

Steve Presley, Mayor
Larissa R. Loveless, Council District #1
Mitchell Jordan, Council District #2
Vickey L. Chivers, Council District #3
Joe Baxter, Council District #4
Dana Goolsby, Council District #5
Ann Connor, Council District #6



Teresa Herrera, Interim
City Manager/City Secretary
Gary Landers, City Attorney

**NOTICE OF TELECONFERENCE MEETING
CITY COUNCIL AGENDA
September 28, 2020
Work Session at 3:30 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas**

Notice is hereby given in accordance with Order of the Governor issued March 16, 2020, the Palestine City Council will conduct its meeting by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the COVID-19. There will be public access to the location described above. All attendees are required to wear a face covering.

Zoom Link Work Session:

<https://us02web.zoom.us/j/82419494514?pwd=eWkyU3VGS04vaXFZWmpHRU1Ca0txZz09>

Meeting ID: 824 1949 4514

Passcode: 001695

One tap mobile

+13462487799,,82419494514#,,,,,0#,,001695# US

Zoom Link Regular Meeting:

<https://us02web.zoom.us/j/83507378529?pwd=L3RMY2lxc1VNQWluVGM5aGd4ZEg5Zz09>

Meeting ID: 835 0737 8529

Passcode: 584406

One tap mobile

+13462487799,,83507378529#,,,,,0#,,584406# US

*Note: when you are joining a Zoom meeting by phone, you can use your phone's dial pad to enter the commands *6 for toggling mute/unmute and *9 to "raise your hand." [Learn more here.](#)*

Follow us live at: [facebook.com/palestinetx/](https://www.facebook.com/palestinetx/)

The public will be permitted to submit public comments electronically as provided by the agenda and as permitted by the presiding officer during the meeting.

WORK SESSION

1. First Reading of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC. Lisa Denton, EDC Director

2. Tax Increment Reinvestment Zone (TIRZ) Presentation with Travis James of TXP.
3. Discuss the proposed Fiscal Year 2020-2021 Annual Budget. Teresa Herrera, Interim City Manager

REGULAR MEETING

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PROPOSED CHANGES OF AGENDA ITEMS

D. PUBLIC COMMENTS, PUBLIC RECOGNITION, AND ANNOUNCEMENTS

Members of the public may submit their comments by completing the required Request to Speak form by using the weblink below. All comments submitted by 5:00 p.m., the day of the meeting will be read during the meeting. All comments must be no more than five minutes in length.

<http://cityofpalestinetx.com/government/city-secretary/policies-forms/request-to-speak/>

It is not the intention of the City of Palestine to provide a public forum for the embarrassment or demeaning of an individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of any person or threaten any person. Accordingly, profane, insulting, or threatening language will not be read aloud at the meeting.

E. CONFLICT OF INTEREST DISCLOSURES

F. MAYOR'S REPORT

G. ITEMS FROM COUNCIL

H. CITY MANAGER'S REPORT

1. August 2020 Development Services Department Report
2. August 2020 Economic Development Department Report
3. August 2020 Tourism Report
4. August 2020 Police Department Reports: Stats, CID, and PLACE Team

I. BOARD APPOINTMENTS

1. Consider the reappointment with term to expire on September 30, 2021: Kurt Herrington to Place 4 to Building and Standards Commission.
2. Consider the reappointment with term to expire on September 30, 2022: Isaac Wynn to Place 5, James Smith to Place 6, and Sean Conner to Place 6 to Building and Standards Commission.
3. Consider the appointment with term to expire September 30, 2022: John Pyle to Place 4 replacing Drew Wommack III to Historic Landmarks Commission.
4. Consider the reappointment with term to expire on September 30, 2022: Mark D. McEachran to Place 2 and Linda Williams to Place 6 to Historic Landmarks Commission.

5. Consider the appointment with term to expire on September 30, 2021: Jacob Wheeler to Place 3 replacing Jessica Jones to the Parks Advisory Board.
6. Consider the reappointment with term to expire on September 30, 2022: Tish Shade to Place 6 and Tara M. Farris to Place 7 to the Main Street Advisory Board.
7. Consider the reappointment with term to expire September 30, 2022: Ernesto Hernandez to Place 5, Diane Davis to Place 6, and Billy Joe Miller I to Place 7 to the Parks Advisory Board.
8. Consider the reappointment with term to expire September 30, 2022: Patty Smith to Place 6 and Frances Ann Lindsey to Place 7 to the Tourism Advisory Board.
9. Consider the reappointment with term to expire September 30, 2022: Grizelda Castillo to Place 5, Dan Davis to Place 6, and Alex Nemer II to Place 7 to the Planning and Zoning Commission.

J. OPEN BIDS

1. Open sealed bids RFP 2020-014 Chemicals (Water Treatment Plant Aluminum Sulfate (Alum))
2. Open Bid 001-Palestine Paving & ADA Athletic Complex & Texas State Railroad Bid Document.

K. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by the Mayor or a Council Member, in which event those items will be pulled for separate consideration. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

1. Consider adopting a resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement. Teresa Herrera, Interim City Manager/City Secretary
2. Consider approval of invoices over \$25,000. Andy Sibai, Interim Finance Director
3. Consider approval of the proposed Hunting Lease Agreement. Patsy Smith, Parks & Rec. Director
4. Consider authorizing the city manager to seek sealed bids for parts only on Ben Milam Street waterline replacement. Felipe Garcia, Utilities Director

L. REGULAR AGENDA

1. Discussion and possible action on an Ordinance adopting the Fiscal Year 2020-2021 Annual Budget. Teresa Herrera, Interim City Manager/City Secretary
2. Discussion and possible action on an Ordinance provided for the assessment, levy, and collection of Ad Valorem Taxes for 2020-2021. Teresa Herrera, Interim City Manager/City Secretary
 - a) For the maintenance and support of general government (General Fund)
 - b) For the payment of accruing interest and providing for debt service of bonded indebtedness
 - c) To adopt a maintenance and operation rate of \$0.555678/\$100
 - d) To adopt a debt service rate of \$0.128096/\$100
 - e) To adopt the proposed tax rate of \$0.683774/\$100 (record vote)
3. Discuss and take action regarding the establishment of Tax Increment Reinvestment Zone (TIRZ). Lisa Denton, EDC Director

4. Discussion and possible action of the proposed Airport Land Lease for the construction of a new private hangar at Palestine Municipal Airport for Gleason Romans. Mark Fletcher, Streets Director
5. Discussion and possible action regarding awarding bid RFP 2020-010 Janitorial Services to Unicare Building Maintenance, Inc. (UCBM) in the amount of \$92,046.46. Mark Fletcher, Streets Director
6. Consider authorizing the Mayor to execute a Chapter 380 Agreement with The Overlook Lifestyle Apt Homes LLC. Lisa Denton, EDC Director
7. Second Reading and possible action of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC. Lisa Denton, EDC Director

M. CLOSED SESSION

Council will go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D.

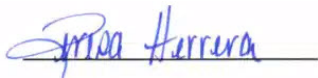
1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer including but limited to the G. Cooper v. City & PEDC, Baze Chemical, Lone Star Equipment, Laza, UPRR, Kennedy, Steven, Ivy lawsuits, and other pending claims.
2. Section 551.087 deliberation regarding Economic Development negotiations: Prospect #1006.

N. RECONVENE IN REGULAR SESSION

1. Take any action necessary regarding pending or contemplated litigation or a settlement offer including but limited to the G. Cooper v. City & PEDC, Baze Chemical, Lone Star Equipment, Laza, UPRR, Kennedy, Steven, Ivy lawsuits, and other pending claims.
2. Take any action necessary regarding Prospect #1006.
3. Discussion and possible action regarding awarding 001-Palestine Paving & ADA Athletic Complex and Paving Texas State Railroad. Patsy Smith, Parks & Rec. Director and Steve Presley, Mayor

O. ADJOURNMENT

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, September 25, 2020, at 3:00 p.m.**



Teresa Herrera, Interim City Manager/City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT therrera@palestine-tx.org or 903-731-8414.



Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: First Reading of a Resolution
Date Submitted: 09/24/2020

SUMMARY:

First Reading of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC

RECOMMENDED ACTION:

First Reading of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC

CITY MANAGER APPROVAL:

First Reading of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC



Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: TIRZ Presentation with TXP
Date Submitted: 09/23/2020

SUMMARY:

Tax Increment Reinvestment Zone (TIRZ) Presentation with Travis James of TXP

RECOMMENDED ACTION:

Tax Increment Reinvestment Zone (TIRZ) Presentation with Travis James of TXP

CITY MANAGER APPROVAL:

Tax Increment Reinvestment Zone (TIRZ) Presentation with Travis James of TXP



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: Annual Budget for Fiscal Year 2020-2021
Date Submitted:

SUMMARY:

The City Manager filed a proposed budget with the City Secretary on August 20th. At its September 8th meeting, City Council scheduled a public hearing regarding the proposed budget for the Fiscal Year 2020-2021. The public hearing took place on September 21st. There was no input from the public.

Exhibit A outlines are the changes made.

RECOMMENDED ACTION:

Discussion regarding the proposed budget.

CITY MANAGER APPROVAL:

Attachments

Budget Changes

General Fund Budget Changes since August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason
010-4-1944	Revenue	Transfer from Occupancy Tax	-112,431.70	7,477.00	-104,954.70	Heritage Development Coordinator Salary & Benefits was being billed at 90%, changed to 75% to cover for Main Street duties
010-4-9215	Revenue	Transfer from PEDC (Admin Reimbursement)	-15,490.00	-6,830.00	-22,320.00	Change Admin Fees from ACM/CFO to Finance Director
010-5-610-1020	Expense	Parks Overtime	14,918.00	-2,918.00	12,000.00	only used \$5,700 in overtime this year, safe to budget lower for next year
010-5-610-1036	Expense	Parks Cell Phone Allowance	600.00	600.00	1,200.00	Need cell phone allowance for Assistant Director (\$600/year)
010-5-610-2031	Expense	Parks Chemicals	10,000.00	-2,000.00	8,000.00	Only used around \$3,000 in last 2 fiscal years for Park Chemicals
010-5-610-2040	Expense	Parks Uniforms & Apparel	7,500.00	-2,500.00	5,000.00	Normally use \$5,000 a year in uniforms
010-5-630-1031	Expense	Health Certification Pay	6,600.00	1,200.00	7,800.00	Health Officer Certification requested for Pool Inspections, pending approval from Council
010-5-630-2010	Expense	Health Office Supplies	800.00	-200.00	600.00	Trying to conserve and shave as much of budget as possible,
010-5-630-2080	Expense	Health Small Tools & Equip	600.00	-100.00	500.00	Trying to conserve and shave as much of budget as possible,
010-5-140-3032	Expense	Human Resources Pre-Emp Screen	16,000.00	2,000.00	18,000.00	Expecting to spend over budget this year (17,000) and expecting the scenario next year
010-5-140-3033	Expense	Human Resources Employee EAP	6,000.00	1,200.00	7,200.00	Expecting to spend all budget available this year (7,200) and expecting the scenario next year
010-5-110-1010	Expense	City Manager Salaries	298,708.80	-114,400.00	184,308.80	Assistant City Manager/CFO Cut
010-5-110-1030	Expense	City Manager Longevity	258.00	-42.00	216.00	Assistant City Manager/CFO Cut
010-5-110-1031	Expense	City Manager Certification Pay	7,800.00	-6,600.00	1,200.00	Assistant City Manager/CFO Cut
010-5-110-1033	Expense	City Manager Car Allowance	10,800.00	-4,800.00	6,000.00	Assistant City Manager/CFO Cut
010-5-110-1040	Expense	City Manager Social Security	22,273.11	-9,326.91	12,946.20	Assistant City Manager/CFO Cut
010-5-110-1050	Expense	City Manager Health Insurance	27,999.11	-9,475.74	18,523.37	Assistant City Manager/CFO Cut
010-5-110-1061	Expense	City Manager's Worker's Comp	1,302.02	-515.95	786.07	Assistant City Manager/CFO Cut
010-5-110-1070	Expense	City Manager Retirement	45,380.30	-17,982.82	27,397.48	Assistant City Manager/CFO Cut
010-5-520-1034	Expense	Streets Boot Allowance	3,627.00	373.00	4,000.00	10 employees at \$400 per employee
010-5-640-2040	Expense	Facility Maintenance Uniforms	0.00	500.00	500.00	Uniform costs for Facility Maintenance Personnel
010-5-210-1010	Expense	Finance Salaries	170,726.40	92,331.20	263,057.60	Reinstating Finance Director
010-5-210-1040	Expense	Finance Social Security	13,120.24	7,057.83	20,178.07	Reinstating Finance Director
010-5-210-1050	Expense	Finance Health Insurance	35,533.47	9,000.00	44,533.47	Reinstating Finance Director
010-5-210-1061	Expense	Finance Worker's Compensation	703.17	378.26	1,081.43	Reinstating Finance Director
010-5-210-1070	Expense	Finance Retirement	24,508.26	13,183.84	37,692.10	Reinstating Finance Director

General Fund Budget Changes since August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason
010-5-210-3041	Expense	Finance City Issued Cell Phone	0.00	600.00	600.00	adding city cell phone costs for Finance Director
010-5-710-2010	Expense	Library Office Supplies	3,000.00	1,000.00	4,000.00	need extra to replace old printers/ copiers
010-5-710-2030	Expense	Library Janitorial Supplies	0.00	250.00	250.00	for miscellaneous cleaning supplies
010-5-710-3081	Expense	Library Tuition Reimbursement	750.00	-750.00	0.00	need a certified MLS librarian on staff for accreditation will not need this for FY 21
010-5-710-3082	Expense	Library Travel and Training	0.00	500.00	500.00	requested a small training budget for necessary Texas State Library training
010-5-710-3110	Expense	Library Advertising	250.00	250.00	500.00	Chamber of Commerce Ads and Yellow Pages
010-5-850-3050	Expense	Tourism Utilities-Electric	3,375.00	-2,250.00	1,125.00	Numbers were flipped with Hotel Tax Line
010-5-880-2010	Expense	Main Street Office Supplies	0.00	500.00	500.00	No budget for this but supplies needed
010-5-880-3031	Expense	Main Street Consultant Services	0.00	1,000.00	1,000.00	Adding Budget Back for Main Street functions
010-5-880-3080	Expense	Main Street Memberships/Sub	0.00	1,500.00	1,500.00	Adding Budget Back for Main Street functions
010-5-880-3082	Expense	Main Street Travel and Training	0.00	2,500.00	2,500.00	Adding Budget Back for Main Street functions
010-5-880-3150	Expense	Main Street Marketing Services	0.00	1,000.00	1,000.00	Adding Budget Back for Main Street functions
010-5-880-3330	Expense	Main Street Contractual Services	0.00	1,000.00	1,000.00	Adding Budget Back for Main Street functions
010-5-880-3340	Expense	Main Street Special Events	0.00	550.00	550.00	Adding Budget Back for Main Street functions
010-5-810-1010	Expense	Development Services Salaries	129,480.00	58,718.40	188,198.40	Replacing City Planner Position
010-5-810-1030	Expense	Development Services Longevity	1,626.00	720.00	2,346.00	Replacing City Planner Position
010-5-810-1031	Expense	Development Services Certification Pay	12,000.00	2,400.00	14,400.00	Replacing City Planner Position
010-5-810-1036	Expense	Development Services Cell Phone Allowance	600.00	600.00	1,200.00	Replacing City Planner Position
010-5-810-1040	Expense	Development Services Social Security	11,025.00	4,776.54	15,801.54	Replacing City Planner Position
010-5-810-1050	Expense	Development Services Health Insurance	18,180.52	9,023.01	27,203.53	Replacing City Planner Position
010-5-810-1061	Expense	Development Services Worker's Comp	1,250.24	256.00	1,506.24	Replacing City Planner Position
010-5-810-1070	Expense	Development Services Retirement	20,594.46	8,922.45	29,516.91	Replacing City Planner Position
010-5-810-1033	Expense	Development Services Car Allowance	4,944.00	-4,944.00	0.00	Mistake, this department never received car allowance
010-5-710-1010	Expense	Library Salaries	244,754.00	5,137.60	249,891.60	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-710-1030	Expense	Library Longevity	4,680.00	-108.00	4,572.00	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-710-1031	Expense	Library Certification Pay	7,200.00	-2,400.00	4,800.00	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-710-1040	Expense	Library Social Security	19,672.00	201.16	19,873.16	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-710-1050	Expense	Library Health Insurance	53,296.00	-86.73	53,209.27	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant

General Fund Budget Changes since August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason
010-5-710-1061	Expense	Library Worker's Compensation	1,366.00	-47.50	1,318.50	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-710-1070	Expense	Library Retirement	36,747.00	-1,732.40	35,014.60	Adjusting Library Staff Trading 1 Librarian II for a Library Assistant and Part Time Library Assistant
010-5-999-3220	Expense	Non-Departmental	351,000.00	-140,000.00	211,000.00	Adjusting TML Insurance bill, budget included Workers Comp Insurance already budgeted in personnel budget amounts
010-5-350-3330	Expense	Support Services Contract Services	40,000.00	33,500.00	73,500.00	Adding Data Migration cost (estimate) for new software, current software works very poorly
010-5-210-3021	Expense	Financial Services Appraisal District	133,303.00	-2,822.00	130,481.00	County Appraisal District gave us annual fee (9/15)
010-5-120-1010	Expense	City Secretary Salaries	111,467.20	-43,680.00	67,787.20	Cutting Communications Officer Position
010-5-120-1030	Expense	City Secretary Longevity	1,032.00	-12.00	1,020.00	Cutting Communications Officer Position
010-5-120-1040	Expense	City Secretary Social Security	8,927.49	-3,342.44	5,585.05	Cutting Communications Officer Position
010-5-120-1050	Expense	City Secretary Health Insurance	17,987.69	-8,889.22	9,098.47	Cutting Communications Officer Position
010-5-120-1061	Expense	City Secretary Worker's Compensation	478.47	-179.14	299.33	Cutting Communications Officer Position
010-5-120-1070	Expense	City Secretary Retirement	16,676.32	-6,243.59	10,432.73	Cutting Communications Officer Position
010-5-850-1031	Expense	Tourism Certification Pay	0.00	1,200.00	1,200.00	Adding Certification Pay for Tourism Certification
010-5-540-1031	Expense	Fleet Maintenance Certification Pay	0.00	1,200.00	1,200.00	Adding Vehicle Inspector Certification
010-5-210-1031	Expense	Financial Services Certification Pay	0.00	2,400.00	2,400.00	Adding Certification Pay for Payroll and Accounts Payable Certification
010-5-260-8016	Expense	MIS Software	5,000.00	35,539.00	40,539.00	Adding Executime to budget for tracking Employee Time
010-4-1944	Revenue	Transfer from Occupancy Tax	-104,954.70	-10,637.43	-115,592.13	Adding Part Time help for Visitor Center Greeters
010-5-850-1011	Expense	Tourism Part-Time Wages	0.00	9,880.00	9,880.00	Adding Part Time help for Visitor Center Greeters
010-5-850-1040	Expense	Tourism Social Security	6,547.36	717.07	7,264.43	Adding Part Time help for Visitor Center Greeters
010-5-580-1061	Expense	Tourism Worker's Compensation	350.90	40.36	391.26	Adding Part Time help for Visitor Center Greeters
010-5-260-8015	Expense	MIS Computer Equipment	10,925.00	5,000.00	15,925.00	Adding \$5,000 for PD Wi-Fi upgrades
010-4-9610	Revenue	Transfer from Utility Fund 610	-885,905.00	-68,600.00	-954,505.00	Adding MIS to Administrative Fees for Utility Fund
010-5-540-8020	Expense	Fleet Machinery	0.00	9,200.00	9,200.00	Fleet Requested new diagnostic tool
010-5-999-8060	Expense	Non-Departmental Building Improvements	0.00	20,000.00	20,000.00	ADA Customer Service window
010-5-710-3330	Expense	Library Contract Services	2,300.00	200.00	2,500.00	Paper Shredding Service
010-5-130-3330	Expense	Legal Professional Services	0.00	20,000.00	20,000.00	Redistricting Legal Fees for 2020 Census

General Fund Budget Changes since August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason
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Budget Deficit at budget filing date August 20, 2020	-1,296,876.00
August 31 Budget Deficit	-912,739.00
Current Budget Deficit After Changes	-813,905.85

Other Fund Budget Changes After August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason	Fund
150-5-110-9010	Expense	Transfer to General Fund	112,431.70	-7,477.00	104,954.70	Heritage Development Coordinator Salary & Benefits was being billed at 90%, changed to 75% to cover for Main Street	Hotel Occupancy
150-5-110-9010	Expense	Transfer to General Fund	104,954.70	10,637.43	115,592.13	Adding Part Time help for Visitor Center Greeters	Hotel Occupancy
215-5-999-3901	Expense	General Fund Admin Fees	15,490.00	6,830.00	22,320.00	Change Admin Fees from ACM/CFO to Finance Director	PEDC
610-5-560-1034	Expense	Engineering Uniform Allowance	0.00	400.00	400.00	adding allowance for boots	Utility
610-5-570-1031	Expense	Water Treatment Certification Pay	7,800.00	6,000.00	13,800.00	adding certification pay, for employees that are expected to pass class b water license test	Utility
610-5-570-4120	Expense	Water Treatment Equipment Repair	320,000.00	-200,000.00	120,000.00	Moving 200,000 of this to Machinery line for equipment replacement	Utility
610-5-570-8020	Expense	Water Treatment Machinery	0.00	200,000.00	200,000.00	Moving from Equipment repair line to replace old equipment instead of continuous repair for equipment past end of useful life	Utility
610-5-240-1010	Expense	Customer Service Salaries	259,480.00	4,160.00	263,640.00	Meter Reader Supervisor promotion	Utility
610-5-240-1040	Expense	Customer Service Social Security	20,643.91	318.23	20,962.14	Meter Reader Supervisor promotion	Utility
610-5-240-1061	Expense	Customer Service Worker's Comp	5,682.43	191.77	5,874.20	Meter Reader Supervisor promotion	Utility
610-5-240-1070	Expense	Customer Service Retirement	36,446.22	594.47	37,040.69	Meter Reader Supervisor promotion	Utility
690-5-110-7440.04	Expense	Utility CIP WWTP Improvments	0.00	500,000.00	500,000.00	This expense is to replace WWTP centrifuge, the unit is past its useful life and will cost the city in TCEQ violations if it fails and needs repair	Utility CIP
620-5-550-4115	Expense	Sanitation Clean St Prgrm Expense	0.00	160,000.00	160,000.00	This expense line is for Street Sweeper, and Curb and Gutter Maintenance for Clean Streets Program	Sanitation
610-5-570-3331	Expense	Utilities Tank Maintenance	176,869.00	33,131.00	210,000.00	Contract signed last year for \$70,000 tank maintenance increasing budget to cover	Utility

Other Fund Budget Changes After August 31, 2020

Account Number	Account Type	Account Name	August 31 Budget	Cuts or Additions	Current Budget	Reason	Fund
610-5-570-3065	Expense		0.00	80,000.00	80,000.00	Adding Sludge Collection for Water Treatment Plant	Utility
610-5-999-9615	Expense	Transfer to Utilities Debt Service	1,586,226.44	-475,000.00	1,111,226.44	Reducing Debt Service Transfers for Hilltop Refinancing	Utility
610-5-999-9010	Expense	Transfer to General Fund	885,905.00	68,600.00	954,505.00	Adding MIS to Administrative Fees for Utility Fund	Utility
215-5-110-3031	Expense	PEDC Consultant Services	7,500.00	45,000.00	52,500.00	Adding Consultant Fee for TIRZ	PEDC
215-5-111-3665	Expense	PEDC Prior Year Building Improvement Grants	0.00	91,105.00	91,105.00	Two projects that have not yet been completed expected to be completed in FY 2020-21	PEDC
215-5-111-3666	Expense	PEDC Prior Year Project Support Grants	0.00	120,000.00	120,000.00	Two projects that have not yet been completed expected to be completed in FY 2020-21	PEDC
610-5-570-3420	Expense	Water Treatment UNRMWA Water Contract	143,646.00	59,936.00	203,582.00	Received UNRMWA Water Contract and charges are higher than FY 2019-20 due to Lake Palestine Dam Engineering Study	Utility

Outstanding Questions

Centrifuge

Funding for Water Treatment Plant Generator

Hospital Lift Station Improvements



Agenda Date: September 28, 2020
To: City Council
From: Mark Miears, Development Services Director
Agenda Item: Development Services August Monthly Report
Date Submitted: 09/22/2020

SUMMARY:

Development Services August Monthly Report

Attachments

August 2020 Report



**DEVELOPMENT SERVICES DEPARTMENT
MONTHLY ACTIVITIES REPORT
AUGUST 2020**

DEPARTMENT BUDGET EXPENDITURES

Fiscal Year	Budgeted Amount	Expenses to Date	% of Year Completed	% of Budgeted Amount Spent
2019-2020	\$361,349	\$294,603	92%	82 %

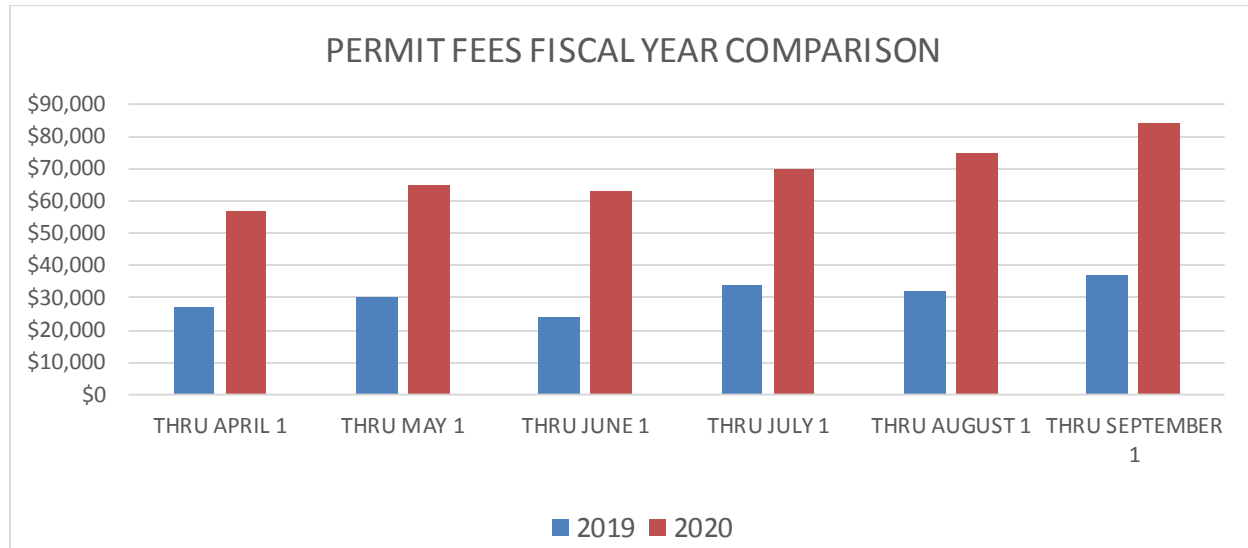
PERMITTING TOTALS

BUILDING and LICENSE PERMITS

Permit Type	August Permit Count	August Permit Fees	Permit Count/ Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	23	\$5176	134	\$51,078
CERTIFICATE OF OCCUPANCY	7	\$280	45	\$1,920
DRIVEWAY	3	\$150	25	\$1,150
FENCE	1	\$50	34	\$1,675
ROOFING	11	\$275	118	\$3,450
DEMOLITION	0	\$0	4	\$200
GRADING	1	\$50	3	\$150
COMMERCIAL ELECTRICAL	3	\$190	24	\$3,094
RESIDENTIAL ELECTRICAL	8	\$240	71	\$3,165
NEW ELECTRICAL SERVICE	12	\$306	41	\$1,186
FIRE SUPPRESSION SYSTEM	0	\$0	0	\$0
MECHANICAL	3	\$100	45	\$1,808
GAS TEST	8	\$306	90	\$2,162
GAS PIPING	3	\$18	37	\$222
PLUMBING	7	\$551	125	\$3,921
LAWN SPRINKLER SYSTEM	0	\$0	1	\$25
SIGN	6	\$325	42	\$3,525
CONTRACTOR LICENSE	7	\$875	42	\$5,250
Totals:	103	\$8,892	881	\$83,981

CEMETERY PLOT SALES

Cemetery	Plots Sold AUGUST 2020	Plot Fees AUGUST 2020	Plots Sold / Fiscal Year	Plot Fees / Fiscal Year
Memorial Addition	2	\$1,500	12	\$9,750
Middle Addition	3	\$2,250	3	\$3,750
Totals	5	\$3,750	15	\$13,500



PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
108 Woodgate	3036	\$300,000
702 W. Point Tap	1216	\$68,799
803 Coronaca	672	\$11,000
2710 Venture View	2,683	\$250,000
311 Ohio St.	420	\$4,000

CERTIFICATES OF OCCUPANCY ISSUED

Name	Address	Description
Caring Hearts Hospice	811 S. Royall St.	Hospice Administration
The Hair Design Company	411 ½ E. Palestine Ave.	Salon
Home Grill Steakhouse	223 W. Crawford St..	Restaurant
Foot Massage	321 E. Spring St.#139	Massage Business



DEVELOPMENT SERVICES DEPARTMENT
MONTHLY ACTIVITIES REPORT
AUGUST 2020

COMMERCIAL CONSTRUCTION IN PROGRESS

Name	Address	Description
Texas Department of Health and Human Services	550 Willow Creek Pkwy.	Business Offices
Herrington Land of Memories	100 Vista Ridge	Commercial Addition
Palestine High School Athletic	1600 S. Loop 256	Complex
Chick Fila	1940 Loop 256	Restaurant
Palestine ISD	203 Ben Milam Rd.	Vocational Training Bldg.
Southside Bank Renovation	3310 S. Loop 256	Bank Renovation
Cartmel Lakes Senior Living	100 Cartmel Dr.	Senior Independent Living Facility

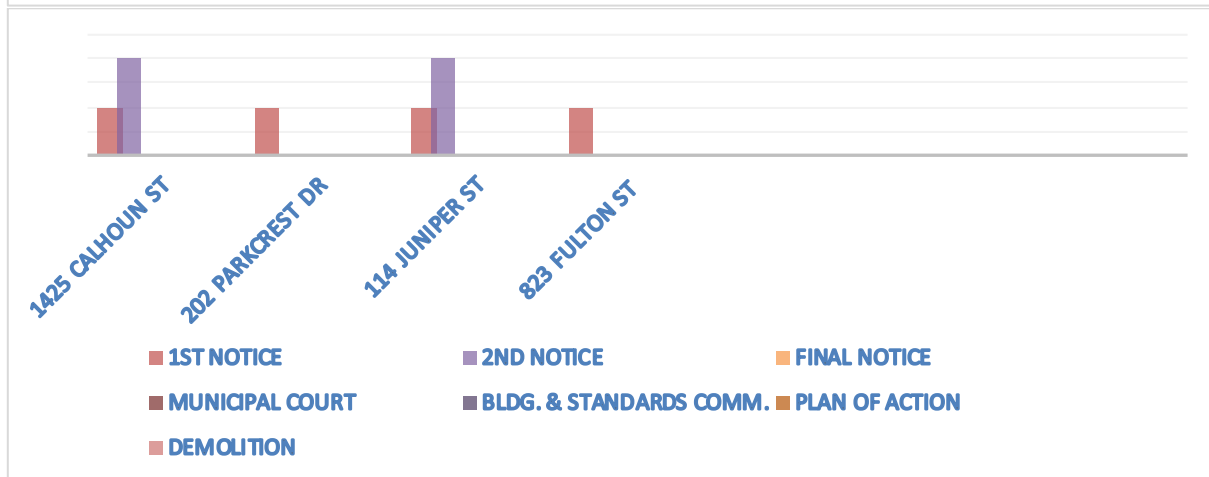
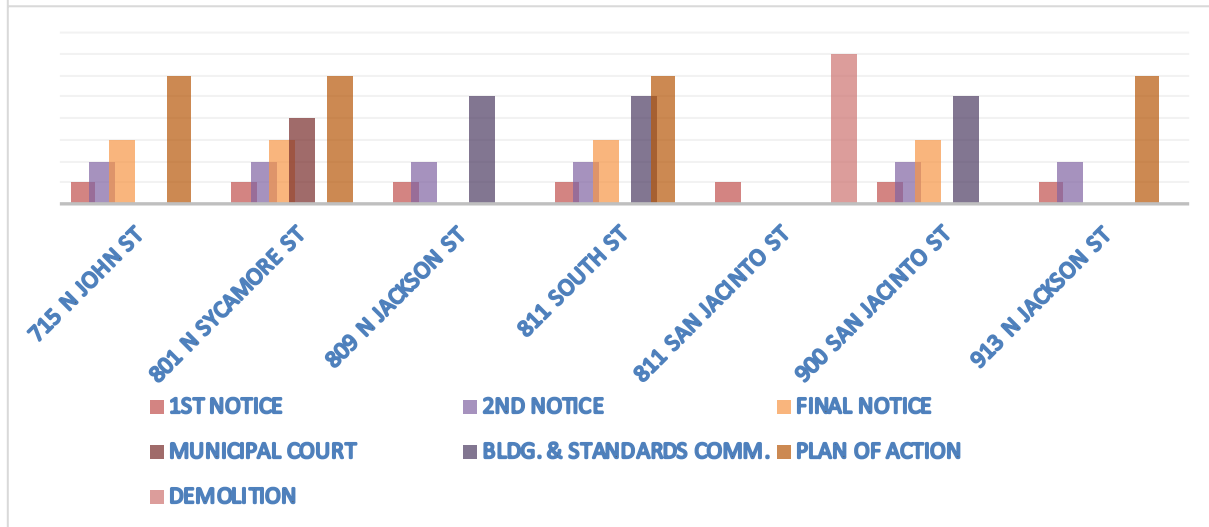
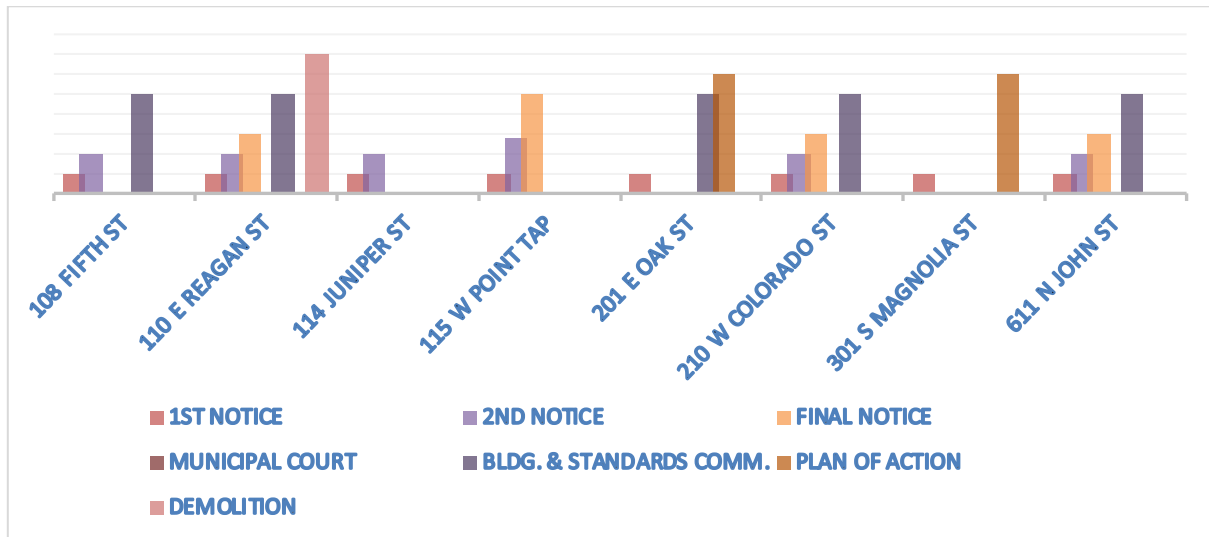
COMMERCIAL CONSTRUCTION UNDER REVIEW

Name	Address	Description
CEFCO Travel Center	4400 W. Oak St.	Travel Center
Cartmel Lakes Senior Living	100 Cartmel Drive	Senior Independent Living Facility
Overlook Apartments	100 Overlook Way	Apartment Complex

BUILD PALESTINE PROJECTS IN PROGRESS

Name	Address
CVC Creative Home, Inc.	1701 Amy
CVC Creative Home, Inc.	1702 Amy
CVC Creative Home, Inc.	1703 Amy
CVC Creative Home, Inc.	1704 Amy
CVC Creative Home, Inc.	1705 Amy
CVC Creative Home, Inc.	1706 Amy
CVC Creative Home, Inc.	1707 Amy
CVC Creative Home, Inc.	1708 Amy
Jonathan Cary	803 Coronaca

SUBSTANDARD STRUCTURE CASES





Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: August 2020 Economic Development Department Report
Date Submitted: 09/23/2020

SUMMARY:

August 2020 Economic Development Department Report

Attachments

Eco Dev Aug 20 Report



Economic Development Activities-August

Business Climate

- ▶ Broadband research and provider meetings
- ▶ Outreach to current downtown grantees on timelines
- ▶ Continue to research master plan for Willow Creek Business Park
- ▶ TIRZ opportunity research for city

New Investment

- ▶ Prospect 1001 negotiations/agreements for PEDC and City
- ▶ Prospect 1006 negotiations/agreements for PEDC and City
- ▶ Overlook Apartments review/amendments to agreements for City/County/PEDC
- ▶ Files Wholesale abatement amendments for City and County
- ▶ Meeting and discussions with mall developer
- ▶ Meeting with property management firm for mall developer
- ▶ Chick-Fil-A Groundbreaking

Administration

- ▶ Continuing Education:
 - Industrial & Logistics Seminar
- ▶ Budget
- ▶ Participated in the following meetings:
 - East Texas Regional Development Company Board Meeting
 - Wayfinding Signage Stakeholder Meetings
 - Budget workshops
 - PEDC Board Meetings
- ▶ Continue to work with attorney on various “housekeeping” items
- ▶ Revisions to PEDC website
- ▶ Farmer’s Market vendor meeting and creation of RFP
- ▶ Code Enforcement in Main Street initial meeting

RESULTS

PEDC active leads

3 attraction

0 expansion

0 start up

No. of projects by industry:

3 manufacturing

Source of Leads

1 state

1 site selector

1 direct contact

Attended regular meetings of the City of Palestine Senior Staff, City Council Work Sessions & Council Meetings, Main Street Advisory Board, Tourism Advisory board, E D Staff

tourism Report – August 2020

Contact: Mary Raum

City of Palestine

Phone: (903) 723-3014

Cell: (818) 943-8626

825 W. Spring St.

Palestine, TX 75801

mraum@palestine-tx.org

HOTEL INCOME COLLECTED

Tax Collected

August	\$ 45,224.16	- 21.9 %	2017/18	\$ 47,395.00	-4.6 %
Fiscal YTD	\$ 415,611.24	- 18.3 %			

These numbers reflect the collections made per month/quarter, not the actual month/quarter the revenue was incurred by occupancy in the hotels.

	August	YTD
Occupancy	+ 5.4 %	- 16.1 %
ADR	- 8.2 %	- 9.8 %
RevPAR	- 3.3 %	- 24.3 %
Revenue	- 3.3 %	- 24.6 %

*Census includes 9 hotels, 638 rooms representing 77.6% of our market offering. (9 of 12 hotels)

VISITOR CENTER & WEBSITE TRAFFIC

Visitor Center traffic for the month of August was down 63% from the previous year and down 66.5% from August 2018.

VisitPalestine.com – August 2020

New Users	3,290	- 7.5 %
Page Views	10,253	- 19.4 %
Sessions	4,044	- 12.9 %

RETURN TO TRAVEL REVIEW

- Findings from Destination Analysts on travel sentiment for week 27 (through 9/15/2020)
 - Pessimism about the pandemic's course, as well as personal health and financial concerns, while still strong, remain the lowest they have been during the pandemic
 - This lessening of fear has translated to travel. Travel avoidance and the perception of travel activities as "unsafe" continued to retreat to early March levels
 - Those in a "ready to travel" mindset is at a pandemic-period high
 - There has been a measured rise in the number of American travelers who are planning travel
 - Openness to travel inspiration and excitement for near-term trips has increased
 - Over 40 percent of American travelers report that they took at least one leisure trip in the summer of 2020
 - However, the pandemic muted the economic impact of this travel. A more budget conscious mindset may be with travelers for the near future
 - Many travelers will be researching pandemic-related rules at the destination level—an opportunity for DMOs
 - There appears to be high levels of compliance by travelers with mandatory mask and quarantine policies
 - Opportunity exists for the travel industry to improve safety perceptions, including protocols and practices that best fit with travelers' desires—particularly important as trip experience builds confidence that travel can be done safely
 - Staycations were primarily motivated by coronavirus and not more permanent factors or preferences

ACCOMPLISHMENTS & SUCCESSES

- Submitted Palestine Art Tracks program Rotating Art Program for Texas
- Participated in the Neches Wilderness Canoe Race – August 1, 2020
- Pulled and consolidated all leads from Texas Highways, Texas Monthly, Tour Texas and Texas State Travel Guide to process leads
- Hosted Tourism Advisory Board Meeting 8/25/2020
- Attended various Town Hall and Budget Meetings
- Attended Texas Forest Trail Region Board Meeting – virtual 8/4/20
- Relocated large ornaments to City Warehouse from private business storage due to sale of property
- Event planning heavily underway for Christmas in Palestine, Wine Swirl & Festival of Trees
- Submitted approved HOT Program forms to City Council and City for publication on Tourism Advisory Board landing page.
- Reviewed and reworked the Main Street Strategic Plan for 2020-2025 with Main Street Coordinator
- Hosted with Cori a Code Enforcement meeting about issues within the Main Street District
- Worked with Main Street Manager to help build Farmers Market RFP

- Created Press Release for Art Tracks 2021 Art Solicitation

Marketing:

- Updated business listing on Yelp.com – added code to VisitPalestine.com to track reviews, added photos, updated COVID messaging, tags and hours of operations
- Finalized itinerary for Jessica Serna: My Curly Adventures influencer visit – Sept 2020
- Worked with AJR Digital to rework our programmatic campaign to Sept 23-Dec 23 with a shift in target profile and clarified updated reach to correspond with the client profile
- Received and downloaded video files from Official Best of Texas – Historic Destination footage
- Submitted phase 1 of required assets for the Christmas Digital Campaign to AJR Media
- Created and submitted Dallas Drive Guide full page ad for Sept – Nov 2020
- Reached out to Miranda Lambert's publicity team for permissions to use her photo for paid digital advertising
- Created new ad for Texas Antique Trails 250x250 pixel

Heritage/MS Coordinator:

- Coordinated with Scott Fifer on the Mount Vernon AME Church video project
- Filmed the Neches Wilderness Canoe Race
- Developed a timeline with concepts and ideas for video projects through the Christmas season
- Developed a self-guided cemetery tour
- Edited and published the Visit Like a Local Vlog (FB and YouTube)
- Assessed the locations for the concrete cabooses and took photos
- Created a Main Street Business Survey to learn more about the business downtown and see what Main Street can do to improve its program.
- Started a log of contact info, history, and concerns of businesses downtown.
- Filmed bike trail riding at Davey Dogwood Park for Outdoor Adventure promo video.



Agenda Date: September 28, 2020
To: City Council
From: Mary Raum, Tourism Marketing Manager
Agenda Item: Tourism Report - August 2020
Date Submitted: 09/23/2020

SUMMARY:

Tourism Report - August 2020

Attachments

Tourism Report - August 2020

Contact: Mary Raum
City of Palestine
Phone: (903) 723-3014
Cell: (818) 943-8626

825 W. Spring St.
Palestine, TX 75801
mraum@palestine-tx.org



TOURISM REPORT – AUGUST 2020

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Agenda Date: September 28, 2020
To: City Council
From: Jeremy Jenkins, Police Support Services
Agenda Item: Police Dept. Monthly Reports
Date Submitted: 09/23/2020

SUMMARY:

August 2020 Police Department Reports: Stats, CID, and PLACE Team

Attachments

P.L.A.C.E. Team
PPD August 2020 Stats
CID Report August 2020

P.L.A.C.E TEAM
2020 Monthly Activity

August	<u>2020</u>
Zones Completed	<u>2</u>
Lots Inspected	<u>817</u>
10 Day Notices Issued	<u>48</u>
Citations	<u>0</u>
Compliance	<u>30</u>
Extensions	<u>15</u>
Volunteer Activity	<u>0</u>
Other	<u>3</u>

Comments:

Out of Zone Activity:

calls by phone/email/person : 29

Letters sent: 71

Illegal dumping cases sent to DA's Office : 0

Illegal dump sites: 16 with an estimated 2100 pounds in total.

Out of zone citations/summons: 2

Palestine Police Department Activity Report

Date Reported: 08/01/2020 - 08/31/2020



Palestine Police Department
504 N Queen St
Palestine, TX 75801
(903) 729-2254

MONTH

YEAR TO DATE

Reported Offenses

	August 2020	August 2019	% Diff	August 2020	August 2019	% Diff
Crimes Against Persons	51	61	16%	370	406	9%
Crimes Against Property	61	75	19%	502	579	13%
Drugs Offenses	22	26	15%	204	214	5%
Miscellaneous Offenses	53	71	25%	429	606	29%
Offense Totals	187	233	11%	1505	1572	4%

Arrests

(by offense)

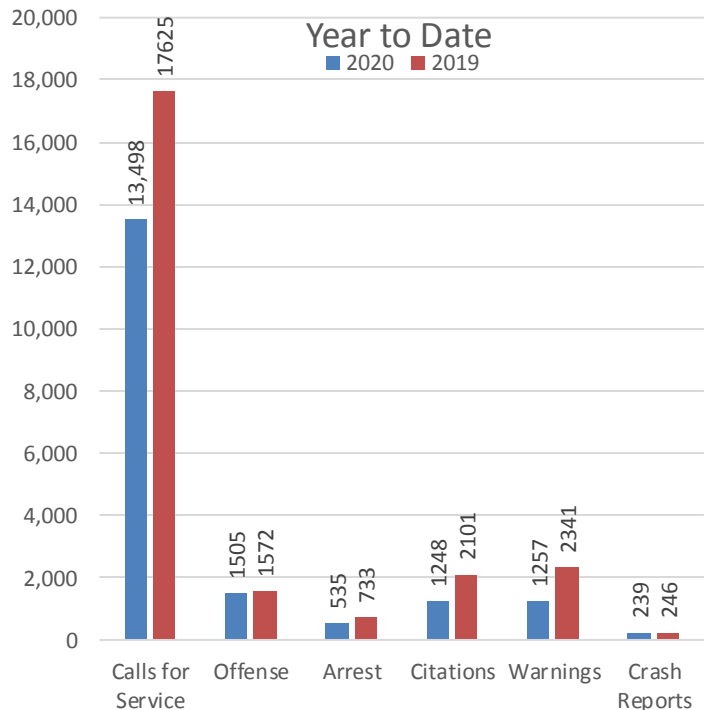
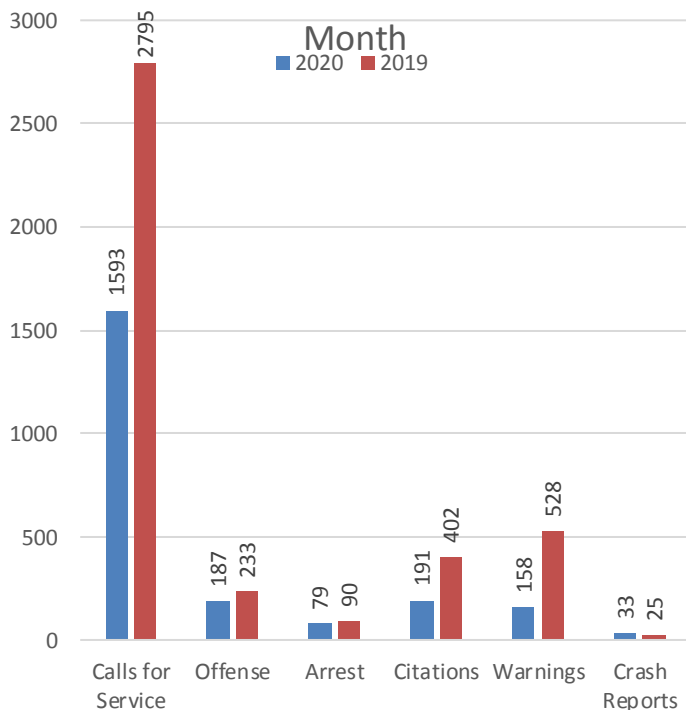
	August 2020	August 2019	% Diff	August 2020	August 2019	% Diff
Crimes Against Persons	15	7	114%	76	73	4%
Crimes Against Property	16	7	129%	111	109	2%
Drugs Offenses	20	28	29%	159	184	14%
Miscellaneous Offenses	28	48	42%	265	457	42%
Arrest Totals	79	90	12%	535	733	27%

Calls for Service

	August 2020	August 2019	% Diff	August 2020	August 2019	% Diff
Calls for Service	1593	2795	43%	13498	17625	23%

Traffic

	August 2020	August 2019	% Diff	August 2020	August 2019	% Diff
Crash Reports	33	25	32%	239	246	3%
Citations	191	402	52%	1248	2101	41%
Warnings	158	528	33%	1257	2341	46%



Criminal Investigations Division Activity Report

August 2020

Date Reported: 8-1-2020-8-31-2020



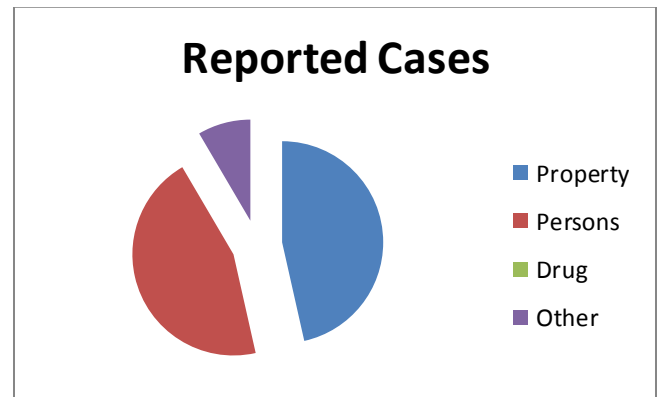
Reported cases: 71

Property: 33

Persons: 32

Drug: 0

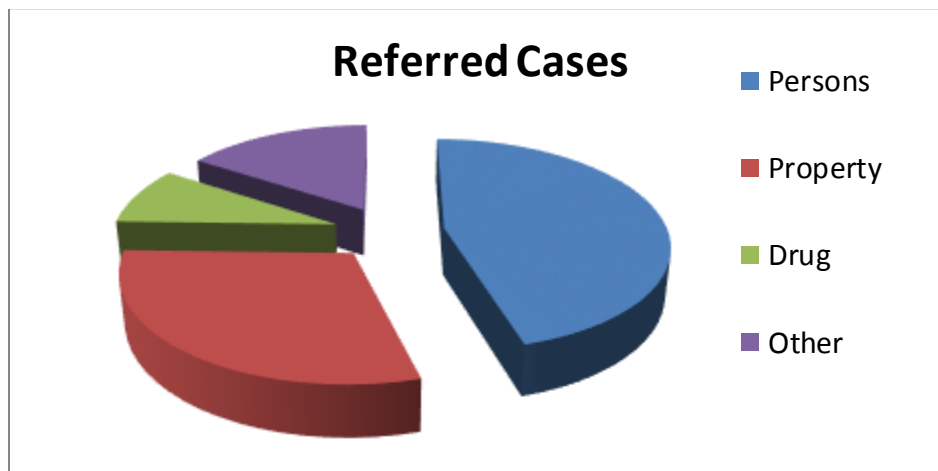
Other: 6



Cases Referred for Prosecution

	Misdemeanor	Felony	Closed
Persons:	20	6	15
Property:	8	9	0
Drug:	3	2	0
Other:	8	1	0

Total Cases to District Attorney's Office: 57





Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: John Pyle to Place 4 replacing Drew Wommack III to Historic Landmarks Commission.
Date Submitted:

SUMMARY:

Consider the appointment with term to expire September 30, 2022: John Pyle to Place 4 replacing Drew Wommack III to Historic Landmarks Commission.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

Board Application - John Pyle



BOARD OR COMMISSION APPLICATION

Name: John R Pyle Date of Application: Sep/15/20
Home Address: 2330 FM 322
Home Phone: Office Phone:
Cell Phone: 903-922-7495 Email: pyle_john08@yahoo.com
Are you a resident of Palestine? ☒ Yes ☐ No How many years? self employed
Occupation and Place of Employment:

I would like to serve on the following Board(s) and Commission(s):

<input type="checkbox"/> Airport Advisory Board	<input type="checkbox"/> Real Estate Committee	<input type="checkbox"/> Tourism Advisory Board
<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Financial Oversight Advisory Committee	<input type="checkbox"/> Main Street Advisory Board
<input type="checkbox"/> Library Board	<input checked="" type="checkbox"/> Building and Standards Commission	<input type="checkbox"/> Planning and Zoning Commission
<input type="checkbox"/> Parks Advisory Board	<input checked="" type="checkbox"/> Historic Landmarks Commission	<input type="checkbox"/> Civil Service Commission
<input checked="" type="checkbox"/> Zoning Board of Adjustment and Appeals	<input type="checkbox"/>	

Do you currently serve on any Boards or Commissions? ☐ Yes ☒ No

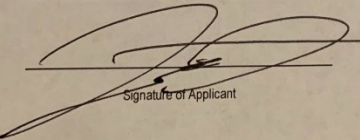
If yes, list Board(s) or Commission(s):

Will you submit to a background check and complete protective training if your Board or Commission interacts with children? ☒ Yes ☐ No

Do you have any outstanding debts owed to the City of Palestine? ☐ Yes ☒ No

Only citizens without outstanding taxes, permits, fees, or fines may serve on a Board or Commission

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:
Lifetime resident of Palestine, 3rd generation eagle scout, U.S. Navy Vet., established built and sustained
multiple successful businesses, between personal travel and travel while in the Navy, I have visited over 35
countries and have experienced their history and culture. The preservation of our local historical landmarks
here in Palestine is something that is important so that we may share the enjoyment with future generations.


Signature of Applicant

The City Council will use this application for their selection of individuals for appointments to specific Boards and Commissions. All appointments are made by the Mayor and confirmed by Council. All information provided in this application is public information pursuant to the Texas Public Information Act. All individuals appointed to serve will be required to complete training relative to the Texas Open Meetings Act and to the Public Information Act.



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: Jacob Wheeler to Place 3 replacing Jessica Jones to the Parks Advisory Board
Date Submitted:

SUMMARY:

Consider the appointment with term to expire on September 30, 2021: Jacob Wheeler to Place 3 replacing Jessica Jones to the Parks Advisory Board.

Jessica Jones resigned from the board.

RECOMMENDED ACTION:

CITY MANAGER APPROVAL:

Attachments

Board Application - Jacob Wheeler



BOARD OR COMMISSION APPLICATION

Name: Jacob Wheeler Date of Application: 9/23/2020
Home Address: 121 ACR 4170 Palestine, TX 75803
Home Phone: N/A Office Phone: 903-731-8040
Cell Phone: 903-948-9886 Email: jwheeler@palestineschools.org
Are you a resident of Palestine? ☒ Yes ☐ No How many years? 22
Occupation and Place of Employment: Palestine ISD

I would like to serve on the following Board(s) and Commission(s):

<input type="checkbox"/> Airport Advisory Board	<input type="checkbox"/> Real Estate Committee	<input type="checkbox"/> Tourism Advisory Board
<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Financial Oversight Advisory Committee	<input type="checkbox"/> Main Street Advisory Board
<input type="checkbox"/> Library Board	<input type="checkbox"/> Building and Standards Commission	<input type="checkbox"/> Planning and Zoning Commission
<input checked="" type="checkbox"/> Parks Advisory Board	<input type="checkbox"/> Historic Landmarks Commission	<input type="checkbox"/> Civil Service Commission
<input type="checkbox"/> Zoning Board of Adjustment and Appeals	<input type="checkbox"/>	

Do you currently serve on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board(s) or Commission(s): _____

Will you submit to a background check and complete protective training if your Board or Commission interacts with children? ☒ Yes ☐ No

Do you have any outstanding debts owed to the City of Palestine? ☐ Yes ☒ No

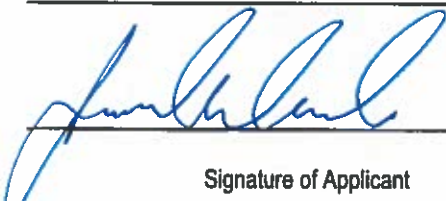
****Only citizens without outstanding taxes, permits, fees, or fines may serve on a Board or Commission****

Experiences and qualifications that you feel would make a contribution to a City of Palestine Board or Commission:

I am currently employed at Palestine ISD as the Director of Operations and have been for the last 8 years.

In my role, I oversee Maintenance Department, Mechanic Shop, District owed vehicles, and lawn care

equipment. I also serve as General Contractor for all district Construction Projects. I feel I can be of assistance
to the city in the parks department with experience learned from Palestine ISD.


Signature of Applicant

The City Council will use this application for their selection of individuals for appointments to specific Boards and Commissions. All appointments are made by the Mayor and confirmed by Council. All information provided in this application is public information pursuant to the Texas Public Information Act. All individuals appointed to serve will be required to complete training relative to the Texas Open Meetings Act and to the Public Information Act.



Agenda Date: September 28, 2020
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Open sealed bids RFP 2020-014 - Water Treatment Plant Aluminum Sulfate
Date Submitted: 09/23/2020

SUMMARY:

RFP 2020-014 Sealed bids for Aluminum Sulfate - Alum.

RECOMMENDED ACTION:

Open sealed bids RFP 2020-014 for Aluminum Sulfate (Alum)

CITY MANAGER APPROVAL:

Attachments

Chemicals Bid Document



Notice is published in Palestine Herald Press in the Saturday, September 12, 2020 and Saturday, September 19, 2019, editions.

CITY OF PALESTINE

REQUEST FOR PROPOSALS (RFP)

CHEMICALS (WATER TREATMENT PLANT) RFP 2020-014

Sealed Proposal Bids Due Date: Monday, September 28, 2020 at 3:00 p.m.

I. PURPOSE

The City of Palestine (City) is soliciting Request for Proposals (RFP) for Chemicals for Water Treatment Plant.

Sealed Proposals are due to the City Secretary's Office by **Monday, September 28, 2020, at 3:00 p.m.** Sealed proposals will be opened during the Palestine City Council meeting on **Monday, September 28, 2020 at 5:30 p.m.** In order to be considered, the sealed proposal must address each required qualification Chemical Specification.

II. SERVICES REQUIRED

This is a request for proposal for chemicals to be used for water treatment as mentioned on the included Chemical List – Specifications. An RFP allows for price negotiations after the bid opening, so City of Palestine has chosen this bid format as a way of protecting vendors against future price increases. We have also built in this bid the ability to increase or decrease prices based on market conditions and verifications as listed.

Market Conditions

The City is aware of the extreme market fluctuations occurring for these services, etc., so we are striving to arrive at a bid format that satisfies state bid law and also protects vendors against future price increases. To protect the vendor and the City, we will ask your company to establish a baseline price for the services and products listed. Prices can be negotiated after bids are opened. Then, based on increases and decreases that occur to the listed products over the term of the agreement, the City will allow increases or decreases in the same amount as the market changes.

However, the winning vendor(s) will be asked to provide documentation proving a change in price has occurred. If prices decrease over the term of this agreement, the winning vendor(s) will be expected to pass along these decreases in pricing. The City will assume that by submitting a bid

under this format that your company agrees to this market protection. If you have a different method of price protection, please include your information in your response.

IV: GENERAL INFORMATION

The City of Palestine is a home rule City located in Anderson County and has a population of approximately 18,712 per the 2010 U.S. Census estimate. The City operates under a Council-Manager form of government with a Mayor, six (6) Council Members, and a City Manager. The Council Members are elected from single member districts, with the Mayor elected at large. The City Manager is the Chief Executive Officer of the City. It is the City Manager's duty to execute and implement policies as established by the City Council.

V. SUBMISSION OF RESPONSE

Delivery: Proposals must be sealed. Proposals may be mailed or hand-delivered to the City of Palestine, City Secretary. Sealed Proposals for Chemicals for Water Treatment Plant; RFP 2020-014 are due to the City Secretary's Office by **3:00 p.m. on Monday, September 28, 2020.**

Proposal packets are required to include eight (8) copies.

Please include on the sealed bid envelope: **"SEALED RFP 2020-014 – TO BE OPENED: MONDAY, SEPTEMBER 28, 2020 AT 5:30 P.M."** Proposals received after this time will be returned unopened. The City reserves the right to reject any and all proposals, to request additional information concerning any proposals for purposes of clarification, and to waive any irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation of the proposals. Furthermore, this RFP does not obligate the City to accept or contract for any implied services.

Mailing Address and Hand Delivery Address:

Teresa Herrera, City Secretary
City of Palestine
ATTN – SEALED RFP 2020-014 – TO BE OPENED: 09/28/2020 AT 5:30 P.M.
504 North Queen Street
Palestine, TX 75801

Your qualification shall be governed by the following schedule:

Friday, September 25, 2020 at 5:00 p.m., Central Standard Time

Deadline for inquiries, questions or requests for information with the Utilities Department.

All questions must be submitted in writing to pwadmin@palestine-tx.org.

Monday, September 28, 2020 at 3:00 p.m., Central Standard Time

Sealed, written proposals are due at Palestine City Secretary's Office.

Proposals received after the published deadline shall remain unopened and will be returned to the vendor.

Monday, September 28, 2020 at 5:30 p.m., Central Standard Time

Opening of sealed proposals during the Palestine City Council meeting.

To be considered for this engagement you must meet the qualifications and satisfy the requirements set forth in this RFP.

Communications: All communications regarding the submission of your qualification proposal are to be in writing directly through the Utilities Department at pwadmin@palestine-tx.org.

VI. QUALIFICATION PROPOSAL INFORMATION

Statement of Qualifications

Each Statement of Qualification (SOQ) must address, but does not need to be limited to, the following information:

Respondents shall include:

QUALIFICATIONS AND EXPERIENCE

1. List the name and all addresses of location(s) of your firm. Which firm location will be used to provide materials to City of Palestine Projects?
2. List all individuals and contact information for who would be providing services for this RFP.
3. List your history (if any) regarding providing Water treatment chemicals the City of Palestine.
4. Describe your involvement with municipalities or other governmental agencies that you have provided water treatment chemicals for. List any contact information for current/former references for the past five (5) years for governmental clients.

VII. EVALUATION PROCESS

The City of Palestine reserves the right to accept or reject any and all submissions in the best interest of the City. Proposals will remain in effect for 90 days. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations or erasures made before bid opening must be initialed by the signor of the proposal, guaranteeing authenticity.

Receiving Bids

Sealed bids will be received by the City Secretary. The time received shall be noted on the envelope or box and initialed.

Bids received after the published deadline shall remain unopened and will be returned to the vendor.

Bid Process

Sealed bids will be opened at a City Council meeting where a majority of the Council is present. The bids shall remain on file, open for inspection in the City Purchasing Office for at least forty-eight (48) hours before the contract may be awarded. Bids that are received, which are unmarked, shall be opened for identification purposes only and resealed. The envelope or box shall be marked accordingly.

After proposals are opened and publicly read, the proposals will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value method shown in the bid. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids. The following items will be considered when an award is based on best value:

- The purchase price for chemicals for water treatment (including cost of delivery);
- The reputation of the bidder and of the bidder's goods or services/delivery;
- The extent to which the goods or services meet with municipality's needs;
- The bidder's past relationship with the municipality;
- The total long-term cost to the municipality to acquire the bidder's goods or services/delivery;

The RFP will be awarded using the following criteria:

- Pricing for chemicals and services/delivery provided
- Ability to deliver chemicals in a timely manner
- The extent to which the products and services/delivery meet the City's needs
- Quality of products and services/delivery
- References
- Previous relationship with the City of Palestine.

BID AWARD AND PRICING

After your response to this RFP is submitted, the City will negotiate a final price, which is then approved by City Council. Prior to City Council approval, if any market changes occur, the responding vendor must notify the Purchasing Department of this immediately. Once this Council approval occurs, pricing will be subject to the Market Conditions terms listed previously for price increases and decreases. After the bid is awarded and the vendor awarded a contract wishes to approve adjusted pricing to the agreement due to changes in the market, they must do so through certified mail or via e-mail to the Purchasing Department. Documentation verifying the reason for the price increase must be sent as part of the request. Upon review of adjusted proposals, the City of Palestine may elect to dissolve the existing contract upon the expiration date or accept the price increase.

The Review Committee shall be responsible for preparing a tabulation sheet for all bids received that will be made available to the public upon request. The tabulation sheets will be forwarded to the City Council to make the final decision of an award.

Point of Contact

In the event clarification or additional information is needed, contact:

City of Palestine
Public Works Department
1620 West Palestine Avenue
Palestine, Texas 75801
Telephone: 903-731-8423
E-Mail: pwadmin@palestine-tx.org

Notice

Any notice provided by this RFP or required by law to be given to the respondents by City of Palestine shall be deemed to have been given and received on the next business day after such written notice was deposited in the U.S. Postal Service mail facility in City of Palestine, Texas by registered or certified mail addressed to the respondent at the address provided in the sealed respondent. Any interpretations, corrections or changes to this Request of Qualifications will be made by addenda. The sole issuing authority of addenda shall be the City of Palestine City Secretary. Addenda will be mailed to all who are known to have received a copy of this Request for Proposals. Bidders shall acknowledge receipt of all addenda.

CHEMICAL LIST – SPECIFICATIONS

When preparing the proposal, please include pricing per chemical (when applicable). Specify if volume discounts would apply if purchased in bulk quantities. Please include breakdown of delivery fees by distance and/or volume (if any are applicable). Proposals must include the number of days required to deliver the chemicals after receipt of an order. Delivery times will be considered in the evaluation process.

NAMES	QUANTITY	SPECIFICATIONS
Alum	64 Loads for two 7,000 gallon tanks	Total by Weight: 8.2 – 8.4% Free by Weight: .01 - .2 Total Soluble by Weight .3% max Insolubles by Weight - .02% max Specific Gravity 1.331-1.335 (recommended 1.333)



Agenda Date: September 28, 2020

To: City Council

From: Teresa Herrera, City Secretary

Agenda Item: 001-Palestine Paving & ADA Athletic Complex & Texas State Railroad Bid Document

Date Submitted:

SUMMARY:

Bid document includes paving, ADA, concession, & restroom improvements for the Palestine Athletic Complex and paving improvement for the Texas State Railroad.

RECOMMENDED ACTION:

Staff recommends Council open the bids received.

CITY MANAGER APPROVAL:

Attachments

Bid Proposal

Owner's Copy ☐
Contractor's Copy ☐
Contractor's Copy ☐
Engineer's Copy ☐

BID/CONTRACT DOCUMENTS / TECHNICAL SPECIFICATIONS

CITY OF PALESTINE, OWNER

**ATHLETIC COMPLEX
PAVING & ADA IMPROVEMENTS
AND
TEXAS STATE RAILROAD
PAVING IMPROVEMENTS**

ANDERSON COUNTY, TEXAS

LOCAL FUNDS



TBC No. 20089

September 2020

The Brannon Corporation
Consulting Engineers and Urban Planners
Texas Firm Registration No. F-242
P O Box 7487 Tyler Texas 75711

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INSTRUCTIONS TO BIDDERS

1. Bids Must Be Submitted in Sealed Envelopes, Clearly Marked as Follows to Be Accepted:

Project Owner:	City of Palestine, Anderson County, Texas
Project Description:	Athletic Complex Paving & ADA Improvements
Date of Opening:	September 28, 2020
Bid Due:	3:00 p.m. at City Hall, 504 North Queen Street, Palestine, Texas 75801
Time of Opening:	Publicly opened and read aloud in the City Council Chambers at 5:30 p.m.
2. A cashier's check payable to the order of the City of Palestine, in the amount of five percent (5%) of bid, or, Bid Bond issued by a surety licensed to do business in Texas in the amount of five percent (5%) of the bid shall be submitted with each bid.
3. Unbalanced bids will not be accepted. All items in the proposal are to be priced including all alternatives. Do Not Furnish Offers, Proposals, Substitutions or Alternates Other than Those Called for in the Form of Proposal.
4. Proposal must be signed by Owner or duly authorized Officer of the firm to be accepted.
5. Bidder shall be responsible for examination of the plans, specifications, and other documents and shall examine project site. Any discrepancy or omissions from plans, specifications or other documents shall be brought to the attention of the Engineer before bids are submitted.
6. Qualified bids cannot be accepted. All bidders must bid on the same scope of work. If you have questions please call well before bid date so that necessary addenda can be sent out to clarify bid items.

ADVERTISEMENT AND INVITATION FOR BIDS

The City of Palestine will receive bids for Paving and ADA Improvements at the Athletic Complex until 3:00 p.m., on September 28, 2020, at City Hall, 504 North Queen Street, Palestine, Texas 75801. Proposals received after that time and date will not be accepted. The bids will be publicly opened and read aloud in the City Council Chambers at 5:30 p.m.

Bids are invited upon the several items and quantities of work as follows: Various paving improvements including concrete sidewalk, concrete parking, and fencing; also remodeling of two concession and restroom buildings.

A pre-bid meeting will be held on site at the Athletic Complex at 10:00 a.m. on September 23, 2020.

All quantities are estimated and subject to change. Bid/Contract Documents, including Drawings and Technical Specifications, are on file at the office of The C.T. Brannon Corporation.

Bid Documents are available at no cost on Dropbox. Email request to Debbie at spears@brannoncorp.com.

A cashier's check payable to the order of the City of Palestine, in the amount of five percent (5%) of bid, or, Bid Bond issued by a surety licensed to do business in Texas in the amount of five percent (5%) of the bid shall be submitted with each bid.

The City of Palestine reserves the right to reject any and all bids or to waive any informalities in the bidding.

Bids may be held by the City of Palestine for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing bids and investigating the bidder's qualifications prior to the contract award.

In order to assure that all potential bidders receive any corrections or addendums to the specifications, an official "Bidder's List" will be maintained in the Engineer's office for the project. Any notices of changes in the specifications will be sent to those on the "Bidder's List" and the Engineer will not be held responsible for those not on the list.

Advertisement Dates: September 12, 2020, and, September 19, 2020.

PROPOSAL

Gentlemen:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals (excluding subcontractors) are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, specifications, has carefully examined the location, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manners prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth as follows.

It is agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plan or required by the specifications, in accordance with the provision of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The bidder agrees that in the event of a discrepancy between unit price written in words and in numerals that the written words shall govern over numerals and further, that the actual bid shall be the sum of the extensions of unit prices regardless of addition errors arriving at the total bid.

Accompanying this proposal is a Bid Bond or cashier's check payable to the Owner. The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file Performance, Payment and Maintenance bonds within ten (10) calendar days after contract acceptance, in which case the bid security shall become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder.

It is understood that the Owner reserves the right to reject any and all bids. It also understood that the Owner reserves the right to accept or reject informalities in the bid proposal.

The undersigned bidder hereby proposes to perform the following work at the following price to-wit:

PALESTINE ATHLETIC COMPLEX

PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
3	PART "A" Provide required insurance , including Liability insurance, with the City of Palestine and Engineer named as additional insured, complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
3.4.2	Provide 100% Maintenance, Payment, & Performance Bonds for paving, concession & restroom improvements & Tx State Railroad paving improvements, in approved format, The City of Palestine, complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
100A	Prepare right of way , complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
104A	Remove & dispose of existing concrete sidewalk pads & fencing on field side of dugout , complete for	16 EA	\$ _____	\$ _____
	_____ Dollars and _____ Cents per each			
104A	Remove & dispose of existing concrete sidewalk near fields 6 & 7 as shown on plans , complete for	158 SY	\$ _____	\$ _____
	_____ Dollars and _____ Cents per square yard			
164	Furnish and install Hydromulch Seeding for all disturbed areas, complete and in place, for	1,000 SY	\$ _____	\$ _____
	_____ Dollars and _____ Cents per square yard			
210	Scarify, Roll and compact subgrade for driveway adjacent to new ADA parking including proof rolling of subgrade, complete and in place for	221 SY	\$ _____	\$ _____
	_____ Dollars and _____ Cents per square yard			

PALESTINE ATHLETIC COMPLEX

PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "A"			
340A	Furnish and install 2.0-inch compacted thickness HMAc Type "D" surface course on 4-inch HMAc Type B base course , complete and in place, for	221 SY	\$ _____	\$ _____
	Dollars and			
	Cents per square yard			
340B	Furnish and install 6-inch compacted thickness HMAc pavement repair along edges of new sidewalks and concrete parking , complete and in place, for	192 SY	\$ _____	\$ _____
	Dollars and			
	Cents per square yard			
360A	Furnish and install standard 6-inch thick reinforced concrete Parking , complete and in place, for	362 SY	\$ _____	\$ _____
	Dollars and			
	Cents per square yard			
423	Construct reinforced concrete retaining wall and footing , complete and in place for	25 LF	\$ _____	\$ _____
	Dollars and			
	Cents per linear foot			
432	Furnish and install reinforced concrete flume , complete and in place, for	52 SY	\$ _____	\$ _____
	Dollars and			
	Cents per square yard			
450A	Construct painted steel pipe handrail at various locations, complete and in place for	124 LF	\$ _____	\$ _____
	Dollars and			
	Cents per linear foot			

PALESTINE ATHLETIC COMPLEX

PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "A"			
450B	Construct painted steel pipe pedestrian railing attached to concrete wall , complete and in place for	48 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			
500A	Mobilization , for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
506A	Furnish, install, and maintain silt fence for erosion control, complete and in place, for	500 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			
506B	Furnish, install, and maintain concrete washout area , complete and in place, for	2 EA	\$ _____	\$ _____
	_____ Dollars and _____ Cents per each			
531A	Construct reinforced concrete sidewalk 4-inches thick with broom finish, complete and in place, for	1,879 SY	\$ _____	\$ _____
	_____ Dollars and _____ Cents per square yard			
531B	Construct reinforced concrete wall 6-inches thick on back of sidewalk (height varies to 24" tall), complete and in place for	70 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			
531C	Construct reinforced concrete ADA ramp sidewalk 4-inches thick, 5-ft wide, with Handrails , complete and in place for	81 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			

PALESTINE ATHLETIC COMPLEX

PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "A"			
531D	Remove existing wooden joint material from sidewalk joints, clean joint, install new backer rod and seal with self leveling silicone joint sealer , complete and in place for	250 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			
550A	Furnish and install new chainlink fencing for field sides of dugouts, add posts to create 4-ft opening as necessary, complete and in place for	16 EA	\$ _____	\$ _____
	_____ Dollars and _____ Cents per each			
550B	Remove existing metal roof from dugout, raise roof framing to 84-inches and install new metal roofing on fields 9 & 10 , complete and in place for	4 EA	\$ _____	\$ _____
	_____ Dollars and _____ Cents per each			
550C	Trim back edge of existing metal roof on dugout , complete and in place for	40 LF	\$ _____	\$ _____
	_____ Dollars and _____ Cents per linear foot			
636	Furnish and install ADA signage & concrete wheel stops at all handicap parking spaces, complete and in place for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
666	Furnish and install retroreflectorized pavement markings and ADA symbols shown on the plans, complete and in place for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
7000-A	Provide all labor and equipment for all demolition necessary per Architectural plans and specifications on both concession buildings and all restrooms, complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			

PALESTINE ATHLETIC COMPLEX

PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "A"			
7000-B	Furnish and install all Restroom improvements per Architectural plans and specifications on both buildings and all restrooms, complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
7000-C	Furnish and install all Concession improvements per Architectural plans and specifications including electrical, plumbing, structures, fixtures, etc. On both concession buildings, complete for	1 LS	\$ _____	\$ _____
	_____ Dollars and _____ Cents per lump sum			
8000	Contingency TWENTY THOUSAND _____ Dollars and No Cents _____ Cents per lump sum	1 LS	<u>\$20,000</u>	<u>\$ 20,000.00</u>

PART 'A':TOTAL PAVING, ADA, CONCESSION & RESTROOM IMPROVEMENTS:

\$	

TEXAS STATE RAILROAD

PAVING IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "B"			
100A	Prepare right of way, including complete for	1 LS	\$	\$
	Dollars and			
	Cents per lump sum			
104A	Remove & dispose of existing concrete sidewalk, complete for	248 SY	\$	\$
	Dollars and			
	Cents per square yard			
110	Provide select fill as needed for concrete pad, complete and in place for	1 LS	\$	\$
	Dollars and			
	Cents per lump sum			
164	Furnish and install Hydromulch Seeding for all disturbed areas, complete and in place, for	500 SY	\$	\$
	Dollars and			
	Cents per square yard			
500A	Mobilization, for	1 LS	\$	\$
	Dollars and			
	Cents per lump sum			
506A	Furnish, install, and maintain silt fence for erosion control at various locations, complete and in place, for	500 LF	\$	\$
	Dollars and			
	Cents per linear foot			
506B	Furnish, install, and maintain concrete washout area, complete and in place, for	1 EA	\$	\$
	Dollars and			
	Cents per each			
531A	Construct reinforced concrete sidewalk 4-inches thick with broom finish, complete and in place, for	1,355 SY	\$	\$
	Dollars and			
	Cents per square yard			

TEXAS STATE RAILROAD

PAVING IMPROVEMENTS

City of Palestine

The Brannon Corporation 20089

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	PART "B"			
531B	Construct reinforced concrete pad for future tent layout with thickened edges and grade beams, complete and in place for	800 SY	\$ _____	\$ _____
	Dollars and _____			
	Cents per square yard _____			
8000	Contingency TEN Thousand	1 LS	\$10,000	\$ 10,000.00
	Dollars and No Cents _____			
	Cents per lump sum _____			

**PART 'B': TOTAL : TEXAS STATE RAILROAD
PAVING IMPROVEMENTS**

\$ _____

PALESTINE ATHLETIC COMPLEX TEXAS STATE RAILROAD CITY OF PALESTINE

Bid Proposal

The Brannon Corporation 20089

SUMMARY SHEET

PART 'A': ATHLETIC COMPLEX PAVING, ADA,
CONCESSION & RESTROOM IMPROVEMENTS:

\$ _____

PART 'B': TEXAS STATE RAILROAD PAVING
IMPROVEMENTS:

\$ _____

TOTAL IMPROVEMENTS: PART 'A' + PART 'B'

\$ _____

The undersigned bidder agrees that he will complete all work on the contract by the **Mandatory Completion Date of December 31, 2020**, after the date of the Notice to Proceed.

Bidder further agrees to pay as liquidated damages as hereinafter provided.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond, a Payment Bond and a Maintenance Bond each for the full amount of the contract, within ten (10) calendar days after contract acceptance, to secure proper compliance with the terms and provisions of the contract, to insure and guarantee payment to all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

RECEIPT IS HEREBY ACKNOWLEDGED OF
ADDENDA TO THE CONTRACT DOCUMENT NUMBERED: _____.

BIDDER:

Company Name

Mailing Address

City, State, Zip

Signature

Area Code and Telephone Number

Name of Officer

BID BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we, the undersigned _____ as Principal, and
_____ as Surety, are hereby held firmly bound unto
_____ as Owner in the penal sum of
_____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, _____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract
in writing for the _____.

NOW THEREFORE,

A. If said BID shall be rejected, or

B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Standard Form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor of furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal_____
Surety

By: _____

A POWER OF ATTORNEY FROM THE SURETY-IN-FACT TO THE RESIDENT SURETY MUST BE ATTACHED.

STATE OF TEXAS §
COUNTY OF _____ §

Liquidated damages, if any, for failure to complete the work within the construction time allotted shall be computed from the date set forth in the written notice to commence work.

THE OWNER agrees to pay the CONTRACTOR in current funds:

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date first above written.

CONTRACTOR, Party of the Second Part

By: _____
(Contractor's signature)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared (name), known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said **OWNER** and that executed the same as the act of such **OWNER** for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the day of , A.D., .

Notary Public

(seal)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared (name), known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said **CONTRACTOR** and that executed the same as the act of such **CONTRACTOR** for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the _____ day of _____, A.D., _____.

Notary Public

(seal)

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF ANDERSON §

KNOW ALL MEN BY THESE PRESENTS: That _____, CONTRACTOR, of the City of _____, County of _____, and the State of Texas, as PRINCIPAL, and,

(Surety)

(Address)

authorized under the laws of the State of Texas to act as SURETY on bonds for Principals, are held and firmly bound unto the City of Palestine, Texas, in the penal sum of:
_____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, _____, to construct Athletic Complex Paving & ADA Improvements and Texas State Railroad Paving Improvements as described in the Standard Form of Agreement, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein,

Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Performance Bond Continued:

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

 Surety or Attorney-in-Fact

By: _____

Title: _____

Address: _____

 Local Recording Agent Registered with the State Insurance Board

By: _____

Title: _____

Physical Address: _____

STATE OF TEXAS §
 COUNTY OF _____ §
 Sworn to and subscribed before me this the _____ day of _____, _____, by
 _____ (Surety or Attorney-in-Fact).

 Notary Public

(seal)

STATE OF TEXAS §
 COUNTY OF _____ §
 Sworn to and subscribed before me this the _____ day of _____, _____, by
 _____ (Local Recording Agent).

 Notary Public

(seal)

 (Contractor)
 Principal

By: _____ (Signature)

Address: _____

A POWER OF ATTORNEY FROM THE SURETY-IN-FACT TO THE RESIDENT SURETY MUST BE ATTACHED.

Bond No. _____

PAYMENT BONDSTATE OF TEXAS §
COUNTY OF ANDERSON §

KNOW ALL MEN BY THESE PRESENTS: That _____, CONTRACTOR, of the City of _____, County of _____, and the State of Texas, as PRINCIPAL, and,

(Surety)_____
(Address)

authorized under the laws of the State of Texas to act as SURETY on bonds for Principals, are held and firmly bound unto the City of Palestine, Texas, in the penal sum of:

_____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, _____, to construct Athletic Complex Paving & ADA Improvements and Texas State Railroad Paving Improvements as described in the Standard Form of Agreement, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein,

Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

A POWER OF ATTORNEY FROM THE SURETY-IN-FACT TO THE RESIDENT SURETY MUST BE ATTACHED.

Bond No. _____

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF ANDERSON §

KNOW ALL MEN BY THESE PRESENTS: That _____, CONTRACTOR, of the City of _____, County of _____, and the State of Texas, as PRINCIPAL, and,

(Surety)_____
(Address)

authorized under the laws of the State of Texas to act as SURETY on bonds for Principals, are held and firmly bound unto the City of Palestine, Texas, in the penal sum of:

_____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, _____, to construct Athletic Complex Paving & ADA Improvements and Texas State Railroad Paving Improvements as described in the Standard Form of Agreement, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of written acceptance of said work and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction of any part thereof, or any of the accessories thereto constructed by the Contractor. Be it understood that the purpose of this section is to cover all defective conditions arising by reason of defective material or workmanship and charge the same against the said Contractor and Surety on this obligation, and the said Contractor and Surety herein shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract.

NOW, THEREFORE, if the said Contractor shall keep and perform its said Agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void and have no further effect. If default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect and said Owner shall have any recover damages from the said Contractor and its Principal and Surety. It is further agreed that this obligation shall be a continuing one against the Principal and Surety herein, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period and the same shall not be changed, diminished or in any manner affected from any cause during said time.

Maintenance Bond Continued:

PROVIDED, the aggregate liability of Surety hereunder is limited to the penal sum of this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Surety or Attorney-in-Fact

Local Recording Agent Registered with the State Insurance Board

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Physical Address: _____

STATE OF TEXAS

§

COUNTY OF _____ §

Sworn to and subscribed before me this the _____ day of _____, _____, by _____
(Surety or Attorney-in-Fact).

Notary Public

(seal)

STATE OF TEXAS

§

COUNTY OF _____ §

Sworn to and subscribed before me this the _____ day of _____, _____, by _____
(Local Recording Agent).

Notary Public

(seal)

(Contractor)

Principal

By: _____ (Signature)

Address: _____

A POWER OF ATTORNEY FROM THE SURETY-IN-FACT TO THE RESIDENT SURETY MUST BE ATTACHED.

CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor before starting work must furnish to the Owner certificates of insurance or other acceptable evidences from reputable insurance companies licensed to write insurance in the State of Texas, showing that the contractor is covered by the insurance as follows:

In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

1. Commercial General Liability Insurance: Limits for bodily injury of not less than \$500,000/\$1,000,000 and for property damage of not less than \$500,000. **The policy shall be on the commercial general liability form, and shall include endorsement naming the Owner and the Engineer as additional insured and including contractor liability coverage.**
2. Business Automobile Liability Insurance: Limits for bodily injury liability of not less than \$500,000/\$1,000,000 and for property damage of not less than \$500,000, on all self-propelled vehicles not covered by the General Liability Insurance used in connection with the contract, whether owned, non-owned or hired.
3. **All Risk Builder's Risk Insurance or Installation Floater: For all projects including a building structure,** this policy insures all materials, supplies, machinery, equipment, fixtures, and temporary structures, including foundation, the property of the contractor, or for which the contractor may be liable, to be used in or incidental to the construction, fabrication, installation, erection, repair, alteration, or completion of Owner's facilities being constructed under this contract including the interest of any subcontractor.

This policy shall also cover property in transit to jobsite, while in temporary storage on and off-site and while at Owner's premises until the entire project is completely erected and accepted by the Owner.

4. Statutory Workman's Compensation and Employer's Liability Insurance.
5. Owner's and Contractor's Protective Liability: Limits not less than those for Commercial General Liability.

The Owner shall be notified by the Contractor and Insurance company at least 30 days prior to any changes in coverage including limits, locations, hazards or any other alteration materially affecting this contract. Should coverage be canceled or reduced below the required limits the Contractor shall immediately stop work until coverage can be reinstated and new certificates of coverage provided.

INSURANCE CERTIFICATE

Make certain the insurance certificate contains the following verbiage:

Description of Operations:

"In all operations involved in the Athletic Complex Paving & ADA Improvements, the City of Palestine, Texas, and The C. T. Brannon Corporation are an additional primary insured with waiver of subrogation as required by written contract."

Certificate Holders:

City of Palestine
504 North Queen Street
Palestine, TX 75801

The C.T. Brannon Corporation
1321 South Broadway
Tyler, TX 75701

Cancellation:

30 Days

OWNER AND OTHERS INDEMNIFIED

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Contractor provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

STATUTES TO BE COMPLIED WITH:

The Contractor agrees to comply with the Workers' Compensation Act of the State of Texas and to pay or cause to be paid all compensation, medical, or hospital bills which may become due or payable thereunder, and to protect and indemnify the Owner and the Engineer from and against any and all liability by reason of injury to employees of the Contractor. The Contractor shall furnish the Owner and the Engineer with a Certificate from its Insurance Carrier evidencing the Contractor's compliance therewith.

The Contractor agrees to comply with above requirements in connection with services and/or work covered under this project.

**PROJECT: City of Palestine, Texas - Athletic Complex Paving & ADA Improvements
 and Texas State Railroad Paving Improvements**

(company name)

(signature)

WITNESS MY SIGNATURE, this the _____ day of _____, _____.

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he signed the same for the purposes and consideration therein expressed.

(seal)

Notary Public

SPECIAL PROVISIONS

1. Scope of Project: The proposed project consists of Paving and ADA Improvements for the Athletic Complex. Work shall include but not necessarily be limited to the installation of 1,879 SY of reinforced concrete sidewalk, 362 SY of reinforced concrete pavement, ADA ramps, handrails, fencing upgrades, Asphalt pavement repairs, pavement markings and associated site work. The project also includes remodeling work inside two concession buildings and restrooms.
2. Qualification of Bid(s): None will be allowed or considered.
3. Bid Proposal: The Contractor shall submit proposals in the following formats:
Submit bid for Part "A" and Part "B" only;
4. Bonding: Bid bonds will be required.
5. Mandatory Completion Date: All improvements on the project must be substantially complete by Dec 31, 2020.
6. Bid Proposal Quantities: The unit quantities shown on the bid proposal will change only if the scope of work changes. Quantities for sidewalk may change if field conditions require a change in the routing. There will be no change to the quantities based upon "as-built" quantities with the exception of hydromulch seeding quantities, and erosion control fences. There will be no change to unit prices for reduced or increased quantities. The Contractor is advised to perform his own independent analysis of quantities and bid accordingly.
7. Subsidiary Items: The Contractor is reminded that all work required to complete the project as shown on the plans but not specifically addressed by the bid items shall be considered incidental to the other items bid and there will be no additional payment to any contractor for any additional work unless the scope of the project changes. The Contractor, by submission of his bid, agrees that he is thoroughly familiar with the requirements of the City of Palestine Engineering Department and the City of Palestine Utility Department for City streets and public utilities.
8. Schedule: Within 48 hours after notification of award of contract to the successful bidder, the Contractor must submit a proposed schedule of work including a time table and estimated total draw per month so that the Owner will be able to anticipate financial requirements and make timely payments to the Contractor. The successful bidder must also be able to start work within ten (10) days after the date of the notice to proceed.
9. Traffic Control: The safety of the public and the convenience of traffic on Armory Rd shall be regarded as of prime importance. The Contractor is responsible for traffic control throughout the limits of the project from the date of the "Notice to Proceed" until final acceptance. All signs and barricades are the responsibility of the Contractor at his expense. The Contractor will be required to place any and all signs and barricades as well as any traffic control devices directed by the City Engineer.
10. Backfill of Utility Ditchlines: It is intended that all backfill shall be placed in 6-inch to 9-inch lifts and mechanically tamped to 95% of Standard Proctor Density at (+/-)5% optimum moisture content. No water jetting will be allowed.

11. Utilities Adjustments: All storm sewer manholes, storm sewer junction box risers and manholes, all sanitary sewer manholes, sanitary sewer cleanouts, and water valve boxes will be adjusted to the correct grade and set in concrete by the paving contractor. All other utilities (electricity, telephone, cable, and gas) will be relocated, if applicable, by others. All adjustments are to be made according to details supplied by the City of Palestine Engineering Department. Materials required to perform utility adjustments shall conform to the City of Palestine Standard Specifications for Water and Sewer System Improvements.
12. Earthwork: Excavation and embankment quantities were not determined. The Contractor should review the plans and existing conditions of the site to determine the amount of work required to perform the work and bid accordingly.

The Contractor shall place and compact all excavated material in the area designated on the plans using "Density Control" compaction methods.
13. Proof-Rolling: The top six-inches of subgrade shall pass a test of "proof-rolling" by the Contractor using a loaded scraper or loaded dump truck, or as approved by the Engineer, before density tests are performed. Proof rolling is only required under Concrete paving (ADA Parking lots).
14. Existing Concrete: Where existing concrete sidewalk is to be removed, the concrete shall be sawed at the breakout limit in order to have a straight line joint. Saw cutting of joints shall be incidental to items bid. Existing concrete where abutting new concrete shall be doweled into with smooth reinforcing bars according to the "Paving Details" unless otherwise directed by the Engineer. The cost of doweling shall be incidental to the items bid.
15. Sandblasting: Sandblasting of the existing curb and gutter, up to 50-feet from the start of new curb and gutter shall be subsidiary to the items bid. The cost of sandblasting new curb and gutter shall be included in the cost of the new curb and gutter as shown in the bid proposal.
16. Erosion Control: The Contractor is responsible for providing erosion control measures as required to prevent erosion of soil into adjoining property.
17. Staking: Benchmarks and control points will be set by the Owner. The Contractor is responsible for his own construction staking for the project at no additional cost to the Owner.
18. ADA/TDLR Requirements: All improvements must meet ADA and TDLR requirements before final acceptance by the City of Palestine. The Engineer will coordinate the final inspection by the TDLR consultant when the Contractor is ready and requests the final inspection.

END OF SPECIAL PROVISIONS

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ITEM 1 - DEFINITION OF TERMS

- 1.1 **DEFINITION OF TERMS:** Wherever the words, forms or phrases defined herein or pronouns used in their place occur in these specifications, in the contract, in the bonds, in the advertisement, or any other document or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows.
- 1.2 **ADVERTISEMENT:** All of the legal publication pertaining to the work contemplated under the contract.
- 1.3 **OWNER:** The party of the first part in the agreement. For this project:
- City of Palestine**
504 North Queen Street, Palestine, Texas 75801
- 1.4 **ENGINEER:** The firm of The C.T. Brannon Corporation, 1321 South Broadway, Tyler, Texas 75701, (Mailing Address: P.O. Box 7487, Tyler, Texas 75711) its engineers, duly authorized supervisors, or inspectors. (903/597-2122)
- 1.5 **INSPECTOR:** The authorized representative of the engineer or the owner assigned to observe any or all parts of the work and the materials to be used therein.
- 1.6 **BIDDER:** Any person, persons, partnership, company, firm, association or cooperation acting directly or through a duly authorized representative submitting a proposal for the work contemplated. Also termed the Prime Bidder.
- 1.7 **CONTRACTOR:** Any person, persons, partnership, company, firm, association or cooperation entering into contract with the Owner for the execution of the work, acting directly or through a duly authorized representative, the party of the second part. The term Contractor may equally apply to a Construction Manager At Risk if the Construction Manager is responsible for the execution of the work and not merely acting as a contracting agent for the Owner relative to Contractors or Sub-Contractors who actually execute the work.
- 1.8 **SUPERINTENDENT:** The authorized representative of the Contractor.
- 1.9 **SURETY:** The corporate body which is bound with the Contractor as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with plans, specifications and terms of the contract.
- 1.10 **RIGHT-OF-WAY:** Land provided by a public governing body upon which to construct the proposed work or to gain access to work situated on private land.
- 1.11 **PROPOSAL:** The written statement duly filed with the Owner by the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.
- 1.12 **BIDDER'S GUARANTY:** The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the Owner and execute the required bonds for the work contemplated after the work is awarded to him.
- 1.13 **SPECIAL PROVISIONS:** The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.
- 1.14 **PLANS:** All the drawings pertaining to the contract and made a part thereof, including such supplementary drawings or addenda as the Engineer may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.
- 1.15 **SPECIFICATIONS:** The directions, provisions and requirements contained herein or in a special specification, supplemented by such "Special Provisions", "Supplemental Agreements" or "Field Orders" as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract.
- 1.16 **CONTRACT:** Otherwise referred to as The Agreement, it is the written agreement covering the performance of the work. The contract includes the advertisement, proposal, specifications, including special provisions, plans or working drawings and any supplemental changes or agreements pertaining to the work or materials therefor and bonds.

- 1.17 **PERFORMANCE BOND:** The security furnished by the Contractor and Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the contract.
- 1.18 **THE WORK:** All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor under the terms of the Contract. Work includes placing orders for equipment, mobilization, and erecting temporary works such as fences or project signs. Also termed The Project.
- 1.19 **WORKING DAY:** A working day is defined as a calendar day, not including Saturdays, Sundays or legal holidays, in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work under way for a continuous period of not less than seven hours between 7:00 a.m. and 6:00 p.m.
- 1.20 **CALENDAR DAY:** Any day of the week, month and year; no days being excluded for any reason. Unless noted otherwise, when the term "Day" is used, it shall be defined as a calendar day.
- 1.21 **SUBSTANTIAL COMPLETION:** Substantial completion is the milestone during construction of the project, near its completion, when construction contract provisions regarding time of construction and any associated liquidated damages or bonus payments are temporarily suspended.

Substantial completion shall be deemed to occur when all of the following conditions have been met in the sole opinion of the Engineer:

- a. A Certificate of Occupancy is issued by a governing body with jurisdiction over the project when such certificates are required by that jurisdiction.
 - b. When all parts of the facility are available for the full intended occupation, habitation, or other use of the owner without restrictions.
 - c. When the contractor has removed all temporary works including screens, job shacks, temporary restroom facilities, erosion control measures, barricades, non-permanent fences; cleaned up the site; removed trash containers;
 - d. The project has been subjected to a preliminary-final inspection by the owner, the Engineer and the contractor and only minor deficiencies not preventing occupancy or utilization of the facilities in full have been noted.
 - e. The Engineer has issued a letter of Substantial Completion.
- 1.22 **COMPLETION:** Completion, also termed Final Completion, shall be deemed to occur when all requirements of the construction contract (except the performance of required warranty work during the contractual warranty period), but including Contractor's remedy of deficiencies determined by the Engineer during the preliminary-final inspection, have been fulfilled. The Warranty Period shall commence on the date of Completion.
- 1.23 **TIME:** Includes any of these terms: Project time, time for completion, contract time or similar use of the word. Time may be expressed in Working Days or Calendar Days and is the time set aside in the agreement for the completion of the work from the date of the Notice to Proceed until the date of Substantial Completion unless changed by mutual agreement of the parties.
- 1.24 **CHANGE ORDER:** A document which, when executed by all parties to the agreement, amends the original agreement by changing the pricing of the work, the time for completion of the work, or other material terms of the agreement. A Supplemental Agreement is a Change Order.
- 1.25 **CONSTRUCTION DOCUMENTS:** The compilation of all construction drawings, technical specifications, special and general provisions, bidding instructions and forms of proposal, supplemental instructions, addenda, change orders, field orders, shop drawings, manufacturer's written instructions, and attached or referenced reports such as geotechnical engineering reports. Any referenced standard designated in any of these documents including, but not limited to, standards promulgated by AWWA, ASTM, ASME, ANSI, AISC, or ACI or similar publication is incorporated by reference and is of such force and effect as if contained at length in the project Specifications.
- 1.26 **FIELD ORDER:** Any written instruction given by the Engineer or his authorized representative to approve or authorize a change in the work to be performed for which there is:
1) No change to be made in the compensation to the Contractor, and
2) No change in the Time for Completion.
- 1.27 **SUB-CONTRACTOR:** For this agreement, any person, persons, partnership, company, firm, association or cooperation entering into a second tier or lower tier contract with the Contractor for the execution of a portion of the work or for supplying materials or equipment for the work. The Sub-Contractor has no written contractual agreement with the Owner and the Contractor is responsible and liable to the Owner for the performance or non-performance of Sub-Contractors working under his control at any tier.

ITEM 2 - INSTRUCTION TO BIDDERS

- 2.1 **REGISTRATION AS POTENTIAL BIDDER:** The Advertisement for Bids will list instructions for obtaining Construction Documents including Forms of Proposal. It is incumbent on the prospective bidder to register his or her intent to propose, as a Prime Bidder or a sub-bidder to one or more Prime Bidders, with the Engineer and/or Owner as provided for in the Advertisement. Neither the Engineer nor the Owner is responsible for failure to provide updated bidding information or addenda to persons who fail to register as a potential bidder.
- 2.2 **PROPOSAL FORM:** The Owner will furnish bidders with proposal form(s) which state the general location and description of the contemplated work, an approximate estimate of the quantities of materials to be furnished and work to be done or materials to be furnished, and upon which bid prices are asked, and the time in which the work is to be completed. The proposal form will provide for entering the amount of bid and a place for signature of the responsible party for the bidder. Unless otherwise provided, the proposal form shall be used for submitting the bid, all other forms being considered non-responsive.
- 2.3 **QUANTITIES IN PROPOSAL FORM:** The quantities of the work and materials set forth in the Proposal Form or elsewhere in the Construction Documents approximately represents the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. When unit prices are provided, actual field quantities will be measured or computed and payment will be made by the Owner to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the Construction Documents. It is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the unit bid prices.

Unless noted otherwise in the Proposal Form, prices are to be submitted for furnishing all labor, equipment, materials, supervision, tools, or other incidentals to completely install the stated equipment or materials in accordance with the Construction Documents. If other parties are furnishing equipment or materials to be installed by the contractor, the Proposal Form, special provisions, or other specific notations in the specifications or the plans shall so state explicitly.

Work shown in the Construction Documents or reasonably inferred but for which no bid item(s) is (are) provided shall be deemed required and payment shall be considered subsidiary to bid items.

If the Construction Documents contain work to be performed by others and not by the Contractor, the Construction Documents shall so clearly state and, if not so stated, the work shall be performed by the Contractor, whether or not bid items are contained in the proposal for said work.

- 2.4 **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK:** Bidders are advised that the plans, specifications and other documents on file with the Engineer and any subsequent written addenda shall constitute the total extent the information the Owner will furnish. Bidders are required, prior to submitting any proposal, to read the proposed contract documents carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests, and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion, and obtain all information required to make a responsive proposal.

No information given by the Owner or any agents thereof, other than that shown on plans and contained in the specifications, proposal forms, and addenda shall be binding upon the Owner.

Bidder shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. Submission of a proposal is evidence that the bidder has made the examinations, investigations, and tests required herein.

- 2.5 **SUPPLEMENTAL INFORMATION OR ADDENDA:** Should a bidder have any questions concerning the interpretation of the documents including procedures for bidding, he shall direct his question in writing to the Engineer no later than the prescribed time for receiving questions stated in the Notice to Bidders. If in the opinion of the Engineer, the information is essential, the Engineer will issue addenda to all registered plan holders by U.S. Postal Service, electronic mail, or facsimile transmission as he may choose. The Engineer will not answer questions intended to give one bidder an unfair advantage. Neither will the Engineer offer opinions on a prospective bidder's approach to the work.
- 2.6 **PREPARATION OF PROPOSAL:** The bidder shall submit his proposal on the separate forms furnished by the Owner. All blank spaces in the form, including those for alternate bids, shall be correctly filled in and the bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to complete the work contemplated or furnish the material required. Such prices shall be written legibly. Unless specifically instructed to do otherwise, do not add lines, comments, limitations, qualifications, bid items other conditions to the bid form.

In case of discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association, or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

- 2.7 **TIME FOR CONSTRUCTION:** If a specific length of time is shown in the proposal forms, the Owner anticipates the project can be completed within the time shown in the proposal and the time stated shall govern. If the time for construction is not shown in the proposal, the bidder shall complete the form with his own anticipated time for construction completion. Time is of the essence in this construction project.
- 2.8 **NON-RESPONSIVE PROPOSALS:** Proposals will be considered non-responsive for any of the following reasons:
1. Omissions of line item bids or alternate bids requested
 2. Alterations of forms
 3. Additions, or conditions not called for
 4. Unauthorized alternate bids
 5. Irregularities of any kind
 6. Submitting an unsigned proposal
 7. Failure to submit required forms
 8. Failure to provide appropriate Proposal Guaranty
- 2.9 **PROPOSAL GUARANTY:** If specifically called for in the forms of proposal, instructions to bidders or notice to bidders, a Proposal Guaranty may be required for this proposal. If so required, no proposal will be considered unless it is accompanied by an acceptable Cashier's Check or bid bond payable to the Owner. The cashier's check shall be in the amount specified in the Notice to Bidders. The proposal guaranty is required by the Owner as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract and furnish the required bonds within ten (10) days after the receipt of acceptance. Bids submitted without proposal guaranty will not be read and will immediately be returned to the bidder.
- 2.10 **FILING OF PROPOSALS:** No proposal will be considered unless it is filed with the Owner or the Owner's authorized representative at the place and within the time limit for receiving proposals as stated in the Advertisement. Post marks, delivery to a mail room or other location at the Owner's address, errors by courier services notwithstanding, the proposal must be filed at the place and not later than the time designated in the Advertisement. Each proposal (other than electronically transmitted proposals, when allowed) shall be in a sealed envelope, plainly marked with the word, "PROPOSAL", and the name or description of the project as designated in the Notice to Bidders. Digital proposals, when permitted, shall be sent as an attachment in Portable Document File (PDF) format to the designated electronic mail address.

MAILED PROPOSALS MUST BE IN THE HANDS OF THE OWNER AT THE PLACE AND WITHIN THE TIME LIMIT STATED IN THE ADVERTISEMENT, POSTMARKS NOT WITHSTANDING.

For this project, only the following marked methods of submitting proposals are acceptable if received prior to the deadline for receiving bids:

- ☒ Hand delivery to the designated place of bidding.
- ☒ U.S. Postal Service delivery or expedited courier service (UPS, FedEx, etc.) to the designated place of bidding.
- ☐ Electronic mail delivery to the designated place of bidding or person designated to receive bids.
- ☐ Telephonic facsimile delivery to the designated place of bidding or person designated to receive bids.

- 2.11 **WITHDRAWING PROPOSALS:** A bidder may withdraw his proposal provided his request in writing to do so is in the hands of the official indicated in the Notice to Bidders by the time set for opening of proposals. A bidder may change the unit prices in his proposal provided his request to do so is submitted in writing and is in the hands of said official prior to the time set for opening of proposals. Requests by telephone, facsimile, electronic mail or telegraph for changes in bid prices or for withdrawal of proposals will not be considered unless the bid was originally submitted by electronic mail or facsimile.
- 2.12 **DISQUALIFICATION OF BIDDERS:** Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
1. Substantial reason for believing collusion exists among the bidders.

2. Reasonable grounds for believing that any bidder is interested as prime contractor in more than one proposal for the work contemplated.
 3. The bidder being involved in any litigation against the Owner.
 4. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
 5. Uncompleted work which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
 6. Proposals in which prices are obviously unbalanced.
 7. Proposals submitted after the advertised deadline for receipt of proposals.
 8. Proposals not accompanied by bid security.
 9. Proposals not signed by the bidder.
- 2.13 **OPENING PROPOSALS:** The proposal filed with the Owner will be opened at the time stated in the Notice to Bidders and [X] publicly read aloud [] privately opened, and shall thereafter remain on file with the Owner. Bidders or their agents [X] are [] are not invited to be present for the opening of bids.
- 2.14 **SALES and USE TAX:** For eligible government and tax exempt entities, the bid prices shall not include sales tax on materials, supplies, services, equipment used or consumed in the performance of the contract. The Owner will furnish the contractor with a tax exemption certificate to be issued to his retailer in lieu of the tax.
- Sales tax for projects for private or taxable entities [or Use tax for vendors selling taxable materials, supplies, services and equipment from out of state who are exempt from local sales tax] is to be included in the proposal even if the improvements are later to become property of a City, County, or other tax exempt entity. Contractor shall obtain proper sales tax number from the state and directly pay sales tax where applicable. The contractor, in all pay applications under this agreement, shall clearly credit the Use tax amount to the owner so that the owner may pay the tax where applicable. Bidders shall verify with the state comptroller's office in the state in which the project resides to determine applicability of this provision and amount of tax.
- 2.15 **TIE BREAKERS (Public bodies only):** In accordance with state law, if two or more bidders submit bids of equal amounts to the penny, the contract, if awarded, shall be awarded by toss of a coin or drawing lots prescribed by the Mayor or chief executive officer, or their respective designee, of the governing body.
- 2.16 **ALTERNATES:** Only alternates specified in the proposal may be bid. All alternates listed in the proposal form require a bid unless specifically noted in the proposal form.
- 2.17 **SUBSTITUTIONS PRIOR TO AWARD:** Each bidder shall submit his proposal based on the designs, materials and equipment described in the bid documents including addenda and assume no substitutions will be allowed. Advance approval of substitutions is not offered by the Owner or Engineer. Offers for substitute means, methods, and materials will only be considered after award of the construction contract.

ITEM 3 - AWARD AND EXECUTION OF CONTRACT

- 3.1 **CONSIDERATION OF BIDS:** After proposals are opened, the proposals will be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. Until final award of the contract, the Owner reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise for new bids, or proceed to do the work otherwise in the best interests of the Owner.
- 3.2 **AWARD OF CONTRACT:** The award of the contract, if it be awarded, will usually be to the lowest responsive bidder but to the Owner may choose under law to award to the best advantage of the Owner and not necessarily to the low bidder in some cases. The Bid Documents may contain additional requirements to be met by the Bidder and all such required information must be submitted with the Bid. The Bidder is cautioned that such information may be used in considering the qualifications of the Bidder and may influence the award of the contract. The Owner reserves the right to withhold the award of the contract for a period of time not to exceed sixty (60) days from the date of opening proposals.
- 3.3 **RETURN OF BIDDER'S GUARANTY:** As soon as proposal prices have been tabulated for comparison of bids, the Owner may at his discretion return the proposal guaranties, if any, accompanying the proposals which, in his judgment would not be considered in the award; all other proposal guaranties will be retained by the Owner until the required contract and bonds have been executed, after which they will be returned.
- 3.4 **CONTRACT BONDS:** If bonding is required on the project, within ten days after written notification of the award of the contract the Contractor shall execute the contract and file with the Owner a good and sufficient Performance Bond in the amount equal to one hundred percent of the total amount of the contract, as evidenced by the proposal, guaranteeing the full and faithful execution of the work and performance of the contract. A statutory payment Bond shall be executed in the amount of 100 percent (100%) of the contract amount as evidence of all bills for materials and labor having been paid for work provided for in said contract.

In addition to the Performance and Payment Bonds the contractor shall execute a Maintenance Bond in the amount of 100% of the total amount of the contract, guaranteeing the work against faulty workmanship and/or materials for a period of one (1) year from the date of the Owner's written acceptance of the work. Should the Contractor fail to correct defective work within five (5) days of receipt of written notice of such work, the Owner reserves the right to cause repairs to be made and to hold the Contractor liable for the cost thereof.

No sureties will be accepted by the Owner who are now in default or delinquent on any bonds in favor of the Owner or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner and shall be executed by an approved surety company authorized to do business in the state in which the project is situated, listed by the U.S. Treasury Department on their latest approved Surety List, and acceptable to the Owner.

Each bond shall be executed by the Contractor and the sureties.

Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given the contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the Owner. The Contractor shall be obligated to notify the Owner immediately of any cancellation by surety, change in surety's ability to perform under the conditions of the Bond, change in bond company rating or any other change affecting the bonds of which the Contractor is notified.

No payment will be made under the Contract until the new surety or sureties, as required, have qualified and been accepted by the Owner.

- 3.5 EXECUTION OF CONTRACT: The person or persons, partnership, company, firm, association, or corporation to whom a contract is awarded shall within ten days after such award sign the necessary agreements entering into the required contract with the Owner. No contract shall be binding on the Owner until it has been approved, executed, attested, and delivered to the Contractor.

The Contractor, in submitting the contract forms to the Owner for signature, warrants that the signatories on behalf of contractor are authorized to execute the agreement and Owner shall not be obligated to make independent inquiry or verify such as fact.

- 3.6 FAILURE TO EXECUTE CONTRACT: The failure of the bidder to execute the required contract within ten days after contract is awarded shall be considered by the Owner as an abandonment of his proposal and the Owner may annul the award. By reason of the uncertainty of the market prices of materials and labor, and its being impracticable and difficult to determine accurately the amount of damages accruing to the Owner by reason of said bidder's failure to execute said bonds and contract within said ten days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the bidder, and shall thereupon immediately be forfeited to the Owner. The filing of a proposal will be considered as an acceptance of this provision.

- 3.7 BEGINNING OF WORK: The Contractor shall not mobilize, survey, erect signage, install fencing or barricades, stake or otherwise occupy any part of the property on which the project shall reside or begin any work until a Notice to Proceed has been issued in writing by the Engineer. The Contractor shall not perform any work prior to obtaining the necessary permits where permits are required. The agreed time for completion of the work shall be set out in the Notice to Proceed.

- 3.8 SUBSTITUTION OF MATERIALS AND EQUIPMENT AFTER AWARD: Substitution requests will be considered only after award and only under one or more the following circumstances:

1. The substitution is required for compliance with subsequent interpretation of code, passage of laws, or insurance requirements.
2. The specified product is unavailable through no fault of the Contractor;
3. The manufacturer or fabricator refuse to certify or guarantee the product as requested;
4. Subsequent information reveals that the specified product is unable to perform properly or to fit in the designated space; or
5. In the Engineer's sole judgment, the substitution would be in the owner's best interest.

The Contractor must submit to the Engineer a fully documented request for substitution including:

1. All comparative pricing information between the product specified and the proposed substitution
2. Physical data, dimensions, finishes and materials.
3. Performance data. For electrical equipment: voltages, phases, efficiencies, and power consumption
4. Country of origin, source of replacement parts, and service company locations.
5. Any other information required by the Engineer for proper evaluation of the product or equipment.

In proposing a substitution the Contractor shall enumerate all changes in other related or connected work including equipment, structures, pipe or conduit sizes, mechanical, supports, or electrical modifications, or any

other affected trade or supplier. In submitting a request for a substitution, Contractor warrants there will be no change orders or price adjustments directly or indirectly attributable to the allowed substitution other than those offered during the request for substitution and, if additional work is later found necessary due to the substitution, the Contractor shall be solely responsible for any additional costs resulting therefrom.

ITEM 4 - SCOPE OF WORK

- 4.1 **INTENT OF CONSTRUCTION DOCUMENTS:** The intent of the Construction Documents is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal and contract. Unless otherwise provided, the Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary for the proper prosecution and completion of the work. And, unless otherwise provided, all equipment and materials to be provided on this project will be newly manufactured and not salvage or surplus, rebuilt or reconditioned.
- 4.2 **SPECIAL PROVISIONS:** Should any work or conditions which are not covered by standard or generic specifications be anticipated on any proposed work, "Special Provisions" for such work will be prepared by the Engineer previous to the time of receiving the bids, and shall be considered as a part of the specifications and contract and complied with by the Contractor. Special Provisions shall take precedence over any conflicting drawings, general provisions, standard specifications, standard details or bid pay item descriptions.
- 4.3 **INCREASED OR DECREASED QUANTITIES OF WORK:** The Owner may alter the quantities of work to be performed by either increasing or decreasing the quantities at any time when it is found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices, if there are unit prices, or at a negotiated price derived prior to the work if there are no unit prices. When work is performed at unit prices, no payment other than the unit price will be made to cover the expense of additional work, overhead, or anticipated profits. Such changes in the quantity of work to be performed shall not be considered as waiving or invalidating any conditions or provisions of the Agreement.
- 4.4 **ALTERATION OF PLANS AND SPECIFICATIONS:** The Engineer reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract and bonds.
- 4.5 **EXTRA WORK:** When any work not defined or required by the construction documents is necessary to the proper completion of the project and for which no prices are provided for in the proposal and contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer.
- Payment for extra work will be made by "Supplemental Agreement" as hereinafter provided.
- 4.6 **ERRORS OR AMBIGUITIES IN PLANS:** Should the Contractor or his subcontractors discover an obvious discrepancy or ambiguity in construction documents he shall not be permitted to take advantage of such discrepancy or ambiguity but shall immediately point out such to the Engineer. He shall not proceed with anticipation of profiting later on work that is clearly shown in error. In the event of conflicting notes, statements or requirements, the Engineer shall determine which note, statement or requirement shall apply in the best interest of the Owner, the Contractor's interpretation notwithstanding.
- 4.7 **CONDITIONS DIFFERENT THAN SHOWN:** If, in the course of performing the work, the Contractor uncovers previously undisclosed obstacles or conditions differing from those shown on the plans or which a reasonably prudent contractor under similar circumstances would know or should have known, the Contractor shall stop work in the area and bring such differing conditions to the attention of the Engineer. The Engineer may order the work to proceed, may alter plans or specifications, or may otherwise adjust the work to be performed. If such changes warrant substantive price changes, the Contractor shall immediately prepare pricing documentation to be included in any Supplemental Agreement. The Contractor shall not proceed with any work where conditions are materially different than shown on the plans until authorized by the Engineer.
- 4.8 **REQUESTS FOR INFORMATION:** The Contractor shall develop his own forms and systems for submitting requests to the Engineer for additional information. Each request shall be dated, clearly cite the issue needing clarification, reference the specification, drawing or note in question, include an 'answer needed by' date and provide a place for the Engineer's response. Each request should be numbered sequentially. Once the information is provided by the Engineer, the Request for Information shall be of such force and effect as any specification, drawing or note included on the plans.

The Contractor shall not submit spurious or unnecessary Requests for Information for items clearly shown in the construction documents and the Engineer may reject out of hand such Requests for Information he deems inappropriate.

- 4.9 **FINAL CLEAN-UP:** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of work all surplus and discarded materials, temporary structures, and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer. No payment will be made for this work, its cost being subsidiary to and included in the unit prices bid.

ITEM 5 - CONTROL OF THE WORK

- 5.1 **AUTHORITY OF THE ENGINEER:** All work shall be performed in a workmanlike manner and to the satisfaction of the Engineer and in accordance with the contract, plans and specifications. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, mutual rights between Contractors under these specifications, and suspension of the work. He shall determine the amount and quality of the work performed and materials furnished, and his decisions and estimates shall be final. His estimate of amount of work done shall be a condition precedent to the right of the Contractor to receive money due him under the Contract. The engineer shall not be obligated to conduct tests or otherwise insure compliance of the Contractor.

The Engineer shall not control or direct the work for the Contractor nor shall he establish techniques, means or methods of completing the work in accordance with the construction documents. The Engineer's responsibility lies with the final product or outcome of the project and not the schedule or means in which the work is accomplished so long as the engineering requirements and technical specifications are met.

The Engineer is not responsible for jobsite safety except as it applies to his own actions. Compliance with safety regulations and good construction practices shall remain the sole responsibility of the Contractor. The Engineer may, but is not obligated to, point out safety concerns as he may perceive them.

- 5.2 **CONFORMITY WITH PLANS:** All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. Any deviation from the plans which may be required by the exigencies of construction will be determined by the Engineer and authorized by him in writing. Shop or fabrication details shall be furnished by the Contractor and reviewed by the Engineer but such review shall not be deemed to revise or modify the requirements of the specifications or other construction documents.

- 5.3 **EXISTING STRUCTURES:** The Plans may show the locations of known surface and subsurface structures. However, the location of many gas mains, water mains, conduits, sewers, etc., is unknown and the Engineer assumes no responsibility for failure to show any or all these structures on the plans or to show them in their exact location.

It is mutually agreed such failure to show underground obstructions will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Construction Documents. In such a case, at the decision of the Engineer, the provisions in these specifications for extra work shall apply.

The Contractor shall comply with the provisions of the "Underground Facility Damage Prevention & Safety Act, Section 9" and he shall call the local designated coordinator for marking underground utilities at least 48 hours prior to digging below grade. The Contractor shall obtain and maintain on file written confirmation of contacting the coordinator.

- 5.4 **COORDINATION OF CONSTRUCTION DOCUMENTS:** The plans, specifications, proposal, special provisions, addenda and all supplementary documents are intended to describe a complete work and are essential parts of the Agreement. A requirement occurring in any of them is binding. In case of discrepancies,
- 1) Written dimensions shall govern over scaled dimensions
 - 2) Plans shall govern over specifications;
 - 3) Special provisions shall govern over both general or technical specifications and plans;
 - 4) Quantities shown on the plans shall govern over those shown in the proposal.
 - 5) Plan details govern over standard details.

The Contractor shall not take advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer.

- 5.5 **COOPERATION OF CONTRACTORS:** The Contractor shall give the work the consistent attention and supervision necessary to facilitate the progress thereof, and he shall cooperate with the Engineer, his inspectors, and with other contractors in furthering progress on the project. The Contractor shall provide all facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work including ladders, scaffolding, and lift equipment when such equipment is already onsite.

The Contractor shall coordinate the work of his subcontractors between themselves and between them and other contractors. Other contractors for the Owner may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors for the Owner all reasonable facilities and assistance for the completion of adjoining work. In the event of any dispute between contractors on a project related to the priorities of construction, the Engineer shall determine which contractor(s) have priority in the best interest of the Owner and other contractor(s) shall have no recourse nor shall such determination be any basis for delay claim.

- 5.6 **CONSTRUCTION STAKES:** The Owner will furnish the Contractor with horizontal and vertical control points (bench marks and key coordinate points) or control grid base line necessary for proper prosecution and control of the work. Other stakes will be provided for this project as indicated below:

- [X] The Contractor shall set his own grade stakes, offsets, and cut stakes using control points established by the Owner from digital coordinates or dimensions on plans.
- [] The Owner shall provide alignment stakes, grade stakes, offset stakes, cut stakes, hubs or physical controls in addition to the control points designated on the plans. The Owner will not, however, set 'blue-tops' for fine grading parking lots or roadways.

All stakes, marks, etc. shall be carefully preserved by the contractor, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the Contractor's expense.

- 5.7 **EROSION CONTROL:** In the absence of specific provisions, construction plans, bid items or specifications to the contrary, the Contractor shall take whatever efforts and use whatever means he deems necessary to control runoff and sediment transport from the project. If no pay item is provided, he shall provide these protections as subsidiary to other pay items. The Contractor shall maintain such erosion protection devices throughout the project and remove them when the project is complete.

The Contractor shall comply with the storm water pollution prevention requirements in the state in which the project resides including paying for all permits, filing notices of intent and notice of completion; installing, maintaining, monitoring and documenting erosion control devices; and, where required by statute, prepare and maintain on-site a Storm Water Pollution Prevention Plan and observe the provisions thereof. Unless pay items are included in the proposal, the cost of compliance shall be considered subsidiary to the other bid items and no separate payment will be made for erosion control.

Texas Requirements for Storm Water Permitting

	Less than 1 acre	Between 1 and 5 acres	Greater than 5 acres
Notice of Intent:	None	Notify local jurisdiction	File notice of intent with TCEQ
Permit Fee:	None	None	\$100 per year*
SW3P	No plan required	SW3P: plan required	SW3P: plan required
Preventive measures	Required	Required	Preventive measures required
Notice of Termination	None	None	File notice of termination with TCEQ

*The \$100 annual fee is based on the state's fiscal year. If a project bridges the start of a new fiscal year while the project is active, an additional \$100 fee is owed.

The Engineer may require the Contractor at any time, at Contractor's expense, to clean up mud from streets and alleys and remove sediment from erosion from adjacent road side ditches but the Contractor is required to be proactive and remove such mud and sediments even without specific instructions from the Engineer to do so.

- 5.8 **AUTHORITY AND DUTIES OF INSPECTORS:** Inspectors will be authorized to observe all work done and all materials furnished. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the inspector will have authority to reject materials or work until the question at issue can be referred to and decided by the Engineer. The Inspector will not, however, be authorized to revoke, alter, enlarge, or release any requirement of these specifications, nor to approve or accept any portion of work, nor to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work, nor shall he be responsible for discovering or reporting safety violations on the job site.

The Inspector is not required to see or verify all work, nor shall he be expected to be present at all times and all locations where work is being performed. He shall not be required to conduct tests or call for testing by others. The failure of the Inspector to observe or report a defect in the making or prior to being concealed shall not relieve the contractor of any responsibility in complying fully with the plans and specifications or to later remedy defective work.

- 5.9 **INSPECTION:** The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. No work shall be done nor materials used without affording the Engineer or inspector suitable notice for observation of the work. The Engineer may direct and the Contractor shall comply with instructions to keep open trenches or confined spaces for review of the work.

The Owner, the Engineer, and State and local agencies having jurisdiction shall at all times have access to and be permitted to observe and review all work and records pertaining to the project. Provided, however, that all instructions to the Contractor will be given through the Engineer or his authorized representatives.

Inspection is for providing an increased level of assurance to the Engineer and Owner as well as the Contractor that the work was performed in general conformance with the intent of the plans and specifications but cannot be deemed to insure compliance in all regards.

- 5.10 **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which has been rejected or condemned shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grades having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and will be considered unauthorized and, at the option of the Engineer, may not be measured and paid for, and may be ordered removed at the Contractor's expense.

Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer will, after giving reasonable notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or cause unauthorized work to be removed and to deduct the cost thereof from any moneys due or to become due the Contractor.

- 5.11 **PRE-FINAL AND FINAL INSPECTION:** The Engineer will make a pre-final site visit to the work included in the Contract as soon as practicable after the work is deemed substantially complete by the Contractor and notice is given to the Engineer. If the work is not acceptable to the Engineer at the time of such site visit, he will inform the Contractor as to the particular defects to be remedied before final acceptance can be made. The Engineer may determine that additional pre-final site visits are required and may, as a result, issue additional lists of defects needing the Contractor's attention. The Engineer may designate the project as "substantially complete" as that term is defined in Item 1 – Definitions. Upon completion of the remediation of unacceptable work listed by the Engineer, the Engineer shall make a final site visit to determine the work is acceptable and may then issue a Certificate of Completion.

- 5.12 **JOB ACCESS AND SECURITY:** The Contractor shall erect and maintain for the duration of the construction such fences, gates, and barricades and provide such security methods as he deems necessary for the protection of the job site, the Contractor's own equipment and personnel, materials and the project itself. The Owner may, but is not obligated to, provide additional levels of security as he may deem prudent.

- 5.13 **SAFETY ON THE JOB:** Safety compliance on the project is the responsibility of the Contractor and he shall install and maintain such safety appliances, railings, hole covers, re-bar caps, trench barriers and other safety devices as may be required by OSHA or other agencies. The Contractor may impose on workers and visitors alike reasonable safety requirements for wearing apparel and conduct on the job and may require training for construction personnel and visitors as he deems necessary. He shall train his personnel in the observance of safe work practices. He shall maintain records documenting compliance with these requirements.

The Contractor shall maintain on-site Material Safety Data Sheets for chemicals stored or used in the project.

- 5.14 **FIRE PROTECTION:** The Contractor shall prepare and maintain a Fire Protection Plan for the work describing preventative measures to be taken on the job site, evacuation procedures, and provision of fire-fighting equipment such as fire extinguishers, fire hoses, water pumps, and earth moving equipment. Contractor shall train his personnel in the requirements of the plan.

ITEM 6 - CONTROL OF MATERIALS

- 6.1 **SOURCE OF SUPPLY OF MATERIALS:** The materials shall be newly manufactured of the best quality procurable as required by the Construction Documents. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to these specifications shall be used in the work. Packaged materials shall be delivered in unopened containers. The Contractor shall furnish approved materials from other sources if for any reason the product from any source proves unacceptable after approval. Any material which has become unfit for use will not be permitted in the work and shall be immediately hauled away.
- 6.2 **SAMPLES AND TESTS OF MATERIALS:** Where the Engineer determines that tests of materials are necessary, such tests will be made at the expense of the Owner unless otherwise provided in the Construction Documents. The failure of the Owner to make tests of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications. The Contractor shall furnish adequate samples without charge.
- 6.3 **STORAGE OF MATERIALS:** Materials shall be stored so as to insure the preservation of their quality and fitness for the work and in strict conformance with the requirements of the manufacturer, if any. When directed by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. The contractor shall secure his own permission and pay all costs incident thereto for the use of adjacent properties for storage, access, or other conveniences.
- 6.4 **DEFECTIVE MATERIALS:** All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the Engineer.
- 6.5 **ARRANGEMENT FOR CONSTRUCTION WATER:** When the contract requires water during construction, the Contractor shall make all necessary arrangements and pay all associated costs for obtaining water, including tap fees, meter fees, and usage fees (if any).
- 6.6 **OTHER UTILITIES:** The contractor must make arrangements for the provision of construction power, telephone, or gas to the site and pay all deposits, fees, charges and bills during the course of construction. The contractor is not required to pay extension or pole charges for permanent extension of utilities to the site but will be required to pay all costs from the site boundaries to the project if any.
- 6.7 **APPROVED EQUALS:** Where a specific product or manufacturer is mentioned by name, it is not the intention to restrict fair trade or discriminate against an equal product by another manufacturer, but it is the intention to set a definite standard. Therefore, the mentioning of a specific product or manufacturer shall be interpreted to mean that products or equipment used that conform to that specified may be submitted for approval to the Engineer. The Engineer shall be the sole judge as to whether a product is indeed equal to that specified.
- 6.8 **SUBSTITUTIONS:** The Contractor, in any request for substitution of materials or equipment, must include in the documentation all features, materials, performance, or other differences between the product specified and that submitted for substitution. Failure to disclose significant facts may result in the Engineer rejecting the product after installation. In the event any product is subsequently found unacceptable by the Engineer after installation, the product shall be removed and replaced as specified and at the expense of the Contractor.
- Applications for substitution must include shop drawings, specifications, and warranty information. A request for substitution must be made separately from the routine project submittal for other equipment. Allow at least 14 working days for review and approval of substitutions.
- A substitution cannot be approved through the regular submittal process for materials and equipment to be used on the project. Additional information above is required.
- 6.9 **INSTALLATION SUPERVISION:** Unless the Contractor is a factory certified installer of a product or equipment in his own right, the Contractor shall require and bear the expense for training or for a representative of the manufacturer to provide on-site installation supervision, start-up or commissioning. The Contractor shall bear the expense regardless of the number of trips or the expenses of the representative. The Contractor, prior to Substantial Completion, shall be responsible for functionally testing all equipment including pressure testing of pipe and start-up of motors or pumps. All field supervisor expenses, plant trips, testing, and O & M Manuals shall be included in the bid price.
- 6.10 **OPERATION AND MAINTENANCE MANUALS:** The contractor shall require the manufacturer to provide six (6) complete sets of operation and maintenance manuals for each piece of equipment. In addition to the 'hard copies' the contractor shall also furnish the information to the Engineer on compact disc in Portable Document File (PDF) format. This information shall be provided prior to final completion. The contractor shall bind each of the six sets in an indexed, tab-organized 3-ring binder(s) for the project. The Operations and Maintenance Manual shall include for each piece of equipment:

1. Make and model numbers, serial numbers, etc.
 2. Capacities, capabilities of the equipment.
 3. Maintenance requirements for the equipment including re-calibration, lubrication and replenishing consumable products.
 4. Voltage and power requirements for the equipment.
 5. Replacement parts list and key.
 6. Manufacturer's name, local service agent, and/or supplier.
 7. Certified field test data if applicable.
- 6.11 BUY AMERICAN: Unless otherwise approved by the Engineer contractors must use domestic construction materials in preference to non-domestic material if it is priced no more than 6% higher than the bid of non-domestic material considering all costs of shipping, taxes and duties.
- 6.12 SHOP DRAWING/SUBMITTAL REVIEW: Checking of shop drawings, samples and submittals by the Engineer is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Checking neither determines accuracy of quantities or dimensions, nor substantiates installation instructions or performance of equipment or systems designed by the contractor. The Contractor is responsible for complying with the contract documents, including dimensions, quantities, for coordination between trades, designs by contract, construction means, methods, techniques, sequences and safety.

Requirements for submittals:

1. Submit shop drawings and submittals in a single submission in binder(s). For long lead-time delivery items the Contractor may request and the Engineer may give early approval to expedite ordering and delivery so as to not delay the project.
2. Submit the number of copies the Contractor needs returned plus THREE (3) for use by the Owner and Engineer.
3. In addition to the printed copies, submit a digital copy of the submittal on compact disc in Portable Document File (PDF) format. [Note: With permission of the Engineer, the Engineer may choose to waive requirement for all or part of hard copy submittals and accept only the digital file(s).]
4. Mark each piece of equipment, labeling its use and Specification Section Number. Tie any equipment to the key number shown on the plans for that equipment for easy identification and comparison.
5. Do not submit unmarked catalog or cut-sheet pages denoting several models or options. Mark clearly the selection of the product to be supplied. Mark options being provided.
6. Especially denote clearly the power requirements of all electrical devices. Coordinate with any electrical drawings when multiple voltages or phases are available to select the proper equipment.
7. Date the submittal and indicate FIRST SUBMISSION on the initial offering. On subsequent submissions, if they are necessary, indicate second, third, etc.
8. Subsequent submittals will be accepted as partial submittals if other items have been approved.
9. Allow ten (10) working days for review. If special items need expediting, indicate which items.

The review and approval of a submittal does not constitute a waiver of requirements in the specifications unless clearly stated by the Engineer of his intent to waive a requirement. Failure of the Engineer to detect errors or make note of a deviation from the plans does not constitute approval of that deviation. A submittal is not a SUBSTITUTION request and approval of a submittal does not constitute approval of a substitution. Substitution requests must be made separately from submittals.

- 6.13 STANDARDS: Reference to standards in the technical specifications such as the American Water Works Association (AWWA), American National Standards Institute (ANSI), American Society for Testing Materials (ASTM), and similar organizations shall mean the latest edition, revision or substitution for the standard in effect at the time of bid.

ITEM 7 - LEGAL REGULATIONS AND PUBLIC RESPONSIBILITY

- 7.1 LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with all Federal and State laws and local ordinances and regulations which in any manner affect the conduct of the work. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the Owner and his officers, agents and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order whether by himself or his employees, or sub-contractors.

- 7.2 **PERMITS AND LICENSES:** The Contractor shall be licensed to perform construction in the jurisdiction of the project at the time of his proposal and for the duration of the project. The Contractor shall procure all building permits and tradesman licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Owner will procure all federal permits necessary for the work. The Owner will procure State or local permits for compliance with laws regarding accessibility of physically handicapped persons.
- 7.3 **PATENTED DEVICES, MATERIALS AND PROCESSES:** If the Contractor is required or desires to use any design, device, material or process covered by letters patented or copyrighted he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor shall indemnify and save harmless the Owner and Engineer from any and all claims for infringement by reason of the use of any such patented design, device, material or process of any trademark or copyright in connection with the work agreed to be performed under this contract.
- 7.4 **SANITARY PROVISIONS:** The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the Engineer shall be put into immediate force and effect by the Contractor.

The Contractor shall require workers to eat and drink (other than water) off site or at an on-site location away from the Work and shall provide waste receptacles for meal boxes, packages, wrappers, cups, bottles, and other litter. Litter shall not be buried in excavations or discarded into pipes, chases, voids, or trenches.

The necessary sanitary toilet conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as will be approved by the Engineer, and their use shall be strictly enforced by the Contractor.

Provide trash containers for collecting and disposing of construction debris. Comply with all sanitary laws and regulations of the state and the local government with respect to disposal.

- 7.5 **PUBLIC CONVENIENCE AND SAFETY:** Materials stored about the work shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the public than is considered necessary by the Engineer. The Contractor shall make provisions by bridges or other means at all cross streets, highways, sidewalks and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impracticable or unnecessary in the opinion of the Engineer, the Contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic.

Where it is necessary to protect the public from falling or wind-blown construction debris, provide covered walk ways adjacent to the work where the hazard exists.

The Owner reserves the right to remedy any neglect on the part of the contractor as regards the public convenience and safety which may come to its attention, after twenty-four hours' notice in writing to the Contractor, save in cases of emergency, when the Owner shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the Owner shall be deducted from moneys due or to become due the Contractor.

The Contractor shall notify the Fire Department when any street is closed or obstructed and, when directed by the Engineer, shall keep any street or streets in condition for unobstructed use by fire apparatus. Where the Contractor is required to construct temporary bridges or make other arrangements for crossings over ditches or streams his responsibility for accidents shall include the roadway approaches as well as the structures for such crossings.

- 7.6 **PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS, AND RIGHT-OF-WAYS:** For the performance of the Contract, the Contractor will be permitted to occupy such portion of Owner's land, and any streets or alleys, or other public places or other rights-of-way as provided for in the ordinances of the City or other governing body, as shown on the plans, or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces designated to be left unobstructed, nor inconvenience pedestrians, drivers, or occupants of adjoining property.

Any additional property desired by the Contractor for his use shall be secured by him at his own expense.

- 7.7 **RAILWAY CROSSINGS:** Where the work encroaches upon any right-of-way of any railway, the Owner will secure the necessary easement for the work. Where railway tracks are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company as to methods of doing work, or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the Contractor. The railway company shall be notified by the Contractor not less than five (5) days previous to time of his intentions to begin the work. The Contractor will not be paid direct compensation for such railway crossing, but shall receive only the compensation as set out in the proposal.

The Contractor shall secure all permits and bear all expenses incident thereto including, but not limited to insurance policy endorsements or required coverage exceeding the minimum limitations of this agreement.

- 7.8 **BARRICADES, FENCES, LIGHTS AND WATCHMEN:** The Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall take such other protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. In public rights of way, from sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient number to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, fences, signs, lights, and watchmen to protect it and whenever evidence is found of such damage, the Engineer may order the damaged portions immediately removed and replaced by the contractor at his own expense. The Contractor's responsibility for the maintenance of barricades, fences, signs, and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

For projects on private lands, the Contractor shall, at his own expense, erect fences and provide lockable storage or other secure measures to protect the work, materials, and equipment. The Owner may elect to employ other security measures but this in no way relieves the Contractor of his responsibility to protect the job site.

- 7.9 **JOBSITE SAFETY:** It is and shall remain the sole responsibility for the duration of the Agreement for the Contractor to observe all regulations and take reasonable care to protect workmen and visitors against injury while on the worksite. This reasonable care shall include worker training, protective gear and wearing apparel, proper fall protection, barriers, trench protection and all other OSHA mandated safety requirements.

The Contractor may implement reasonable registration, wearing apparel, and safety training for visitors.

The Engineer or the Inspector may, but is not obligated to, point out to the Contractor any safety concerns he may observe.

- 7.10 **PROTECTION AND RESTORATION OF PROPERTY:** The Contractor shall not enter upon public or private property for any purpose without having previously obtained permission from the owner of the property. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc. to all water, sewer, and gas lines, to all conduits, to all overhead pole lines, or appurtenances thereof; and to all other public or private property along or adjacent to the work.

The Contractor shall notify the proper 'One Call' agency or representatives of any public utility, corporation, any company or individual in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work and he shall not proceed with excavation until the locations of such utilities have been marked.

The Contractor shall be responsible for all damage or injury to property of any character resulting from any act of omission, neglect, or misconduct in the manner or method of executing the work.

- 7.11 **RESPONSIBILITY FOR DAMAGE CLAIMS:** The Contractor and his sureties shall indemnify, defend, and hold harmless the Owner and his officers, agents, and employees from all suits, actions, or claims of any character, brought on account of any injuries or damages sustained by any person(s) or property from the said Contractor or his employees or subcontractors, by any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the work, or by any act or omission, neglect or misconduct of said Contractor, his employees, or subcontractors.

- 7.12 **CONTRACTOR'S CLAIM FOR DAMAGES:** Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the Owner, he shall within fourteen (14) calendar days after sustaining such alleged damage make a written notification statement to the Engineer, setting out in detail the nature of the alleged damage. The Contractor shall then file with the Engineer no later than thirty (30) days after the alleged damage, an itemized statement of the details and amount of such alleged damage and shall give the Engineer access to all accounts, receipts, vouchers, bills of lading, and other books or papers

containing any evidence as to the amount of such alleged damage. Unless such statements shall be filed as herein above required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of such damage.

- 7.13 **NO CLAIM FOR DELAY:** Should any act or omission on the part of the Owner or the Engineer wholly cause a delay in the prosecution of the work (other than the Owner's suspension of the project) the parties mutually agree the Contractor shall notify the Engineer within fourteen (14) calendar days of the occurrence of events causing the delay citing the cause and exact extent of the delay. The Engineer shall review such claim and make recommendation to the Owner as to the disposition of the claim. If justified in the opinion of the Engineer, the Contractor, with concurrence of the Owner, through a Supplemental Agreement shall be entitled to an extension of the contract time in the amount of the agreed-upon delay. This extension of contract time is made in lieu of any monetary or other damages for delay and the Contractor hereby waives claim for damages.

Failure of the Contractor to notify the Engineer within the time specified shall serve as a waiver by the Contractor of any extensions in contract time for that delay.

- 7.14 **USE OF A SECTION OR PORTION OF THE WORK:** Wherever in the opinion of the Engineer any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer, and such usages shall not operate in any way to imply an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or the contract pending final completion and acceptance of the work; all necessary repairs and removals of any section of the work so put to use, due to defective materials or workmanship or to operations of the Contractor shall be performed by the Contractor at his own expense.

- 7.15 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK:** Until written acceptance by the Engineer, as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by action of the elements or from any other cause whatsoever, whether arising from the execution or non-execution of the work. In the event of damage to the work from any cause during the construction period up until the time of Final Completion, the Contractor shall make repairs, replace any damaged part, or otherwise restore the work to its completed status under the terms of the agreement at his sole expense.

- 7.16 **NO WAIVER OF LEGAL RIGHT:** Inspection of any materials, any order, measurement, quantity or certificate by the Engineer, any order by the Owner for payment of money, any payment for or acceptance of any work, or any extension of time, or any possession taken by the Owner shall not operate as a waiver of any provisions of the Contract or any power therein reserved to the Owner of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other subsequent breach. The Owner reserves the right to correct any error that may be discovered in any Contractor's pay application that may have been previously paid and to adjust the same to meet the requirements of the contract and specifications. The Owner reserves the right to claim and recover by process of law all sums as may be sufficient to correct any error or make good any deficiency in the work whether resulting from honest error or from dishonesty or collusion discovered in the work after the final payment has been made.

- 7.17 **CONTRACTOR'S INSURANCE:** The Contractor before starting work must furnish to the Owner and Engineer certificates of insurance or other acceptable evidences from reputable insurance companies licensed to write insurance in the state in which the project resides, showing that the contractor is covered by the insurance as follows:

In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

1. Commercial General Liability Insurance: Limits for bodily injury of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and for property damage of not less than \$1,000,000. The policy shall be on the commercial general liability form, and shall include endorsement naming the Owner and the Engineer as additional insured and including contractor liability coverage.
2. Business Automobile Liability Insurance: Limits for bodily injury liability of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and for property damage of not less than \$1,000,000, on all self-propelled vehicles not covered by the General Liability Insurance used in connection with the contract, whether owned, non-owned or hired.
3. All Risk Builder's Risk Insurance or Installation Floater: Required for all projects including a building structure, this policy insures all materials, supplies, machinery, equipment, fixtures, and temporary structures, including foundation, the property of the contractor, or for which the contractor may be liable, to be used in or incidental to the construction, fabrication, installation, erection, repair, alteration, or completion of Owner's facilities being constructed under this contract including the interest of any subcontractor. This policy shall also cover property in transit to job site, while in temporary storage on and off-site and while at Owner's premises until the entire project is completely erected and accepted by the Owner.
4. Owner's and Contractor's Protective Liability: Limits not less than those for Commercial General Liability.

5. Excess Umbrella Liability. Limits not less than \$1,000,000.
6. Statutory Workman's Compensation and Employer's Liability Insurance.
 - A. Persons Covered:
 - 1) Persons providing services on the project (subcontractor) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.
 - 2) Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.
 - 3) Services does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements for all employees of the contractor providing services on the project, for the duration of the project.
 - C. The Contractor must provide a certificate of coverage to the Owner prior to being authorized to proceed with the work.
 - D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that the coverage has been extended.
 - E. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - 1) A certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
 - G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by law, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements for all of its employees providing services on the project, for the duration of the project;
 - 2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of new coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the state's agency for self-insurance regulation.
 - K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner. The Owner shall be notified by the Contractor and insurance company at least 30 days prior to any changes in coverage including limits, locations, hazards or any other alteration materially affecting this contract. Should coverage be canceled or reduced below the required limits the Contractor shall immediately stop work until coverage can be reinstated and new certificates of coverage provided.
- 7.18 **PREVAILING WAGES FOR PUBLIC WORKS PROJECTS:** Depending on the jurisdiction in which work is performed the Contractor may be required to pay prevailing minimum wages for public works contracts. It is incumbent on the Contractor to know the wage regulations in each jurisdiction in which it works and failure to publish wage determinations in this agreement notwithstanding, the Contractor is so obligated. Such regulations do not apply to privately funded projects or some small public funded projects.
- 7.19 **OWNER INDEMNIFIED:** The Contractor shall indemnify, defend and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of the performance of the Contract, provided that any such claim, damage, loss or expense is alleged to be caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, materialman, service provider, or vendor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnity provision also applies to any such claim against the Owner by any subcontractor at any tier or any supplier.

ITEM 8 - PROSECUTION AND PROGRESS

- 8.1 **SCHEDULE:** The contractor will provide the Engineer no later than the first application for partial payment with a schedule of work for the various trades and continually update the schedule as needed. Acceptance by the Engineer of a schedule showing accelerated completion in advance of that time shown and required in the contracts shall not obligate the Owner or Engineer in any way to pay costs for such self-imposed acceleration.
- 8.2 **SUB-LETTING THE WORK:** If the Contractor sublets any part of the work to be done under this contract, he will not under any circumstances be relieved of his responsibilities and obligations. All transactions of the Engineer will be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency. The Contractor shall at all times when the work is in progress be represented by a qualified designated representative.
- 8.3 **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same, or any part thereof, without the previous consent of the Owner and concurred in by the sureties. If the Contractor does, without such previous consent, assign, transfer, convey, or otherwise dispose of the contract or his right, title or interest therein, or any part thereof to any person or persons, partnership, company, firm or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract or make default in or abandon said contract, then the contract may at the option of the Owner be revoked and annulled, unless the sureties shall successfully complete said contract, and any moneys due or to become due under said contract shall be retained by the Owner as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.
- 8.4 **PROSECUTION OF THE WORK:** The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the contract time specified. He shall notify the Engineer at least twenty-four hours before beginning work at any point. He shall not open up work to the detriment of work already begun. The beginning, sequence, means and methods of prosecuting the work shall be determined by the Contractor barring any special provisions imposed on the Contractor by the Agreement.
- 8.5 **LIMITATION OF OPERATIONS:** The work shall be so conducted as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the Owner's property, adjacent streets or public

way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work in progress before operations are started on any additional section.

- 8.6 **CHARACTER OF WORKMEN AND EQUIPMENT:** The contractor shall employ such superintendents, foremen and workmen as are careful and competent. The Engineer may demand the dismissal of any person or persons employed by the Contractor who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed thereon again without the written consent of the Engineer. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner, and at a satisfactory rate or progress.
- 8.7 **COMPUTATION OF CONTRACT TIME FOR COMPLETION:** The Contractor shall complete the work within the number of calendar days stated in the contract. For the purpose of computation; contract time days will be considered as starting the date shown in the written authorization by the Engineer to begin work. The Contractor will furnish the Engineer a monthly statement on forms approved by the Engineer, showing number of calendar or work days used during the month, total number of days allowed in contract, and the days remaining under the contract.

If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts or quantities than those set forth in the Contract, then additional working days or suspension of time will be considered by the Engineer to be credited to the Contractor in an amount equal to the time which, in the opinion of the Engineer, the work as a whole is delayed. Requests for such extensions must be made within thirty (30) days of the start of the event causing the delay.

Completion is a two phase process: substantial completion and final completion. Refer to Item 1 – Definition of Terms.

- 8.8 **FAILURE TO COMPLETE ON TIME:** The time of completion is the essence of the Contract. For each calendar day exceeding the time specified in the Construction Contract as amended by change order, that any work shall remain not substantially complete (as defined in Item 1-Definition of Terms), the sum per day given in the following schedule of liquidated damages shall be deducted from funds ordinarily owed the Contractor:

Amount of Contract		Amount of Liquidated Damages Per Day	
Less than	\$ 15,000	\$	50
\$ 15,001 to	\$ 25,000	\$	100
\$ 25,001 to	\$ 50,000	\$	200
\$ 50,001 to	\$ 100,000	\$	300
\$ 100,001 to	\$ 500,000	\$	500
\$ 500,001 to	\$ 1,000,000	\$	750
\$ 1,000,001 to	\$ 5,000,000	\$	1,000
\$ 5,000,001 to	\$ 10,000,000	\$	2,000

Following issuance of notice of substantial completion, liquidated damages, if any, shall provisionally cease to be computed. The Contractor shall have thirty (30) calendar days to complete all deficient or incomplete work to render the project finally complete.

Failure to achieve final completion within thirty days after date of substantial completion, unless mutually agreed upon by the Contractor and Owner, shall result in reinstatement of the liquidated damages schedule above starting again from the end of the thirty day period between substantial and final completion.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

- 8.9 **SUSPENSION BY COURT ORDER:** The Contractor shall suspend such part of the work ordered by a court of appropriate jurisdiction and Contractor will not be entitled to additional compensation by virtue of such court order. Neither will Contractor be liable to pay any liquidated damages to the Owner for the duration of time the work is suspended by such Court Order. If the court order is lifted, the Contractor shall resume work within ten (10) days of notice of the lifting of the order. If the court order is not lifted and the period of suspension exceeds sixty (60) days, then the provisions of Paragraph 8.11 below shall be enforced.
- 8.10 **TEMPORARY SUSPENSION:** The Owner through his Engineer shall have the authority to suspend work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions or other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, he shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer, and shall proceed with the work promptly when notified by the Engineer to resume operations.

The time for computing liquidated damages will be suspended during any such period of suspension.

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause, except by written order by the Owner to suspend work. If work is suspended in writing by the Owner, then such reasonable expense caused by the suspension shall be presented by the Contractor to the Engineer, and if determined by the Engineer to be justified, the Contractor shall be compensated by the Owner. Claims for the reasonable expenses of such suspension must be in writing and made within fourteen (14) days of initial occurrence of said claim or claim will be deemed to be waived.

8.11 PERMANENT SUSPENSION OF WORK AND ANNULMENT OF CONTRACT: The Contract may be suspended or annulled by the Owner for good cause or causes, among others of which special reference is made to the following:

1. Failure of the Contractor to begin work within the time specified.
2. Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.
3. Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
4. Substantial evidence that the Contractor has abandoned the work.
5. Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work, or that the Contractor is not paying his bills for labor and materials on this project with reasonable promptness evidenced by the filing of claims or liens.
6. Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the Engineer as provided for in these specifications.
7. Failure of the Contractor promptly to make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed by the Engineer.
8. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Owner in the construction of work under contract.
9. Permanent injunction of a judicial court halting the work; a court order halting the work for more than sixty (60) days with no reasonable expectation of resolution in the foreseeable future;

When the possibility of suspension or annulment of the Agreement becomes apparent, the Owner, Engineer and Contractor shall first meet in person to discuss the matters leading up to the suspension or annulment and to determine if there is common ground for continuing the agreement. If, after this meeting, the Owner determines there is not sufficient reason for continuing the Agreement, the work or any portion of the work under contract shall be suspended immediately on written order of the Engineer. A copy of such notice shall be served on the Contractor and Contractor's sureties.

When the work is suspended for any cause above save for the action of a judicial court, the Contractor shall discontinue the work or such part thereof as the Engineer shall designate, whereupon the sureties may at their option assume the contract or that portion thereof which the Engineer has ordered the Contractor to discontinue, and may perform the same or may, with the written consent of the Owner, sublet the work or that portion of the work so taken over. However, the sureties shall exercise their option within thirty (30) days after the written notice to discontinue the work has been served upon the Contractor and upon the sureties or their agents.

The sureties in such event shall assume the Contractor's place in all respects, and shall be paid by the Owner for all work performed by them in accordance with the terms of the Contract. All moneys remaining due the Contractor at the time of his default shall thereupon become due and payable to the sureties as the work progresses, subject to all the terms of the Contract.

In case the sureties do not within the thirty days specified above, exercise their option to assume the contract or that portion thereof which the Owner has ordered the Contractor to discontinue, then the Owner shall have the authority to complete the work herein described or such part thereof as it may deem necessary, and the Contractor hereto agrees that the Owner shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of this work and to procure other tools, equipment, and materials for the completion of the same, and to charge to the account of the Contractor the expense of said contract for labor, materials, tools, equipment and expense incident thereto.

The expense so charged shall be deducted by the Owner out of such moneys as may be due or may at any time thereafter become due the Contractor under the contract or any part thereof. The Owner shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In the event such expense is less than the sum which would have been payable under the contract if the same had been completed by the Contractor, then in such case the Owner may pay to

the Contractor and his surety the difference in the cost, provided that the Contractor shall not be entitled to any claim for damages or for loss of anticipated profits. In the event such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, then the Contractor and his sureties shall pay the amount of such excess to the Owner on notice of the excess due.

When any particular part of the work is being carried on by the Owner under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract, and in such manner as will in no wise hinder or interfere with the performance or workmen employed as above provided by the Owner.

When the work suspended is not secured by a performance bond OR if the work is permanently enjoined by action of a court of proper jurisdiction or suspended for an extended period of time, the Owner may declare the Contract annulled and Contractor shall then make estimates of the work completed up until the time of annulment including reasonable costs for de-mobilization, ongoing overhead during the suspension, and crediting previous payments by the Owner to the Contractor. The Contractor shall then present the computed sum as a settlement offer to the Owner in consideration of annulling the Contract. If the parties cannot agree as to the amount of the settlement for annulment of the Contract, the parties shall enter into voluntary mediation as a condition precedent to filing suit in a court of law.

- 8.12 **TERMINATION OF CONTRACT:** The Contract will be considered fulfilled save as provided in any maintenance or warranty stipulations, bond, or by law, when all work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the Owner.

ITEM 9 - MEASUREMENT, PAYMENT AND GENERAL GUARANTY

- 9.1 **MEASUREMENT OF QUANTITIES:** The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the Engineer in writing, will be made by the Engineer based on measurements made by the Engineer. These measurements will be taken according to the U.S. Standard measurements used in common practice and will be the actual length, area, solid contents, numbers and weights.
- 9.2 **SCOPE OF PAYMENT:** The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all labor, tools, materials, equipment and incidentals, for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work, or from the action of the elements; for any unforeseen obstruction which may arise or be encountered during the prosecution of the work and before its final acceptance by the Engineer; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights, and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptability of the work, nor in any way prejudice or affect the obligation of the Contractor or his surety to repair, correct, renew, or replace, at his own expense, any defects or imperfections in the construction or in the strength of quality of the materials used in or about the construction of the work under contract and its appurtenances nor any damage due or attributed to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damage, and the Contractor shall be liable to the Owner for failure to correct the same, as provided herein.

The Engineer will review partial and final payment estimates and approve them based on his knowledge, information, and belief that the data presented by the Contractor as amended is a fair representation of the work performed to date and the amounts owing to the Contractor. The Engineer is not required, under his agreement with the Owner, to make detailed measurements of quantities or to independently ascertain value of work listed in the Contractor's schedule of values. He shall not be responsible to the surety for any overpayment made to the Contractor in advance of a Contractor's suspension which would create a liability for the surety to complete the work with remaining available funds.

- 9.3 **PAYMENT FOR EXTRA WORK:** The extra work done by the Contractor and authorized and approved by the Engineer under any Supplemental Agreement or change order will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents and time keepers services, all insurance, bonds and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one of the following methods, method to be selected by the Engineer based on the work being performed:
1. By unit prices agreed on in writing by the Engineer and approved by the Owner before said work is commenced, subject to all other conditions of the said contract.

2. By a lump sum price agreed on in writing by the Engineer and the Contractor and approved by the Owner before said extra work is commenced, subject to all other conditions of the Contract.
3. By cost plus a fixed fee, on a time and materials basis at true cost plus a fixed fee for overhead and profit.

- 9.4 **PARTIAL ESTIMATES:** Before submitting the Contractor's first request for partial payment, the Contractor shall submit to the Engineer a schedule of values for each major component of the work for which lump sum or unit prices have been assigned. The Engineer shall approve a schedule of values before the Contractor submits his first partial payment request and this schedule of values shall be the basis for all subsequent partial payment requests unless amended by change order.

Between the 25th and the last day of each month, the Contractor will make an approximate estimate of the value of the work done during the month under these specifications, and submit it to the Engineer for approval. The application for payment shall list:

1. Amount of the contract
2. Subsequent change orders
3. The newly amended contract amount including change orders.
4. Work performed and materials stored to date against the contract.
5. Previous total of all applications for payment.
6. The cumulative retainage to be withheld from this and all previous estimates.
7. The net payment due. (Item 4 minus items 5 and 6)

The application shall be accompanied by a detail page showing the schedule of values, the work performed this month against each line item in the schedule, the work completed to date on each line item and the work remaining to be completed on each line item.

The partial estimate may include nonperishable materials and equipment delivered during that pay application period to the work for which net invoice value will be allowed prior to application of any retainage. Normally, the payment for materials on hand shall only apply to materials at the jobsite unless Owner agrees to include selected materials and equipment stored off-site for the benefit of the Owner and protection of the materials or equipment.

Unless provided otherwise under Special Provisions, payments shall not be made to the Contractor for initial payments, deposits, security, or other advances made to any vendor for the purchase of materials or equipment until such materials or equipment are delivered to the project subject to the preceding paragraph.

The percentage retained by the Owner will be ten (10) percent on all partial estimates for public works contracts less than \$400,000 and for privately funded work. For public works contracts totaling \$400,000 or more in construction cost the Owner will reduce retainage to five (5) percent of each partial estimate.

It is understood and mutually agreed that the partial estimates from month to month will be approximate only and all partial monthly estimates and payments will be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the Owner of the amount of work done or of its quality or sufficiency, nor an acceptance of the work or materials delivered or the release of the Contractor of any of his responsibility under the contract.

- 9.5 **PAYMENTS WITHHELD:** The Owner may withhold or nullify the whole or part of any certificate for partial or final payment to such extent as may be necessary to protect him from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. Damage to Owner's property or to another contractor.
5. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
6. Reasonable indication that the work will not be completed within the contract time.
7. Liquidated damages for failure to complete work in accordance with the Time for Construction.

When the above grounds are removed or the contractor provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made to the contractor for amounts withheld because of said grounds. In the event of ongoing, irreconcilable claims on funds by the Contractor and subcontractors or materialmen, the Owner shall deposit the funds in an interest bearing escrow account until disposition of the funds can be determined by the parties or a court having jurisdiction in the matter.

- 9.6 **PRE-FINAL AND FINAL ACCEPTANCE:** Whenever the improvements provided for by the contract have been completed by the Contractor, the Contractor shall notify the Engineer that the improvements are ready for pre-final inspection. The Engineer, Owner and Contractor shall inspect the work together and compile a list of

any deficiencies needing correction by the Contractor before the work can be deemed complete. Each additional pre-final inspection may give rise to more deficiencies to be added to the list.

Once the work is sufficiently completed to meet the definition of Substantially Complete, the Engineer will so state in writing and contract time, and therefore liquidated damages, calculations will cease as of that date, subject to the terms of Paragraph 8.8 Liquidated Damages above. Once the listed deficiencies have been corrected to the satisfaction of the Engineer, the Engineer will issue a Letter of Completion which shall serve to release all retainage and amounts owing to the Contractor by the Owner.

9.7 FINAL PAYMENT: Whenever the improvements provided for in the contract have been completely performed by the Contractor and prior to the issuance of the Letter of Completion by the Engineer, a final estimate showing the value of the work will be prepared by the Contractor as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums previously paid under the provisions of the contract, will be paid the Contractor within thirty days after final acceptance provided:

1. The Contractor has furnished to the Owner satisfactory evidence in the form of a sworn Affidavit of Bills Paid that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work have been paid, or that the person or persons to whom the same may respectively be due have consented to such final payment.
2. For public works projects, approval by the local governing body of the project by resolution has been made showing agreement by the Owner and Contractor that all items have been complete or that cost of items not completed have been negotiated resulting in a reduction in the contract amount and subsequent retainage satisfactory to the Owner.

The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall release the Owner from all claims or liabilities under the contract for anything done or furnished or relating to the work under the contract or connected with the contract.

9.8 GENERAL GUARANTY: Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall bear all expenses incident to and remedy any defects in the work or the equipment, including defects or negligence in labor or materials, and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

Express warranties by manufacturers of equipment and materials notwithstanding, the Contractor's general guaranty shall run one year from date of the Notice of Final Completion (unless a longer term is specified) and not from any date of manufacture, shipment, delivery or installation of said equipment or materials.

END OF GENERAL PROVISIONS AND REQUIREMENTS

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

1. STANDARD SPECIFICATIONS:

The standard specifications for The City are the Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets, and Bridges, are hereby made a part of this Contract by reference only, unless otherwise specified, and will be in such force and effect as if contained at length herein.



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: A resolution approving a negotiated settlement between the Atmos Cities Steering Committee
Date Submitted:

SUMMARY:

Model Staff Report

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC’s consultants’ recommendation of \$80.8 million. The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

RECOMMENDED ACTION:

Staff recommends approval of the resolution approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corp.

CITY MANAGER APPROVAL:

Attachments

Model Staff Report

Resolution

Settlement Attachments

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					<u>\$ 399,466,948</u>	<u>\$ 469,874,708</u>	<u>\$ 70,407,760</u>
6								
7	Commercial							
8	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					<u>\$ 97,944,242</u>	<u>\$ 115,207,584</u>	<u>\$ 17,263,342</u>
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$ 0.3572	\$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$ 0.2616	\$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$ 0.0561	\$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					<u>\$ 12,815,362</u>	<u>\$ 15,151,868</u>	<u>\$ 2,336,505</u>
20								
21	Total Excluding Other Revenue					<u>\$ 510,226,552</u>	<u>\$ 600,234,159</u>	<u>\$ 90,007,608</u>
22								
23								
24	Revenue Related Tax Factor	7.1606%						

**Attachment 2
to 2020 RRM Staff Report**

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.						Current	Proposed	Change
1	Rate R @ 44.5 Ccf							
2	Customer charge					\$ 19.55		
3	Consumption charge	44.5	CCF	X \$ 0.17423	=	7.75		
4	Rider GCR Part A	44.5	CCF	X \$ 0.17750	=	7.90		
5	Rider GCR Part B	44.5	CCF	X \$ 0.29953	=	13.33		
6	Subtotal					\$ 48.53		
7	Rider FF & Rider TAX			X 0.07161	=	3.48		
8	Total					\$ 52.01		
9								
10	Customer charge						\$ 20.25	
11	Consumption charge	44.5	CCF	X \$ 0.26651	=		11.86	
12	Rider GCR Part A	44.5	CCF	X \$ 0.17750	=		7.90	
13	Rider GCR Part B	44.5	CCF	X \$ 0.29953	=		13.33	
14	Subtotal						\$ 53.34	
15	Rider FF & Rider TAX			X 0.07161	=		3.82	
16	Total						\$ 57.16	\$ 5.15
17								9.90%
18								
19	Rate C @ 357.4 Ccf							
20	Customer charge					\$ 46.50		
21	Consumption charge	357.4	CCF	X \$ 0.09924	=	35.47		
22	Rider GCR Part A	357.4	CCF	X \$ 0.17750	=	63.44		
23	Rider GCR Part B	357.4	CCF	X \$ 0.20954	=	74.89		
24	Subtotal					\$ 220.30		
25	Rider FF & Rider TAX			X 0.07161	=	15.77		
26	Total					\$ 236.07		
27								
28	Customer charge						\$ 54.50	
29	Consumption charge	357.4	CCF	X \$ 0.11728	=		41.91	
30	Rider GCR Part A	357.4	CCF	X \$ 0.17750	=		63.44	
31	Rider GCR Part B	357.4	CCF	X \$ 0.20954	=		74.89	
32	Subtotal						\$ 234.74	
33	Rider FF & Rider TAX			X 0.07161	=		16.81	
34	Total						\$ 251.55	\$ 15.48
35								6.56%

36	Rate I @ 4143 MMBTU					Current	Proposed	Change
37	Customer charge					\$ 845.50		
38	Consumption charge	1,500	MMBTU	X \$ 0.3572 =	535.80			
39	Consumption charge	2,643	MMBTU	X \$ 0.2616 =	691.54			
40	Consumption charge	0	MMBTU	X \$ 0.0561 =	-			
41	Rider GCR Part A	4,143	MMBTU	X \$ 1.7334 =	7,182.31			
42	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531 =	1,877.54			
43	Subtotal				\$ 11,132.69			
44	Rider FF & Rider TAX		\$ 11,132.69	X 0.07161 =	797.17			
45	Total				<u>\$ 11,929.86</u>			
46								
47	Customer charge					\$ 1,014.50		
48	Consumption charge	1,500	MMBTU	X \$ 0.4157 =	623.55			
49	Consumption charge	2,643	MMBTU	X \$ 0.3044 =	804.68			
50	Consumption charge	0	MMBTU	X \$ 0.0653 =	-			
51	Rider GCR Part A	4,143	MMBTU	X \$ 1.7334 =	7,182.31			
52	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531 =	1,877.54			
53	Subtotal				\$ 11,502.58			
54	Rider FF & Rider TAX		\$ 11,502.58	X 0.07161 =	823.65			
55	Total				<u>\$ 12,326.23</u>	\$ 396.37		
56								3.32%
57	Rate T @ 4143 MMBTU					Current	Proposed	Change
58	Customer charge				\$ 845.50			
59	Consumption charge	1,500	MMBTU	X \$ 0.3572 =	535.80			
60	Consumption charge	2,643	MMBTU	X \$ 0.2616 =	691.54			
61	Consumption charge	0	MMBTU	X \$ 0.0561 =	-			
62	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531 =	1,877.54			
63	Subtotal				\$ 3,950.38			
64	Rider FF & Rider TAX		\$ 3,950.38	X 0.07161 =	282.87			
65	Total				<u>\$ 4,233.25</u>			
66								
67	Customer charge					\$ 1,014.50		
68	Consumption charge	1,500	MMBTU	X \$ 0.4157 =	623.55			
69	Consumption charge	2,643	MMBTU	X \$ 0.3044 =	804.68			
70	Consumption charge	0	MMBTU	X \$ 0.0653 =	-			
71	Rider GCR Part B	4,143	MMBTU	X \$ 0.4531 =	1,877.54			
72	Subtotal				\$ 4,320.27			
73	Rider FF & Rider TAX		\$ 4,320.27	X 0.07161 =	309.36			
74	Total				<u>\$ 4,629.63</u>	\$ 396.38		
75								9.36%

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Palestine, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. _____

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

RESOLUTION NO. _____

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS:

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. _____

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. _____

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
PALESTINE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 28TH DAY OF
SEPTEMBER, 2020.

Steve Presley, Mayor

ATTEST:

Teresa Herrera, City Secretary

APPROVED AS TO FORM:

Gary Landers, City Attorney

2557/32/8108360

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where
 i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	\$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%	
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056			\$ 2,968,466
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	

Notes:

1. The annual amortization of a 26 year recovery period is based on the Reverse South Georgia Method.
2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.



Agenda Date: September 28, 2020
To: City Council
From: Chris Mahoney, Accounts Payable Clerk
Agenda Item: Approval of invoices over 25K
Date Submitted: 09/22/2020

SUMMARY:

Current Purchasing policy requires City Council approval for expenditures over \$25,000. The following expenditures have been reviewed and approved by Department Head(s) and City Manager:

- [Enterprise FM Trust- \\$57,907.26](#)
- [Core & Main- \\$129,840.58](#)
- [Athens Contractors- \\$69,500.00](#)
- [KSA Engineers, Inc.- \\$34,040.21](#)
- [KSA Engineers, Inc.- \\$78,509.82](#)

RECOMMENDED ACTION:

Review and approve invoices as presented.

CITY MANAGER APPROVAL:

Attachments

Invoices over 25K

City of Palestine - 504 North Queen Street - Palestine TX 75801

196025

01-01604 ** KSA ENGINEERS, INC. **

09/18/2020

DATE I.D.

PO #

DESCRIPTION

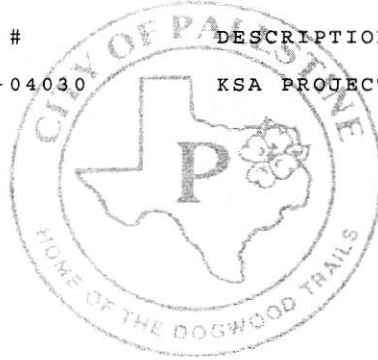
AMOUNT

09/09/2020 79689

20-04030

KSA PROJECT PA.049

34,040.21



CHECK TOTAL

34,040.21

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



City of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

196025

DATE

09/18/2020

AMOUNT

\$***34,040.21

VOID AFTER 90 DAYS

PAY ---- THIRTY FOUR THOUSAND FORTY & 21/100 DOLLARS ----

TO THE
ORDER
OF

** KSA ENGINEERS, INC. **
dba WISENBAKER, FIX AND ASSOCIATES
211 E SHEPHERD STREET
LUFKIN, TX 75901

RUB RED IMAGE
FADES WITH HEAT

[Signature]
[Signature]

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

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196025

01-01604 ** KSA ENGINEERS, INC. **

09/18/2020

DATE I.D.

PO #

DESCRIPTION

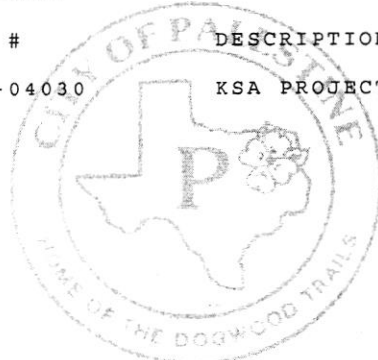
AMOUNT

09/09/2020 79689

20-04030

KSA PROJECT PA.049

34,040.21



** KSA ENGINEERS, INC. **
dba WISENBAKER, FIX AND ASSOCI
211 E SHEPHERD STREET
LUFKIN, TX 75901

CHECK TOTAL

34,040.21



Tax Registration Number: 75-1600863

KSA

September 9, 2020

Invoice No: 79689

Invoice

Ms. Teresa Herrera, TRMC
Interim City Manager
City of Palestine
Attn: Public Works
1620 Palestine Avenue
Palestine, TX 75801

Project Manager: Jeremy Orr
KSA Project: PA.049 Lift Station and Sewer Force Mains Upgrade
Professional Services for the Period: August 2, 2020 to August 29, 2020

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Study & Report	20,000.00	100.00	20,000.00	20,000.00	0.00
Preliminary Design	97,800.00	100.00	97,800.00	73,350.00	24,450.00
Final Design	65,200.00	0.00	0.00	0.00	0.00
Bidding	5,000.00	0.00	0.00	0.00	0.00
Construction Administration	40,000.00	0.00	0.00	0.00	0.00
Closeout	5,000.00	0.00	0.00	0.00	0.00
Design Survey	15,000.00	100.00	15,000.00	15,000.00	0.00
Part-Time Project Representative	93,500.00	0.00	0.00	0.00	0.00
Electrical Power System Studies	11,250.00	0.00	0.00	0.00	0.00
Geotechnical Investigation	14,375.00	66.24	9,522.00	0.00	9,522.00
Construction Materials Testing	28,750.00	0.00	0.00	0.00	0.00
Project Meetings	10,000.00	34.425	3,442.50	3,442.50	0.00
Reimbursables	5,000.00	4.6866	234.33	166.12	68.21
Total Fee	410,875.00		145,998.83	111,958.62	34,040.21
Total Fee					34,040.21
Total Project Invoice Amount					\$34,040.21

PAYMENT AUTHORIZATION

PO # _____ Partial ☒ Complete ☐

Acct #: 690-5110-7440. \$ 34,040.21

Acct #: 012 \$ _____

Acct #: _____ \$ _____

Describe: Lift Station & Sewer Force Mains Upgrade

DPT DIR: JS ☒ 9/14/2020

FINC DIR: _____ ☐ _____

CTY MNR: _____ ☐ _____

01-01604	** KSA ENGINEERS, INC. **			09/11/2020
DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/11/2020	79412	20-04030	KSA PROJECT PA.049	73,406.84
09/11/2020	79413	20-04029	KSA PROJECT PA.050	5,102.98



CHECK TOTAL 78,509.82

PLEASE DETACH STUB BEFORE DEPOSITING

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City Of Palestine
 504 North Queen Street
 Palestine, Texas 75801
 General Operating Account

Prosperity Bank
 1015 North Church Street
 Palestine, Texas 75801
 113122655

195955

DATE 09/11/2020 AMOUNT \$***78,509.82
 VOID AFTER 90 DAYS

PAY ---- SEVENTY EIGHT THOUSAND FIVE HUNDRED NINE & 82/100 DOLLARS ----

TO THE ORDER OF ** KSA ENGINEERS, INC. **
 dba WISENBAKER, FIX AND ASSOCIATES
 211 E SHEPHERD STREET
 LUFKIN, TX 75901

[Signature]

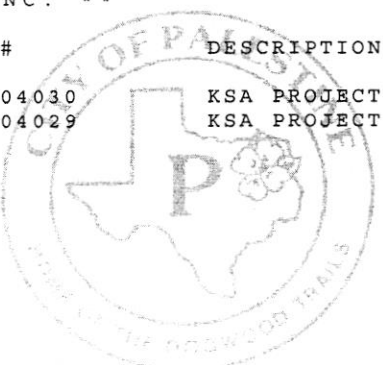
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THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

11*

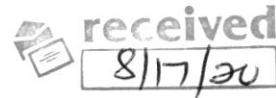
195955

01-01604	** KSA ENGINEERS, INC. **			09/11/2020
DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/11/2020	79412	20-04030	KSA PROJECT PA.049	73,406.84
09/11/2020	79413	20-04029	KSA PROJECT PA.050	5,102.98



** KSA ENGINEERS, INC. **
 dba WISENBAKER, FIX AND ASSOCI
 211 E SHEPHERD STREET
 LUFKIN, TX 75901

CHECK TOTAL 78,509.82



Tax Registration Number: 75-1600863



Leslie Cloer
City Manager
City of Palestine
Attn: Public Works
1620 Palestine Avenue
Palestine, TX 75801

August 10, 2020

Invoice No: 79412

Invoice

Project Manager Jeremy Orr

KSA Project PA.049

Lift Station and Sewer Force Mains Upgrade

Professional Services for the Period: June 28, 2020 to August 1, 2020

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Study & Report	20,000.00	100.00	20,000.00	20,000.00	0.00
Preliminary Design	97,800.00	75.00	73,350.00	0.00	73,350.00
Final Design	65,200.00	0.00	0.00	0.00	0.00
Bidding	5,000.00	0.00	0.00	0.00	0.00
Construction Administration	40,000.00	0.00	0.00	0.00	0.00
Closeout	5,000.00	0.00	0.00	0.00	0.00
Design Survey	15,000.00	100.00	15,000.00	15,000.00	0.00
Part-Time Project Representative	93,500.00	0.00	0.00	0.00	0.00
Electrical Power System Studies	11,250.00	0.00	0.00	0.00	0.00
Geotechnical Investigation	14,375.00	0.00	0.00	0.00	0.00
Construction Materials Testing	28,750.00	0.00	0.00	0.00	0.00
Project Meetings	10,000.00	34.425	3,442.50	3,442.50	0.00
Reimbursables	5,000.00	3.3224	166.12	109.28	56.84
Total Fee	410,875.00		111,958.62	38,551.78	73,406.84
Total Fee					73,406.84
Total Project Invoice Amount					\$73,406.84

PAYMENT AUTHORIZATION

PO # _____ Partial ☒ Complete ☐

Acct #: 690-5110-7440011 \$ 73,406.84

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: Lift Station # Super Force Mains Upgrade

DPT DIR: ZS ☒ 8/18/2020

FINC DIR: _____ ☐ _____

CTY MNR: Leslie C. Over ☒ 8/18/2020



Tax Registration Number: 75-1600863



City of Palestine
Attn: Public Works
1620 Palestine Avenue
Palestine, TX 75801

July 13, 2020

Invoice No: 79230

Invoice

Project Manager Jeremy Orr

KSA Project PA.049

Lift Station and Sewer Force Mains Upgrade

Professional Services for the Period: May 31, 2020 to June 27, 2020

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Study & Report	20,000.00	100.00	20,000.00	20,000.00	0.00
Preliminary Design	97,800.00	0.00	0.00	0.00	0.00
Final Design	65,200.00	0.00	0.00	0.00	0.00
Bidding	5,000.00	0.00	0.00	0.00	0.00
Construction Administration	40,000.00	0.00	0.00	0.00	0.00
Closeout	5,000.00	0.00	0.00	0.00	0.00
Design Survey	15,000.00	100.00	15,000.00	15,000.00	0.00
Part-Time Project Representative	93,500.00	0.00	0.00	0.00	0.00
Electrical Power System Studies	11,250.00	0.00	0.00	0.00	0.00
Geotechnical Investigation	14,375.00	0.00	0.00	0.00	0.00
Construction Materials Testing	28,750.00	0.00	0.00	0.00	0.00
Project Meetings	10,000.00	34.425	3,442.50	945.00	2,497.50
Reimbursables	5,000.00	2.1856	109.28	109.28	0.00
Total Fee	410,875.00		38,551.78	36,054.28	2,497.50
Total Fee					2,497.50
Total Project Invoice Amount					\$2,497.50

PAYMENT AUTHORIZATION

PO # 20-04030 Partial ☐ Complete ☒

Acct #: 690-5-110-7440 \$ 2497.50

Acct #: 011 \$

Acct #: \$

Describe: LIFT STATION SEWER FORCE MAINS

DPT DIR: KS ☒ 7/21/2020

FINC DIR: ☐

CTY MNR: ☐

UPGRADE



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04030


Date: 04/02/2020

Request #: 20-04088

Vendor #: 01-01604

ISSUED TO: KSA ENGINEERS, INC.
dba WISENBAKER, FIX AND ASSOCI
211 E SHEPHERD STREET
LUFKIN, TX 75901

SHIP TO: WWATER PLANT CITY OF PALESTINE
800 PRIVATE ROAD 6078
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	KSA PROJECT PA.049 KSA PROJECT PA.049: PROFESSIONAL SERVICES: LIFT STATION & SEWER FORCE MAINS UPGRADE RFP 2019-005	690-5-110-7440.011		0.00	410,875.00
						
TOTAL						410,875.00

Leslie Cloer
Andy [Signature]

Purchasing Agent

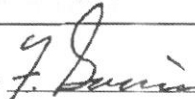
Irma W. Herrera

Finance Director

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-600632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 4/1/2020	Requested By: FELIPE GARCIA	Exempt From Bidding:	KSA ENGINEERING 140 E. Tyler St. Suite 600 Longview, TX 75601						
Ship To Public Works Department 1620 West Palestine Ave. Palestine, TX 75801		<input type="checkbox"/> Emergency <input type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input checked="" type="checkbox"/> Other (explain below) PROF. SERVICES-LIFT STATION AND SEWER FORCE MAINS UPGRADE							
Order to be Replaced By: Requestor <input checked="" type="checkbox"/> Purchasing Agent <input type="checkbox"/>									
Account Number 690-5110-7440.011									
Description			Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
KSA Project PA.049: PROFESSIONAL SERVICES: LIFT STATION AND SEWER FORCE MAINS UPGRADE RFP 2019-005			1	1	\$410,875.00				
Shipping Charges									
				Total	\$410,875.00	Total		Total	
Awardee: KSA Engineering			Dept. Head Signature: 		City Manager Signature: _____				

TASK ORDER FORM

This is Task Order No. PA.049,
consisting of 6 pages,
dated December 30, 2019.

KSA Project Number: PA.049

Owner Project (or Purchase Order) Number:

Project Name: Hospital Lift Station Improvements

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 16, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Owner: City of Palestine

B. Title: Hospital Lift Station Improvements

C. Description: Provide professional services for the development of plans and specifications for the construction of improvements at the Hospital Lift Station.

The project consist of demolition of the existing lift station and construction of a new wet well, two submersible pumps, crane, site piping, emergency standby diesel generator, automatic transfer switch, gravel access road, and 2-inch water line. The estimated pre-agreement opinion of project construction cost is \$1,534,000.

D. Number of Construction Contracts: 1

2. Services of Engineer

A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:

a. *Study and Report Phase:*

Engineer shall provide the services outlined in Paragraph A1.01 of the Agreement.

b. *Preliminary Design Phase:*

Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.

c. *Final Design Phase:*

Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.

d. *Bidding or Negotiating Phase:*

Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.

e. *Construction Phase:*

Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.

f. *Commissioning Phase (or Operational Phase):*

Engineer shall provide the services outlined in Paragraph A1.06 of the Agreement.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
<input type="checkbox"/>	<input type="checkbox"/>	a.	Design Survey
<input type="checkbox"/>	<input type="checkbox"/>	b.	Grant or Loan Application
<input type="checkbox"/>	<input type="checkbox"/>	c.	Storm Water Pollution Prevention Plan
<input type="checkbox"/>	<input type="checkbox"/>	d.	Environmental Assessment
<input type="checkbox"/>	<input type="checkbox"/>	e.	Environmental Information Document
<input type="checkbox"/>	<input type="checkbox"/>	f.	Resident Project Representative Services
<input type="checkbox"/>	<input type="checkbox"/>	g.	Construction Survey (Baselines and Benchmarks)
<input type="checkbox"/>	<input type="checkbox"/>	h.	Geotechnical Investigation
<input type="checkbox"/>	<input type="checkbox"/>	i.	Materials Testing
<input type="checkbox"/>	<input type="checkbox"/>	j.	Analytical Testing
<input type="checkbox"/>	<input type="checkbox"/>	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="checkbox"/>	<input type="checkbox"/>	l.	Easement or Boundary Surveys
<input type="checkbox"/>	<input type="checkbox"/>	m.	Easement or Boundary Descriptions
<input type="checkbox"/>	<input type="checkbox"/>	n.	Land Acquisition Services
<input type="checkbox"/>	<input type="checkbox"/>	o.	TxDOT Utility Installation Request Applications
<input type="checkbox"/>	<input type="checkbox"/>	p.	Operation and Maintenance Manual
<input type="checkbox"/>	<input type="checkbox"/>	q.	Other: Electrical Power System Studies
<input type="checkbox"/>	<input type="checkbox"/>	r.	Other: Part-Time RPR Services
<input type="checkbox"/>	<input type="checkbox"/>	s.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	t.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	u.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	v.	Other:
<input type="checkbox"/>	<input type="checkbox"/>	w.	Other:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Study and Report Phase	30
Complete Preliminary Design Phase	90
Complete Final Design Phase	120
Complete Bidding Phase	150
Begin Construction	180
Complete Construction	450

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services	\$20,000.00	\$97,800.00	\$65,200.00	\$5,000.00			\$188,000.00	Lump Sum
Design Survey	\$15,000.00						\$15,000.00	
Construction Administration					\$40,000.00	\$5,000.00	\$45,000.00	
Part-Time Project Representative					\$93,500.00		\$93,500.00	
Electrical Power System Studies			\$11,250.00				\$11,250.00	
Subtotal	\$35,000.00	\$97,800.00	\$76,450.00	\$5,000.00	\$133,500.00	\$5,000.00	\$352,750.00	

Geotechnical Investigation			\$14,375.00				\$14,375.00	Hourly Rate and Reimbursable Expenses
Construction Materials Testing					\$28,750.00		\$28,750.00	
Reimbursable Expenses	\$625.00	\$625.00	\$625.00	\$625.00	\$2,500.00		\$5,000.00	
Project Meetings	\$10,000.00						\$10,000.00	
Subtotal	\$10,625.00	\$625.00	\$15,000.00	\$625.00	\$31,250.00		\$58,125.00	
Total	\$45,625.00	\$98,425.00	\$91,450.00	\$5,625.00	\$164,750.00	\$5,000.00	\$410,875.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 270 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. **Hourly Rates and Reimbursable Expenses Schedule**

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$250.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Senior Urban Design Planner	\$200.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$185.00/hour
Electrical Engineer	\$210.00/hour
Mechanical Engineer	\$170.00/hour
Senior Project Manager	\$185.00/hour
Project Manager	\$165.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$130.00/hour
Senior Design Engineer	\$115.00/hour
Design Engineer	\$105.00/hour
Senior Project Architect	\$185.00/hour
Project Architect	\$130.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$130.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$105.00/hour
Design Technician	\$ 85.00/hour
Safety Manager	\$128.00/hour
Safety Specialist	\$ 90.00/hour
TCEQ Instructor	\$ 90.00/hour
Regulation Compliance Specialist	\$ 85.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 85.00/hour
Senior Project Representative - After Hours	\$105.00/hour
Project Representative	\$ 80.00/hour
Project Representative - After Hours	\$100.00/hour
Graphic Designer	\$ 65.00/hour
Administrative Assistant	\$ 65.00/hour
Secretary	\$ 50.00/hour
Three-Man Survey Crew	\$175.00/hour
Two-Man Survey Crew	\$135.00/hour
Senior Registered Surveyor	\$150.00/hour
Registered Surveyor	\$115.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 30, 2019

OWNER: City of Palestine

By: Leslie Cloer

Name: Leslie Cloer, SPHR, SHRM-SCP

Title: City Manager

Date Signed: 12/19/2019

ENGINEER: KSA Engineers, Inc.

By: Joncie H. Young

Name: Joncie H. Young, P.E.

Title: Director of Municipal Services

Date Signed: December 13, 2019

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Leslie Cloer, SPHR, SHRM-SCP

Title: City Manager

Address: 504 North Queen Street
Palestine, Texas
75801

E-Mail Address: CityManager@palestine-tx.org

Phone: 903.731.8416

Fax: 903.731.9219

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Jeremy Orr, P.E.

Title: Project Manager

Address: 6781 Oak Hill Blvd
Tyler, Texas
75703

E-Mail Address: jorr@ksaeng.com

Phone: 903.581.8141

Fax: 888.224.9418

City of Palestine - 504 North Queen Street - Palestine TX 75801

195983

01-04062 ** ATHENS CONTRACTORS LLC **

09/11/2020

DATE I.D.

PO #

DESCRIPTION

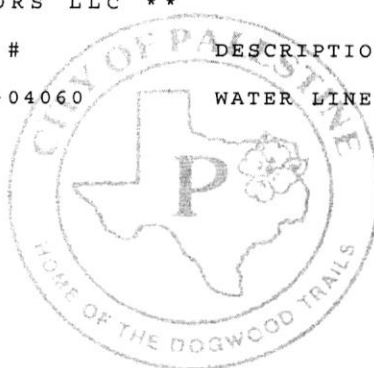
AMOUNT

09/11/2020 665

20-04060

WATER LINE REPLACEMENT

69,500.00



CHECK TOTAL

69,500.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

195983

DATE

09/11/2020

AMOUNT

\$***69,500.00

VOID AFTER 90 DAYS

PAY ---- SIXTY NINE THOUSAND FIVE HUNDRED & 00/100 DOLLARS ----

TO THE ORDER OF ** ATHENS CONTRACTORS LLC **
PO BOX 768
ATHENS, TX 75751

RUB RED IMAGE
FADES WITH HEAT

[Signature]

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

195983

01-04062 ** ATHENS CONTRACTORS LLC **

09/11/2020

DATE I.D.

PO #

DESCRIPTION

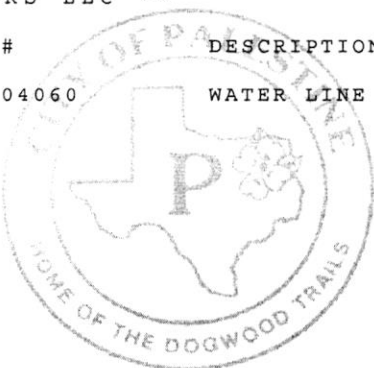
AMOUNT

09/11/2020 665

20-04060

WATER LINE REPLACEMENT

69,500.00



** ATHENS CONTRACTORS LLC **
PO BOX 768
ATHENS, TX 75751

CHECK TOTAL

69,500.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

ATHENS CONTRACTORS, LLC
PO BOX 768
ATHENS, TX 75751 US
9038048331
office@athenstxcon.com

Invoice 665



BILL TO
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS
PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

DATE
09/08/2020

PLEASE PAY
\$69,500.00

DUE DATE
09/18/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	INSTALL 12X6 INCH WET TAP	1	4,500.00	4,500.00
	INSTALL 6 INCH DR18 C 900	4,400	12.50	55,000.00
	INSTALL FIRE HYDRANT ASSEMBLY	1,612,9032	6,200.00	10,000.00
	INSTALL GATES WITH H-BRACE	0	700.00	0.00
	INSTALL 1 INCH SERVICE	0	750.00	0.00
	INSTALL 1X3/4 INCH SERVICE	0	700.00	0.00
	INSTALL 6 INCH GATE VALVE	0	1,500.00	0.00
	WELD AND INSTALL 10 INCH STEEL ENCASEMENT	0	25.00	0.00
	TIE IN EXISTING WOLF CREEK LAKE	0	2,500.00	0.00
	6X2 INCH TIE IN	0	2,000.00	0.00
	OPEN CUT/COMPACTION COUNTY ROAD	0	12.00	0.00
	TEST	0	0.25	0.00

WOLF CREEK/AIRPORT WATER MAIN

TOTAL DUE

\$69,500.00

THANK YOU.

PAYMENT AUTHORIZATION

PO # 20-04060 Partial ☒ Complete ☐

Acct #: 690-5110-7440 \$ 69,500.00

Acct #: 012 \$

Acct #: \$

Describe: Wolf Creek Water Main Replace

DPT DIR: FS ☒ 9/11/2020

FINC DIR: ☐

CTY MNR: ☐



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04060

Date: 08/05/2020

Request #: 20-04118

Vendor #: 01-04062

ISSUED TO: ATHENS CONTRACTORS LLC
PO BOX 768
ATHENS, TX 75751

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	WATER LINE REPLACEMENT WATERLINE REPLACEMENT BETWEEN WOLF CREWEK AND LOWER LAKE. EXTENDING TO PALESTINE MUNICIPALE AIRPORT. RFP 2020-008	690-5-110-7440.012		0.00	261,490.00
TOTAL						261,490.00

Leslie Cloer
Andy Feltner

City Manager

Isaac W. Herrera

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 76-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 8/5/2020	Requested By: Felipe Garcia	Exempt From Bidding:	Athens Contractors P.O. Box 768 Athens, TX 75751 903-804-8331	R&A Road Boring 11450 Hirsch Rd. Houston, TX 77016 281-372-0697				
Ship To 1620 W. Palestine Palestine, TX 75801		<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Other (explain below)						
Order to be Replaced By: Requestor <input checked="" type="checkbox"/> Purchasing Agent <input type="checkbox"/>								
Account Number 690-5-110-7440-012								
Description		Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Waterline replacement between Wolf Creek and Lower Lake Extending to Palestine Municipal Airport – RFP 2020-008		1	1	261,490.00	1	290,250.00		
Shipping Charges								
				Total	261,490.00	Total	290,250.00	Total
Awardee: <u>Athens Contractors</u> Dept. Head Signature: <u>F. Garcia</u> City Manager Signature: _____								

ATHENS CONTRACTORS, LLC
 PO BOX 768
 ATHENS, TX 75751 US
 9038048331
 office@athenstxcon.com

Estimate 1198



ADDRESS

CITY OF PALESTINE
 FINANCE DEPT. ACCOUNTS
 PAYABLE
 504 N. QUEEN ST.
 PALESTINE, TEXAS 75801

DATE
 06/18/2020

TOTAL
\$261,490.00

EXPIRATION
 DATE
 07/18/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	20,000.00	20,000.00
	INSTALL 12X6 INCH WET TAP	1	4,500.00	4,500.00
	INSTALL 6 INCH DR18 C 900	11,000	12.50	137,500.00
	INSTALL FIRE HYDRANT ASSEMBLY	5	6,200.00	31,000.00
	INSTALL GATES WITH H-BRACE	20	700.00	14,000.00
	INSTALL 1 INCH SERVICE	2	750.00	1,500.00
	INSTALL 1X3/4 INCH SERVICE	10	700.00	7,000.00
	INSTALL 6 INCH GATE VALVE	11	1,500.00	16,500.00
	WELD AND INSTALL 10 INCH STEEL ENCASEMENT	140	25.00	3,500.00
	CLEARING/GRUBBING	3,000	5.00	15,000.00
	TIE IN EXISTING WOLF CREEK LAKE	1	2,500.00	2,500.00
	6X2 INCH TIE IN	2	2,000.00	4,000.00
	OPEN CUT/COMPACTION COUNTY ROAD	45	12.00	540.00
	TEST	11,000	0.25	2,750.00
	TRAFFIC CONTROL	1	1,200.00	1,200.00

RFP 2020-008

PALESTINE AIRPORT

NO MATERIALS INCLUDED IN ESTIMATE

TOTAL

\$261,490.00

THANK YOU.

QUOTATION

R & A ROAD BORING, LLC

QUOTATION DATE: 06/19/2020
VALID UNTIL: 09/29/2020

11450 Hirsch Rd, Houston TX 77016
P: (281) 590-1516 F: (281) 372-0697
~ We Complete all Jobs ~

Send to: *City Of Palestine*

Project: *Airport Water Line Replacement Between Wolf Creek Lake & Lower Lake*

Prepared by: Bill Wells
Title: General Contractor
Phone: 281-221-0465

ITEM	DESCRIPTION	LENGTH	PRICE	AMOUNT
1	Replacement of old 10-in Cast Iron Water Main with 11,000/ft of 6-in C900	11,000/ft	\$19.75	\$217,250.00
2	Install 10/ea. 1" Services, then reduce at meter to 3/4"	10/ea	\$250.00	\$2,500.00
3	Install 2 1" Services.	2/ea	\$300.00	\$600.00
4	Install 5 Fire Hydrants with valves at main.	5/ea	2,000.00	\$10,000.00
5	Kill out old Main & Caps.	All	\$3,000.00	\$3,000.00
6	Tie new 6-in C900 to old lines at intersections.	All	\$5,000.00	\$5,000.00
7	Install 1 Wet Tap 6x12 Reinforce Concrete Steel Pipe.	1/ea	\$4,000.00	\$4,000.00
8	Install 11 Valves.	11/ea	\$700.00	\$7,700.00
9	Install 20/ea 14' Utility Gates with Wood H Braces.	20/ea	\$1,700.00	\$34,000.00
10	Cross one Creek & go under another Creek with 10" Casing for a total of 65/ft of 10" Casing, crossing behind Dam at Lower Lake.	65/ft	\$100.00	\$6,500.00
*** NOTE: City Of Palestine to furnish all material.***				
TOTAL				\$290,250.000

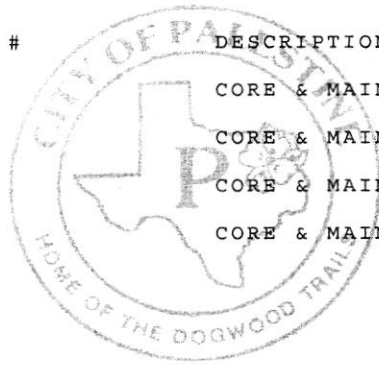
City of Palestine - 504 North Queen Street - Palestine TX 75801

195938

01-04676 ** CORE & MAIN LP **

09/11/2020

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/21/2020	M799815		CORE & MAIN LP	103,320.00
	3/4" METERS			
08/24/2020	M800281		CORE & MAIN LP	23,750.00
	1 1/2" & 2" METERS			
08/28/2020	M884014		CORE & MAIN LP	2,077.58
	METER BOXES AND LIDS			
08/28/2020	M907883		CORE & MAIN LP	693.00
	GASKETS			



CHECK TOTAL 129,840.58

PLEASE DETACH STUB BEFORE DEPOSITING

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City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

195938

DATE	AMOUNT
09/11/2020	\$**129,840.58
VOID AFTER 90 DAYS	

PAY ---- ONE HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED FORTY & 58/100 DOLLARS ----

TO THE ORDER OF ** CORE & MAIN LP **
PO BOX 28330
ST LOUIS, MO 63146

RUB RED IMAGE
FADING WITH HEAT

Rosa Herrera
[Signature]

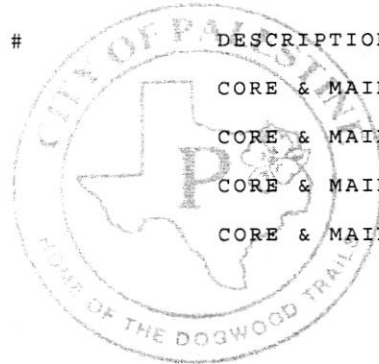
THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

195938

01-04676 ** CORE & MAIN LP **

09/11/2020

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/21/2020	M799815		CORE & MAIN LP	103,320.00
	3/4" METERS			
08/24/2020	M800281		CORE & MAIN LP	23,750.00
	1 1/2" & 2" METERS			
08/28/2020	M884014		CORE & MAIN LP	2,077.58
	METER BOXES AND LIDS			
08/28/2020	M907883		CORE & MAIN LP	693.00
	GASKETS			



** CORE & MAIN LP **
PO BOX 28330
ST LOUIS, MO 63146

CHECK TOTAL 129,840.58

City of Palestine - 504 North Queen Street - Palestine TX 75801



INVOICE

1830 Craig Park Court
St. Louis, MO 63146



Invoice # M799815
Invoice Date 8/21/20
Account # 053850
Sales Rep ROGER SANDERS
Phone # 936-639-2341
Branch # 528 Lufkin, TX
Total Amount Due \$103,320.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1126 1 MB 0.439 E0184X I0275 D6518098923 S2 P7626863 0001:0001



CITY OF PALESTINE
PURCHASING DEPT.
1620 W PALESTINE AVE
PALESTINE TX 75801-3326

Shipped to:
201 EAST CORONACA
PALESTINE, TX

CUSTOMER JOB- 669511 PALESTINE AMR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/06/20	8/20/20	AMR PROJECT	PALESTINE AMR	669511		CORE & MAIN LP	M799815

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
43ED2B21RPWG1SG89	T10 5/8X3/4 USG R900I PROCODER BRZ W/6'ANT ED2B21RPWG11SG89	504	504		205.00000	EA	103,320.00

CO-9-1-20

PAYMENT AUTHORIZATION

PO # _____

Acct #: 610-5-571-4421

Acct #: _____

Acct #: _____

Describe: 3/4 Meters

DPT DIR: _____

FINC DIR: _____

CTY MNR: _____

Partial ☐ Complete ☒

\$ 103,320.00

\$ _____

\$ _____

8/21/2020

9-10-20

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- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight Delivery Handling Restock Misc.

Subtotal: 103,320.00
Other: 0.00
Tax: 0.00
Invoice Total: \$103,320.00

Terms: NET 30

Ordered By: ROGER

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



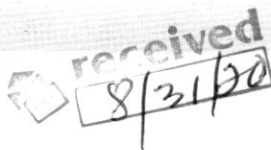
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # **M800281**
Invoice Date **8/24/20**
Account # **053850**
Sales Rep **ROGER SANDERS**
Phone # **936-639-2341**
Branch # **528** **Lufkin, TX**
Total Amount Due **\$23,750.00**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1071 1 MB 0.439 E0143X I0200 D6524065485 S2 P7629723 0001:0001



CITY OF PALESTINE
PURCHASING DEPT.
1620 W PALESTINE AVE
PALESTINE TX 75801-3326

Shipped to:
201 EAST CORONACA
PALESTINE, TX

CUSTOMER JOB- 669511 PALESTINE AMR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/06/20	8/21/20	AMR PROJECT	PALESTINE AMR	669511		CORE & MAIN LP	M800281

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
45D1600DISBLUE	D1600 MTR BOX W/SOLID BLUE LID DFW1600.12.3	40		40	30.11000	EA	.00
43ED2H11RPWG1SG89	T10 1-1/2 USG R900I PROCODER FLG BRZ W/6'ANT ED2H11RPWG11SG89	20	20		531.25000	EA	10,625.00
43ED2J11RPWG1SG89	T10 2 USG R900I PROCODER FLG W/6'ANT ED2J11RPWG11SG89	20	20		656.25000	EA	13,125.00
45MP120D1300SBLUE	12" D1300SBLUE PLAS METER BOX W/SOLID BLUE LID	54		54	16.17000	EA	.00

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ADVANTAGE

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Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	23,750.00
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$23,750.00

Terms: NET 30

Ordered By: ROGER

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

CO 9-1-20

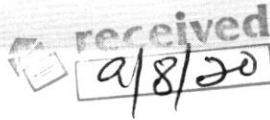
PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610-5-571-4421</u>	\$ <u>23,750.00</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>1 1/2 and 2" Inters</u>	
DPT DIR: _____	<input checked="" type="checkbox"/> <u>9/8/2020</u>
FINC DIR: <u>Chaz [Signature]</u>	<input checked="" type="checkbox"/> <u>09/08/20</u>
CTY MNR: <u>Rivera</u>	<input checked="" type="checkbox"/> <u>9-10-20</u>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # M884014
Invoice Date 8/28/20
Account # 053850
Sales Rep ROGER SANDERS
Phone # 936-639-2341
Branch # 528 Lufkin, TX
Total Amount Due \$2,077.58



Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

3806 1 AB 0.419 E0161X I0205 D6542804479 S2 P7646975 0001:0002



CITY OF PALESTINE
PURCHASING DEPT.
1620 W PALESTINE AVE
PALESTINE TX 75801-3326

Shipped to: 8/24/20 M800281
201 EAST CORONACA
PALESTINE, TX

CUSTOMER JOB- 669511 PALESTINE AMR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/06/20	8/28/20	AMR PROJECT	PALESTINE AMR	669511		CORE & MAIN LP	M884014

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
45D1600DISBLUE	D1600 MTR BOX W/SOLID BLUE LID DFW1600.12.3	40	40		30.11000	EA	1,204.40
45MP120D1300SBLUE	12" D1300SBLUE PLAS METER BOX W/SOLID BLUE LID	54	54		16.17000	EA	873.18

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☒

Acct #: 610-5-571-4421 \$ 2,077.58

Acct #: _____ \$ _____

Acct #: _____ \$ _____

Describe: Meter Boxes and lids

DPT DIR: [Signature] ☒ 9/8/2020

FINC DIR: [Signature] ☐ 09/09/2020

CTY MNR: _____ ☐ _____

CO
9-8-20

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ADVANTAGE

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Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight Delivery Handling Restock Misc.

Subtotal: 2,077.58
Other: 0.00
Tax: 0.00
Invoice Total: \$2,077.58

Terms: NET 30

Ordered By: ROGER

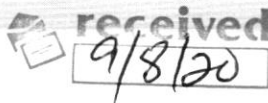
This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # M907883
Invoice Date 8/28/20
Account # 053850
Sales Rep ROGER SANDERS
Phone # 936-639-2341
Branch # 528 Lufkin, TX
Total Amount Due \$693.00



Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

3806 1 AB 0.419 E0161 I0206 D6542804485 S2 P7646975 0002:0002



CITY OF PALESTINE
PURCHASING DEPT.
1620 W PALESTINE AVE
PALESTINE TX 75801-3326

Shipped to:
201 EAST CORONACA
PALESTINE, TX

CUSTOMER JOB- 669511 PALESTINE AMR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/25/20	8/28/20	AMR PROJECT	PALESTINE AMR	669511		CORE & MAIN LP	M907883
Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
45D1600DISBLUE	D1600 MTR BOX W/SOLID BLUE LID DFW1600.12.3	50	50		30.11000	EA	.00
45MP120D1300SBUE	12" D1300SBUE PLAS METER BOX W/SOLID BLUE LID	60	60		16.17000	EA	.00
/46016240698	MB1782 SIGMA CI MTR BOX & LID 26-1/2" X 16-3/8" IN LIEU OF /46016138090	10	10		113.33000	EA	.00
4420PS1005	2" PS1005 OVAL METER FLG GSKT	300	300		1.22000	EA	366.00
4415PS1004	1-1/2 PS1004 OVAL MTR FLG GSKT	300	300		1.09000	EA	327.00

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ADVANTAGE

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- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight Delivery Handling Restock Misc.

Subtotal: 693.00
Other: 0.00
Tax: 0.00
Invoice Total: \$693.00

Terms: NET 30

Ordered By: ROGER SANDERS

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

CD 9-8-20

PAYMENT AUTHORIZATION	
PO # _____	Partial <input type="checkbox"/> Complete <input checked="" type="checkbox"/>
Acct #: <u>610-5-571-4421</u>	\$ <u>693.00</u>
Acct #: _____	\$ _____
Acct #: _____	\$ _____
Describe: <u>Gaskets</u>	
DPT DIR: _____	<u>JS</u> <input checked="" type="checkbox"/> <u>9/8/2020</u>
FINC DIR: _____	<input type="checkbox"/> _____
CTY MNR: _____	<input type="checkbox"/> _____

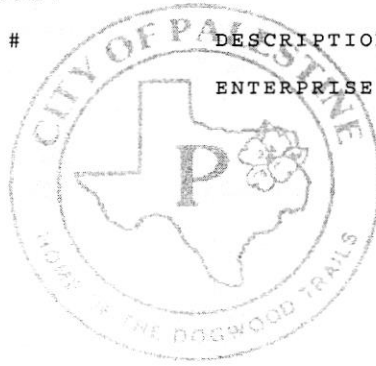
City of Palestine - 504 North Queen Street - Palestine TX 75801

195945

01-05057 ** ENTERPRISE FM TRUST **

09/11/2020

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/05/2020	FBN4004576		ENTERPRISE FM TRUST	57,907.26
FLEET LEASING				



CHECK TOTAL 57,907.26

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

195945

DATE	AMOUNT
09/11/2020	\$***57,907.26
VOID AFTER 90 DAYS	

PAY ----- FIFTY SEVEN THOUSAND NINE HUNDRED SEVEN & 26/100 DOLLARS -----

TO THE ORDER OF ** ENTERPRISE FM TRUST **
PO BOX 800089
KANSAS CITY, MO 64180-0089



[Signature]

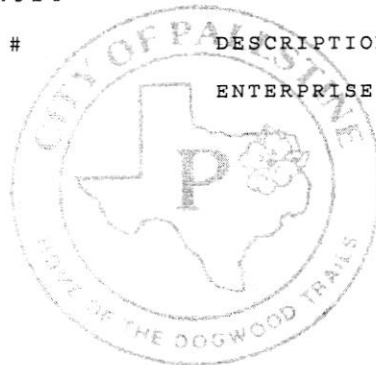
THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

195945

01-05057 ** ENTERPRISE FM TRUST **

09/11/2020

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/05/2020	FBN4004576		ENTERPRISE FM TRUST	57,907.26
FLEET LEASING				



** ENTERPRISE FM TRUST **
PO BOX 800089
KANSAS CITY, MO 64180-0089

CHECK TOTAL 57,907.26

City of Palestine - 504 North Queen Street - Palestine TX 75801



FLEET MANAGEMENT

INVOICE

Please Remit To:

ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Customer:

CITY OF PALESTINE
504 N. Queen Street
PALESTINE TX 75801

PAYMENT AUTHORIZATION	
Due Date:	Vendor #
PO #	Partial <input type="checkbox"/> Complete <input type="checkbox"/>
Acct #: 542-S-110-8040	\$ 57,907.26
Acct #:	\$
Description:	
DPT DIR:	D: 08/24/20
FINC DIR:	418/20
CTY MNR:	

Page: 1
Consolidated Invoice No: FBN4004576
Invoice Date: 08/05/2020
Customer Number: 585229
Due upon receipt, late if not paid by 20th of August

AMOUNT DUE: \$ 57,907.26

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team 1-866-556-2864

* Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	585229		2329T5'	60	14	19	RAM 1500	19 Ram1500 8012					
1	08/01 - 08/31/20	MONTHLY LEASE CHARGES	2329T5-0820-MR					369.48					369.48
	585229	POOL	23BQ4G'	60	1	20	FORD TRAN	2020 Transit 5164					
2	07/07/20	INITIAL REG-DMV FEE	14265204-OT									7.50	7.50
		1FBAX2XG7LKA65164/TX											
Total for Customer:			585229					369.48			7.50 \$		376.98





FLEET MANAGEMENT

INVOICE

Customer: CITY OF PALESTINE

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Consolidated Invoice No: FBN4004576
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Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
3	592179	PD	2329SC'	60	15	19	CHEV SILV	2019 Silverado 8663						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329SC-0820-MR	459.56						459.56
4	592179	PD	2329SM'	60	15	19	CHEV SILV	2019 Silverado 6202						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329SM-0820-MR	459.56						459.56
5	592179	PD	2329SV'	60	14	19	RAM 1500	19 Ram1500 8013						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329SV-0820-MR	367.76						367.76
6	592179	PD	2329TB'	60	15	19	CHEV TAHO	CID 33						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329TB-0820-MR	737.46						737.46
7	592179	PD	2329TP'	60	15	19	CHEV MALI	2019 Malibu 1169						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329TP-0820-MR	320.21						320.21
8	592179	PD	2329TZ'	60	15	19	CHEV MALI	2019 Malibu 3217						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329TZ-0820-MR	320.21						320.21
9	592179	PD	2329V5'	60	15	19	CHEV MALI	2019 Malibu 2657						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329V5-0820-MR	320.21						320.21
10	592179	PD	2329V7'	60	15	19	CHEV MALI	2019 Malibu 3462						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				2329V7-0820-MR	320.21						320.21
11	592179	PD	232M46'	60	13	19	CHEV TAHO	2019 Tahoe 2467						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				232M46-0820-MR	779.60						779.60
12	592179	PD	232M56'	60	11	19	CHEV TAHO	2019 Tahoe 2247						
		08/01 - 08/31/20	MONTHLY LEASE CHARGES				232M56-0820-MR	774.21						774.21



FLEET MANAGEMENT

INVOICE

Customer: CITY OF PALESTINE

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 Consolidated Invoice No: FBN4004576
 Invoice Date: 08/05/2020

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
592179 PD 232M5M' 60 11 19 CHEV TAHO 2019 Tahoe 0700													
13	08/01 - 08/31/20	MONTHLY LEASE CHARGES	232M5M-0820-MR					776.97					776.97
592179 PD 232M5X' 60 11 19 CHEV TAHO 2019 Tahoe 0764													
14	08/01 - 08/31/20	MONTHLY LEASE CHARGES	232M5X-0820-MR					776.55					776.55
592179 PD 23HSQV' 60 1 20 CHEV TAHO 2020 Tahoe 6144													
15	07/14 - 07/31/20	PARTIAL MONTH LEASE CHARGES	23HSQV-0720-MR					491.23					491.23
16	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23HSQV-0820-MR					846.00					846.00
17	07/17/20	CAP PRICE REDUCTION AMOUNT	14341245-OT									12,001.50	12,001.50
18	07/21/20	TEMP TAG-DMV FEE	14386447-OT									29.75	29.75
		1GNLCDECXLR306144/TX											
		Unit Total:	23HSQV'					1,337.23				12,031.25 \$	13,368.48
592179 PD 23HSQX' 60 1 20 CHEV TAHO 2020 Tahoe 5971													
19	07/14 - 07/31/20	PARTIAL MONTH LEASE CHARGES	23HSQX-0720-MR					492.85					492.85
20	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23HSQX-0820-MR					848.80					848.80
21	07/17/20	CAP PRICE REDUCTION AMOUNT	14341235-OT									12,001.50	12,001.50
22	07/21/20	TEMP TAG-DMV FEE	14386438-OT									29.75	29.75
		1GNLCDEC7LR305971/TX											
		Unit Total:	23HSQX'					1,341.65				12,031.25 \$	13,372.90
592179 PD 23HSR3' 60 1 20 CHEV TAHO 2020 Tahoe 5954													
23	07/14 - 07/31/20	PARTIAL MONTH LEASE CHARGES	23HSR3-0720-MR					489.48					489.48
24	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23HSR3-0820-MR					843.00					843.00
25	07/17/20	CAP PRICE REDUCTION AMOUNT	14341254-OT									12,001.50	12,001.50
26	07/21/20	TEMP TAG-DMV FEE	14386502-OT									29.75	29.75
		1GNLCDEC7LR305954/TX											
		Unit Total:	23HSR3'					1,332.48				12,031.25 \$	13,363.73
		Cost Code Total:	PD					10,423.87				36,093.75 \$	46,517.62





FLEET MANAGEMENT

INVOICE

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 Consolidated Invoice No: FBN4004576
 Invoice Date: 08/05/2020

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
Total for Customer:			592179					10,423.87				36,093.75 \$	46,517.62
27	592181	HEALTH	23BQ4M' 60	6	20	CHEV MALI	2020 Malibu 0680						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BQ4M-0820-MR					297.64					297.64
28	592181	PARKS	233D62' 60	11	19	FORD F-25	2019 F250 7032						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233D62-0820-MR					508.34					508.34
29	592181	PARKS	233FM5' 60	11	19	FORD F-25	2019 F250 7031						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FM5-0820-MR					510.20					510.20
30	592181	PARKS	233FM8' 60	11	19	FORD F-25	2019 F250 3216						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FM8-0820-MR					497.90					497.90
31	592181	PARKS	233P5K' 60	10	19	FORD F-25	11283						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233P5K-0820-MR					574.97					574.97
32	592181	PARKS	23BXP' 60	6	20	CHEV SILV	2020 Silverado 4455						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BXP-0820-MR					427.23					427.23
Cost Code Total:			PARKS					2,518.64				\$	2,518.64
33	592181	POOL	23BQ4G' 60		20	FORD TRAN	2020 Transit 5164						
	07/31 - 07/31/20	MONTHLY LEASE CHARGES	23BQ4G-0720-A-MR					(631.78)					(631.78)
Total for Customer:			592181					2,184.50				\$	2,184.50
34	592182	CONSTRUCTION	233FPC' 60	10	19	CHEV SILV	19 Silverado 9767						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FPC-0820-MR					453.86					453.86



FLEET MANAGEMENT

INVOICE

Customer: CITY OF PALESTINE

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 Consolidated Invoice No: FBN4004576
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Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
35	592182	CONSTRUCTION	233P5T ¹	60	10	19	FORD F-35	11171					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233P5T-0820-MR		598.32				598.32
36	592182	CONSTRUCTION	23BVT7 ¹	60	6	20	CHEV SILV	2020 Silverado 3806					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					23BVT7-0820-MR		440.93				440.93
		Cost Code Total: CONSTRUCTION							1,493.11			\$	1,493.11
37	592182	Code Enforcement	233FMS ¹	60	12	19	CHEV SILV	2019 Silverado 6388					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233FMS-0820-MR		464.46				464.46
38	592182	Code Enforcement	233FPQ ¹	60	10	19	CHEV SILV	19 Silverado 6897					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233FPQ-0820-MR		453.86				453.86
		Cost Code Total: Code Enforcement							918.32			\$	918.32
39	592182	ENGINEERING	233FPK ¹	60	10	19	CHEV SILV	19 Silverado 6527					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233FPK-0820-MR		453.86				453.86
40	592182	FLEET	23398W ¹	60	15	19	CHEV MALI	2019 Malibu 2969					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					23398W-0820-MR		299.88				299.88
41	592182	POOL	233D5X ¹	60	15	19	CHEV MALI	2019 Malibu 4206					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233D5X-0820-MR		299.88				299.88
42	592182	WATERDIST	233FN7 ¹	60	12	19	CHEV SILV	2019 Silverado 8216					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233FN7-0820-MR		464.46				464.46
43	592182	WATERDIST	233FNQ ¹	60	12	19	CHEV SILV	2019 Silverado 8658					
		08/01 - 08/31/20 MONTHLY LEASE CHARGES					233FNQ-0820-MR		464.34				464.34





FLEET MANAGEMENT

INVOICE

Customer: CITY OF PALESTINE

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 Consolidated Invoice No: FBN4004576
 Invoice Date: 08/05/2020

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
Cost Code Total: WATERDIST									928.80			\$	928.80
44	592182	WWTREAT	233FMW'	60	12	19	CHEV SILV	2019 Silverado 7182					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FMW-0820-MR					464.46					464.46
45	592182	WWTREAT	233FNZ'	60	10	19	CHEV SILV	19 Silverado 8580					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FNZ-0820-MR					453.86					453.86
46	592182	WWTREAT	233FP3'	60	10	19	CHEV SILV	19 Silverado 8214					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	233FP3-0820-MR					453.86					453.86
47	592182	WWTREAT	23BXFT'	60	6	20	CHEV SILV	2020 Silverado 4172					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BXFT-0820-MR					441.89					441.89
Cost Code Total: WWTREAT									1,814.07			\$	1,814.07
Total for Customer: 592182									6,207.92			\$	6,207.92
48	592219		23BQ49'	60	2	20	CHEV SILV	FD Chief					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BQ49-0820-MR					623.10					623.10
49	592219	FIRE	2343BH'	60	12	19	CHEV SILV	2019 Silverado 2500 4367					
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	2343BH-0820-MR					766.96					766.96
50		07/10/20	RENEWAL-EFM FEE				14297588-OT					25.00	25.00
			2GC2KREG7K1194367/TX										
51		07/10/20	RENEWAL-DMV FEE				14297598-OT					9.50	9.50
			2GC2KREG7K1194367/TX										
Unit Total: 2343BH'									766.96			34.50 \$	801.46

**FLEET MANAGEMENT****INVOICE**

Customer: CITY OF PALESTINE

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Consolidated Invoice No: FBN4004576
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Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
52	592219	FIRE	23BQ44	60	2	20	CHEV SILV	FD Asst. Chief						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BQ44-0820-MR						724.60					724.60
		Cost Code Total:	FIRE						1,491.56				34.50 \$	1,526.06
		Total for Customer:	592219						2,114.66				34.50 \$	2,149.16
53	592779	EMERGENCY MGMT	23BVTT	60	4	20	CHEV SILV	2020 Silverado 6314						
	08/01 - 08/31/20	MONTHLY LEASE CHARGES	23BVTT-0820-MR						471.08					471.08
		Total for Customer:	592779						471.08				\$	471.08
TOTAL INVOICE AMOUNT FOR CUSTOMER: 585229									21,771.51				36,135.75 \$	57,907.26

585229 / FBN4004576



09142729 F005D C601 00206 5/14

Remittance Advice - Consolidated Invoice

Please Return With Payment

Page: 1
 Customer Number: 585229
 Consolidated Invoice No: FBN4004576
 Invoice Date: 08/05/2020

Customer:
 CITY OF PALESTINE

Mail Payment To:
 ENTERPRISE FM TRUST
 Enterprise Fleet Management Customer Billing
 PO BOX 800089
 Kansas City MO 64180-0089

Due upon receipt, late if not paid by 20th of August
 Total Charges: \$ 57,907.26

Amount Remitted _____

For billing questions, please email ARBilling@efleets.com or call
 the Billing Solutions Team directly at: 1-866-556-2864

Line	Cust Ref	Unit #	Invoice Number	Date	Description	Charges	Amount Paid/Comments
1	585229	2329T5 ¹	2329T5-0820-MR	08/05/20	MONTHLY LEASE CHARGES	369.48	
2	585229	23BQ4G ¹	14265204-OT	08/05/20	OTHER CHARGE-SEE INVOIC	7.50	
3	592179	2329SC ¹	2329SC-0820-MR	08/05/20	MONTHLY LEASE CHARGES	459.56	
4	592179	2329SM ¹	2329SM-0820-MR	08/05/20	MONTHLY LEASE CHARGES	459.56	
5	592179	2329SV ¹	2329SV-0820-MR	08/05/20	MONTHLY LEASE CHARGES	367.76	
6	592179	2329TB ¹	2329TB-0820-MR	08/05/20	MONTHLY LEASE CHARGES	737.46	
7	592179	2329TP ¹	2329TP-0820-MR	08/05/20	MONTHLY LEASE CHARGES	320.21	
8	592179	2329TZ ¹	2329TZ-0820-MR	08/05/20	MONTHLY LEASE CHARGES	320.21	
9	592179	2329V5 ¹	2329V5-0820-MR	08/05/20	MONTHLY LEASE CHARGES	320.21	
10	592179	2329V7 ¹	2329V7-0820-MR	08/05/20	MONTHLY LEASE CHARGES	320.21	
11	592179	232M46 ¹	232M46-0820-MR	08/05/20	MONTHLY LEASE CHARGES	779.60	
12	592179	232M56 ¹	232M56-0820-MR	08/05/20	MONTHLY LEASE CHARGES	774.21	
13	592179	232M5M ¹	232M5M-0820-MR	08/05/20	MONTHLY LEASE CHARGES	776.97	
14	592179	232M5X ¹	232M5X-0820-MR	08/05/20	MONTHLY LEASE CHARGES	776.55	
15	592179	23HSQV ¹	23HSQV-0720-MR	08/05/20	PARTIAL MONTH LEASE CHA	491.23	
16	592179	23HSQV ¹	23HSQV-0820-MR	08/05/20	MONTHLY LEASE CHARGES	846.00	
17	592179	23HSQV ¹	14341245-OT	08/05/20	OTHER CHARGE-SEE INVOIC	12,001.50	
18	592179	23HSQV ¹	14386447-OT	08/05/20	OTHER CHARGE-SEE INVOIC	29.75	
19	592179	23HSQX ¹	23HSQX-0720-MR	08/05/20	PARTIAL MONTH LEASE CHA	492.85	
20	592179	23HSQX ¹	23HSQX-0820-MR	08/05/20	MONTHLY LEASE CHARGES	848.80	
21	592179	23HSQX ¹	14341235-OT	08/05/20	OTHER CHARGE-SEE INVOIC	12,001.50	
22	592179	23HSQX ¹	14386438-OT	08/05/20	OTHER CHARGE-SEE INVOIC	29.75	
23	592179	23HSR3 ¹	23HSR3-0720-MR	08/05/20	PARTIAL MONTH LEASE CHA	489.48	
24	592179	23HSR3 ¹	23HSR3-0820-MR	08/05/20	MONTHLY LEASE CHARGES	843.00	
25	592179	23HSR3 ¹	14341254-OT	08/05/20	OTHER CHARGE-SEE INVOIC	12,001.50	
26	592179	23HSR3 ¹	14386502-OT	08/05/20	OTHER CHARGE-SEE INVOIC	29.75	
27	592181	23BQ4M ¹	23BQ4M-0820-MR	08/05/20	MONTHLY LEASE CHARGES	297.64	
28	592181	233D62 ¹	233D62-0820-MR	08/05/20	MONTHLY LEASE CHARGES	508.34	
29	592181	233FM5 ¹	233FM5-0820-MR	08/05/20	MONTHLY LEASE CHARGES	510.20	
30	592181	233FM8 ¹	233FM8-0820-MR	08/05/20	MONTHLY LEASE CHARGES	497.90	
31	592181	233P5K ¹	233P5K-0820-MR	08/05/20	MONTHLY LEASE CHARGES	574.97	
32	592181	23BXP ¹	23BXP-0820-MR	08/05/20	MONTHLY LEASE CHARGES	427.23	
33	592181	23BQ4G ¹	23BQ4G-0720-A-MR	08/05/20	MONTHLY LEASE CHARGES	(631.78)	
34	592182	233FPC ¹	233FPC-0820-MR	08/05/20	MONTHLY LEASE CHARGES	453.86	
35	592182	233P5T ¹	233P5T-0820-MR	08/05/20	MONTHLY LEASE CHARGES	598.32	



Remittance Advice - Consolidated Invoice
Please Return With Payment

Page: 2
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Invoice Date: 08/05/2020

Customer:
CITY OF PALESTINE

Line	Cust Ref	Unit #	Invoice Number	Date	Description	Charges	Amount Paid/Comments
36	592182	23BVT7 ¹	23BVT7-0820-MR	08/05/20	MONTHLY LEASE CHARGES	440.93	
37	592182	233FMS ¹	233FMS-0820-MR	08/05/20	MONTHLY LEASE CHARGES	464.46	
38	592182	233FPQ ¹	233FPQ-0820-MR	08/05/20	MONTHLY LEASE CHARGES	453.86	
39	592182	233FPK ¹	233FPK-0820-MR	08/05/20	MONTHLY LEASE CHARGES	453.86	
40	592182	23398W ¹	23398W-0820-MR	08/05/20	MONTHLY LEASE CHARGES	299.88	
41	592182	233D5X ¹	233D5X-0820-MR	08/05/20	MONTHLY LEASE CHARGES	299.88	
42	592182	233FN7 ¹	233FN7-0820-MR	08/05/20	MONTHLY LEASE CHARGES	464.46	
43	592182	233FNQ ¹	233FNQ-0820-MR	08/05/20	MONTHLY LEASE CHARGES	464.34	
44	592182	233FMW ¹	233FMW-0820-MR	08/05/20	MONTHLY LEASE CHARGES	464.46	
45	592182	233FNZ ¹	233FNZ-0820-MR	08/05/20	MONTHLY LEASE CHARGES	453.86	
46	592182	233FP3 ¹	233FP3-0820-MR	08/05/20	MONTHLY LEASE CHARGES	453.86	
47	592182	23BXFT ¹	23BXFT-0820-MR	08/05/20	MONTHLY LEASE CHARGES	441.89	
48	592219	23BQ49 ¹	23BQ49-0820-MR	08/05/20	MONTHLY LEASE CHARGES	623.10	
49	592219	2343BH ¹	2343BH-0820-MR	08/05/20	MONTHLY LEASE CHARGES	766.96	
50	592219	2343BH ¹	14297588-OT	08/05/20	OTHER CHARGE-SEE INVOIC	25.00	
51	592219	2343BH ¹	14297598-OT	08/05/20	OTHER CHARGE-SEE INVOIC	9.50	
52	592219	23BQ44 ¹	23BQ44-0820-MR	08/05/20	MONTHLY LEASE CHARGES	724.60	
53	592779	23BVTT ¹	23BVTT-0820-MR	08/05/20	MONTHLY LEASE CHARGES	471.08	
Total Due						57,907.26	



FLEET MANAGEMENT

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ENTERPRISE FM TRUST
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CITY OF PALESTINE
504 N. Queen Street
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Customer Number: 585229
DUE UPON RECEIPT
Late if not paid by August 20th

Amount Due: \$ 58,162.91

For billing questions, please email ARBilling@efleets.com or call
the Billing Solutions Team directly at: 1-866-556-2864

* Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	585229		2329T5 ¹	19 Ram1500 8012	2329T5-0520-X1	FINANCE CHARGE	5.54		5.54
08/05/20	585229		2329T5 ¹	19 Ram1500 8012	2329T5-0820-MR	MONTHLY LEASE CHARGES	369.48		369.48
Total Outstanding -Unit # 2329T5¹									\$375.02
08/05/20	585229	POOL	23BQ4G ¹	2020 Transit 5164	14265204-OT	OTHER CHARGE-SEE INVOICE	7.50		7.50
Total for Customer 585229									\$382.52
06/01/20	592179	PD	2329SC ¹	2019 Silverado 8663	2329SC-0520-X1	FINANCE CHARGE	6.89		6.89
08/05/20	592179	PD	2329SC ¹	2019 Silverado 8663	2329SC-0820-MR	MONTHLY LEASE CHARGES	459.56		459.56
Total Outstanding -Unit # 2329SC¹									\$466.45

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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	592179	PD	2329SM ¹	2019 Silverado 6202	2329SM-0520-X1	FINANCE CHARGE	6.89		6.89
08/05/20	592179	PD	2329SM ¹	2019 Silverado 6202	2329SM-0820-MR	MONTHLY LEASE CHARGES	459.56		459.56
Total Outstanding -Unit # 2329SM ¹									\$466.45
06/01/20	592179	PD	2329SV ¹	19 Ram1500 8013	2329SV-0520-X1	FINANCE CHARGE	5.52		5.52
08/05/20	592179	PD	2329SV ¹	19 Ram1500 8013	2329SV-0820-MR	MONTHLY LEASE CHARGES	367.76		367.76
Total Outstanding -Unit # 2329SV ¹									\$373.28
06/01/20	592179	PD	2329TB ¹	CID 33	2329TB-0520-X1	FINANCE CHARGE	11.06		11.06
08/05/20	592179	PD	2329TB ¹	CID 33	2329TB-0820-MR	MONTHLY LEASE CHARGES	737.46		737.46
Total Outstanding -Unit # 2329TB ¹									\$748.52
06/01/20	592179	PD	2329TP ¹	2019 Malibu 1169	2329TP-0520-X1	FINANCE CHARGE	4.80		4.80
08/05/20	592179	PD	2329TP ¹	2019 Malibu 1169	2329TP-0820-MR	MONTHLY LEASE CHARGES	320.21		320.21
Total Outstanding -Unit # 2329TP ¹									\$325.01
06/01/20	592179	PD	2329TZ ¹	2019 Malibu 3217	2329TZ-0520-X1	FINANCE CHARGE	4.80		4.80



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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
08/05/20	592179	PD	2329TZ ¹	2019 Malibu 3217	2329TZ-0820-MR	MONTHLY LEASE CHARGES	320.21		320.21
Total Outstanding -Unit # 2329TZ ¹									\$325.01
06/01/20	592179	PD	2329V5 ¹	2019 Malibu 2657	2329V5-0520-X1	FINANCE CHARGE	4.80		4.80
08/05/20	592179	PD	2329V5 ¹	2019 Malibu 2657	2329V5-0820-MR	MONTHLY LEASE CHARGES	320.21		320.21
Total Outstanding -Unit # 2329V5 ¹									\$325.01
06/01/20	592179	PD	2329V7 ¹	2019 Malibu 3462	2329V7-0520-X1	FINANCE CHARGE	4.80		4.80
08/05/20	592179	PD	2329V7 ¹	2019 Malibu 3462	2329V7-0820-MR	MONTHLY LEASE CHARGES	320.21		320.21
Total Outstanding -Unit # 2329V7 ¹									\$325.01
06/01/20	592179	PD	232M46 ¹	2019 Tahoe 2467	232M46-0520-X1	FINANCE CHARGE	11.69		11.69
08/05/20	592179	PD	232M46 ¹	2019 Tahoe 2467	232M46-0820-MR	MONTHLY LEASE CHARGES	779.60		779.60
Total Outstanding -Unit # 232M46 ¹									\$791.29
06/01/20	592179	PD	232M56 ¹	2019 Tahoe 2247	232M56-0520-X1	FINANCE CHARGE	11.61		11.61
08/05/20	592179	PD	232M56 ¹	2019 Tahoe 2247	232M56-0820-MR	MONTHLY LEASE CHARGES	774.21		774.21
Total Outstanding -Unit # 232M56 ¹									\$785.82

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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	592179	PD	232M5M'	2019 Tahoe 0700	232M5M-0520-X1	FINANCE CHARGE	11.65		11.65
08/05/20	592179	PD	232M5M'	2019 Tahoe 0700	232M5M-0820-MR	MONTHLY LEASE CHARGES	776.97		776.97
Total Outstanding -Unit # 232M5M'									\$788.62
06/01/20	592179	PD	232M5X'	2019 Tahoe 0764	232M5X-0520-X1	FINANCE CHARGE	11.65		11.65
08/05/20	592179	PD	232M5X'	2019 Tahoe 0764	232M5X-0820-MR	MONTHLY LEASE CHARGES	776.55		776.55
Total Outstanding -Unit # 232M5X'									\$788.20
08/05/20	592179	PD	23HSQV'	2020 Tahoe 6144	14341245-OT	OTHER CHARGE-SEE INVOICE	12,001.50		12,001.50
08/05/20	592179	PD	23HSQV'	2020 Tahoe 6144	14386447-OT	OTHER CHARGE-SEE INVOICE	29.75		29.75
08/05/20	592179	PD	23HSQV'	2020 Tahoe 6144	23HSQV-0720-MR	PARTIAL MONTH LEASE CHAR	491.23		491.23
08/05/20	592179	PD	23HSQV'	2020 Tahoe 6144	23HSQV-0820-MR	MONTHLY LEASE CHARGES	846.00		846.00
Total Outstanding -Unit # 23HSQV'									\$ 13,368.48
08/05/20	592179	PD	23HSQX'	2020 Tahoe 5971	14341235-OT	OTHER CHARGE-SEE INVOICE	12,001.50		12,001.50
08/05/20	592179	PD	23HSQX'	2020 Tahoe 5971	14386438-OT	OTHER CHARGE-SEE INVOICE	29.75		29.75
08/05/20	592179	PD	23HSQX'	2020 Tahoe 5971	23HSQX-0720-MR	PARTIAL MONTH LEASE CHAR	492.85		492.85
08/05/20	592179	PD	23HSQX'	2020 Tahoe 5971	23HSQX-0820-MR	MONTHLY LEASE CHARGES	848.80		848.80
Total Outstanding -Unit # 23HSQX'									\$ 13,372.90



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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
08/05/20	592179	PD	23HSR3 ¹	2020 Tahoe 5954	14341254-OT	OTHER CHARGE-SEE INVOICE	12,001.50		12,001.50
08/05/20	592179	PD	23HSR3 ¹	2020 Tahoe 5954	14386502-OT	OTHER CHARGE-SEE INVOICE	29.75		29.75
08/05/20	592179	PD	23HSR3 ¹	2020 Tahoe 5954	23HSR3-0720-MR	PARTIAL MONTH LEASE CHAR	489.48		489.48
08/05/20	592179	PD	23HSR3 ¹	2020 Tahoe 5954	23HSR3-0820-MR	MONTHLY LEASE CHARGES	843.00		843.00
Total Outstanding -Unit # 23HSR3 ¹									\$ 13,363.73
Total Cost Code PD									\$ 46,613.78
Total for Customer 592179									\$ 46,613.78
06/01/20	592181	HEALTH	23BQ4M ¹	2020 Malibu 0680	23BQ4M-0520-X1	FINANCE CHARGE	4.46		4.46
08/05/20	592181	HEALTH	23BQ4M ¹	2020 Malibu 0680	23BQ4M-0820-MR	MONTHLY LEASE CHARGES	297.64		297.64
Total Outstanding -Unit # 23BQ4M ¹									\$302.10
Total Cost Code HEALTH									\$302.10
06/01/20	592181	PARKS	233D62 ¹	2019 F250 7032	233D62-0520-X1	FINANCE CHARGE	7.63		7.63
08/05/20	592181	PARKS	233D62 ¹	2019 F250 7032	233D62-0820-MR	MONTHLY LEASE CHARGES	508.34		508.34
Total Outstanding -Unit # 233D62 ¹									\$515.97





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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	592181	PARKS	233FM5 ¹	2019 F250 7031	233FM5-0520-X1	FINANCE CHARGE	7.65		7.65
08/05/20	592181	PARKS	233FM5 ¹	2019 F250 7031	233FM5-0820-MR	MONTHLY LEASE CHARGES	510.20		510.20
Total Outstanding -Unit # 233FM5¹									\$517.85
06/01/20	592181	PARKS	233FM8 ¹	2019 F250 3216	233FM8-0520-X1	FINANCE CHARGE	7.47		7.47
08/05/20	592181	PARKS	233FM8 ¹	2019 F250 3216	233FM8-0820-MR	MONTHLY LEASE CHARGES	497.90		497.90
Total Outstanding -Unit # 233FM8¹									\$505.37
06/01/20	592181	PARKS	233P5K ¹	11283	233P5K-0520-X1	FINANCE CHARGE	8.62		8.62
08/05/20	592181	PARKS	233P5K ¹	11283	233P5K-0820-MR	MONTHLY LEASE CHARGES	574.97		574.97
Total Outstanding -Unit # 233P5K¹									\$583.59
06/01/20	592181	PARKS	23BXP ¹	2020 Silverado 4455	23BXP-0520-X1	FINANCE CHARGE	6.41		6.41
08/05/20	592181	PARKS	23BXP ¹	2020 Silverado 4455	23BXP-0820-MR	MONTHLY LEASE CHARGES	427.23		427.23
Total Outstanding -Unit # 23BXP¹									\$433.64
Total Cost Code PARKS									\$ 2,556.42



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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
08/05/20	592181	POOL	23BQ4G ¹	2020 Transit 5164	23BQ4G-0720-A-MR	MONTHLY LEASE CHARGES		- 631.78	- 631.78
				Total for Customer 592181				\$	2,226.74
06/01/20	592182	CONSTRUCTION	233FPC ¹	19 Silverado 9767	233FPC-0520-X1	FINANCE CHARGE	6.81		6.81
08/05/20	592182	CONSTRUCTION	233FPC ¹	19 Silverado 9767	233FPC-0820-MR	MONTHLY LEASE CHARGES	453.86		453.86
				Total Outstanding -Unit # 233FPC ¹					\$460.67
06/01/20	592182	CONSTRUCTION	233P5T ¹	11171	233P5T-0520-X1	FINANCE CHARGE	8.97		8.97
08/05/20	592182	CONSTRUCTION	233P5T ¹	11171	233P5T-0820-MR	MONTHLY LEASE CHARGES	598.32		598.32
				Total Outstanding -Unit # 233P5T ¹					\$607.29
06/01/20	592182	CONSTRUCTION	23BVT7 ¹	2020 Silverado 3806	23BVT7-0520-X1	FINANCE CHARGE	6.61		6.61
08/05/20	592182	CONSTRUCTION	23BVT7 ¹	2020 Silverado 3806	23BVT7-0820-MR	MONTHLY LEASE CHARGES	440.93		440.93
				Total Outstanding -Unit # 23BVT7 ¹					\$447.54
				Total Cost Code CONSTRUCTION				\$	1,515.50

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**FLEET MANAGEMENT****STATEMENT**

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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	592182	Code Enforcement	233FMS¹	2019 Silverado 6388	233FMS-0520-X1	FINANCE CHARGE	6.97		6.97
08/05/20	592182	Code Enforcement	233FMS¹	2019 Silverado 6388	233FMS-0820-MR	MONTHLY LEASE CHARGES	464.46		464.46
Total Outstanding -Unit # 233FMS¹									\$471.43
06/01/20	592182	Code Enforcement	233FPQ¹	19 Silverado 6897	233FPQ-0520-X1	FINANCE CHARGE	6.81		6.81
08/05/20	592182	Code Enforcement	233FPQ¹	19 Silverado 6897	233FPQ-0820-MR	MONTHLY LEASE CHARGES	453.86		453.86
Total Outstanding -Unit # 233FPQ¹									\$460.67
Total Cost Code Code Enforcement									\$932.10
06/01/20	592182	ENGINEERING	233FPK¹	19 Silverado 6527	233FPK-0520-X1	FINANCE CHARGE	6.81		6.81
08/05/20	592182	ENGINEERING	233FPK¹	19 Silverado 6527	233FPK-0820-MR	MONTHLY LEASE CHARGES	453.86		453.86
Total Outstanding -Unit # 233FPK¹									\$460.67
Total Cost Code ENGINEERING									\$460.67
06/01/20	592182	FLEET	23398W¹	2019 Malibu 2969	23398W-0520-X1	FINANCE CHARGE	4.50		4.50
08/05/20	592182	FLEET	23398W¹	2019 Malibu 2969	23398W-0820-MR	MONTHLY LEASE CHARGES	299.88		299.88
Total Outstanding -Unit # 23398W¹									\$304.38



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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
					Total Cost Code	FLEET			\$304.38
06/01/20	592182	POOL	233D5X ¹	2019 Malibu 4206	233D5X-0520-X1	FINANCE CHARGE	4.50		4.50
08/05/20	592182	POOL	233D5X ¹	2019 Malibu 4206	233D5X-0820-MR	MONTHLY LEASE CHARGES	299.88		299.88
					Total Outstanding -Unit # 233D5X¹				\$304.38
					Total Cost Code	POOL			\$304.38
06/01/20	592182	WATERDIST	233FN7 ¹	2019 Silverado 8216	233FN7-0520-X1	FINANCE CHARGE	6.97		6.97
08/05/20	592182	WATERDIST	233FN7 ¹	2019 Silverado 8216	233FN7-0820-MR	MONTHLY LEASE CHARGES	464.46		464.46
					Total Outstanding -Unit # 233FN7¹				\$471.43
06/01/20	592182	WATERDIST	233FNQ ¹	2019 Silverado 8658	233FNQ-0520-X1	FINANCE CHARGE	6.97		6.97
08/05/20	592182	WATERDIST	233FNQ ¹	2019 Silverado 8658	233FNQ-0820-MR	MONTHLY LEASE CHARGES	464.34		464.34
					Total Outstanding -Unit # 233FNQ¹				\$471.31
					Total Cost Code	WATERDIST			\$942.74

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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/01/20	592182	WWTREAT	233FMW ¹	2019 Silverado 7182	233FMW-0520-X1	FINANCE CHARGE	6.97		6.97
08/05/20	592182	WWTREAT	233FMW ¹	2019 Silverado 7182	233FMW-0820-MR	MONTHLY LEASE CHARGES	464.46		464.46
Total Outstanding -Unit # 233FMW ¹									\$471.43
06/01/20	592182	WWTREAT	233FNZ ¹	19 Silverado 8580	233FNZ-0520-X1	FINANCE CHARGE	6.81		6.81
08/05/20	592182	WWTREAT	233FNZ ¹	19 Silverado 8580	233FNZ-0820-MR	MONTHLY LEASE CHARGES	453.86		453.86
Total Outstanding -Unit # 233FNZ ¹									\$460.67
06/01/20	592182	WWTREAT	233FP3 ¹	19 Silverado 8214	233FP3-0520-X1	FINANCE CHARGE	6.81		6.81
08/05/20	592182	WWTREAT	233FP3 ¹	19 Silverado 8214	233FP3-0820-MR	MONTHLY LEASE CHARGES	453.86		453.86
Total Outstanding -Unit # 233FP3 ¹									\$460.67
06/01/20	592182	WWTREAT	23BXFT ¹	2020 Silverado 4172	23BXFT-0520-X1	FINANCE CHARGE	6.63		6.63
08/05/20	592182	WWTREAT	23BXFT ¹	2020 Silverado 4172	23BXFT-0820-MR	MONTHLY LEASE CHARGES	441.89		441.89
Total Outstanding -Unit # 23BXFT ¹									\$448.52
Total Cost Code WWTREAT									\$ 1,841.29
Total for Customer 592182									\$ 6,301.06



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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
08/05/20	592219		23BQ49 ¹	FD Chief	23BQ49-0820-MR	MONTHLY LEASE CHARGES	623.10		623.10
08/05/20	592219	FIRE	2343BH ¹	2019 Silverado 2500 4367	14297588-OT	OTHER CHARGE-SEE INVOICE	25.00		25.00
08/05/20	592219	FIRE	2343BH ¹	2019 Silverado 2500 4367	14297598-OT	OTHER CHARGE-SEE INVOICE	9.50		9.50
06/01/20	592219	FIRE	2343BH ¹	2019 Silverado 2500 4367	2343BH-0520-X1	FINANCE CHARGE	11.50		11.50
08/05/20	592219	FIRE	2343BH ¹	2019 Silverado 2500 4367	2343BH-0820-MR	MONTHLY LEASE CHARGES	766.96		766.96
Total Outstanding -Unit # 2343BH ¹									\$812.96
08/05/20	592219	FIRE	23BQ44 ¹	FD Asst. Chief	23BQ44-0820-MR	MONTHLY LEASE CHARGES	724.60		724.60
Total Cost Code FIRE									\$ 1,537.56
Total for Customer 592219									\$ 2,160.66
06/01/20	592779	EMERGENCY MGMT	23BVTT ¹	2020 Silverado 6314	23BVTT-0520-X1	FINANCE CHARGE	7.07		7.07
08/05/20	592779	EMERGENCY MGMT	23BVTT ¹	2020 Silverado 6314	23BVTT-0820-MR	MONTHLY LEASE CHARGES	471.08		471.08
Total Outstanding -Unit # 23BVTT ¹									\$478.15
Total Cost Code EMERGENCY MGMT									\$478.15
Total for Customer 592779									\$478.15





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Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
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Balance Summary

(Excluding Prepaid Charges & Prepaid Payments)

Previous Balance	\$42,058.67
Current Month Charges	57,907.26
Payments Received (1)	- 41,803.02
Adjustments Made	0.00
Finance Charges	0.00
BALANCE DUE-Pay This	\$58,162.91

*Past due Items are subject to a Finance Charge of 1.5% per Month (annual rate of 18%).

	0-30	31-60	61-90	Over 90	Dispute	Total
# of Items	53	0	35	0	0	88
Amount	57,907.26	0.00	255.65	0.00	0.00	58,162.91

Note: This Aging Summary excludes Prepayments

Remittance Advice - Statement
Please Return With Payment

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DUE UPON RECEIPT, Late if not paid by August 20th

Customer:
CITY OF PALESTINE

Total Charges

\$58,162.91

Mail Payment To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Amount Remitted

For billing questions, please email ARBilling@efleets.com or call
the Billing Solutions Team directly at: 1-866-556-2864

Line	Cust Ref	Unit #	Invoice Number	Trn Date	Desc	Charges	Consolidated Invoice No.
1	585229	2329T5 ¹	2329T5-0520-X1	06/01/20	FINANCE	5.54	
2	585229	2329T5 ¹	2329T5-0820-MR	08/05/20	Invoice	369.48	FBN4004576
3	585229	23BQ4G ¹	14265204-OT	08/05/20	Invoice	7.50	FBN4004576
4	592179	2329SC ¹	2329SC-0520-X1	06/01/20	FINANCE	6.89	
5	592179	2329SC ¹	2329SC-0820-MR	08/05/20	Invoice	459.56	FBN4004576
6	592179	2329SM ¹	2329SM-0520-X1	06/01/20	FINANCE	6.89	
7	592179	2329SM ¹	2329SM-0820-MR	08/05/20	Invoice	459.56	FBN4004576
8	592179	2329SV ¹	2329SV-0520-X1	06/01/20	FINANCE	5.52	
9	592179	2329SV ¹	2329SV-0820-MR	08/05/20	Invoice	367.76	FBN4004576
10	592179	2329TB ¹	2329TB-0520-X1	06/01/20	FINANCE	11.06	
11	592179	2329TB ¹	2329TB-0820-MR	08/05/20	Invoice	737.46	FBN4004576
12	592179	2329TP ¹	2329TP-0520-X1	06/01/20	FINANCE	4.80	
13	592179	2329TP ¹	2329TP-0820-MR	08/05/20	Invoice	320.21	FBN4004576
14	592179	2329TZ ¹	2329TZ-0520-X1	06/01/20	FINANCE	4.80	
15	592179	2329TZ ¹	2329TZ-0820-MR	08/05/20	Invoice	320.21	FBN4004576
16	592179	2329V5 ¹	2329V5-0520-X1	06/01/20	FINANCE	4.80	
17	592179	2329V5 ¹	2329V5-0820-MR	08/05/20	Invoice	320.21	FBN4004576
18	592179	2329V7 ¹	2329V7-0520-X1	06/01/20	FINANCE	4.80	
19	592179	2329V7 ¹	2329V7-0820-MR	08/05/20	Invoice	320.21	FBN4004576
20	592179	232M46 ¹	232M46-0520-X1	06/01/20	FINANCE	11.69	
21	592179	232M46 ¹	232M46-0820-MR	08/05/20	Invoice	779.60	FBN4004576
22	592179	232M56 ¹	232M56-0520-X1	06/01/20	FINANCE	11.61	
23	592179	232M56 ¹	232M56-0820-MR	08/05/20	Invoice	774.21	FBN4004576
24	592179	232M5M ¹	232M5M-0520-X1	06/01/20	FINANCE	11.65	
25	592179	232M5M ¹	232M5M-0820-MR	08/05/20	Invoice	776.97	FBN4004576
26	592179	232M5X ¹	232M5X-0520-X1	06/01/20	FINANCE	11.65	
27	592179	232M5X ¹	232M5X-0820-MR	08/05/20	Invoice	776.55	FBN4004576

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Remittance Advice - Statement
Please Return With Payment

Page: 2
Statement Number: 2655
Statement Date: 08/05/2020
Customer Number: 585229
DUE UPON RECEIPT, Late if not paid by August 20th

Customer:
CITY OF PALESTINE

Total Charges

\$58,162.91

Mail Payment To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Amount Remitted _____

For billing questions, please email ARBilling@efleets.com or call
the Billing Solutions Team directly at: 1-866-556-2864

Line	Cust Ref	Unit #	Invoice Number	Trn Date	Desc	Charges	Consolidated Invoice No.
28	592179	23HSQV¹	14341245-OT	08/05/20	Invoice	12,001.50	FBN4004576
29	592179	23HSQV¹	14386447-OT	08/05/20	Invoice	29.75	FBN4004576
30	592179	23HSQV¹	23HSQV-0720-MR	08/05/20	Invoice	491.23	FBN4004576
31	592179	23HSQV¹	23HSQV-0820-MR	08/05/20	Invoice	846.00	FBN4004576
32	592179	23HSQX¹	14341235-OT	08/05/20	Invoice	12,001.50	FBN4004576
33	592179	23HSQX¹	14386438-OT	08/05/20	Invoice	29.75	FBN4004576
34	592179	23HSQX¹	23HSQX-0720-MR	08/05/20	Invoice	492.85	FBN4004576
35	592179	23HSQX¹	23HSQX-0820-MR	08/05/20	Invoice	848.80	FBN4004576
36	592179	23HSR3¹	14341254-OT	08/05/20	Invoice	12,001.50	FBN4004576
37	592179	23HSR3¹	14386502-OT	08/05/20	Invoice	29.75	FBN4004576
38	592179	23HSR3¹	23HSR3-0720-MR	08/05/20	Invoice	489.48	FBN4004576
39	592179	23HSR3¹	23HSR3-0820-MR	08/05/20	Invoice	843.00	FBN4004576
40	592181	23BQ4M¹	23BQ4M-0520-X1	06/01/20	FINANCE	4.46	
41	592181	23BQ4M¹	23BQ4M-0820-MR	08/05/20	Invoice	297.64	FBN4004576
42	592181	233D62¹	233D62-0520-X1	06/01/20	FINANCE	7.63	
43	592181	233D62¹	233D62-0820-MR	08/05/20	Invoice	508.34	FBN4004576
44	592181	233FM5¹	233FM5-0520-X1	06/01/20	FINANCE	7.65	
45	592181	233FM5¹	233FM5-0820-MR	08/05/20	Invoice	510.20	FBN4004576
46	592181	233FM8¹	233FM8-0520-X1	06/01/20	FINANCE	7.47	
47	592181	233FM8¹	233FM8-0820-MR	08/05/20	Invoice	497.90	FBN4004576
48	592181	233P5K¹	233P5K-0520-X1	06/01/20	FINANCE	8.62	
49	592181	233P5K¹	233P5K-0820-MR	08/05/20	Invoice	574.97	FBN4004576
50	592181	23BXFP¹	23BXFP-0520-X1	06/01/20	FINANCE	6.41	
51	592181	23BXFP¹	23BXFP-0820-MR	08/05/20	Invoice	427.23	FBN4004576
52	592181	23BQ4G¹	23BQ4G-0720-A-MR	08/05/20	INV CREDIT	-631.78	FBN4004576
53	592182	233FPC¹	233FPC-0520-X1	06/01/20	FINANCE	6.81	
54	592182	233FPC¹	233FPC-0820-MR	08/05/20	Invoice	453.86	FBN4004576

Remittance Advice - Statement
Please Return With Payment

Page: 3
Statement Number: 2655
Statement Date: 08/05/2020
Customer Number: 585229
DUE UPON RECEIPT, Late if not paid by August 20th

Customer:
CITY OF PALESTINE

Total Charges

\$58,162.91

Mail Payment To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Amount Remitted

For billing questions, please email ARBilling@efleets.com or call
the Billing Solutions Team directly at: 1-866-556-2864

Line	Cust Ref	Unit #	Invoice Number	Trn Date	Desc	Charges	Consolidated Invoice No.
55	592182	233P5T ¹	233P5T-0520-X1	06/01/20	FINANCE	8.97	
56	592182	233P5T ¹	233P5T-0820-MR	08/05/20	Invoice	598.32	FBN4004576
57	592182	23BVT7 ¹	23BVT7-0520-X1	06/01/20	FINANCE	6.61	
58	592182	23BVT7 ¹	23BVT7-0820-MR	08/05/20	Invoice	440.93	FBN4004576
59	592182	233FMS ¹	233FMS-0520-X1	06/01/20	FINANCE	6.97	
60	592182	233FMS ¹	233FMS-0820-MR	08/05/20	Invoice	464.46	FBN4004576
61	592182	233FPQ ¹	233FPQ-0520-X1	06/01/20	FINANCE	6.81	
62	592182	233FPQ ¹	233FPQ-0820-MR	08/05/20	Invoice	453.86	FBN4004576
63	592182	233FPK ¹	233FPK-0520-X1	06/01/20	FINANCE	6.81	
64	592182	233FPK ¹	233FPK-0820-MR	08/05/20	Invoice	453.86	FBN4004576
65	592182	23398W ¹	23398W-0520-X1	06/01/20	FINANCE	4.50	
66	592182	23398W ¹	23398W-0820-MR	08/05/20	Invoice	299.88	FBN4004576
67	592182	233D5X ¹	233D5X-0520-X1	06/01/20	FINANCE	4.50	
68	592182	233D5X ¹	233D5X-0820-MR	08/05/20	Invoice	299.88	FBN4004576
69	592182	233FN7 ¹	233FN7-0520-X1	06/01/20	FINANCE	6.97	
70	592182	233FN7 ¹	233FN7-0820-MR	08/05/20	Invoice	464.46	FBN4004576
71	592182	233FNQ ¹	233FNQ-0520-X1	06/01/20	FINANCE	6.97	
72	592182	233FNQ ¹	233FNQ-0820-MR	08/05/20	Invoice	464.34	FBN4004576
73	592182	233FMW ¹	233FMW-0520-X1	06/01/20	FINANCE	6.97	
74	592182	233FMW ¹	233FMW-0820-MR	08/05/20	Invoice	464.46	FBN4004576
75	592182	233FNZ ¹	233FNZ-0520-X1	06/01/20	FINANCE	6.81	
76	592182	233FNZ ¹	233FNZ-0820-MR	08/05/20	Invoice	453.86	FBN4004576
77	592182	233FP3 ¹	233FP3-0520-X1	06/01/20	FINANCE	6.81	
78	592182	233FP3 ¹	233FP3-0820-MR	08/05/20	Invoice	453.86	FBN4004576
79	592182	23BXFT ¹	23BXFT-0520-X1	06/01/20	FINANCE	6.63	
80	592182	23BXFT ¹	23BXFT-0820-MR	08/05/20	Invoice	441.89	FBN4004576
81	592219	23BQ49 ¹	23BQ49-0820-MR	08/05/20	Invoice	623.10	FBN4004576

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Remittance Advice - Statement

Please Return With Payment

Page: 4
Statement Number: 2655
Statement Date: 08/05/2020
Customer Number: 585229

Customer:
CITY OF PALESTINE

Mail Payment To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Total Charges	\$58,162.91
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Amount Remitted

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team directly at: 1-866-556-2864

[illegible]



Agenda Date: September 28, 2020
To: City Council
From: Patsy Smith, Parks and Recreation Director
Agenda Item: Hog Hunting Agreement
Date Submitted: 09/22/2020

SUMMARY:

Newly written hog hunting agreement to allow hunters to hunt on City owned property by use of dogs to trap and capture wild hogs. This form was recently approved by City Attorney.

RECOMMENDED ACTION:

To approve the Hog Hunting Agreement.

CITY MANAGER APPROVAL:

The wild hogs are causing damage at the cemetery. Several hunters have reached out wanting permission to remove the hogs. I recommend the agreement's approval allowing management to contract with hunters to remove feral hogs from city-owned property.

Attachments

Hog Agreement

HUNTING LEASE AGREEMENT

This Hunting Lease Agreement (Lease) is entered on this _____ day of September 2020, by and between the City of Palestine, Texas (Landowner) and _____ (Hunter(s)). Landowner and Hunter(s) may collectively be referred to as the "Parties".

The "Parties" agrees as follows: The Hunter hereby agrees to hunt in compliance with all the United States' laws and regulations and the State of Texas. Hunting practices will take place on the following tracts of land described below:

Memorial Cemetery located on Moody Street, Palestine Texas.

Purpose: Hunter(s) may only be on City-owned property listed above for the sole purpose of hunting with dogs to trap wild hogs. The Hunter(s) shall only be allowed to use dogs and be on foot to track the wild hogs. The Hunter(s) are not allowed to use any type of firearm within the City limits per City Ordinance Section 74-2. Hunter(s) are also not allowed to use any ATV or all-terrain vehicles while in the City-owned cemetery. Time is of the essence as the hogs are damaging public property.

Disposal of Wild Hogs: Hunter(s) will be responsible for removing any dead or live hogs from the City-owned property. Hunter(s) will not be allowed to gut or dispose of any part of the hogs on City-owned property, not even in the wooded area. Hunter(s) will need to provide the Landowner with how many hogs were captured and removed each night.

The Landowner will not be responsible for what the Hunter(s) do with the meat of the wild hogs. The Landowner is only having the Hunter(s) to remove the wild hogs from the property due to the damage they are causing. The Landowner will also not be liable for any injuries that may occur during the use of the property by the Hunter(s). **The Hunter(s) will be utilizing the City-owned property at their own risk. The Hunter(s) will be liable for themselves and for anyone they bring onto the property.**

Hunter(s) will respect the Landowners property and will be liable for any damage they cause to any headstones, which was a direct result in the hunting.

Passed and Approved by the City Council of the City of Palestine, Texas, at a regular meeting held on this 28th of September 2020.

Hunter(s) Information:

Name: _____

Address: _____

Phone: _____

Email: _____

City Information:

City of Palestine

Attn: City Secretary

504 N. Queen Street

Palestine, Texas 75801

(903) 731-8414

Hunter(s) Signature

Teresa Herrera
Interim City Manager

APPROVED AS TO FORM:

/s/ Gary Landers

Gary Landers

City Attorney



Agenda Date: September 28, 2020
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Discuss and consider seeking sealed bids for parts only for Ben Milam waterline replacement
Date Submitted: 09/22/2020

SUMMARY:

Discuss and consider seeking sealed bids for parts only on Ben Milam Street waterline replacement.

RECOMMENDED ACTION:

Recommend consent to seek sealed bids for parts only on Ben Milam Street waterline replacement.

CITY MANAGER APPROVAL:

Attachments

Parts for Ben Milam waterline replacement

Material's for water line on Ben Milam St.

Qty Parts

2,200	8" C900 Water pipe
100'	6" C900
60'	4" C900
60'	2" Service tubing
3	AVK F/h, 4' bury, painted silver with Storz fitting
3	2" IP x IP Gate valve square head
1	8" x 8" MJ x MJ x MJ Swivel tee
6	8" x 6" MJ x MJ x MJ Swivel tee's
2	8" MJ x MJ Resilient Wedge gate valves
6	6" MJ x MJ Resilient Wedge gate Valve
1	8" MJ x flange Resilient Wedge gate valve
1	6" x 4" MJ x MJ reducer
3	6" x 2" ip tapping saddle
4	4" Mega lug kits
30	8" Pipe restraint kits comparable to Mega lug
1	8" MJ cap
3	6" MJ x MJ ancor coupling
1	8" MJ x MJ anchor coupling
15	6"x1" CC tapping saddle, SS bands, epoxy coated
15	1" CC corp x CTS
400'	1" service tubing
50	1" SS stiffeners
6	2" SS stiffeners
3	2" male IP x CTS Adapter
3	2" meter flange x CTS cut off angle
14	1" CTS x 3/4 " meter nut, angle cutoff
1	1" CTS x 1" meter nut, angle cutoff
3	Jumbo meter box solid blue lid
15	Square meter boxes with solid blue lids
1	8" Hymax
1	6" Hymax
2500'	blue tracer wire 500' rolls
3	Gal Pipe lube
11	valve boxes with water lid



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: Ordinance adopting the FY 2020-2021 Annual Budget
Date Submitted:

SUMMARY:

- The proposed budget for Fiscal Year 2020-2021 has been worked on by staff including Interim City Manager and Interim Finance Director and has been thoroughly researched.
- Public hearing was held on September 21st; there was no public input.
- Several publicly-noticed work sessions were held.

RECOMMENDED ACTION:

Staff recommends Council approve the Annual Budget for Fiscal Year 2020-2021.

CITY MANAGER APPROVAL:

Attachments

Budget Ordinance

ORDINANCE NO. O--20

AN ORDINANCE APPROVING AND ADOPTING THE OPERATING AND CAPITAL BUDGET OF THE CITY OF PALESTINE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; MAKING APPROPRIATIONS AS REFLECTED IN SAID BUDGET; AND MAKING FINDINGS RELATING TO THE BUDGET.

WHEREAS, on the 20th day of August, 2020, the City Manager filed with the City Secretary a proposed budget and an explanatory budget message of the City of Palestine for the fiscal year 2020-2021 in accordance with Article VII of the City Charter and Local Government Code §102.005, and the budget was also posted on the city's internet website on that date, making the budget available for inspection by any person; and

WHEREAS, pursuant to notice required by City Charter and State Law, a public hearing on the budget was held at a special meeting place of the City Council at City Hall, 504 N. Queen St., Palestine, Texas, on the day of September 21, 2020, at which hearing all citizens and taxpayers of the City had the right to be heard and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council's judgment are warranted, are permitted by law, and are in the best interest of the citizens and taxpayers of the City of Palestine:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALESTINE:

I.

The facts and recitals set forth in the preamble to this Ordinance are hereby found to be true and correct.

II.

In accordance with the statutes of the State of Texas and the Charter of the City of Palestine, the City Council hereby approves and adopts the budget attached hereto and incorporated herein as Exhibit A, a total operating budget of \$35,876,512, appropriating the following operating expenditures and debt service payments for each respective fund: composed of the operating expenditures and debt service for:

General Fund	\$14,825,901
Community Forest.....	14,699
Library Donation Fund.....	8,500
Fire Donation Fund.....	6,000
Hotel Occupancy Tax	397,112
Loop 256 Tree Project.....	44
Palestine Economic Development Corporation	1,721,262
Airport Fund.....	50,206
Court Building Security	9,000

ORDINANCE NO. O--20

Court Technology	4,467
Child Safety Fee Fund.....	1,000
Debt Service	1,406,406
Forfeiture/Seizure Fund.....	60,000
Perpetual Cemetery	10,000
2014 Tax Note Street.....	528,699
Dedicated Sales Tax Street Repair.....	500,000
LEOSE Grant.....	5,500
Health Insurance	25,200
Vehicle Replacement	25,000
Utility Fund	8,922,447
Utility Debt Service Fund.....	1,530,137
Sanitation	3,078,563
Retail	472,371
Special Events Funds	32,639
Library CIP Fund.....	41,359
Utility CIP Fund.....	2,200,000

The City Council authorizes the City Manager to direct transfers among funds as budgeted. Expenditure of the funds of the City shall be made in compliance with budget and applicable state law; except, however, in case of grave public necessity emergency expenditures to meet urgent and unforeseen conditions, affecting life, health, property or the public peace, may from time to time be authorized by the City Council as amendments to the original budget. The City Secretary is hereby directed to keep such budget on file as a public record, post the budget on the City's website, and to file a copy with the County Clerk of Anderson County.

III.

In support of said budget and by virtue of its adoption, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City of Palestine the amounts set forth in said budget for the purposes stated therein.

IV.

The City Manager is authorized to take all reasonable and necessary steps to implement the budgeted services, expending up to \$25,000 per project without further City Council review. The City Manager is authorized to approve emergency purchases to meet urgent and unforeseen conditions, affecting life, health, property or the public peace, to be publicly disclosed on the next available City Council agenda. The City Manager is authorized to transfer unencumbered balances, or portions thereof, from one budget account to another budget account within the same fund.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 28th day of September, 2020.

ORDINANCE NO. O--20

STEVE PRESLEY
MAYOR

ATTEST:

APPROVED AS TO FORM:

TERESA HERRERA
CITY SECRETARY

GARY LANDERS
CITY ATTORNEY



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: Ordinance proposed Tax Rate of \$0.683774 per \$100
Date Submitted:

SUMMARY:

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the City of Palestine from the same properties in both 2019 tax year and the 2020 tax year. The proposed tax rate is \$0.683774 per \$100 of taxable value. The ordinance includes the adoption of the tax rate's respective portions for general operations and debt service.

City Council held a public hearing to receive input from citizens wishing to comment on the proposed tax rate. City Council did not take action during public hearing held on September 21st at 5:30 PM at City Hall, 504 N. Queen Street, Palestine, TX.

RECOMMENDED ACTION:

Staff recommends Council make three separate motions:

- a) To adopt a maintenance and operation rate of \$0.555678/\$100
- b) To adopt a debt service rate of \$0.128096/\$100
- c) To adopt the proposed tax rate of \$0.683774/\$100 (record vote)

CITY MANAGER APPROVAL:

Attachments

Ordinance Tax Rate

ORDINANCE NO. O--20

AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES BY THE CITY OF PALESTINE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, Section 26.05 of the Texas Property Code provides that by September 30, or as soon thereafter as practicable, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components, one of which will impose the amount of taxes needed to pay the unit's debt service and the other of which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year, each of the components must be approved separately; and

WHEREAS, the proposed ad valorem tax rate of \$0.683774 for the tax year 2020, consists of two such components, a rate of \$0.555678 to fund maintenance and operations expenditures, and \$0.128096 for debt service; and

WHEREAS, public hearing was held at meeting of said City Council on September 21, 2020, at which hearing all citizens and taxpayers of the City had the right to be heard and those who requested to be heard were heard; and

WHEREAS, by separate motions heretofore adopted by the City Council of the City of Palestine, Texas, at a meeting of the City Council held on this 28th day of September, 2020, said City Council has approved separately the rate of each of the components; and

WHEREAS, having thus separately approved the rate for each of such components, it is necessary and appropriate for the City Council to now formally adopt a 2020 tax rate ordinance for the City of Palestine, Texas:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALESTINE:

I.

The facts and recitals set forth in the preamble to this Ordinance are hereby found to be true and correct.

II.

There is hereby levied by the City of Palestine, Texas, for the tax year 2020 an ad valorem tax of \$0.683774 on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits upon which an ad valorem tax is

authorized by law to be levied by the City of Palestine, Texas, which taxes shall be apportioned to the following purposes:

- (a) For the maintenance and support of the general government (General Fund), on each \$100 valuation of property:

\$0.555678

- (b) For the purpose of paying the accruing interest on, and to provide a sinking fund for the payment for, the bonded indebtedness of the City of Palestine, Texas, on each \$100 valuation of property:

\$0.128096

III.

All ad valorem taxes levied hereby shall be due and payable on or before January 31, 2020. All ad valorem taxes due the City of Palestine, Texas, for the year 2019 not paid before January 31, 2020 shall bear penalty and interest as prescribed by the Texas Property Tax Code.

IV.

THIS BUDGET WILL RAISE THE SAME AMOUNT OF REVENUE FROM PROPERTY TAXES AS LAST YEAR'S BUDGET.

V.

All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 28th day of September, 2020.

STEVE PRESLEY
MAYOR

ATTEST:

APPROVED AS TO FORM:

TERESA HERRERA
CITY SECRETARY

GARY LANDERS
CITY ATTORNEY



Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: Discuss and take action regarding establishment of TIRZ
Date Submitted: 09/23/2020

SUMMARY:

Discuss and take action regarding establishment of TIRZ

RECOMMENDED ACTION:

Approval to establish TIRZ, as discussed in presentation in work session, prior to 12/31/2020. PEDC has approved payment of up to \$45,000 to TXP for feasibility and implementation, contingent upon council approval to create the zone(s). Council would be responsible for related legal expenses associated with the TIRZ.

CITY MANAGER APPROVAL:

Discuss and take action regarding establishment of TIRZ

Attachments

TXP Agreement



September 11, 2020

Ms. Lisa Denton
Director of Economic Development
Palestine Economic Development Corporation
100 Willow Creek Parkway, Suite A
Palestine, Texas 75801

Ms. Denton,

Thank you for the opportunity to provide consulting services to the City of Palestine (the Client) related to creating a tax increment reinvestment zone (TIRZ). This letter summarizes our conversations regarding this project and can serve as the **CONTRACT** between the Client and TXP, Inc.

CONTRACT SCOPE OF SERVICES

See attached TXP RFP response.

CONTRACT PROFESSIONAL FEE & PAYMENT SCHEDULE

The professional fee for a **single large TIRZ project and location** will be a fixed price fee of **\$45,000**. This fee includes all "normal" costs of doing business. Any travel expenses and other Client approved costs (ex. data from a third-party) will be billed at cost to the client not to exceed a total of **\$2,500**. TXP will be paid within 30 days of submitting an invoice.

Task	Cost
Feasibility Assessment Subtotal	\$25,000
Implementation Subtotal	\$20,000
Total	\$45,000

If this document accurately summarizes the terms of our contract please sign below on this and the attached copy. Retain one copy for your records and return one to me.

Best regards,

A handwritten signature in blue ink, appearing to read "Travis D. James", is written over a light blue horizontal line.

Travis D. James
Vice President

Ms. Lisa Denton
Director of Economic Development
Date:



CONTRACT PROVISIONS

AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for Contractor (TXP, Inc.) to proceed with the work defined above in the Scope of Services, unless otherwise provided for in a separate written agreement executed by CLIENT and TXP.

OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Contractor's administrative costs, as negotiated.

ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association currently in force. Either CLIENT or TXP may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

LEGAL EXPENSES

In the event legal action is brought by CLIENT or TXP against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

LIMITATION OF LIABILITY

Contractor's liability to CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

TXP reserves the right to make changes, corrections and/or improvements at any time and without notice. In addition, TXP disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies. TXP disclaims any liability due to errors, omissions or discrepancies made by third parties whose material TXP relied on in good faith to produce the report.

Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to



change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.

PAYMENT TO CONTRACTOR

Invoices will be submitted by TXP for all work performed under the terms of this agreement, together with appropriate supporting documentation as may be required by the CLIENT. TXP will be paid (within 30 days) upon approval of the invoice.

ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by TXP if authorized in writing by CLIENT. Additional services will be paid for by CLIENT, as negotiated.

SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

INTELLECTUAL PROPERTY OWNERSHIP

TXP retains sole ownership of the proprietary methodologies, models, and equations used to fulfill the contract. CLIENT shall not have or obtain any rights in such proprietary methodologies, models, or equations except pursuant to a separate written agreement executed by CLIENT and TXP. It is at TXP's sole discretion to provide this information and documentation to CLIENT.

SEVERABILITY

If any of the provisions of this Authorization shall be held invalid or unenforceable, this Authorization shall be construed as if not containing those provisions and the rights and obligations of CLIENT and TXP under this Authorization shall be construed and enforced accordingly.



Agenda Date: September 28, 2020
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Discuss and consider hangar addition for Gleason Romans at Palestine Municipal Airport
Date Submitted: 09/22/2020

SUMMARY:

Discuss and consider information provided for hangar addition at Palestine Municipal Airport for Gleason Romans .

Information is available as attachment.

RECOMMENDED ACTION:

Recommend consent for Gleason Romans to pursue hangar addition at Palestine Municipal Airport.

CITY MANAGER APPROVAL:

Attachments

Hangar request

MODEL: Q60-24
CUST. NAME: Gleason Romans
ORDER NUMBER: 96661

GENERAL NOTES:

1. NO LOADS OTHER THAN THOSE GIVEN UNDER "DESIGN DATA" BELOW BE IMPOSED ON THE "STRUCTURE"
2. THE FOUNDATION ON THE DRAWING IS A SUGGESTED SOLUTION ONLY. CHANGES MAY BE NECESSARY DUE TO LOCAL BUILDING REGULATIONS.
3. THE FOUNDATION SHALL BE FOUNDED ON NATURAL UNDISTURBED SOIL CAPABLE OF SAFELY SUSTAINING 1500 PSF. AND AT LEAST 12 IN. BELOW FINISHED GRADE.
4. SLAB ON GRADE SHALL BE PLACED ON SOIL CAPABLE OF SUSTAINING 500 PSF. WITHOUT APPROPRIATE SETTLEMENT.
5. BUILDING MUST BE GROUTED INTO TROUGH, INSIDE AND OUT TO MAINTAIN STRUCTURAL INTEGRITY EXCEPT WHEN USING WELDED BASE PLATE CONNECTORS.
6. CROSS TIES MUST BE INCASED IN CONCRETE WHEN CONCRETE SLAB IS NOT USED

ARCH DATA:

DESIGN DATA:

STEEL GAGE: 20
50 KSI MIN. YIELD
GALVALUME SHEET STEEL
LIVE LOAD: 23 PSF
ULTIMATE WIND SPEED: 112 MPH

MATERIALS:

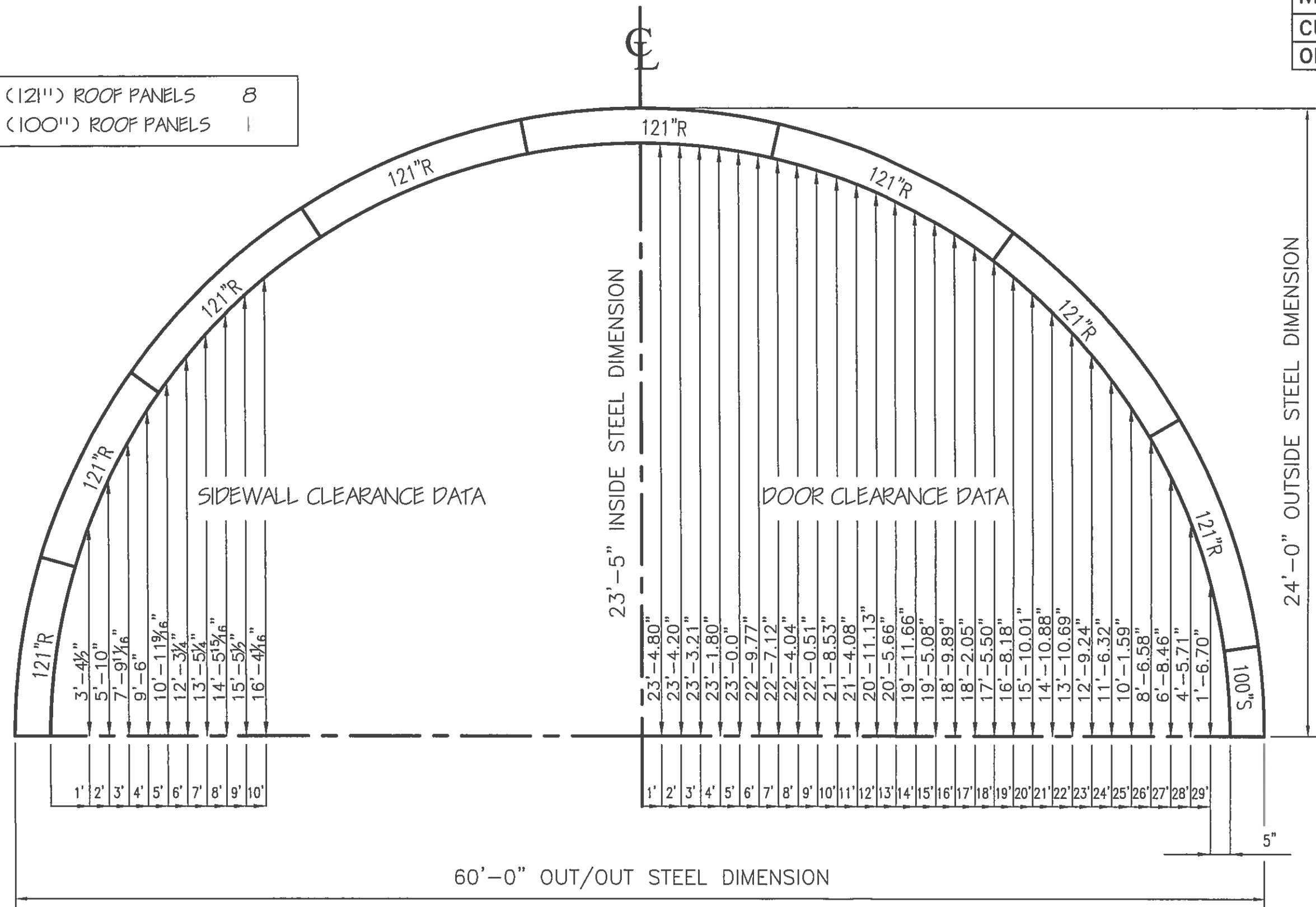
1. CONCRETE STRENGTH AT 28 DAYS TO BE 2500 PSI
2. REINFORCING STEEL TO BE DEFORMED BARS. GRADE 60
3. ALL MATERIALS SHALL CONFORM TO THE APPROPRIATE ASTM SPECIFICATIONS.

ARCH PROFILE

ONE ENDWALL SOLID & ONE ENDWALL WITH A SLIDING DOOR

SCALE: NTS SHEET: 1 OF 7

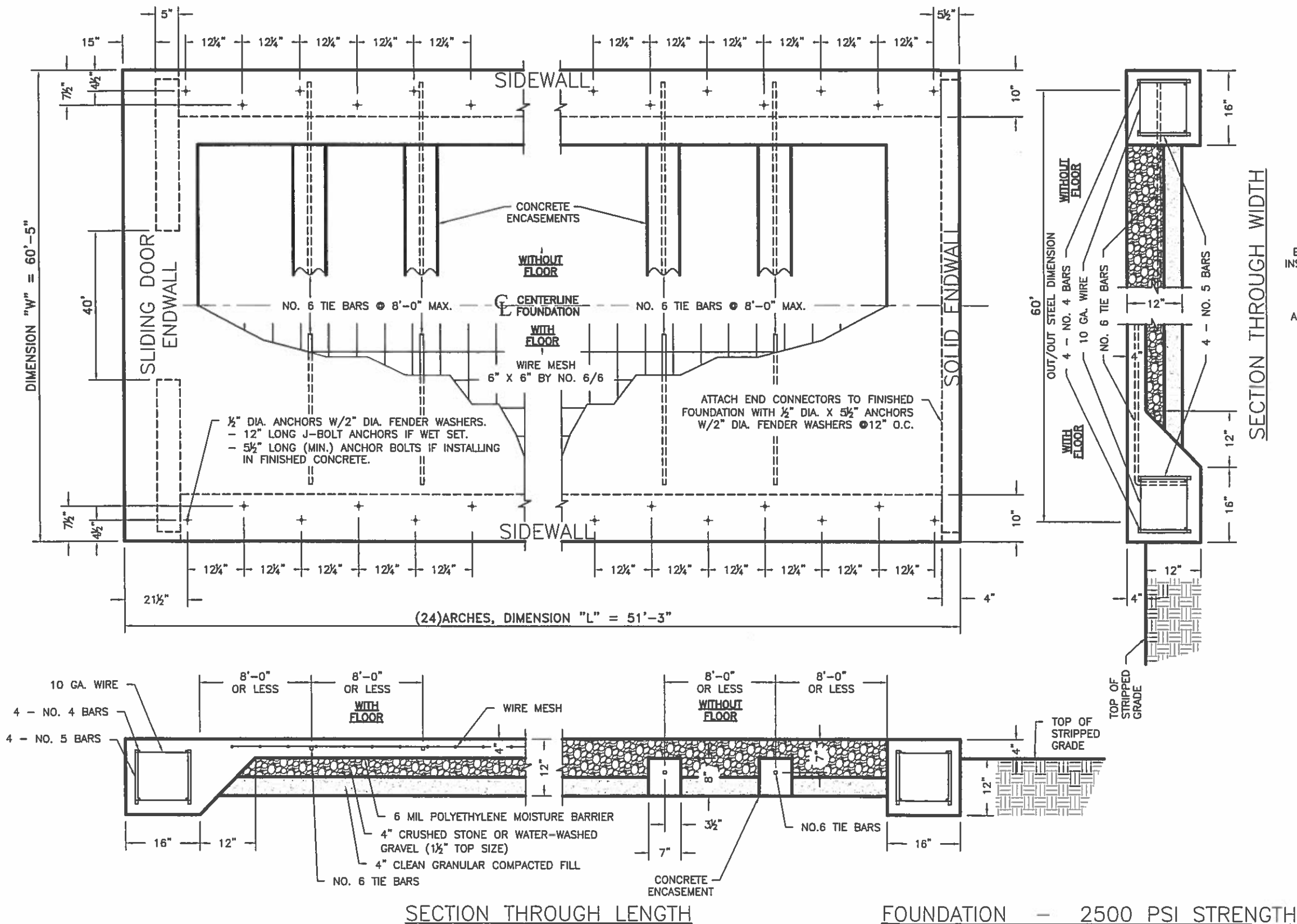
(121") ROOF PANELS 8
(100") ROOF PANELS 1



NOTE:
THE SHORT PANELS MUST BE ALTERNATED FROM SIDE TO SIDE ON SUCCESSIVE ARCHES, TO CREATE A STAGGERED JOINT FOR GREATER STRENGTH.

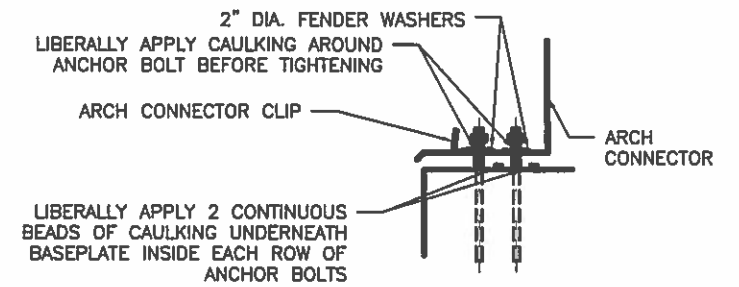


ATTENTION:
The foundation shown may not conform to your local by-laws and has no warranty as to its sufficiency for your particular area and or application. Retain a registered professional engineer to design a foundation which meets local by-laws and frost level depth requirements (if applicable), is adequate for soil conditions on the site, and conforms to the intended use of the building. The engineer should also be retained to inspect construction to ensure that the foundation is being built in conformity with his design. If the design engineer requires, retain a soils engineering specialist to report on soil conditions and soil compaction values.

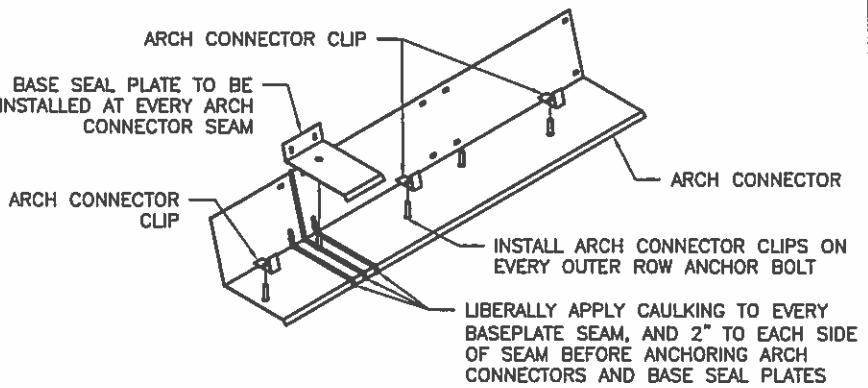


MODEL: Q60-24
CUST. NAME: Gleason Romans
ORDER NUMBER: 96661

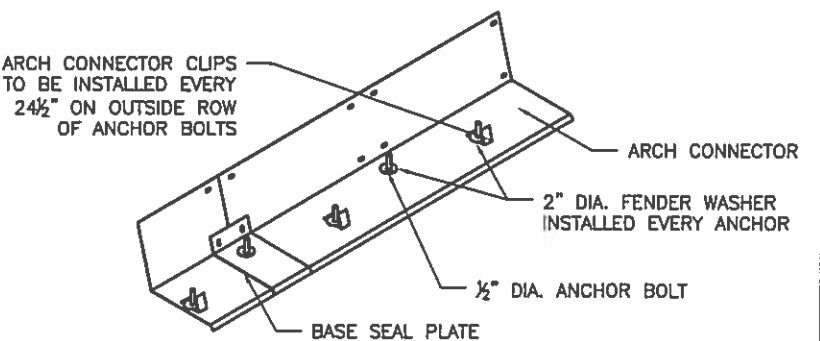
**SEE SHEET 5 FOR ARCH CONNECTOR
BASEPLATE LAYOUT**



**CAULKING UNDER ARCH CONNECTORS
AND ANCHOR BOLT HOLES**



**INSTALLING BASE SEAL PLATES AND
ARCH CONNECTOR CLIPS**



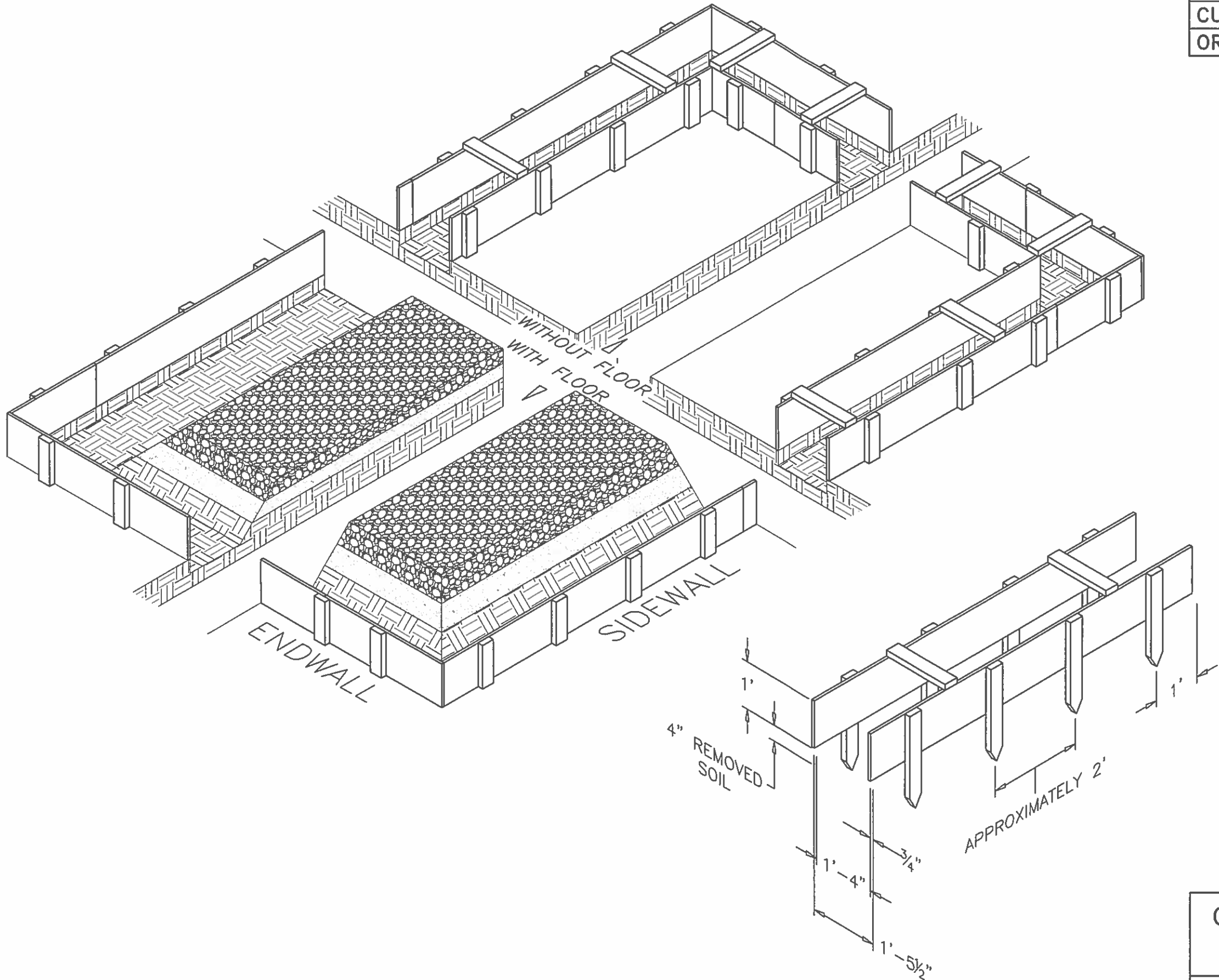
**COMMERCIAL ARCH CONNECTOR
ASSEMBLED AND READY FOR ARCHES**

**COMMERCIAL BASE CONNECTOR
GENERAL ARRANGEMENT**

**ONE ENDWALL SOLID & ONE ENDWALL
WITH A SLIDING DOOR**

SCALE: NTS | SHFFT: 2 OF 7

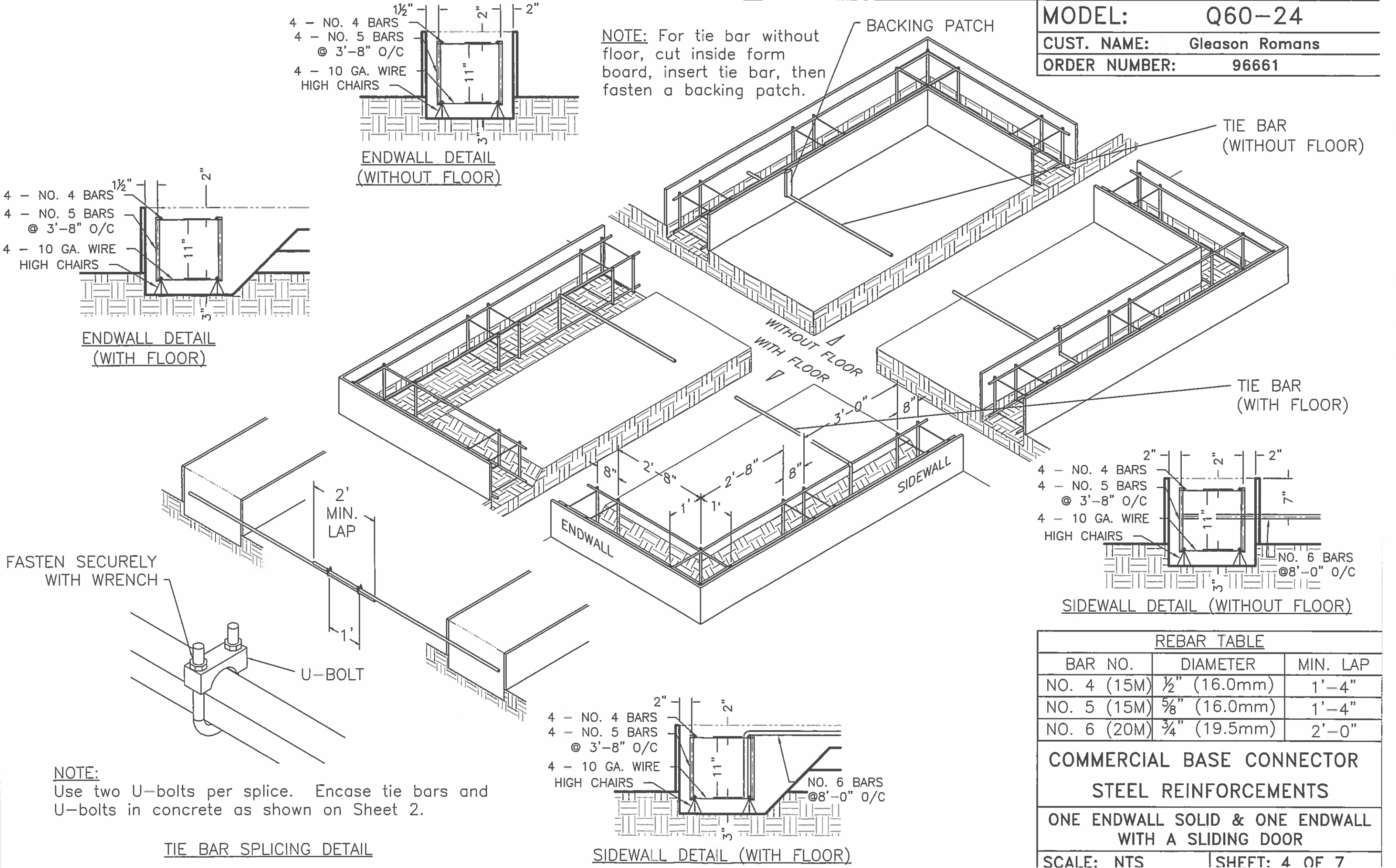
MODEL:	Q60-24
CUST. NAME:	Gleason Romans
ORDER NUMBER:	96661

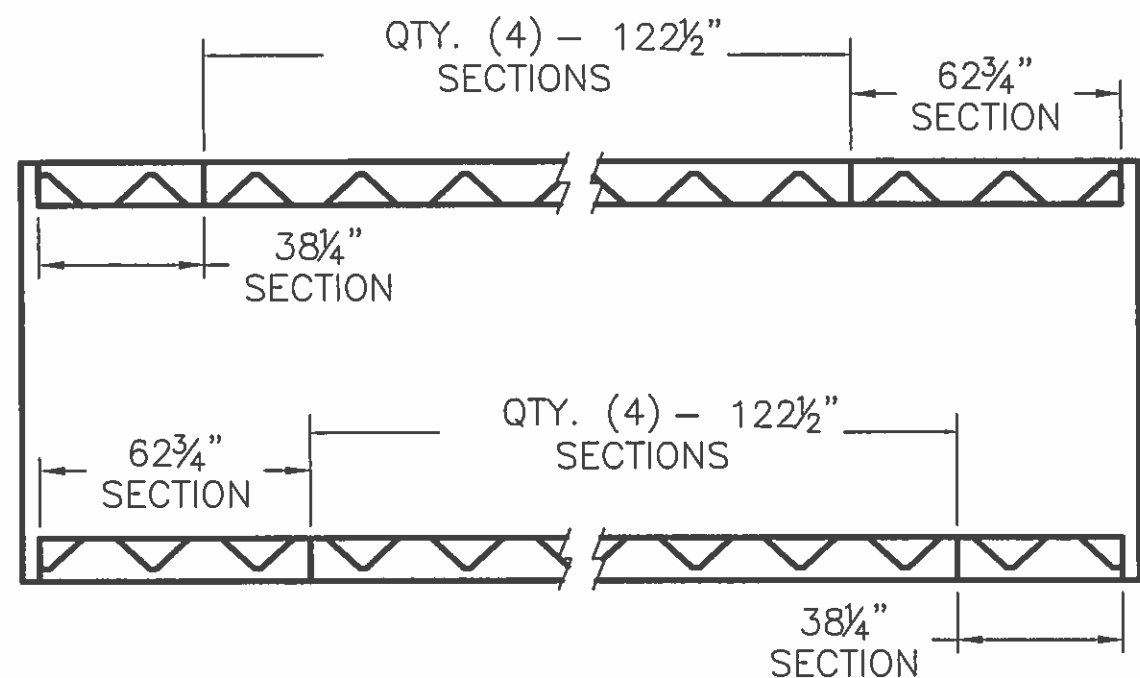


NOTES: REINFORCING STEEL NOT SHOWN. REFER TO SHEET #4.

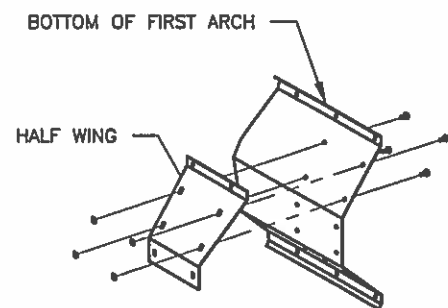
COMMERCIAL BASE CONNECTOR WOODEN FORM ARRANGEMENT	
ONE ENDWALL SOLID & ONE ENDWALL WITH A SLIDING DOOR	
SCALE: NTS	SHEET: 3 OF 7

MODEL:	Q60-24
CUST. NAME:	Gleason Romans
ORDER NUMBER:	96661

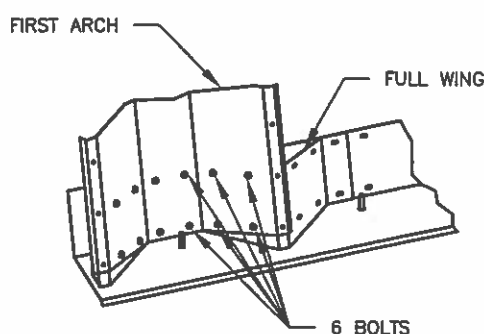




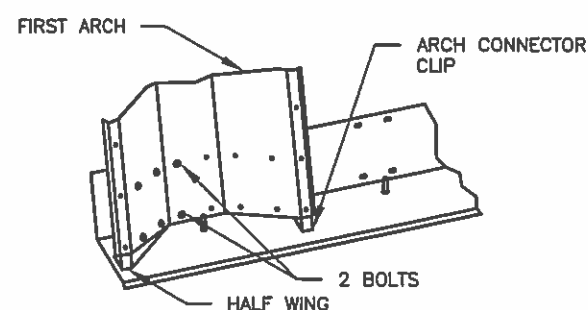
ARCH CONNECTOR BASEPLATE LAYOUT



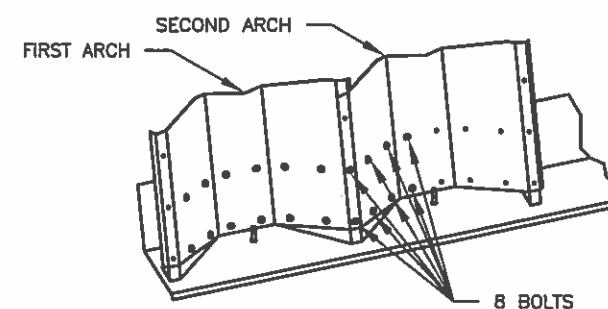
1. ATTACH HALF WING WITH 4 BOLTS TO THE INSIDE BOTTOM OF THE FIRST ARCH



3. INSERT FULL WING BEHIND THE FIRST ARCH AND OUTSIDE OF THE ARCH CONNECTOR CLIP AND ATTACH WITH 6 BOLTS.



2. STAND THE FIRST ARCH AND ATTACH THE HALF WING AND ARCH ASSEMBLY TO THE ARCH CONNECTOR WITH 2 BOLTS. THE HALF WING SHOULD BE TO THE OUTSIDE OF THE ARCH CONNECTOR CLIP.



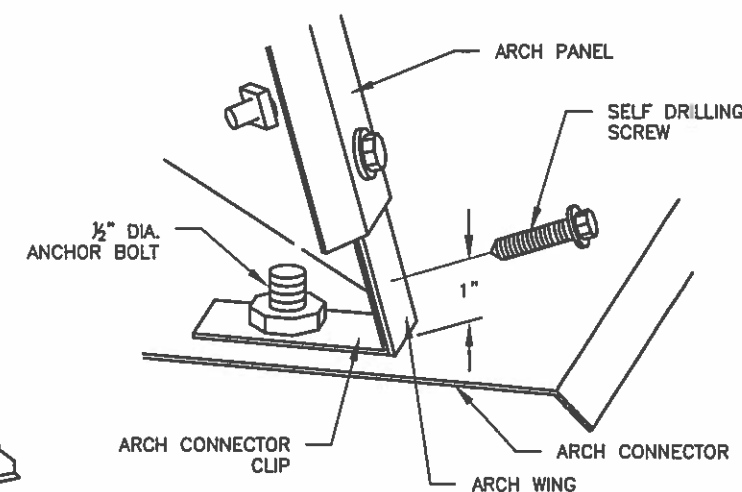
4. STAND THE SECOND ARCH AND ALIGN ON TOP OF FIRST ARCH AND ATTACH WITH 8 BOLTS. REPEAT PROCESS UNTIL THE ENTIRE BUILDING IS ERECTED. AFTER ALL ARCHES ARE ERECTED, SCREW EVERY WING TO AN ARCH CONNECTOR CLIP 1" FROM THE BOTTOM OF THE CLIP AS SHOWN IN THE CLIP WING ASSEMBLY DETAIL.

COMMERCIAL ARCH CONNECTOR ASSEMBLY

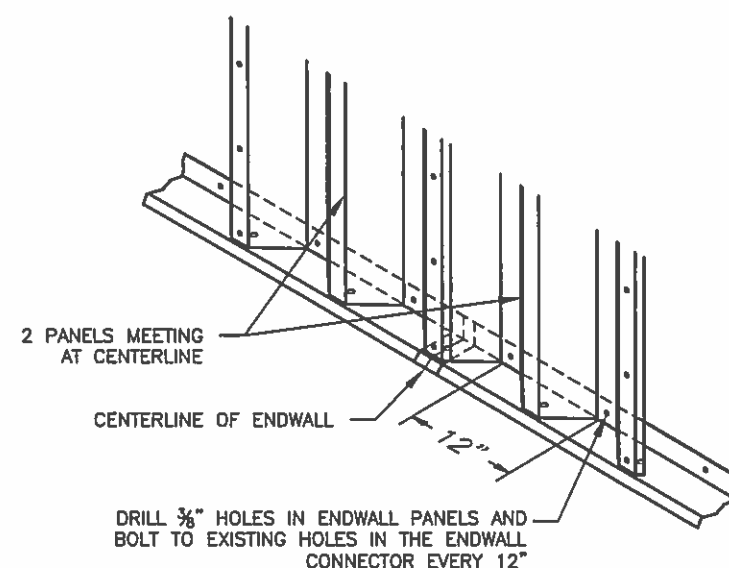
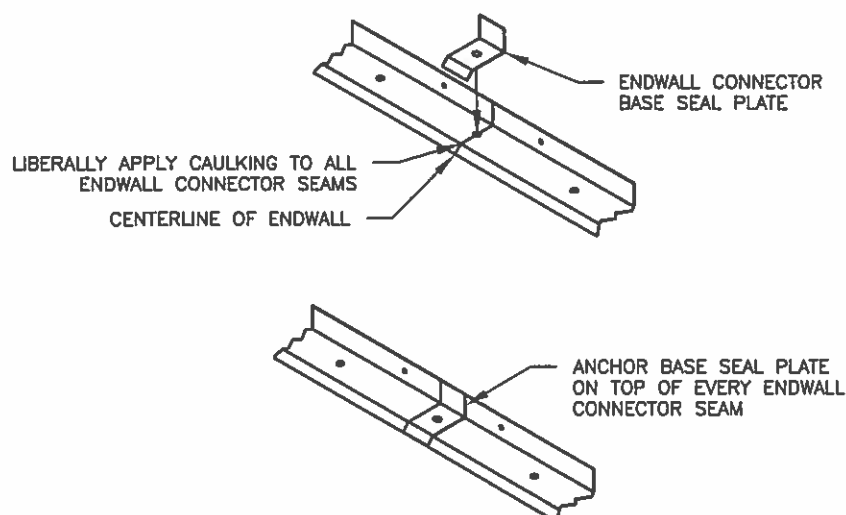
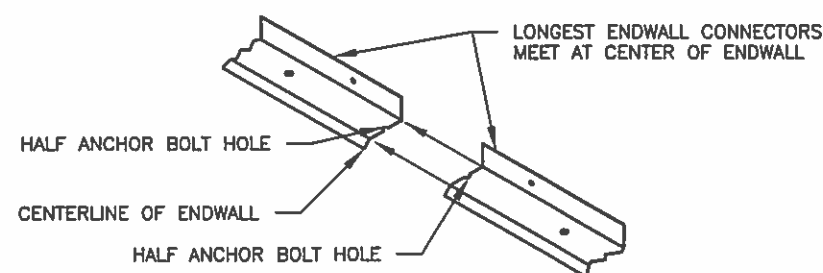
MODEL: Q60-24

CUST. NAME: Gleason Romans

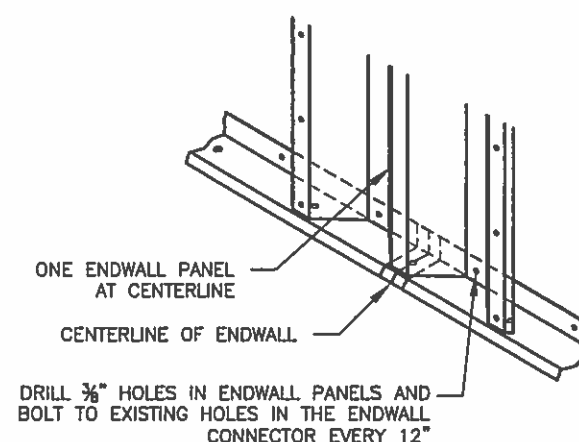
ORDER NUMBER: 96661



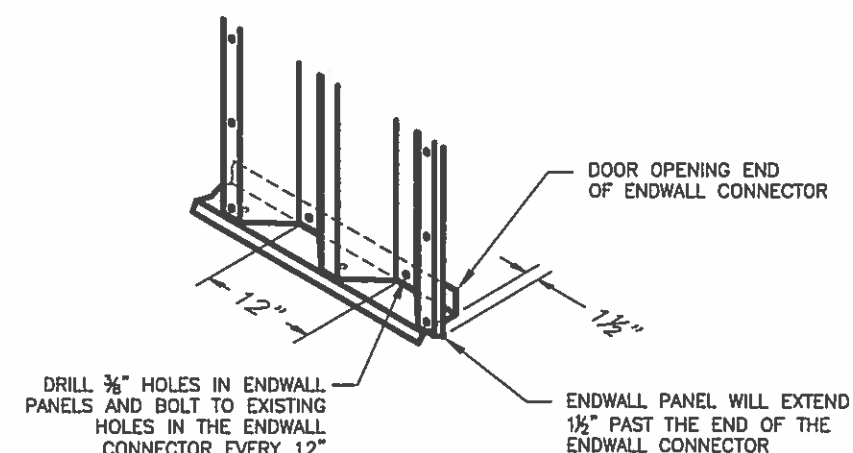
CLIP WING ASSEMBLY DETAIL
CURVED ANGLE NOT SHOWN FOR CLARITY



TWO PANELS AT CENTER OF ENDWALL



ONE PANEL AT CENTER OF ENDWALL



OPEN ENDWALL CONNECTOR NOTES:

1. ENDWALLS WITH OPENINGS SHOULD START WITH THE HALF ANCHOR HOLE IN THE ENDWALL CONNECTOR TOWARDS THE DOOR OPENING AS SHOWN ABOVE.
2. THE ANCHOR BOLTS SHOULD CONTINUE AT 12" CENTERS OUTWARD.
3. ATTACH PANELS AT 12" CENTERS TO THE HOLES IN THE ENDWALL CONNECTOR.

OPEN ENDWALL CONNECTOR

INSTALLING SOLID ENDWALL CONNECTORS NOTES:

1. USE ½" DIA. ANCHOR BOLTS X 5½" (OR LONGER) AND 2" DIA. FENDER WASHERS FOR EVERY ENDWALL CONNECTOR ANCHOR BOLT HOLE.
2. CAULKING SHOULD BE APPLIED LIBERALLY UNDER THE ENDWALL CONNECTOR, AROUND EVERY ANCHOR HOLE, AND AT THE ENDWALL CONNECTOR SEAMS UNDER ANY BASE SEAL PLATES.
3. FOR SOLID ENDWALLS, THE COMMERCIAL ENDWALL CONNECTORS SHOULD BE INSTALLED STARTING FROM THE CENTER OF THE ENDWALL. THE LONGEST ENDWALL CONNECTOR SECTIONS WILL MEET AT THE CENTER WITH THE HALF ANCHOR BOLT HOLES MEETING AS SHOWN ABOVE. REMAINING ENDWALL CONNECTOR SECTIONS SHOULD BE ANCHORED SO THAT THE ANCHOR BOLT PATTERN CONTINUES EVERY 12" FOR THE ENTIRE LENGTH OF ENDWALL.

ATTACHING SOLID ENDWALL PANELS TO ENDWALL CONNECTOR NOTES:

1. AFTER ENDWALL CONNECTORS ARE ANCHORED, THE ENDWALL PANELS SHOULD BE ATTACHED TO THE ENDWALL CONNECTORS STARTING AT THE CENTER FIRST AND THEN WORK OUTWARDS.
2. THERE WILL BE EITHER ONE PANEL CENTERED ON THE ENDWALL OR 2 PANELS MEETING AT THE CENTER OF THE ENDWALL AS SHOWN ABOVE. SEE SHEET 5 OR 6 FOR THE CONFIGURATION OF THE ENDWALL PANELS.

SOLID ENDWALL CONNECTOR AND BASE SEAL PLATE ASSEMBLY

COMMERCIAL BASE CONNECTOR
DETAILS

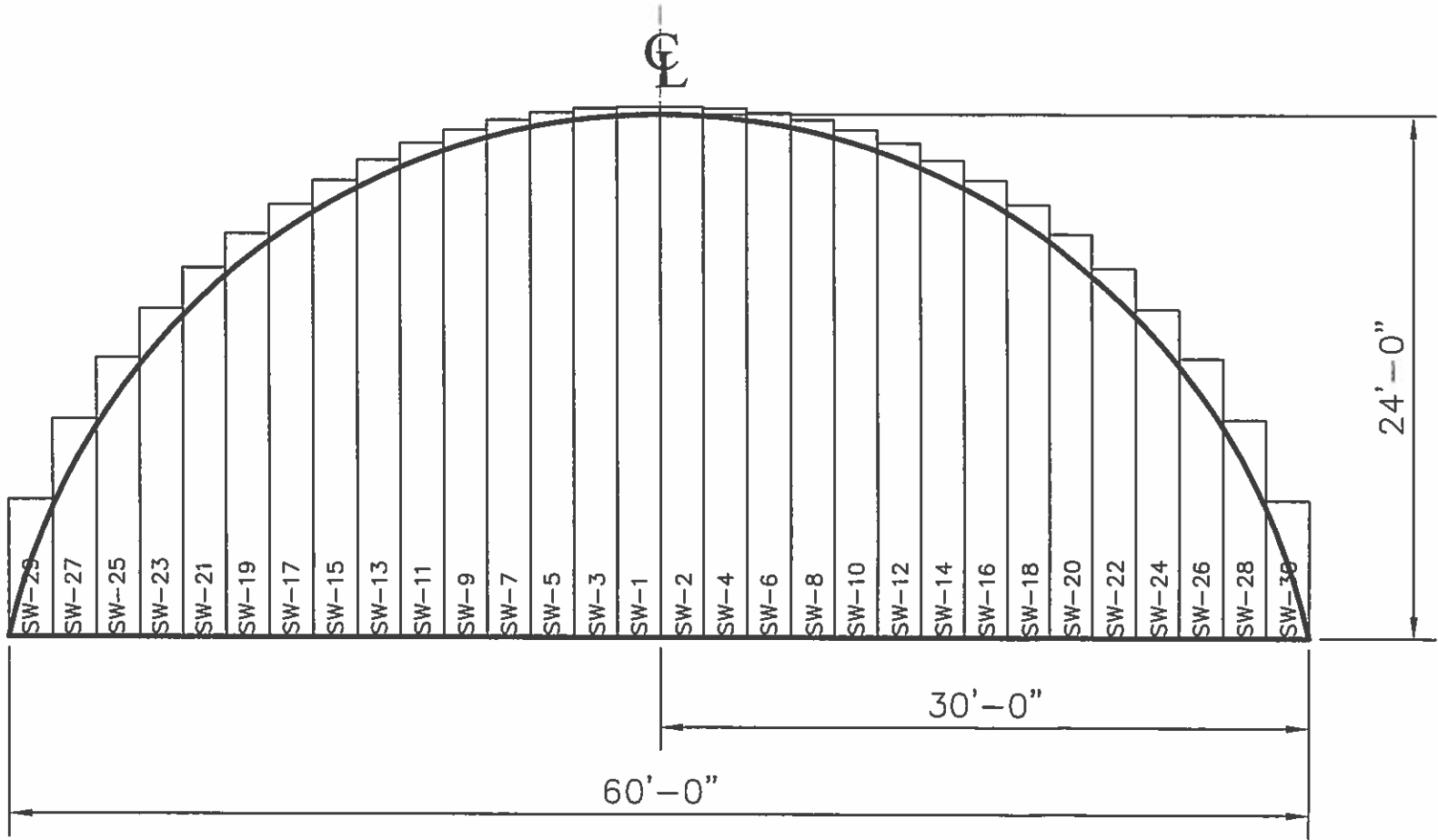
ONE ENDWALL SOLID & ONE ENDWALL
WITH A SLIDING DOOR

SCALE: NTS | SHEET: 5 OF 7

MODEL:Q60-24

CUST. NAME:Gleason Romans

ORDER NUMBER:96661



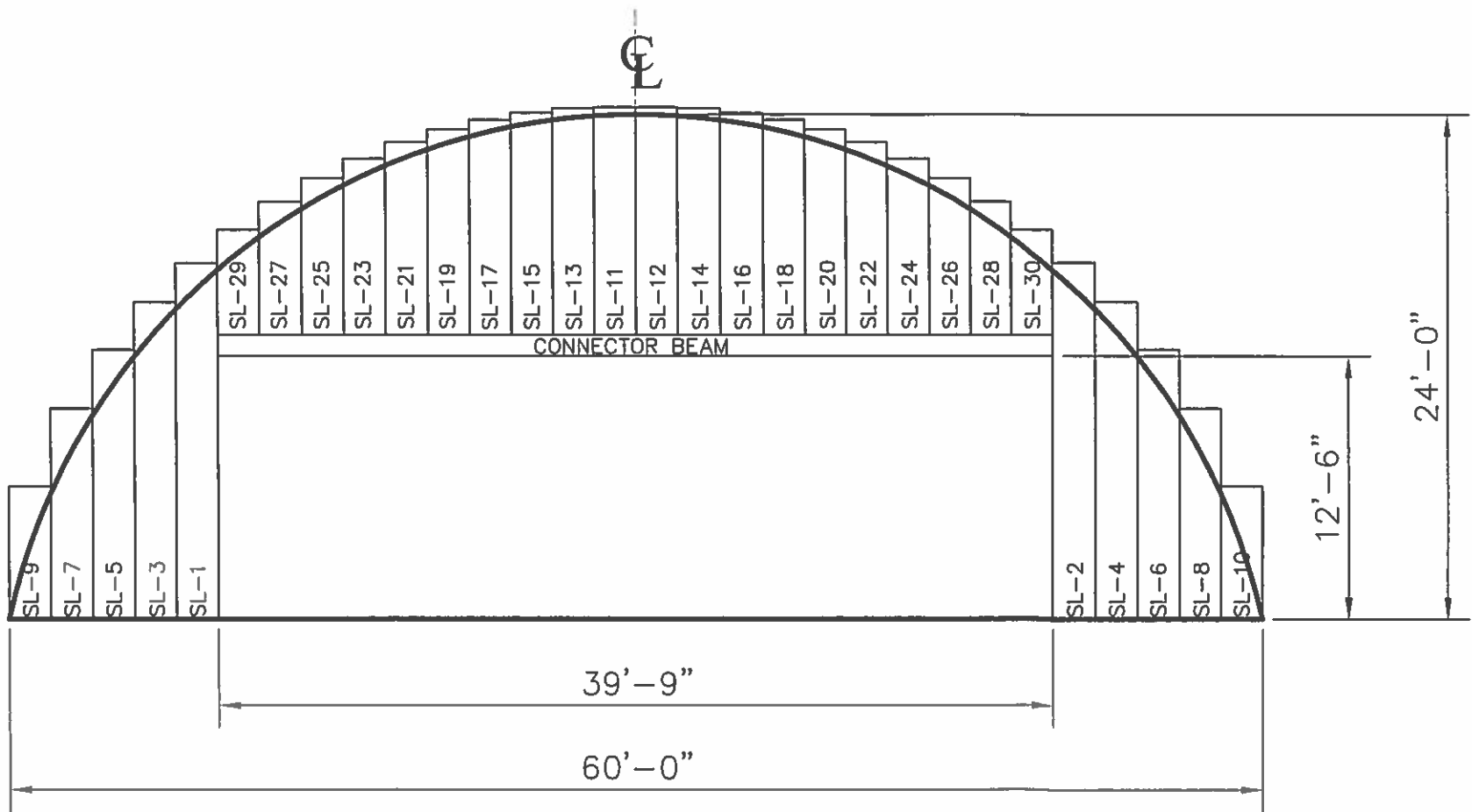
Q 60-24 SOLID	
PANEL #	LENGTH
SW 1-SW 2	292
SW 3-SW 4	292
SW 5-SW 6	289
SW 7-SW 8	285
SW 9-SW 10	280
SW 11-SW 12	272
SW 13-SW 14	263
SW 15-SW 16	252
SW 17-SW 18	238
SW 19-SW 20	223
SW 21-SW 22	204
SW 23-SW 24	181
SW 25-SW 26	154
SW 27-SW 28	120
SW 29-SW 30	76

WALL DETAILS

ONE ENDWALL SOLID & ONE ENDWALL WITH A SLIDING DOOR

SCALE: NTS | SHEET: 6 OF 7

MODEL:	Q60-24
CUST. NAME:	Gleason Romans
ORDER NUMBER:	96661



Q60-24 SLIDING DOOR 12'-6"H X 40"W	
PANEL #	LENGTH
SL1-SL2	203
SL3-SL4	181
SL5-SL6	154
SL7-SL8	120
SL9-SL10	76
ABOVE OPENING PANELS	
SL11-SL12	142
SL13-SL14	141
SL15-SL16	139
SL17-SL18	135
SL19-SL20	129
SL21-SL22	122
SL23-SL24	113
SL25-SL26	102
SL27-SL28	88
SL29-SL30	72

WALL DETAILS	
ONE ENDWALL SOLID & ONE ENDWALL WITH A SLIDING DOOR	
SCALE: NTS	SHEET: 7 OF 7



Agenda Date: September 28, 2020
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Discuss and consider bid award RFP 2020-010 - Janitorial Services
Date Submitted: 09/22/2020

SUMMARY:

Discuss and consider awarding bid for City of Palestine Janitorial Services; RFP 2020-010 to UCBM in the amount of \$92,046.46.

Tabulation Sheet is attached.

RECOMMENDED ACTION:

Recommend awarding Bid Proposal RFP 2020-010 for Janitorial Services to UCBM.

UCBM has met or exceeded City of Palestine contract requirements including, but not limited to, five weekly days for janitorial services and services necessary for floor maintenance. In addition to meeting the contract requirements, UCBM submitted the lowest bid price for contract requirements.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year: 2020-2021

Budgeted Y/N: Y

Amount Requested: 93,000.00

BUDGETARY IMPACT:

Usually divided between Facility Maintenance 010-5640-3030 and Retail Fund 625-5110-3030

Attachments

Janitorial Services Tabulations

City of Palestine cleaning quotes 2020-2021

		1 X a week	Total cost per year	3 x a week	Total cost per year	5 x a week	Total cost per year	Flooring total cost per year
<u>City Hall</u>								
The Real Estate Group		1096.2						
L & M Cleaning Service		500	6000	1500	18000	2500	30000	2000
M & R's Elite		872	10464	1660	19920	2491	29892	3400
UCBM		1280.42	15365.04	1497.84	17974.08	1715.26	20583.12	16669.6
<u>Public Works/Vistors Center</u>								
The Real Estate Group		1096.2						
L & M Cleaning Service	Public Works	400	4800	1200	14400	2000	24000	1200
L & M Cleaning Service	Vistors Center	465	5580	488	5856	813	9756	0
M & R's Elite	Public Works	378	4536	714	8568	1092	13104	800
M & R's Elite	Vistors Center	239	2868	423	5076	632	7584	0
UCBM	Public Works	153.52	1842.24	186.62	2239.44	219.71	2636.52	2040.81
UCBM	Vistors Center	82.52	990.24	104.83	1257.96	127.14	1525.68	1124.08
<u>Fire Admin</u>								
The Real Estate Group	have no service							
L & M Cleaning Service		325	3900	975	11700	1625	19500	700
M & R's Elite		255	3060	446	5352	510	6120	160
UCBM		99.88	1198.56	124.83	1497.96	149.77	1797.24	1348.23
<u>Parks & Rec</u>								
The Real Estate Group	have no service							
L & M Cleaning Service		225	2700	675	8100	1125	13500	600
M & R's Elite		322	3864	644	7728	943	11316	320
UCBM		166.52	1998.24	201.6	2419.2	236.67	2840.04	2208.71
<u>PEDC</u> twice a month								
The Real Estate Group		520	6240					
L & M Cleaning Service		275	3300	825	9900	1375	16500	400
M & R's Elite		291	3492	550	6600	792	9504	140
UCBM		160.02	1920.24	194.11	2329.32	228.19	2738.28	2124.76
<u>Public Library/Mall</u>								
The Real Estate Group	mall/library	3046.56	36558.72					
L & M Cleaning Service	Library	390	4680	1170	14040	1950	23400	6000
L & M Cleaning Service	Mall	650	7800	1300	15600	2100	25200	13000
M & R's Elite	Library	700	8400	1200	14400	1500	18000	180
M & R's Elite	Mall	1140	13680	2000	24000	2800	33600	9995
UCBM	Library	1005.12	12061.44	1167.63	14011.56	1330.13	15961.56	13036.47
UCBM	Mall	277.05	3324.6	328.92	3947.04	380.79	4569.48	3635.84
Total Cost for levels of service requested for each building								
The Real Estate Group		\$	168,102.72					
M & R's Elite		\$	92,983.00					
UCBM		\$	92,046.46					



Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: Consider authorizing the Mayor to execute a Chapter 380 Agreement with The Overlook Lifestyle Apt Homes LLC
Date Submitted: 09/24/2020

SUMMARY:

Consider authorizing the Mayor to execute a Chapter 380 Agreement with The Overlook Lifestyle Apt Homes LLC

RECOMMENDED ACTION:

Authorize the Mayor to execute a Chapter 380 Agreement with The Overlook Lifestyle Apt Homes LLC

CITY MANAGER APPROVAL:

Consider authorizing the Mayor to execute a Chapter 380 Agreement with The Overlook Lifestyle Apt Homes LLC

Attachments

380 Agreement
Performance Agreement

**CHAPTER 380 ECONOMIC DEVELOPMENT,
PERFORMANCE, AND REIMBURSEMENT AGREEMENT**

BETWEEN

**THE CITY OF PALESTINE, TEXAS,
a home-rule municipality**

AND

**THE OVERLOOK LIFESTYLE APT HOMES LLC,
A Texas Limited Liability Company,**

STATE OF TEXAS	§
	§
COUNTY OF ANDERSON	§

This Chapter 380 Economic Development Agreement, Performance and Reimbursement Agreement, hereinafter referred to as the “Agreement,” is made and entered into by and between the City of Palestine, Texas, a home-rule municipality (“City”) and The Overlook Lifestyle Apt Homes, a Texas Limited Liability Company (“Company”). The City and the Company may be referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Texas Local Government Code Section 380.001 and Article III, Section 52-a, of the Texas Constitution authorizes the City to establish an economic development program (“Program”) whereby the City agrees to grant public monies to Overlook, in the form of qualifying fees paid to the City (*i.e.*, building, permit, tap, meter, etc.) during the incentive term, to advance the public purposes of stimulating business and commercial activity in the City, developing and diversifying the City’s economy, reducing City and State unemployment or underemployment, and developing or expanding transportation and commerce to and through the City; and

WHEREAS, luxury housing is necessary to a community, like the City of Palestine, that is working to attract qualified persons for high-end employment opportunities that are available but remaining unfilled, and

WHEREAS, the City desires and this Agreement is intended to encourage the Company to select the City of Palestine, Texas as the site for its proposed redevelopment of property along the Loop 256 corridor through the construction of new multi-family residential housing which will attract and stimulate new retail and commercial development throughout the City as well as attract new and retain primary employment within the City; and

WHEREAS, the Company has or intends to acquire approximately 15.05-acres of land located in the northwest corridor of Loop 256 for development of the Overlook apartment project as depicted on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Company plans to construct substantial improvements to the Property, specifically an approximate 152-unit multifamily luxury apartment community known as The Overlook Apartments, as reflected on the site plan attached hereto as Exhibit "B" and referred to herein as the "Phase 1 Project;" and

WHEREAS, the Company's proposed Phase 1 Project will also constitute a major economic investment in the redevelopment of the Property which will provide much needed new multi-family residential housing and attract new retail and commercial development; and

WHEREAS, the City recognizes the positive economic impact that the Phase 1 Project will bring to the City through the redevelopment and diversification of the local economy, the creation of new multi-family housing units, and the attraction of other new businesses to the City and thereby the reduction of unemployment through the creation of new jobs or underemployment through the retention of existing jobs, and the retention and growth of the ad valorem tax revenue generated by the Phase 1 Project; and

WHEREAS, in accordance with Chapter 380, Texas Local Government Code, and Article III, Section 52-a, of the Texas Constitution, the City may establish and provide for the administration of a program for the making of loans or grants of public money and providing personnel and services to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, consistent with Chapter 380, Texas Local Government Code, and Article III, Section 52-a, of the Texas Constitution and other applicable law, the City hereby establishes an economic development program whereby the City agrees to make a grant of public money to the Company, in the form of economic incentive payments to reimburse the Company for fees (*i.e.*, building, permit, tap, meter, etc.) it pays to the City, to advance the public purposes of developing and diversifying the economy of the City, reducing unemployment or underemployment in the City and the State of Texas, stimulating business and commercial activity in the City, and developing or expanding transportation and commerce to and through the City; and

WHEREAS, the City hereby concludes that this Agreement promotes economic development in the City and, as such, meets the requirements under the law for an economic development program for which a grant of public money is allowed, and, further, is in the best interest of the City and the surrounding community; and

WHEREAS, the Company has agreed to satisfy and comply with the terms and conditions of this Agreement in exchange for and as consideration for economic development funding and incentives from the City in the form of economic incentive payments for certain fees the Company pays to the City in conjunction with the construction of the Phase 1 Project; and

WHEREAS, the City and the Company each agree that the provisions of this Agreement substantially advance a legitimate interest of the City by expanding the tax base of the City, creating housing, increasing employment, and stimulating economic development; and

WHEREAS, the City has determined that it is duly authorized by the Constitution and laws of the State of Texas and its City Charter to enter into this Agreement, and the Company has determined that it is duly authorized by its officer(s) to enter into this Agreement, and each have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties; and

WHEREAS, the recitals as set forth above are declared true and correct and are hereby incorporated as part of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the City and the Company each agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 The terms “**Agreement**,” “**City**” and “**Company**” shall have the meanings provided for them in the Recitals above. Except as may be otherwise defined, or if the context clearly requires otherwise, capitalized terms and phrases as used in this Agreement shall have the meanings as follow:

1.2. “**Event of Bankruptcy or Insolvency**” means the dissolution, termination or liquidation of the Company’s existence as a going business (but not in connection with a merger or other corporate reorganization), the reorganization of the Company as part of a bankruptcy proceeding, insolvency, or the appointment of a receiver for any significant part of the Company’s Property.

1.3. “**Economic Development Funds**” means any incentive payment the Company receives from the City in the form of an economic development reimbursement of City Project Fees the sum total of which shall not exceed One Hundred Thousand Dollars and NO/100s (\$100,000.00) .

1.4. “**Effective Date**” means the date this Agreement is executed by the last Party to sign this Agreement.

1.5. **“City Project Fees”** means all fees assessed by the City and collected from the Company in conjunction with the Phase 1 Project, including but not limited to building, permit, tap, meter and other similar fees.

1.6. **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code to promote local economic development, create housing, increase local use tax revenue, and stimulate business and commercial activity within the City.

1.7. **“Phase 1 Project”** means the Company’s planned construction of substantial improvements to the Property, specifically a 152-unit multi-family luxury apartment complex known as “The Overlook Apartments”, located within the City and as reflected in the site plan attached hereto as Exhibit “B” for the purpose of creating new multi-family residential housing inventory which will have the secondary effect of attracting new retail and commercial development to the Property.

1.8. **“Phase 2 Project”** means the Company’s planned construction of an additional 48 units to be incorporated into The Overlook Apartments development.

1.9. **“Property”** means the real property located along the northwest corridor of Loop 256 more particularly described as a 15.05-acre tract of land, comprised of the following parcels located with the Anderson County Appraisal District:

1.8.1. East Loop Industrial Park, Block A, Tract 2 for a total of 7.949 acres;

1.8.2. Academy, Lot 1A for a total of 0.5960 acres; and

1.8.3. East Loop Industrial Park, Block A, Lots 1, 2 and 3.

1.10. **“Economic Incentive Term”** means and begins on the Effective Date and continues until the date the Company receives a final Certificate of Occupancy from the City for the operation of the Phase 1 Project, unless the Agreement is terminated earlier due to the Company’s default according to Article 7 hereof.

1.11. **“Undocumented Worker”** means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

ARTICLE 2.

TERM

2.1 This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to any other provisions of this Agreement, shall terminate upon the date the Company receives a final Certificate of Occupancy from the City for the operation of the Phase 1 Project. The sum total of all Economic Development Funds paid by the City to the Company

according to this Agreement shall not exceed One Hundred Thousand Dollars and NO/100s (\$100,000.00).

ARTICLE 3.

CONDITIONS PRECEDENT

3.1 The City and the Company each agree that as a condition of this Agreement and any Economic Development Funds resulting therefrom, the Company must comply with the following terms and conditions:

3.1.1 The Company shall purchase or otherwise close on the Property and provide the City with a copy of the Warranty Deed(s) evidencing the conveyance of the Property to the Company within thirty (30) days of the Property acquisition and the surveys providing a legal description, by metes and bounds, of the Property acquired; and

3.1.2 The Company shall construct, market, operate and maintain 152 market-rate multi-family luxury residential units on the Property; and

3.1.3 The Company must tender all plans for any improvements to the Property to the City for review and approval, obtain all necessary permits as required by the City's Code of Ordinances, and comply with all development regulations including, but not limited to, the City's zoning code, and comply in all material respects with any other reasonable terms or conditions established or otherwise imposed by the City that are consistent with terms and conditions imposed by the City on other parties seeking similar economic development assistance; and

3.1.4. The Company must promptly pay all City Project Fees assessed by the City in conjunction with the Phase 1 Project.

3.1.5. To the greatest extent required by law, the Company's Phase 1 Project, during development, construction and operation, shall comply with all local, state and federal laws and environmental regulations.

3.2 As a further condition precedent to this Agreement, the Company hereby certifies the following:

3.2.1. Pursuant to Chapter 2271, Texas Government Code, the Company certifies that neither the Company nor its subsidiaries or affiliates do not boycott Israel and will not boycott Israel during the term of this Agreement; and

3.2.2. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Company certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

ARTICLE 4.

ESTIMATED VALUE OF AGREEMENT

4.1 The Company agrees to construct substantial improvements to the Property, specifically an approximate 152-unit apartment complex pursuant to the engineering, construction and other related development plans approved by the City (subject to reasonable modification so long as such modifications do not materially change the scope of the proposed improvements) and operate, or cause to be operated, the apartment complex known as “The Overlook Lifestyle Apartment Homes” as contemplated by the Phase 1 Project.

4.2 The Company estimates that the Phase 1 Project will generate new temporary construction jobs, as well as primary employment jobs that will be available in the City in addition to those already existing primary employment jobs that will be retained.

4.3 Based on information provided by the Company, the City estimates that the Phase 1 Project will generate moderate to substantial growth in the number and quality of apartment complex units for residential tenants within the Property thereby stimulating secondarily an increase in sales tax collections within the City. The Company estimates that it will make an estimated capital investment of Thirteen Million Dollars and NO/100s (\$13,000,000.00) to development and construct the Phase 1 Project based on the Company’s economic development incentive documents attached hereto as Exhibit “C.”

4.4 The City acknowledges and agrees that the estimates and other information provided by the Company are projections only and the Company has not guaranteed any specific increase in ad valorem property or sales tax revenues as a condition precedent to this Agreement.

4.5 The maximum value of the Economic Development Funds available from the City pursuant to this Agreement is One Hundred Thousand Dollars and NO/100s (\$100,000.00).

ARTICLE 5.

CONDITIONAL ECONOMIC INCENTIVE PAYMENTS FOR CITY PROJECT FEES

5.1 After the Effective Date and subject to the Company’s compliance with this Agreement, the City agrees to provide the Company with Economic Development Funds in the form of one or more economic incentive payments that reimburses the Company for the City Project Fees the City assesses and collects from the Company during the Economic Incentive Term.

5.2 In order to obtain the economic incentive payments pledged by the City, the Company shall submit an application for economic incentive payment to the City reflecting proof of the Company’s payment of its City Project Fees assessed by the City. The City or its designee may independently verify the Company’s payment of the City Project Fees subject to consideration prior to the City tendering the economic incentive payment to the Company. The City will tender its economic incentive payment within sixty (60) days after the City’s receipt of the Company’s

reimbursement application unless the City finds that the Company has not complied with its obligations under this Agreement.

5.3. In the event the sum total of all City Project Fees assessed and collected paid by the City and paid to the Company as Economic Incentive Funds during the term of this Agreement is less than One Hundred Thousand Dollars and NO/100s (\$100,000.00), then the unreimbursed balance of the Economic Incentive Funds remaining may be carried over and available to reimburse the Company for the City Project Fees the City assesses and collects from the Company during the Company's Phase 2 Project. Notwithstanding the foregoing, the Parties shall execute a new Chapter 380 Economic Development Agreement, Performance and Reimbursement Agreement for the reimbursement of any remaining Economic Incentive Funds available for the Phase 2 Project.

ARTICLE 6.

LIABILITY

6.1 By executing this Agreement, the Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the City is responsible that is not otherwise addressed by this Agreement. In addition, the Company assumes no legal liability for the actions of the City through the execution of this Agreement. Likewise, the City assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Phase 1 Project for which the Company is responsible. In addition, the City assumes no legal liability for the actions of the Company or a branch, division, department, subsidiary, affiliate or franchisee of the Company by virtue of its execution of this Agreement.

6.2 Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, officers, members, stockholders or trustees of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, officers, members, stockholders or trustees.

ARTICLE 7.

DEFAULT AND TERMINATION

7.1. The Company acknowledges the City may terminate this Agreement and withhold all economic incentive payments if the City determines that the Company's certifications in Section 3.2.1 or 3.2.2 are inaccurate in any way at any time during the term of this Agreement. In the event the City determines that the Company breached its certifications in Section 3.2.1 or 3.2.2, then the Company shall repay the full amount of any economic incentive payments that the Company has up to that time received from the City not later than one hundred twenty (120) days after receipt of the City's demand for payment. There is no cure for the Company's breach of Sections 3.2.1 or 3.2.2 of this Agreement.

7.2. Notwithstanding Section 7.1 hereof, a Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement and such failure, breach or violation continues for ninety (90) days after written notice by a non-defaulting Party to the defaulting Party of such failure, breach or violation.

7.3. The Company shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if the Company experiences during the term of this Agreement an Event of Bankruptcy or Insolvency that is not cured within ninety (90) days from the date the Company receives a written notice of breach from the City. In the event the Company fails to timely cure its Event of Bankruptcy or Insolvency, then the Company shall repay the full amount of any reimbursement grant(s) that the Company has up to that time received from the City not later than one hundred twenty (120) days after the date for cure expired.

7.4 During the term of this Agreement, the Company agrees not to knowingly employ any Undocumented Worker as defined herein and according to Tex. Gov't. Code Sec. 2264.001. If after receiving any Economic Development Funds qualifying as a public subsidy and on or prior to the Company receiving its last disbursement of Economic Development Funds from the City as contemplated by this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the full amount of any Economic Development Funds received by the Company from the City as of the date of such violation not later than one hundred twenty (120) days after the date the Company is convicted.

7.5 Any event of default by the Company that triggers an obligation by the Company to repay the City shall include an interest payment accruing from the later of the date any Economic Development Funds were paid to the Company or the date of the violation giving rise to the right to recover such Economic Development Funds from the Company, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the later of the date the Economic Development Funds were paid to the Company or the date of the violation giving rise to the right to recover such Economic Development Funds until the date the Economic Development Funds are repaid to the EDC.

7.6 Notwithstanding Section 1.09 hereof, this Agreement shall terminate upon the occurrence of the following events:

7.6.1 The date upon which the Company closes on the sale of the Phase 1 Project to a third-party that is not the result of condemnation prior to the issuance of a certificate of occupancy for the Phase 1 Project and without the City's prior written consent which shall not be unreasonable withheld, conditioned or delayed; or

7.6.2. The expiration of the date by which the Company had to cure an event of default associated with this Agreement upon which date the event of default remains uncured.

7.7. Following the termination of this Agreement, the City shall not be responsible for any further payment of Economic Development Funds that may be due or that may become due under this Agreement.

ARTICLE VIII.

NOTICES

8.1 Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery,” addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by email with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States mail as provided in (i) will be deemed delivered, whether or not actually received, three (3) days after the date of mailing. Payments to any Party shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to a Party in writing. For purposes of this Article VIII, the addresses of the Parties will, until changed as provided in Sec. 8.2 below, be as follows:

Company:

The Overlook Lifestyle Apt Homes
Attention: Marie C. Freeman, Manager
13770 Noel Road #803424
Dallas, Texas 75240
Email: marie@ejtventures.com

with a copy to:

Scheef & Stone, LLP
Attention: Gardner Savage
500 N. Akard Street, Suite 2700
Dallas, Texas 75201
Email: gardner.savage@solidcounsel.com

City:

City of Palestine, Texas
Attention: City Manager
504 N. Queen Street
Palestine, Texas 75801
Email: CityManager@palestine-tx.org

with a copy to:

Palestine Economic Development Corporation
Attention: Lisa Denton, Executive Director

100 Willow Creek Parkway, Suite A
Palestine, Texas 75801
Email: ldenton@palestine-tx.org

8.2 Either Party may designate a different address by giving the other Party ten (10) days written notice.

ARTICLE 9.

DISCLAIMER

9.1 Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns.

9.2 No rights, duties, obligations, interest or options of a Party under this Agreement may be assigned or otherwise made available to a third party.

ARTICLE 10.

SEVERABILITY AND SURVIVAL OF AGREEMENT

10.1 If any provision or application of this Agreement shall be held illegal, invalid or unenforceable by any court with competent jurisdiction, the invalidity of such provision shall not affect or impair any of the remaining provisions of this Agreement.

ARTICLE 11.

GOVERNING LAW & IMMUNITY

11.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Anderson County, Texas. Nothing in this Agreement shall constitute a waiver by the City of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the City to being sued.

ARTICLE 12.

MISCELLANEOUS PROVISIONS

12.1. Complete Agreement/Amendment. This Agreement, and the accompanying Acknowledgments and Exhibits which are attached hereto and incorporated by reference, represents a complete agreement of the Parties and supersedes all prior written and oral matter related to this Agreement. This Agreement may be canceled, changed, modified or amended in

whole or in part only by written agreement by and between the Parties. Where any ambiguity or discrepancy exists between these terms and conditions of the Agreement and those in any attached Exhibits, the terms and conditions of this Agreement shall control.

12.2. Assignment. This Agreement shall not be assigned to a third-party without the written approval of the Parties.

12.3. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

12.4. Confidentiality. The City and each of its respective officers and employees, and each of its respective agents or contractors who may be retained to perform economic development services for the City in furtherance of this Agreement, shall treat as confidential any proprietary information delivered by the Company or its respective representatives to the City and the City shall not release such information to the public, unless required by law or court order. The Company acknowledges that the City is subject to the Texas Public Information Act. The City shall immediately notify the Company of requests for public information or court orders commanding the release such information; however, it shall be the Company's sole responsibility to prepare, assert, file, or otherwise deliver any objection to the release of any public information concerning the Company and the Phase 1 Project made the subject of this Agreement to the requestor or proper authorities.

12.5. Mutual Assistance; Good Faith and Fair Dealing. The City and the Company each agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist all others in carrying out such terms and provisions in order to put the others in the same economic condition contemplated by this Agreement, regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property. The City shall each provide such reviews and/or approvals as are required under the terms of this Agreement in such reasonable time as not to delay or disrupt the performance of the Agreement. The Parties further agree to perform their respective duties in the Agreement in good faith.

12.6. Representations and Warranties. The City represents and warrants to the Company that this Agreement is within each of their authority, to the extent applicable, and that each is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. Similarly, the Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

12.7. Attorney's Fees. If any legal action or proceeding is commenced by any party to enforce the provisions of this Agreement against other party(ies) or to recover damages for other party(ies)'s breach, the successful party shall be entitled to recover its reasonable and necessary attorney's fees and expenses incurred by reason of such action to the extent allowed by law and to the extent the successful party is the prevailing party as defined by Texas law on any single claim asserted.

12.8. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12.9. Interpretation. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against any party based on draftsmanship.

12.10. Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the City nor its past, present, or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development and construction of the Phase 1 Project or the design, construction, or operation of any portion of the Phase 1 Project.

12.11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.12. Force majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party and, to the extent required under this Agreement, shall seek an extension of any deadline or benchmark as may be required to qualify for the economic development incentives contemplated by this Agreement. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, means (i) an act of God, (ii) a fire or other casualty, (iii) COVID – 19 or other disease declared to be a pandemic by a local, state, federal or international health authority, governmental agency or governmental authority; (iv) governmental restriction, regulation or control, (iv) the action or inaction of any governmental authority unrelated to any act or failure to act by the party required to perform herein, (v) a strike, lockout or other general unavailability of labor, utilities, or materials, (vi) a military invasion by an enemy of the United States or any act of terrorism or civil riot (vii) a materially adverse weather condition, (viii) the bankruptcy or insolvency of a general contractor, major subcontractor or material supplier, or (ix) any other event not within the reasonable control of the party required to perform herein.

12.13. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LIABILITY, LOSS OR DAMAGE THEY MAY SUFFER AS A RESULT OF ANY CLAIMS (PRE-**

SUIT OR OTHERWISE), DEMANDS, SUITS, COSTS OR JUDGMENTS AGAINST THEM ARISING OUT OF ANY ACTIVITIES TO BE CARRIED OUT BY COMPANY PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFECTIVE OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

By executing this Agreement, the Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the City is responsible that is not otherwise addressed by this Agreement. In addition, the Company assumes no legal liability for the actions of the City from the City's execution of this Agreement. By executing this Agreement, The City assumes no obligation, duty or other responsibility with regard to any duty, right, obligation, liability or responsibility associated with the Project for which the Company is responsible. In addition, the City assumes no legal liability for any action, duty, right, obligation, or responsibility of the Company or its successors or assigns by virtue of the Company's execution of this Agreement. Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, officers, members or trustees of any other Party. Each Party to this Agreement is solely responsible for the actions and omissions of its own employees, agents, directors, officers, members or trustees to the extent allowed or otherwise required by law. Neither party shall be liable to the other for consequential, punitive or special damages.

12.14. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Company.

12.15. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile or electronic signature will be deemed to be an original signature for all purposes.

12.17. Exhibits. All exhibits attached to this Agreement, as referenced below, are hereby incorporated by reference for all purposes as if fully set forth in their entirety herein.

Exhibit "A" – Phase 1 Project Site Map
Exhibit "B" – Phase 1 Project Site Plan

Exhibit “C” – Phase 1 Project Value Estimation

[signature page follows]

SIGNATURE PAGE

THE OVERLOOK LIFESTYLE APT HOMES LLC,
a Texas limited liability company

By: _____
Marie C. Freeman, Manager

Date: _____

THE CITY OF PALESTINE, TEXAS

By: _____

Name: Steve Presley

Title: Mayor

Date: _____

ATTEST:

Teresa Herrera, City Secretary

APPROVED AS TO FORM:

Gary Landers, City Attorney

Chris Nichols, EDC Attorney

EXHIBIT A

Overlook Site Map

EXHIBIT B

Overlook Site Plan

EXHIBIT C

Estimated Phase 1 Project Value
(supporting documents)

ECONOMIC DEVELOPMENT INCENTIVE PERFORMANCE AGREEMENT

BETWEEN

PALESTINE ECONOMIC DEVELOPMENT CORPORATION

AND

**THE OVERLOOK LIFESTYLE APT HOMES LLC,
a Texas limited liability company**

STATE OF TEXAS §
 §
COUNTY OF ANDERSON §

This Economic Development Incentive Performance Agreement (“Agreement”) is made and entered into as of the 22nd day of September, 2020 (“Effective Date”), by and between Palestine Economic Development Corporation (“PEDC”), a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended, and by the City of Palestine, Texas (“City”) and The Overlook Lifestyle Apt Homes LLC, a Texas limited liability company (“Company”). The PEDC and the Company may be referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Texas Local Government Code Section 501.158 of the Development Corporation Act authorizes the PEDC to execute performance agreements with certain business enterprises to provide funding, or make expenditures of sales tax on behalf of a business enterprise, in furtherance of a permissible economic development project that promotes new or expanded business development; and

WHEREAS, the PEDC is a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979 and by the City of Palestine, Texas which at the time of the execution of this Agreement has an estimated population of 20,000 or less, for which the term “project” according to Section 505.158 may also include land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements the PEDC’s board of directors finds to promote new or expanded business development; and

WHEREAS, luxury housing is necessary to a community, like the City of Palestine, that is working to attract qualified persons for high-end employment opportunities that are available but remaining unfilled, and

WHEREAS, PEDC desires and this Agreement is intended to encourage residential growth and major economic activity, commerce and development in the City and in the surrounding area through the planning, development and construction of new luxury multifamily housing units which will satisfy a current lack of luxury housing in the City, attract new residents

to the City, provide new luxury housing opportunities for existing residents of the City, and ultimately stimulate new commercial development within and around the City which attracts new professional employment opportunities and encourages the retention of existing primary and professional employment within the City; and

WHEREAS, the Company has requested financial assistance from the PEDC to offset the cost of constructing certain infrastructure improvements necessary for the Company's planned development of an approximate 152-unit multifamily luxury apartment community known as The Overlook Apartments ("Project") located on an approximate 15.05-acre tract of land located in the northwest corridor of Loop 256 as depicted on the attached Exhibit "A" ("Project Site");

WHEREAS, the Company is prepared to invest approximately thirteen million dollars (\$13,000,000) to build its Project in the City; and

WHEREAS, the PEDC wishes to provide the Company with an economic incentive to encourage the Company to acquire real property and construct the infrastructure necessary to develop and construct the luxury apartment complex and the Company wishes to accept such economic incentive on the terms and conditions set forth in this Agreement; and

WHEREAS, the Tex. Loc. Gov't Code Sec. 501.158 prohibits the direct economic incentive contemplated by this Agreement unless the PEDC enters into a performance agreement with Company providing a statement of capital expenditures to be made in conjunction with the Project; and

WHEREAS, the Act further prohibits the execution of a performance agreement without provisions for the recovery of the PEDC's economic incentives in the event the Company defaults on its obligations under this Agreement; and

WHEREAS, Company acknowledges and agrees that the PEDC, in granting this economic incentive to the Company, is relying upon Company's representations, warranties, and agreements, as set forth and provided for in this Agreement, and the PEDC's tender of the economic incentive contemplated by this Agreement is contingent upon the Company agreeing to repay, in full, the economic incentive the Company receives from the PEDC pursuant to the terms hereunder in the event of the Company's failure to cure a breach of the Company's obligations hereunder; and

WHEREAS, the PEDC finds the Project is appropriate pursuant to Texas Local Government Code Chapter 505, Subchapter D, Section 505.158; and

WHEREAS, the PEDC finds the Company's proposed project constitutes a major economic investment in the City and surrounding community; and

WHEREAS, the PEDC finds it is duly authorized by the Constitution and laws of the State of Texas to enter into this Agreement; and

WHEREAS, the PEDC finds that this Project was presented to the public by publication in the Palestine Herald on April 14, 2020 in accordance with Tex. Loc. Gov't Code Sec. 505.160 and that the 61st day from the date of publication occurred on June 14, 2020; and

WHEREAS, the PEDC finds that the economic development funds contemplated by this Agreement were presented for consideration at a public hearing conducted on April 16, 2020, approved by the PEDC's board of directors at a properly noticed public meeting on June 4, 2020, approved by the City of Palestine City Council on September 28, 2020 after receiving two separate readings on September 28, 2020 Work Session and on September 28, 2020 Council Meeting; and

WHEREAS, the City of Palestine and the Board of Directors of PEDC have determined that the granting of this incentive to Company is in the public interest and will promote or develop opportunities for professionals to live in Palestine, and have approved and authorized the making and performance of this Agreement by PEDC; and

WHEREAS, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties upon the Parties approving and executing this Agreement.

NOW, THEREFORE, for and in consideration of mutual agreements described herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PEDC and Company hereby represent, stipulate and agree as follows:

Article 1.

Recitals Incorporated

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

Article 2.

Definitions

2. The following words shall have these meanings when used in this Agreement:

2.1. "Agreement" means this Economic Development Incentive Performance Agreement, together with all exhibits and schedules attached hereto.

2.2. "Company" means The Overlook Lifestyle Apt Homes LLC.

2.3. "Event of Bankruptcy or Insolvency" means the dissolution or termination of the Company's existence as a going business, insolvency, appointment of receiver for any part of the Company's real property associated with the Project Site and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment of Company's real property associated with the Project Site for the benefit of

creditors, or the Company of any proceeding under any bankruptcy or insolvency laws by or against the Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

- 2.4. "Event of Default" means and includes any of the Events of Default set forth below in Articles 6 or 7 of this Agreement.
- 2.5. "Force Majeure" means (i) an act of God, (ii) a fire or other casualty, (iii) COVID – 19 or other disease declared to be a pandemic by a local, state, federal or international health authority, governmental agency or governmental authority; (iv) governmental restriction, regulation or control, (v) the action or inaction of any governmental authority unrelated to any act or failure to act by the party required to perform herein, (vi) a strike, lockout or other general unavailability of labor, utilities, or materials, (vii) a military invasion by an enemy of the United States or any act of terrorism or civil riot (viii) a materially adverse weather condition, (ix) the bankruptcy or insolvency of a general contractor, major subcontractor or material supplier, or (x) any other event not within the reasonable control of the party required to perform herein.
- 2.6. "Grant" means the performance based economic development reimbursement the PEDC pays to the Company to reimburse the Company for its infrastructure costs paid in conjunction with the Project.
- 2.7. "Project" means the construction of a new 152-unit multi-family luxury apartment complex located on an approximate 15.05-acre tract of land located in the northwest corridor of Loop 256 in the City of Palestine, Texas.
- 2.8. "Undocumented Worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United State or authorized under law to be employed in that manner in the United States.

Article 3.

Term of the Agreement

3. This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to any provisions of this Agreement, shall terminate five (5) years from the date the Company receives a final Certificate of Occupancy from the City for the operation of the Project.

Article 4.

Performance Obligations of the Company

4. The Company covenants and agrees to satisfy the following obligations as a condition precedent to receiving the incentives contemplated by this Agreement:

- 4.1. **Capital Investment.** The Company shall construct a new 152-unit multi-family luxury apartment building at an estimated capital investment of thirteen million dollars (\$13,000,000.00) as approved by the Development Review Committee of the City and in accordance with all applicable City codes and ordinances; and
- 4.2. **Project Commencement.** The Company shall commence construction of the Project no later than December 31, 2021, and shall obtain its final Certificate of Occupancy for the Project on or before December 31, 2023 subject to delays caused by Force Majeure; and
- 4.3. **Intentionally deleted.**
- 4.4. **Contractor / Subcontractor Payments; Release of Liens.** The Company shall, on a monthly basis, tender to the PEDC proof of all payments (if any) made to the Company's contractor(s) and subcontractor(s) for work conducted in conjunction with the construction of the Project. Upon the completion of the Project, the Company shall tender to the PEDC a roster of all contractors and subcontractors who performed work on the project, including names, addresses and telephone numbers, and their respective releases of lien demonstrating full and final payment for all work performed and materials delivered and attached to the Project; and
- 4.5. **Minimum Project Operation.** The Company shall operate its Project, without interruption except for periods of closure due to Force Majeure, for a minimum of five (5) years in the City of Palestine, Texas, measured from the date the date the City issues to the Company a Certificate of Occupancy for the Project; and
- 4.6. **Local Purchase Requirement.** To the greatest extent possible while maintaining compliance with (i) HUD requirements related to the financing of the Project, (ii) the general contractor's bonding and insurance program requirements, (iii) the general contractor's certified cost budget, and (iv) Davis-Bacon Act wage requirements, the Company and its contractors shall purchase its taxable items from suppliers or vendors having a sales tax outlet situated within the City's corporate limits.

Article 5.

Economic Incentive Obligations of PEDC

In consideration of the Company's covenants and agreement as outlined herein, the PEDC agrees to satisfy the following performance requirements:

5. **Infrastructure Reimbursement Incentive.** The PEDC desires to incentivize the Company's successful construction of the Project with a performance incentive in the amount of \$70,000.00 (SEVENTY THOUSAND DOLLARS AND NO/100s) which the PEDC shall pay to the Company to reimburse the Company's costs associated with the construction of the infrastructure necessary to serve the Project, including, without limitation, paving and other street work related to the construction of Overlook Way, installation of a sanitary sewer line and manholes, and installation of a water line and related facilities. Upon completion of any portion of the infrastructure work and inspection approval of same by the City, the PEDC agrees to reimburse the Company for the cost of such work within sixty (60) days after submission to PEDC of an invoice for such work. In no event may the PEDC's incentive exceed \$70,000.00 in the aggregate regardless of the Company's final cost for the construction of infrastructure necessary to serve the Project.

Article 6.

Liability

6.1. By executing this Agreement, the Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which PEDC or the City is responsible that is not otherwise addressed by this Agreement. In addition, the Company assumes no legal liability for the actions of PEDC from PEDC's execution of this Agreement. By executing this Agreement, PEDC assumes no obligation, duty or other responsibility with regard to any duty, right, obligation, liability or responsibility associated with the Project for which the Company is responsible. In addition, PEDC assumes no legal liability for any action, duty, right, obligation, or responsibility of the Company or its successors or assigns by virtue of the Company's execution of this Agreement.

6.2. Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, officers, members or trustees of any other Party. Each Party to this Agreement is solely responsible for the actions and omissions of its own employees, agents, directors, officers, members or trustees to the extent allowed or otherwise required by law.

6.3. Neither party shall be liable to the other for consequential, punitive or special damages. The Company's liability hereunder shall be limited to the return of any portion of the Grant received by it pursuant to this Agreement together with accrued and unpaid interest as provided herein.

Article 7.

Events of Default by Company

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

7.1. Sale of the Property/Project: The Company sells the Property and the Project constructed thereon, or any part thereof or any interest therein, prior to the issuance by the City of a Certificate of Occupancy for the Project, without the prior written consent of the PEDC which shall not be unreasonably withheld, conditioned or delayed.

7.2. Failure to Begin Construction: The Company fails to initiate construction by December 31, 2021, which shall be defined as the issuance of a construction permit from the City of Palestine, Texas, subject to delays caused by Force Majeure.

7.3. Failure to Maintain Operation of the Project: The Company fails to operate and continuously maintain the Project as an apartment building subject to closure during periods of Force Majeure.

7.4. Event of Bankruptcy or Insolvency: The Company's dissolution or termination of its existence as a going business, insolvency, appointment of receiver for any part of Company's property, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, any type of creditor workout for Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company, unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing, any of which occur prior to the end of the Term of this Agreement.

7.5. Undocumented Workers: During the term of this Agreement, the Company knowingly employs any Undocumented Worker as that term is defined herein according to Texas Government Code Section 2264.001, as may be amended.

7.6. False Statements: Any warranty, representation or statement made or furnished to PEDC by or on behalf of Company through an authorized representative of Company, under this Agreement which was false or misleading in any material respect, either now or at the time made or furnished, and Company fails to cure same to the satisfaction of PEDC within thirty (30) days after written notice from PEDC describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Company fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Company learns that any such warranty, representation or statement has become false or misleading, and Company fails to provide written notice to PEDC of the false and misleading nature of such warranty, representation or statement within ten (10) days after Company learns of its false or misleading nature.

7.7. Miscellaneous Defaults: The Company fails to comply with or perform any other term, condition, affirmative covenant or obligation contained in this Agreement; the Company's

failure to comply with or perform any other term, obligation, affirmative covenant or condition contained in any other agreement between PEDC and the Company is not permissible under the applicable provisions of the Act, which is not cured within any applicable cure period.

7.8. If Company fails to cure or correct an Event of Default as described by this Agreement within sixty (60) days of the PEDC's written notice to Company to cure the Event of Default, or if Company's Event of Default is incurable, or if such Event of Default cannot be cured within such sixty (60) day period in the exercise of all due diligence, then if Company fails to commence such cure within such sixty (60) day period or fails to continuously thereafter diligently prosecute the cure of such Event of Default then Company shall be immediately obligated to repay all PEDC Grant funds tendered to or on behalf of the Company pursuant to Article 5 hereof within sixty (60) days after the date the PEDC sends its written demand for repayment of the PEDC Grant funds, in whole or in part, to the Company in accordance with Section 9.1 hereof.

7.9. In the event the Company does not tender repayment to the PEDC of any Grant amount due and owing within the sixty (60) days required by Section 7.8 above, then the outstanding Grant amount shall accrue interest in the amount of eight percent (8%) per annum until such time the Company repays the Grant balance due.

7.10. Any delay for any amount of time by the PEDC in providing notice of Default to Company shall in no event be deemed or constitute a waiver of such Default by the PEDC of any of its rights and remedies available in law or in equity.

7.11. Any waiver granted the PEDC to Company of an Event of Default shall not be deemed or constitute a waiver of any other existing or future Event of Default by Company or of a subsequent Event of Default of the same act or event by Company.

Article 8.

Events of Default by PEDC

8.1. It shall be an Event of Default by PEDC under this Agreement if PEDC fails to perform its obligations under Article 5 of this Agreement. If PEDC fails to cure such Event of Default within sixty (60) days of its receipt of written notice from the Company, then the Company shall have all remedies available at law or in equity for the enforcement of this Agreement.

8.2. Should the PEDC fail to timely, fully and completely comply with any one or more of the requirements obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Event of Default by the PEDC and the PEDC shall have sixty (60) days to cure and remove the Event of Default upon receipt of written notice to do so from Company. Company specifically agrees that the PEDC shall only be liable to Company for a maximum amount of \$70,000.00 (SEVENTY THOUSAND DOLLARS and NO/100s)(if Company meets all applicable conditions) and the PEDC shall not be liable to Company for any other actual or consequential damages, direct or indirect, or interest for any Event of Default by the PEDC under the term of this Agreement.

Article 9.

Notices

9.1. Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified with return receipt requested and addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery,” addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by email with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States mail as provided in (i) will be deemed delivered, whether or not actually received, three (3) days after the date of mailing. Payments to any Party shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to a Party in writing. For purposes of this Article IX, the addresses of the Parties will, until changed, be as provided in Section 9.2 below, be as follows:

The Company:	The Overlook Lifestyle Apt Homes LLC Attention: Marie C. Freeman, Manager 13770 Noel Road #803424 Dallas, Texas 75240 Email: marie@ejtventures.com
with a copy to:	Scheef & Stone, LLP Attention: Gardner Savage 500 N. Akard Street, Suite 2700 Dallas, Texas 75201 Email: gardner.savage@solidcounsel.com
PEDC:	Palestine Economic Development Corporation Attn: Economic Development Director 100 Willow Creek Parkway, Suite A Palestine, Texas 75801 Email: ldenton@palestine-tx.org
With a copy to:	The City of Palestine, Texas Attn: City Manager 504 North Queen Street Palestine, Texas 75801 Email: CityManager@palestine-tx.org

9.2. Either Party may designate a different address by giving the other Party ten (10) days written notice.

Article 10.

Miscellaneous Provisions

10. The following miscellaneous provisions are a part of this Agreement:
 - 10.1. Disclaimer: Nothing herein shall confer upon any person, firm, or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns unless otherwise provided by law. The Company shall not assign this Agreement to any third party without the prior written consent of the PEDC which will not be unreasonably withheld, conditioned or delayed.
 - 10.2. Entire Agreement and Amendments: This Agreement constitutes the entire understanding and agreement of the Parties as to the matters made the subject of this Agreement. There are no binding agreements or representations by either of the parties except for those set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. Except as expressly provided herein, there are no third-party beneficiaries of this Agreement.
 - 10.3. Approvals or Consents: Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an appropriate ordinance, resolution, or minute order adopted by the governing body or board of the appropriate Party and by the governing body of the City, to the extent required, or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.
 - 10.4. Modification: This Agreement shall be subject to change or modification only with the mutual written consent of PEDC and the Company.
 - 10.5. Supplementation: In the event any further documentation or information is required for this Agreement to be valid, then the Parties to this Agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this Agreement provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to honor or otherwise enable the full effect of this Agreement; provided, however, that the Parties shall not be required to do anything that

has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.

- 10.6. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Anderson County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Anderson County, Texas. In any lawsuit to enforce this Agreement, the prevailing party shall be entitled to judgment for its reasonable and necessary attorney's fees incurred in addition to other remedies available at law or in equity.
- 10.7. Binding Obligation: PEDC warrants and represents that the individual executing this Agreement on behalf of PEDC has full authority to execute this Agreement and bind PEDC to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Company to the same. Each party represents and warrants that it is duly authorized to enter into this Agreement and to perform its obligations contemplated hereunder. This Agreement shall be binding upon, and inure to the benefit of, PEDC and its successors and assigns. This Agreement shall be binding upon, and shall inure to the benefit of Company, its successors and permitted assigns. Notwithstanding anything herein to the contrary, Company may not transfer, encumber or assign any of its rights or obligations under this Agreement without the prior written consent of PEDC, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Company may assign all of its rights under this Agreement to an affiliated Texas entity formed by the owner(s) of Company for the purpose of constructing, owning and operating the Project. Any such assignment shall be in writing, shall be signed by Company and the assignee, and shall include a covenant by the assignee to assume and perform all of the obligations of Company under this Agreement. No assignment of this Agreement shall release the Company from its obligations under this Agreement. A copy of any such assignment shall be provided to PEDC prior to execution and delivery of the deed required hereunder.
- 10.8. Caption Headings: Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- 10.9. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- 10.10. Review and Inspection: The Company agrees to allow PEDC (and its agents and representatives) to inspect the Project in the event of suspected default

after at least ten (10) days' written notice to Company, and to review (and copy) any and all of the Company's records, documents, agreements and other instruments as related to this agreement for the following purposes: (i) to ensure, confirm and document the Company's compliance with the covenants set forth herein; (ii) to determine and document the existence of any Event of Default; and (iii) to determine and document compliance with any other term or condition of this Agreement.

- 10.11. Severability: If a court of competent jurisdiction finds any provision of this agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- 10.12. Survival: All warranties, representations, and covenants made by Company in this Agreement or in any certificate or other instrument delivered by Company to PEDC under this Agreement shall be considered to have been relied upon by PEDC and will survive the making of this Agreement, regardless of any investigation made by PEDC or on PEDC's behalf.
- 10.13. Time is of the Essence: Time is of the essence in the performance of this Agreement.
- 10.14. Filing of Agreement: This Agreement may be filed in the Official Public Records of Anderson County, Texas. The provisions of this Agreement shall be deemed to run with the Land and shall be binding on successors and permitted assigns of Company. Provided, however, upon the expiration or termination of this Agreement, it shall be of no further force or effect and shall not thereafter be binding on the Land or the parties.
- 10.15. Merger: The terms contained in this Agreement represent the final agreement among and between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties agree that by entering into this Agreement they have not relied upon any representation other than those contained in this Agreement. The Parties agree that they have read this Agreement, sought the advice of counsel, understand the terms of this Agreement and have executed this Agreement voluntarily.
- 10.16. Immunity. To the extent applicable, nothing in this Agreement shall constitute a waiver by the PEDC of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the PEDC to being sued.

10.17. Attorney's Fees: In the event it becomes necessary for PEDC to file a suit to enforce this Agreement or any provisions of this Agreement, PEDC shall be entitled to recover against the Company, in addition to all other remedies or damages, its reasonable and necessary attorneys' fees and court costs PEDC incurred upon prevailing in such suit. In the event PEDC is dissolved during the term of this Agreement, then the City shall have all legal rights necessary to enforce this Agreement on behalf of the former PEDC and the City shall be entitled to recover against the Company, in addition to all other remedies or damages, reasonable and necessary attorneys' fees and court costs the City incurred upon prevailing in such suit.

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SIGNATURES:

THE OVERLOOK LIFESTYLE APT HOMES LLC,
a Texas limited liability company

By:_____

Marie C. Freeman, Manager

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

§

§

Before me, the undersigned notary public, on this day personally appeared Marie Freeman, Manager of The Overlook Lifestyle Apt Homes LLC, a Texas limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed in the capacity therein stated.

Given under my bond and official seal this _____ day of _____, 2020.

Notary Public, State of Texas

NOTARY ID:_____

By:_____

Larry Weber, President

Palestine Economic Development Corporation
A Texas Development Corporation

Date:_____

ATTEST:

Terry Johnson

Approved as to Form:

Christopher L. Nichols, EDC Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF ANDERSON

§

Before me, the undersigned notary public, on this day personally appeared Larry Weber, President of the Palestine Economic Development Corporation, a Texas development corporation, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed in the capacity therein stated.

Given under my bond and official seal this ____ day of _____, 2020.

Notary Public, State of Texas

NOTARY ID:_____

Approved by the City of Palestine, Texas

By:_____

Steve Presley, Mayor

Date:_____

ATTEST:

Teresa Herrera, City Secretary

Approved as to Form:

Gary Landers, City Attorney



Agenda Date: September 28, 2020
To: City Council
From: Lisa Denton, Economic Development Director
Agenda Item: Second Reading and possible action of a Resolution
Date Submitted: 09/24/2020

SUMMARY:

Second Reading and possible action of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC

RECOMMENDED ACTION:

Second Reading and approval of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC

CITY MANAGER APPROVAL:

Second Reading and possible action of a Resolution regarding Palestine Economic Development Corporation infrastructure grant, in the amount of \$70,000, to The Overlook Lifestyle Apt Homes LLC

Attachments

Resolution

RESOLUTION NO. R-____-20

A RESOLUTION OF THE CITY OF PALESTINE, TEXAS, APPROVING A PROJECT OF THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION, TO WIT: A INFRASTRUCTURE REIMBURSEMENT GRANT OF UP TO \$70,000.00 IN SALES TAX REBATES TO THE OVERLOOK LIFESTYLE APT HOMES LLC, IN CONSIDERATION IT ENHANCING LOCAL ECONOMIC DEVELOPMENT, CREATING NEW MULTI-FAMILY LUXURY APARTMENT HOMES, MAKING CAPITAL INVESTMENTS, CREATING EMPLOYMENT OPPORTUNITIES, GENERATING AD VALOREM TAX REVENUE; COMPLYING WITH SECTION 505.158, TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR TWO SEPARATE READINGS; OPEN MEETING READING AND ADOPTION, AND AN EFFECTIVE DATE

WHEREAS, Section 505.158 of the Texas Local Government Code requires that a Type B Corporation authorized by a city with a population of 20,000 or less that approves a project requiring an expenditure of \$10,000 or more may not undertake the project until the governing body of the city adopts a resolution authorizing the project after giving the resolution two separate readings; and

WHEREAS, on September 22, 2020, the Board of Directors of the Palestine Economic Development Corporation (“PEDC”), a Type B Economic Development Corporation, approved a Project through a performance agreement with The Outlook Lifestyle Apt Homes LLC (“Company”), wherein Company agrees to (1) make at least significant in capital investments to a proposed multi-family luxury apartment community Project known as The Overlook Apartments to be located in the northwest corridor of Loop 256, Palestine, Texas 75801 within the city limits of the City of Palestine (“the City”) which will provide a new residential amenity needed in the City and which will further enhance surrounding economic development projects; and

WHEREAS, in consideration of Company creating such an amenity and economic activity, the PEDC agreed to provide Company with an infrastructure reimbursement grant not to exceed at total of \$70,000 (the “Incentive”); and

WHEREAS, the City Council finds that the Incentive will promote the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state and the City of Palestine; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out of the authority granted by law to the City and PEDC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, that:

1. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

2. The project approved by the Board of Directors of the Palestine EDC, as more fully described in the performance agreement between Company and PEDC, attached hereto as Exhibit "A," being the payment of infrastructure expense reimbursements up to \$70,000 to Company in return for the construction of The Overlook Apartments and economic activity, as described above, is hereby in all things approved and authorized.

3. This Resolution shall take effect immediately from and after its passage at a second separate reading.

4. This Resolution is read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

READ AND APPROVED by the City Council of the City of Palestine, Texas at first reading on the _____ day of _____, 2020.

READ AND ADOPTED by the City Council of the City of Palestine, Texas at second reading on the _____ day of _____, 2020.

CITY OF PALESTINE, TEXAS

Steve Presley, Mayor

ATTEST:

Teresa Herrera, City Secretary

EXHIBIT “A”

[Performance Agreement]



Agenda Date: September 28, 2020
To: City Council
From: Teresa Herrera, City Secretary
Agenda Item: 001-Palestine Paving & ADA Athletic Complex and Paving Texas State Railroad
Date Submitted:

SUMMARY:

Discussion and possible action regarding awarding 001-Palestine Paving & ADA Athletic Complex and Paving Texas State Railroad.

RECOMMENDED ACTION:

Discussion and possible action regarding awarding 001-Palestine Paving & ADA Athletic Complex and Paving Texas State Railroad.

CITY MANAGER APPROVAL:

Attachments

CRF Fact Sheet
CRF Allocations

Coronavirus Relief Fund (CRF) Aid Fact Sheet

Texas Received: \$11.24 billion

Texas Jurisdictions w/Direct U.S. Treasury Payments (Populations 500,000+): \$3.2 billion

Texas Jurisdictions (Not receiving direct U.S. Treasury Payments): \$1.85 billion

Background

- Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Coronavirus Relief Fund (CRF) is to be used to make payments for specified uses to states and local governments.
- Total CRF funding allocated to the state of Texas is \$11.24 billion.
- The U.S. Treasury managed the initial distribution of these funds to states and jurisdictions with populations above 500,000.
 - Austin
 - Bexar County
 - Collin County
 - Dallas County
 - Dallas
 - Denton County
 - El Paso County
 - El Paso
 - Fort Bend County
 - Fort Worth
 - Harris County
 - Hidalgo County
 - Houston
 - Montgomery County
 - San Antonio
 - Tarrant County
 - Travis County
 - Williamson County

Funding Available for All Jurisdictions

What do I do if I am...?	
One of the 18 jurisdictions receiving funds direct from the U.S. Treasury?	Payments went direct to these 18 jurisdictions.
A jurisdiction that did not receive a direct payment from the U.S. Treasury but located in a county that DID receive a direct payment?	Please contact your county.
A jurisdiction that did not receive a direct payment from the U.S. Treasury and located in a county that DID NOT receive a direct payment?	The county judge or mayor must review, sign and submit the Terms and Conditions and certification documents below. The 20% payment will be processed as soon as this documentation is received.

Funds to Jurisdictions Outside of Jurisdictions of 500,000+

- Initially, each eligible jurisdiction will receive an immediate distribution of 20 percent (20%) of the allocations listed in this document. Documentation is required for this first 20%.
- The remainder of the allocation will be reimbursement based. Jurisdictions will submit documentation to TDEM and request reimbursement.
- Funding managed by the Texas Division of Emergency Management (TDEM)
- TDEM will manage through the Grants Management System (GMS)

How to Access These Funds

1. Go to the TDEM Website: [TDEM.TEXAS.GOV/CRF](https://tdem.texas.gov/crf)
2. Download Terms and Conditions Document
3. The county judge, mayor or city manager must review, approve and sign
4. Completed form is emailed to CRF@tdem.texas.gov or uploaded direct to the website
5. A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

How Can These Funds be Used (LAW)

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Note: A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Categories of Eligible Expenditures (GUIDANCE)

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

6. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund’s eligibility criteria.

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

Prohibited Costs

- Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- Damages covered by insurance.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- Reimbursement to donors for donated items or services.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay.
- Legal settlements.

Other Key Information

Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses.

Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Anderson County	57,735	36,318	\$1,997,490	\$399,498
Elkhart	1,314	1,314	\$72,270	\$14,454
Frankston	1,221	1,221	\$67,155	\$13,431
Palestine	18,882	18,882	\$1,038,510	\$207,702
	21,417			
Andrews County	18,705	4,052	\$222,860	\$44,572
Andrews	14,653	14,653	\$805,915	\$161,183
	14,653			
Angelina County	86,715	35,532	\$1,954,260	\$390,852
Burke	764	764	\$42,020	\$8,404
Diboll	5,378	5,378	\$295,790	\$59,158
Hudson	5,051	5,051	\$277,805	\$55,561
Huntington	2,201	2,201	\$121,055	\$24,211
Lufkin	37,047	37,047	\$2,037,585	\$407,517
Zavalla	742	742	\$40,810	\$8,162
	51,183			
Aransas County	23,510	11,114	\$611,270	\$122,254
Aransas Pass	733	733	\$40,315	\$8,063
Fulton	1,419	1,419	\$78,045	\$15,609
Rockport	10,244	10,244	\$563,420	\$112,684
	12,396			
Archer County	8,553	2,649	\$145,695	\$29,139
Archer City	1,929	1,929	\$106,095	\$21,219
Holliday	1,792	1,792	\$98,560	\$19,712
Lakeside City (Archer)	1,094	1,094	\$60,170	\$12,034
Megargel	198	198	\$10,890	\$2,178
Scotland	523	523	\$28,765	\$5,753
Windthorst	368	368	\$20,240	\$4,048
	5,904			
Armstrong County	1,887	653	\$35,915	\$7,183
Claude	1,234	1,234	\$67,870	\$13,574
	1,234			
Atascosa County	51,153	25,280	\$1,390,400	\$278,080
Charlotte	1,842	1,842	\$101,310	\$20,262
Christine	435	435	\$23,925	\$4,785
Jourdanton	4,532	4,532	\$249,260	\$49,852
Lytle	2,394	2,394	\$131,670	\$26,334
Pleasanton	10,794	10,794	\$593,670	\$118,734
Poteet	3,482	3,482	\$191,510	\$38,302
Lytle	2,394	2,394	\$131,670	\$26,334
	25,873			
Austin County	30,032	15,479	\$851,345	\$170,269
Bellville	4,523	4,523	\$248,765	\$49,753
Brazos Country	494	494	\$27,170	\$5,434
Industry	337	337	\$18,535	\$3,707
San Felipe	874	874	\$48,070	\$9,614

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Sealy	6,946	6,946	\$382,030	\$76,406
Wallis	1,379	1,379	\$75,845	\$15,169
	14,553			
Bailey County	7,000	1,739	\$95,645	\$19,129
Muleshoe	5,261	5,261	\$289,355	\$57,871
	5,261			
Bandera County	23,112	22,156	\$1,218,580	\$243,716
Bandera	956	956	\$52,580	\$10,516
	956			
Bastrop County	88,723	65,777	\$3,617,735	\$723,547
Bastrop	9,211	9,211	\$506,605	\$101,321
Elgin	9,177	9,177	\$504,735	\$100,947
Smithville	4,558	4,558	\$250,690	\$50,138
	22,946			
Baylor County	3,509	743	\$40,865	\$8,173
Seymour	2,766	2,766	\$152,130	\$30,426
	2,766			
Bee County	32,565	19,121	\$1,051,655	\$210,331
Beeville	13,444	13,444	\$739,420	\$147,884
	13,444			
Bell County	362,924	58,377	\$3,210,735	\$642,147
Bartlett	711	711	\$39,105	\$7,821
Belton	22,281	22,281	\$1,225,455	\$245,091
Harker Heights	32,534	32,534	\$1,789,370	\$357,874
Holland	1,157	1,157	\$63,635	\$12,727
Killeen	151,547	151,547	\$8,335,085	\$1,667,017
Little River-Academy	2,076	2,076	\$114,180	\$22,836
Moody	1,426	1,426	\$78,430	\$15,686
Morgan's Point Resort	4,702	4,702	\$258,610	\$51,722
Nolanville	5,540	5,540	\$304,700	\$60,940
Rogers	1,226	1,226	\$67,430	\$13,486
Salado	2,096	2,096	\$115,280	\$23,056
Temple	77,295	77,295	\$4,251,225	\$850,245
Troy	1,956	1,956	\$107,580	\$21,516
	304,547			
Blanco County	11,931	7,634	\$419,870	\$83,974
Blanco	2,052	2,052	\$112,860	\$22,572
Johnson City	2,059	2,059	\$113,245	\$22,649
Round Mountain	186	186	\$10,230	\$2,046
	4,297			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Borden County	654	654	\$35,970	\$7,194
	654			
Bosque County	18,685	10,344	\$568,920	\$113,784
Clifton	3,562	3,562	\$195,910	\$39,182
Cranfills Gap	289	289	\$15,895	\$3,179
Iredell	340	340	\$18,700	\$3,740
Meridian	1,511	1,511	\$83,105	\$16,621
Morgan	515	515	\$28,325	\$5,665
Valley Mills	1,197	1,197	\$65,835	\$13,167
Walnut Springs	927	927	\$50,985	\$10,197
	8,341			
Bowie County	93,245	31,918	\$1,755,490	\$351,098
De Kalb	1,712	1,712	\$94,160	\$18,832
Hooks	2,774	2,774	\$152,570	\$30,514
Leary	491	491	\$27,005	\$5,401
Maud	1,079	1,079	\$59,345	\$11,869
Nash	3,858	3,858	\$212,190	\$42,438
New Boston	4,660	4,660	\$256,300	\$51,260
Red Lick	1,054	1,054	\$57,970	\$11,594
Redwater	1,126	1,126	\$61,930	\$12,386
Texarkana	38,816	38,816	\$2,134,880	\$426,976
Wake Village	5,757	5,757	\$316,635	\$63,327
	61,327			
Brazoria County	374,264	113,656	\$6,251,080	\$1,250,216
Alvin	28,179	28,179	\$1,549,845	\$309,969
Angleton	20,571	20,571	\$1,131,405	\$226,281
Bailey's Prairie	798	798	\$43,890	\$8,778
Bonney	354	354	\$19,470	\$3,894
Brazoria	3,467	3,467	\$190,685	\$38,137
Brookside Village	1,662	1,662	\$91,410	\$18,282
Clute	12,156	12,156	\$668,580	\$133,716
Danbury	1,878	1,878	\$103,290	\$20,658
Freeport	12,556	12,556	\$690,580	\$138,116
Hillcrest	779	779	\$42,845	\$8,569
Holiday Lakes	1,247	1,247	\$68,585	\$13,717
Iowa Colony	2,229	2,229	\$122,595	\$24,519
Jones Creek	2,195	2,195	\$120,725	\$24,145
Lake Jackson	27,699	27,699	\$1,523,445	\$304,689
Liverpool	573	573	\$31,515	\$6,303
Manvel	13,532	13,532	\$744,260	\$148,852
Oyster Creek	1,199	1,199	\$65,945	\$13,189
Pearland	115,891	115,891	\$6,374,005	\$1,274,801
Quintana	119	119	\$6,545	\$1,309
Richwood	4,247	4,247	\$233,585	\$46,717
Sandy Point	245	245	\$13,475	\$2,695
Surfside Beach	581	581	\$31,955	\$6,391

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Sweeny	4,182	4,182	\$230,010	\$46,002
West Columbia	4,269	4,269	\$234,795	\$46,959
	260,608			
Brazos County	229,211	26,134	\$1,437,370	\$287,474
Bryan	85,224	85,224	\$4,687,320	\$937,464
College Station	116,998	116,998	\$6,434,890	\$1,286,978
Kurten	371	371	\$20,405	\$4,081
Millican	240	240	\$13,200	\$2,640
Wixon Valley	244	244	\$13,420	\$2,684
	203,077			
Brewster County	9,203	3,238	\$178,090	\$35,618
Alpine	5,965	5,965	\$328,075	\$65,615
	5,965			
Briscoe County	1,546	476	\$26,180	\$5,236
Quitaque	379	379	\$20,845	\$4,169
Silverton	691	691	\$38,005	\$7,601
	1,070			
Brooks County	7,093	2,096	\$115,280	\$23,056
Falfurrias	4,997	4,997	\$274,835	\$54,967
	4,997			
Brown County	37,864	12,868	\$707,740	\$141,548
Bangs	1,588	1,588	\$87,340	\$17,468
Blanket	392	392	\$21,560	\$4,312
Brownwood	19,898	19,898	\$1,094,390	\$218,878
Early	3,118	3,118	\$171,490	\$34,298
	24,996			
Burleson County	18,443	11,853	\$651,915	\$130,383
Caldwell	4,538	4,538	\$249,590	\$49,918
Snook	541	541	\$29,755	\$5,951
Somerville	1,511	1,511	\$83,105	\$16,621
	6,590			
Burnet County	48,155	22,983	\$1,264,065	\$252,813
Bertram	1,617	1,617	\$88,935	\$17,787
Burnet	6,881	6,881	\$378,455	\$75,691
Cottonwood Shores	1,345	1,345	\$73,975	\$14,795
Granite Shoals	5,117	5,117	\$281,435	\$56,287
Highland Haven	433	433	\$23,815	\$4,763
Horeshoe Bay	827	827	\$45,485	\$9,097
Marble Falls	7,125	7,125	\$391,875	\$78,375
Meadowlakes	1,827	1,827	\$100,485	\$20,097

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	25,172			
Caldwell County	43,664	21,317	\$1,172,435	\$234,487
Lockhart	13,889	13,889	\$763,895	\$152,779
Luling	6,016	6,016	\$330,880	\$66,176
Martindale	1,265	1,265	\$69,575	\$13,915
Mustang Ridge	478	478	\$26,290	\$5,258
Niederwald	118	118	\$6,490	\$1,298
Uhland	581	581	\$31,955	\$6,391
	22,347			
Calhoun County	21,290	6,631	\$364,705	\$72,941
Point Comfort	702	702	\$38,610	\$7,722
Port Lavaca	12,433	12,433	\$683,815	\$136,763
Seadrift	1,524	1,524	\$83,820	\$16,764
	14,659			
Callahan County	13,943	7,305	\$401,775	\$80,355
Baird	1,534	1,534	\$84,370	\$16,874
Clyde	3,992	3,992	\$219,560	\$43,912
Cross Plains	1,015	1,015	\$55,825	\$11,165
Putnam	97	97	\$5,335	\$1,067
	6,638			
Cameron County	423,163	100,076	\$5,504,180	\$1,100,836
Bayview	408	408	\$22,440	\$4,488
Brownsville	185,625	185,625	\$10,209,375	\$2,041,875
Combes	3,107	3,107	\$170,885	\$34,177
Harlingen	68,328	68,328	\$3,758,040	\$751,608
Indian Lake	860	860	\$47,300	\$9,460
La Feria	7,814	7,814	\$429,770	\$85,954
Los Fresnos (Cameron)	8,030	8,030	\$441,650	\$88,330
Los Indios	1,060	1,060	\$58,300	\$11,660
Palm Valley	1,259	1,259	\$69,245	\$13,849
Port Isabel	5,130	5,130	\$282,150	\$56,430
Primera	5,146	5,146	\$283,030	\$56,606
Rancho Viejo (Cameron)	2,573	2,573	\$141,515	\$28,303
Rangerville	355	355	\$19,525	\$3,905
Rio Hondo	2,720	2,720	\$149,600	\$29,920
San Benito	24,640	24,640	\$1,355,200	\$271,040
Santa Rosa (Cameron)	2,758	2,758	\$151,690	\$30,338
Solis CDP	441	441	\$24,255	\$4,851
South Padre Island	2,833	2,833	\$155,815	\$31,163
	323,087			
Camp County	13,094	8,370	\$460,350	\$92,070
Pittsburg	4,724	4,724	\$259,820	\$51,964
	4,724			
Carson County	5,926	1,463	\$80,465	\$16,093

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Groom	563	563	\$30,965	\$6,193
Panhandle	2,430	2,430	\$133,650	\$26,730
Skellytown	456	456	\$25,080	\$5,016
White Deer	1,014	1,014	\$55,770	\$11,154
	4,463			
Cass County	30,026	17,837	\$981,035	\$196,207
Atlanta	5,683	5,683	\$312,565	\$62,513
Avinger	444	444	\$24,420	\$4,884
Bloomburg	418	418	\$22,990	\$4,598
Domino	108	108	\$5,940	\$1,188
Douglassville	223	223	\$12,265	\$2,453
Hughes Springs	1,730	1,730	\$95,150	\$19,030
Linden	1,967	1,967	\$108,185	\$21,637
Marietta	132	132	\$7,260	\$1,452
Queen City	1,484	1,484	\$81,620	\$16,324
	12,189			
Castro County	7,530	1,988	\$109,340	\$21,868
Dimmitt	4,174	4,174	\$229,570	\$45,914
Hart	1,064	1,064	\$58,520	\$11,704
Nazareth	304	304	\$16,720	\$3,344
	5,542			
Chambers County	43,837	26,702	\$1,468,610	\$293,722
Anahuac	2,508	2,508	\$137,940	\$27,588
Baytown	4,145	4,145	\$227,975	\$45,595
Beach City	2,736	2,736	\$150,480	\$30,096
Cove	550	550	\$30,250	\$6,050
Mont Belvieu	5,933	5,933	\$326,315	\$65,263
Old River-Winfree	1,263	1,263	\$69,465	\$13,893
	17,135			
Cherokee County	52,646	27,488	\$1,511,840	\$302,368
Alto	1,282	1,282	\$70,510	\$14,102
Bullard	66	66	\$3,630	\$726
Cuney	138	138	\$7,590	\$1,518
Gallatin	440	440	\$24,200	\$4,840
Jacksonville	15,138	15,138	\$832,590	\$166,518
New Summerfield	1,214	1,214	\$66,770	\$13,354
Reklaw	225	225	\$12,375	\$2,475
Rusk	5,745	5,745	\$315,975	\$63,195
Troup	64	64	\$3,520	\$704
Wells	846	846	\$46,530	\$9,306
	25,158			
Childress County	7,306	1,111	\$61,105	\$12,221
Childress	6,195	6,195	\$340,725	\$68,145

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	6,195			
Clay County	10,471	5,252	\$288,860	\$57,772
Bellevue	350	350	\$19,250	\$3,850
Byers	477	477	\$26,235	\$5,247
Dean	474	474	\$26,070	\$5,214
Henrietta	3,071	3,071	\$168,905	\$33,781
Jolly	160	160	\$8,800	\$1,760
Petrolia	670	670	\$36,850	\$7,370
Windthorst	17	17	\$935	\$187
	5,219			
Cochran County	2,853	633	\$34,815	\$6,963
Morton	1,781	1,781	\$97,955	\$19,591
Whiteface	439	439	\$24,145	\$4,829
	2,220			
Coke County	3,387	1,300	\$71,500	\$14,300
Bronte	999	999	\$54,945	\$10,989
Robert Lee	1,073	1,073	\$59,015	\$11,803
Blackwell	15	15	\$825	\$165
	2,087			
Coleman County	8,175	2,555	\$140,525	\$28,105
Coleman	4,432	4,432	\$243,760	\$48,752
Novice	137	137	\$7,535	\$1,507
Santa Anna (Coleman)	1,051	1,051	\$57,805	\$11,561
	5,620			
Collingsworth County	2,920	772	\$42,460	\$8,492
Dodson	104	104	\$5,720	\$1,144
Wellington	2,044	2,044	\$112,420	\$22,484
	2,148			
Colorado County	21,493	11,839	\$651,145	\$130,229
Columbus	3,715	3,715	\$204,325	\$40,865
Eagle Lake	3,699	3,699	\$203,445	\$40,689
Weimar	2,240	2,240	\$123,200	\$24,640
	9,654			
Comal County	156,209	74,513	\$4,098,215	\$819,643
Bulverde	5,783	5,783	\$318,065	\$63,613
Fair Oaks Ranch	424	424	\$23,320	\$4,664
Garden Ridge	4,121	4,121	\$226,655	\$45,331
New Braunfels	69,915	69,915	\$3,845,325	\$769,065
Schertz	1,171	1,171	\$64,405	\$12,881
Selma	27	27	\$1,485	\$297

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Spring Branch	255	255	\$14,025	\$2,805
	81,696			
Comanche County	13,635	6,551	\$360,305	\$72,061
Comanche	4,351	4,351	\$239,305	\$47,861
De Leon	2,237	2,237	\$123,035	\$24,607
Gustine	496	496	\$27,280	\$5,456
	7,084			
Concho County	2,726	1,143	\$62,865	\$12,573
Eden	1,460	1,460	\$80,300	\$16,060
Paint Rock	123	123	\$6,765	\$1,353
	1,583			
Cooke County	41,257	20,433	\$1,123,815	\$224,763
Callisburg	382	382	\$21,010	\$4,202
Gainesville	16,639	16,639	\$915,145	\$183,029
Lindsay (Cooke)	1,127	1,127	\$61,985	\$12,397
Muenster	1,634	1,634	\$89,870	\$17,974
Oak Ridge (Cooke)	200	200	\$11,000	\$2,200
Valley View	842	842	\$46,310	\$9,262
	20,824			
Coryell County	75,951	26,781	\$1,472,955	\$294,591
Copperas Cove	31,989	31,989	\$1,759,395	\$351,879
Gatesville	16,078	16,078	\$884,290	\$176,858
Oglesby	469	469	\$25,795	\$5,159
South Mountain	362	362	\$19,910	\$3,982
Evant	272	272	\$14,960	\$2,992
	49,170			
Cottle County	1,398	331	\$18,205	\$3,641
Paducah	1,067	1,067	\$58,685	\$11,737
	1,067			
Crane County	4,797	1,211	\$66,605	\$13,321
Crane	3,586	3,586	\$197,230	\$39,446
	3,586			
Corckett County	3,464	3,464	\$190,520	\$38,104
	3,464			
Crosby County	5,737	1,149	\$63,195	\$12,639
Crosbyton	1,594	1,594	\$87,670	\$17,534
Lorenzo	1,160	1,160	\$63,800	\$12,760
Ralls	1,834	1,834	\$100,870	\$20,174
	4,588			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Culberson County	2,171	319	\$17,545	\$3,509
Van Horn	1,852	1,852	\$101,860	\$20,372
	1,852			
Dallam County	7,287	1,134	\$62,370	\$12,474
Dalhart	5,622	5,622	\$309,210	\$61,842
Texline	531	531	\$29,205	\$5,841
	6,153			
Dawson County	12,728	3,380	\$185,900	\$37,180
Lamesa	8,816	8,816	\$484,880	\$96,976
Los Ybanez	17	17	\$935	\$187
O' Donnell	115	115	\$6,325	\$1,265
Welch CDP	246	246	\$13,530	\$2,706
Ackerly	154	154	\$8,470	\$1,694
	9,348			
Deaf Smith	18,546	3,033	\$166,815	\$33,363
Hereford	15,513	15,513	\$853,215	\$170,643
	15,513			
Delta County	5,331	3,174	\$174,570	\$34,914
Cooper	1,967	1,967	\$108,185	\$21,637
Pecan Gap	190	190	\$10,450	\$2,090
	2,157			
DeWitt County	20,160	8,060	\$443,300	\$88,660
Cuero	7,545	7,545	\$414,975	\$82,995
Nordheim	316	316	\$17,380	\$3,476
Yoakum	2,101	2,101	\$115,555	\$23,111
Yorktown	2,138	2,138	\$117,590	\$23,518
	12,100			
Dickens County	2,211	717	\$39,435	\$7,887
Dickens	261	261	\$14,355	\$2,871
Spur	1,233	1,233	\$67,815	\$13,563
	1,494			
Dimmit County	10,124	2,554	\$140,470	\$28,094
Asherton	1,039	1,039	\$57,145	\$11,429
Big Wells	679	679	\$37,345	\$7,469
Carrizo Springs	5,852	5,852	\$321,860	\$64,372
	7,570			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Donley County	3,278	766	\$42,130	\$8,426
Clarendon	1,844	1,844	\$101,420	\$20,284
Hedley	295	295	\$16,225	\$3,245
Howardwick	373	373	\$20,515	\$4,103
	2,512			
Duval County	11,157	3,945	\$216,975	\$43,395
Benavides	1,241	1,241	\$68,255	\$13,651
Freer	2,627	2,627	\$144,485	\$28,897
San Diego	3,344	3,344	\$183,920	\$36,784
	7,212			
Eastland County	18,360	5,896	\$324,280	\$64,856
Carbon	264	264	\$14,520	\$2,904
Cisco	3,860	3,860	\$212,300	\$42,460
Eastland	4,052	4,052	\$222,860	\$44,572
Gorman	1,038	1,038	\$57,090	\$11,418
Ranger	2,414	2,414	\$132,770	\$26,554
Rising Star	836	836	\$45,980	\$9,196
	12,464			
Ector County	166,223	47,511	\$2,613,105	\$522,621
Goldsmith	269	269	\$14,795	\$2,959
Odessa	118,443	118,443	\$6,514,365	\$1,302,873
	118,712			
Edwards County	1,932	802	\$44,110	\$8,822
Rocksprings	1,130	1,130	\$62,150	\$12,430
	1,130			
Ellis County	184,826	62,926	\$3,460,930	\$692,186
Alma	400	400	\$22,000	\$4,400
Bardwell	723	723	\$39,765	\$7,953
Cedar Hill	559	559	\$30,745	\$6,149
Ennis	21,042	21,042	\$1,157,310	\$231,462
Ferris	2,820	2,820	\$155,100	\$31,020
Garrett	935	935	\$51,425	\$10,285
Glenn Heights	3,049	3,049	\$167,695	\$33,539
Grand Prairie	28	28	\$1,540	\$308
Italy	1,957	1,957	\$107,635	\$21,527
Mansfield	119	119	\$6,545	\$1,309
Maypearl	1,146	1,146	\$63,030	\$12,606
Midlothian	28,301	28,301	\$1,556,555	\$311,311
Milford	764	764	\$42,020	\$8,404
Oak Leaf	1,479	1,479	\$81,345	\$16,269
Palmer	2,234	2,234	\$122,870	\$24,574
Pecan Hill	689	689	\$37,895	\$7,579

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Red Oak	13,153	13,153	\$723,415	\$144,683
Waxahachie	38,643	38,643	\$2,125,365	\$425,073
Ovilla	3,773	3,773	\$207,515	\$41,503
Venus	86	86	\$4,730	\$946
	121,900			
Erath County	42,698	17,021	\$936,155	\$187,231
Dublin	3,612	3,612	\$198,660	\$39,732
Stephenville	22,065	22,065	\$1,213,575	\$242,715
	25,677			
Falls County	17,297	9,078	\$499,290	\$99,858
Bruceville-Eddy	4	4	\$220	\$44
Lott	782	782	\$43,010	\$8,602
Marlin	5,665	5,665	\$311,575	\$62,315
Rosebud	1,344	1,344	\$73,920	\$14,784
Golinda	424	424	\$23,320	\$4,664
	8,219			
Fannin County	35,514	17,079	\$939,345	\$187,869
Bailey	304	304	\$16,720	\$3,344
Bonham	10,672	10,672	\$586,960	\$117,392
Dodd City	384	384	\$21,120	\$4,224
Ector	726	726	\$39,930	\$7,986
Honey Grove	1,664	1,664	\$91,520	\$18,304
Ladonia	626	626	\$34,430	\$6,886
Leonard	2,080	2,080	\$114,400	\$22,880
Pecan Gap	12	12	\$660	\$132
Ravenna	213	213	\$11,715	\$2,343
Savoy	846	846	\$46,530	\$9,306
Trenton	692	692	\$38,060	\$7,612
Whitewright	8	8	\$440	\$88
Windom	208	208	\$11,440	\$2,288
	18,435			
Fayette County	25,346	15,532	\$854,260	\$170,852
Carmine	258	258	\$14,190	\$2,838
Fayetteville	271	271	\$14,905	\$2,981
Flatonia	1,511	1,511	\$83,105	\$16,621
La Grange	4,751	4,751	\$261,305	\$52,261
Round Top	88	88	\$4,840	\$968
Schulenburg	2,935	2,935	\$161,425	\$32,285
	9,814			
Fisher	3,830	1,816	\$99,880	\$19,976
Roby	606	606	\$33,330	\$6,666
Rotan	1,408	1,408	\$77,440	\$15,488
	2,014			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Floyd County	5,712	1,397	\$76,835	\$15,367
Floydada	2,670	2,670	\$146,850	\$29,370
Lockney	1,645	1,645	\$90,475	\$18,095
	4,315			
Foard	1,155	297	\$16,335	\$3,267
Crowell	858	858	\$47,190	\$9,438
	858			
Franklin County	10,725	7,287	\$400,785	\$80,157
Mount Vernon	2,739	2,739	\$150,645	\$30,129
Winnsboro	699	699	\$38,445	\$7,689
	3,438			
Freestone County	19,717	11,647	\$640,585	\$128,117
Fairfield	2,980	2,980	\$163,900	\$32,780
Kirvin	137	137	\$7,535	\$1,507
Oakwood	37	37	\$2,035	\$407
Teague	3,588	3,588	\$197,340	\$39,468
Wortham	1,076	1,076	\$59,180	\$11,836
Streetman	252	252	\$13,860	\$2,772
	8,070			
Frio County	20,306	5,245	\$288,475	\$57,695
Dilley	4,405	4,405	\$242,275	\$48,455
Pearsall	10,656	10,656	\$586,080	\$117,216
	15,061			
Gaines County	21,492	10,965	\$603,075	\$120,615
Seagraves	2,886	2,886	\$158,730	\$31,746
Seminole	7,641	7,641	\$420,255	\$84,051
	10,527			
Galveston County	342,139	41,865	\$2,302,575	\$460,515
Bayou Vista	1,648	1,648	\$90,640	\$18,128
Clear Lake Shores	1,164	1,164	\$64,020	\$12,804
Dickinson	21,532	21,532	\$1,184,260	\$236,852
Friendswood	28,606	28,606	\$1,573,330	\$314,666
Galveston	49,638	49,638	\$2,730,090	\$546,018
Hitchcock	7,855	7,855	\$432,025	\$86,405
Jamaica Beach	1,080	1,080	\$59,400	\$11,880
Kemah	2,047	2,047	\$112,585	\$22,517
La Marque	16,817	16,817	\$924,935	\$184,987
League City	104,260	104,260	\$5,734,300	\$1,146,860
Santa Fe	13,624	13,624	\$749,320	\$149,864
Texas City	50,946	50,946	\$2,802,030	\$560,406

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Tiki Island	1,057	1,057	\$58,135	\$11,627
	300,274			
Garza County	6,229	921	\$50,655	\$10,131
Post	5,308	5,308	\$291,940	\$58,388
	5,308			
Gillespie County	26,988	15,459	\$850,245	\$170,049
Fredericksburg	11,529	11,529	\$634,095	\$126,819
	11,529			
Goliad County	7,658	5,600	\$308,000	\$61,600
Goliad	2,058	2,058	\$113,190	\$22,638
	2,058			
Gonzales County	20,837	9,099	\$500,445	\$100,089
Gonzales	7,571	7,571	\$416,405	\$83,281
Nixon	2,463	2,463	\$135,465	\$27,093
Smiley	556	556	\$30,580	\$6,116
Waelder	1,148	1,148	\$63,140	\$12,628
	11,738			
Gray County	21,886	3,593	\$197,615	\$39,523
Lefors	472	472	\$25,960	\$5,192
McLean	747	747	\$41,085	\$8,217
Pampa	17,074	17,074	\$939,070	\$187,814
	18,293			
Grayson County	136,212	40,209	\$2,211,495	\$442,299
Bells	1,552	1,552	\$85,360	\$17,072
Collinsville	1,998	1,998	\$109,890	\$21,978
Denison	25,631	25,631	\$1,409,705	\$281,941
Dorchester	168	168	\$9,240	\$1,848
Gunter	1,663	1,663	\$91,465	\$18,293
Howe	3,610	3,610	\$198,550	\$39,710
Knollwood	554	554	\$30,470	\$6,094
Pottsboro	2,522	2,522	\$138,710	\$27,742
Sadler	345	345	\$18,975	\$3,795
Sherman	44,192	44,192	\$2,430,560	\$486,112
Southmayd	1,107	1,107	\$60,885	\$12,177
Tioga	1,019	1,019	\$56,045	\$11,209
Tom Bean	1,150	1,150	\$63,250	\$12,650
Van Alstyne	4,658	4,658	\$256,190	\$51,238
Whitesboro	4,139	4,139	\$227,645	\$45,529
Whitewright	1,695	1,695	\$93,225	\$18,645
	96,003			
Gregg County	123,945	19,836	\$1,090,980	\$218,196

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Clarksville City	924	924	\$50,820	\$10,164
Easton	458	458	\$25,190	\$5,038
Gladewater	3,886	3,886	\$213,730	\$42,746
Kilgore	11,332	11,332	\$623,260	\$124,652
Lakeport	1,056	1,056	\$58,080	\$11,616
Longview	79,690	79,690	\$4,382,950	\$876,590
Warren City	294	294	\$16,170	\$3,234
White Oak	6,469	6,469	\$355,795	\$71,159
	104,109			
Grimes County	28,880	18,716	\$1,029,380	\$205,876
Anderson	240	240	\$13,200	\$2,640
Bedias	485	485	\$26,675	\$5,335
Iola	444	444	\$24,420	\$4,884
Navasota	7,937	7,937	\$436,535	\$87,307
Plantersville	938	938	\$51,590	\$10,318
Todd Mission	120	120	\$6,600	\$1,320
	10,164			
Guadalupe County	166,847	46,334	\$2,548,370	\$509,674
Cibolo	31,066	31,066	\$1,708,630	\$341,726
Kingsbury	130	130	\$7,150	\$1,430
Marion	1,241	1,241	\$68,255	\$13,651
New Berlin	608	608	\$33,440	\$6,688
New Braunfels	14,697	14,697	\$808,335	\$161,667
Santa Clara	733	733	\$40,315	\$8,063
Schertz	37,860	37,860	\$2,082,300	\$416,460
Seguin	31,239	31,239	\$1,718,145	\$343,629
Selma	2,668	2,668	\$146,740	\$29,348
Staples	271	271	\$14,905	\$2,981
	120,513			
Hale County	33,406	4,583	\$252,065	\$50,413
Edmondson	103	103	\$5,665	\$1,133
Hale Center	2,097	2,097	\$115,335	\$23,067
Petersburg	1,149	1,149	\$63,195	\$12,639
Plainview	20,740	20,740	\$1,140,700	\$228,140
Abernathy	1,970	1,970	\$108,350	\$21,670
Estelline	138	138	\$7,590	\$1,518
Lakeview	95	95	\$5,225	\$1,045
Memphis	2,148	2,148	\$118,140	\$23,628
Turkey	383	383	\$21,065	\$4,213
	28,823			
Hall County	2,964	293	\$16,115	\$3,223
Estelline	131	131	\$7,205	\$1,441
Lakeview	98	98	\$5,390	\$1,078
Memphis	2,058	2,058	\$113,190	\$22,638
Turkey	384	384	\$21,120	\$4,224

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	2,671			
Hamilton County	8,461	3,704	\$203,720	\$40,744
Evant	136	136	\$7,480	\$1,496
Hamilton	3,159	3,159	\$173,745	\$34,749
Hico	1,462	1,462	\$80,410	\$16,082
	4,757			
Hansford County	5,399	971	\$53,405	\$10,681
Gruver	1,137	1,137	\$62,535	\$12,507
Spearman	3,291	3,291	\$181,005	\$36,201
	4,428			
Hardeman County	3,933	893	\$49,115	\$9,823
Chillicothe	652	652	\$35,860	\$7,172
Quanah	2,388	2,388	\$131,340	\$26,268
	3,040			
Hardin County	57,602	33,468	\$1,840,740	\$368,148
Kountze	2,130	2,130	\$117,150	\$23,430
Lumberton	12,834	12,834	\$705,870	\$141,174
Rose Hill Acres	415	415	\$22,825	\$4,565
Silsbee	6,815	6,815	\$374,825	\$74,965
Sour Lake	1,940	1,940	\$106,700	\$21,340
	24,134			
Harrison County	66,553	32,816	\$1,804,880	\$360,976
Hallsville	4,335	4,335	\$238,425	\$47,685
Longview	1,957	1,957	\$107,635	\$21,527
Marshall	24,444	24,444	\$1,344,420	\$268,884
Nesbitt	269	269	\$14,795	\$2,959
Scottsville	370	370	\$20,350	\$4,070
Uncertain	94	94	\$5,170	\$1,034
Waskom	2,268	2,268	\$124,740	\$24,948
	33,737			
Hartley County	5,576	2,565	\$141,075	\$28,215
Channing	337	337	\$18,535	\$3,707
Dalhart	2,674	2,674	\$147,070	\$29,414
	3,011			
Haskell County	5,658	1,145	\$62,975	\$12,595
Haskell	3,266	3,266	\$179,630	\$35,926
O'Brien	104	104	\$5,720	\$1,144
Rochester	316	316	\$17,380	\$3,476
Rule	623	623	\$34,265	\$6,853

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Stamford	34	34	\$1,870	\$374
Weinert	170	170	\$9,350	\$1,870
	4,513			
Hays County	230,191	87,832	\$4,830,760	\$966,152
Bear Creek	455	455	\$25,025	\$5,005
Buda	18,323	18,323	\$1,007,765	\$201,553
Dripping Springs	3,967	3,967	\$218,185	\$43,637
Hays	263	263	\$14,465	\$2,893
Kyle	46,174	46,174	\$2,539,570	\$507,914
Mountain City	797	797	\$43,835	\$8,767
Niederwald	488	488	\$26,840	\$5,368
San Marcos	66,466	66,466	\$3,655,630	\$731,126
Uhland	612	612	\$33,660	\$6,732
Wimberley	3,127	3,127	\$171,985	\$34,397
Woodcreek	1,687	1,687	\$92,785	\$18,557
	142,359			
Hemphill County	3,819	1,106	\$60,830	\$12,166
Canadian	2,713	2,713	\$149,215	\$29,843
	2,713			
Henderson County	82,737	43,258	\$2,379,190	\$475,838
Athens	13,571	13,571	\$746,405	\$149,281
Berryville	1,058	1,058	\$58,190	\$11,638
Brownsboro	1,259	1,259	\$69,245	\$13,849
Caney City	226	226	\$12,430	\$2,486
Chandler	3,118	3,118	\$171,490	\$34,298
Coffee City	1,465	1,465	\$80,575	\$16,115
Enchanted Oaks	339	339	\$18,645	\$3,729
Eustace	1,011	1,011	\$55,605	\$11,121
Gun Barrel City	6,157	6,157	\$338,635	\$67,727
Log Cabin	784	784	\$43,120	\$8,624
Mabank	884	884	\$48,620	\$9,724
Malakoff	2,442	2,442	\$134,310	\$26,862
Moore Station	205	205	\$11,275	\$2,255
Murchison	611	611	\$33,605	\$6,721
Payne Springs	798	798	\$43,890	\$8,778
Poynor	319	319	\$17,545	\$3,509
Seven Points	1,445	1,445	\$79,475	\$15,895
Star Harbor	492	492	\$27,060	\$5,412
Tool	2,404	2,404	\$132,220	\$26,444
Trinidad	891	891	\$49,005	\$9,801
	39,479			
Hill County	36,649	20,237	\$1,113,035	\$222,607
Abbott	376	376	\$20,680	\$4,136
Aquilla	114	114	\$6,270	\$1,254
Blum	472	472	\$25,960	\$5,192

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Bynum	205	205	\$11,275	\$2,255
Carl's Corner	178	178	\$9,790	\$1,958
Covington	282	282	\$15,510	\$3,102
Hillsboro	8,544	8,544	\$469,920	\$93,984
Hubbard	1,394	1,394	\$76,670	\$15,334
Itasca	1,727	1,727	\$94,985	\$18,997
Malone	276	276	\$15,180	\$3,036
Mertens	128	128	\$7,040	\$1,408
Mount Calm	332	332	\$18,260	\$3,652
Penelope	207	207	\$11,385	\$2,277
Whitney	2,177	2,177	\$119,735	\$23,947
	16,412			
Hockley County	23,021	5,699	\$313,445	\$62,689
Anton	1,105	1,105	\$60,775	\$12,155
Levelland	13,732	13,732	\$755,260	\$151,052
Opdyke West	179	179	\$9,845	\$1,969
Ropesville	422	422	\$23,210	\$4,642
Smyer	474	474	\$26,070	\$5,214
Sundown	1,410	1,410	\$77,550	\$15,510
	17,322			
Hood County	61,643	45,971	\$2,528,405	\$505,681
Cresson	312	312	\$17,160	\$3,432
DeCordova	3,043	3,043	\$167,365	\$33,473
Granbury	10,524	10,524	\$578,820	\$115,764
Lipan	483	483	\$26,565	\$5,313
Stockton Bend City	325	325	\$17,875	\$3,575
Tolar	985	985	\$54,175	\$10,835
	15,672			
Hopkins County	37,084	19,013		
Como	746	746	\$41,030	\$8,206
Cumby	813	813	\$44,715	\$8,943
Sulphur Springs	16,199	16,199	\$890,945	\$178,189
Tira	313	313	\$17,215	\$3,443
	18,071			
Houston County	22,968	13,542	\$744,810	\$148,962
Crockett	6,707	6,707	\$368,885	\$73,777
Grapeland	1,419	1,419	\$78,045	\$15,609
Kennard	330	330	\$18,150	\$3,630
Latexo	332	332	\$18,260	\$3,652
Lovelady	638	638	\$35,090	\$7,018
	9,426			
Howard County	36,664	7,402	\$407,110	\$81,422
Big Spring	28,156	28,156	\$1,548,580	\$309,716

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Coahoma	887	887	\$48,785	\$9,757
Forsan	219	219	\$12,045	\$2,409
	29,262			
Hudspeth County	4,886	4,508	\$247,940	\$49,588
Dell City	378	378	\$20,790	\$4,158
	378			
Hunt County	98,594	49,293	\$2,711,115	\$542,223
Caddo Mills	1,706	1,706	\$93,830	\$18,766
Campbell	666	666	\$36,630	\$7,326
Celeste	925	925	\$50,875	\$10,175
Commerce	9,786	9,786	\$538,230	\$107,646
Greenville	28,851	28,851	\$1,586,805	\$317,361
Hawk Cove	554	554	\$30,470	\$6,094
Josephine	109	109	\$5,995	\$1,199
Lone Oak	676	676	\$37,180	\$7,436
Neylandville	106	106	\$5,830	\$1,166
Quinlan	1,565	1,565	\$86,075	\$17,215
Union Valley	399	399	\$21,945	\$4,389
Royse City	654	654	\$35,970	\$7,194
West Tawakoni	1,775	1,775	\$97,625	\$19,525
Wolfe City	1,529	1,529	\$84,095	\$16,819
	49,301			
Hutchinson County	20,938	4,621	\$254,155	\$50,831
Borger	12,437	12,437	\$684,035	\$136,807
Fritch	1,971	1,971	\$108,405	\$21,681
Sanford	153	153	\$8,415	\$1,683
Stinnett	1,756	1,756	\$96,580	\$19,316
	16,317			
Irion County	1,536	701	\$38,555	\$7,711
Mertzon	835	835	\$45,925	\$9,185
	835			
Jack County	8,935	3,841	\$211,255	\$42,251
Bryson	579	579	\$31,845	\$6,369
Jacksboro	4,515	4,515	\$248,325	\$49,665
	5,094			
Jackson County	14,760	6,351	\$349,305	\$69,861
Edna	5,908	5,908	\$324,940	\$64,988
Ganado	2,282	2,282	\$125,510	\$25,102
La Ward	219	219	\$12,045	\$2,409
	8,409			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Jasper	35,529	25,403	\$1,397,165	\$279,433
Browndell	204	204	\$11,220	\$2,244
Jasper	7,665	7,665	\$421,575	\$84,315
Kirbyville	2,257	2,257	\$124,135	\$24,827
	10,126			
Jeff Davis County	2,274	2,149	\$118,195	\$23,639
Valentine	125	125	\$6,875	\$1,375
	125			
Jefferson County	251,565	28,148	\$1,548,140	\$309,628
Beaumont	119,780	119,780	\$6,587,900	\$1,317,580
Bevil Oaks	1,233	1,233	\$67,815	\$13,563
China	1,215	1,215	\$66,825	\$13,365
Groves	15,907	15,907	\$874,885	\$174,977
Nederland	17,302	17,302	\$951,610	\$190,322
Nome	596	596	\$32,780	\$6,556
Port Arthur	54,440	54,440	\$2,994,200	\$598,840
Port Neches	12,733	12,733	\$700,315	\$140,063
Taylor Landing	211	211	\$11,605	\$2,321
	223,417			
Jim Wells County	40,482	16,433	\$903,815	\$180,763
Alice	18,862	18,862	\$1,037,410	\$207,482
Orange Grove	1,309	1,309	\$71,995	\$14,399
Premont	2,554	2,554	\$140,470	\$28,094
San Diego	907	907	\$49,885	\$9,977
Westdale CDP	417	417	\$22,935	\$4,587
	24,049			
Johnson County	175,817	75,504	\$4,152,720	\$830,544
Alvarado	4,574	4,574	\$251,570	\$50,314
Briaroaks	505	505	\$27,775	\$5,555
Burleson	37,357	37,357	\$2,054,635	\$410,927
Cleburne	32,335	32,335	\$1,778,425	\$355,685
Coyote Flats City	331	331	\$18,205	\$3,641
Cresson	143	143	\$7,865	\$1,573
Cross Timber	324	324	\$17,820	\$3,564
Crowley	35	35	\$1,925	\$385
Godley	1,290	1,290	\$70,950	\$14,190
Grandview	1,803	1,803	\$99,165	\$19,833
Joshua	7,788	7,788	\$428,340	\$85,668
Keene	6,815	6,815	\$374,825	\$74,965
Mansfield	2,173	2,173	\$119,515	\$23,903
Rio Vista	1,073	1,073	\$59,015	\$11,803
Venus	3,767	3,767	\$207,185	\$41,437
	100,313			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Jones County	20,083	6,239	\$343,145	\$68,629
Abilene	5,637	5,637	\$310,035	\$62,007
Anson	2,330	2,330	\$128,150	\$25,630
Hamlin	2,031	2,031	\$111,705	\$22,341
Hawley	630	630	\$34,650	\$6,930
Lueders	327	327	\$17,985	\$3,597
Stamford	2,889	2,889	\$158,895	\$31,779
	13,844			
Karnes County	15,601	7,042	\$387,310	\$77,462
Falls City	674	674	\$37,070	\$7,414
Karnes City	3,202	3,202	\$176,110	\$35,222
Kenedy	3,525	3,525	\$193,875	\$38,775
Runge	1,158	1,158	\$63,690	\$12,738
	8,559			
Kaufman County	136,154	69,411	\$3,817,605	\$763,521
Combine	1,423	1,423	\$78,265	\$15,653
Cottonwood	215	215	\$11,825	\$2,365
Crandall	3,477	3,477	\$191,235	\$38,247
Forney	25,371	25,371	\$1,395,405	\$279,081
Grays Prairie	378	378	\$20,790	\$4,158
Kaufman	7,565	7,565	\$416,075	\$83,215
Kemp	1,268	1,268	\$69,740	\$13,948
Mabank	2,821	2,821	\$155,155	\$31,031
Mesquite	132	132	\$7,260	\$1,452
Oak Grove	702	702	\$38,610	\$7,722
Oak Ridge (Kaufman)	661	661	\$36,355	\$7,271
Post Oak Bend City	688	688	\$37,840	\$7,568
Rosser	382	382	\$21,010	\$4,202
Scurry	772	772	\$42,460	\$8,492
Seagoville	25	25	\$1,375	\$275
Seven Points	79	79	\$4,345	\$869
Talty	2,664	2,664	\$146,520	\$29,304
Terrell	18,120	18,120	\$996,600	\$199,320
	66,743			
Kendall County	47,431	28,260	\$1,554,300	\$310,860
Boerne	16,892	16,892	\$929,060	\$185,812
Fair Oaks Ranch	2,279	2,279	\$125,345	\$25,069
	19,171			
Kenedy County	404	404	\$22,220	\$4,444
	404			
Kent County	762	270	\$14,850	\$2,970

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Jayton	492	492	\$27,060	\$5,412
	492			
Kerr County	52,600	26,527	\$1,458,985	\$291,797
Ingram	1,848	1,848	\$101,640	\$20,328
Kerrville	24,225	24,225	\$1,332,375	\$266,475
	26,073			
Kimble County	4,337	1,760	\$96,800	\$19,360
Junction	2,577	2,577	\$141,735	\$28,347
	2,577			
King County	272	272	\$14,960	\$2,992
	272			
Kinney County	3,667	1,779	\$97,845	\$19,569
Brackettville	1,785	1,785	\$98,175	\$19,635
Spofford	103	103	\$5,665	\$1,133
	1,888			
Kleberg County	30,680	5,286	\$290,730	\$58,146
Kingsville	25,394	25,394	\$1,396,670	\$279,334
	25,394			
Knox County	3,664	1,010	\$55,550	\$11,110
Benjamin	238	238	\$13,090	\$2,618
Goree	184	184	\$10,120	\$2,024
Knox City	1,063	1,063	\$58,465	\$11,693
Munday	1,169	1,169	\$64,295	\$12,859
	2,654			
La Salle County	7,520	2,908	\$159,940	\$31,988
Cotulla	4,005	4,005	\$220,275	\$44,055
Encinal	607	607	\$33,385	\$6,677
	4,612			
Lamar County	49,859	18,227	\$1,002,485	\$200,497
Blossom	1,568	1,568	\$86,240	\$17,248
Deport	562	562	\$30,910	\$6,182
Paris	25,330	25,330	\$1,393,150	\$278,630
Reno (Lamar)	3,362	3,362	\$184,910	\$36,982
Roxton	656	656	\$36,080	\$7,216
Sun Valley	82	82	\$4,510	\$902
Toco	72	72	\$3,960	\$792

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	31,632			
Lamb County	12,893	2,328	\$128,040	\$25,608
Amherst	643	643	\$35,365	\$7,073
Earth	972	972	\$53,460	\$10,692
Littlefield	5,915	5,915	\$325,325	\$65,065
Olton	2,045	2,045	\$112,475	\$22,495
Springlake	96	96	\$5,280	\$1,056
Sudan	894	894	\$49,170	\$9,834
	10,565			
Lampasas County	21,428	10,778	\$592,790	\$118,558
Copperas Cove	669	669	\$36,795	\$7,359
Kempner	1,175	1,175	\$64,625	\$12,925
Lampasas	7,947	7,947	\$437,085	\$87,417
Lometa	859	859	\$47,245	\$9,449
	10,650			
Lavaca County	20,154	10,497	\$577,335	\$115,467
Hallettsville	2,693	2,693	\$148,115	\$29,623
Moulton	903	903	\$49,665	\$9,933
Shiner	2,218	2,218	\$121,990	\$24,398
Yoakum	3,843	3,843	\$211,365	\$42,273
	9,657			
Lee County	17,239	10,838	\$596,090	\$119,218
Giddings	5,195	5,195	\$285,725	\$57,145
Lexington	1,206	1,206	\$66,330	\$13,266
	6,401			
Leon County	17,404	11,734	\$645,370	\$129,074
Buffalo	1,896	1,896	\$104,280	\$20,856
Centerville	909	909	\$49,995	\$9,999
Jewett	1,243	1,243	\$68,365	\$13,673
Leona	189	189	\$10,395	\$2,079
Marquez	270	270	\$14,850	\$2,970
Normangee	683	683	\$37,565	\$7,513
Oakwood	480	480	\$26,400	\$5,280
	5,670			
Liberty County	88,219	55,297	\$3,041,335	\$608,267
Ames	1,168	1,168	\$64,240	\$12,848
Cleveland	8,620	8,620	\$474,100	\$94,820
Daisetta	1,109	1,109	\$60,995	\$12,199
Dayton	8,907	8,907	\$489,885	\$97,977
Dayton Lakes	108	108	\$5,940	\$1,188
Devers	531	531	\$29,205	\$5,841
Hardin	939	939	\$51,645	\$10,329

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Kenefick	654	654	\$35,970	\$7,194
Liberty	9,754	9,754	\$536,470	\$107,294
North Cleveland	304	304	\$16,720	\$3,344
Old River-Winfree	127	127	\$6,985	\$1,397
Plum Grove	701	701	\$38,555	\$7,711
	32,922			
Limestone County	23,437	9,074	\$499,070	\$99,814
Coolidge	997	997	\$54,835	\$10,967
Groesbeck	4,372	4,372	\$240,460	\$48,092
Kosse	456	456	\$25,080	\$5,016
Mexia	7,709	7,709	\$423,995	\$84,799
Tehuacana	288	288	\$15,840	\$3,168
Thornton	541	541	\$29,755	\$5,951
	14,363			
Lipscomb County	3,233	490	\$26,950	\$5,390
Booker	1,528	1,528	\$84,040	\$16,808
Darrouzett	352	352	\$19,360	\$3,872
Follett	460	460	\$25,300	\$5,060
Higgins	403	403	\$22,165	\$4,433
	2,743			
Live Oak County	12,207	7,660	\$421,300	\$84,260
George West	2,572	2,572	\$141,460	\$28,292
Three Rivers	1,975	1,975	\$108,625	\$21,725
	4,547			
Llano County	21,795	14,344	\$788,920	\$157,784
Horseshoe Bay	3,142	3,142	\$172,810	\$34,562
Llano	3,507	3,507	\$192,885	\$38,577
Sunrise Beach Village	802	802	\$44,110	\$8,822
	7,451			
Loving County	169	169	\$9,295	\$1,859
	169			
Lubbock County	310,569	34,474	\$1,896,070	\$379,214
Abernathy	754	754	\$41,470	\$8,294
Buffalo Springs	495	495	\$27,225	\$5,445
Idalou	2,246	2,246	\$123,530	\$24,706
Lubbock	256,600	256,600	\$14,113,000	\$2,822,600
New Deal	825	825	\$45,375	\$9,075
Ransom Canyon	1,103	1,103	\$60,665	\$12,133
Shallowater	2,501	2,501	\$137,555	\$27,511
Slaton	5,948	5,948	\$327,140	\$65,428
Wolfforth	5,623	5,623	\$309,265	\$61,853

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	276,095			
Lynn County	5,951	1,712	\$94,160	\$18,832
New Home	366	366	\$20,130	\$4,026
O'Donnell	711	711	\$39,105	\$7,821
Tahoka	2,678	2,678	\$147,290	\$29,458
Wilson	484	484	\$26,620	\$5,324
	4,239			
Madison County	14,284	9,264	\$509,520	\$101,904
Madisonville	4,778	4,778	\$262,790	\$52,558
Midway	242	242	\$13,310	\$2,662
	5,020			
Marion County	9,854	7,817	\$429,935	\$85,987
Jefferson	2,037	2,037	\$112,035	\$22,407
	2,037			
Martin County	5,771	2,613	\$143,715	\$28,743
Ackerly	73	73	\$4,015	\$803
Stanton	3,085	3,085	\$169,675	\$33,935
	3,158			
Mason County	4,274	1,981	\$108,955	\$21,791
Mason	2,293	2,293	\$126,115	\$25,223
	2,293			
Matagorda County	36,643	14,652	\$805,860	\$161,172
Bay City	17,444	17,444	\$959,420	\$191,884
Palacios	4,547	4,547	\$250,085	\$50,017
	21,991			
Maverick County	58,722	29,942	\$1,646,810	\$329,362
Eagle Pass	28,780	28,780	\$1,582,900	\$316,580
	28,780			
McCulloch County	7,984	2,192	\$120,560	\$24,112
Brady	5,618	5,618	\$308,990	\$61,798
Melvin	174	174	\$9,570	\$1,914
	5,792			
McLennan County	256,623	41,478	\$2,281,290	\$456,258
Bellmead	10,771	10,771	\$592,405	\$118,481
Beverly Hills	1,994	1,994	\$109,670	\$21,934

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Bruceville-Eddy	1,691	1,691	\$93,005	\$18,601
Crawford	754	754	\$41,470	\$8,294
Gholson	1,118	1,118	\$61,490	\$12,298
Golinda	153	153	\$8,415	\$1,683
Hewitt	15,169	15,169	\$834,295	\$166,859
Lacy-Lakeview	7,010	7,010	\$385,550	\$77,110
Leroy	345	345	\$18,975	\$3,795
Lorena	1,776	1,776	\$97,680	\$19,536
Mart	2,041	2,041	\$112,255	\$22,451
McGregor	5,296	5,296	\$291,280	\$58,256
Riesel	1,051	1,051	\$57,805	\$11,561
Robinson	11,904	11,904	\$654,720	\$130,944
Ross	285	285	\$15,675	\$3,135
Valley Mills	13	13	\$715	\$143
Waco	139,324	139,324	\$7,662,820	\$1,532,564
West	2,871	2,871	\$157,905	\$31,581
Woodway	9,250	9,250	\$508,750	\$101,750
Bruceville-Eddy	1,865	1,865	\$102,575	\$20,515
Hallsburg	464	464	\$25,520	\$5,104
	215,145			
Medina County	51,584	30,552	\$1,680,360	\$336,072
Castroville	3,111	3,111	\$171,105	\$34,221
Devine	4,895	4,895	\$269,225	\$53,845
Hondo	9,522	9,522	\$523,710	\$104,742
LaCoste	1,287	1,287	\$70,785	\$14,157
Lytle	562	562	\$30,910	\$6,182
Natalia	1,627	1,627	\$89,485	\$17,897
San Antonio	28	28	\$1,540	\$308
	21,032			
Menard County	2,138	738	\$40,590	\$8,118
Menard	1,400	1,400	\$77,000	\$15,400
	1,400			
Midland County	176,832	30,107	\$1,655,885	\$331,177
Midland	144,600	144,600	\$7,953,000	\$1,590,600
Odessa	2,125	2,125	\$116,875	\$23,375
	146,725			
Milam County	24,823	11,093	\$610,115	\$122,023
Buckholts	544	544	\$29,920	\$5,984
Cameron	5,629	5,629	\$309,595	\$61,919
Milano	456	456	\$25,080	\$5,016
Rockdale	5,685	5,685	\$312,675	\$62,535
Thorndale	1,416	1,416	\$77,880	\$15,576
	13,730			
Mills County	4,873	2,790	\$153,450	\$30,690
Goldthwaite	1,903	1,903	\$104,665	\$20,933

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Mullin	180	180	\$9,900	\$1,980
	2,083			
Mitchell County	8,545	4,013	\$220,715	\$44,143
Colorado City	3,724	3,724	\$204,820	\$40,964
Loraine	570	570	\$31,350	\$6,270
Westbrook	238	238	\$13,090	\$2,618
	4,532			
Montague County	19,818	10,557	\$580,635	\$116,127
Bowie	5,137	5,137	\$282,535	\$56,507
Nocona	3,036	3,036	\$166,980	\$33,396
St. Jo	1,088	1,088	\$59,840	\$11,968
	9,261			
Moore County	20,940	2,206	\$121,330	\$24,266
Cactus	3,143	3,143	\$172,865	\$34,573
Dumas	13,770	13,770	\$757,350	\$151,470
Fritch	8	8	\$440	\$88
Sunray	1,813	1,813	\$99,715	\$19,943
	18,734			
Morris County	12,388	6,230	\$342,650	\$68,530
Daingerfield	2,364	2,364	\$130,020	\$26,004
Hughes Springs	6	6	\$330	\$66
Lone Star	1,467	1,467	\$80,685	\$16,137
Naples	1,339	1,339	\$73,645	\$14,729
Omaha	982	982	\$54,010	\$10,802
	6,158			
Motley County	1,200	348	\$19,140	\$3,828
Matador	615	615	\$33,825	\$6,765
Roaring Springs	237	237	\$13,035	\$2,607
	852			
Nacogdoches County	65,204	29,056	\$1,598,080	\$319,616
Appleby	495	495	\$27,225	\$5,445
Chireno	387	387	\$21,285	\$4,257
Cushing	611	611	\$33,605	\$6,721
Garrison	908	908	\$49,940	\$9,988
Nacogdoches	33,676	33,676	\$1,852,180	\$370,436
Rocky Mound	71	71	\$3,905	\$781
	36,148			
Navarro County	50,113	17,186	\$945,230	\$189,046
Angus	458	458	\$25,190	\$5,038

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Barry	262	262	\$14,410	\$2,882
Blooming Grove	853	853	\$46,915	\$9,383
Corsicana	24,764	24,764	\$1,362,020	\$272,404
Dawson	813	813	\$44,715	\$8,943
Emhouse	142	142	\$7,810	\$1,562
Eureka	325	325	\$17,875	\$3,575
Frost	651	651	\$35,805	\$7,161
Goodlow	198	198	\$10,890	\$2,178
Kerens	1,584	1,584	\$87,120	\$17,424
Mildred	390	390	\$21,450	\$4,290
Mustang	23	23	\$1,265	\$253
Navarro	211	211	\$11,605	\$2,321
Oak Valley	401	401	\$22,055	\$4,411
Powell	148	148	\$8,140	\$1,628
Retreat	410	410	\$22,550	\$4,510
Rice	1,024	1,024	\$56,320	\$11,264
Richland	270	270	\$14,850	\$2,970
	32,927			
Newton County	13,595	11,243	\$618,365	\$123,673
Newton	2,352	2,352	\$129,360	\$25,872
	2,352			
Nolan County	14,714	2,712	\$149,160	\$29,832
Blackwell	295	295	\$16,225	\$3,245
Roscoe	1,273	1,273	\$70,015	\$14,003
Sweetwater	10,434	10,434	\$573,870	\$114,774
	12,002			
Nueces County*	362,294	15,417	\$847,935	\$169,587
Agua Dulce	833	833	\$45,815	\$9,163
Aransas Pass	14	14	\$770	\$154
Bishop	3,134	3,134	\$172,370	\$34,474
Corpus Christi	326,554	326,554	\$17,960,470	\$3,592,094
Driscoll	749	749	\$41,195	\$8,239
Petronila	112	112	\$6,160	\$1,232
Port Aransas	4,159	4,159	\$228,745	\$45,749
Robstown	11,207	11,207	\$616,385	\$123,277
Portland	22,151	22,151	\$1,218,305	\$243,661
San Patricio	429	429	\$23,595	\$4,719
	369,342			
Ochiltree County	9,836	1,159	\$63,745	\$12,749
Perryton	8,677	8,677	\$477,235	\$95,447
	8,677			
Oldham Country	2,112	1,050	\$57,750	\$11,550
Adrian	157	157	\$8,635	\$1,727
Vega	905	905	\$49,775	\$9,955

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	1,062			
Orange County	83,396	41,300	\$2,271,500	\$454,300
Bridge City	7,900	7,900	\$434,500	\$86,900
Orange	18,847	18,847	\$1,036,585	\$207,317
Pine Forest	505	505	\$27,775	\$5,555
Rose City	511	511	\$28,105	\$5,621
Vidor	10,955	10,955	\$602,525	\$120,505
West Orange	3,378	3,378	\$185,790	\$37,158
	42,096			
Palo Pinto County	29,189	9,865	\$542,575	\$108,515
Gordon	484	484	\$26,620	\$5,324
Graford	630	630	\$34,650	\$6,930
Mineral Wells	17,295	17,295	\$951,225	\$190,245
Mingus	249	249	\$13,695	\$2,739
Strawn	666	666	\$36,630	\$7,326
	19,324			
Panola County	23,194	14,938	\$821,590	\$164,318
Beckville	933	933	\$51,315	\$10,263
Carthage	7,004	7,004	\$385,220	\$77,044
Gary City	319	319	\$17,545	\$3,509
	8,256			
Parker County	142,878	85,693	\$4,713,115	\$942,623
Aledo	4,105	4,105	\$225,775	\$45,155
Annetta	3,067	3,067	\$168,685	\$33,737
Annetta North	565	565	\$31,075	\$6,215
Annetta South	590	590	\$32,450	\$6,490
Azle	2,205	2,205	\$121,275	\$24,255
Cool	185	185	\$10,175	\$2,035
Cresson	574	574	\$31,570	\$6,314
Fort Worth	8	8	\$440	\$88
Hudson Oaks	2,291	2,291	\$126,005	\$25,201
Millsap	446	446	\$24,530	\$4,906
Reno	3,027	3,027	\$166,485	\$33,297
Sanctuary	333	333	\$18,315	\$3,663
Springtown	3,086	3,086	\$169,730	\$33,946
Weatherford	31,188	31,188	\$1,715,340	\$343,068
Willow Park	5,515	5,515	\$303,325	\$60,665
	57,185			
Parmer County	9,605	2,538	\$139,590	\$27,918
Bovina	1,807	1,807	\$99,385	\$19,877
Farwell	1,326	1,326	\$72,930	\$14,586
Friona	3,934	3,934	\$216,370	\$43,274
	7,067			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Pecos County	15,823	6,373	\$350,515	\$70,103
Fort Stockton	8,284	8,284	\$455,620	\$91,124
Iraan	1,166	1,166	\$64,130	\$12,826
	9,450			
Polk County	51,353	41,394	\$2,276,670	\$455,334
Corrigan	1,691	1,691	\$93,005	\$18,601
Goodrich	312	312	\$17,160	\$3,432
Livingston	5,302	5,302	\$291,610	\$58,322
Onalaska	2,536	2,536	\$139,480	\$27,896
Seven Oaks	118	118	\$6,490	\$1,298
	9,959			
Potter County	117,415	13,017	\$715,935	\$143,187
Amarillo	104,222	104,222	\$5,732,210	\$1,146,442
Bishop Hills	176	176	\$9,680	\$1,936
	104,398			
Presidio County	6,704	1,077	\$59,235	\$11,847
Marfa	1,666	1,666	\$91,630	\$18,326
Presidio	3,961	3,961	\$217,855	\$43,571
	5,627			
Rains County	12,514	9,135	\$502,425	\$100,485
East Tawakoni	992	992	\$54,560	\$10,912
Emory	1,444	1,444	\$79,420	\$15,884
Point	943	943	\$51,865	\$10,373
	3,379			
Randall County	137,714	22,885	\$1,258,675	\$251,735
Amarillo	95,702	95,702	\$5,263,610	\$1,052,722
Canyon	16,733	16,733	\$920,315	\$184,063
Happy	669	669	\$36,795	\$7,359
Lake Tanglewood	885	885	\$48,675	\$9,735
Palisades	348	348	\$19,140	\$3,828
Timbercreek Canyon	492	492	\$27,060	\$5,412
	114,829			
Reagan County	3,849	258	\$14,190	\$2,838
Big Lake	3,591	3,591	\$197,505	\$39,501
	3,591			
Real County	3,452	2,185	\$120,175	\$24,035
Camp Wood	763	763	\$41,965	\$8,393
Leakey	504	504	\$27,720	\$5,544

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	1,267			
Red River County	12,023	6,353	\$349,415	\$69,883
Annona	290	290	\$15,950	\$3,190
Avery	444	444	\$24,420	\$4,884
Bogata	1,080	1,080	\$59,400	\$11,880
Clarksville	3,159	3,159	\$173,745	\$34,749
Detroit	697	697	\$38,335	\$7,667
	5,670			
Reeves County	15,976	4,980	\$273,900	\$54,780
Balmorhea	566	566	\$31,130	\$6,226
Pecos	10,331	10,331	\$568,205	\$113,641
Toyah	99	99	\$5,445	\$1,089
	10,996			
Refugio County	6,948	2,398	\$131,890	\$26,378
Austwell	145	145	\$7,975	\$1,595
Bayside	295	295	\$16,225	\$3,245
Refugio	2,691	2,691	\$148,005	\$29,601
Woodsboro	1,419	1,419	\$78,045	\$15,609
	4,550			
Roberts County	854	303	\$16,665	\$3,333
Miami	551	551	\$30,305	\$6,061
	551			
Robertson County	17,074	8,452	\$464,860	\$92,972
Bremond	991	991	\$54,505	\$10,901
Calvert	1,142	1,142	\$62,810	\$12,562
Franklin	1,698	1,698	\$93,390	\$18,678
Hearne	4,791	4,791	\$263,505	\$52,701
	8,622			
Rockwall County	104,915	14,332	\$788,260	\$157,652
Fate	14,427	14,427	\$793,485	\$158,697
Heath	8,417	8,417	\$462,935	\$92,587
McLendon-Chisholm	3,113	3,113	\$171,215	\$34,243
Mobile City	208	208	\$11,440	\$2,288
Rockwall	44,121	44,121	\$2,426,655	\$485,331
Rowlett	7,983	7,983	\$439,065	\$87,813
Royse City	10,842	10,842	\$596,310	\$119,262
Wylie	1,472	1,472	\$80,960	\$16,192
	90,583			
Runnels County	10,264	3,618	\$198,990	\$39,798
Ballinger	3,421	3,421	\$188,155	\$37,631

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Miles	835	835	\$45,925	\$9,185
Winters	2,390	2,390	\$131,450	\$26,290
	6,646			
Rusk County	54,406	31,756	\$1,746,580	\$349,316
Easton	53	53	\$2,915	\$583
Henderson	13,517	13,517	\$743,435	\$148,687
Kilgore	3,530	3,530	\$194,150	\$38,830
Mount Enterprise	439	439	\$24,145	\$4,829
New London	996	996	\$54,780	\$10,956
Overton	2,500	2,500	\$137,500	\$27,500
Reklaw	160	160	\$8,800	\$1,760
Tatum	1,455	1,455	\$80,025	\$16,005
	22,650			
Sabine County	10,542	8,463	\$465,465	\$93,093
Hemphill	1,256	1,256	\$69,080	\$13,816
Pineland	823	823	\$45,265	\$9,053
	2,079			
San Augustine County	8,237	6,121	\$336,655	\$67,331
Broadus	205	205	\$11,275	\$2,255
San Augustine	1,911	1,911	\$105,105	\$21,021
	2,116			
San Jacinto County	28,859	24,535	\$1,349,425	\$269,885
Coldspring	975	975	\$53,625	\$10,725
Point Blank	749	749	\$41,195	\$8,239
Shepherd	2,600	2,600	\$143,000	\$28,600
	4,324			
San Patricio County	66,730	31,033	\$1,706,815	\$341,363
Aransas Pass	7,376	7,376	\$405,680	\$81,136
Gregory	1,920	1,920	\$105,600	\$21,120
Ingleside	9,754	9,754	\$536,470	\$107,294
Ingleside on the Bay	584	584	\$32,120	\$6,424
Lake City	514	514	\$28,270	\$5,654
Lakeside (San Patricio)	309	309	\$16,995	\$3,399
Mathis	4,745	4,745	\$260,975	\$52,195
Odem	2,390	2,390	\$131,450	\$26,290
Sinton	5,133	5,133	\$282,315	\$56,463
Taft	2,972	2,972	\$163,460	\$32,692
	35,697			
San Saba County	6,055	2,388	\$131,340	\$26,268
Richland Springs	350	350	\$19,250	\$3,850
San Saba	3,317	3,317	\$182,435	\$36,487
	3,667			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Schleicher County	2,793	1,076	\$59,180	\$11,836
Eldorado	1,717	1,717	\$94,435	\$18,887
	1,717			
Scurry County	16,703	5,323	\$292,765	\$58,553
Snyder	11,380	11,380	\$625,900	\$125,180
	11,380			
Shackelford County	3,265	1,032	\$56,760	\$11,352
Albany	1,973	1,973	\$108,515	\$21,703
Moran	260	260	\$14,300	\$2,860
	2,233			
Shelby County	25,274	16,467	\$905,685	\$181,137
Center	5,345	5,345	\$293,975	\$58,795
Huxley	376	376	\$20,680	\$4,136
Joaquin	790	790	\$43,450	\$8,690
Tenaha	1,163	1,163	\$63,965	\$12,793
Timpson	1,133	1,133	\$62,315	\$12,463
	8,807			
Sherman County	3,022	563	\$30,965	\$6,193
Stratford	2,119	2,119	\$116,545	\$23,309
Texhoma	340	340	\$18,700	\$3,740
	2,459			
Smith County	232,751	98,070	\$5,393,850	\$1,078,770
Arp	1,029	1,029	\$56,595	\$11,319
Bullard	3,492	3,492	\$192,060	\$38,412
Hideaway	3,172	3,172	\$174,460	\$34,892
Lindale	6,434	6,434	\$353,870	\$70,774
New Chapel Hill	630	630	\$34,650	\$6,930
Noonday	805	805	\$44,275	\$8,855
Troup	1,975	1,975	\$108,625	\$21,725
Tyler	107,549	107,549	\$5,915,195	\$1,183,039
Whitehouse	9,002	9,002	\$495,110	\$99,022
Winona	593	593	\$32,615	\$6,523
	134,681			
Somevell County	9,128	6,311	\$347,105	\$69,421
Glen Rose	2,817	2,817	\$154,935	\$30,987
	2,817			
Starr County	64,633	33,399	\$1,836,945	\$367,389
Escobares	2,854	2,854	\$156,970	\$31,394

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
La Grulla	1,676	1,676	\$92,180	\$18,436
Loma Vista CDP	171	171	\$9,405	\$1,881
Rio Grande City	15,049	15,049	\$827,695	\$165,539
Roma	11,484	11,484	\$631,620	\$126,324
	31,234			
Stephens County	9,366	3,559	\$195,745	\$39,149
Breckenridge	5,807	5,807	\$319,385	\$63,877
	5,807			
Sterling County	1,291	286	\$15,730	\$3,146
Sterling City	1,005	1,005	\$55,275	\$11,055
	1,005			
Stonewall County	1,350	483	\$26,565	\$5,313
Aspermont	867	867	\$47,685	\$9,537
	867			
Sutton County	3,776	727	\$39,985	\$7,997
Sonora	3,049	3,049	\$167,695	\$33,539
	3,049			
Swisher County	7,397	2,022	\$111,210	\$22,242
Kress	687	687	\$37,785	\$7,557
Tulia	4,688	4,688	\$257,840	\$51,568
	5,375			
Taylor County	138,034	14,765	\$812,075	\$162,415
Buffalo Gap	498	498	\$27,390	\$5,478
Impact	33	33	\$1,815	\$363
Lawn	314	314	\$17,270	\$3,454
Merkel	2,656	2,656	\$146,080	\$29,216
Trent	340	340	\$18,700	\$3,740
Tuscola	752	752	\$41,360	\$8,272
Tye	1,314	1,314	\$72,270	\$14,454
Abilene	117,362	117,362	\$6,454,910	\$1,290,982
	123,269			
Terrell County	776	776	\$42,680	\$8,536
	776			
Terry County	12,337	2,076	\$114,180	\$22,836
Brownfield	9,484	9,484	\$521,620	\$104,324
Meadow	578	578	\$31,790	\$6,358
Wellman	199	199	\$10,945	\$2,189

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	10,261			
Throckmorton County	1,501	487	\$26,785	\$5,357
Throckmorton	764	764	\$42,020	\$8,404
Woodson	250	250	\$13,750	\$2,750
	1,014			
Titus	32,750	14,297	\$786,335	\$157,267
Miller's Cove	156	156	\$8,580	\$1,716
Mount Pleasant	17,237	17,237	\$948,035	\$189,607
Talco	518	518	\$28,490	\$5,698
Winfield	542	542	\$29,810	\$5,962
	18,453			
Tom Green	119,200	19,406	\$1,067,330	\$213,466
San Angelo	99,794	99,794	\$5,488,670	\$1,097,734
	99,794			
Trinity County	14,651	10,802	\$594,110	\$118,822
Groveton	1,084	1,084	\$59,620	\$11,924
Trinity	2,765	2,765	\$152,075	\$30,415
	3,849			
Tyler County	21,672	15,982	\$879,010	\$175,802
Chester	324	324	\$17,820	\$3,564
Colmesneil	611	611	\$33,605	\$6,721
Ivanhoe	2,009	2,009	\$110,495	\$22,099
Woodville	2,746	2,746	\$151,030	\$30,206
	5,690			
Upshur County	41,753	30,430	\$1,673,650	\$334,730
Big Sandy	1,384	1,384	\$76,120	\$15,224
East Mountain	837	837	\$46,035	\$9,207
Gilmer	5,032	5,032	\$276,760	\$55,352
Gladewater	2,470	2,470	\$135,850	\$27,170
Ore City	1,219	1,219	\$67,045	\$13,409
Union Grove	373	373	\$20,515	\$4,103
Warren	8	8	\$440	\$88
	11,323			
Upton County	3,657	698	\$38,390	\$7,678
McCamey	2,103	2,103	\$115,665	\$23,133
Rankin	856	856	\$47,080	\$9,416
	2,959			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Uvalde County	26,741	8,622	\$474,210	\$94,842
Sabinal	1,751	1,751	\$96,305	\$19,261
Uvalde	16,368	16,368	\$900,240	\$180,048
	18,119			
Val Verde County	49,025	13,173	\$724,515	\$144,903
Del Rio	35,852	35,852	\$1,971,860	\$394,372
	35,852			
Van Zandt County	56,950	40,537	\$2,229,535	\$445,907
Canton	4,015	4,015	\$220,825	\$44,165
Edgewood	1,556	1,556	\$85,580	\$17,116
Edom	410	410	\$22,550	\$4,510
Fruitvale	434	434	\$23,870	\$4,774
Grand Saline	3,284	3,284	\$180,620	\$36,124
Van	2,900	2,900	\$159,500	\$31,900
Wills Point	3,814	3,814	\$209,770	\$41,954
	16,413			
Victoria County	92,084	24,758	\$1,361,690	\$272,338
Victoria	67,326	67,326	\$3,702,930	\$740,586
	67,326			
Walker County	72,971	29,868	\$1,642,740	\$328,548
Huntsville	41,453	41,453	\$2,279,915	\$455,983
New Waverly	1,091	1,091	\$60,005	\$12,001
Riverside	559	559	\$30,745	\$6,149
	43,103			
Waller County	55,246	29,261	\$1,609,355	\$321,871
Brookshire	5,685	5,685	\$312,675	\$62,535
Hempstead	7,309	7,309	\$401,995	\$80,399
Katy	1,806	1,806	\$99,330	\$19,866
Pattison	601	601	\$33,055	\$6,611
Pine Island	1,190	1,190	\$65,450	\$13,090
Prairie View	6,560	6,560	\$360,800	\$72,160
Waller	2,834	2,834	\$155,870	\$31,174
	25,985			
Ward County	11,998	2,418	\$132,990	\$26,598
Barstow	377	377	\$20,735	\$4,147
Grandfalls	381	381	\$20,955	\$4,191
Monahans	7,638	7,638	\$420,090	\$84,018
Pyote	131	131	\$7,205	\$1,441
Thorntonville	515	515	\$28,325	\$5,665
Wickett	538	538	\$29,590	\$5,918
	9,580			
Washington County	35,882	17,829	\$980,595	\$196,119

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Brenham	17,752	17,752	\$976,360	\$195,272
Burton	301	301	\$16,555	\$3,311
	18,053			
Webb County	276,652	643	\$35,365	\$7,073
El Cenizo	3,119	3,119	\$171,545	\$34,309
Laredo	268,057	268,057	\$14,743,135	\$2,948,627
Rio Bravo	4,833	4,833	\$265,815	\$53,163
	276,009			
Wharton County	41,556	18,773	\$1,032,515	\$206,503
East Bernard	2,367	2,367	\$130,185	\$26,037
El Campo	11,782	11,782	\$648,010	\$129,602
Wharton	8,634	8,634	\$474,870	\$94,974
	22,783			
Wheeler County	5,056	1,679	\$92,345	\$18,469
Mobeetie	96	96	\$5,280	\$1,056
Shamrock	1,797	1,797	\$98,835	\$19,767
Wheeler	1,484	1,484	\$81,620	\$16,324
	3,377			
Wichita County	132,230	4,856	\$267,080	\$53,416
Burkburnett	11,223	11,223	\$617,265	\$123,453
Cashion Community	347	347	\$19,085	\$3,817
Electra	2,740	2,740	\$150,700	\$30,140
Iowa Park	6,364	6,364	\$350,020	\$70,004
Pleasant Valley	338	338	\$18,590	\$3,718
Wichita Falls	106,362	106,362	\$5,849,910	\$1,169,982
	127,374			
Wilbarger County	12,769	2,581	\$141,955	\$28,391
Vernon	10,188	10,188	\$560,340	\$112,068
	10,188			
Willacy County	21,358	7,073	\$389,015	\$77,803
Lyford	2,576	2,576	\$141,680	\$28,336
Raymondville	11,144	11,144	\$612,920	\$122,584
San Perlita	565	565	\$31,075	\$6,215
	14,285			
Wilson County	51,070	37,729	\$2,075,095	\$415,019
Floresville	7,927	7,927	\$435,985	\$87,197
La Vernia	1,387	1,387	\$76,285	\$15,257
Nixon	8	8	\$440	\$88

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Poth	2,332	2,332	\$128,260	\$25,652
Stockdale	1,687	1,687	\$92,785	\$18,557
	13,341			
Winkler County	8,010	799	\$43,945	\$8,789
Kermit	6,178	6,178	\$339,790	\$67,958
Wink	1,033	1,033	\$56,815	\$11,363
	7,211			
Wise County	69,984	42,809	\$2,354,495	\$470,899
Alvord	1,605	1,605	\$88,275	\$17,655
Aurora	1,576	1,576	\$86,680	\$17,336
Boyd	1,467	1,467	\$80,685	\$16,137
Bridgeport	7,092	7,092	\$390,060	\$78,012
Chico	1,170	1,170	\$64,350	\$12,870
Decatur	7,013	7,013	\$385,715	\$77,143
Lake Bridgeport	398	398	\$21,890	\$4,378
New Fairview	1,581	1,581	\$86,955	\$17,391
Newark	1,228	1,228	\$67,540	\$13,508
Paradise	572	572	\$31,460	\$6,292
Rhome	1,933	1,933	\$106,315	\$21,263
Runaway Bay	1,540	1,540	\$84,700	\$16,940
	27,175			
Wood County	45,539	33,863	\$1,862,465	\$372,493
Alba	554	554	\$30,470	\$6,094
Hawkins	1,392	1,392	\$76,560	\$15,312
Mineola	4,843	4,843	\$266,365	\$53,273
Quitman	1,888	1,888	\$103,840	\$20,768
Winnsboro	2,588	2,588	\$142,340	\$28,468
Yantis	411	411	\$22,605	\$4,521
	11,676			
Yoakum County	8,713	2,166	\$119,130	\$23,826
Denver City	4,878	4,878	\$268,290	\$53,658
Plains	1,669	1,669	\$91,795	\$18,359
	6,547			
Young County	18,010	5,363	\$294,965	\$58,993
Graham	8,950	8,950	\$492,250	\$98,450
Newcastle	559	559	\$30,745	\$6,149
Olney	3,138	3,138	\$172,590	\$34,518
	12,647			
Zavala County	11,840	4,570	\$251,350	\$50,270
Crystal City	7,270	7,270	\$399,850	\$79,970
	7,270			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Zapata County	14,179	14,179	\$779,845	\$155,969
			\$584,318,130	\$116,863,626
Data Source for county data is taken from the U.S. Census Vintage 2019 population estimates as used by the U.S. Treasury. This data can be found at the following link: https://www.census.gov/data/tables/time-series/demo/popest/2010s-				
Data Source for other jurisdiction population numbers are taken from the Texas Demographic Center's 2019 population estimates. This data can be found at the following link: https://demographics.texas.gov/Data/TPEPP/Estimates/				