KENNEDALE
Economic Development
Corporation

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AGENDA

REGULAR MEETING | JUNE 25, 2024 AT 6:00 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE , KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

II. PUBLIC COMMENT

The Kennedale Economic Development Corporation Board of Directors welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale Economic Development Corporation Board of Directors cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale Economic Development Corporation Board of Directors, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Financial Reports for the Economic Development Corporation

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

C. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. May 28, 2024, Economic Development Corporation Minutes

D. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Discuss and take action on a Park Donation for Kennedale Community Theater in the Park.
2. Discuss and take action on an Economic Development Funding grant application as submitted by Mr. Wally's Pickles.
3. Discuss and take action on an Economic Development Funding grant application as submitted by Valentino's NY Pizza.

4. Discuss and take action on an Economic Development Funding grant application as submitted by Thrive Coffee.

5. Discuss and take action on an Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.

6. Discuss and take action on a purchase of Placer.ai Software.

7. Discuss and take action on the YMCA Lease Agreement for 205 W. Kennedale Parkway

8. Update and Discussion regarding the upcoming 2024-2025 Fiscal Year EDC Budget

IV. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale EDC determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale EDC will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

V. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

VI. ADJOURNMENT

B Taylor

Bobbie Jo Taylor
City Secretary

CERTIFICATION: I DO HEREBY CERTIFY THAT THE JUNE 25, 2024, KENNEDALE EDC AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

In compliance with the Americans with Disabilities Act (ADA), the City of Kennedale will provide for reasonable accommodations for persons attending meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meeting by calling 817-985-2104 or (TTY) 1-800-735-2989.

A quorum of The Kennedale City Council, the Kennedale Planning and Zoning Commission, Board of Adjustment, Keep Kennedale Beautiful Commission, Parks and Recreation Board, Building Board of Appeals, TownCenter Development District, or Tax Increment Reinvestment District may be present. No action will be taken by the above-listed boards.

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.A.

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY
In addition to any items below, the City of Kennedale and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

RECOMMENDATION

ATTACHMENTS

KENNEDALE Economic Development Corporation	**KENNEDALE** **ECONOMIC DEVELOPMENT CORPORATION** **MONTHLY FINANCIAL REPORT** **Month Ended May 31, 2024** **EXECUTIVE OVERVIEW**

TO	Members of the Economic Development Corporation Darrell Hull, Executive Director
FROM	Jon Horton, Treasurer
DATE	June 25, 2024
SUBJECT	Monthly Financial Report for April 2024

Below is an overview of the monthly financial results for the current fiscal year through May. Detail schedules for each fund are attached for your review.

Results through May represent 67% of the fiscal year.

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date $371,923; 60.6% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through May were 333,596; 54.4% of total receipts
- ◊ Rental fees for the Shopping Center year-to-date $220,544; 70.1% of total budget
- ◊ EDC Operations expenditures year-to-date $523,440; 73.3% of total budget; includes $19,969 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date $134,450; 39.7% of total budget
- ◊ Fund Balance year-to-date is $2,167,029; 556 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 478 days

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION
MONTHLY FINANCIAL REPORT
Month Ended May 31, 2024

EDC FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	**Actual for Year**	**Current Month**	**Year To Date**	**% Received/ Expended YTD**	**Approved Budget**	**Current Month**	**Year To Date**	**% Received/ Expended YTD**	**Remaining Budget**
EDC Fund (15)									
EDC Fund Revenues	$ 1,178,119	$ 89,015	$ 594,811	50.5%	$ 1,093,807	$ 102,207	$ 964,958	88.2%	$ 128,849
EDC Fund Expenditures									
Operations Expenditures	560,637	34,199	350,436	62.5%	714,406	40,884	523,440	73.3%	190,966
Debt Service Expenditures	301,233	5,117	282,292	93.7%	309,200	103,365	291,579	94.3%	17,621
Town Shopping Center Expenditures	73,091	2,028	50,222	68.7%	338,461	14,534	134,450	39.7%	204,011
Total EDC Fund Expenditures	934,961	41,344	682,950	73.0%	1,362,067	158,782	949,470	69.7%	412,597
Revenues Over (Under) Expenditures	**243,158**	**47,671**	**(88,139)**		**(268,260)**	**(56,575)**	**15,488**		
Transfers (Out)	(56,124)	(4,677)	(37,416)	66.7%	(61,520)	(5,127)	(41,013)	66.7%	(20,507)
Net Change in Fund Balance	**187,034**	**42,994**	**(125,555)**		**(329,780)**	**(61,702)**	**(25,525)**		
Beginning Fund Balance - October 1	**2,005,520**		**2,005,520**		**2,192,554**		**2,192,554**		
Ending Fund Balance - *year-to-date*	**$ 2,192,554**		**$ 1,879,965**		**$ 1,862,774**		**$ 2,167,029**		
Average Daily Annual Expenditures	**$ 2,715**				**$ 3,900**				
Days of Fund Balance	**807**		**692**		**478**		**556**		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	$ 4,350	$ 515	$ 2,148	49.4%	$ 2,800	$ 444	$ 3,656	130.6%	$ (856)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**4,350**	**515**	**2,148**		**2,800**	**444**	**3,656**		
Beginning Fund Balance - October 1	**126,575**		**126,575**		**130,925**		**130,925**		
Ending Fund Balance - *year-to-date*	**$ 130,925**		**$ 128,723**		**$ 133,725**		**$ 134,581**		

CONSENT AGENDA REPORT

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM C.1

SUBJECT
CONSENT AGENDA
These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. May 28, 2024, Economic Development Corporation Minutes

ORIGINATED BY
City Secretary

SUMMARY
The consent agenda requires little or no deliberation. The Council may choose to remove an item from the consent agenda listing to a discussion item.

RECOMMENDATION
Approval of the consent agenda.

ATTACHMENTS
5.28.24 Minutes

KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES

REGULAR MEETING | MAY 28, 2024 AT 6:00 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

President Mark Yeary called the meeting to order at 6:06 p.m.

A. ROLL CALL

PRESENT: Tyson Eubanks, Marcel Terry, Kenneth Michels, David Glover; ABSENT: Jerod Reeves

STAFF: *Executive Director Darrell Hull, City Secretary Bobbie Jo Taylor, Treasurer Jonathan Horton*

II. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale Economic Development Corporation Board of Directors, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Financial reports for the EDC

Treasurer Jonathan Horton gave an update on the financial reports for the EDC.

B. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITMES LISTED ON THE AGENDA.

None

C. CONSENT AGENDA

1. Approval of the minutes from the April 23, 2024 Regular Meeting.

PL 3 Michels motioned to approve the consent agenda.

PL 1 Eubanks seconded the motion.
No oppositions, No abstentions.
Vote: The motion to approve carried unanimously: 5-0

D. ITEMS FOR INDIVIDUAL CONSIDERATION OR DISCUSSION

1. Update and Discussion regarding the upcoming 2024-2025 Fiscal Year EDC Budget.

City Manager Hull opened the budget discussion for the upcoming 2024-2025 Fiscal Year. Mr. Hull requested that the EDC Board relay their vision and goals to him in order to bring back for review in June.

The Board discussed many projects to be included in the upcoming budget including additional funding for the 25th Annual Home Town Christmas, bridge repairs on Eden Rd., and signage updates throughout the city

2. Update regarding the Kennedale TownCenter.

The Economic Development Board received updates from the City Manager and from Mr. Craig Hughes on the status of the Dollar General Building. Mr. Hughes relayed to the Board that the construction of the building is slated to begin in approximately 45 days and will take an estimated 6 months to build completely.

City Manager Hull updated the Board on the status of the water fountain feature inside of TownCenter Park. Mr. Hull relayed that the fountain needs foundation and general maintenance repairs. Mr. Hull and the Board discussed options for the fountain which included removing the fountain and placing the eagle under the clock tower until a permanent place could be found for the eagle.

The Board also requested that the memorial bricks be returned to the families of those that are currently in the memorial portion of the park and that a new more professional and updated memorial be placed in the park for Veterans where the current Butterfly Garden is located.

IV. EXECUTIVE SESSION

The EDC Board of Directors adjourned into Executive Session at 7:12 p.m.

PURSUANT TO §551.087 — (1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision

205 W. Kennedale Parkway - Chamber of Commerce Building
Kennedale TownCenter Contract

V. RECONVENE INTO OPEN SESSION, AND TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED

The EDC Board of Directors reconvened into open session at 7:52 p.m.

President Yeary motioned to authorize the City Manager to enter into an agreement with Pecos Southwest Realty.

PL 7 seconded the motion.
No oppositions, No abstentions.
Vote: The motion to approve carried unanimously: 5-0

VI. ADJOURNMENT

PL 3 Michels motioned to adjourn the meeting.

PL 1 Glover seconded the motion.
No oppositions, No abstentions.
Vote: The motion to approve carried unanimously: 5-0

There being no further business President Yeary adjourned the meeting at 7:55 p.m.

APPROVED: ATTEST:

______________________________ ______________________________

PRESIDING OFFICER CITY SECRETARY

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.D.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.1.

SUBJECT
Discuss and take action on a Park Donation for Kennedale Community Theater in the Park.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Theatre in the Park	Theatre in the Park.pdf

City of Kennedale
Darryl Hull
405 Municipal Dr
Kennedale, TX 76060

March 14th, 2024

Dear Darryl,

We are writing to seek your support and partnership with the Kennedale Community Theatre in the Park (KCTP) for our 2024 season. The Theatre has an incredible schedule planned for this year, and we would love to include your business as one of our proud sponsors. We strongly believe that together, we can make a significant impact on our community.

The Kennedale Community Theatre in the Park was founded in 2019, and in 2023, we received our 501(c)(3) designation. KCTP exists to provide community service and educational opportunities to the citizens of Kennedale and the surrounding communities. KCTP seeks to achieve this by promoting the arts and providing opportunities for citizens and families to engage in live theatre, dance, music, and public speaking. KCTP aims to provide a safe place for people of all ages, faiths, and ethnicities to pursue their passions and give back to their community. KCTP is an all-volunteer organization that operates solely through financial contributions of our supporters and donors. In 2024, our operating budget is $10,000.

Today, we are reaching out to you to request your support for our upcoming season. In addition to several live performances, including Annie Jr., Spamalot, and Broadway Under the Stars, we will host our second youth summer camp, School House Rock Live! This two-week camp is geared to children in grades three through seven, and will allow participants to learn the process of putting a show on from start to finish, culminating in a live performance.

To take KCTP to the next level, we are seeking financial contributions, in-kind donations, and sponsorships. **Our most pressing financial need in the short term is sound. Labor and equipment rental for our upcoming show, Annie Jr., has been priced at $2,200, and total cost for sound for our entire 2024 season is currently estimated at $5,000.** Any amount that the City of Kennedale can provide toward this cost will be greatly appreciated. Your support will help ensure that our audience can hear every note and every line with perfect clarity, and that all the hard work put in by our younger actors translates to a performance that mom, dad, and the whole family can be proud of!

KCTP is proud to have been able to serve and entertain the Kennedale Community for the last 6 years, and we are excited to continue doing so for many years to come. Our Board is filled with Kennedale natives who are passionate about this little town, and we are always looking for new ways to expand our programs and support. With help from the City and corporate sponsors, we hope to be able to one day offer scholarships to local students, outreach to local nursing homes, and frequent events that will help drive foot traffic for our local businesses. With more funding, we know that KCTP can become an organization that changes lives in Kennedale!

We firmly believe that collaboration and partnership with the city are vital to achieving this vision. Your involvement will not only demonstrate your commitment to Kennedale Community Theatre in the Park, but it will also provide you with an opportunity to make a tangible difference in the lives of the Kennedale Community.

On behalf of Kennedale Community Theatre in the Park, we would like to express our heartfelt appreciation for your time, consideration, and potential support. We eagerly look forward to forging a new and lasting partnership that will bring the joy and laughter to our community that only live theatre can produce.

In gratitude,

Blake Stront

Blake Stroncek
Kennedale Community Theatre in the Park Board Member

KCTP Corporate Sponsorship Tiers

	**Spotlight** - All Patron perks - Guaranteed Priority Seating[1] for up to 4 people at every KCTP production - Vendor Status[2] at a KCTP production of your choice	**$ 1,000.00**
	**Patron** - All Friend perks - Company sign placed at entrance to production venue - Guaranteed Priority Seating for up to 4 people for a KCTP event of your choice - Framed & autographed photo of the cast from a KCTP production of your choice	**$ 500.00**
	**Friend** - Company logo on the KCTP website - Company advertisement on KCTP playbills - Your company will be announced with a special thanks before each show	**$ 250.00**

1. Priority Seating: best available seating or Sponsor's preferred seating location. Must be communicated with KCTP ahead of show so seating can be reserved.
2. Vendor Status: permission to have your product/services sold or advertised in person at a KCTP event.

Have another idea of how KCTP could help promote your business? Talk to us!

Two Ways to Give!

Corporate Donor

Tax-Deductible Giving

Corporate Donors receive limited promotion of their company, subject to IRS restrictions, but in return can claim their donation as a deduction on their company's tax return. All Corporate Donors will have the following information posted on the KCTP home page:

- Donor's company name & logo
- Donor's company contact info
- Link to home page of Donor's company website

Scan to donate

Corporate Sponsor

Paid Promotion

Corporate Sponsors have access to numerous avenues for promotion of their business, both on KCTP's website and in person at KCTP events, but cannot claim their payment as tax-deductible, since this goes against IRS regulations. Corporate Sponsors may receive many benefits, including:

- Ad space in KCTP playbills & on KCTP website
- Opportunities to become a vendor for select KCTP events
- And MUCH much more!

Scan to pay

Flip the page for more detailed information on how KCTP can support YOUR business!

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.2.

SUBJECT
Discuss and take action on an Economic Development Funding grant application as submitted by Mr. Wally's Pickles.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Mr. Wally's Pickles Grant Application	Mr. Wally's Pickles Grant Application.pdf

City of
KENNEDALE
Texas
EST. 1887

ECONOMIC DEVELOPMENT CORPORATION

APPLICATION FOR GRANT OF ECONOMIC DEVELOPMENT FUNDS

Full legal name of Applicant: Ruth Hernandez

Business Address: 201 W. Kennedale Pkwy #620, Kennedale, TX 76060

Name & title of person authorized to sign on behalf of Applicant: owner

Amount of KEDC funds requested: $ 24517.42

Proposed use of the KEDC funds: upgrades, implement new program

If yes, what is the address of property Applicant is seeking to acquire?: ______

Is Applicant seeking to relocate to the City of Kennedale?: ☐ YES ☑ NO

Is Applicant seeking to expand an existing facility in the City of Kennedale?: ☐ YES ☑ NO

If yes, what is the square footage of the existing facility and what is the square footage of the proposed expansion?: ______

If yes, what is the approximate cost of the proposed expansion?: $ ______

Is Applicant seeking to construct a new facility in the City of Kennedale?: ☐ YES ☑ NO

If yes, what is the proposed square footage of the facility to be constructed?: ______

If yes, what is the approximate cost of the proposed construction?: ______

Does Applicant currently own title to the property which will benefit from the expenditure of KEDC funds?: ☐ YES ☑ NO

If no, does the Applicant have a contract pending to purchase the property?: ☐ YES ☑ NO

If yes, what is the closing date of the purchase contract? ______

If Applicant's request for KEDC funds is granted, what is the total amount of capital expenditures Applicant intends to make (including the cost of equipment to be located on the property) with respect to Applicant's proposed relocation or construction?: $ n/a

Will the expenditure of KEDC funds result in the creation or retention of "primary jobs" as such term is defined in Section 501.002(12) of the Texas Local Government Code?: ☐ YES ☒ NO

If yes, how many primary jobs will be created or retained within the next five years? Ø

If yes, which of the following types of facilities will the requested KEDC funds be used to help develop, retain or expand? (Check all that apply):

- [x] manufacturing ~~and industrial~~
- [ ] distribution centers
- [ ] research and development
- [ ] recycling
- [ ] military
- [ ] regional or national corporate headquarters
- [ ] small warehouse
- [ ] other related improvements: ________________

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure be used to construct public infrastructure necessary to promote or develop a new or expanding business?: [ ] YES [x] NO

If yes, which of the following types of infrastructure will the grant of KEDC funds be used to construct? (check all that apply):

- [ ] streets and roads
- [ ] drainage
- [ ] rail spurs
- [ ] site improvements
- [ ] water and sewer utilities
- [ ] telecommunications
- [ ] electric utilities
- [ ] internet improvements
- [ ] gas utilities
- [ ] other related improvements: ________________

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure result in Applicant's hiring of additional full-time employees?: [x] YES [ ] NO

If yes, how many additional full-time employees will be hired within the next five years?: 2

Will the expenditure of KEDC funds be used for job training as provided in Sections 501.102 and 501.162 of the Texas Local Government Code?: [ ] YES [ ] NO

Will the expenditure of KEDC funds be used to undertake a project the primary purpose of which is to provide any of the following: (1) a transportation facility; (2) a solid waste disposal facility; (3) a sewage facility; (4) a facility for furnishing water to the general public; or (5) an air or water pollution control facility?: [ ] YES [x] NO

If yes, will the facility benefit a property acquired for a project that has another primary purpose?: [ ] YES [ ] NO

NOTICE: In the event the Board determines that Applicant is eligible for a grant of KEDC funds, Applicant will be required to sign a performance agreement meeting the requirements of Section 501.158 of the Texas Local Government Code. The performance agreement is subject to the approval of both the KEDC Board and the Kennedale City Council. By signing this application, you acknowledge and represent that all of the answers and information provided in this application are true and correct.

TO THIS APPLICATION - PLEASE ATTACH:

1. PHOTOS OF EXISTING PROPERTY INTENDED FOR UPGRADING AND/OR DEVELOPMENT,
2. A WRITTEN PROJECT IMPROVEMENT/DEVELOPMENT DESCRIPTION,
3. PLANS AND DRAWINGS OF THE PROPOSED UNDERTAKING, AND
4. AN ITEMIZED COST SPREADSHEET BACKED BY WRITTEN QUOTES SUBMITTED BY CONTRACTORS/VENDORS/SUPPLIERS.

Signature: R Fernandez **Date:** 6/17/2024

City of
KENNEDALE
Texas
EST. 1887

ECONOMIC DEVELOPMENT CORPORATION

Mr Wally's Pickles
201 W Kennedale Parkway #620
Kennedale, Texas 76060
(210)639-6995

June 14, 2024

Mr Wally's Pickles is applying for the EDC grant to make some changes to our business. We moved into space in September 2022, and opened to the public in October, 2022. Our brick and mortar has been in operation for nearly two years and we are trying to bring new business into Kennedale with our small batch artisan pickles. We have made a few changes to the store and would like to access the grant to make a few more to complete our small town feel.

With the help of the grant, we would like to:

I. Purchase some new equipment

   A. New Commercial Refrigerator- For the past two years, we have used a home refrigerator, and it has limited us to the quantity we are able to make every week. With a large commercial refrigerator, we could pick up larger quantities once a week. This would allow us to save time and money. (buy larger quantities for less and make fewer trips to the market-saving time and gas)
   B. Some New food grade tables/ stools
      1. We would like to bring some individuals into the community with canning classes. We will offer 1-2 classes a month. The classes will be in a social atmosphere where the participants will have an opportunity to make salsas, butters, jellies and pickles. The classes will offer a variety of products and opportunities to increase sales with add-ons (aprons, t-shirts, canning supplies, snacks and drinks...all items that generate taxable revenue.)
      2. Upgrade equipment

   C. New stainless steel pots and some new Cambros for food storage.
   D. Vegetable Slicer- currently, we are slicing every cucumber one at a

time by hand. The vegetable slicer cuts an entire cucumber into slices With one cut.

II. Purchase supplies

A. Jars- we have spent two years looking for the perfect jar at the perfect price. We have settled on the 16 oz, and 32 oz jar with the lid and ring jar top. If we buy them in small quantities, they are more expensive. We would like to buy them by the pallet. With your help, we could purchase 3 pallets (528 cases pints) $0.70/jar and lid, and (320 cases quarts) $0.84/jar and lid. An amazing savings that would assist us in growing immensely.
B. Labels- as we grow and take our products to other stores, it is more professional to have a new shiny label that is waterproof and has our logo in color.
C. Boxes- we are offering gift boxes in the store and online and we are ordering boxes that hold 3 pints for holiday markets.
D. Produce-(one month supply) Cucumbers, Carrots, Beets, Jalapenos, Red Bell Pepper, Onions, Okra, Garlic, etc

III. Decor

A. As we make the changes in the back, we are also working to make the changes in the storefront as well. We want to encourage more people outside of the immediate community to visit Kennedale so we are making our store into a hometown market. We are decorating to create a market that is a "country store," with old time barrels, wooden shelves and hutches. With the new look comes new merchandise. The store will continue to sell small batch artisan pickles, but also we will have pickle merchandise (tshirts, socks, candles, pickle toys, pickle flavored treats, as well as gift bags and boxes-all taxable items to generate more revenue).

B. Some merchandise- small business to small business purchases. Michael (Mr Wally) makes tshirts, key rings and other small leather items, but some other things need to be purchased wholesale for resale.

IV. Lease assistance

Over the next few months, as we make some upgrades and changes, we will definitely need to hire 2 new employees to assist with the production. With new employees, comes transition and training time. It would be especially helpful if you could assist with the lease for three months while we take time to train new employees.

*Once all these new changes are in place, we will be advertising on the radio, and in social media accounts. We will continue to share our products with the public at Farmers Markets, Craft Shows and Trade Days. Although we have been in Kennedale for nearly two years, very few of our retail customers are local. People are coming from Granbury, Weatherford, Cleburne, Arlington and Mansfield to shop with us. If we can make these few changes, we will bring in shoppers from a little farther away. The desire to "can" is very real and we are prepared to make this a real experience for many people. We will offer the classes twice a month on Saturday late morning. The event could potentially bring shoppers to our "small town" center to shop locally. With planning, we could schedule this event once a month that the town center is already doing something and then once a month during the week...

Monetary Request Breakdown

I. New Equipment
   A. 3 door commercial refrigerator- $3649, member discount **$3499**
   B. Food Grade Tables(6)/stools(8)-$109.99 (x6) $59.99(x8) **$1359.84**
   C. 20 Qt Heavy Duty Stock Pot with cover (4)/Cambros (4) **$257.08**
   D. 501N Redco Onion King ¼" Slicer **$461.10**

II. Supplies
   A. Jars
      1. Pints (lots of 132) X4 **$4329.60**
      2. Quarts (lots of 80)X2 **$1596.80**
   B. Labels **$1250**
   C. Gift Boxes (500 @ $1.68/each) **$840**
   D. Produce (variable prices but currently)
      1. Cucumbers (600#/week X4 weeks) **$2600**
      2. Carrots (100#) **$68**
      3. Beets (18 cases@ 23.50/case) **$423**
      4. Jalapenos (4 cases @ $35/case) **$140**
      5. Okra (20 cases @ $18/case) **$360**
      6. Garlic (5 cases @$72/case) **$360**

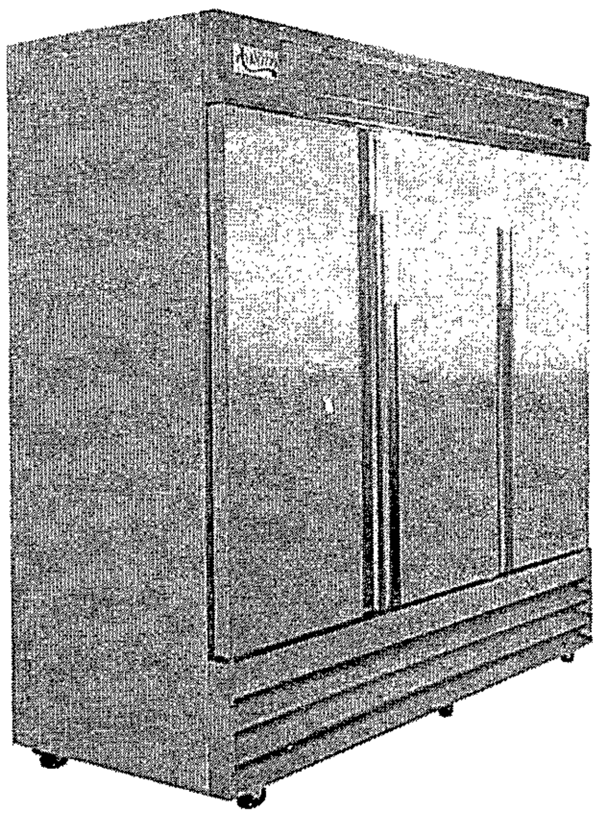
III. Decor
   A. HomeTown Market
      1. Barrels (x2)- they can be utilized to make fermented pickles/sauerkraut **$400**
      2. Hutches (X2) Facebook Marketplace (old/vintage is best) **$200**
      3. Wooden Bar Facebook Marketplace **$200**
      4. Shelving (Rustic Pipes/wood) **$400**
   B. Merchandise
      Pickle Forks, Some leather key rings, gift bags, leather bracelets, Tshirts, baby onesies, etc. (Mr Wally makes several of these items. We just need raw materials to make them) **$500**

IV. Lease Assistance
Current lease is $1761.33/ month $**5284**

Total requested $ 24,517.42

Avantco SS-3R-HC 81 5/16" Stainless Steel Solid Door Reach-In Refrigerator

Item #: 178SS3RHC



Free Shipping

Regularly	Member Discount
$3,649.00/Each	**$3,499.00**/Each

or payments as low as **$324.21**/month **Prequalify >**

Credit Key

Ships free with

What We Offer

Protect Your Product
Coverage starting at $109.49

Add Protection

1

Add to Cart

Earn up to **$109.47 back** (10,947 points)
with a Webstaurant Rewards Visa® Credit Card

Wish List

Rapid Reorder

Installation Services

Check if installation is currently available for your area. **Enter ZIP Code >**

Menu

0

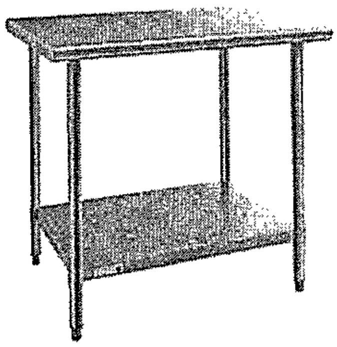
What are you looking for?

plus Unlock FREE Shipping! >   Earn 3% Back >

‹ Stainless Steel Work Tables with Undershelf

Steelton 30" x 36" 18 Gauge 430 Stainless Steel Work Table with Undershelf

Item #: 522ETSG3036



Only

$109.99/Each

Ships free with

1 Add to Cart

Wish List

Rapid Reorder

Customers Also Viewed

Regency 30" x 36" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf

plus

$149.99/Each

1 Add to Cart

Other Available Sizes:

36"

Menu 0

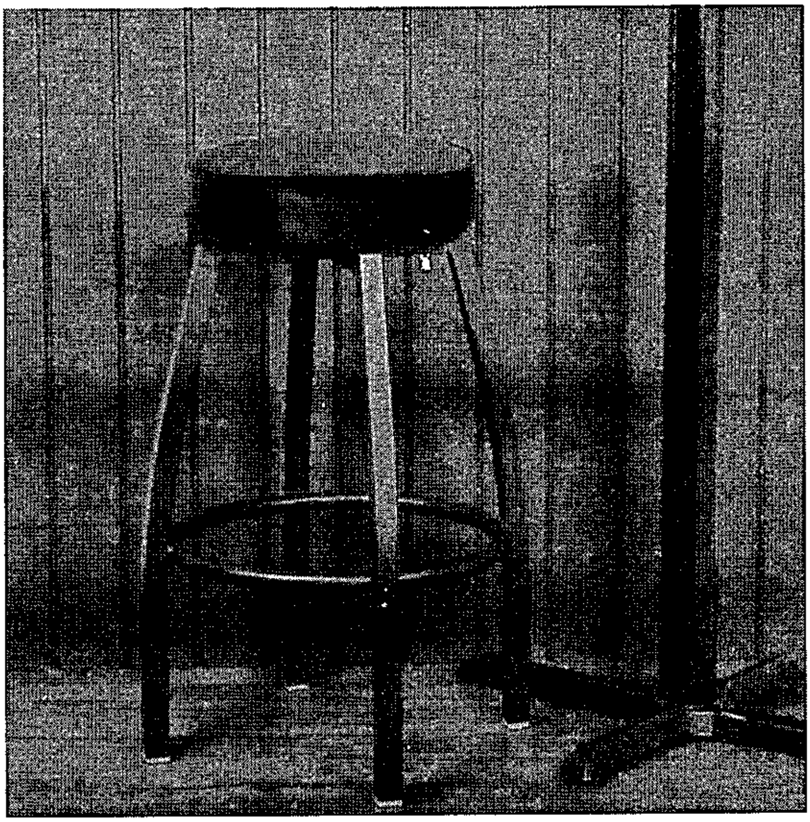
What are you looking for?

Unlock FREE Shipping! > Earn 3% Back* >

< Restaurant Bar Stools

Lancaster Table & Seating Black Swivel Backless Bar Stool with Black Vinyl Seat

Item #: 164STLBSWVBK



Only

$59.99/Each

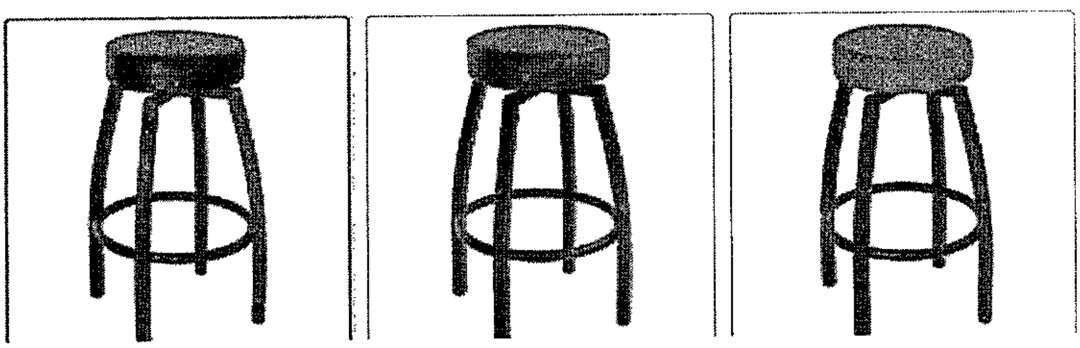
Discounted shipping with

1 Add to Cart

Wish List

Rapid Reorder

Other Available Colors:



Quick Shipping
Usually ships in **1 business day**

Product Overview

- Durable steel frame with stylish black powder coated finish
- Built-in footrest for exceptional comfort
- Plastic glides protect floors from scratches and scuffs
- 3 1/2" thick black vinyl padded cushion is easy to clean
- Swivel design allows guests to easily socialize

UPC Code: 400012914904

LANCASTER™

TABLE & SEATING

View all Lancaster Table & Seating Restaurant Bar Stools

Items You Might Like

Lancaster Table & Seating Clear Coat Swivel Backless
$59.99/Each
1 Add to Cart

Lancaster Table & Seating Sofia Vintage Finish
$129.99/Each
1 Add to Cart

Lancaster Table & Seating Black Vinyl Double Ring Swivel
$49.99/Each
1 Add to Cart

Lancaster Table & Seating Alloy Series Onyx Black
$44.99/Each
1 Add to Cart

Lancaster Table & Seating Alloy Series Onyx Black
$41.99/Each
1 Add to Cart

Seat your guests in comfort and style with this Lancaster Table & Seating black swivel backless bar stool with black vinyl padded seat.

This bar stool's sleek padded seat combines with its contemporary steel frame to instill a modern look in any location. This stool is perfect for both bar and raised table seating and will provide unmatched comfort while maintaining a distinct appearance. Its reliable design ensures you'll be using this bar stool in your bar, game room, or club for years to come.

Menu 0

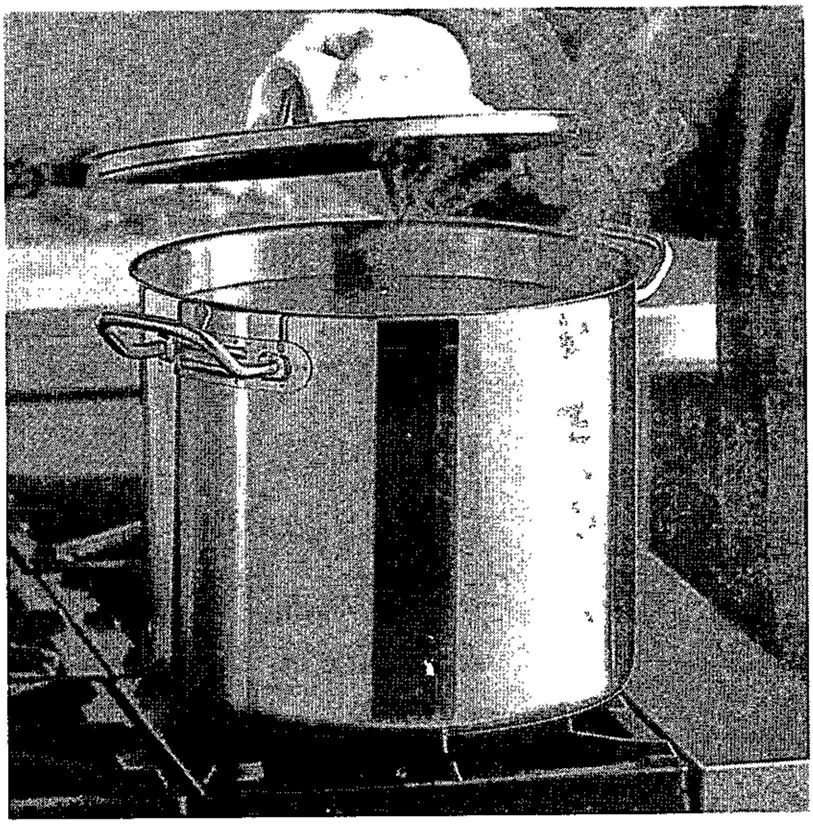
What are you looking for?

Unlock FREE Shipping! > Earn 3% Back* >

< Stock Pots & Accessories

Vigor SS1 Series 20 Qt. Heavy-Duty Stainless Steel Aluminum-Clad Stock Pot with Cover

Item #: 473SSPOT20



Regularly:

$55.99/Each

Ships free with

Lots of 4:	$52.78/Each

1 Add to Cart

Wish List

Rapid Reorder

Other Available Sizes:

20 qt.

6.5 qt.

8 qt.

12 qt.

16 qt.

24 qt.

32 qt.

Quick Shipping
Usually ships in **1 business day**

Product Overview

- Constructed of durable 20 gauge stainless steel, withstanding the rigors of everyday use
- Features a 4 mm thick aluminum-clad bottom for maximum heat distribution, preventing hot spots
- Smooth, non-reactive stainless steel interior promotes flavor neutrality
- Welded-on handles allow for effortless transport in busy commercial kitchens
- Included cover helps retain heat and moisture to maximize flavors and prevent spills

UPC Code: 400016590739

VIGOR®

View all Vigor Stock Pots & Accessories

Works With

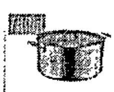
Vigor SS1 Series 12 3/8" Stainless Steel Replacement Lid
$11.49/Each
1 Add to Cart

Items You Might Like

Bon Chef 60003 Cucina 7 Qt. Stainless Steel
$109.99/Each
1 Add to Cart

Choice 16 Qt. Standard Weight Aluminum Stock
$32.49/Each
1 Add to Cart

Choice 20 Qt. Heavy Weight Aluminum Stock
$49.99/Each
1 Add to Cart



Vigor SS3 Series 20 Qt. Tri-Ply Stainless Steel
$129.99/Each
1 Add to Cart

Choice 8-Piece Standard Weight Aluminum Stock
$119.99/Each
1 Add to Cart

Prepare stocks, soups, and more with this Vigor SS1 Series 20 qt. heavy-duty stainless steel aluminum-clad stock pot with cover.

Menu 0

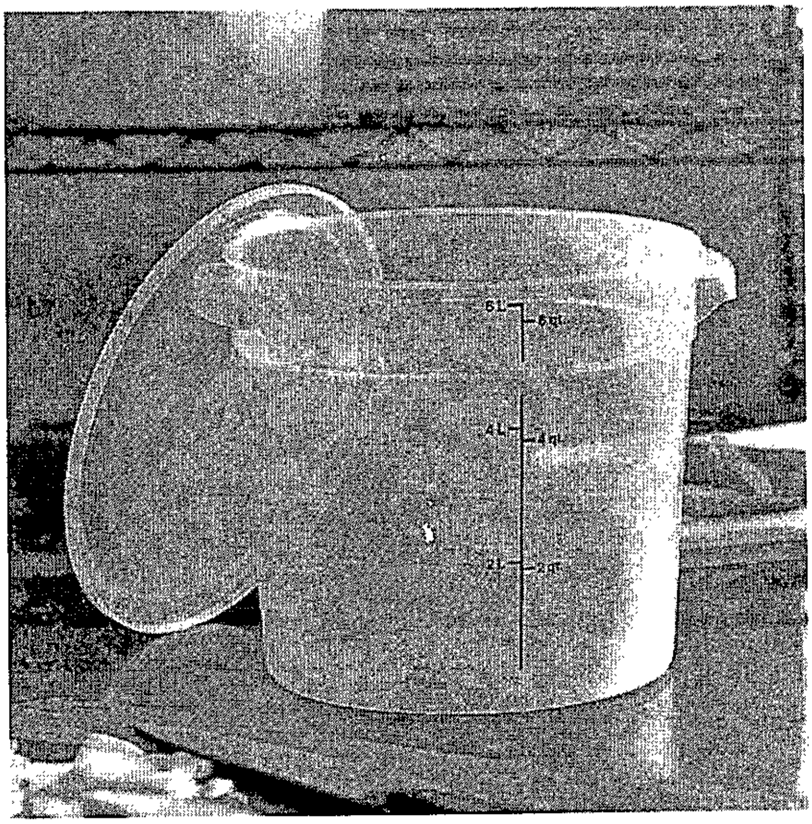
What are you looking for?

plus Unlock FREE Shipping! > Earn 3% Back* >

< Food Storage Containers

Cambro 6 Qt. Translucent Round Polypropylene Food Storage Container and Lid - 2/Pack

Item #: 214RFSPPSW21 MFR #: RFS6PPSW2190



Each only

$11.49/Pack

Ships free with

1 Add to Cart

Wish List

Rapid Reorder

Other Available Sizes:

6 qt. ✔
1 qt.
2 qt.
4 qt.
8 qt.

Quick Shipping
Usually ships in **1 business day**

Product Overview

Menu 0

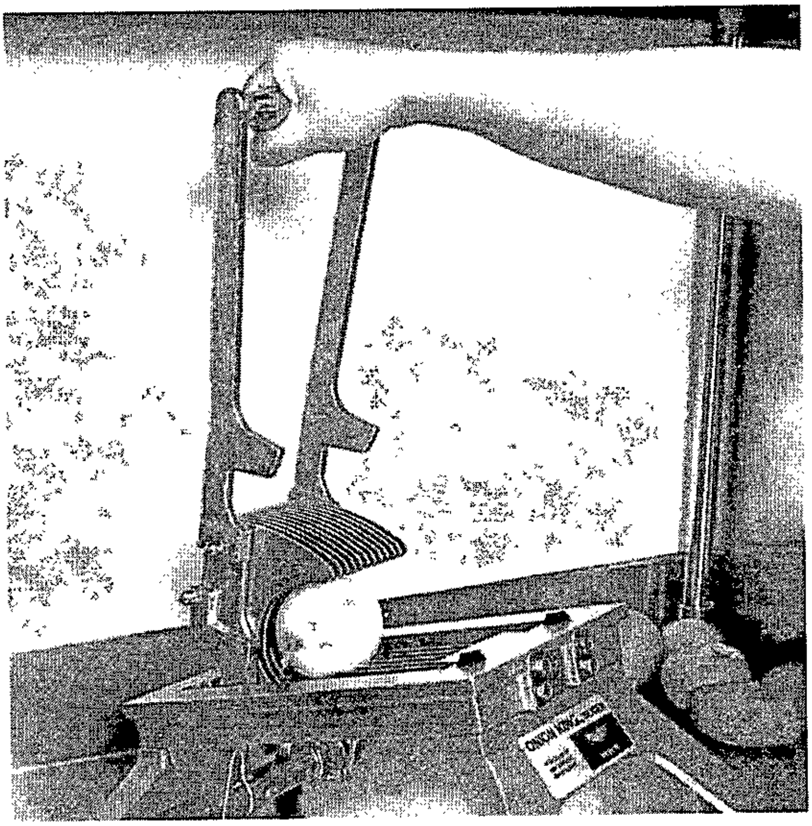
What are you looking for?

Unlock FREE Shipping! > Earn 3% Back* >

< Cutters and Slicers

Vollrath 501N Redco Onion King 1/4" Onion Slicer - 11 Blades

Item #: 922501N MFR #: 501N



$461.10/Each

Ships free with

Login or enter your email to be instantly sent the price!

Email Address | Send

Why do we do this?

Start a Live Chat with a Customer Service rep to receive the price!

Mon - Thur: 5am - 12am EST

Fri: 5am - 8pm EST

Sat & Sun: 9am - 4pm EST.

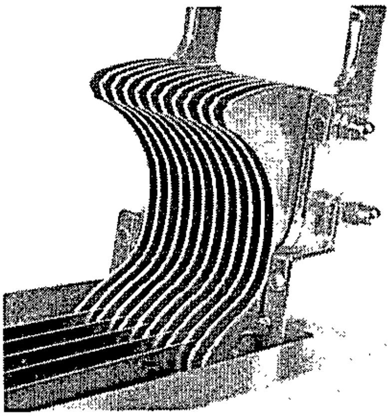
1 Add to Cart

Earn up to $13.83 back (1,383 points) with a Webstaurant Rewards Visa® Credit Card

Wish List | Rapid Reorder

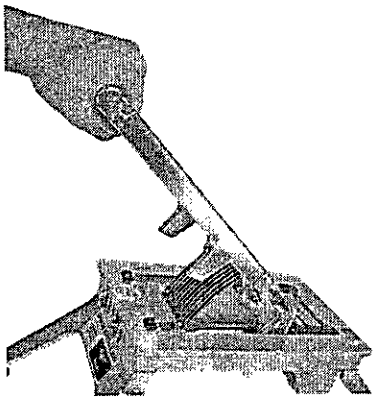
Quick Shipping

Usually ships in **1 business day**



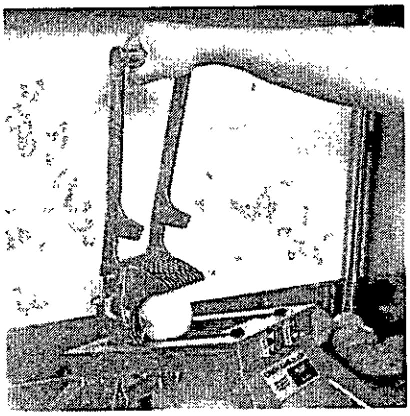
Consistent Cuts

This onion slicer uses 11 thin, sharp blades to cut through an onion in one swift stroke for fast and easy use, and it consistently produces slices of the same size. Consistent ingredients means aesthetically appealing dishes!



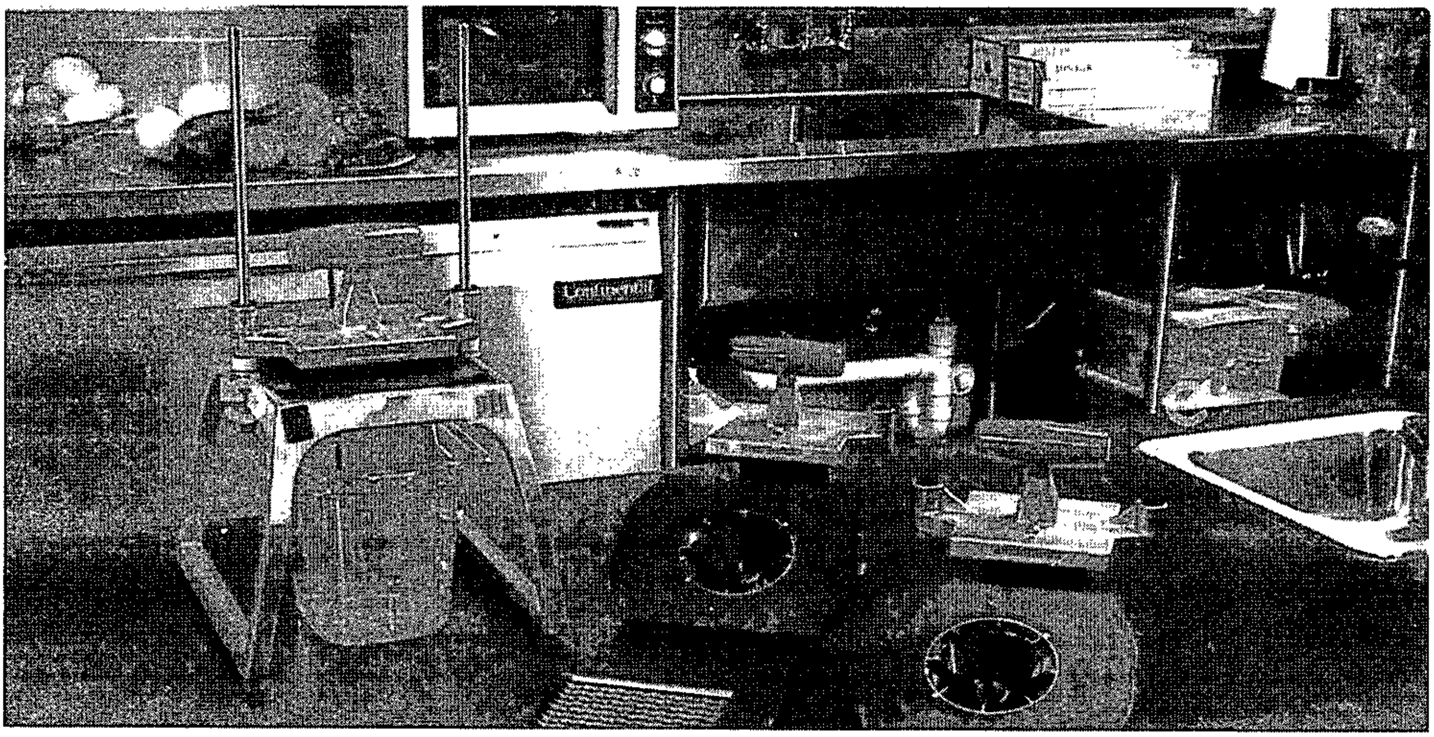
Versatile Design

Don't just pull this unit out for onions! Thanks to its versatile design, this onion slicer can also cut other vegetables like potatoes and lemons without bruising or crushing them.



Easy to Use

The slicer features a large, easy-to-use lever. Once the onion or other vegetable is placed on the platform, lower the lever and watch as the blades slice right through the food. After pushing the blades through the produce, lift the lever back up, raising the blades. Then continue preparing the rest of the ingredients!



Vollrath Redco Manual Food Processors

Check out this video and learn about all the great products offered to you from Vollrath! From manual food processors Instablooms and lettuce wedgers, there's a product for any industry in the restaurant business.

More Video Resources >

Transcript | Embed

Welcome to Vollrath University. I'm Chef Rich, and we're here today to talk to you about the Vollrath line of manual food processors. The Redco line of food processors can handle a wide variety of tasks in the kitchen: fruit, vegetable, and other types of prep as well. The reasons that we like manual food processors: speed- up to over ten times faster than traditional methods. Labor costs- many times if you're using less skilled labor or even if you have an operation that uses high school labor, they can use the manual processors versus powered food processors. We like them because we have higher quality. Preparing something fresh at the time you're going to use it is always going to be better than buying something that's been prepared off-site in another facility, and consistency. I think that's probably one of the most important things about the manual processors. No matter who prepares the fruit or the vegetable, or other products that you're using, they're always going to look the same. And consistency and any of those products just helps an operation achieve those results that they want to achieve each and every time. The InstaBloom II blooming onion machine. Notice the redesign on this is much safer and easier to use. Competitive designs, the blade assembly can fall on your hands when using it; whereas, the Redco design now has it spring-loaded so it always returns the blades to the top position.

Compare to Other Products

	
ITEM #: 922501N	ITEM # 333ARC125
Vollrath 501N Redco Onion King 1/4" Onion Slicer - 11 Blades	Edlund ARC-125 ARC! Manual Fruit and Vegetable Slicer with 1/4" Blades
plus	plus
$461.10/Each	$859.00/Each
Metal	Stainless Steel
1/4 Inch	1/4 Inch

Menu 0

What are you looking for?

plus Unlock FREE Shipping! › Earn 3% Back* ›

‹ Canning Jars and Accessories

Choice 16 oz. Pint Regular Mouth Glass Canning / Mason Jar with Silver Metal Lid and Band - 12/Pack

Item #: 40716OZREGCJ

Quantity Discounts

Buy 1 - 4

$9.49/Pack

Ships free with

5 - 131	$8.99/Pack
Lots of 132:	$8.20/Pack

Auto Reorder
Get 25% off shipping every time this item ships automatically. Sign In

1 Add to Cart

Wish List | Rapid Reorder

Other Available Sizes:

Menu

What are you looking for?

Unlock FREE Shipping! > Earn 3% Back >

< Canning Jars and Accessories

Choice 32 oz. Quart Regular Mouth Glass Canning / Mason Jar with Silver Metal Lid and Band - 12/Pack

Item #: 407REG32OZJAR

Buy 1 - 4

$11.49/Pack

Ships free with

5 - 79	$10.46/Pack
Lots of 80:	$9.98/Pack

Auto Reorder
Get 25% off shipping every time this item ships automatically.

Sign In

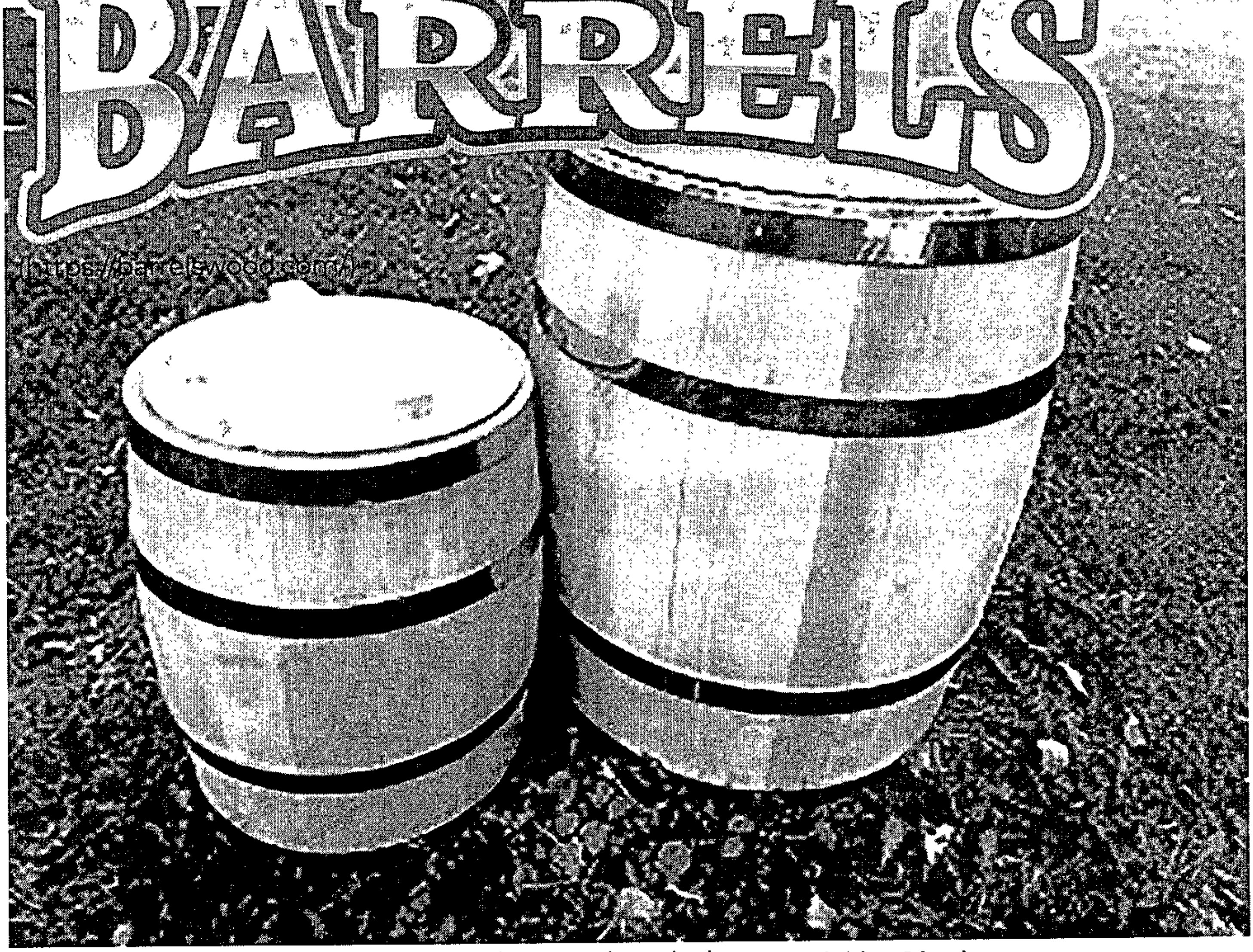
1 Add to Cart

Wish List

Rapid Reorder

Other Available Sizes:

(https://barrelswood.com/)



(https://barrelswood.com/wp-content/uploads/2021/10/50L17S-pickles-1.jpg)

Sergio
Sales manager

BUY NOW

(https://barrelswood.com/wp-content/uploads/2021/10/50L3S-1.jpg)

(https://barrelswood.com/)

GTIN: N/A

Categories:

20L / 5.2 gal (https://barrelswood.com/product-category/big-oak-barrels/20l-5-2-gal/) ,

Catalogue Oak Barrels (https://barrelswood.com/product-category/catalogue-oak-barrels/),

Pickle Barrels (https://barrelswood.com/product-category/buy-oak-barrels/pickle-barrels/)

ADDITIONAL INFORMATION

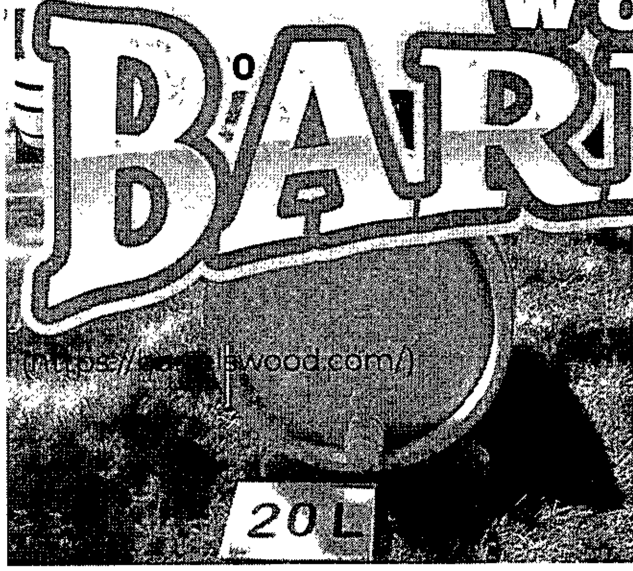
Weight	*8 kg*
Dimensions	*30 × 32 × 39 cm*

REVIEWS (1)

RELATED PRODUCTS

WOOD BARRELS

(https://barrelswood.com/)



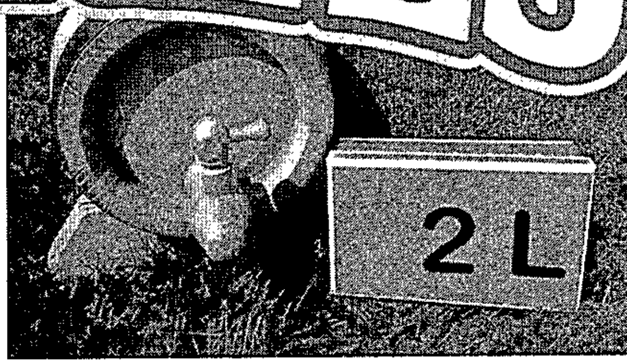
(https://barrelswood.com/product/oak-barrel-20l/)

Add to cart (?add-to-cart=9455)

Oak barrel 20L (https://barrelswood.co...

215.00$

★★★★★ (4)



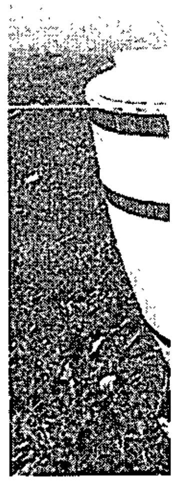
(https://barrelswood.com/product/oak-barrel-2l/)

Add to cart (?add-to-cart=9477)

Oak barrel 2L (https://barrelswood.co...

78.00$

★★★★★ (0)



(https://ba

Add

Pickle Oak

DEPARTMENT

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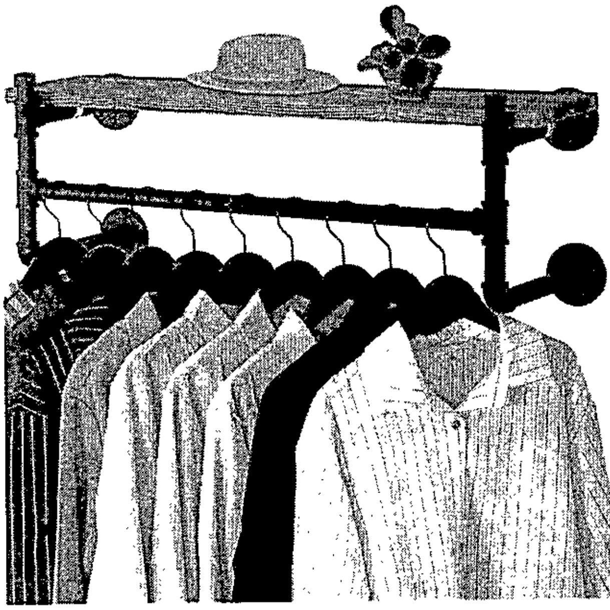
Sergio

Sales manager

BUY NOW

Login (https://barrelswood.com/r



Click image to open expanded view

2 VIDEOS

WEBI Wall Mounted Clothes Rack with Shelf,32" Industrial Pipe Clothing Rack with Shelves,Heavy Duty Iron Garment Rack Bar,Retail Display Clothes Rod for Clothes,Laundry Room,Black

Visit the WEBI Store

4.1 55 ratings

50+ bought in past month

$59.99

FREE Returns

Get $10 off instantly: Pay $49.99 ~~$59.99~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Color: **Black**

Size: **32 Inch**

24 Inch | **32 Inch** | 41.3 Inch $69.99

Brand	WEBI
Color	Black
Material	Iron
Recommended Uses For Product	Garment
Product Dimensions	9.45"D x 32"W x 12"H

About this item

- Please refer to the video of install instruction in main image block.32"(W) x 12"(H) x 9.45"(D). Hanging rod length:29.7 inch.Wood shelf size:32"(L) x 7.9"(W).Total length from mounting face to hanging rod:9.45 inch,the wall mounted clothing rack offers enough space for most clothes/hangers.As the product is heavy, please install this rack on solid wall(brick wall/concrete wall/wood wall),we don't advise to mount this rack on drywall.
- 【Solid Wood Plank】:Unlike others' wood planks were spliced with nails,our solid wood plank is more sturdy and substantial.Wood shelf size:32"(L) x 7.9"(W) Thickness:20 mm.Heavy duty wall mount Clothes Rack with shelf for hanging clothes.
- 【Substantial】:Unlike standing racks would collapse under heavy clothes,our industrial pipe

Buy new:

$59.99

FREE Returns

FREE delivery **Sunday, June 23**

Or fastest delivery **Thursday, June 20**. Order within 16 hrs 4 mins

Delivering to Arlington 76010 - Update location

Only 19 left in stock - order soon.

Quantity: 1

Add to Cart

Buy Now

Ships from	Amazon
Sold by	WEBI
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt
Payment	Secure transaction

See more

☐ Add a gift receipt for easy returns

Save with Used - Like New

$54.30

FREE delivery **Sunday, June 23**

Ships from: Amazon
Sold by: Amazon Warehouse

Add to List

Other sellers on Amazon

New & Used (2) from $54.30 & **FREE Shipping.**

Delivering to Arlington 76010
Update location

Tools & Home Improvement

pipe shelf kit

EN

Hello, sign in
Account & Lists

Returns
& Orders

0

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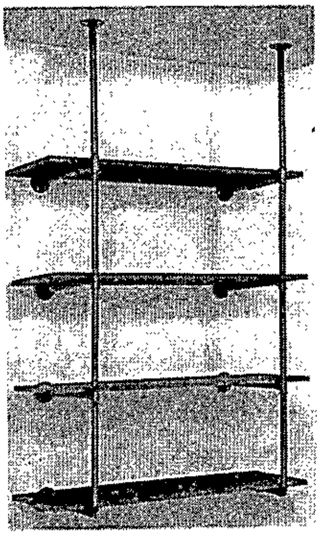
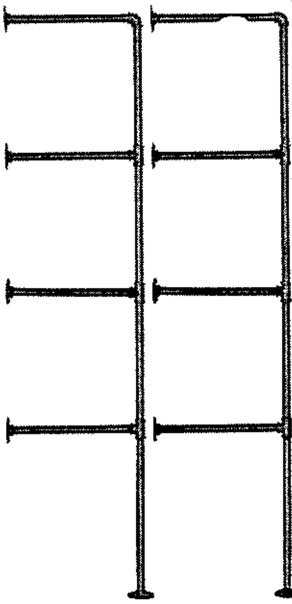
Tools & Home Improvement | Best Sellers | Deals & Savings | Gift Ideas | Power & Hand Tools | Lighting & Ceiling Fans | Kitchen & Bath Fixtures | Smart Home | Shop by Room

‹ Back to results





Roll over image to zoom in

LIANTRAL Industrial Wall Mount Iron Pipe Shelf, DIY Open Bookshelf, Retro Storage Shelves Pipe Shelving Hung Bracket (4 Tier X2, Black)

Visit the LIANTRAL Store

4.4 718 ratings

50+ bought in past month

$52.99

FREE Returns

Join Prime to buy this item at $39.74

Get $10 off instantly: Pay $42.99 ~~$52.99~~ upon approval for the Amazon Store Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Size: **4-tier**

3-tier | **4-tier**

Style: **wall mount&floor mount**

wall mount&floor mount | wall mount

Room Type	Office, Garage
Number of Shelves	4
Special Feature	Sturdy
Product Dimensions	12.2"D x 2.5"W x 55.1"H

See more

Material Iron

Mounting Type Wall Mount

Shelf Type Tiered Shelf

Shape Trapezoid

About this item

- 【Industrial Design】 This pipe shelves is designed with industrial-looking, blend the industrial aesthetic in any home, office, bar, or cafe, it is beautiful and practical, give a touch of fashion and win eyes catching easily.
- 【DIY Iron Pipe Shelf】 Overall Dimensions of the pipe shelf is 55.1"H x 12.2"L; Height between shelves is 12.2". the storage shelf can be attached to ground or ceiling, you can freely DIY it according to your needs, customize a long board to get more organization space(WOOD SHELF NOT INCLUDED).

prime

Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows with Prime

Try Prime and start saving today with **fast, free delivery**

Buy new:

$52.99

FREE Returns

FREE delivery **Sunday, June 23**

Or fastest delivery **Wednesday, June 19**. Order within 16 hrs 2 mins

Delivering to Arlington 76010 - Update location

In Stock

Quantity: 4

Add to Cart

Buy Now

Ships from	Amazon
Sold by	LIANTRAL Direct
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt
Packaging	Ships in product packaging

See more

☐ Add a gift receipt for easy returns

Save with Used - Very Good

$41.99

FREE delivery **Sunday, June 23**

Ships from: Amazon
Sold by: LIANTRAL Direct

Add to List

Other sellers on Amazon

New & Used (4) from $41.99 & **FREE Shipping.**

STANDARD FORM
RETAIL BUILDING LEASE

1. **Basic Terms**. This **Section 1** contains the Basic Terms of this Lease between Landlord and Tenant, named below. Other Sections of the Lease referred to in this **Section 1** explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1. Effective Date of Lease: September 1, 2022

1.2. Landlord: Kennedale Development Partners Series, LLC – Building 6 Series II

1.3. Tenant: Mike and Angie Hernandez d/b/a Mr. Walley's Pickles

1.4. Building: The building consisting of approximately 6,600 rentable square feet (the "**Building**") located at 201 W Kennedale Parkway, Building 6, Kennedale, Texas 76060 together with the parcel of land on which the Building is located as more particularly described on **Exhibit A-1.**

1.5. Premises: The premises consisting of approximately 1,321 rentable square feet (the "**Premises**") located within the Building known as Suite 620. The Premises are depicted on **Exhibit A-2.**

1.6. Lease Term: The period comprising Sixty-Three (63) months ("**Term**") commencing on September 1, 2022, ("**Commencement Date**"), and ending at 11:59 p.m. on November 30, 2027 ("**Expiration Date**").

1.7. Permitted Uses: (See **Section 4.1**) Food preparation, retail sales and related activities.

1.8. Tenant's Guarantor: Mike and Angie Hernandez

1.9. Brokers:

(A) Tenant's Broker: N/A.

(B) Landlord's Broker: Craig Hughes, Hughes Commercial Real Estate and Development, LLC

1.10. Security/Damage Deposit: $5,000.00.

1.11. Tenant's Proportionate Share of Operating Expenses and Taxes: 20.0152% of the Building (1,321 SF Premises divided by 6,600 SF Building). The initial estimate for Tenant's Proportionate Share of Operating Expenses and Taxes is $6.00 PSF or $660.50 per month.

1.12. Exhibits to Lease: The following exhibits are attached to and made a part of this Lease.

A-1 (Legal Description)

A-2 (Site Plan - Premises)

B (Broom Clean and Repair Requirements)

C (Work Agreement)

2. **LEASE OF PREMISES; RENT**.

2.1. **Lease of Premises for Lease Term**. Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. **Types of Rental Payments**. Tenant shall pay net base rent to Landlord in monthly installments, in advance, commencing on the Commencement Date and on the first day of each and every calendar month during the remainder of the Term of this Lease (the "**Base Rent**") in the amounts and for the periods as set forth below:

Rental Payments

Lease Period	Base Rent PSF	Monthly Base Rent
Months 01-03 09/01/21 – 11/30/22	$0.00	$0.00 (*)
Months 04-15 12/01/22 – 11/30/23	$15.00	$1,651.25
Months 16-27 12/01/23 – 11/30/24	$16.00	$1,761.33
Months 28-39 12/01/24 – 11/30/25	$17.00	$1,871.42
Months 40-51 12/01/25 – 11/30/26	$18.00	$1,981.50
Months 52-63 12/01/26 – 11/30/27	$19.00	$2,091.58

(*) Free Base Rent only. Tenant shall be obligated to pay its prorata share of Operating Expenses during free Base Rent period.

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.3.

SUBJECT
Discuss and take action on an Economic Development Funding grant application as submitted by Valentino's NY Pizza.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Valentino's NY Pizza Grant Application_Redacted	Valentino's NY Pizza Grant Application_Redacted.pdf

[redacted]

City of
KENNEDALE
Texas
EST. 1887

ECONOMIC DEVELOPMENT CORPORATION

APPLICATION FOR GRANT OF ECONOMIC DEVELOPMENT FUNDS

Full legal name of Applicant: Valentino's NY. Pizza

Business Address: 201 W Kennedale Parkway Kennedale TX 760 unit 66

Name & title of person authorized to sign on behalf of Applicant: Mohammad Ousman Ehsan

Amount of KEDC funds requested: $ 25,000

Proposed use of the KEDC funds: oven, Mixer, pizza table store sign, pots +

If yes, what is the address of property Applicant is seeking to acquire?: current

Is Applicant seeking to relocate to the City of Kennedale?: ☑ YES ☐ NO

Is Applicant seeking to expand an existing facility in the City of Kennedale?: ☒ YES ☑ NO

If yes, what is the square footage of the existing facility and what is the square footage of the proposed expansion?: ______

If yes, what is the approximate cost of the proposed expansion?: $ ______

Is Applicant seeking to construct a new facility in the City of Kennedale?: ☐ YES ☑ NO

If yes, what is the proposed square footage of the facility to be constructed?: ______

If yes, what is the approximate cost of the proposed construction?: ______

Does Applicant currently own title to the property which will benefit from the expenditure of KEDC funds?: ☐ YES ☑ NO

If no, does the Applicant have a contract pending to purchase the property?: ☐ YES ☐ NO

If yes, what is the closing date of the purchase contract? ______

If Applicant's request for KEDC funds is granted, what is the total amount of capital expenditures Applicant intends to make (including the cost of equipment to be located on the property) with respect to Applicant's proposed relocation or construction?: $ 25,000

Will the expenditure of KEDC funds result in the creation or retention of "primary jobs" as such term is defined in Section 501.002(12) of the Texas Local Government Code?: ☑ YES ☐ NO

If yes, how many primary jobs will be created or retained within the next five years? 3

If yes, which of the following types of facilities will the requested KEDC funds be used to help develop, retain or expand? (Check all that apply):

- [ ] manufacturing and industrial
- [ ] distribution centers
- [ ] research and development
- [ ] recycling
- [ ] military
- [ ] regional or national corporate headquarters
- [ ] small warehouse
- [x] other related improvements: Sales

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure be used to construct public infrastructure necessary to promote or develop a new or expanding business?: ☐ YES ☑ NO

If yes, which of the following types of infrastructure will the grant of KEDC funds be used to construct? (check all that apply):

- [ ] streets and roads
- [ ] drainage
- [ ] rail spurs
- [ ] site improvements
- [ ] water and sewer utilities
- [ ] telecommunications
- [ ] electric utilities
- [ ] internet improvements
- [ ] gas utilities
- [ ] other related improvements: ________

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure result in Applicant's hiring of additional full-time employees?: ☑ YES ☐ NO

If yes, how many additional full-time employees will be hired within the next five years?: ____

Will the expenditure of KEDC funds be used for job training as provided in Sections 501.102 and 501.162 of the Texas Local Government Code?: ☐ YES ☑ NO

Will the expenditure of KEDC funds be used to undertake a project the primary purpose of which is to provide any of the following: (1) a transportation facility; (2) a solid waste disposal facility; (3) a sewage facility; (4) a facility for furnishing water to the general public; or (5) an air or water pollution control facility?: ☐ YES ☑ NO

If yes, will the facility benefit a property acquired for a project that has another primary purpose?: **☐ YES ☐ NO**

NOTICE: In the event the Board determines that Applicant is eligible for a grant of KEDC funds, Applicant will be required to sign a performance agreement meeting the requirements of Section 501.158 of the Texas Local Government Code. The performance agreement is subject to the approval of both the KEDC Board and the Kennedale City Council. By signing this application, you acknowledge and represent that all of the answers and information provided in this application are true and correct.

TO THIS APPLICATION - PLEASE ATTACH:

1. PHOTOS OF EXISTING PROPERTY INTENDED FOR UPGRADING AND/OR DEVELOPMENT,
2. A WRITTEN PROJECT IMPROVEMENT/DEVELOPMENT DESCRIPTION,
3. PLANS AND DRAWINGS OF THE PROPOSED UNDERTAKING, AND
4. AN ITEMIZED COST SPREADSHEET BACKED BY WRITTEN QUOTES SUBMITTED BY CONTRACTORS/VENDORS/SUPPLIERS.

Signature: Mohammad Ousman Elsen **Date:** 5/30/24

City of
KENNEDALE
Texas
EST. 1887

ECONOMIC DEVELOPMENT CORPORATION

City of KENNEDALE Texas EST. 1887

ECONOMIC DEVELOPMENT CORPORATION

APPLICATION PROCESS FOR ECONOMIC DEVELOPMENT INCENTIVES

Kennedale Economic Development is committed to supporting new and existing businesses within the City of Kennedale through the use of available incentives. Below is a brief outline of the process of applying these incentives.

ALL REQUESTS FOR INCENTIVES MUST BE RECEIVED PRIOR TO RECEIVING A BUILDING PERMIT AND COMMENCING CONSTRUCTION.

- Contract to purchase a building or parcel of land.
- Provide detailed list of necessary improvements and estimated costs provided by engineers/architects. Primary drivers for incentives are new or retained employment and capital investment.
- Complete an application (located at www.cityofkennedale.com) and submit to the KEDC office (City Manager's office) at 405 Municipal Dr, Kennedale, Texas, or email to rsanchez@cityofkennedale.com, along with a brief letter explaining the project, the amount of assistance being requested and why the assistance is needed. Include any required supporting documentation such as site plans, cost estimates, etc.
- Upon receipt of the application documents, KEDC staff will conduct an economic impact/cost/benefit analysis to determine the value of the project to the City of Kennedale.
- This project is then presented to the KEDC Board of Directors at the regular monthly meeting, which is scheduled to occur the last Tuesday of every month. All documents MUST be received no later than 2 Fridays prior to the scheduled meeting. Otherwise, it will be on the following months agenda.
  For example: To be placed on the ________________ agenda, all documents will need to be received by 5:00 PM on Friday, ________________
- The KEDC Board of Directors will review the information and make a decision on whether or not to recommend assistance and the amount of any assistance they decide to recommend.
- The City Attorney prepares a legal document known as the Economic Development Performance Agreement. Once the applicant accepts the terms of the agreement, it is then presented to City Council for consideration. APPROVAL BY THE KEDC DOES NOT GUARANTEE APPROVAL BY CITY COUNCIL.
- If approved by Council, the agreement is signed by the President of the KEDC Board and the applicant.
- APPROVED INCENTIVE MONIES WILL NOT BE PAID UNTIL THE PROJECT IS COMPLETE AND A CERTIFICATE OF OCCUPANCY, SUPPORTING INVOICES AND RECEIPTS ARE SUBMITTED TO KEDC. PLEASE ALLOW UP TO 30 DAYS TO RECEIVE REIMBURSEMENT.

mylowe's Rewards

LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
1901 HIGHWAY 287 N
MANSFIELD, TX 76063 (817) 473-4412

- SALE -

SALES#: FSTLANO6 4829757 TRANS#: 44650398 04-01-24

544305 MB 23-N YLW CORRGT DIY AR	20.94
3 @ 6.98	
155404 RED BULL SUGARFREE DRINK	3.68
335778 HH H BRACKET SIGN HOLDER	6.84
3 @ 2.28	
278374 12-IN ETTURE ALL PURPOSE	5.48
SUBTOTAL:	36.94
TOTAL TAX:	3.05
INVOICE 98225 TOTAL:	39.99
M/C:	39.99

MC: XXXXXXXXXXXX2284 AMOUNT: 39.99 AUTHCD: 07230E
CHIP REFID:151107225663 04/01/24 15:48:08
CUSTOMER CODE: no
TVR : 8000008000
TSI : 6800 AID : A0000000041010

Give us feedback @ survey.walmart.com
Thank you! ID #:7TEDZS32HQB

Walmart

WM Supercenter
817-473-1189 Mgr:KEIDRICK
930 N WALNUT CREEK DR STE 800
MANSFIELD TX 76063
ST# 00284 OP# 009006 TE# 06 TR# 01195
ITEMS SOLD 6
TC# 9443 1440 2025 5060 7221

GV WHOLE	078742352000 F	1.66 O
MICROWAVE	190873008800	55.00 X
Z-GRIP 20PK	045808221200	6.97 X
PG DE BLK 4	724328152690	2.88 X
RED BULL	611269716460 F	2.88 X
STERLT 540	073149934430	13.98 X
SUBTOTAL		83.37
TAX1 8.2500 %		6.74
TOTAL		90.11
MCARD TEND		90.11
CHANGE DUE		0.00

MASTERCARD- 2284 I 1 APPR#05080E
90.11 TOTAL PURCHASE
REF # 409900227360
AID A0000000041010
TC D609533621300584
TERMINAL # SC011174
*No Signature Required
04/08/24 15:32:12

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
04/08/24 15:32:21

Give us feedback @ survey.walmart.com
Thank you! ID #:7TLF3032C59

Walmart

WM Supercenter
817-473-1189 Mgr:KEIDRICK
930 N WALNUT CREEK DR STE 800
MANSFIELD TX 76063
ST# 00284 OP# 009006 TE# 06 TR# 01469
ITEMS SOLD 5
TC# 0175 5617 3317 7223 6115

TR PRO CHEF	016017152380	8.44 X
FW BRD BMB	045908139250	19.97 X
RED BULL	611269546020 F	3.68 X
CELERY HEART	885460000100 F	2.72 N
CELERY HEART	885460000100 F	2.72 N
SUBTOTAL		37.53
TAX1 8.2500 %		2.65
TOTAL		40.18
MCARD TEND		40.18
CHANGE DUE		0.00

MASTERCARD- 2284 I 1 APPR#09530E
40.18 TOTAL PURCHASE
REF # 410000893913
AID A0000000041010
TC 2E1A5223F57695A0
TERMINAL # SC011174
*No Signature Required
04/09/24 07:31:59

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
04/09/24 07:32:07

KMS Restaurant Equipment
12243 E NW HWY Suite 100
DALLAS TX 75228
214-392-8447

03/21/2024 13:00

Sale

Trans:1 Batch:230
MASTERCARD CHIP
************2284 **/**

AMOUNT:	$3070.00
Non-Cash Charge	$121.27
TOTAL:	$3191.27

Resp:	APPROVAL
Code:	02146E
Ref#:	408113183500
App Name:	MASTERCARD
AID:	A0000000041010
TVR:	8000008000
TSI:	6800

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

CUSTOMER COPY
Thank You
Powered By ValorPay(v1.3.44)

KMS Restaurant Equipment
12243 E NW HWY Suite 100
DALLAS TX 75228
214-392-8447

03/28/2024 10:14

Sale

Trans:2 Batch:234
MASTERCARD CHIP
************2284 **/**

AMOUNT:	$270.00
Non-Cash Charge	$10.67
TOTAL:	$280.67

Resp:	APPROVAL
Code:	02296E
Ref#:	408810273121
App Name:	MASTERCARD
AID:	A0000000041010
TVR:	8000008000
TSI:	6800

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

X____________________
EHSAN/MOHAMMAD
MERCHANT COPY
Thank You
Powered By ValorPay(v1.3.44)

COBB PRINTING SERVICES I
9410 WALNUT ST SUITE 111
DALLAS, TX 75243
214-570-0808

04/04/2024 18:58

Sale

Trans #: 2 Batch #: 253

CREDIT CARD
MASTERCARD CHIP READ
Entry Type: CONTACTLESS
************2284 **/**

BASE AMT: USD $881.88

TIP AMT: $______.__

TOTAL AMT: USD $______.__

Resp:	APPROVAL 01708E
Code:	01708E
Ref #:	409523332824
TransID:	0404MEBE97374

App Name:	MASTERCARD
AID:	A0000000041010
TVR:	0000008001
ATC:	020F
TC:	3BC23CD7D9F177B2
IAD:	

0110A04004220000000000000000000000FF

If paid with cash
You could've saved $31.8

NO SIGNATURE REQUIRED

THANK YOU!

CUSTOMER COPY

KENNEDALE
You're Here,Your Home

Fee Receipt

Receipt No.: I-24-0525

Owed From

Valentino's NY Pizza
Mohammad Ehsan
201 W Kennedale Pkwy unit 660
Kennedale, Tx 76060

Receipt No.	I-24-0525
Receipt Date:	04/02/2024
Payment Method:	CC
Project ID #:	24-0132
Project Type:	Certificate of Occupancy 201
Address:	W Kennedale Pkwy

Transactions

Fee Type	Account No.	Amount
Certificate of Occupancy	0141500000	150.00
	Amount Paid:	$150.00

Created by

Lindy Middleton
405 Municipal Drive
Kennedale, TX. 76060

FUSI SIGNS & GRAP

Fusion Signs & Graphics
463 W. Bedford Euless Rd.
Hurst TX 76053
817-282-7100
orders@fusionsignsgraphics

INVOICE

 # INV-011563

Balance Due
$0.00

Invoice Date : 03/21/24
Terms : Due on Receipt
Due Date : 03/21/24

Bill To
Valentinos NY Pizza

#	Item & Descript	Qty	Rate	Amount
1	Sign 4' x 12' Permite	3.00	576.00	1,728.00
2	Sign Permit & Insta	3.00	350.00	1,050.00

Sub Total	2,778.00
Sales Tax (8.25%)	229.19
Total	**$3,007.19**
Payment Made	(-) 3,007.19
Balance Due	**$0.00**

Pizza ov
Dough Mixer $7,000.00

FUSION SIGNS AND GRAPHICS
463 W BEDFORD EULESS RD
HURST, TX 76053
817-282-7100

Merchant ID: 423615692
Term ID: 0496

Sale

Application Label MASTERCARD
MASTERCARD
XXXXXXXXXXXX2284
AID: A0000000041010
Entry Method: Chip Read
Apprvd: Online
03/21/24 Batch#: 000000
09:29:10
Inv#: 00000002 Appr Code: 06284E

Total: USD$ 3,007.19

Mode: Issuer
TVR: 0080008000
IAD: 0110601009220000000000000000
0000000FF
TSI: 6800
ARC: 00

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X________________________

EHSAN-MOHAMMAD

Customer Copy

THANK YOU

Notes

Thank You For Choosing Fusion Signs & Graphics.

Terms & Conditions

QUOTE VALID FOR 14 DAYS. YOUR ONE STOP SHOP FOR ALL YOUR ADVERTISING, APPAREL, SIGNAGE AND MARKETING NEEDS. WE DO IT ALL...

50% DEPOSIT REQUIRED. ON ALL ORDERS.

Fusion United Group, LLC
DBA Fusion Signs & Graphics
TSCL# 18894
Regulated by The Texas Department of Licensing and Regulation
P. O. Box 12157, Austin, Texas 78711

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LOWE'S HOME CENTERS, LLC
1901 HIGHWAY 287 N
MANSFIELD, TX 76063 (817) 473-4412

- SALE -
SALES#: S1511EFP 4923309 TRANS#: 26539 862 03-24-24

1072145 CM 12-IN HACKSAW(-417153) 13.98

SUBTOTAL: 13.98
TOTAL TAX: 1.15
INVOICE 73973 TOTAL: 15.13
M/C: 15.13

MC: XXXXXXXXXXXX2284 AMOUNT: 15.13 AUTHCD: 06963E
CHIP REFID:151102973752 03/24/24 19:28:59
CUSTOMER CODE: no
TVR : 8000008000
TSI : 6800

STORE: 1511 TERMINAL: 02 03/24/24 19:29:16
OF ITEMS PURCHASED: 1
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

The Home Depot
How doers get more done.

1725 N US HWY 287
MANSFIELD, TX 76063 (817)453-4038

6568 00054 90438 03/24/24 07:03 PM
SALE SELF CHECKOUT

043425826558 J B WELD <A> 6.98
J-B WELD ORIGINAL EPOXY 2 OZ
051596320812 HOMER BUCKET <A>
5GAL HOMER BUCKET
2@4.48 8.96

SUBTOTAL 15.94
SALES TAX 1.32
TOTAL $17.26
XXXXXXXXXXXX2284 MASTERCARD
USD$ 17.26
AUTH CODE 09714E/3540829 TA
Chip Read
AID A0000000041010 MASTERCARD

P.O.#/JOB NAME: UZY

6568 03/24/24 07:03 PM
6568 54 90438 03/24/2024 0478

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 06/22/2024

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 187733 181219
PASSWORD: 24174 181165

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary

How doers get more done.

1725 N US HWY 287
MANSFIELD, TX 76063 (817)453-4038

6568 00051 49208 03/24/24 04:50 PM
SALE CASHIER BROOKLYN

077089174694 6PCMICROST <A> 14.97
~~BEST MICROFIBER 9/16 TRAY-SET 6 PC~~
056198880535 PPGSPDF 1G <A> 20.48
PPG SPDHIDE INT FLT WHITE/B1 124OZ
081099000058 JT COMP <A> 9.88
USG ALL PURPOSE JC 3.5QT
030699927227 T-KNIFE <A> 3.48
ANVIL T-KNIVES 2/4/6 PLASTIC
611942109456 11/2X2PVCPIP <A> 5.76
1-1/2"X2' PVC-PW/DWV SCH40 PIPE
887480026740 NAILS <A> 1.98
WIRE NAIL ZINC #17X7/8"
887480300512 WOODSCREW <A>
WOOD SCRW ZINC PHL RND #12 X 7/8
5@1.38 6.90
078477958315 1G WP, BLACK <A>
1G BLK MIDWAY BLANK WALLPLT
3@0.98 2.94
611942032242 FITTING <A> 3.11
1-1/2" DWV TRAP ADAPTER HXSJ
611942038954 1-1/2 TEE <A> 4.17
1-1/2" PVC TEE SXSXS
020066386900 2X S GLBLK <A> 6.48
PAINTERS TOUCH 2X SEMI-GLOSS BLACK
081098031411 CEILINGTILE <A> 35.85
R2310 MINI 2X4 RADAR SQ 32 SF CA

SUBTOTAL 116.00
SALES TAX 9.57
TOTAL $125.57
XXXXXXXXXXXX2284 MASTERCARD
USD$ 125.57
AUTH CODE 01528E/3510880 TA
Chip Read
AID A0000000041010 MASTERCARD

P.O.#/JOB NAME: UVO

6568 03/24/24 04:50 PM

6568 51 49208 03/24/2024 7601

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 06/22/2024

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 105273 98756
PASSWORD: 24174 98705

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Restaurant Depot
Store #703
1171 Bridgewood Dr
Fort Worth, TX 76112
** WHERE RESTAURANTS SHOP **

Shellfish Lic# TX 2001 SS

CUSTOMER(SALE)

PREVIOUS BALANCE -$147 77
ACCOUNT NO 70313305

MOHAMMAD ESHAN
UZYS NEW YORK PIZZA
6851
MATLOCK RD
ARLINGTON
TX
760023518

Resale 3205522XXXX 01-01-66
* LICENSES BELOW NOT VALIDATED *
Resale 3205522XXXX 01-01-66
* CUSTOMER IS SUBJECT TO TAX OR NOT *
* ALLOWED TO BUY ITEMS REQUIRED THE *
* ABOVE LICENSES *
AREA A - SIC 206 - CAT (A,B)
Chain - Pizza Restaurant - Carry Out

C12 I27323 OP243283 03-28-24 17:40

WHIP 16" FRENCH		
789313300617	(TA)	$5 15
	UNITS 1	
PIZZA SCREEN 16" APZS16		
812944003685	(TA)	$3 79
	UNITS 1	
PIZZA SCREEN 16" APZS16		
812944003685	(TA)	$3 79
	UNITS 1	
PIZZA SCREEN 16" APZS16		
812944003685	(TA)	$3.79
	UNITS 1	
PIZZA SCREEN 16" APZS16		
812944003685	(TA)	$3 79
	UNITS 1	
PIZZA SCREEN 16" APZS16		
812944003685	(TA)	$3 79
	UNITS 1	
SCALE DIGITAL 10LB TE10FT		
760695031498	(TA)	$49.99
	UNITS 1	
LC 7" SANTOKU KNIF 32772		
760695030828	(TA)	$10.89

UNITS 1
UNITS ENTERED 8
CASES ENTERED 0
ITEMS RUNG UP 8

TOTAL RW ITEMS 0
UNITS COUNT 8

TOTAL UNITS ENTERED 8
TOTAL CASES ENTERED 0
TOTAL ITEMS RUNG UP 8
TOTAL WEIGHED GOODS (LBS) 0

TOTAL UNITS COUNT 8
PARTIAL SUBTOTAL 8 $84 98
SUBTOTAL 8 -$62.79
CHX BIG C WING SPC
760695009398 $51.55
UNITS 1
CHX BIG C WING SPC
760695009398 $51.55
UNITS 1
CAN OPENER MOUNTED CO-1
811642040671 (TA) $76 10
UNITS 1
LC CUTTER PIZZA 4"
760695018567 (TA) $5 29
UNITS 1
PIZZA CUTTER2.75I 1EA
092187180439 (TA) $23 39
UNITS 1
STEAMER STOCK POT LARGE
696901011308 (TA) $35.17
UNITS 1
PAN HALF 6"
812944007768 U(TA) $14.75
UNITS 1
PAN HALF 6"
812944007768 U(TA) $14.75
UNITS 1
PAN HALF 6"
812944007768 U(TA) $14.75
UNITS 1
UNITS ENTERED 9
CASES ENTERED 0
ITEMS RUNG UP 9

TOTAL RW ITEMS 0
UNITS COUNT 9

TOTAL UNITS ENTERED 17
TOTAL CASES ENTERED 0
TOTAL ITEMS RUNG UP 17
TOTAL WEIGHED GOODS (LBS) 0

TOTAL UNITS COUNT 17
PARTIAL SUBTOTAL 17 $372.28
SUBTOTAL 17 $224.51
TX Tax $22 21
TOTAL TAX $22.21
TOTAL TAXABLE $269 18
TOTAL $246 72
MASTERCARD $246 72
APPROVAL # 07608E

APPROVAL # 01606L
REFERENCE# 2284
MASTERCARD
Chip Read
Mode: Issuer
AID: A0000000041010
TVR: 8000008000
IAD: 0110A0000042200000000000000000000000
TSI: 6800
ARC: 00

CHANGE	$0 00
TOTAL ON ACCOUNT	$147.77
BALANCE	$0.00
TOTAL PROMOTION SAVINGS	$0.00
COUPONS SAVINGS	$0 00

****
TAKE OUR SURVEY FOR A CHANCE TO WIN
ONE OF TWO $50 RD GIFT CERTIFICATES
EVERY MONTH!

https://support.restaurantdepotmarketing.com/customer-shopping-survey/

MUST BE 18 YRS OR OLDER.
MUST BE A REGISTERED RD MEMBER
ONE RESPONSE PER RECEIPT
OR YOU WILL BE DISQUALIFIED
****

ALL FRESH SHELLFISH STORED AT OR
BELOW 45 DEGREES F.

ALL PERISHABLE RETURNS MUST BE
WITHIN 72 HOURS OF PURCHASE AND
ACCOMPANIED WITH A RECEIPT

THANK YOU FOR SHOPPING WITH US
YOUR OPERATOR WAS MIERRA - CASH - STUR
C12 I27323 OP243283 03-28-24 17:41

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.4.

SUBJECT
Discuss and take action on an Economic Development Funding grant application as submitted by Thrive Coffee.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Thrive Coffee Grant Application_Redacted	Thrive Coffee Grant Application_Redacted.pdf

APPLICATION FOR GRANT OF ECONOMIC DEVELOPMENT FUNDS

Full legal name of Applicant: Patrick Antonio Ingram

Business Address: 201 W. Kennedale Pkwy Ste. 760 Kennedale TX 76060

Name & title of person authorized to sign on behalf of Applicant: Patrick Ingram, Owner

Amount of KEDC funds requested: $ 25,000

Proposed use of the KEDC funds: Renovations, equipment, local marketing, salaries licenses, permits, initial inventory

If yes, what is the address of property Applicant is seeking to acquire?: ______

Is Applicant seeking to relocate to the City of Kennedale?: ☐ **YES** ☒ **NO** currently a citizen

Is Applicant seeking to expand an existing facility in the City of Kennedale?: ☐ **YES** ☒ **NO**

If yes, what is the square footage of the existing facility and what is the square footage of the proposed expansion?: n/a

If yes, what is the approximate cost of the proposed expansion?: $ n/a

Is Applicant seeking to construct a new facility in the City of Kennedale?: ☐ **YES** ☒ **NO**

If yes, what is the proposed square footage of the facility to be constructed?: n/a

If yes, what is the approximate cost of the proposed construction?: n/a

Does Applicant currently own title to the property which will benefit from the expenditure of KEDC funds?: ☐ **YES** ☒ **NO**

If no, does the Applicant have a contract pending to purchase the property?: ☐ **YES** ☐ **NO**

If yes, what is the closing date of the purchase contract? n/a

If Applicant's request for KEDC funds is granted, what is the total amount of capital expenditures Applicant intends to make (including the cost of equipment to be located on the property) with respect to Applicant's proposed relocation or construction?: $ 150,000

Will the expenditure of KEDC funds result in the creation or retention of "primary jobs" as such term is defined in Section 501.002(12) of the Texas Local Government Code?: ☒ **YES** ☐ **NO**

If yes, how many primary jobs will be created or retained within the next five years? 20

If yes, which of the following types of facilities will the requested KEDC funds be used to help develop, retain or expand? (Check all that apply):

- [x] manufacturing and industrial
- [ ] distribution centers
- [ ] research and development
- [ ] recycling
- [ ] military
- [ ] regional or national corporate headquarters
- [ ] small warehouse
- [x] other related improvements: community hub

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure be used to construct public infrastructure necessary to promote or develop a new or expanding business?: ☐ YES ☐ NO n/a

If yes, which of the following types of infrastructure will the grant of KEDC funds be used to construct? (check all that apply):

- [ ] streets and roads
- [ ] drainage
- [ ] rail spurs
- [ ] site improvements
- [ ] water and sewer utilities
- [ ] telecommunications
- [ ] electric utilities
- [ ] internet improvements
- [ ] gas utilities
- [ ] other related improvements: ____________

If the expenditure of KEDC funds will not result in the creation or retention of primary jobs, will such expenditure result in Applicant's hiring of additional full-time employees?: ☑ YES ☐ NO

If yes, how many additional full-time employees will be hired within the next five years?: 20

Will the expenditure of KEDC funds be used for job training as provided in Sections 501.102 and 501.162 of the Texas Local Government Code?: ☑ YES ☐ NO

Will the expenditure of KEDC funds be used to undertake a project the primary purpose of which is to provide any of the following: (1) a transportation facility; (2) a solid waste disposal facility; (3) a sewage facility; (4) a facility for furnishing water to the general public; or (5) an air or water pollution control facility?: ☐ YES ☒ NO

If yes, will the facility benefit a property acquired for a project that has another primary purpose?: ☐ YES ☐ NO

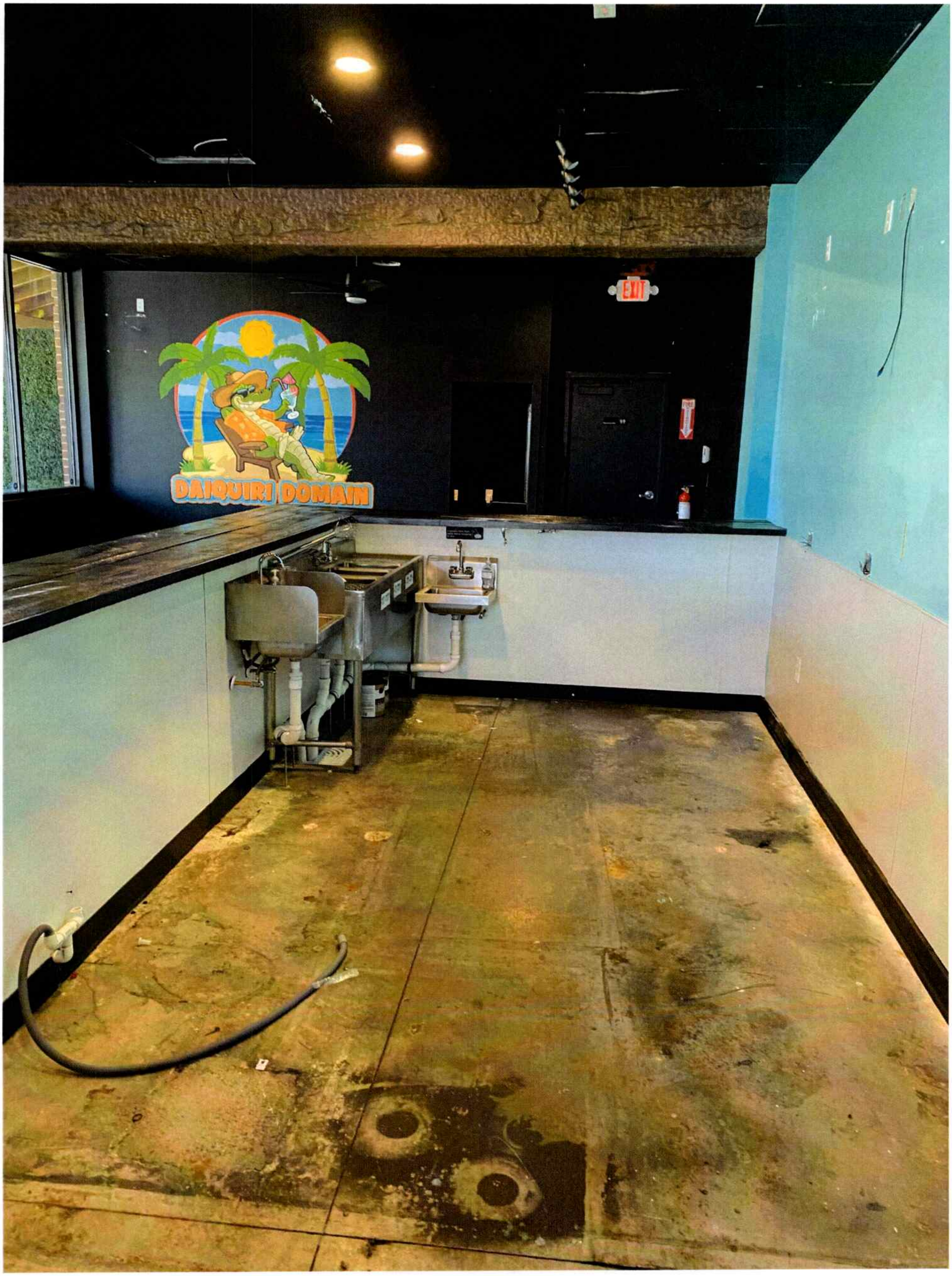
NOTICE: In the event the Board determines that Applicant is eligible for a grant of KEDC funds, Applicant will be required to sign a performance agreement meeting the requirements of Section 501.158 of the Texas Local Government Code. The performance agreement is subject to the approval of both the KEDC Board and the Kennedale City Council. By signing this application, you acknowledge and represent that all of the answers and information provided in this application are true and correct.

TO THIS APPLICATION - PLEASE ATTACH:

1. PHOTOS OF EXISTING PROPERTY INTENDED FOR UPGRADING AND/OR DEVELOPMENT,
2. A WRITTEN PROJECT IMPROVEMENT/DEVELOPMENT DESCRIPTION,
3. PLANS AND DRAWINGS OF THE PROPOSED UNDERTAKING, AND
4. AN ITEMIZED COST SPREADSHEET BACKED BY WRITTEN QUOTES SUBMITTED BY CONTRACTORS/VENDORS/SUPPLIERS.

Signature: ______________ **Date:** 5-29-24

KENNEDALE
Economic Development
Corporation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DAIQUIRI DOMAIN

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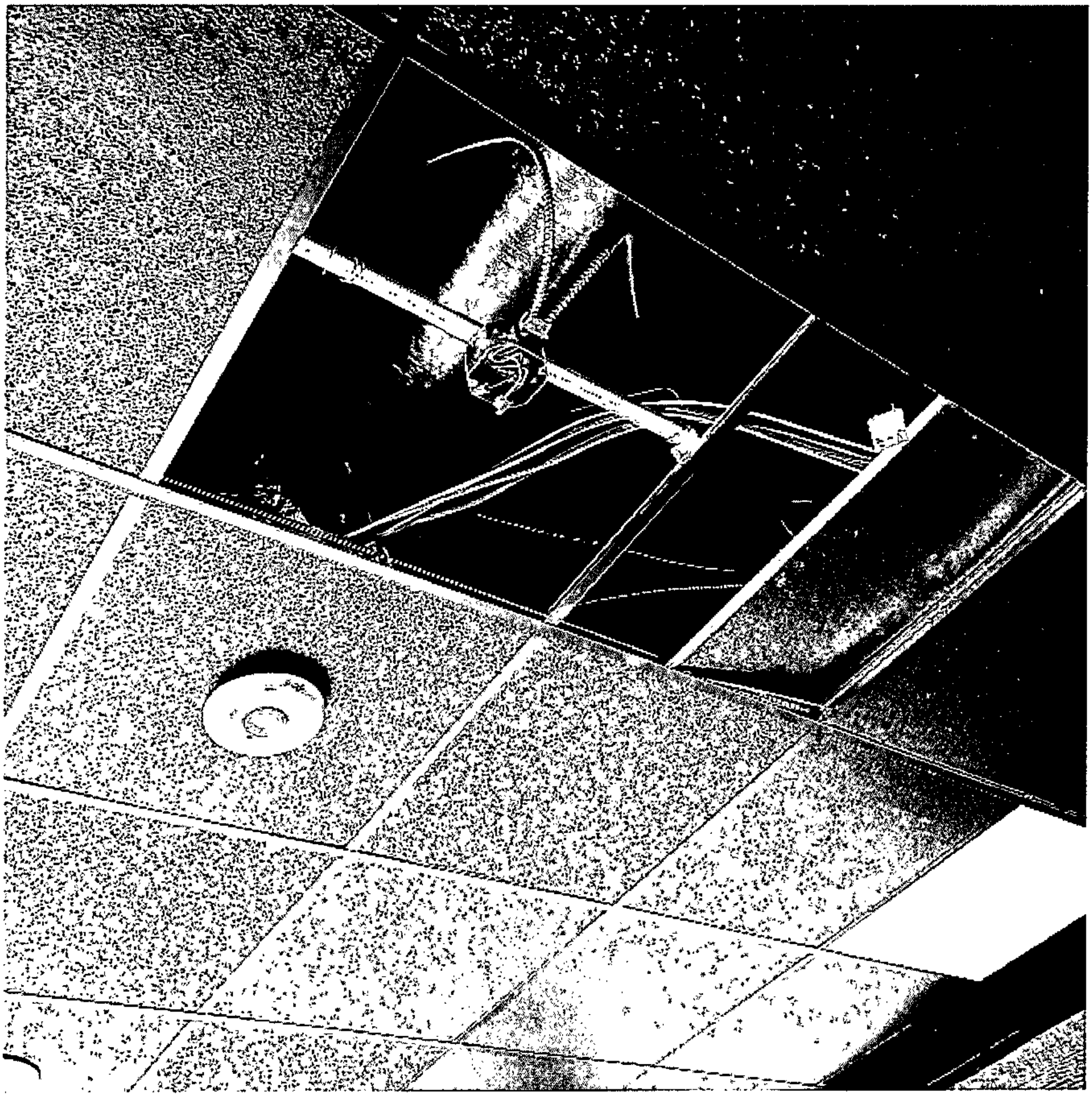

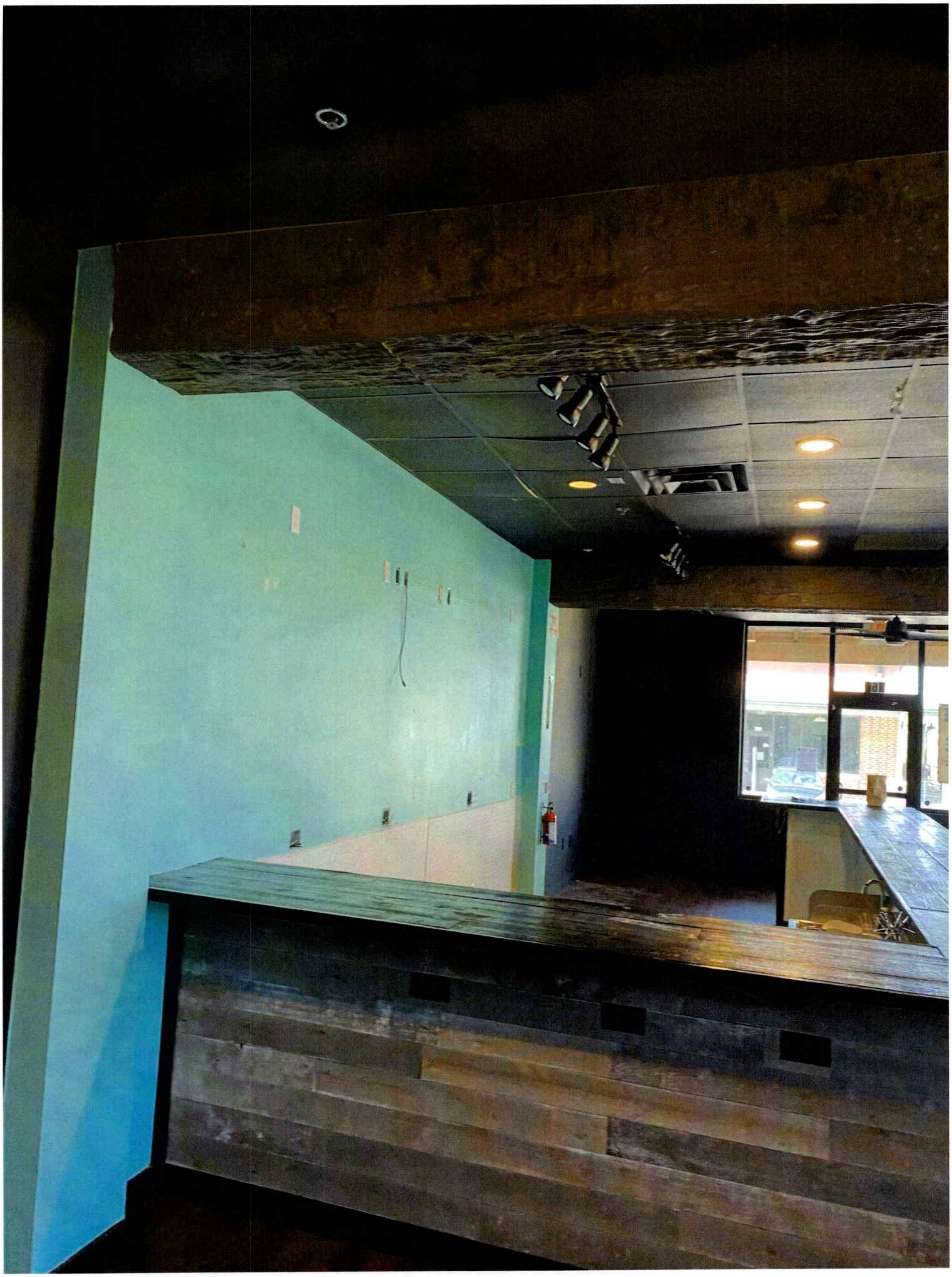

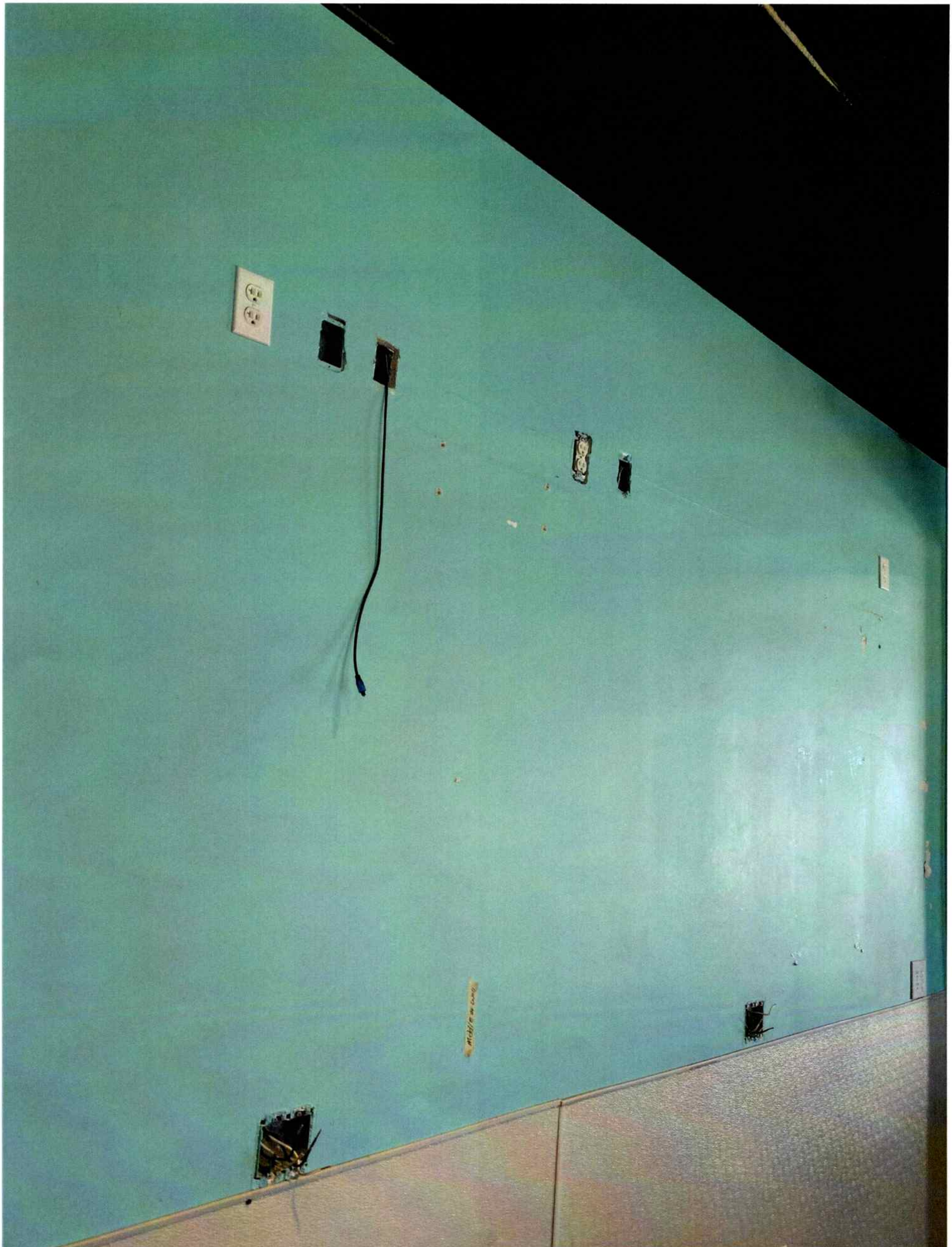

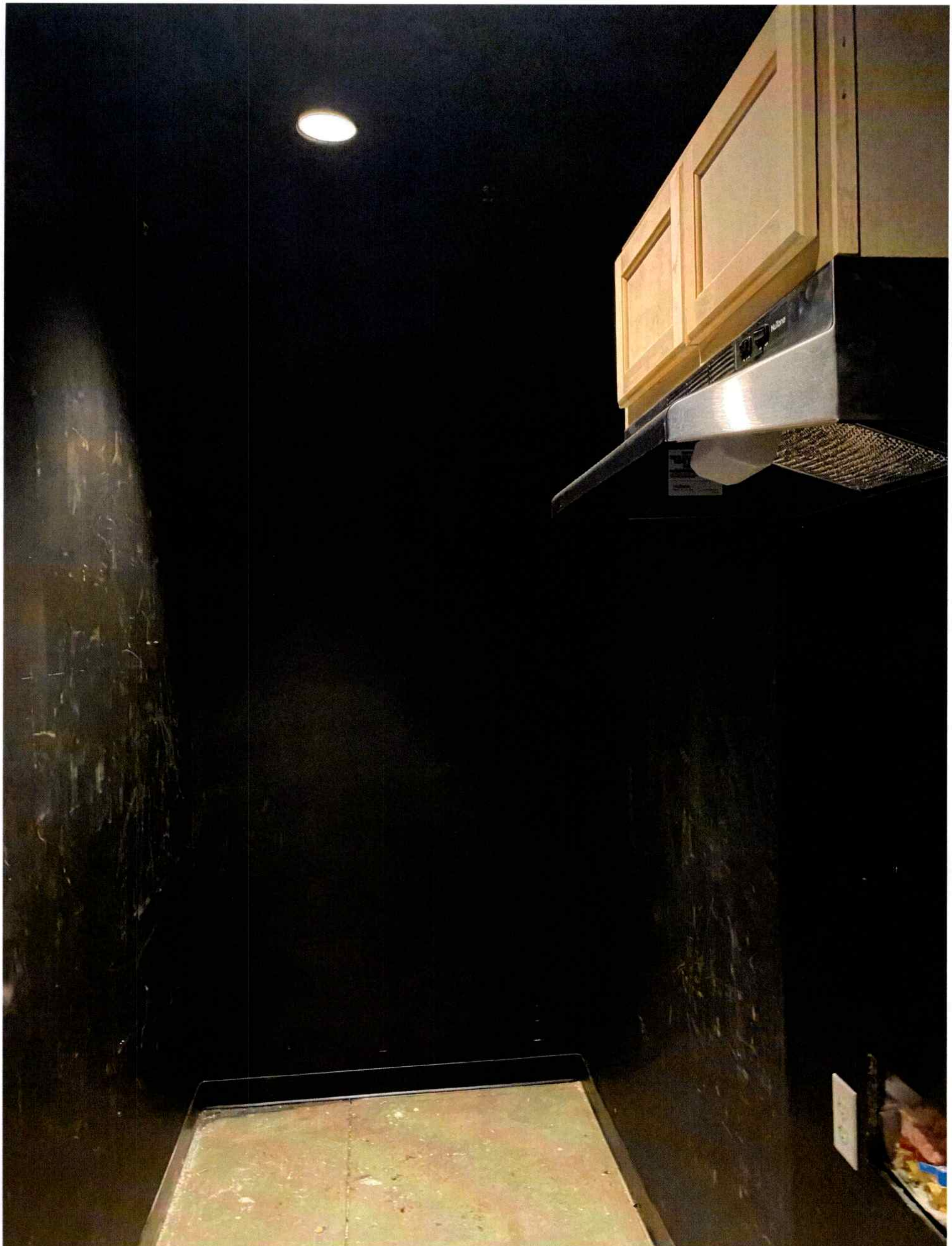

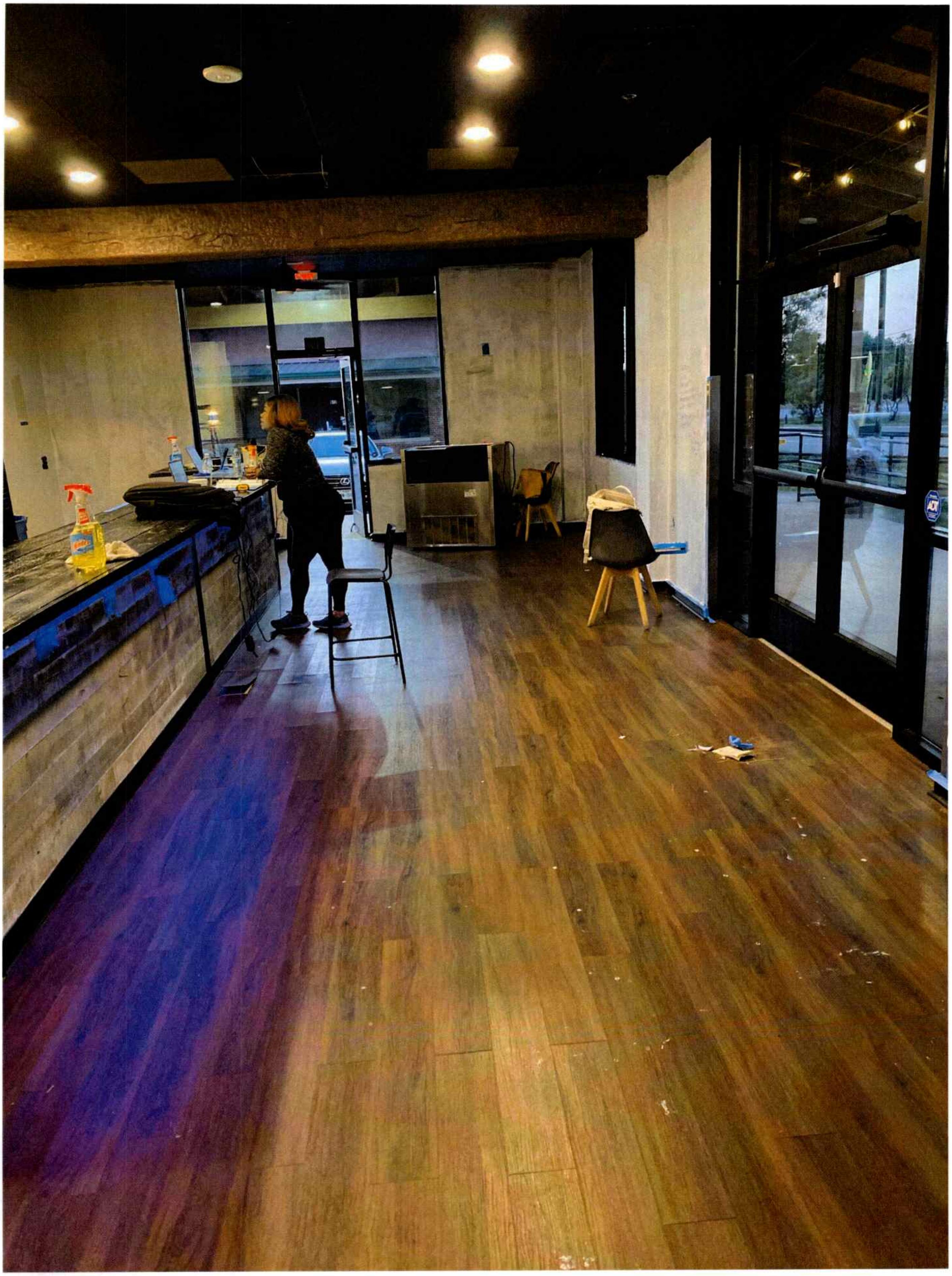

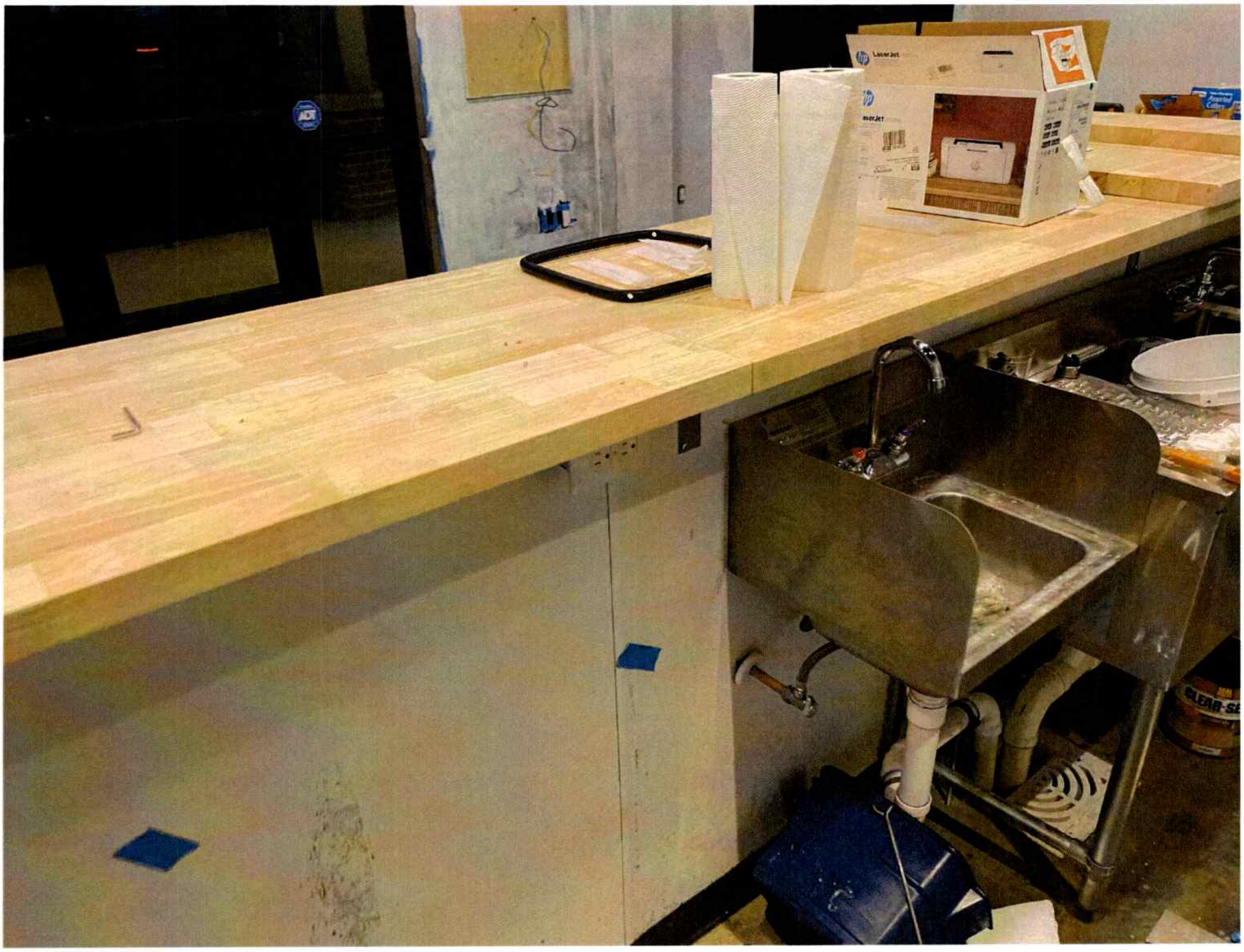

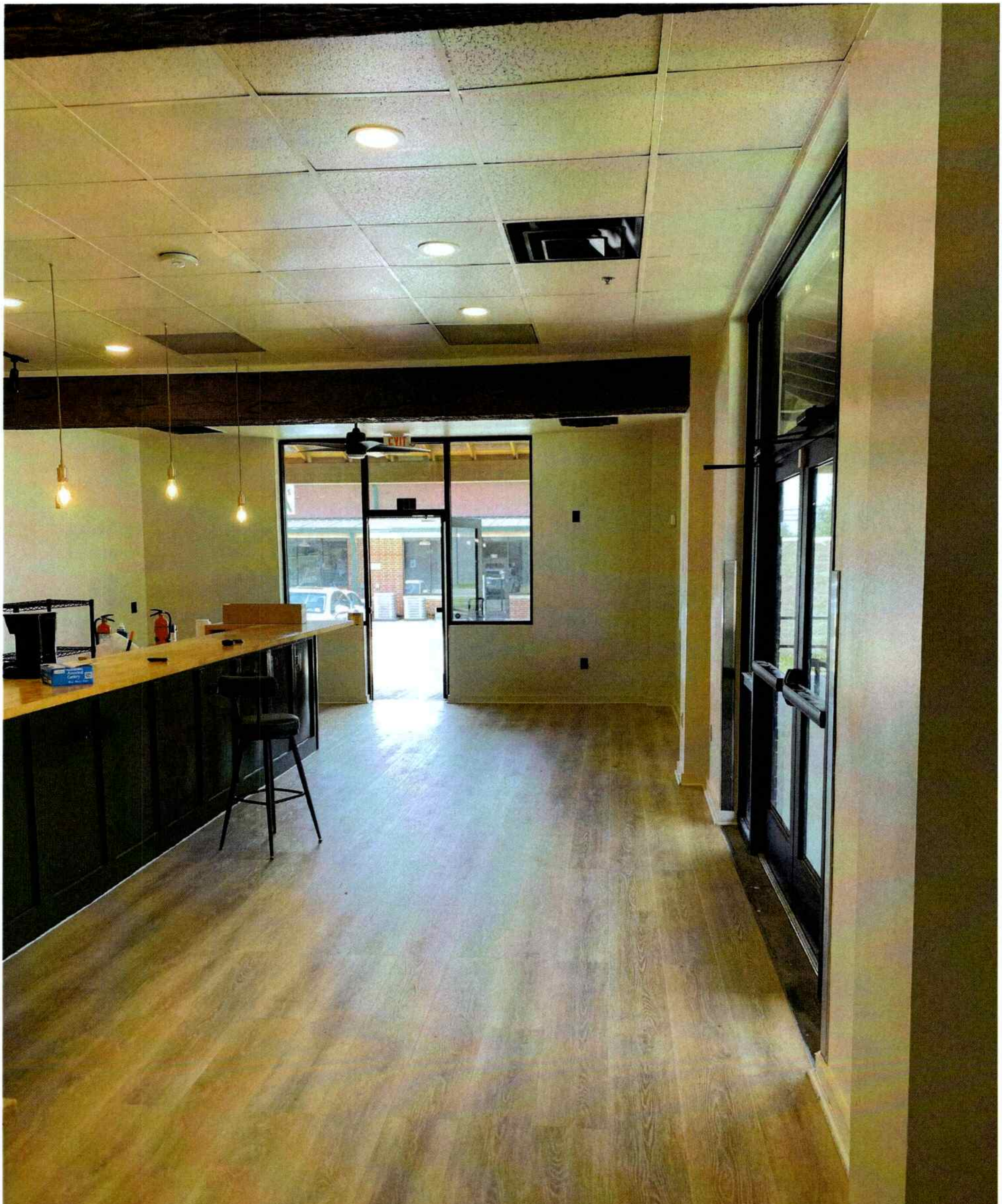
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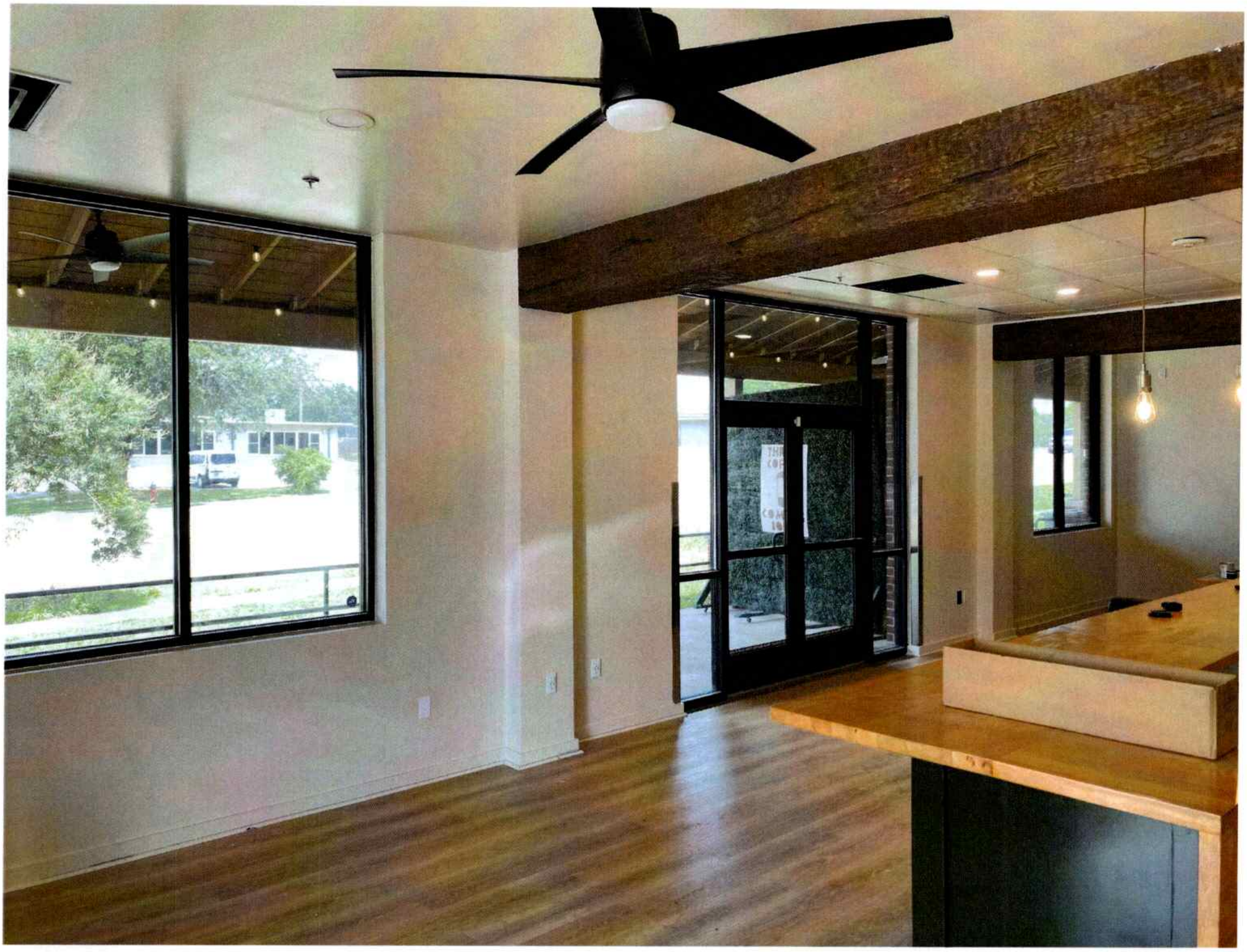

ESTD. 2024 THRIVE COFFEE SHOP

Thrive Coffee Project Improvement Plan

Submitted to the City of Kennedale

Project Overview:

Thrive Coffee aims to transform a former daiquiri bar into a vibrant, community-focused coffee bar. This project focuses on creating a welcoming, sustainable, and technologically advanced space for the residents of Kennedale. Our comprehensive improvement plan encompasses renovations, energy efficiency, technology and safety upgrades, aesthetics, sustainability, accessibility, and project management.

Alignment with Kennedale's Strategic and Economic Development Plan:

Our project aligns with the City of Kennedale's strategic and economic development plan by contributing to local economic growth, enhancing community spaces, and promoting sustainability. Thrive Coffee will serve as a catalyst for further development in the area, creating jobs, supporting local suppliers, and fostering a sense of community.

I. Renovations:

Our initial phase involves critical renovations to ensure a safe and aesthetically pleasing environment.

- Flooring, Walls, and Ceilings: Replace water-damaged flooring, repair and paint walls, and fix holes in the ceilings to enhance the structural integrity and appearance of the space.
- Lighting and Plumbing Fixtures: Install modern lighting and plumbing fixtures to improve functionality and ambiance.
- Bar and Wet Areas: Renovate the bar area and associated wet zones to accommodate coffee and light food service.

II. Energy Efficiency:

We are committed to reducing our environmental footprint and operational costs through energy-efficient solutions.

- Dimmable Bulbs: Install dimmable bulbs to minimize electricity consumption during daylight hours.
- Fans: Utilize fans to reduce dependency on air conditioning.
- HVAC Service Agreement: Implement a regular maintenance plan for HVAC systems to ensure optimal performance.
- USB Outlets: Install USB outlets to offer convenient charging options for customers and reduce overall energy consumption.

III. Technology and Safety:

To ensure a secure and connected environment, we will invest in the latest technology and safety measures.

- Security Cameras and Alarm Systems: Install comprehensive security systems to protect the premises and provide peace of mind for customers and staff.
- Electrical Infrastructure: Upgrade the electrical systems to support modern technology and ensure safety.
- Wi-Fi and Networking Solutions: Implement a high-performance Wi-Fi network with a C5400X tri-band router to provide reliable internet access for customers and operations.

IV. Aesthetics and Comfort:
Creating an inviting atmosphere is key to our vision for Thrive Coffee.

- Fixtures and Furniture: Install new, comfortable furniture and fixtures to enhance the customer experience.
- Ventilation and Air Quality: Improve ventilation systems to ensure a fresh and comfortable indoor environment.
- Decorative Elements and Artwork: Add local artwork and decorative elements to create a unique and appealing ambiance.
- Landscape Improvements: Update the landscape to enhance curb appeal and create a welcoming exterior.

V. Sustainability:
We aim to promote environmental sustainability through thoughtful practices and materials.

- Recycling Programs: Implement recycling initiatives to reduce waste.
- Low-Flow Water Fixtures: Install low-flow fixtures to conserve water.
- Eco-Friendly Materials: Use sustainable materials in construction and decoration.
- Beverage Offerings (Phased Approach):
  - Phase 1: Establish Thrive Coffee as a central community gathering space with coffee and non-alcoholic beverages.
  - Phase 2: Pending approval, introduce wine and select alcoholic beverages to accommodate evening events and socials, transforming the space into a versatile venue for community gatherings.

VI. Accessibility:
Ensuring accessibility for all community members is a priority.

- Ramps and Wide Doorways: Highlight and enhance accessible entry points.
- Parking and Signage: Improve parking facilities and signage to facilitate easy access.
- ADA Compliance: Ensure all renovations meet ADA standards for accessibility.
- Crosswalk Improvements: Collaborate with the city and TXDot to enhance crosswalk safety and accessibility.

VII. Project Management:
Effective project management is crucial to the success of our improvements.

- Timelines and Budgets: Establish clear timelines and budget plans to keep the project on track and within financial constraints.
- Contractor Coordination: Work closely with contractors and vendors to ensure smooth progress.
- Quality Control: Implement rigorous quality control measures to maintain high standards throughout the renovation process.

VIII. Contingency Planning:
Preparing for unforeseen challenges is essential to maintain project momentum.

- Risk Identification: Identify potential risks and develop strategies to mitigate them.
- Backup Plans: Create contingency plans to address delays or issues without significantly impacting the project timeline.
- Business Continuity: Ensure plans are in place to maintain operations during the renovation period.

Alignment with Kennedale's Strategic Plan:

- Economic Growth: Thrive Coffee will create jobs, support local suppliers, and attract visitors, contributing to the local economy.
- Community Engagement: Our space will serve as a community hub, hosting events and activities that foster community spirit and engagement.
- Sustainability: Our focus on energy efficiency and sustainable practices aligns with Kennedale's commitment to environmental stewardship.
- Accessibility: By ensuring our facility is accessible to all, we support inclusive community development.

Additional Considerations:

- Community Engagement: Engage with the Kennedale community through surveys and focus groups to gather input and build support for Thrive Coffee.
- Marketing and Outreach: Develop a comprehensive marketing plan to promote Thrive Coffee and attract a diverse customer base.
- Employee Training: Provide thorough training for staff on new systems, sustainability practices, and customer service.

By addressing these areas comprehensively, Thrive Coffee aims to create a beloved community hub that fosters connection, sustainability, and growth. We appreciate the City of Kennedale's support and look forward to bringing this vision to life.


P

Thrive Coffee

Cost Breakdown & Grant Justification

Project Overview:

Thrive Coffee is transforming a former daiquiri bar into a vibrant, community-focused coffee shop. This venture is designed to provide a welcoming space for Kennedale residents, fostering community engagement and local economic growth.

Funding and Financial Summary:

To date, the initial capital costs have been covered by a personal investment from our Roth IRA. However, additional funding is required to complete the renovation and setup process. We have already covered extensive expenses ranging from renovations and equipment purchases to consulting services and marketing efforts. The grant will help us cover the remaining capital expenses necessary to bring this project to fruition.

Grant Justification:

We have meticulously planned and executed the initial stages of our project with substantial personal investment. The $25,000 grant from the City of Kennedale will significantly support the remaining capital expenses, ensuring that Thrive Coffee can open its doors and serve the community effectively. This investment in Thrive Coffee will help us complete the renovations, purchase remaining equipment, and cover essential operational costs, aligning with Kennedale's strategic economic development plan by fostering local business growth and community engagement.

Your support is crucial to the successful completion of Thrive Coffee, which aims to pour into the Kennedale community. Thank you for considering our grant application.

Thrive Coffee Capital Costs		
Date	Description	Expense
3/23/2024	Home Depot Truck	$ 61.80
3/11/2024	Deposit for Thrive	$ 3,190.17
3/18/2024	Downing Law	$ 450.00
3/20/2024	Main Auction fridges	$ 810.28
3/22/2024	Painting/Primer - Noah	$ 91.00
6/3/2024	Lavae Studios logo	$ 435.60
5/24/2024	Main Auction table	$ 292.26
6/14/2024	Baylus Painting	$ 1,100.00
5/5/2024	Home Depot Truck	$ 93.04
6/13/2024	Home Depot Truck	$ 175.47
3/30/2024	Sanchez Lighting(paid by owner)	$ 865.00
3/12/2024	Home Depot paint	$ 56.21
3/13/2024	Primer & Caulk	$ 113.67
6/1/2024	Rent	$ 1,128.75
5/15/2024	Handyman Plus Renovation	$ 1,335.00
5/29/2024	Home Depot Truck	$ 117.70
4/2/2024	Home Depot Truck	$ 24.04
6/7/2024	Fixit Tradesman	$ 2,000.00
3/13/2024	Business Consulting Fee - PW	$ 1,000.00
5/6/2024	Business Consulting Fee - PW	$ 400.00
5/11/2024	Patara Williams Business Services	$ 700.00
6/7/2024	Handyman Plus Renovation	$ 465.00
6/10/2024	Handyman Plus Renovation	$ 1,400.00
6/5/2024	City of Kennedale Permit	$ 100.00
6/11/2024	Ice machine Easy Ice Rental	$ 2,585.04
6/14/2024	Kennedale Library	$ 1.60
6/13/2024	Truck Rental/Delivery Gas	$ 29.34
6/13/2024	Home Depot Truck Rental	$ 115.58
6/12/2024	usiness Lunch [Community Partnership] Valentino	$ 24.60
5/7/2024	Home Depot Paint	$ 414.58
6/12/2024	Home Depot Bug Treatment, electrical	$ 256.80
6/7/2024	Home Depot toggle bolts	$ 16.45
6/11/2024	Home Depot Drywall	$ 57.87
6/8/2024	Home Depot Paint	$ 9.72
6/19/2024	ADT Security	$ 300.00
5/11/2024	Insurance Policy	$ 770.88
6/13/2024	Coffee Grinder - AP	$ 1,400.00
6/10/2024	Chairs - Susie	$ 85.00
5/13/2024	Amani Equipment	$ 830.00
5/10/2024	Bakery Display Case - Shannon	$ 250.00
5/3/2024	Business Consulting Fee - PW	$ 400.00

7/1/2024	Rent & Electric	$	1,128.75
6/20/2024	Espresso Machine	$	5,435.26
8/1/2024	Rent	$	2,000.00
9/1/2024	Rent	$	2,000.00
6/20/2024	Flooring	$	2,963.70
6/20/2024	Spectrum Business	$	1,093.44
6/18/2024	Quickbooks	$	47.97
5/4/2024	Floor and Decor Butcher Block	$	968.84
6/3/2024	TP Link Router	$	167.78
6/3/2024	TP Link Router Warranty 3year	$	28.13
	Total	**$**	**39,786.32**

IMPORTANT - Please Read

Outstanding cashier's checks are subject to state or territorial unclaimed property laws.

If the cashier's check is lost, stolen, or destroyed, you may request a stop payment and reissuance. A stop payment and reissuance can only be completed within a branch location. As a condition of stop payment and reissuance, Wells Fargo Bank will require an indemnity agreement. In addition, for cashier's checks over $1,000.00, the waiting period before the stop payment and reissuance of an outstanding cashier's check may be processed is 90 days (30 days in the state of Wisconsin and 91 days in the state of New York). The waiting period can be avoided with the purchase of an acceptable surety bond. This can be purchased through Wells Fargo's approved insurance carrier or through an insurance carrier of the customer's choice. The cost of a surety bond varies depending on the amount of the bond and the insurer used. Surety bonds are subject to the insurance carrier's underwriting requirements before issuance. If the surety bond is not provided, the waiting period applies.

CREDIT

Purchaser Copy - Page 2 of 2

0006735 — Office AU #
11-24 / 1210(8)

CASHIER'S CHECK

SERIAL #: [redacted]
ACCOUNT#: [redacted]

Remitter: PATRICK INGRAM
Purchaser: PATRICK INGRAM

[redacted]

March 9, 2024

PAY TO THE ORDER OF ***HUGHES COMMERCIAL***

NON-NEGOTIABLE

**Three Thousand One Hundred Eighty and 17/100 -US Dollars **

$3,180.17

Payee Address:
Memo:

VOID IF OVER US $ 3,180.17

WELLS FARGO BANK, N.A.
1001 E BERRY ST
FORT WORTH, TX 76110
FOR INQUIRIES CALL (480) 394-3122

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

B004 (10/19) M4203 30089177

9:01

Sign off

Transaction details

$3,190.17

Transaction: 03/11/2024

Posted: 03/11/2024

Additional info

Category

Other Miscellaneous

Transaction description

PURCHASE BANK CHECK OR DRAFT

A-1 (Legal Description)

A-2 (Site Plan - Premises)

B (Broom Clean and Repair Requirements)

C (Work Agreement)

2. **LEASE OF PREMISES; RENT.**

2.1. **Lease of Premises for Lease Term**. Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. **Types of Rental Payments**. Tenant shall pay net base rent to Landlord in monthly installments, in advance, commencing on the Commencement Date and on the first day of each and every calendar month during the remainder of the Term of this Lease (the "**Base Rent**") in the amounts and for the periods as set forth below:

Rental Payments

Lease Period	Base Rent PSF	Monthly Base Rent
Months 01-01 05/01/24 – 05/30/24	$0.00	$0.00 (*)
Months 02-03 06/01/24 – 07/31/24	$7.50	$728.75
Months 04-15 08/01/24– 07/31/25	$17.00	$1,651.83
Months 16-27 08/01/25– 07/31/26	$17.50	$1,700.42
Months 28-39 08/01/26– 07/31/27	$18.00	$1,749.00

(*) Free Base Rent only. Tenant shall be obligated to pay its prorata share of Operating Expenses during free Base Rent period.

The installment of Base Rent and Additional Rent (as hereinafter defined) payable for the first calendar month of the Term shall be due and payable at the time of execution and delivery of this Lease; provided that if the Commencement Date occurs on a date other than the first of the month, then Base Rent and Additional Rent for such month shall be prorated by multiplying the Annual Base Rent by a fraction, the

amazon.com

Final Details for Order #111-3888141-1890655

Print this page for your records.

Order Placed: June 3, 2024
Amazon.com order number: 111-3888141-1890655
Seller's order number: 7354138
Order Total: $167.78

Shipped on June 3, 2024

Items Ordered	Price
1 of: *TP-Link Archer C5400X Tri Band WiFi Gaming Router - MU-MIMO Wireless Router (Renewed)*	$154.99

Sold by: Quality Photo (seller profile)

Supplied by: Other

Condition: New

Shipping Address:
Patrick Ingram
[redacted]
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Visa ending in 2160

Billing address
Patrick Ingram
[redacted]

Item(s) Subtotal:	$154.99
Shipping & Handling:	$0.00

Total before tax:	$154.99
Estimated tax to be collected:	$12.79

Grand Total:	**$167.78**

Credit Card transactions Visa ending [redacted] June 3, 2024: $167.78

To view the status of your order, return to Order Summary.

Back to top

English United States Help

amazon.com

Final Details for Order #111-5941988-7801848

Print this page for your records.

Order Placed: May 28, 2024
Amazon.com order number: 111-5941988-7801848
Order Total: $173.19

Shipped on May 28, 2024

Items Ordered	**Price**
1 of: *VASAGLE EKHO Collection - Bar Stools Set of 2, Bar Height Swivel Bar Stools with Back, Synthetic Leather with Stitching, Mid-Century Modern, 30-Inch Tall, Kitchen Home Bar, Forest Green*	$159.99

Sold by: SONGMICS HOME US (seller profile) | Product question? Ask Seller
Supplied by: Other

Condition: New

Shipping Address:
Patrick Ingram
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa ending in 2160

Billing address
Patrick Ingram
[redacted]
United States

Item(s) Subtotal:	$159.99
Shipping & Handling:	$0.00

Total before tax:	$159.99
Estimated tax to be collected:	$13.20

Grand Total:	**$173.19**

Credit Card transactions

Visa ending in 2160: May 28, 2024: $173.19

To view the status of your order, return to Order Summary.

Back to top

English United States Help

amazon.com

Final Details for Order #111-0358798-0526656

Print this page for your records.

Order Placed: June 3, 2024
Amazon.com order number: 111-0358798-0526656
Order Total: $28.13

Shipped on June 3, 2024

Items Ordered	**Price**
1 of: *ASURION 3 Year Office Equipment Protection Plan ($150 - $174.99)*	$25.99

Sold by: Asurion, LLC (seller profile)

Supplied by: Other

Condition: New

Shipping Address:
[redacted]

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Visa ending in [redacted]

Billing address
Patrick Ingram
[redacted]

Item(s) Subtotal:	$25.99
Shipping & Handling:	$0.00

Total before tax:	$25.99
Estimated tax to be collected:	$2.14

Grand Total:	**$28.13**

Credit Card transactions

Visa ending in 2160: June 3, 2024: $28.13

To view the status of your order, return to Order Summary.

Back to top

English United States Help

01-339 (Back)
(Rev.7-10/7

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency **Thrive Coffee**
Address *(Street & number, P.O. Box or Route number)*
201 W kennedale pkwy suite 760

City, State, ZIP code TX, TX 76060

Phone *(Area code andnumber) +12544982167*

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Easy Ice, LLC**

Street address: **925 W. Washington Street** City, State, ZIP code: **Marquette, MI 49855**

Description of items to be purchased or on the attached order or invoice:

Ice Machine, Frozen Drink Machine, Ice Cream Machine.

Purchaser claims this exemption for the following reason:

Consumable product.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date
	Owner	06/13/2024

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

easyice
No Capital. No Hassle. Just Ice.

Subscription Order Form

Quote #: Q-62617
Date: June 13, 2024
Initial Term: 12 Months

To: Patrick ingram
Thrive Coffee
201 W kennedale pkwy suite 760
Kennedale, TX 76060

Project: Thrive Coffee

201 W kennedale pkwy suite 760
Kennedale, TX 76060

From: [redacted]
Ext. [redacted]

Item #	Qty	Model	Description	Fee	Monthly Fee
1	1	IM-200BAC	Icemaker, Square Cuber ice, Self Contained, Air-cooled, Up to 188 lbs of ice produced per 24 hours, Durable stainless steel exterior	$199.00	$199.00
3	1	Setup Fee		$398.00	

One-Time Fee Subtotal: $398.00	Monthly Fees Subtotal: $199.00
Tax: $0.00	Tax: $0.00
One-Time Fee Total: $398.00	**Monthly Payment Total:** $199.00

Customer acknowledges that final approval of Order is based on location meeting Site Survey Installation Standards.

Customer acknowledges service issues caused by Customer Location failing to meet Environmental Standards are not covered by the Standard Terms & Conditions and that the Customer will pay for those services on a time and material basis.

Additional Order Details:

This Order Form is subject to and governed by our Subscription Terms and Conditions attached hereto and incorporated herein by this reference. Customer agrees that, upon our written acceptance of this Order Form, this Order Form constitutes a binding order with respect to the products/services described in this Order Form and is non-cancellable, except to the extent otherwise expressly provided in the Subscription Terms and Conditions. This Order Form may be executed in multiple counterparts. Facsimile, electronic and/or scanned signatures are effective in all respects.

CUSTOMER:

Signature:	
Title:	Owner
Print name:	Patrick Ingram
Date:	06/18/2024

EASY ICE:

Signature:	Angela Bayless
Title:	Commercial Ice Specialist
Print name:	Angela Bayless

easyice
No Capital. No Hassle. Just Ice.

Owner/Landlord Information Form

Business Name	Thrive Coffee
Business Address	201 W kennedale pkwy suite 760 Kennedale TX, 76060
Primary Contact Name	Patrick Ingram
Primary Contact Phone	[redacted]

1. Business Owner Information:

Name:	Patrick Ingram
Home Address:	[redacted]
Mobile Phone:	
Email Address:	
Year Business Was Established:	2024
Year Business Was Bought by Current Owner:	2024

2. Billing Contact Information

Contact Name:	Patrick Ingram
Title:	Owner
Contact Phone:	[redacted]
Contact Email:	
Remittance Address	
Alternate Contact Name:	Olivia
Alternate Contact Title:	Owner
Alternate Contact Phone:	[redacted]
Alternate Contact Email:	

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No Capital. No Hassle. Just Ice.

Owner/Landlord Information Form

3. Property Management Information (If Applicable):

Name:

Business Name (If Applicable):

Address

,

Mobile Phone Number:

Business Phone Number:

Email Address:

Rev. 11/07/23

EASY ICE, LLC

Subscription Terms and Conditions

These Subscription Terms and Conditions (the "Subscription Terms") and the signed Subscription Order Form to which these Subscription Terms are attached or otherwise incorporated (the "Order Form", and together with the Subscription Terms, collectively, the "Agreement"), establish the entire agreement between Easy Ice, LLC, a Delaware limited liability company ("Easy Ice") and the customer named in the Order Form ("Customer") with respect to Easy Ice's rental of the Equipment, and provision of any other goods and/or services, to Customer under the Order Form.

WHEREAS, Easy Ice desires to make certain equipment available on-site at Customer's business location and provide certain services pursuant to the terms and conditions set forth herein below and Customer desires to enter into a subscription for such equipment and service from Easy Ice pursuant to the terms and conditions set forth herein below; NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

As of the Commencement Date set forth in the Order Form, Easy Ice hereby agrees to install at Customer's business location the equipment listed in the Order Form (collectively, the "Equipment").

1. The term of this Agreement shall commence as of the installation date of the Equipment ("Commencement Date") and shall continue for 12 months until terminated in accordance with the terms of Section 9 or 10 below. The Setup Fee defined in the Order Form which is non-refundable and includes all applicable taxes (sales, use, or similar taxes) shall be due and payable in advance of Equipment installation. Customer acknowledges that the tax rate may periodically change as determined by government entities.

2. When the Equipment is installed, the first month's pro-rated Subscription Payment, including all applicable taxes (sales, use, or similar taxes), shall be due and payable. The first month's pro-rated Subscription Payment amount will be calculated by multiplying the daily rate, calculated by dividing the Monthly Subscription Payment amount by 30, by the number of days the Customer has the benefit of the Equipment in the partial month. A Monthly Subscription Payment, which includes all applicable taxes (sales, use, or similar taxes), shall be due and payable by Customer as of the first day of each month while the Agreement continues. An approved Payment method will be established by Customer through a separately executed Payment Authorization Form.

3. Customer acknowledges that it will use the Equipment in a manner consistent with all federal, state, and local government agency guidelines and laws and that all employees will operate the equipment consistent with the equipment manufacturer's guidelines. Customer shall pay all applicable taxes with respect to income generated by its use of the Equipment and any applicable property tax for the Equipment.

4. Customer agrees that it will provide at its own expense water, electricity, drainage, and operating temperatures as specified by the equipment manufacturer. Customer acknowledges that ice production of Equipment will vary with operating temperature (i.e., lower output at higher air/water temperatures) and Customer accepts the equipment manufacturer's published production standards as acceptable performance of the ice making Equipment.

5. Customer hereby acknowledges and agrees that it shall take normal care of the Equipment as if it owned the Equipment, and it shall keep the Equipment's exterior clean, engage in weekly surface and bin cleanings, and keep the Equipment's air filter clean. Customer further agrees that it will not relocate the machine nor will it make or authorize anyone else to make repairs, alterations, or additions to the Equipment. If Customer requires Equipment to be moved for any reason (including temporary repositioning for soda fountain or other equipment cleaning/repair), Customer will pay Easy Ice to perform such work. Customer acknowledges and agrees that it shall pay Easy Ice for any expenses Easy Ice incurs to repair or replace Equipment that has been lost or damaged due to abusive or non-standard use, riot, crime, fire, flood, excessive heat, freezing temperatures, natural disaster, or other acts of God.

6. Easy Ice will install all Equipment, make all necessary connections, conduct two preventive maintenance service calls per year, and provide all service and parts (including replacement water filters) such that the installed Equipment performs according to the manufacturer's production standards under conditions of normal wear and tear at no additional expense to Customer provided Customer provides the conditions noted in Section 4 and grants Easy Ice access to the equipment during normal business hours. If it is determined that the performance issue is a result of the Customer's failure to provide the conditions described in Section 4 or operator error, or if it is determined the equipment is performing to the manufacturer's standards, the Customer will be responsible to pay Easy Ice for related service calls on a time and materials basis.

7. If the Equipment fails to perform to the manufacturer's production standards due to normal wear and tear, upon proper notification, Easy Ice will either a) provide standard packaged ice in a quantity consistent with Equipment's production capacity)(i.e. not flaked or cubelet ice) at no charge or b) reimburse Customer for the purchase of standard packaged ice provided Easy Ice issued written approval (via fax or email) for such reimbursement prior to Customer's purchase of ice, until the Equipment has been repaired or replaced provided the Customer has continuously provided the conditions noted in Section 4. If it is determined that the performance issue is a result of the Customer's failure to provide the conditions described in Section 4 or operator error, or if it is determined the equipment is performing to the manufacturer's standards, the Customer will be responsible to pay for the packaged ice based on the quantity delivered.

8. Customer hereby acknowledges and agrees that the Equipment is and shall at all times during the term of this Agreement remain, the

property of Easy Ice, and Easy Ice's employees and agents shall have the right to enter upon the premises of Customer where the Equipment is located to inspect and service the Equipment.

9. After completion of the initial 12-month term, either party may provide thirty (30) days' written notice to the other of its intention to terminate the Agreement, whereupon Easy Ice's employees and agents shall have the right at the end of the thirty (30) day notice period (or such earlier date as the parties shall agree) to enter upon the premises of Customer where the Equipment is located and remove such Equipment without additional permission of Customer.

10. In the event Customer fails for any reason to make any payments owed to Easy Ice when due, Customer hereby acknowledges and agrees the Agreement shall be deemed to have automatically terminated and that Easy Ice's employees and agents shall have the right to enter upon the premises of Customer where the Equipment is located and remove such Equipment without additional permission of Customer or necessity of any legal action. In the event that Easy Ice removes its Equipment from Customer's location due to non-payment, and the initial 12-month term has been completed, this Subscription shall be deemed to have automatically terminated; and that Customer will owe Easy Ice payment for 30 days subscription from the date the equipment is removed. In the event that Easy Ice removes its Equipment from Customer's location due to non-payment or Customer's request, and the initial 12-month term has not been completed, the Customer will pay Easy Ice for all the remaining months' Subscription Payments within 30 days of removal of the Equipment. After such remaining Subscription Payments have been made, Subscription shall be deemed to have automatically terminated.

11. Subject to Easy Ice's obligations set forth in Sections 6 & 7, Customer acknowledges and agrees that Easy Ice is providing the Equipment "as is" and without any warranty. Easy Ice hereby disclaims all warranties with respect to the Equipment, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Customer specifically acknowledges and agrees that Easy Ice shall not be responsible for any injury to anyone or damage to any property. In no event shall Easy Ice be liable for any direct, indirect, punitive, incidental, special, or consequential damages whatsoever arising out of or connected with the use or misuse of the Equipment or failure of the Equipment to perform as intended.

12. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

13. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Customer shall not assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of Easy Ice.

14. This Agreement may be modified or amended only by a separately signed Subscription Agreement Addendum.

Azael Electrical And Lighting Design LLC

License #: 35965

7501 US 287 Frontage Rd. Ste. D3
Arlington, Texas 76001

6822334611

AzaelElectrical.com

info@azaelelectrical.com

Estimate 3366

SENT

Thrive Coffee

Service Address:

suite 760/201 West Kennedale Parkway
Kennedale, Texas 76060

Billing address:

suite 760/201 West Kennedale Parkway
Kennedale, Texas 76060

Date: May 14, 2024

Expiration Date: May 21, 2024

Status: Sent

Notes:

- Only includes what is listed.
- 1 year warranty for all material(s) and labor supplied by Azael Electrical.
- Azael Electrical is not responsible for any pre-existing electrical discrepancies found during installation.
- Any additional material(s) and/or labor to scope of work may be subjected to additional cost.
- Azael Electrical is not responsible to repair any drywall cuts that are done while installation of electrical components.
- Includes Electrical permit fees.
- A $2,500.00 deposit is required upon acceptance.

Item	Taxed	Amount
20 amp USB Outlets		**$2,158.83**
Labor & Overhead Includes labor to rough and trim: - 3 - 20 amp USB A and C combination outlets on Northeast wall. Tapping power from near by outlet. - 4 - 20 amp USB A and C combination outlets on Southeast wall. Tapping power from near by electrical panel. Will be install on its -1 - dedicated circuit for all - 4 - outlets.	Yes	
Materials & Gear Includes: - 7 - 20 amp USB A and C combination outlets - Mc wire and fittings - 1 - single pole 20 amp siemens breaker - Electrical enclosures - Hardware and straps	Yes	

Item	Taxed	Amount
Pendant Lights		**$1,136.15**
Labor & Overhead Includes labor to rough and trim: - 5 - customer provided pendant light fixtures. Tapping power from near by track light fixture.	Yes	
Materials & Gear Includes: - Mc wire and fittings - Electrical enclosures - Hardware and straps	Yes	

Item	Taxed	Amount
20 amp GFCI Outlet		**$1,560.15**
Labor & Overhead Includes labor to rough and trim: - 4 - 20 amp GFCI outlets on dedicated circuits in countertop area. Each will be supplied with its own 20 amp single pole breaker	Yes	
Materials & Gear Includes; - 4 - 20 amp GFCI outlets - MC and fittings - Electrical enclosures - Hardware and straps	Yes	

Item	Taxed	Amount
Allowances		**$753.90**
Labor & Overhead Includes labor, if needed, to ; - Replace - 2 - existing 2 pole 20 amp breaker with 2 pole 20 amp GFCI breakers - Replace - 3 - regular outlets with 20 amp GFCI outlets	Yes	
Materials & Gear Includes : - 2 - 2 pole 20 amp GFCI breakers - 3 - 20 amp GFCI outlets	Yes	

Item	Taxed	Amount
Permit Fees		**$200.00**
Permit Fees Pull Standalone electrical permit/Validate	Yes	

Here at Azael Electrical we are proud to say that we care! Call us if you have any questions or concerns.

*Please note the following:
-There will be a $40.00 fee for any and all returned checks. Fee will be invoiced to you along with the outstanding balance owed.

"The Dark Side Is No Match For Our Tool Belts"
Thank you for your business!

Subtotal	**$5,809.03**
Total	**$6,288.27**

WellsFargo.com

Enrollment with Zelle® through Wells Fargo Online® or Wells Fargo Business Online® is required. Terms and conditions apply. U.S. checking or savings account required to use Zelle®. Transactions between enrolled users typically occur in minutes. For your protection, Zelle® should only be used for sending money to friends, family, or others you trust. Neither Wells Fargo nor Zelle® offers a protection program for authorized payments made with Zelle®. The Request feature within Zelle® is only available through Wells Fargo using a smartphone. Payment requests to persons not already enrolled with Zelle® must be sent to an email address. To send or receive money with a small business, both parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience. For more information, view the Zelle® Transfer Service Addendum to the Wells Fargo Online Access Agreement. Your mobile carrier's message and data rates may apply. Account fees (e.g., monthly service, overdraft) may apply to Wells Fargo account(s) with which you use Zelle®.

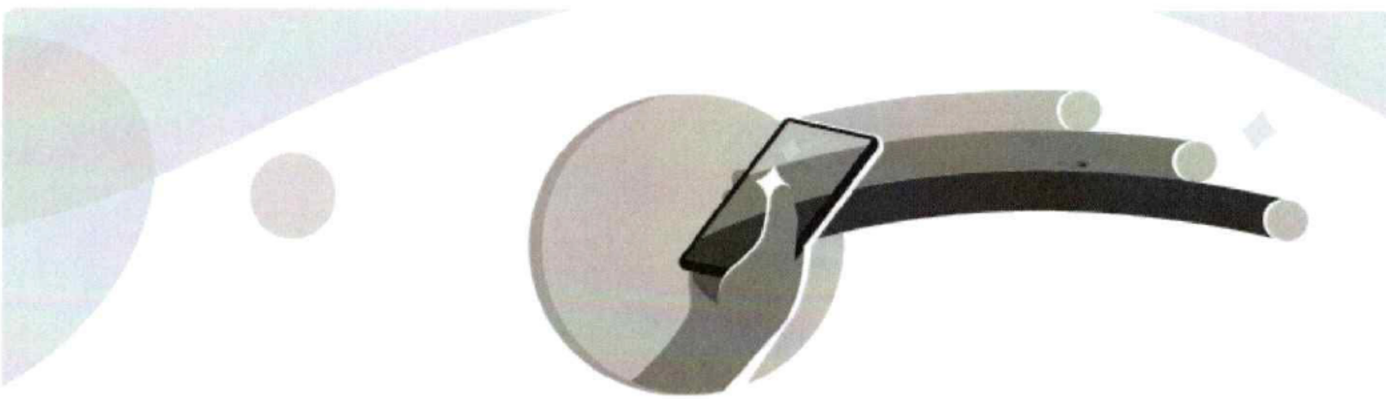
Please do not reply to this automated email.

3cf9347e-c7a2-4216-8a8a-4949586f72ff

[redacted]

Mon, May 13, 2024 at 2:54 PM

WELLS FARGO



You sent $130.00 to Amani

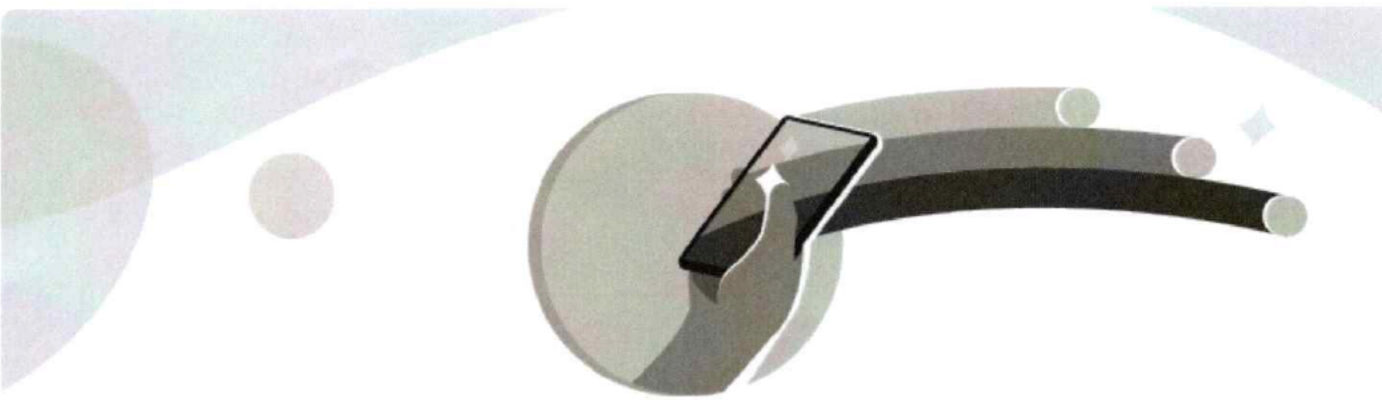
Date: **05/13/2024**

ebab3634-c175-4c23-85bd-bbf5c027f3ea

[redacted]

Fri, May 10, 2024 at 1:01 PM

WELLS FARGO



You sent $250.00 to Shannon

Date: **05/10/2024**

From account: **...1410**

Confirmation: **RP0S7QNXMZ**

Memo: **Thank you coffee case**

Send another payment

Didn't send this money? Please contact us.

SHOPPING CART (5)

Continue Shopping

ESTIMATED TOTAL **$968.84**

CHECKOUT

By submitting an order you are agreeing to our Privacy Policy and Terms & Conditions

IN-STORE PICKUP (5 PRODUCTS)

Mansfield
1925 FM 157, TX 76063

CHANGE STORE

Hevea II Butcher Block Countertop 8ft.

5

Remove

Subtotal: **$895.00**

$179.00/ piece

5 pieces
7 in stock

SKU: 100924380

Add To My Projects

Size: 96 x 25in.

Color: Natural

This item can be picked up **TOMORROW** for FREE
Change Store

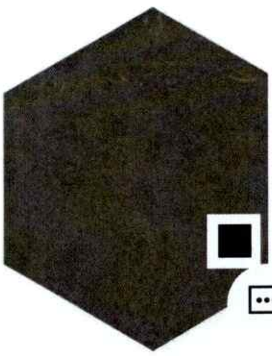
SUBTOTAL	**$895.00**
Estimated Taxes	$73.84
Ship to Store	$0.00
ESTIMATED TOTAL	**$968.84**

CHECKOUT

By submitting an order you are agreeing to our Privacy Policy and Terms & Conditions

HAVE A SAMPLE CREDIT?

CUSTOMERS ALSO BOUGHT



5:34

[redacted]

6/13/24 $1,398.00 >
Sent

History

6/13/24 $1.00 >
Sent

Meringue II Matte Ceramic Tile

$0.72 / piece

Size: 3 x 12

Add Sample

Sundance II Matte Porcelain Tile

$3.09 /sqft

Size: 15 x 30

Add Sample

Uptown Antracite II Matte Porcelain Tile

$2.89 /sqft

Size: 15 x 30

Add Sample

Uptown Night Hexagon Matte Porcelain Tile

$2.99 /sqft

Size: 9 x 11

Add Sa

Next Product

‹ › ×

×

Previous Next

Brand: **Grindmaster**

Model: **ESP3-220V**

Availability & Shipping

★★★★★ Write a review about this product ▶

$9,882.28 $5,435.26

TOTAL UNIT COST: $5,435.26

QTY 1 + − Add to Cart

Description

Specifications

The Cecilware Venezia II ESP3-220V two group espresso machine features touchpad operation and quick recovery to dispense preset portions of espresso quickly and easily! This two head espresso maker features a dual pressure gauge for monitoring water pressure and boiler steam pressure, and a heavy duty design for durability. Two and one cup filter holder assemblies and hoses are also included.
The Cecilware ESP2-220V 3 Group espresso machine requires a 240V electrical connection and must be hard wired; a line cord is included without a plug. ETL and NSF Listed. Please consult the Specification Sheet for additional details and installation requirements. Requires a water hookup. Overall dimensions are 37 7/8"W x 21 9/16"D x 21 1/2"H.

Venezia has 12 months warranty on all components, except electrical and electronic components and wear-and-tear parts. Note: In-line water filter must be installed for warranty to be in effect.

Features:

- The Cecilware Venezia II ESP3-220V automatic 3 group espresso machine is the most reliable machine available for low volume environments.
- Fully Automatic Dispense single or double espresso, 1 or 2 cups at a time, or choose continuous flow
- Dual Pressure Gauge - readouts for the dispensing water pressure & boiler steam pressure.
- User Friendly - Microprocessor technology, featuring touch pad controls & LED display.
- Heavy Duty Design - Built-in 260W motor & 200-300 qt/hr pump.
- Sight Glass - For instant & easy monitoring of the water tank level.
- Auto Cleaning Function - Flushes the line to the brew head.
- Stainless Steel Dual Boiler.
- Hot Water Dispensing Valve.
- Electrical: 240V / 6.5KW / 27A
- 2 Group, Cups/Hour - 720

Electrical

Wattage
6500

Amperage
27

Voltage
220

Weight
185 lb

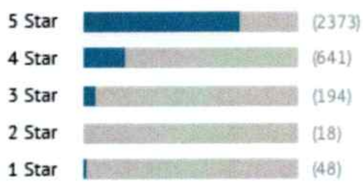
Ship Freight Only

Yes

We're currently collecting product reviews for this item. In the meantime, here are some reviews from our past customers sharing their overall shopping experience.

4.6

Out of 5.0



Overall Rating

92%

of customers that buy from this merchant give them a 4 or 5-Star rating.

Write a review about this product ▶

Verified Buyer

June 19, 2024 by Maral M. (CA, United States)

“They were communicative and things went smoothly”

Verified Buyer

June 13, 2024 by Valerie Y. (NM, United States)

Gmail

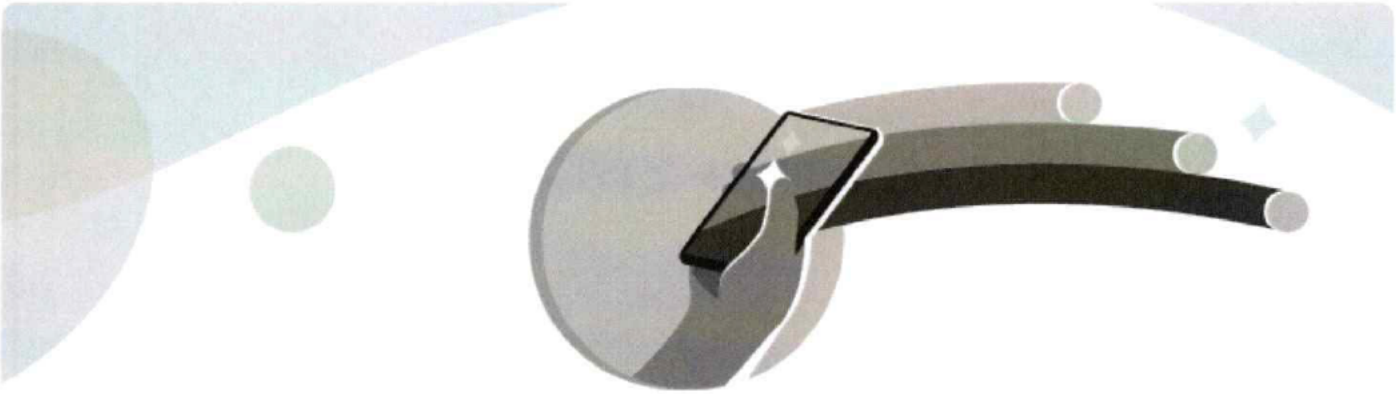
Patrick Ingram <1patrickingram@gmail.com>

You sent money with Zelle(R)

[redacted]

Sat, Jun 8, 2024 at 5:51 PM

WELLS FARGO



You sent $84.00 to Susie

Date: **06/08/2024**

From account: **...1410**

Confirmation: **WFCT0SBBD5JR**

Memo: **Coffee decor**

Send another payment

Didn't send this money? Please contact us.

WellsFargo.com

Enrollment with Zelle® through Wells Fargo Online® or Wells Fargo Business Online® is required. Terms and conditions apply. U.S. checking or savings account required to use Zelle®. Transactions between enrolled users typically occur in minutes. For your protection, Zelle® should only be used for sending money to friends, family, or others you trust. Neither Wells Fargo nor Zelle® offers a protection program for authorized payments made with Zelle®. The Request feature within

FIXIT TRADESMAN LLC
682-252-2828
RENOVATION
REMODEL
CONSTRUCTION

Electrical & Bar Remodel

0201-EBR

FIXIT Tradesman LLC
Joseph Smith

Date: May 13, 2024

Bill To:

Patara Williams
201 W. Kennedale Pkwy #760
Kennedale, Tx. 76060

Estimated Cost: $4,785.37

Item	Quantity	Rate	Amount
Materials	1	$985.37	$985.37
Labor	1	$3,800.00	$3,800.00

Subtotal:	$4,785.37
Tax (0%):	$0.00
Total:	$4,785.37

Notes:

Project Notes:

Electrical Work:

1. Installation of 7 power/USB receptacles strategically placed throughout the commercial space to ensure convenient access for your needs.

2. Installation of 5 GFCI receptacles behind the bar area, meeting safety standards and providing ample power supply.

3. Additional breakers will be installed to meet the increased power demands of the new receptacles, ensuring optimal electrical performance.

Lighting Installation:

Wiring and installation of 5 lights centered over the bar, designed to enhance the ambiance and functionality of your space.

Bar Renovation:

1. Removal of the current bar top to prepare for the installation of butcher block countertops.

2. Installation of butcher block countertops on the bar, providing a durable and stylish surface for your workspace.

Inclusions:

All electrical work will be performed by licensed electricians.

This estimate includes all necessary materials for the electrical work and bar top installation.

Debris removal and disposal are also included to ensure a clean and hassle-free renovation process.

Exclusions:

Please note that permitting costs associated with the project are not included in this estimate.

Terms:

Deposit and Payment:

A 30% deposit is required to schedule the project and purchase the necessary materials. The preferred payment method for the deposit and subsequent payments is Zelle @ 682-252-2828 (FIXIT Tradesman LLC). Alternative payment options may be available upon request and mutual agreement.

Cancellation and Refund:

A full refund, minus any non-returnable materials already purchased, will be provided if the project is canceled with a minimum of 72-hour notice before the scheduled start date. No refunds will be issued if the cancellation is made within 72 hours of the project's start. Rescheduling the project may be considered if a notice of cancellation is given at least 72 hours before the scheduled start date.

Workmanship Guarantee:

A 30-day workmanship guarantee is provided for the completed project.
This guarantee covers any issues arising from the quality of workmanship during the specified period. If any problems occur within the guarantee period, repairs will be conducted at no additional cost.

Exclusive Material Management:

While our preferred approach is to manage all project materials, should the client opt to supply materials, they agree to:

1. Ensure all required materials are on-site at the project's initiation.
2. Take full responsibility for accurate quantity calculations.
3. Accept additional charges for any delays, increased labor costs, or project interruptions caused by unavailability, miscalculation, or the need for us to deliver customer-supplied materials.

These terms are binding and integral to our agreement, ensuring a seamless project experience for both parties

Change Orders:

Any changes or modifications to the project scope requested by the client after the initial agreement may result in additional costs. Change orders will be discussed, documented, and agreed upon by both parties before implementation.

Liability:

The contractor assumes responsibility for any damage caused to the property during the project execution. The client is responsible for securing any necessary permits or permissions required for the project.

Insurance:

The contractor maintains appropriate liability insurance coverage for the duration of the project. Proof of insurance coverage can be provided upon request.

Completion Timeframe:

The estimated completion timeframe will be discussed and agreed upon before the start of the project. Unforeseen circumstances, such as adverse weather conditions, may impact the completion timeframe. In such cases, the client will be notified promptly.

Communication:

Regular communication between the client and the contractor will be maintained throughout the project to address any concerns or questions.
The client will be kept informed of the progress and any deviations from the original plan.

Estimate Expiry Clause:
This estimate is valid for acceptance within 30 days from the date of issuance. After this period, we reserve the right to review and revise the estimate based on any changes in material costs, labor rates, or project specifications. Should you wish to proceed with the project after the expiration of this estimate, we will provide a revised estimate for your consideration.

Gmail

Patrick Ingram <1patrickingram@gmail.com>

You sent $1,000 to Patara Williams for design

1 message

[redacted]

Wed, Mar 13, 2024 at 4:45 PM

Patara Williams

Payment to $PtarsCookieJar

$1,000.00

for design

Completed

Amount	$1,000.00
Source	Cash
Identifier	#PS534GC
To	Patara Williams
From	Patrick Ingram

Gmail

Patrick Ingram <1patrickingram@gmail.com>

You sent $400 to Patara Williams for work thrive

1 message

[redacted]

Mon, May 6, 2024 at 5:31 PM

Patara Williams

Payment to $PtarsCookieJar

$400.00

for work thrive

Completed

Amount	$400.00
Source	Wells Fargo
Identifier	#SPASH5H
To	Patara Williams
From	Patrick Ingram

Gmail

Patrick Ingram <1patrickingram@gmail.com>

You sent $700 to Patara Williams for work thrive

[redacted]

Sat, May 11, 2024 at 11:21 AM

Patara Williams

Payment to $PtarsCookieJar

$700.00

for work thrive

Completed

Amount	$700.00
Source	Wells Fargo
Identifier	#Y0DE0Z8
To	Patara Williams
From	Patrick Ingram

How doers get more done.

201 ROAD TO SIX FLAGS WEST
ARLINGTON, TX 76011 (817)459-4300

0554 00051 32444 03/12/24 04:20 PM
SALE SELF CHECKOUT

077089601305 6PCTRAYKIT <A> 11.97
BETTER 9 IN TRAY SET - 6 PIECE
056198714687 PPGZERO 1G <A>
PPG SPDHIDE ZERO INT FLT WT/B1 124OZ
2@19.98 39.96

SUBTOTAL	51.93
SALES TAX	4.28
TOTAL	$56.21
CASH	100.00
CHANGE DUE	43.79

0554 03/12/24 04:20 PM

0554 51 32444 03/12/2024 5509

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	06/10/2024

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DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 65731 65228
PASSWORD: 24162 65177

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

How doers get more done.

1725 N US HWY 287
MANSFIELD, TX 76063 (817)453-4038

6568 00051 12743 03/13/24 09:28 PM
SALE SELF CHECKOUT

6930372900285 CAULK GUN <A> 4.98
ANVIL SMOOTH ROD 10 OZ CAULK GUN
070798184251 ALEXFD 10.1 <A> 5.28
ALEX FAST DRY WHITE 10.1 OZ
037504086759 MKBRASSKEY <A>
MINUTE KEY BRASS KEY
3@3.97 11.91
051652200058 PRIMER <A>
KILZ 2 PRIMER 20005 2 GAL
2@29.98 59.96
638060659755 1.5SHARP 3PK <A> 22.88
SCOTCHBLUE 1.41 SHARP LINES 3PK

SUBTOTAL	105.01
SALES TAX	8.66
TOTAL	$113.67
CASH	120.00
CHANGE DUE	6.33

6568 03/13/24 09:28 PM

6568 51 12743 03/13/2024 1872

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	06/11/2024

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H86 32343 25826
PASSWORD: 24163 25775

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

MISSION® RESTAURANT SUPPLY

Quote

06/11/2024

Project:
Thrive Coffee
Patrick Ingram

From:
Mission Restaurant Supply - Ft. Worth
Amos Finger
2524 White Settlement Rd
Fort Worth , TX 76107
(817)265-3973

Job Reference Number: 28452

Item	Qty	Description	Sell	Sell Total
1	1 ea	**ICE MAKER WITH BIN, CUBE-STYLE** Easy Ice Model No. EI-IM200B MONTHLY RENTAL of Hoshizaki IM-200BAC Ice Maker with Bin, square cube style, production capacity up to 188 lb/24 hours at 70°/50° (150 lb AHRI certified at 90°/70°), 75 lb built-in storage capacity, air-cooled self-contained condenser, stainless steel finish, Evercheck™ alert system, (5) 6" legs, R404 refrigerant, 115v/60/1-ph, 7.5 amps, cord & NEMA 5-15P, NSF, cETLus, UL	$199.00	$199.00
			ITEM TOTAL:	**$199.00**

Merchandise	$199.00
Tax 8.25%	$16.42
Total	$215.42

Due to the current volatility of manufacturer pricing, all prices are subject to potential price increase.

PAYMENT TERMS on Stock Equipment and Supplies

All orders must be paid in full prior to pick up or delivery.

PAYMENT TERMS on All Special Order Equipment and Supplies

50% Down with Remaining Balance Due Prior to Delivery
PAYMENT TERMS on Installation
50% Down prior to start of installation, Balance due immediately upon completion

CREDIT CARD PAYMENT

A 3% processing fee may apply.

RETURN POLICY

We will refund 100% of the purchase price of any **REGULARLY STOCKED** item purchased, provided the item is returned within 30 days of purchase. The item(s) must be unused, in the manufacturer's packaging, and you must have a **RECEIPT**. Refunds exceeding $200.00 will take 7-10 business working days to process. Purchases placed on a credit card will be issued a credit back to the same credit card. We will **NOT** issue credit for any item purchased over 30 days ago. Returned items will be subject to a 20% restocking charge. New equipment, accessories or parts that have been used, custom manufactured, or made-to-order will **NOT** be returned. Freight is **NON-REFUNDABLE.**

SPECIAL ORDERS

All Special Order, Made-to-Order, and Non-Stock items are **NON-RETURNABLE** and **NON-REFUNDABLE.**

STANDARD EXCLUSIONS

Plumbing and electrical hook-ups, including all indirect waste drains, back flow preventers, roof penetrations/resealing, curbs, supports, and pads are not included in this quote unless otherwise indicated.

SALES TAX

Any sales or use tax associated with the transaction(s) shall be paid by the Purchaser in full compliance with applicable law and may be added to the final invoice. Purchaser will provide the appropriate sales tax exemption certificate for the eligible items/services to be tax exempt.

ADDITIONAL FEES

Fees associated with freight, handling or processing may apply.

INSTALL/DELIVERY/DISPOSAL

MRS will deliver to front door, back door or dock. For **DELIVERY and INSTALL**, any packaging will be removed, plastic will be peeled (if desired), and accessories installed. **CONNECTION TO PLUMBING AND ELECTRICAL BY OTHERS. PRIOR** to installation, the old equipment must be emptied, disconnected from all utilities, and removed. MRS will not empty the equipment. Disconnection from gas lines and hardwiring to be done by others. There are (3) options for equipment removal: (1) **UNINSTALL AND DISPOSAL BY OTHERS** – equipment uninstalled and removed by others, (2) **DISPOSAL ONLY** - MRS will haul off already uninstalled equipment from premises for proper disposal. (3) **UNINSTALL AND DISPOSAL BY MRS** – MRS will uninstall equipment (disconnection from gas lines and hardwiring to be done by others), recover any refrigerant (if applicable) and haul off premises for proper disposal. For **DELIVERY ONLY**, item will remain crated or boxed and will **NOT** be taken inside the building.

Additional charges may apply if above installation requirements are not followed.

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. Box 12157, Austin, TX 78711. (800) 803-9202, (512) 463-6599. www.tdlr.texas.gov Texas Refrigeration Licenses #TACLB42276C, #TACLB022617R, #TACLB020056R, #TACLB26723R

Acceptance: Patrick Ingram Date: 06/11/2024 1:25:49 PM CDT

Printed Name: Patrick Ingram

Project Grand Total: $215.42

BRAVO EATS KITCHEN

$476.63 PER MONTH

20 HOURS PER WEEK KITCHEN RENTAL

Wells Fargo nor Zelle® offers a protection program for authorized payments made with Zelle®. The Request feature within Zelle® is only available through Wells Fargo using a smartphone. Payment requests to persons not already enrolled with Zelle® must be sent to an email address. To send or receive money with a small business, both parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience. For more information, view the Zelle® Transfer Service Addendum to the Wells Fargo Online Access Agreement. Your mobile carrier's message and data rates may apply. Account fees (e.g., monthly service, overdraft) may apply to Wells Fargo account(s) with which you use Zelle®.

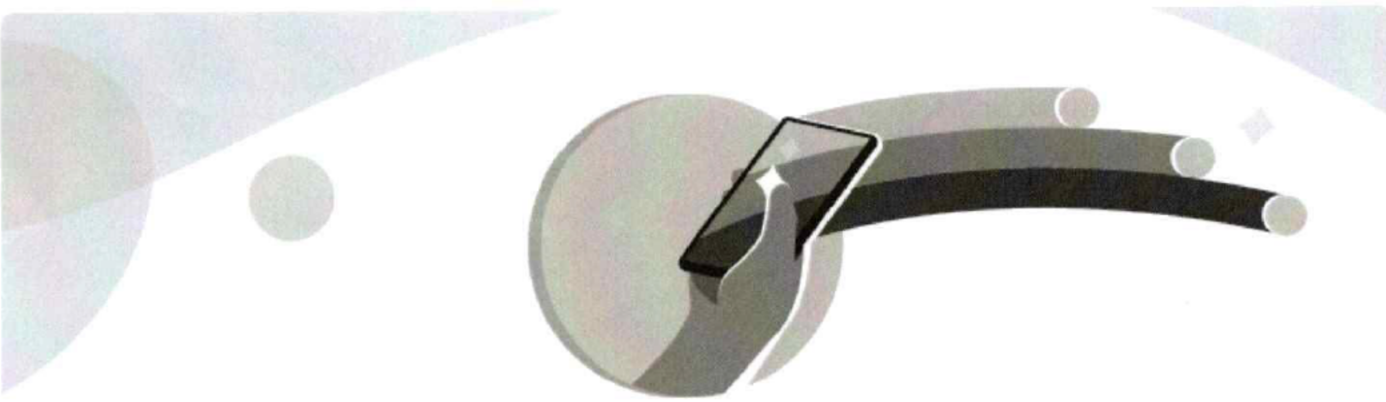
Please do not reply to this automated email.

1e43ffe1-a83e-47b0-a45a-77aaa7ebd1c3

[redacted]

Mon, May 13, 2024 at 2:54 PM

WELLS FARGO



You sent $700.00 to Amani

Date: **05/13/2024**

From account: **...1410**

Confirmation: **RP0S7ZG7QJ**

Send another payment

Didn't send this money? Please contact us.

Gmail

Patrick Ingram <1patrickingram@gmail.com>

You spent $47.97 at Intuit Quickbooks

[redacted]

Tue, Jun 18, 2024 at 4:49 PM

Intuit Quickbooks

$47.97

Pending

Amount	$47.97
Source	Cash Card

Downing Law Firm

TRUST REQUEST

1176 West Pioneer Parkway
Arlington, Texas 76013

Trust Request # 498
Date: 03/15/2024
Due Upon Receipt

Patrick A. Ingram
[redacted]

01362-Ingram-Commercial Lease Review

Commercial Lease Review

Outstanding Trust Request

Date	Notes	Total
03/15/2024	Retainer for Commerical Lease. Billed at $300 per hour.	$450.00
	Total	**$450.00**

Please make all amounts payable to: Downing Law Firm

Handyman Plus LLC

5155 Briarwood Lane | Fort Worth, Texas 76112
6823463542 | handymanplusllcinfo@gmail.com

RECIPIENT:

Patrick Ingram
201 West Kennedale Parkway
Suite 760
Kennedale, Texas 76060

Invoice #39

Issued	Jun 07, 2024
Due	Jul 06, 2024
Paid	Jun 08, 2024
Total	**$465.00**
Account Balance	$1,400.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jun 07, 2024				
Stain, seal countertop	Sand, stain, and seal butcherblock	1	$465.00	$465.00

PAID

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	**$465.00**
Paid	– $465.00
Invoice balance	**$0.00**
Account balance	$1,400.00

INVOICE

Baylus Painting & Services LLC
Fort Worth, TX

bayluspainting@gmail.com
+1 (682) 352-1378
www.bayluspainting.com

BAYLUS PAINTING
& SERVICES

Patrick Ingram
Bill to
Patrick Ingram
201 W Kennedale Parkway Apt 760

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		Walls				$500.00	$500.00
2.		Bar				$150.00	$150.00
3.		Paint trim				$150.00	$150.00
4.		Ceiling	Master Bedroom			$300.00	$300.00

Total **$1,100.00**

Ways to pay

Pay VISA DISCOVER BANK

Note to customer

Thank you for your business.

FIXIT TRADESMAN LLC
682-252-2828
RENOVATION
REMODEL
CONSTRUCTION

Electrical Installation Invoice

0201-EIE-I-F

FIXIT Tradesman LLC
Joseph Smith

Date: Jun 7, 2024

Balance Due: $2,318.92

Bill To:

Thrive Coffee
c/o Patrick Ingram
201 W. Kennedale Pkwy #760
Kennedale, Tx. 76060

Item	Quantity	Rate	Amount
Materials	1	$668.92	$668.92
Labor	1	$2,650.00	$2,650.00

Subtotal:	$3,318.92
Tax (0%):	$0.00
Total:	$3,318.92
Amount Paid:	$1,000.00

Notes:
Project deposit received on 06/03/2024 ($1,000.00)

Project Notes:

Electrical Work:

1. Installation of 7 power/USB receptacles strategically placed throughout the commercial space to ensure convenient access for your needs.

2. Installation of 5 GFCI receptacles behind the bar area, meeting safety standards and providing ample power supply.

3. Additional breakers will be installed to meet the increased power demands of the new receptacles, ensuring optimal electrical performance.

Inclusions:

All electrical work will be performed by licensed electricians.

Debris removal and disposal are also included to ensure a clean and hassle-free renovation process.

Exclusions:

Please note that permitting costs associated with the project are not included in this estimate.

Terms:
Deposit and Payment:

A 30% deposit is required to schedule the project and purchase the necessary materials. The preferred payment method for the deposit and subsequent payments is Zelle @ 682-252-2828 (FIXIT Tradesman LLC). Alternative payment options may be available upon request and mutual agreement.

Cancellation and Refund:

A full refund, minus any non-returnable materials already purchased, will be provided if the project is canceled with a minimum of 72-hour notice before the scheduled start date. No refunds will be issued if the cancellation is made within 72 hours of the project's start. Rescheduling the project may be considered if a notice of cancellation is given at least 72 hours before the scheduled start date.

Workmanship Guarantee:

A 30-day workmanship guarantee is provided for the completed project.
This guarantee covers any issues arising from the quality of workmanship during the specified period. If any problems occur within the guarantee period, repairs will be conducted at no additional cost.

Exclusive Material Management:

While our preferred approach is to manage all project materials, should the client opt to supply materials, they agree to:

1. Ensure all required materials are on-site at the project's initiation.
2. Take full responsibility for accurate quantity calculations.

3. Accept additional charges for any delays, increased labor costs, or project interruptions caused by unavailability, miscalculation, or the need for us to deliver customer-supplied materials.

These terms are binding and integral to our agreement, ensuring a seamless project experience for both parties

Change Orders:

Any changes or modifications to the project scope requested by the client after the initial agreement may result in additional costs. Change orders will be discussed, documented, and agreed upon by both parties before implementation.

Liability:

The contractor assumes responsibility for any damage caused to the property during the project execution. The client is responsible for securing any necessary permits or permissions required for the project.

Insurance:

The contractor maintains appropriate liability insurance coverage for the duration of the project. Proof of insurance coverage can be provided upon request.

Completion Timeframe:

The estimated completion timeframe will be discussed and agreed upon before the start of the project. Unforeseen circumstances, such as adverse weather conditions, may impact the completion timeframe. In such cases, the client will be notified promptly.

Communication:

Regular communication between the client and the contractor will be maintained throughout the project to address any concerns or questions.
The client will be kept informed of the progress and any deviations from the original plan.

Estimate Expiry Clause:
This estimate is valid for acceptance within 30 days from the date of issuance. After this period, we reserve the right to review and revise the estimate based on any changes in material costs, labor rates, or project specifications. Should you wish to proceed with the project after the expiration of this estimate, we will provide a revised estimate for your consideration.

Invoice

Sanchez Ligting Co TECL#27082
2029 Sharpshire Ln
Arlington, TX 76014
Mobile Phone: (817)-308-8302
zeke.sanchez@yahoo.com

Invoice Number: I240330235
Invoice Date: Mar 30, 2024
Payment Terms: Due On Receipt
Invoice Amount: 865.00
Created By: Ezequiel Sanchez

Billing Address
Thrive Coffee
201 W Kennedale Pkwy Ste 760 Kennedale, TX 76...
Kennedale, TEXAS

Shipping Address
Thrive Coffee

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1457	Electrical Install Job date : 03/25/2024 Job address 201 W Kennedale Pkwy Ste 760 Kennedale, TX 76060 United States	1.00	0.00		0.00
1469	Includes Labor & materials to install electrical system in a workmanlike manner as per city & state codes. Adding 1-240v 3wire 30 amp circuit for espresso machine w/240v breaker at panel board W/standard breaker (780.00$) Adding a 240v 3 wire 30 amp plug for existing out let opening 85.00$ Install (3) blank 2g covers on back splash Now due (85.00) Note in the event that we do the installation we will dismiss the fee	1.00	865.00		865.00
1435	Note Please Make Check Payable To : Ezequiel Sanchez 2029 Sharpshire Ln Arlington Tx 76014	1.00	0.00		0.00
1436	Note Texas Department of Licensing & Regulations Austin Tx 78711 1800-803-9202	1.00	0.00		0.00

INVOICE

LavaeStudio
730 Glenwood Ave
Atlanta, GA 30312

lamarvason@gmail.com
+1 (216) 682-5721

Patrick Ingram

Bill to
Patrick Ingram
Thrive Coffee

Ship to
Patrick Ingram
Thrive Coffee

Invoice details
Invoice no.: 0024
Terms: Due on receipt
Invoice date: 06/03/2024
Due date: 06/04/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Hours	Thrive Coffee	8	$50.00	$400.00

Subtotal	$400.00
Sales tax	$35.60
Total	**$435.60**
Deposit	$200.00
Payment	-$235.60
Balance due	**$0.00**

Ways to pay

Pay VISA DISCOVER BANK

Paid in Full

Handyman Plus LLC
5155 Briarwood Lane | Fort Worth, Texas 76112
6823463542 | handymanplusllcinfo@gmail.com

RECIPIENT:

Transaction date May 15, 2024

Patrick Ingram

201 West Kennedale Parkway
Suite 705
Kennedale, Texas 76060

Receipt for Payment

Amount: $1,275.00
Tip: $60.00
Total: $1,335.00

Transaction date: May 15, 2024
Method of payment: Credit/debit card

Payment applied to Invoice #26

www.mainauctionservices.com

2100 E UNION BOWER RD IRVING TX 75061; 972-579-4612
3114 S COOPER ST ARLINGTON TX 76015; 682-252-4020

Invoice#052424-29715-172020

Invoice Date	May 24,2024
Balance Due	0.00

Invoice To
Thrive Coffee
29715 - Patrick Ingram
337 kennedale sublett rd 2102,
Kennedale , Texas- 76060

Ship To
337 kennedale sublett rd 2102,
Kennedale , Texas- 76060

[redacted]

CALL TO MAKE APPOINTMENT 972-579-4612! NO APPOINTMENT NO PICK UP!

****PICK UP TIMES Are Monday MAY 27th, Tuesday MAY 28th & Wednesday MAY 29th AT 2100 E UNION BOWER RD From 9:00am to 4:30pm. AFTER WEDNESDAY $50 LATE FEE PER DAY FOR ANY LATE PICKUP**

Item	Qty	Amount
3548 - 3548 96"X37" WOOD TOP METAL BASE TABLE	1	221.1
3689 - 3689 NEW! SIR PLASTIC MOP BUCKET	2	12.1

Items:	2
Bid Total:	233.20
Premium:	30.32
Fees:	7.00
Sub Total :	270.51
Tax:	21.74
Total Invoice:	292.26
V 029286:	292.26
Balance Due:	0.00

Complete merchandise received by ______________________________ Date__________

I acknowledge and accept without recourse that I have purchased the above item(s) at public auction "as is, where is", without warranty or guarantee of any kind. I will not stop payment, dispute or otherwise contest this transaction. *ALL SALES ARE FINAL***

INVOICES TOTALING $10,000.00 OR MORE MUST BE PAID WITH WIRE TRANSFER OR CASHIER CHECK.

Invoice# 031524-29715-160092

Invoice Date	Mar 15,2024
Balance Due	0.00

www.mainauctionservices.com

3114 S COOPER ST ARLINGTON TX 76015; 682-252-4020
1310 W MAIN ST GRAND PRAIRIE TX 75050, 972-642-0513

Invoice To
Thrive Coffee
29715 - Patrick Ingram
337 kennedale sublett rd 2102,
Kennedale , TX- 76060

Ship To
337 kennedale sublett rd 2102,
Kennedale , Texas- 76060

[redacted]

CALL TO MAKE APPOINTMENT 972-642-0513! NO APPOINTMENT NO PICKUP!

****PICK UP TIMES Are Monday MARCH 18th, Tuesday MARCH 19th & Wednesday MARCH 20th , AT 1310 W MAIN ST From 9:00am to 4:00pm. AFTER WEDNESDAY $50 LATE FEE PER DAY FOR ANY LATE PICKUP**

Item	Qty	Amount
8276 - 8276 DELFIELD 40" MILK COOLER ON CASTERS	1	40.00
8289 - 8289 TRAULSEN 30" TWO HALF DOOR REFRIGERATOR	1	429.55
8291 - 8291 LOW TEMP 66.25" ICE CREAM FREEZER	1	155.00
8337 - 8337 NEW! CEILING MOUNT 8 BULB CHANDELIERS (NEEDS ASSEMBLY)	2	22.00

Items:	4
Bid Total:	646.55
Premium:	84.05
Fees:	19.40
Sub Total :	750.00
Tax:	60.28
Total Invoice:	810.28
V 092942:	810.28
Balance Due:	0.00

Complete merchandise received by ______________________ Date__________

I acknowledge and accept without recourse that I have purchased the above item(s) at public auction "as is, where is", without warranty or guarantee of any kind. I will not stop payment, dispute or otherwise contest this transaction. *ALL SALES ARE FINAL***

INVOICES TOTALING $10,000.00 OR MORE MUST BE PAID WITH WIRE TRANSFER OR CASHIER CHECK.

STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: **145846**

[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

RENTAL DURATION	DUE BACK	FOR ASSISTANCE CALL
4 Hours	May. 29 @ 7:46pm	(817)453-7066

Deposit Trans: Register #: 90 Transaction #: 94020 Date: 05/29/24 eDeposit #: 65682405290734611145846 51

Customer Name:	PATRICK INGRAM	Date Out:	05/29/2024 - 3:46 PM
Insurance Carrier:	progressive	Date Due:	05/29/2024 - 7:46 PM
Policy Number:	967809794	Date In:	
Expiration Date:	09/23/2024		

Rental ID	Item Description	75 Minutes	4 Hours	1 Day	2 Days	1 Week	4 Weeks	Contract Amt.*
45-003-21891	**Cargo Van** 1/2 Full	$19	$107	$129	$258	$903	$3,612	**$107**

Rental Subtotal	**$107.00**
Damage Protection	**$10.70**
Estimated Tax	**$11.58**
Estimated Total	**$117.7(**
Deposit - PAID	**$ (150.00)**
(OTHER ending 9807)	

FUEL LEVEL

Vehicle must be refueled before returning to store. A surcharge of $10.00/gal may apply
*Every 1/16th is approximately 1.5 gallons of gas

E 1/16 1/8 3/16 1/4 5/16 3/8 7/16 **1/2** 9/16 5/8 11/16 3/4 13/16 7/8 15/16 F

VEHICLE LOSS AND DAMAGE

Responsibility is for all loss of and damage to the vehicle as provided in paragraph 4. Renter's responsibility for loss and damage continues until the vehicle is returned to The Home Depot where it was rented during that store's regular hours and it is inspected and checked-in by The Home Depot. Personal injury and property damage: to the extent allowed by law, The Home Depot does not provide any liability protection for personal injury and property damage to others caused by operation or use of the vehicle (paragraph 5). To the extent applicable law requires The Home Depot to provide liability protection, its terms are in paragraphs 5 and 6. Passengers are not permitted in the cargo area. Vehicle must be returned to this store before closing on the due date specified on each page of rental agreement. Maximum load capacity 3000 lbs. Balance all loads - load heaviest items at front. Renter assumes all liability for loading even if The Home Depot assists with loading.

STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: **145846**

[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

RENTAL DURATION	DUE BACK	FOR ASSISTANCE CALL
4 Hours	May. 29 @ 7:46pm	(817)453-7066

Deposit Trans: Register #: 90 Transaction #: 94020 Date: 05/29/24 eDeposit #: 6568240529073461114584651

Customer Name:	PATRICK INGRAM	Date Out:	05/29/2024 - 3:46 PM
Insurance Carrier:	progressive	Date Due:	05/29/2024 - 7:46 PM
Policy Number:	967809794	Date In:	
Expiration Date:	09/23/2024		

Rental ID	Item Description	75 Minutes	4 Hours	1 Day	2 Days	1 Week	4 Weeks	Contract Amt.*
45-003-21891	**Cargo Van** 1/2 Full	$19	$107	$129	$258	$903	$3,612	**$107**

Rental Subtotal	**$107.00**
Damage Protection	**$10.70**
Estimated Tax	**$11.58**
Estimated Total	**$117.70**
Deposit - PAID	**$ (150.00)**
(OTHER ending 9807)	

FUEL LEVEL

Vehicle must be refueled before returning to store. A surcharge of $10.00/gal may apply
*Every 1/16th is approximately 1.5 gallons of gas

E 1/16 1/8 3/16 1/4 5/16 3/8 7/16 1/2 9/16 5/8 11/16 3/4 13/16 7/8 15/16 F

VEHICLE LOSS AND DAMAGE

Responsibility is for all loss of and damage to the vehicle as provided in paragraph 4. Renter's responsibility for loss and damage continues until the vehicle is returned to The Home Depot where it was rented during that store's regular hours and it is inspected and checked-in by The Home Depot. Personal injury and property damage: to the extent allowed by law, The Home Depot does not provide any liability protection for personal injury and property damage to others caused by operation or use of the vehicle (paragraph 5). To the extent applicable law requires The Home Depot to provide liability protection, its terms are in paragraphs 5 and 6. Passengers are not permitted in the cargo area. Vehicle must be returned to this store before closing on the due date specified on each page of rental agreement. Maximum load capacity 3000 lbs. Balance all loads - load heaviest items at front. Renter assumes all liability for loading even if The Home Depot assists with loading.

STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: **146274**
Status: CLOSED

[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

ACTUAL DURATION
7 Hours, 39 Seconds

Deposit Trans:	Register #: 90	Transaction #: 17054	Date: 06/13/24	eDeposit #: 6568240613073243414627454
Charge Trans:	Register #: 90	Transaction #: 17807	Date: 06/13/24	eDepositt #· 6568240613073243414627454

Customer Name:	PATRICK INGRAM	Date Out:	06/13/2024 - 12:24 PM
		Date Due:	06/13/2024 - 4:24 PM
Insurance Carrier:	PROGRESSIVE	Date In:	06/13/2024 - 7:25 PM
Policy Number:	967 809 794		
Expiration Date:	09/23/2024		

Tool Description	Charges	Amount
12' Box Truck (65-001-92810) IN	Tool Rental Fee	$139.00
	SubTotal	$139.00

Rental Subtotal	$139.00
Damage Protection*	$20.85
Sales Tax	$1.72
Vehicle Rental Tax	$13.90
Contract Total	**$175.47**
Deposit - PAID 06/13/24 (OTHER ending 9807)	$150.00
Balance Charged (OTHER ending 9807)	**$25.47**
Outstanding Balance	$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: **145157**
Status: CLOSED

[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

ACTUAL DURATION
3 Hours, 37 Minutes

Deposit Trans:	Register #: 90	Transaction #: 58165	Date: 05/05/24	eDeposit #: 6568240505073565914515759
Refund Trans:	Register #: 90	Transaction #: 58504	Date: 05/05/24	eDeposit #: 6568240505073565914515759

Customer Name:	PATRICK INGRAM	Date Out:	05/05/2024 - 2:57 PM
		Date Due:	05/05/2024 - 6:57 PM
Insurance Carrier:	PROGRESSIVE	Date In:	05/05/2024 - 6:34 PM
Policy Number:	967 809 794		
Expiration Date:	09/23/2024		

Tool Description	Charges	Amount
Flatbed Truck (95-001-21507)	Tool Rental Fee	$82.00
	Price Adjustment	- $5.00
IN	SubTotal	$77.00

Rental Subtotal	$77.00
Damage Protection*	$7.70
Sales Tax	$0.64
Vehicle Rental Tax	$7.70
Contract Total	**$93.04**
Deposit - PAID 05/05/24 (OTHER ending 9807)	-$150.00
Balance Returned (OTHER ending 9807)	**-$56.96**
Outstanding Balance	$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

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TERMS & CONDITIONS

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CONTRACT #: 119586
Status: CLOSED

STORE 0507 Grand Prairie
3850 S Carrier Pkwy
Grand Prairie, TX 75052

[redacted]

Rental Center Hours
MON 6A-10P TUE 6A-10P WED 6A-10P THU 6A-10P FRI 6A-10P SAT 6A-10P SUN 8A-8P

ACTUAL DURATION
3 Hours, 39 Minutes

Deposit Trans:	Register #: 90	Transaction #: 47366	Date: 03/19/24	eDeposit #: 0507240319073040211958652
Refund Trans	Register #: 90	Transaction #: 47523	Date: 03/19/24	eDeposit #: 0507240319073040211958652

Customer Name:	PATRICK INGRAM	Date Out:	03/19/2024 - 4:04 PM
Insurance Carrier:	PROGRESSIVE	Date Due:	03/19/2024 - 5:19 PM
Policy Number:	967809794	Date In:	03/19/2024 - 7:43 PM
Expiration Date:	03/23/2024		

Tool Description	Charges	Amount
Flatbed Truck (95-001-17677)	Tool Rental Fee	$82.00
	Price Adjustment	- $33.04
	SubTotal	$48.96

Rental Subtotal	$48.96
Damage Protection*	$7.34
Sales Tax	$0.61
Vehicle Rental Tax	$4.89
Contract Total	**$61.80**
Deposit - PAID 03/19/24 (VISA ending 2160)	-$150.00
Balance Returned (VISA ending 2160)	-$88.20
Outstanding Balance	$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

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TERMS & CONDITIONS

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STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: **144201**

[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

RENTAL DURATION	DUE BACK	FOR ASSISTANCE CALL
75 Minutes	Apr. 02 @ 9:53pm	(817)453-7066

Deposit Trans: Register #: 90 Transaction #: 7105 Date: 04/02/24 eDeposit #: 6568240403073375914420159

Customer Name:	PATRICK INGRAM	Date Out:	04/02/2024 - 8:38 PM
Insurance Carrier:	progressive	Date Due:	04/02/2024 - 9:53 PM
Policy Number:	967809794	Date In:	
Expiration Date:	09/23/2024		

Rental ID	Item Description	75 Minutes	4 Hours	1 Day	2 Days	1 Week	4 Weeks	Contract Amt.*
45-003-21891	**Cargo Van** Empty	$19	$107	$129	$258	$903	$3,612	**$19**

Rental Subtotal	**$19.00**
Damage Protection	**$2.85**
Estimated Tax	**$2.14**
Estimated Total	**$24.04**
Deposit - PAID	**$ (150.00)**

(THE HOME DEPOT ending 3729)

FUEL LEVEL

Vehicle must be refueled before returning to store. A surcharge of $10.00/gal may apply
*Every 1/16th is approximately 1.5 gallons of gas

E 1/16 1/8 3/16 1/4 5/16 3/8 7/16 1/2 9/16 5/8 11/16 3/4 13/16 7/8 15/16 F

VEHICLE LOSS AND DAMAGE

Responsibility is for all loss of and damage to the vehicle as provided in paragraph 4. Renter's responsibility for loss and damage continues until the vehicle is returned to The Home Depot where it was rented during that store's regular hours and it is inspected and checked-in by The Home Depot. Personal injury and property damage: to the extent allowed by law, The Home Depot does not provide any liability protection for personal injury and property damage to others caused by operation or use of the vehicle (paragraph 5). To the extent applicable law requires The Home Depot to provide liability protection, its terms are in paragraphs 5 and 6. Passengers are not permitted in the cargo area. Vehicle must be returned to this store before closing on the due date specified on each page of rental agreement. Maximum load capacity 3000 lbs. Balance all loads - load heaviest items at front. Renter assumes all liability for loading even if The Home Depot assists with loading.

× 2024-05-16 19.18.23.pdf ? Cancel Save

Page: 1 Rotate right Rotate left Delete page Move page

1

[redacted]

How doers
get more done.

3200 W IRVING BLVD IRVING, TX 75061
THANK YOU (972)513-2400

0563 00035 82293 04/09/24 04:57 PM
SALE CASHIER TRACEY

6788805211325 INT SAMPLE <A,U>
DYNASTY SAT DY620 SAMPLE UPW 7.94 OZ
306.98 20.94

SUBTOTAL	20.94
SALES TAX	1.73
TOTAL	$22.67

XXXXXXXXXXXX2575 DEBIT
USD$ 22.67

AUTH CODE 002542
Chip Read Verified By PIN
AID A0000000042203 US Debit

<U> NON-DISCOUNTABLE ITEM

PRO XTRA MEMBER STATEMENT

PRO-XTRA-###-###-9811 SUMMARY
THIS RECEIPT PO/JOB NAME: owener

2024 PRO XTRA SPEND 04/08: $0.00

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you Join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO $100.
Learn more at homedepot.com/credit

0563 04/09/24 04:57 PM
0563 35 82293 04/09/2024 5869

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	07/08/2024

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: WTR 165438 164910
PASSWORD: 24209 164875

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules
website. No purchase necessary

Feedback on PDF editing

View In-Store Receipt

Purchase Details

Complete

Store:

Mansfield,TX #6568
1725 N Us Hwy 287
Mansfield, TX 76063

(817)453-4038

Receipt Number: Purchase Date:
6568-00009-18425 **Apr 19, 2024**

Job Name:

thrive

Item Details

BEHR DYNASTY 8 oz. Ultra Pure White Satin Enamel Interior/Exterior Stain-Blocking Paint

Quantity: 1
Unit Price: $6.98
Item Total: $6.98
Model Number: DY62016
Internet SKU: 319992006
Store SKU: 1007635170

Buy Again Leave Review

Payment Details

Number of Items Purchased 1

Total: **$ 7.56**

City of KENNEDALE Texas EST. 1947

Revised October 2020

Permit Number

APPLICATION

MEP (SMALL JOB) PERMIT

Please select permit type:

☐ Mechanical ■ Electrical ☐ Plumbing

Requirements

Your application **will not be accepted** if any of the below items are missing or incomplete. Incomplete applications will be returned and any paid fees are nonrefundable. To check the status of a permit, please email permits@cityofkennedale.com and include the property address and permit type.

- ■ Contractor registered with Kennedale – Check registration status by emailing permits@cityofkennedale.com
- ■ Completed, legible, and signed application form

Applicant Information *(Serves as primary contact for this permit)*

Applicant Name: Patara Williams

Applicant Phone: [redacted] Applicant Email: [redacted]

Property Owner Information

Owner Name: Mark Wong/Craig Hughes

Owner Phone: [redacted] Owner Email: [redacted]

Project Information

Property Address: 201 W. Kennedale Pkwy Ste 760 Kennedale,TX 76060

☐ Residential ■ Commercial ■ New ■ Addition ☐ Repairs

Construction Value: $3500

Scope of Work: 7 power/USB receptacles throughout the commercial space, Installation of 5 GFCI receptacles behind the bar, Additional breakers may be installed (if needed) to meet the increased power demands of the new receptacles

Contractor Information

Contractor: Joseph Smith

Contractor Phone: [redacted] Contractor Email: [redacted]

Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete or false application, my application may be rejected and that the fee is nonrefundable.

Signature of Applicant: ______________________ Date: ________

For Office Use Only

Completeness Check

Application form completely filled and signed?	☐ Yes	☐ No
Contractor registered?	☐ Yes	☐ No
Fee paid?	☐ Yes	☐ No

Sign ______________________ Date ______________

Give us feedback @ survey.walmart.com
Thank you! ID #:7TL3MM11YTJ1

Walmart

817-900-1909 Mgr:MICHAEL
2900 RENAISSANCE SQUARE
ST# 03044 OP# 008738 TE# 11 TR# 01133
ITEMS SOLD 6
TC# 9275 5943 1337 7177 3951

50CT SHT PRO	008735825040	5.68 X
PADFOLIO	489701410772	13.94 X
BINDER	007771179307	7.64 X
** VOIDED ENTRY **		
BINDER	007771179307	7.64-X
POSTIT 4X4	002120053267	5.64 X
G2 GEL PENS	007283831173	6.77 X
Z-GRIP 7PK	004580822271	3.62 X
POST-IT TAB	005114136070	3.52 X
	SUBTOTAL	39.17
	TAX 1 8.250 %	3.23
	TOTAL	42.40
	DEBIT TEND	42.40
	CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
42.40 TOTAL PURCHASE
US Debit **** **** **** 2575 I 0
REF # 407600012603
NETWORK ID. 0076 APPR CODE 160073
US Debit
AID A0000000042203
AAC 9C50E00F41EAC70F
*NO SIGNATURE REQUIRED
TERMINAL # SC120400
03/18/24 12:06:58
03/18/24 12:07:03

Gmail

Patrick Ingram <1patrickingram@gmail.com>

Share Cart Invitation From Patrick Ingram

1 message

The Home Depot <HomeDepot@order.homedepot.com> Thu, Jun 20, 2024 at 5:26 PM
To: [redacted]

patrick Ingram would like to

share their cart with you

View Cart

patrick Ingram's Cart

Item		In Store	Qty	Item Total
	**Malibu Wide Plank** French Oak Alturas 20 MIL 7.2 in. x 60 in. Click Lock Waterproof Luxury Vinyl Plank Flooring (23.9 sq. ft./case) Model #HDMVCL999RC Store SKU #1006683936	Aisle Bay	37	$80.10

Subtotal	$2,963.70
Shipping	$0
Sales Tax	$0

STORE 6568 Mansfield,TX
1725 N Us Hwy 287
Mansfield, TX 76063
(817)453-7066

CONTRACT #: 146274
[redacted]

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

RENTAL DURATION	DUE BACK	FOR ASSISTANCE CALL
4 Hours	Jun. 13 @ 4:24pm	(817)453-7066

Deposit Trans: Register #: 90 Transaction #: 17054 Date: 06/13/24 eDeposit #: 6568240613073243414627454

Customer Name:	PATRICK INGRAM	Date Out:	06/13/2024 - 12:24 PM
Insurance Carrier:	PROGRESSIVE	Date Due:	06/13/2024 - 4:24 PM
Policy Number:	967 809 794	Date In:	
Expiration Date:	09/23/2024		

Rental ID	Item Description	75 Minutes	4 Hours	1 Day	2 Days	1 Week	4 Weeks	Contract Amt.*
65-001-92810	**12' Box Truck** 3/4 Full	$29	$101	$139	$278	$973	$3,892	**$101**

Rental Subtotal	**$100.50**
Damage Protection	**$15.08**
Estimated Tax	**$11.29**
Estimated Total	**$115.58**
Deposit - PAID (OTHER ending 9807)	**$ (150.00)**

FUEL LEVEL

Vehicle must be refueled before returning to store. A surcharge of $10.00/gal may apply
*Every 1/16th is approximately 1.5 gallons of gas

E 1/16 1/8 3/16 1/4 5/16 3/8 7/16 1/2 9/16 5/8 11/16 **3/4** 13/16 7/8 15/16 F

VEHICLE LOSS AND DAMAGE

Responsibility is for all loss of and damage to the vehicle as provided in paragraph 4. Renter's responsibility for loss and damage continues until the vehicle is returned to The Home Depot where it was rented during that store's regular hours and it is inspected and checked-in by The Home Depot. Personal injury and property damage: to the extent allowed by law, The Home Depot does not provide any liability protection for personal injury and property damage to others caused by operation or use of the vehicle (paragraph 5). To the extent applicable law requires The Home Depot to provide liability protection, its terms are in paragraphs 5 and 6. Passengers are not permitted in the cargo area. Vehicle must be returned to this store before closing on the due date specified on each page of rental agreement. Maximum load capacity 3000 lbs. Balance all loads - load heaviest items at front. Renter assumes all liability for loading even if The Home Depot assists with loading.

Invoice#052424-29715-172020
Invoice Date May 24,2024
Balance Due 292.26

www.mainauctionservices.com

2100 E UNION BOWER RD IRVING TX 75061; 972-579-4612
3114 S COOPER ST ARLINGTON TX 76015; 682-252-4020

Invoice To
Thrive Coffee
29715 - Patrick Ingram
337 kennedale sublett rd 2102,
Kennedale , TX- 76060

Ship To
337 kennedale sublett rd 2102,
Kennedale , Texas- 76060

[redacted]

CALL TO MAKE APPOINTMENT 972-579-4612! NO APPOINTMENT NO PICK UP!

****PICK UP TIMES Are Monday MAY 27th, Tuesday MAY 28th & Wednesday MAY 29th AT 2100 E UNION BOWER RD From 9:00am to 4:30pm. AFTER WEDNESDAY $50 LATE FEE PER DAY FOR ANY LATE PICKUP**

Item	Qty	Amount
3548 - 3548 96"X37" WOOD TOP METAL BASE TABLE	1	221.10
3689 - 3689 NEW! SIR PLASTIC MOP BUCKET	2	12.10

Items:	2
Bid Total:	233.20
Premium:	30.32
Fees:	7.00
Sub Total :	270.51
Tax:	21.74
Total Invoice:	292.26
Balance Due:	292.26

Complete merchandise received by ______________________ Date __________

I acknowledge and accept without recourse that I have purchased the above item(s) at public auction "as is, where is", without warranty or guarantee of any kind. I will not stop payment, dispute or otherwise contest this transaction. *ALL SALES ARE FINAL***

INVOICES TOTALING $10,000.00 OR MORE MUST BE PAID WITH WIRE TRANSFER OR CASHIER CHECK.

8:59

Sign off

Transaction details

$810.28

Transaction: 03/20/2024

Authorized transactions ⓘ

Additional info

Transaction description

PURCHASE MAIN AUCTION GRAND PRAIRIE TX CARD2160

12:29

◀ Cash App

LTE

N

Noah Grice

Payment to [redacted]

$91.00

Friday at 4:57 PM

Completed

Amount	$91.00
Source	Wells Fargo Bank
Identifier	#RA25PTE
To	Noah Grice
From	Patrick Ingram

cash.app

Receipts expenses

Cash App

2 attachments

Walmart.pdf
327K

E APPOINTMENT 972-642-0513! NO APPOINTMENT.pdf
302K

8:59

Sign off

Transaction details

$450.00

Transaction: 03/18/2024

Posted: 03/18/2024

Merchant info

[redacted]

Additional info

Method

Card # Entered by Customer/Merchant

Category

Legal Services

Transaction description

PURCHASE AUTHORIZED ON 03/15 DOWNING LAW

2:06

ORDER DETAILS

BBC 8FT HEVEA COUNTERTOP2

SKU
100924380
Quantity:
3

BBC 8FT HEVEA COUNTERTOP2

SKU
100924380
Quantity:
2

FRUIT PUNCH POWERADE 20OZ

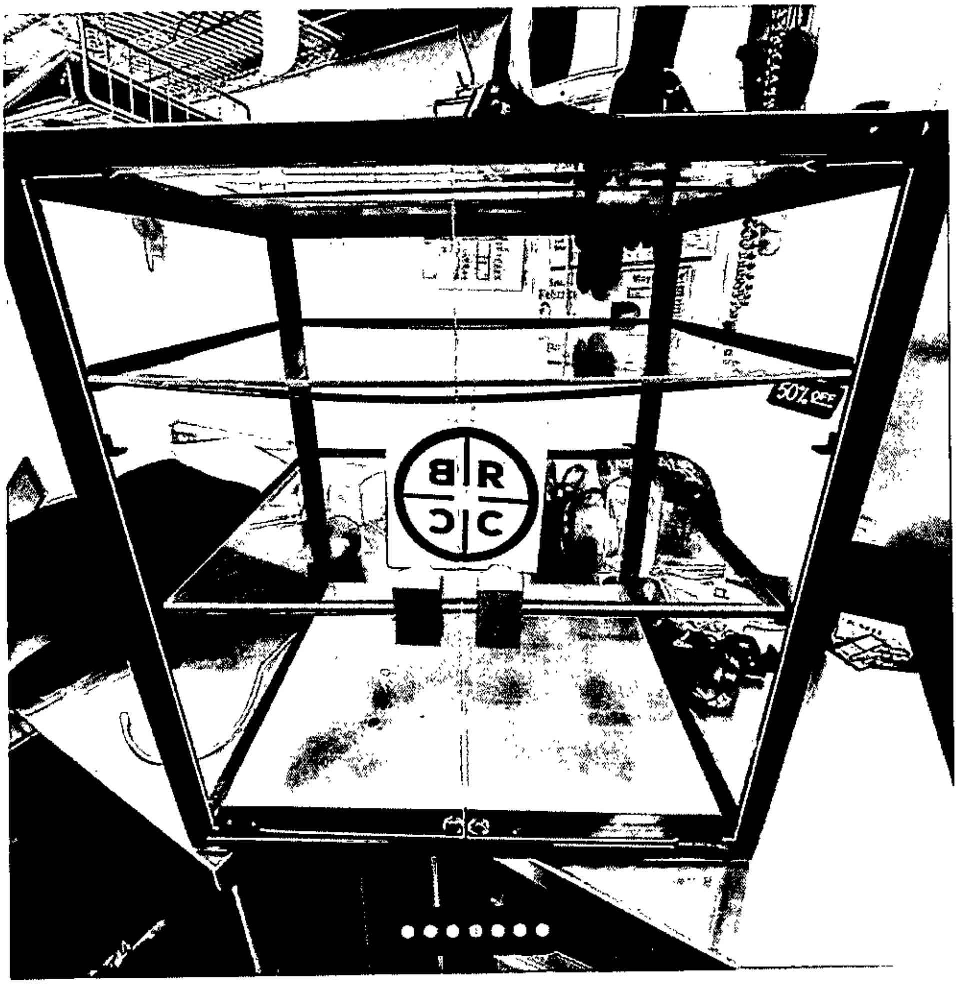
SKU
101028967
Quantity:
1

Summary

Subtotal	**$897.39**
Tax	**$74.04**
Grand Total	**$971.43**

Orders Stores Home Product Cart

7:08
◀ Messenger



Sierra bakery display case (used)

$300 ~~$500~~

Message sent to seller

See conversation

Review seller

Alerts Message Share Save

Home Video Marketplace 9+ Dating 9+ Notifications Menu

Receipts / Photo

File Edit Pl ← 9 of 15 → Share

View Help

Rotate left Rotate right Flip Crop 16%

View In-Store Receipt

Purchase Details

Complete

Store:

N Arlington #554
201 Rd To Six Flags West
Arlington, TX 76011
(817)459-4300

Receipt Number: 0554-00051-19870

Purchase Date: May 07, 2024

Job Name: paint

Item Details

OOPS 5 GAL
Quantity: 1
Unit Price: $30.00
Item Total: $30.00
Internet SKU: 0
Store SKU: 953531

Buy Again Leave Review

BEHR PREMIUM PLUS 1 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior
Quantity: 1
Unit Price: $38.98
Item Total: $38.98
Model Number: 305001
Internet SKU: 202761530
Store SKU: 928046

Buy Again Leave Review

BEHR PREMIUM PLUS 5 gal. Ultra Pure White Satin Enamel Low Odor Interior Paint &
Quantity: 1
Unit Price: $157.00
Item Total: $157.00
Model Number: 705005
Internet SKU: 202761754
Store SKU: 926707

Buy Again Leave Review

BEHR PREMIUM PLUS 5 gal. Ultra Pure White Satin Enamel Low Odor Interior Paint &
Quantity: 1
Unit Price: $157.00
Item Total: $157.00
Model Number: 705005
Internet SKU: 202761754
Store SKU: 926707

Buy Again Leave Review

Payment Details

Number of Items Purchased 4

Total: $ 414.58

Receipts / Photo May 16 2024, 7 25 · · Pl

Share

File Edit View Help

Rotate left Rotate right Flip Crop Adjust Comment 43% Self-s

7:25

Order Details
Order Number: WG61467898
Order Date: May 4, 2024

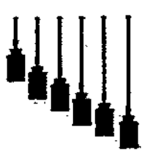
View store hours

Ready for pickup

Feit Electric 60-Watt Equivalent ST19 Dimmable Straight Filament Clear Glass E26 Vintage Edison LED Light Bulb, Bright White (4-Pack)

Store SKU #1005432377
Internet #313402156
2 x $24.97 **$49.94**

Not yet ready for pickup



Feit Electric 60-Watt 1-Light Socket Black Industrial Style Pendant Light Fixture (No Bulb or Shade Included), 6-Pack

Store SKU #1005662617
Internet #314316951
1 x $107.59 **$107.59**

Let us know if you need help.

Text 'Support' to 38698

Call 800-430-[redacted]

Receipts / Photo

File Edit Pl ← 8 of 15 → Share

View Help

Rotate left Rotate right Flip Crop 16%

Order Details

See Order Details

Items in this order are in different stages of completion

Order Number: WG61467898

Order Date: May 04, 2024

Job Name:

WG61467898

Item Details

Store Pickup

Complete

We'll notify you when it's ready

Mansfield,TX #6568
1725 N Us Hwy 287
Mansfield, TX 76063
(817) 453-4038

Pickup Person:
Patrick Ingram
1patrickingram@gmail.com
(254) 498-2167

Feit Electric 60-Watt Equivalent ST19 Dimmable Straight Filament Clear Glass E26

Quantity: 2
Unit Price: $23.79
Item Total: $47.58
Manufacturer Warranty

Buy Again | Leave Review

Returned

Feit Electric 60-Watt 1-Light Socket Black Industrial Style Pendant Light Fixture (No Bulb

Quantity: 1
Item Total: $0.00

Payment Details

Number of Items Purchased:	2
Subtotal:	$47.58
Shipping Charges:	FREE
Express Delivery:	FREE
Sales Tax:	$3.93
Total:	$51.51
Payment Card	- 9807
Payment Card	- 9807
Payment/Card Totals (2)	View Details

Receipts / Photo

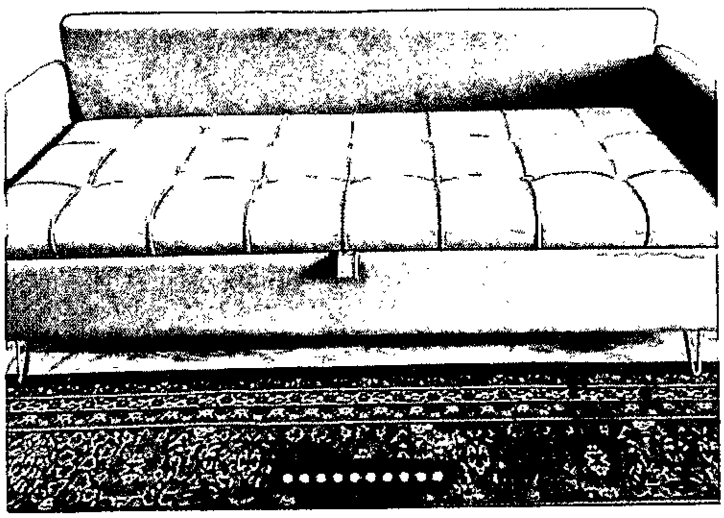
File Edit PI ← 5 of 15 → Share

View Help

Rotate left Rotate right Flip Crop 28%

7:14

◂ Messenger



Brand new modern faux leather sofa couch with storage

$175 ~~$200~~ · Sold

Message sent to seller

See conversation

Alerts Message Share Save

Description

Home Video Marketplace Dating Notifications Menu

Receipts / **Photo**

File Edit. Pl ← 7 of 15 → Share

View Help

Rotate left Rotate right Flip Crop 28%

7:14
◀ Messages

< Back

$175.00

To Kat
4/23/24, 4:31PM

Status: Completed
Sent to Kat

From Apple Cash	$6.50
From Mastercard Consumer	$168.50
Sent	**$175.00**

Send Again

Transaction ID
6e5df091fdea

Handyman Plus LLC

5155 Briarwood Lane | Fort Worth, Texas 76112
6823463542 | handymanplusllcinfo@gmail.com

RECIPIENT:

Patrick Ingram
201 West Kennedale Parkway
Suite 705
Kennedale, Texas 76060

Quote #19	
Sent on	May 08, 2024
Total	**$1,275.00**

Product/Service	Description	Qty.	Unit Price	Total
Countertop Install	Remove existing countertop replace with butcherblock style countertop electrical extension of light fixtures, Add to pony wall, bracket, and countertop to new area, Apply thin coat to drywall (2) ceiling area.	1	$1,275.00	$1,275.00

Total **$1,275.00**

I didn't include the base of the bar area. Two options, go with wood/paneling, a wainscotting type cover which would be around $1100. Or, dywall it, coat it and texture it for around 7-800 hundred.

This quote is valid for the next 30 days, after which values may be subject to change.

JUST THE LOGO

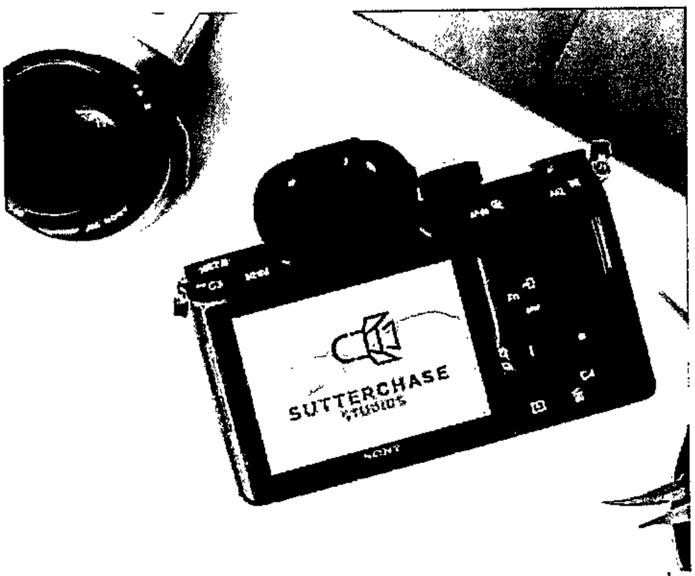
LOGO DESIGN IS A KEY ELEMENT IN THE OVERALL BRANDING STRATEGY OF ANY COMPANY

SELECT YOUR LOGO TYPE:

We offer 2 types of logo packages, "Standard" and "Detailed". A **standard logo** is a logo that is an icon, text, and tagline (if necessary). A **detailed logo** is really just a standard logo with more detail added. Detailed logos take more time because of the added details/illustration so they tend to cost more.

Want to see the different examples of a standard logo vs a detailed logo?

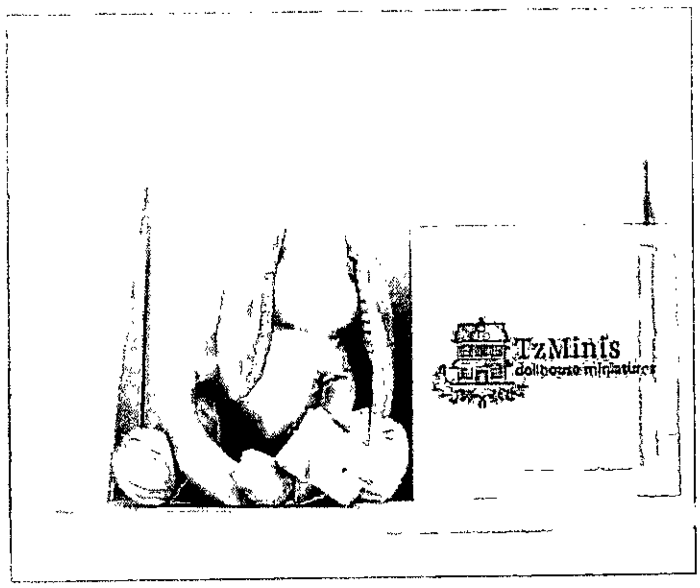
VIEW SAMPLES



Standard Logo Design

$550.00 Fixed Price

- **Brand Strategy:** We get to know you and your business on a deeper level.
- **Dedicated Team:** Work with our experienced project manager for a successful project.
- **Unique Logo Design:** No clipart here, just custom, professionally designed logos.



Detailed Logo Design

$850.00 Fixed Price

- **Brand Strategy:** We get to know you and your business on a deeper level.
- **Dedicated Team:** Work with our experienced project manager for a successful project.
- **Unique Logo Design:** No clipart here, just custom, professionally designed logos.

- **Standard Logo Concept Presentation:** Three logo concepts with logo, logo mark, and logotype.
- **Refine + Review:** We'll collaborate closely with you, allowing for two rounds of revisions to ensure your brand is everything you've envisioned.
- **Final Deliverables:** Full color, black, white, grayscale, and inverted, plus print and web-ready files.
- **Logo Package Portal:** Your full package, delivered to you with over 100 files.
- **Full Ownership of Design:** It's yours, and we sign over the copyright release to you.
- **Branding Guidelines:** Logos, colors, fonts, and usage so you can stay on brand!

OPTIONAL À LA CARTE MARKETING MATERIALS

$225 – Business Card Design
Standard 3.5x2 Full-Color Card Design
2 Concepts
2 Rounds of revisions
Project deliverables

$55 – Business Card Printing
Full Color Cards (2-sided)
Quantity: 1000 cards (per name)
Includes Shipping

$250 – Social Media Graphics
Branded Cover and Profile Photos
2 Concepts – 2 Rounds of revisions – Project deliverables

$250 – Letterhead Design
Standard 8.5x11 Letterhead Design
2 Concepts – 2 Rounds of revisions – Project deliverables

- **Detailed Custom Design:** Custom illustration to take your vision to the next level with a more detailed design than our standard package.
- **Detailed Logo Concept Presentation:** Three detailed logo concepts with logo, logo mark, and logotype.
- **Alternate Logo:** You get the primary logo and receive an alternate logo.
- **Website Favicon:** Enhance your online presence with a customized website favicon.
- **Refine + Review:** We'll collaborate closely with you, allowing for two rounds of revisions to ensure your brand is everything you've envisioned.
- **Final Deliverables:** Full color, black, white, grayscale, and inverted, plus print and web-ready files.
- **Logo Package Portal:** Your full package, delivered to you with over 200 files.
- **Full Ownership of Design:** It's yours, and we sign over the copyright release to you.
- **Branding Guidelines:** Logos, colors, fonts, and usage so you can stay on brand!

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$250 – Letterhead Design
Standard 8.5x11 Letterhead Design
2 Concepts – 2 Rounds of revisions – Project deliverables

MOONLIT MEDIA[SM]
LOGOS || WEBSITES || GRAPHICS

LOGO DESIGN PROPOSAL

PREPARED ESPECIALLY FOR: Thrive Coffee
BY: Moonlit Media LLC

This proposal will expire 30 days from May 31, 2024

INTRODUCTION

PARTNERING FOR DESIGN SUCCESS

In today's marketplace, image is everything. How your company looks to the outside world sets the tone for all of your interactions – with customers, partners, media, and other key stakeholders. You cannot afford to present an unprofessional or inconsistent image in a competitive and crowded landscape.

Partnering with an experienced graphic design team ensures that your corporate image achieves maximum positive impact on your target audiences. You need a partner that understands how to create or revitalize an organization's visual identity standards and extend these frameworks into creative, project-specific approaches.

PROJECT SCOPE

AWARD-WINNING SERVICES

In this proposal, we outline the scope of work we propose to undertake. Our services will encompass a comprehensive range of solutions, including but not limited to a logo developed by Moonlit Media LLC, followed by up to two (2) rounds of revisions as needed by Thrive Coffee request.

OUR PROCESS

FOR DESIGN EXCELLENCE

The process is the core of our design. We believe that good-quality design requires more than just creativity. It involves research, analysis, and close collaboration with you to reflect your organization's vision, strengths, messages, and priorities. Our ultimate goal is to provide you with a memorable experience and a successful project.

PROJECT OVERVIEW

KEY MILESTONES

Any successful design project requires careful management and adherence to strict due dates by our team and yours to achieve agreed-upon milestones. We will formalize a schedule after the completion of our kickoff meeting to include the following key milestones:

- Complete creative development documents (Thrive Coffee)
- Conduct research to support creative development (Moonlit Media LLC)
- Deliver first draft of creative brief (Moonlit Media LLC)
- Kickoff Meeting (Moonlit Media LLC/Thrive Coffee)
- Provide feedback on creative brief (Thrive Coffee)
- Provide final creative brief (Moonlit Media LLC)
- Assign job to designer(s) (Moonlit Media LLC)
- Present visual exploration of logo concepts for review (Moonlit Media LLC)
- Provide feedback on designs and determine direction (Thrive Coffee)
- Provide final designs for approval (Moonlit Media LLC)

Select

Select

1) Due Upon Signing	$0.00 (0%)
2) Final payment - At completion of project	$0.00 (0%)

3/5

View In-Store Receipt >

Purchase Details

Complete

Store:

Irving #563
3200 W Irving Blvd
Irving, TX 75061
(972)513-2400

Receipt Number:
0563-00035-82293

Purchase Date:
Apr 09, 2024

Job Name:

owener

Item Details

BEHR DYNASTY 8 oz. Ultra Pure White Satin Enamel Interior/Exterior Stain-Blocking Paint

Quantity: 1
Unit Price: $6.98
Item Total: $6.98
Model Number: DY62016
Internet SKU: 319992006
Store SKU: 1007635170

Buy Again | Leave Review

BEHR DYNASTY 8 oz. Ultra Pure White Satin Enamel Interior/Exterior Stain-Blocking Paint

Quantity: 1
Unit Price: $6.98
Item Total: $6.98
Model Number: DY62016
Internet SKU: 319992006
Store SKU: 1007635170

Buy Again | Leave Review

BEHR DYNASTY 8 oz. Ultra Pure White Satin Enamel Interior/Exterior Stain-Blocking Paint

Quantity: 1
Unit Price: $6.98
Item Total: $6.98
Model Number: DY62016
Internet SKU: 319992006
Store SKU: 1007635170

Buy Again | Leave Review

Payment Details

Number of Items Purchased 3

Total: $ 22.67

View In-Store Receipt

Purchase Details

Complete

Store:

N Arlington #554
201 Rd To Six Flags West
Arlington, TX 76011
(817)459-4300

Receipt Number:
0554-00051-19870

Purchase Date:
May 07, 2024

Job Name:

paint

Item Details

NO IMAGE AVAILABLE

OOPS 5 GAL
Quantity: 1
Unit Price: $30.00
Item Total: $30.00
Internet SKU: 0
Store SKU: 953531

Buy Again | Leave Review

BEHR PREMIUM PLUS 1 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior
Quantity: 1
Unit Price: $38.98
Item Total: $38.98
Model Number: 305001
Internet SKU: 202761530
Store SKU: 928046

Buy Again | Leave Review

BEHR PREMIUM PLUS 5 gal. Ultra Pure White Satin Enamel Low Odor Interior Paint &
Quantity: 1
Unit Price: $157.00
Item Total: $157.00
Model Number: 705005
Internet SKU: 202761754
Store SKU: 926797

Buy Again | Leave Review

BEHR PREMIUM PLUS 5 gal. Ultra Pure White Satin Enamel Low Odor Interior Paint &
Quantity: 1
Unit Price: $157.00
Item Total: $157.00
Model Number: 705005
Internet SKU: 202761754
Store SKU: 926797

Buy Again | Leave Review

Payment Details

Number of Items Purchased 4

Total: $ 414.58

STAFF REPORT

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.4

SUBJECT

Discuss and take action on an Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.

ORIGINATED BY
Bobbie Jo Taylor
City Secretary

SUMMARY

This agreement has been approved by City Council action pending approval of the Economic Development Corporation.

RECOMMENDATION

ATTACHMENTS

Draft of Agreement

STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT INCENTIVE**
§ **AGREEMENT**
COUNTY OF TARRANT §

This Economic Development Incentive Agreement (this "Agreement"), is made by and among the City of Kennedale, Texas (the "City"), "Quick Roofing, LLC ("Owner"), and QR Purchasing, LLC, both Delaware limited liability companies (the "Company"), all acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of purchasing and reselling building materials; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its purchasing and reselling activities to the City and that would generate local sales tax revenue for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company is a wholly owned subsidiary of the Owner; and

WHEREAS, the City desires to attract new retail business to the City that will generate additional sales tax revenue for the City; and

WHEREAS, the attraction of new retail business to the City will promote economic development, stimulate commercial activity, generate additional sales tax. and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, TEX. LOC. GOV'T CODE §380.001 and the Development Corporation Act of 1979, Article 5190.6 of the TEX. REV. CIV. STAT. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, benefit the City and the City's inhabitants, and promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City Sales Tax" shall mean the local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (or any successor statute) attributable to the general fund during each year in the Term. The City Sales Tax is currently set at a rate of one percent (1%). Should the Legislature or the voters ever change that amount, if lowered, City Sales Tax shall be the lower rate; and if raised, City Sales Tax shall mean a rate no higher than one percent (1%).

"Commencement Date" shall mean October 1, 2024.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Grant" shall mean periodic payments to the Company from lawfully available funds, in the amount set forth in Section 3.01.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or the Owner, the Retail Center, or any property or any business owned by the Company or the Owner within the City.

"Retail Center" shall mean the Company's office at 605 Power Drive, Kennedale, Texas 76060 at which the Company operates a business of purchasing and reselling building materials, which includes sales, consummated in the City, of Taxable Items.

"Sales Tax Certificate" shall mean the certificate or other statement in a form reasonably acceptable to the City setting forth the Retailer's collection of Sales and Use Tax received by the City from the State of Texas for the sale of Taxable Items by the Retailer at the Retail Center and consummated in the City for the applicable Grant Period which are to be used to determine Retailer's eligibility for a Grant, together with such supporting documentation required herein, and as the City may reasonably request.

"Sales Tax Receipts" shall mean the City's receipts from the State from the collection of the City Sales Tax attributable to the Company's collection of sales and use tax during the Term as a result of sales of Taxable Items by the Company at the Retail Center. The parties expressly acknowledge and agree that the sales and use tax receipts are being used only as a measurement for the City's payment of Grants through the use of general funds.

"State" shall mean the State of Texas and all taxing authorities thereof, including, without limitation, the Comptroller of Public Accounts of the State of Texas.

"Taxable Items" shall have the same meaning assigned by Section 151.010 of the Texas Tax Code, as amended.

ARTICLE II
TERM

Section 2.01. Term. The initial term of this Agreement shall begin on the Commencement Date and continue until the tenth anniversary date of the Commencement Date, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for one (1) successive term of ten (10) years unless any party gives written notice to the other party at least ninety (90) days prior to the expiration of the current term. Any reference to the "Term" of this Agreement shall include the initial term and any renewal term, but shall mean the actual term during which this Agreement is in effect.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

Section 3.01. Grant. During the Term, subject to the Owner and the Company's continued satisfaction of all of its obligations under the terms and conditions of this Agreement, the City agrees to provide the Company with an economic development grant from lawfully available funds, payable as provided herein, in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for each month during the Term (each, a "Grant" and, collectively, the "Grants").

Section 3.02. Grant Funds. The City shall not be required to pay any Grant until such time as the City has received Sales Tax Receipts from the State relating to the month for which such Grant payment is due and until such time as the City has received a Sales Tax Certificate filed by the Company related to the Grant Period as identified in Section 4.03.

Section 3.03. Grant Payment. The City shall, within thirty (30) days after the later to occur of: (i) receipt by the City of Sales Tax Receipts from the State, and (ii) receipt of the Sales Tax Certificate information issued by the Company to the City, pay to the Company, or as directed by the Company, a Grant in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for such month.

Section 3.04. Amended Returns. In the event the Company files an amended sales and use tax return or report, or if additional sales and use tax is due and owing by the Company to the State, and, as a result, Sales Tax Receipts for a previous calendar month are increased, then the Grant payment due from the City shall be increased accordingly for the calendar month immediately following the City receiving Sales Tax Receipts from the State attributable to such increase. This Section 3.04 shall survive the termination of this Agreement.

Section 3.05. Refunds. In the event the State determines that the City erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the City exceeds the correct amount of sales and use tax owed to the City, and, as a result, a previous Grant paid to the Company exceeded the amount actually due to the Company (calculated based on the State's determination) any such excess amount being referred to herein as an "Excess Grant", then the Company or the Owner shall, within thirty (30) days after receipt of a written notice from the City specifying the amount of the Excess Grant, repay the amount of the Excess Grant to the City. In the alternative, at the City's sole discretion, the parties may agree in writing, in lieu of repaying the amount of the Excess Grant to the City, to reduce the amount of the Grant payment for the month immediately following the Company's receipt of the City's written notice of the Excess Grant by the amount of the Excess Grant. In such case, the City shall deliver a written notice to the Company and the Owner acknowledging the amount of the Excess Grant that has been deducted from any Grant payment. As a condition precedent to the Company and the Owner's obligation to refund the amount of an Excess Grant to the City or authorize the City to reduce the Grant payment, the Company shall have received a copy of the State's written determination, if any, or such other evidence to substantiate the amount of the Excess Grant as is acceptable to the Company in its reasonable discretion.

Section 3.06. Right of Offset. The Company agrees that following written notice from the City that the Company is delinquent in the payments of any Impositions, the City may offset any Grant payment by the amount owed following a sixty (60) day period for the Company to cure.

ARTICLE IV
PROCEDURES RELATING TO GRANTS

Section 4.01. The Company shall (1) relocate its purchasing offices into a single location at the Retail Center in Kennedale no later than September 30, 2024 and (2) maintain the consolidated purchasing office at the Retail Center continuously through the term of this Agreement in a manner that the sale of Taxable Items by the Company at the Retail Center are consummated in the City and generate Sales and Use Tax for the City, including, but not limited to, providing significant business services beyond processing invoices.

Section 4.02. The Company shall accept three or more orders per year at the Retail Center as well as provide significant business services, beyond processing invoices, to one or more affiliates, including logistics management, purchasing and negotiation of related early payment discounts and rebates with suppliers or manufacturers, inventory control, or other vital business services.

Section 4.03. The Company shall provide a Sales Tax Certificate to the City that includes a copy of all Texas Sales and Use Tax Returns and reports or Sales and Use Tax prepayment returns and reports filed by the Company during the term of the Agreement confirming Texas Sales and Use Tax collected and paid to the State by the Company for the sale of Taxable Items consummated at the Retail Center for the applicable Grant Period.

Section 4.04. The Company shall provide the City, and maintain during the term of the Agreement, a Waiver of Sales Tax Confidentiality that authorizes the State of Texas to release to the City Sales and Use Tax Information pertaining to the Company. The Waiver of Sales Tax Confidentiality shall include, but not be limited to the following documentation:

(a) Information regarding the amount of sales and use tax collected and paid to the State by the Company as a result of the sale of Taxable Items by the Company at the Retail Center;

(b) A copy of all sales and use tax returns and reports, sales and use tax prepayment returns, if any, including amended sales and use tax returns or reports, filed by the Company for the previous calendar month showing sales and use tax collected by the Company for the sale of Taxable Items consummated at the Retail Center;

(c) A summary of the sales of Taxable Items by the Company consummated at the Retail Center which resulted in sales and use tax paid; and

(d) Information concerning any refund or credit received by the Company of sales or use tax paid or collected by the Company which has previously been reported by the Company as sales and use tax paid or collected.

Section 4.05. Confidentiality. The City agrees to keep all information and documentation received from the State pursuant to this Section 4.05 (collectively, "Confidential Tax Information") confident, subject to the requirements of the Texas Public Information Act. The City will only provide access to the Confidential Tax Information to its employees on a "need-to-know" basis. The City will use the Confidential Tax Information solely for the purposes of determining the amount of each month's Grant related to the Retail Center that are dependent on the Confidential Tax Information and for no other purpose, and the City will not (and will cause any person to whom access to the Confidential Tax Information is granted not to), without the Company's prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person, use or exploit the Confidential Tax Information (other than as expressly permitted above), (b) discuss the Company or its affairs with any person other than the Company's representatives, (c) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information or (d) take any other actions which would be detrimental to the Company. The Company's Waiver of Sales Tax Confidentiality is solely for the limited purpose of allowing an appropriate set of City officials to verify the amount of the City's obligations under this Agreement. The City's obligations under this Section 4.05 shall survive the termination of this Agreement.

Section 4.06. Publicity and Disclosures. The parties covenant and agree that neither party shall make any press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior knowledge and consent of the other party; provided, that the foregoing shall not prohibit any disclosure to attorneys, accountants, investment bankers or other agents of the parties assisting the parties in connection with the transactions contemplated by this Agreement.

Section 4.07. Audit of Sales Tax or Challenge to Place of Business. The Company shall notify the City in writing within seven (7) of becoming aware of a State audit of the Sales Tax

Receipts or any challenge to the designation of the Retail Center as a "place of business" under Section 321.002(a)(3) of the Texas Tax Code. The Company shall bear the sole cost of any audit or challenge to the designation as a place of business, including the cost of any litigation, and shall reimburse the City for any and all expenses it may incur in participating in the audit or responding to litigation related to this Agreement. In the event of an audit or challenge to the designation of the Retail Center as a place of business, the City may choose to place monthly Grant Payments in an escrow account pending a final decision by the State or court of law.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

Section 5.01. Location of Retail Center. During the Term, the Company covenants and agrees that neither it, nor it's affiliates, subsidiaries or parent, will duplicate the purchasing and reselling activities conducted at the Retail Center at any location in the State of Texas outside of the City. Nothing in this Section 5.01 shall prohibit or restrict the Company's (or its affiliates', subsidiaries' or parent's) ability to set up purchasing and reselling activities or any nature (including similar or duplicate activities to those conducted at the Retail Center) at any location outside the State of Texas.

Section 5.02. The Company certifies the Company does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if the Company is convicted of a violation under 8 U.S.D. Section 1324a(f), the Company shall repay to the City the full amount of incentives provided under Article III of this Agreement from the date the incentive payment(s) was made. Repayment shall be paid within one hundred twenty (120) days after the date the Company receives notice of violation from the City (i.e., a notice of conviction).

ARTICLE VI
TERMINATION

Section 6.01. This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by the City or the Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or the Company, as the case may be;

(c) by the City, if any sales or use taxes owed to the City or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such use taxes due);

(d) by the City, if the Company or the Owner suffers an Event of Bankruptcy or Insolvency;

(e) by the City upon written notice, if any Impositions owed to the City or the State of Texas have become delinquent after the date to timely appeal such Imposition;

(f) by the City or the Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

(g) by the Company, if the City does not pay the applicable Grant amount within forty-five (45) days of receipt of the Sale and Use Tax Receipts as required herein covered by a valid Sales Tax Certificate issued by the Company or fails to cure this breach within an additional thirty (30) days and so long as the Company is not in default; or

(h) expiration of the term, or any subsequent renewal of the term.

Section 6.02. Effect of Termination. Upon a termination of this Agreement, the City shall remit all Grants relating to Sales Tax Receipts for the sale of Taxable Items by the Company at the Retail Center sold prior to the effective date of such termination, the City shall not be required to remit such Grants if the City is prohibited from doing so under Federal or State legislation or the decision of a court of competent jurisdiction. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise expressly provided herein.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Binding Agreement; Assignment. QR Purchasing, LLC (Company) is a wholly owned affiliate of Quick Roofing, LLC (Owner). Company or Owner have the right (from time to time without the consent of the City, but upon fifteen (15) days advanced written notice to the City) to assign this Agreement, in whole or in part, to any entity that is controlled by or under common control of Owner. All other assignments must be approved in writing by the City.

Section 7.02. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

Section 7.03. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

Section 7.04. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Carvan E. Adkins
6000 Western Place II, Suite 200
Fort Worth, TX 76107

If intended for the Company or the Owner:

Mr. Eric Armstrong
President, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Adrian McManus,
Chief Technology Officer, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral agreement, oral or written, between the parties that in any manner relates to the subject matter of this Agreement.

Section 7.06. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any disputes regarding this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in any State District Court located in Tarrant County, Texas.

Section 7.07. Amendment. This Agreement may be amended or modified only by a written instrument signed by all the parties hereto.

Section 7.08. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 7.09. Recitals. The recitals to this Agreement are incorporated herein.

Section 7.10. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 7.11. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 7.12. Anti-Boycott Verifications. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. For purposes of this paragraph, the Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.13. Iran, Sudan and Foreign Terrorist Organizations. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its Federal sanctions regime relating to Sudan or Iran or any Federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, the Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.14. Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

Section 7.15. Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Section 7.16. Critical Infrastructure Verification. The Company hereby verifies and certifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not and during the duration of this Agreement will not operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended

Section 7.17. Governmental Powers; Waiver of Immunity. It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section. The City waives its governmental immunity from suit and liability only as to any action brought by a party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

EXECUTED on this _______ day of ____________________, 2024.

CITY OF KENNEDALE, TEXAS

By:_______________________________________
Darrell Hull, City Manager and
EDC Executive Director

ATTEST:

By: ____________________________________
City Secretary

APPROVED AS TO FORM:

By: ______________________________
City Attorney

EXECUTED on this _______ day of ____________________, 2024.

QR PURCHASING, LLC,
a Delaware Limited Liability Company

By: ________________________________
Eric Armstrong
President

EXECUTED on this _______ day of ____________________, 2024.

QUICK ROOFING, LLC,
a Delaware Limited Liability Company

By: ____
Name: ______________________________________
Title: ______________________________________

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by Darrell Hull, City Manager of the City of Kennedale, Texas, a Texas municipality, on behalf of said municipality.

____
Notary Public, State of Texas

[SEAL

THE COMPANY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by Eric Armstrong, being the President of QR Purchasing, LLC.

____
Notary Public, State of Texas

[SEAL]

THE OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by _____________________, being the ___________________ of Quick Roofing, LLC.

____
Notary Public, State of Texas

[SEAL]

STAFF REPORT

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.5

SUBJECT

Discuss and take action on a purchase of Placer.ai Software.

ORIGINATED BY

SUMMARY

Placer.ai software will provide the city with unique data such as frequency of visits to area restaurants, daily visits into and out of Kennedale, property information including size and ownership, sales information, and much more. Please see attached letter to see the in-depth features of the product.

RECOMMENDATION

ATTACHMENTS

Civic Letter from Placer Labs

Jon Horton
Director of Finance
Kennedale, Texas
405 Municipal Drive
Kennedale, TX 76060

June 07, 2024

Mr. Horton,

This letter confirms that Placer.ai provides our customers with location data combined with market insights, a user-friendly interface, and customer support. To our knowledge, the following company and product features are available exclusively on the Placer platform, Placer API, and Placer data feeds.

Distinguishing Company Features

1. **Proprietary panel, software development kit, and application partners** provide data generated from over 20 million monthly average users from which we collect our data to develop statistically significant insights into any physical place.
2. **Proprietary AI and machine learning** account for panel biases and normalize data changes to technology and application sources. Our location collection logic governs the location collection sampling patterns and frequency to optimize accuracy.
3. **Machine learning** provides estimations on physical market activity across the U.S.
4. **Historic and near real-time data** from January 1, 2017 through within four days of the present day.

   Note: Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide.

Client Base and Partners
Placer's diverse client base includes over 4,000 leading commercial real estate, brokerage, retail, finance, and consumer packaged goods companies, and more than 1,150 civic clients including state and local governments, economic development organizations, universities, airports, and destination marketing organizations.

Privacy by Design
Placer is a privacy-first company. We do not collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. All data is fully anonymized. Our Trust Center located at https://www.placer.ai/company/trust-center/ further details our commitment to privacy.

Placer.ai

Placer's Product Features

1. **Data for Visitors, Residents, Employees, and Passersby to any location in the United States**.
    a. Visitor metrics including unique visitors, frequency of visits, dwell time.
    b. "True Trade Area" reveals home and work location for visitors to any POI.
    c. Daily visits, hourly visits, length of stay.
2. **Unlimited Points of Interest**
    a. Location data for every city, county, district, neighborhood, park, open space, campus, corridor, building, shopping center, public or private property, parking area, vacant land etc.
    b. Location data for streets, roads, highways, transit locations, trails etc.
    c. 'POI on the fly': Users may access, create, and save *unlimited* Points of Interest (POIs).
    d. Millions of points of interest currently accessible to all users.
3. **Visitor Journey**
    a. Visitor origin markets by city, state, zip code and census block.
    b. Prior and Post locations for visitors to any POI.
    c. Top visited national chains for visitors to any location.
    d. Top visited local points of interest for visitors to any location.
    e. Home zipcodes for visitors to any location
    f. Cross visitation among POIs.
4. **Visitor Demographics and Customer Segmentation**.
    a. Demographics for visitors to any location.
    b. Psychographic data for visitors to any location: behaviors, interests etc.
    c. Spend habits: favorite brands, consumer expenditures, etc.
    d. Social media habits: Web preferences, brand affinity, hashtags etc.
5. **Property Information**
    a. Size, ownership, tax history.
6. **Sales Information**
    a. Retail Sales currently available for grocery and select retail categories.
    b. Sales forecasting performed with visitation and historic sales records.
7. **Area Analysis**
    a. Traffic volume along every street, by direction and time of day.
    b. Planned Development: pipeline of development projects in planning, construction and completed.
    c. Event data: Visitation numbers for events including but not limited to expositions, festivals, concerts, community events, sports, conferences, performing arts etc.
    d. Event attendee visits to nearby properties.
8. **Migration data** reveals change to population trends for any Zip Code, County, State, including change to population, change to income levels etc. Top migration origins and destinations.
9. **COVID Recovery**: Visitation trends for retail and tourism for every city, county, state for present day benchmarked against a similar period in 2019.
10. **Void Analysis**: reveal best fit retailer, hotel, or other development type for any location.
11. **Site Selection:** reveal best locations for desired retail chains.
12. **Heat Maps** reveal pedestrian activity movement and gathering.

Placer.ai

Placer's User Experience

User-Friendly Web Based Application
Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

Marketplace Applications, Integrations, and Services
Third party data, applications, and service providers enhance data with powerful insights about any location.

1. Applications to reveal demographics, psychographics, spend habits, and social/web preferences.
2. Integrations for data feed, storage, and analysis.
3. Partner Service Providers assist clients to operationalize data as part of business development efforts.

Custom Reports

1. A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property.
2. Automated Monthly Reports deliver metrics about any POI.
3. Unlimited exports. Unlimited exports to PDF, CSV, JPEG, SHP and KMZ in Excel, KML, Tableau, Slides, pdf and other formats for integrations, sharing, and use in business efforts.
4. API and Data Feed are available for an additional fee in addition to access to the Placer Platform.

Customer Support

1. **Customer Support**
   Every client can be partnered with a Customer Success Manager (CSM) to receive training and strategic support for specific projects and business needs. CSMs help clients produce reports, advise on best practices, and make introductions to Solutions Engineers for more complex project needs.

2. **Solution Engineers**
   Clients can work with Solution Engineers to explore trends, reveal insights, and build custom solutions to solve complex business needs. Our engineers can work independently to produce slide presentations that clients can then use for their internal presentations with their team, council, board, and stakeholders.

For any additional questions please contact:
Ian Ross
Head of Civic
ian.ross@placer.ai

Sincerely,

Vernell Wisdom

Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.7.

SUBJECT
Discuss and take action on the YMCA Lease Agreement for 205 W. Kennedale Parkway

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

KENNEDALE
Economic Development
Corporation

STAFF REPORT
TO THE KENNEDALE EDC BOARD OF DIRECTORS

MEETING DATE: JUNE 25, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.D.8.

SUBJECT
Update and Discussion regarding the upcoming 2024-2025 Fiscal Year EDC Budget

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	EDC for Budget Workshop	EDC for Budget Workshop.pdf

FUND 15 ECONOMIC DEVELOPMENT CORPORATION

Account	Description	FY23 Actual	FY24 Budget	FY24 Projected	FY25 Budget
15-4002-00-00	MMD TAX-CURRENT YEAR	-	75,000		
15-4081-00-00	SALES TAX	738,973	613,500	738,973	738,973
15-4104-00-00	CHRISTMAS EVENT DONATION	787		5,000	5,000
15-4401-00-00	INVESTMENT INCOME	67,546	60,000	88,235	82,000
15-4402-00-00	INTEREST INCOME	10,905	-	-	-
15-4409-00-00	MISCELLANEOUS INCOME	36,412	34,500		30,000
15-4412-00-00	LAND PROCEEDS	365		287,398	-
15-4413-00-00	SIGN FOUNDATION REVENUE			12,000	-
15-4805-00-00	RENTAL FEES-SHOPPING CENTER	323,130	310,807	310,807	310,807
TOTAL REVENUES		**$ 1,178,119**	**$ 1,093,807**	**$ 1,442,413**	**$ 1,166,780**

Account	Description	FY23 Actual	FY24 Budget	FY24 Projected	FY25 Budget
15-5240-01-00	PRINTED SUPPLIES				
15-5260-01-00	GENERAL OFFICE SUPPLIES				
15-5261-01-00	POSTAGE				
15-5280-01-00	MINOR EQUIP/SMALL TOOLS<$5K	6,520			
15-5403-01-00	BUILDING MAINTENANCE			917	25,000
15-5501-01-00	ADVERTISING	6,123	7,000	3,352	7,000
15-5510-01-00	ASSOC DUES/PUBLICATICATIONS	2,500	1,500	1,500	1,500
15-5525-01-00	TRAINING/SEMINARS	270	2,000		
15-5565-01-00	LEGAL SERVICES	15,334	14,884	15,000	18,000
15-5567-01-00	AUDIT SERVICES				
15-5570-01-00	SPECIAL SERVICES	33,151	30,000	17,097	30,000
15-5571-01-00	SPECIAL EVENTS-CHRISTMAS EVENT	97,298	60,000	60,000	100,000
15-5578-01-00	TRAVEL		1,500	1,500	2,500
15-5580-01-00	ENGINEERING SERVICES	1,650		-	
15-5615-01-00	FUNCTIONAL GRANT	-	150,000	50,000	150,000
15-5800-01-00	LAND	-	-	187,449	-
TOTAL OPERATIONS		**$ 162,846**	**$ 266,884**	**$ 336,815**	**$ 334,000**

Account	Description	FY23 Actual	FY24 Budget	FY24 Projected	FY25 Budget
15-5643-01-03	2007 $1.2M TAX BOND-INTEREST	31,970	26,410	26,410	20,503
15-5644-01-03	2007 $1.2M TAX BOND-PRINCIPAL	80,000	85,000	85,000	90,000
15-5645-01-03	2011 $1.7M TX LEVERAGE – INT	12,785	10,492	10,492	4,062
15-5646-01-03	2011 $1.7M TX LEVERAGE – PRIN	37,853	46,038	46,038	53,649
15-5667-01-03	2020 $1.26M GO REFUNDING – PRINCIPA	-	125,000	125,000	
15-5668-01-03	2020 $1.26M GO REFUNDING – INTEREST	(0)	16,260	16,260	
TOTAL DEBT SERVICE EXPENDITURES		**$ 162,608**	**$ 309,201**	**$ 309,201**	**$ 168,213**

Account	Description	FY23 Actual	FY24 Budget	FY24 Projected	FY25 Budget
15-5403-02-00	BUILDING MAINTENANCE	38,823	57,000	52,292	50,000
15-5405-02-00	TOWN CENTER PLAZA	-	12,000	250	
15-5530-02-00	ELECTRIC SERVICES	5,404	7,000	6,600	7,000
15-5545-02-00	INSURANCE-PROPERTY	14,857	21,431	14,962	15,710
15-5570-02-00	SPECIAL SERVICES	14,008	13,000	13,000	13,000
15-5595-02-00	LANDSCAPING---CAM	-	9,000	20,800	21,000
15-5621-02-00	BANK FEES / PAYING AGENT FEES	-	30	30	30
15-5870-02-00	FOUNTAIN		85,000	20,000	80,000
15-5870-02-00	MONUMENTS FOR CITY ENTRANCES		80,000	-	84,000
15-5870-02-00	OTHER EQUIPMENT		219,000	45,000	
TOTAL TOWN SHOPPING CENTER EXPENDITURES		**$ 73,091**	**$ 503,461**	**$ 172,934**	**$ 270,740**

TOTAL EXPENDITURES		**$ 398,545**	**$ 1,079,546**	**$ 818,949**	**$ 772,953**
REVENUES OVER (UNDER) EXPENDITURES		**$ 779,574**	**$ 14,261**	**$ 623,463**	**$ 393,827**

Account	Description	FY23 Actual	FY24 Budget	FY24 Projected	FY25 Budget
15-5595-01-00	ADMIN CHARGE – GENERAL FUND	-	(447,522)	(447,522)	(550,000)
15-5702-01-03	TRANSFER OUT – DEBT SERVICE	-	-		(138,848)
15-5717-00-00	TRANSFER OUT - PUBLIC WORKS	(56,124)	(61,520)	(61,520)	(75,000)
TOTAL OTHER FINANCING SOURCES (USES)		**$ (56,124)**	**$ (509,042)**	**$ (509,042)**	**$ (763,848)**

NET CHANGE IN FUND BALANCE		**$ 723,450**	**$ (494,781)**	**$ 114,421**	**$ (370,021)**
BEGINNING FUND BALANCE — OCT 1		**$ 1,648,785**	**$ 2,372,235**	**$ 2,372,235**	**$ 2,486,657**
ENDING FUND BALANCE — SEPT 30		**$ 2,372,235**	**$ 1,877,455**	**$ 2,486,657**	**$ 2,116,636**