



**Lake Dallas Community Development Corporation
Board of Directors Regular Meeting
This meeting will be conducted via Video Conference
May 10, 2021 at 7:00 p.m.
Agenda**

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act, and in an effort to protect the health and safety of the public, members of the public will not be admitted to the meeting room to attend the meeting. Members of the public who desire to listen to proceedings of the meeting may dial the following toll-free number and, when prompted, enter the following Meeting ID #, beginning at 6:45 p.m. to join the meeting:

Toll Free Number: 877 853 5257

Meeting ID#: 851 5333 4750

Password: 669038

Video Conference: <https://us02web.zoom.us/j/85153334750?pwd=UE9nUUtOUeZXSXkyWGZDRDNxaUYrdz09>

Any person wishing to provide comments during Item 2 – Citizen Agenda & Public Comment, or on any matter to be considered on this agenda, should email such comments to the City Secretary at cdelcambre@lakedallas.com by 3:00 p.m. on Monday, May 10, 2021.

- 1. Call to Order & Determination of Quorum**
- 2. Citizen Agenda & Public Comment:** An opportunity for citizens to address the Community Development Corporation (CDC) Board on matters which are not scheduled for consideration by the CDC on this agenda. The Texas Open Meeting Act prohibits deliberation by the CDC of any subject which is not on the posted agenda; therefore, the CDC Board will not be able to discuss or take any action on items discussed during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.
- 3. Approval of the minutes for the April 12, 2021, board meeting.**
- 4. Consider and take appropriate action on a recommendation to the City Council for the appointment of a member to the Lake Dallas Community Development Corporation.**
- 5. Consider and authorize negotiation and execution of a contract for asbestos abatement and demolition services for 103, 105, and 107 S. Lake Dallas Drive, and 312 Main Street.**

6. Receive a report and hold a discussion regarding property maintenance, management actions, demolition activity, and current leases for the properties located at 103, 105 and 107 S. Lake Dallas Drive, and 312 Main Street.
7. Receive a report and discuss the Corporation's economic development goals and objectives, including the economic development strategic plan and economic development activities.
8. Conduct a public hearing and take appropriate action on a project relating to the acquisition of real property for the purpose of promoting new or expanded business development and consider a resolution authorizing an agreement to purchase the property located at 1000 and 1002 S. Stemmons Freeway (portion of Lots 1, 2, and 3, Block A of Barmarcher Sites) and 101 S. Lake Dallas Drive (Lot 1, Block B of Barmarcher Sites).
9. Consider and act on a resolution authorizing a funding agreement with the Lake Dallas Community Development Corporation to provide funds for FY 2020-2021 parks improvement projects.
10. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located in an area East of I35 East Frontage Road, North of Main Street, South of Hundley Drive, and West of Shady Shores Road.

Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located within the Downtown Overlay Zoning District.

11. Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.

12. Announcements or requests for future agenda items

13. Adjourn

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on May 6, 2021 at 5:00 p.m.



Codi Delcambre, City Secretary

If you plan to attend this via teleconference public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 103 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The Community Development Corporation of the City of Lake Dallas met for a Regular Called meeting on April 12, 2021 via Video Conference, with notice of the meeting posted, as required, by Title 5, Chapter 551.041 of the Texas Government Code.

1. Call to Order

Mike Mayberry called the meeting to order at 7:04 p.m.

Present:

Charlie Price	Member 1
Terry Tuck	Vice Chairperson, Member 2
Michael Barnhart	Member 3
Evan Huff	Member 5
Mike Mayberry	Chairperson, Member 6
Glynn Vrba	Member 7

Absent:

Staff members: City Secretary Codi Delcambre, Development Service Coordinator Lancine Bentley, Interim City Manager Mike Wilson, Public Works Superintendent Layne Cline and Angie Manglaris, Director of Development Services.

2. Citizen Agenda & Public Comment:

Mike Mayberry opened Citizen's Agenda.

No one signed up to speak.

Mike Mayberry closed the Citizen's Agenda.

3. Approval of the minutes for the March 8, 2021, board meeting.

Motion to approve the March 8, 2021 minutes was made by Evan Huff and seconded by Terry Tuck.

Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.

Noes: None

Motion Passed 6-0

4. Approval of the December 2020, January 2021, and February 2021 financials.

Motion to approve December 2020, January 2021, and February 2021 financials was made by Mike Mayberry and seconded by Michael Barnhart.

Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.

Noes: None

Motion Passed 6-0

5. Consider and approve a resolution amending the authorized signatories on the Community Development Corporation's bank account.

Motion to approve a resolution amending the authorized signatories on the Community Development Corporation's bank account was made by Evan Huff and seconded by Michael Barnhart.
Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.
Noes: None

Motion Passed 6-0

6. **Consider and take appropriate action on a request for a Business Improvement Grant (B.I.G.) from VFW Post 10460 relating to property located at 501 Thompson Drive.**

Motion to approve a for a Business Improvement Grant (B.I.G.) from VFW Post 10460 relating to property located at 501 Thompson Drive for \$10,000 was made by Evan Huff and seconded by Michael Barnhart.
Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.
Noes: None

Motion Passed 6-0

7. **Receive a report and take appropriate action regarding a funding agreement with the City of Lake Dallas for the Parks Open Space/Trail Master Plan update for FY 20-21 budget cycle as discussed in the July 13, 2020 CDC meeting.**

Motion to approve a funding agreement with the City of Lake Dallas for the Parks Open Space/Trail Master Plan update for FY 20-21 budget cycle as discussed in the July 13, 2020 CDC meeting in an amount not to exceed \$30,000 was made by Mike Mayberry and seconded by Charlie Price.
Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.
Noes: None

Motion Passed 6-0

8. **Receive a report and take appropriate action regarding a funding agreement with the City of Lake Dallas for Parks projects for FY 20-21 budget cycle as discussed in the July 13, 2020 CDC meeting.**

Motion to approve a funding agreement in the amount not to exceed \$69,000 for the park project in the FY 20-21 budget subject to prior approval from the CDC Board before any agreement is made to construct the concrete trail at City Park and reserve the \$56,000 for that expenditure was made by Glynn Vrba and seconded by Mike Mayberry.
Ayes: Charlie Price, Mike Mayberry, Evan Huff, Glynn Vrba, Michael Barnhart and Terry Tuck.
Noes: None

Motion Passed 6-0

9. **Receive a report and hold a discussion regarding property maintenance, management actions, demolition activity, and current leases for the properties located at 103, 105 and 107 S. Lake Dallas Drive, and 312 Main Street.**

Development Service Coordinator Lancine Bentley updated the CDC on the maintenance, management actions, demolition activity, and current leases for the properties located at 103, 105 and 107 S. Lake Dallas Drive, and 312 Main Street. No action was taken.

10. Discuss development of a Food Truck Park in the City of Lake Dallas.

CDC received an update regarding the development of a Food Truck Park in the City of Lake Dallas. No action was taken.

11. Receive a report and discuss the Corporation's economic development goals and objectives, including the economic development strategic plan and economic development activities.

CDC received a report relative to the Corporation's economic development goals and objectives, including the economic development strategic plan and economic development activities.

12. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located in an area East of I35 East Frontage Road, North of Main Street, South of Hundley Drive, and West of Shady Shores Road.

Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located within the Downtown Overlay Zoning District.

CDC Board convened into Executive Session at 7:08 p.m.

13. Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.

CDC Board reconvened into Executive Session at 8:04 p.m.

14. Announcements or requests for future agenda items.

15. Adjourn

Mike Mayberry adjourned the meeting at 9:35 p.m.

Mike Mayberry, Chairperson

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator
May 10, 2021

Lake Dallas Community Development Corporation

DESCRIPTION:

Consider and take appropriate action on recommendations to the City Council for the appointment of members to various positions of the Lake Dallas Community Development Corporation.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) has one (1) vacancy as the result of a resignation.

On February 13, 2020, the City Council had a discussion on amending the application and appointment process for City Boards and Commissions. Staff was directed to bring any application to the respective board or commission to obtain their recommendation before bringing the application before the city council. The city council has the authority to appoint members of the Planning and Zoning Commission, Parks and Recreation Board, Keep Lake Dallas Beautiful Committee, Board of Adjustment, Library Board, Animal Shelter Advisory Board, Appeals Board and Community Development Corporation. This process began on April 1, 2020.

CDC Place 4 is vacant. Andi Nolan has submitted her application for consideration to serve for the duration of the Place 4 term, which expires in October 2021.

RECOMMENDED MOTIONS:

I move to approve/deny the application of Andi Nolan to serve in Place 4 of the Lake Dallas Community Development Corporation.

ATTACHMENT(S):

1. Application

CITY OF LAKE DALLAS
212 Main Street, Lake Dallas, Texas 75065

APPLICATION TO SERVE ON BOARD OR COMMISSION

Notice: The City of Lake Dallas requires that all potential candidates for a City Board or Commission undergo a background check to ensure that no one with a criminal background or with inappropriate social media content is representing the city in any capacity. By signing this application you agree to undergo such background check and social media scrutiny. The applicant must also meet the requirements specified on the back of this form.

An acknowledgement and consent to a background check must be signed on the back of this form.

Name: Andi Nolan Date: 5/4/21
Street Address: 510 Addison St. Lake Dallas, TX
Mailing Address: "
Employer: Little Elm ISD Home/Cell Phone: 469-585-0977
E-mail address: anolanzta@gmail.com
Length of time as resident 11 Yrs 11 Months Date of Birth 4/20/69

Please number your choice of the boards, commissions or committee you would like to serve on by numbering your first, second and third choices:

☐ Board of Adjustment (Building)
☐ Planning & Zoning Commission
☐ Board of Appeals
☐ Animal Shelter Advisory Board

☒ Community Development Corporation
☐ Park & Recreation Board
☐ Library Board

List any board, commission or committee you currently serve on: none

Please provide any education, experience, memberships or knowledge that you wish to be considered for your request to be appointed to the above:

I have a Masters degree in school counseling.
I served on Lake Dallas city council for
6 years. I love serving the citizens of
Lake Dallas and want to help bring in
business to the city.

Boards, commissions, and committees meet a minimum of one night each month and the meetings typically last 2 - 4 hours.

Please see reverse side

**City of Lake Dallas
Boards and Commissions Requirements**

All applicants for Boards or Commissions must meet the following requirements:

1. Must be a qualified (registered) voter.
2. Must be at least twenty-one (21) years of age.
3. Must be a resident of the city for at least six months preceding the appointment.
4. Must be current on payment of all taxes.
5. Must be of good moral character.
6. Must agree to comply with the attendance policy for Board and Commission meetings as outlined below.
7. Must interview with the City Council. (You will be contacted when an interview is scheduled)

Attendance / Conduct Policy:

If you choose to apply, it must be understood that as a member of a City Board or Commission you are a government representative and must conduct yourself in a professional and ethical manner at all times.

Furthermore, it is necessary that you accept your responsibilities and make every effort to attend each of the meetings as called and posted, generally once per month. We understand that there will be occasions when it is not possible to be in attendance, but establishing a quorum (the number of members necessary to hold a legal meeting) is often difficult if members do not make the necessary commitment to attend meetings.

Your service to the City is greatly appreciated and highly regarded since the City could not conduct all of the City's official duties without volunteers who willingly give time to our Boards and Commissions. But if you cannot meet the meeting requirement it would be in the best interest of the applicant as well as the City if you reconsider your application.

Currently, a position to a Board or Commission is relinquished if three consecutive meetings are missed or more than five in any calendar year.

Permission for Background Checks:

I (Print Name) Andi Nolan, understand the meeting requirement and that by signing this form I am granting the City of Lake Dallas, through its officers, agents and administrative staff, permission to conduct a third party criminal history check. The results of the check will be utilized only to determine eligibility for membership to a City Board or Commission. Furthermore, I will agree to befriend a designated agent of the City to any and all Social Media Networks to which I belong including Facebook, Twitter, Skype or any other to which I am a member. I understand that the posting of inappropriate content on any social media as determined by the City of Lake Dallas is grounds for disqualification to any Board or Commission. Any false statement made in this application is also grounds for disqualification for membership to any City Board or Commission.

By signing this form I also acknowledge my commitment to serve if selected.

Signature: Andi Nolan Date 5/4/21

List All Social Media Memberships:

Facebook
Instagram



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Lancine Bentley, Community Development Coordinator

May 10, 2021

Asbestos Abatement and Demolition Quotes

DESCRIPTION:

Consider and authorize negotiation and execution of a contract for asbestos abatement and demolition services for 103, 105, and 107 S. Lake Dallas Drive, and 312 Main Street.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code. The CDC has previously discussed pursuing a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment.

The CDC purchased the properties located at 103, 105, and 107 S. Lake Dallas Drive in February 2019 and the property located at 312 Main Street in September 2020 to be consolidated and redeveloped as described herein. As part of the redevelopment, the CDC requested city staff to obtain quotes for asbestos abatement and demolition services for all structures on all four properties. These services are considered an eligible project expense as authorized by the Act. Fifty-five thousand, eight hundred and twenty-four dollars (\$55,824) are the funds remaining from the issuance of \$700,000 in sales tax revenue bonds (Series 2019) for the purchase of 103, 105, and 107 S. Lake Dallas Drive. These funds are restricted for use on S. Lake Dallas Drive properties and may be used for asbestos abatement and demolition services.

FINANCIAL CONSIDERATION:

A Request for Quotes was sent to ten (10) vendors. Three responses were received ranging in price from \$74,489 to \$87,650. See table below.

QUOTES FOR ASBESTOS ABATEMENT AND DEMOLITION					
CONTRACTORS					
	1		2**		3
PROPERTIES					
103, 105, and 107 S. Lake Dallas Drive	\$61,139				\$73,960
312 Main Street	\$13,350				\$13,960
TOTAL	\$74,849		\$79,874		\$87,650
** This vendor did not provide one quote for the asbestos abatement/demolition of the residences and a second quote for the asbestos abatement/demolition of the commercial property. Instead, the quotes for the residential and commercial properties were combined into one quote, and the work is to be split between two companies, i.e. contracting with two contractors instead of one as specified by the Scope of Work.					

ATTACHMENT(S):

1. Bid documents



Accountable-Responsive-Cost Effective

STANDARD PROPOSAL

April 16, 2021
Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 750654

Proposal # B-21-156

Sent Via: lbentley@lakedallas.com

Project 3 Residences and 1 Commercial Bldg

Address: 103, 105 and 107 S Lake Dallas Drive
312 Main Street,
Lake Dallas, Texas 75065

Dear: Lancine,

On behalf of ARC Abatement Inc., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Scope of Work:

The scope of work is predicated on the types amounts and locations of ACM containing materials located in three residential buildings and one commercial building as outlined in an Asbestos Survey completed by BES Environmental and a follow up report by Precision Environmental February 18, 2021. All specifications will be followed and all ACM Materials will be abated, removed and disposed of according to the specifications. ARC will need access to power and water to complete this project.

The price for the abatement is below.

We have also attached a demolition proposal by Lindamood Demolition. This is separate from this proposal and you would need to contract with them for that part of your project.

Price: \$ 34,251.00 For Abatement Only

Thirty Four Thousand Two Hundred Fifty One Dollars and no cents.

Duration: 9 - 10 work days to complete. M-F.



Accountable-Responsive-Cost Effective

Proposal Terms:

Proposal # B-21-156

1. Includes costs for labor, material and applicable taxes.
2. Compliance with federal, state, and local laws.
3. Site conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
6. Not Applicable
Any additional air monitoring will be paid by Owner unless stated as an inclusion in the scope section above.
7. Owner responsible for state or regulatory fees associated with the Scope of Work.
8. Final clearances will be provided by owner.
9. Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.
10. Single mobilization to the site unless otherwise indicated.
11. Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.
12. All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.
13. ARC will not be liable for damage to items left in the work area.
14. All HVAC systems within the containment areas must be shut down and locked out by Owner.
15. Proposal based on ARC standard terms and conditions.
16. ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not held liable for any damages from the construction of containments required to perform the Scope of Work.
17. Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or it's representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
18. Payment and performance bonds are not included in this proposal.
19. Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
20. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.
21. All invoices are due upon receipt and are expected to be paid within 30 days.

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. *No work will commence until the ARC Services Agreement has been fully executed.*

Sincerely,

Jim Metcalf

Jim Metcalf
Project Manager-ARC Abatement, Inc
972-271-1583



ACCEPTED

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.



2020 South Nursery Road
Irving, Texas 75060
972.721.0898
Lindamood.net

DATE: **January 18, 2021**

PROJECT NAME: **Four Property Demolition – Lake Dallas, TX**

LOCATION: 103 S Lake Dallas Dr
105 S Lake Dallas Dr
107 S Lake Dallas Dr
312 Main St

CONTRACTOR: **ARC Abatement**
2710 National Place
Dallas, TX 75041

ATTN: **Jim Metcalf**

PHONE: 972-271-1583

EMAIL: **jimmetcalf@arcabatement.com**

WORK TO BE PERFORMED

Lindamood Demolition, Inc. (LD) will provide all labor, materials, tools, equipment, insurance, and all services necessary for selective demolition and haul off all items listed below. Price is based on Lindamood Demolition, Inc. receiving all salvage rights to material being removed:

Base Bid Demolition:

- Demolish 103 S Lake Dallas Dr and Foundation to Dirt. Remove Piers 3' Below Existing Grade.
- Demolish 105 S Lake Dallas Dr and Foundation to Dirt. Remove Piers 3' Below Existing Grade.
- Demolish 107 S Lake Dallas Dr and Foundation to Dirt. Remove Piers 3' Below Existing Grade.
- Demolish 312 Main St and Foundation to Dirt. Remove Piers 3' Below Existing Grade.
- Demolish Existing 300 SF Structure on Lot of 312 Main St and Foundation to Dirt.
- Remove Fence at 312 Main St.
- Leave site in a clean condition.
- Obtain Demolition permit and Insurance.
- All Demolition Debris Removal and Disposal is included.
- 1 Mobilization is included – additional mobilizations are at the rate of \$2,500.00 ea.

Base Bid Total Lump Sum Price: **\$ 24,998.00**



2020 South Nursery Road
Irving, Texas 75060
972.721.0898
Lindamood.net

Alternate: Remove Flatwork

- Remove Flatwork Associated with Structures Scheduled for Demolition.

Remove Flatwork ADD: \$ 2, 625. 00

Alternate: Remove Trees

- Remove Trees Associated with Structures Scheduled for Demolition.

Remove Trees ADD: \$ 18, 000. 00

Bid is based on:

40 hr. work week and 1 Mobilization, any Mobilizations thereafter will be at \$2,500.00 per
Bid is based on the above-mentioned scope and any other items will be priced upon request
Lindamood having Full & Complete access to the work area

EXCLUSIONS:

- Lindamood Demolition (LD) does not perform any layouts or control lines for any type of saw cutting work being performed.
- LD is not responsible for any shoring and/or engineering. Installation of Lentsils to be done by others.
- Asbestos survey and asbestos abatement.
- Removal of basements, approaches, or any unforeseen underground material.
- Disconnect, reconnect, rerouting, relocating & removal of any Utilities either above ground, below ground or overhead, and capping of storm and sewer lines.
- Freon Removal.
- Removal of underground tanks, transformers, gutters, and curbs
- SWPPP, seeding, silt fence/erosion control.
- Remobilization.
- Backfill (\$300 a load).
- Tree survey, tree protection, landscaping (Trees to be trimmed up to 13' to allow access) (Not responsible for damage to trees within 6' of structure).
- Mandatory Construction fence (Price available upon request).
- Notification Fees from TDSHS; invoice will be sent directly to the owner.
- Power Washing of Concrete after demolition is complete.
- Filing or Fees for Permits or TDH Notification unless noted above.



2020 South Nursery Road
Irving, Texas 75060
972.721.0898
Lindamood.net

- Any Items Unforeseen or Uncovered During Demolition are not included.

ACCEPTANCE OF BID:

If this bid is accepted, this proposal must be signed and dated by an officer of the company and will function as a legal binding contract, if your company has its own contract, this proposal will be exhibit A and attached to the contract for the work to be performed. Lindamood Demolition, Inc. proposal may be withdrawn if not accepted within 14 days.

THANK YOU,

Gary Brignon
469.628.3796 or gbrignon@lindamood.net

PRINTED NAME

TITLE

Signature

Date



HP EnviroVision

April 16, 2021

PROPOSAL # Q1744-21

Ms. Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065

lbentley@lakedallas.com

RE: 3 Vacant Residences
103, 105, & 107 S. Lake Dallas Drive
Lake Dallas, Texas 75065

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the **abatement of asbestos containing materials and demolition** at above referenced site as further identified in the scope of work section of this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a "**Lead Firm,**" **Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (James Palet), **#MRC 0111**.

Notification of regulatory agencies (DSHS / EPA) is required prior to performing this work. The **DSHS asbestos removal fee is not included with our bid and is to be paid by owner or others**. DSHS will send this removal fee invoice directly to the building owner representative for direct payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Respectfully,

Quinn Johnsen
Vice President

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

SCOPE OF WORK

This bid proposal includes the following environmental services:

3 Vacant Residences, 103, 105, & 107 S. Lake Dallas Drive, Lake Dallas, Texas:

Scope of Work to be Completed. The following items and quantities are included as part of HP's bid proposal as identified by the three (3) *Pre-Demolition Limited Asbestos Survey* documents (dated January 11, 2021) prepared by Bradley Environmental Services (Bradley) and the on-site visit. HP has based this proposal on performing the work per our standard asbestos abatement work procedures, upon applicable federal and state regulations, and upon verbal instructions from Bradley.

Base Bid: Asbestos Abatement

- The removal and disposal of ~ 13,763 square feet of gypsum board wall and ceiling materials.
- The removal and disposal of ~ 1,838 square feet of vinyl floor tile/mastic.
- The removal and disposal of ~ 557 square feet of ceramic floor tile/mastic.
- The removal and disposal of 19 windows.

Alternate #1: Demolition

- The demolition and non-ACM disposal of the structure; foundations up to 8"; piers, footings, grade beams to 3'; demolition of shed, carport, garages, and greenhouse; concrete patios and driveways; tree stumps; wood/chain link fences; rough grade for positive drain. Owner responsible for all utility disconnects and meter removal (except sewer capping included in this proposal).

I. Site Specific Bid Qualifications:

- 1) Bid based on adequate electricity and water at the site.
- 2) Rights to all salvage

II. Exclusions:

- 1) Removal of base material under pavement
- 2) Removal of approaches
- 3) Construction fence
- 4) Basement demolition and backfill
- 5) Removal of any unforeseen underground materials and tanks
- 6) Testing, handling, or removal of any hazardous materials
- 7) Street / Sidewalk closures, traffic control, or barricades
- 8) Disconnect, reconnect, rerouting, capping, protection, relocating and removal of any utilities either above ground or below ground including storm sewer and fire suppression systems (all utilities require owner)
- 9) Removal of transformers
- 10) SWPPP, erosion control, silt fence, seeding, and backfill
- 11) Tree protection, tree survey, and tree permit
- 12) Remobilization (additional mobilization \$2,200.00 per piece of equipment)
- 13) Fees from Texas DSHS – sent directly to owner

III. Work Area Preparation:

HP to prepare the abatement work area(s) per the minimum federal and state regulations in attempt to minimize the cost to the owner. HP was not provided a project specifications document for this proposal.

IV. **Personnel Protective Equipment:**

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPR)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

V. **Air Testing / Consulting (by owner):**

Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Contrast Microscopy (PCM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air testing lab / consultant are **not included in HP's bid** per state regulations.

PROJECT DURATION

Project duration for the asbestos abatement (base bid) is estimated at **eight to ten (8-10)** working shifts and an additional **six to seven (6-7)** working shifts for demolition (alternate #1). HP will work **Monday – Friday, day shifts, and up to 10 hours per work shift**. HP may work Saturdays at HP's discretion and with owner / consultant approval.

WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal. Only where available, HP will use the owner's on-site waste container to dispose of any non-asbestos trash / wastes unless otherwise indicated or requested.

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. This proposal is based upon the project electrician connecting HP's power panel to the on-site electrical panel at no charge to HP.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **HVAC System;** When applicable, owner to coordinate and shut down the HVAC system or system(s) requiring shutdown to allow for the abatement process.
- 4) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 5) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 6) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 7) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 8) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.

- 9) **Air Testing - Consultant;** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 10) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
- 11) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- 12) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 13) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
- 14) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 15) **Regulatory Changes;** HP reserves the right to adjust pricing / time for a change in regulatory enforcement
- 16) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.
- 17) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials (floor tile and/or carpet), etc. are encountered an additional charge will apply to remove each additional layer.
- 18) **Flooring materials;** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
- 19) **Flooring materials;** an additional charge may apply to abate excessive floor filler / leveler (>0.5 inch thick and/or covering >5% of the work area), non-asbestos mastics.
- 20) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 21) **See Site Specific Bid Qualifications.**
- 22) **Other hazardous materials,** if present, are excluded
- 23) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.
- 24) **Surfacing Materials;** Unidentified over-spray of surfacing materials (e.g. on framing studs, on concrete floors, in air plenums - HVAC vents - air systems, or associated debris in wall cavities, or demolition to access) are excluded.

COMPENSATION FOR SERVICES: ASBESTOS BASE BID

Mobilization / Project Setup	\$ 395.00
Asbestos Abatement (See Page 2 Scope of Work)	\$ 36,565.00
Labor, Insurances, Overhead, Profit	\$ Included
Materials (poly, tapes, suits, filters, solvents, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Asbestos Waste Manifest, Transportation & Disposal	\$ Included
File original or amend regulatory notice to DSHS	\$ Included
DSHS Notification Fees (~\$3,100.00 base bid estimate)	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner
OSHA compliance air testing of HP employees	\$ Included
Total Lump Sum Asbestos Abatement Base Bid:	\$ 36,960.00 *

ALTERNATE #1: HP to include building demolition

– Additional Cost

\$ 37,000.00 **

TOTAL ABATEMENT & DEMOLITION PROJECT COST: \$ 73,960.00**[Seventy-Three Thousand Nine Hundred and Sixty and 00/100 Dollars]**

*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

**Sales tax excluded. Add 8.25% sales tax if applicable.

TERMS:

Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Bonding Excluded (add 2.95% to bid for HP to provide P&P Bonds). Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary. Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

Company Name_____
Purchase Order # (if applicable)_____
Print Name
Authorized Representative_____
Title_____
Signature____/____/2021
Date



HP EnviroVision

April 16, 2021

PROPOSAL # Q1744-21

Ms. Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065

lbentley@lakedallas.com

RE: Vacant Commercial Building
312 Main Street
Lake Dallas, Texas 75065

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the **abatement of asbestos containing materials and demolition** at above referenced site as further identified in the scope of work section of this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a "**Lead Firm,**" **Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (James Palet), **#MRC 0111**.

Notification of regulatory agencies (DSHS / EPA) is required prior to performing this work. The **DSHS asbestos removal fee is not included with our bid and is to be paid by owner or others**. DSHS will send this removal fee invoice directly to the building owner representative for direct payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Respectfully,

Quinn Johnsen
Vice President

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

SCOPE OF WORK

This bid proposal includes the following environmental services:

Vacant Commercial Building 312 Main Street, Lake Dallas, Texas:

Scope of Work to be Completed. The following items and quantities are included as part of HP's bid proposal as identified by the *Demolition Asbestos Survey* report document (dated September 5, 2020) prepared by EnviroPhase Environmental Consulting and the on-site visit. HP has based this proposal on performing the work per our standard asbestos abatement work procedures, upon applicable federal and state regulations, and upon verbal instructions from Bradley Environmental Services.

Base Bid: Asbestos Abatement

- The removal and disposal of ~ 252 square feet of gypsum board ceiling materials.

Alternate #1: Demolition

- The demolition and non-ACM disposal of the structure; foundation up to 8"; piers, footings, grade beams to 3'; demolition of shed; conex; wood/chain link fences; rough grade for positive drain. Owner responsible for all utility disconnects and meter removal (except sewer capping included in this proposal).

I. Site Specific Bid Qualifications:

- 1) Bid based on adequate electricity and water at the site.
- 2) Rights to all salvage

II. Exclusions:

- 1) Removal of base material under pavement
- 2) Removal of approaches
- 3) Construction fence
- 4) Basement demolition and backfill
- 5) Removal of any unforeseen underground materials and tanks
- 6) Testing, handling, or removal of any hazardous materials
- 7) Street / Sidewalk closures, traffic control, or barricades
- 8) Disconnect, reconnect, rerouting, capping, protection, relocating and removal of any utilities either above ground or below ground including storm sewer and fire suppression systems (all utilities require owner)
- 9) Removal of transformers
- 10) SWPPP, erosion control, silt fence, seeding, and backfill
- 11) Tree protection, tree survey, and tree permit
- 12) Remobilization (additional mobilization \$2,200.00 per piece of equipment)
- 13) Fees from Texas DSHS – sent directly to owner

III. Work Area Preparation:

HP to prepare the abatement work area(s) per the minimum federal and state regulations in attempt to minimize the cost to the owner. HP was not provided a project specifications document for this proposal.

IV. Personnel Protective Equipment:

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPR)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

V. Air Testing / Consulting (by owner):

Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Contrast Microscopy (PCM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air testing lab / consultant are **not included in HP's bid** per state regulations.

PROJECT DURATION

Project duration for the asbestos abatement (base bid) is estimated at **one (1)** working shift and an additional **two to three (2-3)** working shifts for demolition (alternate #1). HP will work **Monday – Friday, day shifts, and up to 10 hours per work shift**. HP may work Saturdays at HP's discretion and with owner / consultant approval.

WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal. Only where available, HP will use the owner's on-site waste container to dispose of any non-asbestos trash / wastes unless otherwise indicated or requested.

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. This proposal is based upon the project electrician connecting HP's power panel to the on-site electrical panel at no charge to HP.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **HVAC System;** When applicable, owner to coordinate and shut down the HVAC system or system(s) requiring shutdown to allow for the abatement process.
- 4) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 5) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 6) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 7) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 8) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
- 9) **Air Testing - Consultant;** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 10) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.

- 11) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- 12) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 13) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
- 14) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 15) **Regulatory Changes;** HP reserves the right to adjust pricing / time for a change in regulatory enforcement
- 16) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.
- 17) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials (floor tile and/or carpet), etc. are encountered an additional charge will apply to remove each additional layer.
- 18) **Flooring materials;** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
- 19) **Flooring materials;** an additional charge may apply to abate excessive floor filler / leveler (>0.5 inch thick and/or covering >5% of the work area), non-asbestos mastics.
- 20) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 21) **See Site Specific Bid Qualifications.**
- 22) **Other hazardous materials,** if present, are excluded
- 23) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.
- 24) **Surfacing Materials;** Unidentified over-spray of surfacing materials (e.g. on framing studs, on concrete floors, in air plenums - HVAC vents - air systems, or associated debris in wall cavities, or demolition to access) are excluded.

COMPENSATION FOR SERVICES: ASBESTOS BASE BID

Mobilization / Project Setup	\$ 395.00
Asbestos Abatement (See Page 2 Scope of Work)	\$ 2,295.00
Labor, Insurances, Overhead, Profit	\$ Included
Materials (poly, tapes, suits, filters, solvents, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Asbestos Waste Manifest, Transportation & Disposal	\$ Included
File original or amend regulatory notice to DSHS	\$ Included
DSHS Notification Fees (~\$3,100.00 base bid estimate)	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner
OSHA compliance air testing of HP employees	\$ Included
Total Lump Sum Asbestos Abatement Base Bid:	\$ 2,690.00 *

ALTERNATE #1: HP to include building demolition

– Additional Cost \$ 11,000.00 **

TOTAL ABATEMENT & DEMOLITION PROJECT COST: \$ 13,690.00

[Thirteen Thousand Six Hundred and Ninety and 00/100 Dollars]

*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

**Sales tax excluded. Add 8.25% sales tax if applicable.

TERMS:

Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Bonding Excluded (add 2.95% to bid for HP to provide P&P Bonds). Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary. Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

Company Name

Purchase Order # (if applicable)

Print Name
Authorized Representative

Title

Signature

_____/_____/2021
Date

April 16, 2021

Sent via email
lbentley@lakedallas.com
Proposal # 210157

Ms. Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065
Telephone (940) 218-4195

**Re: Asbestos Abatement and Demolition at the Former Single-family Residences located at
103, 105, and 107 South Lake Dallas Drive in Lake Dallas, Texas 75065**

Ms. Bentley,

Intercon Environmental, Inc. respectfully submits our proposal for the removal and disposal of asbestos-containing materials at the above referenced location, as identified and quantified in the Technical Specifications For Asbestos Abatement from Precision Environmental Services dated February 18, 2021 and the demolition of the structures in accordance with the Scope of Work For Asbestos Removal and Demolition of Structures and Other Associated Property Work provided in your email dated April 7, 2021.

The building materials to be abated are as follows:

103 S. Lake Dallas Dr.

Drywall ceiling texture throughout the structure, less the garage.
Drywall wall texture throughout the structure, less the garage.
9"x9" green and/or tan floor tile, black mastic under carpet and/or 1'x1' floor tile throughout the structure, less the garage and part of the kitchen.
Window Glazing on 9 windows.

105 S. Lake Dallas Dr.

Drywall ceiling texture throughout the structure.
Drywall wall texture throughout the structure.
9"x9" tan floor tile, mastic under wood flooring throughout the structure, less the garage, bathrooms, and kitchen.
Window Caulk on 10 windows.

103 S. Lake Dallas Dr.

Drywall ceiling texture throughout the structure.
Drywall wall texture throughout the structure.
Black mastic under 1'x1' ceramic floor tile throughout the living room and kitchen.
9"x9" floor tile, mastic in 2 utility closets.

Our price:.....\$36,429.00

The price is based on a single mobilization and quantities within 5% as listed in the specifications.

Estimated duration - Twelve (12) Working Days.



The demolition scope of work is as follows for all 3 residence properties:

Verify all utilities serving the structures have been physically disconnected by others prior to demolition.
Obtain demolition permit from the City of Lake Dallas.
Removal and disposal of the structures.
Removal and disposal of the structures' foundations.
Removal and disposal of interior property walks, patios, and driveways (driveway and approaches are to remain).
Removal and disposal of miscellaneous site debris, shrubs, and scab trees.
Site grading of the area disturbed during demolition with existing on-site soils to achieve positive drainage and prevent ponding of water.
Installation of erosion control (silt fence) as necessary.

Our price:.....\$24,710.00

Estimated duration - Five (5) Working Days.

This price includes all labor, equipment, materials, and disposal necessary to complete this work in accordance with all local, state, and federal regulations.

General and Pollution Liability	\$1,000,000 - \$2,000,000
Workers Compensation and Employers' Liability	\$1,000,000
Automotive Liability includes Hired and Unowned	\$1,000,000
Umbrella Liability	\$5,000,000

Additional insurance is available at additional cost.

(See attached Certificate of Insurance)

Owner's Responsibilities

The Texas Department of State Health Services notification fees.

The Asbestos Consulting Firm and Air Monitoring.

P&P Bonds, if required, are an additional 2%

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Submitted By:

Keith Flowers

Project Manager

Intercon Environmental, Inc.

(817) 507-9406 Cell

(817) 477-9995 Office

Any documents related to this proposal, including, but not limited to, awards, notice-to-proceeds, work orders, purchase orders, contracts, and/or any time sensitive notices should be sent to:

Purchasing@intercon-environmental.com

April 16, 2021

Sent via email
lbentley@lakedallas.com
Proposal # 210158

Ms. Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065
Telephone (940) 218-4195

**Re: Asbestos Abatement and Demolition at the Former Commercial Building located at
312 Main Street Lake Dallas, Texas 75065**

Ms. Bentley,

Intercon Environmental, Inc. respectfully submits our proposal for the removal and disposal of asbestos-containing materials at the above referenced location, as identified and quantified in the Technical Specifications For Asbestos Abatement from Precision Environmental Services dated February 18, 2021 and the demolition of the structures in accordance with the Scope of Work For Asbestos Removal and Demolition of Structures and Other Associated Property Work provided in your email dated April 7, 2021.

The building materials to be abated are as follows:

Popcorn ceiling texture located in the entry and front office.

Our price:.....\$2,560.00

The price is based on a single mobilization and quantities within 5% as listed in the specifications.

Estimated duration - One (1) Working Day.

The demolition scope of work is as follows for all 3 residence properties:

Verify all utilities serving the structures have been physically disconnected by others prior to demolition.

Obtain demolition permit from the City of Lake Dallas.

Removal and disposal of the structure, shed, and storage container.

Removal and disposal of the structures' foundations.

Removal and disposal of perimeter fencing.

Removal and disposal of miscellaneous site debris.

Site grading of the area disturbed during demolition with existing on-site soils to achieve positive drainage and prevent ponding of water.

Installation of erosion control (silt fence) as necessary.

Our price:.....\$10,790.00

Estimated duration - Five (5) Working Days.



This price includes all labor, equipment, materials, and disposal necessary to complete this work in accordance with all local, state, and federal regulations.

General and Pollution Liability	\$1,000,000 - \$2,000,000
Workers Compensation and Employers' Liability	\$1,000,000
Automotive Liability includes Hired and Unowned	\$1,000,000
Umbrella Liability	\$5,000,000
Additional insurance is available at additional cost. (See attached Certificate of Insurance)	

Owner's Responsibilities

The Texas Department of State Health Services notification fees.
The Asbestos Consulting Firm and Air Monitoring.

P&P Bonds, if required, are an additional 2%

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Submitted By:

Keith Flowers
Project Manager
Intercon Environmental, Inc.
(817) 507-9406 Cell
(817) 477-9995 Office

Any documents related to this proposal, including, but not limited to, awards, notice-to-proceeds, work orders, purchase orders, contracts, and/or any time sensitive notices should be sent to:

Purchasing@intercon-environmental.com

Economic Development Monthly Report
Agenda Item 7
May 2021

1. Obtained 3 quotes for the asbestos abatement and demolition projects at 103, 105, and 107 S. Lake Dallas Drive and 312 Main Street.
2. The Lake Dallas feature in the Denton County Magazine was published on May 5, 2021. It will be distributed to 25,000 homes in 16 zip codes in Denton County and emails are sent to another 28,000 homes providing a link to the online magazine. It is estimated that the readership is about 81,000 people.
3. Working with the advertising manager of the Denton County Magazine to have a full page ad, including local businesses, placed in the July/August edition.
4. Met with two community members to discuss needs and preliminary plans for future expansion in Lake Dallas.
5. With the CDC Chairperson, met with Roger Swift, Senior Business Advisor with the North Central Texas SBDC, to discuss opportunities for collaboration.



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Lancine Bentley, Community Development Coordinator

May 10, 2021

Public Hearing on Project and Consideration of Purchase of Real Property

DESCRIPTION:

Conduct a public hearing and take appropriate action on a project relating to the acquisition of real property for the purpose of promoting new or expanded business development and consider a resolution authorizing an agreement to purchase the property located at 1000 and 1002 S. Stemmons Freeway (portion of Lots 1, 2, and 3, Block A of Barmarcher Sites) and 101 S. Lake Dallas Drive (Lot 1, Block B of Barmarcher Sites).

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"). Specifically, the Corporation possesses the powers granted by Chapter 505, Texas Local Government Code. The CDC has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a "project" in accordance with Section 505.158 of the Act.

The CDC has identified the properties located at 1000 – 1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive as properties that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act. The CDC has been presented the opportunity to purchase the two properties at a reasonable price. The project will be paid from sales tax revenues that the CDC Board has on hand.

The "Act" requires that the CDC Board hold a public hearing on the expenditure of funds for the project.

FINANCIAL CONSIDERATION:

A proposal for the purchase of the identified properties that require the expenditure of approximately \$140,000. The estimated purchase, closing and project management costs for the property is shown on the table below.

Lake Dallas CDC Estimated Costs

Property	Sales Price	Approximate Due Diligence and Closing Costs	Total
1000 and 1002 S. Stemmons Freeway (portion of Lots 1, 2, and 3, Block A of Barmarcher Sites) comprised of 0.2108 acres with a 3,066 sf commercial building, and 101 S. Lake Dallas Drive (Lot 1, Block B of Barmarcher Sites) comprised of 0.1848 acres. This is a land value transaction.	\$140,000	≈\$10,000	\$150,000

RECOMMENDED MOTION:

I move to **approve/deny** a resolution of the Board of Directors of the Lake Dallas Community Development Corporation authorizing an agreement to purchase the property located at 1000 and 1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive, as presented.

ATTACHMENT(S):

1. Resolution

**LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO. 2021-__**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE
DALLAS, COMMUNITY DEVELOPMENT CORPORATION
AUTHORIZING AN AGREEMENT TO PURCHASE THE PROPERTY
LOCATED AT 1000-1002 S. STEMMONS FREEWAY AND 101 S. LAKE
DALLAS DRIVE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Lake Dallas Community Development Corporation (“the Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

WHEREAS, City’s population is less than 20,000; and

WHEREAS, the Corporation’s Board of Directors (“the Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act; and

WHEREAS, the Board has identified the property located at 1000-1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive as property that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act; and

WHEREAS, the Board finds it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to purchase the above-identified property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION THAT:

SECTION 1. The President and any other officer of the Corporation are hereby authorized to negotiate and sign on behalf of the Corporation a real estate purchase agreement for the purchase of the property located at 1000-1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive, Lake Dallas, Texas, in an amount not to exceed \$140,000 plus usual and customary closing costs and to sign such other documents and take such other actions as reasonable and necessary to close on the purchase of said property.

SECTION 2. This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

PASSED AND APPROVED this the 10th day of May 2021.

APPROVED:

President, Lake Dallas Community
Development Corporation

ATTEST:

Secretary, Lake Dallas Community
Development Corporation

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Purchaser as Parties to this Agreement and acknowledgement by Title Company of receipt of the Agreement.

Seller: Eagle Sticker & Lube, LLC, a Texas limited liability company
Attn: Berdy Tjandramulia, Member
1900 Sam Bass Blvd.
Denton, Texas 76205

Telephone: (940) 367-2180
E-mail: dentonhome@hotmail.com

Seller's Attorney: _____

Telephone: (____) _____
E-mail: _____

Seller's Broker: Seller's members are licensed real estate agents.

Purchaser: Lake Dallas Community Development Corporation
Attn: Mike Mayberry, President
212 Main Street
Lake Dallas, Texas 75065

Telephone: (214) 477-2443
E-mail: 203mainstreet@gmail.com

Purchaser's Broker: None

Purchaser's Attorney: Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Telephone: (214) 965-9900
E-mail: klaughlin@njdhs.com

Title Company: Freedom Title
Attn: Cory Cheatham-Corbin, Escrow Officer
3624 Long Prairie Road, Suite 101
Flower Mound, Texas 75022

Telephone: (972) 899-5950
Facsimile: (855) 457-9992
E-Mail: cory@freedomtitletx.com

Property: **Tract 1:** Being Lot 1, Block B of Barmarcher Sites, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded in Volume 418, Page 124-126, Deed Records, Denton County, Texas, **SAVE AND EXCEPT**, that portion of land conveyed to the State of Texas and described in a Deed to the State of Texas recorded February 28, 2014, as Document No. 2014-17732, Official Public Records, Denton County, Texas

Tract 2: Being a portion of Lots 1, 2, and 3, Block A of Barmarcher Sites, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded in Volume 418, Page 126, Deed Records, Denton County, Texas, described in that certain General Warranty Deed dated June 1, 2005, and recorded as Document No. 2006-10429, Official Public Records, Denton County, Texas, **SAVE AND EXCEPT**, that portion of said land conveyed to the State of Texas and described in a Deed to the State of Texas recorded December 17, 2014, as Document No. 2014-127585, Official Public Records, Denton County, Texas;

with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract. (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

Inspection Period: The period commencing on the Effective Date and ending 60 days after the Effective Date.

Earnest Money: \$1,400.00, to be delivered to the Title Company not later than the fifth (5th) day after the Effective Date, which amount shall be applied to the Purchase Price, and which, save and except \$100.00 (which shall constitute the non-refundable Option Fee) shall be refundable as provided in this Agreement.

- Option Fee:** \$100.00, being the non-refundable portion of the Earnest Money (which amount shall be non-refundable, except as may be otherwise expressly provided in this Agreement), but which shall be applied to the Purchase Price.)
- Closing Date:** The thirtieth (30th) day after the end of the Inspection Period or other date mutually agreed to by the Parties in writing, subject to extension by Seller as provided in this Agreement.
- Purchase Price:** ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00) cash.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Sale and Purchase; Reservations.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement ("Agreement") for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title and Survey.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Seller's expense, deliver or caused to be delivered to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property at Seller's expense;

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property;

(vii) copies of any leases, rental agreements, licenses, or other similar agreements granting the any person or entity other than Seller the right to possession of the Property; and

(viii) any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may have a survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, and Purchaser may, at Purchaser's sole option and expense, and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Seller and Purchaser agree that notwithstanding the area of the Property that is determined by the Survey, there will be no adjustment in the Purchase Price. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may, but shall not be required to attempt to satisfy them prior to Closing. Seller shall not be required to incur any cost in connection with the satisfaction of Purchaser's title objections. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, or if Seller does not deliver written notice to Purchaser prior to the expiration of such five (5) day period stating that Seller will cure Purchaser's objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period without further liability to either Seller or Purchaser, except for obligations of Purchaser which survive termination of this Agreement.

(d) Notwithstanding anything to the contrary in Section 2(c), above, Seller agrees that if the Title Company excepts to the quality of title of the Property conveyed to Seller because such title was conveyed by Quitclaim Deed, Seller agrees to cause the prior record owner(s) of the Property to execute either a general or special warranty deed to Seller conveying to Seller good and indefeasible title to the Property.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, employees, or contractors shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests and studies as Purchaser may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying

Seller and Title Company in writing prior to the expiration of the Inspection Period and receive a refund of the Earnest Money less the Option Fee. In such event, neither Party shall have any further claim against the other under this Agreement, except for obligations of Purchaser which survive termination of this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. Purchaser shall restore any such damages within five (5) days after any entry on to the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser's obligations under this paragraph shall survive any termination of this Agreement.

4. **Closing.** The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed (the "**Special Warranty Deed**") in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Purchaser; and

(iii) possession of the Property, free of parties in possession

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price in "good funds" as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with Title Company; and

(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.** Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys' fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes as of the Closing Date for the Property for the calendar year of Closing. PURCHASER REPRESENTS THAT IT IS EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens;

(ii) One half of the Title Company's escrow fee;

(iii) All fees and premiums for the Basic Owners Title Policy to be issued by the Title Company to Purchaser;

(vi) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(v) Seller's attorney's fees, if any; and

(vi) Such other incidental costs and fees customarily paid by sellers of property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and premiums for any optional endorsements, deletions, and amendments to the Basic Owner's Title Policy requested by Purchaser;

(ii) All fees for the Survey (if not paid outside of Closing);

(iii) One half of the Title Company's escrow fee;

(iv) Costs related to preparing and recording the Special Warranty Deed;

(v) All costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees; and

(vi) Such other incidental costs and fees customarily paid by purchasers of property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** The current zoning, the lien for current taxes, any exceptions to title to which no objection is made by Purchaser pursuant to Section 2(c) and any matters set forth on the Title Commitment or Survey as of the date of expiration of the Inspection Period shall be deemed to be Permitted Exceptions. In no case shall any lien created or assumed by Seller which is noted on Schedule C of the Title Commitment be deemed a Permitted Exception with respect to the Property, and, notwithstanding Section 2(c), above, shall be cured prior to Closing. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which relate to Seller's corporate existence or authority, remove all liquidated liens created or assumed by Seller, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement which are not permitted pursuant to the provisions of

this Agreement, and use due diligence to cure the Title Objections that Seller has agreed to cure by written notice to Purchaser.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2(a), it has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9. The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Purchaser represents that as of the Closing Date that it:

(i) will have fully inspected, or been provided the opportunity to inspect, the Property; and

(ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing. Seller shall have no liability for any repairs or remediation or contribution to same after Closing, all such costs being assumed by Purchaser.

(c) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement. Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser hereby releases Seller and its agents and beneficiaries from all claims, suits, liabilities, costs, damages, expenses, and attorneys' fees arising from or related to any fault, defect, or condition affecting the Property.

11. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement and receive a refund of the Earnest Money and Option Fee.

12. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the Party's attorney at the addresses indicated above.

13. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the Parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both Parties.

(c) **Assignment.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) **Effective Date.** The Effective Date of this Agreement shall be the date on which the following conditions have been satisfied:

(i) authorized representatives of the Parties have signed this Agreement; and

(ii) a fully signed copy of this Agreement has been delivered to the Title Company, with such receipt being acknowledged by Title Company.

(f) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(g) **Brokers.** The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(j) Law Governing. This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(k) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the Closing shall survive.

14. Approval of Governing Bodies; Termination. This Agreement shall terminate on June 1, 2021, and the Earnest Money (but not the Option Fee) shall be returned to Purchaser if on or before June 1, 2021:

(a) Purchaser's Board of Directors has failed to authorize the negotiation and execution of this Agreement or ratified the actions of Purchaser's president in signing this Agreement; and

(b) The City Council of the City of Lake Dallas, Texas, has failed to authorize Purchaser to enter into this Agreement.

(signatures on following page)

SIGNED AND AGREED this the 20 day of April, 2021.

PURCHASER:

Lake Dallas Community Development Corporation,
a Texas non-profit economic development corporation

DocuSigned by:
By: 
412DF504404077
Mike Mayberry, President

SIGNED AND AGREED this the 20 day of April, 2021.

SELLER:

Eagle Sticker & Lube, LLC,
a Texas limited liability company

DocuSigned by:
Berdj Tjandramulia,
83D26B8D-31E1-4031-B07A-4C8C9A9A9A9A

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Purchaser and Seller on the ____ day of _____, 2021.

By: _____

Name: _____

Title:

Freedom Title
3624 Long Prairie Road, Suite 101
Flower Mound, Texas 75022



Community Development Corporation

AGENDA MEMO

Prepared By: Lancine Bentley, Community Development Coordinator

May 10, 2021

Parks' Projects Funding

DESCRIPTION:

Hold a discussion and take appropriate action to fund Parks' projects.

BACKGROUND INFORMATION:

In reviewing the minutes of the July 13, 2020 CDC meeting, at which a lengthy discussion occurred regarding Community Development Corporation (CDC) allocations to the City budget for parks projects, a consensus on allocations for the projects was reached but no official vote was taken. In September 2020, the CDC budget was approved by Council, which included line item 55520 (Capital Outlay-CDC Projects) in the amount of \$200k, of which \$69,000 was for the following parks projects:

- the addition of trees in River Oaks Park,
- the replacement of trees in Community Park,
- the addition of benches, garbage cans, and picnic tables in Thousand Oaks Park, and
- the construction of a concrete walking trail, improvements to the basketball court, tree replacement, and the addition of tennis court/bleacher seating in City Park.

There needs to be an agreement in place for all transfer of funds by the CDC to the City, even if approved in the annual budget.

During the April 12, 2021 CDC meeting, a vote was taken to approve the \$69,000 allocation to city parks projects contingent upon information being provided by staff regarding the costs associated with the construction of the concrete walking trail in City Park. The previous project estimate was \$56,000 to construct a path from the north end of the park to Shady Shores Drive. However, due to the increase in materials, particularly concrete, the CDC asked for a cost report prior to the City initiating this project. At this time, the City is delaying the construction of this trail due to high construction costs. The City will return at a future date to seek funding for this project.

FINANCIAL CONSIDERATION:

The cost of these projects was estimated at \$69,000. The decision to delay the City Park concrete walking trail results in the CDC retaining \$56,000 of the estimated project amount in this year's CDC budget.