

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON APPROVING A GRANT TO BRAKEFIELD'S POOL SERVICE LLC FOR FAÇADE AND SIGN IMPROVEMENTS LOCATED AT 520 S. ELM STREET FROM THE DOWNTOWN REINVESTMENT GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$10,000.00 FROM TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD RECOMMENDS APPROVAL (5-0).

WHEREAS, on April 3, 2007, the City Council approved the Downtown Reinvestment Grant Program (the "Program") by Ordinance No. 2007-072; and

WHEREAS, on September 18, 2018, August 18, 2020, December 14, 2021, and November 19, 2025, the City Council approved changes to the Program by Ordinance Nos. 18-1321, 20-1521, 21-2626, and 25-1911, respectively; and

WHEREAS, Brakefield's Pool Service LLC, tenant of the property located at 520 S. Elm St., Denton, Texas 76201 (the "Property"), applied for a \$10,000.00 grant in accordance with the Program; and

WHEREAS, the Tax Increment Financing Reinvestment Zone Number One Board and the Downtown Economic Development Committee reviewed the application in accordance with the Program and recommend a grant in the full amount requested by the applicant; and

WHEREAS, pursuant to the Program, the maximum Grant amount for the improvements to the Property is \$10,000.00; and

WHEREAS, it is in the public interest and benefits the Downtown TIRZ to award the Downtown Reinvestment Grant, thereby stimulating economic development and promoting desired redevelopment in the downtown area of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are found to be true and incorporated herein by reference as if fully set forth in the body of this ordinance.

SECTION 2. The City Council of the City of Denton hereby approves an agreement between the City and Brakefield's Pool Service LLC in the form attached hereto authorizing a grant in an amount not to exceed \$10,000.00 payable from Tax Increment Reinvestment Zone No. 1 funds under the Program.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City, including the expenditure of funds as provided in the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. the Ordinance was passed and approved by the following vote[\_ - \_]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY  
ATTORNEY

BY: Scott Bray Scott Bray  
Deputy City Attorney

## **DOWNTOWN REINVESTMENT GRANT AGREEMENT**

This Downtown Reinvestment Grant Agreement (the “Agreement”) is entered into by and between the City of Denton, Texas, a Texas municipal corporation duly acting herein by and through its City Manager (the “City”), and Brakefield’s Pool Service LLC, a Texas limited liability company with principal place of business at 520 S. Elm Street, Denton, TX 76201 (“Owner”).

WHEREAS, the City Council of Denton, Texas (the “City Council”) has, by Ordinance No. 2007-072, elected to offer downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the “Program”), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate “guidelines and criteria” governing downtown reinvestment grant incentive agreements to be entered into by the City;

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit “A” attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the “Premises”); and

WHEREAS, on the 10th day of November, 2025, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the “Application”), which is attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, the City Council of the City of Denton finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City and Owner for and in consideration of the premises contained herein do hereby contract, covenant, and agree as follows:

### I.

#### TERMS AND CONDITIONS OF REIMBURSEMENT GRANT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City will pay to the Owner the following reimbursement grant:

1. A reimbursement grant in an amount not to exceed \$10,000 (the "Grant") attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

2. The Grant will be distributed to Owner as a lump sum reimbursement upon completion of the Project, the receipt of adequate documentation of expenditure of the Grant amount on costs necessary and related to the Improvements as described in Exhibit "B" attached hereto, and approval of the completed Improvements by the City.

B. A condition of receiving the Grant is that, by May 5, 2027, Owner will complete paint and sign updates as described in Exhibit "B" (collectively, the "Improvements") on the Premises.

C. A condition of the Reimbursement is that the Improvements be completed and used substantially in accordance with the description of the project set forth in Exhibit "B" and comply with the requirements of the Program, which are incorporated herein by reference.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

E. The parties expressly understand and agree that City's payment of the Grant is contingent upon City's receipt and appropriation of adequate funds to pay the Grant. If adequate funds are not available to make the payment under this Agreement, City may, at its option, either reduce the amount of the Grant or terminate the Agreement.

F. It is expressly understood that this Agreement in no way obligates the City to provide more funds than the Grant amount.

## II.

### CONDITION OF REIMBURSEMENT

A. Prior to payment of any portion of the Grant, all ad valorem real property taxes with respect to the Premises and all other property in the City owned by the Owner shall be current.

B. Prior to the payment of any portion of the Grant, Owner shall have constructed the Improvements as specified in Exhibit "B."

C. If alterations to the paint or sign are made for any reason within one (1) year from final payment of the Grant without prior written consent from the City, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

## III.

### RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City

employees and allow sufficient inspection of financial information related to construction of the Improvements to ensure that the Improvements are made, and performance thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner's business operations.

IV.  
GENERAL PROVISIONS

- A. The City has adopted guidelines and criteria for the Program that allow it to enter into this Agreement containing the terms set forth herein.
- B. The City has determined that procedures followed by the City to enter into this Agreement and the obligations of the parties to this Agreement conform to the requirements of the Code and the Program.
- C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.
- D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.
- E. Pursuant to Section 2264.051 of the Texas Government Code, Owner certifies that it and its branches, divisions, or departments do not and will not knowingly employ an undocumented worker.

V.  
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepaid, by hand delivery or via facsimile:

OWNER:

Brakefield's Pool Service, LLC  
520 S. Elm Street  
Denton, TX 76201

CITY:

Cassey Ogden, Interim City Manager  
City of Denton  
215 E. McKinney,  
Denton, Texas 76201  
Fax No. 940-349-8596

VI.  
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance No. \_\_\_\_\_ authorizing the City Manager to execute this Agreement on behalf of the City.

VII.  
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

VIII.  
OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.  
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.  
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI. BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

XII.  
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII.  
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only

and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.  
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.  
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.  
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVII.  
INDEMNIFICATION

**OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THE LEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.**

*[Signature page follows]*

This Agreement is executed and effective on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
(the "Effective Date") by duly authorized officials of the City and Owner.

**CITY OF DENTON**

\_\_\_\_\_  
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:  
INGRID REX, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray Scott Bray  
Deputy City Attorney

**OWNER:**  
**Brakefield's Pool Service LLC**

DocuSigned by:  
Jay Brakefield  
By: \_\_\_\_\_  
79AC0D4C0FFD4FA...  
Jay Brakefield, Member

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Being Lot 2A, Block 33 of the ORIGINAL TOWN OF DENTON, an addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Cabinet F, Page 309, Plat Records, Denton County, Texas

**EXHIBIT B**

APPLICATION AND IMPROVEMENTS

**From:** [Smartsheet Automation](#)  
**To:** [Pulido, Kristen](#)  
**Subject:** Brakefield's Pool Service, LLC has completed the Downtown Reinvestment Grant form  
**Date:** Monday, November 10, 2025 10:44:58 AM

This message has originated from an External Source. Please be cautious regarding links and attachments.



<!--[if !mso]--> <!--[endif]-->

## **Brakefield's Pool Service, LLC has completed the Downtown Reinvestment Grant form**

Brakefield's Pool Service, LLC has completed the Downtown Reinvestment Grant form:

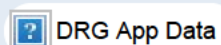
- Address: 520 S Elm Street Denton, Tx 76201
- Type of work: Paint Only, Signage
- Planned Improvements: Exterior paint of both front and rear building - black trim and white fields

Sign - Vacuumed Form Pylon Face with install  
59 3/4 x 96 1/4 lexan pans, 2" deep, 1 1/2" flange for 1" retainer, painted white b.g, 4 pms teal and/or blue, black, opaque for dark colors, white, double mas, outline, art.  
LED Retrofit

- Total Cost: 32883.65
- Total Grant Request: 34000.00

### Additional Notes:

- The prospect's submitted total cost is not equal to the sum of individual costs reported in the form.
- The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form.
- The grant request exceeds 50% of the total project cost.



**Details**

Changes since 11/10/25, 10:42 AM

1 row added

5 attachments added

1 row added or updated (shown in yellow)

[Row 5](#)

<b>Business name</b>	Brakefield's Pool Service, LLC
<b>Created date</b>	11/10/25, 10:42 AM
<b>Applicant name</b>	Jay Brakefield
<b>Applicant mailing address</b>	520 S Elm St
<b>Phone number</b>	[REDACTED]
<b>Email</b>	[REDACTED]
<b>Building owner different from applicant?</b>	No
<b>Building owner (if different from applicant)</b>	
<b>Building owner phone</b>	
<b>Building owner email</b>	
<b>Building name</b>	Brakefield's Pool Service
<b>Project site/address</b>	520 S Elm Street Denton, Tx 76201
<b>Type of work</b>	Paint Only Signage
<b>Planned Improvements Details</b>	Exterior paint of both front and rear building - black trim and white fields Sign - Vacuumed Form Pylon Face with install 59 3/4 x 96 1/4 lexan pans, 2" deep, 1 1/2" flange for 1" retainer, painted white b.g, 4 pms teal and/or blue, black, opaque for dark colors, white, double mas, outline,

	art. LED Retrofit
<b>Downtown benefit</b>	This project will enhance the appearance of my business, making it more inviting and visually appealing to visitors and residents. Fresh paint and signage will not only improve my storefront but also contribute to the overall aesthetic of downtown, helping create a more vibrant, attractive, and welcoming environment. An improved exterior encourages foot traffic, supports neighboring businesses by drawing more people to the area, and demonstrates pride in our community. By investing in the look of my business, I am helping strengthen the identity and appeal of the downtown district as a whole.
<b>General or fire suppression application</b>	General grant categories
<b>Facade/building rehab cost</b>	26000.00
<b>Facade/building rehab requested grant</b>	25833.33
<b>Awnings cost</b>	0
<b>Awnings requested grant</b>	0
<b>Signs cost</b>	7050.32
<b>Signs requested grant</b>	8000.00
<b>Impact fees cost</b>	0
<b>Impact fees requested grant</b>	0
<b>Utility upgrades cost</b>	0
<b>Utility upgrades requested grant</b>	0
<b>Interior/code improvements cost</b>	0
<b>Interior/code improvements requested grant</b>	0

<b>Fire suppression system cost</b>	
<b>Fire suppression system requested grant</b>	
<b>Total cost (submission)</b>	32883.65
<b>Total cost (Smartsheet)</b>	33050.32
<b>Total grant request (submission)</b>	34000.00
<b>Total grant request (Smartsheet)</b>	33833.33
<b>Message Details</b>	<ul style="list-style-type: none"> <li>• The prospect's submitted total cost is not equal to the sum of individual costs reported in the form.</li> <li>• The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form.</li> <li>• The grant request exceeds 50% of the total project cost.</li> </ul>

Changes made by [web-form@smartsheet.com](mailto:web-form@smartsheet.com)



**5 attachments added**

- [EDITED-FRONT.jpg \(8M\)](#) added by [web-form@smartsheet.com](mailto:web-form@smartsheet.com) on Row 5: Brakefield's Pool Service, LLC
- [Grantdocuments.pdf \(14M\)](#) added by [web-form@smartsheet.com](mailto:web-form@smartsheet.com) on Row 5: Brakefield's Pool Service, LLC
- [SignEstimate.pdf \(135k\)](#) added by [web-form@smartsheet.com](mailto:web-form@smartsheet.com) on Row 5: Brakefield's Pool Service, LLC
- [Signdrawing.png \(631k\)](#) added by [web-form@smartsheet.com](mailto:web-form@smartsheet.com) on Row 5: Brakefield's Pool Service, LLC
- [EDITED-SHOP.jpg \(1M\)](#) added by [web-form@smartsheet.com](mailto:web-form@smartsheet.com) on Row 5: Brakefield's Pool Service, LLC

You are receiving this email because you are subscribed to a workflow "New application notification" (ID# 6133402949707652) on sheet [DRG App Data](#)

[Exclude your changes from all notifications](#) | [Unsubscribe](#)

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How will this project benefit Downtown?

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Legal Description of the property:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Table with 3 columns: Project Categories, Estimated Costs, Grant Requested. Rows include Facade/Building Rehab, Awnings, Signs, Impact Fees, Utility Upgrades, Interior/Code Improvements, Fire Suppression System, and Totals.

TOTAL COST OF PROPOSED PROJECT \$ 32,883.65

TOTAL GRANT REQUEST (May not exceed 50% of TOTAL COST up to \$50,000) \$ 10,000

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Jay Bralufuto
Applicant's Signature

01/30/2026
Date

### DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

Brakefield's Pool Service

*Business/Organization Name*

Brakefield's Pool Service

*Applicant's Signature*

*Printed Name*

*Date*

Jay Brakefield Jay Brakefield

*Building Owner's Signature (if different from applicant) Printed Name*

*Date*

This section is to be completed by Economic Development staff.

*Date considered by DEDC*

*Recommendation*

*Staff Signature*

*Date considered by TIRZ #1 Board*

*Recommendation*

*Staff Signature*

*Date considered by City Council*

*Approval*

*Staff Signature*



723 S Woodrow Lane  
 Denton, TX 76205  
 (940) 382-8899

# ESTIMATE

## EST-9972

signarama-denton.com

Payment Terms: Cash Customer

**DESCRIPTION: Vacuumed Form Pylon Face- Qty 2**

<b>Bill To:</b> Brakefield's Pool Service 701 S Locust St Suite 121 Denton, TX 76201 US	<b>Pickup At:</b> Signarama Denton, Texas 723 S Woodrow Lane Denton, TX 76205 US
--	---

Requested By: Jay Brakefield <div style="background-color: black; width: 150px; height: 20px; margin-top: 5px;"></div>	Salesperson: House Signarama Denton Texas Entered By: Glen Smith
---	---

PRODUCTS	QTY	UNIT PRICE	TAXABLE	TOTALS
1 <b>Vacuumed Form Pylon Face- Qty 2 with install</b> 59 3/4 x 96 1/4 lexan pans, 2" deep, 1 1/2" flange for 1" retainer, painted white b.g, 4 pms teal and/or blue, black, <u>opaque for dark colors</u> , white, double mask, outline, art  1.1 Custom Item Taxed - Sign Faces	1	\$4,783.00	\$4,783.00	\$4,783.00
2 <b>LED Retrofit</b>  2.1 Custom Item Taxed - Sign Faces	1	\$1,355.00	\$1,355.00	\$1,355.00

Base Subtotal:	\$6,138.00
Shipping:	\$375.00
Subtotal:	\$6,513.00
Taxable Amount:	\$6,513.00
Taxes:	\$537.32
Grand Total:	\$7,050.32
Deposit Required:	\$3,525.16

Regarding the production of custom signs, this estimate is valid based on information from the client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs. There will be a 3.25% convenience fee added to all orders that are paid with a credit card. Customers paying with checks or cash must notify Signarama to remove the charge.

Permitting: An administrative fee will be added for each permit filed with the city. This covers artwork, creation for plans submitted, and paperwork to be filed with the city. Additionally, the raw cost of the permit as billed by the city will be added to the final invoice at no markup. It is the responsibility of the client to inform E & S Signs LLC dba Signarama Denton to remove the permit acquisition fees if they wish to obtain it themselves, or forgo acquiring a permit altogether. The property owner / tenant is ultimately held responsible for permits and code violations on premises, and acknowledges E & S Signs LLC dba Signarama Denton is not liable for any violations or fees from improper permit acquisition. All signs are property of E & S Signs LLC dba Signarama Denton until payment is received in full.

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from the client about the project. for the time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring, and other components to restore sign illumination as needed only. Client must request and approve the complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs. Note any lighted sign longer 10ft in is subject to a center seam. This estimate only includes the installation to an existing sign circuit. If there is no existing sign circuit an electrician will be needed to create the sign circuit and completed by the owner before the installation of the lighted sign.

THIS ESTIMATE IS VALID FOR 30 DAYS FROM THE LAST REVISED DATE. Tariffs: Any cost of Tariffs, if applicable, will be applied as a shipping line item, and may vary depending on materials and economical climate. Client will be notified by E&S Signs LLC of the tariff amount and must approve before the project is moved into production.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





Estimate 25193-1

Issue Date July 29, 2025

Expires August 3, 2025

**PREPARED BY**

Clay Tolin  
Tristar Built  
(940) 367-7586  
clay@tristarrepair.com  
2126 James St, Denton, TX 76205, USA

**PREPARED FOR**

520 S Elm St  
Jay Brakefield  
[REDACTED]  
520 S Elm St, Denton, TX 76201, USA

**ESTIMATE DETAILS**

520 S Elm St, Denton, TX 76201, USA

**DESCRIPTION**

**TOTAL**

Exterior Building Paint Exterior paint of both front and rear building, Black Trim and White fields	\$25,833.33
<b>TOTAL</b>	<b>\$25,833.33</b>

Upon approval of the project, a deposit will be required.  
Unless otherwise notated, Draw Schedule is as follows:

For projects under \$30,000: 1st draw of 50% at start of project with final balance due at completion.  
For projects of \$30,000-\$79,999: 3 draw schedule  
For projects over \$80,000: 4 draw schedule  
Change Orders will be billed 100% upon completion.

**Terms and Conditions**

TriStar Repair & Construction ("TriStar") will provide to The Owner the services outlined in this estimate.

**Change Orders**

Owner may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the work as a result of a Change Order.

**Payment**

Payments shall be made in accordance with the outlined draw schedule. In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, TriStar has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and or seek legal remedies.

**Insurance**

TriStar shall maintain general liability insurance, in accordance with the minimum requirements of the state throughout the duration of the Services. TriStar shall provide Owner with proof of insurance upon the request of the Owner.

**Access**

The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

**Warranty**

TriStar shall provide a one year workmanship warranty on its services. Parts and materials are subject to the standard manufacturer's warranty.

**Default**

The occurrence of any of the following shall constitute a material default under this contract:  
The failure to make a required payment when due, the insolvency or bankruptcy of either party, the subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, and/or the failure to make available or deliver the Services in the time and manner provided for in this Contract.

**Entire Agreement**



520  
S. ELM



HOURS  
Monday - Friday  
9:30-4:30  
LUNCH 12-1  
Saturday - Sunday  
Closed

