



**Board of Directors
Lake Dallas Community Development Corporation
Regular Meeting
City Hall, 212 Main Street, Lake Dallas, TX 75065
December 13, 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 October 11, 2021 and November 15, 2021 minutes.**
- 4. Approval of the September and October 2021 financials.**
- 5. Receive a report, hold a discussion, and take appropriate action, if any, to modify the Scope of Work in the property maintenance agreement with Freedom Commercial Services, LLC.**
- 6. 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.**
- 7. Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a contract for asbestos abatement and demolition services for 1000 – 1002 and 1004 S. Stemmons Freeway.**
- 8. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.087; To Deliberate Commercial and Financial Information and Economic Incentives for the Following: Project Public Service.**
- 9. Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.**

10. Announcements or requests for future agenda items.

11. 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 December 10, 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.



**Lake Dallas Community
Development Corporation**

**Monthly Financial Reports
September 2021
"Unaudited"**

Lake Dallas Community Development Corporation
Monthly Financial Summary – “Unaudited”
September 2021

This report does not include yearend adjustments and has not been audited. Yearend adjustments for accruals and prepayments have not been reflected in the numbers.

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	\$427,449	\$36,158	\$424,110	99.2%
Expenditures	\$629,378	(\$37,588)	\$494,426	78.6%
Net	(\$201,929)	\$73,746	(\$70,316)	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are \$424,110 and \$494,425. They represent 99.2% and 78.6% of the budget. Expenditures are low due to adjustment of transfers to Debt Service Fund.

Sales Tax Revenue for September 2021 is \$36,151. This is approximately 9.5% decrease from September 2020. As of this month, 102.9% of the budgeted sales tax has been collected. However, the total sales tax revenue is lower than FY2020.

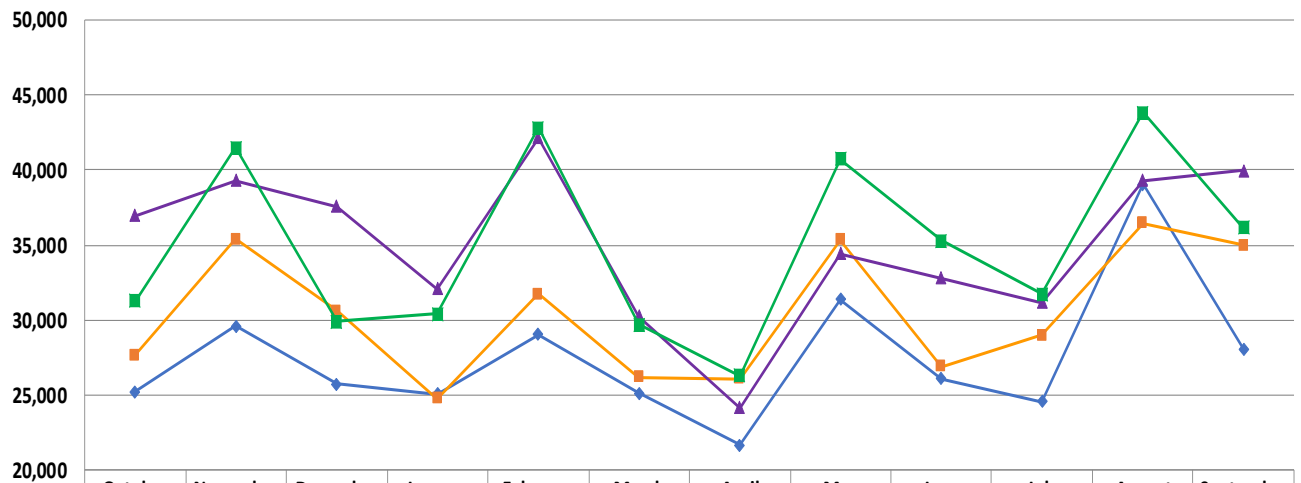
Community Development Corporation has the following cash and investments available as of September 30, 2021.

CDC Investments	\$217,740.49
CDC Checking Account	97,907.96
Total Cash and Investments	\$315,648.45

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	36,151
St Comp Audit Adj		67,401				
Annual Auditor accrual	(7,099)	2,465				
Total	\$293,594	\$390,059	\$330,518	\$365,137	\$420,073	\$419,630

Community Development Corporation - Monthly Sales Tax



	October	November	December	January	February	March	April	May	June	July	August	September
— FY2018	25,218	29,604	25,716	25,083	29,016	25,136	21,641	31,369	26,084	24,549	39,028	28,073
— FY2019	27,643	35,405	30,596	24,779	31,709	26,208	26,091	35,357	26,906	28,997	36,474	34,973
— FY2020	36,961	39,286	37,548	32,080	42,125	30,266	24,134	34,435	32,815	31,188	39,278	39,955
— FY2021	31,281	41,488	29,903	30,401	42,829	29,679	26,292	40,724	35,304	31,746	43,832	36,151

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 2021-12 Ending September 30, 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	36,151.17	\$ 407,500.00	\$ 419,629.52	(2.98%)
11-00-45480 Property Rental Income	0.00	0.00	12,000.00	4,200.00	65.00%
11-00-47482 Interest Income - 4B	0.00	6.53	7,949.00	280.58	96.47%
11-00-49347 Debt Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Undefined Sub-Type Revenues	0.00	36,157.70	427,449.00	424,110.10	0.78%
Total Revenues	0.00	36,157.70	427,449.00	424,110.10	0.78%
Total Community Development Corporation Revenues	\$ 0.00	\$ 36,157.70	\$ 427,449.00	\$ 424,110.10	0.78%
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%
11-11-52212 Flowers/Gifts/Plaques	0.00	0.00	0.00	0.00	0.00%
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	648.46	11,000.00	6,795.17	38.23%
11-11-53303 Accounting & Auditor	0.00	0.00	3,250.00	2,750.00	15.38%
11-11-53304 Legal Services	0.00	647.50	3,000.00	13,042.50	(334.75%)
11-11-53305 Engineering	0.00	0.00	0.00	0.00	0.00%
11-11-53309 Consultants & Professionals	0.00	32,323.00	30,000.00	50,473.00	(68.24%)
11-11-53335 Bank Fees	0.00	0.00	0.00	0.00	0.00%
11-11-53380 Downtown Development	0.00	0.00	0.00	0.00	0.00%
11-11-53381 CDC Downtown BIG Grants	0.00	0.00	30,000.00	20,000.00	33.33%
11-11-53385 Keep Lake Dallas Beautiful	0.00	0.00	0.00	0.00	0.00%
11-11-53405 Parks Operations	0.00	0.00	0.00	0.00	0.00%
Total Contractual Services Expenditures	0.00	33,618.96	77,250.00	93,060.67	(20.47%)
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	3,969.25	200,000.00	227,428.47	(13.71%)
Total Capital Outlay Expenditures	0.00	3,969.25	200,000.00	227,428.47	(13.71%)
Debt Service Expenditures					
11-11-53124 Debt Issue Costs	0.00	0.00	0.00	0.00	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2021-12 Ending September 30, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Debt Service Expenditures	0.00	0.00	0.00	0.00	0.00%
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Admin	0.00	0.00	80,000.00	80,000.00	0.00%
11-11-59119 Transfer to Debt Service Fund	0.00	0.00	240,028.00	80,540.58	66.45%
Total Transfers Expenditures	0.00	0.00	320,028.00	160,540.58	49.84%
Total Administration Expenditures	0.00	37,588.21	629,378.00	494,426.22	21.44%
Total Community Development Corporation Expenditures	\$ 0.00	\$ 37,588.21	\$ 629,378.00	\$ 494,426.22	21.44%
Community Development Corporation Excess of Revenues	\$ 0.00	\$ (1,430.51)	\$ (201,929.00)	\$ (70,316.12)	65.18%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-12 Ending September 30, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	0.00	\$	36,157.70	\$	427,449.00	\$	424,110.10		0.78%
Total Expenditures	\$	0.00	\$	37,588.21	\$	629,378.00	\$	494,426.22		21.44%
Total Excess of Revenues Over Expenditures	\$	0.00	\$	(1,430.51)	\$	(201,929.00)	\$	(70,316.12)		65.18%

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 9/1/2021 To 9/30/2021**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status						
3674	C	9/14/2021	823	Dunaway	\$3,969.25	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>49903 - Parks and Open Spaces Master Plan Fees</td><td>11-11-55520</td><td>\$3,969.25</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	49903 - Parks and Open Spaces Master Plan Fees	11-11-55520	\$3,969.25
Invoice Nbr - Description	GL Account	Amount										
49903 - Parks and Open Spaces Master Plan Fees	11-11-55520	\$3,969.25										
3675	C	9/14/2021	137	Lake Cities Municipal Utility Authority	\$319.59	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Lake Dallas--16 - Monthly Water Bill</td><td>11-11-53301</td><td>\$319.59</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	Lake Dallas--16 - Monthly Water Bill	11-11-53301	\$319.59
Invoice Nbr - Description	GL Account	Amount										
Lake Dallas--16 - Monthly Water Bill	11-11-53301	\$319.59										
3676	C	9/21/2021	111	Nichols, Jackson, Dillard	\$647.50	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>35140--01 - CDC Legal Services</td><td>11-11-53304</td><td>\$647.50</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	35140--01 - CDC Legal Services	11-11-53304	\$647.50
Invoice Nbr - Description	GL Account	Amount										
35140--01 - CDC Legal Services	11-11-53304	\$647.50										
3677	C	9/21/2021	853	Lindamood, Inc.	\$32,323.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Lake Dallas - 4 demos of CDC structures</td><td>11-11-53309</td><td>\$32,323.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	Lake Dallas - 4 demos of CDC structures	11-11-53309	\$32,323.00
Invoice Nbr - Description	GL Account	Amount										
Lake Dallas - 4 demos of CDC structures	11-11-53309	\$32,323.00										
TXU	E	9/20/2021	527	TXU Energy	\$328.87	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>052003230378--01 - Electric Utilities</td><td>11-11-53301</td><td>\$328.87</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	052003230378--01 - Electric Utilities	11-11-53301	\$328.87
Invoice Nbr - Description	GL Account	Amount										
052003230378--01 - Electric Utilities	11-11-53301	\$328.87										
Cleared					\$0.00							
Outstanding					\$37,588.21							
Void					\$0.00							



**Lake Dallas Community
Development Corporation**

**Monthly Financial Reports
October 2021**

Lake Dallas Community Development Corporation
Monthly Financial Summary
October 2021

The Lake Dallas Community Development Corporation Fiscal Year follows the City of Lake Dallas and begins on October 1 and ends on September 30.

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	\$415,300	\$37,399	\$37,399	9.0%
Expenditures	\$466,332	\$23,156	\$23,156	5.0%
Net	(\$51,032)	\$14,243	\$14,243	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are \$37,399 and \$23,156. They represent 9% and 5% of the budget.

Sales Tax Revenue for October 2021 is \$37,399. This represents a 19.6% increase from October 2020. As of this month, 9% of the budgeted sales tax has been collected.

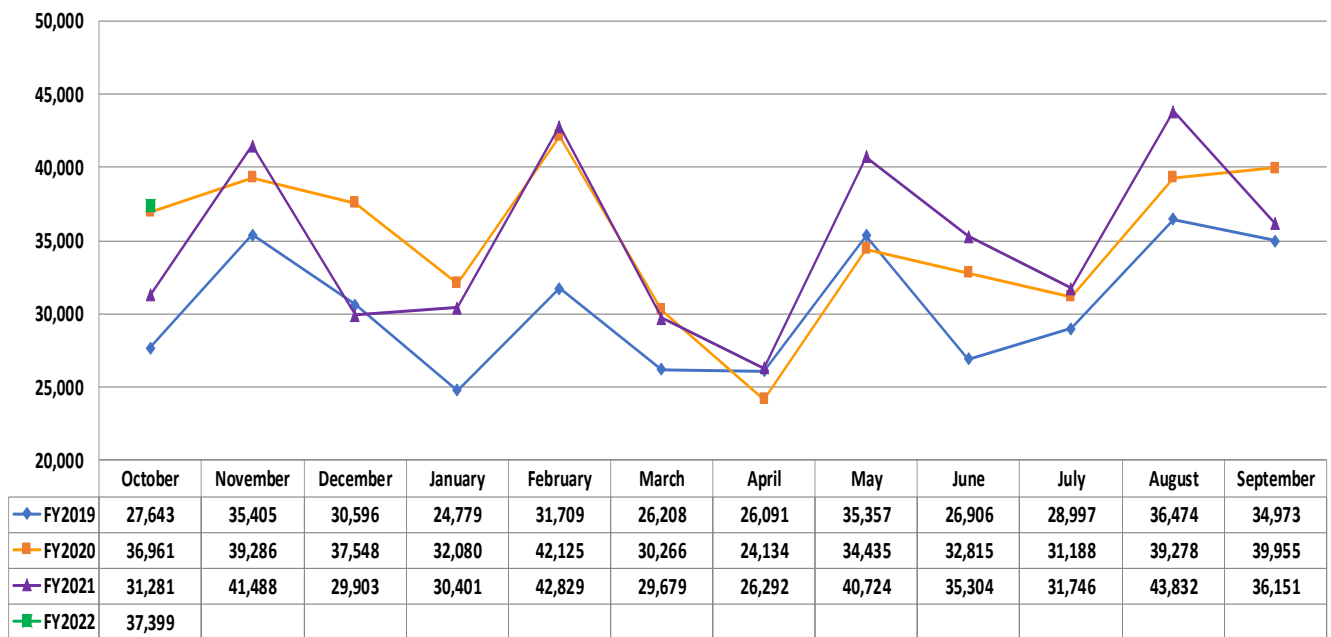
Community Development Corporation has the following cash and investments available as of October 31, 2021.

CDC Investments	\$217,747.13
CDC Checking Account	116,585.47
Total Cash and Investments	<u><u>\$334,332.60</u></u>

City of Lake Dallas
Community Development Corporation
Sales Tax Receipts

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
October	23,689	24,888	25,218	27,643	36,961	31,281	37,399
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	36,151	
St Comp Audit Adj		67,401					
Annual Auditor accrual	(7,099)	2,465					
Total	\$293,594	\$390,059	\$330,518	\$365,137	\$420,073	\$419,630	\$37,399

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 2022-1 Ending October 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	415,000.00	37,398.71	\$ 415,000.00	\$ 37,398.71	90.99%
11-00-45480 Property Rental Income	0.00	0.00	0.00	0.00	0.00%
11-00-47482 Interest Income - 4B	300.00	0.00	300.00	0.00	100.00%
11-00-49347 Debt Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Undefined Sub-Type Revenues	415,300.00	37,398.71	415,300.00	37,398.71	90.99%
Total Revenues	415,300.00	37,398.71	415,300.00	37,398.71	90.99%
Total Community Development Corporation Revenues	\$ 415,300.00	\$ 37,398.71	\$ 415,300.00	\$ 37,398.71	90.99%
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52206 Travel & Training	3,030.00	0.00	\$ 3,030.00	0.00	100.00%
11-11-52207 Dues & Memberships	525.00	0.00	525.00	0.00	100.00%
Total Supplies Expenditures	3,555.00	0.00	3,555.00	0.00	100.00%
Contractual Services Expenditures					
11-11-53301 Utilities	10,000.00	805.11	10,000.00	805.11	91.95%
11-11-53303 Accounting & Auditor	3,250.00	0.00	3,250.00	0.00	100.00%
11-11-53304 Legal Services	8,000.00	277.50	8,000.00	277.50	96.53%
11-11-53309 Consultants & Professionals	15,000.00	8,410.25	15,000.00	8,410.25	43.93%
Total Contractual Services Expenditures	36,250.00	9,492.86	36,250.00	9,492.86	73.81%
Maintenance Expenditures					
11-11-54480 Rental Property Maintenance	4,000.00	250.00	4,000.00	250.00	93.75%
Total Maintenance Expenditures	4,000.00	250.00	4,000.00	250.00	93.75%
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	50,000.00	6,746.00	50,000.00	6,746.00	86.51%
Total Capital Outlay Expenditures	50,000.00	6,746.00	50,000.00	6,746.00	86.51%
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Admin	80,000.00	6,666.67	80,000.00	6,666.67	91.67%
11-11-59119 Transfer to Debt Service Fund	292,527.00	0.00	292,527.00	0.00	100.00%
Total Transfers Expenditures	372,527.00	6,666.67	372,527.00	6,666.67	98.21%
Total Administration Expenditures	466,332.00	23,155.53	466,332.00	23,155.53	95.03%
Total Community Development Corporation Expenditures	\$ 466,332.00	\$ 23,155.53	\$ 466,332.00	\$ 23,155.53	95.03%
Community Development Corporation Excess of Revenues	\$ (51,032.00)	\$ 14,243.18	\$ (51,032.00)	\$ 14,243.18	127.91%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2022-1 Ending October 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	415,300.00	\$	37,398.71	\$	415,300.00	\$	37,398.71		90.99%
Total Expenditures	\$	466,332.00	\$	23,155.53	\$	466,332.00	\$	23,155.53		95.03%
Total Excess of Revenues Over Expenditures	\$	(51,032.00)	\$	14,243.18	\$	(51,032.00)	\$	14,243.18		127.91%

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 10/1/2021 To 10/31/2021

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status						
3678	C	10/14/2021	823	Dunaway	\$4,240.25	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>50401 - Parks Masterplan</td><td>11-11-55520</td><td>\$4,240.25</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	50401 - Parks Masterplan	11-11-55520	\$4,240.25
Invoice Nbr - Description	GL Account	Amount										
50401 - Parks Masterplan	11-11-55520	\$4,240.25										
3679	C	10/14/2021	137	Lake Cities Municipal Utility Authority	\$303.87	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Lake Dallas--19 - Monthly Water Bill</td><td>11-11-53301</td><td>\$303.87</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	Lake Dallas--19 - Monthly Water Bill	11-11-53301	\$303.87
Invoice Nbr - Description	GL Account	Amount										
Lake Dallas--19 - Monthly Water Bill	11-11-53301	\$303.87										
3680	C	10/14/2021	854	Lancine Bentley	\$92.25	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Lake Dallas - Lunch with developer-- reimbursement for personal credit card expenditure</td><td>11-11-53309</td><td>\$92.25</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	Lake Dallas - Lunch with developer-- reimbursement for personal credit card expenditure	11-11-53309	\$92.25
Invoice Nbr - Description	GL Account	Amount										
Lake Dallas - Lunch with developer-- reimbursement for personal credit card expenditure	11-11-53309	\$92.25										
3681	C	10/14/2021	501	Lawn Butler	\$250.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>28423 - Mowing of 312 Main Street</td><td>11-11-54480</td><td>\$250.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	28423 - Mowing of 312 Main Street	11-11-54480	\$250.00
Invoice Nbr - Description	GL Account	Amount										
28423 - Mowing of 312 Main Street	11-11-54480	\$250.00										
3682	C	10/14/2021	859	National Service Research	\$1,900.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>09202021 - Parks Masterplan</td><td>11-11-55520</td><td>\$1,900.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	09202021 - Parks Masterplan	11-11-55520	\$1,900.00
Invoice Nbr - Description	GL Account	Amount										
09202021 - Parks Masterplan	11-11-55520	\$1,900.00										
3683	C	10/14/2021	856	Texas Department of State Health Services	\$2,318.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>2021004088 - Asbestos Abatement DSHS Notification Fee</td><td>11-11-53309</td><td>\$2,318.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	2021004088 - Asbestos Abatement DSHS Notification Fee	11-11-53309	\$2,318.00
Invoice Nbr - Description	GL Account	Amount										
2021004088 - Asbestos Abatement DSHS Notification Fee	11-11-53309	\$2,318.00										
3684	C	10/19/2021	767	Bradley Environmental Services	\$6,000.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>2279-21, 2279-21-1 - Asbestos project designs, air monitoring, and report for 312 Main and 103-107 S. Lake Dallas</td><td>11-11-53309</td><td>\$6,000.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	2279-21, 2279-21-1 - Asbestos project designs, air monitoring, and report for 312 Main and 103-107 S. Lake Dallas	11-11-53309	\$6,000.00
Invoice Nbr - Description	GL Account	Amount										
2279-21, 2279-21-1 - Asbestos project designs, air monitoring, and report for 312 Main and 103-107 S. Lake Dallas	11-11-53309	\$6,000.00										
3685	C	10/19/2021	111	Nichols, Jackson, Dillard	\$277.50	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>35743--01 - CDC Legal Services</td><td>11-11-53304</td><td>\$277.50</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	35743--01 - CDC Legal Services	11-11-53304	\$277.50
Invoice Nbr - Description	GL Account	Amount										
35743--01 - CDC Legal Services	11-11-53304	\$277.50										
3687	C	10/27/2021	823	Dunaway	\$605.75	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>50848 - Parks masterplan monthly expense</td><td>11-11-55520</td><td>\$605.75</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	50848 - Parks masterplan monthly expense	11-11-55520	\$605.75
Invoice Nbr - Description	GL Account	Amount										
50848 - Parks masterplan monthly expense	11-11-55520	\$605.75										
Card Service Center	E	10/27/2021	81	Card Service Center	\$315.05	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>2260--01 - Water utilities</td><td>11-11-53301</td><td>\$315.05</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	2260--01 - Water utilities	11-11-53301	\$315.05
Invoice Nbr - Description	GL Account	Amount										
2260--01 - Water utilities	11-11-53301	\$315.05										
TXU	E	10/18/2021	527	TXU Energy	\$186.19	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>055177762965--01 - Utilities</td><td>11-11-53301</td><td>\$186.19</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	055177762965--01 - Utilities	11-11-53301	\$186.19
Invoice Nbr - Description	GL Account	Amount										
055177762965--01 - Utilities	11-11-53301	\$186.19										
3686	C	10/27/2021	823	Dunaway	\$605.75	V						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr></table>							Invoice Nbr - Description	GL Account	Amount			
Invoice Nbr - Description	GL Account	Amount										

Accounts Payable Check Register Report - IB-Community Development Corporation-1061976*For The Date Range From 10/1/2021 To 10/31/2021**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Cleared	\$0.00	
				Outstanding	\$16,488.86	
				Void	\$605.75	



LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION

AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager

December 13, 2021

Modify Scope of Work with Freedom Commercial Services, LLC

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, to modify the Scope of Work in the property maintenance agreement with Freedom Commercial Services, LLC.

BACKGROUND INFORMATION:

On November 18th, the Lake Dallas Community Development Corporation ("CDC") hired Freedom Commercial Services, LLC to perform mowing and trash abatement services on CDC-owned properties in an amount not to exceed \$4,000 annually. There is currently a need to secure the vacant structures on CDC properties from unauthorized entry. The fee schedule provided by Freedom Commercial Services includes the securing of open and vacant structures. In order to hire Freedom Commercial Services to perform this additional service, the Scope of Work as contained in Exhibit A of the agreement, should be modified to include this specific item.

FINANCIAL CONSIDERATION:

None. The not to exceed amount of \$4,000 for the initial term of the agreement (through September 30, 2022) remains unchanged.

RECOMMENDATION:

Staff recommends modifying the Scope of Work to include the securing of open and vacant structures on CDC properties.

POSSIBLE MOTIONS:

I approve/deny adding the securing of open and vacant structures to the Scope of Work in Exhibit A of the agreement with Freedom Commercial Services, LLC.

ATTACHMENT(S):

Fee Schedule

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



**COMMUNITY DEVELOPMENT CORPORATION
AGENDA MEMO**

Prepared By: Lancine Bentley, Assistant to the City Manager

December 13, 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:

At the November 8 meeting, the Lake Dallas Community Development Corporation (LDCDC) confirmed that they wanted to hire AXIS Realty Group to perform marketing and brokerage services for CDC-owned properties. However, prior to signing a contract with AXIS, the CDC requested specific information from AXIS about the marketing efforts that would be performed in an effort to sell CDC properties.

AXIS was contacted regarding the request and provided an updated proposal that outlined the marketing strategy to be employed.

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

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 22, 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 22, 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 SERVICES

The information below is a summary of brokerage services offered to Lake Dallas Community Development Corporation for the following properties:

R62943	107 S Lake Dallas Dr	0.2754 Acres
R62944	105 S Lake Dallas Dr	0.2754 Acres
R62946	103 S Lake Dallas Dr	0.2755 Acres
R62947	101 S Lake Dallas Dr	0.1848 Acres
R62948	1000-1002 S Stemmons Fwy	0.2108 Acres
R62949	1004 S Stemmons Fwy	0.2832 Acres

Marketing Strategy

- Email, Telephone and Ground Campaign
 - Research local qualified prospects
 - Create detailed marketing material for distribution to prospects
 - Identify tenants/brokers; distribute marketing information (flyers, demographics, site plans, renderings, etc.)
 - E-mail blasts to brokers and principals in Axis database
 - Set up appointments for showings
 - Follow up with prior showings and prospects
- Signage on Property
- Internet Databases
 - CoStar
 - LoopNet
 - Crexi
 - axisrealty.biz
- Redirected inquiries from other area properties

Pricing

In our experience, the market determines the value of commercial real estate better than sales comparables, appraisals, and brokers' price opinions. We believe successful real estate professionals have the responsibility to use all information available to establish a pricing strategy and implement the appropriate marketing approach. When a property is given the right exposure to the market and is priced appropriately, the market will respond.

We take very seriously our fiduciary responsibility to ensure that each property owner is able to achieve the highest possible price within their desired timeline to sell.

We promise to use all available resources and strategies to ensure our success in meeting your goals.

Fee Structure

- 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

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



Axis Realty Group
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXCLUSIVE LISTING AGREEMENT
FOR SALE OR LEASE

This Agreement is entered into by the undersigned owner(s) (the "**Owner**") and broker (the "**Broker**") regarding the property described as See Exhibit A in Denton County, Texas, or as may be more particularly described on any attached Exhibit "A", **SURVEY AND/OR LEGAL DESCRIPTION**, together with the improvements located upon the property and owned by Owner (collectively, the "**Property**"). Owner desires to retain the services of Broker to help Owner sell and/or lease the Property. For valuable consideration, Owner and Broker agree as follows:

1. Appointment. Owner appoints Broker as Owner's agent for the Term (defined below), upon the terms and conditions in this Agreement, with the exclusive right to list and **[check all applicable boxes]** ☒ **sell** the Property, and/or ☐ **lease** the Property. Broker will assist Owner in the marketing of the Property and in the negotiating of a sale or lease agreement with any prospective purchaser or tenant (the "**Prospect**"). Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers ("**Cooperating Brokers**"). The term "**sale**" as used in this Agreement includes an exchange.

2. Listing Term. The term of this Agreement (the "**Term**") commences on its execution and will expire on December 31, 2022 (the "**Expiration Date**").

3. Listing Price for Sale. The listing sales price of the Property is \$ To Be Determined.

4. Listing Rent and Terms for Lease. The listing rental and terms of the Property for lease are: N/A.

Unless Owner agrees otherwise in a written lease, Owner will pay the following expenses **[check all applicable boxes]**:
☐ full services provided to tenant; ☐ real estate taxes; ☐ property insurance premiums; ☐ common area maintenance;
☐ maintenance of roof, foundation and structural soundness; ☐ all utilities; ☐ utilities except electricity; or
☐ none (absolute net lease).

5. Professional Service Fee.

a. Owner agrees to pay Broker a professional service fee (the "**Fee**") as set forth below **[check all applicable boxes]**:

☒ (i) **Sale. (A)** _____ percent (Spec Prov %) of the Sales Price of the Property; or
(B) \$ _____. The term "**Sales Price**" means the gross sales price of the Property, including the value of any other property given in exchange. Owner shall pay the Fee or cause the Fee to be paid to Broker at the closing of the sale.

☐ (ii) **Lease. (A)** _____ percent (_____ %) of the aggregate rental provided in the lease (the "**Rental**"); or
(B) \$ _____

Owner shall pay the Fee or cause the Fee to be paid to Broker:

☐ one-half upon execution of a lease agreement and one-half upon possession of the Property by the Prospect; or

☐ _____.
If the Property is leased to a Prospect procured by a Cooperating Broker, then the Fee will be increased to 150% of the amount specified above.

b. The Fee is payable in the county in which the Property is located. Execution by the Owner of a contract or lease on any price, rental or terms other than as listed in this Agreement will not preclude Broker from collecting the Fee based upon the actual price or rental. Owner will pay the Fee upon the sale, exchange, lease or transfer

EXCLUSIVE LISTING AGREEMENT

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Axis Realty Group, 212 S. Elm Street Denton TX 76201

Alex Payne

Phone: 940.891.2947

Fax: 940.891.2948

Lake Dallas CDC

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

of a legal or equitable interest in the Property (including a contract for deed) to a Prospect during the Term or during the Protection Period. In the event of an exchange of the Property, Broker may receive a professional service fee from each of the parties to the transaction, and the amount of the Fee paid by Owner pursuant to any exchange will be determined by the greater of the listing sales price or the agreed value of the Property as set forth in the exchange agreement. Owner authorizes any title company escrow officer, or any other person handling the closing of any transaction, to pay the Fee directly to Broker out of the proceeds at the closing.

6. Protection Period. As to transactions that close after the Expiration Date, Owner will pay the Fee to Broker upon the closing of a transaction with a Listed Prospect (defined below) if, within 180 days after the Expiration Date (the "**Protection Period**"), Owner: (i) executes a contract of sale or exchange; (ii) executes a lease agreement; or (iii) otherwise agrees to transfer any legal or equitable interest in the Property to a Listed Prospect. The term "**Listed Prospect**" means a Prospect named on a written list of Prospects with whom Broker has had contact, not to exceed 20 names, delivered to Owner within 10 days after the Expiration Date, provided Broker (or a Cooperating Broker) during the Term: (i) procured the Prospect; (ii) engaged in negotiations with the Prospect; or (iii) showed the Property to the Prospect. If there is a pending agreement to sell or lease the Property (a "**Pending Transaction**") between Owner and a Prospect, including a contingency contract or an option agreement, and the Pending Transaction has not been closed and funded before the Expiration Date, then this Agreement will remain in effect as to the Pending Transaction until the earlier of: (i) the Pending Transaction closes and the Fee is paid to Broker; or (ii) the Pending Transaction expires or is terminated, and is not renewed or reinstated. The prospective purchaser or tenant in any Pending Transaction will automatically be deemed to be a Listed Prospect, in addition to any that might be set forth on any list of Prospects Broker may deliver to Owner. If Owner enters into a listing agreement with another real estate broker with respect to the Property after the Expiration Date, then Owner shall exclude the Listed Prospects from the other broker's listing agreement during the Protection Period.

7. Lease Renewal, Expansion or Sale.

a. ~~Renewal or Expansion.~~ Owner shall pay to Broker an additional professional service Fee covering the full period of any renewal, expansion, or new lease if, pursuant to the terms of any lease executed by Owner and a Prospect for all or part of the Property (the "**Lease**") the Prospect, or the Prospect's successors or assigns under the Lease: (i) exercises any right to renew the term of the Lease (whether contained in the Lease or in any amendment or other agreement); (ii) enters into a new lease with Owner for all or part of the Property; or (iii) enters into any lease, expansion, renewal or other rental agreement with Owner demising to the Prospect, or the Prospect's successors or assigns, any premises or property located on or constituting any part of any parcel of property owned by Owner adjacent to the Property or in the same building or project as the premises covered by the Lease. The additional Fee will be payable to Broker on the date of possession of the premises or property (or the additional premises or property) by the Prospect, or the Prospect's successors or assigns. The additional Fee will be computed on the same basis as provided in Section 5 above as if a new lease had been made for the additional period of time and/or premises.

b. ~~Sale to Tenant.~~ If a tenant who was a Prospect under this Agreement, or a successor or assignee, purchases the Property at any time, whether pursuant to a purchase option contained in the Lease or otherwise, then Owner shall pay to Broker, at the closing of the sale, a professional service fee in cash equal to _____ percent (_____ %) of the Sales Price.

8. Owner's Representations. Owner represents to Broker and agrees as follows:

- a. Title.** Owner: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Agreement; (iii) has the right and authority to convey good and indefeasible title to the Property; and (iv) has the right and authority to sell and lease the Property.
- b. Legal Action.** Owner shall notify Broker in writing if any actions are brought, or Owner receives any written notices pertaining to, any foreclosures, lien claims, litigation, or condemnation proceedings with respect to the Property or any part of the Property.

EXCLUSIVE LISTING AGREEMENT

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c. **Disclosures.** To Owner's knowledge, other than as disclosed to Broker in writing, the Property: (i) does not have any material latent, structural or construction defects; and (ii) is not contaminated with any toxic or hazardous substance in violation of applicable laws and regulations.

d. **Cooperation.** Owner shall refer all inquiries about the Property to Broker, and Owner shall conduct negotiations with Prospects through Broker.

e. ~~**Indemnity.** Owner shall defend and indemnify Broker, Broker's sales associates and subagents against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) acts of third parties; (ii) death of, or personal injury to, any person on the Property; (iii) loss or damage to any personal or real property; (iv) vandalism, theft, accident, or casualty; (v) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; (vi) concealment by Owner of any material information about the Property; and (vii) any other cause of damage or loss arising out of the marketing, showing, sale or lease of the Property, except for Broker's gross negligence or willful misconduct.~~

f. **Expenses.** Owner will promptly pay, or reimburse Broker for, those expenses incurred by Broker on behalf of Owner in advertising and marketing the Property that are specifically authorized by Owner, after receipt by Owner of a written statement of the authorized expenses. in writing

9. **Cooperating Brokers.** Owner authorizes Broker to cooperate with and use the services of Cooperating Brokers and their sales associates from time to time. Broker may share a portion of the Fee with Cooperating Brokers, including Cooperating Brokers who may be acting as agents for Prospects. Owner shall pay the full amount of the Fee to Broker, and Broker may divide the Fee with Cooperating Brokers in proportions determined by Broker.

10. Broker's Authority.

- a. Broker will use such marketing techniques and devote such time and effort on Owner's behalf as Broker reasonably deems appropriate and necessary to attempt to achieve the timely sale or lease of the Property. Owner gives Broker the exclusive right to place advertising signs on the Property and to remove all other real estate signs. Owner authorizes Broker to list the Property in a computer network.
- b. Broker is authorized to enter upon the Property at reasonable times to show the Property to Prospects, Cooperating Brokers, inspectors, agents and contractors.
- c. Broker may use the listing information, Sales Price, Rental and terms information for Broker's market evaluation, networking and appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer network.

11. **Intermediary Relationship.** If **Exhibit "B", Intermediary Relationship**, is attached to this Agreement, then Owner authorizes Broker to act as an intermediary as set forth in that exhibit.

12. Miscellaneous.

a. **Notices.** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) receipt of a facsimile transmission ("**Fax**") with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth below.

☒ Owner also consents to receive any notices by email.

☒ Broker also consents to receive any notices by email.

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Either party may change its address for notice purposes by delivering written notice of its new address to the other party in the manner set forth above.

- b. **Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, Broker discloses Broker's right to claim a lien based on this Agreement. Owner will include a provision in any Lease as to which Broker is entitled to a Fee pursuant to this Agreement that confirms the agreement to pay the Fee to Broker.
- c. **Limitation of Liability.** Broker's liability for Broker's breach of this Agreement, negligence, or otherwise, is limited to the return of the Fee, if any, paid to Broker pursuant to this Agreement.
- d. **Options.** If Owner enters into an option agreement to sell or lease all or part of the Property to a Prospect during the Term or during the Protection Period, and Owner collects payments as consideration for the option, then Owner shall pay to Broker, as option payments are received, a commission (the "**Option Commission**") in the amount of one-third (1/3) of each option payment as compensation earned by Broker for services rendered under this Agreement. The Option Commission will be non-refundable if the Prospect does not exercise the option, but if the Prospect exercises the option then the sum of the Option Commission paid to Broker will be credited toward Owner's obligation to pay the Fee to Broker upon the sale or lease of the Property.
- e. ~~**Transfer of Interest in Owner.** If Owner is a corporation, limited liability company, partnership or other entity, and the Property constitutes substantially all of the assets of Owner, then a transfer of a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this Agreement, and Owner shall pay the Fee to Broker based upon the value of the consideration given for the ownership interest transferred. This Agreement will continue in force after any such transfer, but the amount of any Fee paid to Broker as a result of any such transfer will be credited to the Fee payable to Broker upon any subsequent sale of the Property.~~
- f. **Related Persons.** For purposes of this Agreement, any person or entity related to a Prospect or a Listed Prospect by family or business relationship will also be deemed to be a Prospect or Listed Prospect.
- g. **Legal Expenses.** The prevailing party in any legal proceeding brought in relation to this Agreement is entitled to recover from the other party reasonable attorneys' fees, pre-judgment interest as allowed by law, and costs of collection, in addition to the Fee and any other recovery the prevailing party may be entitled to receive.
- h. **Severability.** If any provision of this Agreement is found by a court to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and enforceable.
- i. **Binding Effect.** This Agreement is binding upon and for the benefit of the parties to this Agreement and their successors, heirs and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement cannot be modified or terminated except by a written agreement executed by both parties. Each party acknowledges that they have read this Agreement and have had an opportunity to review it with an attorney of their choice.
- j. **Governing Law.** This Agreement will be governed by the laws of the State of Texas. Venue for and dispute between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.
- k. **Description of Property.** If a more accurate description of the Property is set forth in any contract or Lease executed by Owner and any Prospect, or in any survey prepared pursuant to any contract or Lease, then the more accurate description will be deemed to be incorporated in this Agreement as the description of the Property.
- l. **Information About Brokerage Services.** Owner acknowledges receipt of the Information About Brokerage Services form attached to this Agreement as **Exhibit "C"**.

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- m. **Disclosure Notice.** If a completed Disclosure Notice is attached to this Agreement as **Exhibit "D"**, then Owner has made a statement of the condition of the Property, to the best of Owner's knowledge, as set forth on the attached **Exhibit "D"**.
- n. **Exhibits.** Any exhibits and addenda attached to this Agreement are incorporated as a part of this Agreement:

Exhibit "A" - Survey and/or Legal Description
Exhibit "B" - Intermediary Relationship Authorized
Exhibit "C" - Information About Brokerage Services
Exhibit "D" - Disclosure Notice

13. Special Provisions.

Professional Service Fee:

- **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**

Broker understands and acknowledges that Owner desires and intends to market and sell the Property in a single transaction for development by the purchaser as a single development for a "project" as such term is defined in the Development Corporation Act (i.e., Chapters 501 through 507 of the Texas Local Government Code or "the Act"). Broker acknowledges and agrees that Owner may, but shall not be obligated to, consider and/or any offer by a Prospect to purchase less than all of the Property in a single transaction or to consider an offer by a Prospect that includes a proposal to develop the Property for a use that does not constitute a "project" pursuant to the Act, even if such offer is made for full listing price or fair market value of the portion of the Property to which the offer applies.

Notwithstanding anything to the contrary in this Agreement, the Professional Service Fee shall not be deemed to be earned and due and payable to Broker unless and until the sale of the Property has closed and funded in accordance with the applicable purchase and sale agreement between the Prospect and the Owner. The foregoing sentence shall apply to each purchase and sale agreement respectively if Owner elects to sell the Property in multiple transactions.

Broker understands and acknowledges that Owner will likely sell the Property or portions thereof subject to a restriction agreement negotiated with the Prospect that includes an option for the Owner to repurchase all or a portion of the Property if the Prospect fails to commence and/or complete construction of improvements on the Property within a time established in such restriction agreement. Broker agrees that Broker shall not be entitled to any fee pursuant to this Agreement if Owner exercises such repurchase option and, in fact, repurchases the Property or portion thereof from the Prospect.

INITIAL HERE

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This Agreement is effective on the last date beneath the signatures below.

OWNER:

Lake Dallas Community Development Corporation

By [Signature]: _____

Printed Name: Mike Mayberry

Title: President

Address: 212 Main Street

Lake Dallas, Texas 75065

Phone: _____

Fax: _____

Date: _____

BROKER:

Axis Realty Group

By [Signature]: _____

Printed Name: Alex Payne

Title: President

Address: 212 S. Elm St.

Denton, TX 76201

Telephone: (940)891-2947

Fax: _____

Date: _____

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Axis Realty Group

EXHIBIT "A"

SURVEY AND/OR LEGAL DESCRIPTION

See Exhibit A

R62943 107 S Lake Dallas Dr 0.2754 Acres
BARMARCHAR SITES BLK B LOT 4

R62944 105 S Lake Dallas Dr 0.2754 Acres
BARMARCHAR SITES BLK B LOT 3

R62946 103 S Lake Dallas Dr 0.2755 Acres
BARMARCHAR SITES BLK B LOT 2

R62947 101 S Lake Dallas Dr 0.1848 Acres
BARMARCHAR SITES BLK B LOT 1(PT)

R62948 1000-1002 S Stemmons Fwy. 0.2108 Acres
BARMARCHAR SITES BLK A LOT 1,2,3(N PT)(PT)

R62949 1004 S Stemmons Fwy 0.2832 Acres
BARMARCHAR SITES BLK A LOT 3(SE37.1'),4

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Axis Realty Group

EXHIBIT "B"

INTERMEDIARY RELATIONSHIP AUTHORIZED

- a. **Authorization.** Owner authorizes Broker to show the Property to Prospects represented by Broker. If any Prospect represented by Broker wishes to purchase or lease the Property, Owner authorizes Broker to act as an intermediary between Owner and the Prospect, and to assist both Owner and the Prospect in negotiations for the sale or lease of the Property. In that event, Broker's compensation will be paid by Owner in accordance with the terms of this Agreement, and Broker may also be paid a fee by the Prospect. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**
- (i) **disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;**
 - (ii) **disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;**
 - (iii) **disclose any confidential information, or any information a party specifically instructs the real estate broker in writing not to disclose, unless:**
 - (a) **the broker or salesperson is otherwise instructed in a separate writing by the respective party;**
 - (b) **the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or**
 - (c) **the information materially relates to the condition of the Property;**
 - (iv) **treat a party to the transaction dishonestly; or**
 - (v) **violate the Texas Real Estate License Act.**
- b. **Appointments.** Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

OWNER

Mike Mayberry, President
Lake Dallas Community Development Corporation

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Axis Realty Group	570358	alex@axisrealty.biz	940-891-2947
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Alex Payne	468927	alex@axisrealty.biz	940-891-2947
Designated Broker of Firm	License No.	Email	Phone
Brad Andrus	656647	brad@axisrealty.biz	940-891-2947
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Chase Traugher	675426	chase@axisrealty.biz	972-515-0045
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

From: [Brad Andrus](#)
To: [Lancine Bentley](#); [Mike Mayberry](#)
Cc: [Alex Payne](#)
Subject: RE: Lake Dallas CDC proposal
Date: Wednesday, November 24, 2021 10:59:55 AM
Attachments: [image001.jpg](#)
[Lake Dallas CDC Marketing Proposal.pdf](#)
[Lake Dallas CDC-Listing Agreement.pdf](#)

[EXTERNAL]

Good morning Lancine. Please find attached our marketing proposal for the sale of the parcels outlined in your email below. We're recommending that we put them on the market without a price and have pricing discussions with prospective buyers as they come in. We have a feel for what each type of use can pay for a property and would guide pricing that direction. At the same time, we know that the CDC may ultimately be willing to reduce the price and/or offer other incentives for the right buyer.

Also attached is our standard listing agreement for your review. Feel free to provide comments as needed. Let us know if you would like for us to attend one of your upcoming board meetings. We look forward to working with you on this.

Have a great Thanksgiving!

BRAD ANDRUS

Executive Vice President

212 S. Elm Street | Denton, TX 76201

O: 940 891 AXIS (2947)

F: 940 891 2948

C: 940 368 3588

brad@axisrealty.biz | axisrealty.biz



From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Tuesday, November 16, 2021 5:05 PM
To: Brad Andrus <brad@axisrealty.biz>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

Hi Brad,

I was going to call you in the morning to set up a time that the four of us could meet again, even via phone or Zoom, to discuss some of the concerns we talked about late last week. We can certainly do that as Mike and I understand your concerns. We can also place AXIS on a future CDC meeting agenda, possibly January or February.

Also, our attorney generally likes to draft his own contracts but I suggested that we obtain your contract and work from there. Would you mind providing that? Maybe he won't have too many edits!

Lastly, please see attached. We should visit about the three properties (62951, 62953 and 62954) immediately south of the S. Stemmons properties. These properties belong to Saul Alvarez and are landlocked. Two are vacant (62951 and 62953) and the other is his office (62954). There is no access from Stemmons Freeway to two of the parcels and the fire department will not approve a fire apparatus turnaround at these locations as-is. Mr. Alvarez will need to work in tandem with the CDC to develop this area or he will not be able to develop. Or he could decide to sell to the CDC. Mike and I have met with him once.

I have not included 312 Main Street on the map as a sale contract is pending. Nor have I included 303 Alamo as it is still owned by the City but is to be sold to the CDC soon. The City just obtained a final plat for that property last week.

Please let me know if you would like to meet prior to signing a contract with the CDC. We will be glad to do that. Thanks. lb

From: Brad Andrus <brad@axisrealty.biz>

Sent: Tuesday, November 16, 2021 4:38 PM

To: Lancine Bentley <lbentley@lakedallas.com>; Mike Mayberry <203mainstreet@gmail.com>

Cc: Alex Payne <alex@axisrealty.biz>

Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Lancine,

As a follow up to our conversation last week, can you please send us a simple exhibit/map showing us the exact properties you want us to list for you? We will finalize our marketing proposal for your review once we receive that information.

Thanks,

BRAD ANDRUS

Executive Vice President

212 S. Elm Street | Denton, TX 76201

O: 940 891 AXIS (2947)

F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz



From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Thursday, November 4, 2021 9:50 AM
To: Brad Andrus <brad@axisrealty.biz>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

Thanks so much. We appreciate receiving your proposal. Have a great day! lb

From: Brad Andrus <brad@axisrealty.biz>
Sent: Thursday, November 4, 2021 6:53 AM
To: Lancine Bentley <lbentley@lakedallas.com>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Good morning Lancine and Mike. Please find attached our proposal for real estate brokerage and consulting. We hope that you will find this proposal satisfactory and helpful. Feel free to call me to discuss and/or clarify as needed before your meeting Monday evening.

Thanks for the opportunity!

BRAD ANDRUS

Executive Vice President

212 S. Elm Street | Denton, TX 76201
O: 940 891 AXIS (2947)
F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz



From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Monday, November 1, 2021 5:40 PM
To: Brad Andrus <brad@axisrealty.biz>; Alex Payne <alex@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: RE: Lake Dallas CDC proposal

That's terrific....thank you! lb

From: Brad Andrus <brad@axisrealty.biz>
Sent: Monday, November 1, 2021 5:34 PM
To: Lancine Bentley <lbentley@lakedallas.com>; Alex Payne <alex@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Thanks for letting us know Lancine. We will definitely have our proposal over to you by Thursday morning. Despite asking for a one page proposal, I couldn't let it be that simple. Our marketing gal is out of town, but will be able to wrap it up for us on Wednesday.

Talk soon.

BRAD ANDRUS

Executive Vice President

212 S. Elm Street | Denton, TX 76201

O: 940 891 AXIS (2947)

F: 940 891 2948

C: 940 368 3588

brad@axisrealty.biz | axisrealty.biz



From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Monday, November 1, 2021 4:52 PM
To: Alex Payne <alex@axisrealty.biz>; Brad Andrus <brad@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: FW: Lake Dallas CDC proposal

Good Afternoon,

I just wanted to contact you both to let you know that we would like to provide an AXIS proposal to our CDC on the evening of Monday, November 8th. However, I need to put the agenda and all backup together prior to that meeting. If you are interested in providing information, please send me your proposal by Thursday, November 4th at noon. Thanks! lb

From: Mike Mayberry <203mainstreet@gmail.com>

Sent: Tuesday, October 19, 2021 3:39 PM

To: alex@axisrealty.biz; brad@axisrealty.biz

Cc: Lancine Bentley <lbentley@lakedallas.com>

Subject: Lake Dallas CDC proposal

[EXTERNAL]

It was great to meet you both last week. Lancine and I would like you to provide a simple one-page proposal to summarize how you would provide the following services for the Lake Dallas Community Development Corporation (CDC) and at what cost. The work performed would be on a month-to-month basis.

Brokerage Services—listing CDC-owned properties, representing the CDC on future property purchases, etc.

Commercial Development—attracting commercial developers to Lake Dallas, helping to navigate potential partnerships to re-develop the various districts defined in Lake Dallas, i.e. the Downtown District, IH-35E Business Corridor District, Swisher Road District, and the Marina District and surrounding waterfront areas, etc.

Consulting Services—providing guidance to the CDC and the City of Lake Dallas on potential development opportunities, etc.

Thanks for your time and interest. Look forward to seeing your proposal.

Mike Mayberry
CDC Chairperson
214-477-2443



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager

December 13, 2021

**Asbestos Abatement and Demolition Quotes for 1000 – 1002 and
1004 S. Stemmons**

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a contract(s) for asbestos abatement and demolition services for 1000 – 1002 and 1004 S. Stemmons Freeway.

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 1000 – 1002 and 1004 S. Stemmons in June and July 2021. In order to improve the salability of these properties, the CDC requested city staff to obtain quotes for asbestos abatement and demolition services for the removal of the two structures located on these properties.

FINANCIAL CONSIDERATION:

A Request for Quotes was sent to thirteen (13) contractors. Seven contractors responded. See table below. One contractor or separate contractors may be selected to perform asbestos abatement and demolition services.

Contractor	Service	Price
1 Priority Environmental Solutions	Asbestos Abatement	\$42,950
	Plus supplying electricity/water	\$45,425
HP Envirovision	Asbestos Abatement	\$42,169
	Plus supplying electricity/water	\$48,469
Lloyd D. Nabors	Asbestos Abatement (1004 only)	\$49,200
	Plus supplying electricity/water	No Bid
	Demolition	\$28,462
Garrett Demolition	Asbestos Abatement	\$51,470
	Plus supplying electricity/water	No Bid
	Demolition	\$47,710
Intercon Environmental	Asbestos Abatement	\$100,030
	Plus supplying electricity/water	incl
	Demolition	\$36,770
EDRS	Asbestos Abatement	\$46,255
	Plus supplying electricity/water	No Bid
Arc Abatement	Asbestos Abatement	\$39,157
	Plus supplying electricity/water	\$41,657

RECOMMENDATION:

Staff recommends acceptance of the proposal from Arc Abatement for asbestos abatement services and Lloyd D. Nabors for demolition services.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to negotiate and execute an agreement with Arc Abatement for asbestos abatement services in an amount not to exceed \$41,657.00 and Lloyd D. Nabors for demolition services in an amount not to exceed \$28,462.00 for the structures located at 1000-1002 and 1004 S. Stemmons Freeway.

ATTACHMENT(S):

Bid documents



Asbestos Abatement Proposal

December 8, 2021

Lancine Bentley
City of Lake Dallas

**Re: Asbestos Abatement Proposal
Vacant Commercial Buildings
1000-1004 S. Stemmons Freeway
Lake Dallas, TX**

We at EDRS, Inc. (Demolition and Remediation Services) are pleased to submit to you our proposal for the above referenced project. In consideration of the lump sum listed below, we propose to perform the scope of work described below. Specific clarifications and exclusions will be listed below.

Asbestos Abatement: 1000-1002 South Stemmons Freeway

- Removal and Disposal of approximately 12 square feet ACM, Roof Flashing.

Asbestos Abatement: 1004 South Stemmons Freeway

- Removal and Disposal of approximately 4,750 SF ACM, Textured CMU Block Walls.
- Removal and Disposal of approximately 2 Each ACM, Window Caulk.

Total Base Bid for Asbestos Abatement ***\$ 46,255.00
(Forty-Six Thousand Two Hundred Fifty-Five US Dollars and No Cents)**

Exclusions/Conditions:

- TX DSHS Notification Fees (10 Day)
- Permits/Fees or Bonds
- State Sales Tax
- Technical Specs, 3rd party Consultant Fees, Air Monitoring and/or OSHA's
- EDRS is not responsible for layout/design, disconnects, along with any capping/patching or build back and/or any stand-by time due to Owner's delay.
- No extra work is to be performed by EDRS unless authorized in writing by an owner's representative.
- This proposal assumes clear/ready and unrestricted access to project site.
- Completion/Net 30 – 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days with no retainage and bonding excluded.
- Proposal valid for 30 days.
- Clients to pay costs and expenses, including reasonable attorney's fees incurred by EDRS, Inc should collection proceedings be necessary.



Pg 3 of 3 Proposal con't: 1000-1004 S. Stemmons Freeway, Lake Dallas, TX
ACM Base Bid: \$46,255.00

Thank you for allowing us to submit this proposal to you.

If you should have any questions concerning the scope of work outlined in this proposal, please feel free to contact me at office (972) 492-3417 or cell (214) 914-9145 or email at dcamby.edrs@gmail.com

Please sign below to indicate your acceptance of this proposal and to serve as your “notice to proceed” with the work. This acceptance also serves as authority for EDRS, Inc. to file any required notifications to the State. This acceptance also serves as approval for EDRS, Inc. to sign the waste disposal manifest (s) on the owner’s behalf unless instructed otherwise.

COMPANY NAME

PO # (if any, please attach)

PHYSICAL ADDRESS

PHONE #

CITY / STATE / ZIP

E-MAIL ADDRESS

PRINTED NAME

SIGNATURE / TITLE

DATE

Presented By,
Duane Camby
EDRS, Inc



**Lloyd D. Nabors
Demolition, LLC**

Fax Cover Sheet

To:	Lancine Bentley	From:	Lloyd Nabors
Email:	lbentley@lakedallas.com	Date:	12/08/2021
Phone:	(940) 218-4195	Pages:	3
Re:	1000-1002/1004 S. Stemmons Fwy, Lake Dallas	Company:	City of Lake Dallas

Comments:

If you have any questions, please contact our office.

Sincerely,

Lloyd D. Nabors



**LLOYD D. NABORS
DEMOLITION, LLC**

Proposal No. 21-2762

Mr. Lancine Bentley
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

Date: 12/08/2021
Phone: (940) 218-4195

Proposal for Demolition Services at the following site:

Commercial Demolition
1000-1002/1004 S Stemmons Fwy
Lake Dallas, TX 75065

Lloyd D. Nabors Demolition, LLC proposes to furnish all materials and perform all labor necessary to complete the scope of work described in this proposal.

SCOPE OF WORK:

This scope of work is based on site observations and discussions with Lancine Bentley. This proposal covers only:

1. Demolish and haul away noted abandoned buildings, and slab 2' below adjacent grade.
2. Demolish and haul away all noted site paving down to base.
3. Demolish and haul away noted advertising sign 4' below adjacent grade.
4. Haul away all accumulated trash in/around buildings.
5. Demolish, and remove noted chain link fence, and remove trees only necessary to fence removal.
6. Grade site to drain post demolition.

Demolition \$22,400.00
Trucking \$5,600.00 + Taxes \$462.00
Lump Sum \$28,462.00

Additional mobilizations will be charged at \$2,500.00 per piece of large equipment transported or crew that is dispatched. An additional charge for travel will apply to any site outside of the Metroplex mapsco area.

1330 DOWDY FERRY ROAD, HUTCHINS, TEXAS 75141 972-225-1200 PHONE 972-225-1256 FAX

EXCLUSIONS:

1. Asbestos abatement.
2. Any hazardous materials.
3. Layout.
4. Locating, disconnecting, rerouting and capping utilities.
5. Construction fencing, silt fencing, traffic controls and/or barricades.
6. Contacting utility companies for termination of utility services.
7. Tree survey, tree protection
8. SWPPP Program.
9. Fees for DSHS notification.
10. Import of fill materials, excavation
11. More than one (1) mobilization.

All salvage becomes the property of Lloyd D. Nabors Demolition, LLC

Price is good for 21 days and payment is due within 30 days from date of invoice or draw. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over mentioned in this contract. All agreements must be made in writing.

In order to proceed, LND requires one of the following: signed proposal, letter of intent or a contract.

We appreciate the opportunity to provide this proposal for demolition services. Please contact our office with any questions.

Respectfully Submitted,

Lloyd Nabors/ AMH

LLOYD D. NABORS DEMOLITION, LLC

ACCEPTED BY:

Company: _____

Name: _____

Signature: _____

Date: _____



**Lloyd D. Nabors
Demolition, LLC**

Fax Cover Sheet

To:	Lancine Bentley	From:	Lloyd Nabors
Email:	lbentley@lakedallas.com	Date:	12/08/2021
Phone:	(940) 218-4195	Pages:	3
Re:	1000-1002/1004 S. Stemmons Fwy, Lake Dallas	Company:	City of Lake Dallas

Comments:

If you have any questions, please contact our office.

Sincerely,

Lloyd D. Nabors



**LLOYD D. NABORS
DEMOLITION, LLC**

Proposal No. 21-2763

Mr. Lancine Bentley
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

Date: 12/08/2021
Phone: (940) 218-4195

Proposal for Demolition Services at the following site:

Commercial Demolition
1000-1002/1004 S Stemmons Fwy
Lake Dallas, TX 75065

Lloyd D. Nabors Demolition, LLC proposes to furnish all materials and perform all labor necessary to complete the scope of work described in this proposal.

SCOPE OF WORK:

This scope of work is based on site observations and discussions with Lancine Bentley. This proposal covers only:

1. Demolish and haul away noted abandoned buildings, and slab 2' below adjacent grade.
2. Demolish and haul away all noted site paving down to base.
3. Demolish and haul away noted advertising sign 4' below adjacent grade.
4. Haul away all accumulated trash in/around buildings.
5. Demolish, and remove noted chain link fence, and remove trees only necessary to fence removal.
6. Grade site to drain post demolition.
7. Abatement. (1. Removal of 750 SF interior Textured CMU block walls office area outside walls. 2. Removal of 4000 SF exterior textured CMU walls. 3. Removal of 2 SF exterior windows)

Demolition \$22,400.00
Trucking \$5,600.00 + Taxes \$462.00
Abatement \$49,200.00
Lump Sum \$77,662.00

Additional mobilizations will be charged at \$2,500.00 per piece of large equipment transported or crew that is dispatched. An additional charge for travel will apply to any site outside of the Metroplex mapsco area.

1330 DOWDY FERRY ROAD, HUTCHINS, TEXAS 75141 972-225-1200 PHONE 972-225-1256 FAX

EXCLUSIONS:

1. Layout.
2. Locating, disconnecting, rerouting and capping utilities.
3. Construction fencing, silt fencing, traffic controls and/or barricades.
4. Contacting utility companies for termination of utility services.
5. Tree survey, tree protection
6. SWPPP Program.
7. Fees for DSHS notification.
8. Import of fill materials, excavation
9. More than one (1) mobilization.

All salvage becomes the property of Lloyd D. Nabors Demolition, LLC

Price is good for 21 days and payment is due within 30 days from date of invoice or draw. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over mentioned in this contract. All agreements must be made in writing.

In order to proceed, LND requires one of the following: signed proposal, letter of intent or a contract.

We appreciate the opportunity to provide this proposal for demolition services. Please contact our office with any questions.

Respectfully Submitted,

Lloyd Nabors / AMH

LLOYD D. NABORS DEMOLITION, LLC

ACCEPTED BY:

Company: _____

Name: _____

Signature: _____

Date: _____



PO Box 633, Burleson, TX 76097 - Office 817.426.0082 · Fax 817.426.2307

Proposal For:
Abatement & Demolition of Commercial Structure
1002 N. Stemmons Fwy
Lake Dallas, TX

December 8, 2021

City of Lake Dallas
Attn: Lancine Bentley
940.497.2226 ext. 404 Phone
lbentley@lakedallas.com

Abatement & Demolition of Commercial Structure located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition at said property, in accordance with all local, state and federal regulations, for the following sum:

Description of Work		Unit Price	Total Amount	Comments
Asbestos Abatement	Lump Sum	\$720.00	\$720.00	1 working day or less, weather permitting. <i>Please see Scope of Work for further information regarding removal of this material</i>
Demolition Base Bid	Lump Sum	\$23,855.00	\$23,855.00	5 working days or less, weather permitting.
GRAND TOTAL ALL ITEMS			\$74,608.00	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the plans and specifications and this Proposal is made in accordance with said documents.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project within **SIX (6)** working days or less, *excluding delays due to inclement weather and/or muddy ground conditions*, from the time demolition activities commence. Work weeks will consist of **Five (5)** working days, unless otherwise agreed upon in writing.

Acknowledgement of Addendums:

Addendum 1: 12/03/21

ABATEMENT SCOPE:

1. Removal of +/- 12 SF of roof flashing. Please note, the quantity of this material is under the 160 SF threshold therefore it is not regulated and does not require abatement. Pricing is provided to meet the bidding requirements.

Abatement Specifications:

- All work is to be performed 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 (TDSHS).
- No abatement work plan was provided at the time of bid preparation. Our bid is based on performing all work per the minimum guidelines and industry standards of state and federal regulations to ensure that the client does not incur unnecessary costs.
- Asbestos wastes generated will be removed wet, as to eliminate any friable materials, packaged, labeled, manifested, transported and disposed of at an EPA approved landfill. All non-asbestos trash and waste will be left on-site for disposal as construction and demolition (C&D) debris during demolition activities.
- Pricing is based off asbestos survey completed by Bradley Environmental Services on 10/21/20. IF additional ACM is discovered (not identified in survey or above quantities indicated above), a signed change order must be in place prior to removal of additional material.
- Bid is based on conditions existing at the time of the bid. If conditions vary or are altered, we reserve the right to adjust our bid if they affect the work.

DEMOLITION SCOPE OF WORK:

1. Obtain demolition permit and pay fees, as required by the City of Lake Dallas
2. Sewer capping prior to demolition per City requirements
3. Demolition and proper disposal of commercial structure including foundation, foundation walls and footings
4. Removal of high-rise sign including footings to 2' below grade
5. Removal and proper disposal of fencing including chain link fencing at rear of property, scrub trees, bushes and trees entangled in fencing, and all associated flat-work including asphalt and concrete pavement
6. Clearing and grubbing of a depth no greater than 3' below grade of structural footprint ONLY for removal of abandoned underground piping and utilities
7. Final site clean of disturbed area
8. Rough grading to promote best possible positive drainage flow

Services Included:

Single mobilization / Project Setup, per phase, additional mobilizations will be billed at \$1,800.00 per each piece of equipment

Materials, labor, insurance, profit, and overhead

Abatement materials (poly, tapes, suits, filters, solvents, bags, etc.)

Abatement trade Equipment (decons, negative air units, vacuums)

Asbestos Waste Manifest, Transportation and Disposal

Power & water to support abatement activities

Demolition trade equipment

Transportation and proper disposal of C&D and recyclable materials

Demolition permits and fees

Filing of TDSHS 10 Day Notification Form

Texas 811 Line Locates

Utility kill verifications

Sewer capping

Services Excluded:

Abatement consulting or any form of environmental remediation

Abatement of ACM that is not identified in Asbestos Survey. IF additional ACM is discovered a signed Change Order will be required prior to further abatement activities

Retainage (if withheld, to be released within 45 days of request for retainage, following final progress payment)

TDSHS Filling Fees (will be billed directly to owner by TDSHS)

Installation of erosion control devices

Repair or maintenance of erosion control devices after demobilization

Disconnection, relocation or capping of utilities, other than sewer

Import of fill dirt or fine grading

Traffic control or barricades

Grubbing or removal of utilities outside of building footprint

Utility Disconnects:

It is the owner's responsibility to ensure that active service accounts with all service providers are closed and rendered inactive. You may request that service lines and meters be removed through your service provider or call Atmos and Oncor directly once all accounts are inactive. You will still use the same verbiage below if you request the retirement of services through your service provider. If Oncor and Atmos are not your distribution companies, please call the distribution company for your area.

Atmos: To request meter and service lines be removed, call 1-888-286-6700 tell the customer service rep. that the structure is being demolished and that you need the meter removed and service lines retired/capped at the main. They will then give you a confirmation number for the work; keep record of this number. Also note, Atmos will only allow the property owner to make the request for retirement of service and allows up to 20 business days (weather permitting) for completion.

Oncor: To request meter and service lines be removed, call 1-888-313-6862 when prompted; select option 1 for residential or option 2 for commercial. Tell the customer service rep. the structure is being demolished and that you need service meter and lines removed. They may or may not give you a confirmation number, but Oncor can retrieve all requests by the property address.

Water Meter: Request must be made to local water department to have water meter removed.

All utility retirements must be completed before demolition will begin. Once we receive the signed proposal, the project coordinator can assist in following up on the requested retirements.

Terms:

This Proposal is valid for **Sixty (60)** days.

Payment shall be due in NET 30 days after time of completion. IF, retainage is withheld it shall be paid within 45 days of completion of the demolition scope of work. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

Garrett Demolition, Inc's status is that of an independent sub-contractor and to provide services only as indicated by the owner or their representatives.

Any alteration or deviation from this proposal involving additional work will be executed only upon receipt of a signed Change Order from the Owner or Owner's Representative. Extra charges over and above the proposal price may be assessed.

This proposal shall be incorporated into any Contractor-Subcontractor Agreement. No work shall begin on this project until a **fully executed contract** is received in our office. This includes project scheduling, pulling permits, verifying utilities, etc.

If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing permitting documents, cost of issued permits, pre-demolition site visits, utility verifications, line locates, etc.

Any salvage anticipated to be retained by Owner or Construction Manager is to be noted at the time of bidding. Upon acceptance of this proposal and/or entering into contract, Garrett Demolition retains all salvage rights to said structures and/or property indicated to be demolished within this proposal. Any salvaging of property after that time must be agreed upon by Brad Garrett before starting of project. Bids are based off of anticipated salvage.

Respectfully submitted,

By: **Bradley J Garrett**

Title: **President**

Company: **Garrett Demolition, Inc**

Address: **PO Box 633**

City, State, Zip Code: **Burleson, TX 76097**

Telephone No.: **Office 817-426-0082**

Email address: brad@garrettdemo.com please cc: melinda@garrettdemo.com

Abatement & Demolition of Commercial Structure

Located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Proposal Acceptance Statement / Authorization and Notice to Proceed

****THIS FORM MUST BE COMPLETED IN IT'S ENTIRETY. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND MAY CAUSE DELAYS.**

I, _____, an authorized representative of the facility and facility's ownership/management accept this proposal and authorize Garrett Demolition, Inc to perform services as stated in this proposal. I understand this proposal or specific portions thereof shall be incorporated into any contract agreement that will be executed prior to the start of any work.

Client Information (individual or entity with whom we are entering into contract with):

Individual, Business or Entity Name: _____

Representative Name & Title and / or Role: _____

Physical Address: _____

Mailing Address, if different: _____

Office Phone: _____ Cell Phone: _____

Representative Email Address: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact Email: _____

Billing Contact Physical Address: _____

Billing Contact Mailing Address, if different: _____

Billing PO #, if required: _____

Signature: _____ Date: _____

Owner Information (individual or entity listed as current property owner of record):

Property Owner Name: _____

Property Owner Phone: _____ Alternate phone or cell phone: _____

Property Owner Email: _____

Property Owner Physical Address (cannot be the same address where work is being performed): _____

Property Owner Mailing Address: _____

Signature: _____ Date: _____



PO Box 633, Burleson, TX 76097 - Office 817.426.0082 · Fax 817.426.2307

Proposal For:
Demolition of Commercial Structure
1002 N. Stemmons Fwy
Lake Dallas, TX

December 8, 2021

City of Lake Dallas
Attn: Lancine Bentley
940.497.2226 ext. 404 Phone
lbentley@lakedallas.com

Demolition of Commercial Structure located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition at said property, in accordance with all local, state and federal regulations, for the following sum:

Description of Work		Unit Price	Total Amount	Comments
Demolition Base Bid	Lump Sum	\$26,248.00	\$26,248.00	5 working days or less, weather permitting.
GRAND TOTAL ALL ITEMS			\$26,248.00	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the plans and specifications and this Proposal is made in accordance with said documents.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project within **FIVE (5)** working days or less, *excluding delays due to inclement weather and/or muddy ground conditions*, from the time demolition activities commence. Work weeks will consist of **Five (5)** working days, unless otherwise agreed upon in writing.

Acknowledgement of Addendums:

Addendum 1: 12/03/21

DEMOLITION SCOPE OF WORK:

1. Obtain demolition permit and pay fees, as required by the City of Lake Dallas
2. Sewer capping prior to demolition per City requirements
3. Demolition and proper disposal of commercial structure including foundation, foundation walls and footings
4. Removal of high-rise sign including footings to 2' below grade
5. Removal and proper disposal of fencing including chain link fencing at rear of property, scrub trees, bushes and trees entangled in fencing, and all associated flat-work including asphalt and concrete pavement
6. Clearing and grubbing of a depth no greater than 3' below grade of structural footprint ONLY for removal of abandoned underground piping and utilities
7. Final site clean of disturbed area
8. Rough grading to promote best possible positive drainage flow

Services Included:

Single mobilization / Project Setup, per phase, additional mobilizations will be billed at \$1,800.00 per each piece of equipment

Materials, labor, insurance, overhead, profit

Trade equipment

Transportation and proper disposal of C&D and recyclable materials

Demolition permits and fees

Filing of TDSHS 10 Day Notification Form

Texas 811 Line Locates

Utility kill verifications

Sewer capping

Services Excluded:

Asbestos Abatement or any form of environmental remediation

Retainage (if withheld, to be released within 45 days of request for retainage, following final progress payment)

TDSHS Filling Fees (will be billed directly to owner by TDSHS)

Installation of erosion control devices

Repair or maintenance of erosion control devices after demobilization

Disconnection, relocation or capping of utilities, other than sewer

Import of fill dirt or fine grading

Traffic control or barricades

Grubbing or removal of utilities outside of building footprint

Utility Disconnects:

It is the owner's responsibility to ensure that active service accounts with all service providers are closed and rendered inactive. You may request that service lines and meters be removed through your service provider or call Atmos and Oncor directly once all accounts are inactive. You will still use the same verbiage below if you request the retirement of services through your service provider. If Oncor and Atmos are not your distribution companies, please call the distribution company for your area.

Atmos: To request meter and service lines be removed, call 1-888-286-6700 tell the customer service rep. that the structure is being demolished and that you need the meter removed and service lines retired/capped at the main. They will then give you a confirmation number for the work; keep record of this number. Also note, Atmos will only allow the property owner to make the request for retirement of service and allows up to 20 business days (weather permitting) for completion.

Oncor: To request meter and service lines be removed, call 1-888-313-6862 when prompted; select option 1 for residential or option 2 for commercial. Tell the customer service rep. the structure is being demolished and that you need service meter and lines removed. They may or may not give you a confirmation number, but Oncor can retrieve all requests by the property address.

Water Meter: Request must be made to local water department to have water meter removed.

All utility retirements must be completed before demolition will begin. Once we receive the signed proposal, the project coordinator can assist in following up on the requested retirements.

Terms:

This Proposal is valid for **Sixty (60)** days.

Payment shall be due in NET 30 days after time of completion. IF, retainage is withheld it shall be paid within 45 days of completion of the demolition scope of work. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

Garrett Demolition, Inc's status is that of an independent sub-contractor and to provide services only as indicated by the owner or their representatives.

Any alteration or deviation from this proposal involving additional work will be executed only upon receipt of a signed Change Order from the Owner or Owner's Representative. Extra charges over and above the proposal price may be assessed.

This proposal shall be incorporated into any Contractor-Subcontractor Agreement. No work shall begin on this project until a **fully executed contract** is received in our office. This includes project scheduling, pulling permits, verifying utilities, etc.

If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing permitting documents, cost of issued permits, pre-demolition site visits, utility verifications, line locates, etc.

Any salvage anticipated to be retained by Owner or Construction Manager is to be noted at the time of bidding. Upon acceptance of this proposal and/or entering into contract, Garrett Demolition retains all salvage rights to said structures and/or property indicated to be demolished within this proposal. Any salvaging of property after that time must be agreed upon by Brad Garrett before starting of project. Bids are based off of anticipated salvage.

Respectfully submitted,

By: **Bradley J Garrett**

Title: **President**

Company: **Garrett Demolition, Inc**

Address: **PO Box 633**

City, State, Zip Code: **Burleson, TX 76097**

Telephone No.: **Office 817-426-0082**

Email address: brad@garrettdemo.com please cc: melinda@garrettdemo.com

Demolition of Commercial Structure

Located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Proposal Acceptance Statement / Authorization and Notice to Proceed

****THIS FORM MUST BE COMPLETED IN IT'S ENTIRETY. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND MAY CAUSE DELAYS.**

I, _____, an authorized representative of the facility and facility's ownership/management accept this proposal and authorize Garrett Demolition, Inc to perform services as stated in this proposal. I understand this proposal or specific portions thereof shall be incorporated into any contract agreement that will be executed prior to the start of any work.

Client Information (individual or entity with whom we are entering into contract with):

Individual, Business or Entity Name: _____

Representative Name & Title and / or Role: _____

Physical Address: _____

Mailing Address, if different: _____

Office Phone: _____ Cell Phone: _____

Representative Email Address: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact Email: _____

Billing Contact Physical Address: _____

Billing Contact Mailing Address, if different: _____

Billing PO #, if required: _____

Signature: _____ Date: _____

Owner Information (individual or entity listed as current property owner of record):

Property Owner Name: _____

Property Owner Phone: _____ Alternate phone or cell phone: _____

Property Owner Email: _____

Property Owner Physical Address (cannot be the same address where work is being performed): _____

Property Owner Mailing Address: _____

Signature: _____ Date: _____



PO Box 633, Burleson, TX 76097 - Office 817.426.0082 · Fax 817.426.2307

Proposal For:
Abatement & Demolition of Commercial Structure
1004 N. Stemmons Fwy
Lake Dallas, TX

December 8, 2021

City of Lake Dallas
Attn: Lancine Bentley
940.497.2226 ext. 404 Phone
lbentley@lakedallas.com

Abatement & Demolition of Commercial Structure located at 1004 N. Stemmons Fwy., Lake Dallas, TX

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition at said property, in accordance with all local, state and federal regulations, for the following sum:

Phase 1 – Description of Work		Unit Price	Total Amount	Comments
Asbestos Abatement	Lump Sum	\$50,750.00	\$50,750.00	9 working days or less, weather permitting
Demolition Base Bid	Lump Sum	\$23,855.00	\$23,855.00	5 working days or less, weather permitting.
GRAND TOTAL ALL ITEMS			\$74,608.00	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the plans and specifications and this Proposal is made in accordance with said documents.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project within **FOURTEEN (14)** working days or less, *excluding delays due to inclement weather and/or muddy ground conditions*, from the time demolition activities commence. Work weeks will consist of **Five (5)** working days, unless otherwise agreed upon in writing.

Acknowledgement of Addendums:

Addendum 1: 12/03/21

ABATEMENT SCOPE:

1. Removal of +/- 750 SF of texture located on interior CMU walls around office area
2. Removal of +/- 4,000 SF of texture located on exterior CMU walls
3. Removal of caulk from 2 exterior windows

Abatement Specifications:

- All work is to be performed 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 (TDSHS).
- No abatement work plan was provided at the time of bid preparation. Our bid is based on performing all work per the minimum guidelines and industry standards of state and federal regulations to ensure that the client does not incur unnecessary costs.
- Asbestos wastes generated will be removed wet, as to eliminate any friable materials, packaged, labeled, manifested, transported and disposed of at an EPA approved landfill. All non-asbestos trash and waste will be left on-site for disposal as construction and demolition (C&D) debris during demolition activities.
- Pricing is based off asbestos survey completed by Bradley Environmental Services on 10/21/20. IF additional ACM is discovered (not identified in survey or above quantities indicated above), a signed change order must be in place prior to removal of additional material.
- Bid is based on conditions existing at the time of the bid. If conditions vary or are altered, we reserve the right to adjust our bid if they affect the work.

DEMOLITION SCOPE OF WORK:

1. Obtain demolition permit and pay fees, as required by the City of Lake Dallas
2. Sewer capping prior to demolition per City requirements
3. Demolition and proper disposal of commercial structure and attached awning including foundation, foundation walls and footings
4. Removal and proper disposal of fencing including chain link fencing at rear of property, scrub trees, bushes and trees entangled in fencing, bollards and all associated flat-work including asphalt and concrete pavement
5. Clearing and grubbing of a depth no greater than 3' below grade of structural footprint ONLY for removal of abandoned underground piping and utilities
6. Final site clean of disturbed area
7. Rough grading to promote best possible positive drainage flow

Services Included:

Single mobilization / Project Setup, per phase, additional mobilizations will be billed at \$1,800.00 per each piece of equipment

Materials, labor, insurance, profit, and overhead

Abatement materials (poly, tapes, suits, filters, solvents, bags, etc.)

Abatement trade Equipment (decons, negative air units, vacuums)

Asbestos Waste Manifest, Transportation and Disposal

Power & water to support abatement activities

Demolition trade equipment

Transportation and proper disposal of C&D and recyclable materials

Demolition permits and fees

Filing of TDSHS 10 Day Notification Form

Texas 811 Line Locates

Utility kill verifications

Sewer capping

Services Excluded:

Abatement consulting or any form of environmental remediation

Abatement of ACM that is not identified in Asbestos Survey. IF additional ACM is discovered a signed Change Order will be required prior to further abatement activities

Retainage (if withheld, to be released within 45 days of request for retainage, following final progress payment)

TDSHS Filling Fees (will be billed directly to owner by TDSHS)

Installation of erosion control devices

Repair or maintenance of erosion control devices after demobilization

Disconnection, relocation or capping of utilities, other than sewer

Import of fill dirt or fine grading

Traffic control or barricades

Grubbing or removal of utilities outside of building footprint

Utility Disconnects:

It is the owner's responsibility to ensure that active service accounts with all service providers are closed and rendered inactive. You may request that service lines and meters be removed through your service provider or call Atmos and Oncor directly once all accounts are inactive. You will still use the same verbiage below if you request the retirement of services through your service provider. If Oncor and Atmos are not your distribution companies, please call the distribution company for your area.

Atmos: To request meter and service lines be removed, call 1-888-286-6700 tell the customer service rep. that the structure is being demolished and that you need the meter removed and service lines retired/capped at the main. They will then give you a confirmation number for the work; keep record of this number. Also note, Atmos will only allow the property owner to make the request for retirement of service and allows up to 20 business days (weather permitting) for completion.

Oncor: To request meter and service lines be removed, call 1-888-313-6862 when prompted; select option 1 for residential or option 2 for commercial. Tell the customer service rep. the structure is being demolished and that you need service meter and lines removed. They may or may not give you a confirmation number, but Oncor can retrieve all requests by the property address.

Water Meter: Request must be made to local water department to have water meter removed.

All utility retirements must be completed before demolition will begin. Once we receive the signed proposal, the project coordinator can assist in following up on the requested retirements.

Terms:

This Proposal is valid for **Sixty (60)** days.

Payment shall be due in NET 30 days after time of completion. IF, retainage is withheld it shall be paid within 45 days of completion of the demolition scope of work. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

Garrett Demolition, Inc's status is that of an independent sub-contractor and to provide services only as indicated by the owner or their representatives.

Any alteration or deviation from this proposal involving additional work will be executed only upon receipt of a signed Change Order from the Owner or Owner's Representative. Extra charges over and above the proposal price may be assessed.

This proposal shall be incorporated into any Contractor-Subcontractor Agreement. No work shall begin on this project until a **fully executed contract** is received in our office. This includes project scheduling, pulling permits, verifying utilities, etc.

If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing permitting documents, cost of issued permits, pre-demolition site visits, utility verifications, line locates, etc.

Any salvage anticipated to be retained by Owner or Construction Manager is to be noted at the time of bidding. Upon acceptance of this proposal and/or entering into contract, Garrett Demolition retains all salvage rights to said structures and/or property indicated to be demolished within this proposal. Any salvaging of property after that time must be agreed upon by Brad Garrett before starting of project. Bids are based off of anticipated salvage.

Respectfully submitted,

By: **Bradley J Garrett**

Title: **President**

Company: **Garrett Demolition, Inc**

Address: **PO Box 633**

City, State, Zip Code: **Burleson, TX 76097**

Telephone No.: **Office 817-426-0082**

Email address: brad@garrettdemo.com please cc: melinda@garrettdemo.com

Abatement & Demolition of Commercial Structure

Located at 1004 N. Stemmons Fwy., Lake Dallas, TX

Proposal Acceptance Statement / Authorization and Notice to Proceed

****THIS FORM MUST BE COMPLETED IN IT'S ENTIRETY. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND MAY CAUSE DELAYS.**

I, _____, an authorized representative of the facility and facility's ownership/management accept this proposal and authorize Garrett Demolition, Inc to perform services as stated in this proposal. I understand this proposal or specific portions thereof shall be incorporated into any contract agreement that will be executed prior to the start of any work.

Client Information (individual or entity with whom we are entering into contract with):

Individual, Business or Entity Name: _____

Representative Name & Title and / or Role: _____

Physical Address: _____

Mailing Address, if different: _____

Office Phone: _____ Cell Phone: _____

Representative Email Address: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact Email: _____

Billing Contact Physical Address: _____

Billing Contact Mailing Address, if different: _____

Billing PO #, if required: _____

Signature: _____ Date: _____

Owner Information (individual or entity listed as current property owner of record):

Property Owner Name: _____

Property Owner Phone: _____ Alternate phone or cell phone: _____

Property Owner Email: _____

Property Owner Physical Address (cannot be the same address where work is being performed): _____

Property Owner Mailing Address: _____

Signature: _____ Date: _____



PO Box 633, Burleson, TX 76097 - Office 817.426.0082 · Fax 817.426.2307

Proposal For:
Demolition of Commercial Structure
1004 N. Stemmons Fwy
Lake Dallas, TX

December 8, 2021

City of Lake Dallas
Attn: Lancine Bentley
940.497.2226 ext. 404 Phone
lbentley@lakedallas.com

Demolition of Commercial Structure located at 1004 N. Stemmons Fwy., Lake Dallas, TX

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition at said property, in accordance with all local, state and federal regulations, for the following sum:

Description of Work		Unit Price	Total Amount	Comments
Demolition Base Bid	Lump Sum	\$23,855.00	\$23,855.00	5 working days or less, weather permitting.
GRAND TOTAL ALL ITEMS			\$23,855.00	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the plans and specifications and this Proposal is made in accordance with said documents.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project within **FIVE (5)** working days or less, *excluding delays due to inclement weather and/or muddy ground conditions*, from the time demolition activities commence. Work weeks will consist of **Five (5)** working days, unless otherwise agreed upon in writing.

Acknowledgement of Addendums:

Addendum 1: 12/03/21

DEMOLITION SCOPE OF WORK:

1. Obtain demolition permit and pay fees, as required by the City of Lake Dallas
2. Sewer capping prior to demolition per City requirements
3. Demolition and proper disposal of commercial structure and attached awning including foundation, foundation walls and footings
4. Removal and proper disposal of fencing including chain link fencing at rear of property, scrub trees, bushes and trees entangled in fencing, bollards and all associated flat-work including asphalt and concrete pavement
5. Clearing and grubbing of a depth no greater than 3' below grade of structural footprint ONLY for removal of abandoned underground piping and utilities
6. Final site clean of disturbed area
7. Rough grading to promote best possible positive drainage flow

Services Included:

Single mobilization / Project Setup, per phase, additional mobilizations will be billed at \$1,800.00 per each piece of equipment

Materials, labor, insurance, overhead, profit

Trade equipment

Transportation and proper disposal of C&D and recyclable materials

Demolition permits and fees

Filing of TDSHS 10 Day Notification Form

Texas 811 Line Locates

Utility kill verifications

Sewer capping

Services Excluded:

Asbestos Abatement or any form of environmental remediation

Retainage (if withheld, to be released within 45 days of request for retainage, following final progress payment)

TDSHS Filling Fees (will be billed directly to owner by TDSHS)

Installation of erosion control devices

Repair or maintenance of erosion control devices after demobilization

Disconnection, relocation or capping of utilities, other than sewer

Import of fill dirt or fine grading

Traffic control or barricades

Grubbing or removal of utilities outside of building footprint

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Respectfully submitted,

By: **Bradley J Garrett**

Title: **President**

Company: **Garrett Demolition, Inc**

Address: **PO Box 633**

City, State, Zip Code: **Burleson, TX 76097**

Telephone No.: **Office 817-426-0082**

Email address: brad@garrettdemo.com please cc: melinda@garrettdemo.com

Demolition of Commercial Structure

Located at 1004 N. Stemmons Fwy., Lake Dallas, TX

Proposal Acceptance Statement / Authorization and Notice to Proceed

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Representative Email Address: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact Email: _____

Billing Contact Physical Address: _____

Billing Contact Mailing Address, if different: _____

Billing PO #, if required: _____

Signature: _____ Date: _____

Owner Information (individual or entity listed as current property owner of record):

Property Owner Name: _____

Property Owner Phone: _____ Alternate phone or cell phone: _____

Property Owner Email: _____

Property Owner Physical Address (cannot be the same address where work is being performed): _____

Property Owner Mailing Address: _____

Signature: _____ Date: _____

December 8, 2021

Sent via email
lbentley@lakedallas.com
Proposal # 210437

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
1000 – 1002 South Stemmons Freeway 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 Bradley Environmental Services dated October 29, 2021 and the demolition of the structures in accordance with the Exhibit A Scope of Work For Asbestos Removal and Exhibit A Scope of Work For Demolition of Structures and Other Associated Property Work provided in your email dated December 2, 2021.

The building materials to be abated are as follows:

1000 – 1002 South Stemmons Freeway

Approximately 12 square feet of asbestos containing roof penetration flashing.

Our Asbestos Abatement Price:\$2,080.00

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:

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 and associated foundation.

Removal and disposal of the twin pole sign at the southern property line to a depth of 2'-3' below existing grade.

Removal and disposal of interior property paving.

Removal and disposal of miscellaneous site debris, shrubs, and scab trees as necessary at rear fence line to facilitate fence removal.
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 Demolition Price:\$16,490.00

Estimated duration - Five (5) Working Days.

Our Total Project Price:\$18,570.00



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



Accountable-Responsive-Cost Effective

STANDARD PROPOSAL

Proposal #
Sent Via:
Project
Address:

Dear:

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:

Price:

Duration:



Accountable-Responsive-Cost Effective

Proposal Terms:

Proposal #

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.
- 7.
- 8.
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. to provide adequate electricity, to 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.
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.
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,

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.

1 PRIORITY. YOUR SOLUTION.



Dallas/Ft. Worth, TX (HQ)
Houston, TX

Austin/San Antonio, TX
Lubbock, TX

Gatesville/Ft. Hood, TX
Shreveport, LA

Baton Rouge, LA
Atlanta, GA

Proposal Submitted to Owner

Name: City of Lake Dallas
Attn: Lancine Bentley
Address: 212 Main Street Lake Dallas, TX 75065
Phone: 940-497-2226 Ext 404
Email: lbentley@lakedallas.com

Proposal No.

FB47780

Date

Dec 7,21021

Project

Former Surplus Store 1004 South Stemmons Freeway Lake Dallas , TX 75065
1000-1002 South Stemmons Freeway Lake Dallas, TX 75065

PROPOSED SCOPE OF WORK – 1 Priority Environmental Services, LLC (1 Priority) hereby proposes to:

Asbestos Abatement--The work areas will be regulated, contained, and/or placed under negative pressure or removed by conventional methods or component removal, in accordance with all applicable state and federal regulations and laws. ACM will be removed wet, as to eliminate any friable materials. All waste will be double bagged or bagged, and disposed of in accordance with all state and federal regulations and laws. Non-ACM will be removed, bagged, and disposed of as non-regulated waste, unless the removal of these materials will disturb the ACM. Employee PPE will meet all qualifications of applicable state and federal regulations.

1. Removal of 750 SF interior Textured CMU block walls office area outside walls from 1004 South Stemmons
2. Removal of 4000 SF exterior textured CMU walls =from 1004 South Stemmons
3. Removal of 2 SF exterior windows from 1004 South Stemmons
4. Removal of 125 SF roofing from building 1000-1002 S South Stemmons

ASSUMPTIONS – This Proposal is subject to and provided based upon the following assumptions:

- Electricity and water provided by owner; however, line-item price listed below.
- Payment of 10-day notice fee excluded from this proposal. Texas Department of State Health Services will invoice property owner per regulations. 1PES can complete and file the notices at no charge.
- Pricing based on the entire facility being accessible.

EXCLUSIONS – This Proposal is subject to and provided based upon the following exclusions:

This proposal excludes any consultant fees, and/or any other fees above and beyond any items included above. The price excludes the removal of structural members. Replacement of building materials, fixtures, furnishings, or repairs due to tape used in containment construction or remediation is limited to those described above. This proposal only includes the items addressed above. If other items are discovered during the performance of the work, they will be brought to the clients' attention, priced out, and performed only after appropriate approval.

DOCUMENTS INCORPORATED BY REFERENCE, if any: Bradley Environmental Services survey report Oct 29,2021

PROPOSED DURATION OF WORK:

Completion time for this work is estimated to be 9 working days. Working hours are Monday to Friday 7:30 am to 5:30pm.

CONTRACT PRICE – 1 Priority proposes to provide the above-described Scope of Work for the sum of:

\$42,950.00

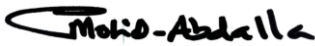
If required; provide power and/or water (9 Day) \$2475.00

Additional Terms

Unless noted otherwise above, the following items apply. 1 Priority proposes to provide supplies, materials, equipment, documentation, environmental insurance, labor, supervision, and disposal to complete this project. State notification fees are excluded for this proposal, as well as third party consulting fees. 1 Priority requires the following to be provided by the Owner or Client: access, electricity, water, third party consulting services, location for equipment/supply storage/trailer, and parking, as needed. Bonds, applicable sales and use taxes are not included in pricing. Payment shall be due within thirty (30) days after the above-described Scope of Work is complete. Owner's obligation to pay 1 Priority under this agreement may be secured by a general mechanics' lien. Interest shall accrue on all over-due balances at the rate of 1.5% per month. In the event payment is not made as required herein, 1 Priority shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. Retainage, if any, shall be paid within thirty (30) days of completion of the Scope of Work as defined above. Owner and 1 Priority may agree to changes in the Scope of Work. Any modifications to the Scope of Work shall be approved in writing by both Parties. Owner shall carry fire, tornado, or other necessary loss insurance. 1 Priority is not the generator of waste, Owner is the generator of waste and hereby gives 1 Priority authority to sign waste disposal documents on Owner's behalf. Owner also gives 1 Priority the authority to sign asbestos/renovation/demolition notifications on behalf of the owner. To the extent this proposal is incorporated by reference in and/or may conflict with other project or contract documents, this agreement shall control.

Authorization

Submitted by 1 Priority Representative –
Name: Mo Abdalla
Title: Senior Project Manager / Estimator
Phone: 214-735-8730
Address: 1 Priority Environmental Services, LLC
4028 Daley Ave., Fort Worth, Texas 76118



Authorized Signature

NOTE: This proposal shall be deemed withdrawn
by 1 Priority if not accepted within thirty (30) days.

Acceptance

Acceptance of Proposal - The above terms and conditions are satisfactory and hereby accepted. 1 Priority is authorized to do the work as described. Payment will be made as specified above. Should you accept this proposal, please sign and return via email.

Authorized Signature

Printed Name: _____

Title: _____

TOP REASONS TO CHOOSE



AS A VALUED PARTNER ON ENVIRONMENTAL REMEDIATION PROJECTS



JOBSITE SAFETY is our top priority

1 Priority places great emphasis on training our supervisory personnel and field workers. Our low workers' comp experience mod reflects our dedication to workplace safety.



CRITICAL MASS

Delays on large jobs can be a budget-buster. 1 Priority staffs more workers than most environmental companies and has the adequate resources to overcome unexpected project challenges.



EXPERIENCE Counts

1 Priority crews offer a wide range of environmental construction history, including some of the oldest license numbers in the region. Most 1 Priority technicians have more than 10 years of asbestos, mold, and lead experience.



Outstanding **CUSTOMER SERVICE**

With 1 Priority, you can be confident that we'll listen to your concerns, respond quickly to your requests, remain true to our word, and solve your problems with integrity and honesty.

SERVICES YOU CAN TRUST

We offer our clients what they need - a full range of Abatement, Indoor Air Quality, and Decontamination services - at a competitive price with an excellent reporting and compliance record. We manage our projects safely and complete all projects correctly the first time. We do our best to develop customers for life.

1 Priority works effectively with contractors, consultants, insurance companies and property owners. We invest in our communications systems and personnel to ensure that our projects are completed safely and efficiently.

- Asbestos, Lead, & Mold Remediation
- Demolition (Structural & Interior)
- Decontamination
- Air Duct & HVAC System Cleaning
- Water Remediation
- Biohazard & Chemical Decontamination
- Biological Waste Removal and Disposal
- Catastrophic Cleanup and Debris Removal
- Coal Ash Clean Up
- Dust Control
- Hazardous Materials Remediation
- Indoor Air Quality
- Industrial Services, Match Marking, Assembly & Disassembly
- Migratory Bird Deterrent Services
- Nationwide Disaster Support
- NORM and TENORM Remediation
- Hydro Blasting
- Soil Remediation

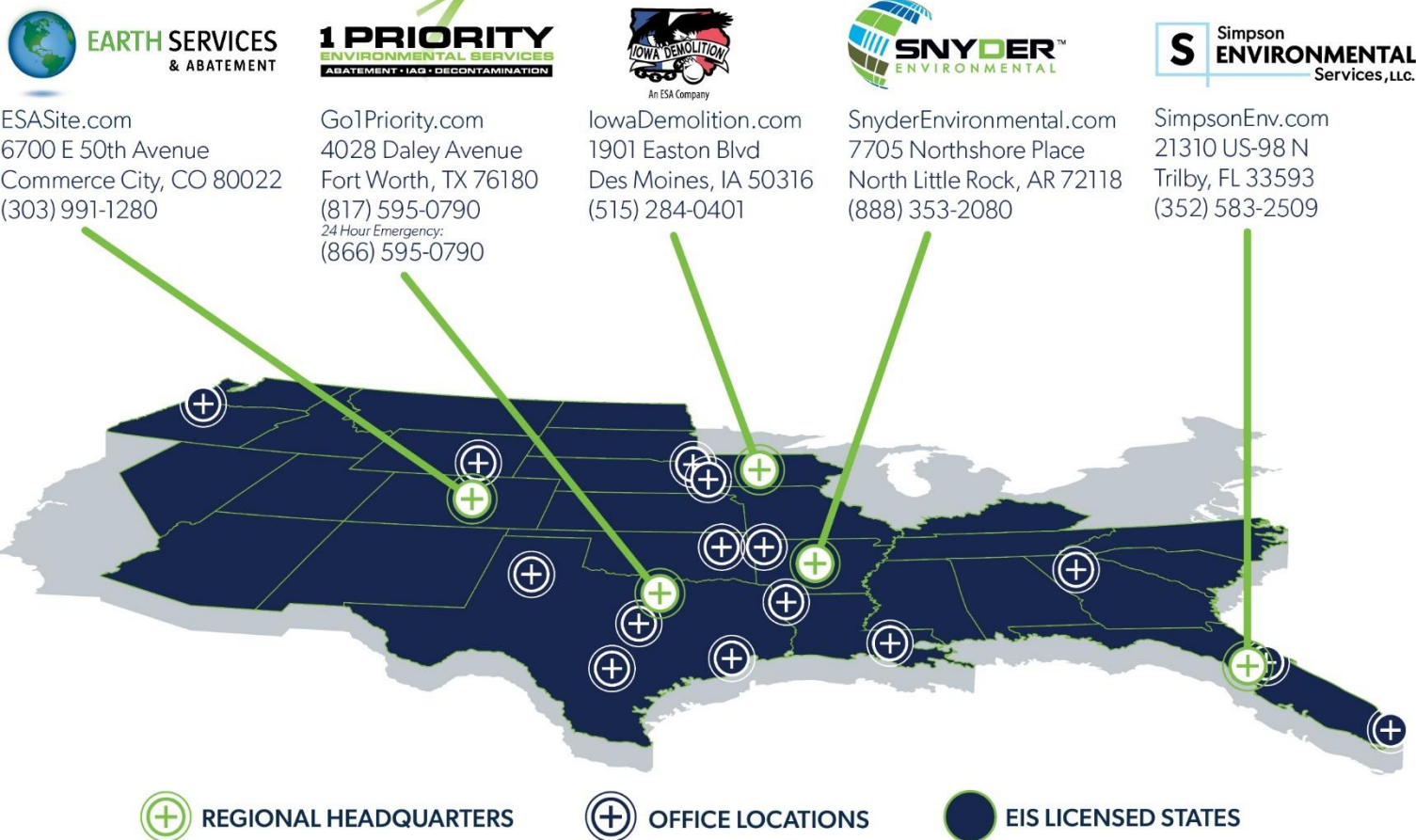


Our top priority is the safety of our team members and anyone with which we work. We're proud of the contributions we have made to the industry since 1985. We continue to develop innovative solutions for our customers and invest in our employees to make sure we sustain the safest work environments.



With over 600 employees, EIS Holdings performs a full suite of abatement, decontamination, remediation and other environmental and specialty infrastructure services across the United States. Our combination of companies creates one of the nation's largest provider of environmental and infrastructure services in the United States, serving a wide variety of public and private end markets. Our \$10 million insurance policy, \$60 million bonding capacity, and excellent safety record ensures our clients get the highest qualified company on both small and large scale projects.

THE EIS PARTNERSHIP OF COMPANIES



ARKANSAS

Bentonville
Little Rock

COLORADO

Denver

FLORIDA

Trilby
Miami
Orlando

GEORGIA

Atlanta

IOWA

Des Moines

LOUISIANA

Baton Rouge
Shreveport

NEBRASKA

Omaha

OKLAHOMA

Tulsa

OREGON

Portland

SOUTH DAKOTA

North Sioux City

TEXAS

Fort Worth
Gatesville/Fort Hood
Houston
Lubbock
San Antonio

WYOMING

Cheyenne



HP EnviroVision

December 9, 2021

PROPOSAL #MH2131-21-R1

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

940-497-2226 x 404
940-218-4195 cell
lbentley@lakedallas.com

RE: Two Vacant Commercial Buildings
1000 & 1004 S. Stemmons Freeway
Lake Dallas, Texas 75065

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

HP will 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 (Quinn Johnsen), **#MRC 1545**.

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 occasion 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,

Matt Heidrick
Executive Director

SCOPE OF WORK

This bid proposal includes the following **Asbestos Abatement** services:

Two Vacant Commercial Buildings 1000 & 1004 S. Stemmons Freeway:

Scope of Work to be Completed. The following items and quantities are included as part of HP's bid proposal and as identified within the *Pre-demolition Limited Asbestos Survey* document (dated October 29, 2021) prepared by Bradley Environmental Services and during the on-site visit conducted on December 3, 2021. HP has based this proposal on performing the work per EPA NESHAP asbestos abatement work procedures and per applicable federal and state regulations for interior work. Locations of materials to be removed are based upon the attached Schematic A.

- The removal and disposal of ~ 4,245 square feet of exterior concrete block texture.
- The removal and disposal of ~ 1,459 square feet of interior concrete block texture.
- The removal and disposal of two windows and associated caulking.
- The removal and disposal of black tar surrounding 12 roof penetrations at 1000 S. Stemmons.

I. Site Specific Bid Qualifications:

- 1) Proposal based on suitable electricity and water at the site.
- 2) Proposal based upon all non-asbestos containing materials (framing studs, gypsum board, doors, cabinets, etc.) removed for access to the asbestos containing materials to be left on site for demolition contractor disposal.
- 3) HP is responsible for protecting window openings with plywood after windows are removed/ abated.

II. Work Area Preparation:

No consultant abatement "work plan" or "specification" was provided at time of HP's bid preparation, thus, our bid is based on performing all the work per the minimum guidelines and standards of state and federal regulations so that the client does not incur additional costs. NESHAP (No visible emissions for all work on the exterior of both buildings.)

III. 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.

IV. 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 consultant to provide compliance air testing and a final inspection of the abatement work. **Bid based on Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) 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 Base Bid is estimated at **fifteen 15 working shifts**. HP will work Monday - Friday day shifts, and up to 10 hours per work shift.

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. **If not available see Alternate Add.**
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **Containment Watch** or Security excluded when HP is not on site.
- 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 Worker'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 or 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 air clearance. Design, sampling, air monitoring and consulting excluded. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 14) **Fees;** DSHS removal fee, taxes, special assessments/ charges to be paid by owner.
- 15) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 16) **Regulatory Changes;** HP reserves the right to adjust pricing or project duration for a change in regulatory enforcement
- 17) **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.
- 18) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 19) **Other hazardous materials,** if present, are excluded
- 20) **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.

COMPENSATION FOR SERVICES:

Mobilization / Project Setup	\$ 395.00
Asbestos Abatement & Demolition (See Page 2 Scope of Work)	\$ 40,274.00
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 Estimate	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner
OSHA compliance air testing of HP employees (15 shifts)	\$ 1,500.00
Lump Sum Total Bid:	\$ 42,169.00

Forty-Two Thousand One Hundred and Sixty-Nine and 00/100 Dollars

ALT #1:	Alternate Add (In addition to Base Bid - See Page 2 Scope)	
	For HP to provide electrical utilities to support abatement	\$ 5,300.00 lump sum
	For HP to provide water sources to support abatement	\$ 1,000.00 lump sum

Total Bid including Alternate Add: **\$ 48,469.00**

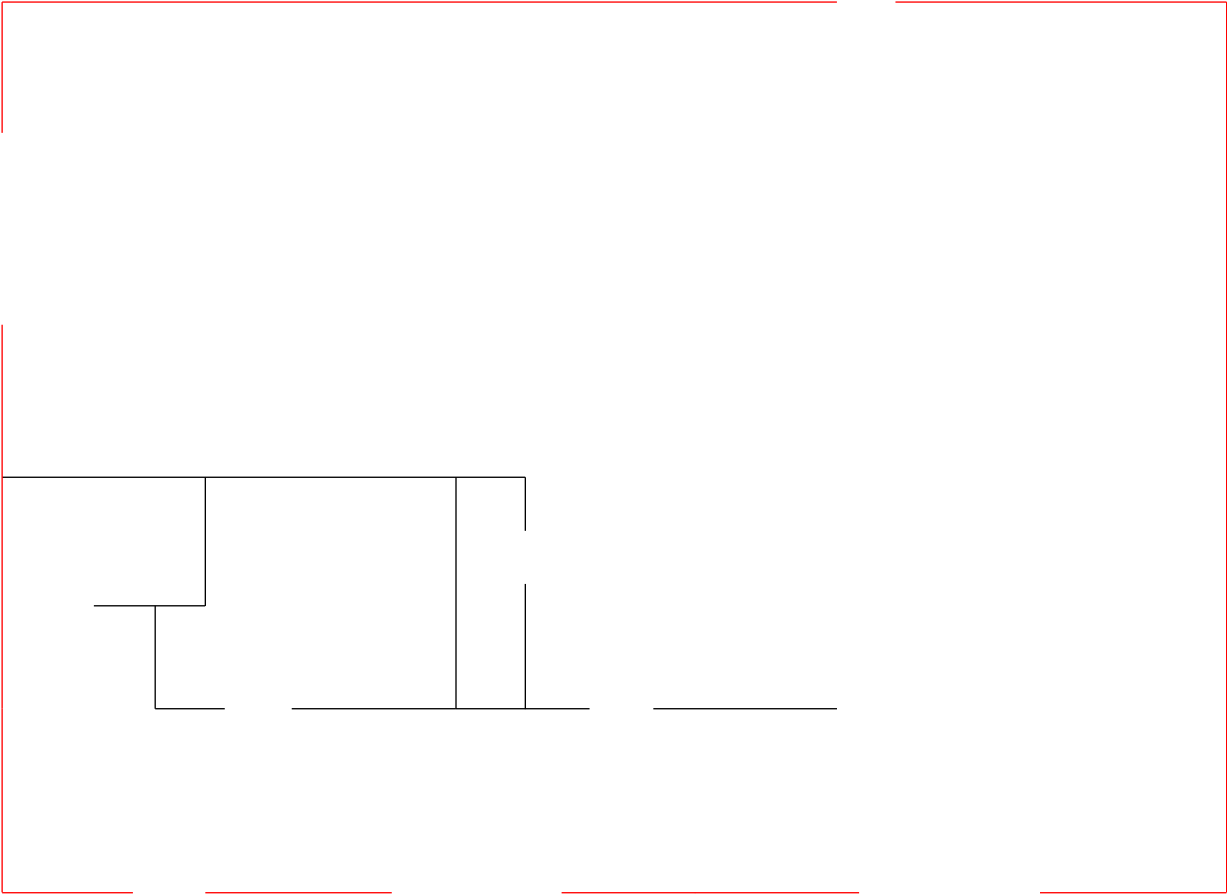
Circle price and initial to proceed with Alternate Add

* 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.

TERMS: Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / 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	_____ Title
_____ Authorized Representative	
_____ Signature	_____ Date

ACM Exterior Textured CMU Block Walls-4000 sqft.

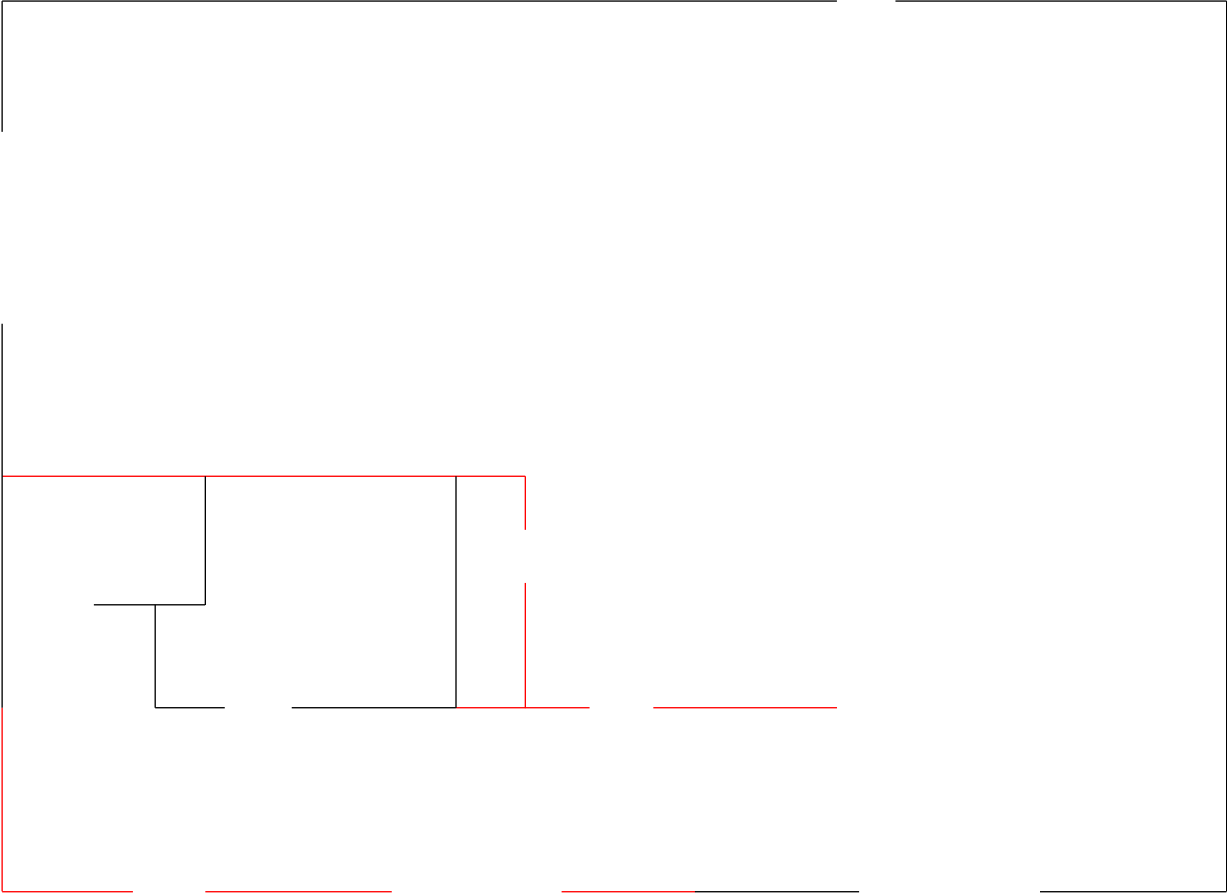


Schematic A
FORMER SURPLUS STORE

City of Lake Dallas-Former Surplus Store

1004 South Stemmons Freeway, Lake Dallas, Texas

ACM Interior Textured CMU Block Walls-750 sqft.



Schematic A
FORMER SURPLUS STORE

Schematic A



December 8, 2021

Sent via email
lbentley@lakedallas.com
Proposal # 210438

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
1004 South Stemmons Freeway 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 Bradley Environmental Services dated October 29, 2021 and the demolition of the structures in accordance with the Exhibit A Scope of Work For Asbestos Removal and Exhibit A Scope of Work For Demolition of Structures and Other Associated Property Work provided in your email dated December 2, 2021.

The building materials to be abated are as follows:

1004 South Stemmons Freeway

Approximately 750 square feet of asbestos containing interior textured CMU block walls.
Approximately 4000 square feet of asbestos containing exterior textured CMU block walls.
Approximately 2 window assemblies with asbestos containing exterior window caulk.

Our Asbestos Abatement Price:\$97,950.00

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

Estimated duration - Twenty (20) Working Days.

The demolition scope of work is as follows:

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 and associated foundation.
Removal and disposal of interior property paving.
Removal and disposal of miscellaneous site debris, shrubs, and scab trees as necessary at rear fence line to facilitate fence removal.
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 Demolition Price:\$18,200.00

Estimated duration - Five (5) Working Days.



Our Total Project Price:\$116,150.00

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