



COMMUNITY DEVELOPMENT CORPORATION MEETING AGENDA

June 14, 2023 at 6:00 PM

Town Hall - 1941 E. Jeter Road, Bartonville, TX 76226

A. CALL MEETING TO ORDER

B. PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the BCDC Board on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the Board on items that are not posted on the agenda.

C. REGULAR ITEMS

1. Consider approval of the May 10, 2023, meeting minutes.
2. Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$20,000, to JBJBM, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and JBMBM, LLC.
3. Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$20,000, to Denmiss, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Denmiss, LLC.
4. Update on BCDC Business Survey contact requests.
5. Discussion on development activity (new businesses, prospective businesses, expansion of businesses).
6. Discussion on marketing, promotional items, and advertising of local businesses.

D. FUTURE ITEMS

E. CLOSED SESSION

7. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: Deliberate funding request from JBJBM, LLC dba Luminous Glow Med Spa.
8. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: Deliberate funding request from Denmiss, LLC.

F. RECONVENE OPEN MEETING

G. ADJOURNMENT

I hereby certify that this Notice of Meeting was posted on the Town Website, and on the bulletin board, at Town Hall of the Town of Bartonville, Texas, a place convenient and readily accessible to the public at all times. Said Notice was posted on the following date and time; and remained posted continuously prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.

/s/ Mary J. Kayser, Interim Town Secretary

Posted: June 9, 2023, at 4:00 PM

THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION MEETING HELD ON THE 10th DAY OF MAY 2023, AT BARONVILLE TOWN HALL, 1941 E. JETER ROAD, BARTONVILLE, TEXAS, AT 6:00 P.M.

Item C1.

The Community Development Corporation met in a meeting with the following members present:

Brenda Latham, Chair
Dwain Skrobarcek
Randy Van Alstine
Terry Rock
Jim Langford

With the following members absent: James Kennemer and Jim Foringer.

Also present: Thad Chambers, Town Administrator; and Tammy Dixon, Town Secretary.

A. CALL TO ORDER

Chairperson Latham called the meeting to order at 6:03 p.m.

B. PUBLIC PARTICIPATION

There were none.

C. REGULAR ITEMS

1. Consider approval of the April 12, 2023, meeting minutes.

Terry Rock moved to approve the April 12, 2023, meeting minutes. Dwain Skrobarcek seconded the motion. The motion carried by vote of 5 to 0.

2. Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$35,000, to Sakhouse Investments, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

Chairperson Latham opened the public hearing at 7:01 p.m.

No one spoke in support or opposition.

Chairperson Latham closed the public hearing at 7:02 p.m.

Terry Rock moved to approve a Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC. Jim Langford seconded the motion. The motion carried by vote of 5 to 0.

3. Consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.

Terry Rock moved to approve a Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management, LLC. Randy Van Alstine seconded the motion. The motion carried by vote of 5 to 0.

4. Update on BCDC Business Survey contact requests.

Brenda Latham stated she had not had an opportunity to make contact with any of the businesses she was assigned to.

Terry Rock stated he met with Marty Bryan and his biggest concern was with parking.

Brenda Latham requested this item be placed on the next agenda.

5. Discussion on development activity (new businesses, prospective businesses, expansion of businesses. **No discussion.**
6. Discussion on marketing, promotional items, and advertising of local businesses. **No discussion.**

D. FUTURE ITEMS

E./F. CLOSED/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Board convened into a Closed Executive Session at 6:03 p.m. and reconvened into open session 6:41 p.m. in accordance with the Texas Government Code regarding:

7. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: Deliberate funding request from JBJBM, LLC dba Luminous Glow Med Spa. **No action taken.**
8. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: Deliberate funding request from Denmiss, LLC.

Brenda Latham moved to accept the funding application from Denmiss, LLC and direct staff to work with the Board Attorney to draft a performance agreement in the amount of \$20,000 and schedule a public hearing for the same. Jim Langford seconded the motion. The motion carried by a vote of 3 to 2.

G. ADJOURNMENT

Chairperson Latham adjourned the meeting at 7:08 p.m.

APPROVED this the 14th day of June 2023.

Approved

Brenda Latham, Chair

Attest:

Thad Chambers, Town Administrator



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE June 14, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$20,000, to JBJBM, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and JBMBM, LLC.

SUMMARY:

On May 10, 2023, the Board authorized staff to work with the Board attorney to prepare a Performance Agreement between the Board and JBMBM, LLC (aka Luminous Glow Med Spa) to provide financial assistance for marketing costs for JBJBM, LLC, in the amount of \$20,000.

The draft Performance Agreement drafted by the Board attorney provides a total incentive of \$20,000 with the funding to be paid within 30 days of the execution of the agreement and the developer to provide receipts for actual marketing costs of at least \$20,000 by December 2024.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

If approved, the resolutions will be considered at the June 20, 2023, Town Council meeting.

ATTACHMENTS:

- Draft agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **JBIBM, LLC**, d/b/a Luminous Glow Med Spa, a Texas limited liability company (hereinafter referred to as “Developer”), and the **BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “BCDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, BCDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless BCDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by BCDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by BCDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the BCDC for financial assistance for the construction of Qualified Expenditures as defined herein to be made to the Property generally located at 2652 F.M. 407E # 135, Town of Bartonville, Texas; and

WHEREAS, the BCDC’s Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section

501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Bartonville, Texas, to approve all programs and expenditures of the BCDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BCDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Developer.** The word “Developer” means JBJBM, LLC, d/b/a Luminous Glow Med Spa, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2652 F.M. 407E # 135, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the BCDC.

- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means 2652 F.M. 407E # 135, Town of Bartonville, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction and installation of a patio cover to the Property, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act, and includes any promotional or advertising expenses which are consistent with Section 505.103 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with BCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the BCDC invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property or for the promotion of the Property in a minimum amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)** by **December 31, 2024**.
- (b) **Operate Luminous Glow Med Spa.** Developer covenants and agrees by **December 31, 2023**, and during the Term of this Agreement to keep open to the general public the Luminous Glow Med Spa located on the Property.
- (c) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2023**, and during the Term of this Agreement to employ and maintain a minimum of two (2) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2024**, and during the Term of this Agreement, Developer shall deliver to BCDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2024**, and annually thereafter

during the Term of this Agreement, there will be a total of **three (3)** Annual Compliance Verifications due and submitted to the BCDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.

BCDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount not to exceed **Twenty Thousand and No/100 Dollars (\$20,000.00)** within thirty (30) days of the Effective Date of this Agreement, and compliance with the Act.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 6. CESSATION OF ADVANCES.

If BCDC has made any commitment to make any financial assistance to Developer, whether under this Agreement or under any other agreement, BCDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the BCDC by or on behalf of Developer under this Agreement that is false or misleading in any

material respect, either now or at the time made or furnished is an Event of Default.

- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Bartonville, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from BCDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BCDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to BCDC as follows:

- (a) Event of Default occurs from the Effective Date through **September 30, 2024**, repay **Twenty Thousand and No/100 Dollars (\$20,000.00)** or as much as has been advanced to Developer by BCDC;
- (b) Event of Default occurs from **October 1, 2024, to September 30, 2025**, repay **Thirteen Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$13,333.34)**; and
- (c) Event of Default occurs from **October 1, 2025, to September 30, 2026**, repay **Six Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$6,666.66)**.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM

ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. BCDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer:

JBIBM, LLC
2652 F.M. 407E # 135

Bartonville, Texas 76226
Attn: Jennifer Buck, Managing Member
Telephone: (972) 345-8900

if to BCDC:

Bartonville Community Development Corporation
1941 East Jeter Road
Bartonville, Texas 76226
Attn: Tammy Dixon
Telephone: (817) 693-5280

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the BCDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

BCDC:

***BARTONVILLE COMMUNITY
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____
Brenda Latham, Chair

Date Signed: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Brenda Latham, Chair of the Bartonville Community Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

JBIBM, LLC,
d/b/a Luminous Glow Med Spa,
a Texas limited liability company,

By: _____
Jennifer Buck, Managing Member

Date Signed: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jennifer Buck, Managing Member of the JBIBM, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas



COMMUNITY DEVELOPMENT CORPORATION COMMUNICATION

DATE June 14, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Public hearing to consider and take action upon the following project: to provide financial assistance in an amount not to exceed \$20,000, to Denmiss, LLC; and to consider approval of a Performance Agreement by and between the Bartonville Community Development Corporation and Denmiss, LLC.

SUMMARY:

On May 10, 2023, the Board authorized staff to work with the Board attorney to prepare a Performance Agreement between the Board and Denmiss, LLC to provide financial assistance for construction costs of electric vehicle charging stations for Denmiss, LLC, in the amount of \$20,000.

The draft Performance Agreement drafted by the Board attorney, provides a total incentive of \$20,000 with the funding to be paid within 30 days of the Developer's submission of receipts of the project in an amount of \$35,000.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

If approved, the resolutions will be considered at the June 20, 2023, Town Council meeting.

ATTACHMENTS:

- Funding Application
- Draft agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** between *DENMISS LLC*, a Delaware limited liability company (hereinafter referred to as “Developer”), and the *BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION*, a Texas non-profit corporation (hereinafter referred to as the “BCDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, BCDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless BCDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by BCDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by BCDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the BCDC for financial assistance for the construction and installation of Qualified Expenditures as defined herein to be made to the Property generally located at 2650 FM 407, Town of Bartonville, Texas; and

WHEREAS, the BCDC’s Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Bartonville, Texas, to approve all programs and expenditures of the BCDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BCDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Developer.** The word “Developer” means Denmiss LLC, a Delaware limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2650 FM 407, Suite 200, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the BCDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of

Default set forth below in the section entitled “Events of Default.”

- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means 2648, 2650, and 2652 FM 407, Bartonville, Texas 76226 (collectively “the Bartonville Town Center”).
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction and installation of electric vehicle charging stations located on the Property and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with BCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the BCDC invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property in a minimum amount of **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** by **December 31, 2023**. Further, the Qualified Expenditures must remain operational during the Term of this Agreement.
- (b) **Operate Facility.** Developer covenants and agrees during the Term of this Agreement to keep open to the general public the Bartonville Town Center located on the Property.
- (c) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement to employ and maintain or cause to be employed and maintained a minimum of twelve (12) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2024**, and during the Term of this Agreement, Developer shall deliver to BCDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **three (3)** Annual Compliance Verifications due and submitted to the BCDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement.

- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.

BCDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement in the amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)** within thirty (30) days of receipt of said documentation required by Section 4(a) of this Agreement.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 6. CESSATION OF ADVANCES.

If BCDC has made any commitment to make any financial assistance to Developer, whether under this Agreement or under any other agreement, BCDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the BCDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or

insolvency laws by or against Developer is an Event of Default.

- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Bartonville, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from BCDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BCDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to BCDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. BCDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer:	Denmiss LLC 2650 FM 407, Suite 200 Bartonville, Texas 76226 Attn: David E. Hunt, CEO Telephone: (940) 241-3200
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if to BCDC:	Bartonville Community Development Corporation 1941 East Jeter Road Bartonville, Texas 76226 Attn: Thad Chambers Telephone: (817) 693-5280
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- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so

modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the BCDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

BCDC:

***BARTONVILLE COMMUNITY
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____
Brenda Latham, Chair
Date Signed: _____

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

This instrument was acknowledged before me on the _____ day of _____, 2023, by Brenda Latham, Chair of the Bartonville Community Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

DENMISS LLC,
a Delaware limited liability company,

By: _____

Name: David E. Hunt

Title: Chief Executive Officer

Date Signed: _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on the _____ day of _____, 2023, by David E. Hunt, Chief Executive Officer of Denmiss LLC, a Delaware limited liability company, on behalf of said Delaware company.

Notary Public, State of _____

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

POLICIES AND GUIDELINES FOR FUNDING

ACKNOWLEDGEMENT OF RECEIPT

APPLICANT: Beth McKellar, VP & Director of Corporate Operations
COMPANY NAME: Denmiss LLC
ADDRESS: 2650 FM 407, Suite 200, Bartonville, TX 76226
PHONE NUMBER: 940) 241-2104

Signature: Beth C. McKellar 5/3/23

APPLICANT:
COMPANY NAME:
ADDRESS:
PHONE NUMBER:

Signature: _____

PROPERTY OWNER/LANDLORD: Denmiss LLC
ADDRESS: 2650 FM 407, Suite 200, Bartonville, TX 76226
PHONE NUMBER: 940) 241-3200

Signature: Beth C. McKellar 5/3/23
VP-Director of Corporate Operations
Denmiss LLC

Sign, date and return this acknowledgement page to the BCDC. Please retain the guidelines and criteria for your records.

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUNDING APPLICATION

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL BY THESE PRESENTS:

PART 1 - APPLICANT INFORMATION

Application Date: **May 3, 2023**

Company Name: **Denmiss LLC**

Address: **2650 FM 407, Suite 200, Bartonville, TX 76226**

Representative for Application: **Stephen H. Burke, Senior Manager of Commercial Properties
Premier Property Real Estate Group LLC (940) 241-3205**

Local address: **2650 FM 407, Suite 200**

Town: **Bartonville** State: **Texas** ZIP Code: **76226**

Phone Number: **940) 241-3200** State of Incorporation: **Delaware** Years In Town: **22**

Total Employees in Town: **16**

PART 2 – PROJECT INFORMATION

Location Address: **2652 FM 407, Bartonville, TX 76226**

Legal Description: **See attached Exhibit "1-A"**

Project Description: New Construction Installation of new amenity Expansion

Section A – Economic Development Type of Facility

Manufacturing Distribution Service Center

Restaurant Describe **Multi-Use Commercial, Town Center**

PART 3 – ECONOMIC INFORMATION

Construction Estimate: **\$39,403.08**

Start Date: **ASAP**

Amount Requested: **\$39,403.08**

Permanent Job Creation: **Undeterminable**

PART 4 - NARRATIVE

1. Introduction of Business:

Denmiss LLC is the developer, owner, and operator of the Bartonville Town Center. The Bartonville Town Center contains approximately 50 tenants with uses including restaurant, general retail, medical office, office, and executive suite office.

2. Name(s) of chief officers or owners:

David E. Hunt, CEO
Beth McKellar, VP & Director of Corporate Operations

3. Reasons for seeking economic development incentive:

Completion of this project is expected to improve tenant retention, improve employee retention for tenants and the property owner, attract customer "park and stay" traffic for tenant's customers thereby increasing sales, and improve the reputation of the property owner and tenants as being more environmentally conscious thereby increasing sales to those who support green companies. All of these improvements will help to maximize daytime traffic which in turn will assist in maximizing sales tax revenue for the Town of Bartonville.

In addition to the construction costs of the project, the applicant will execute a five year contract with the service company at a cost of approximately \$5,000 per year. If the owner is required to pay this in addition to construction costs, it will be difficult for the applicant to break even.

4. State how the project will benefit the Town of Bartonville:

The installation and operation of this project will provide an amenity to the Town's residents and visitors that is not currently available within the Town limits. Additionally, increased employee retention, tenant retention, increased customer visits, and an increase in the duration of those visits will drive additional sales to Town Center merchants, thereby increasing sales tax revenues. Additionally, providing a progressive amenity within the Town borders will improve the Town's reputation as being environmentally conscious, thereby adding another positive element when trying to attract future development to the Town.

5. Describe the Project:

Utilizing the ChargePoint network, the applicant desires to install two electric vehicle charging stations. Each station will serve two vehicles simultaneously for a total potential of charging 4 vehicles simultaneously. The project also includes pre-wiring and setting pads for three additional future charging stations which would put final capacity at 10 vehicles charging simultaneously. These EV charging stations would be installed in the parking stalls located at the NW end of the parking curve around the central pond and extend toward the South. In order to complete the project, CoServ will need to run a new service line from the junction box at the NE corner of the Marty B coffee shop lot directly East under the driveway and set a new transformer. Applicant's electrician will then connect to the transformer and run the lines to the five charging pads. ChargePoint will then send a contractor to set the two charging stations and set them up for operation. Once CoServ sets the transformer, the project should take no more than thirty days.

6. Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown of current payroll by zip code. Attach a copy of the business's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application.

N/A. There is no actual job creation expected from this project. This project is aimed at maintaining maximum occupancy, maximizing tenant and current employee retention, and increasing sales tax for the Town.

7. List any other governmental assistance/incentives being requested or already approved for the project from sources other than the BCDC.

There are no other forms of assistance available to the applicant to complete this project. Federal tax incentives only apply to residential installations or commercial installations in low income areas. Bartonville does not qualify as a low income area.

8. List any competition or similar businesses in the area.

The closest EV charging stations are at the Shops of Highland Village and in South Denton.

UNDOCUMENTED WORKER CERTIFICATION

Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Bexar County, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), after receiving any public subsidy, the Company shall promptly give the County written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the County of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature:	<i>Beth C. McKellar</i>
Name:	Beth McKellar
Title:	Vice President & Director of Corporate Operations
Telephone:	940) 241-2104
E-Mail:	bmckellar@denkmanninterests.com

Given under my hand and seal of office this 3rd day of May 2023

Kathryn Fichtner

Notary Public, State of Texas

My commission expires: 12/09/2024



EXHIBIT "A-1"**LEGAL DESCRIPTION**

Part of Lot 1, Block A, Denkmann Plaza Addition
7.32 Acres

Being all that certain lot, tract or parcel of land situated in the A. R. Loving Survey, Abstract Number 736, Town of Bartonville, Denton County, Texas, being part of Lot 1, Block A, Denkmann Plaza Addition, an addition to the Town of Bartonville according to the plat thereof recorded in Cabinet U, Page 219 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1, Block A, Denkmann Plaza Addition, being the southeast corner of Saddle Brook Estates, an addition to the Town of Bartonville according to the plat thereof recorded in Cabinet P, Page 286 of the Plat Records of Denton County, Texas, and being on the west right-of-way line of F. M. Highway 407, McMakin Road (90 foot R.O.W.);

THENCE S 00°25'00" E, 276.52 feet, along the east line of Denkmann Plaza and the west right-of-way line of F. M. Highway 407, McMakin Road;

THENCE S 01°30'06" W, 508.09 feet, continuing along said line;

THENCE S 88°31'10" W, 87.67 feet, to the point of curvature of a curve to the left;

THENCE Northwesterly, with the arc of said curve having a radius of 17.50 feet, a central angle of 48°06'21", whose chord bears N 59°29'13" W, 14.27 feet, an arc length of 14.69 feet, to a point of reverse curvature;

THENCE Northwesterly, with the arc of said curve having a radius of 162.50 feet, a central angle of 83°37'02", whose chord bears N 41°43'53" W, 216.66 feet, an arc length of 237.15 feet;

THENCE N 00°04'38" E, 54.71 feet, to the point of curvature of a curve to the left;

THENCE Northwesterly, with the arc of said curve having a radius of 17.50 feet, a central angle of 90°00'00", whose chord bears N 44°55'22" W, 24.75 feet, an arc length of 27.49 feet;

THENCE N 89°56'02" W, 291.83 feet, to a point on the west line of Lot 1, Denkmann Plaza Addition;

THENCE N 01°30'06" W, 508.09 feet, along the west line of Lot 1, to the northwest corner thereof, being on the south line of Saddle Brook Estates;

THENCE N 89°41'00" E, 549.02 feet, along said line, to the **POINT OF BEGINNING** and containing approximately 7.561 acres of land.

LESS AND EXCEPT approximately 0.241 acres of the 0.392-acre tract of land conveyed by that certain Deed Without Warranty from Denmiss LLC, as Grantor, to Denton County, Texas, as Grantee, dated March 28, 2013, as recorded in the Official Records of Denton County, Texas, as Document No. 2013-36590.

Stephen Burke

From: Mike Wilson
Sent: Tuesday, May 2, 2023 11:29 AM
To: Stephen Burke
Cc: Troy Davis
Subject: FW: CoServ Easement - Bartonville Town Center - WO #1071447

Troy, per our conversation this morning. Below is the reply I received from Misty at CoServ. Stephen these numbers should be what you need along with the proposal from JSR Electrical Services I sent you a few weeks ago for \$31,919.44 plus construction costs from CoServ of \$4788.64

It looks like their survey, title company and legal department will provide all documents needed at an estimated cost of \$1800-\$2200 plus \$500 for encumbrance report.

Sincerely

Mike

From: Misty Solis <msolis@coserv.com>
Sent: Tuesday, May 2, 2023 11:20 AM
To: Mike Wilson <mwilson@premierpropertyreg.com>
Subject: CoServ Easement - Bartonville Town Center - WO #1071447

You don't often get email from msolis@coserv.com. [Learn why this is important](#)

Mike – Please see response below, let me know if you have any questions or how you would like to proceed:

From: Mike Wilson <mwilson@premierpropertyreg.com>
Sent: Tuesday, May 2, 2023 10:52 AM
To: Misty Solis <msolis@coserv.com>
Subject: RE: CoServ Easement - Bartonville Town Center - WO #1071447

EXTERNAL: This email originated outside of CoServ.

Good morning Misty, prior to moving ahead the landlord has some questions.

Prior to committing to any further actions is there a way we can get an estimate of what our costs will be on this project at the end, as well as about what the survey will cost? You will receive a construction invoice in the amount of \$4,788.64, the request has been submitted to our Accounting Department so just waiting on them to produce the invoice, it will be emailed directly to you.

If I obtain the survey, I can estimate the cost to be \$1800 - \$2200, the Ownership and Encumbrance report is \$500. You would receive a separate invoice for this as we pass the cost on directly to you and the invoice cannot be prepared until I



JSR Electrical Services, LLC

Premier Property Real Estate Group, LLC
Premier Property Real Estate Group, LLC
2650 FM 407, 200
Argyle, TX 76226

☎ (940) 390-2016

✉ mwilson@premierpropertyreg.com

ESTIMATE	#99675
ESTIMATE DATE	Apr 11, 2023
TOTAL	\$31,919.44

CONTACT US

1110 South Airport Circle, 140
Euless, TX 76040

☎ (817) 527-7703

✉ alecia@jsrelectrical.com

Service completed by: Zachary Bartsch, Jeffrey Reynolds

ESTIMATE

Services	qty
BUILD AND INSTALL NEW STRUT RACK FOR PANEL AND METER Install new unistrut strut rack for new equipment, panel and meter. Pour concrete for main struts buried 3' deep. All cross bracing with strut l brackets and hardware.	
PARALLEL 2" PVC FROM TRANSFORMER TO NEW PANEL Install (2) new 2" PVC conduits from new transformer to electrical panel location.	
NEW 400 AMP MAIN BREAKER 40 CIRCUIT ELECTRICAL PANEL. Install new electrical panel on unistrut rack and tie in conduits from transformer.	
CUSTOMER SUPPLIED TRAN SOCKET Install a customer supplied transocket next to the panel and tie in new conduits in between for new wiring.	
TRENCHING PER FOOT BY EXCAVATING COMPANY - \$4,800 For a standard 18" electrical trench. Measurements are approximate. Final measurements will not be known until project is completed. Price is subject to change based on the final measurements. NOTE: All trenching to be done by hand to avoid damage to any utilities, sprinklers ect. Approximately 160' (\$30 per foot)	160.0
NEW 1" PVC CONDUIT TO EACH OF 5 NEW LOCATIOND FOR CHARGERS	5.0

Install new 1" PVC conduit from the electrical panel to each charging station location. Stub conduits into new formed concrete pad for Charge Point chargers.

CAR CHARGER WIRING FOR ALL 5 LOCATIONS 5.0

Install new #8 THHN copper wiring to all 5 locations . Includes two sets of 3 conductors with ground with a total of 7 wires per conduit.

CAP OFF WIRING

JSR will install small PVC jboxes over new conduits and cap off wiring for the furthest 3 chargers.

WIRING MAIN POWER

Install new 3/0 copper wiring from the transformer to the new electrical meter and make all necessary connections. Install wire from the electrical meter to the new panel and make all necessary electrical connections.

FORM CONCRETE PADS /CONCRETE TOTAL (5)

Form concrete pads to specifications provided from Charge Point. Install customer supplied anchor bolts set in the concrete.

CONNECTIONS

Make all electrical connections necessary and test for proper power.

Electrical Work Total - \$24,686.78 1.0

Subtotal \$29,486.78

Tax (Tax 8.25%) \$2,432.66

Total \$31,919.44

All commercial estimates/quotes are valid for 15 days upon receipt.

All residential estimates/quotes are valid for 15 days upon receipt.

All completed work includes a standard 1-year parts and labor warranty on JSR Electrical Services supplied material unless otherwise noted. Warranty will be null and void if installed products are broken or damaged as a result of accident or lack of proper care.

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov TECL# 31774 Master TDLR# 181942