



**Board of Directors
Lake Dallas Community Development Corporation
Regular Meeting
City Hall, 212 Main Street, Lake Dallas, TX 75065
March 7, 2022 at 6:00 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. Receive and accept the annual audited financial statements for Fiscal Year 2020-2021.**
- 4. Approval of the January 24, 2022 minutes.**
- 5. Approval of the December 2021 and January 2022 financials.**
- 6. Hold a discussion and take appropriate action regarding changing the regular meeting date.**
- 7. Receive a report, hold a discussion, and take appropriate action, if any, to hire Bradley Environmental Services to provide an asbestos project design and specifications, and perform air quality monitoring and reporting for the structures located at 1000-1002 and 1004 S. Stemmons Freeway.**
- 8. Receive a report, hold a discussion, and take appropriate action, if any, authorizing the early payoff of loan relating to the purchase of 1004 Stemmons Freeway.**
- 9. Receive a report, hold a discussion, and take appropriate action, if any, regarding the negotiation and execution of contracts for asbestos abatement with Arc Abatement and demolition services Llyod Nabors LLC for 1004 S. Stemmons Freeway.**

- 10. Receive a report, hold a discussion, and take appropriate action, if any, authorizing the modification of the contract with Intercon Environmental for asbestos abatement and demolition services for 1000 – 1002 S. Stemmons Freeway.**
- 11. Hold a discussion regarding use of CDC funds to improve the Welcome to Lake Dallas signage on S. Lake Dallas Drive.**
- 12. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 and Section 551.087 to discuss the lease, sale, or value of real property and possible economic development incentives relation to Project Public Service.**
- 13. Announcements or requests for future agenda items.**
- 14. 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 March 4, 2022, 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. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

**State of Texas
County of Denton
City of Lake Dallas**

The Community Development Corporation of the City of Lake Dallas met for a regular meeting on January 24, 2022 in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting posted, as required, by Title 5, Chapter 551.041 of the Texas Government Code.

1. Call to Order

Mike Mayberry called the meeting to order at 7:02 p.m.

Present:

Mike Mayberry	Chairperson, Member 6
Charlie Price	Member 1
Kristy Bleau	Member 3
Andi Nolan	Member 4
Evan Huff	Member 5
Glynn Vrba	Member 7

Absent:

Terry Tuck	Vice Chairperson, Member 2
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Staff members: City Secretary Codi Delcambre, Assistant to the City Manager Lancine Bentley.

2. Citizen Agenda & Public Comment:

Mike Mayberry opened Citizen's Agenda.

No one spoke.

Mike Mayberry closed the Citizen's Agenda.

3. Approval of the December 13, 2021 minutes.

Motion approve the December 13, 2021 minutes was made by Evan Huff and seconded by Mike Mayberry.

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

Noes: None

Motion Passed 6-0

4. Approval of the November 2021 financials.

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

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

Noes: None

Motion Passed 6-0

5. 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.

Motion: 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, was made by Andi Nolan and seconded by Evan Huff.

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

Noes: None

Motion Passed 6-0

6. **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 S. Stemmons Freeway.**

Motion: authorize the Chairperson to negotiate and execute an agreement with Intercon Environmental for asbestos abatement and demolition and removal services in an amount not to exceed \$18,570 for the structures located at 1000-1002 S. Stemmons Freeway was made by Charlie Price and seconded by Mike Mayberry.

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

Noes: None

Motion Passed 6-0

7. **Conduct a public hearing and take appropriate action regarding a project relating to the sale and development of the property located at 312 Main Street and providing a granted related thereto.**

Chairman Mayberry opened the public hearing at 7:21 p.m.

No one spoke in favor or against.

Chairman Mayberry closed the public hearing at 7:22 p.m.

Motion: authorize the LDCDC Chairperson to negotiate and sign contracts and other documents that are reasonable and necessary to sell to Isabel and Louis Velez, Jr. and/or assigns the property located at 312 Main Street for a sales price of \$225,000 and a purchase grant of \$224,900 to be applied as a credit to the purchase price, the sale of said property to be subject to a restriction agreement on the property requiring construction of a three-story building with not less than 7000 square feet of the ground floor to be developed for restaurant and retail purposes and the remaining floors to be developed for restaurant, retail, office, and/or multi-family residential purposes was made by Glynn Vrba and seconded by Evan Huff.

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

Noes: None

Motion Passed 6-0

8. **Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 and Section 551.087 to receive a preliminary concept presentation from Project Public Service.**

CDC Board convened into Executive Session at 7:24 p.m.

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

CDC Board reconvened into Executive Session at 9:07 p.m.

10. Announcements or requests for future agenda items.

11. Adjourn

Mike Mayberry adjourned the meeting at 9:10 p.m.

Mike Mayberry, Chairperson

Codi Delcambre, City Secretary



**Lake Dallas Community
Development Corporation**

**Monthly Financial Reports
December 2021**

Lake Dallas Community Development Corporation
Monthly Financial Summary
December 2021

This report represents the first quarter of operations for Fiscal Year 2022.

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	\$415,300	\$42,363	\$123,299	29.7%
Expenditures	\$466,332	\$61,940	\$93,924	20.1%
Net	(\$51,032)	(\$19,577)	\$29,375	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are \$123,299 and \$93,924 respectively. They represent 29.7% and 20.1% of the budget.

Sales Tax Revenue for December 2021 is \$42,349. This represents a 41.6% increase from December 2020. As of this month, 29.7% of the budgeted sales tax has been collected.

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

CDC Investments	\$217,767.77
CDC Checking Account	151,034.72
Total Cash and Investments	<u><u>\$368,802.49</u></u>

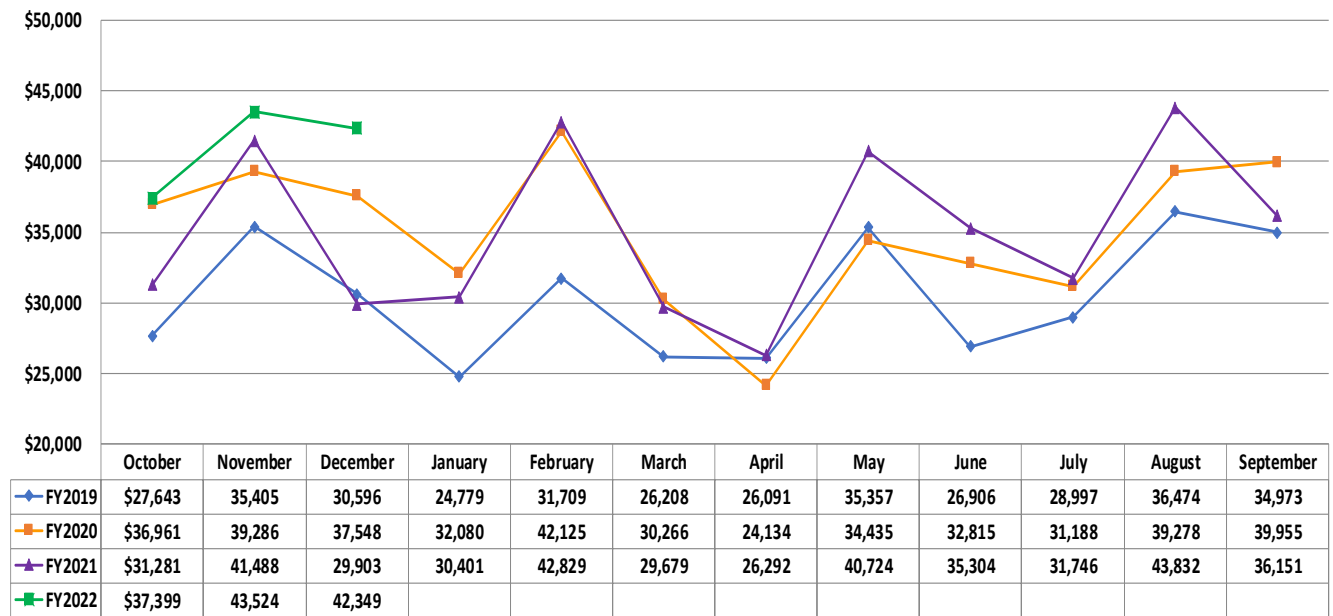
City of Lake Dallas

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	43,524
December	23,625	24,197	25,716	30,596	37,548	29,903	42,349
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	\$123,272

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 2022-3 Ending December 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
11-00-42112 4B Sales Tax	0.00	42,349.40	\$ 415,000.00	\$ 123,272.08	70.30%
11-00-45480 Property Rental Income	0.00	0.00	0.00	0.00	0.00%
11-00-47482 Interest Income - 4B	0.00	13.64	300.00	27.28	90.91%
11-00-49347 Debt Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Undefined Sub-Type Revenues	0.00	42,363.04	415,300.00	123,299.36	70.31%
Total Revenues	0.00	42,363.04	415,300.00	123,299.36	70.31%
Total Community Development Corporation Revenues	\$ 0.00	\$ 42,363.04	\$ 415,300.00	\$ 123,299.36	70.31%
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52206 Travel & Training	0.00	0.00	\$ 3,030.00	0.00	100.00%
11-11-52207 Dues & Memberships	0.00	0.00	525.00	0.00	100.00%
Total Supplies Expenditures	0.00	0.00	3,555.00	0.00	100.00%
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	283.98	10,000.00	1,593.75	84.06%
11-11-53303 Accounting & Auditor	0.00	0.00	3,250.00	0.00	100.00%
11-11-53304 Legal Services	0.00	2,405.00	8,000.00	2,682.50	66.47%
11-11-53309 Consultants & Professionals	0.00	57.00	15,000.00	9,774.25	34.84%
Total Contractual Services Expenditures	0.00	2,745.98	36,250.00	14,050.50	61.24%
Maintenance Expenditures					
11-11-54480 Rental Property Maintenance	0.00	842.00	4,000.00	1,442.00	63.95%
Total Maintenance Expenditures	0.00	842.00	4,000.00	1,442.00	63.95%
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	0.00	51,685.00	50,000.00	58,431.00	(16.86%)
Total Capital Outlay Expenditures	0.00	51,685.00	50,000.00	58,431.00	(16.86%)
Debt Service Expenditures					
11-11-56521 Loan Principal	0.00	0.00	0.00	0.00	0.00%
11-11-56522 Loan Interest	0.00	0.00	0.00	0.00	0.00%
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	6,666.67	80,000.00	20,000.01	75.00%
11-11-59119 Transfer to Debt Service Fund	0.00	0.00	292,527.00	0.00	100.00%
Total Transfers Expenditures	0.00	6,666.67	372,527.00	20,000.01	94.63%
Total Administration Expenditures	0.00	61,939.65	466,332.00	93,923.51	79.86%
Total Community Development Corporation Expenditures	\$ 0.00	\$ 61,939.65	\$ 466,332.00	\$ 93,923.51	79.86%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2022-3 Ending December 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	0.00	\$	42,363.04	\$	415,300.00	\$	123,299.36		70.31%
Total Expenditures	\$	0.00	\$	61,939.65	\$	466,332.00	\$	93,923.51		79.86%
Total Excess of Revenues Over Expenditures	\$	0.00	\$	(19,576.61)	\$	(51,032.00)	\$	29,375.85		157.56%

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 12/1/2021 To 12/31/2021**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status						
3692	C	12/7/2021	137	Lake Cities Municipal Utility Authority	\$283.98	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>Lake Dallas--23 - Water utilities</td><td>11-11-53301</td><td>\$283.98</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	Lake Dallas--23 - Water utilities	11-11-53301	\$283.98
Invoice Nbr - Description	GL Account	Amount										
Lake Dallas--23 - Water utilities	11-11-53301	\$283.98										
3693	C	12/20/2021	823	Dunaway	\$5,685.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>51383 - parks masterplan monthly fee</td><td>11-11-55520</td><td>\$5,685.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	51383 - parks masterplan monthly fee	11-11-55520	\$5,685.00
Invoice Nbr - Description	GL Account	Amount										
51383 - parks masterplan monthly fee	11-11-55520	\$5,685.00										
3694	C	12/20/2021	111	Nichols, Jackson, Dillard	\$2,405.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>37262--01 - CDC Legal</td><td>11-11-53304</td><td>\$2,405.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	37262--01 - CDC Legal	11-11-53304	\$2,405.00
Invoice Nbr - Description	GL Account	Amount										
37262--01 - CDC Legal	11-11-53304	\$2,405.00										
3695	C	12/20/2021	856	Texas Department of State Health Services	\$57.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>2021005311 - Demolition of DSHS Notification Fee</td><td>11-11-53309</td><td>\$57.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	2021005311 - Demolition of DSHS Notification Fee	11-11-53309	\$57.00
Invoice Nbr - Description	GL Account	Amount										
2021005311 - Demolition of DSHS Notification Fee	11-11-53309	\$57.00										
3696	C	12/22/2021	871	Freedom Commercial Services, LLC	\$842.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>1751, 1705 - Prroperty maintenance and securing at CDC properties</td><td>11-11-54480</td><td>\$842.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	1751, 1705 - Prroperty maintenance and securing at CDC properties	11-11-54480	\$842.00
Invoice Nbr - Description	GL Account	Amount										
1751, 1705 - Prroperty maintenance and securing at CDC properties	11-11-54480	\$842.00										
869-202110	E	12/1/2021	869	Rick and Julie Larkey	\$11,500.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>1004SS202110 - 1004 S Stemmons Payment Oct 2021</td><td>11-11-55520</td><td>\$11,500.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	1004SS202110 - 1004 S Stemmons Payment Oct 2021	11-11-55520	\$11,500.00
Invoice Nbr - Description	GL Account	Amount										
1004SS202110 - 1004 S Stemmons Payment Oct 2021	11-11-55520	\$11,500.00										
869-202111	E	12/1/2021	869	Rick and Julie Larkey	\$11,500.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>SS202111 - 1004 S Stemmons Payment Nov 2021</td><td>11-11-55520</td><td>\$11,500.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	SS202111 - 1004 S Stemmons Payment Nov 2021	11-11-55520	\$11,500.00
Invoice Nbr - Description	GL Account	Amount										
SS202111 - 1004 S Stemmons Payment Nov 2021	11-11-55520	\$11,500.00										
869-20211215	E	12/15/2021	869	Rick and Julie Larkey	\$11,500.00	O						
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>1004SS2021Dec - 1004 S Stemmons Payment Dec 2021</td><td>11-11-55520</td><td>\$11,500.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	1004SS2021Dec - 1004 S Stemmons Payment Dec 2021	11-11-55520	\$11,500.00
Invoice Nbr - Description	GL Account	Amount										
1004SS2021Dec - 1004 S Stemmons Payment Dec 2021	11-11-55520	\$11,500.00										
Cleared					\$0.00							
Outstanding					\$43,772.98							
Void					\$0.00							



**Lake Dallas Community
Development Corporation**

**Monthly Financial Reports
January 2022**

Lake Dallas Community Development Corporation
Monthly Financial Summary
January 2022

This report represents the first four months of operations for Fiscal Year 2022.

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	\$415,300	\$38,794	\$162,093	39.0%
Expenditures	\$466,332	\$12,771	\$106,695	22.9%
Net	(\$51,032)	\$26,023	\$55,398	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are \$162,093 and \$106,695 respectively. They represent 39.0% and 22.9% of the budget.

Sales Tax Revenue for January 2022 is \$38,777. This represents a 27.6% increase from January 2021. As of this month, 39.0% of the budgeted sales tax has been collected.

Community Development Corporation has the following cash and investments available as of January 31, 2022.

CDC Investments	\$217,783.97
CDC Checking Account	159,821.06
Total Cash and Investments	<u>\$377,605.03</u>

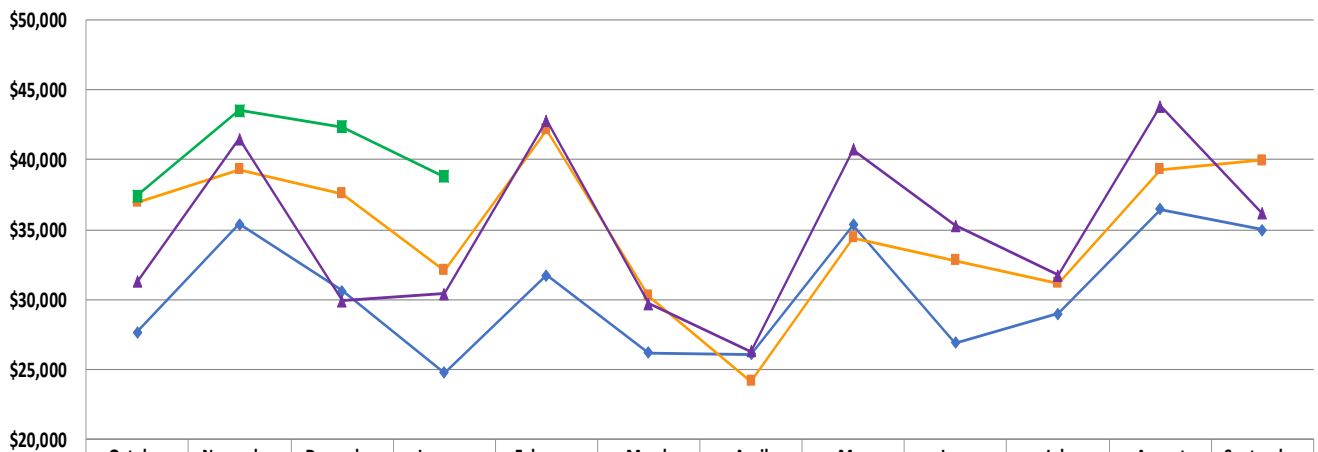
City of Lake Dallas

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	43,524
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January	18,869	24,962	25,083	24,779	32,080	30,401	38,777
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	
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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	\$162,049

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 2022-4 Ending January 31, 2022

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	38,777.59	\$ 415,000.00	\$ 162,049.67	60.95%
11-00-45480 Property Rental Income	0.00	0.00	0.00	0.00	0.00%
11-00-47482 Interest Income - 4B	0.00	16.20	300.00	43.48	85.51%
11-00-48475 Other Revenue	0.00	0.00	0.00	0.00	0.00%
11-00-49347 Debt Proceeds	0.00	0.00	0.00	0.00	0.00%
Total Undefined Sub-Type Revenues	0.00	38,793.79	415,300.00	162,093.15	60.97%
Total Revenues	0.00	38,793.79	415,300.00	162,093.15	60.97%
Total Community Development Corporation Revenues	\$ 0.00	\$ 38,793.79	\$ 415,300.00	\$ 162,093.15	60.97%
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52205 Advertising	0.00	0.00	\$ 0.00	0.00	0.00%
11-11-52206 Travel & Training	0.00	700.00	3,030.00	700.00	76.90%
11-11-52207 Dues & Memberships	0.00	0.00	525.00	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	0.00	0.00	0.00%
Total Supplies Expenditures	0.00	700.00	3,555.00	700.00	80.31%
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	495.04	10,000.00	2,088.79	79.11%
11-11-53303 Accounting & Auditor	0.00	0.00	3,250.00	0.00	100.00%
11-11-53304 Legal Services	0.00	786.25	8,000.00	3,468.75	56.64%
11-11-53305 Engineering	0.00	0.00	0.00	0.00	0.00%
11-11-53309 Consultants & Professionals	0.00	0.00	15,000.00	9,774.25	34.84%
11-11-53312 Denton County Tax	0.00	2,757.01	0.00	2,757.01	0.00%
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	0.00	0.00	0.00%
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	4,038.30	36,250.00	18,088.80	50.10%
Maintenance Expenditures					
11-11-54405 Park Maintenance	0.00	0.00	0.00	0.00	0.00%
11-11-54480 Rental Property Maintenance	0.00	0.00	4,000.00	1,442.00	63.95%
Total Maintenance Expenditures	0.00	0.00	4,000.00	1,442.00	63.95%
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	0.00	1,366.25	50,000.00	59,797.25	(19.59%)
Total Capital Outlay Expenditures	0.00	1,366.25	50,000.00	59,797.25	(19.59%)

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2022-4 Ending January 31, 2022

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Debt Service Expenditures					
11-11-53124 Debt Issue Costs	0.00	0.00	0.00	0.00	0.00%
11-11-56521 Loan Principal	0.00	0.00	0.00	0.00	0.00%
11-11-56522 Loan Interest	0.00	0.00	0.00	0.00	0.00%
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	6,666.67	80,000.00	26,666.68	66.67%
11-11-59119 Transfer to Debt Service Fund	0.00	0.00	292,527.00	0.00	100.00%
Total Transfers Expenditures	0.00	6,666.67	372,527.00	26,666.68	92.84%
Total Administration Expenditures	0.00	12,771.22	466,332.00	106,694.73	77.12%
Total Community Development Corporation Expenditures	\$ 0.00	\$ 12,771.22	\$ 466,332.00	\$ 106,694.73	77.12%
Community Development Corporation Excess of Revenues	\$ 0.00	\$ 26,022.57	\$ (51,032.00)	\$ 55,398.42	208.56%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2022-4 Ending January 31, 2022

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual	Remaining Budget %
Total Revenues	\$	0.00	\$	38,793.79	\$	415,300.00	\$	162,093.15	60.97%
Total Expenditures	\$	0.00	\$	12,771.22	\$	466,332.00	\$	106,694.73	77.12%
Total Excess of Revenues Over Expenditures	\$	0.00	\$	26,022.57	\$	(51,032.00)	\$	55,398.42	208.56%

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 1/1/2022 To 1/31/2022**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3697	C	1/5/2022	869	Rick and Julie Larkey	\$11,500.00	O
3698	C	1/14/2022	823	Dunaway	\$1,366.25	O
3699	C	1/25/2022	137	Lake Cities Municipal Utility Authority	\$302.23	O
3700	C	1/25/2022	111	Nichols, Jackson, Dillard	\$786.25	O
3701	C	1/27/2022	71	Denton County Tax Assessor	\$2,757.01	O
Card Service Center	E	1/14/2022	81	Card Service Center	\$700.00	O
TXU	E	1/12/2022	527	TXU Energy	\$192.81	O
					Cleared	\$0.00
					Outstanding	\$17,604.55
					Void	\$0.00



**COMMUNITY DEVELOPMENT CORPORATION
AGENDA MEMO**

Presented By: Kandace Lesley, City Manager

March 7, 2022

**Approve Contract with Bradley Environmental Services
to Perform Project Design and Air Quality Monitoring**

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, to contract with Bradley Environmental Services to provide an asbestos project design and specifications, and perform air quality monitoring and reporting for the structures located at 1000-1002 and 1004 S. Stemmons Freeway.

BACKGROUND INFORMATION:

In June and July 2021, the Lake Dallas Community Development Corporation purchased 1000 – 1002 and 1004 S. Stemmons Freeway and 101 S. Lake Dallas Drive. These properties are located in the I-35 Business Corridor District.

Per State law, prior to demolition, commercial properties must be surveyed for the presence of asbestos. Bradley Environmental was hired in October 2021 and performed an asbestos survey on both structures on October 29th. The survey revealed small amounts of asbestos in some of the roofing material of the structure located at 1000 – 1002 S. Stemmons and large amounts of asbestos on the interior and exterior of the structure located at 1004 S. Stemmons. 101 S. Lake Dallas Drive is a vacant parcel.

Quotes for the development of an asbestos project design and specifications, and the performance of air quality monitoring and reporting for each project were requested and obtained from Bradley Environmental.

FINANCIAL CONSIDERATION:

1000 – 1002 S. Stemmons: air quality monitoring (\$450) and reporting (\$150) for one day. Since there is less than 160 sf of asbestos on this structure, a project design is not required.

1004 S. Stemmons: project design and specifications (\$500), and air quality monitoring (\$5,000) and reporting (\$150) for 10 days.

RECOMMENDATION:

Staff recommends acceptance of the quotes for air quality monitoring and reporting for 1000 - 1002 S. Stemmons at a cost of \$600, and for project design and specifications and air quality monitoring and reporting for 1004 S. Stemmons for \$5,650 and authorizing the CDC chairman to sign an agreement with Bradley Environmental to perform the described services in relation to demolition of the buildings on the two properties.

POSSIBLE MOTIONS:

I move to **approve/deny** contracting with Bradley Environmental Services to provide an asbestos project design and specifications and perform air quality monitoring and reporting for the structures located at 1000-1002 and 1004 S. Stemmons Freeway in an amount not to exceed \$6,250.

ATTACHMENT(S):

Proposal for 1000 – 1002 S. Stemmons Freeway

Proposal for 1004 S. Stemmons Freeway

PROFESSIONAL SERVICES AGREEMENT
(Asbestos Removal Project Design and Air Quality Monitoring)

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made as of the Effective Date by and between the **Lake Dallas Community Development Corporation** (“**LDCDC**”), a Texas non-profit Type B economic development corporation, and **Bradley Environmental Services, LLC** (“**Consultant**”), a Texas limited liability company. LDCDC and Consultant are hereafter collectively referred to as “the Parties” or separately as “Party”.

RECITALS

WHEREAS, LDCDC desires Consultant to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Consultant has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, LDCDC and Consultant agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by LDCDC, Consultant agrees to provide to LDCDC the necessary asbestos removal project design for buildings located on LDCDC-owned property (the “**Project**”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “**Scope of Services**”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “**Effective Date**”) and shall continue until Consultant completes the services required herein to the reasonable satisfaction of LDCDC, unless sooner terminated as provided in Section 8, below.

Section 3. Consultant’s Obligations

A. Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should LDCDC require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by LDCDC; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of LDCDC. The cost of such

personnel and assistance shall be a reimbursable expense to Consultant only if authorized in writing in advance by LDCDC.

C. Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. LDCDC agrees to pay Consultant for all services authorized in writing and properly performed by Consultant in accordance with the Payment Schedule set forth in the Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Consultant by LDCDC shall be paid not later than thirty (30) days after completion of all tasks provided pursuant to the Scope of Services and receipt of an invoice from Consultant for such services.

B. LDCDC reserves the right to delay, without penalty, any partial payment when, in the opinion of LDCDC, Consultant has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Fee for the Services shall not exceed **\$6250.00**. LDCDC may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to LDCDC. In the event of any breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against LDCDC, or LDCDC's premises, arising out of Consultant's performance of this Agreement, LDCDC shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect LDCDC from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 5. Responsibilities

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the reports.

B. Neither LDCDC's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to LDCDC in accordance with applicable law for all damages to LDCDC caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of LDCDC under this Agreement are as provided by law.

Section 6. Time For Performance

A. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with LDCDC's requirements.

B. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the LDCDC or others, Consultant may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made by Consultant, unless Consultant shall have made written request upon LDCDC for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless LDCDC and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, drawings, reports, and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("**Project Documents**") are intended for the use and benefit of LDCDC. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by LDCDC as required by this Agreement, LDCDC shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at LDCDC's request and in furtherance of this Agreement. LDCDC shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, LDCDC consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are "works for hire" and shall be the property of LDCDC upon payment of Consultant as provided in this Agreement.

Section 8. Termination

A. LDCDC may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Consultant. In the event suspension or termination is without cause, payment to Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by LDCDC to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to LDCDC.

B. Should LDCDC require a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification to this Agreement, LDCDC shall have the option of terminating this Agreement and Consultant's services hereunder at no additional cost other than the payment to Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by LDCDC to be properly performed by Consultant prior to such termination date.

Section 9. Insurance

A. Consultant shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name LDCDC, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to LDCDC for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against LDCDC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to LDCDC prior to commencement of services.

Section 12. Indemnification.

LDCDC shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Consultant pursuant to this

Agreement. Consultant hereby waives all claims against LDCDC, its officers, agents and employees (collectively referred to in this section as “LDCDC Indemnitees”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the LDCDC Indemnitees. Consultant agrees to indemnify and save harmless the LDCDC Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys’ fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Consultant, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a LDCDC Indemnatee, in whole or in part, in which case Consultant shall indemnify the LDCDC Indemnatee only to the extent or proportion of negligence attributed to Consultant, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Consultant’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Consultant under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment

Consultant shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of LDCDC.

Section 14. Applicable Laws

Consultant shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Consultant

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by LDCDC to Consultant, LDCDC may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by LDCDC to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by LDCDC at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, LDCDC may proceed to complete the services in any manner deemed proper by LDCDC, either by the use of its own forces or by resubletting to others.

B. LDCDC may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Consultant without a written agreement with LDCDC prior to the performance of such services.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 18. Severability.

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

Section 19. Independent Contractor.

It is understood and agreed by and between the Parties that Consultant in satisfying the conditions of this Agreement, is acting independently, and that LDCDC assumes no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of LDCDC. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 20. Right-Of-Access.

LDCDC will obtain and/or furnish right-of-access on any project site for Consultant to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Consultant will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to

such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to LDCDC: Lake Dallas Community Development Corporation
Attn: City Manager, City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

With copy to: Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If to Consultant: Bradley Environmental Services, LLC
Attn: Bradley J. Nunes
3742 Virginia Pine Drive
Carrollton, Texas 75007

Section 22. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 23. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

AGREED AND SIGNED this ____ day of February 2021.

LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION

By: _____
Mike Mayberry, President

APPROVED AS TO FORM:

Kevin B. Laughlin, LDCDC General Counsel

AGREED AND SIGNED this ____ day of February 2022.

BRADLEY ENVIRONMENTAL SERVICES,
LLC.

By: _____
Bradley J. Nunes, Manager

EXHIBIT “A”
SCOPE OF SERVICES



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

RE: Proposal for Environmental Consulting Services
Former Everest Liquor Store
1000 South Stemmons Freeway
Lake Dallas, TX 75065

Bradley Environmental Services (BES) is pleased to provide you with this proposal for environmental consulting services for the referenced site.

SCOPE OF WORK

TASK ONE: PROJECT DESIGN AND SPECIFICATIONS

- Project Specifications are not required under Texas Regulations since the amount of asbestos material to be removed is less than 160 square feet.

TASK TWO: PROJECT AIR MONITORING/INSPECTION

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of inspection services and eighteen (18) air monitoring samples per day/shift and personnel;
- Provide OSHA required air sampling for abatement workers;
- Provide final inspection by visual;
- Provide documentation verifying asbestos abatement activities are complete, and closeout documents.

The project will be billed in accordance with the following fee schedule:

ESTIMATED FEES

Specifications

Written Project Design N/A

Air Monitoring

Air Monitoring Technician/Project Monitor \$450.00
(Includes PCM analysis of air monitoring samples)
(Est. 1 Day @ \$450/Day)

Air Monitoring Report

Includes review of contractor close-out documents \$150.00

ESTIMATED TOTAL

\$600.00

* If significant additional labor is involved it will be at \$45 per hour for each additional hour beyond a 10-hour workday.

** Additional air monitoring days, if necessary, will be invoiced at \$450 per day.

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at 214-206-6485. We look forward to working with you on this and future projects.

Respectfully,
Bradley Environmental Services



Brad Nunes



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

**RE: Proposal for Environmental Consulting Services
Former Quality Suplus Store
1004 South Stemmons Freeway
Lake Dallas, TX 75065**

Bradley Environmental Services (BES) is pleased to provide you with this proposal for environmental consulting services for the referenced site.

SCOPE OF WORK

TASK ONE: PROJECT DESIGN AND SPECIFICATIONS

- Project Specifications are required under Texas Regulations since the amount of asbestos material to be removed is greater than 160 square feet.

TASK TWO: PROJECT AIR MONITORING/INSPECTION

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of inspection services and eighteen (18) air monitoring samples per day/shift and personnel;
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Specifications

Written Project Design \$500

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Air Monitoring Technician/Project Monitor \$5000.00**
(Includes PCM analysis of air monitoring samples)
(Est. 10 Days @ \$500/Days) *

Air Monitoring Report

Includes review of contractor close-out documents \$150.00

ESTIMATED TOTAL

\$5,650.00

* If significant additional labor is involved it will be at \$50 per hour for each additional hour beyond a 10-hour workday.

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Brad Nunes



February 7, 2022

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City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

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Lake Dallas, TX 75065**

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Specifications

Written Project Design	N/A
------------------------	-----

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Air Monitoring Technician/Project Monitor (Includes PCM analysis of air monitoring samples) (Est. 1 Day @ \$450/Day)	\$450.00
--	----------

Air Monitoring Report

Includes review of contractor close-out documents	\$150.00
---	----------

ESTIMATED TOTAL

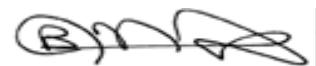
\$600.00

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Respectfully,
Bradley Environmental Services



Brad Nunes

APPROVAL:

Sign: _____

Print: _____



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
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Air Monitoring Report

Includes review of contractor close-out documents \$150.00

ESTIMATED TOTAL

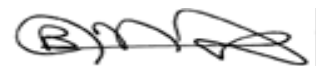
\$5,650.00

* If significant additional labor is involved it will be at \$50 per hour for each additional hour beyond a 10-hour workday.

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Respectfully,
Bradley Environmental Services



Brad Nunes

APPROVAL:

Sign: _____

Print: _____

PROFESSIONAL SERVICES AGREEMENT
(Asbestos Removal Project Design and Air Quality Monitoring)

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WHEREAS, LDCDC desires Consultant to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Consultant has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

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The term of this Agreement shall begin on the last date of execution hereof (the “**Effective Date**”) and shall continue until Consultant completes the services required herein to the reasonable satisfaction of LDCDC, unless sooner terminated as provided in Section 8, below.

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A. Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should LDCDC require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by LDCDC; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of LDCDC. The cost of such

personnel and assistance shall be a reimbursable expense to Consultant only if authorized in writing in advance by LDCDC.

C. Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. LDCDC agrees to pay Consultant for all services authorized in writing and properly performed by Consultant in accordance with the Payment Schedule set forth in the Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Consultant by LDCDC shall be paid not later than thirty (30) days after completion of all tasks provided pursuant to the Scope of Services and receipt of an invoice from Consultant for such services.

B. LDCDC reserves the right to delay, without penalty, any partial payment when, in the opinion of LDCDC, Consultant has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Fee for the Services shall not exceed **\$6250.00**. LDCDC may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to LDCDC. In the event of any breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against LDCDC, or LDCDC's premises, arising out of Consultant's performance of this Agreement, LDCDC shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect LDCDC from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 5. Responsibilities

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the reports.

B. Neither LDCDC's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to LDCDC in accordance with applicable law for all damages to LDCDC caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of LDCDC under this Agreement are as provided by law.

Section 6. Time For Performance

A. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with LDCDC's requirements.

B. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the LDCDC or others, Consultant may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made by Consultant, unless Consultant shall have made written request upon LDCDC for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless LDCDC and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, drawings, reports, and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("**Project Documents**") are intended for the use and benefit of LDCDC. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by LDCDC as required by this Agreement, LDCDC shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at LDCDC's request and in furtherance of this Agreement. LDCDC shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, LDCDC consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are "works for hire" and shall be the property of LDCDC upon payment of Consultant as provided in this Agreement.

Section 8. Termination

A. LDCDC may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Consultant. In the event suspension or termination is without cause, payment to Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by LDCDC to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to LDCDC.

B. Should LDCDC require a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification to this Agreement, LDCDC shall have the option of terminating this Agreement and Consultant's services hereunder at no additional cost other than the payment to Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by LDCDC to be properly performed by Consultant prior to such termination date.

Section 9. Insurance

A. Consultant shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name LDCDC, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to LDCDC for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against LDCDC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to LDCDC prior to commencement of services.

Section 12. Indemnification.

LDCDC shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Consultant pursuant to this Agreement. Consultant hereby waives all claims against LDCDC, its officers, agents and employees (collectively referred to in this section as “LDCDC Indemnitees”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the LDCDC Indemnitees. Consultant agrees to indemnify and save harmless the LDCDC Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys’ fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Consultant, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a LDCDC Indemnitee, in whole or in part, in which case Consultant shall indemnify the LDCDC Indemnitee only to the extent or proportion of negligence attributed to Consultant, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Consultant’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Consultant under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment

Consultant shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of LDCDC.

Section 14. Applicable Laws

Consultant shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Consultant

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by LDCDC to Consultant, LDCDC may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by LDCDC to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings

called by LDCDC at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, LDCDC may proceed to complete the services in any manner deemed proper by LDCDC, either by the use of its own forces or by resubletting to others.

B. LDCDC may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Consultant without a written agreement with LDCDC prior to the performance of such services.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 18. Severability.

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

Section 19. Independent Contractor.

It is understood and agreed by and between the Parties that Consultant in satisfying the conditions of this Agreement, is acting independently, and that LDCDC assumes no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of LDCDC. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 20. Right-Of-Access.

LDCDC will obtain and/or furnish right-of-access on any project site for Consultant to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Consultant will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to LDCDC: Lake Dallas Community Development Corporation
Attn: City Manager, City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

With copy to: Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If to Consultant: Bradley Environmental Services, LLC
Attn: Bradley J. Nunes
3742 Virginia Pine Drive
Carrollton, Texas 75007

Section 22. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 23. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

AGREED AND SIGNED this ____ day of March 2021.

LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION

By: _____
Mike Mayberry, President

APPROVED AS TO FORM:

Kevin B. Laughlin, LDCDC General Counsel

AGREED AND SIGNED this ____ day of March 2022.

BRADLEY ENVIRONMENTAL SERVICES,
LLC.

By: _____
Bradley J. Nunes, Manager

EXHIBIT “A”
SCOPE OF SERVICES



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

RE: Proposal for Environmental Consulting Services
Former Everest Liquor Store
1000 South Stemmons Freeway
Lake Dallas, TX 75065

Bradley Environmental Services (BES) is pleased to provide you with this proposal for environmental consulting services for the referenced site.

SCOPE OF WORK

TASK ONE: PROJECT DESIGN AND SPECIFICATIONS

- Project Specifications are not required under Texas Regulations since the amount of asbestos material to be removed is less than 160 square feet.

TASK TWO: PROJECT AIR MONITORING/INSPECTION

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of inspection services and eighteen (18) air monitoring samples per day/shift and personnel;
- Provide OSHA required air sampling for abatement workers;
- Provide final inspection by visual;
- Provide documentation verifying asbestos abatement activities are complete, and closeout documents.

The project will be billed in accordance with the following fee schedule:

ESTIMATED FEES

Specifications

Written Project Design N/A

Air Monitoring

Air Monitoring Technician/Project Monitor \$450.00
(Includes PCM analysis of air monitoring samples)
(Est. 1 Day @ \$450/Day)

Air Monitoring Report

Includes review of contractor close-out documents \$150.00

ESTIMATED TOTAL

\$600.00

* If significant additional labor is involved it will be at \$45 per hour for each additional hour beyond a 10-hour workday.

** Additional air monitoring days, if necessary, will be invoiced at \$450 per day.

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at 214-206-6485. We look forward to working with you on this and future projects.

Respectfully,
Bradley Environmental Services



Brad Nunes



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

**RE: Proposal for Environmental Consulting Services
Former Quality Suplus Store
1004 South Stemmons Freeway
Lake Dallas, TX 75065**

Bradley Environmental Services (BES) is pleased to provide you with this proposal for environmental consulting services for the referenced site.

SCOPE OF WORK

TASK ONE: PROJECT DESIGN AND SPECIFICATIONS

- Project Specifications are required under Texas Regulations since the amount of asbestos material to be removed is greater than 160 square feet.

TASK TWO: PROJECT AIR MONITORING/INSPECTION

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of inspection services and eighteen (18) air monitoring samples per day/shift and personnel;
- Provide OSHA required air sampling for abatement workers;
- Provide final inspection by visual;
- Provide documentation verifying asbestos abatement activities are complete, and closeout documents.

The project will be billed in accordance with the following fee schedule:

ESTIMATED FEES

Specifications

Written Project Design \$500

Air Monitoring

Air Monitoring Technician/Project Monitor \$5000.00**
(Includes PCM analysis of air monitoring samples)
(Est. 10 Days @ \$500/Days) *

Air Monitoring Report

Includes review of contractor close-out documents \$150.00

ESTIMATED TOTAL

\$5,650.00

* If significant additional labor is involved it will be at \$50 per hour for each additional hour beyond a 10-hour workday.

** Additional air monitoring days, if necessary, will be invoiced at \$500 per day.

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at 214-206-6485. We look forward to working with you on this and future projects.

Respectfully,

Bradley Environmental Services



Brad Nunes



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Kandace Lesley, City Manager

March 7, 2022

**Purchase Payoff and Asbestos Abatement and Demolition Services
for 1004 S. Stemmons**

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, authorizing the early payoff of loan relating to the purchase of 1004 S. Stemmons Freeway.

BACKGROUND INFORMATION:

The LDCDC closing on the purchase of 1004 S. Stemmons Freeway (the "Property") on July 22, 2021. The LDCDC financed a portion the purchase price of the Property with a seller-financed promissory note (the "Note") in the amount of \$138,000 at no interest, payable in 12 equal monthly installments of \$11,500.00 each beginning on October 15, 2021, with the final payment being due on September 15, 2022. The repayment of the Note is secured by a standard deed of trust lien on the Property in favor of the holder of the Note. The deed of trust does not contain a provision prohibiting the demolition of the improvements on the Property or otherwise required the LDCDC obtain the prior consent of the lender before demolishing and removing the existing building.

At its January 24th meeting, the LDCDC Board authorized negotiation and execution of a contract for asbestos abatement and demolition of the building located on the property at 1000 – 1002 S. Stemmons. The Board further requested that the pay-off amount on the Note for 1004 S. Stemmons be presented at the February meeting to determine if the LDCDC could proceed with performing asbestos abatement and demolition of the structure on the Property could feasibly occur in April 2022 to take advantage of best pricing and availability of contractors

FINANCIAL CONSIDERATION:

As of the date of this meeting, the unpaid balance on the Note is \$80,500.00. Below are the costs for a payoff of the Note and costs for asbestos abatement and demolition of the building on the Property if performed in April.

Contractor	Service	Price
	Purchase pay-off (March – September)	\$80,500.00
Arc Abatement	Asbestos abatement	\$40,634.00
	Includes supplying electricity/water	
Lloyd D. Nabors	Demolition	\$13,919.12
Department of State Health Services	Estimated state notification fees	\$918.00
Total		\$135,971.12

The first quarter of FY21-22 reflects an average sales tax collection of \$41,900 per month. The annual revenue projections were estimated conservatively, using an average sales tax collection of \$34,500 monthly. As of January 2022, the CDC's total balance of cash and investments is \$368,802.00. Based on the budgeted annual revenues and expenditures (which included the purchase of 1004 S. Stemmons), the end fund balance is projected to be \$345,556. A budget amendment for the demolition cost for both properties in the amount of \$79,254 will be required. This will reduce the projected fund balance to \$266,312.

RECOMMENDATION:

Staff believes it is feasible to pay off the Note early, proceed with incurring the demolition costs for the building at 1004 S. Stemmons, and continue to satisfy the LDCDC's other financial obligations for the remainder of the fiscal years.

POSSIBLE MOTIONS:

I move to authorize/not authorize the early payoff of the promissory note dated July 22, 2021, payable to Rickey and Julie Larkey.

ATTACHMENT(S):

None



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Kandace Lesley, City Manager

March 7, 2022

Asbestos Abatement and Demolition Services for 1004 S. Stemmons

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, regarding the negotiation and execution of contracts for asbestos abatement and demolition services for 1004 S. Stemmons Freeway.

BACKGROUND INFORMATION:

The LDCDC purchased 1004 S. Stemmons Freeway (the "Property") on July 22, 2021. In order to improve the salability of the Property, the LDCDC Board requested city staff to obtain quotes for asbestos abatement and demolition and removal of the structure located on the Property. A Request for Quotes was sent to thirteen (13) contractors. Seven contractors responded. The lowest bid for asbestos removal services for the Property was submitted by Arc Abatement in the amount of \$40,634.00. The lowest bid for demolition of the building on the Property was submitted by Lloyd D. Nabors Demolition, LLC in the amount of \$13,800.00 (after removing sales taxes from the quote). The project also requires a fee to be paid to the Texas Department of State Health Services in the amount of \$918.00 and payment of \$5650.00 to Bradley Environmental for preparation of the asbestos removal specifications, air quality monitoring, and project close out (included in the scope of services to the Bradley Environmental agreement).

FINANCIAL CONSIDERATION:

Below is the summary of costs relating to the asbestos abatement and demolition of the building located on the Property.

Contractor	Service	Price
Arc Abatement	Asbestos abatement (Includes costs for supplying electricity/water)	\$40,634.00
Lloyd D. Nabors	Demolition	\$13,800.00
Department of State Health Services	Estimated state notification fees	\$918.00
Bradley Environmental	Prepare asbestos removal specifications and air quality monitoring	\$5650.00
Total		\$61,002.00

RECOMMENDATION:

Staff recommends acceptance of the proposals from Arc Abatement for asbestos abatement, Lloyd D. Nabors for demolition services, and the estimated state notification fees for the building located at 1004 S. Stemmons.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to negotiate and execute agreements with Arc Abatement for asbestos abatement and Lloyd D. Nabors Demolition, LLC for demolition services, and payment of other required fees in an amount not to exceed \$55,352.00 for relating to demolition and removal of the building located at 1004 S. Stemmons Freeway.

ATTACHMENT(S):

Asbestos Abatement Proposal (Arc Abatement)
Demolition Services Proposal (Lloyd D. Nabors Demolition, LLC)
Estimated State Notification Fees Document



**Lloyd D. Nabors
Demolition, LLC**

Fax Cover Sheet

To:	Lancine Bentley	From:	Lloyd Nabors
Email:	lbentley@lakedallas.com	Date:	12/29/2021
Phone:	(940) 218-4195	Pages:	3
Re:	1004 S. Stemmons Fwy, Lake Dallas (Quality Surplus Store)	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. 21-2795

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

Date: 12/29/2021
Phone: (940) 218-4195

Proposal for Demolition Services at the following site:

Commercial Demolition
1004 S Stemmons Fwy
Lake Dallas, TX 75065
(Quality Surplus Store)

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 Quality Surplus store building, and slab 2' below adjacent grade.
2. Demolish and haul away all noted site paving down to base.
3. Haul away all accumulated trash in/around buildings.
4. Demolish, and remove noted chain link fence, and remove trees only necessary to fence removal.
5. Grade site to drain post demolition.
6. Cap Sewer line as needed
7. File TDH Notification

Demolition \$11,700.00
Trucking \$2,050.00 + Taxes ~~\$169.12~~
Lump Sum ~~\$13,919.12~~

\$13,750.00 *A.H.*

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.

EXCLUSIONS:

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

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: _____



Accountable-Responsive-Cost Effective

STANDARD PROPOSAL

February 7, 2022
Lancine Bentley
Lake Dallas Communitiy Development Corporation
212 Main Street
Lake Dallas, Texas 750654

Proposal # B-21-417
Sent Via: lbentley@lakedallas.com
Project 2 Commercial Structures Revised
Address: 1000-1004 Stemmons Freeway
Lake Dallas, Texas 75065

Dear: Lancine,

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

Scope of Work:

The scope of work is predicated on the types amounts and locations of ACM containing materials located in two commercial buildings as outlined in an Asbestos Survey completed by BES Envirionmental dated 10-29-2021 and a follow up site walk December 3rd. All specifications will be followed and all ACM Materials will be abated, removed and disposed of according to the specifications. ARC has added an alternate price for supplying Water and Electric which is NOT reflected in the price below.

There are no TSDSH fees, design fees or air monitoring fees included in this proposal.

Alternate 1: Supplying Water and Electric for project: \$2,500.00 (This is included in the abatement price below)

It is understood that this proposal has allowed for two mobilizations: The Smaller project to be done in January/February of 2022 which would be invoiced at \$ 1,023.00 and the Larger of the two projects to be done by the end of April 2022 which will then be invoiced at \$40,634.00.

Price: See Above

Abatement Only

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



Accountable-Responsive-Cost Effective

Proposal Terms:

Proposal # B-21-417

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

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

Sincerely,

Jim Metcalf

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

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



February 7, 2022

Lancine Bentley
City of Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, TX 75065

RE: Estimated State Notification Fees:

**Former Quality Surplus Store & Former Liquor Store
1000 & 1004 South Stemmons Freeway
Lake Dallas, TX 75065**

Former Liquor Store – \$57

Former Quality Surplus Store - \$918



Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Kandace Lesley, City Manager

March 7, 2022

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, authorizing the modification of the contract with Intercon Environmental for asbestos abatement and demolition services for 1000 – 1002 S. Stemmons Freeway.

BACKGROUND INFORMATION:

At the January 24th LDCDC meeting, the Board voted to negotiate and execute a contract with Intercon Environmental for asbestos abatement and demolition for 1000 – 1002 S. Stemmons. The contract is for the demolition of two structures on the property—the building and the billboard sign. This item is a reconsideration to remove the billboard sign from the demolition project.

FINANCIAL CONSIDERATION:

Intercon Environmental will perform the asbestos abatement and demolition work on the property for \$18,570, including the provision of water and electricity to perform the work. The removal of the billboard sign from the demolition project does not change the original quote as it was being removed for salvage value and is a small part of the larger project.

RECOMMENDATION:

Staff recommends removing the billboard sign from the demolition contract so that a future developer may determine the desirability of maintaining the sign on the property for possible advertising purposes.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to modify the contract with Intercon Environmental for asbestos abatement and demolition services in an amount not to exceed \$18,570 for the building structure only located at 1000-1002 S. Stemmons Freeway.

ATTACHMENT(S):

None

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

From: [Keith Flowers](#)
To: [Lancine Bentley](#)
Cc: [Karen Andrews](#)
Subject: RE: Bid Clarification Questions
Date: Wednesday, December 29, 2021 2:00:32 PM
Attachments: [image001.jpg](#)

[EXTERNAL]

Ms. Bentley,

Please find the responses to your questions below:

1. Your asbestos/demolition combination bid is for \$18,570.00. Does this bid include:
 - power and water to support abatement activities, **Yes.**
 - filing of TDSHS 10 day notification form, and **Yes**
 - sewer capping? **Yes**
2. If you were selected to do the asbestos abatement only, would you provide the service? Would the cost still be \$2,080.00? **Yes, we would provide the service.**
3. Please confirm your best and final offer for the asbestos/demolition combination bid (\$18,570.00). **Yes, \$18,570.00 is the confirmed price for the asbestos abatement and demolition.**

Respectfully,

Keith Flowers

Project Manager



210 S. Walnut Creek Dr.

Mansfield, TX 76063

Phone: 817-477-9995

Cell: 817-507-9406

keith@intercon-environmental.com

From: Karen Andrews <karen@intercon-environmental.com>

Sent: Tuesday, December 28, 2021 6:43 PM

To: Keith Flowers <keith@intercon-environmental.com>

Subject: Fwd: Bid Clarification Questions

From: Lancine Bentley <lbentley@lakedallas.com>
Date: December 28, 2021 at 11:48:14 AM CST
To: Karen Andrews <karen@intercon-environmental.com>, Purchasing <purchasing@intercon-environmental.com>
Cc: Lancine Bentley <lbentley@lakedallas.com>
Subject: Bid Clarification Questions

Good Morning,

During review of all submitted demolition and asbestos remediation quotes at our recent Community Development Corporation meeting, some clarification questions were asked. As such, a few bidders are being recontacted to obtain clarity.

1. Your asbestos/demolition combination bid is for \$18,570.00. Does this bid include:
 - power and water to support abatement activities,
 - filing of TDSHS 10 day notification form, and
 - sewer capping?
2. If you were selected to do the asbestos abatement only, would you provide the service? Would the cost still be \$2,080.00?
3. Please confirm your best and final offer for the asbestos/demolition combination bid (\$18,570.00).

Please provide your responses by Monday, January 3rd at 9AM. Contact me should you have any questions. Thanks. lb

From: Lancine Bentley
Sent: Friday, December 3, 2021 4:01 PM
To: Lancine Bentley <lbentley@lakedallas.com>
Subject: Additional Information for 1000-1002 S. Stemmons and 1004 S. Stemmons
Importance: High

Good Afternoon All,

I am providing some additional information from the job walk this morning.

1. The Scope of Work does not contain the removal of a large sign structure on 1000 – 1002 S. Stemmons (Everest property). See first three photo attachments. The sign removal (to 2'-3' below grade) will be added to the Scope of Work as part of the demolition. Please bid this item.
2. The Scope of Work for both properties states the following:
“All porch/patio foundations, steps, asphalt and concrete

parking lots, and fencing shall be demolished and removed, **including the chain link fence at the rear of the structure. Contractor shall remove all trees and bushes growing in the fence line.** This will be amended to read **“Contractor may remove any trees and bushes, as necessary, that are growing in the fence line.”**

There is no desire to retain the fence line trees, however, we do not want to incur additional costs for individual tree removal. Therefore, any trees/bushes removed during the removal of the fence should be included in the bid to remove the fence.

3. The CDC is working with utilities to provide water and electric to these long-vacant structures. However, please include individual line items for provision of a water truck and a generator should these items be needed.

Photos of both sites provided for clarity.

Lastly, bids will be reviewed and likely vendor(s) selected by the CDC on Monday, December 13th. The approved contract(s) must go to two City Council meetings (Jan 13th and 27th) prior to work beginning. Therefore, this project will likely begin in early February.

Please call or email with any questions. lb

From: Lancine Bentley

Sent: Monday, November 29, 2021 7:03 PM

To: Lancine Bentley <lbentley@lakedallas.com>

Subject: Request for Quotes for 1000-1002 S. Stemmons Freeway

Importance: High

Good Evening,

The Lake Dallas Community Development Corporation is Requesting Quotes for the following project: **Asbestos Removal and Demolition of structure at 1000 – 1002 S. Stemmons Freeway (Property ID #62948)**

Quotes may be submitted as follows:

- A quote for asbestos removal ONLY.
- A quote for demolition and property grading ONLY.
- A quote for asbestos removal AND demolition and property grading.

Attached please find the following five documents for the project.

1. Scope of Work for Asbestos Removal ONLY
2. Scope of Work for Demolition and Property Grading ONLY
3. Scope of Work for Asbestos-Demo Combo
4. Asbestos Removal Technical Specifications
5. Contract (NOTE: the contract is drafted for an asbestos-demo combo quote, but will be split into two contracts if two contractors are hired.)

Subcontractors may be used in the performance of this work.

If there are any objections or changes to language in the agreement, that must be submitted with the quote.

The **job walk is scheduled for Friday, December 3rd at 11:30AM.**

The **deadline for quote submission is Wednesday, December 8th at 5:00PM CST.** Please call 940-218-4195 if you have any questions.

Following this email will be a second RFQ for the adjacent structure (1004 S. Stemmons Freeway). Thanks. lb

Lancine Bentley

Lancine Bentley
Assistant to the City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065
940-497-2226 ext 404
Cell 940-218-4195
lbentley@lakedallas.com