



Tax Increment Reinvestment Zone #1 Board - Meeting

September 22, 2025 - 12:30 PM

1200 E. Broad St., Mansfield, TX 76063

1. CALL MEETING TO ORDER

2. CITIZEN COMMENTS

Citizens wishing to address the Board on agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Board as they are not able to do so. **THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK.** All comments are limited to five (5) minutes. In order to be recognized during Citizen Comments, please complete a comment card and present it to the Assistant City Secretary prior to the start of the meeting.

3. RECESS INTO EXECUTIVE SESSION

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

- A.** Consultation with City Attorney to Seek Advice About Pending or Contemplated Litigation, a Settlement Offer, or on a Matter in Which the Duty of the City Attorney to the City's Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with Chapter 551 of the Texas Government Code Pursuant to 551.071
- B.** Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072
- C.** Personnel Matters Pursuant to Section 551.074
- D.** Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

4. RECONVENE INTO REGULAR BUSINESS SESSION

5. NEW BUSINESS

Discussion, Consideration, and Possible Action Regarding a Third Amendment to the Economic Development Agreement with Admiral Legacy Investments, LLC

Presenters: Jason Moore, Executive Director of Economic Development

Attachments:

- 1. Third Amendment to Economic Development Agreement - Admiral Legacy Investments, LLC

Discussion, Consideration, and Possible Action Regarding a First Amendment to the TIRZ Reimbursement Agreement with Chisholm Flats, LLC

Presenters: Jason Moore, Executive Director of Economic Development

Attachments:

- 1. First Amendment to TIRZ Agreement - Chisholm Flats

6. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 22, 2025 Tax Increment Reinvestment Zone #1 Board Meeting Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on September 16, 2025 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

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



City of Mansfield Staff Report

Item ID: 25-1249

Agenda Date: September 22, 2025

Title

Discussion, Consideration, and Possible Action Regarding a Third Amendment to the Economic Development Agreement with Admiral Legacy Investments, LLC

Description/History

On January 24, 2023, the City of Mansfield, the Mansfield Economic Development Corporation (MEDC), and Admiral Legacy Investments, LLC entered into an Economic Development Agreement (EDA). Two amendments have since been executed:

- First Amendment (June 2024): Created a TIRZ reimbursement mechanism.
- Second Amendment (August 2024): Assigned temporary and permanent drainage responsibilities to the City/MEDC.

Purpose of the Third Amendment

Delays due to drainage requirements and railroad right-of-way coordination necessitate revisions to the overall timeline of the development. With recent approvals, we can proceed with Phase 1A construction. Therefore, the Third Amendment adjusts timelines, modifies grant schedules, rescinds the First Amendment, expands the MEDC lease commitment, and restructures the rental backstop; thus making the project more financeable for the developer, while reducing cash grants from MEDC. The risk is shifted to the performance-side of the project where the master lease and rental backstop have increased, however, as tenants move into the space, those obligations shift to the tenants. Staff is comfortable with this because with a future announcement of a major sublease that staff has been working on, we do not believe the risk of the master lease and rental backstop will materialize beyond the first few years.

Key Revisions

- Rescinds the First Amendment in full.
- Updates project milestone dates.
- Revises MEDC grant schedule (total not to exceed \$6 million).
- Increases MEDC lease commitment from 50% to 70% of Phase 1A RSF.
- Extends the rental gap backstop to 20 years.
- Replaces TIRZ reimbursement with direct retail incentives.
- Modifies Section 4.4 to allow certification of funds via annual appropriations.

Strategic Initiative

Develop Strong Economy
Focus on the Future

Recommendation

Staff recommends approval.

Funding Source

MEDC

Prepared By

Jason Moore, Executive Director of Economic Development - (817) 728-3651

Exhibit A

THIRD AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Third Amendment to the Economic Development Agreement (this “Third Amendment”) is entered into as of _____, __, 2025, by and between the City of Mansfield, Texas (the “City”), the Mansfield Economic Development Corporation (“MEDC”), the Board of Directors of Tax Reinvestment Zone Number One, City of Mansfield (the “Zone”), and Admiral Legacy Investments, LLC (the “Company”).

RECITALS

WHEREAS, the City, MEDC, Zone, and Company entered into an Economic Development Agreement dated January 24, 2023 (the “Agreement”); and

WHEREAS, the Agreement was amended by a First Amendment dated June 4, 2024, and a Second Amendment dated August 12, 2024; and

WHEREAS, the parties desire to rescind the First Amendment and further amend the Agreement;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged and confessed, the City, MEDC, Zone, and the Company agree as follows:

1. Rescission. The First Amendment to the Agreement is hereby rescinded in its entirety.

2. Amendments to Section 3.4–3.7. Project milestones are amended as follows:

- Commencement of Phase 1A: October 31, 2025
- Phase 1A Building Final: December 31, 2027
- Phase 1A Tenant Finish-Out: August 31, 2028
- Commencement of Phase 1B: October 31, 2027

3. Amendment to Section 4.2. The MEDC grants shall not exceed \$6,000,000, with revised disbursement schedule as follows:

- \$1,000,000 at commencement of construction of Phase 1A;
- \$500,000 quarterly payments for six quarters (total \$3,000,000);
- \$1,500,000 at Phase 1A Building Final.

4. **Amendment to Section 4.4.** Proof of funds shall be satisfied by certification of available current-year funds and evidence of budget appropriations for future years, delivered within fifteen (15) days of written request.

5. **Amendment to Section 5.1.** MEDC shall lease seventy percent (70%) of Phase 1A rentable space for a period not to exceed 10 years.

6. **Amendment to Section 6.2.** The rental gap backstop is revised to extend 20 years per new Exhibit D.

7. **Retail Incentives.** Upon approval of retail tenants by the MEDC Board, MEDC shall provide a \$70/SF tenant improvement allowance for up to 15,000 RSF.

8. **Ratification.** Except as expressly amended herein, the Agreement remains in full force and effect.

9. **Exhibit D - Rental Gap Payments shall be replaced as follows:**

The Calendar Years below shall automatically adjust based on completion of construction of Phase 1A and Phase 2, as applicable.

Lease Backstop Schedule Phase 1A of the Project

CALENDAR YEAR	LEASE YEAR	Rental Gap Guarantee	Base Rent	Lease Backstop (RSF)	Backstop ("Gap") \$/RSF	Rental Gap Payment
2026	Year 0	36.00	26.00	151,563	10.00	\$1,515,630
2027	Year 1	36.63	26.72	151,563	9.92	\$1,502,747
2028	Year 2	37.27	27.45	151,563	9.82	\$1,488,555
2029	Year 3	37.92	28.20	151,563	9.72	\$1,473,001
2030	Year 4	38.59	28.98	151,563	9.61	\$1,456,031
2031	Year 5	38.97	29.78	151,563	9.19	\$1,392,556
2032	Year 6	39.35	30.60	151,563	8.75	\$1,326,321
2033	Year 7	39.73	31.44	151,563	8.30	\$1,257,241
2034	Year 8	40.12	32.30	151,563	7.82	\$1,185,226
2035	Year 9	40.52	33.19	151,563	7.32	\$1,110,186

2036	Year 10	40.91	34.10	151,563	6.81	\$1,032,027
2037	Year 11	41.31	35.04	151,563	6.27	\$950,654
2038	Year 12	41.72	36.00	151,563	5.71	\$865,968
2039	Year 13	42.13	36.99	151,563	5.13	\$777,867
2040	Year 14	42.54	38.01	151,563	4.53	\$686,246
2041	Year 15	42.96	39.06	151,563	3.90	\$590,998
2042	Year 16	43.38	40.13	151,563	3.25	\$492,013
2043	Year 17	43.80	41.23	151,563	2.57	\$389,176
2044	Year 18	44.23	42.37	151,563	1.86	\$282,371
2045	Year 19	44.67	43.53	151,563	1.13	\$171,476

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Economic Development Agreement as of the day and year first above written.

COMPANY

Admiral Legacy Investments, LLC

By: _____
Name: Ese Aihie
Title: _____

CITY

City of Mansfield, Texas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Susan Marin
Title: City Secretary

TIRZ #1 BOARD OF DIRECTORS

By: _____
Name: _____
Title: Board Chair

ATTEST:

By: _____
Name: Susan Marin
Title: City Secretary

MEDC BOARD OF DIRECTORS

By: _____
Name: William Vivoni
Title: Board Vice President

ATTEST:

By: _____
Name: Nicole Zaitoon
Title: Board Secretary

APPROVED AS TO FORM:

By: _____
Name: Victor Flores
Title: City Attorney



**City of Mansfield
Staff Report**

Item ID: 25-1344

Agenda Date: September 22, 2025

Title

Discussion, Consideration, and Possible Action Regarding a First Amendment to the TIRZ Reimbursement Agreement with Chisholm Flats, LLC

Description/History

The proposed amendment refers to the Offsite exhibit in the agreement. Originally, Mathis Road was included in the Off-site project costs. Staff is recommending this be removed and replaced with South Pointe Crossing, per the updated exhibit. There is no change in funding requested. The off-site reimbursement would remain at \$3.5M.

Strategic Initiative

Improve City Wide Mobility

Recommendation

To approve the amendment.

Funding Source

N/A

Prepared By

Jason Moore, Executive Director of Economic Development - (817) 728-3651

**FIRST AMENDMENT TO TAX INCREMENT REINVESTMENT ZONE
REIMBURSEMENT & CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This First Amendment to the Tax Increment Reinvestment Zone Reimbursement & Chapter 380 Economic Development Agreement (the “**First Amendment**”) is entered into by and between the **City of Mansfield, Texas** (the “**City**”), the **Board of Directors of Tax Increment Reinvestment Zone Number One, City of Mansfield** (the “**Board**”), and **Chisholm Flats, LLC**, a Texas limited liability company (the “**Developer**”). The City, the Board, and Developer are individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into that certain Tax Increment Reinvestment Zone Reimbursement & Chapter 380 Economic Development Agreement (the “**Agreement**”), effective as of February 22, 2023; and

WHEREAS, the Agreement included certain exhibits describing the Off-Site and On-Site Infrastructure Improvement Segments; and

WHEREAS, the Parties now desire to amend the Agreement to replace **Exhibit E (Off-Site Roads & Storm Sewer)** and **Exhibit G (On-Site Roads)** with updated exhibits;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AMENDMENT

1. Replacement of Exhibit E.

Exhibit E to the Agreement, entitled “*Off-Site Roads & Storm Sewer*”, is hereby deleted in its entirety and replaced with the revised *Exhibit E – Off-Site Roads, ROWs, Storm Sewer, Pipe Bursting, & Center Median* attached to this First Amendment

2. Replacement of Exhibit G.

Exhibit G to the Agreement, entitled “*On-Site Roads*”, is hereby deleted in its entirety and replaced with the revised *Exhibit G – On-Site Roads & ROW* attached to this First Amendment

3. No Other Amendments.

Except as expressly set forth in this First Amendment, all terms, covenants, and conditions of the Agreement remain unchanged and in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates set forth below.

CITY OF MANSFIELD, TEXAS

By: _____

Name: Joe Smolinski

Title: City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

City Attorney

BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF MANSFIELD

By: _____

Name: Larry Broseh

Title: Chairman

CHISHOLM FLATS, LLC

By: _____

Name: _____

Title: _____

Exhibit E – Off-Site Roads, ROWs, Storm Sewer, Pipe Bursting, & Center Median

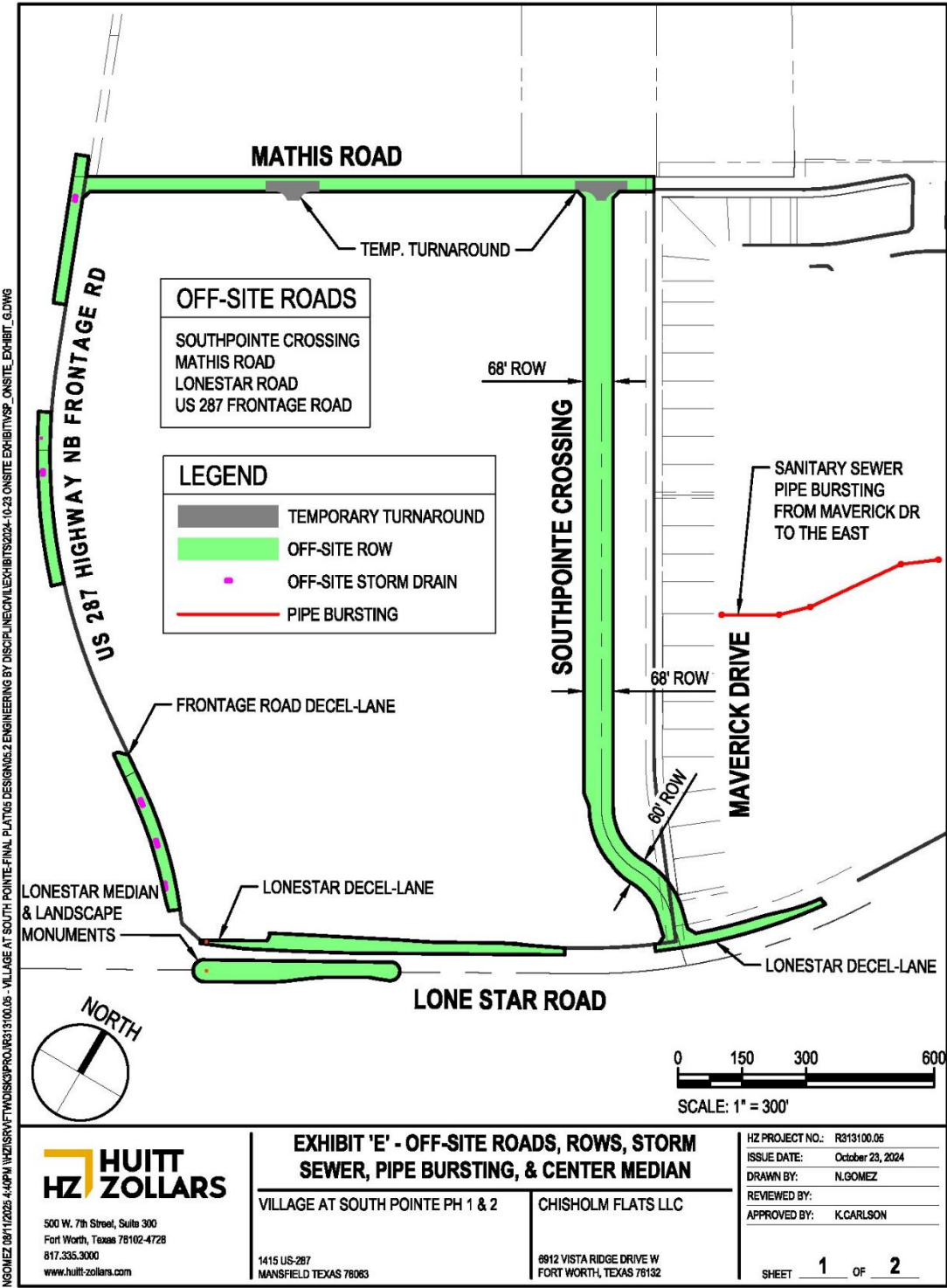


Exhibit G – On-Site Roads & ROW

