



**Board of Directors
Lake Dallas Community Development Corporation
Regular Meeting
City Hall, 212 Main Street, Lake Dallas, TX 75065
November 8, 2021 at 7:00 p.m.
Agenda**

- 1. Call to Order & Determination of Quorum**
- 2. Citizen Agenda & Public Comment:** An opportunity for citizens to address the Lake Dallas 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 August 9, 2021 and September 13, 2021 minutes.**
- 4. Approval of the August 2021 financials.**
- 5. Hold a discussion and take appropriate action on a recommendation to the City Council regarding the appointment of members to the Lake Dallas Community Development Corporation.**
- 6. Receive a report, hold a discussion, and take appropriate action, if any, to authorize an agreement with Freedom Commercial Services, LLC for property maintenance services on CDC-owned properties.**
- 7. Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a professional services agreement with AXIS Realty Group for brokerage services for LDCDC-owned properties.**
- 8. Receive a report and hold a discussion regarding the update provided by The Retail Coach.**
- 9. Receive a report, hold a discussion, and take action, if any, regarding the Corporation's economic development goals and objectives, including the economic development strategic plan and economic development activities.**

10. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, sale, or value of real property located within the Downtown Overlay and I35 Business Corridor Districts.

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 November 5, 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 meeting on August 9, 2021, in the Lake Dallas City Hall, 212 Main Street, 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 7:01 p.m.

Present:

Charlie Price	Member 1
Terry Tuck	Vice Chairperson, Member 2
Kristy Bleau	Member 3
Andi Nolan	Member 4 (arrived at 7:04 p.m.)
Evan Huff	Member 5
Mike Mayberry	Chairperson, Member 6
Glynn Vrba	Member 7

Absent: None

Staff members: City Secretary Codi Delcambre, Development Service Coordinator Lancine Bentley, Public Works Superintendent Layne Cline and Interim Finance Director Jennifer Fung.

2. Citizen Agenda & Public Comment:

Mike Mayberry opened Citizen's Agenda.

No one spoke.

Mike Mayberry closed the Citizen's Agenda.

3. Approval of the July 12, 2021 minutes.

Motion approve July 12, 2021 minutes for was made by Terry Tuck and seconded by Andi Nolan.

Ayes: Charlie Price, Andi Nolan, Kristy Bleau, Glynn Vrba, Mike Mayberry, Evan Huff and Terry Tuck.

Noes: None

Motion Passed 7-0

4. Approval of the June 2021 financials.

Motion approve the June 2021 financials was made by Andi Nolan and seconded by Evan Huff.

Ayes: Charlie Price, Andi Nolan, Kristy Bleau, Glynn Vrba, Mike Mayberry, Evan Huff and Terry Tuck.

Noes: None

Motion Passed 7-0

5. Receive a report and consider amendments to the FY2021 CDC budget and the final proposed FY2022 CDC budget.

Motion approve changes as discussed to the proposed FY2022 CDC budget was made by Mike Mayberry and seconded by Rudy Vbra.
Ayes: Charlie Price, Andi Nolan, Kristy Bleau, Glynn Vrba, Mike Mayberry, Evan Huff and Terry Tuck.
Noes: None

Motion Passed 7-0

6. **Receive a report and discuss property maintenance, management actions, demolition activity for properties owned by the Corporation.**

Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

7. **Receive a report, hold a discussion, and take appropriate action regarding payment to Bradley Environmental for the asbestos project design at 312 Main Street and air quality monitoring at 312 Main Street and 103, 105, and 107 S. Lake Dallas Drive related to the demolition of property structures.**

Motion approves the final payment to Bradley Environmental for the asbestos project design at 312 Main Street and air quality monitoring at 312 Main Street and 103, 105, and 107 S. Lake Dallas Drive related to the demolition of property structures in amount of \$6,000 was made by Mike Mayberry and seconded by Charlie Price.

Ayes: Charlie Price, Andi, Nolan, Kristy Bleau, Glynn Vrba, Mike Mayberry, Evan Huff and Terry Tuck.

Noes: None

Motion Passed 7-0

8. **Discuss the proposed demolition of the structures located at 1000-1002 and 1004 S. Stemmons Freeway.**

Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

9. **Receive a report, hold a discussion, and take action, if any, regarding the Corporation's contribution for improvements to city parks in FY2022.**

Received a report from Public Work Superintendent Layne Cline regarding Corporation's contribution for improvements to city parks in FY2022. No action was taken.

10. **Receive a report, hold a discussion, and take action, if any, regarding the Corporation's economic development goals and objectives, including the economic development strategic plan and economic development activities.**

Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

11. **Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, sale, or value of real property located within the Downtown Overlay and I35 Business Corridor Districts.**

CDC Board convened into Executive Session at 7:33 p.m.

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

CDC Board reconvened into Executive Session at 8:28 p.m.

Motion authorized the negotiate and execute the Letter of Intent regarding the sale of 312 Main Street with Isabella Velez or signee for \$250,000 with a grant for \$224,900 subject to construction of certain required improvements.

Ayes: Charlie Price, Andi Nolan, Kristy Bleau, Glynn Vrba, Mike Mayberry, Evan Huff and Terry Tuck.

Noes: None

Motion Passed 7-0

13. Announcements or requests for future agenda items.

14. Adjourn

Terry Tuck adjourned the meeting at 9:37 p.m.

Mike Mayberry, Chairperson

Codi Delcambre, City Secretary



**Lake Dallas Community
Development Corporation**

**Financial Reports
August 2021**

Lake Dallas Community Development Corporation
Monthly Financial Summary
August 2021

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	\$427,449	\$43,290	\$387,952	90.8%
Expenditures	\$629,378	(\$42,823)	\$456,838	72.6%
Net	(\$201,929)	\$86,113	(\$68,886)	

Sales Tax Revenue for August 2021 is \$43,832. This is approximately 11.6% increase from August 2020. As of this month, 94.1% of the budgeted sales tax has been collected.

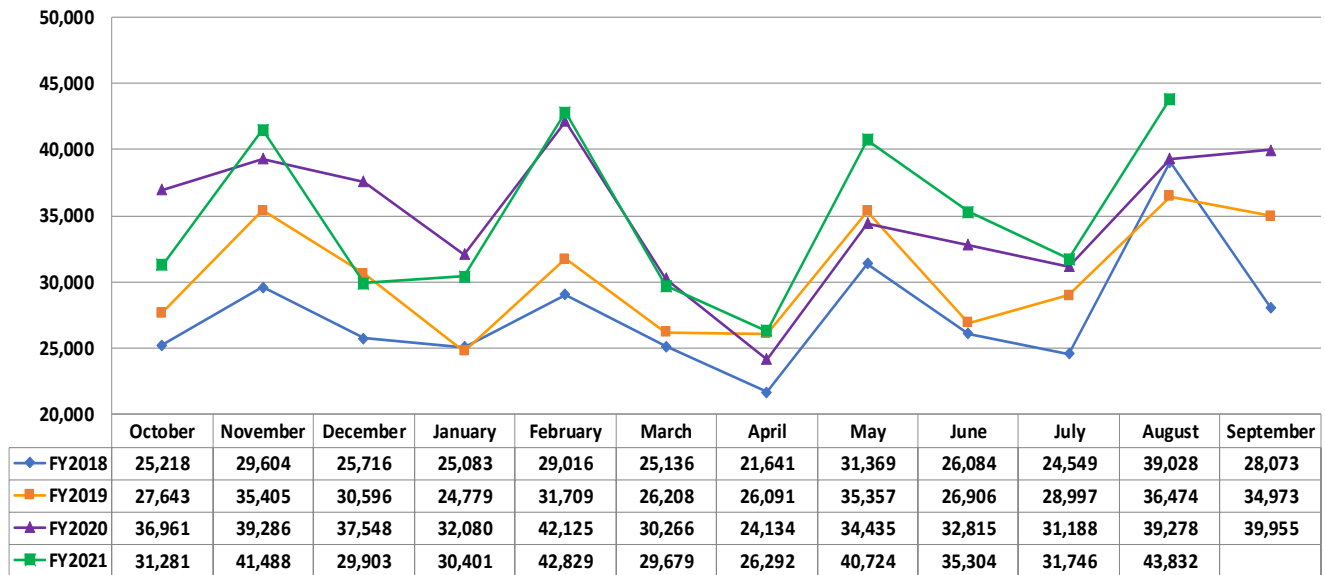
Community Development Corporation has the following cash and investments available as of August 31, 2021.

CDC Investments	\$217,733.96
CDC Checking Account	139,065.94
Total Cash and Investments	\$356,799.90

City of Lake Dallas
Community Development Corporation
Sales Tax Receipts

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
October	23,689	24,888	25,218	27,643	36,961	31,281
November	35,767	27,468	29,604	35,405	39,286	41,488
December	23,625	24,197	25,716	30,596	37,548	29,903
January	18,869	24,962	25,083	24,779	32,080	30,401
February	26,226	30,383	29,016	31,709	42,125	42,829
March	24,069	23,762	25,136	26,208	30,266	29,679
April	21,251	26,732	21,641	26,091	24,134	26,292
May	31,601	30,282	31,369	35,357	34,435	40,724
June	22,787	27,718	26,084	26,906	32,815	35,304
July	22,044	24,330	24,549	28,997	31,188	31,746
August	26,604	29,717	39,028	36,474	39,278	43,832
September	24,161	25,753	28,073	34,973	39,955	
St Comp Audit Adj		67,401				
Annual Auditor accrual	(7,099)	2,465				
Total	\$293,594	\$390,059	\$330,518	\$365,137	\$420,073	\$205,580

Community Development Corporation - Monthly Sales Tax



Budget Details

**Revenues and Expenditures
by Month and Year to Date
Compared to Budget**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
11-00-42112 4B Sales Tax	0.00	43,832.34	\$ 407,500.00	\$ 383,478.35	5.89%
11-00-45480 Property Rental Income	0.00	(550.00)	12,000.00	4,200.00	65.00%
11-00-47482 Interest Income - 4B	0.00	7.20	7,949.00	274.05	96.55%
Total Undefined Sub-Type Revenues	0.00	43,289.54	427,449.00	387,952.40	9.24%
Total Revenues	0.00	43,289.54	427,449.00	387,952.40	9.24%
Total Community Development Corporation Revenues	\$ 0.00	\$ 43,289.54	\$ 427,449.00	\$ 387,952.40	9.24%
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52205 Advertising	0.00	0.00	\$ 24,000.00	\$ 7,655.25	68.10%
11-11-52206 Travel & Training	0.00	0.00	2,000.00	100.00	95.00%
11-11-52207 Dues & Memberships	0.00	0.00	600.00	0.00	100.00%
11-11-52213 Subscriptions & Publications	0.00	0.00	1,500.00	1,500.00	0.00%
Total Supplies Expenditures	0.00	0.00	28,100.00	9,255.25	67.06%
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	0.00	11,000.00	6,146.71	44.12%
11-11-53303 Accounting & Auditor	0.00	0.00	3,250.00	2,750.00	15.38%
11-11-53304 Legal Services	0.00	4,070.00	3,000.00	12,395.00	(313.17%)
11-11-53309 Consultants & Professionals	0.00	0.00	30,000.00	18,150.00	39.50%
11-11-53381 CDC Downtown BIG Grants	0.00	0.00	30,000.00	20,000.00	33.33%
Total Contractual Services Expenditures	0.00	4,070.00	77,250.00	59,441.71	23.05%
Maintenance Expenditures					
11-11-54405 Park Maintenance	0.00	0.00	0.00	500.00	0.00%
11-11-54480 Rental Property Maintenance	0.00	0.00	4,000.00	3,641.25	8.97%
Total Maintenance Expenditures	0.00	0.00	4,000.00	4,141.25	(3.53%)
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	0.00	32,594.71	200,000.00	223,459.22	(11.73%)
Total Capital Outlay Expenditures	0.00	32,594.71	200,000.00	223,459.22	(11.73%)
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Admin	0.00	80,000.00	80,000.00	80,000.00	0.00%
11-11-59119 Transfer to Debt Service Fund	0.00	(159,487.42)	240,028.00	80,540.58	66.45%
Total Transfers Expenditures	0.00	(79,487.42)	320,028.00	160,540.58	49.84%
Total Administration Expenditures	0.00	(42,822.71)	629,378.00	456,838.01	27.41%
Total Community Development Corporation Expenditures	\$ 0.00	\$ (42,822.71)	\$ 629,378.00	\$ 456,838.01	27.41%
Community Development Corporation Excess of Revenues	\$ 0.00	\$ 86,112.25	\$ (201,929.00)	\$ (68,885.61)	65.89%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	0.00	\$	43,289.54	\$	427,449.00	\$	387,952.40		9.24%
Total Expenditures	\$	0.00	\$	(42,822.71)	\$	629,378.00	\$	456,838.01		27.41%
Total Excess of Revenues Over Expenditures	\$	0.00	\$	86,112.25	\$	(201,929.00)	\$	(68,885.61)		65.89%

Accounts Payable Check Register

**Checks Processed
During Posting of
Accounts Payable**

Accounts Payable Check Register Report - IB-Community Development Corporation-1061976*For The Date Range From 8/1/2021 To 8/31/2021**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3672	C	8/13/2021	111	Nichols, Jackson, Dillard	\$4,070.00	O
				Invoice Nbr - Description	GL Account	Amount
				34683--01 - CDC Legal Services	11-11-53304	\$4,070.00
3673	C	8/24/2021	843	Arc Abatement	\$34,251.00	O
				Invoice Nbr - Description	GL Account	Amount
				21-03-098 - Asbestos Abatement for 103, 105, and 107 S. Lake Dallas, and 312 Main Street	11-11-55520	\$34,251.00
					Cleared	\$0.00
					Outstanding	\$38,321.00
					Void	\$0.00



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Assistant to the City Manager

November 8, 2021

Lake Dallas Community Development Corporation Board Appointments

DESCRIPTION:

Hold a discussion and take appropriate action on a recommendation to the City Council regarding the appointment of members to the Lake Dallas Community Development Corporation.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) has three (3) expired terms on the board of directors as of October 31, 2021: Place 2 (Terry Tuck), Place 4 (Andi Nolan), and Place 6 (Mike Mayberry). All three members have submitted applications for consideration to renew their service on the board.

RECOMMENDED MOTIONS:

I move to approve/deny the application of Terry Tuck to serve in Place 2, Andi Nolan to serve in Place 4, and Mike Mayberry to serve in Place 6 of the Lake Dallas Community Development Corporation.

ATTACHMENT(S):

1. Applications



LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION

AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager

November 8, 2021

Hire of Maintenance Services for LDCDC-Owned Properties

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, to authorize an agreement with Freedom Commercial Services, LLC for property maintenance services on CDC-owned properties.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation ("CDC") owns several properties in Lake Dallas. Currently, the property inventory includes 101, 103, 105, and 107 S. Lake Dallas Drive, 312 Main Street, 1000, 1002 and 1004 S. Stemmons Freeway. At this time, structures have been removed from 103, 105, and 107 S. Lake Dallas Drive, and 312 Main Street. The S. Stemmons properties have structures that are to be demolished in the future, and 101 S. Lake Dallas Drive is vacant land. Until these properties are sold, they remain the maintenance responsibility of the CDC.

Quotes were requested from three vendors for the provision of mowing, weed eating, edging, and trash removal services.

FINANCIAL CONSIDERATION:

- Lawn Butler does not provide as-needed services but rather has quoted \$250 per month for the above-listed services.
 - 312 Main Street—five (5) months will receive one cycle and seven (7) months will receive two cycles for a total of 19 annual cycles performed at a cost of \$250 per month or \$3,000 annually. The contract may be terminated without penalty with a 30-day notice.
 - 103 – 107 S. Lake Dallas Drive—same cycles as above but at a cost of \$375 per month or \$4,500 annually.
- Freedom Commercial Services, LLC can provide the above-listed services on an as-needed basis. Costs range from \$85 (parcels 10,000 sf or less) to \$100 (parcels up to one

acre). Removal of litter of one (1) cubic yard or less is included in the base price. Removal of litter exceeding one (1) cubic yard will have an additional charge of \$38 per cubic yard applied.

- Three Kings Groundskeeping did not provide a quote.

RECOMMENDATION:

Staff recommends acceptance of the quote for as-needed property maintenance services as received from Freedom Commercial Services, LLC in an annual amount not to exceed \$4,000.

POSSIBLE MOTIONS:

I move to authorize/not authorize the LDCDC Chairperson to negotiate and execute a contract for property maintenance services with Freedom Commercial Services, LLC for all CDC-owned properties in an annual amount not to exceed \$4,000.

ATTACHMENT(S):

Vendor Quotes

Freedom Commercial Services, LLC

3083 Trails End

Aubrey, TX 76227

+1 9402227008

louie@freedomcommercialservices.com

ADDRESS

Lancine Bentley
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065
United States

SHIP TO

Lancine Bentley
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065
United States

Estimate 10892**DATE 11/03/2021**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/03/2021	abatement services	Mow edge trim parcels of land up to 10,000 sq. ft. and remove liter up to 1 cubic yard	1	85.00	85.00
11/03/2021	abatement services	Mow edge trim parcels of land up to 10,001 to 20,000 sq. ft. and remove liter up to 1 cubic yard	1	90.00	90.00
11/03/2021	abatement services	Mow edge trim parcels of land up to 20,001 to 30,000 sq. ft. and remove liter up to 1 cubic yard	1	95.00	95.00
11/03/2021	abatement services	Mow edge trim parcels of land up to 30,001 to 43,560 sq. ft. and remove liter up to 1 cubic yard	1	100.00	100.00
11/03/2021	abatement services	Mow edge trim parcels of land greater than one acre (cost per acre to mow)	1	105.00	105.00
11/03/2021	abatement services	trash and debris removal includes dump fees minimum charge of \$85 (up to 2.27 cubic yards) after that a rate of \$38 per cubic yard will apply	1	85.00	85.00
11/03/2021	abatement services	Trash and debris removal / bulk item / refrigerator / couch / appliance / Each /	1	100.00	100.00
11/03/2021	abatement services	Trash and debris removal / tires additional \$10 each	1	10.00	10.00
11/03/2021	abatement services	Securing open and vacant structures \$85 per opening	1	85.00	85.00
11/03/2021	Labor only	Out of scope additional labor / mowing and weed eating beyond normal means \$25 an hour	1	25.00	25.00



The *Butler*
Companies

LANDSCAPE MANAGEMENT AGREEMENT

State of Texas

County of Denton

Agreement made this _____, by and between LAWN BUTLER, a Texas company and

City Of Lake Dallas

Hereinafter called "Customer"

312 Main St.

Address

Lake Dallas

City

TX

State

75065

Zip

PURPOSE OF AGREEMENT

The purpose of this agreement is to state the terms and conditions under which Lawn Butler will provide landscape maintenance services of CUSTOMER on the premises located at:

Same as above

Said premises are owned and /or managed by the CUSTOMER, hereinafter referred to as THE PROPERTY: In the event such premises are not owned by the CUSTOMER, CUSTOMER unequivocally state herein that CUSTOMER has the authority to the title owner to execute this contract and that for the purpose of this agreement, CUSTOMER stands in the name, place, and stead for all purposes as the title owner.

Now, therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. SERVICE TO BE PERFORMED: LAWN BUTLER agrees to perform the landscape maintenance services as set forth on SCHEDULE A attached hereto.
2. MATERIALS AND SUPPLIES: LAWN BUTLER will furnish all materials and equipment to perform the foregoing services with the exception of the following items:
_____.
3. COMPENSATION: CUSTOMER agrees to pay LAWN BUTLER the "CONTRACT PRICE" for the performance of the services to be performed, subject only to additions and deletions of the contract, as may be mutually agreed upon in writing by both parties. The CONTRACT PRICE is that amount stated in part 4 or 5 of this contract, which represents LAWN BUTLER compensation for the services rendered hereunder over the full term of the contract. Should customer not complete full term of contract, customer will be billed for actual services rendered.
4. PAYMENT OF CONTRACT: The CONTRACT PRICE is payable in 12 monthly installments of \$ 250.00 (plus applicable sales tax). (Subject to a Fuel Surcharge). The first installment being due and payable upon execution of this agreement and acceptance thereof by LAWN BUTLER, with a

like installment being due and payable on the 1st day of each succeeding month until the CONTRACT PRICE is fully paid. (OR)

5. CONTRACT "MULTI-SERVICE DISCOUNT" (MSD) PRICE: CUSTOMER agrees to pay LAWN BUTLER the "MSD CONTRACT PRICE" upon agreement of certain restrictions. The MSD CONTRACT PRICE (Applicable when lawn and pool agreements are signed for the same property and when offered) is payable in 12 monthly installments of \$_____ (plus applicable sales tax). (Subject to a Fuel Surcharge). Due on 1st day of each month until paid in full.
6. TERM OF THE AGREEMENT: The term of this agreement shall commence on the ____ day of ____, 20__ and shall continue in full force and effect for a period of 12 months and thereafter. This agreement may be terminated during said term with the prior written notice of 30 days (certified mail) from either party. Contract will automatically renew prior to (30 days) its expiration date.
7. CUSTOMER'S DUTY TO INSPECT WORK: Customer herein has a duty to inspect the property described herein within three (3) days after any services described on Schedule A have been completed by LAWN BUTLER. If customer is dissatisfied with any of the work performed, notice of such dissatisfaction shall be given to LAWN BUTLER, in writing, within five (5) days from the completion of the services. LAWN BUTLER shall then have fifteen (15) days to repair or correct such work at no additional cost to customer. Customer's failure to properly notify LAWN BUTLER of dissatisfaction of any work called for under this contract, shall constitute a waiver of any claim to offset customer may have in regard to the services rendered by LAWN BUTLER under this agreement.
8. MODIFICATION OF CONTRACT: This contract may not be modified except in writing and signed by both parties of the agreement.
9. INSURANCE AND BOND: LAWN BUTLER will carry complete and adequate Worker's Compensation, Public Liability and Property Damage Insurance. All of its employees shall at all times, at the expense of LAWN BUTLER be covered by a blanket fidelity bond.
10. CANCELLATION OF AGREEMENT AND LIQUIDATED DAMAGES: It is agreed by the parties that the actual damages which might be sustained by the reason of the breach of the contract by customer (terminating prior to the expiration of the contract term) would be difficult to ascertain. Therefore it is agreed that the customer will be responsible for payment of all services rendered during said term upon early termination of agreement. Payment for services rendered, as is with all outstanding invoices, will be due prior to last day of service. All outstanding invoices not paid before last service day will be subject to late fees and finance charges.
11. DEFAULT BY CUSTOMER: The failure of the customer to pay all or any part of any accrued portion of the CONTRACT PRICE as is provided in paragraphs 3 & 4 herein within ten (10) days from the date thereof shall constitute a complete breach of this contract and shall entitle LAWN BUTLER to recover damages for said breach as is treat said default in payment by customer as complete breach of this agreement, installments as an addition to the CONTRACT PRICE.
12. LATE FEES: All invoices are due upon receipt. LAWN BUTLER has the right to charge applicable "Late Fees" and "Finance Charges" for all invoices over 30 days past due.
13. ACTS OF GOD: In the event that the performance by LAWN BUTLER of any of its services hereunder shall be interrupted or delayed by an occurrence not occasioned by LAWN BUTLER, such as acts of God, then LAWN BUTLER shall be excused from such performance for such period of time as is necessary after such occurrence to remedy the effects thereof.
14. H2B VISA WORKERS: By signing contract below, customer understands that Lawn Butler is a "hire U.S. workers first" company. In the event U.S. workers are not available to complete the workforce needed to provide said maintenance for customer, Lawn Butler will apply for the hiring of H2B workers through the proper applicable U.S. agencies. In the event Lawn Butler is unable to hire said visa workers due to visa caps, government delays or shutdowns and as a result cannot provide the necessary labor to maintain customer's property, Lawn Butler will have the ability to terminate this contract with no prior notice. Customer also agrees that Lawn Butler will not be subject to any fees or penalties and be protected from any legal action by customer due to termination of contract as a result of lack of labor to perform work for customer and Lawn Butler will receive from customer all monies due for work performed as stated in contract through last service completed.

15. MISCELLANEOUS PROVISIONS:

- A) NOTICE: Any notice to be given hereunder by either party to the other shall be in writing and may be affected by registered or certified mail, return receipt requested. Notice to LAWN BUTLER shall be sufficient if made or addressed to 114 Gotcher, Lake Dallas, Tx 75065 and the customer at the address stated above in this contract.
- B) PARTIES BOUND: This agreement shall be binding upon to insure the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this agreement.
- C) LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D) TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
- E) VENUE: Should any dispute arise between the parties hereto that results in legal action being taken by either party, the parties agree that the proper venue of such action shall be in Denton County, Texas.
- F) ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that any party, which is not embodied herein, orally or otherwise, has made no representation, inducements, promises, or agreements, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.
- G) ASSIGNMENT OF CONTRACT: Either party without the prior consent of the other party shall not assign this agreement.

ATTORNEYS FEES AND COURT COSTS: Should either party default in any of its obligations hereunder the other party shall be entitled to recover (in addition to any other damages herein provided) reasonable attorney's fees and court costs in addition to any other relief which might be awarded.

Upon acceptance by LAWN BUTLER, the parties hereto shall be contractually bound and shall be entitled to and responsible for any and all rights and obligations herein created.

Executed by the parties hereto on the day and year above written,

ACCEPTED:

LAWN BUTLER:

By: _____
Customer

By: _____
Lawn Butler Representative

Print Name
Date

Date

Print Name

Lawn Butler
114 Gotcher Ave.
Lake Dallas, TX 75065
P.O. Box 2015 Lake Dallas, TX 75065
Ph: 972-317-2200
www.thebutlercompanies.com



The *Butler*
Companies

LANDSCAPE MANAGEMENT AGREEMENT

State of Texas

County of Denton

Agreement made this _____, by and between LAWN BUTLER, a Texas company and

City Of Lake Dallas

Hereinafter called "Customer"

103-107 Lake Dallas Dr.

Address

Lake Dallas

TX

75065

City

State

Zip

PURPOSE OF AGREEMENT

The purpose of this agreement is to state the terms and conditions under which Lawn Butler will provide landscape maintenance services of CUSTOMER on the premises located at:

Same as above

Said premises are owned and /or managed by the CUSTOMER, hereinafter referred to as THE PROPERTY: In the event such premises are not owned by the CUSTOMER, CUSTOMER unequivocally state herein that CUSTOMER has the authority to the title owner to execute this contract and that for the purpose of this agreement, CUSTOMER stands in the name, place, and stead for all purposes as the title owner.

Now, therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **SERVICE TO BE PERFORMED:** LAWN BUTLER agrees to perform the landscape maintenance services as set forth on SCHEDULE A attached hereto.
2. **MATERIALS AND SUPPLIES:** LAWN BUTLER will furnish all materials and equipment to perform the foregoing services with the exception of the following items:
_____.
3. **COMPENSATION:** CUSTOMER agrees to pay LAWN BUTLER the "CONTRACT PRICE" for the performance of the services to be performed, subject only to additions and deletions of the contract, as may be mutually agreed upon in writing by both parties. The CONTRACT PRICE is that amount stated in part 4 or 5 of this contract, which represents LAWN BUTLER compensation for the services rendered hereunder over the full term of the contract. Should customer not complete full term of contract, customer will be billed for actual services rendered.
4. **PAYMENT OF CONTRACT:** The CONTRACT PRICE is payable in 12 monthly installments of \$ 375.00 (plus applicable sales tax). (Subject to a Fuel Surcharge). The first installment being due and payable upon execution of this agreement and acceptance thereof by LAWN BUTLER, with a

like installment being due and payable on the 1st day of each succeeding month until the CONTRACT PRICE is fully paid. (OR)

5. CONTRACT "MULTI-SERVICE DISCOUNT" (MSD) PRICE: CUSTOMER agrees to pay LAWN BUTLER the "MSD CONTRACT PRICE" upon agreement of certain restrictions. The MSD CONTRACT PRICE (Applicable when lawn and pool agreements are signed for the same property and when offered) is payable in 12 monthly installments of \$_____ (plus applicable sales tax). (Subject to a Fuel Surcharge). Due on 1st day of each month until paid in full.
6. TERM OF THE AGREEMENT: The term of this agreement shall commence on the ____ day of ____, 20__ and shall continue in full force and effect for a period of 12 months and thereafter. This agreement may be terminated during said term with the prior written notice of 30 days (certified mail) from either party. Contract will automatically renew prior to (30 days) its expiration date.
7. CUSTOMER'S DUTY TO INSPECT WORK: Customer herein has a duty to inspect the property described herein within three (3) days after any services described on Schedule A have been completed by LAWN BUTLER. If customer is dissatisfied with any of the work performed, notice of such dissatisfaction shall be given to LAWN BUTLER, in writing, within five (5) days from the completion of the services. LAWN BUTLER shall then have fifteen (15) days to repair or correct such work at no additional cost to customer. Customer's failure to properly notify LAWN BUTLER of dissatisfaction of any work called for under this contract, shall constitute a waiver of any claim to offset customer may have in regard to the services rendered by LAWN BUTLER under this agreement.
8. MODIFICATION OF CONTRACT: This contract may not be modified except in writing and signed by both parties of the agreement.
9. INSURANCE AND BOND: LAWN BUTLER will carry complete and adequate Worker's Compensation, Public Liability and Property Damage Insurance. All of its employees shall at all times, at the expense of LAWN BUTLER be covered by a blanket fidelity bond.
10. CANCELLATION OF AGREEMENT AND LIQUIDATED DAMAGES: It is agreed by the parties that the actual damages which might be sustained by the reason of the breach of the contract by customer (terminating prior to the expiration of the contract term) would be difficult to ascertain. Therefore it is agreed that the customer will be responsible for payment of all services rendered during said term upon early termination of agreement. Payment for services rendered, as is with all outstanding invoices, will be due prior to last day of service. All outstanding invoices not paid before last service day will be subject to late fees and finance charges.
11. DEFAULT BY CUSTOMER: The failure of the customer to pay all or any part of any accrued portion of the CONTRACT PRICE as is provided in paragraphs 3 & 4 herein within ten (10) days from the date thereof shall constitute a complete breach of this contract and shall entitle LAWN BUTLER to recover damages for said breach as is treat said default in payment by customer as complete breach of this agreement, installments as an addition to the CONTRACT PRICE.
12. LATE FEES: All invoices are due upon receipt. LAWN BUTLER has the right to charge applicable "Late Fees" and "Finance Charges" for all invoices over 30 days past due.
13. ACTS OF GOD: In the event that the performance by LAWN BUTLER of any of its services hereunder shall be interrupted or delayed by an occurrence not occasioned by LAWN BUTLER, such as acts of God, then LAWN BUTLER shall be excused from such performance for such period of time as is necessary after such occurrence to remedy the effects thereof.
14. H2B VISA WORKERS: By signing contract below, customer understands that Lawn Butler is a "hire U.S. workers first" company. In the event U.S. workers are not available to complete the workforce needed to provide said maintenance for customer, Lawn Butler will apply for the hiring of H2B workers through the proper applicable U.S. agencies. In the event Lawn Butler is unable to hire said visa workers due to visa caps, government delays or shutdowns and as a result cannot provide the necessary labor to maintain customer's property, Lawn Butler will have the ability to terminate this contract with no prior notice. Customer also agrees that Lawn Butler will not be subject to any fees or penalties and be protected from any legal action by customer due to termination of contract as a result of lack of labor to perform work for customer and Lawn Butler will receive from customer all monies due for work performed as stated in contract through last service completed.

15. MISCELLANEOUS PROVISIONS:

- A) NOTICE: Any notice to be given hereunder by either party to the other shall be in writing and may be affected by registered or certified mail, return receipt requested. Notice to LAWN BUTLER shall be sufficient if made or addressed to 114 Gotcher, Lake Dallas, Tx 75065 and the customer at the address stated above in this contract.
- B) PARTIES BOUND: This agreement shall be binding upon to insure the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this agreement.
- C) LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D) TEXAS LAW TO APPLY: This agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
- E) VENUE: Should any dispute arise between the parties hereto that results in legal action being taken by either party, the parties agree that the proper venue of such action shall be in Denton County, Texas.
- F) ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that any party, which is not embodied herein, orally or otherwise, has made no representation, inducements, promises, or agreements, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.
- G) ASSIGNMENT OF CONTRACT: Either party without the prior consent of the other party shall not assign this agreement.

ATTORNEYS FEES AND COURT COSTS: Should either party default in any of its obligations hereunder the other party shall be entitled to recover (in addition to any other damages herein provided) reasonable attorney's fees and court costs in addition to any other relief which might be awarded.

Upon acceptance by LAWN BUTLER, the parties hereto shall be contractually bound and shall be entitled to and responsible for any and all rights and obligations herein created.

Executed by the parties hereto on the day and year above written,

ACCEPTED:

LAWN BUTLER:

By: _____
Customer

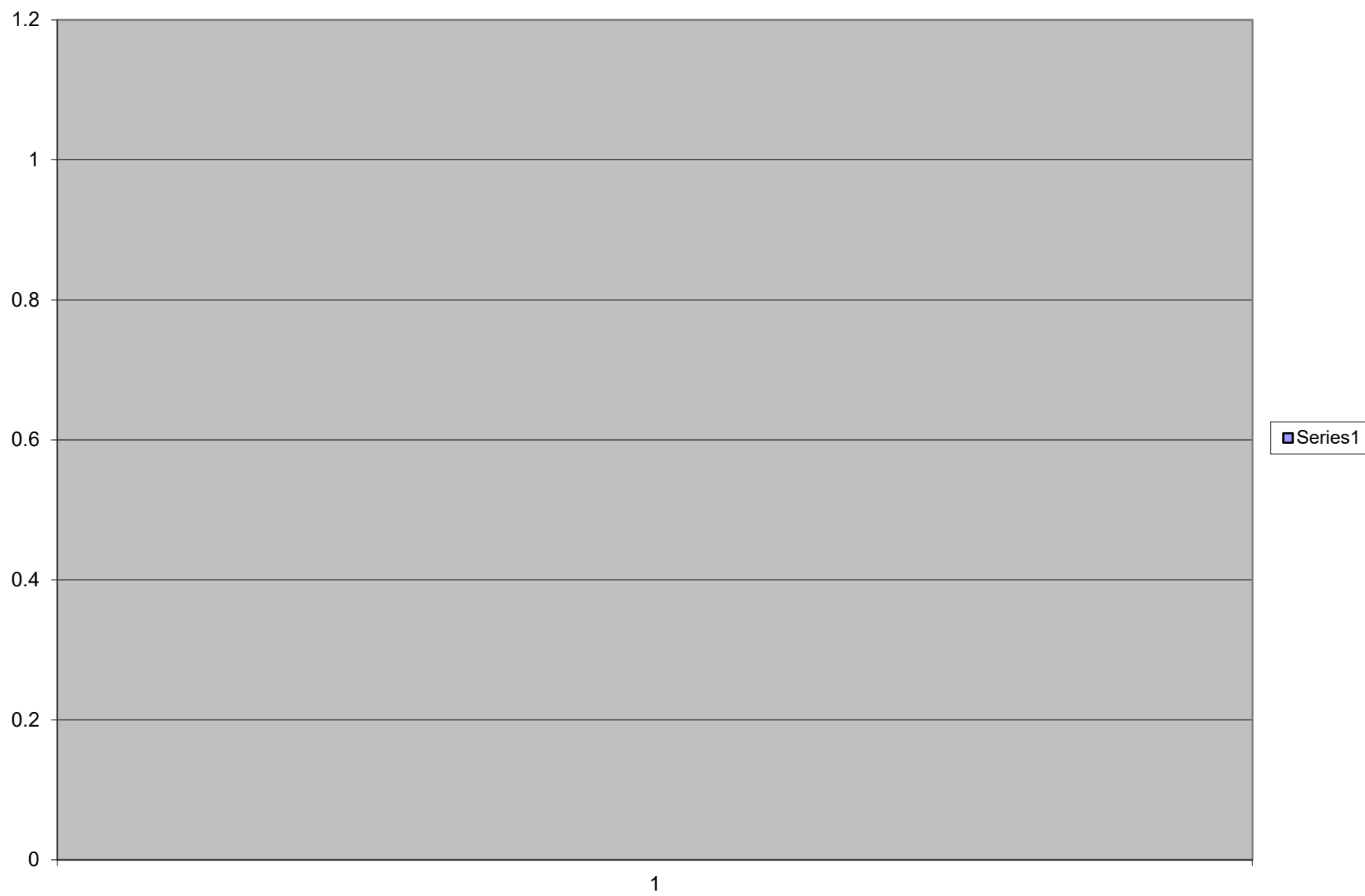
By: _____
Daniel Starnes, Sales Manager

Print Name
Date

Date

Print Name

Lawn Butler
114 Gotcher Ave.
Lake Dallas, TX 75065
P.O. Box 2015 Lake Dallas, TX 75065
Ph: 972-317-2200
www.thebutlercompanies.com



114 Gotcher
Lake Dallas, TX 75065
P. 972 317-2200

PROPERTY ADDRESS	City of Lake Dallas
	312 Main St.
	Lake Dallas, TX 75065
CONTACT	Layne Cline
PHONE	
FAX	
EMAIL:	
MAPSCO	NUMBER OF UNITS

MANAGEMENT	_____
ADDRESS	_____

CONTACT	_____
PHONE	_____
FAX	_____
EMAIL:	_____
SALESPERSON	Daniel Starnes

[illegible]

COST PER YEAR

Prorated Over 12 Months: See Contract

*Prices do not include applicable sales tax.



**COMMUNITY DEVELOPMENT CORPORATION
AGENDA MEMO**

Prepared By: Lancine Bentley, Assistant to the City Manager

November 8, 2021

Hire of Brokerage Services

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, regarding a proposed agreement with AXIS Realty Group to perform brokerage services relating to the sale of LDCDC-owned properties.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (LDCDC) owns several properties in Lake Dallas. The goal is to sell these properties to developers or business owners who provide a concept plan that aligns with the goals of the CDC to re-develop said properties with high quality restaurant, retail, entertainment, or office uses.

LDCDC board members and staff met with two local developers (VERUS Commercial and AXIS Realty Group) and requested proposals regarding the brokerage, consulting, and development services they offer and associated pricing. AXIS Realty Group provided a proposal. Due to extenuating circumstances, VERUS Commercial was unable to submit a proposal at this time.

The services outlined in the proposal can be provided as a package or individually.

FINANCIAL CONSIDERATION:

Brokerage Services

- 3% of sales price or market value if gifted on acquisitions
- 6% of sale transaction to be split evenly if outside broker (5% if no outside broker)
- In no event less than \$15,000 per transaction

Consulting Services

- Attend monthly meetings—maximum 3 hours total per month
- Minimum retainer of \$50,000 for a term of one year paid monthly @ \$4,166/month

RECOMMENDATION:

Staff recommends acceptance of the real estate brokerage services and costs as provided in the proposal from AXIS Realty Group.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to negotiate and execute an agreement with Axis Realty Group for real estate brokerage services relating to the marketing and sale of property owned by the Corporation consistent with the proposal dated November 4, 2021.

ATTACHMENT(S):

AXIS Realty Group Proposal

DENTON COUNTY'S LEADER IN COMMERCIAL REAL ESTATE



Brokerage Services • Investment & Development Consulting

REAL ESTATE SERVICES PROPOSAL

Prepared for:



November 4, 2021

ALEX PAYNE
972.979.7727
alex@axisrealty.biz

BRAD ANDRUS
940.368.3588
brad@axisrealty.biz

CHASE TRAUGHBER
972.515.0045
chase@axisrealty.biz



212 South Elm Street | Denton, Texas 76201
940.891.2947 | axisrealty.biz



ALEX PAYNE
President



BRAD ANDRUS
Executive Vice President



CHASE TRAUGHBER
Vice President

BROKERAGE & CONSULTING SERVICES

November 4, 2021

Mr. Mike Mayberry
Lake Dallas CDC Chairperson

Re: Request for Proposal of Brokerage and Consulting Services

Mr. Mayberry:

It is our pleasure to provide you with a proposal for Axis Realty Group to act as the exclusive brokerage representative and real estate consultant for the Lake Dallas Community Development Corporation. We appreciate the opportunity and look forward to work with you and the other members of your board as you strive to improve the front gates of Lake Dallas as well as generate a stronger property and sales tax base. After several decades of assisting clients with their commercial real estate needs in Denton County, we are confident that we are capable and qualified to assist and represent you in these efforts. In addition to hundreds of private investors and companies, we have represented numerous public and non-profit entities, such as the City of Denton, Denton County, Denton Chamber of Commerce, Denton Firemen's Pension Fund, North Central Texas College, the United Way of Denton County, and Grace Like Rain. Additionally, Alex Payne worked directly with the City of Lake Dallas in 2009-2010.

If you choose to hire us, we will want to immediately meet with your board(s) and/or other decision makers at the city to better understand your real estate needs and goals. After working with you to establish your goals, we will work closely with you to help achieve success. We will be prepared to research various real estate tracts as needed, discuss properties that may fit your needs with other brokers and property owners, and bring you numerous options to consider. We will assist you in evaluating the options and continue to refine our efforts with your feedback and direction. If necessary, we can help prepare requests for proposals on specific properties, as well as draft letters of intent. We handle the negotiations necessary to provide you with the terms adequate for your needs. We expect to that we may be called upon to present information and recommendations to the City Council as well.

Our fees for the requested services are outlined below. We have contemplated the time, knowledge, and expertise to effectively serve your needs and hope that you will find our proposed fees satisfactory.

For Brokerage Services:

- 3% of sales price or market value if gifted on acquisitions
- 6% on sale transaction to be split evenly if outside broker (5% if no outside broker)
- In no event less than \$15,000 per transaction

For Consulting Services:

- Attend monthly meetings – maximum 3 hours total per month
- Minimum retainer of \$50,000 for a term of one year paid monthly @ \$4,166/month

Please find included with this proposal other notable assignments, a limited number of references, and bios of the team members that will work to assist you. We appreciate the opportunity to provide this proposal and would welcome further discussions on the phone or in person should you have any further questions.

Sincerely,

Brad Andrus
Executive Vice President, Axis Realty Group

ABOUT US

After several years of experience in the industry, owner and principal, Alex Payne, founded Axis Realty Group in 2007 and sought to create a highly professional commercial real estate brokerage that would focus on Denton, Texas, the greater Denton County region and beyond.

We are well recognized in the Greater Denton marketplace, and our dominant market share is evident by the more than 1 million square feet of commercial property we represent. The experienced members of our firm have handled hundreds of commercial transactions totaling well over \$100 Million in value.

WHY AXIS?

You can trust Axis Realty Group to operate with the highest of ethical standards with our client's interests put before our own. Our team creates value for our clients through our direct, hands-on knowledge of the market and the properties we represent. In addition, our state-of-the-art market intelligence tools and our extensive property/client database give us a solid platform from which to operate.

"I have had the pleasure of working with Axis Realty Group over the 14 years in a variety of capacities. In my experience, the team at Axis Realty Group has demonstrated an impeccable reputation in Denton County, a broad understanding of the Denton County real estate market, ethical and professional representation, and the ability to productively collaborate with local municipalities."

Marty Rivers

American National Bank & Trust

"I have found the team at Axis Realty Group to be extremely knowledgeable and professional. They have a deep understanding of the Denton market, an aggressive marketing approach, and creative minds necessary to complete deals. They have always been able to set clear expectations and deliver on them, earning my complete confidence."

Terry L. Brockett

LAD Ventures

"I have worked with both Alex Payne and Brad Andrus at Axis and highly recommend both of them and their company for any project that you may have in mind. They are honest and ethical in all their business dealings. I also use their management firm, Northbridge Management, to manage these properties and it is also the best management company I have ever dealt with. "

Dayle Harris

President, Big G, Inc.

NOTABLE PROJECTS



YELLOW DOOR STORAGE
ARGYLE, TX
Storage
Ground Up Development

- 799 units, Class A facility
- Climate controlled, drive-up units, enclosed boat storage
- Completed, opened in 2019



YELLOW DOOR STORAGE
OAK POINT, TX
Storage
Ground Up Development

- 9.5-acre Class A facility
- 646 units, climate controlled, drive-up units
- 183 boat/RV spaces
- Projected opening Spring 2021



OAK POINT BUSINESS PARK
OAK POINT, TX
Industrial
Fee Development

- 46,250 SF small bay industrial
- Projected to complete in 2021
- Development, leasing, management



OFFICES AT EMERY PARK
DENTON, TX
Office/Medical
Ground Up Development

- Speculative six-building, 30,000-SF office park
- Commenced 2018, 100% sold in 2019
- Development, sales, leasing, management



UNICORN LAKE OFFICE PARK
DENTON, TX
Office/Medical
Ground Up Development

- Speculative three-building, 16,600-SF office park
- Commenced 2016, 100% sold in 2019
- Development, sales, leasing, management



OAKMONT OFFICE PARK
DENTON, TX
Office/Medical
Ground Up Development

- Speculative five-building, 34,000-SF office park
- Commenced 2009, 100% leased/sold in 2016
- Development, sales, leasing, management



OFFICES AT TEASLEY PARK
DENTON, TX
Office/Medical
Fee Development

- Speculative seven-building, 34,100-SF office park
- Commenced 2020
- Development, sales, leasing, management

NOTABLE PROJECTS



URBAN LOGISTICS
DENTON, TX
Consulting Assignment

- Class A industrial facility
- 4 buildings



NCTC COMMUNITY COLLEGE
EXPANSION
LAKE DALLAS, TX

Consulting Assignment

- Multi-building campus constructed in phases
- Includes future transit-oriented residential development



3701 E. MCKINNEY ST.
DENTON, TX

Buyer Representation

- 22,236 SF in 4 metal warehouses on 6.39 acres
- Represented buyer in the purchase of multiple parcel assemblage



649 FRANKLIN ST.
LEWISVILLE, TX

Seller Representation

- 68,000 SF industrial building on 5.42 acres
- Represented seller in successful sale/lease back

CLIENT REPRESENTATION

Axis Realty Group is proud to have partnered with the following clients to achieve success for their assets:

City of Denton

Denton County

Denton Fireman's Pension Fund

United Way of Denton County, Inc.

Denton Chamber of Commerce

North Central Texas College

Midwestern State University

NB Real Estate Fund 1

First United Bank

Porter Investments

Responsive Education

Yellow Door Storage

Little Guys Movers

ALEX PAYNE PRESIDENT

EDUCATION AND QUALIFICATIONS:

University of Texas at Austin, BA

AFFILIATIONS AND MEMBERSHIPS:

North Texas Commercial Association of Realtors (NTCAR)
Greater Denton/Wise County Association of Realtors (GDWCAR)
International Council of Shopping Centers (ICSC)

AREAS OF EXPERTISE:

Project Leasing - Office, Retail, Industrial
Land & Commercial Property Sales
Tenant Representation
Development Consulting
Investment Sales



NOTABLE CLIENTS/TRANSACTIONS:

Landlords:

Granite Properties - Leasing and Sale of 300,000 SF Class A Industrial Park
Exeter Property Group - Leasing of Granite Point Business Park
The Martino Group - Leasing of planned 1.5M SF of Class A Industrial space and various office & retail developments
First United Bank - leasing of bank-owned office building; disposition of bank owned assets
Porter Investments

Tenant/Buyer Representation:

Denton County - Exclusive representation of County in all property dispositions and acquisitions
Midwestern State University - Represented in 30,000 Sf Build to suit campus in Flower Mound
North Central Texas College - represented in lease of Flower Mound campus; purchase of new Denton County facility
Denton County MHMR - various office leases
Denton Fireman's Pension Fund - Represented in the purchase of \$8.6M shopping center in 2015
Lily of the Desert - Lease of 400,000 SF manufacturing facility
Northstar Bank - Operations center purchase
Health Services of North Texas - various office lease and purchases
Denton County Transportation Authority (DCTA) - represented in purchase of land for maintenance facility
Eurotek Motors (BMW Motorcycles) - Site selection and exclusive representation
Little Guys Movers - Various leases and purchases

Consulting:

Estate of Peter Kern - expert witness and property evaluation services
City of Lake Dallas
North Central Texas College
First State Bank

ALEX PAYNE PRESIDENT

PROFESSIONAL BACKGROUND:

Axis Realty Group - President/Owner - Founded in 2007
NorthBridge Management and Consulting - Co-Founded 2015

PRIOR PROFESSIONAL EXPERIENCE:

1999-2000: Ely Properties, Austin, TX
2000-2001: Mohr Partners, Dallas, TX
2002-2007: Scott Brown Commercial, Denton, TX - Executive
Vice President

COMMUNITY INVOLVEMENT:

- The Denton Chamber of Commerce
- Denton Economic Development Partnership
- Argyle Chamber of Commerce
- Class of 2004-2005 Leadership Denton
- City of Denton Zoning Board of Adjustment
- Past/Present Board of Directors for the following organizations:
 - Health Services of North Texas
 - Denton Community Theatre
 - Downtown Development Taskforce
 - Texas Filmmakers (Thin Line Film Festival)
 - Denton Community Development Association, President

BRAD ANDRUS EXECUTIVE VICE PRESIDENT

Brad's passion for real estate was first kindled as an investor. As he became exposed to various types of real estate over the years, he has focused his attention on commercial real estate. Prior to accepting a role at Axis Realty Group, Brad spent seven years as Senior Vice President at First State Bank. In that capacity, Brad focused on helping clients acquire and build commercial real estate properties in the Denton area. He was a valued advisor to his clients because of his personal background in real estate. His experience underwriting and financing commercial real estate transactions enables him to professionally guide his clients through underwriting real estate and closing complex transactions.



Brad also has a strong background in construction and property management. His background overseeing construction projects, provides him with the ability to assist his real estate clients through finish out and construction projects. He understands what it takes to own and maintain real estate and enjoys sharing his expertise with his clients.

Brad grew up in Krum, where he graduated high school in 1995. He earned a bachelor's degree from Brigham Young University in marketing and a master's degree in Journalism from the University of North Texas. He currently lives in Krum with his wife, Danielle, and three children - Dallin, Blake and Kali. He serves as a trustee of the Krum Independent School District and is a graduate of the 2006 class of Leadership Denton. In addition to spending time with family, he enjoys traveling and playing sports.

CHASE TRAUGHBER VICE PRESIDENT

Originally from a small East Texas town, Chase has called Denton home since 2008. He attended the University of North Texas from 2010 – 2014, earning his Bachelor of Science degree in Logistics & Supply Chain Management. After two years in the Logistics industry, he was recruited by Axis Realty Group, joining the team in 2016. Chase enjoys meeting new people and serving the various businesses of Denton and surrounding counties.

EDUCATION AND QUALIFICATIONS:

University of North Texas, BS

AFFILIATIONS AND MEMBERSHIPS:

North Texas Commercial Association of Realtors (NTCAR)

Denton County Young Professionals

AREAS OF EXPERTISE:

Commercial Property Sales

Tenant & Landlord Representation

Project Leasing - Industrial, Office, Retail

NOTABLE CLIENTS/TRANSACTIONS:

Landlords:

- Stockbridge - Leasing of Granite Point Business Park
- ResponsiveEd - Leasing of 52,000-SF office building
- First United Bank - Leasing of bank-owned office building
- Porter Investments- Leasing of Commercial property portfolio

Tenant/Buyer Representation:

- Heritage Aviation - Represented in 40,000-SF warehouse facility lease
- Airborne Sports - Represented in 35,000-SF retail lease for 1st TX location
- Premier Enterprises - Represented in 24,000-SF warehouse facility lease
- Shellman's Fine Wine & Spirits - Represented in new 5,000-SF retail lease for 2nd location

- Planting Seeds Counseling & Coaching - Represented in 5,000-SF office lease for 2nd location
- Silicone Specialties Inc - Represented in corporate headquarters expansion at Dallas industrial facility
- NB Denton Truckport - Represented in 63,000-SF industrial investment purchase
- Versa Industries - Facilitated expansion into Texas by brokering 25,000-SF industrial lease, then purchase of 35,000-SF industrial building

Sellers:

- Franklin Street Properties - Represented in 72,000-SF industrial sale/lease back
- Isaacson Family Trust - Represented in 49,000-SF industrial/flex investment sale



From: [Aaron Farmer](#)
To: [Lancine Bentley](#)
Subject: Update
Date: Thursday, November 4, 2021 3:53:49 PM

[EXTERNAL]

Lancine,

Here is the CDC update:

We are prepping for the ICSC Here We Go Conference in early December. We will be representing our clients at this conference and will keep you posted on any leads from the event.

During October, we made several additions to the CDC website in terms of sites and what is available for sale/lease in Lake Dallas. Our team checks listing services weekly and make changes as needed.

Interest in Lake Dallas has been slow as of late from the initial list of prospects.

I have our team working on a new match list system that we are utilizing that will help us identify additional targets for Lake Dallas.

Thanks.

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Economic Development Monthly Report November 2021

9

Asbestos surveying has been completed on 1000 - 1002, and 1004 S. Stemmons. Both properties (Quality Surplus and Everest Liquor) contain asbestos and will have to be remediated prior to demolition. The amount of asbestos contained in Everest Liquor is minimal.

Awaiting final draft of the Municipal Maintenance Agreement (MMA) from TXDOT to address maintenance on TXDOT rights-of-way in Lake Dallas.

Awaiting information about TXDOT surplus property on S. Lake Dallas Drive and the cost for Lake Dallas to obtain said property.

Met with and spoke with DCTA on several occasions about rail trail maintenance issues. DCTA's subcontractor performed an additional, thorough weed and debris removal in and on the stone retaining wall adjacent to the rail line. Beginning March 2022, six (6) additional and more thorough maintenance cycles will be performed to address the retaining wall maintenance and appearance issues.

Awaiting feedback from DART about their property located behind Alsup's and the possibility of Lake Dallas obtaining this property for a pocket park development.