



**CITY OF GODLEY, TEXAS**  
**Godley Economic Development Corporation**  
**Board of Directors Meeting Agenda**  
**Meeting – 6:00 p.m.**  
**August 29, 2024**

The Godley Economic Development Corporation Board of Directors will hold a Meeting at 6:00 p.m. in the City Hall Council Chambers, 200 W. Railroad Ave., Godley, Texas on Thursday, August 29, 2024. This meeting is open to the public and subject to the Open Meeting Act. *Pursuant to Section 551.071 of the Texas Government Code, the EDC Board of Directors may convene an Executive Session at any time during the meeting as deemed necessary to obtain advice from the City Attorney regarding any posted agenda item.*

**REGULAR SESSION – 6:00 P.M.**

**I. CALL TO ORDER / ROLL CALL**

Call to order and announce a quorum is present.

**II. CONSENT AGENDA**

*Items on the Consent Agenda are routine and administrative in nature. As such, these items are considered for approval by a single motion and vote without discussion. EDC members can remove an item or items from the agenda, so it can be considered separately, and/or add any item to be considered as part of the Consent Agenda.*

- A. Discuss and possible action on approval of the Godley Economic Development Corporation minutes from the Regular meeting held on August 1, 2024.**

**III. PUBLIC HEARINGS:**

- A. Hold a Public Hearing on the FY 2024-25 Godley Economic Development Corporation Annual Budget.**
- B. Discuss and consider adoption of the FY2024-25 Godley Economic Development Corporation Annual Budget and recommend approval of said budget to the Godley City Council.**

**IV. ACTION ITEMS:**

- A. Discuss and consider authorizing the City Administrator to execute a contract with Pyro Shows for the Sponsorship of the Fireworks Show at the Independence Celebration to be held on July 5, 2025.**

**V. EXECUTIVE SESSION**

*Pursuant to the TEXAS OPEN MEETINGS ACT, Chapter 551, TEXAS GOVERNMENT CODE, Section 551.071 (consultation with attorney on pending or contemplated litigation, settlement officer, or a matter in which the duty of the attorney to the governmental body under the Texas Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551) Section 551.087 (discussions of certain economic development matters), executive session may be held, under these exceptions, at any time during the meeting that a need arises for the EDC Board of Directors to discuss posted subject matter of this EDC meeting.*

*Reconvene into open session for possible action resulting from any items posted and legally discussed in executive session.*

**ADJOURNMENT**

**Certification:**

I hereby certify that the above notice was posted on the bulletin board, at the Godley City Hall, 200 West Railroad Ave., Godley, Texas 76044, on August 29, 2024 8:05 am/pm and remained so posted at least 72 hours before said meeting was convened. **NOTICE:** Godley City Hall is wheelchair accessible and special parking is available at the Front of the of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's Office a minimum of 24 hours before the meeting and every effort will be made to provide reasonable accommodations.

Brittany Gross  
 Brittany Gross, City Secretary

Certification of Notice of Meeting was removed on \_\_\_\_\_, 2024 at \_\_\_\_\_ a.m. /p.m. by \_\_\_\_\_.

Certification of Notice of Meeting was removed on \_\_\_\_\_, 2024 at \_\_\_\_\_ a.m. /p.m. by \_\_\_\_\_.

# Godley Economic Development Board of Directors

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## AGENDA REPORT



**Meeting Date:** August 29, 2024

**Staff Contact:** Angela Winkle, City Administrator

**Agenda Item:** II. A.

**E-mail:** Angela.winkle@godleytx.gov

**Phone:** 817-389-3539

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**SUBJECT:** Discuss and possible action on approval of the Godley Economic Development Corporation minutes from the Regular meeting held on August 1, 2024.

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**BACKGROUND:**

Attached are the minutes from the Regular meeting held on August 1, 2024.

**FINANCIAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends council consider approval of the minutes.

**ATTACHMENTS:**

- Minutes from the Regular meeting held on August 1, 2024.

**MINUTES OF THE GODLEY ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS MEETING HELD, Tuesday, August 1, 2024  
at 6:00 p.m., Godley City Hall, 200 West Railroad Street, Council Chambers**

***EDC Members Present:*** Michael McLeod, President  
Julie Eastman, Vice President  
Christopher Lenker, Board Member, Mayor  
Angela Winkle, Treasurer, City Administrator

***City Staff Present:*** Lindsey Hale, City Attorney

***Absent:*** Melissa Woychesin, Board Member  
Tammy Cuttino, Board Member

**I. CALL TO ORDER / ROLL CALL**

President of the Board Michael McLeod called the meeting to order at 6:06 pm and announced a quorum of the EDC Board of Directors was present.

**II. CONSENT AGENDA:**

- A. Discuss and consider possible action on approval of the Godley Economic Development Corporation minutes from the Regular meeting held on April 23, 2024.** Board member/ Mayor Lenker made the motion to approve the minutes with the corrections made, second by Vice President Julie Eastman, the board voted unanimously to approve the minutes. Motion carried 4-0.

**III. DISCUSSION ITEM:**

**Discuss the EDC Budget and Sales Tax allocation for the Godley Economic Development Corporation.** Angela Winkle, Board member and Treasurer provided an update of the Sales Tax allocation for the EDC and a proposed budget. Staff advised the EDC receives .5 or ½% of the 2% that the city receives in Sales Tax. FY2022-23 the EDC total in Sales Tax was \$541,024.39. So far, this Fiscal Year EDC is at \$410,947.36 and if the trend stays steady June-September we could be seeing year ending totals of \$611,803.12.

The following expenditures were discussed in the proposed FY2024-25 budget:

- **51-540-4110 Veterans Memorial:** Shared expenses with the city on the update of the Veteran's Memorial at the city park in the amount of \$10,000 to update the platform, refurbish the plaque and purchase the Field Cross for the memorial.
- **51-540-5120 City Events:** Purchase of a Happy Holidays sign for the city park/ Christmas Event \$8,000.00 and sponsorship of the Fireworks Show at the Independence Celebration on July 5, 2025 \$15,000.00, a total of \$23,000.00.
- **51-540-4140 380 Agreements:** This is the Annual 380 Agreements that EDC has with Bloomfield Homes, the Sonic and the upcoming Chicken Express in the amount of \$100,000.00.
- **51-540-4140 Marketing:** This would be a portion of the Rebranding for the City and EDC for a City Logo and EDC Logo.
- **51-540-4150 Website:** EDC's portion of the new website page for EDC

- **51-540-7412 Debt Service** This is the cost on the Park Improvement Loan Due Oct/January/April and July each year in the amount of \$13,504.75 total cost \$54,019.00 annually.

It was discussed that the Board begin to consider a consultant or Consulting Firm in the future for bringing business and sales tax into the City of Godley.

#### **IV. ACTION ITEMS:**

- A.) Discuss and consider ratifying the expenditures made for the 380 Agreements to Bloomfield Homes and the Sonic in this fiscal year FY2024-24 and direct the City Administrator to expend EDC funds payable to the City of Godley Fund for reimbursement.** Angela Winkle, Treasurer advised this is a housekeeping item, to ratify the expenditures that have been made on behalf of the EDC Agreement by the City of Godley and requesting approval for the reimbursement of these funds to the General Fund in the amount of \$125,943.00. Board Member Chris Lenker made the motion to ratify the expenditures and approve the reimbursement to the City's General Fund, second by President Michael McLeod, the board voted unanimously to approve. Motion carried 4-0.
- B.) Discuss and take possible action to approve the Semi-Annual payment pursuant to Chapter 380 Grant Agreement by and between the City of Godley, Texas and Bloomfield Homes, L.P. in the amount of \$18,646.34 and authorize the City Administrator to expend the funds.** Angela Winkle advised this is a Semi-Annual payment to Bloomfield Homes pursuant to their 380 Agreement. Council approved the last payment in February 2024, which you just approved the reimbursement for. The total incentive due to Bloomfield Homes is \$18,464.34 for the period of January 2024- July 2024. Board member Chris Lenker made the motion to approve the incentive payment on the 380 Agreement and authorize the City Administrator to expend the funds, second by Vice President Julie Eastman, the board voted unanimously to approve the expenditure of funds. Motion carried 4-0.

**There was no Executive Session.**

#### **EXECUTIVE SESSION:**

*Pursuant to the TEXAS OPEN MEETINGS ACT, Chapter 551, TEXAS GOVERNMENT CODE, Section 551.071 (consultation with attorney on pending or contemplated litigation, settlement officer, or a matter in which the duty of the attorney to the governmental body under the Texas Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551) Section 551.072 (discussions about the value or transfer of real property); Section 551.073 (discussions about a prospective gift or donation to a governmental body); Section 551.074 (discussions about security, employment, evaluation reassignment, duties, discipline or dismissal of a public officer or employee) Section 551.076 (discussion about security, personnel, security devices, or a security audit), Section 551.087 (discussions of certain economic development matters), Section 418.0183 (f) ( discussion of emergencies and disasters) of the Texas Government Code (Texas Disaster Act), executive session may be held, under these exceptions, at any time during the meeting that a need arises for the city council to discuss posted subject matter of this city council meeting.*

**ADJOURNMENT**

As there was no further business President Mike McLead adjourned the meeting at 6:31p.m.

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President Mike McLead

ATTEST:

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Angela Winkle, CPM  
City Administrator

# Godley Economic Development Board of Directors

## AGENDA REPORT

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Meeting Date: August 29, 2024

Staff Contact:

Angela Winkle, CPM, City  
Administrator

Agenda Item: III. A. & B.

E-mail:

Angela.Winkle@godleytx.gov

Phone:

817-389-3539

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- SUBJECT:**
- A. Hold a Public Hearing on the Proposed FY2024-25 Godley Economic Development Corporation Annual Budget.**
  - B. Discuss and consider adoption of the FY2024-25 Godley Economic Development Corporation Annual Budget and recommend approval of said budget to the Godley City Council.**
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### **BACKGROUND:**

At the August 1, 2024 meeting, staff presented information on the funding of the Economic Development Corporation and the Debt obligations as well as the 380 Agreements in place. EDC receives .5 or ½% of the 2% that the city receives in Sales Tax. FY2022-23 the EDC total in Sales Tax was \$541,024.39. So far, this Fiscal Year EDC is at \$410,947.36 and if the trend stays steady June-September we could be seeing year ending totals of \$611,803.12.

Additionally, staff presented a proposed budget with a request for the Economic Development to partner with the city on the repair and update of the Veteran's Memorial at the city park, for the purchase of a Happy Holidays sign for the park and finally for sponsorship of the Fireworks Show at the Independence Celebration scheduled for July 5, 2025.

With that being said, it has been mentioned for the need of an EDC Consulting Firm or Individual to promote the city and to bring in more business. Staff did add an additional \$70,000.00 under Professional Services, if the Board chooses to move forward with that in the new fiscal year.

### **FINANCIAL IMPACT:**

In the proposed EDC Budget on the Revenues, I am forecasting \$500,000.00 in revenues.

The expenditures staff removed the salaries, benefits, supplies from EDC and placed those expenditures in the Parks Department.

- **51-540-4110 Professional Services:** Proposed EDC Consulting Services fees.
- **51-540-4110 Veterans Memorial:** Shared expenses with the city on the update of the Veteran's Memorial at the city park in the amount of \$10,000 to update the platform, refurbish the plaque and purchase the Field Cross for the memorial.

- **51-540-5120 City Events:** Purchase of a Happy Holidays sign for the city park/ Christmas Event \$8,000.00 and sponsorship of the Fireworks Show at the Independence Celebration on July 5, 2025 \$15,000.00, a total of \$23,000.00.
- **51-540-4140 380 Agreements:** This is the Annual 380 Agreements that EDC has with Bloomfield Homes, the Sonic and the upcoming Chicken Express in the amount of \$100,000.00.
- **51-540-4140 Marketing:** This would be a portion of the Rebranding for the City and EDC for a City Logo and EDC Logo.
- **51-540-4150 Website:** EDC's portion of the new website page for EDC
- **51-540-7412 Debt Service** This is the cost on the Park Improvement Loan Due Oct/January/April and July each year in the amount of \$13,504.75 total cost \$54,019.00 annually.

This budget is NOT including any Development Agreements with Hunter Park at this time, we can come back and amend the budget at that time.

**RECOMMENDATION:**

Staff recommends holding the public hearing as required, consider the proposed FY2024-25 EDC Budget and recommend approval of said budget to the City Council for approval and adoption.

**ATTACHMENTS:**

- Proposed FY 2024-25 EDC Budget

CITY OF GODLEY  
 PROPOSED BUDGET WORKSHEET  
 AS OF: JULY 31ST, 2024

51 -4B

	2021-2022 ACTUAL	2022-2023 ACTUAL	CURRENT BUDGET	2023-2024 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<u>Tax Revenues</u>							
51-40215 4B Sales Tax Revenue	419,726	359,982	381,906	452,003	0	500,000	
TOTAL Tax Revenues	419,726	359,982	381,906	452,003	0	500,000	
<u>Interest and Royalties</u>							
51-47000 Interest Income	17,032	114,256	14,000	68,842	0	7,500	
TOTAL Interest and Royalties	17,032	114,256	14,000	68,842	0	7,500	
<b>TOTAL REVENUES</b>	436,758	474,237	395,906	520,845	0	507,500	



CITY OF GODLEY  
PROPOSED BUDGET WORKSHEET  
AS OF: JULY 31ST, 2024

51 -4B  
Parks

DEPARTMENTAL EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	CURRENT BUDGET	2023-2024 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
<b>Personnel</b>							
51-540-1000 Salaries	65,264	12,980	50,496	0	0	0	
51-540-1100 Payroll Taxes	4,993	993	3,600	0	0	0	
51-540-1200 Health Insurance	5,767	494	3,500	0	0	0	
51-540-1210 Retirement	1,764	354	1,500	0	0	0	
51-540-1220 Payroll Expenses	0	0	0	0	0	0	
51-540-1230 Unemployment Tax	9	0	250	111	0	0	
51-540-1250 Employee Incentive	0	0	0	0	0	0	
<b>TOTAL Personnel</b>	<b>77,797</b>	<b>14,821</b>	<b>59,346</b>	<b>111</b>	<b>0</b>	<b>0</b>	
<b>Supplies</b>							
51-540-2000 General Supplies and Equipm	520	820	10,000	2,845	0	0	
51-540-2050 Miscellaneous	285	0	1,000	625	0	0	
51-540-2090 Fees and Licenses	4,900	4,900	5,000	0	0	0	
51-540-2100 Travel, Training, Tuition	0	0	0	470	0	0	
51-540-2170 Fleet Fuel	0	0	3,000	600	0	0	
51-540-2520 PPE-Cleaning	0	0	0	0	0	0	
51-540-2550 Grant Expenses	0	0	0	0	0	0	
51-540-2700 Utilities: Electric	4,528	849	10,000	292	0	0	
51-540-2760 SUD (Water)	0	0	10,000	0	0	0	
<b>TOTAL Supplies</b>	<b>10,233</b>	<b>6,569</b>	<b>39,000</b>	<b>4,833</b>	<b>0</b>	<b>0</b>	
<b>Repair and Maintenance</b>							
51-540-3050 R&M - City Facilities	20,112	13,215	35,000	6,646	0	0	
51-540-3220 R&M - City Network/Hardware	0	0	10,000	0	0	0	
<b>TOTAL Repair and Maintenance</b>	<b>20,112</b>	<b>13,215</b>	<b>45,000</b>	<b>6,646</b>	<b>0</b>	<b>0</b>	
<b>Professional/Contracted</b>							
51-540-4100 Professional Srv/Cnt Labor	4,835	800	12,000	0	0	70,000	
51-540-4110 Veterans Memorial	0	0	0	0	0	10,000	
51-540-4120 City Events	0	0	0	0	0	23,000	
51-540-4130 380 Agreements	0	0	0	0	0	100,000	
51-540-4140 Marketing	0	0	0	0	0	3,000	
51-540-4150 Website	0	0	0	0	0	1,698	
51-540-4160 IT	0	0	0	0	0	0	
51-540-4170 Audit	0	0	0	0	0	10,000	
51-540-4180 Pest Control	0	30	0	0	0	0	
<b>TOTAL Professional/Contracted</b>	<b>4,835</b>	<b>830</b>	<b>14,500</b>	<b>0</b>	<b>0</b>	<b>217,698</b>	
540-4100 Professional Srv/Cnt Labor							
EDC CONSULTING FEES							
540-4110 Veterans Memorial							
CURRENT YEAR NOTES: REPAIR AND UPDATE VETERAN'S MEMORIAL AS A MARKETING FOR CITY							
540-4120 City Events							
CURRENT YEAR NOTES: HAPPY HOLIDAYS SIGN FOR PARK \$8,000.00 AND SPONSORSHIP OF THE FIREWORKS ON THE JULY 5 INDEP CELEBRATION \$15,000.00							

PROPOSED BUDGET WORKSHEET  
AS OF: JULY 31ST, 2024

51 -4B  
Parks

(----- 2023-2024 -----) (----- 2024-2025 -----)

DEPARTMENTAL EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
540-4130 380 Agreements							
CURRENT YEAR NOTES: ANNUAL TAX REBATES FROM 380 AGREEMENTS GODLEY VENTURES (SONIC) \$50,000.00 BLOOMFIELD HOMES \$25,000.00; THIS YEAR ADDING CHICKEN E ESTIMATED \$25,000.00							
540-4140 Marketing							
CURRENT YEAR NOTES: MARKETING FOR SPECIAL EVENTS AND REBRANDING CITY							
540-4150 Website							
CURRENT YEAR NOTES: EDC PAGE FOR UPDATED CITY WEBSITE							
Capital Outlay							
51-540-5000 Capital Outlay/Improv	0	2,932	5,000	6,998	0	0	0
51-540-5050 Capital Outlay - CIP 2020	0	0	0	0	0	0	0
TOTAL Capital Outlay	0	2,932	5,000	6,998	0	0	0
Debt Service							
51-540-7412 Debt Service	54,019	13,505	54,019	54,019	0	54,019	54,019
TOTAL Debt Service	54,019	13,505	54,019	54,019	0	54,019	54,019
540-7412 Debt Service							
PERMANENT NOTES: PARK IMPROVEMENT LOAN \$810,285.00 DUE OCT/JAN/APRIL/JULY \$13,504.75							
540-7412 Debt Service							
CURRENT YEAR NOTES: PARK IMPROVEMENTS LOAN \$13,504.75 OCT/JAN/APRIL/JULY							
TOTAL Parks	166,995	51,872	216,865	72,607	0	271,717	

51 -4B

Non-Departmental

DEPARTMENTAL EXPENDITURES	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 YEAR-TO-DATE ACTUAL	CURRENT BUDGET	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET
Supplies							
51-600-2050 Miscellaneous	0	0	0	0	0	0	0
TOTAL Supplies	0	0	0	0	0	0	0
Debt Service							
51-600-7400 Bond Series 2010	0	0	0	0	0	0	0
51-600-7401 Econ Dev Note Series 2019	0	0	0	0	0	0	0
TOTAL Debt Service	0	0	0	0	0	0	0
Transfers							
51-600-9000 Transfers Out	0	0	0	0	0	0	0
TOTAL Transfers	0	0	0	0	0	0	0
TOTAL Non-Departmental	0	0	0	0	0	0	0
TOTAL EXPENDITURES	166,995	51,872	72,607	216,865	0	271,717	
REVENUE OVER/(UNDER) EXPENDITURES	269,762	422,366	448,238	179,041	0	235,783	

# Godley Economic Development Board of Directors

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## AGENDA REPORT



**Meeting Date:** August 29, 2024  
**Agenda Item:** IV. A

**Staff Contact:** Angela Winkle, CPM, City  
Administrator  
**E-mail:** Angela.Winkle@godleytx.gov  
**Phone:** 817-389-3539

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**SUBJECT:** Discuss and consider taking action on accepting the bid from Pyro Shows of Texas, Inc. and authorize the City Administrator to execute the contract for the Godley Independence Celebration 2025 and expend the funds for the deposit.

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### **BACKGROUND:**

In the budget it was proposed that the Godley EDC sponsor the Fireworks Show for the 2025 Independence Celebration on July 5, 2025. The city has been asked by numerous residents about next year and having some type of celebration in the city.

**FINANCIAL IMPACT:** The total cost of the custom 10-minute show is \$15,000.00; this includes set up, marking a for street closures, FD Suppression, Crowd Control Fencing and 70' for fallout. They will also obtain all needed State and Local Permits. The city will notify TML our Liability Insurance Company of the event for the one day for any additional coverage that may be required.

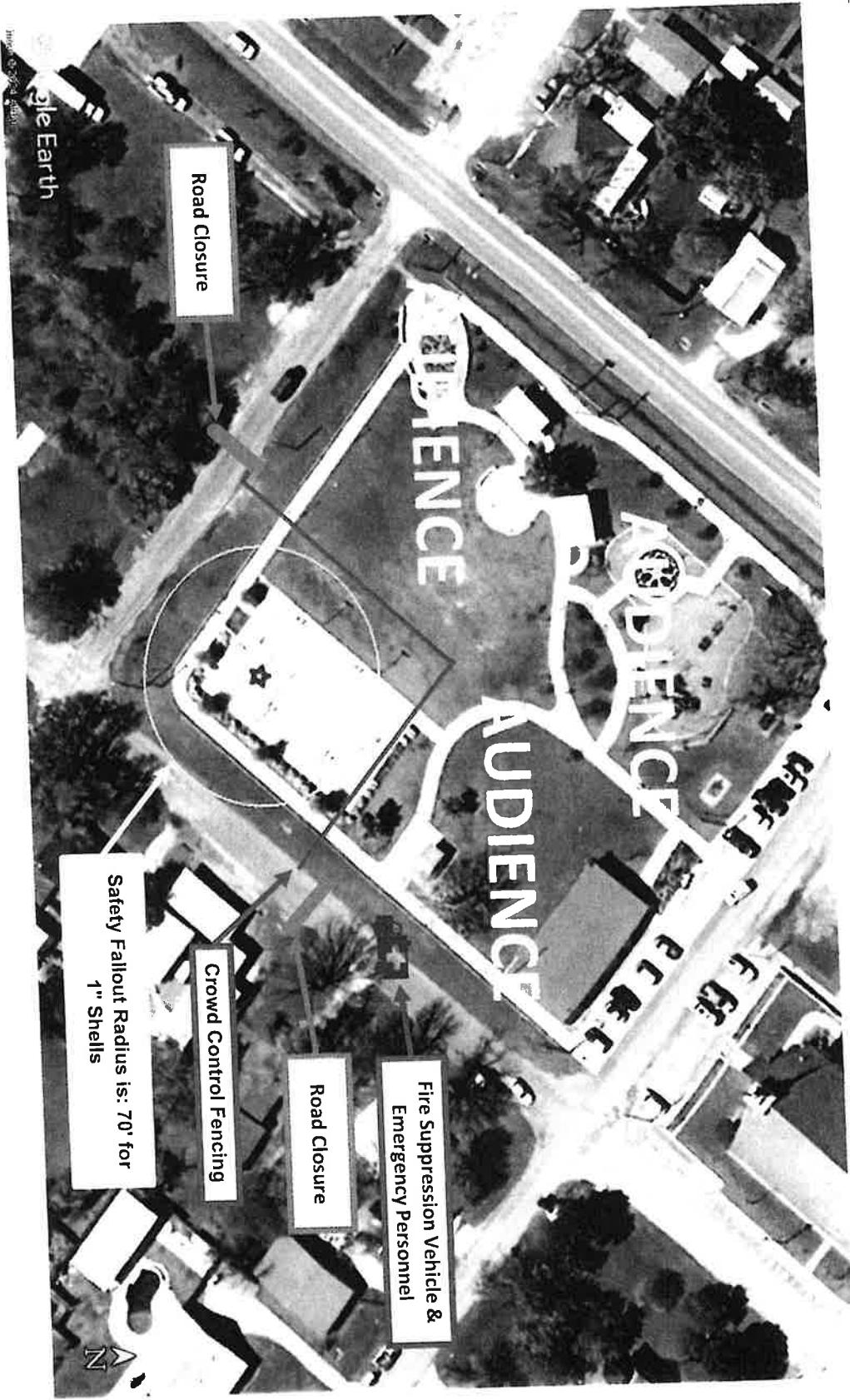
### **RECOMMENDATION:**

It is the recommendation of Staff the EDC consider the sponsorship.

### **ATTACHMENTS:**

- Quote
- Proposed site
- Pyro Shows of Texas, Inc. Invoice for Deposit
- Contract





Customer: Godley, City of  
 Show Date: TBD  
 Show Address: 104 E. Allen Ave. Godley, TX 76044  
 Show Site Lat/ Long: 32.447924°,-97.526619°  
 Show Time: TBD  
 Rain Date: TBD

Show Name: Godley IDC 2025  
 Maximum Device Size: 1  
 Safety Fallout Radius: 70'  
 Storage Required: No  
 Diagram Created: 07/22/24  
 Diagram Created By:

**PYRO SHOWS OF TEXAS, INC.**

**Contract Agreement**

This Agreement made on **Jul 23, 2024** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135**, and hereinafter referred to as "**PYRO SHOWS**" and **Godley, City of** with its principal place of business located at **P.O. Box 27 Godley, TX 76044** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **#25-TX-0705-C-15000-000004** dated **Jul 23, 2024**. The Show will be given on **July 5, 2025**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

**PYRO SHOWS OF TEXAS, INC.**

**Contract Agreement**

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as additional Insured under the terms of this coverage. PYRO SHOWS, INC. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Godley, City of shall pay PYRO SHOWS \$ 15,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 15,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 7,500.00) upon return of signed contract by August 22, 2024. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.



**PYRO SHOWS OF TEXAS, INC.**  
**Contract Agreement**

**IMPORTANT:** Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS OF TEXAS, INC.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Chad Stanley, Vice President

**CUSTOMER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature Printed Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Pyro Shows of Texas, Inc

6601 Nine Mile Azle Rd  
Fort Worth, TX 76135

# Deposit Invoice

Date	Invoice #
7/23/2024	25TX000004

Name / Address
City of Godley P.O. Box 27 Godley, TX 76044

Project	P.O. No.	Show Date	Terms
Godley - IDC	Godley Independence 25	7/5/2025	Net 30
Description	Deposit Due	Total	
Deposit Due per Contract Agreement -City of Godley Independence Celebration 07/05/2025  Contract #24-TX-0705-C-15000-000004 Total: \$15,000.00	7,500.00	7,500.00	
<p style="text-align: center;"><b>Please Remit to:</b> <b>Pyro Shows of Texas, Inc.</b> <b>P.O. Box 1776</b> <b>LaFollette, TN 37766</b></p>			
We appreciate your prompt payment.		<b>Total</b>	\$7,500.00