



CITY OF MANSFIELD

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

Meeting Agenda

City Council

Monday, September 12, 2022

3:00 PM

Council Chambers

REGULAR MEETING

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

2. **RECESS INTO EXECUTIVE SESSION**

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

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. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation – Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Hotel/Motel Funded Events and Agreements

Seek Advice of City Attorney Regarding Agreement with DSE Hockey Center L.P.

Seek Advice of City Attorney Regarding HR Manual

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

Board Appointments

Discussion Regarding Part-Time Municipal Judges

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 #21-01

Economic Development Project #21-09

Economic Development Project #21-10

Economic Development Project #21-28

Economic Development Project #21-33

Economic Development Project #22-04

Economic Development Project #22-14

Economic Development Project #22-24

3. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

4. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. TEXAS PLEDGE

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

8. PROCLAMATION

[22-4857](#) Quanah Parker Day Proclamation

Attachments: [Quanah Parker Day 2022](#)

[22-4858](#) Constitution Week Proclamation

Attachments: [Constitution Week 2022](#)

9. CITIZEN COMMENTS

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

In order to be recognized during 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.

10. COUNCIL ANNOUNCEMENTS**11. SUB-COMMITTEE REPORTS**[22-4888](#)

Minutes - Approval of the August 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Presenters: Susana Marin

Attachments: [8-22-22 DRAFT Meeting Minutes](#)

[22-4890](#)

Minutes - Approval of the August 30, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

Presenters: Susana Marin

Attachments: [8-30-22 DRAFT Meeting Minutes](#)

12. 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

Mansfield Innovation Symposium Announcement - Jason Moore

B. Business Services Department Report[22-4892](#)

Presentation of the Monthly Financial Report for the Period Ending July 31, 2022

Presenters: Troy Lestina

Attachments: [Monthly Financials](#)

13. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**14. 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[22-4863](#)

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meetings of November 28, 2022 to November 14, 2022; December 26, 2022 to December 12, 2022; and the March 13, 2023 to March 6, 2023

Presenters: Susana Marin

Attachments: [Suspension of Rules - Procedural Rules of Council](#)

[22-4867](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Presenters: Troy Lestina

Attachments: [Resolution](#)

[22-4874](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving Updates Regarding Republic Services Request for Extraordinary Recycling Processing Rate Increase for the Ensuing Contract Year

Presenters: Troy Lestina

Attachments: [Resolution](#)
[Percentage Increase Schedule](#)

[22-4878](#)

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas through Public Safety Office Criminal Justice Division in an Amount Not to Exceed \$34,165.60

Presenters: Tracy Aaron

Attachments: [Resolution](#)

[22-4884](#)

Resolution - A Resolution Authorizing Funding for the Installation of Carpet at City Hall to Texas Custom Commercial Floors Through the Interlocal Purchasing System (BuyBoard) for an Amount of Ninety-Eight Thousand Nine Hundred Sixty-Six Dollars and Sixty-One Cents \$98,966.61(General Fund)

Presenters: Andy Hale

Attachments: [Resolution](#)

[22-4887](#) Resolution - A Resolution Awarding a Contract for the Purchase and Installation of Council Room Upgrades, Audio and Camera Equipment to Digital Resources and Authorizing Funding for an Amount Not to Exceed \$100,000 (Bond Funds)

Attachments: [Resolution](#)

[Contract](#)

[22-4891](#) Resolution - A Resolution Approving an Amendment to the Contract for Design Services with Garver for the US 287 Frontage Road Utility Relocations and 30-Inch Water Line Project for an Amount Not to Exceed \$120,000 (Utility Fund)

Presenters: Bart VanAmburgh

Attachments: [Resolution](#)

[22-4899](#) Resolution - A Resolution of the City of Mansfield, Texas Consenting to a Sublease Allowing Bar Down Café, LLC to Operate Within the StarCenter Mansfield

Presenters: Shelly Lanners

Attachments: [Resolution](#)

[Sublease Agreement](#)

[22-4898](#) Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in Entering into a Lease Agreement with Flex Financial, a Division of Stryker Sales LLC to Lease Durable Medical Equipment in the Amount of \$3,237,591 Payable in Ten Annual Payments

Presenters: Mike Ross

Attachments: [Resolution](#)

[Flex Financial Stryker Sales Contract](#)

[22-4889](#) Minutes - Approval of the August 22, 2022 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [8-22-22 DRAFT Meeting Minutes](#)

END OF CONSENT AGENDA

15. OLD BUSINESS

[22-4845](#) Review and Consideration of a Request to Approve Minor Modifications to the South Pointe Planned Development (PD) District Standards, Office Residential (OR) District; RUBY 07 SPMTGE LLC, developer (ZC#04-012C)

Presenters: Jason Alexander

Attachments: [Location Map](#)
[Site Plan](#)
[Prospective Townhome Renderings](#)
[Addendum to PD Standards](#)

16. **PUBLIC HEARING**

[22-4885](#) Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to Revise the Definition of an Accessory Dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to Revise Regulations Related to Accessory Dwellings in Section 155.099(B)(35); (OA#22-007)

Presenters: Jason Alexander

Attachments: [Ordinance](#)
[Redlined Ordinance](#)

[22-4729](#) Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the habitable area of an Accessory Unit (OA 22-005)

Presenters: Jason Alexander

Attachments: [Ordinance](#)
[Redlined Ordinance](#)

[22-4836](#) Public Hearing - Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Presenters: Troy Lestina

[22-4837](#) Public Hearing - Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.6800 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

Presenters: Troy Lestina

17. **NEW BUSINESS**

[22-4872](#) Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield and Making Appropriations for Each Fund and Department

Presenters: Troy Lestina

Attachments: [Ordinance](#)

[Exhibit A Fee Schedules](#)

[22-4873](#)

Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.68000 Per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City; Providing for Due and Delinquent Dates Together with Penalties and Interest; and Declaring an Effective Date

Presenters: Troy Lestina

Attachments: [Ordinance](#)

[22-4860](#)

Resolution - Approval of a Resolution of the City Council of the City of Mansfield, Texas, Approving a TIRZ Development Agreement for Reinvestment Zone Number Two, City of Mansfield, By and Between the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and HGRC Mansfield, LP; and Providing an Effective Date

Presenters: Jason Moore

Attachments: [Resolution](#)

[Development Agreement](#)

[22-4894](#)

Resolution - A Resolution Awarding a Contract to Hunden Strategic Partners for the Harvest Pointe Market Demand, Financial Feasibility, and Economic Impact Study in an Amount not to Exceed \$236,000

Presenters: Jason Moore

Attachments: [Resolution](#)

18. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 12, 2022 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, September 8, 2022 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

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

STAFF REPORT

File Number: 22-4857

Agenda Date: 9/12/2022

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

WHEREAS, The life of the iconic Comanche leader Quanah Parker spanned the transition of his people from a traditional, nomadic way of life to their acceptance of a settled existence in the late 19th century; and

WHEREAS, Quanah Parker rose to become a powerful chief and led the resistance to Anglo expansion in the Southern Plains; under his direction, the Comanche eluded U.S. armed forces, but was defeated during a raid in the Texas Panhandle in 1874; a year later, they surrendered and settled on the Kiowa-Comanche reservation in Oklahoma; and

WHEREAS, Quanah Parker served the Comanche people first as a warrior and then as a statesman, helping them retain their identity while adapting to a different way of life, and he stands as a pivotal figure in Texas history;

NOW, THEREFORE, I, Michael Evans, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim Saturday, September 10, 2022

QUANAH PARKER DAY

in the City of Mansfield and urge all citizens to learn about our state's rich history.

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 September, 2022.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4858

Agenda Date: 9/12/2022

Version: 1

Status: To Be Presented

In Control: City Council

File Type: Proclamation

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations, which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Michael Evans, Mayor of the City of Mansfield, Texas, join with members of the City Council to hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

in the City of Mansfield and urge all citizens to learn about our country's rich history.

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

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 September, 2022.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4888

Agenda Date: 9/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the August 22, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

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 August 22, 2022 Housing Market Growth Strategy Sub-Committee 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 - Housing Market Growth Strategy Sub-Committee

Monday, August 22, 2022

2:30 PM

City Hall

CALL TO ORDER

Chair Lewis called the meeting to order at 2:30 p.m.

Staff present: City Manager Joe Smolinski, Deputy City Manager Shelly Lanners, Assistant City Manager Matt Jones, Chief Financial Officer Troy Lestina, Director of Planning Jason Alexander, Assistant City Secretary Keera Seiger

Present 3 - Casey Lewis; Julie Short and Tamera Bounds

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEMS

Discussion Regarding Residential Design Standards in The Reserve

Assistant City Manager Matt Jones discussed residential design standards in The Reserve for potential developments with the members of the sub-committee and answered questions. City Manager Joe Smolinski and Director of Planning Jason Alexander made brief comments and answered questions.

ADJOURNMENT

Chair Lewis adjourned the meeting at 2:56 p.m.

ATTEST: Casey Lewis, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4890

Agenda Date: 9/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Title

Minutes - Approval of the August 30, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

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 August 30, 2022 Housing Market Growth Strategy Sub-Committee 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 - Housing Market Growth Strategy Sub-Committee

Tuesday, August 30, 2022

1:00 PM

City Hall

CALL TO ORDER

Chairman Lewis called the meeting to order at 1:00 p.m.

Staff present: City Manager Joe Smolinski, Assistant City Manager Matt Jones, Executive Director of Economic Development Jason Moore, Director of Planning Jason Alexander, City Secretary Susana Marin

Present 3 - Casey Lewis; Julie Short and Tamera Bounds

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Chairman Lewis recessed the meeting into executive session at 1:00 p.m. Chairman Lewis called the executive session to order in the Council Conference Room at 1:01 p.m. Chairman Lewis recessed the executive session at 1:14 p.m.

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 #21-01

RECONVENE INTO REGULAR BUSINESS SESSION

Chairman Lewis reconvened into regular business session at 1:14 p.m.

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEMS

Discussion Regarding Residential Development Located at the Shops at Broad

BridgeView Real Estate representative Steve May and Dru Guillot provided a brief overview of the proposed residential development located at the Shops at Broad. Mr. Guillot touched on the project vision, current market trends, the project team, project

site plan, project designs to include phase one and phase two, the potential timeline and the next steps. Mr. May and Mr. Guillot answered questions. Sub-committee members provided feedback regarding the project and the increased density.

Discussion Regarding Proposed Development Projects by Stillwater Capital Located in The Reserve

Stillwater Capital representative Clay Roby and Cole Henley provided an update on the proposed development by Stillwater. They explained the diverse mix of uses in the urban core of the development and provided an update on the site plans that are being developed. Director of Planning Jason Alexander discussed parking to include surface parking and a parking garage. Mr. Henley spoke about retail, a hotel and convention center, medical office, urban residential with increased density, a City Hall and central park and land use. The Master Development Agreement and the proposed terms in it were discussed and the subcommittee provided clarification from the action the City Council took at the August 22, 2022 Regular City Council Meeting.

The subcommittee discussed having a monthly meeting with Stillwater to continue discussions regarding the proposed development.

ADJOURNMENT

Chairman Lewis adjourned the meeting at 3:27 p.m.

ATTEST: Casey Lewis, Chair

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4892

Agenda Date: 9/12/2022

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 July 31, 2022

Requested Action

Attached is the Monthly Financial Report for the period ending July 31, 2022 for Council's review.

Recommendation

Review the Financial Statement for the period ending July 31, 2022.

Description/History

Monthly Financial Report

Justification

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

Funding Source

N/A

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

INTERIM DISCUSSION OF THE CITY'S FINANCIAL CONDITION

Statement of Financial Condition

The City of Mansfield, Texas is in solid financial condition as of and through the ten months ending July 31, 2022 of the fiscal year ending September 30, 2022.

Significant Financial Activity through the Period

- Capital Improvements –
 - Equipment replaced, \$2,781,427
 - Streets, \$2,264,647
 - Fire Station #5 (including land), \$5,863,580, current year - \$78,024
 - Man House renovation, \$1,447,596, current year - \$4,679
 - Police Station, \$1,578,523, current year - \$988,750
 - Library Expansion, \$1,995,035, current year \$1,842,065
 - Tactical Training Facility, \$3,638,442, current year \$3,493,035
- Financing –
 - Affirmed General Fund bond rating with all 3 ratings agencies.

General Fund Financial Activity

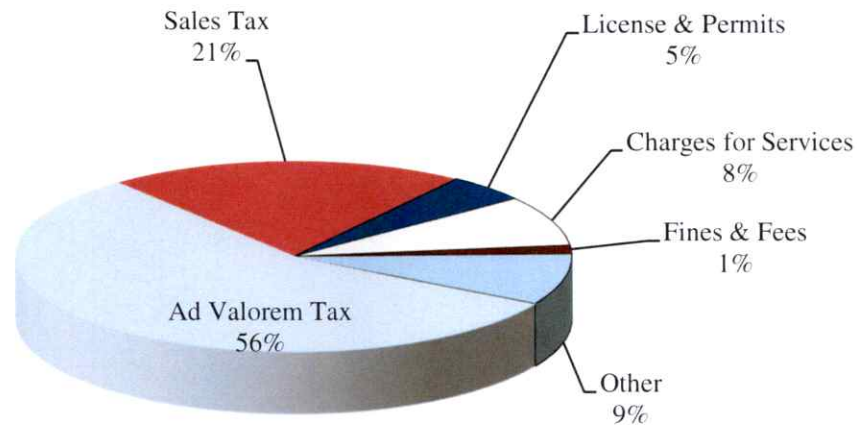
Overall general fund revenue collected as of July 31, 2022 is 94.33% of anticipated collections. Expenditures as of July 31, 2022 are in line with budgeted expectations or 78.98% of the expected expenditures have been spent as of July 31, 2022. As of July 31, 2022 the City's current net assets are at estimated results.

City of Mansfield, Texas interim unaudited financial report for the month and ten (10) month period ended July, 2022

2022

General Fund Revenues

Allocation of Receipts as of July 31, 2022



Property Tax Collections

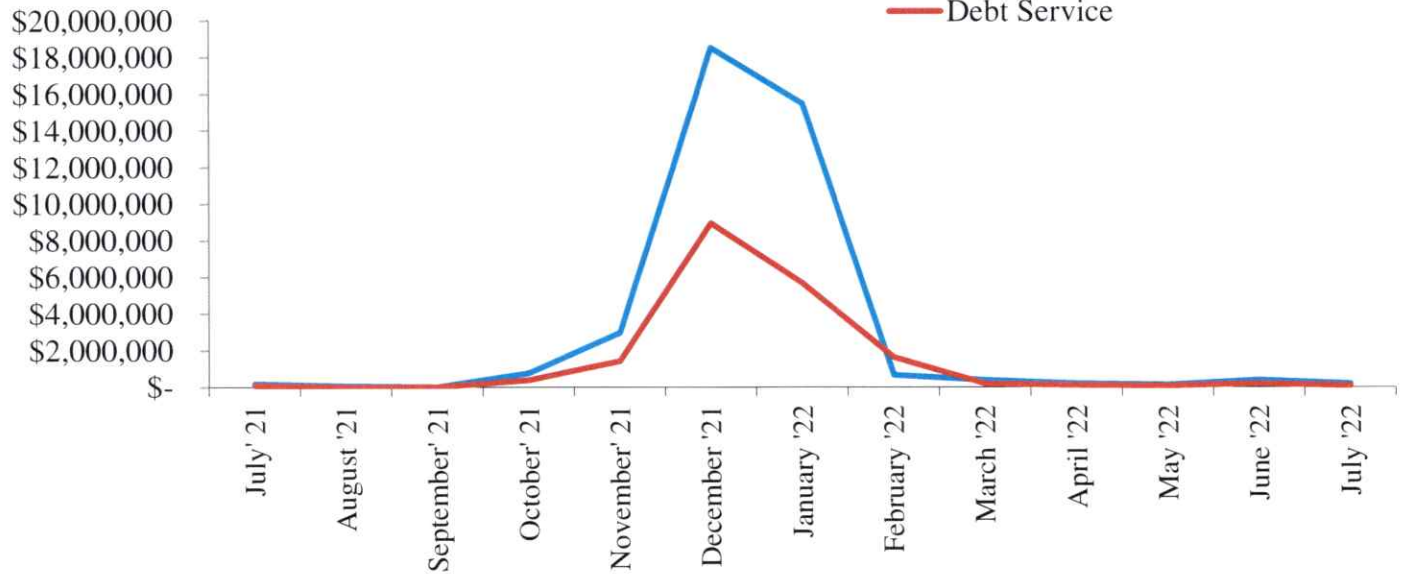
Most of the City's property tax is collected in the first four or six months of the fiscal year as property tax bills are generally due within the first four months of the City's fiscal year. Property tax collections through July 31, 2022 are \$39,004,628. Last year's collections were \$38,074,177 for the same period, a 2.44% increase over the prior year..

As of July 31, 2022, actual debt service property tax collections were \$18,703,522. For the same period last year, property tax collections were \$17,862,154 an increase of 4.71%.

City of Mansfield, Texas interim unaudited financial report for the month and ten (10) month period ended July, 2022

2022

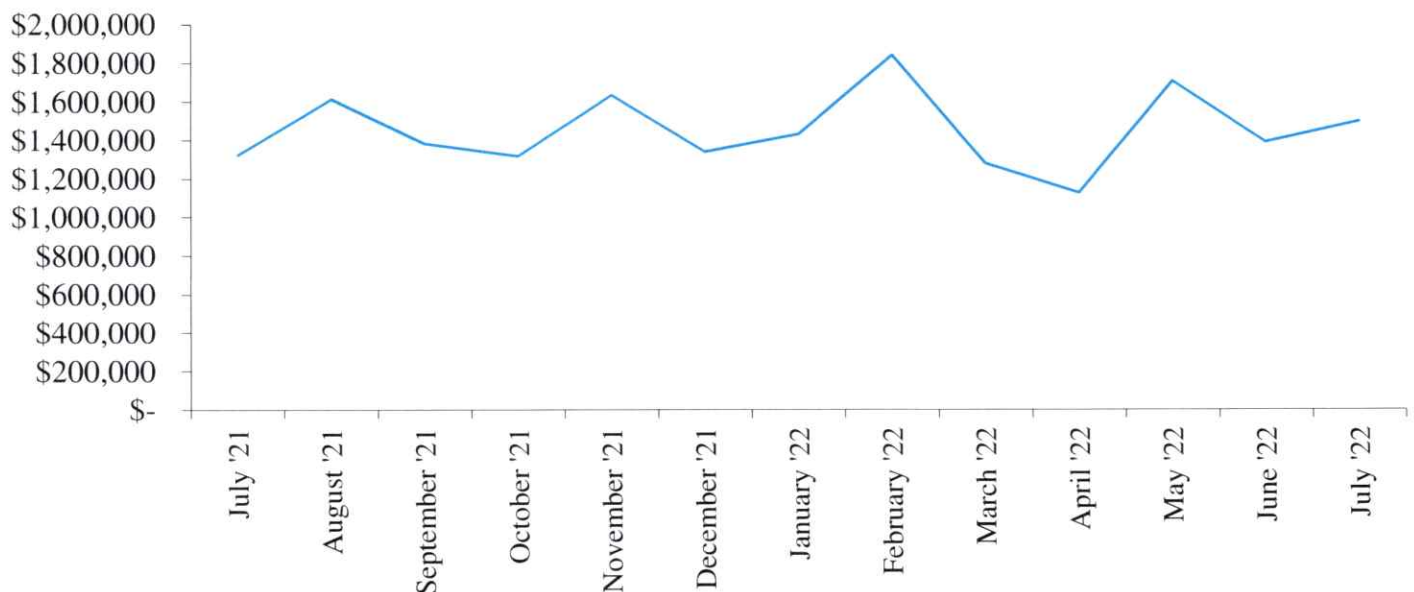
Ad Valorem Tax Collections by Month



Sales Tax

Sales tax per capita is \$200 as budgeted. Sales Tax collections for the period July 1, 2022 through July 31, 2022, total \$1,502,924 as compared to \$1,321,551 for the same period last year. This is an increase of 13.72% over the same period as last year.

Sales Tax Collections



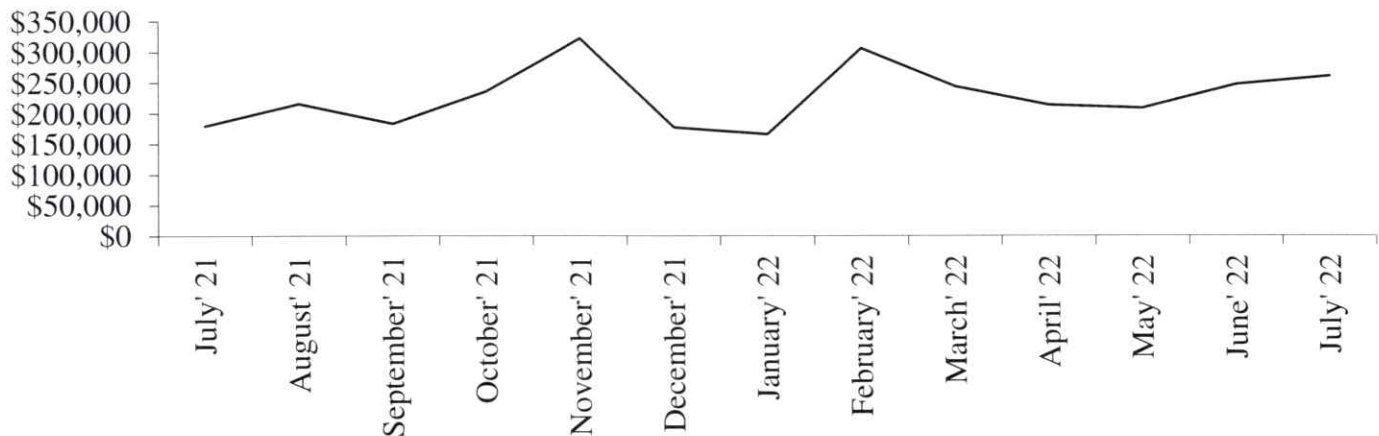
City of Mansfield, Texas interim unaudited financial report for the month and ten (10) month period ended July, 2022

2022

Building Permits

Building activity has increased in year over year comparisons. Building permits revenues in July 2022 compared to July 2021 are \$259,422 and \$179,367 respectively, representing an increase of \$80,055 or 44.63% more than the same period last year. Building activity for the year is more than budgeted estimates.

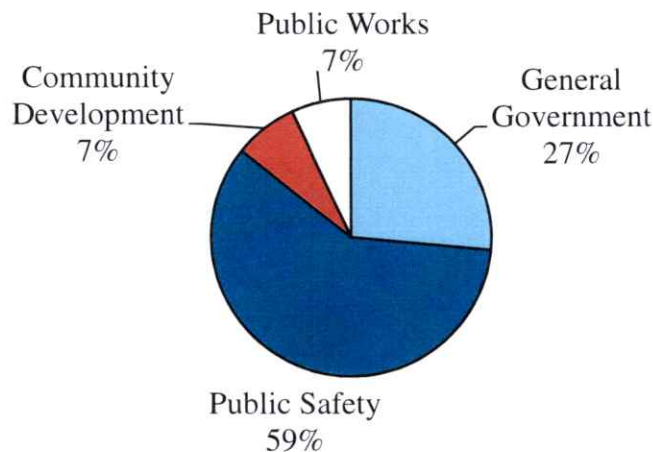
Building Permits Collections by Month



Expenditure/Uses

The City has spent \$57,766,672 of its expected expenditures of \$73,140,492 or 78.98% of the City total operating budget. The majority of the City's General Operating Fund is for the purposes of servicing the needs of the public's safety. A total of \$42,362,806 will be spent on the policing needs and fire needs of the City. Expenditures are at expectations as of July 31, 2022.

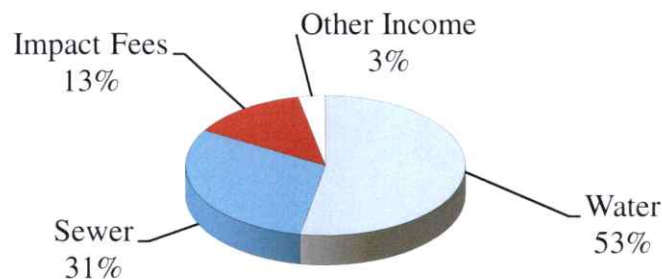
Actual Expenses



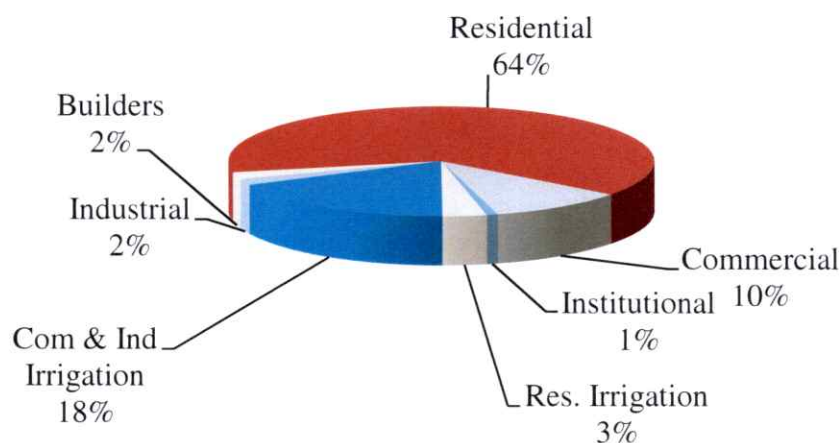
Water & Sewer Financial Activity

Currently the Fund has collected 103.89% of its Budgeted Revenue to date or \$39,586,328 of \$38,104,975 in Budgeted Revenue.

Revenues



Average Consumption Per Account



The Department's expenses are at anticipated levels to date. The overall expenditure activity of the fund (excluding depreciation) indicates 82.43% of the budgeted expenses to date. The costs of raw water and sewer treatment are within budgeted estimates.

INVESTMENT SCHEDULE:

A schedule of investments is included in your packet for period ended July 31, 2022.

TABLE OF CONTENTS

TABLE OF CONTENTS	1
GENERAL FUND	
Definition	3
Comparative Statement of Net Position	4
Summary Revenues & Expenditures	5
Comparative Statement of Activities	6
Graphic Analysis – Revenues	9
Graphic Analysis – Expenditures	10
Graphic Analysis – Fund Balance	11
SPECIAL REVENUE FUNDS	
Definition	12
TIRZ (Tax Incremental Reinvestment Zone) Number One Fund	
Comparative Statement of Net Position	13
Comparative Statement of Activities	14
TIRZ (Tax Incremental Reinvestment Zone) Number Two Fund	
Comparative Statement of Net Position	15
Comparative Statement of Activities	16
Hotel/Motel Occupancy Tax Fund	
Comparative Statement of Net Position	17
Comparative Statement of Activities	18
Comparative Budget and Cash Analysis	19
Mansfield Parks Facilities Development Corporation	
Comparative Statement of Net Position	20
Comparative Statement of Activities	21
Mansfield Economic Development Corporation	
Comparative Statement of Net Position	22
Comparative Statement of Activities	23
South Pointe PID	
Comparative Statement of Net Position	24
Comparative Statement of Activities	25
DEBT SERVICE FUNDS	
Definition	26
General Obligation Debt Service Fund	
Comparative Statement of Net Position	27
Comparative Statement of Activities	28
Mansfield Parks Facilities Development Corporation Debt Service Fund	
Comparative Statement of Net Position	29
Comparative Statement of Activities	30

CAPITAL PROJECTS FUNDS

Definition	31
Street Construction Fund	
Comparative Statement of Net Position	32
Comparative Statement of Activities	33
Building Construction Fund	
Comparative Statement of Net Position	34
Comparative Statement of Activities	35
Equipment Replacement Fund	
Comparative Statement of Net Position	36
Comparative Statement of Activities	37
Park Construction Fund	
Comparative Statement of Net Position	38
Comparative Statement of Activities	39

ENTERPRISE FUNDS

Definition	40
Utility Fund	
Comparative Statement of Net Position	41
Comparative Statement of Activities	42
Revenue Bond Coverage	43
Graphic Analysis – Water Consumption	44
Graphic Analysis – Water Sales	45
Graphic Analysis – Sewer Service	46
Graphic Analysis – Total Revenues	47
Graphic Analysis – Total Expenditures	48
Drainage Utility Fund	
Comparative Statement of Net Position	49
Comparative Statement of Activities	50

SALES TAX COMPARISON 51

General Fund	
October 2021 to September 2022	52
Mansfield Parks Facilities Development Corporation	
October 2021 to September 2022	53
Mansfield Economic Development Corporation	
October 2021 to September 2022	54
Combined Sales Tax Comparison	
(General Fund, Mansfield Parks Facilities Development Corporation	
And Mansfield Economic Development Corporation)	
October 2021 to September 2022	55

SCHEDULE OF INVESTMENTS 56

GENERAL FUND

The General Fund is used to account for resources traditionally associated with government which are not legally required to be accounted for in another fund.

City of Mansfield, Texas

**Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)**

General Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash and Investments	\$ 36,580,334	\$ 30,560,464
Receivables:		
Current Year Taxes	495,733	396,426
Delinquent Taxes (Net of Allowance of \$638,605)	-	-
Accounts (Net of Allowance of \$254,026)	1,778,509	892,553
Ambulance	1,956,256	1,673,822
Municipal Court	42,342	28,122
Due From Other Funds	1,791,139	-
Capital Assets (net of accumulated depreciation)	483,749,129 *	453,053,593
Total Assets	\$ 526,393,442	\$ 486,604,980
<u>DEFERRED OUTFLOW OF RESOURCES</u>		
Deferred Pension Contributions	\$ 3,955,241	\$ 3,925,423
Deferred OPEB Contributions	689,754	2,145,464
Deferred Investment Losses	-	387,125
Deferred Assumption Changes	408,728	242,190
Deferred Actuarial Experience	7,153,795	9,121,809
Deferred Loss on Refunding	2,073,598 *	2,357,349
Total Deferred Outflows of Resources	14,281,116	18,179,360
Total Assets and Deferred Outflows of Resources	540,674,558	504,784,340
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</u>		
<u>LIABILITIES:</u>		
Accounts Payable	\$ 428,981	\$ 421,367
Accrued Liabilities	485,624	471,489
Deferred Revenue	2,494,331	2,098,370
Noncurrent liabilities:		
Due within one year	16,071,071 *	15,512,302
Due in more than one year	184,342,253 *	246,182,830
Total Liabilities	203,822,260	264,686,358
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Prepaid Rent	1,253,333 *	1,333,333
Deferred Assumption Changes	618,550	1,216,897
Deferred Investment Gains	5,634,688	3,800,551
Deferred actuarial experience	602,921	-
Plan Changes	18,550,639	-
Deferred gain of refunding	13,366 *	9,068
Total Deferred Inflows of Resources	26,673,497	6,359,849
<u>FUND BALANCES:</u>		
Invested in capital assets, net of related debt	283,335,805 *	191,358,461
Assigned for deferred outflows/inflows	(12,392,381)	11,819,511
Unassigned	39,235,377	30,560,161
Total Fund Balances	310,178,801	233,738,133
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 540,674,558	\$ 504,784,340

* Current year presentation only, does not include current year depreciation expense.

* Does not conform with Generally Accepted Accounting Principals or Governmental Accounting Standards

*For presentation purposes the capital assets and outstanding debt of the Governmental Funds have been consolidated into the General Operating Fund of the City.

City of Mansfield, Texas

Summary Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

General Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
REVENUES:							
Taxes	\$ 1,914,316	\$ 1,666,600	\$ 58,221,117	\$ 54,136,663	\$ 62,625,967	\$ (4,404,851)	92.97%
License And Permits	311,599	258,332	3,309,695	2,981,733	2,368,344	941,351	139.75%
Grant Revenue	-	71,221	242,545	261,060	200,000	42,545	121.27%
Charges For Services	694,237	579,787	5,941,225	5,323,737	6,302,012	(360,787)	94.28%
Fines And Fees	93,890	108,577	1,015,675	932,331	1,228,878	(213,203)	82.65%
Interest Earnings	-	393	30,339	7,745	50,000	(19,661)	60.68%
Miscellaneous	270,328	169,583	1,391,324	1,083,160	1,597,273	(205,949)	87.11%
Total Revenues	3,284,370	2,854,493	70,151,920	64,726,429	74,372,474	(4,220,555)	94.33%
EXPENDITURES:							
General Government	1,439,083	1,534,537	15,315,347	14,319,989	19,101,216	3,785,869	80.18%
Public Safety	3,042,219	3,982,976	34,225,775	32,394,187	42,362,806	8,137,031	80.79%
Public Works	252,740	628,117	3,993,206	3,080,401	5,857,019	1,863,813	68.18%
Community Development	509,052	499,285	4,232,344	3,754,322	5,819,451	1,587,107	72.73%
Total Expenditures	5,243,094	6,644,915	57,766,672	53,548,899	73,140,492	15,373,820	78.98%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(1,958,724)	(3,790,422)	12,385,248	11,177,530	1,231,982		
OTHER FINANCING SOURCES (USES)							
Reserve/Contingency	-	-	-	-	(61,178)	(61,178)	0.00%
Sale of Capital Assets, net	-	-	-	-	-	-	0.00%
Financing, net	-	-	-	-	-	-	0.00%
Sources	-	-	1,472,854	-	2,759,961	1,287,107	0.00%
(Uses)	-	(11,160)	(2,016,630)	(2,804,668)	(3,930,765)	(1,914,135)	51.30%
Total Other Financing Sources (Uses)	-	(11,160)	(543,776)	(2,804,668)	(1,231,982)	(688,206)	44.14%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(1,958,724)	(3,801,582)	11,841,472	8,372,862	-		
FUND BALANCE							
BEGINNING	41,194,101	34,361,743	27,393,905	22,187,299	21,934,063		
ENDING	\$ 39,235,377	\$ 30,560,161	\$ 39,235,377	\$ 30,560,161	\$ 21,934,063		

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

General Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
REVENUES:							
Taxes-Current	\$ 161,309	\$ 166,270	\$ 38,836,681	\$ 37,951,726	\$ 43,052,467	\$ (4,215,786)	90.21%
Taxes-Prior	22,679	4,678	167,947	122,451	174,144	(6,198)	96.44%
Gas Royalty Income	2,796	568	436,330	429,389	433,879	2,451	100.56%
Franchise Taxes	181,646	133,988	3,749,199	3,498,298	3,559,504	189,695	105.33%
Sales Taxes	1,505,563	1,323,825	14,613,796	11,689,631	14,985,082	(371,286)	97.52%
Mix Drink Taxes	27,620	25,460	249,173	188,945	238,831	10,342	104.33%
Delinquent P& I	12,703	11,811	167,991	256,223	182,060	(14,069)	92.27%
Total Taxes	1,914,316	1,666,600	58,221,117	54,136,663	62,625,967	(4,404,851)	92.97%
LICENSE & PERMITS							
Building Permits	259,422	179,367	2,510,842	2,128,149	1,739,701	771,141	144.33%
Other Lic/Permits	52,177	78,965	798,853	853,584	628,643	170,210	127.08%
Total License & Permits	311,599	258,332	3,309,695	2,981,733	2,368,344	941,351	139.75%
GRANT REVENUE	-	71,221	242,545	261,060	200,000	42,545	121.27%
CHARGES FOR SERVICES							
Sanitation	368,412	390,098	3,564,549	3,403,209	4,049,047	(484,498)	88.03%
Ambulance Services	159,463	174,904	1,470,604	1,415,400	1,868,965	(398,361)	78.69%
Fines & Fees-Engineering	166,362	14,785	906,072	505,128	384,000	522,072	235.96%
Total Charges For Services	694,237	579,787	5,941,225	5,323,737	6,302,012	(360,787)	94.28%
FINES & FEES							
Fines & Fees-Court	83,959	78,905	776,420	646,413	858,769	(82,349)	90.41%
Fines & Fees-Other	9,931	29,672	239,255	285,918	370,109	(130,854)	64.64%
Total Fines & Fees	93,890	108,577	1,015,675	932,331	1,228,878	(213,203)	82.65%
INTEREST EARNINGS	-	393	30,339	7,745	50,000	(19,661)	60.68%
MISCELLANEOUS							
Jail Contract Housing	128,359	73,536	308,850	294,143	287,937	20,913	107.26%
Certificate Of Occupancy	1,320	720	12,780	13,320	14,400	(1,620)	88.75%
Mowing	605	0	15,304	3,363	-	15,304	0.00%
Sale Of Property	1,213	74	13,596	22,565	-	13,596	0.00%
Zoning Fees	4,700	16,635	73,858	106,235	78,000	(4,142)	94.69%
Health & Rent Inspection Fees	15,210	0	234,280	0	583,375	(349,095)	40.16%
Miscellaneous	118,921	78,618	732,656	643,534	633,561	99,095	115.64%
Total Miscellaneous	270,328	169,583	1,391,324	1,083,160	1,597,273	(205,949)	87.11%
Total Revenues	\$ 3,284,370	\$ 2,854,493	\$ 70,151,920	\$ 64,726,429	\$ 74,372,474	\$ (4,220,555)	94.33%

City of Mansfield, Texas

Statement of Activities - Budget and Actual

For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

General Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
EXPENDITURES:							
GENERAL GOVERNMENT							
Non-departmental	\$ 130,007	\$ 210,390	\$ 1,721,600	\$ 2,354,210	\$ 3,256,867	\$ 1,535,267	52.86%
City Council	20,447	10,804	247,345	132,914	231,059	(16,286)	107.05%
Intern Program	5,960	7,352	25,158	21,904	51,907	26,749	48.47%
Administration	129,662	157,879	1,380,314	1,505,563	1,598,654	218,340	86.34%
Legal	30,237	-	236,864	560,647	332,500	95,636	71.24%
Human Resources	65,570	113,199	862,745	810,797	839,816	(22,929)	102.73%
Finance	36,235	39,889	414,829	237,395	497,155	82,326	83.44%
Accounting	27,831	40,044	423,003	342,758	530,667	107,664	79.71%
Purchasing	21,335	35,810	514,922	287,610	394,807	(120,115)	130.42%
Tax Collection	-	-	373,357	338,723	366,008	(7,349)	102.01%
Information Technology	77,730	91,261	885,358	707,748	1,128,882	243,524	78.43%
Sanitation	290,093	286,428	2,605,492	2,496,597	3,316,513	711,021	78.56%
Public Records	16,108	27,193	199,940	74,271	299,629	99,689	66.73%
City Secretary	32,355	35,435	373,039	413,881	498,744	125,705	74.80%
Planning Administration	82,939	146,275	931,978	1,019,963	1,186,623	254,645	78.54%
Construction Codes Boards	-	-	305	639	30,175	29,870	1.01%
Planning/Zoning Comm	229	2,054	7,218	5,915	14,021	6,803	51.48%
Engineering	46,189	58,158	527,003	441,877	519,177	(7,826)	101.51%
Historic Landmark	-	13	27	489	3,150	3,123	0.87%
Development Services	15,722	21,803	313,136	293,108	368,753	55,617	84.92%
Building Inspection	222,056	112,370	1,496,677	947,878	1,283,724	(212,953)	116.59%
Board of Adjustments	-	-	1	156	1,948	1,947	0.03%
Code Compliance	45,701	68,164	475,730	500,312	546,261	70,531	87.09%
Rental & Health Inspection	33,334	-	291,859	-	518,275	226,416	56.31%
Building Maintenance	109,343	70,016	1,007,447	824,595	1,285,901	278,454	78.35%
Total	1,439,083	1,534,537	15,315,347	14,319,989	19,101,216	3,785,869	80.18%
PUBLIC SAFETY							
Police Administration	118,498	160,267	1,629,241	1,586,036	1,901,909	272,668	85.66%
Communications	192,602	259,547	2,686,538	2,480,290	3,234,850	548,312	83.05%
Patrol	688,703	958,273	7,476,764	7,641,972	10,059,714	2,582,950	74.32%
CID And Narcotics	263,582	327,698	2,689,930	2,703,129	3,499,688	809,758	76.86%
Jail Operations	104,652	136,281	1,378,459	1,030,763	1,437,858	59,399	95.87%
Animal Control	65,668	86,888	680,237	655,991	830,773	150,536	81.88%
CVE Traffic Enforcement	21,241	32,856	265,309	242,190	335,508	70,199	79.08%
Traffic Enforcement	45,854	47,346	513,489	608,990	641,442	127,953	80.05%
K-9 Patrol	9,655	15,870	108,267	107,383	142,687	34,420	75.88%
COPS	66,046	93,398	798,605	618,132	751,191	(47,414)	106.31%
Municipal Court	26,956	52,695	390,087	470,653	671,626	281,539	58.08%
Training	66,794	81,052	710,566	537,590	790,659	80,093	89.87%
Police Grant Expenditures	30,030	43,856	405,645	483,341	401,473	(4,172)	101.04%
Fire Administration	160,415	194,997	1,852,924	1,246,680	2,087,516	234,592	88.76%
Fire Prevention	60,860	93,539	655,008	640,958	848,824	193,816	77.17%
Emergency Management	57,823	84,431	790,077	705,556	895,450	105,373	88.23%
Fire Operations	1,062,840	1,313,982	11,194,629	10,634,534	13,831,638	2,637,009	80.93%
Total	3,042,219	3,982,976	34,225,775	32,394,187	42,362,806	8,137,031	80.79%

City of Mansfield, Texas

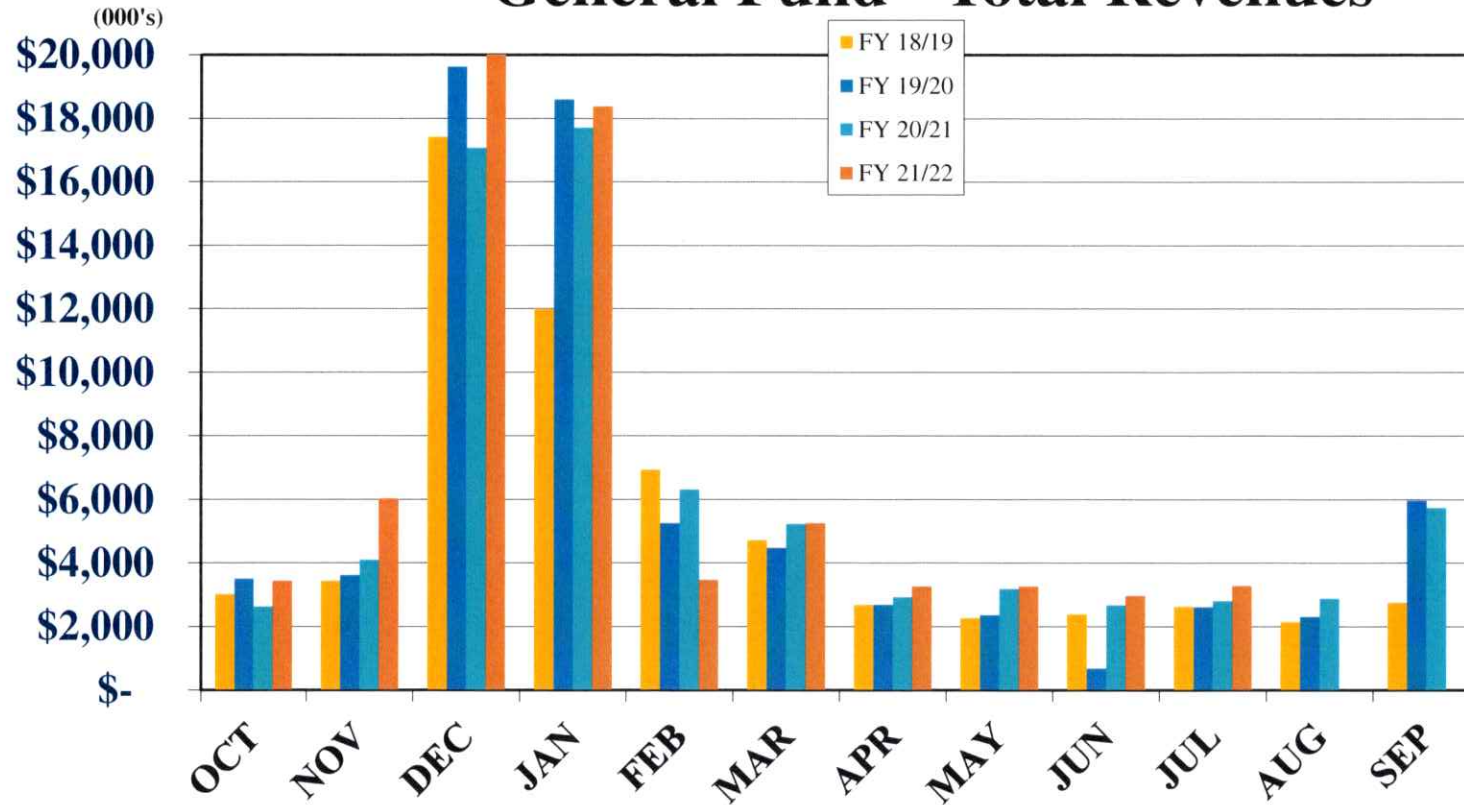
Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

General Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
PUBLIC WORKS							
Street Maintenance	252,740	628,117	3,993,206	3,080,401	5,857,019	1,863,813	68.18%
Traffic Control	-	-	-	-	-	-	0.00%
Total	252,740	628,117	3,993,206	3,080,401	5,857,019	1,863,813	68.18%
COMMUNITY SERVICES							
Parks & Recreation Operations	164,381	233,998	1,583,533	1,529,762	2,403,505	819,972	65.88%
Communications & Marketing	161,042	21,655	691,380	434,514	729,532	38,152	94.77%
Downtown Parking	792	328	6,490	3,882	-	(6,490)	0.00%
Senior Citizens	22,759	25,387	256,578	199,074	332,684	76,106	77.12%
Cultural Services	61,702	73,314	570,268	428,503	729,374	159,106	78.19%
Library	98,376	144,603	1,124,095	1,158,587	1,624,356	500,261	69.20%
Total	509,052	499,285	4,232,344	3,754,322	5,819,451	1,587,107	72.73%
TOTAL EXPENDITURES	\$ 5,243,094	\$ 6,644,915	\$ 57,766,672	\$ 53,548,899	\$ 73,140,492	\$ 15,373,820	78.98%
EXCESS REVENUES OVER(UNDER) EXPENDITURES	(1,958,724)	(3,790,422)	12,385,248	11,177,530	1,231,982		
OTHER FINANCING SOURCES (USES)							
SOURCES:							
Utility Fund-Transfer	-	-	-	-	2,518,561	2,518,561	0.00%
MEDC - Transfer	-	-	-	-	241,400	241,400	0.00%
Transfer	-	-	1,472,854	-	-	(1,472,854)	0.00%
Bond Proceeds	-	-	-	-	-	-	0.00%
Premiums on Bond Issuance	-	-	-	-	-	-	0.00%
Sale of Capital Assets, net	-	-	-	-	-	-	0.00%
Total Other Financing Sources	-	-	1,472,854	-	2,759,961	1,287,107	0.00%
(USES):							
Land	-	-	-	-	-	-	0.00%
MPFDC	-	-	-	-	(221,132)	(221,132)	0.00%
Transfers	-	-	-	-	(1,924,648)	(1,924,648)	0.00%
PFA Insurance	-	(11,160)	(874,038)	(891,127)	(848,985)	25,053	109.99%
Economic Incentives	-	-	(1,142,592)	(1,913,541)	(936,000)	206,592	3.38%
Discount on Bond Issuance	-	-	-	-	-	-	0.00%
Bond Issuance Costs	-	-	-	-	-	-	0.00%
Reserve/Contingency	-	-	-	-	(61,178)	(61,178)	575.52%
Total Other Financing Uses	-	(11,160)	(2,016,630)	(2,804,668)	(3,991,943)	(1,975,313)	28.99%
Total Other Financing Sources (Uses)	-	(11,160)	(543,776)	(2,804,668)	(1,231,982)	(688,206)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(1,958,724)	(3,801,582)	11,841,472	8,372,862	-		
UNRESERVED FUND BALANCE							
BEGINNING	41,194,101	34,361,743	27,393,905	22,187,299	21,934,063		
ENDING	<u>\$ 39,235,377</u>	<u>\$ 30,560,161</u>	<u>\$ 39,235,377</u>	<u>\$ 30,560,161</u>	<u>\$ 21,934,063</u>		



CITY OF MANSFIELD

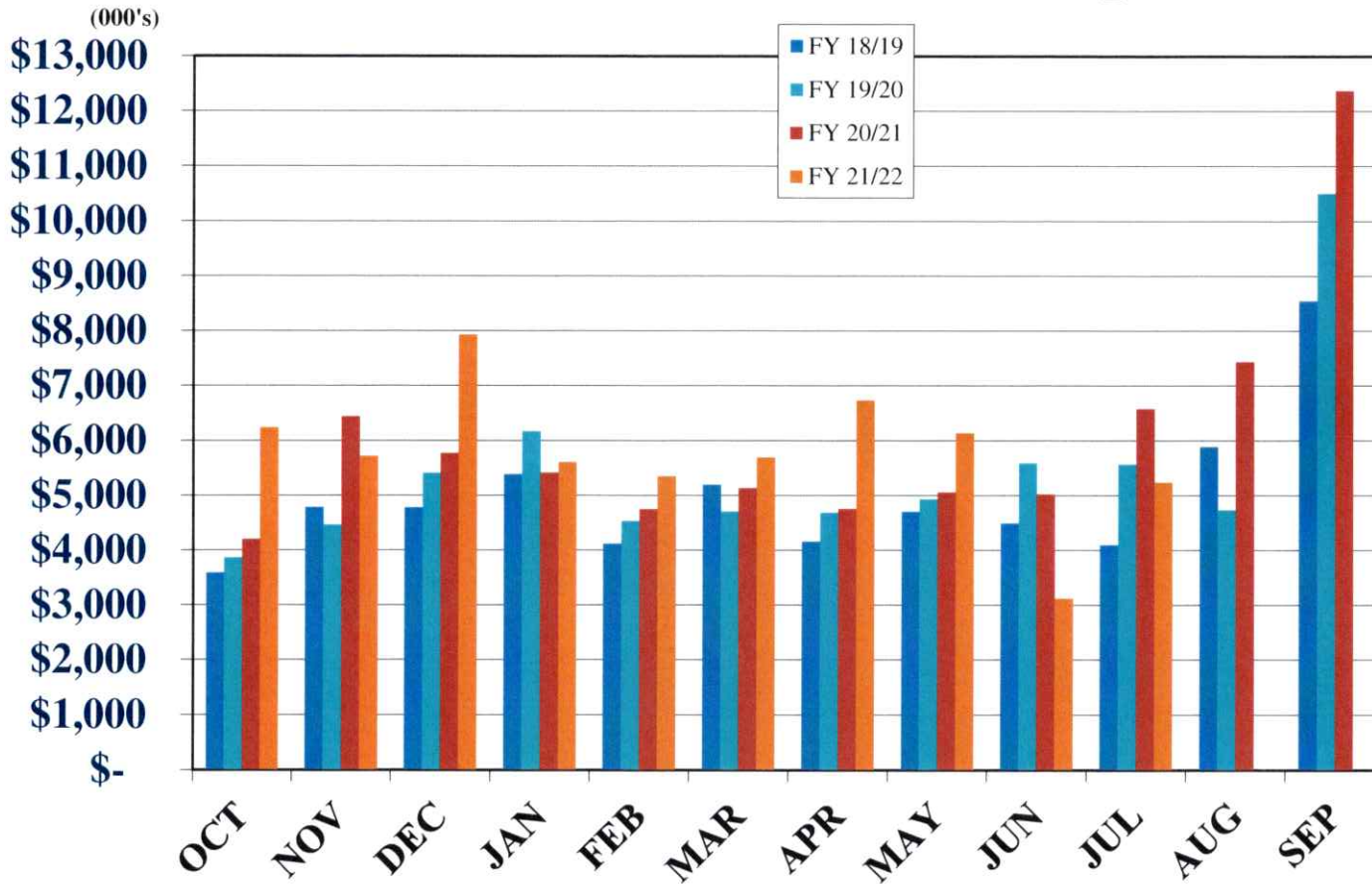
General Fund - Total Revenues





CITY OF MANSFIELD

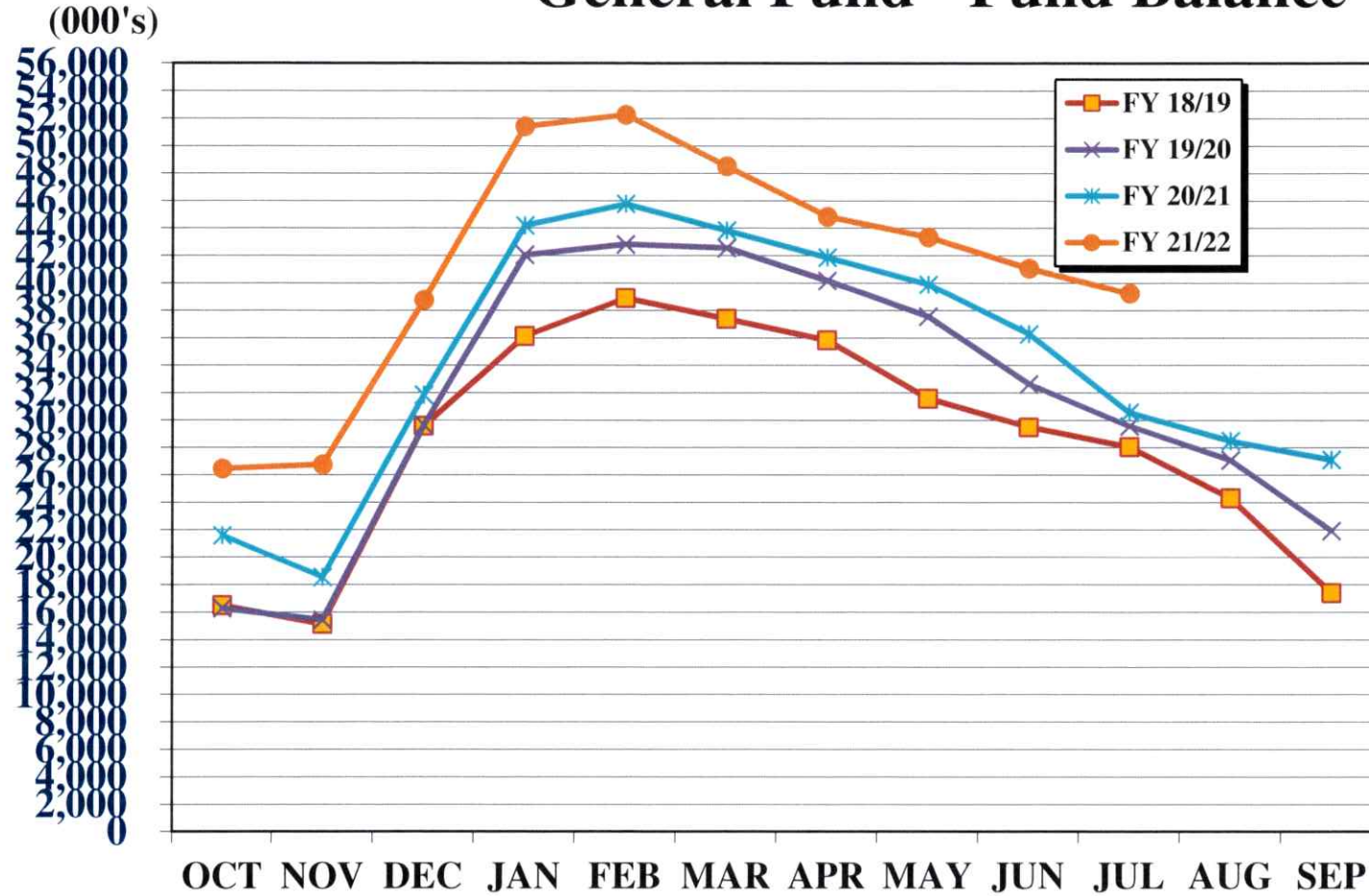
General Fund - Total Expenditures





CITY OF MANSFIELD

General Fund - Fund Balance



SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes defined by the City.

The TIF Number One Fund or Tax Incremental Financing Fund Number One is used to account for taxes generated in the designated TIF Zone. These taxes will be used to reimburse developers for infrastructure costs.

The TIF Number Two Fund or Tax Incremental Financing Fund Number Two is used to account for taxes generated in the designated TIF Zone. These taxes will be used to revitalize the downtown area of Mansfield. The revitalization will come through the use of public funds for public improvements in the area.

The Hotel/Motel Fund is used to account for the occupancy taxes generated from the local hotels that are used to promote the City of Mansfield and events in the City that further promote hotel stays.

The Mansfield Parks Facility Development Corporation Fund – This 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. These projects will be financed through sales tax supported bonds.

The Mansfield Economic Development Corporation Fund – This fund is used to account for the ½ cent Sales Tax used for the promotion of Economic Development within the City.

The South Pointe Public Improvement District (PID) Fund – This fund is used to account for the improvement or maintenance within a defined area.

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Tax Increment Reinvestment Zone Fund One	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 8,147,102	\$ 6,679,115
Due From Other Funds	24,581	24,581
	<hr/>	<hr/>
Total Assets	<u>\$ 8,171,683</u>	<u>\$ 6,703,696</u>
<u>LIABILITIES & FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ 524,769	\$ 604,987
Retainage Payable	-	-
	<hr/>	<hr/>
Total Liabilities	<u>524,769</u>	<u>604,987</u>
FUND BALANCES:		
Fund Balance	5,252,236	4,178,778
Excess Revenues Over Expenditures	2,394,678	1,919,931
	<hr/>	<hr/>
Total Fund Balances	<u>7,646,914</u>	<u>6,098,709</u>
	<hr/>	<hr/>
Total Liabilities And Fund Balances	<u>\$ 8,171,683</u>	<u>\$ 6,703,696</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Tax Increment Reinvestment Zone Fund Number One	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
<u>REVENUES:</u>				
Taxes, Penalties, And Interest	\$ -	\$ -	2,872,388	1,919,396
Interest Income	-	13	5,884	535
Total Revenues	-	13	2,878,272	1,919,931
<u>EXPENDITURES:</u>				
General Government	-	-	483,594	-
Debt Service -				
Principal Retirement	-	-	-	-
Interest	-	-	-	-
Lease Payments	-	-	-	-
Bond Issuance Cost	-	-	-	-
Fiscal Charges	-	-	-	-
Total Expenditures	-	-	483,594	-
Excess Of Revenues Over (Under) Expenditures	-	13	2,394,678	1,919,931
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfers Out	-	-	-	-
Bonds Issued	-	-	-	-
Premium on Bonds Issued	-	-	-	-
Discounts on Bonds Issued	-	-	-	-
Payment to Refunded Bond Escrow Agent	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	13	2,394,678	1,919,931
FUND BALANCE, BEGINNING	7,646,914	6,098,696	5,252,236	4,178,778
FUND BALANCE, ENDING	\$ 7,646,914	\$ 6,098,709	\$ 7,646,914	\$ 6,098,709

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Tax Increment Reinvestment Zone Fund Two	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 572,867	\$ 976,999
Receivable	700,000	-
	<hr/>	<hr/>
Total Assets	<u>\$ 1,272,867</u>	<u>\$ 976,999</u>
<u>LIABILITIES & FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ -	\$ -
Due To Other Funds	1,791,139	-
Retainage Payable	-	-
	<hr/>	<hr/>
Total Liabilities	<u>1,791,139</u>	<u>-</u>
FUND BALANCES:		
Fund Balance	(814,140)	389,497
Excess Revenues Over		
Expenditures	295,868	587,502
	<hr/>	<hr/>
Total Fund Balances	<u>(518,272)</u>	<u>976,999</u>
Total Liabilities And Fund Balances	<u>\$ 1,272,867</u>	<u>\$ 976,999</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Tax Increment Reinvestment Zone Fund Number Two	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
REVENUES:				
Taxes, Penalties, And Interest	\$ -	\$ -	\$ 720,706	\$ 587,502
Interest Income	-	-	-	-
Total Revenues	-	-	720,706	587,502
EXPENDITURES:				
General Government	-	-	424,838	-
Debt Service -				
Principal Retirement	-	-	-	-
Interest	-	-	-	-
Lease Payments	-	-	-	-
Bond Issuance Cost	-	-	-	-
Fiscal Charges	-	-	-	-
Total Expenditures	-	-	424,838	-
Excess Of Revenues Over (Under) Expenditures	-	-	295,868	587,502
OTHER FINANCING SOURCES (USES)				
Transfers In / (Out)	-	-	-	-
Premium on Bonds Issued	-	-	-	-
Discounts on Bonds Issued	-	-	-	-
Payment to Refunded Bond Escrow Agent	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	295,868	587,502
FUND BALANCE, BEGINNING	(518,272)	976,999	(814,140)	389,497
FUND BALANCE, ENDING	\$ (518,272)	\$ 976,999	\$ (518,272)	\$ 976,999

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Hotel/Motel Occupancy Tax Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 1,730,743	\$ 1,238,992
Accounts Receivable	<u>2,277</u>	<u>2,577</u>
Total Assets	<u><u>\$ 1,733,020</u></u>	<u><u>\$ 1,241,569</u></u>
<u>LIABILITIES & FUND BALANCES</u>		
LIABILITIES:		
Accrued Liabilities	<u>\$ 19,991</u>	<u>\$ 19,294</u>
Total Liabilities	<u>19,991</u>	<u>19,294</u>
FUND BALANCES:		
Fund Balance	1,492,875	1,034,174
Excess Revenues Over Expenditures	<u>220,154</u>	<u>188,101</u>
Total Fund Balances	<u>1,713,029</u>	<u>1,222,275</u>
Total Liabilities And Fund Balances	<u><u>\$ 1,733,020</u></u>	<u><u>\$ 1,241,569</u></u>

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Hotel/Motel Occupancy Tax Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Hotel Occupancy Tax	\$ 89,495	\$ 37,284	\$ 695,887	\$ 498,757	\$ 725,000	\$ (29,113)	95.98%
Miscellaneous Income	\$ 793	\$ 1,300	20,060	13,602	-	20,060	0.00%
Total Revenues	90,288	38,584	715,947	512,359	725,000	(9,053)	98.75%
<u>EXPENDITURES:</u>							
Mansfield Historical Society	-	-	-	-	-	-	0.00%
Mansfield Invitational	-	-	-	-	-	-	0.00%
The LOT	-	-	-	-	-	-	0.00%
Mansfield Rotary Club	-	-	-	-	-	-	0.00%
Farr Best Theater	774	124	3,685	1,612	-	(3,685)	0.00%
Discover Historic Mansfield	-	-	-	-	-	-	0.00%
Mansfield Tourism	21,708	37,651	308,100	282,726	395,613	87,513	77.88%
Pickled Mansfield Society	-	7,891	119,256	15,782	68,100	(51,156)	175.12%
Mansfield Commission for the Arts	500	-	46,908	1,803	47,100	192	99.59%
Historic Landmark Commission	-	-	-	-	-	-	0.00%
Man House Museum	-	-	-	-	-	-	0.00%
Tommy King Foundation	-	-	-	-	-	-	0.00%
Sister Cities Celebration	-	-	-	-	-	-	0.00%
Friends of the Library	-	-	-	-	-	-	0.00%
Championship Basketball	-	-	5,000	-	10,000	5,000	50.00%
Wayfinding Program	-	2,500	4,844	15,835	-	(4,844)	0.00%
Reserve	-	-	8,000	6,500	204,187	196,187	3.92%
Total Expenditures	22,982	48,166	495,793	324,258	725,000	229,207	68.39%
Excess Of Revenues Over (Under) Expenditures	67,306	(9,582)	220,154	188,101			
FUND BALANCE, BEGINNING	1,645,723	1,231,857	1,492,875	1,034,174			
FUND BALANCE, ENDING	\$ 1,713,029	\$ 1,222,275	\$ 1,713,029	\$ 1,222,275			

City of Mansfield, Texas

**Comparative Budget and Cash Analysis
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)**

Hotel/Motel Occupancy Tax Fund	Budgeted Request	FY22 Amount To Date	Available Budget	FY22 PERCENT COLLECTED TO BUDGET
REVENUES:				
Hotel Occupancy Tax	\$ 725,000	\$ 695,887	\$ (29,113)	95.98%
Rental of Facilities	-	19,033	19,033	0.00%
Interest Income	-	1,027	1,027	-
Total Revenues	725,000	715,947	(9,053)	98.75%
EXPENDITURES:				
Mansfield Historical Society	-	-	-	0.00%
Mansfield Invitational	-	-	-	0.00%
The LOT	-	-	-	0.00%
Discover Historic Mansfield - Farr Best Concerts	-	3,685	(3,685)	0.00%
Mansfield Tourism	395,613	308,100	87,513	77.88%
Pickled Mansfield Society	68,100	119,256	(51,156)	175.12%
Mansfield Police Dept.	-	-	-	0.00%
Mansfield Commission for the Arts	47,100	46,908	192	99.59%
Historic Landmark Commission	-	-	-	0.00%
Desert Love Film Festival	-	-	-	0.00%
Man House Museum	-	-	-	0.00%
Tommy King Foundation	-	-	-	0.00%
Sister Cities Celebration	-	-	-	0.00%
Wayfinding Program	-	4,844	(4,844)	0.00%
Friends of the Library	-	-	-	0.00%
Championship Basketball	10,000	5,000	5,000	50.00%
Reserve	204,187	8,000	196,187	3.92%
Total Expenditures	725,000	495,793	229,207	68.39%
Revenues / (Expenditures)	-	220,154	220,154	

SUPPLEMENTAL INFORMATION: CASH ANALYSIS

Beginning Cash Balance for Fiscal Year 2022	1,510,589
Plus: FY2022 Cash Collections	715,947
Less: FY2022 Cash Expenditures	(495,793)
Cash Balance as of July 31, 2022	1,730,743
Remaining Hotel/Motel Occupancy Funds to Collect	(29,113)
Remaining Hotel/Motel Occupancy Funds to Expend	229,207
Projected Cash Balance at September 30, 2022	1,930,837

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Mansfield Parks Facility Development Corp	Fiscal 2022	Fiscal 2021
<u>ASSETS:</u>		
Cash And Investments	\$ 6,547,998	\$ 5,617,884
Restricted Cash and Investments	6,247,986	5,301,392
Receivables:		
Accounts	<u>704,579</u>	<u>301,120</u>
Total Assets	<u>\$ 13,500,563</u>	<u>\$ 11,220,396</u>
<u>LIABILITIES & FUND BALANCES:</u>		
LIABILITIES:		
Accounts Payable	\$ 179,076	\$ 186,247
Other Liabilities	1,000,000	1,000,000
Deferred Revenue	<u>1,350,548</u>	<u>1,673,655</u>
Total Liabilities	<u>2,529,624</u>	<u>2,859,902</u>
FUND BALANCES:		
Fund Balance	9,776,663	5,758,216
Excess Revenues Over (Under)		
Expenditures	<u>1,193,276</u>	<u>2,602,278</u>
Total Fund Balances	<u>10,969,939</u>	<u>8,360,494</u>
Total Liabilities And Fund Balances	<u>\$ 13,499,563</u>	<u>\$ 11,220,396</u>

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Mansfield Parks Facility Development Corporation	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
REVENUES:							
Sales Tax Revenue	\$ 486,580	\$ 395,699	\$ 4,659,893	\$ 3,204,165	\$ 4,333,942	\$ 325,951	107.52%
Contributions	-	1,143	3,121	24,771	32,862	(29,741)	9.50%
Interest Earnings	-	-	4,665	1,560	12,000	(7,335)	38.88%
Other Income	-	-	3,143	29,268	-	3,143	0.00%
MAC Revenue	113,069	143,252	2,204,159	1,598,869	2,153,000	51,159	102.38%
Lease Royalties	22,914	9,953	175,930	91,615	100,000	75,930	175.93%
Park Land Dedication Revenue	36,250	87,000	1,048,550	1,563,250	-	1,048,550	0.00%
Total Revenues	658,813	637,047	8,099,461	6,513,498	6,631,804	1,467,657	122.13%
EXPENDITURES:							
Administration	198,433	189,544	1,756,418	1,484,549	1,903,318	146,900	92.28%
Field Operations	59,935	75,386	597,866	549,879	842,991	245,125	70.92%
Community Park Operations	96,681	120,671	886,979	820,988	1,217,808	330,829	72.83%
Nature Education Operations	15,192	11,985	100,720	102,850	227,089	126,369	44.35%
Recreational Center	117,996	121,873	748,826	637,969	1,039,701	290,875	72.02%
Neighborhood Park Operations	20,167	22,704	181,575	115,623	259,245	77,670	70.04%
Quadrants	-	-	282,000	-	-	(282,000)	0.00%
Non-Departmental	13,135	77,363	143,802	199,362	1,362,783	1,218,981	10.55%
Total Expenditures	521,539	619,526	4,698,186	3,911,220	6,852,935	2,154,749	68.56%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	137,274	17,521	3,401,275	2,602,278	(221,131)	3,622,406	-1538.13%
OTHER FINANCING SOURCES (USES):							
Operating Transfers In	-	-	5,223	-	221,132	(215,909)	2.36%
Operating Transfers (Out)	-	-	(2,213,222)	-	-	-	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)	-	-	(2,207,999)	-	221,132	(215,909)	-998.50%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	137,274	17,521	1,193,276	2,602,278			
FUND BALANCE, BEGINNING	10,832,665	8,342,973	9,776,663	5,758,216			
FUND BALANCE, ENDING	\$ 10,969,939	\$ 8,360,494	\$ 10,969,939	\$ 8,360,494			

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Mansfield Economic Development Corporation	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 12,485,215	\$ 7,781,300
Accounts Receivable	660,152	1,764
Restricted Assets:		
Cash and Investments, Projects	1,099,783	1,163,074
Fixed Assets (net of accumulated depreciation)	36,758,068	14,826,261
Total Assets	<u>\$ 51,003,218</u>	<u>\$ 23,772,399</u>
<u>LIABILITIES AND NET ASSETS</u>		
LIABILITIES:		
Accounts Payable	\$ 8,527	\$ 6,051
Accrued Liabilities	3,240	3,240
Retainage Payable	20,132	20,133
Bonds Payable	21,635,000	21,625,000
Unamortized Discounts on Bonds	(138,685)	(152,080)
Unamortized Premiums	964,103	1,030,757
Deferred Amount on Refunding	(64,821)	(92,602)
Contract Commitments	34,014,146 *	24,596,139
Total Liabilities	<u>56,441,642</u>	<u>47,036,638</u>
NET ASSETS:		
Restricted	1,099,783	1,163,074
Unassigned	<u>(6,538,207)</u>	<u>(24,427,313)</u>
Total Net Assets	<u>(5,438,424)</u>	<u>(23,264,239)</u>
Total Liabilities & Net Assets	<u>\$ 51,003,218</u>	<u>\$ 23,772,399</u>

*Does not conform with Generally Accepted Accounting Principals or Governmental Accounting Standards
This is the GASB 34 presentation and is different from the fund level presentation per GAAP.

City of Mansfield, Texas

**Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)**

Mansfield Economic Development Corp.	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
OPERATING REVENUES:				
Sales Tax Revenue	\$ 752,781	\$ 661,912	\$ 7,306,897	\$ 5,844,815
Gas Royalties	-	-	-	-
Miscellaneous	-	-	10,608	-
Rental Of Facilities	-	-	-	-
Total Operating Revenues	752,781	661,912	7,317,505	5,844,815
OPERATING EXPENDITURES:				
Administration	75,782	49,367	892,955	528,154
Promotions	10,656	1,656	161,137	23,167
Retention	-	-	75	107
Development Plan	-	-	3,219	8
Projects	278	176,480	1,431,118	1,832,821
Non-Departmental	-	386	44,740	2,815,476
Depreciation	-	259	-	2,542
Total Operating Expenditures	86,716	228,148	2,533,244	5,202,275
OPERATING INCOME	666,065	433,764	4,784,261	642,540
NONOPERATING REVENUES (EXPENSES):				
Interest Revenue	-	-	8,572	1,096
Gain or (loss) on sale of property	-	-	-	6,181,329
Bonds issued	-	-	-	-
Premiums on bonds issued	-	-	-	-
Discounts on bonds issued	-	-	-	-
Amortization	-	-	-	-
Interest and fiscal charges	-	(434,242)	(405,428)	(871,158)
Total Nonoperating Revenue	-	(434,242)	(396,856)	5,311,267
INCOME BEFORE OPERATING TRANSFERS	666,065	(478)	4,387,405	5,953,807
OPERATING TRANSFERS:				
Operating Transfers In (Out)	-	-	-	-
CHANGE IN NET ASSETS	666,065	(478)	4,387,405	5,953,807
NET ASSETS, BEGINNING	(6,104,489)	(23,263,761)	(9,825,829)	(9,788,636)
NET ASSETS, PROJECTS	- **	-	- **	(19,429,410)
NET ASSETS, ENDING	\$ (5,438,424)	\$ (23,264,239)	\$ (5,438,424)	\$ (23,264,239)

**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 Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

South Pointe PID	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 126,326	\$ 91,245
Receivables:		
Current Year PID Assessment	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 126,326</u>	<u>\$ 91,245</u>
<u>LIABILITIES & FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ 24,582	\$ 24,582
Deferred Revenue	<u>-</u>	<u>-</u>
Total Liabilities	<u>24,582</u>	<u>24,582</u>
FUND BALANCES:		
Fund Balance	(23,582)	(12,288)
Excess Revenues Over Expenditures	<u>125,326</u>	<u>78,951</u>
Total Fund Balances	<u>101,744</u>	<u>66,663</u>
Total Liabilities And Fund Balances	<u>\$ 126,326</u>	<u>\$ 91,245</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

South Pointe PID	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
<u>REVENUES:</u>				
PID Assessment	\$ 3,219	\$ 3,000	\$ 454,648	\$ 321,144
Penalties & Interest	-	458	2,440	4,491
Total Revenues	3,219	3,458	457,088	325,635
<u>EXPENDITURES:</u>				
General government	41,102	73,242	331,762	246,684
Public safety	-	-	-	-
Public works	-	-	-	-
Culture and recreation	-	-	-	-
Total Expenditures	41,102	73,242	331,762	246,684
Excess Of Revenues Over (Under) Expenditures	(37,883)	(69,784)	125,326	78,951
Net Change in Fund Balances	(37,883)	(69,784)	125,326	78,951
FUND BALANCE, BEGINNING	139,627	136,447	(23,582)	(12,288)
FUND BALANCE, ENDING	\$ 101,744	\$ 66,663	\$ 101,744	\$ 66,663

DEBT SERVICE FUNDS

The Debt Service Funds are used to account for the accumulation of resources and payment of general obligation debt principal and interest from governmental resources and special revenue bond principal and interest from a sales tax levy when the City is obligated in some manner for the payment.

The General Debt Service Fund – The purpose of this fund is to account for the accumulation of resources for and the payment of, principal and interest on the City's general obligation debt payable from a property tax levy with the exception of the MPFDC debt.

The Mansfield Parks Facilities Development Corporation Debt Service Fund – The purpose of this fund is to account for the accumulation of resources for and the payment of, principal and interest on the MPFDC long-term debt from a sales tax levy.

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

General Obligation Debt	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 7,835,833	\$ 8,096,663
Receivables:		
Current Year Taxes	239,869	196,594
Delinquent Taxes (Net of Allowance of \$356,624)	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 8,075,702</u>	<u>\$ 8,293,257</u>
<u>LIABILITIES & FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ -	\$ -
Deferred Revenue	<u>239,869</u>	<u>196,594</u>
Total Liabilities	<u>239,869</u>	<u>196,594</u>
FUND BALANCES:		
Fund Balance	5,365,013	3,888,921
Excess Revenues Over Expenditures	<u>2,470,820</u>	<u>4,207,742</u>
Total Fund Balances	<u>7,835,833</u>	<u>8,096,663</u>
Total Liabilities And Fund Balances	<u>\$ 8,075,702</u>	<u>\$ 8,293,257</u>

City of Mansfield, Texas

Comparative Statement of Activities

For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

General Obligation Debt	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 OVER (UNDER) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Taxes, Penalties, And Interest	\$ 94,979	\$ 90,437	\$ 18,703,522	\$ 17,862,154	\$ 16,410,032	\$ 2,293,490	113.98%
Miscellaneous	19	-	152	248	-	152	0.00%
Interest Income	-	8	542	134	-	542	0.00%
Total Revenues	94,998	90,445	18,704,216	17,862,536	16,410,032	2,294,184	113.98%
<u>EXPENDITURES:</u>							
Debt Service -							
Principal Retirement	-	-	13,310,000	10,660,000	16,410,032	3,100,032	81.11%
Interest	-	-	2,909,819	2,972,873	-	(2,909,819)	0.00%
Lease Payments	-	-	-	-	-	-	0.00%
Bond Issuance Cost	-	-	-	-	-	-	0.00%
Fiscal Charges	-	9,100	13,577	21,921	-	(13,577)	0.00%
Total Expenditures	-	9,100	16,233,396	13,654,794	16,410,032	176,636	98.92%
Excess Of Revenues Over (Under) Expenditures	94,998	81,345	2,470,820	4,207,742			
<u>OTHER FINANCING SOURCES (USES)</u>							
Refunding Bonds Issued	-	-	-	-			
Premium on Bonds Issued	-	-	-	-			
Discounts on Bonds Issued	-	-	-	-			
Payment to Refunded Bond Escrow Agent	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
Net Change in Fund Balances	94,998	81,345	2,470,820	4,207,742			
FUND BALANCE, BEGINNING	7,740,835	8,015,318	5,365,013	3,888,921			
FUND BALANCE, ENDING	\$ 7,835,833	\$ 8,096,663	\$ 7,835,833	\$ 8,096,663			

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 2,527,689	\$ -
Total Assets	<u>\$ 2,527,689</u>	<u>\$ -</u>
<u>LIABILITIES AND FUND BALANCES</u>		
LIABILITIES:		
Accrued Interest Payable	\$ 4,649	\$ 4,651
Total Liabilities	<u>4,649</u>	<u>4,651</u>
FUND BALANCES:		
Fund Balance	521,661	510,814
Excess Revenues Over (Under) Expenditures	<u>2,001,379</u>	<u>(515,465)</u>
Total Fund Balances	<u>2,523,040</u>	<u>(4,651)</u>
Total Liabilities And Fund Balances	<u>\$ 2,527,689</u>	<u>\$ -</u>

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Mansfield Parks Facility Development Corp. Debt Service	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
<u>REVENUES:</u>							
Taxes, Penalties, And Interest	\$ 263,155	\$ 279,116	\$ 2,631,551	\$ 2,644,135	\$ 3,157,861	\$ (526,310)	83.33%
Other Income	-	-	-	-	-	-	0.00%
Total Revenues	263,155	279,116	2,631,551	2,644,135	3,157,861	(526,310)	83.33%
<u>EXPENDITURES:</u>							
Debt Service	-	1,855,000	-	1,855,000	1,910,000	1,910,000	0.00%
Principal Retirement	-	649,179	630,172	1,304,600	1,247,861	617,689	50.50%
Interest And Fiscal Charges	-	-	-	-	-	-	0.00%
Non-departmental	-	-	-	-	-	-	0.00%
Total Expenditures	-	2,504,179	630,172	3,159,600	3,157,861	2,527,689	19.96%
Excess Of Revenues Over (Under) Expenditures	263,155	(2,225,063)	2,001,379	(515,465)			
<u>OTHER FINANCING SOURCES (USES):</u>							
Bond Proceeds	-	-	-	-			
Total Other Financing Sources (Uses)	-	-	-	-			
FUND BALANCE, BEGINNING	2,259,885	2,220,412	521,661	510,814			
FUND BALANCE, ENDING	\$ 2,523,040	\$ (4,651)	\$ 2,523,040	\$ (4,651)			

CAPITAL PROJECTS FUNDS

The Capital Projects Funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

The Street Construction Fund – The purpose of this fund is to account for the construction and improvement of various streets in the City. General Obligation Bonds, Certificates of Obligation, and Street Assessments are used to finance the construction.

The Building Construction Fund – The purpose of this fund is to account for the construction of City facilities funded by General Obligation Bonds and Certificates of Obligation.

The Equipment Replacement Fund – The purpose of this fund is used to account for the purchase of capital equipment funded from the issuance of notes through the City of Mansfield Property Finance Authority Corporation or other sources.

The Park Construction Fund – The purpose of this fund is to account for the construction of City facilities funded by Mansfield Park Facilities Development Corporation Sales Tax Revenue Bonds.

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Street Construction Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	23,517,875	\$ 24,593,392
Receivables	-	-
Projects In Process		
Current Year	2,264,647	1,225,729
Prior Year	12,689,757	10,890,226
Total Assets	<u>\$ 38,472,279</u>	<u>\$ 36,709,347</u>
<u>LIABILITIES AND FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ 55,418	\$ 55,418
Deposits	343,807	442,178
Retainage Payable	83,407	15,063
Other Liabilities	-	-
Total Liabilities	<u>482,632</u>	<u>512,659</u>
FUND BALANCES:		
Fund Balance	34,875,197	33,411,130
Excess Revenues Over (Under)		
Expenditures	<u>3,114,450</u>	<u>2,785,558</u>
Total Fund Balance	<u>37,989,647</u>	<u>36,196,688</u>
Total Liabilities And Fund Balance	<u>\$ 38,472,279</u>	<u>\$ 36,709,347</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Street Construction Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
REVENUES:				
Recoveries	\$ -	\$ -	\$ -	\$ -
Contributions	-	-	-	-
Intergovernmental	-	-	-	-
Roadway Impact Fees	293,192	210,252	3,569,111	3,233,945
Interest Income	-	157	19,420	4,152
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	293,192	210,409	3,588,531	3,238,097
	<hr/>	<hr/>	<hr/>	<hr/>
EXPENDITURES:				
Administrative	44,262	57,262	474,081	452,539
Street Improvements	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	44,262	57,262	474,081	452,539
	<hr/>	<hr/>	<hr/>	<hr/>
EXCESS OF REVENUES OVER(UNDER) EXPENDITURES	248,930	153,147	3,114,450	2,785,558
OTHER FINANCING SOURCES (USES):				
Transfers	-	-	-	-
Bond Proceeds	-	-	-	-
Bond Issuance Costs	-	-	-	-
Premiums on Bond Issuance	-	-	-	-
Discounts on Bond Issuance	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Other Financing Sources (Uses)	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	248,930	153,147	3,114,450	2,785,558
FUND BALANCE, BEGINNING	37,740,717	36,043,541	34,875,197	33,411,130
	<hr/>	<hr/>	<hr/>	<hr/>
FUND BALANCE, ENDING	\$ 37,989,647	\$ 36,196,688	\$ 37,989,647	\$ 36,196,688
	<hr/>	<hr/>	<hr/>	<hr/>

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Building Construction Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 10,260,612	\$ 9,670,466
Construction in Progress	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 10,260,612</u>	<u>\$ 9,670,466</u>
<u>LIABILITIES AND FUND BALANCE</u>		
LIABILITIES:		
Accounts Payable	\$ 2,024	\$ 1,915
Due to Other Funds	-	-
Retainage Payable	<u>531,778</u>	<u>308,874</u>
Total Liabilities	<u>533,802</u>	<u>310,789</u>
FUND BALANCE:	17,693,965	13,760,605
Excess Revenues Over (Under)		
Expenditures	<u>(7,967,155)</u>	<u>(4,400,928)</u>
Total Fund Balance	<u>9,726,810</u>	<u>9,359,677</u>
Total Liabilities And Fund Balance	<u>\$ 10,260,612</u>	<u>\$ 9,670,466</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Building Construction Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
REVENUES:				
Interest Income	\$ -	\$ 29	\$ 1,762	\$ 444
Rental Of Facilities	-	-	-	-
Contributions	-	-	-	-
Miscellaneous Income	-	(75)	21,964	32,644
Grant Revenue	-	-	-	-
Total Revenues	-	(46)	23,726	33,088
EXPENDITURES:				
Administration	-	-	-	-
Library	656,840	23,911	1,842,065	125,005
Fire Station #5	6,694	190,301	78,024	2,979,368
Man House	-	11,256	4,679	636,337
Wayfinding	-	-	84,328	147,025
Police Station	198,000	18,791	988,750	439,710
Tactical Training Facility	1,166,986	24,807	3,493,035	106,571
Total Expenditures	2,028,520	269,066	6,490,881	4,434,016
Excess Revenues Over (Under) Expenditures	(2,028,520)	(269,112)	(6,467,155)	(4,400,928)
OTHER FINANCING SOURCES (USES):				
Bond Proceeds	-	-	-	-
Bond Issuance Costs	-	-	-	-
Premiums on Bond Issuance	-	-	-	-
Discounts on Bond Issuance	-	-	-	-
Operating Transfer In (Out)	-	-	(1,500,000)	-
Total Other Financing Sources (Uses)	-	-	(1,500,000)	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(2,028,520)	(269,112)	(7,967,155)	(4,400,928)
FUND BALANCE, BEGINNING	11,755,330	9,628,789	17,693,965	13,760,605
FUND BALANCE, ENDING	\$ 9,726,810	\$ 9,359,677	\$ 9,726,810	\$ 9,359,677

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Equipment Replacement Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ -	\$ 2,346,194
Total Assets	<u>\$ -</u>	<u>\$ 2,346,194</u>
<u>LIABILITIES AND FUND BALANCES</u>		
LIABILITIES:		
Accounts Payable	\$ 385,470	\$ 11,178
Retainage Payable	<u>444</u>	<u>-</u>
Total Liabilities	<u>\$ 385,914</u>	<u>\$ 11,178</u>
FUND BALANCE:	2,338,999	4,247,249
Excess Revenues Over Expenditures	<u>(2,724,913)</u>	<u>(1,912,233)</u>
Total Fund Balance	<u>(385,914)</u>	<u>2,335,016</u>
Total Liabilities And Fund Balance	<u>\$ -</u>	<u>\$ 2,346,194</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Equipment Replacement Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
REVENUES:				
Contributions	\$ -	\$ -	\$ -	\$ -
Grants	-	-	-	-
Other Income	-	-	27,461	56,341
Interest Income	-	-	-	2
Total Revenues	-	-	27,461	56,343
EXPENDITURES:				
Administration	29,600	-	29,600	-
Information Services	626	-	81,679	40,655
Code Enforcement	-	-	-	-
Planning	49,354	51,947	413,424	212,552
Streets	-	-	10,446	-
Animal Control	-	-	-	66,345
City Hall	-	-	-	-
Parks Department	-	36,986	31,818	215,513
Library	-	-	-	28,328
Fire	132	688,970	1,457,659	966,338
Police Department	293,434	295,738	756,801	573,661
Total Expenditures	373,146	1,073,641	2,781,427	2,103,392
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(373,146)	(1,073,641)	(2,753,966)	(2,047,049)
OTHER FINANCING SOURCES (USES):				
Bond Proceeds	-	-	-	-
Bond Issuance Costs	-	-	-	-
Premium on Bond Issuance	-	-	-	-
Discounts on Bond Issuance	-	-	-	-
Sale of city property	-	-	29,051	20,166
Transfer In (Out)	-	-	-	114,650
Total Other Financing Sources (Uses)	-	-	29,051	134,816
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(373,146)	(1,073,641)	(2,724,913)	(1,912,233)
FUND BALANCE, BEGINNING	(12,768)	3,408,657	2,338,999	4,247,249
FUND BALANCE, ENDING	\$ (385,914)	\$ 2,335,016	\$ (385,914)	\$ 2,335,016

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Parks Construction Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 4,032,783	\$ 48,699
Total Assets	<u>\$ 4,032,783</u>	<u>\$ 48,699</u>
<u>LIABILITIES AND FUND BALANCE</u>		
LIABILITIES:		
Accounts Payable	\$ -	\$ -
Retainage Payable	9,301	-
Total Liabilities	<u>9,301</u>	<u>-</u>
FUND BALANCE:	(116,948)	66,306
Excess Revenues Over Expenditures	<u>4,140,430</u>	<u>(17,607)</u>
Total Fund Balance	<u>4,023,482</u>	<u>48,699</u>
Total Liabilities And Fund Balance	<u>\$ 4,032,783</u>	<u>\$ 48,699</u>

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Parks Construction Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
REVENUES:				
Contributions	\$ -	\$ -	\$ -	\$ -
Recoveries	-	-	-	-
Interest Income	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES:				
Parks Administration Building	-	-	-	-
Dog Park	-	57	56	607
FieldHouse	-	-	-	-
Matlock Community Park	-	-	-	-
Gertie Barrett Park	96,366	-	253,086	17,000
Rose Park Improvements	7,650	-	7,650	-
Pond Branch	-	-	12,000	-
Total Expenditures	104,016	57	272,792	17,607
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(104,016)	(57)	(272,792)	(17,607)
OTHER FINANCING SOURCES (USES):				
Bond Proceeds	-	-	-	-
Bond Issuance Costs	-	-	-	-
Premiums on Bond Issuance	-	-	-	-
Discounts on Bond Issuance	-	-	-	-
Transfer In (out)	-	-	4,413,222	-
Total Other Financing Sources (Uses)	-	-	4,413,222	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(104,016)	(57)	4,140,430	(17,607)
FUND BALANCE, BEGINNING	4,127,498	48,756	(116,948)	66,306
FUND BALANCE, ENDING	\$ 4,023,482	\$ 48,699	\$ 4,023,482	\$ 48,699

ENTERPRISE FUNDS

The Enterprise Funds are used to account for the operations that are financed and operated in a manner similar to private business enterprises. The intent is that the cost of providing goods or services to the general public be financed or recovered primarily through user charges.

The Utility Fund – The purpose of this fund is to account for the activities of providing water and sewer services to the citizens of Mansfield, Texas.

The Drainage Utility Fund – The purpose of this fund is used to account for the revenues and expenditures for services related to the preparing of a master drainage plan.

City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Utility Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 33,096,413	\$ 24,776,506
Receivables:		
Accounts (net of allowance of \$1,360,337)	4,353,062	5,141,260
Inventory	957,009	700,578
Restricted Assets:		
Cash and Investments	16,511,552	13,280,905
Fixed Assets (net of accumulated depreciation)	225,001,113	212,609,486
Total Assets	279,919,149	256,508,735
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred pension contributions	456,569	453,665
Deferred OPEB contributions	84,782	240,655
Deferred investment losses	-	43,398
Deferred actuarial experience	866,023	1,091,859
Deferred assumption changes	47,163	28,656
Deferred loss on refunding	2,265,334	2,434,143
Total deferred outflows of resources	3,719,871	4,292,376
Total Assets and Deferred Outflows of Resources	\$ 283,639,020	\$ 260,801,111
<u>LIABILITIES</u>		
Accounts Payable	\$ 28,223	\$ 25,921
Accrued Liabilities	193,447	181,621
Payable From Restricted Assets:		
Deposits	1,800,032	1,681,607
Accrued Interest	565,444	108,774
Retainage Payable	631,503	673,728
From Unrestricted Assets:		
Current	3,806,836	3,461,961
Long-Term, Net	27,293,240	27,771,123
Compensated Absences	639,041	619,460
Net OPEB liability	1,681,547	4,675,403
Total OPEB liability	165,767	118,618
Net pension liability	1,941,335	1,977,194
Total Liabilities	38,746,415	41,295,410
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Deferred assumption changes	75,422	108,403
Deferred investment gains	661,777	473,309
Deferred actuarial experience	70,470	-
Plan Change	2,287,734	-
Total deferred inflows of resources	3,095,403	581,712
<u>NET POSITION</u>		
Invested In Capital Assets (net of related debt)	196,166,371	180,535,545
Reserved for Debt Service	6,610,641	3,173,022
Reserved for Capital Projects	9,900,912	10,107,883
Unreserved	29,119,278	25,107,539
Total Net Position	241,797,202	218,923,989
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 283,639,020	\$ 260,801,111

City of Mansfield, Texas

Statement of Activities - Budget and Actual
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Utility Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE	FY22 ORIGINAL BUDGET	FY22 POSITIVE (NEGATIVE) BUDGET	FY22 PERCENT COLLECTED TO BUDGET
OPERATING REVENUES:							
Water Service	\$ 2,915,552	\$ 2,126,463	\$ 20,940,474	\$ 17,347,905	\$ 22,316,266	\$ (1,375,792)	93.84%
Sewer Service	1,469,058	1,304,603	12,084,272	11,179,708	13,519,835	(1,435,563)	89.38%
Water Penalties	38,741	-	299,213	-	250,000	49,213	119.69%
Water Taps	-	-	-	-	18,811	(18,811)	0.00%
Meter Set Fee	28,380	25,640	337,240	260,340	98,940	238,300	340.85%
Utility Miscellaneous	5,635	8,070	50,632	72,471	60,000	(9,368)	84.39%
Restore Service Fee	10,535	405	65,759	6,472	90,000	(24,241)	73.07%
Sewer Tap	-	-	-	-	2,000	(2,000)	0.00%
Water Impact Fees	249,300	256,200	3,611,380	3,340,940	900,000	2,711,380	401.26%
Sewer Impact Fees	107,100	125,550	1,717,670	1,448,138	600,000	1,117,670	286.28%
Pretreatment Fees	9,400	-	212,476	368,061	60,000	152,476	354.13%
Other Income	6,185	14,659	267,212	215,015	189,123	78,089	141.29%
Contribution	-	-	-	-	-	-	0.00%
Total Revenues	\$ 4,839,886	\$ 3,861,590	\$ 39,586,328	\$ 34,239,050	\$ 38,104,975	\$ 1,481,353	103.89%
OPERATING EXPENSES:							
Administration	90,353	121,159	1,082,332	1,044,935	1,517,105	434,773	71.34%
Billing And Collection	66,265	79,286	720,432	733,665	986,221	265,789	73.05%
Meter Reading/Repairs	83,117	88,714	914,675	803,453	1,216,799	302,124	75.17%
Water Distribution	76,936	96,352	833,467	684,495	1,137,244	303,777	73.29%
Wastewater Collection	765,437	777,206	7,917,515	7,053,257	9,251,077	1,333,562	85.58%
Water Treatment	849,635	804,748	8,879,963	7,464,187	10,591,924	1,711,961	83.84%
Water Quality	44,743	55,935	494,273	453,962	565,347	71,074	87.43%
Water Demand Management	9,240	16,252	116,868	112,418	160,543	43,675	72.80%
Depreciation	324,217	313,051	3,184,863	3,124,049	-	(3,184,863)	0.00%
Total Operating Expenses	2,309,943	2,352,703	24,144,388	21,474,422	25,426,260	1,281,872	94.96%
OPERATING INCOME (LOSS)	2,529,943	1,508,887	15,441,940	12,764,628	12,678,715	2,763,225	
NONOPERATING REVENUES (EXPENSES):							
Non-Departmental	(79,837)	(86,800)	(1,043,358)	(899,757)	(6,671,154)	5,627,796	15.64%
Interest Revenue	-	-	9,616	7,855	24,000	(14,384)	40.07%
Debt Service	(94,241)	(119,656)	(942,408)	(1,196,560)	(3,465,000)	2,522,592	27.20%
Bad Debt Expense	-	-	-	-	(48,000)	48,000	0.00%
Net Nonoperating Revenues (Expenses)	(174,078)	(206,456)	(1,976,150)	(2,088,462)	(10,160,154)	8,184,004	19.45%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	2,355,865	1,302,431	13,465,790	10,676,166	2,518,561	10,947,229	534.66%
OPERATING TRANSFERS:							
Transfers In (Out)	-	(3,054)	-	(448,799)	(2,518,561)	2,518,561	0.00%
Net Operating Transfers	-	(3,054)	-	(448,799)	(2,518,561)	2,518,561	0.00%
CHANGE IN NET POSITION	2,355,865	1,299,377	13,465,790	10,227,367	-	13,465,790	
NET POSITION, BEGINNING	239,441,337	217,624,612	228,331,412	208,696,622	228,331,412	-	
NET POSITON, ENDING	\$ 241,797,202	\$ 218,923,989	\$ 241,797,202	\$ 218,923,989	\$ 228,331,412	\$ 13,465,790	

CITY OF MANSFIELD
UTILITY FUND
REVENUE BOND COVERAGE

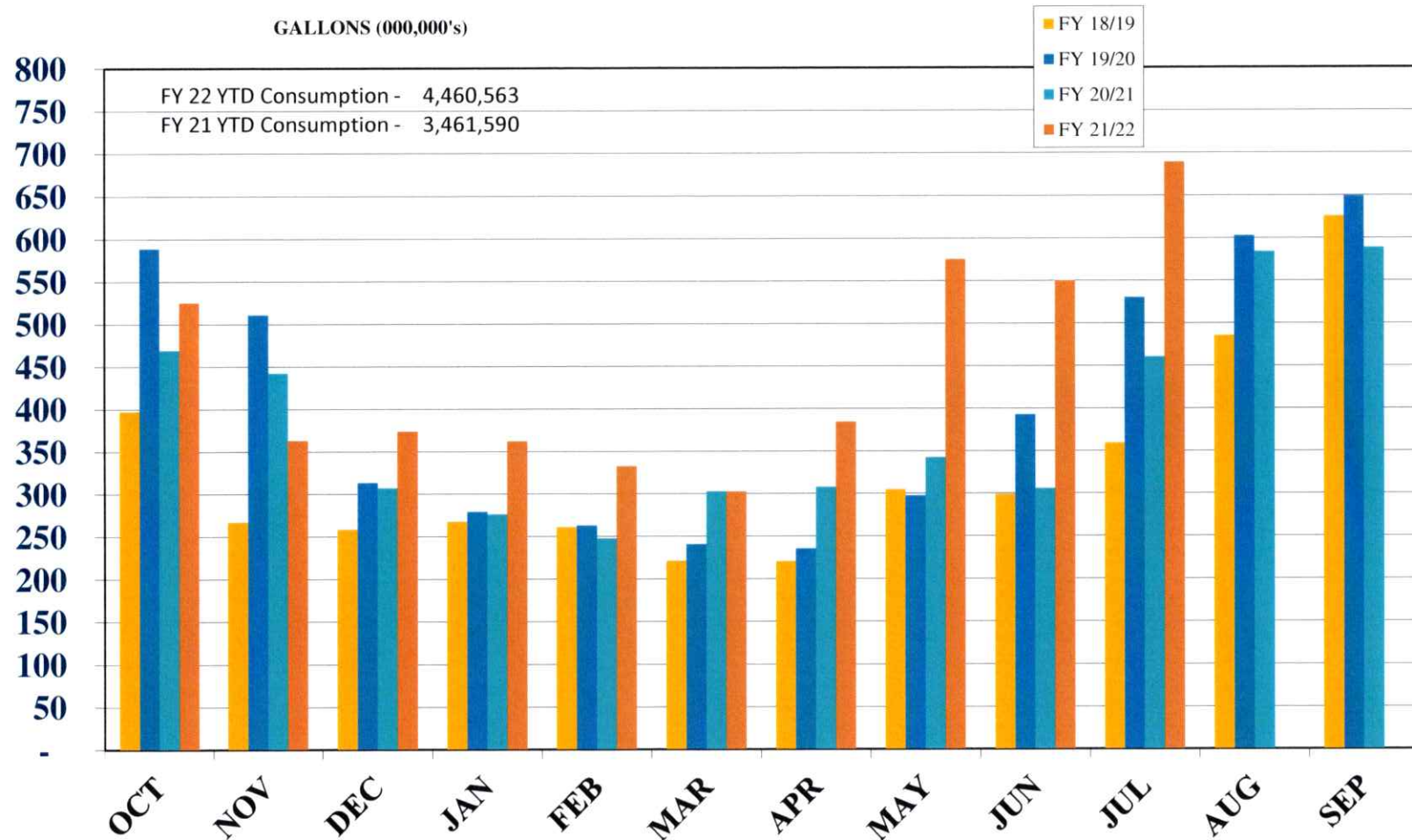
Definition of Bond Coverage:

The ordinance authorizing the issuance of Water and Sewer System revenue bonds requires that the City establish a sinking fund (Revenue Bond Sinking and Reserve Fund) in an amount not less than the average annual requirement for the payment of principal and interest on all the revenue bonds. At September 30, 2021, the sinking fund balance was sufficient to satisfy such bond ordinance requirements. The bond ordinance also contains provisions which, among other items, restricts the issuance of additional revenue bonds unless the special funds noted above contain the required amounts and the pledged revenues are equal to or greater than 1.25 times the average annual debt service requirements after giving effect to the proposed additional bonds and any proposed rate increases. The bond ordinance also requires that the annual gross revenues of the Water and Sewer System, less annual operation and maintenance expenses (excluding depreciation and amortization expense), be at least 1.10 times the annual principal and interest requirements of all then outstanding revenue bonds. The governing body has adopted a resolution stating that they want a coverage factor in excess of 1.30. During 2021, the City achieved a 3.82 bond coverage ratio which exceeded the 1.10 required by the bond ordinance. For fiscal year 2022, the bond coverage ratio is projected at 3.67.



CITY OF MANSFIELD

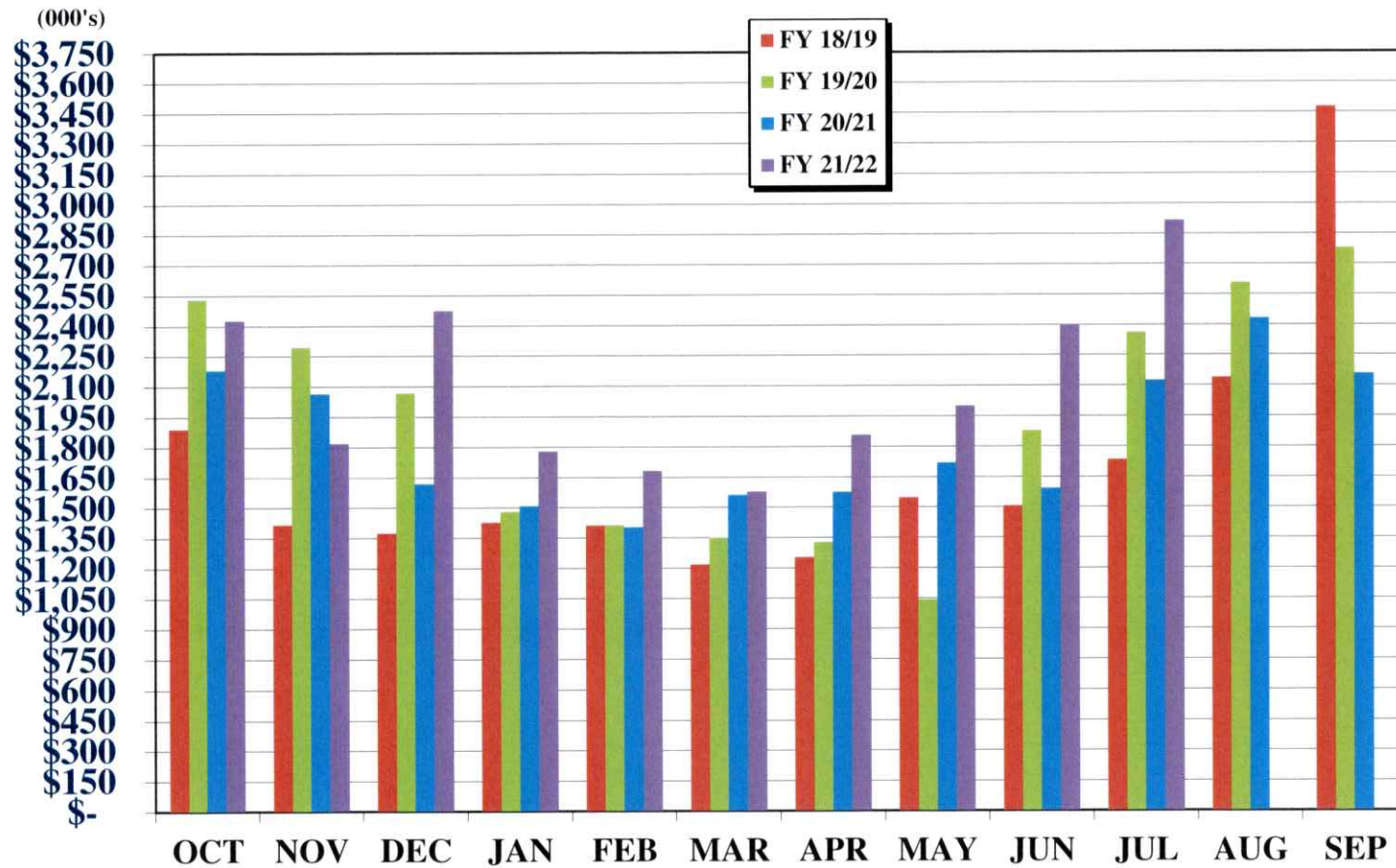
WATER CONSUMPTION





CITY OF MANSFIELD

UTILITY FUND - WATER SALES

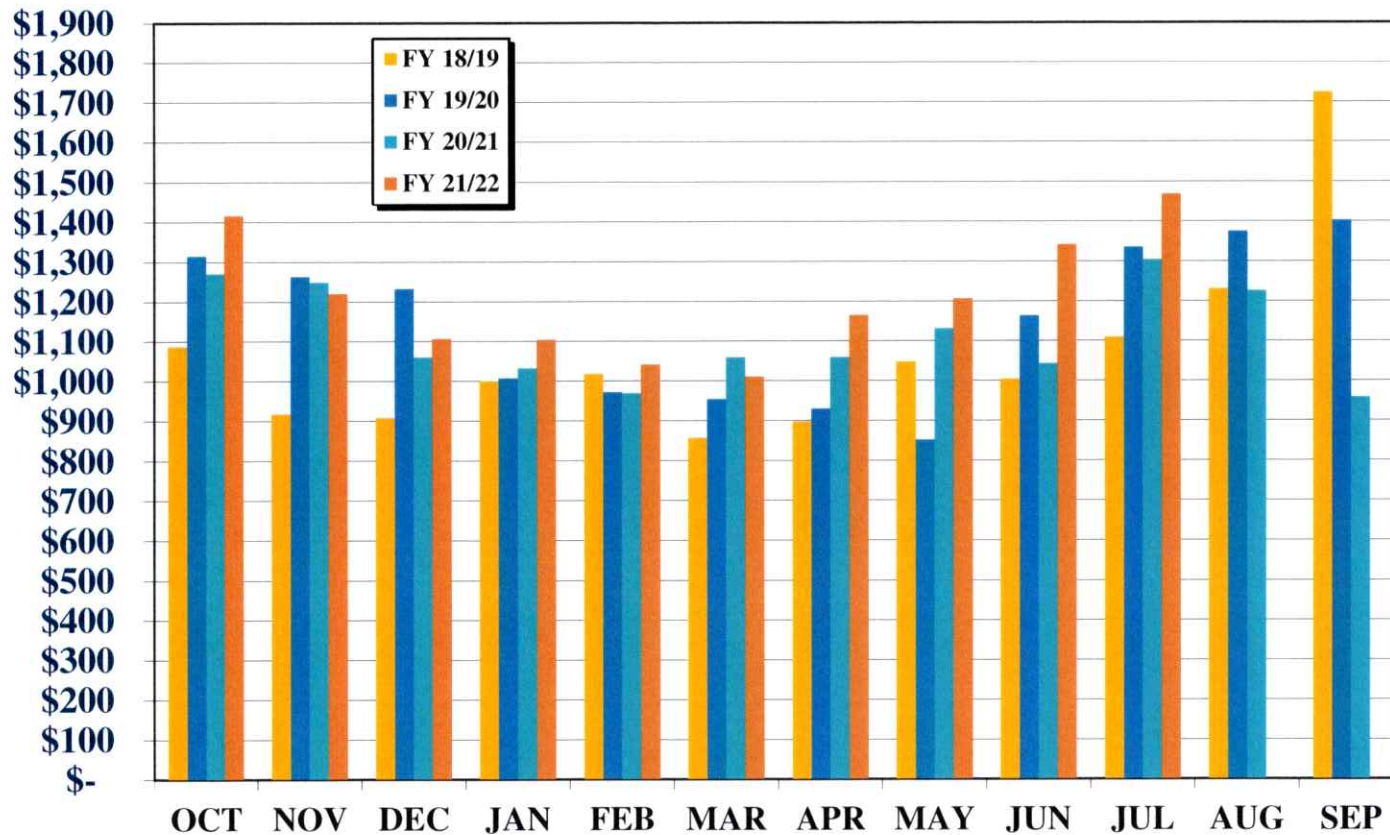




CITY OF MANSFIELD

UTILITY FUND - SEWER SERVICE

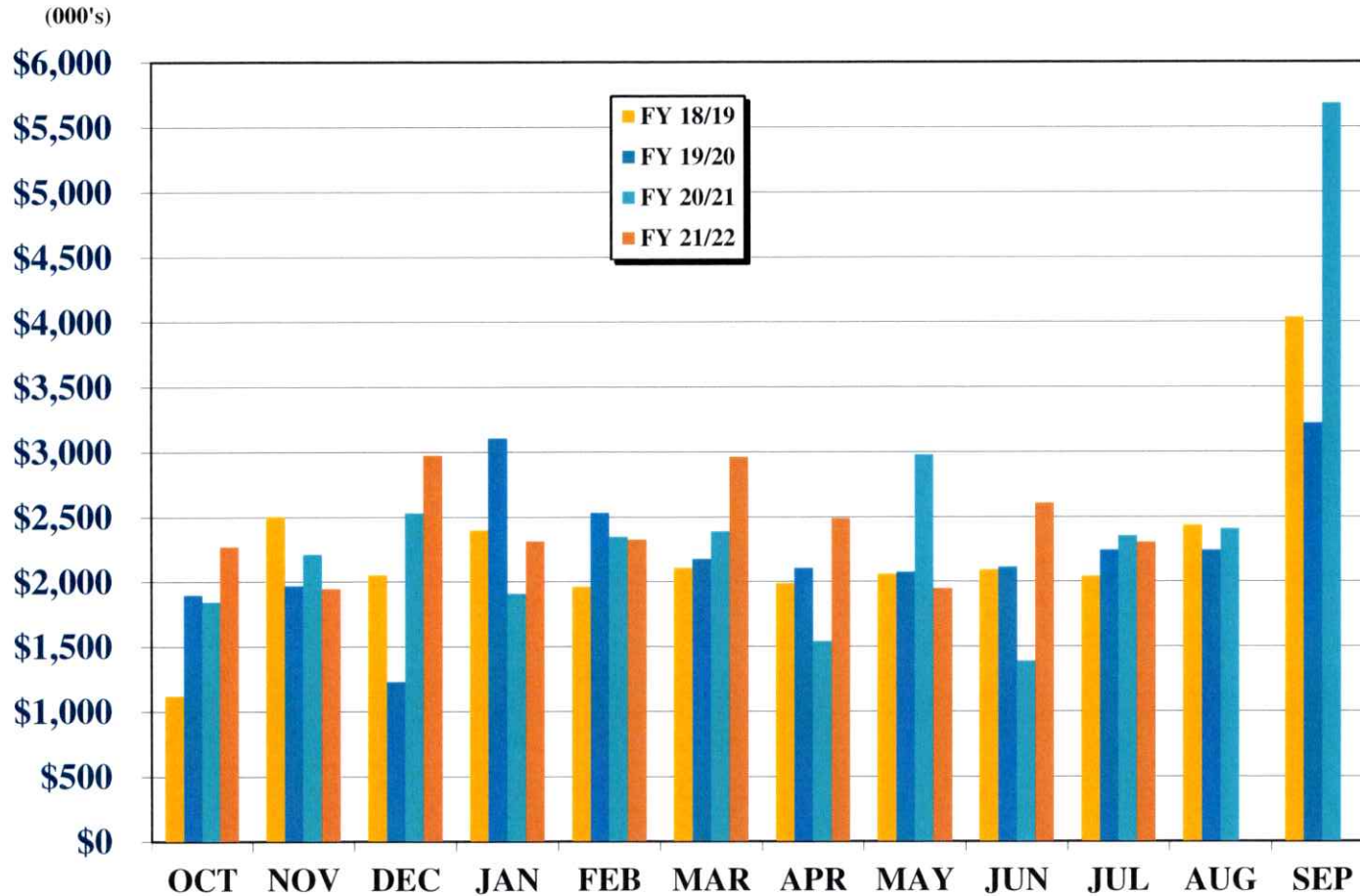
(000's)





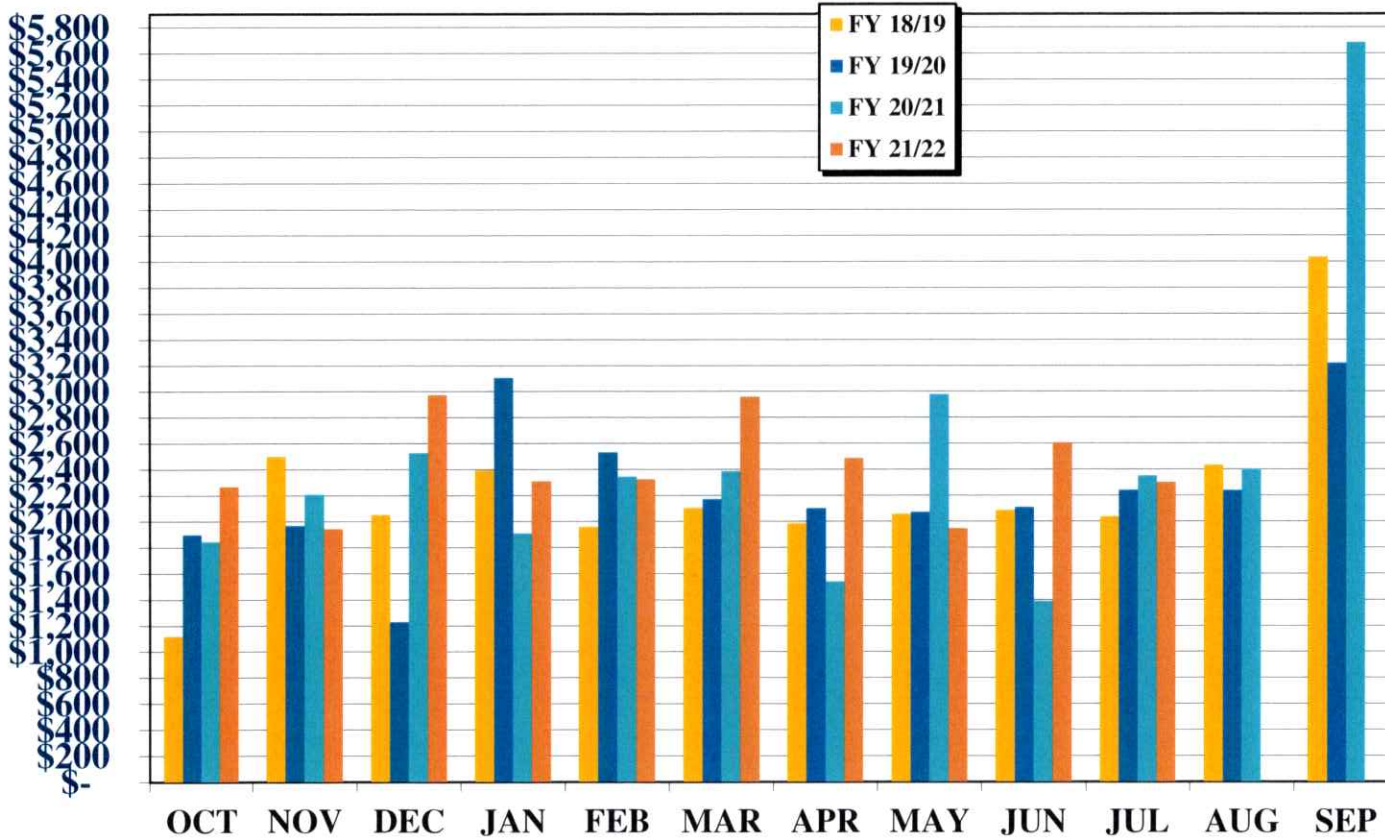
CITY OF MANSFIELD

UTILITY FUND - TOTAL REVENUES



CITY OF MANSFIELD

UTILITY OPERATING EXPENDITURES



City of Mansfield, Texas

Comparative Statement of Net Position
July 31, 2022 and 2021 (Unaudited)

Drainage Utility Fund	Fiscal 2022	Fiscal 2021
<u>ASSETS</u>		
Cash And Investments	\$ 5,790,002	\$ 5,014,960
Accounts Receivable	254,624	316,105
Restricted Assets:		
Cash and Investments	471,999	0
Fixed Assets (Net of accumulated depreciation)	8,574,915	8,646,739
Total Assets	15,091,540	13,977,804
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred pension contributions	54,279	47,806
Deferred OPEB contributions	10,912	23,151
Deferred investment losses	-	4,167
Deferred assumption changes	5,626	3,020
Deferred actuarial experience	109,438	113,466
Deferred loss on refunding	71,480	95,307
Total deferred outflows of resources	251,735	286,917
Total Assets and Deferred Outflows of Resources	\$ 15,343,275	\$ 14,264,721
<u>LIABILITIES</u>		
Accounts Payable	\$ 2,057	\$ 4,667
Accrued Liabilities	78,935	57,335
Retainage Payable	9,262	5,126
Bond Payable	1,875,000	1,875,000
Accrued Interest Payable	33,355	-
Unamortized Discounts on Bonds	(14,363)	(18,334)
Unamortized Premiums on Bonds	16,662	23,134
Total OPEB liability	19,781	12,500
Net OPEB liability	217,226	448,915
Net pension liability	230,794	208,350
Total Liabilities	2,468,709	2,616,693
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Deferred assumption changes	9,616	10,611
Deferred investment gains	80,501	49,875
Deferred actuarial experience	8,526	6,017
Plan Changes	295,535	-
Total deferred inflows of resources	394,178	66,503
<u>NET POSITION</u>		
Invested in Capital Assets (net of related debt)	6,309,096	6,862,845
Reserved for Debt Service	505,354	-
Unrestricted	5,665,938	4,718,680
Total Net Position	12,480,388	11,581,525
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 15,343,275	\$ 14,264,721

City of Mansfield, Texas

Comparative Statement of Activities
For the Month and Ten Months Ended July 31, 2022 and 2021 (Unaudited)

Drainage Utility Fund	FY22 MONTH TO DATE	FY21 MONTH TO DATE	FY22 YEAR TO DATE	FY21 YEAR TO DATE
OPERATING REVENUES:				
Contributions	\$ -	\$ -	\$ -	\$ -
Licenses Fee-Gaswells/Pipelines	-	-	-	-
Drainage Fee	233,030	228,594	2,306,236	2,256,014
Total Operating Revenues	233,030	228,594	2,306,236	2,256,014
OPERATING EXPENSES:				
Administration	67,493	105,396	782,480	728,330
General Maintenance	60,273	39,513	277,525	345,652
Depreciation	18,515	17,705	178,504	158,706
Total Operating Expenses	146,281	162,614	1,238,509	1,232,688
OPERATING INCOME (LOSS)	86,749	65,980	1,067,727	1,023,326
NONOPERATING REVENUES (EXPENSES):				
Interest Revenue	-	8	1,755	359
Other Income	-	-	20,765	7,849
Amortization	-	-	-	-
Interest and fiscal charges	(5,559)	(6,646)	(60,783)	(71,650)
Net Nonoperating Revenue	(5,559)	(6,638)	(38,263)	(63,442)
INCOME (LOSS) BEFORE OPERATING TRANSFERS	81,190	59,342	1,029,464	959,884
OPERATING TRANSFERS				
Operating Transfers In	-	-	-	-
Operating Transfers Out	-	-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	81,190	59,342	1,029,464	959,884
NET POSITION, BEGINNING	12,399,198	11,522,183	11,450,924	10,621,641
NET POSITION, ENDING	\$ 12,480,388	\$ 11,581,525	\$ 12,480,388	\$ 11,581,525

CITY OF MANSFIELD, TEXAS
SALES TAX COMPARISON
INFORMATION

**GENERAL FUND
YEAR TO DATE SALES TAX COMPARISON
OCTOBER 2021 TO SEPTEMBER 2022**

MONTH	FY21	FY22	DOLLAR VALUE INCREASE (DECREASE) FY 2021/2022	PERCENTAGE INCREASE (DECREASE) FY 2021/2022
OCTOBER	1,088,496.91	1,316,775.91	228,279.00	20.97%
NOVEMBER	1,419,747.37	1,635,390.33	215,642.96	15.19%
DECEMBER	1,137,620.48	1,341,435.44	203,814.96	17.92%
JANUARY	1,158,578.39	1,433,583.81	275,005.42	23.74%
FEBRUARY	1,595,982.42	1,842,127.98	246,145.56	15.42%
MARCH	1,112,384.55	1,281,261.21	168,876.66	15.18%
Subtotal	7,512,810.12	8,850,574.68	1,337,764.56	17.81%
APRIL	971,449.77	1,128,248.42	156,798.65	16.14%
MAY	1,635,008.34	1,708,434.56	73,426.22	4.49%
JUNE	1,308,448.95	1,392,807.31	84,358.36	6.45%
JULY	1,321,550.60	1,502,924.42	181,373.82	13.72%
AUGUST			0.00	
SEPTEMBER			0.00	
YTD TOTAL	12,749,267.78	14,582,989.39	1,833,721.61	14.38%
BUDGET		14,951,607.00		
OVER/(UNDER) BUDGET		(368,617.61)		

MANSFIELD PARKS FACILITIES DEVELOPMENT CORP.
YEAR TO DATE SALES TAX COMPARISON
OCTOBER 2021
TO SEPTEMBER 2022

MONTH	FY21	FY22	DOLLAR VALUE INCREASE (DECREASE) FY 2021/2022	PERCENTAGE INCREASE (DECREASE) FY 2021/2022
OCTOBER	544,248.46	658,387.96	114,139.50	20.97%
NOVEMBER	709,873.69	817,695.17	107,821.48	15.19%
DECEMBER	568,810.24	670,717.72	101,907.48	17.92%
JANUARY	579,289.19	716,791.90	137,502.71	23.74%
FEBRUARY	797,991.21	921,063.98	123,072.77	15.42%
MARCH	556,192.28	640,630.60	84,438.32	15.18%
Subtotal	3,756,405.07	4,425,287.33	668,882.26	17.81%
APRIL	485,724.89	564,124.21	78,399.32	16.14%
MAY	817,504.17	854,217.28	36,713.11	4.49%
JUNE	654,224.47	696,403.65	42,179.18	6.45%
JULY	660,775.30	751,462.21	90,686.91	13.72%
AUGUST			0.00	
SEPTEMBER			0.00	
YTD TOTAL	6,374,633.90	7,291,494.68	916,860.78	14.38%

MANSFIELD ECONOMIC DEVELOPMENT CORP.
YEAR TO DATE SALES TAX COMPARISON
OCTOBER 2021 TO SEPTEMBER 2022

MONTH	FY21	FY22	DOLLAR VALUE INCREASE (DECREASE) FY 2021/2022	PERCENTAGE INCREASE (DECREASE) FY 2021/2022
OCTOBER	544,248.46	658,387.96	114,139.50	20.97%
NOVEMBER	709,873.69	817,695.16	107,821.47	15.19%
DECEMBER	568,810.24	670,717.72	101,907.48	17.92%
JANUARY	579,289.19	716,791.90	137,502.71	23.74%
FEBRUARY	797,991.21	921,063.99	123,072.78	15.42%
MARCH	556,192.28	640,630.60	84,438.32	15.18%
Subtotal	3,756,405.07	4,425,287.33	668,882.26	17.81%
APRIL	485,724.89	564,124.21	78,399.32	16.14%
MAY	817,504.17	854,217.28	36,713.11	4.49%
JUNE	654,224.47	696,403.66	42,179.19	6.45%
JULY	660,775.30	751,462.20	90,686.90	13.72%
AUGUST			0.00	
SEPTEMBER			0.00	
YTD TOTAL	6,374,633.90	7,291,494.68	916,860.78	14.38%

**GENERAL FUND
MANSFIELD PARKS DEVELOPMENT CORP.
AND
MANSFIELD ECONOMIC DEVELOPMENT CORP.
COMBINED TOTAL YEAR TO DATE SALES TAX COMPARISON
OCTOBER 2021 TO SEPTEMBER 2022**

MONTH	FY21	FY22	DOLLAR VALUE INCREASE (DECREASE) FY 2021/2022	PERCENTAGE INCREASE (DECREASE) FY 2021/2022
OCTOBER	2,176,993.83	2,633,551.82	456,557.99	20.97%
NOVEMBER	2,839,494.75	3,270,780.66	431,285.91	15.19%
DECEMBER	2,275,240.96	2,682,870.88	407,629.92	17.92%
JANUARY	2,317,156.77	2,867,167.61	550,010.84	23.74%
FEBRUARY	3,191,964.84	3,684,255.95	492,291.11	15.42%
MARCH	2,224,769.10	2,562,522.41	337,753.31	15.18%
Subtotal	15,025,620.25	17,701,149.33	2,675,529.08	17.81%
APRIL	1,942,899.54	2,256,496.84	313,597.30	16.14%
MAY	3,270,016.68	3,416,869.12	146,852.44	4.49%
JUNE	2,616,897.90	2,785,614.62	168,716.72	6.45%
JULY	2,643,101.19	3,005,848.83	362,747.64	13.72%
AUGUST			0.00	
SEPTEMBER			0.00	
YTD TOTAL	25,498,535.56	29,165,978.74	3,667,443.18	14.38%
BUDGET		29,903,214.00		
OVER/(UNDER) BUDGET		(737,235.26)		

SCHEDULE OF INVESTMENTS



INVESTMENT OFFICERS' REPORT

This report is prepared in accordance with the Public funds Investment Act ("Act"), Chapter 2256 of Title 10 of the Government Code. This Act prescribes the investment of funds in the custody of a district or authority created under Article XVI, Section 59, of the Texas Constitution. Section 2256.023(a) of the Act states that "not less than quarterly the investment officers shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period." This report covers the month of July for Fiscal Year 2022.

A handwritten signature in blue ink, appearing to read 'Bryan Rebel', is positioned above a horizontal line.

Bryan Rebel
Investment Officer

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 7/31/2022

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	469,258.40	469,258.40	469,258.40	469,258.40	N/A	1		0.51	15 - Street Construction
Sub Total / Average AIM Invesco			0.240	469,258.40	469,258.40	469,258.40	469,258.40		1	0.00	0.51	
CLASS												
CLASS LGIP	CLASS	5/27/2021	1.639	1,718,749.63	1,718,749.63	1,718,749.63	1,718,749.63	N/A	1		1.87	110 - ARPA
Sub Total / Average CLASS			1.639	1,718,749.63	1,718,749.63	1,718,749.63	1,718,749.63		1	0.00	1.87	
LOGIC												
LOGIC LGIP	LOGIC	5/28/2022	1.654	5,012,484.03	5,012,484.03	5,012,484.03	5,012,484.03	N/A	1		5.45	25 - Water & Sewer
LOGIC LGIP	LOGIC	5/28/2022	1.654	8,019,974.44	8,019,974.44	8,019,974.44	8,019,974.44	N/A	1		8.72	01 - General Fund
LOGIC LGIP	LOGIC	5/28/2022	1.654	4,009,987.23	4,009,987.23	4,009,987.23	4,009,987.23	N/A	1		4.36	39 - Economic Development
LOGIC LGIP	LOGIC	5/28/2022	1.654	3,007,490.43	3,007,490.43	3,007,490.43	3,007,490.43	N/A	1		3.27	50 - TIF
Sub Total / Average LOGIC			1.654	20,049,936.13	20,049,936.13	20,049,936.13	20,049,936.13		1	0.00	21.79	
Nations Funds												
Nations Funds MM	MF0008	10/25/1999	1.415	4,883,099.69	4,883,099.69	4,883,099.69	4,883,099.69	N/A	1		5.31	25 - Water & Sewer
Nations Funds MM	MF0008	10/25/1999	1.415	3,368,384.18	3,368,384.18	3,368,384.18	3,368,384.18	N/A	1		3.66	15 - Street Construction
Nations Funds MM	MF0008	10/25/1999	1.415	4,176,757.57	4,176,757.57	4,176,757.57	4,176,757.57	N/A	1		4.54	01 - General Fund
Nations Funds MM	MF0008	10/25/1999	1.415	152,490.47	152,490.47	152,490.47	152,490.47	N/A	1		0.17	39 - Economic Development
Nations Funds MM	MF0008	10/25/1999	1.415	1,460,268.79	1,460,268.79	1,460,268.79	1,460,268.79	N/A	1		1.59	28 - Utility Construction Fund 28
Nations Funds MM	MF0008	10/25/1999	1.415	26,651.45	26,651.45	26,651.45	26,651.45	N/A	1		0.03	06 - Tree Mitigation
Nations Funds MM	MF0008	10/25/1999	1.415	2,296,673.44	2,296,673.44	2,296,673.44	2,296,673.44	N/A	1		2.50	23 - Mansfield Parks 1/2 Sales Tax
Nations Funds MM	MF0008	10/25/1999	1.415	446,429.45	446,429.45	446,429.45	446,429.45	N/A	1		0.49	10 - Debt Services
Nations Funds MM	MF0008	10/25/1999	1.415	607,962.93	607,962.93	607,962.93	607,962.93	N/A	1		0.66	24 - Mansfield Parks Land Dedication
Nations Funds MM	MF0008	4/11/2012	1.415	3,015,012.18	3,015,012.18	3,015,012.18	3,015,012.18	N/A	1		3.28	27 - Revenue Bond Reserve
Nations Funds MM	MF0008	8/1/2016	1.415	1,619,107.76	1,619,107.76	1,619,107.76	1,619,107.76	N/A	1		1.76	309 - Library Expansion
Nations Funds MM	MF0008	8/1/2016	1.415	1,545,272.25	1,545,272.25	1,545,272.25	1,545,272.25	N/A	1		1.68	86 - 2016 Streets Construction

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio	Portfolio Name
Nations Funds MM	MF0008	12/1/2017	1.415	26,012.44	26,012.44	26,012.44	26,012.44	N/A	1		0.03	87 - 2017 Streets Construction
Nations Funds MM	MF0008	7/2/2018	1.415	1,603,227.52	1,603,227.52	1,603,227.52	1,603,227.52	N/A	1		1.74	873 - MEDC Construction
Sub Total / Average Nations Funds			1.415	25,227,350.12	25,227,350.12	25,227,350.12	25,227,350.12		1	0.00	27.42	
TexStar												
TexStar LGIP	TEXSTAR	11/2/2012	1.401	232,245.47	232,245.47	232,245.47	232,245.47	N/A	1		0.25	38 - MEDC I&S Fund
TexStar LGIP	TEXSTAR	11/2/2012	1.401	11,311,320.02	11,311,320.02	11,311,320.02	11,311,320.02	N/A	1		12.29	25 - Water & Sewer
TexStar LGIP	TEXSTAR	11/2/2012	1.401	79,832.35	79,832.35	79,832.35	79,832.35	N/A	1		0.09	16 - Building Construction
TexStar LGIP	TEXSTAR	11/2/2012	1.401	1,962,084.65	1,962,084.65	1,962,084.65	1,962,084.65	N/A	1		2.13	15 - Street Construction
TexStar LGIP	TEXSTAR	11/2/2012	1.401	8,525,954.75	8,525,954.75	8,525,954.75	8,525,954.75	N/A	1		9.27	01 - General Fund
TexStar LGIP	TEXSTAR	11/2/2012	1.401	835,426.75	835,426.75	835,426.75	835,426.75	N/A	1		0.91	39 - Economic Development
TexStar LGIP	TEXSTAR	11/2/2012	1.401	7,322,519.90	7,322,519.90	7,322,519.90	7,322,519.90	N/A	1		7.96	28 - Utility Construction Fund 28
TexStar LGIP	TEXSTAR	11/2/2012	1.401	1,488,519.68	1,488,519.68	1,488,519.68	1,488,519.68	N/A	1		1.62	50 - TIF
TexStar LGIP	TEXSTAR	11/2/2012	1.401	2,449,274.27	2,449,274.27	2,449,274.27	2,449,274.27	N/A	1		2.66	23 - Mansfield Parks 1/2 Sales Tax
TexStar LGIP	TEXSTAR	11/2/2012	1.401	1,520,680.10	1,520,680.10	1,520,680.10	1,520,680.10	N/A	1		1.65	81 - Street Construction 2012 Issue
TexStar LGIP	TEXSTAR	11/2/2012	1.401	1,066,638.98	1,066,638.98	1,066,638.98	1,066,638.98	N/A	1		1.16	24 - Mansfield Parks Land Dedication
TexStar LGIP	TEXSTAR	11/2/2012	1.401	54,007.27	54,007.27	54,007.27	54,007.27	N/A	1		0.06	10 - Debt Services
TexStar LGIP	TEXSTAR	11/2/2012	1.401	999,993.49	999,993.49	999,993.49	999,993.49	N/A	1		1.09	19 - Drainage Utility Fund
TexStar LGIP	TEXSTAR	1/8/2014	1.401	4,851.89	4,851.89	4,851.89	4,851.89	N/A	1		0.01	22 - Equipment Replacement
TexStar LGIP	TEXSTAR	11/30/2014	1.401	584,954.71	584,954.71	584,954.71	584,954.71	N/A	1		0.64	08 - Hotel
TexStar LGIP	TEXSTAR	8/31/2016	1.401	975,055.77	975,055.77	975,055.77	975,055.77	N/A	1		1.06	86 - 2016 Streets Construction
TexStar LGIP	TEXSTAR	12/31/2017	1.401	3,446,321.12	3,446,321.12	3,446,321.12	3,446,321.12	N/A	1		3.75	87 - 2017 Streets Construction
TexStar LGIP	TEXSTAR	7/31/2018	1.401	1,693,380.99	1,693,380.99	1,693,380.99	1,693,380.99	N/A	1		1.84	873 - MEDC Construction
Sub Total / Average TexStar			1.401	44,553,062.16	44,553,062.16	44,553,062.16	44,553,062.16		1	0.00	48.42	
Total / Average			1.458	92,018,356.44	92,018,356.44	92,018,356.44	92,018,356.44		1	0.00	100	

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 7/31/2022

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
01 - General Fund												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	1.654	8,019,974.44	8,019,974.44	8,019,974.44	8,019,974.44	N/A	1		8.72
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	4,176,757.57	4,176,757.57	4,176,757.57	4,176,757.57	N/A	1		4.54
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	8,525,954.75	8,525,954.75	8,525,954.75	8,525,954.75	N/A	1		9.27
Sub Total / Average 01 - General Fund				1.502	20,722,686.76	20,722,686.76	20,722,686.76	20,722,686.76		1	0.00	22.52
06 - Tree Mitigation												
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	26,651.45	26,651.45	26,651.45	26,651.45	N/A	1		0.03
Sub Total / Average 06 - Tree Mitigation				1.415	26,651.45	26,651.45	26,651.45	26,651.45		1	0.00	0.03
08 - Hotel												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/30/2014	1.401	584,954.71	584,954.71	584,954.71	584,954.71	N/A	1		0.64
Sub Total / Average 08 - Hotel				1.401	584,954.71	584,954.71	584,954.71	584,954.71		1	0.00	0.64
10 - Debt Services												
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	446,429.45	446,429.45	446,429.45	446,429.45	N/A	1		0.49
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	54,007.27	54,007.27	54,007.27	54,007.27	N/A	1		0.06
Sub Total / Average 10 - Debt Services				1.413	500,436.72	500,436.72	500,436.72	500,436.72		1	0.00	0.54
110 - ARPA												
CLASS LGIP	CLASS	Local Government Investment Pool	5/27/2021	1.639	1,718,749.63	1,718,749.63	1,718,749.63	1,718,749.63	N/A	1		1.87
Sub Total / Average 110 - ARPA				1.639	1,718,749.63	1,718,749.63	1,718,749.63	1,718,749.63		1	0.00	1.87
15 - Street Construction												
AIM Invesco MM	AIM	Money Market	9/30/1999	0.240	469,258.40	469,258.40	469,258.40	469,258.40	N/A	1		0.51
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	3,368,384.18	3,368,384.18	3,368,384.18	3,368,384.18	N/A	1		3.66
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	1,962,084.65	1,962,084.65	1,962,084.65	1,962,084.65	N/A	1		2.13

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 15 - Street Construction				1.315	5,799,727.23	5,799,727.23	5,799,727.23	5,799,727.23		1	0.00	6.30
16 - Building Construction												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	79,832.35	79,832.35	79,832.35	79,832.35	N/A	1		0.09
Sub Total / Average 16 - Building Construction				1.401	79,832.35	79,832.35	79,832.35	79,832.35		1	0.00	0.09
19 - Drainage Utility Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	999,993.49	999,993.49	999,993.49	999,993.49	N/A	1		1.09
Sub Total / Average 19 - Drainage Utility Fund				1.401	999,993.49	999,993.49	999,993.49	999,993.49		1	0.00	1.09
22 - Equipment Replacement												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	1/8/2014	1.401	4,851.89	4,851.89	4,851.89	4,851.89	N/A	1		0.01
Sub Total / Average 22 - Equipment Replacement				1.401	4,851.89	4,851.89	4,851.89	4,851.89		1	0.00	0.01
23 - Mansfield Parks 1/2 Sales Tax												
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	2,296,673.44	2,296,673.44	2,296,673.44	2,296,673.44	N/A	1		2.50
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	2,449,274.27	2,449,274.27	2,449,274.27	2,449,274.27	N/A	1		2.66
Sub Total / Average 23 - Mansfield Parks 1/2 Sales Tax				1.408	4,745,947.71	4,745,947.71	4,745,947.71	4,745,947.71		1	0.00	5.16
24 - Mansfield Parks Land Dedication												
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	607,962.93	607,962.93	607,962.93	607,962.93	N/A	1		0.66
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	1,066,638.98	1,066,638.98	1,066,638.98	1,066,638.98	N/A	1		1.16
Sub Total / Average 24 - Mansfield Parks Land Dedication				1.406	1,674,601.91	1,674,601.91	1,674,601.91	1,674,601.91		1	0.00	1.82
25 - Water & Sewer												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	1.654	5,012,484.03	5,012,484.03	5,012,484.03	5,012,484.03	N/A	1		5.45
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	4,883,099.69	4,883,099.69	4,883,099.69	4,883,099.69	N/A	1		5.31
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	11,311,320.02	11,311,320.02	11,311,320.02	11,311,320.02	N/A	1		12.29
Sub Total / Average 25 - Water & Sewer				1.464	21,206,903.74	21,206,903.74	21,206,903.74	21,206,903.74		1	0.00	23.05
27 - Revenue Bond Reserve												

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
Nations Funds MM	MF0008	Money Market	4/11/2012	1.415	3,015,012.18	3,015,012.18	3,015,012.18	3,015,012.18	N/A	1		3.28
Sub Total / Average 27 - Revenue Bond Reserve				1.415	3,015,012.18	3,015,012.18	3,015,012.18	3,015,012.18		1	0.00	3.28
28 - Utility Construction Fund 28												
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	1,460,268.79	1,460,268.79	1,460,268.79	1,460,268.79	N/A	1		1.59
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	7,322,519.90	7,322,519.90	7,322,519.90	7,322,519.90	N/A	1		7.96
Sub Total / Average 28 - Utility Construction Fund 28				1.403	8,782,788.69	8,782,788.69	8,782,788.69	8,782,788.69		1	0.00	9.54
309 - Library Expansion												
Nations Funds MM	MF0008	Money Market	8/1/2016	1.415	1,619,107.76	1,619,107.76	1,619,107.76	1,619,107.76	N/A	1		1.76
Sub Total / Average 309 - Library Expansion				1.415	1,619,107.76	1,619,107.76	1,619,107.76	1,619,107.76		1	0.00	1.76
38 - MEDC I&S Fund												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	232,245.47	232,245.47	232,245.47	232,245.47	N/A	1		0.25
Sub Total / Average 38 - MEDC I&S Fund				1.401	232,245.47	232,245.47	232,245.47	232,245.47		1	0.00	0.25
39 - Economic Development												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	1.654	4,009,987.23	4,009,987.23	4,009,987.23	4,009,987.23	N/A	1		4.36
Nations Funds MM	MF0008	Money Market	10/25/1999	1.415	152,490.47	152,490.47	152,490.47	152,490.47	N/A	1		0.17
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	835,426.75	835,426.75	835,426.75	835,426.75	N/A	1		0.91
Sub Total / Average 39 - Economic Development				1.604	4,997,904.45	4,997,904.45	4,997,904.45	4,997,904.45		1	0.00	5.43
50 - TIF												
LOGIC LGIP	LOGIC	Local Government Investment Pool	5/28/2022	1.654	3,007,490.43	3,007,490.43	3,007,490.43	3,007,490.43	N/A	1		3.27
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	1,488,519.68	1,488,519.68	1,488,519.68	1,488,519.68	N/A	1		1.62
Sub Total / Average 50 - TIF				1.570	4,496,010.11	4,496,010.11	4,496,010.11	4,496,010.11		1	0.00	4.89
81 - Street Construction 2012 Issue												
TexStar LGIP	TEXSTAR	Local Government Investment Pool	11/2/2012	1.401	1,520,680.10	1,520,680.10	1,520,680.10	1,520,680.10	N/A	1		1.65
Sub Total / Average 81 - Street Construction 2012 Issue				1.401	1,520,680.10	1,520,680.10	1,520,680.10	1,520,680.10		1	0.00	1.65

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
86 - 2016 Streets Construction												
Nations Funds MM	MF0008	Money Market	8/1/2016	1.415	1,545,272.25	1,545,272.25	1,545,272.25	1,545,272.25	N/A	1		1.68
TexStar LGIP	TEXSTAR	Local Government Investment Pool	8/31/2016	1.401	975,055.77	975,055.77	975,055.77	975,055.77	N/A	1		1.06
Sub Total / Average 86 - 2016 Streets Construction				1.409	2,520,328.02	2,520,328.02	2,520,328.02	2,520,328.02		1	0.00	2.74
87 - 2017 Streets Construction												
Nations Funds MM	MF0008	Money Market	12/1/2017	1.415	26,012.44	26,012.44	26,012.44	26,012.44	N/A	1		0.03
TexStar LGIP	TEXSTAR	Local Government Investment Pool	12/31/2017	1.401	3,446,321.12	3,446,321.12	3,446,321.12	3,446,321.12	N/A	1		3.75
Sub Total / Average 87 - 2017 Streets Construction				1.401	3,472,333.56	3,472,333.56	3,472,333.56	3,472,333.56		1	0.00	3.77
873 - MEDC Construction												
Nations Funds MM	MF0008	Money Market	7/2/2018	1.415	1,603,227.52	1,603,227.52	1,603,227.52	1,603,227.52	N/A	1		1.74
TexStar LGIP	TEXSTAR	Local Government Investment Pool	7/31/2018	1.401	1,693,380.99	1,693,380.99	1,693,380.99	1,693,380.99	N/A	1		1.84
Sub Total / Average 873 - MEDC Construction				1.408	3,296,608.51	3,296,608.51	3,296,608.51	3,296,608.51		1	0.00	3.58
Total / Average				1.458	92,018,356.44	92,018,356.44	92,018,356.44	92,018,356.44		1	0.00	100



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4863

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Suspending the Procedural Rules of Council to Reschedule the Regular Scheduled City Council Meetings of November 28, 2022 to November 14, 2022; December 26, 2022 to December 12, 2022; and the March 13, 2023 to March 6, 2023

Requested Action

Consider the suspension of the Procedural Rules of Council as set out in Section 1.02 "General Rules", J "Suspension of Rules" and reschedule the regular scheduled Council meetings of November 28, 2022 to November 14, 2022; and, December 26, 2022 to December 12, 2022; and March 13, 2023 to March 6, 2023.

Recommendation

Suspend the Procedural Rules of Council and reschedule the November 28, 2022 regular scheduled meeting to November 14, 2022; and, the December 26, 2022 regular scheduled meeting to December 12, 2022; and, the March 13, 2023 regular scheduled meeting to March 6, 2022.

Description/History

The second regular meeting in November falls the Monday after the Thanksgiving Holiday. The second regular meeting in December falls on Monday, December 26, 2022 which is a City Holiday during the Christmas break. The first regular meeting of March 13, 2023 will fall during spring break.

Justification

N/A

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203

performance of the City Manager and to ensure effective communication and goal orientation. The evaluation will occur under the process set forth in Attachment A to these rules which is entitled "City Manager Evaluation". The attachment may be periodically modified, amended or updated by City Council action. In order to further foster the relationship between the City Council and the City Manager at each quarterly meeting an update on city owned public/private partnerships will be provided by the City Manager. (Added 8/10/20)

- G. City Attorney: The City Attorney shall attend all meetings of the City Council unless excused, by the City Manager and shall advise the City Council on questions of law and procedures. The City Manager is required to ensure an attorney is present at all City Council meetings.
- H. City Secretary: The City Secretary (or in City Secretary's absence the Assistant City Secretary) shall attend all meetings of the City Council unless excused, by the City Manager who will ensure a person is appointed to take minutes and administer the role of the City Secretary) and shall keep the official minutes.
- I. Rules of Order: Unless in conflict with these rules, the latest version, Robert's Rules of Order Revised shall govern the proceedings of the City Council in all cases.
- J. Suspension of Rules: Any provision of these rules not governed by the City Charter or State law may be temporarily suspended by a majority vote (four) of all members of the City Council. The vote on any such suspension shall be taken and entered upon the records. If there is an objection to suspending the rules, a vote is required to proceed.
- K. Amendments to Rules: These rules may be permanently amended, or new rules may be adopted by a majority vote (four) of all members of the City Council. Any such amendments shall be adopted and recorded by resolution.

Section 1.03 Meetings

- A. Regular Meetings: The City Council shall meet regularly on the second and fourth Monday of each month. The regular meetings of the City Council shall be held in the Council Chambers of the City Hall unless otherwise established by City Council. (Amended 06-09-08)
- B. Special Meetings: Special meetings may be held on the call of the Mayor or four (4) City Council Members with no less than seventy-two (72) hours notice to each City Council Member. Emergency meetings may be called by the Mayor or Mayor Pro Tem in the Mayor's absence, or four (4) members, after notice has been posted two (2) hours. All meetings shall be open to the public and public notice shall be given in compliance with Chapter 551, Texas Government Code.
- C. Recessed Meetings: Any meeting of the City Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular scheduled meeting.
- D. Work Sessions: Work sessions may be held on the call of the Mayor or four (4) City Council Members with no less than seventy-two (72) hours notice to each City Council Member. The purpose is to research, analyze, and review any matter which requires special information



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4867

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Calling Certain Outstanding Obligations for Redemption and Defeasance; Authorizing the Deposit of Funds with the Paying Agent/Registrar; and Resolving Other Matters Related Thereto

Requested Action

Approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Redemption of the Outstanding Bonds for the purpose of debt service savings.

Description/History

The city has determined that it is economically feasible to redeem some of its current outstanding obligations for debt service savings. The savings will amount to approximately \$563,907.50.

The outstanding bonds have a par amount of \$2,600,000, Series 2012 and Series 2013. The existing term of the current debt is not being extended. The average interest of the existing bonds being redeemed is 3.44%. The average maturity of the existing bonds being redeemed is 6.3 years.

Note - amounts are expected and subject to change based on actual results of the sale.

Justification

The City of Mansfield, Texas is creating opportunities for savings by redeeming debt prior to its maturity date.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - General Fund - I&S portion of the ad valorem tax rate as adopted by the City Council.

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION AND DEFEASANCE; AUTHORIZING THE DEPOSIT OF FUNDS WITH THE PAYING AGENT/REGISTRAR; AND RESOLVING OTHER MATTERS RELATED THERETO**

WHEREAS, the City of Mansfield, Texas (the “City”), has previously issued and there are currently outstanding certain obligations more particularly described as follows: (i) “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012” (the “2012 Certificates”) and (ii) “City of Mansfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013” (the “2013 Certificates”); and,

WHEREAS, the 2012 Certificates and the Series 2013 Certificates were each authorized, issued, sold and delivered subject to the right of the City to redeem and defease the respective 2012 Certificates and 2013 Certificates prior to maturity, as provided in the respective ordinances authorizing the issuance of such 2012 Certificates and 2013 Certificates; and,

WHEREAS, City Council of the City (the “City Council”) hereby finds and determines that a portion of the outstanding 2012 Certificates and a portion of the outstanding 2013 Certificates (as specifically identified on **Schedule I** hereto, such obligations to be hereinafter referred to as the “Defeased Obligations”) should be redeemed and defeased prior to their maturities on February 15, 2023 (the “Redemption Date”) and in the manner hereinafter provided and in accordance with the requirements prescribed therefore; and,

WHEREAS, Regions Bank (the “Paying Agent”) currently serves as the paying agent/registrar for each series of the Defeased Obligations; and,

WHEREAS, the City is authorized accomplish the redemption and defeasance of the Defeased Obligations by depositing with the Paying Agent available funds of the City in amounts sufficient to provide for the defeasance of the Defeased Obligations and their redemption on the Redemption Date; and,

WHEREAS, the City Council, in accordance with this Resolution, will deposit funds in an amount sufficient to fully pay all principal and interest due and owing on the Defeased Obligations on or before the Redemption Date; and,

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to call for redemption and defease the Defeased Obligations and that the Defeased Obligations shall be redeemed on the Redemption Date; and,

WHEREAS, the meeting at which this Resolution is considered 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 by Chapter 551, Texas Government Code, as amended.

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

SECTION 1.

The City Council hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct.

SECTION 2.

The Chief Financial Officer is hereby designated as an “Authorized Officer” of the City, and is hereby authorized, appointed and designated as the officer or employee of the City authorized to act on behalf of the City in carrying out the procedures specified in this Resolution.

SECTION 3.

(a) The City Council has found and determined that sufficient funds are available for the purpose of defeasing the Defeased Obligations in an amount sufficient to pay all of the principal of and interest on the Defeased Obligations on the Redemption Date. The City Council finds and determines that it is in the best interest of the City to use such additional funds to defease the Defeased Obligations, as set forth on Schedule I attached hereto, and the City Council hereby directs the Defeased Obligations to be defeased and called for early redemption on their Redemption Date, at the redemption price set forth in Schedule I.

(b) The Paying Agent for the Defeased Obligations is hereby directed to mail the appropriate notice of redemption as required by the ordinances authorizing the issuance of the Defeased Obligations and to file the appropriate notice of defeasance on of the Defeased Obligations on the Electronic Municipal Market Access (“EMMA”) web filing system promulgated by the Municipal Securities Rulemaking Board within ten (10) days of the deposit of funds pursuant to (c) below and to file the notice of redemption of the Defeased Obligations on EMMA when such notice of redemption is transmitted to the bondholders prior to their Redemption Date.

(c) The Authorized Officer is directed to arrange for the transfer of the funds to the Paying Agent in the amount sufficient to pay the principal amount of and interest thereon that is necessary to accomplish the defeasance of the Defeased Obligations on the Redemption Date. Such transfer shall be made on or before the Redemption Date.

(d) To satisfy in a timely manner all of the City’s obligations under this Resolution, the Chief Financial Officer and all other appropriate officers and agents of the City (each, an “Authorized Officer”) are hereby authorized and directed to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Defeased Obligations, including, without limitation, paying any fees or expenses required in connection with the defeasance and/or redemption and executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be necessary to direct the application of funds of the City consistent with the provisions of this Resolution.

SECTION 4.

No recourse shall be had for payment of principal of or interest on any Defeased Obligations or for any claim based thereon against any member of the City Council or employee of the City.

SECTION 5.

If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Resolution nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 6.

This Resolution shall take effect immediately upon its approval.

SECTION 7.

The Defeased Obligations are hereby called for redemption, on their Redemption Date and upon the deposit made pursuant to Section 3(c) above, shall be defeased. The Paying Agent for the Defeased Obligations is hereby directed to make appropriate arrangements so that the Defeased Obligations may be redeemed on their Redemption Date.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

[See Attached Schedule]

City of Mansfield, Texas

2/15/2023 payoff analysis

\$2.6 Million

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 1/11/2012 Delivered 1/11/2012							
2012 COs after 2022 Payoff	02/15/2024	Serial	Coupon	3.000%	175,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2025	Serial	Coupon	3.125%	180,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2026	Serial	Coupon	3.250%	185,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2027	Serial	Coupon	3.400%	195,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2028	Serial	Coupon	3.500%	200,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2029	Serial	Coupon	3.625%	210,000	02/15/2023	100.000%
2012 COs after 2022 Payoff	02/15/2030	Serial	Coupon	3.750%	30,000	02/15/2023	100.000%
Subtotal	-	-	-	-	\$1,175,000	-	-
Dated 12/01/2012 Delivered 1/09/2013							
2013 CO Final	02/15/2029	Serial	Coupon	4.000%	50,000	02/15/2023	100.000%
2013 CO Final	02/15/2030	Term 1	Coupon	4.000%	325,000	02/15/2023	100.000%
2013 CO Final	02/15/2031	Term 1	Coupon	4.000%	340,000	02/15/2023	100.000%
2013 CO Final	02/15/2032	Term 2	Coupon	3.000%	350,000	02/15/2023	100.000%
2013 CO Final	02/15/2033	Term 2	Coupon	3.000%	360,000	02/15/2023	100.000%
Subtotal	-	-	-	-	\$1,425,000	-	-
Total	-	-	-	-	\$2,600,000	-	-

Payoff Feb 2023 revised 0 | SINGLE PURPOSE | 8/23/2022 | 2:16 PM

Hilltop Securities Inc.
Public Finance

Page 1



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4874

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Approving Updates Regarding Republic Services Request for Extraordinary Recycling Processing Rate Increase for the Ensuing Contract Year

Requested Action

Approve the Resolution regarding an extraordinary rate increase for recycling processing costs incurred by Republic Services.

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas approve the Resolution regarding an extraordinary rate increase for recycling processing costs incurred by Republic Services.

Description/History

The City of Mansfield, Texas, entered an agreement with Republic Services to provide solid waste and recycling services on behalf of and for the residents and businesses of the City of Mansfield, Texas. The contract with Republic Services expires on September 30, 2023. Contractually, Republic Services is allowed to petition the City Council for extraordinary cost increases or decreases for recycling services because of the current macroeconomics within the recycling industry.

Under terms of the contract, Republic can petition the City Council to increase what is referred to as a processing fee for the increase in costs associated with handling recycling materials. The recycling market has changed significantly over the past couple of years and Republic is requesting a fee increase for the ensuing contract year.

Justification

City Council may elect to increase the extraordinary processing fee of \$.03 cents per month or City Council may elect not to increase the extraordinary processing fee of \$.03 cents per month.

Funding Source

N/A

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
APPROVING UPDATES REGARDING REPUBLIC SERVICES REQUEST FOR
EXTRAORDINARY RECYCLING PROCESSING RATE INCREASE FOR THE ENSUING
CONTRACT YEAR**

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 has previously authorized a contract with Republic Waste Services of Texas d.b.a. Duncan Disposal for the collection and disposal of residential and commercial refuse, solid wastes, and recyclable materials by approval of ordinance number 1443 on September 8, 2003, which ordinance was thereafter amended by ordinances numbered 1582, OR-1705-08, OR-1833-12, OR-2098-18 in 2006, 2008, 2012 and 2018 respectively; and,

WHEREAS, the collection and disposal of residential and commercial refuse, solid wastes and recyclable materials is important for the well-being, quality of life, and best interested of the citizens of the City; and,

WHEREAS, the City Council of the City of Mansfield, Texas after due and careful consideration, has determined that the Agreement between the City of Mansfield and Republic Waste Services of Texas, Ltd. attached as Attachment I to this Resolution will provide the best service for the best price to the citizens of the city for the collection and disposal of wastes and as a result is in the best interest of the health, safety, and well-being of the citizens of the City of Mansfield.

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

SECTION 1.

That the City Council of the City of Mansfield, Texas approved the Republic Services request of an extraordinary recycling processing rate increase for the ensuing contract year as attached to this resolution.

SECTION 2.

This resolution shall be effective with the October 2022 billing rates.

PASSED AND APPROVED THIS 12TH DAY OF SEPTEMBER 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



July 21, 2022

Mr. Troy Lestina, Director of Finance
City of Mansfield
1200 East Broad
Mansfield, Texas 76063

Dear Mr. Lestina,

Republic Waste Services of Texas, Ltd., "Republic" would like to take this opportunity to express our appreciation for the opportunity to provide solid waste services to the citizens of the Mansfield community.

In compliance with our Agreement for Solid Waste Collection and Disposal, Republic is providing the City with our official notice to adjust the current rates in accordance with the terms and provisions of the Agreement.

Under section 4 (C), all rates will be adjusted by the average "Percentage Increase", or "Percentage Decrease" not to exceed 3%. The average percentage increase for the most recent twelve months of data from CPI-U, Water, Sewer, Trash index is 3.90%. (See attachment)

In accordance with Section 4 (E), 'Extraordinary Increase', for expenses not already accounted for in the annual increase or substantially underrepresented in either. Republic Services is requesting an additional increase of 3.5% to account for the increase in expenses including:

- Labor costs due to wage demand and helper shortages - 1.4%
- Fuel costs - 4.2%

Additionally, in accordance with Section 4 (E), 'Extraordinary Increase', the residential recycle processing rate will be decreased by -.85 with an overall impact on the residential rate of \$.03 per home per month. This is driven by the increased pricing from commodity sales. The most recent 12-month average Commodity Price per ton is \$79.33 per ton vs. the \$33.54 per ton Commodity Price per ton included in last year's calculation.

Below is a chart summarizing the impact on the residential rates:

	Current	Incr. Amt.	New Rate
Residential Trash Rate	\$9.61	\$.62	\$10.23
Residential Recycle Collection Rate	\$4.00	\$.26	\$ 4.26
Residential Recycle Processing Rate	\$1.17	-.85	\$.32
Total Residential Rate	\$14.78	-.03	\$14.81

Republic Services is requesting an adjustment of 6.5% to our existing rate structure with an effective date of October 1, 2022. I have included all the supporting documentation as required by the contract.

Republic Services would like to thank the City Staff and Elected Officials. We appreciate your business and look forward to continuing to provide you with safe, efficient, reliable service and customer experience. Please feel free to contact me with any questions or comments.

Best Regards,



Robyn Mota
Municipal Services Manager

Enc. US Department of Labor, Bureau of Labor Statistics – US City Average, Water, Sewer and
Trash Collection Services Index
Rate Schedule

ATTACHMENT I**(Page 1)**

**CITY OF MANSFIELD
REPUBLIC SERVICES
FRANCHISED CITY RATES**

EFFECTIVE OCTOBER 1, 2022

Residential	Trash	Recycle	Total
Regular Residential	\$ 10.23	\$ 4.58	\$ 14.81
Senior Citizen/Handicapped	\$ 9.01	\$ 4.58	\$ 13.59
Additional Residential Recycle Container	\$ 4.48	(each additional Recycling container)	
Replacement Recycling Container	\$ 74.80		
Recycling Container Repair -(new lid, wheel, or axle)	\$ 14.95	(Resident caused damage only)	
Commercial Cart Container Service	\$ 48.60		
Additional Commercial Cart	\$ 11.63	(each additional trash cart)	
Commercial Recycle Container	\$ 13.43		
Additional Commercial Recycle Container	\$ 6.29		
Bulk Brush Collection per hour with a one-hour minimum charge			\$ 145.38

COMMERCIAL FRONT-LOAD RATES

Base Contract Rates							
SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	\$ 78.31	\$ 116.08	\$ 153.04	\$ 190.42	\$ 227.76	\$ 275.67	\$ 31.65
3 YD	\$ 91.85	\$ 165.52	\$ 232.16	\$ 303.55	\$ 374.96	\$ 457.21	\$ 43.86
4 YD	\$ 115.65	\$ 200.61	\$ 288.22	\$ 375.80	\$ 463.29	\$ 583.63	\$ 56.04
6 YD	\$ 145.42	\$ 257.55	\$ 369.70	\$ 481.83	\$ 593.99	\$ 778.14	\$ 73.09
8 YD	\$ 192.96	\$ 324.61	\$ 438.36	\$ 552.12	\$ 665.83	\$ 867.88	\$ 97.44
SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD COMP	\$ 274.09	\$ 406.32	\$ 535.65	\$ 666.48	\$ 797.19	\$ 964.85	\$ 110.79
3 YD COMP	\$ 321.46	\$ 579.29	\$ 812.55	\$ 1,062.41	\$ 1,312.37	\$ 1,600.25	\$ 153.50
4 YD COMP	\$ 404.80	\$ 702.17	\$ 1,008.77	\$ 1,315.33	\$ 1,621.51	\$ 2,042.70	\$ 196.13
6 YD COMP	\$ 508.95	\$ 901.43	\$ 1,293.93	\$ 1,686.40	\$ 2,078.97	\$ 2,723.52	\$ 255.82

Misc Charges – Commercial Front Load

Delivery	\$ 101.02	
Casters	\$ 22.84	month
Obstruction, Return trip fee	\$ 23.35	
Containers with enclosures or gates -	\$ 2.51	per lift
Lockbars	\$ 10.92	per month
Lockbar Installation Fee	\$ 103.08	One time installation fee
Additional Yardage Fee	\$ 16.98	per cubic yard

COMMERCIAL ROLL-OFF RATES

Base Commercial Roll Off Contract Rates					
SIZE	TYPE	DELIVERY	RENTAL MONTHLY	HAUL & DISPOSAL PER LOAD	DEPOSIT PER CONT
20 YD	OPEN	\$ 124.31	\$ 189.99	\$ 435.09	\$ 707.21
30 YD	OPEN	\$ 124.31	\$ 189.99	\$ 466.17	\$ 743.16
40 YD	OPEN	\$ 124.31	\$ 189.99	\$ 543.87	\$ 817.79
30 YD	COMP	NEGO	NEGO	\$ 559.39	NEGO
35 YD	COMP	NEGO	NEGO	\$ 598.26	NEGO
40 YD	COMP	NEGO	NEGO	\$ 621.56	NEGO
Obstruction/Return/Relocate Fee-Same as Delivery				\$ 124.31	N/A
Tonnage overage fee-loads exceeding 8 tons (per ton)				\$ 36.89	N/A
Compactor Turn Around Charge				\$ 69.78	N/A

Administrative fee for late payment is 1.50% or \$5, whichever is greater.

FRANCHISE FEE PERCENTAGE 8.0%

EFFECTIVE 10/01/22

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S.
city average, all urban consumers, not seasonally

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Years: 2011 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925						

YOY Change	10.406	10.758	10.417	10.838	11.302	11.525	9.305	8.836	9.481	9.497	8.930	8.909
Increase Percentage	4.04%	4.16%	4.02%	4.18%	4.35%	4.43%	3.69%	3.48%	3.73%	3.73%	3.49%	3.47%

12-Month Average 3.90%



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4878

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from the Office of the Governor of Texas through Public Safety Office Criminal Justice Division in an Amount Not to Exceed \$34,165.60

Requested Action

Approval of Resolution

Recommendation

Approval of Resolution

Description/History

The City of Mansfield Police Department's patrol division does not have bullet-resistant shields available for immediate deployment by patrol officers. These shields will protect the officer's body and anyone directly behind them from pistol ammunition rounds. The purpose of this grant is to provide shields to police departments that may respond to active shooter/s at a school.

Justification

This grant will provide \$34,165.60 in funding for 10 24"x36" Level IIIA Rapid Response Ballistic Shields for officers working details inside the Mansfield ISD schools or called to assist an ISD Jurisdiction critical incident of an active shooter/s, or any incident of an active shooter in the city limits.

Funding Source

The funding will be provided by The Office of the Governor of Texas, Public Safety Office Criminal Justice Division.

Prepared By

Nicole Puckett, Grant Writer
(817)728-3932

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR OF TEXAS, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION TO PURCHASE BULLET-RESISTANT SHIELDS. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$34,165.60 AND DOES NOT REQUIRE A MATCH

WHEREAS, the City of Mansfield and the police department is a unit of local government that meets the criteria established by the Office of the Governor and the State of Texas to apply for and receive grant funds under this program; and,

WHEREAS, the City of Mansfield Police Department's Patrol Division does not have Level IIIA bullet-resistant shields which provide cover and safety from live fire ammunition during active shooter situations; and,

WHEREAS, the City of Mansfield and the police department is seeking an amount not to exceed \$34,165.60 in grant program funding with no match required; and,

WHEREAS, the City of Mansfield and the police department agrees to comply with all program rules as set out in the grant program guidelines; and,

WHEREAS, the City of Mansfield agrees that in the event of loss or misuse of the Office of the Governor State of Texas funds, the City of Mansfield assures that the funds will be returned to the Officer of the Governor in full; and,

WHEREAS, the City of Mansfield designates Troy Lestina (Chief Financial Officer) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and,

WHEREAS, the City Council desires to ratify and authorize the City Manager and the police department to make application, receive and expend the above mentioned grant allocation, if awarded.

NOW, THEREFORE, BE IT RESOLVED THAT 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 for obtaining state funds from the Officer of the Governor through the State of Texas in FY23 to be used to purchase bullet-resistant shields.

SECTION 2.

The City Manager or designee is authorized to receive and expend the grant funding, if awarded, by the State of Texas for this grant program.

SECTION 3.

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4884

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding for the Installation of Carpet at City Hall to Texas Custom Commercial Floors Through the Interlocal Purchasing System (BuyBoard) for an Amount of Ninety-Eight Thousand Nine Hundred Sixty-Six Dollars and Sixty-One Cents \$98,966.61(General Fund)

Requested Action

Consider a Resolution awarding a contract Installation of carpet at City Hall and Authorizing Funding for an Amount Not to Exceed \$98,966.61.

Recommendation

Staff recommends approval of the Resolution.

Description/History

Our City Hall is now 21 years old. The carpet is original to the building. The carpet is worn and showing signs of its age.

Justification

The carpet in City Hall has outlived its life span. Due to age and condition of the carpet, replacing it the recommended action to take.

Funding Source

The funding source will be from the General Fund.

Prepared By

Andy Hale, Facilities Manager
817-728-3626

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING FOR THE INSTALLATION OF CARPET AT CITY HALL TO TEXAS CUSTOM COMMERCIAL FLOORS THROUGH THE INTERLOCAL PURCHASING SYSTEM (BUYBOARD) FOR AN AMOUNT OF NINETY-EIGHT THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-ONE CENTS \$98,966.61(GENERAL FUND)

WHEREAS, the City of Mansfield received the Bid through the Interlocal Purchasing System BuyBoard; and,

WHEREAS, the funding source for the Installation of carpet at City Hall will be from the General fund: and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the installation provided for herein be started as soon as possible to insure necessary service and delivery.

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

SECTION 1.

The City Manager or his designee authorized to execute an agreement with Texas Custom Commercial Floors for the installation of carpet at City Hall for an Amount of Ninety-Eight Thousand Nine Hundred Sixty-Six Dollars and Sixty-One Cents \$98,966.61.

SECTION 2.

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS THE 12th DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4887

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Awarding a Contract for the Purchase and Installation of Council Room Upgrades, Audio and Camera Equipment to Digital Resources and Authorizing Funding for an Amount Not to Exceed \$100,000 (Bond Funds)

Requested Action

Approve the Resolution to Execute the Agreement

Recommendation

Staff recommends that the City Council of the City of Mansfield, Texas authorize the City Manager to Execute the Agreement.

Description/History

The City of Mansfield, Texas conducts numerous meetings, including meetings open to the public and streamed live, in various conference rooms at City Hall and the Parks Administration building.

City staff from Information Technology reviewed proposals from multiple vendors.

Based on overall evaluations from Staff, it was determined the audio & equipment upgrades offered by Digital Resources, Inc for the conference room upgrades provides the best value for the cost.

Justification

The City of Mansfield, Texas conducts numerous meetings, including meetings open to the public and streamed live, in various conference rooms at City Hall and the Parks Administration building. An upgrade to the audio and camera equipment will provide an enhanced end user experience for all meeting participants along anyone viewing the meetings electronically.

Funding Source

The City Mansfield, Texas as defined by statute or Ordinance - Bond Funding.

Prepared By

Troy Lestina, Chief Financial Officer, 817-276-4258

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF
CONFERENCE ROOM UPGRADES, AUDIO & CAMERA EQUIPMENT TO DIGITAL
RESOURCES AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED
\$100,000**

WHEREAS, City staff conducts numerous meetings, including meetings open to the public and streamed live, in various conference rooms in City Hall and the Parks Administration building; and,

WHEREAS, staff has reviewed proposals for audio and camera upgrades from multiple providers; and,

WHEREAS, based on overall evaluations from staff, the conference room upgrades for audio and camera equipment offered by Digital Resources provides the best value for the cost.

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

SECTION 1.

The City Council of the City of Mansfield, Texas authorizes the approval and installation of conference room upgrades of audio & camera equipment from Digital Resources.

SECTION 2.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS 12TH DAY OF SEPTEMBER 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Presented By:

Digital Resources Inc

2107 Greenbriar Drive
Suite B
Southlake, TX 76092 US
(817) 481-9300
www.digitalresources.com



Leading AV Design and Integration

HUB / Woman Owned Business ID: 49129

Conference Room Upgrades, Camera's and Audio.

City of Mansfield

Todd Williams

todd.williams@mansfieldtexas.gov

1200 E Broad St
Mansfield, Texas 76063
817-808-5785

Sales Rep: Jeff Marler

Valid For: 30 Days

Revision: 1

Date: 8/25/2022

Terms: Net 30

Co-Op

HUB Certificate Number: 2005124528
Contract Type: Audio Visual Equipment,
Supplies and Services
Contract Number: 200904
Contract Expiration Date: 11/30/2023

Council Conference Room

2	AtlasIED FAP63T-BEGR FAP63T-W With Black Round Edgeless Grille Kit	\$115.00	\$230.00
1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$467.00	\$467.00
1	Atlona AT-GAIN-60 Stereo/Mono Power Amplifier 60 Watt	\$550.00	\$550.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00

Conference Room Upgrades, Camera's and Audio.

1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$645.00	\$645.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB65AC 65' USB 2.0 A to B cable	\$50.00	\$50.00

Council Conference Room Total

\$6,338.00

Multipurpose Room

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$467.00	\$467.00
1	AtlasIED CR222-NR 2' x 2' Ceiling-Mount Rack with 2RU, Standard-Width, AmbiTILT™ Shelf and Integrated AC Power Pack - Without Projector Pole Adapter	\$634.00	\$634.00
1	AtlasIED CR2CK CR Series Cable Install Kit for All CR Versions	\$68.00	\$68.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	Hosa USB-215-AB High Speed USB Cable - Type A to Type B - 15 Foot	\$11.00	\$11.00
1	Kramer FRAME-1G/US(B) Frame for Wall Plate Inserts — 1 Gang	\$21.00	\$21.00
1	Kramer Electronics WU-BA(B) Wall Plate insert - USB Wall Plate Insert (B/A)	\$24.00	\$24.00
2	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$8,130.00
1	Shure P300-IMX Audio Conferencing Processor	\$1,499.00	\$1,499.00
1	Startech USB2HAB65AC 65' USB 2.0 A to B cable	\$50.00	\$50.00

Multipurpose Room Total**\$11,054.00****Conference Room A (PNZ Conference Room)**

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$467.00	\$467.00
2	AtlasIED FAP63TC-W 6.5" Shallow Mount Coaxial In-Ceiling Speaker with 32-Watt 70V/100V Transformer	\$139.00	\$278.00
1	Atlona AT-GAIN-60 Stereo/Mono Power Amplifier 60 Watt	\$550.00	\$550.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
2	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$8,130.00
1	Shure P300-IMX Audio Conferencing Processor	\$1,599.00	\$1,599.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00

Conference Room A (PNZ Conference Room) Total**\$11,363.00****HR Conference Room**

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$497.00	\$497.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00

Conference Room Upgrades, Camera's and Audio.

1	JBL JBL-PSB-1 2.0 Channel Commercial-Grade Soundbar The JBL Pro SoundBar PSB-1 is a cost-effective, commercial-grade active soundbar designed specifically for use in applications such as hotel guestrooms and cruise ship staterooms. With an optimized feature set targeting the unique requirements of these applicat	\$253.00	\$253.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
1	Mounting Dream MD5422 Soundbar Mount	\$31.00	\$31.00
1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$594.00	\$594.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00

HR Conference Room Total

\$5,779.00

Engineering Conference Room

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$467.00	\$467.00
2	AtlasIED FAP63TC-W 6.5" Shallow Mount Coaxial In-Ceiling Speaker with 32-Watt 70V/100V Transformer	\$139.00	\$278.00
1	Atlona AT-GAIN-60 Stereo/Mono Power Amplifier 60 Watt	\$550.00	\$550.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00

1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$645.00	\$645.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00

Engineering Conference Room Total

\$6,344.00

Exectutive Conference Room

2	AtlasIED FAP63T-BEGR FAP63T-W With Black Round Edgeless Grille Kit	\$115.00	\$230.00
1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$467.00	\$467.00
1	Atlona AT-GAIN-60 Stereo/Mono Power Amplifier 60 Watt	\$550.00	\$550.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
2	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$8,130.00
1	Shure P300-IMX Audio Conferencing Processor	\$1,599.00	\$1,599.00

Exectutive Conference Room Total

\$11,307.00

City Manager Conference Room

1	AtlasIED FAP63T-BEGR FAP63T-W With Black Round Edgeless Grille Kit	\$115.00	\$115.00
1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00

Conference Room Upgrades, Camera's and Audio.

1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$329.00	\$329.00
1	Atlona AT-GAIN-60 Stereo/Mono Power Amplifier 60 Watt	\$550.00	\$550.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$631.00	\$631.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00
City Manager Conference Room Total			\$5,925.00

Parks and Rec 2nd Conference Room

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$329.00	\$329.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	JBL JBL-PSB-1 2.0 Channel Commercial-Grade Soundbar The JBL Pro SoundBar PSB-1 is a cost-effective, commercial-grade active soundbar designed specifically for use in applications such as hotel guestrooms and cruise ship staterooms. With an optimized feature set targeting the unique requirements of these applicat	\$257.00	\$257.00
100	Kramer Electronics C-3RVM/3RVM-10 3 RCA Component (Male - Male) Coax Cable (10')	\$4,300.00	\$4,300.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
1	Mounting Dream MD5422 Soundbar Mount	\$31.00	\$31.00

1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$631.00	\$631.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00

Parks and Rec 2nd Conference Room Total

\$9,952.00

Parks and Rec Admin

1	Netgear GS308PP 8-Port Gigabit Ethernet SOHO PoE+ Unmanaged Switch (83W) (Europe)	\$139.00	\$139.00
1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$329.00	\$329.00
1	FIRMERST DC-331830-7580B 6 FeetFlat Plug Extension Cord 14 AWG Black	\$11.00	\$11.00
1	JBL JBL-PSB-1 2.0 Channel Commercial-Grade Soundbar The JBL Pro SoundBar PSB-1 is a cost-effective, commercial-grade active soundbar designed specifically for use in applications such as hotel guestrooms and cruise ship staterooms. With an optimized feature set targeting the unique requirements of these applicat	\$257.00	\$257.00
100	Kramer Electronics C-3RVM/3RVM-10 3 RCA Component (Male - Male) Coax Cable (10')	\$4,300.00	\$4,300.00
1	Middle Atlantic CAB-COOL Cabinet Cooler, 20 CFM	\$104.00	\$104.00
1	Middle Atlantic PWR-8-V Vertical Power Distribution 8 Outlet, 15 Amp	\$77.00	\$77.00
1	Mounting Dream MD5422 Soundbar Mount	\$31.00	\$31.00
1	Shure ANIUSB-MATRIX 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$631.00	\$631.00
1	Shure MXA920W 24" Ceiling array microphone with DSP utilities - white finish	\$4,065.00	\$4,065.00
1	Startech USB2HAB6 6FT USB 2.0 A to B Cable - M/M	\$8.00	\$8.00

Conference Room Upgrades, Camera's and Audio.

Parks and Rec Admin Total

\$9,952.00

Shipping

1DRI Freight

\$872.00

\$872.00

Shipping Total

\$872.00

Professional Services

1*** Engineering, Programming and Integration Services

\$12,616.00

\$12,616.00

Engineering, Programming and Integration Services Required

Professional Services Total

\$12,616.00

Project Subtotal:

\$91,502.00

QUOTE SUMMARY

Equipment:	\$78,886.00
Labor:	\$12,616.00
Grand Total:	\$91,502.00

Scope of Work:

This for the upgrade of conference rooms around the facility, improving sound and recording capabilities for VTC meetings.

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident rescheduling fee will apply. DRI will make every effort to accomodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please consult with our company representative for information on additional service level agreement options.

Reference Quote # DRI-1789 Client PO#: _____ Print Name: _____ Title: _____

Client: **Todd Williams**

Date

Customer Approval:

Please sign above as an authorized agent, approving the products and services proposed. By signing OR emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial shipments will be shipped and invoiced unless noted otherwise. Taxes and shipping charges will be invoiced separately. Final scope of work and engineering may provide for a change in fees or services which you agree to upon approving this order.

*** Purchase will be taxable according to state / local tax laws for point of delivery. Unless information is completed below.*

NO _____ Tax ID # _____ (A Sales Tax Exempt Form Must Be On File)

Email To: orders@digitalresources.com

Thank you for your business!



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4891

Agenda Date: 9/12/2022

Version: 2

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Approving an Amendment to the Contract for Design Services with Garver for the US 287 Frontage Road Utility Relocations and 30-Inch Water Line Project for an Amount Not to Exceed \$120,000 (Utility Fund)

Requested Action

Consider a Resolution approving an amendment to the contract for design services with Garver for the US 287 Frontage Road Utility Relocations and 30-Inch Water Line Project for an amount not to exceed \$120,000.

Recommendation

The Engineering Staff recommends approval of the Resolution.

Description/History

The original contract with Garver was approved on February 22, 2021 with Resolution 3729-21 in the amount of \$600,100 to design the relocation of city water and sanitary sewer lines to an acceptable permanent location along US Hwy. 287 and incorporate the design of a 30" water line along Lone Star Rd.

In recent months, our major wholesale water customer, JCSUD, has made a request to Water Utilities for an increase in water service. To accommodate this request, an accelerated timeline for the 30" water line was deemed necessary. Pipe material shortage and cost increases warranted the need for an alternative pipeline material market analysis to strategize an accelerated timeline for start of construction of the 30" water line. Additional subsurface utility exploration was included to reduce the risk associated with the expedited pipe procurement timeline and custom pipe order.

The cost also includes many coordination efforts with TxDOT to include frontage road design changes, additional TxDOT conflict evaluations, right-of-way exhibits, and multiple reviews of an Exception/Variance Request. Garver also incorporated changes to the field conditions in the TxDOT right-of-way from the start of the project in March 2021 until the final design of the 30" water line in 2022. The changed field conditions included a recently installed gas line, electric facilities, and TxDOT construction staging area near the 30" water line alignment. Additional efforts were necessary to investigate an unidentified obstacle within the TxDOT right-of-way that stopped a 24-inch bore, revise construction plans for a new location of the bore to clear the obstacle, and obtain a TxDOT permit for the revised pipeline location.

Justification

This additional design work was needed to accommodate the accelerated timeline for the installation of the 30" water line to satisfy the JCSUD demand for water service, the continued TxDOT coordination efforts and the many other unavoidable changes detailed above.

The Assistant Director of Public Works/City Engineer will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contract amendment.

Funding Source

Utility Fund

Prepared By

Trace Hilton, Project Engineer, Engineering Department 817-276-4247

RESOLUTION NO. _____**A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT FOR DESIGN SERVICES WITH GARVER FOR THE US 287 FRONTAGE ROAD UTILITY RELOCATIONS AND 30-INCH WATER LINE PROJECT FOR AN AMOUNT NOT TO EXCEED \$120,000.00**

WHEREAS, the City Council recognizes the need to proceed forward approving an amendment to the contract for design services with Garver for the US 287 Frontage Road Utility Relocations and 30-Inch Water Line project for the benefit of the citizens of the City of Mansfield; and,

WHEREAS, the City Staff has reviewed the proposed amendment to the contract for design services; and,

WHEREAS, the City Council has received the recommendation from Staff to authorize additional funding for the amendment to the contract with Garver for additional design services; and,

WHEREAS, it is necessary to authorize and secure funds from the Utility Fund.

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

SECTION 1.

Additional funding is hereby authorized in an amount not to exceed One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) and the City Manager or his designee is hereby authorized and directed to execute a contract amendment with Garver for the US 287 Frontage Road Utility Relocations and 30-Inch Water Line project.

SECTION 2.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4899

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas Consenting to a Sublease Allowing Bar Down Café, LLC to Operate Within the StarCenter Mansfield

Requested Action

Approve resolution allowing Bar Down Café, LLC to operate within the StarCenter Mansfield.

Recommendation

Approve resolution.

Description/History

City Council and DSE Hockey Centers, L.P. entered into a Mansfield StarCenter Lease and Operating agreement on September 6, 2016 and an Amendment to the Mansfield StarCenter Lease and Operating Agreement dated August 8, 2017. In section 13.1 of the lease, it states that subleases have to be approved by the City, unless they are "Approved Subleases". An "Approved Sublease" is defined as one that satisfies all the requirements of section 13.2 of the lease, including the requirement of the subtenant to obtain General Liability Insurance identical to that required of the operator (DSE). The insurance requirement for the operator is \$5MM per occurrence. Bar Down Café, LLC is requesting to obtain \$1MM General Liability Insurance per occurrence.

Justification

Section 13 of the Lease and Operating Agreement allows for changes in a sublease agreement between DSE Hockey Centers L.P. and a subtenant, if the Landlord (City) approves the requested change. This change in insurance requirement will allow Bar Down Café, LLC to lease the concession area in the StarCenter Mansfield facility.

Funding Source

N/A

Prepared By

Shelly Lanners
Deputy City Manager
shelly.lanners@mansfieldtexas.gov
817-276-4265

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD CONSENTING TO A SUBLEASE ALLOWING BAR DOWN CAFÉ, LLC TO OPERATE WITHIN THE MANSFIELD STARCENTER**

WHEREAS, the City of Mansfield and DSE Hockey Centers, L.P. entered into a Mansfield StarCenter Lease and Operating agreement dated September 6, 2016, and an Amendment to the Mansfield StarCenter Lease and Operating Agreement dated August 8, 2017 (collectively the “Lease”); and,

WHEREAS, the Lease provides that unless a proposed sublease of space within the StarCenter is an Approved Sublease, as that term is defined in the Lease, the City of Mansfield must approve such sublease; and,

WHEREAS, Bar Down Café, LLC desires to sublease approximately 300 square feet of space within the StarCenter from DSE Hockey Centers, L.P. so that it may operate a concession area within the StarCenter (“Sublease”); and,

WHEREAS, the purpose of this resolution is to approve the sublease in accordance with the Lease.

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

SECTION 1.

The City of Mansfield consents to the Sublease and the sublease agreement between DSE Hockey Centers, L.P. and Bar Down Café, LLC, attached hereto as Exhibit A.

SECTION 2.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 12th DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

SUBLEASE AGREEMENT

This Ice Arena License Agreement ("Agreement") is entered into on **September 1st, 2022** between **DSE Hockey Centers, L.P.** ("Landlord") and **Bar Down Cafe, LLC, a Texas limited liability company** ("**Tenant**").

("Landlord"), collectively referred to as the "Parties". The Tenant has agreed to use a portion of the Children's Health Star Center Mansfield (the "Facilities" or "Facility") of **1715 E. Broad Street, Mansfield, Texas 76063**, in consideration of the Tenant executing this Agreement, meeting the covenants set forth below and paying the consideration described below.

For the consideration set forth herein, the Parties agree as follows:

1. LEASING CLAUSE. This Agreement authorizes Tenant to have the exclusive use of the concessions area, a total of approximately 300 square feet, located in the lobby on the south side of the facility, shown as Concessions Area in the drawing and picture attached hereto as **Exhibit A** ("Leased Area") for the purpose of providing food and beverage and other concession services (the "Services", as described in paragraph 8) Tenant shall have use of certain food service equipment present in the Leased Area as of the Commencement Date, as set forth in **Exhibit B**, or as purchased by Landlord during the Term (the "Equipment"). Tenant shall also have non-exclusive use of all public areas in the Facility, including but not limited to the rest rooms, the parking lots, walkways and other public areas of the Facilities, and areas of ingress and egress to such areas.

2. TERM. The term of this Agreement shall commence on 9/1/2022 (the "Commencement Date") and shall be for one (1) Contract Year (the "Term") and shall terminate on August 31, 2023, unless terminated earlier pursuant to the terms of this Agreement. A "Contract Year" shall be each period from September 1st through the following August 31st. Tenant shall have the option at any time after the Effective Date of this Agreement, with prior notice delivered to Landlord, to enter the Leased Area.

3. RENT. Tenant shall pay all rent to Landlord for the use of its Facility pursuant to this Agreement in the following amount per month for the Term (the "Rent"): Five Hundred Dollars (\$500.00). Tenant is not relieved from this obligation to pay Landlord the agreed upon Rent due to its own failure to use Facility pursuant to this Agreement. Tenant shall pay Rent monthly, in advance, on the first day of each month during the Term in accordance with the following schedule.

4. LATE PAYMENTS. Any payment of Rent which is more than five (5) days late shall be subject to a Late Fee of \$50. Should any payment of Rent remain unpaid after thirty (30) days written notice from Landlord, such amount shall begin to accrue interest at the lower of 14% per annum or the maximum interest rate allowable by law from the original due date of the payment. Acceptance by Landlord of payments at later times or at any other places than as state in this Agreement, no matter how many times repeated, shall not prevent Landlord, without demand or notice, from requiring strict compliance with the provisions of this Agreement for the dates and places of payment. Furthermore, if Tenant is late with any payment due to Landlord under the terms of this Agreement more than two (2) times during any Contract Year, irrespective of whether such payment is subsequently made, then, without limiting Landlord's other rights and remedies, Landlord may, in Landlord's sole discretion, modify the amount of the required Security Deposit to up to Five Hundred dollars (\$500) total. Within ten (10) days after notice, Tenant shall submit to Landlord the required additional sums for the Security Deposit.

5. SECURITY DEPOSIT. N/A

6. LANDLORD'S DUTIES. Landlord shall be responsible for:

- a. Making the Facility available to Tenant during the normal business hours of the Facility.
- b. Providing a Facility that is free from open and obvious physical defects in, of, or upon the Leased Area and a Facility that is reasonably fit for its intended use and purpose.
- c. Making reasonable efforts to resolve concerns, including, but not limited to, correcting defects that Tenant brings to Landlord's attention.
- d. Maintaining the Facility in accordance with industry standards.
- e. Providing Tenant with a unique key to the Leased Area (Leased Area will remain accessible to Landlord via a master key).
- f. Providing Leased Area as is.
- g. Providing electricity, HVAC, and maintenance in the ordinary course of business to the Leased Area.

7. TENANT'S DUTIES. Tenant shall be responsible for:

- a. Providing reasonable notice to the Landlord of any open and obvious defects existing in, of, or upon the Leased Area that Tenant becomes aware of prior to and while using the Leased Area.
- b. Paying for all Rent and costs associated with the Tenant's use of the Leased Area in a timely manner and in accordance with the provisions of this Agreement.
- c. Controlling the behavior of its members, volunteers, employees and Invitees.
- d. Supervising all activities in the Leased Area.
- e. Keeping the Leased Area and the Equipment in good repair and in a safe, sanitary and slightly condition, and to be responsible for and reimburse Landlord for any damage outside ordinary and reasonable wear and tear caused to the Leased Area or the Equipment by the Tenant, its employees, agents, invitees or any other individual associated with the Tenant.
- f. Strictly complying with all requirements of the Landlord and all applicable laws, codes, ordinances, rules and regulations governing the Leased Area.
- g. Not assigning or transferring its rights or obligations under this Agreement to any third party without the prior written consent of Tenant. Consent may be granted or withheld by Landlord in its sole and absolute discretion.
- h. Naming Landlord and the City of Mansfield as an additional insured under its general liability insurance policy during the term of this Agreement.
- i. Indemnifying Landlord against any and all injuries arising from the activities conducted by the Tenant at the Facility that are caused by the negligent or intentional conduct of any of Tenant's employee's or guests.
- j. Returning the Leased Area and the Equipment in the same condition as it was prior to Tenant's use at the end of the Term.
- k. Obtaining prior approval from Landlord and the City of Mansfield, Texas for any and all window and exterior signage in connection with Tenant's use of the Leased Area and be responsible for any and all costs related to such exterior signage.
- l. Paying for all costs related to any alterations or improvements to the Leased Area to prepare Leased Area for Tenant's intended use under this Agreement and all costs related to returning the Leased Area to its original state at the time of this Agreement if requested by Landlord.

8. FOOD AND ALCOHOLIC BEVERAGE SERVICES

- a. Alcohol Service Rights. Landlord hereby grants to Tenant, on the terms herein set forth, the right and privilege and license to provide alcoholic beverage sales and services, at the Facility for the Term of this Agreement as allowable by law and retain all revenue therefrom (the "Alcoholic Beverage Services").
- b. Alcoholic Beverage Service Training. All Tenant employees involved in the sale and service of alcoholic beverages shall be trained by Tenant in effective alcoholic beverage service awareness. This training much include certification under the programs required by the Texas Alcoholic Beverage Commission ("TABC").

c. Food Service Rights. Landlord hereby grants to Tenant, on the terms set forth herein, the right and privilege and license to provide food and non-alcoholic beverage sales and services at the Facility for the Term of the Agreement and retain all revenue therefrom (the "Food Services"; the Alcoholic Beverage Services together with the Food Services, the "Services").

d. Laws and Regulations. Tenant shall, at all times observe and comply, at its own expense, with all statutes, ordinances, orders, regulations and requirements of all governmental authorities (including without limitation, the requirements of Title 1 of the American with Disabilities Act, the Texas Alcoholic Beverage Code and the rules and regulations of TABC).

9. LICENSES AND PERMITS.

a. Licenses and Permits. Tenant, at its expense, shall obtain and maintain in good standing at all times all legally required licenses and permits, including without limitation, all necessary health cards from the City for its employees, a health permit from the City and the necessary food and liquor license to provide the Services. On expiration or earlier termination of this Agreement, Tenant shall surrender its alcoholic beverage license for the Facility to the TABC within forty-eight (48) hours of the termination date or expiration of the Term.

b. Suspension or Revocation of Tenant's Licenses. In the event Tenant's alcoholic beverage licenses are suspended or revoked, Landlord shall have the right to suspend Tenant's rights hereunder only with respect to the sale of alcoholic beverages which otherwise would be allowed under the suspended or revoked license, so that Tenant shall continue to provide its Food Services in all other respects. Tenant shall, within thirty (30) days and at its sole cost and expense, retain a third party which is reasonably acceptable to Landlord and which possesses all necessary alcoholic beverage licenses to operate pursuant to the terms of this Agreement any area requiring Alcoholic Beverage Services until Tenant shall have reinstated or obtained substitute liquor licenses. If Tenant fails to do so, Landlord may retain a third party to provide this service at Tenant's sole expense.

10. **ALTERATIONS.** Tenant may not make alterations or improvements to the Leased Area without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion.

11. **BREACH.** If the Tenant fails to comply with or breaches any of the above covenants, or in the event of any illegal or inappropriate conduct by the Tenant (a "Breach"), and such failure, breach or conduct remains uncured after thirty (30) days from receipt of written notice thereof from Landlord, Landlord, in addition to all other rights and remedies afforded to Landlord hereunder or by law or equity, reserves the right in its absolute and sole discretion to revoke the Tenant's rights granted under this Agreement, at which time this Agreement automatically shall terminate and the Tenant shall immediately vacate and leave the Leased Area. In such event and notwithstanding such termination of this Agreement, the Tenant will remain responsible for all charges incurred, expenses arising and liabilities accruing under this Agreement from the Tenant's use of the Leased Area including all future Rent due from the time that notice of intent to terminate is provided until the expiration of thirty (30) days, and will not be entitled to any refund of the Rent.

12. **RECIPROCAL HOLD HARMLESS. RECIPROCAL HOLD HARMLESS.** Tenant agrees to indemnify, defend and hold harmless Landlord, Dallas Sports & Entertainment, L.P., DSE GP, Inc., DSE Hockey Centers GP, Inc., DSE Hockey Club, L.P., DSE Hockey Club GP, Inc., and each of their respective owners, partners, affiliates, subsidiaries, shareholders, officers, directors, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") from and against any claim for bodily injury or property damage arising from Tenant's use of the Facilities pursuant to this Agreement provided that such claim is proximately caused by: (1) the negligent or intentional act of Tenant or any of its members, employees, guests, or its Invitees while using the Facilities; or (2) a failure of Tenant to perform any of its obligations set forth in paragraph 7 (a)-(l) above. Tenant shall not be required to indemnify, defend or hold harmless Landlord, its officers, agents, shareholders or employees from any claim proximately caused by any structural or physical defect existing in, of, or upon the Facilities unless Landlord can demonstrate that Tenant was aware of, or caused, said defect prior to the occurrence of the injury, but failed to reasonably notify Landlord or its employees of the defect, despite having sufficient time to do so.

Landlord agrees to indemnify, defend and hold harmless Tenant, its officers, agents, shareholders and employees from and against any claim for bodily injury or property damage arising from Tenant's use of the Facility pursuant to this Agreement provided that such claim is proximately caused by: (1) any structural or physical defect existing in, of, or upon the Facility unless Landlord can demonstrate that Tenant was aware of, or should have been aware of, the open and obvious defect prior to the occurrence of the injury, but failed to notify Landlord, of its existence despite sufficient time to do so; or (2) a failure of Landlord to perform any of its obligations set forth in paragraph 6 (a)-(g) above. Landlord shall not be required to indemnify, defend or hold harmless Tenant, its officers, agents, shareholders or employees, from any claim caused by any negligent or intentional conduct of Tenant, its members, volunteers, employees or Invitees.

13. INSURANCE. Tenant shall procure at its own expense and maintain in full force and effect during the Term of this Agreement policies of insurance with the types and minimums coverages set forth herein. The policies shall be with responsible insurance carriers maintaining an A.M. Best rating of at least A- (or its industry standard equivalent) duly qualified in Texas and shall cover the operations and obligations of Tenant under this Agreement. Tenant shall endorse the General Liability, Automobile and Umbrella/Excess to provide DSE Hockey Centers, L.P., DSE Hockey Club, L.P. and the City of Mansfield, and each of their officers, directors, employees, representatives, subsidiaries and affiliated companies with Additional Insured status. Tenant shall endorse all policies to provide Waiver of Subrogation in favor of DSE Hockey Centers, L.P., DSE Hockey Club, L.P. and the City of Mansfield, and each of their officers, directors, employees, representatives, subsidiaries and affiliated companies. Tenant shall endorse all policies to provide third party 30 days' notice of cancellation.

- a. Commercial General Liability insurance for premises, ongoing operations and completed operations including, but not limited to, coverage for contractual liability, independent contractors, bodily injury including death, broad form property damage, personal injury and aggregate, and \$2,000,000 completed operations aggregate.
- b. Liquor Liability Insurance of \$1,000,000 each occurrence; and \$2,000,000 aggregate with Landlord and the City of Mansfield named as an additional insured party under the terms of such policy.
- c. Business Automobile Liability insurance covering claims arising from all owned, hired, and non-owned vehicles including, but not limited to, coverage for contractual liability, bodily injury including death, property damage and personal injury with \$1,000,000 minimum each accident combined single limit.
- d. Workers' Compensation at statutory limits for medical and indemnity claims at all locations of work.
- e. Employer's Liability insurance with minimum limits of \$1,000,000 each accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease.
- f. Commercial Umbrella or Excess Liability, which shall follow form with respect to Commercial General Liability, Liquor Liability, Business Automobile Liability and Employer's Liability exposures with minimum limits of \$5,000,000 each occurrence; \$5,000,000 general aggregate; \$5,000,000 products and completed operations aggregate, including a per location/per project aggregate.

14. ASSUMPTION OF RISK. Tenant, its invitees and all individuals using Landlord's Facility, for any purpose, in conjunction with this Agreement shall assume all risks and dangers associated with any activities conducted by Tenant while at the Facility.

15. AS-IS CONDITION. Tenant accepts the Leased Area in its current, "as-is" condition. Landlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment or decorations, except Landlord shall deliver the Leased Area in clean condition. On or before the expiration of this Agreement or earlier termination, Tenant shall restore at Tenant's sole expense the Leased Area and the Equipment to the condition existing as of the Commencement Date, ordinary wear and tear accepted. The obligations of Tenant hereunder shall survive the expiration or earlier termination of this Agreement.

16. ACCESS. Landlord shall have the right to enter the Leased Area with reasonable notice in order to perform maintenance or for any other reason deemed necessary in Landlord's sole discretion, including for the normal course of business between Tenant and Landlord. Additionally, Landlord shall have the right to enter the Leased Area with no notice in the case of emergencies.

17. **HOURS OF OPERATION.** Landlord requires that the Tenant maintains the following as the minimum hours of operation.

- a. September through March.
 - Monday-Friday – 4:30pm - 9:00pm
 - Saturday – 9:00am – 6:00pm
 - Sunday – 11:00am – 6:00pm
- b. May through August
 - Monday – Friday – 4:00pm – 8:00pm
 - Saturday – 9:00am – 6:00pm
 - Sunday – 12:00pm – 5:00pm
- c. Tournaments – based on game schedule

18. **TERMINATION.** In addition to the termination provisions in paragraph 11 of this agreement, in the event that this Agreement becomes commercially untenable to Landlord, in Landlord's sole discretion, Landlord may terminate this Agreement with thirty (30) days written notice to Tenant. Following the termination of this Agreement, Tenant shall surrender its license to sell alcoholic beverages at the Facility and, if necessary, Tenant shall otherwise reasonably cooperate in the transition of concession services to the successor designated by Landlord, if any. Any surrender by Tenant shall require delivery of possession of the Facilities, the Concession Equipment, and the Leased Area in good condition, reasonable and ordinary wear and tear expected.

19. **SUBORDINATION.** The provisions of this Agreement and Tenant's right to use the Leased Area hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement or any other encumbrance under which Landlord may be occupying or operating the Leased Area and is subject to the approval of the City of Mansfield.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Texas and, if any proceeding whatsoever, in law or in equity, should arise out of this Agreement, the venue for such proceeding must be in Tarrant County in the State of Texas.

21. **WAIVER.** Landlord's failure to seek redress for a violation, or to insist upon strict performance of, any covenant or condition shall not prevent a subsequent act which would have originally constituted a violation of this Agreement from having all the force and effect of any original violation. No provision of this Agreement shall be deemed to have been waived by Landlord unless waived in writing.

22. **AMENDMENT.** This Agreement may not be amended except by instrument in writing signed by both Landlord and Tenant.

23. **ASSIGNMENT.** Neither this Agreement nor any of the rights, duties or obligations of Tenant hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, by Tenant, without the prior written consent of Landlord, in Landlord's sole discretion.

24. **LEGAL FEES.** In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, costs of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

25. **DISCLAIMER.** LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE LEASED AREA IS SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE.

26. **ENTIRE AGREEMENT.** This Sublease Agreement constitutes the entire agreement between the Parties.

27. **CORRESPONDENCE.** All correspondence between the parties shall be directed as follows:

If to Landlord:

DSE Hockey Centers, L.P.
C/O Damon Boettcher
2601 Avenue of the Stars
Frisco, Texas
Copy to: Legal Department

If to Tenant:

Bar Down Café, LLC
1502 Mallard Circle
Mansfield, Texas 76063
Attn: Barb Rau

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement this 20th day of August 2022.

LANDLORD: DSE Hockey Centers, L.P.
By DSE Hockey Centers GP, Inc.
Its general partner

By its duly authorized Agent _____
Damon Boettcher, Vice President

TENANT: Bar Down Café, LLC

By its duly authorized Agent _____
<Tenant Signor Signature>



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4898

Agenda Date: 9/12/2022

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in Entering into a Lease Agreement with Flex Financial, a Division of Stryker Sales LLC to Lease Durable Medical Equipment in the Amount of \$3,237,591 Payable in Ten Annual Payments

Requested Action

Consider and approve the Resolution to enter into a Lease Agreement with Flex Financial, a division of Stryker Sales LLC for the Fire Department to lease durable medical equipment.

Recommendation

Staff recommends approval.

Description/History

Stryker Sales LLC will lease durable medical equipment (e.g. cardiac monitors, CPR equipment, stair chairs, stretchers and stretcher loading mechanisms) to the City of Mansfield Fire Department in the amount of \$3,237,591 payable in 10 annual payments.

Justification

Entering into this Agreement will provide our department and the city with state-of-the-art equipment, a maintenance program, and an equipment replacement program that is FDA compliant. Additionally, it will secure pricing for the next ten years along with providing for a complete upgrade with next generation equipment as technology improves.

Funding Source

City of Mansfield General Fund

Prepared By

Michael Ross, Fire Chief

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ENTERING INTO A LEASE AGREEMENT WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES LLC TO LEASE DURABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$3,237,591 PAYABLE IN TEN ANNUAL PAYMENTS**

WHEREAS, the City of Mansfield Fire Department desires to enter into a lease agreement with Flex Financial, a Division of Stryker Sales LLC: and,

WHEREAS, the funding source for the lease of the durable medical equipment will be from the City of Mansfield General Fund: and,

WHEREAS, the Fire Department will lease medical equipment including cardiac monitors, CPR equipment, stair chairs, stretchers, and stretcher loading mechanisms: and,

WHEREAS, it is recognized that the lease of this equipment will provide our department and the city with state-of-the-art equipment, a maintenance program, and an equipment replacement program: and,

WHEREAS, it will secure pricing for the next ten years along with providing for a complete upgrade with next generation equipment as technology improves.

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

SECTION 1.

The Fire Chief is authorized to enter into the Lease Agreement with Flex Financial, a Division of Stryker Sales, LLC.

SECTION 2.

This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

Date: September 07, 2022

RE: Reference no:2110168320

City of Mansfield, Texas
1305 E BROAD ST
MANSFIELD, Texas 76063-1804

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Rental Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel
- Addendum

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider , Opinion of Counsel, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No:	_____		
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of September, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Mansfield, Texas 1305 E BROAD ST MANSFIELD, Texas 76063-1804
<p>1. Master agreement. The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.</p>	
<p>2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.</p>	
<p>3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at https://www.theice.com/marketdata/reports/180, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.</p>	
<p>4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.</p>	
<p>5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.</p>	
<p>6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.</p>	

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "**Default Interest Rate**"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110168320

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Mansfield, Texas 1305 E BROAD ST MANSFIELD Texas 76063-1804	
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002		
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")		
Equipment Location: 1305 E BROAD ST, MANSFIELD, Texas 76063-1804		
Schedule of periodic rent payments: 10 Annual payments of \$323,759.10(First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)		
Term in months: 109	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
TERMS AND CONDITIONS		
<p>1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p>		
<p>2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p>		
<p>3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.</p>		

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Rental Schedule001 to Master Agreement No.2110168320

Description of equipment

Customer name: City of Mansfield, Texas

Delivery Location: 1305 E BROAD ST, MANSFIELD, Texas , 76063-1804

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	14
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	14
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	14
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	14
11160-000011	NIBP CUFF-REUSEABLE,INFANTBA	14
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	14
11171-000050	RAINBOW DCIP PED REUSABLE SENS	14
11577-000002	KIT - CARRY BAG,MAIN BAG	14
11220-000028	TOP POUCH	14
11260-000039	KIT - CARRY BAG,REAR POUCH3	14
11160-000015	NIBP CUFF-REUSEABLE,ADULTBAY	14
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADUL	14
11171-000082	RC-4,EMSRainbowPATIENT	14
11577-000011	LI-ION CHARGER,MOBILESTD POW	14
11996-000471	ASSEMBLY,GATEWAY4GMULTITE	14
11171-000082	RC-4,EMSRainbowPATIENT	14
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	56
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	5
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	5
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	5
11576-000080	BATTERY,LUCASDARK GRAYY	5
11576-000046	LUCAS SUCTION CUP DISPOSABLE 3	5
11576-000089	PLATE,BACKANTI SLIPFORSLIM B	5
21576-000074	STRAP,STABILIZATIONLUCAS	5
639005550001	MTS POWER LOAD	7
650700450102	ASSEMBLY, POWER CORD, NORTH AM	8
650705550001	MTS PWRPRO2 COT HIGH CNFIG	8
650700080301	POWERPRO2 BATTERY	8
650700450301	POWERPRO2 CHARGER	8
6252000000	STAIR PRO - MODEL 6252	7
6252027000	FOOTREST OPTION	7
6252040000	HEAD SUPPORT OPTION	7
6250021000	HARD PLASTIC ABS SEAT OPTION	7
6250161000	NON-ABSORBANT RESTRAINT OPTION	7
11996-000476	ASSEMBLY,GATEWAY4GMULTITE	14

Service coverage:

Model number	Service coverage description	Quantity	Years
78000168	Kore Data plan Verizon	14	10.00
78000171	Lifenet Asset (Per Device)	19	10.00
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	14	10.00
78000020	On Site Prevent for LUCAS 3,v3.1 Chest Compression Patient Straps(1) Stabilization Strap(2) Suction CupsEach Device	5	10.00
77500010	Power-PRO 2 - Prevent (w/batts & SEM)	8	10.00
76011PT	Power-LOAD Prevent Service	7	10.00
77100003	Cot Upgrade or Install	14	10.00
73071PT	Stair Chair Prevent Service	7	10.00

Freight: **Financed**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: September 07, 2022

Schedule 001 To Master Agreement Number 2110168320

To: City of Mansfield, Texas ("Customer")
1305 E BROAD ST
MANSFIELD, Texas 76063-1804

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$2,531,598.95** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$2,531,598.95

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110168320

See Exhibit A to Schedule 001 To Master Agreement Number 2110168320

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110168320** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and City of Mansfield, Texas ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

September 07, 2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110168320 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and City of Mansfield, Texas (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Texas and is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO RENTAL SCHEDULE 001 TO MASTER AGREEMENT NO. 2110168320 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF MANSFIELD, TEXAS

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW, AND VENUE FOR ADJUDICATION OF ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS OF TARRANT COUNTY, TEXAS.

2. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

4. Upgrade. Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one (1) time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule. If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange (the "Like-Kind Exchange") the Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the original Equipment (the "Original Equipment"). Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Original Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4889

Agenda Date: 9/12/2022

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the August 22, 2022 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 August 22, 2022 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, August 22, 2022

3:00 PM

Council Chambers

REGULAR MEETING

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

Mayor Evans called the meeting to order at 3:04 p.m.

Present 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

WORK SESSION

Discussion Regarding a Stillwater Development in The Reserve

Clay Roby, Managing Partner with Stillwater Capital, presented an update to the master plan for the proposed Stillwater development in The Reserve. He noted that he is looking for clarity on the Tax Increment Reinvestment Zone #1 request and the residential phase II site plan. Cole Henley, Stillwater Capital, presented a high-level overview of the TIRZ #1 request regarding the townhomes at The Reserve, which was previously approved by the TIRZ #1 Board. Mr. Roby answered Council questions. Assistant City Manager Matt Jones spoke on the proposed development and answered questions. Property owner Steven Lockwood made brief comments.

Discussion Regarding Future City Council Meeting Dates

Assistant City Secretary Keera Seiger discussed potential issues regarding the dates of future City Council Meetings, specifically those surrounding the Thanksgiving 2022 and Spring Break 2023 holidays. City Council directed staff to reschedule the City Council meeting of November 28, 2022 to November 14, 2022, and the meeting of March 13, 2023 to March 6, 2023.

RECESS INTO EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:18 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:32 p.m. Mayor Evans recessed the executive session at 7:01 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. 348-270155-14

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 3:20-CV-2061-N-BK

Seek Advice of City Attorney Regarding Political Vending at City Events

Seek Advice of the City Attorney Regarding the Shops at Broad

Seek Advice of City Attorney Regarding Specific Use Permits for Gas Well Drilling and Production

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

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 #21-01

Economic Development Project #21-10

Economic Development Project #21-28

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

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

Mayor Evans reconvened the meeting into regular business session at 7:10 p.m.

INVOCATION

Pastor Jon Thomas of St. John Lutheran Church gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Leyman 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 Broseh led the Texas Pledge.

RECOGNITION

Recognition of Methodist Mansfield's Award Winning Downtown Mural Program

Downtown Coordinator Nicolette Ricciuti recognized Methodist Mansfield's downtown mural program.

PROCLAMATION

[22-4849](#)

National Payroll Week

Mayor Evans read the National Payroll Week proclamation.

[22-4850](#)

Mansfield Reads! 2022

Mayor Evans read and presented the Mansfield Reads! 2022 proclamation to Library staff and members of the Mansfield Library Board.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL ANNOUNCEMENTS

Council Member Leyman spoke on the recent house fire and recognized the city's Fire Department on a job well done.

Council Member Bounds spoke on the Regional TML Meeting she attended.

There were no other Council announcements.

SUB-COMMITTEE REPORTS

[22-4846](#)

Minutes - Approval of the August 8, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Short (Chair), Evans, and Lewis)

A motion was made by Council Member Short to approve the minutes of the August 8, 2022 Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee meeting as presented. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 3 - Julie Short; Casey Lewis and Michael Evans

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh;Mike Leyman;Todd Tonore and Tamera Bounds

[22-4847](#)

Minutes - Approval of the August 9, 2022 Housing Market Growth Strategy Sub-Committee Meeting Minutes (vote will be only by members of the sub-committee: Lewis (Chair), Short, and Bounds)

A motion was made by Council Member Bounds to approve the minutes of the August 9, 2022 Housing Market Growth Strategy Sub-Committee Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 3 - Julie Short;Casey Lewis and Tamera Bounds

Nay: 0

Abstain: 0

Non-Voting: 4 - Larry Broseh;Mike Leyman;Todd Tonore and Michael Evans

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Director of Public Works Bart VanAmburgh spoke on street flooding and various road closures and answered Council questions.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Lewis to authorize the City Manager to negotiate, execute and purchase the property as discussed in executive session. Seconded by Council Member Short. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

CONSENT AGENDA

[22-4838](#)

Resolution - A Resolution Awarding a Contract for the Purchase of 1800 Feet of 16-Inch C-900 DR18 Water Pipe for the Extension of the S Main St Water Line to Fortiline Waterworks for an Amount not to Exceed \$158,533.72 (Utility Fund)

A motion was made by Council Member Broseh to approve the following

resolution:

A RESOLUTION AWARDDING A CONTRACT FOR THE PURCHASE OF 1,800 FEET OF 16-INCH C-900 DR18 WATER PIPE FOR THE EXTENSION OF THE S MAIN ST WATER LINE TO FORTILINE WATERWORKS FOR AN AMOUNT OF \$158,533.72 (UTILITY 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; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3892-22

[22-4848](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas Adopting the City of Mansfield, Texas Investment Policy; Approving Investment Pools; and Approving Qualified Broker Dealers and Investment Advisors for Engaging in Investment Transactions for the City

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS ADOPTING THE CITY'S INVESTMENT POLICY; APPROVING TRAINING FOR THE CITY'S INVESTMENT OFFICER; APPROVING INVESTMENT POOLS; AND APPROVING QUALIFIED BROKER DEALERS FOR ENGAGING IN INVESTMENT TRANSACTIONS OF THE CITY

(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; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3893-22

[22-4851](#)

Resolution - A Resolution Authorizing a Change Order to the Contract with LandTec Engineers, LLC for Construction Materials Testing for the Public Safety Burn Tower Foundation and Skills Pad Project for an Amount Not to Exceed \$42,000.00

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

A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH LANDTEC ENGINEERS, LLC FOR CONSTRUCTION MATERIALS TESTING AT THE PUBLIC SAFETY BURN TOWER FOUNDATION AND SKILLS PAD PROJECT

(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; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3894-22

[22-4852](#)

Resolution - A Resolution Awarding the Contract for the Purchase and Replacement of a Pathological Waste Incinerator to Therm-Tec, Inc. and FC Industries, Inc. for an Amount Not to Exceed \$83,104.35

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

A RESOLUTION AWARDED A CONTRACT FOR THE PURCHASE AND REPLACEMENT OF A PATHOLOGICAL WASTE INCINERATOR TO THERM-TEC, INC. AND FC INDUSTRIES, INC. FOR AN AMOUNT OF EIGHTY-THREE THOUSAND ONE HUNDRED AND FOUR DOLLARS (\$83,104.35) AND THIRTY-FIVE CENTS

(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; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3895-22

[22-4844](#)

Request for Special Event Permit: Freedom Fest Mansfield

A motion was made by Council Member Broseh to approve the special event permit. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[22-4834](#)

Minutes - Approval of the August 8, 2022 Regular City Council Meeting

Minutes

A motion was made by Council Member Broseh to approve the minutes of the August 8, 2022 Regular City Council Meeting. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

END OF CONSENT AGENDA

OLD BUSINESS

[22-4824](#)

Resolution - A Resolution Approving a Development Agreement Between the City of Mansfield, The Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, and SW Mansfield Development, LLC; Authorizing the City Manager or His Designee to Execute the Development Agreement; and Providing an Effective Date

Assistant City Manager Matt Jones presented the item and answered Council questions.

A motion was made by Council Member Lewis to authorize the City Manager to negotiate, finalize, and execute a development agreement with several modifications to the proposal including up to \$1.6 million for streetscapes which would also include that the developers put a six foot masonry screening wall and substantial conformity to the Ladera wall along Debbie Lane (for the Matlock side of the project), that the developers would also bury the overhead power lines that are in the right of way along Matlock, up to \$900,000.00 for paving of the two east west roadways that connect to Broad and Matlock that are part of our road grid, up to \$700,000.00 for a stormwater system, up to \$400,000.00 for a traffic signal on E Broad, with a total of up to \$3.6 million with three conditions placed on that: 1.) The TIRZ reimbursement be condition to receiving a CO or temporary CO for 30,000 square feet of non-residential uses south of Broad Street; 2.) That the public infrastructure that serves the urban core south of Broad Street has started; and 3.) That Council approval of a site plan layout for the commercial uses on the north side of Broad Street that are adjacent to the townhome development be approved.

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MANSFIELD, THE BOARD OF DIRECTORS OF THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, AND SW MANSFIELD DEVELOPMENT, LLC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

Nay: 0

Abstain: 0

Enactment No: RE-3896-22

PUBLIC HEARING

22-4836

Public Hearing - Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Chief Financial Officer Troy Lestina presented the proposed FY 23 budget and answered questions.

Mayor Evans opened the public hearing at 8:20 p.m.

Tom Corbin, 1116 Concord Drive - Mr. Corbin asked for clarification on property tax revenue, assistance with tax calculations, and city debt due to bond issuance.

With no others wishing to speak, Mayor Evans closed the public hearing at 8:25 p.m.

No action was taken.

22-4837

Public Hearing - Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.6800 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

Troy Lestina presented the proposed FY 23 tax rate.

Mayor Evans opened the public hearing at 8:20 p.m.

Tom Corbin, 1116 Concord Drive - Mr. Corbin asked for clarification on property tax revenue, assistance with tax calculations, and city debt due to bond issuance.

With no others wishing to speak, Mayor Evans closed the public hearing at 8:25 p.m.

No action was taken.

22-4839

Public Hearing - Public Hearing and Consideration of a Request for a Specific Use Permit (SUP) for Gas Well Drilling and Production on Approximately 5.58 Acres Located at 500 Mouser Way; GHA Barnett, LLC, Gas Well Operator, 498 Mouser Way LLC, Surface Owner, and MMA, Inc., Engineer/Planner (SUP#22-003)

Director of Planning Jason Alexander presented the item and answered Council

questions. Applicant Stephen Lindsey, GHA Barnett, answered Council questions.

Mayor Evans opened the public hearing at 9:07 p.m. With no one wishing to speak, Mayor Evans closed the public hearing at 9:08 p.m.

A motion was made by Council Member Lewis to approve the request for a specific use permit. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 6 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore and Michael Evans

Nay: 1 - Tamera Bounds

Abstain: 0

NEW BUSINESS

22-4853

Discussion and Possible Action Regarding Street Crossings, Roadways, Traffic Calming, and Solutions Near Mansfield ISD Schools

Council Member Lewis spoke on this item and mentioned the need for solutions regarding traffic and other issues surrounding MISD schools. He suggested a group of citizens, school board, school administration, police, city council, and city staff, and parents in the community come together to review potential issues and improvements at each school. School Board Member Keziah Farrar made brief comments and concurred with Council Member Lewis' comments. Executive Director of Student Operations at MISD, Dr. Paul Cash, spoke and answered questions.

No action was taken.

22-4842

Discussion and Possible Action Regarding FY 22/23 Hotel/Motel Tax Fund Allocation Recommendation

Council Member Short presented the recommended allocations of HOT Funds on behalf of the Hotel/Motel Occupancy Tax Funds Policy and Allocation Sub-Committee. The recommended allocations are as follows:

Championship Basketball 2022 for the 65th Annual Whataburger Basketball Tournament: \$10,000.00 (Stipulation that the scholarship must be awarded to a Mansfield resident and the organization is encouraged to purchase items utilized for the event from Mansfield businesses.)
Pickled Mansfield Society for the St. Paddy's Pickle Parade and Palooza: \$73,200.00 (Up to \$73,200.00 with the stipulation that the Pickled Mansfield Society Board of Directors work with city staff on the details of the event and have all of the details worked out by the end of 2022, which must be in writing and agreed to.)
Mansfield Commission for the Arts for Music Alley, Hometown Holidays, and Arts Week: \$47,100.00
Historic Mansfield Performance Park - The LOT for 2022-2023 Programming: \$150,000.00
Mansfield Historical Museum for Foundation and Building Repair: \$250,000.00

A motion was made by Council Member Short to approve the FY 22/23 Hotel/Motel Tax Fund Allocation recommendations. Seconded by Council Member Lewis. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[22-4843](#)

Discussion and Possible Action Regarding the Setup of the Annual Audit Committee

Troy Lestina presented this item and answered Council questions.

A motion was made by Council Member Lewis to approve the setup of the Annual Audit Committee with Council Member Broseh appointed as the third member of the Committee. Seconded by Council Member Short. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[22-4845](#)

Review and Consideration of a Request to Approve Minor Modifications to the South Pointe Planned Development (PD) District Standards, Office Residential (OR) District; RUBY 07 SPMTGE LLC, developer (ZC#04-012C)

Jason Alexander stated that the developer was not able to attend the meeting; therefore, staff and the developer requested that Council table this item.

A motion was made by Council Member Lewis to table this item to the September 12, 2022 City Council Meeting. Seconded by Council Member Short. The motion CARRIED by the following vote:

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

Nay: 0

Abstain: 0

[22-4854](#)

Resolution - A Resolution Establishing a Policy for Political Vending at City Events

City Attorney Drew Larkin spoke on the proposed policy.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS
ESTABLISHING A POLICY FOR POLITICAL VENDING AT CITY EVENTS**

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

Seconded by Council Member Broseh. The motion CARRIED by the following

vote:

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

Nay: 0

Abstain: 0

Enactment No: RE-3897-22

ADJOURN

A motion was made by Council Member Lewis to adjourn the meeting at 9:36 p.m. Seconded by Council Member Short. The motion CARRIED by the following vote:

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

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: 22-4845

Agenda Date: 9/12/2022

Version: 2

Status: Old Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Review and Consideration of a Request to Approve Minor Modifications to the South Pointe Planned Development (PD) District Standards, Office Residential (OR) District; RUBY 07 SPMTGE LLC, developer (ZC#04-012C)

Requested Action

The applicant is unable to attend the meeting and has requested that this item be tabled. Staff recommends tabling the case.

To review and consider proposed text revisions to the development standards for the South Pointe PD District concerning removing the requirement for a minimum of 50 acres to be developed as office in the OR District and to reduce the minimum lot area for townhomes in the OR District from 2,000 square feet to 1,760 square feet.

Recommendation

Staff recommends denial of the request to remove the requirement for a minimum of 50 acres to be developed as office in the OR District in accordance with the provisions of Section 5 of the South Pointe PD District Standards.

Staff recommends approval of the request to reduce the minimum lot area for townhomes in the OR District from 2,000 square feet to 1,760 square feet with the following development considerations:

1. Each townhome be provided with a dooryard, a terrace, or a stoop frontage as set forth in Section 155.073 (K) of the S, South Mansfield Form-based Development District.
2. Each townhome, where the provisions of the South Pointe PD District Standards are silent, be designed and constructed in accordance with the architectural standards as set forth in Section 155.073 (Q) of the S, South Mansfield Form-based Development District.

Description/History

Consideration of this case was tabled at the City Council's August 22, 2022, Meeting.

As envisioned, South Pointe is to be developed as and to exist as a "mixed-use community purposefully designed to facilitate quality development and livability" that is worthy of emulation.

The South Pointe PD District standards are administered to and applied across nine (9) different residential product types and a wide range of non-residential projects. The various residential product types include townhomes, with the considerations that townhomes are “appropriate as a transition from residential areas to nonresidential areas and along arterial or collector streets” and that “no more than six (6) attached dwelling units can be included in a single building”.

The South Pointe PD District standards are further administered to and applied across five (5) different districts, including the OR District. As shown in Section 6 of the South Pointe PD District, the intent of the OR District is to “provide a location for offices, office flex, residential and related uses”.

Of the developed land within the OR District, some 45.03 acres of land are dedicated to the Charlene McKinzey Middle School; and another 33.44 acres of land are anticipated to deliver 92 detached single-family residences to the market (i.e., Phase 8B). This leaves a balance of approximately 29 acres of undeveloped land remaining in the OR District.

The text revision requests may be reviewed with regards to the following considerations:

- Presently, the remaining vacant land assigned to the OR District is generally located north of the Tarrant County Water Containment & Improvement District No. 1 Easement and south of the Union Pacific Railroad. It is bounded to the west by Matlock Road and to the east by State Highway 360.
- The OR District still affords substantial opportunities to integrate office uses into the existing and proposed development patterns in South Pointe and the surrounding environs, including proposed projects to the north of the Union Pacific Railroad and to the east of State Highway 360.
- Reducing the minimum lot area for townhomes will not only improve land use efficiency, but it will also increase opportunities for the application of elevated standards for architecture and urban design. Further mandating dooryard, terrace, or stoop frontages will stimulate visual interest while enhancing visual harmony with existing and future residential development. Standards for dooryard, terrace, and stoop frontages should be derived from and inspired by the S, South Mansfield Form-based Development District. Further, the S, South Mansfield Form-based Development District should inspire the architectural considerations for townhomes within the community, as there are limited provisions for architecture within the South Pointe PD District for townhomes.
- With the remaining amount of vacant land dwindling within the municipal limits of Mansfield, the purposeful integration of employment, commercial, and civic uses into primarily residential areas will help create complete neighborhoods while expanding the tax base.
- The development standards for the South Pointe PD District contemplate a rich and

balanced mix of uses that sustain each other in whole and in part.

Summarily, in removing the requirement that a minimum of 50 acres be dedicated to office diminishes the potential of South Pointe to develop and to exist as an exemplary mixed-use development. The preservation of development patterns in South Pointe that are efficient and reinforce a balanced mix of uses should be reinforced.

Further, reducing the minimum lot area for the townhome residential product will not adversely impact development patterns; rather, it will provide a rather suitable transition in land use intensity for future projects and improve land use efficiency and site design.

Prepared By

Art Wright, Senior Planner
817-276-4226





SITE AREA
36.08 AC

PLAN COUNT
187 UNITS

TH COLOR/
PLAN LEGEND

#2240

#2242

SOUTH POINTE TOWNHOMES

N

E

S

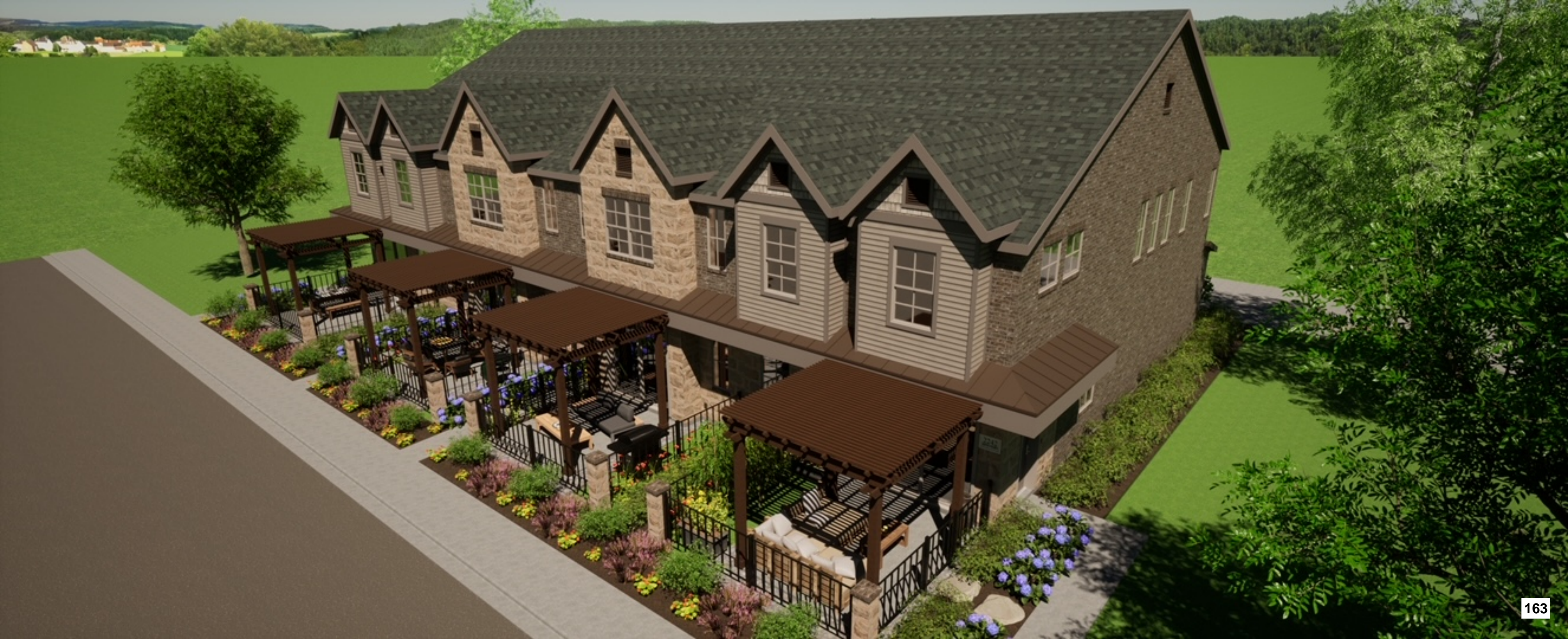
W

0 50' 100' 200'

SCALE IN FEET

G

GRENADIER
HOMES







**ADDENDUM TO SOUTH POINTE
PLANNED DEVELOPMENT DISTRICT STANDARDS
MANSFIELD, TEXAS**

August __, 2022

WHEREAS, the City of Mansfield, Texas (the “City”), approved that certain South Pointe Planned Development District Standards Mansfield, Texas dated February 16, 2005, as revised on July 11, 2016, and as further revised on April 24, 2017 (as revised, the “PD Standards”); and

WHEREAS, the City, by action of the City Council on August __, 2022, has approved certain amendments and modifications to the PD Standards.

NOW, THEREFORE, the PD Standards are hereby amended and modified as follows:

Modifying the Minimum Lot Area for Townhouse – Office Residential. The PD Standards are hereby modified and amended by reducing the minimum lot area for Townhouse – Office Residential to 1,760 square feet as set forth in Section 8 of the PD Standards.

Modifying and Amending the Residential Townhouse Product (TH). The PD Standards are hereby modified and amended by adding the following language at the end of the last sentence in Section 3, Paragraph 6, of the PD Standards:

“Each townhouse shall provide a dooryard, a terrace, or a stoop at the principal entrance into the dwelling in accordance with the provisions of Section 155.073 (K) the S, South Mansfield Form-based Development District. Each townhouse, where the provisions of these South Pointe Planned Development District Standards are silent, shall be designed and constructed in accordance with the provisions of Section 155.073 (Q) of the S, South Mansfield Form-based Development District. Otherwise, the provisions of these South Pointe Planned Development District Standards shall control.”

This Addendum to the PD Standards is approved by action of the City Council of the City on August __, 2022.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4885

Agenda Date: 9/12/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing and First and Final Reading of an Ordinance to Amend Chapter 155, "Zoning" to Revise the Definition of an Accessory Dwelling in Section 155.012; to repeal Section 155.082(E)(7) in its entirety; and to Revise Regulations Related to Accessory Dwellings in Section 155.099(B)(35); (OA#22-007)

Requested Action

To consider the proposed ordinance amendment

Recommendation

The Planning and Zoning Commission held a public hearing on September 6, 2022, and voted 7 to 0 to recommend denial. The Commission discussed the following concerns regarding the proposed amendments:

- Accessory dwelling units should be limited to the D, Downtown District, to evaluate and determine their feasibility before implementing provisions for these units for the rest of the City;
- Owner-occupancy is not required for either the principal residence or the accessory dwelling units, encouraging more rental properties in single-family residential neighborhoods;
- The Commission expressed concerns about the possibility that the principal residence and accessory dwelling units could be rented, allowing up to three unrelated families to live on the same single-family residential lot;
- Extra parking and driveways might be necessary to serve the accessory units;
- The accessory dwelling units could become short term rentals;
- Enforcement of the accessory dwelling unit regulations could prove difficult; if there are less than three rental units on the property, accessory dwelling units would not be registered or inspected.
- Homeowners associations could have difficulty enforcing their restrictions because the City can issue permits for accessory dwelling units regardless of any deed restrictions;

- Neighbors would not have input on how an accessory dwelling unit might affect their properties.

Staff recommends approval.

Description/History

The City Council's Housing Market Growth Strategy Sub-Committee has been reviewing and developing strategies to expand housing choices in Mansfield, including encouraging the construction of accessory dwelling units on single-family lots. Based on the Sub-Committee's direction and guidance, the proposed amendments to Sections 155.012 (Definitions), 155.082(E)(7) (Special Exception) and Section 155.099(B)(35) (Special Conditions) will enable and encourage the construction of accessory dwelling units. The proposed amendments redefine accessory dwelling units, allow them as a matter of right and establish new building height, area, design, and setback requirements.

Current Regulations

Under the current provisions of Chapter 155, Zoning, the following regulations apply to accessory dwellings:

1. Section 155.012 (Definitions) defines an accessory dwelling as:

"DWELLING, ACCESSORY. A dwelling unit accessory to and located on the same lot with the main residential building and used as living quarters by domestic servants or caretakers employed on the premises, temporary guests, or family members of the owner of the premises."

2. Section 155.082(E)(7) (Special Exception) allows attached or detached accessory dwellings by special exception as may be considered and approved by the Zoning Board of Adjustments. Accessory dwellings may only be used by family members, domestic servants or temporary guests pursuant to the definition in Section 155.012. Accessory dwellings cannot be rented or used as a separate residence, and only one accessory dwelling is allowed per lot. The current regulations also establish area, height, and setback requirements for accessory dwellings.
3. Section 155.099(B)(35) (Special Conditions) allow an attached accessory dwelling by right if the unit is constructed at the same time as the main residence.

Proposed Amendments

1. The proposed amendment to Section 155.012 provides a new definition for accessory dwelling units and contains the rental provision.

"Dwelling Unit, Accessory. A type of dwelling unit that is subservient to a principal residential dwelling in size, location, and design, and is often located above garages or within an accessory building that is located towards the rear of the property. An accessory dwelling unit may also be for rent."

2. The proposed amendment also repeals Section 155.082(E)(7), the Special Exception

regulations, entirely.

3. The following are the principal revisions to Section 155.099(B)(35), the Special Conditions regulations for ADUs:

- ADUs are permitted in the A, PR, SF, and D Districts and in PD Districts by right.
- An ADU may either be attached to the principal residence, above a free-standing garage or in a free-standing outbuilding.
- The maximum habitable floor area of an attached ADU is 1,000 square feet. A detached ADU may have a floor area of 75% of the habitable floor area of the principal residence.
- An ADU and a principal residence cannot exceed the maximum lot coverage permitted by the property's zoning.
- The maximum height of an ADU is two stories.
- Only one attached accessory dwelling unit and one detached accessory unit are allowed on a lot or parcel of land. Summarily, there may be a maximum of two ADUs on a single property.
- ADUs are not counted in the calculations of the minimum or maximum densities in any zoning district.
- The side and rear setbacks for an attached one-story ADU is five feet. For an attached two-story ADU, the minimum side setback is seven and a half feet and the rear setback is 10 feet.
- The side and rear setbacks for all detached ADUs is 5 feet.
- ADUs must match the wall, color, and material of the principal residence on the same lot, with special roof requirements for detached or attached ADUs.
- The entrance into an attached ADU must face away from the main entrance into the principal residence.
- Where visible from the public right-of-way or any required open space or civic space, all openings for doors and windows shall match the proportions and orientations for the same on the principal building façade.
- ADUs must have a separate entry from the principal residence.
- An ADU may not be platted or sold separately from the principal residence.

- Examples of ADUs are shown.

Prepared By

Art Wright, Senior Planner

817-276-4226

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, “ZONING,” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, TO REVISE THE DEFINITION OF AN ACCESSORY DWELLING IN SECTION 155.012; TO REPEAL THE SPECIAL EXCEPTION RELATING TO ACCESSORY DWELLINGS IN SECTION 155.082(E)(7); TO REVISE THE SPECIAL CONDITIONS RELATING TO ACCESSORY DWELLINGS IN SECTION 155.099(B)(35); TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; TO PROVIDE A SEVERABILITY CLAUSE; TO PROVIDE A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND TO PROVIDE 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 the Code of Ordinances of the City of Mansfield, Texas, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended; and,

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council recognizes a need to add clarity to the Code of Ordinances through amendments that help define intent of administration.

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

SECTION 1.

That Section 155.012 of the Mansfield Code of Ordinances, “Definitions,” is hereby amended by revising the definition for “Accessory Unit” to read as follows:

“*Dwelling Unit, Accessory.* A type of dwelling unit that is subservient to a principal residential dwelling in size, location, and design, and is often located above garages or within an accessory building that is located towards the rear of the property. An accessory dwelling unit may also be for rent.”

SECTION 2.

That Section 155.082(E)(7) of the Mansfield Code of Ordinances, is hereby repealed in its entirety, and the remaining divisions be renumbered accordingly.

SECTION 3.

That Section 155.099(B)(35) of the Mansfield Code of Ordinances, is hereby amended to read as follows:

(35) *Accessory dwelling units.* Accessory dwelling units are intended to add to and diversify the mix of housing and increase land use efficiency while fitting into and supporting a neighborhood context. Accessory dwelling units are permitted in the A, PR, SF, and D Districts and in PD Districts where specified, subject to the following regulations and restrictions:

(a) The accessory dwelling unit may either be provided within the principal residential unit (i.e., attached); or above a free-standing garage or as an independent, free-standing outbuilding to a principal residential unit or principal building (i.e., detached).

(b) The habitable floor area of an accessory dwelling unit shall not exceed 1,000 square feet if attached to a principal residential unit or principal building; or 75% of the habitable floor area of the principal residential unit or principal building if detached. In no case shall the habitable area of an accessory dwelling unit exceed the habitable area of the principal dwelling unit or principal building. In no case shall the aggregate habitable area of the accessory dwelling unit(s) and the principal dwelling unit or principal building exceed the maximum lot coverage allowed by the regulations of the zoning district in which the property is located.

(c) The maximum height of an accessory dwelling unit shall not exceed two (2) stories.

(d) No more than one (1) attached accessory dwelling unit and one (1) detached accessory unit shall be allowed on any platted lot or parcel of land. The total number of accessory dwelling units on any platted lot or parcel of land shall not exceed two (2) units.

1. Accessory dwelling units are not counted in the calculations of minimum or maximum densities.

(e) An accessory dwelling unit shall meet the following setback requirements:

1. For all attached accessory dwelling units that are one (1) story in height, the sideyard setback shall be a minimum of five (5) feet and the rearyard setback shall be a minimum of five (5) feet.

2. For all attached accessory dwelling units that are two (2) stories in height, the sideyard setback shall be a minimum of seven-and-a-half (7.5) feet and the rearyard setback shall be a minimum of ten (10) feet.

3. For all detached accessory dwelling units, the sideyard setback shall be a minimum of five (5) feet and the rearyard setback shall be a minimum of five (5) feet.

(f) For accessory dwelling units on corner lots, or lots fronting two (2) or more streets, a separate driveway approach shall be permitted for the unit. For accessory dwelling units on all other lots, a separate driveway approach shall be subject to review and approval by the Director of Planning.

(g) To ensure accessory dwelling units are designed in coordination with the principal residential unit or principal building, the following architectural and urban design considerations shall apply:

1. All accessory dwelling units shall match the wall, color, and material of the principal residential unit or principal building on the same lot.
2. For detached accessory dwelling units, roofs shall be shed with a minimum pitch of 4:12 and shall have a roof style complementary to the architectural style of the principal residential unit or principal building.
3. For attached accessory dwelling units, roofs shall match the roof style of the principal residential unit or principal building.
4. To provide a measure of privacy, the entrance into an attached accessory dwelling unit shall be designed to face away from the main entrance into the principal residential unit or principal building.
5. Exterior stairs and fire escapes shall not be visible from the public right-of-way.
6. Garages and architectural features including, but not limited to, balconies, patios, and porches, shall not be calculated and considered to be part of the maximum habitable area of the accessory dwelling unit.
7. Where visible from the public right-of-way or any required open space or civic space, all openings for doors and windows shall match the proportions and orientations for the same on the principal building façade.
8. Accessory dwelling units shall have an entry that is independent of the principal residential unit or principal building, and that is accessible from a sidewalk or from a rear alley.

(h) Accessory dwelling units may or may not share utility connections with a principal residential structure or principal building.

1. New utility connections may be permitted, subject to the approval of the City Engineer.
2. All new utility connections shall be placed underground.
3. All new data / telecommunications lines shall be placed underground.

(i) One (1) walkway, between four (4) and five (5) feet in width, and paved in brick, concrete, or stone, shall be provided and directly connect the entrance of the accessory dwelling unit to required parking.

(j) An accessory dwelling unit may not be platted or sold separately from the principal residential unit or principal building.

(k) All trash containers and recycling containers shall be visually screened from the public right-of-way.

(l) Applications may be made to the City Council for any accessory dwelling units which do not comply with the regulations above.

(m) [*Architectural examples*]. The following representations are for illustrative purposes only, showing the architectural design of accessory dwelling units.

























SECTION 4.

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 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 Zoning Ordinance as a whole.

SECTION 6.

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

SECTION 7.

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

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

ORDINANCE NO. _____

Formatted

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, TO REVISE THE DEFINITION OF AN ACCESSORY DWELLING IN SECTION 155.012; TO REPEAL THE SPECIAL EXCEPTION RELATING TO ACCESSORY DWELLINGS IN SECTION 155.082(E)(7); TO REVISE THE SPECIAL CONDITIONS RELATING TO ACCESSORY DWELLINGS IN SECTION 155.099(B)(35); TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; TO PROVIDE A SEVERABILITY CLAUSE; TO PROVIDE A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND TO PROVIDE 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 the Code of Ordinances of the City of Mansfield, Texas, "Zoning", have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended;

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and

WHEREAS, the City Council recognizes a need to add clarity to the Code of Ordinances through amendments that help define intent of administration.

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

SECTION 1.

That Section 155.012 of the Mansfield Code of Ordinances, "Definitions," is hereby amended by revising the definition for "Accessory Unit" to read as follows:

"Dwelling Unit, Accessory. A type of dwelling unit that is subservient to a principal residential dwelling in size, location, and design, and is often located above garages or within an accessory building that is located towards the rear of the property. An accessory dwelling unit may also be for rent~~accessory to and located on the same lot with the main residential building and used as living quarters by domestic servants or caretakers employed on the premises, temporary guests, or family members of the owner of the premises."~~

SECTION 2.

That Section 155.082(E)(7) of the Mansfield Code of Ordinances, is hereby repealed in its entirety, and the remaining division be renumbered accordingly.

~~(7) The construction of an accessory dwelling in any A, PR or SF zoning district that does not comply with § 155.099(B)(35).~~

~~—— (a) Conditions of approval.~~

~~—— 1. Occupancy of the accessory dwelling shall be limited to domestic servants or caretakers employed on the premises, temporary guests, or family members of the owner of the premises. Guests may occupy such dwelling no more than 90 consecutive days in any 12-month period.~~

~~—— 2. An accessory dwelling shall not be rented as an apartment or used as a separate domicile.~~

~~—— 3. No more than one accessory dwelling shall be allowed on any lot or tract.~~

~~—— 4. The minimum area of the lot on which a detached accessory dwelling is located shall be 20,000 square feet. There shall be no minimum lot size for accessory dwellings attached to the main residential building.~~

~~—— 5. The habitable floor area of an accessory dwelling shall not exceed 50% of the habitable floor area of the main residential building, provided that the combined square footage of the accessory dwelling and the main residential building shall not exceed the maximum lot coverage allowed by the regulations of the zoning district in which the property is located.~~

~~—— 6. The maximum height of an accessory dwelling shall be 35 feet. A detached accessory dwelling shall be limited to one story; however, it may have a loft or attic.~~

~~—— 7. An accessory dwelling must comply with the same minimum side and rear setback requirements as the main residential building and must be at least 75 feet from the front property line or behind the rear facade of the main residential building that is furthest from the street. In no case shall an accessory dwelling be located forward of the main residential building.~~

~~—— 8. No separate driveway approach shall be permitted for an accessory dwelling.~~

~~—— 9. An accessory dwelling shall be constructed of the predominant building and roofing materials used on the main residential building.~~

~~—— 10. All utilities must be on the same meter as the main residential building.~~

~~—— 11. The granting of the special exception does not change the essential character or appearance of the neighborhood, or diminish or impair property values within the neighborhood.~~

SECTION 3.

That Section 155.099(B)(35) of the Mansfield Code of Ordinances, is hereby amended to read as follows:

(35) Accessory dwelling units. Accessory dwelling units are intended to add to and diversify the mix of housing and increase land use efficiency while fitting into and supporting a neighborhood context. Accessory dwelling units are permitted in the A, PR, SF, and D Districts and in PD Districts where specified, subject to the following regulations and restrictions~~The construction of an accessory dwelling in any A, PR or SF zoning district shall be permitted, subject to the following:~~

~~(a) The accessory dwelling shall be built with the main residential building at the time of the original building permit.~~

~~(a**b**) The accessory dwelling unit may either be provided within the principal residential unit (i.e., attached); or above a free-standing garage or as an independent, free-standing outbuilding to a principal residential unit or principal building (i.e., detached). The accessory dwelling shall be made structurally a part of the main residential building and:~~

~~1. Have a common wall with the main residential building; or~~

~~2. Have a continuous roof assembly and common attic with the main residential building.~~

~~(b**e**) The habitable floor area of an accessory dwelling unit shall not exceed 1,000 square feet if attached to a principal residential unit or principal building; or 5075% of the habitable floor area of the principal residential unit or principal building if detachedmain residential building, whichever is less. In no case shall the habitable area of an accessory dwelling unit exceed the habitable area of the principal dwelling unit or principal building. In no case shall the aggregate habitable area of the accessory dwelling unit(s) and the principal dwelling unit or principal building The accessory dwelling and the main residential building together shall not exceed the maximum lot coverage allowed by the regulations of the zoning district in which the property is located.~~

~~(c**d**) The maximum height of an accessory dwelling unit shall not exceedthe height of the main residential building two (2) stories.~~

~~(e) Occupancy of the accessory dwelling shall be limited to domestic servants or caretakers employed on the premises, temporary guests, or family members of the owner of the premises. Guests may occupy such dwelling no more than 90 consecutive days in any 12-month period.~~

~~(f) An accessory dwelling shall not be rented as an apartment or used as a separate domicile.~~

~~(d**g**) No more than one (1) attached accessory dwelling unit and one (1) detached accessory unit shall be allowed on any platted lot ortract parcel of land. The total number of accessory dwelling units on any platted lot or parcel of land shall not exceed two (2) units.~~

1. Accessory dwelling units are not counted in the calculations of minimum or maximum densities.

~~(e)~~ An accessory dwelling unit ~~must comply with the same minimum side and rear setback requirements as the main residential building~~ shall meet the following setback requirements.:

1. For all attached accessory dwelling units that are one (1) story in height, the sideyard setback shall be a minimum of five (5) feet and the rearyard setback shall be a minimum of five (5) feet.

2. For all attached accessory dwelling units that are two (2) stories in height, the sideyard setback shall be a minimum of seven-and-a-half (7.5) feet and the rearyard setback shall be a minimum of ten (10) feet.

3. For all detached accessory dwelling units, the sideyard setback shall be a minimum of five (5) feet and the rearyard setback shall be a minimum of five (5) feet.

~~(f)~~ For accessory dwelling units on corner lots, or lots fronting two (2) or more streets, a separate driveway approach shall be permitted for the unit. For accessory dwelling units on all other lots, a separate driveway approach shall be subject to review and approval by the Director of Planning. ~~No separate driveway approach shall be permitted for an accessory dwelling.~~

~~(j) An accessory dwelling shall be constructed of the predominant building and roofing materials used on the main residential building.~~

(g) To ensure accessory dwelling units are designed in coordination with the principal residential unit or principal building, the following architectural and urban design considerations shall apply:

1. All accessory dwelling units shall match the wall, color, and material of the principal residential unit or principal building on the same lot.

2. For detached accessory dwelling units, roofs shall be shed with a minimum pitch of 4:12 and shall have a roof style complementary to the architectural style of the principal residential unit or principal building.

3. For attached accessory dwelling units, roofs shall match the roof style of the principal residential unit or principal building.

4. To provide a measure of privacy, the entrance into an attached accessory dwelling unit shall be designed to face away from the main entrance into the principal residential unit or principal building.

5. Exterior stairs and fire escapes shall not be visible from the public right-of-way.

6. Garages and architectural features including, but not limited to, balconies, patios, and porches, shall not be calculated and considered to be part of the maximum habitable area of the accessory dwelling unit.

7. Where visible from the public right-of-way or any required open space or civic space, all openings for doors and windows shall match the proportions and orientations for the same on the principal building façade.

8. Accessory dwelling units shall have an entry that is independent of the principal residential unit or principal building, and that is accessible from a sidewalk or from a rear alley.

~~(h)~~ ~~Accessory dwelling units may or may not share utility connections with a principal residential structure or principal building~~ ~~utilities must be on the same meter as the main residential building.~~

1. New utility connections may be permitted, subject to the approval of the City Engineer.

2. All new utility connections shall be placed underground.

3. All new data / telecommunications lines shall be placed underground.

(i) One (1) walkway, between four (4) and five (5) feet in width, and paved in brick, concrete, or stone, shall be provided and directly connect the entrance of the accessory dwelling unit to required parking.

(j) An accessory dwelling unit may not be platted or sold separately from the principal residential unit or principal building.

(k) All trash containers and recycling containers shall be visually screened from the public right-of-way.

(l) Applications may be made to the ~~Board of Adjustment~~ City Council for ~~a special exception for~~ any accessory dwelling units which ~~does~~ do not comply with the regulations above, ~~subject to the provisions of § 155.082(E)(7).~~

(m) [Architectural examples]. The following representations are for illustrative purposes only, showing the architectural design of accessory dwelling units.

























SECTION 4.

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 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 Zoning Ordinance as a whole.

SECTION 6.

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

SECTION 7.

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

DULY PASSED on the first and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4729

Agenda Date: 9/12/2022

Version: 1

Status: Old Business

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Public Hearing Continuation and First and Final Reading on an Ordinance to Amend Section 155.072(B) of the Mansfield Code of Ordinances Regarding Definitions for an Accessory Unit and Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances Regarding the habitable area of an Accessory Unit (OA 22-005)

Requested Action

To consider the proposed ordinance amendment

Recommendation

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission Held a public hearing on June 21, 2022 and voted 5 to 0 to recommend approval (Commissioners Groll and Weydeck absent).

Staff Recommendation

Staff recommends approval.

Description/History

The City Council tabled this case at the July 11, 2022, meeting for further review and guidance by the Housing Market Growth Strategy Sub-Committee.

Section 155.072(B) in the D, Downtown District currently sets out the definition of an accessory unit as: "A dwelling unit not greater than 800 square feet, and sharing ownership and utility connections with a principal building; and the dwelling may or may not be within an principal building and it may or may not be for rent."

The amendment will revise the definition of an accessory unit to read as follows:

"Accessory Unit. A type of residential unit that is subservient to a principal residential structure or principal building in size, location, and design, and is often located above garages or within an outbuilding located towards the rear of a property. An accessory unit may also be for rent. Applicable regulations and restrictions as found in Section 155.099(B)(35) for Accessory Dwelling Units shall apply (SYNONYM: ANCILLARY UNIT)."

The amendment to Section 155.072(J)(5)(c), setting out the habitable square footage of an accessory unit, is intended to further distinguish the differences between an accessory unit within a principal building and one in an outbuilding.

Section 155.072(J)(5)(c) establishes a maximum area of 800 square feet of habitable area for the accessory unit. The proposed amendment will limit “accessory units to a maximum habitable area of 1,000 square feet if attached to a principal building or 75 percent of the habitable area of the principal building if detached” and “the habitable area of an accessory unit shall not exceed the habitable area of the principal building.” This amendment is consistent with the proposed amendments to Section 155.099(B)(35) for accessory dwelling units in agenda item 22-4885.

Prepared By

Art Wright, Senior Planner
817-276-4226

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, “ZONING,” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, TO REVISE THE DEFINITION OF AN ACCESSORY UNIT IN SECTION 155.072(B) AND TO REVISE THE AREA OF AN ACCESSORY UNIT IN SECTION 155.072(J)(5)(C); 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 the Code of Ordinances of the City of Mansfield, Texas, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended; and,

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and,

WHEREAS, the City Council recognizes a need to add clarity to the Code of Ordinances through amendments that help define intent of administration.

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

SECTION 1.

That Section 155.072(B) of the Mansfield Code of Ordinances, “Definitions,” is hereby amended by revising the definition for “Accessory Unit” to read as follows:

“Accessory Unit. A type of residential unit not greater than 800 square feet sharing ownership and utility connections with a principal building with a separate entrance from the principal building; it may or it may not be within an outbuilding. Accessory units may only be rented if the principal building is owner-occupied. Alternatively, a property owner may live in the accessory unit and rent the principal building (SYNONYM: ANCILLARY UNIT)”.

SECTION 2.

That Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances, “Habitable Area,” is hereby amended to read as follows:

“(c) The habitable area for an accessory unit within a principal building shall not exceed 800 square feet. The habitable area for an accessory unit within an outbuilding, excluding garages, porches, and other similar components, shall not exceed 800 square feet. The habitable area for an accessory unit within an outbuilding shall not exceed the habitable area of a principal building”.

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.

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 Zoning Ordinance as a whole.

SECTION 5.

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

SECTION 6.

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

DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 155, “ZONING,” OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS, TO REVISE THE DEFINITION OF AN ACCESSORY UNIT IN SECTION 155.072(B) AND TO REVISE THE AREA OF AN ACCESSORY UNIT IN SECTION 155.072(J)(5)(C); 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 the Code of Ordinances of the City of Mansfield, Texas, “Zoning”, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing opportunity to all property owners generally and to all interested citizens, the governing body of the City is of the opinion and finds that the Code of Ordinances should be amended;

WHEREAS, the City of Mansfield, Texas is a home-rule municipality located in Tarrant County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter; and

WHEREAS, the City Council recognizes a need to add clarity to the Code of Ordinances through amendments that help define intent of administration.

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

SECTION 1.

That Section 155.072(B) of the Mansfield Code of Ordinances, “Definitions,” is hereby amended by revising the definition for “Accessory Unit” to read as follows:

“Accessory Unit. A type of residential unit that is subservient to a principal residential structure or principal building in size, location, and design, and is often located above garages or within an outbuilding located towards the rear of a property. An accessory unit may also be for rent. Applicable regulations and restrictions as found in Section 155.099 shall apply~~not greater than 800 square feet sharing ownership and utility connections with a principal building with a separate entrance from the principal building; it may or it may not be within an outbuilding. Accessory units may only be rented if the principal building is owner occupied. Alternatively, a property owner may live in the accessory unit and rent the principal building~~ (SYNONYM: ANCILLARY UNIT).”

SECTION 2.

That Section 155.072(J)(5)(c) of the Mansfield Code of Ordinances, “Habitable Area,” is hereby amended to read as follows:

~~“(c) The habitable area for an accessory unit within a principal building shall not exceed 800 square feet. The habitable area for an accessory unit within an outbuilding, excluding garages, porches, and other similar components, shall not exceed 800 square feet. The habitable area for an accessory unit within an outbuilding shall not exceed the habitable area of a principal building.~~Accessory units shall be limited to a maximum habitable area of 1,000 square feet if attached to a principal building or 75 percent of the habitable area of the principal building if detached. The habitable area of an accessory unit shall not exceed the habitable area of the principal building”.

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.

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 Zoning Ordinance as a whole.

SECTION 5.

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

SECTION 6.

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

DULY PASSED on the first and final reading by the City Council of the City of Mansfield, Texas, this _____ day of _____, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4836

Agenda Date: 9/12/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Public Hearing - Public Hearing on the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield, and the Appropriation of Various Amounts Thereof

Requested Action

Provide opportunity for the citizens of Mansfield to offer their ideas regarding the FY 2022/2023 proposed budget.

Recommendation

Receive citizen input regarding the FY 2022/2023 proposed budget.

Description/History

The public hearing regarding the proposed FY 2022/2023 budget to receive citizen input.

Please note that a vote to adopt the budget ordinance will be presented at the special Council meeting scheduled for September 12, 2022

Justification

Provide for the annual service program for the City of Mansfield, Texas for fiscal year 2023.

Funding Source

N/A

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4837

Agenda Date: 9/12/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Public Hearing - Public Hearing on the Tax Rate, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.6800 per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City, and Providing for Due and Delinquent Dates Together With Penalties and Interest

Requested Action

Provide opportunity for the citizens of Mansfield, Texas to offer their ideas regarding the FY 2022/2023 tax rate.

Recommendation

Receive citizen input regarding the tax rate.

Description/History

The City of Mansfield, Texas has announced a tax rate of \$0.68 to support the budget for fiscal year 2023. The public hearing is to receive input from the public about the tax rate.

Justification

Provide for the annual service program to the City of Mansfield, Texas for fiscal year 2023.

Funding Source

N/A

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4872

Agenda Date: 9/12/2022

Version: 1

Status: New Business

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - Consideration and Approval of an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, in Accordance with the Charter of the City of Mansfield and Making Appropriations for Each Fund and Department

Requested Action

Adopt the FY 2023 Budget Ordinance.

Recommendation

Approve the attached ordinance that directs the expenditure of funds for General Services, Park Development, Economic Development, and Capital Development within the City of Mansfield, Texas.

Description/History

Staff presented the FY 2023 Balanced Budget during a public hearing on August 22, 2022, to receive City Council and citizen input.

Justification

Provide for the annual service program for the City of Mansfield, Texas for Fiscal Year 2023.

Funding Source

Citizens of Mansfield, Texas

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF MANSFIELD, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Mansfield, of Tarrant, Ellis, and Johnson Counties, has submitted to the City Council a proposed budget of the revenues of said City and the expenditures of conducting the affairs thereof and providing a complete financial plan for 2022-2023, and which said proposed budget has been compiled from detailed information obtained from the divisions, departments, and offices of the City; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by all state and local statutes and complied with the Texas Open Meetings Act.

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

SECTION 1.

That the proposed budget of the revenues of the City of Mansfield and the expenditures of conducting the affairs thereof, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023, as submitted to the City Council by the City Manager of said City, be, and the same is in all things adopted and approved as the budget of all current expenditures as well as fixed charges against said City for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

SECTION 2.

That the sum of \$87,524,968 is hereby appropriated out of the General Fund for the payment of operating expenses and capital outlay of the City Government as established in the budget document.

SECTION 3.

That the sum of \$16,110,269 is hereby appropriated out of the General Obligation Debt Service Fund paying principal and interest due on general obligation debt as it matures and creating a sinking fund.

SECTION 4.

That the sum of \$32,026,166 is hereby appropriated out of the Street Construction Fund for the purpose of constructing permanent street improvements and other related costs.

SECTION 5.

That the sum of \$36,127,429 is hereby appropriated out of the Building Construction Fund for the purpose of constructing building improvements and other related costs.

SECTION 6.

That a sum to be \$5,216,325 is hereby appropriated out of the Equipment Replacement Fund for the purpose of purchasing new equipment and replacement equipment.

SECTION 7.

That the sum of \$37,466,411 is hereby appropriated out of the Water and Sewer revenues for the purpose of paying operating expenses, transfers, and capital outlay for the Water and Sewer system.

SECTION 8.

That the sum of \$4,071,250 is hereby appropriated out of the Water and Sewer Revenue Debt Fund for the purpose of paying interest and principal requirements on water and sewer revenue bonds.

SECTION 9.

That the sum of \$25,213,123 is hereby appropriated out of the Utility Construction Fund for the purpose of making permanent improvements to the utility system and other related costs.

SECTION 10.

That the sum of \$2,209,792 is hereby appropriated out of the Drainage Utility Fund for the purpose paying operating expenses and improving the City's drainage system.

SECTION 11.

That the sum of \$527,175 is hereby appropriated out of the Drainage Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 12.

That the sum of \$2,954,079 is hereby appropriated out of the Drainage Construction Fund for the purpose of constructing drainage improvements for the City's drainage system.

SECTION 13.

That the sum of \$8,522,922 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of paying expenses to operate and maintain recreational and cultural facilities, with related costs thereto, and amending, approving, and adjusting various park fees as approved by the Mansfield Parks Facilities Development Corporation.

SECTION 14.

That the sum of \$3,157,847 is hereby appropriated out of the Mansfield Parks Facilities Development Corporation for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 15.

That the sum of \$5,230,000 is hereby appropriated out of the Parks Facilities Construction Fund for the purpose of paying for developing and constructing recreational facilities and related costs.

SECTION 16.

That the sum of \$6,379,789 is hereby appropriated out of the Economic Development Fund for the purpose of Economic Development and other related costs, to include paying for approved economic development projects.

SECTION 17.

That the sum of \$2,653,848 is hereby appropriated out of the MEDC Debt Service Fund for the purpose of paying interest and principal requirements on its revenue bonds.

SECTION 18.

That the sum of \$200,000 is hereby appropriated out of the MEDC Construction Fund for the purpose of paying for infrastructure improvements and related costs.

SECTION 19.

That the sum of \$956,000 is hereby appropriated out of the Hotel/Motel Funds for the purpose of promoting the arts, history, and tourism.

SECTION 20.

Exhibit "A" contains various fee schedules included as part of the budgeted revenues for the City of Mansfield. These fee schedules were discussed and reviewed during budget workshops and will be reviewed on an annual basis.

SECTION 21.

That the State of Texas did authorize a vote of the people on an amendment to the Texas Constitution permitting an exemption of the assessed valuation of resident homesteads of persons sixty-five years of age or older, and such amendment was voted on by the electorate of the State of Texas and was duly adopted by the residents of the State of Texas. That resident homesteads of persons Sixty-Five (65) years of age or older shall be entitled to receive a Fifty Thousand and 00/100 Dollars (\$50,000) exemption of the assessed valuation of said resident homestead. The City of Mansfield did authorize a 12% Homestead Exemption for all residential homesteads. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Mansfield and it is accordingly so ordained.

SECTION 22.

At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Transfers between departments or funds require council approval.

SECTION 23.

That Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 24.

That this Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

SECTION 25.

That the City Manager shall file or cause to be filed a true and correct copy of said approved budget, along with this Ordinance, with the City Secretary, of the City of Mansfield, Texas.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF MANSFIELD, TEXAS, THIS THE 12TH DAY OF SEPTEMBER, 2022.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

EXHIBIT A

Fee Schedules

AMBULANCE FEE SCHEDULE

Ambulance Transport

Type	Resident	Non-Resident
BLS	\$786.50	\$1,192.50
ALS	\$941.25	\$1,249.58
ALS2	\$978.75	\$1,294.50

Other Fees

Ground Mileage	\$20.00 per mile
Oxygen Supplies	\$115.00
BLS Disposable Supplies	\$136.50
ALS Disposable Supplies	\$227.50

Notes:

BLS – Basic Life Support. Applies to patients who require no advanced medical procedures.

ALS – Advanced Life Support. Applies to patients who require at least one advanced life support procedure (such as an IV) or the administration of medication.

ALS2 – Advanced Life Support, Level 2. Applies to patients who require three or more advanced life support procedures.

BUILDING SAFETY PERMIT FEE SCHEDULE

BUILDING PERMITS (Residential Dwellings)

Occupancy Type	Permit Fee^{1,2}	Plan Review Fee³
One- and Two- Family Dwelling to include Townhomes: new, alterations, remodels, repairs and additions.	\$0.60/sf ²	\$100.00
Multi-Family: new, alterations, remodels, repairs and additions.	\$0.52/sf ²	\$200.00
Patio covers, carports, decks (that exceed 200 square feet and are 30 inches above grade at any point), and one story accessory structures (that exceed 200 square feet).	\$0.30/sf ² (Min. fee \$75)	\$100.00
Foundation repair, reroof, window replacement, wind and solar energy	\$150.00	\$100.00
Note: <ol style="list-style-type: none"> 1. Permit fees calculated by the square foot shall include the entire square footage of the structure under roof. 2. MEP fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable. 		

BUILDING PERMITS (Non-Residential Dwellings Regulated by IBC & IEBC)

Occupancy Type	Permit Fee^{1,2}	Plan Review Fee³
New structures and additions to include Commercial, Retail, Assembly, Business, Educational, Institutional, Mercantile, etc.	\$0.75/sf ²	\$200.00
New structures and additions to include Industrial, Manufacturing, Warehouse.	\$0.50/sf ²	\$200.00
All remodels, interior finishes, repair, alterations of non-residential structures to include commercial, retail, assembly, business, educational, factory, manufacturing, institutional, storage, mercantile, etc.	2.5% of valuation (Min. fee \$125)	\$200.00
Note: <ol style="list-style-type: none"> 1. The value to be used in computing this fee shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning and any other permanent equipment. 2. MEP Fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable. 		

OTHER BUILDING PERMITS and FEES

Permit Type	Fee
Building Permit for structure being moved into city. Includes MEP	\$300.00 each
Construction Trailer/Sales Trailer includes MEP	\$200.00 each
Premanufactured Structure includes MEP	\$300.00 each
In-ground Swimming Pool includes MEP	\$300.00 each
Prefabricated above ground swimming pools, spas and portable hot tubs includes MEP	\$100.00 each
Fence	\$25.00 each
Screening Walls and Retaining Walls	\$100.00 each
Drive Approach	\$60.00 each
Demolition	\$100.00 each
Certificate of Occupancy not associated with building permit	\$75.00 each building

Building Mechanical	\$75.00
Building Plumbing	\$75.00
Building Electrical	\$75.00
Inspection outside of normal business hours	\$50.00 per hour (Minimum charge of two (2) hours)
Re-inspection Fees	\$100.00 each
Work commencing before permit issuance	100% of original permit fee in addition to regular permit fee
Inspections, for which no fee is specifically indicated	\$75.00 per hour (Minimum charge of one (1) hour)
Additional plan review required by changes, additions or revisions to scope of work submitted or approved plans.	\$100.00 per hour (Minimum charge of one (1) hour)
Miscellaneous Building Permit Fee for item not listed above	\$75.00 each

MISCELLANEOUS PERMITS and FEES

Permit Type	Fee
Garage Sale Permit	\$0.00 (application only)
Tent Permit	\$60.00 each
Carnival, temporary amusement	\$300.00 plus \$600.00 deposit for clean-up
Wall Signs, Temporary Signs and Promotional Displays	\$75.00 each
Pole, Ground and all other signs not classified as wall signs	\$100.00 each
Development and Advertising Signs	\$140.00 each

DEVELOPMENT FEE SCHEDULE

The following list of fees shall be required with the submission of all plats, zoning change requests and Board of Adjustment applications:

ZONING CHANGE REQUEST:	
PR, A, SF Districts	\$250 (maximum) for two or less principal dwellings; \$500 (maximum) for three or more dwellings
2F, MF, O-P, C-1, C-2, C-3, I-1, I-2, S Districts	\$1,000 + \$100 per acre or portion thereof (\$7,500 maximum)
D District (Detached single-family only)	\$250 (maximum) for two or less principal dwellings; \$500 (maximum) for three or more dwellings
D District (All other permitted uses)	\$1,000 + \$100 per acre or portion thereof (\$7,500 maximum)
SPECIFIC USE PERMIT REQUEST:	
\$2,500 + \$100 per acre or portion thereof (\$7,500 maximum)	
SPECIFIC USE PERMIT REQUEST FOR GAS WELL DRILLING AND PRODUCTION:	
\$5,000	
PD, PLANNED DEVELOPMENT DISTRICT REQUEST:	
\$2,500 + \$100 per acre or portion thereof (\$10,000 maximum)	
CONCEPT PLAN:	
\$2,500	
DETAILED SITE PLAN REVIEW:	
\$2,500	
SITE PLAN OR BUILDING PLAN REVIEW (FOR ALL FORM-BASED DEVELOPMENT DISTRICTS EXCEPT FOR D DISTRICT):	
\$2,500	
BOARD OF ADJUSTMENT APPEAL:	
\$250	
PRELIMINARY PLAT:	
\$500 + \$35 per acre or portion thereof	
FINAL PLAT:	
\$500 + \$35 per acre or portion thereof	
REPLAT:	
\$400 + \$35 per acre or portion thereof	
AMENDING PLAT:	
\$300 + \$35 per acre or portion thereof	
PLAT VACATION:	
\$300	
EASEMENT OR RIGHT-OF-WAY (ROW) ABANDONMENT:	
\$200	
RESCHEDULING FEE ^[*]:	
\$300	

^[*] Fee applies to development cases with public hearing notice requirements that are postponed after notice has been sent.

City of Mansfield, Texas

DOCUMENT FEE SCHEDULE

The following list of fees shall apply for documents and copy services rendered by the Planning and Zoning Department:

ZONING ORDINANCE:
\$20
ZONING VERIFICATION LETTER:
\$50
SUBDIVISION ORDINANCE:
\$20
FUTURE LAND USE PLAN:
\$20
FULL SIZE COPY OF PLAT OR ZONING MAP:
\$10

THE FEES ON THIS SCHEDULE ARE NON-REFUNDABLE.



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4873

Agenda Date: 9/12/2022

Version: 1

Status: New Business

In Control: City Council

File Type: Ordinance

Agenda Number:

Title

Ordinance - An Ordinance of the City of Mansfield, Texas, Levying the Ad Valorem Taxes for the Fiscal Year 2023 at a Rate of \$0.68000 Per One Hundred Dollars (\$100.00) Assessed Valuation on all Taxable Property Within the Corporate Limits of the City as of January 1, 2022, to Provide Revenues for the Payment of Current Expenditures and to Provide an Interest and Sinking Fund on all Outstanding Debts of the City; Providing for Due and Delinquent Dates Together with Penalties and Interest; and Declaring an Effective Date

Requested Action

Vote to Adopt the Tax Rate Ordinance for FY 2023, setting the proposed tax rate at \$0.68000.

Recommendation

Adopt the Ordinance setting the tax rate at \$0.68 per \$100 of Assessed Value for the fiscal year 2023.

Description/History

Staff announced a proposed tax rate of \$0.6800 per \$100 of assessed valuation on all taxable property to support the budget for the Fiscal Year 2023 during a public hearing on August 22, 2022. The proposed tax rate represents a \$.01 decrease to the current tax rate, and the proposed tax rate is lower than the Voter Approval Tax Rate; therefore, the City is not required to hold an election to seek voter approval of the tax rate.

The \$0.6800 tax rate is comprised of \$0.464434 for Operations and Maintenance and \$0.215566 for Interest and Sinking (Debt).

Justification

Provide the annual service program for the City of Mansfield, Texas for Fiscal Year 2023.

Funding Source

Citizens of Mansfield

Prepared By

Troy Lestina, Chief Financial Officer
817-276-4258

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE FISCAL YEAR 2022 AT A RATE OF \$0.68000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2022, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENDITURES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE CITY; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Mansfield hereby finds that the tax rate for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and,

WHEREAS, all statutory, constitutional, and charter requirements concerning the levying and assessing of ad valorem taxes have been complied with.

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

SECTION 1.

That there be and is hereby levied for the fiscal year 2023 on all taxable property, real, personal, and mixed, situated within the limits of the City of Mansfield, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.68000 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City, a tax of \$0.464434 on each One Hundred Dollars (\$100.00) assessed value on all taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of \$0.215566 on each One Hundred Dollars (\$100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2.

That all ad valorem taxes shall become due and payable on October 1, 2022, and all ad valorem tax for the year shall become delinquent after January 31, 2023. There shall be no discount for payment of taxes prior to January 31, 2023. A delinquent tax shall incur all penalty and interest authorized by law (33.01 Texas Tax Code), to wit: a penalty of six percent of the amount of the tax for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2023, incur an additional penalty of twenty percent of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the City's Tax Collection Attorney pursuant to Section 33.07 of the Texas Tax Code.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2022 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 3.

Taxes are payable at 100 E. Weatherford, Room 102C, Fort Worth, Texas 76196-0301 at the office of the Tarrant County Tax Assessor-Collector. The County shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 4.

That the tax rolls, as presented to the City Council, together with any supplement thereto, be, and the same are hereby approved.

SECTION 5.

The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2022, this ordinance shall take effect from and after its passage as the law in such cases provides.

**DULY PASSED ON THE FIRST AND FINAL READING BY THE CITY COUNCIL
OF THE CITY OF MANSFIELD, TEXAS, THIS 12TH DAY OF SEPTEMBER, 2022.**

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4860

Agenda Date: 9/12/2022

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - Approval of a Resolution of the City Council of the City of Mansfield, Texas, Approving a TIRZ Development Agreement for Reinvestment Zone Number Two, City of Mansfield, By and Between the City of Mansfield, Texas, the Board of Directors of Reinvestment Zone Number Two, City of Mansfield, and HGRC Mansfield, LP; and Providing an Effective Date

Requested Action

Approve the agreement and authorize the City Manager to execute the agreement

Recommendation

That the City Council approve the agreement and authorize the City Manager to execute the agreement and the necessary closing documents for the sale of the land.

Description/History

In October of 2021, the City Council implemented a new plan that rezoned over 220 acres of land in Historic Downtown Mansfield, to a form-based code named the "Downtown District." The goal of the plan is to increase private investment and therefore assist in the revitalization of Historic Downtown. The plan expands living, working and gathering options in the area and preserves its historic character and aesthetic.

The Downtown District supports the continued evolution and prosperity of Historic Downtown Mansfield by delivering a specific set of placemaking controls that guide the visual quality of the public realm, encourage a rich mix of activities and reinforce timeless principles for architecture.

With this plan underway, Council directed staff to recruit developers that have proven themselves as leaders in these types of downtown, mixed-use developments. Staff went directly to Hoque Global and presented the case for coming to downtown. Executives from Hoque Global toured the city and were excited to be a part of the transformation and catalyzation of Historic Downtown Mansfield. Furthermore, they presented a mixed-use development concept on the city-owned property, located on the northeast corner of Smith Street and Elm Street (approximately 4 acres).

With significant private investment on the 4 acres, their plans included space for restaurants, office, retail, residential units, civic open space and structured parking. Based on the proposal, Council authorized staff to execute a memorandum of understanding with Hoque Global on the deal points presented in the attached TIRZ Development Agreement, and further

recapitulated in the analysis section below. This agreement aims to facilitate one of the most catalytic public/private projects in the city's downtown core that will deliver more than \$50 million in private funds to TIRZ #2.

Justification

Considered one of the first vertical mixed-use projects for the core of downtown, the TIRZ development agreement on this project provides for the following:

- Developer agrees to construct over 249 residential units (including live/work units), 11,700 square-feet of office/retail/restaurant space, 7,800 square-feet of civic plaza space, and structured parking, at a minimum investment of \$50 million;
- Developer agrees to provide unrestricted public parking for 20 parking spaces within the 280 parking space garage;
- City agrees to sell the land to the Developer at a sales price of \$1.00;
- City agrees to provide an annual reimbursement grant from the TIRZ #2 account, based on the amount of TIRZ revenue this project generates, until the TIRZ expires in 2037, in a total amount not to exceed \$8,061,063;

Funding Source

TIRZ #2 "Project-Generated Funds"

Prepared By

Jason Moore, MEDC, 817-728-3651

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A TIRZ DEVELOPMENT AGREEMENT FOR REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, BY AND BETWEEN THE CITY OF MANSFIELD, TEXAS, THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF MANSFIELD, AND HOQUE GLOBAL; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Mansfield, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and,

WHEREAS, on December 10, 2012, the City Council approved Ordinance No. O-1861-12, establishing Reinvestment Zone Number Two, City of Mansfield (the “Zone”); and,

WHEREAS, the City Council approved the Final Project and Finance Plan for the Zone through the adoption of Ordinance No. O-1867-13 on February 11, 2013; and,

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution, approving a TIRZ Development Agreement, a copy of which is attached hereto as **Exhibit A**, is in the best interests of the citizens of the City of Mansfield, Texas.

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

SECTION 1.

Each and every one of the recitals, findings, and determinations contained in the preamble to this Resolution is incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Resolution for all purposes.

SECTION 2.

The City Council hereby approves the TIRZ Development Agreement, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

SECTION 3.

This Resolution shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

TIRZ DEVELOPMENT AGREEMENT

This TIRZ Development Agreement (this “Agreement”) is entered into among the City of Mansfield, Texas (the “City”), the Board of Directors (the “Board”) of Reinvestment Zone Number Two, City of Mansfield (the “Zone”), and HGRC Mansfield, LP, a Delaware limited partnership (the “Developer”). The City, the Board, and the Developer are individually referred to as a “Party” and collectively as the “Parties.” The City and the Board are collectively referred to as the “Public Parties.”

ARTICLE I **RECITALS**

WHEREAS, unless otherwise specified, all references to “Section” mean a section of this Agreement, and all references to “Exhibit” mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, HGRC Mansfield, LP is a Delaware limited partnership; and

WHEREAS, the City is a home rule municipality of the State of Texas; and

WHEREAS, the Zone (hereinafter defined) is a tax increment reinvestment zone created by the governing body of the City (the “City Council”) in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “Act”), by Ordinance No. O-1861-12 adopted December 10, 2012; and

WHEREAS, on January 9, 2013, the Board (i) approved the Final Project and Finance Plan for the Zone (the “Project and Finance Plan”) for the Zone and (ii) recommended approval of the Project and Finance Plan to the City Council; and

WHEREAS, on February 11, 2013, the City Council adopted Ordinance No. O-1867-13 approving the Project and Finance Plan; and

WHEREAS, the Act authorizes agreements to implement the Project and Finance Plan; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the Property TIRZ Fund; and

WHEREAS, in accordance with Section 311.010(h) of the Act, the City Council and the Board, as necessary or convenient to implement the Project and Finance Plan, and achieve its purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund of the Zone.

WHEREAS, by approval of the City Council, the Board has all the powers of a City under Chapter 380, Texas Local Government Code; and

WHEREAS, in accordance with the Project and Finance Plan, the Public Parties find that reimbursements to Developer will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Developer is one which contains retail businesses that will result in investments that support the placemaking goals of the Project and Finance Plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

WHEREAS, the Public Parties find that the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, pursuant to Section 311.008 of the Act, City intends on selling the Property to Developer on the terms and conditions of the Contract of Sale, which it considers advisable to implement the Project and Finance Plan of the Zone; and

WHEREAS, the Public Parties have ensured that the public will receive benefits for the reimbursements provided imposing on the Developer performance standards and penalties for any failure to meet the standards.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

“Act” is defined in the Recitals.

“Agreement” is defined in the introductory paragraph of this Agreement.

“Annual Payment Date” shall mean October 1 of each calendar year during the term of this Agreement, except the first Annual Payment Date shall be October 1 of the calendar year following the Commencement Date.

“Board” is defined in the introductory paragraph of this Agreement.

“Capital Investment” means the actual cost incurred by Developer related to the design and construction of the Project, including all labor and materials for construction of the total

development, architectural fees, engineering costs, surveying costs, fees of other consultants, permit and inspection fees, development fees, and financing fees.

“Captured Appraised Value” means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year less the Tax Increment Base.

“Certificate of Occupancy” means a certificate issued by the City building official reflecting that construction of the Project has been completed in conformance with appropriate City codes such that the Developer is authorized to secure full utility service and is permitted to occupy the structures for commercial occupancy.

“City” is defined in the introductory paragraph of this Agreement.

“City Council” is defined in the Recitals.

“Civic Plaza” means the public space as shown on the attached **Exhibit B** and to be dedicated to the City.

“Commencement of Construction” shall mean that (i) the plans for the Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project on the Property; (ii) all necessary permits for the construction of the Project on the Property pursuant to the respective plans have been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the Project has commenced.

“Commencement Date” shall mean the date (i) Developer has achieved Completion of Construction of the Project; (ii) the Developer has made a Capital Investment of at least \$50,000,000; and (iii) the Developer has executed the Parking Garage Easement, and such form has been recorded in the Real Property Records of Tarrant County, Texas.

“Completion of Construction” means the City has approved and accepted all public infrastructure within the Project and all structures within the Project have received a Certificate of Occupancy from City.

“Contract of Sale” means the contract of sale attached hereto as **Exhibit C**.

“Developer” is defined in the introductory paragraph of this Agreement.

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

“Expiration Date” means the earlier of: (i) the date of termination of the Zone; and (ii) the date on which Maximum Reimbursement Amount has been paid in full to the Developer.

“Maximum Reimbursement Amount” means \$8,061,063.00.

“Parking Garage” means a multi-level above-ground structure located on the Property and designed for the public parking of motor vehicles within the Project, and containing a minimum of 280 parking spaces.

“Parking Garage Completion Date” means the date the Parking Garage is completed and accepted by the City.

“Parking Garage Easement” shall have the meaning set forth in Section 3.4.

“Party” and “Parties” are defined in the introductory paragraph of this Agreement.

“Participation Agreement” shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the TIRZ Fund.

“Payment Request” shall mean a written request from the Developer to the City for a Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document Project Costs; and (ii) satisfactory written proof that all amounts owing to contractors and subcontractors for the Project Costs have been paid in full evidenced by the customary affidavits executed by Developer and/or its contractors. Once the Developer has submitted copies of invoices, bills, and receipts for eligible Project Costs equal to the Maximum Reimbursement Amount, the Developer is not required to include such materials in any subsequent Payment Request.

“Project” means a mixed-use development consisting of a minimum of 249 multifamily units and live/work units; 11,700 square feet of retail space; 7,800 square feet of civic plaza space; a Parking Garage; and infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed by Developer on the Property, all of the foregoing of which are shown on the site plan and renderings attached hereto as **Exhibit B**.

“Project and Finance Plan” is defined in the Recitals.

“Project Costs” mean the following costs attributable to the construction of the Project: all development cost, including, without limitation, all hard cost of construction; the costs of construction materials, building systems installation; contractor fees; architectural, engineering, design, and planning costs; development fees; insurance; financing costs; permit fees; and testing fees.

“Property” means the real property more particularly described on the attached **Exhibit A**.

“Property TIRZ Fund” means a sub-account within the TIRZ Fund consisting of Tax Increment contributed by the City and Taxing Unit on that portion of Captured Appraised Value solely attributable to the Property.

“Reimbursement Payment” means the annual payment to the Developer for the Project Costs from the Property TIRZ Fund that has been collected by the City and Taxing Unit and deposited in the Property TIRZ Fund, as set forth herein.

“Public Parties” are defined in the introductory paragraph to this Agreement.

“Tax Increment” means the total amount of property taxes levied and collected by the City and a Taxing Unit for a calendar year on the Captured Appraised Value of real property taxable by the City and a Taxing Unit and located in the Zone. The amount of Tax Increment contributed by the

City or any other Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or, in the case of the City, the participation amount established by ordinance.

“Tax Increment Base” means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year in which the Zone was designated by the City.

“Taxing Unit” shall mean Tarrant County, Texas.

“TIRZ Fund” means the funds deposited by the City and any Taxing Unit in the Tax Increment fund for the Zone.

“Zone” means Tax Increment Reinvestment Zone Number Two, City of Mansfield, Texas.

ARTICLE III **DEVELOPER OBLIGATIONS**

3.1 Construction of Project. Developer agrees to: (a) achieve Commencement of Construction of the Project no later than one hundred eighty (180) days after the Effective Date; and (b) achieve Completion of Construction of the Project no later than thirty (30) months after Commencement of Construction.

3.2 Capital Investment. On or before Completion of Construction Developer must make a Capital Investment in the Project in an amount of no less than \$50,000,000 within sixty (60) days of Completion of Construction, Developer must provide sufficient evidence to the City for the Capital Investment in a manner acceptable to the City.

3.3 Contract of Sale. Within thirty (30) days of the Effective Date, Developer must execute the Contract of Sale.

3.4 Parking Garage Easement. Within thirty (30) days of the Parking Garage Completion Date, Developer, any other owners of the Property, and all lienholders of the Property, shall execute a parking easement in the form attached hereto as Exhibit D (the “Parking Garage Easement”) to permit up to 20 parking spaces to be dedicated for public parking in the Parking Garage in accordance with the terms and conditions contained in the Parking Garage Easement.

3.5 Civic Plaza. Developer agrees to dedicate the Civic Plaza to the City at the time of platting the Property, or by separate instrument on a form reasonably acceptable to City after Completion of Construction of the Project.

3.6 Compliance with Laws. Developer agrees to construct the Project in accordance with the site plan and renderings attached hereto as Exhibit B, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). The construction of the Project may not deviate from the site plan and renderings on the attached Exhibit B without the prior approval of the City Council.

ARTICLE IV
REIMBURSEMENT OF PROJECT COSTS

4.1 **Developer Reimbursement.** Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Developer, the Public Parties agree to reimburse the Developer for Project Costs from the Property TIRZ Fund as provided in this Agreement. Only those Project Costs approved by the City's city manager or his designee as being in compliance with this Agreement will be considered for reimbursement. The Property TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement and the Act.

(a) The City shall make Reimbursement Payments to the Developer on an annual basis within thirty (30) days after receipt of a Payment Request following the first Annual Payment Date that follows the Commencement Date.

(b) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Project Costs then eligible for payment pursuant to paragraph (a) of this Section 4.1 that have not been paid to the Developer; and (ii) the amount of available Property TIRZ Funds after consideration of the priorities set forth in Section 4.2, below. If there are insufficient funds in the Property TIRZ Fund for an annual Reimbursement Payment, the unreimbursed Project Costs shall be carried forward to succeeding Annual Payment Dates until payment has been made in full or termination of this Agreement, whichever occurs first.

(c) Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the Property TIRZ Fund be used to reimburse the Developer for the Project Costs under this Agreement in excess of the Maximum Reimbursement Amount. The obligation of the City to pay the Developer the Project Costs is limited to the extent that there are funds in the Property TIRZ Fund available during the term of this Agreement in an amount not to exceed the Maximum Reimbursement Amount.

(d) The Developer agrees to look solely to the Property TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the Property TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the Property TIRZ Fund, or due to the failure of the Developer to satisfy any precondition of reimbursement under this Agreement, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the Public Parties to provide reimbursement payments to the Developer for Project Costs shall automatically expire and terminate on such date.

4.2 Tax Increment Fund Priorities. The funds deposited in the Property TIRZ Fund shall be applied in the following order of priority: (i) amounts pledged or required for payment of outstanding bonds or debt issued for Zone projects, if any (and provided that bond proceeds are used or reserved to pay City and Board obligations pursuant to this Agreement); (ii); and Reimbursement Payments to the Company for the Project Costs.

4.3 Records. The Developer shall at all times keep complete and accurate books and records in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least three (3) business days' prior written notice, to examine and copy the books and records of the Developer that relate to this Agreement.

ARTICLE V

ADDITIONAL PROVISIONS

5.1 Zone Duration. If upon expiration of the term of the Zone, Project Costs have not been paid to the Developer or its assignees, neither the City nor a Taxing Unit shall have any obligation to pay the shortfall.

5.2 Assignment. The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an “Assignee”): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within forty-five (45) days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within forty-five (45) days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the “Developer” and a “Party” for the purposes of this Agreement.

5.3 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

5.4 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council, and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

5.5 Defaults; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given thirty (30) days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

(b) Notwithstanding Section 5.5(a), upon written notice, this Agreement may be terminated by the City in the event Developer fails to close on the Property in accordance with the terms of the Contract of Sale; or (ii) fails to achieve Commencement of Construction.

5.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City: City of Mansfield
Attn: City Manager
1200 E Broad Street
Mansfield, TX 76063

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Drew Larkin
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To the Developer: HGRC Mansfield, LP
Attn: Steven Shelley
1717 Main Street, Suite 5630
Dallas, Texas 75201

With a copy to: Munsch Hardt Kopf & Harr, P.C.
Attn: Phillip Geheb
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

To the Board: City of Mansfield
Attn: Chairman of the Board
TIRZ No. 2
1200 E Broad Street
Mansfield, TX 76063

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Drew Larkin
6000 Western Place, Suite 200
Fort Worth, Texas 76107

5.7 Authority and Enforceability. The Public Parties represent and warrant that the individuals executing this Agreement on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.8 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

5.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.11 Force Majeure. Each Party shall use due diligence and commercially reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of due diligence and commercially reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than ninety (90) days.

5.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.13 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date.

5.14 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay to the City the funds received by the Developer under this Agreement within one hundred twenty (120) days after the date the Developer is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.15 Right of Offset. The City may offset any amount owed to the Developer for reimbursement of Project Costs against any amount which is lawfully due to the City from the Developer.

5.16 Rough Proportionality. As additional consideration for the reimbursements received by the Developer under this Agreement, the Developer agrees that all dedications, construction costs and other payments made by the Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and the Developer hereby waives any claim therefore that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. The Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

5.17 Attorney's Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any

such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5.18 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5.19 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5.20 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.21 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.22 Affiliate. As used in Sections 5.14, 5.18, and 5.192, the Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

5.23 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.24 Conditions Precedent. This Agreement is subject to and conditioned on: (i) the Parties entering into the Contract of Sale; (ii) the Developer closing its purchase of the Property from the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF MANSFIELD

Michael Evans, Mayor

Date: _____

ATTEST:

Susana Marin, City Secretary

**BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO,
CITY OF MANSFIELD**

Darlene Hooks, Chairman

Date: _____

THE DEVELOPER:

HGRC MANSFIELD, LP,
a Delaware limited partnership

By: HGRC Mansfield GP, LLC,
a Texas limited liability company,
its general partner

By: 
Steven Shelley, Vice President

Date: 08/05/22

EXHIBIT A

The Property

BEING 3.924 ACRES OF LAND LOCATED IN BLOCKS 63 AND 64, ORIGINAL TOWN OF MANSFIELD, ACCORDING TO THE PLAT RECORDED IN VOLUME 63, PAGE 53, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID 3.924 ACRES OF LAND ALSO BEING LOCATED IN THE F.B. WADDELL SURVEY, ABSTRACT NO. 1656, THE W.C. PRICE SURVEY, ABSTRACT NO. 1240, AND THE T.J. HANKS SURVEY, ABSTRACT NO. 644, MANSFIELD, TARRANT COUNTY, TEXAS, SAID 3.924 ACRES OF LAND ALSO BEING COMPRISED OF THE TRACTS OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN VOLUME 3919, PAGE 352, INSTRUMENT NO. D212247286, INSTRUMENT NO. D212276556, INSTRUMENT NO. D213116166, AND INSTRUMENT NO. D214082462, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, SAID 3.924 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, OF SAID BLOCK 64, ORIGINAL TOWN OF MANSFIELD, AND SAID POINT OF BEGINNING ALSO BEING THE SOUTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN INSTRUMENT NO. D212247286, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ELM STREET AND THE EAST RIGHT-OF-WAY LINE OF SMITH STREET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SMITH STREET, AS FOLLOWS:

1. N 03° 51' 37" E 100.15 FEET, TO A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET;
2. N 03° 35' 00" E 82.01 FEET, TO AN "X" CUT IN CONCRETE FOUND AT THE SOUTHWEST CORNER OF THE AFORESAID TRACT OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN INSTRUMENT NO. D212276556, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS;
3. N 03° 34' 54" E 216.34 FEET, TO A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID CITY OF MANSFIELD TRACT;
4. N 04° 00' 29" E 295.33 FEET, TO A SOUTHWESTERN BELL PROPERTY CORNER MONUMENT FOUND AT THE NORTHWEST CORNER OF THE AFORESAID TRACT OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN VOLUME 3919, PAGE 352, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS;

THENCE S 64° 15' 34" E 220.69 FEET, ALONG THE NORTH BOUNDARY LINE OF SAID CITY OF MANSFIELD TRACT, RECORDED IN VOLUME 3919, PAGE 352, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, TO A SOUTHWESTERN BELL BOUNDARY MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID CITY OF MANSFIELD TRACT;

THENCE ALONG THE EAST BOUNDARY LINE OF SAID CITY OF MANSFIELD TRACT, AS FOLLOWS:

1. S 04° 06' 10" W 21.92 FEET, TO A 1/2" IRON ROD MARKED "COOMBS" FOUND;
2. S 04° 25' 22" W 85.77 FEET, TO A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET;

THENCE S 00° 16' 07" E 10.00 FEET, TO A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET AT THE NORTHEAST CORNER OF THE AFORESAID TRACT OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN INSTRUMENT NO. D212276556, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS;

THENCE ALONG THE EAST BOUNDARY LINE OF SAID CITY OF MANSFIELD TRACT, AS FOLLOWS:

1. S 02° 38' 08" W 12.94 FEET, TO A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET;
2. S 05° 51' 20" W 227.15 FEET, TO A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET;

THENCE S 86° 29' 23" E ALONG THE MOST SOUTHERLY NORTH BOUNDARY LINE OF SAID CITY OF MANSFIELD TRACT, AT 21.59 FEET PASSING AN "X" CUT IN CONCRETE IN A HIKE & BIKE TRAIL, AND IN ALL 56.59 FEET, TO A POINT IN THE CENTERLINE OF POND CREEK;

THENCE ALONG THE CENTERLINE OF SAID POND CREEK, AS FOLLOWS:

1. S 17° 59' 59" E 67.35 FEET, TO A POINT;
2. S 03° 32' 06" W 79.23 FEET, TO A POINT;
3. S 13° 45' 18" W 63.35 FEET, TO A POINT;
4. S 22° 13' 44" W 105.90 FEET, TO A POINT AT THE SOUTHEAST CORNER OF SAID AFORESAID TRACT OF LAND CONVEYED TO THE CITY OF MANSFIELD, BY THE DEED RECORDED IN INSTRUMENT NO. D212247286, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND ALSO LYING IN THE NORTH RIGHT-OF-WAY LINE OF AFORESAID ELM STREET;

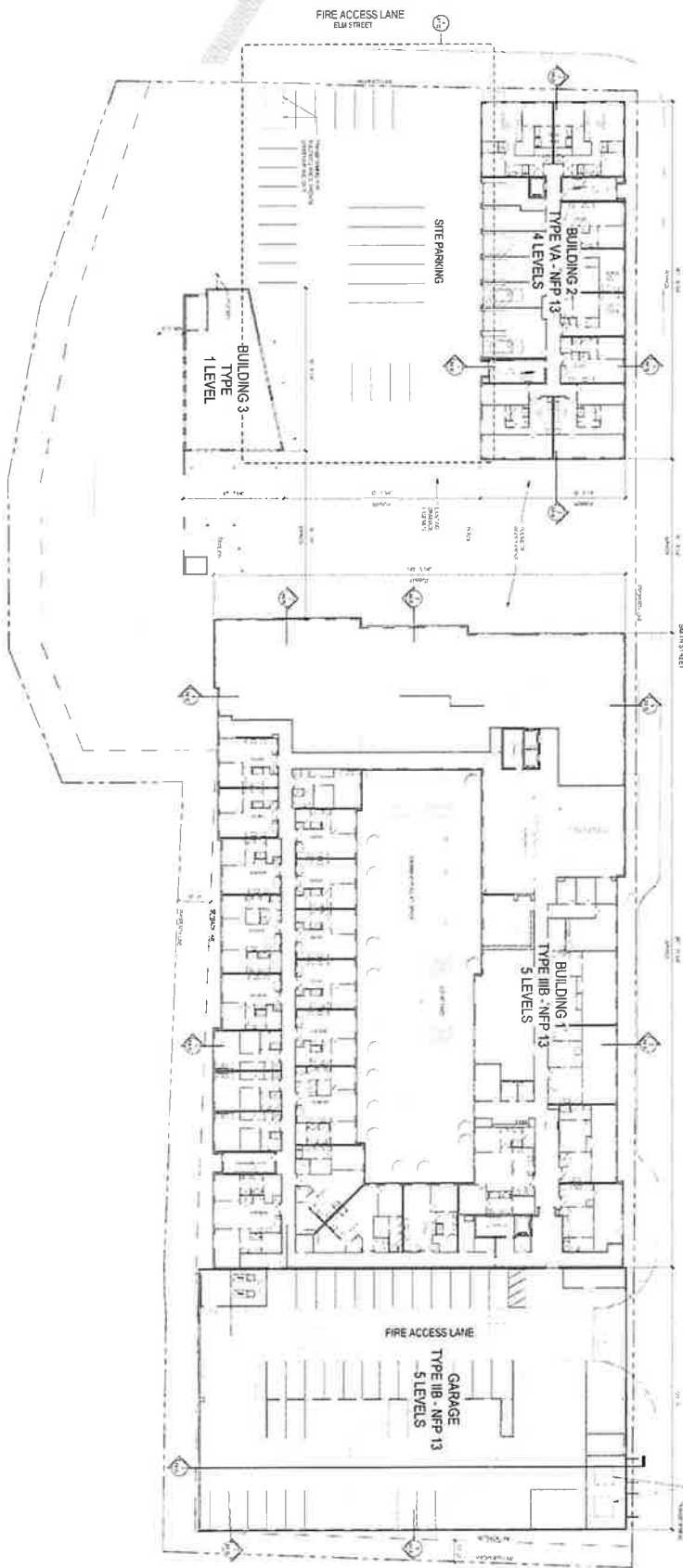
THENCE N 86° 21' 46" W DEPARTING SAID CREEK AND RUNNING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ELM STREET, AT 35.00 FEET PASSING A 1/2" IRON ROD MARKED "BRITTAIN & CRAWFORD" SET ON THE BANK OF SAID CREEK, AND IN ALL 246.62 FEET, TO THE POINT OF BEGINNING CONTAINING 3.924 ACRES (170,921 SQUARE FEET) OF LAND.

EXHIBIT B

Project Site Plan/Renderings

[See Attached]

PROJECT INFORMATION	
Project Name	HOQUE GLOBAL MANSFIELD MULTIFAMILY
Project Address	INTERSECTION OF SMITH STREET AND ELM STREET, MANSFIELD, TX 76063
Owner	HOQUE GLOBAL
Architect	HOQUE GLOBAL
Engineer	HOQUE GLOBAL
Contract No.	
Revision No.	
Scale	
Sheet No.	
Sheet Title	
LOT DESCRIPTION	
Lot Area	1.23 ACRES
Lot Dimensions	120' x 100' x 120' x 100'
Lot Zoning	MS-1
Lot Use	RESIDENTIAL
Lot Notes	
GENERAL NOTES	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC).	
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE (TBC) AND THE LATEST EDITIONS OF THE TEXAS FIRE CODE (TFC).	
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ELECTRICAL CODE (TEC) AND THE LATEST EDITIONS OF THE TEXAS MECHANICAL CODE (TMC).	
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS PLUMBING CODE (TPC) AND THE LATEST EDITIONS OF THE TEXAS GAS CODE (TGC).	
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS PEST CONTROL CODE (TPCC) AND THE LATEST EDITIONS OF THE TEXAS WIND CODE (TWC).	
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS SMOKE ALARM CODE (TSAC) AND THE LATEST EDITIONS OF THE TEXAS CARBON MONOXIDE DETECTOR CODE (TCMDC).	
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ENERGY CODE (TEC) AND THE LATEST EDITIONS OF THE TEXAS SUSTAINABLE BUILDING CODE (TSBC).	
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ACCESSIBILITY CODE (TAC) AND THE LATEST EDITIONS OF THE TEXAS SAFETY CODE (TSC).	
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ENVIRONMENTAL CODE (TEC) AND THE LATEST EDITIONS OF THE TEXAS HISTORIC PRESERVATION CODE (THPC).	
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS LANDSCAPE ARCHITECTURE CODE (TLAC) AND THE LATEST EDITIONS OF THE TEXAS SIGNAGE CODE (TSC).	



1 SITE PLAN
1" = 20'

HOQUE GLOBAL
MANSFIELD MULTIFAMILY
INTERSECTION OF SMITH STREET AND ELM STREET
MANSFIELD, TX 76063

50%
CONSTRUCTION
DOCUMENTS
3/1/2022

ma
HOQUE GLOBAL
MANSFIELD MULTIFAMILY
3/1/2022

A1.01

EXHIBIT C

Contract of Sale

[See Attached]

EXHIBIT D

Parking Garage Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC PARKING EASEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §**

THAT _____, LLC (whether one or more natural persons or legal entities (the "Grantor(s)")) for and in consideration of the sum of TEN (\$10.00) DOLLARS, to the undersigned in hand paid by the City of Mansfield, Texas of the County of Tarrant, State of Texas, a municipal corporation (the "Grantee"), the receipt of which is hereby acknowledged and confessed, and other valuable consideration, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee an easement for the benefit of the public for public parking within the parking garage to be constructed on land situated in the County of Tarrant, State of Texas, and described on Exhibit "A" attached hereto (the "Easement Property").

The Grantor shall construct a garage which shall consist of at least 280 parking spaces (the "Garage"), which shall include 20 non-exclusive parking spaces (the "Public Parking Spaces") which shall be for the benefit and use of the public (the location of which shall be determined by Grantor and which may be relocated within the Garage upon not less than thirty (30) days prior written notice to Grantee) and shall repair as needed and perpetually maintain said parking spaces in good condition and in compliance with all ordinances of the City of Mansfield, Texas. Subject to the remaining provisions of this Public Parking Easement, the Public Parking Spaces in the Garage shall remain open and accessible to Grantee and to the public for free, uninterrupted use, during all twenty-four hours of the day, 365 days a year, subject to temporary closures of the Garage for repairs, maintenance, construction, or reconstruction of the same and special event approved by Grantee. Any additional parking spaces in the Garage in excess of the 20 Public Parking Spaces may be established by the Grantor as private parking spaces not accessible to the public. Additionally, provided that there is no material interference with use of the Public Parking Spaces, Grantor may restrict access to portions of the Garage designated for private use.

Grantor shall be permitted to charge users of the Public Parking Spaces for transient and overnight parking at not more than the then prevailing market rates for public parking in the area

of downtown Mansfield, Texas, such parking rates which shall be subject to the reasonable approval of Grantee.

Grantor may adopt and promulgate reasonable rules and regulations (the "Parking Rules and Regulations") from time to time, concerning the use of the Garage, and which Parking Rules and Regulations must not be inconsistent with or contrary to the terms and provisions of this Public Parking Easement and shall not cause any material interference with the use of the Public Parking Spaces. The Parking Rules and Regulations shall be enforced in a uniform and nondiscriminatory manner. The Parking Rules and Regulations may include, without limitation, restrictions regarding the size and/or dimensions of motor vehicles (that is, restrictions regarding oversized vehicles) if such restrictions are appropriate for reasons such as to prevent damage to the structure of the Garage. Such Parking Rules and Regulations may address matters which are designed to facilitate traffic flow and the availability of the maximum number of convenient parking spaces in the Garage. If any party or user of the Garage does not comply with the terms of this Agreement or the Parking Rules and Regulations, Grantor may deny such party or user access to the Garage until such time as Grantor is satisfied that such party or user will comply with this Public Parking Easement or the Parking Rules and Regulations going forward. Grantor shall inform users of the Garage of the Parking Rules and Regulations. All motor vehicles using the Garage shall comply at all times and in all respects with applicable laws, and shall operate at all times in a manner to minimize noise and exhaust fumes within the Garage. If any person occupies any parking spaces in violation of the provisions of this Public Parking Easement or the Parking Rules and Regulations, such vehicle may be towed, disabled or removed. IN CONNECTION WITH ANY TOWING OR OTHER REMOVAL OR DISABLING OF ANY VEHICLE AS CONTEMPLATED BY THIS SECTION, NO PARTY OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS ("OWNER RELEASED PARTIES") SHALL HAVE ANY LIABILITY TO ANY PERSON WHOSE VEHICLE IS SO REMOVED, INCLUDING LIABILITY FOR ANY NEGLIGENT ACT OR OMISSION OF SUCH OWNER RELEASED PARTY AND EACH OWNER RELEASED PARTY IS HEREBY RELEASED FROM ALL SUCH LIABILITY.

The use of the Garage by any user shall be at the sole risk of such user and Grantor shall be under no obligation to provide security or any services except as required herein. Grantor and, if applicable, Grantee, shall use reasonable efforts to include a disclaimer of any of the liabilities described in the immediately preceding sentence in each lease, license, or other agreement such party enters into for the use of any portion of the Garage designated for such party's users. Grantor may install signage within the Garage stating that such use is at the sole risk of such persons. GRANTOR SHALL NOT BE RESPONSIBLE TO PROVIDE SECURITY FROM THEFT, VANDALISM, DESTRUCTION, ASSAULT, BATTERY, BODILY HARM AND/OR ANY OTHER DAMAGES WHICH MAY BE INCURRED BY ANY AND ALL ENTITIES, PERSONS, PERSONAL PROPERTY, REAL PROPERTY OR ANY OTHER PERSONS OR ITEMS OF ANY KIND OR NATURE WHICH MAY BE LOCATED ON OR WHICH MAY BE USING ANY PORTION OF THE GARAGE AS A RESULT OF THE EASEMENT GRANTED HEREUNDER OR THE EXECUTION OF THIS AGREEMENT, IT BEING UNDERSTOOD THAT ALL VEHICLES ARE PARKED AT THE SOLE RISK OF THE USERS of the garage.

If as a result of the exercise of the power of eminent domain or by conveyance in lieu of eminent domain, each a "Taking", all or a material portion of the Garage shall be taken or otherwise rendered unusable for its intended purpose as a result of such Taking, this Public Parking Easement shall terminate as of the date possession of the Garage is delivered to the condemning authority. All awards, damages or other sums paid on account of such condemnation or conveyance in lieu of condemnation shall be payable to Grantor; provided, however, that Grantee may pursue a separate claim for recovery for any loss of Grantee resulting from such Taking so long as any such recovery by Grantee shall not diminish Grantor's award.

If the Garage is damaged by fire, storm or other casualty such that all or a material portion thereof can no longer be used for its intended purpose, then Grantor shall be obligated to rebuild or replace the Garage subject to the satisfaction of the following conditions: (i) applicable law permits the construction of a parking facility on Easement Area, (ii) such casualty occurred on or before the thirty fifth (35th) anniversary of the Effective Date, and (iii) the insurance proceeds actually made available to Grantor by its then current lender with respect thereto would in Grantor's sole but reasonable estimation cover substantially all of the cost of such work. If all of the conditions in the foregoing sentence are not fulfilled, then Grantor may terminate this Agreement by notice to Grantee on or before ninety (90) days after such casualty and retain any proceeds of insurance policies which Grantor is required to maintain under this Agreement.

The Grantor also grants to Grantee a limited right of ingress and egress across Grantor's property adjacent to this easement for the sole purposes of accessing the Garage.

Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of this easement and the facilities, provided said facilities do not interfere with the use of the surface of the Easement Property for reasonable access to the Garage or parking in the Garage.

The easement, rights and privileges granted herein shall be perpetual in duration and shall run with the land.

Should one or more of the Grantor(s) herein be natural persons and not joined by the respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s) and that the undersigned has the full authority to sign individually. Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. **Prior to this Public Parking Easement being submitted to the City, Grantor shall obtain consent from all lienholders/mortgagees. The lienholder/mortgagee shall provide their consent and subordination in writing below. If the lienholder signature block is left blank and no partial release is provided, the Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property. Grantor also acknowledges that the City has relied upon such representation.** Grantor shall at all times have the right to mortgage all or any part of Grantor's right, title and interest in the Grantor's Land, or any portion thereof including the Access Areas and Garage; *provided, however*, that any such subsequent mortgage shall be subordinate and inferior to the rights, privileges and interests of Grantee under this Public Parking Easement.

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, and Grantor(s) is(are) hereby bound, together with all heirs, executors, administrators, lienholders, mortgagees, or successors, to Warrant and Forever Defend, all and singular the said Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise. .

[remainder of this page left blank – signatures follow]

EXECUTED this _____ day of _____, 20 ____.

_____ LLC
a _____ limited liability company

[Insert Address]

By: _____
Name: Steven Shelley
Title: Vice President

ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
20__, by Steven Shelley, the Vice President of _____ LLC, on
behalf of said limited liability company.

(NOTARY SEAL)

Notary Public in and for the State of _____

CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned _____, being the owner and holder of an existing Deed of Trust lien or other lien upon and against the property described above as such mortgagee and lienholder, does hereby consent to the grant of said Public Parking Easement and to the recording of same.

As part of this consent, the holder of the existing Deed of Trust lien or other lien upon and against the property described above subordinates its Deed of Trust lien or other lien upon the property described above to the rights and interests of the easements, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easements.

Executed this _____ day of _____, 20__.

LIENHOLDER: _____

By: _____

Its: _____

LIENHOLDER ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20 ____, by _____ of _____ a _____ corporation on behalf of said corporation.

Notary Public
State of Texas

My Commission Expires:



CITY OF MANSFIELD

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

STAFF REPORT

File Number: 22-4894

Agenda Date: 9/12/2022

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Awarding a Contract to Hunden Strategic Partners for the Harvest Pointe Market Demand, Financial Feasibility, and Economic Impact Study in an Amount not to Exceed \$236,000

Requested Action

Approval of a Resolution Awarding a Contract to Hunden Strategic Partners for the Harvest Pointe Market Demand, Financial Feasibility, and Economic Impact Study in an amount not to exceed \$236,000.

Recommendation

That the City Council approve the proposal and authorize the City Manager to execute an agreement and the necessary documents.

Description/History

As part of the proposed stadium and mixed-use development at Harvest Pointe (generally located east of 360 Toll Road, between Lone Star on the south, the railroad tracks on the north, and Heritage Parkway on the east), a formal Market Study, Financial Feasibility, and Economic Impact Study must be performed. This is required for public participation in the project, but is also required for the private sector to move forward with their development plans.

Hunden Strategic Partners has significant experience providing market, financial, and economic impact studies for these types of projects, as evidenced in the attached document. This includes very specific experience to stadiums, hotel conference centers, performing arts centers, and mixed-use developments, all of which is being proposed in this development.

Staff recommends the expedited timeline due to the land acquisition process and timing associated with the creation of special financing districts that may be required for the development to come to fruition.

Justification

Prior to public funds being allocated as part of a public-private partnership for the development, the study will inform potential bond holders, investors, or financial partners of the feasibility and merits of the overall development.

Funding Source

4A Funds

Prepared By

Jason Moore, MEDC, 817-728-3651

RESOLUTION NO. _____**A RESOLUTION AWARDING A CONTRACT TO HUNDEN STRATEGIC PARTNERS FOR THE HARVEST POINTE MARKET DEMAND, FINANCIAL FEASIBILITY, AND ECONOMIC IMPACT STUDY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-SIX THOUSAND DOLLARS AND NO CENTS (\$236,000.00)**

WHEREAS, the City of Mansfield received a proposal from Hunden Strategic Partners for professional services to perform a market demand, financial feasibility, and economic impact study; and,

WHEREAS, it is recognized that Hunden Strategic Partners is a highly qualified firm with extensive experience in the industry and entertainment mixes of the proposed Harvest Pointe Development; and,

WHEREAS, after review of the proposal, it is the recommendation and determination of City Council that awarding a contract to Hunden Strategic Partners is in the best interests of the citizens of the City of Mansfield, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THAT:**SECTION 1.**

The City Manager or his designee is hereby authorized to execute contractual documents with Hunden Strategic Partners for the purchase of professional services for the Harvest Pointe Market Demand, Financial Feasibility, and Economic Impact Study in an amount not to exceed Two Hundred Thirty-Six Thousand Dollars (\$236,000.00).

SECTION 2.

The City Council hereby approves the Proposal, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

SECTION 3.

This resolution shall be effective immediately upon adoption

PASSED AND APPROVED THIS THE 12th DAY OF SEPTEMBER, 2022.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary