

THE RAY LAW FIRM, P.C.

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May 22, 2023

Mr. Cliff Keheley,
City Manager, City of Mesquite
P.O. Box 850137
1515 N. Galloway Ave.
Mesquite, Texas 75149
Email: ckeheley@cityofmesquite.com
dpaschall@cityofmesquite.com

Re: Formal Request to Modify and Extend Compliance Deadlines set forth in Section(s) 2.3(b), 4.4(c), and 6.9(b) of that one certain Master Developer Agreement, (the “Master Agreement”), Dated Effective June 8, 2018 and Entered into by and between the City of Mesquite, Texas, (the “City”), HQZ Partners, LP, (“HQZ”), MCG-124, LLC, (MCG-124”), and the Mesquite Medical Center Management District, (the “MMD”), governing Reimbursement of Approved Development Costs Incurred for Infrastructure Improvements made to facilitate development of the Verde Center Project located at 21100 LBJ Freeway, Mesquite, Texas 75149 pursuant to the terms of the Skyline Tax Increment Reinvestment Zone No. Seven, (the “Skyline TIF”).

Dear Mr. Keheley:

Verde Center Partners, LLC, (“VCP”), in its capacity as assignee of developers’ reimbursement rights under the Master Developer Agreement referenced above, respectfully requests that the City Council of Mesquite approve a six (6) month extension to the compliance deadlines set out in Section(s) 2.3(b), 4.4(c), and 6.9(b) of that Master Agreement, in order to provide representatives of the City of Mesquite, and Verde Center Partners, as the owners and holders of those reimbursement rights, with a clear understanding of the approval process currently required to meet their performance obligations under that agreement, and to adopt an amended timeline for completion of the project going forward, so that the project can be developed into the world class healthcare campus, as envisioned.

Unless the current compliance deadlines are modified and extended by the City Council, that Master Agreement will terminate, by its terms, on or about June 8th of this year, resulting in the avoidable loss of a highly visible and desirable project with a potential \$3.2 billion of positive economic impact for the Mesquite community; will deprive the City of an approved reimbursement mechanism for in excess of \$4.5 million already spent on public infrastructure completed for the benefit of the City; and will shift to the tax payers instead of the Skyline TIRZ, a significant portion of the City’s share of costly TxDot improvements required for future expansion of the LBJ Freeway.

I. THERE IS CONFUSION RELATED TO THE CITY’S REVISED APPROVAL PROCESS

To qualify for Reimbursement, the Master Developer Agreement sets forth certain phased completion requirements for public infrastructure improvements which includes the extension of the existing bridge across South Mesquite Creek to a round-a-bout to be constructed within the federally controlled flood plain adjacent to the I-H 635 right-of-way, and contemplates the construction of a shared access and entry road along the common property lines with the neighboring “McCormick Parcel.” Those roadway improvements are necessary to provide required access to the Project from the LBJ Freeway and Peachtree Road. According to the approved terms of that Master Agreement, construction is to commence within 180 days following receipt of final approvals or permits required for their design and construction.

Phase 2 of the Project contemplates that the developers will provide engineering design and environmental studies required for the approval of future construction for the southbound frontage road along I-635 and the eastern boundary of the property pursuant to a Frontage Road Request and a Local Project Advanced Funding Agreement (“LPAFA”) to be submitted to TxDot. In the event that access to the TxDot right of way cannot be obtained, the City has agreed that it will cooperate in obtaining appropriate reciprocal easements across the McCormack Parcel at the intersection of Gross Road and Peachtree Road. The developer’s contribution toward the costs of the proposed Freeway Frontage Road is contractually limited to the costs of engineering, planning, design and any environmental studies required by TxDot, and those engineering and environmental costs are included as approved Project Costs subject to reimbursement pursuant to the terms of the Master Agreement.

Despite all of the setbacks encountered, to date, the developers still have the opportunity to provide an essential anchor to the medically integrated healthcare campus so desperately needed to make this project a reality. To do so, however, will require that the dollars allocated for reimbursement of public infrastructure and improvements are available for construction, as contemplated by the Master Developer Agreement and the TIRZ. Healthy Living Centers of America, and its affiliate, Community Health Partners, (“CHP”), have studied the Mesquite market, extensively, and have indicated a willingness to go forward with the project once they know, with certainty, that an achievable infrastructure development and reimbursement plan is approved and in place that can be counted on to deliver the necessary platform for their unique medical campus. To do so will take a coordinated effort with City Staff, FEMA, TxDot and the Developers, and a formal plat application has already been submitted to the City that will allow vertical construction to proceed on the seventeen (17) acres of the property that is not currently affected by the federally designated floodplain. Qualified professionals have been hired, market studies have been completed, and previously approved plans have been prepared and paid for. However, given the current uncertainty surrounding timing and approvals currently required to obtain the necessary infrastructure reimbursements, it will be difficult to persuade CHP, or any other tenant or user of the type and quality envisioned for this project, to commit the considerable time and financial resources required to go forward with a multi-million dollar undertaking of this type. Simply put, without the certainty of infrastructure reimbursement governed by the Master Developer Agreement, the world-class healthcare campus envisioned for this challenging property will needlessly fail.

According to Section(s) 2.3(b), 4.4(c), and 6.9(b), the Master Agreement will automatically terminate on June 8th of this year unless all of the public improvements required under Section 2.3(b(ii)(a)) have been completed, dedicated to and accepted by the City, a building permit for vertical construction of either the senior living or healthy living buildings together with completion of the foundation and/or slab of the senior living and/or healthy living buildings has been completed, inspected and accepted in writing by the City, and the framing of the senior living and/or the healthy living buildings have been completed, inspected and accepted in writing by the City. However, extension of both ends of that bridge are located squarely within the FEMA designated flood plain. Despite the City’s request that it do so, TxDot has not yet approved plans for the I-635 freeway improvements required for issuing the permits and freeway connections necessary for compliance with the Master Agreement, and despite having previously been granted a variance by the City waiving advance CLOMR approval for the required flood plain mitigation process, the City has now modified its approval process so that construction within that flood plain will now require advance approval of a Conditional Letter of Map Revision, (“CLOMR”), from FEMA, prior to the issuance of the construction and development permits necessary to comply with the Master Agreement. This newly revised approval process makes it impossible to comply with the time frames set forth in the Master Agreement.

Consistent with the state and federal rules governing permitting and construction, Verde Center Partners respectfully requests a six (6) month extension of time in order for the City to clarify what rules apply to the approval process governing this required permitting and construction process, so that appropriate time guidelines can be imposed by which the Developers will be able to timely comply with their permitting and construction obligations.

A.) A CLOMR Was Previously Waived Through the City Variance Process

The general rule in Texas is that regulations and requirements in effect at the time of the granting of the first approval request for a project of this type govern the approval process for the life of the project. HQZ previously applied for and received consent from the City in the form of an approved variance to construct a bridge across the flood plain of South Mesquite Creek together with certain drainage improvements in order to provide traffic circulation for the benefit of the public as contemplated for the project. In doing so the developer spent hundreds of thousands of dollars on engineering plans that were approved in connection with construction that the parties concede has already cost well in excess of \$3.2 million to complete. As the City's flood plain administrator, the City determined, at that time, that no conditional letter of map approval, (CLOMR), would be required from FEMA prior to construction of the bridge and the floodplain mitigation improvement plans submitted for the project.

After the bridge was essentially completed, construction of the drainage improvements connected to that project stopped. According to correspondence obtained from Mike Rozelle, P.E., CFM, the City's Senior Civil Engineer, HQZ's construction plans did not expire and are still in effect, and HQZ's grading permit has not been forfeited. The project fell under a Linear Transportation Project and did not require individual permitting from FEMA at that time. According to the variance granted by the City, previously approved grading within the flood plain would be allowed subject to the obtaining of a final Letter of Map Revision (LOMR) from FEMA. Those original plans for the roadway, water, bridge and floodplain reclamation were prominently stamped "Released for Construction City of Mesquite Engineering Division," and it is with that understanding that the developers entered, in good faith, into the timelines contained within Sections 2.3(b), 4.4(c), and 6.9(b) of their Master Agreement. To be clear, the developers have no objection to meeting current CLOMR requirements as a condition to the ultimate approval of their required construction activities rather than as a required condition to the start of the bridge completion and floodplain mitigation process. However, requiring that a CLOMR be applied for and granted prior to the start of these agreed improvements will not allow the improvements described in Section 2.3(b)(requiring construction within the floodplain), to occur within the time guidelines agreed to in the Master Agreement.

B. A CLOMR Was Waived Because The Improvements Do Not Alter the Flood Plain

According to HALFF Engineering, the results of the floodplain reclamation study submitted to the City in connection with its earlier variance request demonstrated that the proposed floodplain reclamation and bridge construction plan approved for the project would not cause an increase in the Base Flood Elevations, ("BFE"). According to Mike Rozelle, P.E., CFM, Senior Civil Engineer for the City of Mesquite, a CLOMR was waived through the City's variance process, and the variance was granted on that basis.

C. A CLOMR Does Not Alter the Flood Plain Map

A Conditional Letter of Map Revision ("CLOMR") is merely a submission to obtain official comments from FEMA on a proposed project that is intended to affect the hydrologic or hydraulic characteristics of a flooding source. A CLOMR does not revise the FEMA flood plain maps, but merely outlines whether the project, if built as proposed, would ultimately be recognized by FEMA as being out of the revised flood plain. As such, building permits cannot be issued based on a CLOMR because a CLOMR does not change the floodplain map and is not intended to prevent destruction or injury due to imminent flooding. Once a project has been completed, the City or the developer still must still request a Letter of Map Revision ("LOMR") from FEMA based on an "as built" certification and other data submitted to FEMA in connection with the flood plain. A building permit issued pursuant to an approved LOMR is required before actual construction can begin within a recognized flood plain.

D. The Developers Have No Objection to Filing a Parallel CLOMR Application With FEMA, But Can Not Comply With FEMA Guidelines Within The Time Constraints Currently Set by the Master Agreement

Arlyn Samuelson, district engineer for the Management District charged with implementing the construction plans required by the Master Agreement, concurs that the CLOMR step could help minimize the planning and development risk for all involved. However, it should be conceded that the timeline required to meet the completion guidelines in the Master Agreement will not be achievable if a CLOMR approval is required prior to the start of construction. Recognizing that a variance for the CLOMR was previously granted, it is the district engineer's recommendation, and VCP agrees, that the City should make the CLOMR a condition of approval for the improvements, rather than a requirement prior to the start of the bridge construction and floodplain mitigation process. In that way, if FEMA has comments that require plan revisions, those revisions can be made and implemented prior to finalizing completion of the bridge as well as the flood plain mitigation required in connection with the project, and VCP respectfully requests that the City Council grant a six (6) month extension to the time line contained within the Master Agreement in order to approve an orderly process for going forward with the project.

II. TXDOT IS NOT YET PREPARED TO ISSUE THEIR REQUIRED PERMITS

In addition to the additional permitting required from FEMA, TxDot has not yet approved the required access permits necessary to connect the project to the LBJ Freeway. In preparation for the negotiation and execution of their Master Agreement, the Verde Center developers hired Kimley-Horn, a reputable engineering firm, to quantify the cost, viability, and time constraints required for the traffic circulation plan approved by the TIRZ, and that plan formed the basis and suggested timing of the roadway improvements at issue in this extension request. The Kimley-Horn plan makes certain assumptions related to right-in and right-out access from and to the freeway and includes the concept of a parallel private "backage road" which parallels the LBJ Freeway and the project's eastern property boundary, and further provides a connection to the existing bridge and Peachtree Road. In making their recommendations, members of the Kimley-Horn team, as well as representatives of the developer, met numerous times with area TxDot representatives and the developers were provided a detailed cost analysis for the project, including anticipated engineering costs for future expansion of the freeway.

As part of their analysis, Kimley-Horn reviewed earlier correspondence from the City related to a draft of the proposed design and construction of the referenced roadway, along with a draft of the Local Project Advance Funding Agreement ("LAPAF") previously submitted by the City to TxDot. During COVID, those plans were placed on hold, and the TxDot representative directly involved with the project died. Once the COVID emergency was over, the TxDot approval process was restarted but by then, key personnel from the Kimley-Horn firm had moved on, and a new traffic engineering firm took their place.

During this intervening period, the developers were presented with a written contract by a reputable developer/operator who was interested in purchasing approximately eleven (11) acres fronting on Peachtree Road for construction of the healthy living center and related medical campus envisioned for the Project. An important consideration for that purchase was connectivity to the LBJ Freeway via the existing bridge, and a new site plan was submitted to the City as required by the current zoning. A pre-application ("PAM") meeting was scheduled with various representatives and department heads from the City and it was as a part of that application and review process that the developers learned for the first that a CLOMR from FEMA would definitely be required prior to the start of construction, and that in the opinion of the City's engineers, it would be unlikely for TxDot to approve the traffic circulation plan required by that Master Agreement until such time as the final design for the reconstruction of I-635 had been approved.

A project manager for the engineering firm of CobbFendley who previously worked for Kimley-Horn was retained to investigate the matter, and it was determined that in fact, there had been no TxDot planning, to date, for improvements to the freeway frontage roads south of U.S. 80, and that planning for those improvements, along with substantial contributions from all affected parties, including the City of

Mesquite, would be required in order to coordinate a funding agreement with TxDot and NCTCOG to pursue that initiative. According to CobbFendley, the City's share of those planning costs would be substantial, but should likely be off-set in whole or in part by the engineering design and environmental services being privately paid for as part of the developer's \$750,000 contribution to the TIRZ. According to CobbFendley, a request of this type should normally take 12-24 months for approval. Without the benefit of the engineering designs and environmental studies provided by the TIRZ, it is our understanding that the I-635 frontage road improvements contemplated by this Master Agreement are at least a decade away from serious consideration by TxDot, and their cost will ultimately have to be borne by the tax payers of Mesquite, rather than through the TIF reimbursement process.

Traffic circulation within the project will absolutely be required in order for the successful development of the project, as envisioned. Without an extension of the deadlines required by the Master Agreement, the approvals and permits required by TxDot and FEMA that are necessary to construct the improvements contemplated by Section(s) 2.3(b), 4.4(c), and 6.9(b) of the Master Agreement can not yet be obtained. Cancellation of the Master Agreement would needlessly deter vertical development of the project and require the tax payers of the City of Mesquite to ultimately bear financial costs currently agreed to be paid for through the TIF. VCP respectfully asks that the City Council extend the compliance time line contained in the Master Developer Agreement for these reasons, as well.

III. WHY THIS IS IMPORTANT

In order to move the project forward, and to take advantage of the development opportunities currently available for the healthy living center, HQZ, MCG-124, and Verde Center Partners recently entered into a complex development agreement with the Lending Group Joint Venture, (the "prior lender" on the project), whereby in excess of \$12 million of debt was removed as an impediment to the development of the Verde Center property. In exchange, the lender was assigned an interest in the reimbursement rights evidenced by the Master Developer Agreement which it did not have, and to which it was not otherwise entitled, and the lender agreed to contribute substantial additional money from the proceeds of land sales, to be used to help pay for infrastructure costs.

The entire premise of this restructure is based on the availability of the TIRZ reimbursements set out in the Master Agreement, which provides a well thought through private payment mechanism for HQZ (the original developers of the bridge), to recoup approximately \$4.5 million invested in approved public infrastructure to date, while providing a reimbursement mechanism for otherwise unaffordable public improvements required to complete the develop in keeping with the Project Plan and Plan of Finance approved for the Skyline TIRZ and talks with users and tenants for the project were re-initiated. Unless the required deadlines in the Master Agreement are extended, as requested, those development plans will fail and the highly touted vision promised to our community will unfortunately, not occur.

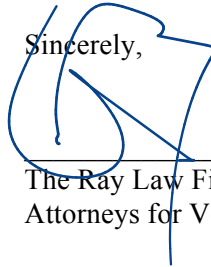
In the unlikely event that TxDot ultimately refuses to grant direct access to the freeway from the property, the developers will rely upon access rights to be obtained across the McCormack parcel which the City has agreed to assist in delivering. See, Section 2.3(b)((ii)(c)(ii). In this manner, the community receives the benefit of the project as initially envisioned, and substantial money and engineering effort will begin to be spent on planning for the type of project that TxDot will have an incentive to support.

The City will receive the benefit of the increased tax revenue and economic impact from an innovative healthcare campus as planned and the so called "bridge to nowhere" will become an integral part of the transportation infrastructure as originally approved. The City becomes the beneficiary of the developers' engineering and planning efforts with TxDot, and is provided with a simple resolution to the question of what happens to the "bridge to nowhere" if the Master Agreement fails?

IV. CONCLUSION AND REQUEST FOR EXTENSION

For all these reasons, Verde Center Partners respectfully requests that the City Council agree to renew and extend the compliance time lines provided for in the Master Developer Agreement by at least six (6) months in order to provide the City, the Developers, and its prospective tenants an opportunity to properly assess the project within the realities of the current regulatory environment and ask that the Council authorize the City Manager to execute an amendment to the Master Developer Agreement which extends those deadlines, as modified.

Sincerely,



The Ray Law Firm, P.C.
Attorneys for Verde Center Partners, LLC

JDR/ns
Enclosures
cc: Jim Lang
John Bowdich
Harry Sewell

EXHIBIT "A"
Anticipated Public Infrastructure Costs to Be Reimbursed to CHP

Anticipated Costs Related to Public Infrastructure:

Description:	Amount
TxDot Engineering, Surveying, Platting and Related Fees	\$750,000
Revised Concept Plan	\$40,000
Horizontal Construction (Hard) Costs/Reclamation	\$2,737,504
Public Amenity Planning and Initial improvements	\$2,100,000
Roadway Improvements, (Peachtree Connection to I-635, Shared Access and Backage Rd).	\$1,808,690
Administrative Costs including Project Management During Construction	\$540,000
Management District Operations During Construction	\$150,000
Insurance and other Operational Expenses	<u>\$75,000</u>
Total:	\$8,201,194
Total Anticipated Reimbursable Expenditures Plus Interest and Capitalized Costs	



the  **Healthy Living Center™**
A model for medical-based fitness



Partners changing health care delivery and enhancing outcomes one patient at a time, one community at a time

An innovative prescription to manage health and health costs

Imagine a prescription from a physician which could increase energy, decrease blood pressure, depression and anxiety; help a person fight off illness and live longer, promote normal cholesterol levels, prevent type-2 diabetes, lose weight, sleep better and be more alert—just to name a few of its benefits. Add in that almost every American—regardless of their current sickness or health—could benefit from this prescription, it would actually keep health care costs down and the impact nearly limitless. As Americans become more responsible for their own health care dollars, employees and individuals will demand this type of prescription.

For decades doctors have talked to patients about choices they should make and actions they should take to lead more healthful lives. However, physicians can't watch over patients to monitor and document their nutritional programs and exercise regimens.

Often, patients only visit their doctors or a hospital when they are sick, incurring large charges to be treated on a reactive approach. Now, picture a patient who is pre-diabetic going in for an annual physical and leaving the appointment with a referral to a medical-based fitness facility. The medically-integrated fitness facility then contacts the patient to create an individualized wellness plan based on his or her physical abilities. The plan may include aquatic therapy, aerobic exercises, strength training, classes on nutrition taught by a licensed and registered dietitian and behavior modification. After six months of being personally accountable, the patient's glucose levels have decreased to normal range and excess body weight has decreased.

"I've spent my whole career focused on diagnosing and caring for sick people, but not on how to keep them well; but now I have an option for them that can do just that."

- DR. RICHARD J. RINEHART



YMCA Healthy Living Center | Clive, Iowa

Medical-based Fitness

Health care professionals write patient prescriptions to a supportive, medically integrated environment, to help the patient achieve higher levels of health



Clinical professionals and health coaches assess the patients; develop personalized diets, fitness and exercise plans; then oversee delivery of the programs.



Documented outcomes help people live longer, feel better, prevent future diseases, reach their full potential and connect back to primary care physicians

Nationwide, health care is moving toward a prevention and population-focused care model. The Healthy Living Center takes prevention-based health care to the next level, impacting one patient at a time, one community at a time.

Partnership for a healthier community

A unique partnership brought together the medical and fitness communities in central Iowa to create a total package for healthier living—the Healthy Living Center. Mercy Medical Center - Des Moines, the YMCA of Greater Des Moines, and the founders of Healthy Living Centers of America embraced the opportunity to partner together to create an innovative environment of preventive health for all people in central Iowa.

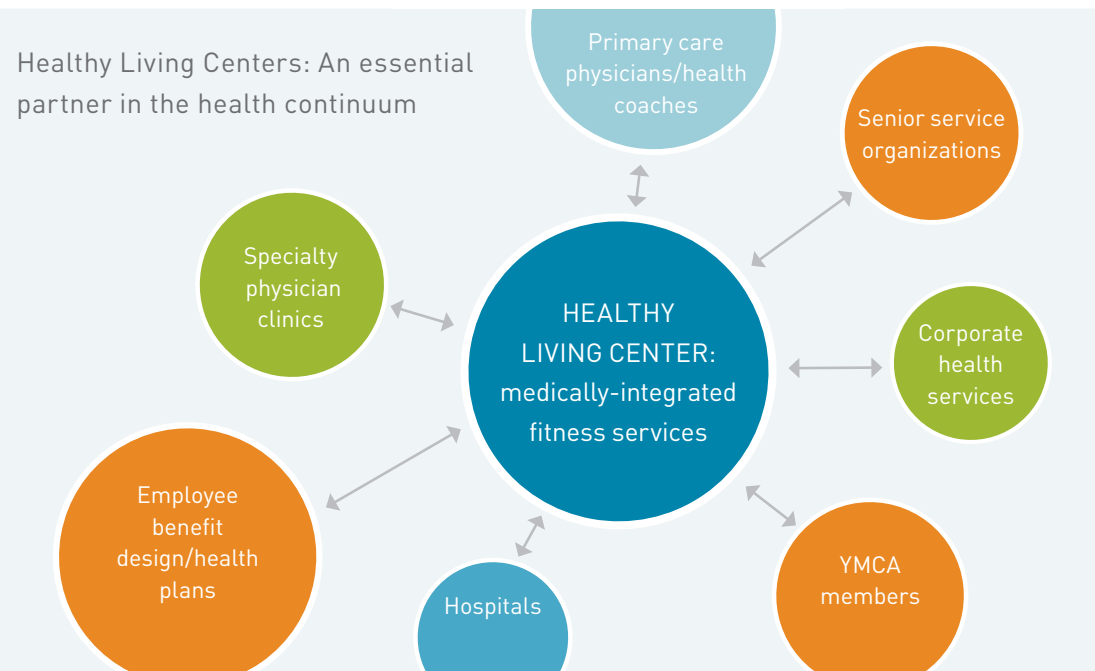
The principals of Healthy Living Centers of America supplied well-honed skills in health care real estate development; Mercy provided more than a century of respected experience as a health care provider; and the YMCA presented a strong local network of wellness experts committed to a "healthy spirit, mind and body." Each entity contributed its core skills and a solid belief in medically directed fitness and wellness. Together, they made a new vision in health care delivery a reality at the Healthy Living Center located on the Mercy Wellness Campus.

Fitness starts with a prescription

A community can have excellent medical facilities that provide state-of-the-art treatment, but what can physicians do to alleviate the impact of obesity, inactivity or poor nutrition? How can they help people to become healthier?

"In the past we could advise a patient to exercise three times a week," says cancer specialist Dr. Richard Deming, medical director of the Mercy Cancer Center and oncology advisor on the Medical Advisory Committee for the Healthy Living Center (HLC), both on the Mercy Wellness Campus. "Now we can refer that patient to the HLC to be evaluated by a physical therapist or trainer who will create goals and an appropriate fitness program. To actually give a patient a prescription to go to a facility that will make it happen. That's the cutting edge part of this approach."

The Healthy Living Center™ completes the continuum of care for health and wellness



Healthy Living Center: The cornerstone for the health campus of the future

More than 75 percent of health care dollars is spent on people with chronic conditions.

Physicians and clinical advisors representing more than a dozen medical specialties serve on the HLC's Medical Advisory Board and Clinical Advisory Team to help maintain a prevention focused fitness model. This clinical integration distinguishes the Healthy Living Center from a traditional fitness center, although no physician referral is needed to become a member.

With almost half of the American adult population having at least one chronic illness, it is not surprising the United States spends significantly more on health care than any other nation. More than 75 percent of health care dollars is spent on people with chronic conditions. These persistent conditions—the nation's leading causes of death and disability—leave in their wake deaths that could be prevented, lifelong disability, comprised quality of life and surmounting health care costs.

As we move ahead in the 21st century, the scope and severity of chronic disease problems has demanded the attention and action of politicians, physicians, health care providers and most significantly the American public. The Healthy Living Center is the prescription to manage chronic illness, contain costs and allow individuals to be accountable for their health by tackling each category of prevention including:

- + **Primary prevention:** health promotion measures that focus on lifestyle, like nutritional classes, personalized fitness plans and simple interventions such as health risk appraisals that signal risk factors.
- + **Secondary prevention:** identifying people with preconditions for illness, such as a person classified as pre-diabetics or a woman with a family history of breast cancer, and providing them with appropriate management tools and knowledge—like a diabetes or LIVESTRONG™ seminar.
- + **Tertiary prevention:** coordinated care management for those who already have chronic illness, like a heart attack survivor participating in the cardiac rehab program.

As part of the coordinated care management, Healthy Living Center staff members measure patient actions and outcomes and then provide feedback back to the referring physician.

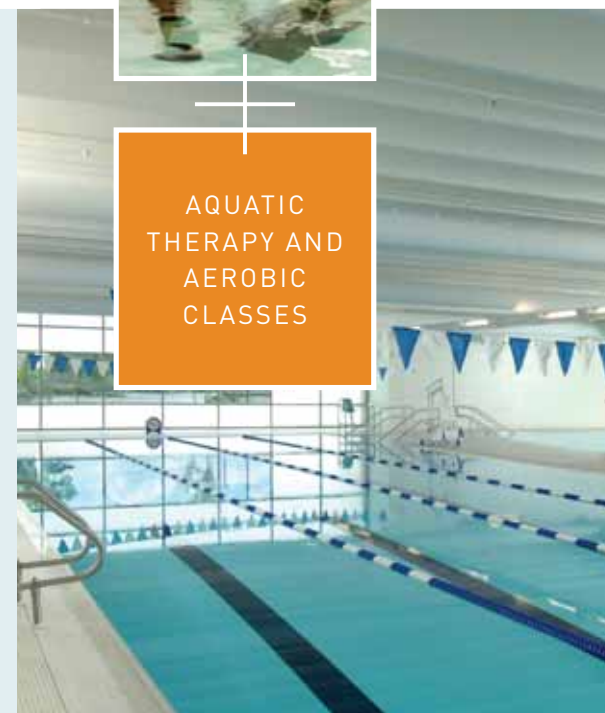
The YMCA Healthy Living Center™ offers evidence-based programs for people who want to live longer, feel better and prevent future disease.

PREVENTION-FOCUSED SERVICES INCLUDE:

- + More than 75 group fitness classes each week
- + Wellness coaching
- + Nutrition and cooking classes in demonstration kitchen
- + Swimming pools, whirlpools, sauna and steam rooms
- + Pilates and yoga studio
- + Indoor cycling
- + Health screenings and injury prevention
- + Sports enhancement programs
- + Health benefit design

CLINICAL SERVICE INTEGRATION INCLUDING:

- + Cancer
- + Orthopedics (including rehabilitation)
- + Weight-loss/bariatrics
- + Neurology
- + Women's health
- + Corporate health
- + Clinical nutrition
- + Cardiology
- + Endocrinology (Diabetes care)
- + Other chronic diseases





weekly LIVESTRONG™ seminar

Effective clinical service integration

Cancer Programs

LIVESTRONG™ at the YMCA is a multi-faceted program of integrated medical expertise and proven wellness models. The program's goal is supporting a cancer survivor's pursuit of health and well-being by creating programs that fit the needs of cancer survivors. Components of the program include:

- ✦ Evaluation by a medical or fitness professional to assess and create a program designed to meet each specific patient's physical limitations. Many of these services are billed to and paid for by patients' insurance plans. Individuals are able to do their workouts on their own time or as other LIVESTRONG™ participants are working out. With a physician's referral, a patient receives a free 12-week membership. If a patient is already a Healthy Living Center member, there is no fee to receive medical programming instruction.
- ✦ Cancer survivors, family members and friends are encouraged to attend a free weekly educational series sponsored by Mercy Cancer Center. Physicians, nurses, staff and medical partners give an hour-long presentation regarding recent cancer developments, research and trends.
- ✦ Members of LIVESTRONG™ are encouraged to attend a weekly "spin" class (indoor cycling) led by a cancer service line physician.
- ✦ Lymphedema Aquatic Exercise Class is taught by a breast center service line occupational therapist to promote healthy exercise and safety concepts.

This unique program positions the organization as top-of-mind choice for cancer care. The LIVESTRONG program receives 30-35 referrals per month with even more cancer survivors attending the free weekly educational series. This program serves as Mercy's cancer survivorship program.

The LIVESTRONG™ at the YMCA program is here to help patients better understand their cancer journey and to enable them to live strong through the physical, emotional and practical challenges of their survivorship."

- DR. RICHARD DEMING



LIVESTRONG™ Cycling Class



BETTE SMITH
Member and Service Recipient,
Healthy Living Center

"My progress in three months is nothing less than a miracle." -BETTE SMITH

After years of suffering from osteoporosis, I was diagnosed with endometrial cancer. My body and spirit began a new battle. On my 26th radiation treatment, I was implanted with live radiation for 17 hours. I survived the cancer, but I was left with the ravages of the treatment. My pelvic area was so severely affected by the radiation that basic movements caused multiple pelvic fractures, unlike anything my doctors had seen in 30 years. I felt hopeless as I was told there was not much that could be done for my quality of life or to help me deal with the constant pain, other than mind-numbing drugs.

I read about the opening of the Healthy Living Center and was struck with the feeling that God had blessed me with this new facility. It was much more than a fitness center. It was a new hope for me. My oncologist on the Wellness Campus referred me there for aquatic therapy. I was monitored by the medical program director and my physicians. My progress in three months is nothing less than a miracle. Now as a member, I work out four times a week. I'm developing new strength, flexibility and confidence, and building the muscle and bone of my body. I am also living God's plan for my life and feel as if I have a future again.



“Now physicians have a unique opportunity to influence patients’ behavior and improve their overall health, well-being and quality of life by referring them for a medically directed fitness program.”

- DR. RICHARD DEMING

Orthopedic Service Integration

The integration of outpatient therapy and wellness facilities is a specific example of what makes the Healthy Living Center stand out from other fitness facilities. Outpatient physical and aquatic therapy serves as a lead generator vehicle for orthopedic surgery offered at the health care partner and for post-surgery treatment. The HLC offers whirlpools, saunas and steam rooms, a SwimEx Therapy Pool, warm water exercise pool and a walking track, all of which offer low-impact physical therapy. The outpatient therapy has strategic partnerships with more than 200 referring physicians in the metro area, has led to strong patient volumes.

A patient may be referred to physical or aquatic therapy by his or her health care provider. Outpatient therapy provides various step-through programs aimed at returning the patient to his or her prior levels of activity. At the conclusion of their therapy treatment, an individualized plan is created by a therapist for the patient to continue on his or her own. This also serves as a membership-generation tool.

Mercy holds knee and hip pain informational seminars at the facility and provides follow-up care, as needed, such as surgery. The seminars are organized by orthopedic nursing staff and average an attendance of 15-20 attendees.

Since the opening of the facility, physical therapy services have been expanded and will have women’s health as an area of expertise. Outpatient therapy provides treatment averaging nearly 800 patient visits per month which are all billed to third-party payers.

Cardiology Integration

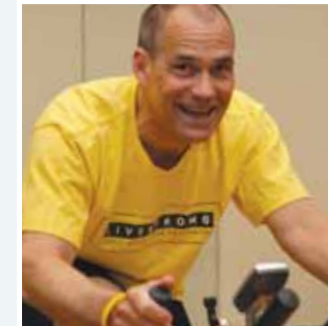
The HLC Cardiology program features medically-supervised aerobic exercise sessions, two to three times per week. Clients actively participate in supervised exercise including use of a variety of cardiovascular equipment, walking on the track, group strength training and flexibility exercises. Education classes are scheduled periodically for continued health and wellness learning.

A physician referral is needed to begin the next phase of cardiac rehab and assessment (or graduation to phase two cardiac rehab). A Mercy cardiac rehab nurse is present to help facilitate the exercises and coordinate the program. This is the second location in the metro area for cardiac rehab. It provides a more convenient location for participants which in turn, leads to a higher phase three participation and success rate. Non-Healthy Living Center members pay a small per session fee and the fee is part of Healthy Living Center membership.

Mercy dietitians specializing in cardiac nutrition lead a three-part series that offers nutrition and wellness information to patients with heart disease or those at risk of developing heart disease. Cooking demonstrations and recipe make overs help participants learn how to make heart-healthy food choices.

OTHER CLINICAL SERVICES INCLUDE:

- + Weight-loss/bariatrics
- + Diabetes
- + Women’s health
- + Neurology
- + Clinical nutrition
- + Corporate health



DR. RICHARD DEMING
Medical Director,
Mercy Cancer Center

“The center will revolutionize our approach to healthy living.” -DR. DEMING

As a radiation oncologist, I’m especially excited about the LIVESTRONG Cancer Survivor program to help patients improve their overall health and fitness while they undergo or recuperate from surgery, radiation therapy and chemotherapy. Numerous clinical trials have demonstrated the value of fitness programs in improving the outcomes of cancer patients. My patients have embraced the LIVESTRONG philosophy and have found the program at the Healthy Living Center to be a fabulous asset to them as they live life to the fullest.

For years we have been paying lip service to the importance of exercise and fitness. Now physicians have a unique opportunity to influence patients’ behavior and improve their overall health, well-being and quality of life by referring them to a medically directed fitness program. Patients find people and a place that motivates them to challenge themselves, achieve goals and continue with fitness programs that provide meaningful improvements for them. The center will revolutionize our approach to healthy living.

“Many need further support and guidance to continue what they have learned in rehab and implement it in their daily lives to create positive change for a lifetime.”

- TRINA RADSKE-SUCHAN

Many times individuals completing therapy have much more healing to do. Many need further support and guidance to continue what they have learned in rehab and implement it in their daily lives to create positive change for a lifetime. This isn’t supported by our existing health care system. It’s best suited in a facility where one may access these services for as long as they need to and be served by a truly integrated health and fitness system.

One of my patients who suffered a stroke two years ago just conquered walking around the track without his cane for the first time. Another elderly LIVESTRONG participant hadn’t worked out since high school and now comes daily after his radiation treatment. His doctors cannot believe the improvement in his numbers. People need to have access to a continuum of care and to be guided and observed over time. It’s a long-term partnership.



TRINA RADSKE-SUCHAN
Medical Programs Director,
YMCA Healthy Living Center™

Community benefit + Enhanced Image + Growth

The development of the Healthy Living Center brought together the expertise of health care, fitness and real estate professionals to create a unique partnership and approach to wellness.

The Healthy Living Center is making a positive impact on the health and wellness of the central Iowa community and is the first of its kind in the United States. The development of this facility brought together the expertise of health care, fitness and real estate professionals to create a unique partnership and approach to wellness. It serves as a model for all hospitals, fitness facilities and businesses throughout the United States.

Partner Profiles

MERCY MEDICAL CENTER – DES MOINES is an 802-bed acute care, not-for-profit Catholic hospital founded by the Sisters of Mercy in 1893. As the city’s longest continually-operating hospital, Mercy has developed a reputation for understanding the health care needs of the communities it serves and providing the best medical, emotional and spiritual care available to patients and their loved ones. With approximately 6,800 employees and a medical staff of 900 physicians and allied health professionals, Mercy is one of the state’s largest employers and one of the Midwest’s largest referral centers.

Situated on three hospital campuses (Main Campus, Mercy West Lakes and Mercy Franklin Center) and more than 40 other outpatient sites. Mercy provides a full range



DAVE VELLINGA
President and CEO, Mercy Medical Center - Des Moines

“This innovative facility allows us to seamlessly integrate our clinical care expertise with fitness activities, education and support services, to help patients, families and members achieve optimal health, ultimately yielding healthier communities.” -DAVE VELLINGA

Mercy Medical Center–Des Moines always has been committed to improving the well-being of the people in the communities it serves, so when we were presented with the idea of partnering with the YMCA of Greater Des Moines to develop a facility that blends Mercy’s medical expertise with the YMCA’s proven fitness methods, we immediately saw the opportunity to provide an innovation in health care delivery that directly responds to recent health care reform legislation.

The Healthy Living Center’s “medically-integrated” approach has been designed and approved by a medical advisory group made up of Mercy physicians and other health care professionals. Together, this team continues to address disease prevention, treatment and chronic disease management. As a result, physicians feel confident referring their

patients to the center and patients and families become active, accountable and engaged participants in their health care.

Mercy’s reputation has been amplified as the statewide health care leader, specifically in prevention-based medical programming—which keeps health care costs down. We are able to refer our patients to the best, most appropriate wellness programs while attracting new, potential patients to the excellent, high quality clinical care offered by the Mercy experts across our organization.

The Healthy Living Center is the cornerstone of the future medical campus. This innovative facility allows us to seamlessly integrate our clinical care expertise with fitness activities, education and support services, to help patients, families and members achieve optimal health, ultimately yielding healthier communities.



VERNON DELPESCE
President/CEO, YMCA of Greater Des Moines

With the YMCA’s national focus on chronic disease prevention and our efforts to impact the overall health of our local community, the Healthy Living Center has truly set us apart. Our unique medically-integrated programs have allowed us to serve many people who would never walk through the doors of one of our other branches. In many cases, we give people hope and give them their lives back. I believe this is YMCA work at its finest.

“The Healthy Living Center has truly set us apart. In many cases, we give people hope and give them their lives back.”

-VERNON DELPESCE



of health care services throughout the metro area. Areas of excellence include heart and heart surgery, cancer and oncology services, birthing and pediatrics, emergency and trauma services, medical imaging, surgery, women’s health services, critical care, neurology, neurosurgery, orthopedics, behavioral medicine and a wide array of specialty and outpatient services unique to Iowa and the region.

YMCA OF GREATER DES MOINES has been serving the greater Des Moines area since 1868, continually evolving to meet the changing needs of the central Iowa community. With seven full facility branches, a program center in Grimes, a student YMCA on the campus of Iowa State University, a residential Y Camp in Boone, and the Healthy Living Center in Clive, the YMCA of Greater Des Moines serves more than 50,000 members.

The mission of the YMCA is to put Christian principles into practice through programs that build healthy spirit, mind, and body for all. Focusing on youth development, social responsibility and healthy living, this mission is accomplished through a wide variety of programs for people of all ages, such as fitness, child care, youth sports, preschool, aquatics, day camp, outdoor education, and supportive housing. Through generous contributions from the community, the YMCA strives to never turn anyone away due to an inability to pay.

HEALTHY LIVING CENTERS OF AMERICA is a pioneer in medically-based wellness and prevention and the creator of the Healthy Living Center concept of care integration.

Since 1989, the founders of HLCA have valued strategic relationships with leading health care providers throughout US markets and have developed more than 2 million square feet of commercial and medical real estate.

The mission of HLCA is to deliver a patient-centered, physician driven, medically integrated and outcomes focused model for health and wellness. HLCA delivers development, operational, financing and ownership solutions to create a supportive environment that ignites the spirit, engages the mind and strengthens the body.

“The Healthy Living Center delivers the complete supportive environment by bringing physicians and health and fitness experts together and removing barriers to inclusive wellness. It’s the venue for initiating a sustainable self-directed regimen for fitness and health.”

-JON GARNAAS



JON GARNAAS
Principal, Healthy Living Centers of America



 **the Y**
YMCA

YMCA OF GREATER DES MOINES
101 Locust St.
Des Moines, IA 50309
515.282.9622
dmymca.org
healthydm.com

 **Mercy**

MERCY MEDICAL CENTER-DES MOINES
1111 6th Avenue
Des Moines, IA 50314
515.247.3121
mercydesmoines.org

 **HealthyLiving**
Centers of America

HEALTHY LIVING CENTERS OF AMERICA
4601 Westown Pkwy, Suite 208
West Des Moines, Iowa 50266
515.645.9692



MEMORANDUM

Date: May 18, 2023

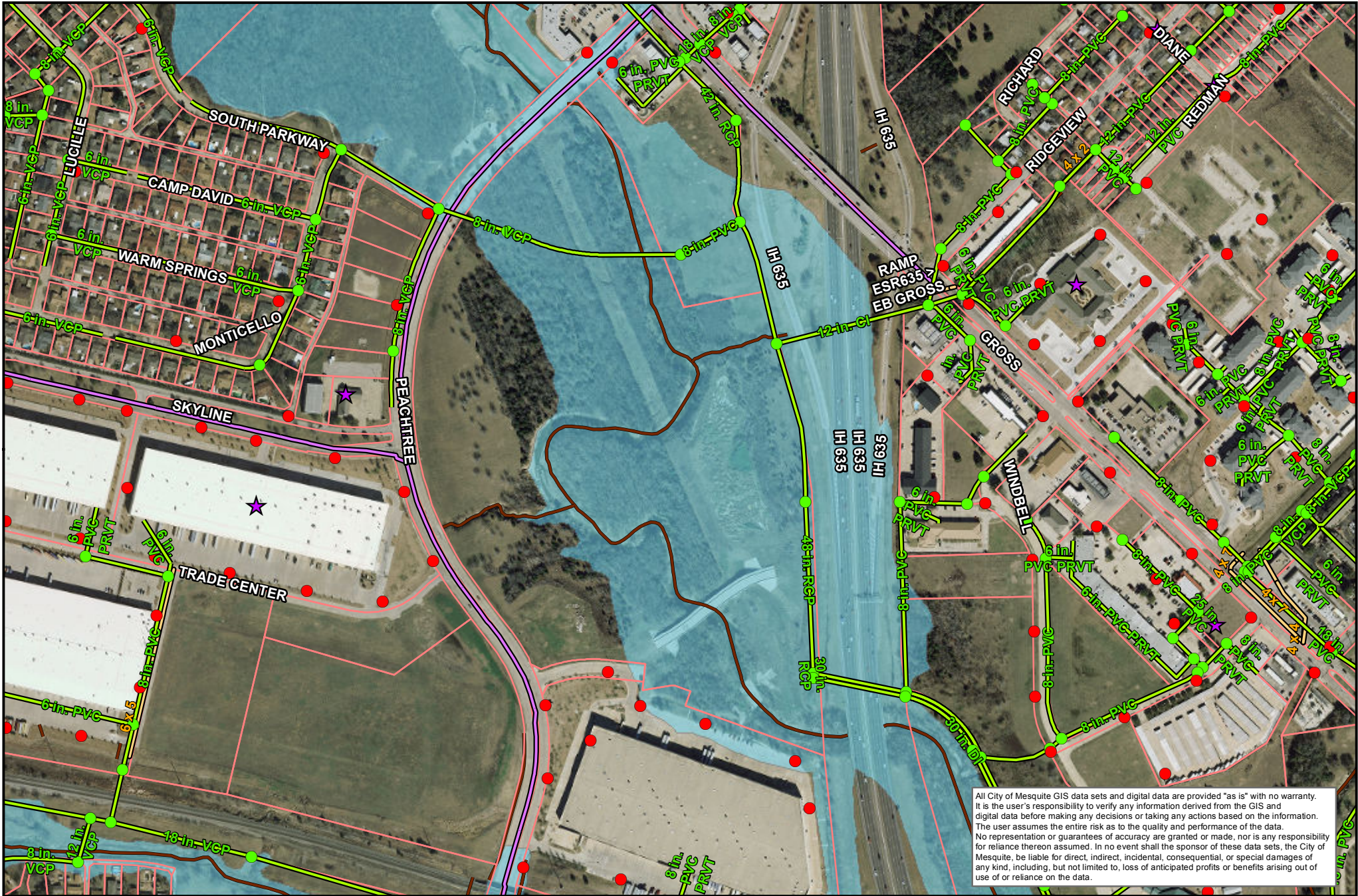
Re: **Verde Centerat Peachtree**
File R0025735.00

To: Jim Ray, Don Criswell

From: Arlyn Samuelson

Jim, per our phone discussions, this memo is in reference to the FEMA process for the referenced development. As you are aware, back in the 2008 timeframe, the City of Mesquite had approved a flood study and construction plans which included grading improvements for reclamation of a portion of the flood plain on the property. The City of Mesquite ordinance typically requires a Conditional Letter of Map Revision (CLOMR) to obtain a development permit for the site work improvements; however, it is our understanding that at that time, a variance was applied for, and granted by the City, that a CLOMR would not be required and no submittals were made to FEMA. Per information we received at our pre-submittal meeting for the plat, current staff is not in agreement and would require the CLOMR prior to placing any fill within the floodplain. However, I also understand the City is imposing a timeline that will likely not be achievable if CLOMR approval is required prior to start of construction. I agree that the CLOMR step is important to minimize risk for all involved. In the interest of time, I would offer a compromise. Recognizing that a variance for the CLOMR was previously granted, maybe you could request that the City make the CLOMR a condition of approval for the improvements rather than a requirement prior to start of construction. In this scenario, if FEMA has comments that require plan revisions, these revisions could be made and implemented prior to finalizing the construction. I believe this would save several months in the ultimate timeline.

Peachtree / Trade Center Area



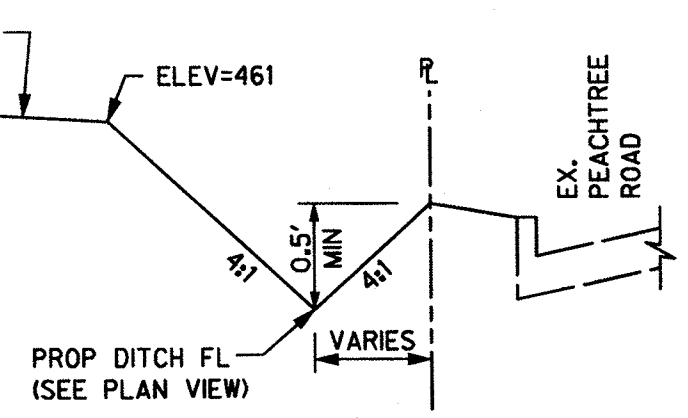
All City of Mesquite GIS data sets and digital data are provided "as is" with no warranty. It is the user's responsibility to verify any information derived from the GIS and digital data before making any decisions or taking any actions based on the information. The user assumes the entire risk as to the quality and performance of the data. No representation or guarantees of accuracy are granted or made, nor is any responsibility for reliance thereon assumed. In no event shall the sponsor of these data sets, the City of Mesquite, be liable for direct, indirect, incidental, consequential, or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the data.

USER: dh2043
 OFFICE: RCH
 PROJECT # 25350
 FILE: 25350 GRAD01.dgn
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 TIME: 3:00:04 PM

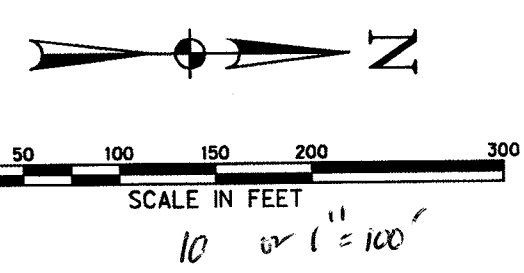
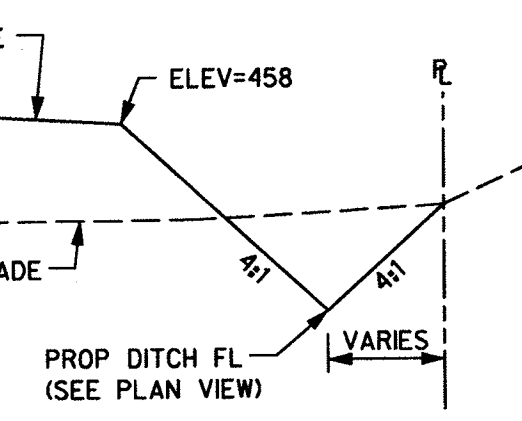
LEGEND

- 45- PROPOSED CONTOUR
- EXISTING CONTOUR
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN
- R.O.W.
- UTILITY EASEMENT
- PROPOSED 100 YEAR FLOODPLAIN PER FEASIBILITY STUDY
- AREA ABOVE PROPOSED 100 YR FLOODPLAIN ELEVATION PER FEASIBILITY STUDY, AFTER COMPLETION OF GRADING
- xxxxx HYDRAULIC FEASIBILITY STUDY CROSS SECTIONS

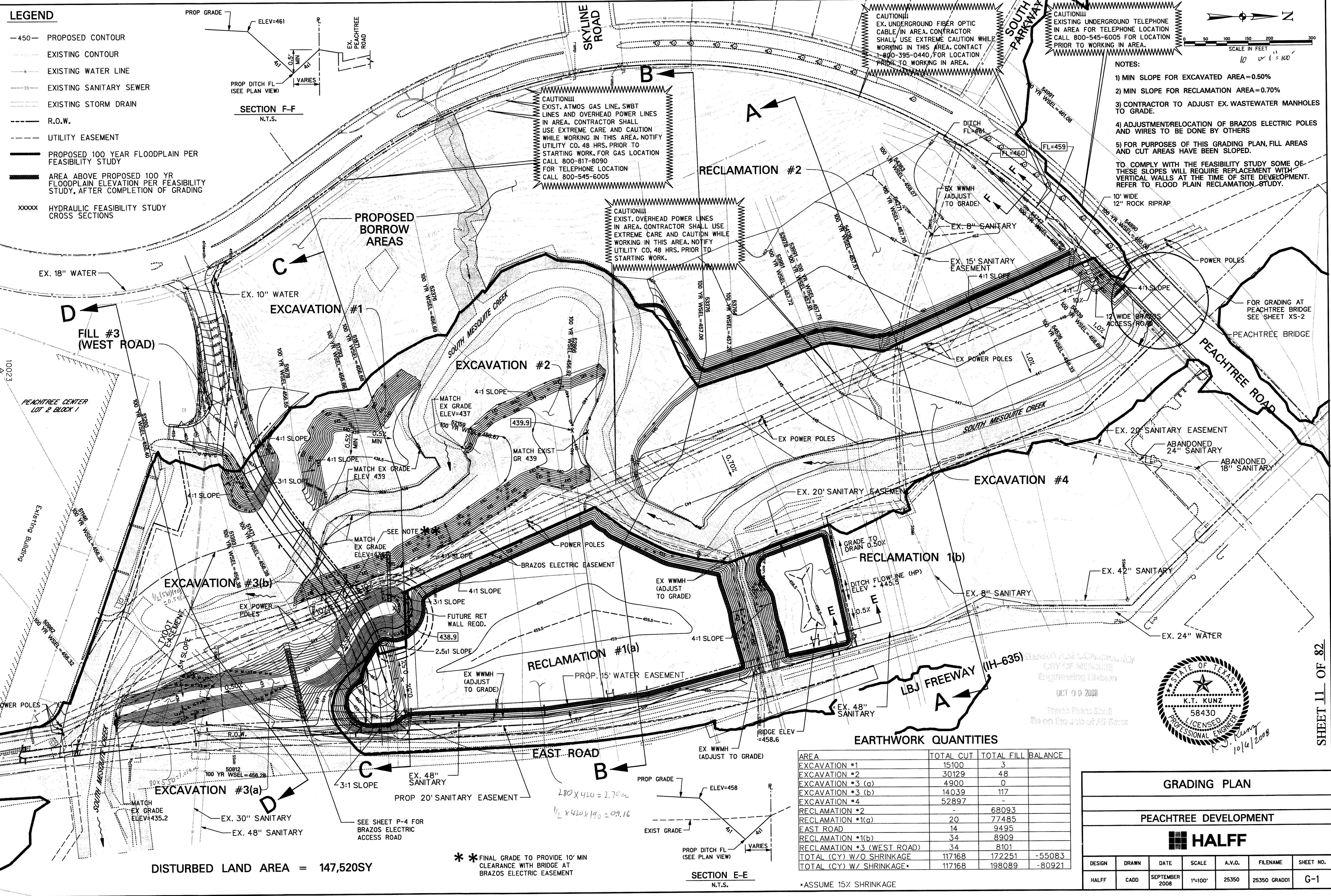
SECTION F-F
N.T.S.



SECTION E-E
N.T.S.



- NOTES:**
- 1) MIN SLOPE FOR EXCAVATED AREA=0.50%
 - 2) MIN SLOPE FOR RECLAMATION AREA=0.70%
 - 3) CONTRACTOR TO ADJUST EX. WASTEWATER MANHOLES TO GRADE.
 - 4) ADJUSTMENT/RELOCATION OF BRAZOS ELECTRIC POLES AND WIRES TO BE DONE BY OTHERS
 - 5) FOR PURPOSES OF THIS GRADING PLAN, FILL AREAS AND CUT AREAS HAVE BEEN SLOPED.
- TO COMPLY WITH THE FEASIBILITY STUDY SOME OF THESE SLOPES WILL REQUIRE REPLACEMENT WITH VERTICAL WALLS AT THE TIME OF SITE DEVELOPMENT. REFER TO FLOOD PLAIN RECLAMATION STUDY.



EARTHWORK QUANTITIES

AREA	TOTAL CUT	TOTAL FILL	BALANCE
EXCAVATION #1	15100	3	
EXCAVATION #2	30129	48	
EXCAVATION #3 (a)	4900	0	
EXCAVATION #3 (b)	14039	117	
EXCAVATION #4	52897		
RECLAMATION #2		68093	
RECLAMATION #1(a)	20	77485	
EAST ROAD	14	9495	
RECLAMATION #1(b)	34	8909	
RECLAMATION #3 (WEST ROAD)	34	8101	
TOTAL (CY) W/O SHRINKAGE	117168	172251	-55083
TOTAL (CY) W/ SHRINKAGE*	117168	198089	-80921

DISTURBED LAND AREA = 147,520SY

* * FINAL GRADE TO PROVIDE 10' MIN CLEARANCE WITH BRIDGE AT BRAZOS ELECTRIC EASEMENT



GRADING PLAN

PEACHTREE DEVELOPMENT

HALFF

DESIGN	DRAWN	DATE	SCALE	A.V.O.	FILENAME	SHEET NO.
HALFF	CADD	SEPTEMBER 2008	1"=100'	25350	25350 GRAD01	G-1

5.17 ac cleared

USER: ah1299

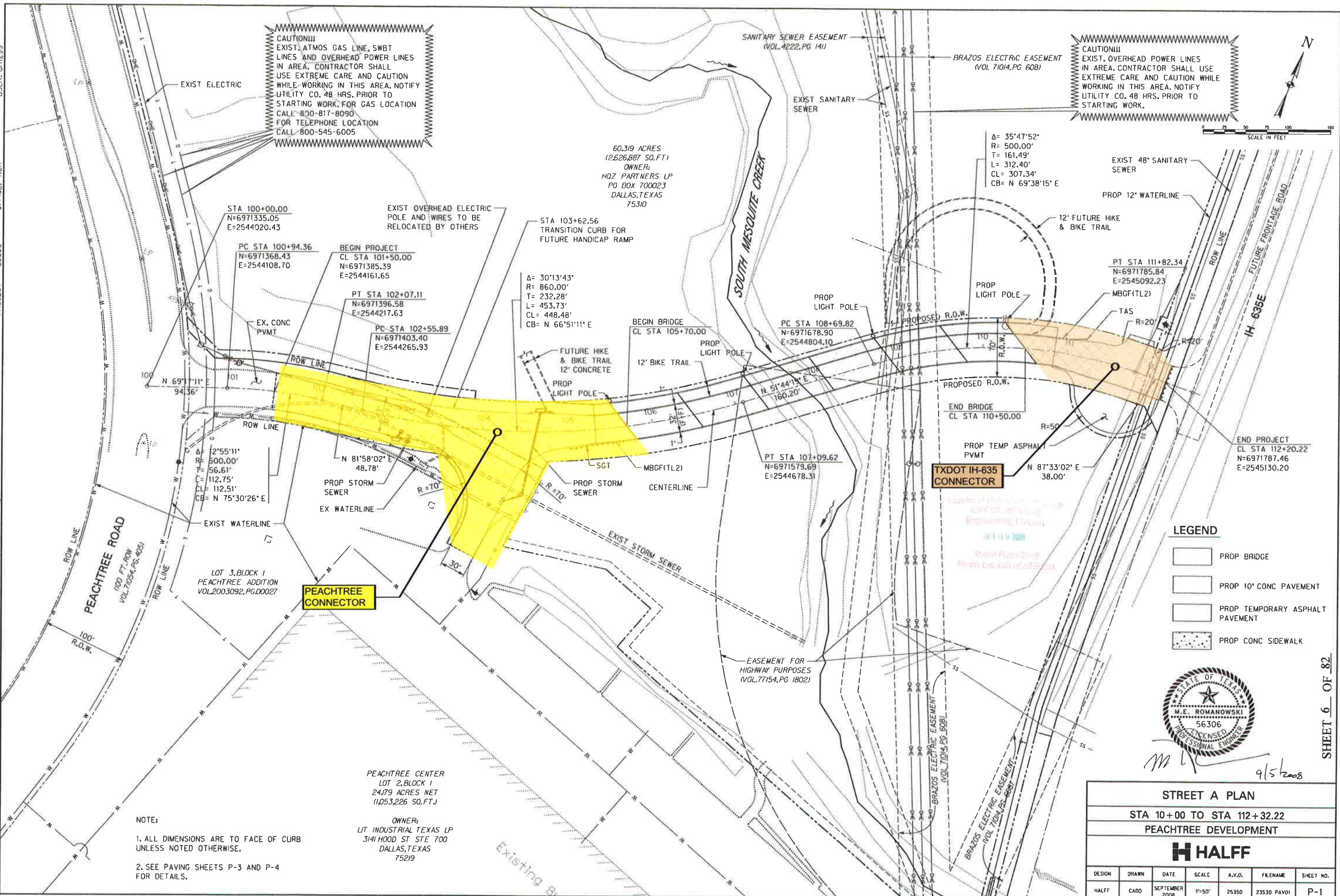
OFFICE: RCH

PROJECT #: 25350

FILE: 25350_PAV_01.dgn

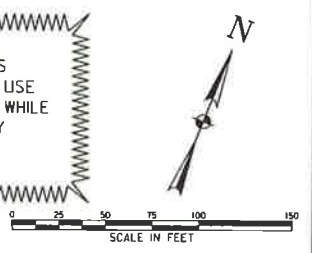
DATE: 9/4/2008

TIME: 5:45:35 PM



CAUTION!!!
 EXIST. ATMOS GAS LINE, SWBT
 LINES AND OVERHEAD POWER LINES
 IN AREA. CONTRACTOR SHALL
 USE EXTREME CARE AND CAUTION
 WHILE WORKING IN THIS AREA. NOTIFY
 UTILITY CO. 48 HRS. PRIOR TO
 STARTING WORK. FOR GAS LOCATION
 CALL 800-817-8090
 FOR TELEPHONE LOCATION
 CALL 800-545-6005

CAUTION!!!
 EXIST. OVERHEAD POWER LINES
 IN AREA. CONTRACTOR SHALL USE
 EXTREME CARE AND CAUTION WHILE
 WORKING IN THIS AREA. NOTIFY
 UTILITY CO. 48 HRS. PRIOR TO
 STARTING WORK.



60.319 ACRES
 (2,626,887 SQ.FT)
 OWNER:
 HQZ PARTNERS LP
 PO BOX 700023
 DALLAS, TEXAS
 75310

STA 100+00.00
 N=6971335.05
 E=2544020.43

PC STA 100+94.36
 N=6971368.43
 E=2544108.70

BEGIN PROJECT
 CL STA 101+50.00
 N=6971385.39
 E=2544161.65

PT STA 102+07.11
 N=6971396.58
 E=2544217.63

PC STA 102+55.89
 N=6971403.40
 E=2544265.93

$\Delta = 30^{\circ}13'43''$
 $R = 860.00'$
 $T = 232.28'$
 $L = 453.73'$
 $CL = 448.48'$
 $CB = N 66^{\circ}51'11'' E$

BEGIN BRIDGE
 CL STA 105+70.00

PC STA 108+69.82
 N=6971678.90
 E=2544804.10

PT STA 107+09.62
 N=6971579.69
 E=2544678.31

$\Delta = 35^{\circ}47'52''$
 $R = 500.00'$
 $T = 161.49'$
 $L = 312.40'$
 $CL = 307.34'$
 $CB = N 69^{\circ}38'15'' E$

EXIST 48" SANITARY
 SEWER

PROP 12" WATERLINE

12' FUTURE HIKE
 & BIKE TRAIL

PT STA 111+82.34
 N=6971785.84
 E=2545092.23

MBGF(TL2)

TAS

R=20'

R=20'

END PROJECT
 CL STA 112+20.22
 N=6971787.46
 E=2545130.20

$\Delta = 12^{\circ}55'11''$
 $R = 500.00'$
 $T = 56.61'$
 $L = 112.75'$
 $CL = 112.51'$
 $CB = N 75^{\circ}30'26'' E$

N 81°58'02" E
 48.78'

PROP STORM
 SEWER

EX WATERLINE

PEACHTREE
 CONNECTOR

LOT 3, BLOCK 1
 PEACHTREE ADDITION
 VOL. 2003092, PG. 00027

PEACHTREE CENTER
 LOT 2, BLOCK 1
 24,79 ACRES NET
 (1,053,226 SQ.FT.)

OWNER:
 LIT INDUSTRIAL TEXAS LP
 3141 HOOD ST STE 700
 DALLAS, TEXAS
 75219

NOTE:
 1. ALL DIMENSIONS ARE TO FACE OF CURB
 UNLESS NOTED OTHERWISE.
 2. SEE PAVING SHEETS P-3 AND P-4
 FOR DETAILS.

TXDOT IH-635
 CONNECTOR

LEGEND

- PROP BRIDGE
- PROP 10' CONC PAVEMENT
- PROP TEMPORARY ASPHALT PAVEMENT
- PROP CONC SIDEWALK



9/5/2008

STREET A PLAN						
STA 10+00 TO STA 112+32.22						
PEACHTREE DEVELOPMENT						
HALFF						
DESIGN	DRAWN	DATE	SCALE	A.V.O.	FILENAME	SHEET NO.
HALFF	CADD	SEPTEMBER 2008	1"=50'	25350	23530_PAV01	P-1

SHEET 6 OF 82

To: Jim Ray
CC: Mark Lorange, PE
From: Danny Everett, PE
Date: 4/20/2023
Re: Verde Towne Center

Dear Mr. Ray,

Per your request I am sending this memo to recap a call I had with the TxDOT Dallas District, April 10th concerning the Verde Towne Center development. In discussing the development with TxDOT here are the items discussed:

- The proposed southbound frontage road construction adjacent to Verde Towne Center.



- TxDOT commented that FHWA would not allow a discontinuous frontage road. The proposed southbound frontage road would need to begin and end at logical termini. The frontage road would need to connect Gross Road south to Military Parkway.
- The proposed southbound frontage road would cross over the UPRR rail line. This will require coordination with both TxDOT and UPRR.
 - An Exhibit A for the bridge over would need to be approved by UPRR. This process can take 12 to 24 months for approval.
- TxDOT mentioned that in coordination with FHWA they may require the northbound frontage road be constructed along with the southbound frontage between the same limits.
- TxDOT was not sure if an Interstate Access Justification Report (IAJR) may be required. However, we will attempt to work with the design as not to affect the existing ramps from IH 635 in an attempt to negate the need for the IAJR. This would need to be approved by TxDOT and FHWA.
- To date there is not any planning for improvements south of US 80 that would include any frontage roads along IH 635. Therefore, the improvements for the frontage road(s) in this area will need to be design and constructed in partnership with TxDOT.
 - We will need to complete the Frontage Road Request Form.
 - Develop a funding agreement with all parties involved.
 - Coordinate with TxDOT and NCTCOG to investigate funding options.



2801 Network Blvd, STE 800, Frisco, Texas 75034

- With this type of project there will most likely be a “local match” component with the interested entities providing a portion of the project funding. There will need to be a funding agreement executed with TxDOT detailing that participation. In my past dealings with projects like this any preliminary engineering and engineering design have been put towards whatever that “local match” might be.
- The other alternative is the no-build option of the southbound frontage road. Access to the development would be off Gross Road and N. Peachtree Blvd. with circulation through the development roadways.

As CobbFendley will be performing the Traffic Impact Analysis and TxDOT coordination for the frontage road(s) and tie in, we would suggest having Cobb Fendley perform the design of the frontage road(s) should that be the direction to proceed. Based on the information above, we recommend setting up a meeting with the development partners, TxDOT and the City of Mesquite to determine to appropriate approach to move the project forward.

Sincerely,

A handwritten signature in blue ink that reads "Danny Everett, P.E." with a stylized flourish at the end.

Danny Everett, PE

USER: ch1854

OFFICE: RCH

PROJECT # 25350

FILE: 25350 COVR.dgn

TIME: 2:15:37 PM

DATE: 1/30/2009

CONSTRUCTION PLANS

FOR

ROADWAY, WATER, BRIDGE AND FLOODPLAIN RECLAMATION

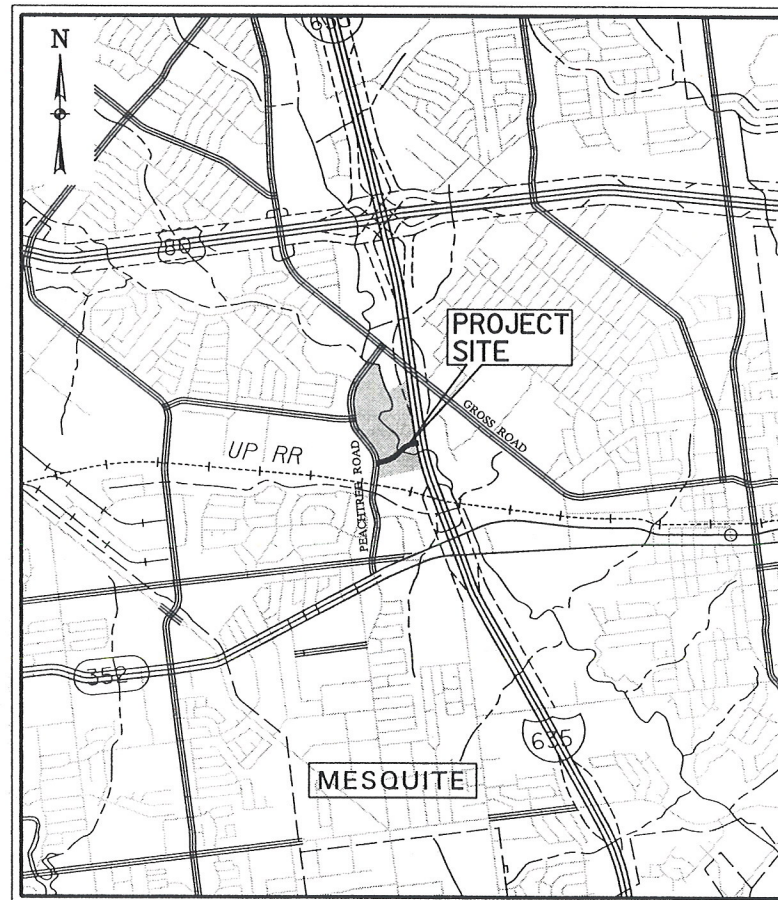
PEACHTREE TOWNE CENTER DEVELOPMENT

MESQUITE, TEXAS

JANUARY 2009

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5	TS-1	TYPICAL PAVING SECTIONS
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47	ESD-1	ELECTRICAL SCHEDULES AND DETAILS
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51	BAS-C	BRIDGE APPROACH SLAB
52	BL	BRIDGE LIGHTING DETAILS
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54 - 55	IBD	PRESTRESSED CONCRETE I-BEAM DETAILS
56 - 57	IBEB	ELASTOMERIC BEARING AND BEAM END DETAILS
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70, 70A	TYPE B3(MOD)	BICYCLE RAIL
71	BS-EJCP	BRIDGE SIDEWALK EXPANSION JOINT COVER PLATE
72	BED-03	BRIDGE END DETAILS
73	MBGF (TL2)-05	METAL BEAM GUARD FENCE TRANSITION
74	MBGF-03A	METAL BEAM GUARD FENCE
74A	SGT(7)-03A	SINGLE GUARDRAIL TERMINAL
75	MH-M	MANHOLE TYPE M
76	SETP-PD	SAFETY END TREATMENT
CITY OF MESQUITE STANDARDS		
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78		PAVING SHEET TWO
79		PAVING SHEET THREE
80		PAVEMENT MARKINGS AND SIGNAGE
81		STANDARD AND RECESSED INLETS
82		WATER SHEET ONE



LOCATION MAP - NOT TO SCALE

LANG AND COMPANY
P.O. BOX 700023
DALLAS, TX 75370
214-215-8483

RELEASED FOR CONSTRUCTION
CITY OF MESQUITE
Engineering Division

FEB 09 2008

These Plans Shall
Be on the Job at All Times



REVISIONS:

△ BRIDGE AESTHETICS ADDED, RAIL
CHANGED, CHK, 1/30/09



1201 NORTH BOWSER ROAD, RICHARDSON, TEXAS 75081 (214) 346-6200

AVO 25350

JANUARY 2009

SHEET 1 OF 82

USER: ch2043
OFFICE: RCH
PROJECT # 25350
FILE: 25350 COVR.dgn
TIME: 8:47:37 AM
DATE: 9/25/2008

CONSTRUCTION PLANS

FOR

ROADWAY, WATER, BRIDGE AND FLOODPLAIN RECLAMATION

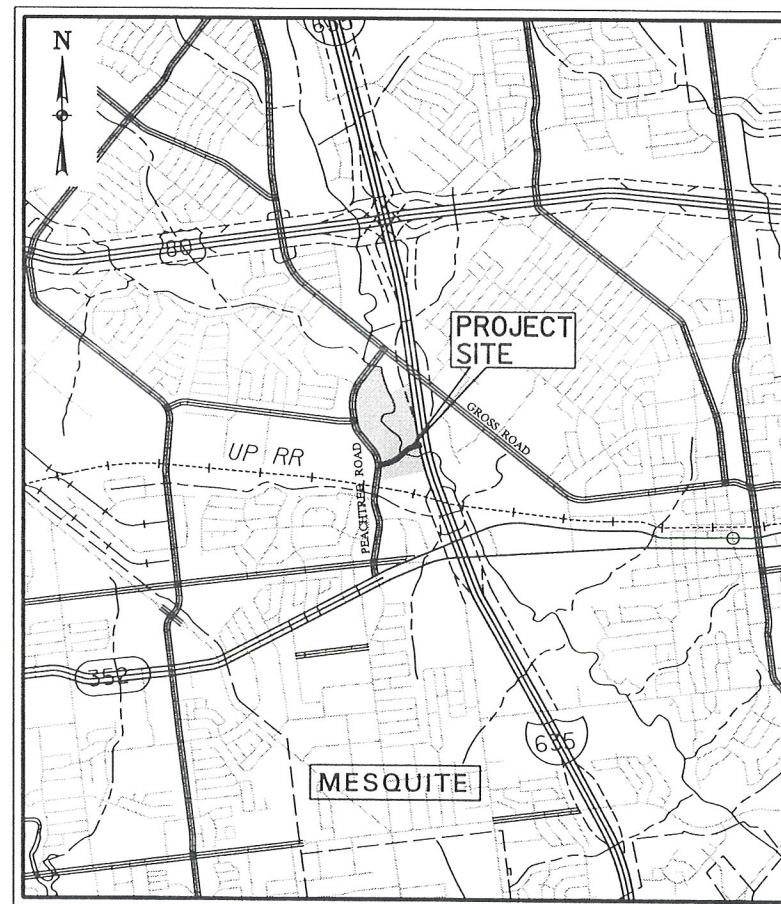
PEACHTREE TOWNE CENTER DEVELOPMENT

MESQUITE, TEXAS

SEPTEMBER 2008

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56 - 57	IBEB	ELASTOMERIC BEARING AND BEAM END DETAILS
58	IBMS	MISCELLANEOUS SLAB DETAILS
59	IBTS	THICKENED SLAB END DETAILS
60	MEBR (C)	MINIMUM ERECTION AND BRACING REQUIREMENTS
61 - 64	PCP	PRESTRESSED CONCRETE PANELS
65 - 66	PMDF	PERMANENT METAL DECK FORMS
67	SEJ-A	SEALED EXPANSION JOINT TYPE A
68 - 69	TYPE C203 (MOD)	COMBINATION RAIL
70	TYPE PR1(MOD)	PEDESTRIAN RAIL
71	BS-EJCP	BRIDGE SIDEWALK EXPANSION JOINT COVER PLATE
72	BED-03	BRIDGE END DETAILS
73	MBGF (TL2)-05	METAL BEAM GUARD FENCE TRANSITION
74	MBGF-03A	METAL BEAM GUARD FENCE
74A	SGT(T)-03A	SINGLE GUARDRAIL TERMINAL
75	MH-M	MANHOLE TYPE M
76	SETP-PD	SAFETY END TREATMENT
CITY OF MESQUITE STANDARDS		
77		PAVING SHEET ONE
78		PAVING SHEET TWO
79		PAVING SHEET THREE
80		PAVEMENT MARKINGS AND SIGNAGE
81		STANDARD AND RECESSED INLETS
82		WATER SHEET ONE



LOCATION MAP - NOT TO SCALE

LANG AND COMPANY
P.O. BOX 700023
DALLAS, TX 75370
214-215-8483

RELEASED FOR CONSTRUCTION
CITY OF MESQUITE
Engineering Division

OCT 09 2008

These Plans Shall
Be on the Job at All Times



1201 NORTH BOWSER ROAD, RICHARDSON, TEXAS 75081 (214) 346-6200

Mike Rozelle <mrozelle@cityofmesquite.com>

February 24, 2014 5:45 PM

To: Tom Palmer <tpalmer@cityofmesquite.com>, Matt Holzapfel <mholzapf@cityofmesquite.com>, Jeff Armstrong <jarmstro@cityofmesquite.com>, Jerry Dittman <jdittman@cityofmesquite.com>

Cc: "Jimlang41" <jimlang41@aol.com>, "Jim Ray" <jimray@theverdegroupp.us.com>

RE: Peachtree Towne Center Project Status

Plans for Roadway, Water, Bridge and Floodplain Reclamation were released October 9, 2008. Construction continued until about April 2010. The bridge is essentially complete with the exception of electrical wiring for the lighting. The approach slab has been completed on the west side of the bridge, but not the east. Underground storm and the water line for the connecting roadways has not been started. The plans have **not** been officially expired, so technically, the plans are still in effect. There are various other administrative approvals that will need to be updated if the ownership has changed from HQZ Partners or if the contractor has changed from BRB:

- Grading Permit – Paid by HQZ, never forfeited, may need to issue new permit if HQZ is not involved, and refund \$6,500 deposit to HQZ and get new deposit. We cannot refund one without the new grading permit in place.

- Additional Inspection Fee (Fee was only paid for an initial phase including the bridge.)

- TCEQ Construction Stormwater Permit, Need updated NOI's and CSN's and updated SWPPP

- Need updated OSHA notifications

- Need to check status of TDLR for ADA compliance

- Need to confirm status of Oncor approval of electrical for bridge lighting.

- Need to confirm approval status with Brazos County Electric on pole relocations.

- Need to confirm approval status with TXDOT on work in drainage easement.

- Need a pre-construction meeting with any new parties involved in construction.

- A CLOMR was waived through the drainage variance process. The work would not have required a CLOMR under FEMA requirements.

- The current project fell under a Linear Transportation Project and did not require individual permitting at that time. Need to verify if Corps rule changes apply for extensive grading in the floodplain area.

- A LOMR is required once the bridge and reclamation is complete.

Please let me know if you have any questions.

Mike Rozelle, P.E., CFM
Senior Civil Engineer
City of Mesquite
972-216-6432
mrozelle@cityofmesquite.com

From: Tom Palmer
Sent: Friday, February 14, 2014 4:06 PM
To: Mike Rozelle; Matt Holzapfel; Jeff Armstrong; Jerry Dittman
Cc: 'Jimlang41'; 'Jim Ray'
Subject: Peachtree Towne Center Project Status

The developers of the project, who are copied on this email, have indicated that things are progressing nicely and that they want to be able to start pushing dirt soon. I have informed them that prior to anything happening permits would be needed but they indicated that they have the required permits for some of the utility work already. The project started before our current process and it is possible that permits had been issued but please verify so that there are no surprises to the developers or the City.

Please respond TO ALL so that everyone remains in the knowledge loop. Thanks!

Tom Palmer
Manager of Economic Development

City of Mesquite
Real. Texas. Flavor.
972-216-6340 direct
tpalmer@cityofmesquite.com

Westwood

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS CIVIL ENGINEERING INFRASTRUCTURE COSTS PHASE 4

DATE: 5/11/2021

PROJECT NAME: VERDE CENTER AT PEACHTREE

CLIENT: LANG AND COMPANY

PROJECT NO.: R0025735.00

SUMMARY-PHASE 4 RECLAMATION (TRACTS A & B)

Description	Totals	% of Costs
STORM SYSTEM-HOTEL AREA	\$ 312,549.30	11.42%
12" WATER-EAST PROPERTY LINE	\$ 233,545.68	8.53%
GRADING IMPROVEMENTS	\$ 545,327.50	19.92%
EROSION CONTROL	\$ 1,130,578.00	41.30%
<i>SUB-TOTAL:</i>	\$ 2,222,000.48	81.17%
<i>ENGINEERING & SURVEYING:</i> 12%	\$ 266,640.06	9.74%
<i>CONTINGENCIES:</i> 10%	\$ 248,864.05	9.09%
TOTAL CONSTRUCTION COSTS:	\$ 2,737,504.59	100.0%

*** WESTWOOD'S OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN REPRESENT WESTWOOD'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE INDUSTRY. HOWEVER, SINCE WESTWOOD HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, SERVICES FURNISHED BY OTHERS, THE CONTRACTOR'S METHOD OF DETERMINING PRICES, COMPETITIVE BIDDING OR MARKET CONDITIONS, WESTWOOD CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL INDIVIDUAL OR TOTAL CONSTRUCTION COST WILL NOT VARY FROM THE OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED BY WESTWOOD HEREIN. ***

Westwood

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS CIVIL ENGINEERING INFRASTRUCTURE COSTS ROADWAY IMPROVEMENTS

DATE: 5/11/2021

PROJECT NAME: VERDE CENTER AT PEACHTREE

CLIENT: LANG AND COMPANY

PROJECT NO.: R0025735.00

SUMMARY-ROADWAY IMPROVEMENTS

	Totals	% of Costs
CONNECTION TO PEACHTREE ROAD	\$ 415,921.59	23.00%
CONNECTION TO IH-635	\$ 143,210.65	7.92%
SHARED ACCESS ROAD	\$ 182,076.79	10.07%
BACKAGE ROAD & ROUNDABOUT	\$ 726,883.47	40.19%
<i>SUB-TOTAL:</i>	\$ 1,468,092.50	81.17%
<i>ENGINEERING & SURVEYING:</i> 12%	\$ 176,171.10	9.74%
<i>CONTINGENCIES:</i> 10%	\$ 164,426.36	9.09%
TOTAL CONSTRUCTION COSTS:	\$ 1,808,689.96	100.0%

*** WESTWOOD'S OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN REPRESENT WESTWOOD'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE INDUSTRY. HOWEVER, SINCE WESTWOOD HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, SERVICES FURNISHED BY OTHERS, THE CONTRACTOR'S METHOD OF DETERMINING PRICES, COMPETITIVE BIDDING OR MARKET CONDITIONS, WESTWOOD CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL INDIVIDUAL OR TOTAL CONSTRUCTION COST WILL NOT VARY FROM THE OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED BY WESTWOOD HEREIN. ***



December 15, 2016

Mr. Jim Lang
Lang and Company, LLC.
201 East Arapaho Road
Suite 100
Dallas, TX 75370

Re: IH 635 Frontage Road Opinion of Probable Construction Cost
Peachtree Development
Mesquite, Texas

Dear Mr. Lang,

Per your request, attached are the opinions of probable construction cost (OPCC) for the completion of the four separate proposed roadway improvements within and around the Peachtree Development site. The opinions of probable construction cost included are the following:

1. IH 635 New Frontage Road and Realigned Entrance Ramp: \$2,708,000
2. Proposed Shared Dedicated Access Street: \$245,000
3. Proposed Dedicated Two-Way Backage Road and Roundabout: \$942,000
4. Proposed Bridge Connection: \$306,000
5. Additional Offsite Schematic Design Requirements: \$464,000

Also attached is the overall conceptual roadway improvement layout which highlights the location of each segment and that was used as reference for the completion of the opinions of probable construction cost.

The attached opinions of probable construction cost are based on the information known to the Engineer at this time and represent only the Engineers judgment as a design professional. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

If you have any questions or need additional information, please contact me at (972) 776-1782.

Sincerely,

Jorge L. Simbaqueba, P.E.



PRELIMINARY
 FOR REVIEW ONLY
 Not for construction, bidding,
 or permit purposes.
Kimley»Horn
 Engineer: JORGE L. SIMBAQUEBA
 P.E. No. 124236 Date: 12/15/2016

IH 635 FRONTAGE ROAD AT
 THE VERDE CENTER MESQUITE, TX

PREPARED BY:
Kimley»Horn
 12750 MERIT DRIVE, SUITE 1000, DALLAS, TX. 75251
 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

City of Mesquite 2019 Engineering Design Manual is available on-line at City website, (www.cityofmesquite.com)

Per City of Mesquite 2019 Engineering Design Manual, a Traffic Impact Analysis (TIA) will be required for this project. Provide a preliminary trip general assessment based on ITE current edition of Trip Generation Manual. Contact Eric Galt, P.E., Manager of Traffic Engineering at (972) 329-8535 | egalt@cityofmesquite.com for further information and to determine the scope of the study. The TIA shall be submitted concurrently with the site plan.

Per City of Mesquite 2019 Engineering Design Manual, show, using Auto TURN or similar, how the largest expected vehicle - including fire engine and sanitation truck - will ingress/egress and negotiate through the site. Contact the following staff member for fire engine template: Alfred Paster | Fire Deputy Chief | Fire Prevention Mesquite Fire Department (972) 216-6311 | apaster@mesquitefire.org

Show required visibility triangles on all driveway intersections per City of Mesquite 2019 Engineering Design Manual on site plan and landscaping plan. In addition, adequate vertical site distance must also be established per AASHTO standards.

If required, the cost and design of any additions to or modifications of the existing traffic signal is the responsibility of the developer.

City of Mesquite 2019 Engineering Design Manual requires a minimum left-turn lane storage length of 150 feet, transition lane length (usually, approximately 100 feet), and R250' magnitude reverse curves for the transition lane tapers. Show the numerical values for these proposed median island modifications.

Per Design Manual, median openings shall be a minimum of 20 feet wider than the width of the driveway throat width which they are serving. Regardless of driveway width, the minimum length of a full median opening shall be 60 feet and shall accommodate all the turning maneuvers of the design vehicle for which the driveway is designed.

Design median noses per the Design Manual and City Standard Details.

Per City of Mesquite 2019 Engineering Design Manual, for an arterial street driveway:
1. The minimum and maximum driveway widths are, respectively, 30 and 40 feet. Show width for proposed driveway.
2. The minimum curb return radius is R20' for an arterial street driveway. Show the magnitude of the curb return radii on proposed driveways.
3. The minimum spacing between arterial street driveways is 150 feet. Show distance between all driveways.
4. The minimum intersection corner clearance for an arterial driveway to an arterial intersection is 150 feet. Show this distance.

Show location of dumpsters. The Engineering Design Manual lists the following requirements:
1. A sanitation truck drive path must be identified on the site plan.
2. This path must have a minimum width of 14 feet, a minimum outside turning radius of 52 feet, and a minimum unobstructed space of 50 feet in front of the dumpster.
3. Dumpster is located and oriented to prevent viewing inside the enclosure.
4. No more than 50 feet of backing by the sanitation truck to service the dumpster.
5. Sanitation truck cannot back onto a public street while servicing the dumpster.

Is this needed? Parking calculations were not provided for the other tracts. Are you proposing a different calculation than what is in PD No. 3967.

TRACT C-2 PARKING CALCULATIONS

RESIDENCES	144 UNITS @ 1.0 PER UNIT	180 SPACES
AMENITY CENTER	4,400 SF @ 1,300	15 SPACES
RETAIL	4,500 SF @ 1,250	18 SPACES
RESTAURANT / DINER	6,500 SF @ 1,100	65 SPACES
REQUIRED		278 SPACES
PROVIDED		293 SPACES

Median island cut will not be allowed. This driveway will be right-in/right-out only.

Comments in the yellow text boxes are from Engineering and Traffic Engineering. These comments will need to be addressed during the site plan. The approval of the concept plan does not waive requirements from the Engineering Design Manual. The comments in the purple text boxes are from Planning and will need to be addressed before scheduling the public hearings and preparing an ordinance. Planning staff advise the applicant to review the current PD language in PD No. 4695 and No. 3967 to determine if they want to request any other amendments to the PD.

PD No. 3967 only allow four rows of spaces between the building and the ROW if the building height exceeds two stories. Will the medical office building be 3 stories or more? If not, amending parking regs in the PD may need to be requested.

Identify the height and size of each building. Staff is willing to add language in the PD to allow some modifications to the buildings without requiring a PD amendment in the future provided that applicable development regulations are met.

What type of residential uses are these? The current PD does not allow multifamily.

Drive-through facilities are not permitted in the current PD. Are you wanting to add this as a permitted use?

Revisions to the FEMA regulated floodplain will require a CLOMR. Flood study must demonstrate no loss of valley storage and no net rise of BFE. Consultant should verify that water and sewer main capacities can accommodate proposed development.

What type of hotel is this? Limited hotels are not permitted in the current PD. General service hotel is permitted if it has a minimum of 150 rooms and meets the requirements of 3-506 of the Mesquite Zoning Ordinance. If it is not a General Service Hotel, then it is considered a limited service hotel.

The following notes will need to be added to the concept plan.
This Planned Development (PD) Concept Plan is for illustrative purposes only and subject to meeting all development regulations of the City as amended and the development standards within the PD. This PD Concept Plan, along with development regulations, is intended to describe the intent of the PD. Significant deviations from this PD Concept Plan, as determined by the Director of Planning and Development Services, will require an amendment to the PD Concept Plan and, as necessary, the development regulations.

The thoroughfare, driveway, and median alignments shown on this PD Concept Plan are for illustration purposes and does not set the alignment or location. The alignments are determined at the time of the site plan in accordance with City's development regulations including the Mesquite's Engineering Design Manual, as amended.

All current development requirements of the City as amended shall be met unless approved otherwise within the Planned Development ordinance.

Unlikely TxDOT will approve driveway location on ramp. TxDOT driveway permit will be required. TxDOT controls the spacing and location of the proposed driveway, while the City controls the driveway width (30' min, 40' max) and curb return magnitude (min R20').

VERDE AT PEACHTREE_MESQUITE, TX _ CONCEPT MASTER PLAN

THIS DRAWING IS FOR PRELIMINARY REFERENCE PURPOSES ONLY _ NOT TO BE USED FOR PERMITTING OR CONSTRUCTION



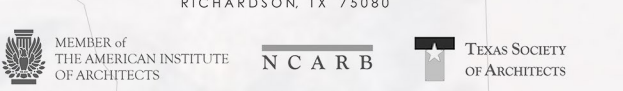
SCALE _ 1" = 100' @ 24"x36" FORMAT



KILLIAN

STUDIO OF ARCHITECTURE

WWW.KILLIAN.COM
TEL 214.457.3452 | EMAIL: KILLIAN@KILLIAN.COM
3400 N CENTRAL EXP | STUDIO 110-357
RICHARDSON, TX 75080



**Verde Center at Peachtree
Medical Campus, Mesquite, Texas
Twenty-Five Year Economic, Employment and
Tax Revenue Impact Analysis**

*Executive Summary
August 25, 2015*



Prepared for:
Medical Campus Group, LLC
201 East Arapaho, Suite 100
Richardson, Texas 75081

Prepared by:
Insight Research Corporation
P.O. Box 61, Allen, Texas 75013
(972) 238-8838



**INSIGHT RESEARCH
CORPORATION**

**Verde Center at Peachtree, Medical Campus
Twenty-Five Year Analysis of Economic, Employment and
Tax Revenue Impact, Mesquite, Texas**

Executive Summary

August 25, 2015

BACKGROUND AND PROJECT DESCRIPTION

In 2008, HQZ partners acquired approximately 60 acres at I-635 and Peachtree from the City of Mesquite for use as a medical campus. In 2013, MCG contracted with HQZ to develop the property. MCG proposes to begin construction of the Verde Center at Peachtree medical complex in two phases, with Phase One to begin in 2015, and Phase Two expected in 2019.

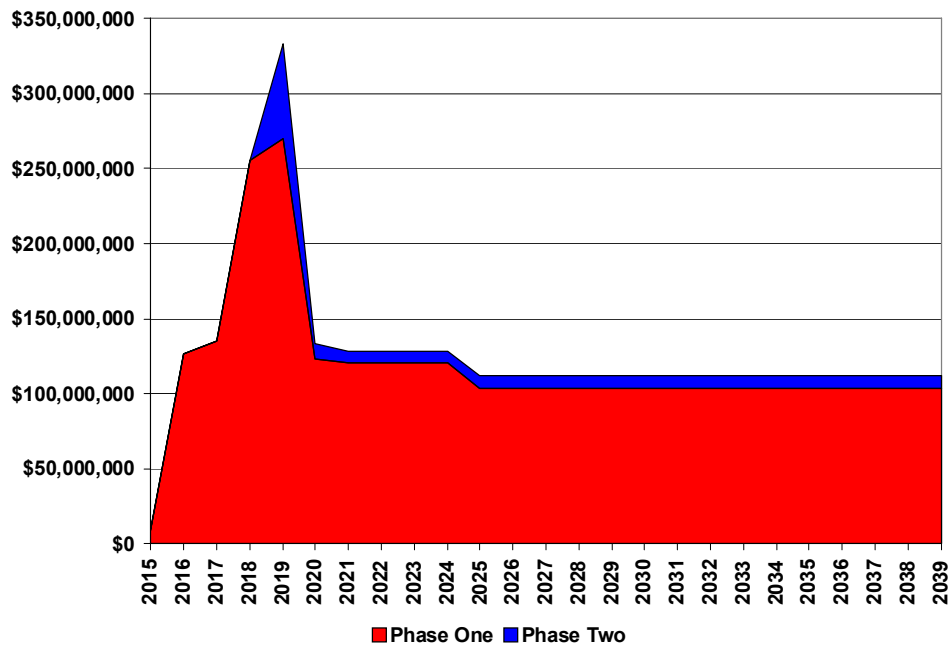
Approximately 35 buildable acres and 25 acres of future open space, parks, walkways and attractive water features are included in a new design focused on medical service delivery. Included in plans for the full build-out of the Verde Center are a medically related hotel; diagnostic, fitness and well-being centers; an acute care hospital tower; retail stores and restaurants, and residential uses for independent and assisted living, memory care, and urban center design, as follows:

	Phase One	Phase Two	Totals	Construction Cost
Summary of Square Footage				
Medical Facilities	301,000		301,000	\$95,525,000
Retail	10,000		10,000	\$1,250,000
Garden Office		16,000	16,000	\$1,920,000
Restaurant	6,250	8,000	14,250	\$3,232,500
Fitness	40,000		40,000	\$8,000,000
Total	357,250	24,000	381,250	\$109,927,500
Summary of Units				
Hotel Rooms	128		128	\$10,240,000
Residential	177		177	\$21,000,000
Urban Residential		244	244	\$24,400,000
Additional Parking	0	0	430	\$4,175,300
Total Units	305	244	979	\$59,815,300
Infrastructure				\$33,430,000
GRAND TOTAL				\$203,172,800

FINDINGS OF ECONOMIC, EMPLOYMENT AND TAX REVENUE IMPACT

**Verde Center at Peachtree Medical Campus
Economic Impact, Cumulative 2015 through 2039: **\$3.2 Billion****

Phase One	\$2,953.1	Million
Phase Two	\$228.8	Million
TOTAL	\$3,182.0	Million

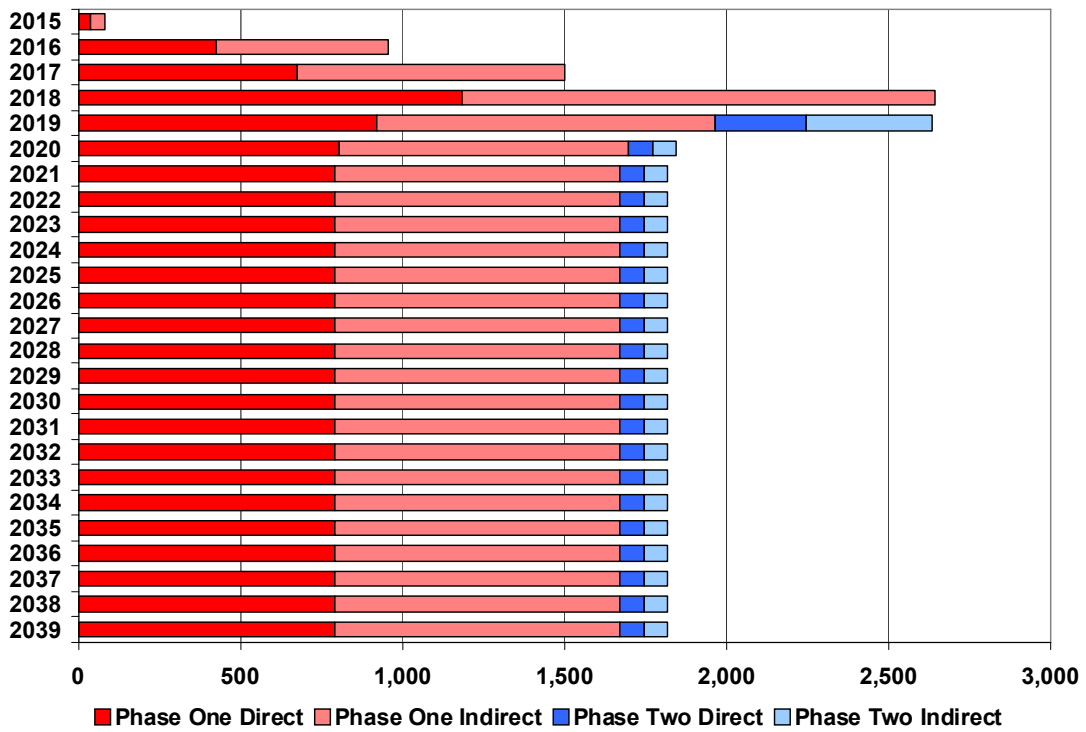


**Verde Center at Peachtree Medical Campus
Employment Impact, 2015 through 2039**

**867 New On-site Jobs, 953 Indirect Jobs
Total of 1,820 New FTE Positions**

Annual Jobs at Full Development, Stabilizing in 2021

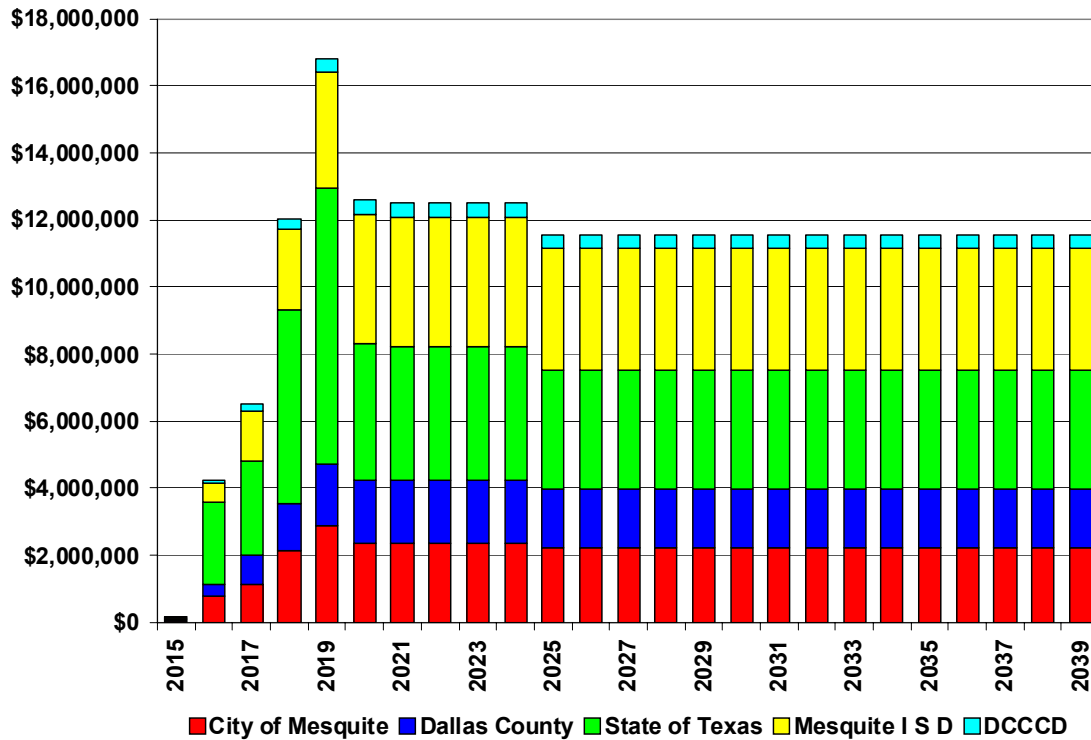
	Direct	Indirect	Total
Phase One	794	879	1,673
Phase Two	73	74	147
TOTAL	867	953	1,820



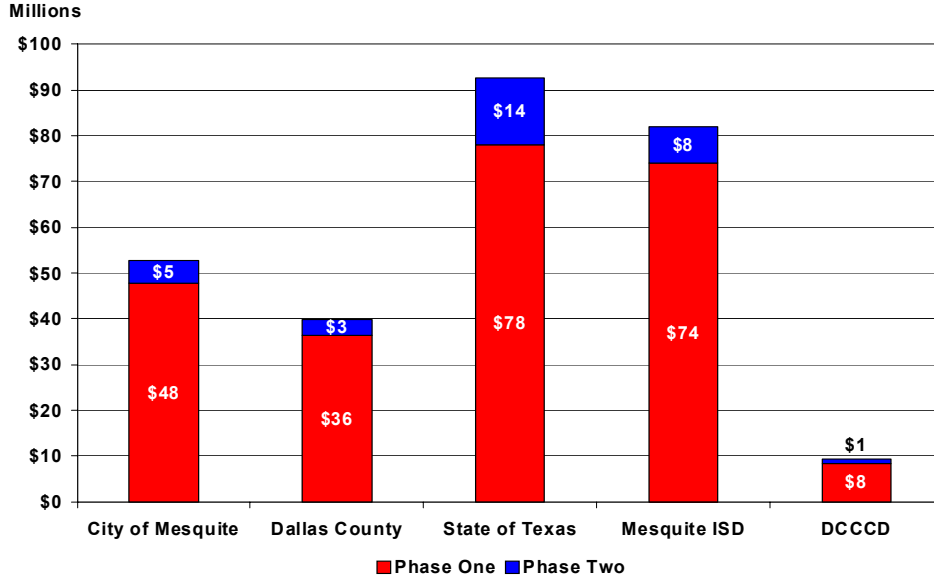
**Verde Center at Peachtree Medical Campus
Employment Impact, 2015 through 2039**

**Cumulative Tax Revenue Impact
2015 through 2039: *\$275.5 Million***

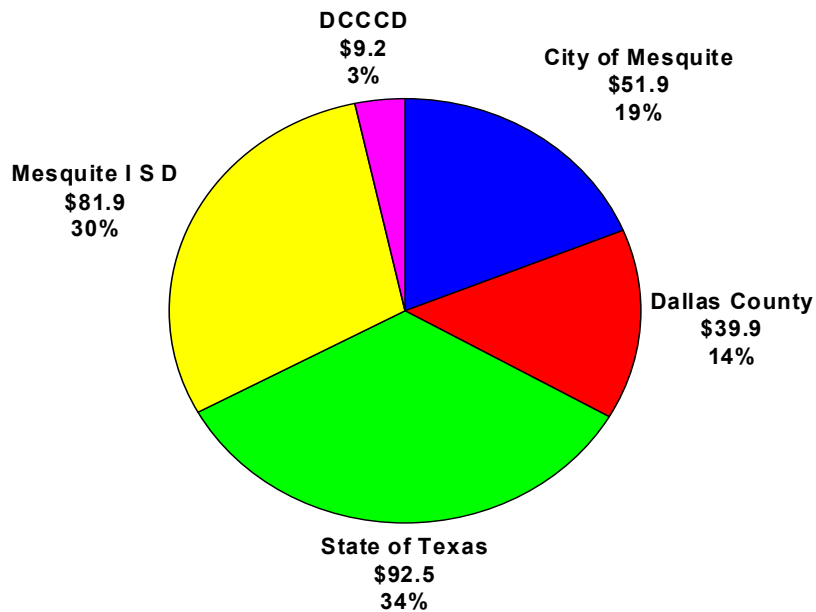
	Direct	Indirect	Total Direct & Indirect Taxes
City of Mesquite	\$36,938,000	\$14,930,000	\$51,868,000
Dallas County	\$22,722,000	\$17,208,000	\$39,930,000
State of Texas	\$28,667,000	\$63,875,000	\$92,542,000
Mesquite I S D	\$59,429,000	\$22,503,000	\$81,932,000
DCCCD	\$5,259,000	\$3,983,000	\$9,242,000
TOTAL	\$153,015,000	\$122,499,000	\$275,514,000



Verde Center at Peachtree
Cumulative Tax Revenue by Jurisdiction and Phase
2015 through 2039: \$275.5 Million



Verde Center at Peachtree
Total Tax Revenue by Jurisdiction



INSIGHT RESEARCH CORPORATION

Our Mission

“Insight Research Corporation clearly defines the economic costs and benefits of project alternatives so that decision makers have fully informed choices.”

Insight Research Corporation is one of the nation’s most respected and recognized economic analysis firms. Founded in 1981, the firm’s custom approaches and leading edge methodologies have received wide industry acclaim. Completing assignments in the United States, Canada and Mexico -- in three languages and three currencies -- Insight Research Corporation has a long standing reputation for confidentiality, clarity, accuracy and added value.

Insight Research Corporation is noted for translating complex issues into clear communications for public audiences. To assure the complete objectivity of its work, Insight Research does no incentive negotiations; instead, providing its public and private clients with an independent, third-party statistical research laboratory.

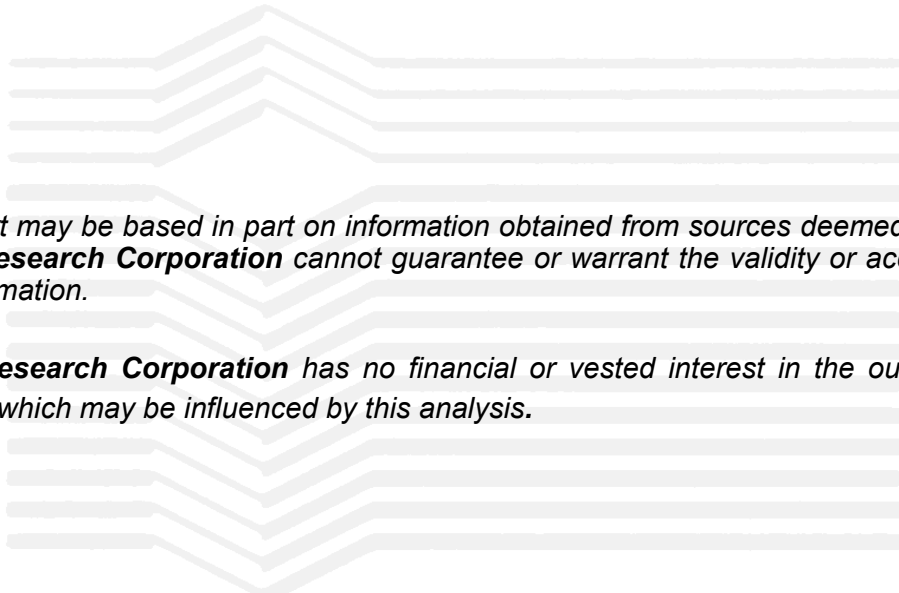
Our Practice Areas

Insight Research Corporation is a proven provider of professional analytical services including:

- Economic, Employment, and Investment-Grade Tax Revenue Impact Analysis
- Land Development Simulation Analysis and Public Finance Impact
- Third Party, Independent Socioeconomic Support for Transportation Improvements
- Public Cost-Benefit Analysis
- Retail Opportunity Analysis
- Group Decision-Making Support, Including Business Site Location

In its 35 years of practice, Insight Research Corporation has completed more than 9,000 engagements, with extensive experience in the transportation industry.

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an Insight Research project is front page news.”*



*This report may be based in part on information obtained from sources deemed reliable. **Insight Research Corporation** cannot guarantee or warrant the validity or accuracy of such information.*

***Insight Research Corporation** has no financial or vested interest in the outcome of decisions which may be influenced by this analysis.*



Texas Department of Transportation

East Dallas Area Office (South), 505 IH 45 South, Hutchins, TX 75141, (972) 225-2387
June 25, 2009

Jerome J. Dittman, P.E.
Assistant Director of Public Works
City of Mesquite
P.O. Box 850137
Mesquite, TX 75185-0137

Reference: Request for New project
Extension of IH 635 Southbound Frontage Road from Gross Road

Dear Mr. Dittman,

Reference to your letter dated May 22, 2009 concerning the above captioned project, attached please find a draft LPAFA for the design and construction of the referenced roadway. As we stated in our previous correspondences, the limits of the schematic design shall be from one exit to the next, while the construction can be in phases.

Direct State Costs/State Review and Environmental Document= \$40,000
Direct State Costs/Construction E&C = \$90,000

We suggest to have a meeting with the City, the Consultant and TxDOT to review LPAFA and to finalize all the project requirements.

If you have any questions, please feel free to contact me at (972)225-0460 or via email at estoval@dot.state.tx.us.

Sincerely,

Elliott Stovall
Assistant Area Engineer
East Dallas Area Office (South)

Attachments
LPAFA

Cc: Paul Williams, P.E.
Sid Dali, P.E.
Gary Gilmore

CSJ #: 2374-02-_____
District #: 18
Code Chart 64 #: 27950
Project: IH 635
Limits: Gross Road to Scyene Road
Project #: _____
CFDA #: 20.205

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number _____ authorizes the State to undertake and complete a highway improvement generally described as the construction of a frontage road on IH 635 from Gross Road to Scyene Road in the City of Mesquite; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the design and construction of a frontage road on IH 635 from Gross Road to Scyene Road, hereinafter called the "Project"; and,

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered. The period of this LPAFA is as stated in the MAFA, without exception.

Article 2. Project Funding and Work Responsibilities. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments

CSJ #: 2374-02-_____
District #: 18
Code Chart 64 #: 27950
Project: IH 635
Limits: Gross Road to Scyene Road
Project #: _____
CFDA #: 20.205

to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Payment of Funds. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 4. Right of Access. If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 5. Adjustments Outside the Project Site. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 6. Responsibilities of the Parties. Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

Article 7. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 8. Inspection and Conduct of Work. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs. Increased cost will be under the conditions as provided for in the MAFA, without exception.

Article 10. Maintenance. Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

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Article 11. Termination. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 12 Notices. Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government: City of Mesquite
Attention: Director
Public Works
P.O. Box 850137
Mesquite, Texas 75185-0137

Article 13. Sole Agreement. Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 14. Successors and Assigns. The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

Article 16. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

Article 17. State Auditor. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

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In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

Article 18. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 19. Debarment Certification. The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 20. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT – CITY OF MESQUITE

THE STATE OF TEXAS

By: _____
Signature

Printed/Typed Name

Printed/Typed Title

Date: _____

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
William L. Hale, P.E.
District Engineer, Dallas District
Texas Department of Transportation

Date: _____

Attachment A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of design and construction of a frontage road on IH 635 from Gross Road to Scyene Road, an on-system location. The Local Government's participation is 100% of the cost and all overruns of this particular improvement. The Local Government's estimated cost of this work is \$642,500.00, including environmental documents, plan review, construction items, and engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Environmental Documents (by the State)	\$50,000.00	100%	50,000 \$20,000.00
Construction (by the State)	\$500,000.00	100%	\$500,000.00
Direct State Costs – (plan review) (E&C est. 4% of construction)	\$20,000.00	100%	\$20,000.00
Direct State Costs (inspection/oversight) (E&C est. 14.5% of construction)	\$72,500.00	100%	\$72,500.00
TOTAL	\$642,500.00		\$642,500.00

Direct State Cost will be based on actual charges.

Local Government's Participation (100%) = \$642,500.00

This is an estimate only, final participation amounts will be based on actual charges to the project.

Construction Responsibilities

The State will be responsible for the letting, construction and inspection of the Project. The State will advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for the desired construction in accordance with applicable laws and procedures. Field changes, supplemental agreements, or additional work orders which may become necessary, subsequent to the award of the contract, shall be subject to the approval of the State.

Environmental Documents Responsibilities

The State will be responsible for the preparation of environmental documents.

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Engineering Responsibilities

The Local Government will be responsible for the preparation of schematics, plans, specifications and estimates (PS&E) engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and other special specifications and special provisions related thereto.

The State will review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

Right of Way and Utility Adjustments

If required, all necessary right-of-way purchase and utility adjustments shall be the responsibility of the Local Government. The Local Government will provide to the State all right-of-way necessary for the Project. The Local Government's acquisition of right of way and utility adjustments shall be in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State will not reimburse the Local Government for the purchase of right of way and utility adjustments.

Schedule of Payment

Upon execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund" in the amount of \$70,000.00 for the State's preparation of environmental documents and review of the Local Government preliminary engineering.

Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining \$572,500.00 for the State's estimated construction oversight and construction costs.

The Local Government will be responsible for all expenses incurred on the Project. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.

Actual Cost

Upon completion and acceptance of the services established herein, the State will prepare a final audit of all costs incurred for the Project. Upon completion of the audit, any remaining funds due the Local Government will be promptly returned.