order to prevent back flow of water into the Mansfield Treated Water System.

Party means either Mansfield or District, and “Parties” means Mansfield and District, collectively.

Rate of Flow means usage on a per minute basis (i.e. gallons per minute (gpm)).

Rate Year means each twelve-month period beginning January 1 and ending December 31 of the same calendar year.

Raw Water means water that is purchased by Mansfield from Tarrant Regional Water District (“TRWD”) and is in its natural state prior to treatment to be used for or intended for human consumption or household use.

Raw Water Charge means the charge calculated by applying the Raw Water Rate to the number of gallons of Treated Water provided to District by Mansfield as measured by the Meter(s) and billed on a monthly basis.

Raw Water Rate means the raw water rate charged to Mansfield for Raw Water by TRWD, adjusted for water loss on the Mansfield Treated Water System.

Regulatory Requirements means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the TCEQ, and the Texas Administrative Code, and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

Return Flow means water supplied to District by Mansfield that is beneficially used but not consumed and that is subsequently returned to watercourses in the Trinity River Basin.

Treated Water means water treated by Mansfield so that it is potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or other appropriate regulatory agency.

TCEQ means the Texas Commission on Environmental Quality.

Volume Charge means the charge calculated by applying the Volume Rate to the number of gallons of Treated Water provided to District by Mansfield as measured by the Meter(s) and billed on a monthly basis.

Volume Rate means the dollar amount per 1,000 gallons applied to District’s metered usage of Treated Water in order to calculate the Volume Charge. The Volume Rate excludes Mansfield’s Raw Water costs from TRWD, which are captured within the Raw Water Rate.

Water means either Raw Water or Treated Water, or both Raw and Treated Water, as indicated by the context in which the word appears.

Water Conservation means those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and/or increase the recycling and reuse of water.

Wholesale Customer means the class of customers, including District, to whom under the terms of a specific agreement, Mansfield sells and provides Treated Water for re-sale.

2.2 Interpretations. The following principles shall control the interpretation of this Agreement:

(a) Unless otherwise stated, reference to any document, other than a license, certificate of adjudication or permit, means the document as amended or supplemented from time to time.

(b) Reference to any party or governmental regulatory agency means that entity and its successors and assigns.

(c) Misspelling of one or more words in this Agreement shall not void the Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.

(d) Words of any gender used in this Agreement shall be held and construed to include any other gender.

(e) Words in the singular number shall be held to include the plural, unless the context otherwise requires.

(f) Article and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

ARTICLE 3 WATER PROVIDED UNDER AGREEMENT

3.1 Treated Water.

(a) **Delivery and Acceptance.** Mansfield agrees to deliver and sell to District Treated Water at the Delivery Point in the amounts agreed upon herein up to the limits, and at the times, set forth in this Agreement hereto, or such lesser amount as Mansfield may be able to supply in the event of an Emergency. District agrees to accept delivery under the conditions of this Agreement and to pay for the Water in accordance with the terms herein.

(b) **Source of Supply and Capacity.** Mansfield's agreement to provide Treated Water is limited to the extent that Raw Water is available to Mansfield and the extent to which capacity is available in the Mansfield Treated Water System. Other than due to Force Majeure, all shortages of supply of Treated Water made available to District under this Agreement shall be managed by Mansfield by proportional rationing to all customers as required by Water Code 11.039 and as set forth in 7.3(b) (Demand Management). Mansfield represents that it currently has sufficient supplies of Raw Water and Treated Water to fulfill its obligations to District under this Agreement, and further Mansfield agrees to use its best efforts in the future to maintain such supplies of water.

(c) **Additional Water.** To the extent Treated Water is available in amounts greater than the Maximum Day Demand, Mansfield may, at its sole discretion, provide District with additional Treated Water subject to the charges described in Article 5. Should Mansfield elect to provide District with Treated Water in excess of the Maximum Day Demand, Mansfield may terminate or reduce providing Treated Water at the excess amount by providing District with twenty-four (24) hours notice of such termination or reduction. District agrees that Mansfield will never be obligated during the term of this Agreement to make Treated Water available to District in excess of the Maximum Day Demand. The purchase of any additional supplies of Treated Water over the Maximum Day Demand does not guarantee that Mansfield will make Treated Water

available on that basis at any time other than the time frame Mansfield elects to provide additional supplies of Treated Water to District.

(d) Water Pressure. Mansfield agrees to deliver and sell to District at the Delivery Point Treated Water under the operating pressure prevailing in the Mansfield Treated Water System. Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Mansfield does not represent or guarantee to District that Treated Water provided to District under this Agreement will be provided at any specific minimum pressure at the Delivery Point, and Mansfield is under no obligation with respect thereto. **District understands and acknowledges that maintaining a certain water pressure in District's delivery system will require the use of storage or pumps on District's system.**

(e) Interruption of Service for Maintenance. Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Mansfield shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including, reduction or cessation of water service to District) as necessary or appropriate to allow Mansfield at all times to maintain a minimum pressure as required by law at all retail service locations directly served by the Mansfield Treated Water System. Mansfield agrees to use its best efforts to minimize the duration of any such Emergency and to promptly restore service after such event. Mansfield may install at the metering location appropriate devices to monitor and enforce all or any of these limitations.

3.2 Regulatory Requirements. This is an agreement for wholesale water supply, not retail service, by Mansfield. Therefore, District acknowledges and agrees that this Agreement defines the extent of Mansfield's obligations to supply Treated Water to District and that, except as expressly provided by this Agreement, Mansfield is under no obligation to provide District with storage capacity, service pump, or pressure maintenance requirements, or any other requirements imposed on Mansfield as a retail service provider by virtue of 30 Texas Administrative Code Chapters 290 or 291, or any other Regulatory Requirements.

3.3 Delivery Point. Subject to the conditions set forth herein, Mansfield agrees to divert, transport, treat, and deliver Treated Water to District at the Delivery Point. The location of the Delivery Point shall be mutually agreed upon by and between District and Mansfield, and the Delivery Point shall not be moved or relocated except by their mutual consent in writing.

3.4 Relocated or Additional Delivery Point.

(a) Requests for a relocated or additional Delivery Point(s) shall be submitted in writing by the requesting party. If the relocated or additional Delivery Point is mutually agreed upon, the Parties will then decide whether Mansfield or District will be responsible for constructing the improvements.

(b) If Mansfield is to construct all necessary improvements, District shall be responsible for reimbursing Mansfield for the entire cost of the improvements, including the acquisition of any easements or right-of-way. Prior to beginning construction, the Parties will enter into a written agreement to specify the manner and time frame for such reimbursement to Mansfield and the time for construction.

(c) If District is to construct the necessary improvements for a relocated Delivery Point, District will submit documents to acquire rights-of-way and will submit plans for the construction of the improvements to Mansfield for approval prior to construction commencing. If Mansfield

approves the documents and plans submitted, Mansfield will give District notice of said approval in writing. During the construction, Mansfield may, but is not obligated to, inspect improvements under construction. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by District. Mansfield may, but is not obligated to, make a final inspection and approval after construction of the improvements are completed and before the improvements are approved, by Mansfield, for use.

3.5 Improvements to Existing Delivery Point. If District requests that improvements be made to a Delivery Point, District shall submit the request in writing to Mansfield. If Mansfield approves the request, the Parties will then decide whether Mansfield or District will be responsible for constructing the improvements and shall follow the procedures set forth in Article 3.4.

3.6 Valves at Delivery Point. All valves releasing water from the Mansfield Treated Water System to District shall be operated by Mansfield. District shall not obstruct or block access to those valves.

3.7 Property of Mansfield. Any acquired easements and/or rights-of-way shall name Mansfield as a grantee for the portion of the easement and/or right-of-way on Mansfield's side of the Delivery Point and metering device. Upon the completion of construction and final approval by Mansfield of any new, relocated or improved Delivery Point, the constructed improvements shall become the property of Mansfield to and through the metering device.

3.8 Maximum Allowed Daily Demand The Parties agree to work together in good faith in planning and implementing measures for the Maximum Day Demand to reach the long term capacity goal of the Maximum Allowed Daily Demand during the term of this Agreement.

ARTICLE 4 METERING AND RATE OF FLOW CONTROL

4.1 Treated Water Measurement and Control. Except as allowed under Articles 3.4 and 3.5, Mansfield shall install a Meter(s) and appropriate valves, backflow prevention, flow controllers, and other appropriate equipment at the Delivery Point to measure and control the amount of Treated Water delivered to District under the terms of this Agreement. District agrees to have installed at its sole cost a working Meter and rate-of-flow controller at the mutually agreed Delivery Point. Said Meter shall be specified by Mansfield and meet appropriate AWWA standards. Said Meter(s) shall be installed and tested prior to actual Water delivery. The Meter and other equipment shall be owned, operated, and maintained by Mansfield.

4.2 Rate-of-Flow Controllers. The rate at which Treated Water is withdrawn by District from the Mansfield System shall be regulated by rate-of-flow controllers, pumps, or other approved methods. The rate of withdrawal may be controlled so as to not exceed the Maximum Allowed Rate of Flow without a specific written request by District to, and approved by, Mansfield. Notwithstanding anything in this Agreement to the contrary, approval of a request to increase the Rate of Flow and the length of time in which the request will be met, will be at Mansfield's sole discretion. Mansfield will respond to the request within 96 hours of receiving the request. If Mansfield approves the request, Mansfield will make the adjustments within 48 hours of responding to the request.

4.3 Calibration of Meters.

(a) Testing. For Meters that require calibration, Mansfield shall routinely test for accuracy. Meters will be serviced and calibrated as necessary, but no less frequently than once

during each twenty-four (24) month period. Copies of the results of such calibration and all related information shall be provided to District upon request. District shall have access to the Meter(s) at all reasonable times; provided, however, that any reading, calibration or adjustment to such Meter(s) shall be done by employees or agents of Mansfield, or other mutually approved third party calibration agent, in the presence of representatives of District and Mansfield, if so requested by District. Mansfield shall retain the right to test the Meter(s) more frequently than once each twenty-four (24) month period.

(b) Inaccuracy. Upon any calibration, if it is determined that the accuracy envelope of such Meter(s) is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the Meter(s), or Meter(s) fail to perform to AWWA water metering standards (whichever is more restrictive), then the registration of the flow as determined by such defective Meter(s) shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve (12) months. In the event it is determined that there are inaccuracies with any Meter, Mansfield shall debit or credit District's invoice in the subsequent month, as appropriate, to reflect District's prior overpayments or underpayments. Mansfield shall debit or credit District's account in an amount equal to the difference between the amount actually paid by District and the amount that should have been paid by District, as determined by the corrected registration of the flow at the inaccurate Meter during the period of inaccuracy as determined in this subsection. The Meter(s) will be properly sealed, and the seals shall not be broken unless representatives of both District and Mansfield have been notified and given a reasonable opportunity to be present.

(c) Meter out of Service - No Readings. If the Meter(s) used to determine the flow of Treated Water to District is out of service or out of repair so that the amount of Treated Water delivered cannot be ascertained or computed from the reading thereof, the Treated Water delivered during the period such Meter(s) is out of service or out of repair shall be estimated and agreed upon by District and Mansfield upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said Meter(s) under similar conditions. In the event that District and Mansfield cannot agree on the extrapolated estimate of Treated Water volume delivered before the payment due date, District will make payment to Mansfield based on the same month in the previous year on or before the payment due date. After making such payment, District may request that the matter be submitted to non-binding mediation as provided herein. Mansfield may also request that the matter be submitted to non-binding mediation, as hereinafter provided.

4.4 Meter Reading.

(a) Mansfield will read all Meter(s) provided for herein at monthly intervals, and District and Mansfield shall have free access to read these respective Meter(s) daily, if either Party so desires. It shall be the duty of both District and Mansfield to give immediate notice, each to the other, should any Meter(s) be found to not be functioning properly, and, upon such notice, repairs to such Meter(s) shall be made promptly.

(b) District shall have access to records on the Meter(s) readings during reasonable business hours and shall be furnished a copy of readings upon request.

4.5 Additional Testing of the Meter(s). District shall have the right to request Mansfield to test any Meter(s), but no more frequently than once per month. Upon any such request, Mansfield agrees to perform its testing and calibration of the Meter(s) with notice to District, and the Parties shall be entitled to jointly observe any testing, calibration, and adjustments that are made to the Meter(s), in the event such modifications shall be necessary. For such additional testing requests, Mansfield shall give District notice forty-eight (48) hours in advance of the time when any such testing shall occur. District shall pay the cost of any such additional testing request for any Meter(s) if the test shows that such Meter(s) is accurate (within five percent (5%) registration), but Mansfield shall pay the costs of such additional test if the results indicate that such Meter(s) is not accurate (in excess of five percent (5%) registration).

ARTICLE 5 FEES, BILLING, AND PAYMENT

5.1 Charges for Water – Treated Water. District will pay to Mansfield the fees and charges for the Treated Water delivered by Mansfield that may include Late Fees to be applied to the following: Demand Charge; Volume Charge; Raw Water Charge; and Excess Demand Charge. Such payments shall not begin, or accrue, until the date on which construction of the Mansfield 30" transmission line to the Delivery Point is completed, as shown in substantially same form as on Exhibit "A", attached and incorporated herein for all legal purposes, the line is operational and Treated Water is available at the Delivery Point.

5.2 Water Rates.

(a) Initial Rates. It is understood by both parties that at the Effective Date of this Agreement the Volume Rate, the Demand Rate, and Raw Water Rate shall be:

Volume Rate - \$1.29 per 1,000 gallons

Demand Rate - \$61,347 per MGD

Raw Water Rate - \$1.3068 per 1,000 gallons

The Initial Maximum Day Demand is 1 MGD.

It is further understood and agreed upon by the parties that the Initial Rate District will pay to take Treated Water shall be recalculated no more than six (6) months prior to the time when District will begin taking Treated Water based on the methodology and rate model shown in Exhibit "B", attached hereto and incorporated herein for all legal purposes, and described in 5.2(c), until the recalculated rates, from the scheduled Cost of Service Study is completed and become effective.

(b) Cost of Service Study and Subsequent Rates. District will be charged a two-part rate, consisting of a Volume Rate and a Demand Rate, based on District's Treated Water consumption and Maximum Day Demand. The Volume Rate and the Demand Rate may be annually recalculated in a Cost of Service Study, but no less than every five (5) years, with the recalculated Volume Rate and Demand Rate effective on January 1 following the completion of the Cost of Service Study. In addition, District will be charged a Raw Water Rate consisting of the raw water rate charged to Mansfield for Raw Water by TRWD, adjusted for water loss on the Mansfield Treated Water System. The Raw Water Rate will be adjusted as TRWD adjusts its Raw Water Rate charged to Mansfield and shall be passed through to District as is, adjusted for water loss on Mansfield Treated Water System, without further surcharge by Mansfield.

(c) **Rate Methodology.** The rates subsequent to the Initial Rates, excluding the Raw Water Rate, that District pays to Mansfield for Treated Water shall be calculated in a Cost of Service Study in accordance with the methodology described below. The rate methodology set forth in the principles below is hereby specifically agreed to between Mansfield and District.

- (1) The “Cash Basis” methodology for rate setting;
- (2) The “Base – Extra Capacity” cost allocation methodology, as sanctioned by the American Water Works Association;
- (3) The Cost of Service Study will be based on Mansfield’s Budget for the Fiscal Year in which the recalculated rates will become effective and the Costs of the System, excluding Raw Water Charges to Mansfield by TRWD that are recovered through the Raw Water Rate;
- (4) The allocation for the Demand Rate will be based on the Maximum Day Demand for the Delivery Point(s) during the term of this Agreement, adjusted for water loss on the Mansfield Treated Water System;
- (5) The allocation for the Volume Rate will be based on historical water consumption for the Delivery Point(s), adjusted for known and measurable changes, adjusted for water loss on the Mansfield Treated Water System.

5.3 Billing and Payment.

(a) **Volume Charge.** Each month during the term of this Agreement, Mansfield shall read the Meter(s) measuring Treated Water delivered to District. The numbers of gallons of Treated Water measured by the Meter(s) will be multiplied by the Volume Rate to determine the Volume Charge. Mansfield shall prepare and deliver to District a statement showing the Volume Charge for all Treated Water delivered to District, in addition to the monthly Demand Charge. Payment shall be made by the 30th day after receipt of the statement.

(b) **Raw Water Charge.** Each month during the term of this Agreement, Mansfield shall read the Meter(s) measuring Treated Water delivered to District. The numbers of gallons of Treated Water measured by the Meter(s) will be multiplied by the Raw Water Rate to determine the Raw Water Charge. The billing and payment for the Raw Water Charge shall be made in accordance with the billing and payment for the Volume Charge in Article 5.3(a).

(c) **Demand Charge.** The Demand Charge shall be paid in monthly installments with the payment for the Volume Charge and Raw Water Charge. The Maximum Day Demand shall be multiplied times the Demand Rate to determine the Demand Charge, plus applicable meter reading and billing costs.

(d) **Excess Demand Charge.** Once District’s Maximum Day Usage exceeds one (1) MGD, District may then become subject to Excess Demand Charges. The Maximum Day Usage that occurs within the Rate Year in which District exceeds one (1) MGD shall establish the Maximum Day Demand used to determine the initial Maximum Allowed Rate of Flow. Subsequent Maximum Allowed Rate of Flow limitations shall be adjusted to reflect District’s Maximum Day Demand. If during the Rate Year, District’s actual Rate of Flow exceeds the Maximum Allowed Rate of Flow, District shall also pay to Mansfield the Excess Demand Charge. The Excess Demand Charge shall be calculated by subtracting District’s then in effect Maximum Day Demand from District’s actual Rate of Flow (converted to MGD) to determine the Excess

Demand. The Excess Demand, stated in MGD, shall be multiplied by the Demand Rate and then multiplied by a factor of 1.25 times. Upon exceeding the then current Maximum Allowed Rate of Flow, a new Maximum Allowed Rate of Flow will be established for the Rate Year. The newly established Maximum Allowed Rate of Flow will be subject to any future Excess Demand Charges if the newly established Maximum Allowed Rate of Flow is exceeded during the Rate Year. District shall be provided the Excess Demand Charge billing with full payment due within thirty (30) days from receipt of invoice. The Excess Demand Charge shall be on a per occurrence basis and not applied as an ongoing charge. It is agreed that the Excess Demand Charge and adjustment to the Maximum Day Demand that would normally be applicable shall not apply for Emergency withdrawals provided that Mansfield is notified in writing within 48 hours of the occurrence of an Emergency condition. In any event, the Raw Water Charge and Volume Charge for all Treated Water delivered shall be due and payable as described elsewhere herein.

Example – Actual Rate of Flow Exceeds Maximum Allowed Rate of Flow

Excess Demand Calculation

Maximum Day Demand		1.0 MGD
Rate of Flow Margin	×	<u>1.25</u>
Maximum Daily Rate of Flow		1.25.0 MGD
Conversion to gpm	÷	<u>1440</u>
Maximum Allowed Rate of Flow		868 gpm

Actual Rate of Flow		1389 gpm
Conversion to MGD	×	1440
Actual Rate of Flow Converted to MGD		2.0 MGD

Excess Demand (2.0 MGD – 1.0 MGD) = 1.0 MGD

Excess Demand Charge

Demand Rate per MGD		\$61347
Excess Demand		1.0 MGD
Excess Demand Charge Factor	x	<u>1.25</u>
Excess Demand Charge		\$76,684

(e) **Late Fees.** If District is late in the payment of any charge or fee due and payable to Mansfield under this Agreement, late payments shall bear per annum interest at a rate equal to the lesser of two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the day said statement becomes delinquent, or the maximum allowed by law to be charged to District. If any charges remain unpaid at the expiration of thirty (30) days after receipt of the statement, District shall be in default under this Agreement, and Mansfield may invoke the remedies specified herein or otherwise available by law.

5.4 Billing Questions and Disputes.

(a) Statement Dispute; Protest. If District has a protest or dispute concerning a statement, District shall notify Mansfield in writing within ten (10) days of receipt of said statement. District shall pay the portion of the statement that is not being disputed or protested. Upon written notification, the portion of the statement under dispute or protest (provided the dispute or protest is made in good faith and is not unreasonable) will be set aside until resolved and will not be subject to the penalties (such as Late Fees and Excess Demand Charge) stated herein. If Mansfield is not notified in writing, postmarked within ten (10) days of receipt of said statement, said protest or dispute shall be considered waived.

(1) The Parties will negotiate in good faith to resolve the dispute. The Parties shall agree to submit the dispute to non-binding mediation as provided in Article 12.1.

(b) Inspection and Audit. Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to federal and/or state auditors.

ARTICLE 6 TREATED WATER TRANSMISSION LINE

6.1 Future Treated Water Transmission Lines. Cost sharing arrangements and operational responsibilities for future Treated Water transmission lines shall be established through either written agreement separate from this Agreement or as an amendment to this Agreement.

ARTICLE 7 RESTRICTIONS AND CONDITIONS

7.1 Resale of Treated Water. District and Mansfield agree that the Treated Water supplied to District by Mansfield shall be used solely by District to meet the reasonable water supply needs of District's retail potable water customers and wholesale customers whose service area is surrounded by or borders District's boundaries or service area defined by District's CCN, whichever is more expansive.

7.2 Amendment to Certificate of Convenience and Necessity. District agrees that it will not amend its CCN to increase its service area within the ETJ of Mansfield without the prior written consent of Mansfield.

7.3 Water Conservation and Demand Management.

(a) Water Conservation. District shall cooperate with and assist Mansfield and TRWD in their efforts to promote Water Conservation. This may include the development of any conservation or rationing plans by either Mansfield, TRWD, or District that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency. Additionally, upon the development and distribution of model drought contingency or water conservation plans by TRWD, District agrees to implement any such drought contingency or water conservation plan, or substitute plan approved by TRWD, within a reasonable amount of time from receipt of the model plan. District agrees to notify TRWD in writing of any deviation from the model plan and obtain TRWD's consent to such proposed

deviation. Furthermore, District agrees to include the foregoing provision in all contracts for resale of Treated Water. District shall provide a copy of any drought contingency or water conservation plan adopted by District to Mansfield and TRWD within 30 days from the Effective Date.

(b) Demand Management. If Mansfield or TRWD shall manage water demand through rationing the use of water to its retail customers, then a proportional rationing of water supplied to District by Mansfield shall be instituted, at Mansfield's option. Rationing does not relieve District from its obligation to pay the monthly Demand Charge.

(c) Temporary Rationing. Where an Emergency may dictate temporary conservation or rationing requirements for either Mansfield or District, either Party may implement any measures considered appropriate by it to alleviate the Emergency. If District implements measures to alleviate an Emergency, District shall notify Mansfield in writing within five (5) days. Action taken under this subsection does not relieve District from its obligation to pay the monthly Demand Charge.

7.4 Federal and State Laws. This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. District agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation.

7.5 Support of Mansfield on Permits and Governmental Agency Approvals. District shall support and assist Mansfield in obtaining permits and approvals from governmental agencies in order to protect, repair, maintain, replace, add to, supplement and/or enlarge the Mansfield Raw Water System and/or the Mansfield Treated Water System. Such support and assistance shall include, but is not limited to: providing information to Mansfield when requested by Mansfield in order to facilitate any permit or approval; providing written and oral statements of support and assistance or testimony, information, and evidence if appropriate and if requested by Mansfield in order to obtain any permit or approval; and taking all such other action as may be appropriate to support and assist Mansfield in obtaining any permit or approval.

ARTICLE 8

TERM OF AGREEMENT AND EXTENSION

8.1 Term of Agreement. Unless terminated as provided in this Agreement, this Agreement shall commence upon the Effective Date and shall remain in effect for a term of twenty (20) years.

8.2 Renewal of Agreement.

(a) District shall have the option to renew this Agreement for a quantity of Water and at a rate as may be mutually agreed upon in writing by the Parties. In the absence of renewal, and except as specifically provided to the contrary, this Agreement and the obligations of the Agreement shall end on the Expiration Date. District expressly acknowledges that it has no right or entitlement to Raw Water or Treated Water from Mansfield after the expiration of this Agreement except to the extent that this Agreement is renewed as provided herein.

(b) District is required to give notice of its intent to renew this Agreement, at least five (5) years prior to the Expiration Date. Mansfield and District expressly agree that District's failure

to provide notice of intent to renew on or before five (5) years prior to the Expiration Date of this Agreement shall constitute District's determination not to renew.

(c) If at least five (5) years prior to the Expiration Date of this Agreement District has not provided Mansfield notice that it intends to renew, District shall provide Mansfield evidence that District has secured an alternative and sufficient water supply. This requirement is expressly enforceable by Mansfield.

(d) If this Agreement is not renewed, after expiration of this Agreement, District shall nonetheless pay Mansfield for all Raw Water Charges and Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand and Excess Demand Charges, as well as penalties such as Late Fees, under the terms of this Agreement.

ARTICLE 9 TERMINATION AND DEFAULT

9.1 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of District and Mansfield. In the event of termination of this Agreement by mutual consent, all rights, powers, and privileges of District hereunder shall cease and terminate without necessity of further action. District shall make no claim of any kind whatsoever against Mansfield, its agents or representatives, by reason of such termination or any act incident thereto. If the Parties agree to terminate this Agreement, District shall nonetheless pay Mansfield for all Raw Water Charges and Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand and Excess Demand Charges as well as penalties such as Late Fees under the terms of this Agreement. The provisions of this section survive termination of this Agreement.

9.2 Default by District. In the event District is in default under the terms of this Agreement, Mansfield may, upon twenty (20) days written notification to District, temporarily suspend the delivery of Treated Water to District. If after the first day of suspension, District remains in default for a continuous one hundred eighty (180) day period, Mansfield may, upon written notice to District, terminate this Agreement.

(a) Mansfield shall advise District in writing immediately upon acceptance of the cure of any breach.

(b) If Mansfield terminates this Agreement as allowed in this section, District shall nonetheless pay Mansfield for all Raw Water Charges and Volume Charges for Treated Water delivered pursuant to this Agreement, along with all applicable Demand and Excess Demand Charges, as well as penalties such as Late Fees under the terms of this Agreement, and shall be obligated to pay said charges during the time District is in default and during which time this Agreement is in effect. The provisions of this subsection survive termination of this Agreement.

(c) In the event of termination of this Agreement as allowed in this section, all rights, powers, and privileges of District hereunder shall cease and terminate. District shall make no claim of any kind whatsoever against Mansfield, its agents or representatives, by reason of such termination or any act incident thereto, provided Mansfield acted reasonably and such termination was not unreasonable, arbitrary, and capricious. The provisions of this subsection survive termination of this Agreement.

9.3 Default by Mansfield. In the event Mansfield is in default under the terms of this Agreement, District shall give Mansfield written notice of such default. If Mansfield's default is

not cured after the expiration of twenty (20) days after such written notification is given to Mansfield, and if the uncured default relates directly to payments due by District hereunder that are disputed in good faith by District, then, as its sole and exclusive remedy, District may temporarily suspend payment of any disputed funds, but not any other funds, then due or to become due in the future under the terms of this Agreement to Mansfield, and place the disputed funds in an interest bearing escrow account at a nationally recognized banking institution in Tarrant County, Texas, until such default is cured. In no event shall Mansfield be liable to District for any special, indirect, incidental, consequential, or punitive damages.

ARTICLE 10 FORCE MAJEURE

10.1 Definition. The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities; however, lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *Force Majeure* shall be remedied with all dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable in the judgment of the Party having the difficulty.

10.2 Notice; Suspension of Obligations. If any Party hereto shall be rendered partially or wholly unable to carry out its obligations under this Agreement by reason of Force Majeure, then such Party shall give notice in writing of such Force Majeure to the other Party within a reasonable time after occurrence of the event or cause relied upon. Monthly Demand Charges for services actually received from Mansfield hereunder, shall be suspended during the continuance of the inability then claimed, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

ARTICLE 11 OWNERSHIP, LIABILITY, INDEMNIFICATION, AND INSURANCE

11.1 Responsibility for Damages for Water. Mansfield shall be the owner of and responsible for the Treated Water only to the Delivery Point(s). After the Treated Water has passed through the Delivery Point(s), it becomes the property and responsibility of District. Unless otherwise provided in this Agreement, responsibility for damages arising from the improper treatment, transportation, and delivery of all Treated Water provided under this Agreement shall remain with Mansfield only up to the Delivery Point(s). Upon passing through the Meter(s), liability for all damages arising from improper transportation and delivery of the Treated Water shall pass to District. Mansfield's sole responsibility is to provide to District at the Delivery Point(s) potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or appropriate governing agency.

11.2 Immunities under State Law. Nothing in this Agreement shall be construed as waiving sovereign immunity or any other immunity that Mansfield may be entitled to under state or federal law.

11.3 Direct or Consequential Damages. Neither Mansfield nor District shall be liable to the other for loss, either direct or consequential, arising out of damage to or destruction of the rights-of-way or the District's facilities thereon, when such loss is caused by an act of God or any of the periods that are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Party or by any of their respective agents, servants, or employees.

11.4 Indirect or Consequential Damages. Mansfield's liability, if any, to District in contract or in tort under this Agreement specifically excludes any and all indirect or consequential damages that may arise from providing water to District or that may arise from the operation, maintenance, and management of the Mansfield Raw Water System and the Mansfield Treated Water System.

11.5 Waiver or Subrogation. It is the intention and agreement of both Parties that any insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Neither Party shall have any interest or claim in the other's insurance policy or policies, or in the proceeds thereof, unless specifically covered therein as an additional insured.

11.6 No Warranty. RAW WATER IS NON-POTABLE AND MANSFIELD MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY OR MINERAL CONTENT OF THE RAW WATER AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO ITS QUALITY ITS MERCHANTABILITY, OR FITNESS OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. DISTRICT HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. DISTRICT AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER SHALL NOT ENTITLE DISTRICT TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

11.7 Return Flows. District and Mansfield agree that, for purposes of use and reuse of Return Flow and not for purposes of liability, title to all water supplied to District under this Agreement reverts to Mansfield upon return to watercourses in the Trinity River Basin. District will receive no compensation, credit, or offset for Mansfield's subsequent use and reuse of Return Flow.

11.8 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that (i) the Party has full requisite power and authority to perform its obligations under this Agreement, (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the board of directors or other applicable governing body of the Party, (iii) this Agreement is a valid and binding obligation of the Party enforceable against the Party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles, and (iv) the execution, delivery, and performance of this Agreement by the Party does not, and will not, (A) violate the statute, charter, or other instrument pursuant to which the Party was created, (B) violate the Constitution of the State of Texas, or any other law, rule or regulation by which the Party is bound, (C) violate any judgment, order, or decree of any court,

administrative agency or other governmental authority which is binding upon the Party; or (D) result in a material breach, violation, or default under any indenture, ordinance, bond resolution, contract, agreement, or other instrument to which the Party is a party.

ARTICLE 12 DISPUTE RESOLUTION

12.1 Non-binding mediation. Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement or otherwise related to water supply in lieu of this Agreement, the Party will submit the dispute to non-binding mediation. This provision survives termination of this Agreement.

ARTICLE 13 NOTICE

13.1 Manner of Giving Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the Mayor/City Manager or Chief Executive Office, or by prepaid telegram, when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

Notice to Mansfield.

City Manager
City of Mansfield
1200 East Broad Street
Mansfield, Texas 76063

Notice to District.

General Manager
Mountain Peak Special Utility District
5671 Waterworks Road
Midlothian, TX 76065

13.2 The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law. This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in Tarrant County, Texas. Jurisdiction and venue shall be in Tarrant County, Texas, and each of the Parties submit to personal jurisdiction in the state district courts in such county.

14.2 No Waiver. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas of the United States.

14.3 Entire Agreement. This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.

14.4 Partial Invalidity. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the remaining provisions will be unaffected. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the Parties shall, upon the request of a Party, promptly renegotiate in good faith a new provision to eliminate the invalidity and to restore this Agreement, as nearly as possible, to its original intent and effect.

14.5 Duty to Review and Revise. The Parties will review and revise this Agreement to ensure compliance with the federal and state laws and rules and regulations as necessary.

14.6 Survival. Any provision that by its terms survives the termination of this Agreement shall bind the Parties' legal representatives, heirs, and assigns as set forth herein.

14.7 Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.

14.8 Benefits. This Agreement shall bind and the benefits thereof shall inure to the respective Parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.

14.9 Multiple Copies. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

14.10 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers, or authorized delegates, thereunto duly authorized as of the date signed.

City of Mansfield

Joe Smolinski, City Manager

ATTEST

By _____
Susana Marin, City Secretary

APPROVED AS TO FORM:

By _____

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____ 2023, by _____, _____ of the City of Mansfield, Texas, on behalf of the City of Mansfield, Texas.

Notary Public in and for the State of Texas

Mountain Peak Special Utility District

Randall Kirk, General Manager

ATTEST

By _____
Ann Major, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

By _____
Attorney, Mountain Peak Special Utility District

STATE OF TEXAS §

COUNTY OF _____ §

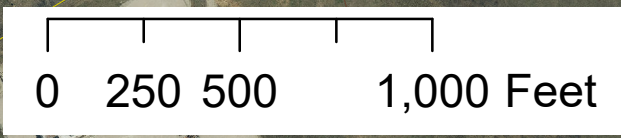
This instrument was acknowledged before me on the _____ day of _____ 2023, by _____, _____ of the Mountain Peak Special Utility District, on behalf of the District.

Notary Public in and for the State of Texas



N

PHASE 2 - 30 INCH WATER LINE
PROJECTED ALIGNMENT





Mountain Peak Wholesale Rates and Revenues

LINE NO.	DESCRIPTION	REFERENCE	2023	2024	2025	2026	2027
Wholesale Treated Water Rates							
1	Base Costs		\$ 395,650	\$ 342,646	\$ 359,351	\$ 390,595	\$ 403,854
2	Consumption ('000s gallons)		268,536	276,592	284,890	293,436	302,239
3	Volume Rate (per 1,000 gal.)	= 1 ÷ 2	\$ 1.47	\$ 1.24	\$ 1.26	\$ 1.33	\$ 1.34
4	Extra Capacity Costs		\$ 111,571	\$ 92,694	\$ 98,254	\$ 109,633	\$ 113,762
5	Max Day Demand (MGD)		1.03	1.06	1.09	1.13	1.16
6	Demand Rate (per MGD)	= 4 ÷ 5	\$ 108,321	\$ 87,373	\$ 89,916	\$ 97,408	\$ 98,132
7	Total Customer Costs		\$ 76.89	\$ 77.34	\$ 77.81	\$ 78.28	\$ 78.77
8	Total Revenue Requirement	= 1 + 4 + 7	\$ 507,297	\$ 435,417	\$ 457,682	\$ 500,306	\$ 517,695
9	Treated Water Effective Rate (per 1,000 gal.)	= 8 ÷ 2	\$ 1.89	\$ 1.57	\$ 1.61	\$ 1.70	\$ 1.71
10	Demand Charge (Annual)	= 4 + 7	\$ 111,647	\$ 92,771	\$ 98,331	\$ 109,711	\$ 113,841
11	Demand Charge (Monthly)	= 10 ÷ 12 months	\$ 9,304	\$ 7,731	\$ 8,194	\$ 9,143	\$ 9,487
12	Raw Water Rate per 1,000 gal.		\$ 1.34574	\$ 1.38759	\$ 1.42274	\$ 1.45805	\$ 1.55007
13	Total Effective Rate per 1,000 gal.	= 9 + 12	\$ 3.23	\$ 2.96	\$ 3.03	\$ 3.16	\$ 3.26
Forecasted Wholesale Treated Water Rate Revenue							
14	Demand Rate per MGD	= 6	\$ 108,321	\$ 87,373	\$ 89,916	\$ 97,408	\$ 98,132
15	Max Day Demand (MGD)	= 5	1.03	1.06	1.09	1.13	1.16
16	Demand Charge Before Customer Costs	= 14 x 15	\$ 111,571	\$ 92,694	\$ 98,254	\$ 109,633	\$ 113,762
17	Customer Costs	= 7	77	77	78	78	79
18	Annual Demand Charge	= 16 + 17	\$ 111,647	\$ 92,771	\$ 98,331	\$ 109,711	\$ 113,841
19	Consumption ('000 gals)	2	268,536	276,592	284,890	293,436	302,239
20	Volume Rate (per 1,000 gal.)	= 3	\$ 1.47	\$ 1.24	\$ 1.26	\$ 1.33	\$ 1.34
21	Annual Volume Charge	= 19 x 20	\$ 395,650	\$ 342,646	\$ 359,351	\$ 390,595	\$ 403,854
22	Consumption ('000 gals)	= 2	268,536	276,592	284,890	293,436	302,239
23	Raw Water Rate (per 1,000 gal.)	= 12	\$ 1.34574	\$ 1.38759	\$ 1.42274	\$ 1.45805	\$ 1.55007
24	Annual Raw Water Charge	= 22 x 23	\$ 361,379	\$ 383,797	\$ 405,324	\$ 427,845	\$ 468,493
25	Total Annual Revenue	= 18 + 21 + 24	\$ 868,676	\$ 819,214	\$ 863,006	\$ 928,151	\$ 986,188



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5413

Agenda Date: 6/12/2023

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the Application to the Office of the Secretary of Transportation, U.S. Department of Transportation for Safe Streets and Roads for All Grant

Requested Action

Consider the authorization of the grant application.

Recommendation

Approval of the Resolution authorizing the grant application.

Description/History

The Safe Streets and Road for All grant is a federally funded grant opportunity to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial operators. The USDOT has allocated \$1.17 Billion in Fiscal Year 2023 to be granted to communities of all sizes and an additional \$3 Billion over the next 3 years. A portion of these funds are allocated for communities to develop a Comprehensive Safety Action Plan.

The proposed project for this grant application is to develop a Comprehensive Safety Action Plan for Mansfield's motoring, pedestrian and bicycling needs along with an ADA Transition Plan. The attached resolution is to seek the City Council's approval to apply for this grant.

The grant process requires application by July 10, 2023, to the Secretary of Transportation, U.S. Department of Transportation. The estimated cost for this effort is approximately \$650,000, with 80% of the cost funded by the federal program. The city is obligated for 20% of the cost. This grant is similar to the TxDOT Transportation Alternative Program grant which was submitted on June 1, 2023. The intent, if selected for either or both grants, is to use the funding from one grant to fund the plans.

Justification

The proposed Comprehensive Safety Action Plan will set a detailed course for safety improvements to our pedestrian and bicycling transportation network along with the roadway system. It will put Mansfield in compliance with the ADA Transition planning

requirement for our public rights-of-way. A well-prepared Comprehensive Safety Action Plan is also a necessary component to apply for many other significant grant opportunities for future projects identified in the final report.

Funding Source

Identifying the funding source is not necessary at this time. If this application is selected, Staff and the City Council will discuss funding from the Capital Improvements Plan - FY2024.

Prepared By

David Boski, P.E., Assistant Director of Public Works - Transportation, 817-276-4208

RESOLUTION NO. _____**A RESOLUTION SUPPORTING THE CITY OF MANSFIELD'S APPLICATION TO THE OFFICE OF THE SECRETARY OF TRANSPORTATION, U.S. DEPARTMENT OF TRANSPORTATION FOR 2023 SAFE STREETS AND ROADS FOR ALL CALL FOR PROJECTS**

WHEREAS, the Office of the Secretary of Transportation, U.S. Department of Transportation has issued a call for projects to apply for funding assistance through the Safe Streets and Roads for All Program, with applications due by July 10, 2023; and,

WHEREAS, the Safe Streets and Roads for All grant is federally funded grant opportunity to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial operators; and,

WHEREAS, the City of Mansfield supports submitting an application to the Secretary of Transportation, U.S. Department of Transportation for a Comprehensive Safety Action Plan for Mansfield's motoring, pedestrian and bicycling needs along with an ADA Transition Plan; and,

WHEREAS, the City of Mansfield commits to fund the required 20% local match and would be responsible for all non-reimbursable costs and 100% of overruns, if any, for a Comprehensive Safety Action Plan and ADA Transition Plan if Mansfield is selected by the Office of the Secretary of Transportation, U.S. Department of Transportation.

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

SECTION 1.

The City Manager or designee is authorized to execute all documents and make application to the Office of the Secretary of Transportation, U.S. Department of Transportation for the 2023 Safe Streets and Roads for All Call for Projects for the purpose of preparing a Comprehensive Safety Action Plan and ADA Transition Plan.

SECTION 2.

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

PASSED AND APPROVED THIS THE 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

Resolution No. _____

23-5413

Page 2 of 2

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5403

Agenda Date: 6/12/2023

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the June 5, 2023 Regular City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the June 5, 2023 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

817-276-4203



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Minutes - Draft

City Council

Monday, June 5, 2023

3:00 PM

Council Chambers

REGULAR MEETING

3:00 P.M. - CALL MEETING TO ORDER

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

Present 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamara Bounds and Brent Newsom

WORK SESSION

Discussion Regarding Trash Service Options

Tim Henderson, John Gustafson, and Shawn Harris with Frontier Waste Solutions gave a presentation and spoke on the company's story, management experience, capital investment, the city's transition from its current trash provider, operational technology, customer service technology, and public education and outreach efforts. They also spoke on the scope of work and services to be performed, post collection disposal sites, and residential services, and answered Council questions.

Discussion Regarding Provisions of Proposed Portable on Demand Storage Ordinance

Director of Regulatory Compliance Nicolette Ricciuti presented Chapter 117, the proposed addition to the City of Mansfield Code of Ordinances regarding portable on demand storage units. Nicolette spoke on the permit guidelines, placement of the units, violations, and Council considerations. Assistant City Manager Vanessa Ramirez and Nicolette answered Council questions.

Discussion Regarding the Fiscal Year 2024 Budget

Deputy City Manager Troy Lestina presented a high level overview of the proposed Fiscal Year 2024 budget, which included information on the noteworthy calendar dates regarding budget presentations and deadlines, personnel requests, capital equipment requests, and other items included in the draft budget. Troy also spoke on valuations from appraisal districts, property tax value comparisons, sales tax, and items to be discussed during future work sessions. Troy answered Council questions, and then Nicolette Ricciuti gave a 2022 Regulatory Compliance recap and provided updates on the department. She spoke on the Animal Care and Control program and productivity, the Health Inspection program and productivity, the Rental Inspection program and productivity, and the Code Compliance program and productivity, and answered Council questions.

Discussion Regarding the June 5, 2023 Consent Agenda Items

Director of Engineering Services Raymond Coffman spoke on agenda item 23-5392.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 5:14 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 5:28 p.m. Mayor Evans recessed the executive session at 7:18 p.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

Seek Advice of City Attorney Regarding Prescriptive Easement Rights

Seek Advice of City Attorney Regarding the Condemnation Process

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

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Economic Development Project #22-23

Economic Development Project #23-06

6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

INVOCATION

Council Member Broseh gave the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Tonore led the Pledge of Allegiance.

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

Council Member Newsom led the Texas Pledge.

RECOGNITION

President's Volunteer Service Award to Mansfield Residents

Mayor Evans and the City Council recognized Eva Gungor, the Keeler Family, and Evan Krum for receiving the President's Volunteer Service Award for the volunteer work they completed in 2022.

CITIZEN COMMENTS

Lisa Richardson, 5601 Hanna Court, Fort Worth, Texas - On behalf of Harvesting in Mansfield, Ms. Richardson spoke regarding agenda item 23-5395.

COUNCIL ANNOUNCEMENTS

Council Member Newsom spoke regarding the Mansfield Education Foundation Golf Tournament he participated in.

Council Member Lewis spoke on his future absence at the June 12, 2023 City Council meeting and any special meeting called in June.

There were no other Council announcements.

STAFF COMMENTS**City Manager Report or Authorized Representative**

Current/Future Agenda Items

There were no staff comments.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

There was no action taken.

CONSENT AGENDA

23-5390

Ordinance - An Ordinance Amending Title XI of the Mansfield Code of Ordinances, Entitled "Business Regulations" by Amending Section 116.03, Entitled "Maintenance" of Subchapter "Donation Box Permits"; Updating the Section Numbering for Sections 116.04, 116.05 and 116.06; Amending Section 116.04, Entitled "Revocation of Permit"; Providing for the Repeal of all Ordinances in Conflict; Providing a Severability Clause; Providing of Fine Not to Exceed the Sum of Five Hundred (\$500.00) Dollars for Each Offense; and Providing an Effective Date

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

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING TITLE XI OF THE MANSFIELD, TEXAS CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS" BY AMENDING SECTION 116.03, ENTITLED "MAINTENANCE" OF SUBCHAPTER "DONATION BOX PERMITS"; UPDATING THE SECTION NUMBERING FOR SECTIONS 116.04, 116.05 AND 116.06; AMENDING SECTION 116.04, ENTITLED "REVOCATION OF PERMIT" OF SUBCHAPTER "DONATION BOX PERMITS" OF CHAPTER 116, ENTITLED "DONATION BOX PERMITS AND ENFORCEMENT"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: OR-2304-23

23-5387

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Approving a Consulting Services Contract Between the City of Mansfield, TX and Plante & Moran, PLLC, in an Amount Not to Exceed \$73,980.00; Authorizing the City Manager or His Designee to Execute Any Documents Necessary to Implement This Resolution; Finding That the Meeting at which This Resolution is Passed is Open to the Public as Required by Law; and Declaring an Effective Date (General Fund)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF

MANSFIELD, TX AND PLANTE & MORAN, PLLC, IN AN AMOUNT NOT TO EXCEED \$73,980.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (GENERAL FUND)

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4027-23

[23-5392](#)

Resolution - A Resolution Authorizing a Change Order and Providing Additional Funds for the Lone Star 30-Inch Water Line with Blue Star Utilities, LLC for an Amount Not to Exceed \$84,637.11 (Utility Fund)

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

A RESOLUTION AUTHORIZING A CHANGE ORDER AND PROVIDING ADDITIONAL FUNDS FOR THE LONE STAR 30-INCH WATER LINE WITH BLUE STAR UTILITIES, LLC

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

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

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

Enactment No: RE-4028-23

[23-5384](#)

Minutes - Approval of the May 22, 2023 Regular City Council Meeting Minutes

A motion was made by Council Member Newsom to approve the May 22, 2023 Regular City Council Meeting minutes as presented. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

END OF CONSENT AGENDA**NEW BUSINESS**[23-5383](#)

Discussion and Possible Action Regarding Chapter 155.092 Landscaping and Screening Standards (L)

Council Member Broseh explained his reasoning for requesting this item be added to the agenda. Assistant City Manager Matt Jones and Executive Director of Planning and Development Services Jason Alexander answered Council questions. Staff will bring proposed amendments to Chapter 155.092 at the July 10, 2023 City Council Meeting pursuant to the discussion.

[23-5395](#)

Discussion and Possible Action on a Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Appropriation and Allocation of American Rescue Plan Act Funds and Approving a Memorandum of Understanding with the Tarrant Area Food Bank

Tarrant Area Food Bank President and Chief Executive Officer Julie Butner and Vice-President, Advocacy Jared Williams gave a brief presentation and answered questions of the Council.

A motion was made by Mayor Pro Tem Tonore to approve the resolution. Seconded by Council Member Bounds. The motion failed by the following vote:

Aye: 3 - Todd Tonore; Michael Evans and Tamera Bounds

Nay: 4 - Larry Broseh; Julie Short; Casey Lewis and Brent Newsom

Abstain: 0

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 8:35 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 8:38 p.m. Mayor Evans recessed the executive session at 8:59 p.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 352-342443-23

Seek Advice of City Attorney Regarding Prescriptive Easement Rights

Seek Advice of City Attorney Regarding the Condemnation Process

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

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

Land Acquisition for Future Development

Personnel Matters Pursuant to Section 551.074

Board Appointments

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

Economic Development Project #22-23

Economic Development Project #23-06

7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened the meeting into regular business session at 9:01 p.m.

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:01 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Brose; Julie Short; Casey Lewis; Todd Tonore; Michael Evans; Tamera Bounds and Brent Newsom

Nay: 0

Abstain: 0

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5409

Agenda Date: 6/12/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - A Public Hearing and First and Final Reading of an Ordinance Adopting Revised Roadway Impact Fees

Requested Action

Consider the subject documents and revised impact fees.

Recommendation

Approval of the subject documents and revised impact fees.

Description/History

The proposed Land Use Assumptions and Impact Fee Capital Improvement Plan were adopted at the November 14, 2022 council meeting. The council elected to adopt the existing Roadway Impact Fees and postpone revising the fees until after the City Council Strategic Planning Workshop in February 2023. The fees were discussed at the Strategic Planning Workshop and several Council Meeting Work Sessions since.

Chapter 395 of the Local Government Code requires that impact fees be reviewed at least once every five years. The current roadway impact fee was adopted on July 27, 2015. This current update began on August 24, 2020.

The revised fees are based on the Land Use Assumptions and Capital Improvement Plans adopted at the November 14, 2022 council meeting.

A Public Hearing notice was published in the Star Telegram with circulation in Tarrant, Johnson and Ellis County as required by state law. This notice was published on May 10, 2023.

State law requires that municipalities provide an ad valorem tax credit or 50% reduction during impact fee calculations. An ad valorem tax credit has been incorporated into the maximum allowable impact fees.

In accordance with state law, developments on properties that were preliminary or final platted will not be charged the new impact fees for 12 months and will pay the current fees during this period.

Based on previous discussions and input, staff recommends the adoption of \$1,303.19 per service unit (\$4,900 per single-family home) for both residential and non-residential land uses. This fee is primarily based upon current construction costs of public infrastructure necessitated by a new development.

Justification

The Director of Engineering Services will attend the meeting to present the information and answer Council's questions.

Funding Source

N/A

Prepared By

Raymond Coffman
Director of Engineering Services
Engineering Department
817-276-4238

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 153 OF THE MANSFIELD CODE OF ORDINANCES BY ADOPTING AMENDMENTS TO ROADWAY IMPACT FEES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Chapter 395 of the Texas Local Government Code (Statute) sets forth certain requirements and procedures to be followed by municipalities in imposing, collecting, updating and expending impact fees; and,

WHEREAS, pursuant to said procedures, the City Council of the City of Mansfield, Texas, (City Council) held a public hearing on November 14, 2022 and by Ordinance No. OR-2280-22, adopted updated land use assumptions and updated capital improvement plans for roadway facilities and impact fees based thereon; and,

WHEREAS, the City Council has since then directed City staff to review and bring forth revised roadway impact fees for further consideration; and,

WHEREAS, the Capital Improvements Advisory Committee, created pursuant to the Statute, has previously filed its written comments on the proposed amendments to the roadway impact fees as required; and,

WHEREAS, after notice of a public hearing was given as required by Statute, the City Council held a public hearing on June 12, 2023, to discuss the imposition of the proposed amended impact fees; and,

WHEREAS, the City Council finds that the revised roadway impact fees set forth below provide the appropriate level of cost recovery to the City attributable to new development.

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

SECTION 1.

That Section 153.10(A) (Impact Fees per Service Unit) of the Code of Ordinances, City of Mansfield, is hereby amended by adopting the updated Maximum Assessable Roadway Impact Fees per Service Unit as set forth in Exhibit D attached hereto and incorporated herein by reference and the updated Current Collected Roadway Impact Fees per Service Unit as set forth in Exhibit E attached hereto and incorporated herein by reference.

SECTION 2.

That Sections 153.26(A)-(B) (Calculation of Impact Fees) of the Code of Ordinances, City of Mansfield, are hereby amended by adopting the updated Current Collected Roadway Impact

Fee Per Land Use Category Per Service Area as set forth in Exhibit G attached hereto and incorporated herein by reference.

SECTION 3.

That the Exhibits attached to and referenced in this ordinance shall be controlling and shall supersede the Exhibits previously adopted via Ordinance No. 2280-22.

SECTION 4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed. Any other ordinance of the City requiring dedication of land for public parks, requiring dedication of right-of-way or easements, or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs necessitated by and attributable to new development, or fees to be placed in trust for the purpose of reimbursing the City or developers for oversizing or constructing water or sewer mains or lines shall remain in full force and effect and not be repealed by the terms of this ordinance.

SECTION 5.

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 6.

This ordinance shall take effect immediately from and after its passage on the first and final reading and publication as required by law, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

EXHIBIT “D”

MAXIMUM ASSESSABLE IMPACT FEES PER SERVICE UNIT

Service Area	Maximum Roadway Impact Fee per Service Unit
A	\$2,384
B	\$1,321
C	\$1,366
D	\$1,354

EXHIBIT “E”

CURRENT COLLECTED IMPACT FEES PER SERVICE UNIT

Service Area	Current Collected Roadway Impact Fee per Service Unit		
	Residential	Commercial/ Institution	Industrial
A	\$1,303.19	\$1,303.19	\$1,303.19
B	\$1,303.19	\$1,303.19	\$1,303.19
C	\$1,303.19	\$1,303.19	\$1,303.19
D	\$1,303.19	\$1,303.19	\$1,303.19

EXHIBIT “G”

CURRENT COLLECTED ROADWAY IMPACT FEES

PER LAND USE CATEGORY PER SERVICE AREA

(To be attached after fee adoption)

Proposed Roadway Impact Fees per Land Use Category

Land Use	Development Unit	Veh-Mi Per Dev-Unit
INDUSTRIAL		
General Light Industrial	1,000 SF GFA	2.60
Industrial Park	1,000 SF GFA	1.36
Warehousing	1,000 SF GFA	0.72
Mini-Warehouse	1,000 SF GFA	0.60
High-Cube Fulfillment Center Warehouse (Sort)	1,000 SF GFA	4.80
RESIDENTIAL		
Single-Family Detached Housing	Dwelling Units	3.76
Single-Family Attached Housing	Dwelling Units	2.28
Multifamily Housing (Low-Rise)	Dwelling Units	2.04
Multifamily Housing (Mid-Rise)	Dwelling Units	1.56
Multifamily Housing (High-Rise)	Dwelling Units	1.28
Mobile Home Park	Dwelling Units	2.32
Senior Adult Housing - Single-Family	Dwelling Units	1.20
Senior Adult Housing - Multifamily	Dwelling Units	1.00
Assisted Living	Beds	0.96
LODGING		
Hotel	Rooms	1.90
Motel	Rooms	1.16
RECREATIONAL		
Golf Course	Holes	11.44
Miniature Golf Course	Holes	1.30
Golf Driving Range	Tees/Driving Positions	4.91
Batting Cages	Cages	8.72
Multipurpose Recreational Facility	1,000 SF GFA	14.32
Trampoline Park	1,000 SF GFA	5.82
Movie Theater	Movie Screens	54.86
Ice Skating Rink	1,000 SF GFA	5.23
Racquet/Tennis Club	Tennis Courts	15.01
Health/Fitness Club	1,000 SF GFA	13.56
Recreational Community Center	1,000 SF GFA	9.83
INSTITUTIONAL		
Private School (K-8)	Students	0.46
Private High School	Students	0.33
Charter Elementary School	Students	0.28
Junior/Community College	Students	0.44
University/College	Students	0.60
Church	1,000 SF GFA	1.96
Day Care Center	1,000 SF GFA	10.90
MEDICAL		
Hospital	1,000 SF GFA	3.44
Nursing Home	Beds	0.56
Clinic	1,000 SF GFA	14.76
Animal Hospital/Veterinary Clinic	1,000 SF GFA	9.88
OFFICE		
General Office Building	1,000 SF GFA	5.76
Small Office Building	1,000 SF GFA	8.64
Corporate Headquarters Building	1,000 SF GFA	5.20
Single Tenant Office Building	1,000 SF GFA	7.04
Medical-Dental Office Building	1,000 SF GFA	15.72
Office Park	1,000 SF GFA	5.20

Proposed Fee Calculator

Current Fee (2015)	Proposed Fee (2023)	Current to Proposed Fee Multiplier	Percentage of Maximum
Residential (100%)			\$1,303.19
Non-Residential (100%)			\$1,303.19
\$ 1,164	\$ 3,388	2.9	100%
\$ 1,020	\$ 1,772	1.7	100%
\$ 384	\$ 938	2.4	100%
\$ 312	\$ 782	2.5	100%
New	\$ 6,255		100%
\$ 2,200	\$ 4,900	2.2	100%
\$ 1,144	\$ 2,971	2.6	100%
\$ 1,364	\$ 2,659	1.9	100%
\$ 1,364	\$ 2,033	1.5	100%
\$ 1,364	\$ 1,668	1.2	100%
\$ 1,298	\$ 3,023	2.3	100%
\$ 594	\$ 1,564	2.6	100%
\$ 550	\$ 1,303	2.4	100%
\$ 484	\$ 1,251	2.6	100%
\$ 579	\$ 2,476	4.3	100%
\$ 453	\$ 1,512	3.3	100%
By acres	\$ 14,908		100%
\$ 390	\$ 1,694	4.3	100%
\$ 1,473	\$ 6,399	4.3	100%
New	\$ 11,364		100%
\$ 3,231	\$ 18,662	5.8	100%
New	\$ 7,585		100%
\$ 16,083	\$ 71,493	4.4	100%
\$ 2,781	\$ 6,816	2.5	100%
\$ 3,951	\$ 19,561	5.0	100%
\$ 3,231	\$ 17,671	5.5	100%
\$ 3,231	\$ 12,810	4.0	100%
\$ 84	\$ 599	7.1	100%
\$ 69	\$ 430	6.2	100%
New	\$ 365		100%
\$ 144	\$ 573	4.0	100%
\$ 204	\$ 782	3.8	100%
\$ 660	\$ 2,554	3.9	100%
\$ 3,627	\$ 14,205	3.9	100%
\$ 1,116	\$ 4,483	4.0	100%
\$ 264	\$ 730	2.8	100%
\$ 6,216	\$ 19,235	3.1	100%
\$ 3,960	\$ 12,876	3.3	100%
\$ 1,788	\$ 7,506	4.2	100%
New	\$ 11,260		100%
\$ 1,692	\$ 6,777	4.0	100%
\$ 2,088	\$ 9,174	4.4	100%
\$ 4,284	\$ 20,486	4.8	100%
\$ 1,776	\$ 6,777	3.8	100%

Proposed Roadway Impact Fees per Land Use Category

Land Use	Development Unit	Veh-Mi Per Dev-Unit
COMMERCIAL		
Automobile Related		
Automobile Sales (New)	1,000 SF GFA	4.32
Automobile Sales (Used)	1,000 SF GFA	6.69
Automobile Parts Sales	1,000 SF GFA	6.23
Tire Store	1,000 SF GFA	6.27
Quick Lubrication Vehicle Shop	Servicing Positions	6.49
Automobile Care Center	1,000 SF GFA	4.16
Gasoline/Service Station	Vehicle Fueling Positions	3.59
Convenience Store/Gas Station	Vehicle Fueling Positions	3.57
Self-Service Car Wash	Wash Stalls	1.99
Car Wash and Detail Center	Wash Stalls	4.90
Dining		
Food Cart Pod	Food Carts	8.69
Fast Casual Restaurant	1,000 SF GFA	21.75
Fine Dining Restaurant	1,000 SF GFA	13.28
High-Turnover (Sit-Down) Restaurant	1,000 SF GFA	15.68
Fast-Food Restaurant	1,000 SF GFA	46.57
Coffee/Donut Shop with Drive-Through Window	1,000 SF GFA	26.55
Other Retail		
Free-Standing Discount Store	1,000 SF GFA	10.89
Nursery (Garden Center)	1,000 SF GFA	13.60
Shopping Center (>150k SF)	1,000 SF GFA	6.76
Shopping Plaza (40-150k)	1,000 SF GFA	8.72
Strip Retail Plaza (<40k SF)	1,000 SF GFA	11.07
Supermarket	1,000 SF GFA	19.05
Home Improvement Superstore	1,000 SF GFA	3.72
Toy/Children's Superstore	1,000 SF GFA	9.80
Department Store	1,000 SF GFA	3.82
Pharmacy/Drugstore without Drive-Through Window	1,000 SF GFA	11.20
Pharmacy/Drugstore with Drive-Through Window	1,000 SF GFA	14.64
Medical Equipment Store	1,000 SF GFA	2.78
Wine Tasting Room	1,000 SF GFA	20.47
SERVICES		
Walk-in Bank	1,000 SF GFA	16.23
Drive-in Bank	Drive-in Lanes	39.24
Hair Salon	1,000 SF GLA	2.26

Proposed Fee Calculator

Current Fee (2015)	Proposed Fee (2023)	Current to Proposed Fee Multiplier	Percentage of Maximum
Residential (100%)			\$1,303.19
Non-Residential (100%)			\$1,303.19
\$ 1,402	\$ 5,630	4.0	100%
\$ 1,402	\$ 8,718	6.2	100%
\$ 2,280	\$ 8,119	3.6	100%
\$ 1,999	\$ 8,171	4.1	100%
\$ 2,083	\$ 8,458	4.1	100%
\$ 1,248	\$ 5,421	4.3	100%
\$ 1,448	\$ 4,678	3.2	100%
\$ 1,070	\$ 4,652	4.3	100%
\$ 598	\$ 2,593	4.3	100%
New	\$ 6,386		100%
New	\$ 11,325		100%
\$ 5,120	\$ 28,344	5.5	100%
\$ 3,825	\$ 17,306	4.5	100%
\$ 5,120	\$ 20,434	4.0	100%
\$ 13,811	\$ 60,690	4.4	100%
\$ 8,744	\$ 34,600	4.0	100%
\$ 2,928	\$ 14,192	4.8	100%
\$ 4,081	\$ 17,723	4.3	100%
\$ 2,057	\$ 8,810	4.3	100%
\$ 2,057	\$ 11,364	5.5	100%
\$ 2,057	\$ 14,426	7.0	100%
\$ 5,096	\$ 24,826	4.9	100%
\$ 1,018	\$ 4,848	4.8	100%
\$ 2,934	\$ 12,771	4.4	100%
\$ 1,100	\$ 4,978	4.5	100%
\$ 3,316	\$ 14,596	4.4	100%
\$ 4,245	\$ 19,079	4.5	100%
New	\$ 3,623		100%
New	\$ 26,676		100%
\$ 4,869	\$ 21,151	4.3	100%
\$ 11,786	\$ 51,137	4.3	100%
\$ 679	\$ 2,945	4.3	100%



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5412

Agenda Date: 6/12/2023

Version: 1

Status: First and Final Reading

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - A Public Hearing and First and Final Reading of an Ordinance for City-Wide Amendments to the Master Thoroughfare Plan

Requested Action

Approve the subject ordinance for adoption of the 2023 Master Thoroughfare Plan.

Recommendation

The Public Works Department/Engineering Services recommends approval of the 2023 Master Thoroughfare Plan.

Description/History

The Master Thoroughfare Plan is a long-range plan that provides generalized locations and configurations for roadways that will serve the future growth of Mansfield. This document guides development in the preservation of rights-of-way for future roadway needs. The periodic review of the Master Thoroughfare Plan ensures that the document accomplishes the desired objectives and remains a viable planning document.

In conjunction with the Roadway Impact Fee Update, staff requested the consultant; Kimley-Horn and Associates, Inc. to investigate potential changes to the current Master Thoroughfare Plan which was previously adopted in April 2015. The proposed changes will serve Mansfield through land build-out. Although there are numerous changes recommended, these changes are all minor amendments.

The requested changes to the Master Thoroughfare Plan are a result of:

- The need to match adjacent City's thoroughfare plans.
- Modified roadway alignments to accommodate development and/or land conditions.
- Future traffic patterns and traffic needs

In addition to the Kimley-Horn analysis, during the April 24, 2023 City Council Work Session, the Council recommended additional changes to the plan to promote mobility. These recommendations are also included in the 2023 Master Thoroughfare Plan.

The Planning and Zoning Commission held a public hearing on November 7, 2022, and voted 6-0 to recommend approval of the proposed amendments. There were no public comments during the hearing.

A summary of the proposed changes and the 2023 Master Thoroughfare Plan is attached.

Justification

The proposed amendments have been modeled by our consultant through the use of Transportation modeling software. This software projects future traffic volumes on modeled

roadways. During the modeling process the land use assumptions and demographics were updated to match current and future projections. The existing travel demand model was calibrated to match existing traffic volumes; this calibration allows for a reasonable level of accuracy in predicting future traffic volumes. The modeling confirmed that the proposed modified facilities are projected to operate at an acceptable level of service and with a minimal impact on the roadway network. In addition, a contract will be brought forward to the Council at a later date for Kimley-Horn and Associates, Inc to perform a micro-analysis for multiple alternatives to the MTP which were discussed during the April 24, 2023, Council Work Session. This analysis will include impact and benefits along with high-level cost estimates.

The Assistant Director of Public Works - Transportation will attend the meeting to present the information and to answer the Council's questions regarding the 2023 Master Thoroughfare Plan Update. An ordinance is attached for the Council's consideration.

Funding Source

N/A

Prepared By

David Boski, P.E.

Assistant Director of Public Works - Transportation

817-276-4208

Public Works Department

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING THE MASTER THOROUGHFARE PLAN OF THE CITY OF MANSFIELD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City, pursuant to its statutory authority, has heretofore established a Master Thoroughfare Plan for the purpose of lessening congestion on the streets thereof; to secure safety for its citizens; to promote the health and general welfare of its populace; and to facilitate the adequate provision of transportation for its citizens; and,

WHEREAS, development conditions in the City have changed since the last update of the Master Thoroughfare Plan; and,

WHEREAS, the City Council desires to amend the Master Thoroughfare Plan to provide a more current plan for its citizens with consideration of all of the factors enumerated above; and,

WHEREAS, after public hearings and the recommendation of the Planning and Zoning Commission, the City Council does desire to amend the Master Thoroughfare Plan.

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

SECTION 1.

The Master Thoroughfare Plan of the City of Mansfield is hereby amended as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2.

The City Council supports the periodic review of the Master Thoroughfare Plan in order to ensure that it will continue to accomplish the desired objectives and remain a viable planning document in future years.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This ordinance shall take effect immediately from and after its passage on the first and final reading and publication as required by law, and it is so ordained.

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

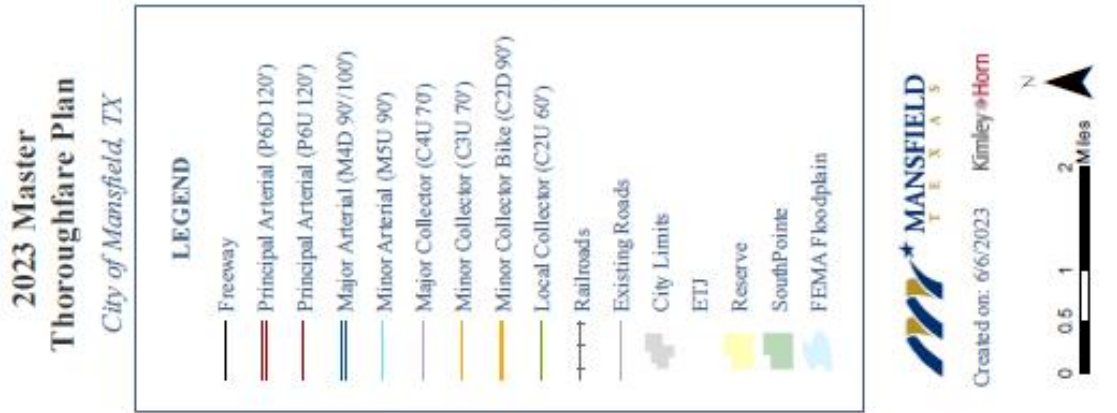
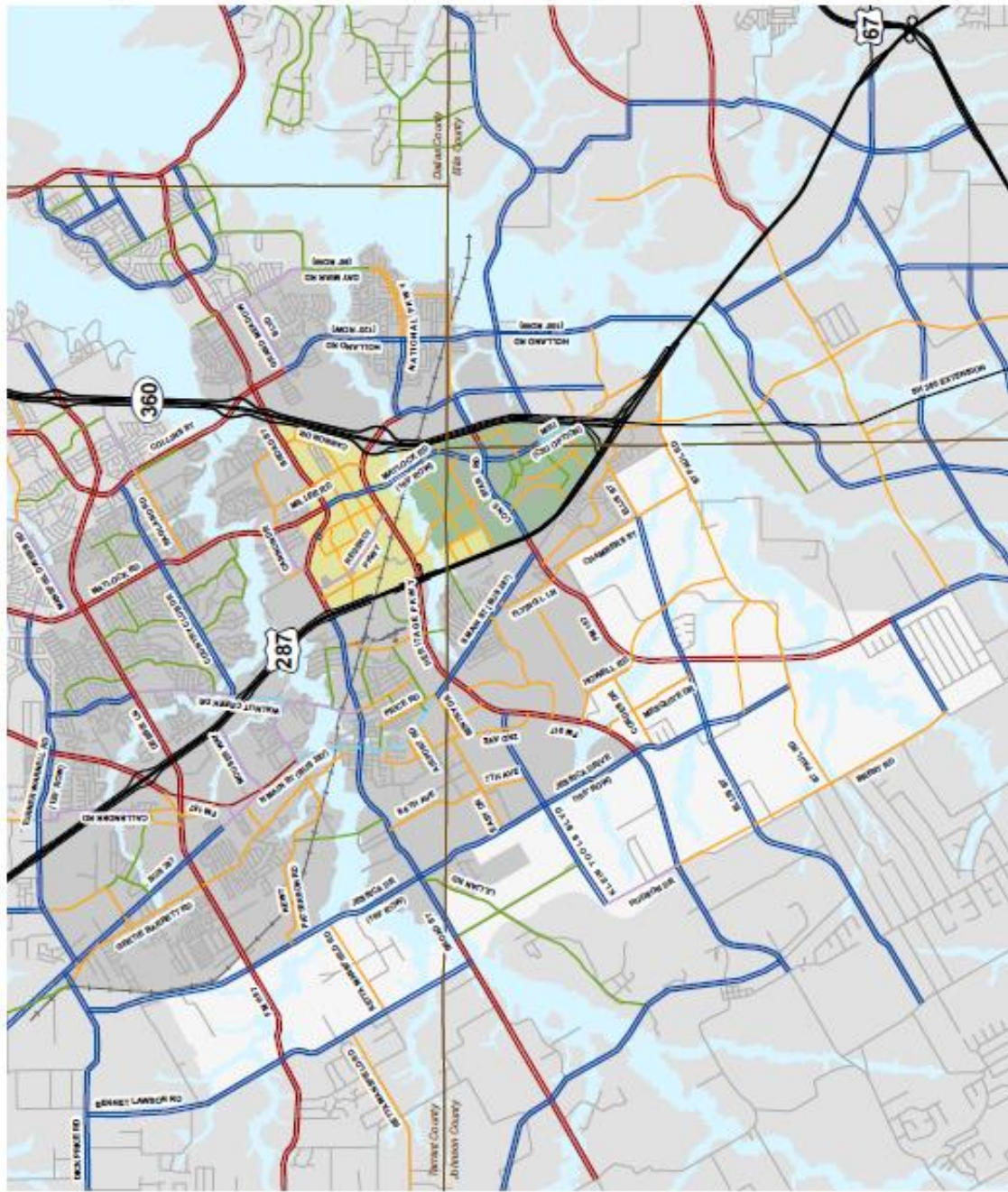
ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

Exhibit "A"



2023 Master Thoroughfare Plan

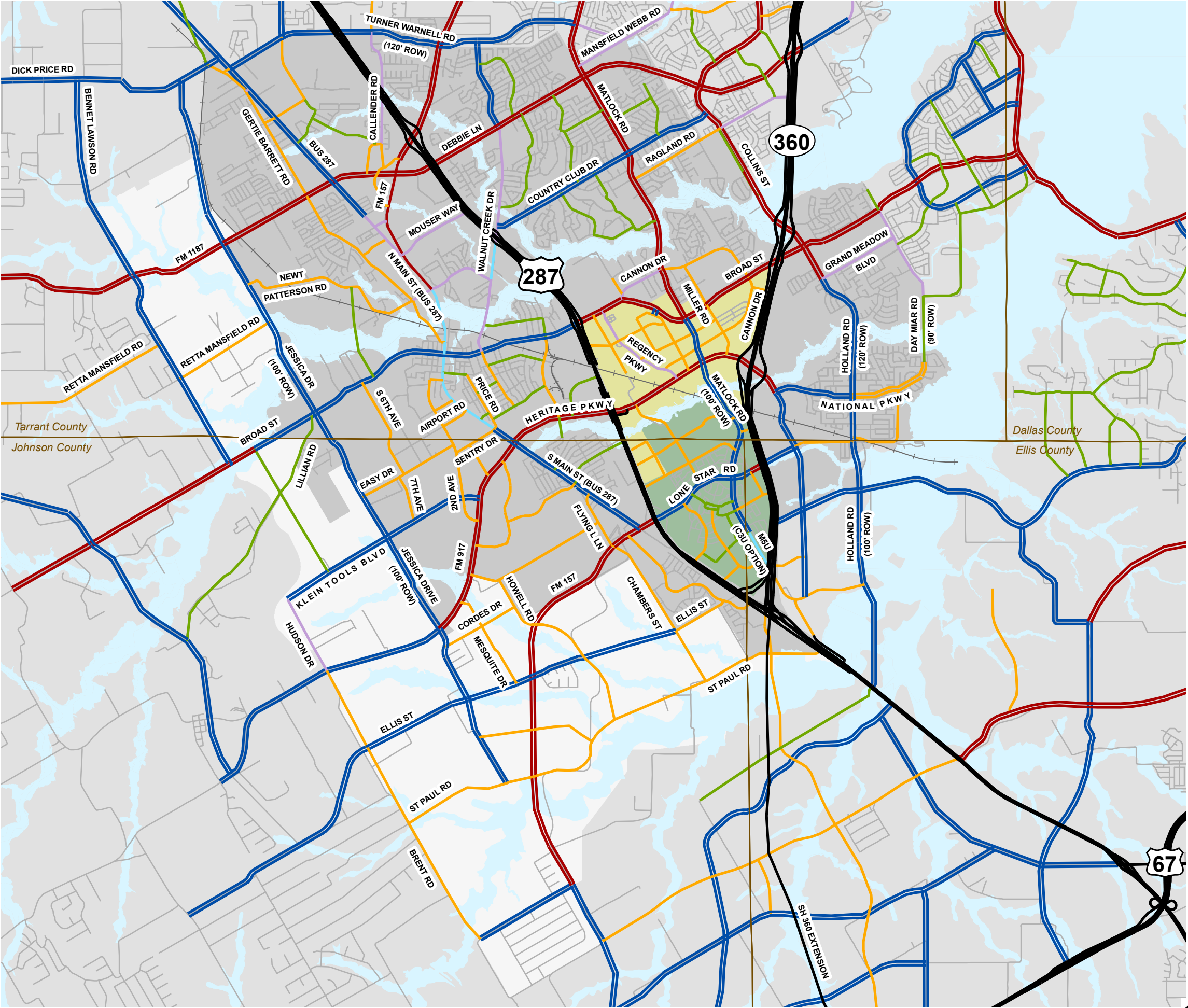
City of Mansfield, TX

LEGEND

- Freeway
- Principal Arterial (P6D 120')
- Principal Arterial (P6U 120')
- Major Arterial (M4D 90'/100')
- Minor Arterial (M5U 90')
- Major Collector (C4U 70')
- Minor Collector (C3U 70')
- Minor Collector Bike (C2D 90')
- Local Collector (C2U 60')
- Railroads
- Existing Roads
- City Limits
- ETJ
- Reserve
- SouthPointe
- FEMA Floodplain



Created on: 6/6/2023 Kimley»Horn















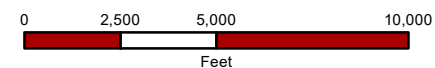


NOT TO SCALE

CHANGES TO CURRENT MTP

LEGEND

-  Freeway
-  Frontage Road
-  Ramp
-  Principal Arterial P6U
-  Principal Arterial P6D
-  Major Arterial M4D
-  Minor Arterial M5U
-  Major Collector C4U
-  Minor Collector C3U
-  Minor Collector Bike C2D
-  Local Collector C2U
-  MTP Updates



Master Thoroughfare Plan Update Summary

Please refer to the updated 2023 Master Thoroughfare Plan and MTP Changes documents. The proposed changes recommended by the City Council and the 22 amendments recommended by Kimley-Horn and Associates, Inc to the Master Thoroughfare Plan are summarized below.

City Council Changes

Added Roadways

- Roadway extension of Sayers Street (C2U – 60' of ROW) to the north across Walnut Creek.
- Roadway extension of Vinewood (C2U – 60' of ROW) to Heritage Parkway.

Downgrades

- Lone Star Road from Lowe Road to US 287 from a Principal Arterial (6-lane divided) to a Major Arterial (4-lane divided).
- Britton Road from Heritage Parkway South to FM 661 from a Major Collector (4-lane undivided) to a Minor Collector (3-lane undivided).
- National Parkway from Holland Road to the Seeton Road Bridge from a Major Arterial (4-lane divided) to Minor Collector Bike (2-lane divided with bike lanes)
- Seeton Road from the Joe Pool Lake Bridge to Seeton Road (Grand Prairie) from a Major Collector (4-lane undivided) to a Local Collector (2-lane undivided).

Based on the model review and staff input, **Upgrades** were applied to the following roadways:

- Hunt Street and S. Second Avenue from S. Main Street to Industrial Blvd – Upgrade from a Local Collector (C2U - 60' of ROW) to Minor Collector (C3U - 70' of ROW).
- Seeton Road from S. Holland Road to National Parkway – Upgrade from a Local Collector (C2U - 60' of ROW) to Minor Collector (C3U - 70' of ROW).
- Ellis Street from Chambers Street to West ETJ Boundary – Upgrade from a three-lane Minor Collector (C3U) to four-lane divided Major Arterial (M4D).

Based on the model review and staff input, **Downgrades** were applied to the following roadways:

- Turner Warnell Road from Callender Road to FM 157 – Downgrade from a six-lane divided Principal Arterial (P6D) to a four-lane divided Major Arterial (M4D).
- Dick Price Road from Main Street to West ETJ Boundary - Downgrade from a six-lane divided Principal Arterial (P6D) to a four-lane divided Major Arterial (M4D).
- Retta Road (Name change on plan to Jessica Drive) from W. Broad Street to North City Limits – Downgrade from a six-lane divided Principal Arterial (P6D) to a four-lane divided Major Arterial (M4D).
- Retta Mansfield Road -East/West Section from Jessica Drive to the West ETJ Boundary – Downgrade from a four-lane divided Major Arterial (M4D) to a three-lane undivided Minor Collector (C3U).

- Callender Road from Future Summer Trail to W. Debbie Lane – Downgrade from a four-lane undivided Major Collector (C4U) to a three-lane undivided Minor Collector (C3U).
- Walnut Creek Drive from Pleasant Ridge Road to E. Broad Street – Downgrade from a five-lane undivided Minor Arterial (M5U) to a four-lane undivided Major Collector (C4U).
- Walnut Creek Drive from E. Broad Street to Fort Worth Street – Downgrade from a four-lane undivided Major Collector (C4U) to a three-lane undivided Minor Collector (C3U).
- Country Rd 616 from Ellis Street to CR 510 – Downgrade from a four-lane undivided Major Collector (C4U) to a three-lane undivided Minor Collector (C3U).

In addition to the downgrades in functional class, the following roadways were **Added/Adjusted** in the proposed future travel demand model:

- Local Collector Street south of Newt Patterson Road – Added to provide access to southern undeveloped property as a two-lane Local Collector (C2U).
- Carlin Road from Cannon Drive to Paul Road – Added as a three-lane Minor Collector (C3U).
- 7th Avenue from Easy Drive to Klein Tools Boulevard – Added as a three lane Minor Collector (C3U).
- Lillian Road from W. Broad Street to West ETJ Boundary – Added as a two-lane Local Collector (C2U).
- St Paul Road from US Hwy 287 to West ETJ Boundary – Added as a three-lane Minor Collector (C3U).
- Chambers Street from Ellis Street to St Paul Street – Added as a three-lane Minor Collector (C3U).
- Howell Road from Ellis Street to St Paul Street – Added as a three-lane Minor Collector (C3U).
- East/West Road from St Paul Street to Jessica Drive - Added as a three-lane Minor Collector (C3U).
- CR 510 form FM 157 to County Road 610 – Added as a four-lane divided Major Arterial (M4D)
- Added existing or planned roadway networks in M3 Ranch, Southpointe and the Reserve Developments
- Minor roadway alignment changes



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5380

Agenda Date: 6/12/2023

Version: 2

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and Second and Final Reading on an Ordinance Approving a Change of Zoning from PD, Planned Development District to S, South Mansfield Form-Based Development District on Approximately 18.59 Acres in the Milton Gregg Survey, Abstract No. 555, City of Mansfield, Tarrant County, Texas Located at 2441 Heritage Parkway; City of Mansfield, Applicant (ZC#23-011)

Requested Action

To consider the subject zoning change request.

Recommendation

The Planning and Zoning Commission met on May 1, 2023, and voted 7 to 0 to recommend approval.

Aye: 7 - Blake Axen, Jennifer Thompson, Brandon Shaw, David Goodwin, Michael Mainer, Michael Bennett, and Patrick Moses

Nay: 0

Abstain: 0

The Department of Planning and Development Services recommends approval.

First Reading

City Council voted 7 to 0 to approve the zoning change at First Reading.

Description/History

Existing Use: Vacant

Existing Zoning: PD, Planned Development District

Land Use Plan: Sub-Area 7

Surrounding Land Use & Zoning:

North - Warehouse, PD, Planned Development District

South - Vacant, PD, Planned Development District

East - Vacant, PD, Planned Development District

West - Warehouse, PD, Planned Development District

Thoroughfare Plan Specification:

Regency Parkway - 4-lane undivided major collector

Heritage Parkway - 6-lane divided principal arterial

Synopsis

The City of Mansfield is initiating a zoning change on an 18.59-acre property owned by the Mansfield Economic Development Corporation (MEDC) and the City of Mansfield from the PD, Planned Development District to the S, South Mansfield Form-based Development District to accommodate mixed-use development.

Staff Analysis

The primary intent of the recently adopted S, South Mansfield Form-based Development District, is to enable and to encourage a development pattern that is compact, mixed-use, walkable, and sustainable. To that end, the S, South Mansfield Form-based Development District is structured using the principles and practices of the rural-to-urban transect that, as used in this zoning district, create predictable urbanism by regulating building form and design.

The subject property consists of approximately 18.59 acres. As proposed, the property will be developed for multi-family residential and office, retail, and other related commercial uses. It is expected that the design of the site and the arrangement of buildings will create a mixed-use destination that is focused on distinct architecture and complementary amenities.

Because the property is greater than two (2) acres in area, a special land assemblage plan and a development agreement will be required. The special land assemblage plan ensures that the property is appropriately master-planned to produce a development that is pedestrian-oriented, mixed-use, and attractive and is approved administratively by the Department of Planning and Development Services. The development agreement must be approved by the City Council, and it will reinforce a pattern of development that is mixed-use and will achieve the community's vision for sustainable growth.

The S, South Mansfield Form-based Development District relies extensively on transect zones and special districts to establish the allowable uses and building design standards. The transect zone that directs this proposed development must be shown on the required special land assemblage plan.

New development on the property (and any future renovation or redevelopment) must comply with the urban design and landscaping standards of the S, South Mansfield Form-based Development District. These urban design and landscaping standards will inform the required submittal of a special land assemblage plan as well as site plans and building plans.

A site plan and building plan is required prior to plat approval or the issuance of a building permit, as provided for in Section 155.111 of the Mansfield Code of Ordinances.

Summary

The S, South Mansfield Form-based Development District provides a specific set of form-based development standards that enables and encourages a creative development

that is mixed-use, connected, walkable and visually harmonious. The possible introduction of residential options and employment opportunities has the potential to create a dynamic locus of activity in the Innovation District along Heritage Parkway. As such, the presence of civic and passive spaces with public art and other amenities are highly encouraged.

Prepared By

Art Wright, AICP
Principal Planner
817-276-4226

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING CHAPTER 155 “ZONING” OF THE CODE OF ORDINANCES, CITY OF MANSFIELD, TEXAS, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY TO A S, SOUTH MANSFIELD FORM-BASED DEVELOPMENT DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

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

SECTION 1.

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

SECTION 2.

That the locations of all Transect zones on the property shall be established on the special land assemblage plan required under Section 155.073 of the Code of Ordinances, City of Mansfield, Texas.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

FIRST READING APPROVED ON THE 22ND DAY OF MAY, 2023.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF JUNE, 2023.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY

Bradley Anderle, City Attorney



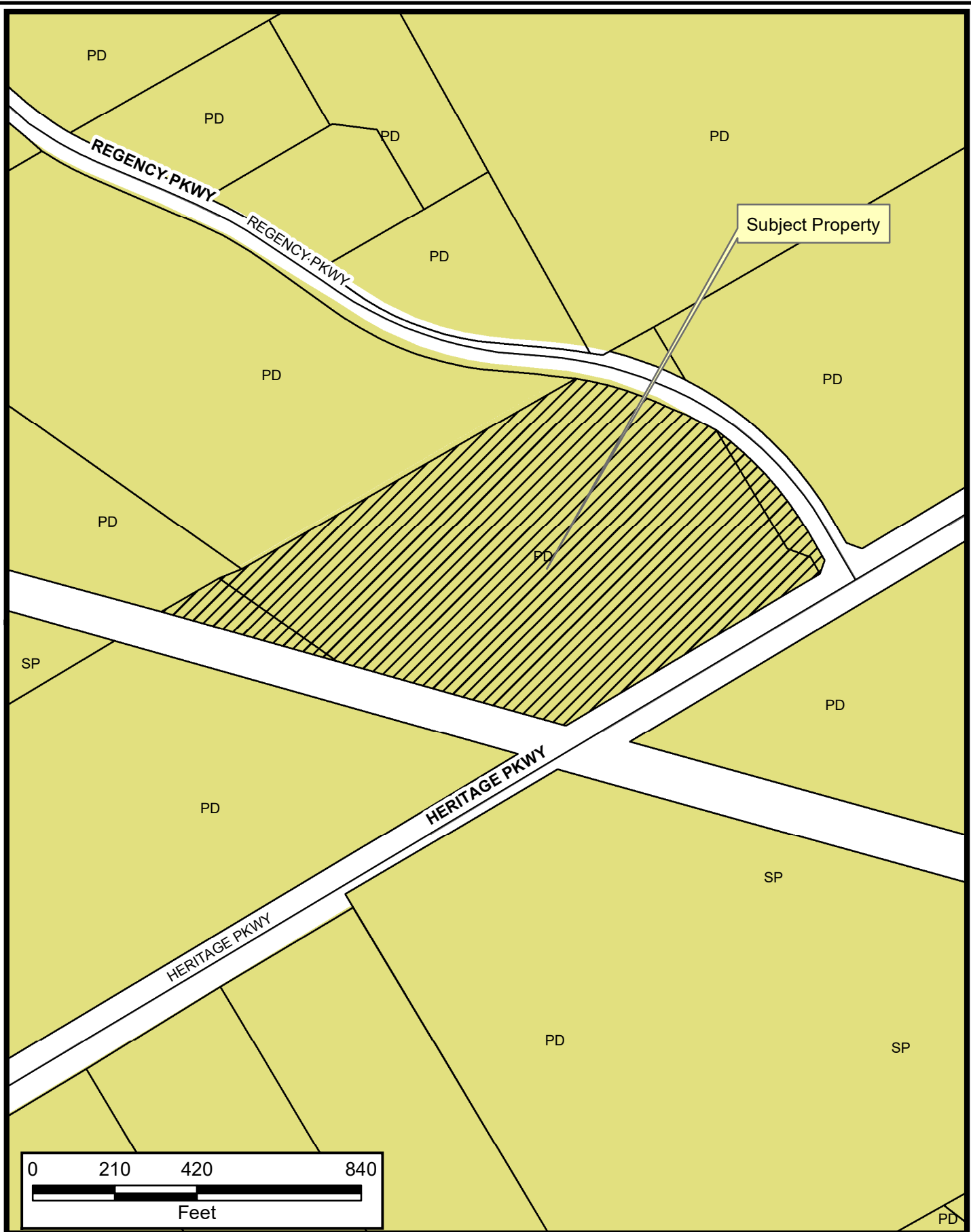
Subject Property



ZC#23-011

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

4/20/2023



ZC#23-011

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

4/20/2023

Property Owner Notification for ZC#23-011

LEGAL DESC 1	LEGAL DESC 2	OWNER NAME	OWNER ADDRESS	CITY	ZIP
75 REGENCY ADDITION	BLK 1	SUB-Q LLC	2842 SONTERRA	CEDAR HILL, TX	75104
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN	20 WOODLAND CT	MANSFIELD, TX	76063-9711
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEV CORP	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN C	20 WOODLAND CT	MANSFIELD, TX	76063-6033
GREGG, MILTON SURVEY	A 555	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
GREGG, MILTON SURVEY	A 555	MANSFIELD ECONOMIC DEVELOPMENT	301 S MAIN ST	MANSFIELD, TX	76063-3106
GREGG, MILTON SURVEY	A 555	HORNING-LOCKWOOD, STEPHEN	20 WOODLAND CT	MANSFIELD, TX	76063-9711
HERITAGE BUSINESS PARK-MANSFLD	BLK 1	RMS HOLDINGS V LLC	1275 QUARRY ST	CORONA, CA	92879
MCANEAR, ELIZABETH SURVEY	A 1005	HORNING-LOCKWOOD, STEPHEN C	20 WOODLAND CT	MANSFIELD, TX	76063-6033
MCANEAR, ELIZABETH SURVEY	A 1005	TOTAL E&P USA REAL ESTATE LLC	PO BOX 17180	FORT WORTH, TX	76102
MCANEAR, ELIZABETH SURVEY	A 1005	MANSFIELD, CITY OF	1200 E BROAD ST	MANSFIELD, TX	76063-1805
MCANEAR, ELIZABETH SURVEY	A 1005	CRP/AI MANSFIELD OWNER LP	820 GESSNER RD STE 1000	HOUSTON, TX	77024

EXHIBIT A
Legal Description

Tract 1

BEGINNING at an iron rod marked & set in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South boundary line of a tract of land conveyed to Mansfield Trinity Development, L.P., by the deed recorded in County Clerk's File No. D206053443, of the Deed Records of Tarrant County, Texas, and said POINT OF BEGINNING lying in the West right-of-way line of Regency Parkway;

THENCE along the West right-of-way line of Regency Parkway, as follows:

1. SOUTHEASTERLY 735.67 feet, along a curve to the right, having a radius of 844.00 feet, a central angle of 49°56'29", and a chord bearing S 55°21'31" E 712.60 feet, to an iron rod marked & set at the end of said curve;
2. S 30°23'16"E 86.82 feet, to a ½" iron rod marked "Brittain & Crawford" set;
3. S 28°15'18"W 29.20 feet, to an "X" cut in concrete set at the intersection of the West right-of-way line of Regency Parkway and the North right-of-way line of Heritage Parkway;

THENCE S59°06'31"W 750.54 feet, to an iron rod marked "Brittain & Crawford" set at the intersection of the South right-of-way line of aforesaid Heritage Parkway and the Northeast line of Union Pacific Railroad;

THENCE N74°47'36" 616.67 feet, along the Northeast right-of-way line of the Union Pacific Railroad and the Southwest boundary line of aforesaid Stephen Clare Horning-Lockwood Tract, to a ½" iron rod marked "Brittain & Crawford" set at the South corner of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D213176340, of the Deed Records of Tarrant County, Texas;

THENCE N54°52'08"W 356.90 feet, along the East boundary line of said City of Mansfield Tract, to a ½" iron rod marked "Brittain & Crawford" set at the Northeast corner of said Mansfield Tract, lying in the North boundary line of aforesaid Stephen Clare Horning-Lockwood Tract and the South line of a tract of land conveyed to the City of Mansfield, by the deed recorded in County Clerk's File No. D207146896, of the Deed Records of Tarrant County, Texas;

THENCE N59°46'42"E 71.74 feet, along the South boundary line of said City of Mansfield Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to a ½" iron rod found at the Southeast corner of said City of Mansfield Tract and the Southwest corner of the aforesaid tract of land conveyed to Mansfield Trinity Development, L.P.;

THENCE N60°13'42"E 982.34 feet, along the South boundary line of said Mansfield Trinity Development, L.P. Tract and the North boundary line of said Stephen Clare Horning-Lockwood Tract, to the POINT OF BEGINNING containing 17.951 acres (781,945 square feet) of land.

Tract 2

BEING 0.636 acre of land located in the MIL TON GREGG SURVEY, ABSTRACT NO. 555, Mansfield, Tarrant County, Texas, and being a portion of the tract of land conveyed to Stephen Clare Horning-Lockwood by the deed recorded in Volume 12278, Page 1222 of the Deed Records of Tarrant County, Texas. Said 0.636 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod marked "Brittain & Crawford", found at the Northwest corner of said Stephen Clare Horning-Lockwood Tract lying in the Northwest line of aforesaid MILTON GREGG SURVEY and the Southeast line of the E. MCANEAR SURVEY, ABSTRACT NO. 1005, Mansfield, Tarrant County, Texas. Said POINT OF BEGINNING also lying in the Northeast right-of-way line of Union Pacific Railroad (a 100-foot wide right-of-way).

THENCE N 59°46' 42" E 170.73 feet, along the Northwest boundary line of said Stephen Clare Horning-Lockwood Tract and the Northwest boundary line of the MILTON GREGG SURVEY to a ½" iron rod marked "Brittain & Crawford", set lying in the Southwest line of 130-foot right-of-way easement to Tarrant County Water Control and Improvement District No. 1 by the deed recorded in Volume 3796, Page 47 of the Deed Records of Tarrant County, Texas;

THENCE S 54°52' 08" E 356.90 feet, along the Southwest line of said Tarrant County Water Control and Improvement District No. 1 Easement severing said Stephen Clare Horning-Lockwood Tract to a ½" iron rod marked "Brittain & Crawford", set in the Southwest boundary line of said Stephen Clare Horning-Lockwood Tract and the Northeast right-of-way of Union Pacific Railroad;

THENCE N 74°47' 36" W 455.36 feet, along the South west boundary line of said Stephen Clare Horning-Lockwood Tract and the Northeast right-of-way line of said Union Pacific Railroad to the POINT OF BEGINNING containing 0.636 acre (27,691 square feet) of land.



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 23-5422

Agenda Date: 6/12/2023

Version: 1

Status: New Business

In Control: City Council

File Type: Discussion Item

Agenda Number:

Title

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

Requested Action

Defer to the City Council.

Recommendation

Defer to the City Council.

Description/History

Currently, the City has a 12% homestead exemption for the residents that own a home that they use as their principal residence.

Prepared By

Troy Lestina
Deputy City Manager/Chief Financial Officer
817-276-4258