

**MEETING OF THE BOARD OF DIRECTORS
OF THE
CITY OF ARLINGTON TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
("Downtown TIRZ")**

**AGENDA
JUNE 25, 2026, AT 4PM
CONFERENCE ROOM A
THIRD FLOOR
ARLINGTON CITY HALL
101 W. ABRAM ST. ARLINGTON, TEXAS**

- I. Call to Order
- II. Approval of Minutes from the November 22, 2024 Meeting
- III. Items for Action
 - a. A resolution approving an Amended and Restated Project Plan and Financing Plan for the Tax Increment Reinvestment Zone Number One, in the City of Arlington, Texas.
 - b. A resolution authorizing the execution of an Amended and Restated TIRZ Chapter 380 Grant Agreement by and between Balfour Flats Venture, LP, the City of Arlington, and the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown.
- IV. Executive Session

Discussion of matters permitted by the following sections of V.T.C.A., Government Code, Chapter 551:

 - a. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
- V. Requests for Future Agenda Items
- VI. Adjourn

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**MEETING OF THE BOARD OF DIRECTORS OF
THE
CITY OF ARLINGTON TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
("Downtown TIRZ")**

**MINUTES
NOVEMBER 22, 2024, AT 2PM
CONFERENCE ROOM A
THIRD FLOOR
ARLINGTON CITY HALL
101 W. ABRAM ST. ARLINGTON, TEXAS**

The TIRZ #1 Board of Arlington, Texas, convened in open session at 2:00 PM, in Conference Room A, third floor, City Hall, 101 West Abram, Arlington, Texas notices of said meeting being posted as prescribed by Chapter 551, V.T.C.A., Government Code, with the following members present to wit:

Members Present:

JIM ROSS
RAUL H. GONZALEZ
JO ANNA CARDOZA
COREY HARRIS
BOB JOHNSON
PAMELA ANGLIN

Members Absent:

BARBARA ODOM-WESLEY
REBECCA BOXALL
SHANNON FLETCHER

I. Call to Order

Chair-Mayor Jim Ross called the meeting to order at 2:00 PM. Quorum present was Jim Ross, Raul H. Gonzalez, Jo Anna Cardoza, Corey Harris, and Bob Johnson. Pamela Anglin arrived during Item III.

II. Approval of Minutes from the June 24, 2024 Meeting

Corey Harris made a motion to approve the minutes. Raul H. Gonzalez seconded the motion. Jim Ross and Bob Johnson voted for. Jo Anna Cardoza abstained. Pamela Anglin was not present for this vote. Motion was approved.

III. Items for Action

- a. A resolution authorizing the Chair of the Board of Directors of Tax Increment Reinvestment Zone Number One (TIRZ 1) upon approval of the Arlington City Council, to execute a Fourth Amendment to the Tax Increment Reimbursement Agreement by and between Urban Front, LLC and the Board of Directors for Tax Increment Reinvestment Zone Number One, City of Arlington, Texas.
 - Bob Johnson made a motion to approve. Corey Harris seconded the motion. The motion was approved unanimously.
- b. A resolution authorizing the Chair of the Board of Directors of Tax Increment Reinvestment Zone Number One (TIRZ 1) upon approval of the Arlington City Council, to execute a Tax Increment Reimbursement Agreement by and between Pershing Development LLC and the Board of Directors for Tax Increment Reinvestment Zone Number One, City of Arlington, Texas.
 - Jim Ross made a motion to approve. Corey Harris seconded the motion. The motion was approved unanimously.

IV. Executive Session

No items were moved into executive session. The TIRZ #1 board entered executive session at 2:06 PM. Due to a potential conflict of interest, board member Bob Johnson recused himself and was not present during the executive session. The TIRZ #1 board re-entered open session at 2:32 PM.

V. Requests for Future Agenda Items

No future agenda items were requested.

VI. Adjourn

The meeting was adjourned at 2:33 PM.

Staff Report



Tax Increment Reinvestment Zone Number One Amended and Restated Project Plan and Financing Plan		
TIRZ 1 Meeting Date:	06-25-2026	Document Being Considered: Resolution

RECOMMENDATION

Consider a resolution to approve the Amended and Restated Project Plan and Financing Plan for the Tax Increment Reinvestment Zone Number One, in the City of Arlington, Texas.

PRIOR BOARD OR COUNCIL ACTION

On November 3, 1998, City Council approved Ordinance No. 98-142 creating Tax Increment Reinvestment Zone Number One (TIRZ 1) and providing for the establishment of the board of directors.

On May 11, 1999, City Council approved Ordinance No. 99-65 adopting the Project Plan and Financing Plan for the TIF District approved April 12, 1999 by the Board of Directors of the TIF District.

On November 27, 2018, City Council approved Ordinance No. 18-074 amending Ordinance 98-142, extending TIRZ 1 to terminate on December 31, 2038 and amended the composition of the TIRZ 1 Board of Directors after Arlington Independent School District chose to no longer participate in TIRZ 1 after December 31, 2018.

On January 29, 2019, City Council approved Ordinance No. 19-003 amending the Project Plan and Financing Plan for the TIF District approved by resolution on December 06, 2018 by the Board of Directors of the TIF District.

On June 23, 2026, City Council approved an ordinance extending the term of TIRZ 1 to terminate on December 31, 2058.

ANALYSIS

TIRZ 1 is currently scheduled to terminate on December 31, 2058. The proposed resolution will amend the project plan and financing plan to provide for additional public improvements needed for the City to realize its vision for Downtown Arlington.

Project	Original & First Amendment Total Project Costs	Second Amendment Total Project Costs
Acquisition of land and easements for public purposes	\$9,148,856	\$15,000,000
Design and construction of street, curb, sidewalks, and pedestrian infrastructure	\$18,011,537	\$40,000,000
Water, sewer, storm drainage, and utility relocation or enhancement	\$13,434,520	\$25,000,000
Lighting, irrigation, landscaping of public areas, and public art	\$4,579,624	\$8,000,000
Public Parking	\$14,744,713	\$66,000,000
Signals & Signs	\$910,000	\$2,000,000
Economic Development Grants	\$0	\$24,000,000
Planning, Administration, and Legal expenses	\$723,663	\$2,836,312
Total	\$61,552,913	\$182,836,312

FINANCIAL IMPACT

The City's proposed participation rate will go from 100% of the maintenance and operation portion of the rate to 100% of the full tax rate, including the interest and sinking portion, to allow for financing public improvements. The current participation rates and duration of participation for the other taxing jurisdictions will remain in effect and are not anticipated to change. Current projections indicate participation caps for the other taxing jurisdictions are to be completed by Fiscal Year 2031.

Source of Revenue	1999-2025	2026-2058
City	\$13,948,397	\$171,852,492
County	\$5,459,349	\$2,448,361
Hospital District	\$4,757,145	\$1,134,816
College District	\$2,788,554	\$800,644
AIISD	\$16,508,650	\$0
Interest	\$1,982,023	\$6,600,000
Total	\$45,444,119	\$182,836,312

ADDITIONAL INFORMATION

Attached:

Resolution

Under separate cover:

None

Available in the City Secretary's Office:

None

STAFF CONTACT(S)

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653

Marcus Young
Sr. Economic Development Specialist
817-459-6117

Lyndsay.Mitchell@arlingtontx.govMarcus.Young@arlingtontx.gov

**Tax Increment Reinvestment Zone Number One, City of Arlington, Texas -
Downtown
Resolution No. TIRZ 1 26-___**

**A resolution approving an Amended and Restated
Project Plan and Financing Plan for the Tax
Increment Reinvestment Zone Number One, in the
City of Arlington, Texas**

- WHEREAS, on November 3, 1998, City Council approved Ordinance No. 98-142 creating Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown (“TIRZ”) and providing for the establishment of the board of directors; and
- WHEREAS, on May 11, 1999, City Council approved Ordinance No. 99-65 adopting the Project Plan and Financing Plan for the Tax Increment Finance (“TIF”) District approved April 12, 1999 by the Board of Directors of the TIF District; and
- WHEREAS, on November 27, 2018, City Council approved Ordinance No. 18-074 amending Ordinance 98-142, extending TIRZ to terminate on December 31, 2038 and amended the composition of the TIRZ Board of Directors after Arlington Independent School District chose to no longer participate in TIRZ after December 31, 2018; and
- WHEREAS, on January 29, 2019, City Council approved Ordinance No. 19-003 amending the Project Plan and Financing Plan for the TIF District approved by resolution on December 06, 2018 by the Board of Directors of the TIF District; and
- WHEREAS, on June 23, 2026, City Council approved an ordinance extending the term of TIRZ to terminate on December 31, 2058; and
- WHEREAS, TIRZ Board desires to amend the Project Plan and Financing Plan to provide for additional public improvements needed in Downtown Arlington; and
- WHEREAS, Section 311.011(e) of the Texas Tax Code allows the board of directors of a TIRZ to recommend an amendment to a project plan for the TIF District so long as the amendment is consistent with the requirements and limitations of Chapter 311 of the Tax Code and is approved by the governing body of the municipality that created the zone; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS - DOWNTOWN:

I.

That the facts and recitations contained in the preamble of this resolution are found and declared to be true and correct.

II.

That the Amended and Restated Project Plan and Financing Plan includes all information required by Sections 311.011(b) and (c) of the Act.

III.

That based on the findings set forth above, the Amended and Restated Project Plan and Financing Plan, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, is hereby approved.

IV.

That the Board respectfully requests and recommends the City Council approve the Amended and Restated Project Plan and Financing Plan.

PRESENTED on the 25th day of June, 2026, at a meeting of the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown, and passed and approved on the 25th day of June, 2026, of ___ ayes and ___ naves.

CHAIRMAN

ATTEST:

LYNDSAY MITCHELL
Office of Strategic Initiatives Director

EXHIBIT "A"



Reinvestment Zone Number 1 City of Arlington, Texas

Second Amended and
Restated Project Plan and
Financing Plan

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TIRZ CONCEPT

A tax increment reinvestment zone (TIRZ) is a financing tool enabled by the Texas Legislature with the adoption of Chapter 311 of the Texas Tax Code to assist cities in developing or redeveloping blighted and substandard areas within their boundaries.

Cities may create a TIRZ where conditions exist that substantially impair an area's sound growth and where development or redevelopment is not likely to occur but for public infrastructure enhancements financed by a TIRZ.

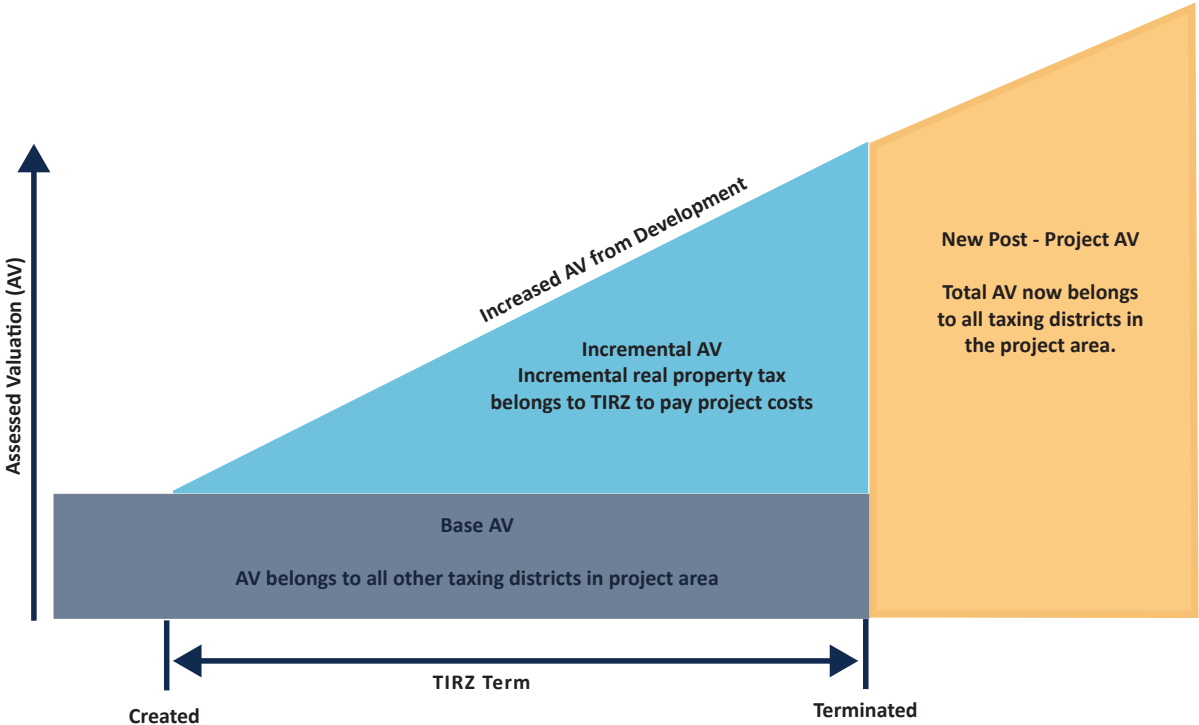
Upon creation of the Zone, the total appraised value of real property located within its boundaries is established for the year in which it was created. This is known as the base value. As development occurs in the Zone due to the provision of new infrastructure, the value of real property increases.

This additional value above the base is known as the increment. It is set aside to finance infrastructure improvements within the Zone. Once all projects are completed, or after a defined period of time, the TIRZ is dissolved.

During the life of the Zone, the city and other participating taxing jurisdictions collect tax revenue on the base value of the Zone. When the Zone is dissolved, the city and other participating taxing jurisdictions receive the benefit of the full increment value created by new development.

ABOUT THIS DOCUMENT

This document constitutes the Second Amended and Restated Project Plan and Financing Plan for the City of Arlington TIRZ Number1. The document details the specific projects proposed for the TIRZ, as well as the methods and means to finance them.



INTRODUCTION

PURPOSE

This document constitutes the First Amended and Restated Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number 1, City of Arlington as required by Chapter 311, Texas Tax Code. This document details the specific projects proposed to address existing conditions in the area as well as the method and means to finance them.

The purpose of the tax increment reinvestment zone (the “Zone”) is to finance construction of public facilities and infrastructure necessary to catalyze residential and commercial development and redevelopment within the Zone boundaries. Expenditures associated with the design and construction of public facilities infrastructure, as well as other specific project related costs, will be funded by tax increment revenues derived from increases in property values following new development.

HISTORY OF THE ZONE & REDEVELOPMENT EFFORTS

The Reinvestment Zone One, City of Arlington, Texas (“Zone”), was created by the City Council of the City of Arlington, Texas (“City”) on November 3, 1998, by Ordinance No.08-142. The Zone was created to spur development and redevelopment in Downtown Arlington. At the time of creation, downtown Arlington was characterized by several economic conditions that impaired the sound economic growth of the area, including; small lot sizes with diverse ownership; deteriorated or obsolete structures; defective or inadequate streets, sidewalks, parking, visual amenities and other public improvements; and the overall general perception that Arlington’s historic center would continue to decline. While there were a number of challenges in the downtown area, there were also a number of assets that provided opportunities including, governmental services (City Hall, Library, Public Safety Center, School District), cultural facilities (theater, art

museum), a traditional Main Street, the University, and easy access to I-30. The Zone was created to overcome these challenges while building upon the existing assets and spur private investment in the downtown area.

The vision for downtown Arlington is to have a mixed-use community that serves as a government and community services center, commercial center for the university and nearby parts of Arlington, showplace of Arlington’s history, and automotive sales and services center for the sub-region.

Since creation of the Zone, a number of improvements and redevelopment efforts have occurred in the downtown area. TIRZ funded improvements include public parking structures, development of Founder’s Park and amenities related to the Levitt Pavilion, utility relocation, and roadway, water, street scape, and sidewalk improvements associated with a number of projects in the Zone. A total of 27 projects have been completed or are in the process of being completed, totaling approximately \$37 million. Since inception of the Zone, taxable value has increased over \$425 million.

City Council approved Ordinance No. 18-074 which was the first amendment and extension on November 27, 2018 establishing final termination of the Zone in December 2038.



Urban Union



Levitt Pavilion

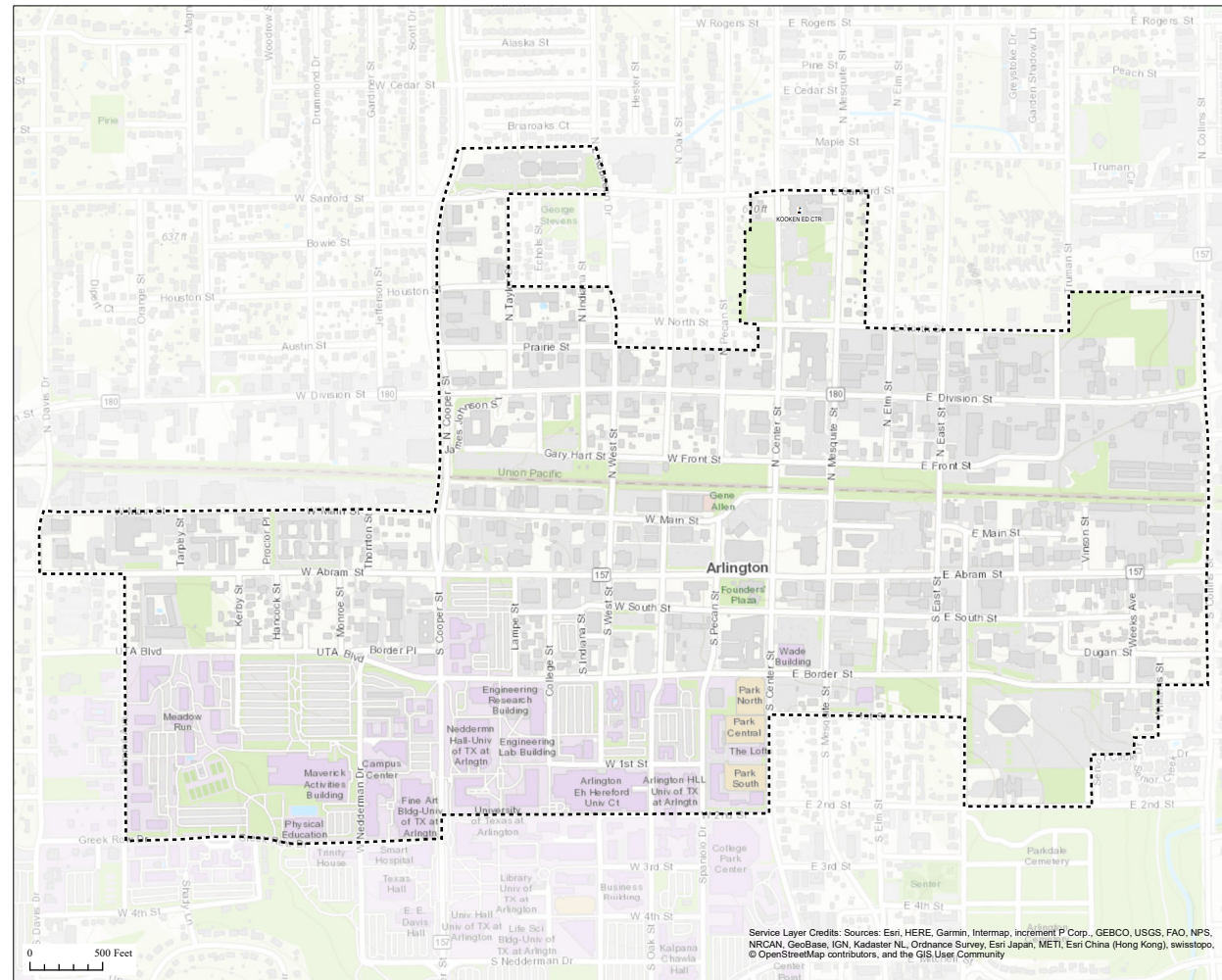


UTA Parking Garage

LOCATION

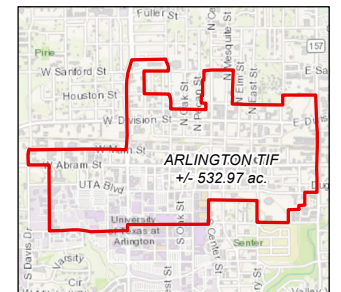
Reinvestment Zone Number 1 consists of approximately 533 acres located in or near downtown Arlington. The Zone is generally bounded by North Street and Sanford Street to the north, Collins Street to the east, Summit Avenue and Cooper Street to the west and Second Street to the south. Map 1 depicts the location of the Tax Increment Reinvestment Zone Number 1, in context of the surrounding area.

Map 1 - TIRZ Boundary



ARLINGTON TIF: DOWNTOWN

- TIF Zone Boundary
- Public School



Property Class, TAD 2018
 Current School, TEA 2016
 Aerial Image, USDA NAIP 2016
 HHALLP Sep. 11 2018

SECOND AMENDED AND RESTATED PROJECT PLAN & REINVESTMENT ZONE FINANCING PLAN

The Zone and the City propose the Second Amendment to the Project Plan and Reinvestment Zone Financing Plan. The Amended Plan extends the life of the Zone to the Year 2058 (final TIRZ payments will be received in 2059), and updates project costs, to allow the Zone to continue the purposes for which it was created.

AUTHORIZED PROJECTS AND PROJECT COSTS

The amended project costs are detailed in Table 1, below. The dollar amounts for each category are approximate and may be amended from time to time and/or reallocated amongst project categories by the Board of Directors of the Zone. Projects include; roadways, sidewalks, water, sewer, storm drainage improvements; lighting, irrigation, landscaping, signage, public parking, and economic development grants.

Table 1 - Project Costs

Project	Second Amendment Project Costs
Acquisition of land and easements for public purposes	\$15,000,000
Design and construction of street, curb, sidewalks, and pedestrian infrastructure	\$40,000,000
Water, sewer, storm drainage, and utility relocation or enhancement	\$25,000,000
Lighting, irrigation, landscaping of public areas, and public art	\$8,000,000
Public Parking	\$66,000,000
Signals & Signs	\$2,000,000
Economic Development Grants	\$24,000,000
Planning, Administration, and Legal expenses	\$2,836,312
Total	\$182,836,312

REINVESTMENT ZONE FINANCING PLAN

ESTIMATED PROJECT COSTS (TEXAS TAX CODE § 311.011(c)(1)):

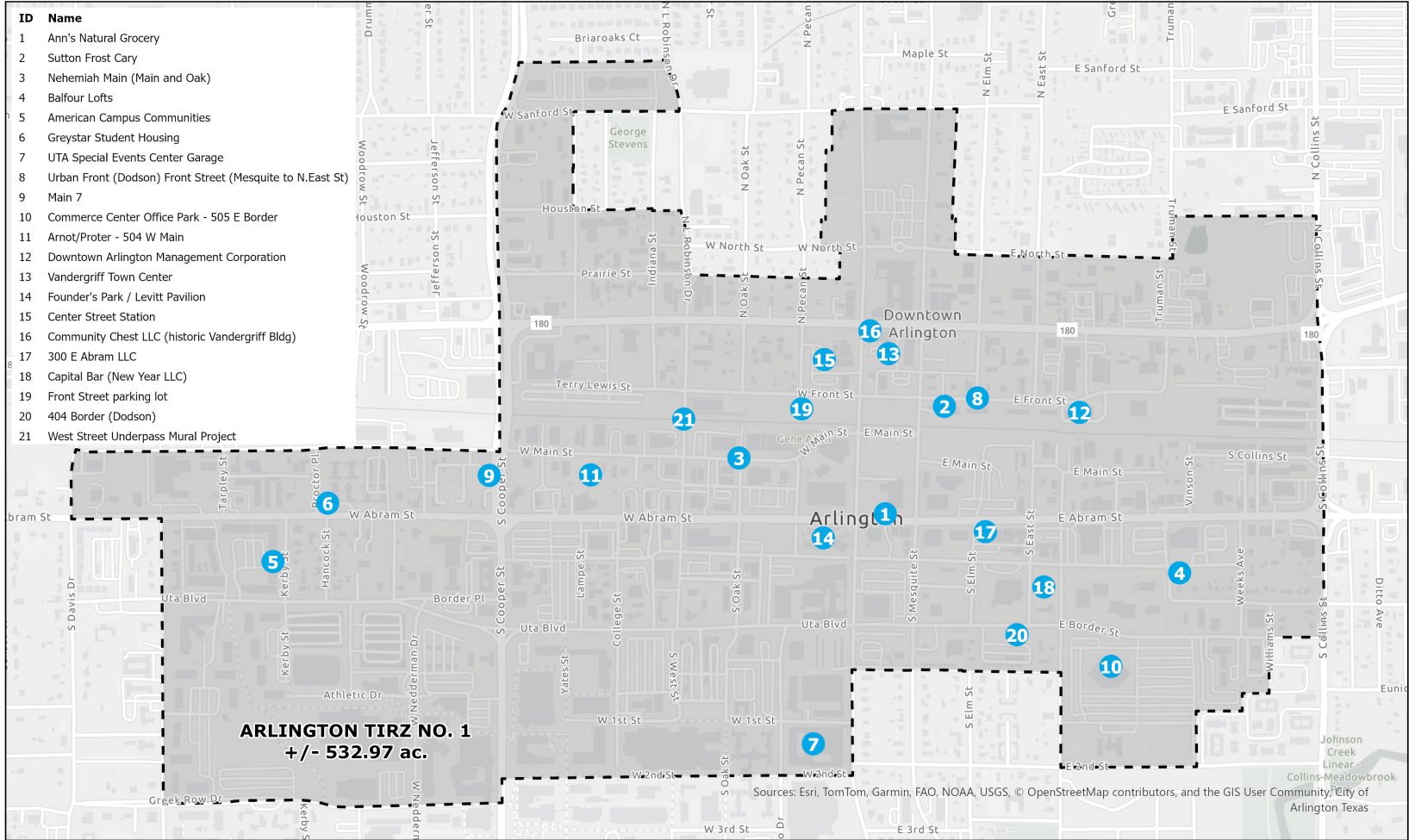
Table 1 details proposed public improvements to be funded utilizing resources from the Zone. As set forth in the Plan, the dollar amounts are approximate and may be amended from time to time by the Board of Directors of the Zone. Financing costs are a function of project financing needs and will vary with market conditions. The project categories describe generally the kind of improvements contemplated by the Plan.

Contributions to the Fund by Tarrant County, the Tarrant County Hospital District and the Tarrant County Junior College District shall not be used to fund any municipal or school facilities or annual administrative or management expenses for the Zone or Fund.

PROPOSED KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS TO BE FINANCED BY THE ZONE (TEXAS TAX CODE § 311.011(c)(2))

Public improvements in the Zone include Founders Park/Levitt Pavilion, Central Library, student housing, parking facilities, as well as other roadway, streetscape, signage, lighting, water, sewer and drainage improvements. Map 3 shows completed/on going projects in the Zone.

Map 3 - Projects



**ECONOMIC FEASIBILITY
(TEXAS TAX CODE § 311.011(C)(3)):**

The original Project Plan and Finance Plan developed in 1998, evaluated the economic feasibility of reimbursing expenditures for public improvements under three different growth scenarios. The three scenarios included:

- ❖ Aggressive growth: This projection series assumed 7.0% annual growth of taxable property in the Zone for the ten years between 1999 and 2008, then 2.5% growth for the remainder of the life of the TIRZ.
- ❖ Modest growth: This projection series assumed 3.0% annual growth for the first ten years, then 1.0% growth for the remainder of the life of the TIRZ.
- ❖ Mid-Nineties Maintenance: This projection series assumed 0.8% annual growth for the duration of the life of the TIRZ, which mirrors the actual growth experienced in this area of Arlington during the period of January 1994 through January 1997.

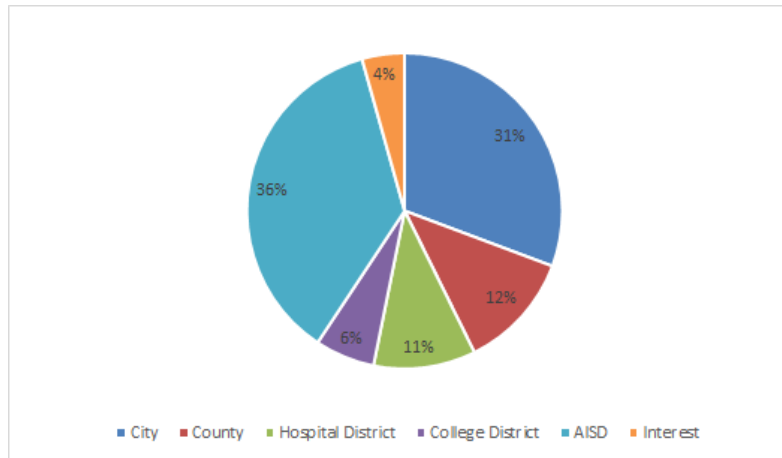
Over the past 27 years a number of improvements and developments have occurred in the Zone. New growth that has occurred includes student housing, apartments, retail development, a downtown park and Pavilion, and the Central Library. Since the Zone’s inception, taxable value has increased over \$425 million and revenues have hovered between the top two revenue projections. Revenues have been sufficient to cover project costs.

As part of this plan amendment revenue schedules and project costs were updated and the tax increment revenue estimates are projected to be sufficient to cover the costs of the proposed infrastructure improvements for the remainder of the Zone. Assuming a continuation of a moderate growth rate of 3%, revenues over the next 30 years would total approximately

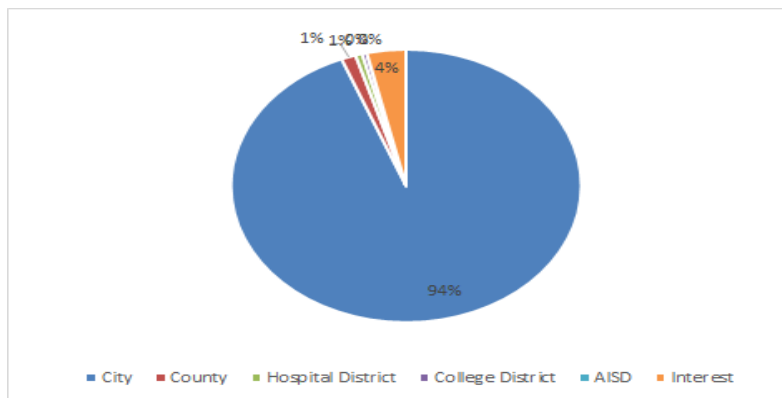
\$182.8 million. This is sufficient to cover the remaining costs totaling approximately \$182.8 million. The average annual growth rate from 1999-2026 has been 7.4%.

Exhibit 1 shows projected revenues over the life of the Zone. The future anticipated revenue of the Zone exceeds the cost of proposed improvements. The Zone and the City find and determine that the Plan is economically feasible.

Source of Revenue, 1999-2025

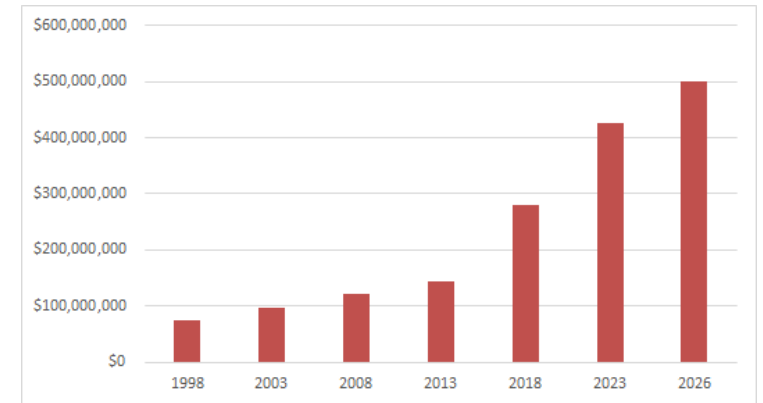


Source of Revenue, 2026-2058



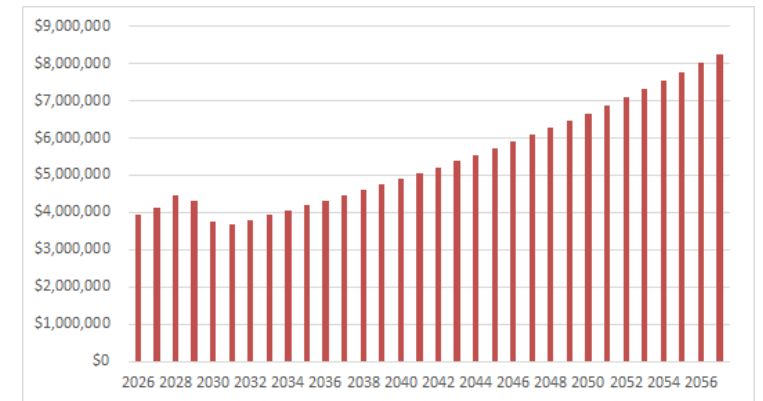
Historical Value

\$425 million increment increase



Projected Revenue, 2026-2058

\$182.8 million revenue



**ESTIMATED AMOUNT OF BOND INDEBTEDNESS;
ESTIMATED TIME WHEN RELATED COSTS OR MONETARY
OBLIGATIONS INCURRED
(Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)):**

Issuance of notes and bonds by the Zone may occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such notes and bonds.

The time when related costs or monetary obligations are to be incurred is a function of the availability of TIRZ revenues as shown in Exhibit 1.

**METHODS AND SOURCES OF FINANCING PROJECT COSTS
AND PERCENTAGE OF INCREMENT FROM TAXING UNITS
ANTICIPATED TO CONTRIBUTE TAX INCREMENT TO THE
ZONE (TEXAS TAX CODE § 311.011(c)(6)):**

Methods and sources of financing include pay-as-you-go project financing, the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships.

Tax increment associated with this Plan Update will consist of contributions from the City, County, Hospital District and College District. The School District participated in the original plan but did not participate in the First plan amendment nor will they participate in the Second plan amendment, which extends the life of the Zone an additional 20 years. The City will participate at 100% of the Total Tax rate, the County will participate at 70%, while the College District and the Hospital District will participate at 50%, annually on the captured appraised value in the Zone as shown in Table 2.

Table 2

Entity	First Amendment			Second Amendment	
	1999-2018	2019-2025	2026-2058	Contribution Cap	Participation Rate 2026 (per \$100)
City	100% M&O	100% M&O	100% Total Tax Rate	No Cap	0.6298
County	100% M&O	70% M&O	70% M&O	\$7,907,710	0.1730
Hospital District	100% M&O	50% M&O	50% M&O	\$5,891,961	0.1551
College District	100% M&O	50% M&O	50% M&O	\$3,589,198	0.0963
AISD	100% M&O	No Participation	No Participation	No Cap	



CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY (TEXAS TAX CODE § 311.011(C)(7)):

The 2026 appraised value of taxable real property in the Zone is \$499,044,973.

ESTIMATED CAPTURED APPRAISED VALUE OF ZONE DURING EACH YEAR OF EXISTENCE (Texas Tax Code § 311.011(c)(8)):

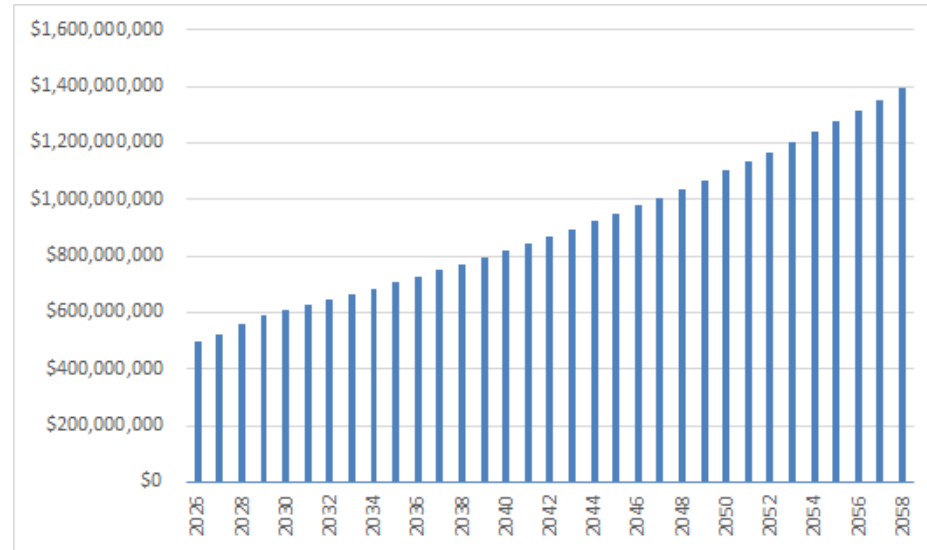
The estimated captured appraised value of the Zone during each remaining year of its existence is contained in Exhibit 1. It is estimated by 2058 that the taxable value within the Zone will increase to over \$1.39 billion.

ZONE DURATION (TEXAS TAX CODE § 311.011(C)(9))

The Zone was created by the City on November 3, 1998 and will terminate on December 31, 2058. Final TIRZ payments will be received in 2059. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.



Projected Taxable Value



Assumes 3% Annual Growth

PRIORITIES

In helping to determine or prioritize what public improvements to fund (if projects exceed available revenues), the Board will apply the following guidelines:

- ❖ The purpose of the TIF program is to promote sound economic development of the Zone and the taxing jurisdictions, consistent with this project plan and financing plan and other plans and development codes for the area, as amended from time to time.
- ❖ The TIF Board will recommend use of the tax increment fund to reimburse expenses for public improvements if the improvements are directly related to development of taxable real property. For any project, the Board seeks estimated additional taxable real property with a ratio to reimbursable public improvements of at least 3: 1. The Board prefers a ratio of 6: 1 or greater. This guideline does not preclude the TIF Board from advocating that the Fund reimburse public improvement expenses with estimated taxable real property ratios less than 3:1, provided the Board finds such tax-exempt acquisitions or improvements are likely to induce suitable taxable development within three years.
- ❖ The amount of reimbursement the TIF Board will obligate for public improvements associated with a specific development will bear a reasonable relationship to the amount of property tax dollars the development will generate. The greater the estimated increase in taxable property, the greater will be the inclination of the Board to advocate reimbursement. The Board may consider impacts of the development on values of other properties in the vicinity of the development.

- ❖ In the event a positive balance remains in the Fund after January 1, 2059 and after all financial obligations to the Fund have been discharged, an uncommitted residual balance will be distributed to governmental units participating in the TIF program in proportion to each taxing unit's total contribution to the Fund.

EXHIBIT A - VALUATION & REVENUE

Tax Year	Base Year Valuation (1998)	City Projected Valuation	County Projected Valuation	City Projected Valuation (Increment)	County Projected Valuation (Increment)	City M&O (FY00-FY26) / City Total Tax Rate (FY27-FY59)		County M&O Tax		Hospital District M&O		College District M&O		AISD M&O Tax Rate	AISD Participation (inc Hold Harmless)	Interest Income	Total TIRZ Revenue	Cumulative TIRZ Revenue
						Collection Year	City Participation	Rate	County Participation	Tax Rate	Participation	Tax Rate	Participation					
1999	\$73,505,938	\$77,072,710	\$77,183,338	\$3,566,772	\$3,677,400	FY00	0.3200	\$11,602	0.2129	\$7,486	0.2209	\$6,911	0.0920	1.3264	\$47,603	\$76,947	\$76,947	
2000	\$73,505,938	\$85,318,809	\$85,403,426	\$11,812,871	\$11,897,488	FY01	0.3276	\$38,892	0.2305	\$25,416	0.2222	\$27,413	0.0937	1.3500	\$159,538	\$262,366	\$339,312	
2001	\$73,505,938	\$90,392,088	\$90,470,591	\$16,886,150	\$16,964,653	FY02	0.3429	\$59,819	0.2355	\$11,172	0.2282	\$39,762	0.0947	1.4078	\$244,785	\$372,040	\$711,352	
2002	\$73,505,938	\$96,546,786	\$96,650,093	\$23,040,848	\$23,144,153	FY03	0.3620	\$85,586	0.2374	\$24,258	0.2306	\$54,528	0.1288	1.4800	\$349,944	\$594,761	\$1,306,114	
2003	\$73,505,938	\$96,093,520	\$96,201,388	\$22,587,582	\$22,695,450	FY04	0.3879	\$89,952	0.2418	\$56,217	0.2338	\$54,240	0.1294	1.4800	\$343,647	\$574,070	\$1,880,184	
2004	\$73,505,938	\$96,499,109	\$96,615,866	\$22,993,171	\$23,109,928	FY05	0.4023	\$94,952	0.2440	\$53,196	0.2340	\$55,254	0.1298	1.5000	\$365,906	\$689,962	\$2,470,145	
2005	\$73,505,938	\$101,383,337	\$101,507,973	\$27,877,399	\$28,002,035	FY06	0.4244	\$120,897	0.2454	\$77,419	0.2354	\$67,096	0.1305	1.5000	\$428,701	\$731,299	\$3,201,444	
2006	\$73,505,938	\$107,836,601	\$108,002,102	\$34,330,663	\$34,496,164	FY07	0.4468	\$156,111	0.2417	\$78,949	0.2341	\$74,799	0.1307	1.3700	\$479,865	\$835,458	\$4,036,902	
2007	\$73,505,938	\$111,947,293	\$112,119,713	\$38,441,355	\$38,613,775	FY08	0.4467	\$174,462	0.2349	\$86,776	0.2287	\$80,688	0.1313	1.0400	\$407,735	\$969,954	\$5,006,856	
2008	\$73,505,938	\$121,387,435	\$121,571,762	\$47,881,497	\$48,065,824	FY09	0.4467	\$216,652	0.2322	\$98,548	0.2263	\$95,603	0.1313	1.0400	\$506,174	\$1,059,518	\$6,066,374	
2009	\$73,505,938	\$129,309,128	\$129,530,756	\$55,803,190	\$56,024,818	FY10	0.4467	\$252,017	0.2348	\$133,437	0.2263	\$114,987	0.1313	1.0400	\$1,038,726	\$53,807	\$1,667,176	
2010	\$73,505,938	\$121,654,106	\$121,855,980	\$48,148,168	\$48,350,042	FY11	0.4330	\$211,141	0.2346	\$116,527	0.2262	\$102,004	0.1313	1.0400	\$769,476	\$53,807	\$1,733,550	
2011	\$73,505,938	\$118,306,127	\$118,482,471	\$44,800,189	\$44,976,533	FY12	0.4393	\$199,517	0.2371	\$109,760	0.2262	\$95,773	0.1421	1.0400	\$699,176	\$28,147	\$1,195,986	
2012	\$73,505,938	\$126,594,466	\$126,887,431	\$53,088,528	\$53,381,493	FY13	0.4423	\$237,517	0.2399	\$121,810	0.2262	\$111,100	0.1424	1.0400	\$1,018,081	\$14,554	\$1,809,888	
2013	\$73,505,938	\$144,632,507	\$144,919,780	\$71,128,569	\$71,413,842	FY14	0.4423	\$317,295	0.2368	\$169,086	0.2263	\$211,159	0.1424	1.0400	\$1,078,884	\$31,339	\$1,910,185	
2014	\$73,505,938	\$150,476,045	\$150,749,505	\$76,970,107	\$77,243,567	FY15	0.4353	\$337,761	0.2387	\$176,294	0.2263	\$177,925	0.1439	1.0400	\$1,166,276	\$39,241	\$2,009,394	
2015	\$73,505,938	\$146,058,059	\$146,185,785	\$72,552,121	\$72,679,847	FY16	0.4460	\$326,322	0.2373	\$175,344	0.2265	\$169,535	0.1495	1.0400	\$1,096,490	\$37,377	\$1,914,482	
2016	\$73,505,938	\$184,725,919	\$184,869,134	\$111,219,981	\$111,363,196	FY17	0.4538	\$507,534	0.2295	\$256,525	0.2266	\$252,579	0.1447	1.0400	\$1,744,553	\$12,724	\$2,935,824	
2017	\$73,505,938	\$232,425,978	\$232,618,057	\$158,920,040	\$159,112,119	FY18	0.4409	\$703,387	0.2219	\$235,054	0.2233	\$358,996	0.1401	1.0400	\$2,379,575	\$10,187	\$4,031,761	
2018	\$73,505,938	\$279,457,481	\$279,651,370	\$205,951,543	\$206,145,432	FY19	0.4428	\$923,140	0.2141	\$318,193	0.2234	\$444,413	0.1361	1.0400	\$283,881	\$96,005	\$4,259,147	
2019	\$73,505,938	\$302,972,769	\$303,221,632	\$229,466,831	\$229,715,694	FY20	0.4467	\$1,027,772	0.2173	\$428,254	0.2235	\$270,282	0.1302	1.0400	\$1,484,840	\$76,113	\$1,952,262	
2020	\$73,505,938	\$319,896,602	\$320,185,819	\$246,390,664	\$246,679,881	FY21	0.4085	\$1,009,015	0.2174	\$378,619	0.2235	\$282,032	0.1215	1.0400	\$1,502,129	\$32,331	\$1,852,126	
2021	\$73,505,938	\$350,410,483	\$350,773,038	\$276,904,545	\$277,267,100	FY22	0.4098	\$1,137,272	0.2136	\$404,154	0.2236	\$308,746	0.1221	1.0400	\$1,699,554	\$48,514	\$2,068,241	
2022	\$73,505,938	\$389,867,558	\$390,830,689	\$316,361,620	\$317,324,751	FY23	0.4030	\$1,277,413	0.2069	\$439,365	0.2237	\$339,644	0.1112	1.0400	\$1,766,666	\$215,074	\$2,448,163	
2023	\$73,505,938	\$424,806,457	\$425,661,696	\$351,300,519	\$352,155,758	FY24	0.4080	\$1,435,812	0.1788	\$400,900	0.1839	\$322,501	0.0962	1.0400	\$1,951,999	\$451,999	\$2,781,091	
2024	\$73,505,938	\$440,752,358	\$440,862,358	\$367,246,420	\$367,356,420	FY25	0.4146	\$1,166,505	0.1717	\$408,106	0.1721	\$319,959	0.0978	1.0400	\$1,809,599	\$315,966	\$2,391,136	
2025	\$73,505,938	\$484,509,683	\$484,629,683	\$411,003,745	\$411,123,745	FY26	0.4464	\$1,830,054	0.1541	\$498,484	0.1541	\$319,219	0.0963	1.0400	\$2,333,642	\$3,080,420	\$4,444,119	
2026	\$73,505,938	\$499,044,973	\$499,168,573	\$425,539,035	\$425,662,635	FY27	0.6298	\$2,680,405	0.1730	\$515,477	0.1551	\$330,101	0.0963	1.0400	\$2,044,914	\$200,000	\$3,930,538	
2027	\$73,505,938	\$519,016,323	\$519,143,631	\$445,510,385	\$445,637,693	FY28	0.6298	\$2,805,824	0.1730	\$539,667	0.1551	\$345,592	0.0963	1.0400	\$2,314,567	\$200,000	\$4,105,614	
2028	\$73,505,938	\$559,586,812	\$559,717,940	\$486,080,874	\$486,212,002	FY29	0.6298	\$3,061,337	0.1730	\$588,803	0.1551	\$377,057	0.0963	1.0400	\$2,344,062	\$200,000	\$4,461,260	
2029	\$73,505,938	\$591,374,417	\$591,509,478	\$517,868,479	\$518,003,540	FY30	0.6298	\$3,261,536	0.1730	\$627,302	0.1551	\$82,065	0.0963	1.0400	\$2,364,137	\$200,000	\$4,318,040	
2030	\$73,505,938	\$609,115,649	\$609,254,762	\$535,609,711	\$535,748,824	FY31	0.6298	\$3,373,270	0.1730	\$177,111				1.0400	\$2,364,137	\$200,000	\$3,750,381	
2031	\$73,505,938	\$627,389,119	\$627,532,405	\$553,883,181	\$554,026,467	FY32	0.6298	\$3,488,356						1.0400	\$2,364,137	\$200,000	\$3,688,356	
2032	\$73,505,938	\$646,210,792	\$646,358,377	\$572,704,854	\$572,852,439	FY33	0.6298	\$3,606,895						1.0400	\$2,364,137	\$200,000	\$3,606,895	
2033	\$73,505,938	\$665,597,116	\$665,749,128	\$592,091,178	\$592,243,190	FY34	0.6298	\$3,728,990						1.0400	\$2,364,137	\$200,000	\$3,728,990	
2034	\$73,505,938	\$685,565,030	\$685,721,602	\$612,059,092	\$612,215,664	FY35	0.6298	\$3,854,748						1.0400	\$2,364,137	\$200,000	\$3,854,748	
2035	\$73,505,938	\$706,131,980	\$706,293,250	\$632,626,042	\$632,787,312	FY36	0.6298	\$3,984,279						1.0400	\$2,364,137	\$200,000	\$3,984,279	
2036	\$73,505,938	\$727,315,940	\$727,482,048	\$653,810,002	\$653,976,110	FY37	0.6298	\$4,117,695						1.0400	\$2,364,137	\$200,000	\$4,117,695	
2037	\$73,505,938	\$749,135,418	\$749,306,509	\$675,629,480	\$675,800,571	FY38	0.6298	\$4,255,114						1.0400	\$2,364,137	\$200,000	\$4,255,114	
2038	\$73,505,938	\$771,609,481	\$771,785,705	\$698,103,543	\$698,279,767	FY39	0.6298	\$4,396,656						1.0400	\$2,364,137	\$200,000	\$4,396,656	
2039	\$73,505,938	\$794,757,765	\$794,939,276	\$721,251,827	\$721,433,338	FY40	0.6298	\$4,542,444						1.0400	\$2,364,137	\$200,000	\$4,542,444	
2040	\$73,505,938	\$818,600,498	\$818,787,454	\$745,094,560	\$745,281,516	FY41	0.6298	\$4,692,606						1.0400	\$2,364,137	\$200,000	\$4,692,606	
2041	\$73,505,938	\$843,158,513	\$843,351,078	\$769,652,575	\$769,845,140	FY42	0.6298	\$4,847,272						1.0400	\$2,364,137	\$200,000	\$4,847,272	
2042	\$73,505,938	\$868,453,268	\$868,651,610	\$794,947,330	\$795,145,672	FY43	0.6298	\$5,006,578						1.0400	\$2,364,137	\$200,000	\$5,006,578	
2043	\$73,505,938	\$894,506,866	\$894,711,158	\$821,000,928	\$821,205,220	FY44	0.6298	\$5,170,664						1.0400	\$2,364,137	\$200,000	\$5,170,664	
2044	\$73,505,938	\$921,342,072	\$921,552,493	\$847,836,134	\$848,046,555	FY45	0.6298	\$5,339,672						1.0400	\$2,364,137	\$200,000	\$5,339,672	
2045	\$73,505,938	\$948,982,334	\$949,199,068	\$875,476,396	\$875,693,130	FY46	0.6298	\$5,513,750						1.0400	\$2,364,137	\$200,000	\$5,513,750	
2046	\$73,505,938	\$977,451,805	\$977,675,040	\$903,945,867	\$904,169,102	FY47	0.6298	\$5,693,051						1.0400	\$2,364,137	\$200,000	\$5,693,051	
2047	\$73,505,938	\$1,006,775,359	\$1,007,005,291	\$933,269,421	\$933,499,353	FY48	0.6298	\$5,877,731						1.0400	\$2,364,137	\$200,000	\$5,877,731	
2048	\$73,505,938	\$1,036,978,619	\$1,037,215,450	\$963,472,681	\$963,709,512	FY49	0.6298	\$6,067,951						1.0400	\$2,364,137	\$200,000	\$6,067,951	
2049	\$73,505,938	\$1,068,087,978	\$1,068,331,913	\$994,582,040	\$994,825,975	FY50	0.6298	\$6,263,878						1.0400	\$2,364,137	\$200,000	\$6,263,878	
2050	\$73,505,938	\$1,100,130,617	\$1,100,381,871	\$1,026,624,679	\$1,026,875,933	FY51	0.6298	\$6,465,882						1.0400	\$2,364,137	\$200,000	\$6,465,882	
2051	\$73,505,938	\$1,133,134,536	\$1,133,393,327	\$1,059,628,598	\$1,059,887,389	FY52	0.6298	\$6,673,541						1.0400	\$2,364,137	\$200,000	\$6,673,541	
2052	\$73,505,938	\$1,167,128,572	\$1,167,396,127	\$1,093,622,634	\$1,093,889,189	FY53	0.6298	\$6,887,635						1.0400	\$2,364,137	\$200,000	\$6,887,635	
2053	\$73,505,938	\$1,202,142,429	\$1,202,416,980	\$1,128,636,491	\$1,128,911,042	FY54	0.6298	\$7,108,153						1.0400	\$2,364,137	\$200,000	\$7,108,153	
2054	\$73,505,938	\$1,238,206,702	\$1,238,489,490	\$1,164,700,764	\$1													

EXHIBIT B - BOUNDARY DESCRIPTION

Boundary Description

Tax Increment Reinvestment Zone Number 1 - Downtown

City of Arlington Municipal Limits, Tarrant County

Created by City Ordinance Number 98-142, Arlington TIRZ Number 1 is a +/- 532.97 acre tract of land centered on N West St and Union Pacific Rail Easement in Downtown Arlington, and described as follows:

Beginning at intersection of right-of-way (ROW) centerline of Main St and ROW centerline of Cooper St (located at 700 W Main St);

Then generally north along the ROW centerline of Cooper St to a point west of southwest corner of 0.304773 acre lot (GARDEN OAKS WEST ADDITION Block A Lot 29);

Then east along south boundary of GARDEN OAKS WEST ADDITION to centerline of N L Robinson Dr;

Then generally south along centerline of N L Robinson Dr to centerline of W Sanford St;

Then west along centerline of W Sanford St to centerline of N Taylor St;

Then south along centerline of N Taylor St to centerline of Houston St;

Then east along centerline of Houston St, across ROW of N Indiana St, and across 0.45 acre lot (WILKINSON, E F ADDITION Lot 21R PORTION WITH EXEMPTION) St to centerline of N L Robinson St;

Then generally south along centerline of N L Robinson St to centerline of Prairie St;

Then east along centerline of Prairie St to a point south of southwest corner of 0.271284 acre lot (ARLINGTON, ORIGINAL TOWN ADDN Block 65 Lot 1 BLK 65 LOTS 1 & 2);

Then north across ROW of Prairie St and along west boundary of said 0.271284 acre lot to centerline of W North St;

Then west along centerline of W North St to a point south of southwest corner of 0.17799 acre lot (ARLINGTON, ORIGINAL TOWN ADDN Block 87 Lot 4R);

Then north across ROW of W North St and along west boundary of said 0.17799 acre lot to centerline of alleyway (First United Methodist Church Arlington);

Then east along said alleyway to a point south of southeast corner of 0.307527 acre lot (THOMAS, W S HEIRS ADDITION Block 1 Lot 1 N 100' LOT 1) at 406 N Center St;

Then north across 1.94 acre tract at 406 N Center St (DAVIS, SOL ADDITION Lot 70R LESS PORTION IN TIF), and along east boundary of said 0.307527 acre lot, and 0.261183 acre lot (THOMAS, W S HEIRS ADDITION Block 2 Lot 2B), and 0.265604 acre lot (THOMAS, W S HEIRS ADDITION Block 2 Lot 2A) to south boundary of 0.233587 acre lot (THOMAS, W S HEIRS ADDITION Block 3 Lot 3 S 60' LOT 3);

Then east along south boundary of said 0.233587 acre lot to southeast corner of said lot;

Then north along east boundary of said 0.233587 acre lot, and 0.225072 acre lot (THOMAS, W S HEIRS ADDITION Block 3 Lot 3 N57 1/2' LOT 3), and 0.225961 acre lot (THOMAS, W S HEIRS ADDITION Block 4 Lot 4 S60.5' LOT 4), and 0.224281 acre lot (THOMAS, W S HEIRS ADDITION Block 4 Lot 4 N57' LOT 4) to centerline of Sanford St;

Then east along centerline of Sanford St to a point north of centerline of Fitzhugh & Collins Addition Block 1 alleyway;

Then generally south along centerline of Fitzhugh & Collins Addition Block 1 alleyway to a point east of southeast corner of 0.315802 acre lot (FITZHUGH & COLLINS ADDITION Block 1 Lot 25R) and north line of alleyway separating FITZHUGH & COLLINS ADDITION Block 1 and ARLINGTON, ORIGINAL TOWN ADDN Block 85;

Then south southeast across said alleyway to northeast corner of 0.237924 acre lot (ARLINGTON, ORIGINAL TOWN ADDN Block 85 Lot 4 4-W10'3 BLK 85);

Then south along east boundary of said 0.237924 acre lot to centerline of E North St;

Then east along centerline of E North St to centerline of Truman St;

Then north along centerline of Truman St to a point west of southwest corner of 0.495322 acre lot (TOLIVER ACRES ADDITION Lot 54A);
Then east along south boundary of said 0.495322 acre lot, and TOLIVER ACRES ADDITION Lot 54B to centerline of Collins St;
Then south along centerline of Collins St to centerline of E Border St;
Then west along centerline of E Border St to centerline of Williams St;
Then south along centerline of Williams St to a point east of southeast corner of 0.155278 acre lot (WEEKS ADDITION Block 1 Lot 10 & PT ABAN ALLEY);
Then west along south boundary of said 0.155278 acre lot to east boundary of 3.0828 acre lot (HUITT, J ADDITION Lot 12);
Then south along east boundary of said 3.0828 acre lot to southeast corner of said lot;
Then west along south boundary of said 3.0828 acre lot to southwest corner of said lot and west boundary of 8.70531 acre lot (BAPTIST TEMPLE ADDITION Lot 1AR);
Then south along west boundary of said 8.70531 acre lot to centerline of E Second St;
Then west along centerline of E Second St to centerline of Mary St;
Then north along centerline of Mary St to centerline of E First St;
Then west along centerline of E First St to centerline of S Center St;
Then south along centerline of S Center St to centerline of W Second St;
Then west along centerline of W Second St to centerline of S Cooper St;
Then south along centerline of S Cooper St to centerline of Greek Row Dr;
Then generally west along centerline of Greek Row Dr to centerline of Summit Ave;
Then north along centerline of Summit Ave to centerline of W Abram St;
Then west along centerline of W Abram St to centerline of Davis Dr;
Then generally north along centerline of Davis Dr to centerline of W Main St;
Then east along centerline of Main St to intersection with centerline of Cooper St and beginning of +/- 532.97 acre tract.

Staff Report



Balfour Flats Venture, LP – Amended and Restated TIRZ Chapter 380 Grant Agreement	
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Board of Directors Meeting Date: 06-25-2026

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Chair of the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown (TIRZ 1) to execute an Amended and Restated TIRZ Chapter 380 Grant Agreement by and between Balfour Flats Venture, LP, the City of Arlington, and the Board of Directors for Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown.

PRIOR BOARD OR COUNCIL ACTION

On June 25, 2024, the Arlington City Council approved Ordinance 24-030, creating Planned Development 24-02 for the authorized development plan approved during the May 15, 2024, Planning and Zoning Commission meeting.

On November 22, 2024, the TIRZ 1 Board approved Resolution No. 24-03 authorizing the execution of TIRZ Chapter 380 Grant Agreement by and between the Pershing Development, LLC, the City, and the TIRZ 1 Board of Directors.

On December 17, 2024, the Arlington City Council approved Resolution No. 24-357 authorizing the execution of TIRZ Chapter 380 Grant Agreement by and between the Pershing Development, LLC, the City, and the TIRZ 1 Board of Directors.

On November 4, 2025, the Arlington City Council approved Ordinance 25-086, creating Planned Development 25-12 for the authorized development plan approved during the September 3, 2025 Planning and Zoning Commission meeting.

ANALYSIS

Balfour Flats Venture, LP (Developer) is constructing a new 76,220 square foot multi-family apartment complex at an estimated cost of \$20,663,124 on 1.61 acres of land addressed at 701, 703, 705, 707, 709, 711 and 715 Dugan Street, as well as 700 and 710 East South Street; generally located south of East South Street and east of Spruance Street in downtown Arlington. The Developer has requested assistance in constructing infrastructure and public improvements for the development.

In November 2024, the Developer was granted \$1,550,000 in TIRZ funding to fund public improvements for the development, which at that time was limited to a smaller portion of the property. Since that time, the Developer was able to acquire additional adjacent parcels to expand the scope of the project and is planning to increase the number of units from 56 to 99 dwelling units in one, three-story building. As a result of this, the Developer amended their Planned Development zoning in June 2025. The development now requires additional public improvements to support the expansion. The additional units are also required to be leased at the current market rate on a full unit basis and not by the bedroom.

Due to the expanded scope of the project and the need for more additional public improvements to facilitate this proposed development, the Developer has requested an additional \$700,000 to fund public improvements on the newly acquired parcels.

Under the proposed amended agreement, the Developer is required to construct the following public improvements: sidewalks, approaches, public parking spaces, public water and sanitary sewer improvements, landscaping, irrigation, public art, storm water drainage/detention systems, street improvements, and burying of electrical and telecommunication lines on the Premises necessary for constructing the Development.

In return for completing these requirements, TIRZ 1 would reimburse up to \$2,250,000 for verified costs of constructing the required public improvements named above. The City agrees to waive all fees for demolition of existing structures, building permits, impact fees, and tap fees for initial construction of the development.

Failure to meet the conditions and requirements of the Grant Agreement may result in termination of the Grant Agreement and make the Applicant ineligible for reimbursement from the TIRZ 1 fund. In the event of a breach of the grant agreement, the City may recapture any fees waived subject to this provision.

Additionally, the proposed amendment and restatement recognizes and consents to the assignment of the Chapter 380 Grant Agreement from Pershing Development, LLC, to Balfour Flats Venture, LP.

FINANCIAL IMPACT

Reimbursement from TIRZ 1 shall not exceed \$2,250,000 for public improvements associated with the project.

ADDITIONAL INFORMATION

Attached:	Resolution with Amended and Restated TIRZ Chapter 380 Grant Agreement
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Marcus Young, MEDP, BREC Sr. Economic Development Specialist Strategic Initiatives 817-459-6117 Marcus.Young@arlingtontx.gov	Lyndsay Mitchell, AICP, CPM Director Strategic Initiatives 817-459-6653 Lyndsay.Mitchell@arlingtontx.gov
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**Tax Increment Reinvestment Zone Number One, City of Arlington, Texas -
Downtown
Resolution No. TIRZ 1 26-___**

A resolution authorizing the Chair of the Board of Directors to execute an Amended and Restated TIRZ Chapter 380 Grant Agreement by and between Balfour Flats Venture, LP, the City of Arlington, and the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown

WHEREAS, on January 22, 2025, Pershing Development, LLC (the “Original Developer”), the City of Arlington (“City”), and Tax Increment Reinvestment Zone Number One, City of Arlington, Texas — Downtown (“TIRZ”) entered into that certain TIRZ Chapter 380 Grant Agreement (the “Original Agreement”); and

WHEREAS, Original Developer has assigned all rights, duties, and obligations in the Original Agreement to Balfour Flats Venture, LP (“Developer”) (the “Assignment”); and

WHEREAS, City and TIRZ hereby consent to the Assignment; and

WHEREAS, Developer, City, and TIRZ desire to amend and restate the Original Agreement to amend certain deadlines for completion of Conditions and Requirements, amend certain terms of the Incentive Program, and amend certain terms of Default, Termination, and Recapture; and

WHEREAS, Chapter 380 of the Texas Local Government Code and Section 311.010 of the Texas Tax Code provide statutory authority for establishing and administering the Program; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS - DOWNTOWN:

I.

That the facts and recitations contained in the preamble of this resolution are found and declared to be true and correct.

II.

That the Chair of the Board of Directors for Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown is hereby authorized to execute an Amended and Restated TIRZ Chapter 380 Grant Agreement by and between Developer, City, and the Board of Directors of TIRZ upon the approval of the Agreement by the Arlington City Council.

III.

A substantial copy of the Amended and Restated TIRZ Chapter 380 Grant Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED on the 25th day of June 2026, at a meeting of the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown, and passed and approved on the 25th day of June 2026, of ___ ayes and ___ nays.

CHAIRMAN

ATTEST:

Lyndsay Mitchell
Office of Strategic Initiatives Director

Amended and Restated TIRZ Chapter 380 Grant Agreement

THE STATE OF TEXAS §
 § **Amended and Restated TIRZ**
 § **Chapter 380 Grant Agreement**
COUNTY OF TARRANT §

THIS Amended and Restated TIRZ Chapter 380 Grant Agreement (“Agreement”) is executed as of _____ (the “Effective Date”), by and among Balfour Flats Venture, LP, an entity duly authorized to do business in the State of Texas, acting by and through its authorized officer (hereinafter referred to as “**DEVELOPER**”), THE CITY OF ARLINGTON, a municipal corporation (hereinafter referred to as “**CITY**”), and THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS- DOWNTOWN as established by the City of Arlington, Texas (hereinafter referred to as “**TIRZ**”). DEVELOPER, CITY, and TIRZ may be referred to jointly herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, on January 22, 2025 Pershing Development, LLC (the “Original Developer”), CITY, and TIRZ entered into that certain TIRZ Chapter 380 Grant Agreement (the “Original Agreement”); and

WHEREAS, Original Developer has assigned all rights, duties, and obligations in the Original Agreement to DEVELOPER (the “Assignment”); and

WHEREAS, CITY and TIRZ hereby consent to the Assignment; and

WHEREAS, DEVELOPER, CITY, and TIRZ desire to amend and restate the Original Agreement to amend certain deadlines for completion of Conditions and Requirements, amend certain terms of the Incentive Program, and amend certain terms of Default, Termination, and Recapture; and

WHEREAS, the PREMISES are located within Tax Increment Reinvestment Zone Number One (“TIRZ 1”); and

WHEREAS DEVELOPER desires to demolish and/or remove the existing structures and construct multi-family housing on the PREMISES; and

WHEREAS, TIRZ has found that providing a program of incentives to Developer in exchange for Developer’s acquisition and redevelopment of the PREMISES will promote local economic development and stimulate business and commercial activity and retain jobs within the City of Arlington and inside Tax Increment Reinvestment Zone Number One (hereafter referred to as “Incentive Program”); and

WHEREAS, TIRZ has determined that the Incentive Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in establishment and administration of the Incentive Program contain controls likely to ensure that the public purpose is accomplished;

and

WHEREAS, Chapter 380 of the Local Government Code and Section 311.010 of the Texas Tax Code provide statutory authority for establishing and administering the Incentive Program provided herein; and

WHEREAS, the 2018 TIRZ 1 Amended and Restated Project Plan and Finance Plan approved by the City Council of the City pursuant to Ordinance No. 19-003 (“Amended TIRZ Plan”) provides for the Incentive Program, including the costs to be funded by the grant payments as provided herein; NOW THEREFORE

The CITY, TIRZ, and DEVELOPER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant, and contract as set forth below:

I.
Definitions

- A. CITY MANAGER means the City Manager for the City of Arlington.
- B. DEMOLITION means the demolition and/or removal of all existing structures and improvements located on the PREMISES, including the costs of asbestos removal or remediation, the cost of which is an authorized cost under the Amended TIRZ Plan.
- C. DEVELOPMENT means the construction of a multi-family housing development as described in the DEVELOPMENT PLAN.
- D. DEVELOPMENT PLAN means Planned Development 25-12 (or “PD25-12”) as approved by the City Council in Ordinance 25-086, attached hereto as “**Exhibit 1**”, and as may be amended according to the ordinances of the City of Arlington.
- E. EFFECTIVE DATE means the date on which all parties have executed this Agreement.
- F. PREMISES means the 1.61 acres of real property located on Dugan Street, more fully described in **Exhibit "1-A."**
- G. PUBLIC IMPROVEMENTS means the sidewalks, approaches, public parking spaces, public water and sanitary sewer improvements, landscaping, irrigation, public art, storm water drainage/detention systems, street improvements, and burying of electrical and telecommunication lines on the Premises or necessary for constructing the Development.

II.
Term

This Agreement shall commence as of the Effective Date and shall expire eight (8) years from date of completion of the Development as specified Section IV.C. below (the “Term”), unless otherwise sooner terminated in accordance with the terms of this Agreement.

III.
General Provisions

The Incentive Program provided herein is not an improvement project financed by tax increment bonds. All grant payments to be made as provided in Article V below will be paid to Developer from currently available TIRZ 1 funds consisting exclusively of the City’s increment. The PREMISES are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the CITY.

IV.
Conditions and Requirements

In exchange for the receipt of payments provided for in the Incentive Program, DEVELOPER shall:

- A. Complete Demolition of the existing structures on the Premises by no later than June 30, 2027.
- B. Complete construction of the Public Improvements by no later than January 1, 2029.
- C. Complete construction of the Development by no later than June 30, 2029.
- D. Construction, maintenance, and operation of the Public Improvements and Development shall be in conformance with the Development Plan.
- E. On or before April 1 of every year of the Term, DEVELOPER shall complete an annual certification in a form provided by the CITY, in which DEVELOPER will certify compliance with the requirements applicable to the DEVELOPER at that time, including, but not limited to, all the requirements contained in this Article IV.
- F. Throughout the Term all activity on the PREMISES shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. DEVELOPER shall apply for any obtain all necessary governmental permits and approvals for all activities, construction, and operations at the PREMISES.
- G. Throughout the Term DEVELOPER shall not fail to render for taxation any property owned by DEVELOPER and located within the City. In addition,

throughout the Term the ad valorem taxes owed for the PREMISES shall not become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.

- H. During design and construction of the DEVELOPMENT, DEVELOPER agrees to use diligent efforts and to cause its contractors and subcontractors to use diligent efforts to purchase all goods and services from businesses located in the City whenever such goods and services are comparable in availability, terms, quality, and price.
- I. DEVELOPER shall construct the residential units of the development for use as complete, market-rate dwelling units. For so long as DEVELOPER owns and/or operates the DEVELOPMENT, DEVELOPER shall only lease apartments as complete dwelling units and shall not lease residential units on a per-bedroom basis or otherwise lease subdivided dwelling units.

V.
Incentive Program

- A. In exchange for DEVELOPER's compliance with the Conditions and Requirements set forth in Article IV, TIRZ agrees to provide the following grant payments to DEVELOPER:
 - i. Up to Two Million, Two Hundred and Fifty Thousand and 00/100 Dollars (\$2,250,000) in reimbursement for verified costs of Demolition and/or constructing the Public Improvements (the "Reimbursement Grant"). The Reimbursement Grant will be available to the DEVELOPER to fund applicable costs associated with the constructing the Facilities Improvements on the Premises. The CITY will reimburse the DEVELOPER no more frequently than once per quarter, within 30 days of receipt of proof of payment by DEVELOPER for the verified, actual expenses of constructing the facilities improvements, including labor, materials, design and engineering costs, furniture, fixtures and equipment.
 - ii. DEVELOPER acknowledges and agrees that the grant payment provided herein will be made solely from the CITY's increment deposited into the Tax Increment Fund of the TIRZ, established pursuant to Ordinance no. 98-142 (the "TIF Fund"). The City acknowledges that the increment from the CITY currently available and on deposit within the TIF Fund are sufficient to fund the grant payments in the amounts and at the times provided in this Article V. DEVELOPER agrees to look solely to the City's increment on deposit in the TIF Fund, not CITY general funds or CITY bond funds, or any other TIRZ or CITY funds for payment of the grant provided herein. Nothing in this Agreement shall be construed to require the CITY to approve payment from any source of CITY funds other than the CITY increment on deposit in the TIF Fund. Upon the expiration of the term of the TIRZ on December 31, 2038, or any subsequently extended

date, as provided in the ordinance creating same, as amended, any grant payment that remains unpaid due to the lack of monies on deposit in the TIF Fund or due to DEVELOPER's failure to meet any precondition of payment of such grant shall no longer be considered Development Costs of the TIRZ, and any obligation of the TIRZ to pay such grant to DEVELOPER shall automatically expire; provided, any CITY increment that has accrued during the term of the TIRZ but is collected or disbursed subsequent to the expiration of the TIRZ shall be applied to pay Development Costs that remain unpaid immediately prior to the TIRZ expiration.

- B. The City agrees to waive all fees for demolition of existing structures, building permits, impact fees, and tap fees for initial construction of the Development so long as the construction of the Development is completed prior to June 30, 2029 (the "Fee Waiver"). In the event of a breach as defined in section IX, the City may recapture any fees waived subject to this provision.
- C. DEVELOPER further acknowledges and agrees that the TIRZ and CITY are not obligated to provide any payments or other benefits not explicitly provided in this Agreement for the DEVELOPMENT, and any further agreements executed by the same parties for the DEVELOPMENT shall credit the CITY and TIRZ with the payments already provided through this Agreement.

VI.

Records, Audits, and Inspections

- A. Additional Records and Information - Throughout the Term of this Agreement, DEVELOPER shall furnish TIRZ any additional records and information reasonably requested to confirm compliance with the Conditions and Requirements set forth in Section IV of this Agreement.
- B. Right to Audit Books and Records - TIRZ shall have the right to audit the books and records of DEVELOPER related to the Conditions and Requirements. TIRZ shall notify DEVELOPER in advance in writing of their intent to audit in order to allow DEVELOPER adequate time to make such books and records available.
- C. Inspection - At all times throughout the Term of this Agreement, TIRZ shall have reasonable access to the PREMISES for the purpose of inspecting the PREMISES to ensure that the work contemplated herein is conducted, maintained, and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the operation of the PREMISES. The inspections shall be conducted within a reasonable time period after notice by TIRZ and with a representative of Developer present.

VII.

Use of Premises

The PREMISES at all times shall be used in a manner that is consistent with CITY's Unified Development Code and all other applicable federal, state, and local laws.

VIII.
Default, Termination, and Recapture

- A. A default shall exist under this Agreement if a Party fails to perform or observe any material covenant contained in this Agreement. A non-defaulting Party shall immediately notify the defaulting Party in writing upon becoming aware of any condition or event constituting a default. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting Party requires or proposes to require with respect to curing the default.
- B. If a default shall occur and continue after thirty (30) days' notice of the same, the non-defaulting Party may, at its option, pursue any remedies it may be entitled to, at law or in equity, in accordance with applicable law, without the necessity of future notice to or demand upon the defaulting Party. The non-defaulting Party shall not, however, pursue remedies for as long as the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that defaulting Party has commenced to cure such default within thirty (30) days following notices, and provided further, that in no event shall failure to make monetary payments required under the terms of this Agreement be deemed reasonable justification to extend such opportunity beyond the initial period.
- C. Without limiting the forgoing, if a defaulting Party fails to cure (or commence to cure) a default within the periods provided for in Section VIII.B. above, then the non-defaulting Party shall have the right to terminate this Agreement by delivering written notice to the defaulting Party, which termination shall be effective thirty (30) days following delivery of such notice unless the defaulting Party shall cure such default within such additional thirty (30) day period. A termination of this Agreement by a Party shall not relieve the Party of its obligations therefore accrued prior to and through the effective date of such termination.
- D. In the event DEVELOPER fails to satisfy the Conditions and Requirements outlined in Sections IV and fails to timely cure in accordance with Section VIII.B., TIRZ and CITY may terminate this Agreement and recapture the Incentives previously paid to DEVELOPER. It shall be the duty of TIRZ and/or CITY to determine whether to require recapture and to deliver written demand for payment of such. Repayment of the Incentives shall become due 60 days following receipt of such demand. The rights of TIRZ and/or CITY to require recapture and demand repayment of the Incentives, and the obligation of DEVELOPER to pay such, shall survive termination of this Agreement for a period of 2 years solely for the purpose of enforcing recapture obligations arising prior to termination. The City Attorney has the authority, on behalf of TIRZ and CITY, to initiate litigation necessary to pursue payment of the recaptured Incentives pursuant to this Agreement.

IX.
Undocumented Workers

DEVELOPER covenants and certifies that DEVELOPER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if DEVELOPER is convicted of a violation under 8 U.S.D. Section 132a(f), DEVELOPER shall repay to the TIRZ the full amount of the grant payments provided under Section V of this Agreement, plus 10% per annum from the date such fees were waived or grant payments were made. Repayment shall be paid within 120 days after the date following such conviction that DEVELOPER receives notice of violation from the TIRZ as provided by 2264.101(c) of the Texas Government Code.

X.
Effect of Sale or Lease of Property

Except as otherwise authorized in Article XXI below, the Incentive Program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the PREMISES unless such assignment is approved in writing by the TIRZ, with approval by the City Council, which approval shall not be unreasonably withheld.

XI.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

DEVELOPER:	Balfour Flats Venture, LP Attention: Edward Manuel, Manager 262 Carroll St, Suite 115 Fort Worth, Texas 76107 Attention: Dylan Leonoudakis, Manager 8235 Douglas Ave, Suite 620 Fort Worth, Texas 76107
TIRZ:	Tax Increment Reinvestment Zone Number One Attention: City Manager's Office Post Office Box 90231 Arlington, Texas 76004-3231
cc:	Tax Increment Reinvestment Zone Number One Attention: City Attorney's Office Post Office Box 90231 Arlington, Texas 76004-3231
CITY:	City of Arlington

Attention: City Manager's Office
Post Office Box 90231
Arlington, Texas 76004-3231

cc: Tax Increment Reinvestment Zone Number One
Attention: City Attorney's Office
Post Office Box 90231
Arlington, Texas 76004-3231

XII.

Authorization and Board Representation

This Agreement was authorized by resolution of the TIRZ authorizing the Chairman of the Board of Directors for Tax Increment Reinvestment Zone Number One to execute this Agreement on behalf of the TIRZ. DEVELOPER understands and agrees that TIRZ, in its sole discretion, may appoint certain CITY staff members, a CITY department, or another entity to serve as its representative in carrying out any and all of the responsibility of the TIRZ hereunder, and that reference to the TIRZ in this Agreement means the Board of Directors for Tax Increment Reinvestment Zone Number One or any such designed representative.

XIII.

Severability

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XIV.

Estoppel Certificate

Any Party hereto may request an estoppel certificate from another Party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of DEVELOPER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the grant payments in effect, and such other matters reasonably requested by the Party(ies) to receive the certificates.

XV.

DEVELOPER's Standing

DEVELOPER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or TIRZ or CITY actions authorizing

same, and DEVELOPER shall be entitled to intervene in said litigation.

XVI.

Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XVII.

Indemnification

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE TIRZ, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TIRZ OR THE CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER, TIRZ, OR CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND THE TIRZ UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

XVIII.
Force Majeure

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other Party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

XIX.
No Other Agreement

This Agreement embodies all of the agreements of the Parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the Parties.

XX.
Headings

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

XXI.
Successors and Assigns

The Parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. No successor, executor, administrator, or assign is valid in the place of the Parties to this Agreement without the written consent of TIRZ and CITY, such consent shall not be unreasonably withheld. Assignments to related entities where Balfour Flats Venture LP (or other entity owned and controlled by Balfour Flats Venture LP) is the general partner shall be expressly permitted without necessity of written consent of TIRZ and CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

BALFOUR FLATS VENTURE LP
A Texas limited liability company

BY _____

Name:

Title:

WITNESS:

THE BOARD OF DIRECTORS OF TAX
INCREMENT REINVESTMENT ZONE
NUMBER ONE, CITY OF
ARLINGTON, TEXAS

BY _____

Name _____

Title TIRZ Chairman _____

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____
TREY YELVERTON
City Manager

ATTEST:

MARTHA GARCIA, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

CITY OF ARLINGTON

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Trey Yelverton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of CITY OF ARLINGTON, TEXAS, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public In and For
The State of Texas

My Commission Expires:

Exhibit “1”

Ordinance No. 25-086

An ordinance changing the zoning classification on certain property known as 701, 703, 705, 707, 709, 711, and 715 Dugan Street, 302 Weeks Avenue, and 700 and 710 E South Street to Planned Development (PD) for Downtown Neighborhood Overlay – Residential Multi-Family-22 (DNO-RMF-22) uses, with a Development Plan; amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date

- WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD25-12 on September 3, 2025; and
- WHEREAS, it is expressly understood by the applicant that a Planned Development (PD) is a specific type of zoning request that is not required by the City of Arlington for the development of this type of land use; and
- WHEREAS, there are specific allowances and development code deviations that may be granted through the approval of a Planned Development; and
- WHEREAS, in exchange for such allowances and deviations, the City of Arlington, by and through its Planning and Zoning Commission and its City Council, may require reasonable conditions and additional standards as shown in an approved Planned Development and in accordance with an associated Development Plan; and
- WHEREAS, the City Council finds that the proposed Planned Development is essential to preserving the historical, cultural and/or architectural standards of the City of Arlington; and
- WHEREAS, notwithstanding the limitations on building material standards imposed by Chapter 3000 of the Texas Government Code, and effective September 1, 2019, said Development Plan shall continue to apply to the proposed development included herein and shall continue to require that the design and construction thereof complies with the associated Development Plan, and that all applicable building permit applications related to this project conform in all respects; and
- WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety,

morals, and general welfare of the citizens that the zoning amendment be approved. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

THAT the zoning classification of certain property known as 701, 703, 705, 707, 709, 711, and 715 Dugan Street, 302 Weeks Avenue, and 700 and 710 E South Street is hereby changed to Planned Development (PD) for Downtown Neighborhood Overlay – Residential Multi-Family-22 (DNO-RMF-22) uses, with a Development Plan, by the approval of Zoning Case PD25-12. The Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall comply with this ordinance, all exhibits, and the attached Development Plan.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance, including all exhibits attached to this ordinance, immediately after the effective date of this ordinance. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

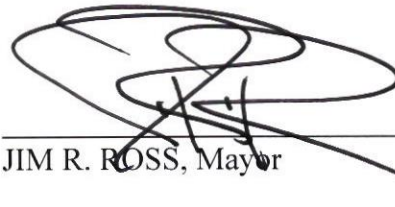
8.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the 14th day of October, 2025, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 4th day of November, 2025, by a vote of 5 ayes, 3 nays, 0 abstentions, at a regular meeting of the City Council of the City of Arlington, Texas.



JIM R. ROSS, Mayor

ATTEST:



ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY 

PD25-12
EXHIBIT "A"

BEING A 1.605 ACRE TRACT OF LAND SITUATED IN THE JOHN HUITT SURVEY, ABSTRACT NO. 703, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3 AND 4, THE REMAINING PORTIONS OF LOTS 5, 6, 7 AND 8, THE WM. M. DUGAN ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 204, PAGE 68, DEED RECORDS, TARRANT COUNTY, TEXAS (DRTCT), AND ALL OF LOT 7-R, DUGAN ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-47, PAGE 170, PLAT RECORDS, TARRANT COUNTY, TEXAS (PRTCT), AND AS DESCRIBED IN THE DEEDS TO SKYWALKER HOLDINGS, LLC, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D222281503, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), ROBIN DEREK LYLE AND JILL RENEE LYLE, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D220001496, OPRTCT, KIRBY D. SMITH, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D216001821, OPRTCT, EN LAS ROCAS RANCH, LLC, AS RECORDED IN AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D221012668, OPRTCT, AND ARLINGTON URBAN MINISTRIES, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D205236246, OPRTCT, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF SAID LOT 7-R, DUGAN ADDITION, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET, A VARIABLE WIDTH RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF SPRUANCE STREET, A 70.00 FOOT WIDE RIGHT-OF-WAY;

THENCE NORTH 89°24'43" EAST, WITH THE NORTH LINE OF SAID DUGAN ADDITION, THE WM. M. DUGAN ADDITION AND THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST SOUTH STREET, A DISTANCE OF 400.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "MILLER 5665" FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, WM. M. DUGAN ADDITION, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET AND THE WEST RIGHT-OF-WAY LINE OF WEEKS AVENUE, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE SOUTH 0°10'07" WEST, WITH THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID WEEKS AVENUE, A DISTANCE OF 175.01 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 1, AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID WEEKS AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF DUGAN STREET, A 70 FOOT WIDE RIGHT-OF-WAY, FROM WHICH A 1/2" IRON PIPE FOUND BEARS SOUTH 29°09'38" WEST, A DISTANCE OF 0.73 FEET;

THENCE SOUTH 89°24'43" WEST, WITH THE SOUTH LINE OF SAID WM. M. DUGAN ADDITION (LOTS 1-8) AND THE NORTH RIGHT-OF-WAY LINE OF SAID DUGAN STREET, A DISTANCE OF 399.19 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" PREVIOUSLY SET AT THE SOUTHWEST CORNER OF SAID LOT 8, AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID DUGAN STREET AND THE EAST RIGHT-OF-WAY LINE OF SAID SPRUANCE STREET;

THENCE NORTH 0°05'39" WEST, WITH THE WEST LINE OF SAID DUGAN ADDITION, THE WM. M. DUGAN ADDITION AND THE EAST RIGHT-OF-WAY LINE OF SAID SPRUANCE STREET, A DISTANCE OF 175.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 69,930 SQUARE FEET OR 1.605 ACRES OF LAND, MORE OR LESS.

BEING the same property generally located south of E. South Street and east of Spruance Street, and physically addressed at 701, 703, 705, 707, 709, 711 and 715 Dugan Street, 302 Weeks Avenue, and 700 and 710 E. South Street.

PD25-12
EXHIBIT “B”

1. The property is zoned as Planned Development (PD) for Downtown Neighborhood Overlay – Residential, Multi-Family-22 (DNO-RMF-22) uses, with a Development Plan allowing for a 99-unit multi-family development at a maximum density of 62 units per acre.
2. No more than a maximum of 15% of the total number of units shall be eligible for a short-term rental permit.
3. Front building setbacks along the four street frontages shall be as generally shown on the Development Plan.
4. The development shall not meet the required 18-foot perimeter streetscape from back of curb from the Unified Development Code (UDC), that would have included a minimum 8-foot-wide strip for street trees and 10-foot-wide sidewalk. Instead, variable width sidewalk and landscape setbacks and street trees shall be provided per the Development Plan.
5. Overhead utility lines along all four street frontages shall be buried underground, unless a public utility provider provides a written, detailed explanation to the City of Arlington advising why the utilities cannot be buried. The owner, or its agents, shall not initiate any action based on financial or other reasons that precludes the burying of the utilities.

Building Design

6. The breakdown of the unit types and their minimum unit sizes are as follows:

Unit Type	Number of Units	Minimum Unit Size
Efficiency/Studio	20	600 sq. ft. (no more than 20% of the units with a minimum 540 sq. ft.)
One-bedroom	72	750 sq. ft. (no more than 10% of units shall be less than required 675 sq. ft.)
Two-bedroom	7	1,130 sq. ft.

7. As shown in the Development Plan, the primary exterior finish for the first floor will be brick masonry. Upper floors will feature stucco and/or cementitious fiberboard, provided that no single elevation contains more than 50% of cementitious fiberboard. Pre-finished corrugated metal panels may be incorporated as accent materials.
8. The maximum allowed building length along E. South Street is 375 feet.

Parking

9. The development shall provide a minimum of 67 covered parking spaces (either as tuck-under or carports) within the site, and a minimum 75 on-street parking spaces

unless some spaces are removed to comply with visibility triangles or utility infrastructure.

- Single-post cantilevered carports are proposed, which will not be required to have a masonry base.
 - Of the 67 covered parking spaces on site, a minimum of five spaces shall be EV-ready.
10. Ten percent (10%) or a minimum of fourteen (14) bicycle parking spaces shall be provided.

Common Open Space and Amenities

11. A minimum of 10% or approximately 7,597 square feet of common open space shall be provided.
12. The following amenities shall be provided on site:
- Open paseos and common/courtyard seating areas
 - Dog Park
 - Artwork in the form of historic signage (or replica thereof) from the Balfour commercial
 - Benches and trash receptacles
 - Tenant lounge
 - Fitness Center

Screening and Fencing

15. A wrought iron fence with landscaping shall be installed and maintained along Dugan Street.
16. The required refuse and recycling facilities shall be tucked under the building in the noted space at the southeast corner of the building, as shown on the plan submitted, which will include a garage door.
17. Private courtyards along E. South Street, Spruance Street and Weeks Avenue shall be provided at entryways to the first-floor apartments.
18. Mechanical equipment shall be screened by measures identified in the UDC.

Maintenance

18. Common Open Space areas shall be maintained per approved plans.
19. Approved landscape plan must be maintained to the design as approved with replacement of dead material required or improved upon as alternative equivalent compliance. The irrigation system and routine trimming of plant material must be maintained to reasonable standard for quality living environment.

20. Cementitious fiber board shall be painted at least every ten years to maintain integrity and ensure a quality appearance.

General

21. Use and development of the property shall comply with the attached Development Plan. Unless specifically referenced herein or the approved Development Plan, all dimensional standards of the base zoning district and the substantive standards of the Unified Development Code shall apply, and the Development Plan shall be modified to conform to easements, rights-of-way, and dedications necessary to provide adequate public facilities. and development of the property must comply with the attached Development Plan.
22. The lease or rental of individual bedrooms within a dwelling unit (commonly referred to as 'renting by the bed') is expressly prohibited. Each dwelling unit shall be leased or rented only in its entirety under one lease agreement. Upon the written request of the Zoning Administrator, the property owner or manager shall certify its compliance with this requirement in a form acceptable to the City of Arlington.
23. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.
24. Exhibit C provides the current trash collection agreement between the developer and Republic Services, which includes valet pick-up service from the property management company and four times trash pick-up service from Republic Services. No dumpsters shall be placed in City ROW for any reason, and even on a temporary basis.

PD25-12
EXHIBIT "C"

DocuSign Envelope ID: F132883A-CFAE-4B97-BD8D-4B840E9E24A3



September 16, 2025

Customer Name: Balfour Flats
Customer Address: 700 E South St.
Arlington, TX, 76015

Dear Mr. Leonoudakis,

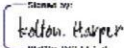
Regarding the future multifamily development located at 700 E South St. and based on the enclosure information, approach information and container information that was provided to Republic Services on the Development Plan dated August 2025, Republic Services will be able to provide service to this address. This Will Serve letter is based on the following assumptions:

- The development plan shows a trash room with a 12' rollup door with an approximate size of 16' wide x 20' deep.
- Republic initially recommends 4 - 4yd dumpsters + 1 - 4yd recycling dumpster.
- Republic suggest servicing the property 4 times per week to start and will adjust based on demand, as necessary.
- For service, Republic will remove the dumpsters from the trash room, empty them, and put them back in the trash room.
- Republic has no issues with access gates or site security, assuming access keys/codes/etc. will be provided to Republic for service.

Please know that if any changes are made, outside of what we have approved, we will need to be notified to ensure we are still able to provide service and Republic Services will not be held liable for any changes not approved by us.

Thank you for your assistance and please reach out should you have any additional concerns or questions.

Regards,


Kolton Harper
Operations Manager

Republic Services 1212 Harrison Ave Arlington, TX 76011
800-874-2351