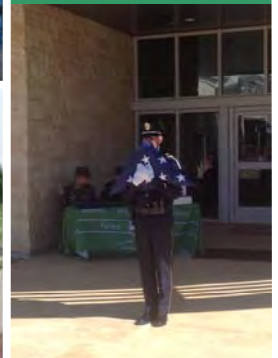
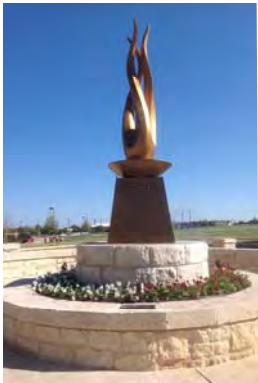




# Community Resource Group



# **BUDGET OVERVIEW**



## **ADOPTED FY 2017-2018 BUDGET**

Section 102.005 of the Texas Local Government Code requires that the following statement be placed on the cover page of the proposed budget:

**THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$455,944, WHICH IS A 7.90% INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$176,891.**

# Town of Fairview

## Fiscal Year 2017-2018

### Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$455,944, which is a 7.90 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$176,891.

The members of the governing body voted on the budget as follows:

**FOR:**

Darion Culbertson, Mayor  
John Adler, Mayor Pro-Tem  
Bill Nicol, Councilmember  
Henry Lessner, Councilmember  
Pam Little, Councilmember  
Paul Hendricks, Councilmember  
Renee Powell, Councilmember

**AGAINST:** n/a

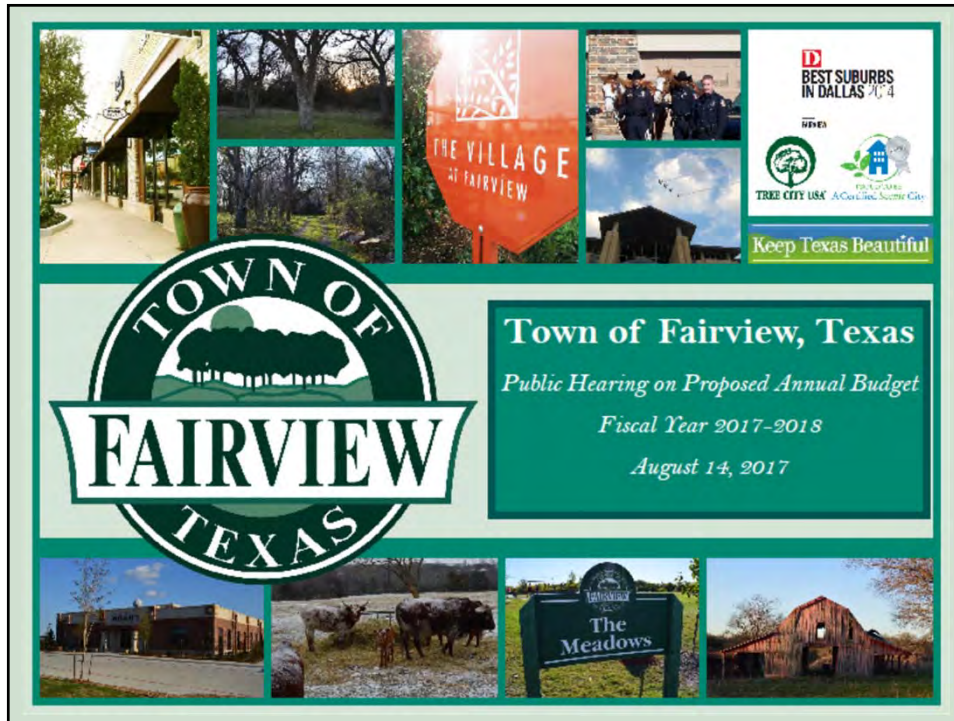
**PRESENT** and not voting:

**ABSENT:** n/a

### Property Tax Rate Comparison

	<b>2017-2018</b>	<b>2016-2017</b>
Property Tax Rate:	\$0.359999/100	\$0.359999/100
Effective Tax Rate:	\$0.340066/100	\$0.336289/100
Effective Maintenance & Operations Tax Rate:	\$0.214268/100	\$0.210978/100
Rollback Tax Rate:	\$0.359999/100	\$0.359999/100
Debt Rate:	\$0.128590/100	\$0.132143/100

Total debt obligation for Town of Fairview secured by property taxes: \$24,735,000



## ECONOMIC PICTURE

### Major Development Activity FY16-17:

Apartments on Hwy 5; 2 Hotels; Capital One; Overture underway; Fairview Youth Theater; Nail Spa; F45 Fitness; Parkside, Chamberlain Place, Oak Meadows, Three Oaks, & Courts at Sloan Creek developments underway

### FY17-18 development that will be completed or under home construction:

Fairview Town Center	Parkside	Wooded Creek
Overture	Oak Meadows	Kingdom Estates
Apple Crossing	Chamberlain Place	Woodland Farms
Courts at Sloan Creek	Harper Landing	Three Oaks

### Historical Residential Building Permits (FY):

2011	2012	2013	2014	2015	2016	2017*
94	129	65	37	24	38	61

### Historical New Construction Values(FY):

2012	2013	2014	2015	2016	2017	2018
\$39,334,195	\$36,247,159	\$48,296,911	\$24,526,448	\$24,265,561	\$36,239,378	\$49,136,570

\*(thru June)

## **COUNCIL PRIORITIES**

1. **Explore opportunities for changes to the Wilson Creek drainage issues.**
2. **Implementation of the Capital Improvement Plan**
3. **Continue to focus on the Commercial Planned Development District (CPDD)**
4. **Completion of the Park & Trail Plan Update**
5. **Improve Town Communication Tools**

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## **BUDGET POLICIES**

1. **Develop a budget based on holding the tax rate at the current level.**
2. **Implement Water & Wastewater rate adjustments as recommended by the water & wastewater rate study.**
3. **Maintain or exceed appropriate fund balances & reserves as required by the Town's financial policies.**
4. **Maintain current pay structure & benefits for employees.**
5. **Recommend appropriate adjustments in staffing along with consideration of resulting impact on service levels, where necessary.**

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## BUDGET PROPOSAL FOR FY 17-18

- Property Tax Rate remains unchanged at \$0.359999/\$100 assessed valuation.
- Water/Wastewater Fund includes revenue increases to cover NTMWD cost increase. Increase in rates of 15% is included as recommended by rate study.
- Fund Balances in General Fund are at 48% and the Water/Wastewater Fund reflects 91 days of working capital.
- Pay Structure for current employees is maintained with an average 3% merit adjustment.
- Public Safety is enhanced with the addition of 4 FTE Staff (3 Full-time Firefighters funded for 9 months AND a Police Patrol Officer (SRO))

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## BUDGET EMPHASIS BASED ON TOWN'S STRATEGIC PLAN

- Infrastructure
  - Planning for the improvement of Fairview Parkway & Frisco Road
  - Initiation of planning for utility infrastructure
  - Reconstruction of East Stacy Road
  - Resurfacing of Orr Road
  - Continued road maintenance plan
- Community Development & Economic Development
  - Update of retail trade area plan
  - Initiation of concept plan for CPDD
  - Evaluation of economic & community development programs
  - Continuation of marketing plan
- Customer Focus/Citizen Communication
  - Upgrade to the Town and EDC website for improved citizen communication

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## BUDGET EMPHASIS BASED ON TOWN'S STRATEGIC PLAN

- Fiscal Responsibility
  - Implementation of the 10 year capital plan with additions of equipment and infrastructure
  - Implementation of TIF revenue to assist in financing capital projects
- Public Safety
  - Expanded fire services by hiring 3 full-time Firefighters and reducing part-time & overtime staffing
  - Addition of police & fire equipment to expand capabilities
  - Increased police services by hiring an additional Patrol Officer to participate in the Lovejoy ISD Student Resource Officer (SRO) program

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## BUDGET HIGHLIGHTS: UTILITY FUND RATES

- Wholesale water rates have increased annually on average of 9% to 10% since 2008. Rates are proposed to increase by 10% in FY17. Other costs continue to impact the utility budget.
- A rate study was completed in FY15-16 to evaluate utility rates for the next several years.
- The proposed Budget includes the recommended 15% utility rate increase to address outside increases and to maintain the future capacity to fund needed capital improvements.

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## BUDGET HIGHLIGHTS – ADD NEW STAFF IN KEY AREAS

- Proposed New Staff (FTE) 6.0
  - Police
    - Police Officer (SRO)
  - Fire
    - 3 Full-time Firefighters (9 months)
  - Water Distribution
    - 2 Maintenance Workers

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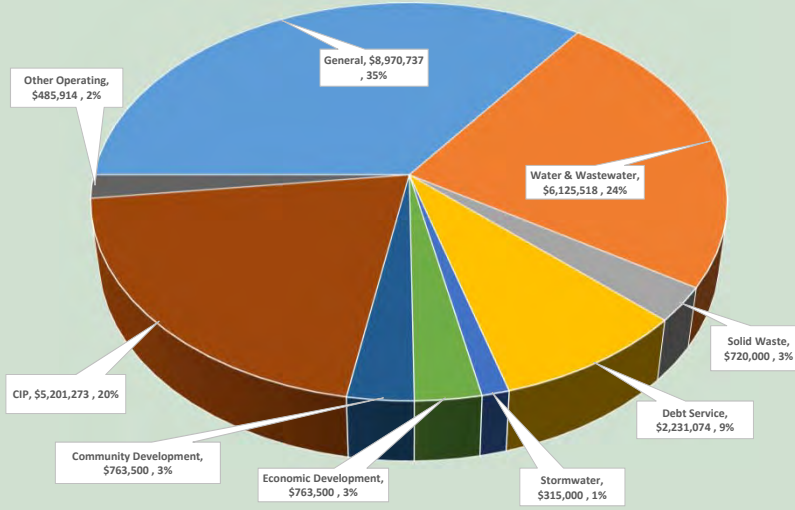
## FY 2017-18: TOTAL REVENUES AND EXPENDITURES (EXPENSES)

Fund Title	Revenues	Expenses
General	\$8,970,737	\$8,967,951
Water & Wastewater	\$6,125,518	\$7,105,963
Solid Waste	\$720,000	\$675,200
Debt Service	\$2,231,074	\$2,222,650
Stormwater	\$315,000	\$511,623
Economic Development	\$763,500	\$761,640
Community Development	\$763,500	\$760,776
CIP	\$5,201,273	\$11,741,344
Other Operating	\$485,914	\$416,167
<b>Subtotal</b>	<b>\$25,576,516</b>	<b>\$33,163,314</b>
Internal Transfers	(1,350,684)	(1,350,684)
<b>Total</b>	<b>\$24,225,832</b>	<b>\$31,812,630</b>

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# FY2017-18 TOTAL REVENUES

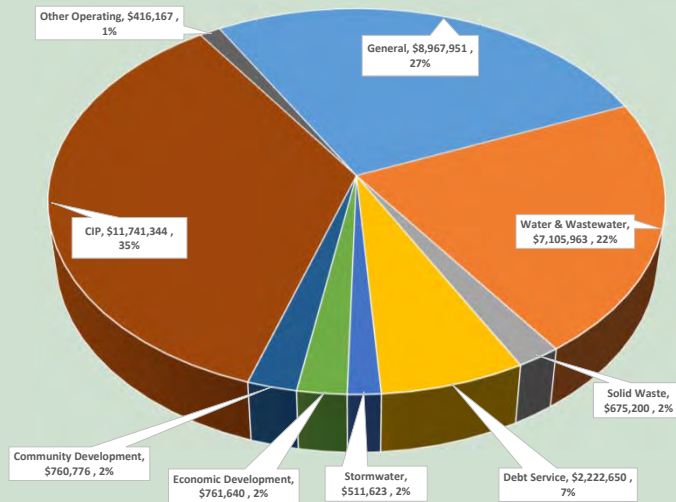
FY 2017-18 Total Revenues \$25,576,516



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# FY2017-18 TOTAL EXPENDITURES

FY 2017-18 Total Expenditures \$33,163,314



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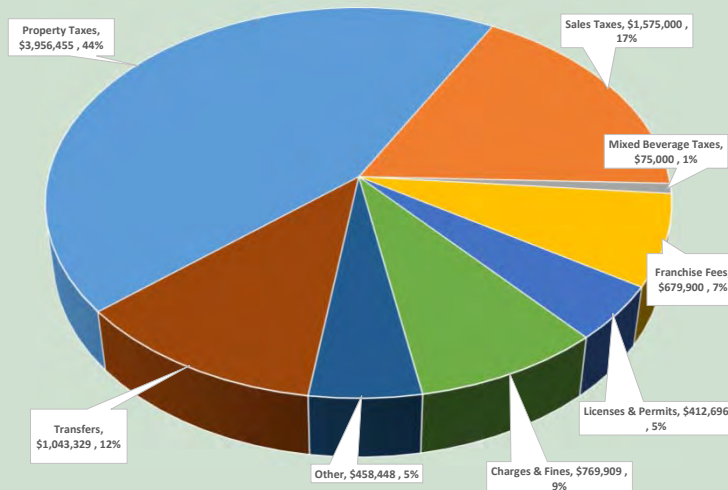
## GENERAL FUND REVENUES

General Fund Revenues	Actual	Revised	EOY Estimate	Proposed	Change-Revised to Proposed	
	FY 2015-16	FY 2016-17	FY 2016-17	FY 2017-18	Amount	Percent
Property Taxes	\$3,331,595	\$3,558,270	\$3,564,245	\$3,956,455	\$398,185	11.19%
Sales Taxes	\$1,626,230	\$1,520,000	\$1,575,000	\$1,575,000	\$55,000	3.62%
Mixed Beverage Taxes	\$82,453	\$75,000	\$75,000	\$75,000	\$0	0.00%
Franchise Fees	\$647,337	\$663,000	\$668,444	\$679,900	\$16,900	2.55%
Licenses & Permits	\$433,595	\$428,675	\$405,984	\$412,696	(\$15,979)	-3.73%
Charges & Fines	\$749,940	\$746,300	\$780,170	\$769,909	\$23,609	3.16%
Other	\$184,640	\$868,451	\$608,518	\$458,448	(\$410,003)	-47.21%
Transfers	\$1,015,100	\$980,100	\$634,350	\$1,043,329	\$63,229	6.45%
<b>Total Revenues</b>	<b>\$8,070,890</b>	<b>\$8,839,796</b>	<b>\$8,311,711</b>	<b>\$8,970,737</b>	<b>\$130,941</b>	<b>1.48%</b>

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## GENERAL FUND REVENUES

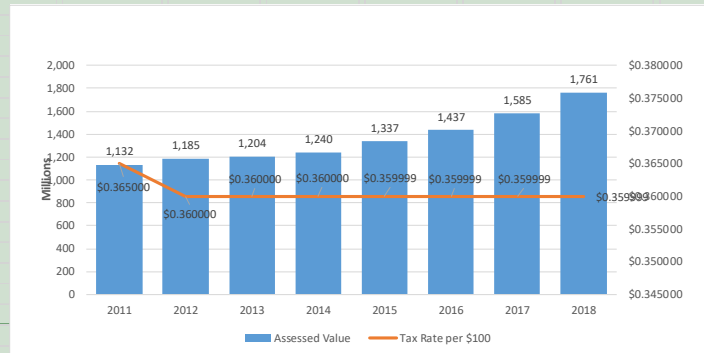
FY 2017-18 General Fund Revenues \$8,970,737



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## PROPERTY VALUES AND TAX RATES

Fiscal Year	Assessed Valuation	Percent of Increase	Average Home Value	M&O Rate per \$100	I&S Rate per \$100	Tax Rate per \$100	Average Property Tax
2010-11	1,131,811,491	7.37%	361,689	0.176163	0.188837	0.365000	1,320.16
2011-12	1,184,928,953	4.69%	359,623	0.183263	0.176737	0.360000	1,294.64
2012-13	1,204,423,017	1.65%	358,227	0.199606	0.160394	0.360000	1,289.62
2013-14	1,240,003,029	2.95%	358,952	0.216291	0.143709	0.360000	1,292.23
2014-15	1,336,949,720	7.82%	393,458	0.221733	0.138266	0.359999	1,416.44
2015-16	1,436,726,297	7.46%	424,559	0.225858	0.134141	0.359999	1,528.41
2016-17	1,585,159,271	10.33%	462,770	0.227856	0.132143	0.359999	1,665.97
2017-18	1,761,451,183	11.12%	493,150	0.231409	0.128590	0.359999	1,775.34



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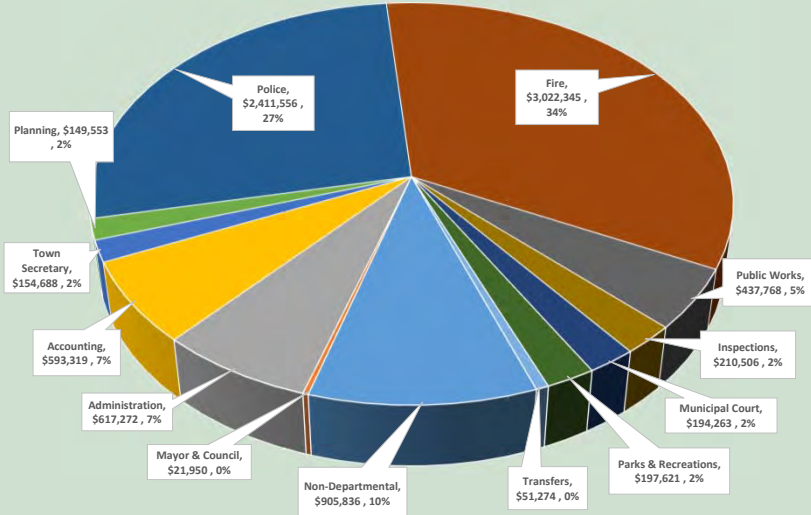
## GENERAL FUND EXPENDITURES

General Fund Expenditures	Actual	Revised	EOY Estimate	Proposed	Change-Revised to Proposed	
	FY 2015-16	FY 2016-17	FY 2016-17	FY 2017-18	Amount	Percent
Non-Departmental	\$770,322	\$1,059,830	\$792,141	\$905,836	(\$153,994)	-14.53%
Mayor & Council	\$16,359	\$21,050	\$20,000	\$21,950	\$900	4.28%
Administration	\$545,593	\$582,322	\$583,891	\$617,272	\$34,950	6.00%
Accounting	\$558,299	\$582,748	\$584,166	\$593,319	\$10,571	1.81%
Town Secretary	\$98,615	\$116,950	\$105,574	\$154,688	\$37,738	32.27%
Planning	\$108,690	\$147,367	\$144,442	\$149,553	\$2,186	1.48%
Police	\$1,655,956	\$2,556,319	\$2,539,500	\$2,411,556	(\$144,763)	-5.66%
Fire	\$2,509,019	\$2,716,905	\$2,953,469	\$3,022,345	\$305,440	11.24%
Public Works	\$265,063	\$582,162	\$583,680	\$437,768	(\$144,394)	-24.80%
Inspections	\$201,775	\$111,573	\$126,138	\$210,506	\$98,933	88.67%
Municipal Court	\$170,292	\$183,546	\$183,638	\$194,263	\$10,717	5.84%
Parks & Recreations	\$151,324	\$237,989	\$189,305	\$197,621	(\$40,368)	-16.96%
Transfers	\$160,490	\$116,520	\$119,464	\$51,274	(\$65,246)	0.00%
<b>Total Expenditures</b>	<b>\$7,211,797</b>	<b>\$9,015,281</b>	<b>\$8,925,408</b>	<b>\$8,967,951</b>	<b>(\$47,330)</b>	<b>-0.52%</b>

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## GENERAL FUND EXPENDITURES

FY 2017-18 General Fund Expenditures \$8,967,951



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## GENERAL FUND BALANCE

General Fund Summary & Fund Balance	Actual FY 2015-16	Revised FY 2016-17	EOY Estimate FY 2016-17	Proposed FY 2017-18
Beginning Fund Balance	\$4,058,948	\$4,918,043	\$4,918,043	\$4,304,346
Total Revenues	\$8,070,890	\$8,839,796	\$8,311,711	\$8,970,737
Total Expenditures	\$7,211,797	\$9,015,281	\$8,925,408	\$8,967,951
Surplus (Deficit)	\$859,093	(\$175,485)	(\$613,697)	\$2,786
Audit Adjustments	\$2			
Unassigned Ending Fund Balance	\$4,918,043	\$4,742,558	\$4,304,346	\$4,307,132
90-Day Expenditure Requirement	\$1,802,949	\$2,253,820	\$2,231,352	\$2,241,988
Percentage of Fund Balance	68%	53%	48%	48%

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## MAJOR BUDGET ITEMS

### General Fund

#### ■ Personnel

- Existing Salaries & Benefits \$ 5,634,668
- 4 New Positions & Expenditures \$ 147,319
- Salary Adjustments – 3% Merit Increases \$ 144,428

#### ■ Capital Items:

- Replacement of 1 Police Patrol Vehicle \$ 85,860
- Replacement of 3 Police handheld radars \$ 10,500
- Replacement of Fire LifePak12 \$ 31,600
- Skag Zero-turn Mower \$ 14,000
- Public Works Equipment Trailer \$ 7,202
- Tow Behind Sweeper \$ 26,234
- Sheep's Foot Packer & Ditch Bucket \$ 3,450

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## WATER RATE STRUCTURE

15% Increase in Water Rate Structure per Water/Sewer Rate Study

Gallons Used	Current	Proposed
<b>Residential</b>		
Base Rate: 0 - 2,000	\$18.62	\$21.41
2,001 - 10,000	\$4.06	\$4.67
10,001 - 20,000	\$5.07	\$5.83
20,001 - 30,000	\$6.34	\$7.29
30,001 - 40,000	\$6.98	\$8.03
40,001 - 50,000	\$7.67	\$8.82
Over 50,000	\$10.18	\$11.71
<b>Residential-Special</b>		
Detached & Attached single family homes in which HOA provides, maintains & manages irrigation of all common areas & exterior lots. Rate Structure for Residential-Special will be same as Residential above except the top-tier is over 40,000 gallons.		
<b>Commercial</b>		
Base Rate: 0 - 1,000	\$22.33	\$25.68
1,001 - 30,000	\$5.08	\$5.84
30,001 - 40,000	\$6.45	\$7.42
Over 40,000	\$10.18	\$11.71

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## WASTEWATER RATE STRUCTURE

15% Increase in Sewer Rate Structure per Water/Sewer Rate Study

Gallons Used	Current	Proposed
<b>Residential</b>		
Base Rate: 0 - 1,000	\$19.34	\$22.24
1,001 - 12,000	\$3.23	\$3.71
<b>Residential w/o Town water service</b>	\$55.69	\$64.04
<b>Commercial</b>		
Base Rate: 0 - 1,000	\$28.77	\$33.09
Each 1,000	\$3.23	\$3.71

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## WATER & WASTEWATER AVERAGE BILL

TOWN OF FAIRVIEW  
AMENDMENT TO THE WATER & SEWER FEE SCHEDULE  
Effective October 1, 2017

**Average Residential Water Usage: 10,000 gallons**

<u>Water Rates</u>	<u>Current Rates</u>	<u>Monthly Cost</u>	<u>15% Increase</u>	
Base Rate up to 2,000 gal	\$18.62	\$ 18.62	\$21.41	\$ 21.41
2,001 - 10,000 gal	\$4.06/1,000	\$ 32.48	\$4.67/1,000	\$ 37.35
		\$ 51.10		\$ 58.77
<b>Monthly Water Increase</b>				\$ 7.67
<u>Sewer Rates</u>	<u>Current Rates</u>	<u>Monthly Cost</u>	<u>15% Increase</u>	
Base Rate up to 1,000 gal	\$19.34	\$ 19.34	\$22.24	\$ 22.24
1,001 - 10,000 gal	\$3.23/1,000	\$ 29.07	\$3.71/1,000	\$ 33.43
		\$ 48.41		\$ 55.67
<b>Monthly Sewer Increase</b>				\$ 7.26
<b>Total Monthly Charges</b>		\$ 99.51	\$ 114.44	
<b>Total Monthly Increase</b>			\$ 14.93	

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## WATER & WASTEWATER FUND REVENUES

Water & Wastewater Fund Revenues	Actual FY 2015-16	Revised FY 2016-17	EOY Estimate FY 2016-17	Proposed FY 2017-18	Change-Revised to Proposed	
					Amount	Percent
Water Sales	\$3,506,030	\$4,000,000	\$4,100,000	\$4,600,000	\$600,000	15.00%
Sewer Charges	\$691,525	\$790,000	\$821,942	\$948,750	\$158,750	20.09%
Lease/Rental Income	\$210,296	\$192,712	\$177,001	\$199,022	\$6,310	3.27%
Miscellaneous Income	\$203,615	\$200,132	\$131,970	\$120,665	(\$79,467)	-39.71%
Interest Income	\$1,551	\$1,500	\$3,300	\$3,500	\$2,000	133.33%
Transfers	\$742,692	\$296,934	\$296,934	\$253,581	(\$43,353)	-14.60%
<b>Total Revenues</b>	<b>\$5,355,709</b>	<b>\$5,481,278</b>	<b>\$5,531,147</b>	<b>\$6,125,518</b>	<b>\$644,240</b>	<b>11.75%</b>

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## WATER & WASTEWATER FUND EXPENSES

Water & Wastewater Fund Expenses	Actual FY 2015-16	Revised FY 2016-17	EOY Estimate FY 2016-17	Proposed FY 2017-18	Change-Revised to Proposed	
					Amount	Percent
Non-Departmental	\$164,170	\$131,155	\$75,076	\$133,780	\$2,625	2.00%
Water Distribution	\$2,912,721	\$3,329,117	\$3,319,853	\$3,652,948	\$323,831	9.73%
Utility Billing	\$192,774	\$201,195	\$197,993	\$132,795	(\$68,400)	-34.00%
Wastewater	\$808,868	\$848,075	\$842,145	\$858,829	\$10,754	1.27%
Transfers	\$544,370	\$543,650	\$597,900	\$655,000	\$111,350	0.00%
<b>Subtotal Expenses</b>	<b>\$4,622,903</b>	<b>\$5,053,192</b>	<b>\$5,032,967</b>	<b>\$5,433,352</b>	<b>\$380,160</b>	<b>7.52%</b>
Plus:						
Depreciation	\$532,669	\$550,000	\$550,000	\$600,000	\$50,000	9.09%
Debt Principal Payments	\$0	\$927,642	\$897,654	\$920,976	(\$6,666)	0.00%
Debt Interest Payments	\$228,526	\$205,689	\$179,360	\$151,635	(\$54,054)	-26.28%
<b>Total Expenses</b>	<b>\$5,384,098</b>	<b>\$6,736,523</b>	<b>\$6,659,981</b>	<b>\$7,105,963</b>	<b>\$369,440</b>	<b>5.48%</b>

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## WATER & WASTEWATER FUND CASH & INVESTMENTS

Water & Wastewater Fund Cash & Investments Balance	Actual FY 2015-16	Revised FY 2016-17	EOY Estimate FY 2016-17	Proposed FY 2017-18
Beginning Cash & Investments	\$2,818,031	\$2,602,293	\$2,602,293	\$2,023,459
Total Revenues	\$5,355,709	\$5,481,278	\$5,531,147	\$6,125,518
Total Expenses	\$5,384,098	\$6,736,523	\$6,659,981	\$7,105,963
Net Income (Loss)	(\$28,389)	(\$1,255,245)	(\$1,128,834)	(\$980,445)
Non-Cash Adjustments	(\$187,349)	\$550,000	\$550,000	\$600,000
Ending Cash & Investments	\$2,602,293	\$1,897,048	\$2,023,459	\$1,643,014
60 Days Cash Expenses	\$928,575	\$1,031,087	\$1,018,330	\$1,084,327
Excess	\$1,673,719	\$865,961	\$1,005,129	\$558,687
Number Days Excess	108	50	59	31

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## MAJOR BUDGET ITEMS

### Water and Wastewater Fund

■ Water Purchase	\$ 2,512,505
■ Wastewater Contract	\$ 766,972
■ Debt Service	\$ 1,072,611
■ Existing Salaries & Benefits	\$ 733,076
■ Salary Adjustments - Merit Increases	\$ 17,402
■ 2 New Positions & Expenses	\$ 99,346
■ Capital Items:	
□ Replacement of Ford F150	\$ 30,000
□ 2 Portable Parallel Analyzers	\$ 6,800
□ Fire Hydrant Installation	\$ 42,000
□ Utiliguard Line Location Device	\$ 3,770

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## OTHER OPERATING FUNDS

Other Operating Funds	Fund Balance 10/1/2017	FY 2017-18 Revenues	FY 2017-18 Expenditures	Adjustments	Fund Balance 9/30/2018
Solid Waste	\$58,591	\$720,000	\$675,200	\$0	\$103,391
Debt Service	239,179	2,231,074	2,222,650	0	247,603
Stormwater	894,805	315,000	511,623	5,043	703,225
Economic Development	961,467	763,500	761,640	0	963,327
Community Development	1,027,129	763,500	760,776	0	1,029,853
Court	191,579	21,000	3,100	0	209,479
Technology	63,569	53,774	103,774	0	13,569
Fire Donation	40,522	33,000	32,144	0	41,378
Hotel / Motel	0	277,200	277,149	0	51
Fairview TIRZ #1	44,741	100,940	0	0	145,681

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## TRASH RATE STRUCTURE

3% Increase in Garbage Rate Structure per Contract

Republic Services Trash Services	Current	Proposed
<b>Residential</b>		
Regular Trash Collection Services	\$10.25	\$10.56
Senior Trash Collection Services	\$9.00	\$9.27
Carry Out - Handicapped Services	\$10.25	\$10.56
Carry Out - Non-Handicapped Services	\$20.75	\$21.37
Recycling Services	\$3.95	\$4.07
Brush/bulk Services	\$1.75	\$1.80
Town Administrative Fee	\$1.75	\$1.75
Extra Cart	\$6.32	\$6.51
<b>Monthly Garbage Bill</b>	\$17.70	\$18.18
<b>Monthly Senior Garbage Bill</b>	\$16.45	\$16.89
<b>Monthly Handicapped Garbage Bill</b>	\$17.70	\$18.18
<b>Monthly Non-Handicapped Garbage Bill</b>	\$28.20	\$28.99

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## FUNDED SUPPLEMENTAL ITEMS

Fund	Requested	Funded	Unfunded
General	\$1,088,094	\$367,071	\$721,023
Water & Wastewater	143,318	143,318	0
Stormwater	4,663	4,663	0
Economic Development	30,027	30,027	0
Community Development	30,027	30,027	0
<b>Total</b>	<b>\$1,296,129</b>	<b>\$575,106</b>	<b>\$721,023</b>

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## BUDGET ADOPTION SCHEDULE

- Public Hearing #1 on Tax Rate
  - Monday, August 14 (6:00 p.m.)
- Discussion of Budget
  - Monday, August 21 (6:00 p.m.)
- Public Hearing #2 on Tax Rate
  - Monday, August 21 (6:00 p.m.)
- Budget & Tax Rate Adoption
  - Tuesday, September 5 (7:30 p.m.)

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EXHIBIT "A"

	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>10 - GENERAL FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	4,058,948	4,918,043	4,918,043	4,304,346
<b>REVENUE SUMMARY</b>				
TAXES	5,687,615	5,816,270	5,882,689	6,286,355
LICENSES & PERMITS	433,595	428,675	405,984	412,696
CHARGES FOR SERVICES	320,105	304,550	332,936	319,475
FINES & FORFEITURES	415,386	415,750	432,950	436,434
MISCELLANEOUS REVENUE	169,923	864,451	584,802	432,448
FISCAL REVENUE	1,044,266	1,010,100	672,350	1,083,329
<b>TOTAL REVENUES</b>	<b>8,070,892</b>	<b>8,839,796</b>	<b>8,311,711</b>	<b>8,970,737</b>
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	930,812	1,176,350	911,605	957,110
MAYOR & COUNCIL	16,359	21,050	20,000	21,950
ADMINISTRATION	545,593	582,322	583,891	617,272
ACCOUNTING	558,299	582,748	584,166	593,319
TOWN SECRETARY	98,615	116,950	105,574	154,688
PLANNING	108,690	147,367	144,442	149,553
POLICE	1,655,956	2,556,319	2,539,500	2,411,556
FIRE DEPARTMENT	2,509,019	2,716,905	2,953,469	3,022,345
PUBLIC WORKS	265,063	582,162	583,680	437,768
INSPECTIONS	201,775	111,573	126,138	210,506
MUNICIPAL COURT	170,292	183,546	183,638	194,263
PARKS & RECREATION	151,324	237,989	189,305	197,621
<b>TOTAL EXPENDITURES</b>	<b>7,211,797</b>	<b>9,015,281</b>	<b>8,925,408</b>	<b>8,967,951</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>859,095</b>	<b>(175,485)</b>	<b>(613,697)</b>	<b>2,786</b>
<b>ADJUSTMENTS</b>				
<b>COMMITTED FUND BALANCE (&gt;50% FUND BALANCE)</b>				
<b>ENDING FUND BALANCE</b>	<b>4,918,043</b>	<b>4,742,558</b>	<b>4,304,346</b>	<b>4,307,132</b>



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
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**20-WATER & WASTEWATER FUND  
FINANCIAL SUMMARY**

<b>BEGINNING FUND BALANCE</b>	<b>2,818,031</b>	<b>2,602,293</b>	<b>2,602,293</b>	<b>2,023,459</b>
<b>REVENUE SUMMARY</b>				
MISCELLANEOUS REVENUES	110,043	100,000	42,467	38,000
ENTERPRISE REVENUES	4,453,796	5,016,212	5,141,683	5,785,772
FISCAL REVENUE	791,869	365,066	346,997	301,746
<b>TOTAL REVENUES</b>	<b>5,355,708</b>	<b>5,481,278</b>	<b>5,531,147</b>	<b>6,125,518</b>
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	937,066	1,808,136	1,749,990	1,861,391
WATER DISTRIBUTION	2,912,721	3,329,117	3,319,853	3,652,948
UTILITY BILLING	192,774	201,195	197,993	132,795
WASTEWATER	1,341,537	1,398,075	1,392,145	1,458,829
<b>TOTAL EXPENDITURES</b>	<b>5,384,098</b>	<b>6,736,523</b>	<b>6,659,981</b>	<b>7,105,963</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>(28,390)</b>	<b>(1,255,245)</b>	<b>(1,128,834)</b>	<b>(980,445)</b>
<b>CASH ADJUSTEMENTS</b>	<b>(187,348)</b>	<b>550,000</b>	<b>550,000</b>	<b>600,000</b>
<b>ENDING FUND BALANCE</b>	<b>2,602,293</b>	<b>1,897,048</b>	<b>2,023,459</b>	<b>1,643,014</b>

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>25-SOLID WASTE FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	2,055	12,091	12,091	58,591
<b>REVENUE SUMMARY</b>				
CHARGES FOR SERVICES	625,601	655,000	696,500	720,000
TOTAL REVENUES	625,601	655,000	696,500	720,000
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	616,171	655,200	650,000	675,200
TOTAL EXPENDITURES	616,171	655,200	650,000	675,200
REVENUES OVER/(UNDER) EXPENDITURES	9,429	(200)	46,500	44,800
AUDIT ADJUSTMENTS	607			
<b>ENDING FUND BALANCE</b>	<b>12,091</b>	<b>11,891</b>	<b>58,591</b>	<b>103,391</b>

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
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**30-DEBT SERVICE  
FINANCIAL SUMMARY**

<b>BEGINNING FUND BALANCE</b>	<b>503,596</b>	<b>176,325</b>	<b>176,325</b>	<b>239,179</b>
<b>REVENUE SUMMARY</b>				
TAXES	1,997,931	2,082,058	2,097,238	2,231,074
MISCELLANEOUS REVENUE	1,518,887	220,490	55,123	-
<b>TOTAL REVENUES</b>	<b>3,516,818</b>	<b>2,302,548</b>	<b>2,152,361</b>	<b>2,231,074</b>
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	3,844,088	2,302,548	2,089,507	2,222,650
<b>TOTAL EXPENDITURES</b>	<b>3,844,088</b>	<b>2,302,548</b>	<b>2,089,507</b>	<b>2,222,650</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>(327,271)</b>	<b>-</b>	<b>62,854</b>	<b>8,424</b>
<b>AUDIT ADJUSTMENTS</b>				
<b>ENDING FUND BALANCE</b>	<b>176,325</b>	<b>176,325</b>	<b>239,179</b>	<b>247,603</b>

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>40-CAPITAL PROJECTS FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	1,173,145	1,420,429	1,420,429	360,730
<b>REVENUE SUMMARY</b>				
FISCAL REVENUE	2,595,098	5	2,702,719	5,000
TOTAL REVENUES	2,595,098	5	2,702,719	5,000
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	2,347,814	1,700,500	3,762,418	200,000
TOTAL EXPENDITURES	2,347,814	1,700,500	3,762,418	200,000
REVENUES OVER/(UNDER) EXPENDITURES	247,284	(1,700,495)	(1,059,699)	(195,000)
AUDIT ADJUSTMENTS				
ENDING FUND BALANCE	1,420,429	(280,066)	360,730	165,730

EXHIBIT "A"





	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>41-UTILITY CONSTRUCTION FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	24,076	617,173	617,173	924,297
<b>REVENUE SUMMARY</b>				
CHARGES FOR SERVICES	177,785	73,531	58,824	88,236
FISCAL REVENUE	548,637	4,126,500	451,500	3,675,000
<b>TOTAL REVENUES</b>	726,422	4,200,031	510,324	3,763,236
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	18,860	4,701,500	203,200	4,547,550
<b>TOTAL EXPENDITURES</b>	18,860	4,701,500	203,200	4,547,550
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	707,562	(501,469)	307,124	(784,314)
<b>AUDIT ADJUSTMENTS</b>	(114,465)			
<b>ENDING FUND BALANCE</b>	617,173	115,704	924,297	139,983

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
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**42-ROADWAY IMPACT FEE FUND  
FINANCIAL SUMMARY**

<b>BEGINNING FUND BALANCE</b>	294,541	673,503	673,503	822,720
<b>REVENUE SUMMARY</b>				
CHARGES FOR SERVICES	378,962	426,000	227,967	235,438
TOTAL REVENUES	378,962	426,000	227,967	235,438
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	-	78,750	78,750	-
TOTAL EXPENDITURES	-	78,750	78,750	-
REVENUES OVER/(UNDER) EXPENDITURES	378,962	347,250	149,217	235,438
AUDIT ADJUSTMENTS				
<b>ENDING FUND BALANCE</b>	<b>673,503</b>	<b>1,020,753</b>	<b>822,720</b>	<b>1,058,158</b>

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>43-STREET CONSTRUCTION FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	719,129	3,722,579	3,722,579	6,742,375
<b>REVENUE SUMMARY</b>				
FISCAL REVENUE	4,376,584	2,922,725	3,665,250	10,000
TOTAL REVENUES	4,376,584	2,922,725	3,665,250	10,000
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	1,373,134	7,323,671	645,454	6,052,794
TOTAL EXPENDITURES	1,373,134	7,323,671	645,454	6,052,794
REVENUES OVER/(UNDER) EXPENDITURES	3,003,450	(4,400,946)	3,019,796	(6,042,794)
AUDIT ADJUSTMENTS				
ENDING FUND BALANCE	3,722,579	(678,367)	6,742,375	699,581

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>44-PARK CONSTRUCTION FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	203,584	307,330	307,330	467,847
<b>REVENUE SUMMARY</b>				
FISCAL REVENUE	1,640,814	654,114	385,706	831,365
TOTAL REVENUES	1,640,814	654,114	385,706	831,365
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	1,537,068	877,500	225,189	941,000
TOTAL EXPENDITURES	1,537,068	877,500	225,189	941,000
REVENUES OVER/(UNDER) EXPENDITURES	103,746	(223,386)	160,517	(109,635)
AUDIT ADJUSTMENTS				
<b>ENDING FUND BALANCE</b>	307,330	83,944	467,847	358,212

EXHIBIT "A"



FY 15-16  
 ACTUAL
     
 FY 16-17 REVISED  
 BUDGET
     
 FY 16-17 END-OF-  
 YEAR ESTIMATE
     
 FY 17-18  
 ADOPTED  
 BUDGET

**45-UTILITY IMPACT FEE FUND  
 FINANCIAL SUMMARY**

	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>BEGINNING FUND BALANCE</b>	432,947	181,784	181,784	145,606
<b>REVENUE SUMMARY</b>				
CHARGES FOR SERVICES	297,474	705,000	415,322	356,234
<b>TOTAL REVENUES</b>	297,474	705,000	415,322	356,234
<b>EXPENDITURE SUMMARY</b>				
NON-DEPARTMENTAL	548,637	451,500	451,500	-
<b>TOTAL EXPENDITURES</b>	548,637	451,500	451,500	-
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	(251,163)	253,500	(36,178)	356,234
AUDIT ADJUSTMENTS	-	-	-	-
<b>ENDING FUND BALANCE</b>	181,784	435,284	145,606	501,840

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>50-STORMWATER FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	<b>1,039,759</b>	<b>891,018</b>	<b>891,018</b>	<b>894,805</b>
<b>REVENUE SUMMARY</b>				
ENTERPRISE REVENUES	308,127	295,000	312,000	315,000
<b>TOTAL REVENUES</b>	<b>308,127</b>	<b>295,000</b>	<b>312,000</b>	<b>315,000</b>
<b>EXPENDITURE SUMMARY</b>				
STORMWATER DEPT	423,017	509,547	313,256	511,623
<b>TOTAL EXPENDITURES</b>	<b>423,017</b>	<b>509,547</b>	<b>313,256</b>	<b>511,623</b>
REVENUES OVER/(UNDER) EXPENDITURES	(114,890)	(214,547)	(1,256)	(196,623)
AUDIT ADJUSTMENTS	(33,851)	5,043	5,043	5,043
<b>ENDING FUND BALANCE</b>	<b>891,018</b>	<b>681,514</b>	<b>894,805</b>	<b>703,225</b>

EXHIBIT "A"



FY 15-16  
 ACTUAL

FY 16-17 REVISED  
 BUDGET

FY 16-17 END-OF-  
 YEAR ESTIMATE

FY 17-18  
 ADOPTED  
 BUDGET

**60-ECONOMIC DEVELOPMENT  
FINANCIAL SUMMARY**

	1,037,085	1,099,924	1,099,924	961,467
<b>BEGINNING FUND BALANCE</b>				
<b>REVENUE SUMMARY</b>				
TAXES	813,115	760,000	760,000	760,000
FISCAL REVENUE	2,663	2,200	4,500	3,500
TOTAL REVENUES	815,778	762,200	764,500	763,500
<b>EXPENDITURE SUMMARY</b>				
ECONOMIC DEVELOPMENT	752,940	861,317	902,957	761,640
TOTAL EXPENDITURES	752,940	861,317	902,957	761,640
REVENUES OVER/(UNDER) EXPENDITURES	62,838	(99,117)	(138,457)	1,860
AUDIT ADJUSTMENTS	1			
<b>ENDING FUND BALANCE</b>	1,099,924	1,000,807	961,467	963,327

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>70-COMMUNITY DEVELOPMENT FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	874,439	1,004,867	1,004,867	1,027,129
<b>REVENUE SUMMARY</b>				
TAXES	813,115	760,000	760,000	760,000
MISCELLANEOUS	100	-	-	-
FISCAL REVENUE	2,336	2,000	4,500	3,500
<b>TOTAL REVENUES</b>	815,551	762,000	764,500	763,500
<b>EXPENDITURE SUMMARY</b>				
COMMUNITY DEVELOPMENT	685,123	719,287	742,238	760,776
<b>TOTAL EXPENDITURES</b>	685,123	719,287	742,238	760,776
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	130,428	42,713	22,262	2,724
<b>AUDIT ADJUSTMENTS</b>				
<b>ENDING FUND BALANCE</b>	1,004,867	1,047,580	1,027,129	1,029,853

EXHIBIT "A"





	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>80-COURT FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	156,245	174,579	174,579	191,579
<b>REVENUE SUMMARY</b>				
FINES & FORFEITURES	21,099	22,000	21,000	21,000
<b>TOTAL REVENUES</b>	21,099	22,000	21,000	21,000
<b>EXPENDITURE SUMMARY</b>				
COURT FUND	2,765	6,220	4,000	3,100
<b>TOTAL EXPENDITURES</b>	2,765	6,220	4,000	3,100
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	18,334	15,780	17,000	17,900
<b>AUDIT ADJUSTMENTS</b>				
<b>ENDING FUND BALANCE</b>	174,579	190,359	191,579	209,479

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>81-TECHNOLOGY FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	62,568	95,923	95,923	63,569
<b>REVENUE SUMMARY</b>				
FISCAL REVENUE	177,278	124,170	127,114	53,774
<b>TOTAL REVENUES</b>	177,278	124,170	127,114	53,774
<b>EXPENDITURE SUMMARY</b>				
TECHNOLOGY FUND	143,923	164,874	159,468	103,774
<b>TOTAL EXPENDITURES</b>	143,923	164,874	159,468	103,774
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	33,355	(40,704)	(32,354)	(50,000)
<b>ENDING FUND BALANCE</b>	95,923	55,219	63,569	13,569

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>82-FIRE DONATION FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	<b>40,908</b>	<b>34,159</b>	<b>34,159</b>	<b>40,522</b>
<b>REVENUE SUMMARY</b>				
FISCAL REVENUE	34,990	33,000	33,000	33,000
TOTAL REVENUES	34,990	33,000	33,000	33,000
<b>EXPENDITURE SUMMARY</b>				
FIRE EQUIPMENT	41,739	31,500	26,637	32,144
TOTAL EXPENDITURES	41,739	31,500	26,637	32,144
REVENUES OVER(UNDER) EXPENDITURES	(6,749)	1,500	6,363	856
<b>ENDING FUND BALANCE</b>	<b>34,159</b>	<b>35,659</b>	<b>40,522</b>	<b>41,378</b>

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>83-HOTEL/MOTEL FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	-	-	-	-
<b>REVENUE SUMMARY</b>				
TAXES	-	200,000	-	277,200
MISCELLANEOUS REVENUE	-	-	-	-
<b>TOTAL REVENUES</b>	-	200,000	-	277,200
<b>EXPENDITURE SUMMARY</b>				
ACCOUNTING	-	-	-	277,149
<b>TOTAL EXPENDITURES</b>	-	-	-	277,149
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	-	200,000	-	51
<b>ENDING FUND BALANCE</b>	-	200,000	-	51

EXHIBIT "A"



	FY 15-16 ACTUAL	FY 16-17 REVISED BUDGET	FY 16-17 END-OF- YEAR ESTIMATE	FY 17-18 ADOPTED BUDGET
<b>84-FAIRVIEW TAX REINVESTMENT ZONE (TIF) FUND FINANCIAL SUMMARY</b>				
<b>BEGINNING FUND BALANCE</b>	-	-	-	44,741
<b>REVENUE SUMMARY</b>				
TAXES	-	48,695	44,741	100,940
MISCELLANEOUS REVENUE	-	-	-	-
FISCAL REVENUE	-	-	-	-
TRANSFER	-	-	-	-
<b>TOTAL REVENUES</b>	-	48,695	44,741	100,940
<b>EXPENDITURE SUMMARY</b>				
ACCOUNTING	-	-	-	-
<b>TOTAL EXPENDITURES</b>	-	-	-	-
<b>REVENUES OVER(UNDER) EXPENDITURES</b>	-	48,695	44,741	100,940
<b>ENDING FUND BALANCE</b>	-	48,695	44,741	145,681

EXHIBIT "A"

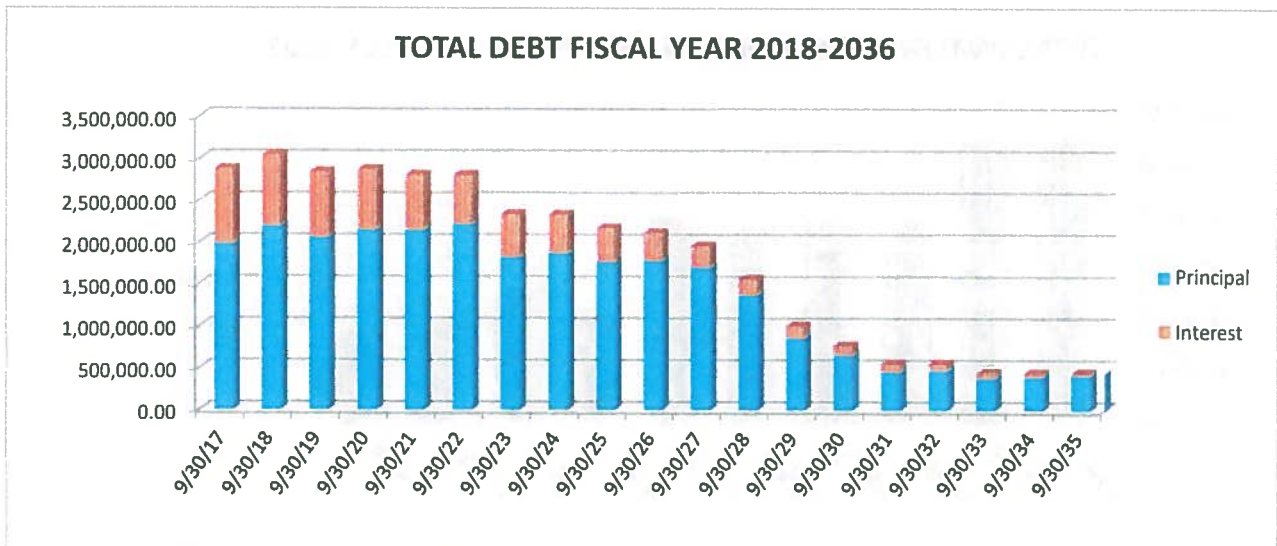
# **LONG TERM DEBT**

**DEBT SERVICE**

<b>Fairview Debt Issues</b>	<b>Original Issue</b>	<b>Current Balance</b>	<b>Specific Projects Balance</b>
<b>CO Series 2007</b>			
Comb Tax & Revenue	\$ 3,060,000	\$ 1,150,000	
For: Water, Sewer, Streets & Parks			
<b>GO Series 2007</b>			<b>Fire Station #2</b>
Comb Tax & Revenue	\$ 2,830,000	\$ 1,065,000	\$ 1,065,000
For: New Fire Station			\$ 711,250 25% of 2016 GO Refunding
			\$ 1,776,250
<b>CO Series 2008</b>			<b>Town Hall</b>
Comb Tax & Revenue	\$ 3,435,000	\$ 2,375,000	\$ 2,375,000
For: New Town Hall (\$3,200,000), Streets (\$235,000)			\$ 2,402,500 77.5% of 2010 CO's
			\$ 4,777,500
<b>Series 2009</b>			
General Obligation Refunding Bonds	\$ 3,740,000	\$ 960,000	
For: refund Series 1998 (water & sewer)			
<b>CO Series 2009</b>			
Comb Tax & Revenue	\$ 3,300,000	\$ 2,395,000	
For: Streets - Stacy Rd			
<b>CO Series 2010</b>			
Comb Tax & Revenue	\$ 3,100,000	\$ 2,360,000	
For: New Town Hall (\$2,400,000) & Fire Truck (\$700,000)			
<b>Series 2012</b>			
General Obligation Refunding Bonds	\$ 2,325,000	\$ 1,740,000	
For: refund Series 2002/Water & Sewer			
<b>CO Series 2012A</b>			
Comb Tax & Revenue	\$ 1,665,000	\$ 1,395,000	
For: Street Repairs			
<b>CO Series 2012B</b>			
Comb Tax & Revenue	\$ 3,065,000	\$ -	
For: Conference Center-Noah's - paid off in 2017			
<b>CO Series 2013</b>			
Comb Tax & Revenue	\$ 3,565,000	\$ 2,950,000	
For: Street Repairs			
<b>Series 2013</b>			
General Obligation Refunding Bonds	1,760,000	\$ 1,575,000	
For: refund CO Series 2004/Water			
refund CO Series 2005/Parks,Streets & Drainage			
refund CO Series 2004/water			
<b>Series 2016</b>			
General Obligation Refunding Bonds	2,845,000	\$ 2,845,000	
For: refund CO Series 2006/Water,Parks,Streets			
Partial refund CO Series 2007			
Partial refund GO Series 2007 for fire station			
<b>CO Series 2016</b>			
Comb Tax & Revenue	5,840,000	\$ 5,840,000	
For: Fire truck, street improvements,FVPKWY,land			
<b>Short Term Notes</b>			
		\$ 306,452	
		\$ 316,188	
<b>Total Debt</b>		\$ 27,272,640	

**Town of Fairview  
Debt Schedule - ALL DEBT**

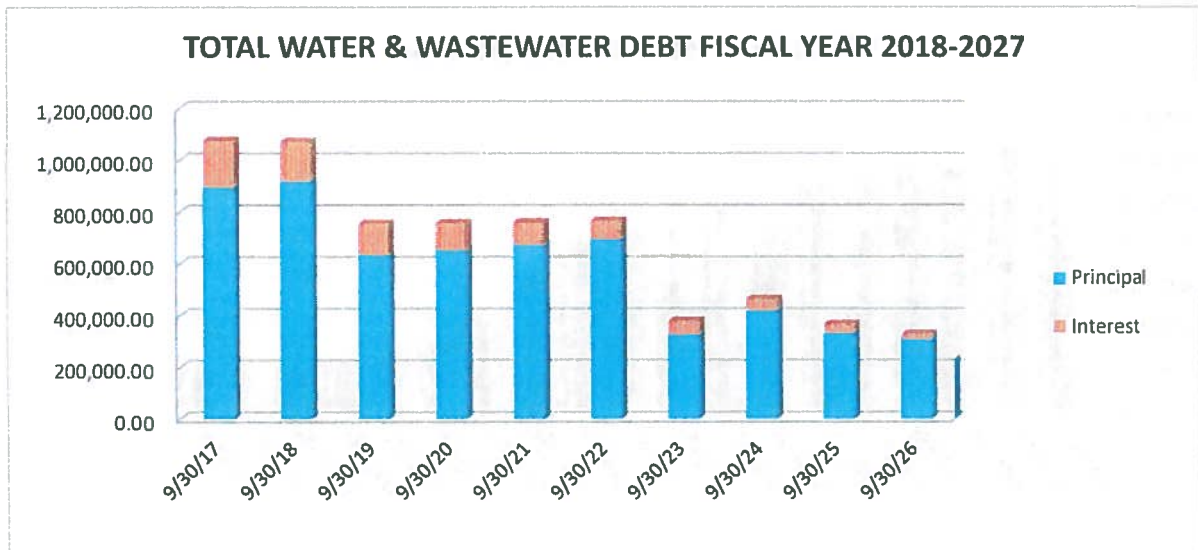
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
9/30/2017	1,989,753.93	891,917.39	2,881,671.32
9/30/2018	2,201,640.95	850,538.82	3,052,179.77
9/30/2019	2,069,148.77	777,208.50	2,846,357.27
9/30/2020	2,161,703.28	716,411.63	2,878,114.91
9/30/2021	2,159,525.59	652,194.43	2,811,720.02
9/30/2022	2,225,867.72	585,770.05	2,811,637.77
9/30/2023	1,830,000.00	516,895.00	2,346,895.00
9/30/2024	1,880,000.00	461,167.50	2,341,167.50
9/30/2025	1,774,999.99	402,392.50	2,177,392.49
9/30/2026	1,790,000.00	331,957.50	2,121,957.50
9/30/2027	1,705,000.00	258,943.75	1,963,943.75
9/30/2028	1,380,000.00	189,008.75	1,569,008.75
9/30/2029	865,000.00	143,720.00	1,008,720.00
9/30/2030	660,000.00	113,750.00	773,750.00
9/30/2031	460,000.00	92,375.00	552,375.00
9/30/2032	480,000.00	74,650.00	554,650.00
9/30/2033	385,000.00	57,900.00	442,900.00
9/30/2034	400,000.00	42,200.00	442,200.00
9/30/2035	420,000.00	25,800.00	445,800.00
9/30/2036	435,000.00	8,700.00	443,700.00
	<u>27,272,640.23</u>	<u>7,193,500.82</u>	<u>34,466,141.05</u>





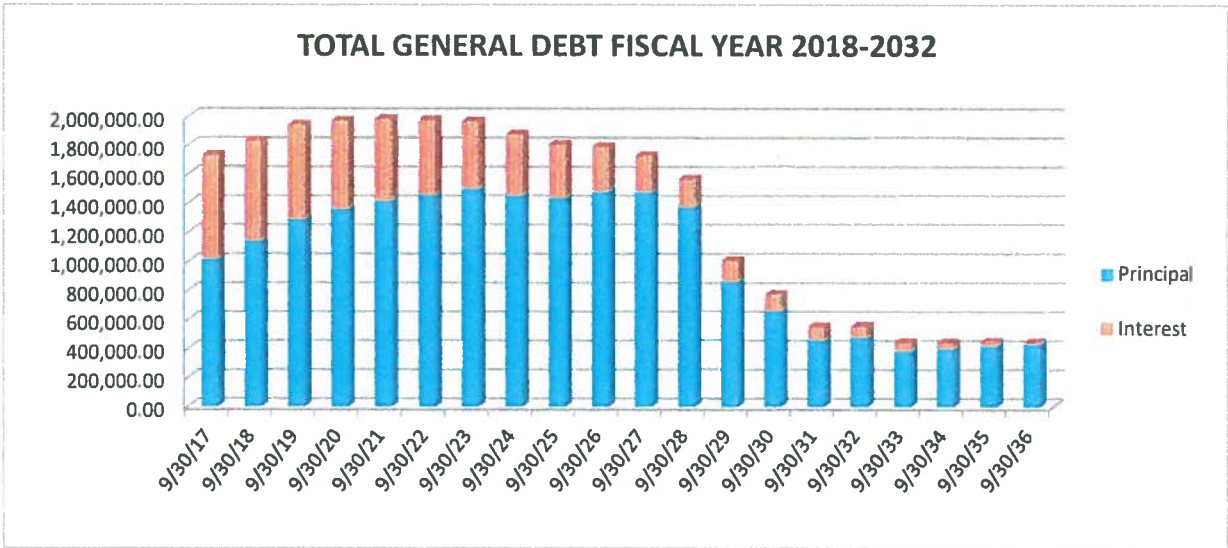
**Town of Fairview**  
**Debt Schedule - WATER & WASTEWATER DEBT**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
9/30/2017	897,653.42	179,360.09	1,077,013.51
9/30/2018	920,975.98	151,635.01	1,072,611.00
9/30/2019	635,386.75	120,137.79	755,524.53
9/30/2020	654,645.49	103,817.16	758,462.65
9/30/2021	674,056.25	86,878.49	760,934.74
9/30/2022	696,273.00	69,399.46	765,672.46
9/30/2023	327,553.57	51,307.52	378,861.09
9/30/2024	421,352.14	42,800.89	464,153.04
9/30/2025	333,362.33	33,833.89	367,196.22
9/30/2026	307,632.00	21,297.60	328,929.60
9/30/2027	224,808.00	8,992.32	233,800.32
9/30/2028	0.00	0.00	0.00
9/30/2029	0.00	0.00	0.00
9/30/2030	0.00	0.00	0.00
9/30/2031	0.00	0.00	0.00
9/30/2032	0.00	0.00	0.00
9/30/2033	0.00	0.00	0.00
9/30/2034	0.00	0.00	0.00
9/30/2035	0.00	0.00	0.00
9/30/2036	0.00	0.00	0.00
	6,093,698.93	869,460.22	6,963,159.15



**Town of Fairview**  
**Debt Schedule - GENERAL DEBT**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
9/30/2017	1,017,346.58	712,031.48	1,729,378.06
9/30/2018	1,144,024.02	688,527.25	1,832,551.26
9/30/2019	1,294,613.25	649,201.97	1,943,815.23
9/30/2020	1,365,354.51	607,280.22	1,972,634.73
9/30/2021	1,420,943.75	562,603.76	1,983,547.51
9/30/2022	1,463,727.00	515,000.54	1,978,727.54
9/30/2023	1,502,446.43	465,587.48	1,968,033.91
9/30/2024	1,458,647.86	418,366.61	1,877,014.46
9/30/2025	1,441,637.66	368,558.61	1,810,196.27
9/30/2026	1,482,368.00	310,659.90	1,793,027.90
9/30/2027	1,480,192.00	249,951.43	1,730,143.43
9/30/2028	1,380,000.00	189,008.75	1,569,008.75
9/30/2029	865,000.00	143,720.00	1,008,720.00
9/30/2030	660,000.00	113,750.00	773,750.00
9/30/2031	460,000.00	92,375.00	552,375.00
9/30/2032	480,000.00	74,650.00	554,650.00
9/30/2033	385,000.00	57,900.00	442,900.00
9/30/2034	400,000.00	42,200.00	442,200.00
9/30/2035	420,000.00	25,800.00	445,800.00
9/30/2036	435,000.00	8,700.00	443,700.00
	20,556,301.06	6,295,873.00	26,852,174.06



**Town of Fairview**  
**Debt Schedule - BB&T Lease Agreements**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
9/30/2017	74,753.93	525.82	75,279.75
9/30/2018	136,640.95	10,376.56	147,017.51
9/30/2019	139,148.77	7,868.74	147,017.51
9/30/2020	141,703.28	5,314.25	147,017.53
9/30/2021	64,525.59	2,712.18	67,237.77
9/30/2022	65,867.72	1,370.05	67,237.77
	<u>622,640.24</u>	<u>28,167.60</u>	<u>650,807.84</u>

# TAXES

**COLLIN COUNTY 2017/18 TAX RATES\***

<b>ENTITY</b>	<b>ISD</b>	<b>CITY/TOWN</b>	<b>OTHER</b>
MCKINNEY ISD	1.620000		
MELISSA CITY		0.610000	
MELISSA ISD	1.670000		
MURPHY CITY		0.500000	
NEVADA CITY		0.185000	
NEW HOPE CITY		0.196000	
PARKER CITY		0.365984	
PLANO CITY		0.468600	
PLANO ISD	1.439000		
PRINCETON CITY		0.689890	
PRINCETON ISD	1.620000		
PROSPER TOWN		0.520000	
PROSPER ISD	1.670000		
RICHARDSON CITY		0.625160	
SACHSE CITY		0.747279	
ST PAUL CITY		0.332892	
WESTON CITY		0.360000	
WYLIE CITY		0.781000	
WYLIE ISD	1.640000		

\* COLLIN COUNTY TAX ASSESSORS OFFICE

**COLLIN COUNTY 2017/18 TAX RATES\***

ENTITY	ISD	CITY/TOWN	OTHER
ALLEN CITY		0.510000	
ALLEN ISD	1.570000		
ANNA CITY		0.601288	
ANNA ISD	1.670000		
BLUE RIDGE CITY		0.508077	
BLUE RIDGE ISD	1.571490		
CELINA CITY		0.645000	
CELINA ISD	1.640000		
DALLAS CITY		0.780400	
COLLIN COLLEGE			0.079810
COLLIN COUNTY			0.192246
COMMUNITY ISD	1.625000		
FAIRVIEW TOWN		0.359999	
FARMERSVILLE CITY		0.780000	
FARMERSVILLE ISD	1.320000		
FRISCO CITY		0.446600	
FRISCO ISD	1.460000		
JOSEPHINE CITY		0.540000	
LAVON CITY		0.455700	
LOVEJOY ISD	1.670000		
LOWRY CROSSING		0.228989	
LUCAS CITY		0.317948	
MCKINNEY CITY		0.540199	

## Fairview 2017 Tax Breakdown

Entity	Tax Rate	Home Value			Percent Value
		\$400,000	\$600,000	\$1,000,000	
		Taxes			
COLLIN COLLEGE	0.079810	319.24	478.86	798.10	3.47%
COLLIN COUNTY	0.192246	768.98	1,153.48	1,922.46	8.35%
FAIRVIEW TOWN	0.359999	1,440.00	2,159.99	3,599.99	15.64%
LOVEJOY ISD	1.670000	6,680.00	10,020.00	16,700.00	72.54%
<b>Total Tax Bill</b>		<b>9,208.22</b>	<b>13,812.33</b>	<b>23,020.55</b>	<b>100.00%</b>

### Historical Analysis of Fairview Town Tax and Employment Information

	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18
<b>TAXABLE VALUE</b>	\$ 1,054,129,500	\$ 1,133,693,705	\$ 1,184,547,832	\$ 1,202,868,283	\$ 1,243,355,179	\$ 1,336,949,720	\$1,436,726,297	\$1,586,604,271	\$1,761,451,183
New Construction Added to Tax Base	\$ 71,894,148	\$ 103,697,322	\$ 39,334,195	\$ 36,247,159	\$ 48,296,911	\$ 24,526,448	\$ 24,265,561	\$ 36,239,378	\$ 49,136,570
Taxable value less new value	\$ 982,235,352	\$ 1,029,996,383	\$ 1,145,213,637	\$ 1,166,621,124	\$ 1,195,058,268	\$ 1,312,423,272	\$ 1,412,460,736	\$ 1,550,364,893	\$ 1,712,314,613
<b>TAX RATE</b>	0.365	0.365	0.36	0.36	0.36	0.359999	0.359999	0.359999	0.359999
I&S	0.19099	0.188837	0.176737	0.160394	0.143425	0.138266	0.134141	0.132143	0.128590
M&O	0.17401	0.176163	0.183263	0.199606	0.216575	0.221733	0.225858	0.227856	0.231409
<b>GF TAX REVENUE</b>	\$ 1,813,554	\$ 1,975,081	\$ 2,159,764	\$ 2,368,000	\$2,657,787	\$2,920,000	\$3,195,619	\$3,536,270	\$4,035,395
GF Tax Revenue from New Value	\$ 125,103	\$ 182,676	\$ 72,085	\$ 72,352	\$ 104,599	\$ 54,383	\$ 54,806	\$ 82,574	\$ 113,706
GF Tax Revenue from Existing Value	\$ 1,688,451	\$ 1,792,405	\$ 2,087,679	\$ 2,295,648	\$ 2,553,188	\$ 2,865,617	\$ 3,140,813	\$ 3,453,696	\$ 3,921,689
Increase in total GF Tax Revenue year over year		\$ 161,527	\$ 184,683	\$ 208,236	\$ 289,787	\$ 262,213	\$ 275,619	\$ 340,651	\$ 499,125
<b>BUDGET AND POPULATION</b>									
General Fund Budget	\$ 4,738,123	\$ 5,744,207	\$ 6,395,960	\$ 6,570,335	\$6,596,247	\$7,152,083	\$7,704,513	\$8,838,520	\$8,967,951
General Fund Sales Taxes	\$ 924,752	\$ 1,237,203	\$ 1,380,000	\$ 1,448,398	\$ 1,453,410	\$ 1,519,038	\$ 1,626,230	\$ 1,576,890	\$ 1,575,000
Population - COG	\$ 7,248	\$ 7,390	\$ 7,802	\$ 8,000	8,310	8,420	8,490	9,110	9,500
<b>STAFFING</b>									
Administration	9	9	8	9	8	8	10	10	10
Finance	3	4	4	4	5	5	5.5	5.5	5.5
Public Works/Engineering	10	10.5	11.5	12	13	14	14	15	17
Fire	0.75	7.75	9	11	13	19	20	22	25
Police	12	13.5	14	14	15	15	17	17	18
Total Employees	34.75	44.75	46.5	50	54	61	66.5	69.5	75.5



# **LONG RANGE PLANNING**

## Overview of Long Range Planning

The Town has undertaken updates over the past 4 years to update or to establish long term planning in the following areas:

### Land Use Planning

Commercial Planned Development District – this plan was originally approved by the town in 2002 with an urbanized development plan for the approximate 800 acres encompassed by the district. The original CPDD plan had become outdated based on current development and standards. The updated CPDD, adopted in 2014, includes a form-based code for implementation and included updated infrastructure plans. Public hearings and a town hall meeting were conducted prior to approving the plan.

An updated Residential Land Use component to the Comprehensive Plan was adopted in 2014 after conducting public hearings.

### Utility and Thoroughfare Planning

The Water and Sewer Master Plans were updated in 2015. These plans identify the future needs of the Town for new or expanded water lines, sewer lines, pump stations, and ground storage facilities.

The Thoroughfare Plan was updated in 2016. This plan identifies future new or expanded roadways in the town.

As a result of these updates, the town was able to update its Water, Sewer and Roadway Impact fees. These fees are charged to developers for a portion of the cost of future improvements that will be made for future growth.

The Town completed a Master Drainage Plan for the Town in \_\_\_\_\_ that identified the storm water impacts of the Commercial District, developed a plan for drainage management in the CPDD, updated the flood maps for the Town and also reviewed the impacts of Sloan Creek in the eastern portion of Town.

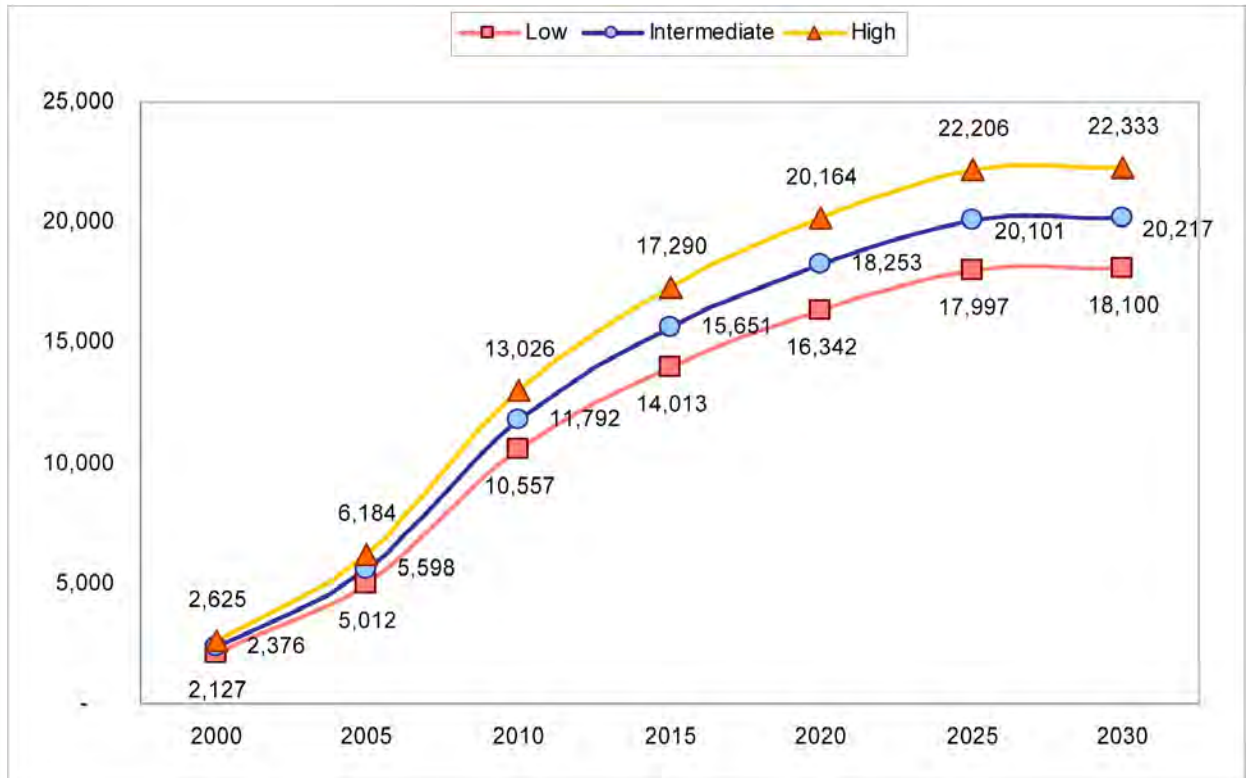
### Facilities Planning

The Town conducted long range planning to identify future facility needs for Town operations. This involved projecting the number of future personnel for all functions and then determining the amount of building square footage that would be needed to provide space for those uses as they are expanded in the future. The review assumed a buildout scenario with the Town approaching full development projected to occur within a 15-year time frame.

### Ten Year Capital Planning (CIP)

The Town developed a long-range planning process for the acquisition, replacement or construction of capital items including major equipment, facilities, infrastructure and other capital improvements. The plan is used in the annual budgeting process to identify when capital items are needed and planned. While it will change over time it does provide a guide with both planned expenditures and potential funding sources.

## Intermediate Population Projections for the Town of Fairview



Source: Halff Associates, Inc. 2004 Update of Water, Wastewater and Roadway Impact Fees, February 2004, and North Central Texas Council of Governments 2030 Demographic Forecast.

Intermediate population projections for Fairview show continued growth for the community to year 2025 when the population levels off. These intermediate population projections were based off data from the 2004 Update of Water, Wastewater and Roadway Impact Fees developed for the Town of Fairview in February 2004, and the number of households developed by the NCTCOG in its 2030 forecast for Fairview. Population multipliers of 2.522, 2.825, and 3.117 were used on the number of households to provide a range of low, medium, and high population projections. Both the low and high multipliers were obtained from the NCTCOG's 2030 forecast for households and household population using forecast years 2000 and 2030.

Based on the average annual population growth in Fairview between 2000 and 2004, the population projections performed for the 2004 Update of Water, Wastewater and Roadway Impact Fees, and the desire of Fairview residents to maintain large acreage lots in their community, the adjusted population forecast for Fairview indicates the town's population ranging from approximately 18,000 to 22,000 people by the year 2030.

## Future Development Patterns

The 2005 Fairview Comprehensive Plan is a long-range planning document for the community. The plan provides a basis for the long-term planning of Fairview's growth and development while establishing a framework for other planning activities. The plan puts in place a foundation for managing Fairview's growth based on community values and ideals. Fairview's decision-makers turn to the comprehensive plan for guidance regarding the long-term physical growth and development of the Town as it matures. The community's values and ideals captured in the comprehensive plan provide the basis for structuring community-related studies, ordinances, and planning activities.

Based on citizen feedback, Fairview residents are happy with the community's values of maintaining its rural heritage and large lot residential areas. Much of Fairview's future development patterns will be defined by large lot residential development as the community matures with the exception of the Commercial Planned Development District (CPDD) and North Fairview Planned Development District (North Fairview PDD). In addition, two Overlay Area Plans sub-areas – the Transit Oriented Sub-Area and the Environmental Sub-Area – have been identified for further considerations

### Commercial Planned Development District



Source: Town of Fairview and Wier & Associates, Inc

to achieve the community's goals and objectives.

The CPDD was adopted by the Fairview Town Council on August 6, 2002. This district is roughly bounded by Stacy Road on the south, US Highway 75 on the west, Frisco Road on the north, and the eastern buffer of State Highway 5 and a half-mile stretch along the northern bank of Sloan Creek on the east.



Approved uses include single family housing, townhouses, apartments, retail, restaurants, offices, hotels, and campus. The goal of the CPDD was to plan and support development of an urban type center in Fairview that provides a variety of quality housing options; retains desired existing local businesses; attracts new businesses that complement the Town's quality lifestyle; encourage dining, shopping, and entertainment opportunities; increase the town's non-residential tax base; identify and prioritize infrastructure projects to sustain desired commercial development; and increase the town's name recognition throughout the region.

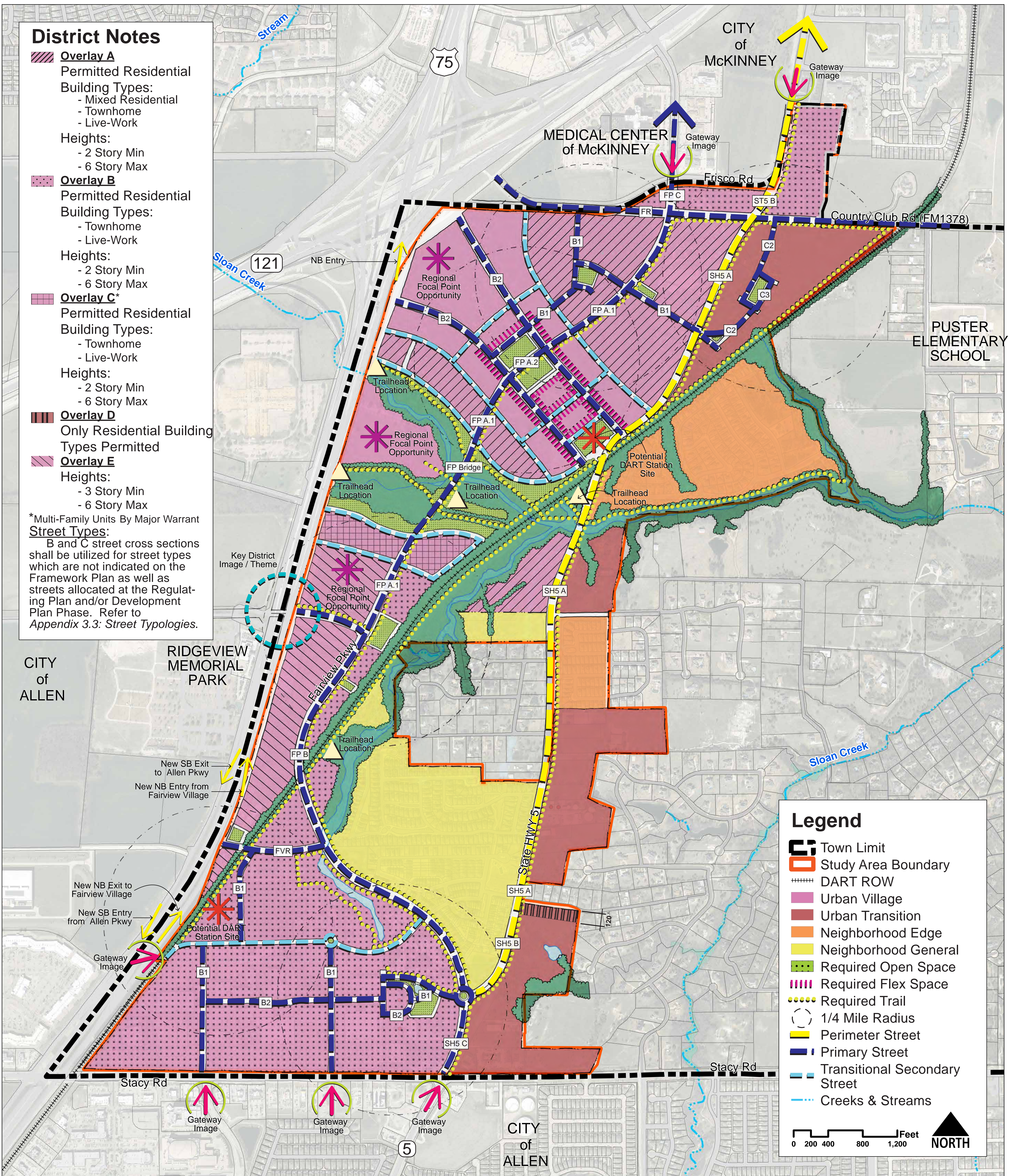
North of Wilson Creek around Old Mill Road, County Road 317, and FM 546 is the approximate location of the 356.09-acre North Fairview PDD. The North Fairview PDD was adopted on July 1, 2004, by the Fairview Town Council. There are four zones in the North Fairview PDD. These include the Public Park, Nature Preserve, Old Mill Road, and Northern Gateway. The Public Park, located east of County Road 317 where Old Mill Road intersects, would be used for active recreational uses, such as ball fields and soccer fields. The Nature Preserve, located north of Wilson Creek in the creek's floodplain, would be left as open space for passive recreational needs, such as trails, educational exhibits, and a possible tree farm. Old Mill Road is located on the southwest corner of County Road 317 and Old Mill Road.

# Framework Plan

## District Notes

- Overlay A**  
Permitted Residential Building Types:  
- Mixed Residential  
- Townhome  
- Live-Work  
Heights:  
- 2 Story Min  
- 6 Story Max
- Overlay B**  
Permitted Residential Building Types:  
- Townhome  
- Live-Work  
Heights:  
- 2 Story Min  
- 6 Story Max
- Overlay C\***  
Permitted Residential Building Types:  
- Townhome  
- Live-Work  
Heights:  
- 2 Story Min  
- 6 Story Max
- Overlay D**  
Only Residential Building Types Permitted
- Overlay E**  
Heights:  
- 3 Story Min  
- 6 Story Max

\*Multi-Family Units By Major Warrant  
**Street Types:**  
B and C street cross sections shall be utilized for street types which are not indicated on the Framework Plan as well as streets allocated at the Regulating Plan and/or Development Plan Phase. Refer to Appendix 3.3: Street Typologies.



### Legend

- Town Limit
- Study Area Boundary
- DART ROW
- Urban Village
- Urban Transition
- Neighborhood Edge
- Neighborhood General
- Required Open Space
- Required Flex Space
- Required Trail
- 1/4 Mile Radius
- Perimeter Street
- Primary Street
- Transitional Secondary Street
- Creeks & Streams

0 200 400 800 1,200 Feet NORTH

September 2014



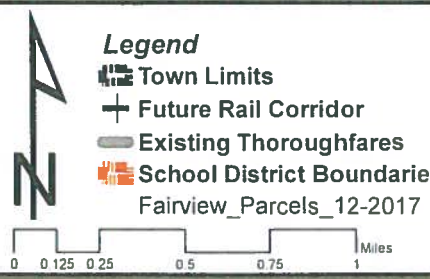
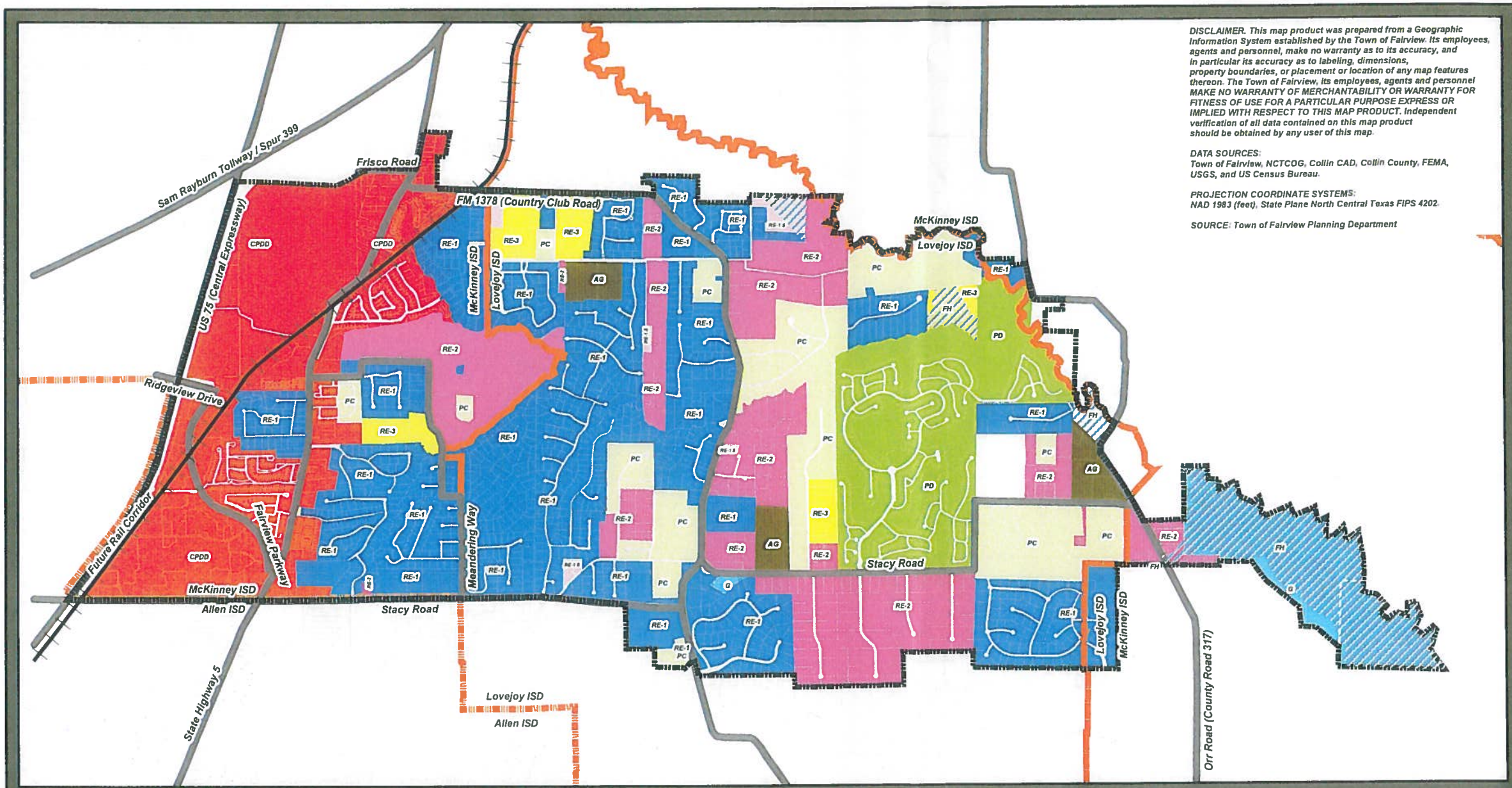
# FAIRVIEW | COMMERCIAL DISTRICT MASTER PLAN

**DISCLAIMER.** This map product was prepared from a Geographic Information System established by the Town of Fairview. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, property boundaries, or placement or location of any map features thereon. The Town of Fairview, its employees, agents and personnel **MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.** Independent verification of all data contained on this map product should be obtained by any user of this map.

**DATA SOURCES:**  
Town of Fairview, NCTCOG, Collin CAD, Collin County, FEMA, USGS, and US Census Bureau.

**PROJECTION COORDINATE SYSTEMS:**  
NAD 1983 (feet), State Plane North Central Texas FIPS 4202.

**SOURCE:** Town of Fairview Planning Department



- Legend**
- Town Limits
  - Future Rail Corridor
  - Existing Thoroughfares
  - School District Boundaries
  - Fairview\_Parcels\_12-2017
  - FH - Open Space and Flood Hazard District
  - AG - Agricultural District
  - RE-3 - Three-Acre Ranch Estate
  - RE-2 - Two-Acre Ranch Estate
  - RE-1.5 - One-and-One-Half-Acre Ranch Estate
  - RE-1 - One-Acre Ranch Estate District
  - PC - Planned Center District
  - PD - Planned Development District
  - MH - Mobile Home District
  - G - Government District
  - CPDD - Commercial Planned Development District
  - GB - General Business District

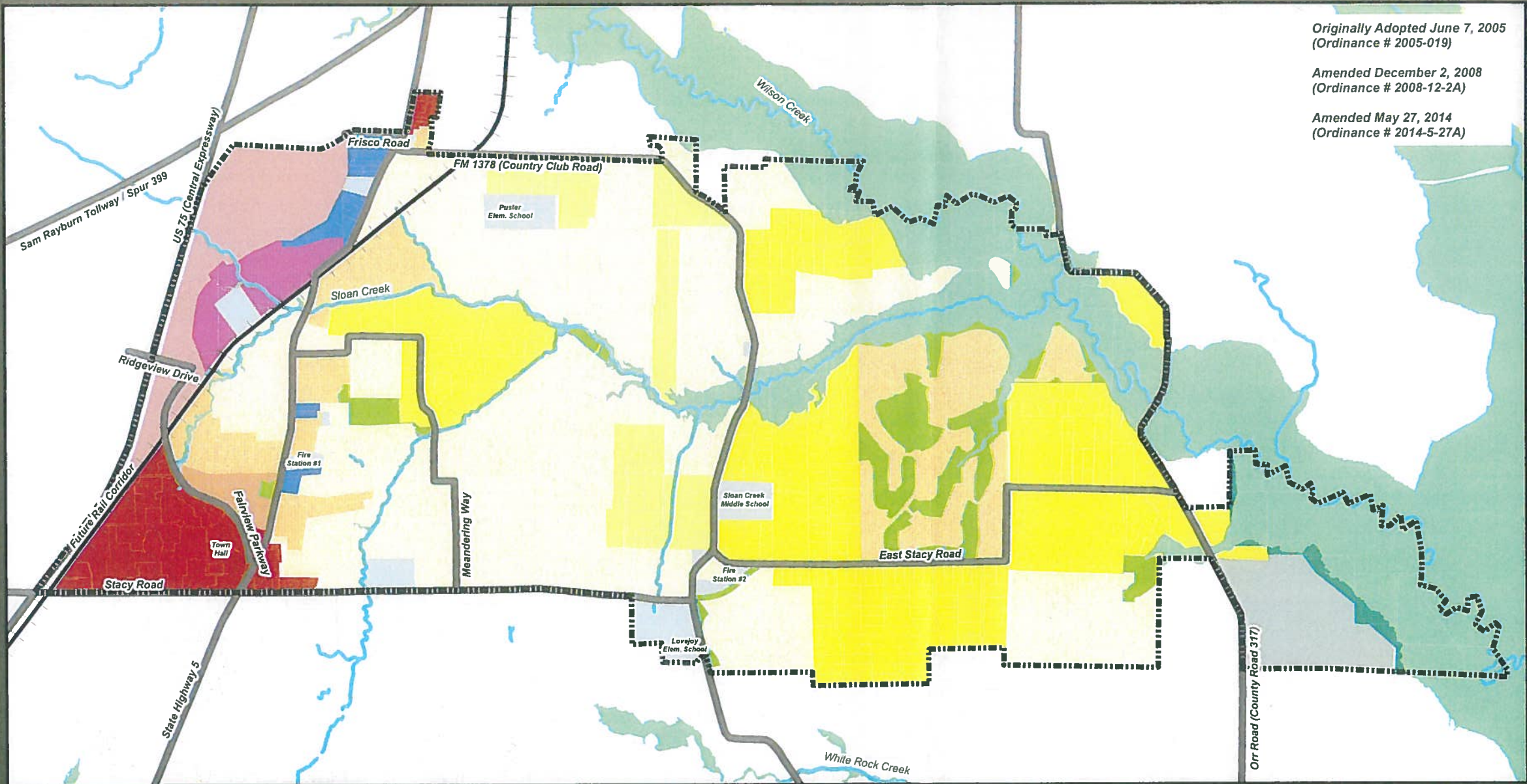
# Zoning Map

January, 2018

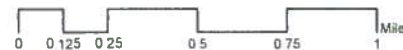
Originally Adopted June 7, 2005  
(Ordinance # 2005-019)

Amended December 2, 2008  
(Ordinance # 2008-12-2A)

Amended May 27, 2014  
(Ordinance # 2014-5-27A)



The Future Land Use Plan serves as a guide for future development and represents policies and generalized land uses proposed for the Town of Fairview. The Future Land Use Plan shall not constitute zoning regulations or establish zoning district boundaries.



**Legend**

- Planning Area
- Existing and Future Thoroughfares
- Future Rail Corridor
- Streams
- Floodplain
- Parks / Rec / Open Space
- Army Corps of Engineers
- Utilities
- Institutional
- Res. Estate Country
- Open Space Preservation
- Res. Estate Transition
- Residential Estate
- Residential Suburban
- Residential Mix
- Residential Townhouse
- Residential Multi-Family
- Retail Village
- Multi Use
- Mixed Use
- Commercial Mix
- Professional Office

# Future Land Use Plan

May 27, 2014 Comprehensive Plan





## Ten-Year Capital Improvement Program (CIP)

### Introduction to CIP

- Buildings, infrastructure, technology, and major equipment are the physical foundation for providing services to constituents. Capital planning is critical to water, wastewater, transportation, sanitation, and other essential public services.
- Additionally, it is an important component of a community's economic development program & strategic plan.
- Capital facilities & infrastructure are important legacies that serve current & future generations.
- It is extremely difficult for governments to address the current & long-term needs of their constituents without a sound multi-year capital plan that clearly identifies capital & major equipment needs, maintenance requirements, funding options and operating budget impacts.

## Recommendation

- The Government Finance Officers Association (GFOA) recommends state & local governments prepare & adopt comprehensive multi-year capital plans to ensure effective management of capital assets.
- A prudent multi-year capital plan identifies & prioritizes expected needs based on a community's strategic plan, establishes project scope & costs, details estimated amounts of funding from various sources, and projects future operating & maintenance costs.
- GFOA recommends the following process in developing a multi-year CIP plan:
  1. Identify Needs
  2. Determine Costs
  3. Prioritize Capital Needs
  4. Develop Financing Strategies

## Town of Fairview's CIP Process

- Within the Town Council's Strategic Plan of fiscal year 2014-15, the Council identified a need for a Five-Year Capital Improvement Plan as part of the Capital Improvement Planning Initiative.
- In keeping with the "Focus Areas" (Infrastructure, Public Safety, Economic Development, Customer Needs, Fiscal Responsibility, and Community Development) of the Town's Vision & Mission, Town staff has developed a Ten-Year Capital Improvement Program plan.

## Town of Fairview CIP

- The Ten-Year Capital Improvement Program (CIP) represents the capital budget for fiscal year 2016 along with a financial plan for infrastructure and other improvements through fiscal year 2026.
- These improvements are intended to further the vision and objectives of the Town Council and the community. Projects proposed in years after 2016 indicate **suggested** sources of funding and expenditure levels based on the needs of the Town and consistent with prudent fiscal management.

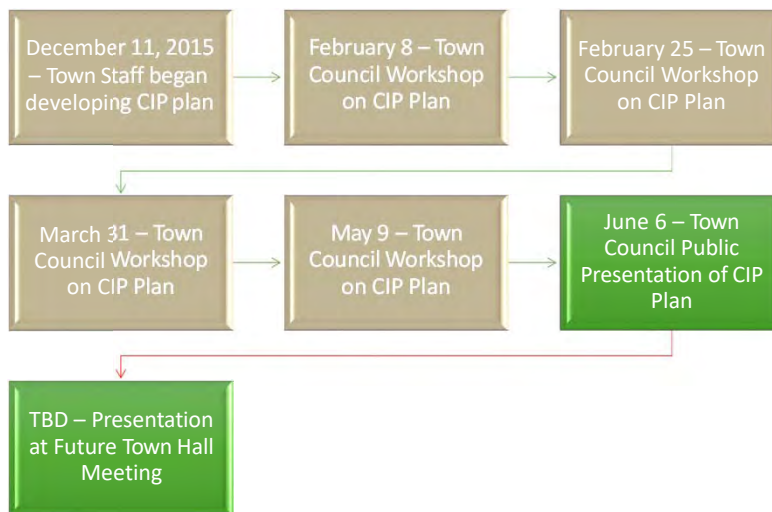
## Town of Fairview CIP (cont.)

- This CIP includes a commitment to maintain and improve existing assets, as well as to move forward with new projects. This is a "**living document**," designed to augment information available to the public and does not diminish the need for continued citizen involvement and refinement of the program.
- Many of the projects included in the CIP plan are based on demand caused by growth in the community and will be paid for through various development generated revenues.

## CIP Development



## CIP Engagement



## Ten-Year Capital Improvement Program Plan



Police Department Capital Equipment



Fire Department Capital Equipment



Public Works Department Capital Equipment



Street Capital Projects



Water Capital Projects

## Ten-Year Capital Improvement Program



Wastewater Capital Projects



Parks & Trails Capital Projects



Building & Facility Capital Projects



Drainage Capital Projects

## Source of Funds

### Debt

- General Obligation Bonds (GO) are debt instruments authorized by a vote among registered voters.
- Certificates of Obligation Bonds (CO) are debt instruments authorized by the Town Council.
- Revenue Bonds are debt instruments; the repayment of which depends on the stream of revenue generated by municipal enterprise, such as water & wastewater system.

### Intergovernmental

- Funds supplied through other governmental agencies such as TxDOT, Collin County, school district, state/federal government.
- These funds include loans, reimbursable grants, or programs requiring matching local funds.

### Type A/B Taxes

- Funding authorized by the Community & Economic Development Corporations pursuant to the Development Corporation.

### Operational Revenue

- Revenues generated in the General Fund through ad valorem taxes, sales tax or fees.
- Revenues generated by the enterprise of the Town, primarily water & wastewater revenues.

## Source of Funds (cont.)

### Tax Increment Financing (TIF)

- (aka Tax Increment Reinvestment Zone – TIRZ) allows Town to invest tax revenue from new development within the “district” into infrastructure & public improvements needed in order to encourage future development.
- Only 75% of the M&O tax from the increase in the “district” value will go toward the TIF, while the remaining 25% will remain in the General Fund.
- The Town plans to pursue a partnership with Collin County, by which the county will contribute up to 50% of the M&O portion of the county tax rate to the TIF.

### Impact Fees

- Revenues generated through impact fees.
- Park dedication fees, while specifically excluded from the definition of impact fees are included as a revenue source under “impact fees”.

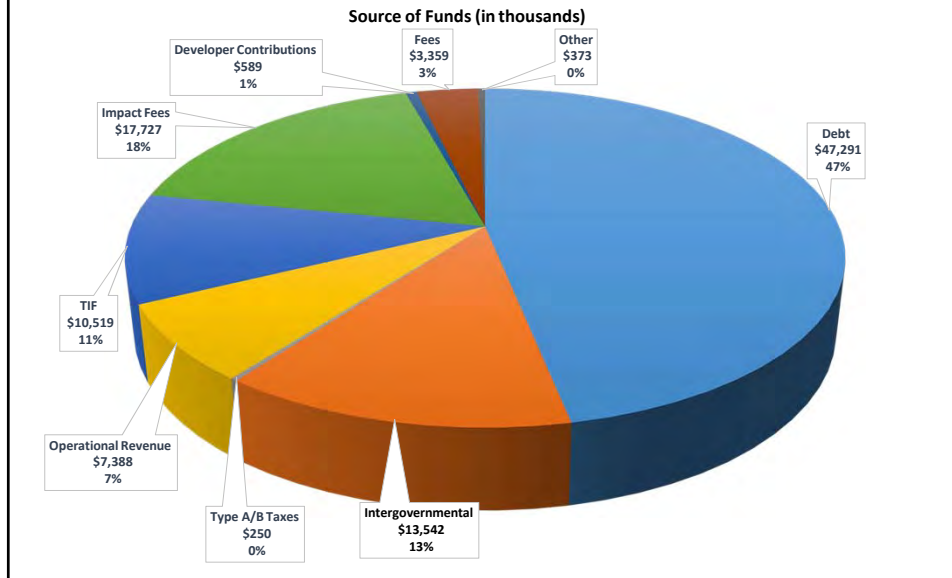
### Developer Contributions

- Infrastructure contributions made by development interests pursuant to adopted development and/or facilities agreements.

### Fees

- Revenues generated through the stormwater ordinance requiring residents to contribute up to \$5.75/month for stormwater management, while commercial businesses are required to contribute \$1.10/impervious surface square footage per month for stormwater management.

## Where Town of Fairview CIP Dollars Come From



## Appropriations

### Land/Right-of-Way

- Generally includes legal fees, title cost, appraisal and survey fees, and purchase price of property (land).

### Architectural/Engineering

- Design and engineering costs.

### Construction

- Actual cost of construction of infrastructure, facilities and/or improvement costs.

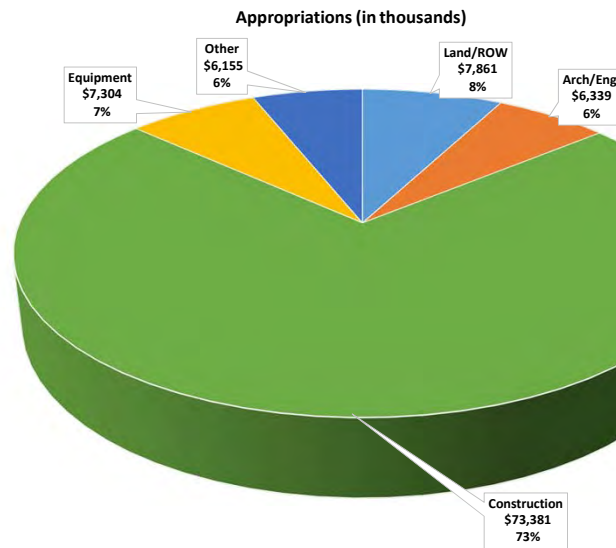
### Equipment

- Equipment to be included as part of a project and/or heavy equipment purchases such as Fire Engine, Fire Ladder Truck, Dump Truck.

### Other

- Includes cars and trucks of smaller size.

## Where Town of Fairview CIP Dollars Go



## Police Capital Equipment

- Replacement Radios
- Police Mobile Observation Tower
- New & Replacement Police Vehicles



## **Fire Capital Equipment**

- Replacement Radios, Ladder Truck, Fire Marshal's Ford F-250 Pickup, Engine for Fire Station #1, 2 Ambulances, SCBA, Fire Chief's Chevy Tahoe, and Engine for Fire Station #2
- Replacement of Rescue Truck with Engine/Rescue unit
- Chevy 4WD Tahoe for future growth
- Vehicle for future Battalion Chief
- Ambulance for future growth

## **Public Works Capital Equipment**

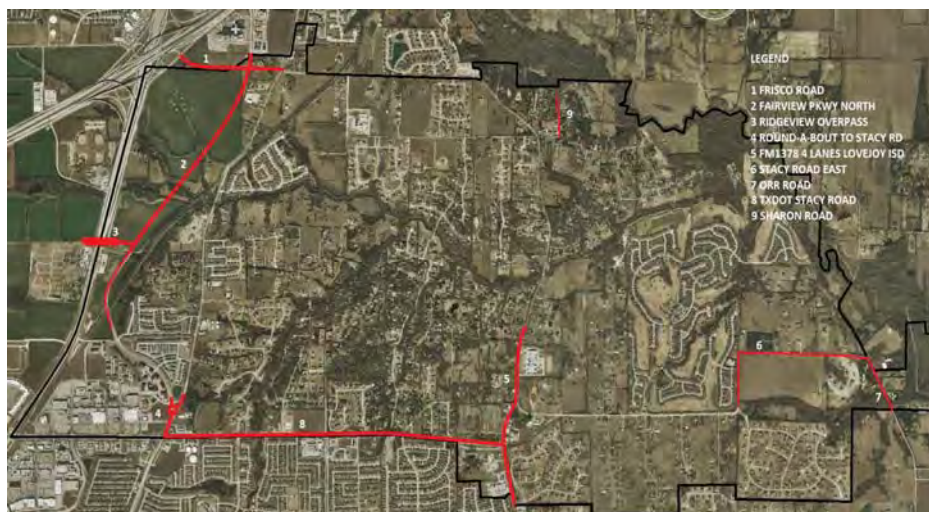
- Vermeer Vac Trailer
- Replacement 2000 Ford F750 Dump Truck
- Replacement 2011 Ford F750 Dump Truck
- Replacement of 1995 Backhoe
- Mini Excavator for future growth
- Ford F750 Dump Truck for future growth
- Replacement of 2008 Mini Excavator

## Street Capital Projects

- TxDOT Stacy Road Widening
- Sharon Road Reconstruction
- East Stacy Road to Orr Road Reconstruction
- Orr Road Resurfacing
- Fairview Parkway & Frisco Road Design, ROW & Construction
- Hart Road Reconstruction
- Fairview Parkway Round-a-bout connection to Hwy 5
- TxDOT FM 1378 Widening from Summerhill Lane to Farmstead
- TxDOT Ridgeview Overpass Reconstruction

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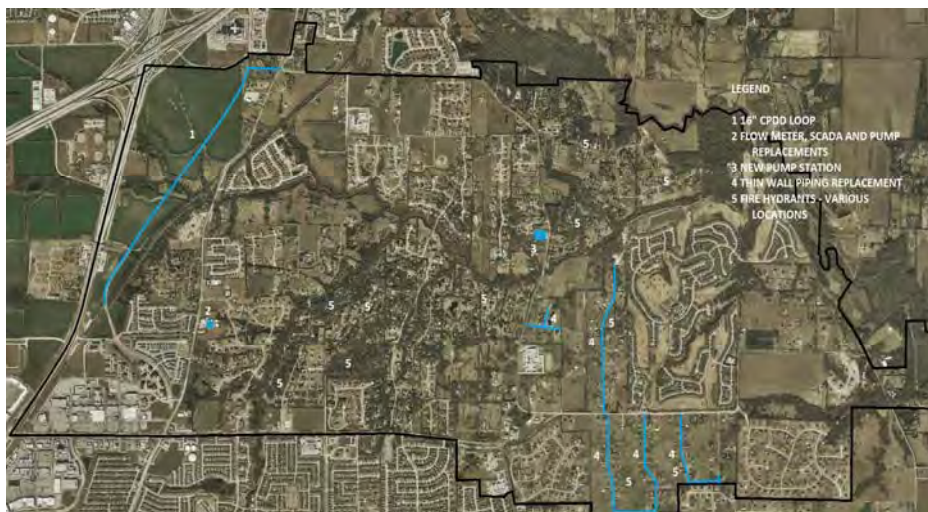
## Street Capital Project Location Identifier



## Water Capital Projects

- FM 1378 Water Pump Station Design & Construction
- SCADA & Flowmeter Improvements
- Fire Hydrant Installations
- 16" CPDD Water Main Loop
- Thin Walled Pipe Replacement
- Replacement of Hwy. 5 Water Pumps #1 & #2

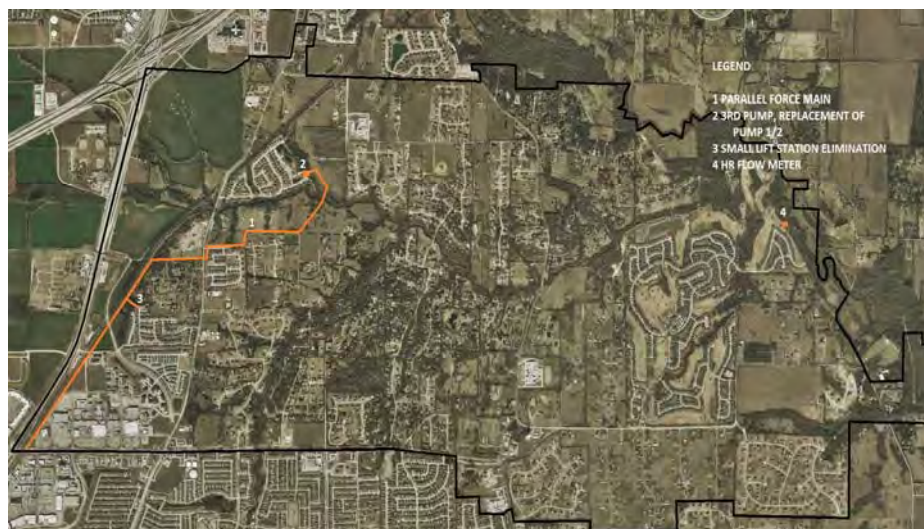
## Water Capital Project Location Identifier



## Wastewater Capital Projects

- Heritage Ranch Flow Meter
- Sloan Creek Lift Station Pump #3
- Small Lift Station Removal
- 16" Parallel Force Main Design & Construction
- Sloan Creek Lift Station Pump Replacements

## Wastewater Capital Project Location Identifier

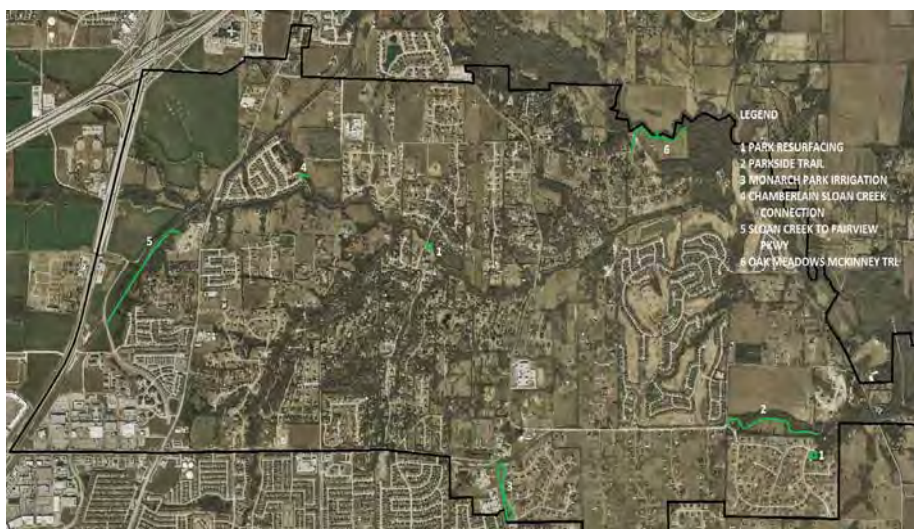


## Parks & Trails Capital Projects\*\*

- Monarch Park Irrigation
- Parkside Trail
- Chamberlain Place – Sloan Creek Sub-divisions Connector
- Sloan Creek to Fairview Parkway Trail Connector
- Oak Meadows to McKinney Trail Connector
- Park Resurfacing Improvements

\*\*this portion of the CIP plan will be updated with the completion of the Parks & Trails Master Plan update that should be completed within the next year.

## Parks & Trails Capital Project Location Identifier



## **Building & Facility Capital Projects**

- Wayfinding Design & Implementation
- Concept & Design for “Pearl” Area on US75
- Replacement & Expansion of Municipal Facilities including: Fire Station #1, Public Works Facilities, Police Facilities, and Administrative Facilities

## **Drainage Capital Projects**

- Trunk Storm Sewer Lines
- Sloan Creek Stabilization & Detention Pond

## Contacts

To find out more about the Town of Fairview, visit us at:

[www.fairviewtexas.org](http://www.fairviewtexas.org)

email questions or comments to:

[jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org)

Julie Couch

Town Manager

[jcouch@fairviewtexas.org](mailto:jcouch@fairviewtexas.org)

972-886-4231

James Chancellor, PE

Town Engineer

[jchancellor@fairviewtexas.org](mailto:jchancellor@fairviewtexas.org)

972-886-4235

Jason B. Weeks

Chief Financial Officer

[jweeks@fairviewtexas.org](mailto:jweeks@fairviewtexas.org)

972-562-0522 ext. 4207

# **2017 BOND ELECTION**




## Overview of 2017 Bond Proposal Elements

<u>Component</u>	<u>Total</u>	<u>Estimated Cost</u>
Fire Station –		
Total square feet –	14,450	\$9.8 million
Fire Administration –		
Total square feet –	3,318	\$6.0 million
EOC/ Meeting/Training Space -		
Total square feet –	3,600	\$1.6 million
Public Works Office –		
Total square feet –	6,100	
Public Works Shop –		
Total square feet –	6,320	
Public Works covered bins –		
Total square feet –	1,320	
Public Works covered parking –		
Total square feet –	5,950	
Total Public Works Cost		\$6.0 million
Site work included costs for –		
Demolition of existing water tank and building		
All drives and paving, striping		
Dumpster area –		
All gas and electrical site work		
All site grading		
All temporary fencing		
All permanent fencing and gates at public works and fire		
Retaining walls		
Landscaping and irrigation		
Site utilities including water, sewer, storm drainage		
Total Site Work cost -		\$7.6 million
<b>Total Projected Costs -</b>		<b>\$25,000,000</b>

Breakdown of Component Costs –


Testing -	\$159,510
Construction	\$21,030,789
FF&E	\$395,000
General Costs including owner contingency, moving, on site IT fiber, Fire traffic controls and radio equipment, IT installations, Telephones, utility fees	\$1,249,915
Architectural and Engineering Services	\$2,186,958
<b>Total Component Costs -</b>	<b>\$25,022,172 rounded to</b> <b>\$25,000,000</b>
<b>Issuance and related costs -</b>	<b>\$477,828 rounded to</b> <b>\$500,000</b>

## 2017 Bond Election



Fire Station  
Fire Administration  
EOC/Meeting/Training

Fire Station Number 1  
Fire Admin  
Community Training EOC



## 2017 Bond Election



Lakeridge Drive  
State Highway 5  
Fire Station No. 1 & Fire Administration  
Public Works Department  
Public Works Service Yard  
Temporary Mobile Office



- 1 Fire Station No. 1
- 2 Fire Administration
- 3 Community & Training/Meeting Space
- 4 Public Works



# **TIFF PLANNING**

# Fairview TIRZ (TIF)

## TIRZ Map



## Frame work Plan and Zoning Map



## What is a TIRZ (TIF)?

A Tax Increment Reinvestment Zone (known as a TIRZ or TIF) allows municipalities to invest tax revenue from new development within the District into infrastructure and public improvements needed in order to encourage future development.

The life of the TIRZ is 40 years. It can be collapsed earlier if all projects have been funded.

## FAQs

- Will creating a TIRZ raise our tax rate?

No, creating the TIRZ will not increase the tax rate. The creation freezes the current base value in the created zone. All of the ad valorem tax being collected prior to the creation of the TIRZ, will continue to go the general fund. As property values increase and as new properties are built, the ad valorem tax on the increased value only, will go into the TIRZ fund.

Will I have to pay to my taxes to different entities?

- No, the way that you are taxed, does not change. The process is seamless from a taxpayer's standpoint. You will continue to pay your taxes to Collin County and they will disperse the funds to the various entities.

## FAQ (cont'd)

- Does all of the property tax generated by the increase in value go to the TIRZ?
  - No, only the increase in the maintenance and operating portion of the property tax goes into the fund. All of the debt service portion of the increase goes into the general fund. Additionally, it is being proposed that only 75% of the tax from the increase in value go to the TIRZ, the other 25% would go to the general fund.
  - Additionally, the County will be asked to participate as well and their policy allows them to contribute up to 50% of the M/O portion of their property tax to be contributed in addition to the Town's.

## Additional Benefits

- All of the sales tax generated in the TIRZ (with the exception of the allocation to the 380 agreement for The Village at Fairview) will go to the general fund, the economic and community development corporations, as prescribed by state law.

## Why Create a TIRZ Now

- By creating the TIRZ before the end of 2015, Fairview will be able to begin realizing TIRZ revenue from developments that are expected to begin phased in completion beginning in 2016.
- Within the next three years, it is expected that the following developments will be completed:
 

• Davis Development multi family on Highway 5	\$29.6 Million
• Marriott Residence Inn	\$12.0 Million
• Home 2 by Hilton	\$12.0 Million
• Grenadier Development, east of Highway 5	\$18. Million
• Sloan Creek Courts	\$9.8 Million



## Short Term TIRZ Yield

- Overture Fairview \$35.0 Million
- Total in the next three years \$116.4 Million
- Yield for the TIRZ in 3 years 75% M/O \$139,224.00

## TIRZ Projects

- The current proposed public projects in the TIRZ are:

Fairview Parkway	18.3
Patco Road	2.9
Primary Roads in North CPDO	6.0
16"/12" Water Main Loops	5.3
16" Force Main & Other Sewer Lines	6.1
Ridgeview Overpass (1/2)	1.1*
Administration	0.2
<b>TOTAL</b>	<b>39.8</b>

# Projected Roads



# Projected Water and Sewer



## Proposed Revenue

- The proposed revenue to the TIRZ is \$51 Million
- Estimated project costs \$39.8 Million
  
- Addition yield to the
- Fairview General Fund \$62.3 Million
  
- (The additional to the Town is from: 25% of M/O for 40 yrs., 100% of Debt Service \$14.0 Million in sales tax and \$13.0 Million in business and personal property tax.

# **380 AGREEMENT**

## Summary of 380 Agreement

Purpose of the agreement was to provide incentives to the developer to consider locating a regional shopping mall with a minimum of 750,000 square feet of space. In addition to other improvements, the developer agreed to construct all required roadways and utilities with the costs to be reimbursed over the life of the agreement through the reimbursement of collected sales taxes.

The original agreement entered into in March, 2006. There were three amendments to the agreement.

### Details of the Agreement

Activation date of the repayment of the debt -	2010
Life of agreement -	25 years or when the obligation is met
Year agreement will expire -	2035
Total square footage constructed -	900,000
Total value of incentives -	\$48,685,934 with interest of 7.5% compounded annually
Town guarantee of revenue -	Town will receive a minimum of \$1,000,000 in combined property taxes and sales taxes. All property taxes will be available for the Town.
Average reimbursement of sales taxes -	\$1,260,512 (represents 8-year average)
Most recent year contributions (FY16-17) -	From Town \$362,850, from EDC - \$514,000, from CDC - \$514,000 for total of \$1,390,851.
Most recent property taxes paid (FY 16-17) -	\$569,275
Town current sales tax rates -	1% town, ½ %EDC, ½%CDC for a total of 2%. This level must be maintained until the obligation of the Town is met through the life of the agreement.
Source of reimbursements -	EDC, CDC, and the Town sales tax receipts, approximately \$500,000 from each

### Facilities Constructed or Contributed by the Developer

#### Streets

Construction of Fairview Parkway, Convention Drive, Indian Springs Drive, Murray Farm Road, Fairview Village Road, Water Tower Way, Stacy Road reconstruction.

#### Utilities

Construction of water, sewer, and storm drainage to serve the area.

Town Hall

Water, sewer and roads were constructed to the Town Hall site, all site preparation work was completed, parking for Town Hall was completed at the developer's expense.

Additionally, the developer donated 5 acres of land to the Town for the Town Hall site. There is a provision in the 380 Agreement and in the deed that the property may only be used for municipal purposes.

AN  
**ECONOMIC DEVELOPMENT  
AGREEMENT**



BY AND AMONG THE:

**Town of Fairview, Texas**

**Town of Fairview Community Development  
Corporation**

**Fairview Economic Development Corporation**

**Village at Fairview, L.P.**

STATE OF TEXAS           §  
                                  §       ECONOMIC DEVELOPMENT  
                                  §       AGREEMENT  
COUNTY OF COLLIN       §

This Economic Development Agreement ("Agreement") is made by and among the Town of Fairview, Texas, a Texas general law municipality, (the "Town"), the Fairview Economic Development Corporation, a Texas non-profit corporation (the "FEDC"), the Town of Fairview Community Development Corporation, a Texas non-profit corporation, (the "FCDC") (Town, FEDC and FCDC collectively referred to as "Grantors"), and The Village at Fairview, L.P., a Texas limited partnership ("Developer"), acting by and through their respective authorized officers and representatives.

**RECITALS:**

**WHEREAS**, Developer desires to develop, construct, operate and maintain a retail lifestyle shopping center consisting of at least 750,000 gross leasable square feet of floor area for retail shopping known as The Village at Fairview ("Center") which is centerpiece of a planned 1,000,000 or more square foot mixed use development of residential, retail, office and other commercial space and more fully described in submittals filed by Developer and approved by the Town from time to time on an approximately 192 acre tract of land and improvements thereon located at the northeast corner of US Highway 75 and Stacy Road in Fairview, Texas and being further described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, Town desires an environmentally-friendly mixed use development to be built consistent with Town approval for the Center and the Premises pursuant to the process outlined in its Commercial Planned Development District ordinance and comprehensive plan, and further desires the restoration of its old elevated storage tank on Stacy Road; and

**WHEREAS**, Developer and the Grantors have determined that certain street and other infrastructure improvements further described herein need to be constructed both on and off the Premises in conjunction with the Center; and

**WHEREAS**, Town, with Collin County and City of Allen participation in the costs, intends to design and construct Stacy Road as a six lane divided thoroughfare from US Highway 75 through the State Highway 5 intersection; and

**WHEREAS**, Developer has agreed to advance funds to the Town for the Town's share of the cost to construct its share of Stacy Road from US Highway 75 through the State Highway 5 intersection and the Town has agreed to reimburse Developer for such funding as provided herein; and

**WHEREAS**, Developer has agreed to advance funds for the cost of the design, acquisition of right-of-way and construction of Fairview Parkway from Stacy Road to and connecting with Ridgeview Road for that portion of Fairview Parkway that is not funded by other parties prior to construction, and the Town has agreed to acquire the necessary right-of-way and reimburse Developer for such funding as provided herein; and



**WHEREAS**, the development and construction of the Center will promote economic development, stimulate business and commerce, create additional employment opportunities and generate tax revenue; and

**WHEREAS**, Developer has advised Grantors that a contributing factor that would induce Developer to develop the Center would be an agreement by Grantors to provide an economic development grant to Developer to defray a portion of the costs to be incurred by Developer as a consequence of developing and constructing the Center; and

**WHEREAS**, Grantors are authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380 of the TEX. LOC. GOV'T CODE, and the Development Corporation Act, Article 5190.6, TEX. REV. CIV. STAT. to establish economic development programs; and

**WHEREAS**, the FEDC has concluded that the roadway improvements and other infrastructure for the Center are necessary to promote or develop new or expanded business enterprises and constitute a "project", as that term is defined in Article 5190.6, TEX. REV. CIV. STAT., and is willing to provide Developer with economic assistance hereinafter set forth for the roadway improvements and infrastructure; and

**WHEREAS**, the FCDC finds the Center to be suitable for use for entertainment and tourist purposes and constitutes a "project" as defined in Section 4B of Article 5190.6, TEX. REV. CIV. STAT.; and

**WHEREAS**, the taxes from the Center and the Premises will provide the necessary revenue to fund the grant and infrastructure improvements outlined in this Agreement and no new or additional taxes will be imposed on the properties within the balance of the Town outside of the Premises to support the Center, nor will any tax revenues of any type generated in any area outside of the Premises be used to satisfy the financial obligations of the Grantors contained in this Agreement; and

**WHEREAS**, Grantors have determined that providing economic development incentives will further the public purposes and economic development goals of the Town;

**NOW, THEREFORE**, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I THE CENTER**

1.1 **Construction.** Developer agrees without cost to the Grantors to design, construct, operate and manage or cause to be designed, constructed, operated and managed the Center. The approximate location of the Center will be as shown on the site plan ("Site Plan") attached hereto as Exhibit "B". The Center will be similar in quality to Eastern Shore Centre in Spanish Fort, Alabama. The Center shall open with a minimum of 750,000 square feet of retail space which shall include a minimum of two anchor tenants which shall be Dillards, Macys/Foleys, or JC Penney (the "Anchor Stores").

1.2 **Center Construction Timeframe.** Developer agrees to use reasonable commercial efforts to: (i) have the plans prepared and all approvals thereof required by applicable governmental authorities obtained; (ii) have all necessary permits for grading to be issued by all applicable governmental authorities; (iii) have grading pursuant to the respective plans therefore commenced; and (iv) have all necessary permits for construction pursuant to the respective plans therefore to have been issued by all applicable governmental authorities ("Commencement of Construction") of the Center no later than one calendar year after the Effective Date of this Agreement, and subject to events of Force Majeure to cause (i) substantially completed in accordance with the approved plans; (ii) a certificate of substantial completion has been issued by the architect(s); and (iii) certificates of occupancy have been issued for two Anchor Stores and a minimum of 200,000 square feet of retail space in the Center to occur on or before the expiration of three years after Commencement of Construction (the "Opening Date"). The Center may be constructed in separate phases.

1.3 **Lease Space.** Developer in consideration of this Agreement does hereby agree to lease to the City a maximum of 1,000 square feet of space in the Center for the purpose of a police department substation ("Lease Space") the location of which is to be mutually agreed upon by the parties; provided however, the parties agree that such Lease Space shall be a ground-floor location, but shall not be a retail store front location.

(a) **Term.** The term of such lease for the Lease Space shall be for a period of five (5) years commencing on the Opening Date and shall automatically renew for subsequent five (5) year terms thereafter unless the Town gives written notice of termination to Developer prior to the expiration of the then current lease term. The Town shall continuously occupy the Lease Space during the lease term. The lease will terminate without further notice if it is not occupied within six months of the Opening Date or a six month period during the lease term or five years after this Agreement terminates.

(b) **Rent.** Town shall pay to Developer without offset or deduction annual rent in the amount of One Dollar (\$1.00) for the Lease Space, each payment of annual rent being due and payable on the first day of the first calendar month of each lease year. All installments of rent hereunder, when and as the same become due and payable, shall be paid in lawful money in the United States at the time to Developer at such location as Developer may designate from time to time.

(c) **Utilities, Insurance and Taxes.** In addition to annual rent, Town shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer and other utilities used in the Lease Space throughout the lease term or any renewals thereof. Town shall pay the prorated portion of insurance for the Lease Space. Town shall also pay all taxes assessed, levied, charged or imposed upon or against the Lease Space as a result of the Town's use thereof, if any.

1.4 **Maintenance of Infrastructure.** The Developer shall have sole responsibility for and shall bear all costs for the maintenance of all surface infrastructure on the Premises, including internal roads, fountains, landscaping, open space, streetlights, sidewalks, and parking lots. Grantors shall be responsible for operation and maintenance of Town owned and operated utilities.

**ARTICLE II**  
**STACY ROAD AND FAIRVIEW PARKWAY IMPROVEMENTS**

2.1 **Stacy Road Funding.** Developer agrees pursuant to this section to fund the Town's actual share of the costs for the construction of Stacy Road as a six lane divided thoroughfare within 120 feet of right-of-way from US Highway 75 to State Highway 5 including the intersections at U.S. Highway 75 and State Highway 5 including signalization, landscaping, irrigation, signage, lighting and other customary road improvements ("Stacy Road Project") for Town's share of the cost of participation in the Stacy Road Project. The participation in the Stacy Road Project is twenty-five percent (25%) by the Town and anticipated to be 25% by the City of Allen and fifty percent (50%) by Collin County through tax increment financing or other means negotiated by the parties. The Town shall use best efforts to obtain Collin County and Allen participation in the Stacy Road project. Town shall fund its portion of the design costs of Stacy Road to a maximum amount of \$175,000. Prior to the City of Allen's award of any construction contract(s) for the Stacy Road Project, Developer shall deliver to Town, at Developer's option, a cash escrow or an irrevocable letter of credit with an effective date concurrent with the contract(s) commencement date ("Letter of Credit") for the Town's portion of the construction amount and the amount, if any, that the design cost exceeds \$175,000. Upon delivery to the Town of the cash escrow or Letter of Credit, the Town will promptly execute the contract(s) agreeing to pay its portion for the Stacy Road Project. After the execution of the construction contracts for the Stacy Road Project and Commencement of Construction pursuant to that contract(s), the Town will make periodic payments to the contractor(s). Upon delivery to the Town of the engineer's approval of a contractor draw request of a portion of the construction amount, the Town shall deliver to the bank and Developer written notification, via facsimile using the form set forth in Exhibit "C" attached hereto and made a part hereof, to fund the approved contractor draw request from Developer's account and reduce the aggregate amount available for drawing under the Letter of Credit by the amount of the draw request without the necessity of amending the Letter of Credit. Town and Developer shall use reasonable commercial efforts to cooperate with and encourage the City of Allen to cause the Stacy Road Project to be completed on or before May 31, 2008. Upon completion of the Stacy Road Project and acceptance thereof by the Town, the Town shall promptly notify Developer and the bank to cancel and terminate the Letter of Credit. All risk of loss in connection with the letter of credit shall be the sole responsibility of Developer.

2.2 **Fairview Parkway Construction.** Upon acquisition of the necessary right-of-way by the Town, Developer shall cause the construction of Fairview Parkway as a four-lane divided thoroughfare within 80 feet of right-of-way from Stacy Road to the north boundary of the Premises and as a two lane roadway within 80 feet of right-of-way from the Premises to and including the temporary connection to Ridgeview Road ("Fairview Parkway"). The Town shall use reasonable commercial efforts to provide the remainder of the right-of-way for Fairview Parkway through property donation or condemnation on or before December 31, 2006. Developer shall use reasonable commercial efforts to cause Fairview Parkway to be completed on or before May 31, 2008 with priority given to the four lane portion of Fairview Parkway. Developer shall coordinate the construction of Fairview Parkway with other property owners abutting Fairview Parkway. Developer's cost for Fairview Parkway shall be reduced by any cost participation by abutting property owners prior to construction. Developer shall fund the cost of

right-of-way, design and construction of Fairview Parkway that is not funded by other property owners prior to construction.

### **ARTICLE III REIMBURSEMENT, GRANT AND OTHER INCENTIVES**

3.1 **Stacy Road and Fairview Parkway Reimbursement.** Grantors agree to reimburse Developer the funds advanced by Developer for the Town's share of the design and actual costs for the Stacy Road Project and Developer's costs for the right-of-way, design and construction of Fairview Parkway plus interest on all of the above from the date funds are expended (collectively, the "Reimbursement").

3.2 **Grant.** The Grantors shall, upon the Opening Date, provide Developer with an economic development grant equal to \$40,000,000 plus interest (the "Grant") to offset Developer's cost of development of the Center, including but not limited to the cost of providing anchor tenant incentives, internal streets, fountains, utilities, landscaping, streetlights, sidewalks, land, parking lots, and other open space. The Grant shall be reduced by the amount Grantors pay Developer for that portion of Fairview Parkway right-of-way located within the Premises. Developer shall provide the Town manager with the cost of public infrastructure constructed within the Premises which is included in the Grant. Developer shall allow the Town manager to inspect the documentation to confirm the amount of the anchor tenant incentives. In the event that one or more of the three contemplated Anchor Stores is not opened by date of substantial completion under Section 1.2, then the Grant will be reduced by an amount equal to the incentive offered by Developer to such Anchor Store(s).

3.3 **Rollback Taxes.** The Town will and hereby does waive any agricultural rollback taxes due to the Town for the Premises. In the event Developer is required to pay any Town agricultural rollback taxes for the Premises, the Town shall provide an economic development grant and rebate to Developer in a timely manner (but not later than 30 days following receipt thereof by the Town) in an amount identical to the agricultural rollback taxes paid to the Town by Developer.

3.4 **Impact Fee Waiver.** The Town will and hereby does waive all thoroughfare, water and sewer impact fees for the Center.

3.5 **Capital Recovery Fee Waiver.** The Town will and hereby does waive any capital recovery fees imposed against the Center.

3.6 **Road or Utility Assessment Waiver.** The Town will and hereby does waive any road or utility assessments for the construction of any of the improvements provided in this Agreement; however, the Developer shall work with the Town in a good faith effort to develop a Public Improvement District for Premises (excluding the Center) and other neighboring properties for the maintenance, repair and periodic replacement of the Fairview Parkway landscaping and streetscape improvements.

3.7 **Permit and Inspection Fee Waiver.** The Town will and hereby does waive any building permit and inspection fees related to the Center, Stacy Road Project and Fairview

Parkway. Developer shall reimburse the Town for the Town's cost of out source inspection and plan review services for the Center.

3.8 **Sales Taxes on Construction Materials.** To the extent allowed by Texas law, Developer shall establish the Premises as the situs for sales tax purposes, and Town agrees to rebate to Developer 50% of the sales taxes on construction materials for the Premises. Failure to establish the situs for sales tax purposes is not a default under this Agreement.

3.9 **Other Chapter 380 Incentives.** To the extent the rebate of the agricultural rollback tax rebate or the impact fee, capital recovery fee, road or utility assessment, building inspection fee or sales taxes on construction materials are not otherwise permitted, Town agrees to provide an economic development grant (the "Other Incentives") in accordance with this Agreement and pursuant to Chapter 380 of the Texas Local Government Code in the amount of the Other Incentive.

#### **ARTICLE IV PAYMENT OF REIMBURSEMENT, GRANT AND OTHER INCENTIVES**

4.1 **Payments Through Tax Receipts.** Grantors shall pay the Reimbursement, Grant and Other Incentives as provided herein from the Grantors' receipts from the collection of sales tax imposed by: (i) the FEDC pursuant to Section 4A of Article 5190.6 TEX. REV. CIV. STAT.; (ii) the FCDC pursuant to Section 4B of Article 5190.6 TEX. REV. CIV. STAT.; and (iii) the Town pursuant to Chapter 321 of the Texas Tax Code, attributed to the sale of Taxable Items (as that term is assigned by Chapter 151, TEX. TAX CODE, as amended) for storage, use or consumption by Retailers (as that term is assigned by Chapter 151, TEX. TAX CODE, as amended) at or within the Premises (the Town, 4A and 4B sales and use taxes collectively referenced herein as "Tax Receipts"). The Reimbursement and that portion of the Grant used to pay for public infrastructure will be made solely from the FEDC's Tax Receipts for the duration of the Agreement or until paid in full. If FEDC's Tax Receipts are insufficient to pay for the Reimbursement, the Reimbursement will be made from the Tax Receipts of first the FCDC and then the Town. Grantors' obligation to provide the Reimbursement shall be solely from and only to the extent of Grantors' Tax Receipts from the Premises. Grantors' obligation to provide the Reimbursement, any Grant payments, Other Incentives and any interest thereon shall be limited to the extent of lawfully available funds from Grantors' collection of Tax Receipts from the Premises. Under no circumstances shall Grantors be obligated to provide any Grant or Grant payments and any applicable interest unless there is available Tax Receipts from the Premises. Grantors shall provide each Grant in quarterly payments beginning on the last day of the first full calendar quarter immediately following the Opening Date and continuing on the last day of each succeeding calendar quarter until the earlier of (i) the Agreement is terminated and (ii) payment in full of the accumulated Reimbursement Grant and Other Incentives and accrued interest, unless the payments are sooner terminated. Any Grantor may pay all or a portion of the Reimbursement, Grant or Other Incentives at any time without penalty subject to the terms of this Agreement.

4.2 **Minimum Annual Tax Revenue to Town.** Beginning on the Opening Date, the Town shall receive an amount annually equal to the greater of (i) an amount equal to \$1,000,000 from the Town property taxes from the Premises and the Tax Receipts to the extent necessary,

net of costs paid by Town annually on any portion of the incentives provided hereunder which is refinanced by the Town under Section 4.6, or (ii) an amount equal to 20 percent (20%) of the sum of the Tax Receipts and Town property taxes from the Premises. The Town shall receive and retain all Town property taxes generated by the Premises. If the Town property taxes from the Premises are insufficient to meet the formula above, the requisite amount of the Tax Receipts shall be used to make up the difference and meet the minimum annual tax revenue. If the Town property taxes from the Premises are greater than \$1,000,000, the Town shall retain the total amount of the Town property taxes and the condition of subparagraph (i) shall have been met.

**4.3 Interest.** The Reimbursement shall bear interest of 7.5% compounded annually commencing on the date of the deposit of the cash escrow or the Town first withdraws the funds provided to the Town by Developer through an irrevocable letter of credit for the Town's participation in the cost of construction of Stacy Road Project or any portion thereof or the date of expenditure of funds by Developer for Fairview Parkway. The unpaid portion of the Grant and Other Incentives shall bear interest commencing on the Opening Date at the rate of 7.5% compounded annually.

**4.4 Sales Tax Receipts Certificate.** During the term hereof, Developer or the then owners or tenants on the Premises shall provide the Grantors, no later than thirty (30) days following the end of each calendar quarter a certificate or other statement in a form reasonably acceptable to the Grantors setting forth the sales tax imposed and collected for the sale of Taxable Items for storage, use or consumption by Retailers at or within the Premises (including Developer, any tenant, subtenant, lessee, licensee, concessionaire, retailer, merchant, or business, at or within the Premises) for the previous calendar quarter which are to be used to determine Developer's eligibility for payments to Developer from lawfully available funds from Tax Receipts, together with such supporting documentation as Grantors may reasonably request ("Sales Tax Receipts Certificate"). To the maximum extent possible, Grantors shall obtain confirmation of the Tax Receipts from the Premises pursuant to Section 321.3022 of the Texas Tax Code which shall constitute the Sales Tax Receipts Certificate. The Grantors shall calculate the Tax Receipts and determine Developer's entitlement to any Reimbursement, Grant or Other Incentives, and pay any Reimbursement, Grant or Other Incentives payments during the term of this Agreement based on the Sales Tax Receipts Certificates provided to Grantors. At the request of the Grantors, Developer shall provide such additional documentation as may be reasonably requested by the Grantors to evidence, support and establish the sales tax attributable to the sale of Taxable Items by Retailers at the Premises and the Tax Receipts.

**4.5 Collective Payments.** The sum of required Grants, Reimbursement and Other Incentives payments shall be aggregated and collectively paid by the Grantors from the Tax Receipts, to the extent available. Except for the FEDC Tax Receipts which shall be used exclusively for public infrastructure, the available Tax Receipts shall be applied on a prorata basis in payment of any Grants, Reimbursement and Other Incentives then existing based on the unpaid portion of such Grant, Reimbursement or Other Incentive, plus interest, as the case maybe, to the sum total of the Grant, Reimbursement and Other Incentives.

**4.6 Alternative Public Financing.** The Developer shall reasonably cooperate with the Town in identifying and securing alternative forms of project financing that will result in lower discount rates to the Town, including but not limited to Tax Increment Financing.

Developer agrees to support creation of a public improvement district pursuant to Chapter 372 of the Texas Local Government Code ("PID") to fund Fairview Parkway construction if requested by Town prior to commencement of construction of Fairview Parkway so long as (a) the PID does not include retail areas of the Center and (b) this Agreement is amended if necessary so that the PID does not change the net economic results to Developer under this Agreement as originally executed.

## ARTICLE V MISCELLANEOUS

5.1 **Termination.** This Agreement terminates upon the following:

- (a) by written mutual agreement of all parties;
- (b) by any Grantor, if Developer defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured;
- (c) the earlier of (i) the expiration of twenty-two (22) years following the Opening Date, and (ii) singular or collective payment of the Grant, Reimbursement and Other Incentives by Grantors to Developer;
- (d) by any Grantor, if any taxes owed to any Grantor by Developer (provided Developer retains the right to timely and properly protest and contest any such taxes); or
- (e) by any Grantor if Developer fails to continuously operate and maintain the Center as a lifestyle retail shopping center.

5.2 **Default.** In the event a party fails to comply with the terms of this Agreement and the party fails to cure such failure within 30 days after written notice from the other party describing such failure or if such failure cannot be cured within such 30 day period and the exercise of all due diligence, then if a party fails to commence such cure within 30 day period or fails to continuously thereafter diligently pursue the cure of such failure, the other party may pursue any remedy available at law or in equity and any legal proceedings brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the nonprevailing party as permitted by Section 271.159 of the Texas Local Government Code, effective on December 1, 2005 or as it may be subsequently amended, or in accordance with any means available at law or in equity.

5.3 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by a party, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to force majeure, which term shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the parties.

5.4 **Representations of the Grantors.** The Grantors hereby represent and warrant that they have full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the duties and obligations of this Agreement and all of

the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Grantors, enforceable in accordance with its terms.

**5.5 Representations of the Developer.** Developer hereby represents and warrants that Developer has full power to execute and deliver and perform the terms, duties, and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary proceedings. This Agreement constitutes the legal, valid and binding obligations of Developer, enforceable in accordance with its terms.

**5.6 Eminent Domain.** If all or substantially all of the Center and Premises is taken under power of eminent domain (which term as used in this Agreement shall include any conveyance in avoidance or settlement of condemnation or eminent domain proceedings) or other similar proceeding, then this Agreement shall terminate as of the date of taking of possession by the condemning authority; provided however, Developer shall be compensated by the condemning authority for the value of this Agreement. Grantor and Developer agree that if less than all or substantially all of the Center and Premises is taken under power of eminent domain or other similar proceeding, then this Agreement shall nevertheless continue in effect as to the remainder of the Center and Premises; provided, however, that if Grantors and Developer both agree within thirty (30) days following the taking that so much of the Center and Premises has been taken or condemned as to make it economically unsound to attempt to use the remainder thereof for the conduct of Developer's business thereon, then this Agreement shall terminate upon possession of such portion of the Premises by the condemning authority; provided however, Developer shall be compensated by the condemning authority for the value of this Agreement.

**5.7 Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto.

**5.8 Limitation on Liability.** It is understood and agreed by the parties that Developer, in the development of the Center and satisfying the conditions of this Agreement, is acting independently, and the Grantors assume no responsibilities or liabilities to third parties in connection with these actions.

**5.9 No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The Grantors, past, present and future officers, elected officials, employees and agents of the Grantors do not assume any responsibilities or liabilities to any third party in connection with the development of the Center or the design, construction or operation of the Center.

**5.10 Access to Center.** Developer further agrees that the Grantors and their agents and employees shall have a right to reasonable access to the Center, upon reasonable advance written notice and subject to any security requirements, if any, to inspect the Center in order to insure that the construction of the Center is in accordance with this Agreement and all applicable Federal, State, and local laws and regulations.



5.11 **Assignment.** Developer, its legal representatives or successors in interest shall not assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of Developer under this Agreement, without obtaining the prior written consent of Grantors, which shall not be unreasonably withheld or delayed. Notwithstanding anything contained herein to the contrary, Developer may assign this Agreement, without the consent of Grantors, provided Developer retains more than fifty percent (50%) of the ownership interests in the Center (whether by stock, partnership or otherwise). In addition, without the consent of Grantors, Developer may assign this Agreement to any construction lender ("Construction Lender") providing a construction loan to Developer to pay the costs of constructing the Center, and Construction Lender shall be entitled to succeed to Developer's rights under this Agreement, if Construction Lender obtains title to the Premises by foreclosure or deed in lieu of foreclosure. Construction Lender may assign any rights so acquired to a purchaser of the Premises from Construction Lender following any such foreclosure or deed in lieu of foreclosure (a "Subsequent Owner"); provided, however, that such assignment by Construction Lender to a Subsequent Owner shall be subject to Grantors' consent, which consent shall not be unreasonably withheld or delayed. As a condition to the exercise by Construction Lender or any Subsequent Owner of Developer's rights under this Agreement, Construction Lender or Subsequent Owner, as applicable, must satisfy all of Developer's obligations under this Agreement which are conditions to the exercise of any such rights.

5.12 **Notice.** Any notice required or permitted to be delivered hereunder shall be upon receipt sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, by facsimile or by courier or other hand delivery.

If intended for the Town:

Attn: Town Manager  
Town of Fairview  
500 S. Highway 5  
Fairview, TX 75069  
972-562-0522  
972-548-0268 FAX

If intended for the FEDC:

Attn: President  
Fairview Economic Development Corporation  
500 S. Highway 5  
Fairview, TX 75069  
972-562-0522  
972-548-0268 FAX

If intended for the FCDC:

Attn: President  
Town of Fairview Community Development Corporation  
500 S. Highway 5  
Fairview, TX 75069  
972-562-0522  
972-548-0268 FAX

If intended for the Developer:

Attn: President  
The MG Herring Property Group LLC  
5710 LBJ Freeway  
Suite 450  
Dallas, Texas 75240-6399  
972-448-0200  
972-448-0248 FAX

With Copies to:

Attn: Barry R. Knight  
Winstead Sechrest & Minick P.C.  
5400 Renaissance Tower  
Dallas, Texas 75270  
214-745-5400  
214-745-5390 FAX

**5.13 Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in the Exhibits attached hereto.

**5.14 Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

**5.15 Amendment.** This Agreement may be amended by the mutual written agreement of the parties affected.

**5.16 Legal Construction.** In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found-to be illegal, invalid or unenforceable.

5.17 **No Conflicts of Interest.** The Grantors represent and warrant that the Premises upon which the Center is to be located is not owned by any officer or employee of the Grantors.

5.18 **Recitals.** The recitals to this Agreement are incorporated herein.

5.19 **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

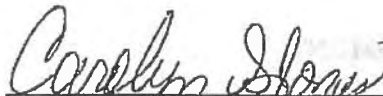
5.20 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

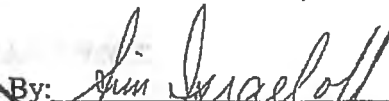
5.21 **Effectiveness of Agreement.** This Agreement shall not become effective unless Developer acquires fee simple title to the Premises on or before December 31, 2006. Developer shall provide Grantors written confirmation of its acquisition of the Premises within ten (10) days after closing the acquisition of the Premises. If Developer does not acquire fee simple title to the Premises on or before December 31, 2006, this Agreement shall be null and void and of no further effect.

EXECUTED on this 27 day of March, 2006.

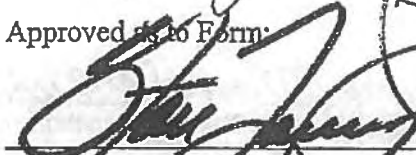
Attest:

TOWN OF FAIRVIEW, TEXAS

  
Carolyn Jones, Town Secretary

By:   
Sim Israeloff, Mayor

Approved as to Form:

  
Town Attorney



EXECUTED on this 27 day of March, 2006.

FAIRVIEW ECONOMIC DEVELOPMENT  
CORPORATION

By:   
Jim Smith, President

EXECUTED on this 27 day of March, 2006.

TOWN OF FAIRVIEW COMMUNITY  
DEVELOPMENT CORPORATION

By: [Signature]  
Jim Smith, President

EXECUTED on this 31<sup>st</sup> day of March, 2006.

THE VILLAGE AT FAIRVIEW LP,  
a Texas limited partnership

By: Herring Village at Fairview GP Inc.,  
a Texas corporation, its general partner

By: [Signature]  
M.G. Herring, Jr.,  
Chief Executive Officer

**TOWN'S ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 27 day of March, 2006, by Sim Israeloff, Town Mayor of the Town of Fairview, Texas, on behalf of said municipality.

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
7-16-09



FEDC'S ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

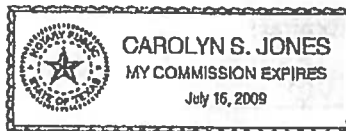
COUNTY OF COLLIN

This instrument was acknowledged before me on the 27 day of March, 2006, by Jim Smith, President of Fairview Economic Development Corporation, a Texas Nonprofit Corporation, on behalf of said corporation.

Carolyn S. Jones  
Notary Public, State of Texas

My Commission Expires:

7-16-09



FCDC'S ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
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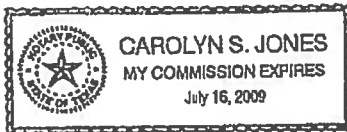
COUNTY OF COLLIN

This instrument was acknowledged before me on the 27 day of March, 2006, by Jim Smith, President of The Town of Fairview Community Development Corporation, on behalf of said corporation.

Carolyn S. Jones  
Notary Public, State of Texas

My Commission Expires:

7-16-09



**DEVELOPER'S ACKNOWLEDGMENT**

STATE OF TEXAS

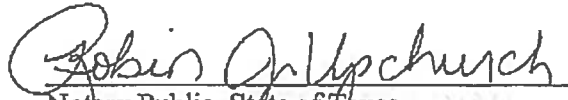
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COUNTY OF DALLAS

§

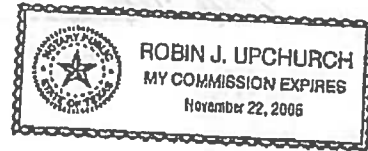
§

This instrument was acknowledged before me on the 31 day of March, 2006, by M.G. Herring, Jr., Chief Executive Officer of Herring Village at Fairview GP Inc., a Texas corporation, in its capacity as general partner of The Village at Fairview LP, a Texas limited partnership, on behalf of said partnership.

  
Notary Public, State of Texas

My Commission Expires:

11-22-06



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PREMISES**

**NORTHERN TRACT ONE**

BEING nine tracts of land situated in the John A. Taylor Survey, Abstract No. 909, the Joseph Dixon Survey, Abstract No. 276 and the George Phillips Survey, Abstract No. 701, City of Fairview, Collin County, Texas, and being all of the following tracts: a tract of land conveyed to Greenville Stacy, L.P., by deed recorded in Volume 5737, Page 2503, Deed Records of Collin County, Texas (D.R.C.C.T.), and filed in County Clerk's File No. 2004-0125020, a tract of land conveyed to Russell Edward Schmidt and filed under County Clerk's File No. 95-0087628, a tract of land (Tract 4) conveyed to Sloan Creek, L.P., by deed recorded in Volume 5058, Page 5734, D.R.C.C.T., and filed under County Clerk's File No. 2001-0154958, a tract of land conveyed to PLF, Ltd., by deed recorded in Volume 4764, Page 2677, D.R.C.C.T., and filed under County Clerk's File No. 2000-0107008, a tract of land conveyed to D-F Pacific No. 2, Inc., by deed recorded in Volume 3967, Page 1271, D.R.C.C.T., and filed under County Clerk's File No. 97-0062262, a tract of land conveyed to Big Horn Partnership Fund, Ltd., and filed under County Clerk's File No. 96-0001759, a tract of land conveyed to Big Horn Partnership Fund, Ltd., by deed recorded in Volume 4561, Page 2379, D.R.C.C.T., and filed under County Clerk's File No. 99-0149985 and a tract of land (Tract 1) conveyed to Sloan Creek, L.P., by deed recorded in Volume 5058, Page 5734, D.R.C.C.T., and filed under County Clerk's File No. 2001-0154958, and also being a portion of a tract of land conveyed to Little Big Horn Partnership Fund, Ltd., by deed recorded in Volume 4409, Page 2864, D.R.C.C.T., and filed under County Clerk's File No. 99-0056058 and a portion of a tract of land conveyed to Fairview Hwy. 5, Ltd., by deed recorded in Volume 5518, Page 3312, D.R.C.C.T., and filed under County Clerk's File No. 2003-0201548, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set for corner at the intersection of the northwesterly right-of-way line of the D.A.R.T. rail (100' R.O.W. at this point) and the north right-of-way line of FM 2786 (Stacy Road, 120' R.O.W.), said iron rod also being the southwesterly corner of said Big Horn Partnership Fund, Ltd., tract (Vol. 4561, Pg. 2379);

THENCE N37°51'57"E, leaving the northwesterly right-of-way line of said D.A.R.T. rail and along the northwesterly line of said Big Horn tract, a distance of 948.98 feet to a 5/8" iron rod set for corner at the northwesterly corner of said Big Horn tract;

THENCE S89°01'57"E, along the north line of said Big Horn tract, a distance of 125.05 feet to a capped iron rod found for corner, said capped iron rod being in the southeasterly right-of-way line of said D.A.R.T. rail and the northwesterly corner of aforementioned Big Horn Partnership Fund, Ltd. tract (CC# 96-0001759) and the southwesterly corner of aforementioned D-F Pacific No. 2, Inc. tract;

THENCE N37°51'57"E, along the southeasterly right-of-way line of said D.A.R.T. rail, a distance of 2276.61 feet to a capped iron rod found for corner at the northwesterly corner of aforementioned Sloan Creek, L.P. tract (Tract 1);

THENCE N89°58'23"E, leaving the southeasterly R.O.W. line of said D.A.R.T. rail and along the north line of said Sloan Creek, L.P. tract (Tract 1), a distance of 1364.83 feet to a 5/8" iron rod set for corner in the west line of a tract of land conveyed to Geer Balance, Ltd. by deed recorded in Volume 5516, Page 5636, D.R.C.C.T.;

THENCE S05°10'21"W, along the west line of said Geer Balance tract and the east line of said Sloan Creek tract (Tract 1), a distance of 430.19 feet to a 5/8" iron rod set for corner at the beginning of a non-tangent curve to the left having a radius of 1000.00 feet, said iron rod also being in the west line of a tract of land conveyed to Fairview Hwy. 5 Ltd., by deed recorded in Volume 5518, Page 3312, D.R.C.C.T., and being the proposed centerline of relocated State Highway 5;

THENCE, leaving the west line of said Fairview Hwy. 5 tract and along said non-tangent curve to the left, an arc distance of 198.58 feet through a central angle of 11°22'41" and a chord bearing and distance of S66°38'37"E, 198.26 feet to a 5/8" iron rod set for corner and the beginning of a reverse curve to the right having a radius of 1405.00 feet;

THENCE along said reverse curve to the right, an arc distance of 1295.93 feet, through a central angle of 52°50'53" and a chord bearing and distance of S45°54'30"E, 1250.48 feet to a 5/8" iron rod set for corner in the north line of aforementioned Greenville Stacy, L.P. tract and the south line of aforementioned Fairview Hwy. 5, Ltd. tract;

THENCE S89°41'27"E, along said common line between said Fairview Hwy. 5 tract and the north line of aforementioned Greenville Stacy, L.P. tract, a distance of 457.43 feet to a 1/2" iron rod found for corner in the northwesterly right-of-way line of State Highway 5, said 1/2" iron rod also being the southeast corner of said Fairview Hwy. 5 tract and the northeast corner of said Greenville Stacy tract, and being the beginning of a non-tangent curve to the right having a radius of 1860.08 feet;

THENCE along the northwesterly right-of-way line of said State Highway 5, the easterly line of said Greenville Stacy tract and said non-tangent curve to the right, an arc distance of 483.73, through a central angle of 14°54'01" and a chord bearing and distance of S23°38'51"W, 482.37 feet to a concrete highway monument found for corner;

THENCE S31°07'19"W, continuing along said Highway right-of-way line and the east line of said Greenville Stacy tract, a distance of 883.68 feet to a 1/2" iron rod found for corner at a southerly corner of aforementioned Little Big Horn Partnership Fund, Ltd. tract;

THENCE S62°13'24"W, continuing along said Highway right-of-way line and along the south line of said Little Big Horn tract, a distance of 86.62 feet to a 5/8" iron rod set for corner in the north right-of-way line of aforementioned FM 2786 (Stacy Road);

THENCE N87°48'06"W, continuing along the south line of said Little Big Horn tract and the north line of said FM 2786, a distance of 74.42 feet to a 5/8" iron rod set for corner at the southeast corner of a tract of land conveyed to the Town of Fairview by deed recorded in Volume 660, Page 184, D.R.C.C.T.;



THENCE N00°57'20"E, along the east line of said Town of Fairview tract, a distance of 43.42 feet to a 5/8" iron rod set for corner at the northeast corner of said Town of Fairview tract;

THENCE S89°13'40"W, along the north line of said Town of Fairview tract, a distance of 50.12 feet to a 5/8" iron rod set for corner at the northwest corner of said Town of Fairview tract;

THENCE S00°20'25"W, along the west line of said Town of Fairview tract, a distance of 43.53 feet to a 5/8" iron rod set for corner at the southwest corner of said Town of Fairview tract, said 5/8" iron rod also being in the north right-of-way line of aforementioned FM 2786 (Stacy Road);

THENCE N88°49'57"W, along the north right-of-way line of said FM 2786 (Stacy Road), a distance of 3520.94 feet to a concrete highway monument found for corner and the beginning of a curve to the left having a radius of 5789.58 feet;

THENCE continuing along the north right-of-way line of said FM 2786 (Stacy Road) and said curve to the left, an arc distance of 122.43 feet through a central angle of 01°12'42" and a chord bearing and distance of N89°26'18"W, 122.43 feet to a 1/2" iron rod found for corner;

THENCE S89°57'21"W, continuing along the north right-of-way line of said FM 2786 (Stacy Road), a distance of 475.03 feet to the POINT OF BEGINNING and containing 8,271,236 square feet or 189.881 acres of land.

NORTHERN TRACT TWO

BEING two tracts of land situated in the G. Phillips Survey, Abstract No. 701 and the Joseph Dixon Survey, Abstract No. 276, City of Fairview, Collin County, Texas, and being all of the same tract of land conveyed to Sloan Creek, L.P. (Tract 2) and all of the same tract of land conveyed to Sloan Creek, L.P. (Tract 3) by deed recorded in Volume 5058, Page 5734, Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron set in the east right of way line of U. S. Highway 75 and inadvertently described in the previous document as being in the south line of the G. Phillips Survey, Abst. #701 and the middle of Murray Road;

THENCE North 26°26'25" East, with said east right-of-way line, a distance of 35.27 feet to a wood right-of-way post found for corner;

THENCE North 30°50'44" West, with said east right-of-way line, a distance of 53.05 feet to a wood right-of-way post found for corner;

THENCE North 26°08'16" East, with said east right-of-way line, a distance of 86.23 feet to a 5/8" iron rod set for corner;

THENCE North 19°04'16" East, with said east right-of-way line, a distance of 103.50 feet to a 5/8" iron rod set for corner;

THENCE North 23°10'22" East, with said east right-of-way line, a distance of 170.61 feet to a 5/8" iron rod set for the most northerly corner of this tract;

THENCE South 00°28'12" West, leaving said east right-of-way line, a distance of 409.10 feet to a 5/8" iron rod set for corner;

THENCE North 89°56'53" East, a distance of 20.57 feet to a 5/8" iron rod set for corner in the northwesterly right-of-way line of the D.A.R.T. rail (100' R.O.W.);

THENCE South 37°51'57" West, along the northwesterly right-of-way line of said D.A.R.T. rail, a distance of 764.47 feet to a 5/8" iron rod set for corner, said iron rod also being in the east right-of-way line of aforementioned U.S. Highway 75;

THENCE North 17°08'28" East, along the east right-of-way line of said U.S. Highway 75, a distance of 223.53 feet to a 5/8" iron rod set and the beginning of a curve to the left having a radius of 5889.58 feet;

THENCE continuing along said east right-of-way and said curve to the left, an arc distance of 204.58 feet through a central angle of 01°59'25" and a chord bearing and distance of North 28°55'57" East, 204.57 feet to a 5/8" iron rod set for corner;

THENCE North 27°11'29" East, continuing along said east right-of-way line, a distance of 153.30 feet to a 3/8" iron rod found for corner;

THENCE North  $59^{\circ}54'57''$  East, continuing along said east right-of-way line, a distance of 85.46 feet to a wood right-of-way post found for corner;

THENCE North  $26^{\circ}30'47''$  East, continuing along said right-of-way line, a distance of 35.25 feet to the POINT OF BEGINNING and containing 96,406 square feet or 2.213 acres of land.

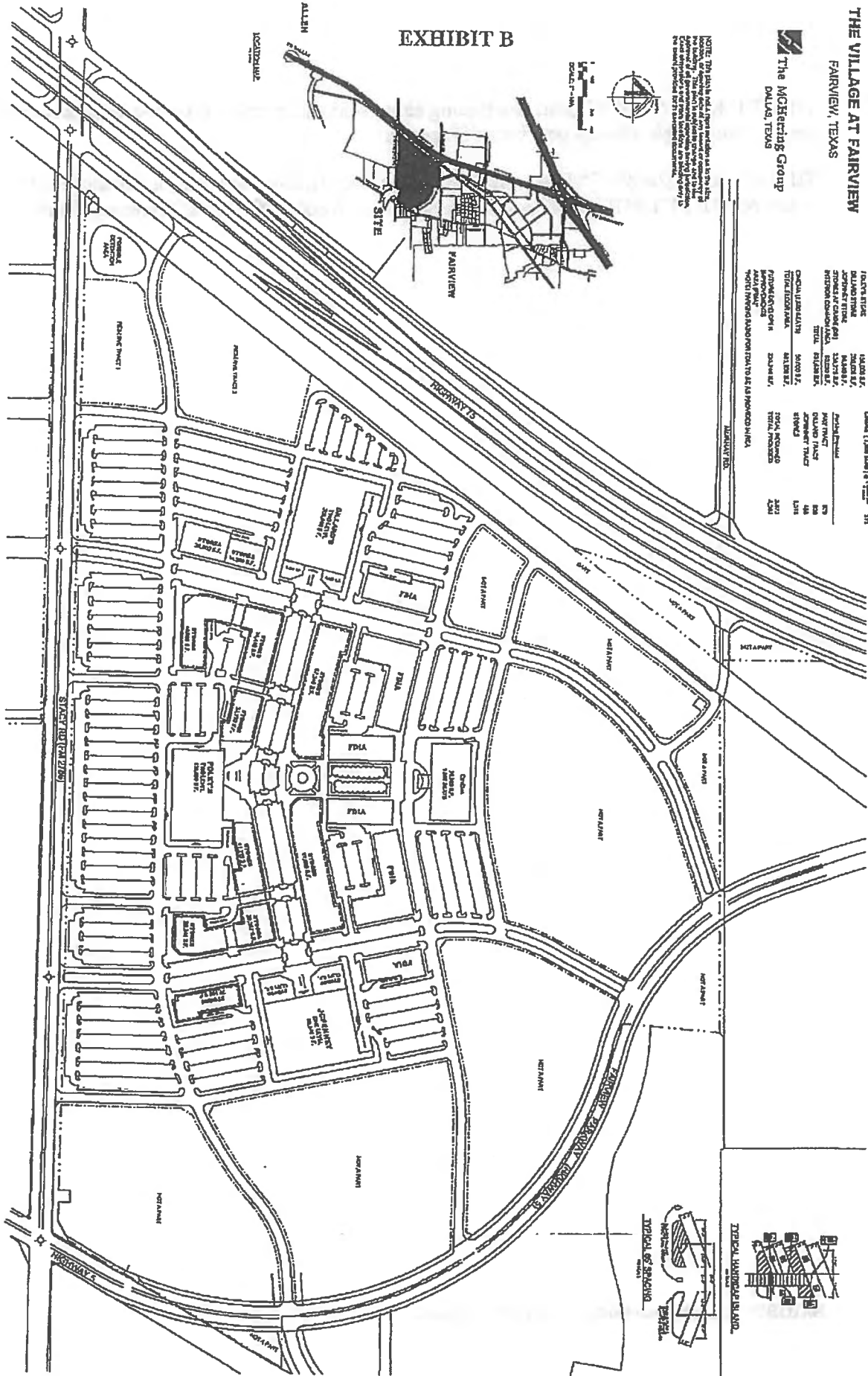
**A-01-C2**  
**08/25/05**  
**THE VILLAGE AT FAIRVIEW**  
**FAIRVIEW, TEXAS**

**The McGraw-Hill**  
**CONSTRUCTION GROUP**  
**DALLAS, TEXAS**

**NOTE:** THIS PLAN IS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION. THE PLAN IS SUBJECT TO CHANGE AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



**EXHIBIT B**



AREA TABLE		TOTAL AREA	
Lot Area	1,200,000	Lot Area	1,200,000
Impervious Area	1,200,000	Impervious Area	1,200,000
Open Space	1,200,000	Open Space	1,200,000
Water	1,200,000	Water	1,200,000
Other	1,200,000	Other	1,200,000
<b>TOTAL</b>	<b>1,200,000</b>	<b>TOTAL</b>	<b>1,200,000</b>

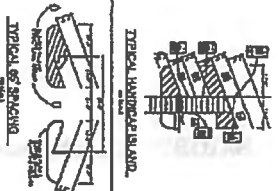


EXHIBIT "C"

[TOWN OF FAIRVIEW, TEXAS LETTERHEAD]

\_\_\_\_\_, 2006

[bank]  
Letter of Credit Department  
[bank address]

RE: *Letter of Credit No.* \_\_\_\_\_; *issued* \_\_\_\_\_, 2006 ("*Letter of Credit*")

Dear Sir:

Pursuant to the enclosed written approval of the contractor draw request executed by the Town, you are hereby instructed to wire transfer \$\_\_\_\_\_ ("*Draw Amount*") to [Town of Fairview Bank Account] for payment of the contractor in accordance with the construction contract between the Town of Fairview, Texas and \_\_\_\_\_ [*Contractor's Name*], dated \_\_\_\_\_, 2006. You are hereby notified that the aggregate amount available for drawing under the Letter of Credit is reduced by the Draw Amount without amending the Letter of Credit.

Sincerely,

TOWN OF FAIRVIEW, TEXAS

By:

EXHIBIT C, Written Notification to Bank - Solo Page

Dallas\_14348075\8  
44555-1 3/21/2006

FIRST AMENDMENT  
TO  
The  
ECONOMIC DEVELOPMENT  
AGREEMENT



BY AND AMONG

Town of Fairview, Texas

Town of Fairview Community Development  
Corporation

Fairview Economic Development Corporation

Village at Fairview, L. P.

STATE OF TEXAS

§  
§  
§  
§

FIRST AMENDMENT TO ECONOMIC  
DEVELOPMENT AGREEMENT

COUNTY OF COLLIN

This First Amendment to Economic Development Agreement ("First Amendment") is made effective as of May 1, 2007 ("Effective Date") by and among the Town of Fairview, Texas, a Texas home rule municipality ("Town"), the Fairview Economic Development Corporation, a Texas non-profit corporation ("FEDC"), the Town of Fairview Community Development Corporation, a Texas non-profit corporation ("FCDC") (Town, FEDC and FCDC collectively referred to as "Grantors") and The Village at Fairview, L.P., a Texas limited partnership ("Developer"), acting by and through their respective authorized officers and representatives.

RECITALS:

WHEREAS, on March 31, 2006 Grantors and Developer fully executed an Economic Development Agreement ("Agreement") to provide infrastructure improvements and economic development incentives to induce Developer to develop a retail lifestyle shopping center as described in the Agreement; and

WHEREAS, Developer has acquired the Premises as defined in the Agreement; and

WHEREAS, Developer has attracted a hotel and conference center development on the property shown in the approximate location on the site plan in Exhibit "A" attached hereto and made a part hereof ("Hotel/Conference Center Site"); and

WHEREAS, in order to attract the Hotel and Conference Center Grantors desire to amend the Agreement to extend the term to twenty-five (25) years and to increase the Grant amount as set forth below; and

WHEREAS, Grantors and Developer desire to clarify the Agreement to provide for the waiver of impact and other fees are applicable to land uses within the Center that are not retail in nature; and

WHEREAS, Grantors and Developer desire to reinstate the Agreement and amendment the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grants and Developer agree as follows:

1. The Premises as set forth in the Agreement are hereby amended to exclude the Hotel/Conference Center Site.
2. The Grant as set forth in Section 3.2 of the Agreement is hereby increased from \$40,000,000.00 plus interest to \$43,855,000 plus interest as set forth in the Agreement for \$40,000,000 and interest from the Effective Date for \$3,855,000 of the Grant amount. The amount of the Grant shall be reduced by any amounts paid by the Town for Conference Center

Site pursuant to the Master Development Agreement between the Town, Developer and John Hammons Revocable Trust Dated December 28, 1989, As Amended and Restated.

3. Section 5.1(c) of the Agreement is hereby amended to provide that the Agreement terminates upon:

(c) the earlier of (1) the expiration of twenty-five (25) years following the Opening Date, and (2) singular or collective payment of the Grant, Reimbursement and Other Incentives by Grantors to Developer.

4. The Center as defined in the Agreement shall consist of the retail and mixed use development within the area shown on the site plan in Exhibit "A" attached hereto and made a part hereof which replaces the site plan originally attached as Exhibit "B" to the Agreement.

5. The Agreement is hereby amended to delete Section 5.21. The Agreement as amended by this First Amendment, is and shall remain in full force and effect as written.

EXECUTED on this 1 day of June, 2007.

Attest:

TOWN OF FAIRVIEW, TEXAS

Michelle Rinehart  
~~Carolyn Jones~~, Town Secretary  
Michelle Rinehart, Intervenor  
Approved as to Form:

By: Sim Israeloff  
Sim Israeloff, Mayor

\_\_\_\_\_  
Town Attorney



TOWN'S ACKNOWLEDGMENT

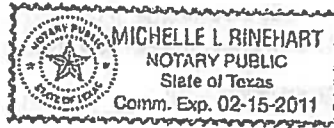
STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1 day of June, 2007, by Sim Israeloff, Town Mayor of the Town of Fairview, Texas, on behalf of said municipality.

Michelle Rinehart  
Notary Public, State of Texas

My Commission Expires:

2-15-2011



FAIRVIEW ECONOMIC DEVELOPMENT CORPORATION

By: *Jim Smith*  
Jim Smith, President

FEDC'S ACKNOWLEDGMENT

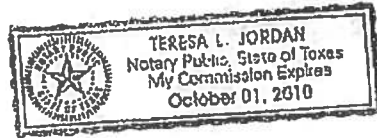
STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN      §

This instrument was acknowledged before me on the 29 day of May, 2007, by Jim Smith, President of Fairview Economic Development Corporation, a Texas Nonprofit Corporation, on behalf of said corporation.

*Teresa L. Jordan*  
Notary Public, State of Texas

My Commission Expires:

10/01/07



TOWN OF FAIRVIEW COMMUNITY  
DEVELOPMENT CORPORATION

By:   
Jim Smith, President

FCDC'S ACKNOWLEDGMENT

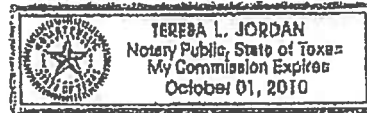
STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 29 day of May 2007, by Jim Smith, President of The Town of Fairview Community Development Corporation, on behalf of said corporation.

  
Notary Public, State of Texas

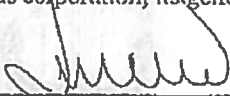
My Commission Expires:

10/01/2010



THE VILLAGE AT FAIRVIEW LP,  
a Texas limited partnership

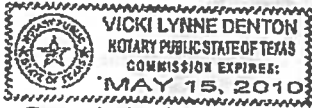
By: Herring Village at Fairview GP Inc.,  
a Texas corporation, its general partner

By:   
James A. Moomaw  
Vice President

DEVELOPER'S ACKNOWLEDGMENT

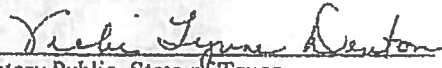
STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2007, by James A. Moomaw, Vice President of Herring Village at Fairview GP Inc., a Texas corporation, in its capacity as general partner of The Village at Fairview LP, a Texas limited partnership, on behalf of said partnership.



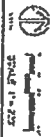
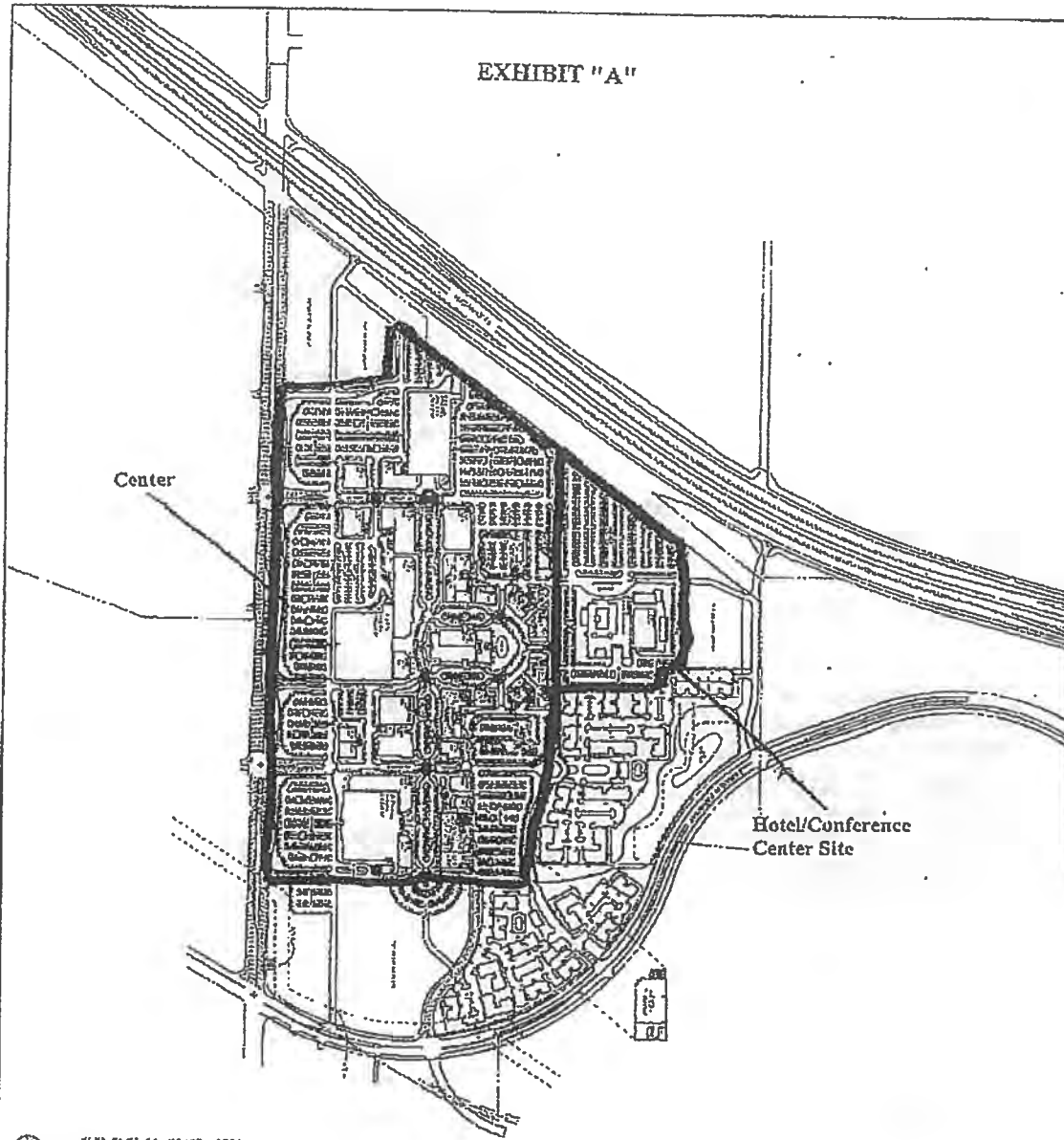
My Commission Expires:

May 15, 2010

  
Notary Public, State of Texas

Dallas 14606997AS  
44555-1 5/18/2007

EXHIBIT "A"



NOTES:  
 1. THIS PLAN IS TO BE USED IN CONNECTION WITH THE SITE PLAN FOR THE HOTEL/CONFERENCE CENTER SITE.  
 2. THE HOTEL/CONFERENCE CENTER SITE IS LOCATED AT THE INTERSECTION OF THE HIGHWAY AND THE RIVER.  
 3. THE HOTEL/CONFERENCE CENTER SITE IS TO BE DEVELOPED AS A HOTEL/CONFERENCE CENTER.  
 4. THE HOTEL/CONFERENCE CENTER SITE IS TO BE DEVELOPED AS A HOTEL/CONFERENCE CENTER.  
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 10. THE HOTEL/CONFERENCE CENTER SITE IS TO BE DEVELOPED AS A HOTEL/CONFERENCE CENTER.

LEGEND

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99. HOTEL/CONFERENCE CENTER	100. HOTEL/CONFERENCE CENTER

THE MGHERRING GROUP

JFRA ARCHITECTS

THE MGHERRING GROUP  
 1000 ...  
 ...

JFRA ARCHITECTS  
 1000 ...  
 ...

DATE	BY	REVISION

STATE OF TEXAS

§

**SECOND AMENDMENT TO ECONOMIC  
DEVELOPMENT AGREEMENT**

COUNTY OF COLLIN

§

§

This Second Amendment to Economic Development Agreement ("Second Amendment") is made effective as of July 8, 2008 ("Effective Date") by and among the Town of Fairview, Texas, a Texas home rule municipality ("Town"), the Fairview Economic Development Corporation, a Texas non-profit corporation ("FEDC"), the Town of Fairview Community Development Corporation, a Texas non-profit corporation ("TFCDC") (Town, FEDC and TFCDC collectively referred to as "Grantors") and The Village at Fairview, L.P., a Texas limited partnership ("Developer"), acting by and through their respective authorized officers and representatives.

**RECITALS:**

**WHEREAS**, on March 31, 2006 Grantors and Developer fully executed an Economic Development Agreement ("Original Agreement") and effective May 1, 2007 Grantors and Developer entered into the First Amendment to Economic Development Agreement ("First Amendment") (Original Agreement and First Amendment collectively "Agreement") to provide infrastructure improvements and economic development incentives to induce Developer to develop a retail lifestyle shopping center as described in the Agreement (the "Center"); and

**WHEREAS**, Developer has acquired the Premises as defined in the Agreement; and

**WHEREAS**, Developer has attracted a specialty food store development on the Premises shown in the approximate location on the site plan in Exhibit "A" attached hereto and made a part hereof ("SFS Site"); and

**WHEREAS**, the development and construction of the SFS Site will promote economic development, stimulate business and commerce, create additional employment opportunities and generate tax revenue; and

**WHEREAS**, Developer has advised Grantors that a contributing factor that would attract a specialty food store development and induce Developer to develop the SFS Site would be an agreement by Grantors to provide an economic development grant to Developer to defray a portion of the costs to be incurred by Developer in developing and constructing the SFS Site; and

**WHEREAS**, Grantors are authorized by Article III, Section 52-a of the Texas Constitution, Chapter 380 of the TEX. LOC. GOV'T CODE, and the Development Corporation Act, Article 5190.6, TEX. REV. CIV. STAT. to establish economic development programs; and

**WHEREAS**, the FEDC has concluded that the roadway improvements and other infrastructure for the Center and SFS Site are necessary to promote or develop new or expanded business enterprises and constitute a "project", as that term is defined in Article 5190.6, TEX. REV. CIV. STAT., and is willing to provide Developer with economic assistance hereinafter set forth for the roadway improvements and infrastructure; and

WHEREAS, the TFCDC finds the Center and SFS Site to be suitable for use for entertainment and tourist purposes and constitutes a "project" as defined in Section 4B of Article 5190.6, TEX. REV. CIV. STAT.; and

WHEREAS, in order to attract the specialty food store, Grantors and Developer desire to amend the Agreement to increase the Grant amount as set forth below; and

WHEREAS, Grantors and Developer desire to clarify the Agreement to provide for certain waivers of impact and other fees are applicable to land uses within the Center that are not retail in nature, as more particularly defined herein; and

WHEREAS, Grantors and Developer desire to maintain the Agreement and amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor and Developer agree as follows:

1. The Center as set forth in the Agreement is hereby amended to include the SFS Site. The Center as defined in the Agreement shall consist of the retail and mixed use development within the area shown on the site plan in Exhibit "A" attached hereto and made a part hereof ("Site Plan") which replaces the site plan originally attached as Exhibit "B" to the Agreement.

2. Paragraph 2 of the First Amendment is deleted and is null and void. The Grant as set forth in Section 3.2 of the Agreement is hereby increased to \$48,685,934 plus interest. Interest shall be paid on \$40,000,000 as set forth in the Agreement. Interest shall be paid from the Effective Date for \$8,685,934 of the Grant amount. If Developer agrees to sell the Town land within the Premises for a hotel or conference center, the purchase price shall be \$5.50 per square foot of land.

3. Section 4.1 of the Agreement is amended to add the following provision: Within the SFS Site, 100% of the 4A and 4B Tax Receipts and 60% of the City Tax Receipts generated by the specialty food store and 100% of the 4A and 4B Tax Receipts from the in-line commercial space adjacent to the specialty food store shall be used to pay the Reimbursement, Grant and Other Incentives. Tax Receipts from the platted outparcels within the SFS Site are excluded from the Economic Development Agreement and shall not be used to pay the Reimbursement, Grant or Other Incentives.

4. Upon Developer entering a binding agreement with the specialty food store to locate on the SFS Site ("SFS Agreement") and on or before December 31, 2008, Developer agrees to donate by special warranty deed 5 acres to the Town for a new town hall site ("Town Hall Site") in the area generally shown on the Site Plan. Developer will provide the necessary site preparation work, utilities to the site perimeter, and necessary concrete surface parking that is striped and has lighting to reasonably serve a town hall approximately 20,000 square feet in size (the "Town Hall"). The Town Hall Site shall be used for the Town Hall and related accessory uses. The Town must begin construction of the Town Hall on the Town Hall Site in 2009 and complete construction of the Town Hall no later than June 30, 2010. Design elevations

and building layout of the Town Hall shall be reasonably compatible with the architecture and layout of the Center and shall be mutually agreed upon by Developer and Town, such agreement not being unreasonably withheld or delayed. The Town Hall Site shall revert to Developer if the Town fails to use the Town Hall Site for the Town Hall or the Town Hall is not developed in accordance with the time frames set forth herein.

5. The Town agrees to waive all capital recovery fees, road and utility assessments, and permit and inspection fees related to the SFS Site as well as all road impact fees related to the 560 multifamily residential units to be developed in the area as generally shown on the Site Plan. However, all Town water, wastewater, and transportation impact fees related to the SFS Site shall be paid to the Town concurrent with issuance of building permits, and all third party inspection and plan review expenses incurred by the Town shall be reimbursed by the Developer.

6. Section 1.3(c) of the Agreement is amended to provide that Developer shall pay the cost of utilities for the police substation located within the Premises during the term of the Agreement.

7. The recitals to this Second Amendment are incorporated herein.

8. The terms of the Agreement shall be applicable to this Second Amendment. The Agreement as amended by this Second Amendment is and shall remain in full force and effect as written.

9. This Second Amendment is contingent on Developer entering into the SFS Agreement on or before December 31, 2008. In the event Developer determines in its sole judgment that Developer is unable or unwilling to enter into SFS Agreement, this Second Amendment shall be null and void and of no further effect and the Agreement shall remain in full force and effect as written. If this Second Amendment is terminated, Developer shall within 90 days of termination reimburse to the Town reasonable third party architectural and engineering fees for the design of the Town Hall incurred by the Town from the Effective Date to the date of termination of the Second Amendment.



EXECUTED on this 7 day of August, 2008.

Attest: TOWN OF FAIRVIEW, TEXAS

Michelle Lewis Sirianni  
Michelle Lewis Sirianni, Town Secretary

By: Sim Israeloff  
Sim Israeloff, Mayor

Approved as to Form:  
[Signature]  
Town Attorney

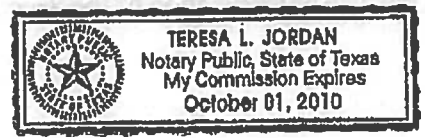
**TOWN'S ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7 day of August, 2008, by Sim Israeloff, Town Mayor of the Town of Fairview, Texas, on behalf of said municipality.

Teresa L. Jordan  
Notary Public, State of Texas

My Commission Expires:  
October 01, 2010



FAIRVIEW ECONOMIC DEVELOPMENT CORPORATION

By: Chuck Williams  
Chuck Williams, President

FEDC'S ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7 day of August, 2008, by Chuck Williams, President of Fairview Economic Development Corporation, a Texas Nonprofit Corporation, on behalf of said corporation.

Michelle Lewis Sirianni  
Notary Public, State of Texas

My Commission Expires:

February 15, 2011



TOWN OF FAIRVIEW COMMUNITY  
DEVELOPMENT CORPORATION

By: *Chuck Williams*  
Chuck Williams, President

TFCDC'S ACKNOWLEDGMENT

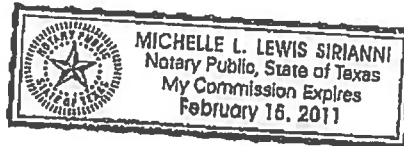
STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 7 day of August, 2008, by Chuck Williams, President of The Town of Fairview Community Development Corporation, on behalf of said corporation.

*Michelle Lewis Sirianni*  
Notary Public, State of Texas

My Commission Expires:

February 15, 2011



THE VILLAGE AT FAIRVIEW LP,  
a Texas limited partnership

By: Herring Village at Fairview GP Inc.,  
a Texas corporation, its general partner

By: Gar Herring  
President

DEVELOPER'S ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 7<sup>th</sup> day of August, 2008, by Gar Herring, Vice President of Herring Village at Fairview GP Inc., a Texas corporation, in its capacity as general partner of The Village at Fairview LP, a Texas limited partnership, on behalf of said partnership.

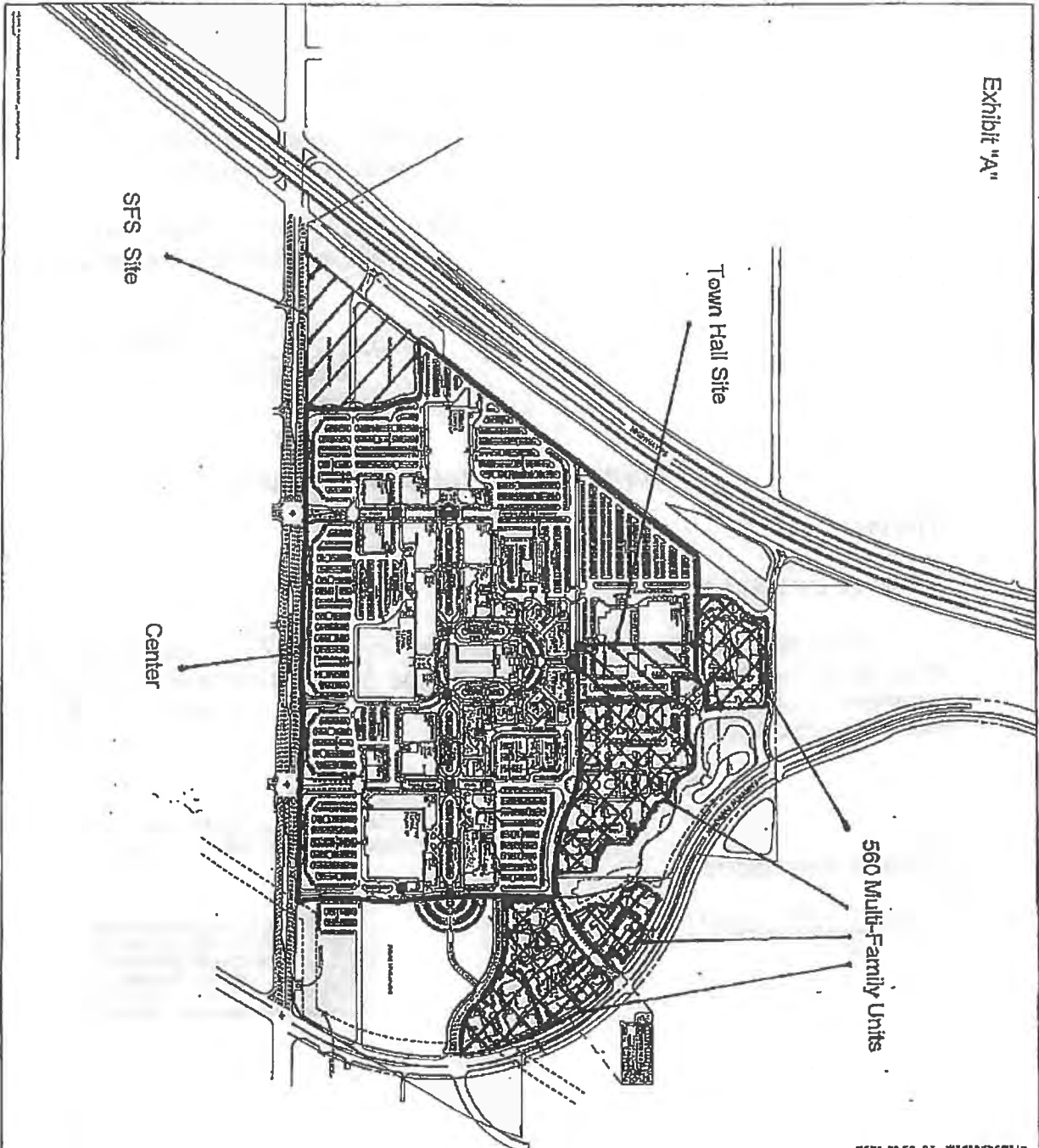
Vicki Lynne Denton  
Notary Public, State of Texas

My Commission Expires:

May 15, 2010



Exhibit "A"



560 Multi-Family Units



**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE AND THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL SAFETY CODE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.
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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES.

**REVISIONS**

NO.	DATE	DESCRIPTION
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STATE OF TEXAS

§  
§  
§  
§

**THIRD AMENDMENT TO ECONOMIC  
DEVELOPMENT AGREEMENT**

COUNTY OF COLLIN

This Third Amendment to Economic Development Agreement ("Third Amendment") is made effective as of July 7, 2009 ("Effective Date") by and among the Town of Fairview, Texas, a Texas home rule municipality ("Town"), the Fairview Economic Development Corporation, a Texas non-profit corporation ("FEDC"), the Town of Fairview Community Development Corporation, a Texas non-profit corporation ("TFCDC") (Town, FEDC and TFCDC collectively referred to as "Grantors") and The Village at Fairview, L.P., a Texas limited partnership ("Developer"), acting by and through their respective authorized officers and representatives.

**RECITALS:**

**WHEREAS**, on March 31, 2006 Grantors and Developer fully executed an Economic Development Agreement ("Original Agreement"), Grantors and Developer entered into the First Amendment to Economic Development Agreement effective May 1, 2007 ("First Amendment") and Grantors and Developer entered into the Second Amendment to Economic Development Agreement effective July 8, 2008 ("Second Amendment") (Original Agreement, First Amendment and Second Amendment collectively "Agreement") to provide infrastructure improvements and economic development incentives to induce Developer to develop a retail lifestyle shopping center as described in the Agreement (the "Center"); and

**WHEREAS**, Developer has acquired the Premises as defined in the Agreement; and

**WHEREAS**, Developer has entered into the SFS Agreement on or before December 31, 2008 as required by Paragraph 9 of the Second Amendment; and

**WHEREAS**, Grantors and Developer desire to relocate the Town Hall Site and the Center and no longer show the Hotel/Conference Center Site in accordance with the site plan attached hereto as Exhibit "A" ("Site Plan") and made a part hereof; and

**WHEREAS**, Grantors and Developer desire to modify the Opening Date of the Center; and

**WHEREAS**, Grantors and Developer desire to maintain the Agreement and amend the Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantors and Developer agree as follows:

1. **Site Plan.** The Site Plan attached hereto as Exhibit "A" and made a part hereof replaces the site plan in the Second Amendment.

2. **Town Hall Development.** The Agreement is amended to comply with the terms of the Town Hall Site Donation and Scope of Work Agreement between the Town and VF Peripheral LLC effective June 3, 2009.

3. The Agreement is amended by adding a new paragraph 2.3 that reads as follows:

2.3 **Open Space Improvements.** Town shall pay for improvements installed at the direction of Developer ("Open Space Improvements") within the area labeled "Open Space" on the Site Plan. The Town shall pay for the Open Space Improvements within 30 days of presentment by Developer of invoices and other evidence reasonably necessary to document the expenditures. The total cost of the Open Space Improvements shall not exceed \$400,000. The Open Space Improvements shall be completed by the Opening Date. The Grant shall be reduced by the amount the Town pays for the Open Space Improvements.

4. The recitals to this Third Amendment are incorporated herein.

5. The terms of the Agreement shall be applicable to this Third Amendment. The Agreement as amended by this Third Amendment is and shall remain in full force and effect as written.

EXECUTED on this 4 day of August, 2009.

Attest:

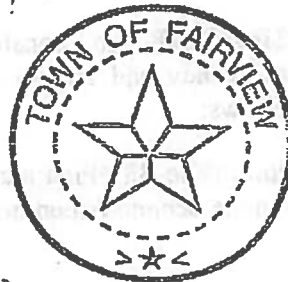
TOWN OF FAIRVIEW, TEXAS

Michelle Lewis Sirianni  
Michelle Lewis Sirianni, Town Secretary

By: Sim Israeloff  
Sim Israeloff, Mayor

Approved as to Form:

\_\_\_\_\_  
Town Attorney



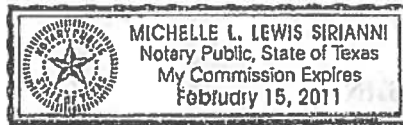
TOWN'S ACKNOWLEDGMENT

STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 4 day of August, 2009, by Sim Israeloff, Town Mayor of the Town of Fairview, Texas, on behalf of said municipality.

Michelle Lewis Sirianni  
Notary Public, State of Texas

My Commission Expires:  
Feb 15, 2011





FAIRVIEW ECONOMIC DEVELOPMENT CORPORATION

By: Chuck Williams  
Chuck Williams, President

FEDC'S ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 19 day of August, 2009, by Chuck Williams, President of Fairview Economic Development Corporation, a Texas Nonprofit Corporation, on behalf of said corporation.

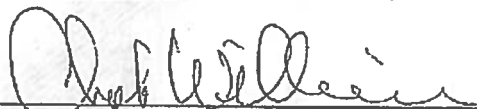
Michelle Lewis Sirianni  
Notary Public, State of Texas

My Commission Expires:

Feb. 15, 2011



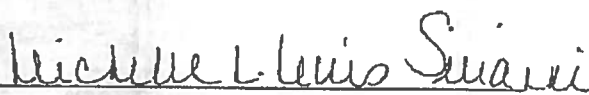
TOWN OF FAIRVIEW COMMUNITY  
DEVELOPMENT CORPORATION

By:   
Chuck Williams, President

TFCDC'S ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

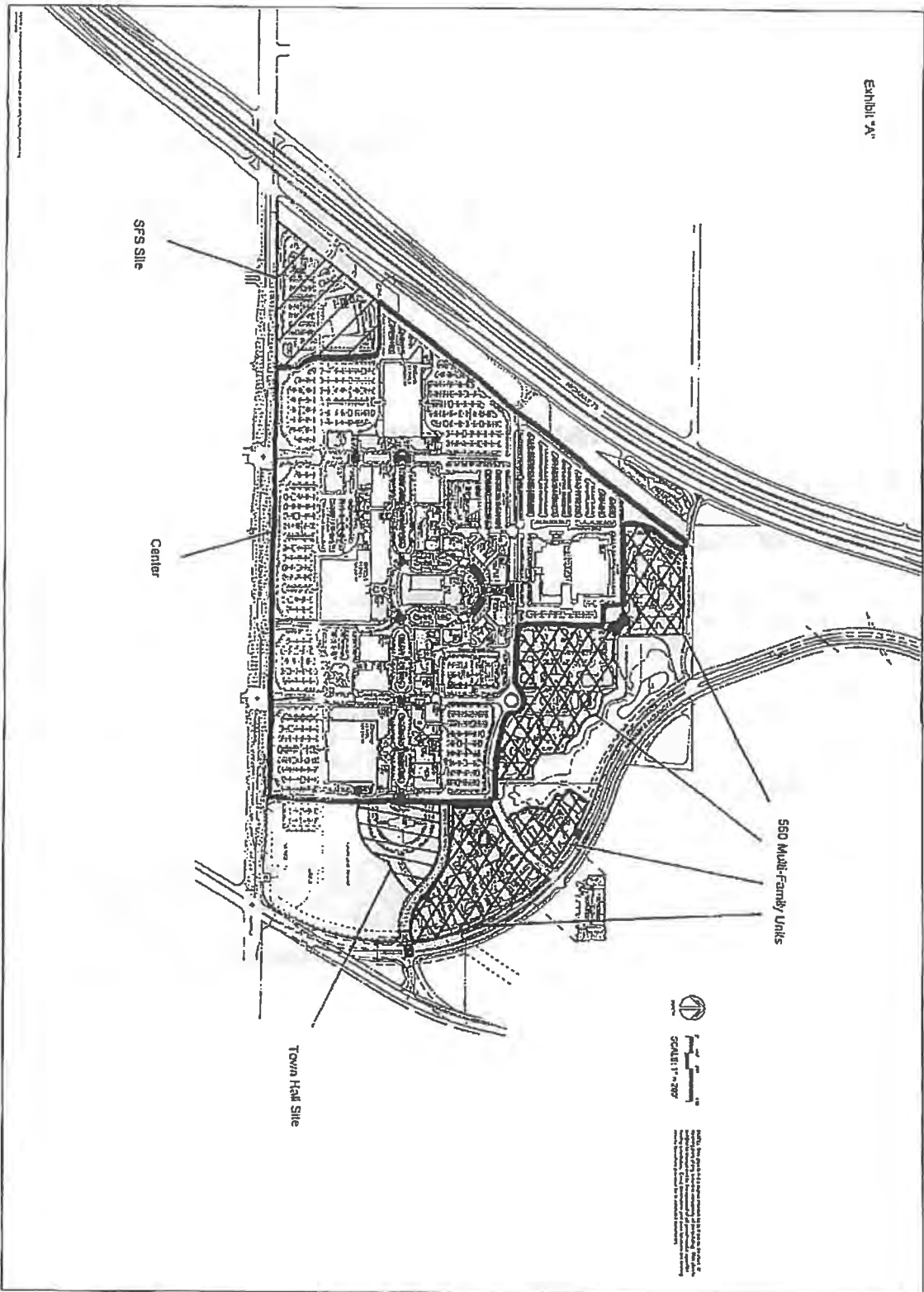
This instrument was acknowledged before me on the 19 day of August, 2009, by Chuck Williams, President of The Town of Fairview Community Development Corporation, on behalf of said corporation.

  
Notary Public, State of Texas

My Commission Expires:  
Feb. 15, 2011



Exhibit "A"



NOTES:  
 1. This plan is a preliminary plan and is subject to change without notice.  
 2. All dimensions are in feet and inches.  
 3. All areas are to be landscaped.  
 4. All parking spaces are to be paved.  
 5. All buildings are to be constructed of brick or stone.



**THE MCGHERRING GROUP**  
 ARCHITECTS  
 1000 ...  
 ...

**JPRA ARCHITECTS**  
 1122 ...  
 ...

NO.	DATE

DESIGNED BY: JPA  
 CHECKED BY: JPA  
 DATE: 05/21/25  
 SCALE: 1" = 50'-0"

**NOAH'S**

## Overview of Revenue and Expenses of Noah's

	Noah Payments		Town Cost	
<b>Original Debt Issue</b>			\$3,065,000	Total Debt Issue
<b>Operational Costs</b>				
Total Administrative Revenue	\$84,521			
Total Debt Payments made by Noah's	\$900,334			
Total Payments made by Noah's	<b><u>\$984,855</u></b>		<b><u>\$869,001</u></b>	Total Debt Payments Made by Town (including principal and interest)
Net Operational Benefit to Town			<b><u>\$115,854</u></b>	
<b>Purchase Costs</b>			\$2,666,437	Total Remaining Principal on Debt
			\$4,549	Town Expenses related to the Sale
Total Purchase Price	<b><u>\$2,712,256</u></b>		<b><u>\$2,670,986</u></b>	Total costs for paying off debt
Net Capital Benefit to Town			\$41,270	
Total Cash Benefit to Town			<b>\$157,124</b>	

# **LEASE AGREEMENT**

**by and between**

**THE TOWN OF FAIRVIEW, TEXAS, a home rule municipality  
of the State of Texas**

**and**

**NOAH OPERATIONS FAIRVIEW TX, LLC, as Tenant**

**Effective August 30, 2012**

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## LEASE AGREEMENT

This Lease Agreement (this "*Lease*"), dated as of August 30, 2012, is entered into by and between the Town of Fairview, Texas, a home rule municipality of the State of Texas, ("*Landlord*" or "*Town*"), and Noah Operations Fairview TX, LLC, a Utah limited liability company ("*Tenant*").

### ARTICLE 1. DEMISED PREMISES.

1.1 In consideration of the rents, covenants, and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord, the real property located in Fairview, Collin County, Texas, more particularly described on the attached Exhibit A (the "*Premises*") and all improvements constructed or otherwise located thereon.

### ARTICLE 2. TERM AND USE.

#### 2.1. Commencement Date and Initial Term.

The initial term of this Lease (the "*Initial Term*") shall commence upon the substantial completion of the Improvements (as defined below) but in no event later than February 1, 2013, (the "*Commencement Date*"), and shall end upon the close of business on the last day of the month in which the twentieth anniversary of the Commencement Date occurs. Rent for the month of the Commencement Date, if other than the first day of the month, shall be prorated for that period. As used in this Lease, the term "*Lease Year*" shall mean (a) the period beginning on the Commencement date and ending on the last day of the month in which the first anniversary of the Commencement Date occurs and (b) each successive twelve-month period during the Initial Term or any Renewal Term (as defined below) that ends on the last day of the month in which an anniversary of the Commencement Date occurs.

#### 2.2. Renewal Option.

Provided Tenant is not in default under any term, condition or covenant contained in this Lease at the time of the exercise of the option to renew the Initial Term of the Lease, Tenant shall have the option to extend the Initial Term for two additional ten-year terms (each a "*Renewal Term*") on terms and conditions as agreed to between Landlord and Tenant. Notice of the exercise of such option to renew shall be given by Tenant to Landlord, in writing, no later than 90 days before the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notice shall be given in accordance with the provisions of Article 24.2 of this Lease.

#### 2.3. Use.

Tenant shall continuously use the Premises for a first class multi-use business, recreation, and community center and related uses. Tenant shall not use the Premises for any purpose other than as a first class multi-use business, recreation, and community center for holding conventions, meetings, exhibits and other events to attract conventions, tourists and other visitors and for the benefit of the Town and general public. Tenant will keep the Premises in a clean and orderly condition.

## 2.4 Financial Reporting.

Tenant agrees to deliver to Landlord within in 90 days after the end of each calendar year, financial statements applicable to the Premises showing gross and net expenses, revenues, sales volumes, applicable taxes, number and type of events held and any other pertinent information requested by Landlord.

## 2.5 Landlord Use.

Landlord shall be allowed to use the “main hall” of the Facility (as defined below) two days per year. One day shall be a Friday and the other day shall be on a Monday through Thursday. In addition, Landlord shall be allowed to use the “boardroom,” or a similar room mutually agreed upon by Landlord and Tenant, in the Facility once per month. All such use by the Landlord described in this paragraph shall be at no cost to the Landlord, but shall otherwise comply with all of Tenant’s rules and policies applicable to such use.

## ARTICLE 3. IMPROVEMENTS TO PREMISES.

### 3.1. Construction of Improvements.

Landlord and Tenant have contracted or shall contract for the construction of an approximately 9,000-square foot multi-use business, recreation, and community center (the “*Facility*”) and related improvements for a total amount not to exceed Three Million Dollars (\$3,000,000), said amount to be inclusive of the Landlord’s cost of purchasing the real property, (collectively the “*Improvements*”) to be constructed upon the Premises in accordance with plans and specifications approved by Landlord and Tenant and using a general contractor mutually agreed upon by Tenant and Landlord (it being understood that Tenant is the “design-builder” under the Design-Build Contract (as defined below)). Specifically, the Improvements to be funded in whole or in part by said Three Million Dollar (\$3,000,000) amount shall be deemed to include: (1) the purchase price of the Premises paid by the Landlord, which was \$708,501.78; (2) the Contract Sum as that amount is defined in the Design-Build Contract; (3) the amount required to satisfy the Landlord’s public art requirement, which shall be one percent (1%) of said Contract Sum; (4) any furniture, fixtures, equipment or other elements of the Improvements that are not specifically identified in the Design-Build Contract as of its execution, but which are approved in advance by the Landlord and which Landlord and Tenant agree shall be Landlord’s property; and (5) the legal and other professional fees and expenses incurred by the Landlord—but only such amounts that are in excess of the Twelve Thousand Dollar (\$12,000) amount agreed to be paid by Tenant under the Professional Services Agreement (as defined below)—in connection with the purchase of the Premises, the negotiation and drafting of this Lease and the Design-Build Contract, and the services provided by the Landlord’s Designated Representative as identified in the Design-Build Contract, said excess amount estimated to be approximately Thirty Two Thousand Eight Hundred Thirty Two Dollars (\$32,832). Such improvements shall be substantially completed within one year of the execution of this Lease. Landlord hereby requires of Tenant, and Tenant shall require of the general contractor that all such construction be performed in compliance with all local, state, and federal laws, regulations, ordinances, and building codes. The Improvements shall be deemed substantially complete when occupancy of the Improvements is allowable under the rules, ordinances, and laws of the Landlord, except that

any part of the Improvements included in the Work, as the term "Work" is defined under the Design-Build Contract, shall be deemed substantially complete in accordance with the Design-Build Contract. Tenant shall assume sole responsibility for and shall pay all costs necessary for the Improvements that exceed the above-referenced Three Million Dollar (\$3,000,000) amount. Tenant shall further assume sole responsibility for and shall pay all costs and expenses necessary to complete the Work under the Design-Build Contract that exceed the Guaranteed Maximum Price defined under said Contract; provided, however, that Landlord shall be responsible for and assume such excess costs and expenses to the extent Landlord is obligated to do so under the Design-Build Contract. If Tenant is required to pay costs and expenses necessary to complete the Work under the Design-Build Contract that exceed the Guaranteed Maximum Price, such excess amount shall be borne solely by Tenant and shall not be funded by the above-referenced Three Million Dollar (\$3,000,000) amount. Should the total costs of the Improvements be less than the above-referenced Three Million Dollar (\$3,000,000) amount, the difference shall be paid to or retained by the Landlord. The "*Design-Build Contract*" referenced in this Article 3.1 is the Design Build Agreement between Landlord and Tenant executed on or about the same date that this Lease is executed. The "*Professional Services Agreement*" referenced in this Article 3.1 is the Pre-Development and Professional Services Agreement previously executed as between the Landlord and Tenant.

### 3.2. **Changes Requested by Tenant.**

If, after the plans and specifications of the Improvements have been agreed upon by Tenant and Landlord, Tenant requests changes to the Improvements, Tenant shall pay all additional costs associated with such changes to the general contractor before such changes are performed; provided, however, that if Landlord agrees in writing that any such change should have been part of the plans and specifications approved by Landlord and Tenant prior to the commencement of construction as contemplated by Article 3.1, then the cost of such change shall be added to the costs of the Improvements generally and shall not be borne by Tenant separately. In no case shall the total expenditures of the Town exceed \$3,000,000. To the extent of any direct conflict between this paragraph and any provision in the Design-Build Contract, the Design-Build Contract shall govern.

## ARTICLE 4. **RENT.**

4.1. **Date on Which Rent Begins.** Tenant shall pay Rent (as defined below) beginning upon the Commencement Date. "*Rent*" shall consist of both Base Annual Rent and all Additional Rent (as each of those terms is defined below). Notwithstanding the above, the Initial Rent Payment (defined below) shall be paid by Tenant to Landlord on or before February 1, 2013.

### 4.2. **Additional Rent.**

Tenant shall pay all costs of utilities and necessary maintenance applicable to the Premises, all real estate taxes and other assessments against the Premises, and costs for insurance required herein, which costs are referred to as "*Additional Rent*" and are set forth in more detail below.

#### 4.3. **Base Annual Rent.**

Tenant shall pay to Landlord the amount equal to six (6) months' debt service on the municipal bonds that are issued by the Landlord for the purpose of Landlord's purchase of the Premises, and Improvements thereon, plus a ten percent (10%) debt service fee, on or before February 1, 2013 (the "**Initial Rent**"), the amount of said Initial Rent being shown in Exhibit B. Thereafter, commencing on February 1, 2013, Tenant shall pay to Landlord, for the use and occupancy of the Premises, monthly rent in the amount in the amounts shown on the schedule of payments attached hereto as Exhibit B, which reflect payments to amortize the debt service on the municipal bonds issued by the Landlord for the purchase of the Premises and construction of Improvements thereon. Tenant's rental requirement shall be the monthly payments shown in Exhibit B plus a ten percent (10%) debt service fee applicable to and calculated as ten percent (10%) of each monthly rental payment (collectively, "**Base Annual Rent**"). Except as set forth in the first sentence of this paragraph, Base Annual Rent shall be paid in twelve monthly installments each Lease Year. Landlord and Tenant hereby agree that Exhibit B will be supplemented without further approval necessary to reflect the final debt service on municipal bonds issued by the Landlord for the purchase of the Premises and construction of Improvements thereon once the actual sale and closing of the municipal bond sale by the Landlord occurs plus a ten percent (10%) debt service fee. Any such supplement or change to Exhibit B shall not modify Tenant's obligation to pay the above-referenced ten percent (10%) debt service fee as part of the Base Annual Rent, although such fee will be recalculated if necessary to reflect the correct percentage due to any change to the payment amounts based on actual sale and closing of the municipal bond sale.

#### 4.4. **Manner of Payment.**

Rent shall be paid in lawful currency of the United States of America, in advance, without notice or invoicing from Landlord, on or before the first day of each and every month during the Initial Term and any Renewal Term hereof, beginning on the Commencement Date and ending on the effective termination of this Lease. If the Base Annual Rent shall be determined under the provisions of Article 4.1 above to commence on a date other than the first day of the month, then the Base Annual Rent for such period shall be prorated accordingly. All payments of rent and other sums shall be paid or mailed to Landlord at Landlord's address set forth in Article 24.2 or to such other payee or address as Landlord may designate from time to time in writing.

### **ARTICLE 5. TAXES AND ASSESSMENTS.**

Tenant shall pay Additional Rent to Landlord for taxes and assessments as follows:

#### 5.1. **Real Property Taxes and Assessments.**

Tenant shall be responsible for all real property taxes, personal property taxes, general and special assessments, water and sewer charges, or any other governmental charges (collectively "**Real Estate Taxes**") that may be levied or assessed against the Premises by any lawful authority for each calendar year or portion thereof commencing on the Commencement Date.

## **5.2. Payment of Real Estate Taxes.**

Tenant shall pay as Additional Rent all Real Estate Taxes. Such payments shall be made by Tenant to Landlord within twenty (20) days of receiving notice from Landlord, which notice shall state the amount of such Real Estate Taxes. If Landlord or Tenant, after receiving Landlord's consent which shall not be unreasonably withheld, undertakes action to appeal the assessments made regarding Real Estate Taxes and receives any refund by reason of that appeal or for any other reason, Tenant shall be entitled to receive any such refund within thirty (30) days after Landlord's receipt of the refund.

## **ARTICLE 6. SUBORDINATION.**

6.1 The leasehold interest granted to Tenant under this Lease shall be subject and subordinate to all bonds, mortgages or trust deeds which may now or hereafter affect the Premises, and also to all renewals, modifications, consolidations, and replacements of such bonds, mortgages and trust deeds. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver in a prompt and diligent manner such further instruments confirming such subordination of Tenant's leasehold interest as may be desired by the holders of such bond holders, mortgages or trust deeds. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust, upon any such foreclosure or sale, Tenant agrees to recognize such beneficiary or purchaser as Landlord under this Lease.

## **ARTICLE 7. TENANT IMPROVEMENTS UPON PREMISES.**

7.1 If at any time the Premises do not comply with codes as required by regulations of governing authorities, then the Premises will be brought up to the proper standards at Tenant's expense and in accordance with plans approved in writing in advance by Landlord. Tenant shall ensure that all contractors responsible for any work on the Premises shall provide Landlord and Tenant with a one-year warranty on all such work. If the Premises, at any time, are required to be brought up to proper standards with respect to Tenant's specific use thereof, then the Premises shall be brought up to proper standards at Tenant's expense. If Tenant fails to prosecute such repairs and improvements diligently and continuously to completion then Landlord may prosecute such repairs and improvements itself and charge 105% of the amount of the actual costs thereof to Tenant as Additional Rent.

## **ARTICLE 8. REPAIRS AND MAINTENANCE.**

8.1 Tenant agrees, at its own cost and expense, to keep the Premises, each and every part thereof, and any and all appurtenances in good condition and repair during the term of this Lease, and to make all repairs to, or replacements of, the Premises and appurtenances to the Premises. Tenant agrees to surrender the Premises at the termination of this Lease in good condition, ordinary wear and tear excepted. Tenant shall maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, debris, and unlawful obstructions. Except for the initial construction of the Improvements, Landlord shall not be required to furnish any services or facilities or make any repair or alteration in or otherwise maintain the Premises or adjoining areas.

8.2 Tenant agrees to keep all of the Premises, including without limitation, the site improvements, parking lots and lighting, landscaping, HVAC system, foundation, roof, exterior walls, doors, window casements, glazing, floors, ceilings, carpets, interior plumbing, interior pipes, electrical wiring, the interior of the Facility, the improvements located therein, and the interior walls and interior decorating in good condition and repair and in at least comparable quality to the original installation with respect to materials, equipment and other conditions, reasonable wear and tear excepted. Tenant agrees to repair or pay for the repair of any damage using at least comparable materials to the Premises resulting from the acts of Tenant, Tenant's employees, agents, representatives, vendors and invitees. Tenant shall also be responsible to pay all janitorial and cleaning costs to keep the Premises clean and free of debris. If repairs for which the Tenant is responsible are not completed within twenty (20) days after Tenant has received written notice from Landlord of such state of disrepair, or if such repairs cannot reasonably be completed within such twenty (20) day period and Tenant shall fail to commence such repairs within twenty (20) days after notice and proceed diligently thereafter, then Landlord may perform such repairs and charge 105% of the amount of the actual cost thereof to Tenant as Additional Rent.

8.3 During the Initial Term and any Renewal Term, the Tenant shall establish a capital maintenance reserve account in the name of the Landlord and which will be under the control of the Landlord (the "*Capital Maintenance Reserve Account*"), into which the Tenant shall, on or before the first day of each month beginning on the first month following Tenant taking possession of the Premises, deposit an amount equal to 1/12 of the total cumulative ad valorem taxes that would be assessed for the Improvements as if the Improvements were fully taxable under law. The Capital Maintenance Reserve Account shall be used towards making repairs to the Improvements but shall not be a cap or limitation on Tenant's obligation to maintain and repair the Improvements as defined herein. The Tenant shall submit requests for use of such funds to the Landlord itemizing the specific expenses. Such approval by the Landlord shall not be unreasonably withheld, delayed, or conditioned. Any funds withdrawn shall be replenished by Tenant within thirty (30) days of being utilized (the "*Replenishment Period*"), except in instances where the Tenant requests additional time on the basis that the damages at issue are covered by insurance and the proceeds will not be available until after the Replenishment Period would expire, in which case the Tenant and the Landlord may agree in writing to allow additional time after the Replenishment Period has expired for the Tenant to Replenish the Capital Maintenance Reserve Account, and the Landlord's consent to such an agreement shall not be unreasonably withheld, delayed, or conditioned. The Capital Maintenance Reserve Account is capped at a maximum of an amount equal to the highest twelve (12) months' debt service on the municipal bonds issued by the Landlord for the purchase of the Premises and the construction of the Improvements thereon. The provisions, requirements, and obligations contained in this Article 8.3 shall automatically terminate upon the sale of the Premises and Improvements to Tenant or to a third party purchaser, or the expiration of this Lease, except in the case of default by Tenant, as set forth below in this paragraph. In the event of default by Tenant, funds in the Capital Maintenance Reserve Account will be released to the Landlord to assist in servicing the debt issued by Landlord (said debt being referenced in Article 4.3 of this Lease), and/or to fund necessary repair or maintenance with respect to the Premises; provided that such disbursement to the Landlord shall not exceed the Landlord's damages related to such breach by Tenant, including but not limited to Tenant's breach based on failure to make any rent payments under this Lease that are intended to service the debt issued by Landlord. Should Landlord become able to service the debt by payment of rent by a third party by entering into a

lease with such third party for at least the same monthly rental payments that Tenant must pay under this Lease, and has otherwise been compensated in a manner that makes Landlord whole as to any needed maintenance or repair, then and at that point any remaining amounts in the Capital Maintenance Reserve Account shall be refunded to Tenant. Further, upon any sale of the Premises or the expiration or termination of this Lease for any reason other than due to a breach by the Tenant, any remaining amounts in the Capital Maintenance Reserve Account shall be refunded to Tenant.

## **ARTICLE 9. ENVIRONMENTAL MATTERS.**

### **9.1. Warranties of Tenant and Indemnification of Landlord.**

Tenant shall indemnify, defend and hold Landlord and its officers, employees and agents harmless from, and Landlord shall have no liability for or responsibility to pay, any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including attorneys' fees, consultants' fees, and expert fees which arise during or after the Initial Term or any Renewal Term, in connection with the presence of toxic or Hazardous Materials (as defined below) in, on or under the Premises to the extent the presence of such Hazardous Materials is not caused by Landlord. Furthermore,

9.1.1. Tenant warrants that it shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises unless the same is specifically approved in advance by Landlord, in writing, other than small quantities of retail, household and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's permitted uses of the Premises;

9.1.2. Tenant warrants that it shall comply with all obligations imposed by environmental laws and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises;

9.1.3. Tenant warrants that it shall deliver promptly to Landlord true and correct copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials by Tenant that Tenant reasonably believes poses an imminent hazard to the Premises, the public or the environment;

9.1.4. Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises that are required;

9.1.5. If Landlord conducts any environmental inspections because it has reasonable cause to believe that Tenant's activities have or are likely to result in a violation of environmental laws or a release of Hazardous Materials on the Premises and such violation by Tenant has actually occurred, then Tenant shall pay to Landlord, as Additional Rent, the costs incurred by Landlord for such inspections;

9.1.6. Tenant shall cease immediately upon written notice from Landlord any activity which violates any environmental laws; and

9.1.7. After notice to Landlord, Tenant shall promptly remove, clean up, dispose of or otherwise remediate, in accordance with environmental laws and good commercial practice, any Hazardous Materials on, under or about the Premises, unless such Hazardous Materials are on, under, or about the Premises due to the act of the Landlord.

The foregoing indemnifications of Tenant shall survive any assignment, transfer or termination of the Lease. As used herein, the term "***Hazardous Materials***" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any applicable federal, state, or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), or under the laws of the State of Texas; without limiting the foregoing, Hazardous Materials shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities.

#### **ARTICLE 10. ALTERATIONS TO PREMISES.**

10.1 Tenant shall not make any exterior or structural alterations in any portion of the Premises, nor any alterations which may substantially affect the value of the Premises without, in each instance, first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be permitted to make interior non-structural alterations, additions and improvements without Landlord's prior consent.

#### **ARTICLE 11. FIXTURES AND PERSONAL PROPERTY.**

11.1 Upon substantial completion of the Improvements Landlord and Tenant shall develop an itemized list of property that is owned by the Landlord and that is owned by the Tenant, which list shall be attached hereto as Exhibit C. Generally, other than removable items provided by the Tenant as outlined in Article 11.2, all other items in the Facility including audio video equipment, window coverings, furniture, and lighting are the property of the Landlord.

11.2 Any trade fixtures, equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by Tenant at its expense ("***Tenant's Property***") shall remain the property of Tenant. The costs of any of Tenant's Property shall be borne solely by Tenant, and shall not be funded by the Three Million Dollar (\$3,000,000) amount referenced in Article 3.1 of this Lease. Tenant at its expense shall immediately repair any damage occasioned by the removal of Tenant's Property and upon expiration or earlier termination of this Lease, shall leave the Premises in a neat and clean condition, free of debris, normal wear and tear excepted. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation in the Premises as well as upon Tenant's Property. If any such items of Tenant's Property are assessed with property of Landlord, then



such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment. If Landlord and Tenant cannot agree on the equitable division of such a combined assessment, an accountant acceptable to each of them shall reasonably determine the basis of so prorating any such assessments and such determination shall be binding upon both Landlord and Tenant. Such tax assessments, fees or charges referred to in this Article 11, if not timely paid by Tenant, may, at Landlord's sole option, be paid by Landlord and charged to Tenant as Additional Rent.

## **ARTICLE 12. SIGNAGE.**

12.1 Upon receiving the prior written consent of Landlord, Tenant may place signage on the Premises in accordance with and as approved by the local governmental authorities. The costs of all subsequently placed signage or alterations to existing signage shall be at the sole cost and expense of Tenant.

## **ARTICLE 13. LIENS.**

13.1 Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic, laborer of Tenant or material supplied by a materialman to Tenant which might be, or become, a lien or encumbrance or charge upon the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be claimed against the Premises, Tenant shall, within thirty (30) days after notice of the claim, cause the same to be discharged of record by payment, deposit or bond. Tenant's failure to do so shall constitute a default under this Lease and Landlord shall have the remedies available in Article 21 of this Lease.

## **ARTICLE 14. LAWS AND ORDINANCES.**

### **14.1. Compliance.**

Tenant agrees to comply with all laws, ordinances, orders and regulations regarding Tenant's particular use, occupancy or alterations of the Premises, and the cleanliness, safety or operation thereof, including without limitation all licensing of the Facility and the personnel engaged to provide services therein. Tenant agrees to comply with the reasonable regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to any portion of the Premises installed by Tenant.

### **14.2. Illegal and Improper Use, Nuisance.**

Tenant agrees not to (a) permit any illegal practice to be carried on or committed on the Premises; (b) make use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance therefor; (c) keep or use or permit to be kept or used on the Premises any flammable fluids, gases, or explosives without the prior written permission of Landlord except for normal cleaning products; (d) use the Premises for any purpose whatsoever which might create a nuisance; (e) deface or injure the Facility; (f) commit or suffer any waste; or (g) install any electrical equipment that could cause any substantial likelihood of exceeding the capacity of the electrical system within the Facility.

#### **14.3. Electrical Equipment.**

In connection with any electrical equipment on the Premises, Tenant shall, at Tenant's own expense, make from time to time whatever changes are reasonably necessary to comply with the requirements of the insurance inspectors, underwriters, government authorities and codes.

#### **14.4. ADA.**

Tenant shall comply with the Americans With Disabilities Act of 1990 (the "*ADA*") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and Tenant's specific use of the Premises. Any alterations to the interior, non-structural portions of the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with the provisions of the Lease; provided, that the Landlord's consent to such alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

### **ARTICLE 15. SERVICES.**

#### **15.1. Utilities.**

At all times after the Commencement Date, Tenant shall ensure that the necessary mains, conduits, meters and all connections and other facilities are provided and maintained to make water, sewer, gas, phone, internet and electricity available to the Premises.

#### **15.2. Payment.**

Tenant shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used within the Premises from the commencement of construction of the Improvements through the termination of the Lease.

#### **15.3. Garbage Collection.**

Tenant shall provide a service for collection of refuse and garbage and shall pay the cost thereof.

#### **15.4. Interruption of Services.**

Landlord shall not be liable to Tenant in damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs, installations, or improvements, or any cause beyond Landlord's reasonable control, and not directly attributable to the negligence of or breach of this Lease by Landlord or its agents, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder.

## **ARTICLE 16. DAMAGE TO PREMISES.**

16.1 If the Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed use, by fire or other casualty insured under the coverage which Tenant is obligated to carry pursuant to Article 17 hereof, then Landlord shall, within sixty (60) days after such casualty, commence repair of such Premises and within one hundred eighty (180) days after commencement of such repair restore the Premises to substantially the same condition in which it was immediately prior to the occurrence of the casualty, except as otherwise provided in this Article 16. In no event shall Landlord be required to repair or replace Tenant's Property. From the date of such casualty until the Premises are so repaired and restored, Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Premises, thus destroyed bears to the total Premises. The first financial source of repair to the Premises shall come from Landlord's Property Insurance (defined below) and thereafter from the Capital Maintenance Reserve Account.

## **ARTICLE 17. INSURANCE.**

17.1 Tenant agrees to carry, during the Initial Term and any Renewal Term hereof, all risk property insurance with the Landlord as the named insured ("*Landlord's Property Insurance*") covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located in or on the Premises and all appurtenances thereto (excluding Tenant's Property) for the full replacement value thereof. Tenant shall furnish Landlord with a certificate of such Landlord's Property Insurance, and such insurance shall provide Landlord with thirty (30) days written notice before any termination or change in such insurance.

17.2 Tenant also agrees to carry commercial general liability insurance on the Premises during the Initial Term and any Renewal Term covering both Tenant and Landlord as their interest may appear, giving Landlord and Tenant a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance may have a deductible of not more than \$10,000 and shall be for limits of not less than \$1,000,000 per person and \$1,000,000 per accident or occurrence for bodily injury and \$250,000 for property damage per accident or occurrence.

17.3 If Tenant fails to provide Landlord with certificates of insurance for the policies required pursuant to this Article 17, Landlord may purchase such insurance and charge Tenant for the cost thereof as Additional Rent.

17.4 Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefiting from the waiver does not agree to pay the additional premium.

17.5 All insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A or better.

#### **ARTICLE 18. INDEMNIFICATION.**

18.1 To the fullest extent permitted by law, Tenant shall indemnify and hold harmless the Landlord and Landlord's employees, officials, officers and agents (the "**INDEMNIFIED PARTIES**") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and related expenses, arising out of or resulting from use of the Premises or from any act committed, or any omission to act, in or about the Premises; provided that such indemnification obligations shall not extend to any claims, damages, losses and expenses arising out of or resulting from any negligence or misconduct of any INDEMNIFIED PARTY Tenant's obligation to indemnify and hold harmless Landlord further extends to claims or proceedings brought by Landlord to enforce this Lease, including but not limited to Landlord's attorney's fees and associated expenses.

#### **ARTICLE 19. ASSIGNMENT, SUBLETTING AND OWNERSHIP.**

##### **19.1. Tenant.**

Tenant may not transfer, assign or sublet its interest in this Lease without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, subject to the Landlord's determination that the proposed assignee's financial resources, conference center operating experience, and reputation are comparable to Tenant's. Any assignment or subletting shall not release Tenant from its obligations and liabilities under this Lease. Tenant shall provide not less than sixty (60) days' notice to Landlord prior to any proposed transfer, assignment, or subletting and shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in reviewing and responding to any request for Landlord's consent to an assignment or sublease hereunder.

##### **19.2. Landlord.**

Subject to Article 25, Landlord shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Premises, provided, such transferee or assignee shall be bound by the terms, covenants and agreements herein contained, and shall expressly assume and agree to perform the covenants and agreements of Landlord herein contained.

#### **ARTICLE 20. ACCESS TO PREMISES.**

20.1 Upon reasonable prior notice, Landlord or Landlord's agent shall have the right to enter the Premises during usual business hours to examine the same; to show the Premises to prospective purchasers or lessees; and to make such repairs, alterations, improvements or additions as are necessary or permitted without the same constituting an eviction of Tenant in whole or in part.

## **ARTICLE 21. DEFAULTS BY TENANT AND REMEDIES.**

### **21.1. Events of Default.**

The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

21.1.1. Any failure by Tenant to pay Rent or any other payment required to be made by Tenant hereunder when due. In addition, if Tenant fails to make any payment within ten (10) days of such payment's due date, Tenant shall be obligated to pay a late payment fee equal to five percent (5%) of the payment then due, plus accruing interest on the amount of the late payment (including the late fee) at the rate of eighteen percent (18%) per annum, compounding monthly, or at the highest rate allowed by law, whichever is lower. The obligation to pay late fees and accruing interest shall not require prior written notice.

21.1.2. A failure by Tenant to operate the Facility in compliance with this Lease, or to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant, except that this fifteen (15) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within such time period and Tenant proceeds to diligently cure the default prior to the expiration of such time period.

21.1.3. The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days) the appointment of a trustee or receiver to take possession that is not restored to Tenant within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

### **21.2. Remedies.**

In the event of any default by Tenant, then Landlord shall be entitled to the following cumulative remedies (in addition to any other remedies available at law or in equity):

21.2.1. Landlord may terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has, including possession of the Premises or arrearages in Rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law; or

21.2.2. Landlord may re-enter and take possession of the Premises without terminating the Lease and relet the Premises and apply the Rent received to the account of Tenant. If Landlord so re-enters and takes possession of the Premises as set forth above, Landlord agrees to use reasonable efforts to relet the Premises for a commercially reasonable rate at the time of such reletting. No reletting by Landlord shall be considered to be for Landlord's own account, unless Landlord has notified Tenant in writing that this Lease has been terminated.

In addition, no such reletting shall be considered an acceptance of Tenant's surrender of the Premises unless Landlord so notifies Tenant in writing; or

21.2.3. Landlord may re-enter the Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Landlord or otherwise, and do whatever Tenant is obligated to do under the Lease. Tenant shall pay to Landlord, upon demand, the reasonable expenses paid by Landlord in satisfying Tenant's obligations under the terms of this Lease. Any sums so expended by Landlord shall bear interest at the rate of eighteen percent (18%) per annum, or at the highest rate allowed under law, whichever is lower, from the date expended until the date Landlord is repaid.

**21.3. Duty to Mitigate Damages.**

In the event of any default by Tenant under this Lease, Landlord shall in each case use its reasonable efforts to mitigate its damages.

**21.4. Abandonment.**

If Landlord obtains possession of the Premises as a result of Tenant's abandonment of the Premises or by a decree from a court of competent jurisdiction, this shall not be construed as an election to terminate this Lease unless Landlord provides Tenant with a written notice of this election.

**ARTICLE 22. SURRENDER OF PREMISES.**

22.1 Tenant shall, upon the expiration of the Initial Term or, if applicable, any Renewal Term hereof, or any earlier termination of this Lease for any cause, surrender to Landlord the Premises, including, without limitation, all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Premises. Tenant may not remove its improvements to or permanent alterations of the Premises, but it may remove Tenant's Property, as defined in Article 11 above.

**ARTICLE 23. EMINENT DOMAIN.**

23.1. **Termination of Lease.** In the event a substantial portion of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then at the election of Tenant, upon thirty (30) days' written notice to Landlord, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. For purposes of this Article 23.1, a "substantial portion of the Premises" means (a) thirty percent (30%) or more of the parking areas of the Premises or (b) twenty-five percent (25%) or more of the Premises. Tenant understands and agrees that for purposes of this Article 23, Landlord's purchase of the Premises—that does not involve the filing of a petition or statement in condemnation or any other formal filing under the Landlord's power of eminent domain—is not an appropriation or taking under the power of eminent domain.

**23.2. Election Not to Terminate.**

If Tenant elects not to so terminate this Lease, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken as herein provided, and Landlord agrees, at Landlord's cost and expense, to, as soon as reasonably possible, restore the remaining portion of the Premises to a complete unit of like quality and character as existed prior to such appropriation or taking. Thereafter, all Rent and payment obligations of Tenant shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this Article 23.2, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation by a condemning authority other than Landlord shall be deemed an appropriation or taking under the power of eminent domain.

**23.3. Right to Compensation.**

The compensation awarded or paid for the total or partial taking of the Premises through the exercise of the power of eminent domain shall belong to Landlord.

**ARTICLE 24. MISCELLANEOUS.**

**24.1. Attorneys' Fees.**

In the event of any default under the terms of this Lease or any dispute regarding its terms and conditions or enforcement, the defaulting party agrees to reimburse the prevailing party for all expenses and costs, including reasonable attorneys' fees and related expenses incurred in enforcing the terms hereof. Such reimbursement shall include all legal expenses incurred, whether enforcing is sought by suit or otherwise.

**24.2. Notices.**

Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed to have been given upon the date the same is postmarked, if sent by certified mail, or the day deposited with UPS or such other reputable overnight courier service, or the day after the facsimile transmission is made, but shall not be deemed received until one (1) business day following deposit with UPS or other reputable overnight courier service or three (3) days following deposit in the U.S. mail if sent by certified mail to the address shown below, and addressed to:

Landlord:

Town of Fairview  
Attention: Town Manager  
372 Town Place  
Fairview, Texas 75069  
Fax: (972) 548-0268

Tenant:

Noah Operations Fairview TX, LLC  
Attn: William J. Bowser  
2640 West 15090 South  
Riverton, Utah 84065  
Fax: (801) 446-8841

or at such other address requested in writing by a party upon ten (10) days' notice to the other parties.

**24.3. Remedies.**

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

**24.4. Successors and Assigns.**

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of Article 19 are in nowise impaired by this Article 24.4.

**24.5. Waiver.**

The failure of Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default by the other in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of Rent or by other means whatsoever unless the same is evidenced by Landlord's written acceptance of the surrender.

**24.6. Holding Over.**

If Tenant or any party claiming under Tenant remains in possession of the Premises or any part thereof after any termination or expiration of this Lease, Landlord, in Landlord's sole discretion, may treat such holdover as an automatic renewal of this Lease for a month-to-month tenancy subject to all the terms and conditions provided herein.

**24.7. Interpretation.**

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.



**24.8. Covenant of Title and Quiet Enjoyment.**

Landlord covenants that Tenant or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Initial Term or any Renewal Term.

**24.9. Estoppel.**

Tenant agrees that from time to time, upon not less than ten (10) days prior written request by Landlord or any third party to which the Landlord desires to grant a security interest in the Premises (a "*Lender*"), Tenant shall deliver to Landlord or Lender a statement in writing certifying:

24.9.1. That this Lease is a true and exact copy of the Lease between the parties;

24.9.2. That this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications);

24.9.3. That there are not, to the best of Tenant's knowledge, any offsets, defenses or counterclaims with respect to the payment of Rent or in the performance of the other terms, covenants and conditions on the part of the Tenant or Landlord to be performed pursuant to this Lease.

24.9.4. The dates to which rentals and other charges have been paid; and

24.9.5. So far as Tenant is aware, Landlord is not in default under any provision of this Lease; and if Landlord is in default, specifying each such default of which Tenant may have knowledge, it being understood that any such statement so delivered may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgage of the Premises.

**24.10. Recording.**

Tenant shall not record this Lease, but may record a memorandum of this Lease in a form acceptable to Landlord in the Collin County Real Property Records. Any recording costs associated with the memorandum shall be borne by Tenant.

**24.11. Force Majeure and Permitted Delays.**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder, by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (a "*Permitted Delay*" or "*Permitted Delays*"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**24.12. Limitations on Landlord's Liability.**

Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the land and building(s) owned by Landlord comprising the Premises for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord) and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies. Landlord and Tenant agree that this Lease is not a contract for the sale of goods or provision of services to the Landlord and is therefore not subject to the terms of Local Government Code Ch. 271, Subchapter I.

**24.13. Consent.**

Unless expressly stated otherwise herein, wherever in this Lease Landlord or Tenant is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**24.14. Severability.**

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

**24.15. Governing Law and Venue.**

This Lease shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts executed and performed wholly in such state. The parties agree that all actions or proceedings arising in connection with this Lease shall be tried and litigated only in the state and federal courts located in the State of Texas. Venue for any litigation shall lie in the State District Courts in Collin County, or the Federal District Courts of the Eastern District of Texas.

**24.16. Time of the Essence.**

Time shall be of the essence of this Lease.

**24.17. Entire Agreement.**

This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

#### 24.18. **Preliminary Negotiations.**

The submission of this document by Landlord for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Landlord and Tenant acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Lease has been fully executed by both Landlord and Tenant.

#### 24.19. **Accord and Satisfaction.**

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any Rent or to pursue any other remedy in this Lease provided.

#### 24.20. **Counterparts.**

To facilitate execution, this Lease may be executed in as many identical counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, shall collectively constitute a single instrument. It shall not be necessary in making proof of this Lease to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. A facsimile or other reproduction of this Lease may be executed by one or more parties hereto, and an executed copy of this Lease may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Lease as well as any facsimile or other reproduction hereof.

### **ARTICLE 25. RIGHT OF FIRST REFUSAL.**

Before the Landlord may sell, convey, assign, or otherwise transfer, in whole or in part, any of its right, title, or interest in the Premises, Landlord shall give written notice (the "**Transfer Notice**") to Tenant and Noah Corporation, a Utah corporation, of the Landlord's intention to do so, as well as the identity of the proposed transferee and the terms applicable to such proposed transfer. For sixty (60) days following receipt of the Transfer Notice, Noah Corporation or any of its wholly owned subsidiaries, including but not limited to Tenant (collectively, "**Noah**") shall have the right to purchase Landlord's right, title, and interest in the Premises, in whole or in part, at the purchase price and on the purchase terms applicable to the proposed transfer set forth in the Transfer Notice. If Noah wishes to exercise its right to purchase (as described above), it must give written notice (the "**Purchase Notice**") to the Landlord within the above-referenced sixty

(60) day period. To be valid, the Purchase Notice must: (1) be signed by a duly authorized agent of Noah; (2) clearly state Noah's intention and commitment to purchase at the purchase price and on the purchase terms applicable to the proposed transfer set forth in the Transfer Notice; and (3) include a conspicuous statement reading as follows: *"Under the Purchase and Sale Agreement between the Town of Fairview, Texas and VF Peripheral LLC, the Town must provide VF Peripheral LLC written notice of the sale to Noah Corporation or its wholly owned subsidiary at least ten (10) days prior to the closing of such sale and also provide VF Peripheral LLC with a copy of the recorded deed promptly upon consummation of such sale."* Upon any purchase by Noah, it shall be bound to the "Refusal Option," the "Repurchase Option," and the "Use Restriction" referenced in paragraph 8.4 of the Purchase and Sale Agreement, executed on July 31, 2012, between the Town of Fairview, Texas and VF Peripheral LLC ("***Town Acquisition Agreement***"), under which Landlord acquired the Premises, as long as said paragraph 8.4 of the Town Acquisition Agreement shall be in effect. If Noah fails to exercise its right to purchase (as described above), then the Landlord may transfer its right, title, and interest in the Premises to the proposed transferee described in the Transfer Notice on terms no more favorable to the transferee than the terms described in the Transfer Notice. Such transfer must be completed within one-hundred twenty (120) days of the expiration of the right of first refusal purchase period described above. Otherwise, the right of first refusal described in this Article 25 shall again apply to the proposed transfer of the Premises. Any memorandum of lease recorded by Tenant pursuant to Article 24.10 may include a notice of the foregoing right of first refusal. Notwithstanding anything herein to the contrary, Noah is an intended third party beneficiary of the terms of this Article 25. To the extent that Landlord is required to give any written notice to Noah Corporation under this Article 25, notice shall be accomplished in accordance with Article 24.2 of this Lease, using the following address and/or facsimile number:

Noah Corporation  
Attn: William J. Bowser  
2640 West 15090 South  
Riverton, Utah 84065  
Fax: (801) 446-8841

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective for all purposes as of the date first set forth above.

**LANDLORD:**

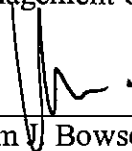
THE TOWN OF FAIRVIEW, TEXAS

By:   
Julie Couch, Interim Town Manager

**TENANT:**

NOAH OPERATIONS FAIRVIEW TX, LLC

By: Gabriel Management Corporation, its Manager

By:   
William V. Bowser, President

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

BEING situated in the John Taylor Survey, Abstract No. 909 and the Joseph Dixon Survey, Abstract 276, in Collin County, Texas, and being part of Lot 2C-B, Block A, of the Village at Fairview, Lots 2C-A and 2C-B, Block A, an addition to the Town of Fairview, recorded in plat in Cabinet 2009, Page 385, of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 5/8-inch "BDD" capped iron rod found for the intersection of the West right-of-way line of Fairway Parkway (variable width R.O.W.) and the North line of said Lot 2C-B, Block A, said intersection being the beginning of a non-tangent curve to the left, having a radius of 74.50 feet;

THENCE departing the West line of said Fairview Parkway and along the North line of said Lot 2C-B, Block A, the following:

Along said non-tangent curve to the left and the North line of said Lot 2C-B, Block A, having an arc distance of 72.97 feet, a central angle of 56°07'05" and a chord bearing and distance of N66°15'55"W, 70.09 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner;

S85°40'32"W, a distance of 3.64 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the beginning of a tangent curve to the right, having a radius of 333.51 feet;

Along said curve to the right, having an arc distance of 64.05 feet, a central angle of 11°00'10" and a chord bearing and distance of N88°52'12"W, 63.95 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner for the beginning of a compound curve to the right, having a radius of 260.50 feet;

Along said curve to the right, having an arc distance of 167.13 feet, a central angle of 36°45'32" and a chord bearing and distance of N64°59'21"W, 164.28 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner, same being the common northerly point of said Lot 2C-B, Block A and the most easterly corner of Lot 2C-A, Block A, of the Village at Fairview, an addition to the Town of Fairview, recorded in Cabinet 2009, Page 385, (M.R.D.C.T.);

S45°12'43"W, departing the North line of Lot 2C-B, Block A and along the common northwest line of said Lot 2C-B, Block A and the common southeast line of Lot 2C-A, Block A, a distance of 107.24 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the beginning of a tangent curve to the right, having a radius of 230.00 feet;

Along said tangent curve to the right, having an arc distance of 150.04 feet, a central angle of 37°22'35" and a chord bearing and distance of S63°54'01"W, 147.39 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for

corner at the beginning of a non-tangent curve to the right, having a radius of 260.00 feet;

THENCE along said non-tangent curve to the right, having an arc distance of 153.83 feet, a central angle of  $33^{\circ}53'58''$  and a chord bearing and distance of  $S33^{\circ}27'37''W$ , 151.60 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the POINT OF BEGINNING;

THENCE  $S39^{\circ}36'31''E$ , departing the aforementioned common line of Lots 2C-A and 2C-B, and along the proposed property line, a distance of 77.43 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner;

THENCE  $S00^{\circ}00'33''W$ , a distance of 218.29 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner in the South line of said Lot 2C-B, Block A;

THENCE  $N89^{\circ}47'17''W$ , along the South line of said Lot 2C-B, Block A, a distance of 321.79 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" found for corner at the beginning of a tangent curve to the right, having a radius of 29.50 feet;

THENCE along said tangent curve to the right, having an arc distance of 46.34 feet, a central angle of  $90^{\circ}00'00''$  and a chord bearing and distance of  $N44^{\circ}47'17''W$ , 41.72 feet to a "X" cut in concrete found for corner in the West line of said Lot 2C-B, Block A;

THENCE  $N00^{\circ}12'43''E$ , continuing along the West line of said Lot 2C-B, Block A, a distance of 16.50 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the beginning of a tangent curve to the right having a radius of 184.50 feet;

THENCE along said curve to the right, having an arc distance of 32.20 feet, a central angle of  $10^{\circ}00'00''$  and a chord bearing and distance of  $N05^{\circ}12'43''E$ , 32.16 feet to a "X" cut in concrete found for corner;

THENCE  $N10^{\circ}12'43''E$ , a distance of 75.38 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the beginning of a tangent curve to the left, having a radius of 215.50 feet;

THENCE along said curve to the left, having an arc distance of 37.61 feet, a central angle of  $10^{\circ}00'00''$  and a chord bearing and distance of  $N05^{\circ}12'43''E$ , 37.56 feet to a "X" cut in concrete set for corner;

THENCE  $N00^{\circ}12'43''E$ , a distance of 27.80 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner to the aforementioned common line of said Lots 2C-A & 2C-B, Block A;

THENCE  $S89^{\circ}47'17''E$ , along said common line, a distance of 115.33 feet to a 5/8-inch iron rod with yellow plastic cap stamped "BDD" set for corner at the beginning of a tangent curve to the left, having a radius of 260.00 feet;

THENCE along said curve to the left, having an arc distance of 180.62 feet, a central angle of  $39^{\circ}48'07''$  and a chord bearing and distance of  $N70^{\circ}18'39''E$ , 177.01 feet to the POINT OF BEGINNING, containing 78,883 square feet or 1.8109 acres of land more or

less and designated as the subdivision to the Town of Fairview, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights-of-way and public places thereon shown for the purposes therein stated.



**EXHIBIT B**

**SCHEDULE OF RENT PAYMENTS<sup>1</sup>**

The annual maximum debt service due on the municipal bonds is: **\$220,490.00**, said amount being the Base Annual Rent amount referenced in Article 4.3 of the Lease. The monthly payment for debt service on said bonds is: **\$18,374.17**. The monthly debt service fee on said monthly payment is **\$1,837.42** (10% of said monthly payment amount).

The amount of each of the twelve monthly installments referenced in Article 4.3 of the Lease is **\$20,211.59**.

The Initial Rent (due on February 1, 2013, as per Article 4.3 of the Lease) is **\$112,082.44**. (The Initial Rent amount is inclusive of five months' payment for debt service and the February rent).

$$\begin{aligned} \$18,374.17 \times 5 \text{ months} &= \$ 91,870.85 + \$20,211.59 \text{ (February monthly} \\ &\text{installment amount)} = \$112,082.44 \end{aligned}$$

Thereafter, beginning March 1, 2013 the monthly rent shall be **\$20,211.59** for the remainder of the initial 20 year lease.

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<sup>1</sup> Each amount in this Schedule of Rent Payments are subject to being revised without further approval necessary to reflect the final debt service on municipal bonds issued by the Landlord for the purchase of the Premises and construction of Improvements thereon once the actual sale and closing of the municipal bond sale by the Landlord occurs plus a ten percent (10%) debt service fee.

# TOWN FACILITIES

Facility Planning Future Growth

	Current employees	Current Square Footage	Projected Future Total Employees	Projected Future Square Footage	Proposed Square Footage
Administration/Finance/Utility Billing/Court/Engineering	19.5	14,350	32	16,530	N/A
Police	18	6,300	48	12,200	N/A
Information Technology	N/A	1,300	4	1,050	N/A
Vacant Space (third floor)		7,600		N/A	N/A
<b>Subtotal</b>	<b>37.5</b>	<b>29,550</b>	<b>84</b>	<b>29,780</b>	<b>N/A</b>
Public Works	13		20		
Office		1,220		6,000	6,100
Shop		1,600		5,480	6,320
Covered Storage				720	1,320
Covered Equipment Parking				6,000	5,950
<b>Subtotal</b>		<b>2,820</b>		<b>18,200</b>	<b>19,690</b>
EOC/Meeting/Training				<b>3,250</b>	<b>3,600</b>
Fire - total employees	25		41		
Fire Station #1		8,000		14,852	14,450
Fire Administration				2,956	3,318
<b>Subtotal</b>		<b>8,000</b>		<b>17,808</b>	<b>17,768</b>
<b>Total Regular Employees</b>	<b>75.5</b>		<b>145</b>		
Population	9,500		18,000		
Employees per 1000 residents	7.95		8.06		

## Details on Previous Town Projects

### Fire Station #2

#### Financing -

Bond Election	2007
Bonds Sold	2007
Amount of Bonds Sold	\$2,830,000
Designed	2008
Bid	2008
Originally Constructed	2009/10
Construction Cost	\$3,049,400

#### Building Details -

Total square footage	10,442
Number of Bays	3 bays
Cost per Square Foot	\$292.00

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### Town Hall

#### Financing -

Bonds Sold - 2 issues	2008, 2010
Amount of Bonds Sold - combined	\$5,835,000
Designed	2009
Bid	2009
Originally Constructed	2010/11
Construction Cost	\$7,744,958

#### Building Details -

Total square footage, including sally port	36,844
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Total Airconditioned Space 29,556

Cost per Square Foot (did not include the cost of grading/site preparation, utility extensions, or parking lot construction) \$210



**Town of Fairview**  
**Collin County, Texas**

**Fire Station #1 - Condition Assessment Report**

January 2016

Prepared by:

**HUITT-ZOLIARS**

500 West 7<sup>th</sup>, Suite 300

Fort Worth, Texas 76102

Project # R30516901

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## Table of Contents

SECTION ONE	EXECUTIVE SUMMARY
SECTION TWO	ARCHITECTURAL
SECTION THREE	STRUCTURAL
SECTION FOUR	HEATING, VENTILATING AND AIR-CONDITIONING (HVAC)
SECTION FIVE	PLUMBING
SECTION SIX	ELECTRICAL AND DATA COMMUNICATION
APPENDICES:	A. FLOOR PLAN
	B. ADA ASSESSMENT REPORT
	C. OPINION OF PROBABLE CONSTRUCTION COST

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION ONE: EXECUTIVE SUMMARY

Fire Station #1 at 500 State Highway 5 is a collection of 5 buildings of various ages and construction. The facility includes a wood framed residential structure which has been converted into offices and sleeping quarters, a CMU block framed carport addition utilized for kitchen, dining area and storage, a wood framed addition currently occupied by the Public Works Department and a wood framed with sheet-metal roofing and siding building with three apparatus bays and a work-out/weight room and an expansion with one larger apparatus bay (see floor plan in Appendix A).

Huitt-Zollars was asked to assess the general condition of this facility and identify any short term or long term repairs/maintenance which might be necessary to extend its useful life. Additional an ADA Compliance Evaluation (see appendix B) was performed to identify any current deficiencies.

Huitt-Zollars staff conducted a site visit to visually observe and document all major building systems and assess their current physical, operational and cosmetic condition. The findings and observations are documented by discipline. Based on our observations and the conditions noted for the Architectural, Structural, HVAC, Plumbing, Electrical Systems and considering the ADA deficiencies documented it is our opinion the current facility is beyond its useful service life with our a major renovation..

To help assess the potential costs associated with addressing the deficiencies we prepared an opinion of probable construction cost for the Architectural, Structural, Mechanical, Plumbing and Electrical repairs not including the potential ADA deficiencies. These will only need to be addressed if repairs are made. The total is approximately \$ 570,000. (see Appendix C). This list can be prioritized based on your budget and goals. Swing Space (bunk rooms, restroom, showers, day room & kitchen) to allow the station to continue to function during repairs are estimated to cost between \$ 80,000 and \$ 100,000 for an 800 sf modular structure.

Based on our findings and the need for Fire Station to be able to serve the community it is our recommendation that planning and programming of a replacement facility be considered. Understanding this will take time and the existing facility will remain occupied in the short term also recommend establishing a working budget and addressing the most urgent life-safety and code issues identified.



# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION TWO: ARCHITECTURAL

### GENERAL DISCRIPTION OF FACILITY

The existing Fire Station #1 at the Town of Fairview is a single story slab on grade structure at 500 State Highway 5. The facility has various sidewalks and an asphalt parking lot for employees. It has a secure fence around portions of the facility. A public works facility is directly to the East. The original building was constructed in the 1960's and is a residential type facility. This brick and wood framed structure has a low slope, gable, with a composite shingle roof. In the 1980's an existing wood framed carport was enclosed by concrete masonry units to create the first addition to this facility. The first addition included a metal roof system that is approximately three foot higher than the original roof. In the 1990's another addition was added by enclosing another carport. The addition is wood framed with siding and has a slightly lower roof line that is composite shingles. The last addition to the facility was a wood framed high eave building with a metal panel wall system and metal panel roof system. The approximate square footage for all the additions is 8,800 square feet. Over the life of the building it has housed the Fire Department, City officials, Public Works, and the Police Department. It is currently is being utilized as a Fire Station and Public Works facility. The Police department and City officials no longer reside there.



*Photo A1. Aerial Site Plan*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## ARCHITECTURAL OBSERVATIONS

The facility is useable, but there are a number of health, life safety, welfare, accessibility and maintenance concerns that are apparent. Some of the concerns are measurable, some are not measurable by costs or easily corrected. A fire station is a first response facility that is vital to serving the community in the event of a disaster or emergency. These types of facilities are assigned importance factors in the building codes that require them to be designed to a higher building standard in order to ensure the likelihood the employees and facility can maintain operations during a disaster. This existing facility does not meet this criterion currently, but should.



*Photo A2. Building Additions*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

A large portion of one of the latter additions is where the ambulance, engines and apparatuses are stored inside. The exhaust fumes from these vehicles when entering or exiting the bays migrate into the corridor, fitness room, recreation space and offices. This is an unhealthy condition that is being created. The wall that separates the vehicles from the administration spaces is not a rated partition, or properly sealed, but should be.



*Photo A3. Apparatus Bays*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

The kitchen area that serves the occupants on each shift has a number of potentially unsanitary condition.

- The door to Shower #1 and a toilet opens directly into the space where food is being prepared.
- A washer and dryer are operated in the kitchen creating an unsanitary condition where food is being prepared.



*Photo A4. Kitchen Area*

The corridors are very narrow. There are several steps through-out the facility at each addition to address changes in the floor elevation creating trip hazards. The spaces are small, confining and dark. There are very little exterior windows for natural day lighting. As you walk-thru the spaces the materials for the flooring, walls and ceiling make drastic changes. There are many spaces not being utilized, such as offices and storage areas. This makes the facility underutilized due to existing constraints. There is not a dedicated training space, no space for needed equipment to clean gear or hose dryers. These spaces are not planned with the correct adjacencies. For example, the sleeping areas are next to a high traffic areas such as the kitchen. You must also travel thru several corridors and offices to use Shower #2 from the bedrooms. All of these concerns affect the morale, productivity and wellbeing of the occupants. In spaces with abundant day light and planned spaces, studies have shown that employees enjoy being at work, are more productive, sick less, and employee retention is much higher. These are measurable values based on employee logged sick time and turn-over.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

The existing building does not have an adequate building envelope. There is very minimum insulation at the roof deck and walls. The exterior windows and doors appear to be uninsulated. The construction from the previous time periods would indicate there is substantial infiltration of outside air. These inadequacies lead to larger mechanical units working more frequently using more energy to condition the spaces. The minimum requirements for insulation, energy efficient doors and windows are far below the baseline standard required by the International Building Code, today. This is not an energy efficient building.

This facility has several on-going maintenance problems including:

- The numerous additions over the life of this building have created undue maintenance problems.
- Several different types of roofs coupled with different intersections and elevations have evolved into an ongoing roof leak that seems to be unrepairable above Office #5.
- The roof conditions over the original building and the additions are in need of replacement, and are failing structurally in some areas.



*Photo A5. Roof Leak at Ceiling*



*Photo A7. Roof Addition*



*Photo A6. Roof Flashing*



*Photo A8. Deteriorating Sheathing*

The vertical walls where the lower roofs intersect are not properly flashed, the materials and sealants are rapidly deteriorating. To properly address this problem, all the roofing, sidewalls, flashing and sheathing would need to be replaced. However, this would not address the real problem that has been created with existing construction and additions at various elevations and intersections.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

The existing roofs at the original 1960's, 1980's and 1990's addition are showing signs of creep, fatigue and failure. Structural repairs are required. The rafters and decking are sagging in both directions. This is an unsafe condition.



*Photo A9. Roof Creep, Fatigue, Failure*

There is ongoing maintenance required for the exterior facade of the facility. The wood trim at the rake and eaves is severely rotted. The concrete masonry unit walls in the 1980's addition are in need of paint and crack repair. Both of these conditions will lead to substantial maintenance costs if not repaired soon. Water and moisture will infiltrate the facility and likely lead to internal water damage of the adjacent spaces.



*Photo A10. Wood Rake and Trim Rotting*



*Photo A11. Cracks at Exterior Facade*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

There is a potential for hazardous materials to exist within the original construction and 1980's addition. Lead paint and asbestos for common building components during this time frame. Asbestos was used in insulation, binders in materials, and many adhesives.

This facility as previously mentioned is not accessible. It does not meet the requirements for the Texas Accessibility Standards. Restrooms and showers do not have the required clearances, grab bars are inappropriate, the water closets are non-compliant, required knee spaces are not provided and toilet accessories are not mounted at the correct heights. The accessible route through the building does not comply. Door hardware is also non-compliant.

## ARCHITECTURAL CONCLUSION

The life safety issues and health concerns should be addressed immediately. This includes the corrections to the structural problems with the roof, the rated partition at the vehicle bay. Shower #1 and the washer and dryer should be relocated; this is a health concern creating an unsanitary condition.

The maintenance items should be addressed to prevent additional costs and damages including roof repairs and addressing the exterior facade. If there is a long term desire to stay here then a plan should be developed to renovate the space. The renovations would include upgrading the building envelope to make it more energy efficient. This would include upgrades to the insulation at the walls, roof and installing energy efficient windows and doors. A renovation to the space would also include space organization and proper adjacencies with new compliant showers and restrooms. Additional spaces should be programmed and included for training and dedicated storage. The interior should be modernized with new paint and flooring to make the space more appealing. A hazardous survey should be done to identify suspicious materials and have a plan to abate the hazardous materials from the space.

If all the concerns were addressed, the space would still be confined to the restraints of the perimeter walls. This limits the ability to provide a necessary floorplan that is efficient. These costs would be prohibitive due to the age and existing construction of the facility.

The original building and additions have outlived the useful life of this facility. The health, life safety, welfare, accessibility and maintenance deficiencies need to be addressed:

- The original building and additions are outdated and are physical constraints for any meaningful future renovation planning.
- The building envelope, insulation, doors and windows are very energy inefficient.
- The original building roof and roof additions have created ongoing maintenance conditions with roof leaks.
- The exterior facade at the original building and additions are in poor condition and will contribute to water infiltration if not properly maintained.
- The kitchen arrangement is currently unsanitary for food preparation with a shower and toilet that open directly into the space.

# **Fire Station #1 - Condition Assessment Report**

Town of Fairview, Collin County, Texas

- The space is not accessibility as required by the Texas Accessibility Standards. ( see report in Appendix B)



# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION THREE: STRUCTURAL

### GENERAL DISRIPTION OF FACILITY

The existing Fire Station #1 was created by making additions to a wood framed single-story residence/house that was constructed in the 1960's. The design and construction used for the original residence as well as the two additions was based on an IBC Risk Category II. Fire stations are required to be designed and constructed to meet IBC Risk Category IV. There is no evidence that the existing fire station construction has been upgraded or investigated to meet the Category IV (essential facility) requirements. This is considered a deficiency that should be corrected by performing an analysis of the structural elements of the facility, to include the roofs, walls, and other elements of the lateral force resisting system for both wind and seismic loads and providing strengthening/stiffening as required. The Town of Fairview governing building code is the 2012 Edition of the International Building Code (2012 IBC), which covers the design of fire stations.

The roof over the circa 1980 addition was found to be sagging in the middle. The sagging appears to be due to a lack of adequate lateral resistance for the rafters in the form of roof ties. Also, everything from the ceiling and above is supported directly or indirectly by these rafters. That includes the HVAC equipment. The rafters could be suffering from overstressing that has exacerbated the creep in deflection that has led to excessive sag. Tension ties in the form of cables have been added across the attic near the east end of this section to resist the lateral thrust from the rafters in this area. As a result, the sagging is significantly less in that area. The entire area of the roof should be shored up and the rafters strengthened/repared as necessary. It was reported that the roof was sagging so much, the ceiling tiles, which are hung from the rafters, were falling out of their grids. The wires supporting the grid were shortened to level the ceiling grid so the ceiling tiles would not slip out. It is unknown how long this sag has been present, but it is a situation that is unsafe as the sagging represents a state of progressive collapse of the roof.

There is evidence of foundation movement at the original circa 1960 construction and the first addition constructed circa 1980. Cracking in the brick near corners was found on the west end of the old residence. Cracking in the cmu wall on the north side of the 1980 addition was also found. There was cracking above the doors on the interior of the facility that had been repaired and re-cracked.

It is imperative that the recommendations related to the safety of the occupants and to proper function of the fire station shall take priority over recommendations related to non-structural upgrades.

Description of existing conditions at fire station and proposed repairs and upgrades are based on the field inspection and are provided in the following section.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## STRUCTURAL OBSERVATIONS

The property is located at 500 State Highway 5 in Fairview, Texas at Lat 33° 8' 17" N and Long 96° 38' 25" W. Fairview Fire Station #1 is housed in a single-story wood-framed and masonry structure formed from four structures. The original structure was a residence constructed in the 1960's and had additions constructed in the 1980's and 1990's. The low-bay wing to the north is comprised of the original residence and two of the addition modules that contain bedrooms, offices, conference rooms, a kitchen, and storage. The high-bay south wing contains offices, waiting room, recreation room, fitness center, storage, and four vehicle bays. Brick veneer is on the exterior of the original module on the west and south sides. Brick veneer was removed or covered over by siding is on the north side of the original module. The addition of the 1980's has cmu on the exterior walls on the north and south sides. These appear to be single wythe cmu walls. The exterior of the 1990's addition consists of siding. The south wing is clad with brick veneer and metal panels over wood framing.

The foundation for the facility appears to be slab a shallow foundation system with slabs on grade. Signs of post-tensioning were not found, therefore the foundation is most likely conventionally reinforced.

### Roofs and Framing

Noticeable rippling/buckling of the composition shingle roof was observed over the original circa 1960 module. Trim and eave boards are in poor condition and in need of replacement/repair.



*Photo S1. Ripples in Roof Over Original Construction (1960's) Module*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



*Photo S2. Northern Half of Roof, Trim, and Siding on 1960 Module*

The roof over the 1980's addition is sagging. This appears to be due to inadequate lateral ties at the top of walls to resist the kick-out forces from the roof rafters and loads supported by the rafters. The bottom 2x6 ties are twisted and the rafters are deflecting excessively between the bottom tie and the cmu wall on which they bear. The ceiling grid, HVAC equipment, ceiling grid system, and lights are suspended from the rafters. Possible overstressing of the rafters and exacerbated creep are also suspected. The supporting cmu wall has cracking. Some of this cracking is due to the lateral kick-out at the top of the wall due to the roof rafters pushing out. This roof is in a state of progressive collapse. Shoring and bracing should be provided for the short term. Existing rafters and ceiling joists should be strengthened/replaced and the lateral tie system re-established.

**Fire Station #1 - Condition Assessment Report**  
Town of Fairview, Collin County, Texas



*Photo S3. Sagging Roof*



*Photo S4. East End of Attic Space Over 1980's Addition. Notice Cable Tie In Foreground*

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*Photo S5. Cable Spanning Across Attic at East End of Attic*



*Photo S6. Cable Connection at Rafter*

**Fire Station #1 - Condition Assessment Report**  
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*Photo S7. HVAC Equipment Suspended from Rafters*



*Photo S8. Twisted Bottom Tie*

**Fire Station #1 - Condition Assessment Report**  
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*Photo S9. Ceiling Suspension Framing – Original 1960's Module*



*Photo S10. Suspended Ceiling Hung from Sagging Rafters – 1980's Addition*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## Foundation Related Issues

Cracking in the exterior brick and cmu walls was found on the original 1960's module and the 1980's addition. The cracking appears to be related to foundation settlement. The cracking of the cmu wall at the 1980's addition could be magnified by the lateral push from the rafters. There was some cracking above doors in these portions of the building also. The cracking above doors has been repaired previously, but has cracked again. All the doors were operable without binding or sticking. Floors should be surveyed for levelness. As an option, piers could be added around the perimeter to level and close cracks in cmu.



*Photo S11. Cracking in Brick*



**Fire Station #1 - Condition Assessment Report**  
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*Photo S12. Cracking in Brick at Opposite Corner*



*Photo S13. Cracking in CMU Due to a Combination of Foundation Movement and Lateral Thrust from Rafters*

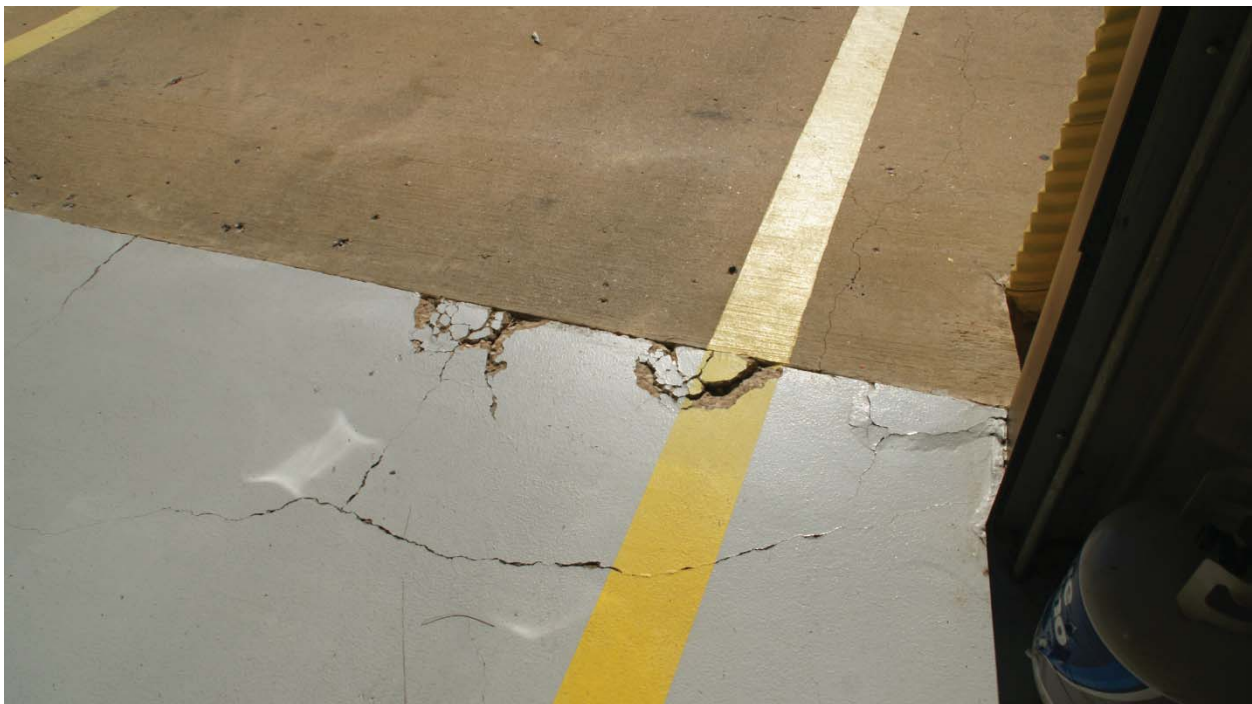
# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



*Photo S14. Cracking Above Doors on the Interior*

The slab on grade edges leading from the interior to the exterior is cracked due to inadequate wheel load transfer. Inadequate edge thickness and cover over dowels is the likely culprit. The cracking should be repaired to prevent water from entering the sub-base that could lead to disking of the pavement (pot holes).



*Photo S15. Edge of Slab Cracking Due to Wheel Loads at Vehicle Bays*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## Drainage Issues

The area between the north and south wings of the fire station is in need of improvement from a drainage standpoint. A concrete swale with proper slopes could serve as a combination swale and splash block. Grass will not grow in this area, so the concrete will prevent erosion. The location of the sanitary lift station, which appears to be a converted septic tank (500 gallons), is in an awkward location. The lid of the tank should be marked "No Step". One end of the tank is very close to the foundation of the 1990 addition.



*Photo S16. Area Between the North and South Wings*

## RECOMMENDATIONS

- It is apparent that the existing fire station #1 was never assessed for a change in use from residential IBC Type II to fire station (essential) IBC Type IV. The facility should be rated for ultimate wind speeds of 120 mph and is in Seismic Design Category C (SDC C), (moderate seismicity).
- Since the facility is in SDC C, lateral restraints on HVAC equipment, sprinkler piping, and suspended ceilings are required.
- The sagging roof should be shored and braced for the short duration and repaired for the long-term.
- The foundation issues noted are minor compared to the first two recommendations. Piers could be added along the north sides of the 1960's and 1980's construction modules. Four piers along the west/front of the 1960's module where cracking was noted could also be accomplished.

# **Fire Station #1 - Condition Assessment Report**

Town of Fairview, Collin County, Texas

- Repair of the vehicle bay slabs is recommended to prevent maintenance issues in the future.
- Converting the area between the north and south wings to a concrete drainage swale would be an improvement to the current conditions.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION FOUR: HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

### GENERAL DISCRIPTION OF FACILITY

The existing heating and cooling equipment, including heaters, and fan coil units, etc. are inefficient and at the end of their useful life. Therefore there will likely be ongoing mechanical issues with growing severity if the equipment is not replaced.

It is recommended that the upgrades related to the life safety of the occupants and to the proper function of the fire station shall take priority over recommendations related to upgrading of old systems that can be made in the future.

Among such priorities are installation of the carbon monoxide (CO) and nitrogen dioxide (NOx) sensors and alarm at the entrance to the fire fighters quarters, installation of new vehicle exhaust systems in apparatus bays, upgrading general ventilation system in apparatus bay area, modifications to sanitary sewer lift station, etc.

Existing air-conditioning systems serving fire fighters quarters and plumbing fixtures shall be replaced entirely in the future or as soon as the equipment shows the signs of the failure or if associated space is to be remodeled. The new equipment shall be energy efficient and environmentally friendly.

Detailed description of existing conditions of Heating, Ventilating and air conditioning (HVAC) systems and Plumbing systems at Fire Station #1 and proposed upgrades and modifications to these systems are based on the field inspection and are provided in Section Four and Section Five below. These upgrades will increase energy efficiency of the station's HVAC systems, improve safety and provide ease of maintenance for new equipment.

### HVAC OBSERVATIONS

Fire Station #1 is housed in a single-story structure formed from four old buildings adjacent to each other. The property is located at 500 State Highway 5 in Fairview, Texas.

The station is comprised of apparatus bay area for four fire trucks and fire fighters quarters, including waiting area and fitness room, office area and day room /kitchen area, bunk room/ sleeping area and police quarters. Total building floor area is 8,800 sq.ft.

#### Apparatus Bays

One gas-fired unit heater Lennox model LF24-100A-1 with output capacity of 80,000 kBtu/hr provides heating in the Apparatus Bay area. Local thermostat provides control of unit heater. The second original unit heater has been removed to accommodate for the fire truck parking. Remaining unit capacity does not provide adequate heating to the space.

One wall mounted propeller fan provides general ventilation in the space. The capacity of the fan does not appear to be adequate for the space ventilation requirements.

The vehicle engine exhaust removal systems are not present. Control system to monitor concentration of carbon monoxide (CO) and nitrogen dioxide (NOx) emission from diesel engines is absent.

# Fire Station #1 - Condition Assessment Report

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Required daily tests of the fire trucks are being conducted outside of the apparatus bays at the parking lot in order to avoid space contamination with vehicle engine fumes. Occasionally during bad weather conditions the fire truck engines are run inside the bays. When this happens the vehicle fumes are migrating into adjacent occupied office spaces due to the absence of the local vehicle tail pipe exhaust system and to the inadequate capacity of general ventilation. It is apparent that these conditions compromise fire fighters health safety due to the exposure to the hazardous engine fumes. These conditions are also preventing fire fighters from regulatory fire truck testing during severe weather conditions. This issue shall be addressed as soon as possible.

## Fire Fighter's Quarters

Four split fan coil units with gas-fired furnaces and DX-type cooling units provide air-conditioning in quarters. The fan coil units are installed in the attic space at the various locations.

Waiting area and fitness room air-conditioning is provided from one indoor fan coil unit and outdoor condensing unit Trane model 2TTR1060A with 5 tons of nominal cooling capacity, 208/1 Volts. The system was installed in 2004. Fan coil unit in the attic is not provided with safe and adequate access.

Office and kitchen area air-conditioning is provided from one indoor fan coil unit Trane model TXH041A and outdoor condensing unit Trane model TTR036D with 3 tons of nominal cooling capacity, 208/1 Volts. The system was installed in 2001. There are some complaints that this unit does not provide adequate cooling during hot summer days.

Bedrooms and office area air-conditioning is provided from one indoor fan coil unit and outdoor Carrier condensing unit with approximately 3 tons of nominal cooling capacity,. The system was apparently installed prior to 2001.

Former Police Area / current DPW offices air-conditioning is provided from one indoor fan coil unit and outdoor condensing unit Goodman model GSH130361AC with 5 tons of nominal cooling capacity, 208/1 Volts. The system was installed in 2004.

Each fan coil unit is controlled by the local thermostat wall-mounted approximately 5 feet above finished floor and higher. Not compliant with ADA requirements.

All units are charged with R-22 refrigerant which will be completely phased out in the near future.

Three ceiling-mounted exhaust fans provide exhaust ventilation in restrooms. Exhaust fan serving showers and restrooms at office and bedroom areas are interlocked with corresponding light switch. Fans and corresponding ductwork will have to be cleaned.

Gas-fired range in kitchen is equipped with residential type hood without fire protection and need to be replaced with commercial grade hood, if required by local Authority.

Dryer exhaust ductwork apparently is full of the lint and need either to be cleaned or replaced with new exhaust duct.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

Existing air-conditioning systems do not have any provisions for outside air supply to the building. Air distribution devices are rusted. Supply and return air ductwork apparently was not cleaned for a long time. The return air from various rooms is provided via open doors. The existing systems are at the end of their life, are in-efficient, lack adequate controls and need to be replaced in the near future.



*Photo M1. Clogged Dryer Exhaust Backdraft Damper*

## RECOMMENDATIONS

A majority of the mechanical equipment at the facility is past its expected service life. This means there will likely be ongoing mechanical issues with growing severity if the equipment is not replaced. Existing HVAC systems shall not be reused when the facility is remodeled. The additional cost of new systems will not be much greater than the cost to alter the existing systems. The new equipment will also be more energy efficient than the existing equipment.

The following recommendations on building air-conditioning system upgrades are arranged in order of their priority in respect to the life safety, and operational functionality of fire station. The probable construction cost estimate associated with incorporating proposed upgrades can be found in Appendix C. The estimate includes contractor's overhead, profit, markups, etc.

- Provide carbon monoxide (CO) and nitrogen dioxide (NO<sub>x</sub>) sensors and alarm at the entrance to the fire fighters quarters to alarm personnel of the hazardous conditions - \$10,000.
- Provide two recirculating engine exhaust removal systems equal to Air Vacuum Corporation model Airvac 911- \$30,000.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

- Perform calculations of general exhaust ventilation airflows for apparatus bay area and provide additional exhaust fan for general ventilation as required – \$8,000.
- Provide pull-down ladder for the safe access to the fan coil unit serving waiting area - \$3,000.
- Perform heating load calculations for the apparatus bay and provide additional heating in the area as required. New gas-fired radiant tube heater with approximate capacity of 100 kBtu/hr can be installed at the east bay #1 - \$10,000.
- Clean existing ductwork, paint rusted grilles and provide necessary maintenance to four existing air-conditioning systems – \$9,000.
- Clean dryer exhaust duct or replace existing duct - \$500.
- Replace existing residential grade kitchen hood with new commercial grate grease exhaust hood with exhaust fan and with Ansel fire protection system – \$2,000.
- Re-install the dislocated insulation above lay-in ceiling above waiting area and fitness room and above kitchen/office area and sleeping rooms - \$5,000.
- Perform cooling load calculations for the office/kitchen area. Replace corresponding air-conditioning system if load calculations confirm that the unit size is inadequate – \$15,000.
- Replace all four existing air-conditioning systems at once, including fan coil unit, ductwork, controls and air distribution devices with new high-efficiency system meeting current code requirements - \$80,000.



# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION FIVE: PLUMBING

### OBSERVATIONS

#### Domestic Water System

Existing 2" diameter domestic water pipe provides service to the facility. The piping appears to be in fair condition, though there are few places that this could be verified.

#### Domestic Water Heating

Domestic hot water supply to the building is provided from two residential grade electric tank-type water heaters Bradford White model M240T6DS, 40 Gal, 208/1 4,500 Watts. Recirculation pumps are not present. Both units are in good condition and adequately supply facility with hot water.

#### Natural Gas

Existing 1" diameter natural gas piping provides low pressure natural gas distribution to the unit heater in apparatus bays, to the gas furnaces of the fan coil units in the attic and to kitchen range. It was stated that the gas piping was recently repaired to eliminate some gas leaks in the attic. The piping now appears to be in fair condition.

#### Plumbing fixtures

Various brands of plumbing fixtures are installed at the facility.

Water closets: Existing residential grade Glacier Bay water closets are 1.6 gallon per flush (GPF) and in fair working condition. A majority of the restrooms do not have any ADA accessible water closets.

Lavatories: Existing residential grade lavatory faucets appear to have 1.0 gpm aerators. Existing aerators should be replaced with 0.5 gpm aerators in order to comply with current code requirements. Some of the handles on faucets are broken and it appears that replacement of existing faucets should take place in lieu of repairs.

Showers: It appears that showers were recently repaired and new showers heads were installed.

Kitchen Plumbing Fixtures: It should be verified with the Town code officials if a grease interceptor is to be provided for the type of cooking performed in the kitchen.

The laundry equipment and all chemicals are stored inside the kitchen area in violation of the Texas health code. Washer drain is being discharged to the grade just outside of the kitchen.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## Sanitary Sewer System

The sanitary sewer from the building is discharged into originally built septic tank later converted into the lift station. Existing ¼ HP pump provides lift into the city sanitary waste pipe north of the facility. Existing tank size and the pump configuration do not meet current plumbing code requirements. Larger tank size and a duplex grinder pump shall be provided for the facility.



*Photo P1: Sanitary Pump and Septic Tank*

## Storm Drain

The storm drain from gutters and from downspouts is being discharge to the grade. The grading between the apparatus bay building and office building is washed out over the time. Overflow piping under the walkway is clogged. Thus the standing water between the buildings creates unacceptable anti-sanitary conditions. The system shall be either repaired or modified.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



*Photos P2/P3. Storm Drain Conditions*

## RECOMMENDATIONS

The following recommendations on building plumbing systems upgrades are arranged in order of their priority in respect to the life safety, and operational functionality of fire station. The probable construction cost estimate associated with incorporating proposed upgrades can be found in Appendix B. The estimate includes contractor's overhead, profit, markups, etc.

- Replace existing septic tank and sewer pump with new lift station with duplex grinder pump as required by code - \$50,000.
- Replace existing lavatory faucets – \$1,000.
- Provide garbage disposal on kitchen sink - \$300.
- Replace existing plumbing fixtures with new ADA compliant fixtures - \$8,000.
- Repair existing gutters and downspouts and modify existing grading to allow for proper drainage of storm water – \$10,000.
- Provide grease interceptor for the kitchen - \$10,000.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## SECTION SIX: ELECTRICAL AND DATA COMMUNICATION

### ELECTRICAL OBSERVATIONS

The facility electrical system is comprised of elements which have been added in stages through the years. Three separate electrical services from two different pole-mounted transformers provide power to the building. This violates NFPA 70 (NEC) Article 230.2 which limits buildings to a single service, with certain exceptions. Each 240/120V single-phase service terminates in a 200 amp panelboard. Two of the three panels are not labeled a being suitable for use as service equipment as required by NEC Article 230.66.



*Photo E1. Overhead Service*

Two additional 125 amp sub-panels provide additional circuit capacity for the facility. Several of the panels do not have the working clearance required in NEC Article 110. This presents a safety hazard to personnel who need to work in these panels. In addition, none of the five panels contain labels warning personnel of a potential arc flash hazard as required by NEC Article 110.16. Also missing at each panel was a field label indicating the calculated available fault current at the panel (NEC 110.24). All panels contain a circuit directory, but it is not clear if the information is accurate. Two of the panels appear to be over 40 years old. The circuit breakers in these panels may have deteriorated over time, impacting their ability to trip when required. One fireman noted that he was unable to identify the source of one of the sub-panels in order to de-energize it. An overall one-line diagram of the facility electrical system was not available. This would be highly beneficial to personnel working on the system and allow work to be performed safely.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



Photo E2. Sub-Panel Blocked by Stored Items

The oldest portion of the building (originally a residence) contains nonmetallic sheathed (“Romex”) wiring. While it is understood that total replacement of this wiring is not feasible, it appears that some devices were wired with this material after its conversion to a commercial facility. Furthermore, this cable was used outdoors exposed to the elements. This is a violation of NEC Article 334.15.



Photo E3. Improper Use of Type NM Cable

## Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

NEC violations were also noted in regard to cable terminations and splices. Conduits and cables are required to be securely attached to boxes and fixtures. Splices must only occur within boxes or listed enclosures. At least two examples of improper splices and/or cable terminations were found.



*Photo E4. Splice Not Enclosed in Box*

These conditions could easily cause the splices to be disturbed and expose personnel to live wiring. In addition to this, cabling was found to be improperly fastened or supported. All cables and/or conduits are required to be securely fastened within 12 inches of every box, fixture or fitting. In other locations, cabling was found to penetrate through metal wall panels without protection from the sharp metal edges. Over time, the metal panel could cut through the insulation which would result in a ground fault and possible fire hazard. NEC Article 300.4 requires exposed cabling passing through metal members to be protected from physical damage by insulated bushings or grommets.

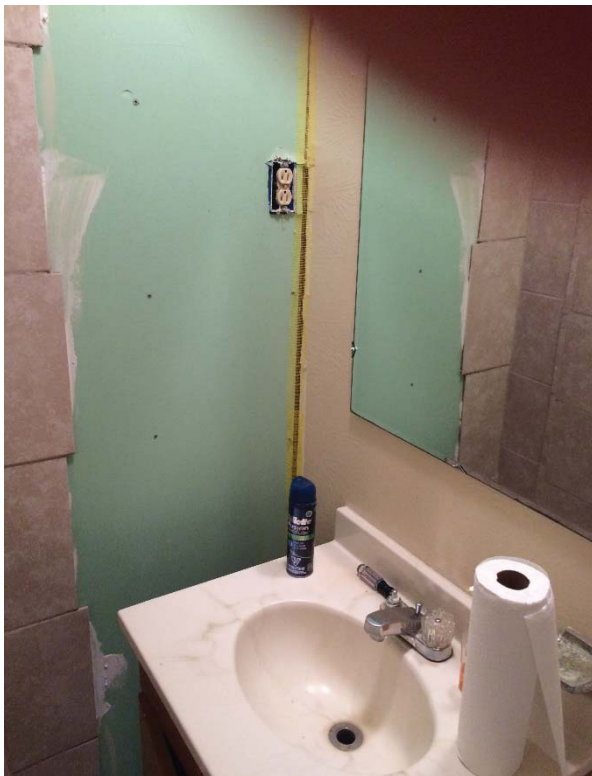
# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



*Photo E5. Cable Through Wall Panel Without Protective Bushing*

Receptacles with ground fault circuit interrupters are required in bathrooms and within six feet of any sink. Two receptacle locations were found in violation of this NEC requirement.



*Photos E6/E7. Receptacles Requiring GFCI Protection*

# Fire Station #1 - Condition Assessment Report

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Beginning with the 1999 Code, the NEC requires arc fault circuit interrupter (AFCI) protection for receptacles in dwelling unit bedrooms. It is recommended that those receptacles be replaced for the protection of personnel using the bedrooms.

The facility lighting is a broad variety of fixture types employing both incandescent and fluorescent lamps of various types. A limited number of LED fixtures have been installed recently. Approximately 2/3 of the fixtures use linear T8 fluorescent lamps housed in either recessed or surface mounted troffers. This type of lamp is marginally acceptable in terms of energy efficiency. A number of other fixtures were found to use older T12 lamps, which are much less efficient than the T8 type.



*Photo E8. Typical Fluorescent Fixtures*

The troffer type fixtures were used in the kitchen, offices, recreation room, conference rooms and storage rooms. Recessed “can” type fixtures were found in corridors and several other spaces. These fixtures generally used incandescent lamps which are most inefficient. At a minimum, these lamps should be replaced with self-ballasted compact fluorescent (“curly” type) lamps. These lamps could reduce the energy consumed by the recessed cans by 75%.

Fixtures in the vehicle bays are industrial fluorescent strip lights with 8’ linear T12 lamps. These lamps are far less efficient than T8 or T5 lamps. Substantial energy savings could be realized from an upgrade to T8 or T5 lighting. The fixtures were not accessible for close inspection, but it is likely these fixtures employ older magnetic type ballasts, compounding the overall fixture inefficiency.

Many fixtures were found to have missing or nonworking lamps. Others had either damaged or missing lenses. One recessed shower fixture had no trim package or lens, which makes it unsuitable for use in a wet or damp location.



# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas



*Photo E9. Fixture in Shower*

All lighting is controlled manually via wall switches. Significant energy savings could be realized through the use of occupancy sensors. U.S. Department of Energy studies show the following ranges of energy savings for various room types:

Private office	13-15%
Group office	20-28%
Conference room	22-65%
Rest room	30-90%
Corridor	30-80%
Storage rooms	45-80%

For most locations in this facility, occupancy sensors could simply replace the existing manual wall switches with no rewiring. A few larger spaces such as the kitchen and recreation room could require a ceiling mounted sensor which would involve some minor rewiring.

Exit lighting has been provided in accordance with NFPA 101. However, a few fixtures were observed to be non-working. These should be repaired. Most of these fixtures also appear to use fluorescent lamps. Current versions of exit signs use LED lighting exclusively. The LED fixtures consume only 2.5 watts, as opposed to 15 watts for the fluorescent type. Since these fixtures are constantly ON, the potential for energy savings is significant.

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

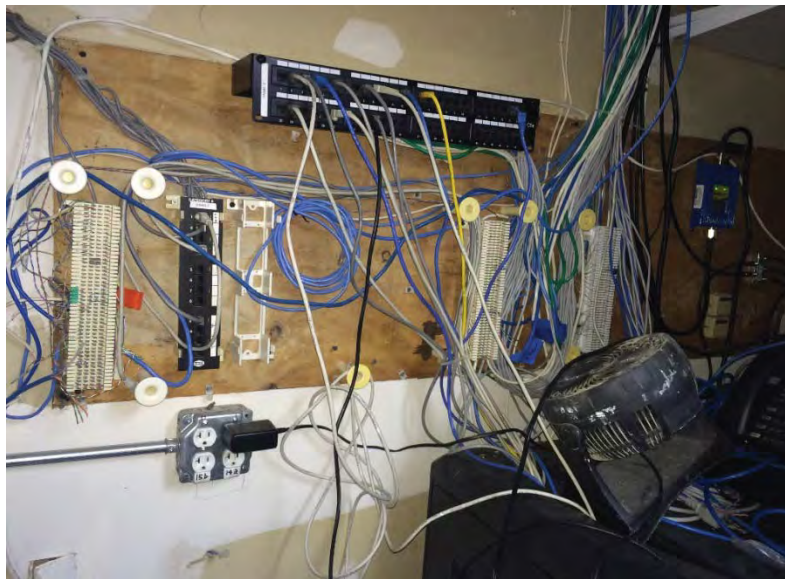


*Photo E10. Exit Light Not Working*

Station personnel are protected by a recently installed fire alarm system. No improvements to this system should be necessary.

The station's telephone and communications needs are served from a small closet at the northwest corner of the facility. As can be seen, the wiring and equipment in the closet is in a state of disarray. The lone equipment rack is covered with cabling and various clutter.

While this state of disorganization does not violate any safety codes, it would likely hamper any troubleshooting efforts when the need arises. The absence of labeling on most of the cables would compound this issue.



*Photo E11. Cluttered Cabling in Telephone Closet*

# Fire Station #1 - Condition Assessment Report

Town of Fairview, Collin County, Texas

## ELECTRICAL CONCLUSIONS

A number of NEC violations were observed in this investigation. Some of these pose immediate hazards to personnel which could lead to serious injury and should be addressed immediately. Others are conditions which could cause electrical faults resulting in equipment damage or fire. Multiple service entrances increase the time to de-energize the building in a fire or other emergency. The issues which should be corrected immediately are as follows:

- Repair inoperative exit signs
- Replace receptacles in rest rooms and near sinks with GFCI type
- Relocate materials stored within the required working spaces of electrical panels
- Install wet location trim and lens to shower fixture

Other wiring problems in violation of NEC, while not as critical, should be corrected as soon as funding allows. As stated previously, these items could cause electrical faults leading to equipment damage and/or a fire.

The facility lighting system is largely outdated and inefficient. Significant energy savings could be realized through replacement of incandescent lamps in recessed can fixtures with fluorescent, replacing manual wall switches with occupancy sensors and replacing exit signs with LED type. All of these upgrades are relatively inexpensive and would require no rewiring.





**Fairview Fire Station #1 - Fairview, TX**  
ADA Accessibility Compliance Evaluation  
December 7, 2015

Sent To: **Mr. James Fullmer**  
**Huitt-Zollars, INC.**  
Via E-Mail: [jfullmer@huitt-zollars.com](mailto:jfullmer@huitt-zollars.com)  
Hard copies via US Mail

**American's with Disabilities (ADA) Compliance Evaluation**  
**JKA # 1116-15**  
**Inspected December 2, 2015**

**Fairview – Fire Station #1**  
500 Hwy 5 – Fairview, Texas

**Single-Building Facility (Interior & Exterior)**  
**Include assessment for:**  
**Parking, accessible routes, and restroom.**

**STATEMENT OF QUALIFICATIONS**

**Johnson - Kelley Associates** has been a contract provider for the State of Texas Department of Licensing and Regulation since 1995 and as of January 2002 we are licensed **Registered Accessibility Specialists**. We have completed thousands of plan reviews and inspections for Architects, Engineers and Building Owners to ensure conformance with accessibility standards adopted by the Texas Department of Licensing and Regulation for the purposes of ensuring compliance with Article 9102, Texas Civil Statutes. Additionally the principals at **Johnson - Kelley Associates** are very knowledgeable with the ADA and since 1991 have been consulting architects in the due diligence survey work of real estate property managers for over 350 properties in TX, OK, GA, NC, SC, NY, NV, NH, MO, IA, IL, LA, VT & FL.

**Stephen W. Johnson**  
ICC Certified Accessibility Specialist  
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Steve is also a 20 plus year experienced licensed architect. Steve was a licensed Architect from 1988 to 2005 (currently inactive status) and his experience included Hotel, Commercial, Retail many Multifamily Apartment and Condo projects from 1981 through 2001. He also does plan reviews and post-construction inspections. Steve has been a RAS with the T.D.L.R. since 2002. Steve also performs accessibility due diligence assessments for architects and building owners to assess property compliance. Steve is also available for your technical question assistance.



## **RECENT ADA AMENDMENTS**

### **Highlights of the Final Rule to Amend the Department of Justice's Regulation Implementing Title III of the ADA**

The Department of Justice (the Department) has amended its regulation implementing title III of the Americans with Disabilities Act (ADA), which applies to public accommodations (private businesses that fall within one of twelve categories established by the statute) and commercial facilities. The ADA requires the Department to publish ADA design standards that are consistent with the guidelines published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board). Therefore, the title III rule adopts new Standards for Accessible Design that is consistent with the ADA/ABA Accessibility Guidelines developed by the Access Board. The final rule also amends the previous title III regulation to make it consistent with current policies and published guidance, to reflect the Department's experience since the regulation was first published in 1991, and to address and respond to comments received from the public in response to the Department's 2008 Notice of Proposed Rulemaking (NPRM). These revisions took effect on March 15, 2012.

#### **Summary of Changes:**

##### Adoption of the 2010 ADA Standards for Accessible Design.

The Department has adopted revised ADA design standards that include the relevant chapters of the Access Board's 2004 ADA/ABA Accessibility Guidelines as modified by specific provisions of this rule. To minimize compliance burdens on entities subject to more than one legal standard, these design standards have been harmonized with the Federal standards implementing the Architectural Barriers Act and with the private sector model codes that are adopted by most States.

##### Effective Date.

The rule became effective March 15, 2012. Since March 15, 2012, compliance with the 2010 Standards will be required for new construction and alterations and barrier removal. **Covered entities that should have complied with the 1991 Standards during any new construction or alteration of facilities or elements, but have not done so by March 15, 2012, must comply with the 2010 Standards.**

##### Element by Element Safe Harbor.

The rule includes a general "safe harbor" under which elements in covered facilities that were built or altered in compliance with the 1991 Standards would not be required to be brought into compliance with the 2010 Standards until the elements are to be altered.



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**SCOPE OF WORK PROVIDED WITH THIS ASSESSMENT**

The scope of inspections for the subject projects includes appropriate portions of Title III of the **American with Disabilities Act, 42 U.S.C.1991 Standards (ADA)** for the immediate site as well as all regulated interiors and common-use areas.

**Johnson - Kelley Associates, Inc.** included the following where applicable for each property:

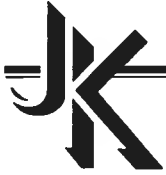
- Site inspection including; walkways, parking facilities, building entries and path of travel from associated accessible parking to each building entrance. Non-accessible facility entrances will be identified where applicable for access requirements.
- Building inspection of all exterior areas including; door maneuvering area and other common areas; interior routes, elements, spaces, and toilet rooms.
- Vertical access via ramp and elevator requirements addressed where applicable.
- Relevant Americans with Disabilities (ADA) criteria is cited to provide documentation of **non-compliance items and include State adopted deviations from ADA.**
- Construction tolerances were not applied to the dimensional requirements of the applicable ADA Standards for this inspection.

Additionally, **1994 Texas Accessibility Standards (TAS)** the State of Texas Accessibility Code was reviewed for possible modifications to the 1991 ADA requirements.

Where applicable provisions of 2010 ADA / 2012 TAS are less stringent or more in alignment with what was encountered than the prior codes used as a basis for this review the requirement that most aligns with the actual field condition will be used to assess compliance. Requirements will not be imposed that are more restrictive than the current requirements.

Note: Current State Accessibility Code, 2012 TAS also became effective on March 15<sup>th</sup>. It was adopted to match the technical requirements of 2010 ADA. Both new codes have a safe harbor provision, effectively ensuring that where constructed to meet the prior codes unless modifications are made the new ADA/TAS requirements will not be required to be met. Where corrective modifications are necessary, when an item does not meet requirements of the newer version of the code, 2012 TAS requirements must be met and if 2012 TAS requirements are met then 2010 ADA will be also met.

Local City building codes were not reviewed as part of our investigation.



**ADA VIOLATIONS NOTED BELOW:**

**The following violations do not comply with 1994 TAS under the Safe Harbor provision. All corrective modifications must comply with 2012 TAS.**

**X UNACCEPTABLE**

- 1. The accessible parking spaces did not provide access aisles.**
- 2. 2 of the accessible parking spaces were not identified with compliant accessible parking space signs.**



**1994 and 2012 TAS Requires:**

**208 Parking Spaces**

**208.1 General.** Where parking spaces are provided, parking spaces shall be provided in accordance with 208.





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**EXCEPTION:** Parking spaces used exclusively for buses, trucks, other delivery vehicles, law enforcement vehicles, or vehicular impound shall not be required to comply with 208 provided that lots accessed by the public are provided with a passenger loading zone complying with 503.

**208.2 Minimum Number.** Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

**208.2.4 Van Parking Spaces.** For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.

**208.3 Location.** Parking facilities shall comply with 208.3

**208.3.1 General.** Parking spaces complying with 502 that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance complying with 206.4. Where parking serves more than one accessible entrance, parking spaces complying with 502 shall be dispersed and located on the shortest accessible route to the accessible entrances. In parking facilities that do not serve a particular building or facility, parking spaces complying with 502 shall be located on the shortest accessible route to an accessible pedestrian entrance of the parking facility.

**EXCEPTIONS:**

2. Parking spaces shall be permitted to be located in different parking facilities if substantially equivalent or greater accessibility is provided in terms of distance from an accessible entrance or entrances, parking fee, and user convenience.

**Advisory 208.3.1 General Exception 2.** Factors that could affect "user convenience" include, but are not limited to, protection from the weather, security, lighting, and comparative maintenance of the alternative parking site.

**502 Parking Spaces**

**502.1 General.** Car and van parking spaces shall comply with 502. Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the markings.

**EXCEPTION:** Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width of the line defining the parking space or access aisle.

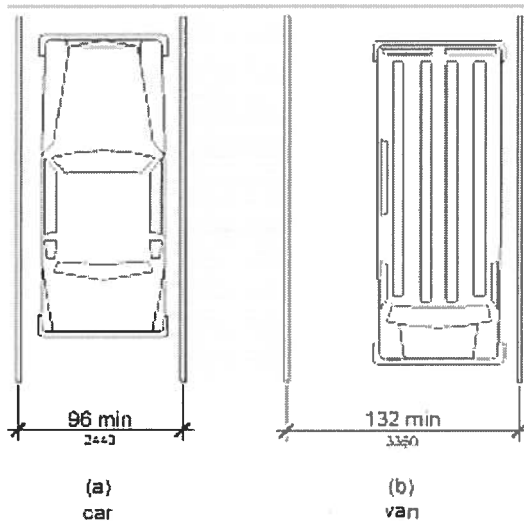
**502.2 Vehicle Spaces.** Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.



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**EXCEPTION:** Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.



**Figure 502.2 Vehicle Parking Spaces**

**502.3 Access Aisle.** Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.

**Advisory 502.3 Access Aisle.** Accessible routes must connect parking spaces to accessible entrances. In parking facilities where the accessible route must cross vehicular traffic lanes, marked crossings enhance pedestrian safety, particularly for people using wheelchairs and other mobility aids. Where possible, it is preferable that the accessible route not pass behind parked vehicles.

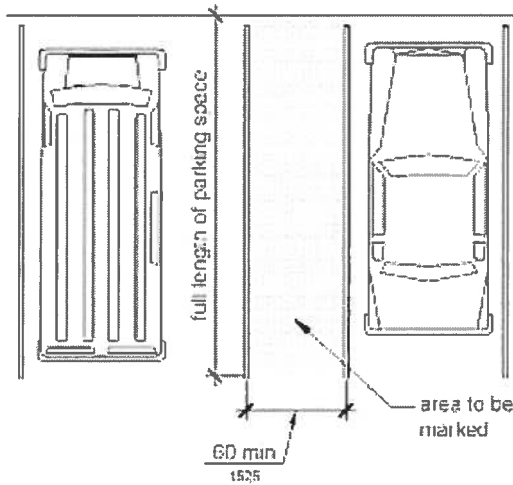


Figure 502.3 Parking Space Access Aisle

**502.3.1 Width.** Access aisles serving car and van parking spaces shall be 60 inches (1525 mm) wide minimum.

**502.3.2 Length.** Access aisles shall extend the full length of the parking spaces they serve.

**502.3.3 Marking.** Access aisles shall be marked so as to discourage parking in them.

**Advisory 502.3.3 Marking.** The method and color of marking are not specified by these requirements but may be addressed by State or local laws or regulations. Because these requirements permit the van access aisle to be as wide as a parking space, it is important that the aisle be clearly marked.

**502.3.4 Location.** Access aisles shall not overlap the vehicular way. Access aisles shall be permitted to be placed on either side of the parking space except for angled van parking spaces which shall have access aisles located on the passenger side of the parking spaces.

**Advisory 502.3.4 Location.** Wheelchair lifts typically are installed on the passenger side of vans. Many drivers, especially those who operate vans, find it more difficult to back into parking spaces than to back out into comparatively unrestricted vehicular lanes. For this reason, where a van and car share an access aisle, consider locating the van space so that the access aisle is on the passenger side of the van space.

**502.4 Floor or Ground Surfaces.** Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.

**EXCEPTION:** Slopes not steeper than 1:48 shall be permitted.



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**Advisory 502.4 Floor or Ground Surfaces.** Access aisles are required to be nearly level in all directions to provide a surface for wheelchair transfer to and from vehicles. The exception allows sufficient slope for drainage. Built-up curb ramps are not permitted to project into access aisles and parking spaces because they would create slopes greater than 1:48.

**502.5 Vertical Clearance.** Parking spaces for vans and access aisles and vehicular routes serving them shall provide a vertical clearance of 98 inches (2490 mm) minimum.

**Advisory 502.5 Vertical Clearance.** Signs provided at entrances to parking facilities informing drivers of clearances and the location of van accessible parking spaces can provide useful customer assistance.

**502.6 Identification.** Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

**Advisory 502.6 Identification.** The required "van accessible" designation is intended to be informative, not restrictive, in identifying those spaces that are better suited for van use. Enforcement of motor vehicle laws, including parking privileges, is a local matter.

**502.7 Relationship to Accessible Routes.** Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

**Advisory 502.7 Relationship to Accessible Routes.** Wheel stops are an effective way to prevent vehicle overhangs from reducing the clear width of accessible routes.



**X UNACCEPTABLE**

- 3. The ramp located in front of the entrance had a 26.4% running slope.**



- 4. The curb ramp located outside of the fitness center had a 13.4% running slope.**



- 5. The curb ramp located outside of the fitness center had side flares with a 54.6% slope.**





1994 TAS Requires:

4.7 Curb Ramps.

4.7.2 Slope. Slopes of curb ramps shall comply with 4.8.2. The slope shall be measured as shown in Fig. 11. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.

4.8 Ramps.

4.8.2\* Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm) (see Fig. 16). If it is technically infeasible because of space limitations for curb ramps and ramps to be constructed on existing sites or in existing buildings with a slope of 1:12 or less, ramps may have slopes and rises as allowed in 4.1.6(3)(a).

2012 TAS Requires:

406 Curb Ramps

406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Advisory 405.2 Slope. To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.

406 Curb Ramps

406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

406.2 Counter Slope. Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.



Figure 406.2 Counter Slope of Surfaces Adjacent to Curb Ramps



406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.

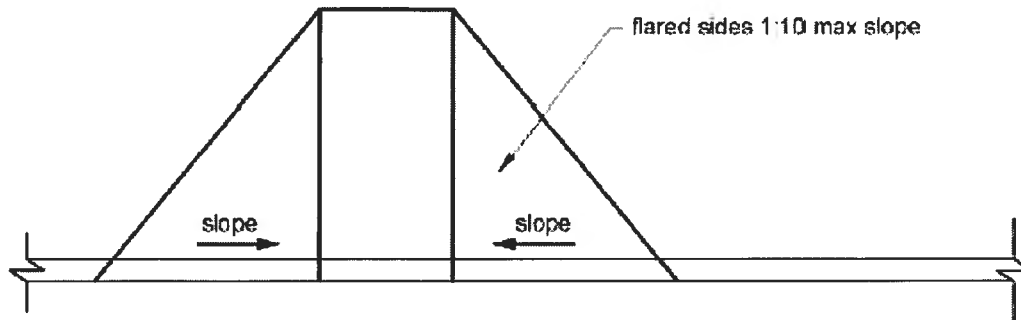
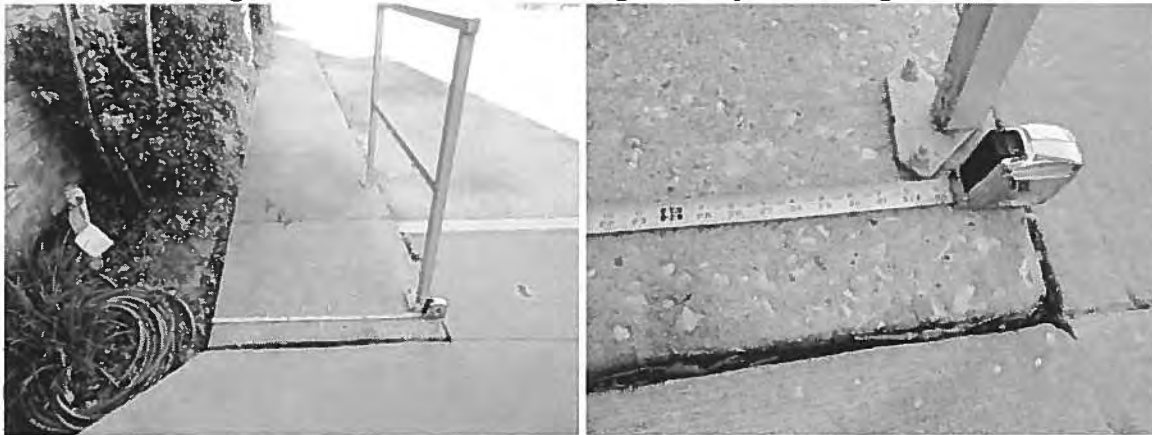


Figure 406.3 Sides of Curb Ramps

**X UNACCEPTABLE**

6. The sidewalk located in front of the entry does not provide an accessible width walking surface. The handrail is 48" long and only provides a 32" wide accessible route/ walking surface – edge of walk to the inside edge of to post/railing.



TAS Requires:

**403 Walking Surfaces**

403.1 General. Walking surfaces that are a part of an accessible route shall comply with 403.

403.2 Floor or Ground Surface. Floor or ground surfaces shall comply with 302.

403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.

403.4 Changes in Level. Changes in level shall comply with 303.

403.5 Clearances. Walking surfaces shall provide clearances complying with 403.5.



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**EXCEPTION:** Within employee work areas, clearances on common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed.

**403.5.1 Clear Width.** Except as provided in 403.5.2 and 403.5.3, the clear width of walking surfaces shall be 36 inches (915 mm) minimum.

**EXCEPTION:** The clear width shall be permitted to be reduced to 32 inches (815 mm) minimum for a length of 24 inches (610 mm) maximum provided that reduced width segments are separated by segments that are 48 inches (1220 mm) long minimum and 36 inches (915 mm) wide minimum.

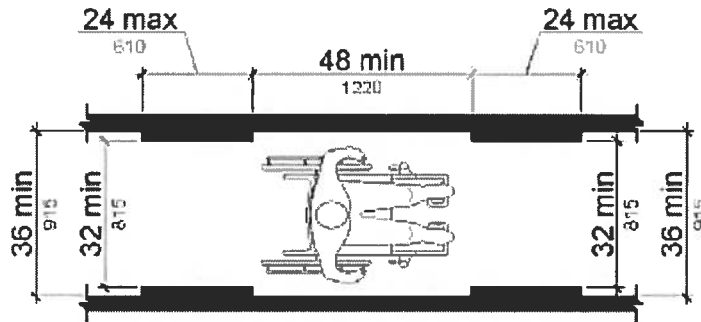


Figure 403.5.1 Clear Width of an Accessible Route

**X UNACCEPTABLE**

**7. The door connecting the entry and waiting room does not provide any door maneuvering clearance on the pull side of the door for front approach.**





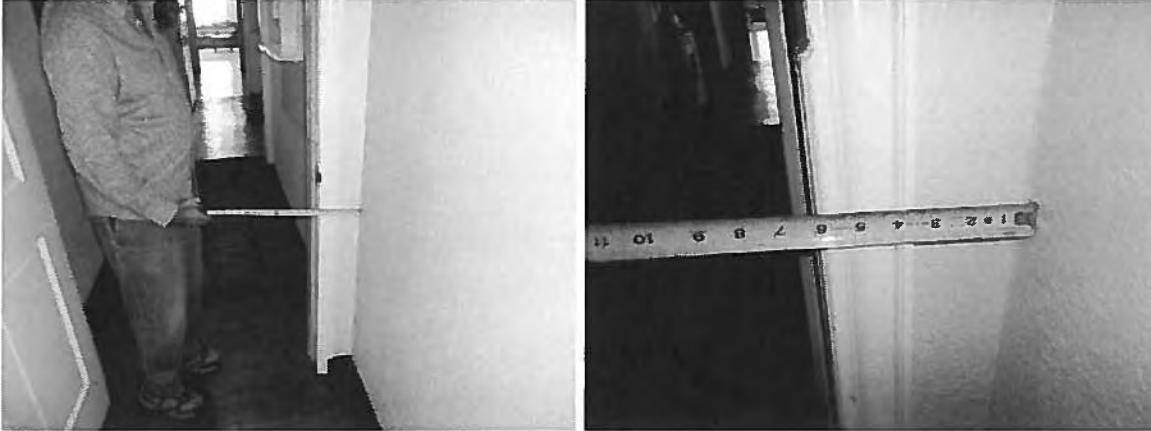


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- 8. The door connecting corridor #1 and corridor #2 provides only 6" from the side wall to the strike side of the door for front approach on the pull side.**



- 9. The exterior door located in corridor #4 provides only 10" from the side wall to the strike side of the door for front approach on the pull side.**



- 10. The door located in corridor #4 provides only 5-1/2" from the side wall to the strike side of the door for front approach on the pull side.**





**11. The door located at shower #1 provided only 2-1/2" from the side wall to the strike side of the door for front approach on the pull side.**



**12. The entry door does not provide the 60" minimum door maneuvering area for front approach on the pull side.**

**Only 46" door maneuvering clearance is provided on the strike side of the door,**





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**13. The exterior fitness center door provided only 4" door maneuvering from the strike side of the door to the side of the brick.**



**14. The exterior vehicle bay door provided only 4" door maneuvering from the strike side of the door to the side of the brick.**



**1994 TAS Requires:**

**4.13 Doors.**

**4.13.6 Maneuvering Clearances at Doors.** Minimum maneuvering clearances at doors that are not automatic or power-assisted shall be as shown in Fig. 25. The floor or ground area within the required clearances shall be level and clear.

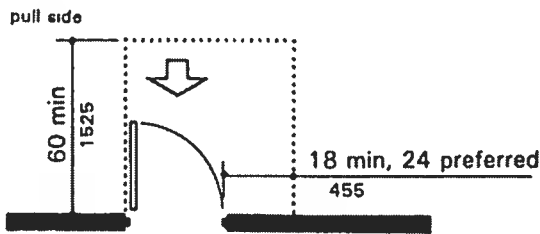
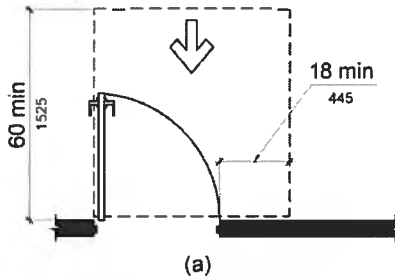


Fig.25 (a) Front Approaches Swinging Doors

2012 TAS Requires:

**404 Doors, Doorways, and Gates**

**404.2.4 Maneuvering Clearances.** Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.

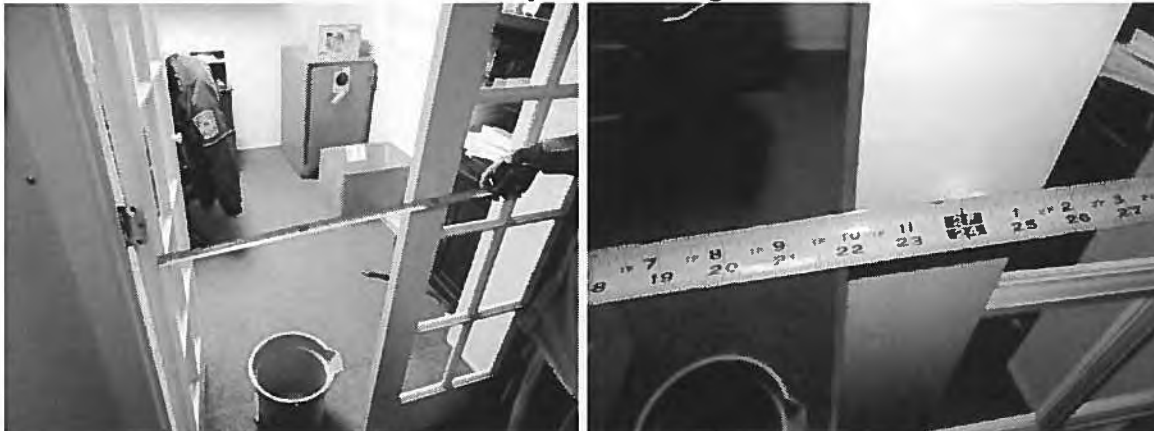


(a)  
front approach, pull side

Figure 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

**X UNACCEPTABLE**

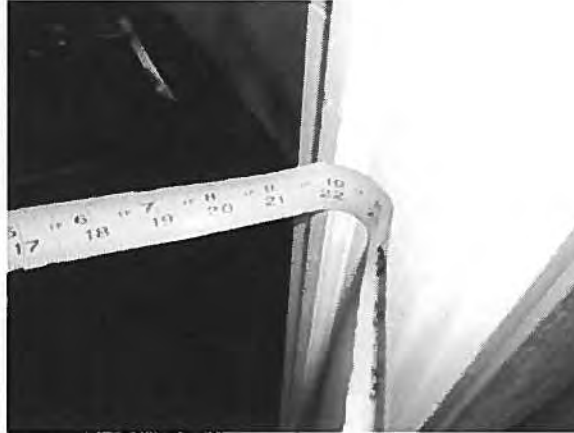
**15. The double doors located in office #5 are a pair of 22" doors and only provide a 22" wide clear width when one of the doors open at 90 degrees.**





**16. The following doors provided only a 22" wide clear width with the door opened at 90 degrees.**

**Door connecting the fitness room and corridor #3**



**Shower #2**



**Shower #1**





**Vehicle Restroom**



**17. Bedrooms #1, #2, #3, and #4 doors provided only a 30" wide clear width with the doors open 90 degrees.**

**Note: Only one bedroom is required to comply with the 2012 TAS  
See TM 2012-02 Attached.**



**18. Office #1 door provided only a 28-1/2" wide clear width with the door open 90 degrees.**





- 19. Both closet doors located adjacent form the police storage room provided only a 29" wide clear width with the door open at 90 degrees.
- 20. The vehicle storage door provided only a 29-1/2" wide clear width with the door open 90 degrees.

TAS Requires:

### 404 Doors, Doorways, and Gates

404.1 General. Doors, doorways, and gates that are part of an accessible route shall comply with 404.

404.2.2 Double-Leaf Doors and Gates. At least one of the active leaves of doorways with two leaves shall comply with 404.2.3 and 404.2.4.

404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).

**EXCEPTIONS:**

- 1. In alterations, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.
- 2. Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

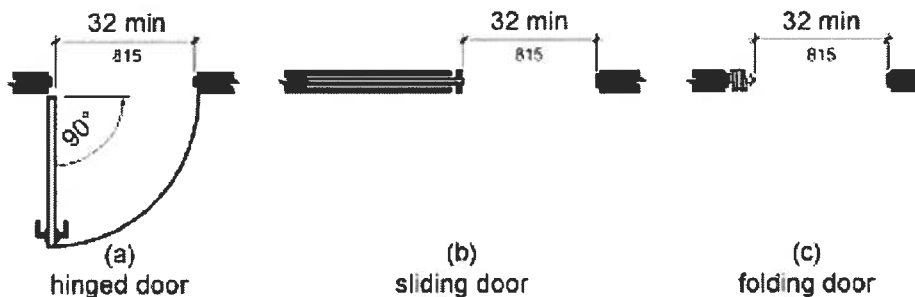


Figure 404.2.3 Clear Width of Doorways



**X UNACCEPTABLE**

**21. The fitness center interior door had a threshold/ vertical edge level change of  $\frac{3}{4}$ ".**



**22. The door connecting the vehicle bay and corridor #4 had a threshold of 1-1/4" from the top of the threshold to the finished floor.**



**23. The double doors in Office #5 has a vertical edge threshold hold measured 2" from the top of the threshold to the finished floor.**







**24. Shower #1 had a 3/4" high threshold that was not properly beveled.**



**25. The door connecting the kitchen to corridor #4 had a 3/4" high vertical edge at the threshold of the door.**



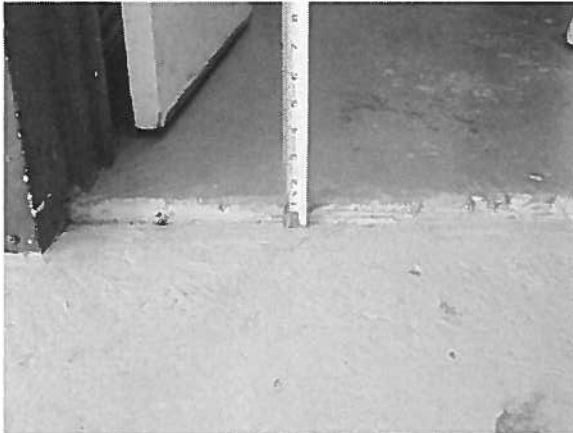
**26. The closet door adjacent to police storage had a 1-1/2" high vertical edge at the threshold of the door.**

**27. The door located in corridor #4 adjacent to the kitchen door had a 1" high vertical edge at the threshold of the door.**

**28. The vehicle storage door had a 1-1/2" high vertical edge at the threshold of the door.**



**29. The vehicle restroom door had a 3/4" high vertical edge at the threshold of the door.**



**1994 TAS Requires:**

**4.13 Doors.**

**4.13.8\* Thresholds at Doorways.** Thresholds at doorways shall not exceed 3/4 in (19 mm) in height for exterior sliding doors or 1/2 in (13 mm) for other types of doors. Raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2 (see 4.5.2).

**2012 TAS Requires:**

**404 Doors, Doorways, and Gates**

**404.2.5 Thresholds.** Thresholds, if provided at doorways, shall be 1/2 inch (13 mm) high maximum. Raised thresholds and changes in level at doorways shall comply with 302 and 303.

**EXCEPTION:** Existing or altered thresholds 3/4 inch (19 mm) high maximum that have a beveled edge on each side with a slope not steeper than 1:2 shall not be required to comply with 404.2.5.



**X UNACCEPTABLE**

**30. There is 6" level change located in corridor #2 located on an accessible route.**



TAS Requires:

**303 Changes in Levels:**

**303.1 General.** Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

**EXCEPTIONS:**

- 1. Animal containment areas shall not be required to comply with 303.
- 2. Areas of sport activity shall not be required to comply with 303.

**303.2 Vertical.** Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.



**Figure 303.2 Vertical Change in Level**

**303.3 Beveled.** Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

**Advisory 303.3 Beveled.** A change in level of 1/2 inch (13 mm) is permitted to be 1/4 inch (6.4 mm) vertical plus 1/4 inch (6.4 mm) beveled. However, in no case may the combined change in level exceed 1/2 inch (13 mm). Changes in level exceeding 1/2 inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

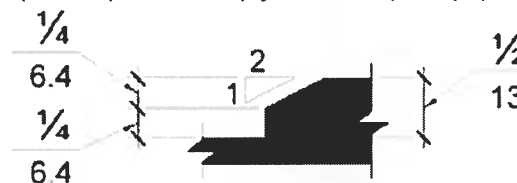




Figure 303.3 Beveled Change in Level

**303.4 Ramps.** Changes in level greater than 1/2 inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

**X UNACCEPTABLE**

**31. The door connecting the entry to the waiting room had a 6.9% running slope in the door maneuvering area.**



TAS Requires:

**402 Accessible Routes**

**402.1 General.** Accessible routes shall comply with 402.

**402.2 Components.** Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with the applicable requirements of Chapter 4.

**Advisory 402.2 Components.** Walking surfaces must have running slopes not steeper than 1:20, see 403.3. Other components of accessible routes, such as ramps (405) and curb ramps (406), are permitted to be more steeply sloped.

**404 Doors, Doorways, and Gates**

**404.1 General.** Doors, doorways, and gates that are part of an accessible route shall comply with 404.

**EXCEPTION:** Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with 404.2.7, 404.2.8, 404.2.9, 404.3.2 and 404.3.4 through 404.3.7.

**404.2.4.4 Floor or Ground Surface.** Floor or ground surface within required maneuvering clearances shall comply with 302. Changes in level are not permitted.

**EXCEPTIONS:**

1. Slopes not steeper than 1:48 shall be permitted.
2. Changes in level at thresholds complying with 404.2.5 shall be permitted.



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**404.2.5 Thresholds.** Thresholds, if provided at doorways, shall be 1/2 inch (13 mm) high maximum. Raised thresholds and changes in level at doorways shall comply with 302 and 303.

**EXCEPTION:** Existing or altered thresholds 3/4 inch (19 mm) high maximum that have a beveled edge on each side with a slope not steeper than 1:2 shall not be required to comply with 404.2.5.

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**X UNACCEPTABLE**

**32. Multiple doors located throughout the facility had non-compliant knob type hardware.**

**1994 TAS Requires:**

**4.13 Doors.**

**4.13.9\* Door Hardware.** Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. When sliding doors are fully open, operating hardware shall be exposed and usable from both sides. Hardware required for accessible door passage shall be mounted no higher than 48 in (1220 mm) above finished floor.

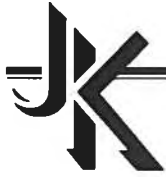
**2012 TAS Requires:**

**404 Doors, Doorways, and Gates**

**404.2.7 Door and Gate Hardware.** Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 309.4. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.

**309 Operable Parts**

**309.4 Operation.** Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.



**X UNACCEPTABLE**

**33. Shower #1, Shower #2, and Vehicle RR – bathrooms were not designed to be accessible.  
Bathrooms are allowed to be adaptable in residential dwelling units.  
See exceptions below  
Shower #1**



**Shower #2**



**Vehicle Restroom**





1994 TAS Requires:

4.16 Water Closets.

4.16.1 General.

4.16.4\* Grab Bars. Grab bars for water closets not located in stalls shall comply with 4.26 and Fig. 29. The grab bar behind the water closet shall be 36 in (915 mm) minimum.

4.16.5\* Flush Controls. Flush controls shall be hand operated or automatic and shall comply with 4.27.4. Controls for flush valves shall be mounted on the wide side of toilet areas no more than 44 in (1120 mm) above the floor.

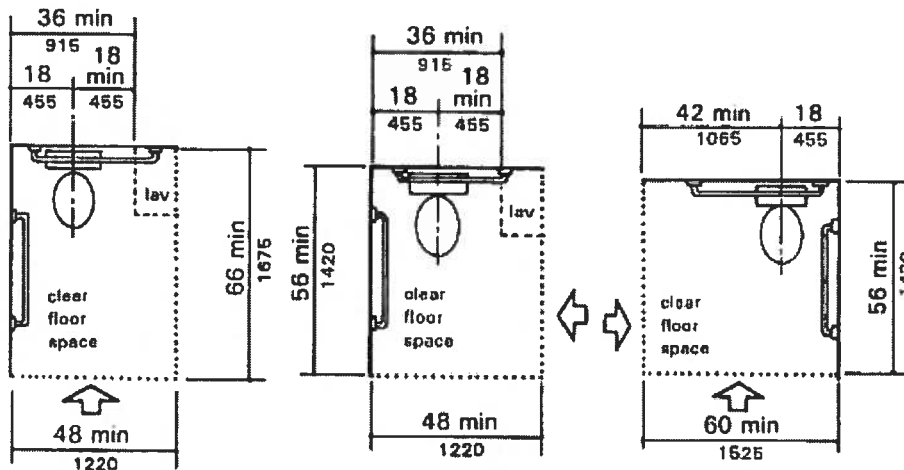


Fig. 28 Clear Floor Space at Water Closets

2012 TAS Requires:

603 Toilet and Bathing Rooms

603.1 General. Toilet and bathing rooms shall comply with 603.

603.2 Clearances. Clearances shall comply with 603.2.

603.2.1 Turning Space. Turning space complying with 304 shall be provided within the room.

603.2.2 Overlap. Required clear floor spaces, clearance at fixtures, and turning space shall be permitted to overlap.

603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors shall be permitted to swing into the required turning space.



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**EXCEPTIONS:**

1. Doors to a toilet room or bathing room for a single occupant accessed only through a private office and not for common use or public use shall be permitted to swing into the clear floor space or clearance provided the swing of the door can be reversed to comply with 603.2.3.

2. Where the toilet room or bathing room is for individual use and a clear floor space complying with 305.3 is provided within the room beyond the arc of the door swing, doors shall be permitted to swing into the clear floor space or clearance required for any fixture.

**Advisory 603.2.3 Door Swing Exception 1.** At the time the door is installed, and if the door swing is reversed in the future, the door must meet all the requirements specified in 404. Additionally, the door swing cannot reduce the required width of an accessible route. Also, avoid violating other building or life safety codes when the door swing is reversed.

**603.3 Mirrors.** Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

**Advisory 603.3 Mirrors.** A single full-length mirror can accommodate a greater number of people, including children. In order for mirrors to be usable by people who are ambulatory and people who use wheelchairs, the top edge of mirrors should be 74 inches (1880 mm) minimum from the floor or ground.

**603.4 Coat Hooks and Shelves.** Coat hooks shall be located within one of the reach ranges specified in 308. Shelves shall be located 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor.

**604 Water Closets and Toilet Compartments**

**604.1 General.** Water closets and toilet compartments shall comply with 604.2 through 604.8.

**EXCEPTION:** Water closets and toilet compartments for children's use shall be permitted to comply with 604.9.

**604.2 Location.** The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in 604.8.2.

Water closets shall be arranged for a left-hand or right-hand approach.





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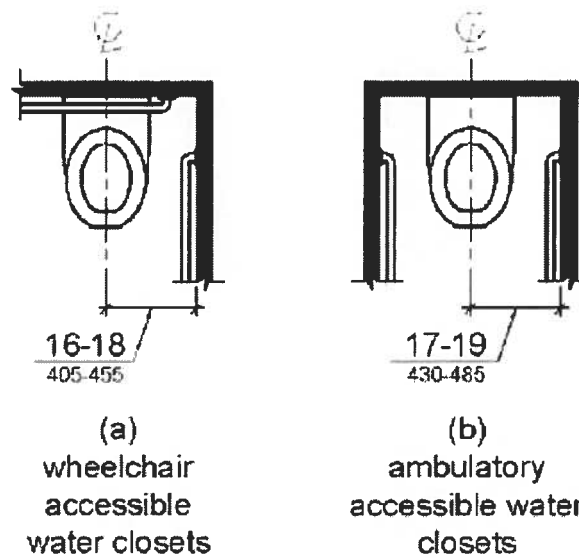


Figure 604.2 Water Closet Location

**604.3 Clearance.** Clearances around water closets and in toilet compartments shall comply with 604.3.

**604.3.1 Size.** Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.

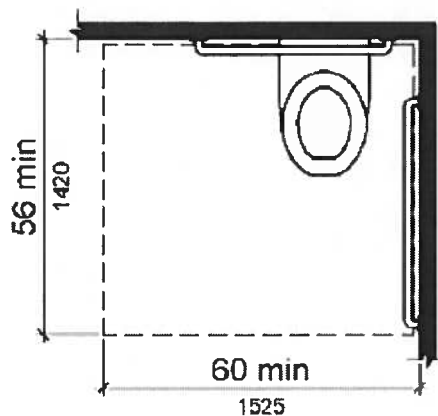


Figure 604.3.1 Size of Clearance at Water Closets

**604.3.2 Overlap.** The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance.

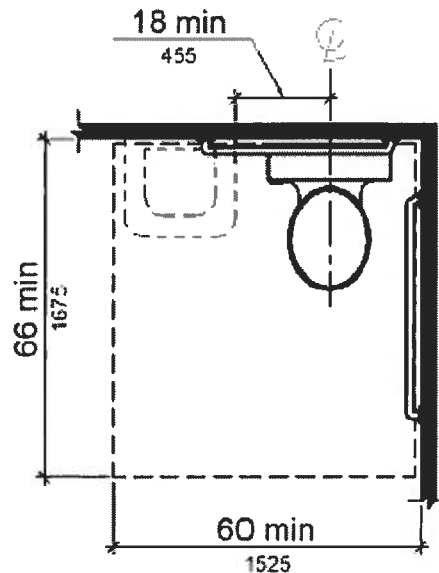


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**EXCEPTION:** In residential dwelling units, a lavatory complying with 606 shall be permitted on the rear wall 18 inches (455 mm) minimum from the water closet centerline where the clearance at the water closet is 66 inches (1675 mm) minimum measured perpendicular from the rear wall.

**Advisory 604.3.2 Overlap.** When the door to the toilet room is placed directly in front of the water closet, the water closet cannot overlap the required maneuvering clearance for the door inside the room.



**Figure 604.3.2 (Exception) Overlap of Water Closet Clearance in Residential Dwelling Units**

**604.4 Seats.** The seat height of a water closet above the finish floor shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position.

**EXCEPTIONS:**

1. A water closet in a toilet room for a single occupant accessed only through a private office and not for common use or public use shall not be required to comply with 604.4.
2. In residential dwelling units, the height of water closets shall be permitted to be 15 inches (380 mm) minimum and 19 inches (485 mm) maximum above the finish floor measured to the top of the seat.

**604.5 Grab Bars.** Grab bars for water closets shall comply with 609. Grab bars shall be provided on the side wall closest to the water closet and on the rear wall.

**EXCEPTIONS:**

1. Grab bars shall not be required to be installed in a toilet room for a single occupant accessed only through a private office and not for common use or public use provided that reinforcement has been installed in walls and located so as to permit the installation of grab bars complying with 604.5.



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2. In residential dwelling units, grab bars shall not be required to be installed in toilet or bathrooms provided that reinforcement has been installed in walls and located so as to permit the installation of grab bars complying with 604.5.

3. In detention or correction facilities, grab bars shall not be required to be installed in housing or holding cells that are specially designed without protrusions for purposes of suicide prevention.

**Advisory 604.5 Grab Bars Exception 2.** Reinforcement must be sufficient to permit the installation of rear and side wall grab bars that fully meet all accessibility requirements including, but not limited to, required length, installation height, and structural strength.

**606 Lavatories and Sinks**

**606.1 General.** Lavatories and sinks shall comply with 606.

**Advisory 606.1 General.** If soap and towel dispensers are provided, they must be located within the reach ranges specified in 308. Locate soap and towel dispensers so that they are conveniently usable by a person at the accessible lavatory.

**606.2 Clear Floor Space.** A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.

**EXCEPTIONS:**

1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.

2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.

3. In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:

(a) the cabinetry can be removed without removal or replacement of the fixture;

(b) the finish floor extends under the cabinetry; and

(c) the walls behind and surrounding the cabinetry are finished.

**609 Grab Bars**

**609.1 General.** Grab bars in toilet facilities and bathing facilities shall comply with 609.

**609.2 Cross Section.** Grab bars shall have a cross section complying with 609.2.1 or 609.2.2.



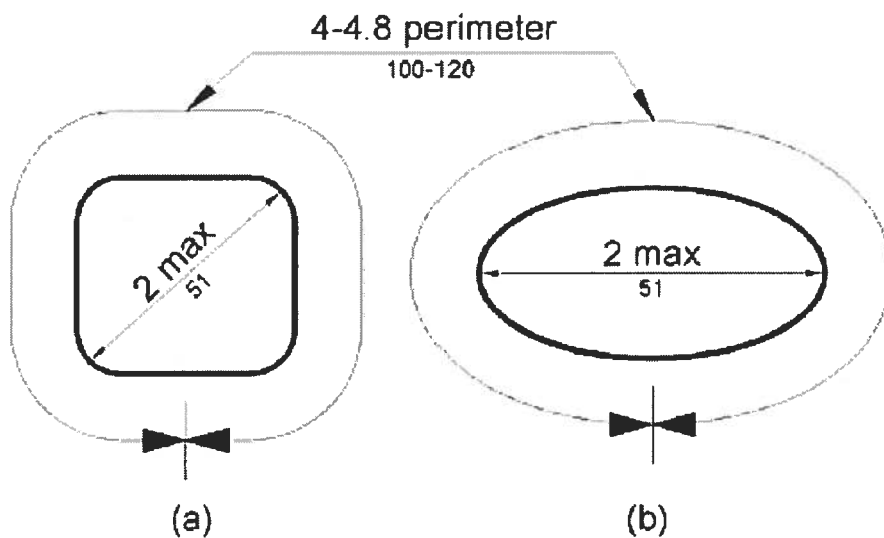
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**609.2.1 Circular Cross Section.** Grab bars with circular cross sections shall have an outside diameter of 1 1/4 inches (32 mm) minimum and 2 inches (51 mm) maximum.

**609.2.2 Non-Circular Cross Section.** Grab bars with non-circular cross sections shall have a cross-section dimension of 2 inches (51 mm) maximum and a perimeter dimension of 4 inches (100 mm) minimum and 4.8 inches (120 mm) maximum.



**Figure 609.2.2 Grab Bar Non-Circular Cross Section**

**609.3 Spacing.** The space between the wall and the grab bar shall be 1 1/2 inches (38 mm). The space between the grab bar and projecting objects below and at the ends shall be 1 1/2 inches (38 mm) minimum. The space between the grab bar and projecting objects above shall be 12 inches (305 mm) minimum.

**EXCEPTION:** The space between the grab bars and shower controls, shower fittings, and other grab bars above shall be permitted to be 1 1/2 inches (38 mm) minimum.

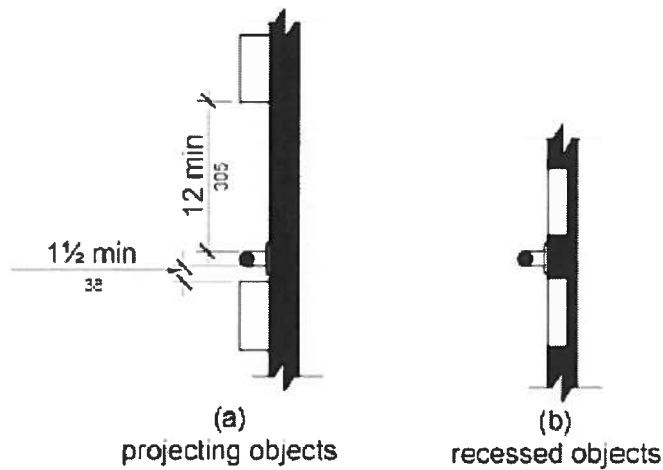


Figure 609.3 Spacing of Grab Bars

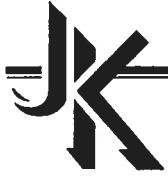
**609.4 Position of Grab Bars.** Grab bars shall be installed in a horizontal position, 33 inches (840 mm) minimum and 36 inches (915 mm) maximum above the finish floor measured to the top of the gripping surface, except that at water closets for children's use complying with 604.9, grab bars shall be installed in a horizontal position 18 inches (455 mm) minimum and 27 inches (685 mm) maximum above the finish floor measured to the top of the gripping surface. The height of the lower grab bar on the back wall of a bathtub shall comply with 607.4.1.1 or 607.4.2.1.

**609.5 Surface Hazards.** Grab bars and any wall or other surfaces adjacent to grab bars shall be free of sharp or abrasive elements and shall have rounded edges.

**609.6 Fittings.** Grab bars shall not rotate within their fittings.

**609.7 Installation.** Grab bars shall be installed in any manner that provides a gripping surface at the specified locations and that does not obstruct the required clear floor space.

**609.8 Structural Strength.** Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds (1112 N) is applied at any point on the grab bar, fastener, mounting device, or supporting structure.



**X UNACCEPTABLE**

**34. Shower #1 and Shower #2 – A shower spray unit with a hose that can be used both as a fixed shower head and as a hand-held shower head was not provided. The fixed shower head measured more than 48” above the finished floor.**



**35. Shower #2 – the shower threshold measured 4” from the top of the threshold to the finished floor.**





**36. Shower #1 – the shower threshold measured 5-1/2” from the top of the threshold to the finished floor.**



**1994 TAS Requires:**

**4.21 Shower Stalls.**

**4.21.6 Shower Unit.** A shower spray unit with a hose at least 60 in (1525 mm) long that can be used both as a fixed shower head and as a hand-held shower shall be provided. *In a 36 in by 36 in (915 mm by 915 mm) shower stall the mounting device for the hand-held shower head shall comply with 4.2.5 Forward Reach. In a 30 in by 60 in minimum (760 mm by 1525 mm) shower stall the mounting device for the hand-held shower head shall comply with either 4.2.5 Forward Reach or 4.2.6 Side Reach, as appropriate for the stall design.*

EXCEPTION: In unmonitored facilities where vandalism is a consideration, a fixed shower head mounted at 48 in (1220 mm) above the shower floor may be used in lieu of a hand-held shower head.

**4.21.7 Curbs.** If provided, curbs in shower stalls 36 in by 36 in (915 mm by 915 mm) shall be no higher than 1/2 in (13 mm). Shower stalls that are 30 in by 60 in (760 mm by 1525 mm) minimum shall not have curbs.

**2012 TAS Requires:**

**608 Shower Compartments**

**608.6 Shower Spray Unit and Water.** A shower spray unit with a hose 59 inches (1500 mm) long minimum that can be used both as a fixed-position shower head and as a hand-held shower shall be provided. The shower spray unit shall have an on/off control with a non-positive shut-off. If an adjustable-height shower head on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars. Shower spray units shall deliver water that is 120°F (49°C) maximum.



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**EXCEPTION:** A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

**Advisory 608.6 Shower Spray Unit and Water.** Ensure that hand-held shower spray units are capable of delivering water pressure substantially equivalent to fixed shower heads.

**608.7 Thresholds.** Thresholds in roll-in type shower compartments shall be 1/2 inch (13 mm) high maximum in accordance with 303. In transfer type shower compartments, thresholds 1/2 inch (13 mm) high maximum shall be beveled, rounded, or vertical.

**EXCEPTION:** A threshold 2 inches (51 mm) high maximum shall be permitted in transfer type shower compartments in existing facilities where provision of a 1/2 inch (13 mm) high threshold would disturb the structural reinforcement of the floor slab.

**X UNACCEPTABLE**

**37. The coat hooks located in corridor #3 measured 69-1/2" from the top of the coat hook to the finished floor.**







**38. The thermostat located in corridor #3 measured 60-1/2" from the top of the operable part to the finished floor.**



**39. Kitchen - The operable parts on the microwave measured 57" from the finished floor.**



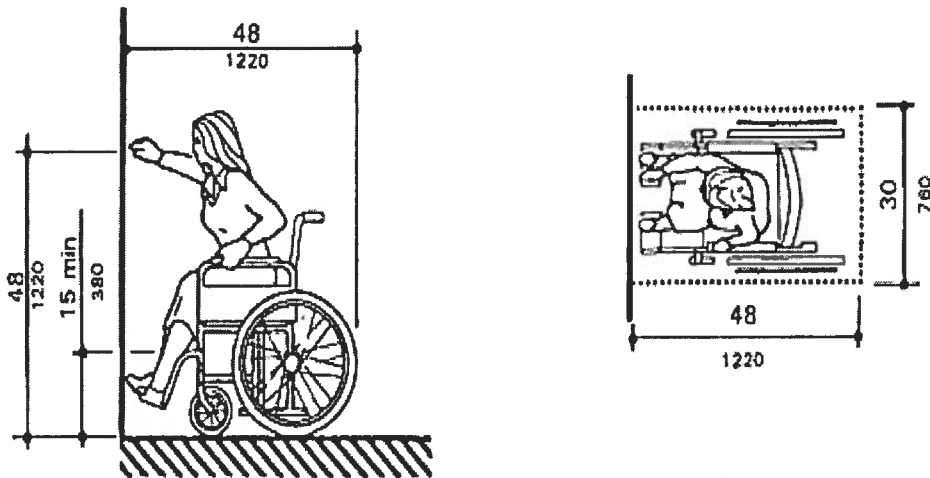
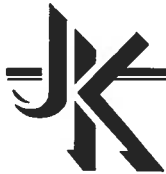
1994 TAS Requires:

**4.27 Controls and Operating Mechanisms.**

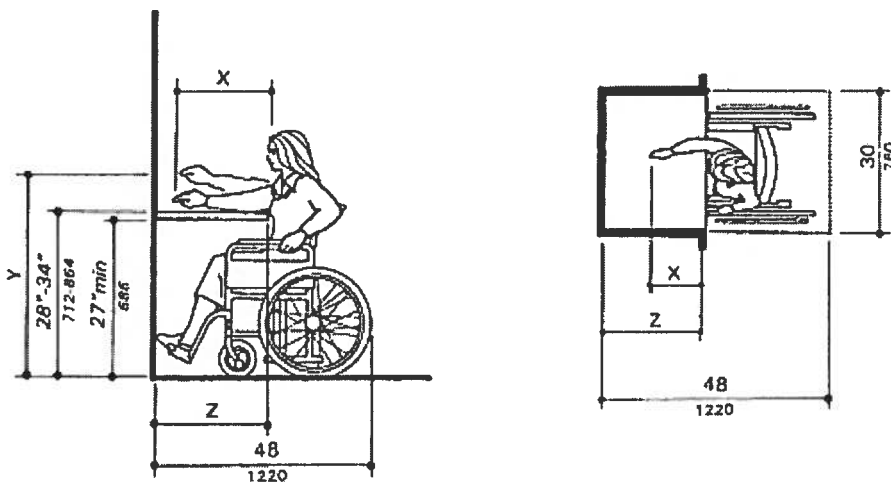
**4.27.3\* Height.** The highest operable part of controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 4.2.5 and 4.2.6. Electrical and communications system receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor.

**4.2 Space Allowances and Reach Ranges.**

**4.2.5\* Forward Reach.** If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (1220 mm) (see Fig. 5(a)). The minimum low forward reach is 15 in (380 mm). If the high forward reach is over an obstruction, reach and clearances shall be as shown in Fig. 5(b). For mounting heights suitable in schools and other facilities used primarily by children see section 2.1.1.



(a) High Forward Reach Limit



NOTE: x shall be  $\leq 25$  in (635 mm); z shall be  $\geq x$ . When x < 20 in (510 mm), then y shall be 48 in (1220 mm) maximum. When x is 20 to 25 in (510 to 635 mm), then y shall be 44 in (1120 mm) maximum.

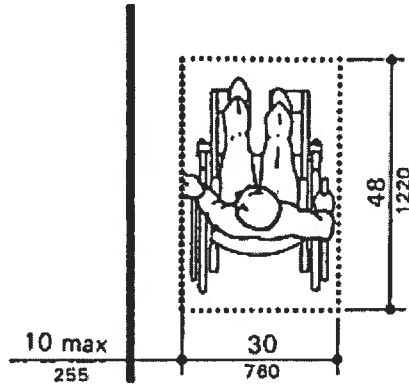
(b) Maximum Forward Reach over an Obstruction

**Fig. 5 Forward Reach**

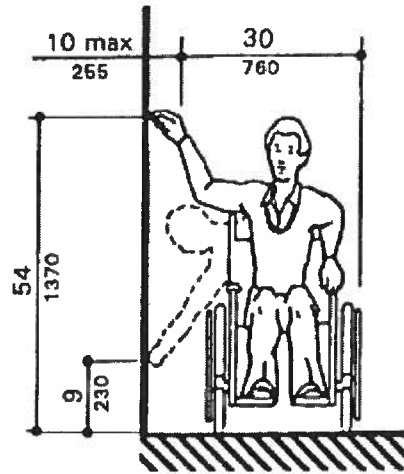
**4.2.6\* Side Reach.** If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 54 in (1370 mm) and the low side reach shall be no less than 9 in (230 mm) above the floor (Fig. 6(a) and 6(b)). If the side reach is over an obstruction, the reach and clearances shall be as shown in Fig. 6(c). For mounting heights suitable in schools and other facilities used primarily by children see section 2.1.1.



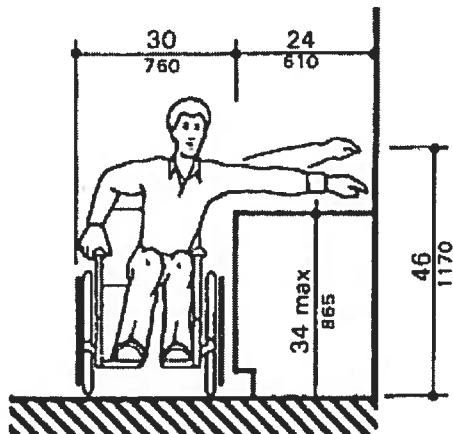
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(a) Clear Floor Space Parallel Approach



(b) High and Low Side Reach Limits



(c) Maximum Side Reach over Obstruction  
Fig. 6 Side Reach

2012 TAS Requires:

### 309 Operable Parts

309.3 Height. Operable parts shall be placed within one or more of the reach ranges specified in 308.

### 308 Reach Ranges

308.1 General. Reach ranges shall comply with 308.

#### 308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

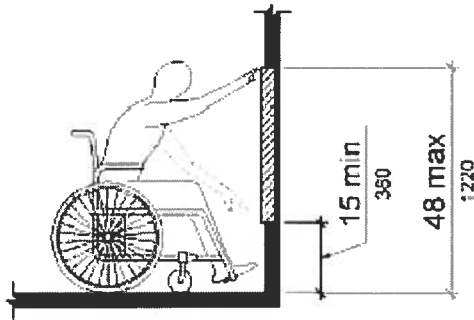


Figure 308.2.1 Unobstructed Forward Reach

**308.2.2 Obstructed High Reach.** Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches (1220 mm) maximum where the reach depth is 20 inches (510 mm) maximum. Where the reach depth exceeds 20 inches (510 mm), the high forward reach shall be 44 inches (1120 mm) maximum and the reach depth shall be 25 inches (635 mm) maximum.

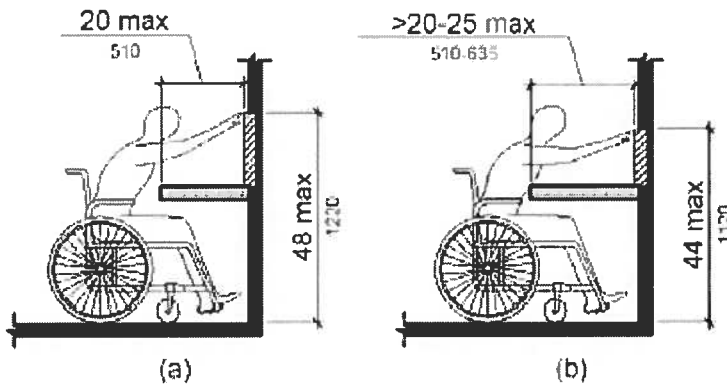


Figure 308.2.2 Obstructed High Forward Reach

**308.3 Side Reach.**

**308.3.1 Unobstructed.** Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

**EXCEPTIONS:**

1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum.

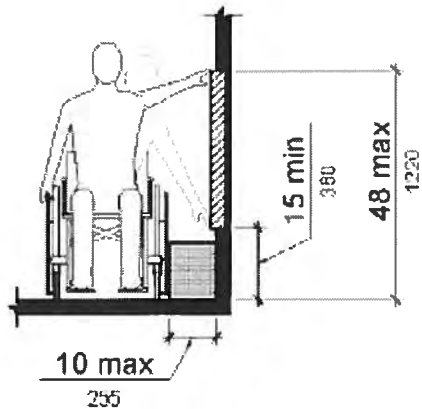


Figure 308.3.1 Unobstructed Side Reach

**308.3.2 Obstructed High Reach.** Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24 inches (610 mm) maximum.

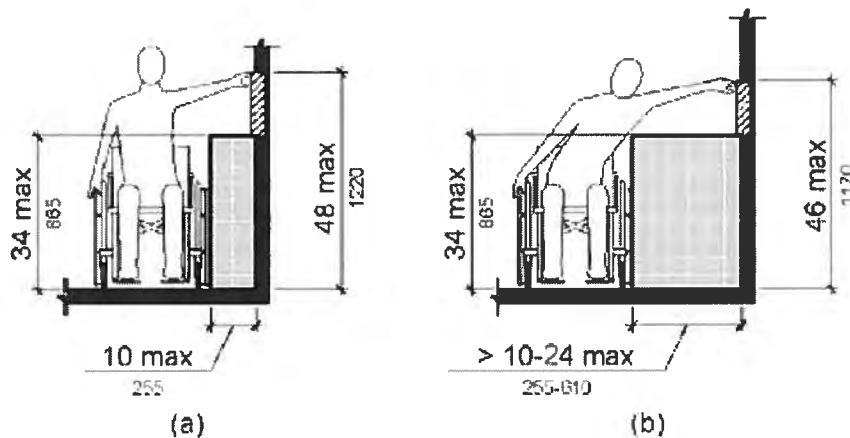


Figure 308.3.2 Obstructed High Side Reach



**X UNACCEPTABLE**

**40. The range/oven located in the kitchen has the controls located above the burners. A user would have to reach over the burners to operate the range/oven.**



TAS Requires:

**804 Kitchens and Kitchenettes**

**804.1 General.** Kitchens and kitchenettes shall comply with 804.

**804.2 Clearance.** Where a pass through kitchen is provided, clearances shall comply with 804.2.1. Where a U-shaped kitchen is provided, clearances shall comply with 804.2.2.

**804.6.4 Range or Cooktop.** Where a forward approach is provided, the clear floor or ground space shall provide knee and toe clearance complying with 306. Where knee and toe space is provided, the underside of the range or cooktop shall be insulated or otherwise configured to prevent burns, abrasions, or electrical shock. The location of controls shall not require reaching across burners.

**X UNACCEPTABLE**

**41. The sink height in the kitchen measured 36-1/2" from the top of the sink rim to the finished floor.**

**The kitchen sink is allowed to be adaptable in residential dwelling units.**



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1994 and 2012 TAS Requires:

### 606 Lavatories and Sinks

**606.1 General.** Lavatories and sinks shall comply with 606.

**Advisory 606.1 General.** If soap and towel dispensers are provided, they must be located within the reach ranges specified in 308. Locate soap and towel dispensers so that they are conveniently usable by a person at the accessible lavatory.

**606.2 Clear Floor Space.** A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.

#### EXCEPTIONS:

1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
3. In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:

- (a) the cabinetry can be removed without removal or replacement of the fixture;
- (b) the finish floor extends under the cabinetry; and
- (c) the walls behind and surrounding the cabinetry are finished.

4. A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
5. A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
6. The dip of the overflow shall not be considered in determining knee and toe clearances.
7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.



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**606.3 Height.** Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches (865 mm) maximum above the finish floor or ground.

**EXCEPTIONS:**

1. A lavatory in a toilet or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to comply with 606.3.
2. In residential dwelling unit kitchens, sinks that are adjustable to variable heights, 29 inches (735 mm) minimum and 36 inches (915 mm) maximum, shall be permitted where rough-in plumbing permits connections of supply and drain pipes for sinks mounted at the height of 29 inches (735 mm).

**606.4 Faucets.** Controls for faucets shall comply with 309. Hand-operated metering faucets shall remain open for 10 seconds minimum.

**606.5 Exposed Pipes and Surfaces.** Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks

**804 Kitchens and Kitchenettes**

**804.3 Kitchen Work Surface.** In residential dwelling units required to comply with 809, at least one 30 inches (760 mm) wide minimum section of counter shall provide a kitchen work surface that complies with 804.3.

**804.3.1 Clear Floor or Ground Space.** A clear floor space complying with 305 positioned for a forward approach shall be provided. The clear floor or ground space shall be centered on the kitchen work surface and shall provide knee and toe clearance complying with 306.

**EXCEPTION:** Cabinetry shall be permitted under the kitchen work surface provided that all of the following conditions are met:

- (a) the cabinetry can be removed without removal or replacement of the kitchen work surface;
- (b) the finish floor extends under the cabinetry; and
- (c) the walls behind and surrounding the cabinetry are finished.

**804.3.2 Height.** The kitchen work surface shall be 34 inches (865 mm) maximum above the finish floor or ground.

**EXCEPTION:** A counter that is adjustable to provide a kitchen work surface at variable heights, 29 inches (735 mm) minimum and 36 inches (915 mm) maximum shall be permitted.

**804.3.3 Exposed Surfaces.** There shall be no sharp or abrasive surfaces under the work surface counters.

**804.4 Sinks.** Sinks shall comply with 606.





**X UNACCEPTABLE**

**42. The washer located in the kitchen did not provide a clear floor space complying with 305. The distance from the front of the washer to the adjacent counter-top measured 21" wide.**



**1994 and 2012 TAS Requires:  
611 Washing Machines and Clothes Dryers**

**611.1 General.** Washing machines and clothes dryers shall comply with 611.

**611.2 Clear Floor Space.** A clear floor or ground space complying with 305 positioned for parallel approach shall be provided. The clear floor or ground space shall be centered on the appliance.

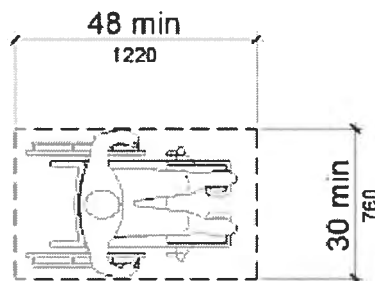
**305 Clear Floor or Ground Space**

**305.1 General.** Clear floor or ground space shall comply with 305.

**305.2 Floor or Ground Surfaces.** Floor or ground surfaces of a clear floor or ground space shall comply with 302. Changes in level are not permitted.

**EXCEPTION:** Slopes not steeper than 1:48 shall be permitted.

**305.3 Size.** The clear floor or ground space shall be 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.



**Figure 305.3 Clear Floor or Ground Space**



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**305.4 Knee and Toe Clearance.** Unless otherwise specified, clear floor or ground space shall be permitted to include knee and toe clearance complying with 306.

**305.5 Position.** Unless otherwise specified, clear floor or ground space shall be positioned for either forward or parallel approach to an element.

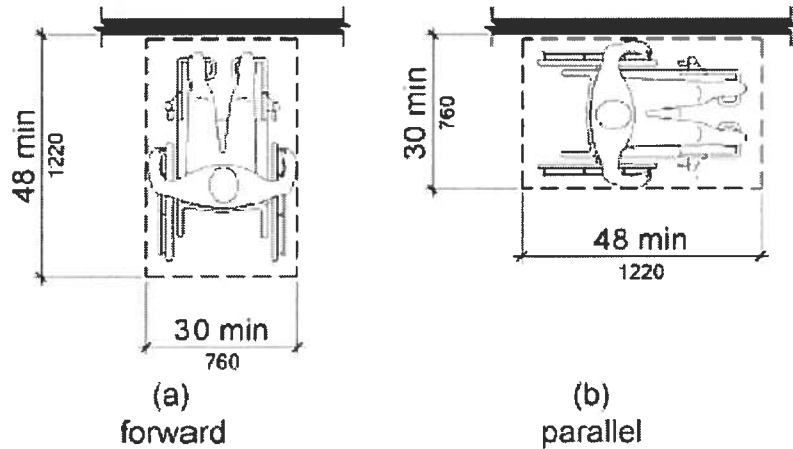


Figure 305.5 Position of Clear Floor or Ground Space

**305.6 Approach.** One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.

**305.7 Maneuvering Clearance.** Where a clear floor or ground space is located in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearance shall be provided in accordance with 305.7.1 and 305.7.2.

**305.7.1 Forward Approach.** Alcoves shall be 36 inches (915 mm) wide minimum where the depth exceeds 24 inches (610 mm).

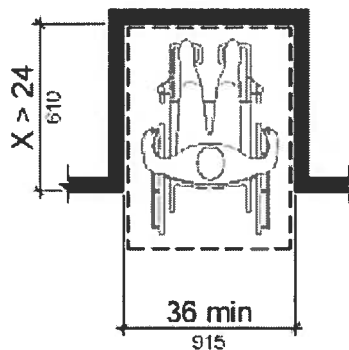


Figure 305.7.1 Maneuvering Clearance in an Alcove, Forward Approach

**305.7.2 Parallel Approach.** Alcoves shall be 60 inches (1525 mm) wide minimum where the depth exceeds 15 inches (380 mm).

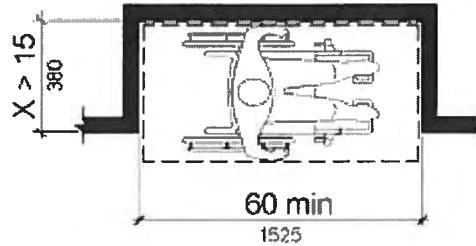


Figure 305.7.2 Maneuvering Clearance in an Alcove, Parallel Approach

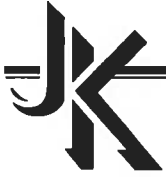
**X UNACCEPTABLE**

**43. The Television located in the recreation room protrudes 5-1/2" from the wall at a height above 27".**



**44. The microwave located in the kitchen protrudes 15" from the wall at a height above 27".**



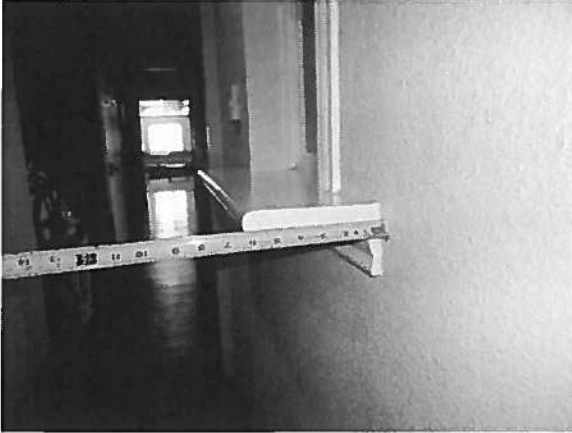


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45. The reception shelf/counter located in corridor #2 protrudes 6-1/4" from the wall at a height above 27".



1994 TAS Requires:

4.4 Protruding Objects.

4.4.1\* General. Objects projecting from walls (for example, telephones) with their leading edges between 27 in and 80 in (685 mm and 2030 mm) above the finished floor shall protrude no more than 4 in (100 mm) into walks, halls, corridors, passageways, or aisles (see Fig. 8(a)). Objects mounted with their leading edges at or below 27 in (685 mm) above the finished floor may protrude any amount (see Fig. 8(a) and 8(b)). Free-standing objects mounted on posts or pylons may overhang 12 in (305 mm) maximum from 27 in to 80 in (685 mm to 2030 mm) above the ground or finished floor (see Fig. 8(c) and 8(d)). Protruding objects shall not reduce the clear width of an accessible route or maneuvering space (see Fig. 8(e)).

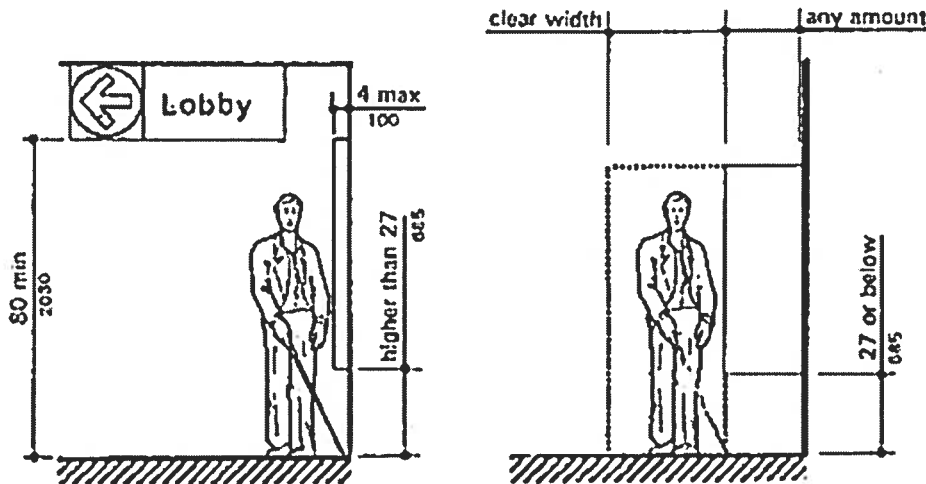


Fig 8(a) Walking Perpendicular to a Wall

2012 TAS Requires:



### 307 Protruding Objects

307.1 General. Protruding objects shall comply with 307.

307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

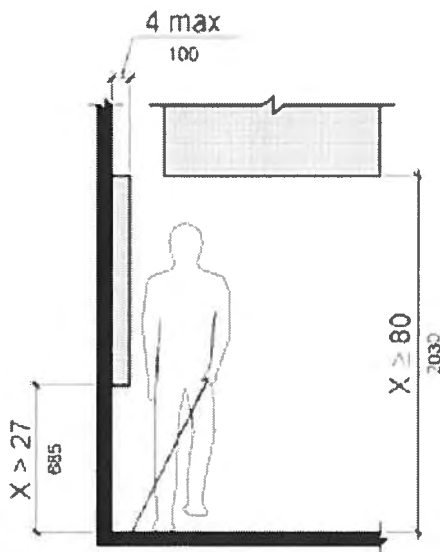


Figure 307.2 Limits of Protruding Objects

46. The transaction/ service counter located in corridor #2 measured 49-1/2 from the top of the counter to the finished floor.



1994 TAS Requires:



**Fairview Fire Station #1 - Fairview, TX**

**ADA Accessibility Compliance Evaluation**

December 7, 2015

**7.2 Sales and Service Counters, Teller Windows, Information Counters.**

(2) At ticketing counters, teller stations in a bank or *other financial institution, nurse stations in hospitals or other medical facilities, reception and information counters*, registration counters in hotels and motels, box office ticket counters, and other counters that may not have a cash register but at which goods or services are sold or distributed *or information exchanged*, either:

(i) a portion of the main counter which is a minimum of 36 in (915 mm) in length shall be provided with a maximum height of 36 in (915 mm); or

(ii) (Reserved); or

(iii) equivalent facilitation shall be provided (e.g., at a hotel registration counter, equivalent facilitation might consist of: (1) provision of a folding shelf attached to the main counter on which an individual with disabilities can write, and (2) use of the space on the side of the counter or at the concierge desk, for handing materials back and forth *if such use does not block access*).

All accessible sales and service counters shall be on an accessible route complying with 4.3.

**2012 TAS Requires:**

**227 Sales and Service**

**227.3 Counters.** Where provided, at least one of each type of sales counter and service counter shall comply with 904.4. Where counters are dispersed throughout the building or facility, counters complying with 904.4 also shall be dispersed.

**Advisory 227.3 Counters.** Types of counters that provide different services in the same facility include, but are not limited to, order, pick-up, express, and returns. One continuous counter can be used to provide different types of service. For example, order and pick-up are different services. It would not be acceptable to provide access only to the part of the counter where orders are taken when orders are picked-up at a different location on the same counter. Both the order and pick-up section of the counter must be accessible.

**904 Check-Out Aisles and Sales and Service Counters**

**904.4 Sales and Service Counters.** Sales counters and service counters shall comply with 904.4.1 or 904.4.2. The accessible portion of the counter top shall extend the same depth as the sales or service counter top.

**EXCEPTION:** In alterations, when the provision of a counter complying with 904.4 would result in a reduction of the number of existing counters at work stations or a reduction of the number of existing mail boxes, the counter shall be permitted to have a portion which is 24 inches (610 mm) long minimum complying with 904.4.1 provided that the required clear floor or ground space is centered on the accessible length of the counter.

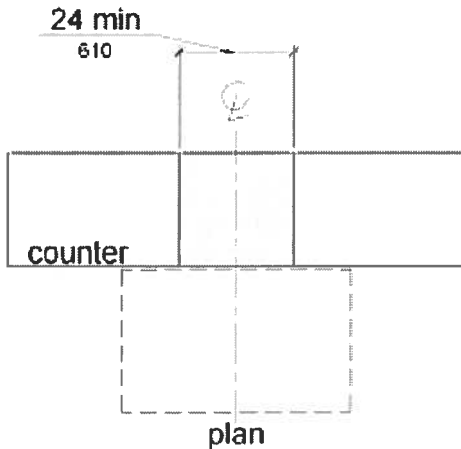


Figure 904.4 (Exception) Alteration of Sales and Service Counters

**904.4.1 Parallel Approach.** A portion of the counter surface that is 36 inches (915 mm) long minimum and 36 inches (915 mm) high maximum above the finish floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36 inch (915 mm) minimum length of counter.

**EXCEPTION:** Where the provided counter surface is less than 36 inches (915 mm) long, the entire counter surface shall be 36 inches (915 mm) high maximum above the finish floor.

**904.4.2 Forward Approach.** A portion of the counter surface that is 30 inches (760 mm) long minimum and 36 inches (915 mm) high maximum shall be provided. Knee and toe space complying with 306 shall be provided under the counter. A clear floor or ground space complying with 305 shall be positioned for a forward approach to the counter.

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## END OF EXTERIOR AND INTERIOR VIOLATIONS.

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**Note: Building code not reviewed.**

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**Crew quarters are considered residential dwelling units including:  
Living room, kitchen, bathroom(s), and bedrooms**

**See Attached – TM 2012-22, TAS 233, and TAS 809**

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## End of Report



**Fairview Fire Station #1 - Fairview, TX**  
ADA Accessibility Compliance Evaluation  
December 7, 2015

Should you have any questions, please feel free to call.

Respectfully submitted:  
**Johnson - Kelley Associates, Inc.**

A handwritten signature in blue ink that reads "Steve Johnson". The signature is written in a cursive style and is positioned above a horizontal line.

December 7, 2015  
date

Inspector – Steve Johnson

**CAVEAT:**

THE REVIEW OF THIS PROJECT IS BASED ON A BEST EFFORTS ENDEAVOR. THE REVIEW IN NO WAY WARRANTS COMPLETE COMPLIANCE TO LOCAL BUILDING CODES, THE TEXAS ACCESSIBILITY STANDARDS, THE AMERICANS WITH DISABILITIES ACT, ANSI AND THE FAIR HOUSING GUIDELINES. THE BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, ENGINEERS, AND CLIENT FOR WHOM THIS REVIEW IS MADE AGREE TO HOLD HARMLESS AND INDEMNIFY THE FIRM AND EMPLOYEES OF JOHNSON KELLEY ASSOC., INC. FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK.





## **233 Residential Facilities**

**233.1 General.** *Group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units that are subject to these standards shall comply with the provisions applicable to residential facilities, including, but not limited to, the provisions in sections 233 and 809.*

### ***EXCEPTIONS:***

- 1. In sleeping rooms with more than 25 beds covered by this part, a minimum of 5% of the beds shall have clear floor space complying with section 806.2.3.*
- 2. Facilities with more than 50 beds covered by this part that provide common use bathing facilities shall provide at least one roll-in shower with a seat that complies with the relevant provisions of section 608. Transfer-type showers are not permitted in lieu of a roll-in shower with a seat, and the exceptions in sections 608.3 and 608.4 for residential dwelling units are not permitted. When separate shower facilities are provided for men and for women, at least one roll-in shower shall be provided for each group.*

**Advisory 233.1 General.** Section 233 outlines the requirements for residential facilities subject to Texas Government Code, Chapter 469. The facilities covered by Section 233, as well as other facilities not covered by this section, may still be subject to Federal laws such as the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended. For example, the Fair Housing Act requires that certain residential structures having four or more multi-family dwelling units, regardless of whether they are privately owned or federally assisted, include certain features of accessible and adaptable design according to guidelines established by the U.S. Department of Housing and Urban Development (HUD). These laws and the appropriate regulations should be consulted before proceeding with the design and construction of residential facilities.

Section 233 is not a stand-alone section; this section only addresses the minimum number of residential dwelling units within a facility required to comply with Chapter 8. However, residential facilities must also comply with the requirements of this document. For example: Section 206.5.4 requires all doors and doorways providing user passage in residential dwelling

units providing mobility features to comply with Section 404; Section 206.7.6 permits platform lifts to be used to connect levels within residential dwelling units providing mobility features; Section 208 provides general scoping for accessible parking and Section 208.2.3.1 specifies the required number of accessible parking spaces for each residential dwelling unit providing mobility features; Section 228.2 requires mail boxes to be within reach ranges when they serve residential dwelling units providing mobility features; play areas are addressed in Section 240; and swimming pools are addressed in Section 242. There are special provisions applicable to facilities containing residential dwelling units at: Exception 3 to 202.3; Exception to 202.4; 203.8; and Exception 4 to 206.2.3

**233.2 Residential Dwelling Units Provided by Entities Subject to HUD Section 504 Regulations.**

Where facilities with residential dwelling units are provided by entities subject to regulations issued by the *U. S. Department of Housing and Urban Development (HUD)* under Section 504 of the Rehabilitation Act of 1973, as amended, such entities shall comply with applicable HUD regulations *in lieu of complying with these standards issued under Texas Government Code, Chapter 469.*

**Advisory 233.2 Residential Dwelling Units Provided by Entities Subject to HUD Section 504 Regulations.** Section 233.2 defers to HUD the specification of criteria by which the technical requirements of this document will apply. *Entities subject to HUD 504 regulations should contact the U. S. Department of Housing and Urban Development for guidance.*

**233.3 Residential Dwelling Units Provided by Entities Not Subject to HUD Section 504 Regulations.** Facilities with residential dwelling units provided by entities not subject to regulations issued by the Department of Housing and Urban Development (HUD) under Section 504 of the Rehabilitation Act of 1973, as amended, shall comply with 233.3.

**233.3.1 Minimum Number: New Construction.** Newly constructed facilities with residential dwelling units shall comply with 233.3.1.

**EXCEPTION:** Where facilities contain 15 or fewer residential dwelling units, the requirements of 233.3.1.1 and 233.3.1.2 shall apply to the total number of residential dwelling units that are

constructed under a single contract, or are developed as a whole, whether or not located on a common site.

**233.3.1.1 Residential Dwelling Units with Mobility Features.** In facilities with residential dwelling units, at least 5 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide mobility features complying with 809.2 through 809.4 and shall be on an accessible route as required by 206.

**233.3.1.2 Residential Dwelling Units with Communication Features.** In facilities with residential dwelling units, at least 2 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide communication features complying with 809.5.

**233.3.2 Residential Dwelling Units for Sale.** (*RESERVED*)

**233.3.3 Additions.** Where an addition to an existing building results in an increase in the number of residential dwelling units, the requirements of 233.3.1 shall apply only to the residential dwelling units that are added until the total number of residential dwelling units complies with the minimum number required by 233.3.1. Residential dwelling units required to comply with 233.3.1.1 shall be on an accessible route as required by 206.

**233.3.4 Alterations.** Alterations shall comply with 233.3.4.

**EXCEPTION:** Where compliance with 809.2, 809.3, or 809.4 is technically infeasible, or where it is technically infeasible to provide an accessible route to a residential dwelling unit, the entity shall be permitted to alter or construct a comparable residential dwelling unit to comply with 809.2 through 809.4 provided that the minimum number of residential dwelling units required by 233.3.1.1 and 233.3.1.2, as applicable, is satisfied.

**Advisory 233.3.4 Alterations Exception.** A substituted dwelling unit must be comparable to the dwelling unit that is not made accessible. Factors to be considered in comparing one dwelling unit to another should include the number of bedrooms; amenities provided within the dwelling unit; types of common spaces provided within the facility; and location with respect to community resources and services, such as public transportation and civic, recreational, and mercantile facilities.

**233.3.4.1 Alterations to Vacated Buildings.** Where a building is vacated for the purposes of alteration, and the altered building contains more than 15 residential dwelling units, at least 5 percent of the residential dwelling units shall comply with 809.2 through 809.4 and shall be on an accessible route as required by 206. In addition, at least 2 percent of the residential dwelling units shall comply with 809.5.

**Advisory 233.3.4.1 Alterations to Vacated Buildings.** This provision is intended to apply where a building is vacated with the intent to alter the building. Buildings that are vacated solely for pest control or asbestos removal are not subject to the requirements to provide residential dwelling units with mobility features or communication features.

**233.3.4.2 Alterations to Individual Residential Dwelling Units.** In individual residential dwelling units, where a bathroom or a kitchen is substantially altered, and at least one other room is altered, the requirements of 233.3.1 shall apply to the altered residential dwelling units until the total number of residential dwelling units complies with the minimum number required by 233.3.1.1 and 233.3.1.2. Residential dwelling units required to comply with 233.3.1.1 shall be on an accessible route as required by 206.

**EXCEPTION:** Where facilities contain 15 or fewer residential dwelling units, the requirements of 233.3.1.1 and 233.3.1.2 shall apply to the total number of residential dwelling units that are altered under a single contract, or are developed as a whole, whether or not located on a common site.

**Advisory 233.3.4.2 Alterations to Individual Residential Dwelling Units.** Section 233.3.4.2 uses the terms "substantially altered" and "altered." A substantial alteration to a kitchen or bathroom includes, but is not limited to, alterations that are changes to or rearrangements in the plan configuration, or replacement of cabinetry. Substantial alterations do not include normal maintenance or appliance and fixture replacement, unless such maintenance or replacement requires changes to or rearrangements in the plan configuration, or replacement of cabinetry. The term "alteration" is defined in Section 106 of these requirements.

**233.3.5 Dispersion.** Residential dwelling units required to provide mobility features complying with 809.2 through 809.4 and residential dwelling units required to provide communication

features complying with 809.5 shall be dispersed among the various types of residential dwelling units in the facility and shall provide choices of residential dwelling units comparable to, and integrated with, those available to other residents.

**EXCEPTION:** Where multi-story residential dwelling units are one of the types of residential dwelling units provided, one-story residential dwelling units shall be permitted as a substitute for multi-story residential dwelling units where equivalent spaces and amenities are provided in the one-story residential dwelling unit.

## **809 Residential Dwelling Units**

**809.1 General. Residential dwelling units shall comply with 809.** Residential dwelling units required to provide mobility features shall comply with 809.2 through 809.4. Residential dwelling units required to provide communication features shall comply with 809.5.

**809.2 Accessible Routes.** Accessible routes complying with Chapter 4 shall be provided within residential dwelling units in accordance with 809.2.

**EXCEPTION:** Accessible routes shall not be required to or within unfinished attics or unfinished basements.

**809.2.1 Location.** At least one accessible route shall connect all spaces and elements which are a part of the residential dwelling unit. Where only one accessible route is provided, it shall not pass through bathrooms, closets, or similar spaces.

**809.2.2 Turning Space.** All rooms served by an accessible route shall provide a turning space complying with 304.

**EXCEPTION:** Turning space shall not be required in exterior spaces 30 inches (760 mm) maximum in depth or width.

**Advisory 809.2.2 Turning Space.** It is generally acceptable to use required clearances to provide wheelchair turning space. For example, in kitchens, 804.3.1 requires at least one work surface with clear floor space complying with 306 to be centered beneath. If designers elect to provide clear floor space that is at least 36 inches (915 mm) wide, as opposed to the required 30

inches (760 mm) wide, that clearance can be part of a T-turn, thereby maximizing efficient use of the kitchen area. However, the overlap of turning space must be limited to one segment of the T-turn so that back-up maneuvering is not restricted. It would, therefore, be unacceptable to use both the clearances under the work surface and the sink as part of a T-turn. See Section 304.3.2 regarding T-turns.

**809.3 Kitchen.** Where a kitchen is provided, it shall comply with 804.

**809.4 Toilet Facilities and Bathing Facilities.** At least one bathroom shall comply with 603. No fewer than one of each type of fixture provided shall comply with applicable requirements of 603 through 610. Toilet and bathing fixtures required to comply with 603 through 610 shall be located in the same toilet and bathing area, such that travel between fixtures does not require travel between other parts of the residential dwelling unit.

**Advisory 809.4 Toilet Facilities and Bathing Facilities.** In an effort to promote space efficiency, vanity counter top space in accessible residential dwelling units is often omitted. This omission does not promote equal access or equal enjoyment of the unit. Where comparable units have vanity counter tops, accessible units should also have vanity counter tops located as close as possible to the lavatory for convenient access to toiletries.

**809.5 Residential Dwelling Units with Communication Features.** Residential dwelling units required to provide communication features shall comply with 809.5.

**809.5.1 Building Fire Alarm System.** Where a building fire alarm system is provided, the system wiring shall be extended to a point within the residential dwelling unit in the vicinity of the residential dwelling unit smoke detection system.

**809.5.1.1 Alarm Appliances.** Where alarm appliances are provided within a residential dwelling unit as part of the building fire alarm system, they shall comply with 702.

**809.5.1.2 Activation.** All visible alarm appliances provided within the residential dwelling unit for building fire alarm notification shall be activated upon activation of the building fire alarm in the portion of the building containing the residential dwelling unit.

**809.5.2 Residential Dwelling Unit Smoke Detection System.** Residential dwelling unit smoke detection systems shall comply with NFPA 72 (1999 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

**809.5.2.1 Activation.** All visible alarm appliances provided within the residential dwelling unit for smoke detection notification shall be activated upon smoke detection.

**809.5.3 Interconnection.** The same visible alarm appliances shall be permitted to provide notification of residential dwelling unit smoke detection and building fire alarm activation.

**809.5.4 Prohibited Use.** Visible alarm appliances used to indicate residential dwelling unit smoke detection or building fire alarm activation shall not be used for any other purpose within the residential dwelling unit.

**809.5.5 Residential Dwelling Unit Primary Entrance.** Communication features shall be provided at the residential dwelling unit primary entrance complying with 809.5.5.

**809.5.5.1 Notification.** A hard-wired electric doorbell shall be provided. A button or switch shall be provided outside the residential dwelling unit primary entrance. Activation of the button or switch shall initiate an audible tone and visible signal within the residential dwelling unit. Where visible doorbell signals are located in sleeping areas, they shall have controls to deactivate the signal.

**809.5.5.2 Identification.** A means for visually identifying a visitor without opening the residential dwelling unit entry door shall be provided and shall allow for a minimum 180 degree range of view.

**Advisory 809.5.5.2 Identification.** In doors, peepholes that include prisms clarify the image and should offer a wide-angle view of the hallway or exterior for both standing persons and wheelchair users. Such peepholes can be placed at a standard height and permit a view from several feet from the door.

**809.5.6 Site, Building, or Floor Entrance.** Where a system, including a closed-circuit system, permitting voice communication between a visitor and the occupant of the residential dwelling unit is provided, the system shall comply with 708.4.



Architectural Items - Repair or Replacement					
Item to Repair or Replacement	Description	Location	Unit Cost	Quantity	Total Cost
<b>Exterior</b>					
Exterior Personnel Doors	Replace all exterior doors with insulated doors	All Personnel Doors	\$2,000	9	\$18,000
Exterior Vehicle Doors	Replace exterior vehicle doors with insulated doors	Vehicle Bays	\$6,500	4	\$26,000
Exterior Windows	Replace exterior windows with High Energy Efficient	All exterior windows	\$3,000	9	\$27,000
Reseal Masonry Cracks	Apply sealant to control infiltration	1980's Addition	\$6,000	1	\$6,000
Replace Roof Siding at Walls	Remove, Replace Siding, Flashing at Roof Transitions	Original, 1980's Addition, 1990's Addition	\$6,000	1	\$6,000
Replace Fascia, Trim, Rake Board	Remove, Replace Eave and Rake Trim at Roof	Original, 1980's Addition, 1990's Addition	\$3,500	1	\$3,500
Repaint Exterior Walls	Repaint Exterior after Trim and Window Replacement	Original, 1980's Addition, 1990's Addition	\$2	2800	\$5,600
<b>Roof</b>					
Replace Roof	Remove, replace decking and install New Metal Roof	Original, 1980's Addition, 1990's Addition	\$500	38	\$19,000
<b>Interior</b>					
Replace Flooring	Replace flooring with Ceramic Tile, Carpet	Original, 1980's Addition, 1990's Addition	\$5	3860	\$19,300
Patch Repair Ceiling	Repair and replace all of kitchen floor wth epoxy	Office #5	\$500	1	\$500
Install ADA compliant Hardware	Replace all Door hardware with lever handles	All Door Locations	\$500	28	\$14,000
Repaint Walls	Repaint Interior Walls to match	All Interior Walls except Vehicle Bays	\$1	8500	\$8,500
Relocate Washer and Dryer	Relocate Washer and Dryer and Remodel to Storage	Kitchen Area	\$3,000	1	\$3,000
Upgrade Insulation at Walls	Spray Foram Insulation into Perimeter Walls	Original, 1980's Addition, 1990's Addition	\$4	2800	\$11,200
Upgrade Insulation at Roof	Install Batt Insulation	Original, 1980's Addition, 1990's Addition	\$2	3860	\$7,720
Reconstruct Rated Partition	Retrofit Existing Wall create a Rated Partition	Wall Between Fitness/Office #6 and Vehicle Bays	\$3,500	1	\$3,500
<b>Miscellaneous</b>					
Restrooms non-compliant w/TAS	Renovate Restrooms	Shower #2, Vehicle Restroom	\$3,500	2	\$7,000
Relocate Shower #1 from Kitchen	Relocate Restroom, Shower, Cap Plumbing	Shower #1 near Kitchen Area	\$6,500	1	\$6,500
Hazardous Survey	Survey to Test and Identify potential Lead and Asbestos	Original	\$3,000	1	\$3,000
Asbestos Abatement	Abate Hazardous Materials	Original	(unknown)		
<b>Sub Total</b>					<b>\$195,320</b>

FIRE STATION #1 - CONDITION ASSESSMENT REPORT  
Town of Fairview, Collin County, Texas  
Opinion Of Probable Construction Cost

Structural Items - Repair or Replacement					
Item to Repair or Replacement	Description	Location	Unit Cost	Quantity	Total Cost
Change of use assessment	Analyze IAW IBC 2012 Category IV, SDC C	Fairview, TX	\$5,000	1	\$5,000
Roof	Replace, brace, strengthen roof framing	1980's construction module	\$35,000	1	\$35,000
Foundation	Install Piers	Original and 1980's Addition	\$750	15	\$11,250
Slab at Vehicle Bays	Repair cracked ends of slab	Vehicle Bays 1 thru 4	\$1,000	4	\$4,000
Drainage Area between north and south wings	Install concrete swale	Area between north and south wings	\$6,000	1	\$6,000
Entire Fire Station	Change in use upgrades	All HVAC, piping, ceiling grid restraints	\$15,000	1	\$15,000
				<b>Sub Total</b>	<b>\$76,250</b>

FIRE STATION #1 - CONDITION ASSESSMENT REPORT

Town of Fairview, Collin County, Texas

Opinion Of Probable Construction Cost

HVAC Items - Repair or Replacement					
Item to Repair or Replacement	Description	Location	Unit Cost	Quantity	Total Cost
New Carbon Monoxide (CO) Detection	Provide carbon monoxide (CO) and nitrogen dioxide (NOx) sensors and alarm at the entrance to the fire fighters quarters to alarm personnel of the hazardous conditions	Apparatus Bay	\$10,000	1	\$10,000
New Vehicle Exhaust System	Provide two new vehicle exhaust systems in apparatus bays, one system for each pair of fire trucks	Apparatus Bay	\$15,000	2	\$30,000
New Exuast Fan	Perform calculations of general exhaust ventilation airflows for apparatus bay area and provide additional exhaust fan for general ventilation as required	Apparatus Bay	\$8,000	1	\$8,000
Pull Down Ladder for Fan Coil Unit	Provide pull-down ladder for the safe access to the fan coil unit serving waiting area	Waiting Area	\$3,000	1	\$3,000
New Gas-fired Heater	Perform heating load calculations for the apparatus bay and provide additional heating in the area as required. New gas-fired radiant tube heater with approximate	Apparatus Bay	\$10,000	1	\$10,000
Existing Ductwork on Fan Coil Units	Clean existing ductwork, paint rusted grilles and provide necessary maintenance to four existing air-conditioning systems	Fire Fithers Quarters	\$3,000	3	\$9,000
Dryer Exhaust	Clean dryer exhaust duct or replace existing duct	Kitchen	\$500	1	\$500
Kitchen Hood	Replace existing residential grade kitchen hood with new commercial grate grease exhaust hood with exhaust fan and with Ansel fire protection system	Kitchen	\$2,000	1	\$2,000
Attic Insulation	Re-install the dislocated insulation above lay-in ceiling above waiting area and fitness room and above kitchen/office area and sleeping rooms	Attic	\$5,000	1	\$5,000
Fan Coil Unit Serving Office/Kitchen Area	Perform cooling load calculations for the office/kitchen area. Replace corresponding air- conditioning system if load calculations confirm that the unit size is inadequate	Office Kitchen Area	\$15,000	1	\$15,000
All Fan Coil Units	Replace all four existing air-conditioning systems, including fan coil unit, ductwork, controls and air distribution devices with new high-efficiency system meeting current code requirements	Fire Fighters Quarters	\$20,000	4	\$80,000
				<b>Sub Total</b>	<b>\$172,500</b>

FIRE STATION #1 - CONDITION ASSESSMENT REPORT  
Town of Fairview, Collin County, Texas  
Opinion Of Probable Construction Cost

Plumbing Items - Repair to Replacement					
Item to Repair or Replacement	Description	Location	Unit Cost	Quantity	Total Cost
Septic Tank	Replace existing septic tank and sewer pump with new lift station with duplex grinder pump as required by code	Septic Tank	\$50,000	1	\$50,000
Faucets	Replace existing lavatory faucets	Fire Fighters Quarters	\$250	4	\$1,000
Lavatories and Toilets	Replace existing plumbing fixtures with new ADA compliant fixtures	Fire Fighters Quarters	\$1,000	8	\$8,000
Gutters and Downspouts	Repair existing gutters and downspouts and modify existing grading to allow for proper drainage of storm water	General	\$10,000	1	\$10,000
Gnew Grease Interseptor	Provide grease interseptor for the kitchen	Kitchen	\$10,000	1	\$10,000
				<b>Sub Total</b>	<b>\$79,000</b>

FIRE STATION #1 - CONDITION ASSESSMENT REPORT

Town of Fairview, Collin County, Texas

Opinion Of Probable Construction Cost

Electrical Items - Repair or Replacement

Item to Repair or Replacement	Description	Location	Unit Cost	Quantity	Total Cost
Repair Exit signs	Replace lamps	Various	\$25	3	\$75
Install GFCI receptacles	Replace std receptacle with GFCI	Shower #2, Kitchen	\$100	2	\$200
Install AFCI receptacles	Replace bedroom receptacles with AFCI	Bedrooms	\$100	10	\$1,000
Restore panel working spaces	Relocate stored materials away from electrical eqm't	Outside of Kitchen, office #6, vehicle bay #2	n/a		n/a
Replace exposed nonmetallic sheathed cable	Replace exposed nonmetallic sheathed cable with conductors in metallic conduit	Porch (ckt to flagpole light)	\$750	1	\$750
Replace Service entrance panels	Remove and replace (3) 200 amp panels	Elec/phone closet, office #6, public works office #2	\$7,500	3	\$22,500
Replace Sub-panel	Remove and replace antiquated panel	Outside of Kitchen	\$6,000	1	\$6,000
Correct improper cable terminations/splices	Re-pull wiring into lighting fixtures to eliminate splices or properly terminate	Attic, office #6	\$350	2	\$700
Provide fault current labels	Provide fault current labels on panels.	Panel locations	\$500	Lot	\$500
Install occupancy sensors	Replace manual wall switches with occupancy sensors	All interior spaces	\$150	24	\$3,600
Replace incandescent lamps	Remove incandescent lamps, install compact fluorescent lamps in recessed cans	Various	\$15	15	\$225
Replace vehicle bay lighting	Replace T12 strip lights in vehicle bays with T5HO	Vehicle Bays	\$450	15	\$6,750
Provide arc flash warning labels	Perform calculations, provide arc flash warning labels on panels.	Panel locations	\$5,000	Lot	\$5,000
				<b>Sub Total</b>	<b>\$47,300</b>

Architectural Repair Cost Subtotal	\$195,320
Structural Repair Cost Subtotal	\$76,250
Mechanical Repair Cost Subtotal	\$172,500
Plumbing Repair Cost Subtotal	\$79,000
Electrical Repair Cost Subtotal	\$47,300
<b>Grand Total</b>	<b>\$570,370</b>